

CITY OF WHITEHORSE
REGULAR Council Meeting #2015-05

DATE: Monday, March 9, 2015

TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Mike Gladish
Reserve Deputy Mayor Betty Irwin

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATIONS: International Day for the Elimination of Racial Discrimination – March 21st

MINUTES: Regular Council Meeting #2015-04 dated February 23, 2015

DELEGATIONS:

PUBLIC HEARING: Bylaw 2015-01 – Zoning Amendment (Miscellaneous Edits)
Bylaw 2015-06 – Zoning Amendment (Whistle Bend Phase 3)

COMMITTEE

REPORTS:

Corporate Services – *Councillors Gladish & Curteanu*

City Planning – *Councillors Cameron & Stockdale*
Schwatka Lake Area Plan

City Operations – *Councillors Irwin & Gladish*

Community Services – *Councillors Streicker & Irwin*

Public Health & Safety – *Councillors Stockdale & Streicker*

Development Services – *Councillors Curteanu & Cameron*

NEW & UNFINISHED

BUSINESS:

BYLAWS: 2015-02 – Lease Agreement (Pioneer Hotel 1) 3rd Reading
2015-15 – Automated Vote Counting System 3rd Reading

ADJOURNMENT:



PROCLAMATION

INTERNATIONAL DAY FOR THE ELIMINATION OF RACIAL DISCRIMINATION

March 21, 2015

WHEREAS a society free from racism brings together people of all ethnic, racial and religious backgrounds to build communities where one's heritage is a source of pride and inspiration; and

WHEREAS a society where we all have the right to live in conditions of dignity, respect and peace can only be achieved when we acknowledge that everyone has a duty to work toward the elimination of racism and discrimination; and

WHEREAS expanding diversity and changing demographics increase the need to protect and promote human rights in our community; and

WHEREAS the protection and promotion of human rights can be achieved through coordination and shared responsibility, not only with all levels of government, civil organizations and other institutions, but also with all citizens; and

WHEREAS working to eliminate racism and other forms of discrimination is a challenging and ongoing endeavour; and

WHEREAS by taking action to combat racism and discrimination, municipalities are able to build respectful, inclusive and safe societies;

NOW THEREFORE, I, Mayor Dan Curtis, do hereby proclaim March 21, 2015 to be ***International Day for the Elimination of Racial Discrimination*** in the City of Whitehorse.

Dan Curtis
Mayor

MINUTES of **REGULAR** Meeting #2015-04 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, February 23, 2015, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Kirk Cameron
Jocelyn Curteanu
Mike Gladish
Betty Irwin
Dave Stockdale
John Streicker

ALSO PRESENT: City Manager Christine Smith
Director of Corporate Services Robert Fendrick
Director of Development Services Mike Gau
Director of Infrastructure and Operations Brian Crist

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

CALL TO ORDER

2015-04-01

It was duly moved and seconded
THAT the agenda be adopted as amended with the addition of:

1. Nancy Oakley as a delegate speaking to the grant application for the 2015 Heritage Fair, and
2. Keith Lay as a delegate speaking to the amendments to the ATV and snowmobile bylaws.

AGENDA

Carried Unanimously

2015-04-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated February 9, 2015 be adopted as presented.

MINUTES

February 9, 2015

Carried Unanimously

DELEGATIONS

Nancy Oakley, Executive Director, Yukon Historical and Museums Association, spoke in support of their application for heritage grant funds for the 2015 Yukon–Stikine Heritage Fair. She advised that the Heritage Fair is designed to facilitate a collaborative effort involving community partnerships and volunteers to preserve Yukon heritage.

NANCY OAKLEY
Heritage Grant Application

On behalf of the Active Trails Whitehorse Association, Keith Lay asked council to amend the ATV and snowmobile amendment bylaws before they are given third reading. He suggested that the bylaws need to clarify the requirement to display a registration plate, and should also reinforce the requirements for validation stickers and helmet use.

KEITH LAY
Amendments to ATV
and Snowmobile Bylaws

COMMITTEE REPORTS

Corporate Services Committee

2015-04-03

It was duly moved and seconded
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.

BRING FORWARD
AUTOMATED VOTE
COUNTING SYSTEM
BYLAW

Carried Unanimously

City Planning Committee

2015-04-04

It was duly moved and seconded
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.

BRING FORWARD
ZONING AMENDMENT
FOR OUTDOOR
SPORTS COMPLEX

Carried Unanimously

2015-04-05

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

BRING FORWARD
LEASE AGREEMENT
BYLAW FOR PIONEER
HOTEL 1 (FILM SOCIETY)

Carried Unanimously

2015-04-06

It was duly moved and seconded
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.

HERITAGE FUND GRANT
Heritage Fair

Carried Unanimously

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

2015-04-07

It was duly moved and seconded

THAT the Canadian Capital Cities Organization be advised that the City of Whitehorse is interested in participating in the Communities In Bloom National Garden Celebration in 2017.

COMMUNITIES IN BLOOM
INITIATIVE FOR 2017

Carried Unanimously

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.

COMMUNITY EVENTS
For Information Only

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.

Public Health and Safety Committee

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.

MAYOR'S AWARDS
For Information Only

Development Services Committee

Mel Johnson and Luanne Baker-Johnson addressed the Committee regarding a glass blowing studio they are building in the Motorways area. Lumel Studios 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 the City 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.

LUMEL STUDIOS
DEVELOPMENT
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.

SUSTAINABLE
COMMUNITIES AWARD
For Information Only

BYLAWS

2015-04-08

It was duly moved and seconded
THAT Bylaw 2015-09, a bylaw to amend the All-Terrain Vehicle Bylaw with respect to legislation changes at the territorial level, having been read a first and second time, now be given third reading.

BYLAW 2015-09

AMEND ALL-TERRAIN
VEHICLE BYLAW

THIRD READING

2015-04-09

It was duly moved and seconded
THAT section 5 of Bylaw 2015-09 be amended by adding a new subsection 7(3) that reads, “a valid registration plate attached to the ATV”; and

Amendment #1

That Schedule D of Bylaw 2015-09 be amended to add a new section 7(3), Fail to attach valid registration plate to ATV, at a penalty of \$300.00.

Carried Unanimously

2015-04-10

It was duly moved and seconded
THAT section 5 of Bylaw 2015-09 be amended by adding a new subsection 7(6) to ensure helmet use.

Amendment #2

Defeated (4 – 3)

Council members discussed the viability of making changes “on the fly” and noted that last minute amendments could be problematic by virtue of the fact that they are being done without due consideration of the bylaw as a whole. Options for changes to reinforce the helmet use requirements were seen as potentially desirable; however, it was noted that the bylaws already require helmet use and make non-compliance an offence. The consensus was that the suggested amendment does not fit with the current wording of the bylaws.

Discussion

IN FAVOUR: Mayor Curtis, Councillors Curteanu and Stockdale
OPPOSED: Councillors Cameron, Gladish, Irwin and Streicker

Recorded Vote

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

Vote on Main Motion

2015-04-11

It was duly moved and seconded
THAT Bylaw 2015-10, a bylaw to amend the Snowmobile Bylaw with respect to legislation changes at the territorial level, having been read a first and second time, now be given third reading.

BYLAW 2015-10

SNOWMOBILE BYLAW
AMENDMENT

THIRD READING

2015-04-12

It was duly moved and seconded
THAT section 5 of Bylaw 2015-09 be amended by adding a new subsection 9(3) that reads, "a valid registration plate attached to the snowmobile"; and

Amendment

That Schedule D of Bylaw 2015-10 be amended to add a new section 9(3), Fail to attach valid registration plate to snowmobile, at a penalty of \$300.00.

Carried Unanimously

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

Vote on Main Motion

2015-04-13

It was duly moved and seconded
THAT Bylaw 2015-02, a bylaw to authorize an agreement with the Yukon Film Society with respect to the lease of the heritage building in Shipyards Park known as Pioneer Hotel 1, be given first reading.

BYLAW 2015-02

LEASE AGREEMENT
Pioneer Hotel 1

FIRST READING

Carried Unanimously

2015-04-14

It was duly moved and seconded
THAT Bylaw 2015-02 be given second reading.

SECOND READING

Carried Unanimously

2015-04-15

It was duly moved and seconded
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 given first reading.

BYLAW 2015-15

AUTOMATED VOTE
COUNTING SYSTEM

FIRST READING

Carried Unanimously

2015-04-16

It was duly moved and seconded
THAT Bylaw 2015-15 be given second reading.

SECOND READING

Carried Unanimously

Administration confirmed that the *Municipal Act* requires Ministerial approval for this bylaw as part of the procedures in place to protect the integrity of the voting system. The system proposed is part of a larger effort to increase voter turnout and improve efficiency for counting the ballots and releasing election results. Council may, if desired, add a public input opportunity before scheduling the bylaw for third reading.

Discussion

2015-04-17

It was duly moved and seconded
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 given first reading.

BYLAW 2015-08

ZONING AMENDMENT
Outdoor Sports Complex

FIRST READING

Carried Unanimously

There being no further business, the meeting adjourned at 7:00 p.m.

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2015-

MEMORANDUM

FILE #: Z-08-2014

TO: Mayor and Council

FROM: Administration

DATE: March 9, 2015

SUBJECT: Public Hearing at Regular Council Meeting March 9, 2015

Please be advised there will be a Public Hearing at the Regular Council Meeting of March 9, 2015, to hear from interested parties related to the following zoning amendment:

Bylaw 2015-01, a bylaw to enact several miscellaneous amendments to the Zoning Bylaw.

The amendments proposed in Bylaw 2015-01 consist of miscellaneous amendments to Zoning Bylaw 2012-20. City administration is proposing these amendments to clarify existing regulations and to fix errors that have been brought forward by staff through daily use and review of the Zoning Bylaw.

The following amendments are proposed in this round of miscellaneous edits:

- Adjustment of definitions
- Development permitting edits
- General regulations edits
- Specific use edits
- Modifications to parking regulations
- Change of permitted uses in specific zones
- Minor administrative amendments

Bylaw 2015-01 received 1st Reading on February 9, 2015. Notices were published in the newspapers on February 13 and 20. A total of 35 notification letters were sent to property owners within the specifically affected zones. Yukon Government Lands Department, Kwanlin Dün First Nation, and Ta'an Kwäch'än Council were notified by mail. Community Associations were notified by email.

Darcy McCord
Planner II, Planning Services

cc: Director of Development Services
Manager of Planning and Building Services

MEMORANDUM

FILE #: Z-01-2015

TO: Mayor and Council

FROM: Administration

DATE: March 9, 2015

SUBJECT: Public Hearing at Regular Council Meeting March 9, 2015

Please be advised there will be a Public Hearing at the Regular Council Meeting of March 9, 2015, to hear from interested parties related to the following zoning amendment:

Bylaw 2015-07, a bylaw to amend the zoning of Phase 3 in Whistle Bend

The basic concept for Whistle Bend was developed over a five day charrette in November 2006, which resulted in a progressive and sustainable neighbourhood. A master plan for the area was approved in February 2009 and construction of Phases 1 and 2 began in 2010. Phase 1 lots were released to the market in the fall of 2012 and Phase 2 lots were released in 2013.

Golder and Morrison Hershfield were retained by the City in May 2011 to complete planning and engineering pre-design for Phases 3 to 7 of Whistle Bend. These firms completed their work in May 2013 and a review by the Yukon Environmental and Socio-Economic Assessment Board was completed in April 2014.

Following that process, the Yukon Government hired Inukshuk Planning and Development and Associated Engineering to complete the detailed engineering design for Phase 3. Their work resulted in several infrastructure layout changes that have impacted the existing zoning. The resulting zoning changes are now being brought forward for Council consideration.

Bylaw 2015-07 received 1st Reading on February 9, 2015. Notices were published in the newspapers on February 13 and 20, 2015. A total of 52 letters were sent to property owners within the Whistle Bend neighbourhood. Yukon Government Lands Department, Kwanlin Dün First Nation, and Ta'an Kwäch'än Council were also notified by mail.

Kinden Kosick
Senior Planner, Planning Services

cc: Director of Development Services
Manager of Planning and Building Services



Minutes of the meeting of the Corporate Services Committee

Date	March 2, 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

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

1. Broadcast System – For Information Only

The Committee asked for information on potential improvements to the systems used for the broadcast of meetings and the provision of closed captions.



Minutes of the meeting of the City Planning Committee

Date March 2, 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
Erica Beasley, Planner 2

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

1. Schwatka Lake Area Plan

In 2013 the City began the process to develop a land use plan for the western shoreline of Schwatka Lake between the dam and the mouth of Miles Canyon. Consultation included stakeholder interviews, workshops, online surveys and an open house, and a lengthy public comment period followed the release of the first draft of the Schwatka Lake Area Plan. Changes were made in response to submissions received, and the revised Plan is now being brought forward.

The Schwatka Lake Area Plan provides 37 recommendations and includes two suggestions for future consideration. The recommendations for infrastructure and management improvements are intended to support aviation, tourism, and recreation opportunities, while providing measures for environmental protection. The Plan proposes changes to the area that are generally anticipated to benefit existing land users and have minimal negative impacts.

If the Plan is adopted, implementation will begin immediately and extend over the next ten years. The first steps will include updates to the City's Official Community Plan and Zoning Bylaw to reflect the policy direction provided in the Plan, followed by updates to

other bylaws and policies as necessary. A number of short-term implementation items that do not require capital budget allocations could commence this year. Capital budget or external funding will be required for some short-term recommendations and all of the medium and long term implementation items. Some aspects of the Plan will also require review and approvals by other agencies.

George Balmer provided information regarding float plane uses on Schwatka Lake. He noted that implementation would include significant enforcement responsibilities, especially with respect to docks, and recommended that the City not undertake a complex and expensive management regime. He also spoke against the consultation process, suggesting that the terms of reference for this Plan indicated that some results were already preferred.

Cam Kos suggested that the proposed dock deposits be renewable in the event of an incident. He also recommended that the City examine the system used in Yellowknife to warn people about air traffic, and noted that enforcement of speed limits on the water would be problematic.

Administration confirmed that the dock space proposal seeks to strike a balance between demand, the amount of space needed per site, the risks and liabilities to the City, and overall safety concerns.

Recommendation

THAT the Schwatka Lake Area Plan dated February 2015 be adopted as a guiding document.



Minutes of the meeting of the City Operations Committee

Date	March 2, 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, the City Operations Committee respectfully submits the following report:

1. Sidewalk Maintenance – For Information Only

It was noted that sidewalk maintenance is increasingly important at this time of year due to the icy conditions caused by changing temperatures. The public was reminded to clear sidewalks adjacent to their property to ensure that they are safe to use.



Minutes of the meeting of the Community Services Committee

Date	March 2, 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

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

1. Various Issues – For Information Only

The Committee asked for information on rider stats for the Whistle Bend bus.

A councillor noted that one of the school zone signs on Range Road is missing and requested that it be replaced.



**Minutes of the meeting of the
Public Health and Safety Committee**

Date March 2, 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, there is no report from the Public Health and Safety Committee



Minutes of the meeting of the Development Services Committee

Date	March 2, 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, there is no report from the Development Services Committee

There being no further business, the meeting adjourned at 6:50 p.m.

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: February 23, 2015

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)

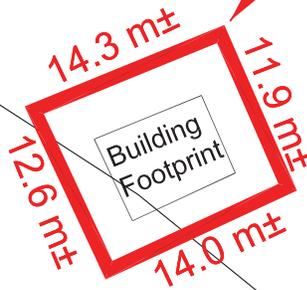
Witness Signature



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

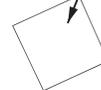
Pioneer
Hotel 2

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: February 23, 2015

MINISTERIAL APPROVAL: March 4, 2015

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"/>				



Office of the Minister
Box 2703, Whitehorse, Yukon Y1A 2C6

March 4, 2015

Norma Felker
Assistant City Clerk
City of Whitehorse
2121 - 2nd Avenue
Whitehorse, YT Y1A 1C2

Dear Ms. Felker:

Re: Proposed Automated Vote Counting System, Bylaw 2015-15

Thank you for your letter of February 24, 2015 requesting approval to go to third reading of Bylaw 2015-15, a bylaw to enable the City of Whitehorse to use an automated vote counting system for the 2015 municipal election.

I am pleased to advise that a review of the proposed bylaw indicates the provisions of section 104 of the *Municipal Act* have been met. I am hereby issuing my approval to proceed to third reading of the bylaw.

Please retain this letter as part of the bylaw documentation. It is the official record of my approval as required by legislation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Currie Dixon". The signature is fluid and cursive.

Currie Dixon
Minister of Community Services

