

CITY OF WHITEHORSE – STANDING COMMITTEES

Tuesday, August 22, 2023 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATIONS Donna Reimchen, Ukrainian Canadian Association of Yukon –
Chortkiv, Ukraine

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

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
5. New Business

CITY PLANNING COMMITTEE

1. City – Yukon Government Lease Agreement – Yukon River Area
2. New Business

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Jocelyn Curteanu

August 22, 2023

Meeting #2023-15

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Michelle Friesen

Vice-Chair: Kirk Cameron

August 22, 2023

Meeting #2023-15

1. New Business

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



Chair: Jocelyn Curteanu

Vice-Chair: Mellisa Murray

August 22, 2023

Meeting #2023-15

1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Kirk Cameron

Vice-Chair: Ted Laking

August 22, 2023

Meeting #2023-15

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1. Upcoming Procurements (September/October) – *For Information Only*
Presented by Svetlana Erickson, Manager, Financial Services
 2. Building Signage Policy and Project Scope Amendment
Presented by Lindsay Schneider, Director of People and Culture
 3. Kulan Snow Storage Facility Expansion and Project Scope Amendment
Presented by Taylor Eshpeter, Manager, Engineering Services
 4. Council Grant – Family Transit Passes
Presented by Brittany Dixon, A/Director, Corporate Services
 5. New Business

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	August 22, 2023
RE:	Upcoming Procurements (September/October) – For Information Only

ISSUE

Bi-monthly update on forthcoming procurement projects with an anticipated value greater than \$100,000.

REFERENCE

- [Procurement Policy 2020-03](#)
- Appendix A – Upcoming Procurement Projects Information Report (2023-05)

HISTORY

In accordance with the Procurement Policy, a list of upcoming procurements with an anticipated value greater than \$100,000 must be provided to Council on a bi-monthly basis.

ANALYSIS

Managers have been asked to review their Capital Projects and operating requirements and to provide information on their anticipated procurements over \$100,000 for the period of September and October 2023. The information as compiled by the Financial Services Department is attached as Appendix A.

Appendix A Upcoming Procurement Projects Information Report

Report Number 2023-05

Date of Meeting: August 22, 2023

Subject: Upcoming Procurement Projects

Period: September - October 2023

Purpose: To provide Council with a bi-monthly update on forthcoming procurement projects with an anticipated value greater than \$100,000. All forthcoming procurements are subject to budget and/or rebudget authorization.

No	Department	Project Title	Brief Description	Budget (Operating / Capital)	Commencement Report Required (No/Yes + reason)	Anticipated Procurement Posting Date
1	Business & Technology Systems	Council Chambers Upgrade	Replacement of all A/V and telecoms system with new technology and systems	300c00422	No, Project value <\$500k	September 1, 2023
2	Business & Technology Systems	Fleet Management Telemetry	Installation of Vehicle Telematics for all snow/ice management equipment, analytics system and public portal	300c00223	No, Project value <\$500k	September 1, 2023
3	Business & Technology Systems	Datacenter Server Hosts Replacement	Replacement of datacenter servers that are out of warrantee at the end of life	300c00220	No, Project value <\$500k	September 1, 2023
4	Business & Technology Systems	Datacenter Server Infrastructure Renewal	Replacement of end of life networking equipment in the datacenter	300c00120	No, Project value <\$500k	September 1, 2023
5	Business & Technology Systems	Radio Hardware Renewal/upgrade	Replacement of aging radio tower repeater equipment (Fire, Bylaw, Transit and Parks)	300c00118	No, Project value <\$500k	September 1, 2023
6	Business & Technology Systems	Disaster Recovery and Data Storage Immutability Appliance	Purchase of hardware and software to form part of the City's cyber security and disaster recovery infrastructure, including end user training and hardware/software maintenance	300c00120 300c00220 300c00110	No, Project value <\$500k	September 1, 2023
7	Engineering Services	Whitehorse Escarpment Annual Monitoring Program	Annual geotechnical monitoring services of Whitehorse escarpment	100c00122	No, Project value <\$500k	September 4, 2023
8	Engineering Services	Annual Slope Scanner Rental/Purchase	Annual slope scanner rental to support monitoring of Robert Service Way during freshet	100c00122	No, Project value <\$500k	September 5, 2023
9	Fleet & Transportation Maintenance	Third Party Equipment Rental	Equipment & operator rental for snow and ice control for 2023-2024 winter season	Operating	No, Project value <\$500k	September 1, 2023
10	Property Management	Self-Contained Breathing Apparatus (SCBA) Clean Room Upgrade	Upgrade of SCBA clean room at Public Safety Building	360c00623	No, Project value <\$500k	September 29, 2023
11	Property Management	Electric Vehicle (EV) Charging Station	Supply and installation of level 2 electric charger stations at various City facilities	360c00223	No, Project value <\$500k	September 29, 2023
12	Recreation	Waste and Cardboard Removal	Waste & cardboard removal services at Canada Games Centre, Takhini Arena, Mount McIntyre and Frank Slim Building	Operating	No, Project value <\$500k	October 2, 2023
13	Water and Waste Services	Emergency & Standby Pump Replacements	Purchase of one standby (emergency) electrical wastewater pump to be installed at Marwell	650c00922	No, Project value <\$500k	September 1, 2023

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	August 22, 2023
RE:	Building Signage Policy and Project Scope Amendment

ISSUE

The City has developed a Council Policy for putting Indigenous translated signage on City owned buildings and facilities. Council approval is required of the new Policy, and to amend the scope of the current Capital Project to include policy implementation activities.

REFERENCE

- Attachment 1 - Proposed Building Signage Policy
- [2023-2026 Capital Expenditure Program - 100c00223 Southern Tutchone Place Names – City Buildings](#)

HISTORY

A number of municipalities have taken steps to add Indigenous names to municipal streets, parks and buildings. Signage in other Canadian municipalities has typically used lettering that is the same size and font of the English spelling, with placement of the English above or first in order of reading. This is done as a safety measure to avoid confusion for emergency responders, wayfinding and for legal street naming requirements.

Last year, the City approved a Capital Project to develop a policy to put Indigenous translation signage on City buildings and facilities, beginning with City Hall on 2nd Avenue side which was installed and unveiled this past June.

Kwanlin Dün First Nation (KDFN) and Ta'an Kwäch'än Council (TKC) have indicated their preference for Indigenous language signage in the City to use the Lake Laberge dialect of the Southern Tutchone language. The City will continue to have any translated version of a building or facility name confirmed with KDFN and TKC before installation of new signage.

ALTERNATIVES

1. Adopt the Council Building Signage Policy as proposed, and amend the scope of the Capital Project to include policy implementation activities; or
2. Refer the proposed Policy and project scope back to Administration for further analysis.

ANALYSIS

A new Council Policy is recommended for City Building Signage as it represents a formal Council level of commitment and direction. Placing Indigenous translations on City buildings, particularly City Hall, shows the value that the City places on its relationship with Yukon First Nations as other governments represented in the city, and provides a concrete, meaningful, and visible step in advancing Reconciliation.

Under the new Policy, Indigenous language versions of building names will be placed on external signs on City buildings and facilities that are named (existing and new). The first building to have new signage was City Hall which coincided with the placement of permanent flagpoles for TKC and KDFN flags on June 20, 2023, immediately preceding National Indigenous Peoples Day.

An Implementation Plan will be developed for the new Building Signage Policy, which will include developing an inventory of named and owned City buildings and facilities which would be eligible under the Policy. Implementation planning will also include preparing additional budget submission(s), identification of resources, and working with First Nations to develop public communications materials (such as “phonetic” pronunciation of Indigenous language versions of names) as they are added to buildings.

The Policy will apply to all public City owned buildings and facilities that are currently named, and any future City owned buildings, for exterior signage. Developing signage for wayfinding inside City facilities, may be considered in the future as part of property management and updating facility signage.

KDFN and TKC have each reviewed the proposed Policy and provided input which has been incorporated, such as referencing required criteria for any additional interpretative signage and recognizing that Indigenous language translations may reflect a “version” of a name rather than a straight translation.

Capital Project 100c00223 Southern Tutchone Place Names – City Buildings has supported the development of the proposed Policy, and a budget amendment to amend the project scope is required to refocus the project on implementation and installing signage on City buildings. There is currently \$50,000 in the project budget which would be used for policy implementation, development of a multi-year implementation plan, and installation of new signage on some City buildings this year.

ADMINISTRATIVE RECOMMENDATION

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

THAT Council direct that the 2023 to 2026 Capital Expenditure Plan be revised by amending the scope of Capital Project 100c00223 Southern Tutchone Place Names – City Buildings to include policy implementation activities.

CITY OF WHITEHORSE

COUNCIL POLICY

Building Signage Policy

Policy Number:	2023-
Approved by:	Council Resolution _____
Effective date:	August _____, 2023
Department:	Legislative Services

PURPOSE

To provide a Policy for the placement of signage on City owned buildings and facilities.

POLICY STATEMENTS

The City of Whitehorse strives to maintain esthetically pleasing and functional City owned buildings and facilities. Property Management is responsible for maintaining consistency and standards for City signage.

Signage is more than a building identification tool. Signage is used to assist in way-finding, highlight the history of the city, reflect culture and traditional knowledge, and celebrate and reflect the people of Whitehorse.

OBJECTIVES

The objective of this Council Policy is to:

1. Establish criteria for determining the location, scale, design and installation of exterior signage for City owned and named buildings and facilities;
2. Ensure that external building signage meets the needs of the city, and is consistent with current applicable standards and practices;
3. Establish a commitment, guidelines and appropriate protocols for signage on City buildings which include a translation of the building or facility name into the Southern Tutchone language, as a measure of the City's commitment to advancing Reconciliation.

SCOPE

This Policy will apply to building name signage on all existing and new public City-owned and named buildings and facilities.

DEFINITIONS

“Signage” means all exterior signage identifying the building or facility name, including but not limited to building or facility mounted signs and freestanding signs.

POLICY

Existing public City-owned buildings and facilities that have a name will have signage installed that provides the translated version of the name into the Lake Laberge dialect of the Southern Tutchone language, representing the Kwanlin Dün First Nation and Ta'an Kwäch'än Council people.

New public City owned buildings and facilities will include external signage that provides the English name and the translated version of the name in Southern Tutchone.

For new and existing buildings, signage may include appropriate clan symbols, moieties, and additional cultural interpretive information.

Interpretive signage shall, wherever possible, aim to educate the public on the history of the City of Whitehorse including First Nations history and colonization.

Building signage should be consistent in presentation (scale, format materials, and typography) for both English and Southern Tutchone name translations and to meet City and legal standards to ensure necessary maintenance and accessibility for residents, staff and visitors.

Property Management will work with City Departments to provide guidance with respect to location, scale, design and installation of all exterior building signage.

Placement and format of signage:

1. For emergency responders, way-finding and for legal identification reasons, Indigenous language signage will be placed directly below or to the viewer's right of the English signage, or as practical, so that the English language version is generally read first.
2. For City owned buildings and facilities where Indigenous translation signage is being added to an existing name, the Indigenous language translation will to the extent possible, possess the same font, colour and type size;
3. The length of translated names for City owned buildings and facilities will preferably be of comparable length, or no more than six to eight words. When proposed translations exceed six to eight words, the option of translating the name into an acronym may be considered; and
4. Spelling on signage should not contain unnecessary punctuation, such as quotation marks or parentheses.

History of Amendments

Date of Council Decision	Reference (Resolution #)	Description

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	August 22, 2023
RE:	Kulan Snow Storage Facility Expansion and Project Scope Amendment

ISSUE

To amend the scope of the Kulan Snow Storage Facility Expansion Capital Project from design and permitting services to include initial construction to expand the site.

REFERENCE

- [2023 to 2026 Capital Expenditure Plan - 240c00323 Kulan Snow Storage Facility Expansion – Design & Permitting](#)

HISTORY

The City's existing snow storage facility in Whistle Bend falls within the footprint of the future phases area. The development of the subdivision has started to encroach on the existing snow storage facility and the pace of development is requiring that the City accelerate a new storage location to accommodate snow from Whistle Bend going forward.

There are no suitable options remaining in the Whistle Bend neighborhood and the most viable option is to expand the existing Kulan snow storage site, as it is within an industrial area and there is expansive area to work with.

ALTERNATIVES

1. Amend the Capital Project scope for the Kulan Snow Storage Facility Expansion; or
2. Refer the matter back to Administration.

ANALYSIS

The scope of work for Capital Project 240c00323 Kulan Snow Storage Facility Expansion was limited to detailed engineering design and permitting in 2023 for a large expansion of the Kulan Snow Storage Facility with construction planned for 2024.

This expansion would have accommodated for the closure of the existing Whistle Bend snow storage facility as well as provide additional capacity for future developments. The City released an RFP earlier in the year to procure engineering services for this work; however, no bids were received.

In order to cease using the Whistle Bend snow storage facility for the 2023/24 snow season, Administration is now instead proposing to complete the expansion of the Kulan snow storage site in two phases. Phase 1 would be done using the available budget in the amount of \$200,000 that was previously allocated for engineering design of the larger expansion.

The new scope of the project will include a limited design, construction services for tree clearing and grubbing, earthworks and grading, placement of a gravel pad, and minor drainage improvements.

Larger upgrades to the facility in Phase 2 will still be required and can be considered later. Phase 1 expansion will not be wasted as any work completed for the short-term expansion will improve constructability of Phase 2.

Budget for detailed design of Phase 1 and conceptual design of Phase 2 is being used from remaining budget from the Snow Sites Management Plan. Construction of Phase 1 is anticipated to be within the existing budget that was originally established for design and permitting.

ADMINISTRATIVE RECOMMENDATION

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

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 22, 2023
RE: Council Grant – Family Transit Passes

ISSUE

Request for City support for a refugee family of five sponsored by the Whitehorse United Church.

REFERENCE

- [Bylaw 2023-05 – Fees and Charges Bylaw](#)
- [2023 to 2025 Operating Budget](#)

HISTORY

Historically, the City has supported residents settling in Whitehorse by providing transit passes or passes to the Canada Games Centre on special requests. The Whitehorse United Church has recently sponsored a family of five and requested that Council consider supporting the family with transit passes.

ALTERNATIVES

1. Approve a grant valued up to \$1,500 for 6 months of transit passes; or
2. Do not approve the grant.

ANALYSIS

The cost of City transit for six months for a family of five would be approximately \$1,500. There is currently enough funding in the Council donation account to support this request.

ADMINISTRATIVE RECOMMENDATION

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

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Ted Laking

Vice-Chair: Michelle Friesen

August 22, 2023

Meeting #2023-15

-
1. City – Yukon Government Lease Agreement – Yukon River Area
Presented by Kinden Kosick, Subdivision and Lands Coordinator
 2. New Business

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: August 22, 2023
RE: City–Yukon Government Lease Agreement – Yukon River Area

ISSUE

Entering into a Lease Agreement with the Yukon Government for the lease of approximately 6.39 hectares of vacant Commissioner's Land in the Yukon River area and adjacent to Nisutlin Drive, for the purpose of maintaining City recreation infrastructure.

REFERENCE

- [Municipal Act](#)
- [Zoning Bylaw 2012-20](#)
- Attachment 1 – Proposed Bylaw 2023-23 with Proposed Lease Agreement and Location Sketch

HISTORY

The Government of Yukon (YG) originally entered into a lease with the City for lands in this area in 1971, which was for a term of 50 years. This original lease was assigned for undefined recreational purposes. The area extended from the Yukon River to Nisutlin Drive and was bounded on the north (see attached Location Sketch).

The existing Lease Agreement with YG expired in January 2021, and has been in an over-holding situation since that time. City Administration is now proposing a new Lease Agreement with YG that would expire on December 31, 2050.

ALTERNATIVES

1. Bring forward Bylaw 2023-23 for consideration under the Bylaw process; or
2. Do not proceed with the bylaw process.

ANALYSIS

Lease Area

The proposed lease area is approximately 6.39 hectares in size and located in Riverdale (see Schedule B of the proposed Bylaw). The subject area is bounded to the west by the Yukon River, to the east by Nisutlin Drive and Selkirk Street, to the north by Lot 340, Group 804, Plan 22967 LTO, and to the south by Lot 1022, Quad 105D/11, Plan 73440 LTO.

The proposed lease contains numerous City recreational amenities, including the Nisutlin Drive bus turnaround and outdoor skating area, portions of the Millennium Trail, commemorative benches, parking areas, and landscaping.

Re-establishing a lease with YG allows the City to access, maintain, and enhance the recreational elements within the subject area.

Lease Considerations

The Lease Agreement includes the following key provisions along with the general standard provisions:

- The proposed lease term is for 30 years commencing on January 1, 2021 (back-dated) and ending on December 31, 2050; and
- The proposed lease rate is \$150.00 annually for the term of the lease, subject to review every 5 years, plus any applicable taxes and/or utility charges.

ADMINISTRATIVE RECOMMENDATION

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

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:

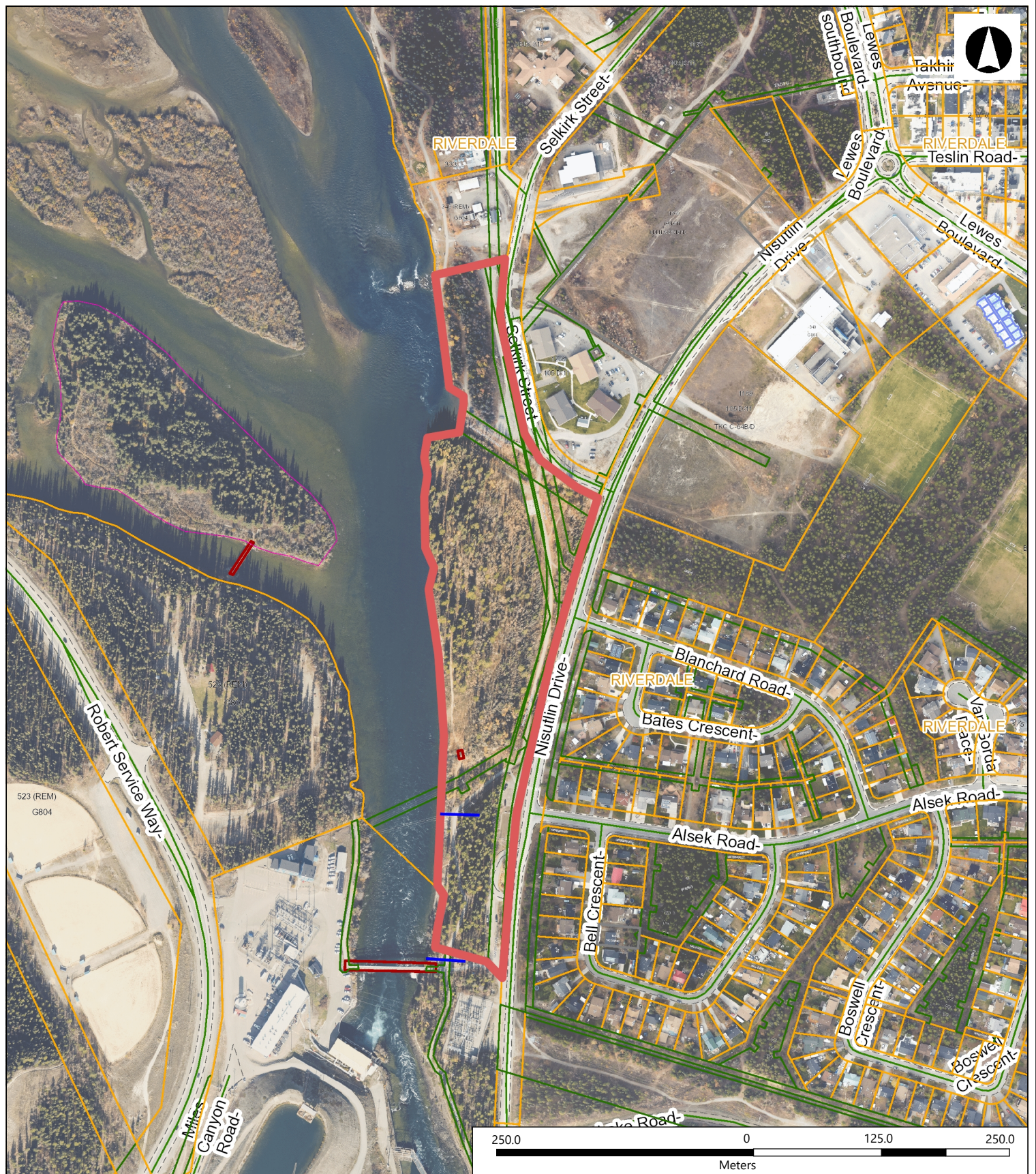
Laura Cabott
Mayor, City of Whitehorse

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



CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Mellisa Murray

Vice-Chair: Dan Boyd

August 22, 2023

Meeting #2023-15

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1. New Business