

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, March 2, 2020 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

## **PROCLAMATIONS**

**DELEGATES** Matthew Trickett – Climate Change

## **CITY OPERATIONS COMMITTEE**

1. Contract Award – Supply of Compost/Waste Packers
2. Contract Award – Gatekeeping Operations
3. Contract Award – Transfer Station Operations
4. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. Canadian Tire Jumpstart Playground
2. New Business

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. New Business

## **DEVELOPMENT SERVICES COMMITTEE**

1. Climate Change Emergency Report – For Information Only
2. New Business

## **CORPORATE SERVICES COMMITTEE**

1. Budget Amendment – Puckett's Gulch Stairs Rehabilitation Project
2. New Business

## **CITY PLANNING COMMITTEE**

1. Housing Development Incentive – 11 Tarahne Way
2. Acquisition of the Skateboard Park
3. New Business

**CITY OF WHITEHORSE**  
**CITY OPERATIONS COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Samson Hartland

**Vice-Chair:** Laura Cabott

March 2, 2020

Meeting #2020-05

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1. Contract Award – Supply of Compost/Waste Packers  
Presented by Manager Richard Graham
  2. Contract Award – Gatekeeping Operations  
Presented by Manager Geoff Quinsey
  3. Contract Award – Transfer Station Operations  
Presented by Manager Geoff Quinsey
  4. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Operations Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Contract Award – Supply of Compost/Waste Packers

### **ISSUE**

Authorize the award of the contract for the supply of two compost/waste packers

### **REFERENCE**

- RFP 2018 – OPS0002 (Supply of Packers)
- 2020 - 2023 Capital Expenditure Program

### **HISTORY**

The 2020 capital budget includes external funding for the replacement of two compost/waste packers for the Water and Waste Services department. Gas Tax funding has been approved and transfer payment agreements are in place for the 2020 project with a total budget for the two units is \$648,000.

A request for proposals was posted in 2017 and the City received eight proposals from three companies which were evaluated in accordance with the following criteria:

- |                             |                                      |
|-----------------------------|--------------------------------------|
| 1. Company and Background   | 2. Warranty Service and Support      |
| 3. Technical Specifications | 4. Quality Control/Quality Assurance |
| 4. Pricing                  |                                      |

An initial evaluation of proposals received in 2017 concluded that four proposals met the technical specification threshold and could be evaluated for pricing. A contract to Superior Truck Equipment Inc. was approved by Council in early 2018 for two packer units.

The 2017 RFP and the City's contract with Superior Truck include an option and pricing for two units in 2020.

### **ALTERNATIVES**

1. Authorize the award the contract for the supply of two packers as recommended.
2. Cancel the project

### **ANALYSIS**

The packers previously delivered by Superior Truck have proven to be successful from many aspects of operations and maintenance, with little difficulty.

Superior Truck has the expertise, training, equipment and resources to complete the delivery of the 2020 units under the terms and conditions as specified under the City's option for delivery of units in 2020. The pricing provided for the 2020 units results in an increase of approximately 1.79% over 2017 pricing is significantly less than Yukon CPI.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize administration to award the 2020 contract for the supply of two compost/waste packers to Superior Truck Equipment Inc. in the amount of \$640,828.00, plus GST.

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	City Operations Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Contract Award – Gatekeeping Operations

### **ISSUE**

Contract award for 2020-2025 Waste Management Facility Gatekeeping Operations

### **REFERENCE**

Request for Tender RFT # 2020-007: 2020-2025 Waste Management Facility Gatekeeping Operations  
Council Policy: Purchasing and Sales  
Waste Management Cost Recovery Policy  
2020 – 2022 Operating Budget

### **HISTORY**

The City's Son of War Eagle Waste Management Facility (WMF) provides solid waste management services for the City and surrounding area, including the provision of a transfer station which allows proper environmental, fiscal, and safety control of the waste received, and includes a public drop off for those citizens living outside of the residential collection service area. The gatehouse is the central hub for all communications, activities and operations within the WMF.

The current contract has been in place since 2015. The value of the contract is \$139,250.90 per year, and the 2020 Operating Budget and fees have been set on this basis.

A request for tender (RFT) was prepared to seek a contractor to supply staff to fulfill the duties required for the operation of the gatehouse at the WMF. As with the previous contract, the duties include assessing waste types, applying the appropriate established disposal fees, creating and completing financial transactions for every load, keeping accurate financial records, creating daily reports, preparing and delivering daily bank deposits. The gatekeeping staff are also responsible for routine maintenance of the weigh scale, directing users of the facility to the proper waste disposal area and are the designated first aid attendants at the WMF.

The RFT is for the supply of labour and equipment necessary to complete the WMF Gatekeeping Operations contract.

The RFT for 2020-2025 WMF Gatekeeping Operations was advertised on the City's website and in local newspapers. The RFT documents were made available via the City's e-procurement platform [www.whitehorse.bonfirehub.ca](http://www.whitehorse.bonfirehub.ca).

The tender closed on February 17, 2020 and 3 compliant submissions were received:

- GMS (Gray Management Services).
- Lanix Property Management Ltd.
- Urban Auto Recycling Ltd.

The low bidder was GMS, with a bid of \$718,326.54 not including GST.

### **ALTERNATIVES**

1. Authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis

### **ANALYSIS**

The review of the bids by an internal review committee, which comprised personnel from Financial Services and Water & Waste Services, included checking for completeness, mathematical errors, and proper tender security.

The review committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully, and the prices submitted are reasonable.

The low bid is comprised of the following amounts:

<b>Year</b>	<b>Schedule</b>	<b>Subtotal (pre-GST)</b>
2020	April 1, 2020 to March 31, 2021	\$129,999.00
2021	April 1, 2021 to March 31, 2022	\$136,498.95
2022	April 1, 2022 to March 31, 2023	\$143,323.90
2023	April 1, 2023 to March 31, 2024	\$150,490.09
2024	April 1, 2024 to March 31, 2025	\$158,014.60
	<b>Total</b>	<b>\$718,326.54</b>

All solid waste management in the City is subject to the Waste Management Cost Recovery Policy, which stipulates that the fees for service and disposal must equal the cost of the work – that general tax revenue will not be used for solid waste. The procedures of the Waste Management Cost Recovery Policy call for revenues to be synchronized to the operational expenditures on a yearly basis.

Although there is a cost saving over the previous contract in 2020, starting in 2021, the costs of the contract are higher than budgeted. Administration intends to undertake a review of operations in 2020 and will bring forward an amended tipping fee structure as part of the 2021 budgeting process.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize Administration to award the contract for the 2020-2025 Waste Management Facility Gatekeeping Operations to Gray Management Services for a net cost to the City of \$ 718,326.54 plus GST.

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	City Operations Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Contract Award – Transfer Station Operations

### **ISSUE**

Contract award for Transfer Station Operations

### **REFERENCE**

Request for Tender RFT 2020-005 - Transfer Station Operations  
Council Policy: Purchasing and Sales  
Waste Management Cost Recovery Policy  
2020 – 2022 Operating Budget

### **HISTORY**

The City's Son of War Eagle Waste Management Facility (WMF) provides solid waste management services for the City and surrounding area, including the provision of a transfer station which allows proper environmental, fiscal, and safety control of the waste received, and includes a public drop off for those citizens living outside of the residential collection service area. The operation of the transfer station plays a vital role in efficient and safe waste management practices and waste diversion as it provides an opportunity for the users of the facility to properly sort their waste into various waste streams for proper disposal.

The current contract has been in place since 2015. The value of the contract is \$112,251.44 per year, and the 2020 Operating Budget and fees have been set on this basis.

A request for tender (RFT) was prepared to seek services for the supply of 12 waste bins, on a rental basis, and for the equipment and labor required for efficient and safe transport of these bins to various waste disposal locations within the WMF. In that respect, the scope of the tender is the same as for the previous contract, but the City's monitoring and compliance requirements have been revised upward, to elevate the professionalism of the WMF's public face. The tendered contract will include a five-year duration from April 1, 2020 to March 31, 2025.

The RFT was advertised on the City's website and in local newspapers. The RFT documents were made available via the City's e-procurement platform [www.whitehorse.bonfirehub.ca](http://www.whitehorse.bonfirehub.ca).

The tender closed on February 17, 2020 and one compliant submission was received:

- Tle' Nax T'awei Industrial LP O/A General Waste Management

The lone bidder was Tle' Nax T'awei Industrial LP O/A General Waste Management with a bid of \$933,253.17 not including GST.

## **ALTERNATIVES**

1. Authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis

## **ANALYSIS**

The review of the bids by an internal review committee, which comprised personnel from Financial Services and Water & Waste Services, included checking for completeness, mathematical errors, and proper tender security.

The review committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully, and the prices submitted are reasonable.

The bid is comprised of the following amounts:

<b>Year</b>	<b>Schedule</b>	<b>Subtotal (pre-GST)</b>
2020	April 1, 2020 to March 31, 2021	\$175,782.50
2021	April 1, 2021 to March 31, 2022	\$181,055.98
2022	April 1, 2022 to March 31, 2023	\$186,487.65
2023	April 1, 2023 to March 31, 2024	\$192,082.28
2024	April 1, 2024 to March 31, 2025	\$197,844.75
	Total	<b>\$933,253.17</b>

All solid waste management in the City is subject to the Waste Management Cost Recovery Policy, which stipulates that the fees for service and disposal must equal the cost of the work – that general tax revenue will not be used for solid waste. The procedures of the Waste Management Cost Recovery Policy call for revenues to be synchronized to the operational expenditures on a yearly basis.

The costs of the contract are higher than budgeted. Administration intends to undertake a review of operations in 2020 and will bring forward an amended tipping fee structure as part of the 2021 budgeting process.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize Administration to award the contract for the Transfer Station Operations to General Waste Management not to exceed a net cost to the City of \$933,253.17 plus GST.



**CITY OF WHITEHORSE**  
**COMMUNITY SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Jocelyn Curteanu

**Vice-Chair:** Dan Boyd

March 2, 2020

Meeting #2020-05

- 
1. Canadian Tire Jumpstart Playground  
Presented by Manager Landon Kulych
  2. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Community Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Canadian Tire Jumpstart Playground

### **ISSUE**

Canadian Tire Jumpstart Charity proposal for an inclusive playground project in the City of Whitehorse.

### **REFERENCE**

Canadian Tire Jumpstart Gift Agreement

### **HISTORY**

The Jumpstart inclusive playground program is a Canadian Tire Jumpstart Charity initiative with a vision to create a universally accessible playground in every province and territory. Since 2018, Jumpstart has completed playgrounds in Charlottetown, PEI, Winnipeg, MB, Calgary, AB, Toronto, ON, Prince Albert, SK, Surrey, BC and Saint John, NB.

These state of the art playgrounds set a new standard for inclusive play featuring sensory-rich environments and universally accessible design features that promote physical, social and emotional development.

The proposed playground for the City is approximately 9,500 ft<sup>2</sup> with a design, supply and installation value of approximately \$1,000,000. Jumpstart's responsibility will include the design, supply and installation of the playground equipment and surfacing, before gifting it to the City.

Jumpstart Associate Vice President of Operations Marco Di Buono visited Whitehorse on February 21<sup>st</sup> 2019 and met with Administration to present the idea, visit local playgrounds, and explore potential sites suitable for a Jumpstart inclusive playground in Whitehorse.

Essential location requirements include accessible parking, asphalt surfacing, washroom facilities, and a water fountain. Shipyards Park is the only location in Whitehorse that meets all requirements.

### **ALTERNATIVES**

1. Authorize the Mayor to sign the recommended gift agreement authorizing construction of the Canadian Tire Jumpstart Playground in Shipyards Park
2. Do not authorize signing of the recommended gift agreement.

### **ANALYSIS**

Administration has reviewed the final version of the gift agreement dated March 9th, 2020. This document outlines the City's roles and responsibilities for this project, including site

preparation, regular playground inspections, O&M for the 15-year lifespan of the playground, and that the playground be named Jumpstart Playground.

Shipyards Park is the City's marquee location for special events. With amenities such as the Frank Slim Building, a gazebo and fire pit, an outdoor amphitheatre, a toboggan hill, and a skating loop, the park attracts a variety of events year-round.

In 2019, there were 100 private and public bookings at Shipyards Park. Those 100 days equates to 27% of the year and indicates that the potential addition of a playground would not hinder Shipyard Park's ability to host festivals and special events, but instead has the potential to enhance interest and attendance. A playground at Shipyards Park will also encourage greater park usage during down times.

### **ADMINISTRATIVE RECOMMENDATION**

That Council authorize the Mayor to sign the agreement dated March 9th, 2020 with Canadian Tire Jumpstart Charities on behalf of the City of Whitehorse, accepting the gift of a sponsored universally accessible playground and authorizing the project to proceed.

**CANADIAN TIRE JUMPSTART CHARITIES  
GIFT AGREEMENT**

THIS AGREEMENT made this 9<sup>th</sup> day of March, 2020.

**BETWEEN:**

**CANADIAN TIRE JUMPSTART CHARITIES**  
(“**Jumpstart**”)

**AND:**

**CITY OF WHITEHORSE**  
(the “**Recipient**”)

**WHEREAS:**

- A.** Jumpstart is a national charity dedicated to helping kids overcome financial and accessibility barriers to sport and recreation in order to provide inclusive play for kids of all abilities;
- B.** The Jumpstart playgrounds are a part of Jumpstart’s overall Inclusive Play Project, formerly known as the Play Finds A Way movement: a five-year, \$50 million fundraising commitment from Canadian Tire Corporation that focuses funding efforts towards accessible playgrounds, as well as accessible infrastructure and programming.
- C.** The Recipient is a municipality in Whitehorse, Yukon and wishes to build an accessible playground (the “**Playground**”) at Shipyards Park (the “**Location**”) 100 Ogilvie St. Whitehorse, Yukon, Y1A 0G6; and
- D.** Jumpstart wishes to provide gifts-in-kind to the Recipient to assist with the construction of the Playground at the Location (the “**Project**”).

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. PROJECT AND PLAYGROUND**

- 1.1 The Recipient will perform its obligations in accordance with the terms of this Agreement and will conduct the activities in connection with the Playground as described in Sections 3, 4, and 5 and Schedules A, C and D of this Agreement (the “**Recipient Responsibilities**”).
- 1.2 The Recipient will not make any material changes to the Project or the Recipient Responsibilities without the prior written consent of Jumpstart.

## **2. GIFTS-IN-KIND**

- 2.1 Jumpstart will provide the gifts-in-kind described in Schedule B hereto to the Recipient (the "Gift").

## **3. TIMELINES AND PROGRESS REPORTING**

- 3.1 The Recipient will provide reporting to Jumpstart regarding the Playground as described in Schedule C.

## **4. INSPECTION AND MAINTENANCE**

- 4.1 After the completion of the installation of the Playground, the Recipient will engage an arm's length, certified inspector at the Recipient's expense to ensure that the Playground meets the playground standard set out in the Canadian Standards Association's publication CAN/CSA-Z614-14 *Children's playspaces and equipment*. The contractor retained by Jumpstart will be responsible for remedying any noted deficiencies in order to meet CSA standards based on the inspection.
- 4.2 The Recipient agrees to maintain the Playground in good condition for a minimum of 15 years (the "**Useable Lifetime**") including completion of all required maintenance and repairs and annually provide a report to Jumpstart summarizing the maintenance activities conducted in the year and the current condition of the Playground.
- 4.3 The Recipient represents and warrants that it has adequate funding in place, through a general maintenance and repair fund or otherwise, to ensure that ongoing Playground and Location maintenance, upkeep and repair work is completed in a timely fashion and in compliance with all applicable standards.

## **5. RECOGNITION**

- 5.1 The Recipient will acknowledge Jumpstart's Gift for the Useable Lifetime of the Playground in accordance with Schedule D.

## **6. AMENDMENT AND INTERPRETATION**

- 6.1 No amendment of this Agreement or any waiver of its terms will be valid unless it is in writing and signed by the parties hereto.
- 6.2 In the event of a conflict or inconsistency in any provision in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

## **7. TERMINATION**

- 7.1 This Agreement shall be effective as of March 9, 2020 and shall continue throughout the Useable Lifetime of the Playground.
- 7.2 The Recipient shall be responsible for continued obligations as outlined herein for the duration of the Useable Lifetime of the Playground.
- 7.3 Until such time as installation of the Project has begun, Jumpstart may terminate this Agreement on thirty (30) days' notice in writing delivered to the Recipient.

## **8. ASSIGNMENT**

- 8.1 The Recipient will not assign this Agreement or the Gift or any part thereof without the prior written consent of Jumpstart.

## **9. RECIPIENT'S REPRESENTATIONS AND WARRANTIES**

- 9.1 The Recipient represents and warrants that:
- (a) it is a municipality duly established under its applicable legislation;
  - (b) it has the power and authority to enter into this Agreement; and
  - (c) it has the power, authority and capacity to carry out and fulfill its obligations under this Agreement in a professional and competent manner and in compliance with all applicable federal, provincial, or municipal laws.

## **10. FURTHER ASSURANCES**

- 10.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

## **11. INSPECTION OF RECORDS**

- 11.1 The Recipient agrees to maintain complete records related to the Recipient Responsibilities for a period of two (2) years after the date of termination of this Agreement or for as long as the records are available according to Recipient's record retention practices.
- 11.2 The Recipient agrees to permit Jumpstart, its agents and/or its auditors to inspect, and obtain copies on request, at all reasonable times, including subsequent to the termination of this Agreement, of all such records.
- 11.3 The Recipient agrees that Jumpstart, its agents and/or its auditors may, upon forty-eight (48) hours' notice in writing to the Recipient, during normal business hours, enter the Recipient's premises to inspect the operations of the Recipient relative to the Recipient Responsibilities and Jumpstart may, at its expense, whether as part of an inspection or otherwise, audit the Recipient's records relative to the Recipient Responsibilities.

## **12. DEFAULT AND REMEDIES**

- 12.1 The occurrence of one or more of the following events is deemed an "Event of Default" by the Recipient:
- (a) any breach by the Recipient of any of the Recipient's representations, warranties, covenants or obligations under the Agreement;
  - (b) an act of bankruptcy by the Recipient or if the Recipient becomes the subject of any bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada) or otherwise or becomes insolvent, or if any substantial part of the Recipient's property becomes subject to any levy/seizure, assignment, application for sale for or by any creditor or governmental authority or if a receiver, receiver-manager or similar official is appointed, either privately or judicially, over the Recipient or a substantial portion of its property, or if the Recipient ceases or advises that it intends to cease to carry on its charitable activities;

- (c) the Recipient ceases to be a qualified donee as defined in the *Income Tax Act* (Canada); or
- (d) the Recipient, in the opinion of Jumpstart acting reasonably, is unable to complete its obligations hereunder in connection with the Playground.

12.2 Upon the occurrence of an Event of Default, Jumpstart will have the right, in its sole discretion, to do any or any combination, of the following:

- (a) provide the Recipient with an opportunity to cure the Event of Default within a time period set by Jumpstart in its sole discretion;
- (b) terminate the Agreement; or
- (c) demand that the Recipient pay Jumpstart a sum which is equivalent to the costs incurred by Jumpstart in delivering the Gift to the date of the Event of Default and the Recipient will be required to make such repayment within five (5) days of the date of such demand.

The foregoing rights or remedies are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right or remedy which Jumpstart is entitled to seek in the Agreement, tort, law, equity or otherwise.

### **13. WAIVER**

13.1 No failure or delay on the part of Jumpstart and or the Recipient in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any right or power by Jumpstart or the Recipient under this Agreement will preclude any further or other exercise of such right or power. No modification or waiver of any provision of this Agreement and no consent to any departure by the Recipient and or Jumpstart from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent by Jumpstart and or the Recipient will be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Recipient and or Jumpstart in any circumstance will entitle the Recipient and or Jumpstart to any other or further notice or demand in similar or other circumstances.

### **14. LIMITATION OF LIABILITY**

14.1 Jumpstart will not be liable to the Recipient for any losses or liabilities sustained or incurred by the Recipient, except for such losses and liabilities as may directly result from the breach by Jumpstart of any provisions of this Agreement or the negligence of Jumpstart or its contractor in providing or installing the Playground. Under no circumstances will Jumpstart be liable to the Recipient for any punitive, exemplary, aggravated, special, indirect, incidental or consequential damages.

### **15. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

15.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably

foreseen or provided against or form, will not be considered to be a breach of any term of the Agreement.

## 16. NOTICES

16.1 The preferred method of communication is electronic mail.

16.2 Any notice or communication required to be given under the Agreement will be in writing and will be served personally, by electronic mail, delivered by courier or sent by registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party will later designate to the other in writing. All notices will be addressed as follows:

### **To Jumpstart**

2180 Yonge Street  
Toronto, Ontario  
M4P 2V8

**Attention: Scott Fraser, President**

Tel: 416-480-3239

E-mail: [scott.fraser@cantire.com](mailto:scott.fraser@cantire.com)

### **To the Recipient**

2121 Second Avenue  
Whitehorse, Yukon  
Y1A 1C2

**Attention: Landon Kulych, Manager  
of Parks and Community  
Development**

Tel: (867) 689-4571

E-mail: [landon.kulych@whitehorse.ca](mailto:landon.kulych@whitehorse.ca)

16.3 All notices will be effective:

- (a) at the time an e-mail is received on the server of the receiving party;
- (b) at the time the delivery is made when the notice is delivered personally or by courier; and
- (c) seventy-two (72) hours after deposit in the mail when the notice is sent by registered or postage prepaid mail.

## 17. DISPUTE RESOLUTION

17.1 Any dispute under this Agreement which cannot be resolved by the parties within thirty (30) days of one party giving written notice to the other of a dispute will be mediated.

17.2 Jumpstart and the Recipient will agree on the choice of mediator and will share the cost equally. If Jumpstart and the Recipient cannot agree on the choice of mediator within thirty (30) days of one party giving written notice to the other of a dispute, then the president of the ADR Institute of Canada will be requested to appoint a mediator.

17.3 The National Mediation Rules and Code of Conduct for Mediators will apply to the mediation.

## 18. CONFIDENTIAL INFORMATION

18.1 “**Confidential Information**” means all information disclosed (in any form and whether directly or indirectly) by one party to the other, whether before or after the date of this Agreement, including without limitation, this Agreement and all its terms.



- 18.2 The parties shall keep confidential the Confidential Information. The Recipient may not use such information for purposes other than the performance of its obligations under this Agreement, and unless expressly authorized herein or in writing, the Recipient shall not use or disclose the Confidential Information of the other party to any person or entity except to its own employees, agents, or representatives. However, the Recipient shall have no obligation to maintain confidential information that: (i) is or becomes publicly known or readily ascertainable by the public, and through no wrongful act of the Recipient, (ii) is received by the Recipient from a third party without breaching an obligation owed to any other person, if the Recipient is not restricted by the third party from disclosing such information, (iii) is independently developed by the Recipient, or (iv) is required to be disclosed by law. At the termination or expiration of the Agreement, or pursuant to a request by the disclosing party, the Recipient shall return to the disclosing party, or certify the destruction of, all Confidential Information in the control of the Recipient within seven (7) days. Where the Recipient must maintain such Confidential Information of the other party pursuant to applicable law or a due diligence process, the obligation of confidentiality shall continue in perpetuity past the termination or expiration of the Agreement.
- 18.3 Notwithstanding the foregoing, the parties acknowledge that the Recipient is a municipality subject the laws of the Yukon. Consequently, the Recipient may be required to disclose records relating to this Agreement in accordance with relevant privacy legislation or other related legislation. If the Recipient receives a request for such disclosure, it will immediately notify Jumpstart and will withhold disclosure for a period of time sufficient to give Jumpstart an opportunity to take appropriate action to protect its interests.

## **19. INSURANCE**

- 19.1 Each party shall, at all times during the term of this Agreement and during the Useable Lifetime of the Playground, maintain and pay for the following insurance:
- (i) Commercial General Liability Insurance with limits for bodily injury (including death) and property damage caused by insured's negligence, including coverage for contractual liability, product liability, completed operations and personal injury combined, of not less than five million dollars (\$5,000,000) per occurrence, and five million dollars (\$5,000,000) general aggregate and the other party shall be added as an additional insured;
  - (ii) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) with combined Single Limit bodily injury and property damage per occurrence to cover all hired and non-owned automobiles arising out of the use thereof by or on behalf of the insured and its personnel in connection with the Playground and/or the Location;
  - (iii) Statutory Workers Compensation Insurance as required by applicable federal, provincial and municipal laws and regulations.

All policies shall be primary in nature and shall not call into contribution any other insurance available to the other party. Each party hereby agrees that the other shall be designated as an additional insured on the Commercial General Liability Insurance policy

of the other. Each party further warrants that the above noted insurance policies shall remain in effect for the duration of the term of this Agreement and for a period of at least two (2) years following the Useable Lifetime of the Playground. The other party shall be notified in writing at least thirty (30) days prior to the date of cancellation or lapse of such coverage or in the event of any material change to any of the insurance policies. Each party shall provide evidence of the above noted insurance coverage upon request.

- 19.2 Each party shall ensure that any contractor hired by it maintains a commercial general liability policy for death, bodily injury and property damage with an inclusive limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and which shall include terms commensurate with the terms set out herein.
- 19.3 The parties hereby agree that the insurance requirements herein shall not be construed to and shall in no manner limit or restrict the liabilities of either party hereto. Each party shall be responsible for the payments of every deductible amount provided in any policy of insurance furnished pursuant to this Agreement.

## **20. LICENSE AND USE OF LOGOS**

- 20.1 The parties grant to each other, for the term of this Agreement, a non-transferable, non-exclusive, royalty free license to use, reproduce, and publicly display the logo, trademark and/or trade name of the other party solely for the purpose of promoting, carrying out, or advertising the existence of the Project or Jumpstart's relationship with the Recipient pursuant to this Agreement. Neither party shall obtain any right, title or interest in or to the other party's logo, image, trademark and/or trade name except the right of use specified herein.
- 20.2 Each party will obtain prior written consent, before printing or broadcasting, for all marketing, media, promotional or any other materials that refer to the other party in any manner. Both parties shall provide the other with a minimum of three business days to consider any such material.
- 20.3 Where applicable Recipient will use Jumpstart's brand guidelines as outlined in Schedule D.

## **21. GENERAL**

- 21.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario.
- 21.2 This Agreement constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.
- 21.3 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint venturers and neither party will have any right to obligate or bind the other party in any manner.
- 21.4 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

- 21.5 Sections 4, 5, 9, 11, 13, 14, 15, 18, 19, 20, 21 and all other representations, warranties or covenants which by their nature or context are intended to survive the termination or expiration of the Agreement will survive the termination, cancellation or expiration of the Agreement.
- 21.6 Time is of the essence hereof.
- 21.7 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties have executed this Agreement made as of the date first written above.

**CANADIAN TIRE JUMPSTART CHARITIES**

**CITY OF WHITEHORSE**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Dan Curtis, Mayor

Title:

\_\_\_\_\_  
Norma L. Felker, Assistant City Clerk

## Schedule “A”

### The City’s Responsibilities

The City will provide the following support in preparation for and following the installation of the Playground and ancillary site elements at the Location:

#### 1. Location Preparation

- a. **Permits and Approvals:** Ensure that all necessary permits and approvals that are required for Location development and Playground installation are secured.
- b. **Location Preparation:** Ensure that Location is available and appropriately prepared to accommodate the Playground structure by August 24, 2020, including:

- i. **Under Drainage System:** ensuring appropriate subsurface drainage systems are in place prior to Location construction to ensure Playground and ancillary Location areas drain effectively if required.
- ii. drainage outlet to be designated and communicated to Jumpstart.
- iii. **Site survey and any soil testing (as required):** ensuring the site survey (i.e. geotech survey) and soil testing is conducted prior to Location construction

#### II. Site Preparation

- i. City to coordinate proper excavation, elevation, curbing, fill and levelling at the Location to ensure that the standards for installation of substrate are met prior to the laying of the foundation and Playground surfacing materials.
- ii. City to coordinate drainage infrastructure installation.
- c. **Dismantling and disposal:** ensuring that any existing play structures or ancillary site elements are dismantled and removed from the Location prior to the first date of Location construction including irrigation, demolition and capping of existing lines as may be required.
- d. **Tree removal:** responsible for necessary tree removals.

#### 2. Site Security

- a. The city will provide secure fencing surrounding the Location and preparation areas for the total duration of the install, which includes: City site preparation, Playground equipment installation, Playground surfacing installation and site remediation.
- b. During the build of the playground the City will hire or use existing site security during overnight hours when playground installers or rubber surfacing providers are not on site.

### 3. Ancillary On-site elements at Location

- a. **Ancillary Elements:** installation of all ancillary on-site elements at Location shall be completed by Playground Opening, and all associated maintenance and upkeep of ancillary on – site elements shall be the responsibility of The City, including but not limited to the following:
  - i. **Walkways:** the proposed Playground will be installed in an area which can be accessed via a 2.0 m wide asphalt walkway to allow for two mobility devices to be side by side which will be installed by The City. Access to the Playground also to be available from the top of a curb or at grade within the play area, to be accessible by a lowered section of perimeter curb.
  - ii. **Landscaping:** Landscaping and other aesthetic features and elements at the Playground Location.
  - iii. **Facilities:** On-site Location amenities to include accessible washrooms, accessible drinking fountains, picnic tables, benches or other seating areas.

### 4. Playground Inspection

- a. Pursuant to Section 4 of this Agreement, once Playground installation is complete, The City, at its own expense, will engage an arm's length certified inspector to inspect the Playground to ensure it complies with applicable CSA standards (CAN/CSA-Z614-14 *Children's playspaces and equipment*).

### 5. Playground and Location Maintenance

Pursuant to Section 4 of this Agreement, and following Final Acceptance of the Playground, the City will be responsible for the protection, upkeep and maintenance (including all necessary repairs) of all Playground equipment and ancillary Location and site elements at the Location for the Useable Lifetime of the Playground.

### 6. Reporting Obligations

- a) The City will provide project lead that will participate in the weekly project status calls and provide updates related to the City Responsibilities.
- b) The City will provide an annual report on the status of the Playground to ensure, record and evidence that equipment, surfacing, ancillary on-site elements and branding at the Location are each maintained in good condition for the usable lifetime of Playground.
- c) The City to provide annual reporting summarizing the maintenance activities conducted in the year and the current condition of the Playground and Location.

## **SCHEDULE “B”**

### **Jumpstart Gift**

Jumpstart will provide the following:

#### **1. Playground Equipment**

- a. Jumpstart will provide the playground equipment as described on the ‘Playground Equipment List’ forming part of Schedule ‘B’.

#### **2. Project Management**

- a. Jumpstart will engage the services of a third party playground installer, Habitat Systems Inc. (“HAB”), to coordinate with the City on site preparation requirement and oversee Playground installation.
- b. Jumpstart will supervise and direct the work of HAB. HAB will serve as the Prime Contractor of the Project. Responsibilities may include:
  - i. Schedule of work, timing, equipment delivery:
  - ii. Coordination of subcontractors
  - iii. Construction plans and approvals
  - iv. Construction access and staging
- c. Jumpstart will engage the services of a third party rubber surfacing provider, Prairie Rubber Paving (Prairie), to oversee the rubber surface installation.
- d. Jumpstart will supervise and direct the work of Prairie.

#### **3. Playground Design**

- a. Jumpstart will provide The City with 2-dimensional renderings (included herein) and 3-dimensional renderings of the Playground design.

#### **4. Freight & Shipping**

- a. HAB to coordinate scheduling and timing of equipment delivery to the Location.

#### **5. Surfacing**

- a. Prairie will coordinate subbase preparation: supply and install 6 – inch compacted granular base, Install Rubber FX Safety Surface with fall height to the height required by the equipment manufacturer in accordance with CAN/CSA Z-614 Standards for GMAX & HIC requirements.. . .
- b. Prairie will coordinate and oversee the installation of the Playground surfacing, targeted for spring/summer 2021, weather permitting.
- c. Prairie will coordinate a drop test after rubber surface is installed and share the results with the City. In the event of the rubber not meeting acceptable requirements of the drop test, as outlined by Jumpstart’s agreement with Prairie, then Prairie will rectify the deficiency and an inspection will be repeated.

## **6. Playground Equipment Installation**

- a.** HAB will coordinate and oversee the installation of the Playground structure following City site preparations in 2020 and will return to complete any final installation requirements following surfacing installation in 2021.
- b.** Pending project timelines, Jumpstart shall be entitled to provide volunteers to support Playground assembly and site preparation.

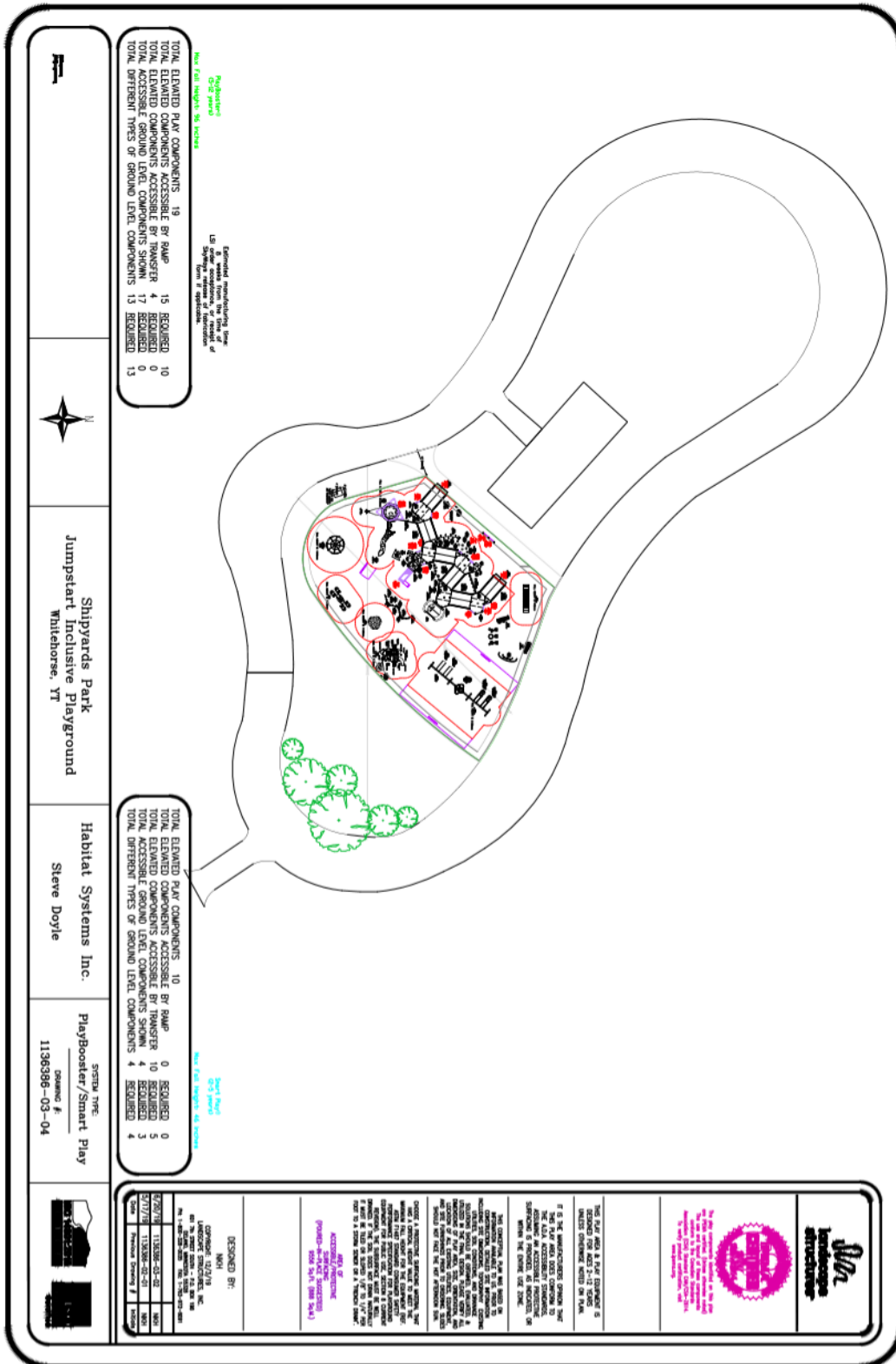
## **7. Landscaping**

- a.** HAB and Prairie will minimize disturbance to the landscape area surrounding the Location where possible.
- b.** A walkthrough will be conducted with HAB, Prairie and a City representative prior to and after each contractor's phase on site. A report documenting any material disturbance will be generated by the City and shared with all parties.
- c.** In the event of material disturbance HAB and Prairie will be responsible for rehabilitating the landscape surrounding the Location including areas directly impacted by site preparation and installation activities (e.g. access road, staging area).

## **8. Playground renderings and component list**

- a.** 2-D Playground design renderings, component list and rubber surface specifications for a 9556 square foot playground are included on the following page.

## Playground 2-D Rendering





## Playground Component List



### Shipyards Park - Jumpstart Inclusive Playground

Whitehorse, YT

February 18, 2020

Design #1136386-03-04

#### Equipment List

QTY	NO.	DESCRIPTION
<b>Bridges &amp; Ramps</b>		
1	121416A	123" Disc Challenge w/Handhold Panels 16" Deck Diff Attached To 8"Dk DB
2	168546A	Double-Wide Ramp Exit Plate DB
4	171870C	Double-Wide Ramp w/Guardrails and Curbs (CSA) Deck to Deck
2	171870C	Double-Wide Ramp w/Guardrails and Curbs (CSA) Deck to Ground
1	193171A	SwiggleKnots Bridge w/Grab Bar Attached to Deck DB Only
1	193173A	TightRope Bridge w/Grab Bar Attached to Deck
<b>Climbers W/Permalene Handholds</b>		
1	153076A	Mini Summit Climber 40"Dk DB
1	156916B	Pod Climber w/Handloop 24"Dk DB Left Mounted Handhold
1	122533B	Spiral Climber 40"Dk Left Handhold
<b>Custom</b>		
1	CP005276	<b>DUAL DBL SIDED JUMPSTART PARK ENTRY SIGN WITH BRAILLE STRIP., Includes one 24" x 74" two panel sign with 2 separate plates with steel middle frame, one side French and one side English. Other sign 24" x 84" two panel sign with 2 separate plates with steel middle frame, one side French and one side English. Artwork provided by LSI. For this project/client only.</b>
1	CP001621	40" ROLLERSLIDE W SLIDE TRANSFER BENCH, 28" wide TT bench w one handrail attached to side of rollerslide
1	CP005265	DIGIFUSE® ABOVE DECK JUMPSTART TIC-TAC-TOE PANEL, X's and Jumpstart triangle logo instead of O's. Artwork provided by LSI. For this project/client only.
1	CP005263	DIGIFUSE® JUMPSTART FACE/DOUBLE SIDED PANEL, Front and back are different
1	CP005258	DIGIFUSE® JUMPSTART FIND THE DIFFERENCES PANEL., Double sided - front and back are the same
1	CP001627	DIGIFUSE® JUMPSTART SEEK AND FIND PANEL WITH MEDALLIONS., Red panel with white lettering



QTY	NO.	DESCRIPTION
1	CP005255	DIGIFUSE® JUMPSTART SIGN LANGUAGE PANEL, Double sided - grey with white lettering - front and back are the same
1	CP005262	DIGIFUSE® JUMPSTART SINGLE FACE/DOUBLE SIDED PANEL, Front and back are different
1	CP005261	DIGIFUSE® JUMPSTART SKI MAZE - DOUBLE SIDED, front and back are different
2	CP000162A	DTR PB Aluminum Flush Post at Grade w/D-Cap
1	CP000120A	DTR PB Ball Gear Panel
1	CP011929	NETPLEX® 7-POST W/3 VIBE® ROOFS W/JUMP START LOGOS
1	CP005326	PERMALENE® JUMPSTART BRAILLE PANEL, To read - Let's play together! Instead of I feel good! Red over black
3	CP001624	TRIANGULAR WINDOW PANEL WITH LEXAN, standard permalene.
<b>Decks</b>		
1	152911A	Curved Transfer Module Left 32"Dk DB
3	154752A	Hex Deck w/One Extension
2	154752A	Hex Deck w/One Extension
5	121948A	Kick Plate 8"Rise
1	111229A	Square Deck Extension
1	185852A	Transfer Step w/2 Handloops DB
5	111231A	Triangular Tenderdeck
5	119646A	Tri-Deck Extension
<b>Enclosures</b>		
4	191031A	Accessible Panel Curb
4	160694A	Barrier With Infill Panel
1	164094A	Bongo Reach Panel Above Deck
1	127953B	Handhold Panel
1	127953A	Handhold Panel Set
1	173567A	Marble Panel Above Deck
1	135730A	Match 3 Reach Panel Above Deck
<b>Mainstructures</b>		
1	194659A	Disc Net Climber for 7-Post Mainstructure
<b>Motion &amp; More Fun</b>		
1	111357A	Chinning Bar Alum DB
1	120901A	Grab Bar
1	201546A	Gyro Twister DB <sup>1</sup>
1	111275A	Handloop Assembly



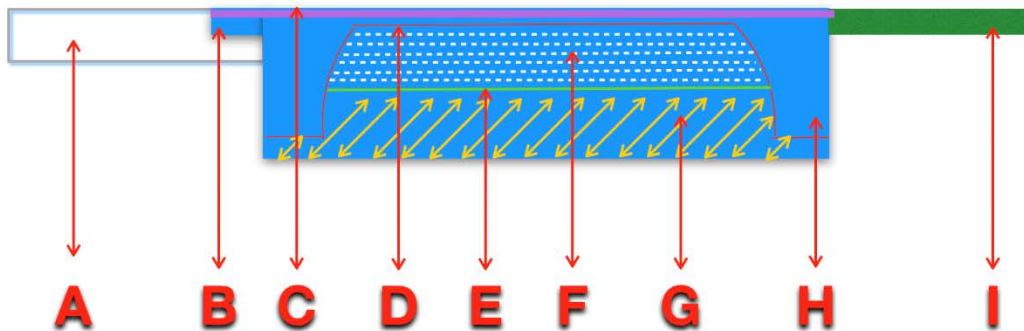
QTY	NO.	DESCRIPTION
<b>Overhead Events</b>		
1	193170A	LolliLadder w/2 E-Pods
<b>Posts</b>		
7	111404G	100"Alum Post DB
2	111404F	108"Alum Post DB
3	111404E	116"Alum Post DB
7	111404C	132"Alum Post DB
4	111403E	150"Alum Post For Roof DB
2	111405I	42"Alum Flush Post w/D Shaped Cap DB
2	111405I	42"Alum Flush Post w/Turtle Cap DB
2	111405H	50"Alum Flush Post w/D Shaped Cap DB
4	111405H	50"Alum Flush Post w/Turtle Cap DB
1	111405G	58"Alum Flush Post w/D Shaped Cap DB
1	111405G	58"Alum Flush Post w/Turtle Cap DB
7	111404J	76"Alum Post DB
11	111404I	84"Alum Post DB
7	111404H	92"Alum Post DB
<b>Roofs</b>		
1	139375A	Square Roof w/o Flag SteelX
<b>Slides</b>		
1	205013A	Hood Extension Kit PB
1	189313A	Rushwinder DB Left
<b>Freestanding Play</b>		
<b>Climbers</b>		
3	120711A	Pod Climber 16" DB
2	120710A	Pod Climber 8" DB
<b>Motion &amp; More Fun</b>		
1	138871A	Sway Fun Wheelchair Glider 16"Height <sup>1</sup>
1	248819A	We-Go-Round w/Perf Panels - 2 seats DB Only <sup>1</sup>
1	186490A	We-saw DB Only <sup>1</sup>
<b>Sensory Play</b>		
1	214438A	Rhapsody Animato Metallophone DB
1	214443A	Rhapsody Goblet Drum DB
1	214442A	Rhapsody Grandioso Chimes DB
1	214445A	Rhapsody Kettle Drum DB



QTY	NO.	DESCRIPTION
1	214444A	Rhapsody Kundu Drum DB
1	214441A	Rhapsody Vivo Metallophone DB
1	176457A	Roller Table DB <sup>1</sup>
<b>Signs</b>		
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury
<b>Swings</b>		
1	221292A	5" Arch Swing Frame 8' Beam Height Only
1	221293A	5" Arch Swing Frame Additional Bay 8' Beam Height Only
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height
1	237294A	Friendship Swing w/5" Arch Frame Additional Bay ProGuard Chains
2	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height
<b>Smart Play®</b>		
1	197057C	Motion w/Play Table DB
<b>Sensory Play</b>		
1	177715A	Color Splash Panel
1	168099A	Cozy Dome DB
1	168103A	Fun Mirror Panel
1	168108A	Kaleidospin Panel
3	168100A	Sensory Play Center Wall DB
2	168101A	Sensory Play Center Wall End DB
4	168661A	Sensory Play Station Plate
<b>Signs</b>		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury

## Prairie Rubber Specifications

### Rubber FX Playground System Surface Cross Section



- A- Asphalt, concrete or timber curb- prime face during installation.**
- B- 45mm notch in existing curb**
- C- Rubber FX 10mm top layer EPDM**
- D- Rubber FX 30mm second layer**
- E- Geotextile Cloth**
- F- Rubber FX cushion control layer (75mm)**
- G- 3/4 Granular crusher dust or limestone base (150mm)**
- H- Trenched edge (varies with cushion layer)**
- I- Sod (often installed after the surface is completed)**

**SCHEDULE “C”****Gift Recognition**

The City will acknowledge Jumpstart’s Gift as follows:

**1) Naming Rights**

- a) The playground will be named the Jumpstart Playground and will be recognized as such on all official signage within the playground site.

**2) Signage**

- a) Jumpstart to provide temporary signage in the form of a minimum of four (4) hoarding signs (1.5 m x 1.5m) to be displayed on construction perimeter fencing until the completion of the Project.
- b) Directional signage provided by The City will include Jumpstart Playground; quantity and creative elements to be discussed in consultation with Jumpstart and The City
- c) One (1) double sided Welcome sign to be provided by Jumpstart with space for future playground donors to be recognized in time.

**3) Branded playground Components**

- a) The City will grant Jumpstart the opportunity to display its logo on the select Playground components.

**4) Event Hosting**

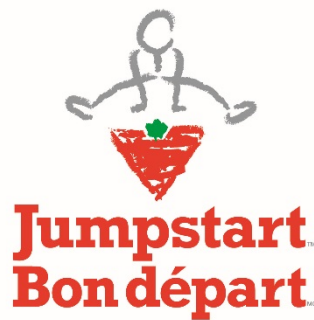
- a) The City will provide Jumpstart with the opportunity to host a Project milestone event on dates to be mutual agreed upon by both parties:
  - i) Playground opening event
- b) The City will provide a spokesperson for each event and representatives from The City will be in attendance.
- c) Event expenses incurred will be the responsibility of Jumpstart.

**5) Promotion and Public communications**

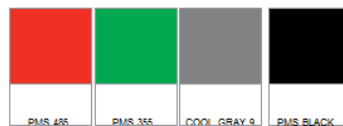
- a) Each party shall pre-approve in writing all promotions in connection with the Playground or Location, including: advertising, social media, press releases, media materials and any other promotional support.
- b) Both parties agree that prior written consent shall be obtained from the other party before printing or broadcasting any marketing, media, promotional or other materials that refer to the either party in any manner.
- c) Each party shall provide the other with a minimum of three business days to consider any such material.

## SCHEDULE “D”

### Jumpstart Logo and Brand Guidelines



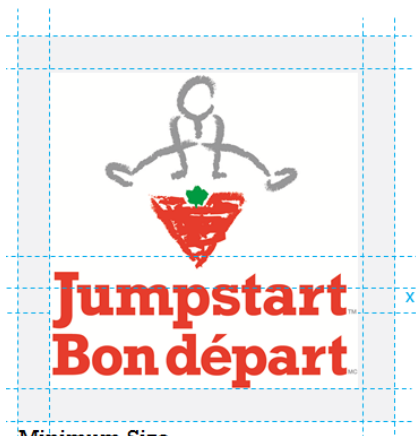
#### Colour Specifications



PANTONE (PMS#)	CMYK	RGB	HEX (ONLINE)	THREAD
PMS 485	100M / 100Y	238 37 36	#EE2224	18-1561 TCX
PMS 355	100C / 100M / 0	15 165 87	#00A557	15-5554 TCX
PMS BLACK	100K	0 0 0	#000000	19-4006 TCX
COOL GRAY 9	60K	128,130,132	#100K	

#### Clear Space

To ensure that the logo is always clearly reproduced, and never obscured or compromised by other elements of a layout, an area of clear space must surround the logo.



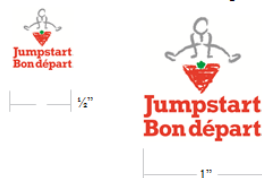
Clear Space for the logo is indicated by the grey shaded area surrounding it. This area ensures legibility and recognition of the logo. It should remain free of type, rules, photos, or any other elements of the layout.

The amount of clear space for the logo is defined by X. Regardless of the size of the logo, x is always equal to the height of the lowercase letters of the wordmark.

#### Minimum Size

To ensure legibility, the Jumpstart logo should be no smaller than 1/2" wide for corporate use. For community partner use and most other applications the logo should be no smaller than 1" wide.

The minimum size of the Jumpstart logo with the tagline is 2.5" wide.



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



**Chair:** Stephen Roddick

**Vice-Chair:** Jan Stick

March 2, 2020

Meeting #2020-05

- 
1. New Business



**CITY OF WHITEHORSE**  
**DEVELOPMENT SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Dan Boyd

**Vice-Chair:** Jocelyn Curteanu

March 2, 2020

Meeting #2020-05

- 
1. Climate Change Emergency Report – For Information Only  
Presented by Manager Mélodie Simard
  2. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Development Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Climate Change Emergency Report – For Information Only

### **ISSUE**

Providing a Climate Change Emergency Report

### **REFERENCE**

- Climate Emergency Resolution #2019-17-06
- Whitehorse Sustainability Plan (2015)
- Whitehorse City Council Strategic Priorities 2019
- Appendices A to H

### **HISTORY**

Council passed a resolution declaring a Climate Emergency on September 23, 2019. The resolution required the City to complete the FCM maturity scale assessments for adaptation and mitigation; and required Administration to “review our current mitigation and adaptation priorities and targets and report back to Council with a range of options for enhancing our adaptation and mitigation efforts before the next strategic plan update.” Administration presented its review to Council at a Council and Administration Roundtable (CAR) meeting on January 30, 2020. At the CAR Council requested that the information presented be brought forward to the Development Services Committee for broader public distribution.

Council subsequently requested a Council workshop on potential projects related to climate change. A date will be determined.

### **ANALYSIS**

#### **1. FCM Maturity Scale Results (Appendices A, B, and C)**

FCM provides municipalities with two maturity scales, one for each of mitigation and adaptation. The tools are intended to help municipalities assess their readiness to reduce emissions and adapt to climate change. They also serve as reporting and benchmarking tools to inform FCM’s programs.

The assessments were completed by Planning and Sustainability Services in consultation with the Departments of Water and Waste Services, Operations, Finance, and Engineering.

Climate change efforts at the municipal level focus on two main areas. Mitigation refers to reduction of GHG emissions that lead to climate change. Adaptation pertains to how a community plans for the effects of climate change on its community.

While the City has been active on both fronts, progress has largely correlated to whether dedicated staff capacity has been available. Some previous climate change work now needs updating, while other aspects need renewed political support and resources.

**Mitigation** -- Municipalities differentiate between community emissions reduction and corporate emissions reduction. Community mitigation refers to municipal actions that reduce overall community emissions; for example, designing compact communities to reduce transportation emissions. Corporate mitigation refers to reducing emissions from City operations and facilities; for example, greening the City fleet.

**Adaptation** -- The City has been adapting to climate change on an ongoing basis as a matter of ongoing necessity and continued service delivery. Adaptation planning can be difficult because identifying hazards, risks and vulnerability is challenging, but the consequence of not being prepared can be costly emergency repairs and response, and a variety of community health and economic effects.

### ***Corporate Mitigation Maturity Scale (Appendix A)***

For corporate emissions, the assessment identifies three competencies: Policy, Human Resources and Governance, and Technical Capacity. While the City has pursued various individual projects, efforts are still in the early phases of maturity: projects and decisions are driven by immediate need and available funding.

### ***Community Mitigation Maturity Scale (Appendix B)***

The City undertakes many initiatives and plans that potentially reduce community GHG emissions. The City shows good maturity in the policy competency, but less in tracking emissions targets, implementing transportation-related plans, and putting the needed technical and human resources in place.

### ***Adaptation Maturity Scale (Appendix C)***

The adaptation maturity scale assessment has similar competencies and performance levels to the mitigation scale. The results indicate that the City has made progress on establishing a policy basis for adaptation through planning and high-level commitments. The City was not strong in the human resources and governance competency or in the technical and risk management capacity competency. Maturity areas needing improvements include cross-departmental teams, understanding of risk, corporate culture of adaptation, data on assets, technical tools, and understanding of cost implications of adaptation.

## **2. Priorities**

Many City plans contain policies and values that provide the basis for potential climate change action. City plans are guiding documents. Ideas become actions, projects, or priorities in several ways:

- a. Strategic Priorities: Council identifies items as strategic priorities and direct departments to take action.
- b. City Budget: Council approves new funding for projects or programs.
- c. Operational Priorities: Departments prioritize projects through internal work planning and undertake them using existing operational resources.

### ***Strategic Priorities 2019***

Council's Strategic Priorities for 2019 addressed climate change in several ways. Among the principles by which the priorities were set included:

“Environmental Leadership: considering the consequences of City actions and decisions on the environment and proactively adapting to and mitigating climate change impacts;”

In the advocacy and partnerships section, Council identified several topics with climate change implications:

- Solid Waste Regulation
- Carbon Tax Impacts
- Urban Forest Commercial Harvesting
- Community Energy Plan

Among the six strategic priorities for 2019, three have relevance to climate change adaptation and mitigation:

- Official Community Plan
- Emergency Preparedness
- Asset Management

### ***City Budget (Appendix D)***

Projects that have been reviewed and funded through the capital and operational processes can be considered priorities for the City. Appendix D outlines projects from the 2020-2023 capital expenditure program and the 2020-2022 operating budget that could potentially have an impact on climate change mitigation or adaptation.

There is not currently a quantitative analysis of how much emissions reduction any project or action will achieve. However, Administration does use a scoring system in the capital budget review that allocates points to projects that result in energy reduction.

### ***Operational Priorities***

Operational priorities are set at a departmental level through operational allocation of resources, including staffing. Priorities are expressed through work plans, which are typically based on the need to maintain service levels and respond to emerging issues. These departmental level decisions are too numerous to summarize in this report.

## **3. Adaptation and Mitigation Targets (Appendix E)**

The Whitehorse Sustainability Plan (WSP) sets a variety of social, economic, cultural, and environmental targets, addressing both mitigation and adaptation, that are listed in Appendix E.

The GHG emissions reduction targets (2014 reference year) are:

- Reduce City (corporate) GHG emissions by 10% by 2020 and 25% by 2030.
- Reduce Whitehorse community emissions by 6% by 2020 and 20% by 2030.
- Reduce Whitehorse community per capita emissions by 6% by 2030.

Results on emission targets to date are currently not quantified.

#### **4. Options (Appendices F, G and H)**

Council's resolution has requested "a range of options for enhancing our adaptation and mitigation efforts." A scan of the City's plans yields an overwhelming list of options for City action. Some are being implemented; some have been deemed not suitable, while others have not yet been analysed for feasibility, effectiveness, or cost, nor put forward for funding.

This section attempts to narrow down options in the three focus areas of corporate emissions, community emissions, and adaptation. The options reflect the results of the FCM maturity scale results, build upon existing work, and can be integrated into Council's strategic planning.

##### ***Appendix F: Corporate Emissions Options***

Administration is currently refining the corporate emissions inventory through the efforts of a term environmental coordinator. This position was funded by FCM with the main purpose of reducing the City's energy use. While the inventory is not yet complete, it is clear that reducing energy use in City fleet and facilities is the most effective and feasible course of action in reducing corporate emissions. Energy reduction saves the City money, increases resilience in the face of fossil fuel uncertainties, and demonstrates corporate leadership.

##### ***Appendix G: Community Emissions Options***

Taking action on community emissions is a more complex endeavour than corporate emissions due to the more ambiguous link between costs and emissions reduction. While the City has taken action over the years in areas such as densification, landfill diversion, and active transportation infrastructure, which all result in community emissions reduction, the resulting emission reductions have not been quantified. These actions are largely impelled by other benefits such as rational land use, cost liability, and livability—equally compelling goals to emissions reduction, but with much different metrics.

With this in mind, and given the notable absence of a community emissions inventory, this report does not attempt to prioritize community action areas against one another. Instead it recommends options directed towards meeting some of the milestones identified in the FCM maturity scale as a necessary foundation prior to proceeding to more meaningful and strategic actions. Options in Appendix G include confirming targets, completing an emissions inventory, and putting in place the staff resources and processes to enable further action.

##### ***Appendix H: Adaptation Options***

Municipal adaptation is a broad topic that potentially touches all operational areas of the City. The FCM maturity scale takes a somewhat narrow but long-term approach to adaptation, tending to focus on risk to infrastructure and flooding. For this reason, there is a strong focus on asset management as a foundational element to adaptation.

The City of Whitehorse's approach to adaptation has been very much in the moment, dealing with operational challenges associated with changing weather patterns as needed. The City has also made progress on some known hazards and adaptation associated with

climate change, namely emergency preparedness and response, wildfire risk reduction, and local food and urban agriculture.

Options in Appendix H focus on improving some of the competencies identified in the FCM maturity self-assessment, particularly through asset management, and on building on the adaptation efforts already underway at the City.

Appendix A: FCM Maturity Scale Mitigation—Corporate Emissions

Competency: Policy

Putting in place context-specific policies that support the implementation of a vision to reduce local GHG emissions.

	Concept Level		Milestone 1		Milestone 2		Milestone 3		Milestone 4		Milestone 5		
	Working on Concept Level  ✓	Completed Concept Level	Working on Milestone 1  ✓	Completed Milestone 1	Working on Milestone 2  ✓	Completed Milestone 2	Working on Milestone 3  ✓	Completed Milestone 3	Working on Milestone 4	Completed Milestone 4	Working on Milestone 5	Completed Milestone 5	
Maturity Level	We have defined expectations for improving our capacity to reduce GHG emissions. We are aware of applicable provincial/territorial requirements and available resources to support our efforts		We have a GHG emissions inventory in place, which was mandated		We have set our GHG emissions reduction target, which has been informed by targets set by relevant stakeholders.		We have developed a local action plan to guide emissions in our municipality		We are implementing the GHG emissions reduction activities in our local action plan.		We are continually monitoring progress in our GHG emissions reduction activities and reviewing opportunities for improvements in our local action plan and municipal processes.		The City of Whitehorse does have an energy tracker where GHG emissions are tracked from buildings and vehicles. The current focus is on ensuring data quality and resolving programming issues. The City does not have a resourced plan for reducing corporate emissions, although initiatives are approved on an ad hoc basis through the budget process.
Outcomes	You have completed a specific milestone when you can demonstrate evidence of the outcomes below.												
Policy and objectives	✓ We have reviewed any applicable provincial/territorial requirements for climate change action.		☐ N/A		✓ We have set an emissions reduction target.		☐ We have prepared a local action plan that outlines specific activities we will engage in to reduce emissions through municipal operations or in the wider community.		☐ We are implementing GHG reduction initiatives identified in our local action plan, as per our implementation schedule. ☐ There are clear links between our local action plan and our municipal planning documents.		☐ We have processes in place to regularly review our local action plan, assess progress against targets and make adjustments. ☐ Consideration of the emissions target is integrated into other guiding municipal plans and policy decisions.		The City set a corporate emissions reduction target through the Whitehorse Sustainability Plan of 25% reduction by 2030 over 2014 levels. An energy management plan was prepared in 2012, but has largely not been implemented. The capital plan serves as the policy basis for corporate emissions reduction initiatives.
Alignment with broader policy context	✓ We have reviewed any applicable provincial/territorial requirements for climate change action.		☐ N/A		☐ Our target has been informed by targets set by adjacent municipalities, our provincial/territorial government, or the Government of Canada.		☐ Our local action plan considers any regulatory requirements by our provincial government.		☐ We are seeking ways to align the steps in our local action plan with those of neighbouring municipalities, upper-tier municipalities, community partners,		☐ We are reporting progress to relevant bodies outside of our municipality, for knowledge-sharing purposes (e.g. provincial/territorial		The draft Our Clean Future sets a territory-wide target of 30% reduction by 2030 over 2010 levels, which is more ambitious than the Whitehorse Sustainability Plan target.  Canada’s target is 30% reduction by 2030 over 2005 levels.

					and the provincial/territorial government.	government, PCP program, etc.).	
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**Competency: Human resources and governance**

*Ensuring staff and council are equipped with the mandate, understanding, skills and knowledge needed to increase capacity for reducing municipal GHG emissions.*

	Concept Level		Milestone 1		Milestone 2		Milestone 3		Milestone 4		Milestone 5		
	Working on Concept Level	Completed Concept Level	Working on Milestone 1 ✓	Completed Milestone 1	Working on Milestone 2 ✓	Completed Milestone 2	Working on Milestone 3 ✓	Completed Milestone 3	Working on Milestone 4	Completed Milestone 4	Working on Milestone 5	Completed Milestone 5	
Maturity Level	We have assigned staff members to lead our GHG emissions reduction work and have the support of council to begin.		We have assigned <b>dedicated staff</b> to develop and maintain a GHG emissions inventory, prepared with input from relevant stakeholders.		Our <b>GHG emissions reduction target</b> has been approved by council.		Our <b>local action plan</b> has been approved by council and informed by relevant municipal and community stakeholders.		Our dedicated staff are implementing our GHG emissions reduction activities and are providing regular progress reports to our governance body or authority.		Our dedicated staff are continually monitoring progress in our GHG emissions reduction activities and reviewing opportunities for improvement.		The City has many staff who are dedicated to the maintenance of corporate infrastructure. The focus has been primarily on maintaining levels of services, as opposed to reducing energy costs or emissions. The City produced a Local Action Plan to Reduce Energy and Greenhouse Gas Emissions in 2004.
Outcomes	You have completed a specific milestone when you can demonstrate evidence of the outcomes below.												
Governance	✓ The high-level value proposition for GHG emissions reduction is known and accepted. ✓ We have a council resolution to join the PCP Program (if applicable).		✓ We have the support of council and senior management to work on GHG emissions reduction.		✓ Our emissions reduction target has been approved by council.		❑ A governance body or authority has been identified, that will monitor the implementation of our GHG emissions reduction initiatives. ❑ Our local action plan for municipal and/or community-wide emissions reduction has been approved by council.		❑ We provide regular progress reports to our governance body or authority. ❑ We are integrating our emissions reduction targets and objectives into municipal decision-making processes.		❑ Council understands the co- benefits of municipal GHG emissions reduction and supports continuous improvement to our local climate change work. ❑ Council and department heads have a process in place to consider emissions reduction in all applicable investment and policy decisions.		Council declared a climate emergency by resolution in September 2019.
Roles and Responsibilities	✓ We have established an inter-departmental climate team to prepare our		✓ Our inter-departmental climate team have received any necessary training for		✓ We have consulted with municipal departments and local organizations that are in		✓ Roles and responsibilities for implementing GHG emissions reduction		❑ The municipal departments and local organizations identified in our local action plan		❑ We continue to review and revise roles and responsibilities to ensure longer-term		The City has staff who work on corporate emissions from buildings and fleet in the course of their jobs, though their work plans don't explicitly identify emissions



	GHG emissions inventory.	compiling and analyzing data in our GHG emissions inventory.	a position to reduce GHG emissions. <input type="checkbox"/> We have tasked relevant municipal departments and local organizations with developing parts of the local action plan that relate to the activities they will be undertaking..	activities are clearly defined. <input type="checkbox"/> There is ownership within relevant municipal departments and local organizations of specific activities identified in our local action plan	are implementing their respective GHG emissions reduction activities.	sustainability our GHG emissions reduction efforts.	reduction. They include building maintenance staff, CGC building operators, and an environmental coordinator. The temporary FCM-funded position will focus exclusively on corporate emissions reduction.  Emissions reduction projects are approved by Council through the capital and operational budget approval process.
Stakeholder Engagement	<input checked="" type="checkbox"/> We are engaging with the public and relevant community groups to inform our GHG emissions inventory. <input checked="" type="checkbox"/> We have actively engaged our relevant utilities for data gathering and alignment of efforts.	<input checked="" type="checkbox"/> We have established relationships with utilities for ongoing access to data to inform our inventories.	<input type="checkbox"/> We have engaged the public and relevant community groups in defining our emissions reduction target.	<input type="checkbox"/> We have engaged the public and relevant community groups to inform our local action plan for the community.	<input type="checkbox"/> We have engaged relevant community groups to implement our local action plan for the community.	<input type="checkbox"/> We regularly engage with stakeholders to recognize their efforts, share our joint successes, and build new partnerships to improve our approach to GHG emissions reduction. <input type="checkbox"/> Our progress reports are regularly made available to the public.	Departmental stakeholders in corporate emissions include all departments, but most importantly Operations, Recreation and Facility Services, Finance and Planning and Sustainability Services.  City departments are generally aware of the general business case for reducing emissions. The City collects utility bill data regularly for the purpose of tracking emissions

### Competency: Technical capacity

*Preparing the tools needed to reduce GHG emissions and track progress.*

	Concept Level		Milestone 1		Milestone 2		Milestone 3		Milestone 4		Milestone 5		
	Working on Concept Level	Completed Concept Level	Working on Milestone 1 <input checked="" type="checkbox"/>	Completed Milestone 1	Working on Milestone 2 <input checked="" type="checkbox"/>	Completed Milestone 2	Working on Milestone 3 <input checked="" type="checkbox"/>	Completed Milestone 3	Working on Milestone 4	Completed Milestone 4	Working on Milestone 5	Completed Milestone 5	
Maturity Level	We are gathering the data we need to begin preparing a GHG emissions inventory.		We have completed our municipal and community-wide GHG emissions inventory.		We have used our available data and future forecast to set a GHG emissions reduction target.		We have identified options for funding our GHG emissions reduction activities that we have identified in our local action plan. We are using our tools and systems to track the performance of our GHG		We are using our tools and systems to track the performance of our GHG emissions reduction activities.		We continuously improve our approach to performance measurement and reporting of our GHG emissions reduction.		The City has a good understanding of the source of corporate GHGs, but has not yet determined a path forward for reducing these emissions. Community emissions are addressed in a separate table.

				emissions reduction activities.			
<b>Outcomes</b>	<b>You have completed a specific milestone when you can demonstrate evidence of the outcomes below.</b>						
Data and Performance Management	<ul style="list-style-type: none"> <li>✓ We are connected to relevant technical support organizations that can help us through the process.</li> <li>✓ We are identifying relevant data sources and compiling available data for our emissions inventory.</li> </ul>	<ul style="list-style-type: none"> <li>✓ We have completed a municipal and community GHG emissions inventory.</li> <li>✓ We are tracking data sources and any assumptions that we are making about available data.</li> <li>□ We have completed a forecast of future GHG emissions, based on a business as usual scenario.</li> </ul>	<ul style="list-style-type: none"> <li>□ We are using available data and our forecast of future GHG emissions reductions to inform the development of our local action plan.</li> <li>□ We have considered several emissions reduction targets, balancing ambition with feasibility.</li> </ul>	<ul style="list-style-type: none"> <li>✓ We have identified opportunities for emissions reduction and have quantified them.</li> </ul>	<ul style="list-style-type: none"> <li>□ We are monitoring the performance of the initiatives that are we implementing through the local action plan.</li> <li>□ We have processes in place to identify new opportunities for emissions reduction.</li> </ul>	<ul style="list-style-type: none"> <li>□ We continually seek improvements in data quality to support the GHG emission reduction action plan.</li> <li>□ We have processes in place to regularly review our approach to monitoring and performance measurement.</li> </ul>	<p>The City has commissioned building audits on the Takhini Arena and Mt McIntyre facility.</p> <p>Benchmarking was completed as part of the Energy Management Plan.</p> <p>The City has not consistently quantified emissions reduction opportunities.</p>
Technical Tools	<ul style="list-style-type: none"> <li>✓ We are exploring suitable tools and systems for our GHG emissions inventory.</li> <li>✓ We are becoming familiar with the protocols and research that will enable our actions to achieve the milestones.</li> </ul>	<ul style="list-style-type: none"> <li>✓ We have secured an appropriate tool for cataloguing our GHG emissions inventory.</li> </ul>	<ul style="list-style-type: none"> <li>□ The reductions targets have been informed by technical analysis of the types of actions required to achieve them.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Tools and systems are in place to track progress in our GHG emissions reduction.</li> </ul>	<ul style="list-style-type: none"> <li>□ We are monitoring the effectiveness of our tools for tracking GHG emissions reduction.</li> </ul>	<ul style="list-style-type: none"> <li>□ We continually improve our tools and systems for tracking GHG emissions reductions.</li> </ul>	<p>The energy tracker is the basis for the corporate emissions inventory. Work is occurring to improve the data quality.</p>
Economic Considerations	<ul style="list-style-type: none"> <li>✓ We have allocated funding for acquiring relevant data, technical tools and systems.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Our inventories consider GHG emissions and energy consumption alongside associated financial expenditures on energy.</li> </ul>	<ul style="list-style-type: none"> <li>✓ We are assessing costs related to achieving the identified GHG emissions reduction targets.</li> </ul>	<ul style="list-style-type: none"> <li>□ We are assessing costs related to identified GHG emissions reduction actions.</li> <li>□ We have allocated annual funding and, where needed, confirmed other funding sources to support prioritized activities described in our local action plan.</li> </ul>	<ul style="list-style-type: none"> <li>□ We are assessing the value for money along with energy savings from identified projects.</li> <li>□ We are dedicating funding in our annual budget and capital plans to the implementation of activities outlined in our local action plan.</li> </ul>	<ul style="list-style-type: none"> <li>□ Our priority GHG emissions reduction activities are fully funded and we have processes in place to assess new emissions reduction opportunities.</li> </ul>	<p>The City has identified and approved several facility upgrades that could result in decreased emissions and energy costs. Staff consider cost and emissions when developing business cases. The Energy Management Plan provided cost estimates in its analysis, but did not calculate emissions reduction.</p>

Appendix B: FCM Maturity Scale Mitigation—Community Emissions

Competency: Policy

Putting in place context-specific policies that support the implementation of a vision to reduce local GHG emissions.

	Concept Level		Milestone 1		Milestone 2		Milestone 3		Milestone 4		Milestone 5		
	Working on Concept Level ✓	Completed Concept Level	Working on Milestone 1 ✓	Completed Milestone 1	Working on Milestone 2	Completed Milestone 2 ✓	Working on Milestone 3	Completed Milestone 3 ✓	Working on Milestone 4 ✓	Completed Milestone 4	Working on Milestone 5	Completed Milestone 5	
Maturity Level	We have defined expectations for improving our capacity to reduce GHG emissions. We are aware of applicable provincial/territorial requirements and available resources to support our efforts		We have a GHG emissions inventory in place, which was mandated		We have set our GHG emissions reduction target, which has been informed by targets set by relevant stakeholders.		We have developed a local action plan to guide emissions in our municipality		We are implementing the GHG emissions reduction activities in our local action plan.		We are continually monitoring progress in our GHG emissions reduction activities and reviewing opportunities for improvements in our local action plan and municipal processes.		A local action plan was completed in 2004. <sup>1</sup> While many items were implemented, they were mainly one-off programs and projects without ongoing renewal. The local action plan is rarely referenced or reported on.
Outcomes	You have completed a specific milestone when you can demonstrate evidence of the outcomes below.												
Policy and objectives	✓ We have reviewed any applicable provincial/territorial requirements for climate change action.		☐ N/A		✓ We have set an emissions reduction target.		✓ We have prepared a local action plan that outlines specific activities we will engage in to reduce emissions through municipal operations or in the wider community. <sup>2</sup>		✓ We are implementing GHG reduction initiatives identified in our local action plan, as per our implementation schedule. ✓ There are clear links between our local action plan and our municipal planning documents.		☐ We have processes in place to regularly review our local action plan, assess progress against targets and make adjustments. ☐ Consideration of the emissions target is integrated into other guiding municipal plans and policy decisions.		Whitehorse’s community emissions reduction target was established and approved through the Whitehorse Sustainability Plan. The target consists of a per capita reduction of 20% and a total reduction of 6% by 2030 over 2014 figures.
Alignment with broader	✓ We have reviewed any applicable provincial/territorial requirements for		☐ N/A		☐ Our target has been informed by targets set by adjacent municipalities, our provincial/territorial		✓ Our local action plan considers any regulatory requirements by our provincial government.		☐ We are seeking ways to align the steps in our local action plan with those of neighbouring		☐ We are reporting progress to relevant bodies outside of our municipality, for knowledge-sharing		There are few territorial regulatory requirements for emissions reduction.

<sup>1</sup> Local Action Plan (LAP) to Reduce Energy and Greenhouse Gas Emissions for City Operations and the Community, February 2004.  
<sup>2</sup> Some municipalities may choose to produce two separate local action plans — one that is focused on municipal operations and another for the wider community. FCM recommends focusing first on municipal operations.

policy context	climate change action.		government, or the Government of Canada.		municipalities, upper-tier municipalities, community partners, and the provincial/territorial government.	purposes (e.g. provincial/territorial government, PCP program, etc.).	
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**Competency: Human resources and governance**  
*Ensuring staff and council are equipped with the mandate, understanding, skills and knowledge needed to increase capacity for reducing municipal GHG emissions.*

	Concept Level		Milestone 1		Milestone 2		Milestone 3		Milestone 4		Milestone 5		
	Working on Concept Level	Completed Concept Level	Working on Milestone 1	Completed Milestone 1	Working on Milestone 2 ✓	Completed Milestone 2	Working on Milestone 3	Completed Milestone 3 ✓	Working on Milestone 4	Completed Milestone 4	Working on Milestone 5	Completed Milestone 5	
Maturity Level	We have assigned staff members to lead our GHG emissions reduction work and have the support of council to begin.		We have assigned <b>dedicated staff</b> to develop and maintain a GHG emissions inventory, prepared with input from relevant stakeholders.		Our <b>GHG emissions reduction target</b> has been approved by council.		Our <b>local action plan</b> has been approved by council and informed by relevant municipal and community stakeholders.		Our dedicated staff are implementing our GHG emissions reduction activities and are providing regular progress reports to our governance body or authority.		Our dedicated staff are continually monitoring progress in our GHG emissions reduction activities and reviewing opportunities for improvement.		While the City has reached these milestones, there is still work to be done to bring meaning to the targets, and to refresh the local action plan.
Outcomes	You have completed a specific milestone when you can demonstrate evidence of the outcomes below.												
Governance	✓ The high-level value proposition for GHG emissions reduction is known and accepted. ✓ We have a council resolution to join the PCP Program (if applicable).		✓ We have the support of council and senior management to work on GHG emissions reduction.		✓ Our emissions reduction target has been approved by council.		❑ A governance body or authority has been identified, that will monitor the implementation of our GHG emissions reduction initiatives. ✓ Our local action plan for municipal and/or community-wide emissions reduction has been approved by council.		❑ We provide regular progress reports to our governance body or authority. ❑ We are integrating our emissions reduction targets and objectives into municipal decision-making processes.		❑ Council understands the co- benefits of municipal GHG emissions reduction and supports continuous improvement to our local climate change work. ❑ Council and department heads have a process in place to consider emissions reduction in all		Council declared a climate emergency by resolution in September 2019. Council has approved a variety of plans that recommend action to reduce GHG emissions.

						applicable investment and policy decisions.	
Roles and Responsibilities	<input type="checkbox"/> We have established an inter-departmental climate team <sup>2</sup> to prepare our GHG emissions inventory.	<input type="checkbox"/> Our inter-departmental climate team <sup>3</sup> have received any necessary training for compiling and analyzing data in our GHG emissions inventory.	<input checked="" type="checkbox"/> We have consulted with municipal departments and local organizations that are in a position to reduce GHG emissions. <input checked="" type="checkbox"/> We have tasked relevant municipal departments and local organizations with developing parts of the local action plan that relate to the activities they will be undertaking..	<input checked="" type="checkbox"/> Roles and responsibilities for implementing GHG emissions reduction activities are clearly defined. <input type="checkbox"/> There is ownership within relevant municipal departments and local organizations of specific activities identified in our local action plan	<input type="checkbox"/> The municipal departments and local organizations identified in our local action plan are implementing their respective GHG emissions reduction activities.	<input type="checkbox"/> We continue to review and revise roles and responsibilities to ensure longer-term sustainability our GHG emissions reduction efforts.	City departments understand their potential roles in emissions reduction. The City workplace culture doesn't impel emissions reduction through service delivery; however, some departments do bring forward emissions reduction projects that may or may not be supported through plans or policies.
Stakeholder Engagement	<input type="checkbox"/> We are engaging with the public and relevant community groups to inform our GHG emissions inventory. <input type="checkbox"/> We have actively engaged our relevant utilities for data gathering and alignment of efforts.	<input type="checkbox"/> We have established relationships with utilities for ongoing access to data to inform our inventories.	<input type="checkbox"/> We have engaged the public and relevant community groups in defining our emissions reduction target.	<input checked="" type="checkbox"/> We have engaged the public and relevant community groups to inform our local action plan for the community.	<input type="checkbox"/> We have engaged relevant community groups to implement our local action plan for the community.	<input type="checkbox"/> We regularly engage with stakeholders to recognize their efforts, share our joint successes, and build new partnerships to improve our approach to GHG emissions reduction. <input type="checkbox"/> Our progress reports are regularly made available to the public.	The City has done substantial public and stakeholder engagement on various sector plans that address climate change mitigation. Notable are the OCP; the Transportation Demand Management and Bicycle Network Plans; and the Solid Waste Action Plan.

<sup>3</sup> It is recognized that in smaller municipalities, only one person may be tasked with preparing a GHG emissions inventory. In some cases, municipalities may also choose to engage external stakeholders to carry out this work.

Competency: Technical capacity

Preparing the tools needed to reduce GHG emissions and track progress.

	Concept Level		Milestone 1		Milestone 2		Milestone 3		Milestone 4		Milestone 5		
	Working on Concept Level ✓	Completed Concept Level	Working on Milestone 1	Completed Milestone 1	Working on Milestone 2	Completed Milestone 2	Working on Milestone 3	Completed Milestone 3	Working on Milestone 4	Completed Milestone 4	Working on Milestone 5	Completed Milestone 5	
Maturity Level	We are gathering the data we need to begin preparing a GHG emissions inventory.		We have completed our municipal and community-wide GHG emissions inventory.		We have used our available data and future forecast to set a GHG emissions reduction target.		We have identified options for funding our GHG emissions reduction activities that we have identified in our local action plan. We are using our tools and systems to track the performance of our GHG emissions reduction activities.		We are using our tools and systems to track the performance of our GHG emissions reduction activities.		We continuously improve our approach to performance measurement and reporting of our GHG emissions reduction.		While a community emissions inventory was completed in 2002, it has not been updated. Several accounting protocols have been standardized for community reporting.  The energy tracker is used for corporate emissions only, not community emissions
Outcomes	You have completed a specific milestone when you can demonstrate evidence of the outcomes below.												
Data and Performance Management	✓ We are connected to relevant technical support organizations that can help us through the process. ☐ We are identifying relevant data sources and compiling available data for our emissions inventory.		✓ We have completed a municipal and community GHG emissions inventory. <sup>4</sup> ☐ We are tracking data sources and any assumptions that we are making about available data. ☐ We have completed a forecast of future GHG emissions, based on a business as usual scenario. <sup>5</sup>		☐ We are using available data and our forecast of future GHG emissions reductions to inform the development of our local action plan. ☐ We have considered several emissions reduction targets, balancing ambition with feasibility.		✓ We have identified opportunities for emissions reduction and have quantified them.		☐ We are monitoring the performance of the initiatives that are we implementing through the local action plan. ☐ We have processes in place to identify new opportunities for emissions reduction.		☐ We continually seek improvements in data quality to support the GHG emission reduction action plan. ☐ We have processes in place to regularly review our approach to monitoring and performance measurement.		The City refers to the Yukon-wide figures for GHG emissions for information on general trends and sources. While a community emissions inventory was completed in 2002, it is not current.
Technical Tools	☐ We are exploring suitable tools and systems		☐ We have secured an appropriate tool for cataloguing our GHG emissions inventory. <sup>6</sup>		☐ The reductions targets have been informed by technical analysis of the types of		☐ Tools and systems are in place to track progress in our GHG emissions reduction.		☐ We are monitoring the effectiveness of our tools for tracking GHG emissions reduction.		☐ We continually improve our tools and systems for tracking		

<sup>4</sup> The inventory should clearly indicate emission intensity values or coefficient values for all energy types (including electricity).

<sup>5</sup> PCP recommends generating a forecast for the next 10 years.

<sup>6</sup> PCP recommends using the PCP Milestone Tool.

	for our GHG emissions inventory. ✓ We are becoming familiar with the protocols and research that will enable our actions to achieve the milestones.		actions required to achieve them.			GHG emissions reductions.	
Economic Considerations	<input type="checkbox"/> We have allocated funding for acquiring relevant data, technical tools and systems.	<input type="checkbox"/> Our inventories consider GHG emissions and energy consumption alongside associated financial expenditures on energy.	<input type="checkbox"/> We are assessing costs related to achieving the identified GHG emissions reduction targets.	<input type="checkbox"/> We are assessing costs related to identified GHG emissions reduction actions. <input type="checkbox"/> We have allocated annual funding and, where needed, confirmed other funding sources to support prioritized activities described in our local action plan.	<input type="checkbox"/> We are assessing the value for money along with energy savings from identified projects. <input type="checkbox"/> We are dedicating funding in our annual budget and capital plans to the implementation of activities outlined in our local action plan.	<input type="checkbox"/> Our priority GHG emissions reduction activities are fully funded and we have processes in place to assess new emissions reduction opportunities.	The City considers the costs of capital projects as a whole, not specifically the cost of emissions or benefits of emissions reduction.



Appendix C: FCM Maturity Scale Adaptation

Competency: Policy

Putting in place policy and objectives related to the development of an environment and vision that supports local climate adaptation.

	1		2		3		4		5		
	Concept Level		Preliminary Level		Implementation Level		Operational Level		Continuous Improvement Level		
	Working on Level 1	Completed Concept Level	Working on Level 2	Completed Level 2	Working on Level 3	Completed Level 3	Working on Level 4 ✓	Completed Level 4	Working on Level 5	Completed Level 5	
Maturity Level	We have set expectations for our work on climate adaptation. We have the support we need to begin preparing a policy.		We have drafted a climate adaptation policy and have prepared strategic guidelines that will inform the development of an adaptation plan and other adaptation initiatives.		We have adopted our climate adaptation policy and are using it to guide our actions, and have drafted an adaptation plan. We have established performance measures to monitor progress.		We have a climate adaptation plan in place and are managing climate risks. We are using performance measures to track the progress and outcomes of our climate adaptation initiatives.		We are continually improving our understanding of climate risks and our approach to managing these risks.		The Whitehorse Climate Change Adaptation Plan (“WhiteCAP”) was completed by an interagency committee, and identifies high-priority risks and adaptations by sector.
Outcomes											
Policy and objectives	✓ We have looked at policy issues and constraints surrounding climate change adaptation within our community		❑ We have developed a policy that details our organizational commitment to climate adaptation.  ❑ Senior management and council have endorsed the policy.		❑ We are starting to use the policy objectives to guide our broader corporate plans and actions. ❑ We have drafted an adaptation plan detailing specific initiatives and processes.		✓ Senior management and council have endorsed the adaptation plan.  ✓ Climate risks are managed in terms of levels of service, operations, and maintenance, in accordance with the policy.		❑ We are validating and refining corporate, service and adaptation objectives based on the evolving needs of our community.		<p>The City has made progress on some items in the WhiteCAP, largely incidental to the pursuit of other objectives. As a result, setting adaptation targets, monitoring, and ongoing review and improvement has not been coordinated or intentional. Progress on WhiteCAP recommended actions are listed in Appendix D.</p> <p>Adaptation is implicit in several other City plans, policies, and bylaws. These include the OCP, the Whitehorse Sustainability Plan, and several bylaws. The City is actively working on a Local Food and Urban Agriculture Plan and a Wildfire Risk Reduction Strategy.</p>
Strategy and Framework	❑ We have defined objectives and committed to taking a concerted approach to managing climate risks.		❑ We have engaged senior leadership in identifying strategic-level climate risk categories across the municipality.		✓ We are beginning to integrate climate risk considerations into our asset management practices.		❑ There are clear links between the climate adaptation plan, asset management practices, and other strategic corporate efforts.		❑ We are continually improving our understanding and management of strategic-level climate risks.		While there has been some progress on asset management, climate risk has not been considered strategically. Departments respond to immediate risks at an operational level as needed.
Measurement and Monitoring	❑ We have articulated the expected benefits and outcomes of climate adaptation to council and internal stakeholders.		❑ We have developed guidelines and criteria for local or regional adaptation initiatives.		❑ We have established performance measures to monitor progress on climate adaptation, outcomes, and community benefits.		❑ We monitor progress on the climate adaptation plan and the implementation of adaptation initiatives.		❑ We are monitoring performance and using the feedback to prioritize and make ongoing refinements and improvements.		There is little to no measurement or monitoring of climate risks and adaptation progress at the strategic level.



Competency: Human resources and governance

Ensuring staff and council are equipped with the mandate, understanding, skills and knowledge needed to support local climate adaptation.

	1		2		3		4		5		
	Concept Level		Preliminary Level		Implementation Level		Operational Level		Continuous Improvement Level		
	Working on Level 1 ✓	Completed Concept Level	Working on Level 2	Completed Level 2	Working on Level 3	Completed Level 3	Working on Level 4	Completed Level 4	Working on Level 5	Completed Level 5	
Maturity Level	We have council support <sup>1</sup> to establish a cross-functional climate adaptation team. <sup>2</sup>		We have established a clear mandate for our climate adaptation steering committee <sup>2</sup> . Council has approved use of funding for internal or external awareness raising regarding climate risks and potential adaptation		Our climate adaptation steering committee and team have clear responsibility and the support needed for preparing a draft climate adaptation plan.		Our climate adaptation plan is in place. Our climate adaptation team is guiding and supporting climate adaptation on an ongoing basis, and has ongoing council support. Adaptation-related roles and responsibilities are operationalized.		Our staff and council are continually improving our understanding of climate risks and our approach to managing them.		
Outcomes											
Cross-functional groups	<input type="checkbox"/> We have appointed a climate adaptation team to examine current and future climate change risks and to identify potential adaptation opportunities or initiatives.		<input type="checkbox"/> We have appointed a cross-functional climate adaptation steering committee <sup>2</sup> to oversee planning and deployment of climate adaptation initiatives by the climate adaptation team.		<input type="checkbox"/> The climate adaptation team, with oversight from the steering committee, is developing and will manage a climate adaptation plan.		<input type="checkbox"/> Our climate adaptation team has been made permanent to provide ongoing communication, support and guidance on adaptation across the organization.		<input type="checkbox"/> Our climate adaptation team and steering committee support the continuous improvement of our climate adaptation initiatives.		The City currently does not dedicate staff or a committee to climate change adaptation. The 2020 operational budget includes the addition of one full-time Environmental Coordinator which will enable the City to dedicate one full time staff person to climate change action. Departments implement adaptive measures operationally when needed to continue service delivery or manage hazards. Other than the new planned staff position, operational funding is not earmarked for adaptation efforts, although many positions do address adaptation issues in the course of their work.
Aligned culture	✓ Staff/council have a basic understanding of risks posed by climate change to infrastructure, natural assets and operations.		<input type="checkbox"/> Our climate adaptation team raises awareness of local climate risks and builds buy-in for potential adaptation initiatives.		<input type="checkbox"/> Climate- adaptation-related roles and responsibilities are clearly identified and communicated for staff in key departments.		<input type="checkbox"/> Climate risks are managed in terms of levels of service across our organisation.		<input type="checkbox"/> Climate change considerations are influencing how we optimise decisions on assets and service delivery.		

<sup>1</sup> Council support is defined as a formal council resolution or adoption of bylaws, studies, master plans or policies that confirm formal support from elected officials.

<sup>2</sup> Members of the climate adaptation team or steering committee may wear many hats within their organization, and may also hold responsibility for other initiatives (e.g. asset management). It is also recognized that in smaller municipalities, members may sit on both the climate adaptation team and climate adaptation steering committee. Some municipalities may choose to engage external stakeholders in their climate adaptation team or climate adaptation steering committee, or in both groups, but it is recommended that there be a strong level of internal representation.

Stakeholder engagement	✓ We have identified climate change and adaptation stakeholders within the community.	✓ We have completed some community consultation on our climate change vulnerability assessment and potential adaptation initiatives (see Level 2 of the Technical and Risk Management Capacity competency).	✓ We have completed community consultation on the climate change vulnerability assessment, potential adaptation initiatives, and climate impacts on levels of service.	<input type="checkbox"/> We communicate regarding climate change adaptation initiatives and progress on climate adaptation plan implementation, internally and externally.	<input type="checkbox"/> Staff or council members are recognized by peers and external stakeholders as adaptation resources, and engage with them to exchange knowledge. <input type="checkbox"/> There are ongoing mechanisms through which the community can be engaged in discussions or activities relating to local climate	There was broad interagency support for the WhiteCAP during its preparation. Public engagement on various planning projects encourages the public to consider the changing physical, social, and economic environment when providing feedback.
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**Competency: Technical and risk management capacity**  
*Preparing the tools needed to deliver adaptation initiatives and manage operations in a way that minimizes climate risk. (e.g. software, hardware, maps, models, etc.)*

	1		2		3		4		5		
	Concept Level		Preliminary Level		Implementation Level		Operational Level		Continuous Improvement Level		
	Working on Level 1 ✓	Completed Concept Level	Working on Level 2	Completed Level 2	Working on Level 3	Completed Level 3	Working on Level 4	Completed Level 4	Working on Level 5	Completed Level 5	
Maturity Level	We are exploring our technical needs and data gaps so that we can take steps to better manage our assets and reduce their vulnerability to climate change.		We have defined our technical gaps and are acquiring the necessary data and tools to conduct a vulnerability assessment of our infrastructure-based services.		We understand the priority climate risks to key infrastructure systems and are planning our monitoring and management approach for addressing them.		We understand ongoing climate risks to our assets and levels of service, and are planning adaptation initiatives to address them. We have data collection and analysis processes in place to support risk management and adaptation initiatives.		We continually improve our approach to strategic adaptation planning and reducing climate risk over the longer term.		The City is in the early phase of understanding the condition and performance of its assets. Data collection is inconsistent, which makes it difficult to assess current need, or plan for future demands.

Outcomes						
Data and performance management	<p>✓ We are compiling available data and identifying gaps related to asset performance, as well as observed and expected local climate change impacts.</p> <p><input type="checkbox"/> We are conducting a needs assessment for an information system to manage and track asset and climate data.</p>	<p><input type="checkbox"/> We are filling data gaps related to asset performance and local climate change impacts.</p> <p>✓ We have established appropriate operational and customer levels of service for priority assets.</p> <p><input type="checkbox"/> We have completed the needs assessment for our information system, and are exploring suitable options.</p>	<p><input type="checkbox"/> We have identified our priority assets for risk management, and are establishing processes for ongoing data collection on asset performance and climate change impacts.</p> <p><input type="checkbox"/> We have acquired an information system for managing and tracking data, and are currently implementing it and training relevant staff.</p>	<p><input type="checkbox"/> We have implemented our information system, trained relevant staff, and established processes for ongoing data collection related to asset performance.</p> <p><input type="checkbox"/> Our approach to climate change risk management and ensuring levels of service is well-documented.</p>	<p><input type="checkbox"/> We continually improve our approach to data collection and management; and practices and tools are in place to manage the quality and consistency of data.</p> <p><input type="checkbox"/> Flexibility is built into the processes and tools to make it easy to adapt them to a changing reality or changing conditions.</p>	<p>The City does have a pavement management regime where deterioration of roads is quantified in a standardized fashion and upgrades are tracked accordingly. A similar regime exists for the City's 12 bridges and culverts.</p> <p>The water and sewer network is inspected regularly in the course of operations. Observations and repairs are not standardized within a maintenance management framework, which makes tracking of climate change impacts challenging.</p> <p>Building performance is monitored through weekly and monthly inspections linked to preventative maintenance measures.</p>
Technical Tools	N/A	<p><input type="checkbox"/> We are conducting a needs assessment for other technical tools (e.g. models, software, maps, etc.) to support analysis of climate change impacts on established levels of service.</p>	<p><input type="checkbox"/> We have acquired or developed other technical tools and have completed a vulnerability assessment of our assets.</p> <p><input type="checkbox"/> We are identifying measures to address climate risks to levels of service, operations and maintenance, and capital projects as needed.</p>	<p><input type="checkbox"/> We are using our tools to monitor the effectiveness of our risk management practices and adaptation measures.</p>	<p><input type="checkbox"/> We continually improve our tools for analyzing climate impacts on established levels of service and managing climate risk.</p>	<p>The City uses some technical tools for monitoring, such as SCADA for utility systems. The City received an analysis of its asset management program in March 2019, which found that not much progress had been made since the 2015 assessment. Many of the recommendations in that report, if completed, would contribute to the City's ability to assess and manage climate change risk.</p>
Economic Considerations	<p>✓ We are exploring costs for accessing relevant data sources or acquiring necessary technical tools and systems for conducting a climate risk assessment of our assets.</p>	<p><input type="checkbox"/> We have allocated funding for acquiring relevant data, technical tools and systems, and/or training needed to conduct a detailed vulnerability assessment of our assets.</p>	<p><input type="checkbox"/> We are assessing costs related to adaptation initiatives that address immediate risks to our assets or levels of service.</p>	<p><input type="checkbox"/> We have allocated annual funding to implement priority adaptation initiatives and to manage operations in a way that reduces climate risks to our assets and service levels.</p>	<p><input type="checkbox"/> Our climate adaptation initiatives are fully funded and our operations are managed in a way that minimizes climate risk to our assets and service levels over the longer term.</p>	<p>The City has not allocated funds for adaptation, or considered systematically the financial impacts of climate change. This could largely be accomplished through an asset management program.</p>

## Appendix D: Proposed Budget Items Related to Climate Change (2020-2022)

Item		Status
<b>Projects supporting corporate mitigation</b>		
Capital	CGC waste heat recovery	Current
Capital	Fleet management study	Proposed
Operations	Capital Project Manager	Current
<b>Projects supporting community mitigation</b>		
Operations	Environmental Coordinator	Current
Operations	Transportation Engineer	Current
Capital	Asphalt Path Crossing	Proposed
Capital	Major sidewalk repairs	Current
Capital	Range Road/Two Mile Intersection	Proposed
Capital	Transit shelters and benches	Proposed
Capital	Transit route network and schedule	Proposed
Capital	Transit bus lane review	Proposed
Capital	City wide transportation study	Proposed
Capital	Transit real time passenger info and e-payment	Current
Capital	School Zone improvements	Proposed
<b>Projects supporting adaptation</b>		
Capital	Arkeel storm sewer	Proposed
Capital	Storm sewer upgrades	Proposed
Capital	Fuel abatement	Proposed
Capital	Water and sewer study	Proposed
Capital	Asset management	Current
Capital	Emergency management plan	Current
Capital	Snow dump development	Current
Capital	Tree nursery	Current
<b>Projects where corporate mitigation is possible</b>		
Capital	Condenser/water tower	Proposed
Capital	SUV purchase	Approved
Capital	Ice plant upgrades	Proposed
Capital	Takhini arena upgrade	Proposed
Capital	Transit building renovations	Proposed
Capital	Takhini Arena furnaces	Proposed

## Appendix F: Corporate Mitigation Options

FCM Maturity Scale Competency	Potential Action	Impact/Resources
Policy	Include GHG reduction in capital ranking criteria.	Staff time to develop criteria and methodology.
Policy	Identify corporate emissions reduction and energy savings as a Council strategic priority.	Staff time.
Human Resources and Governance	Include corporate emissions reduction, and corporate energy reduction in management performance agreements.	Staff time.
Human Resources and Governance	Hire permanent energy manager. This position is likely to result in permanent energy cost reduction.	Est. \$115,000/year minimum.
Technical Capacity	Bring forward budget submissions for priority actions identified by the temporary Environmental Coordinator, energy management.	Updated energy management plan will include business case.

## Appendix G: Community Mitigation Options

FCM Maturity Scale Competency	Potential Action	Impacts/Resources
Policy	Complete a community emissions inventory.	\$10,000-\$20,000.
Policy	Include GHG reduction in capital ranking criteria for community infrastructure projects.	Staff time to develop methodology. This is a difficult task for community emissions.
Policy	Identify community emissions reduction (generally or specific strategies) as a Council strategic priority.	Staff time.
Governance	Review emissions target. Council confirm or modify existing targets.	Staff time.
Governance	Direct departments to prioritize GHG reduction projects (i.e. identified in existing plans, strategies) for consideration in the capital budget process.	Staff time.
Policy	Update an action plan for meeting emissions targets, based on existing plans and replacement schedules.	Est. \$40,000 consultant contract.
Human Resources	Assign or hire staff dedicated to climate change for: <ul style="list-style-type: none"> <li>• data analysis</li> <li>• project management</li> <li>• grant-writing/financing</li> </ul>	Est. \$115,000/year per position.  *Council approved one new position for 2020 which would focus primarily on behaviour change.
Human Resources and Governance	Establish an inter-departmental climate team, including a senior manager, to oversee emissions reduction.	Est. \$20,000 for plus staff time for administrative support & committee reporting.

## Appendix H: Adaptation Options

FCM Maturity Scale Competency	Potential Action	Impacts/Resources
Policy	Address climate adaptation as an item in relevant administrative reports. This will help build corporate understanding of adaptation.	Staff time for analysis and content drafting.
Policy	Including adaptation in capital ranking.	Additional staff time to develop capital ranking criteria and for managers to address them in their submissions.
Policy	Prioritize actions identified in the WhiteCAP and other plans.	Costs to be approved through capital and operational budgets.
Policy	Update WhiteCAP or develop a new adaptation strategy focused on municipal operations.	Est. \$60,000 for consultant contract.
Human Resources and Governance (cross-functional groups)	Establish a cross-functional climate adaptation team of staff and a senior manager. This team could also focus on mitigation.	Est. \$20,000 and staff time for administrative support & committee reporting.
Policy	Identify climate adaptation (generally or specific aspects of adaptation) as a Council strategic priority.	Staff time.
Human Resources	Include adaptation in management performance agreements and consider staffing requirements as WhiteCAP and other adaptation-related plans/strategies are updated and approved.	Staff time and position costs.
Human Resources and Governance (aligned culture)	Implement City-wide or departmental training and resources to build staff capacity to address climate change.	Staff time. New funds for City-wide training est. \$30,000.

**CITY OF WHITEHORSE**  
**CORPORATE SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Laura Cabott

**Vice-Chair:** Stephen Roddick

March 2, 2020

Meeting #2020-05

- 
1. Budget Amendment – Puckett’s Gulch Stairs Rehabilitation Project  
Presented by Manager Taylor Eshpeter
  2. New Business



## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Corporate Services Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Budget Amendment – Puckett’s Gulch Stairs Rehabilitation Project

### **ISSUE**

Budget amendment for Puckett’s Gulch Stairs Rehabilitation Project

### **REFERENCE**

2019-2022 Capital Expenditure Program 240c01020  
Overall Site Plan

### **HISTORY**

The Puckett’s Gulch stairs were constructed on the escarpment at the end of Black Street in 2004 as part of the Transportation Showcase Project. In 2014 drainage issues began to appear, eventually producing glaciation so severe that the stairs became impassable and required considerable maintenance. In 2018 Stantec Consulting completed an engineering study and concluded that major structural repair work was needed within the next year to ensure public safety. The study included a rough budgetary estimate to complete the work. These estimates were used to inform the 2020 budget request.

### **ALTERNATIVES**

1. Amend the capital budget as recommended
2. Refer back to administration for further analysis

### **ANALYSIS**

The 2020 capital budget includes \$250,000 and was requested to council in 2019 for 2020 construction based on Stantec’s preliminary findings and rough order of magnitude estimate. In November 2019 ISL Engineering was hired and progressed the design to 65%. After advancing the design to the 65% stage it became evident that a full rehabilitation would require significantly more budget to properly address the drainage issues and provide adequate footings for the structure. The constructability of the project has changed from an in-place rehabilitation to a full deconstruction and re-build. The updated budget estimate of \$400,000 includes the following additional items that were not part of the original scope:

- 1) Full replacement of several landings
- 2) Screw pile footings rather than wooden blocks at grade
- 3) Improved lighting

Gas Tax funding in the amount of \$400,000 in has been secured for this project.

### **ADMINISTRATIVE RECOMMENDATION**

THAT the 2020 to 2023 capital expenditure program be amended by increasing the 2020 project number 240c01020 in the amount of \$150,000, funded by Gas Tax funding.



SCALE:	1:1000	DRAWN:	RSC
DATE:	FEB 2020		

PUCKETT'S GULCH STAIRS  
REHABILITATION



**CITY OF WHITEHORSE**  
**CITY PLANNING COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Jan Stick

**Vice-Chair:** Samson Hartland

March 2, 2020

Meeting #2020-05

- 
1. Housing Development Incentive – 11 Tarahne Way  
Presented by Manager Mélodie Simard
  2. Acquisition of the Skateboard Park  
Presented by Manager Pat Ross
  3. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Planning Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Housing Development Incentive Agreement – 11 Tarahne Way

### **ISSUE**

Housing Development Incentive Agreement for a 87 unit rental housing development in Whistle Bend.

### **REFERENCE**

- Housing Development Incentives Policy
- Housing Development Incentive Agreement
- City Grantmaking Policy
- Zoning Bylaw 2012-20

### **HISTORY**

The City has received an application for an incentive under the Housing Development Incentive Policy from Sammy Hachem for the construction of 87 rental housing units on Tarahne Way. This development meets the criteria for the Rental and Supportive Housing Development Incentive, and Administration is bringing a Development Incentive Agreement forward for Council approval.

Council approved the original Development Incentives Policy in 2011. Amendments were also adopted in 2015 and 2018. Major revisions to the Policy were approved in February 2020 and it was renamed to the Housing Development Incentives Policy to focus on Council's attainable housing strategic priority.

This policy is meant to encourage smaller, denser housing forms in targeted areas and rental and supportive housing. Under this policy, developments that meet the specified criteria are eligible for a reduction of Development Cost Charges (DCCs), a yearly monetary grant from the City, or both. The value of the grant would be based on the increase in taxation due to the improvements on the property.

Per the Policy, a Rental and Supportive Housing Development Incentive would grant a developer a reduction of DCCs and ten-year Economic Development Incentive (EDI) to a maximum of \$500,000 and is authorized through a development agreement with Council. Implementation is through a grant to the property owner after taxes have been paid in full.

### **ALTERNATIVES**

1. Approve the Development Incentive Agreement (attached).
2. Do not approve the Development Incentive Agreement.



## **ANALYSIS**

### **Project Details**

The proponent has provided appropriate site plans and construction drawings and has been issued a Development Permit for the project. The development consists of three apartment buildings containing one and two bedroom units. The property located at 11 Tarahne Way is 1.0 ha in size, resulting in a density of 87 u/ha.

This project conforms to all City zoning and building regulations and meets the criteria for a Rental and Supportive Housing Development Incentive. Therefore, Administration is bringing the Development Incentive Agreement forward for Council approval.

### **Housing Development Incentive Agreement**

The Development Agreement lists the maximum value of \$500,000, the timeline for the tax grant payments, and specifies that the building must be operated as rental housing for a minimum of 10 years, or the proponent will be required to repay the City for all grants disbursed. Other conditions that the developer/property owner must meet to remain eligible for the grants are also specified.

The Development Incentive Agreement will also state that the units may not be used for the purposes of a short term rental.

The applicant has agreed to the terms and signed the Agreement.

### **City Grantmaking Policy**

The City Grant-Making Policy states that cumulative grants per organization shall not exceed a total of \$50,000 per year. It is possible that this application may result in grants in excess of \$50,000 per year. Therefore, pursuant to the Housing Development Incentive Policy, Administration is recommending that Council provide an exception to the Grantmaking Policy.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council approve a Housing Development Incentive Agreement with respect to a Rental and Supportive Housing Development Incentive for an 87 unit rental housing development at 11 Tarahne Way; and

THAT Council approve an exemption from the City Grantmaking Policy for the proponent of this Housing Development Incentive Policy application.

## **HOUSING DEVELOPMENT INCENTIVE AGREEMENT**

THIS Housing Development Incentive Agreement made in triplicate as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**THE CITY OF WHITEHORSE**  
a municipal corporation  
(hereinafter called “the City”)

**BEING THE PARTY OF THE FIRST PART**

**AND:**

**536754 YUKON INC**  
(hereinafter called “the Developer”)

**BEING THE PARTY OF THE SECOND PART**

**IN RESPECT OF:**

**Lot 118**  
**Whistle Bend Subdivision**  
**Whitehorse, Yukon Territory**  
**Plan 2015-0011 LTO**

(hereinafter called the “Subject Land”)

### **1) PREAMBLE**

WHEREAS the Developer is the registered owner of the Subject Land in fee simple; and

WHEREAS under Development Permit **2020-0038** the Developer applied under the City’s Housing Development Incentives Policy (the “Policy”) for a Rental and Supportive Housing Development Incentive in relation to the development of 87 rental housing units, which are maintained for a minimum of ten years (hereinafter called the “Development”), to be constructed on the Subject Land; and

WHEREAS the Whitehorse City Council, being satisfied that the development qualifies for a Rental and Supportive Housing Development Incentive in accordance with section four (4) of the “DEVELOPMENT INCENTIVES” section of the Policy, is given the authority to approve the application for a Rental and Supportive Housing Development Incentive and the entering into of this Housing Development Incentive Agreement.

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the parties agree as follows:

### **2) PROVISION OF HOUSING DEVELOPMENT INCENTIVE GRANT**

- a) Provided that the Developer pays the full amount of the property taxes owed to the City in relation to the residential component of the Subject Land, the City shall, for ten years, commencing in the property tax year following occupancy approval for the Development, grant 100% of the increase of the property taxes for the residential component of the

Subject Land resulting from the construction of the Development determined in accordance with the provisions of the Policy (the "Property Tax Increase"), up to a maximum of \$500,000.00 in total (the "Grant").

- b) Payment of the grant will begin once the Development has received occupancy permits for all units. Any taxes paid to the City prior to occupancy will not be eligible for a grant under this policy. The Housing Development Incentive Agreement may be revoked and cancelled if occupancy has not been granted within five years of issuance of building permits for the Development.
- c) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant is conditional upon:
  - a. not being used for short-term (less than one month) or nightly rental. If an eligible unit is used for short-term or nightly rental prior to completion of the term set out in the Development Incentives Agreement, the Agreement will become void and the owner will be required to repay the development incentives and/or TGI received to date;
  - b. meeting the Visibility Criteria and Conditions in the City Grantmaking Policy;
  - c. the City passing a by-law each year authorizing the Grant for that year; and
  - d. the Developer submitting an annual written request for the Grant to Planning and Sustainability Services by August 1 in each year.
- d) The Developer acknowledges that a condition to receiving the Grant is the continued ownership of at least four (4) rental housing units for a minimum of ten years, and in the event that the Developer transfers ownership, partial ownership, or implied interest in ownership of any parcel of the Subject Land against which this Housing Development Incentive Agreement is registered, or uses the Subject Land for short term rental accommodation, without the written consent of the City, then the full amount of the Grant paid by the City to the Developer up to that date shall be repaid immediately by the Developer to the City, and to secure the repayment of the Grant, the Developer hereby mortgages to the City all of its estate and interest in the Subject Land. The Developer will also be required to pay the full fee for Development Cost Charges related to the Development.
- e) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that any Building Permit associated with the Development is cancelled due to inactivity or failure to obtain a final occupancy approval for the Development within a reasonable period of time.
- f) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that the Developer is in arrears of paying its municipal taxes for the Subject Land for a period of thirty days or more.

### **3) ASSIGNABILITY OF HOUSING DEVELOPMENT INCENTIVE AGREEMENT**

- a) This Housing Development Incentive Agreement and any of the rights or obligations created hereunder may be assigned or transferred by the Developer to a subsequent purchaser of the Subject Land.
  - i. It is understood between the parties that in the event that the Developer assigns any of its duties or obligations herein granted to it by the City pursuant to this Agreement, that the City, at its sole option, has the full right to request that a further Housing Development Incentive Agreement be entered into by the assignee or transferee; and, where requested by the City, that no assignment of this Housing Development Incentive Agreement shall be permitted unless the proposed assignee or transferee enters into such new Agreement.

- ii. The right of the assignee or transferee to receive the Grant and the obligation of the City to provide the Grant is conditional upon the assignee or transferee being endorsed as the registered owner of the Subject Land on a current Certificate of Title filed at the Yukon Land Titles Office.

**4) NOTICES**

- a) Whenever, under the provision of this Housing Development Incentive Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may (except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

**THE CITY OF WHITEHORSE**  
**ATTENTION: Manager, Land and Building Services**  
2121 Second Avenue  
Whitehorse, Yukon  
Y1A 1C2  
Fax: (867) 668-8395

and in the case of the Developer:

**536754 YUKON INC**  
**ATTENTION: Sammy Hachem**  
28 Winze Place  
Whitehorse, YT Y1A 0A9



a) This Housing Development Incentive Agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

**THE CITY OF WHITEHORSE, per:**

(SEAL)

**OWNER:**

**Sammy Hachem, President**

**Witness Signature**

**Print Name:**

NAME: **Sammy Hachem, President**  
(print full name of officer or director)

1. I am an officer or director of **536754 YUKON INC.**
2. The above named body corporate is in good standing and legally entitled to hold and dispose of property in Yukon.
3. I have authority to execute the annexed instrument on behalf of the above named body corporate, without using a seal.
4. The above facts are true to the best of my knowledge, information and belief.

(Signature)  
**Sammy Hachem, President**

*\* All Notaries and Commissioners outside of Yukon must affix seal*

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Planning Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	March 2, 2020
<b>RE:</b>	Acquisition of the Skateboard Park

### **ISSUE**

Acquisition of Second Haven Skateboard Park in Riverdale from the Government of Yukon (YG).

### **REFERENCE**

- Zoning Bylaw 2012-20
- *Municipal Act*
- Land Acquisition Bylaw 2020-16
- Location Sketch
- Official Community Plan (2010)
- Bylaw 2020-07 and Appendix A
- 2020-2022 Operating Budget
- Draft Service Agreement

### **HISTORY**

Second Haven Skateboard Park, located at the north end of the Riverdale education reserve, is 22 years old and in need of a re-build to address several deficiencies and safety issues. The City currently provides limited maintenance of the facility, but does not own the facility and has never had a formal agreement with the land owner, Government of Yukon (YG) to maintain the facility.

The City and YG have been in discussions for several years over the potential for the City to formally take over the Skateboard Park. In those discussions, the City has indicated willingness to assume responsibility and maintenance of the facility on the condition that the facility be rebuilt to current standards. YG is currently concluding the design phase of the rebuilding process and is working towards issuance of a tender for the construction of the project.

An amendment to the zoning boundary is required to bring the entire skateboard park acquisition area into the PS–Public Service zone. A portion of the area is currently zoned PG–Greenbelt. In addition, an amendment to the zoning designation of the City-owned Block 284, Plan 66964 LTO from PG–Greenbelt to PU–Public Utility is required to bring the existing use (sanitary lift station) into conformance with current zoning regulations.

In the event that Council approves Land Acquisition Bylaw 2020-07, YG will transfer ownership of the land and maintenance responsibility for the Skateboard Park to the City upon substantial completion of the rebuild project. A service agreement between YG and the City has been drafted which outlines the roles and responsibilities of each party. Administration is seeking Council approval by resolution to sign the agreement. The land acquisition bylaw and zoning amendment are being advanced concurrently.

## **ALTERNATIVES**

1. Advance acquisition of the Second Haven Skateboard Park per the recommended approvals.
2. Do not advance acquisition of the Skateboard Park.

## **ANALYSIS**

Three components of this project require consideration by Council:

1. A zoning amendment (Bylaw 2020-07) to address zoning considerations;
2. A draft service agreement between the City and YG that will set out the terms under which the Skateboard Park will be rebuilt to city standards prior to acquisition; and
3. A land acquisition bylaw (Bylaw 2020-16) to authorize the acquisition.

### **1. Bylaw 2020-07 (Zoning Amendment)**

#### **Development Proposal**

The existing skateboard park is being demolished and a new facility will be built to current standards by YG. The new facility is larger than the existing facility and would encroach slightly into the PG zone.

If approved by Council through the acquisition bylaw, YG will transfer ownership of the new facility to the City by subdividing Lot 1150 (the education reserve) to create a new lot encompassing the skateboard park. The zoning boundary would follow the newly created lot.

The boundary of Block 284 will be realigned to ensure the new skateboard park will be fully located within the proposed new lot. Currently a portion of the proposed new skateboard park encroaches into Block 284.

#### **Official Community Plan (OCP)**

The OCP designation of the area is Residential–Urban. Section 10.6.3 of the OCP states that park and outdoor recreation sites are appropriate within the Residential–Urban designation. The lift station is a component of the sanitary system serving the Riverdale neighbourhood and is therefore appropriate within this designation.

#### **Schedule**

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	March 2, 2020
First Reading:	March 9
Public Hearing:	March 30
Report to Committee:	April 6
Second and Third Reading:	April 14

## **Next Steps**

If Council adopts the zoning amendment, administration will be in a position to approve the subdivision of Lot 1150 when YG submits an application. This subdivision will enable YG to transfer the land to the City in the event that Council approves the land acquisition bylaw.

## **2. Draft Service Agreement**

The Service Agreement is similar to a Development Agreement in that its purpose is to identify roles and responsibilities in the construction of infrastructure which will eventually become property of the City. The agreement states that YG will manage the design and construction of the facility and transfer it to the City upon substantial completion. The agreement also outlines the agreed standards of design and construction of the facility.

If Council does not approve the agreement, YG may choose not to proceed with the project and issuance of a tender for construction of the facility.

## **3. Bylaw 2020-19 (Land Acquisition)**

Transfer of the land will secure the City's tenure of the skateboard park. There will be no cost to the City to acquire the land – the cost for the land is a nominal amount, and survey costs will be paid by YG.

YG may require an easement to secure emergency access through the parcel to the north end of the running track located within the education reserve. The City may grant this easement at time of transfer or at a later date once YG has identified specific access requirements to the track. Should an easement be determined to be required, it would be approved administratively by the City's Director of Development Services.

The land acquisition bylaw is being advanced concurrently with the zoning amendment bylaw. In order to ensure the procedural integrity of the zoning amendment process, Administration is recommending that second and third reading of Land Acquisition Bylaw 2020-16 be deferred to coincide with the second and third reading of Zoning Amendment Bylaw 2020-07.

Upon substantial completion and acquisition of the facility by the City, operations and maintenance will be performed by the City's Parks and Community Development Department, and has been approved through the recently adopted 2020-2022 Operating Budget.

If Council adopts the acquisition bylaw, YG will submit an application to subdivide Lot 1150. The subdivision application can be approved administratively, as it will result in creation of fewer than six lots.

If Council does not adopt the land acquisition bylaw, the City will not have secure tenure to the land and the ongoing maintenance responsibilities would need to be established under separate agreement.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct:

- THAT Bylaw 2020-07, a bylaw to amend the zoning of a portion of Lot 1150, Plan 98-47 LTO and Block 284, Plan 66964 LTO to allow for boundary realignments with respect to the Second Haven Skateboard Park and the sanitary lift station, be brought forward for consideration under the bylaw process; and
- THAT Administration be authorized to sign the Service Agreement between Government of Yukon and the City of Whitehorse for construction and transfer of the new skateboard park in Riverdale; and
- THAT Bylaw 2020-16, a bylaw to acquire a portion of the Riverdale Education Reserve from the Government of Yukon for the purpose of owning and operating a skateboard park, be brought forward for consideration under the bylaw process; and
- THAT second and third reading of Land Acquisition Bylaw 2020-16 be deferred to coincide with second and third reading of Zoning Amendment Bylaw 2020-07.

**CITY OF WHITEHORSE**  
**BYLAW 2020-07**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to correct the zoning of an existing public utility in the Riverdale area and allow for the subdivision and eventual transfer of land for the Second Haven Skateboard Park;

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a  $\pm 850$  m<sup>2</sup> portion of Lot 1150, Plan 98-47 LTO, located at 1001 Lewes Boulevard, and a  $\pm 200$  m<sup>2</sup> portion of Block 284, Plan 66964 LTO, located adjacent to Lewes Boulevard immediately south of Robert Campbell bridge, from PG–Greenbelt to PS–Public Service, as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a  $\pm 850$  m<sup>2</sup> portion of Block 284, Plan 66964 LTO, located adjacent to Lewes Boulevard immediately south of Robert Campbell bridge, from PG–Greenbelt to PU–Public Utility, as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon final passage thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

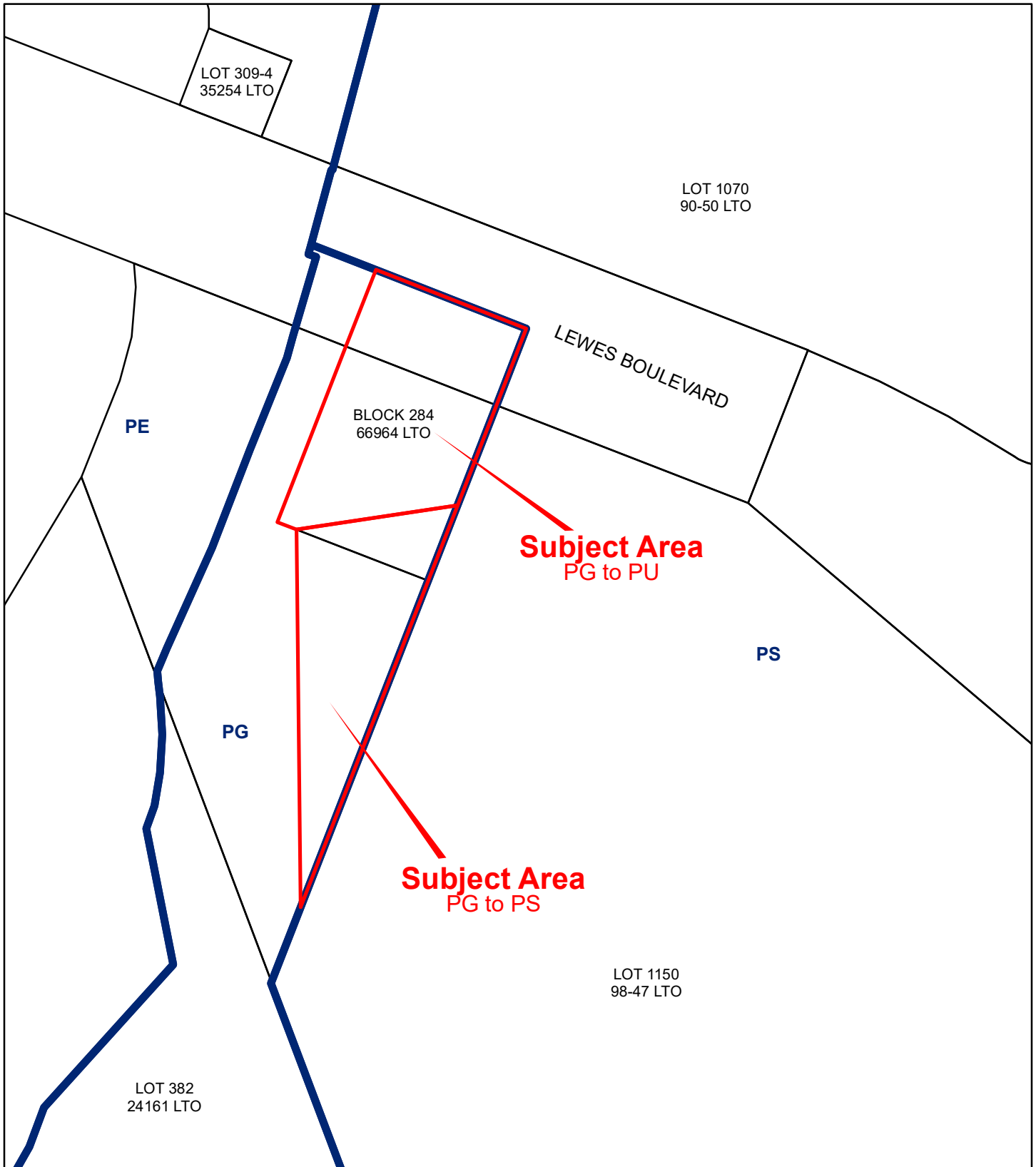
**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk



### BYLAW 2020-07

A bylaw to amend the zoning of Lot 1150, Plan 80942 CLSR and Block 284, Plan 64871 CLSR to allow for subdivision of Lot 1150 and boundary realignment to acquire the Skateboard Park.

### LEGEND



SUBJECT AREAS



# **Yukon-City of Whitehorse Agreement for Whitehorse Skate Park Upgrades**

**THIS AGREEMENT** made at Whitehorse, Yukon

**BETWEEN:**

**The Government of Yukon**, as represented by the Minister of Community Services,  
("Yukon")

**AND:**

**City of Whitehorse**, as represented by the Mayor, (the "Recipient")

Being collectively the parties (the "Parties") to this Service Agreement (the "Agreement").

**WHEREAS:**

- A. The Governments of Canada and Yukon have agreed to the *Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program* ("ICIP"), which provides funding based on certain terms and conditions for infrastructure investment that supports sustainable and inclusive communities, while driving economic growth;
- B. The Recipient wishes to replace the existing skate park with a new skate park in the same location to current design standards (the "Project");
- C. The Project has been approved for funding by Canada under ICIP;
- D. The City of Whitehorse is desirous to be the owner of the land on and under which the project will be built and, upon completion, will have all rights, title and ownership of the resulting infrastructure;
- E. Yukon Government and the City of Whitehorse are in agreement to transfer, subject to Council approval by bylaw the land that encompasses the facility from an Education Reserve to the City of Whitehorse for the purpose of operations and maintenance of the upgraded facility. Yukon Government will be responsible for all the costs (including survey) associated with the land transfer to the Recipient.
- F. Yukon and the Recipient wish to have Yukon manage the design and construction of the project on behalf of the Recipient.

**NOW THEREFORE** in consideration of the mutual promises contained herein, the Parties agree as follows:

## **1. This Agreement**

This Agreement, together with all the Schedules and appendices, shall be read collectively and constitutes the whole Agreement between the Parties, and no oral or written representations on its subject matter are valid unless incorporated in this Agreement.

## **2. Definitions and Interpretation**

### **2.1 In this Agreement:**

"Budget" means the total amount of revenues and expenses, including any 'in-kind' and 'own-resources' assistance, budgeted for the Project and detailing the use of Funds as set out in Schedule A;

"Effective Date" means the date of the last signature of this Agreement;

"Eligible Expenditures" means those costs of the Project eligible for reimbursement by Canada as set out in Schedule D (Eligible and Ineligible Expenditures);

“Fund” means the funding provided for the Project by Yukon under the ICIP;

“Operation & Maintenance Manuals” means the instructional manuals on how to operate and maintain the infrastructure produced for the Project by the contractor and design consultant;

“Project” means the activities and work plan conceptually described herein, and in more detail in Schedule A;

“Project Manager” means a Yukon employee who will coordinate and manage all aspects of the Project;

“Substantial Completion” is when the prime consultant hired by Yukon for the Project certifies the Project is substantially complete;

“Total Performance” is when the work has been completed, and all contractors have complied with the contracts and all orders, instructions and requests made pursuant thereto, both to the satisfaction of the prime consultant, and the engineer has issued a Certificate of Total Performance to the contractor(s);

“Warranty” means contractors and consultants (if required) are required to warrant the Project against deficiencies in materials or workmanship for the length of time indicated in their contract from the date of Substantial Completion;

“Working Day” is Monday through Friday, excluding statutory holidays.

- 2.2 In this Agreement, words importing a singular number shall include the plural and vice versa, as required by the context.
- 2.3 In this Agreement, headings are inserted only for convenience of reference and shall not affect its construction or interpretation.

### **3. Funding & Term**

- 3.1. The total expenditures on the Project will be based on actual costs, not to exceed \$3,500,000.
- 3.2. The Parties agree that the following are condition precedents for this Agreement and the Project:
- 3.2.1. That no issues arise in the case of an environmental assessment that would impact project budget or schedule;
- 3.2.2. money being appropriated by the Legislature for the purpose of this Agreement; and
- 3.2.3. Canada formally approving the Project and Budget as eligible under the Fund.
- 3.3. The term of this Agreement shall be from February 15, 2020 to October 31, 2022.

#### **4. Project Management**

- 4.1. The Recipient's Representative, (Manager, Land and Building Services) will act as a representative for the Recipient (the "Project Liaison"). The Project Liaison will act as the main contact for Yukon with regards to all communication on this project, they will also take part in design reviews and provide input to Yukon about the design and construction of the Project.
- 4.2. The Recipient will also identify an alternate to act on behalf of the Project Liaison when the primary Project Liaison is unavailable.
- 4.3. The Recipient will bear its own cost for the Project Liaison and any other Recipient employees.
- 4.4. Yukon will supply for this project, at no cost to the Recipient, a Project Manager who will coordinate and manage all aspects of the Project (the "Project Manager").
- 4.5. The Project Liaison will participate in regular meetings as requested, but at least monthly, and provide timely briefings on the Project to the Recipient's senior representatives including the Mayor and Council.
- 4.6. Yukon will have control of the management, administration and delivery of the Project, including but not limited to:
  - 4.6.1. tendering and selection of successful bidders, including contractors, engineering firms, and other consultants that may be required;
  - 4.6.2. oversight of the design, permitting and construction of the Project, including related interaction with consultants and contractors; and
  - 4.6.3. capital financial requirements for the design and construction of the Project.
- 4.7. Yukon will make reasonable efforts to complete the Project within the Budget and in accordance with the Work Plan attached to this Agreement as Schedule A.

#### **5. Project Design Review Process**

- 5.1. During design there will be a design review process that includes several stages where the Recipient and Yukon will discuss and provide input on project design documents (the "Design Review"). The stages of Design Review are identified in Schedule B.
- 5.2. Each Design Review will entail a detailed review of the design by, at least, the Project Liaison and the Project Manager culminating in written comments regarding the design by the Project Manager and the Project Liaison.
  - 5.2.1. All comments on the design by the Project Liaison must be submitted in writing via email to the Yukon appointed Project Manager; comments must be submitted within ten (10) working days.
  - 5.2.2. If comments are not received from the Project Liaison within ten (10) Working Days, this signifies the Recipient's acceptance the design documents as presented.
  - 5.2.3. Yukon will review the Project Liaison's comments with the Project Liaison and the design team to determine whether to make changes to the design. If comments are not incorporated, the Yukon Project Manager will, upon request, provide the Project Liaison with written rationale.

- 5.2.4. Following the review period, the Project Manager will hold a summary meeting with the design team and the Project Liaison where feedback on the design is discussed and decisions on how the design will be moved forward are made.
- 5.3. At each stage of Design Review, the Project Liaison will be provided with 1 digital copy of each of the design documents to facilitate the generation of comments. These documents will be updated with the results of the previous Design Review phase if applicable.
- 5.4. Following the 95% Design Review meeting, the Project Manager and Project Liaison will indicate approval of the design documents by way of date and signature on a hard copy of the design documents. This will confirm that the Parties agree to move forward with the Project based on the design as approved.
- 5.5. If bids for the Project exceed the Project Budget the Parties will work together, if required, to modify the project to bring the project in on budget.
- 5.6. If the Recipient and Yukon cannot agree on project design or if either Party does not sign off on the design documents at the end of a Design Review phase, Yukon may choose to discontinue the Project.
- 5.7. At all times during the performance of the Project, the Project Liaison shall have access to all design, inspection, materials testing through the Project Manager.
  - 5.7.1. Yukon will provide the Project Liaison a copy of the issued for tender and issued for construction drawings and specifications.

## **6. Infrastructure Operation and Maintenance**

- 6.1. Yukon will notify the Recipient when the Project or parts of the Project have reached Substantial Completion via Substantial Completion Notice (“Substantial Completion Notice”).
- 6.2. Yukon will include a list of deficiencies, if one exists, with the Substantial Completion Notice which Yukon will require the Project contractor to remedy per the terms agreed to in their contract.
- 6.3. The Recipient will assume ongoing responsibility for the Project including, but not limited to, operational control, maintenance and costs, on the date specified by Yukon on the Substantial Completion Notice.
  - 6.3.1. If applicable, Yukon will ensure that during the commissioning period, the Project includes operator training.
- 6.4. Yukon will notify the Recipient when the deficiencies identified in section 6.2 have been addressed, indicating that the Project has reached Total Performance by providing a copy of the Certificate of Total Performance issued to the contractor.
- 6.5. Yukon will submit to the Recipient as-built drawings and operation & maintenance manuals for the Project prior to the notice of total performance described in section 6.4.

## **7. Warranty of the Project**

- 7.1. Yukon will insure that the contractors and consultants, if required, are required to warrant the Project against deficiencies in materials or workmanship for a period as defined in their contract from the date of substantial completion (the “Warranty”). Yukon may require the

contractors to maintain in full force and effect bonding, naming Yukon as an insured entity, and to remain in effect until the expiration of the Warranty and Yukon shall take all necessary steps to enforce the Warranty and make claims under the bonding.

## **8. Communication and Public Acknowledgement**

- 8.1. The Recipient will provide Yukon with a minimum of five (5) business days' notice prior to communications with the public, and fifteen (15) days' notice prior to any media events in relation to the Project.
- 8.2. Any information released or announced to the public in any form by the Recipient in respect of the Project shall adequately acknowledge the contribution made by Yukon.
- 8.3. Any information released or announced to the public in any form by Yukon in respect of the Project shall adequately acknowledge the contribution made by the Recipient.
- 8.4. The Recipient will provide to Yukon any assistance Yukon requires to comply with the communications protocol of the ICIP which is attached as Schedule C.

## **9. Relationship of Parties**

- 9.1. The Parties each agree that they are not partners, joint ventures, agents or contractors of the other.
- 9.2. The Recipient will not have the authority to instruct or direct any of Yukon's contractors or agents on the Project and the Recipient will not attempt to instruct any of Yukon's contractors or agents. Communications with contractors or agents from the Recipient will be routed through the Yukon Project Manager.

## **10. Dispute Resolution**

- 10.1. The Parties shall: make all reasonable efforts to resolve disputes arising under this Agreement by amicable negotiations; handle any disputes in a confidential and respectful manner, and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, subject to law.
- 10.2. If there is a dispute about the performance of the Project, the Project Liaison and the Yukon Project Manager will first attempt to resolve the matter.
- 10.3. If they are unable to do so, the issue will be referred to the Recipient's Chief Administrative Officer/Mayor and Yukon's Director of Infrastructure Development to resolve the matter.
- 10.4. If a dispute has not been resolved by negotiation, then the dispute shall be referred to mediation upon either party providing written notice to the other Party that it wishes the dispute to be resolved by mediation. If the Parties are unable to agree upon the choice of a mediator, either Party may apply to a court in the jurisdiction where the Project is located to appoint a mediator.
- 10.5. Should mediation not resolve the dispute, a Party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including arbitration.
- 10.6. Any endeavour to resolve disputes arising out of this Agreement by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis. The Parties shall bear the costs of any dispute resolution process, including mediation or arbitration equally.
- 10.7. The Parties agree to submit to the exclusive jurisdiction of the court in the Yukon if a dispute is to be resolved by the courts, or to mediation or arbitration in the Yukon if a dispute is to be resolved by mediation or arbitration.

## 11. Disposal of Infrastructure Assets

- 11.1. Unless otherwise agreed to by the Parties, the Recipient will retain title to and ownership of an Asset for a minimum of five (5) years after the date of Substantial Completion.
- 11.2. The Recipient undertakes to notify Yukon in writing, one hundred eighty (180) days in advance if, at any time within five (5) years after the date of Substantial Completion, if the Recipient proposes to sell, lease, encumber, or use the Asset in a manner other than as described in their request for funding or under this Agreement, or otherwise dispose of, directly or indirectly, the Asset, other than to Canada or a Crown corporation of Yukon, then, upon disposition, the Recipient shall reimburse to Yukon, the amount expended by Yukon described in section 3.1, which shall become a debt due to Yukon.
- 11.3. If the Recipient obtains the prior written consent of the Yukon and Canada, the Recipient may lease the Asset to a society duly registered under Yukon's *Societies Act* who will operate and maintain the Asset. The Recipient acknowledges and agrees that the consent to lease the Asset shall be at the sole and absolute discretion of Yukon and Canada. The Recipient shall ensure that the lease is executed through a written agreement that is in a form and with content acceptable to Yukon and Canada, and the Recipient shall include any terms and conditions requested by Yukon and Canada in the lease agreement with the society.

## 12. Assignment

- 12.1. This Agreement shall not be assigned, transferred, subcontracted or otherwise delegated by the Recipient without the prior written consent of Yukon. Any attempt to assign, transfer, subcontract or otherwise delegate any of the rights, duties, or obligations of this Agreement without written consent is void and of no effect.

## 13. Amendment

- 13.1. Amendment may be made to this Agreement in writing executed by the Parties.
- 13.2. The Parties agree that the authority to sign amendments on behalf of a Party may be delegated to the individuals holding the positions named in the notice section.

## 14. Termination

- 14.1. Prior to the tender being issued for the construction of the Project, the Recipient may, terminate this Agreement by sending written notice of its intent to terminate to Yukon.
- 14.2. Yukon may terminate this Agreement if:
  - 14.2.1. all of the bids for work on the Project are too high and the Parties cannot agree on a less expensive design;
  - 14.2.2. the Yukon Legislature does not approve the Budget or money being appropriated for the purposes of the Project;
  - 14.2.3. Canada fails to provide financial support in whole or in part for the Project;
  - 14.2.4. the Recipient fails to abide by the terms and conditions of this Agreement; or
  - 14.2.5. the Parties cannot come to agreement on design for the Project or the Recipient declines to sign off on design documents at the close of any Design Review stage per section 5.
- 14.3. Upon thirty (30) days prior written notice, Yukon may suspend the work or terminate the Agreement for its convenience at any time and without cause. In the event of suspension or termination pursuant to this section, the Yukon shall continue to discharge any outstanding obligations under this Agreement until the actual date of suspension or termination.

## 15. Liability & Indemnification

## Whitehorse Skate Park Replacement - Service Agreement

- 15.1. In exchange for the services provided under this Agreement, the Recipient fully waives and releases the Yukon, its elected officials, officers, employees, and its agents from any and all claims, actions, liabilities, demands, damages, expenses and costs of any nature or kind whatsoever against YG related to or arising from or in any way connected to the Project, whether known or unknown, whether in law or in equity or pursuant to statute, regulation or directive, including, but not limited to: all costs relating to or arising from the performance of the work under the Project; any reduction or change in the scope of the Project or site conditions for the Project; negligence; overhead and profit; any changes in methodology; delay costs; failure to mitigate costs; additional work; impact costs; productivity claims of any claim; lost profits or lost opportunity; or any consequential loss for any reason..
- 15.2. The Recipient agrees that the maximum amount of the total aggregate liability of the Yukon to the Recipient in connection with this Agreement, whether based in contract, tort (including negligence), strict liability or otherwise, is 50% of the Fund under this Agreement
- 15.3. The Recipient shall save harmless and fully indemnify Yukon, its officers, employees, contractors and agents from and against all claims, liabilities, and demands arising directly or indirectly from:
- 15.3.1. any act, omission, or negligence of the Recipient, its officers, employees, contractors, members, agents or successors arising in connection with this Agreement;
- 15.3.2. any breach of this Agreement by the Recipient, its officers, employees, contractors, members, agents or successors unless such breach is a direct result of a breach by Yukon of its obligations under this Agreement; and
- 15.3.3. any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of the Recipient's obligations under this Agreement;

The above indemnity shall include all reasonable legal costs.

- 15.4 For greater certainty, sections 15.1 to 15.4 shall survive and be enforceable despite the expiry, termination, or any failure to fulfill a condition precedent of this Agreement.

### 16. Notice

- 16.1. Any written communication, report, or notice required pursuant to this Agreement may be given by personal delivery to the undersigned, or by fax, electronic mail or by prepaid mail to the addresses set out below. A notice shall be considered to be received if delivered personally on the date of delivery; if delivered by fax, two (2) business days after transmission; or if delivered by mail, three (3) business days after mailing or by email the day the email is sent.

If to Yukon:

Nick Rodger, Project Manager  
Infrastructure Development Branch  
Department of Community Services  
Government of Yukon  
PO Box 2703 (C-13)  
Whitehorse, YT Y1A 2C6  
Phone: 867-667-5194  
Fax: 867-393-6216  
Email: Nick.Rodger@gov.yk.ca

If to the Recipient:

Patrick Ross  
Manager, Land and Building Services

## Whitehorse Skate Park Replacement - Service Agreement

2121 Second Avenue  
Whitehorse, YT  
Y1A 1C2  
Phone: 867-668-8339

Email: Patrick.Ross@whitehorse.ca

### 17. Signing of this Agreement

- 17.1. Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement.
- 17.2. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

### 18. Miscellaneous

- 18.1. The parties shall from time to time execute and deliver all such further and other documents and instruments and do all such acts and such things as the other Party may, before or after the end of the Agreement specified in section 3.3, reasonably require to ensure that the full spirit, intent and meaning of this Agreement are carried out.
- 18.2. This Agreement will be deemed to have been made in and will be interpreted and enforced by the courts in Yukon and in accordance with the laws in force in the Yukon.
- 18.3. All obligations of the Recipient shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled.
- 18.4. If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or becomes unenforceable, in whole or in part, it shall be deemed to be severable and shall be deleted from this Agreement, but all the other terms and conditions of this Agreement shall continue to be valid and enforceable.
- 18.5. No action or failure to act by Yukon shall constitute a waiver of any right or duty afforded to it under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.
- 18.6. Time shall in all respects be of the essence.



Whitehorse Skate Park Replacement - Service Agreement

IN WITNESS WHEREOF the Parties have hereto executed this Agreement by their duly authorised representatives on the dates indicated.

GOVERNMENT OF YUKON  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
as represented by  
  
Matt King  
Deputy Minister, Community Services  
Yukon Government  
  
In the presence of  
  
\_\_\_\_\_  
Witness (Print Name)  
\_\_\_\_\_  
Witness (Signature)

CITY OF WHITEHORSE  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
as represented by  
  
Linda Rapp  
City Manager  
City of Whitehorse  
  
In the presence of  
  
\_\_\_\_\_  
Witness (Print Name)  
\_\_\_\_\_  
Witness (Signature)

Schedule A  
Work Plan & Estimated Budget

A.1 This Work Plan may be changed from time to time by Yukon as the Project progresses. For greater certainty any changes made to the Work Plan are not amendments of the Agreement.

Project Scope of Work:

The project will involve the replacement of the Whitehorse Skate Park in the existing location.

- The existing skate park was built in 1995 on land owned by the Yukon government.
- Both the City of Whitehorse and Yukon government have a mutual interest in the continuation of a skate park in the Riverdale neighborhood in the existing location and agree that the skate park needs to be reconstructed to ensure safety of users and reasonable maintenance costs.
- The Skate Park is a popular venue for youth in the City, especially in the summer months. It is used by bikers, scooters and skateboarders as well as winter users. The park is also used for the Annual Canada Day Skate Competition which attracts athletes from across the Yukon. The Skate Park is a way for Yukoners to enjoy a more active and healthier lifestyle.

Estimated Milestones	Date
Design – 65%	December 2019
Design – 95%	January, 2020
Tender Closed	March, 2020
Construction Start	May 2020
Substantial Completion	November 2020
Total Performance	June 2021

Item Description	Total Price Estimate
Construction	\$ 2,220,000.00
Design	\$ 120,000.00
Construction Administration and Inspection	\$ 150,000.00
YG Project Management	\$ 10,000.00
Contingency @ 40%	\$ 1,000,000.00
TOTAL	\$ 3,500,000.00

Schedule B  
Design Review

For all regular meetings (per section 4.5) and Design Reviews (per section 5) the Project Manager and the Project Liaison will constitute a quorum.

Design Reviews will be administered in accordance with section 2 of the Agreement and will be held in person.

Estimated Design Review Stages and Meetings	Date
Design – 65%	November 2019
Design – 95%	December, 2020
Design – Issued for Tender	March, 2020

Regular meetings may be held in person or by phone in addition to the following regular meetings:

- Bi Monthly or Monthly Site Meetings (depending on length of project)

Meetings will be recorded by the Yukon Project Manager or the Project consultant and minutes distributed.

Following each phase, Yukon may opt not to initiate next phase until the Recipient has indicated agreement to design documents in writing

## Schedule C

### Communications Protocol

#### C.1 Purpose

- a) This Communications Protocol outlines the roles and responsibilities of Canada and Yukon, as well as those of the Recipient, with respect to Communications Activities related to this Agreement and the Projects funded through it.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

#### C.2 Guiding Principles

- a) Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) Yukon is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Recipients.

#### C.3 Joint Communications

- a) Canada, Yukon and the Recipient will have Joint Communications about the funding of the Project(s).
- b) Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Recipient, where applicable.
- c) All Joint Communications material will be approved by Canada and Yukon prior to release, and will recognize the funding of all parties.
- d) Canada, Yukon or the Recipient may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least 15 business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for Canada, Yukon or the Recipient to participate and choose their own designated representative (in the case of an event).
- f) Yukon or the Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada has an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada wordmark and other Parties' logos. Canada will provide the translation and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

#### C.4 Individual Communications

- a) Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and Yukon retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada will post a copy of this Agreement on its website, in addition to information on any of the projects funded through it.
- c) Canada, Yukon and the Recipient may each include general Program messaging and examples of projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social media based, from linking to it.
- d) Canada, Yukon or the Recipient may issue digital communications to communicate progress of the Project(s).
- e) Where a web site or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to

Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear.

- f) Yukon Government will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with project name and location.

### C.5 Operational Communications

- a) Yukon Government is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada." As appropriate, operational communications will also recognize the funding of Yukon in a similar manner.

### C.6 Media Relations

- a) Canada and Yukon will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

### C.7 Signage

- a) Canada, Yukon or the Recipient may request a sign recognizing their funding contribution to a Project.
- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be Yukon who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to project type, scope, location or duration.
- f) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal and territorial contribution and be approved by Canada and Yukon.
- g) Where a physical sign is being installed, signage will be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- h) Signage will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

### C.9 Communicating With Recipients

- a) Yukon agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

### C.10 Advertising Campaigns

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and/or Yukon may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.

## **Schedule D**

### **Eligible and Ineligible Expenditures**

#### **D.1. Eligible Expenditures**

Eligible Projects will support public infrastructure, defined as tangible capital assets primarily for public use and/or benefit.

Eligible Expenditures will include the following:

- i. All costs considered by Canada and Yukon to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section A.1 of the Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program. e) (Ineligible Expenditures), and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined in paragraph h) of section 4 of the Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program. (Commitments by Yukon) and creating community employment benefit plans;
- ii. Costs will only be eligible if incurred after the Project Approval Date, except for costs associated with completing climate lens assessments as outlined in paragraph h) of section 4 of the Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (Commitments by Yukon), which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada for contribution funding under this Agreement.

#### **D.2. Ineligible Expenditures**

The following are deemed ineligible expenditures:

- i. Costs Incurred before the Project Approval Date and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required under paragraph h) of section 4 of the Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (Commitments by Yukon);
- ii. Costs Incurred for cancelled Projects;
- iii. Costs of relocating entire communities;
- iv. Land acquisition;
- v. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- vi. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- vii. Any goods and services costs which are received through donations or in kind;
- viii. Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- ix. Costs associated with operating expenses and regularly scheduled maintenance work;
- x. Cost related to furnishing, as well as non-fixed assets which are not essential for the operation of the Asset/Project; and
- xi. All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under sections 11 (Environmental Assessment) and 12 (Aboriginal Consultation) have been met and continue to be met.

**CITY OF WHITEHORSE**  
**BYLAW 2020-16**

A bylaw to authorize the acquisition of a parcel of land for a skateboard park

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WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw authorize the municipality to acquire any real property; and

WHEREAS it is deemed desirable that the City acquire title to approximately 0.85 hectares of land in the Riverdale area, comprising a portion of Lot 1150, Quad 105 D/11, Plan 98-47 LTO, for the purpose of owning and operating a skateboard park;

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 accept title to a portion of Lot 1150, Quad 105 D/11, Plan 98-47 LTO, located adjacent to Lewes Boulevard immediately south of the Robert Campbell Bridge in the City of Whitehorse in Yukon Territory, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The said land is to be acquired from the Government of Yukon the nominal sum of one dollar (\$1.00);
3. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the acquisition of title for the said lands in an expeditious manner.
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Mayor

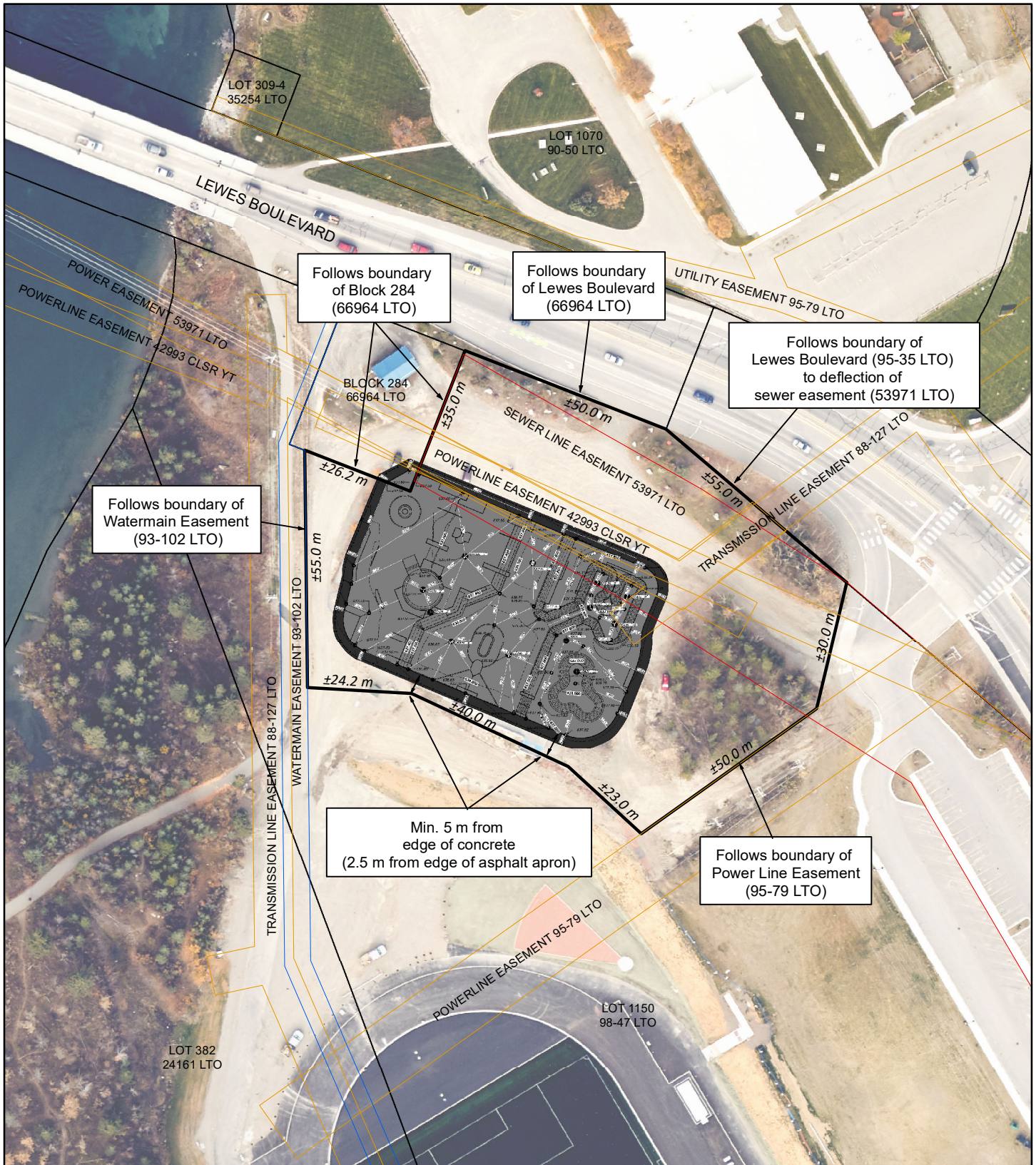
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Assistant City Clerk






CITY OF WHITEHORSE  
BYLAW 2020-16  
APPENDIX "A"



**BYLAW 2020-16**

a bylaw to acquire a ±0.85 ha portion of Lot 1150, Quad 105 D/11, Plan 98-47 LTO YT.

**LEGEND**

 ACQUISITION AREA