

Staff Reports and Recommendations

None.

Accounts Payable

Municipal Accounts Payable to February 13, 2019

#28-19 Moved S. Smith Seconded C. Quinn
THAT municipal accounts payable, transfers and cheques #24998 to #25030 in the amount of \$154,649.32 be approved for payment.

Motion #28-19 was **CARRIED**.

New Business/Business Arising

Request for Motion in support of flat rental fee on Wellness Initiatives

#29-19 Moved C. Quinn Seconded S. Smith
Whereas the physiotherapy service presently offered out of the Convention Centre space is well utilized and appreciated by residents and seniors in our community as a community service, and
Whereas affordable space in our community for wellness supports is at a premium because of lack of availability and each practitioner needs a feasible business plan in order to be in Haines Junction, and
Whereas the space offers main floor access, privacy and proximity to washrooms. and
Whereas a daily rate of \$45.00 will cover cleaning and power to the office space,
Now be it resolved that Council approve a flat rate of \$45.00 / day on the Convention Centre main floor office space for wellness initiatives such as physiotherapy, osteotherapy and pelvic health physiotherapy.

Motion #29-19 was **CARRIED**.

Request for Motion in support of Community Gym Centre space

Public Policy and Strategic Initiatives Manager Thomas provided a business case presentation on the potential upgrade to service offering and renovations to the arena to accommodate a fitness centre.

The Village has received an offer of use of exercise equipment from CAFN. The presentation notes that this would incur no direct costs, increase service offering and would meet Council objectives of community and CAFN relationship development. There would be no additional insurance costs but the Village would be responsible for maintenance of the equipment. Suggested locations to house the equipment include the arena or the mezzanine but the more feasible option is to amalgamate two of the old arena

A donation of \$180.00 was collected during the recent new Council orientation workshop held in Haines Junction to be given to a community group of Council's choice. A \$50 donation will be made to the Champagne & Aishihik First Nations annual Christmas bingo and a \$130 donation will be made to Haines Junction Christmas Hampers. A letter will be sent with the donations indicating the source of the donated funds.

Haines Junction Brownies Regarding Free Use of the Mezzanine for Youth

#278-00 Moved G. Scherer Seconded M. Crawshay
BE IT RESOLVED THAT the Recreation Facility Rental Policy be amended to extend free use for youth, children and seniors to the mezzanine.

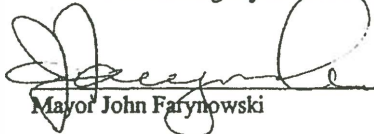
Motion #278-00 was **CARRIED**.

Adjournment

#279-00 Moved B. Tomlin
BE IT RESOLVED THAT there being no further business, this meeting is adjourned.

Motion #279-00 was **CARRIED**.

The meeting adjourned at 10:40 p.m.



Mayor John Farynowski



CAO Colin Dean

Request for Motion in support of flat rental fee on Wellness Initiatives

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#29-19 Moved C. Quinn Seconded S. Smith
Whereas the physiotherapy service presently offered out of the Convention Centre space is well utilized and appreciated by residents and seniors in our community as a community service, and
Whereas affordable space in our community for wellness supports is at a premium because of lack of availability and each practitioner needs a feasible business plan in order to be in Haines Junction, and
Whereas the space offers main floor access, privacy and proximity to washrooms. and
Whereas a daily rate of \$45.00 will cover cleaning and power to the office space,
Now be it resolved that Council approve a flat rate of \$45.00 / day on the Convention Centre main floor office space for wellness initiatives such as physiotherapy, osteotherapy and pelvic health physiotherapy.

Motion #29-19 was **CARRIED**.

**Village of Haines Junction
Regular Council Meeting #04-00, February 23, 2000**

Present: Deputy Mayor Nassiopoulos **Absent:** Mayor Burton (with notice)
Councillor Kardash
Councillor Farynowski
Councillor Habiluk
CAO Richards
Recorder Istchenko

Call to Order

The meeting was called to order at 7:25 p.m.

Approval of Agenda

#45-00 Moved B. Kardash Seconded P. Habiluk
BE IT RESOLVED THAT the agenda be adopted as presented.

Motion #45-00 was **CARRIED**.

Approval of Minutes

#46-00 Moved P. Habiluk Seconded B. Kardash
BE IT RESOLVED THAT the minutes of the regular Council meeting of February 9, 2000 be adopted as presented.

Motion #46-00 was **CARRIED**.

Public Questions on Agenda Items

Roland and Sue Shaver of Bear North Adventures attended the meeting to address an Information and Correspondence item, a letter from Thunder on Ice requesting financial support from the Village. This item was moved forward on the agenda at the direction of the Chair.

Thunder on Ice is a large snowmobile racing event based in Whitehorse. Bear North Adventures was approached by Thunder on Ice to donate guiding services. The concern is that Thunder on Ice does not appear to be offering any substantial benefits to Haines Junction in return for their requests for donations. Mr. Shaver noted that neither the Klondike Snowmobile Association nor the Haines Junction Snowmobile Club sanction this race.

#47-00 Moved B. Kardash Seconded P. Habiluk
BE IT RESOLVED THAT a letter will be written to Thunder on Ice declining their request for financial support. This letter will be copied to the Haines Junction Snowmobile Club along with a request to know why they don't sanction this event.

Motion # 47-00 was **CARRIED**.

Business Arising

Review of Village Facility Rental Policy

#48-00 Moved B. Kardash Seconded P. Habiluk
BE IT RESOLVED THAT the Recreation Facility Rental Policy be amended as reviewed and discussed.

Discussion

Due to some recent events in the Convention Centre where children were inadequately supervised, it is felt that there needs to be more control of the use of this building. If anyone were hurt the Village would be liable. Security will be a stipulation of rental and will be left to the discretion of Administration as to which events will require it. The security would be provided by the Village and charged to the user group. Tables and chairs should no longer be lent out free of charge.

Motion #48-00 was **CARRIED**.

Motion #198-98 was CARRIED.

#199-98 Moved E. Tait Seconded G. Nassiopoulos
BE IT RESOLVED THAT youth groups will be offered free use of the Shakwak Valley Community Hall for regular meetings and activities, exclusive of overnight use, for which the Mezzanine or Convention Centre may be used.

Motion #199-98 was CARRIED.

The Culture, Parks and Recreation Committee will be advised of the change.
A rope or chain type barrier will be purchased for the bottom of the main stairs.

Accounts Payable

#200-98 Moved E. Tait Seconded B. Kardash
BE IT RESOLVED THAT Municipal Accounts Payable, cheques #11940 to #11965 in the amount of \$27,201.39 be approved for payment.

Motion #200-98 was CARRIED.

Information and Correspondence

Betty Karman Regarding Drop In Centre for Seniors

#201-98 Moved G. Nassiopoulos Seconded E. Tait
BE IT RESOLVED THAT the letter from Betty Karman regarding a drop in centre for seniors be the first item of Information and Correspondence.

Motion #201-98 was CARRIED.

Mrs. Karman elaborated on the her suggestion of a drop in centre where seniors could meet to play cards, board games or socialize once or twice a week.

Council recessed from 8:50 to 9:00 p.m.

The letter from Betty Karman regarding a drop in centre for seniors will be referred to the CPR Committee for their information. A letter will be written to Mrs. Karman advising that the atrium area of the Convention Centre will be available for use and requesting that administration be contacted to discuss the details.

Jane Stewart, P.C., M.P. DIAND regarding Elders Care Facility

A facility for seniors will be an agenda item at the next joint Council meeting with Champagne and Aishihik First Nations.

Haines Junction Justice Committee regarding Appointment to Justice Committee

#202-98 Moved G. Nassiopoulos Seconded B. Kardash
BE IT RESOLVED THAT Council appoint Ms. Joan Murray to the Haines Junction Justice Committee.

Motion #202-98 was CARRIED.

Council Reports and Question Period

Mayor Burton reported on the proposed amendments to the Human Rights Legislation. AYC will be providing input on behalf of Yukon Communities. AYC is continuing to provide input to the Development Assessment Process and to the concern raised regarding the appeal process. AYC will write a letter to Minister Keenan reminding him of his statement that the important functions of the Yukon Anniversaries Commission will be carried on.

Third Reading, Bylaw #115-97, Municipal Infrastructure Reserve

#213-97 Moved M. Eckervogt Seconded J. Farynowski
BE IT RESOLVED THAT Bylaw #115-97, the Municipal Infrastructure Reserve Bylaw, be accepted as having been read for the third and final time.

Motion #213-97 was **CARRIED**.

Mayor Stinson declared Bylaw #115-97, the Municipal Infrastructure Reserve Bylaw law.

Third Reading, Bylaw #116-97, General Fund Reserve

#214-97 Moved P. Godson Seconded J. Farynowski
BE IT RESOLVED THAT Bylaw #116-97, the General Fund Reserve Bylaw, be accepted as having been read for the third and final time.

Motion #214-97 was **CARRIED**.

Mayor Stinson declared Bylaw #116-97, the General Fund Reserve Bylaw law.

Board Reports

Culture, Parks and Recreation Committee

#215-97 Moved M. Eckervogt Seconded J. Farynowski
BE IT RESOLVED THAT Council supports the recommendation of the Culture, Parks and Recreation Committee: That the assets of the Haines Junction Ski Club be turned over to the Klwane Gliders Jackrabbitt Ski Club with the understanding that the equipment is made available upon request to other local user groups.

Discussion: A letter will be written to the Silver Sled Dogsled Race advising of this decision.

Motion #215-97 was **CARRIED**.

#216-97 Moved J. Farynowski Seconded M. Eckervogt
BE IT RESOLVED THAT Council supports the recommendation of the Culture, Parks and Recreation Committee to accept the 1997/98 Proposed Tourism and Convention Centre Fee Schedule as amended to reflect 'The hourly rate for Council Chambers be changed to \$20.00 per hour and the daily rate be changed to \$120.00 per day. Council Chambers and the Emergency Measures Room be rented for meetings only'.

Motion #216-97 was **CARRIED**.

#217-97 Moved J. Farynowski Seconded P. Godson
BE IT RESOLVED THAT Council supports the recommendation of the Culture, Parks and Recreation Committee to accept the 1997/98 Proposed Arena Rates as amended to reflect 'The adult category be changed to include ages 19-59. The senior category be changed to age 60 plus. The Youth category be changed to Youth/Senior/Child.

Motion #217-97 was **CARRIED**.

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#191-97 Moved J. Farynowski Seconded P. Godson
BE IT RESOLVED THAT Council accepts the Culture, Parks and Recreation Committee Motion #28-97 as amended to state that the Tourism and Convention Centre be a non smoking building with the exception of the main hall which will have a user choice smoking policy whenever the retractable theatre seating is not being used.

Discussion: A letter will be written to each person that provided input in this public process advising them of the outcome. The decision will also be published in the Echo. The smoking policy will be referenced in the facility rental agreement.

Motion #191-97 was CARRIED.

Staff Reports

Jim Cheverie, Director/Public Works Report

The new waste oil tank is full; the cost for shipping the oil out will be shared with YTG. If the landfill were to have an attendant, a fee could be charged for waste oil disposal to partially recover the costs of shipping the oil out. The Public Works department will check all government housing for bleeders and where possible, heat traces will be repaired. Where no heat trace exists, 1/16" bleeders will be installed. There are funds available for 6-8 additional water meters to be installed this year. Final funding approval has been received for the Landfill/Recycling Project. The Waste Management Committee will meet with the Recycling Committee to discuss the relocation of the recycling centre. A smaller pump has been installed in Well #4 which will result in power savings. A new pump has been installed in Well #3 and the old pump is being rebuilt. The well levels are recorded every 10 minutes 24 hours per day. The lot numbers for the Willow Acres expansion will be Lots #39-45. Mr. Cheverie will contact Yukon Electrical to request a pole installation at the Tourism & Convention Centre as soon as possible. The Director/Public Works report was filed.

Sheila O'Hanlon, Director/Administration & Finance Report

An open house will be held on September 18, 1997 to provide information to anyone interested in running for Council. Topics will include time commitments, honorariums, the roll of the directors and municipal authority under the Municipal Act. Members for the CPR Committee and the Board of Variance will also be solicited at this forum. Committee of Whole meetings will be held on September 3rd & 17th. Delegations will include Yukon Electrical regarding the proposal for the burying of power lines, the Curling Club regarding the use of the Community Hall this winter, and a representative from Reed Stenhouse regarding municipal insurance. The renewal of the custodial contract for the recreation facilities will also be discussed.

#192-97 Moved J. Farynowski Seconded P. Godson
BE IT RESOLVED THAT a Special Council Meeting be held at 7:00 p.m. on September 3rd, 1997 immediately preceding the Committee of Whole meeting to perform third reading of Bylaw #103-96, Official Community Plan Amendment #2 Bylaw and Bylaw #104-96, Haines Junction Zoning Bylaw.

Motion #192-97 was CARRIED.

Accounts Payable

#193-97 Moved P. Godson Seconded J. Farynowski
BE IT RESOLVED THAT Municipal Accounts Payable, cheques #10597 to #10624 in the amount of \$432,059.10 be approved for payment.

**Village of Haines Junction
Minutes of Regular Council Meeting #02-96 January 24, 1996**

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| <u>Present:</u> Mayor Stinson Councillor Farynowski Councillor Godson Councillor Nelles (7:02 p.m.) | <u>Absent:</u> Councillor Eckervogt Municipal Clerk O'Hanlon |
|---|--|

Acting Municipal Clerk Sillery

Call to Order

Mayor Stinson called the meeting to order at 7:01 p.m.

Approval of Agenda

#17-96 Moved P. Godson Seconded J. Farynowski
BE IT RESOLVED THAT the agenda be adopted as presented.

Motion #17-96 was **CARRIED**.

Approval of Minutes

#18-96 Moved J. Farynowski Seconded P. Godson
BE IT RESOLVED THAT the minutes of Regular Council Meeting #01-96, January 10, 1996, be adopted as presented.

Motion #18-96 was **CARRIED**.

Delegations

John Trotter, Block 26, Lots 11 & 12 Consolidation Request
Mr. Trotter has applied to consolidate lots 11 & 12, Block 26. There were no questions or comments.

Ruth Lawrence, Correspondence Regarding OCP and Bylaws – scheduled for 8:45 p.m.

Public Hearings

Bylaw #94-95, Haines Junction Zoning Amendment Bylaw
Mayor Stinson called for comments from the floor the first time at 7:05 p.m. A member of the public questioned whether the proposed zoning change of the Tourist Commercial zone is in direct reference to Block 3, Lot 21. It was clarified that the proposed bylaw does not reference this particular property. Mayor Stinson called for comments from the floor the second time at 7:07 p.m. Mayor Stinson called for comments from the floor the third time at 7:08 p.m. Mayor Stinson declared the public hearing for Bylaw #93-95, closed at 7:28 p.m.

Public Questions on Agenda Items

Bylaws, Policies

Recreation Facility Rental Policy Amendment, Policy #RF 003-93
#19-96 Moved J. Farynowski Seconded H. Nelles
BE IT RESOLVED THAT the Recreation Facility Rental Policy Amendment, Policy #RF 003-93 be accepted as presented.

Discussion: The policy was reviewed by the CPR committee, the arena staff and the custodian. Number 10 on page 3 will be amended to read \$10 per hour. The definition of youth will be changed to age 17 and under; adults are age 18 and up.

Motion #19-96 was **CARRIED**.

#156-94 Moved R. Breneman Seconded P. Godson
BE IT RESOLVED THAT \$1.5 million be locked into a 12 month term banker's acceptance, secured as per Municipal Act if the interest is not .5% less than or 1% greater than the monthly interest rate.

Discussion: It was suggested that a tender of quotes be set out to obtain the best and safest investment possible.

Motion #156-94 was CARRIED.

Public Works Report

#157-94 Moved P. Godson Seconded M. Johnson
BE IT RESOLVED THAT the Public Works Report be accepted as presented.

Discussion: CAO White will contact the supplier for the entry gates at the dump. Mr. Jeff Marley will be delivering the posts for the dump gates this summer. The brush dump and household garbage have been cleaned. There has been no response received for the oil samples to Raven Recycling.

Motion #157-94 was CARRIED.

Business Arising

Animal Permit, Lorne & Lita LaRocque
Tabled

Motion to Amend Recreation Facilities Rental Policy-003-93

#158-94 Moved P. Godson Seconded R. Breneman
WHEREAS the Village of Haines Junction Council and community members would like to encourage more usage of the community hall, hall basement, lobbies and mezzanine;

WHEREAS the Village of Haines Junction pays for heat, janitorial and other operating expenses in facilities regardless of their being rented;

WHEREAS there have been numerous concerns brought forward to the Council and committees of Council regarding the rates of the facilities for Youth Groups;

WHEREAS Council may, by resolution, amend the Facility Rental Policy, RFP-003-3;

THEREFORE BE IT RESOLVED that special community events sponsored by/operated by Youth Groups be given a discount rental rate of half price per for the hall, basement and lobbies and furthermore; Youth Groups should be given this discount rate where the mezzanine is required only for the purposes of viewing special arena events / tournaments. These rates shall not apply to Youth Groups where alcohol is served.

Discussion: The requests have come from the Youth Groups because the groups cannot afford the rental of the facilities. It is stated in the policy that the youth groups require adequate supervision. It was agreed that the policy may have to be reviewed annually to determine the usage and revenue received.

Motion #158-94 was CARRIED.

Bike Helmet Safety Program

#159-94 Moved P. Godson Seconded R. Breneman
BE IT RESOLVED THAT the Village of Haines Junction contribute \$200.00 toward the bike helmet safety committee for the purchase of bike

A three year firehall lease has been signed and the additional space for meetings is \$8000 per year. There has been no response from Health and Social Services to help with rental on the ambulance space. Councillor Godson suggested that Council does not have as many Committee of Whole meetings as in 1993.

#09-94 Moved P. Godson Seconded M. Johnson
BE IT RESOLVED THAT Council accept the Haines Junction Local Broadcast System agreement from Northwestel to purchase and maintain the television system with the amendments stated.

Discussion: The amendments include: adding the word "at" after level and before the Purchaser's sole on the first page and changing the authorized signatory to Village of Haines Junction.

Motion #09-94 was **CARRIED**.

Champagne Aishihik will be informed that the Village will be signing the agreement once the amendments are done.

#10-94 Moved P. Godson Seconded M. Johnson
BE IT RESOLVED THAT the recreation facilities policy be amended to include a daily arena and pool rate for Youth \$325 and Adult \$375.

Motion #10-94 was **CARRIED**.

#11-94 Moved P. Godson Seconded M. Johnson
BE IT RESOLVED THAT the CAO Report be adopted as presented.

Motion #11-94 was **CARRIED**.

Public Works Report

#12-94 Moved M. Johnson Seconded P. Godson
BE IT RESOLVED THAT the Public Works report be adopted as presented.

Discussion: Mr. Martinson provided an update of all the activities the Public Works department has been working on.

It was agreed that the pool and arena shut down policy be amended to include that all the power is shut off except for the heat tracer and emergency lights.

Mr. Martinson informed Council that the Band water had to be turned off for three hours in order for a meter installation. Mr. Martinson provided a briefing on the turbidity report and how much water is being pumped in a day. There was discussion on whether it can be determined how much silt has settled in the tank and how much is being pumped through the system. The report will be discussed with Mr. Boehmer.

Motion #12-94 was **CARRIED**.

Clerk's Report

#13-94 Moved P. Godson Seconded M. Johnson
BE IT RESOLVED THAT the Clerk's Report be adopted as presented.

Discussion: Some agenda items for the meeting with Mr. Brewster include: Tourism Plan Update, Parks Centralization, Status of Activities / Initiatives from the last meeting and an Update on the Block Land Transfer Application.

Discussion: It was agreed that CAO White and the Mr. O'Hanlon perform the interviews for the Arena Attendant position. CAO White asked Council for clarification on free rental for youth activities for the hall as there have been a few requests to rent it on a on-going basis, i.e.: Scouts, Preschool. There was some discussion on the Village having to pay Ms. Geske to clean up after these free events, therefore the organizations should have to pay for cleaning costs incurred by the Village due to the increased usage. Council also recognized that allowing free rent to these organizations sets a precedence and there was discussion on how much these organizations are presently paying. Mr. MacKinnon commented that the hall is being heated anyway and it is silly not to utilize it. Councillor Breneman suggested that a deposit be made by the user groups and if needed the Village will keep the deposit for cleaning costs.

#344-93

Moved R. Breneman Seconded P. Godson
BE IT RESOLVED THAT the two groups, Shakwak Preschool and Scouts be given free hall rental, subject to a deposit put forward and if there is a conflict of rental, it is subject to the existing policy and if the cleaning is not to the satisfaction of the Chief Administrative Officer, the deposit be used for cleaning costs.

#345-93

Moved R. Breneman Seconded P. Godson
BE IT RESOLVED THAT Motion #344-93 be amended by changing the two groups mentioned to all youth groups as long as the groups are well supervised and are ages 15 and under.

Discussion: Councillor Johnson asked if at present the Village had adequate liability insurance coverage. It was agreed that the Village will not be responsible to meet all the codes required for the individual groups and no structural changes will be made in order to accommodate these groups. The storage areas will be subject to a rental fee.

Motion #345-93 was **CARRIED**.

Motion #344-93 was **CARRIED**.

Councillor Campbell opposed Motion #345-93 and #344-93.

A reply was not received from the lawyer in regards to the legal non-conforming issue. The Municipal Act states that the 75% clause can be placed in the bylaw, however it turns the issue into a moral issues as opposed to a legal issue.

Mr. Johnson asked that Council deal with the problem for the five lots in Block 3 and delete the destruction clause out of the zoning bylaw. Mr. Johnson informed Council that he will take legal action if the issue is not cleared up. Mayor Stinson explained that a lawyer has been contacted in order to meet the best interest and needs of the community and although it may look impractical in the short term, Council has to plan for the long term and that is the reason why the community plan was developed. Mr. Johnson stated that he does not have insurance coverage because of not being able to rebuild if his place was destroyed 75% or more.

Councillor Johnson stated that she was in possible conflict, therefore she stepped down as a Councillor and vacated council chambers.

Mr. Johnson explained a situation where a house was purchased recently and insurance was not easily obtainable until the three levels of government dealt with it. He asked Council to provide an explanation. It was explained that Municipal Governments do not get involved in those transactions and Village Council will be waiting for the lawyer's response prior to making a decision.

Recreation Fees Policy Amendments

The amendments recommended for the recreation fees policy are the rental fee for the concession stand to cover electrical costs and a rental fee for the storage units for damage recovery.

- #310-93 Moved R. Breneman Seconded M. Johnson
BE IT RESOLVED THAT the Recreation fees policy be amended to charge concession stand users \$15 per day and the storage lockers users be charged \$25 per unit per season.

Motion #310-93 was **CARRIED**.

Administration Fees Policy ADM 004-93

Councillor Campbell expressed concern that charging a \$25 development permit fee each time a building permit is required is excessive and will be perceived as another form of municipal tax. CAO White explained that the development permit fees is an extension of the zoning bylaw and every jurisdiction in Canada charges for development permits. The charge is for the CAO's time spent on the process, which is about 1/2 hour for each application. Councillor Campbell stated to charge the fee is more of a hassle for the CAO than not to charge. The same information is provided on the building permit as the development permit and Councillor Campbell expressed that a one time initial fee is acceptable but the fee charged every time will be unacceptable. There was some discussion on the roles of the development officer and the building inspector and the impracticality of administering a one time charge per lot.

- #311-93 Moved B. Campbell Seconded M. Johnson
BE IT RESOLVED THAT first time builders be charged the development permit fee on undeveloped property but building extensions and renovation applications be not charged the development fee.

Discussion: CAO White recommended that if only some of the permit holders are going to be charged, then it is unfair and a fee should not be charged. The zoning bylaw will have to be amended to reflect the deletion of the development permits.

#311-93 was **DEFEATED**.

- #312-93 Moved R. Breneman Seconded P. Godson
BE IT RESOLVED THAT the Administration Fees Policy, ADM 004-93 be adopted as amended to delete the charge for development permit fees.

Motion #312-93 was **CARRIED**.

Curling Club Lease

The bar is not part of the lobby, therefore the Curling Club is expected to be charged the use of the bar. The water costs used by the Club can be incorporated and should be addressed next year. The curling club will have first choice of the lobby but it has be booked by the Club. The upstairs storage area is not part of the agreement and will be addressed.

- #313-93 Moved R. Breneman Seconded B. Campbell
BE IT RESOLVED THAT the Village of Haines Junction / Haines Junction Curling Club Lease Agreement be adopted and an agreement be arranged for the storage area.

Motion #313-93 was **CARRIED**.



RECREATION FACILITY RENTAL POLICY

Policy # RF 003-93

RECREATION FACILITY RENTAL POLICY

Policy # RF 003-93

Part A: Recreation Goals & Philosophy

The recreation mission statement of the Village of Haines Junction is:

"To maintain and enhance the level of recreational services in Haines Junction and the surrounding vicinity, and to provide safe, enjoyable and cost effective facilities for all users."

The recreation goals of the Village of Haines Junction are as follows:

1. To establish and maintain a diversity of recreation programs for the public.
2. To plan, develop, operate and maintain a variety of facilities in a manner that will provide fair and equal opportunities for a wide range of interests at a minimum cost to taxpayer and participant.
3. To analyze programs and assess facilities on a continual basis to ensure that they meet the community's needs.
4. To co-operate with all private and public organizations and to assist them to create a total community recreation service.
5. To assist individuals and groups in order to meet their needs and goals so that they become more independent and self sufficient.

The Village of Haines Junction cannot attain the above goals exclusively through tax support and government grants. *Council supports a "User Pay" philosophy where those who receive direct benefits from a program or facility contribute to the costs of providing that program or facility.*

Part B: Facility Rental Conditions

1. *Bookings for all facilities except the pool and arena can be made with any employee at the Village Office. Bookings for the pool or arena can be made with the respective supervisor. The booking does not take effect until the Rental Agreement is signed by the Renter and returned to the Village Office or to the respective supervisor.*

2. *Cancellations should be made with the Village employee who originally took the booking. If the Renter cancels with at least 24 hours notice, there will be no charge. If the Renter cancels with less than 24 hours notice, they will be charged 50% of the rental cost. The Village will notify the Renter as soon as possible if something unforeseen results in the facility not being available.*
3. The Renter is responsible for the entire set up and clean up of the facility. The room is to be returned in the same state of cleanliness as it was received, or the Renter will be invoiced for custodial services. The Renter accepts financial responsibility for any damage caused by any person in the facility during the time the facility is being rented. The Renter is responsible for securing the facility when they vacate it. The Facility Cleaning Checklist is below and will be attached to the Rental Agreement.
4. If tables and chairs are used, they must be returned from where they were borrowed. Tables are not to be dragged across the floors. If table and chair setup/take down service is required, the Renter must notify the Village at least 24 hours in advance.
5. The Renter will be charged the replacement cost of items damaged beyond repair and for items rented for off-site use that are not returned.
6. The Renter must not exceed the maximum capacity allowed for the facility.
7. If liquor is to be sold or served, the Renter agrees to comply with the regulations of the Yukon Liquor Corporation and the conditions set out by the Village. These conditions are below and will be attached to the Rental Agreement.
8. The Renter agrees to save harmless and indemnify the Village from any claim whatsoever arising out of the use of the equipment or occupation of the facility by the Renter.
9. *If the Renter uses the kitchen in the Community Hall Basement, there is a \$50 charge per meal, or a maximum \$100 per day. If the Renter uses the kitchen but not the stove, there is a \$25 charge per meal, or a maximum \$50 per day.*
10. *Village staff are mandatory at the Swimming Pool and the Arena, except for tennis players renting the arena in the summer. Tennis players may use the arena on their own as long as there is someone eighteen years or older in attendance and the building remains locked. The fee will be \$10 per hour.*
11. Keys must be returned to the Village Office by 4:30 p.m. the next working day after the event unless the Village is notified otherwise.

CONDITIONS OF LIQUOR USE

1. These conditions apply whether liquor is being sold or served.
2. The Renter agrees to comply with all rules, regulations and procedures of the Yukon Liquor Corporation and must post a current "Special Occasion Permit or Reception Permit" behind the bar during the event.
3. All bar facilities must close by 2:00 a.m.
4. The Renter is to provide two persons designated as security attendants during the hours liquor is sold.
5. *For one day events* , the Renter must remove all bar supplies from the facility immediately after the event so that no liquor remains in the building overnight. *For multi-day events, the Renter must remove all bar supplies after the last day of the event.*
6. *If a renter pays to use the Community Hall or the Curling Rink Lobby, the Bar is at no charge. If the Community Hall or Curling Rink Lobby is used free of charge, such as by the Curling Club, there is a \$50 charge for the use of the Bar.*

FACILITY CLEANUP CHECKLIST

1. All floors in the building are pre-waxed and Renters are asked that no dance wax or other compound be used on them.

Kitchen Use:

1. If you require the stove in the kitchen of the community hall to be lit, please inform the Village at the time when this Rental Agreement is signed. Call out charges will apply if the Village lights the stove after regular working hours.
2. Clean the stove, oven, hood, removable filters and the grease trap to the right of the grill. To clean the grill, use a grill stone and follow the posted instructions.
3. Remove all food and materials belonging to your group.
4. Wash dishes, utensils, coffee pots, pots and pans. Wash refrigerator, freezer and sinks. Sweep the floor.
5. Wipe counters in kitchen and put away everything in it's designated place.
6. Take out all garbage and place it in the large garbage container outside the facility.

General Clean Up:

1. Wipe and put away tables and chairs.
2. Empty ashtrays into tin can and wash all ashtrays.
3. Sweep floors.
4. Wipe all counters.
5. Ensure men's and ladies washrooms are clean.
6. Put everything away in it's designated place.
7. Take out all garbage and place it in the large garbage container outside.
8. The Renter will be given to 12:00 noon the following day to finish clean up. If the facilities are rented the following day, general clean up will be done immediately after the event.
9. When leaving the facility, please turn off all lights and fans, and lock all doors.

Part C: Payment of Fees

Hall, Mezzanine, Lobbies

1. **Payment** - *The Renter may pay for the facility before or right after the event, or they can be invoiced at month's end. If the Renter does not have a good record of paying for previous rentals, the Village may require the rent in advance. In the event that the facility is left in an unacceptable or unclean state, the Renter will be invoiced for custodial or other costs.*
2. **Damage Deposit** - *If alcohol is to be sold or served, the Renter may be required to leave an amount equal to the rent in the form of a cheque or cash as a damage deposit. The damage deposit will be returned after inspection of the facility and all keys are returned. Damage deposits are not required from the Federal, Territorial, First Nations or Tribal Council governments; or from youth or school functions.*
3. **Table & Chair Set-up and Take-down** - *The Renter is normally responsible for all set up and take down of tables and chairs. If the Renter wishes this service to be provided, the cost is \$2 per table and \$1 per chair.*
4. **Items for Rent** - *Items listed on the Rental Agreement are available for rent for 10% of their replacement cost for items worth \$25 or more; and 20% of their replacement cost for items worth less than \$25. A cheque covering the replacement value will be required as a damage deposit for items leaving the facilities. Items are not to leave the area bounded by Pine Lake, Mackintosh or Kathleen Lake. Items are to be returned clean. If items are not returned clean, the Renter will be charged double the rental rate. These fees will be waived for funerals or memorial services, except for replacing lost items or repairing damaged ones. As written in the Custodial Services Contract, the Custodian will be responsible for signing in and signing out the items.*
5. **Extra Charges** - *All lost key charges, call out fees, administration fees, janitorial fees, etc., resulting directly from the facility use shall be added to the rental fee.*
6. **Withdrawal of Privileges** - *The Village reserves the right to withdraw all facility privileges from any group or individual who has allowed an invoice to remain unpaid for a period greater than 30 days from the date of billing.*
7. **Special Compensation** - *The Village may need to cancel a rental on short notice due to unforeseen circumstances e.g. warm temperatures may melt the arena ice. If this results in hardship on the Renter, they may approach Village Council for special compensation. In order to maintain a good relationship with the renter, staff may recommend some form of special compensation to Council e.g. partial reimbursement of rent charged for the event prior to the actual cancellation.*

8. **Free Users** - All groups receiving free use of the facilities shall be governed by the facility rental conditions. The Village has the option of bumping a free user group for a Village event or a paying rental. The Village will notify the free user group as soon as possible of a bumping.
9. **Youth Groups** - As per resolution #344-93, youth will be defined as 17 years of age and under, and youth groups will be offered free hall facility rental for regular meetings and activities, provided the following conditions are met:
 - A. the events or meetings are adequately supervised by two adults 18 years and up.
 - B. the supervisors or group will be responsible for clean up to the satisfaction of the Village and if not, privileges may be suspended.

Arena and Pool

1. All regular season Renters will be billed monthly and will have all accounts paid within 30 days or privileges will be denied.
2. A rental form shall be signed prior to the event and authorized by the facility manager.
3. Casual rentals must be authorized by the facility manager and paid in advance after signing a rental agreement.

Part D: Other Facility Policies

Equipment Storage

1. Permanent or regular user groups may contract with the Village for storage of items if space is available. The Village accepts no responsibility for loss or damage to the property of user groups stored at any facility. The user groups is responsible for damage to storage rooms, compartments, lockers, etc. As a result of misuse, negligence or other reason.
2. Groups are responsible for supplying their own door locks or pad locks.
3. A fee of \$25 per year will be charged for the storage of items.

Smoking Policy

1. Smoking will not be allowed in the arena vestibule, lobby or rink area. Smoking will also not be allowed in the swimming pool.
2. User groups in all other facilities have the option of declaring their meeting, program or special event smoking or smoke free.

RENTAL AGREEMENT

Organization _____ Representative _____
 Mailing Address _____ Phone: _____ Fax: _____
 Room(s) Rented _____ Purpose _____

Alcohol Sold or Served? _____ Damage Deposit for Alcohol and/or Off-site Rentals _____

| <u>Date</u> | <u>Start Set-up</u> | <u>Start Event</u> | <u>Finish Event</u> | <u>Finish Clean-up</u> | <u>Rent</u> |
|-------------|---------------------|--------------------|---------------------|------------------------|-------------|
| | | | | | |
| | | | | | |

Special Services e.g. Stove lighting, Table & Chair set up/take down (24 hour notice required) _____

Total Facility Rent _____

ITEMS AVAILABLE FOR RENT

Items free of charge for on-site use. These items are available for rent off-site at the following cost per day. Renter will be charged for items damaged or not returned. (Rental Cost/Replacement Cost):

| | <u>Rented</u> | <u>Returned</u> | <u>Shortfall</u> | <u>Cost</u> | <u>Condition</u> |
|--|---------------|-----------------|------------------|-------------|------------------|
| Tables (\$12/\$115) | _____ | _____ | _____ | _____ | _____ |
| Chairs (\$3/\$28) | _____ | _____ | _____ | _____ | _____ |
| Coffeemaker(\$14/\$140) | _____ | _____ | _____ | _____ | _____ |
| Dinner Plates (\$.50/\$2.50) | _____ | _____ | _____ | _____ | _____ |
| Soup Bowls (\$.50/\$2.50) | _____ | _____ | _____ | _____ | _____ |
| Dessert Plates (\$.25/\$1.25) | _____ | _____ | _____ | _____ | _____ |
| Coffee Cups (\$.25/\$1.25) | _____ | _____ | _____ | _____ | _____ |
| S & P Shakers (\$.50 pr./\$2.50) | _____ | _____ | _____ | _____ | _____ |
| Cutlery (\$.25/\$1.25) | _____ | _____ | _____ | _____ | _____ |
| Items available for rent on or off site | | | | | |
| Tablecloths (\$3/\$25) | _____ | _____ | _____ | _____ | _____ |
| 8' Table skirting (\$11/\$110) | _____ | _____ | _____ | _____ | _____ |
| Wineglasses (\$.50/\$2.50) | _____ | _____ | _____ | _____ | _____ |
| Water goblets (\$.50/\$2.50) | _____ | _____ | _____ | _____ | _____ |
| Water Jugs (\$2.50/\$13) | _____ | _____ | _____ | _____ | _____ |
| Other _____ | _____ | _____ | _____ | _____ | _____ |
| \$3 Charge for each key not returned by 4:30 p.m. the next day | _____ | _____ | _____ | _____ | _____ |

APPENDIX A

FACILITY FEES AND CHARGES

COMMUNITY HALL

| | |
|-----------------------|----------|
| Youth | free |
| Funeral/Memorial | free |
| 1st hour | \$30.00 |
| each additional hour | \$20.00 |
| daily rate (>5 hr's.) | |
| non-alcohol | \$150.00 |
| alcohol | \$200.00 |

HALL BASEMENT/LOBBIES

| | |
|----------------------|----------|
| 1st hour | \$20.00 |
| each additional hour | \$10.00 |
| daily rate (>5hrs.) | |
| non-alcohol | \$100.00 |
| alcohol | \$175.00 |

KITCHENS

| | |
|----------------|----------|
| per meal | \$50.00 |
| maximum charge | \$100.00 |

MEZZANINE

| | |
|-----------------------|----------|
| 1st hour | \$35.00 |
| each additional hour | \$25.00 |
| daily rate (>5 hr's.) | |
| non-alcohol | \$175.00 |
| alcohol | \$225.00 |

ARENA CONCESSION

| | |
|---------|---------|
| per day | \$15.00 |
|---------|---------|

ARENA STORAGE LOCKER

| | |
|---------------------|---------|
| per year/per locker | \$25.00 |
|---------------------|---------|

APPENDIX B

POOL AND ARENA FEES AND CHARGES

HOURLY RENTAL

| | |
|-------|---------|
| youth | \$40.00 |
| adult | \$60.00 |

DAILY RENTAL

| | |
|-------|----------|
| youth | \$325.00 |
| adult | \$375.00 |

SWIM CLUB

| | |
|-------------------------|---------|
| membership fee (crests) | \$10.00 |
|-------------------------|---------|

SWIM LESSONS

| | |
|-----|---------|
| all | \$20.00 |
|-----|---------|

DAILY PASSES

| | |
|-----------------|---------|
| preschool (<6) | free |
| child (6-12) | \$1.50 |
| student (13-18) | \$2.50 |
| adult | \$3.00 |
| family | \$10.00 |

MONTHLY PASS

| | |
|-------------|---------|
| family only | \$40.00 |
|-------------|---------|

SEASON PASS

| | |
|---------|----------|
| child | \$50.00 |
| student | \$60.00 |
| adult | \$100.00 |
| family | \$150.00 |

APPENDIX D

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v
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JOINT USE AGREEMENT

BETWEEN: VILLAGE OF HAINES JUNCTION

AND: ST. ELIAS COMMUNITY SCHOOL

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- e) St. Elias Community School facilities means all of the St. Elias Community School facilities outlined in Appendix A. Village of Haines Junction facilities means all the Village of Haines Junction Recreation facilities outlined in Appendix B.
- f) School activities means activities for school aged children that are booked by the school, including extra-curricular, intra-mural, parent/teacher and school council activities.

SECTION 2: PURPOSE

- 2.1 The purpose of this agreement is to provide a framework by which public and school facilities are utilized to their maximum potential for the enjoyment of children, youth and adults. This agreement outlines provisions for the use of all facilities for school activities, Village recreational programs, community public events, programs and leadership events.

SECTION 3: INSTRUMENTS

- 3.1 The School will make available to the Village for public use, pursuant to this Agreement, the school building(s), grounds and facilities as outlined in Appendix A.
- 3.2 The use of the School building(s),⁴ grounds and facilities will be allocated in order of priority as follows:
 - 1. School Activities
 - 2. Community Public Event
 - 3. Village Recreation Program
 - 4. Leadership Events
 - 5. Community Program
- 3.3 The Village will make available for use to the School, pursuant to this Agreement, the Village recreational facilities as outlined in Appendix B.
- 3.4 The use of the Village's recreational facilities will be allocated in order of priority as follows:
 - 1. Village Recreation Program
 - 2. Community Public Event
 - 3. School Activities
 - 4. Leadership Event
 - 5. Community Program

- 3.5 The School and the Village agree to make the facilities available for the various activities and programs according to the days and times outlined in Appendices A and B.
- 3.6 a) The School and the Village pursuant to this Agreement will formally notify the other party no later than May 1 of each year of any changes or modifications regarding access to or use of public facilities as outlined in Schedules A and/or B.
- b) The resolution of conflicts and any other facility use problem shall be the responsibility of the respective facility's appointed administrator. In the event that the respective administrators are unable to achieve a resolution of said problem(s), the responsibility for resolution shall become the responsibility of the Village Council and St. Elias Community School Council and/or the Department of Education.
- 3.7 The St. Elias Community School, the Village and Community User Groups agree to abide by discipline policy and any other policy established for the safe and orderly use of the respective facilities.

SECTION 4: PROCEDURES

- 4.1 a) The School, under this Agreement, through delegated authority shall be responsible for booking all activities, programs and events planned by the Village in the School facilities and described in Appendix A.
- b) The Village, under this Agreement shall be responsible for booking all activities, programs and events planned by the school in the Village facilities, as described in Appendix B.
- 4.2 The use of any approved area must be booked according to the procedures established in Appendix C of this Agreement. The procedures are to remain in force for the term of this Agreement, unless there is mutual agreement, in writing, by the School and the Village to amend Appendix C.
- 4.3 The regular repair and maintenance of any facility and its operational cost is the complete responsibility of the party owning the facility. The responsibility for repair or damage

- 4.4 Any facility may be temporarily withdrawn from this Agreement for repairs or renovations, provided the other party has provided fourteen (14) days written notice of such action.
- 4.5 Notwithstanding Item 4.4, temporary, immediate withdrawal of facilities for emergency repairs or purposes may be made with no advance notice. The other party shall be provided with verbal notice within twelve (12) hours, written notice of facility withdrawal shall be provided within seventy-two (72) hours of the withdrawal of the facility from use.
- 4.6 The parties agree to meet annually on or before the 1st of May of each year to discuss the present use of the School and Village facilities and to discuss more effective facility use.

SECTION 5: GENERAL

- 5.1 Each party to this Agreement hereby agrees to indemnify and hold harmless the other party, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the indemnifying party in its performances of this Agreement or that of the indemnifying party's employees or agents.
- 5.2 The School shall be responsible for and indemnify the Village against any and all loss or damage to the Village's property arising out of St. Elias Community School's performance of the Agreement and that of St. Elias Community School's employees or agents.
- 5.3 The Village shall be responsible for and indemnify the School against any and all loss or damage to the School's property arising out of the Village's performance of this Agreement and that of the Village's employees or agents.

SECTION 6: FINANCIAL

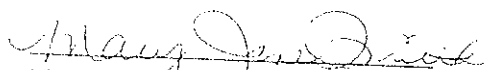
- 6.1 The School and the Village agree not to charge each other for use of public facilities under their respective jurisdictions.

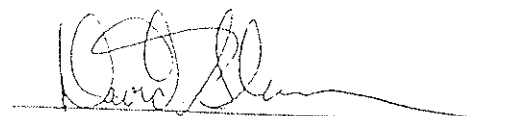
SECTION 7: TERM OF THE AGREEMENT


- 7.1 This agreement shall endure from the first day of _____ to the _____, but may be cancelled or revised at any time upon mutual consent or upon ninety (90)

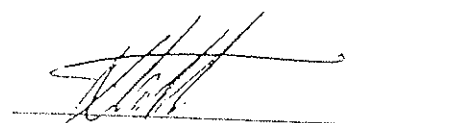
IN WITNESS WHEREOF the parties hereto have affixed their seals at the
Municipal Office of the Village of Haines Junction, in the Yukon Territory,
on the day and year first above written.

ST. ELIAS COMMUNITY SCHOOL


Mary Jane Smith
Chairperson
St. Elias Community School


Mr. Dave Sloan
Regional Superintendent


Eric Stinson
Mayor


Darryll White
Chief Administrative Officer

APPENDIX A

ST. ELIAS COMMUNITY SCHOOL'S FACILITIES AVAILABLE FOR COMMUNITY
USE UNDER ST. ELIAS COMMUNITY SCHOOL/VILLAGE OF HAINES JUNCTION

JOINT USE AGREEMENT

1. St. Elias Community School makes available for community use ALL SCHOOL FACILITIES except administration area and staff room.
2. All activities must be booked at least 48 hours in advance of the activity.
3. All access to the School and facilities is subject to the approval of the School administration.
4. Access during Spring, Christmas and Summer breaks may be available by special arrangements with school administration. This does not prohibit the use of the School buildings during the Spring, Christmas, and Summer breaks.

APPENDIX B

VILLAGE OF HAINES JUNCTION'S PUBLIC FACILITIES AVAILABLE FOR
SCHOOL USE UNDER THE ST. ELIAS COMMUNITY SCHOOL/VILLAGE OF
HAINES JUNCTION JOINT USE AGREEMENT

- 1.a) Pool - free of charge
Arena - free of charge
Ball Diamond - free of charge
Curling Rink - by agreement with the Curling Club
Curling Rink Lobby - free of charge
- b) Outside the normal hours of operation use will be charged at youth rate.
2. Booking: All booking to be done at least 48 hours in advance.
3. Access: All access will be coordinated with the Village of Haines Junction Facility Manager or Chief Administrative Officer.
4. Supervision: a) All school activities in Village facilities must be adequately supervised by St. Elias Community School staff.

Note: Use of curling rink ice must be arranged with the Curling Club.

APPENDIX C

PROCEDURES GOVERNING THE BOOKING OF ST. ELIAS COMMUNITY SCHOOL and VILLAGE OF HAINES JUNCTION FACILITIES

As stipulated in Section 4.2 of the St. Elias Community School/Village of Haines Junction Joint Use Agreement, all activities, programs or events being carried on in public facilities controlled by St. Elias Community School or the Village of Haines Junction shall be governed by the following procedures and conditions:

1.
 - a) All use of School facilities by the community must be booked, approved and confirmed by St. Elias Community School administration;
 - b) All use of Village facilities by the School staff and students must be booked, approved and confirmed by the Recreation administration.
2. User groups must ensure that activities will be supervised by a responsible/qualified adult depending on program and size of group.
3. Keys will be issued by the administration of St. Elias Community School or the Village at least eight (8) hours before the activity is to take place. The keys shall be returned by 12:00 noon of the next regular business day.
4. A copy of the rules governing the use of the public facilities will be issued to each group or organization with an approved request(s) for use of that facility.
5. The St. Elias Community School/Village of Haines Junction may deny bookings, to any user for cause including:
 - a) Any illegal activity being carried out within the public facilities.
 - b) Non-maintenance of a reasonable level of cleanliness at the completion of each period of use of the facility.
 - c) Lack of appropriate supervision.

6. The use of the St. Elias Community School facilities shall include: the provision of basketball boards; badminton, volleyball, balls; weights, mats; and soccer goals. No other equipment shall be provided without permission of the School administration.

7. The use of Village of Haines Junction public facilities shall include the provision of floats; safety equipment; hockey nets and pool accessories. Any equipment associated with separate agreements with other agreements shall be negotiated with those agreements (re: curling rocks). No other equipment shall be provided without permission of the Facility Manager.

APPENDIX E

Village of Haines Junction/Haines Junction Curling Club Lease Agreement

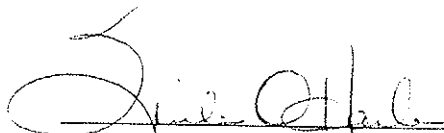
This Lease Agreement is


BETWEEN The VILLAGE OF HAINES JUNCTION
AND HAINES JUNCTION CURLING CLUB

1. This agreement provides for the exclusive use of the Curling Rink by the Haines Junction Curling Club.
2. The Village of Haines Junction will provide the use of the lobby and ice area to the Haines Junction Curling Club free of charge providing the conditions of this agreement are met.
3. The Haines Junction Curling Club is responsible for the installation and subsequent maintenance of the physical ice surface.
4. The Haines Junction Curling Club is responsible for the maintenance costs of the ice area which includes but, is not restricted to, costs related to installing and maintaining the ice surface, electrical, heating (propane) and the refrigeration plant.
5. The Haines Junction Curling Club is responsible for cleaning the lobby area, ice area and bathrooms after every use. This includes the removal of garbage.
6. The Village of Haines Junction is responsible for the electrical and heating fuel costs related to the Lobby area.
7. a) The Village of Haines Junction will be allowed to rent the Lobby area, and will be responsible for the booking thereof, on those days the Curling Club has no use of the facility. In this regard the Haines Junction Curling Club will provide to the Village Administration Staff a schedule of regular use and special events at least on a monthly basis.

 b) The Haines Junction Curling Club will be responsible for the booking of the ice area and will provide notice as stated above.
8. The Village of Haines Junction reserves the right at all times during the term of this agreement to enter upon the facilities for viewing and inspection.

9. Both parties in partnership will develop a program of facility improvements and long-term capital projects. All improvements will be mutually agreed upon. The Curling Club agrees to make no changes in any part of the facility prior to first obtaining written permission from the Village of Haines Junction.
10. The Haines Junction Curling Club will provide for liability insurance.
11. The Haines Junction Curling Club is responsible for the proper storage of its capital assets and maintenance of capital assets.
12.
 - a) The Haines Junction Curling Club shall be responsible for and indemnify the Village of Haines Junction against any and all loss or damage to the Village's property arising out of the Haines Junction Curling Club's performance of this agreement.
 - b) The Village of Haines Junction shall be responsible for and indemnify the Haines Junction Curling Club against any and all loss or damage to the Club's property arising out of the Village of Haines Junction's performance of this agreement.
13. This agreement may be terminated upon thirty (30) days written notice by either party.
14. This agreement comes into effect upon signing.


Village of Haines Junction


Haines Junction Curling Club

Date _____

RECREATION FACILITY RENTAL POLICY

Policy # RF 003-93

Cancelled

Discussion: CAO White will contact the supplier for the entry gates at the dump. Mr. Jeff Marley will be delivering the posts for the dump gates this summer. The brush dump and household garbage have been cleaned. There has been no response received for the oil samples to Raven Recycling.

Motion #157-94 was **CARRIED**.

Business Arising

Animal Permit, Lorne & Lita LaRocque

Tabled

Motion to Amend Recreation Facilities Rental Policy-003-93

#158-94

Moved P. Godson

Seconded R. Breneman

WHEREAS the Village of Haines Junction Council and community members would like to encourage more usage of the community hall, hall basement, lobbies and mezzanine;

WHEREAS the Village of Haines Junction pays for heat, janitorial and other operating expenses in facilities regardless of their being rented;

WHEREAS there have been numerous concerns brought forward to the Council and committees of Council regarding the rates of the facilities for Youth Groups;

WHEREAS Council may, by resolution, amend the Facility Rental Policy, RFP-003-3;

THEREFORE BE IT RESOLVED that special community events sponsored by/operated by Youth Groups be given a discount rental rate of half price per for the hall, basement and lobbies and furthermore; Youth Groups should be given this discount rate where the mezzanine is required only for the purposes of viewing special arena events / tournaments. These rates shall not apply to Youth Groups where alcohol is served.

Discussion: The requests have come from the Youth Groups because the groups cannot afford the rental of the facilities. It is stated in the policy that the youth groups require adequate supervision. It was agreed that the policy may have to be reviewed annually to determine the usage and revenue received.

Motion #158-94 was **CARRIED**.

Bike Helmet Safety Program

#159-94

Moved P. Godson

Seconded R. Breneman

BE IT RESOLVED THAT the Village of Haines Junction contribute \$200.00 toward the bike helmet safety committee for the purchase of bike

Part A: Recreation Goals & Philosophy

The goals of the Village of Haines Junction Recreation Department are as follows:

1. To establish and maintain a diversity of recreation programs opportunities for the public.
2. To plan, develop, operate and maintain a variety of facilities in a manner that will provide fair and equal opportunities for a wide range of interests at a minimum cost to tax payer and participant.
3. To continually analyze programs and assess facilities to ensure that they meet the communities needs.
4. To co-operate with all private and public community organizations and to assist them where possible to create a total community recreation service.
5. To facilitate and assist individuals and groups in the process of meeting their needs and goals in order that they become more independent and self sufficient.

It should be realized that the Village of Haines Junction cannot attain the above goals exclusively through tax support and government grant. Council believes a supplement system of fees is required to assist in financing the operation, consequently a philosophy by which fees are based.

Part B: Facility Rental Conditions

1. All lost key charges, call out fees, administration fees, janitorial fees, etc., resulting directly from the facility use shall be added to the rental fee.
2. We reserve the right to withdraw all facility privileges from any group or individual who has allowed an invoice to remain unpaid for a period greater than 30 days from the date of billing.
3. The renter agrees to notify the Village if the use of a facility is going to be cancelled or the date or time changed, no less than 24 hours prior to the event.
4. The Village agrees to notify the Renter if the use of a facility is going to be cancelled or the date or time changed, no less than 24 hours prior to the event unless an emergency situation prevents such notification.
5. Rental rates include the standard facility and basic cleaning supplies. Town staff are mandatory at the Swimming Pool, and Ice Arena. All other needs are the responsibility of the Renter unless otherwise negotiated with the Village.
6. The Renter is responsible to ensure the facility is vacated at the time specified on the Rental Agreement Form, unless other arrangements are made with the Village.
7. The Renter accepts financial responsibility for any damage caused by any person in the facility during the time the facility is being rented.
8. The Renter, upon completion of use, agrees to leave the facility in a clean and presentable state. Please use Facility Cleaning Check List.
9. The Renter agrees to save harmless and indemnify the Village from any claim whatsoever arising out of the use and occupation of the facility by the Renter.
10. Liquor Use:
 1. The Renter agrees to comply with all rules, regulations and procedures of the Yukon Liquor Corporation and must post a current "Special Occasion Permit or Reception Permit" behind the bar during the event.
 2. It is requested that all bar facilities close at 2:00 p.m.
 3. The Renter is advised to provide 2 persons designated as security attendants at all times during the hours liquor is sold.
 4. The Renter must remove all bar supplies from the facility immediately after the event so that no liquor remains in the building overnight.

11. The Renter must be sure the facility has been vacated, all lights have been turned off, and all doors are locked before leaving the building, unless other arrangements have been made with the Village.
12. The Renter must not exceed the maximum capacity allowed for the facility.
13. Tentative rental bookings may be made with the Administration or Facility Manager where applicable by phone or in person.
14. Kitchen Use:
 1. If you require the stove to be lit for you, please inform the Village at the time when this Rental Agreement is signed, (call out charges will apply if the Village lights the stove after regular working hours).
 2. If you intend to light the stove, follow the instructions posted in the kitchen.
 3. Clean the stove, oven, hood and use a grill stone following the posted instructions to clean the grill.
 4. Turn off the propane.
 5. Remove all food and materials belonging to your group.
 6. Wash dishes, utensils, coffee pots, pots and pans.
 7. Sweep the floor.
 8. Wipe counters in kitchen and put away everything in it's designated place.
 9. Take out all garbage and place it in the large garbage container outside the facility.
15. General Clean Up:
 1. Wipe and stack tables and chairs.
 2. Empty ashtrays into tin can and wipe all ashtrays.
 3. Sweep floors.
 4. Wipe counters in the bar.
 5. Ensure men's and ladies washrooms are clean.

6. Put everything away in it's designated place.
7. Take out all garbage and place it in the large garbage container outside the facility.
8. The Renter will be given to 12:00 noon the following day to finish clean up. If facilities is rented the following day general clean up will be done immediately after the event.

16. Security:

For events involving ticket sales of liquor or admission, the Renter shall provide a responsible person to maintain supervision in the facility.

17. All floors in the building are pre-waxed and we ask that no dance wax or other compound be used on them.
18. Keys must be returned to the Village by 4:30 p.m. the next working day after the event unless notice is given to Administration.
19. Prior entry for decorating and set up will be on the approval of the Village Administration.
20. All users of the Village of Haines Junction Facilities will abide by all other policies and rules.

Part C: Principles for Rationalizing Fees

1. Recreation is a vital service which is a basic need that should not be denied to anyone.
2. Each financial policy should be evaluated in terms of its discriminatory effect on all segments of the population. Fees tend to restrict participation by those individuals or families who can least afford to pay but are most in need of the public services.
3. A fee, no matter how small, places a greater value upon the activity and generally encourages attendance.
4. Services which are above a basic standard must be paid for by the participant group or individual rather than the community as a whole.
5. Fees should not be based on the rationale that all recreation activities should be self supporting.
6. A higher fee will be implemented when operation and maintenance costs increase. Fee schedules are to be annually reviewed.
7. The community has the right to profit from the use of facilities or organizations when public resources are being utilized by profit motivated individuals or groups.
8. Competition with private enterprise should be avoided; only if in the opinion of Council that it is in the best interest of the community.
9. The worth of the recreation program should not be based solely upon the amount of revenue produced.
10. Program Payment Policy: No one is to be registered for a program until payment is received. If the program is cancelled, a full refund will be issued.

Conclusion of Rationale

It is within the above principles which will form the foundation for the Village of Haines Junction to develop a system that effectively falls between a system that which is fully tax supported service and a "pay as you play" philosophy. Consequently, the final approval to whether the system is functionable or not should be based on whether or not the public service is in fact available to the majority of the people.

Payment of Fees

Hall, Mezzanine, Lobby's

1. Special Events/Programs
 1. A \$100.00 deposit is required for events which are in excess of 4 hours duration which is paid at time of rental and will be deemed as confirmation of booking. In the event of a group cancellation an amount of \$25.00 may be withheld unless another renter is secured for that date. In the event the facility is left in an unacceptable and unclean state an amount equal to deposit may be withheld to cover janitorial costs.
2. Other
 1. All groups receiving free use of the facilities shall be governed by the facility rental conditions. The Village has the option of bumping a free user group for a Village event or a fee rendering user group.
 2. Where an event involves liquor all fees become applicable.
3. Youth
 1. As per resolution #344-93 youth will be defined as 15 years of age and under and youth groups will be offered free hall facility rental for regular meetings and activities provided the following conditions are met.
 - a. a deposit is provided to the Village as per this policy;
 - b. the events or meetings are adequately supervise;
 - c. the supervisors or group will be responsible for clean up to the satisfaction of the Village and if not the deposit will be withheld and privileges may be suspended;
 - d. and if storage space is required a fee will be rendered based on square footage.

Arena/Pool

1. All regular season renters will be billed monthly and will have all accounts paid within 30 days or privileges will be denied.
2. An ice rental form shall be signed prior to the start of the season and authorized by the facility manager.
3. Casual rentals must be authorized by the facility manager and paid in advance after signing a rental agreement.

PART D – OTHER FACILITY POLICIES

EQUIPMENT RENTAL/STORAGE

Permanent or regular user groups may contract with the Village for storage of items if space is available. Groups are responsible to provide security to the storage area either by locked doors or pad locks. If arrangements have not been made through contract or alternatively with Village administrative staff no items may be stored at the facilities.

There shall be no storage of liquor in any of the facilities. Storage of concession items, if limited, will be permitted. The Village of Haines Junction accepts no responsibility of loss or damage to the property of user groups stored at any facility. The user group is responsible for damage to storage rooms, compartments, lockers, etc. as a result of misuse, negligence or other reason.

There will be no rental of facility equipment to any individual or group and no facility equipment shall leave the premises. If this occurs the proper authorities will be notified.

SMOKING POLICY

Smoking will not be allowed in the lower level of the arena as per resolution #149-93 nor will it be allowed in the swimming pool.

User groups will have the option of declaring their meeting, program or special event smoke free or smoking in all other facilities.

TOURNAMENTS/SPECIAL EVENTS

All tournament/special event requests must be given in writing at least two weeks prior to the event occurring. A cancellation notice of 3 days is expected and if not a cancellation fee may be charged in the amount of \$25.00.

CURLING RINK

The Curling Club has the sole responsibility of the curling ice surface. The Village of Haines Junction policies and rules will be followed by all individuals and groups using this facility.

KEYS

One representative of any regular/permanent user group will be responsible for a set of access keys to the facility of normal use. The user group will be responsible for any costs incurred by the Village as a result of lost or stolen keys.

This policy was approved by resolution of Council in open meeting this 13 day of October, 1993. Resolution # 291-93.

APPENDIX C

STANDARD ROOM RENTAL AGREEMENT

CLUB/ORGANIZATION _____

REPRESENTATIVE _____ POSITION _____

ADDRESS _____ PHONE NO. _____

ROOM RENTED _____

PURPOSE ROOM RENTED FOR _____

ALCOHOL SOLD? _____

DATE ROOM RENTED _____

FROM (time) _____ TO (time) _____

_____ HOURS X \$ _____ /HOUR

MAXIMUM DAY RATE _____

RENTAL FEE \$ _____ G.S.T. \$ _____

DAMAGE DEPOSIT \$ _____ KITCHEN \$ _____

TOTAL FEE \$ _____

The group is responsible for the entire set up and clean up of the event. The room is to be returned in the same state of cleanliness as it was received or a portion or all of the damage deposit will be retained.

This room was received in a good, clean condition and any borrowed equipment must be returned to where it was borrowed from, ie. tables, chairs etc.

All persons are to vacate the facility at the agreed upon time of _____. If the staff stay longer than the hours that they are scheduled for, the extra cost will be the responsibility of the user group.

I, THE UNDERSIGNED, AGREE TO THE TERMS OF THIS CONTRACT AND WILL ABIDE BY THE RULES OF THE RECREATION FACILITY. I UNDERSTAND THE ROOM IS TO BE RETURNED IN THE SAME CONDITION AS IT WAS RECEIVED, OR A PORTION OR ALL OF THE DAMAGE DEPOSIT WILL BE RETAINED.

SIGNATURE

DATE

VILLAGE OF HAINES JUNCTION

DATE

HALL CLEAN UP CHECK LIST

- _____ Wipe and stack tables and chairs
- _____ Empty ashtrays into tin can and wipe all ashtrays
- _____ Sweep floors
- _____ Wipe counters in the bar
- _____ Ensure men's and ladies washrooms are clean
- _____ Put everything away in its designated place
- _____ Take out all garbage and place it in the large garbage container outside the facility
- _____ Leave the washroom doors open
- _____ Turn off all lights
- _____ Ensure that all doors are locked behind you

RENTAL AGREEMENT

Organization _____ Representative _____

Mailing Address _____ Phone: _____ Fax: _____

Email Address _____ Purpose _____ No. Expected _____

No. of Tables _____ Public Meeting? _____ Other Info: _____

| <u>Date</u> | <u>Room</u> | <u>Start Set-up</u> | <u>Start Event</u> | <u>Finish Event</u> | <u>Finish Clean-up</u> | <u>Amount</u> |
|-------------|-------------|---------------------|--------------------|---------------------|------------------------|---------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

(Basic room rental includes tables, chairs, coffee makers, dishes, cutlery)

Table & Chair set up \$20.00 _____

AV Equipment (TV/VCR, overhead, slide projector) \$10/item/day _____

Meeting Package (Coffee/Tea, water glasses, water jugs) \$1.50/person _____

Banquet Package (Tablecloths, skirting, wineglasses, water glasses, water jugs) \$2.50/person _____

Total Facility Estimated Charges _____

Amount to be Invoiced for facilities and items rented. _____

TERMS OF RENT

Note: Please do not use pins, thumbtacks or staples to post notices. We will supply Fun-Tak.

1. This booking does not take effect until it is signed by the renter and returned to the Village Office.
2. Please notify the Village Office as soon as possible regarding any cancellations.
3. The Renter is responsible for the entire set up and clean up of the facility. The room is to be returned in the same state of cleanliness as it was received, or the Renter will be invoiced for custodial services. The Renter accepts financial responsibility for any damage caused to the facility or equipment during the time the facility is being rented. The Renter is responsible for securing the facility when they vacate it. A Facility Cleaning Checklist is attached.
4. Tables and chairs are to be left up. Tables are not to be dragged across the floors.
5. The Renter must not exceed the maximum capacity allowed for the facility. (Convention Centre Grand Hall - 240; Mezzanine - 150; Community Hall - 300)
6. If liquor is to be sold or served, the Renter agrees to comply with the attached conditions.
7. The Renter agrees to save harmless and indemnify the Village from any claim whatsoever arising out of the use of the equipment or occupation of the facility by the Renter.
8. The Tourism & Convention Centre is non-smoking, except the main hall will be user choice whenever the retractable seating is not being used. A contract with our cooler supplier requires us to encourage the use of Pepsi products.
9. Keys are to be returned to the Village Office by 4:30 pm the following day. A \$50.00 charge will be levied on lost keys.
10. For a listing of licensed caterers, please contact the Village Office.
11. Office services (photocopies, faxes) are available at an extra charge. Please contact Village Office staff for more details.

I, the undersigned, agree to the terms of this contract and will abide by the rules of the facility.

Renter's Signature

Date

Village of Haines Junction
634-7103 Fax: 634-2008 vhjcs@yknet.yk.ca

Date

If you agree with the above, please sign and return.

