

# THE CITY OF DAWSON



## COMMITTEE OF THE WHOLE MEETING #CW20-10

**DATE:** TUESDAY, MAY 5, 2020

**TIME:** 7:00 PM

**LOCATION:** In response to COVID-19 the public gallery in Council Chambers is closed to the public & meetings will not be broadcast on cable channel #12 until further notice.

**Watch Meeting:** online via Zoom @

<https://us02web.zoom.us/j/86246441076?pwd=aTRtWTVnV3d6NGE4Wk9kczFJd3Fodz09>

Meeting ID: 862 4644 1076 Password: 630887

**Listen to Meeting:** Radio CFYT 106.9 FM or cable channel #11

### 1. CALL TO ORDER

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

- a) Committee of Whole Agenda CW20-10

### 3. DELEGATIONS AND GUESTS

### 4. MINUTES

- a) Committee of Whole Meeting Minutes #CW20-04 of March 4, 2020
- b) Committee of Whole Meeting Minutes #CW20-05 of March 11, 2020
- c) Committee of Whole Meeting Minutes #CW20-06 of March 18, 2020
- d) Committee of Whole Meeting Minutes #CW20-07 of April 1, 2020
- e) Committee of Whole Meeting Minutes #CW20-08 of April 8, 2020

### 5. BUSINESS ARISING FROM MINUTES

- a) Committee of Whole Meeting Minutes #CW20-04 of March 4, 2020
- b) Committee of Whole Meeting Minutes #CW20-05 of March 11, 2020
- c) Committee of Whole Meeting Minutes #CW20-06 of March 18, 2020
- d) Committee of Whole Meeting Minutes #CW20-07 of April 1, 2020
- e) Committee of Whole Meeting Minutes #CW20-08 of April 8, 2020

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

- a) Request for Direction RE: 2020-2021 Policing Priorities for Dawson City RCMP Detachment
- b) Request for Decision RE: Conservation Klondike Society Funding
- c) Request for Decision RE: Klondike Development Organization Funding

### 7. CORRESPONDENCE

- a) Klondike Active Transport & Trails Society RE: Maintenance of Klondike Bench Trails

### 8. PUBLIC QUESTIONS

### 9. IN CAMERA SESSION

- a) Land and Legal Related Matter

### 10. ADJOURNMENT

**MINUTES OF COMMITTEE OF WHOLE MEETING CW20-04** of the council of the City of Dawson called for 7:00 PM on Wednesday, March 04, 2020 in the City of Dawson Council Chambers.

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

**ABSENT:** Councillor Natasha Ayoub

**ALSO PRESENT:** CAO Cory Bellmore  
A/EA Amanda King  
CDO Clarissa Huffman  
PW Manager Mark Dauphinee

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**Agenda Item:** Call to Order

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The Chair, Wayne Potoroka called the meeting to order at 7:00 p.m.

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**Agenda Item:** Agenda

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**CW20-04-01** Moved by Mayor Potoroka, seconded by Councillor Johnson that the agenda for committee of the whole meeting #CW20-04 be accepted as presented. Carried 4-0

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**Agenda Item:** Public Hearing

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a) Subdivision Application RE: Lot 28, Dredge Pond Subdivision

The Chair called for submissions.

The Chair called for submissions a second time.

The Chair called for submissions a third and final time, and hearing none declared the Public Hearing closed.

b) Zoning Bylaw Amendment & Subdivision Application RE: Lots 4 & S1/2 5, Block J, Ladue Estate

The Chair called for submissions.

The Chair called for submissions a second time.

The Chair called for submissions a third and final time, and hearing none declared the Public Hearing closed.

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**Agenda Item:** Minutes

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a) Committee of Whole Meeting Minutes #CW20-03 of February 5, 2020

The committee requested the minutes be corrected to reflect CW20-03-07 was seconded by Councillor Johnson.

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- CW20-04-02** Moved by Mayor Potoroka, seconded by Councillor Kendrick that the minutes of committee of the whole meeting #CW20-03 of February 5, 2020 be accepted as amended.  
Carried 4-0

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

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- a) Request for Direction RE: Quigley Landfill Electrification

- CW20-04-03** Moved by Councillor Johnson, Seconded by Mayor Potoroka that committee of the whole forwards the Request for Direction RE: Quigley Electrification to council with a recommendation to approve Option 4.  
Carried 3-1

- b) Request for Direction RE: Subdivision Application & Zoning Bylaw Amendment Application – 0.76 +/- ha between Lot 19 & 20, Guggieville Industrial Subdivision, 99759 CLSR Spot Land Application

*Councillor Kendrick departed the meeting.*

- CW20-04-04** Moved by Councillor Johnson, Seconded by Councillor Kendrick that committee of the whole forwards the Request for Direction RE: Zoning Bylaw Amendment 19-073 & Subdivision Application #19-081: Vacant Land Between Lots 19 – 20, Guggieville Industrial Subdivision to council with a recommendation to:
1. Forward to first reading a Zoning Bylaw amendment that amends the ZBL map as shown in Figure 4 of the RFD, subject to the following conditions:
    - 1.1. Third and final reading of the Zoning Bylaw amendment cannot occur until administration receives a copy of conditional approval to purchase from Yukon Government Lands Branch. (*complete*)
    - 1.2. Third and final reading of the Zoning Bylaw amendment cannot occur until the receipt of a development permit application assessed as complete by the CDO.
    - 1.3. Third and final reading of the Zoning Bylaw amendment cannot occur until a bylaw is passed closing (at minimum) the portion of Old Bonanza Road which overlaps with the subject property.
  2. Select Option **2** and forward to first reading a Road Closure Bylaw to close the portion of Old Bonanza Road located within the municipal boundary, subject to the following condition:
    - 2.1. Third and final reading cannot occur until a public hearing is held to hear public input on the closure.
  3. Grant subdivision authority to create 'Parcel A' as shown in Figure 2, subject to the conditions 3.1 to 3.7 as specified in the RFD.
- Carried 2-1

- c) Information Report RE: Subdivision Control Bylaw and Spot Land Enlargement Policy

- CW20-04-05** Moved by Mayor Potoroka, seconded by Councillor Shore that committee of whole accepts the DRAFT Subdivision Control Bylaw and Spot Land and Lot Enlargement Policy for information and provides comments and feedback.  
Carried 3-0

- d) Information Report RE: Association of Yukon Communities: Resolutions for Annual AGM

**CW20-04-06** Moved by Mayor Potoroka, seconded by Councillor Johnson that committee of whole acknowledges receipt of the Association of Yukon Communities: resolutions for annual AGM.  
Carried 3-0

*Councillor Kendrick rejoined the meeting.  
Councillor Shore departed the meeting at 8:25pm*

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**Agenda Item:** Adjournment

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**CW20-04-07** Moved by Councillor Johnson, seconded by Mayor Potoroka that committee of the whole meeting CW20-04 be adjourned at 8:44 p.m. with the next regular meeting of committee of the whole being March 18, 2020. Carried 3-0

**THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-04 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-04-\_\_ AT COMMITTEE OF WHOLE MEETING CW20-0\_ OF APRIL \_\_, 2020.**

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Wayne Potoroka, Chair

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Cory Bellmore, CAO

**MINUTES OF COMMITTEE OF WHOLE MEETING CW20-05** of the council of the City of Dawson called for 6:00 PM on Wednesday, March 11, 2020 in the City of Dawson Council Chambers.

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**PRESENT:** Mayor Wayne Potoroka  
Councillor Stephen Johnson  
Councillor Molly Shore  
Councillor Natasha Ayoub

**ABSENT:** Councillor Bill Kendrick

**ALSO PRESENT:** CAO Cory Bellmore  
Rec Manager Marta Selassie  
PW Superintendent Mark Dauphinee

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**Agenda Item:** Call to Order

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The Chair, Wayne Potoroka called the meeting to order at 6:00 p.m.

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**Agenda Item:** Agenda

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**CW20-05-01** Moved by Mayor Potoroka, seconded by Councillor Johnson that the agenda for committee of the whole meeting #CW20-05 be accepted as presented. Carried 4-0

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**Agenda Item:** Delegations and Guests

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a) Jane Keopke – Recreation Master Plan

High level summary of the Draft Recreation Master Plan presented by Jane Keopke  
Good public engagement through out the process  
4 plllars of the plan with 14 individual goals imbedding within the pillars include; Governance, Facilities & Amenities, Programming and Partnerships & Community Development  
One final round of engagement with the public is planned to discuss the findings and planned implementation plan through action items.

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**Agenda Item:** Financial and Budget Reports

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a) Departmental 2020 O & M Budget presentation – Public Works

The committee reviewed and discussed the proposed budget with Administration.

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**Agenda Item:** Adjournment

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**CW20-05-02** Moved by Mayor Potoroka, seconded by Councillor Kendrick that committee of the whole meeting CW20-05 be adjourned at 8:54 p.m. with the next regular meeting of committee of the whole being April 18, 2020. Carried 4-0

**THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-05 WERE APPROVED BY  
COMMITTEE OF WHOLE RESOLUTION #CW20-\_\_-\_\_ AT COMMITTEE OF WHOLE MEETING  
CW20-\_\_ OF \_\_\_\_\_.**

\_\_\_\_\_  
Wayne Potoroka, Chair

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

**MINUTES OF COMMITTEE OF WHOLE MEETING CW20-06** of the council of the City of Dawson called for 7:00 PM on Wednesday, March 18, 2020 in the City of Dawson Council Chambers.

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**PRESENT:** Mayor Wayne Potoroka  
Electronic Participation Councillor Natasha Ayoub  
Councillor Stephen Johnson  
Councillor Molly Shore  
Councillor Bill Kendrick

**ABSENT:**

**ALSO PRESENT:** CAO Cory Bellmore  
Rec Manager Marta Selassie

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**Agenda Item:** Call to Order

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The Chair, Wayne Potoroka called the meeting to order at 7:00 p.m.

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**Agenda Item:** Agenda

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**CW20-06-01** Moved by Mayor Potoroka, seconded by Councillor Johnson that the agenda for committee of the whole meeting #CW20-06 be accepted as presented. Carried 5-0

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**Agenda Item:** Financial and Budget Reports

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a) Departmental 2020 O & M Budget presentation

**CW20-06-02** Moved by Mayor Potoroka, seconded by Councillor Shore that committee of the whole move into a closed session for the purposes of discussing land and legal related matters as authorized by section 213 (3) of the Municipal Act. Carried 5-0

**CW20-06-03** Moved by Mayor Potoroka, seconded by Councillor Kendrick that committee of the whole reverts to an open session of committee of the whole and proceeds with the agenda. Carried 5-0

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**Agenda Item:** Adjournment

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**CW20-06-04** Moved by Mayor Potoroka, seconded by Councillor Shore that committee of the whole meeting CW20-06 be adjourned at 9:41 p.m. with the next regular meeting of committee of the whole being April 8, 2020. Carried 5-0

**THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-06 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-\_\_-\_\_ AT COMMITTEE OF WHOLE MEETING CW20-\_\_ OF \_\_\_\_\_.**

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Wayne Potoroka, Chair

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Cory Bellmore, CAO

**MINUTES OF COMMITTEE OF WHOLE MEETING CW20-07** of the council of the City of Dawson called for 7:00 PM on Wednesday, April 1, 2020 in the City of Dawson Council Chambers & Via Zoom

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**PRESENT:** Mayor Wayne Potoroka  
Electronic Participation Councillor Natasha Ayoub  
Councillor Stephen Johnson  
Councillor Molly Shore  
Councillor Bill Kendrick

**ABSENT:**

**ALSO PRESENT:** CAO Cory Bellmore  
Rec Manager Marta Selassie  
Protective Services/FC Mike Masserey

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**Agenda Item:** Call to Order

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The Chair, Wayne Potoroka called the meeting to order at 7:00 p.m.

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**Agenda Item:** Agenda

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**CW20-07-01** Moved by Mayor Potoroka, seconded by Councillor Johnson that the agenda for committee of the whole meeting #CW20-07 be accepted as presented. Carried 5-0

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

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- 1) Departmental Operation and Maintenance Budget
  - a) Change Carbon Rebate Reserve to Green Initiatives Fund
  - b) Does W&S senior discount include water delivery?
  - c) How many (L) of fuel was purchased in 2019 (Fuel Oil & Vehicle)
  - d) Revise PW sub-accounts to accurately reflect expenses in sub-accounts
- 2) 2020-2023 Capital Plan
  - a) What is the current status of gas tax account?
  - b) Recreation Equipment; change Misc. Equip to Branded Rowing Machine
  - c) When Zamboni replacement is required, consider electric.

**CW20-07-02** Moved by Mayor Potoroka, seconded by Councillor Shore that committee of the whole extend the meeting no longer than on hour. Carried 5-0

- 3) 2020 Fees & Charges
  - a) What is the annual revenue for Business Licenses?
  - b) Move Single Use plastics fees to alphabetical
  - c) What would the affect be to the budget if all fees were kept at 2018 levels
  - d) Continue to recognize the difference between municipal and non-municipal for waste charges

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**Agenda Item:** Adjournment

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**CW20-07-03** Moved by Councillor Johnson, seconded by Councillor Shore that committee of the whole meeting CW20-07 be adjourned at 10:33 p.m. with the next regular meeting of committee of the whole being April 8, 2020. Carried 5-0

**THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-08 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-\_\_-\_\_ AT COMMITTEE OF WHOLE MEETING CW20-\_\_ OF \_\_\_\_\_.**

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Wayne Potoroka, Chair

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

**MINUTES OF COMMITTEE OF WHOLE MEETING CW20-08** of the council of the City of Dawson called for 7:00 PM on Wednesday, April 8, 2020 in the City of Dawson Council Chambers & Via Zoom Meeting ID 704 700 169.

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**PRESENT:** Mayor Wayne Potoroka  
Electronic Participation Councillor Natasha Ayoub  
Councillor Stephen Johnson  
Councillor Molly Shore  
Councillor Bill Kendrick

**ABSENT:**

**ALSO PRESENT:** CAO Cory Bellmore  
A/CDO Elizabeth Grenon

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**Agenda Item:** Call to Order

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The Chair, Wayne Potoroka called the meeting to order at 7:17 p.m.

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**Agenda Item:** Agenda

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**CW20-08-01** Moved by Mayor Potoroka, seconded by Councillor Ayoub that the agenda for committee of the whole meeting #CW20-08 be accepted as presented. Carried 5-0

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**Agenda Item:** Bylaws and Policies

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**CW20-08-02** Moved by Mayor Potoroka, Seconded by Councillor Johnson that committee of the whole forwards Zoning Amendment No. 10 Bylaw to Council with a recommendation to:  
1. Choose Option 2 and give first and give first reading to bylaw #2020-11  
2. Direct administration to return the application fee as per ZBLs 17.1.6  
Carried 5-0

**CW19-08-03** Moved by Mayor Potoroka, seconded by Councillor Ayoub That committee of the whole forwards the *2020 Tax Levy Bylaw #2020-04*, as presented, to council with a recommendation to proceed with second reading. Carried 5-0

**CW19-08-04** Moved by Mayor Potoroka, seconded by Councillor Kendrick That committee of the whole forwards the *Fees and Charges 2020 Amendment Bylaw #2020-05*, as amended, to council with a recommendation to proceed with second reading  
1. Delete the first set of Single Use Plastics fees section (listed twice)  
Carried 5-0

**CW19-08-05** Moved by Mayor Potoroka, seconded by Councillor Shore That committee of the whole forwards the *2020 Annual Operating Budget and the 2020-2023 Capital Expenditure Program Bylaw #2020-06*, as amended, to council with a recommendation to proceed with second reading.

1. Replacement Cost for Capital item – Waterfront Interpretive Panels should match budget, Carried 5-0
2. Rec Equipment Replacement Misc. Equipment should read only Rowing Machine Carried 5-0

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**Agenda Item:** Adjournment

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**CW20-08-06** Moved by Councillor Johnson, seconded by Mayor Potoroka that committee of the whole meeting CW20-08 be adjourned at 8:01 p.m. with the next regular meeting of committee of the whole being May 5, 2020. Carried 5-0

**THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-08 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-\_\_-\_\_ AT COMMITTEE OF WHOLE MEETING CW20-\_\_ OF \_\_\_\_\_.**

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Wayne Potoroka, Chair

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Cory Bellmore, CAO

# Report to Council



For Council Decision     For Council Direction     For Council Information

<b>AGENDA ITEM:</b>	Policing Priorities for 2020/21	
<b>PREPARED BY:</b>	Cory Bellmore, CAO	<b>ATTACHMENTS:</b> ▪
<b>DATE:</b>	April 20, 2020	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>	▪	

## RECOMMENDATION

It is respectfully requested that committee of the whole forward OPTION # \_\_\_\_ to council as a recommendation for the 2020/21 community policing priorities.

## BACKGROUND

Each year the local detachment reaches out to ask council what areas or activities council would like the local detachment to concentrate their efforts on for the coming year with regards to policing in the community. The detachment uses this information to develop an annual performance plan which assists them in addressing the policing priorities identified by the community.

Cpl. Dustin Grant, Dawson City RCMP has contacted the City to seek input from council regarding the policing priorities for 2020/21. Last year the four areas of focus were substance abuse (drugs & alcohol), police / community relations, road safety, and positive interaction with youth. The issues that you would like them to focus on this year can remain the same or be changed in any way to address issues identified by council. The plan will take into account issues that you identify, issues identified by other stakeholders in the community, Territorial policing priorities, and National policing priorities. A plan will then be developed uniquely for Dawson City to meet the needs / concerns of all who choose to give input. This forms the basis of developing the Detachment Annual Performance Plan for the 2020/2021 year.

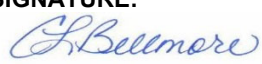
As you consider priority issues for them to address as a detachment, please be mindful of COVID-19 and the challenges that come along, including social distancing. As policing typically involves significant social interaction, there will need to be adaptations to ensure police and public safety. These adaptations are being adjusted nearly daily as information changes, which can also pose a challenge for planning a year in advance.

## OPTIONS

Options:

1. Same priorities as last year
2. Same priorities as last year, with amendments as specified by council
3. New policing priorities, as specified by council

## APPROVAL

<b>NAME:</b>	Cory Bellmore, CAO	<b>SIGNATURE:</b> 
<b>DATE:</b>		

# Report to Council



For Council Decision     For Council Direction     For Council Information

In Camera

<b>AGENDA ITEM:</b>	Conservation Klondike Society Multi-Year Funding Agreement	
<b>PREPARED BY:</b>		<b>ATTACHMENTS:</b> <ul style="list-style-type: none"> <li>▪ DRAFT Funding Agreement Between Conservation Klondike Society and City of Dawson</li> </ul>
<b>DATE:</b>	April 30, 2020	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b> <ul style="list-style-type: none"> <li>▪ 2020 Annual Operating Budget and the Capital Expenditure Program Bylaw</li> </ul>		

## RECOMMENDATION

THAT Council directs Administration to enter into a multi-year funding agreement to provide Conservation Klondike Society with diversion credits up to an annual maximum amount of \$100,000 per year for the 2020 fiscal year and the 2021 fiscal year.

## ISSUE / PURPOSE

Conservation Klondike Society (CKS) requires financial support in order to recoup its costs associated with the handling of recyclables for which there is no handling fee or other compensation provided by Government of Yukon.

## BACKGROUND SUMMARY

The Official Community Plan provides guidance to consider methods and approaches to delay the need for the opening of a new landfill such as supporting further recycling and waste diversion programs.

The first objective of the city's Waste Management Plan is to maximize diversion. The CKS provides a valuable waste diversion service to the City and the residents of Dawson City, and through their work encourages solid waste diversion and recycling services in our community.

CKS requires financial support in order to recoup its costs associated with the handling of recyclables for which there is no handling fee or other compensation provided by Government of Yukon.

Historically the City has been providing financial assistance to CKS. A review of the City's historical agreements included:

- In 2000 the City entered into a Waste Management Service Agreement with CKS
- In 2007 the City entered into a Sustainable Landfill Initiative Operations Agreement
- In 2015 the City entered into a funding agreement with CKS for the provision of diversion credits in an amount of \$125 per full large fibre bag up to an annual maximum of \$40,000.
- In 2019 the annual maximum amount for diversion credits was increased to \$100,000 and the rate per bag stayed unchanged.

The more waste diverted from the City's landfill results in a longer lifespan of the landfill and decreased landfill operating and maintenance costs. However, the more waste diverted from the landfill means an increase in handling of recyclables for CKS resulting in increased costs for CKS.

**ANALYSIS / DISCUSSION**

The draft funding agreement presented includes a few amendments from previous diversion credit funding agreements with CKS which include:

- a. Multi-year agreement for a two year term. Previous agreements were for a one year term.
- b. The financial statements CKS is required to provide need to have undergone a Review and Engagement by a professional accounting firm. This is a standard that has been required by other associations receiving sizable funding from the City. Previous agreements did not include this requirement.

An amount of \$100,000 for diversion credits was budgeted for in the *2020 Annual Operating Budget and the Capital Expenditure Program Bylaw*. Section B(1)(b) of Appendix A of the draft funding agreement includes the following:

*Amounts contained in the following table, section B(1)(c) are provisional, and may be altered, adjusted or deleted at the sole discretion of the City. The obligation of the City to provide the diversion credit amounts is subject to the funds being allocated for this Agreement within the final annual budget of the City.*

**Options:**

- Option 1: THAT Council directs Administration to enter into a multi-year funding agreement, as presented, to provide Conservation Klondike Society with diversion credits up to an annual maximum amount of \$100,000 per year for the 2020 fiscal year and the 2021 fiscal year.
- Option 2: THAT Council make amendments to the funding agreement prior to approving. Potential amendments include:
  - change annual maximum amount from \$100,000 to \$ **XXX**
  - change the term of the agreement
- Option 3: That Council not approve entering into a funding agreement with CKS.

APPROVAL	
<b>NAME:</b> Cory Bellmore, CAO	<b>SIGNATURE:</b>
<b>DATE:</b>	



**FUNDING AGREEMENT  
(Transfer Payment)**

**AN AGREEMENT BETWEEN:**

Recipient's full legal name, complete address and phone number  
Conservation Klondike Society  
Box 365  
Dawson City, YT, Y0B 1G0  
  
hereinafter referred to as '**Recipient**'

City of Dawson address, department and contact  
City of Dawson  
Dept: Administration  
Box 308  
Dawson City, YT, Y0B 1G0  
Attention: Cory Bellmore, CAO  
  
hereinafter referred to as the '**City**'

being collectively the parties (the '**Parties**') to this Transfer Payment Agreement.

**WHEREAS** the **Recipient** provides a valuable service to the **City** and its residents through its work to encourage solid waste diversion and recycling services in Dawson City; and

**WHEREAS** the **City** seeks to assist the Recipient in providing sustainable recycling services in Dawson City; and

**WHEREAS** the **City** has funds available to assist the **Recipient**, and wishes to provide the **Recipient** with financial assistance to support the Funding Purpose of:

To provide funding up to a maximum of \$ **200,000** to the **Recipient** to assist Conservation Klondike Society (CKS) with recouping its costs associated with the handling of recyclables for which there is no handling fee or other compensation provided by Government of Yukon.

**NOW THEREFORE** the Parties agree as follows:

This agreement to commence **January 1, 2020** and terminate on **December 31, 2021**.  
  
The maximum amount payable by the **City** under this agreement shall not exceed \$ **200,000**

**NOTICES TO RECIPIENT**

1. This agreement is subject to the Standard Terms and Conditions on Page 2 of this agreement, and to the terms set out in any Appendices or Attachments that may be appended to this Agreement.
2. The maximum dollar amount stated above will prevail over any dollar amounts noted in other Appendices or Attachments.
3. The **Recipient's** performance under this Agreement may be used by the **City** in evaluating future requests for funding.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their duly authorized representatives.

**Recipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness)

**The City:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Position

\_\_\_\_\_  
Date

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## STANDARD TERMS AND CONDITIONS

The **Parties** to this agreement covenant and agree as follows:

1. The **City** shall provide the **Recipient** with financial assistance (the 'Funds' or 'Funding') as set out in the attached Appendices in an amount not to exceed the maximum as noted on Page 1 of this Agreement for the Funding Purpose identified on Page 1 and more specifically described in Appendix A.
2. The **Recipient** shall use the Funds to carry out the Funding Purpose in a manner acceptable to the **City**, and in respect of the Funds, the **Recipient**:
  - 2.1. shall follow the budget outlined in Appendix A and shall use the Funding solely for the Funding Purpose;
  - 2.2. shall return any Funds not required for the Funding Purpose to the **City**;
  - 2.3. shall maintain proper and accurate accounts and records and the original cancelled cheques and invoices relating to the use of the Funds and the expenses incurred by it for the Funding Purpose, which accounts and records shall be subject to audit by an officer or agent of the **City** at any time up to and including one year from the date of termination of this Agreement;
  - 2.4. shall permit an officer or agent of the **City** to inspect the **Recipient's** performance under this Agreement and/or its use of the Funding at any reasonable time up to and including one year from the date of termination of this Agreement, which inspection may occur at the premises of the **Recipient**;
  - 2.5. shall advise the **City**, if for any reason, the **Recipient** is unable to meet its commitments under this Agreement, as set out in Appendix A and as approved by the **City**;
  - 2.6. warrants that it has declared all amounts owing by it to the **City** and that it is not in default of any payment schedule in respect of any amounts owing by it to the **City**;
  - 2.7. agrees that any monies due to the **Recipient** under this Agreement may be withheld by the **City** and applied against any amounts owing to the **City** by the **Recipient**; and
  - 2.8. shall publicly acknowledge the assistance of the **City** under this Agreement whenever possible and shall allow the **City** to make public announcements relating to the Funding.
3. The **Recipient** shall report to the **City** as required by this Agreement.
4. Legal Relationship: The **Recipient** agrees that it is not, and will not hold itself out to be, an agent of the **City**, and that the **Recipient** will indemnify the **City** against any liability, claim or loss that may arise as a result of what the **Recipient** does in performing the **Recipient's** obligations under this Agreement.
5. Conflict of Interest: The **Recipient** agrees that no current or former public office holder or public servant who is, or who may be perceived to be, in a conflict of interest situation relating to the Funding shall derive any direct benefit from this Agreement, unless any such benefit is available to the public at large. Furthermore, the **Recipient** will provide written statements from any **City** employee, any elected official, or otherwise involved with the **Recipient** that any such person has considered and appropriately addressed any perceived or real conflict(s) of interest.
6. Termination:
  - 6.1. Either Party may terminate this Agreement without cause by giving the other Party 30 days written notice of its intention to do so.
  - 6.2. If this agreement is terminated under section 6.1, the **Recipient** shall within 60 days of the termination, provide the **City** with a full accounting of all outstanding claims, and the **City** shall make payment within 30 days of receiving the final claim.
  - 6.3. Failure by the **Recipient** to comply with the provisions of this Agreement entitles the **City** to demand the return from the **Recipient** of some or all of the Funding, and the **Recipient** agrees that it will repay any amount so demanded by the **City** within 30 calendar days of receiving any such demand in writing.
7. Written Communication: All notices and communications in connection with this Agreement shall be sent to the addresses on page 1 of this Agreement.
8. NOTICE: By signing this Agreement, you understand and agree that it is not an unreasonable invasion of your personal privacy for the **City** to disclose any personal information about you that the **City** collected in the process of administering this Agreement, or that may be set out in this Agreement, and you further understand and agree that the **City** may disclose such personal information about you to third parties. You further understand and agree that no business information collected by the **City** in the process of administering this Agreement, or that may be set out in this Agreement, is confidential, and you further understand and agree that the **City** may disclose any such business information to third parties.



# APPENDIX A

## A. FUNDING PURPOSE

### 1. Deliverables and Work Plan

The **City** shall provide Funding to the **Recipient** to assist Conservation Klondike Society (CKS) with recouping its costs associated with the handling of recyclables for which there is no handling fee or other compensation provided by Government of Yukon.

- a. The **Recipient** agrees to:
  - i. continue the work of diverting recyclables for the benefit of the residents of Dawson City; and
  - ii. acknowledge the **City** for its assistance at CKS facilities and in all materials issued to promote diversion of recyclables handled under this Agreement.
- b. Any revisions to this Agreement must be approved by the **City** and then processed in the form of an amendment to this document.

### 2. Reporting

- a. The **Recipient** shall:
  - i. maintain financial records relating to the business activities of CKS in its customary manner and in accordance with generally accepted accounting principles, and provide the **City** annual financial statements that have undergone a Review and Engagement by a professional accounting firm; and
  - ii. provide a full accounting of all Funds issued under this Agreement; and
  - iii. provide an annual statistical report of all recyclables handled under this agreement; and
  - iv. provide an annual report to the **City**, by way of presentation to Council at a regularly scheduled meeting towards the beginning of each year, detailing the total amounts of all recyclables diverted for the previous year.

## B. TERMS OF PAYMENT

### 1. Funds

- a. Limits: The **City** shall provide the **Recipient** with Funds for the Funding Purpose in an amount up to an annual maximum amount not to exceed \$100,000.
- b. Amounts contained in the following table, section B(1)(c) are provisional, and may be altered, adjusted or deleted at the sole discretion of the **City**. The obligation of the **City** to provide the diversion credit amounts is subject to the funds being allocated for this Agreement within the final annual budget of the **City**.
- c. Table: The **City** shall pay to the **Recipient** the Funds upon presentation of a quarterly invoice for all diversion credits claimed that are supported by documentation from Government of Yukon recycling freight contractor that identifies the total number of applicable bags transported

Deliverable(s) (includes: Milestones and/or other Triggering Events)	Proposed Payment Allocation
<b>1. 2020 Diversion Credits:</b> January 1 <sup>st</sup> to March 31 <sup>st</sup> , 2020 – quarterly invoice April 1 <sup>st</sup> to June 30 <sup>th</sup> , 2020 – quarterly invoice July 1 <sup>st</sup> to September 30 <sup>th</sup> , 2020 – quarterly invoice October 1 <sup>st</sup> to December 31, 2020 – quarterly invoice	\$125.00 per full large fibre bag up to an annual, January 1 to December 31, 2020, maximum amount of \$100,000
<b>2. 2021 Diversion Credits:</b> January 1 <sup>st</sup> to March 31 <sup>st</sup> , 2021 – quarterly invoice April 1 <sup>st</sup> to June 30 <sup>th</sup> , 2021 – quarterly invoice July 1 <sup>st</sup> to September 30 <sup>th</sup> , 2021 – quarterly invoice October 1 <sup>st</sup> to December 31, 2021 – quarterly invoice	\$125.00 per full large fibre bag up to an annual, January 1 to December 31, 2021, maximum amount of \$100,000
<b>Maximum Total Payable (as per this Agreement)</b>	<b>\$200,000</b>
<b>Payment will only be made if the required deliverables have been received and deemed appropriate and acceptable by the City</b>	

- 
- d. In the event that the total sum of diversion credits claimed by the **Recipient** under this Agreement are under the annual maximum amount for any given year, the **City** may, at its sole discretion, invite the **Recipient** to prepare a plan to utilize the unspent allocation for a program of community education to promote diversion and the use of CKS services by Dawson residents. The **City** retains the sole discretion to approve the use of unspent allocations to implement the plan.

DRAFT

# Report to Council



For Council Decision     For Council Direction     For Council Information

In Camera

<b>AGENDA ITEM:</b>	Klondike Development Organization Multi-Year Funding Agreement	
<b>PREPARED BY:</b>		<b>ATTACHMENTS:</b> <ul style="list-style-type: none"><li>▪ DRAFT Funding Agreement Between Klondike Development Organization and City of Dawson</li></ul>
<b>DATE:</b>	April 30, 2020	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b> <ul style="list-style-type: none"><li>▪ <i>2020 Annual Operating Budget and the Capital Expenditure Program Bylaw</i></li></ul>		

## RECOMMENDATION

THAT Council directs Administration to enter into a multi-year funding agreement, as presented, with Klondike Development Organization to assist with operating costs, and for the provision of community economic development projects in our community up to a maximum amount of \$35,000 for the 2020 fiscal year and \$35,000 the 2021 fiscal year.

## ISSUE / PURPOSE

To provide multi-year predictable funding to assist Klondike Development Organization (KDO) with operating costs, and for the provision of community economic development projects in our community. Klondike Development Organization (KDO) provides a valuable service to the citizens and residents of Dawson through its work to encourage community development activities in Dawson.

## BACKGROUND SUMMARY

The City of Dawson has in the past financially supported KDO annually as a non-profit organization working on economic and community development in the City of Dawson. The last agreement with KDO was for 2018 and 2019 fiscal years and expired December 31, 2019.

There are a number of City planned projects that KDO would be able to assist with including implementation of the Downtown Revitalization Plan.

## ANALYSIS / DISCUSSION

The *2020 Annual Operating Budget and the Capital Expenditure Program Bylaw* includes \$35,000 for KDO funding for community economic development and \$ 45,000 for implementation of the Downtown Revitalization Plan.

### Options:

- Option 1:    THAT Council directs Administration to enter into a multi-year funding agreement, as presented, with Klondike Development Organization to assist with operating costs, and for the provision of community economic development projects in our community up to a maximum amount of \$35,000 for the 2020 fiscal year and \$35,000 the 2021 fiscal year.

Option 2: THAT Council make amendments to the funding agreement prior to approving.

Potential amendments include:

- change annual maximum amount for 2020 from \$35,000 to \$ **XXX**
- change the term of the agreement

Option 3: That Council not approve entering into a funding agreement with CKS.

APPROVAL		
<b>NAME:</b>	Cory Bellmore, CAO	<b>SIGNATURE:</b>
<b>DATE:</b>		



## FUNDING AGREEMENT (Transfer Payment)

### AN AGREEMENT BETWEEN:

Recipient's full legal name, complete address and phone number  
Klondike Development Organization  
Box 1613  
Dawson City, YT, Y0B 1G0

hereinafter referred to as '**Recipient**'

City of Dawson address, department and contact  
City of Dawson  
Dept: Administration  
Box 308  
Dawson City, YT, Y0B 1G0  
Attention: Cory Bellmore, CAO

hereinafter referred to as the '**City**'

being collectively the parties (the '**Parties**') to this Transfer Payment Agreement.

**WHEREAS** the **Recipient** provides a valuable service to the citizens and residents of Dawson through its work to encourage community development activities in Dawson; and

**WHEREAS** the **City** has funds available to assist the **Recipient**, and wishes to provide the **Recipient** with financial assistance to support the Funding Purpose of:

To provide multi-year predictable funding up to a maximum of \$70,000 to the Recipient to assist Klondike Development Organization (KDO) with operating costs, and for the provision of community economic development projects in our community.

**NOW THEREFORE** the Parties agree as follows:

This agreement to commence May 1, 2020 and terminate on December 31, 2021

The maximum amount payable by the **City** under this agreement shall not exceed \$ 70,000

### NOTICES TO RECIPIENT

1. This agreement is subject to the Standard Terms and Conditions on Page 2 of this agreement, and to the terms set out in any Appendices or Attachments that may be appended to this Agreement.
2. The maximum dollar amount stated above will prevail over any dollar amounts noted in other Appendices or Attachments.
3. The **Recipient's** performance under this Agreement may be used by the **City** in evaluating future requests for funding.

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their duly authorized representatives.

### Recipient:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness)

### The City:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Position

\_\_\_\_\_  
Date

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## STANDARD TERMS AND CONDITIONS

The **Parties** to this agreement covenant and agree as follows:

1. The **City** shall provide the **Recipient** with financial assistance (the 'Funds' or 'Funding') as set out in the attached Appendices in an amount not to exceed the maximum as noted on Page 1 of this Agreement for the Funding Purpose identified on Page 1 and more specifically described in Appendix A.
2. The **Recipient** shall use the Funds to carry out the Funding Purpose in a manner acceptable to the **City**, and in respect of the Funds, the **Recipient**:
  - 2.1. shall follow the budget outlined in Appendix A and shall use the Funding solely for the Funding Purpose;
  - 2.2. shall return any Funds not required for the Funding Purpose to the **City**;
  - 2.3. shall maintain proper and accurate accounts and records and the original cancelled cheques and invoices relating to the use of the Funds and the expenses incurred by it for the Funding Purpose, which accounts and records shall be subject to audit by an officer or agent of the **City** at any time up to and including one year from the date of termination of this Agreement;
  - 2.4. shall permit an officer or agent of the **City** to inspect the **Recipient's** performance under this Agreement and/or its use of the Funding at any reasonable time up to and including one year from the date of termination of this Agreement, which inspection may occur at the premises of the **Recipient**;
  - 2.5. shall advise the **City**, if for any reason, the **Recipient** is unable to meet its commitments under this Agreement, as set out in Appendix A and as approved by the **City**;
  - 2.6. warrants that it has declared all amounts owing by it to the **City** and that it is not in default of any payment schedule in respect of any amounts owing by it to the **City**;
  - 2.7. agrees that any monies due to the **Recipient** under this Agreement may be withheld by the **City** and applied against any amounts owing to the **City** by the **Recipient**; and
  - 2.8. shall publicly acknowledge the assistance of the **City** under this Agreement whenever possible and shall allow the **City** to make public announcements relating to the Funding.
3. The **Recipient** shall report to the **City** as required by this Agreement.
4. Legal Relationship: The **Recipient** agrees that it is not, and will not hold itself out to be, an agent of the **City**, and that the **Recipient** will indemnify the **City** against any liability, claim or loss that may arise as a result of what the **Recipient** does in performing the **Recipient's** obligations under this Agreement.
5. Conflict of Interest: The **Recipient** agrees that no current or former public office holder or public servant who is, or who may be perceived to be, in a conflict of interest situation relating to the Funding shall derive any direct benefit from this Agreement, unless any such benefit is available to the public at large. Furthermore, the **Recipient** will provide written statements from any **City** employee, any elected official, or otherwise involved with the **Recipient** that any such person has considered and appropriately addressed any perceived or real conflict(s) of interest.
6. Termination:
  - 6.1. Either Party may terminate this Agreement without cause by giving the other Party 30 days written notice of its intention to do so.
  - 6.2. Failure by the **Recipient** to comply with the provisions of this Agreement entitles the **City** to demand the return from the **Recipient** of some or all of the Funding, and the **Recipient** agrees that it will repay any amount so demanded by the **City** within 30 calendar days of receiving any such demand in writing.
7. Written Communication: All notices and communications in connection with this Agreement shall be sent to the addresses on page 1 of this Agreement.
8. NOTICE: By signing this Agreement, you understand and agree that it is not an unreasonable invasion of your personal privacy for the **City** to disclose any personal information about you that the **City** collected in the process of administering this Agreement, or that may be set out in this Agreement, and you further understand and agree that the **City** may disclose such personal information about you to third parties. You further understand and agree that no business information collected by the **City** in the process of administering this Agreement, or that may be set out in this Agreement, is confidential, and you further understand and agree that the **City** may disclose any such business information to third parties.

# APPENDIX A

## A. FUNDING PURPOSE

### 1. Deliverables and Work Plan

The **City** shall provide multi-year predictable funding to the **Recipient** to assist Klondike Development Organization with operating costs, and for the provision of community economic development projects in the community.

- a. The **Recipient** agrees to:
  - continue to work on projects that benefit the residents of Dawson City; and
  - acknowledge the City in all materials issued or used for projects funded by this Agreement.
- b. Any revisions to this Agreement must be approved by the **City** and then processed in the form of an amendment to this document.

### 2. Reporting

- a. The **Recipient** shall:
  - maintain financial records relating to the business activities of Klondike Development Organization in its customary manner and in accordance with generally accepted accounting principles. The **Recipient** shall provide the **City** annual financial statements that have undergone a Review and Engagement by a professional accounting firm.
  - provide a full accounting of all Funds issued under this Agreement; and
  - provide regular written updates to the **City** on projects being funded by this Agreement; and
  - provide an annual report to Council, by way of presentation at a regularly scheduled meeting towards the end of each year, detailing the results of work completed in the year and anticipated work for the upcoming year.

## B. TERMS OF PAYMENT

### 1. Funds

- a. Limits: The **City** shall provide the **Recipient** with Funds for the Funding Purpose in an amount not to exceed \$70,000.
- b. All dates and dollar amounts contained in the following table, section B(1)(c), are provisional (based upon work plans, schedules and budgets), and may be altered, adjusted or deleted at the sole discretion of the **City**.
- c. Table: The **City** shall pay to the **Recipient** the Funds as follows:

Deliverable(s) (includes: Milestones and/or other Triggering Events)		Proposed	
		Date of Payment, or, Event	Payment
1.	2020 Contribution for Community Economic Development Projects & Operations	July 2020	\$35,000
2.	2021 Contribution for Community Economic Development Projects & Operations	July 2021	\$35,000
Maximum Total Payable (as per this Agreement)			\$70,000
Payment will only be made if the required deliverables have been received and deemed appropriate and acceptable by the City			

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## C. BUDGET

### 1. Budget and Expenses

- a. Eligible expenses for the purposes of this Agreement shall be those expenses directly related to the Funding Purpose, which is identified in section A (1).
- b. The following activities are NOT eligible for Funds:

Any activities that are not related to community economic development projects & Klondike Development Organization operations.

DRAFT





Box 1223, Dawson City, Y.T., Y0B 1G0  
[admin@katts.ca](mailto:admin@katts.ca)

April 29th, 2020

Mayor and Council  
City of Dawson  
Box 308  
Dawson, Yukon Y0B 1G0

RE: **Maintenance of Klondike Bench Trails**

Dear Mayor and Council,

The Klondike Active Transport and Trails Society (KATTS) is applying to the Government of Yukon - Community Development Fund for funding to undertake some modest maintenance on the Moose Mountain Cross-Country ski trails. This maintenance work is to allow us to make the best use of our new trail grooming equipment and allow us to double the amount of groomed trails we are currently able to offer.

This work would involve improving the grade by cutting and infilling the existing trail tread; removing stumps, windfalls and other obstacles currently restricting equipment access; improving trail flow at junctions; filling ruts; and improving drainage to prevent erosion. All of this work would ensure we are able to make the best possible use of our new equipment and provide the best possible skiing experience to our community.

For clarity, we are not intending to expand the existing trail network. There will be no new trails added to the system. We merely intend to make improvements to the system that have already been identified for the purpose of cross-country skiing.

We would like the City of Dawson's support for our application. Because of the controversy around mining and land tenure, we believe the Government of Yukon funding agencies will be reluctant to approve our application without the explicit support of the City of Dawson.

In closing, we repeat the offer we made in August, 2019 to do whatever we can to help to obtain tenure for the land on which the trails sit. Please let us know how that is progressing.

Thank you for your continuing support for Dawson trails.

Best Regards,

  
Cathie Findley-Brook  
KATTS President

CC Cory Bellmore  
COD Rec Department