

CITY OF WHITEHORSE
REGULAR Council Meeting #2020-17

DATE: July 27, 2020

TIME: 5:30 p.m.

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

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Pride Week, August 1 to 8, 2020

MINUTES Regular Council Meeting #2020-16 dated July 13, 2020

DELEGATIONS

PUBLIC HEARING Bylaw 2020-26 – Zoning Amendment
(Whitehorse Copper Heavy Industrial Lot)

STANDING COMMITTEE REPORTS

City Planning Committee – *Councillors Stick and Hartland*

Lease Agreement – Tennis Yukon Association

City Operations Committee – *Councillors Hartland and Cabott*

Contract Award – Paving of Operations Building Parking Lots

Contract Award – One-ton Service Vehicle for Water and Waste Department

Community Services Committee – *Councillors Curteanu and Boyd*

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

Development Services Committee – *Councillors Boyd and Curteanu*

COVID-19 Response: Business License Fees – For Information Only

Corporate Services Committee – *Councillors Cabott and Roddick*

Grants for Community Service and Municipal Charges

Budget Amendment – Whistle Bend Lift Station Pump Replacement

NEW AND UNFINISHED BUSINESS

Budget Amendment and Grant – FCM COVID-19 Homelessness Gift

BYLAWS

2020-12 – Grants for Community Service & Municipal Charges

1st & 2nd Reading

2020-17 – Lease Agreement (Tennis Yukon Association)

1st & 2nd Reading

ADJOURNMENT



PROCLAMATION

PRIDE WEEK

WHEREAS Pride Week supports and promotes events and activities that help to build a strong and vibrant community; and

WHEREAS the City of Whitehorse is committed to supporting and respecting our LGBTQ2S+ employees and community members; and

WHEREAS the theme this year, “Remote Connections”, invites Yukoners from all communities across the Territory to be part of the Pride celebrations;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim the first week of August 2020 to be ***Pride Week*** in the City of Whitehorse.

Dan Curtis
Mayor

MINUTES of **REGULAR** Meeting #2020-16 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, July 13, 2020, in Council Chambers, City Hall.

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

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

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

CALL TO ORDER

2020-16-01

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

AGENDA

Carried Unanimously

2020-16-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated June 29, 2020
be adopted as presented.

MINUTES

June 29, 2020

Carried Unanimously

COMMITTEE REPORTS

City Planning Committee

2020-16-03

It was duly moved and seconded
THAT Bylaw 2020-10, a bylaw to amend the Official Community Plan
land use designation of a portion of the Tank Farm site from
Residential–Urban to Mixed-Use–Industrial/Commercial, be amended
prior to second reading to:

BRING FORWARD AN
AMENDMENT TO
BYLAW 2020-10
TANK FARM PHASE 1
OCP AMENDMENT

1. Delete redundant Policies 8.4.4 and 8.4.5 from the Official
Community Plan as these policies relate to the remediation of the
Tank Farm site and this work has now been completed; and

2020-16-03 (Continued)

2. Amend Policy 10.7.9 of the Official Community Plan to reflect the completion of the remediation work on the Tank Farm site;
AND FURTHER THAT a second public hearing be held prior to second reading of Bylaw 2020-10 as amended.

BRING FORWARD AN
AMENDMENT TO
BYLAW 2020-10
TANK FARM PHASE 1
OCP AMENDMENT
(Continued)

Carried Unanimously

In response to questions raised, administration confirmed that the entire bylaw as amended would be the subject of the second public hearing.

Discussion

2020-16-04

It was duly moved and seconded
THAT Bylaw 2020-25, a bylaw to amend the zoning of 39 – 14th Avenue to allow a living suite as a secondary use, be brought forward for consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT
BYLAW 2020-25
(39—14th Avenue)

Carried Unanimously

Some members of Council expressed reservations about the proposed change but supported bringing the bylaw forward in order to hear from the public.

Discussion

City Operations Committee

2020-16-05

It was duly moved and seconded
THAT administration be authorized to award the contract for the SCADA Stations Radio Communications Upgrades project to Total North Communications for a net cost to the City of \$103,722 plus GST.

CONTRACT AWARD
SCADA STATIONS RADIO
COMMUNICATIONS
UPGRADE PROJECT

Carried Unanimously

Community Services Committee

There was no report from the Community Services Committee.

No Report

Public Health and Safety Committee

In response to questions raised about the Community Safety Plan for the Whitehorse Emergency Shelter, administration advised that the City participated in initial consultations at a high level, but no follow-up meetings with the Government of Yukon occurred prior to the release of the Plan. It is anticipated that the City will hear from the Yukon government as they move the plan forward.

COMMUNITY SAFETY
PLAN – WHITEHORSE
EMERGENCY SHELTER
For Information Only

A Committee member noted that a number of trolley track crossings on the waterfront trail are in disrepair and are creating hazards for trail users. Administration advised that responsibility for repairs remains with the Government of Yukon and the City has been in contact with the relevant departments urging a response to these safety issues.

TROLLEY TRACKS
SAFETY ISSUES
For Information Only

The Mayor advised that the Minister has responded to concerns raised and initiated contact with the new Deputy Minister regarding this issue. Further contact with the Deputy Minister is expected soon.

Discussion

A council member commented on the communications breakdown that occurred last Saturday as a result of a landslide in northern British Columbia. Administration advised that in such situations the Fire Department plays an active role. Typically, local radio would be used to advise citizens of the situation, and discussions will now be ongoing between the City and the Emergency Measures Organization on additional ways to get information to the public. Another council member noted that it is vital to ensure that the public has ways to communicate, since during this incident only land-lines were working for local service if people needed to contact emergency services.

COMMUNICATIONS
BREAKDOWN
For Information Only

Development Services Committee

A Committee member noted that at the last regular meeting Council requested that “City Response to COVID-19 Impacts” be a standing agenda item. An update on how this will proceed was requested. Administration advised that due to the short time frame between meetings and the complication of the Canada Day holiday in the middle of the week, staff was unable to prepare a report in time for this meeting. The issue will be on the agenda starting July 20th. The Committee requested that the issue be brought forward as an item of New and Unfinished Business at the next regular council meeting rather than waiting two weeks for the next meeting cycle.

CITY RESPONSE TO
COVID-19 IMPACTS
For Information Only

Corporate Services Committee

2020-16-06

It was duly moved and seconded
THAT the 2020 to 2023 Capital Expenditure Program be amended by funding the 2020 Appendix ‘B’ Project Remediation Planning for 6th Avenue in the amount of \$35,000 from the capital reserve until an approved Transfer Payment Agreement has been received; and
THAT Administration be authorized to award the contract for the Remediation Planning for 6th Avenue project to Hemmera Envirochem Inc for a net cost to the City of \$ 57,120 plus GST.

BUDGET AMENDMENT
AND CONTRACT AWARD
REMEDATION PLANNING
FOR 6TH AVENUE

Carried Unanimously

2020-16-07

It was duly moved and seconded
THAT the 2020 to 2023 Capital Expenditure Program be amended by increasing the 2020 Whistle Bend Future Areas Planning project in the amount of \$8,375, funded by a transfer from the Government of Yukon to cover the additional costs.

BUDGET AMENDMENT
WHISTLE BEND FUTURE
AREAS PLANNING

Carried Unanimously

NEW AND UNFINISHED BUSINESS

Administration presented a report detailing the steps involved to enable the use of on-street parking spaces by businesses impacted by the COVID-19 pandemic, including establishment of on-street patios for eating and drinking establishments.

To enable on-street patios, the City would need to amend the Special Events Road Closure Bylaw and the Fees and Charges Bylaw. The bylaw amendment process would require two council meetings, and impacted businesses and the public would have the ability to comment.

Once the bylaw amendments are completed, applicants would have to apply for a permit from the City. As part of that permitting process, businesses wishing to use parking spaces would be required to provide plans demonstrating that their proposal meets City requirements.

TEMPORARY ALLOWANCES
FOR ON-STREET PATIOS
For Information Only

There is no precedent for on-street patios in Yukon, so the safety requirements would have to be developed and understood before the individual plans could be evaluated. The businesses would also have to submit an operating plan to the Chief Medical Officer of Health. Typically, the City does not issue permits until a proponent provides evidence that other regulatory requirements have been satisfied.

It is unlikely that businesses would begin addressing the additional planning and permitting requirements until the bylaw amendments are confirmed, so that additional time would factor into realistic planning for implementation.

Council members discussed the issues and timelines involved to allow on-street patios, and the consensus was that it is too late in the season to be of use for this year. It was noted that many departments have been involved in examining the options and assessing the work that needs to be done to permit on-street patios while mitigating risks and liabilities. The suggestion was made that, from a cost-benefit point of view, to continue the work at this stage is not a practical and effective use of staff time. However, the work done to date means that if we are still in this situation next year, the City can be ready well before the summer season.

Discussion

BYLAWS

2020-16-08

It was duly moved and seconded
THAT Bylaw 2020-22, a bylaw to amend the Fees and Charges Bylaw in accordance with the second quarter review, having been read a first and second time, now be given third reading.

Carried Unanimously

BYLAW 2020-22

FEES AND CHARGES
AMENDMENT
THIRD READING

2020-16-09

It was duly moved and seconded
THAT Bylaw 2020-10, a bylaw to amend the Official Community Plan by changing the land use designation of a portion of the Tank Farm site from Residential–Urban to Mixed-use Industrial/Commercial, be amended by adding new sections 1 and 2 and renumbering the remaining sections accordingly. The new sections shall read as follows:

- “1. Official Community Plan Bylaw 2010-10 is hereby amended by deleting existing policies 8.4.4 and 8.4.5.
- 2. Official Community Plan Bylaw 2010-10 is hereby amended by deleting existing policy 10.7.9 and substituting therefore a new policy 10.7.9 as follows:

“10.7.9 The White Pass Tank Farm near Valleyview is established as a Direct Control District, pursuant to section 291 of the *Municipal Act*. This will allow Council to directly control the use and development of the land and buildings within the area. As part of the development of this site the following development restrictions are applied to Lot 429, Group 804, Plan 26170 LTO, or any future lots subdivided from Lot 429:

- a) Granular material may be relocated from one area of the site to another, but no material may be removed from the site, unless authorized through a future amendment to the Zoning Bylaw and/or a Development Agreement;
- b) No processing of material, such as washing or crushing, shall be undertaken on-site, unless authorized through a future amendment to the Zoning Bylaw and a Development Agreement; and
- c) Detailed plans for material management and/or relocation of material within the Tank Farm property shall be authorized through a future amendment to the Zoning Bylaw and a Development Agreement.”

Carried Unanimously

AMENDMENT TO
BYLAW 2020-10
PRIOR TO 2ND READING

Administration confirmed that the requirement for an additional public hearing passed at the “Committee Reports” stage earlier in the meeting, and that public input will be accepted on the entire bylaw as amended.

Discussion

2020-16-10

It was duly moved and seconded
THAT Bylaw 2020-25, a bylaw to amend the zoning of 39–14th Avenue in the Porter Creek neighbourhood to allow a living suite as a secondary use, be given first reading.

Carried Unanimously

BYLAW 2020-25

ZONING AMENDMENT
39-14th Avenue
FIRST READING

There being no further business, the meeting adjourned at 7:00 p.m.

ADJOURNMENT

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MEMORANDUM

FILE #: Z-11-2020

TO: Mayor and Council
FROM: Administration
DATE: July 27, 2020
SUBJECT: Public Hearing at Regular Council Meeting July 27, 2020

Please be advised there will be a Public Hearing at the regular council meeting on July 27, 2020, to hear from interested parties related to the following zoning amendment:

Bylaw 2020-26, an amendment to the Zoning Bylaw to change the zoning of a property owned by Kalojen Corporation (Lot 287 REM in Whitehorse Copper) from IH-Heavy Industrial to IS-Service Industrial, and amend the zoning of a portion of Access Road from PG-Greenbelt to IS-Service Industrial.

Kalojen Corporation (owner of Pelly Construction) has applied for an amendment to allow for the construction of a 3-storey office building and a shop with a wash bay on the subject property. The lot is currently zoned IH-Heavy Industrial, which does not allow for “offices” as a use. The company is requesting to have the zoning changed to IS-Service Industrial, which has “offices” listed as a secondary use (“general contractor services” would be the company’s principal use).

The salvage and equipment storage uses currently occurring on the property would continue with the new uses added. A portion of the property contains a surveyed access road that would be retired and amended from PG-Greenbelt to IS-Service Industrial. The property is ~4.5 hectares in size. It has power utility and would rely on well and septic for water and sewer servicing.

Bylaw 2020-26 received 1st Reading on June 23, 2020. Notices were published in the newspapers on July 3 and July 10. A total of 122 letters were sent to property owners within 1 km of the subject property. Yukon Government Lands Department, Kwanlin Dün First Nation, and Ta’an Kwäch’än Council were also notified by mail of the proposed amendment.

Erica Beasley
Planner II

cc: Director of Development Services
Manager of Planning and Sustainability Services
Manager of Land and Building Services



Minutes of the meeting of the City Planning Committee

Date	July 20, 2020	2020-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jan Stick – Chair Councillor Samson Hartland – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Patrick Ross, Manager of Land and Building Services Catherine Constable, Manager of Legislative Services	

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

1. Lease Agreement – Tennis Yukon Association

The Tennis Yukon Association leases the City-owned tennis courts near the Mount McIntyre Recreation Centre. The current lease expires in 2021, but the Association plans to resurface the courts and is required to demonstrate tenure beyond the current lease in order to secure funding for the resurfacing project.

A lease agreement between the City and Tennis Yukon has been prepared to allow for the continued use of the land and premises for the operation of the tennis facility. The proposed lease is for a ten-year term ending in 2030.

The recommendation of the City Planning Committee is

THAT Bylaw 2020-17, a bylaw to enter into a lease agreement with the Tennis Yukon Association, be brought forward for consideration under the bylaw process.



Minutes of the meeting of the City Operations Committee

Date	July 20, 2020	2020-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services Wayne Tuck, Senior Projects Engineer	

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

1. Contract Award – Paving the Operations Building Parking Lots

In response to a tender issued for the Operations Building Parking Lot Paving Project, one compliant bid was received. There is only one large paving contractor available locally to do the work.

An internal review committee agreed that the bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully. The prices submitted are reasonable and there are sufficient funds in the project budget.

The recommendation of the City Operations Committee is

THAT administration be authorized to award the contract for the Operations Building Parking Lot Paving Project to Terus Construction Ltd. (Skookum Asphalt) for a net cost to the City of \$926,514.45 plus GST.

2. Contract Award – Supply of a One-ton Service Vehicle

The 2020 capital budget includes funds for the supply and delivery of a one-ton service vehicle with on-board air system, lifting crane and tools necessary for the maintenance and repair of the City's water and sewer utility systems. In response to a tender issued, one compliant bid was received.

An internal review committee agreed that the bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully. The pricing submitted is reasonable. Sufficient funds are available in the capital budget to complete this project, funded by the Gas Tax Program.

The recommendation of the City Operations Committee is

THAT administration be authorized to award the contract for the supply and delivery of a one-ton service vehicle for the Water and Waste Services department to Metro Chrysler Ltd. for a net cost to the City of \$107,375.00, plus GST.



Minutes of the meeting of the Community Services Committee

Date	July 20, 2020	2020-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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



Minutes of the meeting of the Public Health and Safety Committee

Date	July 20, 2020	2020-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Stephen Roddick – Chair Councillor Jan Stick – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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

1. **Traffic Calming Measures** – For Information Only

A Committee member requested an update on traffic calming initiatives in response to citizen requests. Administration advised that the Takhini Avenue neighbourhood was provided with options for traffic calming. Overall, a city-wide traffic study is under way along with a Second Avenue study and the Bicycle Network Plan. When specific requests are received the Engineering department and the Street Sign and Traffic Committee work with the group making the request to examine options most suitable to the location.



Minutes of the meeting of the Development Services Committee

Date	July 20, 2020	2020-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd – Chair Councillor Jocelyn Curteanu – Vice-Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services Mélodie Simard, Manager of Planning and Sustainability Services	

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

1. COVID-19 Response: Business License Fees – For Information Only

Administration provided four alternatives for Council to consider with respect to providing retroactive waivers of business license fees for 2020.

Alternative 1 would be to take no further action since a resolution passed in April suspended the application and collection of penalties and interest for late payments for city services, excluding property taxes, until September 30, 2020. The cost implications are not expected to be significant as they only cover penalties and interest, not the application fee.

Alternative 2 would allow the City to extend business licenses renewals for businesses that were under an order to close during COVID-19. To further support businesses ordered to close, the City could waive license fees for one year when the business license is renewed. Although the number of fully closed businesses is known, it is not clear how the City could address partial closures or whether there should be proration to

address the fact some or all businesses ordered closed have now reopened. This alternative has the highest administrative burden and the financial implications could not be estimated.

Alternative 3 would allow the City to provide a retroactive waiver of business license fees for businesses with a 30% loss in monthly gross revenue but did not qualify to receive Northern Business Relief Fund support. It is difficult to estimate the total cost to the City as business license fees vary.

Alternative 4 would allow the City to provide a retroactive waiver of business license fees for all Whitehorse businesses not enrolled in the Northern Business Relief Fund. This option would have a significant financial impact on the City.

Committee members commented that it is difficult to contemplate any actions without having a better picture of the City's overall financial situation and any relevant business data that might be available.



Minutes of the meeting of the Corporate Services Committee

Date	July 20, 2020	2020-17
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Laura Cabott – Chair Councillor Stephen Roddick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Ewa Benson, Acting Manager of Financial Services Catherine Constable, Manager of Legislative Services Arcadio Rodriguez, Acting Manager of Water and Waste Services	

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

1. Grants for Community Service and Municipal Charges

Councillor Cabott declared that she has an interest in one of the organizations on the list to receive a community service grant.

Council annually allocates funds to assist non-profit charitable and/or recreational organizations in the payment of municipal property taxes and other specific municipal charges.

Grant allocations are recommended based on the tiered criteria contained in the Municipal Charges and Community Service Grants Policy. The City Grant-making Policy also stipulates a \$50,000 cap for all grants to any one organization in a given year. Applicants are required to submit their latest financial statements so that their applications can be assessed against the policy’s criteria.

All recommended allocations are consistent with the policy.

The recommendation of the Corporate Services Committee is

THAT Bylaw 2020-12 a bylaw to authorize grants for community service and municipal charges for the year 2020, be brought forward for consideration under the bylaw process.

2. Budget Amendment – Whistle Bend Lift Station Pump Replacement

The Whistle Bend Lift Station receives waste water from the Whistle Bend subdivision. The station has three pumps, one of which is a spare. Early in 2020, one of the active pumps failed and the spare pump was placed into service, leaving no spare.

The supply time for delivery of a new pump is approximately 10 weeks. Approval for a sole source procurement was authorized by the city manager as an emergency procurement due to the risks to the environment and to public health and safety, and to ensure continuity of service. An order has been placed with the pump supplier, and an application for Gas Tax funding has been submitted. Until the application is approved, it is proposed to fund the purchase from reserves.

Water and Waste Services is investigating options to implement a Computerized Maintenance Management System linked to SCADA to aid in the assessment and maintenance of pumps in the water distribution and wastewater collection systems. Such a system will assist staff in anticipating repair and replacement, and provide better forecasting for timely capital replacements.

A Committee member suggested that funds should be allocated in the capital budget for these types of purchases.

The recommendation of the Corporate Services Committee is

THAT the 2020-2023 Capital Expenditure Plan be amended and the creation of a new capital project for the Whistle Bend Lift Station Pump Replacement be approved in the amount of \$95,000, funded by the federal Gas Tax program; and

THAT the 2020 to 2023 Capital Expenditure Program be amended to fund the total amount for the Whistle Bend Lift Station Pump Replacement project from the contingency reserve until an approved Gas Tax Transfer Payment Agreement has been received.

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ADMINISTRATIVE REPORT

TO: Mayor and Council
FROM: Administration
DATE: July 27, 2020
RE: Budget Amendment and Grant – FCM COVID-19 Homelessness Gift

ISSUE

Authorize a budget amendment to accept a gift from the Federation of Canadian Municipalities (FCM) and the issue of a corresponding grant to address homelessness during the COVID-19 pandemic.

REFERENCE

- Safe at Home – A Community-Based Action Plan to End and Prevent Homelessness in Whitehorse, Yukon (September, 2017)
- COVID-19 Community Response Fund for Vulnerable Populations

HISTORY

On June 1, 2020 a representative of FCM's Community Response program advised the City that Whitehorse was chosen as one of a select number of Canadian cities to receive a gift created from the Canadian Medical Association Foundation for the purpose of addressing the impacts of COVID-19 on homelessness in the municipality. The gift is in the amount of \$46,000.

In September 2017, the City endorsed the Safe at Home plan along with the Government of Yukon (YG), Kwanlin Dun First Nation and Ta'an Kwäch'än Council, creating a community-based action plan to end and prevent homelessness in Whitehorse.

The City is a member of the Community Advisory Board (CAB) consisting of a number of YG departments, City Administration, Non-government organizations and stakeholders. CAB makes recommendations to a "Community Entity" that administers federal funding to fulfil the Safe at Home plan. Employment and Social Development Canada (ESDC) Reaching Home provides money for addressing homelessness in the Yukon. ESDC requires that CAB adopt a community plan before it will provide funding. In 2020, CAB adopted the Safe at Home plan as its community plan, which is administered locally by the Safe at Home implementation manager. Yukon Anti-Poverty Coalition administers the funds for the implementation manager.

The City has directed its efforts to address homelessness through ongoing support for the Safe at Home plan, and its membership on the Safe at Home government partners group as well as on CAB. Administration has asked CAB for a recommendation to provide to Council on how to spend the gift.

CAB responded with a proposal that the gift be used to fund development and roll-out of a "100 Homes Campaign" working with landlords to accept more people at risk of homelessness or to prevent evictions and therefore prevent homelessness. This initiative strongly supports the overall Safe at Home plan and responds to the impacts of COVID-19 by reducing the risks of exposure within a vulnerable population.

ALTERNATIVES

1. Amend the operating budget and direct Administration to issue a grant to the Yukon Anti-Poverty Coalition as recommended.
2. Refer acceptance of the gift and the issue of a grant back to Administration for further review and discussion.
3. Do not accept the gift from FCM.

ANALYSIS

Receiving the \$46,000 FCM gift puts the City in a position to use the funds to support Safe at Home activities directed toward homelessness.

With minimal appropriate housing stock available in Whitehorse, service providers supporting individuals experiencing homelessness need to rely on the private rental market to find units. A 100 Homes Campaign will facilitate an opportunity to build stronger relationships with landlords and bring additional housing units forward to Whitehorse's "coordinated access table". The Coordinated Housing Access Team is a partnership of YG, Kwanlin Dun First Nation and NGO service providers, working to support and house individuals experiencing homelessness in the community.

The 100 Homes Campaign is a collaborative approach involving Safe at Home partners, service providers, and individuals with lived/living experience of homelessness. It will be built on the learnings of similar landlord engagement strategies in Penticton, BC; Kawartha Lakes-Haliburton; Stratford-Perth-St. Mary's; Dufferin County; and Peel Region in Ontario.

The proposed 100 Homes Campaign fits well within the FCM criteria for how it requires the gift funds to be used (see attached) . The FCM parameters also clarify that the gift is to complement existing Reaching Home program funding as part of the federal government's COVID-19 response plan. The gift is intended to complement, not to replace or displace existing sources of funding provided by YG or federal programs.

The issue of a grant to the Yukon Anti-Poverty Coalition, if approved by Council, will be brought forward as part of the 2020 Umbrella Grants Bylaw.

RECOMMENDATION (A mover and seconder will be required)

THAT the 2020 operating budget be increased in the amount of \$46,000, funded by a gift from the Federation of Canadian Municipalities to cover the additional costs; and

THAT a grant be authorized in the amount of \$46,000 to the Yukon Anti-Poverty Coalition for the "100 Homes Campaign".

SCHEDULE A – ELIGIBLE ACTIVITIES and ELIGIBLE EXPENSES
CMA Foundation COVID-19 Community Response Fund for Vulnerable Populations

The following are **Eligible Activities** under this Agreement:

1. Health and medical services

This could include, but is not limited to, the purchase of personal hygiene products and personal protective equipment for staff and vulnerable individuals; providing general health or medical services (including counselling and substance use support); and the hiring of medical and other professionals to provide those services.

2. Daytime services and facilities

Many physical spaces (e.g. libraries, malls, community centres, etc.) and services (e.g. drop-in programs, food programs, etc.) that people experiencing homelessness use during the day are closed. This is leading to isolation protocols being breached even for those who have secured isolated housing. This could include, but is not limited to, the re-opening and/or repurposing, and staffing, of dedicated spaces for people experiencing homelessness (including municipal facilities), and the creation and / or expansion of permanent or temporary community hygiene facilities.

3. Client support services

Generally, client support services include individualized services to help improve integration and connectedness to support structures, such as treatment services. This could also include, but not be limited to, the procurement of emergency shelter beds and barriers to separate beds; and increased frequency or nature of cleaning of shelters and related facilities.

4. Coordination of resources and data collection

This could be used for, but not limited to, developing and supporting partnerships with community agencies who can assist vulnerable populations; disseminating information; and public relations activities.

5. Prevention and shelter diversion

Prevention includes activities aimed at preventing homelessness by supporting individuals and families at imminent risk of homelessness before a crisis occurs. Generally, this includes, but is not limited to, discharge planning from public systems and institutions, landlord intervention and emergency rental assistance. This could also include, but is not limited to, short-term financial assistance for rental arrears; landlord-tenant mediation addressing unpaid rent; delivery of non-housing financial support, such as groceries, personal hygiene products, etc., to offset housing costs; and assistance ensuring individuals exiting institutions immediately secure housing so that they do not access shelters.

6. Housing services

Housing services are those that help an individual or family transition into safe, stable housing. Generally, this includes, but is not limited to, assistance finding housing, funding

to secure housing (deposit), and funding and support to furnish housing. This could also include, but is not limited to, measures to ensure physical distance or isolation, such as by placing and paying for individuals to live in temporary, transitional, or permanent housing accommodations (including, but not limited to, hotels, rooming houses, community buildings, etc.).

7. Capital investments

Generally, capital investments support the acquisition, construction or repair/rehabilitation of housing, including transitional and supportive housing. This could also include, but not be limited to, the purchase or repurpose of existing properties for temporary housing or renovation of existing facilities to create spaces for self-isolation and greater physical distance.

8. Other

Activities other than those listed above may be considered eligible if: (i) they contribute directly to the Purpose of the Gift, and (ii) they are approved in advance by the CMAF, or its designate, in writing.

Eligible Expenses

The following Eligible Expenses are direct expenses related to Eligible Activities:

- a) **Personnel** – Funding can be used to pay new or temporary personnel that are hired/contracted specifically for Eligible Activities. Personnel already paid from other sources via salaries, grants or other means should not be compensated with CMAF funds.
- b) **Supplies and services** – Supplies and services that are immediately used to carry out Eligible Activities.
- c) **Equipment and technology** – Funding may be used to purchase essential equipment or develop new equipment/technologies that are required for Eligible Activities. Funding may also be used to rent/lease major equipment or buildings.
- d) **Financing** – Funding may be used to rent, reopen or refurbish buildings or shelters. If warranted, funding may also be used for short-term financial assistance for housing or living expenses.

The following expenses are not Eligible Expenses for the purposes of this Agreement:

- (a) General overhead expenditures incurred in the RECIPIENT's regular course of business, including salaries and other employment benefits of any employees,
- (b) Any direct or indirect operating or administrative costs of the RECIPIENT, and
- (c) Expenses for any other activities normally carried by the RECIPIENT.

The Gift is not intended to replace or displace existing sources of funding that may be provided by the provincial/territorial or federal governments. In particular, these funds are intended to complement funding provided through the Reaching Home program as part of the federal government's COVID-19 response plan.

CITY OF WHITEHORSE

BYLAW 2020-12

A bylaw to provide for community service grants and grants for property taxes and other municipal charges for the year 2020

WHEREAS section 245 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw make grants to any person or association of persons; and

WHEREAS council adopted a policy to provide grants with respect to municipal taxes or rent paid in lieu of taxes to charitable, non-profit, recreational and religious Whitehorse organizations that are primarily concerned with providing services to disadvantaged members of the community; and

WHEREAS the policy also provides for grants with respect to municipal taxes or rent paid in lieu of taxes to eligible Whitehorse organizations that provide general services to the community, including but not limited to animal shelter facilities, museums, and organizations that lease municipally-owned property; and

WHEREAS council has established a policy of granting other specific municipal charges to non-profit charitable and recreational organizations that lease municipally-owned property;

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

1. Grants for property taxes and other municipal charges in the amount of \$173,195.62 are hereby authorized as detailed in Appendix "A" attached hereto and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

Community Service & Municipal Charges Grants Bylaw 2020-12

Appendix "A"

Roll Number	Applicant	Grant
3701011150	Biathlon Yukon	\$3,435.60
3011000300	Boys and Girls Club of Yukon	\$2,713.73
3011450400	DUGS (Downtown Urban Gardens Society)	\$485.31
3011000300	Food Bank Society of Whitehorse	\$9,399.24
3015060202	Golden Age Society	\$5,260.89
3100169300	Guild Society	\$17,737.02
3010380800	Hospice Yukon Society	\$1,987.34
3460007600	Humane Society Yukon	\$7,354.80
3015051300	Kaushee's Place Housing Society	\$13,196.30
3460007500	LDAY (Learning Disabilities Association Yukon)	\$1,248.23
3010071800	MacBride Museum Society	\$42,211.34
3011230200	Maryhouse	\$2,597.81
3010461100	Royal Canadian Legion – Whitehorse Branch 254	\$9,059.19
3110110800	Softball Yukon	\$24,330.37
3180523100	Softball Yukon: Ball Diamond Robert Service	\$755.01
3010421100	Victoria Faulkner Women's Centre	\$2,453.62
3013050700	Whitehorse Aboriginal Women's Circle	\$11,031.66
3701011140	Whitehorse Rifle and Pistol Club	\$5,801.42
3114041200	Yukon Broomball Association	\$3,875.50
3180126700	Yukon Cross Country Motorcycle Association	\$1,068.31
3015050600	Yukon Women's Transition Home Society	\$7,192.94
Grand Total		\$173,195.62

CITY OF WHITEHORSE

BYLAW 2020-17

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with the **Tennis Yukon Association** for the lease of a parcel of land for a ten-year period from September 1, 2020 to and including August 31, 2030;

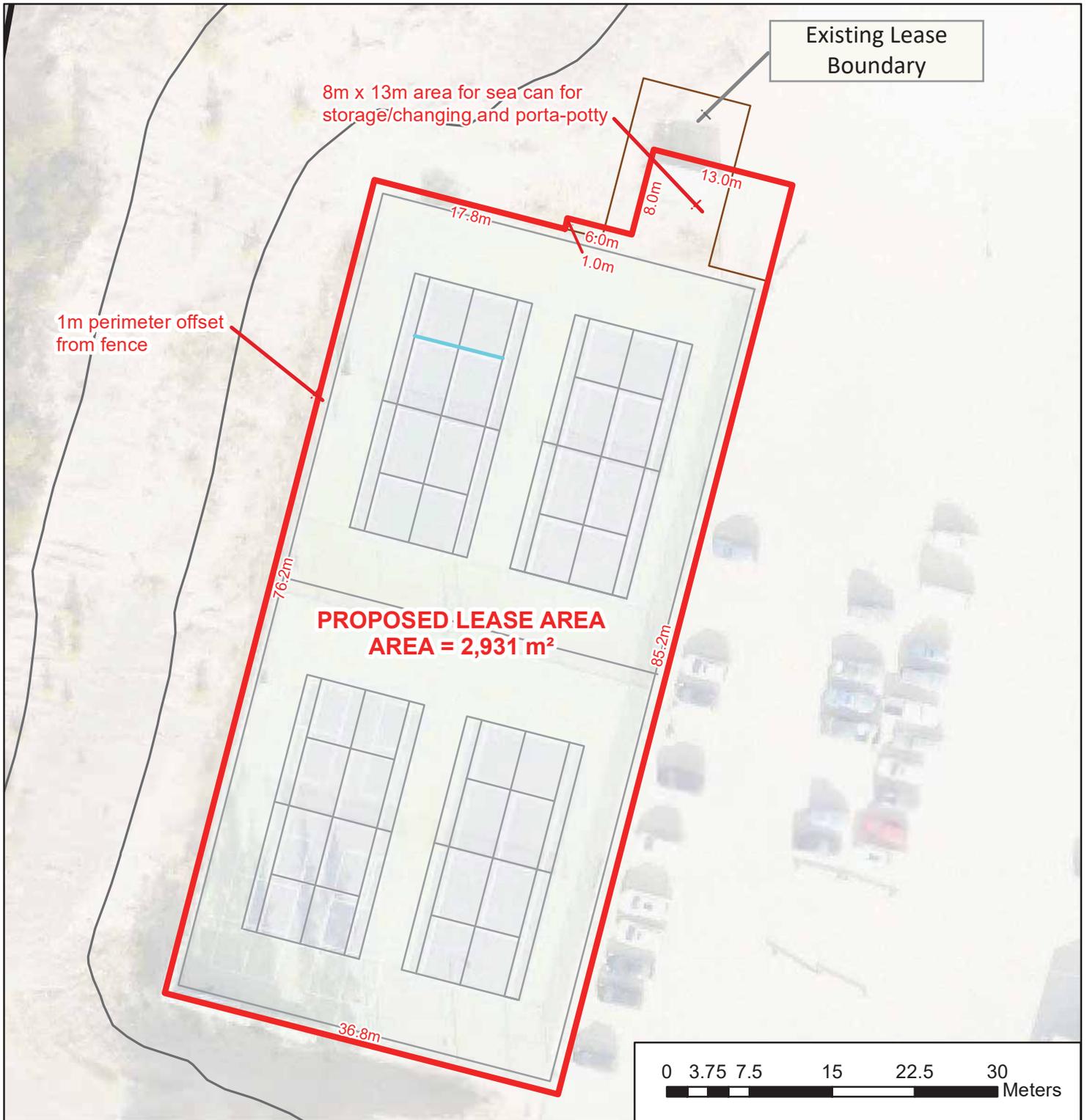
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with the Yukon Tennis Association with respect to that portion of Lot 1174, Plan 2000-0056 LTO, in the City of Whitehorse, comprising approximately 2,931 square metres in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

Assistant City Clerk



BYLAW 2020-17:

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with the Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 L TO, City of Whitehorse, approximately 2,931 square metres in area.

LEGEND

 SUBJECT AREA

THIS LEASE AGREEMENT, made the _____ day of _____, 2020 in triplicate, to be effective as of and from the 1st day of September, 2020.

BETWEEN:

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

AND:

Tennis Yukon Association, a society duly incorporated pursuant to the provisions of the *Societies Act* (the "Tenant").

W H E R E A S:

- A. The Landlord is the owner of Lot 1174, Quad 105D/11, Plan 83441 CLSR, 2000-0056 LTO, City of Whitehorse, Yukon Territory ("Lot 1174"); and
- B. The Tenant desires to lease a portion of Lot 1174 for the purpose of operating a Tennis Sports and Recreation Facility, in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered or entitled to be registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant that portion of Lot 1174 more particularly described as follows:

That portion of Lot 1174, Quad 105D/11, Plan 83441 CLSR, 2000-0056 LTO, City of Whitehorse, Yukon Territory, comprising approximately 2,931 square metres and shown outlined in bold red line on the sketch attached hereto as Schedule "A".

(hereinafter referred to as the "Lands")

1.2 Term

To have and to hold the Lands and all improvements located thereon, including but not limited to fencing, tennis net posts and court surfaces (the "Premises") for and during the term of this Lease for a period of ten (10) years, commencing on the 1st day of September, 2020 to and including the 31st day of August, 2030.

1.3 Rent

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

1.4 Property Taxes

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

1.5 Carefree Lease

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

1.6 Renewal of Lease

The Landlord may, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant a renewal of the Lease for a further ten (10) year term.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

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

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

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

objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;

- (n) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* – Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord;
- (p) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the tennis sports and recreation facility within the Lands is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the tennis sports and recreation facility within the Lands is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands at all reasonable times;
- (s) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands for or in connection with the supply of any service or utility to any part of the Lands;
- (t) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;

- (v) *Use of Facility* - The Tenant shall provide access to the Lands and membership in the Tennis Yukon Association society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (w) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands are open to the general public and that the Tenant shall work with the Landlord to prepare a weekly schedule to provide access;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with a tennis sports and recreation facility development, maintenance and management. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the Tenant within the Lands shall be made in accordance with industry best practices and standards;
- (y) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord;
- (z) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands;

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord; and
- (b) *Off-site erosion and drainage issues* – The Landlord accepts responsibility for all off-site erosion and drainage impacts to the Lands and Premises and shall sufficiently maintain and repair the adjacent slope so as not to negatively impact the Tenant’s use of the Lands and Premises;
- (c) *Advertising* - The Tenant may sell advertising and such advertising and signage may be affixed temporarily or permanently on the Lands and Premises for the term of this Lease without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord. All advertising and signage must comply with the regulations contained within the current City of Whitehorse zoning bylaw. Notwithstanding the Tenant’s right to affix advertising or signage herein, the City shall have the right to require that such advertising and signage be removed or covered for the duration of special events occurring within the vicinity of the Lands and Premises.

4. Rights and Remedies of the Landlord

4.1 Re-entry

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

4.2 Right of Termination

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

4.3 Bankruptcy

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

4.4 Status as a Society

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

4.5 Dissolution of Society

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

4.6 Distress

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

4.7 Non-waiver

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

4.8 Landlord's Right to Perform

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

4.9 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 3% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

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

- (a) any breach by the Tenant of any of the provisions of this Lease;
- (b) any act or omission of the Tenant of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the

Tenant is in law responsible on the Lands;

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

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

5.2 Indemnity by Landlord

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

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

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

5.3 Landlord Unable to Perform

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

5.4 Relief of Landlord on Sale

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

6. Insurance

6.1 Liability Insurance.

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

7. Hazardous Substances

7.1 Definitions

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

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

7.2 Compliance with Laws

The Tenant shall not bring upon the Lands or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Tenant shall, at the Tenant's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection

of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Lands constituting an offence thereunder or being in breach thereof and, if the Tenant, either alone or with others, causes the happening of such event, the Tenant shall, at its own expense, immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with this Paragraph 7; promptly remove the Hazardous Substance from the Lands, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Landlord, obtain from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Lands or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Paragraph. The Tenant shall, at its own expense, remedy any damage to the Lands caused by such event or by the performance of the Tenant's obligations under this Paragraph 7 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Lands, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.

7.3 Discharge

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

7.4 Ownership of Hazardous Substances

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

7.5 Access to Information

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

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

8. Termination

8.1 Termination

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

9. General Provisions

9.1 Subordination

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

9.2 No Agency or Partnership

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

9.3 Overholding

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

9.4 Effect of Headings

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

9.5 Notices

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

If to the Landlord:

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

If to the Tenant:

Tennis Yukon Association

Attention: Secretary

4061-4th Ave, Whitehorse, YT Y1A 1H1

Phone No. (867) 668-2814

Email Address: tennisyukon@gmail.com

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

9.6 Solicitor and Client Costs

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

9.7 Joint and Several Covenants

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

9.8 Binding Agreement

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

9.9 Interpretation of Words

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

9.10 Time of Essence

Time shall in all respects be of the essence hereof.

9.11 Changes to Agreement

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

9.12 Acceptance by Tenant

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

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

c/s) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed in the presence of:
)
) _____
) Dan Curtis, Mayor
)
) _____
) Norma Felker, Assistant City Clerk

_____) **Tennis Yukon Association**
) By its authorized signatories:
)
) _____
) Brian Whitfield, President
)
) _____
) Stacy Lewis, Secretary

_____)
) Witness as to both signatures)
)
) _____)
) (Print Name of Witness))
)

Affidavit of Witness

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

- 1) I was personally present and did see **Brian Whitfield** and **Stacy Lewis**, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **Tennis Yukon Association** 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 parties are 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 _____, 2020.)

A Notary Public in and for)
the Yukon Territory)

Print Name of Notary Public)

Commission expires on:)
_____)

Witness Signature

(Print Name of Witness)

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

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

- 1) We are the **President and Secretary of Tennis Yukon Association** (the “Society”).
- 2) We subscribed our names on behalf of the Society to the attached instrument.
- 3) We are authorized by the Society to subscribe our names to the attached instrument.
- 4) The Society exists as of the date hereof.

Severally Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
this ____ day of _____, 2020.)

_____))
A Notary Public in and for)
the Yukon Territory)

_____))
Print Name of Notary Public)

Commission expires on:)
_____)

_____))
Brian Whitfield, President)

_____))
Stacy Lewis, Secretary)



SCALE:
1:500

DWN BY:
MLB

CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

DATE:
July 20, 2020

REV NO:
2

TENNIS YUKON PROPOSED LEASE AREA - SCHEDULE A

FILE NO:
Bylaw 2020-17 Tennis Yukon

Portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 LTO, City of Whitehorse (comprising approximately 2,931 square metres in area)

\\Lease\ GRANTOR\Tennis Yukon

