

THE CITY OF DAWSON

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NOTICE OF SPECIAL COMMITTEE OF THE WHOLE MEETING #CW21-23

This is to inform you a special meeting of City Council will be held as follows:

DATE OF MEETING: TUESDAY, SEPTEMBER 7, 2021
PLACE OF MEETING: COUNCIL CHAMBERS, CITY OFFICE
TIME OF MEETING: 7:00 PM
PURPOSE OF MEETING:

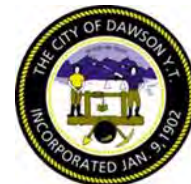
- 1) Workplace Violence & Harassment Prevention Policy
- 2) Procurement Policy
- 3) Arts and Culture Policy
- 4) W. Kendrick Lot 44 Service Connection
- 5) In Camera: Land and Personnel

DATE MEETING REQUESTED: August 24, 2021
MEETING REQUESTED BY: WAYNE POTOROKA, MAYOR

Cory Bellmore, CAO

September 7, 2021
Date

Report to Council



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

☐ In Camera

AGENDA ITEM:	Workplace Violence & Harassment Prevention Policy	
PREPARED BY:	Amanda King, HR	ATTACHMENTS: - Workplace Violence & Harassment Prevention Policy DRAFT & Program templates
DATE:	August 5, 2021	
RELEVANT BYLAWS / POLICY / LEGISLATION: - Occupational Health & Safety Act		

RECOMMENDATION

THAT Committee of the Whole forward the Workplace Violence & Harassment Prevention Policy, as presented, to Council for approval.

ISSUE / PURPOSE

The purpose of the policy is to set guidelines for implementing the Workplace Violence & Harassment Prevention (WVHP) Program and to meet the City's obligation to provide a violence and harassment-free workplace for all workers.

BACKGROUND SUMMARY

The new regulation within the *Occupational Health & Safety Act* comes into force on September 4, 2021. Under the *Violence and Harassment Prevention Regulation*, a workplace must put measures in place to help prevent injuries that may occur as a result of violence or harassment. Workplaces were provided with set expectations to meet the regulation. The City has created, with input and approval from the Joint Health & Safety Committee, Union and WCB, the WVHP Program as per the regulations.

ANALYSIS / DISCUSSION

The City is responsible for a safe work environment, free of harassment and is committed to providing a workplace where all workers are treated with dignity and respect.


It is recommended that Committee of the Whole forward to Council for approval the Workplace Violence & Harassment Prevention Policy as per the Occupational Health & Safety Act requirements.

AT CW 21-23 on August 24, council requested the following clarification in this draft Policy:

IF Mayor and Council are listed as protected "workers" in this policy, if there was a circumstance of a complaint of Violence and Harassment against them, how would this be dealt with?

- Ultimately this policy is for the protection of workers of the City of Dawson against Violence and Harassment in the workplace, this includes Mayor and Council and other Committee members who are in the employ of the City to carry out functions and are compensated.

- If there is no legislation in place that creates action against a perpetrator (such as the Municipal Act or Council Code of conduct) then the ultimate course of action would be a through the RCMP or Human Rights Commission.
- Most other equivalent Municipal Policies, including in Yukon, include Mayor and Council and Committee members in the Violence and Harassment Prevention Policy.
- Council requested to see the program attached to this policy. Those templates are attached.

APPROVAL		
NAME:	Cory Bellmore, CAO	SIGNATURE: 
DATE:	September 7, 2021	



City of Dawson

Violence & Harassment Prevention Policy

2021-02

POLICY STATEMENT

The City of Dawson is committed to providing a workplace where all workers are treated with dignity and respect. Each worker has the right to a violence-and-harassment-free workplace. Violence and harassment will not be tolerated from any person in the workplace including managers and supervisors, workers, customers, clients, other employers, members of the public.

1.00 Purpose

This policy applies to all City of Dawson full-time, part-time, seasonal, casual and temporary employees and addresses workplace harassment, discrimination or other unwanted behaviour from all sources such as other employees, supervisors, managers, contractors, members of Council and the public. Volunteers and Councillors are afforded the same rights and protections provided by this policy, while performing authorized activities for the City of Dawson.

This violence and harassment prevention policy does not limit a worker's rights under any other laws.

2.00 Definitions

2.01 The following terms are used within this policy and are defined as follows:

- a) "workplace violence" is generally understood as the threatened, attempted or actual application of physical force toward a worker that is likely to cause harm or lead a worker to believe that they are likely to be harmed. Violence can cause physical and psychological injuries.
- b) "workplace harassment" is generally understood as any objectionable comments or behaviours that we know, or should know, are likely unwelcome. This includes, but is not limited to, any inappropriate comments or objectionable behaviour relating to a worker's sex, sexual orientation, gender identity or gender expression, race, cultural or religious beliefs, toxic behaviour, gossiping, bullying, persistently excluding or isolating someone, sabotaging someone else's work.
- c) "workplace" is any location where a City worker is carrying out their occupational duties, including those locations that are not on primary work sites. This may include, but is not limited to, a social function, training and conferences, during travel, at restaurants, hotels or

meeting facilities being used for business purposes, during telephone, email or other communications. This may also include social networking sites.

- d) “program” means the Workplace Violence & Harassment Prevention Program as described in this policy.

2.02 Reasonable and respectful actions of an employer or supervisor to manage workers is not harassment. For example, giving instructions, changing workers’ job duties, deciding schedules and workloads, evaluating performance or taking disciplinary actions.

3.00 Objective

The City, in collaboration with Union, will:

- a) work to prevent incidents from taking place through information, education, early identification and corrective discipline where appropriate
- b) thoroughly investigate reported incidents in an objective, sensitive and timely manner with due regard to confidentiality of all parties concerned
- c) provide fair and effective resolution of complaints
- d) take necessary action against those who are found in contravention of this policy; up to and including termination of employment
- e) provide support to those affected by misconduct, to maintain self-worth, health and wellness.

4.00 Procedures

To support this policy, the City has developed the Workplace Violence & Harassment Prevention Program. The program includes procedures to protect workers from violence and harassment and a process for workers to raise concerns or report incidents.

5.00 Roles and Responsibilities

The City will respect the workplace violence and harassment prevention policy and procedures. The City is responsible for a safe work environment, free of harassment. The City, supervisors and managers are required to apply and comply with this policy and supporting procedures. Supervisors are responsible for ensuring that the procedures are followed by workers.

Each worker at the City must comply with the workplace violence and harassment prevention policy and its procedures. Workers are entitled to a violence-and-harassment-free workplace. Workers must treat each other with respect and not engage in any workplace violence or

harassment. Each worker has the right to report any concerns or incidents of violence or harassment.

6.00 Retaliation

Any form of retaliation or discrimination against an employee because that person initiated a Complaint of harassment, or because that person acted as a witness or otherwise participated in an investigation, may be considered a violation of this Policy. Such action may result in discipline up to and including termination of employment.

7.00 Confidentiality

The privacy of all involved in a complaint or incident of violence and harassment will be protected as much as possible. The City will not identify to anyone a complainant, a respondent, any witnesses or any circumstances about a complaint, including personal information, unless it is necessary for the purpose of the investigation, to share the results of an investigation, for corrective action relating to the complaint, to inform workers of a risk of violence or harassment or where required by law.

If any personal information is shared, it will be the minimum amount needed to complete the investigation.

POLICY TITLE: *Workplace Violence & Harassment Prevention Program*

POLICY #: 2021-02

EFFECTIVE DATE:

ADOPTED BY COUNCIL ON:

RESOLUTION #:

Original signed by:



City of Dawson Administrative Directive

Directive # 2021-XX
Effective Date: September 4, 2021

SUBJECT: Workplace Violence & Harassment Prevention Program

Purpose

The City of Dawson is committed to providing a workplace where all workers are treated with dignity and respect. Each worker has the right to a violence-and-harassment-free workplace. Violence and harassment will not be tolerated from any person in the workplace including managers and supervisors, workers, customers, clients, other employers, members of the public. This directive defines and clarifies guidelines and requirements under the Workplace Violence & Harassment Prevention Policy.

Scope

This directive applies to all City of Dawson full-time, part-time, casual and temporary employees and addresses workplace harassment, discrimination or other unwanted behaviour from all sources such as other employees, supervisors, managers, contractors, members of Council and the public. Volunteers and Councillors are afforded the same rights and protections provided by the Workplace Violence & Harassment Policy, while performing authorized activities for the City of Dawson.

Roles & Responsibilities

Everyone is responsible for health and safety in the workplace.

The City will respect the workplace violence and harassment prevention program. The City is responsible for a safe work environment, free of harassment. Managers are required to apply and comply with this program and supporting procedures. Managers and Supervisors are responsible for ensuring that the procedures are followed by workers.

Each worker at the City must comply with the workplace violence and harassment prevention program and its procedures. Workers must treat each other with respect and not engage in any workplace violence or harassment.

Reporting Procedures

If an individual worker believes they have been subject to workplace violence or harassment, they must follow the procedures for reporting the incident. Incidents of violence or harassment should be reported as soon as possible.

Incidents are reported to the direct supervisor, manager or to Human Resources. If the alleged violence or harassment complaint is against a manager, report the incident or situation to Human Resources or CAO. If the complaint is against an Elected Official, it should be directed to Human Resources or CAO.



City of Dawson Administrative Directive

Directive # 2021-XX
Effective Date: September 4, 2021

If the CAO is the subject of the complaint, it will be brought to the attention of Council sitting in-camera without the CAO present.

Where behaviour may constitute a criminal offence, the City will refer these matters to the RCMP for further investigation.

1. Informal Complaint

- a. If an employee feels comfortable to do so, they are encouraged as an initial step to raise their concern with the offender either in person, by phone or in writing. HR can support the complainant to prepare for this conversation and can act as an informal or formal mediator for both parties
- b. Employees may report the incident to their supervisor, manager or Human Resources.
- c. Informal Complaints may be resolved using internal resources. For example, mediation, or education.
- d. In accordance with the Collective Bargaining Agreement, unionized employees may choose to follow the "Complaint Stage", Article 16.04.

2. Formal Complaint:

- a. If a complaint is not resolved informally, or if an individual chooses to make a Formal Complaint
- b. A Formal Complaint must be completed on the Incident Reporting Form.
- c. An employee may choose to be assisted by the Union in making a complaint.
- d. All Formal Complaints will be brought to the attention of the CAO.
- e. Formal Complaints cannot be carried out anonymously. The identity of the complainant and the allegations within the complaint shall be made known to the respondent(s).

Investigations

The City will investigate all complaints and incidents of workplace violence and harassment that is appropriate in the circumstances in a fair, respectful and timely manner. In some cases, a full, formal investigation may be required. Investigations will follow the steps provided within the Investigation Procedure Guide. An employee may be assisted by the Union in any stage of the investigation procedure.

When the investigation is complete, HR/CAO will inform the complainant and the respondent of the results of the investigation. Results will be a written summary provided to complainant and respondent and any representatives or agencies if applicable. For example, Workers Compensation Board if a claim is involved. If necessary, the summary, results and corrective actions will be provided to the department managers.

Full reports will remain confidential to the CAO and HR, however may be made available to a government institution or part of a government institution that has made a request for the information,



City of Dawson Administrative Directive

Directive # 2021-XX
Effective Date: September 4, 2021

identified its lawful authority to obtain the information and indicated that the disclosure is requested for the purpose of administering any law of Canada or the Yukon.

Investigation and interview notes remain confidential to the investigator/HR. Documentation of investigations shall be kept in a confidential file separate from the employee's personnel file. Documentation which outlines disciplinary action arising from an investigation shall be placed in an employee's personnel file.

Consequences of Violence and/or Harassment

Engaging in violence, harassment or retaliation is serious misconduct.

Workers found to have been violent toward, to have harassed another person or performed any form of retaliation, will be subject to appropriate corrective action by the employer. Corrective actions include, but are not limited to: training on internal policies and procedures, training on conflict resolution or assertiveness, reprimanding, suspending or terminating employment.

Members of the public, visitors to City facilities, or individuals conducting business with the City are expected to adhere to the Workplace Violence & Harassment Prevention program. If found to have been violent toward, to have harassed an employee or performed any form of retaliation, the City will take appropriate action to ensure a respectful workplace. This could include barring the person from facilities or discontinuing business with contractors or suppliers.

If a complaint is found to be false or brought for malicious purposes, the City may take disciplinary measures against the complainant, up to and including termination of employment. However, a complaint that is found to be unsubstantiated or based on mistake may not be considered false or malicious.

It is understood that unionized employees may grieve any disciplinary action under the Collective Agreement.

Support

Employees who have been affected by workplace violence or harassment may be provided available support resources and services. For example, assisting workers to consult a health professional, informing workers of benefit entitlements.

Training for All Staff

The City will ensure that all workers and management receive training on the Workplace Violence & Harassment Prevention program, including policy, procedures, and templates, and how to prevent and respond to workplace violence and harassment. Additional training may be requested or directed to individuals or groups as required.

All staff will be required to read and sign this directive which will be placed in personnel files. New employees will be provided with the program upon hire.



City of Dawson
Administrative Directive

Directive # 2021-XX
Effective Date: September 4, 2021

Commitment

The City will make sure that this program, policy and supporting procedures are implemented and maintained. The policy, procedures and training will be reviewed and revised with the involvement of the Health & Safety Committee. Review and adjustments will be made as needed and at least once every three years.

Original Signed by:

Acknowledgement

I have read and agree with all the terms of this administrative directive

Employee Name / Signature

Date



City of Dawson

INVESTIGATION PROCEDURE GUIDE

Workplace Violence & Harassment Prevention Program

Investigation Procedure – Formal Complaint

Investigations must be documented and consistent.

Pre-Screen

- Receive Formal Complaint
- Ensure the Incident Reporting Form is submitted correctly
- Review policy or legislation regarding the complaint
- Review roles and responsibilities of involved parties
- Determine the validity of the complaint
- Review and determine the level of investigator needed
 - internal – simple or straightforward cases
 - external – serious or complex issues

Gather Material Evidence

- Complaint and Response(s)
 - meet with complainant to review complaint to ensure understanding
 - meet with respondent to inform of the contents of the complaint and provide a reasonable timeframe for the respondent to respond to the complaint
 - provide the complainant with the respondents' response
 - be clear that this is not a part of the interview, it is gathering information required for the interview
- Laws and Standards
 - legal, regulatory, policies relevant to the investigation
- Documents
 - relevant to the investigation
 - complaint
 - response(s)
 - past documentation
 - previous incidents
 - employee files
- Physical and Digital Evidence
 - pictures, audio and/or video relevant to investigation

Planning

- Assess the material evidence
 - review and organize your evidence
 - identify similar fact evidence
 - isolate evidence relevant to each factual allegation
 - identify corroborative evidence
 - identify areas of conflict in evidence
 - identify and isolate irrelevant evidence
- Prepare a Terms of Reference:
 - confirm validity
 - identify the preferred type of investigator
 - nature of the complaint
 - descriptions of Rules of Natural Justice
 - Objective(s) of the investigation
 - general timelines
 - contact person
 - identify relevant policies, legislations, rules
 - interview expectations:
 - cooperation
 - confidentiality
 - on the record
 - identify prior relevant incidents/complaints
 - investigation process
 - document review
 - evidence collection and security
 - contents of the report
 - introduction
 - issue/rule
 - objective(s)
 - process followed
 - findings
 - analysis
 - conclusion
 - follow-up

Interviews

- Preparation for interviews
 - determine who will be interviewed
 - determine the order of interviews
 - identify appropriate timeframes for each interview
 - use a neutral location
 - Prepare Interview Questions
 - core interview questions: who, what, where, when, why, how
 - use open-ended questions

- specific questions for each type of interviewee
 - notify parties and witnesses – confirm time and location
- Conduct Interviews
 - Interview notes should include:
 - the name of the person being interviewed
 - the date and time of the interview
 - who was present for the interview
 - the questions asked and corresponding answers
- Assess Interviewee Credibility
- Develop chronology of events

Reporting

- Analyze the evidence
 - analyze the factual allegations based on relevant material evidence and interviews
 - weigh evidence based on:
 - similar fact
 - corroboration
 - conflicting evidence
 - address credibility issues
 - assess and determine issues based on factual findings – balance of probabilities
 - admissibility – all the facts are admissible which can logically support or disprove a fact in question
 - possible outcomes
 - substantiated
 - not substantiated
 - inconclusive
- Report Components
 - introduction
 - why this report
 - confidentiality, filing of, and access to the report
 - issue – rule
 - complaint and response if applicable
 - objective(s)
 - process followed for evidence gathered
 - finding based on material evidence and interviews
 - facts not in dispute
 - issues in dispute or contradictory evidence
 - analysis
 - set out relevant facts and apply them to the Rule
 - include: definitions, facts, context, timelines, past practice, chain of command, knew or ought to have known, reasonable victim, credibility, extenuating circumstances

- set out multiple issues individually
- conclusion
 - state conclusion and reason related to the issue
 - recommendations if applicable
- follow-up
- appendix
- executive summary if required
 - summary statement of the complaint
 - summary statement of respondent position
 - summary of the investigation process
 - list of documents and material evidence reviewed
 - summary of conclusion



City of Dawson

INVESTIGATION REPORT

Workplace Violence & Harassment Prevention Program

This template may be used when reporting the findings of a workplace violence or harassment investigation. It is divided into three sections, the investigation background, the investigation procedure and investigation finding(s).

Name of investigator(s):

Date of investigation:

Investigation Background

Name of person who made the complaint:

If not the same as above, name of person who allegedly experienced workplace violence or harassment:

Date complaint made and how:

Name(s) of any other workers possibly exposed to the incident:

Name of respondent(s):

If not a worker, provide details:

Investigation Procedure – Formal Complaint

Investigations must be documented and consistent. Investigators should follow the Investigation Procedure Guide.

- Complainant interview
 - interview the complainant and make notes. Note that recalling events of harassment can be stressful for the complainant.
- Respondent interview

- interview the respondent(s) and make notes. Note that the respondent(s) are entitled to see or receive a summary of the evidence to be able to respond.
- Witness interview(s)
 - interview relevant witnesses and make notes.
- Documents collected
 - list the documents collected for the investigation and how or from whom they were obtained.

Investigation Findings

The investigator's results should include a summary of key evidence, an analysis of the evidence to determine whether workplace violence or harassment occurred and recommended next steps.

Summary of key evidence and analysis:

--

Recommended next steps:

--

Signature:

Date:

Report provided to:



City of Dawson

INCIDENT REPORTING FORM

Workplace Violence & Harassment Prevention Program

This form must be completed for all Formal Complaints.

Once completed, send to: Human Resources

Date received: _____

Received by (name & signature): _____

Complainant Information

Name: _____

Department: _____

Position title: _____

Contact information: _____

Respondent Information

Name: _____

Department: _____

Position title: _____

Contact information: _____

Description

Please describe, in as much detail as possible, the incident(s) of alleged violence or harassment. You may attach additional pages if required. Include:

- who was involved
- what was specifically said or done (words, tone, actions, etc)
- when it happened (dates and time)
- where it happened
- any witnesses to the incident(s) – name and contact information, if possible
- how it affected you
- whether it was reported to management, with the following details:
 - name of manager/supervisor
 - date and time of reporting
 - actions taken
 - other relevant details

Temporary Measures

Do you believe that the employer needs to take any interim measures while the incident is under investigation? If yes, please describe what you think is necessary to prevent this situation from happening again and why.

Signature

By signing this complaint, you are agreeing to have a copy given to Human Resources/Investigator and the Respondent(s). Your complaint will be maintained in confidence; however, relevant information will be shared to the extent necessary to determine the appropriate resolution to this matter.

Signature of Complainant:

Date:



City of Dawson

HAZARD ASSESSMENT FORM

Workplace Violence & Harassment Prevention Program

Job/position/work type:		Date of assessment:	
Assessment performed by (names):		Reviewed/revised:	

Tasks (list all activities/ situations of job/position)	Hazards (list all existing & potential health & safety hazards related to task)	Controls (list the controls for each hazard: elimination, engineering, administrative, PPE or a combination thereof)	Date implemented

Controls

Elimination: eliminate hazards or substitute whenever possible/reasonable

Engineering: isolate people from the hazard

Administrative: change the way people work

PPE: protect with personal protective equipment



City of Dawson

CHECKLIST

Workplace Violence & Harassment Prevention Program

1. Hazard Assessment – departmental

TASK	RESPONSIBILITY
Draft hazard assessment expectations & forms	Amanda
Assess & document workplaces	Managers/Admin/Safety Officer
Receive & file	Amanda

2. Policy

TASK	RESPONSIBILITY
Draft & editing of policy	Amanda
Gather input from Management	Amanda/Managers
Input from JHSC – July 27 meeting	Committee members
Gather input from Union (Jim Crowell & Michael Z)	Amanda
Council approval - August	Amanda

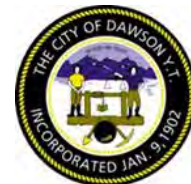
3. Procedures & Guide

TASK	RESPONSIBILITY
Draft & editing of procedures & guide	Amanda
Gather input from Management	Amanda/Managers
Input from JHSC – by email	Committee members
Share with Union & WCB	Amanda

4. Implementation

TASK	RESPONSIBILITY
Combine components into program	Amanda
Final feedback from JHSC	Committee members
Share final program with WCB	Amanda
Set up accessibility for sharing program to all staff	Amanda
Training to all staff	WCB/Managers & Supervisors/staff
Employee sign off	All staff

Report to Council



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

☐ In Camera

AGENDA ITEM:	Draft Procurement Policy		
PREPARED BY:	Cory Bellmore	ATTACHMENTS: - 14-02 Procurement Policy - 2021-02 Procurement Policy - DRAFT	
DATE:	September 3, 2021		
RELEVANT BYLAWS / POLICY / LEGISLATION: 14-02 Procurement Policy			

RECOMMENDATION

Committee of the Whole forward to council to approve Procurement Policy 2021-02

ISSUE / PURPOSE

The Current Procurement Policy is dated and needs review and updating.

BACKGROUND SUMMARY

The Current Procurement Policy is dated (7 years old) and sometimes unclear for staff when working on projects between what is Operating and Capital. Better definition and range of procurement options would make the process clearer for both staff, council and suppliers of goods and services.

ANALYSIS / DISCUSSION

This draft gives more options and clearly defines what options are available to use when procuring goods and services. This draft also updates authorization levels as overtime the authority level of the current procurement process has been eroded but increasing costs of goods and services but not the authority level to procure them.

This draft was derived and downsized from the newly adopted City of Whitehorse Procurement policy. Once feedback is received on content it will be formatted further into the City of Dawson template for policies.

Committee of the Whole reviewed the draft Procurement Policy at CW 21-19 (July 27th) and CW 21-22 (Aug 24th) and provided feedback and comments that are reflected in the attached draft.


The following questions were also asked for clarification:

- What are competitive prices?
 - Definition added.
- Who would the fairness monitor be?
 - This would be an externally hired consultant who specializes in this field
- Current authorization limits for Council:
 - attached in 14-02
- Sec. 3.2 Conditions of Council's Delegated Authority:
 - The policy lists authorizations of different levels for purchasing authority. Ultimately the creation of a procurement policy is council delegating to these purchasers (staff) these

authorities and this section places conditions on this activity. These are not conditions on council.

- Consider revising the term Emergency in Sec 5.4.1 as it may have different meaning:
 - the term Emergency is defined in the policy for the purpose of the policy.
- What are the financial controls (sec 3.3.2)?
 - These are internal financial controls that do not need listing in the policy such as; monthly reconciliation, project funding tracking, etc.
- Consider expanding section in Conflict of interest to include unacceptable practices that could affect race, gender, etc (sec 4.1):
 - This could result in a long listing of what an unacceptable practice might be and is better to leave with “with integrity and conduct business in an ethical manner” as it captures any unacceptable practice.
- Where is the Competition Bureau (sec 4.2.1)?:
 - A federal department that acts as an independent law enforcement agency for Canadian businesses and consumers.
- Sec 6.1 (in quotations below); Why would this not be in the contract itself?
 - “A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City’s standard terms and conditions”
 - Not all purchases require a contract as they are not all complex. Such as the purchase of a truck.

All other comments received on grammar and word spacing have been changed.

APPROVAL		
NAME:	Cory Bellmore, CAO	SIGNATURE: 
DATE:	Sept 3, 2021	



City of Dawson Council Policy

PROCUREMENT POLICY

Page 1 of 21

Policy Number:	2021-03
Approved by:	Council Resolution _____ dated _____
Effective date:	_____
Department:	All Departments

PURPOSE

The purpose of this policy is to set out the principles, procedures, roles, and responsibilities for the City of Dawson Procurement program.

1.0 POLICY AND PRINCIPLES

1.1 Policy Statements

The City is committed to consistent, fair, accessible and transparent purchasing practices for the acquisition of Deliverables that ensure the City obtains Best Value and good outcomes for its expenditures on behalf of the public.

The City values continuous improvement and will strive to be a leader in advanced Procurement solutions that are efficient, quality-focused and consider the “total cost of ownership” where possible.

1.2 Principles

The City will acquire the Deliverables required to meet City needs through Procurement processes that reflect the following principles:

a) Compliance

The City's Procurement practices are consistent with applicable legislation, policy and procedures.

b) Supplier Access, Transparency, and Fairness

Access for qualified Suppliers to compete for the City's business must be publicly available and the Procurement process must be conducted in a transparent manner ensuring adherence to the highest standards of fairness and ethical conduct.

c) Best Value

Funds for City purchases are provided by the public; therefore, the City is committed to achieve Best Value through consideration of the full range of Procurement formats and the adoption of commercially reasonable procurement practices.

d) Efficient and Effective Procurement

The City strives for efficiency and cost effectiveness in its Procurement practices and will endeavor to reduce the overall consumption of Goods and Services, where practicable.

e) **Local Procurement**

Local Procurement supports the local economy; therefore, the City will procure from Local Businesses when Deliverables meet the City's specifications and are available locally at competitive prices, subject to the terms of any applicable territorial/provincial or national trade agreements.

f) **Sustainable Procurement**

The City intends to align its procurements with its existing sustainability practices, initiatives and plans, thereby advancing a corporate culture at the City that recognizes and places a priority on Economic Sustainability, Environmental Sustainability and Social Sustainability.

2.0 INTERPRETATION AND APPLICATION

2.1 **Definitions**

In this policy:

Administrative Directives means directives issued by the CAO in respect of practices and/or policies affecting City Procurements.

Administrative Procedures means procedures or guidelines issued by the CFO, that set out the procedural requirements to be carried out in fulfillment of this policy.

Best Value means the most advantageous combination of financial and non- financial factors that meet the Solicitation Document requirements; these factors may include:

- Quality, which is fitness for purpose, of the Deliverables;
- Delivery and performance commitments;
- Supplier experience, performance history, practices, risk and compliance management, and demonstrated ability to successfully perform the Contract;
- Economic Sustainability considerations;
- Environmental Sustainability considerations;
- Social Sustainability considerations;
- Total cost of ownership, which may consider factors such as:
 - Total Purchase or Contract price;
 - Administration and Contract management costs;
 - Payment terms;
 - Cost of delay or performance failures;
 - Extensions, change orders, cost escalation;
 - Additional features;
 - Licensing costs;
 - Limitations associated with proprietary or patent rights;
 - Regular and ongoing maintenance;
 - Warranty, parts and repair;
 - Transition and training costs;
 - Lifecycle costs; and/or
 - Disposal value and disposal costs, including remediation.

Bid means a submission in response to a Solicitation Document, including proposals, quotations or responses.

Bidder means a Supplier that submits a Bid, and includes proponents and respondents.

Bond means a written agreement in which a surety company guarantees that a contractor will fulfill its obligations to a third party to perform certain works and in which if the contractor defaults on its obligations, the surety company agrees to complete the obligations or pay for the completion costs to the third party.

CAO means the chief administrative officer of the City, appointed by bylaw pursuant to the *Municipal Act*.

CFO means the Chief Financial Officer or equivalent position as listed in the Management Bylaw.

Competitive Pricing means pricing of a product or service in line with competitors.

Competitive Procurement Process means Open Competitions, Invitational Competitions and any other form of competitive Procurement Process used by the City.

Conflict of Interest means a situation in which the personal interests of a Council member, officer or employee of the City come into conflict with the interests of the City.

Construction means construction, reconstruction, demolition, repair or renovation of a building, building fixture, structure or other civil engineering or architectural work and includes the preparation, excavation, drilling, seismic investigation, and the supply of products, materials, equipment and machinery related thereto.

Contract means a binding agreement by way of a purchase order or other formal agreement between the City and a Supplier that creates an obligation regarding Procurement of Deliverables. For the purposes of this policy, Contract does not include leases entered into by the City.

Council means the elected Council members of the City.

Deliverables means any Goods, Services, or Construction or a combination thereof.

Department Manager means the City employee responsible for the specific department of the City that is requisitioning the purchase of Deliverables.

Economic Sustainability means providing and enhancing the City services, infrastructure and conditions that sustain a healthy, diverse and resilient local economy in which businesses of all sizes, and their employees, can flourish.

Emergency means a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property and/or significant interference with the normal activities of the City and which, therefore, requires immediate attention and remedial action. This includes a situation which may endanger the health and/or safety of any City employee or member of the public; and/or a situation which may jeopardize City property and/or threaten the maintenance of essential City services.

Environmental Sustainability means protecting and enhancing the climate, ecology and natural resources for future generations through approaches that reduce carbon dependency, enhance energy resilience, conserve energy and resources, and reduce waste and toxins. Related practices may include purchasing products that are durable, reusable, contain post-consumer, recyclable, non-toxic and/or non-petroleum or carbon-based content, minimize packaging, and/or are new environmentally preferable products.

Fairness Monitor means an independent third party whose role is to observe all or part of a procurement process, to provide related feedback on fairness issues to the City, and to provide an unbiased and impartial opinion on the fairness of the observed procurement process.

Goods means goods produced, manufactured, grown or otherwise obtained, used for a commercial purpose and distributed from a party.

Invitational Competition means a Competitive Process in which an invitation to submit Bids is issued to at least three Suppliers.

Local Business means a business that has a valid City or inter-municipal business licence and has a physical address located in Dawson City or surrounding region (40 km radius of the municipal boundary).

Negotiated Competitive Procurement means a competitive Procurement process that includes a negotiation/discussion phase with short-listed proponent(s) prior to the submission of a best and final offer.

Open Competition means the solicitation of competitive Bids using a publicly posted Solicitation Document.

Procurement means the acquisition of Deliverables by purchase, rental or lease.

Purchaser means the person who, on behalf of the City, is initiating and overseeing the Procurement, and the general management of the Deliverables being procured.

Purchasing Card means the card provided by the City's Finance department with its use bound by the provisions of the Procurement Policy.

RFX means "request for X", with X representing any of the formal Solicitation Documents used to obtain information or cost estimates for the Procurement of Deliverable, including request for proposal (RFP), request for quotation (RFQ), request for tender (RFT), request for prequalification (RFPQ), request for expression of interest (RFEI) and request for information (RFI).

Services means services supplied or to be supplied by a person or business.

Single Source Procurement means purchases from a selected Supplier even though other Suppliers exist that provide similar Deliverables.

Social Sustainability means cultivating and sustaining vibrant, creative, safe, affordable and caring communities for the wide diversity of individuals and families that live in, work in and visit the City.

Sole Source Procurement means purchases where there is only one Supplier that provides the required Deliverable.

Solicitation Document means the document issued by the City to solicit Bids from Bidders, including an RFX.

Standing Offer means a written offer from a pre-approved Supplier to supply Deliverables to the City upon request, through use of an ordering process during a particular period of time, at a pre-determined price or discount, generally within a pre-defined dollar limit.

Supplier means a person or entity carrying on the business of providing Deliverables.

2.2 Application

2.2.1 This policy applies to all employees and other authorized personnel responsible for Procurement of Goods and Services for the City.

2.2.2 This policy applies to the Procurement of all Deliverables with the exception of those listed in **Appendix A– Items Exempt from this Procurement Policy**.

2.2.3 Procurement by the City may be subject to the provisions of applicable trade agreements. Where an applicable trade agreement is in conflict with this policy, the trade agreement shall take precedence.

2.2.4 The City may participate in cooperative or joint Procurement initiatives with other entities where such initiatives are determined to be in the best interests of the City. If the City participates in such initiatives, the City may adhere to the policies of the entity conducting the Procurement process provided that such policies comply in spirit with this policy.

3.0 ROLES, RESPONSIBILITIES AND AUTHORITIES

3.1 Roles and Responsibilities of Council

It is the role of Council to establish policy and approve expenditures through the City's budget approval process. Council monitors the outcomes of this Procurement Policy and may determine that amendments are warranted thereto. Council approves annual budgets and amendments thereto, as needed to fund Procurements.

Through this policy, Council delegates to the City's employees the authority to incur expenditures in accordance with approved budgets through the Procurement of Deliverables in accordance with the policy direction, rules and processes set out in this policy, and related protocols and procedures.

- 3.1.1** Council authorization shall be required prior to the commencement of Procurements with an estimated value of \$50,000 or more and of Procurements less than \$50,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest as recommended by the Purchaser.

Prior to the commencement of such a Procurement, Administration will provide a report to Committee of the Whole providing details about the proposed Procurement including how it addresses the Principles set out at section 1.2 of this policy.

3.2 Conditions of Council's Delegated Authority

- 3.2.1** Purchasers shall ensure that an approved budget exists for a proposed Procurement, that it conforms to this policy, that it does not violate any City policies or applicable law and that it will satisfy any applicable audit and documentation requirements of the City.
- 3.2.2** Subdividing, splitting or otherwise structuring Procurement requirements, processes or Contracts in order to reduce the value of the Procurement in any way or circumvent the requirements or intent of this policy is not permitted.
- 3.2.3** Failure to adhere to the requirements of this policy and to Administrative Directives or Administrative Procedures related to its implementation will lead to disciplinary action which may be up to and including termination of employment.

3.3 Roles and Responsibilities of the CAO and Employees

3.3.1 The CAO:

- Implements and ensures compliance with this policy;
- Monitors policy outcomes;
- Ensures that the policy is reviewed regularly and brings forward any recommended amendments for Council's consideration;
- Issues Administrative Directives as required to implement the policy; and
- Delegates spending authority limits to staff in accordance with this policy and all other applicable policies.

3.3.2 The Chief Financial Officer:

- Monitors compliance with this policy and advises the CAO when there has been non-compliance.
- Approves and issues Administrative Procedures and/or guidelines required to implement this policy;
- Establishes, through consultation with the Management team, as listed in the Management

Bylaw, set standards for bid

- solicitations, Contracts and other Procurement-related documents;
- Implements financial controls that meet the City's audit requirements to ensure that those responsible for requisitioning and purchasing goods and/or services are held accountable for their decisions.

3.3.3 Department Managers:

- Support the implementation of this policy in their respective Departments;
- Ensure compliance with this policy;
- Oversee the Procurement processes from inception through to award;
- Ensure approved budget funding is available for Department purchases;
- Promote conduct and communication with Suppliers and contractors that is fair, professional and respectful and provide technical assistance as required;
- Review and approve proposed departmental Solicitation Documents to ensure clarity, reasonableness and quality;
- Ensure open, fair and impartial processes for Procurement for the Department;
- Award and execute Contracts within the Departments scope and budget and within the Department Manager's signing authority; and
- Promote the standardization of Deliverables where that demonstrates and supports the objectives of this policy;
- Determine whether Deliverables qualify for exemption under **Appendix A– Items Exempt from this Procurement Policy**.

3.3.4 Executive Assistant

- Maintains a repository of Contracts in accordance with existing City records management authorities and practices.

3.3.5 Purchasers are responsible for complying with this policy and ensuring that procedures are consistently applied. The Purchaser:

- Prepares all specifications of the Solicitation Document;
- Ensures adequate time is allotted for the bidding process in order to meet the minimum posting requirement for a public Procurement;
- Issues purchase orders for Deliverables per spending limit protocols and authorities;
- Manages contracts to ensure Deliverables are received by the City and they comply with contract terms and conditions;
- Monitors all contract expenditures and ensures that all financial limitations have been complied with and that all accounts are paid within the times set out in the contract;
- Monitors and reports on the performance of suppliers; and
- Standardizes the use of goods and/or services, where such standardization demonstrates and supports the purposes, goals and objectives of this policy.

3.4 **Approval Authority and Spending Limit Protocols**

3.4.1 Unless otherwise provided in this policy, Procurement expenditures shall be authorized in accordance with **Appendix B– Procurement Authority Matrix**.

3.4.2 The CAO may authorize delegations of the spending authorities set out in **Appendix B– Procurement Authority Matrix**.

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- 3.4.3** Delegated signing authorities approved by the CAO may be authorized to enter into purchasing agreements that conform to this policy.
- 3.4.4** Staff who have been delegated approval authority shall have no authority to delegate that authority to any other person. A staff member acting on behalf of another staff member shall have the authority of the position in which they are acting.
- 3.5** **Reporting Requirements**
- 3.5.1** On a semi-annual basis, Administration will report publicly to Council regarding the outcomes of this policy, including at a minimum:
- Contract awards with a value of \$100,000 and over;
 - Procurements with a value of over \$100,000 that have incorporated requirements related to Economic Sustainability, Environmental Sustainability and/or Social Sustainability in their Solicitation Documents;
 - Non-Competitive, Single Source or Sole Source Procurements with a value over \$5,000;
 - Emergency Procurements, including their value;
 - Pursuant to section 6.2 of this policy, contract extensions or renewals where the original contract contains no option for renewal, describing how the extension or renewal conforms to the requirements of this policy; and
 - Instances of non-compliance with the policy and ensuing actions taken in each instance.

4.0 ETHICAL CONDUCT AND CONFLICTS OF INTEREST

4.1 Conflicts of Interest

The City's Procurement activities must be conducted with integrity and all individuals involved must act in a manner that is consistent with this policy and in accordance with applicable codes of conduct, e.g., the City's Employee Code of Conduct.

Conflict of Interest includes but is not limited to:

- Situations or circumstances that could give a Supplier an unfair advantage during a Procurement process or compromise the ability of a Supplier to perform its obligations under an agreement;
- The offer or giving of a benefit of any kind, by or on behalf of a Supplier, to anyone employed by or otherwise connected with the City.

Conflicts of Interest must be identified and managed appropriately to serve the public interest. Mismanagement or concealment of Conflicts of Interest may lead to accusations of corruption, fraud, or other criminal charges for individuals or entities involved.

As such, the City requires its Suppliers to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Supplier that has engaged in illegal or unethical business practices, has or fails to disclose an actual or potential Conflict of Interest or an unfair advantage, or fails to adhere to ethical business practices.

The City reserves the right to:

- Determine whether any situation or circumstance constitutes a Conflict of Interest, providing a substantiating rationale to the affected party or parties;
- Disqualify a Bidder from a Procurement process due to a substantiated Conflict of Interest;
- Require Bidders participating in a Procurement process to declare any actual or potential

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- Conflict of Interest;
 - Require Suppliers to avoid any Conflict of Interest during performance of their Contract
 - obligations to the City and to disclose any Conflict of Interest that may arise;
 - Prescribe the manner in which a Bidder or Supplier should resolve a Conflict of Interest;
 - Terminate a Contract where:
 - A Supplier fails to disclose any actual or potential Conflict of Interest;
 - The Supplier fails to resolve its Conflict of Interest as directed by the City; or
 - The Conflict of Interest cannot be resolved.

Furthermore:

- Individuals participating in the evaluation of Bids must immediately declare and address any potential Conflict of Interest.

4.2 Supplier Conduct

The City requires its Suppliers to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Supplier that has engaged in illegal or unethical bidding practices, has an actual or potential Conflict of Interest or an unfair advantage or fails to adhere to ethical business practices.

4.2.1 Illegal or Unethical Bidding Practices

Illegal or unethical bidding practices include:

- Bid-rigging, price-fixing, bribery or collusion or other behaviors or practices prohibited by federal or provincial statutes;
- Offering gifts or favours to the City's officers, employees, appointed or elected officials or any other representative of the City;
- Engaging in any prohibited communications during a Procurement process;
- Submitting inaccurate or misleading information in a Procurement process; and/or
- Engaging in any other activity that compromises the City's ability to run a fair Procurement process.

The City will report any suspected cases of collusion, Bid rigging or other offenses under the *Competition Act* to the Competition Bureau or other relevant authorities.

4.3 Prohibitions

4.3.1 No Council member, appointed officer, or City employee shall interfere in the Procurement process by knowingly causing or permitting anything to be done or communicated to anyone in a manner that is likely to cause any potential Supplier to have an unfair advantage or disadvantage in obtaining a Contract for the supply of deliverables to the City.

4.3.2 Other than documents or information publicly available, Council members shall not be given documents or otherwise receive information related to a particular Procurement that is considered confidential and has a bearing on the outcome of a Procurement process while the Procurement process is under way. Bidders who contact members of Council regarding a Procurement while the Procurement process is under way will be directed to communicate with the contact person listed in the Solicitation Document.

For the purposes of this section, the Procurement process is understood to commence when the RFX is posted and to conclude when the contract award is communicated publicly. For greater certainty, during this period Council members will not have access to any Bid, or evaluation ranking or evaluation team report.

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- 4.3.3** No Deliverables shall be purchased from a Council member, officer or employee of the City or from any immediate relative or business or professional associate of that person, unless the extent of the interest of the Council member, officer or employee has been fully disclosed and the Procurement approved by:
- The CAO in the case of City employees; or
 - Council in the case of Council members or appointed officers.
- 4.3.4** No employee or Council member shall utilize City assets, Contracts, Procurement processes or policies to obtain Deliverables for personal advantage except for Supplier-offered employee discount programs, or Deliverables procured on the City's behalf specifically for employee wellness or other human resource initiatives.
- 4.3.5** Absolutely no gifts or favours are to be accepted by the purchasing representatives of the City in return for business or the consideration of business. City employees shall not endorse one Supplier in order to give that Supplier an advantage over others.

5.0 PROCUREMENT PROCESSES

5.1 Solicitation Documents

Solicitation Documents are a key mechanism to give effect to the policy principles set out in section 1.2 of this policy and to enable the City to achieve Best Value. The terms and specifications, including evaluation criteria, set out in a Solicitation Document must take into consideration, and to the extent practicable, reflect and implement those policy principles.

The requirements contained in a Solicitation Document must be fair and reasonable in relation to the City's needs, and be written so as not to unreasonably limit Suppliers from submitting Bids by virtue of excessive or limiting standards or other criteria.

Solicitation Documents must include:

- All information material to the Procurement;
- All evaluation criteria that will be considered in the evaluation of the Bid; and
- Administrative matters such as the Procurement process dates, contact information etc.

5.2 Low Value Procurement (Purchases Not Exceeding \$10,000)

The Purchaser may directly select a Supplier, without obtaining quotes; however, the procedure used to purchase low value Deliverables shall otherwise be in accordance with this policy. Obtaining competitive quotes, although not required, remains a good business practice and should be done where practicable.

Purchases of low value Deliverables may be made using a properly authorized Credit Card, Purchase Order, Contract or petty cash.

5.3 Competitive Procurement Methods

All purchases exceeding \$10,000 ordinarily must use an open, transparent, competitive selection process whereby competitive Bids are obtained.

5.3.1 Invitational Competition (greater than \$10,000 to \$25,000)

The Purchaser may directly obtain written quotes from a minimum of three Suppliers. Quotes obtained, or evidence of efforts towards obtaining quotes, must be documented and filed with the procurement information. If the Purchaser has exhausted all efforts to obtain three quotes and can support this with documented evidence, a minimum of two written bids is acceptable if approved by the Manager.

The Deliverables shall be purchased through the issuance of a Purchase Order or Contract.

5.3.2 Request for Quotation (RFQ)

Deliverables estimated at more than \$25,000 but less than \$50,000 may be handled by a RFQ when the requirement can be fully defined and an award selection made on the basis of total cost that meets all specifications, terms and conditions.

The Purchaser shall prepare the Solicitation Documents containing the relevant specifications, terms and conditions for Procurement of the Deliverables.

A resulting Procurement must be approved by the Department Manager .

The Deliverables shall be purchased through the issuance of a Purchase Order or Contract.

5.3.3 Request for Tender (RFT) or Request for Proposal (RFP)

An RFT or RFP must be used for any purchase valued over \$50,000 and may be used for lesser value purchases where appropriate.

- An RFT is used to solicit competitive Bids for Deliverables when the solutions, specifications, performance standard(s) and timeframe(s) are defined in the Solicitation Document. Tenders are typically awarded to the compliant Bidder with the lowest cost.
- An RFP is an alternative to the RFT, normally for the provision of Services, complex Goods or Construction, and allows the Bidder to propose a solution to the City's requirements, which may include providing unique skills. The selection of the successful Supplier is based on the evaluated overall Best Value to the City as defined via the specifications set out in the Solicitation Document.

An RFT shall be used where all of the following criteria apply:

- Two or more Suppliers are considered capable of supplying the Deliverables;
- Price is the only determining criterion;
- Market conditions are such that Bids can be submitted on a common pricing basis;
- It is intended to accept the lowest priced compliant tender without negotiations.

Should those criteria not apply, another procurement method approved by Department Manager will be used in place of the RFT.

For both RFTs and RFPs, the Purchaser shall provide to the Department Manager a purchase requisition form for approval containing the relevant specifications, terms and conditions for Procurement of the Deliverables.

A resulting Procurement requires approval as listed in **Appendix B- Procurement Authority Matrix**.

The Deliverables shall be purchased through the issuance of a Purchase Order or a formal Contract, as applicable.

5.3.4 Negotiated Competitive Procurement

In some cases, typically when procuring major and/or complex Deliverables, a traditional RFP with specific requirements may not be possible, or beneficial for the City. This includes projects where a range of alternative proposed methods exist to meet the City's needs, while still meeting the basic requirements set out in the Solicitation Document. To make the most efficient and cost-effective use of City resources, and limit the cancelling of RFPs, the City may choose to make use of a Negotiated Competitive Procurement.

The Negotiated Competitive Procurement process builds on the RFP process by including a phase

during which shortlisted proponents engage in private dialogues with the City's evaluation committee members prior to submitting a best and final offer. The Negotiated Competitive Procurement steps will follow the RFP steps outlined in this policy with the following changes:

- The RFP must state that a Negotiated Competitive Procurement process will be used.
- A short-list of Bidders will be established based on evaluation criteria in the RFP.
- Discussions/negotiations will be initiated with each Bidder regarding the Negotiated Competitive Procurement process, issues and concerns about the requirements set out in the RFP, and each Bidder's specific proposal.
- Following these structured discussions, all Bidders will be requested to provide their best and final offers.
- Revised proposals will be evaluated using the original evaluation criteria and evaluation team members.

The following will apply to all Negotiated Competitive Procurements:

- All Negotiated Competitive Procurements must be approved by the CAO and led by the Department Manager, with the involvement of staff of the Department procuring the Deliverable.
- No negotiations will take place unless the possibility of negotiations is expressly noted in the RFP Solicitation Document.
- Areas open for negotiation will be limited to areas chosen by the City.
- All proposals provided and subsequent negotiations will be treated confidentially; the City will ensure Bidders will not have access to another Bidder's proposal or Bid.
- All proponents will be treated equally throughout the process. Any changes or modifications made to requirements will be shared equally with all Bidders engaged in the competition.
- All shortlisted proponents will be provided with an equal chance to provide a best and final offer.

5.3.5 Bid Evaluation

The Evaluation team will evaluate all Bids to confirm compliance with the requirements set out in the Solicitation Document.

An evaluation team will be formed comprising at least two staff members, one of which will be the manager of the Department requisitioning the Deliverables. The evaluation team will conduct the evaluation of Bids in accordance with the evaluation methodology set out in the Solicitation Document.

In the case of a Negotiated Competitive Procurement, the evaluation team will form part of the negotiation team.

5.3.6 Local Preference in Price-Based Competitive Procurements

In a price-based Competitive Procurement where the total purchase price up to \$100,000 and the Local Business's Bid meets the requirements set out in the Solicitation Document, the City will give preference to Procurement from a Local Business as follows:

- For Procurements valued at \$50,000 to \$100,000, where the Local Business's total Bid price is not more than 3% higher than the lowest compliant non-local Bid price;
- For Procurements valued at \$10,000 to \$49,999.99, where the Local Business's total Bid price is not more than 5% higher than the lowest compliant non-local Bid price; and
- For Procurements valued under \$10,000, where the Local Business's total Bid price is not more than 10% higher than the lowest compliant non-local Bid price.

5.3.7 Cooperative (joint) Procurement

The Department Manager may make cooperative purchasing arrangements with other municipalities or public authorities under which particular Deliverables may be acquired by the City in conjunction with such other partners at a lower overall cost than they might otherwise achieve were they to proceed independently.

Because the cooperative arrangements may require the cooperation of multiple organizations with differing purchasing procedures, deviations from the requirements of this policy are permitted in such cooperative arrangements provided that the principles set forth in this policy are fully respected.

Where the Department Manager has effected cooperative purchasing arrangements, Departments shall acquire the associated Deliverables in accordance with such cooperative arrangements and not otherwise.

5.4 Non-Competitive Procurement Methods

Situations will arise where use of a Competitive Procurement Process is not practical or possible. Any consideration to use a non-competitive selection process must be taken carefully and with an honest view of the conditions surrounding the purchase.

Note that the following situations will not be considered valid reasons for Non- Competitive Procurement:

- Where a Purchaser simply has a preference for a particular brand or supplier;
- Where insufficient time was allowed for the normal Procurement process to occur, or where there was a lack of planning for the purchase; and/or
- Where a Supplier is chosen solely because they were already engaged in the past to provide similar Deliverables.

A Notice of Intent to Award should be posted publicly for a minimum of seven days prior to contracting a Non-Competitive Procurement (except in the case of an Emergency) when the value of the total Contract would be more than \$50,000.

5.4.1 Procurements in an Emergency

When a Department Manager is of the opinion that an Emergency warrants a non-competitive, Single Source Procurement for Deliverables necessary to respond to and remedy the situation, the Department Manager may authorize such a Procurement of Deliverables necessary to respond to and remedy the situation and may award the necessary Contract provided as per the authority in Appendix B.

If a list of pre-qualified Suppliers is available, it will be used to select the Supplier.

Where the extent or severity of the Emergency warrants a non-competitive Single Source Procurement likely to be in excess of Managers approval authority listed in Appendix B, the CAO may award the necessary Contracts for the purchase of such Deliverables as considered necessary to remedy the situation without regard to the requirement for a bid solicitation provided that the CAO is satisfied that adequate funds may be appropriated from accounts within the Council approved budgets.

5.4.2 Single Source Procurement

Single Source Procurement may be used if the Deliverables are available from more than one source, but there are valid and sufficient reasons for selecting one Supplier in particular, as follows:

- An attempt to acquire the required Deliverables using a Competitive Procurement Process has been made in good faith, but has failed to identify more than one willing and compliant Supplier;

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- The nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidentiality matters;
 - Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City
 - may only be done by the lessor of the building, in accordance with a lease agreement;
 - The required Deliverables are to be supplied by a particular Supplier having specialized knowledge, skills, expertise or experience;
 - Goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
 - It is advantageous to the City to acquire the Deliverables from a Supplier pursuant to a procurement process conducted by another public body;
 - It is advantageous to the City to acquire the Deliverables directly from another public body or public service body;
 - Another organization is funding or substantially funding the acquisition and has determined the Supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
 - The acquisition is for a particular brand of Deliverables that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source;
 - Where due to abnormal market conditions, the Deliverables required are in short supply; or
 - The acquisition is for entertainment at a City event.

5.4.3 Sole Source Procurement

Sole Source Procurement may be used if the Deliverables are available from only one Supplier by reason of:

- Statutory or market-based monopoly;
- A Competitive Procurement Process is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls of raw material, and no alternative exists;
- The Deliverable (item, service, or system) is unique to one Supplier and no alternative or substitute exists; or
- There is a need for compatibility with Deliverables previously acquired or the required Deliverables will be additional to similar Deliverables being supplied under an existing Contract (e.g., warranty extension, compatibility with an existing technical system, or renewal of software licences).

5.4.4 Authorization of Single Source and Sole Source Procurements

Approvals required for the use of Single Source and Sole Source Procurements as per authority in **Appendix B- Procurement Authority Matrix**.

5.5 Other Procurement Methods

The following methods of Procurement may be used.

5.5.1 Gathering Information

a) Request for Information (RFI)

The purpose of an RFI is to gather general supplier or product information and gather information regarding the interest of the supplier community for a potential business opportunity. This method may be used when researching a contemplated Procurement and the characteristics of an ideal solution are still unknown.

Responses to an RFI typically contribute to the Competitive Procurement Process, are non-binding, and may lead to an issuance of an RFX. An RFI should be utilized for resolving targeted questions about the required acquisition, market sounding, seeking combinations of industry leading practices, suggestions, expertise and reciprocate concerns and additional questions from respondents. The information collected may also facilitate the selection of the best method of Procurement.

b) Request for Pre-Qualifications (RFPQ)

An RFPQ is used to gather information regarding Suppliers' capability, capacity and qualifications, with the intention of creating a list of pre-qualified Suppliers. An RFPQ is not a legal offer to contract but only an invitation for suppliers to make offers to the City.

This process is intended to reduce effort devoted to the Competitive Procurement Process and may be considered in the following circumstances:

- The work will require substantial project management by the City and could result in a significant cost to the City if the Supplier is not appropriately experienced.
- The Deliverables to be purchased must meet national safety standards.
- The work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials or financial requirements.
- There could be substantial impact on the City's operations if the work is not satisfactorily performed the first time.
- Any other circumstances deemed appropriate by Department Manager.

An RFPQ shall be provided to potential Suppliers that establishes the criteria for pre-qualification, which may include, but are not limited to:

- Experience on similar work (firm and staff assigned);
- References provided from other customers for similar work;
- Verification of applicable licences and certificates;
- Health and safety policies and staff training; and/or
- Financial capability.

The time frame during which pre-qualification will apply may vary depending on the Deliverable. The RFPQ will state the duration of the resulting pre-qualification list.

c) Request for expression of interest (RFEOI)

An RFEOI is used to help assess interest in a particular project when the number of players, market size, or approach to solving a problem is largely unknown. An RFEOI can help in determining the availability of potential Suppliers, compiling a list of Suppliers or determining potential scope of work. An RFEOI may be used as a pre-condition of any Procurement method used by the City.

The receipt of an expression of interest does not create any obligation between the potential Supplier and the City.

5.5.2 Standing Offer Agreements (SOA)

An SOA is an acquisition method that may be used when it is anticipated that there will be a repetitive need for Deliverables. SOAs support timely purchases and to allow the City to take advantage of predetermined prices or discounts. An SOA is not a Contract; it is an offer made by the Supplier to supply Goods and/or Services at pre-arranged prices, under specified terms including the time frame during which the SOA will apply.

SOAs should only be set up with suppliers, ordinarily selected using a Competitive Procurement Process subject to the stipulations of this policy, including those for Supplier performance management.

The time frame during which an SOA will apply may vary depending on the Deliverable. The terms of the SOA will state the duration for which it applies.

5.6 Notification of Procurement Opportunities

Notification of competitive Procurement opportunities exceeding \$50,000 shall be made by open, electronic tendering means. Competitive Procurement opportunities below this threshold may also be made by means of open, electronic tendering, but it is not obligatory. Notifications should be posted for a minimum of 14 calendar days unless otherwise specified by the Manager.

Notification of competitive Procurement opportunities by means of open, electronic tendering may be complemented by other means where appropriate, e.g., newspaper advertising. If means other than electronic tendering is used for notification of Procurement opportunities, consideration shall be given to ensuring wide dissemination and equal opportunity for Suppliers.

Source lists may be maintained by the on an exception basis for specific Deliverables if open, electronic tendering or other notification means will not notify the specific Supplier community of the opportunity.

6.0 CONTRACTING

6.1 Contract Management

Once a Procurement award has been completed, whether by Contract, Purchase Order or other form of agreement, the City is legally committed to proceed with the purchase. That commitment can only be rescinded by applying the contract terms available to do this or with the negotiated agreement of the Supplier. The negotiation process would incur costs for the City, and the likelihood is high that the negotiated agreement would include a financial penalty payable by the City. Such a situation is always to be avoided.

- All Contracts, Solicitation Documents and addenda or amendments thereto, notices of Contract awards, Bonds, letters of credit, notices of intent to Contract, change orders, Purchase Orders, renewals, extensions, and any other forms of commitment and Contracts will be on terms and conditions approved by the CAO. Any material deviation from the approved terms and conditions of any document may require review by the City's legal counsel under the direction of the CAO.
- All Contracts must be endorsed by the Supplier prior to being endorsed by the City.
- Department staff are responsible for any Contract-related documentation, including change documentation and to enable Contract changes to be prepared appropriately.
- Contract durations shall be limited to a maximum of five years, including option years, unless otherwise approved by the CAO.
- The award of a Contract may be made by way of an agreement or a Purchase Order.
 - A Purchase Order is to be used when the resulting Contract is straight forward and will contain the City's standard terms and conditions.
 - A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City's standard terms and conditions.
- It shall be the responsibility of the Department Manager, to determine if it is in the best interest of
- the City to establish a formal agreement with the Supplier.

-
- Where a formal agreement is required, as a result of the award of a Contract by delegated authority, the CAO shall execute the agreement in the name of the City.
 - The Executive Assistant will maintain all records and relevant supporting documents for Procurement Contracts in accordance with the City's records management authorities and practices.

6.2 Exercise of Contract Renewal Options

Where a Contract contains an option for renewal, the appropriate manager based on the contract value, may authorize to exercise such option provided that:

- The Supplier's performance in supplying the Deliverables is considered to have met the requirements of the Contract; and
- The Manager agrees that the exercise of the option is in the best interests of the City.

Where a Contract contains no option for renewal, the Manager may extend the Contract for a period of time no greater than one year from the date of expiration provided that **all** of the following conditions are met:

- The Supplier's performance has met or exceeded the requirements of the Contract;
- Inflationary increases for Contract renewal shall be limited to the annual Consumer Price Index for Whitehorse, Yukon, unless the Supplier can demonstrate that the Supplier's costs have increased significantly from the original Contract price and the Supplier's cost increases can be independently verified by the City.

6.3 Contract Amendments and Revisions

No amendment or revision, including price to a Contract shall be made unless the amendment is in the best interests of the City and provided to the CAO.

Purchasers may authorize amendments to Contracts provided that the total amended value of the Contract, including all cumulative changes, is within the approval authority of the Purchaser. Where expenditures for the proposed amendment combined with the price of the original Contract exceeds Purchaser authority, the change must be escalated to the authority authorized to approve the total value.

6.4 Guarantees of Contract Execution and Performance

The Solicitation Document may require that a Bid be accompanied by a Bond or other similar security to guarantee entry into a Contract. In addition, the successful Supplier may be required to provide:

- A performance Bond to guarantee the faithful performance of the Contract; and/or
- A payment Bond to guarantee the payment for labor and materials to be supplied in connection with the Contract.

Ordinarily, the City will require a Bond for Construction Contracts valued at \$250,000 or higher.

The Purchaser may select the appropriate methods to guarantee execution and performance of the Contract. Methods may include one or more of, but are not limited to, financial Bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

The Purchaser shall ensure that the guarantee methods selected will:

- Not be excessive but sufficient to cover financial risks to the City;

-
- Provide flexibility in applying leverage on a Supplier so that the penalty is proportional to the deficiencies; and
 - Comply with applicable statutes and regulations.

Financial Bonds for Contract performance shall only be required where the City will be exposed to costs if the Supplier does not complete the requirements of the Contract.

7.0 OTHER PRACTICES

7.1 Fairness Monitoring

The Manager, through its involvement in and monitoring of the Procurement process and practices, generally has the responsibility to oversee that Procurements are conducted in a fair and consistent manner, free of conflict and/or bias.

However, when planning a specific Procurement, the City may consider the use of an independent Fairness Monitor where an enhanced assurance of fairness is desired. This will generally be reserved for complex Procurements, typically, although not always, with a high value. A staff request to hire a Fairness Monitor must be documented, with a supporting rationale, and must be approved by the CAO. Council may also request the use of a Fairness Monitor.

Where the use of a Fairness Monitor can be anticipated, the associated cost should be included in the project budget. Otherwise, a budget amendment may be required.

7.2 Supplier Management

A Department Manager may monitor and document annually the performance of Suppliers providing Deliverables with a value greater than \$50,000. Department Managers/Purchasers will be responsible to document Supplier performance in the Contract file by means of a Supplier performance evaluation form.

The Department Manager shall document evidence and provide to the CAO in writing where the performance of a Supplier has not satisfactorily met Contract specifications, or for health and safety violations.

In the event of poor Supplier performance, the Department Manager/Purchaser will develop a Supplier performance corrective action plan, with the participation of the Supplier, in an effort to bring performance back to an acceptable level. If acceptable performance is not restored, the CAO may take appropriate action to reduce risk to the City, including terminating a Contract, and prohibiting the unsatisfactory Supplier from bidding on future Contracts.

Supplier performance records will be posted internally on the City's intranet for three years and shall be reviewed by all Department Managers or Purchasers prior to the acceptance of any Bid. A Bid received from a Supplier whose performance is deemed unsatisfactory will not be accepted, unless otherwise approved by the CAO.

For the purposes of this section, the term "Supplier" may include any principal, director or officer of that Supplier, whether submitting Bids directly or indirectly through another legal entity.

7.2.1 Exclusion of Suppliers

The City may, in its absolute discretion, exclude a Supplier from participating in a Procurement process or reject a Supplier's Bid, providing the Supplier with a written explanation for the exclusion and setting out applicable terms, if:

- The Supplier has failed to demonstrate that it has met the requirements of a performance corrective action plan intended to bring performance back to an acceptable level or other Supplier management plan initiated by the City;
- The Supplier has failed to declare a potential Conflict of Interest when responding to a

-
- Solicitation Document; and/or
 - The Supplier, or any of its officers or directors has been engaged in, or is currently engaged in, directly or indirectly, a lawsuit against the City, its employees or elected officials or appointed officers in relation to:
 - any other Procurement process;
 - any other Contract for Deliverables; and/or
 - any matter arising from the City's exercise of its powers, duties, or functions.

A Supplier subject to such an exclusion may apply to City Council for a review of the exclusion.

7.3 Bid Dispute Resolution

All Bidders shall have an opportunity to advise the Purchasing Department Manager or contact as listed on the bid documents, prior to the deadline of the enquiries as outlined in the Solicitation Document, if a Bidder needs to address any discrepancies, errors, concerns and/or omissions in the Solicitation Document, or if they have any questions or clarifications needed.

After the award of the Contract, Bid challenges pertaining to those matters shall not be considered by the City.

Suppliers who have submitted an unsuccessful Bid in a Procurement process will be offered the opportunity for a debriefing. The goal of the debriefing is to assist Suppliers in improving their proposals for future projects. The debriefing will only discuss the Supplier's point rating in the Bid evaluation. Areas for improvement will be discussed on a comparative basis only, without divulging the point values of other Suppliers or any proprietary information. Debriefings may be either verbal or written at the discretion of the Department Manager.

In the instance of a Bid dispute which has not been resolved through a Supplier debrief, the City shall put into place a Bid challenge panel to review the Bid dispute, comprising:

- Department Manager requesting the Procurement;
- The CFO
- Any other party deemed appropriate which may include an independent, non-City employee.

The Bid challenge panel's responsibilities include, but are not limited to, reviewing and making decisions on Bid irregularities or other issues pertaining to a Bid.

REPEAL OF EXISTING POLICY

The Procurement Policy #14-02 adopted by Council resolution C14-23-22-, including all amendments thereto, is hereby repealed as of _____

FORCE AND EFFECT

This policy shall come into full force and effect on January 1, 2022.

Supporting References

Municipal Act RSY 2002, c.154

History of Amendments

Date of Council Decision	Reference (Resolution #)	Description

Appendix A – Items Exempt from this Procurement Policy

The purchasing methods described in the Procurement Policy do not apply to the following:

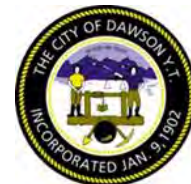
1. Councillor/Employee Training and Education
 - a) Registration, accommodation and tuition fees for conferences, conventions, courses and seminars
 - b) Magazines, books and periodicals
 - c) Memberships
 - d) Staff development or workshops
2. Refundable Councillor/Employee Expenses
 - a) Advances
 - b) Meal allowances
 - c) Travel
 - d) Miscellaneous expenses
3. Employee/Employer's General Remittances/Expenses
 - a) Payroll deduction remittances
 - b) Council/Committee/Employee remuneration
 - c) Licences/Memberships
 - d) Agencies
 - e) Damage claims
 - f) Insurance premiums
4. Other
 - a) Levies
 - b) Utilities
 - c) Postage
 - d) Bailiff or collection agencies
 - e) Licensing
 - f) Any payments required to be made by the City under statutory authority
 - g) Inventory for resale (sale price of items is under \$25)
 - h) Banking and Investment service fees
 - i) Debt payments
 - j) Borrowing/debt arrangements including leases
 - k) Payment of damages or settlements
 - l) Petty cash replenishments
 - m) Insurance
 - n) Legal services
 - o) Hiring of negotiators, internal investigators, or actuaries
 - p) Property assessments

Appendix B – Procurement Authority Matrix

Applicable taxes and duties shall be excluded in determining the Procurement limit of the Approval Authorities listed below. An Approval Authority may authorize a delegate subject to section 3.4.4 of this policy.

Dollar Value	Tool / Procurement Process	Approval Authority (lowest level)	Policy Section
Petty Cash Under \$100	Petty Cash Voucher	Department Manager	5.2
Under \$10,000	Purchasing Card Purchase Order	Department Manager	5.2
\$10,000 to \$25,000	Informal Quotation(3 written quotes)/Invitational competition	Department Manager	5.3.1
\$25,000 to \$50,000	RFQ / RFP / Negotiated Competitive Procurement	CAO	5.3.2 5.3.4
Greater than \$50,000	RFP / RFT/ Negotiated Competitive Procurement	Council	5.3.3 5.3.4
Under \$10,000	Single Source or Sole Source	Department Manager and CFO	5.4.4
\$10,000 to 50,000	Single Source or Sole Source Notice of Intent to Award	Department Manager and CAO	5.4.4
Greater than \$50,000	Single Source or Sole Source Notice of Intent to Award	Council	5.4.4
Under \$30,000	Emergency Procurement	Department Manager	5.4.1
Greater than \$30,000	Emergency Procurement	CAO	5.4.1
Total cumulative value under \$10,000	Contract Amendment / Revision	Department Manager and CFO	6.3
Total cumulative value greater than \$10,000 to \$25,000	Contract Amendment / Revision	CAO	6.3
Total cumulative value greater than \$25,000 to \$50,000	Contract Amendment / Revision	CAO	6.3
Total cumulative value greater than \$50,000	Contract Amendment /Revision	Council	6.3

Report to Council



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

☐ In Camera

AGENDA ITEM:	Yukon Government Front Street Lease Agreement	
PREPARED BY:	Cory Bellmore, CAO	ATTACHMENTS: <ul style="list-style-type: none">Arts & Culture Policy Draft
DATE:	September 4, 2021	
RELEVANT BYLAWS / POLICY / LEGISLATION:		

RECOMMENDATION

That Committee of the Whole review and provide feedback on attached Draft Arts & Culture Policy

ISSUE / PURPOSE

The creation of a policy that guides the City in supporting Arts and Cultural events in the community is essential assisting the public to understand the goals of council and provides guidance to administration when requests for support are received.


BACKGROUND SUMMARY

Dawson City is a vibrant community that has many events throughout the year. There are often requests for support for these events from organizations and having a guiding policy document on support for Arts and Culture would assist in ensuring we are able to participate in the delivery of these events.

ANALYSIS / DISCUSSION

This is an initial policy document that provides guidance to support events. The City of Dawson also has a Grants and Recreation Grants policy that should be updated to reflect the goals of this policy.

APPROVAL

NAME:	C Bellmore	SIGNATURE: 
DATE:	September 5, 2021	



THE CITY OF DAWSON

Arts & Culture Policy

No. 20YY-nn

1.00 POLICY STATEMENT

- 1.01 The City of Dawson is dedicated to enhancing Arts and Culture as an integral part of our community. The City of Dawson's goal is for a vibrant, dynamic arts and cultural community as identified in the municipal Sustainability Plan and Official Community Plan. The City of Dawson recognizes that arts and culture is an essential part of the community's growth and overall good health. The City of Dawson supports and encourages arts and culture through policy development, advocacy, education and financial support. The goal is to help individuals; groups and organizations realize their full creative, social and economic potential to the greater benefit of all citizens.

2.00 PURPOSE

- 2.01 The Arts and Culture Policy provides a clear framework within which the City of Dawson will define and take action on its commitment to support arts and culture in the city.

3.00 DEFINITIONS

- (a) "Arts" shall include design arts, visual and performing arts, music, literary arts, electronic arts, communications and media, crafts, festivals and events.
- (b) "city" means the City of Dawson;
- (c) "council" means the Council of the City of Dawson.
- (d) "Culture" shall include arts, built and natural heritage, the history of the area, ethno-cultural identity and expression, language and literacy, urban design, artistic expression and creativity in all sectors of the economy and the community.

The City of Dawson also recognizes that The United Nations Education, Scientific and Cultural Organization (UNESCO) defines culture as:

- I. *The practices, representations, expressions, knowledge, skills—as well as the instruments, objects, artifacts and cultural spaces associated therewith—that communities, groups and, in some cases, individuals recognize as part of their heritage.*
- II. *This intangible cultural heritage, transmitted from generation to generation, is constantly recreated by communities and groups in response to their*



THE CITY OF DAWSON

Arts & Culture Policy

No. 20YY-nn

environment, their interaction with nature and their history, and provides them with a sense of identity and continuity, thus promoting respect for cultural diversity and human creativity.

- III. *Culture comprises the whole complex of distinctive spiritual, material, intellectual and emotional features that characterize a society or social group, and includes not only arts and letters, but also modes of life, fundamental rights of human beings, value systems, traditions and beliefs.*

4.00 VISION

4.01 The city's vision for Arts and Culture includes:

- (a) The City of Dawson as a vital arts and cultural centre, a source of pride for the residents and a recognized arts and culture destination.
- (b) Opportunities and access to arts and culture as the right of every person.
- (c) Recognition of the value creativity and imagination as necessary to a vibrant, developing community; supporting the development of human imagination through arts, culture and education.
- (d) Arts and cultural festivals and events throughout the year to enrich and enhance our downtown, neighborhoods, parks, public spaces and places of work and as a valuable economic engine for our community.
- (e) Our evolving identity as a sense of place, heritage, innovation, diversity and inclusiveness, celebrated and explored through the arts.
- (f) Long-term investment and collaborative planning that sustain the city's cultural health and the strength of its vital cultural organizations; where support for our arts community promotes the City of Dawson as a significant arts destination sustaining artists and cultural institutions into the future.

5.00 PRINCIPLES

5.01 The following principles are adopted by the city and shall be considered in the development of any arts and culture program or project.



THE CITY OF DAWSON

Arts & Culture Policy

No. 20YY-nn

(a) Importance of Arts and Culture

- I. Arts and Culture will be recognized, nurtured, encouraged and promoted as an integral part of life in Dawson.
- II. Arts and Culture is a fundamental core component of community identity, and contributes strongly to community quality of life.
- III. Arts and Culture is important as it encompasses many elements, including arts, built and natural heritage, the history of the community, ethno-cultural expression (including Mud Bog), language and literacy, urban design, artistic expression, and creativity in all sectors of the economy and the community.
- IV. Dawson's unique cultural assets and identity strengthen the community as a cultural tourism destination, supporting and enhancing other attractive features of the City.
- V. Dawson's arts and cultural activity, organizations, resources and products are key elements for educating residents and visitors.

(b) Sustainability and Growth of Arts and Culture

- I. A vibrant arts and culture sector helps to attract and retain creative, entrepreneurial, skilled, committed and enthusiastic businesses, workforce, and volunteers.
- II. An environment supportive of creativity is a catalyst for innovation and imagination, inspiring renewal, growth, prosperity and vitality.
- III. The arts and culture community is comprised of a diverse group of artists, artisans, organizations, arts and cultural workers and volunteers who are involved in the creation, production, presentation and distribution of arts and culture. Whether professional, semi-professional or non-professional, all are important and valued.
- IV. As an advocate and steward of arts and culture in Dawson, the City will strive to create an environment in which the arts and cultural community can be sustained and nurtured through economic investment and cultural renewal.



THE CITY OF DAWSON

Arts & Culture Policy

No. 20YY-nn

- V. Cultural identity is important to providing a framework for sustainability. A community that embraces and protects its sense of identity is able to respond to the evolving dynamics and needs of its citizens both young and old.
- VI. Growth of a vibrant arts and culture community requires strategic partnerships with private and public investors, and alliances between the for-profit and not-for-profit sectors.

(c) Municipal Support

- I. The City of Dawson is committed to investing in Arts and Culture and endorses the following:
 - i. Support of artistic and cultural activities may be represented by financial or other resources.
 - ii. By virtue of funding or other support, including advocacy efforts with other groups, the City lends groups, artists and not-for-profit organizations credibility and accountability. This recognition raises the status of artists, projects and organizations in the eyes of potential supporters, funding groups, levels of government and the private sector.
 - iii. Recognition through financial and other resources encourages capacity building of events, activities and programs within the community.
 - iv. Public spaces can often be enhanced by the presence of public art.
 - v. It is important to provide cultural organizations with support and assistance, in a pro-active manner, for promotion; when appropriate, use of public land; advertising; and marketing of cultural opportunities, activities and happenings in Dawson for residents and visitors.
 - vi. Council, by resolution, can appoint a writer laureate for the community for a term not to exceed two years.



THE CITY OF DAWSON

Arts & Culture Policy

No. 20YY-nn

6.00 ENACTMENT

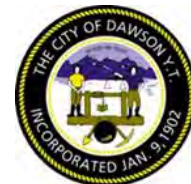
Policy Title	Encroachment Policy
Policy #	2020-nn
Date Effective	Month xx, 2020
Date Adopted by Council	Month xx, 2020
Resolution Number	C2020-xx-xx

Original signed by

Name of Presiding Officer, Title
Presiding Officer

Name of CAO (or designate), Title
Chief Administrative Officer

Report to Council



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

☐ In Camera

AGENDA ITEM:	Yukon Government Front Street Lease Agreement	
PREPARED BY:	Cory Bellmore, CAO	ATTACHMENTS: <ul style="list-style-type: none">• Correspondence from Mr. Kendrick• Memo from J. Howe, Public Works• Historical correspondence from Mr. Jim Kincaid• Copy of recent work order estimate• Historical lot sale information
DATE:	Sept 4, 2021	
RELEVANT BYLAWS / POLICY / LEGISLATION:		

RECOMMENDATION

That Committee of the Whole accept this package of information regarding the Water and Sewer Installation at lot 44 block 2 North End.

That Committee of the Whole forward to council to approve a budget amendment for the total cost of this service connection from Water and Sewer Reserves, not to exceed \$20,000.

ISSUE / PURPOSE

Administration would like to move forward with installation in a fair and transparent manner and is providing this information to Committee of the Whole for this purpose and to receive a budget amendment to cover the cost of this unexpected expense.

BACKGROUND SUMMARY

The owner of lot 44 block 2 North End, Bill Kendrick, approached the City regarding the water and sewer service connection of his property as part of finalizing development of this lot.

Mr. Kendrick has provided documents that describe that this property was intended to be sold with water and sewer available at the property line, and if at the time of development and first connection this was not the case that it would be rectified by the City. (see attached correspondence attached from Jim Kincaid, City Manager)

Administration has researched and to the best ability have concluded that this lot was likely in this development that was intended to be sold as serviced.


Mr. Kendrick has sent correspondence several times to administration regarding the readiness of his development to receive this connection over the last couple of years. It seemed reasonable to include this service connection in the drawings completed for the project in the North End that would see services extended to Judge street from the existing end of services just south of Edward Street on 2nd Ave. Given delays in the completion of the development on this lot, there was not an urgency for this connection. Given the delayed timelines of the completion of this service extension, it has been again requested that this service connection be completed as soon as possible.

Public Works has confirmed the availability of material for this connection at this time as well as has provided a memo regarding his connection as it is not a usual connection given the placement requiring a long run for grade purposes and lack of main line pipe past the frontage of the property. (see attached Memo from Public Works). While not impossible, this is a complex and expensive hook up which may have failure and freezing in the future. Even when this servicing is completed as well as it can be at this time, it is advisable that this hook up be changed in the future when the service extension on 2nd avenue is extended to Judge Street.

ANALYSIS / DISCUSSION

It is anticipated that this semi-permanent connection can be completed this fall. The owner previous had encroachments off of this property but has reported that this has been rectified. While this lot is not a part of the current North End development plans, it was anticipated that it would be connected with the others and the owner was included in the engagement where this encroachment had been identified.

- The City would install services to property line at an estimate cost of : \$18,226.99
- Administration will confirm the encroachments have been resolved
- The Property owner would be required pay the load capacity charge, and set up a utility account for quarterly water, sewer, and developed waste management fees.

APPROVAL		
NAME:	C Bellmore	SIGNATURE: 
DATE:	Sept 4, 2021	

P.O. Box 214
Dawson City, Yukon
Y0B 1G0

April 16, 2019

Cory Bellmore, Chief Administrative Officer
City of Dawson
P.O. Box 308
Dawson City, Yukon
Y0B 1G0

Dear Ms. Bellmore,

Re: Lot 44, Block 2, North End, Water and Sewer Work Order/Estimate

Last August, I received an estimate/work order for water and sewer connection infrastructure for the above-noted property (Work Order #1001). Since that time, new information has come to my attention, and as a result, I am requesting a revised estimate/work order.

The information that has come to my attention is contained in an email from the Manager of Land Development for the Yukon Government and a fax reply to it from the City Manager of Dawson, both from February 2000. These documents can be found in the North End land file at the Dawson City office, as well as at the Department of Community Services of the Yukon Government.

On February 10, 2000, the Manager of Land Development for Community and Transportation Services of the Yukon Government, Brian Ritchie, sent an email to Jim Kincaid, Dawson City Manager, inquiring about infrastructure to the North End lots and "any potential problems in the future for servicing repairs and **costs to purchasers**" [my emphasis]. According to Mr. Ritchie:

"It is my understanding that with these lots the City installed both sewer and water service connections to **each property line**. I would expect that your Consultants and Contractors verified that these services including mains were installed properly and are functional at this time.

My understanding of the situation would be that if and when a property is purchased and a person starts to build that any **irregularities** or City infrastructure failures to the services provided to that lot would be repaired by the City of Dawson at no charge to the property owner.

Please correct me if I am wrong and it would be helpful if we could have something in writing for our file to confirm."

On February 14, 2000, the City Manager responded to the above by fax:

"This will confirm that the City has installed water and sewer service connections **to the property lines of each** of the North End lots and that those services were installed and, to the best of our knowledge, are functional at this time.

If at the time of first connection to those services it is found that there is a problem, the City will **bring the service up to the property line** into full operating condition at **no cost** to the developer."

(The fax goes on to discuss what will happen if permafrost conditions cause an issue, but that is not the situation that has occurred here.)

Indeed, I had always found it strange that every other lot sold in the late 1990s North End development, despite being comparable in cost, had a water and sewer connection "to their property line" (on the street in line with the property), whereas the one I purchased did not. This constitutes an **irregularity** that should be rectified by the City at no charge to me, as the property owner. I am simply asking that the connection situation be brought up to the same relative standard/location as the other North End lots that have been sold.

As a result of the above, I ask that you please direct your Public Works Department to fix the irregularity and provide me with an updated work order/estimate for the water and sewer infrastructure needed to hook up to the home under construction on Lot 44. Given our town's acute housing shortage, and my need to either rent out or sell this property as soon as practicable, I do not wish to delay the water/sewer hook up to this home any longer. I would like to do this hookup by mid-summer, and trust this can be accomplished.

Please do not hesitate to contact me at your earliest convenience if you have any questions. I look forward to receiving the revised quote and finding out when the infrastructure at my property line will be available for connection to water and sewer.

Thank you for your time and consideration.

Sincerely,



William Kendrick

867-332-2424

P.O. Box 214
Dawson City, Yukon. Y0B 1G0

September 6, 2019

Cory Bellmore, Chief Administrative Officer
City of Dawson
P.O. Box 308
Dawson City, Yukon. Y0B 1G0

Dear Ms. Bellmore,

Re: April 16, 2019 correspondence about Lot 44, Block 2, North End, Water and Sewer Work Order/Estimate and current requirement for information

On April 16th of this year, I delivered to you a letter requesting a revised estimate/work order for water and sewer work at my property Lot 44, Block 2, North End. Unfortunately, it is now September and I have not yet received a reply.

With the seasons set to change shortly, it is now time for me to arrange the purchase of the necessary infrastructure to hook this property up to water and sewer. While this hook up on the street could wait a few weeks or a month or so, I need to know right away where exactly the City will be bringing the water and sewer connection to my property line; I.e. will it be on the street at the south end of the property or will it be at the north end of the property? I require this information so that I can begin the necessary tree removal and excavation on my property.

To again reiterate the request contained in my April 16th correspondence: could you please direct your Public Works Department to fix the water/sewer irregularity and provide me with an updated work order/estimate for the water and sewer infrastructure needed to hook up to the home under construction on Lot 44. Given our town's housing shortage, and my need to either rent out or sell this property as soon as practicable, I do not wish to delay the water/sewer hook up to this home any longer. Initially I had hoped to do this by mid-summer, but that time has passed now and winter will soon be upon us so now time is truly of the essence!

Please do not hesitate to contact me at your earliest convenience if you have any questions. I look forward to receiving the revised quote and finding out where (and when) the infrastructure at my property line will be available for connection to water and sewer.

Thank you for your time and consideration.

Sincerely,



William Kendrick
867-332-2424

Kendrick Service

The request from Mr. Kendrick to supply water and sewer service to his property requires a difficult, complex, and expensive installation. There is no main line frontage at his property resulting in what would be extremely long runs in order to tie into existing infrastructure. Due to the CoD's requirement of a depth of bury of 3' at property line, in order to achieve acceptable grade for the sewer service the next closest service would have to be dug back at considerable depth, cut apart and tied into on the road.

Concerning the water service, the existing concrete manhole would have to be penetrated via a jackhammer, the existing service spliced into and run to a second manhole at Mr. Kendrick's property which the CoD would have to install new.

Obviously, the unusual length of both these services increases the likelihood of freezing as well as physical failure in the future.

Jonathan Howe

Public Works Manager

City of Dawson

FAXED



THE CITY OF DAWSON

P.O. BOX 308, DAWSON CITY, YUKON Y0B 1G0

PH: (867) 993-7400, FAX: (867) 993-7434



FAX TRANSMISSION

The contents of this fax are privileged and confidential. If the reader is not the intended recipient or its agent, please be advised that any dissemination, distribution, or copying of the contents of this fax is strictly prohibited. If you received this fax in error, please notify us immediately. Thank you.

TO: Brian Ritchie

FAX NO: 1-867-393-6216

COMPANY: C. & T. S.

DATE: February 14, 2000

FROM: Jim Kincaid
City Manager

OF PAGES: 1
(Including this page)

MESSAGE/SUBJECT: North End Lots - Water and Sewer Connections

This refers to your e-mail message of February 10, 2000. This will confirm that the City has installed water and sewer service connections to the property lines of each of the North End lots and that those services were properly installed and, to the best of our knowledge, are functional at this time.

If at the time of first connection to those services it is found that there is a problem, the City will bring the service up to the property line into full operating condition at no cost to the developer. This commitment is made with the understanding that the system is installed in a permafrost zone which may render the whole or significant parts of the system inoperable before all the lots are sold. If that occurs, then the situation will have to be reviewed by the Council of the day. I trust this is the information you need.

Jim Kincaid
City Manager

c: Norm Carlson, Public Works Superintendent

dawson city - heart of th

Mark.
Here is the original
from the custody
files re: B. Kendrick's
lot

From: Brian.Ritchie <Brian.Ritchie@gov.yk.ca>
To: 'dawsoncity@dawsoncity.net' <dawsoncity@dawsoncity.net>
Cc: Dennis.Shewfelt <Dennis.Shewfelt@gov.yk.ca>
Date: Thursday, February 10, 2000 8:28 AM
Subject: N/End Buyback

Jim:

A question has been raised by John about the City infrastructure to these lots and any potential problems in the future for servicing repairs and costs to purchasers.

It is my understanding that with these lots the City installed both sewer and water service connections to each property line. I would expect that your Consultants and Contractors verified that these services including mains were installed properly and are functional at this time.

My understanding of the situation would be that if and when a property is purchased and a person starts to build that any irregularities or City infrastructure failures to the services provided to that lot would be repaired by the City of Dawson at no charge to the property owner.

Please correct me if I am wrong and it would be helpful if we could have something in writing for our file to confirm.

Thanks

BR

G. Brian Ritchie, A.Sc.T.
Manager, Land Development
Community and Transportation Services
Engineering & Development Branch
Phone: (867)667-3093; Fax: (867)393-6216
email: brian.ritchie@gov.yk.ca

City of Dawson

WORK ORDER

WORK ORDER DATE: Sept. 21/20 DATE REQUIRED: before Oct. 31/20 WORK ORDER # **1153**
freeze up & ground.

APPLICATION INFORMATION			
APPLICANT:	<u>William Kendrick</u>		PHONE: <u>993-6367 / 332-2424 (m)</u>
PROPERTY OWNER:	<u>William Kendrick</u>		
MAILING ADDRESS:	<u>Box 214 Dawson, YT</u>		
PROPERTY INFORMATION			
LEGAL DESCRIPTION:	LOT #: <u>44</u>	BLOCK #: <u>2</u>	ESTATE: <u>North End</u>
MUNICIPAL ADDRESS:	<u>1482 Second Ave.</u>		
ROLL NUMBER:	<u>D 72 00000</u>	UTILITY #: <u>244090</u>	CUSTOMER ID:
WORK AUTHORIZATION			
I hereby request the City of Dawson to perform the work described below and agree to the <u>terms listed</u> as General Conditions of this work order.			
		<u>Sept. 21/2020</u>	
Applicant's Signature		Date	
GENERAL CONDITIONS			
Applicant must be the Proper Owner or an Authorized Representative of the Property Owner. The City will invoice the Property Owner for all costs associated with this work order. All invoices will be sent to the Property Owner's address.			
Deposit payment equal to the amount of the estimate is required upon signing the work order.			
Payment in full of all outstanding balances owing to the City of Dawson including but not limited to: connection fee, taxes, utilities and load capacity charge is required prior to connection of water and sewer services.			
The Property Owner and/or Contractor will hold harmless the City of Dawson, its elected officials and employees for any liability which may be as a result of this work completed.			
The City will attempt, but does not guarantee, to complete work at the DATE REQUIRED.			
The City does not provide a warranty for the work completed on private property.			

WORK DESCRIPTION		
(circle one of the following)		
Disconnect	Reconnect	Disconnect for Arrears
Water Service Call	Sewer Service Call	
New Installation	New Connection (see LOAD CAPACITY)	
Other (please describe): <u>provide W & S pipe for new installation at property, plus provide connection at property line</u>		
Public Works to date and sign on completion of service:		
Comments: <u>City could run line to new manhole for my service</u> <u>New line could be replaced if/when North End Ext. done</u>		
LOAD CAPACITY		
Load Capacity Fee for New Connections – Finance to confirm payment of Load Capacity Fee		
Residential (per residence)	Total Units: <u>1</u>	Total Paid: \$ _____ Receipt #: _____
Commercial (per water outlet)	Total Units: _____	Total Paid: \$ _____ Receipt #: _____
Turn on requested (please tick option):	During Installation (prior payment required): <input type="checkbox"/>	Other: <input checked="" type="checkbox"/> <u>late winter</u>

FOR OFFICE USE ONLY	
DEPOSIT AMOUNT PAID: _____	RECEIPT #: _____
Finance confirms all amounts due have been invoiced and paid: _____	
Initial _____	Date _____

NAME: Bill Kendrick TO PROPERTY LINE ONLY			ESTIMATE DATE:			ACTUALS DATE:				
ADDRESS:						WORK ORDER:				
ESTIMATE BY:			MATERIALS SIGNED OUT BY:							
ITEM			ESTIMATE - UNITS	ESTIMATE VALUE - Dollars Required	ACTUAL - UNITS	ACTUAL VALUE	MATERIAL - UNITS	MATERIAL PURCHASE - Payment in advance	PRICE	UNIT TYPE
CURB VALVES/CORB STOP										
3/4"	1	\$	107.42		\$	-		\$	-	\$107.42 each
1"		\$	-		\$	-		\$	-	\$181.11 each
2"		\$	-		\$	-		\$	-	\$263.45 each
2" I.P.S. setup		\$	-		\$	-		\$	-	\$428.60 each
COUPLINGS										
3/4"		\$	-		\$	-		\$	-	\$41.76 each
1"		\$	-		\$	-		\$	-	\$89.04 each
2"		\$	-		\$	-		\$	-	\$139.57 each
CURB STOPS										
3/4"		\$	-		\$	-		\$	-	\$107.42 each
1"		\$	-		\$	-		\$	-	\$116.28 each
2"		\$	-		\$	-		\$	-	\$702.19 each
ADAPTERS										
1" tee		\$	-		\$	-		\$	-	\$235.58 each
3/4 tee	1	\$	185.00		\$	-		\$	-	\$185.00 each
3/4" to 1"		\$	-		\$	-		\$	-	\$21.88 each
INSERTS										
3/4"	4	\$	14.52		\$	-		\$	-	\$3.63 each
1"		\$	-		\$	-		\$	-	\$6.27 each
2"		\$	-		\$	-		\$	-	\$11.06 each
WATERLINE										
3/4"	120	\$	67.20		\$	-		\$	-	\$0.56 per ft
1"		\$	-		\$	-		\$	-	\$1.15 per ft
2"		\$	-		\$	-		\$	-	\$2.81 per ft
INSULATED PIPE										
1.5"	100	\$	2,363.00		\$	-		\$	-	\$23.63 per ft
3"		\$	-		\$	-		\$	-	\$14.28 per ft
4" series 100 c/w heat trace duct		\$	-		\$	-		\$	-	\$29.51 per ft
4" series 100	100	\$	2,461.00		\$	-		\$	-	\$24.61 per ft
INSULATED/PE FITTINGS										
4" 22.5 degree elbow (insul)		\$	-		\$	-		\$	-	\$378.91 each
4" 45 degree elbow (insul)		\$	-		\$	-		\$	-	\$334.12 each
4" 45 degree elbow short	2	\$	40.50		\$	-		\$	-	\$20.25 each
4" short wye-insul	1	\$	711.40		\$	-		\$	-	\$711.40 each
4" electrofusion cplr	7	\$	371.56		\$	-		\$	-	\$53.08 each
4" electrofusion insul kit only		\$	-		\$	-		\$	-	\$152.36 each
1.5 electrofusion cplr	1	\$	35.41		\$	-		\$	-	\$35.41 each
		\$	-		\$	-		\$	-	
STAINLESS STEEL REPAIR CLAMPS										
2" dia. by 8" long robar clamp		\$	-		\$	-		\$	-	\$128.34 each
		\$	-		\$	-		\$	-	
4" dia. by 8" long robar clamp		\$	-		\$	-		\$	-	\$125.69 each
6" dia. by 8" long X 2 robar clamp		\$	-		\$	-		\$	-	\$128.57 each
6" dia. by 24" long X 1 robar clamp		\$	-		\$	-		\$	-	\$797.84 each
8" dia. by 12" long c/w 2" port saddle		\$	-		\$	-		\$	-	\$252.66 each
8" dia. by 12" long c/w 2 one" port saddle		\$	-		\$	-		\$	-	\$255.98 each
SHRINK SLEEVES										
		\$	-		\$	-		\$	-	each
24" wide bulk shrink wrap	40	\$	742.00		\$	-		\$	-	\$18.55 per ft
PIPE INSULATION										
1.5"	5	\$	101.40		\$	-		\$	-	\$20.28 per ft
		\$	-		\$	-		\$	-	per ft
4"	15	\$	172.80		\$	-		\$	-	\$11.52 per ft
6"		\$	-		\$	-		\$	-	\$14.20 per ft
8"		\$	-		\$	-		\$	-	\$17.42 per ft
10"		\$	-		\$	-		\$	-	\$22.93 per ft
OTHER MATERIALS										
300mm culvert		\$	-		\$	-		\$	-	\$407.52 each
Water Manhole	1	\$	2,500.00		\$	-		\$	-	\$2,500.00
CONTRACTED SERVICES										
Invoice x 21.5% Mark Up										
Contracted Labour - Steamer		\$	-		\$	-		\$	-	\$151.87 per hr
Contracted Labour - Vac truck		\$	-		\$	-		\$	-	\$170.10 per hr
10-400-495-44715 SALE OF INVENTORY/CONT. SERVICES SUBTOTAL		\$	9,873.21		\$	-		\$	-	(\$9,873.21)
GRAVEL										
10-400-495-447										



Community and Transportation Services

FAX COVER SHEET

Box 2703, Whitehorse, Yukon Y1A 2C6

TO: Attn: Janet - City of Dawson FAX# 1-867-993-7434Total # of PGS 1

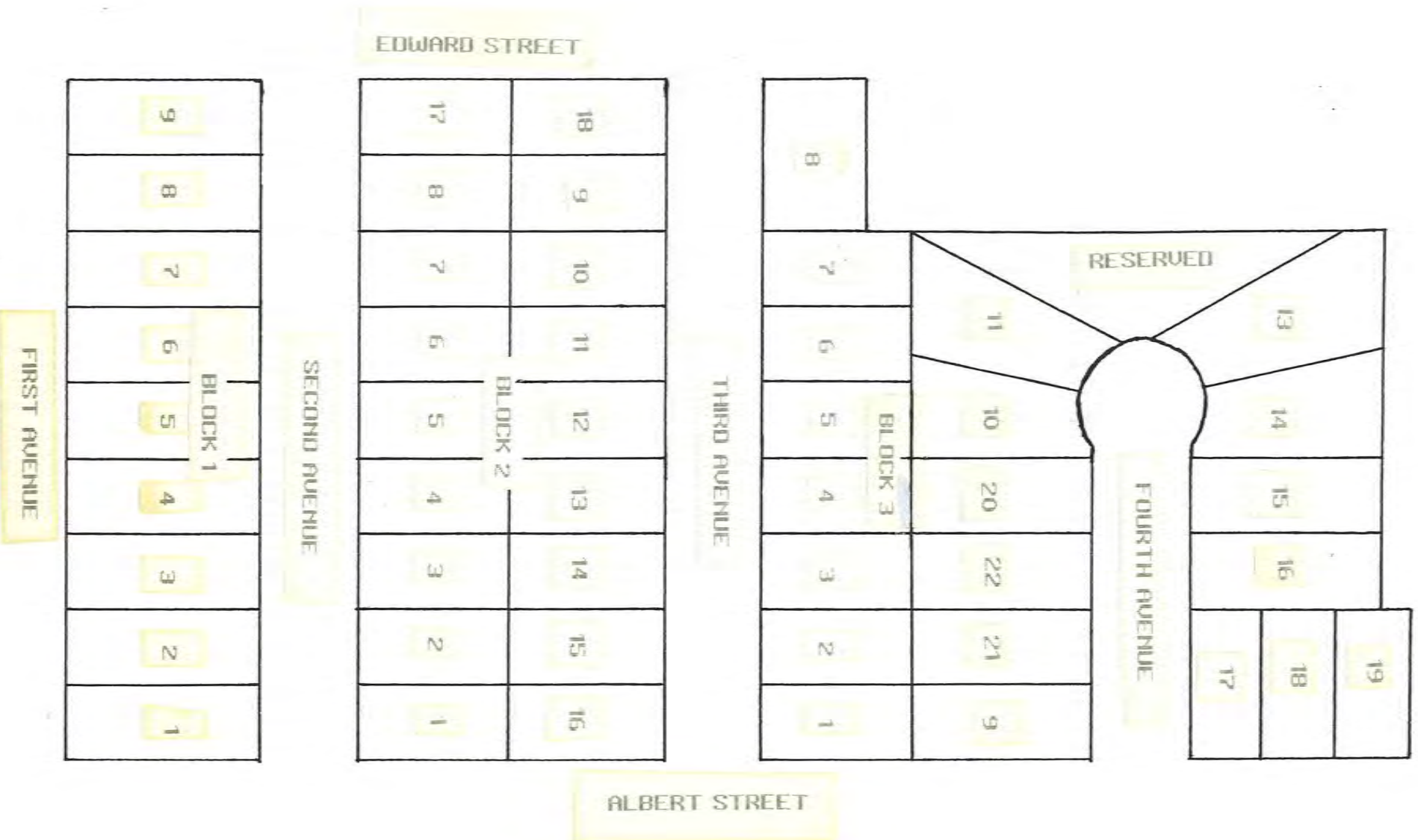
CONFIDENTIALITY CAUTION

This communication is intended for the use of the addressee ONLY and may contain information that is privileged and confidential. Further disclosure, dissemination, distribution, copying or use of this communication in whole or in part by any other person in any manner is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately and return the original message to us at the above address, at our expense.

FROM: Nina Lindley, YTG LOCATION: M-5
FAX: 393-6258 DATE: April, 4/01
REMARKS: Re: Price list for Northend Lottery

URGENT!

Please phone (403) _____ immediately if all pages are not received.





**GOVERNMENT OF YUKON
FOR SALE BY LOTTERY
27 RESIDENTIAL LOTS
NORTH END SUBDIVISION – DAWSON CITY**

Deadline

- **Lottery closes April 30th, 2001, 12:00 NOON.** Applications will be accepted up to that time at both the Town of the City of Dawson and YTG Land Disposition Section, Whitehorse.
- **Draw will take place at May 2nd, 2001, at 9:30AM Town Office in Dawson.**
- It is not necessary for the applicant to attend the Lottery Draw.
- **To enter the lottery two separate payments are required** paid by cash, cheque, money order, bank draft, debit card, Visa or MasterCard.
 - ⇒ **\$26.75** (\$25.00 application fee, \$1.75 GST) **made payable to the Territorial Treasurer, non-refundable.**
 - ⇒ **\$300.00 made payable to the Yukon Housing Corporation, refundable** if unsuccessful. (Debit or Credit Card will not be accepted for this payment.)

Applicants responsibilities

- Lots in North End subdivision are zoned "RS; Residential – Single Detached Residential.
 - Prior to submitting an application, applicants should ensure their intended use is permissible under City of Dawson zoning designation. Please review the City's zoning information package prepared for this lottery.
- Please contact this office for lottery results.
- **Only successful applicants and applicants on the eligibility list will be contacted.**

Please pick your deposit if un-successful within 14 days after the lottery, otherwise your cheques will be destroyed.

Prices and Breakdown
North End Subdivision – Plan 96-110
Various Lots Blocks 2 & 3
Lot 41 Block 3 Plan 99-0215

Lot	Block	Area (ha)	Sale Price	Payable to YHC	GST on Sale Price	20% Downpayment	Admin Fee payable to YTG
4	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
5	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
6	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
8	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
9	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
10	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
11	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
12	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
13	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
14	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
17	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
18	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
2	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
3	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
4	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
5	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
10	3	0.0611	\$32,000.00	8640.00	2240.00	6400.00	26.75
11	3	0.0746	\$32,000.00	8640.00	2240.00	6400.00	26.75
13	3	0.0875	\$32,000.00	8640.00	2240.00	6400.00	26.75
14	3	0.0692	\$32,000.00	8640.00	2240.00	6400.00	26.75
17	3	0.0465	\$30,000.00	8100.00	2100.00	6000.00	26.75
18	3	0.0930	\$30,000.00	8100.00	2100.00	6000.00	26.75
19	3	0.0930	\$30,000.00	8100.00	2100.00	6000.00	26.75
20	3	0.0576	\$32,000.00	8640.00	2240.00	6400.00	26.75
21	3	0.0576	\$32,000.00	8640.00	2240.00	6400.00	26.75
22	3	0.0576	\$32,000.00	8640.00	2240.00	6400.00	26.75
41	3	0.0500	\$30,000.00	8100.00	2100.00	6000.00	27.75

Additional information provided with this package: Zoning Information, Homeowner Fire Smart Guidelines.

LOTTERY RULES AND GENERAL INFORMATION

- Applicants must be 19 years or older, a Canadian citizen or landed immigrant, and have resided in the Yukon for one (1) continuous year, immediately preceding the lottery.
- An agent acting on behalf of an applicant must have proof of Power of Attorney.
- Applicants must be applying to purchase a lot for the purpose of providing housing accommodation for themselves.
- Only one application will be accepted per individual. A company or corporation is not considered to be an individual.
- Only one lot per household.
- A couple living in one household may put in separate applications, however if both applicants are successful one lot will have to be returned and the applicant's \$300.00 will be forfeited.
- An individual cannot hold more than one country residential agreement for sale with the Yukon Housing Corporation.
- The lot (s) are being sold on an "as is" basis.
- Lots are serviced with power, municipal water and sewer.
- Successful applicants have fourteen (14) days to provide the required payments by either paying for the lot in full or entering into an agreement-for-sale *otherwise* the \$300.00 deposit will be forfeited. (See agreement for sale information on page 4)
- Unselected lots may be made available over the counter at Land Disposition Section Office after the eligibility listing is completed and reviewed. This would occur by approximately May 16th, 2001.

ELIGIBILITY LIST INFORMATION

- An eligibility list is maintained to give applicants who entered the lottery a possible second chance if a lot is returned.
- An eligibility list will be established as part of this lottery and will be maintained for a minimum of fourteen (14 days) from date of lottery.
- Successful applicants are not placed on the eligibility list, **unsuccessful applicants in the lottery draw will be placed on the eligibility list** in the order drawn during the lottery process using the following as a guide:
 - **Guide:** The list will be to a maximum of 1 ½ times the number of available lots, (i.e. 27 lots available, up to 41 names) will be on the eligibility list for this lottery.
 - After fourteen (14) days (May 16th, 2001), applications will be reviewed in order as they appear on the eligibility list, to determine if the lot (s) returned is/are on the applicant's list of choices.
 - The **first unsuccessful applicant** that included the returned lot on their list of choices would be offered the returned lot.
 - The applicant then will have **48 hours** from the date contacted by telephone to advise the Land Disposition Section whether they want the lot offered.
 - Once the lot offered is accepted the applicant is given **14 days** from the date contacted by telephone to pay the required payments to purchase the lot (see agreement for sale information on page 4).
 - If the applicant advises they are not interested in the lot offered, they forfeit the \$300.00 deposit, and contact will be made with the next unsuccessful applicant on the eligibility list who has selected the returned lot on their application.
 - This process is repeated until the returned lot is sold **or** the eligibility list is depleted.
 - In the event that all the applicants contacted are not interested in purchasing the returned lot, Land Disposition may then release the lot over the counter for public sale. All monies held in trust will be returned or you may be contacted to pick up your \$300.00 deposit.
 - Lots that are returned after sixty days from the date of the lottery and/or lots not sold through the eligibility list process may be made available for sale over the counter.
 - To be on the eligibility list applicants must initial the appropriate section on their application form.
 - Once on the eligibility list, applicants must agree that their \$300.00 deposit (preferably a cheque) be held in trust for a minimum fourteen (14) days from the date of the lottery.
 - At any time **prior to being offered a returned lot**, applicants may ask to have their name removed from the eligibility list and their \$300.00 deposit returned.

Key points to please note:

1. To be on the eligibility list, applicants must indicate on the application form in the assigned location. Once on the list, if you are offered a lot and refuse you will forfeit the deposit of \$300.00.
2. It is very important that anyone on the eligibility list ensure they contact this office after 14 days of the lottery date to verify if any lots have been returned and to clarify where they stand in the process.

AGREEMENT FOR SALE INFORMATION

- A cheque made payable to Yukon Housing Corporation

1. The total purchase price in full, and 7 % GST of the purchase price, subtracting the \$300 deposit being held by Land Disposition Section.

OR

2. 20% of the total purchase price and 7 % GST of the full purchase price, subtracting the \$300 deposit being held by Land Disposition Section.
- If option 2 is your choice, the outstanding balance of the purchase price will be paid in Five (5) equal annual payments. Each payment will consist of principal amounts and a prescribed interest rate on the outstanding balance, payable each year on the anniversary date of the agreement for sale. All payments will be made to the Yukon Housing Corporation.
 - All lots in this lottery are subject to a five (5) year building restriction for placement of a single family residential dwelling deemed to be clad to the weather.
 - Purchasers must comply with the requirements of the City of Dawson zoning and building bylaws. Please review the City of Dawson zoning information package prepared for this lottery.
 - Title to the lots will be issued at the discretion of Yukon Housing Corporation once the purchase price has been paid in full and the building requirements have been met.
 - Lots may be subject to utility easements, which would be registered against the title to the land.
 - If an agreement for sale is cancelled by the purchaser during the first sixty (60) days from the effective date (lottery date May 2nd, 2001, the purchaser is eligible for a refund of the 20% down-payment and GST, less the \$300.00 initial deposit which is forfeited as penalty.
 - If the Agreement for Sale is cancelled after the 60-day period from the effective date (lottery date May 2nd, 2001), the 20% down payment is non-refundable.

APPLICATION FOR LOTTERY NORTH END DAWSON 27 RESIDENTIAL LOTS

PLEASE PRINT - Full legal names (no initials please) are required for the agreement for sale document.

Applicant Surname	/	First Name	/	Middle Name
<hr/>				
Address				
<hr/>				
City/Town		Postal Code		Phone number (home)
<hr/>		<hr/>		<hr/>
Occupation		Employer		Phone number (work)
<hr/>		<hr/>		<hr/>

If Applicable - NAME OF CO-APPLICANT LISTED BELOW

Applicant Surname	/	First Name	/	Middle Name
<hr/>				
Address				
<hr/>				
City/Town		Postal Code		Phone number (home)
<hr/>		<hr/>		<hr/>
Occupation		Employer		Phone number (work)
<hr/>		<hr/>		<hr/>

We request the Agreement for Sale and Notification of Title to be issued as

Joint-Tenants ____ or Tenants-in-Common ____

- *Joint Tenants - upon the death of one of the tenants, the whole interest passes to the surviving tenant or tenants and not to the estate of the deceased.*
- *Tenants in Common - contains no right of survivorship, and upon the death of tenant, his/her interest does not pass to the surviving tenants, but to the heirs of the deceased tenants*

INFORMATION REGARDING SELECTION OF LOTS

Lots to be listed in order of preference.

If your name is drawn first, then you receive your 1st choice. That will be the lot you must purchase (or you forfeit your \$300.00 deposit).

If your name is drawn second and your 1st choice is still available then your 1st choice will be the lot you will receive.

If your name is drawn third and your 1st choice is taken, the next available lot listed on your application will be the lot you will receive.

If all the lots you have listed are taken, you will be deemed unsuccessful in this lottery and your deposit will be refunded.

If you have any questions, please call 667-5215, OR 1-800-661-0408, local 5215.

List of priority choices

- List only those lots you are willing to purchase.*

1 st	
2 nd	
3 rd	
4 th	
5 th	
6 th	
7 th	
8 th	
9 th	
10 th	
11 th	
12 th	
13 th	
14 th	
15 th	
16 th	
17 th	
18 th	
19 th	
20 th	
21 st	
22 nd	
23 rd	
24 th	
25 th	
26 th	
27 th	