

CITY OF WHITEHORSE
REGULAR Council Meeting #2015-04

DATE: Monday, February 23, 2015

TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor John Streicker
Reserve Deputy Mayor Betty Irwin

A G E N D A

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATIONS:

MINUTES: Regular Council Meeting #2015-03 dated February 9, 2015

DELEGATIONS:

PUBLIC HEARING:

COMMITTEE

REPORTS:

Corporate Services – Councillors Gladish & Curteanu

Automated Vote Counting System Bylaw

City Planning – Councillors Cameron & Stockdale

Zoning Amendment – Outdoor Sports Complex (Whistle Bend)

Lease Agreement – Pioneer Hotel 1 (Shipyards Park)

Heritage Grant Application – Heritage Fair

City Operations – Councillors Irwin & Gladish

Community Services – Councillors Streicker & Irwin

Communities in Bloom Initiative 2017

Public Health & Safety – Councillors Stockdale & Streicker

Development Services – Councillors Curteanu & Cameron

NEW & UNFINISHED

BUSINESS:

BYLAWS: 2015-09 – Amend All-Terrain Vehicle Bylaw 3rd Reading
2015-10 – Amend Snowmobile Bylaw 3rd Reading
2015-02 – Lease Agreement (Pioneer Hotel 1) 1st & 2nd Reading
2015-15 – Automated Vote Counting System 1st & 2nd Reading
2015-08 – Zoning Amendment (Outdoor Sports Complex, Whistle Bend) 1st Reading

ADJOURNMENT:

MINUTES of **REGULAR** Meeting #2015-03 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, February 9, 2015, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Jocelyn Curteanu
Mike Gladish
Dave Stockdale
John Streicker – Electronic Participation

ABSENT: Councillors Kirk Cameron
Betty Irwin

ALSO PRESENT: City Manager Christine Smith
Acting Director of Corporate Services Valerie Anderson
Director of Development Services Mike Gau
Acting Director of Infrastructure and Operations Dave Muir

Mayor Curtis called the meeting to order at 5:30 p.m.

CALL TO ORDER

2015-03-01

It was duly moved and seconded
THAT the agenda be adopted as presented.

AGENDA

Carried Unanimously

2015-03-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated January 26,
2015 be adopted as presented.

MINUTES

January 26, 2015

Carried Unanimously

COMMITTEE REPORTS

Corporate Services Committee

Activity reports for November 2014 to January 2015 were received from the Director of Corporate Services, and the Business and Technology Systems, Financial Services, Human Resources, and Strategic Communications Departments.

ACTIVITY REPORTS
For Information Only

Administration confirmed that the proposed Legislative Services Manager position was identified in the 2012 Organizational Review to separate the finance and legislative roles, ensuring accountability for two distinct functions. The position will also contribute to supporting council. A survey of comparative municipalities indicates that Whitehorse is the only city with accountability for both financial and legislative services under the same management position.

Issues Arising from
the Activity Reports

Administration confirmed that the new grant policies came into effect on January 1st. Further analysis is being done with respect to non-profit lessors of City-owned land, and meetings continue with other non-profit groups, primarily in the museum category.

Issues Arising from
the Activity Reports
(Continued)

City Planning Committee

2015-03-03

It was duly moved and seconded
THAT Bylaw 2015-01, a bylaw to amend the Zoning Bylaw with respect to a number of miscellaneous edits, be brought forward for due consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT
FOR MISCELLANEOUS
EDITS

Carried Unanimously

2015-03-04

It was duly moved and seconded
THAT Bylaw 2015-07, a bylaw to change the zoning of the Casca Boulevard area of Whistle Bend, be brought forward for due consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT
FOR WHISTLE BEND
PHASE 3

Carried Unanimously

Administration confirmed that the proposed continuing care facility is compatible with the vision of the neighbourhood and is considered a beneficial development. Design considerations will be addressed by technical staff, and the Development Review Committee will review the application to ensure compliance with vision and planning principles.

Discussion

An activity report for November 2014 to January 2015 was received from the Planning Services Department.

ACTIVITY REPORT
For Information Only

City Operations Committee

2015-03-05

It was duly moved and seconded
THAT the Director of Infrastructure and Operations be authorized to sign on behalf of the City of Whitehorse an agreement with the Government of Yukon with respect to the funding and operation of the water and sewer infrastructure in the Airport South Development Area.

AUTHORIZE AGREEMENT
FUNDING AND OPERATION
OF WATER & SEWER
INFRASTRUCTURE IN
AIRPORT SOUTH

Carried Unanimously

Activity reports for November 2014 to January 2015 were received from the Director of Infrastructure and Operations, and the Engineering, Operations, and Water and Waste Services Departments.

ACTIVITY REPORTS
For Information Only

Administration confirmed that the Asset Management Project is at the data collection stage and is consistent with the work being done by the Government of Yukon. Nevertheless, there is no direct link.

Issues Arising from
the Activity Reports

Community Services Committee

Anna Gishler and Magdalena Kaiser addressed the Committee to promote a fund-raising campaign to raise \$250.00 for the Free the Children campaign as part of International Development Week. The mission of the campaign is to create a world where all young people are free to achieve their fullest potential as agents of change.

INTERNATIONAL
DEVELOPMENT WEEK
For Information Only

2015-03-06

It was duly moved and seconded
THAT the Parks Maintenance Policy dated February 2015 be adopted as amended with the inclusion of additional details with respect to the use of City compost.

PARKS MAINTENANCE
POLICY

Carried Unanimously

Council requested confirmation that the policy now indicates that the use of City compost is the preferential source for soil amendment as opposed to chemical fertilizers.

Discussion

2015-03-07

It was duly moved and seconded
THAT the Trail Maintenance Policy dated February 2015 be adopted as presented.

TRAIL MAINTENANCE
POLICY

Carried Unanimously

2015-03-08

It was duly moved and seconded
THAT the \$840.00 Recreation Grant authorized for Romp N' Run c/o April Hanna under council resolution 2014-26-06 be transferred to April Hanna c/o Romp N' Run

AUTHORIZE TRANSFER
OF GRANT RECIPIENT
FUNDS

Carried Unanimously

Activity reports for November 2014 to January 2015 were received from the Director of Community and Recreation Services, Parks and Community Development, Recreation and Facility Services, and the Transit Department.

ACTIVITY REPORTS
For Information Only

The Committee commended the increased numbers for the Canada Games Centre and the Transit Service and asked for additional details with respect to the use of the evening bus service.

Issues Arising from
the Activity Reports

Events including the Available Light Film Festival and the upcoming start of the Yukon Quest were highlighted by Committee members.

COMMUNITY EVENTS
For Information Only

Public Health and Safety Committee

2015-03-09

It was duly moved and seconded THAT Bylaw 2015-09, a bylaw to amend the All-Terrain Vehicle Bylaw, and Bylaw 2015-10, a bylaw to amend the Snowmobile Bylaw, be brought forward for due consideration under the bylaw process.

BRING FORWARD
AMENDMENTS TO
ALL-TERRAIN VEHICLE
AND SNOWMOBILE
BYLAWS

Carried Unanimously

Activity reports for November 2014 to January 2015 were received from Bylaw Services and the Fire Department.

ACTIVITY REPORTS
For Information Only

Development Services Committee

Activity reports for November 2014 to January 2015 were received from the Director of Development Services and the Economic Development and Environmental Sustainability Departments.

ACTIVITY REPORT
For Information Only

BYLAWS

2015-03-10

It was duly moved and seconded THAT Bylaw 2015-06, a bylaw to amend the Procedures Bylaw, having been read a first and second time, now be given third reading.

BYLAW 2015-06
PROCEDURES BYLAW
AMENDMENT
THIRD READING

2015-03-11

It was duly moved and seconded THAT Bylaw 2015-06 be amended before third reading by adding a new section 1 and renumbering the remaining sections accordingly. The new section 1 shall read as follows:

- “1. Procedures Bylaw 2013-22 is hereby amended by adding new sections 6 and 7 as follows and renumbering the remaining sections accordingly:

Amendment

“CONDUCT OF COUNCIL MEMBERS

6. All proceedings of council and the transaction of the business of council shall be done in a manner consistent with the principles of the *Code of Conduct for Council Members*.

.../continued

2015-03-11 (Continued)

7. The mayor and councillors will at all times:
- (1) be respectful of citizens, delegates at meetings, administration and each other, including being respectful of each other's right to hold different and diverse views; and
 - (2) reserve decisions until after public input, administrative input and council debate are completed; and
 - (3) act with impartiality and integrity; and
 - (4) make all decisions in the best interests of the community as a whole."

Amendment
(Continued)

Carried Unanimously

The MAIN MOTION as amended was then voted on and CARRIED UNANIMOUSLY

Vote on Main Motion

2015-03-12

It was duly moved and seconded
THAT Bylaw 2015-09, a bylaw to amend the All-Terrain Vehicle Bylaw, be given first reading.

Carried Unanimously

BYLAW 2015-09

ATV BYLAW
AMENDMENT

FIRST READING

2015-03-13

It was duly moved and seconded
THAT Bylaw 2015-09 be given second reading

Carried Unanimously

SECOND READING

2015-03-14

It was duly moved and seconded
THAT Bylaw 2015-10, a bylaw to amend the Snowmobile Bylaw, be given first reading.

Carried Unanimously

BYLAW 2015-10

SNOWMOBILE BYLAW
AMENDMENT

FIRST READING

2015-03-15

It was duly moved and seconded
THAT Bylaw 2015-10 be given second reading

Carried Unanimously

SECOND READING

2015-03-16

It was duly moved and seconded
THAT Bylaw 2015-01, a bylaw to amend the Zoning Bylaw with respect
to a number of miscellaneous edits, be given first reading.

Carried Unanimously

BYLAW 2015-01

ZONING AMENDMENT
Miscellaneous Edits

FIRST READING

2015-03-17

It was duly moved and seconded
THAT Bylaw 2015-07, a bylaw to amend the Zoning Bylaw to change
the zoning of the Casca Boulevard area of Whistle Bend Phase 3, be
given first reading

Carried Unanimously

BYLAW 2015-07

ZONING AMENDMENT
Whistle Bend Phase 3

FIRST READING

There being no further business, the meeting adjourned at 6:17 p.m.

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2015-



Minutes of the meeting of the Corporate Services Committee

Date	February 16, 2015
Location	Council Chambers, City Hall
Committee Members Present	Councillor Mike Gladish – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Betty Irwin Councillor Dave Stockdale Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations Norma Felker, Assistant City Clerk

Your Worship, the Corporate Services Committee respectfully submits the following report:

1. Automated Vote Counting System Bylaw

In election years council is required to pass bylaws to appoint a returning officer and regulate the conduct of the election. For the election scheduled for this coming October, administration is investigating the use of an electronic list of electors and an automated vote counting system. Under the *Municipal Act*, an additional bylaw approved by the minister is required if automated voting recorders or other devices will be used. Accordingly, a bylaw has been drafted that appoints a returning officer and provides for the use of an automated vote counting system. The bylaw describes the form of the ballot, procedures for voting, procedures, rules and requirements for counting and recounting the votes, and procedures and precautions to ensure that each elector votes only once in the election and is able to vote securely. The bylaw also describes the procedures, precautions and requirements for using an electronic list of electors.

Following first and second reading, the bylaw will be forwarded to the Minister for approval. Upon approval, the bylaw will come back to council for third reading and adoption. An additional bylaw to establish election procedures and otherwise regulate the conduct of the 2015 election will be brought forward at a later date.

Administration confirmed that the proposed system:

- would not change the amount of time required for an elector to vote;
- ensures the secrecy of the votes;
- incorporates backups to ensure the security of the data;
- follows all regular steps for counting the votes but speeds up the process; and
- would significantly improve the recount system if a recount is required.

Administration also confirmed that

- the bylaw enables the use of an automated vote counting system but does not commit the City to using such a system;
- connectivity would be required at each polling place to allow the use of an electronic list of electors, but would not be used as part of the proposed vote counting system; and
- a public hearing is not scheduled for this bylaw, but delegates may address council if they have any questions or concerns.

Recommendation

THAT Bylaw 2015-15, a bylaw to appoint a returning officer and provide for the use of an automated vote counting system for the 2015 municipal election, be brought forward for due consideration under the bylaw process.



Minutes of the meeting of the City Planning Committee

Date	February 16, 2015
Location	Council Chambers, City Hall
Committee Members Present	Councillor Kirk Cameron – Chair Councillor Dave Stockdale – Vice Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Mike Gladish Councillor Betty Irwin Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations Patrick Ross, Manager of Planning Services

Your Worship, the City Planning Committee respectfully submits the following report:

1. Zoning Amendment – Outdoor Sports Complex, Whistle Bend

The Government of Yukon has applied to rezone a parcel of land in Whistle Bend to allow for the development of an outdoor sports facility. The plan proposes three soccer pitches, a rubberized running track, and storage and programming buildings. Upon approval of the required zoning, the Yukon Government intends to construct and lease the facility to the Yukon Outdoor Sports Complex Association. It is anticipated that construction could begin this year and that the facility could be in use by 2016.

The proposed facility is compatible with the Official Community Plan designation for the area, subject to proper zoning. The site is adjacent to a school site and mixed residential development, similar to the softball complex on Range Road. The location is on the main bus route for Whistle Bend, and traffic impacts from other neighbourhoods accessing the facility will be reduced by the proximity of Casca Boulevard.

Steve Bartsch and Tony Gaw spoke in support of the application, providing details regarding the concept, design plans, proposed uses, and the expected benefits to the community that such a complex would provide. They explained that the primary proponent for the outdoor sports complex is a registered non-profit organization and not

a sport user group, but the Government of Yukon is the applicant for the required zoning amendment and will be the project manager for the build if the project goes ahead.

Committee members raised concerns regarding the proposed business plan, long-term funding and support for the operation and maintenance of the proposed facility, potential safety and security issues with respect to the type of turf proposed and public access to the complex, and the potential for the City to ultimately be required to assume responsibility for operating and maintaining the facility.

The City Manager was directed to request clarification from the Government of Yukon with respect to a number of issues including but not limited to:

- whether or not a public process has been conducted to assess the need and necessity for this project at this time;
- the timing of the proposed project in relation to the school that is planned adjacent to the site, and how the school will be able to access the facility;
- any plans for the proposed facility with respect to hosting potential major events in the future;
- the life costs of the proposed facility and the ultimate build-out; and
- any potential changes to funding for non-profit groups as a result of this project.

Recommendation

THAT Bylaw 2015-08, a bylaw to amend the zoning of a parcel of vacant land in Whistle Bend to allow for the development of an outdoor sports complex, be brought forward for due consideration under the bylaw process.

2. Lease Agreement – Pioneer Hotel 1

The Pioneer Hotel 1 is a designated municipal historic site owned by the City. The building was structurally stabilized and fully restored in 2010, and since then has been leased to Yukon Sourdough Rendezvous. The lease expires this spring, and the City issued a request for proposals to obtain a new lessee. The Yukon Film Society expressed an interest in leasing the building for the 2015 summer season. The Film Society is a non-profit organization with a mandate to support media art creation and presentation. The Society proposes to establish artist-work residencies for local and visiting artists, and also to host and present public engagement heritage interpretation activities that promote the historical character of the area.

The Yukon Film Society will offer a public amenity in Shipyards Park and serve to draw more residents and visitors to the waterfront. The alternative is to have the building sitting empty and closed to the public for the 2015 summer season. A trial period of a one-season lease is recommended. The Film Society has agreed to the proposed terms of the lease agreement, including the six-month lease term and the lease fee.

Recommendation

THAT Bylaw 2015-02, a bylaw to authorize an agreement with the Yukon Film Society with respect to the leasing of the building known as Pioneer Hotel 1 in Shipyards Park, be brought forward for due consideration under the bylaw process.

3. Heritage Grant Application – Heritage Fair

The Yukon Historical and Museums Association applied for \$2,000.00 from the Heritage Fund to support the 2015 Yukon-Stikine Heritage Fair. The goals of the Heritage Fair are consistent with the awareness component of the Heritage Fund Bylaw, and the City has supported the fair in previous years. The event presents an opportunity to learn and share ideas about the past, and will help to increase understanding of heritage issues within the greater Yukon community.

Recommendation

THAT a Heritage Fund grant in the amount of \$2,000.00 be approved to the Yukon Historical and Museums Association to support the 2015 Yukon–Stikine Heritage Fair.



Minutes of the meeting of the City Operations Committee

Date	February 16, 2015
Location	Council Chambers, City Hall
Committee Members Present	Councillor Betty Irwin – Chair Councillor Mike Gladish – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Dave Stockdale Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

Your Worship, there is no report from the City Operations Committee



Minutes of the meeting of the Community Services Committee

Date February 16, 2015

Location Council Chambers, City Hall

Committee Members Present Councillor John Streicker – Chair
Councillor Betty Irwin – Vice-Chair

Mayor Dan Curtis
Councillor Kirk Cameron
Councillor Jocelyn Curteanu
Councillor Dave Stockdale
Councillor John Streicker

Staff Present Christine Smith, City Manager
Robert Fendrick, Director of Corporate Services
Mike Gau, Director of Development Services
Brian Crist, Director of Infrastructure and Operations
Marc Boulerice, Parks Supervisor

Your Worship, the Community Services Committee respectfully submits the following report:

1. Communities in Bloom Initiative

The Canadian Capital Cities Organization has requested that the City of Whitehorse participate in the 2017 National Gardens Celebration. This project commemorates Canada's 150th birthday and is designed to celebrate Canada's garden heritage in diverse landscapes across Canada.

The City has been asked to provide input into the project to support applications for funding from Canadian Heritage and other potential sponsors. In addition, the City's participation would include the construction of a garden, dependent on funding.

Whitehorse has a number of Priority A park or garden areas that could be enhanced as part of the 2017 initiative. There may also be an opportunity, if funding is available, to design a garden area for the new service building to further compliment the City Hall garden areas. If funding is not available, modest enhancements to existing garden areas could be done for this celebration.

Recommendation

THAT administration be authorized to send confirmation to the Canadian Capital Cities Organization of the City's interest in participating in the Communities In Bloom National Garden Celebration in 2017.

2. Community Events – For Information Only

Committee members commended a number of recent community events including the Yukon Quest, the Available Light Film Festival, Chinese New Year celebrations at the Kwanlin Dün Cultural Centre, and the 50th Anniversary of the Canadian Flag. Members also showed their support for Rendezvous by attending the meeting in period costume.

A writing contest in support of World Literacy was announced, and students in grades 5 to 8 were encouraged to participate in World Literacy Canada's 2015 *Write for a Better World* contest.



Minutes of the meeting of the Public Health and Safety Committee

Date	February 16, 2015
Location	Council Chambers, City Hall
Committee Members Present	Councillor Dave Stockdale – Chair Councillor John Streicker – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Mike Gladish Councillor Betty Irwin
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

Your Worship, the Public Health and Safety Committee respectfully submits the following report:

1. **Mayor's Awards** – For Information Only

The Persons with Disabilities Advisory Committee is seeking nominees for Mayor's Awards in the categories of Self-advocacy, Outstanding Service, Barrier-free Access, and Good Samaritan. Information about the awards and nomination forms are available on the City's website.



Minutes of the meeting of the Development Services Committee

Date	February 16, 2015
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Kirk Cameron – Vice Chair Mayor Dan Curtis Councillor Mike Gladish Councillor Betty Irwin Councillor Dave Stockdale Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

Your Worship, the Development Services Committee respectfully submits the following report:

1. **Motorways Area Development** – For Information Only

Mel Johnson and Luanne Baker-Johnson addressed the Committee regarding a glass blowing studio they are building in the Motorways area. Lumel Studios is a community-based studio that will encourage residents and visitors to view the production of hot glass and participate in workshops to create hot glass pieces. The studio will support glass blowing demonstrations, instructor-led workshops, and community commissioned work, and is the first phase of a plan for a multimedia studio and apartment complex. Mr. Johnson noted that they are working with administration regarding the service line to the property. He suggested that the existing service is undersized for the vision and intended uses of the Motorways area, and noted that it will be very expensive to fix.

2. **Sustainability Award** – For Information Only

Deputy Mayor Streicker presented the Sustainable Communities Award received by the City of Whitehorse for implementation of the Solid Waste Action Plan. The award was presented at the 2015 Sustainable Communities Conference.

There being no further business, the meeting adjourned at 8:26 p.m.

CITY OF WHITEHORSE

BYLAW 2015-09

A bylaw to amend the All-Terrain Vehicle Bylaw

WHEREAS council adopted a bylaw to regulate the control, operation and use of all-terrain vehicles in the City of Whitehorse; and

WHEREAS section 220 of the *Municipal Act* provides for the amendment of bylaws; and

WHEREAS it is deemed necessary and expedient that the All-Terrain Vehicle Bylaw be amended in response to changes in territorial legislation;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Throughout the body of Bylaw 2012-21, all references to the Manager of Parks and Recreation are hereby changed to read, "Manager of Parks and Community Development".
2. Section 3 of Bylaw 2012-21 is hereby amended by adding three new definitions as follows:

"CERTIFICATE OF REGISTRATION" means a certificate issued under section 45 of the *Motor Vehicle Act* or any future amended provisions dealing with the registration of ATVs.

"OPERATOR'S LICENCE" means a driver's licence issued under the *MVA*, or a class 7 learner's licence under listed conditions;

"PRESCRIBED SAFETY HELMET" means a safety helmet prescribed by the *MVA* or *MVA Regulations*.
3. Section 3 of Bylaw 2012-21 is hereby amended by deleting the existing definition for "fee" and substituting a new definition as follows:

"FEE" means a fee as set out in the City's Fees and Charges Bylaw as amended from time to time
4. Section 5 of Bylaw 2012-21 is hereby deleted and replaced by a new section 5 as follows:

"5. In addition to satisfying all requirements of the *MVA*, in particular to Part 13.1 relating to operating an off-road vehicle on a maintained roadway, no person shall operate an ATV in any area of the City of Whitehorse unless that person:

 - (1) holds a valid operator's license that has been issued for the operation of a motor vehicle; and
 - (2) has ensured that there is a current subsisting certificate of registration issued pursuant to the *MVA* in respect of the ATV, and

ATV Amendment Bylaw 2015-09

- that the registration plate is attached to the ATV with the current registration sticker affixed; and
- (3) has a valid policy of public liability/property damage insurance in the minimum amount of \$200,000.00 for the operation of the ATV, for bodily injury or death of any one person, and for loss or damage to property resulting from any one accident, the specifics of which are detailed in the MVA in relation to off-road vehicles being operated on a maintained roadway as defined by the MVA, and the proof of which shall be on an insurance card; and
 - (4) has a valid Safe ATV Card unless such person is not a resident of the City and is in the City's jurisdiction for a period of less than two weeks; and
 - (5) including any passenger, is wearing a prescribed safety helmet attached firmly to his or her head."
5. Sections 7 and 8 of Bylaw 2012-21 are hereby deleted and new sections 7 and 8 substituted therefore as follows:
- "7. A person who operates an ATV is guilty of an offence if, on demand of a Designated Officer, he or she fails to produce any of the following:
- (1) a valid operator's license as required by this bylaw;
 - (2) a valid certificate of registration in respect of the ATV;
 - (3) a valid insurance card in respect of the ATV; and
 - (4) a valid Safe ATV Card as required by this bylaw."
- "8. If a person produces an operator's license, certificate of registration in respect of an ATV, an Insurance Card and/or a Safe ATV Card that is illegible, mutilated, defaced or altered, such person, upon demand of the Designated Officer, shall produce a properly issued duplicate of such card or cards by a date determined by the Designated Officer."
6. Bylaw 2012-21 is hereby amended by adding a new section 9 and renumbering the remaining sections accordingly. The new section 9 shall read as follows:
- "9. The *MVA Equipment Regulations* apply to ATVs operated within the City of Whitehorse, notwithstanding that the ATV is being operated on a surface other than a maintained roadway, and references to a motor vehicle or vehicle in the *Equipment Regulations* includes an ATV for the purposes of this bylaw, unless a provision specifically excepts or refers to ATVs."
7. Bylaw 2012-21 is hereby amended by adding a new section 20 and renumbering the remaining sections accordingly. The new section 20 shall read as follows:
- "20. Any ATV being operated anywhere within the City of Whitehorse shall comply with the requirements in PART 13.1 of the *MVA* respecting the operation of off-road vehicles on a maintained roadway, notwithstanding that the ATV is being operated on a surface other than a maintained roadway."

ATV Amendment Bylaw 2015-09

8. Schedule "D" of Bylaw 2012-21, the Schedule of Voluntary Fines, is hereby deleted and replaced by a new Schedule "D" attached hereto as Appendix "A" and forming part of this bylaw.
9. This bylaw shall come into full force and effect upon final passage thereof.

FIRST and SECOND READING: February 9, 2015

THIRD READING and ADOPTION:

Mayor

City Clerk

ATV Amendment Bylaw 2015-09

APPENDIX "A"

SCHEDULE "D" VOLUNTARY FINES

<u>Authority</u>	<u>Description of Offence</u>	<u>Penalty</u>
Section 5 (1)	Operate ATV without valid operator's license	\$300.00
Section 5 (2)	Operate ATV without certificate of registration	\$300.00
Section 5 (3)	Operate ATV without insurance	\$500.00
Section 5 (4)	Operate ATV without Safe ATV card	\$150.00
Section 5 (5)	Operate ATV without a helmet	\$300.00
Sections 7 & 8	Fail to produce required documents or duplicates	\$150.00
Section 9	Fail to have required equipment	\$150.00
Section 10	Tow without rigid tow bar	\$150.00
Section 11	No capable operator on towed ATV	\$150.00
Section 12	Operate ATV with no exhaust suppression or with altered exhaust	\$150.00
Section 13	Operate ATV on motorized multi-use trail outside prescribed season	\$300.00
Section 14	Operate ATV in prohibited area	\$300.00
Section 14	Operate ATV in prohibited area (second offence)	\$500.00
Section 15	Operate ATV on private property without permission	\$150.00
Section 16 (1 – 4)	Operate ATV for snow clearing contrary to bylaw	\$50.00
Section 17 (1)&(2)	Driver not proceeding by most direct route	\$150.00
Section 17 (1)&(2)	Driver not proceeding by most direct route (second offence)	\$300.00
Section 17 (3)	Fail to drive as near as practical to right hand edge of roadway	\$150.00
Section 17 (4)	Drive over 30 kilometres per hour on roadway	\$150.00
Section 17 (4)	Drive over 30 kilometres per hour on roadway (second offence)	\$300.00
Section 17 (5)	Drive ATV in area without permit or permission	\$300.00
Section 20	Fail to comply with ATV operating requirements	\$150.00
Section 21	Operate ATV without due care and attention	\$300.00
Section 22	Fail to pass in safe manner	\$500.00
Section 23 (1)	Fail to operate at a reasonable and safe speed	\$150.00
Section 23 (2)	Operate at a speed greater than 50 kilometres per hour	\$150.00
Section 24 (1)	Fail to bring ATV to complete stop	\$150.00
Section 24 (2)	Fail to cross roadway safely	\$150.00
Section 24 (3)	Fail to yield to pedestrians or traffic before crossing roadway	\$150.00
Section 24 (4)	Fail to cross roadway at an angle of 90 degrees	\$500.00
Section 25	Fail to yield right of way to pedestrians	\$150.00
Section 27	Operate ATV within 500 metres of residence at night	\$150.00
Section 28	Cause damage with ATV	\$300.00
Section 29	Place object that creates hazard	\$500.00
Section 32	Erect device that interferes with traffic control device	\$500.00
Section 33	Hold special event without permit	\$300.00

ATV Amendment Bylaw 2015-09

<u>Authority</u>	<u>Description of Offence</u>	<u>Penalty</u>
Section 34	Dealership operates ATV in downtown area without permit	\$150.00
Section 36	Fail to abide by conditions of permit	\$150.00
Section 38 (1)	Fail to bring ATV to stop for designated officer	\$500.00
Section 38 (2)	Fail to furnish information to designated officer	\$500.00
Section 38 (3)	Fail to remain stopped	\$500.00
Section 38 (4)	Fail to comply with request or direction of designated officer	\$500.00

CITY OF WHITEHORSE

BYLAW 2015-10

A bylaw to amend the Snowmobile Bylaw

WHEREAS council adopted a bylaw to regulate the control, operation and use of snowmobiles in the City of Whitehorse; and

WHEREAS section 220 of the *Municipal Act* provides for the amendment of bylaws; and

WHEREAS it is deemed necessary and expedient that the Snowmobile Bylaw be amended in response to changes in territorial legislation;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Throughout the body of Bylaw 2012-01, all references to the Manager of Parks and Recreation are hereby changed to read, "Manager of Parks and Community Development".

2. Section 3 of Bylaw 2012-01 is hereby amended by adding three new definitions as follows:

"CERTIFICATE OF REGISTRATION" means a certificate issued under section 45 of the *Motor Vehicle Act* or any future amended provisions dealing with the registration of snowmobiles.

"OPERATOR'S LICENCE" means a driver's licence issued under the *MVA*, or a class 7 learner's licence under listed conditions;

"PRESCRIBED SAFETY HELMET" means a safety helmet prescribed by the *MVA* or *MVA Regulations*.

3. Section 3 of Bylaw 2012-01 is hereby amended by deleting the existing definition for "fee" and substituting a new definition as follows:

"FEE" means a fee as set out in the City's Fees and Charges Bylaw as amended from time to time

4. Section 5 of Bylaw 2012-01 is hereby deleted and replaced by a new section 5 as follows:

"5. In addition to satisfying all requirements of the *MVA*, in particular to Part 13.1 relating to operating a snowmobile on a maintained roadway, no person shall operate a snowmobile in any area of the City of Whitehorse unless that person:

(1) holds a valid operator's license that has been issued for the operation of a motor vehicle; and

Snowmobile Amendment Bylaw 2015-10

- (2) has ensured that there is a current subsisting certificate of registration issued pursuant to the MVA in respect of the snowmobile, and that the registration plate is attached to the snowmobile with the current registration sticker affixed; and
 - (3) has a valid Safe Snowmobiler Card unless such person is not a resident of the City and is in the City's jurisdiction for a period of less than two weeks; and
 - (4) has a valid policy of public liability/property damage insurance in the minimum amount of \$200,000.00 for the operation of the ATV, for bodily injury or death of any one person, and for loss or damage to property resulting from any one accident, the specifics of which are detailed in the MVA in relation to off-road vehicles being operated on a maintained roadway as defined by the MVA, and the proof of which shall be on an insurance card; and
 - (5) including any passenger or passenger of a trailer being towed by the snowmobile, is wearing a prescribed safety helmet attached firmly to his or her head."
5. Sections 8 and 9 of Bylaw 2012-01 are hereby deleted and new sections 8 and 9 are substituted therefore as follows:
 - "8. Everyone who operates a snowmobile shall carry a valid operator's license, a valid certificate of registration with respect to the snowmobile, a valid Insurance Card, and a valid Safe Snowmobiler Card with them at all times while operating a snowmobile, and shall produce any or all of these documents for inspection on demand of a Designated Officer.
 - (1) If a person produces an operator's license, certificate of registration in respect of a snowmobile, an Insurance Card and/or Safe Snowmobiler Card that is illegible, mutilated, defaced or altered, such person, upon demand of the Designated Officer, shall produce a properly issued duplicate of such card or cards by a date determined by the Designated Officer."
 - "9. A person who operates a snowmobile is guilty of an offence if, on demand of a Designated Officer, he or she fails to produce any of the following:
 - (1) a valid operator's license as required by this bylaw;
 - (2) a valid certificate of registration in respect of the snowmobile;
 - (3) a valid insurance card in respect of the snowmobile; and
 - (4) a valid Safe Snowmobiler Card as required by this bylaw."

Snowmobile Amendment Bylaw 2015-10

6. Bylaw 2012-01 is hereby amended by adding a new section 10 and renumbering the remaining sections accordingly. The new section 10 shall read as follows:
“10. The *MVA Equipment Regulations* apply to snowmobiles operated within the City of Whitehorse, notwithstanding that the snowmobile is being operated on a surface other than a maintained roadway, and references to a motor vehicle or vehicle in the *Equipment Regulations* includes a snowmobile for the purposes of this bylaw unless a provision specifically excepts or refers to snowmobiles.”
7. Bylaw 2012-01 is hereby amended by adding a new section 20 and renumbering the remaining sections accordingly. The new section 20 shall read as follows:
“20. Any snowmobile being operated anywhere within the City of Whitehorse shall comply with the requirements in PART 13.1 of the *MVA* respecting the operation of off-road vehicles on a maintained roadway, notwithstanding that the snowmobile is being operated on a surface other than a maintained roadway.”
8. Schedule “D” of Bylaw 2012-01, the Schedule of Voluntary Fines, is hereby deleted and replaced by a new Schedule “D” attached hereto as Appendix “A” and forming part of this bylaw.
9. This bylaw shall come into full force and effect upon final passage thereof.

FIRST and SECOND READING: February 9, 2015

THIRD READING and ADOPTION:

Mayor

City Clerk

Snowmobile Amendment Bylaw 2015-10

APPENDIX "A"

SCHEDULE "D" VOLUNTARY FINES

<u>Authority</u>	<u>Description of Offence</u>	<u>Penalty</u>
Section 5 (1)	Operate snowmobile without valid operator's license	\$300.00
Section 5 (2)	Operate snowmobile without certificate of registration	\$300.00
Section 5 (3)	Operate snowmobile without Safe Snowmobiler card	\$150.00
Section 5 (4)	Operate snowmobile without insurance	\$500.00
Section 5 (5)	Operate snowmobile without a helmet	\$300.00
Section 8 & 8(1)	Fail to produce required documents or duplicates	\$150.00
Section 9 (1)	Fail to produce valid operator's license	\$150.00
Section 9 (2)	Fail to produce valid certificate of registration	\$150.00
Section 9 (3)	Fail to produce valid insurance card	\$150.00
Section 9 (4)	Fail to produce valid Safe Snowmobiler card	\$150.00
Section 10	Fail to have required equipment	\$150.00
Section 11	Tow without rigid tow bar	\$150.00
Section 12	No capable operator on towed snowmobile	\$150.00
Section 13	Operate snowmobile with no exhaust suppression or altered exhaust	\$150.00
Section 15	Operate snowmobile in prohibited area	\$300.00
Section 15	Operate snowmobile in prohibited area (second offence)	\$500.00
Section 16 (1)&(2)	Driver not proceeding by most direct route	\$150.00
Section 16 (1)&(2)	Driver not proceeding by most direct route (second offence)	\$300.00
Section 16 (3)	Fail to drive as near as practical to right hand edge of roadway	\$150.00
Section 16 (4)	Drive over 30 kilometres per hour on roadway	\$150.00
Section 16 (4)	Drive over 30 kilometres per hour on roadway (second offence)	\$300.00
Section 19	Drive snowmobile in area without permit or permission	\$300.00
Section 20	Fail to comply with snowmobile operating requirements	\$150.00
Section 21 (1)	Operate snowmobile contrary to a traffic control device	\$150.00
Section 21 (2)	Operate snowmobile on private property without owner's consent	\$150.00
Section 21 (2)	Operate snowmobile on private property without consent (2 nd offence)	\$300.00
Section 21 (3)	Operate a snowmobile so as to create an annoyance to residents	\$150.00
Section 21 (3)	Create an annoyance residents (2 nd offence)	\$300.00
Section 22	Fail to pass in safe manner	\$500.00
Section 23	Operate at a speed greater than 50 kilometres per hour	\$150.00
Section 24	Damage vegetation or ground	\$300.00
Section 25 (1)	Fail to bring snowmobile to complete stop	\$150.00
Section 25 (2)	Fail to yield right of way before crossing roadway	\$150.00
Section 25 (3)	Fail to cross roadway at angle of 90 degrees	\$150.00
Section 25 (4)	Fail to cross roadway safely	\$500.00
Section 26	Fail to yield right of way to pedestrians	\$150.00

Snowmobile Amendment Bylaw 2015-10

<u>Authority</u>	<u>Description of Offence</u>	<u>Penalty</u>
Section 30	Operate snowmobile in closed area	\$300.00
Section 34	Erect device that interferes with traffic control device	\$500.00
Section 35	Hold special event without permit	\$300.00
Section 36	Dealership operates snowmobile in downtown area without permit	\$150.00
Section 38 & 39	Fail to abide by conditions of permit	\$150.00
Section 38 & 39	Fail to abide by conditions of permit (2 nd offence)	\$300.00
Section 40 (1)	Fail to bring snowmobile to stop for designated officer	\$500.00
Section 40 (2)	Fail to furnish information to designated officer	\$500.00
Section 40 (3)	Fail to remain stopped	\$500.00
Section 40 (4)	Fail to comply with request or direction of designated officer	\$500.00

CITY OF WHITEHORSE

BYLAW 2015-02

A bylaw to authorize a lease agreement

WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS council deems it desirable to enter into an agreement with the Yukon Film Society for the lease of the Heritage Building known as Pioneer Hotel 1, also known as the Jenni House, and a parcel of land surrounding the said property for a five month period from May 1, 2015 to and including October 31, 2015;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a lease agreement with the Yukon Film Society with respect to those portions of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO and Block 330, Plan 2003-0151 LTO, in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

City Clerk



Bylaw 2015-02

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with the Yukon Film Society with respect to the heritage property known as the Pioneer Hotel 1, comprising approximately 0.017 hectares in area.

LEGEND



SUBJECT AREAS

THIS LEASE AGREEMENT, made the ___ day of _____, 2015 in triplicate, to be effective as of and from the 1st day of May, 2015.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act*

(the “Lessor”).

AND:

Yukon Film Society,

(the “Lessee”).

W H E R E A S:

- A. The Lessor is the tenant of the Lands as described in Paragraph 1.1(a) herein pursuant to a License of Occupation (Disposition Number 2009-3080) with the Government of Yukon (the “License of Occupation”);
- B. The Lessee will occupy the building known as the Pioneer Hotel 1 – also known as the Jenni House – which the Lessee will operate for an artist residency program and for heritage interpretation activities (the “Premises”);
- C. The Premises are situated on the Lands and the Lessee desires to enter into a Lease agreement with the Lessor in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor, being licensee of the Government of Yukon under the License of Occupation, does hereby demise and lease unto the Lessee on the terms and conditions herein contained, the Premises and that parcel of land more particularly described as follows:

- (a) That portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory; and
- (b) That portion of Block 330, Plan 2003-0151 LTO, City of Whitehorse, Yukon Territory;

Comprising approximately 0.017 hectares more or less and shown outlined in red in the sketch attached hereto as Schedule “A” (the “Lands”)

1.2 Term

To have and to hold the Lands and Premises, within which the Lessee will operate for an artist residency program and other heritage interpretation programs, for and during the term of this Lease for a period of five (5) months, commencing May 1, 2015 up to and including October 31, 2015.

1.3 Rent

Yielding and paying therefore during the term hereof unto the Lessor the sum of Five Hundred dollars (\$500) for the term of May 1 to October 31, plus Goods and Services Tax, of lawful money of Canada to be paid in advance of the first day of the lease term.

1.4 Additional Rent

The Lessee shall pay to the Lessor as additional rent, the following:

- (a) *Taxes* - All real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Land.

If eligible, the Lessee may apply for any real property tax grants or rebates that may be made available pursuant to any City of Whitehorse bylaws or policies that may be in effect from time to time. The Lessee acknowledges that the right of the Lessee to receive any requested grant or rebate of real property taxes may be subject to City of Whitehorse Council approval and Council, in its sole and unfettered discretion, may elect not to provide a requested grant or rebate or may elect to only provide a partial grant or rebate of the real property taxes assessed against the Land in any given year.

In the event that City Council elects not to provide a requested grant or rebate of real property taxes or provides only a partial grant or rebate, the Lessee shall be responsible to pay all or such remaining real property taxes assessed against the Land in each year.

In addition, any capital improvements which are undertaken at the request of the Lessee and which are constructed by the Lessor on the condition that the capital improvements be paid for by way of local improvement taxes, shall be paid by the Lessee;

- (b) *Insurance* - The cost of all insurance premiums paid for by the Lessor in the event that the Lessee does not pay the premiums of insurance as required by Paragraph 5.4 herein; and
- (c) *Utilities* - All rates and charges for utilities that are not billed separately to the Lessee and that are paid for by the Lessor.

(collectively referred to as “Additional Rent”).

1.5 Payment of Additional Rent

The Lessee shall pay such amount of Additional Rent in five equal monthly instalments, in advance, in the same manner as rent. At the end of such period, the Lessor shall furnish to the Lessee a statement showing the actual amount of additional rent together with such evidence in support thereof as the Lessee may reasonably require. If an overpayment has been made by the Lessee, the Lessor shall credit such amount to the ensuing period, or if there is no ensuing period, such amount shall be repaid to the Lessee and if an amount remains owing to the Lessor, the Lessee shall pay the same forthwith to the Lessor.

1.6 Carefree Lease

The Lessee acknowledges that it is intended that this Lease be a net-net lease for the Lessor and that all and every cost, expense, charge or out lay of any nature whatsoever in any way related to the Lands and Premises or their occupancy by the Lessee shall be borne by the Lessee excepting as otherwise expressly provided herein.

1.7 Heritage Integrity

The Lessor and Lessee hereby recognize that the Pioneer Hotel 1 (Jenni House) is a heritage building and that the historic integrity, especially the exterior, must be maintained. Any alterations, repairs, or applications for signage must receive prior approval from the Lessor.

1.8 Parking

The Lessee, their employees and any other individuals associated with the programs and activities associated with the building shall use the designated public parking area in the Shipyards Park parking lot for vehicle parking. The parking spaces are on a first-come, first-serve basis, with no reserved spaces. Vehicles are prohibited from driving and parking on any other land in Shipyards Park, unless there are exceptional circumstances and the Lessee has received verbal permission from the Lessor.

1.9 Access

The Lessee agrees that vehicles shall not drive or park on any portion of Lot 8 (Remainder), Group 5 (804), Plan 20502 LTO, City of Whitehorse, Yukon Territory without prior verbal permission from the Lessor.

1.10 Special Events

The Lessor and Lessee hereby recognize that special events and festivals will be occurring in Shipyards Park during the lease term, which may limit the availability of parking and compromise access to the Lands and Premises. The Lessor shall make every reasonable effort to ensure that access to the Lands and Premises is maintained during special events and festivals. In the event that access will be unable to be maintained to the Lands and Premises as a result of any special event or festival, the Lessor shall notify the Lessee in advance of the special event or festival (not to include any regular events such as the weekly Fireweed Market).

2. Covenants of Lessee

2.1 Promises of Lessee

The Lessee covenants and agrees with the Lessor as follows:

- (a) *Rent* - The Lessee shall during the terms of this lease or any renewal thereof pay to the Lessor the rent hereby reserved, and all other sums to be paid by the Lessee hereunder in the manner herein provided without any deduction whatsoever. The Lessee shall produce to the Lessor from time to time, at the request of the Lessor, satisfactory evidence of the due payment by the Lessee of all other payments required to be made by the Lessee under this lease;
- (b) *Repair* - The Lessee shall well and sufficiently repair, maintain, amend and keep the Lands and Premises in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Lessor is insured (the "Lessee Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Lessor, its employees, agents or invitees;
- (c) *Notice to Repair* - The Lessor and its agents may at all reasonable times enter the Lands and Premises to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is left at the Lands and Premises, the Lessee shall well and sufficiently repair and make good according to such notice within 15 days from the date on which such notice is left at the Lands and Premises, subject to the Lessee Repair Exceptions;

- (d) *Care of Lands and Premises* - The Lessee shall take good care of the Lands and Premises and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands and Premises in such condition;
- (e) *Utilities* - The Lessee shall pay when due all rates and charges for electricity, water, sewer, telephone, cable, heating fuel, internet and any other utilities supplied to or used on or in the Lands and Premises as separately metered or separately invoiced by the supplier(s), including any utilities as supplied by the Lessor;
- (f) *Removal of Garbage* – The Lessee shall arrange at their cost for regular garbage collection of all garbage arising from the operation of the Lessee’s business or their occupation of the Lands and Premises. The Lessee shall also be responsible for cleaning all garbage and refuse from within the Lands and Premises which includes all areas within 3 metres of the building;
- (g) *Business Taxes* - The Lessee shall pay when due all business taxes payable by the Lessee in respect of the Lessee's occupancy of the Lands and Premises;
- (h) *Assignment and Subleasing* - The Lessee shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, without the prior written consent of the Lessor, which consent may be arbitrarily and unreasonably withheld;
- (i) *Use of Lands and Premises* - The Lessee shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than for artist residency and heritage interpretation purposes, or such other uses as are approved in writing by the Lessor. The Lessee may make application for temporary events outside the boundaries of the Lands and Premises, so long as they obtain written approval from the Lessor, whose consent may be arbitrarily and unreasonably withheld;
- (j) *Nuisance* - The Lessee shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (k) *Insurance Risk* - The Lessee shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands and Premises, including any regulations of fire insurance underwriters applicable to such policy. The Lessee shall ensure that all activities

carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Lessee and the Lessor have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Lessee;

- (l) *By-Laws* - The Lessee shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands and Premises, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands and the Premises;
- (m) *Alterations* - The Lessee shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Lessor, and the Lessor may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Lessor;
- (n) *Fixtures* – All alterations, additions, improvements and fixtures to, in or upon the Lands and Premises including everything attached to any part of the Lands and Premises, other than the Lessee’s trade fixtures, machinery, plant and equipment, shall become the property of the Lessor and shall remain on the Lands and Premises at the expiration or earlier termination of the term, subject to such exceptions that the Lessor may consent to in writing;
- (o) *Removal of Goods, Chattels, or Fixtures* - The Lessee shall not remove from the Lands and Premises any goods or chattels moved into the Lands and Premises, except in the normal course of business, until all rent and other payments due or to become due during the term of this Lease are fully paid;
- (p) *No Permanent Structures* - The Lessee shall not construct, install or erect any permanent structures or buildings on the Lands or additions to the Premises without the express written consent of the Lessor;
- (q) *Builder's Liens* - The Lessee shall promptly pay all charges incurred by the Lessee for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any builder's lien to be registered against the Lands and if any such lien should be so registered the Lessee shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Lessor, the Lessor may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Lessor together with interest thereon from the date of payment. Provided that in the event of

a bona fide dispute by the Lessee of the validity or correctness of any such claim of lien, the Lessee shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Lessor may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Lessee shall immediately pay any judgment in respect thereof against the Lessor, including all proper costs and charges incurred by the Lessor and the Lessee in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Lessor;

- (r) *Inspection* - The Lessee shall permit the Lessor or any other person authorized by the Lessor to inspect the Lands and Premises at all reasonable times;
- (s) *Re-letting* – The Lessee shall permit the Lessor, at any time within 90 days prior to the expiration of the terms hereby granted, upon 24 hours notice to the Lessee, to enter upon the Premises at all reasonable hours for the purpose of offering the same for rent and exhibiting the same to prospective tenants and to place and keep upon the Premises, signs advertising the premises for rent;
- (t) *Maintenance* - The Lessee shall permit the Lessor to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands and Premises;
- (u) *Vacant Possession* - The Lessee shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and Premises in the condition required herein and deliver to the Lessor all keys, operation manuals, logs and such documents as are reasonably requested which relate to the Lands and Premises.

3. Covenants of Lessor

3.1 Promises of Lessor

The Lessor covenants with the Lessee as follows:

- (a) *Quiet Enjoyment* - The Lessee, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the terms of this Lease or any renewal thereof without interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor;

- (b) *Repairs* – The Lessor shall make any necessary repairs to any structural defects or weaknesses in the Premises not caused by the Lessee, its agents, employees or invitees and, in so doing, shall, to the extent possible, not unduly disrupt the Lessee’s business;
- (c) *Vandalism* – The Lessor shall make any repairs to the exterior of the Premises resulting from vandalism of the Premises including the removal of spray paint and graffiti;
- (d) *HVAC Systems* – The Lessor shall be responsible for major repairs to or any required replacements of any heating, ventilation and air conditioning (HVAC) systems in the Premises not caused by the lessee, its agents, employees or invitees and, in doing such work, the Lessor shall to the extent possible, not unduly disrupt the Lessee’s business; and
- (e) *Grounds* – The Lessor shall provide lawn care and maintenance for all that portion of the Lands not occupied by buildings.

4. Rights and Remedies of the Lessor

4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Lessee continues for 30 days after written notice thereof has been given by the Lessor to the Lessee, then it shall be lawful for the Lessor at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Lessor re-enters the Lands and Premises by reason of the default of the Lessee prior to the expiry of the term of this lease, the Lessee will be liable to the Lessor for the amount of rent for the remainder of the term as if such re-entry had not been made, less the actual amount received by the Lessor after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Lessor's costs of reletting the Lands.

4.2 Right of Termination

Upon the Lessor becoming entitled to re-enter upon the Lands and Premises, the Lessor shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Lessee and thereupon rent shall be apportioned and paid to the date of such determination and the Lessee shall forthwith deliver up possession of the Lands and Premises and the Lessor may re-enter and take possession of the same.

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands and Premises become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Lessor become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Distress

Whensoever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, the Lessor may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands and Premises without being liable in any action in respect thereof, or for any loss or damage occasioned thereby and the Lessee hereby expressly releases the Lessor from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Lessee in connection therewith.

4.5 Distress not Waiver

The exercise by the Lessor of its right of distraint for a breach or breaches by the Lessee shall not act as a waiver of such breach or breaches and the Lessor may, at its sole and unfettered discretion, after distraining or during a distraint after seizing and before the disposal of the distrained goods has been completed, exercise any of its other remedies hereunder provided or provided by law or in equity without affecting the distraint, whether completed or not, and, if not completed, the Lessee hereby agrees that the Lessor may complete the distraint whether or not the Lessee has determined this Lease.

4.6 Non-waiver

The waiver by the Lessor of any breach by the Lessee of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent act, similar or otherwise, by the Lessee.

4.7 Lessor's Right to Perform

If the Lessee fails to perform any of the covenants or obligations of the Lessee under or in respect of this Lease, the Lessor may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands and Premises to do such things and all expenses incurred and expenditures made by or on behalf of the Lessor shall be paid forthwith by the Lessee to the Lessor and if the Lessee fails to pay the same the Lessor may add the same to the rent and recover the same by all remedies available to the Lessor for the recovery of rent in arrears; provided that if the Lessor commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Lessor shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.8 Interest

The Lessee shall pay to the Lessor interest at 1.5% per month being 19.62% per annum on all overdue payments of rent and other sums required to be paid under this Lease, from the date upon which the same were due until actual payment thereof.

4.9 Status as a Society

In the event the Lessee is dissolved, wound up or struck from the Corporate Registry, fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, or is otherwise no longer a not-for-profit society or organization, the Lessor shall have the absolute right to terminate this Lease upon giving the Lessee written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Lands and Premises shall become the sole property of the Lessor.

5. Indemnification

5.1 Indemnity by Lessee

Except for or in respect of events caused by the Lessor's actions, or those for who it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the Term, the Lessee shall indemnify the Lessor and all of its servants, agents, employees, contractors, invitees and persons for whom the Lessor is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Lessee of any of the provisions of this Lease;
- (b) any act or omission of the Lessee of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Lessee is in law responsible on the Lands and Premises;
- (c) any injury, death or damage to persons or property of the Lessee or its members, servants, agents, employees, customers, invitees, contractors or any other persons on the Lands and Premises by or with the invitation, license or consent of the Lessee;
- (d) any damage, destruction or need of repair to any part of the Premises caused by any act or omission of the Lessee or its members, servants, agents, employees, customers, invitees, contractors, or persons for whom the Lessee is in law responsible, notwithstanding any other provisions of this Lease; and
- (e) any latent or patent defect in the Lands and Premises;

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Lessor incurs liabilities, claims, damages, losses and expenses which are not paid by the Lessee or acknowledged by the insurer of the Lessee, within one year of written demand being made by the Lessor for indemnity pursuant to the provisions herein, this Lease shall terminate.

5.2 Indemnity by Lessor

Except for or in respect of events caused by the Lessee's actions, or those for whom it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the term of this Lease, the Lessor shall indemnify the Lessee and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Lessee is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Lessor of any of the provisions of this Lease;
- (b) any act or omission of the Lessor or any of its servants, agents, employees, contractors or persons for whom the Lessor is in law responsible on the Lands and Premises; and
- (c) any injury, death or damage to persons or property of the Lessor or its servants, agents, employees, contractors or any other persons on the Lands and Premises by or with the invitation or consent of the Lessor;

except for any latent or patent defect in the Lands and Premises, and this Indemnity shall survive the expiration or earlier termination of this Lease.

5.3 Lessor Unable to Perform

Whenever and to the extent that the Lessor shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work by reason of being unable to obtain the material goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike or lock-out or any statute, law, or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board or any governmental department or officer or other authority or by reason of any cause beyond its control either of the foregoing character or not, the Lessor shall be relieved from the fulfilment of such obligation and the Lessee shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

5.4 Liability Insurance

The Lessee shall provide and maintain in such form and to such extent and with such companies as required by the Lessor, public liability insurance in the minimum amount of \$2,000,000.00 for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance shall be increased by the Lessee upon the written request of the Lessor. Such policy shall designate both the Lessor and the Lessee as the insured and provide that the same cannot be cancelled without at least 15 days prior written notice to the Lessor. The Lessee shall deposit with the Lessor a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy. The Lessee's insurance shall be in effect for the duration of the lease term.

5.5 Contents Insurance

The Lessee shall provide and maintain their own insurance for the contents of the Premises. The Lessee's contents insurance shall be in effect for the duration of the lease term.

5.6 Condition of Lands and Premises

The Lessee will examine the Lands and Premises before taking possession thereof under this Lease and unless the Lessee has furnished the Lessor with notice in writing specifying any defects in the construction or condition of the Lands and Premises, the Lessee shall conclusively be deemed to have examined the Lands and Premises and to have found the Lands and Premises in good order and satisfactory condition. The Lessee acknowledges that there are no promises, representations or undertakings by the Lessor as to any alterations, remodelling or decorating of the Lands and Premises or installations of equipment or fixtures therein except such, if any, as are expressly set forth in this Lease.

5.7 Relief of Lessor on Sale

If the Lessor sells or otherwise conveys its interest in the Lands and Premises and the subsequent owner of such interest assumes the covenants and obligations of the Lessor hereunder, the Lessor shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Lessee shall from time to time at the request of the Lessor promptly execute and return to the Lessor such certificates confirming the current status of this Lease in such detail as the Lessor may require.

6. Hazardous Substances

6.1 Definitions

“Hazardous Substance” means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (a) radioactive materials;
- (b) explosives, excluding lawfully possessed ammunition;
- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (d) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property; or
 - (iii) causes damage to plant life or to property;
- (e) toxic substances; or
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Lessor, the Lessee, or the Lands and Premises.

6.2 Compliance with Laws

The Lessee shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection of the environment and shall immediately give written notice to the Lessor of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Lessee, either alone or with others, causes the happening of such event, the Lessee shall, at its own expense, immediately give the Lessor notice to that effect and thereafter give the Lessor from time to time written notice of the extent and nature of the Lessee's compliance with this Paragraph 6; promptly remove the Hazardous Substance from the Lands and Premises, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Lessor, obtain from an independent consultant designated or approved by the Lessor a report verifying the complete and proper removal thereof from the Lands and Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Paragraph. The Lessee shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Lessee's obligations under this Paragraph 6 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands and Premises or released into the environment by the Lessee in the course of the Lessee's business or as a result of the Lessee's use or occupancy of the Lands and Premises, then the Lessee shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Lessor fully informed and provide to the Lessor full information with respect to proposed plans and comply with the Lessor's reasonable requirements with respect to such plans.

6.3 Discharge

The Lessee shall not discharge or permit the discharge of any oil or grease or any deleterious, objectionable, dangerous materials or Hazardous Substance into any water course, culvert, drain or sewers in, under or near the Lands and Premises. The Lessee shall take as reasonable measures for ensuring that any discharge effluent shall not be corrosive, poisonous or otherwise harmful or to cause obstruction, deposit or pollution to any waters, ditches, water course, culverts, drains or sewers, nor to or within any sewage disposal works nor to the bacteriological process of sewage purification. The Lessee shall forthwith, at the Lessor's request, provide facilities for testing and monitoring the effluent from the Lessee's operations and shall permit the Lessor and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Lessee's expense. The Lessee shall construct, maintain and operate every furnace and burner used on the Lands and Premises so as to substantially consume or burn the smoke arising there from and shall not use or suffer any furnace or burner to be used negligently. The Lessee shall not cause or permit any grit, dust, noxious or offensive effluvia or Hazardous Substance to be emitted from any engine, furnace, burner or apparatus on the Lands and Premises without using the best practicable means reasonably available for preventing or counteracting such emissions.

6.4 Ownership of Hazardous Substances

If the Lessee brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Lessee's business causes there to be any Hazardous Substance upon the Lands and Premises, then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Lessee and shall not become the property of the Lessor, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands and Premises and notwithstanding the expiry or earlier termination of this Lease.

6.5 Access to Information

The Lessee hereby authorizes the Lessor to make enquiries from time to time of any government or governmental agency with respect to the Lessee's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Lessee covenants and agrees that the Lessee shall from time to time provide to the Lessor such written authorization as the Lessor may reasonably require in order to facilitate the obtaining of such information. The Lessee shall, at its own expense, comply with all the laws and regulations from time to time in force regulating the manufacture, use, storage, transportation or disposal of Hazardous Substance and shall make, obtain and deliver all reports and studies required by governmental authorities having jurisdiction.

7. Termination

7.1 Termination

It is hereby agreed that during the term hereof, or any renewal thereof, the Lessor or the Lessee may terminate the Lease by giving notice in writing two (2) months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

8. General Provisions

8.1 Subordination

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Lessor against the Lands and Premises. The Lessee shall execute promptly from time to time any assurances that the Lessor may request to confirm this subordination.

8.2 No Agency or Partnership

Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint venturers between the parties hereto, their only relationship being that of landlord and tenant.

8.3 Overholding

If the Lessee continues to occupy the Lands and Premises with the consent of the Lessor after the expiration of this Lease or any renewal thereof without any further written agreement, the Lessee shall be a monthly Lessee at a monthly rental equivalent to 1/12 of the annual rental and all other sums payable hereunder pro-rated for one month.

8.4 Effect of Headings

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

8.5 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid, registered mail, faxed, telexed or telegraphed to or delivered at the address of the other party hereinafter set forth:

If to the Lessor: City of Whitehorse
 2121 Second Avenue
 Whitehorse, Yukon Territory
 Y1A 1C2

Attention: Manager, Planning and Building Services

Fax No. (867) 668-8395

If to the Lessee: Yukon Film Society
 212 Lambert Street
 Whitehorse, Yukon Territory
 Y1A 1Z4

Attention: Noel Sinclair, Yukon Film Society President

A notice shall be deemed to have been received, if faxed, telexed, telegraphed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of postal, telex or telegraph services a notice shall be given by one of the other methods of communication.

8.6 Solicitor and Client Costs

If the Lessee defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor may recover from the Lessee all of the Lessor's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

8.7 Binding Agreement

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Lessee without the express written consent of the Lessor, which may be arbitrarily and unreasonably withheld.

8.8 Interpretation of Words

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

8.9 Time of Essence

Time shall in all respects be of the essence hereof.

8.10 Changes to Agreement

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Lessor and Lessee, and if any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Lease and such provisions shall be severable from the remainder of this Lease.

8.11 Acceptance by Lessee

The Lessee does hereby accept this Lease of the Lands and Premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first written above in the City of Whitehorse, in the Yukon Territory.

c/s

) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed in the presence of:
)
)
) _____
) Mayor
)
) _____
) City Clerk

c/s

) **Yukon Film Society**
) Per:
)
)
)
)
)
) _____

Witness

Noel Sinclair

Affidavit of Witness

CANADA) I, _____
) of the City of Whitehorse,
YUKON TERRITORY) in the Yukon Territory,
)
TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see Noel Sinclair named in the within instrument, who identified herself to me to be the person named therein, duly sign and execute the same for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said party is in my belief of the full age of nineteen years.

SWORN BEFORE ME)
at the City of Whitehorse,)
in the Yukon Territory,)
this _____ day of _____,)
2015.)

A Notary Public in and for)
the Yukon Territory)

Witness Signature



Lot 8 (Rem)
Group 5 (804)
Plan 20502 LTO

Pioneer
Hotel 2

Pioneer Hotel 1
Lease Area
(0.017 ha +/-)
(3 m Offset from Building)



Chambers
House

US Army
Float Plane
Base

Block 330
Plan 2003-0151 LTO

LEASE AGREEMENT

between the City of Whitehorse and the Yukon Film Society.

LEGEND



SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2015-15

A bylaw to provide for the use of an automated vote counting system for the 2015 municipal election in the City of Whitehorse

WHEREAS section 56 of the *Municipal Act* provides that council shall by bylaw appoint a Returning Officer to be responsible for the administration of the election and delegate to the Returning Officer the power to appoint Deputy Returning Officers; and

WHEREAS section 104 of the *Municipal Act* provides that council may, with the approval of the Minister, provide by bylaw for the taking of the votes of the electors by means of voting machines, vote recorders or automated voting systems, or other devices;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

SHORT TITLE

1. This bylaw may be cited as the "**Automated Vote Counting System Bylaw**".

INTERPRETATION

2. In this bylaw,

"CITY" means the corporation of the City of Whitehorse.

"COUNCIL" means the elected council of the City of Whitehorse.

"DEPUTY RETURNING OFFICER" means a person who has been appointed and sworn in by the Returning Officer to assist in the running of a municipal election and to perform the duties of the Returning Officer in his/her absence.

"ELECTION OFFICIALS" means the City Clerk, Returning Officer, Deputy Returning Officers and Poll Clerks.

"ELECTOR" means a person qualified to vote in a municipal election pursuant to the *Municipal Act*.

"IDENTIFICATION" means documentation that includes the birth date of the holder and a current residential address.

"RETURNING OFFICER" means the person appointed by bylaw to be responsible for the administration of the election.

"TABULATOR" means a device that scans marked paper ballots, interprets voter marks on the paper ballot, and safely stores and tabulates each vote from each paper ballot.

3. Except as otherwise provided in this bylaw, the 2015 municipal election in the City of Whitehorse shall be conducted in accordance with the provisions of Part 3 of the *Municipal Act*.

Automated Vote Counting System Bylaw 2015-15

4. Notwithstanding section 3 of this bylaw, in accordance with sections 53, 56 and 63 of the *Municipal Act*, the City of Whitehorse will subsequently bring forward an Election Procedures Bylaw to otherwise regulate the conduct of the 2015 municipal election.

ELECTION OFFICIALS

5. Ms. Norma Felker is hereby appointed Returning Officer for the 2015 municipal election in the City of Whitehorse.
6. Ms. Freda Smith is hereby appointed Alternate Returning Officer and is authorized to act in the absence of Ms. Norma Felker.
7. The Returning Officer for the 2015 municipal election is hereby delegated the authority to appoint Deputy Returning Officers as required.

SPECIAL BALLOTS

8. Due to the time constraints imposed by the *Municipal Act*, special ballots for the 2015 municipal election will be traditional paper ballots and will not be subject to the provisions of this bylaw.

ELECTRONIC LIST OF ELECTORS

9. The City will use an electronic list of electors for the 2015 municipal election.
 - (1) The electronic list will be an alphabetical list for the entire City.
 - (2) When an elector is duly identified at any polling station and is subsequently provided with a ballot, said elector shall be marked on the list of electors as having voted, and the electronic list will be updated at all polling places to show that the said elector has already voted.
 - (3) In order to facilitate the use of an electronic list of electors, all polling places will be established in places with Wi-Fi or internet-based connectivity.
 - (4) In the event of a power failure or an interruption of connectivity, polls will be temporarily closed until power or connectivity is restored.
 - (5) In the event that power or connectivity is unable to be restored in a timely manner, certain polls will remain closed and electors will be advised that they will have to vote at an alternate polling place. In that case, a limited number of polling places will be manually updated to ensure that the list of electors accurately reflects who has already voted. These designated polling places will continue to be manually updated until the power or connectivity is restored or until the close of the polls.

IDENTIFICATION OF ELECTORS

10. Electors will be required to produce identification at the poll to verify that they are the voter whose name appears on the list of electors. If the elector does not have photo ID such as a passport or driver's license, two other pieces of identification showing the elector's name and address shall be deemed acceptable.

Automated Vote Counting System Bylaw 2015-15

- (1) If an elector's official identification shows only a post office address, the elector will be required to produce additional documentation to show that they have a residential address in the City of Whitehorse. For the purpose of this bylaw, an electric bill or other document showing a service address will be deemed acceptable.
11. Eligible electors whose names do not appear on the list of electors used for this election may be sworn in at the poll.

VOTING PROCEDURES

12. Eligible electors will be given a ballot and a secrecy folder and will be advised that in the event that they make a mistake when marking the ballot, they may request a new ballot.
13. Electors will be directed to a privacy booth and instructed to use only the pen provided in the privacy booth when marking the ballot. Additionally the elector will be
 - (1) Advised to mark the appropriate section of the ballot for one mayor and up to six councillors;
 - (2) Given additional instructions if referendum or plebiscite questions are included on the ballot; and
 - (3) Instructed to insert the completed ballot into the secrecy folder and take the ballot to the election official manning the tabulator.

AUTOMATED VOTE COUNTING SYSTEM

14. The City will use a poll-based ballot scanning and tabulation system for the 2015 municipal election.
15. A paper ballot will be marked by the elector and then scanned by a tabulator.
16. One ballot will be used for the election of one mayor and up to six councillors. In the event that council opts to include referendum or plebiscite questions at the time of the election, such questions would be included on that same ballot.
17. At each polling place, electors will mark their selections on a paper ballot by filling in the voting targets next to their choices.
18. The elector will insert the completed paper ballot into the secrecy folder and return the folder with the ballot inside to the election official operating the tabulator.
 - (1) In the presence of the elector, the election official will insert the paper ballot into the tabulator. The secrecy folder ensures the security of the ballot. The tabulator will:
 - (a) Scan the ballot;
 - (b) Interpret the digital image of the ballot and append to the bottom of the image a record of how that ballot was counted on polling day;

Automated Vote Counting System Bylaw 2015-15

- (c) Indicate that the ballot was read correctly, and may, if desired, also indicate if the ballot is valid;
- (d) Redundantly store and tally the results; and
- (e) Print cumulative totals of all votes cast after the polls have closed.

COUNTING PROCEDURES

19. A Results Tally and Reporting Module will be installed on a computer at City Hall. This module will integrate election results including:
 - (1) Results for each contest at each polling place;
 - (2) Contest overview results;
 - (3) Canvas report; and
 - (4) Ballot auditing
20. Reports from the results tally and reporting module will be generated based on filter fields including:
 - (1) Contest;
 - (2) Tabulator identifier;
 - (3) Polling location; and
 - (4) Counting group.
21. At the close of the polls, the election official manning the tabulator at each polling place will print a paper tape from the tabulator showing the preliminary results.
22. Following the close of the polls each tabulator's memory card will be physically delivered to City Hall. Each memory card will be inserted into a memory card reader attached to the results tally computer.
 - (1) The program uploads the result files into the results tally module and consolidated results are verified, tabulated, and published.
 - (2) Consolidated results are published for public review via results reports in PDF format or an internet-based real-time graphical report display.

RECOUNT PROCEDURES

23. In the event of a recount the scanned images of the ballots will be used to speed up the process, but the paper ballots will be available to be counted and examined.
24. The tabulator at each polling place stores a complete image of every ballot cast along with the audit trail for that ballot which is visually affixed to the image. The audit trail shows how the tabulator interpreted that ballot when it was cast. By viewing this image, an election official can verify that the tabulator has correctly interpreted the voter marks on the ballot.

Automated Vote Counting System Bylaw 2015-15

FORM OF THE BALLOT

25. A sample of a standard ballot template is attached hereto as Appendix "A" and forms part of this bylaw. A ballot template similar to this sample will be customized to meet the needs of the City of Whitehorse for this election.

COMING INTO FORCE

26. This bylaw shall come into full force and effect on and from the final passing thereof.

FIRST and SECOND READING:

MINISTERIAL APPROVAL:

THIRD READING and ADOPTION:


Mayor

City Clerk

Automated Vote Counting System Bylaw 2015-15

Appendix "A"

Sample Ballot Template

 Town of Amherstburg 2014 Municipal Election Monday, October 27, 2014		English-Language Separate School	BALLOT ID 2	DRO
To vote, fill in the oval <input type="radio"/> next to your choice(s), like: Pour voter, remplissez l'ovale <input type="radio"/> à côté de votre choix, comme ceci:		or: <input type="radio"/>	Use only the marking pen provided. Utilisez uniquement le stylo fourni.	
Office of / Poste de Mayor Vote for no more than 1 Ne voter que pour 1	Office of / Poste de Councillor Vote for no more than 5 Ne voter que pour 5	Office of / Poste de English Separate School Trustee Vote for no more than 1 Ne voter que pour 1		
Gillian APPS <input type="radio"/>	Sidney CROSBY <input type="radio"/>	Dan HAMHUIS <input type="radio"/>		
Jan HUDEC <input type="radio"/>	Justine DUFOUR-LAPOINTE <input type="radio"/>	Haley IRWIN <input type="radio"/>		
Denny MORRISON <input type="radio"/>	Ryan FRY <input type="radio"/>	Marianne ST-GELAIS <input type="radio"/>		
Kaetlyn OSMOND <input type="radio"/>	Jayna HEFFORD <input type="radio"/>			
	Charline LABONTÉ <input type="radio"/>			
	Valérie MALTAIS <input type="radio"/>			
	Tessa VIRTUE <input type="radio"/>			
Office of / Poste de Deputy Mayor Vote for no more than 1 Ne voter que pour 1				
Patrice BERGERON <input type="radio"/>				
Chloé DUFOUR-LAPOINTE <input type="radio"/>				
Brianne JENNER <input type="radio"/>				
Kelsey SERWA <input type="radio"/>				

CITY OF WHITEHORSE

BYLAW 2015-08

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* provides that a Zoning Bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of an outdoor sports complex in the Whistle Bend Subdivision;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a portion of Vacant Commissioners Land, located adjacent to Casca Boulevard in the Whistle Bend Subdivision, from PE–Environmental Protection, PS–Public Service, RCS3–Comprehensive Residential Single Family 3, RCT–Comprehensive Residential Townhouse, and RCT2–Courtyard Townhouses to PR–Parks and Recreation and PS–Public Service, as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

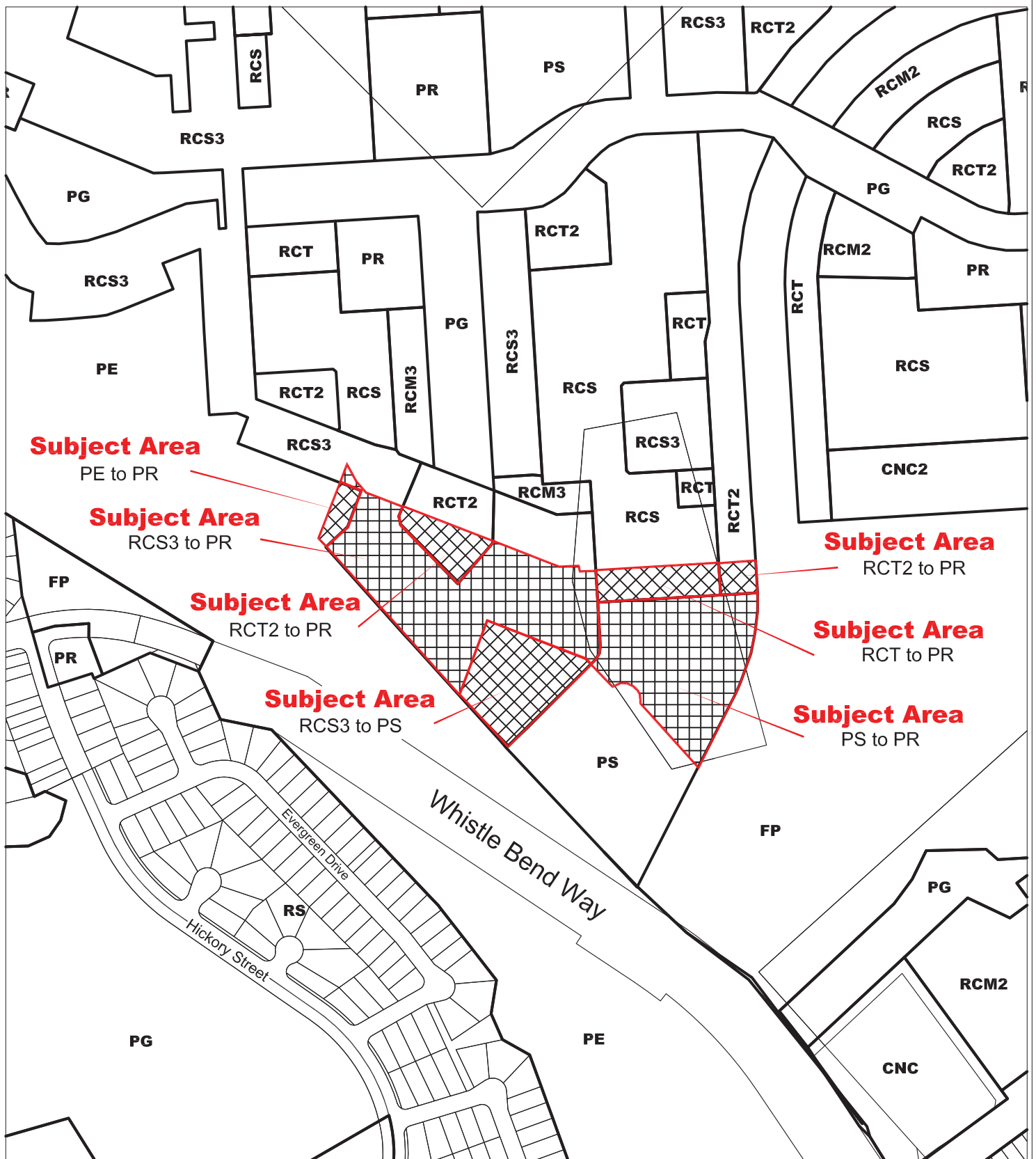
PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk



Bylaw 2015-08

A bylaw to amend the zoning of portions of Vacant Commissioner's and City owned land to allow for the construction of an Outdoor Sports Complex.

LEGEND



SUBJECT AREAS