

CITY OF WHITEHORSE
REGULAR Council Meeting #2021-03

DATE: Monday, February 8, 2021
TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Stephen Roddick
Reserve Deputy Mayor Jocelyn Curteanu

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Minutes of regular council meeting dated January 25, 2021

DELEGATIONS

PUBLIC INPUT

STANDING COMMITTEE REPORTS

Corporate Services Committee – *Councillors Roddick and Curteanu*

Public Input Report – 2021 to 2023 Operating and Maintenance Budget
Budget Amendment and Contribution Agreement – Asphalt Surface Overlay
Amend Temporary Meeting Practices (COVID-19)
Quarterly Reports – For Information Only

City Planning Committee – *Councillors Hartland and Cabott*

Lease Agreement – Cold Beverage Vending Services at the Canada Games Centre
Public Input Report – Zoning Amendment – 1308 Centennial

City Operations Committee – *Councillors Cabott and Hartland*

Local Content Weighting – Proposals for Engineering Projects

Community Services Committee – *Councillors Boyd and Stick*

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

Development Services Committee – *Councillors Curteanu and Roddick*

NEW AND UNFINISHED BUSINESS

BYLAWS

2021-04	Umbrella Grant Bylaw for 2020	3 rd Reading
2021-07	Write Off Uncollectible Accounts	3 rd Reading
2021-08	Lease Agreement – KBL Special Waste Transfer Station	3 rd Reading
2021-12	Council Procedures Bylaw	3 rd Reading
2020-34	Zoning Amendment – 1308 Centennial Street	2 nd & 3 rd Reading
2021-01	Operating Budget for 2021 to 2023	2 nd & 3 rd Reading
2021-02	Tax Levy for 2021	2 nd & 3 rd Reading
2021-03	Fees and Charges Amendment – Budget Changes	2 nd & 3 rd Reading
2021-15	Lease Agreement – Cold Beverage Vending – CGC	1 st & 2 nd Reading

ADJOURNMENT

MINUTES of **REGULAR** Meeting #2021-02 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, January 25, 2021, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Dan Boyd
Laura Cabott
Samson Hartland
Stephen Roddick
Jan Stick

ABSENT Councillor Jocelyn Curteanu

ALSO PRESENT: City Manager Linda Rapp
Director of Community and Recreation Services Jeff O'Farrell
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Director of Infrastructure and Operations Peter O'Blenes
Manager of Legislative Services Catherine Constable

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

CALL TO ORDER

2021-02-01

It was duly moved and seconded
THAT the agenda be adopted as amended with the change being the
addition of a delegate submission from Keith Lay with respect to the
proposed new Procedures Bylaw.

AGENDA

Carried Unanimously

2021-02-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated January 11, 2021
be adopted as presented.

MINUTES

January 11, 2021

Carried Unanimously

DELEGATE SUBMISSIONS

Keith Lay submitted comments and suggestions with respect to the proposed new Council Procedures Bylaw. In addition to suggestions regarding specific sections of the delegations portion of the bylaw, Mr. Lay also suggested that council consider adding a section that allows a continuation of procedures adopted for the COVID-19 pandemic. He stated that allowing for written submissions to be read into the record by a staff person on an on-going basis would be of significant benefit to persons unable to attend in person or reluctant to do so due to the fact that the meetings are live-streamed and broadcast.

PUBLIC INPUT SESSION

2021 to 2023 Operating
and Maintenance Budget

PUBLIC INPUT SESSION

Mayor Curtis advised that, since the meeting is closed to in-person public participation due to the COVID-19 pandemic, council will rely on written submissions with respect to the 2021 to 2023 operating and maintenance budget.

PUBLIC INPUT SESSION
2021 to 2023 Operating
and Maintenance Budget

No written submissions were received with respect to this bylaw.

No Submissions

Mayor Curtis declared the public input session closed and advised that a report will come forward to the standing committee meeting on February 1, 2021.

Public Input Closed

COMMITTEE REPORTS

Corporate Services Committee

Delegate submissions from Yukon Energy, Solvest Inc., and Chu Niiqwan Development asked for an opportunity to meet with council and senior management to discuss the development of renewable energy projects in the City. The submissions noted that renewable energy projects require an enabling and supportive structure to fit into that currently does not exist in Whitehorse.

INCENTIVES FOR
RENEWABLE ENERGY
PROJECTS

All three submissions suggested that a new taxable classification is necessary, and that incentives for renewable energy projects will help the City reach its climate change objectives and reduce emissions.

For Information Only

The city manager advised that administration will explore options for organizing a meeting to discuss the issues raised.

2021-02-03

It was duly moved and seconded
THAT Bylaw 2021-04, a bylaw to authorize the allocation of various grants for the year 2020, be brought forward for consideration under the bylaw process.

BRING FORWARD
2020 UMBRELLA
GRANT BYLAW

Carried Unanimously

2021-02-04

It was duly moved and seconded
THAT Bylaw 2021-07, a bylaw to authorize the write-off of uncollectible accounts, be brought forward for consideration under the bylaw process.

BRING FORWARD
WRITE-OFF BYLAW
(Uncollectible Accounts)

Carried Unanimously

2021-02-05

It was duly moved and seconded
THAT Council Procedures Bylaw 2021-12 be brought forward for
consideration under the bylaw process.

BRING FORWARD
NEW COUNCIL
PROCEDURES BYLAW

Carried Unanimously

Council members noted that the changes incorporated in the proposed
bylaw were reviewed and discussed during the development process.
Support was expressed for bringing the bylaw forward as written for
consideration under the bylaw process. It was requested that
administration provide further details on concerns raised by the public
before the bylaw is given third reading.

Discussion

City Planning Committee

2021-02-06

It was duly moved and seconded
THAT the Conditional Use application be approved to allow for an
office on the ground floor and more than 50% of gross floor area at
Unit 6, 151 Industrial Road in Marwell.

APPROVE CONDITIONAL
USE APPLICATION
#6 – 151 Industrial Road

Carried Unanimously

2021-02-07

It was duly moved and seconded
THAT Bylaw 2021-11, a bylaw to amend the zoning at 410 Cook Street
in the downtown area by reducing the minimum parking requirements
to allow for the development of a micro-unit housing project, be
brought forward for consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT
410 Cook Street

Carried Unanimously

Various members of council noted that they are interested in hearing
from the public on this issue, especially with respect to potential parking
impacts in the neighbourhood.

Discussion

2021-02-08

It was duly moved and seconded
THAT Bylaw 2021-08, a bylaw to authorize a lease agreement with
KBL Environmental Ltd. for the operation of the special waste transfer
station at the City’s Waste Management Facility, be brought forward
for consideration under the bylaw process.

BRING FORWARD
LEASE AGREEMENT
Special Waste
Transfer Station

Carried Unanimously

City Operations Committee

2021-02-09

It was duly moved and seconded
THAT administration be authorized to set the weighting for local content at zero points in the request for proposals to be issued for consultant services for the preparation of a final report and design specifications for the Selkirk Pump House Second Barrier Treatment project.

LOCAL CONTENT
WEIGHTING FOR RFP
Selkirk Pump House 2nd
Barrier Treatment Project

Carried (5 – 1)

In response to concerns raised by members of council, administration advised that requirements for local content are included in the request for proposals being prepared for this project. The proposed weighting for the evaluation process is in response to the fact that the specific engineering expertise required for this project is expected to be available only in firms located outside of the territory.

Discussion

Administration advised that there will be an opportunity for local firms to partner with a national or provincial office to provide the expertise necessary to complete the work. It was noted that the price for proposals could be negatively impacted if the local content requirements meant that an employee from a firm located outside of the territory would have to be relocated to Whitehorse for the duration of the contract.

IN FAVOUR Mayor Curtis, Councillors Boyd, Hartland, Roddick and
Stick
OPPOSED Councillor Cabott

Recorded Vote

2021-02-10

It was duly moved and seconded
THAT administration be authorized to commence procurement for the 2021 Asphalt Surface Overlay project.

AUTHORIZE
PROCUREMENT
Asphalt Surface Overlay

Carried Unanimously

Community Services Committee

2021-02-11

It was duly moved and seconded
THAT Council Resolution 2019-23-05, authorizing administration to award a contract for Transit Real-time Passenger Information and Electronic Payment Systems, be rescinded.

RESCIND CONTRACT
AWARD RESOLUTION
Transit Systems

Carried Unanimously

Public Health and Safety Committee

A committee member advised that requests have been received for dedicated seniors-only parking close to the entrance of the Canada Games Centre. The requested parking spaces would be in addition to the disability spaces already assigned, but the requests note that seniors who are not disabled are still at considerable risk of injury in the event of a fall. Administration advised that the request will be considered, but there are challenges with an age-based policy.

PARKING ISSUES AT THE
GAMES CENTRE
For Information Only

Administration advised that discussions on the issue have begun. Enhancements to the parking lot at the Canada Games Centre are planned for this summer, and this could lead to arrangements for seniors similar to the parking already in place for parents with children.

Discussion

It was noted that January is National Crime Stoppers Month. Crime Stoppers is a community, media and police co-operative program operated by volunteers and designed to involve the public in the fight against of crime. Whitehorse citizens are encouraged to check out the Crime Stoppers website for information on the program and on issues for which the RCMP is seeking public assistance.

CRIME STOPPERS
For Information Only

Development Services Committee

There was no report from the Development Services Committee.

No Report

BYLAWS

2021-02-12

It was duly moved and seconded THAT Bylaw 2021-05, a bylaw to amend the 2020 to 2023 capital budget to authorize expenditures that vary from the approved capital expenditure program, having been read a first and second time, now be given third reading.

BYLAW 2021-05

UMBRELLA CAPITAL
BUDGET AMENDMENT
THIRD READING

Carried Unanimously

2021-02-13

It was duly moved and seconded THAT Bylaw 2021-06, a bylaw to amend the 2020 to 2022 operating and maintenance budget to authorize expenditures that vary from the approved operating expenditure program, having been read a first and second time, now be given third reading.

BYLAW 2021-06

UMBRELLA OPERATING
BUDGET AMENDMENT
THIRD READING

Carried Unanimously

2021-02-14

It was duly moved and seconded
THAT Bylaw 2020-14, a bylaw to authorize an agreement for the lease of office space at 6-151 Industrial Road, be given second reading.

Carried Unanimously

BYLAW 2020-14

LEASE AGREEMENT
#6 – 151 Industrial Road
SECOND READING

2021-02-15

It was duly moved and seconded
THAT Bylaw 2020-14, a bylaw to authorize an agreement for the lease of office space at 6-151 Industrial Road for a three- year period, having been read a first and second time, now be given third reading.

Carried Unanimously

BYLAW 2020-14

LEASE AGREEMENT
#6 – 151 Industrial Road
THIRD READING

2021-02-16

It was duly moved and seconded
THAT Bylaw 2021-04, a bylaw to authorize the allocation of various grants for the year 2020, be given first reading.

Carried Unanimously

BYLAW 2021-04

UMBRELLA GRANT
BYLAW FOR 2020
FIRST READING

2021-02-17

It was duly moved and seconded
THAT Bylaw 2021-04 be given second reading.

Carried Unanimously

BYLAW 2021-04

SECOND READING

2021-02-18

It was duly moved and seconded
THAT Bylaw 2021-07, a bylaw to authorize the write-off of uncollectible accounts, be given first reading.

Carried Unanimously

BYLAW 2021-07

WRITE OFF BYLAW
(Uncollectible Accounts)
FIRST READING

2021-02-19

It was duly moved and seconded
THAT Bylaw 2021-07 be given second reading.

Carried Unanimously

BYLAW 2021-07

SECOND READING

2021-02-20

It was duly moved and seconded
THAT Bylaw 2021-08, a bylaw to authorize a lease agreement with KBL Environmental Ltd. for the operation of the special waste transfer station at the Waste Management Facility, be given first reading.

Carried Unanimously

BYLAW 2021-08

LEASE AGREEMENT
(KBL – Special Waste
Transfer Station
FIRST READING

2021-02-21

It was duly moved and seconded
THAT Bylaw 2021-08 be given second reading.

Carried Unanimously

BYLAW 2021-08
SECOND READING

2021-02-22

It was duly moved and seconded
THAT Bylaw 2021-12, a bylaw to provide rules governing council
procedures, be given first reading.

Carried Unanimously

BYLAW 2021-12
COUNCIL PROCEDURES
FIRST READING

2021-02-23

It was duly moved and seconded
THAT Bylaw 2021-12 be given second reading.

Carried Unanimously

BYLAW 2021-12
SECOND READING

2021-02-24

It was duly moved and seconded
THAT Bylaw 2021-11, a bylaw to amend the zoning at 410 Cook Street
by reducing the parking requirements to allow for the development of
affordable micro-unit rental housing in the downtown area, be given first
reading.

Carried Unanimously

BYLAW 2021-11
ZONING AMENDMENT
410 Cook Street
FIRST READING

There being no further business, the meeting adjourned at 6:50 p.m.

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ADJOURNMENT



Minutes of the meeting of the Corporate Services Committee

Date	February 1, 2021	2021-03
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Stephen Roddick – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Taylor Eshpeter, Manager of Engineering Services Brittany Dixon, Acting Manager of Financial Services Catherine Constable, Manager of Legislative Services	

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

1. Report on Public Input – 2021 to 2023 Operating and Maintenance Budget

Following presentation of the operating budget on January 11, 2021, the proposed budget was posted on the City’s website. Due to COVID-19, printed packages were not supplied this year. Requests for public input were advertised weekly in local newspapers and promoted on social media.

There were no presentations from delegates at the public input session and no written submissions were received prior to the deadline.

The recommendation of the Corporate Services Committee is

THAT Bylaw 2021-01, a bylaw to adopt the 2021 operating and maintenance budget and the 2022 and 2023 provisional budgets, be brought forward for second and third reading under the bylaw process; and

THAT the associated Tax Levy Bylaw 2021-02 and Fees and Charges Amendment Bylaw 2021-03 be brought forward for second and third reading under the bylaw process.

2. Budget Amendment and Contribution Agreement – Asphalt Overlay Project

The 2020 asphalt overlay project includes an overlay of the road surface on either side of the Alaska Highway between the Two Mile Hill and Hamilton Boulevard. The Government of Yukon has expressed an interest in having the City include a portion of the highway in the project. This collaboration will result in project efficiencies for both parties and a cost saving for the Yukon government. An agreement has been negotiated to include the Alaska Highway right-of-way in the overlay project, with the Government of Yukon covering the actual costs of the additional work. A budget amendment is required due to the increased scope of the project.

The recommendation of the Corporate Services Committee is

THAT the 2021 to 2024 capital expenditure plan be amended by increasing the 2021 asphalt surface overlay project in the amount of \$210,000.00, not including GST, funded by a contribution agreement with the Government of Yukon to cover the costs of additional work within the Alaska Highway right-of-way; and

THAT the mayor be authorized to sign the contribution agreement with the Government of Yukon with respect to the additional work within the Alaska Highway right-of-way and the responsibilities for the costs associated with the additional work.

3. Amend Temporary Meeting Practices (COVID-19)

The City adopted temporary meeting practices to deal with the COVID-19 pandemic that included closing the meetings to in-person participation by the public. As part of the temporary measures put in place, persons wishing to address council were required to submit their presentations in writing in advance of the meeting, with such submissions being read into the record by administration.

A method has now been identified that will allow delegates to participate remotely through an audio-only platform that ties into the systems in council chambers. This platform will allow delegates to make their presentations remotely and respond to questions raised by members of council. The presentations will be audible to the captions providers, the live-stream audience and the TV broadcast, and will be included in the closed captions.

Delegates will be required to register in advance by no later than noon on meeting day, and to call in to the meeting by no later than 5:20 p.m. in order to be heard. The temporary measures adopted for the duration of the pandemic need to be amended to include the proposed changes.

In response to questions raised, administration confirmed that the amended procedures as currently drafted do not include a continuation of the practice that allows written submissions to be read into the record by administration.

The recommendation of the Corporate Services Committee is

THAT the temporary practices adopted for the conduct of standing committee and regular and special council meetings during the public health emergency be amended as presented.

4. Quarterly Reports – For Information Only

Key progress reports were received for the period October through December 2020 on the council priorities of environmental stewardship, transportation, infrastructure renewal, public safety, and housing.

Anticipated focus reports for the period of January through March 2021 were received from all departments in the Community and Recreation Services, Corporate Services, Development Services, and Infrastructure and Operations divisions.

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Minutes of the meeting of the City Planning Committee

Date	February 1, 2021	2021-03
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu – Electronic Participation Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Krista Mroz, Manager of Recreation and Facility Services Sidharth Agarwal, Planner	

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

1. Lease Agreement – Cold Beverage Vending Services at the CGC

In response to a request for proposals issued, only one proposal was received for the provision of cold beverage vending services at the Canada Games Centre. An internal review committee agreed that the proposal meets the requirements to perform the services.

A lease agreement has been negotiated for a two-year period with an option for renewal.

The recommendation of the City Planning Committee is

THAT Bylaw 2021-15, a bylaw to authorize a lease agreement with Whitehorse Beverages to provide cold vending services at the Canada Games Centre, be brought forward for consideration under the bylaw process.

2. Public Hearing Report – Zoning Amendment – 1308 Centennial Street

The owner of 1308 Centennial Street has applied to amend the zoning of the property to allow for the construction of an eight-unit multi-family development. The current zoning is Residential Single Detached, which does not permit multiple family housing. The property is adjacent to 1306 Centennial Street, which was rezoned in 2019 to allow multi-residential development for which both the height and the density were restricted. Administration is recommending the same restricted zoning for this development.

Two submissions were received for the public hearing, both expressing concerns and opposition to the proposed development. In addition to general opposition to spot zoning and the increasing density of the neighbourhood, the issues raised included a loss of privacy for neighbouring properties, traffic and parking issues, and light pollution. The proponent will be required to provide a vegetative buffer between the development and any single-family residential uses. Lighting placement and landscaping options can be addressed during the development permit stage to mitigate potential impacts on neighbouring properties.

The recommendation of the City Planning Committee is

THAT Bylaw 2020-34, a bylaw to amend the zoning at 1308 Centennial Street in the Porter Creek neighbourhood to allow for the development of an eight-unit multiple residential complex, be brought forward for second and third reading under the bylaw process.

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Minutes of the meeting of the City Operations Committee

Date	February 1, 2021	2021-03
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Laura Cabott – Chair Councillor Samson Hartland – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu – Electronic Participation Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Taylor Eshpeter, Manager of Engineering Services	

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

1. Local Content Weighting – Proposals for Engineering Projects

The City is preparing to issue requests for proposals for engineering consulting services for eight projects. Although the nature of the work varies from project to project, all of them are similar in nature. Six of the seven projects will benefit from a value-driven approach for the procurement, meaning that the evaluation criteria for the technical aspects of the proposals will be given more weight, with price points being set at the bottom of the allowable range.

For the groundwater monitoring well installation project, the methodology of work will follow a prescribed specification, and the price will be given a higher weighting.

For all of these procurements, the local engineering community possesses the expertise and capacity to undertake the work. Administration believes that a weighting of ten points for local content will encourage potential proponents to utilize local expertise and sub-consultants for each of these projects.

The recommendation of the City Operations Committee is

THAT administration be authorized to set the weighting for local content at ten points in the requests for proposals to be issued for consulting services for the following eight projects:

City-Wide Water and Sewer Study

Utility Stations and Force Main Condition Assessment

Range Road South Lift Station

McIntyre Drive Traffic Calming

Snow Dump Management Plan

Groundwater Monitoring Well Installations

Utility Bylaws Update

2023-2033 Solid Waste Management Plan



Minutes of the meeting of the Community Services Committee

Date	February 1, 2021	2021-03
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd – Chair Councillor Jan Stick – Vice-Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland Councillor Stephen Roddick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

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



Minutes of the meeting of the Public Health and Safety Committee

Date	February 1, 2021	2021-03
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jan Stick – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland Councillor Stephen Roddick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

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

1. Issues of Taxi Safety – For Information Only

In response to questions raised with respect to taxi safety issues reported in local media, administration reviewed some of the safety requirements established in the Vehicle for Hire Bylaw and the penalties for non-compliance. It was noted that this particular bylaw is one of the most detailed bylaws currently in place in the City. It was developed in 2018 after considerable consultation and collaboration with women’s advocacy groups, and includes significant fines for non-compliance.

Administration stated that the City takes passenger safety very seriously and noted that Bylaw Services works collaboratively with the RCMP to do spot checks and inspections to ensure compliance with the bylaw. Although no complaints have been filed with City regarding the issues reported in the media, administration has reached out to various women’s groups since the articles appeared.

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Minutes of the meeting of the Development Services Committee

Date	February 1, 2021	2021-03
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Stephen Roddick – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu – Electronic Participation Councillor Samson Hartland Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

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

1. Fire Smart Project in the Mary Lake Area – For Information Only

In response to questions raised, administration advised that the fuel abatement project in the Mary Lake area is being done by the Yukon government in collaboration with City crews. The work commenced without a plan in place to mitigate local impacts. The City’s trail plan coordinator is working with Yukon staff to ensure that future projects will avoid these issues, and efforts will be made to provide alternative trails.

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CITY OF WHITEHORSE

BYLAW 2021-04

A bylaw to authorize the allocation of various grants for the year 2020

WHEREAS section 245 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw provide grants to any person, institution, association, group, government or body of any kind; and

WHEREAS in 1996 council adopted a process that approves a variety of grants by council resolution throughout the year and subsequently authorizes these grants by way of an umbrella bylaw at year end;

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

1. Community Clean-up Grants, Core Funding Grants, Development Incentive Grants, Environmental Fund Grants, Festival and Special Event Grants, Miscellaneous Donations and Grants, and three categories of Recreation Grants are hereby authorized as outlined in Appendix "A" attached hereto and forming part of this bylaw.
2. Council may by resolution withhold the payment of any grant authorized under section 1 of this bylaw if the recipient fails to adhere to any terms and conditions determined by council.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING: January 25, 2021

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

2020 Umbrella Grants Bylaw 2021-04
Appendix "A"

1. Community Clean-up grants in accordance with the provisions of the Community Clean-up Grant Policy are hereby authorized as follows:

Various Community Clean-up Grants	\$ <u>24,300.00</u>
Community Clean-up Grants Total	\$ 24,300.00

2. Core Funding grants in accordance with the City Grant-Making Policy are hereby authorized as follows:

Boys and Girls Club of Yukon	\$ 10,000.00
Youth of Today Society	10,000.00
Yukon Anti-Poverty Coalition	<u>10,000.00</u>
Core Funding Grants Total	\$ 30,000.00

3. Development Incentive grants in accordance with the provisions of the Housing Development Incentive Policy are hereby authorized as follows:

Various Development Incentive Grants	\$ <u>279,586.73</u>
Development Incentive Grants Total	\$ 279,586.73

4. Environmental Fund grants per resolution 2020-24-07 and in accordance with the provisions of the Environmental Grant Policy are hereby authorized as follows:

Copper Ridge Community Association	\$ 1,000.00
Crystal's Family Day Home	434.53
The Heart of Riverdale Community Centre Society	1,000.00
Leong, Leslie	1,000.00
Aurore Boreale	3,500.00
Morrison Hershfield	1,000.00
Selkirk Elementary School Council	<u>1,446.96</u>
Environmental Fund Grants Total	\$ 9,381.49

5. Festival and Special Event grants per council resolution 2019-20-04 are hereby authorized as follows:

All City Band Society	\$ 800.00
Chinese Canadian Association of Yukon	1,500.00
Heart of Riverdale Community Centre Society	6,000.00
• In Kind	623.30
Kwanlin Dun Cultural Society	4,000.00
Nakai Theatre Ensemble	2,500.00
Queer Yukon Society	3,200.00
Royal Canadian Legion Branch 254	5,000.00
• In Kind	3,071.00

2020 Umbrella Grants Bylaw 2021-04
Appendix "A"

.../continued

Festival and Special Event grants (continued)

Teenage Life and Young Adults International Society	\$	1,000.00
Yukon Anti-Poverty Coalition		1,000.00
Yukon Arts Centre		2,000.00
Yukon Film Society		5,000.00
• In Kind		1,260.00
Yukon First Nations Culture and Tourism		5,000.00
• In Kind		5,339.30
Yukon Literacy Coalition		1,000.00
• In Kind		140.40
Yukon Quest International Association (Canada)		6,000.00
• In Kind		6,407.00
Yukon Sourdough Rendezvous Society		6,000.00
• In Kind		<u>11,782.45</u>
Total Cash	\$	50,000.00
Total in Kind	\$	28,623.45
Festival and Special Events Grant Total	\$	78,623.45

6. Miscellaneous donations and grants in accordance with council resolutions 2020-23-03, 2020-23-06, 2020-25-17, 2020-25-16, 2020-17-08 and the provisions of the City Grant-making Policy are hereby authorized as follows:

Arctic Winter Games Related Donations	\$	11,592.56
Yukon Cares		777.38
Food for Fines Program		6,360.00
• In Kind		2,635.00
Borough Assembly of Haines, Alaska		5,000.00
Holiday donation – Staff directed		2,100.00
Firefighters Charitable Society		328.37
Softball Yukon		1,232.98
Yukon Anti-Poverty Coalition		<u>46,000.00</u>
Total Cash	\$	73,391.29
Total in Kind	\$	2,635.00
Miscellaneous Donations and Grants Total	\$	76,026.29

7. Recreation grants are hereby authorized as follows:

Category 1 Recreation Grants		
<u>Spring Granting Session</u> (Council Resolution 2020-11-03)		
Community Choir of Whitehorse Society	\$	6,300.00
Flatwater North		1,108.00
Freedom Trails Therapeutic Riding Association		3,500.00

2020 Umbrella Grants Bylaw 2021-04
Appendix "A"

.../continued

Recreation Grants – Spring Granting Session (continued)

Golden Age Society	\$ 8,000.00
Gwaandak Theatre Society	3,000.00
Heart of Riverdale Community Centre Society	12,000.00
Jazz Yukon	1,800.00
Larrikin Entertainment Ensemble	6,000.00
Music Yukon	8,000.00
Nakai Theatre	3,000.00
Special Olympics Yukon	1,500.00
Whitehorse Concerts	2,500.00
Yukon Conservation Society	4,500.00
Yukon Summer Music Camp	<u>7,000.00</u>
Spring Recreation Grants	\$ 68,208.00

Fall Granting Session (Council Resolution 2020-22-04)

Arctic Edge Skating Club	\$ 4,000.00
Canadian-Filipino Sports Association of Yukon	700.00
Chickadees Playschool Association	2,040.00
Fetal Alcohol Syndrome Society Yukon	6,000.00
Golden Age Society	2,340.00
Gwaandak Theatre Society	6,000.00
Inclusion Yukon	5,000.00
Learning Disabilities Association of Yukon	6,000.00
Mental Health Association of Yukon	2,100.00
Whitehorse Curling Club	1,500.00
Yukon Arts Society	6,000.00
Yukon Film Society	<u>5,000.00</u>
Fall Recreation Grants	\$ 46,680.00

Recreation Grants Category 1 Total **\$ 114,888.00**

Category 2: Recreation Facilities/Parks grants (Resolution 2020-11-03)

Biathlon Yukon	\$ 3,800.00
Friends of Mount Sima Society	10,000.00
Mountain View Golf Club	6,000.00
Special Olympics Yukon	800.00
Whitehorse Cross Country Ski Club	<u>10,000.00</u>
Recreation Grants Category 2 Total	\$ 30,600.00

2020 Umbrella Grants Bylaw 2021-04
Appendix "A"

Category 3: Arts/Cultural Facilities grants (Resolution 2020-11-03)	
Guild Society	\$ 7,950.00
Nlaye Ndasadaye Daycare Society	2,825.55
Yukon Arts Centre Corporation	7,800.00
Yukon Church Heritage Society	5,500.00
Yukon Conservation Society	850.00
Yukon Theatre for Young People Society	<u>9,000.00</u>
Recreation Grants Category 3 Total	\$ 33,925.55
Recreation Grant Total	\$ 179,413.55
2020 UMBRELLA GRANT TOTAL (Including In-Kind)	<u>\$ 677,331.51</u>

CITY OF WHITEHORSE

BYLAW 2021-07

A bylaw to authorize the write off of un-collectible accounts

WHEREAS section 233 of the *Municipal Act* (R.S.Y. 2002) provides for the cancellation of tax arrears where such taxes are not secured against land in the municipality and arrears of fees, penalties, municipal charges or interest charges; and

WHEREAS section 60 of the *Assessment and Taxation Act* provides for the discharge of certain taxes; and

WHEREAS it has been determined that certain debts outstanding to the account of the City of Whitehorse are un-collectible;

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

1. The debts hereinafter described are written off:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2019	Parking fines issued to Non Yukon license plates	\$ 20,225.00
2018	Erin Leigh Barrett	\$ 4,126.55
2017	Paula Dupuis	\$ 1,440.00
2017	Douglas Jeeves	\$ 88.90
2015	Telus	\$ 1,950.89
2008-2013	Uncollectible Bylaw Fines and Court Fees	\$ 263,385.15
2009	JWC Environmental	\$ 3,133.46
	<u>Total</u>	<u>\$294,349.95</u>

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

FIRST and SECOND READING: January 25, 2021

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

Write Off Uncollectible Accounts Bylaw 2021-07

Explanatory Notes:

A bylaw is required to write off un-collectible accounts. The accounts outlined in this bylaw are deemed un-collectible for the following reasons:

Non-Yukon Parking Fines

The City does not receive information as to the registered vehicle owners not licensed in the Yukon and therefore we have no recourse to collect these fines. Currently parking fines issued to non-Yukon license plates have a 50% collection rate. The fines included in this bylaw were issued in 2019.

Erin Leigh Barrett

This client had a repayment agreement in place but passed away in late 2018. Administration has been unsuccessful in collecting from her estate. The file was submitted to the collection agency in December 2019 and will remain active in collection until 2026 unless paid.

Paula Dupuis

The client breached the repayment agreement that was put in place in October 2017. This account was filed with the collection agency in November 2019 and will remain active in collection until 2026 unless paid.

Douglas Jeeves

This amount represents the finance charges remaining on account after the collection agency collected the principal amount due.

Telus

Due to an administrative error, the contract invoice for ice rink advertising was sent out late to Telus' corporate office instead of to the independent advertising agency that originally entered into the agreement with the City. The independent agent paid a portion of the advertising for the period during which they represented Telus. Telus' corporate office would not cover the remaining period as they did not enter into the advertising contract with the City.

Uncollectible bylaw fines and court fees

Collection of bylaw tickets is enabled via an agreement with Yukon Motor Vehicles (MV). MV has been refusing renewal of registration and licensing for owners with more than \$100 in parking fines. The fines included here are predominantly parking fines of \$25 plus \$30 court fee. The total value of fines presented covers a 5-year period from 2008 – 2013. Write off was delayed as both governments were working on system and process improvements that may have impacted collectability during this period. Given the age of these debts we are required to write these off under Generally Accepted Accounting Principles.

JWC Environmental

Administration has been unable to find supporting documentation for a credit balance owing to the City on the vendor account for JWC Environmental. The credit pre-dates 2009 and the vendor has since been acquired by a new firm. Without the appropriate documentation to claim the credit, the City does not have further recourse in recouping this loss.

CITY OF WHITEHORSE

BYLAW 2021-08

A bylaw to authorize a lease agreement with respect to a special waste transfer station at the City of Whitehorse Waste Management Facility.

WHEREAS section 265 of the *Municipal Act* (2015) provides that council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS it is deemed desirable to enter into an agreement with 6169 NWT Ltd. for the lease of a parcel of land at the City of Whitehorse Waste Management Facility for the operation of a Special Waste Transfer Station for a five-year term from February 1, 2021 to and including January 31, 2026, with an option for renewal for one further five-year term;

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

1. The City of Whitehorse is hereby authorized to enter into a five-year lease agreement with 6169 NWT Ltd. with an option for renewal for one further five-year term with respect to a portion of Lot 1166, Quad 105 D/11, Plan 2000-0042 LTO, in the City of Whitehorse, comprising approximately 0.5 hectares in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall be deemed to have been in full force and effect on and from the 1st day of February, 2021.

FIRST and SECOND READING: January 25, 2021

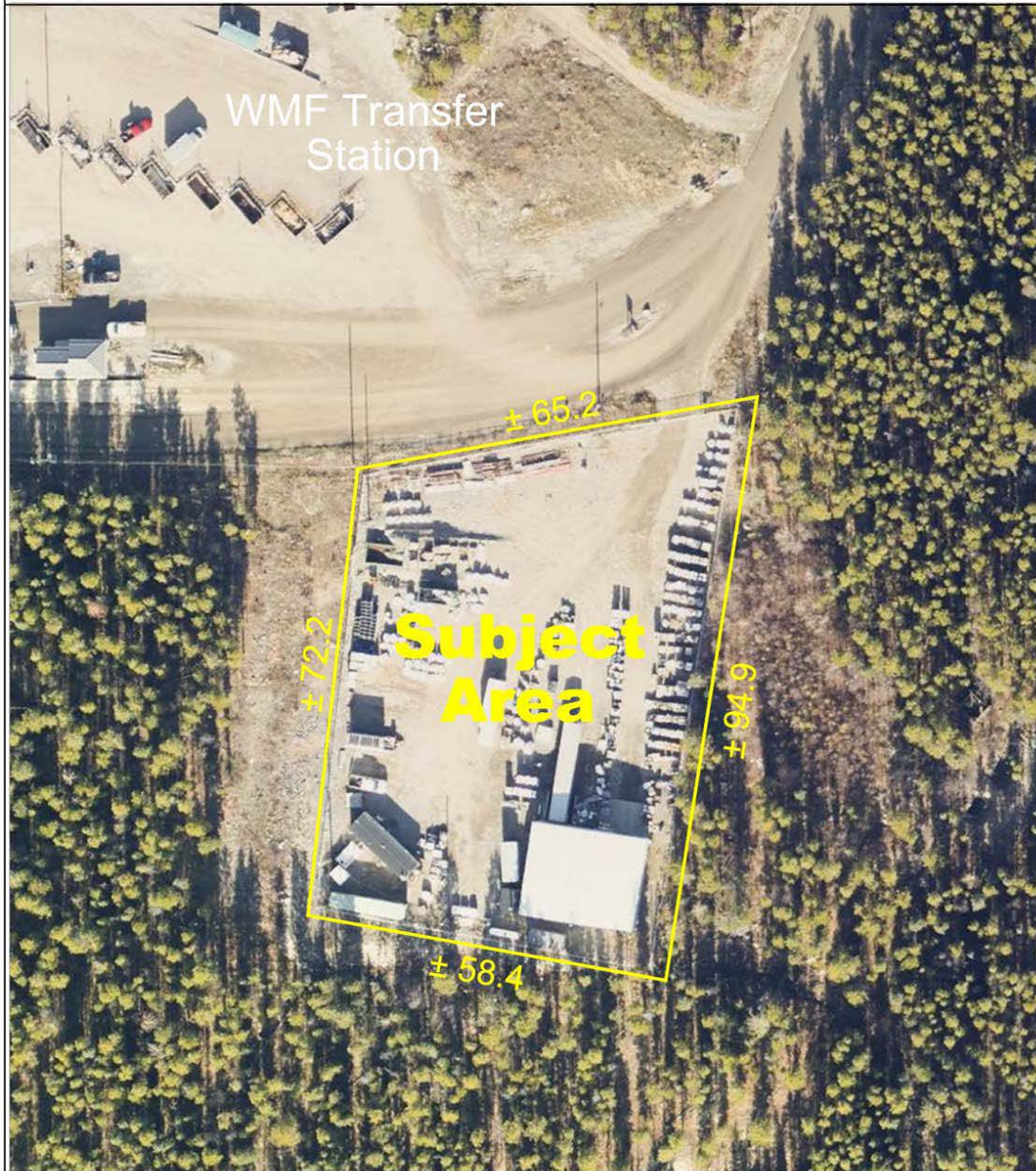
THIRD READING and ADOPTION:

Mayor

Assistant City Clerk




CITY OF WHITEHORSE
BYLAW 2021-08
APPENDIX 'A'



BYLAW 2021-0

A bylaw to authorize a lease agreement with 6169 NWT Ltd. (KBL Environmental Ltd.) for a 0.5 ha parcel within the City's Waste Management Facility (Lot 1166, Quad 105 D/11, Plan 2000-0042 LTO).

LEGEND

 SUBJECT AREA

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

THIS LEASE AGREEMENT, made the _____ day of _____, 2021 in triplicate, to be effective as of and from the **1st day of February, 2021.**

BETWEEN:

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

AND:

6169 NWT Ltd., a corporation duly incorporated pursuant to the laws of the Yukon Territory
(the "Tenant")

WHEREAS:

- A. The Landlord is the owner of the Lands as described in paragraph 1.1 herein;
and
- B. The Tenant desires to lease the Lands for the purpose of collection and short-term storage of hazardous waste from the public and transfer of said waste to off-site treatment and/or disposal, in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

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

- (a) Portion of Lot 1166, Quad 105 D/11, Plan 2000-0042 LTO, City of Whitehorse, Yukon Territory, comprising approximately 0.5 hectares and shown outlined in yellow on the sketch attached hereto as Schedule "A".

(hereinafter referred to as the "Lands")

1.2 Term

To have and to hold the Lands and all improvements located thereon, for and during the term of this Lease for a period of five (5) years, commencing on the 1st day of February, 2021 to and including the 31st day of January, 2026.

1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of ten thousand, seven hundred and fifty dollars (\$10,750.00) per year, plus Goods and Services Tax ("GST"), of lawful money of Canada to be paid in advance on or before February 1st of each year during the term hereof.

1.4 Property Taxes

The Tenant shall be responsible for all real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Lands and Premises. In addition, any capital improvements which are undertaken at the request of the Tenant and which are constructed by the Landlord on the condition that the capital improvements be paid for by way of local improvement taxes, shall be paid by the Tenant.

1.5 Additional Rent

The Tenant shall pay to the Landlord as additional rent, the following:

- (a) *Insurance* - The cost of all insurance premiums paid for by the Landlord in the event that the Tenant does not pay the premiums of insurance as required by Section 7 herein; and
- (b) *Utilities* - All rates and charges for utilities that are not billed separately to the Tenant and that are paid for by the Landlord;

(collectively referred to as "Additional Rent").

1.6 Payment of Additional Rent

The Tenant shall pay the amount of Additional Rent as the Landlord bills to the Tenant from time to time.

1.7 Carefree Lease

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

2. Option to Renew**2.1 *Notice***

If the Tenant duly and regularly pays the rent hereunder and performs all and every of the covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord shall, upon the written request of the Tenant made not less than ninety (90) days prior to the expiration of the term hereof, grant to the Tenant a renewal of this Lease for a further five (5) year term, and at a rent determined pursuant to this section.

2.2 *Rent*

The rent for such renewal lease shall be based on the fair market value of the Lands and calculated in accordance with the Landlord's Lease, Encroachment and Property Use Policy, as of the date of renewal, having regard to the rate being charged for new leases of similar lands in the City of Whitehorse, but without reference to the Premises. Notwithstanding the forgoing, the rent to be paid for the renewal term shall not be less than \$10,750.00 per year plus GST.

2.3 *Arbitration*

If the parties fail to agree upon the rent for the renewal lease, at least 60 days before the expiration of the original term hereof, then the determination of the rent shall be referred to a board of 3 arbitrators, one to be appointed by each of the Landlord and Tenant and the third to be appointed by the first two arbitrators named. If either party refuses or neglects to appoint an arbitrator within 10 days after the other has served a written notice upon the party so refusing or neglecting, the arbitrator first appointed shall, at the request of the party appointing him, proceed to determine such rent, as if he were a single arbitrator appointed by both the Landlord and Tenant. If two arbitrators are appointed within the time prescribed and they do not agree within 10 days from the date of appointment of the second arbitrator upon the appointment of the third arbitrator, then upon the application of either the Landlord or Tenant, the third arbitrator shall be appointed by a Judge of the Supreme Court of the Yukon Territory. The determination of the majority of the arbitrators or of the single arbitrator, as the case may be, of the rent determined in accordance with the principles set out in paragraphs 2.1 and 2.2 hereof, shall be final and binding upon the Landlord and Tenant and their respective successors and assigns. The expense of the arbitration shall be borne equally by the Landlord and Tenant. The provisions of this paragraph shall be deemed to be a submission to arbitration within the provisions of the Arbitration Act except that any limitation on the remuneration of the arbitrators imposed by such legislation shall not be applicable.

2.4 Renewal Terms

The renewal lease shall contain the same terms, provisos, covenants, and agreements herein contained except the rental amount, and excluding this section.

3. Covenants of Tenant

3.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease.
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands and Premises, with appurtenances and all fixtures, in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees.
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands and Premises to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant at the Premises, the Tenant shall well and sufficiently repair and make good according to such notice within 15 days from the date on which such notice was delivered to the Tenant, subject to the Tenant Repair Exceptions.
- (d) *Care of Lands and Premises* - The Tenant shall take good care of the Lands and Premises and keep the same in a safe and tidy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this Lease to keep the Lands and Premises in such condition and in compliance with all laws governing hazardous substances, including the storage and handling thereof.
- (e) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld.

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

- (f) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than for the purpose of collecting Hazardous Substances from the public and the short term storage thereof for transport off site for processing or disposal, and those activities normally incidental to such a business.
- (g) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing on the Lands and Premises which may render void or voidable or conflict with the requirements of any policy of insurance, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant.
- (h) *Compliance with Regulations* - The Tenant shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands and Premises including but not limited to an approved special waste transfer station (the "Station"), which Station shall be approved by all governmental and regulatory authorities having jurisdiction.
- (i) *Fixtures* – Subject to section 10.3 hereof, all alterations, additions, improvements and fixtures to, in or upon the Lands and Premises including everything attached to any part of the Lands and Premises including the Tenant's trade fixtures, machinery, plant and equipment shall become the property of the Landlord and shall remain on the Lands and Premises upon the expiration of this Lease subject to such exceptions that the Landlord may consent to in writing.
- (j) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands and Premises any goods, chattels or fixtures moved into the Lands and Premises, except in the normal course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid.
- (k) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord.
- (l) *Fencing* - The Tenant shall construct and maintain a fence around the perimeter of the Lands to such specification as is required by the Landlord.
- (m) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord.

- (n) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times.
- (o) *Vacant Possession* – Subject to section 10.3 hereof, the Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises in the condition required herein.

4. Covenants of Landlord

4.1 *Quiet Enjoyment*

The Landlord covenants that the Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

4.2 *Road Access*

The Landlord shall provide access to the Lands through the road outlined in bold line on the plan in Schedule "A" (the "Road"). The Landlord shall maintain the Road and ensure the Tenant has reasonable access to the Lands during the term of this Lease.

5. Rights and Remedies of the Landlord

5.1 *Re-entry*

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and Premises and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Landlord re-enters the Lands and

Premises by reason of the default of the Tenant prior to the expiry of the term of this lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands and Premises during the remainder of the term after deducting the Landlord's costs of re-letting the Lands and Premises.

5.2 *Right of Termination*

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

5.3 *Bankruptcy*

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

5.4 *Distress*

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

5.5 *Non-waiver*

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

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

5.6 Landlord's Right to Perform

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

5.7 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 4% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

6. Indemnification**6.1 Indemnity by Tenant**

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

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

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

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

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

6.2 Indemnity by Landlord

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

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

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

6.3 Landlord Unable to Perform

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

6.4 Condition of Lands

The Tenant will examine the Lands before taking possession thereof under this Lease and unless the Tenant has furnished the Landlord with notice in writing specifying any defects in the condition of the Lands, the Tenant shall conclusively be deemed to have examined the Lands and to have found the Lands in good order and satisfactory condition. The Tenant acknowledges that there are no promises, representations or undertakings by the Landlord as to any alterations, remodeling or decorating of the Lands or installation of equipment, buildings or fixtures.

6.5 Relief of Landlord on Sale

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

7. Insurance**7.1 Liability Insurance.**

The Tenant shall provide and maintain in such form and to such extent and with such companies as the Landlord may require, public liability insurance for the protection against any claims in any way relating to the Lands and Premises, in which public liability insurance both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be canceled without at least 30 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

within 10 days prior to the expiration of any such policy. Without limiting the generality of the foregoing or affecting the right of the Landlord to require the policy limits to be increased, the Tenant shall procure and keep in force during the term of this Lease, public liability insurance in the minimum amount of \$5,000,000.00 per occurrence, vehicle liability insurance in the minimum amount of \$2,000,000.00 per occurrence and Environmental Impairment Insurance in the minimum amount of \$2,000,000.00 per occurrence.

8. Hazardous Substances

8.1 Definitions – For the purpose of this lease, the following terms shall have the following meanings:

- (a) "Hazardous Substance" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (1) radioactive materials;
 - (2) explosives, excluding lawfully possessed ammunition;
 - (3) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - (4) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property;
 - (iii) causes damage to plant life or to property;
 - (5) toxic substances; or
 - (6) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands and Premises.
- (b) "Environment" includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water), and water (including oceans, lakes, rivers, streams, ground water, and surface water);
- (c) "Environmental Laws" means any and all statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any federal, provincial, municipal, or other governmental authority having jurisdiction

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

over the Lands and Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity; and

- (d) "Release" includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.

8.2 Representations and Warranties

- (a) The Tenant and the Landlord represent and warrant to each other and acknowledge that the other party is relying on such representations and warranties in entering into this lease, that as of the date of this Lease except as disclosed to the other party in writing, neither party is nor has ever been, subject to any charge, conviction, notice of defect or noncompliance, work order, pollution abatement order, remediation order, or any other order or proceeding under any Environmental Laws relating to the Lands and Premises.
- (b) The Tenant represents and warrants to the Landlord and acknowledges that the Landlord is relying on such representations and warranties in entering into this lease, that except as disclosed to and approved in writing by the Landlord, the Tenant's business at the Lands and Premises does not involve the sale, manufacture, disposal, treatment, generation, use, refinement, processing, production, remediation or Release into the Environment of any Hazardous Substance. The Tenant shall maintain a manifest of Hazardous Substances handled or stored on the Lands and Premises for inspection by the Landlord at the Landlord's request in writing.

8.3 Indemnity by Landlord

With respect to any environmental contamination that occurred prior to the commencement of the Tenant's occupation of the Lands under the term of this Lease or any prior Lease of the Lands, the Landlord shall indemnify and save harmless the Tenant and its directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties, and expenses whatsoever (including without limitation the full amount of all legal and consultants' fees and expenses and the costs of removal, treatment, storage, and disposal of Hazardous Substances and remediation of the Lands and Premises and any adjacent property) which may be paid by, incurred by, or asserted against the Tenant or its directors, officers, employees, agents, successors, or assigns, arising from or in connection with any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws.

8.4 Indemnity by Tenant

With respect to any environmental contamination that occurs after the commencement of the Tenant's occupation of the Lands under the term of this Lease or any prior Lease of the Lands, the Tenant shall indemnify and save harmless the Landlord and its council members, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties, and expenses whatsoever (including without limitation the full amount of all legal and consultants' fees and expenses and the costs of removal, treatment, storage, and disposal of Hazardous Substances and remediation of the Lands and Premises and any adjacent property) which may be paid by, incurred by, or asserted against the Landlord or its council members, officers, employees, agents, successors, or assigns, arising from or in connection with any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws.

8.5 Use of Hazardous Substances

The Tenant shall not use or permit to be used all or any part of the Lands and Premises for the sale, manufacture, disposal, treatment, generation, use, refinement, processing, production, remediation or Release into the Environment of any Hazardous Substance, without prior written consent of the Landlord which consent shall not be unreasonably withheld. In no event shall the Tenant dispose of, handle, treat, or Release a Hazardous Substance in the manner that, in whole or in part, causes the Lands and Premises or any adjacent or other property to become contaminated with a Hazardous Substance.

8.6 Compliance with Environmental Laws

The Tenant shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands and Premises under or pursuant to this lease, including without limitation obtaining all required permits or other authorizations.

8.7 Evidence of Compliance

The Tenant has provided the City with a baseline environmental site assessment of the Lands including, but not limited to, groundwater and soil sampling of the Lands. The Tenant shall also cause an updated environmental site assessment of the Lands and Premises to be completed, addressed to both the Landlord and the Tenant, at the termination of the initial term of this Lease and prior to renewal of this Lease pursuant to section 2 herein and prior to termination of this Lease or any renewal thereof. Prior to termination of this Lease (or any renewal thereof), the Tenant will complete remediation of the Lands for any contamination identified through the updated environmental site assessment and provide the Landlord with confirmation of remediation of the Lands when complete.

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

The Tenant shall promptly provide to the Landlord a copy of any environmental site assessment, audit, or report relating to the Lands and Premises conducted by or for the Tenant at any time before, during, or after the Term (or any renewal thereof). The Tenant shall, at the Landlord's request from time to time, provide the Landlord with a certificate of a senior officer of the Tenant certifying that the Tenant is in compliance with all Environmental Laws and that to the best of the Officer's knowledge no adverse environmental occurrences have taken place at the Lands and Premises, other than as disclosed in writing to the Landlord.

9. General Provisions**9.1 *Subordination***

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

9.2 *No Agency or Partnership*

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

9.3 *Overholding*

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

9.4 *Effect of Headings*

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

9.5 *Notices*

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

If to the Landlord: **The City of Whitehorse**
2121 Second Avenue
Whitehorse, YT Y1A 1C2
Attention: Manager, Land & Building Services

Fax No. (867) 668-8395
Email Address: land@whitehorse.ca

Lease Agreement Between the City of Whitehorse and 6169 NWT Ltd.

If to the Tenant: **6169 NWT Ltd.**
 c/o KBL Environmental Ltd.
 17 Cameron Road, PO Box 1895
 Yellowknife, NT X1A 2N8
 Attention: John Oldfield
 Fax No. (867) 669-5555
 Email Address: joldfield@kblenv.com

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

9.6 *Solicitor and Client Costs*

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

9.7 *Binding Agreement*

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

9.8 *Interpretation of Words*

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

9.9 *Time of Essence*

Time shall in all respects be of the essence hereof.

9.10 *Changes to Agreement*

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

9.11 Acceptance by Tenant

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

9.12 Unregistered Agreement

It is agreed by both parties that this Lease Agreement and any subsequent agreement shall not be registered against Title to the Lands. In the event that a Court of competent jurisdiction finds that this lease contravenes the provisions of the Subdivision Act, the parties agree that the interest created by this Agreement shall be a licence to occupy the land on the same terms and conditions contained herein.

10. Special Provisions**10.1 Special Waste Transfer Station**

The Landlord has allowed or agrees to allow, subject to applicable permitting procedures, the Tenant to build and operate a waste transfer facility for the collection and transport of Hazardous Substances, such construction and/or erection to include the following:

- (a) clearing of trees from the Lands as needed to provide adequate space for construction;
- (b) pouring of a concrete slab approximately 800 square feet (20 feet by 40 feet) in area;
- (c) construction of a building approximately 3,000 square feet (50 feet by 60 feet), along with loading dock and ramp, for the purpose of storing Hazardous Substances and delivery of those same Hazardous Substances to transport vehicles;
- (d) construction of utility infrastructure to the building, including electricity and water;
- (e) construction of an approximately 2400 square foot (40 feet by 60 feet) Quonset hut; and
- (f) installation of a mobile trailer for use as separate office within the Lands, along with any connections to utilities that may be required.

10.2 Approximate Measurement

The measurements noted in paragraph 10.1 concerning construction are approximate in nature and both parties agree that the Tenant may construct the above improvements to such specific measurements as required to meet the business requirements of the Tenant.

10.3 Ownership of Existing or Future Structures

For the purpose of this Lease, the improvements noted in section 10.1 (the "Premises") are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove the Premises from the Lands and the Tenant shall be responsible for returning the Lands to the same condition they were in at the commencement of the Tenant's initial occupation of the Lands under prior Lease of the Lands. In the event that the Premises are not removed from the Lands within six (6) months from the date of the expiry of the Lease, the ownership of the Premises shall, at the option of the Landlord exercised by written notice to the Tenant, transfer to the Landlord.

11. Termination

It is hereby agreed that during the term hereof or any renewal thereof the Tenant or the City may terminate this Lease by giving notice in writing to the City or the Tenant a minimum of twelve months before such determination, which date of termination need not coincide with the anniversary date of this Lease.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease at the City of Whitehorse, in the Yukon Territory.

THE CORPORATE SEAL OF
The City of Whitehorse
was hereunto affixed
in the presence of:

Dan Curtis, Mayor

Norma Felker, Assistant City Clerk

THE CORPORATE SEAL OF
6169 NWT Ltd.
was hereunto affixed
in the presence of:

John Oldfield, President

CERTIFICATE OF ACKNOWLEDGMENT BY OFFICER OF CORPORATION

I certify that on the date hereof, at the City of Yellowknife, in the Northwest Territories,

John Oldfield, who identified himself to me, appeared before me and acknowledged to me that:

1. He is the President and an authorized signatory for **6169 NWT Ltd.** (the “Corporation”);
2. He is the person who subscribed his name and affixed the seal of the Corporation to the attached instrument;
3. He was authorized to subscribe his/her name and affix the seal to it; and
4. The Corporation exists as of the date hereof.

In testimony of which I set my hand and seal of office at the City of Yellowknife, in the Northwest Territories,
this _____ day of _____, 2021.

A Notary Public in and for the
Northwest Territories

My appointment expires _____.

SCHEDULE "A"

6169 NWT Ltd./KBL Environmental Ltd.



R:\Development_Services\Planning\Internal\LAND MANAGEMENT\Lease Agreements\City as GRANTOR\KBL Facility - City Landfill Site

CITY OF WHITEHORSE
BYLAW 2021-12

A bylaw to provide rules governing council procedures

WHEREAS section 190 of the *Municipal Act* provides that council may establish council committees and appoint members of council to such council committees; and

WHEREAS section 190.01 of the *Municipal Act* provides that a council committee is an advisory body only and must consider only the matters referred to it by council, and may act only by passing a resolution that is approved by a majority of its members; and

WHEREAS section 210 of the *Municipal Act* provides that council must, by bylaw, make rules for governing its procedures, including rules respecting the calling of meetings, the appointment of members of council to council committees, and any other matter that relates to the efficient administration of council's decision-making process or council meetings, and

WHEREAS section 210 of the *Municipal Act* provides that council must govern itself in accordance with any bylaw that it makes to govern its procedures;

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

1. This bylaw may be cited as the "**Council Procedures Bylaw**".
2. The rules governing council procedures are attached hereto as Appendix "A" and form part of this bylaw.
3. The terms of reference for each of the six standing committees established pursuant to section 24 of this bylaw are attached hereto as Appendix "B" and form part of this bylaw.
4. The Code of Conduct for Council Members is attached hereto as Appendix "C" and forms part of this bylaw.
5. Bylaw 2016-47, including all amendments thereto, is hereby repealed.
6. This bylaw shall come into full force and effect upon final passage thereof.

NOTICE OF INTENT GIVEN: January 11, 2021

FIRST and SECOND READING January 25, 2021

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

Council Procedures Bylaw

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Council Procedures Bylaw

PART 1 INTRODUCTIONDefinitions and Interpretation

1. Whenever the singular, masculine or feminine is used in this bylaw it shall be considered as if plural, feminine or masculine has been used where the context of the bylaw so requires.
2. In this bylaw,
 - "administration" means the employees of the city.
 - "bias" means a mental tendency or inclination which, for the purposes of this bylaw, may result in members of the public questioning the fairness of council process, and includes a council member prejudging a matter to be decided to the extent of being no longer capable of persuasion.
 - "business day" means a day on which city offices are open for business.
 - "City" means the corporation of the City of Whitehorse.
 - "city hall" means the corporate headquarters of the City of Whitehorse located at 2121 Second Avenue.
 - "city manager" means the chief administrative officer for the city or a designate, appointed by council in accordance with the *Municipal Act* and as determined in the City Manager Bylaw.
 - "committee" means a committee appointed by council to provide advice and make recommendations to council, and may include a commission, task force or working group.
 - "committee of the whole" means a committee of the whole council where no bylaw or motion, apart from the motion necessary to revert back to an open meeting, may be passed.
 - "council" means the duly elected council of the City of Whitehorse.
 - "electronic participation" means participation in a meeting of council by electronic means.
 - "impartial" or "impartiality" means not favouring one side or opinion more than another.
 - "in-camera" means a meeting closed to the general public or municipal employees as deemed appropriate in accordance with section 213 of the *Municipal Act*.
 - "meeting" means a duly constituted regular, special or standing committee meeting of council where municipal business is conducted or issues are discussed.
 - "member" means a member of council, duly elected and continuing to hold office.
 - "motion" is a standard terminology used by council to describe a statement used to bring business before a meeting, and may also mean resolutions.
 - "motion of substitution" means a motion that proposes amendment of substantial portions of an original motion.

Council Procedures Bylaw

"*Municipal Act*" means Chapter 154 of the Revised Statutes of the Yukon, 2002 as amended from time to time.

"person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person.

"point of order" means an infraction of the procedural rules or improper decorum in speaking.

"presiding officer" means the mayor, deputy mayor or committee chairperson who presides over council and/or committee meetings.

"public hearing" means an opportunity for council to hear and consider all submissions respecting a proposed bylaw as required by legislation.

"public input" means an opportunity, provided by council but not required by legislation, for citizens to provide information, facts, figures, data and opinions respecting a bylaw or issue under consideration by council.

"umbrella chair" means the mayor or deputy mayor who is present and in the chair at the start of a standing committee meeting. The umbrella chairperson chairs the delegations portion of the meeting and passes the chair to each standing committee chair or vice-chair as the case may be.

Severability

3. If a portion of this bylaw is held invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Application

4. The rules set out in this bylaw shall be the rules and regulations for the order and conduct of business in all regular and special meetings of council, all in-camera meetings of council, all committee of the whole meetings of council, and all council committee meetings.
5. The rules set out in this bylaw shall be observed by all members of council, members of the public, and city administration.
6. Where the rules of this bylaw do not provide, the current edition of Robert's Rules of Order Newly Revised shall be followed for governing the proceedings of council and the conduct of its members.

PART 2 CONDUCT OF COUNCIL MEMBERS

Conduct of Council Members

7. All proceedings of council and the transaction of the business of council shall be done in a manner consistent with the principles of the *Code of Conduct for Council Members*, attached hereto as Appendix "C" and forming part of this bylaw.

Council Procedures Bylaw

8. All members of council will at all times:
 - (1) Be respectful of citizens, delegates at meetings, administration and each other, including being respectful of each other's right to hold different and diverse views;
 - (2) Reserve decisions until after public input, administrative input and council debate are completed;
 - (3) Act with impartiality and integrity, exhibiting a lack of bias; and
 - (4) Make all decisions in the best interests of the community as a whole.

Conflict of Interest and Related Procedures

9. Members of council will comply with all the provisions of the *Municipal Act* with respect to disclosure of interest and conflicts of interest.
10. Members of council will give early consideration to each matter to be considered by council or committee to ascertain if they have an interest or a conflict of interest.
11. If members of council consider that they have or might reasonably be perceived to have an interest in a matter before council or committee, they shall declare such interest at the start of the meeting at which it will be considered. Such interest shall be declared on every occasion that the matter is considered by council or committee.
 - (1) Where such interest is non-pecuniary and not a conflict of interest, the council member may vote on the matter.
 - (2) Where a council member has an interest in a matter that is non-pecuniary and the member considers that his personal interest may be in conflict with his public duty to act impartially and in the interest of the whole community, the council member shall declare a conflict of interest.
 - (3) Where such interest is a pecuniary interest, the council member shall declare that he has a conflict of interest.
 - (4) When a member of council declares a conflict of interest he shall not participate in consideration of any question in relation to the matter. The council member shall leave the room in which the meeting is being held during any discussion of the matter and shall not vote on the matter.
12. When a member of council declares an interest, or declares a conflict of interest and leaves the meeting, the designated municipal officer shall record any such declaration in the minutes.
13. Members of council who are shareholders, officers or directors of a corporation that has dealings or contracts with the municipality shall not participate in council's consideration of any question in relation to the corporation, and shall not vote on any such question.
 - (1) Members of council who are party to dealings or contracts with the municipality or are members of a partnership that has dealings or contracts with the municipality shall not participate in council's consideration of any

Council Procedures Bylaw

- question in relation to the dealings or contract, and shall not vote on any such question.
- (2) Upon disqualification in accordance with section 13 and subsection 13(1) of this bylaw, a council member shall leave the meeting room while discussion of the matter takes place.
 - (3) The designated municipal officer shall record any such disqualification and the reasons thereto in the minutes.
14. Members of council who are members, shareholders, officers, or employees of a society that has dealings or contracts with the municipality shall declare their relationship to the society or not-for-profit corporation before participating in council's consideration of any question in relation to the society, or voting on any question in relation to the society.

Reports on Council Activities

15. At a standing committee meeting in February of each year administration shall provide summary reports to the Corporate Services Committee on:
- (1) The attendance record of each member of council for the previous calendar year; and
 - (2) The travel undertaken by each member of council in the performance of his duties during the previous calendar year; and
 - (3) The expense claims submitted by each member of council with respect to the payment or reimbursement of expenses incurred in the performance of their duties as members of council during the previous calendar year; and
 - (4) The voting record of each member of council for the previous calendar year with respect to issues that came before council for a vote.

PART 3 STANDING COMMITTEES

16. Council may by bylaw establish such standing committees as may from time to time be deemed necessary, and shall make appointments of the chair and vice-chair to such committees annually by October 31 for the following year.
17. Each standing committee shall be composed of the whole council.
18. Six standing committees of council are hereby established as follows:
- (1) Corporate Services Committee
 - (2) City Planning Committee
 - (3) Development Services Committee
 - (4) City Operations Committee
 - (5) Community Services Committee
 - (6) Public Health and Safety Committee

Council Procedures Bylaw

19. The terms of reference for each of the six standing committees are attached hereto as Appendix "B" and form part of this bylaw.
 - (1) Council shall review the terms of reference for each standing committee at least once in each term of office.
20. The general duties of the standing committees are as follows:
 - (1) All committees are considered to be advisory in nature;
 - (2) No committee has the power to pledge the credit of the city or commit the city to any particular action;
 - (3) No member of council shall give specific direction to any staff member at any committee meeting. The responsibility for giving specific direction to staff shall reside with the full council at a duly assembled meeting unless otherwise delegated to the city manager; and
 - (4) Committees shall review and make recommendations on all resolutions and bylaws that deal with a subject matter within the committee's terms of reference before the resolutions or bylaws are presented to council.
21. The standing committees shall meet in the order listed in section 18 of this bylaw except that the order of the committees shall be rotated on a six-month basis by moving the committee listed in sixth position to the top of the list. Such rotations shall take place for the first meeting in May and the first meeting in November in each year.
 - (1) Notwithstanding the provisions of section 21 of this bylaw, council may, with the unanimous consent of all members present, choose to vary the order of the standing committees at any meeting. This may be done to accommodate issues of scheduling or to re-prioritize issues that have attracted significant public interest or input.
22. All standing committee meetings shall be open to the public. Committees may, by majority vote, go in-camera in accordance with the provisions of section 213 of the *Municipal Act* when it is deemed to be in the best interests of the citizens of the city.
 - (1) All matters requiring the committee to go in-camera will be placed on a separate agenda to be discussed following the final regularly scheduled standing committee meeting.
23. The mayor shall be the umbrella chair of standing committee meetings and shall preside prior to, in between, and following any standing committee meeting, as required.
 - (1) The mayor shall chair the delegations section of the standing committee agenda. Subject to the restrictions with respect to a closed public hearing as described in section 78 of this bylaw, persons registered as delegates at a standing committee meeting will be heard at the start of the meeting, immediately following any proclamations that may be scheduled.

Council Procedures Bylaw

24. Unless specific to regular or special council meetings, the provisions of Part 4 of this bylaw, *Practices and Procedures for Meetings*, shall apply to standing committee meetings.
25. At committee of the whole and standing committee meetings, resolutions may be passed to go in-camera and to revert to a public meeting. Resolutions are not used for any other business at such meetings.
26. Notwithstanding section 25 of this bylaw, the chairperson at a standing committee meeting may at his discretion ask the members present for a "show of hands" with respect to whether or not an issue should be brought forward to a regular council meeting for a decision, or for requests to the city manager for the allocation of resources for additional research or consultation.
27. The chairperson of each committee shall submit to council a report of that committee, and shall move the recommendations of the committee for council's consideration.

PART 4 PRACTICES AND PROCEDURES FOR MEETINGSLocation, Time and Duration of Meetings

28. Unless otherwise confirmed by council, council shall hold its standing committee meetings in on the first and third Mondays of each month, beginning at 5:30 pm, in the council chambers at city hall.
29. Unless otherwise confirmed by council, council shall hold its regular meetings in on the second and fourth Mondays of each month, beginning at 5:30 pm, in the council chambers at city hall.
30. When the day fixed for a meeting of council falls on a legal holiday, the meeting shall be held on the following business day that is not a legal holiday.
31. Council may by resolution postpone or cancel any meeting of council.
32. The presiding officer shall declare every meeting of council or standing committees held in the evenings adjourned after three hours unless, by majority vote of the members present, it is determined otherwise.

Special Meetings of Council

33. Special meetings of council shall be called when requested in writing by the mayor or any two council members.
34. A notice of the day, hour, and place of the special meeting and the nature of the business to be transacted at the special meeting shall be given at least 24 hours before the time of the meeting by:
 - (1) Posting a copy of the notice at city hall;
 - (2) Leaving a copy of the notice for each member of council at the place to which the member has directed such notices to be sent; and
 - (3) Sending to the local media.

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35. No business other than that stated in the notice for such special meeting shall be transacted at that meeting unless all members of council are present and unanimously agree.

Meetings in an Emergency Situation

36. Notwithstanding sections 34 and 38 of this bylaw, in the event of a civil emergency that poses an immediate danger to people and/or to public or private property, and for which urgent, timely action by council is required, a decision-making meeting of council may be held with shortened or no notice to the public.
37. If a meeting pursuant to section 36 of this bylaw is required and a quorum of council members is not available, the available members of council may authorize actions to respond to the emergency. Such authorizations will be subject to subsequent review by council at the earliest opportunity when a quorum can reasonably be convened to confirm, modify or overturn the authorization.

Notice

38. Subject to sections 33 and 35 of this bylaw, notice for each meeting shall be given in the form of an agenda not less than 48 hours prior to the time of the meeting. A copy of such notice shall be:
- (1) Delivered to each member of council at the place to which the member of council has directed such notices be sent;
 - (2) Posted at city hall; and
 - (3) Sent to the local media.
39. All documents pertaining to the business listed on the agenda shall accompany the agenda when delivered to each member of council.
40. Documents pertaining to the business listed on the agenda shall be made available to the public by 4:00 p.m. on the last business day of the week prior to the meeting.

Agendas for Regular Council Meetings

41. With the exception of the delegations section of the agenda, no business other than that stated in the regular meeting agenda shall be transacted at that meeting unless the members present unanimously pass a resolution to include such business.
- (1) An amendment to the delegations section of the agenda for a regular council meeting may be made by a resolution passed by a majority of all members present.
42. When a regular council meeting is called to order by the presiding officer, the following shall be the order of business on the agenda unless otherwise determined by unanimous consent of the members present at the meeting:
- (1) Call to Order
 - (2) Adoption of Agenda
 - (3) Proclamations

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- (4) Adoption of Minutes
- (5) Delegations
- (6) Public Input Sessions
- (7) Public Hearings
- (8) Standing Committee Reports
- (9) New and Unfinished Business
- (10) Bylaws
- (11) Adjournment

Electronic Participation at Meetings

- 43. A member may participate in a meeting by electronic means and be considered to be in attendance at the meeting. The member must provide notice to the designated municipal officer prior to 4:00 p.m. on the day of the meeting.
- 44. If a member participating electronically is the chairperson of the meeting or a committee, the deputy mayor will preside. If a member participating electronically is the chairperson of a committee, the vice-chair will preside.
- 45. Members participating electronically must vote audibly to allow other members and the designated municipal officer to record the vote.
- 46. Delegates may participate in a regular or standing committee meeting, including a public hearing or public input session, by electronic means if arrangements to do so are made with the designated municipal officer prior to 4:00 p.m. on the day of the meeting at which they wish to speak.

Quorum

- 47. A quorum shall consist of a majority of the whole council or whole committee.
- 48. If a quorum is not present within 15 minutes after the time fixed for a council or committee meeting, the meeting shall be rescheduled.
- 49. When a member participating electronically is necessary for the formation of a quorum, the meeting shall be deemed adjourned if at any point the electronic connection is broken. No further business may be conducted unless the electronic connection is re-established.

Control and Conduct of Meetings

- 50. The mayor acts as the presiding officer at each meeting at which he is present. For standing committee meetings, the mayor is the umbrella chair and each standing committee chair presides over their standing committee discussions.
- 51. Council members shall pay respect to the presiding officer at meetings.

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52. The presiding officer shall maintain order and decorum and decide all questions of order subject to appeal to council as a whole by a vote. The duties of the presiding officer are to:
- (1) Maintain control by holding or passing the chair;
 - (2) Be impartial;
 - (3) Preserve order and encourage council members who stray from the topic to stay focused on the issue being debated;
 - (4) Make decisions required to maintain order and preserve the decorum of the meeting, including ruling on points of order;
 - (5) Determine which member has the right to speak;
 - (6) Rule when a motion is out of order; and
 - (7) Call a member to order if required.
53. The presiding officer shall treat each question in a judicial spirit, but shall not take part in the debate.
- (1) The presiding officer may step down from the chair for the purpose of taking part in the debate, in which case the deputy mayor or another member may be called to take the chair.
54. The presiding officer may give explanations or information within his knowledge from the chair, and may make recommendations from the chair with respect to the business being discussed.
55. Any person, including any member, wishing to speak at a meeting shall address the presiding officer and be recognized before beginning to speak.
56. When any member is raising points or questions on an issue under discussion, the member should address only one question at a time. The presiding officer may direct the speaking order of other members before returning to any one member. Notwithstanding the foregoing, the presiding officer retains the right to allow more than one question at a time.
57. No member shall speak to the same question or in reply for longer than three minutes without the consent of the presiding officer.
58. When a person or a member is addressing the chair, every member shall remain quiet, shall not interrupt the speaker except on a point of order, and shall not carry on private conversation.
59. Council members shall refrain from using cell phones, e-mail, or any other personal communication devices during the course of meetings.
60. When any person, including a council or committee member, is addressing a meeting, that person shall obey the rules of procedure and shall not:
- (1) Shout or immoderately raise their voice, or use offensive, vulgar or profane language; or

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- (2) Speak on matters other than the matter on the floor; or
 - (3) Make disparaging or personal comments about any person, staff member, or member of council.
61. The presiding officer shall immediately censure any person who acts contrary to section 60 of this bylaw.
62. A member called to order by the presiding officer shall immediately cease speaking.
63. When a person has been censured by the presiding officer, the designated municipal officer shall record such censure in the minutes of the meeting.
64. Any person, including a council or committee member, who acts contrary to section 60 of this bylaw twice in a meeting shall, on the order of the presiding officer, be excluded from the meeting and from the meeting room for the remainder of that meeting.
65. No exclusion of a member pursuant to section 64 of this bylaw shall be for more than the meeting in progress.
66. If a member of council arrives late at a regular or special meeting or committee meeting, no prior discussion shall be reviewed for that member's benefit except with the unanimous consent of all members present at the meeting.
67. Where a member wishes to leave council chambers for longer than five minutes while a meeting is in progress, the member shall advise the presiding officer before leaving his seat.
68. Council and committee members are discouraged from appearing as delegates or as members of the audience at any regular council or standing committee meeting. However, in order to overcome any apprehension of bias, a member who chooses to participate in such fashion shall be required to withdraw from any discussion, debate, or vote on the subject under consideration.
69. A motion is not required to adjourn a meeting. The presiding officer shall declare a meeting adjourned when there is no further business on the agenda.

Points of Order

70. Any council member, including the presiding officer, may raise a point of order.
71. A point of order must be raised promptly when the perceived breach has occurred.
72. When a point of order is called, all discussion shall cease until the point of order has been decided.
73. The member calling the point or order shall state it clearly and without unnecessary comment.
74. Upon a matter of decorum or priority of business being appealed to the presiding officer, it shall be decided without debate.
- (1) The presiding officer rules as to whether the point of order is "well taken" or "not well taken", briefly stating reasons for the ruling.

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- (2) The presiding officer may ask for assistance in the form of information on parliamentary procedure, which may not be available during the meeting if further research is needed. In that event, the presiding officer may reserve a decision on the point of order until a future meeting. In lieu of asking for assistance, or if otherwise in doubt, the presiding officer may submit the point of order to the assembly for a vote.
75. A member may appeal a decision of the presiding officer made during that meeting, and the presiding officer shall cause the appeal to be voted upon by the other members present.

Delegations

76. Any person or delegation wishing to appear before council or committee is requested to give notice, verbally or in writing, to the designated municipal officer by no later than 1:30 p.m. on the day of the meeting.
- (1) Persons registering as delegates shall provide the designated municipal officer with their name, address and contact information, and shall provide the reason for registering as a delegate.
77. Persons or delegations addressing council shall be required to state their names, the area of the city in which they live, the purpose of their presentation, and whether they are speaking personally or on behalf of a specific organization or group.
- (1) Children and youth younger than 18 years will not be required to state the neighbourhood where they live.
78. Delegates to regular meetings of council may speak to any item that is on the regular meeting agenda for a decision, except that no delegates will be permitted to address an issue for which a public hearing has been declared closed.
79. Delegates to standing committee meetings may speak to any single topic during the delegations section of the agenda except an issue for which the public hearing has been declared closed.
80. The time of speaking for any person or delegation appearing before council or committee shall be limited to five minutes, and each delegate may speak to any topic only once per meeting.
- (1) Council may by majority vote agree to extend the time period for delegates who have given advance notice to the designated municipal officer that they have a presentation that will take longer than five minutes.
- (2) Upon being recognized by the presiding officer, council members may direct questions to delegates for clarification purposes only. The time period for the delegate to reply to each question shall be limited to five minutes.
- (3) At no time shall a member, a delegate or administration enter into discussion or debate during the delegations section of the agenda, and all parties shall refrain from comment on the issues being presented.

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81. Delegates are expected to respect the decorum of council chambers and to refrain from making disparaging or personal comments about individuals, businesses, community groups, city staff, or members of council.

PART 5 PUBLIC HEARINGS AND PUBLIC INPUT SESSIONS

82. When a matter is on the agenda of a regular or special council meeting for the purpose of a public hearing or a public input session, any individual or delegation may appear without giving notice.
83. Any person who wishes to be heard in favour of or against the subject of the public hearing or public input session may be heard in person or by agent.
84. Persons appearing at public hearings or public input sessions are expected to respect the decorum of council chambers and to refrain from making disparaging or personal comments about individuals, businesses, community groups, city staff, or members of council.
85. The presiding officer shall call three times for appearances from the gallery. Should there be no appearances, the presiding officer shall declare the public hearing or public input session closed.
- (1) Public input sessions shall be declared closed by the presiding officer for the purpose of allowing the meeting to proceed to the next item of business. However, the closing of a public input session does not prevent council members from receiving further submissions on the subject, either in person or in writing, up to and including the date on which the matter is on a council meeting agenda for a decision.
86. When the presiding officer declares a public hearing closed, he shall advise that no further submissions on the subject will be considered by council except that provided by administration.
87. Written submissions with respect to any public hearing, including submissions by mail, fax and e-mail, will be accepted at the office of the designated municipal officer up until 12:00 noon on the day set for the public hearing. Thereafter, written submissions may only be deposited with the designated municipal officer at the location specified for the public hearing, and before the public hearing is declared closed.
- (1) Written submissions with respect to any public hearing that are received at the office of the designated municipal officer after the public hearing has been declared closed shall not be considered.
- (2) Written submissions must include the name of the person making the submission.
- (3) Public hearing submissions received prior to 12:00 noon on the day set for the public hearing will be made available for public viewing on the city's website. Each submission posted to the city's website will include the name of the person making the submission.

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- (4) All written reports and materials provided by the parties that are relevant to the application will also be made available for public viewing on the city's website prior to the public hearing.
88. Notwithstanding section 86 of this bylaw, if new information is received with respect to a bylaw for which a public hearing has been declared closed, council may pass a resolution authorizing a second public hearing to be held.
89. For bylaws to amend the Official Community Plan or the Zoning Bylaw, council shall cause a second public hearing to be held when the first public hearing has resulted in any of the following:
 - (1) Alteration of the permitted land use is proposed;
 - (2) Increasing the permitted density of use is proposed or, without the consent of the property owner, decreasing the permitted density of use is proposed;
 - (3) Significant changes to the bylaw are proposed that otherwise alter the substance of the bylaw; or
 - (4) Council wishes to receive significant new information before coming to a decision on the proposed amendment.

PART 6 MOTIONS IN COUNCIL**Motions Generally**

90. Council may debate and vote on a motion only if it is first moved by any council member, including the mayor, and seconded by another.
91. Every member of council, including the mayor, shall be afforded the opportunity to speak to a motion before an amendment to that motion may be proposed. The presiding officer shall step down from the chair if he wishes to speak to a motion.

Notice of Motion

92. A notice of motion may be given at any regular council or standing committee meeting, but may not be dealt with at that meeting.
 - (1) If all members of council are present and unanimously agree, a notice of motion given at a regular council meeting may be discussed, debated, and voted on at that meeting.
 - (2) Council members should be cognisant of potential long-term consequences when considering voting on a notice of motion at the same meeting at which it is given. Under most circumstances, issues may be better addressed through the normal process.
93. A notice of motion shall be given verbally and in writing to all members of council present. A copy of such notice of motion shall be given to the designated municipal officer upon adjournment of the meeting at which the notice was given.
94. Every notice of motion shall precisely specify the entire content of the motion to be considered.

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95. Unless another date is specified in the notice of motion, the designated municipal officer shall include the subject referred to in the notice of motion under New and Unfinished Business on the agenda of the next regular council meeting. If another date is specified in the notice of motion, the item shall be included under New and Unfinished Business on the regular council agenda for the date specified.

Main Motions

96. The mover and seconder of any motion may speak and vote for or against any motion.
97. When required by the presiding officer, a motion shall be in writing and a copy shall be given to the designated municipal officer before such motion shall be open for consideration.
98. When a motion has been moved and seconded and has been stated or read, it shall be deemed to be in the possession of council, and may only be withdrawn by majority consent of the council members present.
99. The designated municipal officer shall record that the motion has been duly moved and seconded, but the minutes shall not record the names of the mover and seconder.
100. Every motion or resolution shall be stated or read by the mover, who shall speak first to the motion.
101. When duly moved and seconded, a motion shall be open for discussion and debate. A member may speak to a motion a maximum of two times only unless council agrees to provide a member another opportunity to address the issue.
102. Any member of council may require the motion under discussion to be read for the member's information at any time during the debate, but not so as to interrupt a member who is speaking.
103. When a motion is tabled but is not finally settled, no conflicting motion whose adoption would restrict council in acting on the first motion may be introduced.
104. When debate has ended, the presiding officer shall put the motion to a vote.
- (1) Unless overruled by a majority vote of the members present at the council meeting, the presiding officer shall determine when a motion is to be put to a vote and the presiding officer's decision shall be final.
105. When a motion under consideration concerns two or more specific matters, any member of council may request that the vote upon each matter be taken separately.
106. When the motion has been put to a vote, no member shall debate or comment further on the question or speak any words except to request that the motion be read aloud.
107. No motion other than an amending motion or a motion to table, postpone or refer shall be considered until any motion already before council has been disposed of.

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108. Any motion which has the effect of changing or nullifying a previous action or direction of council shall not be brought up unless in accordance with provisions in this bylaw to reconsider, alter or rescind.

Motion to Table

109. A motion to table shall be used only to temporarily set aside an issue and bring it back at the same meeting.

Motion to Postpone

110. A motion to postpone passed by a majority of council members present may postpone any motion in possession of council.
111. A member who is moving a motion to postpone may include in the motion:
- (1) The terms on which the motion is being postponed;
 - (2) The time when the matter postponed is returnable; and
 - (3) Whatever explanation is necessary to support the purpose of the motion to postpone.
112. When duly moved and seconded, a motion to postpone shall be open for discussion and debate. A member may speak to a motion to postpone a maximum of one time only.
113. Unless otherwise specified, a postponed motion shall be on the agenda of the next regular meeting as an item of unfinished business.
- (1) Any motion postponed to a specified date shall appear on the agenda for that meeting and be considered as an item of unfinished business at that meeting.

Motion to Amend or Motion of Substitution

114. A motion to amend a main motion, or a motion of substitution in respect of a main motion, may be made by any member of council.
115. Every amending motion shall, when requested by the presiding officer, be in writing, and shall be decided on or withdrawn before the original motion is put to a vote.
116. Motions to amend or motions of substitution shall be voted on in reverse order to that in which they are moved.

Motion to Refer

117. Any member of council may move to refer an original motion to administration or committee in order that additional information may be brought to council prior to further consideration.
118. A member who is moving a motion to refer may include in the motion:
- (1) The terms on which the motion is being referred;
 - (2) The time when the matter referred is returnable; and

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- (3) Whatever explanation is necessary as to the purpose of the motion to refer.

Motion to Reconsider, Alter or Rescind

119. Subject to the civil emergency provisions of section 37 of this bylaw, a council decision shall not, during a period of one year after the decision, be reversed, reconsidered or rescinded unless a written notice of motion to do so has been given from one regular council meeting to the next and a clear majority of the whole council votes in favour of revisiting the decision.
120. Notwithstanding anything provided in section 119 of this bylaw, where pursuant to any motion duly passed by council the city has a contractual liability or obligation, council shall reconsider, alter, vary, revoke, rescind or replace the motion only in exceptional circumstances, and every effort shall be made so as to not to interfere with that liability or obligation.

Withdrawal of Motions

121. A motion may not be withdrawn without the consent of council after it has been duly moved and seconded or after it has been read into the record in anticipation of being voted upon.

PART 7 PASSAGE AND ENACTMENT OF BYLAWS**Passage of Bylaws**

122. Every bylaw shall have three distinct and separate readings before it is adopted, but no more than two readings may take place at any one meeting of council.
123. Should council wish to amend a bylaw that is coming forward from any committee for first reading, council shall make such amendments to the said bylaw during the "Committee Reports" portion of the agenda before it is given first reading.
- (1) Council members may also propose amendments to a bylaw prior to second or third reading.
124. Council shall vote on the motion for first reading of any bylaw without amendment or debate.
125. When a bylaw is scheduled for second and third reading at the same meeting, council may consider postponing third reading to a subsequent meeting when the bylaw is amended at second reading.
126. A bylaw that requires the approval of the Minister shall receive two readings prior to the submission of a certified copy to the Minister. Written approval from the Minister shall be received prior to third reading unless the 45-day review period as provided for in the *Municipal Act* has expired.
127. In accordance with the provisions of the *Municipal Act*, the previous readings of a proposed bylaw are rescinded if the bylaw does not receive third reading within two years after first reading.

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128. When a bylaw has received third reading and been passed, the presiding officer shall declare the bylaw adopted.

Enactment of a Bylaw

129. After council votes affirmatively for third reading of a bylaw, it becomes a municipal enactment of the city and is effective immediately unless the bylaw provides otherwise.
130. After passage, a bylaw shall be signed by the presiding officer of the meeting at which it was passed and by the designated municipal officer, and shall be embossed with the corporate seal of the city.

PART 8 VOTING

131. Once a question is put to vote, no member shall leave council chambers until the vote is taken.
132. Any bylaw or resolution upon which there is an equality of votes shall be deemed to be defeated.
133. If a member refuses to vote, fails to vote, or abstains from voting on an issue, the member shall be deemed to have voted in favour of the matter except where the member abstaining is prohibited from voting pursuant to the *Municipal Act*.
134. Every member of council present shall vote on every matter unless:
- (1) In a specific case the member of council is excused from voting by resolution of council; or
 - (2) The member of council is disqualified from voting by reason of declaring a conflict of interest or having a pecuniary interest in the matter under consideration.
135. Where a member of council is excused or disqualified from voting in accordance with section 134 of this bylaw, the designated municipal officer shall record such in the minutes.
136. The designated municipal officer shall record in the minutes if a vote is carried unanimously. Wherever the vote is not unanimous, the designated municipal officer shall record who voted in favour and who voted against the motion.

PART 9 MINUTES

137. Minutes of all proceedings of council in regular, special and any committee of council meeting shall be recorded in accordance with the requirements of the *Municipal Act*.
138. In accordance with the provisions of this bylaw, minutes of regular and special council meetings and any committee of council meetings shall include:
- (1) declarations of interest or conflict of interest (sections 11 and 12)
 - (2) disqualifications and the reasons thereto (sections 13 and 14)
 - (3) resolutions to go in-camera and to revert to open meeting (section 25)

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- (4) censure (section 61)
- (5) that motions are duly moved and seconded (section 90)
- (6) whether a vote is defeated by reason of a tie (section 132)
- (7) if a member refuses to vote, fails to vote or abstains from voting (section 133)
- (8) whether a member is excused or disqualified (section 134)
- (9) whether a vote is decided unanimously or by a split decision (section 136)

PART 10 PROCEDURES FOR THE CONDUCT OF APPEALS

139. Where a matter is appealed to council in accordance with any bylaw or Act, the proceedings shall be heard by council in a committee of the whole meeting.
140. The mayor shall be the presiding officer at committee of the whole meetings called for the purpose of hearing appeals.
141. A notice of the day, hour, and place of the committee of the whole meeting and the nature of the business to be transacted at the meeting shall be given at least 24 hours before the time of the meeting by posting a copy of the notice at the municipal office and by leaving a copy of the notice for each member of council at the place to which the member has directed such notices to be sent.
142. No business other than that stated in the notice for such committee of the whole meeting shall be transacted at that meeting.
143. Upon the committee of the whole meeting being called to order the by presiding officer, the following shall be the order of business on the agenda unless otherwise determined by unanimous consent of the members present at the meeting:
 - (1) Adoption of the agenda
 - (2) Presentation from administration – administration will present a report providing details of the issue, background information, and the reason for the appeal.
 - (3) Questions from council members – the presiding officer will ask if council members have any questions for administration. Such questions shall be used for clarification or investigation purposes only.
 - (4) Presentation from appellants – the presiding officer will call for delegations to speak to the appeal:
 - (a) Electronic participants, if any, will be asked to speak first;
 - (b) Delegates will be limited to five minutes for their presentations but should be prepared for questions from council members. Questions from council members shall be used for clarification or investigation purposes only;
 - (c) Each delegate will be limited to only one presentation, but delegates will be permitted to respond to questions that may arise.

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- (5) Clarification from administration – when all delegates have spoken, the presiding officer will ask if administration has any clarification to add in response to the presentations from the delegates.
 - (6) Clarification from appellants – the presiding officer will ask the appellants if they have any clarification to add.
 - (7) In-camera – the committee will go in-camera to deliberate and make a decision, and will leave council chambers for their deliberations:
 - (a) Only members of council and a legal representative, if desired by council, shall be present at the in-camera portion of the meeting;
 - (b) All persons present at the meeting apart from members of council will be invited to remain in council chambers while in-camera deliberations take place;
 - (c) If questions arise while members are deliberating, the committee will return to chambers to ask their questions in open meeting. When members have the answers they need, they will leave again to continue their deliberations in-camera; and
 - (d) Council members will select a representative to prepare a written record of the outcome of the in-camera deliberations.
 - (8) Open meeting – the committee will return to council chambers and revert to open meeting.
 - (9) Announcement – the presiding officer will announce that the decision of council will be brought forward for ratification at an open meeting and then communicated in writing to the appellant.
 - (10) Adjournment.
144. The decision of council made at the in-camera meeting of the committee of the whole shall be brought forward for ratification at the next regularly-scheduled council meeting.
145. Where council's meeting schedule does not permit timely ratification, the decision of council may be ratified at a special meeting called for that purpose at the discretion of council.
146. The appellant will be advised in writing within 60 days of council's decision on this matter unless a more restrictive time limit is specified in the bylaw or Act that provided for the appeal.

PART 11 PROCEDURES DURING AN ELECTION PERIOD

147. Prior to an election period the city manager will ensure that all council members and all members of administration are advised with respect to the application of the procedures set out in Part 11 of this bylaw.

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Council Decision-Making

148. During the election period, which is from the end of nomination day until 8:00 p.m. on Polling Day, council will operate under a "business as usual" approach except for the restrictions imposed in Part 11 of this bylaw. Essentially, council will not make any decisions during the election period that will be binding on an incoming council save for decisions which are part of the normal operating function of council. This includes most municipal planning matters.
149. Council will not make any major policy decisions during the election period.
150. Major policy decisions are decisions to terminate the appointment of the city manager or other decisions relating to the employment of the city manager, other than a decision to appoint an interim city manager:
151. If council considers that there are extraordinary circumstances where the municipality or the local community would be significantly disadvantaged by council not making a particular major policy decision, council will, by resolution, make a decision. Such resolutions will be noted as extraordinary.
152. During the election period, further to any major policy decisions, there is to be no council policy formation or adoption, no censure of government departments or Ministers, and notices of motion and general business are not to be of a political nature.

Use of Council Resources During an Election

153. Council members will ensure that council resources are not used inappropriately during an election period in ways that may influence voting in an election or provide undue advantage for a candidate. In any circumstances where the use of council resources might be construed as being related to a candidate's election campaign, advice will be sought from the city manager.
154. Municipal administration will not authorize, use or allocate a council resource for any purpose that may influence voting in the election, except where it only relates to the election process and is authorized by the city manager.
155. Council resources, including offices, support staff, hospitality services, equipment, stationery and printing will be used exclusively for normal council business during the election period and will not be used in connection with any election campaign or in a manner that may be construed as supporting an election campaign.
156. No council logos, letterheads or other City of Whitehorse branding will be used for, or be linked in any way to, a candidate's election campaign.
157. Public events and functions during the election period will only be organized and run by administration if they are part of council's normal business activities. Administration will strive to avoid staging any functions, public events or the launch of publications during the election period. No active campaigning, including within the context of speeches by council members, is to be conducted at council-sponsored events.

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158. Reimbursements of out-of-pocket expenses for council members during the election period will only apply to costs that have been incurred in performance of normal council duties, and not for expenses that could be perceived as supporting or being connected with the election.
159. Equipment and facilities such as phones, laptops, facsimile machines, etc., provided to council members for the purpose of conducting normal council business will not be used for campaigning purposes.
160. The city e-mail addresses of council members will not be included on campaign material.

Information

161. Information and briefing materials prepared by administration for council members during the election period will relate only to factual matters, existing council services, or information that would normally be available to the public.
162. All requests for information or action are to be issued through the offices of the designated municipal officer who will keep a record of requests made and the advice provided.
163. No information will be provided which relates to new policy development, new projects, or matters that are the subject of public or election debate or might be perceived to be connected with a candidate's election campaign.

Publicity

164. Council will not print, publish or distribute, or cause, permit or authorize to be printed, published or distributed, electoral advertisements, handbills, pamphlets or notices during the election period unless it only contains information about the electoral process.
165. Council further commits to the following standards during the election period:
 - (1) No council member will influence a municipal staff member to make any public statement that could be construed as influencing the election. This does not include statements of clarification that are approved by the city manager.
 - (2) Where a publicity campaign is deemed necessary for a council service or function, the city manager must approve it. Council publicity during the election period will be restricted to promoting normal council activities.
 - (3) Any requests for media advice or assistance from council members during the election period will be channelled through the city manager. No media advice or assistance will be provided in regard to publicity that involves individual council members where that advice would relate to their election campaign.

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- (4) Council members will not use their position as an elected representative as it relates to access to municipal staff and other council resources to gain media attention in support of an election campaign.

Assistance to Candidates

166. Council affirms that all candidates for the municipal election will be treated equally in terms of assistance and advice relating to the conduct of the council election.
167. All election related enquiries will be directed to the Returning Officer or, where the matter is outside the responsibilities of the Returning Officer, to the city manager.

■2021-01-14

APPENDIX "B"**STANDING COMMITTEE TERMS OF REFERENCE**

In addition to any other duties referred by council to the individual committees, the duties of the standing committees shall be to advise council on the matters listed herein.

Corporate Services Committee

- Matters relating to the receipt or payment of money in accordance with all bylaws of the city and statutes of the Territory;
- Matters of finance including both operating and capital budgets;
- Matters relating to business and technology services;
- Matters relating to corporate communications;
- Policy development and review;
- Bylaw development and review;
- Legal claims;
- Matters of general governance; and
- Matters relating to personnel issues.

City Planning Committee

- The administration of the Zoning Bylaw and the Official Community Plan;
- Matters relating to land-based planning;
- Matters of property acquisition or disposal;
- Matters relating to leasing; and
- Matters relating to heritage and historical resources.

Development Services Committee

- Encouraging and promoting development, including economic development;
- Encouraging and promoting industrial and commercial growth;
- Liaison with other economic development bodies;
- Liaison and cooperation with local First Nations;
- Matters relating to building and plumbing codes;
- Matters relating to building construction and maintenance;
- Matters relating to local improvement initiatives;
- Matters relating to environmental protection; and
- Matters relating to the sustainability plan.

Council Procedures Bylaw – Standing Committee Terms of Reference

City Operations Committee

- Matters relating to the waterworks and sewage systems of the city and the property, distribution, and collection systems connected therewith;
- Matters relating to the construction and maintenance of city facilities;
- Matters relating to the construction and maintenance of streets, roads and highways;
- Matters relating to the waste collection services of the city and the maintenance of the waste disposal grounds under the control of the city;
- Matters relating to street lighting in the city; and
- Matters relating to fleet services.

Community Services Committee

- The operation and control of all public parks and public recreation grounds and facilities and recommendations on the establishment of such parks and recreation grounds and facilities deemed necessary to carry on a comprehensive parks and recreation program;
- The encouragement, initiation and supervision of programs which include physical, social, artistic, group and intellectual recreation and audience entertainment while continually striving to meet the parks and recreation needs of the community;
- Co-operation with and encouragement of organizations and institutions within the city that are engaged in recreational or cultural pursuits or activities, whether such organizations and institutions are public, private, civic, social or religious, and co-operation with provincial and national groups or organizations that support and promote parks and recreation;
- Matters relating to Tourism;
- Matters relating to Sister City issues and events;
- Matters relating to the celebration of events and anniversaries in Whitehorse; and
- Matters relating to public transportation.

Public Health and Safety Committee

- The prevention and suppression of fires;
- Policies relating to crime prevention and enforcement;
- Matters relating to safety issues and Emergency Measures;
- Matters relating to the enforcement of regulatory bylaws within the city; and
- Matters pertaining to animal control

■

APPENDIX "C"**CODE OF CONDUCT FOR COUNCIL MEMBERS**

Council members are the democratically elected representatives of the City of Whitehorse who form the municipal council.

Council is answerable to the overall community through democratic processes. This Code will assist council members in providing for the good government of the City of Whitehorse.

The community is entitled to expect:

- high standards of conduct from its elected representatives,
- that council members represent the entire community and contribute to council's decisions and policy making;
- that the business of council is conducted with efficiency, impartiality and integrity;
- that council members obey the spirit and letter of the law and, in particular, the provisions of all relevant statutes, regulations, local laws and instruments; and
- that the community's interests will always be given absolute priority over the private interests of council members.

Good governance and leadership require many efficient processes and tools to assist the roles of representation, advocacy, decision-making, performance monitoring and teamwork. A Code of Conduct is a means of promoting a common understanding amongst council members regarding the expectations of conduct when representing council and in their dealings with the community, municipal staff, and one another.

Some of the other processes that complement the Code of Conduct include:

- strategic planning;
- financial management and budgeting;
- service planning;
- communications and public relations strategies; and
- meeting and decision making frameworks

ROLE OF COUNCIL MEMBERS

1. The primary role of members of council is to represent the community as a whole through the effective translation of the community's needs and aspirations into a future direction for the municipality.
2. The municipal council is a corporate body and is the custodian of the assets of the municipality. A council member is part of the leadership team in which the community has placed its trust to make decisions on its behalf. In fulfilling their role as members of council, the activities of council members should focus on:

Council Procedures Bylaw – Code of Conduct

- (1) Achieving a balance in the diversity of community views to develop an overall strategy for the future of the municipality;
 - (2) Setting the objectives and determining strategies to achieve the corporate objectives identified in council's strategic plan;
 - (3) Making decisions that are in accordance with the strategic plan and in the best interest of the community as a whole;
 - (4) Providing clear direction to the city's senior management team on the nature and intent of council decisions;
 - (5) Achieving sound financial management and accountability in relation to the municipality's finances;
 - (6) Ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns;
 - (7) Promoting economic and social development in the best interests of the municipality;
 - (8) Working with other governments and organizations to achieve benefits for the City of Whitehorse at local, territorial and national levels;
 - (9) Monitoring performance against the strategic plan, including service outcomes and the performance of the city manager; and
 - (10) Having an awareness of the statutory obligations imposed on council members and on council as a whole.
3. These roles and activities are supported by the following principles of council members working collaboratively together by:
- (1) Respecting each other's right to hold different views and debate strongly on matters of difference while being united in representing council decisions;
 - (2) Respecting the right of each council member to speak and represent their views on the needs of citizens;
 - (3) Always speaking well of each other and of council in public;
 - (4) Demonstrating total commitment to consulting with other council members within the decision making framework and with no surprises;
 - (5) Respecting the diverse nature of council and its citizens;
 - (6) Supporting and having regard for the role of local government as an important sphere of government within Canada;
 - (7) Always being punctual to council meetings and civic events;
 - (8) Always behaving with appropriate decorum at council meetings and in public;

Council Procedures Bylaw – Code of Conduct

- (9) Committing to a consultative approach to solving problems, developing effective decisions and communicating outcomes that build teamwork and cooperation; and
- (10) Demonstrating leadership by focusing on issues and refraining from personalizing matters, particularly in relation to making personal or disparaging remarks regarding other council members, citizens or city staff.

COMMUNITY REPRESENTATION AND EXPECTATION

Council Member Behaviour

4. Local government prides itself on being the level of government closest to the people. Accessibility of council members at the community level means that their actions and behaviour are more closely monitored than that of their parliamentary counterparts. In performing their role as council members, the community expects that council members will comply with any laws and will be aware of their responsibility to comply with these agreed-upon rules of conduct.
5. Council members must act honestly and exercise reasonable care and diligence.
6. Council members must not make improper use of their position or of information acquired because of their position to gain, or attempt to gain, directly or indirectly, an advantage for themselves or for any other person, or to cause, or attempt to cause, detriment to council as a whole.
7. Additionally, council members will:
 - (1) Always be mindful of their responsibility to serve the best interests of the entire municipality;
 - (2) Be consistent in their decision making;
 - (3) Treat all matters on their individual merits;
 - (4) Review all materials and research provided by city staff prior to meetings;
 - (5) Attend all meetings of council and participate in the decision making process;
 - (6) Focus on making informed and reasonable decisions in an open and transparent way and in the best interests of the community;
 - (7) Be as informed as possible about the processes and strategic functions of council;
 - (8) Avoid situations that might create a conflict between their public and private roles;
 - (9) Keep the community informed about the activities and plans of council and report on a regular basis;
 - (10) Act reasonably and fairly in a manner that is not discriminatory; and

Council Procedures Bylaw – Code of Conduct

- (11) Treat all members of the community honestly and fairly and in a way that does not cause offence or embarrassment to individuals or groups.

Communications

9. As representatives of the community, council members need to be not only responsive to community views, but to adequately communicate the attitudes and decisions of council. There may be times when a council member, as an individual, disagrees with a final decision of council and wants the community to know that. Obviously council members are entitled to present their own views, but in doing so, council members should acknowledge that:
- (1) They respect the decision making process that is based on a decision of the majority of council;
 - (2) An overriding concern ought to be in achieving a balance in the matters that are communicated and strive to achieve an outcome that presents council as effective and cohesive;
 - (3) The mayor and city manager are the designated persons authorized to speak to the media and others on behalf of council after a decision has been made on a council matter;
 - (4) Information of a confidential nature must not be communicated;
 - (5) Information relating to decisions of council on approvals, permits and so on should only be communicated in an official capacity by the mayor as the spokesperson for council; and
 - (6) Information concerning adopted policies, procedures and decisions of council must be conveyed accurately.

Benefits and Gifts

10. Council members may incur expenses in performing their duties, and the *Municipal Act* and city bylaws recognize this by providing for allowances and for the reimbursement of out-of-pocket expenses incurred while the council member acts on behalf of council.
11. Council members should:
- (1) Only claim for expenses incurred while acting on behalf of council;
 - (2) Use council facilities and equipment economically and efficiently;
 - (3) Not use council facilities, equipment and resources for personal benefit or for the benefit of any other person or organization;
 - (4) Ensure that council facilities and equipment are kept separate from similar resources that may be used in a council member's private business activities;

Council Procedures Bylaw – Code of Conduct

- (5) Not seek or accept (directly or indirectly) from any person or body, any immediate or future gift, reward or benefit (other than of a token kind, or moderate acts of hospitality) for themselves or for any other person or body, relating to their status with council, or their performance of any duty or work which affects or concerns council; and
- (6) Hand over to the city manager for the benefit of the City of Whitehorse any gifts that are accepted as a matter of courtesy on behalf of council.

Use of Information

12. There is an expectation that council members will make reasonable and informed decisions on matters before council. In their decision making process council members are also privy to information that may at times be confidential or controversial. Council members need to:
 - (1) Be aware of and observe the provisions of the *Municipal Act* and the *Yukon Human Rights Act* relating to the treatment of confidential information;
 - (2) Be aware that they are only entitled to access information relevant to a matter before council;
 - (3) Be mindful that except on matters before council, they enjoy the same access rights to information as any other member of the community;
 - (4) Be prudent in the use of information that they acquire as council members, particularly with respect to confidential information;
 - (5) Observe and adhere to any specific policies that council has on the use of council information;
 - (6) Be careful not to use information in a way that can be detrimental to others; and
 - (7) Be careful not to use confidential council information to gain advantage for themselves or for any other person, or in a way that can be detrimental to any person or body or to council as a whole.

LEADERSHIP

Role of the Mayor

13. The role, responsibilities and performance of the mayor has a critical bearing on the image of council, the good functioning of council chambers, and the cooperative relationships between council members and others. It is necessary that the mayor:
 - (1) Is seen as the first citizen of the city and takes precedence at all local civic functions;

Council Procedures Bylaw – Code of Conduct

- (2) Is the official spokesperson for council together with the city manager, and that each person respects the other's role in dealing with the media and other external bodies; and
- (3) Acts with consistency and impartiality in council chambers when presiding over the proceedings of council.

Council Meetings

14. Meetings are the principal means by which council members represent the citizens of the whole municipality. Meetings must focus on the business of council and provide an environment for transparent and healthy debate on matters requiring decision-making. Key elements are as follows:
 - (1) The presiding officer should be conscious of the needs of each council member and facilitate their entry into discussions, allowing fair debate and participation among council members;
 - (2) Each council member and delegate speaker should be respected for his views on issues, and such views should be considered on merit;
 - (3) Council members should not engage in debate with delegate speakers but rather, seek clarification of the delegate's position on an issue;
 - (4) Council members and delegate speakers should not be criticized for their association with any particular community group, political party, or community contacts;
 - (5) Council members should respect the right of other council members, city staff and the public to have a fair opportunity to speak when holding the floor.

Meetings and Appointments to Other Bodies

15. Council members are often appointed to represent council with external organizations. Some appointments may be to other government committees or they may simply be as a community representative with a particular group. It is important that council members:
 - (1) Clearly understand the basis of their appointment;
 - (2) Maintain a positive image of council;
 - (3) Represent council policy position; (unless required to do otherwise by virtue of their terms of appointment); and
 - (4) Provide regular reports to council on the activities of the organization (unless required to do otherwise by virtue of their terms of appointment).

Council Procedures Bylaw – Code of Conduct

ORGANIZATIONAL RELATIONSHIPSRelationships with Staff

16. An effective council member will work as part of the council team with the city manager, directors and other members of staff. This teamwork will only occur if council members and staff have a mutual respect and cooperate with each other to achieve council's corporate goals and implement council's strategies. To achieve this, council members need to:
- (1) Accept that their role is one of leadership and not a management or administrative role;
 - (2) Acknowledge that the city manager is primarily responsible and accountable for municipal staff;
 - (3) Acknowledge that they have no capacity to individually direct members of staff to carry out particular functions;
 - (4) Refrain from using their position to improperly influence members of staff in their duties or functions or to gain an advantage for themselves or others; and
 - (5) Refrain from publicly criticizing staff in a way that casts aspersions on their professional competence and credibility.

Council Members and Senior Management (City Manager and Directors)

17. The core role of council members is policy decision making in the interests of the overall community, and ensuring that policies are implemented. The city manager and directors focus on implementing policy and providing professional advice to guide council in its decision-making.

It is expected that:

- (1) The city manager and directors will take the initiative and responsibility for developing issues to a stage where comprehensive information can be placed before council for decision;
- (2) Council members recognize the importance of the complementary roles of council members and staff, and recognize that staff can only effectively implement policy if an effective system of delegation is in operation;
- (3) Council members respect the cost of human resources and do not use those resources for unnecessary, improper or inefficient purposes;
- (4) Council members will not criticize staff in public in the interest of maintaining a high level of teamwork and encouraging good morale. If council members wish to express any such criticism, then the matter should be raised in a non-public forum; and

Council Procedures Bylaw – Code of Conduct

- (5) Council members will be provided with information concerning matters under consideration by council and deemed necessary for them to properly perform their duties and meet their responsibilities as members of the municipal council.

RESOLVING DISPUTESRespecting Differences

18. Council is comprised of a group of individuals who bring to council their own unique skills, talents, personalities, backgrounds and divergent views. All council members need to be understanding and accepting of the differences between council members and recognize that this diversity enriches council and is reflected in the policies, strategies and decisions that are made in the best interests of the entire municipality.
19. Council members need to be mindful that having and expressing differing and sometimes opposing viewpoints is a normal function of the process of democratic government and is just as much a part of local government as it is of the other levels of Canadian government. Sharing and expressing these different views leads to informed and well-considered debate. All council members have the right to influence, through this debate, the decisions made by council.
20. Therefore, having differing views, politics or attitudes from other council members is not considered a conflict or a dispute and does not require resolution. Where conflict does emerge is when the differences become personal or the behaviour of council members towards each other is of a nature that threatens the effective operation of council's decision making processes.

Initial Process for Resolving Disputes

21. A dispute may arise between two individual council members, between one council member and a group of council members or between two or more different groups of council members. The following dispute resolution procedure will apply regardless of the dynamics and numbers involved.
22. Before commencing any formal dispute resolution process, council members who are party to any disagreement will endeavour to resolve their differences in a courteous and respectful manner, recognizing that they have been elected to represent the best interests of the community as a whole.
23. If, however, there is a dispute resulting from an interpersonal conflict between council members that cannot be resolved and it is unduly affecting the operation of council, the mayor will attempt to facilitate a resolution. The mayor may call upon the city manager for advice and guidance at this point in the process.

Council Procedures Bylaw – Code of Conduct

24. Either party involved in the dispute (or another council member) may refer the matter to the mayor by submitting a notice of complaint to the mayor. The mayor will investigate whether a dispute exists and requires resolution. The mayor may call the parties involved to meet to resolve the dispute. These initial meetings may include the participation of other mutually agreed persons.
25. If one party to the dispute does not acknowledge there is a dispute and is not willing to cooperate in discussions to resolve the dispute, the dispute resolution process is suspended at this point. However, council may at an in-camera council meeting discuss that a dispute does exist between the parties and may request of the city manager that mediation/conciliation be commenced.
26. If one or both of the parties to the dispute believes that the dispute has not been resolved following initial discussions to attempt to resolve the dispute, the parties may jointly ask the mayor to request the city manager to prepare a confidential council report to arrange for the engagement of a professional mediator or conciliator. The request for mediation or conciliation is to be made to the city manager during a closed section of a council meeting and only after the initial dispute resolution process has been attempted. An estimate of the full cost of conducting the mediation process is to be provided at this meeting.
27. It is compulsory for all parties to the dispute to attend mediation or conciliation where this has been requested.

Mediation or Conciliation

28. If a mediator or conciliator is appointed, all council members will cooperate with the dispute resolution process and provide reasonable assistance to the mediator or conciliator when requested to do so.
29. Following mediation, the mediator or conciliator shall prepare a report for the city manager that includes the recommendations and actions to be taken as a consequence of the mediation. This report is to be presented during an in-camera council meeting.
30. If following mediation or conciliation all parties agree that the dispute has been resolved and agreement has been reached on adherence to the recommended actions, the matter is closed. If, however, it has not been resolved to the satisfaction of all parties, the parties involved will be required, at a minimum, to adhere to the *Procedures Bylaw* and the *Standards for Council Members*.
 - (1) Council may request that the mayor strictly adhere to the Control and Conduct of Meetings section of the *Procedures Bylaw* in order to maintain civility at council meetings and ensure that council members are able to carry out their role in the best interests of the municipality.
 - (2) The dispute resolution process between the same council members/parties can only be re-commenced through a decision of council.

Council Procedures Bylaw – Code of Conduct

- (3) The dispute resolution process between the same council members or parties can only be re-commenced through a decision of council.
- (4) Notwithstanding the above, council will not undertake a dispute resolution procedure if it is to occur during the caretaker period prior to a council election.

Dispute Between Mayor and other Council Members

- 31. If the un-resolvable dispute is between the mayor and another member of council, two other council members may, after consultation with the city manager, recommend to council that the dispute be referred to the city manager to obtain an external mediator or conciliator. Such discussion will need to be considered during a closed section of a council meeting. All other aspects of the dispute resolution procedure apply.

ENFORCEMENT OF STANDARDS

- 32. These standards for council members will be self-regulated by council.
- 33. Council members shall be cognizant of their responsibilities under these standards.

CITY OF WHITEHORSE

BYLAW 2020-34

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of a multi-family housing complex on Centennial Street in the Porter Creek neighbourhood;

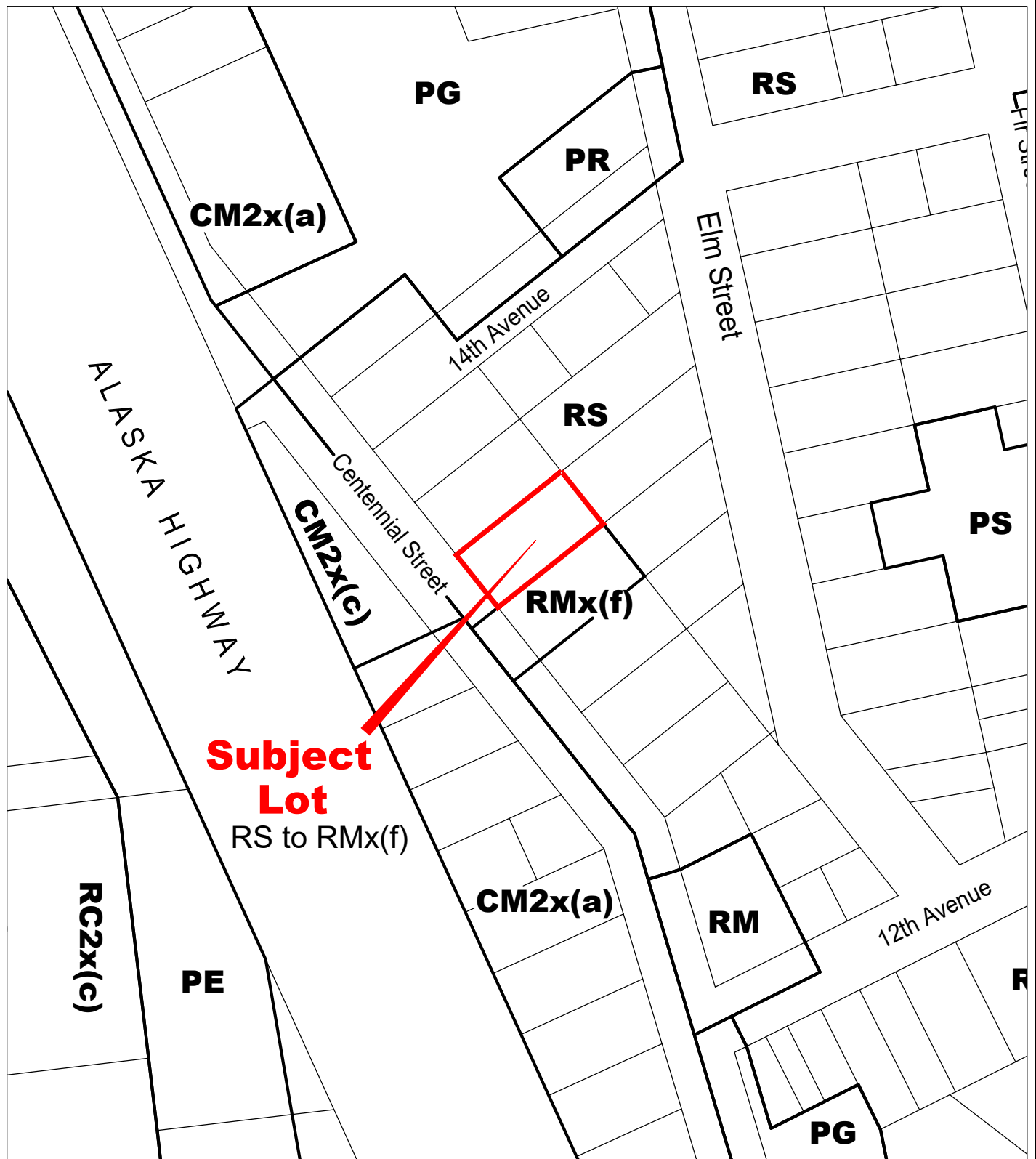
NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Section 9 of Zoning Bylaw 2012-20 is hereby amended by deleting existing subsection 9.12.7 f) and substituting therefore a new subsection 9.12.7 f) as follows:
 "9.12.7 f) Lots 82 and 83, Plan 25142 LTO in Porter Creek, located at 1308 Centennial Street and 1306 Centennial Street respectively, are designated RMx(f) with the special modifications being:
 (1) the maximum height is 13 m; and
 (2) the maximum density is 9 units."
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 82, Plan 25142 LTO, located at 1308 Centennial Street in Porter Creek, from RS–Residential Single Detached to RMx(f)–Residential Multiple Housing (modified), as indicated on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon final passage thereof.

FIRST READING: November 9, 2020
PUBLIC NOTICE: December 16 and 23, 2020
PUBLIC HEARING: January 11, 2021
SECOND READING:
THIRD READING and ADOPTION:


Mayor

Assistant City Clerk



Bylaw 2020-34
A bylaw to amend the zoning of 1308 Centennial St from RS-Residential Single Detached to RMx(f)-Residential Multiple Housing (modified) with max. height 13m and max. density 9 units

LEGEND

 SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2021-01

A bylaw to adopt the 2021 annual operating and maintenance budget and the 2022 and 2023 provisional budgets

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

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

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

1. The 2021 annual operating and maintenance budget and the provisional budgets for 2022 and 2023, attached hereto as Appendix "A" and forming part of this bylaw, is hereby adopted.
2. No expenditure may be made that is not provided for in the 2021 annual operating budget unless such expenditure is approved:
 - (1) by resolution of council to a maximum expenditure of \$500,000.00; or
 - (2) by bylaw for expenditures in excess of \$500,000.00.
3. Expenditures authorized in accordance with section 2(1) of this bylaw that result in an increase in total expenditures above what was approved in the 2021 operating and maintenance budget shall be brought forward for final approval through an umbrella bylaw at year end.
4. The Director of Corporate Services is hereby authorized to re-allocate funds within the line items in Appendix "A" to a maximum expenditure of \$100,000.00.
5. The Director of Corporate Services and City Manager may jointly re-allocate funds between the line items in Appendix "A" to a maximum expenditure of \$100,000.00.
5. This bylaw shall be deemed to have been in full force and effect on January 1, 2021.

FIRST READING: January 11, 2021

PUBLIC NOTICE: January 15 and 22, 2021

PUBLIC INPUT: January 25, 2021

SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

CITY OF WHITEHORSE
2021-2023 OPERATING BUDGET
APPENDIX A

REVENUES

	2020	2021	2022	2023
	Revised Budget	Budget	Provisional	Provisional
01 General Government				
110 Corporate Services		(195,967)		
300 Business & Information Technology Services	(112,116)	(1,000)	(1,000)	(1,000)
240 Engineering Services	(588,800)	(593,049)	(597,814)	(597,814)
260 Financial Services	(54,515,296)	(56,500,702)	(56,403,077)	(57,289,755)
280 Human Resources		(135,000)	(50,000)	
220 Legislative & Administrative Services	(46,500)	(10,000)	(500)	(500)
200 Strategic Communications				
650 Water & Waste Services	(43,642)			
Total Revenues	(55,306,354)	(57,435,718)	(57,052,391)	(57,889,069)
02 Protective Services				
400 Bylaw Services	(1,333,350)	(1,301,250)	(1,301,250)	(1,301,250)
260 Financial Services	(25,000)	(25,000)	(25,000)	(25,000)
440 Fire & Emergency Services	(18,000)	(14,000)	(14,000)	(14,000)
721 Land & Building Services	(1,275,000)	(1,280,000)	(1,280,000)	(1,280,000)
460 Safety Services	(20,000)	(20,000)	(20,000)	(20,000)
Total Revenues	(2,671,350)	(2,640,250)	(2,640,250)	(2,640,250)
03 Transportation Services				
260 Financial Services	(4,722,845)	(5,026,839)	(5,034,564)	(5,042,289)
500 Operations	(590,791)	(561,215)	(586,831)	(590,232)
580 Transit Services	(1,438,167)	(1,558,300)	(1,438,167)	(1,438,167)
Total Revenues	(6,751,803)	(7,146,354)	(7,059,562)	(7,070,688)
04 Environmental Services				
260 Financial Services	(62,000)	(62,000)	(62,000)	(62,000)
500 Operations	(26,925)	(26,925)	(26,925)	(26,925)
720 Planning & Sustainability	(25,000)	(25,000)	(25,000)	(25,000)
650 Water & Waste Services	(14,765,599)	(15,306,926)	(15,345,921)	(15,473,796)
Total Revenues	(14,879,524)	(15,420,851)	(15,459,846)	(15,587,721)
05 Public Health Services				
740 Parks & Community Development	(59,987)	(60,697)	(60,711)	(60,725)
Total Revenues	(59,987)	(60,697)	(60,711)	(60,725)
06 Community Development Services				
721 Land & Building Services	(869,878)	(1,029,878)	(1,029,878)	(1,029,878)
720 Planning & Sustainability	(177,000)	(77,000)	(77,000)	(77,000)
Total Revenues	(1,046,878)	(1,106,878)	(1,106,878)	(1,106,878)
07 Recreation & Cultural Services				
740 Parks & Community Development	(199,851)	(209,423)	(94,663)	(94,690)
750 Recreation & Facility Services	(3,897,941)	(4,153,326)	(4,107,741)	(4,108,011)
Total Revenues	(4,097,792)	(4,362,749)	(4,202,404)	(4,202,701)
Total	(84,813,688)	(88,173,497)	(87,582,042)	(88,558,032)

CITY OF WHITEHORSE
2021-2023 OPERATING BUDGET
APPENDIX A

EXPENSES

	2020	2021	2022	2023
	Revised Budget	Budget	Provisional	Provisional
01 General Government				
100 City Manager	395,637	401,548	402,802	404,055
140 Community & Recreation Services	233,002	275,730	278,984	283,246
110 Corporate Services	229,280	469,127	276,413	279,717
130 Development Services	237,841	281,974	285,228	288,532
120 Infrastructure & Operations	228,548	272,612	275,866	279,170
300 Business & Information Technology Services	1,705,385	1,851,934	1,873,232	1,892,827
240 Engineering Services	1,576,740	1,729,018	1,751,132	1,773,564
260 Financial Services	11,921,615	12,771,167	12,419,031	12,969,365
280 Human Resources	1,430,043	1,646,469	1,628,973	1,591,595
220 Legislative & Administrative Services	1,265,935	1,263,935	1,271,119	1,309,056
500 Operations	3,115,388	2,208,975	2,219,603	2,230,250
200 Strategic Communications	424,437	491,124	496,466	501,858
650 Water & Waste Services	106,069			
Total Expenses	22,869,920	23,663,613	23,178,849	23,803,235
02 Protective Services				
400 Bylaw Services	1,937,470	2,034,572	2,083,707	2,106,004
440 Fire & Emergency Services	6,345,210	6,450,861	6,551,425	6,641,627
721 Land & Building Services	644,267	625,162	633,068	641,022
500 Operations	1,075,520	1,364,422	1,252,051	1,152,148
740 Parks & Community Development				
460 Safety Services	421,057	355,980	176,340	177,858
Total Expenses	10,423,524	10,830,997	10,696,591	10,718,659
03 Transportation Services				
500 Operations	14,816,887	15,738,218	15,943,478	15,943,589
580 Transit Services	4,709,741	4,877,117	4,717,094	4,767,207
Total Expenses	19,526,628	20,615,335	20,660,572	20,710,796
04 Environmental Services				
500 Operations	312,984	330,086	331,425	332,531
740 Parks & Community Development	56,317	56,585	56,930	57,274
720 Planning & Sustainability	261,535	317,475	321,026	324,660
650 Water & Waste Services	14,277,892	14,866,466	14,905,015	15,033,417
Total Expenses	14,908,728	15,570,612	15,614,396	15,747,882
05 Public Health Services				
500 Operations	1,087	1,099	1,099	1,099
740 Parks & Community Development	249,592	243,154	255,868	248,609
Total Expenses	250,679	244,253	256,967	249,708
06 Community Development Services				
721 Land & Building Services	2,063,043	2,517,941	2,531,200	2,546,875
720 Planning & Sustainability	1,283,943	947,888	956,749	968,703
Total Expenses	3,346,986	3,465,829	3,487,949	3,515,578
07 Recreation & Cultural Services				
500 Operations	1,131,863	1,106,312	1,139,410	1,148,683
740 Parks & Community Development	3,205,456	3,306,268	3,128,334	3,160,401
750 Recreation & Facility Services	9,149,904	9,370,278	9,418,974	9,503,090
Total Expenses	13,487,223	13,782,858	13,686,718	13,812,174
Total	84,813,688	88,173,497	87,582,042	88,558,032

CITY OF WHITEHORSE

BYLAW 2021-02

A bylaw to levy taxes for the year 2021

WHEREAS section 55(2) of the *Assessment and Taxation Act* requires that each municipality shall levy taxes upon all taxable real property within its jurisdiction; and

WHEREAS section 55(3) of the *Assessment and Taxation Act* provides for the establishment of different classes of real property, and varied tax rates according to the class of real property to be taxed;

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

1. In this bylaw,

"Agricultural" means all property used primarily for agricultural purposes and designated on the Whitehorse Assessment Roll as AGR.

"Non-Residential" means all property used primarily for commercial, industrial and public purposes and designated on the Whitehorse Assessment Roll as CH, CMC, CMH, CML, CR, CMS, INS, MHI, MSI, PI, PRC and QRY.

"Residential" means all property used primarily for residential use and designated on the Whitehorse Assessment Roll as OSP, POS, RCM, REC, RMH, RR1, RSA, RSC, RSM, RS1, RS2 and TRA.

2. A general tax for the year 2021 shall be levied upon all taxable real property in the City of Whitehorse classified "agricultural" at the rate of 1.140 percent.
3. A general tax for the year 2021 shall be levied upon all taxable real property in the City of Whitehorse classified "non-residential" at the rate of 1.622 percent.
4. A general tax for the year 2021 shall be levied upon all taxable real property in the City of Whitehorse classified "residential" at the rate of 1.070 percent.
5. This bylaw shall be deemed to have been in full force and effect on January 1, 2021.

FIRST READING: January 11, 2021

SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

CITY OF WHITEHORSE
BYLAW 2021-02

EXPLANATORY NOTES

The attached bylaw sets out the 2021 property tax mill rates. The tables below show how the 2021 mill rates compare to the previous four years.

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Agricultural	1.140	1.154	1.167	1.141	1.185
Non-Residential	1.622	1.636	1.649	1.612	1.712
Residential	1.070	1.084	1.097	1.072	1.114

Average Residential Property (RSC, RS1, RR1 and RS2)

<u>Assessment</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Improvements	\$163,385	\$159,115	\$153,694	\$152,290	\$144,241
Land	\$74,374	\$74,705	\$71,823	\$72,030	\$66,783
Total Assessed Value	\$237,579	\$233,821	\$225,517	\$224,321	\$211,024
Tax Levy	\$2,544	\$2,535	\$2,474	\$2,405	\$2,351

CITY OF WHITEHORSE

BYLAW 2021-03

A bylaw to amend Fees and Charges Bylaw 2014-36

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

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

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect the 2021 Operating and Maintenance Budget and the provisional budgets for 2022 and 2023;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedules 3, 5, 8 and 12 and substituting therefore new Schedules 3, 5, 8 and 12 attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall be deemed to have been in full force and effect on the 1st day of January 2021.

FIRST READING: January 11, 2021

SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

CITY OF WHITEHORSE
BYLAW 2021-03

Explanatory Notes

The attached bylaw amends the Fees and Charges Bylaw to reflect changes required as part of the annual budget process. The changes are highlighted and include fee increases and new fees to reflect new services as detailed herein:

- Effective January 1, 2021 increase the Parks Rental Fees and Cemetery Fees by 2%. This is the standard annual increase.
- Effective January 1, 2021 introduce a new fee of \$102 for Group Site Rental – Robert Service Campground Park User Fees.
- Increase Recreation and Facility Services fees and charges by 2% effective September 1, 2021. This is the standard annual increase, affecting sports fields and arenas, pool, storage, memberships and admissions.
- Effective January 1, 2021 introduce a new fee of \$476.19 for Full Day Rental Rate for Large Meeting Area.
- Effective September 1, 2021 increase Pool Rental Fee by 11.5% for Y/S/D Non-Profit Discount.
- Reduce Pool Rental Fee by 11.5% for Y/S/D Non-Profit Discount retroactively to September 1, 2020.
- Increase Waste Management Fees by 2.75% (\$3.00 per tonne).
- Increase Government of Yukon tipping fees by \$100 per tonne as per Memorandum of Understanding.

FEE DESCRIPTION				Bylaw 2021-03		Final Fee if	UNITS
				Approved	Date Fee	GST Applicable	
				Base Fee	Effective	+ 5% GST	
Cemetery	Disinterment	urn	only for forensic purposes	375.99	1-Jan-21	394.79	each
Cemetery	Disinterment	casket	only for forensic purposes	896.82	1-Jan-21	941.66	each
Cemetery	Interment	urn -after normal business hours	includes internment permit fee	524.91	1-Jan-21	551.16	each
Cemetery	Interment	casket-after normal business hours	includes vault, shoring & internment permit fee	2,097.61	1-Jan-21	2,202.49	each
Cemetery	Interment-winter	casket	includes vault, shoring & internment permit fee	1,768.63	1-Jan-21	1,857.06	additional each
Cemetery	Interment	urn -during normal business hours	includes internment permit fee	349.96	1-Jan-21	367.46	each
Cemetery	Interment	casket-during normal business hours	includes vault, shoring & internment permit fees	1,635.64	1-Jan-21	1,717.42	each
Cemetery	Plot Purchase & Reservation Certificate	urn or casket -includes perpetual care & headstone placement for standard sized headstone		699.91	1-Jan-21	735.00	each
Cemetery	Monument/Headstone/Memorial tablet Installation charge		upright to 24 inches	231.40	1-Jan-21	242.97	each
Cemetery	Monument/Headstone/Memorial tablet Installation charge		upright to 48 inches	364.38	1-Jan-21	382.60	each

FEE DESCRIPTION				Bylaw 2020-22		Final Fee 5% GST Inc	Bylaw 2021-03		Final Fee 5% GST Inc	UNITS
				Approved Base Fee	Date Fee Effective		Approved Base Fee	Date Fee Effective		
Rec Facilities	Administration	Withdrawal/Change	All Programs	25.00	1-Jul-13		25.00	1-Jul-13		Each
Rec Facilities	***non-profit groups charging admission pay the regular rate -				23-Feb-09			23-Feb-09		
Rec Facilities	***for profit groups minimum full cost recovery plus negotiated				1-Mar-11			1-Mar-11		
Rec Facilities	Rental, Leisure Ice	Dry-Floor Leisure Ice	1/3 of Dry floor arena rates	0.00	1-Jan-11	0.00	0.00	1-Jan-11	0.00	1/2 day
Rec Facilities	Damage Deposit	Dry floor rentals or any rentals where liquor is served or consumed-\$500 per booking		500.00	1-Jan-10	no gst	500.00	1-Jan-10	no gst	per booking
Rec Facilities	Dry Floor (Arenas)	Regular Rate + cost of staff	plus cost of staff	165.76	1-Sep-20	174.05	169.08	1-Sep-21	177.55	hour
Rec Facilities	Dry Floor (Arenas)	Y/S/D Non-Profit Discount	plus cost of staff	76.29	1-Sep-20	80.10	77.81	1-Sep-21	81.70	hour
Rec Facilities	Dry Floor (Arenas)	Adult Non-Profit Discount	plus cost of staff	114.33	1-Sep-20	120.05	116.62	1-Sep-21	122.45	hour
Rec Facilities	Rental, Fieldhouses	Y/S/D Non-profit Discount	Non-Prime Time 6am-3pm Mon-Fri & all summer	57.19	1-Sep-20	60.05	58.33	1-Sep-21	61.25	hour
Rec Facilities	Rental, Fieldhouses	Adult Non-profit Discount	Non-Prime Time 6am-3pm Mon-Fri & all summer	85.76	1-Sep-20	90.05	87.48	1-Sep-21	91.85	hour
Rec Facilities	Rental, Takhini Arena	Mezzanine	Summer(minimum 3 hr Rental)	66.67	1-Sep-20	70.00	66.67	1-Sep-20	70.00	hour
Rec Facilities	Rental, Outdoor Training Field (Takhini Arena)	April 1 - Sept 30 (based on field condition)		Actual Cost	23-Feb-09	Actual Cost Plus GST	Actual Cost	23-Feb-09	Actual Cost Plus GST	each
Rec Facilities	Rental, Snowball	Maximum 1.5 hours operation	With Leisure Ice rental	52.62	1-Sep-20	55.25	53.67	1-Sep-21	56.35	each 15 min
Rec Facilities	Rental, Parking Lot	Regular Rate	valid April 1-Sept 30, outside regular season	43.05	1-Sep-20	45.20	43.91	1-Sep-21	46.10	hour
Rec Facilities	Rental, Winter Ice	Adult Discount	Non-Prime Time 6am-3pm Mon-Fri	126.38	1-Sep-20	132.70	128.91	1-Sep-21	135.35	hour
Rec Facilities	Rental, Winter Ice	Y/S/D Discount	Non-Prime Time 6am-3pm Mon-Fri	80.19	1-Sep-20	84.20	81.79	1-Sep-21	85.90	hour
Rec Facilities	Rental, Winter Ice	Adult Non-Profit Discount	Sept -April	168.62	1-Sep-20	177.05	171.99	1-Sep-21	180.60	hour
Rec Facilities	Rental, Winter Ice	Y/S/D Non-Profit Discount	Sept-April	106.90	1-Sep-20	112.25	109.04	1-Sep-21	114.50	hour
Rec Facilities	Rental Ice	Regular rate	January 1-December 31	215.90	1-Sep-20	226.70	220.22	1-Sep-21	231.25	hour
Rec Facilities	Rental, Ice Summer	Non-Profit Discount	May - August	163.52	1-Sep-20	171.70	166.79	1-Sep-21	175.15	hour
Rec Facilities	Storage/Exclusive Use Space	Storage Locker	Less Than 100 Cu Ft	125.48	1-Sep-20	131.75	127.99	1-Sep-21	134.40	year
Rec Facilities	Storage/Exclusive Use Space	Small areas	100-299 cu ft.	500.86	1-Sep-20	525.90	510.87	1-Sep-21	536.40	year
Rec Facilities	Storage/Exclusive Use Space	Medium areas	300-699 cu ft.	750.95	1-Sep-20	788.50	765.97	1-Sep-21	804.25	year
Rec Facilities	Storage/Exclusive Use Space	Large areas	700-1000 cu ft.	999.95	1-Sep-20	1049.95	1019.95	1-Sep-21	1070.95	year
Rec Facilities	Storage/Exclusive Use Space	Other areas	Over 1000 Cu Ft. or has specialized services	1251.29	1-Sep-20	1313.85	1276.31	1-Sep-21	1340.15	year
Rec Facilities	Office Space	office space rental		226.43	1-Sep-20	237.75	230.96	1-Sep-21	242.50	Monthly
Rec Facilities	Rental	Kiosk Space	Non-Profit	29.76	1-Sep-20	31.25	30.36	1-Sep-21	31.85	Day
Rec Facilities	Booking Amendment Fee	Request for changes to their rentals after being firmed up		5.00	1-Sep-15	No GST	5.00	1-Sep-15	No GST	Day
Rec Facilities	Rental	Static Display Space	with written approval by Manager	11.67	1-Sep-20	12.25	11.90	1-Sep-21	12.50	Day
Rec Facilities	Rental	Additional Staff	Extra rec staff required for rental or event support	hourly rate + staff	1-Sep-15	hourly rate + staff	hourly rate + staff	1-Sep-15	hourly rate + staff	hour
Rec Facilities	Rental, Meeting Space	Large meeting area	Grey Mountain Room, Wellness Studio, Literacy Centre, Mezzanine	47.62	1-Sep-20	50.00	47.62	1-Sep-20	50.00	hour

FEE DESCRIPTION				Bylaw 2020-22		Final Fee 5% GST Inc	Bylaw 2021-03		Final Fee 5% GST Inc	UNITS
				Approved Base Fee	Date Fee Effective		Approved Base Fee	Date Fee Effective		
Rec Facilities	Rental, Meeting Space	Large meeting area-per day (10-24 hr)	Grey Mountain Room, Wellness Studio, Literacy Centre, Mezzanine				476.19	1-Jan-21	500.00	per day
Rec Facilities	Rental, Meeting Space	Small meeting area	Meeting rooms, Kitchen and portion of Concourse	23.81	1-Sep-20	25.00	23.81	1-Sep-20	25.00	hour
Rec Facilities	Rental, Pool	Regular Rate	2 Lifeguards for up to 50 people	327.71	1-Sep-20	344.10	334.27	1-Sep-21	351.00	hour
Rec Facilities	Rental, Pool	Pool-Adult Non-Profit Discount	2 Lifeguards for up to 50 people	245.76	1-Sep-20	258.05	250.68	1-Sep-21	263.20	hour
Rec Facilities	Rental, Pool	Pool - Youth/Senior/Disabled Non-Profit Discount	2 Lifeguards for up to 50 people	163.86	1-Sep-20	172.05	167.13	1-Sep-21	175.50	hour
Rec Facilities	Rental, Pool	Pool - Youth/Senior/Disabled Non-Profit Discount	2 Lifeguards for up to 50 people				145.27	1-Sep-20	152.55	hour
Rec Facilities	Rental, Pool Lane	Pool Lane	1/8 of Pool Rental Rates	0.00	1-Jan-11	0.00	0.00	1-Jan-11	0.00	hour
Rec Facilities	Daily Single Admission	Adult	19 - 59 years	7.76	1-Sep-20	8.15	7.92	1-Sep-21	8.30	each
Rec Facilities	Daily Single Admission	Senior/Student	60 yrs. or older, or proof of current post-secondary enrollment	6.33	1-Sep-20	6.65	6.46	1-Sep-21	6.80	each
Rec Facilities	Daily Single Admission	Youth or Disabled	2 to 18 years or permanent disability	4.05	1-Sep-20	4.25	4.13	1-Sep-21	4.35	each
Rec Facilities	Daily Single Admission	Family	2 guardians with up to 5 dependents 18 and under, at the same address	17.95	1-Sep-20	18.85	18.31	1-Sep-21	19.25	each
Rec Facilities	Daily Single Admission	Small Child	Under 2	No Charge	15-Oct-05	No Charge	No Charge	15-Oct-05	No Charge	each
Rec Facilities	6 Month Membership	Adult	19 - 59 years	289.52	1-Sep-20	304.00	295.31	1-Sep-21	310.00	per 6 Months
Rec Facilities	6 Month Membership	Senior/Student	60 yrs. or older, or proof of current post-secondary enrollment	238.10	1-Sep-20	250.00	242.86	1-Sep-21	255.00	per 6 Months
Rec Facilities	6 Month Membership	Youth or Disabled	2 to 18 years or permanent disability	144.76	1-Sep-20	152.00	147.66	1-Sep-21	155.00	per 6 Months
Rec Facilities	6 Month Membership	1 Adult Family	1 guardian with up to 5 dependents 18 and under, at the same address	371.43	1-Sep-20	390.00	378.86	1-Sep-21	398.00	per 6 Months
Rec Facilities	6 Month Membership	2 Adult Family	2 guardians with up to 5 dependents 18 and under, at the same address	632.38	1-Sep-20	664.00	645.03	1-Sep-21	677.00	per 6 Months
Rec Facilities	1 year Membership	Adult	19 - 59 years	521.90	1-Sep-20	548.00	532.34	1-Sep-21	559.00	annual
Rec Facilities	1 year Membership	Senior/Student	60 yrs. or older, or proof of current post-secondary enrollment	429.52	1-Sep-20	451.00	438.11	1-Sep-21	460.00	annual
Rec Facilities	1 year Membership	Youth or Disabled	2 to 18 years or permanent disability	266.67	1-Sep-20	280.00	272.00	1-Sep-21	286.00	annual
Rec Facilities	1 year Membership	1 Adult Family	1 guardian with up to 5 dependents 18 and under, at the same address	672.38	1-Sep-20	706.00	685.83	1-Sep-21	720.00	annual
Rec Facilities	1 year Membership	2 Adult Family	2 guardians with up to 5 dependents 18 and under, at the same address	1148.57	1-Sep-20	1206.00	1171.54	1-Sep-21	1230.00	annual
Rec Facilities	30 Day Pass	Adult	19 - 59 years	53.33	1-Sep-20	56.00	54.40	1-Sep-21	57.00	each
Rec Facilities	30 Day Pass	Senior/Student	60 yrs. or older, or proof of current post-secondary enrollment	43.81	1-Sep-20	46.00	44.69	1-Sep-21	47.00	each
Rec Facilities	30 Day Pass	Youth or Disabled	2 to 18 years or permanent disability	26.67	1-Sep-20	28.00	27.20	1-Sep-21	29.00	each
Rec Facilities	30 Day Pass	1 Adult Family	1 guardian with up to 5 dependents 18 and under, at the same address	68.57	1-Sep-20	72.00	69.94	1-Sep-21	73.00	each
Rec Facilities	30 Day Pass	2 Adult Family	2 guardians with up to 5 dependents 18 and under, at the same address	117.14	1-Sep-20	123.00	119.49	1-Sep-21	125.00	each
Rec Facilities	Group Membership	On 6 Month & 1 Year Memberships	10 or more people in a group will receive 10% off individual memberships	0.00	1-Sep-20	0.00	0.00	1-Sep-20	0.00	
Rec Facilities	Adult Programming	min. 100% recoverable	Including all partnership Programs	See Leisure Guide	1-Jan-10	See Active Living Guide	See Leisure Guide	1-Jan-10	See Active Living Guide	each
Rec Facilities	Children/Youth/Senior/Disabled Programming	min. 50% recoverable	not including day camp	See Leisure Guide	1-Jan-10	See Active Living Guide	See Leisure Guide	1-Jan-10	See Active Living Guide	each
Rec Facilities	Day-camp Programming	min. 60% recoverable		See Leisure Guide	1-Mar-11	See Active Living Guide	See Leisure Guide	1-Mar-11	See Active Living Guide	each
Rec Facilities	10-Day Flex Pass (max 2 year)	Adult	19 - 59 years and it expires in 2 years from the date of purchase	68.57	1-Sep-20	72.00	69.94	1-Sep-21	73.00	each

FEE DESCRIPTION				Bylaw 2020-22		Final Fee 5% GST Inc	Bylaw 2021-03		Final Fee 5% GST Inc	UNITS
				Approved Base Fee	Date Fee Effective		Approved Base Fee	Date Fee Effective		
Rec Facilities	10-Day Flex Pass (max 2 year)	Senior/Student	60 yrs. or older, or proof of current post-secondary enrollment and expires in 2 years from the date of purchase	55.24	1-Sep-20	58.00	56.34	1-Sep-21	59.00	each
Rec Facilities	10-Day Flex Pass (max 2 year)	Child/Youth or Disabled	2 to 18 years or permanent disability and it expires in 2 years from the date of purchase	35.24	1-Sep-20	37.00	35.94	1-Sep-21	38.00	each
Rec Facilities	10-Day Flex Pass (max 2 year)	Family	2 guardians with up to 5 dependents 18 and under, at the same address and it expires in 2 years from the date of purchase	161.90	1-Sep-20	170.00	165.14	1-Sep-21	173.00	each
Rec Facilities	Rental, set up	1/2 of regular rental rate	1/2 of regular rental rate		1-Jan-10	1/2 of regular rental rate	2 of regular rental rate	1-Jan-10	1/2 of regular rental rate	per booking
Rec Facilities	Rental, Fieldhouses	Y/S/D Non-Profit Discount	Flexihall or Fieldhouse	76.29	1-Sep-20	80.10	77.81	1-Sep-21	81.70	hour
Rec Facilities	Rental, Fieldhouses	Adult Non-Profit Discount	Flexihall or Fieldhouse	114.33	1-Sep-20	120.05	116.62	1-Sep-21	122.45	hour
Rec Facilities	Rental, Fieldhouses	Regular Rate	Flexihall or Fieldhouse	152.52	1-Sep-20	160.15	155.57	1-Sep-21	163.35	hour
Rec Facilities	Rental Sports Equipment	skate rentals/badminton racquets		3.71	1-Sep-20	3.90	3.78	1-Sep-21	3.95	per unit
Rec Facilities	Rental	Portable Bleachers	Staff costs	Actual Cost	1-Sep-20	Actual Cost	Actual Cost	1-Sep-20	Actual Cost	each
Rec Facilities	Rental	Mobile Electric Cart	240 Volts	100.19	1-Sep-20	105.20	102.19	1-Sep-21	107.30	each
Rec Facilities	Rental	Basic Equipment	Table, Podium	11.90	1-Sep-20	12.50	12.14	1-Sep-21	12.75	each
Rec Facilities	Rental	Minor Equipment	AV Equipment, Projector, Activity Bag	23.81	1-Sep-20	25.00	24.29	1-Sep-21	25.50	each
Rec Facilities	Rental	Major Equipment	Fitness, High Value or Set of Equipment	71.43	1-Sep-20	75.00	72.86	1-Sep-21	76.50	each
Rec Facilities	Rental	Chairs		2.38	1-Sep-20	2.50	2.43	1-Sep-21	2.55	each
Rec Facilities	Rental	Outside Hours Operation	Charges at Regular Rental Rate, Non-profit discounts do not apply	Per Rental Type	1-Sep-20	Per Rental Type	Per Rental Type	1-Sep-20	Per Rental Type	each
Rec Facilities	Floor covering installation	Staff Costs	Full Flexi is 8 hours	Actual Cost	1-Sep-20	Actual Cost Plus GST	Actual Cost	1-Sep-20	Actual Cost Plus GST	actual cost
Rec Facilities	Stage (4' X 8' Risers)	Staff Costs	One Section is one Hour	Actual Cost	1-Sep-20	Actual Cost Plus GST	Actual Cost	1-Sep-20	Actual Cost Plus GST	each
Rec Facilities	Advertising	Board Advertising - CGC	Board advertising for arenas and fieldhouses	864.76	1-Jan-20	908.00	864.76	1-Jan-20	908.00	annual
Rec Facilities	Advertising	Poster Ads	Poster Ads up to 11x17	26.67	1-Jan-20	28.00	26.67	1-Jan-20	28.00	Monthly
Rec Facilities	Advertising	4x8 Sign - CGC	4x8 Sign Advertising	570.48	1-Jan-20	599.00	570.48	1-Jan-20	599.00	annual
Rec Facilities	Advertising	Takhini Arena	65% of CGC Advertising rates	65% of CGC rates	1-Jan-20	65% of CGC rates	65% of CGC rates	1-Jan-20	65% of CGC rates	annual
Rec Facilities	Advertising	Resurfacers - CGC	1 Side	1100.00	1-Jan-20	1155.00	1100.00	1-Jan-20	1155.00	annual
Rec Facilities	Advertising	Resurfacers - CGC	2 Sides	1650.48	1-Jan-20	1733.00	1650.48	1-Jan-20	1733.00	annual
Rec Facilities	Advertising	Resurfacers - CGC	Top	824.76	1-Jan-20	866.00	824.76	1-Jan-20	866.00	annual
Rec Facilities	Advertising	Resurfacers - CGC	Front	550.48	1-Jan-20	578.00	550.48	1-Jan-20	578.00	annual
Rec Facilities	Advertising	Resurfacers - CGC	Rear	275.24	1-Jan-20	289.00	275.24	1-Jan-20	289.00	annual
Rec Facilities	Advertising	Resurfacers - CGC	Entire Machine	2200.00	1-Jan-20	2310.00	2200.00	1-Jan-20	2310.00	annual
Rec Facilities	Advertising	Ice Logo - CGC	1/2 Centre Ice	1650.48	1-Jan-20	1733.00	1650.48	1-Jan-20	1733.00	annual
Rec Facilities	Advertising	Ice Logo - CGC	Full Centre Ice	2200.00	1-Jan-20	2310.00	2200.00	1-Jan-20	2310.00	annual
Rec Facilities	Advertising	Ice Logo - CGC	Neutral Zone, End Zone, Blue Line	1100.00	1-Jan-20	1155.00	1100.00	1-Jan-20	1155.00	annual
Rec Facilities	Advertising	Ice Logo - CGC	Face Off Dots	275.24	1-Jan-20	289.00	275.24	1-Jan-20	289.00	annual

FEE DESCRIPTION				Bylaw 2020-22		Final Fee 5% GST Inc	Bylaw 2021-03		Final Fee 5% GST Inc	UNITS
				Approved Base Fee	Date Fee Effective		Approved Base Fee	Date Fee Effective		
Rec Facilities	Advertising	Hallway Beams	Takhini Arena Only	82.86	1-Jan-20	87.00	82.86	1-Jan-20	87.00	annual
Rec Facilities	Advertising	Active Living Guide-Non-Profit Organizations	HALF PAGE	87.62	1-Sep-20	92.00	87.62	1-Sep-20	92.00	each
Rec Facilities	Advertising	Active Living Guide-Non-Profit Organizations	FULL PAGE	145.71	1-Sep-20	153.00	145.71	1-Sep-20	153.00	each
Rec Facilities	Advertising	Active Living Guide - Profit Organizations	HALF PAGE	145.71	1-Sep-20	153.00	145.71	1-Sep-20	153.00	each
Rec Facilities	Advertising	Active Living Guide - Profit Organizations	FULL PAGE	259.05	1-Sep-20	272.00	259.05	1-Sep-20	272.00	each
Rec Facilities	Advertising	Active Living Guide - Cover Pages	10% off 2 editions, 15% off 3 editions	1566.24	1-Jan-14	1644.55	1566.24	1-Jan-14	1644.55	each
Rec Facilities	Keys Deposit	all facilities	all facilities	50.00	1-Jan-10	no gst	50.00	1-Jan-10	no gst	each
Rec Facilities	Wellness Service	Basic Body Comp or Program Design	Individual Member	23.82	1-Sep-20	25.00	23.82	1-Sep-20	25.00	each
Rec Facilities	Wellness Service	Basic Body Comp or Program Design	Individual Non-member	47.62	1-Sep-20	50.00	47.62	1-Sep-20	50.00	each
Rec Facilities	Bag of Pins	Whitehorse Pins	Bag of 25	9.52	1-Jan-15	10.00	9.52	1-Jan-15	10.00	bag of 25

FEE DESCRIPTION				Bylaw 2021-23		Final Fee 5% GST Inc	UNITS
				Approved	Date Fee		
				Base Fee	Effective		
Parks	Deposit, Damage- All booking	fully refundable if all rental conditions met		500.00	1-Jan-15	no gst	each
Parks	Shipyards Park	Non-Profit Rental - full day	24 Hours	416.50	1-Jan-21	437.33	full day
Parks	Shipyards Park	Non-Profit Rental - half day	6 Hours	208.47	1-Jan-21	218.89	half day
Parks	Shipyards Park	For Profit Rental - full day	24 Hours	833.00	1-Jan-21	874.65	full day
Parks	Shipyards Park	For Profit Rental - half day	6 Hours	416.50	1-Jan-21	437.33	half day
Parks	All Parks excluding Shipyards	Profit Rental - full day	24 Hours	613.70	1-Jan-21	644.39	full day
Parks	All Parks excluding Shipyards	Profit Rental - half day	6 Hours	306.83	1-Jan-21	322.17	half day
Parks	All Parks excluding Shipyards	Profit Rental - Hourly	1 Hour	70.43	1-Jan-21	73.95	hourly
Parks	All Parks excluding Shipyards	Non-Profit Rental - full day	24 Hours	306.83	1-Jan-21	322.17	half day
Parks	All Parks excluding Shipyards	Non-Profit Rental - half day	6 Hours	153.44	1-Jan-21	161.11	full day
Parks	All Parks excluding Shipyards	Non-Profit Rental - Hourly	1 Hour	35.21	1-Jan-21	36.97	hourly
Parks	For Profit in Designated Areas ONLY- Hourly	Programmed Activities in Area- Per Hour -no staff		25.74	1-Jan-21	27.03	per hour
Parks	Non-Profit Rental -per portion of Shipyards Park Building		per portion, per hour	35.36	1-Jan-21	37.13	per hour
Parks	Non-Profit rental -Outdoor Fire Pit Rental	Rental, wood, fire permit & attendant (monitors & extinguishes fire)		35.36	1-Jan-21	37.13	per hour
Parks	For Profit Rental -per portion of Shipyards Park Building		per portion, per hour	70.72	1-Jan-21	74.26	per hour
Parks	For Profit rental -Outdoor Fire Pit Rental			70.72	1-Jan-21	74.26	per hour
Parks	Memorial Bench	Supply and Install		2,509.44	1-Jan-21	2,634.91	each
Parks	Memorial Tree	Supply and Install		1,672.95	1-Jan-21	1,756.60	each
Parks	Portable Firepits	Portable Firepits		51.00	1-Jan-21	53.55	each
Parks	Parks	Bleacher Rentals	Delivery and Pick Up for 2 Bleachers	300.00	1-Jan-17	315.00	per two bleachers
Parks	Lift Truck	2 Operators & Truck		217.41	1-Jan-21	228.28	Per Hour
Parks	Picnic Tables	Delivery & Pick Up		236.06	1-Jan-21	247.86	Per 2 tables
Parks	Rental: 10 x 10 Tent			299.49	1-Jan-21	314.46	Each

FEE DESCRIPTION				Bylaw 2021-23		Final Fee	UNITS
				Approved	Date Fee		
				Base Fee	Effective	5% GST Inc	
Parks	Rental:20 x 20 Tent			1,174.48	1-Jan-20	1,233.20	Each
Parks	Outdoor Garbage/Recycling Compost Bins	3 bin unit rental		245.87	1-Jan-21	258.16	Per one waste sorting station
Parks	Water Truck	1 Operator & Truck		147.19	1-Jan-20	154.55	Per Hour
Parks	Robert Service Camp Ground	Electrical Fee for Food Concession		152.24	1-Jan-20	159.85	Monthly
Parks	Robert Service Camp Ground	Site Rental		25.88	1-Jan-21	27.17	Per Day
Parks	Robert Service Camp Ground	Group Site Rental		102.00	1-Jan-21	107.10	Per Day
Parks	Robert Service Camp Ground	Firewood		7.77	1-Jan-21	8.16	Bundle
Parks	Robert Service Camp Ground	Showers		155.28	1-Jan-21	163.04	per 5 Minutes

FEE DESCRIPTION				Bylaw 2020-20		Bylaw 2021-03		
				Approved	Date Fee	Approved	Date Fee	UNITS
				Fee	Effective	Fee	Effective	
Waste	Curbside Collection	Eligible premises	12.60	1-Jan-20	12.95	1-Jan-21	unit/month	
Waste	Curbside Collection	Eligible premises - 2 Carts at current eligible premises rate + \$2.00 admin fee	27.20	1-Jan-20	27.95	1-Jan-21	unit/month	
Waste	Organics Collection	Commercial Organics Producers - Weekly Collection & includes 1 Cart	35.00	1-Jan-19	35.00	1-Jan-19	per site/ month	
Waste	Organics Collection	Commercial Organics Producers - Weekly Collection - Additional Cart	30.00	1-Jan-19	30.00	1-Jan-19	per site/ month	
Waste	Organics Collection	Commercial Organics Producers - LARGE VOLUME -2 yard bin weekly collection	250.00	1-Jan-19	250.00	1-Jan-19	per site/ month	
Waste	Organics Collection	Commercial Organics Producers - LARGE VOLUME -3 yard bin weekly collection	280.00	1-Jan-19	280.00	1-Jan-19	per site/ month	
Waste	Organics Collection	Hold in Service - Bin Removal and Replacement	300.00	1-Jul-18	300.00	1-Jul-18	each	
Waste	Organics Collection	Hold in Service - Cart Removal and Replacement	200.00	1-Jul-18	200.00	1-Jul-18	each	
Waste	Organics Collection	Hold in Service - Freeze and Reactivate Billing	50.00	1-Jul-18	50.00	1-Jul-18	per site	
Waste	Compostable Waste	Sorted compostable waste; loose or in approved compostable bags	50.00	1-Jan-19	50.00	1-Jan-19	tonne	
Waste	Compostable Waste	Organic material - small load	5.00	1-Jan-14	5.00	1-Jan-14	per load	
Waste	Compostable Waste	Organic material - bagged in compostable bags 1-3 bags not more than 20kg each	3.00	1-Jan-14	3.00	1-Jan-14	1 to 3 bags	
Waste	Compostable Waste	Woodchips & Sawdust	Clean woodchips and sawdust (no gravel)	0.00	1-Jun-15	0.00	1-Jun-15	per tonne
Waste	Brushing& Clean Wood	Sorted, untreated, uncontaminated brush or dimensional lumber	Clean Wood per Schedule "C" of Waste Management Bylaw	50.00	1-Jan-19	50.00	1-Jan-19	per tonne
Waste	Recyclable Waste	Recyclable Waste	Per Schedule "C" of Waste Management Bylaw	0.00	11-Jul-00	0.00	11-Jul-00	no charge
Waste	Controlled Waste	Animal carcasses-small	cats, dogs, other household pets	7.00	1-May-13	7.00	1-May-13	each
Waste	Controlled Waste	Animal carcasses-large	pigs, horses, bears, deer, moose, hides, road kills	25.00	1-Jan-17	25.00	1-Jan-17	each
Waste	Controlled Waste	Asbestos Load: In-addition to materials containing asbestos charge	Asbestos - pipe, shingles, insulation, drywall	160.00	1-May-13	160.00	1-May-13	per load
Waste	Controlled Waste	Materials containing asbestos	Materials containing asbestos from within City boundaries	160.00	1-Oct-19	160.00	1-Oct-19	per tonne
Waste	Controlled Waste	Materials containing asbestos from outside City boundaries		300.00	1-Jun-15	300.00	1-Jun-15	per tonne
Waste	Controlled Waste	minimum charge - to be weighed		35.00	1-May-13	35.00	1-May-13	each
Waste	Controlled Waste	Bulky items	Couches, Recliners, wooden furniture, wooden fences, etc.	10.00	1-Oct-19	10.00	1-Oct-19	Per Item
Waste	Controlled Waste	Boxsprings, mattresses		15.00	1-May-13	15.00	1-May-13	Per Item
Waste	Controlled Waste	C&D and wood - small load (Max 2m x2.5m x0.6m or 6'x8'x2')	Sorted construction & demolition waste; grubbing; and clean wood waste	10.00	14-Apr-20	10.00	14-Apr-20	Per Load
Waste	Controlled Waste	C&D Sorted large load - to be weighed	clean wood; grubbing	109.00	1-Jan-20	112.00	1-Jan-21	tonne

FEE DESCRIPTION				Bylaw 2020-20		Bylaw 2021-03		UNITS
				Approved	Date Fee	Approved	Date Fee	
				Fee	Effective	Fee	Effective	
Waste	Residual Waste	Residual waste-up to 5 regular size garbage bags (maximum 90 l or 76cm x 83 cm)	5.00	1-May-13	5.00	1-May-13	Per Load	
Waste	Residual Waste	Small load (Max 2mX2.5mX.6m or 6'X8'X2')	10.00	1-May-13	10.00	1-May-13	Per Load	
Waste	Residual Waste	Medium load (Max 2mX2.5mX1.2m or 6'X8'X4')	20.00	1-May-13	20.00	1-May-13	Per Load	
Waste	Residual Waste	Sorted large load - to be weighed	109.00	1-Jan-20	112.00	1-Jan-21	Tonne	
Waste	Controlled Waste	Clean Fill	-	30-May-12	-	30-May-12	each	
Waste	Controlled Waste	Designated municipal historic resource	-	28-Jun-99	-	28-Jun-99	each	
Waste	Metal	Scrap Metal- (small load)	35.00	1-Jan-17	35.00	1-Jan-17	each	
Waste	Metal	Scrap Metal (weighed)	109.00	1-Jan-20	112.00	1-Jan-21	Tonne	
Waste	Controlled Waste	White goods	15.00	1-May-13	15.00	1-May-13	each	
Waste	Controlled Waste	White goods (containing refrigerant)	40.00	1-May-13	40.00	1-May-13	each	
Waste	Residual Waste	Sorted waste from outside city boundaries	170.00	1-Jan-19	270.00	1-Jan-21	Tonne	
Waste	Residual Waste	Volume equivalent for properly sorted residual or C&D waste	16.00	14-Apr-20	16.00	14-Apr-20	cubic metre	
Waste	Mixed Waste	C&D unsorted large load - to be weighed	275.00	1-Jan-19	275.00	1-Jan-19	Tonne	
Waste	Mixed Waste	Soil mixed with other controlled waste	275.00	1-Jan-19	275.00	1-Jan-19	Tonne	
Waste	Mixed Waste	Un-sorted large load - to be weighed	275.00	1-Jan-19	275.00	1-Jan-19	Tonne	
Waste	Mixed waste	Un-sorted waste from outside city boundaries	350.00	1-Jan-19	450.00	1-Jan-21	Tonne	
Waste	Mixed waste	Volume equivalent for contaminated residual or C&D waste	50.00	14-Apr-20	50.00	14-Apr-20	cubic metre	
Waste	Mixed waste	Load contains appliance with Freon, electronic waste, hazardous waste or tire	50.00	1-Apr-18	50.00	1-Apr-18	each	
Waste	Banned Landfill Waste	Tires with an inner diameter greater than 99.06 cm (39 inches)	250.00	1-Oct-18	250.00	1-Oct-18	each	
Waste	Other	clean-up of waste not disposed of properly or spilled on street or lane	actual	22-Jun-98	actual	22-Jun-98	each	
Waste	Other	Load inspection fee	100.00	1-Jan-10	100.00	1-Jan-10	per inspection	
Waste	Other	removal of condemned waste receptacle	actual	28-Jun-99	actual	28-Jun-99	each	
Waste	Other	removal of waste receptacle on street other than collection day	actual	28-Jun-99	actual	28-Jun-99	each	
Waste	Other	testing weigh scale for accuracy	actual	28-Jun-99	actual	28-Jun-99	each	
Waste	Other	Uncovered Load	250.00	23-Feb-09	250.00	23-Feb-09	each	

FEE DESCRIPTION

		Bylaw 2020-20		Bylaw 2021-03		
		Approved Fee	Date Fee Effective	Approved Fee	Date Fee Effective	UNITS
Waste	Permit	0.00	30-May-12	0.00	30-May-12	each
Waste	Permit	0.00	30-May-12	0.00	30-May-12	each
Waste	Permit	0.00	30-May-12	0.00	30-May-12	each
Waste	Compost Sale	45.00	1-Jul-15	45.00	1-Jul-15	0.765m3 (1 yard)
Waste	Compost Sale	30.00	1-Jan-17	30.00	1-Jan-17	0.765m3 (1 yard)
Waste	Compost Sale	45.00	1-Jul-15	45.00	1-Jul-15	0.765m3 (1 yard)
Waste	Compost Sale	30.00	1-Jan-17	30.00	1-Jan-17	0.765m3 (1 yard)
	Compost Sale	5.00	1-Jan-15	5.00	1-Jan-15	20 L bag
Waste	Controlled Waste	20.00	14-Apr-20	20.00	14-Apr-20	Per load

CITY OF WHITEHORSE

BYLAW 2021-15

A bylaw to authorize a lease agreement.

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

WHEREAS council deems it desirable to enter into a lease agreement with Whitehorse Beverages for the provision of cold vending services at the Canada Games Centre from February 9, 2021 to and including December 31, 2023;

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

1. The City of Whitehorse is hereby authorized to enter into a lease agreement with Whitehorse Beverages with respect to the provision of cold vending services at the Canada Games Centre.
2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall be deemed to have been in full force and effect on the 9th day of February, 2021.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

LEASE AGREEMENT

THIS AGREEMENT dated this 9th day of February, 2021

BETWEEN:

THE CITY OF WHITEHORSE

2121 Second Avenue
Whitehorse, Yukon Y1A 1C2

(the "City")

-AND-

WHITEHORSE BEVERAGES

6208 - 6th Ave
Whitehorse, Yukon Y1A 1P2
(the "Lessee")

WHEREAS:

- A. The City wishes to select a qualified firm to provide turnkey vending machines for beverages, including but not limited to all equipment, supplies and personnel necessary to supply, install, stock, operate and maintain the equipment at the Canada Games Centre.
- B. The Lessee is in the business of providing vending services for cold beverages.
- C. The City wishes to retain the Lessee, and the Lessee wishes to be retained, to provide below mentioned Services (hereinafter also referred to as "Project") at Canada Games Centre:

"Cold Beverage Vending services"

NOW THEREFORE the City and the Lessee in consideration of their mutual duties and responsibilities to one another as set forth in this Agreement, covenant and agree as follows:

1. THE SERVICES

- 1.1 The Lessee will provide up to 6 cold beverage vending machines services, each having the capacity to sell various brands and sizes of beverage containers. All machines will have bill validators. The list of products and pricing policy is indicated in Appendix AA & Appendix BB (referred to as the "**Services**") and the placement of the vending machines is indicated in Appendix CC attached to and forming part of this Agreement.
- 1.2 The Lessee will comply with all reasonable instructions and requirements established by the City for the performance of the Services, including with respect to security, emergency procedures, and access.
- 1.3 The Lessee will exercise the degree of care, skill, and diligence normally provided in the performance of services on projects of a similar nature and in a similar location as the

Services. The Lessee will perform the Services in compliance with the professional standards prescribed or stipulated by applicable governing and professional associations.

- 1.4 The Lessee will provide all personnel, equipment, supplies, materials, and anything else necessary to perform the Services.
- 1.5 The Lessee is retained for the sole purpose of performing the Services in conjunction with Canada Games Centre. As such the Lessee is retained only for the duration of the Agreement commencing February 2021 and ending January December 2023, with the option to renew for an additional two one-year terms based on service and performance reviews at the sole discretion of the City of Whitehorse, with mutual written agreement between the parties. The City will seek written approval from the Lessee before any additional beverage machines from other companies are added except during a nationally or territorially sponsored event that is hosted at the Canada Games Centre with a major competitor as their as sponsor.

2. REMUNERATION

- 2.1 The total remuneration for the Lessee's services shall be **27.5%** Commission (plus GST) of the gross revenue collected from the machines on a quarterly basis to the City. With each quarterly payment given to the City, a record of sale will be included.
- 2.2 The Lessee shall be solely responsible for providing the necessary tools, resources and for covering the expenses necessary to perform the Services.
- 2.3 The City will not be required to make payment for Services, or any cost or disbursements rendered under this Agreement to remedy errors or omissions for which, in the reasonable opinion of the City, the Lessee is responsible.

3. CUSTOMER SERVICE

- 3.1 The Lessee will fill and maintain the equipment to the professional industry standard on a regular and timely schedule determined by the City's needs. The Lessee will address any issues or equipment failure within 24 hours, from the point of notice. During large events and tournaments, additional service will be required to meet the need. On Saturdays and Sundays, the Canada Games Centre will receive call out service. Any equipment that is in need of repair and cannot be repaired quickly onsite will be replaced with a replacement machine.
- 3.2 All deliveries of product or machine will be done through the service elevator to ensure that no traffic or congestion occurs at the main entrance. All dollies or arts will have balloon tires to ensure the floors are not damaged. Tires should be cleaned and dried off prior to going onto the concourse floor. The Lessee will remove any waste after each delivery or service call.
- 3.3 The Lessee will supply a **\$30 float** for refunds. Canada Games Centre staff will monitor and record refunds to customers.
- 3.4 The Lessee will provide change to the Reception desk at the Canada Games Centre.
- 3.5 The Lessee's staff shall conduct themselves in a professional manner when dealing with Canada Games Centre customers and staff.

3.6 The Lessee will immediately notify the City if it becomes aware or has reasonable grounds to expect that it may be unable to complete the Services, or any part of the Services.

4. CITY RESPONSIBILITIES

4.1 The City will examine documents and other information submitted by the Lessee to the City and provide the Lessee with timely decisions and approvals of the City as necessary.

5. CONFIDENTIALITY

5.1 Subject to Section 5.2, the Lessee will not disclose any information to which the Lessee may have access by virtue of its connection with the Project (unless such information is already publicly available or was disclosed to the Lessee by a third party in a non-confidential capacity), or information developed by the Lessee in connection with the Project, to any person not expressly authorized by the City to receive such information. The Lessee will ensure that all Sub-Lessees comply with the foregoing confidentiality requirements. The City may require, and in such event the Lessee will require, any Sub-Lessee to execute an agreement with the City regarding the confidentiality of all information.

5.2 The Lessee acknowledges that in the event of breach by the Lessee of its obligations of confidentiality, damages would be an inadequate remedy. The Lessee agrees that the City, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

6. CORPORATE CONFLICTS

6.1 During a nationally or territorially sponsored event that is hosted at the Canada Games Centre with a major competitor as their sponsor, the City will be willing to consider to cover the machines or remove them from the facility to comply with the national or territorial sponsor's wishes. If removal or any moving is required, Lessee will be responsible in order to avoid any damages to the machines.

7. REPORTING AND RECORDS

7.1 The Lessee will keep proper accounts and records of all expenditures made in connection with the Services and all invoices, receipts and vouchers relating thereto. The City will have the right at any time and from time to time during this Agreement and for a period of two years after expiry or termination of this Agreement to audit the books and records of the Lessee relevant to this Agreement. The Lessee will retain all such records for at least this period.

8. SUSPENSION OF SERVICES

8.1 The City may, in its sole discretion and without cause, by notice in writing, suspend the Lessee's performance of all or a portion of the Services. In such an event, the Lessee will pay that amount which can reasonably be considered to have been due to the City to the date of the suspension, plus any other amount due to the City as a direct result of the suspension. The Lessee will not be entitled to any direct costs incurred as a direct result of the suspension, if the suspension is related to a failure by the Lessee to perform the Services in accordance with this Agreement. The Lessee will have no claim against the City for any other costs, expenses, damages or other liabilities suffered or incurred by the Lessee as a

result of any suspension.

- 8.2 The City will not be responsible for any costs or fees incurred by the Lessee during the period of any suspension unless the Lessee obtains the City's prior consent and can demonstrate to the City that the applicable activity is necessary. Before providing its consent, the City may require the Lessee to provide the City with such documentation as may be required by the City in support of the claim for costs or fees.
- 8.3 The Lessee will resume and complete the Services in accordance with the terms of this Agreement upon written notice from the City. The City, acting reasonably, will equitably adjust the Lessee's schedule, provided that if the Lessee disagrees with the City's determination, the Lessee may refer the matter to dispute resolution as described in Section 12 (Dispute Resolution).
- 8.4 If the City suspends the Services for more than six months, the Lessee may provide written notice to the City that it intends to terminate the Agreement. If the City does not resume the Services within ten days of receipt of such a notice, then the Lessee may terminate the Agreement by providing a further written notice to the City.

9. TERMINATION

- 9.1 The City shall give the Lessee a thirty (30) day written notice of default. If the problem is not solved within the thirty (30) days, the City may terminate the Agreement upon forty-eight (48) hours written notice, assume the operation of said concession, and exclude the Lessee from the premises;
- 9.2 The City may retain any of the Lessee's money in its possession and any of the Lessee's property on the premises and apply same to payment of any and all claims which may be due to the City;
- 9.3 City may recover at law any and all claims which may be due the City;
- 9.4 City may perform such work as it deems necessary to cure said default and charge the Lessee for the full cost of labor and materials expended, plus thirty (30%) percent of said cost for administrative overhead.
- 9.5 The acceptance of all or part of monies due for any period after a default shall not be deemed a waiver of any of these options, or a waiver of the default or of a subsequent default of the same or any other term, covenant, and condition.
- 9.6 The Lessee, in accepting this Agreement, agrees that the City shall not be liable for damages in the event that the City declares the Lessee in default hereunder.
- 9.7 This City may terminate this Agreement immediately upon written notice to the Lessee on the occurrence of any of the following:
- (a) if the Lessee is in breach of any covenant, obligation or representation hereunder and the Lessee has failed to remedy the breach within 10 days or a longer period as may be agreed by the parties;
 - (b) if the City, acting reasonably, determines that the Lessee will not complete the Services, or any part of the Services and such failure to meet the target completion dates or performance schedule is, in the opinion of the City, not due to events or circumstances beyond the Lessee's control or which were reasonably foreseeable at the time this

- Agreement was entered into;
- (c) if the City, acting reasonably, determines that the Lessee, or any Sub-Lessee, agent or employee of the Lessee or Sub-Lessee, has acted or is acting in a manner detrimental to the City or the Project; or
 - (d) if the Lessee or any Sub-Lessee becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it.
- 9.8 This Agreement may be terminated by the Lessee immediately upon written notice to the City if the City is in material breach of any covenant, obligation or representation hereunder other than its obligation to pay, and the City has failed to remedy such breach within fifteen days or such other longer period as may be agreed to by the parties.
- 9.9 The City will act reasonably in employing or engaging any third party to complete the Services and will use its commercially reasonable efforts to cause the Services to be completed within a reasonable period of time.
- 9.10 The remedies of the City in this Agreement are cumulative and are in addition to any remedies available to the City at law or in equity. No remedy will be deemed to exclude or to restrict the right of the City to any remedies against the Lessee and the City may from time to time have recourse to one or more of the remedies specified in this Agreement or at law or in equity notwithstanding the termination. The Lessee agrees that termination or suspension of this Agreement does not relieve or discharge the Lessee from any obligation under the Agreement or impose upon him by law in respect to the Services or any portion of the Services completed.

10. EXCLUSIONS OF LIABILITY

- 10.1 Neither the City nor the Lessee will be liable to the other for any consequential or indirect damages in connection with this Agreement, whether based in contract, tort (including negligence), strict liability or otherwise and including loss of use, loss of revenues or profits and loss of opportunity.
- 10.2 Subject to Section 10.3, the maximum amount of the aggregate liability of the Lessee to the City in connection with this Agreement, whether based in contract, tort (including negligence), strict liability or otherwise is:
- (a) in respect of claim related to a risk or liability that is covered by the insurance the Lessee is required to obtain under this Agreement, the applicable limit of such insurance with the limit calculated without reduction for the amount of any deductible; or
- 10.3 Section 10.2 will not limit the Lessee's liability in connection with:
- (a) fraud, gross negligence or wilful, fraudulent or criminal misconduct;
 - (b) bodily injury, sickness, disease or death;
 - (c) liability to third parties in respect of tangible personal or real property;
 - (d) breach by the Lessee of its obligations of confidentiality under this Agreement; and
 - (e) penalties, fines or other liability imposed by a governmental authority, an administrative tribunal or a court of competent jurisdiction for breach of applicable Law.

10.4 Nothing in this Section 10 (Exclusions of Liability) will be construed to limit the liability of an insurer under the insurance required to be maintained under this Agreement.

11. INDEMNITY AND INSURANCE

11.1 The Lessee will indemnify and save harmless the City and its elected officials, officers, employees, representatives and Lessees (the “Indemnified Parties”) from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including actual legal and other professional fees and disbursements) that any of the Indemnified Parties may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Lessee or of any representative, agent, employee, officer, director, Lessee of the Lessee or of any Sub-Lessee, excepting only liability to the extent arising out of the independent acts of the Indemnified Parties.

11.2 The obligations of the Lessee under this Section will not be affected by the completion or termination of this Agreement, whether for default or otherwise, or suspension of the Services.

11.3 The Lessee will comply with the insurance requirements set out in Appendix DD: Insurance.

11.4 Neither the requirement of the Lessee to purchase and maintain insurance as described in the Appendix DD: Insurance nor the acceptance of evidence of such insurance by the City will, in any manner, limit or qualify the right of the City to make a claim and recover insurance proceeds under the insurance policies or the liability and obligations otherwise assumed by the Lessee under this Agreement.

12. DISPUTE RESOLUTION

12.1 If there is any disagreement, failure to agree or other dispute between the City and the Lessee arising out of or in connection with this Agreement, including in respect of the interpretation, breach, performance, validity or termination of this Agreement, whether in the law of contract or any other area of law (a “Dispute”), the Lessee will diligently proceed with the Services and closely track all costs and impacts associated with the Dispute while reserving its rights concerning the Dispute.

12.2 The City and the Lessee will:

- (a) make bona fide efforts to resolve any Dispute arising between them by amicable negotiations; and
- (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate the resolution of any claim or Dispute.

12.3 In order to facilitate the negotiations in Section 12.2 each party will provide to the other party full written particulars of the nature, entitlement and magnitude of any Dispute including the provisions of this Agreement relied upon and any relevant facts, information and documents.

12.4 Within seven days of a Dispute arising, the City or the Lessee, as the case may be, will give the other party written notice of the Dispute and the City and the Lessee will use bona fide efforts as identified by Section 12.2 to resolve the Dispute.

- 12.5 If the City and the Lessee fail to resolve the Dispute within ten Business Days after receipt of the notice pursuant to Section 12.4, the parties will refer the Dispute and all information to a senior person of the City and a senior person of the Lessee, both of whom are not directly involved in the performance or administration of this Agreement.
- 12.6 If the senior person of the City and the senior person of the Lessee fail to resolve the Dispute within 10 Business Days after the Dispute has been referred to them, then the parties will refer the matter to a mutually agreeable project mediator for non-binding mediation, through the use of a mutually agreeable mediation process, to assist the parties to reach agreement on any unresolved Dispute.
- 12.7 If the Dispute has not been resolved within 10 Business Days after the Dispute was referred to the project mediator or the parties cannot agree on a project mediator or mediation process, the parties may mutually agree to submit the Dispute to arbitration under the Arbitration Act (Yukon Territory), provided that either party may also submit the Dispute to a court of competent jurisdiction. Any arbitration will be conducted in the City of Whitehorse (or other mutually agreeable location) by a single arbitrator and in accordance with the Arbitration Act (Yukon Territory) and the award of the arbitrator, including any award as to costs, will be final and binding on the parties, will be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed by or appealed to any court except for enforcement. The reference to arbitration will not preclude a party from applying to a court of competent jurisdiction for interlocutory or interim relief.
- 12.8 Any of the times specified in this Section may be varied by mutual agreement between the City and the Lessee.
- 12.9 Unless agreed to in writing by the City, pursuit of the resolution of a Dispute under any part of this Section does not relieve either the Lessee of its responsibility to ensure timely performance of its obligations under this Agreement.

13. LEGAL REQUIREMENTS

- 13.1 The Lessee will comply with the common law and any and all laws, statutes, enactments, by-laws, regulations, rules, orders, directives, policies, permits, licenses, codes (including building codes) and rulings of any government, and any ministries, agencies, board, commission or tribunal of any government ("Laws") applicable to the Services. The Lessee will also comply with the City's policies and procedures applicable to the Services, which the City will provide to the Lessee upon request.
- 13.2 The Lessee will apply and pay for all necessary permits or licenses required for the execution of the Services.
- 13.3 Without limiting Section 13.1, the Lessee will, at all times, observe all the provisions of the Canada Labour Code, Workers' Compensation Act, Employment Standards Act and the Occupational Health and Safety Act. In the event the Lessee fails to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any sums to rectify such noncompliance, the City may subtract the cost of any such rectifications from any monies owed to the Lessee. Such action will not be deemed a waiver of any action that the City may pursue to collect any monies paid herewith that exceed the monies owed to the Lessee.

- 13.4 The Lessee will be responsible for the safety of their, and their Sub-Lessees', workers and equipment on the Project for the purposes of ensuring compliance with safety regulations for the Lessee and all the Sub-Lessees. The Lessee will bring to the attention of all Sub-Lessees the provisions of the Occupational Health and Safety Act and regulations thereunder.

14. NOTICES

- 14.1 Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand or courier or transmitted by facsimile or electronic transmission to the address, facsimile number or electronic mail address of each party set out below:

- (a) To the Lessee at: Whitehorse Beverages
6028-6th Ave
Whitehorse, Yukon
Y1A1P2
Attention: Mike Palamar
E-mail: mpalamar@ttlp.com
Fax: 867-668-4288
- (b) To the City at: City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon
Y1A 1C2
Attention: Darrell Peters
E-mail: Darrell.Peters@whitehorse.ca

or to such other address, facsimile number or electronic mail address as any party may, from time to time, designate in the manner set out above.

- 14.2 Any such notice or communication will be considered to have been received:
- (a) if delivered by hand or courier during business hours (and in any event, at or before 5:00 PM local time in the place of receipt) on a day other than a Saturday, Sunday or statutory holiday in the Yukon Territory (a "**Business Day**"), upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;
- (b) if sent by facsimile transmission during business hours (and in any event, at or before 5:00 PM local time in the place of receipt) on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission; and
- (c) if sent by electronic transmission during business hours (and in any event, at or before 5:00 PM local time in the place of receipt) on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day, provided that:
- (i) the receiving party has, by electronic transmission, by hand or courier delivery or by facsimile transmission, acknowledged to the notifying party that it has

received such notice; or

- (ii) within 24 hours after sending the notice, the notifying party has also sent a copy of such notice to the receiving party by hand or courier delivery or facsimile transmission.

14.3 Delivery by regular mail will not be considered timely notice under this Agreement.

14.4 In the event of an emergency or urgent matter, in addition to the notice required by this Section, a verbal notice will be given as soon as the party giving the notice becomes aware of any material event or circumstance that gives rise to the requirement for a written notice being given.

15. MISCELLANEOUS

15.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Yukon Territory and for the purposes of all legal proceedings; this Agreement shall be deemed to have been performed in the said Territory. If any provisions herein contained shall in any way contravene the laws of the Yukon Territory where this Agreement is to be performed, such provisions shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the City to bring action against the Lessee in any Court of competent jurisdiction.

15.2 This Agreement will ensure to the benefit of and be binding upon the parties hereto and, except as herein before provided, the successors and assigns thereof.

15.3 Time will be of the essence in this Agreement.

15.4 If the Lessee is comprised of more than one person (for example, a joint venture or a partnership), then all liability and obligations of the Lessee under this Agreement will be joint and several among such persons.

15.5 If any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity will not affect the remaining provisions of this Agreement and such provisions will be severable from the remainder of this Agreement.

15.6 All provisions that by their nature are intended to survive the termination or expiration of this Agreement, including confidentiality obligations and limitation of liability provisions, will survive the termination or expiration of the Agreement.

15.7 The Lessee is acting as an independent lessee in performing the Services hereunder. The Lessee is not the employee or agent of the City and will not enter or purport to enter into any contract or subcontract on behalf of the City. All persons employed by or subcontracted to the Lessee to perform the Services hereunder will be employees or sublessees, as the case may be, of the Lessee and will not be agents or employees of the City.

15.8 The Lessee and the City acknowledge that no joint venture, partnership, or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and covenant that they will not assert otherwise.

- 15.9 Each party will execute such further or other documents and instruments and do such further and other acts as may be necessary to implement and carry out the intent of this Agreement.
- 15.10 This Agreement, the Appendices and any other document expressly contemplated by this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written.
- 15.11 The Lessee will not, without the prior written consent of the City, assign the benefit or in any way transfer the obligations of this Agreement or any part thereof.

16. INTERPRETATION

- 16.1 The Agreement consists of this document and the following appendices:
- (a) Appendix AA: Product List;
 - (b) Appendix BB: Terms of Payment and Pricing Policy;
 - (c) Appendix CC: Configuration and Layout;
 - (d) Appendix DD: Insurance
 - (e) Appendix EE: Proposal Extracts;
- 16.2 The headings in the Agreement will not be deemed to be part of this Agreement or to be taken into consideration in interpretation of the Agreement.
- 16.3 The words “include”, “includes” and “including” are to be constructed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively.
- 16.4 Words importing the singular or masculine only also include the plural or feminine or body corporate where the context requires.
- 16.5 Each reference to a statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, orders, codes of practice, instruments or other subordinate legislation made under the relevant statute.
- 16.6 Unless expressly stated otherwise, all monetary amounts are expressed in Canadian dollars.
- 16.7 If there is a conflict within the documents forming this Agreement the provisions establishing the higher quality, manner or method of performing the Services, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, reliability, durability, performance and service will prevail.



IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

CITY OF WHITEHORSE

WHITEHORSE BEVERAGES

Signature

Signature

Please Print Name

Please Print Name

Title

Title

Date

Date



APPENDIX AA: PRODUCT LIST

All main core brand Coca-Cola beverages:

S.No.	Product Name	Package Size
1.	Coke	500 ml
2.	Coke Zero	500 ml
3.	Diet Coke	500 ml
4.	Sprite	500 ml
5.	Canada Dry Ginger ale	500 ml
6.	C+ Orange	500 ml
7.	Barqs Root Beer	500 ml
8.	Dasani Water	591 ml
9.	Smart Water	591 ml
10.	Minute Maid juiced – Apple, Orange, Cranberry, Lemonade	355 ml
11.	5Alive juice	355 ml
12.	Vitamin Water – various flavours	591 ml
13.	Nestea – Lemon	547 ml
14.	Nestea Green Tea	547 ml
15.	Peace Tea – various flavours	695 ml
16.	PowerAde Sports Drinks	591 ml
17.	PowerAde Zero Sports Drinks	591 ml



APPENDIX BB: TERMS OF PAYMENT and PRICING POLICY

PRICING POLICY:

The vend prices of beverage products are required to be set at comparable and competitive market value with consideration of cost of goods and commission rate to ensure fair revenue returns.

Commission details and estimated sales for each product type:

Product Category	Package Size	Projected Annual Sales Volume (Units)	Vending Machine Price (\$/unit)			Total estimated Annual Sales (\$)
			2021	2022	2023	
Juice	355 ml	1300	2.50	2.50	2.50	3,250.0
Vitamin Water	591 ml	1600	3.00	3.00	3.00	4,800.0
Peace Tea	695 ml	2400	2.50	2.50	2.50	6,000.0
Dasani Water	591 ml	3400	2.00	2.00	2.00	6,800.0
Soft drinks	500 ml	4000	2.50	2.50	2.50	10,000.0
Tea	547 ml	500	3.00	3.00	3.00	1,500.0
PowerAde	591 ml	2300	2.75	2.75	2.75	6,325.0

COMMISSION RATE FOR EACH YEAR:

2021: 27.5% Percent of Gross Sales

2022: 27.5% Percent of Gross Sales

2023: 27.5% Percent of Gross Sales

Optional Extensions:

2024 (Optional): 27.5% of Gross Sales

2025 (Optional): 27.5% of Gross Sales

TERMS OF PAYMENT:

The Lessee will pay a commission rate of 27.5% of the gross revenue collected from all the beverage vending machines placed at CGC. **“Gross receipts from vending machines”** shall be construed to include all moneys received from vending machines, except sales tax revenues.

Payments shall be computed monthly and be delivered by the Lessee, along with a gross receipts report as provided, to the City of Whitehorse Finance Department. Lessee will monitor and responsibly account for financial results in a timely and professional manner. Commissions will be paid out at the



end of each quarter, i.e. end of March, June, Sept and Dec each year, along with a gross receipts report, to the City of Whitehorse Finance Department. Lessee will remit the quarterly commission due to the City on or before 15 business days following the month just ended.

APPENDIX BB: TERMS OF PAYMENT and PRICING POLICY (cont.)

SAMPLE COMMISSION REPORT FOR QUARTERLY PAYMENT

Month:

	Gross Sales		Commission%		Commission Amount
Vending Machine One	Total \$.00	X	27.50%	=	\$ -
Vending Machine Two	Total \$.00	X	27.50%	=	\$ -
Vending Machine Three	Total \$.00	X	27.50%	=	\$ -
Vending Machine Four	Total \$.00	X	27.50%	=	\$ -
Vending Machine Five	Total \$.00	X	27.50%	=	\$ -
Vending Machine Six	Total \$.00	X	27.50%	=	\$ -

Month:

	Gross Sales		Commission%		Commission Amount
Vending Machine One	Total \$.00	X	27.50%	=	\$ -
Vending Machine Two	Total \$.00	X	27.50%	=	\$ -
Vending Machine Three	Total \$.00	X	27.50%	=	\$ -
Vending Machine Four	Total \$.00	X	27.50%	=	\$ -
Vending Machine Five	Total \$.00	X	27.50%	=	\$ -
Vending Machine Six	Total \$.00	X	27.50%	=	\$ -

Month:

	Gross Sales		Commission%		Commission Amount
Vending Machine One	Total \$.00	X	27.50%	=	\$ -
Vending Machine Two	Total \$.00	X	27.50%	=	\$ -
Vending Machine Three	Total \$.00	X	27.50%	=	\$ -
Vending Machine Four	Total \$.00	X	27.50%	=	\$ -
Vending Machine Five	Total \$.00	X	27.50%	=	\$ -
Vending Machine Six	Total \$.00	X	27.50%	=	\$ -

TOTAL COLLECTED \$.00

27.5% COMMISSION \$.00

Paid to the City of Whitehorse Month 15th, YYYY

Counter Reading:

Vending Machine One		Vending Machine Two		Vending Machine Three		Vending Machine Four		Vending Machine Five		Vending Machine Six	
Begin	End	Begin	End	Begin	End	Begin	End	Begin	End	Begin	End

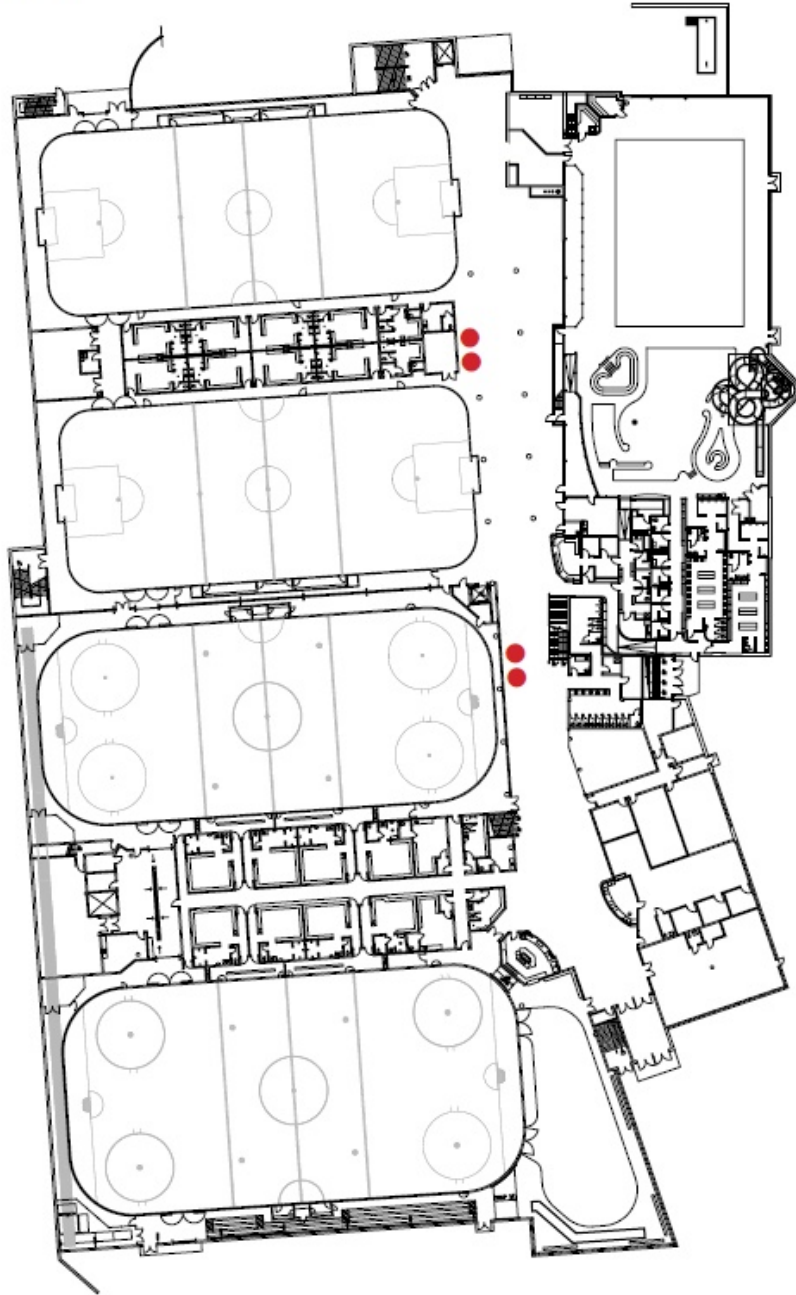


Unit Sales:

Product	Number sold	Unit Price	Total

Appendix CC: Configuration and Layout

Canada Games Centre
Vending Locations
Main Floor

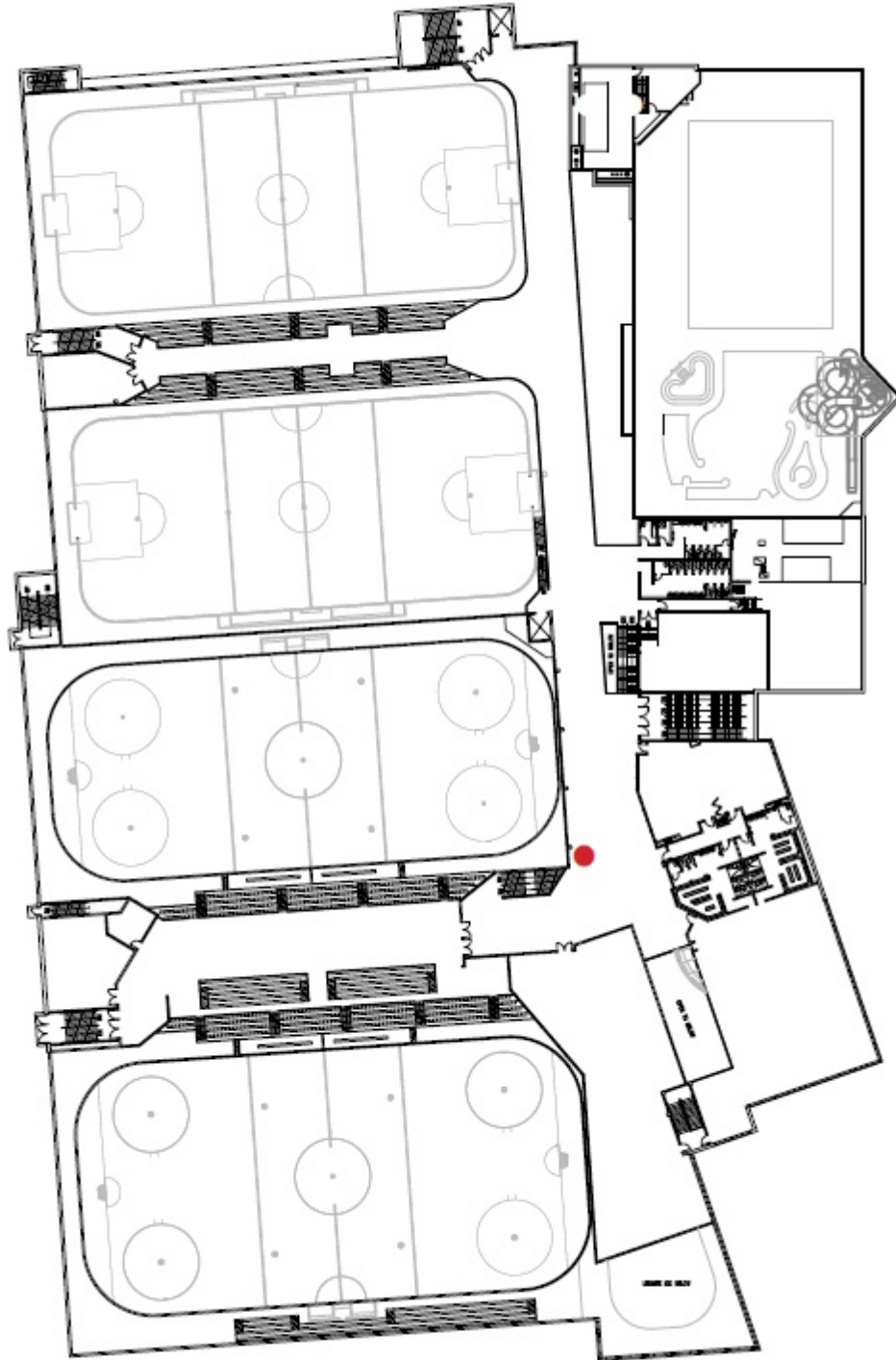


● Possible Vending Locations indicates duplex power available

Canada Games Centre

Vending Locations

Second Floor



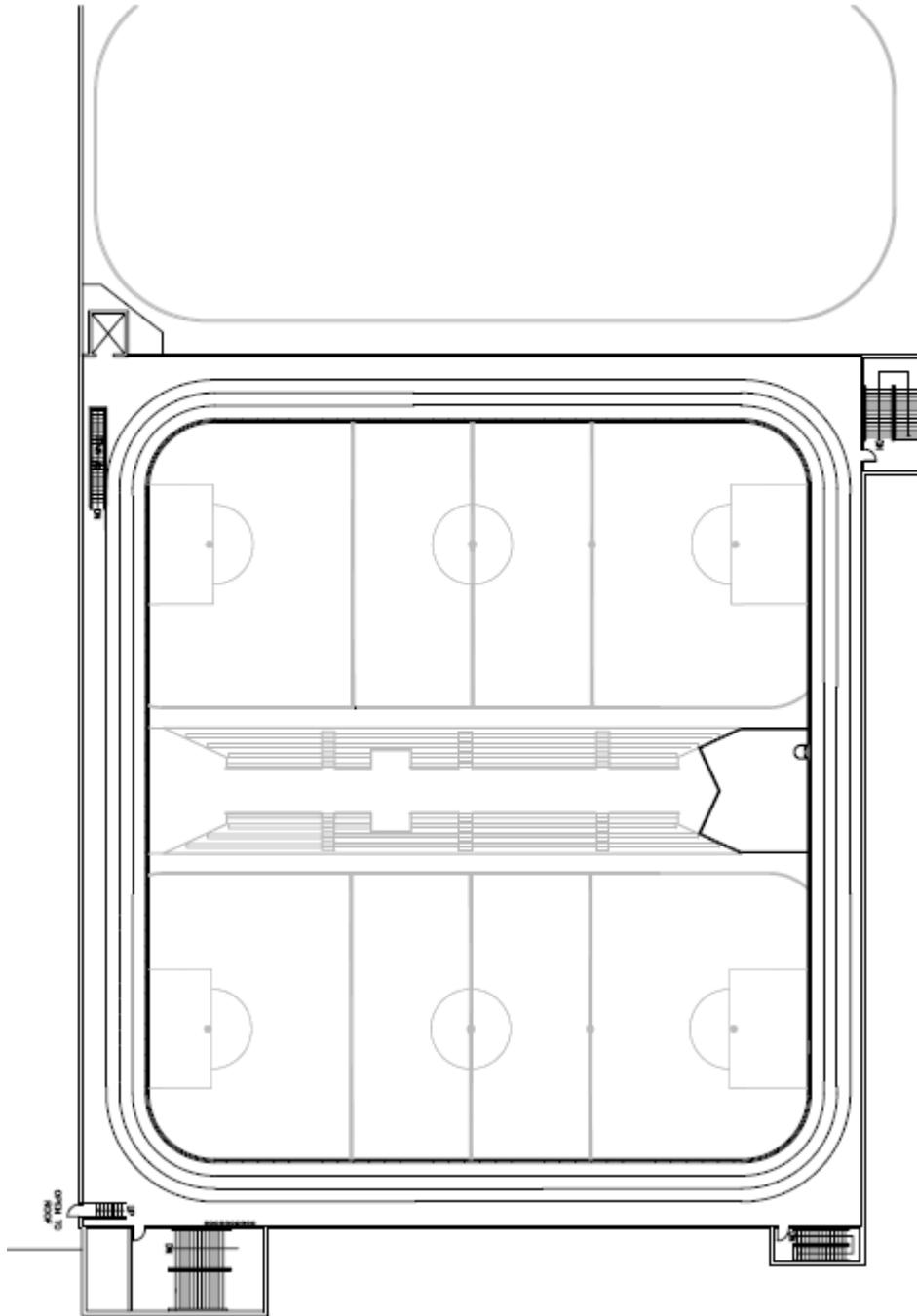
● Possible Vending Locations indicates duplex power available



Canada Games Centre

Vending Locations

Third Floor – Running Track



APPENDIX DD: INSURANCE

1. The Lessee will obtain and maintain, either by way of a separate policy or by an endorsement to its existing policy, Comprehensive General Liability Insurance acceptable to the City and subject to limits of not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
2. Where the Lessee's current Insurance policy fails to provide adequate coverage, such policy may be combined with an Umbrella or excess Liability Policy to provide the necessary coverage.
3. The Lessee will obtain and maintain Automobile Liability Insurance, in a form acceptable to the City, in respect of all licensed vehicles owned, leased or rented by the Lessee subject to limits of not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence.
4. Insurance shall be maintained continuously until the delivery and acceptance of the equipment as proposed.
5. Any policy applicable to this Project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.
6. Any insurance called for under this Project will be endorsed in such a manner that coverage will not be altered or amended in any material way nor cancelled or terminated without 30 days' prior written notice being given to the City of Whitehorse.
7. Evidence of proof of such insurance in the form of Certificates of Insurance will be filed with the City of Whitehorse prior to any work commencing.
8. The Lessee will be responsible for the payment of all premium and deductible amounts relating to the above insurance policies. Unless expressly stated otherwise in this Agreement, the Lessee will maintain the aforementioned insurance from the date of this Agreement until the written notice from the City of Whitehorse that the Project is complete.

APPENDIX EE: PROPOSAL EXTRACTS

1. Equipment and Use of Recreational Facilities

Maintenance and Repair of Machines

Whitehorse Beverages takes pride in supplying comprehensive equipment service in the Yukon. We do our own in-house mechanical service and use local certified technicians for refrigeration repairs.

We also have resources available through Coca-Cola Canada that enable us to effectively and quickly deal with any vending or product issues and equipment replacement as required.

Change Machines

The new GFVs come with Coinco bill validators and have the capability of accepting Canadian paper currency (bills) as well as all denominations of both Canadian and US coins.

We are currently working with Coca-Cola to add debit and credit card readers to the vendors expecting to have them in place within the first half of 2021.

First-Class Full-Service Vending Machines

All vending equipment used by Whitehorse Beverages features the latest vending technologies, are energy efficient, CSA approved and approved by Coca-Cola Ltd. We continually upgrade and/or reprogram coin acceptor mechanisms to keep up to date with changes in coin metal content and to ensure consistent and accurate currency acceptance. All vendors are maintained to Coca-Cola Equipment Service standards to ensure minimal service problems and limited down time.

Vendors

We supply Vendo, Royal beverage vendors as these are all proven manufacturers and they all meet the stringent Equipment Guidelines set out by Coca-Cola Ltd.

Samples:





The Glass Front Vendor (GFV) will be supplied with Dasani water or juice graphics.

All vendors have the capacity for multi-package vending with individual package pricing, this allows for frequent package and price changes in order to keep up to date with new product choices as they come available.

2. Product Service

Managing Vending Sales Strategy

We manage brands and products and their respective volumes using industry standard tools such as 'space to sales' vending strategies (where additional space is given to the highest selling products), to maximize the yield returns.

Frequency of fills

Vendor fills at CGC happen four times a week, Monday, Wednesday, Friday and Saturday and are determined by individual vendor sales activity and to accommodate the CGC's needs. Frequency is increased during special events and at times of expected higher than normal activity within the facility.

Service Policies

We fill and maintain vendor inventories to a professional industry standard and on a regular and timely schedule. All service, including the filling of, and the repair and maintenance of vendors is provided at no cost to CGC.

We will maintain a \$30 refund float at the CGC reception desk to have available should any consumer ever lose funds in one of our vendors due to a malfunction.



3. Terms and Conditions

Full Service Cold Beverage Vending

All vendors will be maintained, in both inventory and mechanical service on a regular basis and will be on a scheduled delivery route. Product and currency will be handled by Whitehorse Beverages.

Percentage Commission Rate:

Beverage vendors

We propose to pay a commission rate of 27.5% of the gross revenue collected from the beverage vending machines to the CGC.

We monitor and responsibly account for financial results in a timely and professional manner. Commissions will be paid out at the end of each quarter, i.e. end of March, June, Sept and Dec each year. A record of all sales transactions from each vendor will be included with each commission payment.

As part of our commitment to CGC and in addition to our vendor commission agreement, Whitehorse Beverages will contribute up to \$2,000 per year in donated beverage products for use by CGC for in house functions and special events. This product would not be used for resale.