

# THE CITY OF DAWSON

Box 308 Dawson City, YT Y0B 1G0  
PH: 867-993-7400 FAX: 867-993-7434  
[www.cityofdawson.ca](http://www.cityofdawson.ca)



## NOTICE OF SPECIAL COUNCIL MEETING #C21-22

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

**DATE OF MEETING:** WEDNESDAY, OCTOBER 13, 2021  
**PLACE OF MEETING:** COUNCIL CHAMBERS, CITY OFFICE  
**TIME OF MEETING:** 7:00 PM  
**PURPOSE OF MEETING:**

- 1) Council Meeting Minutes C21-21 of October 7, 2021
- 2) Klondike Development Organization Lease

DATE MEETING REQUESTED: October 7, 2021  
MEETING REQUESTED BY: WAYNE POTOROKA, MAYOR

Original signed by: October 12, 2021  
Cory Bellmore, CAO Date

**MINUTES OF SPECIAL COUNCIL MEETING C21-21** of the Council of the City of Dawson held on Thursday, October 7, 2021 at 7:00 p.m. City of Dawson Council Chambers

---

<b>PRESENT:</b>	Mayor	Wayne Potoroka
	Councillor	Bill Kendrick
	Councillor	Molly Shore
	Councillor	Stephen Johnson

<b>REGRETS:</b>	Councillor	Natasha Ayoub
-----------------	------------	---------------

<b>ALSO PRESENT:</b>	CAO	Cory Bellmore
	EA	Elizabeth Grenon

---

**Agenda Item:** Call to Order

---

The Chair, Mayor Potoroka called Special Council meeting C21-21 to order at 7:15 p.m.

---

**Agenda Item:** Agenda

---

**C21-21-01** Moved by Mayor Potoroka, seconded by Councillor Johnson that the agenda for Council meeting C21-21 of October 7, 2021 be adopted as presented.  
Motion Carried 4-0

---

**Agenda Item:** Delegations & Guests

---

a) John Mitchell (Presentation of Award)

Council presented Sgt. John Mitchell with a gift, a shadow box with a “key to the City”, to honor his 30 years of service as the leader of the Rangers as well as his many other contributions to the Dawson community. Chief Roberta Joseph also spoke a few words on behalf of Tr’ondëk Hwëch’in expressing their gratitude for Sgt. Mitchell.

---

**Agenda Item:** Minutes

---

a) Council Meeting Minutes C21-20 of September 21, 2021

**C21-21-02** Moved by Councillor Kendrick, seconded by Mayor Potoroka that the minutes of Council Meeting C21-20 of September 21, 2021 be approved as amended.  
Motion Carried 4-0

- *On page 3 of the minutes Councillor Kendricks name is spelt wrong.*

-

---

**Agenda Item:** Business Arising

---

a) Council Meeting Minutes C21-20 of September 21, 2021

**C21-21-03** Moved by Mayor Potoroka, seconded by Councillor Shore that if the civil contract for pipes to Judge Steet as per Phase One North End Project plans does not occur in 2022, then the project team meet with residents and Council about remedying unpermitted sewage disposal situations north of Albert Street.  
Motion Carried 4-0

---

**Agenda Item: Adjourn**

---

**C21-21-04** Moved by Mayor Potoroka, seconded by Councillor Shore that Special Council Meeting C21-21 be adjourned at 7:40 p.m. with the next regular meeting of Council being November 3, 2021.  
Motion Carried 4-0

**THE MINUTES OF SPECIAL COUNCIL MEETING C21-21 WERE APPROVED BY COUNCIL RESOLUTION #C21-22-04 AT SPECIAL COUNCIL MEETING C21-22 OF OCTOBER 13, 2021.**

---

Wayne Potoroka, Mayor

---

Cory Bellmore, CAO



## LEASE AGREEMENT

This Lease Agreement is made effective on this        day of November, 2021

**Between**

Klondike Development Organization (KDO)  
Box 1613  
Dawson City, Yukon  
Y0B 1G0

(Hereinafter known as "KDO", of the First Part)

**And**

City of Dawson (the City)  
Box 308  
Dawson City, Yukon  
Y0B 1G0

(Hereinafter known as the "City", of the Second Part)

### **LEASE AGREEMENT REGARDING THE OPERATION OF A SOLAR FARM ARRAY ON LOT 1029 AS IDENTIFIED IN SCHEDULE "A" OF THIS AGREEMENT**

This Lease Agreement between the **City** and **Klondike Development Organization** recognizes the benefit and value of an independent green energy production in the City of Dawson.

**WHEREAS** the City supports and encourages local green energy production, and

**WHEREAS** KDO will operate and maintain the solar farm

**WHEREAS** council passed resolution # \_\_\_\_\_ at their meeting on \_\_\_\_\_, approving this lease, now

Therefore, the parties to this Agreement agree to the terms and conditions set out hereunder.

#### **1.00 TERM OF THE AGREEMENT**

1.01 The term of this Agreement shall be for a term of 25 years, commencing on **November 1, 2021** and expires **December 31, 2045**

1.03 This agreement may be terminated by either party giving the other party written notice at least two months in advance of the date of termination.

1.04 Providing that the Association shall not be in default hereunder, the Association shall have the right to renew this agreement for a further term of ten (10) years, on all the terms and conditions herein, excluding the right of renewal. Any right of renewal shall be exercised by notice in writing to the City at least six (6) months prior to the expiry of the term.

- 1.05 This Agreement allows KDO to install and operate a Solar Farm and the premises listed in 2.00

## **2.00 PREMISES**

- 2.01 The City agrees to lease to the KDO the portion of lot 1029 on Dome Road that will serve as a solar farm. The portion of land under lease will be enclosed and demarcated with fencing.

## **3.00 REMUNERATION**

- 2.02 Upon signing of this agreement, KDO agrees to pay the City rent as outlined in Appendix 'A' for the term of this agreement.

## **4.00 KDO OBLIGATIONS**

- 4.01 KDO, at the cost and expense of KDO, shall, at all times, maintain the said land in a neat and tidy condition
- 4.02 KDO accepts the said land in an "as is" condition and may, with prior written consent of the City, which consent will not be unreasonably withheld, make improvements to the said land to make it suitable for KDO's purposes. Any such improvements made by KDO at any time during the term of this agreement shall be at the risk, cost and expense of KDO.
- 4.03 KDO shall maintain at all times during the term of this agreement and provide annually to the City, public liability and property damage insurance of at least two million dollars (\$2,000,000.00) against claims for personal injury, death or damage to property arising out of the operation of the KDO under this agreement, or of any of the acts or omissions of the KDO or any of its agents, employees or servants.

## **5.00 CITY OBLIGATIONS**

- 5.02 The City shall maintain the area commonly referred to as the "The old Landfill" by;  
a. Ploughing snow as required for access

## **6.00 LIABILITY**

- 6.01 KDO shall not have any claim or demand against the City or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said land or to any person or property, including any structures, erections, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things on or about the said land unless such damage or injury is due to the negligence of any officer, servant or agent of the City while acting within the scope of his duties or employment.
- 6.02 KDO at all times shall indemnify and save harmless the City or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the City while acting within the scope of his duties or employment.

## **7.00 CONDITIONS ON EXPIRY OF AGREEMENT**

- 7.01 Any structures including repairs, alterations, or improvements made to them remaining on the said lands at the expiry of this agreement (except and subject as this agreement may otherwise specifically provide for) shall be vested in title in the City without any payment of compensation to KDO by the City. Nevertheless, the City shall have the option of requiring or compelling KDO upon written notice to remove such structures, and KDO shall be so bound to remove said structures and to restore the said land and premises to a neat and tidy condition, all at the cost of KDO and without any right on the part of KDO to seek compensation from the City for any reason whatsoever.

## **8.00 ASSIGNMENT OF AGREEMENT**

- 8.01 KDO shall not make any assignment of this Agreement, nor transfer or sublease of the whole or any portion of the said land demised or leased hereunder, without obtaining the prior consent in writing of the City to such assignment, transfer or sub-lease, which consent will not be unreasonably withheld.

## **9.00 INDEPENDENT CONTRACTOR**

- 9.01 It is acknowledged by the parties hereto that KDO will act as an independent contractor, and not as an employee of the City. KDO and the City acknowledge and agree that this agreement does not create a partnership of joint venture between them.

## **10.00 GENERAL PROVISIONS**

- 10.01 Time shall be of the essence of this agreement and of every part hereto and no extension or variation of the agreement shall operate as a waiver of this provision.
- 10.02 This agreement shall ensure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and authorized assigns.
- 10.03 This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties hereto within the duration of this Agreement.
- 10.04 KDO shall abide by all applicable lawful rules, regulations and bylaws of the Federal and Territorial governments and of the City affecting or pertaining to its operations within the City.

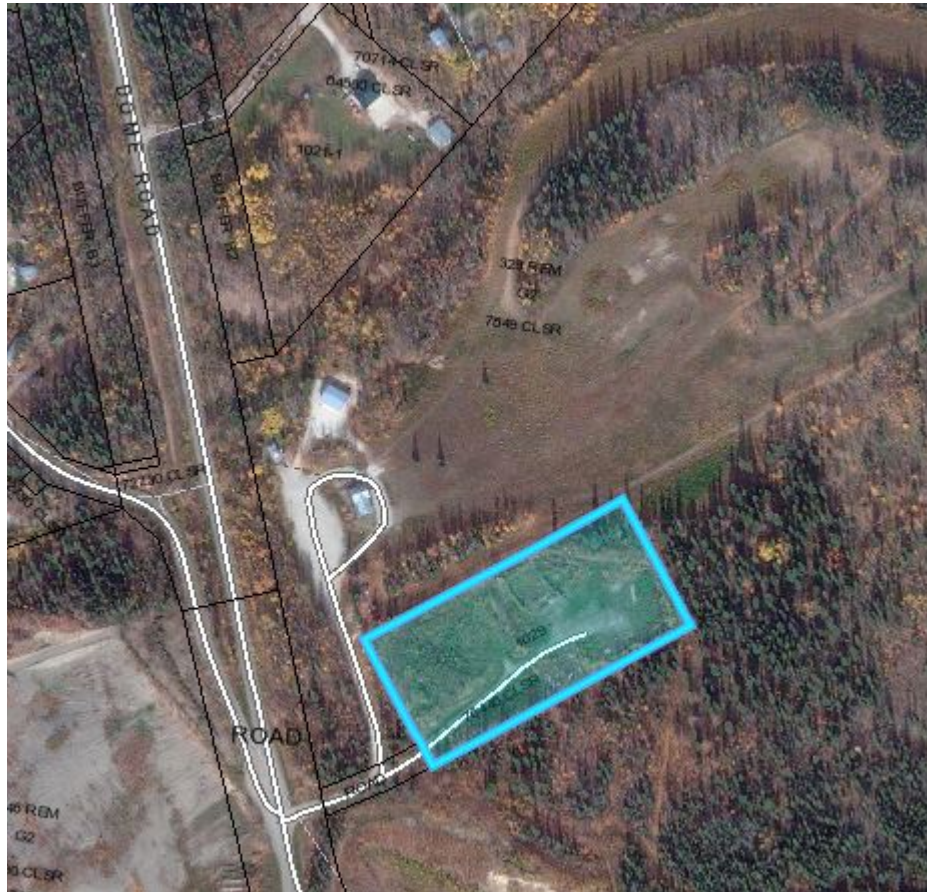
## SCHEDULE "A"

Base Lease rate \$1000/year, due upon signing and at each anniversary of this lease plus;

Variable annual increase of:

	<b>\$1000</b>	
2022	3.50%	\$1,035.00
2023	3.50%	\$1,071.23
2024	3.50%	\$1,108.72
2025	3.50%	\$1,147.52
2026	3.50%	\$1,187.69
2027	3.50%	\$1,229.26
2028	3.50%	\$1,272.28
2029	3.50%	\$1,316.81
2030	3.50%	\$1,362.90
2031	3.50%	\$1,410.60
2032	5.00%	\$1,481.13
2033	5.00%	\$1,555.19
2034	5.00%	\$1,632.94
2035	5.00%	\$1,714.59
2036	5.00%	\$1,800.32
2037	5.00%	\$1,890.34
2038	5.00%	\$1,984.85
2039	5.00%	\$2,084.10
2040	5.00%	\$2,188.30
2041	5.00%	\$2,297.72
2042	5.00%	\$2,412.60
2043	5.00%	\$2,533.23
2044	5.00%	\$2,659.89
2045	5.00%	\$2,792.89
2046	5.00%	\$2,932.53

## SCHEDULE "B"





In Witness whereof the parties have executed this agreement by their respective proper signatures as of the day and year written below:

**FOR KLONDIKE DEVELOPMENT ORGANIZATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness name (printed clearly)

\_\_\_\_\_  
Officer Name (printed clearly)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Officer Signature

**FOR THE CITY OF DAWSON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness name (printed clearly)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Cory Bellmore, CAO