

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, February 21, 2022 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATIONS Wendy Tayler – Alkan Air Lease

CORPORATE SERVICES COMMITTEE

1. Public Input Report – 2022 to 2024 Operating Budget
2. Council Summaries Report for 2021
3. New Business

CITY PLANNING COMMITTEE

1. Lease Agreement – Alkan Air Float Plane Base
2. Tank Farm Master Plan – Procurement Commencement Report
3. New Business

DEVELOPMENT SERVICES COMMITTEE

1. Framework for Housing and Land Development Advisory Committee
2. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Michelle Friesen

Vice-Chair: Kirk Cameron

February 21, 2022

Meeting #2022-04

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1. Public Input Report – 2022 to 2024 Operating Budget
Presented by Manager Svetlana Erickson
 2. Council Summaries Report for 2021
Presented by Manager Wendy Donnithorne
 3. New Business

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	February 21, 2022
RE:	Public Input Report – 2022 to 2024 Operating Budget

ISSUE

Report on public feedback on the 2022 Operating Budget and the 2023 and 2024 Provisional Budgets bylaw.

HISTORY

Following presentation of the 2022 Operating Budget and the 2023 and 2024 Provisional Budgets on January 31, 2022, the proposed budget was posted on the City's website and an email address made available for public feedback. Advertisements for public input identified the designated email address and the public input session at the regular Council Meeting on February 14, 2022.

ALTERNATIVES

1. Bring the bylaw forward for 2nd and 3rd reading under the bylaw process
2. Refer the bylaw back to Administration

ANALYSIS

There were four presentations from delegates at the public input session and six emails received from residents and organizations with multiple comments and suggestions prior to the deadline. The submissions included support for the proposed enhancements to transit, the mill rate reductions, and the additional investment in snow clearing.

Transportation Network

The majority of comments received focussed on transportation network improvements, with a number specifically calling for improvements to winter road clearing. Additional personnel and equipment to remove snow from roads within neighbourhoods, as well as cycling routes, were requested due to both climate change and the growing usage of the active transportation network. A primary school council expressed concern over snow accumulations in front of their school and requested that communication between YG, the City, and equipment operators be improved and school snow removal be incorporated in the City's planned review of snow removal policies. A few submissions also encouraged improved maintenance of active transportation routes on a year-round basis. One suggested the mandate of Bylaw Services be amended to improve the walkability and accessibility of downtown sidewalks. Another encouraged improving transit within neighbourhoods and enhanced trail connectivity.

In response, the City is working hard to meet community demands to maintain the transportation network. The proposed budget includes new ongoing funding of \$240,000 towards winter road maintenance as well as a further ongoing investment in additional staff

for year-round operations totalling over \$1.5 million over the 3 year budget. This new staff will be needed to operate the additional equipment recently approved by Council in the 2022-2025 Capital budget. Furthermore, due to the unprecedented volumes of snow this year, the City has made provision for up to \$450,000 in one-time funding to address the issue. Going forward, Council has just approved a 2022 review of the City's snow and ice control program to identify gaps and opportunities for improvement when it comes to community needs, vehicular movements, active transportation, and accessibility.

On top of the road and active network improvements, the proposed budget includes over \$675,000 in 2022 alone for new investments to the City's transit system to better meet the needs of the residents.

Other Comments

In addition to the active transportation comments above, a number of comments and suggestions were received that were outside the scope of the 2022-2024 Operating budget. These comments are summarized below and will be routed appropriately for potential future attention.

Capital budget consideration

- Grey Mountain school intersection pedestrian crossing infrastructure
- Incorporate asset retirement obligations into budget process
- Provide funding for aging community rinks
- Re-design of transit stops

Suggestions for future consideration/direction

- Budget documents should contain additional data and analysis specifically around growth inflation and staffing management
- Revise Senior Utility Rebate program
- Revise Senior Property Tax Deferral Program
- Amend property tax structure to incorporate additional classifications/mill rates including a reduced rate for renewable electricity projects
- Amend property tax payment options to allow credit card payments
- Share plans to sell surplus properties and use of proceeds
- Restructure budget period based on election cycle

ADMINISTRATIVE RECOMMENDATION

That Council direct that Bylaw 2022-01, a bylaw to adopt the 2022 Operating Budget and the 2023 and 2024 Provisional Budgets, be brought forward for second and third reading under the bylaw process; and

THAT the associated 2022 tax levy bylaw 2022-02, and fees and charges amendment bylaw 2022-03 be brought forward for second and third readings under the bylaw process.

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	February 21, 2022
RE:	Council Summaries for 2021

ISSUE

Summary reports of Council member attendance, travel, expenses and voting records for the previous year.

REFERENCE

Procedures Bylaw 2021-12 – Section 15

HISTORY

The Procedures Bylaw requires Administration to provide summary reports for the previous calendar year for each member of Council with respect to:

- (1) Their attendance record
- (2) The travel undertaken in the performance of their duties
- (3) The expense claims submitted, and
- (4) Their voting record with respect to issues that came before council for a vote.

Due to the 2021 Municipal Election, this report shows the records for members of Council elected or re-elected and beginning their service as Council members on November 1, 2021.

ANALYSIS

The attached summary reports provide the required information for each member of Council elected in 2021.

ADMINISTRATIVE RECOMMENDATION

THAT the Council Member summary reports on attendance, expense claims, travel and voting records for the members of Council elected in 2021 be accepted as presented.

Council Summaries for 2021

Attendance at Standing Committee and Regular/Special Meetings

Meeting Date and Purpose	Members Absent
November 1 Special Council Meeting	None
November 8 Standing Committee Meeting	None
November 15 Regular Council Meeting	None
November 22 Standing Committee Meeting	None
November 29 Regular Council Meeting	None
December 6 Standing Committee Meeting	None
December 9 Committee of the Whole Meeting	None
December 13 Regular Council Meeting	None

Council Member Expense and Travel Claims

Member	Reason for Claim	Expenses
Councillor Boyd	Daily Stipends for Workshops or Training	\$900.00
	Total for Councillor Boyd	\$900.00
Councillor Cameron	Daily Stipends for Workshops or Training	\$600.00
	Total for Councillor Cameron	\$600.00
Councillor Curteanu	Daily Stipends for Workshops or Training	\$1,050.00
	Total for Councillor Curteanu	\$1,050.00
Councillor Friesen	Daily Stipends for Workshops or Training	\$1,050.00
	Total for Councillor Friesen	\$1,050.00
Councillor Laking	Daily Stipends for Workshops or Training	\$1,050.00
	Child Care Expense Claims	\$197.60
	Total for Councillor Laking	\$1,247.60
Councillor Murray	Daily Stipends for Workshops or Training	\$1,050.00
	Child Care Expense Claims	\$45.60
	Total for Councillor Murray	\$1,095.60
Council Expense Total		\$5,943.20

Due to the pandemic, no travel was undertaken by Council members and no travel expense claims were filed in 2021.

Unless otherwise noted, all issues were passed unanimously **by the members present**.

To make this listing more comprehensible, the majority of the resolutions are grouped under specific categories:

- Bylaws
- Budget Amendments
- Development Incentive Agreements
- Grants Resolutions
- Miscellaneous (for issues not easily categorized)

Under each heading the resolutions are listed in the order in which they occurred.

Under the bylaw category you will see numbers in red (#) indicating the number of votes that occurred on the issue. Normally four votes are recorded for each bylaw. This includes the motion to bring the bylaw forward initially as well as 1st, 2nd and 3rd readings.

For bylaws requiring public hearing or public input, there is an additional vote to bring the bylaw forward for 2nd and 3rd reading following presentation of the public hearing/public input report at a standing committee meeting. **Unless otherwise indicated**, the number in red indicates that it passed unanimously at each stage of the process as explained above.

Bylaws

- 2021-39 – Zoning Amendment – 115 Range Road (Airport to Highway Commercial) (2)
2021-43 – Amend City Manager Bylaw to Appoint an Interim City Manager (2)
2021-42 – Adopt 2022 to 2025 Capital Expenditure Program (2)
2021-42 – Zoning Amendment – Whistle Bend Phase 9 (2)
2021-38 – Zoning Amendment – KDFN Parcel on Robert Service Way (2)

Budget Amendments

Authorize Third Quarter Capital Budget Adjustments

Development Incentive Agreements

Condominium Units at 25 Gleaner Avenue

Grants Resolutions

- Approve Allocation of Fall Recreation Grants
Approve Allocation of 2022 Festival and Special Event Grants
Approve Allocation of Environmental Grants
Approve Christmas Food for Fines Program Grants
Approve Support to the Town of Faro

Miscellaneous Resolutions

Deputy Mayor Appointments – November 1, 2021 to October 31, 2022

Reserve Deputy Mayor Appointments – November 1, 2021 to October 31, 2022

Standing Committee Chair and Vice-Chair Appointments (2021 – 2022)

Adopt 2022 Standing Committee and Regular Council Schedule

Approve Council Member Appointments to Ad Hoc Committees

Approve Council Member Appointments to Special Committees

Approve Citizen Member Appointments to the Board of Variance

Approve Subdivision – Whistle Bend Phases 7 and 8

Direct Administration to bring forward a framework for a Housing Advisory Committee

Approve the 2021 Whitehorse South Trail Plan

Approve Assignment of a Rapid Housing Initiative Grant to Yukon Housing

Reinstate the “Into the Wild” Business License with Conditions

Vote (4 – 3) **Boyd, Curteanu and Friesen Opposed**

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Ted Laking

February 21, 2022

Meeting #2022-04

-
1. Lease Agreement – Alkan Air Float Plane Base
Presented by Manager Pat Ross
 2. Tank Farm Master Plan – Procurement Commencement Report
Presented by Senior Planner Karmen Whitbread
 3. New Business

ADMINISTRATIVE REPORT

TO:	Planning Committee
FROM:	Administration
DATE:	February 21, 2022
RE:	Lease Agreement – Alkan Air Float Plane Base

ISSUE

A bylaw to enter into a new lease agreement with Alkan Air Ltd. for float plane base on Schwatka Lake.

REFERENCE

- *Municipal Act*
- 2010 Official Community Plan (OCP)
- Zoning Bylaw 2012-20
- Lease, Encroachment and Property Use Policy
- Draft Alkan Air Ltd. Lease Agreement
- Proposed Bylaw 2022-11
- Location Sketch

HISTORY

Lot 400, Group 804, Plan 24926 LTO (27 Miles Canyon Road) was transferred from the Federal Government to the City of Whitehorse in 1996. Since that time, Lot 400 has been leased to various companies for the purpose of maintaining a float plane base on-site.

In October 2017, the lease for Lot 400 was transferred from Black Sheep Aviation & Cattle Co. Ltd. to Alkan Air Ltd. The original lease with Black Sheep Aviation expired on December 31, 2019. However, as part of the transfer to Alkan Air Ltd., the City agreed to extend the term of the lease to October 31, 2021.

The lease of Lot 400 to Alkan Air Ltd. has now expired and is in an over-hold status. In July 2021, Administration released a Request for Expression of Interest (the “RFEOI”) to identify interested parties for operation of a float plane base at Schwatka Lake through a lease agreement with the City, and to inform any future procurement process should sufficient interest be identified. The RFEOI closed on August 5, 2021 with only Alkan Air Ltd. expressing interest in this leasing opportunity.

Administration has negotiated the terms of a new lease with Alkan Air Ltd., which includes a reduced lease area and an elimination of itinerant plane docking and fuel sale obligations. Administration is now bringing the proposed lease forward for Council approval.

ALTERNATIVES

1. Bring forward a bylaw to enter into a lease agreement with Alkan Air Ltd.
2. Do not bring the bylaw forward and refer back to Administration for further review.

ANALYSIS

The proposed lease area is situated on the southern portion of Lot 400, adjacent to the public launch. The lease area is approximately 0.168 hectares in size and only includes the portion of land above the regular high water mark. An existing maintenance building, belonging to Alkan Air Ltd., as well as several float plane docks, are located on the site.

The lease area has been reduced at the request of Alkan Air, based on their operational needs. The remaining northern portion of Lot 400 is approximately 0.227 hectares in size and could be suitable for an additional commercial lease.

The subject area is designated Greenspace in the 2010 Official Community Plan. However, Section 15.3 supports the continued use of this area as the primary base for float plane activity in Whitehorse. Section 15.3.4 states that future bylaws, policies, and improvements shall be guided by the recommendations featured in the Schwatka Lake Area Plan.

The Schwatka Lake Area Plan states that Lot 400 should continue to be leased by the City to support float plane operations. It also states that the public service requirements for itinerant plane docking and fuel sales should remain available. The City has recently secured additional itinerant plane docking and fuel sales through a development agreement with Alpine Aviation at another location on Schwatka Lake. Additionally, Alkan Air has stated that there has been minimal demand for both public float plane docking space and fuel sales, so they have not maintained a consistent on-site presence at Lot 400.

Administration is recommending that the obligations to provide parking and fuel sales be removed from the Alkan Air Ltd. lease. The company could choose to continue providing these services as part of its business model going forward.

Lot 400 is currently zoned PW—Public Waterfront in Zoning Bylaw 2012-20. The PW zone is intended to provide for public, institutional, and minor commercial uses in riverfront areas. Docks are permitted as a principal use, while aircraft sales/service is permitted as a conditional use. The ongoing use of this area by Alkan Air Ltd. is permitted as per the regulations of this zone.

Lease Considerations

The draft lease agreement contains the following provisions:

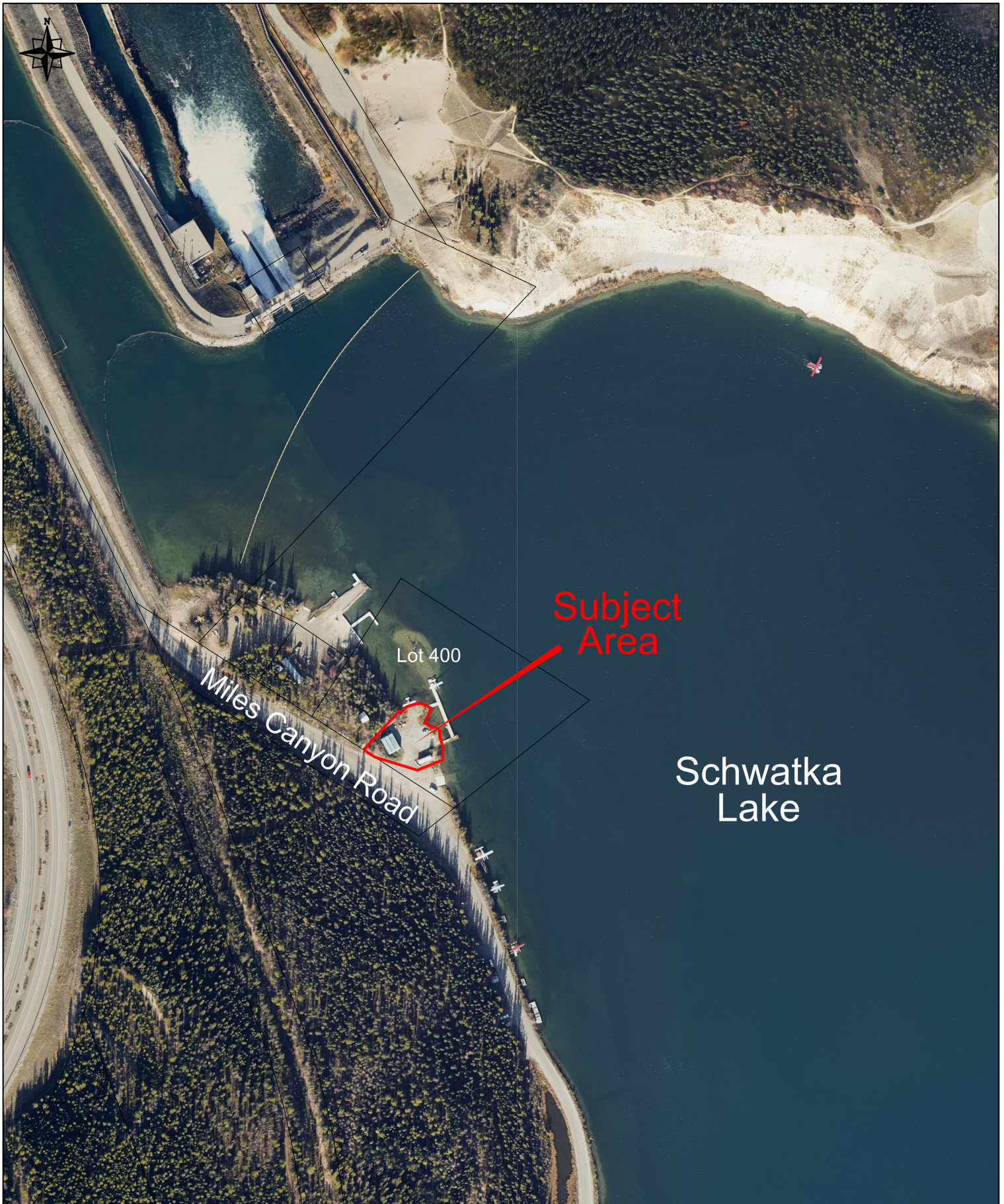
- 1) Term: Five years with an option to renew for a further 5-year term without Council approval, subject to a review of the lease rate;
- 2) Rent: \$9,050 per year (10% of market value of land, as per the Lease, Encroachment and Property Use Policy), plus all applicable property taxes, insurance premiums and utility charges;
- 3) The lease is non-assignable without prior written consent of the City;
- 4) Alkan Air Ltd. will be required to maintain public liability insurance in the minimum amount of \$5,000,000 per occurrence, including coverage for contractual liability, independent contractors, employees and cross liability; and
- 5) Alkan Air Ltd. will be required to provide a Spill Contingency Plan which conforms to all environmental laws.

Denial of Lease Agreement

If Council chooses to deny the lease agreement, Administration would terminate the existing lease agreement. Administration would review the relevant regulations and policies relating to this site and put out a public tender for a commercial lease of this site.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2022-11, a bylaw to enter into a lease agreement with Alkan Air Ltd. for the purpose of maintaining a float plane operation, be brought forward for consideration under the bylaw process.



SCALE: NTS	DWN. BY: KK
DATE: February 21, 2022	R.No: 0
FILE No:	

CITY OF WHITEHORSE - LAND & BUILDING SERVICES

LOCATION SKETCH - ALKAN AIR LTD. LEASE

Alkan Air Ltd. Proposed Lease (Lot 400, Group 804, Plan 24926 LTO)



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 \pm

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

ADMINISTRATIVE REPORT

TO:	Planning Committee
FROM:	Administration
DATE:	February 21, 2022
RE:	Tank Farm Master Plan – Procurement Commencement Report

ISSUE

Council approval to commence the procurement of planning services for the Tank Farm Master Plan project.

REFERENCES

- Procurement Policy 2020-03
- 2010 Official Community Plan (OCP)
- 2021-2024 Capital Expenditure Program Project 720c00220 Tank Farm Master Plan
- Bylaw 2020-10, Tank Farm OCP Amendment
- Appendix A – Tank Farm Master Plan Study Area

HISTORY

The Tank Farm Master Plan was listed on the January 10, 2022 Forthcoming Procurements Report. In accordance with the Procurement Policy, Council is required to authorize 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 project is less than \$500,000 but may have significant community interest.

The Tank Farm Master Plan involves high-level residential neighbourhood planning for approximately 116 hectares of vacant, underutilized, and brownfield lands between the Valleyview, McIntyre, and Hillcrest neighbourhoods and the Alaska Highway (Appendix A). The study area is comprised of a variety of landowners, including private entities, Kwanlin Dün First Nation (KDFN), Ta'an Kwäch'än Council (TKC), a utility provider, a not-for-profit organization, the Government of Yukon, the Dominion of Canada, and the City of Whitehorse. In 2012, the previous owner of two of the largest parcels in the area completed concept plans for the site. These concept plans will form the starting point for this project and will be updated and expanded to include the entire study area.

The Tank Farm area received its name from the previous use of a large portion of the site as a petrochemical storage facility. Remediation of the site began in the 1990s to clean up the contaminated site. A part of the site has received a Certificate of Compliance from the Ministry of Environment for satisfactorily restoring the area to the applicable contaminated site regulation. A portion of the site is on well-drained gravel, which has allowed the contamination to seep beyond the remediation depth. As a result, the site continues to operate several groundwater monitoring wells to track the long-term contamination of the site. The full implications of this will be reviewed through the master plan process.

Due to the contamination on a large portion of the site, the 2010 OCP created a Direct Control District (DCD) on the former petrochemical storage facility. This allows Council to directly control the use and development of land and buildings within the area.

In 2020, Bylaw 2020-10 amended the Direct Control District (DCD) on Lot 429—the eastern portion of the former petrochemical storage facility. The amended DCD restricts the following uses on Lot 429 unless they gain authorization through a future Zoning Bylaw amendment and/or a Development Agreement:

1. Removal of granular material from the site;
2. Processing of granular material on the site; and
3. Material management and/or relocation of granular material within the site.

Bylaw 2020-10 also re-designated a portion of the area from Urban–Residential to Mixed-Use Commercial / Industrial. This portion is no longer designated for neighbourhood uses and would be accessed from Burns Road rather than the residential area. It is not included in the study area.

Funding for this project is included in the 2021-2024 Capital Budget and is subject to rebudgeting approval for 2022.

ALTERNATIVES

1. Authorize Administration to commence the procurement for the Tank Farm Master Plan project.
2. Refer the matter back to Administration.

ANALYSIS

A master plan is required to ensure that the Tank Farm area is developed logically and in a coordinated manner. The Tank Farm Master Plan will provide high-level direction for future detailed engineering and land use planning work, such as zoning, subdivision, and development permits.

A consultant will lead the project, including completing background studies, concept plans, and a master plan. The master plan will provide a land use plan, parks and trails plan, major transportation and servicing plans, a sun/shadow and view corridor plan, contamination considerations, residential unit and commercial area estimates, and a feasibility/cost analysis.

The process will involve the ongoing involvement of the landowners, key input from a Technical Advisory Committee (TAC), and engagement with the general public at significant points during the project. The TAC will consist of various internal department representatives and external agencies, such as the Yukon Housing Corporation, the Yukon Education Department, KDFN, TKC, the Whitehorse Chamber of Commerce, and utility providers.

Upon project completion, responsibility will pass to the individual landowners to complete detailed engineering, zoning amendment, subdivision applications, lot sales, and construction. These aspects are beyond the scope of this municipality-led master plan process.

Concurrent to the master plan process, Administration will continue to advance discussions around off-site infrastructure improvements, including the funding of those improvements.

Purchasing

A Request for Proposals (RFP) will be publicly issued. The contract will be evaluated and awarded based on a mix of technical and organizational competence, price, and local context. The lowest-priced proposal is not guaranteed to be awarded the contract.

Procurement Policy Principles

Compliance: The RFP will follow City policy and procedures for procurements.

Supplier Access, Transparency, and Fairness: The RFP will be publicly available on the City's e-procurement platform www.whitehorse.bonfirehub.ca.

Best Value: The RFP will be publicly advertised, and the lowest compliant bidder will be evaluated higher than more expensive bids in this evaluation category.

Efficient and Effective Procurement: The procurement of services for planning studies and plans has been completed numerous times by the City.

Local Procurement: Local consulting expertise exists for this type of work.

Sustainable Procurement: The RFP document will be available electronically, and only electronic submissions will be accepted. The planning process will be conducted in a sustainable way, including promoting:

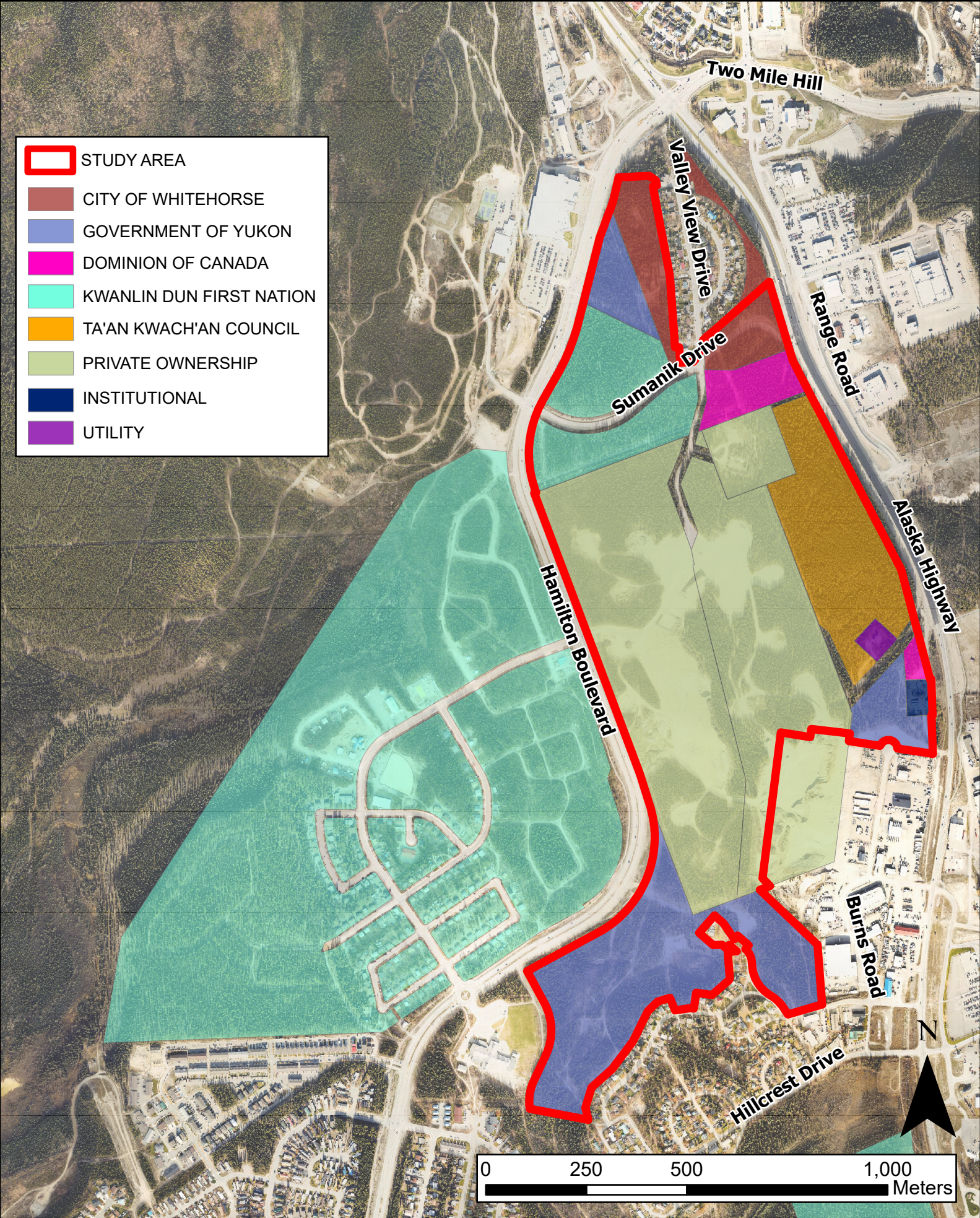
- Economic sustainability by providing local jobs during and after the project,
- Environmental sustainability by reducing urban expansion into wilderness areas and locating people closer to the downtown, and
- Social sustainability by working closely with various stakeholders and creating social places, including identifying locations for future parks, trails, and commercial gathering areas.

<u>Tentative Project Schedule</u>	
<u>Item</u>	<u>Proposed Date</u>
Issue request for proposal (RFP)	March, 2022
Master Plan Completion	June, 2023

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize Administration to commence the procurement of planning services for the Tank Farm Master Plan project.

Appendix A: Tank Farm Master Plan Study Area



CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jocelyn Curteanu

Vice-Chair: Mellisa Murray

February 21, 2022

Meeting #2022-04

-
1. Framework for Housing and Land Development Advisory Committee
Presented by Manager Wendy Donnithorne
 2. New Business

ADMINISTRATIVE REPORT

TO:	Development Services Committee
FROM:	Administration
DATE:	February 21, 2022
RE:	Framework for Housing and Land Development Advisory Committee

ISSUE

Establishing a Council Advisory Committee on housing and land development.

REFERENCE

- Advisory Committee Bylaw 2017-28
- Council Resolution 2021-24-07
- Draft Housing and Land Development Advisory Committee Terms of Reference

HISTORY

Whitehorse residents are currently experiencing a housing shortage, as the supply of homes coming onto the market has not kept pace with demand. The average house prices in Whitehorse measured in the third quarter of 2021 are: single detached house - \$656,800; Mobile Home - \$405,100; Condominium - \$456,300; and Duplex - \$511,500. The average price of a single detached house increased \$87,800 (or 15.4%) from the third quarter of 2020.

Renters in Whitehorse have faced similar issues, with overall vacancy rates declining from 3.8% in April of 2020, to 1.7% in April of 2021. Rental prices have also increased over this time period, with the median rental price in April of 2020 being \$1,100 and in April of 2021 increasing to \$1,173.

As a result of housing shortages, and particularly affordable housing options in Whitehorse, Council is considering forming a Housing and Land Development Advisory Committee to address issues of housing shortage and affordability by considering land supply, land development, and permitting processes. Such a Committee could provide expert advice to Council from the community. Council has requested Administration bring forward information on a potential Committee framework including terms of reference, mandate, composition, and potential cost.

ALTERNATIVES

1. Confirm Council's intent to proceed with an Advisory Committee on land and housing development, and refer the proposed framework back to Administration for further development;
2. Do not proceed with establishing an Advisory Committee at this time.

ANALYSIS

Council's existing Advisory Committee Bylaw lays out the principles and operating procedures for any potential Committee. The Bylaw would require an amendment to

confirm the terms of reference for a new Committee and additional amendments to the Bylaw may be brought forward at the same time to clarify procedures as required.

Per the Bylaw, the Committee would be composed of a balanced representation of the community made up of no more than eight individuals who reside in Whitehorse. The terms of reference would then further qualify membership to those who have been involved in the land and housing development field. Residents of Whitehorse who are interested in serving on the Committee are required to apply for membership. In addition to general advertising seeking applications, targeted outreach can be made to key development related organizations.

A draft Framework for a Terms of Reference is appended for Council consideration. In developing these, Administration has tried to avoid duplicating authorities and work completed by others such as the Yukon Housing Corporation with the 2015-2025 Housing Action Plan and others such as by Safe at Home. Information generated by other groups can be reviewed and used by the Committee, recognizing that the Committee mandate is to make recommendations specifically to the City.

This potential new Committee is not intended to review specific permits and applications but rather provide advice and recommendations at the strategic policy level. The City currently utilizes the Development Review Committee to review development permits, building permits, and land related applications (e.g. subdivision creation, City land sales/purchases, YG land applications within City boundaries, etc.) and the related public input processes. Additionally, the City also has a Board of Variance which considers variances to the Zoning Bylaw. The work performed by these Committees should not overlap with the work of the Housing/Land Development Advisory Committee.

It is proposed that the work of the Committee would be focussed on the elements of the housing development policies and process where the City holds authority such as planning of new development areas, issuance of building permits, development incentives, and key zoning regulations. In addition, there may be areas where the Committee could consider where the City collaborates with Yukon government (YG), First Nations governments and the private sector in making land available for housing development.

Next steps

Subject to confirmation of Council's intent to move forward with this Committee, a number of steps will follow:

- Administration will draft an expected budget including initial anticipated operating costs such advertising, an allowance for potential studies or research, staff support, costs to gauge public input, and general Committee support.
- The draft TOR will be used to advertise and invite applicants and selection will begin, including invitations to industry associations and organizations.
- The TOR will be finalized and it along with proposed budget, members for appointment, and amendments to the Advisory Committee Bylaw will be brought forward to Council for approval.

- Administration will begin setting up required Committee supports and prepare to work with the Committee to develop an agenda and work plan for 2022.

ADMINISTRATIVE RECOMMENDATION

THAT Council confirms its intent to proceed with an Advisory Committee on housing and housing development and refer the proposed framework and TOR back to Administration for further development.

DRAFT Terms of Reference

Name: Housing and Land Development Advisory Committee
Reports to: Council
Status: Council Advisory Committee

Authorizing Bylaw

- Advisory Committee Bylaw 2017-28
- Council Resolution 2021-24-07

Mandate

Taking direction from and reporting to Council, it is the responsibility of the Advisory Committee to identify and make recommendations on the following:

- Identify housing and land development impediments and opportunities for the City;
- Report to Council on strategic policy issues for achieving progress on housing and land development;
- Advising on ways to provide additional information regarding housing development to the general public;
- Specific policies, procedures, and bylaws as they affect land development planning, applications and process;
- On select topics, hear and respond to delegations of representatives of the development sector, community organizations and provide for a communications channel to engage with industry and land development associations for feedback on specific initiatives and proposals;
- Provide additional perspectives on promoting development policies linking land use, transportation and sustainability; and
- Offer advice on any other housing development issues that Council refers to the Committee for consideration.

Scope

In meeting its purpose, the Committee shall meet to discuss issues related to the development of housing within the City of Whitehorse. The scope of work and mandate of the Committee will be defined by Council, and the Committee will limit its consideration to items falling within that mandate. Administration will work with the Committee to develop an agenda, work plan and budget for the first year.

Within the first year of its mandate, Council will expect the Committee to identify impediments and opportunities in housing development, identify market and non-market rental housing gaps, review select policies, bylaws and proposed initiatives, and provide initial recommendations for action items.

Timeline

Council has determined that the Committee will be established for an initial two year period. At or near the conclusion of this timeframe Council shall determine whether it is necessary or advisable to extend the Committee's timeline.

Membership

The Committee will be comprised of 8 voting members and non-voting members along with designated staff from Administration for advisory and secretariat support. A Chair will be chosen from among the 8 members of the Committee.

Of the 8 voting members:

- 4 or more should be selected to bring a housing and land development and/or construction business and expertise perspective to the Committee;
- 2 or more should bring a First Nations government perspective; and
- 2 should bring a broader community perspective related to housing and land development.

From time to time, the Committee may invite additional subject matter experts to provide information and advice on select topics and to ensure a balance of views.

Voting Members

General membership criteria for Council Advisory Committees is set out in the Bylaw. Applicants for Committee membership will be assessed on their demonstrated experience in and understanding of the housing and land development sector as the focus of the mandate of this Committee. Committee applicants will be required to identify how their experience will add perspective and be consistent with the mandate, purpose and scope of the Committee.

Appointment of Committee Members

Committee members will be appointed by Council Resolution at the conclusion of the selection process. Members will be expected to serve a term of two years and may be reappointed if the term of the Committee is extended by Council.

Public advertising will be conducted by the City asking for expressions of interest from land and housing development industry groups, community organizations and interested individuals from the broader community. Targeted invitations will be forwarded to key organizations in the land and housing development industry.

As required under the Bylaw, the selection process should have the goals of achieving a balance of perspectives, within the context of the mandate focus of the Committee, including gender, culture and language and representation from youth and older adults.

Roles and Responsibilities

Chairperson

The Chairperson of the Committee will be selected from the voting members of the Committee, and will retain voting privileges upon assuming the role of Chair. Committee members will be responsible for selecting the Chairperson. The role and responsibilities of the Chairperson will be to:

- Conduct and moderate Committee meetings and facilitate discussion;
- Set an agenda for each meeting; and
- Communicate and report to Council on behalf of the Committee.

When the Chairperson is unable to attend a Committee meeting, they will designate an Acting Chairperson from the voting members of the Committee.

Voting Members

The Committee members' responsibilities will be as follows:

- To attend all of the regular meetings of the Committee;
- To present any concerns or issues to the Committee for discussion purposes, and to contribute to and make recommendations to Council and/or Administration; and
- To gather public input on concerns and issues related to the issues they are considering on housing and land development, and report on these findings to Council.

Meetings

Regular meetings of the Committee shall be determined by the Chairperson in consultation with the Committee, with a minimum of 6 meetings per year. The Chairperson is authorized to call special meetings of the Committee at their discretion.

Budget

The Committee, in collaboration with Administration, will be tasked with developing a budget for expenses for each year of its activities that will be presented to Council for approval as required through the City's regular budgeting processes. The City will provide the Committee with support and secretariat services for all aspects of Committee work. The Committee has no authority to expend or commit the financial resources of the City of Whitehorse.

Committee Procedures

Once the Committee has been appointed by Council they will be expected to follow the policies, procedures and rules for administering the operation of the Committee as set out in the Advisory Committee Bylaw and the Council Procedures Bylaw (including meeting procedures, code of conduct, and public information requirements).

Administration and Technical Support

A staff member from the City of Whitehorse (Director of Development Services or designate) shall serve as the “Administrative Representative” for the Committee, appointed to act as a liaison between the Committee and Council and as a non-voting member as an advisor and support, including the preparation of reports and recommendations to be presented to Council. An additional “Designated Officer” will provide for all secretariat and administrative support for meeting arrangements and materials.

Conflict of Interest

Any member of the board who believes that they may have a conflict of interest must disclose it during the appointment process or address it with the Committee Chair at the first available opportunity. Applicants will not be considered to be in a conflict of interest solely by virtue of being a land or housing development business owner.

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Ted Laking

Vice-Chair: Dan Boyd

February 21, 2022

Meeting #2022-04

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Mellisa Murray

Vice-Chair: Michelle Friesen

February 21, 2022

Meeting #2022-04

1. New Business

CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE
Council Chambers, City Hall



Chair: Kirk Cameron

Vice-Chair: Jocelyn Curteanu

February 21, 2022

Meeting #2022-04

1. New Business