



**Village of Haines Junction**  
**August 13, 2025**  
**Regular Council Meeting 7:00 pm**

*This meeting will be held in Council Chambers. Attendance at this meeting is also available through Zoom web or teleconferencing (see below for instructions).*

**AGENDA**

- 1. Call to Order**
- 2. Acknowledgement of Champagne and Aishihik First Nations Traditional Territory**
- 3. Adoption of Agenda**
- 4. Declaration of Pecuniary Interest**
- 5. Adoption of Minutes of Regular and Special Council Meetings**
  - a. July 30, 2025 Council Meeting Minutes
  - b. August 6, 2025 Committee of the Whole Meeting Minutes
- 6. Proclamations**
- 7. Delegations**
  - a. Pedal Junction – Bike Skills Park (TO BE CONFIRMED)
- 8. Public Hearings and Public Input Sessions**
- 9. Old Business**
  - a. Trail Committee Presentation of Final Recommendations
  - b. Wildfire Risk Reduction Presentations
    - i. Wildland Fire Management
    - ii. Parks Canada
  - c. RTC - Grand Hall Projectors – CDF Funding and Budget
  - d. RTC - Bike Skills Park Draft Lease
- 10. New Business**
  - a. Accounts Payable to August 13, 2025
  - b. RTC – Urban Electrification Program Application
  - c. RTC – Changes to Competitive Bidding Process Policy
  - d. RTC – Christmas Lights
  - e. RTC – SWMF Compact Loader
  - f. Discussion – Orange Shirt Day Crosswalks
- 11. Bylaws – Reports, Readings and Adoption**
  - a. Non-Union Staff Bylaw Amendment (for 1<sup>st</sup> and 2<sup>nd</sup> Reading)
- 12. Correspondence**
- 13. Council Reports and Notice of Motions**
- 14. Questions from the Public**
- 15. Motion to Close Meeting to the Public**
  - a. Housing Accelerator Fund
  - b. Christmas dinner
  - c. Personnel (HJVFD long service recognition)
  - d. Meeting scheduling
- 16. Adjournment**

**The next Regular Council Meeting will take place at 7:00 pm on August 13 in Council Chambers and via Zoom.**

*The Village of Haines Junction respectfully acknowledges that we are situated on the  
Traditional Territory of the Champagne and Aishihik First Nations.*

## Join Zoom Meeting

<https://us02web.zoom.us/j/8676347100>

Meeting ID: 867 634 7100

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One tap mobile

+17806660144,,8676347100# Canada

+12042727920,,8676347100# Canada

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Dial by your location

- +1 780 666 0144 Canada
- +1 204 272 7920 Canada
- +1 438 809 7799 Canada
- +1 587 328 1099 Canada
- +1 647 374 4685 Canada
- +1 647 558 0588 Canada
- +1 778 907 2071 Canada

Meeting ID: 867 634 7100

Find your local number: <https://us02web.zoom.us/j/8676347100>

*Please call the Village Office (634-7100) during regular office hours for assistance in joining via zoom.*



# Trail Signage and App Final Presentation



# Trail Descriptions

## **Pine Lake Trail**

- ❑ Paved trail from Dezadeash Day Use Area to Pine Lake Campground
- ❑ Include segment from Source Motors to Top Spot

## **Lagoon Loop**

- ❑ Loop trail north of Environmental Control Facility (outside of fenced property)
- ❑ Popular with birders

## **Willow Acres Trails**

- ❑ Extensive trail network north of Willow Acres and Marshall Creek Road, greatly valued by local community

## **Tomlin Hill Loop**

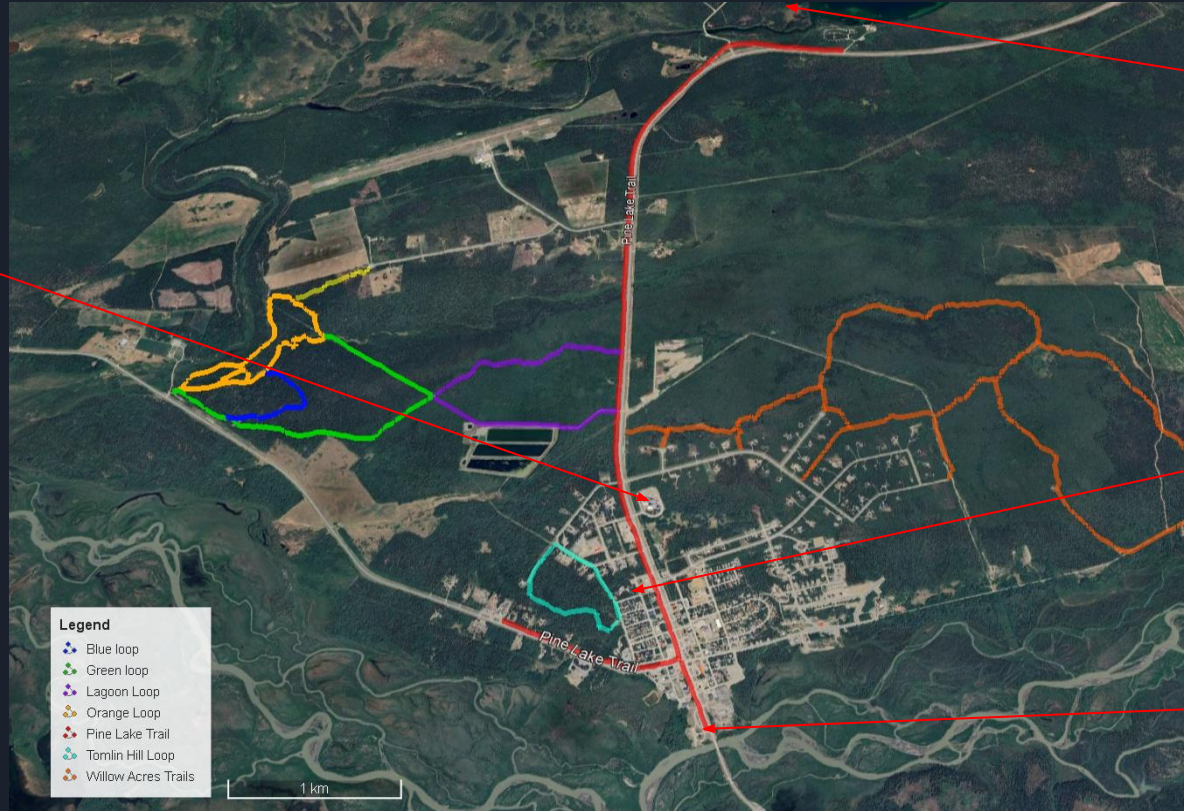
- ❑ Intricate network of trails starting at Tomlin Hill, bounded by Alaska Highway North, Logan Street, Quill Crescent and Pumphouse 3

## **Forestry Trails**

Multi use trails groomed for skiing weekly in the winter

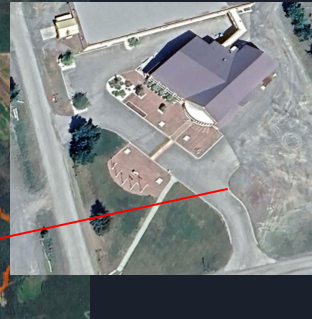
- Popular mountain bike trails in the summer
- Longer walks but minimal views

# Trail Map



**Legend**

- Blue loop
- Green loop
- Lagoon Loop
- Orange Loop
- Pine Lake Trail
- Tomlin Hill Loop
- Willow Acres Trails





# Trail Maintenance

Trail	Maintenance Needs	Hours of Brushing	Hours Dirt Work	Annual Maintenance
Pine Lake Trail	Mowing as in Village Mowing Plan.	N/A	N/A	Village Mowing Plan
Lagoon Loop	Brushing using village flail mower.	4	0	Annual Brushing
Willow Acre Trails	Brushing, rerouting non-motorized users around wet spots, and improving wet season connectivity.	24	100	Annual brushing and
Tomlin Hill	Brushing.	6	0	Annual Brushing
Forestry Trails	Bridges Across Seasonal Wet Spots.	8	0	Annual Brushing
Bearberry Connector	Trail needs to be brushed (select trees felled) and widened.	24	16	Annual Brushing



# Trail Maintenance

Trail Name	Brushing Hrs	Dirt Work Hrs	Non-Profit Budget (\$30/hr)	Village Staff Budget	Mixed Budget (Volunteer \$30/hr, Contractor \$50/hr)
Lagoon Loop	4	0	\$120	\$0	\$120
Willow Acres Trails	24	100	\$3,720	\$0	\$720 (brushing) + \$5,000 (dirt) = \$5,720
Tomlin Hill	6	0	\$180	\$0	\$180
Forestry Trails	8	0	\$240	\$0	\$240
Bearberry Connector	24	16	\$1,200 (brushing) + \$480 (dirt) = \$1,680	\$0	\$720 (brushing) + \$800 (dirt) = \$1,520
Total	66	116	\$5,940	\$0	\$7,780



# Budget

Category	Non-Profit Budget (\$30/hr)	Village Staff Budget	Mixed Budget (Volunteer \$30/hr, Contractor \$50/hr)
Trail Maintenance	\$5,940	\$0	\$7,780
Graphic Design	\$275	\$275	\$275
• 4 Large Signs @ \$375	\$1,500	\$1,500	\$1,500
• 25 Access Point Signs @ \$56	\$1400	\$1400	\$1400
• 120 Trail Markers @ \$17	\$2040	\$2040	\$2040
Sign Installation – Major Signs	\$1,800 (3 signs @ \$600 each)	\$1,800	\$1,800
Sign Installation – Access Point and Trail Markers	\$700 (hardware + honoraria)	\$700	\$700
<b>TOTAL BUDGET</b>	<b>\$13,655</b>	<b>\$7715</b>	<b>\$15495</b>

\* Remaining Trail Committee Budget be Utilised as a Contingency Fund



# App - AllTrails

❑ Trail information should be hosted in two locations


❑ [www.hainesjunction.ca](http://www.hainesjunction.ca)

❑ Include information on large information signs and additional information regarding trail development/history

❑ [www.alltrails.com](http://www.alltrails.com) through the Public Lands Program

❑ Accessible to residents and visitors

❑ Post trail alerts and closures



AllTrails | Public Lands Program

## Engage with the world's largest trail community

Powerful tools for better trails

The Public Lands program is a **free resource** for agencies and non-profit organizations that helps partners:

- ✔ Understand how visitors use your trails
- ✔ Manage trail information to help your visitors recreate responsibly
- ✔ Connect with AllTrails' 65 million+ users and share up-to-date alerts



# Decisions

## Signage & Maintenance Options

- Option 1: Purchase & install signage – maintenance by non-profit groups
- Option 2: Purchase & install signage – maintenance by Village of Haines Junction (VOHJ)
- Option 3: Purchase & install signage – maintenance by non-profit groups + contractor
- Option 4: Do nothing

Consideration: Should mapping include the Dezadeash Trail?



# Haines Junction Community Wildfire Protection Plan

Aug 2025 Update

Zoe Westerby  
2025-08-13

Signed by Government of Yukon, Village of Haines Junction  
and Champagne and Aishihik First Nations in 2022

Purpose is to:

- 1) Collaborate with partners on wildfire impacts to  
community
- 2) Identify wildfire risk to the community
- 3) Propose fuel treatments in order to reduce risk to the  
community

Haines Junction Community Wildfire  
Protection Plan

**Wildland Fire Management**





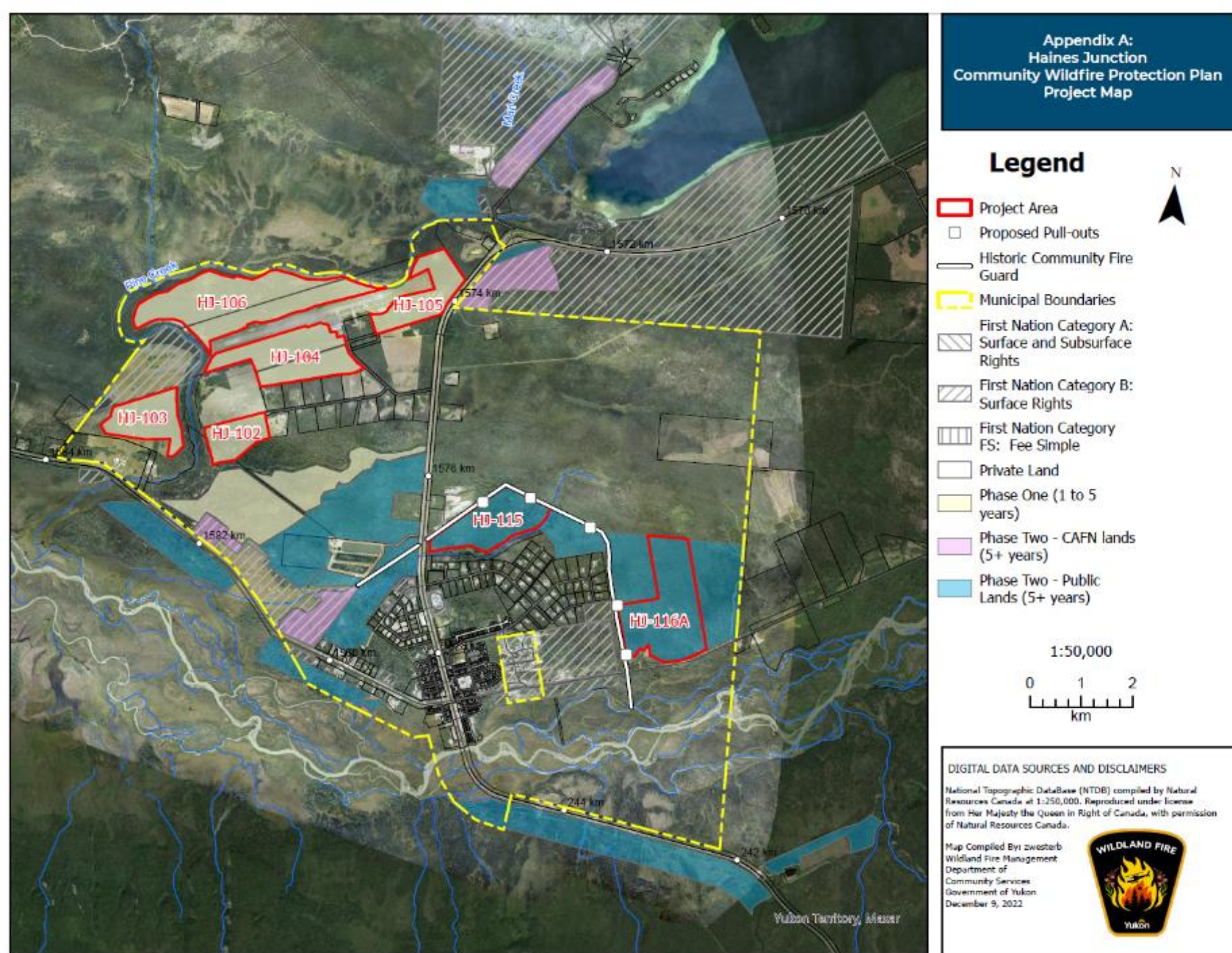
## YESAB completed for Phase 1 in 2023

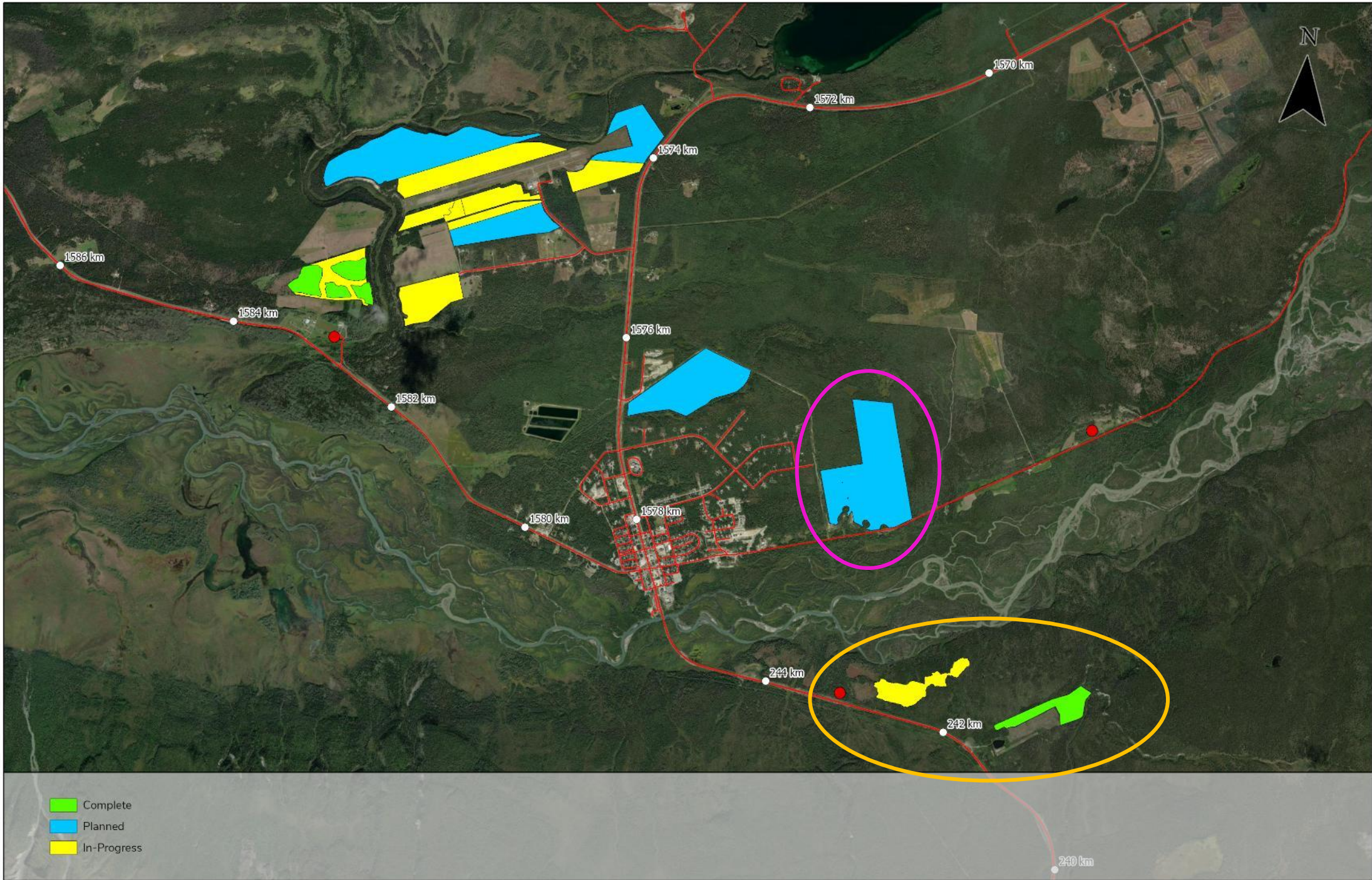
Included terms for:

Quiet hours for residents

Timber for public salvage

Protection of sharp tailed grouse and heritage Resources. Use of spill kits.

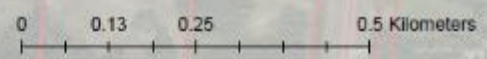






# Project Overview Map

- New Road Construction
- Upgrades to Existing Roads
- Surveyed Land Parcels
- Runway Area
- Airport Lands
- Gate
- Stop Sign
- Landing
- Clearcut
- Special Management
- Zone - FireSmart Retreat
- Thinning





## Appendix A



**Appendix A  
Project Map  
for HJ-103**

- Existing Access
- ▭ Block boundary - not flagged
- ▭ Surveyed Land Parcels
- ▭ Block boundary - flagged
- ▭ First Nation Settlement Lands
- ▭ Planted
- ▭ B: Surface Rights
- ▭ Reserve



## Appendix B



**Appendix B:  
Project Map**

- ▭ Block boundary
- ▭ Reserve
- HJ-102 Access
- Access through reserve
- ▭ Surveyed Land Parcels





**Figure 2: Landscape Level Fuelbreak**

National Topographic DataBase (NTDB) compiled by Natural Resources Canada at 1:250,000. Reproduced under license from Her Majesty the Queen in Right of Canada, with permission of Natural Resources Canada.

- Approved Fuel Abatement Boundary
- HJ Proposed Treatments**
- Clearcut
- Thinning
- To Be Determined

1:9,000

0 210 420 840 Meters





**THANKS!**



Parks  
Canada

Parcs  
Canada

Canada

# Haines Road Wildfire Risk Reduction

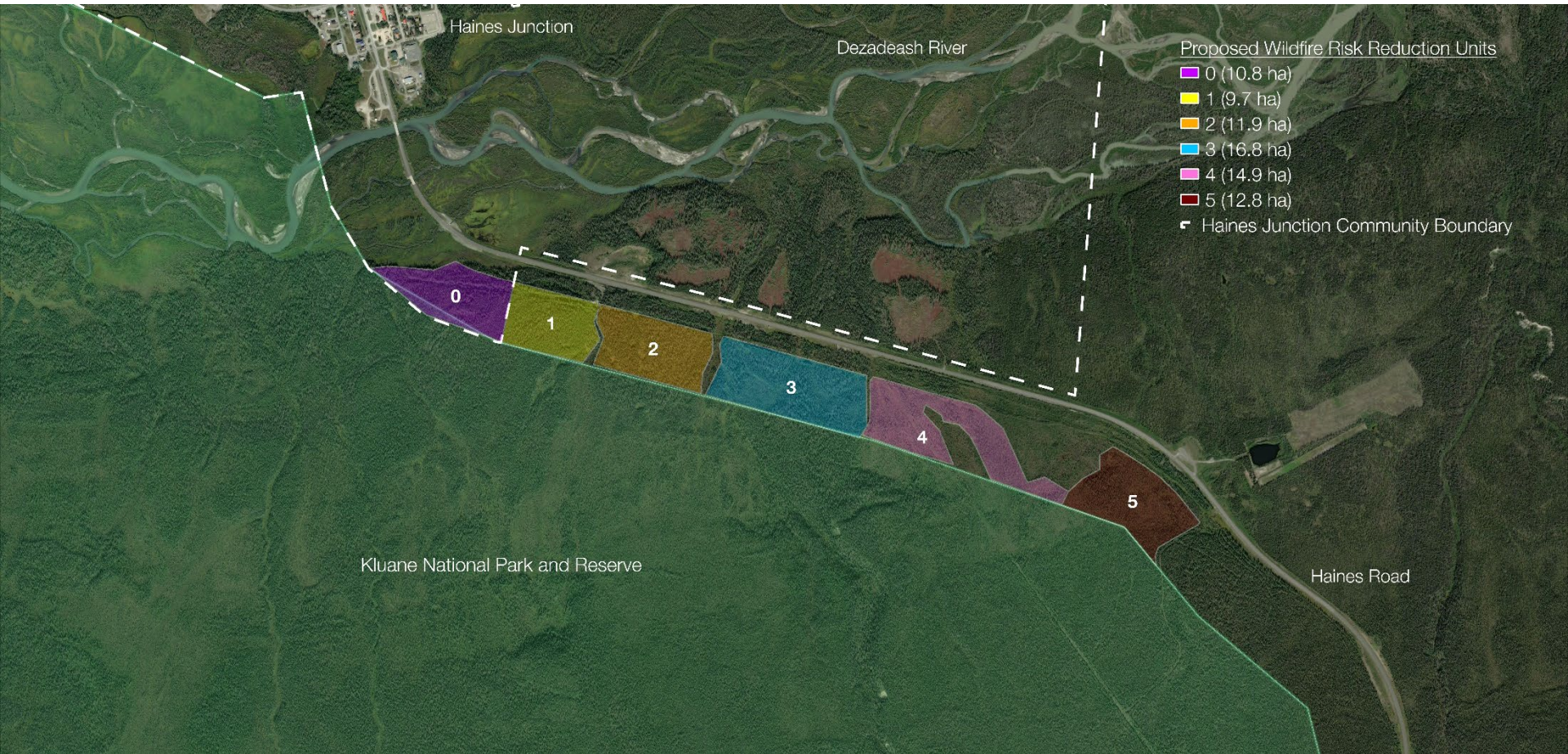
Village of Haines Junction Council Meeting  
August 13, 2025



Parks  
Canada

Parcs  
Canada

Canada





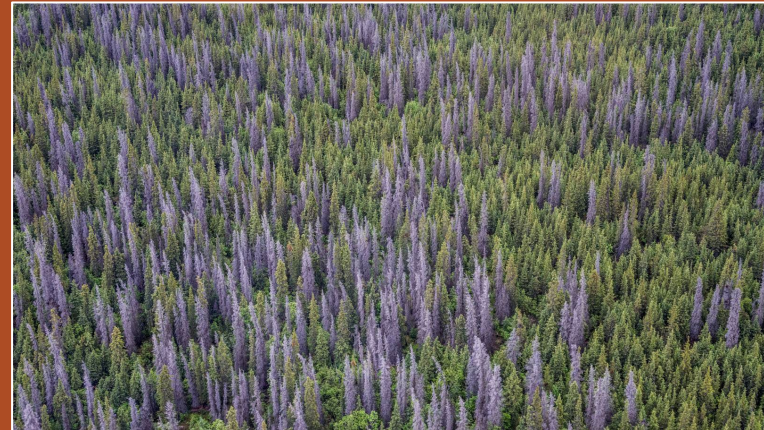
Parks  
Canada

Parcs  
Canada

Canada

# Wildfire Management Plan for KNPR (2023)

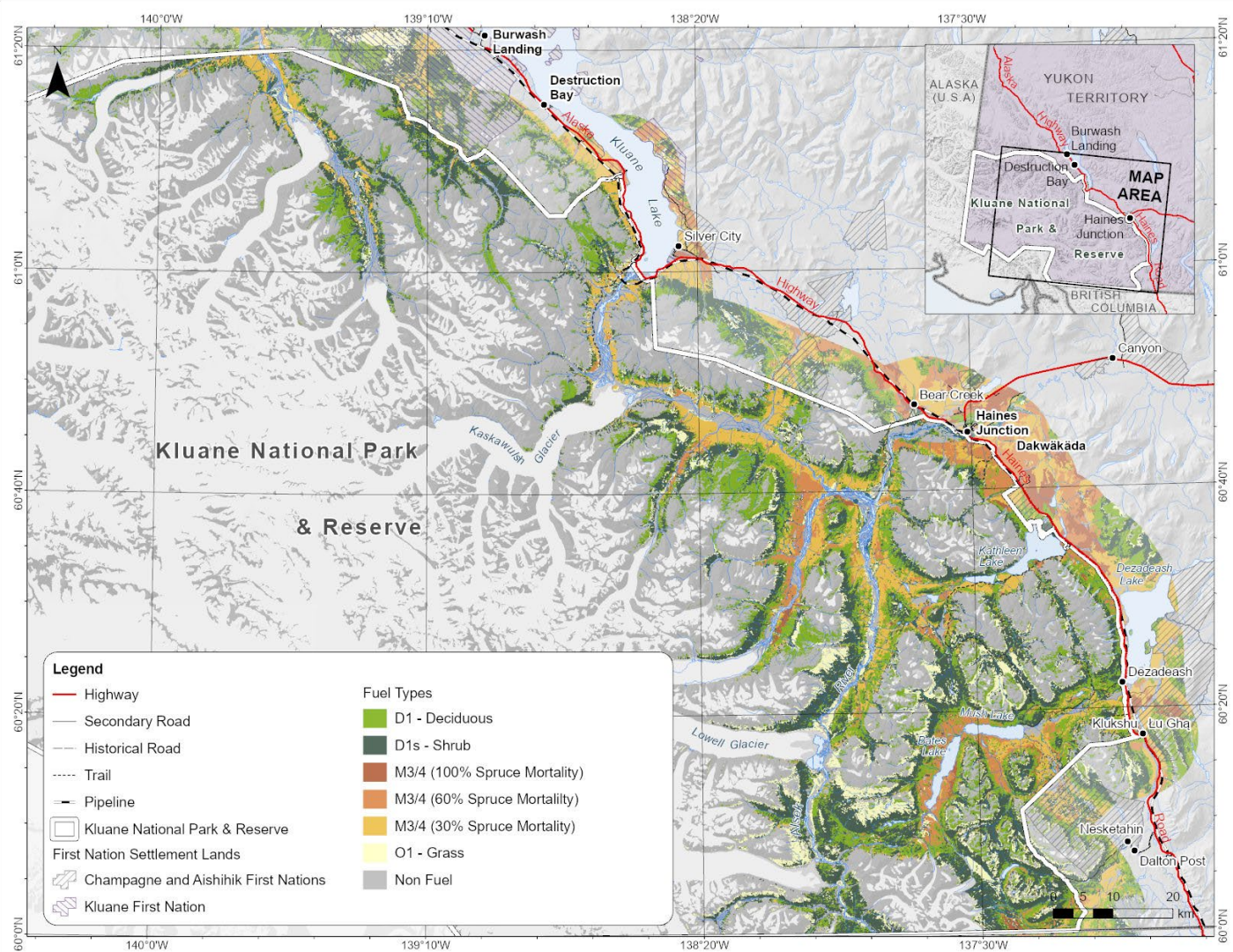
- 10-year strategic direction
- Wildfire preparedness
- Prevention & detection
- Wildfire Response
- Ecosystem Restoration & Use of Fire





# Forest fuels:

- Valley bottom
- Mixedwood
- Spruce
- Beetle-kill
- Fire deficit

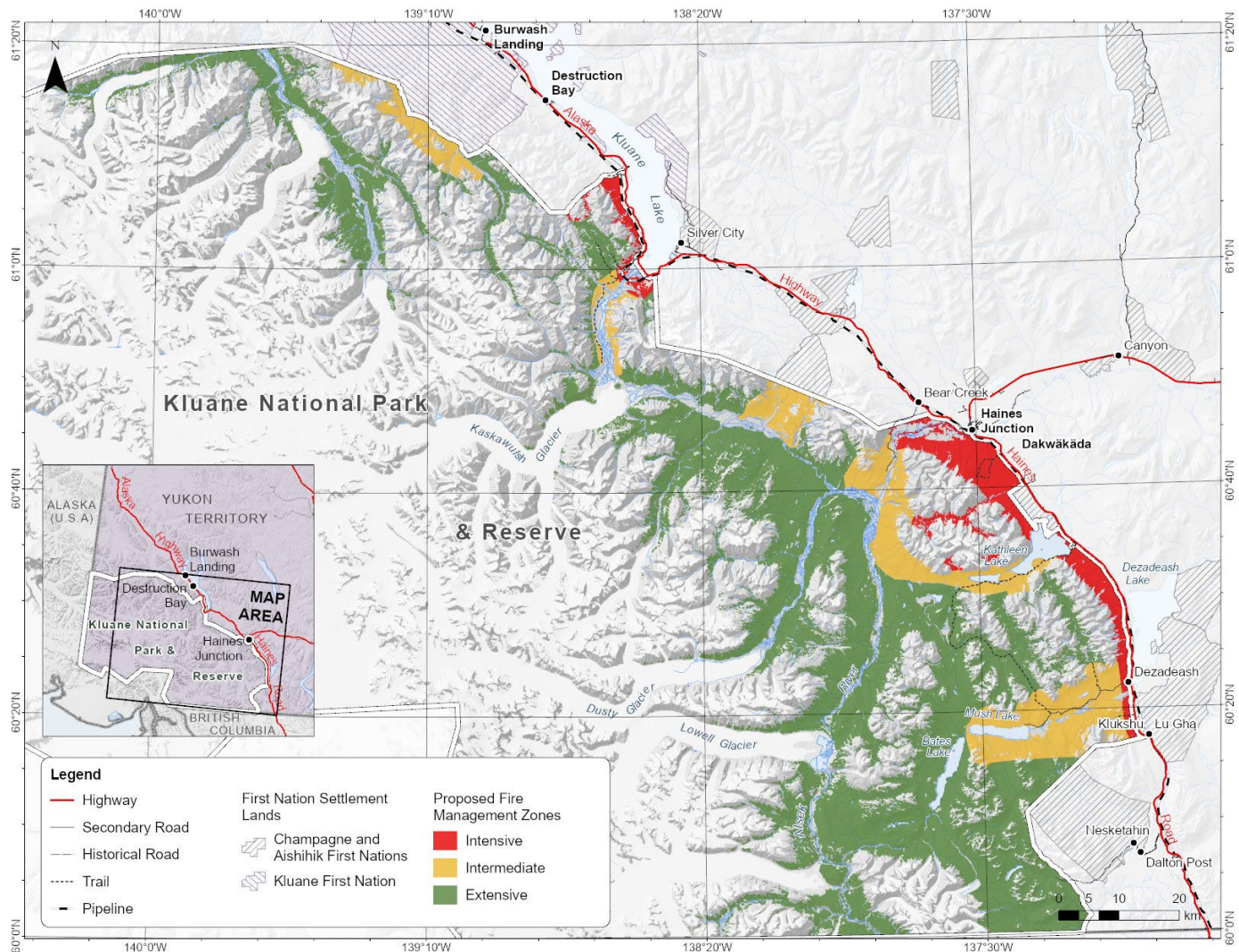






# Fire Zones in KNPR

- values at risk
- forest composition
- large natural barriers
- previous wildfires
- fire spread direction





# Wildfire Prevention & Risk Reduction

- Firesmart to reduce fuel load
- Infrastructure protection
- Values-at-Risk info
- Regional planning





## Outreach & Communication

- Work together
- Learn from community





Parks  
Canada

Parcs  
Canada

Canada

Thank you! Questions?



**Village of Haines Junction  
Report to Council**

**August 13th, 2025**

**Council Decision**  
 **Council Direction**  
 **Council Information**  
 **Closed Meeting**

**RE: Grand Hall Projector – CDF Funding Budget**

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**Recommendation**

That Council consider this report and pass a motion approving the budget allocation for the Grand Hall projector project, funded through the Community Development Fund (CDF).

**Background**

On March 26, Council passed Motion #129-25 directing staff to apply for CDF funding for the installation of two projectors in the Grand Hall.

**Current Status**

CDF funding has been approved in the amount of \$75,000, the maximum for a Level 2 application. CDF funding requires the applicant to contribute 10% of the total project cost (including half of the GST).

The total project cost, including GST, is \$83,506.05. The Village will cover the remaining \$8,506.05 (10.19%). Of this amount, \$2,036.73 represents the GST portion of the Village's contribution, which is a recoverable expense. After recovering the GST, the net cost to the Village will be \$6,469.32.

**Asset Management Impact**

The new projectors will replace the aging unit currently in the Grand Hall. A second screen, previously purchased as part of the Hall lighting project, will be installed as part of this work. NF Electric, a local company, submitted the lowest bid and is able to complete the project this year. The projectors will include a control panel, similar to the lighting system, to ensure ease of use.

**Draft Resolution**

That Council approve a budget allocation of up to \$84,000 for the completion of the Grand Hall projector project as outlined in this report.

Prepared by

David Fairbank  
Chief Administrative Officer



**Village of Haines Junction  
Report to Council**

**August 13th, 2025**

**Council Decision**  
 **Council Direction**  
 **Council Information**  
 **Closed Meeting**

**RE: Bike Skills Park – Draft Sub-Lease agreement**

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**Recommendation**

Council, take into consideration this report and provide staff with direction to sign the finalized sub-lease with PedalJunction, or to amend the sub-lease as directed prior to signature.

**Background**

The Village is in the process of leasing the proposed bike skills lot located between Otter Cr and Jackson St. This lease agreement is anticipated to complete within the next two weeks. If the lot can be sub-leased to PedalJunction without delay, they will have time to complete a substantial amount of construction on the park this build season.

**Current Status**

The Villages lawyer has drafted a five (5) year lease agreement with PedalJunction with renewal options. The lease has a rent rate of \$1.00. The terms and conditions limit development and activity to the construction and operation of a bike skills park. The sub-tenant is responsible for all maintenance and improvements. The subtenant indemnifies the sublandlord against all claims, damages, and legal costs. The Village would provide liability insurance for the site under its umbrella coverage. This does not impact the Villages insurance rates.

**Asset Management Impact**

The asset management impact of the bike skills park has been previously discussed. The subtenant will be responsible for all maintenance on the site with the exception of the bear-proof garbage bins, which the Village has agreed to supply and maintain.

**Next Steps**

If council approved the draft lease as written, or with suggested edits, staff can complete the lease agreement with PedalJunction immediately after the lease to the Village is completed.

**Draft Resolution**

That Council directs staff to sign the lease (as amended) with PedalJunction when possible.

Prepared by

David Fairbank  
Chief Administrative Officer

**SUBLEASE AGREEMENT**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Sublease**”)

**BETWEEN:**

**Village of Haines Junction**  
P.O. Box 5339  
Haines Junction, YT Y0B 1L0

Hereinafter called the “**Sublandlord**”

**OF THE FIRST PART**

**AND**

**Pedal Junction Club**  
PO Box 5579  
Haines Junction, YT Y0B 1L0

Hereinafter called the “**Subtenant**”

**OF THE SECOND PART**

**WHEREAS:**

The Sublandlord, as tenant, is party to a master lease agreement (the “**Master Lease**”) dated \_\_\_\_\_ with the Executive Council Member of the Yukon Territory as represented by Byron McIntyre, as landlord (the “**Head Landlord**”), in respect of the lands legally described as follows:

[ ● ]

(the “**Master Lease Lands**”);

The Subtenant is willing to undertake certain obligations of the Sublandlord under the Master Lease and wishes to sublease that portion of the Master Lease Lands shown highlighted on the plan attached hereto as Schedule A (the “**Lands**”) from the Sublandlord for the purpose of constructing and operating a bike skills park;

In compliance with the Master Lease, the Head Landlord has provided its consent, and the Sublandlord has agreed to sublease the Lands to the Subtenant for the Term (as hereafter defined), for their use, occupancy and enjoyment, upon the terms and conditions and subject to the provisos contained in this Sublease and to the *Territorial Lands Act* (Canada) and the regulations made thereunder and the *Lands Act* (Yukon) and the regulations made thereunder.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties agree as follows:

**Demise.** In consideration of the rents, covenants, agreements, and conditions hereinafter reserved and contained on the part of the Subtenant to be paid, observed, and performed, the Sublandlord does hereby demise and sublease the Lands to the Subtenant, and the

Subtenant does hereby sublease and accept the Lands from the Sublandlord, to have and to hold during the Term, subject to the terms and conditions of this Sublease.

**Reservations.** Notwithstanding Section 1, this Sublease will be subject to the following reservations of the Sublandlord and the Head Landlord, as applicable:

all mines and of all minerals, whether solid, liquid or gaseous which may be found to exist within, upon or under the Lands together with the full powers to work the same and for that purpose to enter upon, use and occupy the Lands or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;

the rights of the recorded holders of mineral claims and any other claims or permits effecting the Lands;

all timber that may be on the Lands;

the right to enter upon the Lands, to work upon and remove therefrom any rock outcrop required for public purposes;

such right or rights of way and of entry on or over the Lands as may be required under regulations in force in connection with the construction maintenance and use of works for the conveyance of water and waste water for municipal use; and,

the right to enter upon the Lands for the purpose of installing and maintaining any public utility or road.

**Term and Termination.**

Subject to the terms and conditions of this Sublease, the Subtenant shall have and hold the Lands for a period of five (5) years commencing the \_\_\_ day of \_\_\_\_\_, 2025 (the "**Commencement Date**"), unless otherwise terminated earlier in accordance with the terms of this Sublease.

Subject to the Sublandlord receiving written notice from the Subtenant six (6) months prior to the expiration of the Term, which written notice shall include plans from the Subtenant for its continued use and occupation of the Lands satisfactory to the Sublandlord in its sole discretion, this Sublease may be renewed by the parties by way of mutual agreement, for an additional term of five (5) years.

The Subtenant may terminate this Sublease on six (6) months written notice to the Sublandlord.

**Rent.** The Subtenant will pay to the Sublandlord annual rent of One Dollar (\$1.00) plus GST during each and every year of the Term hereof, payable annually in advance.

**Taxes and Other Charges.** All taxes, local improvement rates and assessments in respect of the Lands will be paid in full by the Sublandlord .

**Possession and Use.** The Subtenant shall use the Lands solely for the purpose of constructing, installing and operating a bike skills park for recreational purposes.

**Lands.** The Subtenant acknowledges and agrees in respect of the Lands:

the Sublandlord assumes no liability expressed or implied to provide access to the Lands;



from time to time the boundaries of the Lands are subject to adjustment and alteration by the Sublandlord and/or the Head Landlord as may be shown necessary by survey; and

that the Subtenant will execute any documents necessary to allow right of entry in and under or upon the Lands or so much thereof as is reasonable for the purpose of constructing, maintaining and operating sewer, water, telephone, electric power, street lighting, and fire and police protection installations, on request by the Sublandlord and/or Head Landlord.

**Compliance with Laws.** The Subtenant, at its cost, will maintain throughout the Term, any business licenses required by law and will in all respects abide by and comply with, and shall cause its employees, agents, licensees and invitees to comply with, all applicable federal, provincial and municipal laws, rules, regulations, bylaws and policies, and all directions, rules, regulations and policies of the Sublandlord (as landlord) and any applicable rules, regulations and policies of the Yukon Territory, or the insurers of the Sublandlord and/or the Head Landlord.

**Repair, Maintenance and Improvements.**

The Subtenant, at its own expense, will repair and maintain the Lands and all improvements, appurtenances, and equipment therein and thereon to a standard approved by the Sublandlord, acting reasonably. Should the Sublandlord deem it necessary to undertake any repairs or maintenance, then the Subtenant will pay to the Sublandlord all costs and expenses for such repairs or maintenance, in addition to a fee for supervision for carrying out the Subtenant's obligations, such fee to be an amount equal to 15% of the cost of repairs or maintenance carried out by the Sublandlord.

Throughout the Term, at its own expense, the Subtenant will perform, construct, install and maintain, as applicable, the following work to the satisfaction of and in accordance with plans previously approved by the Sublandlord:

establish the property lines for the Lands;

construct and install a bike skills park;

construct, install and maintain fencing around the bike skills park;

establish a parking area and road access to and from the Lands;

perform annual/regular maintenance of the bike skills park; and,

place bear-proof garbage receptacles upon the Lands.

The Subtenant will not perform any work on the lands, hold any events or provide any services not identified in Section 9(b).

Should the Subtenant wish to perform any work on the Lands, hold any events, or provide any services not identified in Section 9(b), they must obtain written permission from the Sublandlord prior to doing the work, holding the event, or providing the services, which permission will be at the sole discretion of the Sublandlord.

Should the Sublandlord agree to allow the Subtenant to perform any work, hold any events, or provide any services not identified in Section 9(b), the Sublandlord may require the Subtenant to obtain liability insurance, and such other policies and in such amounts, as reasonably determined by the Sublandlord.

The Subtenant agrees that any improvements made to the Lands during the Term will be at the risk, cost, and expense of the Subtenant.

The Subtenant agrees that any alterations, additions, buildings, improvements, and fixtures affixed to, made to, or installed on the Lands whether before or after the Commencement Date, other than unattached moveable trade fixtures and equipment, will remain upon and be surrendered to the Sublandlord with the Lands as part thereof upon the expiration or earlier termination of this Sublease and will become the absolute property of the Sublandlord unless otherwise agreed to by the parties.

**Insurance.** The Subtenant will affect all policies with insurers, and upon terms and in amounts, as to deductibles and otherwise, reasonably satisfactory to the Sublandlord, as may be requested by the Sublandlord from time to time. The Subtenant will provide a certificate of insurance to the Sublandlord upon written demand.

**Waiver.** Unless a waiver is given in writing by the Sublandlord, the Sublandlord will not be deemed to have waived any breach by the Subtenant of any of the covenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.

**Default and Termination.** Where any portion of the rent herein reserved is unpaid for more than thirty (30) days after it becomes due, whether formally demanded or not, or where the Subtenant fails to perform or observe any of the covenants or agreements herein contained, the Sublandlord may by notice in writing terminate this Sublease, and on the seventh (7) day following the mailing of the notice, such termination shall be effective.

**Termination.** On the termination of this Sublease the Subtenant will deliver up possession of the Lands in a condition satisfactory to the Sublandlord.

**Sublandlord Rights.** Termination of this Sublease will not prejudice the Sublandlord's right to unpaid rent or any other right with respect to a breach of any covenant or agreement herein contained.

**Time.** Time shall in all respects hereof be of the essence.

**Interpretation.** No implied covenant or implied liability on the part of the Sublandlord is created by the use of the words "demises and leases" herein.

**Assignment.** This Sublease shall not be assigned in whole or in part to any other person, party, company, or corporation without the express permission of the Sublandlord and the Head Landlord.

**Non-Liability of Sublandlord.** The Sublandlord, its agents, and employees will not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever, including death, that may be suffered or sustained by the Subtenant or any employee, agent, contractor, customer, invitee, or licensee of the Subtenant or to any other person who may be on or about the Lands, or for any loss of or damage or injury to any property belonging to the Subtenant, its employees, agents contractors, customers, invitees, or licensees or to any other person while such property is on or about the Lands, which property includes without limitation any structures, erections, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, brought, placed, made or being on or about the Lands, unless such damage, loss or injury is due to the negligence of the Sublandlord or any officer or employee of the Sublandlord while acting within the scope of his/her employment duties.

**Indemnity.** Notwithstanding any other terms, covenants, and conditions contained in this Sublease, the Subtenant will indemnify and save harmless the Sublandlord and those for

whom the Subtenant is responsible in law from and against any and all liabilities, damages, costs, expenses, causes of actions, actions, claims, suits, and judgments which the Sublandlord may incur or suffer or be put to by reason of or in connection with or arising from:

any breach, violation, or non-performance by the Subtenant of any obligation contained in this Sublease to be observed or performed by the Subtenant;

any damage to the property of the Subtenant, licensee, or any person claiming through or under the Subtenant or any licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair, or maintenance of the Lands;

any injury to any person, including death resulting at any time therefrom, occurring in or about the Lands; and

any wrongful act or neglect of the Subtenant, its invitees and licensees, in and about the Lands.

Should the Sublandlord without fault on its part, be made a party to any litigation commenced by or against the Subtenant, then the Subtenant will protect, indemnify, and hold the Sublandlord harmless and will promptly pay all costs, expenses, and legal fees (on a solicitor and own client basis) incurred or paid by the Sublandlord in connection with such litigation upon demand. The Subtenant will also promptly pay upon demand all costs, expenses, and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Sublandlord in enforcing the terms, covenants, and conditions in this Sublease.

The Subtenant's indemnity contained in this Section 17 will survive any termination or expiration of this Sublease, despite anything in the Sublease to the contrary.

**Enurement.** This Sublease inures to the benefit of and is binding upon the parties and their successors.

**Notice.** That all written notices respecting the Lands or the terms and covenants of this Sublease shall be deemed to have been delivered when mailed to:

Pedal Junction  
P.O. Box 5579  
Haines Junction, YT  
Y0B 1L0

Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The Subtenant may give notice in writing of a change of the above address by delivering it to:

Village of Haines Junction  
P.O. Box 5339  
Haines Junction, YT  
Y0B 1L0

Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Any notices, requests, demands or other communications so posted or personally serve to the Sublandlord or the Subtenant will be deemed to have been given at the time of such posting or personal service and any notice mailed as aforesaid will be presumed, for the purposes of this Sublease, to have been given three business days following the day on which such notice is mailed, except in the case of postal service interruption in which case such notice must be delivered or posted as aforesaid.

**Severability.** If any provision of this Sublease is found to be illegal or invalid or unenforceable at law it will be deemed to be severed from this Sublease and the remaining provisions will continue to have full force and effect.

**Governing Law.** This Sublease will be construed and governed by the laws of the Yukon.

***[Signature page follows.]***

SIGNED by the Subtenant at the \_\_\_\_\_ of \_\_\_\_\_ in the Yukon Territory this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PEDAL JUNCTION CLUB**

Per: \_\_\_\_\_

Name:

Title:

SIGNED by the Sublandlord at the Village of Haines Junction in the Yukon Territory this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**VILLAGE OF HAINES JUNCTION**

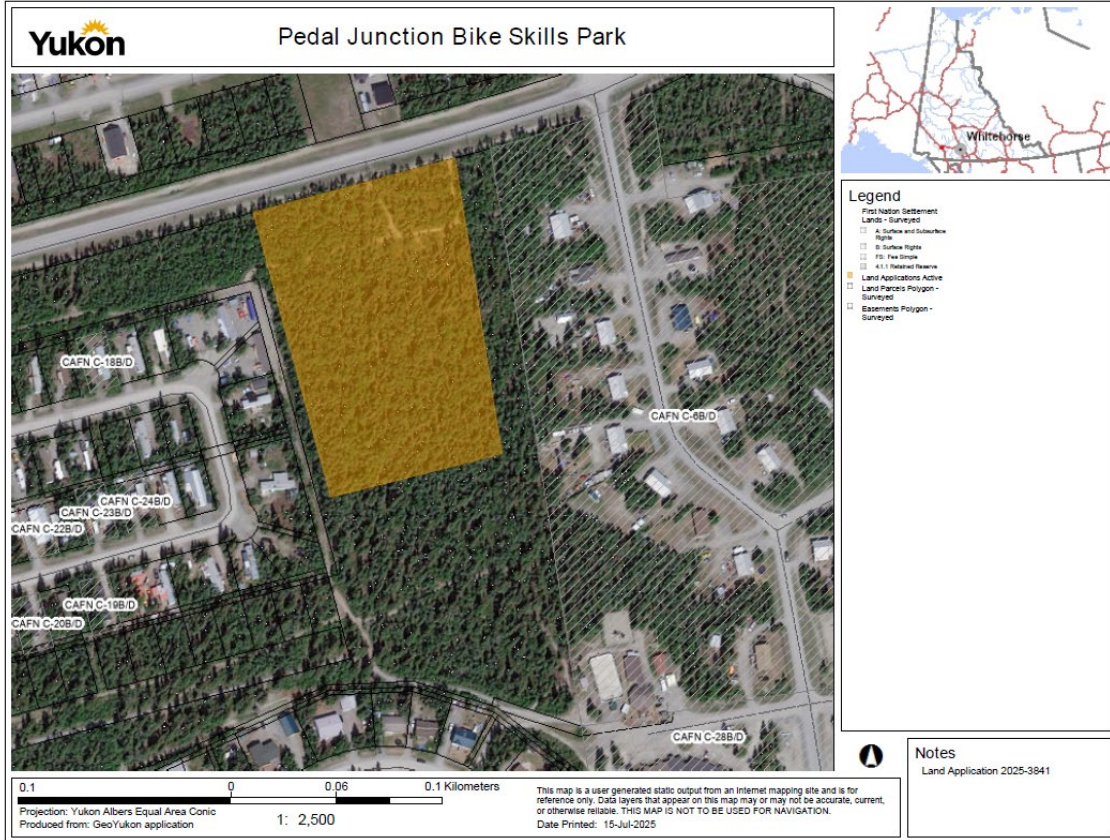
Per: \_\_\_\_\_

Name: David Fairbank

Title: Chief Administrative Officer

# SCHEDULE A

## THE LANDS



**Municipal Accounts Payable to August 13, 2025**

<u>Cheque No.</u>	<u>Name</u>	<u>Amount</u>	<u>Department</u>	<u>Description</u>
Transfer	Payroll Account #4305418	\$ 34,584.59	Administration	Net Pay - Pay Period 16
		\$ 5,494.04	Administration	RRSP Contribution - Pay Period 16
		\$ 1,266.67	Administration	Union Dues July 2025
		\$ 44,238.18	\$ 85,583.48	Administration
Bill Pay	Atco Electric	\$ 503.04	Administration	Electricity: July 2025 billing
		\$ 1,503.10	Arena	Electricity: July 2025 billing
		\$ 503.04	Convention Centre	Electricity: July 2025 billing
		\$ 184.92	Community Hall	Electricity: July 2025 billing
		\$ 341.18	Fire Department	Electricity: July 2025 billing
		\$ 336.34	Landfill & Recycling	Electricity: July 2025 billing
		\$ 75.09	Pool	Electricity: July 2025 billing
		\$ 560.18	Public Works	Electricity: July 2025 billing
		\$ 2,513.22	Roads & Streets	Electricity: July 2025 billing
		\$ 10,146.36	\$ 16,666.47	Water & Sewer
Bill Pay	Visa	\$ 2,792.98	Administration	Paper, binders, phone, adobe, zoom, nameshields
		\$ 288.75	Fire Department	Lock, keys
		\$ 631.68	Landfill	Coverall, phone, Training, couplers, cleaning suppl.
		\$ 700.00	Legislative	Gift certificates
		\$ 75.08	Public Works	Bolts, cleaning supplies, gloves
		\$ 52.49	Recycling Centre	Shovel
		\$ 2,574.87	\$ 7,115.85	Water & Sewer
280611	**Augusto! Children's Festival	\$ 3,017.49	Administration	2024 Lottery funding grant
280612	Bodine Stanlake	\$ 951.92	Landfill	Travel per diem
280613	BGC Yukon	\$ 42,347.57	Capital Projects	2025 Summer rec program

\* Denotes an item not directly funded by the Village

\*\* Grant funded

**Municipal Accounts Payable to August 13, 2025**

280614	Ellen Stutz Petty - Cash	\$ 3,866.65		Recycling Centre	Refundables paid out
		\$ 37.20		Administration	Postage, notary fees
		\$ 204.56	\$ 4,108.41	Fire Department	Breather valve, drivers medical, bars
280616	**Augusto! Children's Festival		\$ 2,352.51	Administration	2024 Lottery funding grant
280617	535902 Yukon Inc.		\$ 2,908.50	Landfill	Cat work to level old cell and create new one
280618	Acklands-Grainger Inc.	\$ 628.96		Water & Sewer	Grease, pvc gauge viton
		\$ 1,130.46	\$ 1,759.42	Public Works	Batteries, fork extensions, tape, barricades
280619	Artemis Consulting		\$ 5,197.50	Administration	Consulting Services
280620	Association of Yukon Communities (AYC)		\$ 42.50	Administration	Inter-Municipal business License #08
280621	Aynslie Ogden		\$ 387.98	Legislative	Catering joint council meeting
280622	Castle Rock Enterprises Ltd.		\$ 3,054.15	Water & Sewer	Grass seed lagoon
280623	Cathy MacKinnon		\$ 640.00	Landfill & Recycling	Reimbursement of free store volunteer honorarium
280624	Chilkoot Equipment Ltd.		\$ 17,926.81	Capital/Landfill	Generator rental for gate house
280625	Cimco		\$ 3,647.44	Arena	Pressure relief valves replacements
280626	Collin Kallio		\$ 200.00	Capital Project	Honoraria trail signage committee
280627	Devin Wittig		\$ 200.00	Capital Project	Honoraria trail signage committee
280628	Ellen Stutz Petty - Cash		\$ 451.05	Recycling Centre	Refundables paid out
280629	Exalt HR Consulting		\$ 5,250.00	Administration	HR investigation
280630	Flocor		\$ 1,848.00	Water & Sewer	Valve box

\* Denotes an item not directly funded by the Village

\*\* Grant funded



**Municipal Accounts Payable to August 13, 2025**

280631	Grime Stoppers		\$ 525.53	Convention Centre	Table cloth cleaning
280632	Inland Kenworth		\$ 3,509.68	Public Works	Repairs on Kenworth truck, parts
280633	Jacob's Industries		\$ 497.70	Water & Sewer	Co2
280634	MacKellar Contracting		\$ 365.40	Landfill & Recycling	Minus pit run
280635	Manitoulin Transport		\$ 1,392.57	Water & Sewer	Freight for nelson boxes
280636	M & D Services	\$ 1,646.45		Convention Centre	June 2025 Custodial Services
		\$ 471.56		Mezzanine	June 2025 Custodial Services
		\$ 63.94		Arena Lobby	June 2025 Custodial Services
		\$ 311.71		Administration	June 2025 Custodial Services
		\$ 255.76		Fire Department	June 2025 Custodial Services
		\$ 287.73		PW (Outhouses)	June 2025 Custodial Services
		\$ 127.88		Convention Centre	Kitchen towels laundry
		\$ 1,486.61		Convention Centre	July 2025 Custodial Services
		\$ 367.66		Mezzanine	July 2025 Custodial Services
		\$ 79.93		Arena Lobby	July 2025 Custodial Services
		\$ 319.70		Administration	July 2025 Custodial Services
		\$ 255.76		Fire Department	July 2025 Custodial Services
		\$ 287.73		PW (Outhouses)	July 2025 Custodial Services
		\$ 63.94	\$ 6,026.36	Convention Centre	Kitchen towels laundry
280637	Michael Schmidt		\$ 549.50	Administration	Overpayment of taxes
280638	NF Electrical and Event Production Ltd.		\$ 929.25	Fire Department	Installation of audio visual equipment and parts
280639	NorthwesTel	\$ 257.29		Administration	July 27, 2025 billing
		\$ 61.40		Public Works	July 27, 2025 billing
		\$ 711.39		Water & Sewer	July 27, 2025 billing
		\$ 436.58		Protective Services	July 27, 2025 billing
		\$ 125.37		Convention Centre	July 27, 2025 billing

\* Denotes an item not directly funded by the Village

\*\* Grant funded

**Municipal Accounts Payable to August 13, 2025**

		\$ 30.70		Mezzanine	July 27, 2025 billing
		\$ 30.70		Arena	July 27, 2025 billing
		\$ 73.08	\$ 1,726.51	Recycling Centre	July 27, 2025 billing
280640	Pete Allen	\$ 157.49		Landfill	Tables and chair gatehouse
		\$ 59.81	\$ 217.30	Public Works	Oil, tie downs
280641	Provident Hub International Insurance		\$ 1,021.60	Fire Department	Insurance Premium Fire Fighters
280642	Stream Pro Resources	\$ 11,611.28		Water & Sewer	Drinking and water license monitoring and reports
		\$ 3,930.92	\$ 15,542.20	Landfill	Landfill monitoring and reporting
280643	Tangerine Technology	\$ 105.00		Legislative	Network support
		\$ 1,913.10		Administration	Network support
		\$ 1,101.45	\$ 3,119.55	Water & Sewer	Network support
280644	Village Bakery & Deli		\$ 735.00	Administration	Canada Day Cakes
280645	Worker's Safety and Compensation Board		\$ 11,006.93	Administration	Installment payment
280646	Yukon Service Supply	\$ 60.64		Recycling Centre	Pallet wrap
		\$ 498.49		Water & Sewer	Sodium hypochlorite
		\$ 230.79	\$ 789.92	Public Works	Cleaning towels

Municipal Accounts Payable **\$ 253,612.05**

Adopted on \_\_\_\_\_

Mayor \_\_\_\_\_ CAO \_\_\_\_\_

\* Denotes an item not directly funded by the Village

\*\* Grant funded

**Report to Council  
Village of Haines Junction  
August 13, 2025**

**RE: URBAN ELECTRIFICATION PROGRAM APPLICATION**

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**Recommendation:**

That Council review the following report and attached application and direct by resolution:

*That the Urban Electrification Program Application for Lot 50 Willow Acres be approved / not approved / approved with conditions (as per Section 11 of the policy); and*

*If approved, that a Local Improvement Bylaw be brought forward to the August 27, 2025 Council meeting*

**Background:**

The Village of Haines Junction has an Urban Electrification Policy which allows for Council to provide funding assistance to municipal taxpayers to install electrical services to their property. The funding is done as a local improvement charge and is administered by bylaw as required by the *Municipal Act*, Sections 267 – 271 (copy attached).

Since the policy inception in 2004, 6 applications have been administered.

**Current Status:**

The Village has now received the following application (copies attached):

**Danielle Evans** (Appendix “A”) to install electrical services at Lot 50 Willow Acres.

**Application Process:**

The process is as follows:

- a) A property owner completes the application and provides a cost estimate from Atco Electric Yukon for the electrical installation;
- b) The application is submitted to Council for approval and to authorize the initiation of a local improvement charge bylaw;
- c) A Local Improvement Bylaw with a payment schedule using the cost estimate from Atco Electric Yukon is brought to a Council meeting for First and Second Reading;

- d) Upon expiry of the 30 day notification period to the applicant (as required by Section 269 of the Municipal Act) or response received from the applicant, whichever comes first, the LIC Bylaw is brought to council meeting for the third reading.
- e) Atco Electric Yukon is given authorization to proceed with the electrical service installation.
- f) Upon completion and receipt of a final invoice from Atco Electric Yukon, a request for motion is brought to Council meeting to revise the LIC bylaw payment schedule to reflect the actual final costs.
- g) The bylaw is submitted to Assessment and Taxation Branch so that the local improvement charge can be entered onto the property tax roll.

**Analysis:**

The assessed value of the land is \$92,250.00. The maximum allowable contribution per the policy is \$25,000.00, which does not exceed 75% of this value and all taxes are paid (as per policy requirement).

This property is currently under an Agreement for Sale with YG. The policy requires that the applicant must be the registered owner of the property. For titled properties, the Village investment is secured by the tax lien process as per the *Assessment and Taxation Act*. The tax lien process is not applicable on a non-titled property, therefore there is no confirmed recourse for the Village to recoup their investment should the LIC payments be defaulted or the property be turned back to YG.

**Section 11 of the Urban Electrification Policy states:**

***“Other conditions, restrictions or variances to this policy may be determined by Council in considering any individual application.”***

**Although the property is presently untitled to the applicant, Council may consider approving the application as the property owner is currently building a house that is near the required level of completion to obtain title.**

Section 9 of the policy states: “An annual budget and reserve amount shall be established by Council and no applications will be considered that may exceed the annual budget or the reserve amount”. Historically, this has not been done but the Village does have sufficient reserves to fund this application.

**Conclusion**

Council by reviewing this report and providing direction to staff will exercise their oversight role on this issue.

Prepared by:

Donna Istchenko, Treasurer



**Village of Haines Junction  
Report to Council**

**August 13, 2025**

**Council Decision**  
 **Council Direction**  
 **Council Information**  
 **Closed Meeting**

**RE: Competitive Bidding Process Policy #05-94**

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**Recommendation**

Council review and approve the draft, amended Competitive Bidding Process Policy #05-94 and approve with any needed revisions, noting a more thorough review and update of the policy may be warranted.

**Background**

The Village of Haines Junction's Competitive Bidding Process Policy has been in place, unchanged, since 1994. The purpose of the policy is to ensure fairness and equity in contract administration. The policy requires all contracts of above \$5,000 to be awarded by tender (invitation, public) or request for proposal and does not specify any circumstances where Direct Awards may be authorized for contract amounts above this threshold.

Yukon government's procurement process has established the following tendering thresholds (derived from trade agreements)

- Contracts may be direct awarded to purchase goods valued at less than \$10,000, and to acquire services and construction valued at less than \$50,000
- Contracts may be awarded by either invitational or open tendering to purchase goods valued at \$10,000 to \$33,399, and to acquire services and construction valued at \$50,000 to \$133,799
- Contracts must be put to open tender to purchase goods valued at less over \$33,400, and to acquire services and construction valued at over \$133,800

YG's procurement policy also specifies circumstances where government may direct award contracts above these thresholds.

**Current Status**

YG recently included road work in Haines Junction within its tendering process for Phase 4 of the Water and Sewer Infrastructure upgrade project, which was awarded to Castle Rock. The Village is needing to issue a contract with Castle Rock for this work. Currently, the Village's procurement policy does not allow for direct awarding contracts that have been put to competitive bid through another government's tendering process. Re-issuing the tender will delay the road work to next summer and may be significantly more expensive as Castle Rock included mobilization costs within in the contract for the Phase 4 Infrastructure work. Completing necessary road repairs has been an

issue within the community for several years and has been delayed pending the completion of the water and sewer upgrades.

### **Discussion/Analysis**

The proposed changes to the Competitive Bidding Process Policy (highlighted in yellow in the attached) would align the Village of Haines Junction's tendering thresholds, and exceptions to open tendering, with the Yukon government.

The Village of Haines Junction's Competitive Bidding Process Policy is very out of date; while these changes will address immediate needs, a more detailed overhaul of the policy is warranted.

### **Draft Resolution**

THAT [with any changes requested] Policy #05-95, the Competitive Bidding Process Policy, is adopted as amended

Prepared by

Aynslie Ogden  
Policy and Communications Manager

**The Competitive Bidding Process Policy  
Administration 05-94 (As Amended)**

**Policy**

Whereby Council believes and promotes fairness and equity in contract administration all goods, services or contracts of a dollar value of greater than specified in the table below shall proceed either by tender (invitation, public) or request for proposal.

<b>Tendering Thresholds<sup>1</sup></b>			
	<u>Goods</u>	<u>Services</u>	<u>Construction</u>
Direct award may be used	Less than \$10,000	Less than \$50,000	Less than \$50,000
Invitational tendering or open tendering required	\$10,000 to \$33,399	\$50,000 to \$133,799	\$50,000 to \$133,799
Open tendering required	\$33,400 or greater	\$133,800 or greater	\$133,800 or greater

**Exceptions to Open Tendering**

Council may authorize a Direct Award Contract above the threshold requiring competitive bidding under the following circumstances:

1. For an agreement with another government or its agent, regulatory or administrative body.
2. In the event of an emergency or where immediate action is required to prevent or respond to injury or death to persons or animals or livestock, or damage to property or immediate damage to the environment.
3. If the Goods or Services can be supplied by only a particular Supplier and no reasonable alternative or substitute Goods or Services exist
4. Where due diligence in the tendering process has already been undertaken by another level of government via a public tendering process.

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<sup>1</sup> Note these thresholds mirror the tendering thresholds in the YG procurement policy, which in turn are based on the Canada Free Trade Agreement, Canada -European Union Comprehensive Economic and Trade Agreement, and World Trade Organization Procurement. These thresholds came into effect on January 1, 2024 and are updated every two years.

Prior to direct awarding, Council should ensure:

1. That a Report to Council is completed by the CAO outlining the rationale for the Direct Award (except in emergency situations);
2. That the Direct Award does not contravene any commitments made under Canadian Trade Agreements;
3. That the direct award is conducted in a manner that ensures fairness and fiscal responsibility, so that fair market prices are sought and procurement is conducted with integrity and good judgement;
4. That efforts to contract with Yukon and First Nation businesses are made wherever possible, keeping in mind reasonable prices and product availability in Yukon;
5. That a motion is passed authorizing the Direct Award.

## Procedure

Pursuant to a motion made and passed by Council to enter into a contract for services of a value greater than specified in the table above, the following procedures will apply:

### Advertising Tenders

- 1.0 Generally, tenders shall be advertised by using the method outlined below:
  - a. Per the Administrative Procedures for Communicating Public Notices<sup>2</sup>, and
  - b. As deemed necessary, any other method Council deems expedient.
- 1.1 Proposals or invitation to tender may be advertised in the same manner as public tenders or by soliciting in writing a quote by at least 2 suppliers.

### Writing Invitation to Tender

2. Notices shall as applicable:
  - a. contain a clear description, scope of work, terms of reference, or a full and complete set of contract specifications of the construction or service required and the name and phone number of a contact person should clarification of any item be required.
  - b. Request for proposals will be used whenever limited or no specifications are available, the exact determination of how a job is to be done is unknown or for professional services.
  - c. contain the statement that "the lowest or any bid may not necessarily be accepted."

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<sup>2</sup> <https://hainesjunction.ca/p/village-communications>



- d. stipulate the closing date and time.
- e. the minimum bid evaluation criteria, if applicable
- f. state the date and location that the bids shall be opened.
- g. state that all bids must be placed in a sealed envelope plainly marked as specified.
- h. at the discretion of Council, contain a description of any other qualifications the bidder must have in order to determine whether the bidder is capable of completing the project.
- i. the form, amounts and the terms and conditions of any required performance security or any performance penalty permitted by law, if any.
- j. a project completion date and a schedule for payment.

### Bid Evaluation Criteria

3.0 Bid evaluation criteria contained in the tender must conform to this policy.

### Form of Bid Evaluation Criteria

4.0 Bid evaluation criteria shall take the form of one or both;

- a. minimum standards to be met;
- b. ranking criteria.

4.1 Where ranking criteria are used, they may include:

- a. the experience of the bidder with similar contracts;
- b. the bid price submitted;
- c. the qualifications of the bidder for the contract;
- d. the means proposed by the bidder to carry out the contract;
- e. the schedule proposed by the bidder; or
- f. any other criteria relevant to the particular tender.

4.2 In the event of not stating bid evaluation criteria price shall be the governing criteria.

### Effect of Minimum Standards

5.0 Where minimum standards are specified, the standards shall not be devised so as to arbitrarily or unnecessarily limit the number of bidders.

5.1 Tenders may refer to specific product trade names/brands only to establish a standard of performance expected, except where the requirement for a specific product has been explicitly justified, in which case the invitation to bid shall clearly stipulate the requirement for the product.

## Specifications

6.0 The tenders may specify:

- a. that bids are to be unconditional;
- b. that bids are to be accompanied by bid security in a specified form and amount;
- c. that bids are to be submitted in or on a mandatory form;
- d. the payment of a deposit for copies of the complete tender; and
- e. any other terms and conditions relevant to the tender.

## Availability of Tenders

7.0 The Municipality shall use its best effort to make tenders or addenda to tenders available to all bidders at the same time.

## Tendering Period

8.0 The tendering period for publicly advertised tenders shall be a minimum of 2 weeks unless specific approval to shorten the tendering period for the invitation to bid is given by the Village Council.

## Cancellation of Tender

9.0 A tender may be canceled at any time prior to notification of award.

## Tender May Be Amended

10.0 Subject to section 12, a tender may be amended prior to the closing time by issuing an addendum.

## Notice of Amendment

11.0 The Municipality shall make its best effort to notify every person who receives a tender that an addendum has been issued.

11.1 If the tender was issued in writing, any addendum shall also be issued in writing.

## Adjustment of Closing Time

12.0 When an addendum is issued, the closing time shall, where necessary, be adjusted to reasonably allow bidders to receive the addendum and adequately consider, prepare and submit their bids, taking into account the impact of the addendum.

### Information Included in Bids

13. Where the purpose of the tender is to enter into a contract, bids shall contain the following information:
- a. an offer to enter into a contract which may be made by reference to the tender and addenda;
  - b. the name of the individual, partnership, or corporation submitting the bid and, in the event of a written bid, an authorized signature(s);
  - c. a telephone number or facsimile number or address to which notifications may be sent to the bidder;
  - d. the period of time for which the bid is open for acceptance;
  - e. unless otherwise stated in the tender, the basis for calculating the contract value, or the total estimated contract value; and
  - f. other information or documents requested in the tender.

### Bids to be in Writing

- 14.0 Bids submitted in response to a tender shall be in writing on the prescribed form.
- 14.1 The Municipality may specify that a bid in an amount less than \$5,000 which is submitted in response to a tender must be in writing.

### Bid may be Amended or Withdrawn

- 15.0 A bidder may withdraw or amend a bid prior to the closing time.

### Receipt of Tenders or Proposals

- 16.0 No bid shall be accepted by the municipal office unless received in a sealed envelope.
- 16.1 No bid shall be accepted outside of the municipal office at any time by any employee or Councillor of the Village of Haines Junction.
- 16.2 The date, time of receipt of a bid shall be recorded and initialed on the envelope or facsimile cover sheet; as the case may be.
- 16.3 Tender and Proposal envelopes shall remain sealed until the opening of the tender bid.

### Execution of Bids

- 17.0 Subject to subsection 14.1 a bid shall be signed by the person or persons authorized to make the bid on behalf of the individual, the partnership or corporation that is submitting the bid.
- 17.1 When specified in the tender, a bid and amendments to a bid may be submitted by facsimile transmission.
- 17.2 A written bid shall be submitted in an envelope or, subject to section 17.1, with a facsimile cover sheet, which clearly identifies it as a bid submitted in response to the tender.
- 17.3 An amendment to a written bid must be in writing and, when specified in the tender, may be submitted by facsimile transmission.
- 17.4 Amendments must be signed by the person or persons authorized to make the bid on behalf of the individual, partnership or corporation that submitted the bid.

### Opening of Bids

- 18.0 Bids shall be included as an agenda item at the next scheduled or special meeting of Council after the closing date.
- 18.1 The Clerk of the Municipality of Haines Junction shall open the tender documents in the presence of the Chief Administrative Officer, municipal employee or Councillor. Both shall initial each tender document and record the name of bidder, the amount of bid where practical and the amount and form of bid security provided if applicable.
- 18.2 The opening of the tender documents shall be recorded on a comparison form (Schedule A) for tenders or an evaluation form for proposals and shall be recorded in the minutes of the next regular or special meeting of Council.
- 18.3 The opened tenders shall be placed in a file specifically for that purpose and filed by the Clerk in the appropriate manner.
- 18.4 Anyone who wishes to be present at the bid opening shall be permitted to attend.

### Late Bids

19.0 The Municipality shall reject any bids received after the closing time.

19.1 Late bids shall be returned to the bidder. In the case of sealed bids, they shall be returned unopened.

### Rejection of Timely Bids

20.0 The contracting authority may reject a bid which has been received prior to the closing time only where:

- a. it is not submitted in the required form;
- b. there are significant omissions of required information;
- c. a bid is not signed as required;
- d. the required bid security in the required form is not provided;
- e. the bid has conditions attached which are not authorized by the tender;
- f. the bid fails to meet one or more standards specified in the tender; or
- g. there is substantial evidence that, pursuant to the bid evaluation criteria contained in the tender, a bidder would be unable to carry out the contract as specified.
- h. the tender price grossly exceeds the budget estimates

### Ranking Bids

21.0 The Municipality shall evaluate and rank all bids not rejected pursuant to sections 19 and 20.

21.1 The Municipality shall evaluate and rank the bids solely on the basis of the bid evaluation criteria and requirements contained in the tender.

### Identical Bids

22.0 Where two or more bids are identical and all other requirements are equally fulfilled, the deadlock between the bids shall be resolved by Village Council with minimum criteria based on past experience with the contractor or supplier.

### Awarding of Tenders or Proposals

23.0 The tender or proposal shall be awarded at the discretion of Council with written notification to the successful bidder.

23.1 Where more than one contract is awarded pursuant to an invitation to bid, they shall be awarded to bidders in the sequence in which their bids were ranked, from highest to lowest.

23.2 Only Village Council by resolution may authorize bypassing the highest-ranking bid.

#### Contract Must be in Writing

24.0 Any contract must be in writing.

#### Failure to Enter into Contract

25.0 Where a bidder is offered a contract and fails to enter into the contract within the time period specified by the Municipality, the Municipality may delete the bid from the ranked list established pursuant to section 21, and may replace it with the next ranked bid.

#### Award not Required

26.0 Nothing in these regulations shall require the Municipality to award any contract.

#### Notice of Rejection

27.0 Where the Municipality rejects a bid, the Municipality shall notify the bidder, by the quickest means available, that the bid was rejected. In the case of a written bid, this shall be confirmed in writing.

27.1 Bidders shall be given reasonably opportunity to have explained the full reason(s) why their bid was rejected.

#### Notice of Award

28.0 The Municipality shall give the successful bidder notification of award.

#### Deemed Delivery

29.0 Notification of any matter pursuant to these regulations shall be deemed to be delivered at the time transmitted by facsimile, or at the time delivered to a courier, or at the time delivered to Canada Post, as the case may be.

### Return of Deposit

30.0 Where a refundable deposit has been paid to receive a copy of the tender, the deposit shall be returned when the copy of the tender is returned in acceptable condition.

30.1 If the copy of the tender documents are not returned within 60 days of the tender closing time, the refundable deposit shall be forfeited to the Village of Haines Junction.

### Penalty

31.0 If a bidder is awarded a contract and fails to enter into the contract, the Municipality may retain the bid security to an amount required to pay the extra costs incurred by the Village of Haines Junction as a result of the bidder's failure to enter into the contract.

### Incentives

32.0 Nothing in these regulations prohibits the Municipality from offering incentives to prospective bidders, provided that;

- a. the availability of such incentives is clearly identified in the tender, and
- b. the incentives do not arbitrarily or unnecessarily limit the number of bidders.

### Errors in Contract Value

33. Where unit prices are requested and the bid contains an error in calculating the estimated contract value, the unit price shall prevail.

**Approved as amended on August 13, 2025**

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Mayor Diane Strand

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CAO David Fairbank

## CHECK LIST FOR REVIEWING TENDER SPECIFICATIONS

Project:	Department:
Type:	Project Manager:
Estimated Value:	Phone #:

1. Instructions to Bidders:

- Date & time of tender closing is 4:00 pm on Tuesday, Wednesday or Thursday
- Address where bids must be submitted
- Late bids not accepted
- How to verify that a bid has been received by the government
- How to withdraw a bid
- How to amend a bid
- Lowest or any bid not necessarily accepted
- Bid evaluation criteria
- Acceptance period (time period during which the bid remains valid)
- Name and phone number for bidders to contact for answers to questions or clarification, Project Manager and/or Contract Administration

2.  Business Incentive Policy

3.  Specifications - this is the responsibility of the issuing department as Contract Services personnel cannot be expert in every conceivable contracting situation; however, we should look for anything that seems ambiguous or is obviously missing.

4.  Source list requirements

5.  Terms of payment - ensure that the conditions and frequency of payments are stated

6.  Tender form - with price(s) to be filled in and provision for company name and authorized signature(s)

OR

clear instructions on the required format of the submission

7.  Insurance requirements (if applicable)

8.  Warranty (if applicable)

9.  WCB coverage required

10.  Employment Standards Act applies

11.  Conflict of interest clause

12.  GST exempt clause

13.  Three weeks tender period

14.  Advertising dates - 4 days notice for papers

15.  Request for tender for (signed) and required specifications

16.  Envelopes

17.  Notes to mention to Project Manager:

- bid summary form
- tender forecast



**Form B**

**Village of Haines Junction  
Request for Quotation**

Quotations are invited for the supply of goods or services specified below. The right is reserved to accept or reject quotations on any item separately or on the quotation as a whole. Quotations should be fully extended and checked and extensions totalled.

ALL PRICES QUOTED SHOULD BE F.O.B. Haines Junction

Quotation required by: \_\_\_\_\_

Return this Quotation to: Chief Administrative Officer  
Village of Haines Junction  
P.O. Box 5339  
Haines Junction, Yukon  
Y0B 1L0

No.	Description	Quantity	Unit Price	Total Price
		GST		

**THIS IS NOT AN ORDER**

**CONDITIONS**

1. This quotation is valid until \_\_\_\_\_
2. Delivery can be made \_\_\_\_\_ days after receipt of order.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Company Name, Address and Phone Number \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**Village of Haines Junction  
Report to Council**

**August 13, 2025**

**Council Decision**  
 **Council Direction**  
 **Council Information**  
 **Closed Meeting**

**RE: Christmas Lights**

---

**Recommendation**

Council approve a budget for the purchase of Christmas Lights.

**Background**

Recently, Council tasked staff to come up with a plan to enhance the number of Christmas lights in town. Council expressed an interest in proposing where additional lights could be hung, and what this would cost. The Mayor of Watson Lake, who recently attended a Council Meeting, indicated that Watson Lake piggybacks on the City of Whitehorse who annually purchase Christmas lights in bulk, and at a reduced rate, and suggested that the Village of Haines Junction could explore doing the same.

**Current Status**

Staff have yet to find time to develop a detailed plan to enhance Christmas lighting to present to Council. Staff suggest Council set a budget of \$5,000 (within the threshold of Direct Awarding) and delegate this task to Public Works staff to determine what can be done with available resources, including looking into the possibility/feasibility of purchasing alongside the City of Whitehorse. Staff feel confident that this is an operational task that they can follow through on, and that does not require further input from Council beyond allocating the necessary budget.

**Draft Resolution**

THAT Council approve a budget of \$5,000 for the purchase of Christmas lights that will be put up ~ November 15, 2025 (or as staff capacity permits).

Prepared by

Aynslie Ogden  
Policy and Communications Manager



**Village of Haines Junction  
Report to Council**

**August 13th, 2025**

**Council Decision**  
 **Council Direction**  
 **Council Information**  
 **Closed Meeting**

**RE: SWMF Compact Loader**

---

**Recommendation**

Council, take into consideration this report and provide a motion approving the budget allocation and purchase of a compact loader for the Solid Waste Management Facility.

**Background**

Council has previously discussed the purchase of a compact loader during Capital Budget deliberations. Questions were raised regarding the frequency and extent of use for such equipment.

**Current Status**

The following estimates show the likely usage the compact loader would be used if available:

Average weekly hours moving recycle materials in Summer	14	26	364
Average weekly hours moving recycle materials in winter	10	26	260
Average weekly hours of snow removal in winter	8	26	208
		Total Hours per year:	832

**Discussion/Analysis**

The addition of a compact loader at the SWMF would provide the following benefits:

- Operational efficiency: Saves 52–104 hours annually currently spent arranging and transporting public works machinery to the SWMF.
- Scheduling flexibility: Eliminates reliance on contracted services, which is not feasible due to unpredictable and varied tasks such as:
  - Moving one or two full containers.
  - Loading the recycling truck (schedule subject to change).
  - Loading e-waste on a backhaul basis.
- Workplace safety: Provides equipment specifically suited for site tasks, improving safety for staff and the public.

- Improved site lines: A compact loader offers better visibility when loading palletized freight and maneuvering within the facility compared to a large loader.

### **Asset Management Impact**

The purchase will ensure the SWMF has appropriately sized equipment for its operations, allowing staff to work more efficiently and effectively while reducing wear on the larger loader. The projected cost for the loader and associated attachments is estimated at \$145,000.

### **Alternatives Considered**

Continue using the large loader for tasks such as handling waste oil and other projects better suited to right-sized equipment.

### **Draft Resolution**

That Council approve the budget allocation of \$145,000 for the purchase of a compact loader for the Solid Waste Management Facility as outlined in the Report to Council dated August 13, 2025.

Prepared by

David Fairbank  
Chief Administrative Officer



**Village of Haines Junction  
Report to Council**

**August 13th, 2025**

Council Decision  
 Council Direction  
 Council Information  
 Closed Meeting

**RE: Non-Union Staff Bylaw – Amendment #3**

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**Recommendation**

That Council review the proposed Amendment #3 to Bylaw No. 356-20 Conditions of Employment for Non-Union Staff, which adds the position of Protective Services Manager to the list of Management Employees, and provide direction to proceed with adoption.

**Background**

Bylaw No. 356-20 establishes the terms and conditions of employment for non-union staff.. From time to time, the bylaw is amended to reflect organizational changes.

The proposed Amendment #3 adds the position of Protective Services Manager to the “Management Employee” category, along with the associated salary range.

Council passed Motion #236-25 on July 9, 2025. “Staffing Manager of Protective Services” THAT Council direct staff to begin the process of recruiting a Manager of Protective Services.

**Current Status**

The Protective Services Manager position is a new role within the Village’s management structure. It is intended to oversee and coordinate protective service functions, which may include being the Fire Chief, emergency Measures planning, and Bylaw enforcement. A position with these responsibilities has been successfully employed in Watson Lake and Dawson City for several years.

The amendment updates Section 3.1.4 of the Bylaw to list “Protective Services Manager” among Management Employees and adds the position to the salary schedule in Section 8.1, with a salary range of \$96,000 – \$132,000 as proposed in the RTC on September 9<sup>th</sup>, 2025.

**Asset Management Impact**

Asset Management includes consideration of risk reduction, the addition of this position will support the long-term protection of Village infrastructure and services through enhanced oversight of protective services.

Prepared by

David Fairbank  
Chief Administrative Officer

## VILLAGE OF HAINES JUNCTION

### Bylaw #408-24 Condition of Employment for Non-Union Staff Bylaw #356-20 Amendment #3

**WHEREAS** the *Municipal Act*, being Chapter 154 of the Revised Statutes of the Yukon, 2002 and amendments thereto, Section 220 provides for the power to amend a bylaw; and

**WHEREAS** Council deem it proper and expedient to consider such an amendment, in accordance with the objectives, policies and practices approved by Council;

**WHEREAS** Council deem it proper and expedient to consider such an amendment, in accordance with the objectives, policies and practices approved by Council;

**NOW THEREFORE** the Council for the Village of Haines Junction, duly assembled, hereby enacts as follows:

#### **SHORT TITLE**

1. This bylaw shall be cited as “Bylaw No. 356-20, Conditions of Employment for Non-Union Staff Amendment #3 Bylaw”.

#### **INTERPRETATION**

2. For this bylaw all definitions are described in Bylaw #356-20 and its amendments thereto including this bylaw.

#### **AMENDMENTS**

--REMOVE AND REPLACE--

#### Section 8.1

<b>Position</b>	<b>Classification</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>
Chief Administrative Officer	Management	\$99,000	\$165,000
Treasurer	Management	\$90,000	\$132,000
Public Works Manager	Management	\$96,000	\$132,000
Manager of Protective Services	Management	\$96,000	\$132,000
Policy and Communications Manager	Management	\$80,000	\$110,000
Project and Asset Manager	3-year Term Management	\$80,000	\$110,000

Office Administrator	Staff	\$48,000	\$78,000
Recreation and Events Administrator	Staff	\$48,000	\$78,000
Temporary Miscellaneous Positions	Staff	\$42,000	\$90,000
Temporary	Community Support initiative	Contract Dependent	

--END OF SECTION--

**ENACTMENT**

This bylaw shall come into full force and effect upon adoption.

**READINGS**

Read a first time the 13th day of August 2025.

Read a second time on \_\_\_ day of \_\_\_\_\_, 2025.

Read a third time and finally passed on \_\_\_\_\_.

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Diane Strand, Mayor

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David Fairbank, CAO



**Village of Haines Junction**

**Bylaw No 356-20 Amendment #3**

**A Bylaw Establishing the Conditions of Employment for Non-Union Staff**

**WHEREAS**

- A. Section 188 of the *Municipal Act* provides that Council shall by Bylaw establish the terms and conditions of the chief administrative officer, designated municipal officers, and other officers and employees, including remuneration, benefits, expenses, hours of work, and manner of appointment, promotion, discipline, dismissal, and rules of conflict of interest.
  
- B. Village of Haines Junction Bylaw No. 347-19, Conditions of Employment for Unionized Staff, establishes the terms and conditions of employment for Unionized Staff

**NOW THEREFORE**, the Council of the Village of Haines Junction in open meeting assembled, hereby **ENACTS AS FOLLOWS:**

**1. Short Title**

- 1.1. This Bylaw may be cited as the **BYLAW NO. 356 - 20: CONDITIONS OF EMPLOYMENT FOR NON-UNION STAFF.**

**2. Application**

- 2.1. This Bylaw applies to those employees of the Village who are not members of the Union or of the bargaining unit, whether such employees were appoint before or after this bylaw came into force. offers of employment whether made in writing or orally. Where any part of this Bylaw conflicts with a term in an employment agreement, the term in the employment agreement applies.
  
- 2.2. The text of this Bylaw forms part of all employee contracts, letters of engagement, and

**3. Definitions:**

- 3.1 In this Bylaw, unless the context otherwise requires, means:
  - 3.1.1 "Village" or "Employer" means the Village of Haines Junction;
  - 3.1.2 "Council" means the Council of the Village of Haines Junction;
  - 2.1.3 "Collective Agreement" means the Collective Agreement between the Village of Haines Junction and the bargaining unit certified by the Canada Industrial Relations Board pursuant to Order 10650-U;
  
  - 3.1.4. "Management Employee" means those individuals occupying the positions of Chief Administrative Officer, Treasurer, Public Works Manager, Project & Asset Manager, Protective Services Manager, and Policy & Communications Manager; and,

3.1.5. "Staff" means the Recreation and Events Administrator, Office Administrator and any other employee who is not a member of the Union nor a member of the bargaining unit but is employed on a permanent or temporary basis.

**4. Manner of Appointment**

- 4.1. The Chief Administrative Officer will be appointed by Council.
- 4.2. The Chief Administrative Officer will appoint all other employees.

**5. Promotion**

- 5.1. The Chief Administrative Officer shall be responsible for the promotion all Management and Staff Employees.

**6. Internal Promotions**

- 6.1. Employees who are promoted within the organization will not be subject to any waiting period for benefits or other entitlements. Any accrued and unused 'banks' owed to an employee at the time of their promotion will be carried forward.

**7. Employee Categories**

- 7.1. There are three Employee Categories: Management Employees, Staff Employees and Employees hired through Community Support Initiatives or similar programs.
- 7.2. Employees may be hired either as Term employees (defined start and end date of employment) or Continuing Employees (defined start date).

**8. Annual Remuneration**

- 8.1. The salary of employees is dependent on their qualifications and experience Employees will be placed on the following pay bands:

<b>Position</b>	<b>Min Salary</b>	<b>Max Salary</b>	<b>Old values</b>	<b>Notes</b>
Chief Administrative Officer	\$99,000	\$165,000		
Treasurer	\$90,000	\$132,000		
Public Works Manager	\$96,000	\$132,000		
Policy and Communications Manager	\$88,000	\$110,000		
Project and Asset Manager	\$88,000	\$110,000		
Protective Services Manager	\$88,000	\$132,000	From RTC	
Office Administrator	\$48,000	\$78,000		
Recreation and Events Administrator	\$48,000	\$78,000		
Temporary Miscellaneous Positions	Contract Dependant			Term

- 8.2. Salary will be paid in bi-weekly installments by direct deposit to the Employee's bank account.

## **9. Annual Pay Increase**

- 9.1. To avoid wage compression between union and non-union employees as well as to avoid delay in the implementation of wage increases, non-union staff shall receive the same general pay increases approved by Council for union staff.

## **10. Other Pay and Allowances**

### **10.1. Merit Bonus**

- 10.1.1. Employees may receive a merit bonus or pay increase for outstanding performance.

### **10.2. Remote Worksite Allowance**

- 10.2.1. To attract and retain staff, Council may pay employees a Remote Work Site allowance in accordance with Canada Revenue Agency IT-91R4.

### **10.3. Relocation Allowance**

- 10.3.1. To assist in the recruitment of staff, a relocation allowance may be offered. The terms of receiving the relocation allowance will require repayment of a proportionate amount should the employee not complete a stipulated period of time as an employee.

### **10.4. Travel Allowance**

- 10.4.1. Employees will be entitled to the same travel allowance as unionized employees.

## **11. Hours of Work**

- 11.1. For the Public Works Manager the hours of work will be forty (40) hours per week.
- 11.2. For Administrative Management and Administrative Staff, the usual hours of work will be thirty-seven and one-half (37.5) hours per week.

## **12. Overtime**

### **12.1. Staff**

- 12.1.1. Staff will be paid overtime for all hours worked in excess of 8 hours per day or 40 hours per week. Employees will be paid one and one-half times their regular rate for the first two (2) hours and two times their regular rate for hours worked beyond two hours.
- 12.1.2. Overtime may not be worked without the prior authorization by the applicable manager.
- 12.1.3. Overtime worked will be paid out on each paycheque, or banked as per the Employee's request to a maximum of fifteen (15) days. Any amount accrued in excess of fifteen (15) days will be paid out.

## 12.2. **Management**

- 12.2.1. Management will not be entitled to overtime pay. However, in recognition of the additional hours required to attend Council meetings, Committee of the Whole meetings or other community meetings, management may receive between five (5) and fifteen (15) days' additional paid time off per year. The amount will be determined by the CAO taking into consideration the additional activities (meetings, etc.) the Management Employee is required to attend outside of their usual hours of work.
- 12.2.2. Such pay is deemed to be income for purposes of tax and other deductions.

## 13. **Benefits**

- 13.1. Management Employees and staff who qualify are entitled to the Village of Haines Junction employee medical, dental, AD & D, group life, and life insurance benefit package. Term or Temporary employees whose contract is less than five (5) months will not receive benefits.
- 13.2. The Employer will pay one hundred percent (100%) of the premiums for the following benefits for full time employees:
  - 13.2.1. Life & Accidental Death or Dismemberment;
  - 13.2.2. Critical Illness;
  - 13.2.3. Extended Health; and,
  - 13.2.4. Dental.
- 13.3. Management Employees and staff who work part-time (less than forty (40) hours per week if public works or recreation assignment and thirty-seven and one-half (37.5) hours administration) will have a prorated portion of benefit premiums paid by the employer. The portion to be paid by employees will be deducted from their pay cheque.
- 13.4. The benefit entitlement levels will be equal to that received by Union Employees under the applicable Collective Agreement as amended from time to time.
- 13.5. The liability of the Employer with respect to disability benefits or any other benefits is limited to only the premiums or portions of premiums related to the provision of benefit plans. The Employer is expressly not to be constituted the insurer in the event the insurance company denies coverage or for some other reason the insurance is not effected.

## **14. Statutory Payroll Deductions**

- 14.1. The Employee authorizes the Employer to deduct from the Employees' salary all deductions required by law to be made by the Employer, including for Canada Pension Plan, Employment Insurance Premiums, and Income Tax Deductions.

## **15. Registered Retirement Savings Plan**

- 15.1. Employees are required to enroll in a registered retirement savings plans. Both the employer and employee will make a matching contribution of nine percent (9%) of salary. For the purpose of this calculation, the percentage will be calculated on base annual pay and expressly does not include overtime, travel allowance, and payouts of vacation pay.

## **16. Vacation and Vacation Pay**

- 16.1. Employees will earn four (4) weeks' paid vacation in each of their first and second years of employment. Employees who have completed more than two (2) years' employment will be entitled to annual vacation and vacation pay in accordance with the terms of the Collective Agreement, as amended from time to time.
- 16.2. Employees are required to make every effort to schedule and use vacation in the year in which it was earned. When such is not possible, employees will be allowed to carry a maximum of fifteen (15) days into the following year.
- 16.3. To support the concept of a work-life balance, earned vacation that is carried forward must be used in the carry forward year. If it is not used in the carry forward year it is paid out.
- 16.4. Employees are required to communicate with their supervisors, as soon as possible in each calendar year, when they would like to schedule vacation. Supervisors will make reasonable efforts to approve vacation for the period(s) requested.

## **17. Statutory Holidays**

- 17.1. All management and staff will be entitled to receive statutory holidays with pay, in accordance with the terms of the Collective Agreement, as amended from time to time.

## **18. Leaves of Absence**

- 18.1. Non-Union employees are entitled to the following leaves as per the Collective Agreement:
  - 18.1.1. Long Service Leave;
  - 18.1.2. Travel Time;
  - 18.1.3. Illness and Injury Leave;
  - 18.1.4. Jury Duty and Public Service Leave;
  - 18.1.5. Leave Without Pay for Personal Matters or Other Reasons;
  - 18.1.6. Health and Wellness Leave;

- 18.1.7 Special Leave;
- Sick Leave;
- 18.1.8. Injury on Duty Leave; and,
- 18.1.10. Any other leave made available by negotiated change to the Collective Agreement.
- 18.2. Non - Union employees will not be entitled to those leaves that pertain to conducting union business.

## **19. Approval of Absence**

- 19.1. Employee will be required to obtain advance approval of planned absence from work for any reason. Approval will be granted subject to the staffing or operational needs of the municipality.

## **20. Expenses**

- 20.1 Expenses will be reimbursed pursuant to the Village of Haines Junction Expense Reimbursement Policy.

## **21. Discipline**

- 21.1 In the event that the Employee engages in minor breaches of standards of behavior or work performance, which do not amount to a material breach of the employment relationship, the Employee's supervisor may impose progressive and corrective consequences and discipline. Such may include: coaching, mentoring, oral warnings, written warnings and brief suspensions of no longer than three (3) days without pay.

## **22. Termination and Resignation**

- 22.1 The Employment Relationship with the Employee may be terminated as follows:
  - 22.1.1 by the Employer providing the Employee with the equivalent of three (3) months' salary (less statutory deductions and other deductions) in lieu of notice, plus another month's salary per partial or complete year of service to a maximum of twelve (12) months pay. The parties will use the date of hire for the purpose of calculating notice or pay entitlement. The amount of severance will be salary only and will not include the value of any benefits;
  - 22.1.2 to facilitate employee job search, the Employer and Employee may agree to provide working notice to the equivalent period of time for which the employee would be entitled to receive payment for pursuant to clause (a) of this article;
  - 22.1.3 by the Employee giving the Employer a minimum of one (1) month's notice in writing, of their intent to resign. Once the Employee provides written notice, such is irrevocable and the Employer is not required to agree to any withdrawal of such notice; and,

22.1.4 at any time by the Employer, without notice or pay in lieu of notice, for cause. Cause shall include but not be limited to:

- (i) a material breach by the Employee of material terms of this Agreement as determined by a majority vote of two-thirds of Council. A material breach is behavior or deficit in work performance of some significance in the particular context of the employment relationship;
- (ii) conviction of the Employee for an indictable offence;
- (iii) any dishonesty of the Employee; and,
- (iv) willful disobedience to the Employer's orders in matters of substance, such as serious misconduct; serious insolence; neglect of duty; fraud; conflict of interest; falsification of employment application forms; sexual harassment; repeated tardiness; and, theft, whether or not there is a conviction for a criminal offence.

without limiting the generality of (i), (ii), (iii) and (iv) above, ongoing unsatisfactory performance of duties and functions, performance incompetence or neglect of duty, contrary to the expectations set out in Article 24 below.

### **23. Probationary Employees**

23.1 When a management or staff employee is appointed, they shall be subject to a period of six (6) months' probation or any other length of probation specified in their employment agreement. Where it is determined that the Employee is to be terminated during their probation period, the following applies:

23.1.1 the decision to terminate the CAO shall be made by Council; and,

23.1.2 the decision to terminate any other Employee shall be made by the CAO.

23.2 In the event of termination during a probation period, severance pay shall be in accordance with legislative requirements in effect at that time.

### **24. Employee Obligations**

24.1 The Employee shall at all times diligently, competently and effectively perform their duties and, without limiting the generality of the foregoing, the Employee shall:

24.1.1 obey and observe all lawful orders and directives, whether verbal or written, of the Employer;

24.1.2 obey and observe all administrative rules and regulations and any other rules and regulations now in force or from time-to-time promulgated by the Employer and governing the operation of the Employer's undertaking or the duties of the Employee; except as required by law, either during their employment with the Employer under this Agreement or at any time after that employment ceases, not to divulge or disclose any secret or confidential information or other information which, in good faith and good conscience, ought not to be disclosed, which the Employee receives or becomes aware of in the course of his employment, relating to the Employer, the Employer's operations

- or undertaking, other employees of the Employer or any other persons with whom the Employer has any dealings;
- 24.1.3 co-operate fully with Council members, officers and other employees of the Employer and members of the public, and not promote disharmony or discontent amongst employees of the Employer;
- 24.1.4 avoid action or circumstances which cause or have the potential for causing a conflict of interest. To that end, an Employee considering becoming an officer, employee, contractor for service, agent or representative of any other company, society, partnership, firm, person, organization or enterprise shall communicate that intention to Council or designate; and,
- 24.1.5 generally not do anything that would adversely affect the interests of the

## Employer. **25 Reporting Relationship**

- 25.1 The Employee reports to the Council on all matters, or to Council's designate.

## **26 Attendance at Work**

- 26.1 The Employee shall perform their duties at the Employer's place of business or at such other place as the Employer may from time-to-time designate, during the hours in which the Employer's place of business is open to the public from Monday through Friday inclusive during each week, statutory holidays excepted, and during such additional hours and other times as may reasonably be required by the Employer or reasonably necessary for the Employee to fully and effectively carry out their duties.

## **27 Medical Certificates**

- 27.1 In the event that the Employee is absent from employment due to illness the Employer, at its option, may require the Employee to provide the Employer with a certificate signed by the Employee's physician stating the reason why the Employee did not attend at his employment and the specific reasons the Employee was disabled from performing the duties of their position. It is acknowledged that such information does not require the identification of the Employee's diagnoses. At the discretion of the Employer, the Employer may require an independent medical examination by a physician appointed by the Employer. In that event, the Employer will pay for the cost of the examination and any Report obtained.

## **28 Incapacitated Employee**

- 28.1 The Employer will continue to pay to the Employee in the event they are totally disabled from attending work and performing the duties of their position, for a maximum of 130 days or the amount the employee has in their sick leave bank, whichever is less. Should



the Employee not have 130 banked sick leave days, they may use accrued or unused vacation or be on unpaid leave.

- 28.2 The Employer will be entitled to terminate the employment of an employee absent for a period exceeding two (2) years for any reason, including disability.

## **29 Performance Evaluation**

- 29.1 The Employee shall receive at least one performance appraisal during each year of employment.

## **30 Conflict of Interest**

30.1 A conflict of interest exists when an employee's personal conduct, interests, or financial dealings may influence their judgement in the performance of their duties and discharge of their responsibilities for the Village. All employees, at every level of employment, are responsible for ensuring that they do not place themselves in a conflict of interest or breach of trust when they represent the Village in business dealings or when they are making recommendations that could affect the Village's decisions, including decisions by Council.

30.2 Any employee who considers that they are in a conflict situation must immediately report the facts of the situation to the CAO and, in the case of the CAO to the Mayor and Council; and, thereafter take all steps necessary to remove or mitigate the circumstances giving rise to the conflict.

30.3 If an employee considers that a conflict of interest could arise, the employee must disclose the situation immediately to their immediate supervisor, the CAO or, in the case of the CAO, to Mayor and Council.

30.4 At the time of an employee's appointment, they must disclose all interest and relationships which will or may give rise to a conflict of interest.

## **31 Repeal**

31.1 The following Bylaws are hereby repealed:

- 31.1.2 No. 347 - 19 Conditions of Employment Amendment Bylaw #10, And all previous versions
- 31.1.3 No. 356 - 20 Conditions of Employment For Non-Union Staff Bylaw
- 31.1.4 No. 356 - 20 Conditions of Employment For Non-Union Staff Amendment Bylaw #1
- 31.1.5 No. 256 - 20 Conditions of Employment For Non-Union Staff Amendment Bylaw #2

**32 Enactment**

32.1 This Bylaw becomes effective the date of adoption.

**33 Readings**

Read a first time this 10<sup>th</sup> day of June, 2020.

Read a second time this 10<sup>th</sup> day of June, 2020.

Read of third time and adopted this 24<sup>th</sup> day of June, 2020.



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Thomas Eckervogt, Mayor

**Dan Rodin**

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Dan Rodin, CAO