

THE CITY OF DAWSON



COMMITTEE OF THE WHOLE MEETING #CW20-11

DATE: TUESDAY, MAY 26, 2020

TIME: 7:00 PM

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

Watch Meeting: online via Zoom @

<https://us02web.zoom.us/j/86383538763?pwd=Mk83dzZNdythU1VyYWxUVE0rbTNOUT09>

Meeting ID: 863 8353 8763 Password: 872918

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

1. CALL TO ORDER

2. ACCEPTANCE OF ADDENDUM & ADOPTION OF AGENDA

- a) Committee of Whole Agenda CW20-11

3. DELEGATIONS AND GUESTS

4. MINUTES

- a) Committee of Whole Meeting Minutes #CW20-09 of April 27, 2020
- b) Committee of Whole Meeting Minutes #CW20-10 of May 5, 2020

5. BUSINESS ARISING FROM MINUTES

- a) Committee of Whole Meeting Minutes #CW20-09 of April 27, 2020
- b) Committee of Whole Meeting Minutes #CW20-10 of May 5, 2020

6. SPECIAL MEETING, COMMITTEE, AND DEPARTMENTAL REPORTS

- a) Mammoth Statue Update
- b) Parks & Rec Master Plan

7. BYLAWS AND POLICIES

- a) DRAFT 2020 Repeal No. 1 Bylaw

8. CORRESPONDENCE

- a) Minister Streicker RE: Covid-19 Call Centre Line
- b) Draft Letter to Minister Frost and Streicker RE: Empty Oil Containers in Landfill
- c) Draft Letter to YESAB RE: Empty Oil Containers In Landfill

9. PUBLIC QUESTIONS

10. IN CAMERA SESSION

- a) Land and Legal Related Matters

11. ADJOURNMENT

MINUTES OF SPECIAL COMMITTEE OF WHOLE MEETING CW20-09 of the council of the City of Dawson called for 7:00 PM on Monday, April 27, 2020 held electronically via Zoom Meeting ID #8308269 4156.

PRESENT:	Mayor Councillor Councillor Councillor Councillor	Wayne Potoroka Natasha Ayoub Stephen Johnson Molly Shore Bill Kendrick
ALSO PRESENT:	CAO EA	Cory Bellmore Heather Favron

Agenda Item: Call to Order

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

Agenda Item: Agenda

CW20-09-01 Moved by Councillor Ayoub, seconded by Councillor Kendrick that the agenda for committee of the whole meeting #CW20-09 be accepted as presented. Carried 5-0

Agenda Item: Bylaws and Policies

1) 2020 Tax Levy Bylaw #2020-04

CW20-09-02 Moved by Mayor Potoroka, seconded by Councillor Johnson that committee of the whole forwards the 2020 Tax Levy Bylaw #2020-04 to council with a recommendation to proceed with third and final reading. Carried 5-0

2) 2020 Annual Operating Budget and the 2020-2023 Capital Expenditure Program Bylaw #2020-06

Page 10: Protective Services amounts on summary page don't match detail page.
Typo on one of the reserve transfer lines

Page 11: Add \$25,000 for art purchase to come from unrestricted reserves
Add note at bottom of page for asterix (*)

Page 13: Add \$25,000 to Downtown Revitalization Plan Implementation

Page 18: Double amount of Professional Fees for project management in planning

Page 20: Net Bylaw Enforcement Expenditures – should be negative
Addition error in second column

Page 22: Total Common Expenditures – addition error in first and second columns

Page 25: Total Water Services – addition error in first and second columns

Page 26: Add \$15,000 to Sewer Services for engineering assistance.

Page 27: Committee noted it would be good to have more garbage pails, as well as more doggy poop and compost drop off locations. The ferry landing was noted as one location in need of a garbage pail and Minto Concession was suggested as a good location for another compost drop off location.

CAO will investigate what is required in order to use compost at the landfill for city purposes ie: city flower boxes / cemetery.

Add \$15,000 to Waste Diversion Planning and Implementation for back yard composters

Page 28: "Total Other" should be changed to "Total Building Maintenance"

Page 32: Pool – keep pool budget as is, obtain medical advice from CMO, revisit budget when the time comes

Page 33: CAO will check with Recreation RE: Community Garden Budget and the potential for food security workshops

Page 34: Garbage Truck – round up to \$270,000 and the city needs to make sure when the time comes that the right truck is purchased so that it is not just about garbage - recycling and composting needs to be taken into consideration

Page 38: Replacement Cost Total Expenditure – addition error
Under the year 2024 – what is the \$54,000 total for?

Page 39: Hazardous Waste storage is still an unresolved issue
Committee suggested sending another letter to YG
Committee suggested city could start commenting on YESAB applications for industrial operations as to plan for disposal of hazardous waste

Page 40: Replacement Cost Total Expenditure – addition error
2027 Total Expenditures – addition error (should be \$190,000)
IMT Boom Crane – correct the spelling of "combine"

Page 41: Project Value Total Capital Projects – addition error

Page 42: Replacement Cost Total Expenditure – addition error
Future column for Rowing Machine - \$150,000 should be removed
Zamboni 520 – change to Electric Zamboni and increase the \$120,000 to \$180,000
Correct the spelling of "stovetop"

Page 32/34: Correct the spelling of "Recreation"

Pages 35/37/39/41: Top of page – change to "2020"

Committee suggested adding funds to overall project management if there is any leftover surplus after changes to assist city with the work that needs to get done

CW20-09-03 Moved by Mayor Potoroka, seconded by Councillor Ayoub that committee of the whole forwards the 2020 Annual Operating Budget and the 2020-2023 Capital Expenditure Program Bylaw #2020-06, as presented, to council with a recommendation to proceed with third and final reading. Carried 5-0

Agenda Item: Public Questions

Dan Davidson inquired what is our anticipation of flood danger this year?

Committee read aloud the latest update report received and explained the sand bags were for the end of the storm drains to ensure they remain closed if required.

Agenda Item: Adjournment

CW20-09-04 Moved by Mayor Potoroka, seconded by Councillor Kendrick that committee of the whole meeting CW20-09 be adjourned at 9:58 p.m. with the next regular meeting of committee of the whole being May 5, 2020. Carried 5-0

THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-09 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-__-__ AT COMMITTEE OF WHOLE MEETING CW20-__ OF MAY 26, 2020.

Wayne Potoroka, Chair

Cory Bellmore, CAO

MINUTES OF COMMITTEE OF WHOLE MEETING CW20-10 of the council of the City of Dawson called for 7:00 PM on Tuesday, May 5, 2020 was held electronically via Zoom Meeting ID # 862 4644 1076.

PRESENT:

Mayor	Wayne Potoroka
Councillor	Natasha Ayoub
Councillor	Stephen Johnson
Councillor	Molly Shore
Councillor	Bill Kendrick

ALSO PRESENT:

CAO	Cory Bellmore
A/CDO	Elizabeth Grenon

Agenda Item: Call to Order

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

Agenda Item: Agenda

CW20-10-01 Moved by Mayor Potoroka, seconded by Councillor Kendrick that the agenda for committee of the whole meeting #CW20-10 be accepted as presented. Carried 5-0

Agenda Item: Minutes

a) Committee of Whole Meeting Minutes #CW20-04 of March 4, 2020

CW20-10-02 Moved by Mayor Potoroka, seconded by Councillor Shore that the minutes of committee of the whole meeting #CW20-04 of March 4, 2020 be accepted as presented. Carried 5-0

b) Committee of Whole Meeting Minutes #CW20-05 of March 11, 2020

Committee requested the minutes be amended to reflect Councillor Kendrick was in attendance and to correct the spelling of the word “pillars”.

CW20-10-03 Moved by Councillor Johnson, seconded by Mayor Potoroka that the minutes of committee of the whole meeting #CW20-05 of March 11, 2020 be accepted as amended. Carried 5-0

c) Committee of Whole Meeting Minutes #CW20-06 of March 18, 2020

Committee requested Administration investigate how the minutes have reflected electronic participation of members in the past.

CW20-10-04 Moved by Mayor Potoroka, seconded by Councillor Ayoub that the minutes of committee of the whole meeting #CW20-06 of March 18, 2020 be accepted as presented. Carried 4-1

d) Committee of Whole Meeting Minutes #CW20-07 of April 1, 2020

CW20-10-05 Moved by Mayor Potoroka, seconded by Councillor Ayoub that the minutes of committee of the whole meeting #CW20-07 of April 1, 2020 be accepted as presented. Carried 4-1

e) Committee of Whole Meeting Minutes #CW20-08 of April 8, 2020

CW20-10-06 Moved by Mayor Potoroka, seconded by Councillor Shore that the minutes of committee of the whole meeting #CW20-08 of April 8, 2020 be accepted as presented. Carried 4-1

Agenda Item: Business Arising from Minutes

Committee of Whole Meeting Minutes #CW20-07 of April 1, 2020

Page 1: Council inquired about the status of the fuel audit the city was planning on completing. The CAO will investigate and report back.

Council inquired about when a discussion could take place regarding the Green Initiatives Fund and what to do with this year and future year's carbon tax money. The CAO confirmed a general discussion on reserves was being planned and this topic would fit into that discussion.

Council inquired about the status of the gas tax account. The CAO will forward the requested information to council.

Agenda Item: Special Meeting, Committee, and Departmental Reports

a) Request for Direction RE: 2020-2021 Policing Priorities for Dawson City RCMP Detachment

Committee requested "close collaboration with other levels of governments on enforcement of orders and recommendations related to Covid-19 pandemic" be added as an additional priority to the recommendation forwarded to council for the 2020/21 policing priorities.

CW20-10-07 Moved by Councillor Shore, seconded by Councillor Johnson that committee of the whole forward OPTION #2 to council as a recommendation for the 2020/21 community policing priorities. Carried 5-0

b) Request for Decision RE: Conservation Klondike Society Funding

CW20-10-08 Moved by Councillor Shore, seconded by Councillor Kendrick that committee of the whole forwards the RFD RE: CKS Multi-Year Funding Agreement to council with a recommendation to approve entering into a multi-year funding agreement to provide CKS with diversion credits up to an annual maximum amount of \$100,000 per year for the 2020 fiscal year and the 2021 fiscal year. Carried 5-0

c) Request for Decision RE: Klondike Development Organization Funding

CW20-10-09 Moved by Councillor Kendrick, seconded by Mayor Potoroka that committee of the whole forwards the RFD RE: KDO Multi-Year Funding Agreement to council with a recommendation to approve entering into a multi-year funding agreement with KDO to assist with operating costs, and for the provision of community economic development projects in our community up to a maximum amount of \$35,000 for the 2020 fiscal year and \$35,000 the 2021 fiscal year. Carried 5-0

Agenda Item: Correspondence

- CW20-10-10** Moved by Mayor Potoroka, seconded by Councillor Kendrick that committee of the whole acknowledges receipt of correspondence from KATTS RE: Maintenance of Klondike Bench Trails; provided for informational purposes. Carried 5-0
- CW20-10-11** Moved by Mayor Potoroka, seconded by Councillor Johnson that committee recommends the city provide a letter of support for the KATTS CDF funding application. Carried 5-0
-

Agenda Item: In Camera Session

- CW20-10-12** Moved by Mayor Potoroka, seconded by Councillor Kendrick That committee of the whole move into a closed session for the purposes of discussing a land and legal related matter as authorized by section 213 (3) of the Municipal Act. Carried 5-0

a) Land and Legal Related Matter

- CW20-10-13** Moved by Mayor Potoroka, seconded by Councillor Shore that committee of the whole reverts to an open session of committee of the whole and proceeds with the agenda. Carried 5-0

- CW20-10-14** Moved by Mayor Potoroka, seconded by Councillor Shore Be it resolved that the Committee of the Whole recommend the City of Dawson Council give Goldrush Campground Ltd. two-years' notice of termination of our lease agreement. Carried 4-1

Councillor Johnson called for a recorded vote.

Votes for: Mayor Potoroka, Councillor Shore, Councillor Ayoub, Councillor Kendrick

Votes against: Councillor Johnson

- CW20-10-15** Moved by Mayor Potoroka, seconded by Councillor Shore Be it resolved the Committee of the Whole recommends Council give direction to conduct a planning study for lots 1-20, Block Q, Ladue Estate. Carried 5-0

- CW20-10-16** Moved by Councillor Johnson, seconded by Councillor Kendrick As the majority of Council has agreed in this Committee of the Whole meeting of May 5, 2020 with the preceding resolution to recommend to Council to terminate the Goldrush Campground Lease, be it resolved that Council hold a public hearing prior to voting on the resolution in Council to terminate the Goldrush Campground lease. Defeated 3-2

Councillor Johnson called for a recorded vote.

Votes for: Councillor Johnson, Councillor Kendrick

Votes against: Mayor Potoroka, Councillor Shore, Councillor Ayoub

Agenda Item: Adjournment

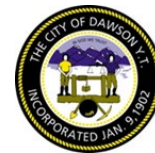
CW20-10-17 Moved by Mayor Potoroka, seconded by Councillor Kendrick that committee of the whole meeting CW20-10 be adjourned at 9:52 p.m. with the next regular meeting of committee of the whole being May 26, 2020. Carried 5-0

THE MINUTES OF COMMITTEE OF WHOLE MEETING CW20-10 WERE APPROVED BY COMMITTEE OF WHOLE RESOLUTION #CW20-__-__ AT COMMITTEE OF WHOLE MEETING CW20-__ OF MAY 26, 2020.

Wayne Potoroka, Chair

Cory Bellmore, CAO

Report to Council



☒ For Council Decision ☐ For Council Direction ☐ For Council Information

AGENDA ITEM:	DRAFT 2020 Repeal No. 1 Bylaw #2020-03	
PREPARED BY:	Heather Favron, EA	ATTACHMENTS: <ul style="list-style-type: none">• 2020 Repeal No. 1 Bylaw• List of Housekeeping Bylaws to be Repealed – No bylaw on file• List of Housekeeping Bylaws to be Repealed – Should have already been repealed with bylaws attached
DATE:	May 12, 2020	
RELEVANT BYLAWS / POLICY / LEGISLATION:		

RECOMMENDATION

Committee of the Whole:

May 26th Meeting:

THAT Committee of the Whole forwards the Draft 2020 *Repeal No. 1 Bylaw* to council with a recommendation to proceed with bylaw readings.

Council:

June 9th Meeting:

THAT bylaw # 2020-03 being the 2020 *Repeal No. 1 Bylaw* be given first reading.

THAT bylaw # 2020-03 being the 2020 Repeal No. 1 Bylaw be given second reading.

July 7th Meeting:

THAT bylaw # 2020-03 being the 2020 Repeal No. 1 Bylaw be given third and final reading.

ISSUE / PURPOSE

Pass a bylaw to repeal various bylaws for housekeeping purposes.

BACKGROUND SUMMARY

Administration conducted a review of the City of Dawson's active and inactive bylaw records to confirm the information on file was accurate. The outcome of the review revealed the following:

1. Various bylaws that should be repealed for housekeeping purposes as there is no record of the bylaw on file, and no record of the bylaw being passed. A listing of these bylaws is provided in the following attachment titled "Housekeeping Bylaws to Be Repealed – No bylaw on file and no name bylaws".
2. Various bylaws that should have already at one time been repealed due to being replaced by a newer version, expired content, or content no longer relevant. A listing of these bylaws is provided in the following attachment titled "Housekeeping Bylaws to Be Repealed – Active bylaws should have already been repealed".

One of the challenges faced in completing the review was a duplication of bylaw numbers. In 1902 and 1903 council passed 43 bylaws that were numbered from 1 to 43 and then in the 1950's council passed a number of bylaws with the same bylaw numbers. Some of these bylaws were a duplication of the original

bylaw and some were different than the original bylaw. Therefore, the bylaw for repealing these bylaw numbers also includes the date of passing to ensure the correct bylaw is being repealed.

ANALYSIS / DISCUSSION

Passing the 2020 Repeal No. 1 Bylaw will reduce the number of active bylaws to manage on the City of Dawson Bylaw Index.

APPROVAL		
NAME:	Cory Bellmore, CAO	SIGNATURE:
DATE:		



THE CITY OF DAWSON

2020 Repeal No. 1 Bylaw

Bylaw No. 2020-03

WHEREAS section 265 of the *Municipal Act*, RSY 2002, c. 154, and amendments thereto, provides council the power to pass bylaws for municipal purposes; and

WHEREAS section 220 of the *Municipal Act*, RSY 2002, c. 154, and amendments thereto, provides the power to pass a bylaw includes the power to amend or repeal the bylaw; now

THEREFORE, pursuant to the provisions of the *Municipal Act* of the Yukon, the council of the City of Dawson, in open meeting assembled, **ENACT AS FOLLOWS**:

PART I - INTERPRETATION

1.00 Short Title

1.01 This bylaw may be cited as the **2020 Repeal No. 1 Bylaw**.

2.00 Purpose

2.01 The purpose of this bylaw is to repeal various bylaws.

3.00 Definitions

3.01 In this Bylaw:

- (a) Unless expressly provided for elsewhere within this bylaw the provisions of the *Interpretations Act*, RSY 2002, c. 125, shall apply;
- (b) “CAO” means the Chief Administrative Officer for the City of Dawson;
- (c) “city” means the City of Dawson;

“council” means the Council of the City of Dawson.

PART II – APPLICATION

4.00 Repealing of Bylaws

4.01 The following bylaws are hereby repealed:



THE CITY OF DAWSON

2020 Repeal No. 1 Bylaw

Bylaw No. 2020-03

- (a) Bylaw No. 1 passed by council September 6, 1950; bylaw No. 5 passed by council March 26, 1902; bylaw No. 7 passed by council April 1, 1902; bylaw No. 9 passed by council April 1, 1902; bylaw No. 10 passed by council April 14, 1902; bylaw No. 12 passed by council September 11, 1957; bylaw No. 13 passed by council June 23, 1902; bylaw No. 15 passed by council July 7, 1902; bylaw No. 16 passed by council July 14, 1902; bylaw No. 22 passed by council September 25, 1952; bylaw No. 24 passed by council September 11, 1957; bylaw No. 26 passed by council September 15, 1902; bylaw No. 27 passed by council November 13, 1957; bylaw No. 31 passed by council September 22, 1902; bylaw No. 32; bylaw No. 33 passed by council September 29, 1902; bylaw No. 36 passed by council October 27, 1902; bylaw No. 38 passed by council April 12, 1960; bylaw No. 41 passed by council February 10, 1903; bylaw No. 42 passed by council February 16, 1903; bylaw No. 43 passed by council February 23, 1903; bylaw No. 44 passed by council March 9, 1903; bylaw No. 80; bylaw No. 87; bylaw No. 93; bylaw No. 109; bylaw No. 123; bylaw No. 134; bylaw No. 144; bylaw No. 189; bylaw No. 201; bylaw No. 265; and

(b)

BYLAW #s
79-03, 79-10, 80-18, 80-20, 80-23, 80-33, 80-36, 81-15, 82-01, 82-06, 83-10, 83-14, 85-07, 86-02, 86-06, 86-09, 87-05, 87-11, 87-12, 88-03, 88-12, 88-17, 89-01, 89-11, 90-02, 90-09, 90-28, 91-01, 91-08, 91-28, 92-17, 92-23, 92-27, 93-27, 94-04, 94-18, 94-24, 94-27, 94-29, 94-30, 94-36, 95-13, 95-22, 95-23, 95-25, 95-30, 95-33, 95-35, 95-38, 96-15, 96-18, 97-18, 98-15, 99-13, 99-24, 00-10, 01-25, 01-31, 03-03, 04-18, 04-25, 05-21, 07-09, 08-20, 08-21, 09-15, 10-16, 11-09, 12-03, 12-25, 12-26, 14-04, 15-08, 2018-17 and any amendments thereto.

PART III – FORCE AND EFFECT

5.00 Severability

- 5.01 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder unless the court makes an order to the contrary.



THE CITY OF DAWSON

2020 Repeal No. 1 Bylaw

Bylaw No. 2020-03

6.00 Enactment

6.01 This bylaw shall come into force on the day of the passing by Council of the third and final reading.

7.00 Bylaw Readings

Readings	Date of Reading
FIRST	
SECOND	
THIRD and FINAL	

Wayne Potoroka, Mayor
Presiding Officer

Cory Bellmore
Chief Administrative Officer

HOUSEKEEPING BYLAWS TO BE REPEALED:

No bylaw on file and no name bylaws

1	Respecting the Common Seal of the City of Dawson	September 6, 1950
12	Dog Control	September 11, 1957
22	Curfew Bylaw	September 25, 1952
24	Dog Control	September 11, 1957
27	Amend Bylaw No. 21	November 13, 1957
32	NO NAME	
38	Amend Bylaw No. 3	April 12, 1960
41	Respecting the Treasurer and Tax Collector of the City of Dawson and His Assistants	February 10, 1903
42	Amend Bylaw No. 4	February 16, 1903
43	Authorize the Mayor and Treasurer of the City of Dawson to Borrow From the Canadian Bank of Commerce the Sum of Ninety-Nine Thousand Dollars	February 23, 1903
44	Amend Bylaw No. 17	March 9, 1903
189	Traffic and Street	December 4, 1974
201	NO NAME	
79-10	NO NAME	
80-23	NO NAME	
80-33	NO NAME	
80-36	A bylaw to amend Building Bylaw #80-09	
81-15	NO NAME	
82-01	Water and Sewer Operating Bylaw	
83-10	Zoning Bylaw #80-08 Amendment #2	
86-02	Zoning Bylaw #80-08 Amendment #7	
86-06	NO NAME	
87-05	A bylaw to provide for a utility benefit.	
87-11	Indemnity Bylaw Amendment #1	
87-12	NO NAME	
88-03	NO NAME	
88-12	NO NAME	
89-11	NO NAME	
90-02	Zoning Bylaw	
90-09	Zoning Bylaw #80-08 Amendment #16	
90-28	Development Plan Bylaw	
91-01	NO NAME	
91-08	NO NAME	
91-28	NO NAME	
92-17	A bylaw to provide for the raising of revenue by the imposition and collection of tax upon real property or property that is deemed real. Not on file.	
92-23	NO NAME	
92-27	Zoning Bylaw	
93-27	NO NAME	
94-18	Zoning Bylaw #80-08 Amendment	
94-24	NO NAME	
94-27	NO NAME	
94-29	NO NAME	
94-30	NO NAME	
94-36	NO NAME	
95-13	Bed and Breakfast Bylaw	

95-23	Grant Bylaw	
95-35	NO NAME	
95-38	NO NAME	
97-18	NO NAME	
98-15	NO NAME	
99-13	NO NAME	
99-24	Parking Amendment	
00-10	2000 Parking Bylaw #97-22 Amendment #1	
01-25	Zoning Bylaw #80-08 Amendment	
01-31	Water and Sewer Bylaw #01-08 Amendment #3	
03-03	A bylaw to provide for an annual indemnity to the Mayor and Councillors.	
04-18	NO NAME	
04-25	NO NAME	
05-21	NO NAME	
12-03	NO NAME	
12-25	NO NAME	
12-26	NO NAME	
14-04	NO NAME	
15-08	NO NAME	
2018-17	NO NAME	

HOUSEKEEPING BYLAWS TO BE REPEALED:

Active bylaws should have already been repealed (see attached bylaws)

5	Punishment of Person's Guilty of Bylaw Infractions	26-Mar-1902
7	Police Force	01-Apr-02
9	Regulation of the Streets and for the Preservation of Order Therein	01-Apr-02
10	Salaries of the Mayor and Aldermen	14-Apr-02
13	Amend Bylaw No. 4	23-Jun-02
15	Prevent Certain Noises and Conduct Calculated to Disturb and Annoy Inhabitants	07-Jul-02
16	Transient Traders AND Amending bylaw #33	14-Jul-02
26	Constructing Sidewalks	15-Sep-02
31	Prevent the Loitering of Children on the Public Streets	22-Sep-02
36	Authorize the Levying and Collecting of a Rate on the Assessed Value of the Property and Income in the Said City to Raise the Amounts Necessary in the Year 1902 to Defray the Expenses of the Said City for the Said Year	27-Oct-02
80	Garbage Bylaw AND Amending Bylaws #134	02-May-62
87	Provide for the Levy of a Real Property Tax and a Discount and Penalty on Same for the 1963 Taxation Year	08-May-63
93	Authorize the Cancellation of Certain Arrears of Taxes	26-Jun-63
109	Provide for the Levy of a Real Property Tax and a Discount and Penalty on the Same for the 1965 Taxation Year	10-Mar-65
123	The Cancellation of Taxes Levied Against Certain Properties in the Municipality	07-Sep-66
144	Amend Bylaw No. 127	08-Apr-70
265	Water and Sewer Bylaw	20-Jul-77
79-03	Building Nuisance Bylaw	16-May-79
80-18	Building Nuisance Bylaw #1	26-Jun-80
80-20	Building Nuisance Bylaw #2	26-Jun-80
82-06	Building Nuisance Bylaw	06-May-82
83-14	Building Nuisance Bylaw #2	07-Jan-84
85-07	Property Nuisance Bylaw #1	04-Jul-85
86-09	Public Service Bylaw #85-10 Amendment	17-Jul-86
88-17	Public Service Bylaw #86-09 Amendment	21-Jul-88
89-01	Water and Sewer Bylaw #88-07, 1989 Amendment Bylaw	02-Feb-89
94-04	A bylaw to authorize the leasing of certain improvements to the Klondyke Centennial Society in the Town of the City of Dawson.	03-Feb-94
95-22	Chief Administrative Officer Bylaw	29-May-95

95-25	City Clerk Bylaw	04-Jul-95
95-30	Parking Bylaw #95-02 Amendment Bylaw	22-Aug-95
95-33	1995 Water Delivery Rate Bylaw #93-06 Amendment Bylaw	02-Oct-95
96-15	Acting Chief Administrative Officer Bylaw	17-Jun-96
96-18	Acting Chief Administrative Officer Bylaw	18-Jul-96
07-09	Dawson City Music Festival Lease Bylaw	05-Jun-07
08-20	Literary Society of the Klondike Lease Bylaw	04-Nov-08
08-21	Many Rivers Counselling and Support Service Lease Bylaw	04-Nov-08
09-15	Catholic Episcopal Corp. Property Lease Bylaw	18-Aug-09
10-16	Business Licence Bylaw Amendment Bylaw	
11-09	Water Delivery Bylaw	27-Apr-11

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BY-LAW NO. 5.

A BY-LAW OF THE CITY OF DAWSON PROVIDING FOR THE PUNISHMENT OF PERSONS GUILTY OF INFRACTIONS OF ANY OF THE PROVISIONS OF ANY OF THE BY-LAWS OF THE CITY.

The Council of the City of Dawson enacts as follows:

1. Any person or persons guilty of a breach of any of the provisions of any of the By-laws of the City of Dawson, now in force, or which may at any time hereafter come into force, and so remain, (except where other provision is specially made therefor) shall on conviction therefor before the Police Magistrate, or any Justice or Justices of the Peace having jurisdiction in the City of Dawson, forfeit and pay at the discretion of the said Police Magistrate or Justice or Justices convicting, a penalty not exceeding the sum of \$100, inclusive of costs, and in default of payment of such penalty, the offender may be imprisoned with or without hard labor for a period not exceeding three months. The Police Magistrate, or Justice or Justices convicting as aforesaid, may impose the whole or such part of the said penalty or punishment as he deems fit.

Given under the Common Seal of the City of Dawson, this 26th day of March, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 6.

A BY-LAW RELATING TO THE FIRE DEPARTMENT.

The Council of the City of Dawson enacts as follows:

1. The Standing Committee on Fire, Water and Light shall have the management and control of the Fire Department, and shall have full power and authority over its organization and government, and shall have control of the buildings, engine houses, engines, hose, hose carts, trucks, ladders, horses, apparatus, equipment, telegraph alarms and lines and all other property and furniture belonging to the Department.

2. The said Committee shall have power from time to time to make such rules and regulations as they may consider necessary for the care and protection of all property belonging to the department; for determining the qualifications and duties of all persons appointed to office or membership in the department; for imposing reasonable fines and forfeitures upon, and suspending and dismissing the officers and members, and generally for the government and good order of the department, the discipline of its officers and members, and for the management and extinguishment of fires occurring within the City; but no such rules or regulations shall have any force or effect until they shall have been submitted to and approved of by the Council.

OFFICERS AND MEMBERS.

3. The Fire Department shall consist of a Chief of the Fire Department, and such Engineers Officers and men as may from time to time be deemed necessary by the Standing Committee on Fire, Water and Light, and approved of by the Council.

4. The Chief of the Fire Department and the Engineers of the Department shall be appointed by the Council, and all other Officers and members of the department shall be appointed and may be removed from office by the said Committee.

20 BY-LAWS CITY OF DAWSON.

viously warning the Chief, make any bon-fire or other large fire, in any field, yard or open space.

19. No person, with a horse or other animal or animals drawing or propelling any carriage, cart, sleigh or other vehicle, shall drive, lead, or back such horse or other animal or animals upon or over the hose or other appliances of the Fire Department.

20. No person shall in any way impede or hinder any fireman or other person who shall be employed in, or shall be assisting at, the extinguishing of any fire or who may be engaged in other duties connected therewith.

21. Any person or persons found guilty of an infraction of any of the provisions of this By-law shall except where otherwise provided by any statute or ordinance in force in the Yukon Territory be subject to the penalties imposed by By-law No. 5 of the City of Dawson.

Given under the Common Seal of the City of Dawson, this 26th day of March, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

49
REPEALED
BY-LAWS CITY OF DAWSON.

21

BY-LAW NO. 7.

A BY-LAW OF THE CITY OF DAWSON RELATING TO THE POLICE FORCE.

The Council of the City of Dawson enacts as follows:

1. There shall be appointed in and for the City of Dawson a Police Force, consisting of such officers and police constables as the Standing Committee on Licenses, Police and Health may appoint, subject to the approval of the City Council.

2. The members of such Police Force shall be paid by the City of Dawson such remuneration as may be determined by the said Committee, subject to the approval of the City Council.

3. The said Committee shall have the management and control of the said Police Force, and shall have power from time to time to make such rules and regulations as they may consider necessary for determining the duties of all members of such Police Force.

4. The said Committee are hereby empowered to make arrangements with the Officer commanding the Northwest Mounted Police in the Yukon Territory, for the appointment as City Police of such members of the Northwest Mounted Police as may from time to time be detailed for duty on the Town Station of said Northwest Mounted Police Force in the City of Dawson; all such arrangements to be subject to the approval of the City Council.

5. All persons appointed as members of the Police Force of the City of Dawson shall hold their respective positions during the pleasure of the Council, and subject to the provisions of By-law No. 2, being "A By-law of the City of Dawson, relating to tenure of office."

Given under the common seal of the City of Dawson, this 1st day of April, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 9.

A BY-LAW OF THE CITY OF DAWSON FOR THE REGULATION OF THE STREETS AND FOR THE PRESERVATION OF ORDER THEREIN.

The Council of the City of Dawson enacts as follows:

1. No person shall lead, drive, ride or back any dog attached to a sled, wagon or other vehicle, nor any horse, carriage, cart, wagon, sled, sleigh or other vehicle or any beast of burden on, across or along any sidewalk in the City of Dawson, PROVIDED that where it is necessary to cross any sidewalk with horses or animals or with vehicles of any kind to gain access to or into any yard or lot or to the rear of any premises, the owner of such premises, yard or lot or the person desiring to so cross said sidewalk shall construct across the drain, gutter or water-course opposite the gate-way or premises a good and sufficient bridge of planks so constructed as not to obstruct the said drain, gutter or water-course, and shall, also, place planking or timber along the edge of so much of the said sidewalk as is necessary for any vehicle, horse or other beast of burden to pass over without injuring the said sidewalk.

2. No person shall permit his horse, carriage, cart, wagon, sled, sleigh or other vehicle to stand upon any street longer than is absolutely necessary for the owner, driver or person using the same to transact his business with the person opposite whose house or premises the same shall stand, and no person shall tie his horse or horses to any post, ring or hook or in any way across any sidewalk or crossing so as to obstruct the ordinary traffic of the street, or shall detach or disconnect, any carriage, cart, wagon, sled, sleigh or other vehicle from the animal or animals drawing the same and leave said carriage, cart, wagon, sled, sleigh or other vehicle on any of the streets or lanes of the City; and no person shall in any wise

obstruct the free use of the streets or sidewalks or the crossings across the streets, lanes or sidewalks by stopping any horse, cart, wagon, sled, sleigh or other vehicle across the same, or by any other means.

TELEGRAPH AND TELEPHONE POLES AND WIRES.

3. The City Engineer is authorized and directed, with servants and workmen, and from time to time whenever the same may be necessary, to proceed at once to dig up, cut down or otherwise remove from any street or other public place every pole, post, pillar and every telegraph or telephone wire which has been or which may hereafter be erected, put up or maintained or kept by any person or corporation thereon contrary to the provisions of any By-law of the City or of any Statute or Ordinance in force in the Yukon Territory.

FASTING ANIMALS TO TREES, POLES, ETC.

4. No person shall tie or attach in any manner any horse, mare, gelding, mule, or other animal or animals to any of the gas, electric or other lamp posts, which are now or may be hereafter erected in the said City. No person shall climb, cut, break, destroy, tear down or interfere with any telegraph, telephone, fire alarm or electric wire or pole within the said City, or break, tear down or interfere with any of the lamps, lamp posts, towers or poles connected with any gas works, electric light works or any other work connected with the lighting, telephone or fire protection system of the said City which are now or may be hereafter erected in said City in or upon any of the streets or squares thereof. PROVIDED ALWAYS that duly authorized persons may in the discharge of their official duties take down and re-erect any of the said telegraph, telephone, fire alarm or electric wires, posts, poles, towers, or any of them.

HAND CARTS, ETC.

5. No person shall run, draw or push any carriage, wagon, wheelbarrow, cart, hand cart, truck

or handwagon, sled, sleigh or other vehicle used for the conveyance of persons, articles or things upon any of the sidewalks of the said City.

BICYCLES.

6. Every person riding a bicycle or tricycle upon the streets or public places of the City shall upon and before overtaking any cart or carriage or other bicycle or tricycle or any horse, mule or beast of burden or any foot passenger being or proceeding along the carriage way, within a reasonable distance from and before passing or coming along side of such cart, carriage, bicycle, tricycle, horse, mule or beast of burden or such foot passenger by sounding a bell or gong give audible and sufficient warning and notice of the approach of such bicycle or tricycle.

7. That no person shall ride a bicycle or tricycle on any of the sidewalks of First Avenue, Second Avenue and the west side of Third Avenue between Church and Duke Streets and on Queen Street between First Avenue and Third Avenue and on King Street between First Avenue and Third Avenue.

8. No person shall ride a bicycle or tricycle within the limits of the said City or upon any of the streets, squares or lanes thereof at a greater rate of speed than eight miles per hour.

9. No person or persons shall throw upon any of the streets of the said City, any nails, tacks, glass or hard substances having sharp points or angles whereby bicycle or tricycle tires would likely be punctured if passing over the same.

10. Any person or persons guilty of an infraction of any of the provisions of the five last preceding clauses shall upon conviction incur a penalty of not more than ten dollars, to be collected and enforced in the manner hereinafter provided for infractions of other provisions of this By-law.

11. Every occupant, and in case there is no occupant, the owner of every house, shop or building abutting on or erected within ten feet of any street, lane or highway or sidewalk in the said City, shall

whenever snow or ice shall accumulate or form on the roof or eaves of such house or building as aforesaid so as to be dangerous to persons passing, cause the same to be forthwith removed therefrom, and while removing and having the same removed shall take due and proper care and precaution for the warning and safety of persons passing.

12. Every occupant, and in case there is no occupant, the owner of every house, shop, building or lot or parcel of land fronting or abutting on any public street or streets, lane or lanes in the said City, where the sidewalks are planked, flagged or paved, shall before noon of the next day after every fall of snow or fall of hail or rain which shall freeze on the sidewalks or in the drains, gutters or water-courses opposite the same, or after a fall of snow from off any building, cause the same to be removed entirely off the sidewalks, and to the breadth of one foot outside the drains, gutters or water courses, opposite each house, shop, church, chapel or other public building, lot or parcel of land as aforesaid, and in case the ice and snow shall be so frozen that it cannot be removed without injury to the sidewalk, pavement, drain, gutter or water-course every such person as aforesaid shall strew the same with salt, ashes, sand or some other suitable substance, but no person shall sprinkle, spread or place, or cause to be sprinkled, spread or placed, any salt, ashes or like substance on the road or carriage way of any public street, lane or highway within the said City.

13. In case the said snow, ice and dirt have not been so removed from the sidewalks and gutters, drains or water-courses adjoining any premises in the City of Dawson within twenty-four hours after any fall of snow, rain or hail, it shall be the duty of the City Police or other person appointed for that purpose to give information and prosecute the parties in default if resident within the said City, and also forthwith to cause the said snow, ice and dirt to be removed at the expense of the City, and to keep an account of all the expenses so incurred, and of the prop-

erties in respect of which such moneys have been expended and the names of the owners and occupants thereof on that last revised assessment roll, and to make a return to the Treasurer of the City of Dawson on the first day of January, April, July and October in each year of all expenses as aforesaid during the preceding quarter, with the number on the last revised assessment roll of the property in respect of which the said expenses was incurred, and the names of the owners and occupants thereof as appearing on the said roll, and the said Treasurer shall, in a book to be kept by him for that purpose, charge against each such parcel of land the unpaid balance of such expenses, and cause the same to be collected in the same manner as other taxes.

14. Every person who shall remove any snow or ice from any sidewalk, footpath or premises in the said City, shall spread and deposit the same in such manner and with such precautions on the roadway in front of the premises as to prevent any undue accumulation thereof in any channel or carriageway, or upon any street crossing, and so as not to obstruct in any way the free use of such roadway or the public traffic thereon.

15. No person shall cause any injury to any sidewalk in the City of Dawson, by striking, picking or cutting the same with any shovel, pick, crow-bar or other metal instrument whatever, whether such person be engaged in removing snow or ice from such sidewalk or not.

EXCAVATIONS.

16. No person shall break, tear up or remove any planking, pavement, sidewalk, curbing, macadamizing or other road surface, or make any excavation in or under any street or sidewalk in the said City for the purpose of building or otherwise, without first having obtained permission from the Committee on Works, Streets and Property so to do, and such permit being granted the work shall be done under the direction of the City Engineer and shall under the same in-

spection be replaced, relaid and made good by the parties interested in such work, and such removal shall not be allowed to continue any longer than is absolutely necessary, and further, that in every case where a person or persons is or are engaged in any of the aforesaid works on, in or under any street, he or they shall be held responsible for any and all accidents or damage that may occur to any person or property by reason thereof, and shall keep and maintain such lights and watchmen and shall take such further care and precaution as may be necessary for the protection and safety of the public, which shall, at least, include a light at each separate opening and a light for each twenty feet or part of twenty feet in length of any and every excavation or opening in the street or streets.

REMOVAL OF EARTH.

17. No person shall dig up, take or carry away any earth, gravel, sand or turf from any street in the said City or from any vacant lot belonging to the City, without having first obtained permission in writing from the Committee of the Council having authority to grant the same.

18. No encroachment or nuisance whatever shall be made or left by any person in or upon any of the streets, roads or public highways of the said City, under a penalty not exceeding ten dollars.

19. No owner or occupant of any premises shall allow any gate to such premises to swing over any sidewalk in the said City, and no proprietor or proprietors, owner or owners, or occupier or person having any claim or demand of any nature whatever to any house, building, barn, stable, shed, shanty, fence or structure of any kind or description shall allow the same or any part or portion thereof to continue or remain upon or encroach upon any of the highways, streets, thoroughfares or other public property vested in or belonging to the said City or over which the said City has control, and any such person causing or permitting to remain any such obstruction or

obstructions, to or upon or in the said highway, streets, thoroughfares or other public property or any of them, shall be subject to the penalties of this By-law, and it is further enacted that the City Engineer or the Assistant Engineer, his or their employees, agents or assistants, with or without notice to the parties interested, shall have power, if not otherwise ordered by the Council, at once to remove or take down or tear down and remove from off the said highways, streets, thoroughfares or other public property all or any obstructions at the costs and charge of the proprietor or proprietors, owner, occupier or claimant, of the said obstruction or obstructions, and all such obstructions existing, or permitted or allowed to exist at the time of the passage of this By-law or which may be created or allowed after the passage of the same shall be and the same are hereby declared to be such obstructions and create such public nuisances as come within the meaning of this By-law, and the said Engineer, Assistant Engineer, his or their employees, agents or assistants may remove or cause to be removed the said obstruction or obstructions or any obstruction or incumbrances of whatever nature they may be or the proceeds thereof taken down or torn down, to any spot, place or location within or without the said City, which in the judgment of the parties removing the same may be convenient or suitable for depositing the same.

20. No person shall, without first having obtained leave from the Committee on Works, Streets and Property, place or make any movable traps or doors for the purpose of entering any cellar or premises under any building or place, or make any steps or porches or other entrances to buildings which shall in any wise encroach upon the sidewalks or streets of the said City.

21. No person whomsoever shall unpack goods, wares or merchandise of any kind on any street or sidewalk in such a manner that paper, sawdust or other packing material of any kind shall be deposited or shall remain in or upon any street or sidewalk.

22. No person or corporation shall place any article or thing upon any street or sidewalk which shall impede or be an obstruction to the freedom or safety of travel on such street or sidewalk.

FIRE, FIREWORKS AND FIREARMS.

23. No person shall set fire to any shavings, chips, straw or other combustibles in any of the streets or parks of the said City or in any inclosure within fifty feet of any building, and no person shall carry fire through any of the streets or parks of the said City, except in some covered vessel or metal fire pan.

24. No person or persons shall make or light any fire or bonfire in any of the streets, squares, parks, or public places of the said City, or shall fire or discharge any gun, fowling piece or firearm, or shall set fire to any fireworks within the said City, unless authorized by law or specially authorized by the Mayor or the City Council of the said City, and no person or persons shall light, set off or throw any cracker, squib, serpent or other noisy, offensive or dangerous substance or fireworks in any place where or near to which there is any crowd or assemblage of persons or where there are animals liable to be frightened thereby.

THROWING DANGEROUS MISSILES.

25. No person shall cast, project or throw any stones or balls of snow or ice or other missiles dangerous to the public, or use any bow and arrow or catapult in any of the streets or public places of the City.

DEFACING BUILDINGS.

26. No person shall deface or disfigure any public building, wall, fence, railing, sign, monument, post, or other public property in the City by cutting, breaking, daubing with paint or other substance or shall in any other way injure the same.

GENERAL PENALTY.

27. Any person found guilty of an infraction of

any of the provisions of this By-law shall (except where otherwise provided by any Statute or Ordinance in force in the Yukon Territory) be subject to the penalties imposed by By-law No. 5, being "A By-law of the City of Dawson providing for the punishment of persons guilty of infractions of any of the provisions of any of the By-laws of the City.

Given under the common seal of the City of Dawson this 1st day of April, 1902.

HENRY C. MACAULAY,
Mayor.

Certified,
E. W. SMITH,
City Clerk.

[SEAL.]

REPELLED

BY-LAW NO. 10.

A BY-LAW OF THE CITY OF DAWSON RELATING TO THE
SALARIES OF THE MAYOR AND ALDERMEN.

The Council of the City of Dawson enacts as follows:

1. There shall be paid out of the current revenues of the said City, to Henry C. Macaulay for the remainder of the year 1902, the sum of Four Thousand (\$4,000) Dollars as a salary as Mayor of the said City for the said period.

2. There shall be paid out of the current revenues of the said City to each of the following, namely:

Horace C. Norquay,
James F. MacDonald,
Thomas Adair,
Peter Vachon,
George Murphy and

T. G. Wilson, the sum of Fifteen Hundred (\$1,500) Dollars for the remainder of the year of 1902, as a salary as Alderman of the City for the said period.

Given under the Common Seal of the City of Dawson, this 14th day of April, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.
E. W. SMITH,
City Clerk.

[SEAL.]

REPELLED

BY-LAY NO. 13.

BY-LAW TO AMEND BY-LAW NO. 4 OF THE CITY OF
DAWSON.

The Council of the City of Dawson enacts as follows:

1. Section 2 of By-law No. 4 being "A By-law of the City of Dawson to regulate the proceedings of the Council of the City of Dawson and the Committees thereof" is hereby amended by striking out the figure '8' and inserting in lieu thereof the words "half past eight."

Given under the Common Seal of the City of Dawson this 23rd day of June, 1902.

HENRY C. MACAULAY,
Mayor.

Certified,
E. W. SMITH,
City Clerk.

[SEAL.]

39
REPEALED

BY-LAY NO. 15.

A BY-LAW OF THE CITY OF DAWSON TO PREVENT CERTAIN NOISES AND CONDUCT CALCULATED TO DISTURBE AND ANNOY THE INHABITANTS.

The Council of the City of Dawson enacts as follows:

1. No person shall ring any bell (except church and school bells) blow any horn, beat any drum, shout or make any noise calculated to disturb or annoy the inhabitants or by any manner of conduct commit any public nuisance by collecting, loitering or standing as idlers on any of the streets or sidewalks of the said City, or on the step of or approach to a house or other premises open to the public street whereby the public are liable to be subjected to disturbance or annoyance. PROVIDED ALWAYS, that nothing contained in this section shall be construed to extend to any person or persons taking part in any religious procession or service not contrary to law.

2. Any person found guilty of an infraction of any of the provisions of this By-law shall be liable to the penalties imposed by By-law Number 5 of the City of Dawson.

Given under the Common Seal of the City of Dawson, this 7th day of July, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 16.

A BY-LAW OF THE CITY OF DAWSON RESPECTING TRANSIENT TRADERS.

The Council of the City of Dawson enacts as follows:

1. No transient Trader or other person who occupies premises in the said City for a temporary period, and whose name has not been duly entered on the Assessment Roll of the City in respect of income or personal property for the then current year, and who may offer goods or merchandise of any description for sale by auction, or in any other manner, conducted by himself or by his agent or by a licensed Auctioneer, or otherwise, shall carry on his trade or business or offer goods or merchandise for sale in the City in the manner aforesaid, without having obtained a license so to do; provided always, that this By-law shall not affect apply to or restrict the sale of the stock of an insolvent estate which is being sold or disposed of within the City if the insolvent carried on business therewith in the City of Dawson at the time of the issue of an attachment or of the execution of an assignment.

2. No transient trader who occupies premises in the City, and is not entered upon the Assessment Roll, or who may be entered for the first time upon the Assessment Roll of the City, in respect of income or personal property and who may offer good or merchandise of any description for sale by auction, or in any other manner, conducted by himself or by a licensed auctioneer, or by his Agent or otherwise shall carry on his trade or business, or offer goods or merchandise for sale in the City of Dawson in manner aforesaid without having paid the license fee herein-after mentioned before commencing to trade; provided always that this By-law shall not effect, apply to or restrict the sale of the stock of an insolvent estate, which is being sold or disposed of within the City, if the insolvent carried on his business therewith in

the City of Dawson at the time of the issue of an attachment or the execution of an assignment.

3. The word "premises" wherever it occurs, in the two preceding sections shall extend to and include scows, boats and vessels of any kind.

4. The words "transient trader," wherever the same occurs in Sections 1 and 2 of this By-law, shall extend to and include any person commencing in the City, the business in the said sections mentioned, who has not resided continuously in said city for a period of at least three months next preceding the time of the commencement by him of such business therein.

5. The sum to be paid for a license required under this By-law shall be five hundred dollars for each license, and the sum so paid for a license shall be credited to the trader paying the same upon and on account of taxes for the unexpired portion of the then current year as well as any subsequent taxes, should such trader remain in the City a sufficient time for taxes to become due and payable by him and in any other event to be taken and used by the City of Dawson as a portion of the license fund of such City.

6. The License required under this By-law shall be issued by the City Clerk upon payment to the City Treasurer of the sum of five hundred dollars by the person applying for such license.

Given under the common seal of the City of Dawson, this 14th day of July, A. D. 1902.

HENRY C. MACAULAY,

Mayor.

Certified.

E. W. SMITH,

City Clerk.

[SEAL.]

A BY-LAW OF THE CITY OF DAWSON RESPECTING THE
APPOINTMENT OF AN INSPECTOR OF LICENSES AND
THE ISSUE OF LICENSES IN CERTAIN CASES.

The Council of the City of Dawson enacts as follows:

1. There shall be an officer appointed by the Council to be called the Inspector of Licenses for the City of Dawson.

2. The following shall be the duties of the Inspector of Licenses

(1) To prepare classified alphabetical lists of all parties liable to take out licenses and to use all diligence to have the same correct, and submit the same monthly (or oftener if required) for the examination of the Treasurer;

(2) To receive and keep a registry of all applications for Licenses and transfers of licenses to be issued under this By-law or any other By-law of the City;

(3) To ascertain that the petitions accompanying such petitions are true in all particulars, and that the sureties tendered, where such are required, are solvent and responsible parties;

(4) To make or cause to be made an inspection of all premises in connection with which a license is sought, and to make every enquiry relative to matters connected with the granting of licenses requisite to secure a due observance of the law.

(5) To keep full particulars and duplicate counterparts of all licenses issued; and file a copy of such particular and one of the said duplicates in the office of the Treasurer.

(6) To make out all bonds, licenses, transfers and copies of the same, and to sign all licenses and transfers issued under this By-law.

(7) To visit or cause to be visited at least once in every month (and oftener, if necessary), all houses,

BY-LAW NO. 25.

BY-LAW OF THE CITY OF DAWSON TO AMEND BY-LAW
No. 17.

The Council of the City of Dawson enacts as follows:

Sub-section No. 17 of Section No. 35 of By-law No. 17, being, "A BY-LAW OF THE CITY OF DAWSON RESPECTING THE APPOINTMENT OF AN INSPECTOR OF LICENSES AND THE ISSUING OF LICENSES IN CERTAIN CASES" is hereby amended by striking out the words "drays or sleighs" in the second line of said sub-section, and the words "drays or sleighs" in the fourth line of said sub-section, and inserting in place thereof the word "Sleigh."

Given under the common seal of the City of Dawson this 8th day of September, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 26.

A BY-LAW OF THE CITY OF DAWSON RESPECTING THE
CONSTRUCTION OF SIDEWALKS.

The Council of the City of Dawson enacts as follows:

Upon the receipt by the Council of said City of a report from the City Engineer containing,

(a) A description of any lands adjoining any street or streets in said City,

(b) The name of the owner or owners, or occupant or occupants of said lands,

(c) A certificate that there is no sidewalk in front of said lands on the side of the street adjoining said land,

(d) A certificate that the place, height and grade of a proposed sidewalk on the street or streets in front of and which adjoin said lands has been indicated by stakes placed on said street or streets,

(e) A description of said proposed sidewalk, and of its height and grade,

(f) A Certificate that in the opinion of such Engineer the construction of such sidewalk is desirable.

(r) And a certificate that the said Engineer has given or caused to be given to the owner or owners, or occupant or occupants notice in writing of his intention to present such report to the said Council by the delivering or mailing of such notice to said owner or owners, or occupant or occupants.

1. The said Council may, by resolution, direct that a sidewalk shall be constructed in accordance with the report of said Engineer by such owner or owners, or occupant or occupants.

2. Upon the passing of any such resolution by said Council, the City Clerk shall mail, or cause to be mailed to such owner or owners, or occupant or occupants, addressed to his or their last known postoffice address a copy of such resolution, together with a copy of the report of the City Engineer.

3. Every such owner or occupant shall, within five days after the mailing of a copy of said resolution and report as provided in Section 2 hereof, construct or cause to be constructed a sidewalk of such description, height and grade and in such place or places on said street or streets as is directed in and by said resolution and report.

4. Any such owner or occupant who shall, for the space of five days after the mailing of a copy of said resolution and report, as provided in Section 2 hereof, neglect to construct a sidewalk as directed in and by said resolution and report shall, upon conviction thereof, before a Stipendiary or other Magistrate having jurisdiction within the said City, forfeit and pay, at the discretion of the said Stipendiary or other Magistrate convicting, a penalty, not exceeding the sum of \$100.00 and costs; and in default of payment of such penalty, the offender may be imprisoned with or without hard labor for a period not exceeding three months. The Stipendiary or other Magistrate convicting a saforesaid, may impose the whole or such part of the said penalty or punishment as he deems fit.

Given under the common seal of the City of Dawson, this 15th day of September, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 27.

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN
THE DAWSON ELECTRIC LIGHT AND POWER COM-
PANY, LIMITED, AND THE CITY OF DAWSON.

The Council of the City of Dawson enacts as follows:

1. The Mayor and City Clerk are hereby authorized to execute on behalf of the City under the Common Seal of the City, an agreement with the Dawson Electric Light and Power Company, Limited, and containing such terms not inconsistent with this By-Law, as they may think proper for the lighting of the City by electricity by the said Company, for a period of one year from the date of the passing of this By-law, at the price of \$7,800, payable by the City to the Company in instalments at the end of each calendar month so that the sum earned at the end of each calendar month shall be payable at the end of each month.

Given under the Common Seal of the said City,
this 15th day of September, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 30.

A BY-LAW OF THE CITY OF DAWSON TO AMEND BY-LAW NO. 4 OF THE SAID CITY.

The Council of the City of Dawson enacts as follows:

1. Section 2 of By-law No. 4, being "A By-law of the City of Dawson to regulate the proceedings of the Council of the City of Dawson and the Committees thereof," is hereby amended by striking out the words "at the Administration Building" and inserting in place thereof the words "at the office occupied by the City Clerk in the McLennan & McFeely Building, on First Avenue."

Given under the common seal of the City of Dawson, this 22nd day of September, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 31.

A BY-LAW OF THE CITY OF DAWSON TO PREVENT THE LOITERING OF CHILDREN ON THE PUBLIC STREETS.

The Council of the City of Dawson enacts as follows:

1. No person under the age of twelve years, shall, between the hours of 9 in the afternoon and 6 in the forenoon of the day following, loiter or stand as idlers on any of the public streets within the said City; provided, always, that nothing contained in this section shall be construed to any person under the said age, performing any service for his parent, guardian or master.

2. Any person found guilty of any infraction of any of the provisions of this By-law, shall be liable to the penalties imposed by By-law Number 5 of the City of Dawson.

Given under the common seal of the City of Dawson this 22nd day of September, 1902.

HENRY C. MACAULAY,
Mayor.

Certified.

E. W. SMITH,
City Clerk.

[SEAL.]

BY-LAW NO. 33.

A BY-LAW OF THE CITY OF DAWSON TO AMEND BY-LAW No. 16, BEING "A BY-LAW OF THE CITY OF DAWSON RESPECTING TRANSIENT TRADER::

The Council of the City of Dawson enacts as follows:

1. By-law No. 16, being "A BY-LAW OF THE CITY OF DAWSON RESPECTING TRANSIENT TRADERS," is hereby amended by adding at the end of Section 2 of said By-law the following section:

2A. The owner of any goods or merchandise situated within the said City, and the person offering any such goods or merchandise for sale within the said City, shall severally be deemed to occupy, within the meaning of Sections 1 and 2 of this By-law, the premises in or upon which such goods or merchandise are situated.

2. Section 3 of said By-law is hereby amended by striking out the word "two" and inserting in place thereof the words "Three."

3. Section 6 of said By-law is hereby amended striking out the words "five hundred," and inserting in place thereof the words "three hundred."

Given under the Common Seal of the City of Dawson, this 29th day of September, 1902.

62

BY-LAW NO. 34.

A BY-LAW TO AUTHORIZE THE MAYOR AND TREASURER OF THE CITY OF DAWSON TO BORROW FROM THE CANADIAN BANK OF COMMERCE THE SUM OF FIFTEEN THOUSAND DOLLARS.

WHEREAS the Council of the City of Dawson is empowered to effect temporary loans from any Chartered Bank or from any Corporation or individual such sums of money as may be required to defray the annual current expenditure of the said City, which has been duly authorized by the said Council notwithstanding that the same has not been rated upon the City, providing such loan or loans shall not in the whole be at any time more than seventy-five per cent. of the taxes levied during the preceding year, and that such loan shall be repaid within the financial year.

AND WHEREAS the sum of Fifty Thousand (\$50,000) Dollars has been borrowed by the said City of Dawson during the current year from the said Bank under and by virtue of "By-law No. 12, being a By-law "to authorize the Mayor and Treasurer of the City of Dawson to "borrow certain sums to meet the now current expenditure," passed by the Council of the said City on the fifth day of June, A. D. 1902, and of an Agreement between the said City and the said Bank, dated the sixth day of June, A. D. 1902.

AND WHEREAS the sum of One Hundred and forty-five thousand five hundred and ninety-five dollars and fifty cents (\$145,495.50) of taxes was levied in the said City during the immediate preceding year.

AND WHEREAS a further sum of Fifteen Thousand (\$15,000) Dollars may be required to defray the current expenditure of the said City during the year 1902, pending the collection of taxes for defraying the same. And the Canadian Bank of Commerce is willing to loan the said amount to the City of Dawson.

BY-LAW NO. 35.

A BY-LAW OF THE CITY OF DAWSON RESPECTING THE
DAWSON PUBLIC LIBRARY.

Repealed.

127
REPEALED
BY-LAW NO. 36.

A BY-LAW OF THE CITY OF DAWSON TO AUTHORIZE THE
LEVYING AND COLLECTING OF A RATE ON THE AS-
SESSED VALUE OF THE PROPERTY AND INCOME IN
THE SAID CITY TO RAISE THE AMOUNTS NECESSARY
IN THE YEAR 1902 TO DEFRAY THE EXPENSES OF
THE SAID CITY FOR THE SAID YEAR.

Whereas it is necessary to authorize the levying
and collection on the assessed value of the property
and income assessed in the Assessment Roll for the
City of Dawson for the year 1902, as finally passed by
the Assessment Appeal Court, of a rate of one and one-
quarter cents on the dollar to raise the sum of One
hundred and thirty-three thousand, two hundred and
thirty dollars and fifty cents, being the amount re-
quired to defray the expenses of the said city for the
current year, in accordance with the estimates made
by the said Council of all sums which are required
for the lawful purposes of the said City for the
current year, after crediting the probable receipts
from all sources other than the rates for the current
year, and making due allowance in such estimates for
the abatement, losses and expenses which may occur in
the collection of the taxes and for taxes which may not
be collected or collectable.

AND WHEREAS the said sum to be levied is the
Council's estimates for said purposes.

NOW THEREFOR the Council of the said
City of Dawson enacts as follows:

1. There shall be levied and collected in and for
the year 1902 a rate of one and one-quarter cents on
the dollar on the assessed value of the property and

BY-LAW NO. 80

A BY-LAW OF THE MUNICIPALITY OF THE CITY OF DAWSON
TO PROVIDE FOR THE COLLECTION, REMOVAL AND DIS-
POSAL OF GARBAGE, REFUSE, ASHES AND EXCRETA.

The Council of the City of Dawson in open meeting assembled, enacts as follows:

1. This By-law may be cited as the "Garbage By-Law".
2. In this By-Law
 - (a) "Apartment House" means a building which is, or intended to be occupied as a habitation or place of residence by more than two families living independently of one another upon the same premises; and shall also include hotels, licensed rooming house, licensed boarding house, and a group of more than two cabins, and shall also include any room or suite of rooms in any building containing any trade trade premises.
 - (b) "Ashes" means cinders and ashes from any substance used for fuel after such fuel has been consumed by fire.
 - (c) "Excreta" means human excreta.
 - (d) "Garbage" means all kitchen and table refuse, condemned meats, fish, fruits, vegetables, and other like waste or decomposing matter.
 - (e) "Garbage Collector" means a duly licensed scavenger with whom the municipality has contracted to collect garbage, refuse, ashes, and excreta, and includes employees of the scavenger. Except that where the municipality has not contracted for the said service, "garbage collector" means the City Clerk, or such person or persons as he may designate.
 - (f) "Householder" means any person occupying any dwelling, habitation or place of residence within the City, but shall not include any person who is merely a boarder, roomer, or lodger therein, or any occupant of any part of any apartment house.
 - (g) "Refuse" means broken dishes, tins, glass, rags, cast off clothing, waste paper, excelsior, food containers, grass cuttings, weeds, garden refuse, and all similar substances that accumulate in or originate from, or in connection with, a dwelling or apartment house and shall include excreta.
 - (h) "Trade Premises" means any restaurant, cafe, warehouse, hotel, store, wholesale or retail business place, office block, or any block or building, other than a dwelling or apartment house.
 - (i) "Trade Refuse" means any accumulation of waste and abandoned materials resulting from the operation of a trade or business upon any trade premises.
3. The collection, removal and disposal of garbage, refuse and ashes shall be under the supervision of the City Council.

(cont'd)

By-Law No. 80 (cont'd)

4. Every householder, apartment house owner, and the owner or occupier of every trade or business premises shall provide and maintain thereon at all times, in good repair, such water-tight metal receptacles as the garbage collector may, in his discretion, deem necessary to provide storage for garbage, refuse and ashes.
5. The collection, removal and disposal of garbage, refuse and ashes shall be effected from all dwellings once weekly, and from all apartment houses, trade and business premises at such time or times as required by the owner or occupier and as arranged to the satisfaction of the City Council.
6. No collection shall be made from the inside of any residence or from the basement or upper floors of any apartment house, trade or business premises.
7. No person shall place or keep receptacles for garbage, refuse and ashes upon any lane or street within the City, but all such receptacles shall be placed and kept at the rear or side of the building or premises concerned, as near the lane as practicable so that the collector shall have unobstructed and convenient access thereto; except that where no lane exists in the rear or side of any building or premises, or, conditions exist making it impracticable to place and keep such receptacles at the location specified herein such receptacles shall be placed and kept where directed by the garbage collector.
8. All receptacles shall be so secured that they cannot be overturned; but such securing must not impede the handling of the receptacle when it is being emptied.
9. (1) Wet garbage and refuse other than excreta, shall be thoroughly drained of all liquid, and securely wrapped in paper before it is placed in the receptacles.

(2) Rags, paper, magazines, cast off garments, and other like materials shall be securely tied in bundles or put in containers and placed along side the receptacle for collection and removal.

(3) No person, other than a lawful user thereof or the garbage collector shall open any receptacle, or remove anything therefrom, or in any way disturb the contents thereof; nor shall any other person handle, interfere with, or in any manner disturb any refuse of any kind put out for collection and removal.

(4) No person shall use the City Dump unless authorized by City Council.
10. The garbage collector shall have the right to enter at all convenient times all premises and yards for the purpose of performing his duties.
11. This By-Law shall be in force throughout the Municipality and the cost of the collection, removal and disposal of garbage, refuse and ashes shall be recovered from the owners or occupiers of all property in the municipality in the following manner:
 - (1) On or before the 15th day of each month there shall be paid to the City Clerk
 - (a) by every householder the sum of Three Dollars (\$3.00);
 - (b) by every apartment house owner and the owner or occupier of every trade or business premises in respect of -

(cont'd)

Section 11
Revised by
134

By-Law No. 80 (cont'd)

- (i) once weekly service the sum of Five Dollars (5.00),
- (ii) twice weekly services the sum of Ten Dollars (\$10.00),
- (iii) thrice weekly services the sum of Fifteen Dollars (\$15.00),
- (iv) Four weekly services the sum of Twenty Dollars (\$20.00),
- (v) Five weekly services the sum of Twenty-Five Dollars (\$25.00),
- (vi) Six weekly services the sum of Thirty Dollars (\$30.00).

(2) In case of default in payment of the amounts set forth in Subsection (1), the amounts so payable shall be charged against the real property affected as a special tax to be recovered in like manner as other taxes on real property.

12. This By-Law shall not in any way be deemed to revoke or otherwise affect the provisions of the Public Health By-Law.

This By-Law received first reading April 25th, 1962.

This By-Law received second reading April 25th, 1962.

This By-Law received third reading May 2nd, 1962.

Mayor

City Clerk

This By-Law Passed May 2nd, 1962.

REPEALED

BY-LAW NO. 87

A BY-LAW OF THE MUNICIPALITY OF THE CITY OF
DAWSON TO PROVIDE FOR THE LEVY OF A REAL
PROPERTY TAX AND A DISCOUNT AND PENALTY ON
SAME FOR THE 1963 TAXATION YEAR.

1-23-1-1

WHEREAS under the provisions of the Municipal Ordinance being Chapter 1 of the Ordinances of the Yukon Territory, 1959, (Second Session), the Council of the Municipality of the City of Dawson may provide for the levy of a real property tax, and for a discount and penalty on such real property tax.

AND WHEREAS it is deemed expedient and equitable that such levy of a real property tax be made and that a provision for such discount and penalty be made,

NOW THEREFORE, the Council of the Municipality of the City of Dawson in open meeting assembled, enacts as follows:

- Part 1*
1. 55 Mills
2. 41 Mills for general purposes
3. 14 Mills for school purposes
1. A tax of 55 Mills be levied on all real property unless otherwise exempt, in the Municipality of the City of Dawson; 41 Mills for general purposes and 14 Mills for school purposes.
 2. A discount of 5% shall be granted on all payments of taxes made before September 30th, 1963. The discount will not apply to permit the granting of a discount in respect of any local improvement taxes or poll taxes.
 3. In the event of taxes remaining unpaid after the thirty first day of October in 1963, there shall be added to such unpaid taxes a penalty of six percent in the next succeeding twelve month period, and in each succeeding twelve month period thereafter, so long as the taxes remain unpaid.

PASSED IN OPEN COUNCIL THIS 8th day of May, 1963.

This By-Law revokes By-Law 82.

J. H. McCausland, Mayor

M. J. Comadina, City Clerk

This By-Law received

1st reading the 27th day of March, 1963.
2nd reading the 27th day of March, 1963.
3rd reading the 8th day of May, 1963.

REPEALED
By Bylaw 95



Mr. Hughes - if Comm. agrees to disallowance, should be not write a formal letter to the city 1-23-1-1

15. B. F.

P. O. Box 2029,
Whitehorse, Y. T.,
June 4, 1963

Mr. M. J. Comadina,
City Clerk,
City of Dawson,
P. O. Box 308,
Dawson, Y. T.

*I am not advising Comm. yet.
- I am indicating my feeling
I must advise him ... this
gives Comadina a chance to*

Dear Sir:

Re: By-law No. 87

*justify the present
form of 87.*

I notice that the copy of this by-law was received in the Commissioner's office on 29th May. I draw your attention to the fact that subsection 1 of section 56 of the Municipal Ordinance stipulates that a copy of a by-law shall be forwarded to the Commissioner within ten days after the passing thereof. Perhaps this requirement can be observed in future. I note the third reading of by law 87 was given on 8th May.

There is a more serious objection to the by-law as presented, however, and it is an objection which I failed to note last year in connection with by-law 82, and which apparently went unremarked for a number of years by previous legal advisers.

It is in my view not proper for by-law number 87 to revoke by-law number 82. I note by-law 82 had purported to revoke by-law number 72 which in turn had purported to revoke by-laws 63 and 57. Doubtless the chain of revocations goes back for years and years.

You should consider the effect of such a revocation. It would make collections impossible for arrears in past years and penalty impositions might be called in question. I suggest that the by-law be re-submitted without the revocation clause and also you should at that time consider whether the word "all" should appear in the first line of section 2 since it might be argued the discount should be granted on taxes which had been arrears in previous years.

Perhaps you might consider whether the levy for the general purposes and the levy for school purposes should not be separated into different sections and no reference be made to the total mill rate. I suggest section 1 might read "a tax of 41 mills for general purposes be levied on all real property, etc.", and a new section 2 be created reading "a tax of 14 mills for school purposes be levied on all real property, etc." I make these suggestions for your consideration and if you have any doubt about the course to adopt, perhaps you will discuss the matter with your legal adviser.

In the meantime I feel I must advise the Commissioner to disallow number 87 as it is drawn with the revocation clause included.

Yours truly,

[Signature]
C. P. Hughes

Legal Adviser

CPH:KR

THE CITY OF DAWSON



*P.D.
5 June/63
H.*

P.O. Box 308
DAWSON CITY, YUKON.

May 27, 1963.

Mr. G.R. Cameron,
Commissioner,
Whitehorse, Y.T.

1-23-1-1

Dear Sir:

Enclosed for your approval are three copies of By-Law 87.

By-Law 87 has been approved as to form by Wylie & Collins,
City Solicitors.

* Also enclosed is the reply of C.B.C. to the Citizens Brief
regarding local radio service. A copy of the Brief was mailed to
your office some time ago.

Yours truly,

M.J. Comadina

M.J. Comadina,
City Clerk.

↓
K.B. Sent in previous envelope

*Mr. Fitzgerald
Mr. Hughes*

*See memo.
Advised Comadina
Revocation clause
is bad. P.*



BY-LAW NO. 93

A BY-LAW OF THE MUNICIPALITY OF THE CITY OF DAWSON TO
AUTHORIZE THE CANCELLATION OF CERTAIN ARREARS OF TAXES

WHEREAS the taxes levied for the taxation year 1961 in respect of Lot 4 Block B in the Ladue Estate in the City of Dawson amounted to \$331.49.

AND WHEREAS the Council of the Municipality of the City of Dawson is of the opinion that to enforce payment of \$97.07 of the aforementioned sum would work a hardship on the owner of the property.

NOW THEREFORE the Council of the Municipality of the City of Dawson in regular session assembled enacts as follows:

1. The sum of \$97.07, being a portion of the taxes in arrears and levied during the taxation year 1961 in respect of Lot 4 Block B in the Ladue Estate in the City of Dawson, is hereby cancelled.

THIS BY-LAW RECEIVED:

1st Reading	June 26, 1963
2nd Reading	June 26, 1963
3rd Reading	June 26, 1963

J. H. M. Bausland
Mayor

M. J. Comadina
City Clerk

BY-Law No. 109

A BY-LAW OF THE MUNICIPALITY OF THE CITY OF DAWSON TO PROVIDE FOR THE LEVY OF A REAL PROPERTY TAX AND A DISCOUNT AND PENALTY ON SAME FOR THE 1965 TAXATION YEAR.

WHEREAS under the provisions of the Municipal Ordinance being Chapter 1 of the Ordinances of the Yukon Territory, 1959, (Second Session), the Council of the Municipality of the City of Dawson may provide for the levy of a real property tax, and for a discount and penalty on such real property tax.

AND WHEREAS it is deemed expedient and equitable that such levy of a real property tax be made and that a provision for such discount and penalty be made.

NOW THEREFORE, the Council of the Municipality of the City of Dawson in open meeting assembled, enacts as follows:

1. A tax for the year 1965 of 55 mills, being 40 mills for general purposes and 15 mills for school purposes, shall be and is hereby levied on all real property liable to taxes in the Municipality of the City of Dawson.
2. A discount of 5% shall be granted on all payments of taxes for the year 1965 made before September 30th, 1965, except that such discount will not apply to the payment of any local improvement taxes or poll taxes.
3. In the event of taxes remaining unpaid after the thirty first day of October in 1965, there shall be added to such unpaid taxes a penalty of six percent in the next succeeding twelve month period, and in each succeeding twelve month period thereafter, so long as the taxes remain unpaid.

This By-Law revokes By-Law 101.

THIS BY-LAW RECEIVED:

1st Reading 10th day of March, 1965
2nd Reading 10th day of March, 1965
3rd Reading 10th day of March, 1965

THIS BY-LAW PASSED: 10th day of March, 1965

Mayor

M. J. Comadina
City Clerk

BY-LAW NUMBER 123

A BY-LAW OF THE MUNICIPALITY OF THE CITY OF DAWSON RESPECTING
THE CANCELLATION OF TAXES LEVIED AGAINST CERTAIN PROPERTIES
IN THE MUNICIPALITY.

WHEREAS there are taxes owing in the aggregate total amount of \$468.68 for the taxation year 1966, in respect of the hereinafter described properties which have been set aside as historical sites in the City of Dawson, as follows:

Lot 12, Block B, Ladue Estate	\$80.63
Lot 7, Block K, Ladue Estate	27.36
South ½ of Lot 8, Block L, Ladue Estate	24.54
East ¾ of South ½ of Lot 11, Block HB Ladue Estate	63.83
Lot 10, Block HE, Ladue Estate	211.09
South ½ of Lot 20, Block J, Ladue Estate	61.23
	<u>\$468.68</u>

NOW THEREFORE the Council of the Municipality of the City of Dawson in regular session assembled enacts as follows:

1. The total aggregate amount of taxes in the sum of \$468.68 owing for the taxation year 1966 in respect of the following properties, namely:

Lot 12, Block B, Ladue Estate

Lot 7, Block K, Ladue Estate

South ½ of Lot 8, Block L, Ladue Estate

East ¾ of South ½ of Lot 11, Block HB, Ladue Estate

Lot 10, Block HE, Ladue Estate

South ½ of Lot 20, Block J, Ladue Estate

all in the City of Dawson, are hereby cancelled.

V.C. Mellor
Mayor

W.E. Troberg
City Clerk

This By-Law received

1st reading the 7th day of September, 1966
2nd reading the 7th day of September, 1966
3rd reading the 7th day of September, 1966

READ a third time, PASSED and ADOPTED by a unanimous vote of all members of Council present this (7th day of September, 1966.)

Certified true copy of City of
Dawson By-Law No. 123.

BY - LAW NO. 144

A BY-LAW OF THE MUNICIPALITY OF THE CITY OF DAWSON
TO AMEND BY-LAW NO. 127

The Council of the Municipality of the City of Dawson
in regular meeting assembled, enacts as follows:

1. To delete all the words after the word 'person'
and up to the word 'in' in Sub-Section (c) of
Section 2 of By-Law No. 127.
2. To Read:
(c) Owner means any person in possession or
control of any dog or who harbours any
dog or suffers any dog to remain in or
about his home, premises, or business
establishment.

This By-Law Received:

1st Reading	April 8, 1970
2nd Reading	April 8, 1970
3rd Reading	April 8, 1970

With the unanimous consent of Council.

Fabien Salois
Fabien Salois
Mayor

Landra Hakonson
Landra Hakonson
Acting City Clerk

Certified true copy of the City of
Dawson By-Law No. 144

Landra Hakonson

City of Dawson

BYLAW # 265

A Bylaw to authorize the installation of a new water and sewer system.

WHEREAS Section 104 (1) (c), Municipal Ordinance, Chapter 10, Ordinance of the Yukon Territory, (1972 First Session) authorizes the Council of the City of Dawson to make, deepen, enlarge or lengthen a common sewer or water main, and

WHEREAS the Council of the City of Dawson deems it urgent and necessary to replace the entire water and sewer system of the City of Dawson,

NOW THEREFORE, the Council of the City of Dawson in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Short Title

This Bylaw may be cited as the "Water and Sewer Bylaw".

2. Authority

The Government of Yukon is hereby authorized to replace the entire water and sewer system within the City.

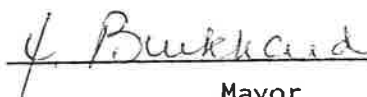
3. Enactment

The provisions of this Bylaw shall come into full force and effect on the passing thereof.

READ a first time, this 6th day of July, 1977

READ a second time, this 6th day of July, 1977

READ a third time and finally passed this 20th day of July, 1977



Mayor



City Manager

CITY OF DAWSON

BYLAW # 79-03

A Bylaw to declare designated buildings a nuisance.

WHEREAS Section 120 (2), Chapter 14 of the Municipal Ordinance (1975 Second Session) authorizes the Council of the City of Dawson under certain conditions to declare any building to be a nuisance, and,

WHEREAS the Council of the City of Dawson deems certain buildings to be dangerous to public safety and health,

NOW THEREFORE, the Council of the City of Dawson in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Short Title

This Bylaw may be cited as the "Building Nuisance Bylaw".

2. Designated Buildings

All buildings located on the properties identified on schedule "A" attached to and being part of this Bylaw are hereby declared to be a nuisance.

3. Repeal

Bylaw # 296 is hereby repealed.

4. Enactment

The provisions of this Bylaw shall come into full force and effect on the passing thereof.

READ a first time this 16th day of May, 1979.

READ a second time this 16th day of May, 1979.

READ a third time and finally passed this 16th day of May, 1979.


MAYOR


CITY MANAGER

CITY OF DAWSON

BYLAW # 79-03

SCHEDULE "A"

1. Registered Owner: MICHAEL K. PIERCE, Title # 77Y153

Lot 7, in Block I, in the Ladue Estate, in the City of Dawson, in the Yukon Territory, as shown on a plan of record in the Canada Lands Survey Records in the Department of Energy, Mines and Resources at Ottawa as No. 8338A;

2. Registered Owner: MARTIN D. VICTOR, Title # 46700

The southeasterly one quarter of Lot 12 (SE $\frac{1}{4}$ Lot 12), and the whole of Lots 13 and 14, in Block D, in the Ladue Estate, in the Townsite of Dawson, in the Yukon Territory, as said Lot(s) are shown on a plan of survey of said Townsite of record in the Canada Lands Surveys Records in the Department of Energy, Mines and Resources at Ottawa under number 8338A.

CITY OF DAWSON

BYLAW # 80-18

A Bylaw to declare a building to be a nuisance.

WHEREAS Section 120.1 (2) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to declare any building to be a nuisance, and

WHEREAS Sections 120.1 (3) to (10) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorize the Council of the City of Dawson to remedy any nuisance declared.

NOW THEREFORE, the Council of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1. SHORT TITLE

This bylaw may be cited as the "Building Nuisance Bylaw # 1".

2. Designated Building

All buildings on the east half of Lot 11 and the east half of lot 12, Block J, Ladue Estate, Group 1052, City of Dawson and registered land title # 77Y1374 are hereby declared to be a nuisance.

3. Nuisance Definition

All buildings declared to be a nuisance in this Bylaw are deemed to be a nuisance on the grounds of the buildings:

- a) substantially depreciate the value of other property in the vicinity, and,
- b) are substantially detrimental to the amenities of the neighbourhood.

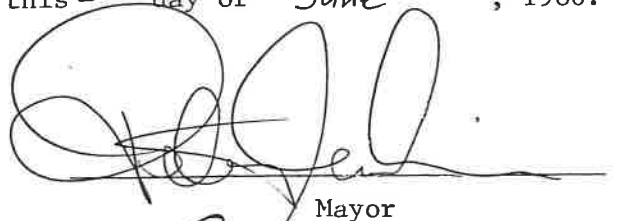
4. Enactment

The provisions of this Bylaw shall come into full force and effect on the passing thereof.

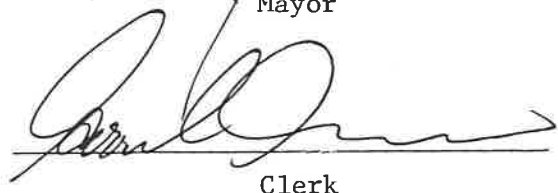
READ a first time this 5th day of June, 1980.

READ a second time this 5th day of June, 1980.

READ a third time and finally passed this 26 day of June, 1980.



Mayor



Clerk

CITY OF DAWSON

BYLAW #80-20

A Bylaw to declare a building to be a nuisance.

WHEREAS Section 120.1 (2) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to declare any building to be a nuisance, and

WHEREAS Sections 120.1 (3) to (10) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to remedy any nuisance declared.

NOW THEREFORE, the Council of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1. Short Title

This Bylaw may be cited as the "Building Nuisance Bylaw #2".

2. Designated Building

The building on Lot 8 and the east half of lot 9, Block 2, Day Addition, Group 1052, City of Dawson, and registered land title #74Y290 is hereby declared to be a nuisance.

3. Nuisance Definition

The building declared to be a nuisance in this Bylaw is deemed to be a nuisance on the grounds of the building:

- a) being dangerous to public safety or health
- b) substantially depreciating the value of other property in the vicinity, and,
- c) being substantially detrimental to the amenities of the neighborhood.

4. Enactment

The provisions of this Bylaw shall come into full force and effect on the passing thereof.

READ a first time this 5th day of June, 1980

READ a second time this 5th day of June, 1980

READ a third time and finally passed this 26th day of June, 1980.


Mayor


Clerk

CITY OF DAWSON

BYLAW #80-20

A Bylaw to declare a building to be a nuisance.

WHEREAS Section 120.1 (2) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to declare any building to be a nuisance, and

WHEREAS Sections 120.1 (3) to (10) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to remedy any nuisance declared.

NOW THEREFORE, the Council of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1. Short Title

This Bylaw may be cited as the "Building Nuisance Bylaw #2".

2. Designated Building

The building on Lot 8 and the east half of lot 9, Block 2, Day Addition, Group 1052, City of Dawson, and registered land title #74Y290 is hereby declared to be a nuisance.

3. Nuisance Definition

The building declared to be a nuisance in this Bylaw is deemed to be a nuisance on the grounds of the building:

- a) being dangerous to public safety or health
- b) substantially depreciating the value of other property in the vicinity, and,
- c) being substantially detrimental to the amenities of the neighborhood.

4. Enactment

The provisions of this Bylaw shall come into full force and effect on the passing thereof.

READ a first time this 5th day of June, 1980

READ a second time this 5th day of June, 1980

READ a third time and finally passed this 26th day of June, 1980.


Mayor


Clerk

City of Dawson

BYLAW #82-06

A Bylaw to declare buildings to be a nuisance.

WHEREAS Section 120.1 (2) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to declare any building to be a nuisance, and

WHEREAS Sections 120.1 (3) to (10) Municipal Ordinance, Chapter M-12, Ordinances of the Yukon Territory authorizes the Council of the City of Dawson to remedy any nuisance declared.

NOW THEREFORE, the Council of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1. Short Title

This Bylaw may be cited as the "Building Nuisance Bylaw".

2. Designated Building

See Appendix "A".

3. Nuisance Definition

The buildings declared to be a nuisance in this Bylaw are deemed to be a nuisance on the grounds of the building:

- a) being dangerous to public safety or health and,
- b) being substantially detrimental to the amenities of the neighborhood.

4. Enactment

The provisions of this Bylaw shall come into full force and effect on the passing thereof.

READ a first time this 6 day of May, 1982.

READ a second time this 6 day of May, 1982.

READ a third time and finally passed this 6 day of May, 1982.



Mayor



Clerk



City of Dawson

Bylaw #82-06

APPENDIX "A"

- 1) The building located on the east half of lot 11, Block HA, Harper Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 2) The building located on lot 12, Block HA, Harper Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 3) The building located on lot 10, Block HB, Harper Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 4) The building located on lot 13, Block B, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 5) The building located on lot 7, Block F, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 6) The building located on lot 8, Block F, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 7) The trailer located on lot 9, Block F, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 8) The building located on the south 12.5 feet of lot 15, lot 16 and the north half of lot 17, Block J, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 9) The building located on the south quarter of lot 19, and the north half of lot 20, Block J, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 10) The trailer located on lot 9, Block O, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 11) The building located on the west 67 feet of lot 18, Block L, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 12) The building located on the west half of lot 11, Block LC, Ladue Estate, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 13) The building located on lot 16, Block H, Government Addition 12, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 14) The building located on the east 23 feet of lot 1, Block I, Government Addition 12, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 15) The building located on lot 1, Block A, Menzies Addition, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 16) The building located on lot 1, Block G, Menzies Addition, Group 1052, City of Dawson is hereby declared to be a nuisance.
- 17) The building located on lot 2, Block H, Menzies Addition, Group 1052, City of Dawson is hereby declared to be a nuisance.

The Town of The City of Dawson

BYLAW #83-14

A Bylaw to declare buildings to be a nuisance and unsafe.

WHEREAS, Section 287(1) of the Municipal Act, Acts of the Yukon Territory, authorizes the Council of the Town of the City of Dawson to declare any building to be unsafe;

WHEREAS, Section 287(6) of the Municipal Act, Acts of the Yukon Territory, authorizes the Council of the Town of the City of Dawson to remedy any nuisance declared.

NOW THEREFORE, The Council of the Town of The City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

Short Title

1(1) This Bylaw may be cited as the "Building Nuisance Bylaw #2".

Designated Building

2(1) The buildings on the North one half of lot nine and lot ten, Block HI, Harper Estate.

Nuisance Definition

3(1) The buildings declared to be in an unsafe condition in this Bylaw are deemed to be a nuisance on the grounds of the building:

- a) Being dangerous to public safety or health and
- b) Being substantially detrimental to the amenities of the neighborhood.

Order of Remedy

4(1) The owner of the building is hereby notified that the structure shall be demolished and removed on July 9, 1984.

4(2) The cost of such demolition shall be added to and form part of the taxes on the land on which the building is situated.

Enactment

5(1) The provisions of this Bylaw shall come into full force and effect on the passing thereof.

READ A FIRST TIME THIS 27 DAY OF October A.D. 1983.

READ A SECOND TIME THIS 7 DAY OF Jun A.D. 1984.

READ A THIRD TIME AND FINALLY PASSED THIS 7 DAY OF Jun A.D. 1984.


Mayor


Clerk



The Town of the City of Dawson

BYLAW #85-07

A Bylaw to declare property to be untidy and unsightly.

WHEREAS, Section 304(1)(f) of the Municipal Act, Acts of the Yukon Territory authorizes the Council of the Town of the City of Dawson to declare a property untidy and unsightly, and

WHEREAS, Section 304 (1)(f) of the municipal Act, Acts of the Yukon Territory authorizes the Council of the Town of the City of Dawson to remedy any untidy and unsightly property declared,

NOW THEREFORE, The Council of the Town of the City of Dawson in open meeting assembled, hereby, ENACTS AS FOLLOWS:

SHORT TITLE

1(1) This Bylaw may be cited as the Property Nuisance Bylaw #1.

DESIGNATED PROPERTY

2(1) Lots 3, 4, and 5, Block HI, Harper Estate

NUISANCE DEFINITION

3(1) The property declared to be untidy and unsightly are deemed to be a nuisance on the grounds;

- a) construction materials have been allowed to accumulate without the issuance of a valid building permit and
- b) the Dawson Zoning Bylaw does not provide for the accumulation of construction material in a General Commercial Zone.

ORDER OF REMEDY

4(1) The owner of the property is hereby notified that the accumulation of material shall be removed on or before August 1, 1985.

4(2) Should the material not be removed by the specified date, the City will undertake the removal and the cost of such removal shall be added to and form part of taxes on the land on which the material is situated.

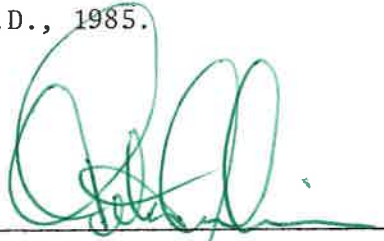
ENACTMENT

5(1) The provisions of this Bylaw shall come into full force and effect upon the passing thereof.


READ A FIRST TIME THIS 6 DAY OF Jun A.D., 1985

READ A SECOND TIME THIS 20 DAY OF Jun A.D., 1985.

READ A THIRD TIME AND FINALLY PASSED THIS 4 DAY OF July A.D., 1985.



Mayor



Clerk



The Town of the City of Dawson

BYLAW #86-09

A Bylaw to amend Bylaw #85-10 being the Public Service Bylaw.

WHEREAS, Section 188(4) of the Municipal Act, Acts of the Yukon Territory, authorizes the Council of the Town of the City of Dawson to fix remuneration and other benefits, hours of work and other conditions of employment and provide a benefits program with respect of officers and employees of the municipality.

NOW THEREFORE, the Council of the Town of the City of Dawson in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

SHORT TITLE

1(1) This Bylaw may be cited as the "Public Service Amendment Bylaw".

AMENDMENTS

2(1) Appendix "B" of Bylaw #85-10 is substituted with the attached Appendix "B".

ENACTMENT

3(1) The provisions of this Bylaw shall come into full force and effect on July 1, 1986.


READ A FIRST TIME THIS 3rd DAY OF July A.D. 1986.

READ A SECOND TIME THIS 3rd DAY OF July A.D. 1986.

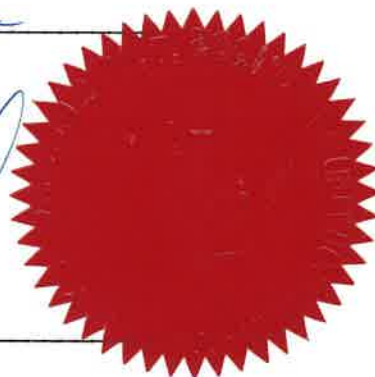
READ A THIRD TIME AND FINALLY PASSED THIS 17th DAY OF July A.D. 1986.



Mayor



Clerk



REPEALED
By Bylaw #88-26

APPENDIX "B"

BYLAW #86-09

PUBLIC SERVICE AMENDMENT BYLAW

(a) <u>Municipal Employees</u>	<u>Salary or Wage</u>	<u>Payroll Loading</u>
Treasurer	\$2,091.13/mo	22.50%
Accounting Clerk/Stenographer	\$1,933.75/mo	22.50%
Utility Systems Foreman	\$ 15.72/hr	40.25%
Utility Systems Operator 1	\$ 13.82/hr	40.25%
Utility Systems Operator 2	\$ 11.41/hr	40.25%
Public Works Labourer 1	\$ 12.43/hr	40.25%
Public Works Labourer 2	\$ 9.96/hr	40.25%
Pool Manager	\$ 10.15/hr	12.00%
Lifeguard	\$ 8.86/hr	12.00%
Rink Attendant	\$ 10.15/hr	40.25%

(b) Sponsored Employees

Hourly rate as negotiated with the sponsor. At the discretion of the City Manager, an additional amount not to exceed \$3.00 per hour.

The Town of the City of Dawson

BYLAW #88-17

A Bylaw to amend Bylaw #88-01 being the Public Service Bylaw.

WHEREAS, the Municipal Act, Chapter 119 of the Statutes of the Yukon Territory, authorizes the Council of the Town of the City of Dawson to fix remuneration and other benefits, hours of work and other conditions of employment and provide a benefits program with respect to officers and employees of the municipality.

NOW THEREFORE, The Council of the Town of the City of Dawson in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1. SHORT TITLE

1.01 This Bylaw may be cited as the "Public Service Amendment Bylaw".

2. AMENDMENTS

2.01 Appendix "B" of Bylaw #86-09 is substituted with the attached Appendix "B".

3. ENACTMENT

3.01 The provisions of this Bylaw shall be deemed to have come into full force and effect on April 1, 1988.

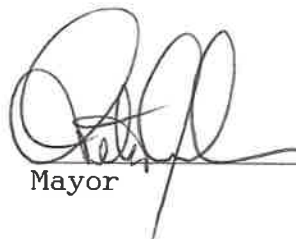
4. REPEAL

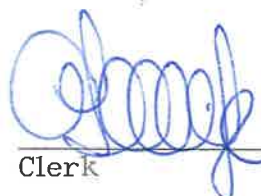
4.01 Bylaw #88-01 is hereby repealed.

READ A FIRST TIME THIS 16 DAY OF JUNE
A.D., 1988.

READ A SECOND TIME THIS 16 DAY OF JUNE
A.D., 1988.

READ A THIRD TIME AND FINALLY PASSED THIS 21 DAY
OF JULY A.D. 1988.


Mayor


Clerk



APPENDIX "A"

BYLAW #88-17
PUBLIC SERVICE AMENDMENT BYLAW

(a)	Municipal Employees	Salary or Wage	Payroll Loading
	Treasurer	\$2,000.-\$2,500./mo.	22.50%
	Accounting Clerk/Stenographer	\$1,800.-\$2,300./mo.	22.50%
	Utility Systems Lead Hand #1	\$16.50/hr.	40.25%
	Utility Systems Operator	\$15.72/hr.	40.25%
	Public Works Employee #1	\$13.67/hr.	40.25%
	Public Works Employee #2	\$12.00/hr.	40.25%
	Season Casual Employee	\$ 7.50-\$11.00/hr.	12.00%

(b) Sponsored Employees

Hourly rate as negotiated with the sponsor. At the discretion of the City Manager, an additional amount not to exceed \$3.00 per hour.

(c) Salaried Office Relief

At the discretion of the City Manager, monthly rate to range from \$1,500.00 to \$2,300.00 per month.

(d) Red Circle Employees

Seasonal employees who would otherwise receive a cut in pay may be red-circled at their previous wage.

RECEIVED
90-32

The Town of the City of Dawson

BYLAW #89-01

A Bylaw to amend Water and Sewer Bylaw #88-07

WHEREAS the Municipal Act provides that Council operating and maintaining a water distribution system may by bylaw fix the rates, terms and conditions under which water may be supplied and used; and

WHEREAS the Municipal Act provides that the Council may by bylaw impose a charge for the use of a sewer system; and

WHEREAS it is deemed necessary to amend the Town of the City of Dawson Bylaw #88-07 being the Water and Sewer Bylaw:

NOW THEREFORE the Council of the Town of the City of Dawson in open meeting assembled, hereby ENACTS AS FOLLOWS:

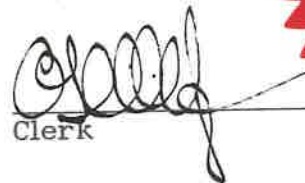
1. This Bylaw may be cited as the "1989 Water and Sewer Amendment Bylaw".
2. The Rate Schedule attached as Appendix "A" to Bylaw #88-07 is hereby repealed and the revised Rate Schedule attached hereto as Appendix "A" and forming part of this Bylaw is substituted therefor.
3. This Bylaw shall be deemed to have been in full force and effect on and from the 1st day of January, 1989.

READ A FIRST TIME THIS 19th DAY OF January, 1989.

READ A SECOND TIME THIS 19th DAY OF January, 1989.

READ A THIRD TIME AND FINALLY PASSED THIS 2nd DAY OF February, 1989.


Mayor


Clerk



The Town of the City of Dawson

APPENDIX "A"
Rate Schedule

BYLAW #89-01

The following fee shall be paid in respect of real property service by the Dawson City Water and Sewer System effective the first day of January, 1989.

Water and Sewer Rates - One Month Period

1. FLAT RATES

Minimum monthly charge for each water & sewer service	\$29.76
Dwelling, Single Family	
- for the first dwelling unit	\$29.76
- For the second & each dwelling unit thereafter	\$15.77
Dwelling, Duplex or Semi-Detached	
- for each dwelling unit	\$29.76
Dwelling, Multiple Family	
- for each dwelling unit	\$29.76
Apartments	
- for the first apartment	\$29.76
- for the second & each apartment thereafter	\$15.77
Hotels & Motels	
- for each rentable room or dwelling unit	\$ 8.18
Lounges, Cafes, Taverns, & Dining Rooms	
- for each washroom	\$34.22
Service Stations	
- for each washroom	\$29.76
- additional for car wash facility	\$81.64
- additional for trailer sewage disposal facility	\$29.76
Businesses & Government Establishments including Residences	
- for each washroom	\$29.76
Schools	
- for each classroom	\$30.61
Hospitals & Nursing Stations	
- for each bed	\$24.49
Trailer Courts	
- for each trailer (as calculated on the 1st of each month)	\$15.63
Laundry & Laundromats	
- for each washer	\$29.76
Community Non-Profit Organizations	
- for each washroom	\$29.76

2. METERED RATES

(a) for each cubic metre of water supplied	\$.80
(b) minimum amount	\$29.76

3. WATER & SEWER INSTALLATIONS

- (a) The cost of a 20mm residential service to the property line with water and sewer service in the same trench (water 20mm, sewer 100mm) shall be \$2,000.00 if installed between July 1st and September 30th. If installed between October 1st and the following June 30th, 3 (e) below shall apply.
- (b) The cost of water and sewer service from the property line to the residence shall be the actual cost of labour plus materials (at cost including freight plus 21.5%)
- (c) Where the water and sewer services are not in the same trench, the cost shall be actual cost of labour plus materials (at cost including freight plus 21.5%)
- (d) Where actual property is not fronted on water and sewer services and where Council deems it to be practical, the cost of installation shall be actual cost of labour plus materials (at cost including freight plus 21.5%)
- (e) Where the property requires a service larger than provided in section 3(a) above, the cost of installation shall be actual cost of labour plus materials (at cost including freight plus 21.5%).

4. MISCELLANEOUS

All other charges not specifically provided for herein shall be charged for at rates as outlined in the Fee Schedule Bylaw.

THE TOWN OF THE CITY OF DAWSON

BYLAW #94-04

A BYLAW to authorize the leasing of certain improvements to the Klondike Centennial Society in the Town of the City of Dawson.

INTRODUCTION

January 27, 1994

FIRST READING

January 27, 1994

SECOND READING

February 3, 1994

THIRD READING

February 3, 1994

ADOPTION

February 3, 1994

THE TOWN OF THE CITY OF DAWSON

BYLAW # 94-04

A Bylaw to authorize the leasing of certain improvements to the Klondyke Centennial Society in the **Town of the City of Dawson**

WHEREAS Section 248 of the Municipal Act provides that Council may by bylaw lease any real property for an aggregate term not to exceed ninety-nine (99) years; and

WHEREAS Council deems it desirable to enter into an Agreement with the Klondyke Centennial Society for the management and operation of Lot 9, Block L, Ladue Estate Building;

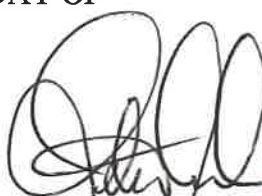
NOW THEREFORE, the Council of the Town of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

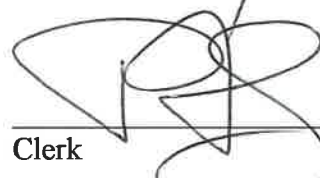
1. The execution of a lease between the City of Dawson and the Klondyke Centennial Society for Building on Lot 9, Block L, Ladue Estate for marketing, administrative, historical events and advertising and meeting functions but not retail sales other than that associated with the business of the Klondyke Centennial Society as on the attached Schedule "A" and forming part of this bylaw is hereby authorized.
2. Council may by resolution alter, amend or otherwise vary the terms and conditions of the lease attached hereto as Schedule "A."
3. Council may authorize an officer or employee of the municipality to execute the lease attached hereto as Schedule "A."
4. This bylaw shall come into full force and effect upon the final passing hereof.

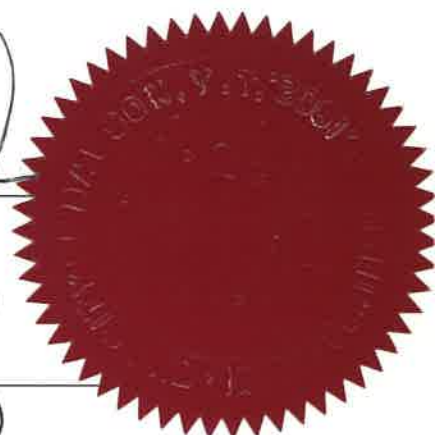
READ A FIRST TIME THIS 27 TH DAY OF JANUARY, 1994.

READ A SECOND TIME THIS 3RD DAY OF FEBRUARY, 1994.

READ A THIRD TIME AND FINALLY PASSED THIS 3RD DAY OF
FEBRUARY, 1994.



Mayor

Clerk

SCHEDULE "A"

BETWEEN:

The Town of the City of Dawson (hereinafter referred to as the "Lessor")

AND:

The Klondyke Centennial Society (hereinafter referred to as the "Lessee")

1.00 Premises

- 1.01 The Lessor, being registered as owner, does hereby lease to the Lessee, the premises commonly known as Lot 9, Block L, Ladue Estate, Town of the City of Dawson, Yukon.

2.00 Term

- 2.01 This lease shall remain in effect from the 1st day of April 1994 to the 31st day of March, 1998.
- 2.02 Notwithstanding anything herein, if the Lessee ceases to occupy and maintain the premises for the purpose as herein described, then this lease shall immediately terminate and all other obligations under this Lease, including payment of rent, utilities and other allotted payments shall cease as of that date.
- 2.03 This lease may be renewed upon written request from the Lessee no later than sixty (60) days prior to termination of lease. Agreement to such renewal shall be at the absolute and sole discretion of the Lessor.
- 2.04 Notwithstanding anything to the contrary, if default, breach or nonobservance be made or suffered by the Lessee at any time or times, in, or respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Lessee ought to be observed or performed, then in every case, provided such default, breach or nonobservance is not corrected within ten (10) days from date of notice in writing hereof from the Lessor to the Lessee, the Lessor may terminate this lease by giving to the Lessee thirty (30) days written notice.

3.00 Rent

- 3.01 The Lessee covenants to pay rent to the Lessor in the amount equivalent to one (\$1.00) dollar per year without any deduction, diminution or defalcation whatsoever.
- 3.02 The Lessee shall pay the rent to the Lessor in advance for the term hereby created the sum of one dollar (\$1.00) per year payable on the 31st of March every year of the term, the first of which becomes due and payable on the 31st day of March, 1994.
- 3.03 Notwithstanding anything herein to the contrary, if the above rent or any portion thereof, shall be in arrears or unpaid, whether or not the same shall have been in any manner demanded, then ten (10) days after said rent becomes due, the Lessor may terminate this lease by giving thirty (30) days notice to the Lessee.

4.00 Other Costs

- 4.01 Telephone and communications charges shall be for the account of the Lessee. The Lessor shall provide water and sewer, heat and power.
- 4.02 The Lessee covenants to pay all custodial costs for space used and occupied by the Lessee.

5.00 Assignment Subletting

- 5.01 The Lessee shall not assign or sublet the premises in whole or in part without the prior written consent of the Lessor, which consent in every case shall be at the absolute and sole discretion of the Lessor. Such consent shall not be unreasonably withheld.
- 5.02 Subject to the above, this lease shall ensure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns.

6.00 Use

- 6.01 The Lessee shall use the premises for marketing, administrative, historical events, advertising and meeting functions required to run the affairs of the Klondyke Centennial Society. No retail sales other than that associated with the business of the Klondyke Centennial Society will be allowed.
- 6.02 The Lessor covenants with the Lessee that it shall have peaceable and quiet enjoyment of the leased premises during the time of the lease or renewal thereof without any disturbance from or by the Lessor or any person claiming through or under it.
- 6.03 Notwithstanding any thing herein to the contrary, the Lessor shall at all times remain liable for performing all repairs to the premises other than those occasioned by the act or negligence of Lessee, except that the Lessee agrees to make and pay for any tenant improvements to, in or about the premises and to make and do all maintenance, repairs and cleaning required in respect of such improvements.

7.00 Indemnity and Insurance

- 7.01 Except claims for damages resulting from the negligence, wilful act of omission of the Lessor, its employees, servants or agents, the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based on, occasioned by or attributable to the execution of these presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder; and without limit of the foregoing, to indemnify and save the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or any work for or on behalf of the Lessee arising by or through any act of negligence of the Lessee or any assignee, subtenant, agent, contractor, servant, employee or licensee and the Lessee in the use of the leased premises, occurring in or about the leased premises as defined herein and also against and from all costs, counsel fees and other expenses incurred in respect of any such claim, action or proceedings brought therein.
- 7.02 The Lessee shall provide proof of valid tenant insurance with any loss payable to Lessor, and such proof shall be deposited with Lessor at time of signing this lease and upon each and any renewal of the insurance policy. The Town of the City of Dawson is to be named and "additional insured as its interest may be" under the applicable liability insurance. The Lessor is to be provided, automatically each year with a renewal certificate for as long as the lease remains in effect.
- 7.03 The Lessee shall maintain "smoke free" premises.

800 Signs, Condition, Improvement and Alteration of Premises

- 8.01 The Lessee shall at all times during the term of this lease keep and maintain the premises in a neat, clean, sanitary, orderly and attractive condition and will not permit refuse, garbage, waste or other loose or objectional substance to accumulate on or about the premises, and shall comply with all statutes, ordinance and municipal bylaws and, should the Lessee fail to observe the covenant in this Article, the Lessor may enter upon the premises, perform such covenants as the Lessor deems necessary, and charge the cost thereof to the Lessee as additional rent.
- 8.02 The Lessee shall not undertake any facility alterations to the space without the prior written consent of the Lessor.
- 8.03 Any signage shall comply with all municipal bylaws.
- 8.04 The Lessee shall permit the Lessor, it's servants or agents to have access to the premises at all reasonable times for the purpose of inspecting the premises, for maintaining the premises in good and reasonable condition, for repairing or causing to be repaired the premises, or for any other reasonable purposes.

9.00 General

- 9.01 Any notice, payments or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by registered mail postage prepaid addressed as follows:

To the Lessee: Klondyke Centennial Society
Box 1996
Dawson City, Yukon
YOB 1G0

To the Lessor: The City of Dawson
Box 308
Dawson City, Yukon
YOB 1G0


or at such other address as may from time to time be notified in writing by any parties. Any such notice shall be delivered personally or by mail and shall be deemed to have been given, if delivered personally, on the day delivered, and if mailed three (3) days following the date of posting; provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect delivery of such notice by the mails, then such notice shall be effective only if actually delivered.

- 9.02 Extension of time for payment or waiver by the City of any provisions of the Agreement in one instance shall not constitute an extension or waiver as to any other instance and extension or waiver shall be in writing.
- 9.03 This Agreement shall enure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS THEREOF THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES AND SEALS IN THE PRESENCE OF THEIR DULY AUTHORIZED OFFICERS.

CITY OF DAWSON


Patrick Gayen
A/Chief Administrative Officer


Witness



KLONDYKE CENTENNIAL SOCIETY


Jon Magnusson
President


Witness

THE TOWN OF THE CITY OF DAWSON

BYLAW # 95-22

A Bylaw to appoint a Chief Administrative Officer.

WHEREAS the Municipal Act, Statutes of the Yukon Territory, permits the Council of the Town of the City of Dawson to appoint a Chief Administrative Officer

NOW THEREFORE the Council of the Town of the City of Dawson in open meeting assembled HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

This Bylaw may be cited as the "Chief Administrative Officer Bylaw".

2.00 APPOINTMENT

Keith Metcalfe is hereby appointed Chief Administrative Officer pursuant to the Municipal Act, Chapter 119.

3.00 ENACTMENT

The provision of this Bylaw shall come into full force and effect on June 15, 1995.

READ A FIRST TIME THIS 15 DAY OF May, 1995.

READ A SECOND TIME THIS 15 DAY OF May, 1995.

READ A THIRD TIME AND FINALLY PASSED THIS 29 DAY

OF May, 1995.

Mayor

Clerk

REPEALED
9/6-19



THE TOWN OF THE CITY OF DAWSON

BYLAW #95-22

A BYLAW to appoint a Chief
Administrative Officer

INTRODUCTION

May 15, 1995

FIRST READING

May 15, 1995

SECOND READING

May 15, 1995

THIRD READING

May 29, 1995

ADOPTION

June 15, 1995

The Town of the City of Dawson

BYLAW 95-25

Time
Expired

A Bylaw to appoint a Clerk.

WHEREAS Section 183 of the Municipal Act, Chapter 119, Ordinances of the Yukon Territory, requires the Council of the Town of the City of Dawson to appoint a Clerk.

NOW THEREFORE, the Council of the Town of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1.00 **SHORT TITLE**

1.01 This Bylaw may be cited at the "City Clerk Bylaw".

2.00 **APPOINTMENT**

2.01 Mr. Keith Metcalfe is hereby appointed City Clerk pursuant to Section 183 of the Municipal Act, Chapter 119.

3.00 **REPEAL**

3.01 Bylaw #91-20 is hereby repealed.

4.00 **ENACTMENT**

4.01 The provisions of this Bylaw shall come into full force and effect on the final passing thereof.

READ A FIRST TIME THIS 19 DAY OF June, 1995.

READ A SECOND TIME THIS 19 DAY OF June, 1995.

READ A THIRD TIME AND FINALLY PASSED THIS 4 DAY OF July, 1995.


Mayor


Clerk



THE TOWN OF THE CITY OF DAWSON

BYLAW #95-25

A BYLAW to appoint a Clerk.

INTRODUCTION	<u>June 19, 1995</u>
FIRST READING	<u>June 19, 1995</u>
SECOND READING	<u>June 19, 1995</u>
THIRD READING	<u>July 4, 1995</u>
ADOPTION	<u>July 4, 1995</u>

THE TOWN OF THE CITY OF DAWSON

BYLAW #95-30

A bylaw to amend the Parking Bylaw #95-02

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "**Parking Amendment Bylaw**".

2.00 AMENDMENT

2.01 Section 4.00 of Bylaw #95-02, being the Parking Bylaw is amended to include:

4.08 The west side of Second Avenue between Queen Street and King Street, directly in front of the Downtown Hotel Annex, shall be a temporary no parking zone for two hours on three occasions a week from May to September, to be designated by the use of portable no parking signs.

3.00 ENACTMENT

3.01 The provisions of this bylaw shall come into full force and effect on the passing thereof.

READ A FIRST TIME THIS 7 DAY OF August, 1995.

READ A SECOND TIME THIS 7 DAY OF August, 1995.

READ A THIRD TIME AND FINALLY PASSED THIS 22 DAY OF August, 1995.



Mayor



Clerk



THE TOWN OF THE CITY OF DAWSON

BYLAW #95-30

REPEALED

A BYLAW to amend the Parking Bylaw
#95-02.

INTRODUCTION

Aug 7, 1995

FIRST READING

Aug 7, 1995

SECOND READING

Aug 7, 1995

THIRD READING

Aug 22 / 95

ADOPTION

Aug 22 / 95

THE TOWN OF THE CITY OF DAWSON

BYLAW #95-33

A Bylaw to amend Water & Sewer Bylaw #93-06.

WHEREAS under the provisions of the Municipal Act, Chapter 119, Statutes of the Yukon Territory, Council may by Bylaw provide for rates, terms, conditions, taxes and charges relating to the water and sewer system of the City of Dawson, and provide for the enforcement thereof; and

WHEREAS it is deemed expedient to amend City of Dawson Bylaw 93-06 being the Water and Sewer Bylaw.

NOW THEREFORE, The Council of the Town of the City of Dawson, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "1995 Water Delivery Rate Amendment Bylaw".
2. The Rate Schedule attached as Appendix "A" to Bylaw #93-06 is hereby repealed and the Rate Schedule attached hereto as Appendix "A" and forming part of this Bylaw is substituted therefor.
3. This Bylaw shall be deemed to come into full force and effect upon the final passing thereof.

READ A FIRST TIME THIS 18 DAY OF SEPTEMBER, 1995.

READ A SECOND TIME THIS 18 DAY OF SEPTEMBER, 1995

READ A THIRD TIME AND FINALLY PASSED THIS 2 DAY OF
OCTOBER, 1995

MAYOR

CLERK



Bylaw #95-33

Amendment to Bylaw #95-16:

3. WATER DELIVERY

a) Outside piped water service - payable in advance of delivery

1 delivery/week (maximum 1000 gallons/delivery) \$ 44.00

2 deliveries/week (maximum ~~500~~ 1000 gallons/delivery) \$ ~~-63.00~~ 88.00

THE TOWN OF THE CITY OF DAWSON

APPENDIX "A"
Rate Schedule

BYLAW #95-33

The following fee shall be paid in respect of real property service by the Dawson City Water and Sewer System effective the first day of January, 1995.

ANNUAL WATER AND SEWER RATES

1. FLAT RATES

Dwelling, Single Family	
- private residential/owner occupied	\$1,050.00
- commercial service	\$1,050.00
Duplex or Semi-Detached, owner occupied	
- for each dwelling unit	\$1,050.00
Duplex or Semi-Detached, commercial service	
- for each dwelling unit	\$1,050.00
Apartments including Self Contained Units in Single Family Dwelling	
- for each bachelor suite	\$ 441.00
- for one bedroom suite	\$ 667.80
- for two or more bedroom suites	\$1,115.25
Hotels, Motels, Bed & Breakfasts, Hostels, Boarding House, Inns	
- for each rentable room	\$ 121.21
- water rate only (70% of 115.44) for each rentable room	\$ 84.85
Lounges, Cafes, Taverns, & Dining Rooms	
- for each washroom	\$ 507.02
- for each commercial cooking facility	\$ 507.02
Service Stations	
- for each washroom	\$ 441.00
- a car wash facility	\$1,209.60
- a sewage disposal facility	\$ 441.00
Commercial Service	
- for each washroom	\$ 441.00
- for each janitorial room	\$ 441.00
School	
- for each classroom	\$1,115.25
Hospital/Nursing Station/Institutional	
- for each washroom	\$1,115.25
- for each laundry facility	\$1,115.25
- for each janitorial room	\$1,115.25
Trailer Court/Campground	
- for each serviced space	\$ 231.59

Laundry, Laundromat & Public Showers	
- for each washer	\$ 441.00
- for each bath or shower	\$ 441.00
Community & Non-Profit Organizations	
- for each washroom	\$ 441.00
- for each free standing public washroom	\$ 441.00

2. METERED RATES

a) for each cubic metre of water supplied	\$ 0.99
b) minimum amount per year	\$ 441.00

3. WATER DELIVERY

a) Outside piped water service - payable in advance of delivery	
1 delivery/week (maximum 1000 gallons/delivery)	\$ 44.00
2 deliveries/week (maximum 1000 gallons/delivery)	\$ 88.00
b) For properties fronting onto piped water and sewer system	
Per delivery (maximum 1000 gallons per delivery)	\$ 125.00

4. SEWAGE EDUCTION

Sewage effluent dumping at City Screening Plant facility from users outside of City of Dawson limits (Recreational Vehicles exempt).	
Per gallon	\$ 0.020

5. WATER & SEWER INSTALLATIONS

- a) For a property fronted on the City water & sewer system, the cost of installation for a water & sewer service from the mains to the property line (water line up to 25mm, sewer 100mm) shall be the sum of \$2,500.00.
- b) For a property fronted on the City water & sewer system, the cost of installation for a water & sewer service (water 50mm, sewer 100mm) shall be the sum of \$1,600.00 flat rate charge for connection at main plus a charge of \$325.00 per metre from the mains to the property line.
- c) For a property fronted on the City water & sewer system, the cost of installation for a water & sewer service (water 150mm, sewer 100mm) shall be the sum of \$3,250.00 flat rate charge for connection at main plus a charge of \$360.00 per metre from the mains to the property line.
- d) The above rates are valid between July 1st and September 30th. If the service is installed between October 1st and June 30th, it will be done at a total cost of labour and materials (at cost including freight plus 21.5 percent). Service installation requests at times other than the July 1st to September 30th period will be at the sole discretion of the City of Dawson.
- e) The cost of installation for any water & sewer service from the property line to its termination point on the property shall be the actual cost of labour and materials (at cost including freight plus 21.5 percent).
- f) Where actual property is not fronted on water & sewer mains, the cost of installation shall be actual cost of labour and materials (at cost including freight plus 21.5 percent).
- g) Any applicable taxes will be in addition to the above charges.

6. DISCONNECT AND RECONNECT WATER SERVICE

- a) The following flat rates shall apply between:
- 1) May 15th and October 1st
 - Disconnect \$ 75.00 plus G.S.T.
 - Reconnect \$ 125.00 plus G.S.T.
 - 2) October 2nd and May 14th
 - Disconnect \$ 125.00 plus G.S.T.
 - Reconnect \$ 175.00 plus G.S.T.

Reconnection flat rates shall apply only where water service heat trace has been energized a minimum of twenty-four (24) hours prior to reconnection.

7. MISCELLANEOUS

- a) All other charges not specifically provided for herein shall be charged for at rates as outlined in the Fee Schedule Bylaw.
- b) Potable water shall not be permitted to be used for any air conditioning units or systems.

8. WATER AND SEWER LOAD CAPACITY CHARGE

Each additional service requirement placed on the water & sewer system of the City of Dawson shall be subject to a charge, prior to installation, as set out in the terms below:

- a) A residential service shall be assessed a fee for consumption of \$1,500.00 per unit plus \$400.00 for each bathroom in excess of two (2), payable in advance at the time of water and sewer installation to the City's water and sewer system.
- b) A commercial property shall be assessed a fee for consumption of \$400.00 for every water outlet, payable in advance of water and sewer installation to the City's water and sewer system.
- c) A single family dwelling property owner may make application prior to installation to the City of Dawson to have the charge amortized for a period of ten (10) years together with the then applicable Bank of Canada interest rate at date of approval of request.
- d) A commercial and multi-family dwelling property owner may make application prior to installation to the City of Dawson to have the charge over five thousand (5,000.00) dollars amortized for a period of five (5) years together with the then applicable interest rate at date of approval of request.
- e) The amortized charge shall form and flow with the real property and shall be for the duration of the amortized period subject to all penalties and interest until paid in full.

THE TOWN OF THE CITY OF DAWSON

BYLAW #95-33

A Bylaw to amend Water & Sewer Bylaw
#93-06.

INTRODUCTION	<u>Sept 10 / 95</u>
FIRST READING	<u>Sept 18 / 95</u>
SECOND READING	<u>Sept 18 / 95</u>
THIRD READING	<u>Oct 2 / 95</u>
ADOPTION	<u>Oct 2 / 95</u>

THE TOWN OF THE CITY OF DAWSON

BYLAW #96-15

REPEALED

96-18

A Bylaw to appoint an Acting Chief Administrative Officer.

WHEREAS, Section 188 of the Municipal Act, Chapter 119, Statutes of the Yukon Territory, provides for the appointment of an Acting Chief Administrative Officer.

NOW THEREFORE, the Council of the Town of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "Acting Chief Administrative Officer" Bylaw.

2.00 APPOINTMENT

2.01 Dale G. Courtice is hereby appointed Acting Chief Administrative Officer from June 21, 1996 to July 23, 1996.

4.00 ENACTMENT

The provisions of this Bylaw shall come into full force and effect on June 21, 1996.

READ A FIRST TIME THIS 10th DAY OF June, 1996.

READ A SECOND TIME THIS 17th DAY OF June, 1996.

READ A THIRD TIME AND FINALLY PASSED THIS 17th DAY OF June, 1996.

Mayor

Clerk



THE TOWN OF THE CITY OF DAWSON

BYLAW #96-18

REPEALED
96-19

A Bylaw to appoint an Acting Chief Administrative Officer.

WHEREAS, Section 188 of the Municipal Act, Chapter 119, Statutes of the Yukon Territory, provides for the appointment of an Acting Chief Administrative Officer.

NOW THEREFORE, the Council of the Town of the City of Dawson in open meeting assembled hereby ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "Acting Chief Administrative Officer" Bylaw.

2.00 APPOINTMENT

2.01 Peter Menzies is hereby appointed Acting Chief Administrative Officer from July 17, 1996 to July 23, 1996.

4.00 ENACTMENT

The provisions of this Bylaw shall come into full force and effect on July 17, 1996.

READ A FIRST TIME THIS 15th DAY OF July, 1996.

READ A SECOND TIME THIS 18th DAY OF July, 1996.

READ A THIRD TIME AND FINALLY PASSED THIS 18th DAY OF July, 1996.

Mayor

Clerk



THE TOWN OF THE CITY OF DAWSON BYLAW #07-09

A Bylaw to enter into an Agreement with the Dawson City Music Festival Association.

WHEREAS Section 265(e) of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw, lease real property, and

WHEREAS the City of Dawson is the registered owner of Lot 1, Block HE, Harper Estate, Plan 8338, and

WHEREAS the Council of the City of Dawson is desirous of leasing said land to the Dawson City Music Festival Association, now

THEREFORE pursuant to the provisions of the Municipal Act of the Yukon Territory, the Council of the Town of the City of Dawson, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the **“Dawson City Music Festival Lease By-law.”**

2.00 AGREEMENT

2.01 The agreement between the City of Dawson and the Dawson City Music Festival Association, attached hereto as Schedule “A” and forming part of this bylaw is hereby authorized.

2.02 The City Manager is hereby authorized to sign the Agreement on behalf of the City of Dawson.

3.00 REPEAL

3.01 Bylaw #97-20 is hereby repealed.

4.00 ENACTMENT

4.01 This Bylaw shall come into full force and effect upon the final passing thereof.

Read a first time this day 17th of April, 2007.

Read a second time this 1st day of May, 2007.

Read a third and final time this 5th day of June, 2007.

Mayor, John Steins

Chief Administrative Officer, Paul Moore



**AGREEMENT
Schedule "A"
Bylaw #07-09**

This AGREEMENT made effective as of this ____ day of _____, 200__

BETWEEN:

**City of Dawson
(Hereinafter called the "City")**

**ON THE FIRST PART
AND:**

**Dawson City Music Festival Association
PO Box 456
Dawson, YT
Y0B 1G0**

(Hereinafter called the "Association")

ON THE SECOND PART

WHEREAS:

1. The **City** and the **Association** are interested in working together to enhance the cultural opportunities for the citizens of Dawson and others, and
2. The **Association** and the **City** have agreed to enter into an agreement upon the terms and conditions hereinafter set forth, now

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, and for the good and valuable consideration, the parties hereto covenant and agree as follows:

Section 1. Term

- a) This agreement takes effect on May 1, 2007 and expires on April 30, 2012.
- b) Section 1(a) is subject to all other provisions of this Agreement.

Section 2. **Lease of Property**

- a) The **City** agrees to lease to the **Association** Lot 1, Block HE, Harper Estate, within the City of Dawson (hereinafter called the “**land**”) under the following conditions:
- i. The **land** shall be used for the location of the **Association’s** administrative office and warehouse and such other uses as may be agreed to in writing by the **City**.
 - ii. The lease shall be for a term of five (5) years, commencing on the 1st day of May 2007 and ending on the 30th day of April 2012.
 - iii. If the **Association** duly and regularly performs all of it’s obligations herein, **the City** will, at the expiration of the term hereof and upon the **Association’s** written request provide to the **City** not later than three months prior to the expiration of the term of this agreement, grant to the **Association** a renewal of this lease for a further period of a term to be mutually agreed by the **City** and the **Association**, subject to Section 3 (a) being amended to read: The **Association** shall have first option at any time during the term of this agreement to purchase the **land at market value** plus applicable taxes and other costs associated with the transfer of title; and subject to all the other same covenants and agreements contained in this agreement. If the **Association’s** request is not received the lease shall automatically expire.
 - iv. In the event the **Association** remains in possession of the demised premises after the end of the term and without the execution and delivery of a new lease, there shall be no tacit renewal of this lease or the term hereby granted and the **Association** shall be deemed to be occupying the demised premises as a lessee from month to month.
 - v. During the term hereof the **Association** shall pay to the **City** annually on May 1st an annual rent of one dollar (\$1.00)
 - vi. The **Association** accepts the **land** in an “as is” condition and any improvements made to the **land** by the **Association** at any time during the term of this lease to make the **land** suitable for the operations of the **Association** shall be at the risk, cost and expense of the **Association** and to the satisfaction of the **City**.
 - vii. The **Association** shall enjoy quiet possession of, and right of ingress and egress to, the **land** subject to the condition that the **City**, its officers, servants or agents shall have full and free access for inspection purposes to the **land**.

- viii. The **Association** shall abide by all applicable lawful rules, regulations and bylaws of the Federal and Territorial governments and of the **City** affecting or pertaining to its operations within the City.
- ix. The **Association** shall, at the cost and expense of the **Association**, maintain the **land** in a neat and tidy condition at all times to the satisfaction of the **City**.
- x. The **Association** may erect an office and storage warehouse or other facilities, in accordance with plans approved by the **City**, and shall keep said buildings and appurtenances in a good state of repair to the satisfaction of the **City**.
- xi. The **Association** shall be responsible for paying all rates, taxes and other charges and fees for service lawfully levied by the **City** and which become due and payable upon or in respect of the **land** or any part thereof.

Section 3. **Option to Purchase**

- a) The **Association** shall have first option at any time during the term of this agreement to purchase the **land** for FIFTEEN THOUSAND THREE HUNDRED DOLLARS (\$15,300.00) plus applicable taxes and other costs associated with the transfer of title.
- b) Should the **Association** exercise its right of option to purchase the **land** and subsequently sells the property for more than the purchase price within three (3) years of exercising its right, the **Association** shall pay to the **City** the difference between the purchase price from the **City** and the selling price obtained by the **Association**. Such payment shall be made in conjunction with closing of the sale.

Section 4. **Staging of Events**

- a) The **Association** shall stage the following events annually within or near the City:
 - i. At least one multi-day music festival, and
 - ii. At least three other music events.

Section 5. **Insurance**

- a) The **Association** at all times during the term of this agreement shall maintain fire insurance to a value at least equivalent to the value of the improvements, buildings and structures with respect to any improvements,

buildings or structures situated, constructed, brought or placed upon the **land** by the **Association**.

- b) The **Association** shall maintain at all times during the term of this agreement public liability and property damage insurance of at least one million dollars (\$1,000,000.00) against claims for personal injury, death or damage to property arising out of the operation of the **Association** under this agreement, or of any of the acts or omissions of the **Association** or any of its agents, employees or servants.
- c) The **Association**, upon the request of the **City**, shall provide proof that insurance is in place in accordance with this section

Section 6. **Liability**

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

Section 7. **Conditions on Expiry of Agreement**

- a) Unless the **Association** has exercised its option to purchase, the **City** shall have the option of requiring or compelling the **Association** upon written notice to remove such structures, and the **Association** shall be so bound to remove said structures and to restore the **land** to a neat and tidy condition, all at the cost of the **Association** and without any right on the part of the **Association** to seek compensation from the **City** for any reason whatsoever.

Section 8. **Assignment of Agreement**

- a) The **Association** shall not make any assignment of this Agreement, nor transfer or sublease of the whole or any portion of the **land** demised or leased hereunder, without obtaining the prior consent in writing of the **City** to such assignment, transfer or sub-lease.

Section 9. **Independent Contractor**

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

Section 10. **General Provisions**

- a) Time shall be of the essence of this agreement and of every part hereto and no extension or variation of the agreement shall operate as a waiver of this provision.
- b) This agreement shall inure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and authorized assigns.
- c) This agreement may only be amended with the mutual consent of both parties.

Section 11. **Notification**

- a) All notices, requests, or other communications shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

The **City** at: Box 308
 Dawson City, Yukon, Y0B 1G0

The **Association** at: Box 1143
 Dawson, YT, Y0B 1G0

Or such other address as may be from time to time is designated by notice given in the manner provided by this paragraph.

IN WITNESS WHEREOF the parties have executed this agreement by their respective proper signatures as of the day and year written below

City Representatives:

(Printed Name and Title)

(Signature)

(Witness)

(Date)

Association Representatives:

(Printed)

(Signature)

(Witness)

(Date)

THE TOWN OF THE CITY OF DAWSON
BYLAW #08-20

A Bylaw providing authority for the leasing of North Portion, Waterfront Building to Literary Society of the Klondike

WHEREAS Section 265(e) of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw, lease real property, and

WHEREAS the City of Dawson is the registered owner of Lot 1026, Waterfront Block S, Ladue Estate, Plan 8338, and

WHEREAS the Council of the City of Dawson is desirous of leasing the north portion of said land and improvements to the Literary Society of the Klondike, now

THEREFORE pursuant to the provisions of the Municipal Act of the Yukon Territory, the Council of the Town of the City of Dawson, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the **"Literary Society of the Klondike Lease Bylaw."**

2.00 AGREEMENT

2.01 The agreement between the City of Dawson and the Literary Society of the Klondike, attached hereto as Schedule "A" and forming part of this bylaw is hereby authorized.

2.02 The City Chief Administrative Officer is hereby authorized to sign the Agreement on behalf of the City of Dawson.

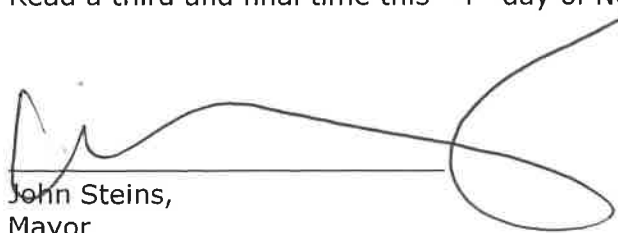
3.00 ENACTMENT

3.01 This Bylaw shall come into full force and effect upon the final passing thereof.

Read a first time this 21st day of October, 2008.

Read a second time this 4th day of November, 2008.

Read a third and final time this 4th day of November, 2008.



John Steins,
Mayor



Jim Regimbal,
Chief Administrative Officer

LEASE AGREEMENT

THIS INDENTURE MADE IN DUPLICATE THIS 10 DAY OF December, 2007.

BETWEEN:

The CITY OF DAWSON
(Herein after referred to as the "Lessor")

AND:

LITERARY SOCIETY OF THE KLONDIKE
(Herein after referred to as the "Lessee")

1.00 PREMISES

1.01 The Lessor, being registered as owner, does hereby lease to the Lessee, the premises commonly known as the first floor north portion of the Waterfront Building, Lot 1026, Waterfront, Dawson City, Yukon.

2.00 TERM

2.01 This lease shall remain in effect from the 1st day of January 2008 to the last day of December 2009.

2.02 Notwithstanding anything herein to the contrary, if the Lessee ceases to occupy and maintain the premises for the purpose as herein described, then this lease shall immediately terminate and all other obligations under this lease including payment of rent, utilities, and other allotted payments shall cease as of that date.

2.04 Notwithstanding anything herein to the contrary, if default, breach or non-observance be made or suffered by the Lessee at any time or times, in, or respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Lessee ought to be observed or performed, then in every case, provided such default, breach or non-observance is not corrected within ten (10) days from date of notice in writing hereof from the Lessor to the Lessee, the Lessor may terminate this lease by giving to the Lessee thirty (30) days written notice.

3.00 RENT

3.01 The Lessee covenants to pay rent to the Lessor in the amount equivalent to six hundred and fifty (\$650.00) dollars plus GST per month, without any deduction, diminution or defalcation whatsoever.

3.02 The Lessee shall pay the rent to the Lessor in advance in equal month instalments, such payments to be received by the Lessor no later than the 1st day of each month. A damage

~~Many Rivers Counselling and Support Services~~

Jan Davidson

City of Dawson

Paul Moore

**THE TOWN OF THE CITY OF DAWSON
BYLAW #08-20**

A Bylaw providing authority for the leasing of North Portion, Waterfront Building to Literary Society of the Klondike

WHEREAS Section 265(e) of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw, lease real property, and

WHEREAS the City of Dawson is the registered owner of Lot 1026, Waterfront Block S, La-due Estate, Plan 8338, and

WHEREAS the Council of the City of Dawson is desirous of leasing the north portion of said land and improvements to the Literary Society of the Klondike, now

THEREFORE pursuant to the provisions of the Municipal Act of the Yukon Territory, the Council of the Town of the City of Dawson, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the "**Literary Society of the Klondike Lease Bylaw.**"

2.00 AGREEMENT

2.01 The agreement between the City of Dawson and the Literary Society of the Klondike, attached hereto as Schedule "A" and forming part of this bylaw is hereby authorized.

2.02 The City Chief Administrative Officer is hereby authorized to sign the Agreement on behalf of the City of Dawson.

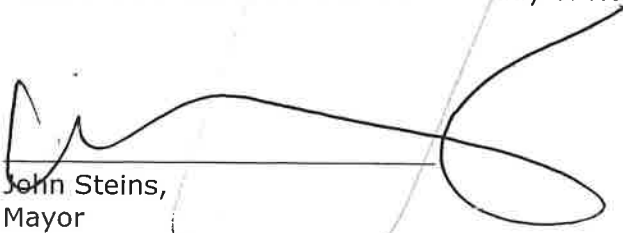
3.00 ENACTMENT

3.01 This Bylaw shall come into full force and effect upon the final passing thereof.

Read a first time this 21st day of October, 2008.

Read a second time this 4th day of November, 2008.

Read a third and final time this 4th day of November, 2008.



John Steins,
Mayor



Jim Regimbal,
Chief Administrative Officer

deposit of four hundred (\$400.00) will be retained for the duration of this lease.

- 3.03 Notwithstanding anything herein to the contrary, if the above rent or any portion thereof, shall be in arrears or unpaid, whether or not the same shall have been in any manner demanded, then ten (10) days after said rent becomes due, the Lessor may terminate this lease by giving thirty (30) days notice to the Lessee.

4.00 OTHER COSTS

- 4.01 The Lessee covenants to arrange and pay all utility costs including but not limited to heat, light and telephone directly to the suppliers of it. The Lessor shall pay all real property taxes levied in respect of the premises; and all charges for the provision of water & sewer, garbage collection services and waste management fees to the premises.

- 4.02 The Lessee covenants to pay all custodial costs for their space.

5.00 ASSIGNMENT SUBLETTING

- 5.01 The Lessee shall not assign or sublet the premises in whole or in part without the prior written consent of the Lessor, which consent in every case shall be at the absolute and sole discretion of the Lessor.

- 5.02 Subject to the above, this lease shall ensure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns.

6.00 USE

- 6.01 The Lessee shall use the premises for provision of the services of Literary Society of the Klondike only as a professional offices use class.

- 6.02 The Lessor covenants with the Lessee that it shall have peaceable and quiet enjoyment of the leased premises during the time of the lease or renewal thereof without any disturbance from or by the Lessor or any person claiming through or under it.

- 6.03 The Lessee shall permit the Lessor, its servants or agents to have access to the premises at all reasonable times for the purpose of inspecting the premises, for maintaining the premises in good and reasonable condition, for repairing or causing to be repaired the premises, or for any other reasonable purposes. The Lessor is responsible for performing all repairs to the premises mutually agreed upon between the Lessor and the Lessee.

7.00 INDEMNITY AND INSURANCE

- 7.01 Except claims for damages resulting from the negligence, wilful act or omission of the Lessor, its employees, servants or agents, the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based on, occasioned by or attributable to the execution of these presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder; and without limit of the foregoing, to indemnify and save the Lessor harmless against and from

Literary Society of the Klondike



City of Dawson



any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or any work for or on behalf of the Lessee arising by or through any act of negligence of the Lessee or any such assignee or subtenant or any agent, contractor, servant, employee or licensee of the Lessee in the use of the leased premises, occurring in or about the leased premises as defined herein or any such assignee or subtenant and also against and from all costs, counsel fees and other expenses incurred in respect of any such claim, action or proceedings brought thereon.

7.02 The Lessee shall provide proof of valid insurance in the amount of at least two million dollars (\$2,000,000) with any loss payable to Lessor, and such proof shall be deposited with Lessor at time of signing this lease and upon each and any renewal of the insurance policy. The Town of the City of Dawson is to be named an "additional insured as its interest may be" under the applicable liability insurance. The Lessor is to be provided, automatically, each year with a renewal certificate for as long as the lease remains in effect.

7.03 The Lessee shall provide "smoke free" premises.

8.00 SIGNS, CONDITION, IMPROVEMENT AND ALTERATION OF PREMISES

8.01 The Lessee shall at all times during the term of this lease keep and maintain the premises in a neat, clean, sanitary, orderly and attractive condition and will not permit refuse, garbage, waste or other loose or objectionable substance to accumulate on or about the premises, and shall comply with all statutes, ordinance and municipal bylaws and, should the Lessee fail to observe the covenant in this Article, the Lessor may enter upon the premises, perform such covenants as the Lessor deems necessary, and charge the cost thereof to the Lessee as additional rent.

8.02 The Lessee shall not undertake any facility alterations to the space without the prior written consent of the Lessor.

8.03 Any signage shall comply with all municipal bylaws.

9.00 GENERAL

9.01 Any notice, payments or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by registered mail postage prepaid addressed as follows:

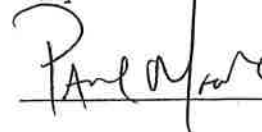
To the Lessee: Literary Society of the Klondike
Bag 6040
Dawson City, Yukon
Y0B 1G0

To the Lessor: The City of Dawson
Box 308
Dawson City, Yukon
Y0B 1G0

Literary Society of the Klondike



City of Dawson



Or at such other address any parties may from time to time notify as in writing. Any such notice shall be delivered personally or by mail and shall be deemed to have been given, if delivered personally, on the day delivered, and if mailed three (3) days following the date of posting; provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect delivery of such notice by the mails, then such notice shall be effective only if actually delivered.

- 9.02 Extension of time for payment or waiver by the City of any provisions of the Agreement in one instance shall not constitute an extension or waiver as to any other instance and extension or waiver shall be in writing.
- 9.03 This Agreement shall ensure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS THEREOF THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES AND SEALS IN THE PRESENCE OF THEIR DULY AUTHORIZED OFFICERS.

CITY OF DAWSON

Paul Moore
Chief Administrative Officer

Dec 10, 2007
Date

Witness

LITERARY SOCIETY OF THE KLONDIKE

Sam Davidson
~~President~~ VICE PRESIDENT

Jan. 16, 2008
Date

Not applicable
Executive Director

Date

S. Blakely - John
Witness

Literary Society of the Klondike

Sam Davidson

City of Dawson

Paul Moore

**THE TOWN OF THE CITY OF DAWSON
BYLAW #08-21**

A Bylaw providing authority for the lease of Second Floor portions of Waterfront Building to Many Rivers Counselling and Support Services

WHEREAS Section 265(e) of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw, lease real property, and

WHEREAS the City of Dawson is the registered owner of Lot 1026, Waterfront Block S, Plan 8338, and

WHEREAS the Council of the City of Dawson is desirous of leasing the Second Floor portions of said land and improvements to the Many Rivers Counselling and Support Services and Literary Society of Klondike, now

THEREFORE pursuant to the provisions of the Municipal Act of the Yukon Territory, the Council of the Town of the City of Dawson, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the **"Many Rivers Counselling and Support Service Lease Bylaw"**

2.00 AGREEMENT

2.01 The agreement between the City of Dawson and Many Rivers Counselling and Support Services, attached hereto as Schedule "A" and forming part of this bylaw is hereby authorized.

2.02 The Chief Administrative Officer is hereby authorized to sign the Agreement on behalf of the City of Dawson.

3.00 REPEAL

3.01 Bylaw #93-23 is hereby repealed.

4.00 ENACTMENT

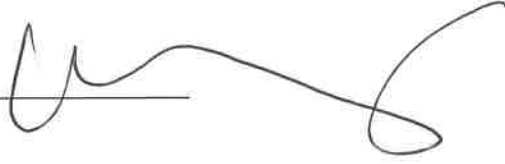
4.01 This Bylaw shall come into full force and effect upon the final passing thereof.

Read a first time this 21st day of October, 2008

Read a second time this 4th day of November , 2008.

Read a third and final time this 4th day of November, 2008.

John Steins,
Mayor

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Jim Regimbal,
A/CAO

A handwritten signature in black ink, featuring a large, stylized 'J' followed by several loops and a horizontal stroke.

Jackie ✓
Edie ✓
mark ✓
Bender
File ✓

LEASE AGREEMENT

THIS INDENTURE MADE IN DUPLICATE THIS 10 DAY OF December, 2007.

BETWEEN:

The CITY OF DAWSON
(Herein after referred to as the "Lessor")

AND:

MANY RIVERS COUNSELLING AND SUPPORT SERVICES
(Herein after referred to as the "Lessee")

1.00 PREMISES

1.01 The Lessor, being registered as owner, does hereby lease to the Lessee, the premises commonly known as the second floor portion of the Waterfront Building, Lot 1026, Waterfront, Dawson City, Yukon.

2.00 TERM

2.01 This lease shall remain in effect from the 1st day of January 2008 to the last day of December 2009.

2.02 Notwithstanding anything herein to the contrary, if the Lessee ceases to occupy and maintain the premises for the purpose as herein described, then this lease shall immediately terminate and all other obligations under this lease including payment of rent, utilities, and other allotted payments shall cease as of that date.

2.04 Notwithstanding anything herein to the contrary, if default, breach or non-observance be made or suffered by the Lessee at any time or times, in, or respect of any of the covenants, provisos, conditions and reservations herein contained, which on the part of the Lessee ought to be observed or performed, then in every case, provided such default, breach or non-observance is not corrected within ten (10) days from date of notice in writing hereof from the Lessor to the Lessee, the Lessor may terminate this lease by giving to the Lessee thirty (30) days written notice.

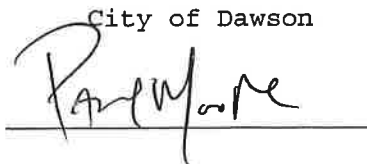
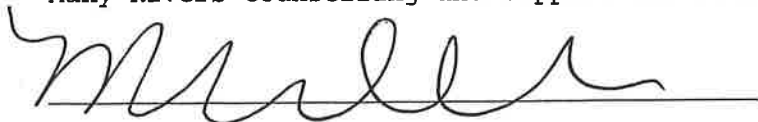
3.00 RENT

3.01 The Lessee covenants to pay rent to the Lessor in the amount equivalent to six hundred and fifty (\$650.00) dollars plus GST per month, without any deduction, diminution or defalcation whatsoever.

3.02 The Lessee shall pay the rent to the Lessor in advance in equal month instalments, such payments to be received by the Lessor no later than the 1st day of each month. A damage

Many Rivers Counselling and Support Services

City of Dawson



deposit of four hundred (\$400.00) will be retained for the duration of this lease.

- 3.03 Notwithstanding anything herein to the contrary, if the above rent or any portion thereof, shall be in arrears or unpaid, whether or not the same shall have been in any manner demanded, then ten (10) days after said rent becomes due, the Lessor may terminate this lease by giving thirty (30) days notice to the Lessee.

4.00 OTHER COSTS

- 4.01 The Lessee covenants to arrange and pay all utility costs including but not limited to heat, light and telephone directly to the suppliers of it. The Lessor shall pay all real property taxes levied in respect of the premises; and all charges for the provision of water & sewer, garbage collection services and waste management fees to the premises.

- 4.02 The Lessee covenants to pay all custodial costs for their space.

5.00 ASSIGNMENT SUBLETTING

- 5.01 The Lessee shall not assign or sublet the premises in whole or in part without the prior written consent of the Lessor, which consent in every case shall be at the absolute and sole discretion of the Lessor.

- 5.02 Subject to the above, this lease shall ensure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns.

6.00 USE

- 6.01 The Lessee shall use the premises for provision of the services of Many Rivers Counselling and Support Services only as a professional offices and health services use classes.

- 6.02 The Lessor covenants with the Lessee that it shall have peaceable and quiet enjoyment of the leased premises during the time of the lease or renewal thereof without any disturbance from or by the Lessor or any person claiming through or under it.

- 6.03 The Lessee shall permit the Lessor, its servants or agents to have access to the premises at all reasonable times for the purpose of inspecting the premises, for maintaining the premises in good and reasonable condition, for repairing or causing to be repaired the premises, or for any other reasonable purposes. The Lessor is responsible for performing all repairs to the premises mutually agreed upon between the Lessor and the Lessee.

7.00 INDEMNITY AND INSURANCE

- 7.01 Except claims for damages resulting from the negligence, wilful act or omission of the Lessor, its employees, servants or agents, the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based on, occasioned by or attributable to the execution of these presents or any action taken or things done or maintained by virtue hereof or the exercise in any manner of rights arising hereunder; and without limit of the foregoing, to indemnify and save the Lessor harmless against and from

Many Rivers Counselling and Support Services

City of Dawson



any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or any work for or on behalf of the Lessee arising by or through any act of negligence of the Lessee or any such assignee or subtenant or any agent, contractor, servant, employee or licensee of the Lessee in the use of the leased premises, occurring in or about the leased premises as defined herein or any such assignee or subtenant and also against and from all costs, counsel fees and other expenses incurred in respect of any such claim, action or proceedings brought thereon.

7.02 The Lessee shall provide proof of valid insurance in the amount of at least two million dollars (\$2,000,000) with any loss payable to Lessor, and such proof shall be deposited with Lessor at time of signing this lease and upon each and any renewal of the insurance policy. The Town of the City of Dawson is to be named an "additional insured as its interest may be" under the applicable liability insurance. The Lessor is to be provided, automatically, each year with a renewal certificate for as long as the lease remains in effect.

7.03 The Lessee shall provide "smoke free" premises.

8.00 SIGNS, CONDITION, IMPROVEMENT AND ALTERATION OF PREMISES

8.01 The Lessee shall at all times during the term of this lease keep and maintain the premises in a neat, clean, sanitary, orderly and attractive condition and will not permit refuse, garbage, waste or other loose or objectionable substance to accumulate on or about the premises, and shall comply with all statutes, ordinance and municipal bylaws and, should the Lessee fail to observe the covenant in this Article, the Lessor may enter upon the premises, perform such covenants as the Lessor deems necessary, and charge the cost thereof to the Lessee as additional rent.

8.02 The Lessee shall not undertake any facility alterations to the space without the prior written consent of the Lessor.

8.03 Any signage shall comply with all municipal bylaws.

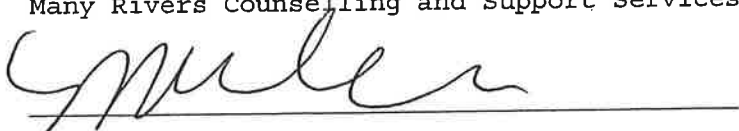
9.00 GENERAL

9.01 Any notice, payments or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by registered mail postage prepaid addressed as follows:

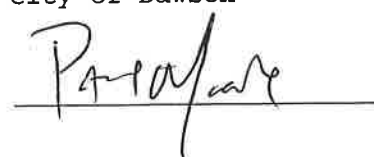
To the Lessee: Many Rivers Counselling and Support Services
4071 - 4th Avenue
Whitehorse, Yukon
Y1A 1H3

To the Lessor: The City of Dawson
Box 308
Dawson City, Yukon
Y0B 1G0

Many Rivers Counselling and Support Services



City of Dawson



Or at such other address any parties may from time to time notify as in writing. Any such notice shall be delivered personally or by mail and shall be deemed to have been given, if delivered personally, on the day delivered, and if mailed three (3) days following the date of posting; provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect delivery of such notice by the mails, then such notice shall be effective only if actually delivered.

9.02 Extension of time for payment or waiver by the City of any provisions of the Agreement in one instance shall not constitute an extension or waiver as to any other instance and extension or waiver shall be in writing.

9.03 This Agreement shall ensure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS THEREOF THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES AND SEALS IN THE PRESENCE OF THEIR DULY AUTHORIZED OFFICERS.

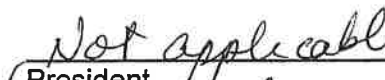
CITY OF DAWSON


Chief Administrative Officer


Date

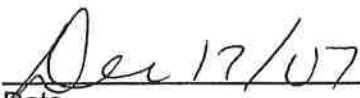
Witness


MANY RIVERS COUNSELLING AND SUPPORT SERVICES


President

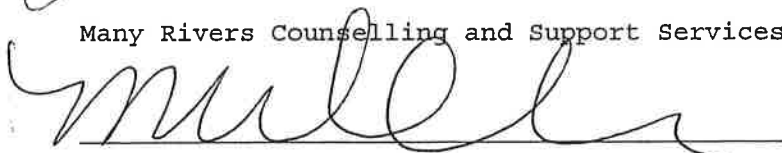
Date


Executive Director

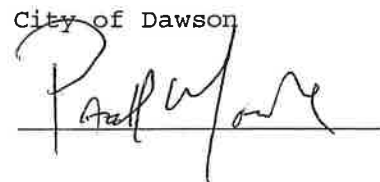

Date


Witness

Many Rivers Counselling and Support Services



City of Dawson



**THE TOWN OF THE CITY OF DAWSON
BYLAW #09-15**

A Bylaw to enter into an Agreement with the Catholic Episcopal Corp.

WHEREAS Section 265(e) of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw, acquire, sell, manage, lease or rent any real property, and

WHEREAS the City of Dawson is desirous of leasing certain land from the Catholic Episcopal Corp

THEREFORE pursuant to the provisions of the Municipal Act of the Yukon Territory, the Council of the Town of the City of Dawson, in open meeting assembled, HEREBY ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This Bylaw may be cited as the **"Catholic Episcopal Corp. Property Lease Bylaw."**

2.00 AGREEMENT

- 2.01 The City of Dawson is authorized to enter into a lease agreement with Catholic Episcopal Corp for the property commonly known as the North End Site, lots 29 & 30 of plan 6065 and Lots 1-4 of Block I Plan 8338 for a term(s) to expire not later than May 31, 2015.
- 2.02 The City Manager is hereby authorized to sign the Agreement on behalf of the City of Dawson.

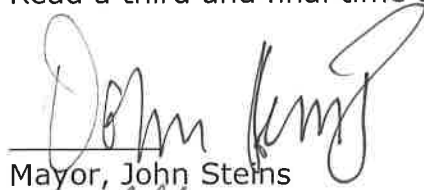
3.00 ENACTMENT

3.01 This Bylaw shall come into full force and effect upon the final passing thereof.


Read a first time this 21st day of July, 2009.

Read a second time this 4th day of August , 2009.

Read a third and final time this 18th day of August, 2009



Mayor, John Steins



CAO, Eldo Enns

THE TOWN OF THE CITY OF DAWSON

BUSINESS LICENSE AMENDMENT #1 BYLAW

BYLAW #10-16

A bylaw to amend Business License Bylaw #09-08

WHEREAS the Municipal Act (R.S.Y. 2002) section 266 allows council to establish a bylaws to

- a) regulate control or prohibit
- b) deal with and development, activity, industry, business or thing in different ways, divide into classes and deal with each class in a different way
- c) provide a system of licenses, inspections, permits or approvals

WHEREAS the City of Dawson is desirous of continuing a partnership with the business community for the purpose of marketing and promoting the City of Dawson as a community where it is advantageous to do business, and

WHEREAS the Council of the City of Dawson is desirous of developing a strong and vibrant economic development capability in cooperation with the business community, and

WHEREAS the City of Dawson and the business community recognize that all businesses will benefit from the aforesaid services and therefore all businesses should contribute to the cost of providing the aforesaid services, and

WHEREAS the City of Dawson is desirous of amending Bylaw #09-08;

NOW THEREFORE, The Council of the Town of the City of Dawson, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1.00 SHORT TITLE

1.01 This bylaw may be cited as the “**Business License Amendment #1 Bylaw**”.

2.00 AMENDMENTS

2.01 Section 7.00, *Street Vendors*:

Section 7.10, shall be replaced with:

Mobile refreshment stands will be limited to 1 per 1-block radius and licenses will be approved on a first come first served basis upon meeting all requirements.

3.00 ENACTMENT

3.01 This bylaw shall come into full force on the final passing thereof.

READ A FIRST TIME THIS 27th DAY OF October 2010.

READ A SECOND TIME THIS 24th DAY OF November 2010.

READ A THIRD TIME AND FINALLY PASSED THIS 8th DAY OF December 2010.

Peter Jenkins,
Mayor

Jeff Renaud,
CAO

THE TOWN OF THE CITY OF DAWSON

WATER DELIVERY BYLAW

BYLAW #11-09

A bylaw to provide for the conditions and rules governing the City of Dawson's Water Delivery Program.

WHEREAS section 248 provides that a municipality may supply for public consumption any service or product which the council considers necessary or desirable for the residents of the municipality; and

WHEREAS the Town of the City of Dawson has previously made commitments to provide water delivery services to certain residents within the municipal boundaries;

NOW THEREFORE the Council for the Town of the City of Dawson, duly assembled in a public meeting, does hereby enact as follows:

SHORT TITLE

1. This bylaw may be cited as the "**Water Delivery Bylaw**".

APPLICATION

2. This bylaw shall apply equally those properties that formed part of the Water Delivery program provided for in bylaw #06-18 on April 1st, 2011.

DEFINITIONS:

3. For the purposes of this bylaw:

"Eligible Property" shall refer to a property that participated in the Water Delivery Program on April 1st, 2011 subject to the provisions of section 4 (a);

"Water Delivery Program" shall refer to the water delivery service provided pursuant to bylaw #06-17 prior to April 1st, 2011 and in accordance with this bylaw following its adoption.

"City Manager" shall refer to the individual appointed as Chief Administrative Officer pursuant to section 183 of the Municipal Act, or their designate.

CONDITIONS OF SERVICE

4. In order to be eligible for service under the provisions of this bylaw the property must have been receiving service pursuant to bylaw #06-18 on April 1, 2011.

(a) notwithstanding the above, a property that was included in the program

pursuant to bylaw #06-18 shall be deemed to have been receiving the service on April 1, 2011 if the discontinuance of service during April 1, 2011 was a result of normal seasonal disconnect.

5. In order to receive delivery services, the property owner or occupant shall:
- (a) ensure that the contractor has a clear path to the water fill station; and
 - (b) keep the delivery path free of all potential contaminants including dog feces or the excrements of any other animal.

DELIVERY SCHEDULE AND RATES

6. Every property owner or occupant eligible for service pursuant to this bylaw and wishing to utilize this program shall notify the City Administration of their desired delivery schedule.
- (a) The City Manager shall ensure that the following delivery schedules are available to the eligible participants of this program:
 - (i) One delivery every other week;
 - (ii) One delivery every week; or
 - (iii) Two deliveries per week.
7. The City Manager shall cause the following rate schedule to be implemented:

Delivery Schedule	Annual Fee	Monthly Fee
Once every two weeks	810.00	67.50
Once per week	1620.00	135.00
Twice per week	3240.00	270.00

- (a) the fees noted above are to be implemented as annual fees invoiced monthly.
- (b) The rates shown in this bylaw shall be reviewed annually and may be amended by resolution of Council.

SENIOR'S DISCOUNT

8. (1) Senior Citizens (60 years of age or older) shall be invoiced at a rate equal to sixty percent (60%) of the rates otherwise prescribed by this bylaw.
- (2) In order to receive the senior's rate the following must apply:
- (a) the senior citizen has provided proof of age, to the satisfaction of the City Manager; and
 - (b) the senior citizen is the registered owner of the eligible property, and the property is owner-occupied.

INVOICING:

9. The City Manager shall cause monthly invoices to be issued for all accounts created pursuant to this bylaw.

10. Invoices shall be issued during the last week of each month for service to be provided the following month.
11. Each payment shall be due on the 15th day of the service month.

PENALTIES FOR NON-PAYMENT

11. All accounts with an outstanding balance at the end of each payment period shall be assessed a penalty of ten percent (10%) of the amount owing.

DISCONTINUATION OF SERVICE

12. Where an account has remained unpaid for a period of 60 days the service to the property shall be discontinued until such time as the following have occurred:
 - (a) the amount owing the municipality has been paid in full; and
 - (b) a pre-payment of two (2) months service has been paid.

ADDITIONAL DELIVERIES

13. It shall be the responsibility of the owner or occupant of any eligible property to make arrangements for any deliveries which are in excess of the selected delivery schedule. Payments for such deliveries shall be a private matter between the contractor and the client and shall not be represented on the City of Dawson invoices.

EXPIRATION OF THIS BYLAW

14. This bylaw, and any commitments or duties of the municipality contained herein, shall expire on the 31st day of March, 2014.


ENACTMENT

15. This bylaw shall come into full force and effect upon receiving final reading.


READ A FIRST TIME THIS 13th DAY OF April, 2011.

READ A SECOND TIME THIS 13th DAY OF April, 2011.

READ A THIRD TIME THIS 27th DAY OF April, 2011.



Peter Jenkins
Mayor



Jeff Renaud
CAO



May 13, 2020

Municipalities

Via email

Dear Partners,

I hope your community is doing well during these trying times. In an effort to support Yukoners and our communities, I wanted to quickly update you on some good news. We have launched a dedicated **COVID-19 call centre line** that we hope will help keep Yukoners informed, provide access to registering enforcement concerns, and alleviate some of the communications burdens for your organizations. Please share the phone number widely with your networks in whatever ways work best in your community.

Quick Facts:

- Yukoners looking for **non-medical COVID-19 information** will now find it much easier with the launch of a new, dedicated COVID-19 InfoLine. The InfoLine can provide Yukon specific information about travel and borders, self-isolation and physical distancing, enforcement, and the various social and economic supports for businesses and families.
- Yukoners can reach the **COVID-19 InfoLine at 877-374-0425 between 7:30 a.m. and 8 p.m. seven days a week**. Information is available in English, French, Gwich'in, Tagalog, and many other languages.
- While the new phone line will ease pressure on the 811 HealthLine, Yukoners should still call 811 for health-related COVID-19 information. Yukoners are also reminded to call 911 for medical emergencies.

Stay Safe,

John Streicker
Minister of Community Services

Questions and answers

1. Who is managing the call centre?

The call centre is being managed by Maximus. Maximus is a BC company handling similar types of call centre services for the BC Government during COVID-19. They provide the call centre staff, infrastructure, technology, management and maintenance.

2. Can Yukoners still email their questions?

Yes – Yukoners can still email their questions to covid19info@gov.yk.ca for information or covid19enforcement@gov.yk.ca for enforcement concerns if they don't want to access the phone line.

3. How does the translation service work? Will I be speaking directly to a person?

If a caller reaches one of our agents and indicates they would like a translator, our agent puts the caller on hold and dials out to the conferencing service. The agent will then reach an operator who will ask what language is needed, and will conference in a translator (typically within just a couple of minutes or less). The agent will then conference in the translator to the caller so all three parties are on the line. The translator will remain on the line for the entire call, and will translate the entire conversation between the caller and our agent.

4. How long will wait times be?

The call centre can handle high call volumes. There will be enough agents available to keep wait times very short.

THE CITY OF DAWSON

Box 308 Dawson City, YT Y0B 1G0
PH: 867-993-7400 FAX: 867-993-7434
www.cityofdawson.ca



May 22, 2020

Honourable Pauline Frost
Minister of Environment
Cabinet Office
Box 2703 (CM-5)
Whitehorse, YT Y1A 2C6

Honourable John Streicker
Minister of Community Services
Cabinet Office
Box 2703 (CM-4)
Whitehorse, YT Y1A 2C6

Dear Ministers Frost and Streicker,

I write concerning a longstanding issue: empty oil containers ending up in our landfill. We understand the Yukon Government has set a long-term goal of properly dealing with hydrocarbon containers by including them as an item for Extended Producer Responsibility, but without a firm timeline for implementation of that initiative and currently no incentive for properly dealing with these containers, we expect to see more of these containers in our landfill as the summer construction and mining season ramps up.

Deposits on aluminum cans and beverage bottles have proven effective on keeping those items out of our landfill, which begs the question why this strategy wouldn't be considered for hydrocarbon containers. Regardless, until a territorial strategy for dealing with these containers is in place, we are left with the reality of oil containers ending up in our landfill, where they leach residual hydrocarbons into the receiving environment.

Dealing with these materials is an important part of protecting our environment and we respectfully ask that your government take concrete measures without delay to ensure these containers do not end up in our landfills.

Regards,

Wayne Potoroka
Mayor, City of Dawson

THE CITY OF DAWSON

Box 308 Dawson City, YT Y0B 1G0
PH: 867-993-7400 FAX: 867-993-7434
www.cityofdawson.ca



May 22, 2020

Yukon Environmental and Socio-economic Assessment Board
Suite 200–309 Strickland Street
Whitehorse, YT
Y1A 2J9

Dear YESAB:

I write concerning a longstanding issue: empty oil containers ending up in the Dawson City landfill. We understand the Yukon Government has set a long-term goal of properly dealing with hydrocarbon containers by including them as an item for Extended Producer Responsibility, but without a firm timeline for implementation of that initiative, we expect to see more of these containers in our landfill—and unfortunate consequence of no territorial strategy for dealing with these containers.

Hydrocarbon containers of all descriptions are consistently ending up in our landfill, where they leach residual hydrocarbons into the receiving environment. Recently, Dawson was put under the Yukon Government's Protocol 13 as the result of increased hydrocarbons in monitoring wells downstream from our landfill. While we don't know for certain where the hydrocarbons come from, the situation does warrant us ensuring we do all we can to keep hydrocarbons out of the landfill and the receiving environment.

To that end, we respectfully request that from now on all industrial, mining, construction, and other similar activities adjudicated by your office include a well-articulated plan for dealing with waste oil and waste-oil containers. This is especially important for projects that list the Dawson City landfill as a waste-disposal site.

Thank you for your attention to this matter.

Regards,

Wayne Potoroka
Mayor, Dawson City

cc: The Honourable John Streicker, Minister of Community Services