

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2019-23**

**DATE:** December 9, 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**

**MINUTES** Regular Council Meeting #2019-22 dated November 25, 2019

**DELEGATIONS**

**PUBLIC HEARING**

**STANDING COMMITTEE REPORTS**

**City Budget Committee – Mayor Curtis**

2020 to 2022 Operating and Maintenance Budget Address

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

Contract Award – Consulting Services – Transfer Station Detailed Design  
Contract Award – Supply of Transit Buses

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

Contract Award – Transit Real-time Information and E-Payment Systems

**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 Computer Equipment  
Public Input Report – 2020 to 2023 Capital Expenditure Program

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

**NEW AND UNFINISHED BUSINESS**

**BYLAWS**

2019-16	Land Sale, 2 North Star Drive Lot Expansion	3 <sup>rd</sup> Reading
2019-17	Urban Electric LIC, 10 Haldane Place	3 <sup>rd</sup> Reading
2019-22	Lease Agreement, Pioneer Hotel 1	3 <sup>rd</sup> Reading
2019-23	Lease Agreement, Pioneer Hotel 2	3 <sup>rd</sup> Reading
2019-25	Amend Challenge Contribution Agreement	3 <sup>rd</sup> Reading
2019-24	Capital Expenditure Program (2020 to 2023)	2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
2019-26	Operating & Maintenance Budget (2020 to 2022)	1 <sup>st</sup> Reading
2019-27	2020 Tax Levy	1 <sup>st</sup> Reading
2019-28	Fees and Charges Amendment (Budget Changes)	1 <sup>st</sup> Reading

**ADJOURNMENT**

MINUTES of **REGULAR** Meeting #2019-22 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, November 25, 2019, in Council Chambers, City Hall.

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

ABSENT: Deputy Mayor Samson Hartland  
Councillor Jan Stick

ALSO PRESENT: Acting City Manager Valerie Braga  
Director of Community and Recreation Services Jeff O’Farrell  
Acting Director of Corporate Services Michael Reyes  
Director of Development Services Mike Gau  
Director of Infrastructure and Operations Peter O’Blenes  
Manager of Legislative Services Catherine Constable  
Acting Manager of Strategic Communications Jordan Lutz

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

**CALL TO ORDER**

Mayor Curtis proclaimed 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**.

**PROCLAMATION**

**2019-22-01**

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

**AGENDA**

Carried Unanimously

**2019-22-02**

It was duly moved and seconded  
THAT the minutes of the regular council meeting dated November 12, 2019 be adopted as presented.

**MINUTES**

November 12, 2019

Carried Unanimously

**PUBLIC INPUT SESSION**

Mayor Curtis called three times for anyone to present submissions with respect to Bylaw 2019-24, a bylaw to adopt the 2020 to 2023 Capital Expenditure Program.

**BYLAW 2019-24**  
**CAPITAL BUDGET**

Forrest Pearson, speaking on behalf of the Whitehorse Urban Cycling Coalition, stated that the proposed capital budget does not do enough to eliminate existing deficiencies in the cycling network or to support the implementation of the recommendations of the Bicycle Network Plan. He also stated that there is nothing in the budget that shows a product pipeline for cycling initiatives, and suggested that staff capacity needs to be increased to allow for this to happen

Mr. Pearson stated that 60 percent of the population is interested in cycling but many people are deterred by concerns about safety. He also noted that a lot of residents do not operate motor vehicles and suggested that it is time to right the inequity.

FORREST PEARSON

Mr. Pearson reminded council that cycling relates to the declaration of a climate emergency by reducing emissions from cars, and also has economic benefits for the community as a whole since cycling infrastructure costs less than the infrastructure required for motor vehicles.

Jocelyn Land-Murphy reminded council about the presentations made by school children at the beginning of the month, asking for safer connections for cyclists. She spoke about a recent pedestrian death and asked that council prioritize the projects that the children asked for.

Ms. Land-Murphy stated that the proposed capital budget fails to include any projects to implement the Bicycle Network Plan. She noted that there are federal funding sources available to support the development of cycling infrastructure, but these funds are more difficult to access when no projects are identified in the budget.

JOCELYN LAND-MURPHY

Ms. Land-Murphy submitted a petition containing more than 2,000 names requesting that the City support active and safe routes to schools in Whitehorse.

Mike Gladish addressed council to state that the proposed budget reflects climate change mitigation but does not include funding to address the fire danger issue. He stated that he would like to see funding in place every year for fuel abatement activities.

Mr. Gladish advised that Citizens for a Fire Smart Whitehorse have been advocating for evacuation planning, fuel abatement and fire smart work. He noted that all of these initiatives require tax dollars, but the cost of doing nothing to prevent a large urban interface forest fire could cost billions. He assured council that there is citizen support for budgets that recognize the importance of emergency preparedness and prevention activities.

MIKE GLADISH

Ian De la Mare expressed concerns regarding the absence of funding for the implementation of the Schwatka Lake Area Plan. He noted that implementation is behind schedule and more funding will be needed to get the recommendations of the plan back on track.

IAN DE LA MARE

Mayor Curtis declared the public input session for the proposed capital budget closed and advised that a report on the public input received will be presented at the Standing Committee meeting on December 2, 2019.

PUBLIC INPUT CLOSED

**COMMITTEE REPORTS**

**City Operations Committee**

**2019-22-03**

It was duly moved and seconded 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.

CONTRACT EXTENSION  
LANDFILL OPERATIONS

Carried Unanimously

**Community Services Committee**

The next exchange visit of Whitehorse students to Ushiku, Japan is scheduled for the summer of 2020. However, 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. It has therefore been decided by the administration of both cities that Whitehorse will postpone sending students to Ushiku until the summer 2021.

POSTPONE 2020  
USHIKU SISTER CITY  
EXCHANGE VISIT

2020 will be the 35<sup>th</sup> anniversary of the exchange program 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.

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.

CLOTHING DRIVE  
For Information Only

**Public Health and Safety Committee**

There was no report from the Public Health and Safety Committee.

No Report

**Development Services Committee**

Robert Wills addressed the Committee to express concerns regarding the safety and stability of buildings being built in Whitehorse. He stated that current trends in construction have resulted in buildings with few interior walls and considerable glazing on exterior walls, therefore providing little lateral strength.

Mr. Wills said that buildings must be able to resist lateral movement such as occurs with high winds and earthquakes, and that the taller the structure, the greater the risk of collapse and danger to the public. He stated that this issue has been raised by structural engineers across the country. He also stated that the National Building Code does not match the standards of other countries and asked council to pursue changes to the National Building Code.

BUILDING HEIGHT  
AND WALL STRENGTH  
CONCERNS

For Information Only

**Corporate Services Committee**

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

INDIGENOUS DAY LIVE  
For Information Only

**2019-22-04**

It was duly moved and seconded  
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 from 2020 to 2022.

CONTRACT AWARD  
SUPPLY OF PRINTERS,  
PRINTER SUPPLIES AND  
MAINTENANCE

Carried Unanimously

**2019-22-05**

It was duly moved and seconded  
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.

BRING FORWARD  
LOCAL IMPROVEMENT  
BYLAW FOR URBAN  
ELECTRIFICATION  
10 Haldane Place

Carried Unanimously

**2019-22-06**

It was duly moved and seconded  
 THAT amendments totalling \$1,685,552 to the 2019 to 2022 capital  
 expenditure program be authorized as follows:

1. Amend the funding of the following completed and under budget  
 projects with funds remaining in reserves or external funding  
 sources:

Pickup for Transfer Station Compliance Officer	\$1,314
Bylaw Services Replacement Vehicle	\$3,470
Housing and Downtown Initiatives	\$6,819
McIntyre Creek Booster Station	\$57,079
Multi-Family Organic Totes	\$4,740
Pump House and Recirculation	\$16,460
Range Point Planning Implementation	\$12,666
Refinish Flexi-hall Flooring	\$24,556
Rotary Park Playground Replacement	\$7,122
Truck-Mounted Fall Arrest Davits	\$7,420
Waste Management Facility Fire	\$563,906

THIRD QUARTER  
 CAPITAL VARIANCE

2. Amend the funding of the following projects cancelled in 2019  
 and re-scoped and submitted for 2020 with funds remaining  
 in reserves or external funding sources:

Building Consolidation – City Hall Renovation	\$750,000
City Hall Security Upgrades	\$200,000
Grey Mountain Cemetery Expansion	\$30,000

Carried Unanimously

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.

THIRD QUARTER  
 OPERATING VARIANCE

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

For Information Only

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.

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.

DRAFT YUKON CLIMATE  
CHANGE STRATEGY  
For Information Only

**City Planning Committee**

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.

ISSUES WITH ZONING  
AMENDMENT PROCESS  
For Information Only

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

**2019-22-07**

It was duly moved and seconded  
THAT Bylaw 2019-16, a bylaw to authorize the sale and disposition of a portion of Public Utility Lot 19 to the owners of 2 North Star Drive, be brought forward for consideration under the bylaw process.

BRING FORWARD  
LAND SALE BYLAW  
Lot Enlargement at  
2 North Star Drive

Carried Unanimously

**2019-22-08**

It was duly moved and seconded  
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.

BRING FORWARD  
LEASE AGREEMENTS –  
SHIPYARDS PARK  
HERITAGE PROPERTIES

Carried Unanimously

Councillor Boyd declared a conflict of interest with respect to the development proposed by Zoning Amendment Bylaw 2019-21. He left Council Chambers during discussion of the matter.

Conflict Declared

**2019-22-09**

It was duly moved and seconded 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.

BRING FORWARD  
ZONING AMENDMENT  
25 Rhine/468 Range

Carried Unanimously

Some members of council expressed concerns about the impacts that the reduced parking requirements could have on the neighbourhood, but indicated a willingness to proceed with the bylaw process. The public was encouraged to provide input on the issue.

Discussion

Councillor Boyd returned to Council Chambers.

Conflict Over

**2019-22-10**

It was duly moved and seconded THAT Bylaw 2019-20, a bylaw to amend the Comprehensive Neighbourhood Commercial 2 zone on Keno Way in the Whistle Bend Neighbourhood, be brought forward for consideration under the bylaw process.

BRING FORWARD  
ZONING AMENDMENT  
Keno Way CNC2 Zone

Carried Unanimously

**NEW AND UNFINISHED BUSINESS**

**2019-22-11**

It was duly moved and seconded 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 consideration under the bylaw process.

BRING FORWARD  
AMENDMENT TO  
CONTRIBUTION  
AGREEMENT BYLAW

Carried Unanimously



**BYLAWS**

**2019-22-12**

It was duly moved and seconded  
THAT Bylaw 2019-16, a bylaw to authorize the sale and transfer of land to allow for a lot expansion at 2 North Star Drive, be given first reading.

Carried Unanimously

**BYLAW 2019-16**

LAND SALE & TRANSFER  
2 North Star Drive  
FIRST READING

**2019-22-13**

It was duly moved and seconded  
THAT Bylaw 2019-16 be given second reading.

Carried Unanimously

SECOND READING

A councillor noted that no public hearing is required with a land sale bylaw, but expressed the hope that members of the public will come forward if they have opinions regarding this issue.

Council members discussed other options that have been considered and one councillor suggested that a lease should still be considered as a viable option. It was suggested that this might not be the best way to address the property owner's issues. The City may not need this public utility lot now, but no one knows about potential future needs.

Discussion

Some concerns were expressed that accommodating this property owner implies that the City is permitting development that leads to the annexation of public property.

**2019-22-14**

It was duly moved and seconded  
THAT Bylaw 2019-17, a bylaw to authorize local improvement charges to provide for the electrification of the property located at 10 Haldane Place, be given first reading.

Carried Unanimously

**BYLAW 2019-17**

LOCAL IMPROVEMENT  
10 Haldane Place – Electric  
FIRST READING

**2019-22-15**

It was duly moved and seconded  
THAT Bylaw 2019-17 be given second reading.

Carried Unanimously

SECOND READING

Some council members expressed concerns about the administrative burden of the urban electrification program and indicated a desire to have the policy brought forward for review.

Discussion

**2019-22-16**

It was duly moved and seconded  
THAT Bylaw 2019-22, a bylaw to authorize an agreement with the Yukon Film Society for the lease of the heritage property known as Pioneer Hotel 1 (Jenni House), be given first reading.

Carried Unanimously

**BYLAW 2019-22**

LEASE AGREEMENT  
Pioneer Hotel 1  
FIRST READING

**2019-22-17**

It was duly moved and seconded  
THAT Bylaw 2019-22 be given second reading.

Carried Unanimously

SECOND READING

One councillor expressed a concern that by offering new leases to existing tenants and not seeking other prospective tenants the City is unfairly excluding other non-profit organizations.

Discussion

**2019-22-18**

It was duly moved and seconded  
THAT Bylaw 2019-23, a bylaw to authorize and agreement with the Yukon Literacy Coalition for the lease of the heritage property known as Pioneer Hotel 2 (Hatch House), be given first reading.

Carried Unanimously

**BYLAW 2019-23**

LEASE AGREEMENT  
Pioneer Hotel 2  
FIRST READING

**2019-22-19**

It was duly moved and seconded  
THAT Bylaw 2019-23 be given second reading.

Carried Unanimously

SECOND READING

**2019-22-20**

It was duly moved and seconded  
THAT Bylaw 2019-25, a bylaw to amend the contribution agreement between the City of Whitehorse and the Challenge Disability Resource Group with respect to the Cornerstone Building Project, be given first reading.

Carried Unanimously

**BYLAW 2019-25**

AMEND CONTRIBUTION  
AGREEMENT  
Cornerstone Building  
FIRST READING

**2019-22-21**

It was duly moved and seconded  
THAT Bylaw 2019-25 be given second reading.

Carried Unanimously

SECOND READING

**2019-22-22**

It was duly moved and seconded  
THAT Bylaw 2019-20, a bylaw to amend the provisions of the Comprehensive Neighbourhood 2 zone on Keno Way in the Whistle Bend neighbourhood, be given first reading.

Carried Unanimously

**BYLAW 2019-20**

ZONING AMENDMENT  
Keno Way CNC2 Zone  
FIRST READING

Councillor Boyd declared a conflict with the development proposed under Bylaw 2019-21 and left Council Chambers during discussion of the matter.

Conflict Declared

**2019-22-23**

It was duly moved and seconded  
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 given first reading.

Carried Unanimously

**BYLAW 2019-21**

ZONING AMENDMENT  
25 Rhine/458 Range  
FIRST READING

Councillor Boyd returned to Council Chambers.

Conflict Over

There being no further business, the meeting adjourned at 6:55 p.m.

**ADJOURNMENT**



## Minutes of the meeting of the City Operations Committee

<b>Date</b>	December 2, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick
<b>Absent</b>	Councillor Jan Stick
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Lindsay Schneider, Acting Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications 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 Award – Consultant Services – Transfer Station Detailed Design**

The transfer station at the Waste Management Facility receives a variety of solid waste and recyclable materials and provides opportunities to sort waste and handle it safely. The capital expenditure program includes funds to upgrade the existing transfer station to increase safety for users and staff, create a flexible design to meet current and future operational requirements, increase the cost effectiveness of operations, and improve record keeping.

Two proposals were received in response to a request for proposals issued for engineering design and construction administration of the Transfer Station Upgrades project. The scope of work has been divided into two phases, and the proposed award is for phase 1 only. The proposals were evaluated in accordance with the Consulting Services Selection Procedures Policy. The highest scoring proposal meets all the terms of the request for proposals.

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

THAT administration be authorized to award the contract for consulting services for the detailed design of the Waste Management Facility Transfer Station Upgrades project to Tetra Tech Canada Inc. for a net cost to the City of \$189,495.84 plus GST.

**2. Contract Award – Supply of Transit Buses**

The approved 2019 to 2022 capital expenditure program includes funding for the supply of six new transit buses over the next five years to replace buses in the City's aging Transit fleet.

Two proposals were received in response to a request for proposals issued. Both proposals were evaluated by an internal committee in accordance with the Purchasing and Sales Policy, and one proposal was determined to be non-compliant. The terms of the request for proposals allow for renewal of the contract for a further five-year period.

External funding is in place for the procurement of four of the six units.

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

THAT administration be authorized to award the contract for the 2019 Supply of Transit Buses project to Nova Bus, a division of Volvo Group Canada, Inc., in the amount of \$1,076,000.00 plus GST, and,

THAT administration be authorized to award the contract for the 2020 Supply of Transit Buses project to Nova Bus, a division of Volvo Group Canada, Inc., in the amount of \$1,076,000.00 plus GST, subject to approval of the 2020 Capital Expenditure Program, and,

THAT administration be authorized to award the contract for the 2021 Supply of Transit Buses project to Nova Bus, a division of Volvo Group Canada, Inc., in the amount of \$1,076,000.00, adjusted by federal CPI plus GST, subject to the approval of the 2021 Capital Expenditure Program.

**3. Snow and Ice Control – For Information Only**

A Committee member expressed appreciation for the public service announcements and messaging encouraging residents to clear their sidewalks, but noted that many residents are not following the rules about snow and ice control on sidewalks adjacent to their properties.

Administration confirmed that enforcement is done on a complaint basis and advised that 15 complaints have been investigated since early November of this year. The Committee member suggested that failure to enforce the bylaw discourages active transportation and use of transit services and stated the opinion that this is an equity issue in which the City is failing vulnerable citizens.



## Minutes of the meeting of the Community Services Committee

<b>Date</b>	December 2, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Jocelyn Curteanu – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick
<b>Absent</b>	Councillor Jan Stick
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Lindsay Schneider, Acting Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Michael Reyes, Manager of Business and Technology Systems Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications Cheri Malo, Manager of Transit Services

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

**1. 2020 Arctic Winter Games – 100 Days Out – For Information Only**

Mayor Curtis proclaimed December 5, 2019 to be 100 Days Out from the 2020 Arctic Winter Games.

George Arcand and Moira Lassen presented the theme song for the Games and provided an update on the progress of the planning and preparations. They advised that volunteers are still needed, and anyone interested in volunteering for the Games is encouraged to check out the website or contact the Games offices.

**2. Contract Award – Transit Real-time Information and E-Payment Systems**

A request for proposals for the supply and installation of Transit Real-time Passenger Information and Electronic Payment Systems was issued in October 2019.

Support and maintenance of the systems for an initial three-year period was included in the request for proposals documentation provided. Two proposals were received and reviewed by an internal committee in accordance with the City's Purchasing and Sales Policy. One proposal was determined to be non-compliant.

The capital expenditure program includes Gas Tax funding for the supply and project management/transition service and software licensing renewals for Transit Real-Time Passenger Information and Electronic Payment Systems. The operating budget contains sufficient funds for the annual support and maintenance charges.

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

THAT administration be authorized to award the contract for Transit Real-Time Passenger Information and Electronic Payments Systems to DoubleMap, Inc. up to the amount of \$181,400 plus GST; and

That administration be authorized to enter into an agreement contract with DoubleMap, Inc. for support and maintenance of the Transit Real-Time Passenger Information and Electronic Payments systems for the three-year period from 2020 to 2022.



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

<b>Date</b>	December 2, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Stephen Roddick – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland
<b>Absent</b>	Councillor Jan Stick
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Lindsay Schneider, Acting Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications

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

### 1. **Selkirk Street Safety Issues** – For Information Only

Melanie Davignon, Ian Parker and James Saunders, members of the Selkirk Street Elementary School Board, stated that with the addition of the new French Language school on Lewes Boulevard, Selkirk Street has become the primary access point to Selkirk Street School. The street is not well lighted, has no sidewalks, no bike lane, and no shoulders. There is a large amount of traffic to the school, especially in the mornings, and it is anticipated that this will only increase. When the new parking lot is built the safety issues will only get worse. They described the situation as an accident waiting to happen since the entrance to the school is a tight loop and vehicles are pulling out in both directions. Additionally, people are driving across open land and accessing the road where there are no proper intersections and very poor sightlines. They asked Council for support, including help influencing the Yukon government and the Department of Education in measures to prevent accidents.



**2. Second Avenue Safety Issues** – For Information Only

A Committee member asked about the short and long-term plans for Second Avenue, noting that it is the City's busiest thoroughfare, cutting through the heart of the downtown area where we want people to spend time. There have been a number of pedestrian-related accidents on Second Avenue in recent years, including two fatalities.

Administration advised that the Second Avenue Corridor Study is 95% complete, and will result in a number of capital items for consideration, including some projects for 2020. In the interim, some additional signage has been erected and the Traffic and Sign Committee will be asked to address the issue.



## Minutes of the meeting of the Development Services Committee

<b>Date</b>	December 2, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Dan Boyd – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick
<b>Absent</b>	Councillor Jan Stick
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Lindsay Schneider, Acting Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications

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

**1. The Yukon Story – For Information Only**

Councillor Roddick recused himself due to a connection with this project.

John Glynn-Morris addressed the Committee to advise of a new project designed to create an authentic and home-grown Yukon Story. He explained that 57 companies around the world are leveraging the Yukon brand, telling stories and benefitting from the name. The aim of the proposed project is to strengthen and diversify the Yukon economy by exploring curation of the Yukon brand to enable benefits to Yukoners.

Councillor Roddick returned to Council Chambers.

**2. Climate Change – For Information Only**

Matthew Trickett addressed the Committee to state that people have been warning about the dire consequences of global cooling, global warming and climate change for decades. He asked why we should believe this alarmism and stated the opinion that the United Nations has no place in politics in Canada.



## Minutes of the meeting of the Corporate Services Committee

<b>Date</b>	December 2, 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 Jocelyn Curteanu Councillor Samson Hartland
<b>Absent</b>	Councillor Jan Stick
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Lindsay Schneider, Acting Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Michael Reyes, Manager of Business and Technology Systems Brittany Dixon, Acting Manager of Financial Services Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications

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

**1. Request for Support – Humanitarian Issues – For Information Only**

Brian Earl asked if the City could provide any support with respect to his work in the Bahamas following Hurricane Dorian. He explained that he is a member of a non-profit group called Operators Without Borders who go to devastated areas to assist in restoring water services. Operators have the knowledge and experience to help utilities in less developed nations and make a tremendous difference to the lives of thousands.

Mr. Earl volunteered his time and also paid his own travel and accommodation expenses in order to provide the assistance required. Many companies assist employees who volunteer to do this work by granting time off either with pay or by matching unpaid leave with paid time off or allowing vacation time at the period needed. Some companies assist with travel expenses. He stated that any support the City can provide would be much appreciated.

**2. Contract Award – Supply of Computer Equipment**

Two compliant proposals were received in response to a request for proposals issued for the supply of computer equipment. Desktop computers, monitor screens and laptops are required to replace aging and end-of-life computer equipment. The proposals were evaluated by an internal committee in accordance with the City's Purchasing and Sales Policy.

One of the proposals did not meet the minimum points required for the technical and service criteria, and therefore the company's price submission was not considered.

The remaining proposal meets all requirements. Sufficient funds are allocated in the capital budget for the annual capital requirements.

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

THAT administration be authorized to award the contract for the Supply of Computer Equipment to Klondike Business Solutions in the amount of \$278,000 plus GST and:

THAT administration be authorized to establish a supply agreement contract with Klondike Business Solutions for purchases of computer equipment covering the three-year period from 2020 to 2022.

**3. Public Input Report – 2020 to 2023 Capital Expenditure Program**

At the public input session for Capital Budget Bylaw 2019-24 four delegates spoke to various aspects of the budget and a number of written submissions were received.

Four submissions and a petition were received encouraging the City to implement the priorities of City's Bicycle Network Plan by 2022. There are several engineering projects included in the budget that have a direct link to the Bicycle Network Plan, as well as two additional projects that indirectly support the implementation of the Plan by benefiting cycling routes.

Three submissions supported the Fuel Abatement project, encouraging council to put unspent funds from prior years towards fuel abatement, increase the budget for this project annually, and use the consequential trees as biomass fuels.

Two submissions were received concerning the Schwatka Lake West Shore Area Improvements. Funds are allocated in the budget for hiring a consultant to confirm the feasibility of the land use concept, engage with the public and stakeholders to acquire input, and progress the project to the preliminary design stage with cost estimates for potential future capital projects

One submission questioned the cost allocation and funding source of the pedestrian walkway project to connect Mt. McIntyre and the Canada Game Centre. This project is eligible for Gas Tax funding. Design work is scheduled for 2022 with construction in 2023.

Clarification was requested regarding the scope of the Trail Plan Implementation Project and whether this project is related to the bicycle network plan. Funds are allocated annually for implementation of the Trail Plan, which is separate from the Bicycle Network Plan.

Heather Ashthorn of WildWise addressed the Committee to request that funding for bear-resistant carts be added to the capital budget. She noted that the growth of the City means that more and more carts are being purchased, and suggested that it would be prudent to invest in carts that are bear-resistant. She also recommended that a pilot study be conducted to test bear-resistant carts in order to determine the best model for use and bulk purchase.

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

THAT Bylaw 2019-24, a bylaw to adopt the 2020 to 2023 Capital Expenditure Program, be brought forward for second and third reading under the bylaw process.



## Minutes of the meeting of the City Planning Committee

<b>Date</b>	December 2, 2019
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Samson Hartland – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick
<b>Absent</b>	Councillor Jan Stick
<b>Staff Present</b>	Valerie Braga, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Lindsay Schneider, Acting Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications

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

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**CITY OF WHITEHORSE**  
**BYLAW 2019-16**

A bylaw to authorize the sale and disposition of approximately 159 m<sup>2</sup> of land to provide for a 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 described in section 1 of this bylaw 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 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.
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST and SECOND READING:** November 25, 2019

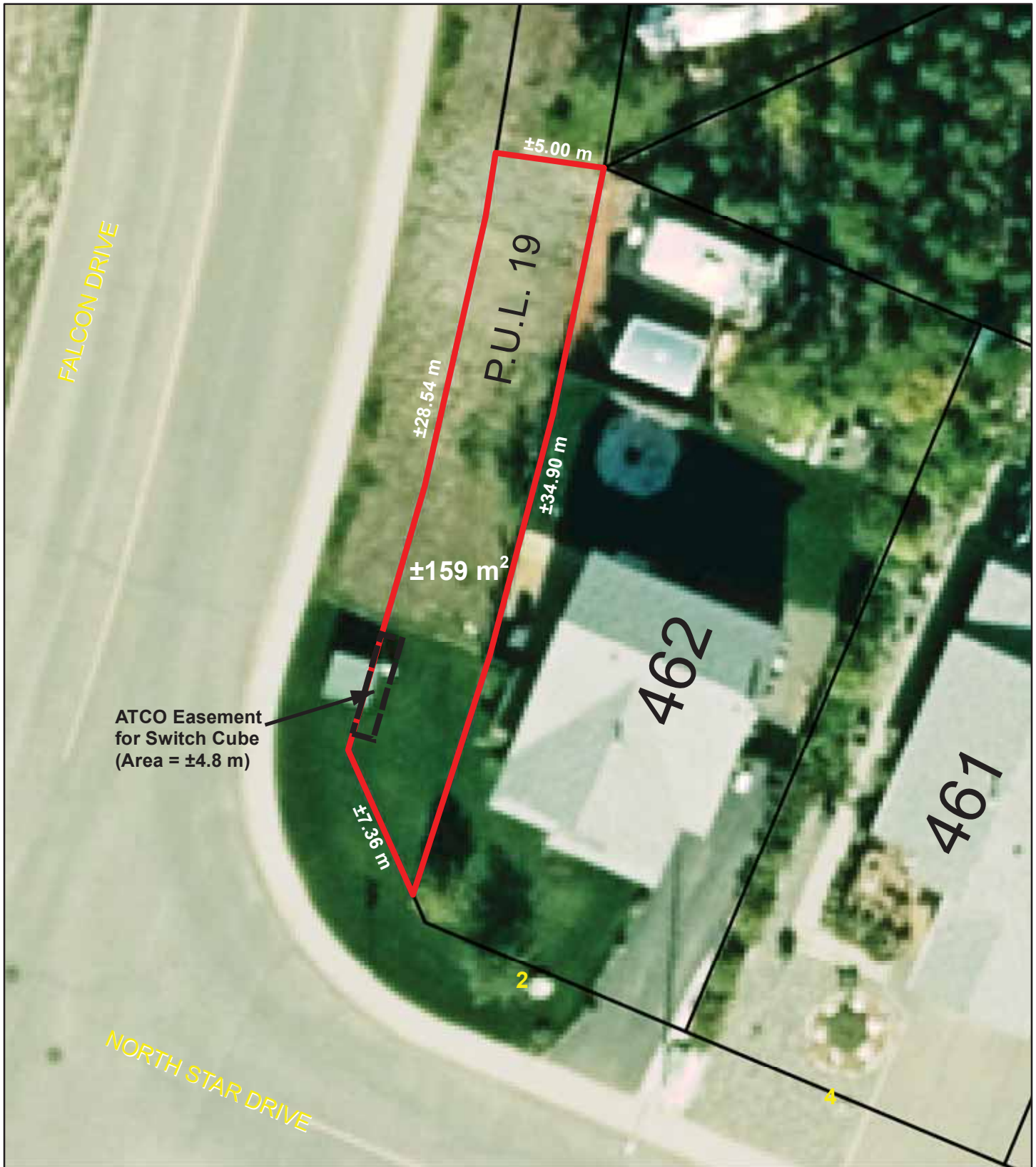
**THIRD READING and ADOPTION:**

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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

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:**

November 18, 2019

**FIRST and SECOND READING:**

November 25, 2019

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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

## CITY OF WHITEHORSE

### BYLAW 2019-22

A bylaw to authorize a lease agreement with the 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 the 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:** November 25, 2019

**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.

**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 Film Society**  
 ) Per:  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) Aileen Horler, President

\_\_\_\_\_  
 Witness

**Affidavit of Witness**

CANADA ) I, \_\_\_\_\_  
 )  
YUKON TERRITORY ) of the City of Whitehorse,  
 ) 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 ) Witness Signature  
the Yukon Territory )



**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:** November 25, 2019

**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:  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) Patricia Brennan, Vice President

\_\_\_\_\_  
Witness








**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:** November 25, 2019

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
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 53-unit housing development 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").
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;

## Contribution Agreement – Cornerstone Building Project

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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.
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.

## Contribution Agreement – Cornerstone Building Project

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### 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  
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]

Contribution Agreement – Cornerstone Building Project

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

\_\_\_\_\_  
Dan Curtis, Mayor

\_\_\_\_\_  
Norma Felker, Assistant City Clerk

**CHALLENGE-DISABILITY RESOURCE GROUP**

By

\_\_\_\_\_  
Jillian Hardie, Authorized Signatory

Contribution Agreement – Cornerstone Building Project

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CORPORATE SIGNING AUTHORITY  
AFFIDAVIT

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

I am the Executive Director/CEO of CHALLENGE-DISABILITY RESOURCE GROUP (the "Society").

- 1) I am the person who subscribed my name and affixed the corporate seal of the Society to the attached Agreement.
- 2) I am authorized by the Society to subscribe my name and affix the corporate seal to the attached instrument.
- 3) Attached hereto as Exhibit A is a true copy of the resolutions of the board of directors of the Society approving the Society entering into the attached Agreement.
- 4) The Society exists as of the date hereof.

SWORN BEFORE ME )  
at the City of Whitehorse, )  
in the Yukon Territory, )  
this \_\_\_\_\_ day of )  
\_\_\_\_\_, 2018 )

\_\_\_\_\_)  
A Notary Public in and for )  
the Yukon Territory )  
\_\_\_\_\_)  
Print Name of Notary Public )

\_\_\_\_\_)  
Jillian Hardie



Contribution Agreement – Cornerstone Building Project

SCHEDULE 1

City of Whitehorse Visibility Requirements

	<b>Pre-Project</b>	<b>During Project</b>
<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>	<p>City representation at all announcements and media events leading up to Project</p>	<p>City representation at all major announcements and media events during the Project</p>
<b>Advertising</b>	<p>Where the applicant receives free space in publications or local newspapers, free City Word mark placement should be provided</p>	<p>Where the applicant receives free space in publications or local newspapers, free City Word mark placement should be provided</p>
<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 2019-24**

A bylaw to adopt a capital expenditure program for the years 2020 to 2023

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WHEREAS section 238 of the *Municipal Act* (R.S.Y. 2002) provides that council shall by bylaw cause a multi-year capital expenditure program to be prepared and adopted; and;

WHEREAS section 239 of the *Municipal Act* provides that council may by bylaw establish a procedure to authorize and verify expenditures that vary from the capital expenditure program;

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

1. The 2020 to 2023 capital expenditure program attached hereto as Appendix "A" and forming part of this bylaw is hereby adopted.
2. No expenditure may be made that is not provided for in the 2020 to 2023 capital expenditure program unless such expenditure is approved as follows:
  - (1) By resolution of council to a maximum expenditure of \$500,000.00; or
  - (2) By bylaw for expenditures in excess of \$500,000.00.
3. Expenditures authorized in accordance with sections 2(1) and 2(2) of this bylaw that result in an increase in total expenditures above what was approved in the capital expenditure program may be subsequently approved through an umbrella bylaw at year end.
4. The Director of Corporate Services is hereby authorized to re-allocate funds between approved capital projects to a maximum expenditure of \$100,000.00.
5. A list of potential capital projects subject to confirmation of funding is attached hereto as Appendix "B" and forms part of this bylaw.
  - (1) Capital projects listed in Appendix "B" of this bylaw may be added to the approved capital expenditure program upon approval of the specific external funding agreement for such projects, whether such agreements are approved by resolution of council or by the City Manager.

# Capital Budget Bylaw 2019-24

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6. Capital projects added to the approved capital expenditure program in accordance with section 5(1) of this bylaw may be subsequently approved through an umbrella bylaw at year end.
  
7. This bylaw shall come into full force and effect on January 1, 2020.

**FIRST READING:** November 12, 2019

**PUBLIC NOTICE:** November 15 and 22, 2019

**PUBLIC INPUT:** November 25, 2019

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk

**City of Whitehorse**  
**2020-2023 Capital Expenditure Program**  
**Appendix A**



	2020	2021	2022	2023	Total
	Capital	Capital	Capital	Capital	All Years
	Budget	Budget	Budget	Budget	
<b>City Manager</b>					
Approved					
100c00120 CORPORATE RE-ORGANIZATION		75,000			75,000
<b>Total Approved</b>		75,000			75,000
<b>Director, Corporate Services</b>					
Approved					
120c00115 ASSET MANAGEMENT	200,000	380,000	380,000	380,000	1,340,000
<b>Total Approved</b>	200,000	380,000	380,000	380,000	1,340,000
<b>Strategic Communications</b>					
Approved					
201c00120 Website redesign	50,000				50,000
<b>Total Approved</b>	50,000				50,000
<b>Legislative Admin</b>					
Approved					
220c00116 RECORDS MANAGEMENT	163,000	136,000	127,000		426,000
220c00220 Policy Development	325,000				325,000
<b>Total Approved</b>	488,000	136,000	127,000		751,000
<b>Engineering Services</b>					
Approved					
240c00114 BRIDGE DECK REPAIRS		550,000			550,000
240c00319 Motorways Dev. Lane Paving	35,000				35,000
240c01120 IMPROVEMENTS TO MAINTENANCE HOLE #35				75,000	75,000
<b>Total Approved</b>	35,000	550,000		75,000	660,000
<b>Financial Services</b>					
Approved					
260c00109 OFFICE FURNITURE	50,000	50,000	50,000	50,000	200,000
260c00120 Implementation of Asset Retirement Obligations Standard	50,000				50,000
260c00220 Insurance Appraisal Services	60,000				60,000
<b>Total Approved</b>	160,000	50,000	50,000	50,000	310,000
<b>Business &amp; Technology Systems</b>					
Approved					
300c00110 SOFTWARE ACQUISITION	121,600	46,100	45,500	35,600	248,800
300c00111 SOFTWARE LICENSING RENEWALS	627,400	544,600	575,700	674,300	2,422,000
300c00112 SECURITY CAMERAS	21,900	38,500	24,300	27,900	112,600
300c00113 ERP DEVELOPMENT	120,000	40,000	40,000	40,000	240,000
300c00118 Radio and Location Equipment	119,500	134,300	88,100	190,000	531,900
300c00119 Transit Realtime Passenger Info and Electronic Payments	21,900	21,900	21,900	21,900	87,600
300c00120 Computer Infrastructure - Network and Comm Links	393,200	229,400	292,100	399,700	1,314,400
300c00220 Computer Infrastructure - Servers and Storage	112,400	85,100	319,000	74,700	591,200
300c00320 Computer Infrastructure - User Devices and Support	409,800	181,900	118,400	139,000	849,100
300c00420 IT Strategy for the City of Whitehorse	40,000				40,000
300c00620 GROUP PORTAL CONSULTATION	30,000				30,000
<b>Total Approved</b>	2,017,700	1,321,800	1,525,000	1,603,100	6,467,600
<b>Building &amp; Fleet Maintenance</b>					
Approved					
320c00110 ONE TON TRUCK REPLACEMENT		85,000	100,000	90,000	275,000
320c00111 MAJOR BUS REPAIRS	75,000	75,000	80,000	80,000	310,000
320c00320 ADDTL SUV - TRANSPORTATION ENGINEER FGD	40,000				40,000
320c00516 VIBRATORY PLATE COMPACTOR REPLACEMENT	30,000				30,000
320c00610 MAJOR EQUIPMENT REPAIRS	100,000	100,000	100,000	105,000	405,000
320c00613 FIVE TON TRUCK REPLACEMENT		180,000			180,000
320c00910 WASTE HEAT RECOVERY - CGC	425,000				425,000
320c01016 REPLACEMENT TRANSIT BUSES	1,100,000	1,200,000			2,300,000
320c01209 MOBILE SWEEPER REPLACEMENT		355,000			355,000
320c01311 AQUATIC CENTRE MAINTENANCE	75,000	75,000	75,000	75,000	300,000
320c01317 BCP - OFFICE ALTERNATIVE	98,500	197,000	197,000	197,000	689,500
320c01709 PICKUP TRUCK REPLACEMENT	120,000	70,000	165,000	70,000	425,000

**City of Whitehorse**  
**2020-2023 Capital Expenditure Program**  
**Appendix A**



	2020	2021	2022	2023	Total
	Capital	Capital	Capital	Capital	All Years
	Budget	Budget	Budget	Budget	
320c01716 BCP - FIRE HALL #1 BUILDING	60,000				60,000
320c02109 VAN REPLACEMENT		68,500	71,000		139,500
320c02809 HEAVY TRUCK REPLACEMENT		277,500			277,500
320c03110 LOADER REPLACEMENT	325,000				325,000
750c01411 FLOORING REPAIRS - FACILITIES		50,000		50,000	100,000
<b>Total Approved</b>	<b>2,448,500</b>	<b>2,733,000</b>	<b>788,000</b>	<b>667,000</b>	<b>6,636,500</b>
<b>Bylaw Services</b>					
Approved					
400c00120 Mobile LED Radar Speed Trailer	11,000				11,000
400c00220 Parking Technologies Options Analysis and Recommendation	50,000				50,000
<b>Total Approved</b>	<b>61,000</b>				<b>61,000</b>
<b>Fire</b>					
Approved					
440c00119 Thermal Imaging Cameras	18,000				18,000
440c00209 SCBA AIR MANAGEMENT REPLACEMENT/UPGRADE	450,000	25,000	50,000		525,000
440c00210 TECHNICAL RESCUE	25,000	25,000	25,000	25,000	100,000
440c00218 Emergency Management Plan Review		60,000			60,000
440c00309 TURNOUT GEAR REPLACEMENT	46,935	46,935	46,935		140,805
440c00320 Fire Service Review	80,000				80,000
<b>Total Approved</b>	<b>619,935</b>	<b>156,935</b>	<b>121,935</b>	<b>25,000</b>	<b>923,805</b>
<b>Operations</b>					
Approved					
500c00109 TRAFFIC CONTROLLER CABINET	30,000	75,000	45,000	50,000	200,000
500c00110 SMALL EQUIPMENT REPLACEMENT	65,000	55,000	55,000	60,000	235,000
500c00115 REPLACEMENT UPS BATTERIES	6,000	6,000	6,000	6,000	24,000
500c00116 MAJOR SIDEWALK REPAIRS	50,000		50,000		100,000
500c00409 PARA RAMP INFILLS	30,000	30,000	35,000	35,000	130,000
500c00609 GUIDE RAIL & JERSEY CURB REPLACEMENT	60,000	62,000		65,000	187,000
500c00709 UNPAVED ROAD MAINTENANCE	75,000		75,000		150,000
500c01009 SNOW DUMP DEVELOPMENT			50,000		50,000
500c01109 WASTE OIL RECLAMATION			350,000		350,000
<b>Total Approved</b>	<b>316,000</b>	<b>228,000</b>	<b>666,000</b>	<b>216,000</b>	<b>1,426,000</b>
<b>Water and Waste Services</b>					
Approved					
650c00120 Ground Penetrating Radar	50,000				50,000
650c01019 Metal Pile - One Year	175,000				175,000
650c01217 Commercial Water Meter Replacements	30,000	30,000	30,000	30,000	120,000
650c01409 HYDRANT INFILL	20,000	20,000	20,000	20,000	80,000
650c02019 Hydrant Service Truck Retrofit	15,000				15,000
650c02219 Riverdale Aquifer Sewer Camera Inspections		100,000			100,000
<b>Total Approved</b>	<b>290,000</b>	<b>150,000</b>	<b>50,000</b>	<b>50,000</b>	<b>540,000</b>
<b>Planning Services</b>					
Approved					
720c00220 TANK FARM MASTER PLAN	150,000				150,000
720c00318 ZONING BYLAW REWRITE	100,000	25,000			125,000
720c00319 INDIGENOUS LANGUAGES PLACE-NAME INCORPORATION	40,000				40,000
720c00614 NEIGHBOURHOOD SIGN CREATION & REFURBISHMENT	10,000	20,000			30,000
<b>Total Approved</b>	<b>300,000</b>	<b>45,000</b>			<b>345,000</b>
<b>Parks and Trails</b>					
Approved					
740c00119 Shipyards park skating loop drainage	40,000				40,000
740c00220 Whistle Bend Tree Replacement	45,000				45,000
740c00309 PLAYGROUND EQUIPMENT REPLACEMENT	65,000	65,000	65,000	65,000	260,000
740c00320 Long Lake Improvements	110,000				110,000
740c00409 TRAIL PLAN IMPLEMENTATION	75,000	75,000	75,000	75,000	300,000
740c00609 GREY MOUNTAIN CEMETERY EXPANSION	30,000	470,000			500,000
740c01415 TREE NURSERY REPLENISHMENT	25,000				25,000

**City of Whitehorse**  
**2020-2023 Capital Expenditure Program**  
**Appendix A**



	2020	2021	2022	2023	Total
	Capital	Capital	Capital	Capital	All Years
	Budget	Budget	Budget	Budget	
<b>Total Approved</b>	390,000	610,000	140,000	140,000	1,280,000
<b>Recreation &amp; Facility Services</b>					
Approved					
750c00118 Aquatic Acoustics Replacement	15,000	125,000			140,000
750c00120 Youth Programming Space - CGC	50,000				50,000
750c00811 Wellness Centre Equipment	40,000	40,000	40,000	40,000	160,000
<b>Total Approved</b>	105,000	165,000	40,000	40,000	350,000
<b>Total Appendix A 2020-2023 Capital Expenditure Program</b>	7,481,135	6,600,735	3,887,935	3,246,100	21,215,905

**City of Whitehorse**  
**2020-2023 Capital Expenditure Program**  
**Appendix B - Subject to External Funding Approval**



	2020	2021	2022	2023	Total
	Capital	Capital	Capital	Capital	All Years
	Budget	Budget	Budget	Budget	
<b>Engineering Services</b>					
Approved Subject to External Funding Approval					
240c00111 LIVINGSTONE TRAIL LAGOON ODOUR MITIGATION		770,000			770,000
240c00117 Water Licence Renewal	200,000				200,000
240c00119 Marwell Lift Sanitary Forcemain Repair	250,000				250,000
240c00209 HILLCREST DES/RECON	50,000	500,000			550,000
240c00213 HILLCREST WATER SUPPLY	700,000				700,000
240c00217 Watermain Improvements - Third & Black		30,000	380,000		410,000
240c00219 Well 6 Pump		200,000			200,000
240c00220 SCHOOL ZONE IMPROVEMENTS		440,000		300,000	740,000
240c00309 RURAL ROADS SURFACING	430,000		600,000		1,030,000
240c00320 UTILITY STATIONS AND FORCE MAIN CONDITION ASSESSMENT		380,000			380,000
240c00410 ASPHALT SURFACE OVERLAY PROGRAM		3,521,000	2,290,000		5,811,000
240c00417 Range Rd/Two Mile Hill Intersection Upgrades		710,000			710,000
240c00418 Downtown Reconstruction: Cook St West (4th to Escarpment)	9,100,000				9,100,000
240c00419 Overhead Crosswalk - Fourth Avenue "Tags"	180,000				180,000
240c00513 MARWELL EAST - TLINGIT ST	6,300,000				6,300,000
240c00515 DOWNTOWN RECONSTRUCTION - JARVIS ST EAST (FRONT-2ND)			650,000		650,000
240c00619 Traffic Signals - Fourth & Main		260,000			260,000
240c00620 TRAFFIC SIGNALS: SECOND & MAIN STREET				500,000	500,000
240c00720 HAMILTON BOULEVARD & FALCON DRIVE SOUTH ROUNDABOUT		100,000	1,200,000		1,300,000
240c00820 HAMILTON BOULEVARD & HERON DRIVE ROUNDABOUT			500,000	5,000,000	5,500,000
240c01016 DOWNTOWN RECONSTRUCTION - ALEXANDER ST WEST (4th-Esc)				220,000	220,000
240c01020 PUCKETT GULCH STAIRS REHABILITATION	250,000				250,000
240c01111 RANGE ROAD NORTH RECONSTRUCTION			200,000	4,500,000	4,700,000
240c01116 WATER & SEWER STUDY (CITY WIDE)		500,000			500,000
240c01118 Livingstone Trail Lagoon Influent Chamber Replacement	40,000	2,300,000			2,340,000
240c01216 Transportation Study (City Wide)	450,000				450,000
240c01219 ASPHALT PATH CROSSING IMPROVEMENTS		100,000			100,000
240c01220 ARKELL STORM SEWER OUTFALL IMPROVEMENTS			150,000		150,000
240c01318 Mount McIntyre Stairs	115,000				115,000
240c01410 STORM SEWER UPGRADES	90,000	20,000			110,000
240c01420 SCHWATKA LAKE WEST SHORE AREA IMPROVEMENTS	50,000				50,000
240c01520 MAIN STREET ESCARPMENT GEOHAZARD MITIGATION	460,000				460,000
240c02609 SCADA PROGRAM		1,103,000		1,060,000	2,163,000
<b>Total Approved Subject to External Funding Approval</b>	<b>18,665,000</b>	<b>10,934,000</b>	<b>5,970,000</b>	<b>11,580,000</b>	<b>47,149,000</b>
<b>Business &amp; Technology Systems</b>					
Approved Subject to External Funding Approval					
300c00314 Fire And Bylaw Computer Aided Dispatch	330,000	225,000	70,000	70,000	695,000
300c00317 SCADA Site Connections and Internal Networking Maintenance	218,000				218,000
<b>Total Approved Subject to External Funding Approval</b>	<b>548,000</b>	<b>225,000</b>	<b>70,000</b>	<b>70,000</b>	<b>913,000</b>
<b>Building &amp; Fleet Maintenance</b>					
Approved Subject to External Funding Approval					
320c00115 MOBILE STEAMER REPLACEMENT		455,000			455,000
320c00120 ADDTL Pickup - Utility Stations Leadhand FGD	55,000				55,000
320c00215 ICE RESURFACER REPLACEMENT		130,000	130,000		260,000
320c00220 ADDTL 1 Ton Service Truck- Water Sewer System Maintenance FGE	110,000				110,000
320c00317 GARBAGE/COMPOST PACKER REPLACEMENT	648,000				648,000
320c00319 Transit Bus Midlife Refurbishments		165,000	165,000	170,000	500,000
320c00420 ROBERT SERVICE CAMPGROUND BUILDING	250,000	2,655,000			2,905,000
320c00519 ICE PLANT CHILLER UPGRADES	120,000				120,000
320c00520 PICKUP TRUCK REPLACEMENT - WWS	60,000			70,000	130,000
320c00717 CONDENSER/WATER TOWER REPLACEMENT	395,000	340,000			735,000
320c00919 FLEET MANAGEMENT STUDY	50,000	75,000			125,000
320c01019 Canada Games Centre Upgrade				4,500,000	4,500,000
320c01117 BCP - SERVICES BUILDING	1,750,000	16,340,000	2,710,000		20,800,000
320c01119 Mt McIntyre Upgrade		700,000	8,000,000		8,700,000

**City of Whitehorse**  
**2020-2023 Capital Expenditure Program**  
**Appendix B - Subject to External Funding Approval**



	2020	2021	2022	2023	Total
	Capital	Capital	Capital	Capital	All Years
	Budget	Budget	Budget	Budget	
320c01217 BCP - TRANSIT/PARKS BUILDING RENOVATIONS	750,000				750,000
320c01219 Takhini Arena Upgrade				4,000,000	4,000,000
320c01509 TRANSIT HANDY BUS REPLACEMENT	240,000				240,000
320c01713 TAKHINI ARENA FURNACES		120,000			120,000
<b>Total Approved Subject to External Funding Approval</b>	<b>4,428,000</b>	<b>20,980,000</b>	<b>11,005,000</b>	<b>8,740,000</b>	<b>45,153,000</b>
<b>Fire</b>					
Approved Subject to External Funding Approval					
440c00118 Fuel Abatement			200,000		200,000
<b>Total Approved Subject to External Funding Approval</b>			<b>200,000</b>		<b>200,000</b>
<b>Transit Services</b>					
Approved Subject to External Funding Approval					
580c00115 TRANSIT SHELTERS & BENCHES	20,000	20,000	20,000	20,000	80,000
580c00119 Transit - Alter existing route network and schedules	50,000				50,000
580c00219 Transit Bus Lane Review	20,000				20,000
<b>Total Approved Subject to External Funding Approval</b>	<b>90,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>150,000</b>
<b>Water and Waste Services</b>					
Approved Subject to External Funding Approval					
650c00320 Emerging Pollutants: Wastewater Treatment	15,000	15,000	65,000	250,000	345,000
650c00420 Small Lift Stations Backup Generator	93,500				93,500
650c00618 Pot Hole Lake Service Upgrade	75,000	200,000			275,000
650c00819 Transfer Station Upgrades		750,000	2,200,000		2,950,000
650c00918 LTECF Site Upgrade		200,000			200,000
650c01118 Residential/Commercial Organics & Waste Carts	90,000			95,000	185,000
650c02319 Landfill Phase 2 East Development	750,000				750,000
<b>Total Approved Subject to External Funding Approval</b>	<b>1,023,500</b>	<b>1,165,000</b>	<b>2,265,000</b>	<b>345,000</b>	<b>4,798,500</b>
<b>Economic Development</b>					
Approved Subject to External Funding Approval					
700c00120 ECONOMIC DEVELOPMENT STRATEGY		75,000			75,000
<b>Total Approved Subject to External Funding Approval</b>		<b>75,000</b>			<b>75,000</b>
<b>Planning Services</b>					
Approved Subject to External Funding Approval					
720c00120 WHISTLE BEND TOWN SQUARE DETAILED DESIGN	140,000				140,000
720c00216 6TH AVE CONTAMINATION REMEDIATION	75,000	500,000			575,000
720c00320 URBAN CONTAINMENT BOUNDARIES ADDITIONAL STUDIES		200,000	200,000	200,000	600,000
<b>Total Approved Subject to External Funding Approval</b>	<b>215,000</b>	<b>700,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,315,000</b>
<b>Parks and Trails</b>					
Approved Subject to External Funding Approval					
740c00120 Whistle Bend Phase 4 and 6 Playground Equipment	600,000				600,000
740c00219 Shipyards Park Gazebo Concrete Pad.	60,000				60,000
740c00420 Jumpstart Playground at Shipyards Park	120,000				120,000
740c00516 RANGE POINT PLAYGROUND	150,000				150,000
740c01115 REPLACE IRRIGATION SYSTEM AT ROTARY PARK	198,000				198,000
<b>Total Approved Subject to External Funding Approval</b>	<b>1,128,000</b>				<b>1,128,000</b>
<b>Recreation &amp; Facility Services</b>					
Approved Subject to External Funding Approval					
750c00220 Pedway - Mt. McIntyre CGC Connector			200,000	1,800,000	2,000,000
750c00320 Outbuilding Consolidation - Mt. McIntyre Recreation Centre			600,000	4,400,000	5,000,000
750c00418 Accessible Playground Canada Games Centre	200,000				200,000
750c00419 CGC Changeroom Locker Upgrades	60,000				60,000
<b>Total Approved Subject to External Funding Approval</b>	<b>260,000</b>		<b>800,000</b>	<b>6,200,000</b>	<b>7,260,000</b>
<b>Total Appendix B 2020-2023 Capital Expenditure Program</b>	<b>26,357,500</b>	<b>34,099,000</b>	<b>20,530,000</b>	<b>27,155,000</b>	<b>108,141,500</b>



## CITY OF WHITEHORSE

### BYLAW 2019-26

A bylaw to adopt the 2020 annual operating and maintenance budget and the 2021 and 2022 provisional budgets

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WHEREAS section 238 of the *Municipal Act* (R.S.Y. 2002) provides that council shall by bylaw cause an annual operating budget to be prepared and adopted; and;

WHEREAS section 239 of the *Municipal Act* provides that council may establish by bylaw a procedure to authorize and verify expenditures that vary from the annual operating expenditure program;

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

1. The 2020 annual operating and maintenance budget and the provisional budgets for 2021 and 2022, attached hereto as Appendix "A" and forming part of this bylaw, is hereby adopted.
2. No expenditure may be made that is not provided for in the 2020 annual operating budget unless such expenditure is approved:
  - (1) by resolution of council to a maximum expenditure of \$500,000.00; or
  - (2) by bylaw for expenditures in excess of \$500,000.00.
3. Expenditures authorized in accordance with section 2(1) of this bylaw that result in an increase in total expenditures above what was approved in the 2020 operating and maintenance budget shall be brought forward for final approval through an umbrella bylaw at year end.
4. The Director of Corporate Services is hereby authorized to re-allocate funds within the line items in Appendix "A" to a maximum expenditure of \$100,000.00.
5. The Director of Corporate Services and City Manager may jointly re-allocate funds between the line items in Appendix "A" to a maximum expenditure of \$100,000.00.
5. This bylaw shall be deemed to have been in full force and effect on January 1, 2020.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC INPUT:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk

# **CITY OF WHITEHORSE**

## **BYLAW 2019-26**

A bylaw to adopt the 2020 annual operating and maintenance budget and the 2021 and 2022 provisional budgets

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Appendix “A” to Operating Budget Bylaw 2019-26 will be distributed at the start of the regular council meeting on Monday, December 9, 2019.

**CITY OF WHITEHORSE**

**BYLAW 2019-27**

A bylaw to levy taxes for the year 2020

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**Tax Levy Bylaw 2019-27 will be distributed at the start of the regular council meeting on Monday, December 9, 2019.**

# **CITY OF WHITEHORSE**

## **BYLAW 2019-28**

A bylaw to amend Fees and Charges Bylaw 2014-36

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

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

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect the 2020 Operating and Maintenance Budget and the provisional budgets for 2021 and 2022;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedules 3, 5, 8, 9, 10 and 12 and substituting therefore new Schedules 3, 5, 8, 9, 10 and 12 attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall be deemed to have been in full force and effect on the 1<sup>st</sup> day of January 2020.

**FIRST READING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk

**CITY OF WHITEHORSE**

**BYLAW 2019-28**

A bylaw to amend the Fees and Charges Bylaw

Explanatory Notes and Appendix  
“A” to Fees and Charges  
Amendment Bylaw 2019-28 will be  
distributed at the start of the regular  
council meeting on Monday,  
December 9, 2019.