

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2016-09**

**DATE:** Tuesday, May 24, 2016

**TIME:** 5:30 p.m.

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

## **AGENDA**

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

**AGENDA:** Adoption

**PROCLAMATIONS:** Safe Kids Week – May 30 to June 5, 2016  
Prostate Cancer Awareness Month – June 2016  
Intergenerational Day Canada – June 1, 2016

**MINUTES:** Regular Council Meeting #2016-09 dated May 9, 2016

**DELEGATIONS:** Keith Lay – Crestview Area Trail Plan Implementation

**PUBLIC INPUT:** Conditional Use at 3 Maple Street (Woodwork Shop)

**COMMITTEE**

**REPORTS:**

**Community Services Committee** – *Councillors Hartland & Curteanu*

Trail Plan Implementation – Crestview Areas  
Festival and Special Event Grant policy  
Committee Appointments – Recreation Grant Task Force

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

**Development Services Committee** – *Councillors Irwin & Boyd*

**Corporate Services Committee** – *Councillors Boyd & Woodcock*

Fort McMurray Fire Relief – For Information Only

**City Planning Committee** – *Councillors Fendrick & Hartland*

Lease Agreement – Office Space in Sport Yukon Building  
Subdivision Approval – Phase 3 Whistle Bend  
EnerGuide Rating Process for New Mobile Homes

**City Operations Committee** – *Councillors Woodcock & Irwin*

Contract Award – Consulting Services, Operations Building Project  
Contract Award – Consulting Services, Marwell Lift Station Project  
Contract Award – Waste Management Facility Water Sampling Program  
Budget Amendment – McIntyre Creek Pump House Assessment Project

**NEW & UNFINISHED**

**BUSINESS:**

<b><u>BYLAWS:</u></b>	2016-14	Lease Agreement (Operation Building Site)	3 <sup>rd</sup> Reading
	2016-20	Amend Building and Plumbing Bylaw	2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
	2016-19	Lease Agreement (Office at Sport Yukon)	1 <sup>st</sup> & 2 <sup>nd</sup> Reading

**ADJOURNMENT:**



## PROCLAMATION

### SAFE KIDS WEEK

**May 30 to June 5, 2016**

WHEREAS preventable injuries kill more Canadian children every year than any disease; and

WHEREAS Parachute Canada, an amalgamation of four leading injury prevention organizations, is marking the 20<sup>th</sup> year of Safe Kids Week in Canada by focusing on the top injury issues that affect children at home, at play, and on the road; and

WHEREAS Safe Kids Week provides an opportunity to increase national awareness about injury prevention and bring attention to predictable and preventable injuries; and

WHEREAS increased awareness of injury prevention will help to keep children active and having fun while staying safe from harm;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim May 30<sup>th</sup> to June 5<sup>th</sup>, 2016 to be **Safe Kids Week** in the City of Whitehorse

Dan Curtis  
Mayor



## PROCLAMATION

### PROSTATE CANCER AWARENESS MONTH

June 2016

WHEREAS prostate cancer is the most common cancer to affect Canadian men; and

WHEREAS those with a family history of the disease or those of African or Caribbean descent are at greater risk of developing prostate cancer; and

WHEREAS the survival rate for prostate cancer can be over 90% when detected early; and it is recommended that men in their 40s get a PSA test to establish their baseline; and

WHEREAS the **Motorcycle Ride For Dad** on June 11<sup>th</sup> promotes awareness and helps to raise funds to fight prostate cancer in our community; and

WHEREAS the council of the City of Whitehorse supports increased awareness of this disease and encourages men in their 40s to talk to their doctors about getting a PSA test,

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim June 2016 as **Prostate Cancer Awareness Month** in the City of Whitehorse.

Dan Curtis  
Mayor



## PROCLAMATION

### INTERGENERATIONAL DAY CANADA

WHEREAS Intergenerational Day Canada is meant to raise awareness about the simplicity and power of intergenerational connections, and

WHEREAS Intergenerational Day helps us focus on the positive influence of intergenerational connections and their importance in the creation of healthy, all-age friendly communities; and

WHEREAS Intergenerational Day celebrates all of the good things presently taking place between generations in our communities; and

WHEREAS Intergenerational Day reminds us all that it requires little effort and time to bridge generations in our communities, and yet the sustainable gain is huge; and

WHEREAS Intergenerational Day does not require funding, excessive time or extensive planning; and

WHEREAS Intergenerational Day Canada invites every individual to take one small respectful step to bridge generations, and reminds us that it can be done with just a smile;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim June 1<sup>st</sup>, 2016 to be ***Intergenerational Day Canada*** in the City of Whitehorse.

Dan Curtis  
Mayor

MINUTES of **REGULAR** Meeting #2016-09 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, May 9, 2016, in Council Chambers, City Hall.

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

ABSENT: Councillor Roslyn Woodcock

ALSO PRESENT: City Manager Christine Smith  
Director of Community Services Linda Rapp  
Director of Development Services Mike Gau  
Director of Infrastructure and Operations Peter O'Blenes  
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**

**2016-09-01**

It was duly moved and seconded  
THAT the agenda be adopted as amended with the change being the  
addition of two items under New and Unfinished Business:

**AGENDA**

1. Fort McMurray Relief Efforts; and
2. Building Consolidation Project

Carried Unanimously

**2016-09-02**

It was duly moved and seconded  
THAT the minutes of the regular council meeting dated April 25, 2016  
be adopted as presented.

**MINUTES**

April 25, 2016

Carried Unanimously

**COMMITTEE REPORTS**

**Community Services Committee**

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

PROCLAMATIONS

Mayor Curtis proclaimed the month of May 2016 to be *Better Hearing and Speech Month* in the City of Whitehorse.

**2016-09-03**

It was duly moved and seconded THAT the City of Whitehorse Draft Action Plan dated May 2016 be adopted as a guiding document to address the relevant Truth and Reconciliation Commission Calls to Action.

DRAFT ACTION PLAN  
 FOR TRUTH AND  
 RECONCILIATION  
 COMMISSION CALLS  
 TO ACTION

Carried Unanimously

**2016-09-04**

It was duly moved and seconded 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:

**Category 1 – Recreation Grants**

<u>Recipient</u>	<u>Amount</u>
Boys and Girls Club of Yukon <i>Squash the Summer Blues</i>	\$184.00
Breakdancing Yukon Society <i>Summer Hip Hop Camp; Internship Program</i>	\$8,000.00
Freedom Trails Therapeutic Riding Association <i>Contract Fees &amp; Wages</i>	\$4,000.00
Gwaandak Theatre Society <i>Map of the Land, Map of the Stars</i>	\$1,800.00
Jazz Yukon <i>Jazz in the Hall</i>	\$2,500.00
Medieval Combat Group <i>Training Workshop; Lists; Equipment</i>	\$1,460.00
Music Yukon <i>Arts in the Park; Sound System</i>	\$7,400.00
Special Olympics Yukon <i>Golf Program; Operations &amp; Maintenance</i>	\$3,000.00
Table Tennis Yukon <i>Equipment; Leadership</i>	\$1656.35
The Heart of Riverdale <i>Rawk Band Camp</i>	\$1,600.00

SPRING RECREATION  
 GRANT ALLOCATIONS

.../continued

**2016-09-04** (Continued)

<b>Category 1 Grant Recipient</b>	<b>Amount</b>
U Kon Echelon Bike Club <i>Development Camp</i>	\$1,000.00
Victoria Faulkner Women’s Centre <i>Moms and Kids Summer Recreation Program</i>	\$7,885.00
Whitehorse Community Choir <i>Artistic Personnel; Sheet Music &amp; CD’s; Professional Development</i>	\$8,000.00
Whitehorse Concerts <i>Concert Series</i>	\$2,500.00
Yukon Association for Community Living <i>Celebrate Summer Inclusively</i>	\$2,000.00
Yukon Curling Association <i>Junior Curling Camp</i>	\$1,600.00
Yukon Music Camp Society <i>Yukon Summer Music Camp</i>	\$7,895.00
Yukon Film Society <i>Capital – Digital Cinema Projector</i>	<u>\$5,000.00</u>
<b>Category 1 Total</b>	<b>\$67,480.35</b>

SPRING RECREATION  
 GRANT ALLOCATIONS  
 (Continued)

**Category 2 Grants – Parks/Recreation Facilities**

<b>Recipient</b>	<b>Amount</b>
Biathlon Yukon/Whitehorse Biathlon Club <i>Facilities and Equipment</i>	\$4,200.00
David Anderson <i>Pine Street Rink Improvements</i>	\$3,000.00
Friends of Mount Sima Society <i>Operations &amp; Maintenance</i>	\$19,000.00
Golden Age Society <i>Operations &amp; Maintenance</i>	\$6,000.00
Mountain View Golf Course <i>Operations &amp; Maintenance</i>	\$8,000.00
Whitehorse Cross Country Ski Club <i>Operations &amp; Maintenance</i>	\$15,000.00
Whitehorse Curling Club <i>Operations &amp; Maintenance</i>	<u>\$7,300.00</u>
<b>Category 2 Total</b>	<b>\$62,500.00</b>

.../continued

**2016-09-04** (Continued)

**Category 3 Grants – Arts/Cultural Facilities**

<u>Recipient</u>	<u>Amount</u>	
Guild Society <i>Operations &amp; Maintenance</i>	\$6,000.00	
MacBride Museum <i>Program Assistance</i>	\$11,000.00	
Miles Canyon Historic Railway Society <i>Operations &amp; Maintenance</i>	\$9,000.00	SPRING RECREATION GRANT ALLOCATIONS (Continued)
Yukon Church Heritage Society <i>Operations &amp; Maintenance</i>	\$4,500.00	
Yukon Transportation Museum Society <i>Operations &amp; Maintenance</i>	\$12,500.00	
Yukon Arts Centre <i>Youth Arts Education</i>	\$4,500.00	
<b>Category 3 Total</b>	<b>\$47,500.00</b>	

Carried Unanimously

Activity reports for February, March and April 2016 were received from the Director of Community and Recreation Services, Recreation and Facility Services, Outreach and Events, Parks and Trails, and the Transit Department. ACTIVITY REPORTS  
For Information Only

Various community events and activities were highlighted, including:

- the 20 Minute Makeover taking place on May 4<sup>th</sup>,
  - 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.
- COMMUNITY EVENTS  
For Information Only

**Public Health and Safety Committee**

**2016-09-05**

It was duly moved and seconded 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. CONTRACT AWARD  
PUMPER-TANKER

Carried Unanimously

Activity reports for February, March and April 2016 were received from Bylaw Services and the Fire Department. ACTIVITY REPORTS  
For Information Only



**Development Services Committee**

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

ACTIVITY REPORTS  
For Information Only

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

Issues Arising from  
the Activity Reports

**Corporate Services Committee**

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.

ACTIVITY REPORTS  
For Information Only

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.

Issues Arising from  
the Activity Reports

**City Planning Committee**

**2016-09-06**

It was duly moved and seconded  
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.

BRING FORWARD  
BYLAW 2016-16 FOR  
FURTHER READINGS

Carried Unanimously

**2016-09-07**

It was duly moved and seconded  
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.

BRING FORWARD  
LEASE AND PURCHASE  
AGREEMENT FOR  
OPERATIONS BUILDING

Carried Unanimously

**2016-09-08**

It was duly moved and seconded

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.

BRING FORWARD  
AMENDMENT TO  
BUILDING AND  
PLUMBING BYLAW

Carried Unanimously

A council member expressed concern with the self-regulating nature of the energy certification standards set out in the bylaw and suggested that third party certification would be preferable.

Discussion

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

ACTIVITY REPORT  
For Information Only

**City Operations Committee**

**2016-09-09**

It was duly moved and seconded

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

CONTRACT AWARD  
SUPPLY OF LED  
LIGHTING FIXTURES

Carried Unanimously

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.

ACTIVITY REPORTS  
For Information Only

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

Issues Arising from  
the Activity Reports

**NEW & UNFINISHED BUSINESS**

**2016-09-10**

It was duly moved and seconded

THAT administration be directed to explore the options available for funding a contribution to assist with the relief and rebuilding efforts for the Town of Fort McMurray.

DONATION TO THE  
FIRE RELIEF FUND  
FOR FORT McMURRAY

Carried Unanimously

A council member noted that there is a discrepancy between the estimated costs for the building consolidation project and the figures published in local media last week.

Administration provided a description of the components of the building consolidation project, the timing of the various phases, and the preliminary cost estimates.

Council members requested that the updated project, cost and timeline information be communicated to the public.

BUILDING  
CONSOLIDATION  
PROJECT  
For Information Only

## **BYLAWS**

### **2016-09-11**

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, having been read a first and second time, now be given third reading.

Carried Unanimously

**BYLAW 2016-12**  
LEASE AGREEMENT  
(Pioneer Hotel 1)  
THIRD READING

### **2016-09-12**

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, also known as the Hatch House, having been read a first and second time, now be given third reading.

Carried Unanimously

**BYLAW 2016-13**  
LEASE AGREEMENT  
(Pioneer Hotel 2)  
THIRD READING

### **2016-09-13**

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, having been read a first and second time, now be given third reading.

Carried Unanimously

**BYLAW 2016-18**  
LEASE AMENDMENT  
(Subway at CGC)  
THIRD READING

### **2016-09-14**

It was duly moved and seconded  
THAT Bylaw 2016-16, a bylaw to amend the Zoning Bylaw to allow an apiary at the DUGS Community Garden in the downtown area, be given second reading.

Carried Unanimously

**BYLAW 2016-16**  
ZONING AMENDMENT  
(DUGS Garden Apiary)  
SECOND READING

**2016-09-15**

It was duly moved and seconded  
THAT Bylaw 2016-16, a bylaw to amend the Zoning Bylaw to allow an apiary at the DUGS Community Garden in the downtown area, having been read a first and second time, now be given third reading.  
Carried Unanimously

**BYLAW 2016-16**  
ZONING AMENDMENT  
(DUGS Garden Apiary)  
THIRD READING

**2016-09-16**

It was duly moved and seconded  
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 proposed Municipal Operations Building, be given first reading.  
Carried Unanimously

**BYLAW 2016-14**  
LEASE & PURCHASE  
AGREEMENT  
(Operations Building Site)  
FIRST READING

**2016-09-17**

It was duly moved and seconded  
THAT Bylaw 2016-14 be given second reading.  
Carried Unanimously

SECOND READING

**2016-09-18**

It was duly moved and seconded  
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 given first reading.  
Carried Unanimously

**BYLAW 2016-20**  
AMEND BUILDING &  
PLUMBING BYLAW  
FIRST READING

**2016-09-19**

It was duly moved and seconded  
THAT Bylaw 2016-20 be given second reading.

SECOND READING

A council member suggested that the proposed bylaw will allow the manufacturers of mobile homes to establish the energy rating for their product without any oversight.

Discussion

Council members discussed the need for third party evaluation and certification, and the consensus was that additional information is required before proceeding with the bylaw.

**2016-09-20**

It was duly moved and seconded  
THAT Bylaw 2016-20 be referred back to Standing Committee for  
further discussion and review.

Motion to Refer Back to  
Standing Committee

Carried Unanimously

There being no further business, the meeting adjourned at 6:35 p.m.

**ADJOURNMENT**

\_\_\_\_\_  
Mayor

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

ADOPTED by resolution at Meeting #2016-

## MEMORANDUM

TO: Mayor & Council FILE #: PB-02-2016  
FROM: Administration  
DATE: May 24, 2016  
SUBJECT: Public Input Session at Regular Council Meeting – May 24, 2016

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Please be advised there will be a Public Input Session at the Regular Council Meeting of May 24, 2016 to hear from interested parties related to the following Conditional Use application:

**Application for Conditional Use approval to allow for a Home-based Business, Major, (woodshop) at 3 Maple Street in Porter Creek.**

Property owner David (James) Hanna has applied to the City for Conditional Use approval to allow for a Home-based Business, Major, at 3 Maple Street in the Porter Creek neighbourhood. Approval would allow for Mr. Hanna to operate his business, Flitch & Burl Custom Woodworks, from the garage located at the rear of his property. The company specializes in the construction of custom wood products, such as bed frames, desks, shelves, planter boxes, and other items.

The site of the proposed woodshop is located within the RS–Residential Single Detached zone. Home-based Business, Major, is listed as a Conditional Use in this zone subject to approval by City Council following a Public Input Session. Council may specify conditions to include in the Development Permit issued for a Conditional Use in order to mitigate concerns raised during the application process.

In conformance with section 4.8 of Zoning Bylaw 2012-20, a Public Input Session has been scheduled for the Regular Council Meeting on May 24, 2016. A total of 60 letters were sent to property owners within a 100 m radius of the site. Kwanlin Dün First Nation, Ta'an Kwäch'än Council, Yukon Government Lands Management Branch, and the Porter Creek Community Association were also notified by mail. A notice of the proposed development was placed in local newspapers for May 6 and 13, 2016.

Erica Beasley  
Planner, Planning & Building Services

cc. City Manager  
Director, Development Services  
Manager, Planning and Building Services



## Minutes of the meeting of the Community Services Committee

<b>Date</b>	May 16, 2016
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Samson Hartland – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Robert Fendrick Councillor Betty Irwin Councillor Roslyn Woodcock
<b>Staff Present</b>	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Albisser, Acting Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Douglas Hnatiuk, Manager of Parks and Community Development

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

**1. Falon Dafa – Falun Gong – For Information Only**

Erik Simanis addressed the Committee to provide information on the Falun Gong movement and Falun Dafa Day. He suggested that by failing to proclaim Falun Dafa Day Council is siding with the Chinese Government in the repression of Falun Gong practitioners. He asked Council to proclaim a day in May to be Falun Dafa Day in Whitehorse, and to add May 13<sup>th</sup> as World Falun Dafa Day in future years.

**2. Recreation Grant – For Information Only**

Janna Powell, Executive Director of the Yukon Transportation Museum, thanked Council for the recreation grant received last week under the Arts/Cultural Facilities category. Ms. Powell also provided information on current and upcoming exhibits at the Yukon Transportation Museum and encouraged residents to visit the museum.

### **3. Trail Plan Implementation – Crestview Area**

Work on trail plan implementation in the Crestview area has been underway for two years in consultation with the community association and various stakeholder groups. A neighbourhood task force worked with Parks and Community Development to prepare recommendations for both non-motorized and motorized multiple use trail designations for the Crestview Trails. The Whitehorse Trail and Greenways Advisory Committee also had opportunities to provide input, and moved to advance the Crestview area trail plan implementation strategy to council for consideration.

A Committee member noted the complexity of the Trail Plan and the difficulties involved in communicating changes to the public, and encouraged administration to ensure that the most current information is available on the City's website.

#### **Recommendation**

THAT the recommended trail plan designations for the Crestview area dated May 2016 be adopted as changes to the 2007 Trail Plan.

### **4. Festival and Special Event Grant Policy**

The Festival and Special Event Grant Policy has been in place since 2008. The current policy was amended in 2014 to add a signature event category. This year a review was conducted to ensure that the policy is consistent with both the Recreation Grant Policy and the City's overall Grant Making Policy. A number of inconsistencies were identified, and the review committee has recommended revisions to address those inconsistencies as well as a transition to a once-per-year intake for all applications.

Most of the changes proposed to the existing policy relate to housekeeping items that ensure consistent language and operational direction is given with respect to grant fund management between the various policies. Administration also identified an efficiency benefit from transitioning from two intakes per year to one intake per year. The benefit is a reduction in the amount of time required to process the grant applications as well as in the advertising and promotions related to providing public notice of the granting schedules. End-user accessibility is expected to improve.

#### **Recommendation**

THAT the Festival and Special Event Grant Policy dated May 2016 be adopted as presented.

### **5. Committee Appointments – Recreation Grant Task Force**

The Recreation Grant Task Force has been in place since 1998. It consists of eight Whitehorse residents that have an interest in recreational activities and development within the community. The members of the task force are all volunteers, and their role is to review recreation grant applications and provide recommendations for grant funding in accordance with established policies.



There are three vacancies on the task force at this time. The City advertised for new members and received two applications from qualified citizens. One current member of the task force has offered to serve an additional term. All citizen appointments are required to be approved by council.

Committee members expressed their appreciation for the hard work and dedication of the members of the task force, and in particular thanked the outgoing members for their long service on the task force.

**Recommendation**

THAT Jan Koepke be re-appointed to the Recreation Grant Task Force for a five-year term to expire on April 30, 2021; and

THAT Caili Steele and Marilyn (Myke) McPhee be appointed to the Recreation Grant Task Force for a five-year term to expire on April 30, 2021.



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

<b>Date</b>	May 16, 2016
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Jocelyn Curteanu – Chair Councillor Robert Fendrick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Samson Hartland Councillor Betty Irwin Councillor Roslyn Woodcock
<b>Staff Present</b>	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Albisser, Acting Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

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

**1. Humane Transport Award – For Information Only**

A Committee member advised that Air North and the Yukon Humane Society have jointly been granted a Humane Transport Award from the British Columbia Society for the Prevention of Cruelty to Animals. The award was given in recognition of a program that sends adoptable dogs and puppies to Kelowna and brings adoptable cats and kittens to Whitehorse – with transport between the two cities facilitated by Air North.



## Minutes of the meeting of the Development Services Committee

<b>Date</b>	May 16, 2016
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Betty Irwin – Chair Councillor Dan Boyd – Vice-Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland Councillor Roslyn Woodcock
<b>Staff Present</b>	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Albisser, Acting Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

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

**1. New Recycling Regulations – For Information Only**

A Committee member applauded the new regulations announced by the Government of Yukon with respect to tires, electrical products, and electronics. It was noted that when the new regulation come into effect surcharges will apply at the point of purchase, but then citizens will be able to dispose of the products safely and responsibly without paying additional fees. It was also noted that the beverage container regulations will be expanded to include milk jugs.



## Minutes of the meeting of the Corporate Services Committee

<b>Date</b>	May 16, 2016
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Dan Boyd – Chair Councillor Roslyn Woodcock – Vice-Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland Councillor Betty Irwin
<b>Staff Present</b>	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Albisser, Acting Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O'Farrell, Manager of Legislative Services

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

**1. Fort McMurray Fire Relief – For Information Only**

On May 1<sup>st</sup> a wildfire began southwest of Fort McMurray, and two days later it swept through the community, destroying more than 2,400 homes and buildings, and forcing the largest wildfire evacuation in Alberta's history. The fires have devastated almost a quarter million hectares, and preliminary damage estimates are in the billions of dollars.

At the regular Council meeting on May 9<sup>th</sup> Council directed administration to explore options for funding a contribution to the relief and rebuilding efforts in Fort McMurray following the catastrophic damage done by wildfires. Administration determined that a contribution to the Red Cross Fire Relief Fund for Fort McMurray would give the best value, since the Federal government has pledged to match donations.

An on-line contribution of \$5,000.00 from Council's Donations Account was made on May 12<sup>th</sup> on behalf of Council and the citizens of Whitehorse.

**2. Association of Yukon Communities News – For Information Only**

A Committee member noted that the Annual General Meeting of the Association of Yukon Communities took place over the past weekend. Issues of concern to all Yukon communities were discussed, and a new executive was elected. Councillor Irwin was thanked for two terms of service as a member of the executive.



## Minutes of the meeting of the City Planning Committee

**Date** May 16, 2016

**Location** Council Chambers, City Hall

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

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

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

**1. Lease Agreement – Sport Yukon**

The City has been leasing office space in the Sport Yukon building since 1995. Ownership of the building will be transferred to Sport Yukon on June 1<sup>st</sup>, and a new lease agreement is required to ensure the continued use of the space by the Parks and Community Development Department. The proposed lease term is for five years at a lease rate of \$25.00 per square foot. The lease includes an option for an additional five-year term at a fair market value rent, as well as provisions for vehicle parking and for termination of the lease with written notice.

**Recommendation**

THAT Bylaw 2016-19, a bylaw to authorize an agreement with Sport Yukon for the lease of office space in the Sport Yukon Building on 4<sup>th</sup> Avenue, be brought forward for due consideration under the bylaw process.

**2. Subdivision Approval – Phase 3 Whistle Bend**

The City of Whitehorse is working with the Government of Yukon on the development of the Whistle Bend Subdivision. A zoning amendment last month established the zoning designations for Phase 3 of the Whistle Bend project. The Yukon Government has now applied for subdivision approval for the individual lot design within Phase 3.

The proposed subdivision comprises a number of zones and includes 35 neighbourhood commercial lots, 2 parking garage lots, 2 public service lots, 2 park lots, 55 single family and duplex lots, 20 row housing lots, and 13 multi-family lots. All of the proposed lots conform to the applicable regulations of the Zoning Bylaw.

The Committee asked for additional information with respect to the development agreement and the City's roles and responsibilities regarding the construction of infrastructure. Additional information was also requested regarding the number of lots currently available, the length of time required to make new lots available, and the projected time frame for complete build-out of Whistle Bend.

**Recommendation**

THAT the subdivision of approximately 24.8 hectares of vacant Yukon Land for the creation of 129 new lots, greenbelts, lanes and roads in Phase 3 of the Whistle Bend Subdivision be approved as shown on the proposed subdivision sketch, subject to the condition that the Yukon Government enter into a development agreement with the City of Whitehorse for the construction of underground utilities, roads and lanes to service the proposed subdivision area and other areas of the Whistle Bend Subdivision.

**3. Notice of Conditional Use Application – For Information Only**

The owner of the property located at 3 Maple Street in Porter Creek has applied for conditional use approval to allow for the development of a workshop for custom wood products in the garage located at the rear of the property.

The proposed use is classified as a major home-based business, and is an allowable conditional use under the current zoning, subject to approval by City Council, including any conditions required for Development Permit approval to mitigate concerns that may be raised. The use does not conflict with any policies related to the Official Community Plan designation of the neighbourhood.

A public input session is scheduled for the regular council meeting on May 24<sup>th</sup> so that Council may hear and consider all submissions with respect to the proposed use.

**4. EnerGuide Rating Process for New Mobile Homes**

A concern was raised at the regular council meeting on May 9<sup>th</sup> that a proposed amendment to the Building and Plumbing Bylaw would allow the manufacturers of mobile homes to establish the energy rating for their product without any oversight.

The proposed amendment will allow mobile homes in mobile home parks to have thermal insulation values that meet or exceed an EnerGuide rating of 78 or an equivalent value as approved by a City Building Inspector. An EnerGuide rating can only be conducted by a certified Energy Advisor who is certified on behalf of Natural Resources Canada by a licensed, local service organization.

An Energy Advisor provides a component of quality assurance once work is completed on homes qualified to be labelled under the EnerGuide rating system. To ensure mobile homes produced in factories match the specifications used in the default modelling process, an Energy Advisor also completes an on-site inspection once the home arrives at the new site.

**Recommendation**

THAT Bylaw 2016-20, a bylaw to amend the Building and Plumbing Bylaw with respect to thermal insulation values for mobile homes in mobile home parks, be brought forward for second and third reading under the bylaw process.





## Minutes of the meeting of the City Operations Committee

<b>Date</b>	May 16, 2016
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Roslyn Woodcock – Chair Councillor Betty Irwin – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland
<b>Staff Present</b>	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Albisser, Acting Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Shannon Clohosey, Manager of Environmental Sustainability Taylor Eshpeter, Acting Manager of Engineering Services Gabriel Lefebvre, Acting Manager of Water and Waste Services

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

### **1. Contract Award – Operations Building Consulting Services**

The building consolidation project aims to reduce service inefficiencies due to the operation of many City buildings located throughout the City. The goal is to reduce maintenance costs and the City’s carbon footprint by moving Operations staff and equipment to a central building constructed to achieve a high energy reduction rating.

In response to a request for proposals issued for the design of the building and supervision of its construction, eight proposals were received. Three proposals did not meet the minimum technical threshold required. The lowest qualified bidder had the highest overall score for both the technical and local content categories and was rated as exceeding other proposals.

A Committee member raised a concern with respect to the lack of certainty regarding financing for this project, and suggested that the financial considerations should be addressed before a design contract is awarded.

Administration provided information on the proposed financing for the project and advised that details on expenditures from reserve funds will be brought forward shortly.

**Recommendation**

THAT the contract for consulting services for building design and construction supervision for the Operations Building Project be awarded to Rounthwaite Dick and Hadley Architects for a net cost to the City of \$2,151,728.00.

**2. Contract Award – Marwell Lift Station Improvement Project**

The 2016 capital budget includes funds for the Marwell Lift Station Improvement Project. The lift station is the main sewage pumping station for the majority of the City, and is now over 35 years old. Upgrades have been identified as necessary to ensure the continued operation of this important facility.

A request for proposals was issued for detailed design and construction supervision services for the required upgrades. Four proposals were received, but one did not meet the minimum technical threshold required. The lowest qualified bidder had the highest overall score for both the technical and local content categories, and the bid is within budget.

**Recommendation**

THAT the contract for consulting services for design and construction supervision for the Marwell Lift Station Improvement Project be awarded to Stantec for a net cost to the City of \$82,495.00.

**3. Contract Award – Waste Management Facility Water Sampling Program**

The City is mandated to sample the groundwater and surrounding surface water at the Waste Management Facility. Five proposals were received in response to a tender issued, but one was rejected as it was received after the closing deadline.

The tender submitted by the lowest qualified bidder meets all tender requirements and is within budget. The review committee unanimously agreed that the low bidder has the knowledge and experience to complete the contract successfully.

**Recommendation**

THAT the contract for the Waste Management Facility Water Sampling Program be awarded to Golder Associates Ltd. for \$36,397.40 per year for a term of three years, for a total contract value of \$109,192.20.

**4. McIntyre Creek Pump House Groundwater Assessment and Remediation**

Hydrocarbon contamination has been found in the vicinity of the McIntyre Creek Pump House. The property is located approximately 25 metres from the McIntyre Creek main channel. A work plan has been developed that recommends a thorough assessment of the property to determine the extent of the contamination and the groundwater direction and flow rate. The data obtained will assist in developing options for a suitable course of action.

The total cost of this project will include consulting fees, drilling, monitoring well installations and monuments, contaminated water disposal and city staff costs, and has been estimated at \$29,000.00. Once this work is completed, administration will be able to determine the most economical treatment option, which would then be brought forward for council's consideration.

Administration confirmed that measures are in place to prevent further contamination, and that options are being explored with respect to funding the costs of remediation.

**Recommendation**

THAT the 2016 – 2019 Capital Expenditure Program be amended to add the McIntyre Creek Pump House Assessment and Remediation Project in the initial amount of \$29,000.00. Project funding will be allocated from the Water and Sewer Reserve if an alternate funding source cannot be confirmed.

There being no further business, the meeting adjourned at 7:40 p.m.

# CITY OF WHITEHORSE

## BYLAW 2016-14

A bylaw to authorize a lease and purchase agreement

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WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for municipal purposes respecting the municipality's 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:** May 9, 2016

**THIRD READING and ADOPTION:**

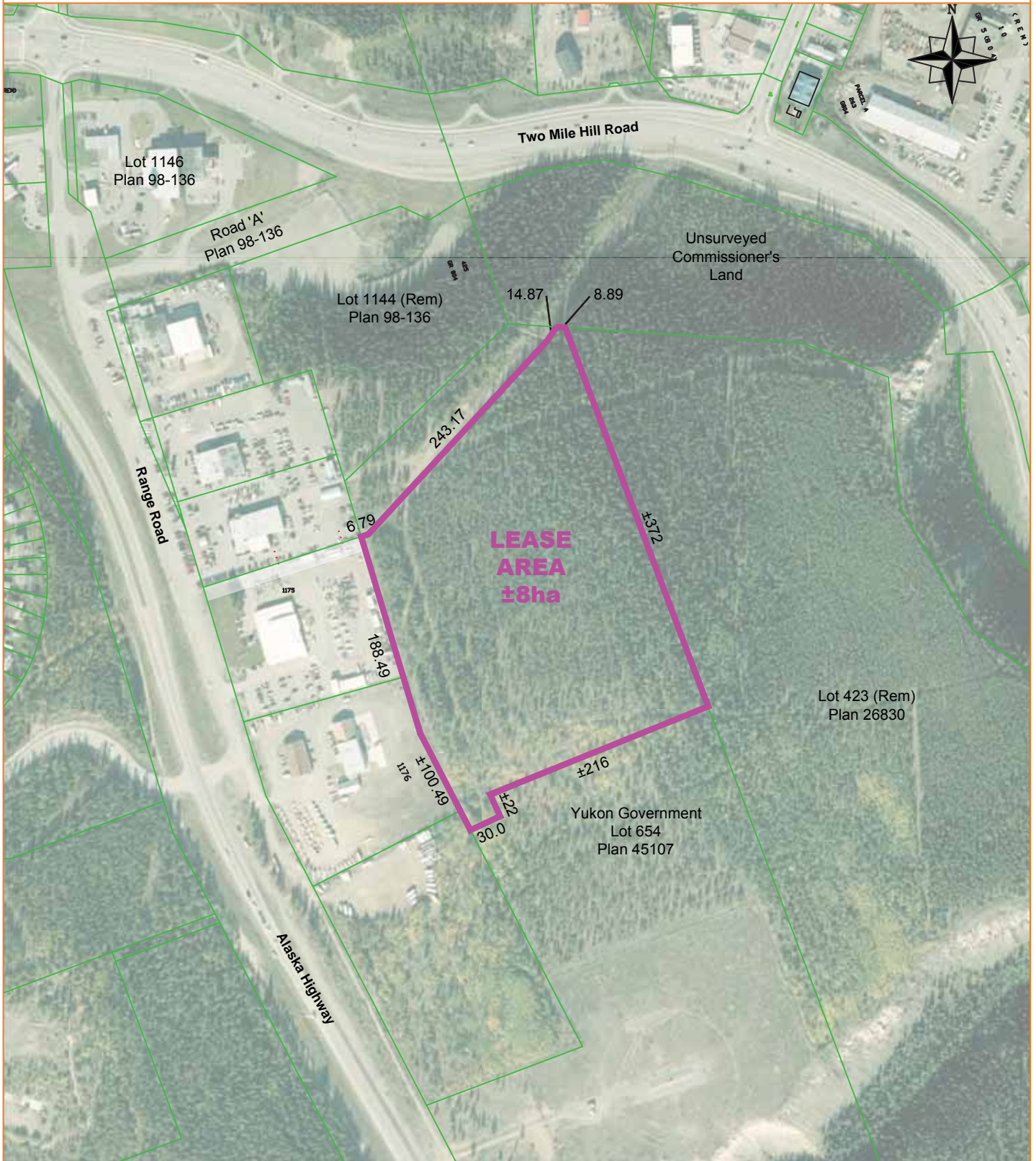
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Mayor

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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 READING:**                    May 9, 2016

**SECOND READING:**

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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

# CITY OF WHITEHORSE

## BYLAW 2016-19

A bylaw to authorize a lease agreement

---

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

WHEREAS it is deemed desirable that the City enter into an agreement with Sport Yukon for the lease of office space in a portion of the Sport Yukon Building located at 4061 Fourth Avenue; for a five year period from January 1, 2016 to and including December 31, 2020, with an option for an additional five-year renewal;

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 five-year agreement with Sport Yukon for the lease of that portion of Unit 1, Whitehorse Condominium Plan No. 27, Whitehorse, Yukon, comprising approximately 195 square metres, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the lease agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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




CITY OF WHITEHORSE  
BYLAW 2016-19  
APPENDIX 'A'



Lease agreement between The City of Whitehorse and Sport Yukon for a Portion of Unit 1, Whitehorse Condominium Corporation No. 27, Whitehorse, Yukon.

**LEGEND**

 SUBJECT AREA

**THIS LEASE AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 in triplicate, to be effective as of and from the 1<sup>st</sup> day of January, 2016.

BETWEEN:

**Sport Yukon, a society duly incorporated pursuant to the provisions of the *Societies Act***  
(the "Landlord").

AND:

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

WHEREAS the Landlord is, or is entitled to be, the registered owner of Unit 1, Whitehorse Condominium Plan No. 27 and an undivided 79% interest in the Common Element therein located at 4061 – 4<sup>th</sup> Avenue, Whitehorse, Yukon Territory (the "Property"); and

WHEREAS the Tenant desires to lease from the Landlord a portion of the Property as described in paragraph 1.1 herein in accordance with the terms and conditions contained in this Lease.

In consideration of the rents, covenants and agreements hereinafter contained, the Landlord and the Tenant hereby covenant and agree as follows:

## **1. Demise**

### ***1.1 Lease***

The Landlord hereby demises and leases to the Tenant and the Tenant does hereby lease and take from the Landlord, for the term, rent and upon the terms and conditions set forth in this Lease, that portion of the building located on the Property described as: follows:

- (a) That portion of Unit 1, Whitehorse Condominium Plan No. 27 comprising approximately 195 square metres (2,100 square feet) shown outlined in bold red line on the sketch attached hereto as Schedule "A"  
(the "Leased Premises").

### ***1.2 Term***

This Lease and the tenancy hereby created shall commence as of the 1st day of January, 2016, and continue until and including the 31st day of December, 2020 (the "Term").

### ***1.3 Access***

The Landlord shall provide reasonable access to the Leased Premises twenty four (24) hours per day, and provide an exclusive area for the use by the Tenant within the Common Element of the Property sufficient to park six (6) vehicles and including a minimum of four (4) electrified vehicle plugins.

### **1.4 Rent**

The Tenant shall pay the Landlord rent calculated based on \$25.00 per square foot (the "Rent") for the Term, by equal consecutive annual instalments of Fifty-Two Thousand and Five Hundred (\$52,500.00) Dollars, in advance prior to the first day of January in each year, commencing the 1st day of January, 2016 (GST is included in the Rent).

## **2. Covenants of Tenant**

### **2.1 Promises of Tenant**

The Tenant covenants and agrees with the Landlord as follows:

- a) **Rent** - To pay the rent hereby reserved at the times and in the manner herein set out without any deduction whatsoever payable to the Tenant or its employee.
- b) **Additional Costs** – To pay separately for any additional costs required for the Tenant's operation of the Leased Premises including security monitoring and alarms, telephone, cable, satellite, internet, replacement light bulbs and fluorescent tubes.
- c) **Use of Leased Premises** - To use the Leased Premises for office uses. The Tenant covenants not to carry any stock of goods, or have anything upon the Leased Premises, or do or omit or permit to be done or omitted upon the Leased Premises, anything which shall in any way impair, invalidate, render void or voidable or conflict with the requirements of any policy of insurance on the Leased Premises, including any regulations of fire insurance underwriters applicable to such policy, or which shall cause the premium of the policy of insurance to be increased.
- d) **Alterations** - To refrain from making any alterations, installations, improvements or additions to the Leased Premises without the prior written consent of the Landlord.
- e) **Good Repair** - To keep the Leased Premises in a good and sanitary state of repair, reasonable wear and tear and damage by fire, lightning and tempest only, excepted. The Tenant will not allow refuse or loose or objectionable material to accumulate in any part or portion thereof.
- f) **Notice of Defects** - To give the Landlord prompt notice, in writing, of any accident to or any defect in the plumbing fixtures or water pipes, gas pipes, heating apparatus, telephone/telecommunication lines, electrical lights and wires. The Tenant shall deliver and yield up to the Landlord at the end of the term hereof the Leased Premises, and all fixtures, fittings and all other items leased hereby, in as good a condition and state of repair and decoration as they are now in, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- g) **Maintenance** - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Leased Premises for or in connection with the supply of any service or utility to any part of the Leased Premises.



- h) Inspection - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Leased Premises at all reasonable times.
- i) Landlord Entry - To permit the Landlord or the Landlord's agent to enter the Leased Premises as follows:
  - i. In case of emergency; or
  - ii. In the case the Tenant has abandoned the Leased Premises; or
  - iii. At reasonable times after giving twenty hour (24) hours' notice to the Tenant during the last 30 days of the Term or any renewal thereof, to show the Property to prospective tenants.
- j) Vacant Possession - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and in the event that ownership of the Premises reverts to the Landlord pursuant to Section 2.1(ii) herein, the Tenant shall deliver all keys, operational manuals and logs and such documents as are reasonably requested which relate to the Leased Premises.
- k) Assignment - Not to assign, sublet or part with possession of the Leased Premises or any part thereof without first obtaining the written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld.
- l) Insurance - To acquire and keep in force during the Term, public liability insurance providing a minimum of two million (\$2,000,000) dollars coverage and provide the Landlord with a Certificate of Insurance upon request. The Tenant shall be responsible for any insurance for the Tenant's contents within the Leased Premises.
- m) Rules and Bylaws - To abide by and comply with all lawful bylaws, condominium bylaws, rules and regulations of every municipal or other authority which relate to or affect the Leased Premises and to indemnify and save harmless the Landlord for all costs, charges or damages to which the Landlord may be put or suffer by reason of any breach thereof.
- n) Landlord's Costs - To pay all costs incurred by the Landlord including all solicitor/client costs incurred by the Landlord in taking measures to remedy any default or alleged default of the Tenant hereunder.
- o) Indemnity - To indemnify and save harmless the Landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord shall and may become liable or suffer by reason of the breach for non-performance by the Tenant of any covenant of this Agreement by reason of any act or default by the Tenant or any of the Tenant's guests.
- p) Builder's Liens - The Tenant covenants to promptly pay all charges incurred by the Tenant for any work, labour, services or materials that may be done, supplied or performed in respect of the Property and shall not cause, suffer or permit any builder's lien whatsoever to be registered or attached to the Leased Premises and if any such lien should be so registered or attached the Tenant shall pay off and discharge the same forthwith and, if the Tenant shall fail or neglect to do so with ten (10) days after written notice thereof from the Landlord, the

Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing installment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment.

- q) Mortgage against Property - The Tenant covenants that this Lease is subject to and subordinate to all mortgages or encumbrances 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 or encumbrance given by the Landlord against the Land.

### **3. Covenants of Landlord**

#### ***3.1 Promises of Landlord***

The Landlord covenants and agrees with the Tenant as follows:

- a) To permit the Tenant to peacefully possess and enjoy the Leased Premises until the termination of the tenancy, without any interruption or disturbance by the Landlord or any person or persons lawfully claiming by, from or under him, except as specifically set out herein, provided that the Tenant has paid the rent hereby reserved and all other monies payable under this Lease, and observed and performed all covenants on the part of the Tenant herein contained and on his part to be observed and performed.
- b) Utilities and Charges – To provide and pay for all costs associated with HVAC systems, snow clearing, waste collection, cleaning and janitorial, electricity, hot water, building water charges, sewer charges, property taxes and building fire insurance.

### **4. Option to Renew**

#### ***4.1 Grant of Option***

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 180 days prior to the expiration of the term thereof, grant to the Tenant a renewal of this Lease for a further term of five (5) years at fair market value rent to be agreed upon by the Landlord and the Tenant on or before 90 days prior to the expiration of the Term.

#### ***4.2 Terms of Renewal Lease***

The renewal lease shall contain the same terms, provisos, covenants, and agreements herein except the rental rate contained in section 1.4 herein and except that there shall be no further right of renewal.

### **5. General Provisions**

#### ***5.1 Termination***

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing twelve (12) months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

### **5.2 Dispute Resolution**

Any dispute between the parties pertaining to repair and maintenance shall be referred to a single arbitrator whose decision shall be final. The procedure and all costs and expenses for such arbitration shall be determined by the arbitrator. The provisions of the *Yukon Arbitration Act*, as amended from time to time, shall apply to such arbitration, including the selection of the arbitrator should the parties fail to agree.

### **5.3 Overholding**

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

### **5.4 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.

### **5.5 Notices**

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

If to the Landlord:

**Sport Yukon**

4061 - 4th Avenue

Whitehorse, YT Y1A 1H1

Attention: Executive Director

Fax No. (867) 667-4237

Email Address: news@sportyukon.com

If to the Tenant:

**The City of Whitehorse**

2121 Second Avenue

Whitehorse, Yukon Territory, Y1A 1C2

Attention: Manager, Planning & Building Services

Fax No. (867) 668-8395

Email Address: land@whitehorse.ca

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



### ***5.6 Representations***

No representations as to the condition of the Leased Premises have been made to the Tenant by the Landlord except those representations herein contained, and no promises have been made by the Landlord to decorate, alter or improve the Leased Premises or to replace any or all of the appliances located thereon.

### ***5.7 Gender and Number***

Whenever the singular number or masculine gender is used in this Lease the same shall be construed as including the plural and feminine and neuter respectively for the fact or context so requires; and in any case where any particular party to this Lease is comprised of more than one person, all covenants and agreements herein contained shall be construed and taken as against such party as joint and several.

### ***5.8 Enurement***

This Agreement shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.

### ***5.9 Joint and Several Covenants***

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

### ***5.10 Binding Agreement***

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

### ***5.11 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.

### ***5.12 Time of Essence***

Time shall in all respects be of the essence hereof.

### ***5.13 Changes to Agreement***

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

**5.14 Acceptance by Tenant**

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

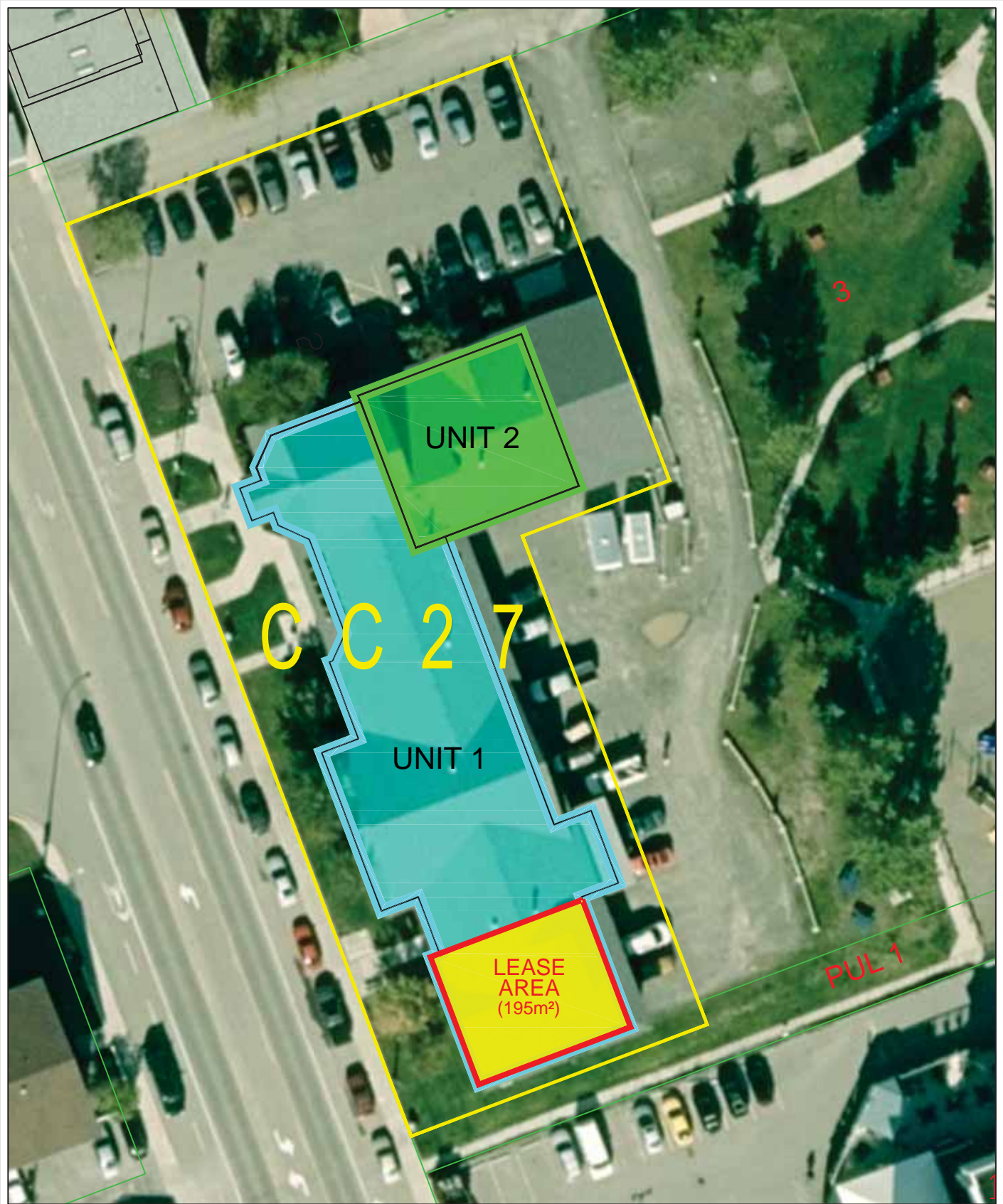
IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first above written in the City of Whitehorse, in the Yukon Territory.

\_\_\_\_\_  
 Witness )  
  
 \_\_\_\_\_ )  
 (Print Name of Witness) )  
  
 \_\_\_\_\_ )  
 Witness )  
  
 \_\_\_\_\_ )  
 (Print Name of Witness) )

) **Sport Yukon**  
 ) by its authorized signatories:  
 )  
 )  
 ) \_\_\_\_\_ )  
 ) **George Arcand, President**  
 )  
 )  
 )  
 ) \_\_\_\_\_ )  
 ) **Paul Butra, 1st Vice President**  
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c/s )  
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) THE CORPORATE SEAL OF  
 ) **The City of Whitehorse**  
 ) was hereunto affixed  
 ) in the presence of:  
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 ) \_\_\_\_\_ )  
 ) **Dan Curtis, Mayor**  
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 ) \_\_\_\_\_ )  
 ) **Norma Felker, Assistant City Clerk**  
 )



SCALE: 1:2,000	DWN. BY: MLB
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CITY OF WHITEHORSE - PLANNING & BUILDING SERVICES

LEASE AREA - LOCATION SKETCH - SCHEDULE 'A'  
 Lease agreement between The City of Whitehorse & Sport Yukon  
 for a Portion of Unit 1, Whitehorse Condominium Plan No. 27



**AFFIDAVIT OF WITNESS**

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

- 1) I was personally present and did see **George Arcand** and **Paul Butra**, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **Sport Yukon** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

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

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

\_\_\_\_\_) )  
Witness Signature )  
\_\_\_\_\_) )  
(Print Name of Witness)

**CORPORATE SIGNING AUTHORITY  
AFFIDAVIT**

CANADA ) I, **George Arcand** and **Paul Butra**,  
 ) of the City of Whitehorse,  
 YUKON TERRITORY ) in the Yukon Territory,  
 )  
 TO WIT: ) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

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

Severally Sworn before me at the )  
 City of Whitehorse, in the )  
 Yukon Territory, this \_\_\_\_\_ day )  
 of \_\_\_\_\_, 2016. )

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

\_\_\_\_\_  
 George Arcand, President

\_\_\_\_\_  
 Print Name of Notary Public )

\_\_\_\_\_  
 Paul Butra, 1st Vice President

**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 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 )