

CITY OF WHITEHORSE
REGULAR Council Meeting #2023-15

DATE: Monday, August 28, 2023

TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Kirk Cameron
Reserve Deputy Mayor Michelle Friesen

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Prostate Cancer Awareness Month

MINUTES Regular Council meeting dated August 14, 2023

DELEGATIONS

PUBLIC HEARING

STANDING COMMITTEE REPORTS

City Operations Committee – *Councillors Boyd and Curteanu*

Community Services Committee – *Councillors Friesen and Cameron*

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

Corporate Services Committee – *Councillors Cameron and Laking*

1. Upcoming Procurements (September/October) – For Information Only
2. Building Signage Policy and Project Scope Amendment
3. Kulan Snow Storage Facility Expansion and Project Scope Amendment
4. Council Grant – Family Transit Passes

City Planning Committee – *Councillors Laking and Friesen*

1. City – Yukon Government Lease Agreement – Yukon River Area

Development Services Committee – *Councillors Murray and Boyd*

NEW AND UNFINISHED BUSINESS

BYLAWS

2023-23 City-Yukon Government Lease Agreement – Yukon River Area 1st and 2nd Reading

ADJOURNMENT



PROCLAMATION

PROSTATE CANCER AWARENESS MONTH

September, 2023

WHEREAS prostate cancer is the most common cancer to affect Canadian men; and

WHEREAS those of Black ethnicity, with a family history of the disease, or those with a history of obesity can be at greater risk; and

WHEREAS the survival rate for prostate cancer can be nearly 100% when detected early; and

WHEREAS awareness about prostate cancer can lead to screening and early detection that saves lives;

NOW, THEREFORE I, Mayor Laura Cabott, do hereby proclaim the month of September 2023 to be Prostate Cancer Awareness Month in the City of Whitehorse.

Laura Cabott
Mayor

MINUTES of REGULAR Meeting #2023-14 of the Council of the City of Whitehorse
called for 5:30pm on Monday, August 14, 2023, in Council Chambers, City Hall.

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

ALSO PRESENT:

City Manager Jeff O'Farrell
Director of Community Services Krista Mroz
Director of Corporate Services Valerie Braga
Director of People and Culture Lindsay Schneider
A/Director of Development Services Peter Duke
Director of Operations and Infrastructure Tracy Allen
Manager of Legislative Services Wendy Donnithorne

*Indicates electronic participation

Mayor Cabott called the meeting to order at 5:30pm

CALL TO ORDER

AGENDA

2023-14-01

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

Carried Unanimously

MINUTES

2023-14-02

It was duly moved and seconded
THAT the minutes of the Regular Council meeting dated July
10, 2023 be adopted as presented.

Carried Unanimously

COMMITTEE REPORTS

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

Mayor Cabott proclaimed the month of August 2023 to be
Yukon Pride Month in the City of Whitehorse.

Yukon Pride Days

Public Health and Safety Committee

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

No Report

Corporate Services Committee

2023-14-04

It was duly moved and seconded
THAT travel expenses be authorized for Mayor Cabott to
attend the Skagway Road Relay events happening on
September 8, 2023.

Mayor Travel Expense

Carried Unanimously

City Planning Committee

2023-14-05

It was duly moved and seconded
THAT Council approve the Range Point Joint Master Plan, a
document providing guidance and a framework for the future
development of Yukon Government Lot 262-6 and Kwanlin
Dün First Nation Settlement Land Parcel C-15B.

Public Input Session Report –
Range Point Joint Master
Plan

Carried Unanimously

Development Services Committee

2023-14-06

It was duly moved and seconded
THAT Council direct Administration to refer the Housing and
Land Development Advisory Committee Short and Medium-
Term Zoning amendment recommendations to the Zoning
Bylaw Rewrite process for consideration.

Housing and Land
Development Advisory
Committee
Recommendations – Zoning

Carried Unanimously

2023-14-07

It was duly moved and seconded
THAT Council approve the subdivision of an approximately
1.86 ha portion of Lot 988, Plan 2012-0073 LTO (Kwanlin Dün
First Nation Settlement Parcel C-112B-1 in Copper Ridge), for
the creation of 24 new residential lots as shown on the
proposed subdivision sketch, subject to the condition that the
applicant enter into a Development Agreement with the City of
Whitehorse for the construction of underground utilities and
roads to service the proposed subdivision.

Subdivision – Phase 1
Copper Ridge West

Carried Unanimously

BYLAWS

2023-14-08

It was duly moved and seconded
THAT Bylaw 2023-22, a bylaw to amend the 2023 to 2026
Capital Expenditure Program by increasing the 2023 budget
for project 360c00923 Transit Hub in the amount of
\$1,900,000, funded from the Capital Reserve until external
grant funding has been confirmed, be given Third Reading.

BYLAW 2023-22
Budget Amendment –
Transit Hub
THIRD READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:26 p.m. **ADJOURNMENT**

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

Adopted by Resolution at Meeting #2023-15



Minutes of the meeting of the City Operations Committee

Date	August 22, 2023	2023-15
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair	
	Deputy Mayor Kirk Cameron	
	Mayor Laura Cabott	
Committee Members Present	Councillor Jocelyn Curteanu*	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Wendy Donnithorne, Manager of Legislative Services*	

* Indicates electronic participation

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

1. **New Business – Green Streets**

A Committee member requested an update on the landscaping and drainage issues in the “green streets” of Whistlebend. Administration noted a recently awarded landscaping tender by Yukon Government that has been issued to mitigate issues.

2. **New Business - Traffic Congestion**

A Committee member highlighted continued traffic congestion issues from Porter Creek to Downtown, seeking potential solutions being explored by the City. Administration provided additional information on measures to address this that are underway, including traffic signal and road adjustments being implemented ahead of broader planning.



Minutes of the meeting of the Community Services Committee

Date	August 22, 2023	2023-15
Location	Council Chambers, City Hall	
	Councillor Michelle Friesen - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Deputy Mayor Kirk Cameron	
Present	Councillor Jocelyn Curteanu*	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
Staff	Krista Mroz, Director of Community Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Wendy Donnithorne, Manager of Legislative Services*	

* Indicates electronic participation

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

1. **New Business – Construction Waste in Whistlebend**

A Committee member raised reports of accumulating construction waste in Whistlebend. Administration provided information of an upcoming fall community clean up event, with focus on Whistlebend.

2. **Delegate – Donna Reimchen, Ukrainian Canadian Association of Yukon – Sister City Chortkiv, Ukraine**

Delegate Donna Reimchen presented on the Association's request for hosting delegates from Chortkiv, Ukraine. And additional information on the request for a City contribution of \$ 2,000. The Committee discussed a number of options, including potential private sector support for this proposed October 2023 visit.



Minutes of the meeting of the Public Health and Safety Committee

Date	August 22, 2023	2023-15
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Deputy Mayor Kirk Cameron	
Present	Councillor Jocelyn Curteanu*	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Jeff O'Farrell, City Manager	
Staff	Krista Mroz, Director of Community Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Wendy Donnithorne, Manager of Legislative Services*	

* Indicates electronic participation

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

1. New Business – Local Wildfire Readiness

A Committee member emphasized concerns related to wildfires in the north and in BC, and asked if Whitehorse has plans to support Yukon and other communities. Administration indicated that discussions are ongoing and top of mind with YG, and learning from current Yellowknife experiences will inform development of broader plans in collaboration with the governments. Administration also highlighted the public communications and education support underway to emphasize the public responsibilities and preparation in the event of an emergency.

2. New Business – Burn Permits

A Committee member emphasized the importance of the public burning permit process and requirements for the fall season, including the need for clear communications on permit requirements and how to obtain permits from the City of Whitehorse.



Minutes of the meeting of the Corporate Services Committee

Date	August 22, 2023	2023-15
Location	Council Chambers, City Hall	
	Deputy Mayor Kirk Cameron - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Councillor Jocelyn Curteanu*	
Present	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
Staff	Krista Mroz, Director of Community Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Wendy Donnithorne, Manager of Legislative Services*	

* Indicates electronic participation

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

1. Upcoming Procurements (September/October) – For Information Only

Administration presented a bi-monthly update on forthcoming procurements with an anticipated value greater than \$100,000 for September and October.

The Committee requested additional information regarding the slope scanner and it was noted that renting provides greater assurance of functionality with more up-to-date technology. Administration also provided information regarding the EV charging stations including that distribution over three years is planned, chargers are for fleet vehicles only at this time, the City expects to explore the use of chargers for public in the future.

2. Building Signage Policy and Project Scope Amendment

The Committee was presented with the new Council Building Signage Policy for the installation of new Indigenous language signage on City buildings. The proposed policy reflects input from both Ta'an Kwäch'än and Kwanlin Dün First Nation Governments, and would formalize recent initiatives at City Hall to reflect the names of public City buildings with translated versions of the Southern Tutchone language.

Administration committed to follow-up with First Nations regarding elders contributing to the policy for translations and interpretive signage. The policy also reflects input from First Nations to provide that interpretive signage include the history of colonization in the Whitehorse area. The Committee discussed options to further discuss this specific provision as a formal policy criteria, as part of the Council discussion

The Recommendation of the Corporate Services Committee is

THAT Council adopt the new Council Building Signage Policy as proposed; and

THAT Council approve amending the scope of Capital Project 100c00223 Southern Tutchone Place Names – City Buildings to include policy implementation activities.

3. Kulan Snow Storage Facility Expansion and Project Scope Amendment

In preparation for snow storage for Whistle Bend, a change to the scope from Design and Permitting to Temporary Construction of the Kulan Snow Storage Facility Expansion project was proposed to expand and construct the facility in preparation for the longer term.

Administration indicated the planning objective is to include an area within each neighbourhood for snow storage. Administration noted that all of the available snow storage facilities are currently being used to capacity, this proposal is to provide for anticipated needs. It was also noted that most snow hauling is done after peak traffic hours to reduce impact on road congestion and the public.

The Recommendation of the Corporate Services Committee is

THAT Council direct that the 2023 to 2026 Capital Expenditure Plan be amended by changing the scope of the project 240c00323 Kulan Snow Storage Facility Expansion to allow for Phase 1 construction with no change to the budget amount.

4. Council Grant – Family Transit Passes

The Committee was presented with a Council Grant request to provide transit passes for a family of 5 which was sponsored by the United Church. Administration provided additional information confirming the Council Donation account remaining budget of \$2800.

The Committee discussed the need for policy clarity about the use and criteria for submissions to the Council Donation fund ,including this request, along with recent Sister City applications and asked for information on the full request by the family sponsor for this item.

The Recommendation of the Corporate Services Committee is

THAT Council approve a grant of \$1,500 funded from the Council donation account.



Minutes of the meeting of the City Planning Committee

Date	August 22, 2023	2023-15
Location	Council Chambers, City Hall	
	Councillor Ted Laking - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Deputy Mayor Kirk Cameron	
Present	Councillor Jocelyn Curteanu*	
	Councillor Michelle Friesen	
	Councillor Mellisa Murray	
	Jeff O'Farrell, City Manager	
Staff	Krista Mroz, Director of Community Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Wendy Donnithorne, Manager of Legislative Services*	

* Indicates electronic participation

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

1. **Yukon River Recreation Lease**

A lease agreement with the Government of Yukon for the lease of approximately 6.39 hectares of vacant Commissioner's Land for the purpose of maintaining City recreation infrastructure was presented. Administration provided information about potential future land transfers that could include this area.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2023-23, a Bylaw to enter into a lease agreement with the Government of Yukon for the lease of approximately 6.39 hectares of vacant Commissioner's Land adjacent to Nisutlin Drive in Riverdale, for the purpose of maintaining optimal recreation, be brought forward for due consideration under the bylaw process.

2. New Business – Renaming Streets in McIntyre Subdivision

A Committee member requested an update regarding the renaming of streets in McIntyre from a motion passed in May. Administration reported there have been no recent updates and committed to follow up in council questions.

3. New Business – Request for update on Whistlebend Phases

Committee member asked for detailed updates and timelines on lot development in the community, specifically the Whistle Bend expansions, expressing concerns over Phase 6 B and Phase 8, which were anticipated to come to market by the fall of the previous year. Administration committed to follow up in council questions.



Minutes of the meeting of the Development Services Committee

Date	August 22, 2023	2023-15
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd	
Members	Deputy Mayor Kirk Cameron	
Present	Councillor Jocelyn Curteanu*	
	Councillor Michelle Friesen	
	Councillor Ted Laking	
	Jeff O'Farrell, City Manager	
Staff	Krista Mroz, Director of Community Services	
Present	Lindsay Schneider, Director of People and Culture	
	Mike Gau, Director of Development Services	
	Tracy Allen, Director of Operations and Infrastructure	
	Wendy Donnithorne, Manager of Legislative Services*	

* Indicates electronic participation

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

There being no further business the meeting adjourned at 8:08 P.M.

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

CITY OF WHITEHORSE

BYLAW 2023-23

A bylaw to enter into a Lease Agreement.

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

WHEREAS it is deemed desirable that the City enter into an agreement with the Government of Yukon for the lease of approximately 6.39 ha of vacant Commissioner's land; for a thirty year period from January 1, 2021 to and including December 31, 2050;

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

1. The Mayor and City Clerk are hereby authorised to execute on behalf of the City of Whitehorse the Lease Agreement, attached hereto as Schedule "A" and forming part of this bylaw.
2. The City of Whitehorse is hereby authorised to enter into a lease agreement with the Government of Yukon with respect to that portion of vacant Crown land comprising 6.39 hectares more or less adjoining Selkirk Street, Plan 92-83 LTO, Whitehorse, Yukon Territory as shown on the sketch attached hereto as Schedule "B" and forming part of this description.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

GOVERNMENT OF YUKON
LEASE AGREEMENT

BETWEEN:

THE GOVERNMENT OF YUKON
as represented by the Manager of Client Services,
Land Management Branch, Department of Energy, Mines and Resources

("herein after called "Yukon")

AND:

The City of Whitehorse

("herein after called the "Lessee")

A. *Yukon* is the owner of the following lands, namely:

All that parcel of land comprising of 6.39 hectares
more or less, between Nisutlin Drive and the Yukon
River, South of Lot 340, Group 804, Plan 43448
CLSR, Plan 22967 LTO, Northeast of Lot 1022,
Plan 69448 CLSR, Plan 73440 LTO, Quad 105
D/11, Yukon, as shown outlined in red on the
attached sketch dated March 22, 2023 and forming
part of this document.

("herein after called the "Land")

USE

B. That the *Lessee* desires to use the land solely for the following purpose(s): Recreational.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Yukon hereby grants to the *Lessee* a lease to occupy the *Land*, SUBJECT TO THE
FOLLOWING RESERVATIONS:

- a. all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the *Land* together with the full powers to work the same and for that purpose to enter upon, use and occupy the *Land* or so much of the lands and to such an extent as may be necessary for the effectual working and extracting of the said materials;
- b. the rights of the recorded holders of mineral claims and any other claims or permits affecting the *Land*;
- c. all timber that may be on the *Land*;
- d. the right to enter upon, work and remove any rock outcrop required for public purposes;
- e. such right or rights-of-way and of entry as may be required under regulations in force in connection with the construction maintenance, and use of works for the conveyance of water for use in mining operations; and
- f. the right to enter upon the *Land* for the purpose of installing and maintaining any public utility.

TERM

- 1. That this lease shall be for a period of Thirty years (30) commencing on the first (1st) day of January, 2021, and ending on the thirty-first (31st) day of December, 2050.

2. YIELDING AND PAYING THEREFORE, for the first five (5) years, annually and in advance, the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00) plus GST.
3. That the *Lessee* shall use the *Land* solely for the purpose(s) listed in Recital B.
4. That this lease replaces lease number 710011 dated the First (1st) day of January, 1971.
5. That breach of any clause shall be a fundamental breach of the lease and may result in termination.
6. Acceptance of rent after the expiry of the term of this lease does not create a new periodic tenancy or a re-instatement of the lease and its acceptance is on a “without prejudice” basis
7. That a lease term longer than five years the lease rental shall be reviewed after five years, and every five years thereafter by *Yukon* in accordance with the provisions of the *Territorial Lands (Yukon) Act* and the *Territorial Lands Regulations* made thereunder in effect on the date of determination.
8. That the *Lessee* is responsible for and shall pay all taxes, local improvement rates and assessments and all public utility charges respecting the *Land* during the term of this lease.

IMPROVEMENTS

9. That the *Lessee* is responsible for ensuring that all structures or improvements made on the *Land* are contained within the boundaries of the *Land*.
10. That the *Lessee* will not erect on the said *Land* any new buildings or structures, except fencing, nearer that a distance of two (2) metres from any boundary of the *Land*.
11. That no buildings are within the setback of a creek.
12. That the *Lessee* shall maintain the existing improvements now situated on the *Land* on the effective date of this lease, or any similar improvements which may be constructed, in a manner and condition satisfactory to *Yukon*.
13. That the *Lessee* shall not place any permanent structures and/or buildings on the *Land* without the written approval of *Yukon* or in accordance with the improvement clauses if applicable and included in this lease.

ENVIRONMENTAL

14. That the *Lessee* shall dispose of all timber and slash cleared on the *Land* in accordance with direction from the Forest Officer and satisfactory to *Yukon*.
15. That if the *Lessee* by its operations on the *Land* has contributed to any detrimental environmental change, the *Lessee*, shall pay its proportionate share of any costs of remedial action which may be considered necessary, as determined by *Yukon*.
16. That the *Lessee* will take all reasonable precautions to prevent any fire from occurring or spreading on the *Land* and will pay all reasonable costs of suppressing or containing any fire caused by or attributable to the negligence of the *Lessee* and its employees.
17. That the *Lessee* shall not construct any new facilities within thirty point four eight (30.48) metres of the ordinary high water mark of any body of water without the written approval of *Yukon*.
18. That no notice of default given herein by *Yukon* shall be valid or of any effect unless it is also given to any mortgagee of the *Lessee*, in respect of the leased *Land*, of whom *Yukon* shall have received written notice.
19. That the *Lessee* will allow entry in and under or upon the *Land* or so much thereof as is reasonable for the purpose of constructing, maintaining and operating sewer, water, telephone, electric power, street lighting and fire and police protection installations, and on request by *Yukon* will execute any documents necessary to confirm such right.

20. That the boundaries of the *Land* are subject to such adjustment and alteration as may be shown by survey to be necessary.

ASSIGNMENTS

21. That the *Lessee* **may not assign this lease**, or sublet this lease or the privileges or rights hereby conferred to other than the registered holder(s) of the adjacent lot or leaseholder for the area in which the *Land* is located, in whole or in part, to any other person, group, organization, company or corporation or the privileges or rights hereby conferred, **except with the written consent of Yukon**. If *Yukon* consents to an assignment the *Lessee* shall pay any outstanding lease fees and furnish *Yukon* with a properly executed unconditional assignment document, in duplicate, of the lease together with a registration fee of Ten Dollars (\$10.00) and a certificate from the proper official of the Government of Yukon, municipality, or other local authority that all taxes on the *Land* covered by the lease have been paid.

OVERHOLD

22. In the event that the *Lessee* remains in possession of the *Land* after the end of the term of this lease:
- (a) with the consent of *Yukon* and without the execution and delivery of a new lease; or
 - (b) without the written consent of *Yukon*,

there shall be no tacit renewal of this lease notwithstanding any statutory provision to the contrary and the *Lessee* shall be deemed to be occupying the *Land* as:

- (c) a monthly tenant if *Yukon* did consent in writing to the overholding and such tenancy may be terminated by either party on 30 days written notice to the other; or
- (d) a tenant at will if *Yukon* did not consent in writing to the overholding and such tenancy may be terminated by *Yukon* on 14 days written notice to the *Lessee*;

and otherwise on the same terms as herein contained, except for any right of renewal. Nothing herein shall limit the liability of the *Lessee* in damages or otherwise for any overholding and the *Lessee* shall forthwith indemnify and hold harmless *Yukon* from and against any and all claims incurred by *Yukon* as a result of the *Lessee's* overholding after the expiry of the term.

FUEL AND HAZARDOUS CHEMICALS

23. That the *Lessee* shall take all reasonable precautions to prevent the possibility of migration of spilled petroleum products and/or fuel over the ground surface or through seepage in the ground or into any body of water.
24. That the *Lessee* shall handle, store, dispose and keep records of all hazardous and toxic chemicals in accordance with the law.
25. That the *Lessee* shall ensure that fuel storage containers are not located within thirty point forty-eight (30.48) metres of the ordinary high water mark of any body of water unless otherwise authorized by *Yukon*.
26. That the *Lessee* shall establish and maintain fuel storage and dispensing facilities in accordance with applicable federal, territorial, local regulations, municipal acts, zoning, permits, or by-laws. No spilled or leaked fuel shall be allowed to spread to surrounding lands or into any waters. Liquid-tight containers or sumps shall be placed below each tap, valve and nozzle used to dispense fuel.
27. That the *Lessee* will be required to undertake such corrective measures as may be specified by *Yukon* in the event of waste spill on the *Land* or water or wind erosion of the *Land* resulting from the *Lessee's* operations.

GENERAL

28. That the *Lessee* shall conform to all applicable federal, territorial, local regulations, municipal acts, zoning, permits, or by-laws.
29. (a) If it is brought to the attention of the Minister that
- (i) a clerical error was made respecting the name or description of the *Lessee* or one of them, the description of the *Land* or any other material part of this lease or disposition;
 - (ii) the *Land* was not available for disposition;
 - (iii) the survey of the *Land* is incorrect; or
 - (iv) the information furnished by the *Lessee* was incorrect, the Minister may cancel this lease or disposition or make whatever changes or adjustments the Minister considers appropriate.
- (b) If the Minister cancels this lease or disposition pursuant to subsection (a), the Minister may
- (i) repay to the *Lessee* the whole or any part of the amount of money paid in respect of the lease or disposition or spent as a result thereof; and
 - (ii) pay to the *Lessee* whatever compensation the Minister considers appropriate in the circumstances.
30. That the *Lessee* shall have vacant possession of the *Land* upon execution of this lease.
31. That *Yukon* assumes no liability expressed or implied, to provide access to the *Land*.
32. That *Yukon* may enter the *Land* at any time for the purpose of inspection.
33. That the *Lessee* shall hold *Yukon* free of all liabilities concerning the *Land* during the term of this lease, and shall indemnify and save harmless *Yukon*, from and against all actions, claims, demands, costs and damages whatsoever resulting from all uses of the *Land*, or anything done or omitted to be done by, the *Lessee*, his/her servants, agents and employees, save and except for damages caused by *Yukon*.
34. That unless a waiver is given in writing by *Yukon*, *Yukon* will not be deemed to have waived any breach by the *Lessee* of any of the terms of the lease, and a waiver relates only to the specific breach to which it refers.
35. That on the termination or expiration of this lease, the *Lessee* will deliver up possession of the *Land* in a condition satisfactory to *Yukon*. In particular, *Yukon* may require the *Lessee* to remove any improvements affixed to or placed on the *Land*, and any chattels or other property placed on the *Land*, excepting any utility infrastructure associated with Licence of Occupation 2001-0157 or other overlapping easements, and otherwise to restore the *Land*. In the event the *Lessee* does not carry out such removals and restoration within ninety (90) days of termination of the lease, despite being requested to do so, *Yukon* may carry out the removals and restoration and may recover the cost of so doing from the *Lessee*.
36. That where the *Lessee* does not remove the buildings or other structures within such time, a public officer designated by *Yukon* shall make an appraisal of the buildings or other structures that have been left on the *Land* by the *Lessee* and *Yukon* may direct the sale of the same by public auction.
37. That from the proceeds realized from the sale of a building or any other structure under this section, the designated public officer shall, after deducting any expenses of sale and any arrears of rent and taxes, pay to the *Lessee* the balance remaining from that sale.
38. That in the event that any portion of the rental remains unpaid after it becomes due, whether formally demanded or not, or if the *Lessee* is in default of any other term of this lease, upon serving such notice as is reasonable in *Yukon*'s sole discretion if the default is not remedied to the satisfaction of *Yukon*, *Yukon* may cancel this lease. Such cancellation will be effective immediately, whether or not *Yukon* has re-entered the *Land* or done any act or thing with respect to it.

39. That termination of this lease will not prejudice *Yukon's* right to unpaid rents or any other right arising under the lease.
40. That time shall be of the essence of this lease.
41. That this lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, and successors of the parties hereto.
42. That the provisions of the *Territorial Lands (Yukon) Act* and the *Territorial Lands Regulations* are binding in this agreement and form part of the terms of it.
43. That all written notices respecting the *Land* or this lease shall be deemed to have been delivered to the *Lessee* when mailed to:

City of Whitehorse
2121 2nd Avenue,
Whitehorse, Yukon
Y1A 1C2

or such other address as the *Lessee* subsequently provides;

and to *Yukon* at:

Land Management Branch
Department of Energy, Mines and Resources
Government of Yukon
Box 2703 (K-320)
Whitehorse, Yukon Y1A 2C6

CORPORATE SIGNING AUTHORITY

IN WITNESS WHEREOF, "*Yukon*" and the *Lessee* have duly executed these presents this _____ day of _____, 2023.

Corporate Seal of the City of Whitehorse
Was hereunto affixed in the presence of:

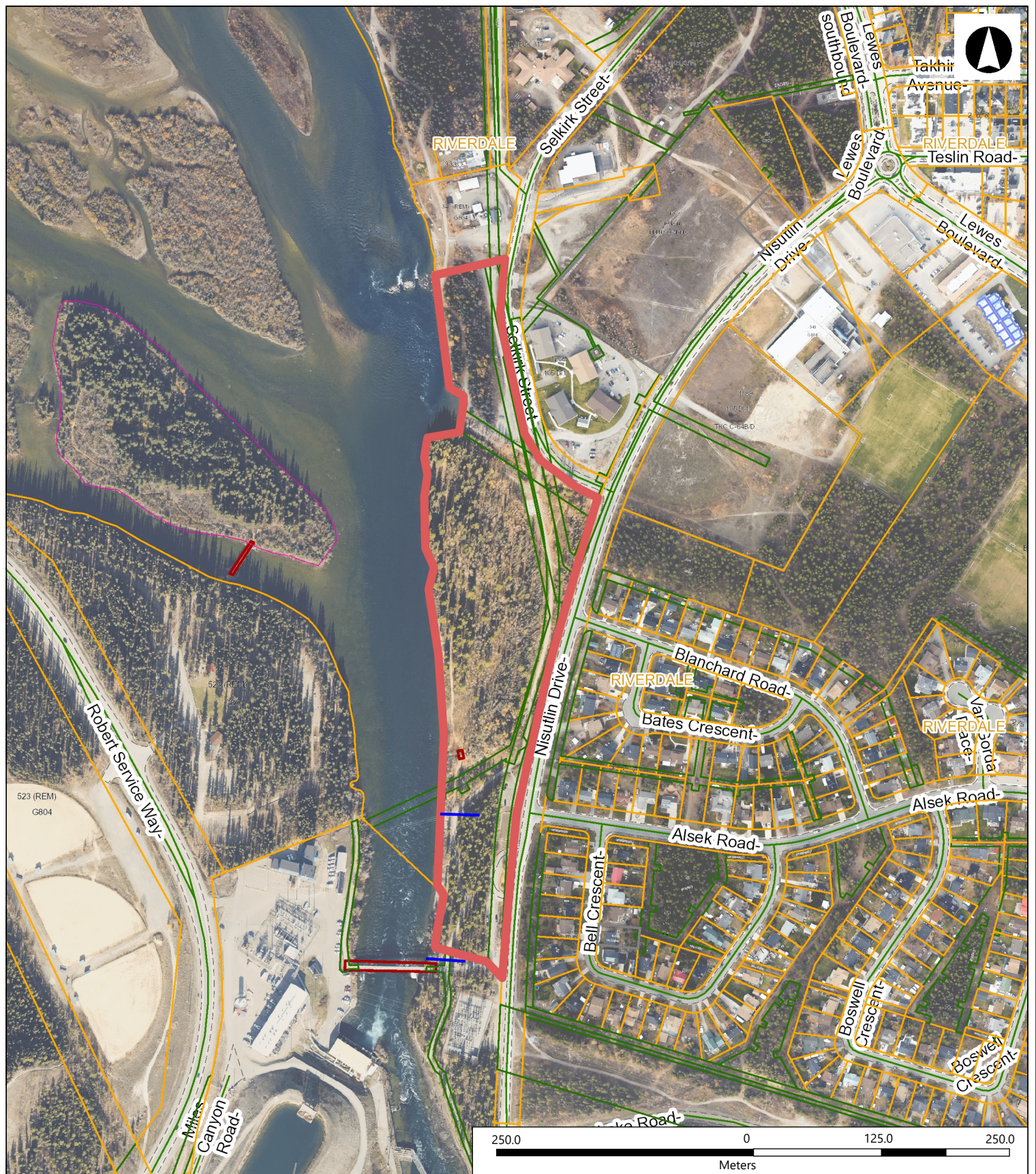
Laura Cabott
Mayor, City of Whitehorse

Wendy Donnithorne
City Clerk, City of Whitehorse

SIGNED on behalf of the Commissioner of Yukon at the City of Whitehorse, Yukon, this _____ day of _____, 2023.

Witness

Susan Antpoehler
Manager, Client Services,
Land Management Branch
Department of Energy, Mines and Resources



SCALE:
1: 5,000

DATE:
April 20, 2023

FILE:
Recreation Lease

DWN BY:
KK

REV NO:
1

CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

Bylaw 2023-23 Schedule B - Location Sketch
Proposed 6.39 ha recreation lease with Government of Yukon

