

CITY OF WHITEHORSE
REGULAR Council Meeting #2016-13

DATE: Monday, July 11, 2016

TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Betty Irwin
Reserve Deputy Mayor Roslyn Woodcock

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATIONS:

MINUTES: Regular Council Meeting #2016-12 dated June 27, 2016

DELEGATIONS:

PUBLIC HEARING:

COMMITTEE **Community Services Committee** – *Councillors Hartland & Curteanu*
REPORTS: Amend Parks Maintenance Budget

Public Health & Safety Committee – *Councillors Curteanu & Fendrick*
Persons with Disabilities Advisory Committee

Development Services Committee – *Councillors Irwin & Boyd*
Servicing Standards Policy

Corporate Services Committee – *Councillors Boyd & Woodcock*

City Planning Committee – *Councillors Fendrick & Hartland*
Development Incentive Application – 35 Tarahne Way
Land Exchange, Sub-Lease and Easement – Operations Building

City Operations Committee – *Councillors Woodcock & Irwin*
Contract Award – Curb-side Recycling Services
Contract Award – Porter Creek Connector Path Phase 2

NEW & UNFINISHED

BUSINESS:

BYLAWS: 2016-24 Amend Fees and Charges Bylaw (2nd Quarter Changes) 3rd Reading
2016-32 Land Agreements (Operations Building Access) 1st & 2nd Reading

ADJOURNMENT:

MINUTES of **REGULAR** Meeting #2016-12 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, June 27, 2016, in Council Chambers, City Hall.

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

ALSO PRESENT: City Manager Christine Smith
Director of Community Services Linda Rapp
Acting Director of Development Services Shannon Clohosey
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

2016-12-01

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

AGENDA

Carried Unanimously

2016-12-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated June 13, 2016
be adopted as presented.

MINUTES

June 13, 2016

Carried Unanimously

DELEGATIONS

Keith Lay addressed Council on behalf of Active Trails Whitehorse Association to reiterate his concerns regarding the proposed revisions to the Trail Maintenance Policy. He encouraged Council to reject the proposed changes, direct administration to review the trail application process, and ensure that the public is aware of the penalties for building rogue trails. He also asked that all reported rogue trails be closed and that the impacted areas be restored to the extent possible.

KEITH LAY
Trail Maintenance Policy

COMMITTEE REPORTS

Community Services Committee

2016-12-03

It was duly moved and seconded
THAT the revised Trail Maintenance Policy dated June 2016 be
adopted as presented.

ADOPT TRAIL
MAINTENANCE POLICY

2016-12-04

It was duly moved and seconded
THAT the Trail Maintenance Policy be referred back to administration
for further review and clarification; and

Motion to Refer

THAT the revised policy be reviewed by the Whitehorse Trail and
Greenways Advisory Committee before it comes back to Council

Carried Unanimously

Public Health and Safety Committee

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

No Report

Development Services Committee

There was no report from the Development Services Committee.

No Report

Corporate Services Committee

2016-12-05

It was duly moved and seconded
THAT the audited City of Whitehorse 2015 Financial Statements be
approved as presented, and

2015 FINANCIAL
STATEMENTS

THAT the Water and Sewer Fund deficit of \$229,646 be funded
from the Water and Sewer Reserve.

Carried Unanimously

2016-12-06

It was duly moved and seconded
THAT Bylaw 2016-24, a bylaw to amend the Fees and Charges Bylaw
with respect to second quarter changes, be brought forward for due
consideration under the bylaw process.

BRING FORWARD
FEES AND CHARGES
AMENDMENT
(2nd Quarter Changes)

Carried Unanimously

City Planning Committee

2016-12-07

It was duly moved and seconded
THAT Bylaw 2016-30, a bylaw to amend the Official Community Plan to change the land use designation of the property located at 19 Cousins Airfield Road, be brought forward for due consideration under the bylaw process.

BRING FORWARD
O.C.P. AMENDMENT
(19 Cousins Airfield Road)

Carried Unanimously

2016-12-08

It was duly moved and seconded
THAT Bylaw 2016-25, a bylaw to amend the zoning for Phase 4 and future phases of Whistle Bend, be brought forward for due consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT
(Whistle Bend Phase 4
and Future Phases)

Carried Unanimously

City Operations Committee

2016-12-09

It was duly moved and seconded
THAT a sole source contract be approved for the mid-life rebuild of Transit Bus 33; and
THAT the contract for the mid-life rebuild of Transit Bus 33 be awarded to Prevost Richmond for a cost to the City not to exceed \$96,229.62.

APPROVE SOLE-
SOURCE CONTRACT
FOR BUS REBUILD

Carried Unanimously

2016-12-10

It was duly moved and seconded
THAT the construction contract for the 2016 Rural Roads Surfacing Project be awarded to Castle Rock Enterprises for a net cost to the City of \$213,207.55.

CONTRACT AWARD
RURAL ROADS
SURFACING PROJECT

Carried Unanimously

2016-12-11

It was duly moved and seconded
THAT the contract for the supply of 14,000 tonnes of 10mm Crushed Sand be awarded to Skookum Asphalt Ltd. in the amount of \$140,500.00; and

CONTRACT AWARD
SUPPLY OF ROAD SAND

.../continued

2016-12-11 (Continued)

THAT the contract for the supply of 500 tonnes of Road Salt be awarded to Canadian Lynden Transport Co. in the amount of \$182,440.00.

CONTRACT AWARD
SUPPLY OF ROAD SALT

Carried Unanimously

2016-12-12

It was duly moved and seconded
THAT the 2016 operating budget be amended by increasing the operating revenue for Water and Waste in the amount of \$5,000.00 and by increasing the operating expenses for Water and Waste in the amount of \$5,000.00, funded by a contribution from the Government of Yukon.

AMEND WATER AND
WASTE OPERATING
BUDGET (YG Contribution
to Hazardous Waste Days)

Carried Unanimously

BYLAWS

2016-12-13

It was duly moved and seconded
THAT Bylaw 2016-21, a bylaw to amend the Emergency Services Bylaw with respect to rescue services, having been read a first and second time, now be given third reading.

BYLAW 2016-21
AMEND EMERGENCY
SERVICES BYAW
(Rescue Services)
THIRD READING

Carried Unanimously

2016-12-14

It was duly moved and seconded
THAT Bylaw 2016-23, a bylaw to authorize grants for municipal charges and community service for the year 2016, having been read a first and second time, now be given third reading.

BYLAW 2016-23
MUNICIPAL CHARGES
& COMMUNITY SERVICE
GRANTS FOR 2016
THIRD READING

Carried Unanimously

2016-12-15

It was duly moved and seconded
THAT Bylaw 2016-26, a bylaw to amend the Council Remuneration Bylaw to clarify the provisions with respect to the payment of honoraria, having been read a first and second time, now be given third reading.

BYLAW 2016-26
AMEND COUNCIL
REMUNERATION BYLAW
(Payment of Honoraria)
THIRD READING

Carried (5 – 2)

IN FAVOUR: Mayor Curtis, Councillors Curteanu, Fendrick, Irwin and Woodcock
OPPOSED: Councillors Boyd and Hartland

Recorded Vote

2016-12-16

It was duly moved and seconded
THAT Bylaw 2016-27, a bylaw to authorize an agreement with respect
to the operation of the Robert Service Campground, having been read
a first and second time, now be given third reading.

Carried Unanimously

BYLAW 2016-27

OPERATING AGREEMENT
Robert Service Campground

THIRD READING

2016-12-17

It was duly moved and seconded
THAT Bylaw 2016-24, a bylaw to amend the Fees and Charges
Bylaw in accordance with the second quarter review, be given first
reading.

Carried Unanimously

BYLAW 2016-24

FEES AND CHARGES
Second Quarter Changes

FIRST READING

2016-12-18

It was duly moved and seconded
THAT Bylaw 2016-24 be given second reading.

Carried Unanimously

SECOND READING

2016-12-19

It was duly moved and seconded
THAT Bylaw 2016-25, a bylaw to amend the zoning of Phase 4 and
future phases of Whistle Bend, be given first reading.

Carried Unanimously

BYLAW 2016-25

ZONING AMENDMENT
Whistle Bend Future Phases

FIRST READING

2016-12-20

It was duly moved and seconded
THAT Bylaw 2016-30, a bylaw to amend the Official Community Plan
by changing the land use designation for the property located at 19
Cousins Airfield Road, be given first reading.

Carried Unanimously

BYLAW 2016-30

O.C.P. AMENDMENT
19 Cousins Airfield Road

FIRST READING

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

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2016-



Minutes of the meeting of the Community Services Committee

Date	July 4, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Samson Hartland – Chair Deputy Mayor Betty Irwin Councillor Dan Boyd Councillor Robert Fendrick Councillor Roslyn Woodcock
Absent	Mayor Dan Curtis Councillor Jocelyn Curteanu
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Shannon Clohosey, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Marc Boulерice, Acting Manager of Parks and Community Development

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

1. Amend Parks Maintenance Budget

Through the Jan Montgomery Fund, the Yukon Foundation has assisted the City for many years with funding for amenities and features that beautify the City. This year the Foundation has awarded a grant to assist with the costs of commissioning an artist to design and fabricate a bicycle rack to facilitate the need for increased bicycle storage in the downtown area. The bicycle rack will be placed in a prominent location on Main Street and will serve as functional public art. The grant increases the operating budget for Parks Maintenance, and therefore a budget amendment is required.

Recommendation

THAT the 2016 operating budget be amended by increasing the operating revenue for Parks Maintenance in the amount of \$6,106.04 and increasing the operating expenses for Parks Maintenance in the amount of \$6,106.04, funded by a contribution from the Yukon Foundation Jan Montgomery Fund.



Minutes of the meeting of the Public Health and Safety Committee

Date	July 4, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Robert Fendrick – Chair Deputy Mayor Betty Irwin Councillor Dan Boyd Councillor Samson Hartland Councillor Roslyn Woodcock
Absent	Mayor Dan Curtis Councillor Jocelyn Curteanu
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Shannon Clohosey, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

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

1. Persons with Disabilities Advisory Committee

The Persons with Disabilities Advisory Committee meets on a regular basis to discuss areas of concern with regard to accessibility and inclusion issues. The committee makes recommendations to council to promote recognition of the needs of persons with disabilities and to improve facilities and services to meet those needs. The Committee has completed an annual review of their terms of reference and has recommended a number of minor revisions to improve clarity. The Committee is also requesting that Council replace a current committee member for failing to attend meetings as required, and to authorize the recruitment of new members.

Recommendation

THAT the revised Terms of Reference for the Persons with Disabilities Advisory Committee dated June 2016 be adopted as presented; and

THAT Christine Spencer be removed from membership on the Persons with Disabilities Advisory Committee, and that advertising for new members be initiated.



Minutes of the meeting of the Development Services Committee

Date	July 4, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Dan Boyd – Chair Deputy Mayor Betty Irwin Councillor Robert Fendrick Councillor Samson Hartland Councillor Roslyn Woodcock
Absent	Mayor Dan Curtis Councillor Jocelyn Curteanu
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Shannon Clohosey, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Taylor Eshpeter, Assistant City Engineer Edward Duru, Policy Analyst

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

1. Servicing Standards Policy

The City’s Servicing Standards Manual was initially adopted in 1991, and was formally updated in 1995 and again in 2007. The standards contained in the manual are used by developers, contractors, consultants, utility companies, and the City for the design and construction of municipal infrastructure within City boundaries. The manual is a lengthy and technical document that needs to be updated on a regular basis to address technical gaps and changes in federal, territorial and industry standards. To facilitate the process of keeping the manual up to date and ensure that design and construction standards follow the required guidelines, a new Servicing Standards Policy is proposed that separates the manual from the policy. The policy provides a standardized, efficient and transparent process for regular review and updating of the manual.

Recommendation

THAT the Servicing Standards Policy dated June 2016 be adopted as presented; and
THAT the Servicing Standards Policy dated February 2007 be repealed.



Minutes of the meeting of the Corporate Services Committee

Date	July 4, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Dan Boyd – Chair Councillor Roslyn Woodcock – Vice-Chair Deputy Mayor Betty Irwin Councillor Robert Fendrick Councillor Samson Hartland
Absent	Mayor Dan Curtis Councillor Jocelyn Curteanu
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Shannon Clohosey, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

Your Worship, there is no report from the Corporate Services Committee



Minutes of the meeting of the City Planning Committee

Date	July 4, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Robert Fendrick – Chair Councillor Samson Hartland – Vice-Chair Deputy Mayor Betty Irwin Councillor Dan Boyd Councillor Roslyn Woodcock
Absent	Mayor Dan Curtis Councillor Jocelyn Curteanu
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Shannon Clohosey, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Kinden Kosick, Planner 2 Wayne Tuck, City Engineer Nick Marnik, Subdivision and Lands Coordinator

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

1. Development Incentive Application – 35 Tarahne Way

The Development Incentives Policy was adopted to encourage the development of rental housing, mixed-use development, and supportive housing. Under this policy, developments that meet the specified criteria are eligible for a yearly monetary grant from the City, the value of which is based on the increase in the taxation rate due to the improvements on the property. A major development incentive grants a developer a ten-year incentive to a maximum of \$500,000. It is authorized through a development agreement and implemented through a grant to the property owner after taxes have been paid in full.

The owner of the property at 35 Tarahne Way in Whistle Bend has applied for a major development incentive to construct a 42-unit rental housing development constructed as three buildings. The project meets the criteria for a major development incentive, and a development agreement is being brought forward for council approval.

Kristina Kane, Chief of the Ta'an Kwäch'än Council, and Ben Asquith of the Da Daghay Development Corporation, spoke in support of the project and provided details on its history, scope and schedule.

Recommendation

THAT a development agreement with Da Daghay Development Corporation be approved with respect to a major development incentive for rental housing units at 35 Tarahne Way in Whistle Bend.

2. Land Exchange Agreement – Municipal Operations Building

Administration has negotiated with NorthwesTel to provide access and utility services to the new Municipal Operations Building site through NorthwesTel's adjacent parcel. The proposed agreements provide for access to the site in exchange for a portion of the lands leased from YG. The Land Exchange Agreement considers two separate processes to address the City's short and long term tenure to the leased lands. In the first scenario, NorthwesTel grants the City an access and utility easement to cross their lot in return for the City granting NorthwesTel a sublease at a nominal rate for a portion of the lands leased from YG.

The second scenario contemplates an arrangement that would follow transfer of title of the leased lands to the City from YG. This involves subdivision and title transfer of the access road and the sublease area for nominal considerations. The City will bear the costs to undertake these processes. The agreements specify the work and services the City will undertake to install the access road and to compensate NorthwesTel for impacts on their operations and property. A bylaw to authorize a Land Exchange Agreement, Sub-Lease Agreement and an Easement Agreement is now being brought forward for council approval.

Recommendation

THAT Bylaw 2016-32, a bylaw to authorize a Land Exchange Agreement, Sub-lease Agreement and Easement Agreement with NorthwesTel Inc. to facilitate access and services to the Municipal Operations Building site, be brought for due consideration under the bylaw process.



Minutes of the meeting of the City Operations Committee

Date	July 4, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Roslyn Woodcock – Chair Deputy Mayor Betty Irwin Councillor Dan Boyd Councillor Robert Fendrick Councillor Samson Hartland
Absent	Mayor Dan Curtis Councillor Jocelyn Curteanu
Staff Present	Christine Smith, City Manager Linda Rapp, Director of Community and Recreation Services Shannon Clohosey, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Taylor Eshpeter, Assistant City Engineer

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

1. Contract Award – Curb-side Recycling Services

The City released a Request for Proposals to provide a residential curb-side recycling and collection service. This service would cover the full cost to collect and process recyclables from residents currently receiving waste and organics collection from the City. Two proposals were received and evaluated.

Awarding this contract will involve additional expenses to the City, including the costs of an implementation program, a waste diversion education program, and annual costs for program administration. Additional steps would also be required, including bringing forward an amendment to the capital budget to purchase recycling carts, as well as amendments to the Waste Management Bylaw, the Fees and Charges Bylaw, and the Solid Waste Diversion Credit Policy.

The highest rated proposal meets the requirements of the request for proposals and the evaluation committee unanimously agreed that the contractor has the skills and experience to perform the services.

The benefit of a contract for recycling is that it will help ensure that Whitehorse residents can continue to recycle for the duration of the contract. However, the final price is significantly higher than anticipated and falls outside the target approved provisionally by Council for 2017. Additionally, there is considerable uncertainty around the whole recycling issue in light of the recent changes announced to the Beverage Container Regulations and the Designated Materials Regulations.

Recommendation

THAT the procurement for a residential curb-side recycling and collection service be cancelled.

2. Contract Award – Porter Creek Connector Path Phase 2

The development of sidewalk and asphalt commuter paths within the City is supported by a number of City plans. The purpose is to install sidewalks and asphalt paths to provide safe and accessible connections for commuters between residential areas, public facilities and the downtown core.

The asphalt commuter path project is the construction of new paved bike/pedestrian trails to connect neighbourhoods and provide an active transportation option that avoids arterial roadways where possible. This project will see the construction of the second of three phases to connect Takhini North to Porter Creek with a paved asphalt path.

Two bids were received in response to a tender issued. The low bidder is familiar with the scope of the work and has the knowledge and experience to complete the work successfully. The prices submitted are reasonable and there are sufficient funds in the budget, funded entirely through the Federal Gas Tax Program.

Recommendation

THAT the construction contract for the Porter Creek Connector Path – Phase 2 project be awarded to Skookum Asphalt Ltd. for a net cost to the City of \$114,800.00.

There being no further business, the meeting adjourned at 7:06 p.m.

CITY OF WHITEHORSE

BYLAW 2016-24

A bylaw to amend Fees and Charges Bylaw 2014-36

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

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

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a quarterly review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedules 7 and 12 and substituting therefore new Schedules 7 and 12 attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect on and from final passage thereof.

FIRST and SECOND READING: June 27, 2016

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE

BYLAW 2016-24

Explanatory Notes:

The attached bylaw amends the Fees and Charges Bylaw to reflect changes required as per a quarterly operational review.

The changes are highlighted and include a fee increase and a minor wording amendment to provide clarity as detailed herein:

- Increase the monthly fee for commercial collection of organics to ensure the full costs of the program are covered following initiation of a service agreement with a private waste collector
- “Inspection Cost Charge” is renamed to “Development Design & Construction Review Cost Charge”, and the fee description is clarified from “Based on Engineers estimate” to “Based on class A Engineer’s estimate or tendered price for civil works” to add clarity in Development Agreements and to avoid confusion and misguided expectations from developers.

		FEE DESCRIPTION		Bylaw 2016-24		Final Fee if GST Applicable + 5% GST	UNITS
				Approved Fee	Date Fee Effective		
Advertising	All				08-Mar-99		
Autocad custom drafting & plotting			minimum 1/2 hour charge		01-Jan-08	52.50	per hour
Autocad drawing compilation and printing					01-Jan-08	22.60	per sheet
Autocad Plotting					01-Jan-08	8.70	per plot
Blue Print reproductions					01-Jan-08	3.20	per sheet
Book, Lost Graves					01-Jan-08	10.50	each
Business Licence List			special, monthly or partial listing		01-Jan-08	0.30	per page
Business Licence List			full listing		01-Jan-08	47.30	each
Amended by Bylaw 2012-XX	Sales		Ability to purchase additional household carts		01-Jan-10	210.00	each
Delivery Charge-rentals	Equipment (DPW)-barricades				01-Jan-08	42.00	per rental
Delivery Charge-rentals	Equipment (DPW)-portable bleachers				01-Jan-08	210.00	per rental
Delivery Charge-rentals	Equipment (DPW)-snow fencing				01-Jan-08	42.00	per rental
Deposit, Damage	Flag		fully refundable if returned in good condition		28-Jun-99		each
Deposit, Damage	Equipment (DPW)-barricades		fully refundable if all rental conditions met		22-Jun-98		each
Deposit, Damage	Equipment (DPW)-portable bleachers		fully refundable if all rental conditions met		22-Jun-98		section
Deposit, Damage	Equipment (DPW)-snow fencing		fully refundable if all rental conditions met		22-Jun-98		roll
Evaluation of restricted / overstrength waste					08-Mar-99	actual	each
Flag	City (3'x6')				01-Jan-08	68.30	each
DVD	copy of recorded meeting				01-Jan-10	6.30	each
Development Design&Construction Review Cost Charge			Construction Value Up To \$500,000.00		01-Jul-13		each
Development Design&Construction Review Cost Charge			Construction Value from 500,001.00 To \$3,000,000.00		01-Jul-13		each
Development Design&Construction Review Cost Charge			Construction Value Above \$ 3,000,001.00		01-Jul-13		each
IS Consultant Fees					23-Feb-09	84.00	each
Land Use Permit			temporary or seasonal land use		22-Jun-98		each
Local Improvement Search			LIC		29-Jan-07	26.30	each
Manual - Contract Tendering					01-Jan-08	84.00	each
Manual - Servicing Standards			manual & changes/revisions to manual to be sold at cost		01-Jan-08	84.00	each
NSF Fees/Cheque return fees/Rejected Pre-authorized credit card fee					01-Jun-14		each
Official Community Plan					01-Jan-08	21.00	each
Overstrength oil and grease, B.O.D. and T.S.S. surcharge					08-Mar-99	0.20	per Kg.
photocopy					01-Jan-08	0.30	each
Pin	City of Whitehorse				01-Jan-08	1.10	each
Plan Reproduction			fee plus reproduction cost		01-Jan-08	26.30	plus repro- duction cost
Reprint of documents pertaining taxes and utilities					29-Jan-07	1.05	each
Service Inspection - Private					08-Mar-99	210.00	each
Snow Dump Permit			per truck		01-Jan-08		per truck
Studies/Reports			at cost with \$10.00 minimum		22-Jun-98	cost + gst	each
Tax Search/Certificate					23-Feb-09	63.00	each
3rd Party Rate	(materials & shipping costs = shipping surcharge) X 35% Markup + Wages&Benefits@32%				01-Apr-15	Plus GST	each
3rd Party Rate (RCMP)	(materials & shipping costs = shipping surcharge) + Wages&Benefits@32%				01-Apr-15	Plus GST	each
Unpaid Accounts	All unpaid accounts will be charged interest on the outstanding amounts. Outstanding taxes will be charged under the provisions of the Tax Act				01-Apr-11		per month
Use Permit			temporary or seasonal land use		22-Jun-98		each
Wood Stove Approval			copy of approval		22-Jun-98		each
Zoning Bylaw					01-Jan-08		each
Zoning Bylaw	individual copy				01-Jan-08		each
Zoning Bylaw	initial subscription service				01-Jan-08		each
Zoning Maps					01-Jan-08	5.30	each

		Bylaw 2016-24		
		Approved Fee	Date Fee Effective	UNITS
Waste	Curbside Collection	11.00	01-Apr-16	unit/month
Waste	Curbside Collection	24.00	01-Apr-16	unit/month
Waste	Organics Collection	25.00	01-Jun-15	per site/ month
Waste	Organics Collection	20.00	01-Jun-15	per site/ month
Waste	Organics Collection	20.00	01-Jun-15	per site/ month
Waste	Organics Collection	20.00	01-Jun-15	per site/ month
Waste	Organics Collection	145.00	01-Jul-16	per site/ month
Waste	Organics Collection	155.00	01-Jul-16	per site/ month
Waste	Organics Collection	130.00	01-Jul-16	per site/ month
Waste	Compostable Waste	38.00	01-Apr-16	tonne
Waste	Compostable Waste	5.00	01-Jan-14	per load
Waste	Compostable Waste	3.00	01-Jan-14	per load
Waste	Compostable Waste	0.00	01-Jun-15	per tonne
Waste	Brushing	38.00	01-Apr-16	per tonne
Waste	Clean, sorted, untreated dimensional lumber	0.00	11-Jul-00	no charge
Waste	Recyclable Waste	7.00	01-May-13	each
Waste	Controlled Waste	15.00	01-May-13	each
Waste	Controlled Waste	160.00	01-May-13	per load
Waste	Controlled Waste	105.00	01-Jun-15	per tonne
Waste	Controlled Waste	300.00	01-Jun-15	per tonne
Waste	Controlled Waste	35.00	01-May-13	each
Waste	Controlled Waste	10.00	01-May-13	each
Waste	Controlled Waste	15.00	01-May-13	each
Waste	Controlled Waste	23.50	01-May-13	each
Waste	Controlled Waste	97.00	01-Apr-16	tonne
Waste	Controlled Waste	0.00	30-May-12	each
Waste	Controlled Waste	0.00	28-Jun-99	each
Waste	Controlled Waste	23.90	01-Jan-08	each
Waste	Controlled Waste	70.55	01-Jan-08	Tonne
Waste	Controlled Waste	charged per item as per relevant category		
Waste	Controlled Waste	15.00	01-May-13	each
Waste	Controlled Waste	40.00	01-May-13	each
Waste	Controlled Waste	5.00	01-May-13	1 to 8 bags
Waste	Residual Waste	10.00	01-May-13	each
Waste	Residual Waste	20.00	01-May-13	each
Waste	Residual Waste	97.00	01-Apr-16	Tonne
Waste	Residual Waste	155.00	01-Feb-15	Tonne
Waste	Residual Waste	15.00	01-May-13	cubic metre
Waste	Mixed Waste	250.00	23-Feb-09	Tonne
Waste	Mixed Waste	250.00	01-May-13	Tonne
Waste	Mixed Waste	250.00	23-Feb-09	Tonne
Waste	Mixed Waste	250.00	01-Jan-10	Tonne
Waste	Mixed Waste	30.00	01-May-13	cubic metre
Waste	Banned Landfill Waste	5.00	01-Jan-12	each

FEE DESCRIPTION

Eligible premises
Eligible premises - 2 Carts at \$11.00 + \$2.00 admin fee
Industrial, Commercial & Institutional (ICI) Customers - Weekly Collection & includes 1 Cart
Industrial, Commercial & Institutional (ICI) Customers - Bi-Weekly Collection & includes 1 Cart
Industrial, Commercial & Institutional (ICI) Customers - Per additional collection Cart
Industrial, Commercial & Institutional (ICI) Customers - LARGE VOLUME - 2 yard bin weekly
Industrial, Commercial & Institutional (ICI) Customers - LARGE VOLUME - 3 yard bin weekly
Industrial, Commercial & Institutional (ICI) Customers - LARGE VOLUME - 2nd bin at site weekly
Sorted compostable waste; loose or in approved compostable bags
Organic material - small load
Organic material - bagged in compostable bags - 8-20kg
Clean, untreated, uncontaminated sawdust or 2" and smaller diameter wood chips
Sorted, uncontaminated brush
Sorted untreated dimensional lumber
Recyclable Waste
animal carcasses-small
animal carcasses-large
Asbestos - in addition to materials containing asbestos charge
Materials containing asbestos
Materials containing asbestos from outside City boundaries
minimum charge - to be weighed
Bulky items ie. Couch, recliners etc.
Bedsprings, mattresses
C&D and wood - small load
C&D Sorted large load - to be weighed
Clean fill
Designated municipal historic resource
Large metal recovery (small load)
Large metal recovery (weighed)
Re-useable items
White goods
White goods (containing refrigerant)
Residual waste-up to 8 bags
Small load (Max 2mX2.5mX.3m or 6'X8'X2')
Medium load (Max 2mX2.5mX1.2m or 6'X8'X4')
Sorted large load - to be weighed
Sorted waste from outside city boundaries
Volume equivalent for properly sorted residual or C&D waste
C&D unsorted large load - to be weighed
Soil mixed with other controlled waste
Un-sorted large load - to be weighed
Un-sorted waste from outside city boundaries
volume equivalent for contaminated residual or C&D waste
E-Waste - Audio - Small

Waste	Banned Landfill Waste	E-Waste - Audio - Large	10.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Computer - Small	10.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Computer - Large	15.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Monitors - Small Flat	15.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Monitors - Large Flat	30.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Monitors - Small CRT	20.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Monitors - Large CRT	40.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Handheld	1.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Copy Equipment - Small	10.00	01-Jan-12	each
Waste	Banned Landfill Waste	E-Waste - Copy Equipment - Large	40.00	01-Jan-12	each
Waste	Banned Landfill Waste	Tires with an inner diameter greater than 62 cm (24.5 inches)	40.00	01-May-13	each
Waste	Other	clean-up of waste not disposed of properly or spilled on street or lane	actual	22-Jun-98	each
Waste	Other	Load inspection fee	100.00	01-Jan-10	per inspection
Waste	Other	removal of condemned waste receptacle	actual	28-Jun-99	each
Waste	Other	removal of waste receptacle on street other than collection day	actual	28-Jun-99	each
Waste	Other	testing weigh scale for accuracy	actual	28-Jun-99	each
Waste	Other	Uncovered Load	250.00	23-Feb-09	each
Waste	Permit	Permit to Collect Waste	0.00	30-May-12	each
Waste	Permit	Permit to Dispose Waste	0.00	30-May-12	each
Waste	Permit	Permit to Transport Waste	0.00	30-May-12	each
Waste	Compost Sale	1-9 cubic yard bulk blended sand/compost	45.00	01-Jul-15	0.765m3 (1 yard)
Waste	Compost Sale	10+ cubic yard bulk blended sand/compost	25.00	01-Jul-15	0.765m3 (1 yard)
Waste	Compost Sale	1-9 cubic yard bulk compost	45.00	01-Jul-15	0.765m3 (1 yard)
Waste	Compost Sale	10 + cubic yard bulk compost	25.00	01-Jul-15	0.765m3 (1 yard)
Waste	Compost Sale	Bagged Compost	5.00	01-Jan-15	20 L bag

CITY OF WHITEHORSE
BYLAW 2016-32

A bylaw to authorize a land exchange agreement

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

WHEREAS council deems it desirable to enter an agreement with Northwestel Inc. for the exchange of land parcels to facilitate the development of a municipal operations building;

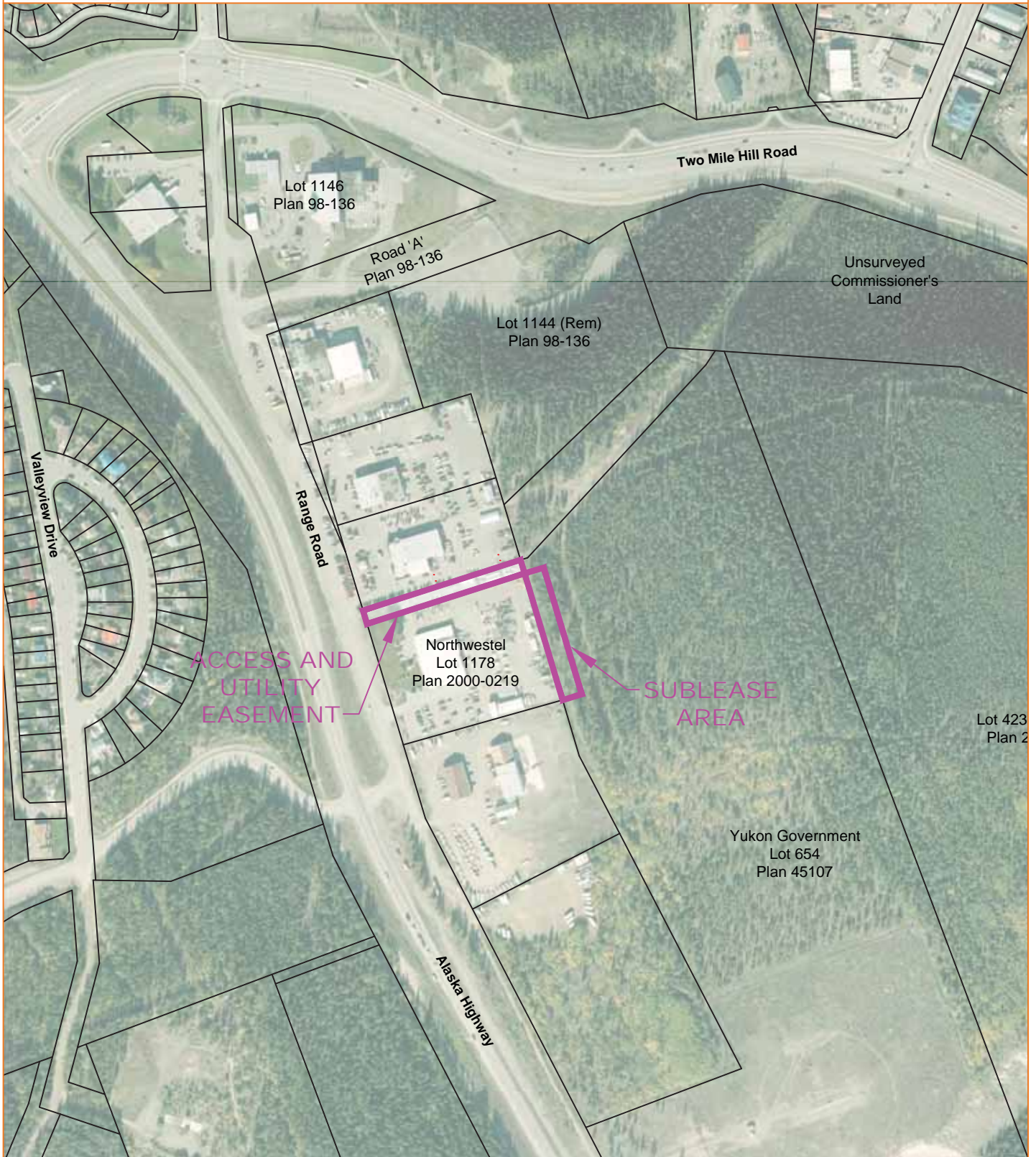
NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into an agreement with NorthweSTel Inc. for the exchange of a portion of Lot 1178, Quad 105 D11, 84261 CLSR, Plan 2000-0219 LTO for a portion of Lot 654 (Rem), Group 804, Plan 60441 CLSR, 45107 LTO, 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 land exchange agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation necessary to complete in an expeditious manner the sub-lease and easement agreements included in the land exchange agreement attached hereto as Appendix "B".
4. The Mayor and Assistant Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation necessary to complete in an expeditious manner the acquisition and transfer of titles for the lands contemplated in the land exchange agreement attached hereto as Appendix "B".
5. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor


Assistant City Clerk



Bylaw 2016-32

A bylaw to enter a land exchange agreement with Northwestel Inc.

LEGEND

 SUBJECT AREAS

LAND EXCHANGE AGREEMENT

THIS AGREEMENT DATED the ____ day of _____, 2016

BETWEEN:

The City of Whitehorse,
a municipal corporation constituted
under the Yukon *Municipal Act*

(the "City")

AND:

Northwestel Inc.,
a corporation registered as an extra-territorial corporation
under the Yukon *Business Corporations Act*

("Northwestel")

being collectively the parties (the "Parties") to this land exchange agreement (the "Agreement").

WHEREAS

A. Pursuant to a lease agreement dated the ____ day of _____, 2016 between the City and the Government of Yukon (the "Head Lease"), the City holds a leasehold interest in an approximately eight (8) hectare parcel of land, being a portion of those lands and premises legally described as:

Lot 654
Group 804
Plan 45107
Whitehorse, Yukon Territory

(the "City Lot").

B. Northwestel is the registered owner in fee simple of those lands and premises legally described as:

Lot 1178
Plan 2000-0219
Quad 105 D/11
Whitehorse, Yukon Territory

(the "Northwestel Lot").

C. The City proposes to build a facility on a portion of the City Lot.

- D. In order to access the City Lot, the City requires an access road (the “Road”) through a portion of the Northwestel Lot.
- E. Northwestel has agreed to grant an easement to the City over a portion of the Northwestel Lot to enable the City to build the Road.
- F. In return, the City has agreed to:
 - (i) sublease a portion of the City Lot to Northwestel; and
 - (ii) complete certain work on the Northwestel Lot and the City Lot.

THEREFORE, in consideration of these mutual promises, the Parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

“**Access Point**” has the meaning ascribed thereto in section 7.1 of this Agreement.

“**Access Road**” has the meaning ascribed thereto in section 7.1 of this Agreement.

“**Agreement**” means this land exchange agreement and any amendments thereto.

“**Area**” has the meaning ascribed thereto in section 6.3 of this Agreement.

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

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

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

“**City Portion**” means the approximately one thousand nine hundred and eighty-three (1,983) square meter portion of the Northwestel Lot set out as the City Portion R.O.W. in the Site Option Sketch.

“**City Portion Transfer**” has the meaning ascribed thereto in section 8.4 of this Agreement.

“**Easement**” has the meaning ascribed thereto in section 4.1 of this Agreement.

“**Easement Agreement**” has the meaning ascribed thereto in section 4.3 of this Agreement.

“**Existing Fencing**” has the meaning ascribed thereto in section 5.2 of this Agreement.

“**Existing Parking Lot Infrastructure**” has the meaning ascribed thereto in section 5.8 of this Agreement.

“**Future Development**” has the meaning ascribed thereto in section 9.1 of this Agreement.

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

“**Landscaping Irrigation**” has the meaning ascribed thereto in section 5.6(c) of this Agreement.

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

“**Northwestel Lot**” has the meaning ascribed thereto in the preamble of this Agreement.

“**Northwestel Portion**” means the approximately two thousand two hundred and twenty-three (2,223) square meter portion of the City Lot along the eastern boundary of the Northwestel Lot set out as the Northwestel Portion in the Site Option Sketch.

“**Northwestel Portion Transfer**” has the meaning ascribed thereto in section 8.1 of this Agreement.

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

“**Removed Pavement**” has the meaning ascribed thereto in section 6.1 of this Agreement.

“**Renewal Term**” has the meaning ascribed thereto in section 3.3 of this Agreement.

“**Road**” has the meaning ascribed thereto in the preamble of this Agreement.

“**Schedules**” has the meaning ascribed thereto in section 2.1 of this Agreement.

“**Secondary Access Location**” has the meaning ascribed thereto in section 6.2 of this Agreement.

“**Site Option Sketch**” means the City Operations Building Proposed Access Road Northwestel Site Option sketch dated October 30, 2015 attached as Schedule “A” to this Agreement.

“**Sublease**” has the meaning ascribed thereto in section 3.1 of this Agreement.

“**Sublease Agreement**” has the meaning ascribed thereto in section 3.4 of this Agreement.

“**Surfacing**” has the meaning ascribed thereto in section 6.3 of this Agreement.

2. SCHEDULES

2.1 The following schedules are attached to and incorporated into this Agreement by reference and are considered to be part of this Agreement:

- Schedule “A” - Site Option Sketch
- Schedule “B” - Sublease Agreement
- Schedule “C” - Easement Agreement

(collectively, the “Schedules”).

3. SUBLEASE

3.1 The City shall sublease to Northwestel the Northwestel Portion (the “Sublease”).

3.2 The term of the Sublease shall be the term of the Head Lease less one day.

3.3 If the Head Lease contains a renewal term (the "Renewal Term") and the Head Lease is renewed for such term, then Northwestel shall be entitled to renew the Sublease for the Renewal Term less one day.

3.4 The City shall execute and deliver to Northwestel a sublease agreement substantially in the form attached as Schedule "B" to this Agreement (the "Sublease Agreement") by the ____ day of _____, 2016.

4. EASEMENT

4.1 Northwestel shall grant to the City an access and utility easement over the City Portion (the "Easement") for the purposes of permitting the City to: (i) construct the Road; (ii) lay down, operate and maintain various utilities in the easement area; and (iii) use the easement area as an access corridor for vehicles, pedestrians, equipment and machinery to provide ingress to and egress from the City Lot by the City and all of the City's customers, clients, patrons, visitors, guests and invitees.

4.2 The term of the Easement shall be for the term of the Sublease, including any renewals.

4.3 Northwestel shall execute and deliver to the City an easement agreement substantially in the form attached as Schedule "C" to this Agreement (the "Easement Agreement") by the ____ day of _____, 2016.

4.4 The City shall pay:

- (a) all costs incurred by the City with respect to the Easement and the Easement Agreement, including all costs associated with the construction of the Road; and
- (b) all survey costs, land titles registration fees and reasonable legal costs incurred by Northwestel with respect to the Easement and the Easement Agreement.

5. WORK ON THE NORTHWESTEL PORTION AND THE CITY PORTION

5.1 The City shall relocate or arrange for the relocation of materials and equipment located on the City Portion to another location within Lot 1178 or the Northwestel Portion, as directed by Northwestel.

5.2 The City shall remove, or arrange for the removal of, all existing fencing along the eastern boundary of the Northwestel Lot (the "Existing Fencing"). Prior to this removal the City shall supply and install, or arrange for the installation of new fencing along the entire boundary separating the Northwestel Portion from the City Lot..

5.3 The City shall clear and strip organics from the Northwestel Portion.

5.4 The City shall surface the Northwestel Portion with one hundred and fifty (150) millimeters of twenty (20) millimeter crushed gravel, or other greater depth as recommended by the City's consulting geotechnical engineer.

5.5 The City shall supply and install, or arrange for the supply and installation of, new fencing along the entire southern boundary of the City Portion indicated by drawing note eight (8) on the Site Option Sketch. This new fencing shall be equivalent in all ways to the Existing Fencing.

5.6 For the construction of a new parking lot area for Northwestel to replace the Northwestel parking lot area to be lost due to the Road, the City shall:

- (a) clear the trees from;
- (b) strip sod and organics from;
- (c) remove any landscaping irrigation (the “Landscaping Irrigation”) from;
- (d) surface with one hundred and fifty (150) millimeters of twenty (20) millimeter crushed gravel, or other greater depth as required by the City’s consulting geotechnical engineer; and
- (e) surface with fifty (50) millimeters of asphalt pavement

the approximately five hundred and eighty (580) square meter area on the northwest corner of the Northwestel Lot indicated by drawing note one (1) on the Site Option Sketch.

5.7 The City shall re-install, or arrange for the re-installation of, the Landscaping Irrigation as necessary to provide irrigation of the remaining grassed areas.

5.8 The City shall remove all electrical cabinets, plug-in connections and timbered supports (the “Existing Parking Lot Infrastructure”) for 28 existing parking spaces from the existing Northwestel parking lot located on the City Portion and indicated by drawing note three (3) on the Site Option Sketch

5.9 The City shall re-install, or arrange for the re-installation of, the Existing Parking Lot Infrastructure on the Northwestel Lot with respect to thirty (30) parking spaces located south and southwest of the southern boundary of the City Portion indicated by drawing notes five (5) and six (6) on the Site Option Sketch. The re-installation of the Existing Parking Lot Infrastructure shall be in accordance with the parking lot design layout set out in, and indicated by drawing notes five (5) and six (6) on, the Site Option Sketch.

5.10 Unless otherwise agreed by the Parties, the City may install, or arrange for the installation of, a new pole and guy anchor wire on the Northwestel Portion as indicated by drawing note nine (9) on the Site Option Sketch.

5.11 Northwestel may install receptacles on the Northwestel Lot in the area indicated by drawing note seven (7) on the Site Option Sketch. Northwestel shall pay all costs associated with the installation of such receptacles.

5.12 Unless otherwise provided in section 5 of this Agreement, the City shall pay all costs associated with the work set out in section 5 of this Agreement.

6. SECONDARY ACCESS TO THE NORTHWESTEL LOT

6.1 In constructing the Road, the City may remove from the City Portion a section of asphalt pavement (the “Removed Pavement”).

6.2 Northwestel shall determine a location for a secondary access from Range Road to the Northwestel Lot (the “Secondary Access Location”).

6.3 Subject to section 6.5, when the City has been notified of the Secondary Access Location, the City shall surface an area determined by Northwestel (the “Area”) at the Secondary Access Location with one hundred and fifty (150) millimeters of twenty (20) millimeter crushed gravel or greater depth as recommended by the City’s consulting geotechnical engineer, and fifty (50) millimeters of asphalt pavement (the “Surfacing”). The Area shall be approximately the size of the Removed Pavement.

6.4 Northwestel may supply and install a gate when required at the Secondary Access Location for access to and ingress from the Northwestel Lot. Northwestel shall pay for all costs associated with the supply and installation of the gate.

6.5 At the City’s option, the City may coordinate the Surfacing with the supply and installation of the gate by Northwestel.

6.6 The City shall pay all reasonable costs associated with the Surfacing.

7. ACCESS ROAD ALONG EASTERN BOUNDARY OF THE NORTHWESTEL PORTION

7.1 If the City constructs an access road along the eastern boundary of the Northwestel Portion (the “Access Road”), then the City shall construct one approximately five (5) meter wide graveled access point (the “Access Point”) from the Access Road to the Northwestel Portion at a location to be determined by mutual agreement of the Parties.

7.2 The City shall have no obligation to construct the Access Road.

7.3 The City shall pay all reasonable costs associated with the construction of the Access Point.

8. LAND EXCHANGE

8.1 Subject to approval by the Council of the City of Whitehorse, if the City becomes the registered owner of an estate in fee simple of the Northwestel Portion, then the City shall transfer to Northwestel its interest in the Northwestel Portion, free and clear of all encumbrances other than restrictive covenants, reservations and exceptions in the original grant from the crown and easements in favour of utilities and public authorities, for the nominal sum of one (\$1.00) dollar (the “Northwestel Portion Transfer”).

8.2 The Northwestel Portion Transfer shall occur within one (1) year of the City becoming the registered owner of an estate in fee simple of the Northwestel Portion unless otherwise agreed by the Parties in writing.

8.3 The City shall have no obligation to become, or to endeavor to become, the registered owner of an estate in fee simple of the Northwestel Portion.

8.4 If the Northwestel Portion Transfer is complete, then Northwestel shall transfer to the City a fee simple interest in the City Portion, free and clear of all encumbrances other than encumbrances agreed by the Parties in writing, for the nominal sum of one (\$1.00) dollar (the “City Portion Transfer”).

8.5 The City Portion Transfer shall occur concurrently with the Northwestel Portion Transfer unless otherwise agreed by the Parties in writing.

8.6 The City shall pay:

- (a) all costs incurred by the City with respect to the Northwestel Portion Transfer and the City Portion Transfer; and
- (b) all survey costs, land titles registration fees and reasonable legal costs incurred by Northwestel with respect to the Northwestel Portion Transfer and the City Portion Transfer.

9. FURTHER DEVELOPMENT

9.1 The City acknowledges that Northwestel intends to further develop portions of the Northwestel Lot excluding the City Portion (the “Future Development”).

9.2 The City shall use its best efforts to accommodate any Future Development, subject to:

- (a) restrictions imposed by law;
- (b) restrictions imposed by applicable City of Whitehorse regulations, policies and by-laws, including zoning by-laws; and
- (c) final approval of the Council of the City of Whitehorse, if required.

10. FURTHER ASSURANCES

10.1 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 Agreement.

10.2 Northwestel shall grant to the City sufficient access to the Northwestel Lot to enable the City to complete the obligations of the City set out in this Agreement in a timely manner. Access shall be at the sole discretion of Northwestel.

10.3 The City shall make all reasonable efforts to minimize the impact of the activities and work to be undertaken by the City as set out in this Agreement on the operations of Northwestel.

11. GENERAL

11.1 **Amendment.** Any amendments to this Agreement shall be made in writing and executed by both Parties.

11.2 **Entire Agreement.** This Agreement, including the executed Schedules, 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 Agreement or the executed Schedules and, in particular, no representation or warranty of a Party not expressed in this Agreement or the executed Schedules is to be implied.

11.3 **Number and Gender.** Wherever the singular or masculine is used in this Agreement 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.

11.4 **Headings.** The paragraph headings used throughout this Agreement 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.

11.5 **Enurement.** This Agreement is binding upon and enures to the benefit of the City and Northwestel and their heirs, executors, administrators, successors and permitted assigns.

11.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein.

11.7 **Notice.** Any written communication or notice required pursuant to this Agreement shall be given by personal delivery to the undersigned or by prepaid mail to the address 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 City:

City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon Y1A 1C2
Attention: Peter O'Blenes, P. Eng.,
Director, Infrastructure & Operations

If to Northwestel:

Northwestel Inc.
Box 2727, 301 Lambert Street
Whitehorse, Yukon Y1A 4Y4
Attention: Stan Thompson,
CFO & VP Corporate Services

11.8 **Time.** Time is of the essence of this Agreement.

11.9 **Severability.** If any of the terms or provisions of this Agreement are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.

11.10 **Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other Party.

11.11 **Counterparts.** This Agreement 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.

IN WITNESS WHEREOF the Parties have duly executed this Agreement under seal at the City of Whitehorse, in the Yukon Territory as of the day and year first above written.

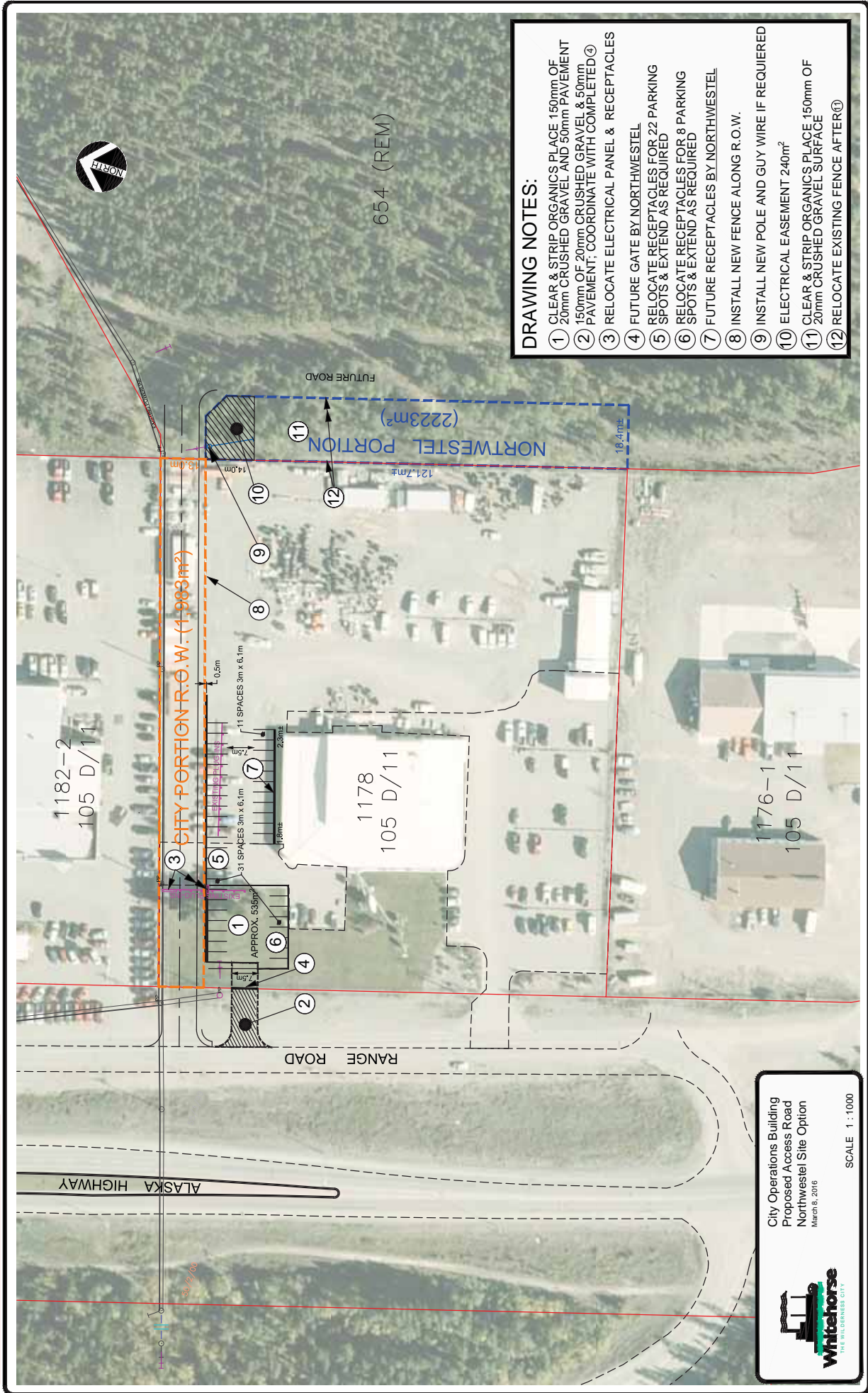
THE CORPORATE SEAL OF)
)
NORTHWESTEL INC.)
was hereunto affixed)
in the presence of:)
)
)
)
)
)
_____)
Ken Gibbons,)
Director of Finance)
)
)
)
)
)
_____)
Leslie McRae,)
Secretary)

c/s

THE CORPORATE SEAL OF)
)
THE CITY OF WHITEHORSE)
was hereunto affixed)
in the presence of:)
)
)
)
)
_____)
Dan Curtis, Mayor)
)
)
)
)
)
_____)
Norma Felker,)
Assistant City Clerk)
)

c/s

SCHEDULE "A" SITE OPTION SKETCH



DRAWING NOTES:

- ① CLEAR & STRIP ORGANICS PLACE 150mm OF 20mm CRUSHED GRAVEL AND 50mm PAVEMENT
- ② 150mm OF 20mm CRUSHED GRAVEL & 50mm PAVEMENT, COORDINATE WITH COMPLETED ④
- ③ RELOCATE ELECTRICAL PANEL & RECEPTACLES
- ④ FUTURE GATE BY NORTHWESTEL
- ⑤ RELOCATE RECEPTACLES FOR 22 PARKING SPOTS & EXTEND AS REQUIRED
- ⑥ RELOCATE RECEPTACLES FOR 8 PARKING SPOTS & EXTEND AS REQUIRED
- ⑦ FUTURE RECEPTACLES BY NORTHWESTEL
- ⑧ INSTALL NEW FENCE ALONG R.O.W.
- ⑨ INSTALL NEW POLE AND GUY WIRE IF REQUIRED
- ⑩ ELECTRICAL EASEMENT 240m²
- ⑪ CLEAR & STRIP ORGANICS PLACE 150mm OF 20mm CRUSHED GRAVEL SURFACE
- ⑫ RELOCATE EXISTING FENCE AFTER ⑪



 City Operations Building
 Proposed Access Road
 Northwestel Site Option
 March 8, 2016
 SCALE 1 : 1000

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT dated the ____ day of _____, 2016.

BETWEEN

The City of Whitehorse,
a municipal corporation constituted
under the Yukon *Municipal Act*

(the “City”)

AND:

Northwestel Inc.,
a corporation registered as an extra-territorial corporation
under the Yukon *Business Corporations Act*

(“Northwestel”)

being collectively the parties (the “Parties”) to this sublease agreement (the “Agreement”).

WHEREAS:

- A. By lease agreement dated the ____ day of _____, 2016 (the “Head Lease”) between the City and the Government of Yukon (the “Head Lessor”), the Head Lessor leased to the City the approximately eight (8) hectare parcel of land outlined in red in the Head Lessor’s Energy, Mines and Resources Land Management Branch City of Whitehorse Lease Mapsheet sketch dated January 29, 2016 attached as Schedule “A” to this Agreement, being a portion of those lands and premises legally described as:

Lot 654
Group 804
Plan 45107
Whitehorse, Yukon Territory
(the “Leased Lands”)

for a term of thirty (30) years commencing on the ____ day of _____, 2016 and ending on the ____ day of _____, 2046.

- B. The City has agreed to sublease to Northwestel the approximately two thousand two hundred and twenty-three (2,223) square meter portion of the Leased Lands set out as the “Northwestel Portion” in the City Operations Building Proposed Access Road Northwestel Site Option sketch dated March 8, 2016 attached as Schedule “B” to this Agreement (the “Subleased Lands”) upon the terms and conditions set forth in this Agreement.
- C. Northwestel desires to use the Subleased Lands for outdoor storage of equipment, materials and any other items required by Northwestel.

D. The consent of the Head Lessor to this Agreement is not required under the terms of the Head Lease.

THEREFORE, in consideration of these mutual promises, the Parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

“**Additional Costs**” has the meaning ascribed thereto in section 7.1 of this Agreement.

“**Additional Rent**” has the meaning ascribed thereto in section 7.4 of this Agreement.

“**Agreement**” means this sublease agreement and any amendments thereto.

“**Applicable Provisions**” has the meaning ascribed thereto in section 11.1 of this Agreement.

“**Basic Rent**” has the meaning ascribed thereto in section 6.1 of this Agreement.

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

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

“**Commencement Date**” has the meaning ascribed thereto in section 4.1 of this Agreement.

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

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

“**Head Lessor**” has the meaning ascribed thereto in the preamble of this Agreement.

“**Land Exchange Agreement**” means the land exchange agreement between the Parties dated the ____ day of _____, 2016.

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

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

“**Northwestel’s Proportionate Share**” has the meaning ascribed thereto in section 7.2 of this Agreement.

“**Northwestel Request**” has the meaning ascribed thereto in section 14.1 of this Agreement.

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

“**person**” includes individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

“**Public Utilities**” has the meaning ascribed thereto in section 7.1(b) of this Agreement.

“**Renewal Term**” has the meaning ascribed thereto in the Head Lease.

“**Sales Tax**” has the meaning ascribed thereto in section 7.1(a) of this Agreement.

“**Schedules**” has the meaning ascribed thereto in section 2.1 of this Agreement.

“**Sublease Renewal Term**” has the meaning ascribed thereto in section 5.1 of this Agreement.

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

“**Term**” has the meaning ascribed thereto in section 4.1 of this Agreement.

“**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.

2. SCHEDULES

2.1 The following schedules are attached to and incorporated into this Agreement by reference and are considered to be part of this Agreement:

Schedule “A” - Lease Mapsheet Sketch
Schedule “B” - Site Option Sketch

(collectively, the “Schedules”).

3. SUBLEASE

3.1 The City hereby subleases the Subleased Lands to Northwestel on the terms and conditions contained in this Agreement.

3.2 Northwestel acknowledges that:

- (a) it has inspected the Subleased Lands prior to taking possession thereof;
- (b) except as specifically provided in this Agreement and in the Land Exchange Agreement:
 - (i) the Subleased Lands are being accepted in an “as is” condition;
 - (ii) the City is not responsible for performing any leasehold improvements or other work on the Subleased Lands; and
 - (iii) the City makes no representations or warranties as to the state of the Subleased Lands;
- (c) the taking of possession of the Subleased Lands is conclusive evidence as against Northwestel that, at the time of possession, the Subleased Lands were acceptable; and
- (d) it has received a copy of the Head Lease and agrees to abide by the terms of the Head Lease that are incorporated into this Agreement pursuant to this Agreement.

4. TERM

4.1 The term of this Agreement shall be for a period of thirty (30) years less one (1) day (the "Term") commencing on the ____ day of _____, 2016 (the "Commencement Date") and ending on the ____ day of _____, 2046 (the "Expiry Date").

5. RENEWAL

5.1 If:

- (a) Northwestel has performed and observed all of the covenants and conditions of Northwestel contained in this Agreement;
- (b) Northwestel has requested, in writing, a renewal of this Agreement at least ninety (90) days prior to the Expiry Date; and
- (c) the Head Lease is renewed,

then the City shall grant to Northwestel a renewal of this Agreement for the Renewal Term less one (1) day (the "Sublease Renewal Term") upon essentially the same terms and conditions as contained in this Agreement with the exception of the right of renewal unless otherwise agreed by the Parties in writing.

6. RENT

6.1 Northwestel shall to pay to the City without deduction, abatement or set-off the sum of thirty (\$30.00) dollars for the Term of this Agreement as basic rent (the "Basic Rent").

6.2 Basic Rent shall be payable on the Commencement Date.

7. ADDITIONAL RENT

7.1 During the Term of this Agreement, Northwestel shall pay to the City or as the City otherwise directs:

- (a) any multi-stage sales tax levied or imposed by the federal and territorial government, whether in the form of a harmonized sales tax, goods and services tax, a value-added tax, a national sales tax or business transfer tax (collectively, a "Sales Tax") to the extent that any such tax is imposed on any Basic Rent or any Additional Rent or any portion thereof payable by Northwestel under this Agreement;
- (b) all rates and charges for all public utilities supplied to the Subleased Lands (including works and services in connection therewith) as well as any municipal sewer charges or levies respecting the Subleased Lands (the "Public Utilities");
- (c) every tax, rate, duty, assessment and license fee in respect of any and every business conducted on or from the Subleased Lands and on account of the use or occupancy of the Subleased Lands by Northwestel including, without limitation, all business taxes, rates and licenses;
- (d) all premiums for insurance required to be effected by Northwestel under this Agreement;

- (e) all costs payable by the City under the terms of the Head Lease relating to the repair and maintenance of the Subleased Lands;
- (f) all costs associated with the construction, installation, maintenance and use of Utilities on the Subleased Lands that Northwestel requires for its use and enjoyment of the Subleased Lands pursuant to section 12.3 of this Agreement;
- (g) with the exception of money payable under section 4.2 of the Head Lease, Northwestel's Proportionate Share of any and all costs and amounts that the City is required to pay under the Head Lease including, without limiting the generality of the foregoing, any remediation costs and fees pursuant to section 8 of the Head Lease; and
- (h) any and all other costs and amounts that Northwestel is required to pay pursuant to this Agreement

(collectively, the "Additional Costs").

7.2 Unless otherwise agreed by the Parties, acting reasonably, or otherwise provided in this Agreement, "Northwestel's Proportionate Share" shall be the fraction, the numerator of which is the area of the Subleased Lands and the denominator of which is the area of the Leased Lands.

7.3 Provided that Northwestel's use of any Public Utilities or Utilities that are not separately metered for the Subleased Lands is consistent with the normal use for the Subleased Lands, Northwestel's share of such charges shall be Northwestel's Proportionate Share. If Northwestel has excessive use of any such Public Utility or Utility, the City may make such allocation as is reasonable in the circumstances.

7.4 With the exception of Sales Tax, all Additional Costs shall be additional rent (the "Additional Rent") for the purposes of this Agreement and shall be payable on the date and in the manner set out in the Head Lease or, if no provision is made for such payment under the Head Lease, as directed by the City in writing.

7.5 If and so often as Northwestel neglects or omits to pay all or any portion of the amounts payable as Additional Rent when the same become due and payable, the City shall be entitled to pay the same and collect the same from Northwestel as rent hereby reserved and in arrears. Notwithstanding that Sales Tax is not Additional Rent, the City shall have the same rights and remedies against Northwestel in the event of any failure by Northwestel to pay the same as it has for a failure by Northwestel to pay Additional Rent.

7.6 The City shall pay all property taxes levied or imposed on the City with respect to the Subleased Lands.

8. INSURANCE

8.1 Northwestel shall take out and maintain, at its expense, from and after the earlier of the date Northwestel takes occupancy of the Subleased Lands and the Commencement Date in the names of Northwestel, the City, the Head Lessor and every mortgagee of the Subleased Lands:

- (a) commercial liability insurance in an amount not less than three million dollars (\$3,000,000.00) against claims for personal injury liability, death or property damage occurring on, in or about the Subleased Lands;
- (b) insurance against loss or damage by fire in respect of all leasehold improvements on the Subleased Lands to the full insurable value thereof and containing the standard extended perils and endorsements;

- (c) insurance against loss or damage by fire in respect of all equipment, materials and other items stored on the Subleased Lands to the full insurable value thereof and containing the standard extended perils and endorsements; and
- (d) such other insurance as would be carried by a prudent tenant, and as the City or its mortgagees may from time to time reasonably require.

8.2 All policies required to be obtained by Northwestel shall contain a waiver of subrogation by the insurer in favour of the City and the Head Lessor and their respective employees, agents, servants, shareholders, officers and directors and shall contain an undertaking by the insurers to notify the City in writing not less than thirty (30) days prior to any cancellation or termination thereof.

8.3 Prior to taking occupancy of the Subleased Lands, Northwestel shall furnish to the City certificates of a policy or policies of an insurance company or companies acceptable to the City, acting reasonably, evidencing that the required insurance coverage has been obtained.

8.4 If the Head Lessor or the City incur any additional costs for fire, liability or rental income insurance as a result of Northwestel occupying the Subleased Lands, Northwestel shall reimburse the Head Lessor or the City, as the case may be, in full for such additional cost, including all expenses related thereto.

8.5 All policies required to be obtained by Northwestel shall be kept in good standing and in full force and effect at all times throughout the Term. If Northwestel fails to take out any of the insurance required by this Agreement or permits such insurance to lapse, the City may, if such default is not cured within five (5) Business Days after notice, place such insurance on Northwestel's behalf, and the premiums payable for such insurance shall be payable by Northwestel to the City forthwith together with an administration fee of fifteen percent (15%) of such premiums.

9. NORTHWESTEL'S COVENANTS

9.1 Northwestel covenants with the City as follows:

- (a) Northwestel shall pay the Basic Rent and Additional Rent and all Sales Tax imposed thereon, as provided for in this Agreement.
- (b) Northwestel shall perform and observe all covenants to be observed and performed by Northwestel under this Agreement.
- (c) Northwestel shall perform and observe all covenants to be observed and performed by the City under the provisions of the Head Lease incorporated into this Agreement pursuant to section 11 of this Agreement.
- (d) Northwestel shall maintain all leasehold improvements in good repair, reasonable wear and tear excepted.
- (e) Northwestel shall not do or cause to be done or suffer or permit any act to be done that would or might cause the Head Lease, or the rights of the City under the Head Lease to be endangered, cancelled, terminated, forfeited or surrendered or which would or might cause the City to be in default thereunder or liable for any damage, claim or penalty.
- (f) Northwestel shall at all times indemnify and save harmless the City 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

the City from or out of the occupancy or use by Northwestel of the Subleased Lands or occasioned wholly or in part by a default of Northwestel of its obligations under this Agreement, or by reason of anything done or omitted to be done by Northwestel, its invitees, employees, officers, contractors, members or agents or by any person permitted by Northwestel to be on the Subleased Lands, or due to or arising out of any breach by Northwestel of this Agreement. If the City shall, without fault on its part, be made a party to any litigation commenced by or against Northwestel, then Northwestel shall protect, indemnify and hold the City harmless in connection with such litigation. The City may at its option participate in any litigation or settlement discussions relating to the foregoing. For greater certainty, Northwestel's indemnification shall survive expiry or cancellation of this Agreement.

- (g) Northwestel shall comply with all obligations imposed on it with respect to insurance under this Agreement.
- (h) Northwestel shall pay any expense incurred by the City in enforcing the performance of Northwestel of its obligations under this Agreement.
- (i) Northwestel shall pay any expense incurred by the City in enforcing the performance of the Head Lessor of its obligations in relation to the Subleased Lands under the Head Lease.
- (j) Northwestel shall allow any City employees or agents entry to the Subleased Lands at any reasonable time for the purpose of inspection.

10. CITY'S COVENANTS

10.1 The City covenants with Northwestel as follows:

- (a) The City shall make all reasonable efforts to enforce performance by the Head Lessor of its obligations in relation to the Subleased Lands under the Head Lease.
- (b) Subject to this Agreement and the Head Lease, Northwestel, upon performing and observing the covenants and provisions required to be performed on its part under this Agreement, shall peaceably enjoy the Subleased Lands for the Term of this Agreement and any Sublease Renewal Term.
- (c) With the exception of any work to be undertaken by the City on the Subleased Lands under the Land Exchange Agreement, Northwestel shall have vacant possession of the Subleased Lands upon execution of this Agreement.
- (d) The City shall perform and observe the covenants on its part contained in the Head Lease with respect to the Subleased Lands so far as such covenants are not required to be performed and observed by Northwestel under this Agreement, and shall at all times to keep Northwestel indemnified against all actions, expenses, claims and demands on account of the non-performance of such covenants so far as such covenants are not required to be performed and observed by Northwestel.
- (e) The City covenants that the Head Lease is presently in full force and effect and that all payments required to be made thereunder have been made to the date of this Agreement.

11. APPLICATION OF HEAD LEASE

11.1 The Parties acknowledge and agree that sections 1, 3.1(b), 3.1(d), 4.3, 8.1(d), 8.2, 8.3, 13, and 20 of the Head Lease (the “Applicable Provisions”) form part of this Agreement and the obligations contained in the Applicable Provisions that are conferred and imposed on the City (as tenant therein) are hereby conferred and imposed upon Northwestel with the appropriate changes of reference being deemed to have been made (that is, every reference in the Head Lease to “Yukon” being changed on such incorporation to a reference to “the City”, every reference to “the Lessee” being changed on such incorporation to a reference to “Northwestel”, every reference to the “Leased Lands” being changed on such incorporation to a reference to the “Subleased Lands”, every reference to the “Lease” being changed on such incorporation to a reference to the “Agreement” and the reference in section 13.2 of the Head Lease to “herein contained” being changed on such incorporation to a reference to “contained in this Agreement”), with the intent that such provisions shall govern the relationship with respect to such matters as between the City and Northwestel.

11.2 The Parties acknowledge and agree that with the exception of:

- (a) the defined terms “Parties” and “Party”, which have the meanings ascribed thereto under this Agreement; and
- (b) the defined terms incorporated through the appropriate changes of reference set out in section 11.1 of this Agreement, which have the meanings ascribed thereto under this Agreement,

section 2 (Definitions) of the Head Lease applies to the defined terms set out in the Applicable Provisions.

11.3 Subject to sections 11.1 and 11.2 of this Agreement, the provisions of the Head Lease do not form part of this Agreement.

11.4 If there is any conflict between the provisions of this Agreement and the provisions of the Head Lease that would permit Northwestel to do or cause to be done or suffer or permit any act or thing to be done which is prohibited by the Head Lease, then the provisions of the Head Lease shall prevail.

11.5 Whenever, under any provision of the Head Lease so incorporated into this Agreement pursuant to sections 11.1 and 11.2 of this Agreement, the consent or authorization of the Head Lessor is required, Northwestel shall be required to obtain both the consent or authorization of the Head Lessor and the City.

11.6 Notwithstanding anything to the contrary in this Agreement, the rights that Northwestel may enjoy pursuant to the Head Lease shall exist only against the Head Lessor. The City shall have no duty to perform any obligations of the Head Lessor and shall under no circumstances be responsible or liable to Northwestel for any default, failure or delay on the part of the Head Lessor in the performance of any obligations under the Head Lease, nor shall such default of the Head Lessor affect this Agreement or waive or defer the performance of any of Northwestel’s obligations under this Agreement. However, in the event of any such default or failure of performance by the Head Lessor, the City shall upon notice from Northwestel make demand upon the Head Lessor to perform its obligations under the Head Lease.

12. UTILITIES AND SERVICES

12.1 The City shall, without the consent of Northwestel but on prior notice to it, have the exclusive right to construct, install and maintain on the Subleased Lands, and arrange for the construction, installation of and maintenance of on the Subleased Lands, any Utilities that:

- (a) the City requires for its use and enjoyment of the Leased Lands;
- (b) any sub-lessee of the City other than Northwestel requires for its use and enjoyment of the Leased Lands; and

(c) the City requires for the benefit of the public and the public interest.

12.2 Northwestel shall not be responsible for any costs associated with the construction, installation and maintenance of Utilities on the Subleased Lands undertaken pursuant to section 12.1 of this Agreement.

12.3 Northwestel shall have the exclusive right to construct, install and maintain on the Subleased Lands, and arrange for the construction, installation of and maintenance of on the Subleased Lands, any Utilities that Northwestel requires for its use and enjoyment of the Subleased Lands.

12.4 Except as provided in the Land Exchange Agreement the City assumes no liability, express or implied, to provide access or services to the Subleased Lands.

13. BREACH, CANCELLATION, WAIVER AND EXPIRATION

13.1 Where Northwestel breaches or fails to perform or observe any of the covenants, terms or agreements contained in this Agreement, the City shall so advise Northwestel by written notice. If Northwestel fails to remedy the breach or non-performance within the time granted in the said notice, which shall not be less than thirty (30) days, the City may, by notice in writing, cancel this Agreement and cancellation occurs on the day following the mailing of such notice.

13.2 The City shall not be deemed to have waived any breach by Northwestel of any of the covenants or agreements contained in this Agreement unless the City provides a written waiver, and any such waiver relates only to the specific breach to which it refers.

13.3 In the event of termination of this Agreement by the City as a result of any default by Northwestel of any of the covenants and obligations to be observed and performed by it hereunder:

- (a) Northwestel shall remain liable for all Basic Rent and Additional Rent and all other sums due under this Agreement for the remainder of what would have been the Term and for all damages arising out of its default including damages for the loss of the benefit of this Agreement for the unexpired balance of the Term;
- (b) the City shall have no duty or obligation to relet the Subleased Lands or any part thereof;
- (c) the City shall have the right to enter and take possession of the Subleased Lands; and
- (d) in addition to any and all remedies set forth herein, the City shall have all remedies available at law or equity and any and all remedies shall be cumulative and non-exclusive.

13.4 Expiration or cancellation of this Agreement shall not prejudice the City's right to Basic Rent, Additional Rent or any other right arising under this Agreement.

14. NON-DISTURBANCE AND TERMINATION

14.1 Upon the request of Northwestel, the City shall request that the Head Lessor permit Northwestel to remain in quiet and peaceful possession of the Subleased Lands pursuant to the terms of this Agreement notwithstanding any exercise by the Head Lessor of its rights to terminate the Head Lease or otherwise re-enter the Leased Lands (the "Northwestel Request").

14.2 If:

- (a) the Northwestel Request is made by the City to the Head Lessor pursuant to section 14.1 of this Agreement; and
- (b) the Head Lease is terminated

then, upon the request of the Head Lessor, Northwestel shall attorn to the Head Lessor as sublandlord under this Agreement.

14.3 If the Head Lease terminates for any reason whatsoever and:

- (a) Northwestel does not request that the City request that the Head Lessor permit Northwestel to remain in quiet and peaceful possession of the Subleased Lands pursuant to the terms of this Agreement notwithstanding any exercise by the Head Lessor of its rights to terminate the Head Lease or otherwise re-enter the Leased Lands; or
- (b) the Head Lessor does not request that Northwestel attorn to the Head Lessor as sublandlord under this Agreement,

then this Agreement shall also terminate and, unless otherwise agreed by the Parties in writing, the City shall not be liable for, and Northwestel shall not be entitled to receive, compensation for any loss, damage or inconvenience occasioned thereby.

15. ASSIGNMENT AND SUBLEASE

15.1 Notwithstanding anything to the contrary contained in the Head Lease, Northwestel shall not assign this Agreement or sublet the whole or any part of the Subleased Lands or permit the Subleased Lands or any part thereof to be used or occupied by others or enter into any other agreement or transaction which may be restricted by the Head Lease without the previous written consent of the Head Lessor and the City, which written consent shall not be unreasonably withheld by the City. Notwithstanding any assignment or subletting or other dealings by Northwestel permitted under this Agreement, Northwestel shall continue to be responsible for all of the obligations of Northwestel under this Agreement.

15.2 The City shall, without the consent of Northwestel, have the right to assign to any person any and all of the rights granted to the City in this Agreement in accordance with the terms and conditions of this Agreement.

16. COSTS

16.1 The City shall pay:

- (a) all costs incurred by the City with respect to the drafting of this Agreement;
- (b) any and all survey costs incurred with respect to this Agreement, whether incurred by the City or Northwestel;
- (c) any and all land titles registration fees incurred with respect to this Agreement, whether incurred by the City or Northwestel; and
- (d) all reasonable legal costs incurred by Northwestel with respect to the drafting of this Agreement.

- 16.2 Northwestel acknowledges and agrees that except for:
- (a) the City's obligations under this Agreement;
 - (b) the City's obligations under section 4.2 of the Head Lease; and
 - (c) the City's obligations under the Land Exchange Agreement,

the City shall not be responsible during the Term for any costs, charges, expenses or outlays of any nature whatsoever arising from or relating to the Subleased Lands or the use and occupancy thereof or the business carried on therein, and that Northwestel shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Subleased Lands except as expressly set out in this Agreement and the Land Exchange Agreement.

17. GENERAL

- 17.1 Any amendments to this Agreement shall be made in writing and executed by both Parties.
- 17.2 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 Agreement.
- 17.3 This Agreement and the Land Exchange Agreement constitute the entire agreement between the Parties relating to the subject matter hereof and supersede any prior agreement. Neither Party is bound by any representation, warranty or agreement not included in this Agreement or the Land Exchange Agreement and, in particular, no representation or warranty of a Party not expressed in this Agreement or the Land Exchange Agreement is to be implied.
- 17.4 Wherever the singular or masculine is used in this Agreement 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.
- 17.5 The paragraph headings used throughout this Agreement 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.
- 17.6 This Agreement shall be governed by and interpreted in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein.
- 17.7 If any of the terms or provisions of this Agreement are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.
- 17.8 All dollar amounts referred to in this Agreement are in Canadian funds.
- 17.9 Time shall be of the essence in this Agreement.
- 17.10 This Agreement is binding upon and enures to the benefit of the Parties and their heirs, executors, administrators, successors and permitted assigns.
- 17.11 Any written communication or notice required pursuant to this Agreement 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 City:

City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon Y1A 1C2
Attention: Peter O'Blenes, P. Eng.,
Director, Infrastructure & Operations

If to Northwestel:

Northwestel Inc.
Box 2727, 301 Lambert Street
Whitehorse, Yukon Y1A 4Y4
Attention: Property Management,

17.12 Northwestel shall not register this Agreement or notice thereof with the Land Titles Office for the Yukon Land Registration District.

17.13 This Agreement 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.

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

IN WITNESS WHEREOF the Parties have duly executed this Agreement under seal at the City of Whitehorse, in the Yukon Territory as of the day and year first above written.

THE CORPORATE SEAL of)
)
NORTHWESTEL INC.)
was hereunto affixed)
in the presence of:)
)
)
)
_____)
Ken Gibbons,)
Director of Finance)
)
)
)
_____)
Leslie McRae,)
Secretary)

c/s

THE CORPORATE SEAL OF)
)
THE CITY OF WHITEHORSE)
was hereunto affixed)
in the presence of:)
)
)
)
_____)
Dan Curtis, Mayor)
)
)
)
_____)
Norma Felker,)
Assistant City Clerk)

c/s

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT dated the ____ day of _____, 2016.

BETWEEN

The City of Whitehorse,
a municipal corporation constituted
under the Yukon *Municipal Act*

(the "City")

AND:

Northwestel Inc.,
a corporation registered as an extra-territorial corporation
under the Yukon *Business Corporations Act*

(the "Grantor")

being collectively the parties (the "Parties") to this easement agreement (the "Agreement").

WHEREAS:

A. The Grantor is the registered owner in fee simple of those lands and premises legally described as:

Lot 1178
Plan 2000-0219
Quad 105 D/11
Whitehorse, Yukon Territory
(the "Lands").

B. Pursuant to a lease agreement dated the ____ day of _____, 2016 between the City and the Government of Yukon, the City holds a leasehold interest in an approximately eight (8) hectare parcel of land, being a portion of those lands and premises legally described as:

Lot 654
Group 804
Plan 45107
Whitehorse, Yukon Territory
(the "Dominant Tenement").

C. A portion of the Lands have been set aside for access and utility easement purposes as outlined in red on Schedule "A" attached hereto (the "Easement Area").

D. The Parties have agreed to enter into this Agreement for the purposes of permitting the City to:

- (a) construct an access road across, on and through the Easement Area which is the servient tenement to the Dominant Tenement;

- (b) lay down, operate and maintain various utilities in the Easement Area; and
- (c) use the Easement Area as an access corridor for vehicles, pedestrians, equipment and machinery to provide ingress to and egress from the Dominant Tenement by the City and all of the City's customers, clients, patrons, visitors, guests and invitees.

E. The City is authorized to execute this Agreement pursuant to Easement Authority Bylaw #2009-17.

In consideration of the sum of ONE (\$1.00) DOLLAR paid to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. THE GRANTOR DOES HEREBY GIVE, GRANT, TRANSFER and MAKE OVER unto the City the exclusive right, privilege and easement to use the Easement Area:

- (a) for digging, laying down, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating usual and ordinary municipal utilities including gas pipelines, electrical power and telephone distribution and transmission 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 (all or any one or more of which are referred to in this Agreement as "Utilities") to be laid under, on or over the Easement Area; and
- (b) as an access corridor for vehicles, pedestrians, equipment and machinery to provide ingress to and egress from the Dominant Tenement by the City and all of the City's customers, clients, patrons, visitors, guests and invitees,

and a right of reasonable access to the Easement Area in relation to the above.

2. The right, privilege and easement hereby granted is subject to the following terms and conditions:

- (a) The term "City" wherever referred to in this Agreement shall include and shall be interpreted to mean the City of Whitehorse and its agents and includes servants, employees, workers, contractors, subcontractors, permittees, licensees, officials and all persons authorized by the City to install, maintain or operate any Utilities, including their servants, employees, workers, contractors, subcontractors, permittees, licensees and officials.
- (b) The Grantor acknowledges that the public shall have the right, subject to the terms of this Agreement, to use the road, including any sidewalks, curbs, gutters and ditches, built by the City in the Easement Area.
- (c) The right, privilege and easement of the Easement Area hereby granted shall be for the term of the sublease granted to Northwestel by the City dated the ____ day of _____, 2016, including any renewals.
- (d) The City shall have the full and free right and liberty to gain access to and remain on the Easement Area for the purposes aforesaid and the City may access the Easement Area either on foot or by means of vehicles or necessary equipment or machines whatsoever across the Lands.
- (e) Notwithstanding any rules at law or in equity to the contrary, the Utilities shall at all times remain the property of the City or the operator of the Utilities notwithstanding that the same may be annexed or affixed to the freehold and shall, with the exception of any road and associated sidewalks constructed on the Easement Area, at any time be removable in whole or in part by the City or the operator of the

Utilities.

- (f) The City shall be responsible for maintaining and repairing the Utilities on the Easement Area.
- (g) The City, in carrying out any work on the Easement Area or using the Easement Area, shall do so only in a proper manner and shall:
 - (i) cause or do as little damage to the Easement Area as reasonably possible; and
 - (ii) inconvenience the owner or occupier of the Lands as little as is reasonably possible.
- (h) Upon completion of the City's work, the City shall, with the exception of the construction of any road, including sidewalks, curbs, ditches, gutters and any other ordinary appurtenances incidental thereto, as far as is reasonably practical, restore the Easement Area to its former level land condition. However, no guarantees are implied that after levelling subsequent subsidence will not occur and the City shall not be liable for any damage resulting therefrom provided such subsidence does not occur as a result of negligence on the part of the City.
- (i) The Grantor covenants not to:
 - (i) build, erect or maintain, nor permit or suffer to be built, erected or maintained on the Easement Area any building or structure;
 - (ii) carry out any work on the Easement Area which would or could prevent or hinder the exercise by the City of any of the rights herein granted; and
 - (iii) allow changes to the design or existing surface grades of the Easement Areawithout the prior written consent of the City.
- (j) The Grantor, in carrying out any work on the Easement Area, shall do so only in a proper manner and shall:
 - (i) cause or do as little damage to the Utilities and Easement Area as is reasonably possible; and
 - (ii) inconvenience the City as little as is reasonably possible.
- (k) Upon completion of any work by the Grantor, the Easement Area shall be restored to its former condition at the expense of the Grantor and to the reasonable satisfaction of the City, provided that the City reserves the right in the event of unsatisfactory repair to repair any damage done to any Utilities or the Easement Area and the Grantor shall reimburse the City for its reasonable expenses.
- (l) The Grantor covenants not to plant or maintain on the Easement Area, nor allow or suffer to be planted or maintained on the Easement Area, any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the City of any of the rights herein granted without the prior written consent of the City. In the event the Grantor fails to remove the same within thirty (30) days after receipt of notice in writing from the City requiring such removal, the City, in addition to any other right or remedy available to the City, shall have the right to do all things necessary to remove the same without any liability for damage and the Grantor shall forthwith pay to the City all costs, charges and expenses which the City may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times a charge upon and against the Lands.
- (m) The Grantor shall not do or knowingly permit to be done any act or thing which will interfere with or injure the Utilities and, in particular, shall not carry out or permit to be carried out blasting, excavation, drilling or the erection of any foundation, landscaping, fencing, building or any structure

on or adjacent to the Easement Area without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

- (n) The Grantor shall not do or knowingly permit to be done any act or thing which will interfere with the use of the Easement Area as an access corridor for vehicles, pedestrians, equipment and machinery to provide ingress to and egress from the Dominant Tenement by the City and all of the City's customers, clients, patrons, visitors, guests and invitees.
- (o) The Grantor agrees that the City shall have the right, without the consent of the Grantor, to grant permits or assign licenses to operators of one or more of the Utilities to construct, maintain and operate the Utilities.
- (p) The Grantor shall allow the City and all of the City's customers, clients, patrons, visitors, guests and invitees to enter upon the Easement Area without notice and shall not interfere in any way with nor prevent any such person from coming on the Easement Area, provided at all times that access to and exit from the Lands shall not be unreasonably obstructed.
- (q) Subject to the City observing and performing the covenants, terms and conditions on its part herein, the City may and shall hold and enjoy the easement herein granted without hindrance, molestation or interference on the part of the Grantor, and the Grantor, its agents, servants and all others authorized by the Grantor shall have and continue to have free access to the Easement Area and full use and enjoyment thereof subject to this Agreement.
- (r) The City shall, at all times hereafter, indemnify and save harmless the Grantor against all actions, causes of action, claims, debts, liabilities, dues, sums of money and demands incurred by the Grantor or that may be brought or made against the Grantor arising by reason of any act, omission or negligence of the City in the exercise or purported exercise of the rights and privileges of the easement hereby granted with the exception of any actions, causes of action, claims, debts, liabilities, dues, sums of money and demands arising from or in relation to the negligence or intentional acts of the Grantor or its agents, servants, employees, workers, contractors, subcontractors, permittees, licensees and officials. This indemnity shall include all reasonable costs and expenses incurred in defending any action brought against the Grantor, including legal fees and expenses taxed as special costs.
- (s) The Grantor shall, at all times hereafter, indemnify and save harmless the City against all actions, causes of action, claims, debts, liabilities, dues, sums of money and demands incurred by the City or that may be brought or made against the City arising by reason of any act, omission or negligence of the Grantor or its agents, servants, employees, workers, contractors, subcontractors, permittees, licensees and officials in relation to or affecting the Easement Area with the exception of any actions, causes of action, claims, debts, liabilities, dues, sums of money and demands arising from or in relation to the negligence or intentional acts of the City. This indemnity shall include all reasonable costs and expenses incurred in defending any action brought against the City, including legal fees and expenses taxed as special costs.

3. This Agreement shall run with the Lands.

4. No part of the fee of the Lands shall pass to or be vested in the City under or by these presents.

5. This Agreement and the land exchange agreement dated the ____ day of _____, 2016 between the City and the Grantor (the "Land Exchange Agreement") together constitute the entire agreement between the Parties with respect to the subject matter hereof and no representations or warranties have been made by the City to the Grantor save those contained herein and in the Land Exchange Agreement.

6. The City shall, with the consent of the Grantor, which consent will not be unreasonably withheld, have the

right to:

- (i) assign or sub-grant in whole or in part the easement created by this Agreement;
- (ii) assign to any person the right to use the Easement Area, in whole or in part; and
- (iii) assign to any person any of the rights granted to the City in this Agreement,

in accordance with the terms and conditions of this Agreement.

7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8. Any notice or consent in writing required or authorized to be given under this Agreement shall be sufficiently given if delivered to the Party by registered mail, postage prepaid, addressed as follows:

City Engineer
c/o City Hall
2121 - 2nd Avenue
Whitehorse, Yukon
Y1A 2C6

Property Management
Northwestel Inc.
Box 2727, 301 Lambert Street
Whitehorse, Yukon
Y1A 4Y4

9. Whenever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the Parties so require.

10. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

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

12. This Agreement shall be governed by and interpreted in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein.

13. This Agreement 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.

IN WITNESS WHEREOF the Parties have duly executed this Agreement under seal at the City of Whitehorse, in the Yukon Territory as of the day and year first above written.

THE CORPORATE SEAL of)
)
NORTHWESTEL INC.)
was hereunto affixed)
in the presence of:)
)
)
)
)
_____)
Ken Gibbons,)
Director of Finance)
)
)
)
)
)
)
_____)
Leslie McRae,)
Secretary)
)

c/s

THE CORPORATE SEAL of)
)
THE CITY OF WHITEHORSE)
was hereunto affixed)
in the presence of:)
)
)
)
)
_____)
Dan Curtis, Mayor)
)
)
)
)
)
_____)
Norma Felker,)
Assistant City Clerk)
)

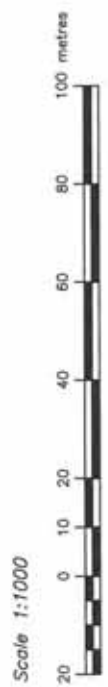
c/s

SCHEDULE "A"

ACCESS and UTILITY EASEMENT

WITHIN
LOT 1178, Quad 105 D/11
 (Plan 84261 CLSR, 2000-0219 LTO)

City of Whitehorse
YUKON



LEGEND:

- Bearings, distances and posts shown are derived from Plan 84261 CLSR, 2000-0219 LTO.
- Bearings are UTM Grid, UTM Zone 8.
- Distances are horizontal at general ground level and are expressed in metres.
- CL577 Posts shown thus
- Easements dealt with shown thus
- Area of Access and Utility Easement = 0.20 ha
- Width of Access and Utility Easement is 13.0 m unless shown otherwise.

CERTIFIED CORRECT:

March 17, 2016
 Date



Gabriel Arcoin
 Gabriel Arcoin, CLS



UNDERHILL GEOMATICS LTD.
 PROFESSIONAL LAND SURVEYORS
 WHITEHORSE, YUKON
 Job: 16016

