

CITY OF WHITEHORSE
REGULAR Council Meeting #2016-09

DATE: Monday, May 9, 2016

TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Robert Fendrick
Reserve Deputy Mayor Roslyn Woodcock

A G E N D A

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATIONS:

MINUTES: Regular Council Meeting #2016-08 dated April 25, 2016

DELEGATIONS:

PUBLIC HEARING:

COMMITTEE

REPORTS:

Community Services Committee – *Councillors Hartland & Curteanu*

Draft Action Plan – TRC Calls to Action
2016 Spring Recreation Grants

Public Health & Safety Committee – *Councillors Curteanu & Fendrick*

Contract Award – Pumper-Tanker

Development Services Committee – *Councillors Irwin & Boyd*

Corporate Services Committee – *Councillors Boyd & Woodcock*

City Planning Committee – *Councillors Fendrick & Hartland*

Public Hearing Report – Zoning Amendment – DUGS Garden Apiary
Lease and Purchase Agreement – Municipal Services Building
Amendment to Building and Plumbing Bylaw

City Operations Committee – *Councillors Woodcock & Irwin*

Contract Award – High Bay LED Lighting Fixtures

NEW & UNFINISHED

BUSINESS:

<u>BYLAWS:</u>	2016-12	Lease Agreement – Pioneer Hotel 1 (Jenni House)	3 rd Reading
	2016-13	Lease Agreement – Pioneer Hotel 2 (Hatch House)	3 rd Reading
	2016-18	Lease Renewal Agreement (Subway at CGC)	3 rd Reading
	2016-16	Zoning Amendment (DUGS Garden Apiary)	2 nd & 3 rd Reading
	2016-14	Lease & Purchase Agreement (Operations Building Site)	1 st & 2 nd Reading
	2016-20	Amend Building and Plumbing Bylaw	1 st & 2 nd Reading

ADJOURNMENT:

MINUTES of **REGULAR** Meeting #2016-08 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, April 25, 2016, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Jocelyn Curteanu
Robert Fendrick
Samson Hartland
Betty Irwin
Roslyn Woodcock

ABSENT Councillors Dan Boyd

ALSO PRESENT: Acting City Manager Peter O'Blenes
Acting Director of Community Services Douglas Hnatiuk
Director of Development Services Mike Gau
Acting Director of Infrastructure and Operations Dave Albisser
Chief Financial Officer Valerie Braga
Manager of Legislative Services Jeff O'Farrell

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

CALL TO ORDER

2016-08-01

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

AGENDA

Carried Unanimously

Mayor Curtis proclaimed May 2016 to be Multiple Sclerosis Awareness Month in the City of Whitehorse.

PROCLAMATION

2016-08-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated April 11, 2016 be adopted as presented.

MINUTES

April 11, 2016

Carried Unanimously

DELEGATIONS

Nancy McClure, on behalf of the Canadian Arctic Airshow Tour Society, addressed Council to provide information with respect to current planning efforts for the 2017 Canadian Arctic Aviation Tour. She noted that the tour is part of the Canada 150 celebrations and indicated that the Tour Society may present a request for in-kind support from the City for the Tour's visit in Whitehorse.

Nancy McClure
2017 CANADIAN ARCTIC
AVIATION TOUR

In response to questions from Council members, Ms. McClure provided additional details regarding the size of the tour, the timing of the event, the potential economic impact, and the role of volunteers.

Nancy McClure
(Continued)

PUBLIC HEARING

Mayor Curtis called three times for anyone to appear to address Bylaw 2016-16, a bylaw to amend the zoning of the Downtown Urban Gardeners Society community garden on Seventh Avenue to allow for the addition of an apiary.

BYLAW 2016-16
ZONING AMENDMENT
DUGS Garden Apiary

Randy Lamb, President of the Downtown Urban Gardeners Society, spoke in favour of the application. He also provided information with respect to concerns raised regarding potential impacts on native bees, and indicated that honey bees are not attracted to food scraps or waste beverage containers.

RANDY LAMB
In Support

15 written submissions were received, 14 in favour and one supporting the bylaw but expressing a concern.

Submissions Received

Mayor Curtis declared the public hearing closed and advised that no further submissions on the issue will be considered by council except the report provided by administration.

Public Hearing Closed

COMMITTEE REPORTS

Public Health and Safety Committee

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

No Report

Development Services Committee

The Whitehorse Sustainability Plan was adopted in 2015 to identify the foundation for a healthy community, and drives projects and programs throughout the City. The high level nature of the plan means that implementation and realisation takes place at all levels of the City, with different methods and means. Examples include responsive budgets and changes in programs, policies, and practices.

WHITEHORSE
SUSTAINABILITY PLAN
Implementation and
Monitoring

Implementation activities for 2016 include:

- integrating the plan into decisions and communications,
- aiding staff understanding of how their work contributes to the plan,
- building partnerships and public awareness of the plan, and
- monitoring progress towards targets.

For Information Only

Corporate Services Committee

2016-08-03

It was duly moved and seconded
THAT all members of council be authorized to attend the 2016 Annual Meeting of the Association of Yukon Communities in Watson Lake in May, and that travel expenses be approved as follows:

1. travel expenses for Mayor Curtis;
2. travel expenses from the council representative travel account for Councillor Hartland;
3. travel expenses from the councillor-initiated travel account for Councillors Boyd, Curteanu, Fendrick and Woodcock; and
4. per diem expenses from the councillor-initiated travel account for Councillors Boyd, Curteanu, Fendrick, Hartland and Woodcock.

COUNCIL TRAVEL
AYC Annual Meeting

Carried Unanimously

City Planning Committee

2016-08-04

It was duly moved and seconded
THAT Bylaw 2016-12, a bylaw to authorize a lease agreement with the Yukon Film Society with respect to the heritage property Pioneer Hotel 1, also known as the Jenni House, be brought forward for due consideration under the bylaw process.

BRING FORWARD
LEASE AGREEMENT
FOR JENNI HOUSE

Carried Unanimously

2016-08-05

It was duly moved and seconded
THAT Bylaw 2016-13, a bylaw to authorize a lease agreement with the Yukon Literacy Coalition with respect to the heritage property Pioneer Hotel 2, also known as the Hatch House, be brought forward for due consideration under the bylaw process.

BRING FORWARD
LEASE AGREEMENT
FOR HATCH HOUSE

Carried Unanimously

City Operations Committee

2016-08-06

It was duly moved and seconded
THAT the construction contract for the 2016 Selkirk Grey Water Sewer Main be awarded to Castle Rock Enterprises for a net cost to the City of \$127,180.00.

CONTRACT AWARD
SELKIRK GREY WATER
SEWER MAIN

Carried Unanimously

2016-08-07

It was duly moved and seconded
THAT the construction contract for the 2016 Sludge Drying Beds
Liner Construction project be awarded to Norcope Enterprises for a
net cost to the City of \$454,562.00.

CONTRACT AWARD
SLUDGE DRYING BEDS
LINER CONSTRUCTION

Carried Unanimously

2016-08-08

It was duly moved and seconded
THAT the contract for the supply of one highway tractor be awarded
to Inland Kenworth Ltd. in the amount of \$218,802.54.

CONTRACT AWARD
HIGHWAY TRACTOR

Carried Unanimously

Community Services Committee

2016-08-09

It was duly moved and seconded
THAT Bylaw 2016-18, a bylaw to authorize a lease amendment
agreement with Subway Franchise Restaurants of Canada Ltd. with
respect to premises at the Canada Games Centre, be brought
forward for due consideration under the bylaw process.

BRING FORWARD
LEASE AMENDMENT
FOR SUBWAY PREMISES
AT THE GAMES CENTRE

Carried Unanimously

BYLAWS

2016-08-10

It was duly moved and seconded
THAT Bylaw 2016-12, a bylaw to authorize a lease agreement with
the Yukon Film Society with respect to the heritage property Pioneer
Hotel 1, be given first reading.

BYLAW 2016-12
LEASE AGREEMENT
Pioneer Hotel 1
FIRST READING

Carried Unanimously

2016-08-11

It was duly moved and seconded
THAT Bylaw 2016-12 be given second reading.

SECOND READING

Carried Unanimously

2016-08-12

It was duly moved and seconded
THAT Bylaw 2016-13, a bylaw to authorize a lease agreement with
the Yukon Literacy Coalition with respect to the heritage property
Pioneer Hotel 2, be given first reading.

Carried Unanimously

BYLAW 2016-13

LEASE AGREEMENT
Pioneer Hotel 2

FIRST READING

2016-08-13

It was duly moved and seconded
THAT Bylaw 2016-13 be given second reading.

Carried Unanimously

SECOND READING

2016-08-14

It was duly moved and seconded
THAT Bylaw 2016-18, a bylaw to authorize a lease amendment
agreement with Subway Franchise Restaurants of Canada with
respect to premises at the Canada Games Centre, be given first
reading.

Carried Unanimously

BYLAW 2016-18

LEASE AMENDMENT
Subway at the CGC

FIRST READING

2016-08-15

It was duly moved and seconded
THAT Bylaw 2016-18 be given second reading.

Carried Unanimously

SECOND READING

There being no further business, the meeting adjourned at 6:15 p.m.

ADJOURNMENT



Minutes of the meeting of the Community Services Committee

Date	May 2, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Samson Hartland – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Robert Fendrick Councillor Betty Irwin
Absent	Councillor Roslyn Woodcock
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Krista Mroz, Manager of Recreation and Facility Services

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

1. Proclamations – For Information Only

Mayor Curtis proclaimed the week of May 2 to 6, 2016 to be *Yukon Mining and Geology Week*, and the month of May to be *Better Hearing and Speech Month* in the City of Whitehorse.

2. Draft Action Plan – TRC Calls to Action

Following the release of the final report and calls to action from the Truth and Reconciliation Commission last year, representatives from several City departments met to review the specific calls to action that are applicable to the City of Whitehorse and determine what potential actions could be taken. In many of the calls to action the City can play a support role and/or a partnership role, but does not have a mandate or legislative authority to take the lead. Some of the identified actions will require only staff time to review and adjust administrative policies and procedures, while others will

require additional resources and partnerships. Any actions that require additional resources will be brought forward to the City's normal budget and planning processes.

Recommendation

THAT the City of Whitehorse Draft Action Plan be adopted as a guiding document to address the relevant Truth and Reconciliation Commission Calls to Action.

3. Spring Recreation Grant Allocations

In accordance with the Recreation Grant Policy, the Recreation Grant Task Force has prepared recommendations for the allocation of the 2016 Arts–Cultural Facilities Grants, Recreation Facility–Parks Grants, and Spring Recreation Grants.

The Task Force consists of citizens appointed by Council, and all applications are reviewed with due diligence. Requests for funding that do not comply with the policy are denied, and some eligible requests are not fully funded. A total of 34 grant applications were received and reviewed by the Task Force.

The Community Lotteries Program provided \$147,600.00 for Recreation Grant purposes this year. The City continues to acknowledge Lotteries support in City advertising.

Recommendation

THAT the allocation of \$67,480.35 for Category 1 Recreation Grants, \$62,500.00 for Category 2 Recreation Facilities/Parks Grants, and \$47,500.00 for Category 3 Arts/Cultural Facilities Grants, subject to any conditions as outlined in the summary sheets, be approved as recommended by the Recreation Grant Task Force.

4. Quarterly Activity Reports – For Information Only

Activity Reports for February, March and April 2016 were received from the Director of Community and Recreation Services, Parks and Community Development, Recreation and Facility Services, and the Transit Services Department.

5. Community Events – For Information Only

Various community events and activities were highlighted, including:

- the 20 Minute Makeover taking place on May 4th,
- a mobile exhibit at MacBride Museum on the Jewish presence during and after the Klondike Gold Rush, and
- an upcoming performance by the Whitehorse Community Choir.



Minutes of the meeting of the Public Health and Safety Committee

Date	May 2, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Robert Fendrick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Samson Hartland Councillor Betty Irwin
Absent	Councillor Roslyn Woodcock
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Kevin Lyslo, Fire Chief

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

1. Contract Award – Supply of one Pumper-Tanker

The approved capital budget for 2016 includes funding for one Pumper-Tanker for the Fire Department. This is a replacement unit in accordance with the Vehicle and Equipment Replacement Administrative Directive, and is required to ensure the Fire Department has the necessary apparatus to conduct fire suppression in accordance with National Fire Protection Association standards. Two bids were received in response to the tender issued, but one bid was rejected as it exceeded budget approval. The remaining bid meets all tender specifications and is within budget.

Recommendation

THAT the contract for the supply and delivery of one Pumper–Tanker for the Fire Department be awarded to Fort Garry Fire Trucks Ltd. in the amount of \$440,844.00.

2. Quarterly Activity Report – For Information Only

Activity reports for February, March and April 2016 were received from Bylaw Services and the Fire Department.



Minutes of the meeting of the Development Services Committee

Date	May 2, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Betty Irwin – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland
Absent	Councillor Roslyn Woodcock
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

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

1. Quarterly Activity Reports – For Information Only

Activity reports for February, March and April 2016 were received from the Director of Development Services and the Economic Development and Environmental Sustainability Departments.

Issues Arising from the Activity Reports

Committee members requested additional details regarding:

- The implementation priorities of the Housing Action Plan Implementation Committee;
- The value of further data collection initiatives;
- The status of the re-use store and the interplay with the Re-use Roundtable planned for mid-May; and
- Program targets for Rideshare



Minutes of the meeting of the Corporate Services Committee

Date	May 2, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Robert Fendrick Councillor Samson Hartland Councillor Betty Irwin
Absent	Councillor Roslyn Woodcock
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

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

1. Quarterly Activity Reports – For Information Only

Activity reports for February, March and April 2016 were received from the Business and Technology Systems, Financial Services, Human Resources, Legislative Services and Strategic Communications Departments.

Issues Arising from the Activity Reports

The Committee asked for additional information with respect to:

- An activity report from the City Manager;
- The program planned for the All Staff Meeting in June; and
- The development of a policy framework for the City.



Minutes of the meeting of the City Planning Committee

Date May 2, 2016

Location Council Chambers, City Hall

Committee Members Present
Councillor Robert Fendrick – Chair
Councillor Samson Hartland – Vice-Chair
Mayor Dan Curtis
Councillor Dan Boyd – Electronic Participation
Councillor Jocelyn Curteanu
Councillor Betty Irwin

Absent Councillor Roslyn Woodcock

Staff Present
Christine Smith, City Manager
Linda Rapp, Director of Community and Recreation Services
Mike Gau, Director of Development Services
Peter O’Blenes, Director of Infrastructure and Operations
Valerie Braga, Chief Financial Officer
Jeff O’Farrell, Manager of Legislative Services
Patrick Ross, Manager of Planning Services

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

1. Public Hearing Report – Zoning Amendment, DUGS Garden Apiary

The Downtown Urban Gardeners Society (DUGS) has applied to amend the zoning at their community garden to allow for the addition of an apiary. The garden is located on Seventh Avenue in the north end of Downtown. One person appeared to speak at the public hearing on March 25th, and 15 written submissions were received. There was general support for the application, and no objections were received, but some concerns were raised with respect to potential impacts on local bee populations, expansion beyond two hives, and impacts on the nearby recycling facility.

The honeybees are unlikely to be in direct competition with local bumblebees due to differences in their foraging habits, and two hives will be the maximum permitted under proposed regulations for apiaries in community gardens. Honeybees are not typically attracted to food and beverage containers and therefore should not present a nuisance to the nearby recycling centre.

Recommendation

THAT Bylaw 2016-16, a bylaw to amend the Zoning Bylaw to allow an apiary at the Downtown community garden, be brought forward for second and third reading under the bylaw process.

2. Lease and Purchase Agreement – Municipal Operations Building Site

Following the receipt of the final report for the building consolidation project, administration applied to the Government of Yukon for tenure to the preferred location for the municipal operations building. Terms for a lease and purchase agreement have been negotiated and are now being brought forward for Council approval. The lease term is 30 years with a 30 year renewal option at an annual lease rate of \$1.00. The lease also includes provisions for subleasing portions of the lease parcel as well as an option to purchase the leased lands for a nominal consideration.

Administration has negotiated with the owner of an adjacent private property to develop access and utility services to the leased lands. Upon approval of the lease with YG, a bylaw will be brought forward to authorize an agreement with NorthwTel to sublease parts of the leased lands in exchange for granting the City easements for utilities and access. The agreement will also provide for cancelling the sublease and easement in favour of subdividing and exchanging titles to the parcels when possible.

Recommendation

THAT Bylaw 2016-14, a bylaw to authorize a lease and purchase agreement with the Government of Yukon with respect to the site for the Municipal Operations Building, be brought forward for due consideration under the bylaw process.

3. Amendment to the Building and Plumbing Bylaw

The Building and Plumbing Bylaw specifies thermal insulation requirements for all new building construction, including manufactured homes. Administration is now bringing forward an amendment to create modified requirements specific to mobile homes located in mobile home parks. The proposed amendment will allow mobile homes in mobile home parks to have thermal insulation values that meet or exceed required ratings while ensuring that new mobile homes can be transported as fully assembled units and will not require structural assembly when coming or going from mobile home parks.

The modified requirements will also allow for new mobile homes to be purchased at a price point more attainable for a first time home-buyer and provide an affordable housing option for this sector of the housing market. The modified requirements will also assist in the rejuvenation of existing mobile homes parks by providing existing owners with more viable options when considering the replacement of older housing stock with new mobile homes.

Mobile homes located in any other zone within the City will still be required to meet the thermal efficiency values specified in the existing bylaw.

Recommendation

THAT Bylaw 2016-20, a bylaw to amend the Building and Plumbing Bylaw with respect to thermal insulation requirements for mobile homes located in mobile home parks, be brought forward for due consideration under the bylaw process.

4. Quarterly Activity Reports – For Information Only

An activity report for February, March and April 2016 was received from the Planning and Building Services Department.



Minutes of the meeting of the City Operations Committee

Date	May 2, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Betty Irwin – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland
Absent	Councillor Roslyn Woodcock
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Richard Graham, Acting Manager of Operations

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

1. Contract Award – Supply of High Bay LED Lighting Fixtures

The Energy Management Plan recommends upgrading the lighting in recreation facilities in order to save operational dollars, reduce greenhouse gas emissions, and improve overall efficiency. The approved capital budget includes federal gas tax funding for energy upgrades at Takhini Arena and the Canada Games Centre. Phase 1 of the project is the replacement of existing lighting fixtures over the ice surfaces with high efficiency LED lighting. Future phases will include smaller scale lighting and water conservation upgrades. This contract is only for the supply of the fixtures; installation will be done by City staff.

Thirty companies picked up the tender documents for the supply of LED lighting fixtures, and seven bids were received. One bid was rejected due to non-compliance. The low bid meets all tender specifications and complies with the terms and conditions in the instructions to bidders.

Recommendation

THAT the contract for the supply of High Bay LED Lighting Fixtures be awarded to PQI Canada Ltd. in the amount of \$135,964.00.

2. Quarterly Activity Reports – For Information Only

Activity Reports for February, March and April 2016 were received from the Director of Infrastructure and Operations and the Engineering, Operations, and Water and Waste Services Departments.

Issues Arising from the Activity Reports

The Committee asked for more information with respect to cost savings from low fuel prices and low snow volumes.

CITY OF WHITEHORSE

BYLAW 2016-12

A bylaw to authorize a lease agreement with the Yukon Film Society with respect to the heritage property Pioneer Hotel 1

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 the Yukon Film Society for the lease of the heritage property Pioneer Hotel 1, also known as the Jenni House, and a 0.017 hectare parcel of land for an 11-month period from May 1, 2016 to and including March 31, 2017, with an option to extend the lease to October 31, 2018 if funding is secured;

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 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: April 25, 2016

THIRD READING and ADOPTION:

Mayor

City Clerk



Bylaw 2016-12

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with the Yukon Film Society with respect to the heritage property known as the Pioneer Hotel 1, comprising approximately 0.017 hectares in area.

LEGEND



SUBJECT AREAS

THIS LEASE AGREEMENT, made the _____ day of _____, 2016 in triplicate, to be effective as of and from the 1st day of May, 2016.

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; and
- (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 red 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 an artist residency program and other heritage interpretation programs, for and during the term of this Lease for a period of 11 months, commencing May 1, 2016 up to and including March 31, 2017. An option to renew the lease until October 2018 is discussed in section 1.3.

1.3 Option to Renew

If the Tenant duly and regularly pays the rent hereunder and performs all and every of the covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord shall, upon the written request of the Tenant made not less than 90 days prior to the expiration of the term thereof, grant to the Tenant a renewal of this Lease for two further successive terms of one year each. The terms of any renewal under this lease shall be the same terms, provisos, covenants, and agreements as are herein contained.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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).

(1) Special Event Usage by City

Upon a minimum of one year's written notice to the Tenant, the Tenant shall, during the term of this lease or any renewal thereof, allow the Landlord the exclusive use of the Premises for any major community event, at no rental cost or rental charge to the Landlord. In any event, the use of the Premises by the Landlord pursuant to this clause will not exceed two weeks per occurrence.

Upon a minimum of one month's written notice to the Lessor, the Lessee shall, during the term of this lease or any renewal thereof, allow the Yukon Sourdough Rendezvous Society the exclusive use of the Lands and Premises for the annual Sourdough Rendezvous Festival. The Lessor may reimburse the Lessee for any reasonable costs incurred as a result of suspension of the Lease due to the Sourdough Rendezvous Festival. In any event, the use of the Premises by the Yukon Sourdough Rendezvous Society pursuant to this clause will not exceed two weeks per occurrence.

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 well and sufficiently repair, maintain, amend and keep the Lands and Premises in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Lessor is insured (the "Lessee Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Lessor, its employees, agents or invitees;

(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;

(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) *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.

(7) *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;

(8) *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;

(9) *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;

(10) *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 for artist residency and heritage interpretation purposes, 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;

(11) *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;

(12) *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;

(13) *Bylaws*

The Lessee shall comply with all statutes, regulations, and bylaws 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;

(14) *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;

(15) *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;

(16) *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;

(17) *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;

(18) *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;

(19) *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;

(20) *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;

(21) *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;

(22) *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 ten 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 \$2,000,000.00 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 venturers 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, Planning and Building Services
Fax No. (867) 668-8395

If to the Lessee: Yukon Film Society
212 Lambert Street
Whitehorse, Yukon Territory
Y1A 1Z4
Attention: Chris Ross, 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:
)
)
) _____
) Chris Ross, President

Witness

Affidavit of Witness

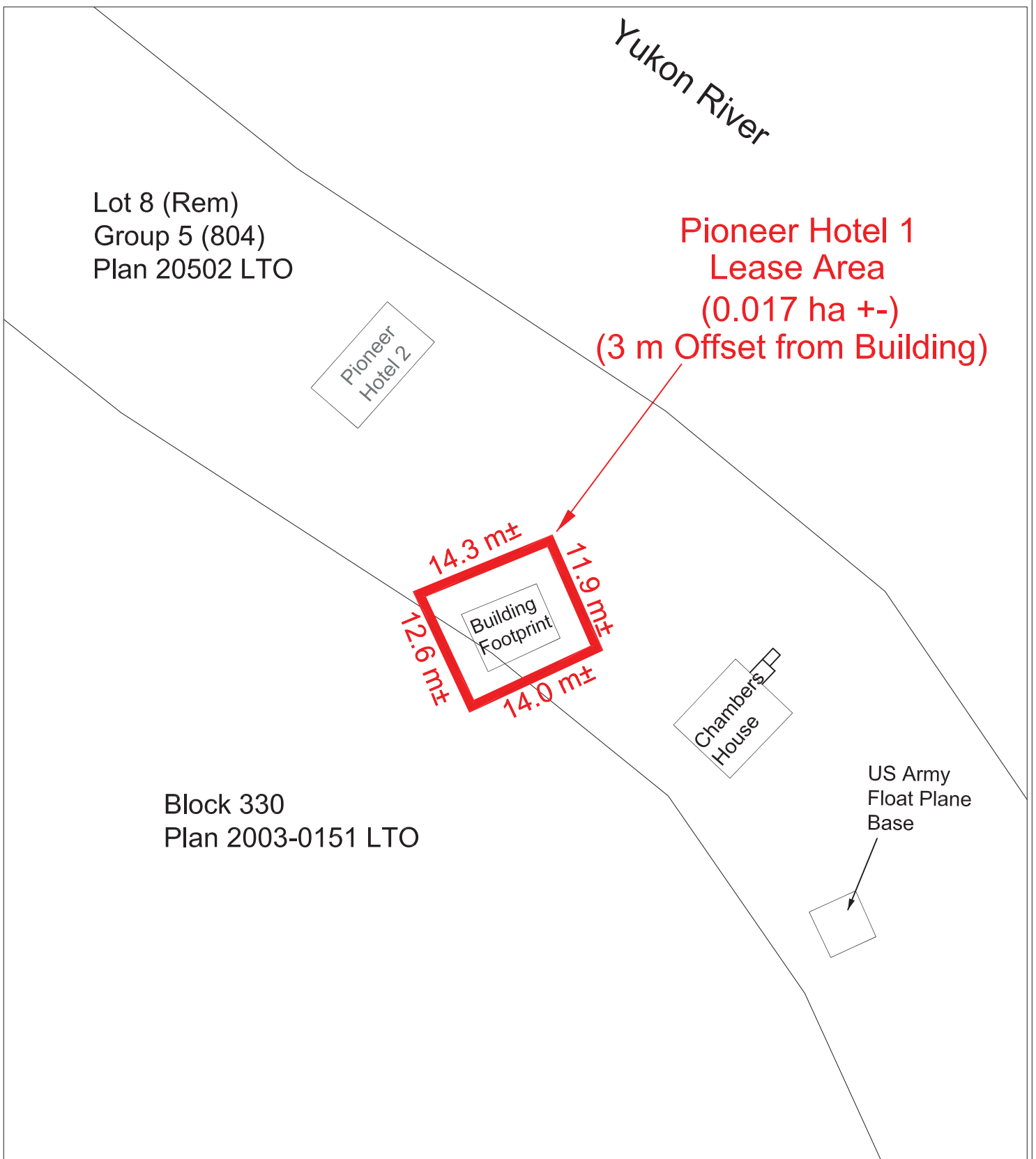
CANADA) I, _____
)
YUKON TERRITORY) of the City of Whitehorse,
) in the Yukon Territory,
)
TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see Chris Ross 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 _____, 2016.)

A Notary Public in and for the)
Yukon Territory)

Witness Signature



LEASE AGREEMENT

between the City of Whitehorse and the Yukon Film Society.

LEGEND



SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2016-13

A bylaw to authorize a lease agreement with the Yukon Literacy Coalition with respect to the heritage property Pioneer Hotel 2

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 the Yukon Literacy Coalition for the lease of the heritage property Pioneer Hotel 2, also known as the Hatch House, and a 0.022 hectare parcel of land for a three year lease term from May 1, 2016 to and including October 31, 2019;

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 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 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: April 25, 2016

THIRD READING and ADOPTION:

Mayor

City Clerk



Bylaw 2016-13

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with the Yukon Literacy Coalition with respect to the heritage property known as the Pioneer Hotel 2, comprising approximately 0.022 hectares in area.

LEGEND



SUBJECT AREAS

THIS LEASE AGREEMENT, made the _____ day of _____, 2016 in triplicate, to be effective as of and from the 1st day of May, 2016.

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 red 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 May 1, 2016 up to and including October 31, 2019.

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.

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 well and sufficiently repair, maintain, amend and keep the Lands and Premises in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Lessor is insured (the “Lessee Repair Exceptions”) only excepted unless such damage is caused by the negligence or wilful act of the Lessor, its employees, agents or invitees;

(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;

(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) *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.

(7) *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;

(8) *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;

(9) *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;

(10) *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;

(11) *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;

(12) *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;

(13) *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;

(14) *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;

(15) *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;

(16) *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;

(17) *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;

(18) *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;

(19) *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;

(20) *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;

(21) *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;

(22) *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 \$2,000,000.00 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 venturers 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, Planning 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:
)
)
)
) _____
) Beth Mulloy, Executive Director

 Witness

Affidavit of Witness

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

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

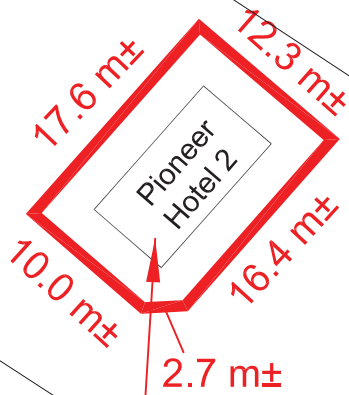
SWORN BEFORE ME)
 at the City of Whitehorse in the)
 Yukon Territory, this ____ day)
 of _____, 2016.)
)
)
)
)
)
 _____)
 A Notary Public in and for)
 the Yukon Territory)

 Witness Signature



Yukon River

Lot 8 (Rem)
Group 5 (804)
Plan 20502 LTO



Pioneer
Hotel 2

Block 330
Plan 2003-0151 LTO

Riverfront Trail

Chambers
House

Shipyards Skating Loop

US Army
Float Plane
Base

**Pioneer Hotel 2
Lease Area
(0.022 ha ±)
(3 m offset from building)**

LEASE AGREEMENT

between the City of Whitehorse and the Yukon Literacy Coalition.

LEGEND



SUBJECT AREAS

CITY OF WHITEHORSE

BYLAW 2016-18

A bylaw to authorise an agreement with Subway Franchise Restaurants of Canada, Ltd. with respect to the lease of premises at the Canada Games Centre

WHEREAS section 265 of the *Municipal Act* provides that council may by bylaw lease any real or personal property; and

WHEREAS it is deemed desirable that the City enter into an agreement with **Subway Franchise Restaurants of Canada, Ltd.** for the amendment of a lease at the Canada Games Centre and the renewal of the said lease for a five year period commencing January 1, 2017 and expiring December 31, 2026;

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 authorised to enter into a five year lease amendment agreement with Subway Franchise Restaurants of Canada, Ltd. with respect to premises at the Canada Games Centre, located at 200 Hamilton Boulevard.
2. The Mayor and Assistant City Clerk are hereby authorised to execute on behalf of the City of Whitehorse the Amendment to Lease agreement attached hereto as Appendix "A" 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: April 25, 2016

THIRD READING and ADOPTION:

Mayor

City Clerk

#27598

AMENDMENT TO LEASE

THIS AGREEMENT is dated for reference purposes the 23rd day of March, 2016

Between:

THE CITY OF WHITEHORSE ("Landlord")

-and-

SUBWAY FRANCHISE RESTAURANTS OF CANADA, LTD. ("Tenant")

WHEREAS:

Pursuant to a lease dated October 23rd, 2006 (the "Lease") between Landlord and Tenant for 423.6 square foot premises located at:

200 Hamilton Boulevard
Whitehorse, Yukon

For good and valuable consideration, it is hereby agreed that the Lease shall be amended as follows:

1. Tenant has exercised its option to renew this Lease for a period of five (5) years commencing January 1, 2017 and expiring on December 31, 2021. The monthly base rent shall be \$65.50 per square foot, or \$2,312.15 monthly, or \$27,745.80 annually, plus GST plus additional rent.
2. Tenant shall be granted one (1) additional five (5) year option period commencing January 1, 2022 and expiring on December 31, 2026. Monthly base rent in the option period shall be agreed between the parties and shall be based on current fair market rent for similar premises in similar vicinities at the commencement of the renewal term. Failing such agreement, it shall be settled by arbitration pursuant to the Arbitration Act (Yukon). Tenant shall provide Landlord with written notice of its intention to renew this Lease at least ninety (90) days prior to the expiration of the then current term.
3. Tenant shall have the option to rent a one (1) sided illuminated panel sign on the roadside pylon sign for the Facility measuring approximately 2' x 5' at \$125.00 per month plus GST for the term of the Lease and renewals. The Landlord will supply the sign panels and the Tenant shall be responsible for the artwork and graphics, subject to the Landlord's prior consent as to colour, graphics and content, such consent not to be unreasonably withheld. The Landlord, at its own expense, will be responsible for the maintenance and utilities associated with the sign. This signage will be removed upon termination of the Lease.
4. Tenant shall have the option to provide a road intersection/entrance directory sign. The Tenant will supply the sign panels and shall be responsible for the artwork and graphics, subject to the Landlord's prior consent as to dimensions, colour, graphics and content, such consent not to be unreasonably withheld. The Landlord, at its own expense, shall be responsible for installation, maintenance and utilities associated with the sign. This signage will be removed upon termination of the Lease

Lease Renewal Agreement Bylaw 2016-18

5. Landlord's address for notice is:

City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon, Y1A 1C2
Email: krista.mroz@whitehorse.ca

6. The parties acknowledge that no defaults exist by either of the parties in the performance of the terms, covenants, and conditions of the Lease. Tenant and Landlord hereby agree that all financial obligations of either party have been charged and paid in accordance with the Lease.

7. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of this Amendment by electronic means including transmission via facsimile or portable document format (PDF) shall be valid and given equal force and effect as ink signatures.

All other terms and conditions shall remain the same. In witness whereof, the parties hereto have executed this Amendment to Lease:

LANDLORD:

THE CITY OF WHITEHORSE

Dan Curtis, Mayor

Norma L. Felker, Assistant City Clerk

TENANT:

SUBWAY FRANCHISE RESTAURANTS OF CANADA, LTD.

By:

DocuSigned by:
Ernest A. Oliver, Jr.
FB23D9A9A432434...

Ernest A. Oliver, Jr., Duly authorized

Dated 05 April 2016

CITY OF WHITEHORSE
BYLAW 2016-16

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow an apiary to be included in a downtown community garden;

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

1. Section 12.1 of Zoning Bylaw 2012-20 is hereby amended by adding a new section 12.1.6 as follows:

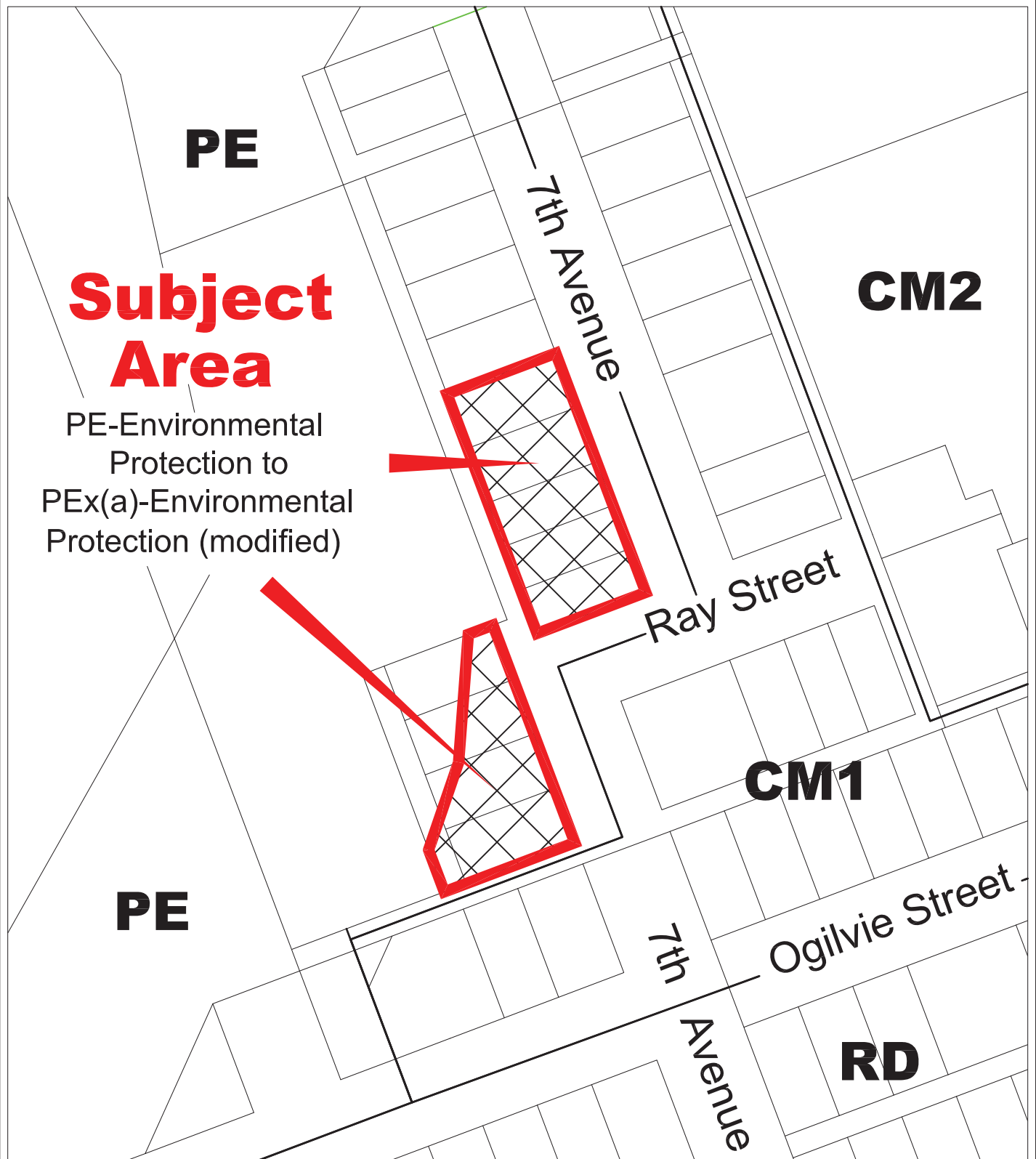
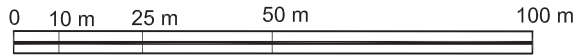
“12.1.6 Special Restrictions

- a) Lots 1, 2, 3, 4, and 5, Block 145, Lot 6 and a portion of Lots 7, 8, and 9, Block 144, and a portion of the lane adjacent to Lots 6 and 7, Block 144, Plan 20148, located at 7202 to 7218 7th Avenue in the Downtown area, are designated PEx(a), with the special modification being that Hobby Agriculture – Apiary is allowed as a principal use.
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of the Downtown Urban Gardeners’ Society lease area from PE–Environmental Protection to PEx(a)–Environmental Protection X(a), as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
 3. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING: March 29, 2016
PUBLIC NOTICE: April 1 and April 8, 2016
PUBLIC HEARING: April 25, 2016
SECOND READING:
THIRD READING and ADOPTION:


Mayor

City Clerk



Bylaw 2016-16
A bylaw to amend the zoning of the Downtown Urban Garden lease area to PEx(a)-Environmental Protection (modified) to allow for Hobby Agriculture - Apiary.

LEGEND

 SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2016-14

A bylaw to authorize a lease and purchase agreement

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

WHEREAS it is deemed desirable that the City enter into an agreement with the Yukon Government for the lease and purchase of property for the proposed Municipal Operations Building in the vicinity of Range Road South;

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

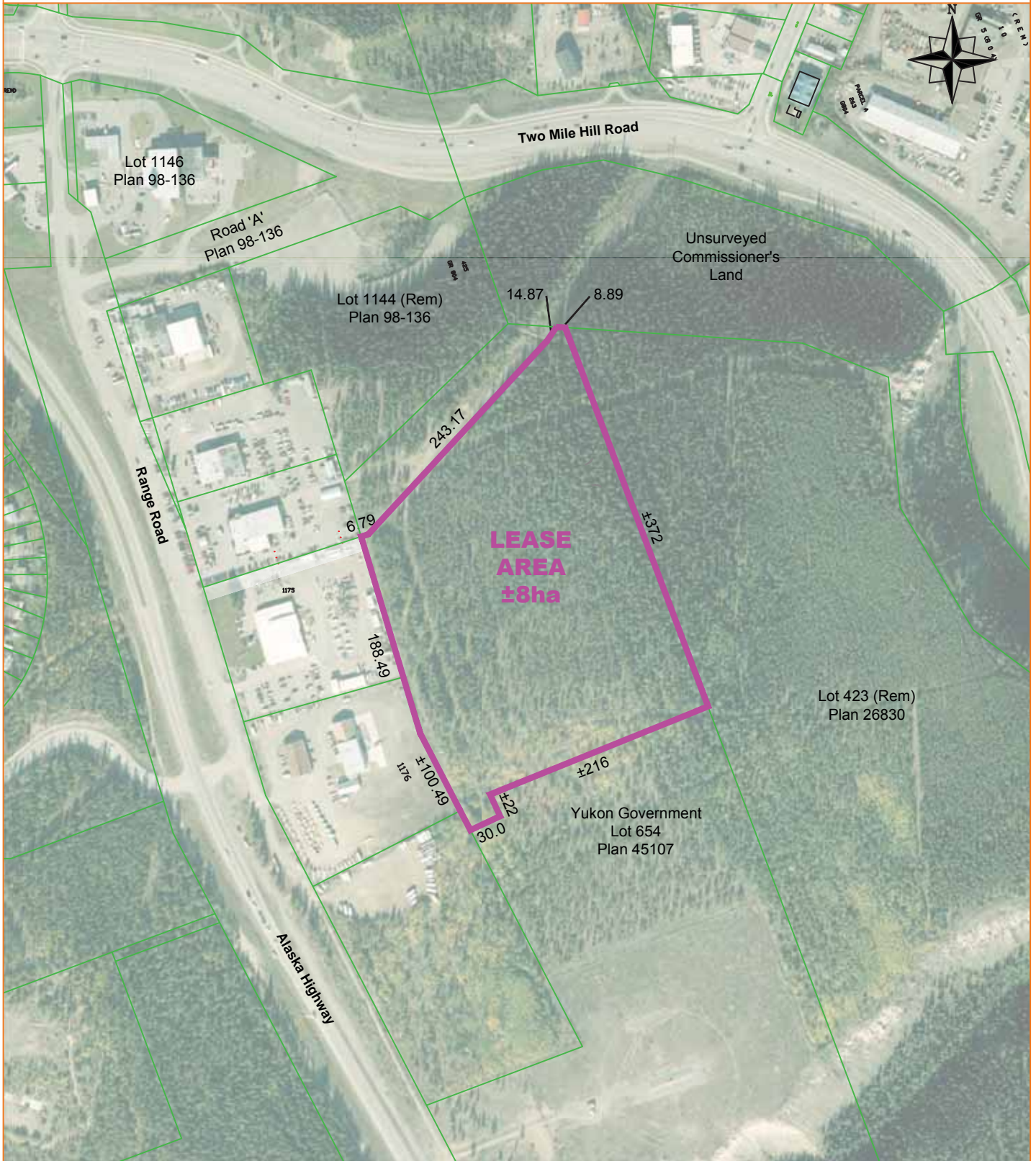
1. The City of Whitehorse is hereby authorized to enter into a thirty-year lease and purchase agreement with the Yukon Government with respect to approximately 8.0 hectares more or less of Lot 654, Plan 45107 LTO in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming 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 and purchase agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. The City is hereby authorized to accept title to approximately 8.0 hectares more or less of Lot 654, Plan 45107 LTO in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw. The said land is to be acquired from the Yukon Government for the sum of One Dollar (\$1.00).
4. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation necessary to complete the acquisition of title for the lands described in section 3 of this bylaw.
5. 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 2016-14

A bylaw to enter a lease agreement with Yukon Government for approximately 8 hectares Lot 654, Plan 45107

LEGEND

 SUBJECT AREA

Pursuant to authority granted by OIC 2014/217 under the *Financial Administration Act* RSY 2002 c.87

**GOVERNMENT OF YUKON
LEASE**

BETWEEN:

THE GOVERNMENT OF YUKON,
as represented by the Director, Aviation Branch, Department of Highways & Public Works

("Yukon")

AND:

THE CITY OF WHITEHORSE,
a municipal corporation constituted
under the *Yukon Municipal Act*,
as represented by the Mayor and the Assistant City Clerk

(the "Lessee")

being collectively the parties (the "Parties") to this lease agreement (the "Lease").

WHEREAS

- A. The Lessee is the owner of an estate in fee simple of the lands and premises legally described as:

Lot 423 Remainder
Group 804
Plan 26830

(the "City Lot").

- B. Yukon is the owner of an estate in fee simple of the lands and premises legally described as:

Lot 654
Group 804
Plan 45107
Whitehorse, Yukon Territory

(the "Lands").

- C. The City Lot and the Lands are adjoining parcels of land.

- D. Yukon has agreed to lease to the Lessee the approximately eight (8) hectare parcel of land outlined in red in Yukon's Energy, Mines and Resources Land Management Branch City of

Whitehorse Lease Mapsheet sketch dated January 29, 2016 attached as Schedule "A" to this Lease, being a portion of the Lands (the "Leased Lands").

- E. The Lessee intends to sublease a portion of the Leased Lands (the "Subleased Lands") to Northwestel Inc. ("Northwestel") and to ATCO Electric Yukon ("Atco").
- F. The Lessee desires to use the Leased Lands for the following purposes:
 - (i) the construction, maintenance and use of a permanent public building (the "Building");
 - (ii) the construction, maintenance and use of structures associated to and with the Building including, but not limited to, fencing, signage, warehouses, and indoor and outdoor storage facilities (the "Structures");
 - (iii) indoor and outdoor storage of equipment, materials and any other items required by the Lessee ("Storage");
 - (iv) the construction, maintenance and use of parking lots (the "Parking Lots");
 - (v) the construction, maintenance and use of parks and trails (the "Parks"); and
 - (vi) the construction, installation, maintenance and use of any Utilities that:
 - (a) the Lessee requires for its use and enjoyment of the Leased Lands;
 - (b) Northwestel and Atco require for their use and enjoyment of the Subleased Lands; and
 - (c) the Lessee requires for the benefit of the public and, and the public interest, (collectively, the "Lessee Purposes").
- G. Northwestel desires to use a portion of the Subleased Lands for outdoor storage of equipment, materials and any other items required by Northwestel (the "Northwestel Purposes").
- H. Atco desires to use a portion of the Subleased Lands for development of an electrical sub-station (the "Atco Purposes").

NOW THEREFORE in consideration of the sum of thirty (\$30.00) dollars paid by the Lessee to Yukon, the receipt of which is hereby acknowledged, and in consideration of these mutual promises, the Parties hereby covenant and agree as follows:

1. GRANT

- 1.1 Yukon grants to the Lessee a leasehold interest in the surface of the Leased Lands (the "Grant").
- 1.2 The boundaries of the Leased Lands shall be subject to such adjustment and alteration as may be shown by survey to be necessary.

2. DEFINITIONS

2.1 In this Lease

“**Atco Purposes**” has the meaning ascribed thereto in the preamble of this Lease.

“**Building**” has the meaning ascribed thereto in the preamble of this Lease.

“**Business Day**” means any day that is not a Saturday, Sunday or a statutory holiday in Whitehorse, Yukon Territory.

“**City Lot**” has the meaning ascribed thereto in the preamble of this Lease.

“**Contaminant**” has the meaning ascribed thereto by the Environment Act, R.S.Y. 2002 Chpt 76. “**Detrimental Environmental Change**” means any change to the natural environment caused by release of a contaminant or hazardous substance or generated by any physical action on the landscape..

“**Effective Date**” has the meaning ascribed thereto in section 4.1 of this Lease.

“**Environmental Laws**” means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, consent or directive of any applicable federal, territorial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction:

- (a) relating to pollution or the protection of human health or the environment (including workplace health and safety);
- (b) dealing with filings, registrations, emissions, discharges, spills, releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; and
- (c) regulating the import, storage, distribution, labelling, sale, use, handling, transport or disposal of a Hazardous Substance.

“**Expiry Date**” has the meaning ascribed thereto in section 4.1 of this Lease.

“**Grant**” has the meaning ascribed thereto in section 1.1 of this Lease.

“**Hazardous Substance**” means any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Law.

“**Lands**” has the meaning ascribed thereto in the preamble of this Lease.

“**Lease**” means this lease agreement and any amendments thereto.

“Leased Lands” has the meaning ascribed thereto in the preamble of this Lease.

“Leasehold Charge” has the meaning ascribed thereto in section 14.1 of this Lease.

“Lessee” has the meaning ascribed thereto in the preamble of this Lease.

“Lessee Purposes” has the meaning ascribed thereto in the preamble of this Lease.

“Northwestel” has the meaning ascribed thereto in the preamble of this Lease.

“Northwestel Purposes” has the meaning ascribed thereto in the preamble of this Lease.

“Notice” has the meaning ascribed thereto in section 16.2 of this Lease.

“Option” has the meaning ascribed thereto in section 16.1 of this Lease.

“Overholding Tenancy” has the meaning ascribed thereto in section 13.1 of this Lease.

“Parking Lots” has the meaning ascribed thereto in the preamble of this Lease.

“Parks” has the meaning ascribed thereto in the preamble of this Lease.

“Parties” has the meaning ascribed thereto in the preamble of this Lease, and **“Party”** means either one of the Parties.

“person” includes corporations, companies, partnerships and natural persons.

“Renewal Term” has the meaning ascribed thereto in section 5.1 of this Lease.

“Storage” has the meaning ascribed thereto in the preamble of this Lease.

“Structures” has the meaning ascribed thereto in the preamble of this Lease.

“Sublease” has the meaning ascribed thereto in section 12.1 of this Lease.

“Subleased Lands” has the meaning ascribed thereto in the preamble of this Lease.

“Transfer” has the meaning ascribed thereto in section 16.3 of this Lease.

“Utilities” means any and all usual and ordinary municipal utilities including gas pipelines, electrical power and telephone distribution and transmission systems, fibre optic communication systems, sanitary and storm sewer mains, water mains, surface drainage swales, roads, curbs, gutters, sidewalks, ditches, storm water outfalls, community antenna television systems and any other utility lines and systems or any one or more of them, together with the usual and ordinary appurtenances incidental thereto.

“Yukon” has the meaning ascribed thereto in the preamble of this Lease.

“Zoning Amendment” has the meaning ascribed thereto in section 10.1 of this Lease.

3. USE

3.1 It is a condition of this Lease that the Leased Lands shall only be used for:

- (a) the Lessee Purposes;
- (b) the Northwestel Purposes;
- (c) Atco Purposes; and
- (d) any other uses agreed to by the Parties.

4. TERM, PAYMENT AND TAXES

4.1 This Lease shall be for a period of thirty (30) years commencing on the ____ day of _____, 2016 A.D. (the "Effective Date") and ending on the ____ day of _____, 2046 A.D. (the "Expiry Date").

4.2 The Lessee shall pay to Yukon upon execution of this Lease the sum of thirty (\$30.00) dollars.

4.3 The Lessee shall pay all taxes, local improvement rates and assessments, and all public utility charges respecting the Leased Lands during the term of the Lease.

5. RENEWAL

5.1 If the Lessee has:

- (a) performed and observed all of the covenants and conditions of the Lessee contained in this Lease; and
- (b) requested, in writing, a renewal of the Lease at least ninety (90) days prior to the Expiry Date,

then Yukon shall grant to the Lessee a renewal of this Lease for a further term of thirty (30) years (the "Renewal Term") upon essentially the same terms and conditions as contained in this Lease with the exception of the right of renewal.

6. VACANT POSSESSION AND QUIET ENJOYMENT

6.1 The Lessee shall have vacant possession of the Leased Lands upon execution of this Lease.

6.2 The Lessee, upon performing and observing the covenants and provisions required to be performed on its part under this Lease shall peaceably enjoy the Leased Lands for the term of this Lease and any Renewal Term.

7. UTILITIES

- 7.1 The Lessee shall have the exclusive right to construct and install on the Leased Lands, and arrange for the construction and installation of on the Leased Lands, any Utilities that:
- (a) the Lessee requires for its use and enjoyment of the Leased Lands;
 - (b) Northwestel and Atco require for their use and enjoyment of the Subleased Lands; and
 - (c) the Lessee requires for the benefit of the public and, and the public interest,
- without the consent of Yukon
- 7.2 The Lessee shall be entitled to determine the location of all Utilities constructed and installed on the Leased Lands.
- 7.3 The Yukon shall not be responsible for costs associated with the construction and installation of Utilities on the Leased Lands.

8. ENVIRONMENTAL

- 8.1 Unless otherwise authorized in writing by Yukon, the Lessee shall not cut or remove any trees or clear any area of the Leased Lands other than is reasonably necessary:
- (a) to construct, erect or install the proposed Building, Structures, Parking Lots and Parks as set out in the City of Whitehorse – Planning & Building Services Location Sketch dated January 28, 2016 attached as Schedule “B” to this Lease;
 - (b) for Storage pursuant to the Lessees Purposes;
 - (c) to construct or install on the Leased Lands any Utilities that:
 - (i) the Lessee requires for its use and enjoyment of the Leased Lands; and
 - (ii) Northwestel and Atco require for their use and enjoyment of the Subleased Lands;
 - (iii) the Lessee requires for the benefit of the public and, and the public interest; and
 - (d) for the outdoor storage of equipment, materials and other items required by Northwestel pursuant to the Northwestel Purposes.
- 8.2 If it is reasonably determined by Yukon that the Lessee’s activities on the Leased Lands have contributed to a Detrimental Environmental Change, then the Lessee shall:
- (a) cease said activities on the Leased Lands;
 - (b) undertake such reasonable corrective measures as Yukon may specify; and
 - (c) pay its proportionate share of any reasonable costs of remediation.

8.3 The Lessee shall take all reasonable precautions to prevent any fire occurring or spreading from the Leased Lands and shall pay all reasonable costs of suppressing or containing any fire caused by or attributable to the negligence of the Lessee or the Lessee's invitees, employees, officers, contractors, members or agents.

9. FUEL AND HAZARDOUS CHEMICALS

9.1 The Lessee covenants to:

- (a) establish and maintain fuel storage and dispensing facilities in accordance with all applicable federal, territorial, and municipal acts, regulations and bylaws;
- (b) take all reasonable precautions to ensure that no spilled or leaked fuel can spread to surrounding lands or into any waters; and
- (c) handle, store, dispose and keep records of all Hazardous Substances in accordance with the law.

10. ZONING

10.1 The Lessee shall have the right to make zoning amendments to change the zoning of the Leased Lands (the "Zoning Amendment").

10.2 The Lessee shall have the right to execute and deliver all documents, deeds and instruments, and to do and perform all such acts as are considered reasonably necessary by the Lessee to complete the Zoning Amendment.

11. SUBLEASE AND ASSIGNMENT

11.1 The Lessee shall have the right to sublease the Leased Lands, or any portion of the Leased Lands, to Northwestel and Atco without the consent of Yukon for the term of this Lease or any portion of the term of this Lease.

11.2 If this Lease is renewed pursuant to section 5 of this Lease, the Lessee shall have the right to sublease the Leased Lands, or any portion of the Leased Lands, to Northwestel and Atco for the Renewal Term or any portion of the Renewal Term without the consent of Yukon.

11.3 Subject to sections 11.1, 11.2 and 14.1 of this Lease, the Lessee shall not assign or sublet this Lease in whole or in part, or the privileges or rights conferred by this Lease to any person without the prior written consent of Yukon, which consent shall not be unreasonably withheld.

12. NON-DISTURBANCE OF NORTHWESTEL

- 12.1 Yukon agrees that if it exercises its rights to terminate this Lease or otherwise re-enter the Leased Lands, and Northwestel is not in default under its sublease (the "Sublease") at that time, Yukon shall enter into a lease with Northwestel upon terms that conform to that sublease.
- 12.2 In order to give effect to section 12.1 of this Lease, upon the request of the Lessee, Yukon shall execute a non-disturbance agreement in the form Northwestel requires, acting reasonably, provided Yukon incurs no financial obligation thereunder.

13. OVERHOLDING TENANCY

- 13.1 If the Lessee establishes an overholding tenancy by remaining in possession of the Leased Lands after the end of the term of this Lease (the "Overholding Tenancy"):
- (a) there shall be no implied renewal of this Lease;
 - (b) the Lessee is deemed to be occupying the Leased Lands as a monthly tenant; and
 - (c) either Party may, on thirty (30) days written notice to the other, terminate the Overholding Tenancy.
- 13.2 The Overholding Tenancy shall otherwise be on the same terms as herein contained, except for any right of renewal.

14. MORTGAGE OF LEASE

- 14.1 Notwithstanding anything else herein contained, the Lessee may, without the consent of Yukon but on prior notice to it, charge, mortgage or hypothecate this Lease or its leasehold interest (a "Leasehold Charge") in the Leased Lands to any recognized lending institution and to any trustee for holders of securities, and may assign or pledge this Lease and may sublet the whole of the Leased Lands as security for any such Leasehold Charge, provided that the Lessee shall remain liable on all of its covenants, obligations and agreements under this Lease and a successor and assign of the Lessee under this provision shall be similarly liable upon taking possession of the Leased Lands under any such security. Yukon shall, upon request:
- (a) enter into an agreement with any such chargee or mortgagee as reasonably required to consent to such security;
 - (b) agree to give notices of default and a curative period to such chargee or mortgagee (not exceeding five (5) days in addition to the curative period provided to the Lessee pursuant to this Lease); and
 - (c) provide for such other reasonable terms and conditions as reasonably required by the chargee or mortgagee and agreed to by Yukon, acting reasonably.

14.2 The Lessee shall be entitled to register this Lease with the Land Titles Office for the Yukon Land Registration District, where allowed by provisions of the Land Titles Act RSY 2002 Chpt 130 as amended or replaced from time to time.

15. YUKON'S REPRESENTATIONS AND WARRANTIES

15.1 Yukon represents and warrants that:

- (a) Yukon has good title in fee simple to the Leased Lands, free from all encumbrances except the following:
 - i) instrument 37486, Regulations, Whitehorse Airport Zoning Regulations;
 - ii) instrument 130149, Caveat, Southern Lakes Aviation;
 - iii) instrument 132572, Caveat, 4317 Yukon Ltd.;
 - iv) instrument 133219, Caveat, Grey Hunter Corp.;
 - v) instrument 133220, Caveat, Business Development Bank of Canada;
 - vi) instrument 138575, Caveat, North 60 Petro Ltd.;
 - vii) instrument 146096, Caveat, Business Development Bank of Canada;
 - viii) instrument 159598, Caveat, Air Canada;
 - ix) instrument 158599, Caveat, Air Canada;
 - x) instrument 159600, Caveat, Air Canada;
 - xi) instrument 159601, Caveat, Air Canada;
 - xii) instrument 159602, Caveat, Air Canada;
 - xiii) instrument 165829, Caveat, AC Cargo General Partners Inc.;
 - xiv) instrument 165830, Caveat, AC Cargo General Partners Inc.;
 - xv) instrument 187141, Lease, 40705 Yukon Inc., 40694 Yukon Inc., 40683 Yukon Inc., 40672 Yukon Inc.;
 - xvi) instrument 187146, Caveat, Business Development Bank of Canada; and
 - xvii) instrument 206869, Caveat, BDC Capital Inc.
- (b) the Leased Lands are available for lease; and
- (c) Yukon is authorized to lease the Leased Lands.

15.2 Yukon represents and covenants to the Lessee as follows:

- (a) To the best of Yukon's knowledge, information and belief, the Leased Lands are in compliance with all Environmental Laws and do not contain any hazardous waste, asbestos, PCBs or underground storage tanks or any other Hazardous Substance, other than in compliance with Environmental Laws.
- (b) There are no outstanding governmental orders, notices of violation, deficiency notices or outstanding files with respect to Environmental Laws affecting the Leased Lands.
- (c) Yukon has delivered to the Lessee copies of all existing environmental reports, studies, tests and assessments relating to the Leased Lands that are in Yukon's possession or control.

- (d) Yukon will comply with all applicable Environmental Laws in respect of its ownership, operation and management of the Leased Lands.
- (e) Yukon has not given, nor does it have any obligation to give, nor has it received, any notice or claim or communication regarding any past, present or planned storage, disposal, presence, release or spill of any contaminant that in Yukon's judgement, acting reasonably, did or will affect the Leased Lands.
- (f) Yukon will give notice to the Lessee of any spills or illegal discharges of a contaminant if, in Yukon's judgment, acting reasonably, the Lessee is or will be affected.

15.3 Notwithstanding any other provision of this Lease, the Lessee shall not be responsible or liable in any manner for, and Yukon releases the Lessee from any and all liability, claims, costs and expenses in respect of:

- (a) any non-compliance with any Environmental Laws, unless such non-compliance was caused by the Lessee or is a result of the Lessee's use of the Leased Lands; and
- (b) any clean-up or remediation required due to environmental conditions existing prior to the Effective Date.

16. OPTION TO PURCHASE

16.1 The Lessee shall be entitled to purchase the Leased Lands at any time during the term of the Lease, including the Renewal Term, for the sum of one (\$1.00) dollar (the "Option"), exercisable as set out below, if the following conditions have been met by the Lessee:

- (a) The Lessee has fully funded and resolved: the survey or titling issues associated with plan of survey 45107; and as required therefore, any survey or titling issues with related plans of survey. "Resolved" shall mean that the Land Titles Office, without pre-condition or prior registration of plan or title, will accept for registration a plan of survey of the Lands and notifications for parcels created by that plan of survey.
- (b) The Lessee has agreed to submit a subdivision application to the subdivision approving authority.
- (c) If subdivision is approved, then the Lessee shall pay a Canada Lands Surveyor the full costs to create and register a plan of survey in the Land Titles Office for the Lands, such plan of survey to comply with the approval received from the subdivision approving authority.

16.2 The Lessee shall exercise the Option by notice in writing to Yukon enclosing the nominal sum of one (\$1.00) dollar (the "Notice").

16.3 If the Option has been exercised by the Lessee, Yukon shall transfer to the Lessee its interest in the Leased Lands, free and clear of all encumbrances other than encumbrances agreed by to the Parties in writing (the "Transfer").

- 16.4 The Transfer shall occur within a reasonable length of time from the Notice unless otherwise agreed by the Parties in writing.
- 16.5 The Lessee shall pay:
- (a) all costs incurred by the Lessee with respect to the Transfer; and
 - (b) all survey costs, land titles registration fees and reasonable external legal costs if required which may be incurred by Yukon with respect to the Transfer.
- 16.6 Yukon shall pay all costs incurred by Yukon in clearing title to the Leased Lands.
- 16.7 If, after the Transfer, a portion or all of the Leased Lands are sold to a third party, the Lessee shall pay to Yukon the fair market value of the parcel of land sold as of the Effective Date, net of the proportionate share of improvement or servicing costs incurred by the Lessee.

17. BREACH, CANCELLATION AND WAIVER

- 17.1 Where the Lessee breaches or fails to perform or observe any of the covenants, terms or agreements contained in this Lease, Yukon shall so advise the Lessee by written notice. If the Lessee fails to remedy the breach or non-performance within the time granted in the said notice, which shall not be less than ninety (90) days, Yukon may, by notice in writing, cancel this Lease and cancellation occurs on the day following the mailing of such notice.
- 17.2 Yukon shall not be deemed to have waived any breach by the Lessee of any of the covenants or agreements herein contained unless Yukon provides a written waiver, and any such waiver relates only to the specific breach to which it refers.

18. INDEMNIFICATION and RESPONSIBILITY

- 18.1 The Lessee shall at all times indemnify and save harmless Yukon against all actions, causes of action, claims, debts, liabilities, dues, sums of money and demands, damages, and costs, including all reasonable legal costs, whatsoever, that may be brought, made or sustained against Yukon by reason of anything done or omitted to be done by the Lessee, the Lessee's invitees, employees, officers, contractors, members or agents arising out of or in connection with the granting of this Lease with the exception of any actions, causes of action, claims, debts, liabilities, dues, sums of money and demands, damages and costs arising from or in relation to the negligence or intentional acts of Yukon or its agents, servants, employees, workers, contractors, subcontractors, permittees, licensees and officials.
- 18.2 For greater certainty, the Lessee's indemnification shall survive expiry or cancellation of this Lease.
- 18.3 Yukon covenants and agrees that it shall be responsible for environmental liabilities relating to the Leased Lands that are caused by Yukon or any person or party that it is responsible for including all reasonable costs and expenses, arising out of any such environmental liabilities relating to the Leased Lands and any breach of any covenant of section 15.2 of this Lease or any non-compliance with any Environmental Laws by Yukon and those for whom it is responsible.

18.4 For greater certainty, Yukon's responsibility shall survive expiry or cancellation of this Lease.

19. ERRORS

19.1 If it is brought to the attention of Yukon that:

- (a) a clerical error was made respecting the name or description of the Lessee, the description of the Leased Lands, or any other material part of this Lease; or
- (b) the existing survey of the Leased Lands as of the Effective Date is incorrect, then the Parties shall make whatever changes or adjustments to this Lease, including cancelling this Lease, that the Parties, by mutual agreement, consider appropriate.

19.2 If the Lease is cancelled pursuant to section 19.1 of this Lease, then Yukon shall pay to the Lessee any compensation mutually agreed upon by the Parties.

20. DISPUTE RESOLUTION

20.1 All disputes, issues, questions and other matters under or connection with this Lease on which the Parties disagree or in relation to which the Parties are unable to come to a mutual agreement as required by this Lease shall 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, the second to be appointed by the other Party 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.

20.2 The cost of arbitration shall be borne by the Parties as determined in the discretion of the arbitrator or arbitrators.

21. COMPLIANCE WITH LAWS

21.1 The use made of the Leased Lands shall at all times conform to the requirements of applicable municipal by-laws, including zoning by-laws, and all federal, territorial and municipal acts and regulations affecting the Leased Lands.

22. GENERAL

22.1 Any amendments to this Lease shall be made in writing and executed by both Parties.

22.2 Each of the Parties shall at all times hereafter execute and deliver at the request of the other Party all such further documents, deeds and instruments, and shall do and perform all such further acts as may be reasonably necessary to give full effect to the intent and meaning of this Lease.

22.3 This Lease is the entire agreement between the Parties relating to the subject matter hereof and supersedes any prior agreement. Neither Party is bound by any representation, warranty or

agreement not included in this Lease and, in particular, no representation or warranty of a Party not expressed in this Lease is to be implied.

- 22.4 Wherever the singular or masculine is used in this Lease the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the Parties so require.
- 22.5 The paragraph headings used throughout this Lease form no part hereof and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation thereof.
- 22.6 This Lease shall be governed by and interpreted in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein.
- 22.7 If any of the terms or provisions of this Lease are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.
- 22.8 All dollar amounts referred to in this Lease are in Canadian funds.
- 22.9 Yukon assumes no liability, expressed or implied, to provide access or services to the Leased Lands.
- 22.10 The Lessee covenants to allow any Yukon employees or agents entry to the Leased Lands at any reasonable time for the purpose of inspection.
- 22.11 Expiration or cancellation of this Lease shall not prejudice Yukon's right to unpaid rents or any other right arising under the Lease.
- 22.12 Time shall be of the essence in this Lease.
- 22.13 This Lease is binding upon and enures to the benefit of the Parties and their heirs, executors, administrators, successors and permitted assigns.
- 22.14 Any written communication or notice required pursuant to this Lease shall be given by personal delivery to the undersigned or by prepaid mail to the addresses set out below. A notice shall be considered to be received if delivered personally, on the date of delivery, or if delivered by mail, three (3) Business Days after mailing.

If to the Lessee:

City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon Y1A 1C2
Attention: Director, Infrastructure & Operations

If to Yukon:

Department of Highways and Public Works
Government of Yukon
9010 Quartz Road (W-3A)
Whitehorse, Yukon
Attention: Director, Aviation Branch

- 22.15 The following schedules are attached to and incorporated into this Lease by reference and are considered to be a part of this Lease:
Schedule "A" – City of Whitehorse Lease Mapsheet Sketch
Schedule "B" – City of Whitehorse Planning & Building Services Location Sketch
- 22.16 This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same document.

22.17 The preamble of this Lease consisting of the recitals therein set forth shall be deemed to be part of this Lease.

IN WITNESS WHEREOF Yukon has duly executed this Lease at the City of Whitehorse, in the Yukon Territory on the ____ day of _____, 2016.

Witness

Leah Stone, Director, Aviation Branch
Department of Highways &
Public Works
Government of Yukon

IN WITNESS WHEREOF the Lessee has duly executed this Lease under seal at the City of Whitehorse, in the Yukon Territory on the ____ day of _____, 2016.

THE CORPORATE SEAL OF)
)
THE CITY OF WHITEHORSE)
was hereunto affixed)
in the presence of:)
)
)
)
)
)

Dan Curtis, Mayor)
)
)
)
)
)

Norma Felker, Assistant City Clerk)
)
)

c/s

SCHEDULE "A"

City of Whitehorse Lease Mapsheet Sketch

A-1

I have read and understand the contents of this page.

Initial here _____

SCHEDULE "B"

City of Whitehorse Planning & Building Services Location Sketch

B-1

I have read and understand the contents of this page.

Initial here _____

AFFIDAVIT OF EXECUTION

CANADA)
YUKON)
TO WIT:)

I, _____ of the City of Whitehorse, Yukon MAKE OATH AND SAY THAT:

1. I was personally present and did see the attached lease duly executed by Leah Stone, Director, Aviation Branch, Department of Highways & Public Works, Government of Yukon.
2. I know the said Leah Stone and am satisfied that she is of the full age of nineteen (19) years.
3. The said lease was duly executed at the City of Whitehorse in the Yukon Territory.
4. I am the subscribing witness to the said lease.

SWORN before me at the City)
of Whitehorse, Yukon Territory)
this _____ day of)
_____, 2016 A.D.)

Notary Public in and for the Yukon

Print name _____

Witness

Print name _____

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

CANADA) We, **Dan Curtis and Norma Felker**,
)
YUKON TERRITORY) of the City of Whitehorse, in the Yukon Territory,
)
TO WIT:) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **Mayor** and the **Assistant City Clerk**, respectively, of the **CITY OF WHITEHORSE** (the "Corporation").
- 2) We are the persons who subscribed our names and affixed the corporate seal of the Corporation to the attached instrument.
- 3) We are authorized by the Corporation to subscribe our names and affix the corporate seal to the attached instrument.
- 4) The Corporation exists as of the date hereof.

SEVERALLY SWORN BEFORE ME)
at the City of Whitehorse,)
in the Yukon Territory, this _____)
day of _____, 2016.)

Dan Curtis, Mayor

A Notary Public in and for)
the Yukon Territory)

Norma Felker, Assistant City Clerk

Print Name of Notary Public)

CITY OF WHITEHORSE
BYLAW 2016-20

A bylaw to amend Building and Plumbing Bylaw 99-50

WHEREAS council adopted a Building and Plumbing Bylaw to administer standards respecting the construction, demolition, removal, or alteration of any building or structure within the City of Whitehorse; and

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

WHEREAS it is deemed desirable and expedient that Building and Plumbing Bylaw 99-50 be amended to modify the thermal insulation requirements specific to mobile homes located in mobile home parks;

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

1. Bylaw 99-50 is hereby amended by adding new subsection 86(6) as follows:
 "86. (6) Notwithstanding subsections 86(1) to 86(5) of this bylaw, the requirements for minimal thermal insulation values for mobile homes located in areas zoned RP–Residential Mobile Home Park may be determined through the use of energy computer modelling resulting in an EnerGuide Rating System value of 78 or an equivalent value as determined and approved by the authority having jurisdiction."

2. This bylaw shall come into full force and effect upon final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk