

Agenda 23-08

Regular Meeting of the Council of the Village of Carmacks, Yukon to be held in the Council Chambers of the Carmacks Municipal Building at 7:00 PM on Tuesday, April 18, 2023.

1. CALL TO ORDER

2. AGENDA

(motion to adopt)

3. ADOPTION OF MINUTES

(motion to adopt)

3.1 Regular meeting of April 4, 2023

4. DELEGATION

5. CORRESPONDENCE

5.1 Viewing of Carmacks Recreation Complex – A People’s History

5.2 CAO Training Program Overview & Outlines

5.3 FCM - Flights and Hotel Confirmations

5.4 EMO - Mock Exercise

5.5 Firehall Lease

5.6 Grant Match Deck & Resolution

5.7 Public Works General Manager Posting

6. REPORTS

6.1 Council Activity Reports

6.2 Mayor Report

6.3 AYC

7. ACCOUNTS PAID AND PAYABLES

8. BYLAWS

(motion to adopt)

9. NEW & UNFINISHED BUSINESS

10. QUESTION PERIOD

11. INCAMERA

(motion to go in and out of session and recorded time)

12. ADJOURNMENT

In order to comply with territorial regulations to reduce the risk of COVID-19 virus transmission, CouncilChambers is closed to the public, who are invited to attend through Zoom web or teleconferencing.

Remote Attendance at Council Meetings

In order to comply with territorial regulations to reduce the risk of virus transmission, the public is invited to attend Council Meetings remotely through Zoom. Access is available either via internet or via phone (see instructions below). Please note that participants will be automatically muted, and the video function will not be enabled. Council Chambers will not be open to the public. If you are unable to access a phone or the internet, please contact the Village to discuss arranging remote access.

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Meeting ID: 719 907 0780

Passcode: 643780

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COMPUTER *(Participants do not need an account but will need to download the Zoom app when prompted.)*

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<https://us02web.zoom.us/j/7199070780?pwd=NTIUOWRwZnFuNEc5ZzBKWVJuWFkrUT09>

**MINUTES FROM THE REGULAR MEETING OF THE COUNCIL FOR THE
VILLAGE OF CARMACKS ON April 4, 2023 IN THE MUNICIPAL COUNCIL
CHAMBERS**

PRESENT: Councillors: D. Hansen, K. Unterschute, H. Belanger
Delegation: Cpl. T. Woodman, M. Hill, J. Trudeau
Staff: M. Cybulski, M. Lillefors
Regrets: Mayor L. Bodie, Councillor J. Lachance

ORDER: Councillor D. Hansen called the meeting to order at 7:00 PM.

AGENDA: Council reviewed the agenda.

23-06-01 M/S Councillors H. Belanger/K. Unterschute motioned that the agenda be accepted as presented.

CARRIED

Minutes: From the regular meeting on March 21, 2023

23-06-02 M/S Councillors H. Belanger/K. Unterschute motioned that the minutes be accepted as presented.

CARRIED

Delegation:

4.1 RCMP

Cpl. T. Woodman mentioned that it had been quite a busy month, there has been 54 calls for March, at least 18 of them involved alcohol.

Since the snow has melted speeders are expected, so the RCMP have been diligent on the highways. They also got a chance to attend the grand opening of the arena which they were happy to be apart of. They've also been very involved with the school on the regular.

The work out classes that Cpl. G. Beaucamp and Fire Chief B. Vandecamp have been putting on have been picking up traction.

There was concern with a person coming to the community that had a warrant for their arrest, but they have escorted out of the Yukon in a timely manner.

More check stops and increase on visibility of traffic is on the way.

4.2 Wildland Fire Management Presentation

J. Trudeau and M. Hill met with CAO M. Cybulski a couple of weeks ago to explain who they are and what they do, so they were invited to participate in the council meeting to give Mayor and Council a better idea on what their place in the community is.

It is officially fire season now, as far as Carmacks goes they're fully staffed for the year. They went into detail on where their boundaries for fighting fires are, as far as communities go, around every community or populated area, it's critical to do automatic dispatches of ground and air resources. They went into detail on critical zones, strategic zones, which is how they determine which fires to attack and which ones to let burn.

We don't have timber value here in comparison to BC which is why not every single fire is not necessarily meant to put all our resources forward to.

One of the important things to understand is that this is the policy that allows the Yukon to respond to fires that make sense.

The policy is here to provide the information to help communities understand why they fight fires, and why they don't in the Yukon we have 24 initial attack crews, which are comprised of 3 people along with support staff.

In our region, (Tatchun region) there are 3 crews, 3 officers, and support staff.

For training they're all trained to a national standard.

We have look out towers to help keep an eye on any wildfires, quite often wildfires are also reported by pedestrians that spot them.

There are heat detectors in satellites that go over the region.

After a lightening storm goes through the region there's a crew that follows lightening activity from a respected distance, and ariel detection, there's also always live tracking on dispatch so they always know where their staff is.

To keep communities safe starts at fire prevention, some examples of that are shaded fuel breaks, there is also a plan in place to plant Aspen trees since they have a higher water content and are more likely to sprout back up after being involved with a wildfire, making them a good for tactical use to grow in and around communities.

They explained if a fire were to threaten Carmacks, they would segregate Carmacks into different positions, the plan would be once an ember fall out would be noticed they would have all engines and pump trucks doing patrols looking for spot fires and extinguishing them.

In the past they've offered fire smart home checks, which they're still open for people to come forward and request fire smart home checks.

In 2020 the territory did sponsor an assessor that came in and provided a course for everyone to be able to attend to be able to do their own home assessments, there is also a Fire Smart website that's loaded with information for anyone wanting to do their own assessment.

CAO M. Cybulski asked if there was a possibility of having that course happen again, M. Hill said of course, he will provide us resources and opportunities if we would like.

Last year we had a super busy 3-4 week period that was too much for our resources, so we did rely on outside resources, whenever we ask for help we get it, we also extend our resources if anyone else needs help. Canada relies on the concept of resource sharing, as the fire season starts throughout Canada it moves through different areas at different times which works for resource sharing very well.

There is a fire map accessible on yukon.ca/firemap which is accessible for all to stay in the loop.

The Village of Carmacks will be collaborating with Wild Land Fire to help be consistent with preventative measures, more details on that will be presented in the future.

Correspondence (listed under agenda delegates.)

5.1 AYC AGM Resolutions (Topics of Concern to Yukon Municipalities)

A table resolution procedure for consideration at general meetings that was presented to Mayor and Council to review.

Mayor and Council agrees to take part in this.

6. Reports

6.1 Council Activity Reports

Councilor D. Hansen has an AYC meeting coming up on April 28th, she also got a chance to check out the hockey tournament, but mostly followed it online.

Councilor K. Unterschute went to the hockey tournament and was happy to see that they pulled off the tournament well.

Councilor H. Belanger has been busy with EMS.

6.2 Mayor Report

None

6.3 CAO Report

CAO M. Cybulski went over some major updates we had with municipal staffing, he gave Mayor and Council a Firehall update and went into detail on the report as well as explained that the inspection had been passed.

There is a contingency plan expected in October for the backup generator that we needed to have operations working over there.

An old Firehall update was also presented, a big update is the possibility to reutilize the facility in the near future since there is no substantial documents on the closure of the old Firehall.

As far as our board walk project update goes we have been approved for an extension for spending and completion of the Boardwalk Restoration and Revitalization Project.

A request for update has been extended to Greenwood Engineering Solutions for continuation of the most recent Aquatic Center engineering assessment completed in 2019, RPAY will be able to provide more insight about staffing and labor possibilities.

So far most the issues are structural things that would need to be upgraded.

Since we do have 2 large new pieces of infrastructure we may be waiting to act on the Aquatic Center until next year.

More information on the Pool Engineering will be provided at the next Council meeting April 18th.

The Village of Carmacks have received clarification from the Yukon Government that Lagoons are considered a joint responsibility between local Municipalities and their direct First Nations partners. This has been confirmed through other municipalities across the territory and AYC. A summary letter will be brought back to us and we can continue to a joint discussion/meeting.

6.4 Fire Department Report

Council reviewed the report provided.

6.5 Recreation Department Report

Council reviewed the report provided.

So far, we have made 1,290.33 between February and March just from paid memberships, not including the subsidized memberships.

There have been tons of cool new features the people of our community have been checking out and it's been really showing positively in our numbers.

Council was presented with enrollments by season which all had amazing turnouts.

There have been 386 programs over a 5-6 month span, with an average of 36-40 registrants per month.

There was a minor hiccup after having to put the afterschool program on hold during a staff turnover, but it's up and running again.

The John Chabot Hockey Camp had 48 enrolments.

6.6 Arena Facility Operations Report

Council reviewed the report provided.

The arena has been operating well with minor problems that have been able to be resolved in a timely manner.

There has been some new staff hired that have been doing a great job.

There has been a lot of use of the arena, such as public skate and shinny hockey programs, the learn to skate program for kids has also been picking up traction.

Curling supplies has arrived and is ready for set up for the Bonspiel.

6.7 Foreman Report

Council reviewed the report provided.

6.8 AYC

There was a meeting on March 28th, some AYC news is a housing acceleration fund being put out to municipalities that could be a great help. CAO M. Cybulski has signed himself up for the web seminars. Council still needs to register for the AYC in Watson Lake, hotels have already been booked. A donation for an auction item is still needed, Councillor D. Hansen suggested getting Twyla to help us on that with a home made item valued at \$200-\$500.

7. ACCOUNTS PAID AND PAYABLES

Council reviewed accounts and payables.

8. BYLAWS

8.1 CAO Appointment By-Law 281-23 (3rd and Final Reading)

23-07-03 M/S Councilors H. Belanger/K. Unterschute motioned to give the 281-23 CAO Appointment By-Law 3rd and final reading.

Council reviewed Bylaw 281-23

CARRIED

8.2 CRC Advertisement Rates By-Law 282-23 (3rd and Final Reading)

Council Reviewed Bylaw 282-23

23-07-04 M/S Councilors H. Belanger/K. Unterschute motioned to give the 282-23 CRC Advertisement By-Law 3rd and final reading.

CARRIED

8.3 Carmacks Recreation Centre Rates Updates By-Law 283-23 (3rd and Final Reading)

Council Reviewed Bylaw 283-23

23-07-05 M/S Councilors H. Belanger/K. Unterschute motioned to give the 283-23 Carmacks Recreation Centre Rates Updates By-Law 3rd and final reading.

CARRIED

8.4 Annual Operating Budget By-Law 284-23 (1st and 2nd Reading)

Council Reviewed Bylaw 284-23

23-07-06 M/S Councilors H. Belanger/K. Unterschute motioned to give the 284-23 Annual Operating Budget By-Law – 1st reading.

CARRIED

23-07-07 M/S Councilors H. Belanger/K. Unterschute motioned to give the 283-23 Annual Operating Budget By-Law– 2nd reading. CARRIED

Council Reviewed Bylaw 281-23.

23-07-08 M/S Councilors J. Lachance/D. Hansen motioned to give the 281-23 Village of Carmacks CAO Appointment Bylaw – 1st reading. CARRIED

23-07-09 M/S Councilors H. Belanger/D. Hansen motioned to give the 283-23 New Pricing Fee Bylaw Structure – 2nd reading. CARRIED

9. NEW & UNFINISHED BUSINESS

None.

23-07-10 M/S Councilors H. Belanger/K. Unterschute motioned to go In-Camera to discuss labor at 9:23PM.

23-07-11 M/S Councilor H. Belanger/K. Unterschute motioned to go out of in-camera session at 9:59PM.

ADJOURNMENT

23-07-12 Councillor D. Hansen motioned to adjourn the meeting at 10:00 PM.

Councillor D/ Hansen adjourned the meeting at 10:00 PM.

Mayor L. Bodie

CAO M. Cybulski

THIS AGREEMENT made in duplicate this day of A.D. 2023.

BETWEEN:

VILLAGE OF CARMACKS
(hereinafter called the "Lessor")

and

GOVERNMENT OF YUKON
as Represented by the
Deputy Minister of Highways and Public Works
(hereinafter called the "Lessee")

WHEREAS the Lessor is the registered owner of certain lands located in the Yukon, which lands are legally described as:

, Carmacks, Yukon.

(hereinafter called the "Lands")

upon which has been constructed a building called the "New Carmacks Fire Hall" municipally described as:

, Carmacks, Yukon

(hereinafter called the "Building")

AND WHEREAS the Lessor has agreed to lease a portion of the Building upon the terms and conditions hereinafter set forth.

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SCHEDULE "A" - Demised Premises

SCHEDULE "B" - Operating Costs

NOW THEREFORE in consideration of the premises and the covenants and conditions herein contained, the parties agree as follows:

1. THE DEMISED PREMISES

1.1 The Lessor hereby leases to the Lessee the spaces described as:

Part A: A total of 944 square feet comprised of 576 square feet of garage bay space located on the ground floor of the building, and 368 square feet of office space, and

Part B: A total of 400 square feet comprised of 2 offices located on the ground floor of the building, and

Part C: A total of 1,924 square feet of shared spaces located on the ground floor of the building

all of which is outlined in red on Schedule "A", attached hereto and forming part of this lease (hereinafter called the "demised premises").

2. TERM

2.1 This lease shall be for a term of One (1) year, commencing on the 1st day of May, 2023 and ending on the 30th day of April, 2024.

3. RENEWAL OPTION – Not Applicable

4. OVER HOLDING LESSEE

4.1 In the event the Lessee remains in possession of the demised premises after the end of the term and without the execution and delivery of a new lease, there shall be no tacit renewal of this lease or the term hereby granted and the Lessee shall be deemed to be occupying the demised premises as a Lessee from month to month, at a monthly rental payable in advance on the first day of each month equal to the sum set out in Clause 5, and otherwise upon the same terms and conditions as are set forth in this lease.

5. RENT

5.1 During the term hereof the Lessee shall pay to the Lessor the following sums:

- (a) **Part A:** An annual rent of Sixteen Thousand Nine Hundred and Ninety-Two Dollars (\$16,992.00), payable in monthly installments of One Thousand Four Hundred and sixteen Dollars (\$1,416.00) each in advance on the first day of each calendar month. The rent is based upon an annual rate of \$18.00 per square foot of the demised premises.
- (b) **Part B:** An annual rent of Seven Thousand Two Hundred Dollars (\$7,200.00), payable in monthly installments of Six Hundred Dollars (\$600.00) each in advance on the first day of each calendar month. The rent is based upon an annual rate of \$18.00 per square foot of the demised premises.
- (c) **Part C:** An annual rent of Seventeen Thousand Three Hundred and Sixteen Dollars (\$17,316.00), payable in monthly installments of One Thousand Four Hundred and Forty-Three Dollars (\$1,443.00) each in advance on the first day of each calendar month. The rent is based upon an annual rate of \$9.00 per square foot of the demised premises.

5.2 The annual rent stated in Clause 5.1 includes all taxes, insurance, and operating costs attributable to, or apportionate to, the demised premises.

5.3 GST EXEMPTION CLAUSE: This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Government of Yukon with crown funds are therefore not subject to the Goods and Services Tax. GST Registration Number #R107442840.

6. TAXES

6.1 "Taxes" means all taxes and charges, whether municipal or otherwise, which are assessed against the Building and Lands but does not include any penalty imposed or interest charged on late or deficient installments.

6.2 Taxes, as described in Clause 6.1, are the sole responsibility of the Lessor.

7. OPERATING COSTS

7.1 "Operating Costs" are the substantiated direct costs incurred in connection with the operation of the building. The responsibility for these costs is itemized in Columns B, C, or D of Schedule "B" attached hereto. Operating costs include, but are not limited to:

- (1) the amount due (including wages and statutory fringe benefits) to the employees and contractors directly employed in the operation, maintenance and repair of the Building (excluding officers, clerical, secretarial and accounting staff of the Lessor).

- (2) the costs incurred by the Lessor for supplies and materials used by its employees in connection with the maintenance and operation of the Building.
- (3) the amount due to the employees and contractors with respect to the operation, repair and maintenance of the heating, ventilation and air-conditioning system.
- (4) expenses for cleaning and janitorial services for the common areas of the Building including window cleaning, washroom and cleaning supplies, and contractors.
- (5) the cost of snow, garbage and waste collection and removal.
- (6) the cost of fuel for heating and hot water.
- (7) the cost of light fixture maintenance, fluorescent tube and light bulb replacement.
- (8) building security expenses.
- (9) the cost of property insurance on the Building, plate glass replacement insurance and public liability and casualty insurance.
- (10) electricity charges.
- (11) water and sewage charges.

7.2 Operating Costs do not include the following building costs, these costs are the direct responsibility of the Lessor:

- (1) the cost of replacement of any item due to vandalism, negligence of the Lessor, its agents, employees or contractors, or inherent defect,
- (2) the cost of any upgrading of any item, including replacement of items which have reached the end of their life expectancy,
- (3) any costs covered, or required by this lease to be covered, by the Lessor's insurance,
- (4) any single expenditure in excess of \$5,000.00, unless such expense is discussed with and agreed to, in advance, by the Lessee,
- (5) the cost of any repairs where the need for such repair arose prior to the commencement

of the term hereof,

- (6) any costs of a capital nature as determined by generally accepted accounting principles (ie. acquisition of an asset, the benefits of which extend over one or more accounting periods),
- (7) penalties and interest resulting from payment of invoices after the due date,
- (8) cost of alterations or tenant improvements to the demised premises or the premises of other tenants and corresponding costs as to premises occupied or to be occupied by the Lessor, and,
- (9) items repaired under warranty.

8. USE OF THE DEMISED PREMISES

- 8.1 The Lessee will use the demised premises for the purpose of ambulance storage space. If the Lessee should desire to use the demised premises for any purpose other than the aforementioned, it shall obtain the Lessor's consent to such change in use. The Lessor agrees that it shall not unreasonably withhold the giving of its consent hereunder.
- 8.2 The Lessee shall pay, within sixty (60) days after the same becomes due and payable, license fees, telephone charges and other tenant's charges of a similar nature, (except those listed under Clause 7.1 hereof), that may be properly assessed or charged against the Lessee with respect to its use and occupation of the demised premises.
- 8.3 The Lessee shall not do or permit to have done upon the demised premises anything which shall:
 - (a) result in the creation of a nuisance, or
 - (b) cause the rate of insurance on the Building to be increased, except where the Lessee agrees to pay the amount of any such rate increase.
- 8.4 The Lessee will not allow refuse or other loose or objectionable material to accumulate in or about the demised premises and will at all times keep, and at the expiration of the term hereof yield up, the demised premises in a reasonably clean condition.
- 8.5 The Lessee shall not suffer or permit any building' liens or other liens for work, labour, service or material relating to work contracted for or on behalf of the Lessee to remain filed against the title to the Lands.

- 8.6 If the Lessee is aware of any accident, defect or failure of the water pipes, electrical system or the heating, ventilation or air-conditioning apparatus in the Building, it shall give prompt written or verbal notice of such accident, defect or failure to the Lessor. Verbal notices of such accident or defect shall be confirmed in writing as soon as practicable.
- 8.7 The Lessee will not bring into the Building any safes, vaults or other heavy equipment, without first having obtained the consent in writing of the Lessor, which consent shall not be unreasonably withheld but which may be subject to such conditions as the Lessor may deem proper, and all damage done to the Building by taking in or removing such equipment or during the time it is in the Building shall be made good and paid for by the Lessee.
- 8.8 The Lessee, its agents, employees and servants shall observe all reasonable rules and regulations that the Lessor may make for the sake of the safety, care and cleanliness of the Building and the comfort and convenience of personnel in the Building. The Lessor will provide the Lessee with written particulars of its rules and regulations and any subsequent amendments thereto.
- 8.9 The Lessor, its agents, employees and servants shall comply with a smoke free policy as established by Government of Yukon in that portion of the space occupied by the Government.

9. MAINTENANCE & REPAIR

- 9.1 The Lessor will maintain the total Building structure, including the roof, foundation, all floors, and all load-bearing walls. The Lessor will also maintain the mechanical and electrical systems, together with their fixtures and improvements therein, in good working order and condition.
- 9.2 The Lessor will, at its own expense, maintain the demised premises and any improvements therein, including the Lessee's improvements, in a good and tenantable condition throughout the term of this lease and will make all necessary repairs thereto.
- 9.3 The Lessee shall at all times keep the furniture and trade fixtures within the demised premises in good order and condition and shall make all necessary repairs and replacements within the demised premises that are not the responsibility of the Lessor.
- 9.4 The Lessor will make all necessary arrangements to inspect, service and maintain all life safety systems and equipment and building safety systems and equipment to all applicable codes, standards and regulations at its own expense. The Lessor will maintain full records of all inspections, maintenance procedures or tests and will make them available for audit or inspection by the Lessee and will allow the Lessee to make copies and take extracts therefrom

and will furnish to the Lessee any information which may reasonably be required from time to time in connection with such records.

9.5 The Lessor shall maintain the landscaping and other exterior improvements on the Lands in good order and repair.

10. ALTERATIONS

10.1 The Lessee will not carry out any alterations to the demised premises without the prior written approval of the Lessor, which approval shall not be unreasonable withheld. All alterations, additions or improvements made by the Lessee, except the Lessee's furniture, stock-in-trade and, at the election of the Lessee, the whole or any portion of any demountable type partitioning and power pac-poles shall remain the property of the Lessor on the expiration of the term of this lease.

10.2 The Lessor shall be at liberty at any time during the term hereof to maintain, remodel, repair, alter or improve the whole or any part of the Building or the equipment therein and for such purpose to enter into, pass through, work upon and attach scaffolds or other temporary structure to the demised premises but not so as to interfere with, inconvenience or hamper the Lessee in its use and occupancy of the demised premises. In the event that such action by the Lessor unduly interferes with, inconveniences or hampers the Lessee in its use and occupancy of the demised premises, the Lessee will be entitled to an abatement of rent during the period of interference in proportion to the degree of interference.

11. BUILDING SERVICES

11.1 The Lessor shall keep all building systems (ie. heating, ventilation, humidification, lighting, etc.) in good operating condition and in compliance with the latest ASHRAE and CSA standards.

11.2 In the event that the apparatus used in effecting the heating, air-conditioning or ventilation of the demised premises is damaged or destroyed or fails to provide such heating, air-conditioning or ventilation, the Lessor agrees to replace or repair the same with all reasonable diligence having regard to all the circumstances, but the Lessor shall not be liable for any loss of business, personal discomfort or illness resulting therefrom, except where negligence on the part of the Lessor and/or his agents is established.

11.3 The Lessor shall ensure that all base building control settings are checked prior to the beginning of normal office hours of the Building after any temporary office closure periods, such as weekends or statutory holidays, to ensure that proper environmental conditions are met, as stipulated in Clause 11.1.

- 11.4 The Lessor will make all necessary arrangements to procure electric current and to make it available to the Building and the demised premises as a source of supply for the Lessee; however, the Lessor shall not be responsible for any failure to supply such current for any cause beyond its reasonable control.
- 11.5 Subject to the Lessee's obligations under Clause 7, the Lessor will maintain the lighting fixtures in the demised premises, whether such lighting fixtures were installed at the cost of the Lessor or the Lessee, and will replace all burned out light bulbs and fluorescent tubes in the lighting fixtures.
- 11.6 The Lessor shall provide emergency power supply back-up for:
- (a) Fire alarm and detection systems
 - (b) Stairwell Lighting
 - (c) Emergency Lighting
- 11.7 The Lessor will allow the Lessee, its agents, servants, employees and invitees the right of access to, and use in common with the other tenants of the Building, the toilet and washroom facilities in the common areas of the Building.
- 11.8 The Lessee/Lessor shall undertake all means to exercise energy efficiency in the demised premises for conservation and cost saving purposes when the building is vacant by:
- (a) turning off all lights except those that would be necessary for the safety and protection of the building;
 - (b) maintain a reasonable temperature of 20 degrees Celsius.
- 11.9 Subject to the Lessee's obligations under Clause 7, the Lessor is responsible for the payments of all utility costs related to the provision of the following utilities in the Building:
- (a) water and sewage
 - (b) electricity
 - (c) heating fuel

12. DEFAULTS BY LESSOR IN PROVIDING SERVICES

- 12.1 If the Lessor defaults in the provision of any services covenanted by it to be provided under the lease, the Lessee may give written notice of the default to the Lessor, and if the Lessor fails to remedy such default to the Lessee's satisfaction within three (3) business days of delivery of

such written notice, the Lessee may, without further notice to the Lessor, take such steps as may, in the sole judgment of the Lessee, be necessary to remedy such default and the Lessor shall pay to the Lessee upon demand all costs so incurred by the Lessee, failing which the Lessee shall be entitled to deduct such costs from rents or other amounts payable by the Lessee to the Lessor.

- 12.2 If the demised premises or any portion thereof become untenable or functionally unusable by the Lessee in accordance with Clause 12.1 the Lessee will be entitled to an abatement of rental until the default has been remedied.

13. QUIET ENJOYMENT

- 13.1 The Lessor covenants that it has authority to lease the demised premises and that so long as the Lessee complies with and performs its obligations under this lease it shall quietly enjoy the demised premises without hindrance or molestation by the Lessor or any other person claiming through or under the Lessor.

14. INGRESS AND EGRESS

- 14.1 The Lessor grants to the Lessee, its agents, servants and invitees, at all times during the term of this lease, the right of ingress and egress to and from the demised premises by the usual entrances, passageways, stairways, and roadways leading to the demised premises.

15. ASSIGNMENT AND SUBLETTING

- 15.1 The Lessee may, within the term, and with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, assign or sublet any portion of the demised premises.

16. CAVEATS

- 16.1 The Lessee shall not cause any caveat or other encumbrance to be registered against the Lessor's title to the Lands without the prior consent of the Lessor; provided, however, that the Lessee shall be permitted to register a caveat in respect of this lease at the Yukon Land Titles Office but shall not register this lease or any part thereof at such Land Titles Office without the written consent of the Lessor, such consent not to be unreasonably withheld.

17. LIABILITY

- 17.1 Each party shall not be liable or responsible for any loss, injury or damage attributable to the

other party or any of its officers, agents or employees, based upon or arising during, occasioned by, resulting from or in any way attributable, directly or indirectly, to the performance of this lease.

17.2 The Lessor shall be responsible for any claims, demands, costs, losses, damages, expenses, actions, suits, or other proceedings by whomever made, brought or prosecuted in any manner based upon or relating to the performance of the obligations of the Lessor under this lease by the Lessor, its officers, employees or agents.

17.3 The Lessee shall be responsible for any claims, demands, costs, losses, damages, expenses, actions, suits, or other proceedings by whomever made, brought or prosecuted in any manner based upon or relating to the performance of the obligations of the Lessee under this lease by the Lessee, its officers, employees or agents.

18. INSURANCE

18.1 Lessor's Insurance

- (a) The Lessor shall, for the duration of this lease and any renewal or extension hereof, insure at the replacement value based on materials of like kind and quality, the Building and all property and interests of the Lessor therein against loss by fire and such other risks as are included in standard extended coverage endorsement including, without restricting the generality of the foregoing, vandalism and malicious damage.
- (b) The Lessor shall place and maintain Commercial General Liability insurance against claims for bodily injury, personal injury and property damage occurring on, in or about the Building and the Lands in an amount of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence.
- (c) Certificates evidencing such insurance policies shall be made available to the Lessee upon request.

19. DESTRUCTION OR DAMAGE

19.1 If the Building, the demised premises, the Lands or a major part of either shall at anytime during the term hereof be destroyed or damaged either totally or in part, by fire, lightning, storm or tempest, act of God or other casualty or accident so as to render the demised premises untenable, the rent hereby reserved shall at once cease to accrue and not become payable until the demised premises shall be tenantable, rebuilt or restored to their former condition and the Lessor shall rebate to the Lessee the proportionate part of the then current rent paid in

advance for the unexpired portion of the month in which such partial or total destruction occurs. Provided however, that notwithstanding the foregoing, in the event of total or partial destruction of the Building or the demised premises, the Lessee or the Lessor may within one (1) month after such destruction on giving notice thereof in writing to the other of them, terminate this lease. The expression "total or partial destruction" as used in this Clause shall mean such damage or destruction that, in the opinion of an independent architect, prevents the Building or the demised premises from being made tenantable, rebuilt or repaired within a period of three (3) months (or such other time as may be mutually agreed upon by the parties hereto) from the time of such destruction or damage.

20. REMOVAL OF EQUIPMENT AND FIXTURES

20.1 The Lessee reserves all its rights title and interest in and to its furniture and stock-in-trade including demountable partitioning and power and telephone poles. Upon termination of this lease or any renewal hereof, as the case may be, the Lessee may, if all rent and monies have been paid, remove from the demised premises such furniture and stock-in-trade so installed by the Lessee, all of which are hereby deemed and agreed to be property of the Lessee, provided that such removal is effected prior to the termination of this lease. The Lessee shall make good all damages caused by such removal.

21. DISPUTE RESOLUTION

21.1 Should any dispute arise concerning the meaning or intent of this lease which cannot be resolved by negotiation between the parties, the dispute may:

- a) thirty (30) days after commencing negotiations, be referred by either party for mediation before a mediator, with a written notice to that effect being provided to the other party;
- b) if the dispute is not resolved by mediation undertaken pursuant to clause 21.1(a), ten (10) days following the end of such mediation, referred to arbitration before an arbitrator appointed by mutual agreement or by Mediation Yukon.

22. PRORATING OF PAYMENTS BY LESSEE AND LESSOR

22.1 Where an amount is payable by the Lessee or by the Lessor in respect of a period of time where only part of the period of time falls within the term of the lease, the amount will be prorated.

23. ADDRESSES FOR NOTICES

23.1 Subject to the provisions of Clause 8.6, whenever in this lease it shall be required or permitted that payments be made or notice or demand be given or served by either party of this lease to or on the other party, such notice or demand shall be in writing and such notice, demand or payment may be given personally or sent by prepaid registered letter addressed to the other party at the address hereunder, or to such other address as may be substituted therefore from time to time by proper notice, and, if mailed, shall be deemed to be given three (3) business days after it is mailed as hereinbefore specified:

To the Lessor at:

Village of Carmacks
P.O. Box 113
Carmacks, Yukon
Y0B 1C0

To the Lessee at:

Government of Yukon
Property Management Division
Box 2703
Whitehorse, Yukon
Y1A 2C6
Attention: Manager, Realty and Planning Services

provided that in the event of postal disruption all payments, notices or demands shall be personally served.

24. NON-WAIVER

24.1 The waiver by the Lessor or the Lessee of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.

25. CONDITIONS SUBSEQUENT OR PRECEDENT

25.1 There are no conditions to this lease, either subsequent or precedent, except as set forth therein. This lease constitutes the entire agreement between the parties and no representations or warranties have been made by the Lessor or the Lessee save those as contained herein.

26. INTERPRETATION

26.1 The headings used throughout this lease document are inserted for reference purposes only and are not considered or taken into account in construing the terms and provisions of any paragraph or clause and are not to be deemed in any way to qualify, modify or explain the effects of such provisions or terms.

IN WITNESS WHEREOF the Lessor and the Lessee have executed this lease at the City of Whitehorse, in the Yukon Territory, the day and year first hereinbefore written.

VILLAGE OF CARMACKS

(Authorized Signatory)

(Print Name and Date)

GOVERNMENT OF YUKON

Certified pursuant to Section 24 (Commitment Authority) of the *Financial Administration Act*

(Print Name and Date)

Certified pursuant to Section 23 (Contracting Authority) of the *Financial Administration Act*

(Print Name and Date)

Schedule A – Floor Plan

SCHEDULE "B"

A	B	C	D
ITEM	TO BE PROVIDED BY THE LANDLORD COST INCLUDED IN THE RENT	TO BE PROVIDED BY LANDLORD COST BORNE BY TENANT	TO BE PROVIDED BY TENANT COSTS BORNE BY TENANT
7.1 (1) Amount due to employees /contractors for the operation, maintenance and repair	YES		
7.1 (2) Cost for supplies and materials in connections with the operation and maintenance	YES		
7.1 (3) Amount due to employees and contractors for the heating maintenance & repair	YES		
7.1 (4) Expenses for janitorial services	YES		
7.1 (5) Cost for garbage, waste and snow collection and removal	YES		
7.1 (6) Cost for heating and hot water	YES		
7.1 (7) Cost for light fixture maintenance	YES		
7.1 (8) Building security expenses	YES		
7.1 (9) Property insurance	YES		
7.1 (10) Electrical charges	YES		
7.1 (11) Water and sewer	YES		



GrantMatch

Government Funding Strategists

Client Discovery
Package

Presented By
Michele Trempe





Michele Trempe,
Senior Director of
Business Development

Michele Trempe

Michele is a high-energy, passionate team player with a wealth of experience. She previously worked in Sales Tax Recovery and has over 20 years of business experience in sales and leadership.

She holds an Honours Business Administration Diploma from Southern Alberta Institute of Technology, and a Bachelor of Arts degree in Psychology from York University.

Government Grants & Incentives for Canadian Municipalities

PART 1 GrantMatch Introduction

PART 2 Proactive Funding Strategy

PART 3 The GrantMatch Platform

PART 4 Client Success

PART 5 Success Fee Model

Government Funding Strategists

GrantMatch is the industry leader in securing government funding for Municipalities across Canada.

- 25+ Years of Experience
- \$1+ Billion in Tax, Grants & Incentives Recovered
- Powered by BigData, Machine Learning, and AI
- Delivered by real people!





Funding Experts. Friendly Faces.

Our **Mission** is to resolve global challenges by connecting clients to funding.

Our **Goal** is to educate, advise, and assist forward thinking organizations in reaching their funding potential and prospering as a result.

Our **Innovation** simplifies the grant process for clients. The GrantMatch™ platform drives the Software-enabled Service provided.

Proactive Funding Strategy

We understand the complexities of municipal grants.

Numerous programs are offered at fluctuating intake intervals to help fund community projects, infrastructure, and programming.

We cut through the confusion, uncovering specific financial resources so communities can focus on growth and taking their operations to the next level.



A Proven Process

Municipalities look to GrantMatch to ensure that they are utilizing all of the funding program support available in their space.



RESEARCH

GrantMatch inputs core municipal data into our proprietary software to generate a curated list of available funding programs.



IDENTIFY

GrantMatch utilizes municipal expenditure documents to develop an all-encompassing grant strategy.



SECURE

GrantMatch will execute the application(s) on behalf of the community, who reviews all materials prior to submission.

The GrantMatch™ Platform

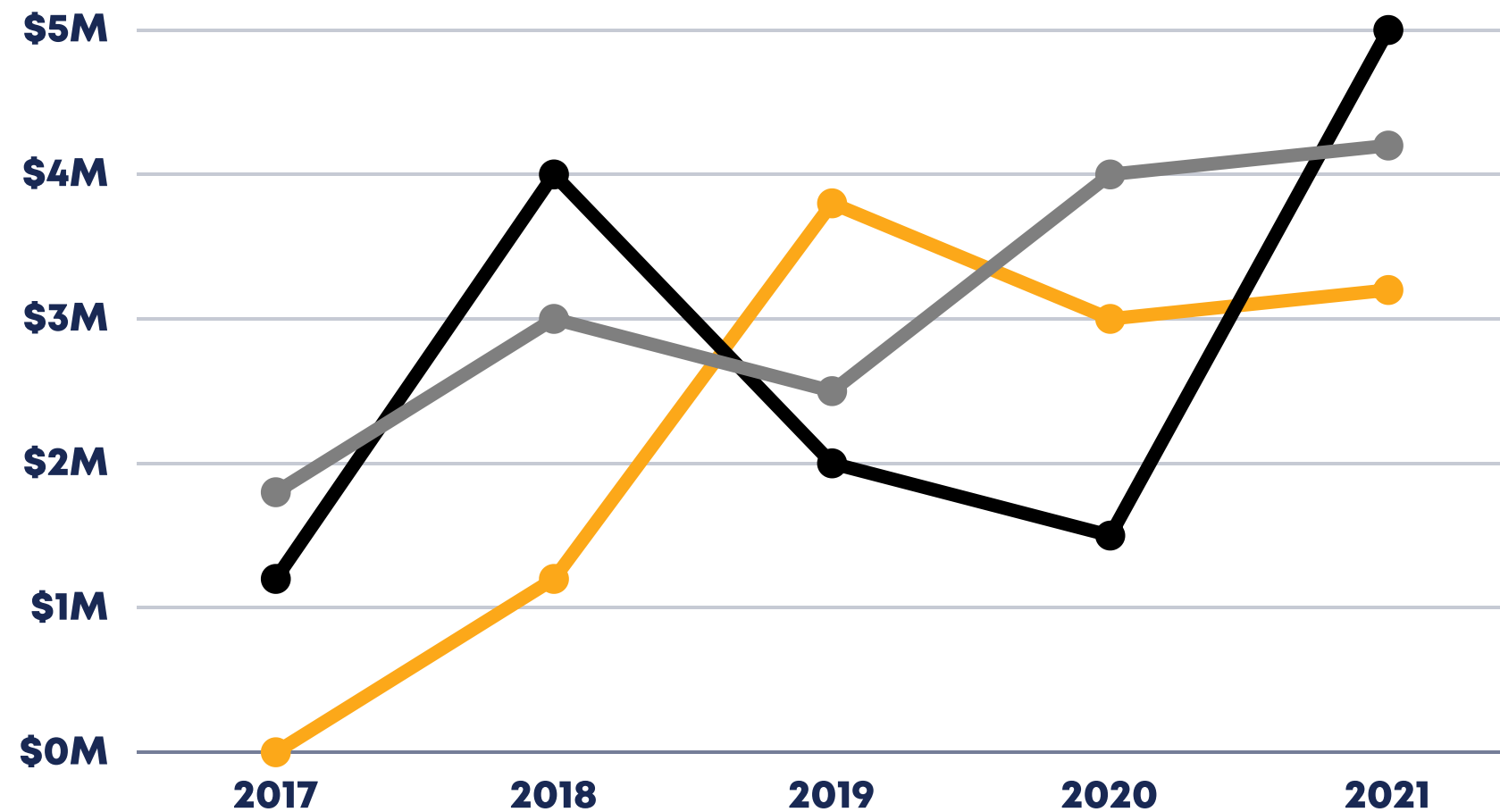


380k

Companies &
Organizations

\$3.3t

In Government
Funding



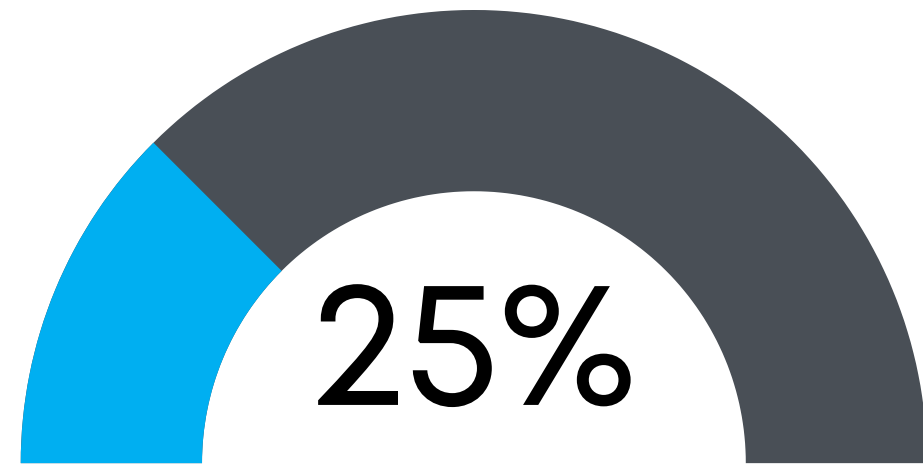
1.14m

Historical Grant
Approval Records

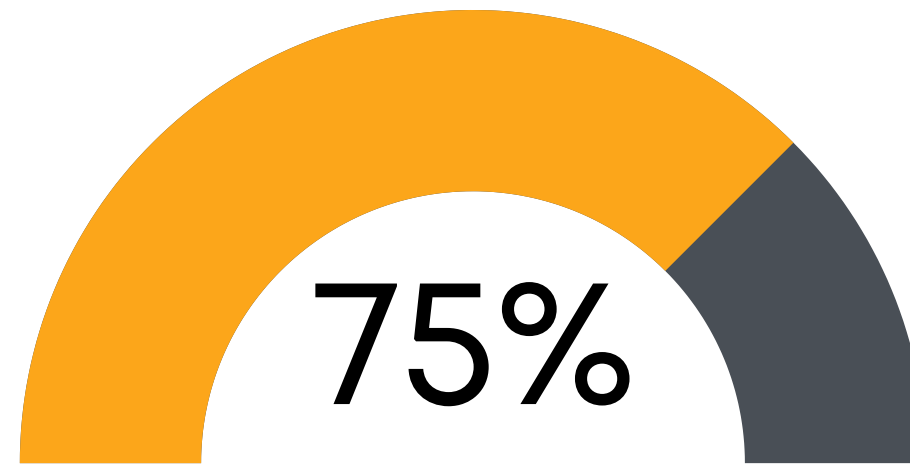
4600+

Funding
Programs

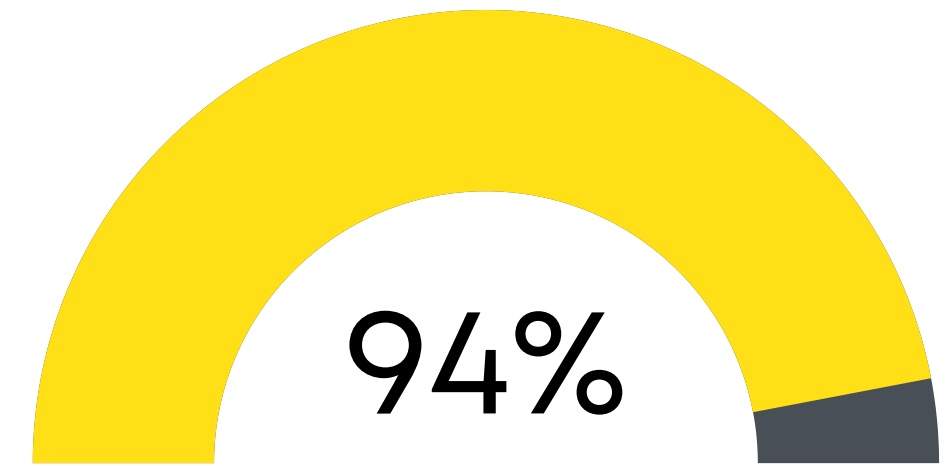
GrantMatch Offers Municipalities the Greatest Probability of Funding Success



Industry Average
Application Success
Rate



Triple Your Probability
With Our Sprint Funding
Approach



Our Strategic Funding
Approach Achieves the
Highest Success Rate



Success Story

City of Kawartha Lakes

For nearly a decade, the GrantMatch team has served the City of Kawartha Lakes as their government funding strategists, leading to many funding approvals.

GrantMatch assisted in eliminating the friction the city had experienced in the process of identifying, qualifying for, and securing municipal grant funding to support community-building initiatives.



Proactive Funding Strategy - the 'Our Kawartha Lakes' plan integrates economic, environmental, and social factors.



\$5,000,000

- Funding Approval: a \$5,000,000 loan secured through the **Green Municipal Fund** for the carbon neutral affordable housing project



\$750,000

- Funding Approval: \$750,000 from the **Low Carbon Innovation Fund** for the carbon-neutral affordable housing project



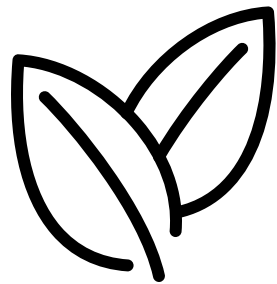
\$245,000

- Funding Approval: \$245,500 secured through the **Rural Economic Development Fund** for community downtown revitalization project

A Sample of GrantMatch Municipal Clients



Municipal Funding Themes for 2021



ENVIRONMENTAL

Harness government programming to make your community greener.



INFRASTRUCTURE

Improve your community's infrastructure and attract funding to support your projects.



RURAL COMMUNITIES

Uncover specific funding programming designed to support small communities with big goals.



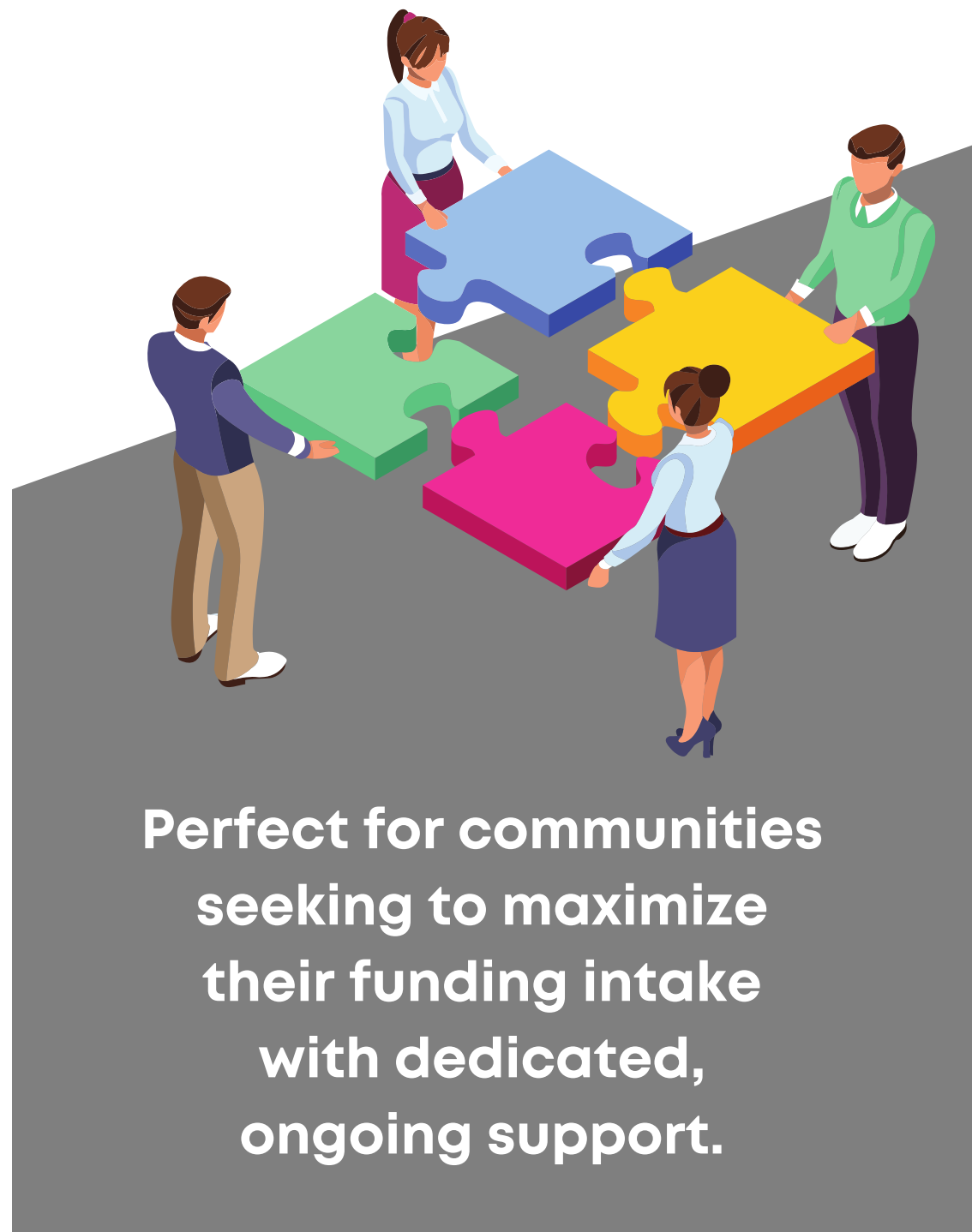
COMMUNITY & CULTURE

Locate funding for community-building initiatives such as cultural spaces, Indigenous programming, or heritage projects.



RECREATION

Secure funding to upgrade facilities and offer programming to support healthy and active communities.



Premium Service Offering

Performance Contingency

For municipalities seeking low risk, advanced strategic management support.

- Complex projects are estimated in advance and service is provided on an ongoing basis, as part of a proactive funding strategy
- Success Fee Structure - GrantMatch fees are a percentage of funding secured:
 - **10%** on the first **\$1M** in funding approved
 - **5%** beyond **\$1M**



GrantMatch

Government Funding Strategists

Contact

GrantMatch Corp.

MICHELE TREMPE

A: 2265 Upper Middle Rd E, Oakville, ON L6H 0G5

P: 905-822-4474 ext.106

W: ca.grantmatch.com

E: mtrempe@grantmatch.com



This Agreement Between:

GrantMatch Corp.
(hereinafter called "GrantMatch")
-and-
Village of Carmacks
(hereinafter called "the Client")

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

1. **Services:** GrantMatch will develop and manage a proactive Government Funding application process which includes grant identification, funding program matching, grant strategy development, funding application development and writing, and compliance reporting support. GrantMatch is permitted to review the Client's relevant records and discuss with relevant staff (as directed by Client) in order to determine what, if any, possibility exists of securing Government Funding. The Client agrees to provide access to all the relevant supporting documentation necessary to complete the work in a timely manner. For example, the following types of information will be requested in order to make application submissions: Business Numbers, Articles of Incorporation, Financial Statements, Equipment Quotes Etc.
2. **GrantMatch Involvement:** The Client and GrantMatch agree to proceed with a review of the Client's existing and future projects with respect to potential filings. The Client retains the sole right to determine whether it will involve GrantMatch in a specific Government Funding Application. Upon confirmation by Client that GrantMatch will be involved in filing a Government Funding Application, GrantMatch shall be entitled to fees in accordance with Section 3 of this Agreement.
3. **Service Fees:** In consideration of GrantMatch providing the above services, the Client will pay, per funding application approved by the government, or government agency, a tiered percentage, plus applicable sales taxes, as follows:
 - i) **10%** on the first \$1,000,000 of Government Funding approved; and
 - ii) **5%** on the remaining Government Funding approved, greater than \$1 million

Fees will be invoiced upon receipt of written funding approval. Client will retain a 25% holdback, which will be invoiced upon the first receipt of government funding.

The first round of compliance reporting is included in the above success fee rate. Should the Client require subsequent compliance reporting, GrantMatch fees will be charged at a rate of \$100/hr.

Invoices are due within 15 days of invoice date. Invoices outstanding beyond 30 days will incur interest at the rate of 2% per month.

4. **No Recovery:** In the event no Government Funding approval is obtained through the above services of GrantMatch, no fee shall be due or payable by the Client to GrantMatch.
5. **Confidentiality:** GrantMatch shall keep confidential all information disclosed by the Client and use information solely for the services provided hereunder. The Client agrees to keep confidential the terms of this Agreement as they relate specifically to fee structures, amounts and rates, as applicable.

Client Initial



2275 Upper Middle Rd E, Suite 101
Oakville, ON L6H 0C3

- 6. **Disclosure:** GrantMatch is permitted to use the Client’s logo on GrantMatch marketing materials and communicate that the Client has utilized GrantMatch services. Should there be an opportunity for additional marketing material development that specifically involves the Client, GrantMatch will involve and seek approval prior to marketing distribution (i.e. Letters of Reference/Support, Success Stories, or Feature Articles).
- 7. **Errors & Omissions:** GrantMatch agrees to partner with the Client by providing ongoing grant management services for the term of the Agreement. GrantMatch will not be responsible for errors or omissions and expressly disclaims any and all liability in connection with the use of these services. GrantMatch does not guarantee all funding programs will be identified and/or pursued. GrantMatch will complete best efforts to maximize the Client’s total Government Funding.
- 8. **Agreement Term:** The Client and GrantMatch agree that the initial term of this Agreement is two (2) years from the date of this agreement, which shall automatically renew on an annual basis unless terminated in writing by either GrantMatch or the Client with 30 days prior written notice to the other party. If GrantMatch is actively developing a funding application, GrantMatch shall be permitted to complete the application until it is filed and earn the associated service fees specified in clause 3.
- 9. **Miscellaneous**
 - a. **Benefit of Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors, assigns, administrators and legal personal representatives of the Client and GrantMatch, respectively.
 - b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.
 - c. **Assignment.** This Agreement may be assigned by GrantMatch upon approval from Client, which will not be unreasonably withheld. All or part of this Agreement may be assigned by the Client to any person who acquires all or part of the Client's business and such assignee may enforce this Agreement as if such assignee was a party hereto.
 - d. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
 - e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

AUTHORIZED SIGNATURE FOR THE CLIENT
Matthew Cybulski

NAME

TITLE

DATE SIGNED

DocuSigned by:

31521302E0D247D...

AUTHORIZED SIGNATURE OF GRANTMATCH
Mike Janke

NAME
Managing Partner

TITLE
4/5/2023

DATE SIGNED

Appendix A

Government Funding:

Government Funding is defined as, but is not limited to: government grants, non-repayable contributions, tax incentives, and tax credits.

Funding Approval:

Funding Approval is defined as written approval from a government authority that specifies the approved amount.

Government Failed Projects:

Should the funding not be received as a result of the Government not fulfilling its obligations as specified in the contribution agreement, the associated service fees will be based on the Client's received amounts and a balance of payments will occur if necessary.

Contingency Free Funds:

Notwithstanding any other clause in this Agreement, in the event that GrantMatch identifies Government Funding for the Client where the funding program disallows contingency fee arrangements, and the Client agrees to pursue the Government Funding application in any event, the Client agrees to pay GrantMatch based on the declining tiered fees outlined in Section 3 of the total grant requested. Such fee is not contingent and is earned and invoiced upon a full grant submission. Such fee is payable six (6) months from the submission of the grant application. GrantMatch guarantees its work for any application where this clause will apply and will indemnify the Client for one hundred percent (100%) of the fee payable hereunder, should the application be declined.

Lobbying

GrantMatch employees and/or its authorized agents will not communicate directly with Public Office Holder(s) on behalf of Clients. GrantMatch will not communicate with, arrange meetings with, or attempt to influence, Public Office Holders. GrantMatch will not be considered a Consultant Lobbyist, will not be required to register its activities with the Lobbyist Registration System, and will, therefore, remain in compliance with the Lobbying Act. <https://laws.justice.gc.ca/eng/acts/l-12.4/FullText.html>

Client Initial



Village of Carmacks

P.O. Box 113

Carmacks, YT Y0B 1C0

Employment Opportunity

PW GM - VoC

Public Works & Projects General Manager

POSITION SUMMARY

The Public Works General Manager (PW GM) reports directly to the Chief Administrative Officer. This position is a Full-Time Permanent position working 40 Hours per week over a 5 Day work week.

The *Public Works General Manager* will work closely with other leaders in the Village of Carmacks (The Recreation Director, the Finance Clerk, and the Administration Assistant), under the direction of the Chief Administrative Officer maintain and operate select municipal facilities, services, projects, and other municipal public works operations.

The *Public Works General Manager* will have the advanced technical, mechanical, and managerial skills to provide strong leadership and know-how to oversee the efficient operations of the municipalities' various and respective facilities and extending scope of service.

The PW GM will oversee and manage the public works/ solid waste and recycling operations, facility maintenance and water/wastewater utilities staff and ensure compliance with Municipal, Territorial and Federal Acts and Regulations affecting public operations including but not limited to the Yukon Occupational Health & Safety Act and Environment Act.

In addition to the daily management operation, the PW GM will provide management of external engineering services, design services and development associated services as they relate to and impact Village assets; develop budgets, manage, and control fiscal allocations, and subject to budget approval, initiate major purchases and expenditures and monitor financial performance. The preparation and monitoring of annual operation and capital budgets to maintain assets is an essential role for this position. Other responsibilities will include improvement planning for all facilities, annual and long-term capital and operational budgeting, division administration, and safety compliance.

Duties and Responsibilities are:

- Plans, prioritizes, and implements Public Works maintenance and construction programs.
- Oversees tenders, RFP's, RFO's and contracts for various public works activities.
- Manages the day-to-day operations including but not limited to supervision of staff, effective leadership and complaint resolution in a non-unionized work environment.
- Monitor's safety and compliance
- Ensures adherence to and compliance with legislative and regulatory standards.
- Ensures assets and inventory are properly managed, used, stored, and accounted for
- Ensures there is a process for the performance evaluation of department staff.
- Develops and implements operational policies and asset management programs including but not limited to work tracking, fleet management, lifecycle costing, and financial management.
- Evaluates and responds to operational challenges and opportunities for improvements.
- Completing maintenance and capital projects within approved budgetary limits and following

Telephone: (867) 863-6271

Fax: (867)863-6606

Email: info@carmacks.ca



Village of Carmacks
P.O. Box 113
Carmacks, YT Y0B 1C0

applicable policies

- Personnel Management including supervision of casual/summer staff as required.
- Conducts performance evaluations and employee discipline in accordance with the VoC Employment By-Laws and HR policies.
- Considers design standards and comments on various development submissions to the Village.
- Oversees construction progress and activities through the CAO.
- Attending regular Council meetings and stakeholder meetings as required.
- Asset Management- evaluates and researches repairs and maintenance alternatives and makes recommendations.

Qualifications and Experience:

- Grade 12 education or GED,
- Minimum of 10 years of relevant experience
- Post-secondary education in a related engineering/technical discipline
- Excellent understanding of Territorial policies and legislation as they affect municipal government and specific areas of responsibility.
- C.E.T. (Certified Engineering Technologist) designation or equivalent certification combined with experience.
- Professional Civil Engineering Designation an Asset
- Requires leadership, negotiation, supervisory and people management skills.
- Strong project management skills
- Must possess reliable public relations and interpersonal skills to clarify facts, provide information and respond to complaints.
- Proven written communication and report writing skills.
- Proficiency in word processing and Excel spreadsheets
- Training and knowledge in Construction Contract Law

Compensation:

- Public Works MO (3), Recycling Coordinator, Recycling Attendant (2), By-Law Officer, and Summer Students (2)

Compensation:

- The salary for this position is commensurate with qualifications & experience.
- The salary range for this position is salaried as follows: \$71,000 - \$87,000.
- Relocation Assistance available as per By-Law 261-19 (Employment By-law)
- Successful Candidate must be prepared to be living in the community by May 19th, 2023.

We invite interested applicants to submit by **4pm, April 21st, 2023**, their resume and cover letter electronically to the undersigned marked "Personal & Confidential."

The Village of Carmacks thanks all applicants for their interest, only applicants successfully screened in for interviews will be contacted.

Send resumes via email to:

Village of Carmacks, Attention: Matthew Cybulski

Email: CAO@carmacks.ca

Telephone: (867) 863-6271

Fax: (867)863-6606

Email: info@carmacks.ca