

CITY OF WHITEHORSE
REGULAR Council Meeting #2022-06

DATE: Monday, March 28, 2022

TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Kirk Cameron
Reserve Deputy Mayor Jocelyn Curteanu

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Green Shirt Day for Organ Donor Awareness and Registration – April 7

MINUTES Regular Council meeting dated March 14, 2022

DELEGATIONS

PUBLIC INPUT Conditional Use Application – 283 Tlingit Street

STANDING COMMITTEE REPORTS

Corporate Services Committee – *Councillors Friesen and Cameron*

Re-budgeting Capital Expenditures

Resolution for the Association Yukon Communities General Meeting

City Planning Committee – *Councillors Boyd and Laking*

Alkan Lease Rate Review

Conditional Use Application – 238 Tlingit Street – For Information Only

Zoning Amendment – 1 Drift Drive

Development Services Committee – *Councillors Curteanu and Murray*

City Operations Committee – *Councillors Laking and Boyd*

Procurement Commencement – Asphalt Surface Overlay

Procurement Commencement – Rural Roads Surfacing 2022

Community Services Committee – *Councillors Murray and Friesen*

Accessibility at Grey Mountain Cemetery

Public Health and Safety Committee – *Councillors Cameron and Curteanu*

NEW AND UNFINISHED BUSINESS

BYLAWS

2022-13	Fees and Charges Amendment (Bagged Meters)	3 rd Reading
2022-14	Parkade Bylaw Amendment (Overnight Vendor Parking)	3 rd Reading
2022-08	Re-budgeting Capital Expenditures	1 st & 2 nd Reading
2022-11	Alkan Air Lease Agreement	1 st & 2 nd Reading
2022-12	Zoning Amendment (1 Drift Drive)	1 st Reading

ADJOURNMENT

PROCLAMATION

GREEN SHIRT DAY FOR ORGAN DONOR AWARENESS AND REGISTRATION

April 7, 2022

WHEREAS on April 6, 2018, the Humboldt Broncos bus crash took the lives of 16 of the 29 people on board; and

WHEREAS on April 7, 2018 Humboldt Broncos defenceman Logan Boulet succumbed to his injuries from that crash and his parents honoured his wish to donate his organs so that six lives could live on; and

WHEREAS the “Logan Boulet Effect” lead to over 100,000 people registering to become organ donors; and

WHEREAS ***Green Shirt Day*** honours, remembers and recognizes all the victims and families of that fatal crash, and continues Logan’s legacy by inspiring Canadians to talk to their families about organ donation and register as organ donors; and

WHEREAS the council of the City of Whitehorse encourages all citizens to wear green on April 7th to remember the Humboldt bus tragedy and honour the Logan Boulet Effect;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim April 7, 2022 to be ***Green Shirt Day for Organ Donor Awareness and Registration*** in the City of Whitehorse

Laura Cabott
Mayor

MINUTES of **REGULAR** Meeting #2022-05 of the Council of the City of Whitehorse called for 5:30 p.m. on Monday, March 14, 2022, in Council Chambers, City Hall.

PRESENT: Mayor Laura Cabott
Deputy Mayor Kirk Cameron
Councillors Dan Boyd
Jocelyn Curteanu
Michelle Friesen
Ted Laking
Mellisa Murray

ALSO PRESENT: Interim City Manager Jeff O'Farrell
Acting Director of Community Services Krista Mroz
Director of Corporate Human Resources Lindsay Schneider
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau**
Director of Operations Tracy Allen
Manager of Legislative Services Wendy Donnithorne
Assistant City Clerk Norma Felker

**Indicates Electronic Participation

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

CALL TO ORDER

Mayor Cabott advised that the Assistant City Clerk, Norma Felker is retiring after 38 years of service with the City. She thanked Norma for her service and wished her well in her future endeavours.

Notice of Retirement

2022-05-01

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

ADOPT AGENDA

Carried Unanimously

Mayor Cabott proclaimed March 21st to be International Day for the Elimination of Racial Discrimination in the City of Whitehorse.

PROCLAMATION

2022-05-02

It was duly moved and seconded
THAT the minutes of the regular Council meeting dated February 28, 2022 be adopted as presented.

MINUTES

February 28, 2022

Carried Unanimously

STANDING COMMITTEE REPORTS

Corporate Services Committee

In accordance with the Procurement Policy, a list of upcoming procurements with an anticipated value greater than \$100,000 is provided to Council on a bi-monthly basis. Department managers reviewed their capital projects and operating requirements and provided information on their anticipated procurements for the period of March and April 2022.

UPCOMING
PROCUREMENTS
For Information Only

A total of 34 projects are scheduled for procurement in this time frame.

2022-05-03

It was duly moved and seconded
THAT travel expenses be authorized for Mayor Cabott to attend the 2022 Annual Conference of the Federation of Canadian Municipalities being held in Regina; and

AUTHORIZE
COUNCIL TRAVEL
FCM Annual Conference

THAT travel expenses and daily stipends be authorized for Council members attending the 2022 Annual Conference of the Federation of Canadian Municipalities in Regina.

Carried Unanimously

City Planning Committee

There was no report from the City Planning Committee.

No Report

Development Services Committee

2022-05-04

It was duly moved and seconded
THAT Bylaw 2022-13, a bylaw to amend the Fees and Charges Bylaw to reduce the bagged meter fee with respect to pop-up patios for the 2022 season, be brought forward for consideration under the bylaw process.

BRING FORWARD
FEES AND CHARGES
AMENDMENT
(Bagged Meter Fees for
Pop-up Patios)

Carried Unanimously

2022-05-05

It was duly moved and seconded
THAT Bylaw 2022-14, a bylaw to amend the Parkade Bylaw to permit overnight parking for authorized food vendors, be brought forward for consideration under the bylaw process; and

BRING FORWARD
PARKADE BYLAW
AMENDMENT
(Overnight Parking for
Authorized Food Vendors)

.../continued

2022-05-05 (Continued)

THAT section 2.10.33 of the Lease, Encroachment and Property Use Policy is hereby deleted and replaced by a new section 2.10.33 that reads as follows:

AMEND THE LEASE,
ENCROACHMENT AND
PROPERTY USE POLICY

“2.10.33 Mobile food vendors shall cease operating by 11:00 p.m. but may be allowed overnight parking of vending units.”

(Overnight Parking for
Authorized Food Vendors)

Carried Unanimously

2022-05-06

It was duly moved and seconded
THAT Administration is hereby directed to review the Lease, Encroachment and Property Use Policy with respect to the six metre separation and liability insurance requirements to see if changes can be made to increase participation in the Pop-Up Patio Program.

REVIEW THE LEASE,
ENCROACHMENT AND
PROPERTY USE POLICY
(Pop-up Patio Program Issues)

Carried Unanimously

City Operations Committee

2022-05-07

It was duly moved and seconded
THAT Administration is hereby authorized to change the project scope and project delivery for the Range Road and Two Mile Hill Intersection Upgrades project; and

RANGE ROAD/TWO MILE
HILL INTERSECTION
UPGRADES PROJECT

THAT Administration is authorized to engage with the Government of Yukon to develop an agreement to expand the scope of the Range Road and Two Mile Hill Road Intersection Upgrades project.

(Project Scope and Delivery)

Carried Unanimously

Community Services Committee

Mayor Cabott proclaimed March 8, 2022 to be International Women's Day in the City of Whitehorse.

PROCLAMATION
For Information Only

2022-05-08

It was duly moved and seconded
THAT Jane Keopke be reappointed to the Recreation Grant Task Force for a term of five years expiring October 31, 2027; and
THAT Adrienne Marsh, and Benjamin Monkman be appointed to the Recreation Grant Task Force for a term of five years expiring October 31, 2027.

CITIZEN APPOINTMENTS
TO THE RECREATION
GRANT TASK FORCE

Carried Unanimously

Public Health and Safety Committee

2022-05-09

It was duly moved and seconded
THAT a grant of \$2,000 is hereby authorized to the Blood Ties Four Directions Centre, funded from Council's Donations account, for use as the Centre sees fit to assist in addressing the current opioid crisis affecting Yukon.

DONATION GRANT TO
BLOOD TIES FOUR
DIRECTIONS CENTRE
(Opioid Crisis)

Carried Unanimously

In response to a query from a Committee member, the Mayor provided an update on measures being taken to address the issues of property crime and vandalism. In conjunction with the RCMP and the Chamber of Commerce, the City is committed to working together to find measures to reduce crime and increase public safety.

UPDATE ON PROPERTY
CRIME ISSUES

For Information Only

Administration advised that a community scan has been conducted to find out what other communities are doing to reduce property crime, and the message we have received is that a whole community approach is the most effective.

Mayor Cabott congratulated Gina Nagano and her team from the Indigenous Community Safety Partnership Program, winner of one of the major prizes at this year's Arctic Inspiration Prize awards. The program helps First Nations governments own, implement and sustain community safety, emergency preparedness and justice initiatives

ARCTIC INSPIRATION
PRIZE AWARD

For Information Only

BYLAWS

2022-05-10

It was duly moved and seconded
THAT Bylaw 2022-13, a bylaw to amend the Fees and Charges Bylaw to reduce the bagged meter fee for pop-up patios for the 2022 season, be given first reading.

BYLAW 2022-13

AMEND FEES & CHARGES
(Bagged Meter Fee for Pop-up
Patios – 2022 Season)

FIRST READING

Carried Unanimously

2022-05-11

It was duly moved and seconded
THAT Bylaw 2022-13 be given second reading.

BYLAW 2022-13

SECOND READING

Carried Unanimously

A Council member thanked Administration for responding so quickly to Council's request for action on this issue.

Discussion

2022-05-12

It was duly moved and seconded
THAT Bylaw 2022-14, a bylaw to amend the Parkade Bylaw to permit
overnight parking for authorized food vendors, be given first reading.

Carried Unanimously

BYLAW 2022-14

AMEND PARKADE BYLAW
(Overnight Parking)

FIRST READING

2022-05-13

It was duly moved and seconded
THAT Bylaw 2022-14 be given second reading.

Carried Unanimously

BYLAW 2022-14

SECOND READING

There being no further business, the meeting adjourned at 5:55 p.m.

ADJOURNMENT

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

ADOPTED at Meeting #2022-06 dated March 28, 2022

MEMORANDUM

FILE #: PB-02-2021

TO: Mayor and Council

FROM: Administration

DATE: March 28, 2022

SUBJECT: Public Input Session at Regular Council Meeting March 28, 2022

Please be advised there will be a Public Input Session at the Regular Council Meeting of March 28, 2022, to hear from interested parties related to the following Conditional Use application:

Application for Conditional Use approval to allow a 157 m² Caretaker Residence at 238 Tlingit Street in Marwell.

An application has been received to develop a light equipment sales/rentals operation with a 157 m² caretaker residence. The purpose of the proposed use is to operate a U-Haul rental business, which would complement the existing commercial storage business that the proponents own and operate on the adjacent lot. A caretaker residence larger than 120 m² is a conditional use in the FN-CIM zone, requiring a decision by Council.

A total of 26 letters were sent to property owners within a 100 m radius of the site. Yukon Government Land Client Services, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, were notified by mail and email. A notice of the proposed development was placed in the local newspapers on March 11, 2022.

Darcy McCord
Senior Development Officer

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



Minutes of the meeting of the Corporate Services Committee

Date	March 21, 2022	2022-06
Location	Council Chambers, City Hall	
	Councillor Michelle Friesen – Chair	
	Deputy Mayor Kirk Cameron – Vice-Chair	
Committee Members Present	Mayor Laura Cabott	
	Councillor Jocelyn Curteanu	
	Councillor Dan Boyd**	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, Interim City Manager	
	Valerie Braga, Director of Corporate Services	
	Krista Mroz, Acting Director of Community Services	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations	
	Svetlana Erickson, Manager of Financial Services	
	Wendy Donnithorne, Manager of Legislative Services	

** Indicates electronic participation

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

1. Re-budgeting Capital Expenditures

As in previous budget cycles, some capital projects budgeted for the 2021 budget fiscal year were not fully completed. Department managers were asked to review their outstanding capital projects and identify any that required re-budgeting. Financial Services and Senior Management reviewed the projects, and a list of recommended projects for re-budgeting has been prepared and is presented as Appendix A.

Factors used when considering the re-budget recommendations include reasons for the delay; previous re-budgeting history; scope of original approved budget (no re-profiling allowed); and verifying that the initial budget allocation was not increased without additional funding sources identified.

For these projects to be completed, expenditures authorized in 2021 have to be re-budgeted into 2022 by amending the Capital Budget Bylaw.

Council had various questions regarding the re-budgeted items. It was clarified that various projects were being re-budgeted as they are either multi-year projects, experienced implementation delays, had contractor/consultant/staff capacity issues, or were impacted by supply chain delays.

The recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2022-08 a bylaw to amend the 2022 to 2025 Capital Expenditure Program by re-budgeting 2021 capital expenditures in the amount of \$55,812,101 be brought forward for consideration under the bylaw process.

2. Resolution for the Association Yukon Communities General Meeting

The Association of Yukon Communities annually invites communities to submit Resolutions they feel require the support of the membership at the AGM. Council members have suggested this year the City of Whitehorse submit two Resolutions, one proposing that the term of office for municipal councils be increased to four years, and one proposing that the Government of Yukon consult directly with municipalities on financial relief to offset the increased costs and lost revenues experienced by Yukon municipalities due to COVID-19.

The recommendation of the Corporate Services Committee is

THAT Council direct that Resolutions proposing a term of four years for municipal councils and a financial relief program for municipalities due to the impacts of the COVID-19 pandemic be forwarded to the Association of Yukon Communities for consideration by the membership at the 2022 Annual General Meeting.



Minutes of the meeting of the City Planning Committee

Date	March 21, 2022	2022-06
Location	Council Chambers, City Hall	
	Councillor Dan Boyd **	
	Councillor Ted Laking – Chair	
Committee Members Present	Mayor Laura Cabott	
	Deputy Mayor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, Interim City Manager	
	Valerie Braga, Director of Corporate Services	
	Krista Mroz, Acting Director of Community Services	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations	
	Pat Ross, Manager of Land and Building Services	
	Mathieu Marois, Planner	
	Wendy Donnithorne, Manager of Legislative Services	

** Indicates electronic participation

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

1. Alkan Lease Rate Review – For Information Only

On February 21, 2022, Administration brought forward Bylaw 2022-11, a bylaw to approve a lease agreement, signed by Alkan Air Ltd. (Alkan), for a 0.168 ha portion of Lot 400, Group 804, Plan 24926 LTO (27 Miles Canyon Road). The proposed lease rate is \$9,050 per year, which represents 10% of market value of land (as per the Lease, Encroachment and Property Use Policy), plus all applicable property taxes, insurance premiums, and utility charges.

At the Planning Committee meeting on February 21, 2022, a representative for Alkan spoke as a delegate and requested a reduction in the proposed lease rate. Council resolved to send the lease back to Administration for further review of options to reduce the proposed lease rate.

Administration has now reviewed several options for a lower lease rate, including policy options, comparison to other jurisdictions, size of the lease area and seasonal consideration and are now bringing them forward for consideration. Based on that review and the site considerations, the proposed terms of the lease continue to be recommended for the proposed lease.

The recommendation of the City Planning Committee is

THAT Council direct Bylaw 2022-11, a bylaw to enter into a new lease agreement with Alkan Air Ltd. for a 0.168 ha portion of Lot 400, Group 804, Plan 24926 LTO (27 Miles Canyon Road) for purpose of maintaining a float plane operation, be brought forward for consideration under the bylaw process.

2. Conditional Use Application – 238 Tlingit Street – For Information Only

An application has been received to develop a light equipment sales/rentals operation with a 157 m² caretaker residence. The purpose of the proposed use is to operate a U-Haul rental business, which would complement the existing commercial storage business that the proponents own and operate on the adjacent lot. A caretaker residence larger than 120 m² is a conditional use in the FN-CIM zone, requiring a decision by Council.

Kwanlin Dün First Nation (KDFN) has not yet exercised zoning powers to regulate development on FN-zoned land. The Zoning Bylaw contains additional zone designators for each FN-zoned piece of land that show interim zone regulations that apply. In this instance, the land is zoned FN-CIM, which indicates that until such time as KDFN exercises zoning powers that govern this parcel, the zoning regulations of the CIM zone apply.

The Zoning Bylaw requires that conditional use applications be decided by Council following a public input session. Council may approve, deny, or approve with conditions applications for development permits for conditional uses

The recommendation of the City Planning Committee is

In accordance with section 4.8 of Zoning Bylaw 2012-20, a public input session has been scheduled for the regular council meeting on March 28, 2022. A total of 26 letters were sent to property owners within a 100 metre radius of the site. Government of Yukon, Kwanlin Dün First Nation and the Ta'an Kwäch'än Council were also notified by mail and email. A notice of the proposed development was placed in local newspapers on March 11, 2022.

3. Zoning Amendment – 1 Drift Drive

The owners of 1 Drift Drive in Copper Ridge have applied to rezone their property from RR – Restricted Residential Detached to RS – Residential Single Detached. Adjacent

properties along Drift Drive are zoned RS (Appendix A). The RR zone only permits single detached housing on large serviced lots. The RS zone permits a broader range of housing options, including duplexes, triplexes, and residential care homes as primary uses and bed and breakfasts, and living and garden suites as secondary uses.

The owners of the subject lot have expressed intent to create a living suite, which necessitates a zone change. A living suite is a separate, self-contained dwelling unit within the house, such as a basement apartment.

In 2018, two adjacent properties at 112 and 114 North Star Drive successfully rezoned their lots to allow for living suites in their RR-zoned properties. Both amendments were approved by Council under Bylaw 2018-13.

Administration confirmed that rezoning the lot to RS would fit with the surrounding community, be consistent with the intent of the OCP Emerging Directions and the City's Sustainability Plan, and likely have minimal impact to the neighbourhood from a traffic, parking or privacy perspective.

The recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2022-12, a bylaw to amend the zoning of 1 Drift Drive to allow for a living suite, be brought forward for consideration under the bylaw process.



Minutes of the meeting of the Development Services Committee

Date	March 21, 2022	2022-06
Location	Council Chambers, City Hall	
	Councillor Jocelyn Curteanu - Chair	
	Councillor Mellisa Murray – Chair	
Committee Members Present	Mayor Laura Cabott	
	Councillor Dan Boyd**	
	Deputy Mayor Kirk Cameron	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
Staff Present	Jeff O'Farrell, Interim City Manager	
	Valerie Braga, Director of Corporate Services	
	Krista Mroz, Acting Director of Community Services	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager of Legislative Services	

**Indicates electronic participation

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



Minutes of the meeting of the City Operations Committee

Date	March 21, 2022	2022-06
Location	Council Chambers, City Hall	
	Councillor Ted Laking – Chair	
	Councillor Dan Boyd – Vice-Chair**	
Committee Members Present	Mayor Laura Cabott	
	Deputy Mayor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, Interim City Manager	
	Valerie Braga, Director of Corporate Services	
	Krista Mroz, Acting Director of Community Services	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager of Legislative Services	
	Taylor Eshpeter, Manager of Engineer	

**Indicates electronic participation

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

1. Procurement Commencement – Asphalt Surface Overlay

In accordance with Section 3.1.1 of the Procurement Policy 2020-03, Council authorization is required prior to the commencement of procurements with an estimated value of \$500,000 or more and of procurements less than \$500,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest. This procurement is anticipated to be over \$500,000.

The Asphalt Surface Overlay Program involves resurfacing of roads that have deteriorated below acceptable condition but do not require full reconstruction.

Funding for this project is included in the approved 2022-2025 Capital Expenditure Program Appendix A.

The recommendation of the City Operations Committee is

THAT Council authorize Administration to commence the procurement of project 240c00410 Asphalt Surface Overlay Program.

2. Procurement Commencement – Rural Roads Surfacing 2022

In accordance with Section 3.1.1 of the Procurement Policy 2020-03, Council authorization is required prior to the commencement of procurements with an estimated value of \$500,000 or more and of procurements less than \$500,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest. This procurement is anticipated to be over \$500,000.

Funding for this project is included in the approved 2022-2025 Capital Expenditure Program. Gas Tax funding has been secured and a Transfer Payment Agreement is in place for the full amount of the project.

The recommendation of the City Operations Committee is

That Council authorize Administration to commence the procurement of project 240c00309 Rural Roads Surfacing.



Minutes of the meeting of the Community Services Committee

Date	March 21, 2022	2022-06
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray – Chair	
	Councillor Michelle Friesen – Vice-Chair	
Committee Members Present	Mayor Laura Cabott	
	Councillor Dan Boyd**	
	Deputy Mayor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Ted Laking	
Absent		
	Jeff O'Farrell, Interim City Manager	
	Krista Mroz, Acting Director of Community Services	
	Valerie Braga, Director of Corporate Services	
Staff Present	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations	
	Landon Kulych, Manager of Recreation Services	
	Wendy Donnithorne, Manager of Legislative Services	

**Indicates electronic participation

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

1. **Winter access at Grey Mountain Cemetery**

Marney Paradis addressed the Committee to advise of her disappointment with winter access at the Grey Mountain Cemetery. Administration confirmed that various options are available and are flexible in accommodating any requests they receive.

2. **Accessibility at Grey Mountain Cemetery**

The Grey Mountain Cemetery is managed in accordance with the City of Whitehorse *Cemeteries Bylaw*. The cemetery is open to public access year round. Between May 1st and September 30th the Grey Mountain Cemetery is available for vehicle access from

8:00 am to 5:00 pm daily with Parks staff on site performing care, maintenance, and site supervision seven days per week.

During the winter months of October 1st to April 30th, operations at the Grey Mountain Cemetery are limited. Maintenance activities cease and staff attend the site as required. Snow accumulates and covers the assets on site including the roads, plots, and headstones. Should a winter interment be booked, a section of the cemetery road is scheduled to be plowed for access and staff remove snow by hand from the row of headstones to the required plot.

Vehicle access is restricted in the winter, and visitors must park at the cemetery entrance and enter at their own accord. Arrangements can be made with the Parks office and within two business days, access can typically be scheduled. On average, there are less than six requests annually, which are usually accommodated in less than 48 hours.

Committee members further explored the current service levels, the number of requests on average, and infrastructure at the cemetery. Members indicated they would like to explore more options to accommodate citizens who wish to visit the places of loved ones during the winter months, including providing snow removal services for accessibility on specific days, weekly or monthly, along with the current “on request” process.

The recommendation of the Community Services Committee is

THAT this matter be referred back to Administration for further analysis.



Minutes of the meeting of the Public Health and Safety Committee

Date	March 21, 2022	2022-06
Location	Council Chambers, City Hall Deputy Mayor Kirk Cameron – Chair Councillor Jocelyn Curteanu – Vice-Chair	
Committee Members Present	Mayor Laura Cabott Councillor Dan Boyd** Councillor Michelle Friesen Councillor Ted Laking Councillor Mellisa Murray	
Absent		
Staff Present	Jeff O'Farrell, Interim City Manager Valerie Braga, Director of Corporate Services Krista Mroz, Acting Director of Community Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Tracy Allen, Director of Operations Wendy Donnithorne, Manager of Legislative Services	

** Indicates electronic participation

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

1. 20-Year Fire Risk Reduction Strategy

Dave Loeks addressed the Committee regarding the possibility of wide spread fire in the City and does the City have an alert system in place to notify residents. Mr. Loeks detailed risks especially with embers travelling great distances and in particular noted the need to “fire safe” the hospital to mitigate the potential need to evacuate it, and the need to provide for increased information to residents about evacuation plans, including for those not on social media

Committee members had questions regarding Fire Smart and indicated that Whitehorse Alert is available to notify residence of an emergency. It was also noted that information

is available on current evacuation plans and means, and these would be further shared and communicated.

There being no further business, the meeting adjourned at 7:51 p.m.

CITY OF WHITEHORSE

BYLAW 2022-13

A bylaw to amend Fees and Charges Bylaw 2014-36

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

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

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to facilitate the development of pop-up patios in the Downtown area during the 2022 calendar year;

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

1. Appendix "A" of Fees and Charges Bylaw 2014-36 is hereby amended by adding a new Bagged Meter fee to Schedule 2 (Bylaw). The said fee will be 100% less than the standard bagged meter fee per metered parking space per day when the parking spaces are used for pop-up patios permitted in accordance with Sidewalk Café and Pop-Up Patios Bylaw 2021-27. The new fee shall read as follows:

Bagged Meters: \$0.00 per metered parking space per day when used for pop-up patios during the 2022 calendar year

Effective Date: 29-Mar-22 Final Fee: \$0.00 Units: meter/day

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

FIRST and SECOND READING: March 14, 2022

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE
BYLAW 2022-14

A bylaw to amend Parkade Bylaw 2017-19

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may pass bylaws for municipal purposes, subject to the *Motor Vehicle Act*, respecting the use of motor vehicles or other vehicles, on or off highways, and the regulation of traffic, parking and pedestrians; and

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

WHEREAS it is deemed desirable to amend Parkade Bylaw 2017-19 to permit overnight parking for food vendor vehicles;

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

1. Parkade Bylaw 2017-19 is hereby amended by deleting the existing section 5 and substituting therefore a new section 5 that reads as follows:
 - “5. A mobile food vendor may be permitted to park in a parkade between the hours the hours of 11:00 p.m. and 7:00 a.m.
2. This bylaw shall come into full force and effect upon the final passage thereof.

FIRST and SECOND READING: March 14, 2022

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE

BYLAW 2022-08

A bylaw to amend the 2022 to 2025 Capital Expenditure Program

WHEREAS section 238 of the *Municipal Act* (R.S.Y. 2002) provides that council shall by bylaw adopt an annual operating budget and a multi-year capital expenditure program; and

WHEREAS section 241 of the *Municipal Act* provides that no expenditure shall be made that increases total expenditures above what was approved in the annual capital budget or operating budget unless such expenditure is approved by bylaw; and

WHEREAS it is necessary to increase the 2022 to 2025 capital expenditure program to provide for the re-budgeting of 2021 capital projects;

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

1. The 2022 capital budget is hereby increased in the amount of \$55,812,101 to provide for the re-budgeting of 2021 capital projects as detailed in Appendix "A" attached hereto and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

DEPARTMENT	JOB ID	JOB DESCRIPTION	REBUDGET REASONING	2021 TOTAL REVISED BUDGET	2021 YTD ACTUALS	FUNDS ELIGIBLE FOR REBUDGET	REBUDGET AMOUNT REQUESTED
Business & Technology Systems	300c00109	COMPUTER INFRASTRUCTURE	The project's supply chain, sourcing of equipment, and resource availability continue to be affected by COVID-19. Staffing shortages in key procurement enabling roles during Q4 have delayed projects. The remaining budget will be used for workstations, Wi-Fi, laptops, and server hardware. This is a budget that funds ongoing needs.	428,011	260,797	167,214	167,214
Business & Technology Systems	300c00110	SOFTWARE ACQUISITION	OH&S case system is still in progress, due to staffing issues in Q4 of 2021. This budget also funds increase in user license counts, and other ongoing software needs.	144,129	38,975	105,154	105,154
Business & Technology Systems	300c00111	SOFTWARE LICENSING RENEWALS	Due to lack of IT staff in 2021, some projects did not move forward. This funding will be utilized for the increased user count in some license renewals and to repair to augment/migrate to cloud licensing.	661,200	609,590	51,610	51,610
Business & Technology Systems	300c00112	SECURITY CAMERAS	Lack of key procurement and implementation staff in Q4 has delayed this project, funding will be used to purchase and install security cameras and related equipment to adequately secure city assets and provide for health and safety of city staff.	133,304	6,387	126,917	126,917
Business & Technology Systems	300c00113	ENTERPRISE RESOURCE PLANNING (ERP) DEVELOPMENT	Due to lack of key staffing in project management and implementation in Q4 of 2021 this project was delayed. This funding will be used to complete these ERP upgrades and improvements.	256,936	65,838	191,098	191,098
Business & Technology Systems	300c00117	LAND AND BUILDING SERVICES RECORDS DIGITIZATION	This project has been delayed due to lack of project staff in B&TS. The re-budgeted amount will be used to perform an in-depth digital document management study, to include proper digital signing and document tracking of legal document digitization. After 2022, BTS will establish future budgets moving forward.	112,342	-	112,342	20,000
Business & Technology Systems	300c00118	RADIO AND LOCATION EQUIPMENT	Project not complete in 2021 due to lack of key project staff in Q3 & Q4 - resulting in project delays. Re-budgeted funds will be spent on upgrading and the replenishment of radio equipment and hardware.	159,217	134,324	24,893	24,893
Business & Technology Systems	300c00119	TRANSIT REALTIME PASSENGER INFO AND ELECTRONIC PAYMENTS	Due to delays in key staffing for procurement and implementation, these projects where inevitably delayed. This funding will be used to complete these projects in 2022	153,800	108,340	45,460	45,460
Business & Technology Systems	300c00120	COMPUTER INFRASTRUCTURE - NETWORK AND COMM LINKS	Due to lack of key procurement and implementation staff in Q4 in Network Infrastructure projects were delayed. These funds will be used to complete these upgrade projects and to accommodate upgrade and expansion of fiber accommodating relocation of CH, and a network infrastructure audit that would have been performed by key staff in Q3/Q4 2021	639,705	199,120	440,585	440,585
Business & Technology Systems	300c00121	FIRE DEPARTMENT RADIO UPGRADES	Project not complete in 2021 due to lack of key project staff in Q3 & Q4 - resulting in project delays. Re-budgeted funds will be spent on upgrading and the replenishment of radio equipment and hardware.	230,000	178,792	51,208	51,208
Business & Technology Systems	300c00218	BYLAW INCIDENT REPORTING SOFTWARE	Project not complete in 2021 due to lack of key project staff in Q3 & Q4. Re-budgeted funds will be spent on the development of additional features identified by Bylaw for the case management system. This project is ongoing, with funds expected to be spent in 2022	4,425	-	4,425	4,425
Business & Technology Systems	300c00220	COMPUTER INFRASTRUCTURE - SERVERS AND STORAGE	Due to lack staff in IT for procurement and implementation at Q4, 2021 and legal review of manufacturers terms and conditions these projects were delayed. This funding will be use to complete these projects, without hindering projects planned for 2022.	98,900	36,905	61,995	61,995
Business & Technology Systems	300c00221	WATER AND WASTE SERVICES COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)	Due to lack of key project staff in Q4, this project has been delayed, an RFI was completed in 2021. This funding will be used to ensure that this project moves forward in 2022, an RFP for the CMMS will be completed Q2/Q3 of 2022	50,000	91	49,909	49,909
Business & Technology Systems	300c00320	COMPUTER INFRASTRUCTURE - USER DEVICES AND SUPPORT	Due to lack of staffing in key project procurement and implementation areas, this project was delayed. These funds will be spent on completing these projects and transitioning user devices to better accommodate a hybrid workforce and work from home requirements, and well as performing a complete end user infrastructure and cyber security audit.	421,391	140,718	280,673	280,673
Business & Technology Systems	300c00420	IT STRATEGY FOR THE CITY OF WHITEHORSE	Due to change over of B&TS Management, the IT strategy provided by consultant will be reviewed and re-scoped. These funds will be used to fund the revisions to the report, and provide strategic direction to B&TS.	19,434	9,529	9,905	9,905

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Business & Technology Systems	300c00620	GROUP PORTAL CONSULTATION	Project substantially completed in 2021 which included implementing a group portal for City Council. Re-budgeted funds will be spent in 2022 on consulting services to determine/ensure all features and functions are meeting the requirements of councils group portal. Funds expected to be spent Q3 of 2022	30,000	10,054	19,946	19,946
Director, Operations	120c00115	ASSET MANAGEMENT	Funds were not able to be spent in 2021 due to vacancies within the department. 1 / 2 FTEs have since been filled with the remaining FTE in active recruitment. Re-budgeted funds expected to be spent on asset management & fixed asset assessments to be complete late 2022	800,000	16,418	783,582	783,582
Engineering Services	240c00114	BRIDGE DECK REPAIRS	Construction was substantially completed in 2021. As part of the construction contract, a silane sealer application was applied in 2021 following the concrete deck spot repairs and another application is specified to be completed in 2022.	600,000	387,062	212,938	212,938
Engineering Services	240c00119	MARWELL LIFT SANITARY FORCEMAIN REPAIR	Industry capacity along with unsuccessful procurement competition.	232,039	968	231,071	231,071
Engineering Services	240c00209	HILLCREST RECONSTRUCTION	Multi-year reconstruction program. Work in 2022 will include engineering consulting fees to advance the detailed design and complete public engagement.	850,000	132	849,868	849,868
Engineering Services	240c00219	WELL 6 PUMP REPLACEMENT	Design completed in 2021, construction scheduled for 2022.	300,000	24,237	275,763	275,763
Engineering Services	240c00220	SCHOOL ZONE IMPROVEMENTS	Construction for Jack Hulland School improvements was delayed to align with 2022 summer when school is out of session.	520,000	205,058	314,942	314,942
Engineering Services	240c00309	RURAL ROADS SURFACING	Gas Tax TPA is in place for 2021-2023 and work is ongoing.	600,000	563,941	36,059	36,059
Engineering Services	240c00317	DOWNTOWN RECONSTRUCTION - ALEXANDER ST EAST (2-4TH)	Contract is in place with landscaping contractor to complete the work. Work was not completed in 2021 due to contractor capacity. Work is expected to be completed by summer of 2022	271,507	96,298	175,209	175,209
Engineering Services	240c00320	UTILITY STATIONS AND FORCE MAIN CONDITION ASSESSMENT	Multi-year project, engineering consulting work is ongoing and contract extends into 2022.	380,000	164,995	215,005	215,005
Engineering Services	240c00410	ASPHALT SURFACE OVERLAY PROGRAM	The ICIP funding for this program is approved for 2019 to 2023. The re-budgeted amount will fund further overlay segments in 2022.	3,731,000	2,169,920	1,561,080	1,561,080
Engineering Services	240c00418	DOWNTOWN RECONSTRUCTION: COOK ST WEST (4TH TO ESCARPMENT)	Construction contract is in place and civil underground and surface works are scheduled to be completed in 2022. Landscaping tender will be released in early 2022 with installation of landscaping scheduled for 2022. This project is expected to complete under budget.	8,165,073	2,715,182	5,449,891	5,286,289
Engineering Services	240c00513	MARWELL EAST - TLINGIT ST	Civil construction work was substantially completed in 2021. Landscaping is scheduled for completion in 2022. This project is expected to complete under budget.	3,148,496	2,117,581	1,030,915	555,863
Engineering Services	240c00619	TRAFFIC SIGNALS - FOURTH & MAIN STREET	Materials were procured in 2021, however the scope of the project was increased through the 2022 budget request to add additional improvements to the intersection to enhance safety. Construction is scheduled for 2022.	335,000	25,543	309,457	309,457
Engineering Services	240c00621	MCINTYRE DRIVE TRAFFIC CALMING	Contract in place with engineering consultant to complete the detailed design. Detailed design is ongoing and expected to be completed in 2022.	200,000	45,861	154,139	154,139
Engineering Services	240c00720	HAMILTON BOULEVARD & FALCON DRIVE SOUTH ROUNDABOUT	Detailed design scheduled for 2021/2022, construction scheduled for 2022.	50,000	1,862	48,138	48,138
Engineering Services	240c00921	RANGE ROAD SOUTH ASPHALT PATH EXTENSION	Construction work commenced in 2021, however it was not completed before end of season in 2021, due to contractor capacity.	465,000	146,243	318,757	318,757
Engineering Services	240c01116	WATER & SEWER STUDY (CITY WIDE)	Contract in place with engineering consultant, work is ongoing and estimated to be completed December 31, 2022.	500,000	57,761	442,239	442,239
Engineering Services	240c01216	TRANSPORTATION STUDY (CITY WIDE)	Contract in place with engineering consultant, work is ongoing and estimated to be completed in 2022.	449,873	155,020	294,853	294,853
Engineering Services	240c01219	ASPHALT PATH CROSSING IMPROVEMENTS	Detailed design was completed in 2021 and construction is scheduled for 2022.	120,000	1,608	118,392	118,392
Engineering Services	240c01316	GROUNDWATER PROTECTION PLANNING & IMPLEMENTATION	Design completed in 2021, construction scheduled for 2022.	540,000	94,777	445,223	445,223

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Engineering Services	240c01421	LEWES BOULEVARD BUS LANE	Contract in place with engineering consultant for detailed design. Design is scheduled for 2021/2022 with construction in 2022.	45,000	23,620	21,380	21,380
Engineering Services	240c01520	MAIN STREET ESCARPMENT GEOHAZARD MITIGATION	Construction work is completed, however the scope of this project was amended with Council approval to include geohazard monitoring into 2022.	443,546	316,720	126,826	126,826
Engineering Services	240c01621	SNOW DUMP MANAGEMENT PLAN	Contract in place with engineering consultant and the work is substantially completed and is expected to be completed in 2022.	100,000	81,386	18,614	18,614
Engineering Services	240c01721	GROUNDWATER MONITORING WELL INSTALLATIONS	Contract delays due to drilling contractor availability. Project expected to be completed in 2022.	300,000	75,540	224,460	224,460
Engineering Services	240c01821	UTILITY BYLAWS UPDATE	Procurement was released in 2021 with no bids received. Request for proposal for consulting services will be re-issued in 2022.	200,000	85	199,915	199,915
Engineering Services	240c02021	DOWNTOWN FIRE HYDRANT REPLACEMENT	Commitment in place with two developers at end of year 2021. Funds were not spent due to developments delayed in 2021. Work expected to start in 2022.	60,000	-	60,000	60,000
Engineering Services	240c02609	SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROGRAM	Delays due to engineering consultant capacity. Work is estimated to be completed in first half of 2022.	191,491	48,271	143,220	143,220
Engineering Services	740c00609	GREY MOUNTAIN CEMETERY EXPANSION	Detailed design to be completed early 2022. Re-budgeted funds will be spent on implementation of cemetery expansion areas. Construction timeline is unknown at this time.	500,000	24,000	476,000	476,000
Financial Services	260c00109	OFFICE FURNITURE	This project is continuous in nature as old furniture always needs replacing or as office spaces are realigned to create additional workstations. The 2021 budgeted funds are expected to be fully expended in 2022.	75,000	45,123	29,877	29,877
Financial Services	260c00120	IMPLEMENTATION OF ASSET RETIREMENT OBLIGATIONS STANDARD	The Public Standard Accounting Board (PSAB) has delayed the implementation of this reporting regulation to 2023 due to COVID-19. In 2022 these funds will be allocated to the development of the processes required to implement reporting. This project will be complete by 2023.	50,000	394	49,606	49,606
Fire Department	440c00118	FUEL ABATEMENT	Last winter season of a multi-year project. The project will be completed in the Spring of 2022, after which any unspent residual funds will be released.	350,000	66,000	284,000	284,000
Fire Department	440c00209	SELF-CONTAINED BREATHING APPARATUS (SCBA) AIR MANAGEMENT REPLACEMENT/UPGRADE	Annual capital needs for the maintenance and replacement of units and components as required.	117,880	113,566	4,314	4,314
Fire Department	440c00210	TECHNICAL RESCUE	Annual replacement of required equipment and consumables based upon noted wear / damage and scheduled replacement of consumables (i.e. rescue rope).	25,000	17,797	7,203	7,203
Fire Department	440c00309	TURNOUT GEAR REPLACEMENT	Annual replacement and repair of personal protective clothing and gear. Scheduled replacement of complete sets in addition to replacement of worn or damaged components as required.	49,681	41,394	8,287	8,287
Fire Department	440c00414	URBAN INTERFACE STRUCTURAL PROTECTION EQUIPMENT	Funds to be applied to a continuation of this project in 2022. Exploration of equipment requirements in conjunction with Yukon Wildland Fire Management.	10,000	5,514	4,486	4,486
Fire Department	440c00419	HAZMAT EQUIPMENT PURCHASE	Continuation of project to build capacity to address this discipline. Supply chain challenges have resulted in delayed ordering and receipt of necessary equipment and chemical protective clothing. Initial capital purchases will be complete in 2022, with only a need for an annual allotment for maintenance and replacement of consumables and gear.	72,000	34,764	37,236	37,236
Fleet & Transport Maintenance	320c00110	ONE TON TRUCK REPLACEMENT	PO issued, equipment delivery expected in 2022.	100,000	60	99,940	99,940
Fleet & Transport Maintenance	320c00120	ADDITIONAL PICKUP - UTILITY STATIONS LEADHAND	PO issued, equipment delivery expected in 2022.	55,000	1,069	53,931	53,931
Fleet & Transport Maintenance	320c00215	ICE RESURFACER REPLACEMENT	PO issued, equipment delivery expected in 2022.	430,500	306	430,194	430,194
Fleet & Transport Maintenance	320c00317	GARBAGE/COMPOST PACKER REPLACEMENT	Delivered in 2022, processing payment.	660,000	326,589	333,411	333,411
Fleet & Transport Maintenance	320c01209	MOBILE SWEEPER REPLACEMENT	PO issued, equipment delivery expected in 2022.	365,000	359,738	5,262	5,262

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Fleet & Transport Maintenance	320c01709	PICKUP TRUCK REPLACEMENT	PO issued, equipment delivery expected in 2022.	304,832	112,001	192,831	192,831
Fleet & Transport Maintenance	320c02109	VAN REPLACEMENT	PO issued, equipment delivery expected in 2022.	74,000	60	73,940	73,940
Fleet & Transport Maintenance	320c02809	HEAVY TRUCK REPLACEMENT	PO issued, equipment delivery expected in 2022.	310,000	39	309,961	309,961
Fleet & Transport Maintenance	500c00109	TRAFFIC CONTROLLER CABINET	Ongoing, new cabinet required for 2nd and Main Signals. Was dependent on Engineering Budget Submission for 2022	60,000	23,609	36,391	36,391
Fleet & Transport Maintenance	500c00110	SMALL EQUIPMENT REPLACEMENT	PO issued, equipment delivery expected in 2022.	105,000	40,700	64,300	30,000
Fleet & Transport Maintenance	500c00609	GUIDE RAIL & JERSEY CURB REPLACEMENT	Product available spring 2022. Waiting on invoice.	62,000	29,925	32,075	32,075
Fleet & Transport Maintenance	320c00321	ELECTRIC FORKLIFT - OPERATIONS & WATER AND WASTE SERVICES	PO issued, equipment delivery expected in 2022 or 2023.	115,000	176	114,824	114,824
Fleet & Transport Maintenance	320c00421	ADDITIONAL VAN - OPERATIONS BUILDING MAINTENANCE	Delivered in 2022, processing payment.	75,000	285	74,715	74,715
Fleet & Transport Maintenance	320c01016	REPLACEMENT TRANSIT BUSES	PO issued, equipment delivery expected in 2022.	2,300,000	1,099,556	1,200,444	1,200,444
Human Resources	280c00221	HUMAN RESOURCE MANAGEMENT SYSTEM & EMPLOYEE SATISFACTION SURVEY	Employee Survey was not completed in 2021 due to vacancies in the HR department. Re-budgeted funds will be spent on developing an employee satisfaction survey, with job completion expected end of year 2022	90,000	40,050	49,950	49,950
Legislative Services	220c00116	RECORDS MANAGEMENT	The project will proceed in earnest when a staff person is hired. Recruitment efforts in 2020-2021 did not result in a successful candidate. The job description is currently under review and reclassification. Adjustments to the project and recruitment are expected in 2022.	497,007	2,590	494,417	494,417
Legislative Services	220c00121	2021 MUNICIPAL ELECTION PILOT PROJECT	Overall project for the majority of the pilot project expenses has come under budget for the 2021 Municipal Election. Work into 2022 will be for completing pilot project reporting and work with Elections Yukon on pilot project recommendations, potential additional support for election records, equipment and future readiness.	250,000	136,564	113,436	50,000
Legislative Services	220c00220	POLICY DEVELOPMENT	Staff person hired as a term for this project subsequently was hired for a permanent position in 2020. Because the position was for a one-year term only, a replacement was not recruited and subsequent policy work has, and continues to be, carried out by consultants.	278,726	72,069	206,657	206,657
Parks	740c00121	CITY OF WHITEHORSE PUBLIC ART COLLECTION	This project was not completed as no successful candidates were found. These re-budgeted funds will be used in 2022 to award a contract to complete work. The project will be completed in 2022.	40,000	-	40,000	40,000
Parks	740c00220	WHISTLE BEND TREE REPLACEMENT	Parks staff replaced trees throughout the 2021 season in Whistle Bend. This re-budgeted amount will be used for the continuation of tree replacement work and the purchase of new trees. An RFQ has been released and this project will be completed in 2022.	36,695	17,050	19,645	19,645
Parks	740c00221	WHISTLE BEND PHASE 3 PLAYGROUND	The original tender did not receive any qualifying bids and the project could not proceed in 2021. The contract for the design, supply, and installation of a new playground was awarded in 2021 and work will commence spring 2022. This project will be completed in 2022.	350,000	34	349,966	349,966
Parks	740c00309	PLAYGROUND EQUIPMENT REPLACEMENT	This project was not completed in 2021. The cost of playground equipment has increased and \$65k is no longer adequate to cover cost of replacing a playground. This re-budgeted amount will be combined with the \$85k from the 2022 budget for the replacement of ageing playgrounds. The project will be completed in 2022.	65,000	1,063	63,937	63,937

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Parks	740c00320	LONG LAKE IMPROVEMENTS	The conceptual design was completed in 2020. This re-budget amount will be spent on the implementation of amenities such as docking infrastructure and potentially a lifejacket loaner station and change stations to support water-based recreation and aquatics programming. This is the second phase of long lake improvements and the project will be completed in 2022.	107,817	38,518	69,299	69,299
Parks	740c00409	TRAIL PLAN IMPLEMENTATION	This project was not completed in 2021 due to staff shortages. These re-budgeted funds will be used for trail crew operations, staff wages, materials, equipment rentals, and contractor services if needed. This project will be completed by the end of the 2022 season.	75,000	6,494	68,506	68,506
Parks	740c01115	REPLACE IRRIGATION SYSTEM AT ROTARY PARK	This project was not completed in 2021 due to staff shortages. These Re-budgeted funds will be used for trail crew operations, staff wages, materials, equipment rentals, and contractor services if needed. This project will be completed by the end of the 2022 season.	198,000	16,286	181,714	181,714
Parks	740c05310	DOWNTOWN STREET UPGRADES - PARKS	This project focused on electrical infrastructure upgrades in 2021 and was not completed due to limited contractor availability for electrical repairs. These re-budgeted funds will be used for replacing and repairing tree grates, brickwork, upgrading electrical infrastructure in street tree wells, and clock repairs. This project will be completed in 2022.	21,125	11,842	9,283	9,283
Planning & Sustainability Services	720c00120	WHISTLE BEND TOWN SQUARE DETAILED DESIGN	This is a multi-year project. The detailed design is substantially completed and is expected to be finalized by March 2022.	140,000	86,697	53,303	53,303
Planning & Sustainability Services	720c00216	6TH AVE CONTAMINATION REMEDIATION	Consultant's onsite work was delayed in 2021 Draft report received January, 2022 and is currently being evaluated by City administration and awaiting lab analysis information that will assist to delineate locations of contaminants on the site. Re-budgeted funds will be spent on finalizing the report and advancing remediation efforts. Completion of onsite work anticipated in 2022.	567,762	42,760	525,002	525,002
Planning & Sustainability Services	720c00220	TANK FARM MASTER PLAN	Delays due to project scoping with main landowner; funds for consulting; project to be completed in 2023	149,661	160	149,501	149,501
Planning & Sustainability Services	720c00221	LAND ACQUISITION – 7220 7TH AVENUE	Land purchase originally scheduled for Oct 11 2021. Seller has been unable to prepare the property for sale. Re-budgeted funds will be used complete purchase of the property. Expected clean up Spring 2022 with new closing date to be determine shortly after.	380,000	-	380,000	380,000
Planning & Sustainability Services	720c00815	OFFICIAL COMMUNITY PLAN REVIEW - 2018	Delays due to municipal election; project to be completed in 2022; funding for consultant, staffing, general costs.	227,457	15,922	211,535	211,535
Property Management	320c00114	PUMP HOUSE BUILDINGS REPAIRS	Internal / external resources limited availability to complete. Complete required upgrades by Oct 31/22	8,601	-	8,601	-
Property Management	320c00318	BUILDING CONSOLIDATION PLAN - MUNICIPAL SERVICES BUILDING DEMOLITION	Environmental II studies and ground samples tested for hydrocarbons not completed. Demolition schedule for 2023	500,000	1,850	498,150	498,150
Property Management	320c00420	ROBERT SERVICE CAMPGROUND BUILDING	Multi year project with design completed in 2021. Project end date May 2023	3,129,777	207,167	2,922,610	2,922,610
Property Management	320c00521	TRANSIT & PARKS BUILDING TLINGIT STREET BIOMASS HEATING UPGRADES	Delay due to structural concerns during design consultation. Project to proceed and be completed by December 31, 2022	75,000	-	75,000	75,000
Property Management	320c00717	CONDENSER/WATER TOWER REPLACEMENT	New cooling tower late in 2021. Vendor to complete outstanding issues before issuing final payment.	430,000	316,780	113,220	113,220
Property Management	320c00821	TAKHINI ARENA AIR SEALING ENERGY UPGRADE	Initial foam insulation added in fall 2021. Final stage to be competed by June 30,2022	60,000	47,100	12,900	12,900
Property Management	320c00910	WASTE HEAT RECOVERY - CGC	Project 95% completed. Vendor to complete outstanding items prior to final payment.	887,224	480,646	406,578	100,000
Property Management	320c00921	CLASS T MACHINE ROOM UPGRADES	Future upgrade projects for Rec facilities proposed. Possible to co-ordinate with other project. Completion date Dec 31/22	75,000	-	75,000	-

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Property Management	320c01117	BUILDING CONSOLIDATION PLAN - SERVICES BUILDING	Design changes complete for City Hall 1966 portion scope change. Project target completion date Dec 31, 2023	23,940,397	998,899	22,941,498	20,541,498
Property Management	320c01119	MT. MCINTYRE UPGRADE	Design consulting services to be awarded in spring 2022. Project completion: Sept 1, 2024	700,000	-	700,000	700,000
Property Management	320c01217	BCP - TRANSIT/PARKS BUILDING RENOVATIONS	Delay due to structural issues identified during design consultation. Scheduled completion date Dec 31, 2022	750,000	39,598	710,402	710,402
Property Management	320c01311	AQUATIC CENTRE MAINTENANCE	Only partially completed during pool shutdown due to vendor / supply availability. Pool shutdown for 2022 is now scheduled for 5 weeks in order to complete upgrades	75,000	26,704	48,296	48,296
Property Management	320c01317	BCP - OFFICE ALTERNATIVE	Lease space will be required until completion of the City Hall reconstruction. Target date Dec 31, 2023	280,782	244,231	36,551	36,551
Property Management	320c01516	KULAN SATELLITE STN UPGRADES	Final layout of satellite yard / building now complete after Operations has moved into WOB. Target completion date Oct 1, 2022	104,786	-	104,786	-
Property Management	320c01712	ENVIRONMENTAL ASSESSMENTS - SURPLUS PROPERTIES	External resources limited during pandemic. Assessments to be completed by Nov 1/22	40,146	5,250	34,896	34,896
Property Management	320c01716	BCP - FIRE HALL #1 BUILDING	Fire Hall # 1 is active. Landscaping and security fencing to be completed by Oct 1/22	150,000	30,805	119,195	119,195
Property Management	320c01810	BCP - OPERATIONS BUILDING	Building complete and occupied. Remaining yardwork, landscaping and 2nd access to Range Road to be completed Dec 31, 2022	3,980,629	436,417	3,544,212	3,544,212
Property Management	320c02016	HERITAGE BLDG ROOF REPLACEMENT	Design consultation complete. Construction quote out late summer 2021 but received zero bids. Will repeat tender process again in spring of 2022. Completion target date Oct 31/22	333,473	423	333,050	333,050
Property Management	750c01411	FLOORING REPAIRS - FACILITIES	Limited internal / contractor / supply availability. Target completion date Dec 31/22	50,000	5,482	44,518	44,518
Recreation	750c00221	CANADA GAMES CENTRE PARKING LOT UPGRADES	Unable to be completed due to covid restrictions and the availability of contractors. Will be completed in September 2022.	75,000	4,027	70,973	70,973
Recreation	750c00811	WELLNESS CENTRE EQUIPMENT	This project is continuous in nature to allow for the replacement of unrepairable equipment or to purchase new types of equipment. The 2021 re-budgeted funds are expected to be fully expended in 2022.	39,888	29,321	10,567	10,567
Strategic Communications	201c00121	CITY OF WHITEHORSE WEBSITE REDESIGN PROJECT - PHASE 2	Contract for Phase 2 was awarded Dec. 2021, and based on the six-month contract the project is expected to be completed by the end of May 2022. Re-budgeted funds will be spent on the remaining Phase 2 contract.	143,330	47,670	95,660	95,660
Water & Waste Services	500c00209	LANDFILL UPGRADES	Only a portion of the project was completed in 2021, due to competing priorities and staff vacancies. The remaining of the work is scheduled for 2022. A Gas Tax Amendment will be submitted, to extend completion date to Dec 31, 2022.	94,917	1,492	93,425	93,425
Water & Waste Services	650c00119	RESERVOIR CLEANING	The project was not completed in 2021 due to contractor workload. Project re-scheduled for May 2022.	88,357	1,025	87,332	87,332
Water & Waste Services	650c00121	2023-2033 SOLID WASTE MANAGEMENT PLAN	Consultant work load didn't allow the project to be completed on December 31, 2021. The project completion date has been extended to June 30, 2022.	385,000	114,711	270,289	270,289
Water & Waste Services	650c00221	WASTEWATER LAGOON REPAIRS	Some portion of the work was completed in 2021, but not all as some tenders for upgrades went un-answered in the Summer-Fall of 2021. Remaining work will be re-scheduled for 2022.	200,000	55,304	144,696	144,696
Water & Waste Services	650c00321	LIVINGSTONE LAGOON DESLUDGING	A portion of the work was completed in 2021. The rest of the work is scheduled for 2022.	30,000	1,375	28,625	28,625
Water & Waste Services	650c00421	SELKIRK PH SECOND BARRIER TREATMENT	This is a multi-year project. The final report, scheduled to be completed in 2021, was delayed due to workload by the consultant. The report is scheduled to be completed in April 2022.	250,000	90,327	159,673	159,673
Water & Waste Services	650c00521	WASTE MANAGEMENT FACILITY MONITORING WELLS REPAIRS	This is a multi-year project. A portion of the work was completed in 2021, with the rest of work scheduled to be completed in 2022.	50,000	18,942	31,058	31,058
Water & Waste Services	650c00618	POT HOLE LAKE SERVICE UPGRADE	A Gas Tax Amendment was obtained on Dec 18, 2020 to increase the funding to \$460,000. The design of the specifications was completed with delays in 2021, due to consultant workload. The upgrade/repair work is scheduled to be completed in 2022.	541,201	41,146	500,055	395,055
Water & Waste Services	650C00818	WHISTLE BEND LIFT STATION STANDBY PUMP	The project wasn't completed in 2021 due to competing priorities and staff vacancies. The project will be re-scheduled for 2022.	50,000	-	50,000	50,000
Water & Waste Services	650c00819	TRANSFER STATION UPGRADES	Expenditure in 2021 were for the Pre-Design Work, for which Gas Tax was approved for \$250,000. The \$750,000 to be Re-budgeted is for the Fiber Optic and New Scale work. Work to be completed throughout 2022	847,193	95,122	752,071	752,071

DEPARTMENT	JOB ID	JOB DESCRIPTION	REBUDGET REASONING	2021 TOTAL REVISED BUDGET	2021 YTD ACTUALS	FUNDS ELIGIBLE FOR REBUDGET	REBUDGET AMOUNT REQUESTED
Water & Waste Services	650c00918	LIVINGSTONE TRAIL ENVIRONMENTAL CONTROL FACILITY SITE UPGRADE	A portion of the work was completed in 2021. Tenders for some other work received no bids in 2021. This work will be re-scheduled for 2022.	200,000	18,301	181,699	181,699
Water & Waste Services	650c00921	PUMP REPLACEMENT FOR THE LIFT STATION#1	The project wasn't completed in 2021 due to competing priorities and staff vacancies. The project will be re-scheduled for 2022.	90,000	75	89,925	89,925
Water & Waste Services	650c01019	METAL PILE - ONE YEAR	A contract was in the works during 2021 to remove metals from the Waste Management Facility, yielding in a zero-dollar value contract for the City. The project will continue in 2022, with additional removal and expected expenses.	338,344	1,270	337,074	337,074
Water & Waste Services	650c01217	COMMERCIAL WATER METER REPLACEMENTS	This is a multi-year project. Water meters are replaced as required. Additional meters are expected to be upgraded in 2022 and on.	104,152	-	104,152	104,152
Water & Waste Services	650c01409	HYDRANT INFILL	Hydrant infill work was not completed in 2021 due to competing priorities and staff vacancies. Work is scheduled to continue in 2022.	55,000	-	55,000	55,000
Water & Waste Services	650c02118	COMPOST FACILITY EXPANSION	Project was substantially completed in 2021. The procurement of compost sensors is pending for 2022.	1,273,316	235,785	1,037,531	1,037,531
Water & Waste Services	650c02219	RIVERDALE AQUIFER SEWER CAMERA INSPECTIONS	Project was not completed in 2021 due to competing priorities and staff vacancies. Project is re-scheduled for 2022.	100,000	3,119	96,881	96,881
SUBTOTAL - CAPITAL PROJECTS BEING REBUDGETED INTO 2022				\$ 79,713,924	\$ 17,766,677	\$ 59,640,798	\$ 55,812,101

CITY OF WHITEHORSE

BYLAW 2022-11

A bylaw to authorize a lease agreement with Alkan Air Ltd.

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

WHEREAS it is deemed desirable that the City enter into an agreement with Alkan Air Ltd. for the lease of a parcel of land at Schwatka Lake for the purpose of operating a float plane base for a five-year period from May 1, 2022 to and including April 30, 2027;

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 Alkan Air Ltd. with respect to a 0.168-hectare portion of Lot 400, Group 804, Plan 24926 LTO, located at Schwatka Lake in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk




CITY OF WHITEHORSE
BYLAW 2022-11
APPENDIX 'A'



BYLAW 2022-11

A bylaw to authorize a lease agreement between the City of Whitehorse and Alkan Air Ltd. on Lot 400, Group 804, Plan 24926 LTO.

LEGEND

 SUBJECT AREA
Area = 0.168 ha ±

THIS LEASE AGREEMENT, made the _____ day of _____, 2022 in triplicate, to be effective as of and from the 1st day of May, 2022.

BETWEEN:

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

AND:

Alkan Air Ltd., a corporation duly incorporated pursuant to the laws of the Yukon Territory
(the “Tenant”)

WHEREAS:

- A. The Landlord is the owner of the Land as described in paragraph 1.1 herein; and
- B. The Tenant desires to lease the Land for the purpose of a float plane base of operations, including float plane docks situated in Schwatka Lake, 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:

Portion of Lot 400, Group 804, Plan 24926 LTO, City of Whitehorse, Yukon Territory, comprising approximately 0.168 hectares and shown outlined in red on the sketch attached hereto as Appendix “A”.

(hereinafter referred to as the “Land”)

1.2 Premises. The Landlord and Tenant acknowledge that a metal hangar building, AV gas tanks, digital scale, seaplane docking facilities and the System as defined in article 3.1(r)(ii) (all of which are collectively called the “Premises”) which are located on the Land, except the seaplane docking facilities, which are located on and adjacent to the Land, are owned by the Tenant, and are subject to the terms of this Lease, including the option to purchase contained in paragraph 3.1(l) herein.

1.3 Term. To have and to hold the Land 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 May, 2022 to and including the 30th day of April, 2027.

1.4 Rent. Yielding and paying therefore during the term hereof unto the Landlord the sum of Nine Thousand and Fifty dollars (\$9,050.00) per year, plus Goods and Services Tax ("GST"), of lawful money of Canada to be paid in advance on or before May 1st of each year during the term hereof.

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

1.6 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").

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

1.8 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 Land 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 Land 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 \$9,050.00 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. Any improvements made to the Land and Premises by the Tenant at any time during the currency of this Lease shall be at the risk, cost and expense of the Tenant;
- (c) *Maintenance of the Premises* - If at any time during the term of this Lease or any renewal thereof, the Land and Premises are not being maintained in accordance with the requirements of this Lease, the Landlord will notify the Tenant in writing, specifying in such notice, the respects in which such maintenance is deficient. If within fifteen (15) days from the date of such notice the Tenant has not commenced performance of such maintenance or if such maintenance is not of a type satisfactory to the Landlord, acting reasonably, the Landlord may enter upon the Land and Premises and perform such maintenance, at the cost and expense of the Tenant, and the Tenant agrees to promptly reimburse the Landlord for all its cost thereof for administration and overhead; it being expressly understood and agreed that the Landlord shall not otherwise be under any obligation to perform any maintenance during the term of this Lease or any renewal thereof.
- (d) *Care of Land and Premises* - The Tenant shall take good care of the Land 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 Land and Premises in such condition and in compliance with all laws governing hazardous substances, including the storage and handling thereof;

- (e) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Premises as separately metered or separately invoiced by the supplier. The Tenant shall, at the cost and expense of the Tenant, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the Land and Premises of all trash, garbage and other refuse arising on or in connection with the Tenant's Business (as hereinafter defined) or otherwise deposited or which accumulate on the Land.
- (f) *Business Licences* - The Tenant shall pay when due all fees associated with obtaining a business licence payable by the Tenant in respect of the Tenant's occupancy of the Land and Premises;
- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Land 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 shall not be unreasonably withheld. For the purposes of this paragraph, and without limiting the generality of the matters or factors upon which the Landlord may reasonably refuse assignment, the financial position, business record, environmental record and safety record of any proposed assignee are each factors upon which the Landlord may reasonably refuse Assignment. If the Tenant is a private company, any change in the voting control of such company shall be deemed, for the purposes hereof, to be an assignment of this Lease. If the Tenant assigns or sublets the Land and Premises with the prior written consent of the Landlord and the assignee or sub-tenant assumes the covenants and obligations of the Tenant hereunder by written agreement with the Landlord, the Tenant shall be relieved from all liability for such covenants and obligations. Notwithstanding the foregoing, the Tenant may, in the ordinary course of business, sublease or provide a licence of occupation to persons engaged in the aircraft maintenance business, provided such subleases or licences can be terminated by the Tenant on one month's notice;
- (h) *Use of Land and Premises* - The Tenant shall not use the Land and Premises nor allow the Land and Premises to be used for any purpose other than for the purpose of the Tenant's float plane operation and the Tenant's aviation fuel and lubricating oil storage and dispensing facilities (the "Business") and for no other purpose or purposes provided that accessory uses that complement the Business and which have been approved in writing by the Landlord, acting reasonably, may be permissible. Uses outside the scope of the Business or accessory use complementing the Business may or may not be approved at the sole discretion of the Landlord;
- (i) *Nuisance* - Subject to paragraph 3.1(h), the Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Land and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Land and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of adjoining land and properties;
- (j) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing on the Land 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 Land 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;

- (k) *Alterations* - The Tenant shall not make any alterations, decorations, installations or changes of any kind in the Land and Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, and the Landlord may require that any or all work to be done and materials to be in accordance with National Building Code;
- (l) *Fixtures* - All alterations, additions, improvements and fixtures to, in or upon the Land including everything attached to any part of the Land, but excluding the Tenant's trade fixtures, shall become the property of the Landlord and shall remain on the Land upon the expiration of this Lease at the sole discretion of the Landlord, subject to such exceptions that the Landlord may consent to in writing. For greater certainty the Premises are deemed by the parties to be trade fixtures which the Tenant is required to remove upon termination of this Lease. Notwithstanding the foregoing, the Tenant hereby grants to the Landlord an option to purchase any or all of the Premises and any other trade fixtures attached to or placed upon, and in the case of docks, located adjacent to the Land, for the fair market value thereof. This option shall be exercised by the Landlord giving written notice of its intention to do so, on or before sixty days of the end of term of this Lease, or in the event that it is terminated for any reason before the end of term, within 60 days after such termination;
- (m) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Land, the Premises or any goods, chattels or fixtures moved into or on the Land and Premises, except in the ordinary course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid. Notwithstanding the foregoing, the Premises shall be subject to the option to purchase contained in paragraph 3.1(l) herein and no part of the Premises shall be removed from the Land without the written consent of the Landlord;
- (n) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Land without the express written consent of the Landlord;
- (o) *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 Land and Premises and shall not cause or permit any lien to be registered against the Land and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such

lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;

- (p) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Land and Premises at all reasonable times, upon twenty-four hours' notice to the Tenant;
- (q) *Re-letting* - The Tenant shall permit the Landlord, at any time within 90 days prior to the expiration of the term hereby granted, to enter upon the Land and Premises at all reasonable hours for the purpose of offering the same for rent and exhibiting the same to prospective tenants, to place and keep upon the Land and Premises signs advertising the Land and Premises (if the option to purchase contained in paragraph 3.1(l) herein has been exercised by the Landlord) for rent;
- (r) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Land and Premises (if the option to purchase contained in paragraph 3.1(l) herein has been exercised by the Landlord) in the condition required herein and deliver to the Landlord all keys to the Land and Premises which the Tenant has in its possession;
- (s) *Compliance with Laws* –
 - (i) The Tenant shall in all respects comply with all statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any federal, provincial or municipal government, or other governmental authority having jurisdiction over the Land, Premises and Business now or hereafter in force (collectively, "Yukon Law");
 - (ii) Without limiting the generality of the foregoing, the Tenant shall comply with Yukon Law regulating the fuel handling system(s) for aviation gas and jet fuel located on the Land (the "System"), fire prevention, traffic control, airport security and sanitation; and
 - (iii) Without limiting the generality of the foregoing, the Tenant shall only sell fuel and lubricants which conform to specifications established by the petroleum industry for such products and only in accordance with Yukon Law.

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 Land for the term of this Lease or any renewal thereof for the purpose of conducting the Tenant's Business without interruption or disturbance from the Landlord or any other person lawfully claiming against, by, from or under the Landlord save that the Landlord, its officers, servants or agents, shall have reasonable access for inspection purposes of the Land and Premises during normal business hours and in the presence of the Tenant or a representative of the Tenant to any and every part of the Land and Premises, and save as provided in paragraph 3.1(p) herein.

5. RIGHTS AND REMEDIES OF THE LANDLORD

5.1 Re-entry. If and whenever the rents hereby reserved or any part thereof are in arrears or unpaid for 10 days after any of the days in which the same ought to have been paid, although no formal or other demand shall have been made therefor, or in case there be default or breach or non-performance

of any of the other covenants or agreements in this Lease contained on the part of the Tenant and such default continues for 15 days after notice thereof to the Tenant, then and in any of such cases, it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Land 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 Land 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 Land and Premises during the remainder of the term after deducting his costs of reletting.

5.2 Right of Termination. Upon the Landlord becoming entitled to re-enter upon the Land, 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 Land and subject to section 3.1(l), the 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 shall make any assignment for the benefit of creditors or shall become bankrupt or insolvent or shall take the benefit of any bankruptcy or insolvency legislation or in case the Land and Premises shall become vacant or unoccupied for a period of 10 days, the then current years rent together with the rent accruing for the balance of the term, 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 it may use such force as it may deem necessary for that purpose and for gaining admittance to the Land 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 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 shall fail 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 Land 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. LANDLORD'S PROTECTION AGAINST CLAIMS

6.1 Indemnity by Tenant. Except for or in respect of events caused by the Landlord's actions, the actions of previous tenants or occupiers of the Land and Premises on or before November 1, 2009, or the actions for those whose at law they are respectively responsible, including willful misconduct or negligence, 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 or any of its servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible;
- (c) any injury, death or damage to persons or property of the Tenant or its servants, agents, employees, customers, invitees, contractors or any other persons on the Land 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 Land and Premises caused by any act or omission of the Tenant or its 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 Land 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 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.

6.3 Relief of Landlord on Sale. If the Landlord sells its interest in the Land and Premises and the purchaser of such interest agrees in writing to assume 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 reasonably 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 Land 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 within 10 days prior to the expiration of any such policy.

7.2 Details of Insurance. Without limiting the generality of paragraph 7.1 herein or affecting the right of the Landlord to require the policy limits to be increased, the Tenant shall maintain in full force and effect the following insurance coverage during the term of this Lease:

- (a) public liability insurance in the minimum amount of \$5,000,000.00 per occurrence;
- (b) contractual liability, including this Lease;
- (c) independent contractors, as applicable;
- (d) employees as additional insureds; and
- (e) cross liability.

7.3 Improvements. Without limiting the generality of paragraph 7.1 herein, the Tenant shall keep in place property insurance on an all risk basis for the full value of the Land and Premises, with the Landlord named as a co-insured as its interest may appear.

7.4 Additional Insurance. Upon written request by the Landlord, the Tenant shall provide additional insurance if such is deemed necessary by the Landlord, acting reasonably.

7.5 No Warranty. The policy limits stated in this section 7 do not define or limit the Tenant's liability to indemnify the Landlord in the event of bodily injury or property damage, and neither does the Landlord make any representation as to the adequacy of the limits or the scope of the coverage in the event of a claim.

7.6 Breach. The Tenant hereby acknowledges that breach of any requirement under this section 7 regarding insurance shall be considered a fundamental breach of this Lease, and the Landlord may exercise any or all remedies available in the event of default by the Tenant.

7.7 Landlord's Rights. Should the Tenant at any time fail to take out, keep in force or pay the premiums of any insurance required by this section 7, or if the Tenant fails from time to time to deliver to the Landlord satisfactory proof of good standing of any such insurance or the payment of premiums thereon as required by this section 7, then in any such event the Landlord shall, without prejudice to

any of its other rights and remedies under this Lease, have the right but not the obligation to immediately suspend and stop the operation of the Business until such time as insurance has been effected as required by this section 7, or in the alternative, to take out and effect such insurance on behalf of the Tenant, and the cost thereof, together with all reasonable expenses incurred by the Landlord shall be paid by the Tenant to the Landlord upon written demand as Additional Rent.

7.8 Prohibited Activities. The Tenant shall conduct only those activities which are permitted to be carried on under its insurance policies that are in force from time to time.

8. ENVIRONMENTAL MATTERS

8.1 Definitions. For the purpose of this Lease, the following terms shall have the following meanings:

- (a) "Contaminants" means any radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, underground or above-ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release into the Environment of which is now or hereafter prohibited, controlled, or regulated under Environmental laws;
- (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 Yukon Law governing or regulating in any way the Environment, health, occupational health and safety, or the 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. 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 Land and Premises.

8.3 Indemnity. With respect to any environmental contamination that occurred prior to November 1, 2009, 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 Contaminants and remediation of the Land 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 Use of Contaminants. Other than the System, and except for those matters necessary for the carrying on of the Tenant's Business, the Tenant shall not use or permit to be used all or any part of the Land and Premises for the sale, storage, manufacture, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without prior written consent of the Landlord which consent shall not be unreasonably withheld. The Tenant shall provide to the Landlord a written summary of the usual amounts of Contaminants stored or maintained on the Land and Premises by the Tenant in the ordinary course of business and shall maintain a manifest of Contaminants handled or stored on the Land and Premises on a temporary basis by the Tenant for others.

8.5 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 Land and Premises under or pursuant to this Lease, including without limitation obtaining all required permits or other authorizations and the reporting all Releases of a Contaminant into or onto the Land and Premises or any adjacent property.

8.6 Evidence of Compliance. The Tenant shall promptly provide to the Landlord a copy of any environmental site assessment, audit, or report relating to the Land 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 Land and Premises, other than as disclosed in writing to the Landlord.

8.7 Records. The Tenant shall maintain at an office within the City of Whitehorse, all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations, and other such records relating to the operations at the Land and Premises, which may be reviewed by the Landlord at any time during the Term on twenty-four hours' prior written notice.

8.8 Access by Landlord. Without relieving the Tenant of any of its obligations under this Lease, the Tenant shall, at such reasonable times as the Landlord requires and upon twenty-four hours' notice, permit the Landlord to enter and inspect the Land and Premises and the operations conducted at the Land and Premises, to conduct tests and environmental assessments, to remove samples from the Land and Premises, and to take such steps as the Landlord deems necessary, acting reasonably and in accordance with applicable law, for the safety and preservation of the Land and Premises.

8.9 Notices. The Tenant shall promptly notify the Landlord in writing of:

- (a) any Release of a Contaminant or any other occurrence or condition at the Land and Premises or any adjacent property which could subject the Tenant, the Landlord, or the Land and Premises to any fines, penalties, orders, or proceedings under Environmental Laws;
- (b) any charge, order, investigation, or notice of violation or non-compliance issued against the Tenant or relating to the Business operations at the Land and Premises under any Environmental Laws; and
- (c) any notice, claim, action, or other proceeding by any third party against the Tenant or in respect of the Land and Premises concerning the Release or alleged Release of Contaminants at or from the Land and Premises.

The Tenant shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Land and Premises in accordance with Environmental Laws; and failure by the Tenant to do so shall authorize, but not obligate, the Landlord to notify the regulatory authorities.

8.10 Removal of Contaminants. On the expiry or earlier termination of this Lease, or as required by any governmental authority pursuant to Environmental Laws, the Tenant shall, promptly at its own cost and in accordance with Environmental Laws, remove from the Land and Premises any and all Contaminants, and remediate any contamination of the Land and Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or Released from the Land and Premises by the Tenant or any person for whom it is in law responsible. For greater certainty, the foregoing obligations of the Tenant shall include, without limitation, the treatment of water (including surface and ground water) and the remediation by removal of any soil containing Contaminants at levels exceeding the standards set as acceptable at the time of remediation by the applicable governmental authority, being with respect to soils, the standard applicable to property used for commercial/industrial purposes and with respect to water, as determined by the governmental authority given the character and use of water in the area of the Land and Premises. Any soil so removed shall be promptly replaced by soil free of Contaminants at concentrations above the standard described in the preceding sentence. The Tenant shall provide to the Landlord full information with respect to any remedial work performed pursuant to this clause and shall comply with the Landlord's reasonable requirements with respect to such work. The Tenant agrees that if the Landlord reasonably determines that the Landlord, its property, its reputation, or the Premise is placed in any jeopardy by the requirement for any such remedial work, the Landlord may but shall be under no obligation to, undertake itself such work or any part thereof at the cost of the Tenant.

8.11 Ownership of Contaminants. Notwithstanding any rule of law to the contrary, any contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from the Land and Premises by the Tenant or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of their affixation to the Land and Premises and notwithstanding the expiry or earlier termination of this Lease. This clause supersedes any other provision of this Lease to the contrary.

8.12 Indemnity. The Tenant shall indemnify and save harmless the Landlord and its council members, 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 Contaminants and remediation of the Land and Premises and any adjacent property) which may be paid by, incurred by, or asserted against the Landlord or its council members, directors, officers, employees, agents, successors, or assigns, during or after the term of this Lease (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this section 8 by the Tenant or arising from or in connection with:

- (a) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against either or both of the Landlord and Tenant pursuant to or under Environmental Laws; or
- (b) any Release or alleged Release of any Contaminants at or from the Land and Premises into the Environment;

related to or as a result of the use and occupation of the Land and Premises by, or any act or omission of, the Tenant or any of its servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible and who entered on the Land and Premises during the term of this Lease or any prior lease during which time the Tenant was in possession of the Land and Premises.

8.13 Survival of Obligations. The obligations of the Tenant or the Landlord under this section 8 shall survive the expiry or earlier termination of this Lease.

8.14 Spill Contaminant Contingency Plan. The Tenant shall provide the Landlord with a written Spill Contaminant Contingency Plan (the "Contingency Plan"). The Contingency Plan shall conform with all Environmental Laws. The Tenant shall make such changes to the Contingency Plan as requested by the Landlord from time to time and the Tenant shall cause all things that are necessary to be done to carry out the Contingency Plan as approved in writing by the Landlord from time to time.

9. GENERAL PROVISIONS

9.1 Destruction or Damage to the Premises. If during the term or any renewal thereof the Premises shall be destroyed or damaged by any cause whatsoever the following rules shall apply:

- (a) the Tenant shall repair or rebuild the Premises;
- (b) if the Premises are unfit in part for occupancy by the Tenant the rent shall not abate;
- (c) if the Premises are wholly unfit for occupancy by the Tenant the rent shall be suspended until the Premises have been rebuilt, repaired or restored;

9.2 Subordination. This Lease is subject and subordinate to all mortgages 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 given by the Landlord against the Land. The Tenant shall execute promptly from time to time any assurances that the Landlord may request to confirm this subordination.

9.3 No Agency or Partnership. Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint venturers between the parties hereto, their only relationship being that of landlord and tenant.

9.4 Overholding. If the Tenant continues to occupy the Land and Premises with the consent of the Landlord after the expiration of this Lease or any renewal thereof without any further written agreement the Tenant shall be a monthly Tenant, subject to the terms of this Lease, read with the necessary changes to term and rent, at a monthly rental equivalent to 1/12 of the annual rental and all other sums payable hereunder pro rated for one month.

9.5 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.

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

If to the Tenant:

Alkan Air Ltd.
105 Lodestar Lane
Whitehorse, YT Y1A 6E6
Attention: Wendy Tayler
Fax No. (867) 667-6118
Email Address: dispatch@alkanair.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 his reasonable costs in enforcing compliance with this Lease and without limitation costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

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

9.8 Binding Agreement. This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be.

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

9.10 Time of Essence. Time shall in all respects be of the essence of this Lease.

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

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

9.13 No Registration at LTO. It is agreed by both parties that this Lease and any subsequent agreement shall not be registered against title to the Land. 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.

9.14 Governing Law. This Lease shall be governed by Yukon Law.

10. FAIR MARKET VALUE ARBITRATION

10.1 Arbitration. If the parties fail to agree upon the fair market value of the Premises referred to in paragraph 3.1(1) herein, then the determination of the fair market value of the Premises 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 fair market value, 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 Yukon. The determination of the majority of the arbitrators or of the single

arbitrator, as the case may be, 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 10.1 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.

11. TERMINATION

11.1 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.

c/s

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

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

c/s

) THE CORPORATE SEAL OF
) **Alkan Air Ltd.**
) was hereunto affixed
) in the presence of:
)
)



Wendy Tayler, President/CEO

CERTIFICATE OF ACKNOWLEDGMENT BY OFFICER OF CORPORATION

I certify that on the date hereof, at the City of Whitehorse, in the Yukon Territory, **Wendy Tayler**, who identified herself to me, appeared before me and acknowledged to me that:

1. She is the President/CEO and an authorized signatory for **Alkan Air Ltd.** (the “Corporation”);
2. She is the person who subscribed her name and affixed the seal of the Corporation to the attached instrument;
3. She 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 Whitehorse, in the Yukon Territory, this ____ day of _____, 2022.

A Notary Public in and for Yukon

My appointment expires _____.




CITY OF WHITEHORSE
BYLAW 2022-11
APPENDIX 'A'



BYLAW 2022-11

A bylaw to authorize a lease agreement between the City of Whitehorse and Alkan Air Ltd. on Lot 400, Group 804, Plan 24926 LTO.

LEGEND

 SUBJECT AREA
Area = 0.168 ha \pm

CITY OF WHITEHORSE
BYLAW 2022-12

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 Whitehorse Zoning Bylaw be amended to allow for a greater range and mix of housing on 1 Drift Drive

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 788, Plan 2004-0087 LTO, located at 1 Drift Drive, from RR–Restricted Residential Detached to RS-Residential Single Detached, as indicated on Attachment 1 and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

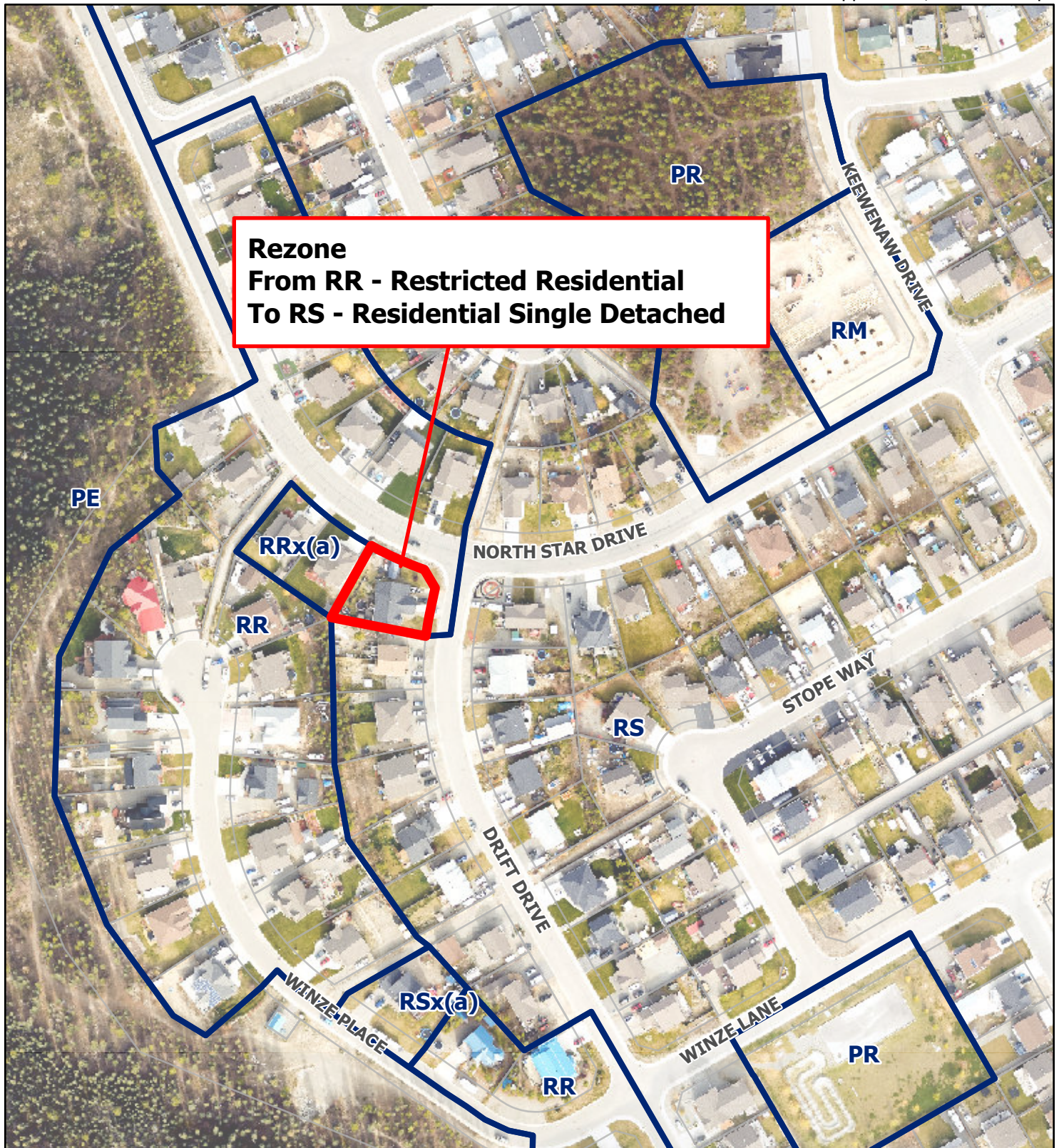
PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:


Mayor

City Clerk



DATE:
March 28, 2022

FILE NO:
Z-03-2022

 1 Drift Drive

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Bylaw 2022-12

A Bylaw to amend the Zoning of 1 Drift Drive from RR to RS to allow for more housing options.

