



**Village of Haines Junction  
August 28, 2024  
Regular Council Meeting 7:00 p.m.**

*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. Draft Regular Council Meeting Minutes August 14, 2024
- 6. Proclamations**
- 7. Delegations**
- 8. Public Hearings and Public Input Sessions**
- 9. Old Business**
  - a. XX-24 New Dwelling Construction Grant for Young Residents Policy
- 10. New Business**
  - a. Accounts Payable to August 14, 2024
  - b. RTC – Options to encourage the development or sale of underdeveloped lots
  - c. RTC – Conditions of Employment for Non-Union Staff
  - d. Draft Changes to – Conditions of Employment for Non-Union Staff Bylaw
  - e. XX-24 Affordable Housing Construction Grant Policy
- 11. Bylaws – Reports, Readings and Adoption**
  - a. Bylaw #414-24 Council Remuneration Bylaw – Third Reading
  - b. Bylaw #417-24 Affordable Housing Construction Grant – First and Second Reading
  - c. Bylaw #418-24 New Dwelling Construction Grant for Young Residents – First and Second Reading
  - d. Bylaw #419-24 Conditions of Employment for Non-Union Staff Bylaw #356-20 Amendment #3
- 12. Correspondence**
- 13. Council Reports**
- 14. Questions from the Public**
- 15. Motion to Close Meeting to the Public**
- 16. Adjournment**

**The next Regular Council Meeting will take place at 7:00 p.m. on September 11, 2024 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

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Dial by your location

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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.*



# VILLAGE OF HAINES JUNCTION

## New Dwelling Construction Grant for Young Residents Policy Policy # XX-24

### **1 Purpose**

The Village of Haines Junction recognizes that financial barriers to home ownership exist, particularly for young residents. The New Dwelling Construction Grant for Young Residents program will assist young Haines Junction residents 35 years old and under with offsetting the cost of building a new primary dwelling within the municipality. This program will increase housing supply and improve affordability for young people in our community.

### **2 Policy Statement**

The New Dwelling Construction Grant for Young Residents program aims to assist young residents with construction of a new primary dwelling unit within the Village of Haines Junction by providing financial assistance for eligible projects. The goal of this policy is to support housing development while increasing affordability for young residents and targeting the development of smaller dwelling units. This policy outlines the criteria, incentives and guidelines for accessing this grant funding.

### **3 Definitions**

- 3.1 **Dwelling Construction Grant** means financial assistance provided by the Village of Haines Junction to support young residents in the construction of new dwelling units.
- 3.2 **Dwelling Unit** means one or more rooms for the use of one household as a residence containing cooking, living, sleeping and sanitary facilities.
- 3.3 **Lottery** means a randomized selection process used to allocate Dwelling Construction Grant funds among eligible applicants who have met the necessary application criteria.
- 3.4 **Primary Residence** means the dwelling in which a person resides for at least 184 days of the calendar year.

### **4 Eligibility Criteria**

- 4.1 The maximum eligible grant per applicant to construct a new dwelling unit will be \$25,000 per dwelling.
- 4.2 The property must be located within the municipal boundary of the Village of Haines Junction.
- 4.3 Applicants must be no older than 35 years of age by the time the Housing Accelerator Fund effective date of January 11, 2024
- 4.4 Applicants must own the property on which the housing development is to be constructed.
- 4.5 If the applicant is in an Agreement for Sale with the Yukon Government for a vacant lot, they may also be eligible for the grant.
- 4.6 The property and proposed development must comply with the Village's Official Community Plan,

Zoning Bylaw and the National Building Code.

- 4.7 An approved development permit must be issued for the proposed dwelling unit.
- 4.8 Applicants must be in good standing with the Village of Haines Junction.
- 4.9 Property taxes for the property must be paid in full and the property must have no other outstanding financial claims upon it by the Village of Haines Junction.
- 4.10 The new dwelling unit must be the primary residence of the applicant for at least 2 years once completed.
- 4.11 Applicants must provide proof of financing or a declaration that the applicant has the funds necessary to complete the project.

## **5 Application Guidelines and Procedures**

- 5.1 To receive a Dwelling Construction Grant as laid out in this policy, property owners must fill out the application form, provide an approved development permit for the intended use of the funding, provide estimated costs for the project and attach all necessary documentation.
- 5.2 Dwelling Construction Grant applications must be accompanied by an approved development permit for a dwelling unit, along with other supporting information as requested in the application
- 5.3 Applications for the Dwelling Construction Grant will be accepted for projects that were started after the Housing Accelerator Fund effective date of January 11, 2024. The project start date will be determined by the issuance of the development permit to undertake the project.
- 5.4 Any developments for which funding is provided for must be completed by July 11th, 2028. At the discretion of the Village of Haines Junction, developments only partially completed prior to the deadline may be eligible for prorated funding.
- 5.5 An application will be considered complete when the following documents and requirements have been met:
  - A completed and signed Dwelling Construction Grant application form.
  - An approved Development Permit issued by the Village of Haines Junction.
  - Other supporting documents and information as requested in the Dwelling Construction Grant application.

## **6 Application Review and Lottery Process**

- 6.1 Once an application is deemed complete it will be reviewed and if approved by the Village of Haines Junction, as described in Section 5, the Applicant will be entered into a lottery to receive a Dwelling Construction Grant.
- 6.2 The Dwelling Construction Grant lottery draw will take place in Fall 2024. The Village will attempt to notify all applicants of the outcome of their application within 2 business days of the lottery closing. Successful applicants will have 10 business days to notify the Village of their intention to accept the grant. If the funds are turned down or that time has elapsed without communication from the applicant, the Village will then offer the grant to subsequent applicant(s) on the waitlist.
- 6.3 The funding allocated for this project is \$250,000. If the amount requested through approved

applications does not exceed \$250,000 by the time of the lottery, the Village of Haines Junction reserves the right to disburse funding to approved applicants without a lottery process.

## **7 Disbursement of Funds**

- 7.1 Dwelling Construction Grant funds will be disbursed in two installments: 75% of the grant will be paid upon the satisfactory completion of framing and insulation inspection, and the remaining 25% once construction has been completed all required final inspection reports confirm compliance with governing codes and legislation. All Dwelling Construction Grant cheques will be made payable to the applicant.

## **8 Implementation of Policy**

- 8.1 Applications must comply with the Village's Official Community Plan, Zoning Bylaw, policies and other bylaws.
- 8.2 Applicants must use the dwelling unit as their primary dwelling for a minimum of two years after the completion of the unit. This time will be calculated from the final payment of the grant or from the dates of final permits being closed, whichever is the latest. Applicants who receive a Dwelling Unit Construction Grant and do not use the dwelling unit as their primary residence for a minimum of two (2) years will be required to repay a proportionate amount of the grant for the period that the dwelling unit was not used as their primary residence. Failure to make the repayment will result in the amount being added to the following year property taxes.
- 8.3 A Dwelling Construction Grant for more than one dwelling unit on a single lot is not permitted.
- 8.4 To receive the first disbursement of funds, the applicant must provide a cost breakdown, pictures, and proof that the framing and insulation inspection has been passed.
- 8.5 To receive the last disbursement of funds, the application must provide a final cost breakdown, pictures and proof that construction is complete. Final inspection reports will be required.
- 8.6 If a development or building permit is revoked, cancelled, voided or amended to be outside of the eligibility criteria, the Dwelling Construction Grant will be considered invalid. A new application may be submitted in such cases.
- 8.7 All applicants will sign a declaration that the unit they are constructing with the Dwelling Construction Grant are not intended to be used for short term rentals.
- 8.8 The Dwelling Construction Grant will cover up to 100% of actual, eligible costs, to the maximum amount of \$25,000.
- 8.9 The Dwelling Construction Grant cannot be used for the renovation of an existing dwelling unit, nor for landscaping or other improvements not directly related to the creation of a new dwelling unit.
- 8.10 Labour costs for work completed by the homeowner are not eligible for reimbursement.
- 8.11 Receiving a Dwelling Construction Grant under this policy does not preclude an applicant from applying for and receiving different grants, subsidies or loans provided by the Village or other organizations.

## **9 General Information**

- 9.1 Applications can be obtained by the Village of Haines Junction by email at [projects@hainesjunction.ca](mailto:projects@hainesjunction.ca), in person at the Village Office located at 178 Backe Street, Haines Junction or on the Village website at [www.hainesjunction.ca](http://www.hainesjunction.ca).
- 9.2 Completed application forms are to be returned to the Village of Haines Junction in person, by email to [projects@hainesjunction.ca](mailto:projects@hainesjunction.ca), or by regular mail.
- 9.3 Questions about the application can be directed to Lianna Grice, Project Manager and Asset Manager, [projects@hainesjunction.ca](mailto:projects@hainesjunction.ca)
- 9.4 Upon approval the applicant will be notified and forwarded a copy of the application and approval conditions.

## **10 Term of Agreement**

- 10.1 The term of a Dwelling Construction Grant agreement cannot exceed July 11th, 2028.
- 10.2 Terms of the agreement will be reviewed on a yearly basis. Should no action be taken toward fulfilling the agreement by the applicant (e.g., no development activity), the Village of Haines Junction reserves the right to revoke the agreement with written notice.

**POLICY #:** XXXX-XX

**EFFECTIVE DATE:** XXXX/XX/XX

**ADOPTED BY COUNCIL ON:** XXXX/XX/XX

**RESOLUTION #:** XXX-XX-XX

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Bruce Tomlin – Mayor

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David Fairbank – CAO

**Municipal Accounts Payable to August 28 , 2024**

<u>Cheque No.</u>	<u>Name</u>	<u>Amount</u>	<u>Department</u>	<u>Description</u>
Transfer	Payroll Account #4305418	\$ 38,498.50	Administration	Net Pay - Pay Period 17
		\$ 7,952.80	Administration	RRSP Contribution - Pay Period 17
EFT	Coverco Buildings Ltd	\$ 6,443.47	Capital Project	GST on 2nd installment for coverage Building
280119	Augusto Children's Festival	\$ 4,060.00	Administration	2023 Lottery funding grant
280120	BGC Yukon	\$ 49,530.45	Capital Projects	2024 Summer Rec Program
280121	Ken Graham	\$ 130.67	Administration	Reimbursement Tax Fee
280122	Tetra Tech Canada Inc	\$ 8,594.80	Capital Project	Percolation testing
280123	535561 Yukon Inc.( Little Green Apple)	\$ 812.19	Capital Project	Zoning Bylaw public meeting catering July 2024
280124	ALS Canada Ltd.	\$ 190.31	Water & Sewer	Arsenic testing
280125	Big Bud Contracting	\$ 4,200.00	Recycling Centre	Recycle pick-up Month July & August 2024
280126	Elevator Yukon	\$ 6,369.83	Administration	HAF Policy Development
280127	Ellen Stutz Petty-Cash	\$ 1,512.60	Recycling Centre	Refundables paid out
280128	Emco Corporation	\$ 788.99	Fire Department	Pressure relief valves
280129	Jacob's Industries	\$ 622.13	Water & Sewer	Co2
280130	NF Electrical and Event Production Ltd.	\$ 36.50	Capital Project	GST missed on last invoice
280131	Norton Rose Fulbright	\$ 1,795.50	Administration	Legal Fees
280132	Pete Allen	\$ 225.00	Public Works	Medical Exam Class 1 and fuel
280133	SCS Manufacturing Inc.	\$ 21,426.07	Landfill & Recycling	Roll of bins

**Municipal Accounts Payable to August 28 , 2024**

280134	Sheila Greer		\$	37.50	Administration	Overpayment BL	
280135	Source Motors Ltd.	\$	919.31		Landfill & Recycling	Fuel July 2024	
		\$	3,777.88	\$	4,697.19	Public Works	Fuel July 2024
280136	Sperling Hansen Associates		\$	26,721.07	Capital Project	Landfill Entrance Phase 1 Professional services	
280137	Yukon Service Supply	\$	416.85		Water & Sewer	Sodium Hypochlorite	
		\$	75.29	\$	492.14	Recycling Centre	Pallet wrap

Municipal Accounts Payable **\$ 185,137.71**

Adopted on \_\_\_\_\_ Motion# \_\_\_\_\_

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





**Village of Haines Junction  
Report to Council**

**August 28, 2024**

Council Decision  
 Council Direction  
 Council Information  
 Closed Meeting

**RE: Options to encourage development or sale of under-developed/vacant/derelict lots**

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## **Background**

On March 27, 2024 Council passed the following motion:

*THAT Council receive this report and request Administration to prepare a report on all undeveloped, non-residential lots within the Municipality with options to encourage their development or sale, including exploring raising of property tax minimums.*

## **Current Status**

For 2024, Council passed Bylaw #409-24, the Property Taxation Levy Bylaw. The tax rate for 2024 is levied upon the assessed value of all taxable real property as follows:

- Residential 1.15%
- Non-residential 1.15%
- Agriculture Limited 0.92%
- Agriculture General 0.42%
- A minimum of \$400 is applied to all properties described above when the percent rate applied to the assessed value will result in an amount less than or equal to the minimum rate.

Currently, tax is levied on properties within the Village of Haines Junction according to use and not according to zone. For example, if you own a lot in the industrial zone that has no industrial use but is being used for residential purposes, the tax that is assessed is per the residential tax rate. Per Appendix A, the Village is one of two municipalities that has the same tax rate for residential and non-residential lots. All other municipalities charge a higher tax rate for non-residential lots than for residential lots.

## **Discussion/Analysis**

Data in the following table was sourced from the 2023 Tax Roll. Undeveloped lots were identified by those lots that are paying the minimum property tax levy of \$400. The key takeaways from this analysis are:

- 125 of the 483 lots in town, or 26% are undeveloped
  - 54 of these are urban residential (24% of all urban residential lots)
  - 57% of the 23 industrial lots in town are undeveloped
  - 52% of the 60 tourist commercial lots in town are undeveloped
  - 46% of the 24 mixed commercial lots in town are undeveloped

- 33% of the 6 agriculture general lots in town are undeveloped
- All country residential lots have had some level of improvements
- The Village does not have statistics on the number of vacant or derelict buildings in town.

<b>Class</b>	<b># lots</b>	<b># lots paying minimum tax levy</b>	<b>% of lots paying minimum tax levy</b>	<b>Average property tax payment of improved lots</b>
<b>Residential</b>	<b>342</b>	<b>66</b>	<b>19%</b>	<b>\$1,938.77</b>
<i>Urban</i>	224	54	24%	\$1,809.32
<i>Mobile</i>	38	8	21%	\$772.74
<i>Country</i>	78	0	0%	\$2,521.67
<i>Multi-Residential</i>	2	0	0%	\$3,821.91
<b>Non-Residential</b>	<b>116</b>	<b>57</b>	<b>49%</b>	<b>\$3,983.17</b>
<i>Light Industrial</i>	23	13	57%	\$946.65
<i>Tourist Commercial</i>	60	31	52%	\$5,411.57
<i>Mixed Commercial</i>	24	11	46%	\$3,006.78
<i>Public Use</i>	3	1	33%	\$3,228.60
<i>Institutional</i>	4	1	25%	\$6,612.46
<i>Airport</i>	2	0	0%	\$1,611.10
Agriculture Limited	15	0	0%	\$2,474.26
Agriculture General	6	2	33%	\$627.83
No zoning	2	0	0%	\$1,111.19
<b>Total</b>	<b>483</b>	<b>125</b>	<b>26%</b>	<b>\$2,247.40</b>

### **Options to encourage the development or sale of under-developed/vacant lots and vacant/derelict buildings**

*Why is this important?*

There are costs, both environmental (e.g. urban sprawl) and economic (e.g. sewer and water infrastructure, lost property tax revenues), to under-developed/vacant/derelict properties. Rather than opening new developments to meet the demand for lot sales; it may be cheaper to consider approaches that encourage the development or sale of under-developed/vacant/derelict lots. Different municipalities have taken different approaches to reducing the number of vacant/ under-developed lots and vacant/derelict buildings that range across a spectrum of punitive actions to inducements – for example, some municipalities impose fees/standards, while other provide incentives<sup>1</sup>.

*Options include:*

#### **1. Enforcing build requirements**

- Currently the Village of Haines Junction and the Government of Yukon requires homes of a minimum size to reach final occupancy before title to a residential

<sup>1</sup> More info: <https://mayorscaucus.org/wp-content/uploads/2014/10/How-Can-Municipalities-Confront-the-Vacant-Property-Challenge-An-Appendix-to-the-Toolkit.pdf>

property will be granted within the terms and conditions of sale, reducing the number of under-developed residential lots.

- b. However, over the years many exceptions to this policy have been granted given that 43% of the vacant lots in town, or 54 lots, are residential.
- c. There are more vacant residential lots in town than will be newly developed in the Dhäl Gähy / Mountain Ridge development that has cost millions to develop.

2. Raising the minimum tax levy

- a. This may incentivize the sale of lots as it is currently inexpensive, from a property tax perspective, to hang onto vacant lots.
- b. Dawson has a minimum tax levy of \$1,600 on vacant residential lots and a minimum tax levy of \$1,155 on non-residential lots

3. Raise the tax rate and levy tax by zone instead of by use.

- a. Higher property taxes may incentivize the sale of lots and incentivize conversion of industrial/commercial lots that are currently being used for residential use to be sold or redeveloped for industrial/commercial use.
- b. The tax rate for both residential and non-residential lots in Haines Junction is currently 1.15%. This is lower than other rural Yukon communities, which have a residential tax rates that range between 1.23 in Teslin and 1.63 in Dawson and non-residential tax rates that range between 1.27 in Teslin and 2.087 in Watson Lake (which has a vacant commercial tax rate of 3.942)
- c. As noted above, tax is currently levied on properties within the Village of Haines Junction according to use and not according to zone. If taxes were by zone instead of by use, it would be more expensive to have a residence-only lot on commercial/industrial lots than on residential lots.

4. Restricting or prohibiting the amalgamation of residential lots.

- a. Every time two residential lots are amalgamated into one lot, a lot that could have been developed for housing is lost.
- b. This has costs to the Municipality in terms of lost property tax revenues, unused water and sewer infrastructure, and the need to develop new housing developments when there is a shortage of lots for sale.

5. Establishing a vacant building bylaw and registry<sup>2</sup>. Vacant/derelict buildings can pose safety issues to the community. Some municipalities have addressed this by

- a. Creating a registry of all buildings that have been vacant for longer than a designated period of time.
- b. Establishing standards, through bylaws, for vacant buildings to ensure buildings meet minimum requirements for public safety and to prevent urban blight. This may include requiring such buildings to be boarded up with boards that are properly fitted and painted to match the original paint.

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<sup>2</sup> Example: <https://www.newmarket.ca/TownGovernment/Documents/INFO-2020-32.pdf>

- c. Establishing maintenance and security standards for vacant buildings and apply an empty building fee annually until the vacant building has been inspected and is determined to be reoccupied. Some municipalities charge additional fees for ongoing re-inspections for compliance with fire, building and property standards. Some municipalities require the property owner to inspect their property every two weeks for compliance and to maintain records and provide those records on request.
  - d. Many municipalities seek to ensure the safeguarding of built heritage by designating and listing such properties to ensure that efforts to encourage the demolition of derelict/vacant buildings does not impact cultural heritage resources.
  - e. Empowering, through by law, a Development Officer to issue an order requiring a property owner to either restore or demolish a vacant building.
6. Providing property tax incentives to encourage the re-development of brownfield sites
- a. Brownfield sites are abandoned, vacant, derelict or underutilized commercial or industrial properties where past actions have resulted in actual or perceived contamination and where there is active potential for redevelopment.<sup>3</sup>
7. Offering an annual farm property class tax rate reduction program
- a. Such a program could be offered for both Agriculture General and Agriculture Limited lots that either invest a certain amount in developing the agricultural use of the lot or that generate above a certain amount of agricultural sales. An example of such a program exists in Ontario.<sup>4</sup>
  - b. Given the low tax rate already paid by agriculture general lots, an increase in tax rate on agricultural general lots should first be considered.

## Next Steps

Staff are seeking direction from Council on the desired approach/approaches for encouraging the development or sale of under developed/vacant/derelict lots.

Prepared by

Aynsle Ogden  
Policy/Communications Manager

Approved by

Dave Fairbank  
Chief Administrative Officer

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<sup>3</sup> Example: [https://city.langley.bc.ca/sites/default/files/uploads/Development/BrownfieldsBooklet\\_LowRes.pdf](https://city.langley.bc.ca/sites/default/files/uploads/Development/BrownfieldsBooklet_LowRes.pdf)

<sup>4</sup> More info: <https://www.mpac.ca/en/MakingChangesUpdates/QualifyingFarmTaxIncentivePrograms>

## Appendix A

2023 TAX RATES						
INCORPORATED COMMUNITIES		Minimum Tax	Tax Rate	CHANGE FROM 2022		
				2022 Rates	% Change	
CARMACKS	All properties	\$250	1.50			
DAWSON	Residential	\$840	1.63	\$800 / 1.56%	5.00%	4.49%
	Non-Residential	\$1,155	1.94	\$1100 / 1.85%	5.00%	4.86%
	West Dawson (RSC)	\$350	1.63	\$350 / 1.56%	0.00%	4.49%
	Residential Vacant (RSU)	\$1,600	1.63	\$800 / 1.56%	100.00%	4.49%
FARO	Residential	\$300	1.620			
	Non-Residential	\$300	1.870			
	Country Residential	\$200	1.440			
	Unimproved	\$200	1.990			
HAINES JUNCTION	Residential	\$400	1.150	1.2%	0.00%	-4.17%
	Non-Residential	\$400	1.150	1.2%	0.00%	-4.17%
	Agricultural-Limited	\$400	0.920			
	Agricultural- General	\$400	0.420			
MAYO	Residential	\$150	1.46	\$100 / 1.46%	50.00%	0.00%
	Non-Residential	\$200	1.46	\$100 / 1.46%	100.00%	0.00%
TESLIN	Residential	\$125	1.23			
	Non-Residential	\$125	1.27			
WATSON LAKE	Residential	\$800	1.588	\$1,564	1.53%	
	Non-Residential	\$1,100	2.087	\$2,056	1.51%	
	Vacant Commercial	\$1,100	3.942	\$3,883	1.52%	
WHITEHORSE	Residential	\$100	1.076	1.054%		2.09%
	Non-Residential	\$100	1.628	1.606%		1.37%
	Agriculture	\$100	1.146	1.124%		1.96%
UNINCORPORATED COMMUNITIES		Minimum Tax	Tax Rate	Applicable Tax Rate		
Y05 C 4&5 3&5&6 Y14 Y18 Y19 Y20 Y21 Y22 Y23 Y24 Y26 Y28 Y29	WHITEHORSE PERIPHERY	Residential (Reduced by 23.75%)	\$100	<del>0.90</del>	0.61	
		Non-Residential (Reduced by 16%)		<del>0.67</del>	0.5628	
		Agriculture (Reduced by 29%)		<del>0.52</del>	0.3692	
Y07 Y13 Y55	BEAVER CREEK CARCROSS ROSS RIVER	Residential	\$100	1.00		
		Non-Residential		0.87		
		Agriculture/Grazing		0.72		
Y09 Y25 Y51 Y53	BURWASH LANDING DESTRUCTION BAY OLD CROW PELLY CROSSING	Residential	\$100	0.89		
		Non-Residential		0.76		
		Agriculture/Grazing		0.61		
Y66	TESLIN AREA	Residential (Reduced by 17.5%)	\$100	<del>0.90</del>	0.66	
		Non-Residential (Reduced by 7.5%)		<del>0.67</del>	0.61975	
		Agriculture/Grazing (Reduced by 19%)		<del>0.52</del>	0.42120	
Y05 A+B Y16 Y17 Y38 Y39 Y46 Y48 Y60 Y95	OTHER RURAL AREAS PLUS KENO CITY	Residential	\$100	0.80		
		Non-Residential		0.67		
		Agriculture/Grazing		0.52		



**Village of Haines Junction  
Report to Council**

**August 24, 2024**

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

**RE: Amendment to Conditions of Employment for Non-Union Staff Bylaw**

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**Recommendation**

That Council upon reviewing this report and the Draft Conditions of Employment for Non-Union Staff Bylaw amendment #3, proceed with the first reading of the Bylaw as written.

**Current Status**

Following in-camera discussion on August 14<sup>th</sup>, 2024. Staff have proposed changes to the Non-Union Staff Bylaw, making management staff eligible for overtime that exceeds the time-in-lieu provision of their labour contract.

Management staff who are required to attend meeting and/or emergencies, receive between 1 and 3 weeks of time-in-lieu as part of their employment contract. This is intended to cover time spent in meeting or attending to emergencies that are in-addition-to office hours. As the amount of time required for meeting and emergencies varies from year to year, staff recommend that any additional overtime hours, in excess of the contractual time-in-lieu be paid out, as it is accrued.

Due to a variety of factors including staff shortages, some management staff have been uncompensated for overtime in recent years. Changing this policy would provide assurance that management staff who work overtime will receive fair compensation. The CAO position would be exempted from these changes. Staff are currently tracking towards matching their time-in-lieu targets for the year and no additional expense is anticipated in Fiscal Year 2024.

**Next Steps**

A draft amendment to the Conditions of Employment for Non-Union Staff has been prepared for first reading and is included in this Council Package.

Prepared by  
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 appointed before or after this bylaw came into force.
- 2.2. The text of this Bylaw forms part of all employee contracts, letters of engagement, and 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.

**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;
  - 3.1.3. "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" means those individuals occupying the positions of Chief Administrative Officer, Treasurer, Public Works Manager, Project & Asset Manager, and Policy & Communications Manager;

- 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; and, "Employee" means all non-union staff.

#### 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. will be placed on the following pay bands:

Position	Classification	Minimum Salary	Maximum Salary
Chief Administrative Officer	Management	\$99,000	\$165,000
Treasurer	Management	\$90,000	\$132,000
Public Works Manager	Management	\$96,000	\$132,000
Policy and Communications Manager	Management	\$80,000	\$100,000
Project and Asset Manager	3-year Term Management	\$80,000	\$100,000
Office Administrator	Staff	\$48,000	\$78,000
Recreation and Events Administrator	Staff	\$48,000	\$78,000
Temporary Miscellaneous Positions	Staff	\$35,000	\$90,000



Temporary	Community Support Initiative	Contract Dependent	
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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 Employees** 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.~~

### 10.1. Remote Worksite Allowance

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

### 10.2. Relocation Allowance

10.2.1. To assist in the recruitment of **staff Employees** 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. For

11.2. 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. Staff 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 emergency call-outs. Management, **excluding the CAO**, may receive time-in-lieu of 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 requirements that the position is required to attend outside of their usual hours of work. **Overtime accrued above and beyond the agreed upon time-in lieu, will be paid out bi-weekly.**
- 12.2.2. Such pay is deemed to be income for purposes of tax and other deductions.

## 13. Benefits

- 13.1 Management 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 Employees 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;

24.1.3 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;

24.1.4 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;

24.1.5 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,

24.1.6 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**

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

- No. 163-02 Conditions of Employment Bylaw
- No. 219- 07 Conditions of Employment Amendment Bylaw #1
- No. 229 - 08 Conditions of Employment Amendment Bylaw #2
- No. 244- 09 Conditions of Employment Amendment Bylaw #3
- No. 253 - 09 Conditions of Employment Amendment Bylaw #4
- No. 269- 10 Conditions of Employment Amendment Bylaw #5
- No. 312 - 16 Conditions of Employment Amendment Bylaw #6
- No. 323 - 17 Conditions of Employment Amendment Bylaw #7
- No. 333 - 18 Conditions of Employment Amendment Bylaw #8
- No. 334-19 Conditions of Employment Amendment Bylaw #9

No. 347 - 19 Conditions of Employment Amendment Bylaw #10 No. 356 - 20 Conditions of Employment Bylaw  
No. 356 - 20 Conditions of Employment Amendment Bylaw #1  
No. 356 – 20 Condition of Employment Amendment Bylaw #2

**32 Enactment**

This Bylaw becomes effective the date of adoption.

**Readings**

Read a first time this 24<sup>th</sup> day of August, 2024.

Read a second time this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

Read of third time and adopted this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Bruce Tomlin, Mayor

\_\_\_\_\_  
David Fairbank, CAO





# VILLAGE OF HAINES JUNCTION

## Affordable Housing Construction Grant

### Policy # XX-24

#### **1 Purpose**

The Village of Haines Junction recognizes that financial barriers to developing affordable housing exist. The Affordable Housing Construction Grant program will assist local developers with offsetting the cost of building a dwelling unit for affordable rent or sale within the municipality. This program will increase housing supply and improve affordability for people in our community.

#### **2 Policy Statement**

The Affordable Housing Construction Grant program aims to assist local developers with the construction of new affordable dwelling units within the Village of Haines Junction by providing financial assistance for eligible projects. The goal of this policy is to support housing development while increasing affordability for residents. This policy outlines the criteria, incentives, and guidelines for accessing this grant funding.

#### **3 Definitions**

- 3.1 **Affordable Housing** means rent below the most recent median monthly rent as per Yukon Bureau of Statistics or sale price resulting in annual costs less than 30% of the median a household's before-tax income.
- 3.2 **Affordable Housing Construction Grant** means financial assistance provided by the Village of Haines Junction to support developers in the construction of new affordable housing dwelling units.
- 3.3 **Dwelling Unit** means one or more rooms for the use of one household as a residence containing cooking, living, sleeping and sanitary facilities.
- 3.4 **Lottery** means a randomized selection process used to allocate Dwelling Construction Grant funds among eligible applicants who have met the necessary application criteria.

#### **4 Eligibility Criteria**

- 4.1 The maximum eligible grant per applicant to construct a new dwelling unit will be \$25,000 per dwelling.
- 4.2 The property must be located within the municipal boundary of the Village of Haines Junction.
- 4.3 Applicants must own the property on which the housing development is to be constructed.
- 4.4 If the applicant is in an Agreement for Sale with the Yukon Government or the Village of Haines Junction for a vacant lot, they may also be eligible for the grant.
- 4.5 The property and proposed development must comply with the Village's Official Community Plan, Zoning Bylaw and the National Building Code.
- 4.6 Applicants must be in good standing with the Village of Haines Junction.

- 4.7 Property taxes for the property must be paid in full and the property must have no other outstanding financial claims upon it by the Village of Haines Junction.
- 4.8 Applicants must provide proof of financing or a declaration that the applicant has the funds necessary to complete the project.

## **5 Application Guidelines and Procedures**

- 5.1 To receive an Affordable Housing Construction Grant as laid out in this policy, property owners must fill out the application form, provide a complete statutory declaration, provide a complete project proposal and attach all necessary documentation.
- 5.2 Applications for the Affordable Housing Construction Grant will be accepted for projects that were started after the Housing Accelerator Fund effective date of January 11, 2024. The project start date will be determined by the issuance of the development permit to undertake the project.
- 5.3 Any developments for which funding is provided for must be completed by July 11th, 2028. At the discretion of the Village of Haines Junction, developments only partially completed prior to the deadline may be eligible for prorated funding.
- 5.4 An application will be considered complete when the following documents and requirements have been met:
  - A completed and signed Affordable Housing Construction Grant application form.
  - A completed project proposal.
  - Other supporting documents and information as requested in the Affordable Housing Construction Grant application.

## **6 Application Review and Lottery Process**

- 6.1 Once an application is deemed complete it will be reviewed and if approved by the Village of Haines Junction, as described in Section 5, the Applicant will be entered into a lottery to receive an Affordable Housing Construction Grant.
- 6.2 The Affordable Housing Construction Grant lottery draw will take place in Fall 2024. The Village will attempt to notify all applicants of the outcome of their application within 2 business days of the lottery closing. Successful applicants will have 10 business days to notify the Village of their intention to accept the grant. If the funds are turned down or that time has elapsed without communication from the applicant, the Village will then offer the grant to subsequent applicant(s) on the waitlist.
- 6.3 The funding allocated for this project is \$250,000. If the amount requested through approved applications does not exceed \$250,000 by the time of the lottery, the Village of Haines Junction reserves the right to disburse funding to approved applicants without a lottery process.

## **7 Disbursement of Funds**

- 7.1 Affordable Housing Construction Grant funds will be disbursed in two installments: 75% of the grant will be paid upon the satisfactory completion of framing and insulation inspection, and the remaining 25% once construction has been completed all required final inspection reports

confirm compliance with governing codes and legislation. All Affordable Housing Construction Grant cheques will be made payable to the applicant.

## **8 Implementation of Policy**

- 8.1 Applications must comply with the Village's Official Community Plan, Zoning Bylaw, policies and other bylaws.
- 8.2 Applicants who receive an Affordable Housing Construction Grant to develop a unit for rent and do not make the dwelling unit available for rent at an affordable rate for a period of five (5) years from the date of occupancy and/or accept a reasonable rental request from a prospective tenant will be required to repay a proportionate amount of the grant for the period that the dwelling unit was not available for rent at an affordable rate. Failure to make the repayment will result in the amount being added to the following year property taxes.
- 8.3 Applicants who receive an Affordable Housing Construction Grant to develop a unit for sale and do not make the dwelling unit available for sale at an affordable price immediately after the date of occupancy and/or accept a reasonable offer to purchase from a prospective purchaser will be required to repay the grant amount. Failure to make the repayment will result in the amount being added to the following year property taxes.
- 8.4 To receive the first disbursement of funds, the applicant must provide a cost breakdown, pictures, and proof that the framing and insulation inspection has been passed.
- 8.5 To receive the last disbursement of funds, the application must provide a final cost breakdown, pictures and proof that construction is complete. Final inspection reports will be required.
- 8.6 If a development or building permit is revoked, cancelled, voided or amended to be outside of the eligibility criteria, the Affordable Housing Construction Grant will be considered invalid. A new application may be submitted in such cases.
- 8.7 The Affordable Housing Construction Grant will cover up to 5% of actual, eligible costs, to the maximum amount of \$25,000 per dwelling unit.
- 8.8 The Affordable Housing Construction Grant cannot be used for the renovation of an existing dwelling unit, nor for landscaping or other improvements not directly related to the creation of a new dwelling unit.
- 8.9 Receiving an Affordable Housing Construction Grant under this policy does not preclude an applicant from applying for and receiving different grants, subsidies or loans provided by the Village or other organizations.

## **9 General Information**

- 9.1 Applications can be obtained by the Village of Haines Junction by email at [projects@hainesjunction.ca](mailto:projects@hainesjunction.ca), in person at the Village Office located at 178 Backe Street, Haines Junction or on the Village website at [www.hainesjunction.ca](http://www.hainesjunction.ca).
- 9.2 Completed application forms are to be returned to the Village of Haines Junction in person, by email to [projects@hainesjunction.ca](mailto:projects@hainesjunction.ca), or by regular mail.
- 9.3 Questions about the application can be directed to Lianna Grice, Project Manager and Asset

Manager, [projects@hainesjunction.ca](mailto:projects@hainesjunction.ca)

9.4 Upon approval the applicant will be notified and forwarded a copy of the application and approval conditions.

## 10 Term of Agreement

10.1 The term of an Affordable Housing Construction Grant agreement cannot exceed July 11th, 2028.

10.2 Terms of the agreement will be reviewed on a yearly basis. Should no action be taken toward fulfilling the agreement by the applicant (e.g., no development activity), the Village of Haines Junction reserves the right to revoke the agreement with written notice.

**POLICY TITLE:** Affordable Housing Construction Grant

**POLICY #:** XXXX-XX

**EFFECTIVE DATE:** XXXX/XX/XX

**ADOPTED BY COUNCIL ON:** XXXX/XX/XX

**RESOLUTION #:** XXX-XX-XX

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Bruce Tomlin – Mayor

David Fairbank – CAO

**Village of Haines Junction Bylaw #414-24**  
**2024 Bylaw Council Remuneration Bylaw**

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Whereas Yukon Municipal Act Section 173 permits Council to establish by bylaw an amount to be paid to council and the conditions for remuneration.

Therefore, the Council of the Village of Haines Junction, in open meeting duly assembled, hereby enacts the following:

**1. Name**

- 1.1 This bylaw may be cited as the Village of Haines Junction 2024 Council Remuneration Bylaw

**2. Annual Compensation**

- 2.1 The annual amount to be paid to Mayor and Council is:
  - 2.1.1 Mayor \$18,335
  - 2.1.2 Council \$13,727

**3. Bi-weekly Payment**

- 3.1 The annual amount will be paid to Mayor and Council in twenty-six (26) equal payments, Payment will be made by direct bank deposit.

**4. Additional Compensation**

- 4.1 Additional compensation for attending meetings, training, or events outside of regular Council meetings will be provided at the rate of \$200/day, \$150/half-day.
- 4.2 Specific circumstances, such as emergency response, may require Council members to receive additional compensation at a rate other than outlined in S4.1 due to, for example, a time commitment that is beyond normal expectations and/or the requirement to take leave of absence from paid work to fulfil Council duties. In such cases, the required compensation will be outlined in a Report to Council and approved by Council Motion.
- 4.3 Council members are required to submit the form in Appendix A to claim for additional compensation.

**5. Deductions for Missed Meetings**

- 5.1 Members must attend all regularly scheduled Council meetings, or other scheduled meetings, in order to receive the full bi-weekly indemnity, unless a leave of absence is approved by resolution of Council. If not, the approved bi-weekly indemnity will be reduced by 25% per absence and may be suspended in its entirety if a member is

absent without leave from 3 or more consecutive meetings while further absences continue.

## **6. Definition of Other Scheduled Meetings**

6.1 For further clarity, other scheduled meetings is defined as both any meeting that is a meeting of Council called pursuant to Section 206.02 *Special Council Meeting*, and any meeting planned by Council and for which Council has passed a resolution at a previous Council meeting identifying the meeting as a scheduled meeting, per Motion #47-20.

## **7. Revenue Canada Deductions**

7.1 All lawful Revenue Canada deductions will be deducted from the bi-weekly payment and remitted to Revenue Canada.

## **8. Annual Adjustment**

8.1 The Annual Compensation will be adjusted retroactively to January 1st of the current year upon publication of the Statistics Canada change in the Consumer Price Index for Whitehorse. In a period of deflation, the change in the Consumer Price Index will be deemed to be zero (0).

## **9. Travel Expenses**

9.1 Council members will be reimbursed for travel expenses (meals, transportation, accommodation, etc.) on the same basis as those approved by the Yukon Government for Employees on Travel Status. The Yukon Government Incidental Expense will be paid when the member stays overnight.

9.2 Council members are required to submit the form in Appendix B to claim for travel.

## **10. Review**

10.1 This bylaw will be reviewed by each Council during its tenure.

## **11. Effective Date**

11.1 This bylaw will come into effect on October 17, 2024

## **12. Bylaw Repeal**

12.1 The following Bylaw is hereby repealed:

10.1.1 Bylaw #350-19, a Bylaw to Provide for the Remuneration for Members of Council.

## **13. Readings**

Read a first time this 14<sup>th</sup> day of August, 2024

Read a second time this 14<sup>th</sup> day of August, 2024

Read a third time and adopted this xxx day of xxxx, 2024.

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Bruce Tomlin, Mayor

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Dave Fairbank, CAO

**Appendix A: Additional Compensation Claim Form**

**Name:** \_\_\_\_\_

The following claim is to reimburse for attending meetings, training or events outside of regularly scheduled Council meetings, or other scheduled meetings.

Name of meeting/event/training being claimed: \_\_\_\_\_

Date of meeting/event/training being claimed: \_\_\_\_\_

**Is this claim related to a Council Motion?**      **Y**                  **N**

If **Y** please indicate which motion: \_\_\_\_\_

<b>Number claimed</b>	<b>Rate</b>	<b>Total</b>
	\$200/day	
	\$150/half-day	
<b>TOTAL</b>		

Claimed by:                  Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved by:                  Print name: \_\_\_\_\_

Signature: \_\_\_\_\_





## Village of Haines Junction

### Bylaw No. 417-24

#### **A Bylaw to provide for grants for developers to construct new affordable housing units within the Village of Haines Junction.**

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1     **Whereas**, Section 245 of the Yukon Municipal Act provides that a Council, may by bylaw provide grants, gifts, or loans of money or municipal property or a guarantee of any borrowing within borrowing limits, including grants of property taxes or municipal service charges, as council considers expedient, to any person, institution, association, group, government, or body of any kind.

2     **Now Therefore**, the Council of the Municipality of the Village of Haines Junction in Open Meeting Assembled, hereby Enacts as Follows:

#### 3     **Short Title**

3.1   This bylaw may be cited as **Bylaw # 417-24 Affordable Housing Construction Grant**

#### 4     **Definitions**

4.1   *Affordable Housing Construction Grant* means financial assistance provided by the Village of Haines Junction to support developers in the construction of new affordable housing dwelling units.

4.2   *Dwelling Unit* means one or more rooms for the use of one household as a residence containing cooking, living, sleeping and sanitary facilities.

#### 5     **Grant Eligibility**

5.1   The property must be located within the municipal boundary of the Village of Haines Junction.

5.2   Applicants must own the property on which the housing development is to be constructed.

5.3   If the applicant is in an Agreement for Sale with the Yukon Government for a vacant lot, they may also be eligible for the grant.

5.4   The property and proposed development must comply with the Village's Official Community Plan, Zoning Bylaw and the National Building Code.

5.5   Applicants must be in good standing with the Village of Haines Junction.

5.6   Property taxes for the property must be paid in full and the property must have no other outstanding financial claims upon it by the Village of Haines Junction.

5.7   The dwelling unit must be available for sale or rental on or before July 11, 2028.

**6 Grant Value**

6.1 The maximum eligible Affordable Housing Construction Grant per applicant to construct a new dwelling unit will be \$25,000 per dwelling.

**7 Administration**

7.1 The administration of this Village of Haines Junction Bylaw will be done pursuant to this Bylaw and Village of Haines Junction Policy as amended from time to time.

**8 Enactment**

8.1 This Bylaw shall come into force and effect on the adoption thereof

**9 Readings**

Read a First time this 28<sup>th</sup> day of August, 2024.

Read a Second time this 28<sup>th</sup> day of August, 2024.

Read a Third time and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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Bruce Tomlin, Mayor

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David Fairbank, C.A.O.

## Village of Haines Junction

### Bylaw No. 418-24

#### **A Bylaw to provide for grants to young residents to construct new dwelling units within the Village of Haines Junction.**

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1 **Whereas**, Section 245 of the Yukon Municipal Act provides that a Council, may by bylaw provide grants, gifts, or loans of money or municipal property or a guarantee of any borrowing within borrowing limits, including grants of property taxes or municipal service charges, as council considers expedient, to any person, institution, association, group, government, or body of any kind.

2 **Now Therefore**, the Council of the Municipality of the Village of Haines Junction in Open Meeting Assembled, hereby Enacts as Follows:

#### 3 **Short Title**

3.1 This bylaw may be cited as **Bylaw # 418-24 New Dwelling Construction Grant for Young Residents**

#### 4 **Definitions**

4.1 *Dwelling Construction Grant* means financial assistance provided by the Village of Haines Junction to support young residents in the construction of new single family dwelling units.

4.2 *Dwelling Unit* means one or more rooms for the use of one household as a residence containing cooking, living, sleeping and sanitary facilities.

4.3 *Primary Residence* means the dwelling in which a person resides for at least 184 days of the calendar year.

#### 5 **Grant Eligibility**

5.1 The property must be located within the municipal boundary of the Village of Haines Junction.

5.2 Applicants must be no older than 35 years of age by the time the Housing Accelerator Fund effective date of January 11, 2024

5.3 The property and proposed development must comply with the Village's Official Community Plan, Zoning Bylaw and the National Building Code.

5.4 Applicants must be in good standing with the Village of Haines Junction.

5.5 Property taxes for the property must be paid in full and the property must have no other

outstanding financial claims upon it by the Village of Haines Junction.

- 5.6 The new dwelling unit must be the primary residence of the applicant for at least 2 years once completed.
- 5.7 Applicants must provide proof of financing or a declaration that the applicant has the funds necessary to complete the project.

**6 Grant Value**

- 6.1 The maximum eligible Dwelling Construction Grant per applicant to construct a new dwelling unit will be \$25,000 per dwelling.

**7 Administration**

- 7.1 The administration of this Village of Haines Junction Bylaw will be done pursuant to this Bylaw and Village of Haines Junction Policy as amended from time to time.

**8 Enactment**

- 8.1 This Bylaw shall come into force and effect on the adoption thereof

**9 Readings**

Read a First time this 28<sup>th</sup> day of August, 2024.

Read a Second time this 28<sup>th</sup> day of August, 2024.

Read a Third time and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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Bruce Tomlin, Mayor

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David Fairbank, C.A.O.

## VILLAGE OF HAINES JUNCTION

### Bylaw #419-24 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--

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

--REMOVE and REPLACE--

**12.2.1.** In recognition of the additional hours required to attend Council meetings, Committee of the Whole meetings, or emergency callouts. Management, excluding the CAO, may receive time-in-lieu of 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 requirements that the position is required to attend outside of their usual hours of work. Overtime accrued above and beyond the agreed upon time-in lieu, will be paid out bi-weekly.

--END OF SECTION--

Various clarifications between “Staff” and “Employee” as noted in the attached Draft Conditions of Employment for Non-Union Staff Bylaw, Amendment #3

**ENACTMENT**

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

**READINGS**

Read a first time the 28th day of August, 2024.

Read a second time on \_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Bruce Tomlin, Mayor

\_\_\_\_\_  
David Fairbank, CAO