

# THE CITY OF DAWSON



## COMMITTEE OF THE WHOLE MEETING #CW20-12

**DATE:** TUESDAY, July 14, 2020

**TIME:** 7:00 PM

**LOCATION:** City of Dawson Council Chambers – Safe Spacing rules apply

### 1. CALL TO ORDER

### 2. ACCEPTANCE OF ADDENDUM & ADOPTION OF AGENDA

- a) Committee of Whole Agenda CW20-11

### 3. DELEGATIONS AND GUESTS

### 4. MINUTES

- a) Committee of Whole Meeting Minutes #CW20-11 of May 26, 2020

### 5. BUSINESS ARISING FROM MINUTES

- a) Committee of Whole Meeting Minutes #CW20-11 of May 26, 2020

### 6. SPECIAL MEETING, COMMITTEE, AND DEPARTMENTAL REPORTS

- a) KVA – Lease of Arctic Brotherhood Hall

### 7. BYLAWS AND POLICIES

- a) Bylaw 2020-07 Tr'ondëk Municipal Services Agreement Bylaw

### 8. CORRESPONDENCE

- a) Manon Moreau, President, Yukon Liquor Corp RE: Cannabis Update Summer 2020
- b) Amy Ball RE: Gold Rush Campground
- c) Sharon Edmunds and Boyd Gillis RE: Goldrush RV Park

### 9. PUBLIC QUESTIONS

### 10. IN CAMERA SESSION

- a) Land and Legal Related Matters

### 11. ADJOURNMENT

**MINUTES OF COMMITTEE OF WHOLE MEETING CW20-11** of the council of the City of Dawson called for 7:00 PM on Tuesday, May 26, 2020 was held electronically via Zoom Meeting ID # 863 8353 8763

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**PRESENT:** Mayor Wayne Potoroka  
Councillor Stephen Johnson  
Councillor Molly Shore  
Councillor Bill Kendrick

**REGRETS:** Councillor Natasha Ayoub

**ALSO PRESENT:** A/CAO Marta Selassie

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**Agenda Item:** Call to Order

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The Chair, Wayne Potoroka called the meeting to order at 7:04 p.m.

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**Agenda Item:** Agenda

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**CW20-11-01** Moved by Mayor Potoroka, seconded by Councillor Kendrick that the agenda for committee of the whole meeting #CW20-11 be accepted as amended.  
Carried 4-0

Amendment – remove agenda items B & C

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**Agenda Item:** Minutes

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a) Committee of Whole Meeting Minutes #CW20-09 of April 27, 2020

**CW20-11-02** Moved by Mayor Potoroka, seconded by Councillor Kendrick that the minutes of committee of the whole meeting #CW20-09 of April 27, 2020 be accepted as presented.  
Carried 4-0

b) Committee of Whole Meeting Minutes #CW20-10 of May 5, 2020

**CW20-11-03** Moved by Mayor Potoroka, seconded by Councillor Kendrick that the minutes of committee of the whole meeting #CW20-10 of May 5, 2020 be accepted as amended.

Amendment – add statement

**CW20-11-04** Moved by Mayor Potoroka, seconded by Councillor Johnson that the minutes of committee of the whole meeting #CW20-10 of May 5, 2020 be tabled  
Carried 4-0  
Check proceedings bylaw about adding statements to minutes

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**Agenda Item:** Business Arising from Minutes

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Committee of Whole Meeting Minutes #CW20-09 of April 27, 2020

Page 2: Council would like follow-up on more garbage cans at the ferry as well as dog poop bags, audit where place cans and animal waste stands.

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**Agenda Item: Special Meeting, Committee, and Departmental Reports**

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a) Mammoth Statue Update

Connect with YG Paleontology for help with a plaque and sort out a location (suggested options: North End, Canada 125 park.

b) Parks & Rec Master Plan

Bring forward to June 16

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**Agenda Item: Bylaws & Policies**

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**CW20-10-05** Moved by Mayor Potoroka, seconded by Councillor Shore that committee of the whole forwards Draft 2020 Repeal No.1 Bylaw to council with a recommendation to proceed with bylaw readings.

Council:

June 9<sup>th</sup> meeting THAT bylaw #2020-03 being the 2020 Repeal No. 1 Bylaw be given first reading.

Carried 3-1

- Has heritage and archives at Yukon Government been contacted?

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**Agenda Item: Correspondence**

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**CW20-10-06** Moved by Mayor Potoroka, seconded by Councillor Kendrick That committee of the whole acknowledge receipt of correspondence from Minister Streicker re: Covid-19 Call Centre Line.

Carried 4-0

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**Agenda Item: In Camera Session**

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**CW20-10-07** Moved by Mayor Potoroka, seconded by Councillor Johnson That committee of the whole move into a closed session for the purposes of discussing a land and legal related matter as authorized by section 213 (3) of the *Municipal Act*.

Carried 4-0

**CW20-10-08** Moved by Mayor Potoroka, seconded by Councillor Kendrick That committee of the whole reverts to an open session of committee of the whole and proceeds with the agenda.

Carried 4-0

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**Agenda Item: Adjournment**

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**CW20-10-17** Moved by Mayor Potoroka, seconded by Councillor Kendrick that committee of the whole meeting CW20-11 be adjourned at 9:58 p.m. with the next regular meeting of committee of the whole being May 26, 2020.  
Carried 4-0

**THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-11 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-\_\_ - \_\_ AT COMMITTEE OF WHOLE MEETING CW20-12 OF July 14, 2020.**

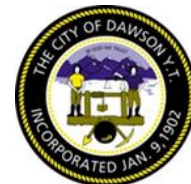
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Wayne Potoroka, Chair

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Marta Selassie, A/CAO

# Report to Council



☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	KVA Request to Purchase	
<b>PREPARED BY:</b>	Cory Bellmore	<b>ATTACHMENTS:</b>
<b>DATE:</b>	July 11, 2020	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>		

## RECOMMENDATION

It is respectfully recommended that committee of the whole direct administration to negotiate a new long term lease for the Arctic Brotherhood Hall and advise KVA that the City of Dawson is not interested in selling the building

## ISSUE / PURPOSE

KVA's lease for Arctic Brotherhood Hall (Diamond Tooth Gertie's) expired as of December 31, 2018. We are currently in the 2nd year of an extension to that lease while the City has taken the time to explore the request to purchase from KVA.

## BACKGROUND SUMMARY

KVA entered into an agreement with the City of Dawson to lease Lots 1, 2, 19, and 20, Block S, Ladue Estate (Arctic Brotherhood Hall) for the purposes of operating Diamond Tooth Gertie's. The lease is in effect from January 1, 2009 to December 31, 2018. The lease contemplates what activities are permissible, such as tourism, recreation, and economic development activities that have a positive benefit to the Dawson community. Additionally, the lease states that KVA is responsible for all costs associated with operating the building, including taxes and all maintenance/repairs.

The position taken by KVA is that they have invested a significant amount of money into ongoing maintenance and repairs of Arctic Brotherhood Hall (ABH) (approximately \$1.8 million), despite the fact that they do not own the building.

## ANALYSIS / DISCUSSION

Council has considered this request from the KVA and requested the following be asked of Counsel:

We are seeking advice on questions relating to leasehold and tenure of the Arctic Brotherhood Hall (ABH), a municipally-owned heritage building that sits on municipal land. It has been operated as Diamond Tooth Gertie's Gambling Hall under lease to the Klondike Visitors Association (KVA) since 2009 (the most current lease). The KVA is a registered not-for-profit society.

The KVA has initiated discussions with the City of Dawson regarding potential sale or long-term lease of the ABH building and land. Council is currently considering 2 options:

Option A: sell building **and** enter into long-term (?? Year – not sure what the going land lease timeframe is) land lease

Option B: enter into long-term (?? year – need to figure out what is reasonable? 25years?) lease of **both** building and land

The City wishes to safeguard this important municipal heritage site by ensuring that:

- the City is the legally-designated recipient of the Arctic Brotherhood Hall should the KVA go defunct at any future time. The KVA's Constitution currently lists the City as recipient of its assets should the society fold. However, the Constitution can be amended by KVA membership fairly easily, so this is not considered adequate protection on its own.
- the KVA undertakes appropriate, ongoing structural repairs and maintenance of ABH [in perpetuity?]
- the KVA does not mortgage or financially leverage the ABH in any way that could result in seizure or loss of ABH
- the KVA does not sell ABH unless the City is given 1st option to purchase; if this situation should arise, the KVA's asking price to the City should not exceed (undetermined as their current ask is \$1 given the value of upgrades they have made).
- the future, long-term relationship of the City and KVA (with regard to ABH building and land) is unambiguous and straightforward, with the expectations and responsibilities of each party clearly spelled out.

**Questions:**

- If the City pursues Option A, what measures are recommended to ensure the above safeguards via the building sale agreement and land lease?
- If the City pursues Option B, what measures are recommended to ensure the above safeguards via the building lease and land lease?
- Are there other recommended legal options (C, D, E?) that should be explored to ensure the above safeguards, such as joint tenancy and/or joint tenure arrangements?
- What is the maximum length of commercial lease allowed by law?
  - Response from Legal counsel was that the best way to ensure the City of Dawson controls the site in the event of the Society having problems is a long term lease. They are willing to do the work required with the City to put this lease in place.
  - There is no limit to the length of the lease, administration suggests 20 years with a quarterly check in (every 5 years) to ensure that the terms of the lease are still meeting the needs of both parties.

APPROVAL	
NAME:	Cory Bellmore, CAO
DATE:	
SIGNATURE:	



# THE CITY OF DAWSON

## Tr'ondëk Municipal Services Agreement Bylaw

Bylaw No. 2020-07

**WHEREAS** section 230 of the *Municipal Act*, RSY 2002, c. 154, and amendments thereto, provides that council may, by bylaw, authorize its municipality to enter into an agreement with Tr'ondëk Hwëch'in for the purpose providing a municipal-type system or service within the boundaries of the municipality or within the area over which Tr'ondëk Hwëch'in has settlement land; and

**WHEREAS** the City of Dawson and Tr'ondëk Hwëch'in have negotiated a Service Agreement respecting the provision of municipal services to land owned by Tr'ondëk Hwëch'in identified as parcel C-4 B/D and C-86F/SD, in the *Tr'ondëk Hwëch'in Final Agreement*; now

**THEREFORE**, pursuant to the provisions of the *Municipal Act* of the Yukon, the council of the City of Dawson, in open meeting assembled, **ENACT AS FOLLOWS:**

### PART I - INTERPRETATION

#### 1.00 Short Title

1.01 This bylaw may be cited as the ***Tr'ondëk Municipal Services Agreement Bylaw***.

#### 2.00 Purpose

2.01 The purpose of this bylaw is to authorize the City of Dawson entering into a Service Agreement with Tr'ondëk Hwëch'in regarding the provision of municipal services to land owned by Tr'ondëk Hwëch'in identified as parcel C-4 B/D and C-86F/SD, in the *Tr'ondëk Hwëch'in Final Agreement*.

#### 3.00 Definitions

3.01 In this Bylaw:

- (a) Unless expressly provided for elsewhere within this bylaw the provisions of the *Interpretations Act*, RSY 2002, c. 125, shall apply;
- (b) "CAO" means the Chief Administrative Officer for the City of Dawson;
- (c) "city" means the City of Dawson;
- (d) "council" means the Council of the City of Dawson.



# THE CITY OF DAWSON

## Tr'ondëk Municipal Services Agreement Bylaw

Bylaw No. 2020-07

### PART II – APPLICATION

#### 4.00 Agreement

- 4.01 The City of Dawson is hereby authorized to enter into a Service Agreement with Tr'ondëk Hwëch'in regarding the provision of municipal services to land owned by Tr'ondëk Hwëch'in identified as parcel C-4 B/D and C-86F/SD, in the Tr'ondëk Hwëch'in Final Agreement.

### PART III – FORCE AND EFFECT

#### 5.00 Severability

- 5.01 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder unless the court makes an order to the contrary.

#### 6.00 Enactment

- 6.01 This bylaw shall come into force on the day of the passing by council of the third and final reading.

#### 7.00 Bylaw Readings

Readings	Date of Reading
FIRST	
SECOND	
THIRD and FINAL	

\_\_\_\_\_  
Wayne Potoroka, Mayor

**Presiding Officer**

\_\_\_\_\_  
Cory Bellmore

**Chief Administrative Officer**



## MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("MSA") made this day of October 2017,  
20

### Between:

**Tr'ondëk Hwëch'in Government**, a Yukon First Nation ("TH")

and

**The City of Dawson**, a municipal corporation pursuant to the provisions of the *Municipal Act* (the "City")

### Whereas

- A. TH is the legal and beneficial owner of certain land situated within the corporate limits of the City;
- B. As it is in the best interests of both governments to ensure the efficient and cost-effective delivery of municipal services, the City and TH desire to enter into this MSA-Municipal Services Agreement ("MSA") respecting the provision of municipal services to the Lands (as defined below);
- C. This MSA, including attached schedules, constitute the entire agreement between the City and TH pertaining to the subject matter hereof, and this MSA supersedes all prior letter agreements and correspondence with respect to the subject matter of this MSA; and
- D. TH will also allow the City unimpeded access to the Lands for the purpose of operating and maintaining the infrastructure and ensuring the consistent application and enforcement of municipal bylaws related to permitted land use and occupancy behaviourbehavior on similar lands within community boundaries.

**Now therefore this Agreement witnesses that**, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), TH and the City hereby agree as follows:

## Definitions

1. Throughout this MSA, the words and phrases set forth hereunder shall have the following meanings:
  - (a) "City Personnel" means the City's officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
  - (b) "Lands" means the land owned by TH within the City and identified as ~~parcel~~parcels C-4 B/D ~~and C-86 F/SD~~, in the Tr'ondëk Hwëch'in Final Agreement, Appendix "A", under the heading Settlement Land Descriptions of the Tr'ondëk Hwëch'in;
  - (c) "Phase 2" means the ~~second~~ phase of C-4B/D development that is detailed in the Associated Engineering (B.C.) Ltd drawings (see Appendix 1 attached hereto);
  - (d) "Services" means garbage collection, fire protection, all season road maintenance, emergency services, street lighting, bylaw enforcement, water and sewer services including normal maintenance thereto; and includes the installation of City-approved manholes for access to water and sewer lines servicing and may include the addition of Cable TV and Internet services where a separate or addendum to this MSA is negotiated; and
  - (e) "Works" means the improvements and works necessary for the City to provide the Services, including, but not limited to surface and underground storm sewer and drainage works, water main works, sanitary sewer and associated infrastructure, street lighting, and underground wiring.

## Term

2. The term of this MSA shall commence upon the ~~day of October 2017,~~ 20, and remain in effect until such time as it is either amended or terminated by either party in accordance with the provisions in section ~~47~~15 hereof.

### Supply of Municipal Services

3. Except as is otherwise provided for herein, the City agrees to provide the Services to the Lands and the occupants of the Lands, at the same level as the Services are provided to similarly zoned lands in a similar state of development within the City, provided however, that the Services shall specifically exclude those services provided by other levels of government. ~~As consideration for the Services, TH agrees to pay the City a fee for the provision and maintenance of such Services on an annual basis. TH will pay an amount equal to that which would be assessed and levied by the City to provide the Services on similar properties located in similar land use zones through taxes and/or service fees.~~

### Infrastructure Operation & Maintenance

4. Except as set out in this section 4, the City shall be responsible for all operation and maintenance costs and expenses in relation to the Works and the Services provided to the same extent that it is responsible for such costs and expenses elsewhere throughout the City.

~~TH warrants that at the time of transfer, the infrastructure (including the Works) installed by TH on the Lands has been constructed in accordance with current City servicing standards, is compatible with operation of the City's existing infrastructure and is free from all defects of material and workmanship. TH has provided the City with as-built drawings (Appendix 1). Furthermore, TH agrees it shall be responsible for the cost of any and all replacements and repairs to the Works for a period of one year from the date of the activation of the water and sewer lines described in section 13 hereof. For clarity, during such year and upon written notice from the City, within the time period provided in such notice (or if there is no time period, then forthwith), TH shall replace, repair or otherwise make good any and all defects, deficiencies in or replacements of the Works identified by the City in such notice.~~

**Commented [CD1]:** On built drawings provided by

### Liability for Supply of Services

5. The City shall have no greater liability or obligation with respect to the supply of Services to the Lands pursuant to the provisions of this MSA than it has to owners and occupiers of other land, improvements and businesses in the City generally. Notwithstanding that the City has entered into this MSA, the City shall be entitled to the benefit of all defenses which would have otherwise been available to it, with respect to the provision or interruption of the Services.

TH hereby releases and discharges the City and the City Personnel, and covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all damages, losses, costs, actions, causes of action, claims, demands, liens, builders liens, liabilities, expenses, indirect or consequential damages whatsoever (the "Losses") which may arise or accrue to TH or any person, firm or corporation against the City or the City Personnel or which the City or the City Personnel may suffer, incur or be put to:

- (a) by reason of the City or City Personnel: (i) inspecting the Works; (ii) performing any work in accordance with the terms of this MSA or requiring TH to perform any work pursuant to this MSA; or (iii) exercising any of the City's rights pursuant to any statutory rights of way that may be granted to the City pursuant to this MSA; whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or any City Personnel; or
- (b) arising out of, or that would not have been incurred but for: (i) this MSA; or (ii) the design, construction, installation, maintenance and/or replacement of the Works by TH or its servants, agents, contractors or subcontractors; or
- (c) any negligent act or omission or willful misconduct of TH or any of its contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the exercise of the obligations and responsibilities of TH under this MSA; or
- (d) any default in the due observance and performance of the obligations or responsibilities of TH under this MSA; or
- (e) any misrepresentation by TH made in or pursuant to this MSA.

The releases and indemnities in this section 5 shall remain in full force and effect and survive the issuance by the City of a Certificate of Acceptability and shall survive the termination, release or modification of this MSA.

## Taxation

6. For those of the Lands that are Category B Settlement Lands, TH and the City agree that the City shall charge TH an amount equal to the amount of taxes that would be payable if the Lands and improvements thereon were not exempt from Property Taxes property taxes.

**Commented [AH2]:** From concerned about liability w settlement land. G. Lang th too far. Need to find some r

**Commented [CD3R2]:** section fully

For those of the Lands that are Fee Simple Settlement Lands, the City shall charge TH

~~Property Taxes~~property taxes in accordance with the laws of general application.

**Commented [AH4]:** TH comes out of S 14.9 of the T

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Any residence that is occupied as a personal residence on The Lands, and which otherwise meets the criteria, shall be deemed owner-occupied for the purposes of any grant programs available from time to time to homeowners.

### **Consideration and Payment for Services**

~~7.7.~~ Subject to paragraph 8 below, where the provision of specific Services or maintenance of the Works are paid by direct charge to individual property owners-on similar properties located in similar land use zones, rather than through the levy of property taxes, TH shall pay pay a fee equivalent to such direct charges when levied invoiced by the City in accordance with the relevant City bylaws regarding charges and levies. For clarity, these charges include, but are not limited to, fire protection, load capacity charges, public works service calls, and quarterly bills concerning water, sewage, or waste management.

The City agrees to invoice TH for the Services~~those direct charges~~ provided in accordance with the relevant City bylaws regarding charges and levies which may be imposed for the provision of such Services or maintenance of the Works as adjusted from time to time to reflect changes in the assessed property value of the Lands and improvements located thereon. TH agrees to pay for the Services including, without limiting the generality of the foregoing, water and sewer load capacity charges. Further, the City and TH agree that they may agree to have certain other property- or infrastructure-related direct charges, such as garbage collection, charged directly to sub-lessees of TH occupying the Lands, much in the same way as holders of fee simple property are charged directly off. TH will notify the City in writing when lots on the Lands are leased to TH citizens for private homeownership; The City will thereafter directly invoice leaseholders for services related to their lots.

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### **Individual Direct Charge Services**

8. Notwithstanding any other provision of this MSA, it is understood and agreed that the amount TH will pay the City shall not cover those services and charges which are normally invoiced by the City directly to the consumer of such services including, without limitation, bylaw enforcement, recreational programming and fines resulting from bylaw violations. Such services and costs

shall be paid for by the occupant or individual to whom such services are provided in the same manner as any other party to whom such services are provided within the municipality, including, where required by law, the remittance of any and all taxes imposed by Federal or Territorial legislation in relation to the provision of such services.

~~Further, the City and TH agree that they may agree to have certain other direct charges, such as garbage collection, charged directly to sub-lessee of TH occupying the Lands, much in the same way as holders of fee simple property are charged directly off~~

## Capital Replacement

9. On acceptance after the warranty period, and despite the representation and warranty provided by TH in regards to the Works, the installed Works will be treated as part of the City's infrastructure and be subject to the same policies and financing agreements for capital replacement as all other City infrastructure.

## ~~New Infrastructure & Development Phasing~~

### ~~10. —~~

- ~~(a) Notwithstanding anything to the contrary in this MSA, TH acknowledges and agrees that it shall remain responsible for all costs for the initial installation of the onsite roads, utilities and related infrastructure on the Lands in accordance with the City's level of service standards at the time of installation;~~
- ~~(b) TH and the City acknowledge that recently identified off-site aging infrastructure and sewage capacity issues may influence the timing for full activation of all Services during subdivision build-out of the Lands. Both parties agree that it is in their mutual best interest to increase the density of development in to help relieve the shortage of full-serviced residential lots and increase affordable housing options on the Lands. Accordingly, TH and the City agree to use reasonable commercial efforts within their respective areas of responsibility and jurisdiction to resolve the downstream sewer and water condition and capacity issues in a timely manner;~~
- ~~(c) The parties agree that until the downstream sewer and water condition and capacity issues referred to in b. are resolved, TH shall limit the number of new dwellings on Phase 2 to 12 and shall connect those lots to the existing water and sewage infrastructure along Joe Henry Road;~~

**Commented [AH6]:** As in S. 7, I think that it should be clarified that the City will make that are not therefore basically not a pa

I think it would be good to clarify that lots are to be billed which will notify the City in writing which citizens for private homeowners and leaseholders for services re

~~(d) TH covenants with the City that no improvements shall be constructed, redeveloped or occupied on the Lands until all necessary permits and approvals (including, but not limited to a City Development Permit) have been obtained and unless such improvements have been constructed in accordance with the terms of such approvals and permits and all applicable law, including, but not limited to the City's Heritage Management Guidelines.~~

### **Improvements & Upgrades Beyond Minimum Level of Service Standards**

~~11.10.~~ TH acknowledges and agrees that:

- (a) The minimum infrastructure construction and level of service standards for the Works are established by the City. These standards are uniform and applicable for all infrastructure development within the City ~~of Dawson~~.
- (b) Should TH wish to raise such standards within the Lands, or make additional Improvements that will have future operations and maintenance or capital replacement implications for the City, it will provide detailed drawings of the proposed Improvements for review and approval by the City.
- (c) The City at its discretion may agree to accept, reject or place such conditions as it feels are appropriate to the nature of the Improvements proposed in reviewing the request. If such Improvements are made without such consent, the City shall not be responsible for the provision of any additional Services or, with respect to the Improvements, the subsequent maintenance, repair and eventual replacement at the end of their service life.
- (d) For the purposes of this Section, "Improvements" include but are not limited to modifying the Works, by, among other things, adjusting the spacing of streetlights, adding curbs, gutters and sidewalks, requesting additional water and sewer service connections, applying asphalt pavement ~~rather than~~or BST surfacing of roads, undertaking additional landscaping within road rights-of-way.

### **Heat Trace**

~~12. Upon implementation of this MSA, the City shall pay the cost of electricity to maintain the operation of the heat trace in the sewer lines on the Lands. Upon determination of the actual cost of the electrical charges to maintain the operation of the heat trace, TH agrees to pay to the City~~

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~~that portion of the electrical charge in excess of \$500.00 for any twelve month period commencing July 1<sup>st</sup> annually during the currency of this MSA, prorated for any period of less than twelve months which may result from the commencement or termination of this MSA.~~

**Commented [AH7]:** Jan trace is currently out of use that this section be struck a

## **Activating Water and Sewer Lines**

**13.12.** The water and sewer lines on the Lands shall not be activated until:

- (a) At or about the time of expiration of the Maintenance Period for the Works, TH shall submit a request for a Certificate of Acceptability for the Works, then the City will, deliver to TH either a certificate confirming that the City has accepted the Works (the "Certificate of Acceptability") or, if TH has not, in the City's determination, complied with its obligations set-out in section 4 of this MSA, TH will deliver to the City a maintenance period deficiency list (the "Maintenance Period Deficiency List") and the Maintenance Period for the Works will be extended until such time as the deficiencies on the Maintenance Period Deficiency List are remedied to the City's satisfaction. Until the deficiencies on the Maintenance Period Deficiency List are remedied to the City's satisfaction, the terms and conditions of this section 4 shall, *mutatis mutandis*, continue to apply. TH hereby acknowledges and agrees that the City's issuance of a Certificate of Acceptability for the Works does not constitute a certification by or on behalf of the City that the Works have been completed in the manner set-out in this MSA and TH acknowledges and agrees that, notwithstanding the issuance of a Certificate of Acceptability for the Works, TH remains obligated to have designed, installed, completed and maintained the Works on the terms and conditions set-out in this MSA. TH acknowledges and agrees that TH relies exclusively on TH's Engineer and TH's contractors, and that the City does not, by its approvals, inspections or issuance of a Certificate of Acceptability for the Works, warrant or represent that the Works are without fault or defect and that all approvals and inspection of the Works given or made by the City are for the sole benefit of the City.
- (b) TH provides the City with all as-built, stamped, engineering and survey drawings and plans related to the infrastructure installed on the Lands for the Services to be provided by the City and the City has provided written confirmation to TH that it is satisfied with such drawings and plans;
- (c) TH and the City have entered into an easement agreement for the Lands, in a form satisfactory to both parties, which allows the City access for the purposes of providing and maintaining the Services; and



(d) TH agrees that its engineers and contractors responsible for the activation of water and sewer lines shall not do so without providing reasonable notice to the City and their staff so they are present to assist and observe activation.

~~(d)(c)~~ At the time of signing the present Municipal Services Agreement, TH has satisfied the City's requirements and the water and sewage lines on the Lands have been activated for Phase I and II.

**Commented [AH8]:** From Marangu suggested reinstating phases have a blueprint for potential working for S. 12( have been activated.

#### **Winter Activation**

~~1412.~~ In the event that TH requests the City to activate water or sewer lines to the Lands during the period of November 1 to April 30 in any year, the City shall be allowed a minimum of two weeks to commission the lines and the City shall not be responsible for any damages or deficiencies resulting from the activation of such lines during the winter months.

**Commented [AH9]:** From the winter activation section

#### **Bleeders and Meters**

~~1513.~~ The City shall make water meters and fixed orifice bleeding devices available to TH on the same basis as such meters and bleeders are made available to the owners of property within the City.

#### **Joint Meetings of Council**

~~1614.~~ The City and TH acknowledge and agree that to successfully fulfill their respective mandates, it is essential that they work together in a spirit of cooperation, and maintain an open and ongoing dialogue with respect to their various inter-relationships. Towards this end, the City and TH agree that their respective Councils shall hold a joint meeting as soon as is practicable in each year during the currency of this MSA, and so often thereafter as may be necessary or desirable, with a view to ensuring the harmonious operation of this MSA, and the resolution of such issues as may arise.

#### **Assumption of Responsibility for Services**

~~1715.~~ TH may assume the responsibility for any of the Services provided to the Lands. Prior to so doing, TH and the City shall negotiate an agreement for the provision of such services, in accordance with the Tr'ondëk Hwëch'in Final Agreement and the Tr'ondëk Hwëch'in Self Government Agreement.

#### **Payments**

~~18~~16. Any amounts of money owing under this Agreement by TH to the City shall be paid to the City within thirty (30) days following delivery by the City to TH of a written invoice for payment. Any overdue amounts will be considered to be in arrears and will be subject to a (10%) penalty charge plus an additional monthly interest charge based on the Bank of Canada annual prime business interest rate, calculated monthly not in advance, from the date due until such amounts are paid.

#### **Default**

~~19.~~ The City has the right to terminate this Agreement in event of default by TH.

17. Either party has the right to terminate this Agreement in event of default by the other party, provided that the party shall be given ninety (90) days' notice to rectify the identified breach before termination of this MSA is effective. In the event the party either rectifies the breach, or takes steps so as the breach will be rectified, such termination notice will be considered of no further force or effect and this MSA shall continue.

#### **Emergencies**

~~20~~18. In the event of an emergency or apprehended emergency occasioned by any breach of TH (or any of TH's contractors or subcontractors) of any of TH's obligations in this MSA ~~(as determined by the City)~~, the City may, but without obligation to do so, immediately remedy the default and thereafter will notify TH as soon as reasonably possible of the occurrence. TH shall pay to the City all costs incurred by the City in remedying the default, which costs will include all interest and other amounts paid by the City in obtaining the funds necessary to remedy the default plus the City's normal overhead charges.

#### **Arbitration**

~~21~~19. In the event of any dispute with regard to the interpretation or enforcement of this MSA, the matter may, with the consent of both parties, be referred to binding arbitration to be conducted in accordance with the *Arbitration Act* with such arbitration to take place in the City of Dawson, Yukon Territory. The decision of any arbitrator conducting arbitration pursuant to this MSA shall be final and binding and have the same force and effect as a final judgment in a court of competent jurisdiction. If either party fails to abide by the decision or award of the arbitrator, then the opposing party shall have the right to apply to the appropriate court or courts to obtain an order compelling the enforcement of the decision or award of the arbitrator.

## Notices

~~19~~20. Any notice given or required to be given under this MSA shall be in writing and shall be deemed to have been given when mailed by registered mail, postage prepared to the other party at the address stated below or at the latest changed address given by the party to be notified as hereinafter specified:

Tr'ondëk Hwëch'in Government  
Box 599, Dawson City, Yukon Y0B 1G0

Attention: [REDACTED] Housing and  
Infrastructure Director

The City of Dawson  
Box 308, Dawson City, Yukon Y0B 1G0  
Attention: Public Works Superintendent

Either party may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth a new address.

## Reasonable Assurances

~~20,21~~. The parties hereto shall at all times and upon every reasonable request provide all further assurances and do all such further things as are necessary for the purpose of giving full effect to the covenants and provisions contained in this MSA.

## No Fettering and No Derogation

~~21,22~~. Nothing contained or implied in this MSA shall fetter in any way the discretion of the City ~~or~~, City Council, TH or Chief and Council. Further, nothing contained or implied in this MSA will derogate from the obligations of ~~TH~~ the parties hereto under any other agreement ~~with the City~~ between them or, if ~~the City~~ either party so elects, prejudice or affect the ~~City's~~ selecting party's rights, powers, duties or obligations in the exercise of its functions pursuant to all public and private statutes, bylaws, orders and regulations, and the rights, powers, duties and obligations ~~of the City~~ under all public and private statutes, by-laws, orders and regulations, which may be, ~~if the City so elects~~, as fully and effectively exercised in relation to the Lands as if this MSA had not been executed and delivered by ~~TH and the City~~ parties.

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## No Waiver and Remedies Cumulative

~~22.23.~~ ~~TH~~ ~~The parties~~ acknowledges and agrees that no failure on the part of ~~the City~~ ~~either party~~ to exercise and no delay in exercising any right under this MSA will operate as a waiver thereof nor will any single or partial exercise by ~~the City~~ ~~either party~~ of any right under this MSA preclude any other or future exercise thereof or the exercise of any other right. The remedies in this MSA provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this MSA will be deemed to be in addition to and not restrictive of the remedies of either party to this MSA at law or in equity.

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## Time is of the Essence

~~23.24.~~ Time is of the essence of this MSA.

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## Entire Agreement

~~24.25.~~ This MSA represents the entire agreement between the City and TH regarding the matters set out in this MSA, and supersedes all prior agreements, letters of intent or understandings about those matters.

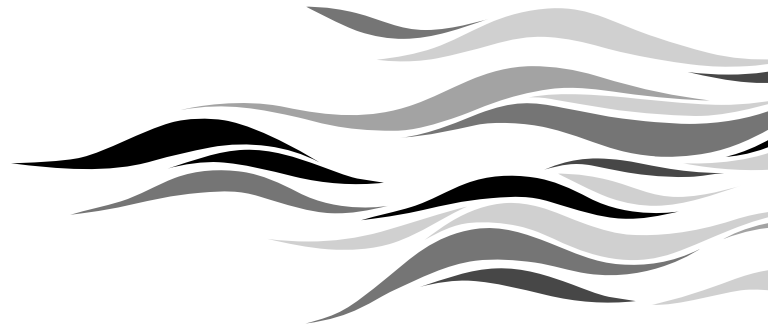
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IN WITNESS WHEREOF the City and the Tr'ondëk Hwëch'in Government have executed this agreement by their duly authorized representative.

~~[NTD: TH to confirm only one signature is required]~~

	)	<b>Tr'ondëk Hwëch'in Government</b>
	)	By:
	)	
	)	
	)	
_____	)	_____
Witness	)	<u>Chief Authorized Signatory</u>

	)	<b>The City of Dawson</b>
	)	By:
	)	
	)	
	)	
_____	)	_____
Witness	)	Mayor



**Yukon Liquor Corporation**  
**PO Box 2703, Whitehorse, Yukon Y1A 2C6**

July 8, 2020

To: City Manager, City of Whitehorse  
Chief Administrative Officers, Yukon Communities  
Executive Director, Association of Yukon Communities

BY EMAIL

Re: Cannabis Update Summer 2020

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First, I would like to introduce myself and let you all know that I am looking forward to working with you on the variety of initiatives underway at the Yukon Liquor Corporation (YLC).

Second, one and a half years into the legalization of cannabis, the YLC would like to take this opportunity to provide Yukon communities with an overview of the current status, and progress made, in the implementation of Yukon's cannabis legislation and retail framework.

Yukon's cannabis legislation aims to protect public health and safety with a specific focus on youth and to displace the illicit trade in cannabis. The Act determines how cannabis is distributed and sold in Yukon and provides rules on age, consumption, possession, and personal cultivation, among other areas. Yukon's legislation embeds systems and processes to ensure legal access to cannabis while also providing opportunities for private business.

The legislation also provides Yukon communities with the flexibility to influence access to legal cannabis in their communities by:

- regulating the location of cannabis stores through zoning;
- permitting or prohibiting the sale of products and accessories in cannabis licensed premises; or
- applying restrictions on cannabis use on recreational land (such as parks).

The Cannabis Licensing Board, which operates at arm's length from the Yukon Liquor Corporation, is responsible for making cannabis licensing decisions and determining licence conditions. To date the board has processed twelve licence applications and granted eight cannabis retail licences, with five cannabis retail stores currently operating in Yukon communities:

- Whitehorse: Triple J's Canna Space, Fire and Flower and The Herbarry;
- Dawson City: Dawson City Cannabis; and
- Carmacks: The Pothole.

In October 2019, one year after opening, the Cannabis Yukon brick-and-mortar store closed, providing more opportunities for the private retail market. YLC continues to operate its e-commerce platform ensuring legal and safe access to cannabis in all Yukon communities, specifically communities without cannabis brick-and-mortar stores.

To help reduce the harms associated with cannabis, YLC also supports a variety of social responsibility initiatives from Government of Yukon departments, Health Canada and a number of non-profit organizations, such as social media campaigns and educational materials to facilitate responsible cannabis consumption and enhance public awareness of the health risks associated with cannabis use.

Moving forward, YLC continues to focus on being as effective and responsive as possible in its role as wholesale distributor, online retailer and regulator as the private sector expands the brick-and-mortar retail of cannabis.

We would like to thank all of our partners for their hard work and close collaboration as we continue our journey together in this new and evolving industry.

If you have any questions about Yukon's legislation please contact us via email at [cannabis.licensing@gov.yk.ca](mailto:cannabis.licensing@gov.yk.ca) or call us at 897-667-5265.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Manon Moreau', with a stylized flourish at the end.

Manon Moreau  
President, Yukon Liquor Corporation

c: David Sloan, Chair Cannabis Licensing Board

June 8, 2020

Amy Ball  
P.O Box 547  
Dawson City, Yukon  
Y0B 1G0

[amylaurelball@gmail.com](mailto:amylaurelball@gmail.com)  
(867) 689-4208

Dawson City Council  
1336 Front Street  
P.O Box 308  
Dawson City, Yukon  
Y0B 1G0

Dear Dawson City Mayor and Council,

I'm writing to express my concern regarding the Gold Rush Campground, and the conversation of potential other uses of the City-owned land (Lots 1-20, Block Q, Ladue Estate). I have come to understand that it's possible the status quo will continue, and this lease will be renewed to its current tenants for another ten years at an incredibly reduced rate. Though I do understand how tight our community's economic well being is tied to the tourism industry, I do not see how following through with a status quo lease from ten years ago is in any way reflective of a world, a country, a territory and a town that have certainly changed in the last ten years. It's fundamentally very flawed to renew such a lease without seriously considering all the other possibilities. Mayor and council, I urge you to consider, on a need basis, what twenty city lots could actually represent for this community; and if a seasonal RV Park, rented at an extremely reduced rate, is truly the priority of the council, I will be one very concerned community member.

Two very prominent issues in our community, which need to be prioritized and require active consideration from the Mayor and Council as alternative uses for Lots 1-20, Block Q, Ladue Estate:

1. As someone with strong roots in this community, who would like to invest here long term, I see prioritizing the aforementioned seasonal RV park, over the dire need for affordable property/ housing in this town, as a slap in the face. Ignoring the much spoken about, and ever growing, need for housing and affordable housing, is irresponsible to a growing population who want to make Dawson their home but are completely priced out of the market. How feasible will a tourism industry be when no one can afford to live here to work in it?

2. The other very real need is for a new year round recreation facility. It is of course no secret the current recreation centre will not last much longer, and finding a location to build a new and improved one should be an extremely high priority for the council. I do not have to go on listing the benefits and importance of a year round recreation facility to a northern community, I am sure the council is well aware of this. However, actions do speak louder than words, and should this lease be renewed, without very careful consideration of Lots 1-20 of the Ladue Estate as a potential site for a new recreation centre, it will be as if council's vote is for tourism over the physical and mental well being of the community it represents.

Thank you for taking the time to consider my appeal, I trust this issue will be given the time and consideration it deserves. I truly hope the outcome is one which benefits our community in a forward thinking direction and not a way that upholds an unsustainable past.

Sincerely,



- Amy Ball

## CAO Dawson

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**From:** Sharon Edmunds <bs@northwestel.net>  
**Sent:** July-10-20 9:25 AM  
**To:** info  
**Cc:** sandy.silver@gov.yk.ca  
**Subject:** note to Mayor Wayne Potoroka

Hello Mayor Potoroka,

We understand the City of Dawson wishes to end the lease for the Goldrush RV Park in town ...

This is one of the 'nuggets' about Dawson....that visitors in campers can 'camp' within town and walk everywhere... YTG Dept. of Tourism does spend thousands on enticing people to visit Dawson City... this RV Park definitely adds to the appeal/draw.

We hear from locals that the popular idea is to leave the RV park where it is, (because it 'works' so don't break it!) build your new Rec Centre where the failed sewage building is... there's lots of room, .... it is near the pool, the ball diamonds.. the Museum... it's a win-win.

yes, we have moved from Dawson, but it is still in our hearts...

we hope you and your council will move forward with this project with the good of all people in mind.

thanks for your time,  
most sincerely,  
Sharon Edmunds and Boyd Gillis