

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2019-22**

**DATE:** November 25, 2019  
**TIME:** 5:30 p.m.

**Mayor** Dan Curtis  
**Deputy Mayor** Samson Hartland  
**Reserve Deputy Mayor** Laura Cabott

**AGENDA**

**CALL TO ORDER** 5:30 p.m.

**AGENDA** Adoption

**PROCLAMATIONS** Orange Days – November 25 to December 10

**MINUTES** Regular Council Meeting #2019-21 dated November 12, 2019

**DELEGATIONS**

**PUBLIC INPUT** Bylaw 2019-24 Capital Budget 2020 to 2023

**STANDING COMMITTEE REPORTS**

**City Operations Committee** – *Councillors Hartland and Cabott*

Contract Extension – Landfill Operations

**Community Services Committee** – *Councillors Curteanu and Boyd*

Ushiku Sister City Exchange Program – For Information Only

**Public Health and Safety Committee** – *Councillors Roddick and Stick*

**Development Services Committee** – *Councillors Boyd and Curteanu*

**Corporate Services Committee** – *Councillors Cabott and Roddick*

Contract Award – Supply of Printers and Printer Services

Urban Electrification Local Improvement – 10 Haldane Place

Third Quarter Capital Variance Report

Third Quarter Operating Variance Report – For Information Only

**City Planning Committee** – *Councillors Stick and Hartland*

Land Sale and Transfer – 2 North Star Drive Lot Expansion

Lease Agreements – Pioneer Hotels 1 & 2 – Shipyards Park

Zoning Bylaw Amendment – 25 Rhine Way/468 Range Road

Zoning Bylaw Amendment – Keno Way

**NEW AND UNFINISHED BUSINESS** Amend Challenge Contribution Agreement Bylaw

<b><u>BYLAWS</u></b>	2019-16	Land Sale, 2 North Star Drive Lot Expansion	1 <sup>st</sup> & 2 <sup>nd</sup> Reading
	2019-17	Urban Electric LIC, 10 Haldane Place	1 <sup>st</sup> & 2 <sup>nd</sup> Reading
	2019-22	Lease Agreement, Pioneer Hotel 1	1 <sup>st</sup> & 2 <sup>nd</sup> Reading
	2019-23	Lease Agreement, Pioneer Hotel 2	1 <sup>st</sup> & 2 <sup>nd</sup> Reading
	2019-25	Amend Challenge Contribution Agreement	1 <sup>st</sup> & 2 <sup>nd</sup> Reading
	2019-20	Zoning Amendment, Keno Way	1 <sup>st</sup> Reading
	2019-21	Zoning Amendment, 25 Rhine Way/468 Range Road	1 <sup>st</sup> Reading

**ADJOURNMENT**



## PROCLAMATION

### Orange Days

### 16 Days of Activism against Gender-Based Violence

November 25 – December 10

WHEREAS from November 25<sup>th</sup>, the ***International Day for the Elimination of Violence against Women***, to December 10<sup>th</sup>, ***Human Rights Day***, the 16 Days of Activism against Gender-Based Violence Campaign is a time to promote action to end violence against women and girls around the world; and

WHEREAS the City of Whitehorse recognizes that no level of violence is acceptable and that the elimination of violence against women and girls must be a priority; and

WHEREAS the United Nations has declared 16 Days of Activism against Gender-Based Violence to raise awareness and take action to end violence against women and girls, using the colour orange as a symbol of hope for a brighter future; and

WHEREAS community-based organizations in the City of Whitehorse are also committed to ending violence against women and girls, both at home and abroad; and

WHEREAS the City of Whitehorse will light up City Hall in orange during these 16 days to raise awareness and to stand in solidarity with the victims of gender-based violence and with those who defend women's human rights;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim November 25<sup>th</sup> to December 10<sup>th</sup> to be "***Orange Days***" in the City of Whitehorse to promote awareness of the United Nations Campaign of ***16 Days of Activism Against Gender-Based Violence***.

Dan Curtis  
Mayor

MINUTES of **REGULAR** Meeting #2019-21 of the council of the City of Whitehorse called for 5:30 p.m. on Tuesday, November 12, 2019, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis  
Deputy Mayor Laura Cabott  
Councillors Dan Boyd  
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  
Director of Infrastructure and Operations Peter O'Blenes  
Manager of Legislative Services Catherine Constable  
Manager of Strategic Communications Myles Dolphin

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

**CALL TO ORDER**

Mayor Curtis proclaimed Friday, November 15, 2019 to be the start of the Christmas Kettle Campaign in the City of Whitehorse.

**PROCLAMATION**

**2019-21-01**

It was duly moved and seconded  
THAT the agenda be adopted as amended with the change being the deletion of Robert Wills as a delegate.

**AGENDA**

Carried Unanimously

**2019-21-02**

It was duly moved and seconded  
THAT the minutes of the regular council meeting dated October 28, 2019 be adopted as presented.

**MINUTES**

October 28, 2019

Carried Unanimously

**DELEGATIONS**

Michelle Edwards spoke on behalf of Yukon Cares to explain about the services the organization provides to refugee families. She noted that there has been tremendous support from the community in terms of volunteer time and donations. She acknowledged the contributions received from the City and thanked Council for their support. Ms. Edwards stated that previous families have made great use of the transit passes provided by the City, and that passes to the Canada Games Centre would also be well used if they were provided.

YUKON CARES

**COMMITTEE REPORTS**

**City Budget Committee**

Mayor Curtis presented the 2020 – 2022 capital expenditure program and tabled a budget that focuses on improving the City's aging infrastructure and equipment as well as supporting financial sustainability and investing in climate change mitigation.

CAPITAL BUDGET  
ADDRESS

**City Operations Committee**

There was no report from the City Operations Committee.

No Report

**Community Services Committee**

Michelle Stimson addressed the Committee to suggest a number of ideas for the betterment of the community. She challenged the youth of Yukon to develop a practical recycling system for apartment buildings, and suggested that City and Territorial lands should be set aside for the creation of orchards as a community project. She encouraged other people to come forward with ideas for community improvements.

IDEAS FOR COMMUNITY  
For Information Only

A committee member advised that the Yukon Anti-Poverty Coalition has updated the living wage and is recommending the development of a low-fee transit pass. In response to questions raised, Administration advised that the transit system is already heavily subsidised and such a pass would require an alternate revenue source. In addition, considerable time and staff resources would be needed to research a useful model, assess impacts on ridership, and establish how to determine eligibility.

YUKON ANTI-POVERTY  
COALITION  
For Information Only

Administration advised that regular week-day transit service will be in place on November 11<sup>th</sup> as well as a free shuttle service from Takhini Arena to the Canada Games Centre for the Remembrance Day services.

REMEMBRANCE DAY  
For Information Only

**Public Health and Safety Committee**

Councillor Cabott declared a conflict of interest and left Council Chambers during discussion of the following matter.

Conflict Declared

**2019-21-03**

It was duly moved and seconded

THAT the 2019 Food for Fines Program be approved; and

THAT a grant not exceeding \$10,000 for parking meter ticket or two-hour zone fines issued between November 30<sup>th</sup> and December 7<sup>th</sup>, 2019 be approved to the Whitehorse Food Bank and Kaushee's Place as part of the Food for Fines Program.

CHRISTMAS FOOD FOR  
FINES PROGRAM

Carried Unanimously

Councillor Cabott returned to Council Chambers

Conflict Over

Keith Lay reiterated concerns previously expressed regarding safety issues with respect to the operation of the snow dump site in the area of the Pine Street Extension Paved Trail. He repeated his suggestion that the trail should be closed during the few times each winter that the snow dump site is used.

SNOW DUMP SITE  
SAFETY ISSUES  
For Information Only

Cam Kos advised that the dedicated bus lane coming out of Riverdale ends abruptly, creating unnecessary confusion. He suggested that the matter could be corrected by modifying the line painting.

TRANSIT LANE SAFETY  
For Information Only

**Development Services Committee**

Sarah Johnson, Micah McConnell, Aramintha Bradford, Sitka Land-Lewis, Josephine Bossert, Kieran Horton, Heron Land-Gillis, Peter Embacher, Jonah McConnell, Jocelyn Land-Murray and Thane Phillips addressed the Committee to encourage implementation of the recommendations in the 2018 Bicycle Network Plan in a timely manner.

Their comments focused primarily on safety issues, including the need for better lighting in certain locations, the need for safe cycling routes and connected bike paths, and the need for safe intersections, specifically on the Alaska Highway at Hillcrest and at the Two Mile Hill, and the intersection of Second and Fourth Avenues

BICYCLE NETWORK  
PLAN IMPLEMENTATION  
For Information Only

The majority of the delegates expressed a desire to see the recommendations implemented in a timely manner. They asked council to commit to a clear time-line for implementation and requested that all of the short-term recommendations be completed by 2022 and not 2023 as specified in the plan.

Keith Lay stated the opinion that substantial progress has already been made with a number of projects identified in the Bicycle Network Plan, and noted that the timeline for the completion of the recommended short term projects is one to five years. He also suggested that as e-bikes are motorized they are not considered to be an active form of transportation, regardless as to whether or not the electric assist is being used.

BICYCLE NETWORK  
PLAN IMPLEMENTATION  
For Information Only

Mr. Lay also suggested that cycling projects will be in competition for funding support with other projects such as transit or walking if the Parking Reserve Fund is opened to permit its use for sustainable transportation projects.

**Corporate Services Committee**

**2019-21-04**

It was duly moved and seconded  
THAT a grant of transit passes in the amount of \$2,448 be approved to Yukon Cares, funded from the council donation account.

**2019-21-05**

It was duly moved and seconded  
THAT the motion be amended to read as follows:

THAT a grant of transit passes and Canada Games Centre passes be approved to Yukon Cares to a maximum of \$3,636, funded from the council donation account.

Amendment

Carried (6 – 1)

IN FAVOUR Councillors Boyd, Cabott, Curteanu, Hartland, Roddick  
and Stick  
OPPOSED Mayor Curtis

Recorded Vote

**City Planning Committee**

**2019-21-06**

It was duly moved and seconded  
THAT Bylaw 2019-18, a bylaw to amend the zoning at 1306 Centennial Street in the Porter Creek neighbourhood to allow for the development of an apartment building, be brought forward for second and third reading under the bylaw process; and  
THAT Bylaw 2019-18 be amended at second reading to include a maximum height restriction of 13 metres.

A motion to amend the second clause to read, "THAT Bylaw 2019-18 be amended at second reading to include a maximum height restriction of ten metres and six units did not receive a seconder.

Discussion

**2019-21-07**

It was duly moved and seconded  
THAT the motion be amended by changing the final clause to read that Bylaw 2019-18 be amended at second reading to include a maximum height of 13 metres and a maximum density of 9 units.

Carried (6 – 1)

IN FAVOUR Mayor Curtis, Councillors Boyd, Cabott, Curteanu,  
Roddick and Stick  
OPPOSED Councillor Hartland

Recorded Vote

The main motion as amended was voted on and Carried (6 – 1)

Vote on Main Motion

IN FAVOUR Mayor Curtis, Councillors Boyd, Cabott, Curteanu,  
Roddick and Stick  
OPPOSED Councillor Hartland

Recorded Vote

**BYLAWS**

**2019-21-08**

It was duly moved and seconded  
THAT Bylaw 2019-18, a bylaw to amend the zoning at 1306 Centennial Street to allow for the development of an apartment building, be given second reading.

**BYLAW 2019-18**

ZONING AMENDMENT  
1306 Centennial Street  
SECOND READING

**2019-21-09**

It was duly moved and seconded  
THAT Bylaw 2019-18 be amended by deleting the existing section 1 and substituting therefore a new section 1 that reads as follows:

1. Section 9 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.12.7 a) and substituting therefore a new subsection 9.12.7 a) as follows:

Amendment

"9.12.7 a) Lot 83 in Porter Creek, located at 1306 Centennial Street, is designated RMx with the special modifications being:

- (1) The maximum height is 13 metres;
- (2) The maximum density is 9 units."

Carried (5 – 2)

IN FAVOUR Mayor Curtis, Councillors Cabott, Curteanu, Roddick  
and Stick  
OPPOSED Councillors Boyd and Hartland

Recorded Vote

**2019-21-10**

It was duly moved and seconded  
THAT Bylaw 2019-18, a bylaw to amend the zoning at 1306 Centennial  
Street in the Porter Creek neighbourhood to allow for the development  
of an apartment building, having been read a first and second time, now  
be given third reading as amended.

Carried (5 – 2)

**BYLAW 2019-18**

ZONING AMENDMENT  
1306 Centennial Street

THIRD READING

IN FAVOUR Mayor Curtis, Councillors Cabott, Curteanu, Roddick  
and Stick  
OPPOSED Councillors Boyd and Hartland

Recorded Vote

**2019-21-11**

It was duly moved and seconded  
THAT Bylaw 2019-24, a bylaw to adopt a capital expenditure program  
for 2020 to 2023, be given first reading.

Carried Unanimously

**BYLAW 2019-24**

CAPITAL BUDGET  
2010 TO 2023

FIRST READING

There being no further business, the meeting adjourned at 7:32 p.m.

**ADJOURNMENT**





## Minutes of the meeting of the City Operations Committee

<b>Date</b>	November 18, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Stephen Roddick Councillor Jan Stick
<b>Absent</b>	Councillor Jocelyn Curteanu Councillor Samson Hartland
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Michael Reyes, Acting Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Geoff Quinsey, Manager of Water and Waste Services

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

### **1. Contract Extension – Landfill Operations**

The contract for the operation of the Waste Management Facility expired in June of this year and a tender to procure the work was not finalized in time to allow for award ahead of the expiry date. To ensure no gap in service, the existing contract was extended to November 30, 2019.

Due to operational demands in the Water and Waste Department and the loss of a key member of the administrative team, the department has been unable to maintain the original schedule intended for this procurement. This contract is one of the most expensive operational contracts that the City procures from private industry. It is critical that the tender reflect the most up to date operational practices and the current realities of the City's solid waste management system.

Administration is proposing that the existing contract be extended to allow sufficient time to complete the procurement process. The cost has been accounted for in the approved 2019 operating budget and the 2020 provisional operating budget.

**The recommendation of the City Operations Committee is**

THAT Administration be authorized to extend the contract for the 2014 Solid Waste Disposal – Landfill Operations to Castle Rock Enterprises to June 30, 2020 for a net cost to the City of \$255,458.28 plus GST.



## Minutes of the meeting of the Community Services Committee

<b>Date</b>	November 18, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Dan Boyd – Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Stephen Roddick Councillor Jan Stick
<b>Absent</b>	Councillor Jocelyn Curteanu Councillor Samson Hartland
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Michael Reyes, Acting Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Landon Kulych, Manager of Parks and Community Development Krista Mroz, Manager of Recreation and Facility Services

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

### 1. Ushiku Sister City Exchange Program – For Information Only

The next exchange visit of Whitehorse students to Ushiku, Japan is scheduled for the summer of 2020. The 2020 Summer Olympics will take place in Tokyo from July 24<sup>th</sup> until August 9<sup>th</sup>. The timing of the Olympics affects travel logistics, Ushiku student school schedules, and the availability of host families before, during and after the Olympics. It has therefore been decided by the administration of both cities that Whitehorse will postpone sending students to Ushiku until the summer 2021.

As 2020 marks the 35<sup>th</sup> anniversary of the exchange between the two cities, Whitehorse will organize a small cultural event to mark the milestone, celebrate our friendship and connection with our sister city, and increase awareness about the program for 2021. The timing of this cultural event has not yet been determined.

**2. Winter Clothes Drive** – For Information Only

The Committee was advised that the Kwanlin Dün First Nation is holding a winter clothing drive to collect new and gently used winter clothing. If anyone has items of winter clothing to donate, please take them to the Kwanlin Dün Health Centre.



## Minutes of the meeting of the Public Health and Safety Committee

**Date** November 18, 2019

**Location** Council Chambers, City Hall

**Committee Members Present** Councillor Stephen Roddick – Chair  
Councillor Jan Stick – Vice Chair  
Mayor Dan Curtis  
Councillor Dan Boyd  
Councillor Laura Cabott

**Absent** Councillor Jocelyn Curteanu  
Councillor Samson Hartland

**Staff Present** Valerie Braga, Acting City Manager  
Jeff O'Farrell, Director of Community and Recreation Services  
Michael Reyes, Acting Director of Corporate Services  
Mike Gau, Director of Development Services  
Peter O'Blenes, Director of Infrastructure and Operations  
Catherine Constable, Manager of Legislative Services

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Your Worship, there is no report from the Public Health and Safety Committee.



## Minutes of the meeting of the Development Services Committee

<b>Date</b>	November 18, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Dan Boyd – Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Stephen Roddick Councillor Jan Stick
<b>Absent</b>	Councillor Jocelyn Curteanu Councillor Samson Hartland
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Michael Reyes, Acting Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services

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

### **1. Building Height and Wall Concerns – For Information Only**

Robert Wills addressed the Committee to express concerns regarding the safety and stability of buildings being built in Whitehorse. He explained that recent trends in construction have resulted in buildings with few interior walls and considerable glazing on exterior walls, therefore providing little lateral strength. Buildings must be able to resist lateral movement such as occurs with high winds and earthquakes. The taller the structure, the greater the risk of collapse and danger to the public. Mr. Wills stated that this issue has been raised by structural engineers across the country and by the Yukon Association of Professional Engineers. He also stated that the National Building Code does not match the standards of other countries. He asked council to pursue changes to the National Building Code.



## **Minutes of the meeting of the Corporate Services Committee**

<b>Date</b>	November 18, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Councillor Stephen Roddick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jan Stick
<b>Absent</b>	Councillor Jocelyn Curteanu Councillor Samson Hartland
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Michael Reyes, Acting Director of Corporate Services 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

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

**1      Request for Support – Indigenous Day Live 2020 – For Information Only**

Sky Bridges addressed the Committee on behalf of APTN to request support for Indigenous Day Live 2020.

**2.      Contract Award – Supply of Printers and Printer Services**

The printers being used throughout the City are all over eight years old and are nearing the end of their life cycle. In response to a request for proposals issued, two compliant proposals were received.

The proposals were evaluated by an internal committee in accordance with the Purchasing and Sales Policy and the criteria established in the request for proposals. The capital and operating budgets contain sufficient funds for the annual capital requirements and the operation portion of this contract.

**The recommendation of the Corporate Services Committee is**

THAT administration be authorized to award the contract for the supply of printers to MRG Technologies Inc. in the amount of \$130,000 plus GST; and:

That administration be authorized to award the contract for the supply of printer supplies and maintenance to MRG Technologies Inc. in an amount not to exceed \$99,000 plus GST, covering the next three-year period.

**3. Urban Electrification Local Improvement**

In 1989 the City began assisting with the cost of electrifying urban property by financing it as a loan to the property owners and charging the cost back to the property as a local improvement charge. In order to have an application approved the applicant must have title to the property, current taxes must be paid in full, and the cost of the work must not exceed 75% of the assessed value of the property. The owners of the property located at 10 Haldane Place in Pineridge have met all the conditions of the urban electrification program. A bylaw is required to provide for a work of local improvement.

**The recommendation of the Corporate Services Committee is**

THAT the application under the urban electrification program for Lot 26 Pineridge Subdivision, located at 10 Haldane Place, be accepted; and

That Bylaw 2019-17, a bylaw to authorize local improvement charges for urban electrification at 10 Haldane Place, be brought forward for consideration under the bylaw process.

**4. Third Quarter Capital Variance Report**

As part of the City's third quarter variance reporting there is a requirement for managers to review their planned capital spending. Most projects are proceeding as planned and a few have been successfully completed under budget. Other projects are either expected to carry forward into 2020 through the capital re-budget process or will be cancelled as they have been re-scoped and resubmitted as part of the next capital budget.

A budget amendment is required in order to reduce the 2019 capital budget by \$1,685,552 with all of the funds returning to reserves or external funding sources

**The recommendation of the Corporate Services Committee is**

THAT amendments totalling \$1,685,552 to the 2019 to 2022 capital expenditure program be authorized as detailed in Appendix 2 to the November 18<sup>th</sup> Administrative Report.



**5. Third Quarter Operating Variance Report – For Information Only**

The 2019 third quarter variance projection shows that total operating revenues will be under budget by \$652,427 and expenses will be under budget by \$1,137,139.

Therefore, operating projections to December 31, 2019 as compared to the revised budget indicate an operating surplus of \$484,712.

A Committee member raised concerns with respect to the garage charges.

Overall department spending is controlled. Based on the total operating budget, the third quarter positive variance is well within 1% of the City's total operating budget.

**6. Draft Yukon Climate Change Strategy – For Information Only**

A committee member advised that the Yukon Government has released a document titled ***Our Clean Future***. This document is the draft climate change, energy and green economy strategy for Yukon. It was recommended that all members of council and senior management review this document before the strategic plan update process begins next year.



## Minutes of the meeting of the City Planning Committee

<b>Date</b>	November 18, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Jan Stick – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Stephen Roddick
<b>Absent</b>	Councillor Jocelyn Curteanu Councillor Samson Hartland
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Michael Reyes, Acting Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Patrick Ross, Manager of Land and Building Services Catherine Constable, Manager of Legislative Services Landon Kulych, Manager of Parks and Community Development Mélodie Simard, Manager of Planning and Sustainability Services

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

**1. Rezoning Process – For Information Only**

Cam Kos addressed the Committee to request that potential developers be required to provide a development plan with any request for a zoning amendment. He noted that past experience shows that the proposals change and the eventual outcome is different from the original proposal.

Mr. Kos stated that there are lots available for multi-residential development and therefore spot zoning such as recently occurred in Porter Creek is not necessary. He suggested that existing large residential lots should remain available for people who are looking for larger properties.

Mr. Kos also suggested that a second public hearing for a proposed rezoning should be scheduled if there is new information available regarding the project proposed for the site.

**2. Bylaw for the Sale and Transfer of Land Beside 2 North Star Drive**

On September 9, 2019, Council referred Bylaw 2019-16 and the issue of a lot expansion versus an easement agreement back to Administration for additional information.

The request for an easement went through the appropriate process and was denied by the approving authority. The decision is final as the Easement Authority Bylaw does not provide an appeal process. An encroachment agreement is not a recommended action as it does not provide security of tenure for the property owners.

Administration has determined that the portion of the public utility lot sought by the property owner is not currently being used for any utility except for the ATCO switch cube, and the City does not anticipate having any future need for it. If the land is sold, protection of the ATCO switch cube by an easement within the privately titled land would be a requirement of the sale agreement. Any future utility installations would need to be installed within the remaining public boulevard and/or other areas within the Falcon Drive right-of-way, which is already the case for most of the length of Falcon Drive.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2019-16, a bylaw to authorize the sale and disposition of a portion of P.U.L. 19 to the owners of 2 North Star Drive, be brought forward for consideration under the bylaw process.

**3. Lease Agreements – Pioneer Hotel 1 and Pioneer Hotel 2**

Pioneer Hotels 1 and 2 (also known as Jenni House and Hatch House, respectively) are heritage structures owned by the City of Whitehorse. The current tenants are both non-profit organizations that have been leasing the premises for a number of years.

Based on the demonstrated programming successes and cooperation between the Yukon Film Society and the Yukon Literacy Coalition, administration is recommending extending the leases for a five-year term. Both organizations have proven to be good tenants, and are positive contributors to the community.

In response to a question raised about other possible tenants, administration advised that interest in leasing these buildings has historically been very low and therefore a request for expressions of interest was not pursued.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2019-22, a bylaw to authorize a lease agreement with the Yukon Film Society with respect to Pioneer Hotel 1, also known as Jenni House, be brought forward for consideration under the bylaw process; and

THAT Bylaw 2019-23, a bylaw to authorize a lease agreement with the Yukon Literacy Coalition with respect to Pioneer Hotel 2, also known as Hatch House, be brought forward for consideration under the bylaw process.

**4. Zoning Amendment – 25 Rhine Way/468 Range Road**

Councillor Boyd declared an interest in the proposed project and recused himself.

The owner of the properties located at 468 Range Road and 25 Rhine Way is proposing to develop a seniors' community on the two lots, with the first phase being a supportive housing development at 468 Range Road. The owner has applied to rezone a portion of the 25 Rhine Way property to allow for a boundary realignment and a reduction of the parking requirements.

The current zoning of 25 Rhine Way is Comprehensive Residential Multiple Family 2 and the zoning of 468 Range Road is Mixed-Use Commercial. The proposed zoning for both 468 Range Road and a portion of 25 Rhine Way is Mixed-Use Commercial (modified). Supportive housing is an allowable use under the CM1 zone, with a special modification to reduce the parking requirement.

Dave Borud addressed the Committee on behalf of the proponent to explain that the proposed project will provide housing for people having difficulty in their own homes but not ready for a care facility. This client group doesn't drive and therefore the parking reduction is fair and adequate for independent adult living transitioning to supported care.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2019-21, a bylaw to amend the zoning of a portion of 25 Rhine Way and 468 Range Road in the Takhini neighbourhood to allow for a boundary realignment and reduced parking requirements for a supportive housing development, be brought forward for consideration under the bylaw process.

**5. Zoning Amendment – Keno Way**

Administration is proposing a number of changes to the Comprehensive Neighbourhood Commercial 2 zone in advance of the sale of commercial lots on Keno Way in Whistle Bend. The changes are intended to implement a more urban design that would function similar to Main Street and complement the location of the town square as the centre of the neighbourhood. This zone was developed as part of the Master Plan design work for Whistle Bend and has only been applied to lots on Keno Way.

The changes proposed in this bylaw are generally intended to promote an urban design for Keno Way that is focused on a pedestrian friendly scale and uses that will create vitality along the street. The proposed bylaw refines the principal uses to promote customer-oriented development that will result in a vibrant streetscape. It also would allow for a greater scale of development on each lot that is more in line with urban, downtown development than suburban development.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2019-20, a bylaw to amend the Comprehensive Neighbourhood Commercial 2 zone, be brought forward for consideration under the bylaw process.

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## **ADMINISTRATIVE REPORT**

**TO:** Mayor and Council  
**FROM:** Administration  
**DATE:** November 25, 2019  
**RE:** Amend Contribution Agreement – Grant for Cornerstone Building Project

### **ISSUE**

Amendment of the contribution agreement between the City of Whitehorse and Challenge Disability Resource Group for the proposed Cornerstone Building.

### **REFERENCE**

- Bylaw 2018-44 – Operating Budget Bylaw Amendment Bylaw
- Proposed Bylaw 2019-25 – Amending Bylaw 2018-44

### **HISTORY**

Challenge Resource Disability Group (CRDG) is a non-profit organization that works with service providers to assist people with disabilities to become active and independent in their community by learning real job skills and entering the job market.

CRDG is proposing to construct a building called the Cornerstone Building that will consist of affordable rentals, supportive housing, market real estate, ground floor retail (Twisted Wood Shop and Bridges Café), and office spaces. The land located at 704 Main Street was sold by the City to CRDG.

In July 2018 City Council approved a \$1,000,000 grant in support of this project. This amount was approximately the same amount that the City was to collect through the land purchase and development fees for the building. Approval was issued through the adoption of a budget amending bylaw, Bylaw 2018-44, which included a contribution agreement laying out the terms and conditions of the grant. CRDG has also successfully secured other Government of Yukon and federal funding to help the project proceed. Construction is anticipated to commence in 2020 and a Request for Tender has been advertised.

CRDG has received a development permit from the City which triggers release of the City grant to a Trust to draw upon as the construction proceeds. In preparation of the payment, Administration discovered that the building plans no longer align with the contribution agreement.

At the time of the City grant approval, a mix of 48 units of affordable housing units were proposed with seven additional units on the top floor to be market units for sale (total = 55 units). However, as the design progressed from conceptual to detailed, the breakdown of the type of units and total number was revised to a new total of 53 units. As the unit breakdown and total differs from the Contribution Agreement, an amendment to the approving bylaw is necessary.

## **ALTERNATIVES**

1. Approve the revised contribution agreement and bring forward an amending bylaw.
2. Do not proceed with amending the contribution agreement.

## **ANALYSIS**

Two relevant changes to the concept design have occurred since Council awarded the grant in 2018. First, the Canada Mortgage and Housing Corporation changed their eligibility requirement for funding by increasing the number of accessible units required from 10% to 20%. This caused a decrease in the number of affordable housing units from 48 to 45, but increased the accessible units from six to nine.

The second change was an increase to the top floor condominium units after it was determined by CRDG that there was no demand for the proposed three-bedroom unit. They converted this unit into an additional one-bedroom unit and one two-bedroom unit. These changes revised the total number of housing units from 55 to 53.

The changes that have occurred to the Cornerstone Building design are relatively minor. The revised project should still make a considerable impact on the supply of supportive housing and near-market affordable rental housing. The top floor market units for sale create revenue to subsidize the building mortgage. All of these units are in the process of sale agreement finalization.

Not approving the amendment may cause CDRG to delay the project and redesign the building back to the original number of units, or to proceed without any partnership from the City.

The original contribution agreement was approved by adoption of the budget amendment bylaw. Pursuant to the *Municipal Act*, a bylaw is required to amend the agreement.

## **RECOMMENDATION**

THAT a revised Contribution Agreement between the City of Whitehorse and the Challenge Disability Resource Group to update the type and total number of units in the Cornerstone Building project be approved; and

THAT Bylaw 2019-25, a bylaw to amend Bylaw 2018-44, be brought forward for due consideration under the bylaw process.

# CITY OF WHITEHORSE

## **BYLAW 2019-16**

A bylaw to authorize the sale and disposition of approximately 159 m<sup>2</sup> of land for side lot enlargement to 2 North Star Drive.

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WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale and disposition of any real property; and

WHEREAS it is deemed desirable that a portion of land located in the Copper Ridge neighbourhood on the east side of Falcon Drive be sold and disposed;

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 sell and dispose part of P.U.L 19 comprising a total area of approximately 159 m<sup>2</sup> in the Copper Ridge neighbourhood, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The parcel will be offered for sale for the sum of \$18,285.00, representing fair market value as determined by independent market value appraisal, to the owners of the adjacent Lot 462, Plan 98-142 LTO, on the condition that the lot enlargement area shall be consolidated with adjacent Lot 462, Plan 98-142 LTO.
3. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner; and
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST** and **SECOND READING:**

**THIRD READING** and **ADOPTION:**

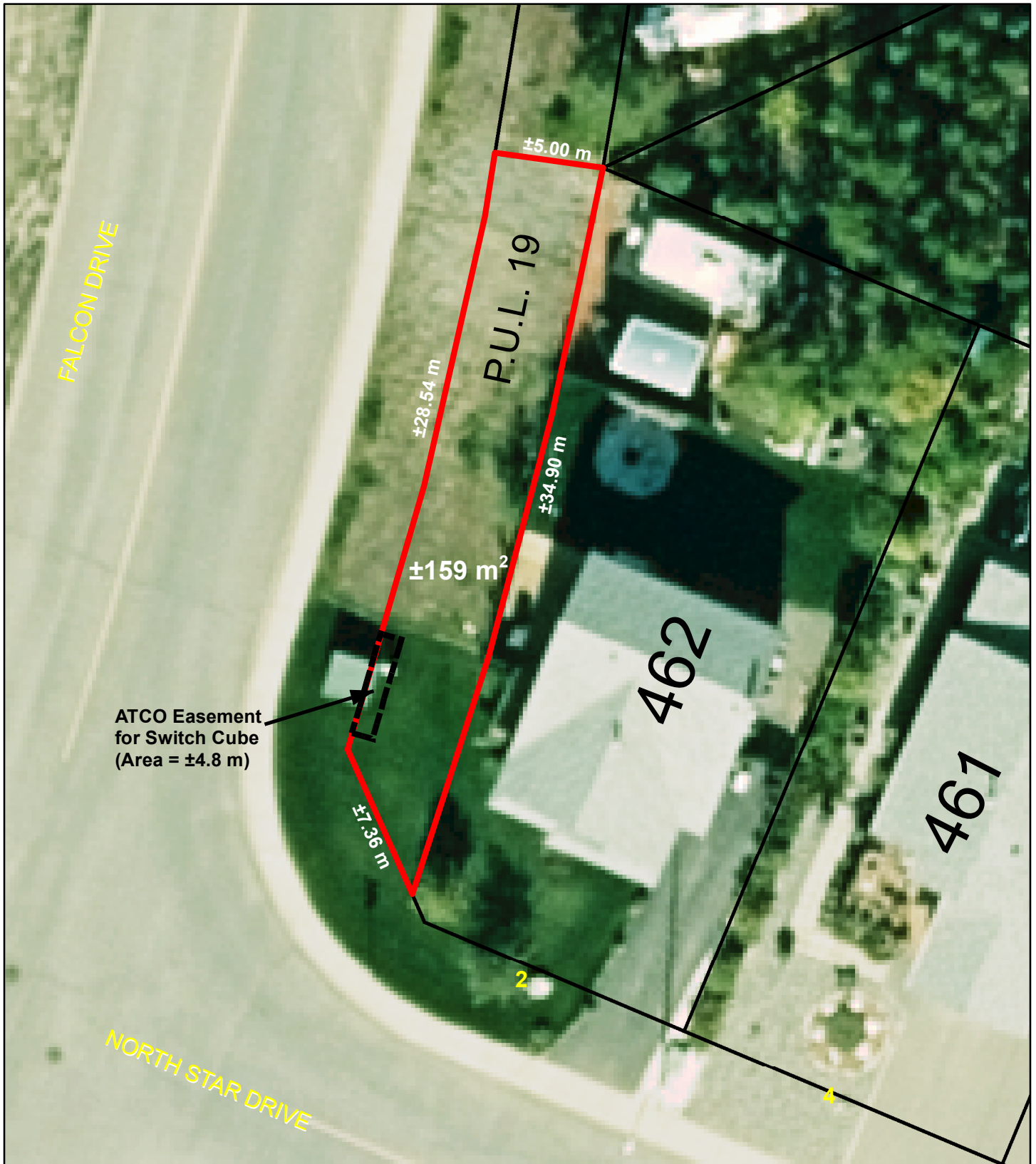
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Mayor

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Assistant City Clerk





**BYLAW 2019-16**

A bylaw to authorize the sale and disposition of part of P.U.L. 19 for lot enlargement to Lot 462, Plan 98-142 LTO.

LEGEND



SUBJECT AREAS

# **CITY OF WHITEHORSE**

## **BYLAW 2019-17**

A bylaw to authorize a local improvement charge for urban electrification

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

WHEREAS the owners of the property located at Lot 26 Pineridge Subdivision, 10 Haldane Place, 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 \$5,040.00 of which \$5,040.00 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 \$5,040.00 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 26 Pineridge Subdivision, Plan 89-67, Roll #3500002600, property class RSC, located at 10 Haldane 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 \$5,040.00 is to be funded by the City at large.
6. The sum of \$5,040.00 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 \$619.84 for each of ten years. This sum is the amount necessary to pay the annual amount of interest and principal falling due in each year, computed at the prime business rate of 3.95% as at November 13, 2019. The said special assessment shall be in addition to all other rates and taxes.

## **Local Improvement for Urban Electrification Bylaw 2019-17**

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- (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:**

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant City Clerk

## **CITY OF WHITEHORSE**

### **BYLAW 2019-22**

A bylaw to authorize a lease agreement with Yukon Film Society with respect to the heritage property Pioneer Hotel 1  
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WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS it is deemed desirable that the City enter into an agreement with Yukon Film Society for the lease of the heritage property Pioneer Hotel 1, also known as Jenni House, and a 0.017 hectare parcel of land for a five year lease term from November 1, 2019 to and including October 31, 2024;

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 lease agreement with Yukon Film Society with respect to those portions of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO and Block 330, Plan 2003-0151 LTO, in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
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 "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:**

\_\_\_\_\_  
Mayor

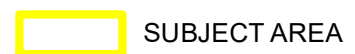
\_\_\_\_\_  
Assistant City Clerk



### BYLAW 2019-22

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with Yukon Film Society with respect to the heritage property known as Pioneer Hotel 1 (Jenni House), comprising approximately 0.17 ha.

### LEGEND



SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2019 in triplicate, to be effective as of and from the 1<sup>st</sup> day of November, 2019.

BETWEEN

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

AND

**Yukon Film Society**  
(the "Lessee")

**WHEREAS**

- A. The Lessor is the tenant of the Lands as described in Paragraph 1.1(1) herein pursuant to a License of Occupation (Disposition Number 2009-3080) with the Government of Yukon (the "License of Occupation");
- B. The Lessee will occupy the building known as the Pioneer Hotel 1 – also known as the Jenni House – which the Lessee will operate for an artist residency program and for heritage interpretation activities (the "Premises");
- C. The Premises are situated on the Lands and the Lessee desires to enter into a lease agreement with the Lessor 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 Lessee to be paid, observed and performed, the Lessor, being licensee of the Government of Yukon under the License of Occupation, does hereby demise and lease unto the Lessee on the terms and conditions herein contained, the Premises and that parcel of land more particularly described as follows:

- (1) That portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory;
- (2) That portion of Block 330, Plan 2003-0151 LTO, City of Whitehorse, Yukon Territory;

Comprising approximately 0.017 hectares more or less and shown outlined in yellow in the sketch attached hereto as Schedule "A" (the "Lands").

**1.2. Term**

To have and to hold the Lands and Premises, within which the Lessee will operate as a programming, activities and events space for the Yukon Film Society, from May 1 to October 31 annually, and as a cold storage space for items incidental to the aforementioned programming from November 1 to April 30 annually, for and during the term of November 1, 2019 up to and including October 31, 2024.

**1.3. Rent**

Yielding and paying therefore during the term hereof unto the Lessor the sum of Five Hundred dollars (\$500.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance of the first day March each year.

**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 Lessee acknowledges that it is intended that this Lease be a net-net lease for the Lessor 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 Lessee shall be borne by the Lessee excepting as otherwise expressly provided herein.

**1.6. Heritage Integrity**

The Lessor and Lessee hereby recognize that the Pioneer Hotel 1 (Jenni House) is a heritage building and that the historic integrity, especially the exterior, must be maintained. Any alterations, repairs, or applications for signage must receive prior approval from the Lessor.

**1.7. Parking**

The Lessee, their employees and any other individuals associated with the programs and activities associated with the building shall use the designated public parking area in the Shipyards Park parking lot for vehicle parking. The parking spaces are on a first-come, first-serve basis, with no reserved spaces. Vehicles are prohibited from driving and parking on any other land in Shipyards Park, unless there are exceptional circumstances and the Lessee has received verbal permission from the Lessor.

**1.8. Access**

The Lessee agrees that vehicles shall not drive or park on any portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory without prior verbal permission from the Lessor.

The Lessee further agrees that the formal pedestrian access route from the parking lot shall be by way of the waterfront trail rather than across the skating loop.

**1.9. Special Events**

The Lessor and Lessee hereby recognize that special events and festivals will be occurring in Shipyards Park during the lease term, which may limit the availability of parking and compromise access to the Lands and Premises. The Lessor shall make every reasonable effort to ensure that access to the Lands and Premises is maintained during special events and festivals. In the event that access will be unable to be maintained to the Lands and Premises as a result of any special event or festival, the Lessor shall notify

the Lessee in advance of the special event or festival (not to include any regular events such as the weekly Fireweed Market).

## **2. Covenants of Lessee**

### **2.1. *Promises of Lessee***

The Lessee covenants and agrees with the Lessor as follows:

#### **(1) *Rent***

The Lessee shall during the terms of this lease or any renewal thereof pay to the Lessor the rent hereby reserved, and all other sums to be paid by the Lessee hereunder in the manner herein provided without any deduction whatsoever. The Lessee shall produce to the Lessor from time to time, at the request of the Lessor, satisfactory evidence of the due payment by the Lessee of all other payments required to be made by the Lessee under this lease;

#### **(2) *Repair***

The Lessee shall maintain the Lands and Premises in good and substantial repair, damage by fire and other risks against which the Lessor is insured excepted (the "Lessee Repair Exceptions");

#### **(3) *Notice to Repair***

The Lessor and its agents may at all reasonable times enter the Lands and Premises 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 left at the Lands and Premises, the Lessee shall well and sufficiently repair and make good according to such notice within 15 days from the date on which such notice is left at the Lands and Premises, subject to the Lessee Repair Exceptions;

#### **(4) *Care of Lands and Premises***

The Lessee shall take good care of the Lands and Premises and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands and Premises in such condition. The Lessee shall be responsible for clearing snow on the walkway between the waterfront trail and the entrance to the Premises from May 1 to October 31 annually;

#### **(5) *Utilities***

The Lessee shall pay when due all rates and charges for electricity, water, sewer, telephone, cable, heating fuel, internet and any other utilities supplied to or used on or in the Lands and Premises as separately metered or separately invoiced by the supplier(s), including any utilities as supplied by the Lessor;

#### **(6) *Security Alarm***

The Premises is equipped with a security system. The Lessee shall pay all charges for security alarm call-outs when the reason for the call-out is deemed to be a false alarm.



(7) *Waste Diversion*

Waste diversion to extend the life of the City's landfill is important to the Landlord and the citizens of the City of Whitehorse. As such, City Council has adopted the Waste Management Bylaw which bans or controls certain types of waste. The Tenant agrees that it shall comply with the Waste Management Bylaw at all times, including provision of sufficient recycling and compost bins on the Lands and Premises, to 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;

(8) *Removal of Garbage*

The Lessee shall arrange at their cost for regular garbage collection of all garbage arising from the operation of the Lessee's business or their occupation of the Lands and Premises. The Lessee shall also be responsible for cleaning all garbage and refuse from within the Lands and Premises which includes all areas within 3 metres of the building;

(9) *Business Taxes*

The Lessee shall pay when due all business taxes payable by the Lessee in respect of the Lessee's occupancy of the Lands and Premises;

(10) *Assignment and Subleasing*

The Lessee shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, without the prior written consent of the Lessor, which consent may be arbitrarily and unreasonably withheld;

(11) *Use of Lands and Premises*

The Lessee shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as operations and programming for the Yukon Film Society between May 1 and October 31, and as cold storage of incidental items between November 1 and April 30, or such other uses as are approved in writing by the Lessor. The Lessee may make application for temporary events outside the boundaries of the Lands and Premises, so long as they obtain written approval from the Lessor, whose consent may be arbitrarily and unreasonably withheld;

(12) *Nuisance*

The Lessee 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;

(13) *Insurance Risk*

The Lessee 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 Lessee 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 Lessee and the Lessor 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 Lessee;

(14) *Bylaws*

The Lessee 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 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 the Premises;

(15) *Alterations*

The Lessee shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Lessor, and the Lessor 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 Lessor;

(16) *Fixtures*

All alterations, additions, improvements and fixtures to, in or upon the Lands and Premises including everything attached to any part of the Lands and Premises, other than the Lessee's trade fixtures, machinery, plant and equipment, shall become the property of the Lessor and shall remain on the Lands and Premises at the expiration or earlier termination of the term, subject to such exceptions that the Lessor may consent to in writing;

(17) *Removal of Goods, Chattels, or Fixtures*

The Lessee shall not remove from the Lands and Premises any goods or chattels moved into the Lands and Premises, except in the normal course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid;

(18) *No Permanent Structures*

The Lessee shall not construct, install or erect any permanent structures or buildings on the Lands or additions to the Premises without the express written consent of the Lessor;

(19) *Builder's Liens*

The Lessee shall promptly pay all charges incurred by the Lessee 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 if any such lien should be so registered the Lessee 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 Lessor, the Lessor 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 Lessor together with interest thereon from the date of payment.

Provided that in the event of a bona fide dispute by the Lessee of the validity or correctness of any such claim of lien, the Lessee 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 Lessor may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgment in respect thereof against the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Lessor;

(20) *Inspection*

The Lessee shall permit the Lessor or any other person authorized by the Lessor to inspect the Lands and Premises at all reasonable times;

(21) *Re-letting*

The Lessee shall permit the Lessor, at any time within 90 days prior to the expiration of the terms hereby granted, upon 24 hours' notice to the Lessee, to enter upon the Premises at all reasonable hours for the purpose of offering the same for rent and exhibiting the same to prospective tenants and to place and keep upon the Premises, signs advertising the premises for rent;

(22) *Maintenance*

The Lessee shall permit the Lessor 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;

(23) *Seasonal Closure*

The Lessee shall contact the Lessor at the end and beginning of each season to perform winterizing and de-winterizing procedures. The Lessor shall not charge a fee for this service.

(24) *Winter Storage*

The Lessee is permitted to store items such as furniture and books within the Premises from November 1 to April 30, provided such items are incidental to the programming, activities and events offered by the Lessee during the summer months. Absolutely no food or other pest attractants shall be stored within the Premises. The Lessee shall not regularly access the Premises during the winter

months. The Lessee shall maintain insurance coverage throughout the year in accordance with Section 5.4.

(25) *Vacant Possession*

The Lessee shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises in the condition required herein and deliver to the Lessor all keys, operation manuals, logs and such documents as are reasonably requested which relate to the Lands and Premises.

**3. Covenants of Lessor**

**3.1. *Promises of Lessor***

The Lessor covenants with the Lessee as follows:

(1) *Quiet Enjoyment*

The Lessee, 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 terms of this Lease or any renewal thereof without interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor;

(2) *Repairs*

The Lessor shall make any necessary repairs to any structural defects or weaknesses in the Premises not caused by the Lessee, its agents, employees or invitees and, in so doing, shall, to the extent possible, not unduly disrupt the Lessee's business;

(3) *Vandalism*

The Lessor shall make any repairs to the exterior of the Premises resulting from vandalism of the Premises including the removal of spray paint and graffiti;

(4) *HVAC Systems*

The Lessor shall be responsible for major repairs to or any required replacements of any heating, ventilation and air conditioning (HVAC) systems in the Premises not caused by the Lessee, its agents, employees or invitees and, in doing such work, the Lessor shall to the extent possible, not unduly disrupt the Lessee's business; and

(5) *Grounds*

The Lessor shall provide lawn care and maintenance for all that portion of the Lands not occupied by buildings.

**4. Rights and Remedies of the Lessor**

**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 Lessee continues for 30 days after written notice

thereof has been given by the Lessor to the Lessee, then it shall be lawful for the Lessor 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 Lessor re-enters the Lands and Premises by reason of the default of the Lessee prior to the expiry of the term of this lease, the Lessee will be liable to the Lessor 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 Lessor after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Lessor's costs of re-letting the Lands.

#### **4.2. *Right of Termination***

Upon the Lessor becoming entitled to re-enter upon the Lands and Premises, the Lessor shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Lessee and thereupon rent shall be apportioned and paid to the date of such determination and the Lessee shall forthwith deliver up possession of the Lands and Premises and the Lessor 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 Lessee or if the Lessee 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 Lessor 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. *Distress***

Whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, the Lessor 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 Lessee hereby expressly releases the Lessor 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 Lessee in connection therewith.

#### **4.5. *Distress not Waiver***

The exercise by the Lessor of its right of distraint for a breach or breaches by the Lessee shall not act as a waiver of such breach or breaches and the Lessor may, at its sole and unfettered discretion, after distraining or during a distraint after seizing and before the disposal of the distrained goods has been completed, exercise any of its other remedies hereunder provided or provided by law or in equity without affecting the distraint, whether

completed or not, and, if not completed, the Lessee hereby agrees that the Lessor may complete the distraint whether or not the Lessee has determined this Lease.

#### **4.6. *Non-waiver***

The waiver by the Lessor of any breach by the Lessee 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 Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent act, similar or otherwise, by the Lessee.

#### **4.7. *Lessor's Right to Perform***

If the Lessee fails to perform any of the covenants or obligations of the Lessee under or in respect of this Lease, the Lessor 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 Lessor shall be paid forthwith by the Lessee to the Lessor and if the Lessee fails to pay the same the Lessor may add the same to the rent and recover the same by all remedies available to the Lessor for the recovery of rent in arrears; provided that if the Lessor commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Lessor 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 Lessee shall pay to the Lessor interest at 1.5% per month being 19.62% per annum on all overdue 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.

#### **4.9. *Status as a Society***

In the event the Lessee 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 Lessor shall have the absolute right to terminate this Lease upon giving the Lessee written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Lands and Premises shall become the sole property of the Lessor.

### **5. Indemnification**

#### **5.1. *Indemnity by Lessee***

Except for or in respect of events caused by the Lessor'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 Lessee shall indemnify the Lessor and all of its servants, agents, employees, contractors, invitees and persons for

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

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

## **5.2. Indemnity by Lessor**

Except for or in respect of events caused by the Lessee's actions, or those for whom 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 of this Lease, the Lessor shall indemnify the Lessee and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Lessee 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 Lessor of any of the provisions of this Lease;
- (b) any act or omission of the Lessor or any of its servants, agents, employees, contractors or persons for whom the Lessor is in law responsible on the Lands and Premises; and
- (c) any injury, death or damage to persons or property of the Lessor or its servants, agents, employees, contractors or any other persons on the Lands and Premises by or with the invitation or consent of the Lessor;

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. *Lessor Unable to Perform***

Whenever and to the extent that the Lessor 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 Lessor shall be relieved from the fulfilment of such obligation and the Lessee shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

### **5.4. *Liability Insurance***

The Lessee shall provide and maintain in such form and to such extent and with such companies as required by the Lessor, public liability insurance in the minimum amount of \$3,000,000.00 for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance shall be increased by the Lessee upon the written request of the Lessor. Such policy shall designate both the Lessor and the Lessee as the insured and provide that the same cannot be cancelled without at least 15 days prior written notice to the Lessor. The Lessee shall deposit with the Lessor 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. The Lessee's insurance shall be in effect for the duration of the lease term.

### **5.5. *Contents Insurance***

The Lessee shall provide and maintain their own insurance for the contents of the Premises. The Lessee's contents insurance shall be in effect for the duration of the lease term.

### **5.6. *Condition of Lands and Premises***

The Lessee will examine the Lands and Premises before taking possession thereof under this Lease and unless the Lessee has furnished the Lessor with notice in writing specifying any defects in the construction or condition of the Lands and Premises, the Lessee shall conclusively be deemed to have examined the Lands and Premises and to have found the Lands and Premises in good order and satisfactory condition. The Lessee acknowledges that there are no promises, representations or undertakings by the Lessor as to any alterations, remodelling or decorating of the Lands and Premises or installations of equipment or fixtures therein except such, if any, as are expressly set forth in this Lease.



**5.7. Relief of Lessor on Sale**

If the Lessor 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 Lessor hereunder, the Lessor shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Lessee shall from time to time at the request of the Lessor promptly execute and return to the Lessor such certificates confirming the current status of this Lease in such detail as the Lessor may require.

**6. Hazardous Substances****6.1. Definitions**

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

- (1) radioactive materials;
- (2) explosives, excluding lawfully possessed ammunition;
- (3) 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;
- (4) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
  - (a) endangers the health, safety or welfare of persons or the health of animal life;
  - (b) interferes with normal enjoyment of life or property; or
  - (c) causes damage to plant life or to property;
- (5) toxic substances; or
- (6) 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 Lessor, the Lessee, or the Lands and Premises.

**6.2. Compliance with Laws**

The Lessee shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee'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 Lessor of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Lessee, either alone or with others, causes the happening of such event, the Lessee shall, at its own expense, immediately give the Lessor notice to that effect and thereafter give the Lessor from time to time written notice of the extent and nature of the Lessee's compliance with this Paragraph 6; 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 Lessor, obtain from an independent consultant designated or approved by the Lessor 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 Paragraph.

The Lessee shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Lessee's obligations under this Paragraph 6 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 Lessee in the course of the Lessee's business or as a result of the Lessee's use or occupancy of the Lands and Premises, then the Lessee 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 Lessor fully informed and provide to the Lessor full information with respect to proposed plans and comply with the Lessor's reasonable requirements with respect to such plans.

### **6.3. Discharge**

The Lessee 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 and Premises. The Lessee shall take all 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 Lessee shall forthwith, at the Lessor's request, provide facilities for testing and monitoring the effluent from the Lessee's operations and shall permit the Lessor and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Lessee's expense.

The Lessee shall construct, maintain and operate every furnace and burner used on the Lands and Premises 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 Lessee 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 and Premises without using the best practicable means reasonably available for preventing or counteracting such emissions.

### **6.4. Ownership of Hazardous Substances**

If the Lessee brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Lessee'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 Lessee and shall not become the property of the Lessor, 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.

#### **6.5. *Access to Information***

The Lessee hereby authorizes the Lessor to make enquiries from time to time of any government or governmental agency with respect to the Lessee's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Lessee covenants and agrees that the Lessee shall from time to time provide to the Lessor such written authorization as the Lessor may reasonably require in order to facilitate the obtaining of such information. The Lessee 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.

#### **7. Termination**

It is hereby agreed that during the term hereof, or any renewal thereof, the Lessor or the Lessee may terminate the Lease by giving notice in writing two months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

#### **8. General Provisions**

##### **8.1. *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 Lessor against the Lands and Premises. The Lessee shall execute promptly from time to time any assurances that the Lessor may request to confirm this subordination.

##### **8.2. *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.

##### **8.3. *Over-holding***

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

##### **8.4. *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.

**8.5. 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, faxed, telexed or telegraphed to or delivered at the address of the other party hereinafter set forth:

If to the Lessor: City of Whitehorse  
2121 Second Avenue  
Whitehorse, Yukon Territory  
Y1A 1C2  
Attention: Manager, Land and Building Services  
Fax No. (867) 668-8395

If to the Lessee: Yukon Film Society  
212 Lambert Street  
Whitehorse, Yukon Territory  
Y1A 1Z4  
Attention: Aileen Horler, Yukon Film Society President

A notice shall be deemed to have been received, if faxed, telexed, telegraphed 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 postal, telex or telegraph services a notice shall be given by one of the other methods of communication.

**8.6. Solicitor and Client Costs**

If the Lessee defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor may recover from the Lessee all of the Lessor'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*.

**8.7. 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 Lessee without the express written consent of the Lessor, which may be arbitrarily and unreasonably withheld.

**8.8. 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.

**8.9. Time of Essence**

Time shall in all respects be of the essence hereof.



## Affidavit of Witness

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

- 1) I was personally present and did see Aileen Horler named in the within instrument, who identified himself to me to be the person named therein, duly sign and execute the same for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said party is in my belief of the full age of nineteen years.

SWORN BEFORE ME )  
at the City of Whitehorse in the )  
Yukon Territory, this \_\_\_\_\_ day )  
of \_\_\_\_\_, 2019. )  
)  
)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
A Notary Public in and for )  
the Yukon Territory )

Witness Signature



CITY OF WHITEHORSE  
BYLAW 2019-22  
SCHEDULE "A"



## LEASE AGREEMENT

Between the City of Whitehorse and Yukon Film Society.

## LEGEND



SUBJECT AREA

## **CITY OF WHITEHORSE**

### **BYLAW 2019-23**

A bylaw to authorize a lease agreement with Yukon Literacy Coalition with respect to the heritage property Pioneer Hotel 2  
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WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS it is deemed desirable that the City enter into an agreement with Yukon Literacy Coalition for the lease of the heritage property Pioneer Hotel 2, also known as Hatch House, and a 0.022 hectare parcel of land for a five year lease term from November 1, 2019 to and including October 31, 2024;

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 lease agreement with Yukon Literacy Coalition with respect to that portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
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 "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:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant City Clerk

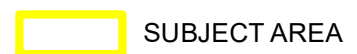




### BYLAW 2019-23

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with Yukon Literacy Coalition with respect to the heritage property known as Pioneer Hotel 2 (Hatch House), comprising approximately 0.22 ha.

### LEGEND



SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2019 in triplicate, to be effective as of and from the 1<sup>st</sup> day of November, 2019.

BETWEEN

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

(the "Lessor")

AND

**Yukon Literacy Coalition**

(the "Lessee")

**WHEREAS**

- A. The Lessor is the tenant of the Lands as described in Paragraph 1.1(1) herein pursuant to a License of Occupation (Disposition Number 2009-3080) with the Government of Yukon (the "License of Occupation");
- B. The Lessee will occupy the building known as the Pioneer Hotel 2 – also known as the Hatch House – which the Lessee will operate as a downtown location for the Family Literacy Centre (the "Premises");
- C. The Premises are situated on the Lands and the Lessee desires to enter into a lease agreement with the Lessor 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 Lessee to be paid, observed and performed, the Lessor, being licensee of the Government of Yukon under the License of Occupation, does hereby demise and lease unto the Lessee on the terms and conditions herein contained, the Premises and that parcel of land more particularly described as follows:

- (1) That portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory;

Comprising approximately 0.022 hectares more or less and shown outlined in yellow in the sketch attached hereto as Schedule "A" (the "Lands").

**1.2. Term**

To have and to hold the Lands and Premises, within which the Lessee will operate as a programming, activities and events space for the Yukon Literacy Centre, for and during the term of November 1, 2019 up to and including October 31, 2024.

**1.3. Rent**

Yielding and paying therefore during the term hereof unto the Lessor the sum of Five Hundred dollars (\$500.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance of the first day March each year.

**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 Lessee acknowledges that it is intended that this Lease be a net-net lease for the Lessor 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 Lessee shall be borne by the Lessee excepting as otherwise expressly provided herein.

**1.6. Heritage Integrity**

The Lessor and Lessee hereby recognize that the Pioneer Hotel 2 (Hatch House) is a heritage building and that the historic integrity, especially the exterior, must be maintained. Any alterations, repairs, or applications for signage must receive prior approval from the Lessor.

**1.7. Parking**

The Lessee, their employees and any other individuals associated with the programs and activities associated with the building shall use the designated public parking area in the Shipyards Park parking lot for vehicle parking. The parking spaces are on a first-come, first-serve basis, with no reserved spaces. Vehicles are prohibited from driving and parking on any other land in Shipyards Park, unless there are exceptional circumstances and the Lessee has received verbal permission from the Lessor.

**1.8. Access**

The Lessee agrees that vehicles shall not drive or park on any portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory without prior verbal permission from the Lessor.

The Lessee further agrees that the formal pedestrian access route from the parking lot shall be by way of the waterfront trail rather than across the skating loop.

**1.9. Special Events**

The Lessor and Lessee hereby recognize that special events and festivals will be occurring in Shipyards Park during the lease term, which may limit the availability of parking and compromise access to the Lands and Premises. The Lessor shall make every reasonable effort to ensure that access to the Lands and Premises is maintained during special events and festivals. In the event that access will be unable to be maintained to the Lands and Premises as a result of any special event or festival, the Lessor shall notify the Lessee in advance of the special event or festival (not to include any regular events such as the weekly Fireweed Market).

## **2. Covenants of Lessee**

### **2.1. *Promises of Lessee***

The Lessee covenants and agrees with the Lessor as follows:

**(1) *Rent***

The Lessee shall during the terms of this lease or any renewal thereof pay to the Lessor the rent hereby reserved, and all other sums to be paid by the Lessee hereunder in the manner herein provided without any deduction whatsoever. The Lessee shall produce to the Lessor from time to time, at the request of the Lessor, satisfactory evidence of the due payment by the Lessee of all other payments required to be made by the Lessee under this lease;

**(2) *Repair***

The Lessee shall maintain the Lands and Premises in good and substantial repair, damage by fire and other risks against which the Lessor is insured excepted (the “Lessee Repair Exceptions”);

**(3) *Notice to Repair***

The Lessor and its agents may at all reasonable times enter the Lands and Premises 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 left at the Lands and Premises, the Lessee shall well and sufficiently repair and make good according to such notice within 15 days from the date on which such notice is left at the Lands and Premises, subject to the Lessee Repair Exceptions;

**(4) *Care of Lands and Premises***

The Lessee shall take good care of the Lands and Premises and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands and Premises in such condition. The Lessee shall be responsible for clearing snow on the walkway between the waterfront trail and the entrance to the Premises;

**(5) *Utilities***

The Lessee shall pay when due all rates and charges for electricity, water, sewer, telephone, cable, heating fuel, internet and any other utilities supplied to or used on or in the Lands and Premises as separately metered or separately invoiced by the supplier(s), including any utilities as supplied by the Lessor;

**(6) *Security Alarm***

The Premises is equipped with a security system. The Lessee shall pay all charges for security alarm call-outs when the reason for the call-out is deemed to be a false alarm.

**(7) *Waste Diversion***

Waste diversion to extend the life of the City’s landfill is important to the Landlord and the citizens of the City of Whitehorse. As such, City Council has adopted the Waste Management Bylaw which bans or controls certain types of waste. The

Tenant agrees that it shall comply with the Waste Management Bylaw at all times, including provision of sufficient recycling and compost bins on the Lands and Premises, to 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;

(8) *Removal of Garbage*

The Lessee shall arrange at their cost for regular garbage collection of all garbage arising from the operation of the Lessee's business or their occupation of the Lands and Premises. The Lessee shall also be responsible for cleaning all garbage and refuse from within the Lands and Premises which includes all areas within 3 metres of the building;

(9) *Business Taxes*

The Lessee shall pay when due all business taxes payable by the Lessee in respect of the Lessee's occupancy of the Lands and Premises;

(10) *Assignment and Subleasing*

The Lessee shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, without the prior written consent of the Lessor, which consent may be arbitrarily and unreasonably withheld;

Notwithstanding the foregoing, the Lessor authorizes the Lessee, at the Lessee's sole discretion, to sublet the Lands and Premises to Yukon Film Society for the purposes of artist residency programming during the winter months (November 1 to April 30 annually), provided Yukon Film Society maintains its status in good standing as a not-for-profit Society.

(11) *Use of Lands and Premises*

The Lessee shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as operations and programming for the Family Literacy Centre, or such other uses as are approved in writing by the Lessor. The Lessee may make application for temporary events outside the boundaries of the Lands and Premises, so long as they obtain written approval from the Lessor, whose consent may be arbitrarily and unreasonably withheld;

(12) *Nuisance*

The Lessee 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;

(13) *Insurance Risk*

The Lessee 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 Lessee 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 Lessee and the Lessor 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 Lessee;

(14) *Bylaws*

The Lessee 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 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 the Premises;

(15) *Alterations*

The Lessee shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Lessor, and the Lessor 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 Lessor;

(16) *Fixtures*

All alterations, additions, improvements and fixtures to, in or upon the Lands and Premises including everything attached to any part of the Lands and Premises, other than the Lessee's trade fixtures, machinery, plant and equipment, shall become the property of the Lessor and shall remain on the Lands and Premises at the expiration or earlier termination of the term, subject to such exceptions that the Lessor may consent to in writing;

(17) *Removal of Goods, Chattels, or Fixtures*

The Lessee shall not remove from the Lands and Premises any goods or chattels moved into the Lands and Premises, except in the normal course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid;

(18) *No Permanent Structures*

The Lessee shall not construct, install or erect any permanent structures or buildings on the Lands or additions to the Premises without the express written consent of the Lessor;

(19) *Builder's Liens*

The Lessee shall promptly pay all charges incurred by the Lessee 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 if any such lien should be so registered the Lessee 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 Lessor, the Lessor 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 Lessor together with interest thereon from the date of payment.

Provided that in the event of a bona fide dispute by the Lessee of the validity or correctness of any such claim of lien, the Lessee 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 Lessor may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgment in respect thereof against the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Lessor;

(20) *Inspection*

The Lessee shall permit the Lessor or any other person authorized by the Lessor to inspect the Lands and Premises at all reasonable times;

(21) *Re-letting*

The Lessee shall permit the Lessor, at any time within 90 days prior to the expiration of the terms hereby granted, upon 24 hours' notice to the Lessee, to enter upon the Premises at all reasonable hours for the purpose of offering the same for rent and exhibiting the same to prospective tenants and to place and keep upon the Premises, signs advertising the premises for rent;

(22) *Maintenance*

The Lessee shall permit the Lessor 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;

(23) *Vacant Possession*

The Lessee shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises in the condition required herein and deliver to the Lessor all keys, operation manuals, logs and such documents as are reasonably requested which relate to the Lands and Premises.

### **3. Covenants of Lessor**

#### **3.1. *Promises of Lessor***

The Lessor covenants with the Lessee as follows:

(1) *Quiet Enjoyment*

The Lessee, 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 terms of this Lease or any renewal thereof without interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor;

(2) *Repairs*

The Lessor shall make any necessary repairs to any structural defects or weaknesses in the Premises not caused by the Lessee, its agents, employees or invitees and, in so doing, shall, to the extent possible, not unduly disrupt the Lessee's business;

(3) *Vandalism*

The Lessor shall make any repairs to the exterior of the Premises resulting from vandalism of the Premises including the removal of spray paint and graffiti;

(4) *HVAC Systems*

The Lessor shall be responsible for major repairs to or any required replacements of any heating, ventilation and air conditioning (HVAC) systems in the Premises not caused by the Lessee, its agents, employees or invitees and, in doing such work, the Lessor shall to the extent possible, not unduly disrupt the Lessee's business; and

(5) *Grounds*

The Lessor shall provide lawn care and maintenance for all that portion of the Lands not occupied by buildings.

### **4. Rights and Remedies of the Lessor**

#### **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 Lessee continues for 30 days after written notice thereof has been given by the Lessor to the Lessee, then it shall be lawful for the Lessor 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 Lessor re-enters the Lands and Premises by reason of the default of the Lessee prior to the expiry of the term of this lease, the Lessee will be liable to the Lessor 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 Lessor after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Lessor's costs of re-letting the Lands.



**4.2. Right of Termination**

Upon the Lessor becoming entitled to re-enter upon the Lands and Premises, the Lessor shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Lessee and thereupon rent shall be apportioned and paid to the date of such determination and the Lessee shall forthwith deliver up possession of the Lands and Premises and the Lessor 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 Lessee or if the Lessee 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 Lessor 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. Distress**

Whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, the Lessor 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 Lessee hereby expressly releases the Lessor 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 Lessee in connection therewith.

**4.5. Distress not Waiver**

The exercise by the Lessor of its right of distraint for a breach or breaches by the Lessee shall not act as a waiver of such breach or breaches and the Lessor may, at its sole and unfettered discretion, after distraining or during a distraint after seizing and before the disposal of the distrained goods has been completed, exercise any of its other remedies hereunder provided or provided by law or in equity without affecting the distraint, whether completed or not, and, if not completed, the Lessee hereby agrees that the Lessor may complete the distraint whether or not the Lessee has determined this Lease.

**4.6. Non-waiver**

The waiver by the Lessor of any breach by the Lessee 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 Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent act, similar or otherwise, by the Lessee.

**4.7. Lessor's Right to Perform**

If the Lessee fails to perform any of the covenants or obligations of the Lessee under or in respect of this Lease, the Lessor 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 Lessor shall be paid forthwith by the Lessee to the Lessor and if the Lessee fails to pay the same the Lessor may add the same to the rent and recover the same by all remedies available to the Lessor for the recovery of rent in arrears; provided that if the Lessor commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Lessor 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 Lessee shall pay to the Lessor interest at 1.5% per month being 19.62% per annum on all overdue 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.

**4.9. Status as a Society**

In the event the Lessee 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 Lessor shall have the absolute right to terminate this Lease upon giving the Lessee written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Lands and Premises shall become the sole property of the Lessor.

**5. Indemnification****5.1. Indemnity by Lessee**

Except for or in respect of events caused by the Lessor'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 Lessee shall indemnify the Lessor and all of its servants, agents, employees, contractors, invitees and persons for whom the Lessor 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 Lessee of any of the provisions of this Lease;
- (b) any act or omission of the Lessee of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Lessee is in law responsible on the Lands and Premises;

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

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

### **5.2. Indemnity by Lessor**

Except for or in respect of events caused by the Lessee's actions, or those for whom 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 of this Lease, the Lessor shall indemnify the Lessee and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Lessee 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 Lessor of any of the provisions of this Lease;
- (b) any act or omission of the Lessor or any of its servants, agents, employees, contractors or persons for whom the Lessor is in law responsible on the Lands and Premises; and
- (c) any injury, death or damage to persons or property of the Lessor or its servants, agents, employees, contractors or any other persons on the Lands and Premises by or with the invitation or consent of the Lessor;

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. Lessor Unable to Perform**

Whenever and to the extent that the Lessor 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 Lessor shall be relieved from the fulfilment of such obligation and the Lessee shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

#### **5.4. *Liability Insurance***

The Lessee shall provide and maintain in such form and to such extent and with such companies as required by the Lessor, public liability insurance in the minimum amount of \$3,000,000.00 for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance shall be increased by the Lessee upon the written request of the Lessor. Such policy shall designate both the Lessor and the Lessee as the insured and provide that the same cannot be cancelled without at least 15 days prior written notice to the Lessor. The Lessee shall deposit with the Lessor 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. The Lessee's insurance shall be in effect for the duration of the lease term.

#### **5.5. *Contents Insurance***

The Lessee shall provide and maintain their own insurance for the contents of the Premises. The Lessee's contents insurance shall be in effect for the duration of the lease term.

#### **5.6. *Condition of Lands and Premises***

The Lessee will examine the Lands and Premises before taking possession thereof under this Lease and unless the Lessee has furnished the Lessor with notice in writing specifying any defects in the construction or condition of the Lands and Premises, the Lessee shall conclusively be deemed to have examined the Lands and Premises and to have found the Lands and Premises in good order and satisfactory condition. The Lessee acknowledges that there are no promises, representations or undertakings by the Lessor as to any alterations, remodelling or decorating of the Lands and Premises or installations of equipment or fixtures therein except such, if any, as are expressly set forth in this Lease.

#### **5.7. *Relief of Lessor on Sale***

If the Lessor 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 Lessor hereunder, the Lessor shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Lessee shall from time to time at the request of the Lessor promptly execute and return to the Lessor such certificates confirming the current status of this Lease in such detail as the Lessor may require.

## **6. Hazardous Substances**

### **6.1. *Definitions***

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

- (1) radioactive materials;
- (2) explosives, excluding lawfully possessed ammunition;
- (3) 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;
- (4) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
  - (a) endangers the health, safety or welfare of persons or the health of animal life;
  - (b) interferes with normal enjoyment of life or property; or
  - (c) causes damage to plant life or to property;
- (5) toxic substances; or
- (6) 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 Lessor, the Lessee, or the Lands and Premises.

### **6.2. *Compliance with Laws***

The Lessee shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee'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 Lessor of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Lessee, either alone or with others, causes the happening of such event, the Lessee shall, at its own expense, immediately give the Lessor notice to that effect and thereafter give the Lessor from time to time written notice of the extent and nature of the Lessee's compliance with this Paragraph 6; 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 Lessor, obtain from an independent consultant designated or approved by the Lessor 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 Paragraph.

The Lessee shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Lessee's obligations under this Paragraph 6 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 Lessee in the course of the Lessee's business or as a result of the Lessee's use or occupancy of the Lands and Premises, then the Lessee 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 Lessor fully informed and provide to the Lessor full information with respect to proposed plans and comply with the Lessor's reasonable requirements with respect to such plans.

### **6.3. Discharge**

The Lessee 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 and Premises. The Lessee shall take all 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 Lessee shall forthwith, at the Lessor's request, provide facilities for testing and monitoring the effluent from the Lessee's operations and shall permit the Lessor and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Lessee's expense.

The Lessee shall construct, maintain and operate every furnace and burner used on the Lands and Premises 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 Lessee 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 and Premises without using the best practicable means reasonably available for preventing or counteracting such emissions.

### **6.4. Ownership of Hazardous Substances**

If the Lessee brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Lessee'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 Lessee and shall not become the property of the Lessor, 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.

### **6.5. Access to Information**

The Lessee hereby authorizes the Lessor to make enquiries from time to time of any government or governmental agency with respect to the Lessee's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Lessee covenants and agrees that the Lessee shall from time

to time provide to the Lessor such written authorization as the Lessor may reasonably require in order to facilitate the obtaining of such information. The Lessee 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.

## **7. Termination**

It is hereby agreed that during the term hereof, or any renewal thereof, the Lessor or the Lessee may terminate the Lease by giving notice in writing two months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

## **8. General Provisions**

### **8.1. *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 Lessor against the Lands and Premises. The Lessee shall execute promptly from time to time any assurances that the Lessor may request to confirm this subordination.

### **8.2. *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.

### **8.3. *Over-holding***

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

### **8.4. *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.

### **8.5. *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, faxed, telexed or telegraphed to or delivered at the address of the other party hereinafter set forth:

If to the Lessor: City of Whitehorse  
2121 Second Avenue  
Whitehorse, Yukon Territory  
Y1A 1C2  
Attention: Manager, Land and Building Services  
Fax No. (867) 668-8395

If to the Lessee: Yukon Literacy Coalition  
#207 – 100 Main Street  
Whitehorse, Yukon Territory  
Y1A 2A8  
Attention: Beth Mulloy, Executive Director

A notice shall be deemed to have been received, if faxed, telexed, telegraphed 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 postal, telex or telegraph services a notice shall be given by one of the other methods of communication.

#### **8.6. Solicitor and Client Costs**

If the Lessee defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor may recover from the Lessee all of the Lessor'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*.

#### **8.7. 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 Lessee without the express written consent of the Lessor, which may be arbitrarily and unreasonably withheld.

#### **8.8. 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.

#### **8.9. Time of Essence**

Time shall in all respects be of the essence hereof.

#### **8.10. Changes to Agreement**

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Lessor and Lessee, 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.



**8.11. Acceptance by Lessee**

The Lessee 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 written above in the City of Whitehorse, in the Yukon Territory.

) THE CORPORATE SEAL OF  
) **The City of Whitehorse**  
) was hereunto affixed in the presence of:  
)  
)  
)  
) \_\_\_\_\_  
) Mayor  
)  
)  
) \_\_\_\_\_  
) Assistant City Clerk

) **Yukon Literacy Coalition**  
) Per:  
)  
)  
)  
)  
)  
) \_\_\_\_\_  
Witness ) Patricia Brennan, Vice President

## Affidavit of Witness

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

- 1) I was personally present and did see Patricia Brennan named in the within instrument, who identified herself to me to be the person named therein, duly sign and execute the same for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said party is in my belief of the full age of nineteen years.

SWORN BEFORE ME )  
at the City of Whitehorse in the )  
Yukon Territory, this \_\_\_\_\_ day )  
of \_\_\_\_\_, 2019. )  
)  
)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
A Notary Public in and for )  
the Yukon Territory )

Witness Signature



## LEASE AGREEMENT

Between the City of Whitehorse and Yukon Literacy Coalition.

## LEGEND



SUBJECT AREA

# **CITY OF WHITEHORSE**

## **BYLAW 2019-25**

A bylaw to amend Bylaw 2018-44

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WHEREAS on July 23, 2019 Council passed a bylaw to amend the 2018 to 2020 operating and maintenance expenditure program to provide for a grant to the Challenge Disability Resource Group in support of the Cornerstone Building Project; and

WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS it is deemed desirable that Budget Amendment Bylaw 2018-44 be amended to authorize a revised Contribution Agreement with the Challenge Disability Resource Group with respect to the Cornerstone Building;

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

1. Bylaw 2018-44 is hereby amended by deleting the existing Appendix "A" and substituting therefore a revised Appendix "A" attached hereto and forming part of this bylaw.
2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the revised contribution agreement attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

---

Dan Curtis, Mayor

---

Norma L. Felker, Assistant City Clerk

## CONTRIBUTION AGREEMENT

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

**CITY OF WHITEHORSE**  
a municipal corporation

(the "City")

AND:

**CHALLENGE-DISABILITY RESOURCE GROUP**  
a society incorporated under the laws of Yukon

("Challenge")

IN RESPECT OF:

Lot 2, Block 38, Plan 2016-0007  
Whitehorse, Yukon

(the "Subject Land")

### PREAMBLE

WHEREAS Challenge is the registered owner in fee simple of the Subject Land; and

WHEREAS Challenge has proposed the construction of a ~~55-unit~~ **53-unit** housing development ~~consisting of 24 rental units, 24 supportive housing units, and seven affordable condominium housing units~~ **including 45 affordable rental and supportive housing units and eight condominium housing units** as well as other mixed-use development components to be built upon the Subject Land, herein called the "Project"; and

WHEREAS Whitehorse City Council has identified attainable housing as a priority in its *Strategic Priorities 2019*; and

WHEREAS Whitehorse City Council wishes to contribute alongside other housing partners to enable a housing project to help address housing affordability and provide housing for some of the city's most vulnerable, consistent with the *Housing Action Plan for Yukon* and *Safe at Home—A Community-Based Action Plan to End and Prevent Homelessness*;

NOW THEREFORE in consideration of the promises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the parties agree as follows:

### PROVISION OF CONTRIBUTION GRANT

1. Upon issuance of a Development Permit from the City and Challenge opening with a Canadian Chartered Bank, a segregated bank trust account, with the name of "Cornerstone Building Trust Account" (or such other name as close to that as is possible) (the "Trust Account"), the City will issue a contribution grant to Challenge in the amount of One Million Dollars (\$1,000,000.00) (the "Contribution Funds").

## Contribution Agreement – Cornerstone Building Project

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2. Challenge shall deposit the Contribution Funds to the Trust Account and the Contribution Funds shall be held by Challenge in trust and disbursed for expenses incurred in relation to the Project or returned to the City in accordance with the terms of this Agreement;
3. Challenge shall use the Contribution Funds solely to pay construction labour and material costs related to the Project and City imposed fees, charges and deposits related to the Project, but no other soft costs;
4. Challenge shall withdraw funds from the Trust Account only in proportion to the state of completion of construction of the Project and only after receipt of a certificate from the architect supervising the construction of the Project confirming the state of completion ("Progress Certificate"). That is, after receipt of a Progress Certificate from the Architect confirming the Project is 10% complete, Challenge may withdraw \$100,000.00 from the Trust Account, and after receipt of a Progress Certificate from the architect confirming the Project is 20% complete, Challenge may withdraw a further \$100,000.00 from the Trust Account, and so on. Challenge may take draws in such intervals of the stages of completion as are convenient to it to facilitate funding of construction and convenient to the architect for the purpose of issuing the Progress Certificates.
5. Challenge shall return the Contribution Funds to the City in the event that construction of the Project does not commence within 18 months of the date of payment of the Contribution Funds to Challenge and Challenge shall return the remaining balance of the Contribution Funds to the City in the event that Challenge fails to receive final occupancy approval from the City for all of the units of the Project within 48 months of the date of payment of the Contribution Funds to Challenge.
6. Challenge shall ensure, in a manner acceptable to the City in its sole discretion, that the City receives full credit for the City's contribution to and assistance with the Project, in all announcements, releases and advertisements related to the Project, including but not limited to the following:
  - (1) All activities
  - (2) Projects
  - (3) Communications
  - (4) Announcements
  - (5) Publicity
  - (6) Signs
  - (7) Any other appropriate means of communication or commemoration over which Challenge has influence or control.
7. Challenge shall comply with the reference list of City visibility requirements attached as Schedule 1 to this Agreement.
8. The City assumes no legal responsibility or liability for the construction or operation of the Project.

## Contribution Agreement – Cornerstone Building Project

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9. Challenge shall not apply for grants related to property taxes or any further financial assistance related to the Project, or to other real property owned by Challenge in the City of Whitehorse, for a period of 10 years after receipt of the grant. Challenge may apply for non-property related grants such as Environmental Grants and Community Clean-up Grants for use in its programming, which shall be subject to City policies at the time.

### FINANCIAL REPORTING

10. Challenge shall keep proper books of accounts of all receipts and expenditures relating to the Project and the Trust Account and to provide a yearly report to the City by March 15 detailing expenditures related to the Project and expenditures from the Trust Account with copies of the Progress Certificates.
11. Challenge shall make available for inspection by the City or its auditors all of its financial records, books and accounts within seven days of receipt of a written request from the City.
12. Challenge shall provide an audited statement for the Trust Account within 30 days of receipt of a written request from the City.
13. Challenge shall keep a tracking system in both paper and virtual formats of all expenses and receipts related to the Project and all withdrawals from the Trust Account.
14. Challenge shall provide the City all of the Progress Certificates and the complete bank Trust Account statement from the date of its last yearly report to the City, to the date of request, within three days of receipt of a written request from the City.

### NOTICES

15. Whenever, under the provision of this Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may (except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five days' notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

City of Whitehorse  
Attention: Director, Development Services  
2121 Second Avenue  
Whitehorse, Yukon Y1A 1C2 Fax: (867) 668-8635

## Contribution Agreement – Cornerstone Building Project

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and in the case of Challenge:

Challenge Disability Resource Group  
Attention: Jillian Hardie, [Executive Director/CEO]  
1148 Front Street  
Whitehorse, Yukon Y1A 1A6 Fax: (867) [667-4337]

### GENERAL

16. This Agreement shall ensure to the benefit of and be binding upon the parties, and is not assignable by Challenge without the written consent of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

### **CITY OF WHITEHORSE**

By

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Dan Curtis, Mayor

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Norma Felker, Assistant City Clerk

### **CHALLENGE-DISABILITY RESOURCE GROUP**

By

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Jillian Hardie, Authorized Signatory





## SCHEDULE 1

### City of Whitehorse Visibility Requirements

	Pre-Project	During Project
<b>Word mark Placement</b>	<p>On all print materials, such as posters, tickets, and all publications</p> <p>On all print and television advertisements</p> <p>On all displays and banners</p> <p>On all internal and external newsletters</p> <p>On website</p> <p>The size and location of the Word mark should reflect the City contribution. Word mark to be provided by the City</p>	<p>Venue signage</p> <p>On all print materials produced for distribution during the Project (i.e. programmes, guides etc.)</p>
<b>Print Materials</b>	<p>All major promotional print publications produced for the Project should provide and/or contain the following:</p> <ul style="list-style-type: none"> <li>• Word mark placement</li> <li>• Message from the Mayor</li> </ul>	<p>All major promotional print publications produced for the Project should provide and/or contain the following:</p> <ul style="list-style-type: none"> <li>• Word mark placement</li> <li>• Message from the Mayor</li> </ul>
<b>Public Events</b>	City representation at all announcements and media events leading up to Project	City representation at all major announcements and media events during the Project
<b>Advertising</b>	Where the applicant receives free space in publications or local newspapers, free City Word mark placement should be provided	Where the applicant receives free space in publications or local newspapers, free City Word mark placement should be provided
<b>Public Information</b>	<p>City to be given an opportunity to provide quotes in all news releases where possible</p> <p>Information on the City contribution to the Project to be available on the recipient's website</p>	<p>City to be given an opportunity to provide quotes in all news releases where possible</p> <p>Information on the City contribution to the Project to be available on the recipient's website</p>

# **CITY OF WHITEHORSE**

## **BYLAW 2019-20**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended with respect to a number of administrative edits to the CNC2–Comprehensive Neighbourhood Commercial 2 zone in Whistle Bend;

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

1. Section 10 of Zoning Bylaw 2012-20 is hereby amended by deleting subsection 10.10.2 and substituting therefore a new subsection 10.10.2 as follows:

“10.10.2      Principal Uses

- a)      business support services
- b)      child care centres
- c)      eating and drinking establishments
- d)      financial services
- e)      health services
- f)      hotels
- g)      household repair services
- h)      indoor participant recreation services
- i)      offices
- j)      personal service establishments
- k)      retail services, convenience
- l)      retail services, general less than 500 m<sup>2</sup>
- m)      scientific and cultural exhibits
- n)      studios”

2. Section 10.10.5 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsections c), d) and e) and substituting therefore new subsections c), d) and e) as follows:

“10.10.5      c)      The maximum floor area ratio is 2.5.

                    d)      The maximum site coverage is 90%

                    e)      The maximum height is 12 m.”

# Zoning Amendment Bylaw 2019-20

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3. Section 10.10.6 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection f) and substituting a new subsection f) as follows:
- “10.10.6 f) Residential uses, offices, and indoor participant recreation services are only permitted above the first storey.”
4. Section 10.10.6 of Zoning Bylaw 2012-20 is hereby amended by adding new subsections g) and h) as follows and renumbering the remaining subsections accordingly:
- “10.10.6 g) The off-street vehicle parking, loading, and bicycle parking provisions are modified as per section 7.3.7.
- h) Upper storeys must be setback an additional 1.5 m from the building façade facing a public street or the town square.”
5. Section 10 of Zoning Bylaw 2012-20 is hereby amended by adding new subsection 10.10.7 as follows:
- “10.10.7 Special Modifications
- a) Lot 550, Plan 2019-0003 LTO, located at 120 Keno Way in the Whistle Bend neighbourhood, is zoned CNC2x(a) with the special modification being:
- (1) Only eating and drinking establishments are permitted on the first storey.
  - (2) A minimum of 25% of seating capacity must be dedicated to outdoor seating.
  - (3) Building access and façade should front both Keno Way and the town square.
  - (4) The western side yard setback is 2.5 m.
- b) Lot 548, Plan 2019-0003 LTO, located at 134 Keno Way in the Whistle Bend neighbourhood, is zoned CNC2x(b) with the special modifications being:
- (1) Only eating and drinking establishments, retail services (general or convenience), and personal service establishments are permitted on the first storey.
  - (2) A minimum of 30% of the first storey must be established as an eating and drinking establishment.
  - (3) A minimum of 10% of seating capacity must be dedicated to outdoor seating.
  - (4) Building access and façades should front both Keno Way and the town square.
  - (5) The eastern side yard setback is 2.5 m.

# Zoning Amendment Bylaw 2019-20

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- (c) Lots 530 and 533, Plan 2019-0003 LTO, located at 125 and 129 Keno Way in the Whistle Bend neighbourhood, are zoned CNC2x(c) with the special modifications being:
    - (1) Only eating and drinking establishments, retail services (general or convenience), and personal service establishments are permitted on the first storey.
    - (2) Outdoor seating will be established in association with any eating and drinking establishment.
- 6. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 550, Plan 2019-0003 LTO, located at 120 Keno Way in the Whistle Bend neighbourhood, from CNC2–Comprehensive Neighbourhood Commercial 2 to CNC2x(a)–Comprehensive Neighbourhood Commercial 2 (modified), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
- 7. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 548, Plan 2019-0003 LTO, located at 134 Keno Way in the Whistle Bend neighbourhood, from CNC2–Comprehensive Neighbourhood Commercial 2 to CNC2x(b)–Comprehensive Neighbourhood Commercial 2 (modified), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
- 8. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lots 530 and 533, Plan 2019-0003 LTO, located at 125 and 129 Keno Way in the Whistle Bend neighbourhood, from CNC2–Comprehensive Neighbourhood Commercial 2 to CNC2x(c)–Comprehensive Neighbourhood Commercial 2 (modified), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
- 9. 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:**

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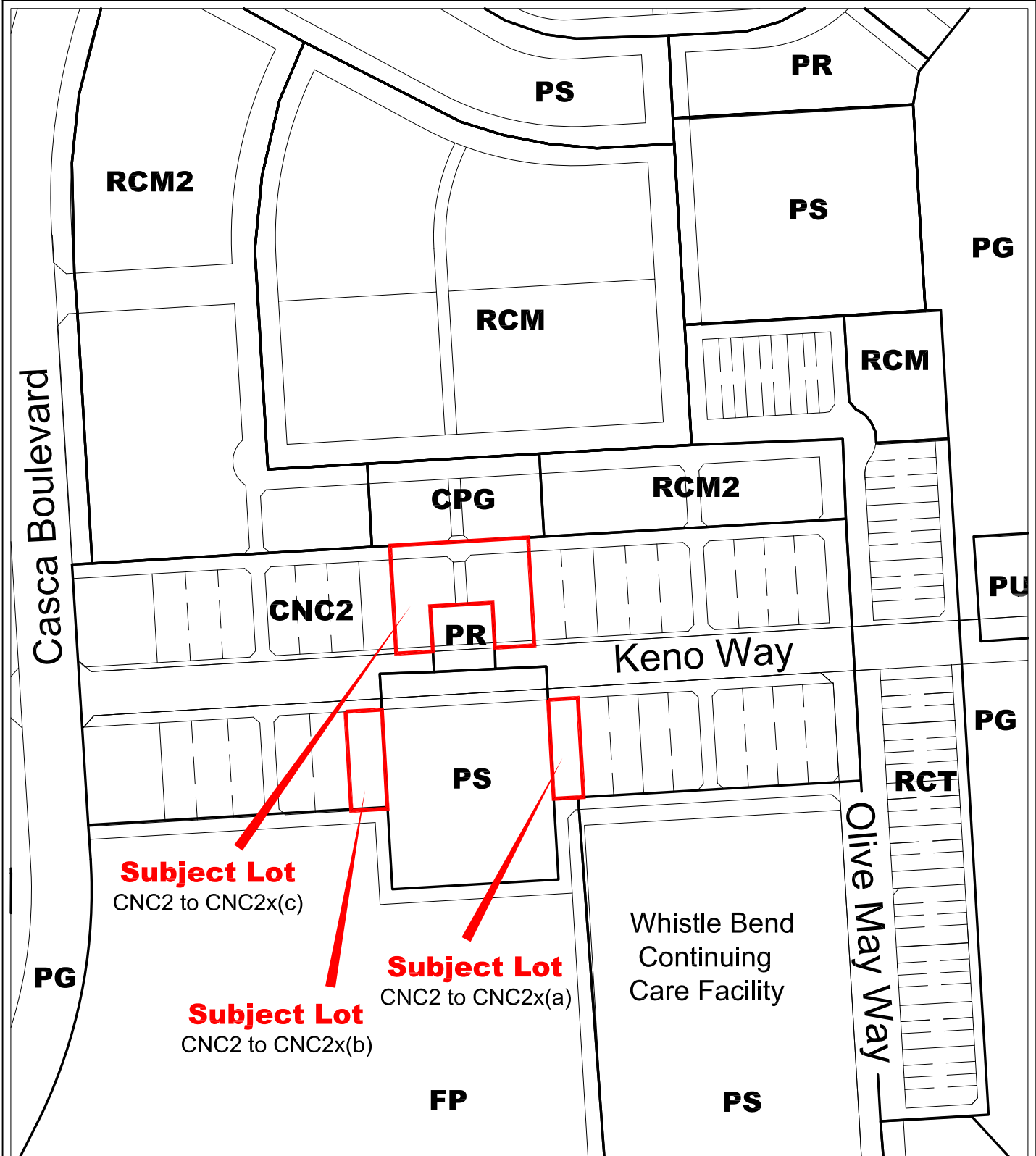
Mayor

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Assistant City Clerk




CITY OF WHITEHORSE  
BYLAW 2019-20  
APPENDIX 'A'



**Bylaw 2019-20**

A bylaw to amend the zoning of commercial lots located on Keno Way in Whistle Bend.

LEGEND

 SUBJECT AREA

# **CITY OF WHITEHORSE**

## **BYLAW 2019-21**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended with respect to a number of administrative edits;

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 adding a new subsection 9.4.7 as follows:

“9.4.7           Special Modifications

- a) A 557 m<sup>2</sup> portion of lot 426, Plan 2018-0037, located at 25 Rhine Way (in the Takhini neighbourhood) is designated CM1x with the special modifications being that the number of required parking spaces for supportive housing is calculated at a rate of 1 per 4 units.

2. Section 10 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.5.7 as follows:

“10.5.7           Special Modifications

- a) Lot 435-190-3, Group 804, Plan 35041 LTO, located at 468 Range Road (in the Takhini neighbourhood) is designated CM1x with the special modifications being that the number of required parking spaces for supportive housing is calculated at a rate of 1 per 4 units.

3. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a 557 m<sup>2</sup> portion of lot 426, Plan 2018-0037, located at 25 Rhine Way (in the Takhini neighbourhood) from RCM2 – Comprehensive Residential Multiple Family 2 to CM1x(a) – Mixed Use Commercial (modified), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.

4. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 435-190-3, Group 804, Plan 35041 LTO, located at 468 Range Road (in the Takhini neighbourhood) from CM1 – Mixed Use Commercial to CM1x(a) – Mixed Use Commercial (modified), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.

# Zoning Amendment Bylaw 2019-21

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5. 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:**

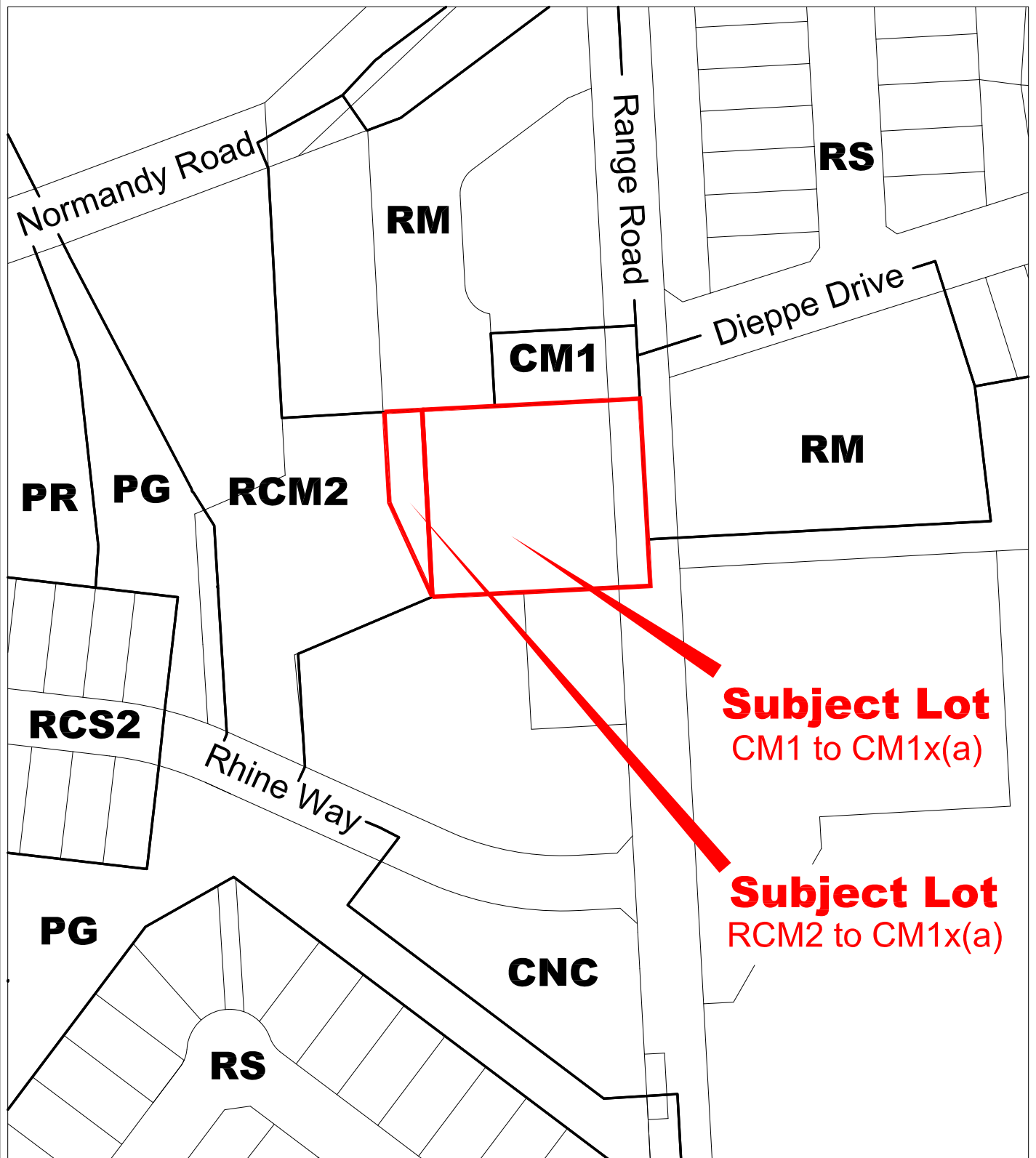
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant City Clerk






CITY OF WHITEHORSE  
BYLAW 2019-21  
APPENDIX 'A'



**BYLAW 2019-21**

A bylaw to amend the zoning of 468 Range Road and a portion of 25 Rhine Way to allow for a boundary realignment and reduced parking requirements for a supportive housing development.

**LEGEND**

 SUBJECT AREA