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## AGENDA

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### PUBLIC INPUT

#### 1. CALL TO ORDER

#### 2. ADOPTION OF AGENDA

#### 3. DECLARATION OF INTEREST

#### 4. ANNOUNCEMENTS, AWARDS, CEREMONIES & PRESENTATIONS

#### 5. DELEGATIONS

- a. Habitat for Humanity Presentation – page 2-10
  - o Presented by Alayna Ward and Steve Anderson

#### 6. ADMINISTRATIVE ENQUIRIES

#### 7. COMMITTEE REPORTS

- a. Public Works Monthly Report for March – page 11-15
- b. Recreation Monthly Report for March – page 16-22
- c. 2022-2023 O&M Contribution Agreement – page 23-24
- d. 2022-2023 W&S Contribution Agreement – page 25-26
- e. CPI Funding Contribution Agreement – page 27-28
- f. Emergency Plan Update – page 29-30
- g. Excused Absence – page 31
- h. Emergency Services Monthly Report for March – page 32-36
- i. Municipal Enforcement Monthly Report for March – page 37-39

#### 8. NEW BUSINESS

- a. Board of Revision Appointments – page 40-41
- b. Property Assessment and Taxation Act Tax Sale Report – page 42-48
- c. Letter of Support for Hay River Museum Society – page 49
- d. Award of Tender for Industrial Drive – page 50-51
- e. Award of Tender for Capital Drive – page 52-53
- f. Seasonal Time Change Discussion – page 54-61
- g. Gas Tax Funding Contribution Agreement – page 62
- h. Occupancy Permit – page 65-65
- i. Franchise Approval Exemption – page 66-69

#### 9. BYLAWS

- a. Bylaw 2240A-22 – Management and Excluded Personnel Employment Bylaw – Third and Final Reading – page 70-99

#### 10. IN CAMERA

- a. **Matters under Consideration** - pursuant to Cities, Towns & Villages Act, S.N.W.T. 2003 c. 22, Section 23. (3), (e)

#### 11. ADJOURNMENT



# Hay River

Build Update



**Habitat**  
for Humanity®  
Northwest Territories

We build *strength, stability* and *independence*.



every  
one

deserves a decent  
place to live.



**Habitat**  
for Humanity®  
Northwest Territories

We build *strength, stability* and *independence*.

# Application Process

- Stage 1: Online eligibility questionnaire to determine if applicant meets homeowner criteria. Credit checks performed.
- Stage 2: Proof of of employment and income, references, debts owing, NWT/Canadian residency.
- Stage 3: Home/virtual visits and discussion with families to best determine need.



# Applications Received: Hay River

- Online applications launched February 23
- Deadline extended to March 28
- Advertised in Hay River Hub and Facebook
- Asked Town of Hay River and NWT Housing Corporation to help spread the word.
- Articles in HR Hub and Cabin Radio
- Total of 7 applications received



# Lot & Purchase Agreement

- Received notification of Council's approval to dispose lot to Habitat on February 16
- Currently working with Lands & Taxation to finalize purchase agreement
- Habitat has been informed that paperwork and final agreement expected within next two weeks.
- Requires sign off by Mayor and Land Titles office.

# Building Lot & Construction

- 3-bed, 1 bath modular has been ordered. Expected delivery end May (if all goes on schedule!)
- Just received factory drawings. Architect is now working on site plans and documents required for development permit.
- Once development permit approved and contractor secured, lot clearing will start. Expected timeline: Apx 1+ month
- Site fill will commence shortly after
- Sewer tank will go below unit; water tank in utility room

# Hay River Liaison

- Steve Anderson
- Local resident needed to provide a local perspective and insight
- Attends monthly board update meetings
- Provides input and info on local contractors, conditions and in future, onsite 'eyes and ears'
- Habitat's main contact person for the build (other than Town development staff)

# Timeline Estimates

- April: Architect working on site plans; finalize purchase agreement
- Early May: Application for development permit
- Late May: Unit delivery
- June: Development permit approval; lot clearing start
- June/July: Site fill
- July/August: Foundation and other prep work
- Sept/Oct: Decking/skirting/electric/plumbing
- Nov: Family move in

# Thank you!

We are looking forward to building the first Habitat for Humanity home in Hay River and providing a new home for a partner family.

Questions?

[admin@habitatnwt.ca](mailto:admin@habitatnwt.ca)

867-444-9609



# REPORT TO COMMITTEE

**DEPARTMENT:** Public Works

**DATE:** April 4, 2022

**SUBJECT:** Public Works Monthly Report for March 2022

**RECOMMENDATION:**

**MOVED BY: CLLR DUFORD  
SECONDED BY: CLLR WILLLOWS**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Public Works Monthly Report for March 2022.**

**BACKGROUND:**

**Capital Projects 2022:**

A list of 2022 Capital Projects along with a brief update of the status of these projects is included in the chart below. More details on those projects that received significant work this month follows the chart.

2022 Capital Projects	
Project	Update
New Town Hall	Discussions have occurred with Town’s engineering partner on preliminary building designs to support funding applications. Administration investigating funding opportunities.
Old Town Hall Demolition	Abatement contract was awarded through tendering process. Delays in vendor mobilization is now pushing start date of abatement to May 2022. Demolition to be tendered for June 2022.
New Lift Station	Work progressing with some delays to construction schedule. No major issues to date. Expected completion of Q2, 2022.
Fraser Place Development	Project tender has closed with award going to Blackstone Homes. Site clearing activities have started in anticipation of migratory bird nesting season.
Caribou Crescent Water Sewer and Drainage	Substantial Completion has been granted for roadway and underground utilities. Yard reconstruction and deficiency work still remaining for 2022.
Beaver Crescent Water, Sewer, and Drainage	Underground work completed and lift station installed. Cleanup and preparation for winter season completed. Construction will resume with paving and landscaping in 2022.
Riverview Drive Upgrade	Underground utilities work completed with exception of 160’ section at south end of Riverview. Cleanup and preparation for winter season completed. Construction will resume with base prep, paving and landscaping in 2022.



# REPORT TO COMMITTEE

**DEPARTMENT:** Public Works

**DATE:** April 4, 2022

**SUBJECT:** Public Works Monthly Report for March 2022

Waste Diversion Project - Tire Recycling	Tendering is complete and project award anticipated for early April 2022.
Hazardous Waste Removal Project	MACA led project. MACA has commenced consultation phase of project and met with Town representatives in March to discuss scope and schedule.
Capital Drive Watermain	Tender package completed and published on the Town's 'Bids & Tenders' site. Tender closes April 6 <sup>th</sup> , 2022.
Paradise Road Realignment	Design and construction options being investigated. Correspondence with utility companies initiated.
New Water Licence Requirements	Annual Report submitted to MVLWB for review.
Industrial Drive	Design finalized and tender issued and closed with review and award to follow in April, 2022.
Water Treatment Plant Feasibility Study and Preliminary Design	Options for treatment technologies identified and discussed with MACA. Additional water sampling opportunities identified for spring breakup to increase testing parameters, which are closely related to the Town's water quality and turbidity problems.
Flood Mitigation	Engineering options received for repairs to Alaska Road Berm and extension of east portion of the West Channel berm. Funding application submitted through Disaster Mitigation and Adaptation Fund. Some berm extension work will be undertaken in April ahead of breakup.
Subdivision - Sundog	Design for this project planned for 2022. Application for funding design submitted in March.

**New Lift Station:**

In March, rough-ins and installation of electrical and mechanical components continue as scheduled. Process piping pressure test has been completed. Blueskin installation started, with additional insulation added. Vault brought to site and hydro pole installed by NUL. Backfilling continued up to building perimeter and new trench excavated for underground electrical feed and utility line.



# REPORT TO COMMITTEE

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**DEPARTMENT:** Public Works

**DATE:** April 4, 2022

**SUBJECT:** Public Works Monthly Report for March 2022

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## **Water Treatment Plant:**

Routinely acquired water quality data, both raw & treated, have been shared with Dillon to identify potential technologies for advancement in design. Additional water sampling opportunities identified for spring breakup to increase testing parameters which are closely related to the Town's water colour and turbidity issues. Meetings with consultant and MACA have taken place in efforts to determine best possible treatment technologies for Hay River. A short list of technologies has been identified with reviews to follow.

## **Public Works Daily Operations:**

Deep frost and associated utility freeze-ups have kept Town staff busy as snow removal and ongoing maintenance continue through the winter months. Contractors supported snow removal activities so that snow removal policy requirements are met. PW staff continue to address issues to Town infrastructure resulting from deep frost and seasonal weather, including hydrant repair and bleeding on Stewart Drive, water freeze ups at Lakeshore Drive, Gaetz Drive sanitary manhole flushing, and various other isolated lateral freeze ups. Other areas to note for the PW staff include meter readings, snow dump maintenance, fleet maintenance/repairs have ramped up to include equipment required in the upcoming spring and summer months.

The following is a summary of work orders for the month by maintenance function:

Category	Started	Completed	Outstanding
Roads	4	4	-
Equipment Maintenance	10	8	2
Building Maintenance	3	2	1
Water & Sewer	2	2	-
Miscellaneous	6	4	2
Totals	25	20	5

## **Solid Waste Facility Operations:**

The Town's Solid Waste Facility continued regular operations and monitoring activities throughout the month. No significant issues to note with current landfill operations. The new water licence will likely lead to some minor changes in both operations and infrastructure at the Solid Waste Facility once a new operations and maintenance plan has been approved.

Draft documentation to support request for proposals for waste collection and landfill operations management contracts have been developed and are being reviewed by Administration with small changes recommended for re-submission. These RFPs are expected to go out to competition in early April 2022.



# REPORT TO COMMITTEE

**DEPARTMENT:** Public Works

**DATE:** April 4, 2022

**SUBJECT:** Public Works Monthly Report for March 2022

**Water Licence Activities:**

Regular monitoring programs continue as per the requirements of the Town’s water licence. Testing work was performed as required and Town staff have now taken a portion of this work in-house to reduce costs and increase efficiency. Documents prepared and reviewed for the Town’s water license, including the 2021 Water Monitoring Program Report, the 2021 Post-Fire Monitoring Report, the SWF O&M Plan, the WTP O&M Plan, the Sewage Disposal Facility O&M Plan, the Hydrocarbon-Contaminated Soil Treatment Facility O&M plan, and the Town of Hay River’s Engagement Plan, have all been published for review. The Town’s annual report has been submitted in advance of the March 31 deadline.

**Planning & Zoning:**

Work is continuing with the review and update to the Town’s Zoning and Building Bylaw. An initial presentation was made to Council by the consultant on the project in July 2021 and engagement work with the community took place during August and September. The first draft of the new bylaw has been reviewed by Administration, and changes have been submitted to the consultant for incorporation. Final draft will be presented to Bylaw Committee and Council in April 2022.

In the month of March 2022, there has been 4 Development Permits signed out

DATE	DEV #	CIVIC ADDRESS	DESC. OF WORK
Mar 23/22	DH22-010	13 McRorie Road	Collaborative Innovations Inc. (Business Consultant Virtual Services)
Mar 24/22	DH22-011	2 Covert Court	Arwen Dembowski Fine Art (Arts)
Mar 28/22	B22-001	13 Industrial Drive	New Stick Built Fish Processing Plant
Mar 28/22	D22-012	Lot 1021, Plan 830 and Lot 2131, Plan 4393, Frazer Place	Clear Land and develop all infrastructure for 29 R1B Lot Development.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

- Mackenzie Valley Land and Water Board Town of Hay River License #MV2009L3-0005
- Bylaw 1812 Zoning and Building Bylaw



# REPORT TO COMMITTEE

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**DEPARTMENT:** Public Works

**DATE:** April 4, 2022

**SUBJECT:** Public Works Monthly Report for March 2022

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**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

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**Prepared by:**  
Ryan MacNeil  
Civil Infrastructure Manager  
March 31, 2022

**Reviewed by:**  
Earle Dumas  
Director of Public Works  
March 31, 2022



# REPORT TO COMMITTEE

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: April 4<sup>th</sup>, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

## RECOMMENDATION:

MOVED BY: DEPUTY MAYOR DOHEY  
SECONDED BY: CLLR CHAMBERS

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report entitled "Recreation and Community Services Monthly Report" for March 2022 as presented.

## BACKGROUND:

### Recreational Programming

#### Youth Programming

After-School Club: Attendance remains between 7-8 participants per day. The new drop-in option for the program continues to be very successful. With the introduction of the drop-in option the program has seen new participants.

Dry-land Training: Afterschool youth Dry-Land Training sessions were removed from the schedule due to lower interest and registrations. The program will resume in the fall.

Upcoming Youth Programming: The Recreation Programmer is planning for the return of the Multi-Sport Drop-In program on the Aurora Ford Arena ice surface during the shoulder season and summer months. The Multi-Sport Drop-In will be supervised by casual staff during peak periods. Youth will be able to drop-in afterschool and participate in games and activities lead by staff. The Recreation Department is also planning a youth Badminton group/league during the shoulder season. Discussions are also underway with Table Tennis North, regarding weekly youth table tennis activities.

#### Fitness Programming

Participation in fitness programming increased during the month of March. Spin continues to be the most consistently attended with yoga/wellness classes being a close second. The senior chair yoga program continued to be a big hit in March, but it will only be offered the first week of each month going forward, due to instructor availability.

The Recreation Programmer is working on partnerships with different community groups, and members, to have access to the Multipurpose Fitness Room. This includes a local high school teacher looking to new fitness centers and equipment into their gym classes, athletes preparing for Canada Winter Games trials, a senior pickleball league, and regular ice user groups for off season training.



# REPORT TO COMMITTEE

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: April 4<sup>th</sup>, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

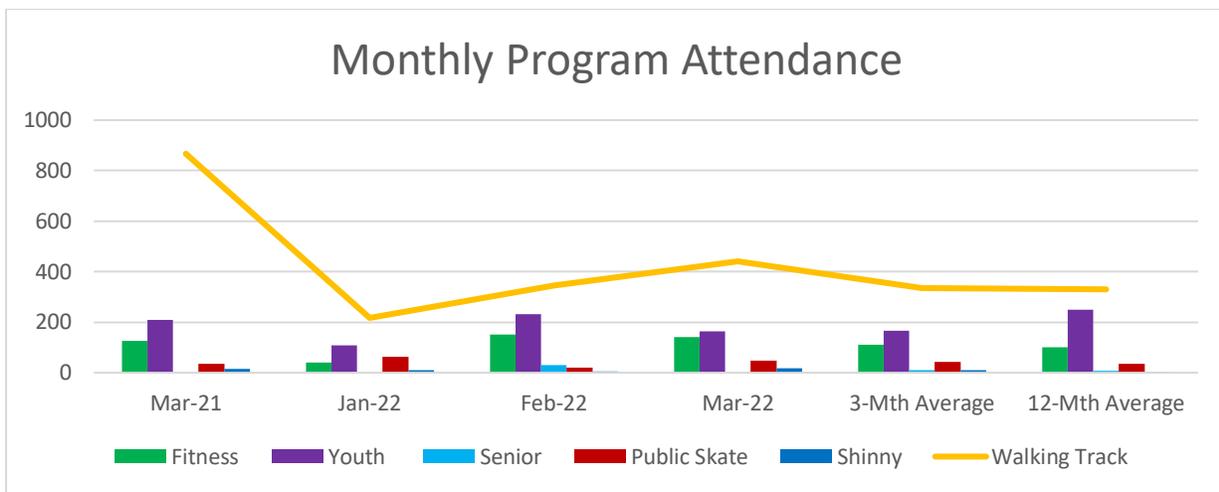
## Community Programming

The last Full-Moon Snowshoe of the season took place in March. Attendance was lower this month compared to February which had 6 participants. The program is planned to return next winter providing that the Hay River Ski Club is interested in partnering again.

## General

The Programming Supervisor has applied for \$50,000 in United Way Healthy Choices funding. If successful, funding would go towards healthy snacks for youth programs, regular senior fitness programs, and equipment for the Multi-Sport Drop-In.

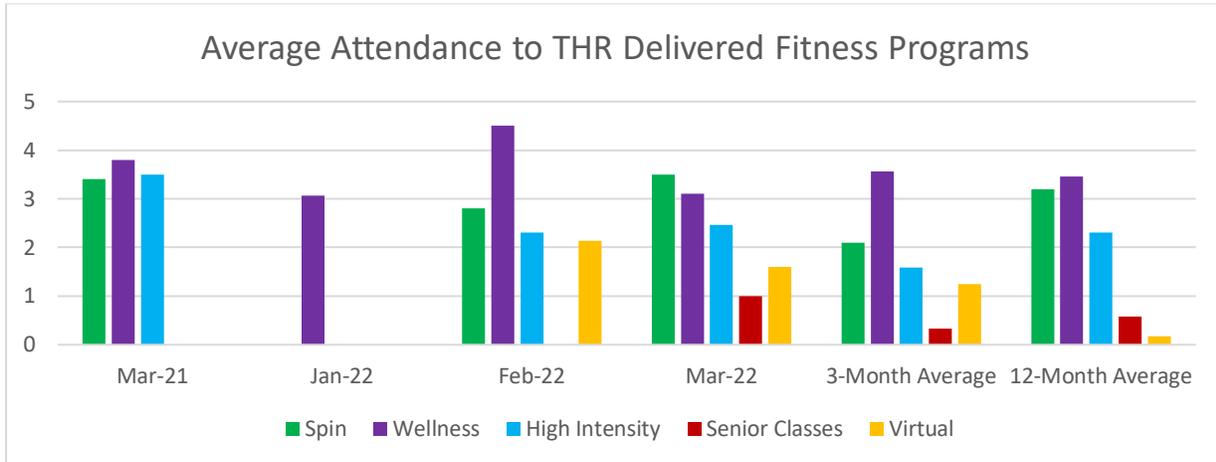
## Recreation Programming Statistics



# REPORT TO COMMITTEE

**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT



## Aquatics

### General

Although The Don Stewart Aquatic Centre weekly schedule remained consistent, small accommodations were made for hockey tournaments and school professional development days in March. Open swim times were extended and some family swim times were changed to open swims.

The Marine Training Centre returned for their annual staff water safety and survival training session at the Don Stewart Aquatic on March 31<sup>st</sup>. Photos provided below.



## REPORT TO COMMITTEE

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**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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### Attendance

Monthly swimmer statistics counted a total of 1519 swimmers as of March 27<sup>th</sup>. This is an average of 56 swimmers/day which is an increase of 13.5 swimmers/day in February 2022 and significant increase from March 2021 when the DSAC averaged 33 swimmers/day. These increases can be attributed to easing of pandemic restrictions, which has allowed for consistent pool hours and the return of community special events such as hockey tournaments and other larger gatherings.

### Swimming Lessons

The current set of swimming lessons conclude April 7<sup>th</sup>. There are currently 36 kids registered in 18 classes offered one day per week for 8 weeks. The next session is scheduled to begin the week of April 25<sup>th</sup> and will run until the week of June 13<sup>th</sup>.

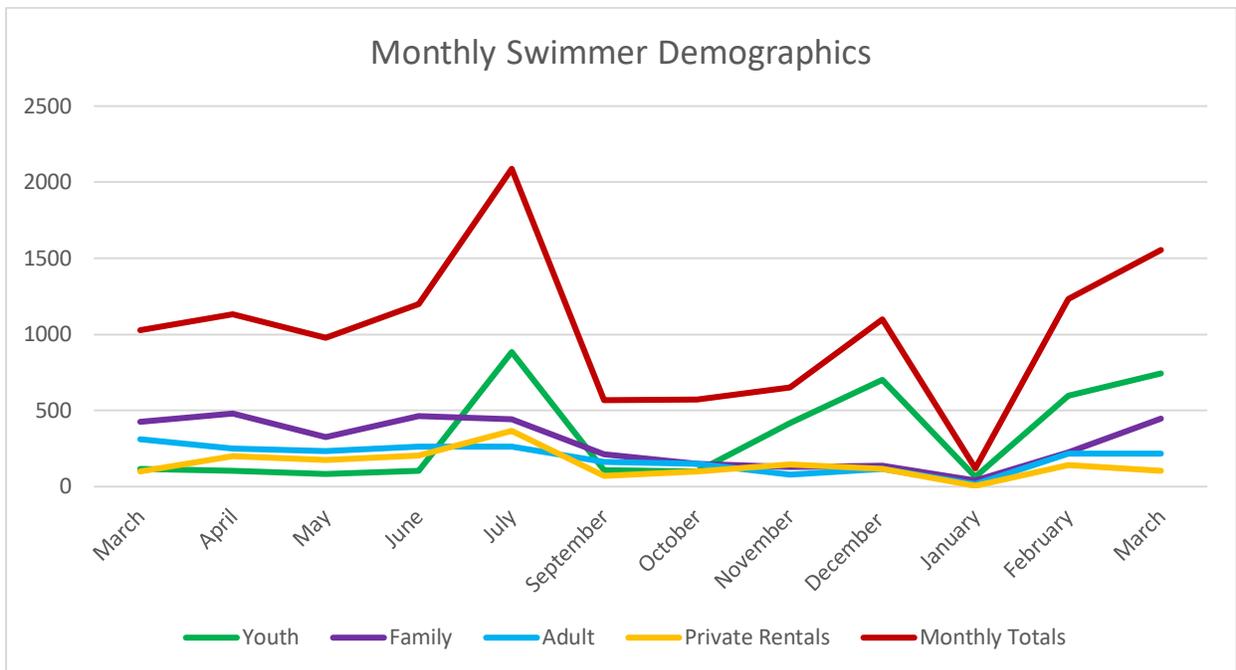
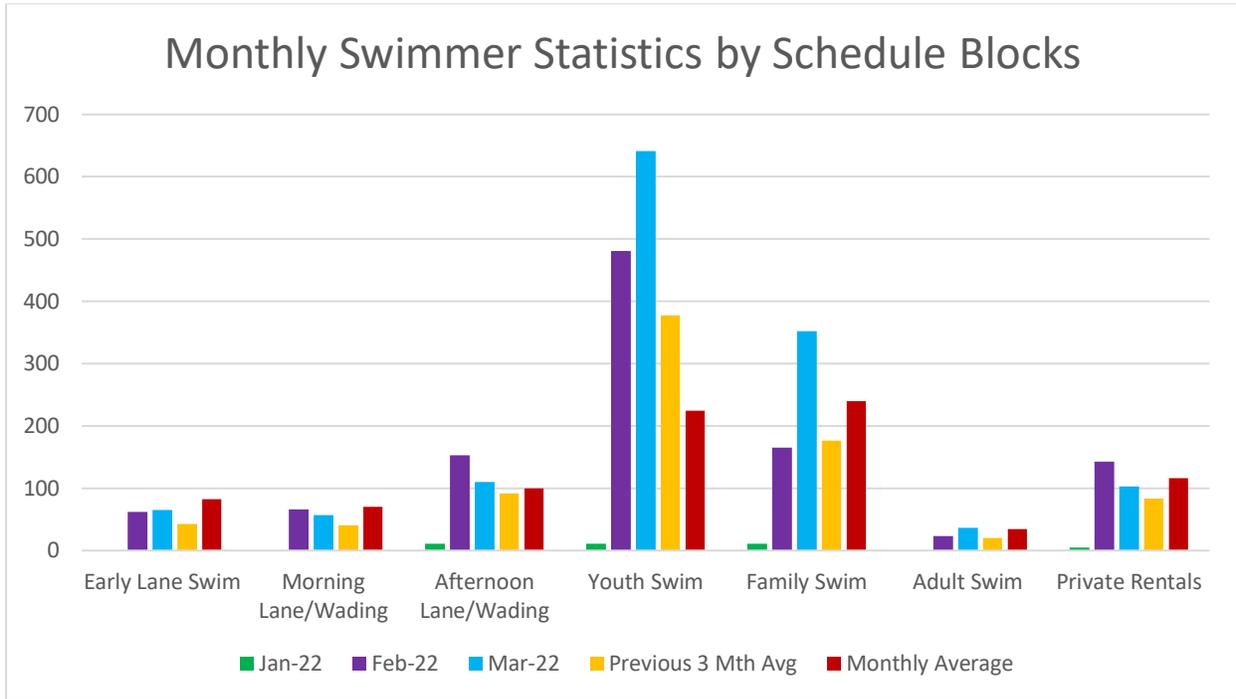
### Don Stewart Aquatic Centre Statistics



# REPORT TO COMMITTEE

**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT





# REPORT TO COMMITTEE

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: April 4<sup>th</sup>, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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## Facilities and Maintenance

### Recreation and Aquatic Centre:

- Janitorial contract ongoing with positive feedback from contractor and TOHR staff.
- Ongoing building inspections, preventative maintenance and snow removal.
- Monthly fire extinguisher and safety checks.
- Cold weather maintenance and adjustments to HVAC systems.
- Addressed curling arena ice quality issues due to exterior door insulation.
- Removed over hanging snow on back side of Community Centre roof.
- Repaired heating pumps in arena mechanical room.
- Removal of water softener system from pool closet to increase storage area.
- Work with local contractor for repair of water leak in arena dressing room hallway.
- Repair steam room door handle.
- Repair leaking heat pump for hot tub.
- Change water filters from filling stations at Community Centre lobbies.
- Repair leak on pool boiler heating pipe and add glycol to system.
- Schedule annual inspections for fire panel and sprinkler system.
- Request quotes for installation of new chlorination system in aquatic centre.
- Repair ceiling in aquatics woman changeroom after MAU leak.

### Parks and Greenspaces:

- Maintenance: Garbage downtown and other areas emptied regularly.
- Regular litter pickup and weekly checks of Town sites and assets in the downtown core.
- Snowbank removal along ravine trail – in partnership with PWS.
- Dropped off flower baskets to local supplier as per 2022 flower supply tender.
- Graffiti removal in downtown core and at Town recreation assets.
- Pick up 10 newly purchased and wrapped bearproof cans.
- Move mobile stage from Old Town fire hall to Rec Dept yard.

### Outdoor sport fields and assets:

- Old Town and Ray Benoit outdoor rinks maintenance increased in March due to favourable weather.
- Fishermen's Wharf Pavilion prep and takedown for Polar Pond Hockey event
  - Deliver mats, tables, chairs, BBQ, stage, etc.
- Drop off THR Fire Department trailer to town garage for axle repairs

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**



## REPORT TO COMMITTEE

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**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

**Prepared by:**  
Stephane Millette  
Director Recreation and Community Services  
Date: March 31<sup>st</sup>, 2022

**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
Date: March 31<sup>st</sup>, 2022



# REPORT TO COMMITTEE

DEPARTMENT: FINANCE & ADMINISTRATION

DATE: April 4, 2022

SUBJECT: Motion of Approval 2022-23 Operations and Maintenance (O&M)  
Contribution Agreement

## RECOMMENDATION:

MOVED BY: CLLR WILLOWS  
SECONDED BY: CLLR DUFORD

THE COUNCIL OF THE TOWN OF HAY RIVER approves the Operations and Maintenance Contribution Agreement for 2022-23 in the amount of \$2,265,000.

## BACKGROUND:

Each year Council approves a funding agreement with Government of Northwest Territories for Operations and Maintenance for the period April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

For this year April 1, 2022 to March 31, 2023 the agreement for Operations & Maintenance Funding is in the amount of \$2,265,000. This is an increase from prior year by \$50,000.

Once these agreements are signed, funding will flow monthly.

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Operations and Maintenance Funding for the current budget year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River O&M Budget for 2022

## FINANCIAL IMPLICATIONS:

\$2,265,000 for operating expenditures for the calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

Prepared by:

Reviewed by:



# REPORT TO COMMITTEE

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**DEPARTMENT: FINANCE & ADMINISTRATION**

**DATE: April 4, 2022**

**SUBJECT: Motion of Approval 2022-23 Operations and Maintenance (O&M)  
Contribution Agreement**

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**Sam Mugford, CPA, CA  
Director of Finance and Administration  
March 29, 2022**

**Glenn Smith  
SAO  
March 29, 2022**



# REPORT TO COMMITTEE

**DEPARTMENT:** FINANCE & ADMINISTRATION      **DATE:** April 4, 2022  
**SUBJECT:** Motion of Approval 2022-23 Water and Sewer Contribution Agreement

**RECOMMENDATION:**

**MOVED BY:** CLLR WILLOWS  
**SECONDED BY:** CLLR DUFORD

**THE COUNCIL OF THE TOWN OF HAY RIVER approves the Water and Sewer Funding Contribution Agreement for 2022-23 in the amount of \$1,089,000.**

**BACKGROUND:**

Each year Council approves a transfer agreement with Government of Northwest Territories for Water and Sewer funding for the period April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

For this year April 1, 2022 to March 31, 2023 the agreement for Water and Sewer Funding is in the amount of \$1,089,000. This is unchanged from prior year.

Once these agreements are signed, funding will flow monthly.

**COUNCIL POLICY / STRATEGY OR GOAL:**

To obtain Water and Sewer Funding for the current budget year.

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

Town of Hay River Utility O & M Budget for 2022

**FINANCIAL IMPLICATIONS:**

\$1,089,000 for utility operating expenditures for the calendar year.

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

**Prepared by:**  
Sam Mugford, CPA, CA  
Director of Finance and Administration

**Reviewed by:**  
Glenn Smith  
SAO



# REPORT TO COMMITTEE

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**DEPARTMENT:** FINANCE & ADMINISTRATION                      **DATE:** April 4, 2022

**SUBJECT:** Motion of Approval 2022-23 Water and Sewer Contribution Agreement

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**March 29, 2022**

**March 29, 2022**



# REPORT TO COUNCIL

DEPARTMENT: FINANCE & ADMINISTRATION

DATE: April 4, 2022

SUBJECT: Motion of Approval 2022 – 2023 Community Public Infrastructure Contribution Agreement

## RECOMMENDATION:

MOVED BY: CLLR CHAMBERS  
SECONDED BY: CLLR DUFORD

THE COUNCIL OF THE TOWN OF HAY RIVER approves the Community Public Infrastructure (CPI) Agreement for 2022 – 2023 in the amount of \$1,833,000

## BACKGROUND:

Each year Council approves a funding agreement with Government of Northwest Territories for CPI for the period April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

For this year April 1, 2022 to March 31, 2023 the agreement for CPI Funding is in the amount of \$1,833,000.

Payment will be received as soon as practicable after the signing of the agreement.

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Capital Funding for the current budget year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River Capital Budget for 2022

## FINANCIAL IMPLICATIONS:

\$1,833,000 of capital funding for 2022's calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

N/A

Prepared by:  
Sam Mugford, CPA, CA

Reviewed by:  
Glenn Smith



# REPORT TO COUNCIL

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**DEPARTMENT: FINANCE & ADMINISTRATION**

**DATE: April 4, 2022**

**SUBJECT: Motion of Approval 2022 – 2023 Community Public Infrastructure  
Contribution Agreement**

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**Director of Finance and Administration  
March 31, 2022**

**SAO  
March 31, 2022**



# REPORT TO COMMITTEE

**DEPARTMENT:** ADMINISTRATION

**DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** Hay River Emergency Plan

## RECOMMENDATION:

**MOVED BY: CLLR DUFORD  
SECONDED BY: CLLR BOUCHARD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Town of Hay River Emergency Plan as presented.**

## BACKGROUND:

Minor updates have been made to dates and contact information within the Town of Hay River Emergency Plan. The plan is submitted as information to Council for their and public familiarity as we approach the annual spring river breakup season. For the last two breakups, Council has declared a state of emergency and the plan has been enacted.

Any community is vulnerable to numerous hazards and emergencies. These can be human caused such as transportation accidents, technological incidents, hazardous materials spills and infrastructure disruptions that could involve utility and power failures, and natural hazards such as severe weather.

The Town of Hay River Plan establishes the framework that ensures the community is prepared to deal with any of these emergencies and hazards. It is the way through which resources will be mobilized in the event of an emergency, thereby restoring the community to a state of normalcy. It is designed to ensure that all agencies are fully aware of their respective roles and responsibilities during that emergency.

The Emergency Plan also makes the provisions for the earliest possible coordinated response to an emergency, an understanding of the personnel and resources available to the community and recognition that additional expertise and resources can be called upon if required.

## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

## FINANCIAL IMPLICATIONS:



# REPORT TO COMMITTEE

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**DEPARTMENT:** ADMINISTRATION

**DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** Hay River Emergency Plan

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N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

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**Prepared by:**  
Stacey Barnes  
Council Administrator  
Date: April 1<sup>st</sup>, 2022

**Reviewed by:**



# REPORT TO COUNCIL

**DEPARTMENT:** ADMINISTRATION

**DATE:** April 4<sup>th</sup>, 2022

**SUBJECT:** EXCUSED ABSENCE

**RECOMMENDATION:**

**MOVED BY:** CLLR WALL  
**SECONDED BY:** CLLR CHAMBERS

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillor Magill from the Standing Committee of Council, Monday, April 4<sup>th</sup>, 2022.**

**BACKGROUND:**

Councillor Magill have asked to be excused from the Regular Meeting of Council, Monday, April 4<sup>th</sup>, 2022

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

**Prepared by:**  
Stacey Barnes  
Council Administrator  
Date: April 1<sup>st</sup>, 2022

**Reviewed by:**



# REPORT TO COMMITTEE

**DEPARTMENT: PROTECTIVE SERVICES**

**DATE: April 4<sup>th</sup>, 2022**

**SUBJECT: EMERGENCY SERVICES MONTHLY REPORT**

## **RECOMMENDATION:**

**MOVED BY: CLLR DUFORD  
SECONDED BY: CLLR BOUCHARD**

**That the Council of the Town of Hay River approves the Emergency Services Activity Report for March 2022 as presented.**

## **BACKGROUND:**

### **Summary:**

The Protective Services Department has had a busy month in March, responding to a total of 57 EMS Responses. Out of those 57 responses, 5 calls were to respond to the vagrant population, which is up from 1 response in February. As far as fire response is concerned, we had 2 false alarm calls in the month of March.

In March, the Protective Services Director has updated the Hay River Emergency Plan in preparation for this year's spring break up. The Town has also started its break-up planning meetings, where we met and reviewed the debrief minutes from the previous year and discuss this year's plan. The director has been updating the master plan for tracking mitigation and preparedness activities for break up. The SAO and director had a meeting with MACA to discuss this year's break up plan and raise some questions we had for the government in relation to this year's break up season.

This month we have also been working to establish a new lockout tag-out system at the hall to better track our equipment repairs. We also update our supplies board to clarify our supplies needs. We were also able to work out where we could use the remaining Fire Smart funds with ENR. We were approved to continue some brushing on Vale Island in some identified risk zones out of the town's wildfire protection plan.

This month the director also provided some training assistance to the Fort Simpson Director of Protective Services. The director provided EMO resources and established working documents to help assist their community in their planning efforts. The directors reviewed flood preparations for both communities and discussed different response plans. We also provided established resources for their Fire Department to help provide a leg up on planning and administration for their department.



# REPORT TO COMMITTEE

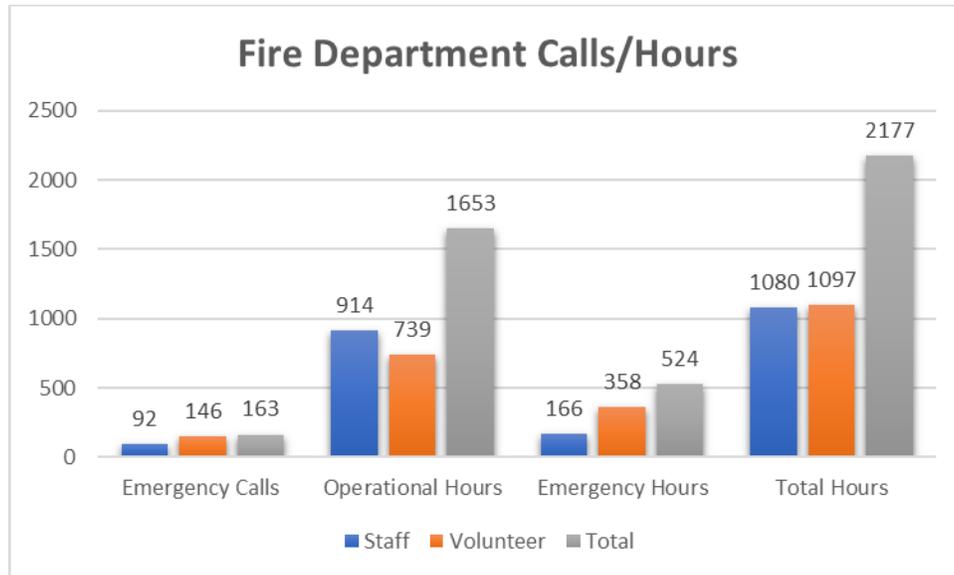
DEPARTMENT: PROTECTIVE SERVICES

DATE: April 4<sup>th</sup>, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT

For training in the month of March, we worked on emergency scene lighting and chainsaw operations, in-service training on Zoll auto pulse and full code scenarios. We also taught defensive Part 1 and part 2 training to the new recruits. We only have part 3 remaining and we will look to do that after break-up is over.

## STATISTICS



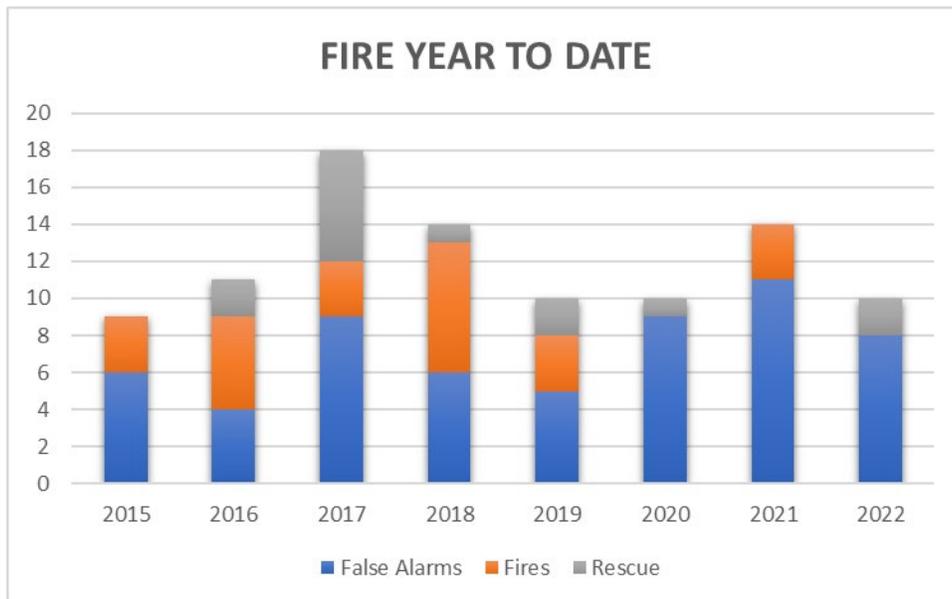
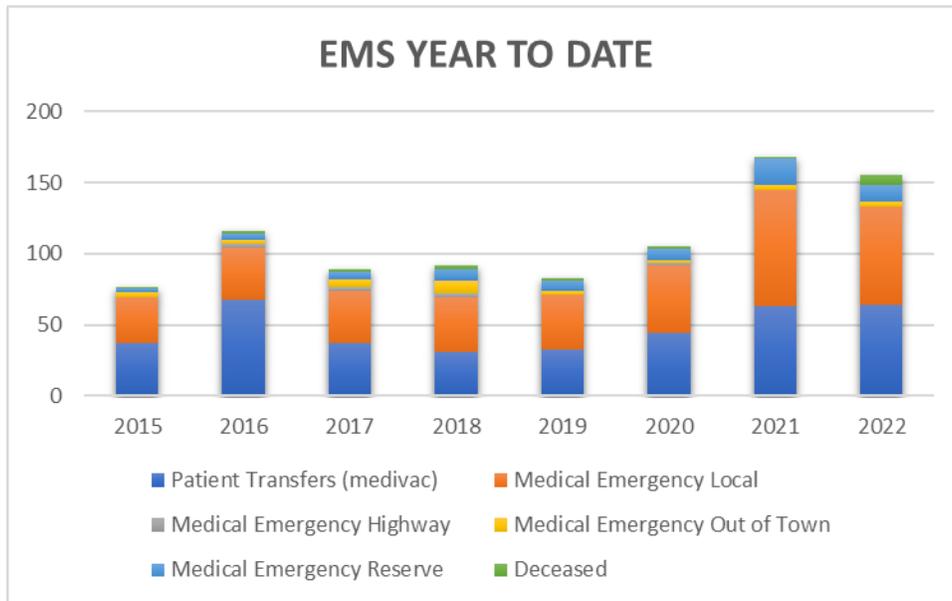


# REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 4<sup>th</sup>, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT





# REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 4<sup>th</sup>, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT



## MAINTENANCE

1. All daily/weekly/monthly maintenance activities were completed.

### COUNCIL POLICY / STRATEGY OR GOAL:

N/A

### APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Fire Prevention Bylaw

### FINANCIAL IMPLICATIONS:

N/A

### ALTERNATIVES TO RECOMMENDATIONS:

N/A



# REPORT TO COMMITTEE

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**DEPARTMENT: PROTECTIVE SERVICES**

**DATE: April 4<sup>th</sup>, 2022**

**SUBJECT: EMERGENCY SERVICES MONTHLY REPORT**

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**ATTACHMENTS:**

None

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**Prepared by:**

Travis Wright  
Director Protective Services/Fire Chief  
Date: April 1<sup>st</sup>, 2022

**Reviewed By:**

Glenn Smith  
Senior Administrative Officer  
Date: April 1<sup>st</sup>, 2022

# REPORT TO COMMITTEE



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DEPARTMENT: PROTECTIVE SERVICES

DATE: April 4th, 2022

SUBJECT: MUNICIPAL ENFORCEMENT REPORT

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## RECOMMENDATION:

**MOVED BY: CLLR DUFORD**

**SECONDED BY: CLLR BOUCHARD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Municipal Enforcement Report for March 2022 as presented.**

## BACKGROUND

With the temperatures starting to get warmer, there has been an increase in concerns involving animals. Individuals have been encouraged to report incidents so that problematic areas can be addressed and corrected as soon as possible. Extra patrols have been done to monitor compliance of these areas. There was an animal incident that was more severe in nature that involved multiple households as well as public health to ensure the health and safety of animals and public. This was investigated and both households were notified of the decision made. Public compliance of parking regulations is also getting better as concerns and complaints are being reported and dealt with. Personal interaction with residents is helping to resolve infractions in a shorter time frame and increases accountability to be aware of bylaws and consequences. A few town citizens have voiced their concern about possible water issues due to the large amount of snowfall and lack of proper water drainage. These areas will be monitored to see if action is needed in the spring.

### School Safety

The Protective Services Specialist continues to patrol the school zones during peak times to ensure motorists are compliant of regulations to ensure the safety of school zones. Visible presence in the school zone has shown to produce positive interactions.

### Upcoming Goals

Research is being done looking into animal bylaws of cities and towns across Canada to make sure that any changes that could be done to strengthen our Animal Bylaw in the future is; consistent with other towns, covers a multitude of issues, and has appropriate fines and conditions. Discussing and implementing plans and strategies for dealing with unsightly properties and communicating with the owners will be an important issue in the upcoming months.

# REPORT TO COMMITTEE



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**COMMITTEE:** MUNICIPAL SERVICES COMMITTEE      **DATE:** April 4th, 2022  
**DEPARTMENT:** PROTECTIVE SERVICES  
**SUBJECT:** MUNICIPAL ENFORCEMENT REPORT

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## **Emergency Services**

An Inventory list for current and spare bunker gear was created to help organize and better track storage and replacement of gear. Extra outdated gear no longer needed was packaged and delivered to MSS for donation to Ukraine.

**COUNCIL POLICY / STRATEGY OR GOAL:**

*Strategy:*  
*Goal:*

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

All applicable Bylaws and Territorial Legislation

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

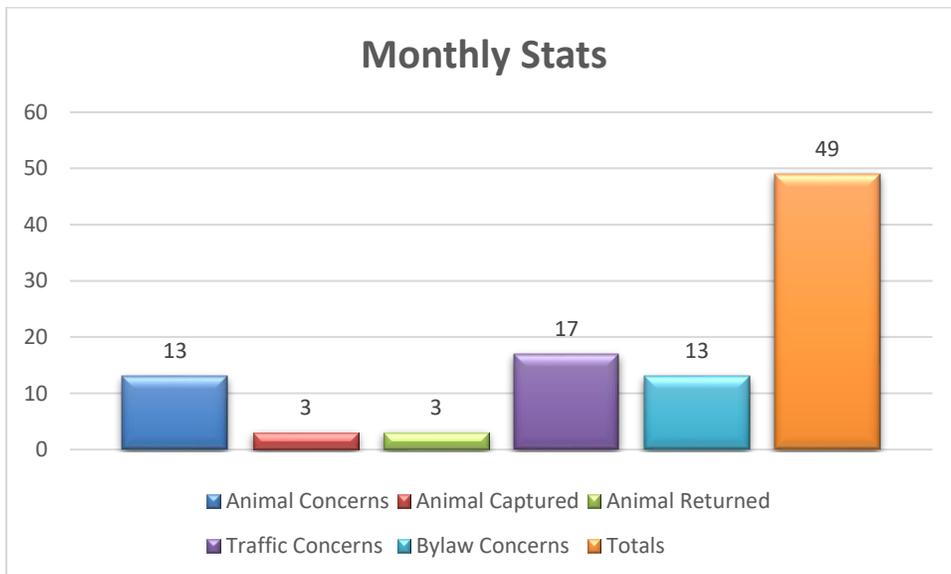
# REPORT TO COMMITTEE



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**COMMITTEE:** MUNICIPAL SERVICES COMMITTEE      **DATE:** April 4th, 2022  
**DEPARTMENT:** PROTECTIVE SERVICES  
**SUBJECT:** MUNICIPAL ENFORCEMENT REPORT

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**Prepared by:**

Jonathan Wallington  
Protective Services Specialist  
Date: April 1st, 2022

**Reviewed By:**

Travis Wright  
Director, Protective Services  
Date: April 1st, 2022



# REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: April 25<sup>th</sup>, 2022

SUBJECT: 2022 BOARD MEMBERS FOR THE BOARD OF REVISION HEARING

## RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER appoints as Members to the 2022 Board of Revision the following:

- Steve Anderson
- Liam Dean
- Vince McKay
- Alvin Pitre
- Lynn Readman

## BACKGROUND:

According to Section 30. (2) of the Property Assessment and Taxation Act, Council must appoint, by resolution, at least 3 members to the Board of Revision.

Each Member holds office during pleasure, for not more than one year. However, a person may be reappointed as a Member of a Municipal Board of Revision.

The following Individuals are willing to be on the 2022 Board; and are in good standing with the Town of Hay River:

Steve Anderson  
Liam Dean  
Vince McKay  
Alvin Pitre  
Lynn Readman

## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Property Assessment and Taxation Act (PATA)

## FINANCIAL IMPLICATIONS:

N/A



# REPORT TO COUNCIL

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DEPARTMENT: ADMINISTRATION

DATE: April 25<sup>th</sup>, 2022

SUBJECT: 2022 BOARD MEMBERS FOR THE BOARD OF REVISION HEARING

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**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

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**Prepared by:**  
Susan Gallardo  
Lands & Taxation  
Date: April 19, 2022

**Reviewed by:**  
Sam Mugford, CPA, CA  
Director of Finance  
Date: April 19, 2022



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: April 25, 2022**

**DEPARTMENT: LANDS**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

**RECOMMENDATION:**

**That the Council of the Town of Hay River in accordance with the Property Assessment and Taxation Act RSNWT. 1988 Chapter P-10, Section 97.6:**

- 1. Sets the date of public auction where taxable property will be offered for sale as July 11, 2022, at 9:00 am in Town Hall Council Chambers; and**
- 2. The minimum sale price of each taxable property as calculated in accordance with the regulations is provided for as follows.**

<b>Property Address</b>	<b>Lot</b>	<b>Block</b>	<b>Plan</b>	<b>Minimum Sale Price</b>
3-102 STREET	2	H	40	\$27,550.00
17-103 STREET	9	J	41	\$66,850.00
48018 MacKENZIE HIGHWAY	1	XC	134	\$7,650.00
48016 MacKENZIE HIGHWAY	2	XC	134	\$8,350.00
47135 BACK ROAD	12	XD	134	\$26,000.00
23 - 105 STREET	12	U	142	\$32,050.00
14-104 STREET	18	U	142	\$14,850.00
48048 MacKENZIE HIGHWAY	6	XA	190	\$15,500.00
48038 MacKENZIE HIGHWAY	2	XB	190	\$55,250.00
17 EAGLE CRESCENT	375		360	\$73,200.00
39 FIR CRESCENT	553-92		991	\$50,150.00
135 WILD ROSE DRIVE	680		1156	\$88,300.00
60 PATTERSON ROAD	1015		1415	\$75,550.00
1-B POPLAR ROAD	1680		2583	\$114,000.00
50 CRANBERRY CRESCENT	1800		3925	\$182,500.00
43044 MacKENZIE HIGHWAY	1926		4196	\$198,750.00



# REPORT TO COUNCIL

**COMMITTEE:** Finance and Administration

**DATE:** April 25, 2022

**DEPARTMENT:** LANDS

**SUBJECT:** PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION

## BACKGROUND:

The Property Assessment and Taxation Act R.S.N.W.T. 1988, c.P-10 (PATA) Part III Taxation, Section 97.6 provides for the recovery of tax arrears by sale at public auction.

### SALE

- Sale at public auction      **97.6.** (1) A taxable property that remains on the tax arrears list after December 31 of the year that the tax arrears list was prepared may be offered for sale, at a public auction, by the taxing authority at such time as it considers appropriate, if the property continues to be on the tax arrears list at that time.
- Date of public auction      (2) The date of a public auction must be set
- (a) by resolution of the council of the municipal taxing authority, where the taxable property to be offered for sale is within its municipal taxation area; or
  - (b) by order of the Minister of Finance, where the taxable property to be offered for sale is within the general taxation area.
- Minimum sale price and conditions of sale      (3) A resolution or order referred to in subsection (2) must also set out, in respect of each taxable property to be offered for sale at the public auction,



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: April 25, 2022**

**DEPARTMENT: LANDS**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

- (a) the minimum sale price, as calculated in accordance with the regulations; and
- (b) any other term or condition that the taxing authority wishes to apply to the sale.

Restriction  
on sale

(4) A taxable property offered for sale at a public auction may not be sold for less than its minimum sale price and must be sold for the highest price bid above the minimum sale price.

Best possible  
price

(5) A taxing authority is not under any duty to obtain the best possible price for a taxable property and, for greater certainty, the taxing authority is not obliged to delay the sale of the taxable property for that purpose.

Inapplicable  
provisions  
in municipal  
Acts

(6) For greater certainty, the sale by a municipal taxing authority of a taxable property of an assessed owner, whether or not the taxable property includes a leasehold interest registered under the *Land Titles Act* in municipal land, is not subject to the provisions in the *Charter Communities Act*, *Cities, Towns and Villages Act*, *Hamlets Act* and *Tłı̨chǫ Community Government Act* pertaining to the disposition of real property belonging to a municipal corporation. S.N.W.T. 1997,c.20,s.4; S.N.W.T. 2004,c.7, Sch.B, s.7(5).



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: April 25, 2022**

**DEPARTMENT: LANDS**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

The Property Assessment and Taxation Act – Tax Sales Regulations Section 3 establishes the minimum price of a taxable property.

PROPERTY ASSESSMENT AND  
TAXATION ACT

LOI SUR L'ÉVALUATION ET L'IMPÔT  
FONCIERS

## TAX SALES REGULATIONS

## RÈGLEMENT SUR LES VENTES IMPOSABLES

The Commissioner, on the recommendation of the Minister and the Minister of Finance, under subsections 117(3) and (4) of the *Property Assessment and Taxation Act* and every enabling power, makes the *Tax Sales Regulations*.

Le commissaire, sur la recommandation du ministre et du ministre des Finances, en vertu des paragraphes 117(3) et (4) de la *Loi sur l'évaluation et l'impôt fonciers* et de tout pouvoir habilitant, prend le *Règlement sur les ventes imposables*.

1. In these regulations, "Act" means the *Property Assessment and Taxation Act*.

1. Dans le présent règlement, «Loi» s'entend de la *Loi sur l'évaluation et l'impôt fonciers*.

2. These regulations apply in respect of the sale of a taxable property for arrears of property taxes under Part III.1 of the Act.

2. Le présent règlement s'applique relativement à la vente d'une propriété imposable pour recouvrement d'arriérés d'impôt foncier en vertu de la partie III.1 de la Loi.

3. (1) Subject to subsection (2), the minimum sale price of a taxable property, whether located in the general taxation area or a municipal taxation area, that is to be offered for sale is 50% of the assessed value of the taxable property.

3. (1) Sous réserve du paragraphe (2), le prix de vente minimal d'une propriété imposable mise en vente est de 50 % de sa valeur évaluée, que cette propriété soit située dans une zone d'imposition générale ou une zone d'imposition municipale.

(2) A taxing authority may, in respect of a taxable property referred to in subsection (1), set out in a resolution or order referred to in subsection 97.6(2) of the Act, a minimum sale price that is calculated on the basis of such percentage of assessed value in excess of the applicable percentage set out in subsection (1) as the taxing authority considers appropriate.

(2) Toute administration fiscale peut, relativement à la propriété imposable mentionnée au paragraphe (1), indiquer le prix de vente minimal qu'elle estime approprié, calculé sur la base du pourcentage de la valeur évaluée qui est supérieur au pourcentage prévu au paragraphe (1) dans la résolution ou l'arrêté visé au paragraphe 97.6(2) de la Loi.

(3) For greater certainty, the minimum sale prices set under subsection (2) may vary between classes of property established under sections 13 to 15 of the Act. R-059-2001,s.2.

(3) Il demeure entendu que le prix de vente minimal établi en vertu du paragraphe (2) peut varier entre les catégories de propriétés établies en vertu des articles 13 à 15 de la Loi. R-059-2001, art. 2.

4. The form prescribed for the purposes of subparagraph 97.92(3)(b)(ii) of the Act is set out in the Schedule. R-027-2000,s.2

4. La formule prescrite pour l'application du sous-alinéa 97.92(3)(b)(ii) de la Loi est prévue à l'annexe. R-027-2000, art. 2.



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: April 25, 2022**

**DEPARTMENT: LANDS**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

Administration has provided notice pursuant to the legislation to all property owners that are in arrears for 2020 property taxes and that their properties may be sold for property tax arrears.

The properties listed below are subject to sale for arrears of property taxes.

Property Address	Lot	Block	Plan	Minimum Sale Price
3-102 STREET	2	H	40	\$27,550.00
17-103 STREET	9	J	41	\$66,850.00
48018 MacKENZIE HIGHWAY	1	XC	134	\$7,650.00
48016 MacKENZIE HIGHWAY	2	XC	134	\$8,350.00
47135 BACK ROAD	12	XD	134	\$26,000.00
23 - 105 STREET	12	U	142	\$32,050.00
14-104 STREET	18	U	142	\$14,850.00
48048 MacKENZIE HIGHWAY	6	XA	190	\$15,500.00
48038 MacKENZIE HIGHWAY	2	XB	190	\$55,250.00
17 EAGLE CRESCENT	375		360	\$73,200.00
39 FIR CRESCENT	553-92		991	\$50,150.00
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60 PATTERSON ROAD	1015		1415	\$75,550.00
1-B POPLAR ROAD	1680		2583	\$114,000.00
50 CRANBERRY CRESCENT	1800		3925	\$182,500.00
43044 MacKENZIE HIGHWAY	1926		4196	\$198,750.00

The auction will be held at 9:00 am on July 11, 2022, at the Town Hall Council Chambers in the Town of Hay River.

If prior to commencement of public auction, any person including the assessed owner pays the arrears of property taxes and all reasonable expenses incurred by the Town to collect the arrears with respect to a taxable property, the property will not be offered for auction



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: April 25, 2022**

**DEPARTMENT: LANDS**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

Any person who pays the arrears of property taxes and expenses prior to commencement of the public auction may obtain a lien on the taxable property for the amount paid if the person is other than the assessed owner and having an interest, estate, encumbrance, or claim registered or filed under the Land Titles Act in or against the taxable property or a transferee of such a person.

The assessed owners of any of the above taxable properties is entitled to redeem that taxable property within 30 days after the date of the public auction by paying the Town the arrears of property taxes and all reasonable expenses incurred by the Town to collect the arrears. Where a taxable property that is sold at the public auction is redeemed by its assessed owner, the sale cannot be completed and all rights and interest of the purchaser in the taxable property cease.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

Property Assessment and Taxation Act R.S.N.W.T. 1988, c.P-10 (PATA) Part III  
Taxation, Section 97.6

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A



# REPORT TO COUNCIL

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**COMMITTEE: Finance and Administration**

**DATE:** April 25, 2022

**DEPARTMENT: LANDS**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

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Prepared by:  
Susan Gallardo - Lands  
Date: April 20, 2022

Reviewed by:  
Sam Mugford, CPA – Director of Finance  
Date: April 20, 2022



# REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: April 25<sup>th</sup>, 2022

SUBJECT: LETTER OF SUPPORT FOR HAY RIVER MUSEUM SOCIETY

## RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs Administration to draft a letter supporting the Hay River Museum Society's application for Education, Culture and Employment Heritage Centre Operating Funding.

## BACKGROUND:

The Hay River Museum Society is applying to a funding program from ECE called Heritage Centres Operating Funding in the amount of \$60,000. The funding they are seeking will go towards assisting with their operating cost.

There is no conflict with the Town in terms of this funding program as the Town does not submit an application under this program.

## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

## FINANCIAL IMPLICATIONS:

N/A

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

N/A

**Prepared by:**  
Stacey Barnes  
Council Administrator  
April 22, 2022

**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
April 22, 2022



# REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: APRIL 25, 2022

SUBJECT: INDUSTRIAL DRIVE TENDER AWARD

## RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER Award the Industrial Drive Tender to 851791 N.W.T. Ltd. O/A Rowe's Construction for \$1,081,950 as recommended by the Finance Committee.

## BACKGROUND:

The Industrial Drive Water and Storm project was approved as part of the Town's 2022 budget. This project entails replacing utility services and improving and paving the road. This phase of the project deals with the below grade work. This phase of the project is funded through CPI (25%) and the Investing in Canada Infrastructure Program (ICIP) fund (75%).

The Industrial Drive tender received one bid from Rowe's Construction.

Upon review of the submitted bids by Town administration and our engineering partner Stantec, it is recommended that the Industrial Drive project be awarded to 851791 N.W.T. Ltd. O/A Rowe's Construction.

## COUNCIL POLICY / STRATEGY OR GOAL:

To replace aging infrastructure.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Procurement Bylaw #2388A-22  
Capital Budget 2022  
2019-2023 Town of Hay River Strategic Plan

## FINANCIAL IMPLICATIONS:

Construction costs are \$177,000 over budget. Through a recommendation by the Finance Committee, overages will be accommodated through adjustments to capital and O&M budgets at Q1.

## ALTERNATIVES TO RECOMMENDATIONS:

Do not approve tender and the Industrial Drive Project



# REPORT TO COUNCIL

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**DEPARTMENT: PUBLIC WORKS**

**DATE: APRIL 25, 2022**

**SUBJECT: INDUSTRIAL DRIVE TENDER AWARD**

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**ATTACHMENTS:**

None

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**Prepared by:**  
**Earle Dumas**  
**Acting Director of Public Works**

**Reviewed by:**  
**Glenn Smith**  
**SAO**



# REPORT TO COUNCIL

**DEPARTMENT:** Public Works

**DATE:** April 25, 2022

**SUBJECT:** Capital Drive Tender Award

## RECOMMENDATION:

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER Award the Capital Drive Tender to 851791 N.W.T. Ltd. O/A Rowe's Construction for \$3,694,766.40 as recommended by the Finance Committee.**

## BACKGROUND:

The Capital Drive project was approved as part of the Town's 2022 budget. This project entails replacing utility services and improving and paving the road. The project is funded as a mix between utility reserves, Gas Tax fund, CPI Fund, and Investing in Canada Infrastructure Program (ICIP) funds. ICIP funds account for 56% of the total project funding.

The Capital Drive tender received one bid from Rowe's Construction. The initial bid was more than the Town's budget and pre-tender opinion of cost from the Town's engineering consultant, Stantec. As a result of negotiations between the Town, Stantec, and Rowes, some provisional items were removed, and proponent costs adjusted.

Upon review of the submitted bids by Town administration and our engineering partner Stantec, it is recommended that the Capital Drive project be awarded to 851791 N.W.T. Ltd. O/A Rowe's Construction.

## COUNCIL POLICY / STRATEGY OR GOAL:

To replace aging infrastructure.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Procurement Bylaw #2388A-22  
Capital Budget 2022  
2019-2023 Town of Hay River Strategic Plan

## FINANCIAL IMPLICATIONS:

Construction costs are \$56,000 under budget.

## ALTERNATIVES TO RECOMMENDATIONS:

Do not approve tender and the Capital Drive Project



# REPORT TO COUNCIL

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**DEPARTMENT: Public Works**

**DATE: April 25, 2022**

**SUBJECT: Capital Drive Tender Award**

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**ATTACHMENTS:**

None

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**Prepared by:**  
**Earle Dumas**  
**Acting Director of Public Works**

**Reviewed by:**  
**Glenn Smith**  
**SAO**



# REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: APRIL 25, 2022

SUBJECT: SEASONAL TIME CHANGE DISCUSSION

## RECOMMENDATION:

### FOR DISCUSSION ONLY

## BACKGROUND:

The Government of the Northwest Territories is asking for public engagement on the Seasonal Time Change. They are asking for feedback from each community.

Have your say on whether the Northwest Territories (NWT) should eliminate seasonal time changes.

If seasonal time changes are eliminated, you can also tell us what time standard you think should be observed year-round:

- Mountain Daylight Saving Time  
or
- Mountain Standard Time.

## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

## FINANCIAL IMPLICATIONS:

N/A

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

Seasonal Time Change Public Engagement Document

**Prepared by:**  
Stacey Barnes  
Council Administrator  
April 22, 2022

**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
April 22, 2022

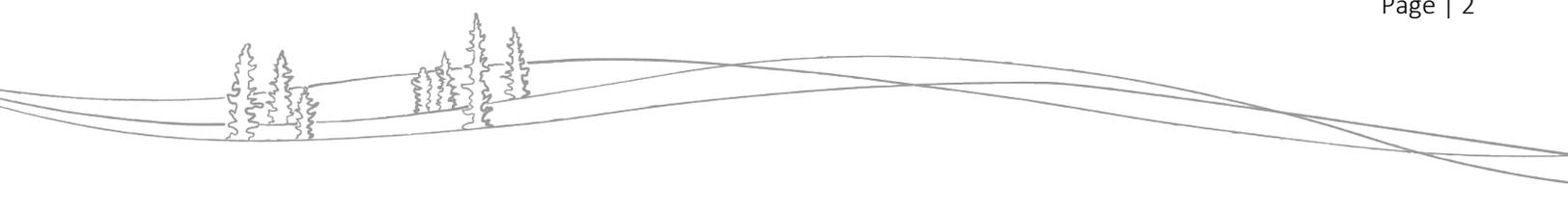


# Seasonal Time Change Public Engagement



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Background information	p. 4
Options for the NWT for time observance	p. 5
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## Have your say

The Government of the Northwest Territories (GNWT) is conducting a public engagement on seasonal time changes.

Residents of the Northwest Territories (NWT) are being asked whether they want to continue changing their clocks twice a year or if the NWT should adopt a single permanent time. The NWT currently observes Mountain Standard Time in the winter months and Mountain Daylight Saving Time in the summer.

The public engagement also asks NWT residents whether they would prefer permanent Mountain Daylight Saving Time or permanent Mountain Standard Time if seasonal time changes are ended.

The GNWT will consider the results of the public engagement, as well as scientific research and the decisions of neighbouring provinces and territories, when it determines how the NWT should observe time in the future.

## About the survey

The survey is anonymous and should take about 5 minutes to complete. We would like to hear your views on seasonal time changes and which of the following three options you would prefer:

- A. The NWT stays on year-round Mountain Daylight Saving Time.
- B. The NWT stays on year-round Mountain Standard Time.
- C. No change: NWT maintains the twice-annual seasonal time changes we currently observe.

NWT residents can participate in an online survey or share their views by email or mail. Other governments in the NWT as well as businesses, organizations and individuals are also invited to provide their written feedback by email or mail.

The survey will be open until **May 16, 2022, 11:59 p.m.**

## Take the survey

- To take the survey online, go [here](#).
- To print out the survey [go here](#).
- To request printed copies of the survey, email us at [HaveYourSayDOJ@gov.nt.ca](mailto:HaveYourSayDOJ@gov.nt.ca) or call 867-767-9250 ext. 82022



## Helpful resources

1. Read the background section below to understand the issue in more detail.
2. [Download the maps](#) to see how NWT's time would compare to other parts of Canada for each of the three options.

## Background information

### 1. How does the NWT observe time now?

The NWT is located in the Mountain Time Zone along with Alberta, parts of British Columbia, and the Kitikmeot region of Nunavut. The NWT and most of North America has been observing seasonal time changes for many years. Seasonal time changes occur twice a year when we:

- Turn our clocks ahead an hour to Mountain Daylight Saving Time on the second Sunday in March.
- Turn our clocks back an hour to Mountain Standard Time on the first Sunday in November.

### 2. Did the NWT pass a law to allow for the end of seasonal time changes?

Yes. In 2021, the NWT made changes to our *Interpretation Act* that would allow for the end of seasonal time changes. Before any change can happen, however, there must be public engagement with NWT residents to find out how they feel about this issue.

Once the public engagement is completed, a decision about seasonal time changes will be made. For now, the NWT will continue to observe seasonal time changes.

### 3. What does it mean to adopt a permanent time?

If the NWT adopts a permanent time, this means that after we change our clocks one last time – either in mid-March or early November - we will stay on one time year-round. Depending on what decision is made, the permanent time in the NWT would be either Mountain Daylight Saving Time or Mountain Standard Time.



#### 4. What are the options for the NWT in terms of time observance?

### Option A: NWT moves to permanent Mountain Daylight Saving Time

**In the summer**, time will be the same time as it has been for many years.

**In the winter**, sunrises and sunsets will occur one hour later than we are used to, so there will be more daylight into the afternoon and evening.

This is how Option A would affect our time relationships with our neighbours:

- During the summer, the NWT would be on the same time as Alberta, Saskatchewan, and the Kitikmeot region of Nunavut. The NWT would be 1 hour ahead of British Columbia and Yukon, and 1 hour behind Manitoba.
- During the winter, the NWT would be 1 hour ahead of Alberta, Yukon and the Kitikmeot region of Nunavut, and 2 hours ahead of British Columbia. The NWT would be on the same time as Manitoba and Saskatchewan.

[See what this would look like on a time zone map](#)

### Option B: NWT moves to permanent Mountain Standard Time

**In the summer**, sunrises and sunsets will occur one hour earlier than we are used to, so we will have more daylight into late morning and midday.

**In the winter**, time will be the same as it has been for many years.

This is how Option B would affect our time relationships with our neighbours:

- During the summer, the NWT would be 1 hour behind Alberta, Saskatchewan and the Kitikmeot region of Nunavut, and 2 hours behind Manitoba. The NWT would be on the same time as British Columbia and Yukon.
- During the winter, the NWT would be on the same time as Alberta and the Kitikmeot region of Nunavut, 1 hour ahead of British Columbia, and 1 hour behind Manitoba and Saskatchewan. The NWT would be on the same time as Yukon.

[See what this would look like on a time zone map](#)

### Option C: No change – NWT keeps seasonal time changes

This is how Option C would affect our time relationships with our neighbours:

- The NWT would continue to be on the same time as Alberta and the Kitikmeot region of Nunavut year-round.
- During the summer, the NWT would continue to be 1 hour ahead of British Columbia and Yukon, 1 hour behind Manitoba, and on the same time as Saskatchewan.
- During the winter, the NWT would continue to be 1 hour ahead of British Columbia, 1 hour behind Manitoba and Saskatchewan, and on the same time as Yukon.

[See what this would look like on a time zone map](#)



## 5. How does the rest of Canada observe time?

Most of Canada still observes seasonal time changes except for Saskatchewan, Yukon, and parts of Nunavut and Quebec.

In recent years, however, more jurisdictions have indicated they are considering a move to permanent time.

In October 2021, Alberta held a referendum on seasonal time changes. A narrow majority of voters (50.2 per cent) rejected a proposal for the province to end seasonal time changes in favour of permanent Daylight Saving Time. In March 2020, Yukon stopped observing seasonal time changes and switched to permanent Daylight Saving Time.

In 2019 and 2020, British Columbia and Ontario passed laws to allow them to end seasonal time changes and to move to permanent Daylight Saving Time. These laws have not yet gone into effect and both provinces continue to change their clocks twice a year.

## 6. Why end seasonal time changes?

There has been a lot of discussion about ending seasonal time changes across Canada and residents have a variety of opinions on this.

Some find seasonal time changes disruptive and question why we have them. Others consider seasonal time changes to be a minor inconvenience and do not mind if they continue.

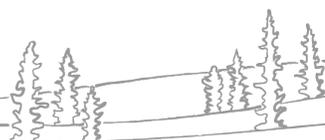
## 7. What is the GNWT's position on ending seasonal time changes?

The GNWT does not yet have a position on seasonal time changes. Your input is very valuable and will help us to decide how our territory should move ahead.

## 8. Which permanent time option is better?

There is no clear or obvious answer. Permanent Standard Time allows for daylight earlier in the day, which can be beneficial especially during the fall and winter when there is less daylight. On the other hand, permanent Daylight Saving Time allows for extra daylight at the end of the day to participate in recreational and on-the-land activities after work or school.

People may prefer one of the options based on their situation. For example, their type of work or business, whether they attend school, their hobbies and interests, and the time of day they are most active or like to have the most daylight. It is up to individuals, businesses, and organizations to decide which option will work best for them.



## 9. If seasonal time changes are ended, will it happen right away?

Any change to time in the NWT will take time. If a decision is made to move to permanent time, a transition period will be needed to notify residents and to help them prepare for the change. Organizations and business could also be affected and will need time to get ready. We estimate that this transition period could take at least a year, perhaps longer.

It will also be necessary for technology and telecommunications providers to make software updates and other changes to ensure that the many electronic devices we use in our daily lives switch over to the new time. For example, smart phones, computers, tablets and applications or operating systems. This process can be complex and time consuming.

Industries that have time dependent links with the NWT, such as airlines and transportation companies, may also have to adjust their schedules and operations if there is an end to seasonal time changes.

## 10. Is there another way I can share my thoughts on seasonal time changes other than the survey?

Yes. Residents and organizations have the option of writing to us. Written submissions are welcomed and will be given full consideration along with the survey results.

They may be emailed to [HaveYourSayDOJ@gov.nt.ca](mailto:HaveYourSayDOJ@gov.nt.ca) or mailed to:

Policy and Planning Division  
Department of Justice  
Government of the Northwest Territories  
PO Box 1320  
Yellowknife, NT X1A 2L9

The deadline for written submissions is **May 16, 2022 at 11:59 p.m.**

## 11. When will we find out about the survey results?

The survey results will be shared with the public in a *What We Heard Report* once the engagement has ended and the results have been analyzed. The written submissions received during this engagement may be summarized in the report, but no specific individuals or organizations will be identified.

**To learn more about seasonal time change engagements across Canada, visit these links:**

Alberta public engagement platform

<https://www.alberta.ca/daylight-saving-time-engagement.aspx>

BC Public Engagement Results

<https://engage.gov.bc.ca/govtogetherbc/impact/daylight-savings-results/>

Yukon Seasonal Time Change website – including [What We Heard Report](#)

<https://yukon.ca/en/seasonal-time-change>





# REPORT TO COUNCIL

DEPARTMENT: FINANCE & ADMINISTRATION

DATE: April 25, 2022

SUBJECT: Motion of Approval 2022 – 2023 Gas Tax Contribution Agreement

## RECOMMENDATION:

THE COUNCIL OF THE TOWN OF HAY RIVER approves the Gas Tax Agreement for 2022 – 2023 in the amount of \$1,478,000

## BACKGROUND:

Each year Council approves a funding agreement with Government of Northwest Territories for Gas Tax the period April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

For this year April 1, 2022 to March 31, 2023 the agreement for Gas Tax Funding is in the amount of \$1,478,000.

Payment will be received as soon as practicable after the signing of the agreement.

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Capital Funding for the current budget year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River Capital Budget for 2022

## FINANCIAL IMPLICATIONS:

\$1,478,000 of capital funding for 2022's calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

Prepared by:  
Sam Mugford, CPA, CA  
Director of Finance and Administration  
April 21, 2022

Reviewed by:  
Glenn Smith  
SAO  
April 21, 2022



# REPORT TO COUNCIL

**DEPARTMENT:** PUBLIC WORKS

**Date:** April 25<sup>th</sup>, 2022

**SUBJECT:** DEVELOPMENT PERMIT APPLICATION D22-009, CANNABIS STORAGE AT 66 INDUSTRIAL DRIVE, LOT 1447 & 1448, PLAN 1466 PRE-EXISTING BUILDING.

## RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER review and approve at their discretion, Development Permit Application No. D22-009, to allow the use of the existing building for Cannabis Storage Space. Whereas,

- All requirements of the Zoning and Building Bylaw 1812 are met.
- The applicant undertakes to conform to all relevant Municipal, Territorial and Federal policies and regulations.

## BACKGROUND:

The Town of Hay River has received an application from Greenway Realty to develop 1500 SQ.FT. of the existing building to house a Cannabis Storage Space at 66 Industrial Drive, Lots 1447 & 1448, Plan 1466.

The lots and building have been used for a wide variety of uses through the years as it is set up for rental spaces. The building currently houses storage space for the Home Hardware and the Homeless Shelter.

The lots are located within the C2-Highway Service Commercial zone, where Stand Alone Storage Facilities are not directly listed. Hardware Storage is included as a Permitted use.

For the C2 zone's Discretionary Uses, those uses which in the opinion of the Development Officer are similar to the permitted or discretionary can be approved. There are several similar uses along Industrial Drive, where lots are being used for storage including a Liquor Warehouse.

This storage would be of a very light industrial use and indoors. It would not change the look of the area or the uses.

## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Planning Act R.S.N.W.T. 1988, c.P-7  
Zoning & Building Bylaw No. 1812.



# REPORT TO COUNCIL

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Current Building, Electrical, Gas and Fire Codes.

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

Application for Development #D22-009

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**Prepared by:**  
Randy Froese  
Development Officer  
Date: April 22, 2022

**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
Date: April 22, 2022



D22-009  
R# 219367

Town of Hay River  
Zoning and Building Bylaw No. 1812  
APPLICATION FOR A DEVELOPMENT PERMIT

FORM A

I hereby make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information submitted herewith and which form part of this application.

Applicant: GREENWAY HOLDINGS LTD Ph. Res. 867-875-7304 Bus: Same

Address: 31 Capital Drive Hay River, NT

Registered Owner: GREENWAY HOLDINGS LTD Ph. Res. 875-7304 Bus: SAME

Address: 66 INDUSTRIAL DRIVE

Legal Description of Property to be developed: LOTS 1447 & 1448 PLAN 1466

Proposed Use of Site: (use reverse side if necessary) \_\_\_\_\_

Cannabis storage space

Existing Use of Site: vacant bay

Adjacent to Highway Yes  No

Area Required for Proposed Use: 1500 sq ft

Estimated Cost of Development: 50,000

Proposed Setback from Property Lines: Front Yard N/A Side Yard EXISTING Rear Yard BUILDING

Estimated Date of Commencement: COMPLETED EXISTING SPACE

Estimated Date of Completion: COMPLETED

Date of Application: FEB 23/22

Application Fee: \$ 50.00

NOTE: THE DEVELOPMENT PERMIT APPLICATION WILL NOT BE ACCEPTED UNLESS IT CONFORMS TO THE REQUIREMENTS OF THE ZONING AND BUILDING BYLAW AND THE APPROPRIATE FEE IS SUBMITTED WITH THE APPLICATION.

Signature of Applicant or Agent: [Signature]

Please Print Signature: John Greenewagon



# REPORT TO COUNCIL

DEPARTMENT: OFFICE OF SAO

Date: April 25, 2022

SUBJECT: Electrical Franchise – Request for Ministerial Exemption

## RECOMMENDATION:

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the submission of a request to the MACA Minister for an exemption to the CTV Act section 91(2) requirement for voter approval of the bylaw granting an electrical distribution franchise to NTPC**

## BACKGROUND:

Northland Utilities (NWT) Ltd. (NUL) held the electrical power distribution franchise with the Town of Hay River (the Town) prior to November 30, 2016, at which time that franchise agreement expired. In anticipation of the existing franchise agreement expiring, the Town initiated a competitive public request for proposals (RFP) process in 2015 to select a provider beyond November 30, 2016.

Two firms submitted Proposals in response to the Town's RFP, NUL and the GNWT's crown corporation, NWT Power Corporation (NTPC). The Town evaluated the Proposals and selected the Proposal from NTPC. Because this resulted in a change of franchise holder, the Cities, Towns and Village Act (CTV Act) section 91(5) applied. Section 91(5) provides that:

If a public utility franchise is not renewed, a municipal corporation may, with the approval of the Minister, purchase any or all of the rights under the franchise and any or all property used in connection with the franchise on terms agreed by the parties or, failing agreement, on terms determined by a sole arbitrator under the Arbitration Act.

In this case, the parties (NUL and the Town) were unable to agree to the terms of the asset purchase (the Purchase and Sale Agreement) and went to arbitration. There ensued six years of arbitration, NUL court appeals to arbitrator decisions, and negotiation of required agreements. The arbitration and court processes largely concluded with a final arbitrator's decision issued on November 22, 2021. Among other decisions, the arbitrator awarded costs to the Town.

With the outstanding issues around the Purchase and Sale Agreement with NUL resolved, the Town must now finalize the asset sale agreement and new franchise agreement with NTPC. The granting of the new franchise to NTPC must be approved by bylaw, but not the actual terms and conditions of the franchise agreement as those are within the purview of the Town Council.

### The Asset Sale Agreement with NTPC

On February 29, 2016 NTPC and the Town signed a legally binding letter of intent (LOI) pertaining to the electrical distribution franchise. The LOI addressed several important transitional matters including:



# REPORT TO COUNCIL

**DEPARTMENT:** OFFICE OF SAO

**Date:** April 25, 2022

**SUBJECT:** Electrical Franchise – Request for Ministerial Exemption

- A commitment that NTPC will pay the Town for the assets the same price the Town paid NUL;
- A commitment that NTPC will loan the Town the full financing required to purchase NUL's assets and that this loan will be repaid with the proceeds from NTPC's purchase of those assets from the Town. Both transactions to occur simultaneously on closing. This in/out transaction essentially means the Town is never in debt relative to the purchase of the assets.

Further implementation details of the loan/purchase agreement will be included in a Contribution Agreement between NTPC and the Town.

## The New Franchise Agreement with NTPC

NTPC's July 24, 2015 Proposal in response to the Town's RFP included a draft Franchise Agreement. The LOI stated that the final franchise agreement will contain conditions consistent with the terms of the LOI and the draft franchise agreement presented in the NTPC Proposal. Although there is some room for negotiation, a substantive departure from the Franchise Agreement terms contained in the NTPC Proposal would be legally difficult.

The CTV Act section 91 provides that:

Subsection (1) – The grant of a public utility franchise by a municipal corporation to any person must be by bylaw approved by the voters.

Subsection (2) – Notwithstanding subsection (1), the Minister may, by order made at the request of council, exempt the public utility franchise bylaw from the requirement for approval of the voters.

The Town and NTPC are very close to finalizing the terms of the new franchise agreement as it must be largely consistent with the franchise terms laid out in the NTPC Proposal and the LOI. However, to be compliant with subsection 91(1) and (2), the Town must secure Ministerial approval for an exemption from approval by the voters of the bylaw granting a new franchise to NTPC. It is important to note that the Ministerial exemption required does not involve approval of the actual terms of the franchise agreement as those terms are within the purview of the Town Council.

At this point there is little latitude respecting the terms of the negotiated franchise agreement, and the transition of the franchise from NUL to NTPC has progressed so far that seeking voter approval of the bylaw granting the franchise to NTPC would have little practical meaning. Non-approval by the voters would have very serious financial and legal implications for the Town and



# REPORT TO COUNCIL

**DEPARTMENT:** OFFICE OF SAO

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**SUBJECT:** Electrical Franchise – Request for Ministerial Exemption

NTPC, and further delay and disrupt the electrical franchise transition process which has already consumed over six years of time and effort.

It should be noted that the Town and the GNWT have held frequent discussions concerning the electrical franchise transition during this long process, including at the Minister/Premier level. The latest formal meeting occurred on September 22, 2021 and resulted in an October 28, 2021 letter from the Minister Responsible for NTPC to the Mayor in which GNWT support for the franchise change was confirmed.

The PUB is also involved in this process as NTPC must file the Franchise Agreement with the PUB before it commences providing service pursuant to the Franchise Agreement (PUB Act section 37). PUB will also be reviewing rate implications for Hay River consumers when it reviews and approves NTPC's interim and final rate submissions for its new customers in Hay River.

## MACA Discussions

The Town SAO has had a number of discussions with MACA officials concerning the electrical franchise transition process. In a March 16, 2022 e-mail, MACA advised that it required a written request from the Town for the exemption along with the Town Council Motion that supports the request. MACA suggested it should take approximately six weeks to process the request and communicate the Minister's decision. In a further March 28, 2022 e-mail, MACA advised that it had all the pertinent information it required to process the Town's exemption request.

## **COUNCIL POLICY / STRATEGY OR GOAL:**

Reduce Electrical Costs for Hay River

## **APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

CTV Act  
2019-2023 Town of Hay River Strategic Plan

## **FINANCIAL IMPLICATIONS:**

N/A

## **ALTERNATIVES TO RECOMMENDATIONS:**

Proceed with public voter approval process



# REPORT TO COUNCIL

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**DEPARTMENT:** OFFICE OF SAO

**Date:** April 25, 2022

**SUBJECT:** Electrical Franchise – Request for Ministerial Exemption

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**ATTACHMENTS:**

N/A

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**Prepared by:**  
Glenn Smith  
SAO  
April 22, 2022



## **Bylaw No. Bylaw 2240A - 22**

### **9a) Management and Excluded Employees Personnel**

**The Town of Hay River**

**Northwest Territories**



**Bylaw No. 2240A-22**

**Management and Excluded Personnel Employment Bylaw**

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)**  
**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**  
**IN THE NORTHWEST TERRITORIES**

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A Bylaw of the Municipal Corporation of the Town of Hay River in the Northwest Territories to provide conditions of employment for management and excluded personnel pursuant to the provisions of the Cities, Towns and Villages Act, S.N.W.T. 2003, c.22, s.48.

WHEREAS the Municipal Corporation of the Town of Hay River deems it necessary to establish conditions of employment for management personnel.

NOW THEREFORE the Council of the Town of Hay River is session duly assembled enacts as follows:

**1. SHORT TITLE**

This By-law may be cited as the MANAGEMENT and EXCLUDED PERSONNEL EMPLOYMENT BYLAW.

**PURPOSE:**

This bylaw applies to all management and excluded employees of the Town except where the Town and an employee have a written agreement that certain provisions will not apply. In the case of any inconsistency between this bylaw any written agreement between the Town and an employee, the written agreement shall apply.

**2. INTERPRETATION**

In this Bylaw:

- (a) "COUNCIL" means the Council of the Town of Hay River.
- (b) "TOWN" means the Town of Hay River.
- (c) "SENIOR ADMINISTRATIVE OFFICER" means the Senior Administrative Officer of the Town of Hay River or designate

**3. DEFINITIONS**

- (a) "DAY" means working day between the hours of 8:00 AM and 5:00 PM totalling (7 1/2 hours).
  - (b) "DAY OF REST" means a day on which the employee is not ordinarily required to perform the duties of their position. Such days do not include a holiday or days that the employee is absent on approved leave.
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**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)**  
**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**  
**IN THE NORTHWEST TERRITORIES**

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- (c) "EMPLOYEE" means a person employed by the Town in a managerial or excluded function as included in Appendix "A" to this By-Law.
- (d) "HALF DAY" means the A.M. or P.M. of a normal working day.
- (e) "HOLIDAY" means the twenty-four-hour period commencing at 12:01 AM of a day designated as a paid holiday in this By-law.
- (f) "IMMEDIATE FAMILY" means father, mother, brother, sister, spouse (including common-law), child or ward, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (g) "MANAGEMENT PERSONNEL" means employees of the Town outlined in Appendix "A" of this By-law.
- (h) "POSITION" means an aggregation of duties, tasks, and responsibilities requiring the services of one employee.
- (i) "PROBATION" means a period of six (6) months from the day upon which an employee is first appointed to a permanent position, or a period of six (6) months after an employee has been transferred or promoted to another position within the Town, except for the Senior Administrative Officer position which is one (1) year.
- (j) "PROMOTION" means the appointment of an employee to a position, which has a higher maximum rate of pay than their present position.
- (k) "VACATION YEAR" means January 1 to December 31 of any year.

**4. RATES OF PAY**

The Senior Administrative Officer shall provide rates of pay for management and excluded employees, in accordance with Appendix "B" attached to and forming part of this bylaw.

**5. DISCRIMINATION**

The Town and the employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practised in respect to any employee, by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)**  
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granted, union membership or activity, or for exercising their rights under this bylaw.

**6. SAFETY AND HEALTH**

The Town will continue to make every reasonable effort to maintain all equipment and facilities directly relating to the occupational health and safety of its employees in a good state of repair.

**7. CONFLICT OF INTEREST**

Employees must disclose all outside business, employment, and volunteer work to the Town.

No employee may undertake any business, employment, or volunteer work during or outside their regularly scheduled hours of duty, if:

- (a) there is a conflict between the duties the employee is required to perform in that business, employment or volunteer work and the duties the employee is required to perform for the Town; and/or
- (b) the employee exploits, either directly or indirectly, any confidential information acquired in the course of their employment with the Town; and/or
- (c) the performance of the employee's duties in the outside business, employment or volunteer work impacts adversely on the performance of the duties the employee is required to fulfil for the Town.

Upon the Town notifying the employee in writing that the employee must cease their outside business, employment or volunteer work for any of the reasons cited above, the employee must take immediate steps to abide by that direction. If the employee does not cease their outside activities within thirty (30) calendar days, or any longer period of time as mutually agreed to between the Town and the employee, the employee may be disciplined or discharged for cause.

**8. PROFESSIONAL ASSOCIATIONS**

- (a) The Town will support the involvement of members of its managerial staff in professional associations, where benefit will be derived to both the Town and the employee. The Town subject to approval of the Senior Administrative Officer will pay annual membership to such associations.
- (b) Subject to the approval of the Mayor and the Senior Administrative Officer, and only when operational requirements permit, the Town will pay travel costs and expenses of a managerial employee who is duly elected by their peers to attend an association executive meeting. Such expenses will only be paid in the instance where such expenses are not paid by the association.

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)  
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER  
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**9. GRIEVANCE PROCEDURE**

- (a) A management employee who feels aggrieved by the interpretation or application of this By-law, or by disciplinary action, shall have the right to present a formal written grievance to the Senior Administrative Officer within ten (10) calendar days of the incident.
- (b) Upon receipt of a grievance, the Senior Administrative Officer shall investigate the grievance and render a decision within thirty (30) calendar days. A decision made by the Senior Administrative Officer shall be final.

**10. PROBATION**

An employee who is hired, promoted, or transferred to a different position shall be subject to a probationary period as outlined below:

Senior Administrative Officer - One (1) Year  
Group 3, 4, 5, 6, 7, 8 - Six (6) Months

The term of probation may be extended at the recommendation of the SAO and/or Human Resources. A probationary period shall not be extended by more than six (6) months.

All new employees shall have a performance evaluation at the following frequency:

Group 3, 4, 5, 6, 7, 8 - 3 Months, and 2 Weeks prior to the end of the probationary period

These performance reviews and any disciplinary actions during the probationary period will form the basis for any recommendation with respect to the ongoing status of the probationary employee.

If, during such probationary period, where the employee has been transferred or promoted, the Town decides that the employee does not satisfactorily perform the duties of the position, or is otherwise unsuitable for the position, the employee may be reinstated in their former position, or an equivalent classification, or shall be terminated.

Where the employee is new employee and the Town decides that the employee does not satisfactorily perform the duties of the position, or is otherwise unsuitable

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)**  
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for the position, the employee shall be terminated.

The employee shall be advised of whether they have been successful in their probation, in writing prior to expiry of the probationary period.

**12. JOB DESCRIPTIONS**

When an employee is first engaged or when an employee is re-assigned to another position, the Town shall, before the employee is assigned to that position, provide the employee with the job description of the position to which the employee is assigned.

**13. EMPLOYEE PERFORMANCE AND EMPLOYEE FILES**

(a) When a formal employee performance appraisal is made, the employee concerned must be given the opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read.

(b) Upon request of an employee, the personnel file of the employee will be made available for examination in the presence of the Senior Administrative Officer or designate.

**14. HOURS OF WORK**

(a) The normal workweek for the following administrative employees shall be thirty-seven and one half (37 1/2) hours, Monday to Friday inclusive and the hours of work shall be scheduled so that employees work seven and one half (7 1/2) hours per working day, exclusive of lunch periods:

Senior Administrative Officer  
Director of Public Works & Planning  
Director of Finance & Administration  
Director of Protective Services  
Director of Recreation & Community Services  
Manager, Human Resources  
Council Administrator

**15. PAY ADMINISTRATION**

**15.1 Regular Pay**

(a) Employees are entitled to be paid for services rendered at the rate of pay specified in Appendix "B" for the classification of the position to which they have been appointed.

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**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)**  
**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**  
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- (b) Employees shall be paid on a bi-weekly basis with paydays being every second Friday. In the event that a payday Friday is a paid Statutory Holiday, then the payday will be the Thursday immediately before the Statutory Holiday.
- (c) Where cheques are distributed to employees at their place of work, they shall be placed in envelopes and sealed.

**15.2 Acting Pay**

- (a) Employees required to perform the duties of a higher classification level on an acting basis shall be paid acting pay from the date upon which the employee commenced to act. The employee required to act in a higher classification shall be paid for all hours worked the greater of the rate of pay equal to the minimum level of pay for the position being filled or a flat rate of \$3.00 per hour.
- (b) At no time shall an employee who is serving in another position on an acting basis, receive less than their own current pay rate.

**15.3 Performance Pay Increases**

- (a) Performance Pay Step increases will occur on the anniversary date at the discretion of the Employer, through the Senior Administrative Officer, and will be based on annual performance review whereby the Employee receives a satisfactory or better performance evaluation.

**15.4 Lieu Time**

An employee shall receive fifteen (15) days of paid leave, in lieu of overtime, call-out pay or stand-by pay in each fiscal year. Any lieu time balance remaining by an employee at the end of the fiscal year will be liquidated in cash and not carried over.

**16. TERMINATION**

(a) Rejection on Probation

Where an employee has been employed for less than ninety (90) days, the employee may be terminated without pay and without notice. Where an employee has been

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employed for ninety (90) days or more, and the employee is still within the probationary period, the Town may terminate the employee upon providing the employee with two (2) weeks' notice of termination, or pay in lieu thereof.

(b) Termination Without Cause

Following successful completion of the probationary period, an employee's employment may be terminated without cause, by providing the employee with the following, up to a maximum of twenty-eight (28) weeks' notice:

- (i) two (2) weeks of notice for the first completed year of employment, plus
- (ii) two (2) weeks of notice for the second completed consecutive year of employment, plus
- (iii) one (1) additional week of notice for each succeeding completed year of continuous employment.

The Town may, at its discretion, choose to provide the employee with pay in lieu of notice in an amount equal to the amount of Salary and benefits which the Employee would be entitled to receive as notice under this section, for some or all of the notice period, again to a maximum payment equal to twenty-eight (28) weeks' Salary and benefits. This amount shall be paid to the Employee as a lump sum.

(c) Termination for Just Cause

The Town may terminate the employee's employment at any time, without notice, for just cause.

(d) Resignation

An employee may terminate their employment with the Town, at any time by providing the Employer with at least three (3) months' written notice of the resignation. Following receipt of the notice of resignation, the Town may choose not to require the employee to attend work for some or all the notice period.

**17. DESIGNATED PAID HOLIDAYS**

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- (a) The following days shall be designated paid holidays for employees:
  - (i) New Year's Day
  - (ii) Good Friday
  - (iii) Easter Monday
  - (iv) The day fixed by the Governor General for observance of the birthday of the reigning sovereign
  - (v) National Indigenous Peoples Day
  - (vi) Canada Day
  - (vii) The first Monday in August
  - (viii) Labour Day
  - (ix) Thanksgiving Day
  - (x) Remembrance Day
  - (xi) Christmas Day
  - (xii) Boxing Day and
  - (xiii) Any day declared a Civic Holiday by the Town
  
- (b) Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the designated paid holiday shall not count as a day of leave.
  
- (c) When a paid statutory holiday occurs on a Saturday or a Sunday, the holiday shall be observed on the first working day following the Saturday or Sunday.

**18. VACATION LEAVE**

- (a) For each calendar month in which an employee receives at least ten (10) days' pay the employee shall earn vacation leave at the following rates:
    - (i) One and one quarter (1 1/4) days per calendar month, if the employee has completed less than five (5) years of continuous employment. (15 days per year).
    - (ii) One and two thirds (1 2/3) days per calendar month, upon completion of five (5) years and less than ten (10) years of continuous employment. (20 days per year).
    - (iii) Two and one twelfth (2 1/12) days per calendar month upon completion of ten (10) years and less than fifteen (15) years of continuous employment. (25 days per year).
    - (iv) Two and one-half days (2 1/2) per calendar month upon completion of fifteen (15) years and less than twenty (20) years of continuous employment. (30 days per year).
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- (v) Two and eleven twelfths (2 11/12) days per calendar month upon completion of twenty (20) years of continuous employment (35 days per year).
- (b) Where in any vacation year an employee has not taken all of their vacation leave, carry-over may be allowed, but only with the approval of the Senior Administrative Officer. The Senior Administrative Officer shall seek approval from the Mayor for any carry-over of their vacation leave. Annual leave credits which have been carried over and which exceed one (1) year entitlement shall be liquidated in cash at the end of that subsequent vacation year.
- (c) Applications for annual vacation leave must be approved by the employee's supervisor; the Mayor's approval being required for the Senior Administrative Officer's annual leave.
- (d) Applications for annual vacation leave must be on the basis of leave credits earned up to the time of the period applied for. Vacation leave may be advanced, at the discretion of the Town, to a maximum of the anticipated vacation leave entitlement for the current year.
- (e) Where an employee's employment terminates, the employee shall be required to repay the Town for any advanced vacation that has not been earned. The Town is entitled to deduct the amount owing from any monies owing to the employee at the time of termination.
- (f) Consideration for approving applications for annual vacation leave will be based on length of service of the employee and will be at the discretion of the employee's supervisor and operational requirements.
- (g) When an employee is called back to work while on annual leave, the employee shall be compensated for any penalties the employee must pay because of changes to travel arrangements as well as costs associated with returning to work and then, back to the location where the employee was when the call-back was initiated.
- (h) No annual leave credits shall be liquidated during the time an employee is on duty due to call-back or travelling because of a call-back.

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- (i) An employee shall be granted two (2) days leave with pay once each vacation year for the purpose of travel when taking annual vacation, provided the employee liquidates at least five (5) days of vacation leave. Travel days are not accumulated from year to year, unless the employee is prohibited by the Town from taking vacation in any vacation year.
- (j) If an employee is granted a leave of absence of more than four (4) weeks, vacation entitlement shall be reduced in the proportion that the number of weeks of leave bears to fifty-two (52) weeks.

Example:

$$\frac{6 \text{ weeks' leave} \times 15 \text{ days}}{52 \text{ Vacation}} = 2 \text{ days reduction}$$

**19. SICK LEAVE**

- (a) Employees shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days per month in which the employee has earned pay for at least ten (10) days.
  - (b) Sick leave earned and not used by an employee shall be accumulated from year to year, to a maximum of one hundred and twenty (120) days.
  - (c) Sick leave payments or credits shall not be given to employees during leaves of absence, lay-offs, disciplinary suspensions, days on which the employee is otherwise paid by the Town, maternity or parental leave.
  - (d) The employee shall inform the Senior Administrative Officer or designate as soon as possible of their inability to report to work because of injury, illness and/or sickness. The employee shall make every reasonable effort to inform the Town of their return to duty in advance of that date.
    - (i) Unless otherwise informed by the Town, a statement signed by an employee, describing that because of injury, sickness and/or illness the employee was unable to perform their duties, shall be considered as meeting the Town's requirements, provided that the period of the absence does not exceed three (3) days.
  - (e) An employee must provide a medical certificate in the following situations:
    - (i) The employee has been absent from work for reasons of injury, sickness and/or illness for more than three (3) consecutive days.
    - (ii) The employee has been absent from work for reasons of injury,
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sickness and/or illness for a total of more than ten (10) intermittent days during any twelve (12) month period, in which case all subsequent absences must be supported by a medical certificate;

Failure to furnish a medical certificate upon request may void the employee's claim for benefits (pay) and may, in addition, result in disciplinary penalties.

- (f) Sick leave payments or credits shall be given to employees during annual vacation leave only if the employee submits a medical certificate from a qualified medical practitioner outlining the nature of injury, sickness and/or illness suffered by the employee, the date of their visit to the medical practitioner, and the actual dates during which the employee was injured, sick and/or ill. Such certificate must be submitted to the Senior Administrative Officer within three (3) days of the employee's return to work from their vacation.
- (g) In a case where an employee has insufficient or no sick leave credits to cover the granting of sick leave with pay, at the discretion of the Town, the employee may be granted sick leave credits in advance, to a maximum of fifteen (15) days, which shall be charged against future credits earned. An employee is required to use accrued vacation leave before sick leave credits will be advanced.
- (h) In the event that an employee is granted advance sick leave credits and then their employment is terminated for any reason before the employee earns and pays back their sick leave advance, or any portion of it, then the outstanding amount of the advanced sick leave represents a debt owing by the employee to the Town. The Town is entitled to deduct the debt from any monies owing to the employee at the time of the termination of employment.
- (i) In circumstances where an employee is entitled to receive benefits from any other source as a result of their injury, sickness and/or illness, the employee is entitled to draw on their accrued sick leave benefits only to the extent required to ensure that the total amount of the benefit received from all sources equals their normal earnings.

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**20. SPECIAL AND OTHER LEAVE**

**20.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee who is either actively employed or on paid vacation shall be entitled to bereavement leave at their regular rate of pay for their normal hours of work, for six (6) working days following the day of the death. Such days of bereavement leave need not be either consecutive or in the same week to facilitate funerals that are delayed.

An employee on vacation leave at the time of bereavement shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

**20.2 Paid Personal Leaves of Absence**

An employee while employed by the Town and not on annual vacation, sick leave, or other approved leaves of absence including parental or maternity leave, may be granted up eight (8) cumulative paid days for personal leaves of absence during each year of this bylaw. Such leaves of absence are intended to permit the employee to attend to the following:

- (i) serious domestic emergencies, such as family illness or a requirement to accompany a family member (spouse, child, or parent of employee who resides with the employee, or a child who does not reside with the employee, but who is 23 years old or younger and is in full-time attendance at a post-secondary institution), urgent or unexpected care of a child or parent residing with the employee or a requirement to accompany a family member to a medical or dental appointment;
- (ii) Attending a funeral as pallbearer or mourner in the case of a death that is not in the employee's immediate family.
- (iii) Where an employee is required to travel to a Medical Centre outside Hay River to secure medical treatment, or to act as a non-medical escort for a member of their immediate family

The employee will endeavour to provide the Town with as much advance notice as possible.

Employees shall be granted up to two (2) hours of leave with pay to attend to an

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appointment during working hours with a doctor, dentist, or school. Employees shall be granted up to four (4) hours of leave with pay per calendar year to attend to an appointment during working hours with a lawyer or bank official.

**20.3 Leave for Birth or Adoption of a Child**

An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth or adoption of a child. This leave does not need to be taken consecutively.

**20.4 Marriage Leave**

After the completion of one year's continuous employment, an employee who gives the Town at least twenty (20) days' notice shall be granted special leave with pay for a period of up to five (5) days for the purpose of getting married.

**20.5 Leave for Court Appearance**

- (a) The Town shall grant paid leave to employees other than employees on leave without pay who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Town all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Town.
- (d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.

**20.6 Elections**

An employee eligible to vote in a Federal or Territorial election or referendum is entitled to four (4) consecutive hours to vote during the hours that the polling stations are open. Any employee eligible to vote in a Municipal election or referendum shall be granted sufficient time off from work in which to cast their ballot.

**20.7 General Leave**

Notwithstanding any other provision for leave in this Agreement, the Town may

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grant leave of absence without pay to any employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Town.

20.9 Educational Leave

- (a) Educational leave with full financial assistance may be granted to employees to attend courses relevant to their job requirements to a maximum of ten (10) days per year. Requests for educational leave shall be in writing and approved by the Senior Administrative Officer.

20.10 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable periods as may be determined by the Town, but no longer than thirty (30) days, where it is determined by the Workers' Compensation Board that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of their employment.

If the employee agrees to pay the Town any amount received by them for loss of wages in settlement of any claim the employee may have in respect of such injury or sickness

20.11 Compassionate Care Leave

The Town shall grant an employee compassionate care leave without pay to allow for the employee to provide care for a critically ill member of the employee's immediate family, in accordance with the provisions of the Northwest Territories *Employment Standards Act*.

20.12 Maternity Leave and Parental Leave

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- (a) Every employee who has completed six (6) months of continuous service with the Employer is entitled to maternity leave without pay up to seventeen (17) weeks, provided the employee provides the Employer with a certificate of a qualified medical practitioner certifying that the employee is pregnant. Maternity leave can commence not earlier than eleven (11) weeks prior to the estimated termination date of pregnancy and end not later than seventeen (17) weeks following the actual termination date of pregnancy.
- (b) After completion of six (6) months continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with this Section.
- (i) An applicant under Section 20.12 (b) shall sign an agreement with the Employer providing:
    - A. That she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work.
    - B. That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
  - (ii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Section 20.12(b)(i), the employee recognizes that she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a pro-rated basis.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
- (i) For the first week, payments equivalent to 93% of her weekly rate of pay in effect on the day immediately preceding the
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commencement of the maternity leave. For up to a maximum of an additional 15 weeks' pay, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employee Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- (ii) A. for a full-time employee the weekly rate of pay referred to in Section 20.12(c)(i) shall be the weekly rate of pay in effect immediately preceding the commencement of the maternity leave.

(B) for part-time employees the weekly rate of pay referred to in Section 20.12(c)(i) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six-month period of continuous service.

- (iii) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Section 20.12(c)(i), the payments shall be adjusted on the effective date.

- (d) Every employee who has completed six (6) months of continuous service with the Employer is entitled to either Standard or Extended parental leave without pay where the employee has or will have actual care and custody of a new born child, commences legal proceedings to adopt a child or obtains an order for the adoption of a child. The parental leave options are:

- (i) Standard Parental Leave: for a single period of up to thirty-seven (37) consecutive weeks, to be taken during the fifty-two (52) week period immediately following the day the child is born, or in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or
- (ii) Extended Parental Leave: for a single period of up to sixty-three (63) consecutive weeks, to be taken during the seventy-eight (78)
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week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.

- (e) Where an employee is taking both maternity and parental leave, the employee must commence parental leave immediately on the expiration of maternity leave, and the total amount of maternity and parental leave cannot exceed fifty-two (52) weeks for Standard Parental Leave, and seventy-eight (78) weeks of leave for Extended Parental leave.
- (f) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for Standard Parental Leave, and sixty-three (63) weeks for Extended Parental Leave, for both employees combined. Where the employee-couple is eligible for the Employment Insurance (EI) Sharing Benefit, the total for Standard Parental Leave shall be forty-two (42) weeks and the total for Extended Parental Leave shall be seventy-one (71) weeks for both employees combined.
- (g) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for Standard Parental Leave, and seventy-eight (78) weeks for Extended Parental Leave, for both employees combined. Where the employees are eligible for the EI Sharing Benefit, the total for Standard Parental Leave shall be fifty-seven (57) weeks and the total for Extended Parental Leave shall be eighty-six (86) weeks for both employees combined.
- (h) After completion of 6 months continuous employment with the Employer, an employee who provides the Employer with proof that they have applied for and are in receipt of employment insurance benefits pursuant to the parental benefit portion of the Employment Insurance Act, shall be paid a parental leave allowance in accordance with this Article.
- (i) An applicant under Section 20.12(h) shall sign an agreement with the Employer providing:
  - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after their return to work; and

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- (ii) that they will return to work on the date of the expiry of their parental leave, unless this date is modified with the Employer's consent.
  - (j) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Section 20.12(h)(i), the employee recognizes that they are indebted to the Employer for the amount received as Parental allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis.
  - (k) In respect of the period of parental leave, parental leave allowance payments made will consist of the following:
    - (i) Where there is a waiting period under Employment Insurance benefits for the first week, a payment equivalent to 80% of their weekly rate of pay. For a period of up to an additional ten (10) weeks during which the employee is in receipt of Employment Insurance Parental Benefits, payments equivalent to the difference between 80% of their weekly rate of pay, and the amount of Employment Insurance benefits that the Employee is entitled to receive under Standard Parental Benefits.
    - (ii) Where the employee has received Employment Insurance benefits for the full ten (10) weeks and thereafter remains on leave without pay, a payment equivalent to eighty percent (80%) of the employee's weekly rate of pay for a final week, less any monies earned during this period, unless the employee has already received the one (1) week of allowance in Section 20.12(c)(i) for the same child.
    - (iii) Where there is no waiting period under Employment Insurance benefits, the employee will receive for up to twelve (12) weeks, a payment equal to the difference between eighty (80%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits the employee is entitled to under Standard Parental Benefits.
    - (iv) The for the purposes of determining the Parental Leave Allowance in this Article:
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- A. for a full-time employee the weekly rate of pay referred to in Section 20.12(k) shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave.
  - B. for part-time employees the weekly rate of pay referred to in Section 20.12(k) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the parental leave and averaged over the six-month period of continuous service.
- (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause Section 20.12(k), the payments shall be adjusted on the effective date.
  - (vi) Where the employee elects to receive Extended Parental Employment Insurance Benefits over a period of up to sixty-three (63) weeks, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same parental leave allowance payments that the employee would be entitled to have the employee received Standard Parental Employment Insurance Benefits over a period of up to thirty-seven (37) weeks.
- (l) An employee who intends to take leave without pay under paragraphs (a) or (d) shall provide the Employer with at least four (4) weeks' notice in writing unless there is a valid reason why such notice cannot be given, and inform the Employer of the length of the leave intended to be taken.
  - (m) With the consent of the Employer, an employee may return to work prior to the completion of pregnancy or parental leave.
  - (n) A pregnant employee who is unable to perform an essential element of the employee's job, and for whom no appropriate alternative job is available may be required by the Employer to take a leave of absence without pay from employment for such time as the employee is unable to perform that essential element. The burden of proving that the employee is unable to perform an

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essential element of the job rests with the Employer.

- (o) When a pregnant employee produces a statement from the employee's physician that the employees' working condition may be detrimental to the employee's health or that of the foetus, the Employer will either: change those conditions; temporarily transfer the employee to another position with equal pay; or allow the employee to take a leave of absence without pay for the duration of the pregnancy.
- (p) An employee who takes parental leave and/or pregnancy leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced. Where for any valid reason the Employer cannot reinstate an employee into the same position, the employer shall reinstate the employee into a comparable position with the same wages and benefits.
- (q) An employee who takes parental and/or pregnancy leave shall continue to accrue seniority during the period of the leave. Any period of leave shall be considered for pay increment purposes.
- (r) An employee who takes parental and/or pregnancy leave shall continue to be entitled to health and disability benefits, provided that, for the period of the leave, the employee continues to pay the employee's portion of benefits for the period of leave.

**20.13 DOMESTIC VIOLENCE LEAVE**

An employee who is experiencing domestic violence or who has a dependent child experiencing domestic violence shall be granted leave with pay up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security. Such leave shall generally be taken in full days, however, leave may be taken in half-days, with prior approval from the Employer.

Upon exhausting the five (5) days of paid leave, an employee shall be entitled to unpaid Domestic Violence Leave as set out under the Employment Standards Act.

An employee shall not be entitled to Domestic Violence Leave if the domestic violence is committed by the employee.

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**21. LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND LONG-TERM  
DISABILITY INSURANCE PLANS**

Employees shall participate in the Group Life, Accidental Death and Dismemberment and Short- and Long-Term Disability Insurance Plans as arranged for by the Town of Hay River.

All benefit plan matters, including coverage, claims, terms, conditions and specific eligibility requirements shall at all times be subject to and be governed by the terms and conditions of the plans or policies provided or underwritten by the respective carriers,

**22. GROUP BENEFIT PLAN**

**22.1 Dental Plan and Extended Health Benefits**

(a) The Town agrees to continue to provide the employees with coverage for benefits under the Dental Plan, the Extended Health Benefits, the Group Life Plan, the Weekly Indemnity (Short Term Disability) plan and the Long-Term Disability Plan.

**22.2 Employer and Employee Contributions to Benefit Plan Premiums**

(b) The Town and the employees will share the costs of the premium contributions on a 50/50 basis for the maintenance of the Extended Health Benefits Plan and the Dental Plan

(c) The Town pay the costs of the premium contributions for the maintenance of the Group Life Plan and Accidental Death and Dismemberment

(d) During the term of this agreement, the Employee pays the costs of the premium contributions for the maintenance of the Long- and Short-Term Disability Plans

(e) Notwithstanding Section 22.2(a), 22.2(b), and 22.2(c), the Town will pay the costs of premium contributions for the following benefit plans for the Senior Administrative Officer:

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Group Life Plan and Accidental Death and Dismemberment  
Extended Health Benefits  
Dental Plan

**22.3 Pension**

- (a) The Town shall participate in an RRSP matching program with management and excluded employees. The Town shall withhold an amount equal to 6.6% of the employee's biweekly salary to be deposited in the employee's RRSP. The Town shall equally contribute an amount equal to 6.6% of the employee's biweekly Salary towards the employee's RRSP.
- (b) An employee may request, in writing, at least thirty (30) days in advance, that the Town's contribution be deposited to a Tax-Free Savings Account established by the employee instead of the employee's RRSP. If the employee chooses to have the Town's contribution deposited in a Tax-Free Savings Account, the Town will cease to withhold the employee's portion of the contribution from the employee's Salary.

**23. USE OF EMPLOYEE OWNED MOTOR-VEHICLES**

Where an employee is required to use their own motor vehicle on any Town business, the employee shall be entitled to a car allowance as set out and maintained by the Government of the Northwest Territories (GNWT)..

**24. ALLOWANCES**

**24.1 Northern Travel**

\$15,000 of the employee's pay shall be designated as travel allowance.

**24.2 Northern Living Allowance**

All permanent Excluded and Management employees shall receive a monthly Northern Living Allowance of \$500.00 for each calendar month for which the employee earns pay for at least ten (10) days. The Northern Living Allowance shall be paid on a bi-weekly basis.

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)  
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER  
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24.3 – Cellular Telephone Allowance:

The Employer shall in its discretion provided management and excluded employees with a cellular telephone allowance. The employer will reimburse the employee for a monthly cost up to \$120.00 upon submission of cellular telephone bill receipt. Alternatively, the employer will provide the employee with a cellular telephone.

24.4 Internet Allowance:

The Employer shall with in its discretion provide management and excluded employees with Internet access at the employee's residence through the Towns' wireless network at no cost. This service will commence as soon as possible upon installation of the equipment necessary to provide the Internet access.

Should the Town's wireless network be unavailable to an employee because of the location of the employee's residence, the Employer will reimburse the employee for the monthly cost of employee's home Internet access up to \$120.00 per month, upon submission of a copy of the employee's Internet access bill.

24.5 Duty Travel

- (a) Employees shall be entitled to reimbursement of expenses for meals, incidentals and vehicle travel (where travel by vehicle is the most economical means) incurred while carrying out duties on behalf of the Town of Hay River in the amounts set out and maintained by the GNWT
- (b) A claim for reimbursement shall be accompanied by receipts for the expenditures claimed excluding receipts for meals, incidentals, private accommodation and kilometre rate where a privately owned vehicle is used.

**25. LEGAL AID**

The Town will indemnify and save harmless any employee for any action, claim, cause or demand whatever that may be made or arise out of the employee carrying out their official duties.

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)  
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**26. VARY TERMS OF EMPLOYMENT**

- (a) Notwithstanding any other provision of this bylaw, Council may negotiate a contract for terms of employment with the Senior Administrative Officer that varies from the provision of this bylaw, and where there are any discrepancies between the contract and this bylaw, the contract shall prevail. However, the provisions of this bylaw shall apply to all matters set out in this bylaw which are not dealt within the negotiated contract.
- (b) Notwithstanding any other provision of this bylaw, the Senior Administrative Officer may negotiate terms of employment with Management Personnel that vary from the provisions of this bylaw and where there are any discrepancies between the negotiated terms of employment and this bylaw the negotiated terms of employment shall prevail. However, the provisions of this bylaw shall apply to all matters set out in this bylaw which are not dealt within the negotiated terms of employment.

**27. DURATION OF CONTRACT**

The provisions of this By-law shall remain in force and effect until such time that a new By-law is enacted.

**28. AMENDMENT**

Bylaw No 2240 is hereby amended.

**29. FORCE AND EFFECT**

This Bylaw shall take force and effect upon the date of its final passage.

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)  
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER  
IN THE NORTHWEST TERRITORIES**

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**READ A FIRST TIME** this 21<sup>st</sup> day of March, 2021

\_\_\_\_\_  
Mayor

**READ A SECOND TIME** this 21<sup>st</sup> day of March, 2021.

\_\_\_\_\_  
Mayor

**READ A THIRD AND FINAL TIME** this     day of     , 2021

\_\_\_\_\_  
Mayor

CERTIFIED that this bylaw has been made in accordance with the requirements of the CITIES, TOWNS AND VILLAGES ACT, S.N.W.T. 2003, C.22, s48 and the bylaws of the Municipal Corporation of the Town of Hay River on this     day of     , 2021.

\_\_\_\_\_  
Senior Administrative Officer

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)  
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER  
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APPENDIX "A"

Management and Excluded Personnel Employee Position Titles

GROUP

- 8 DIRECTOR OF PUBLIC WORKS & PLANNING
- 8 DIRECTOR OF FINANCE & ADMINISTRATION
- 8 DIRECTOR OF PROTECTIVE SERVICES
- 8 DIRECTOR OF RECREATION & COMMUNITY SERVICES
- 7 MANAGER, HUMAN RESOURCES
- 5 COUNCIL ADMINISTRATOR

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)  
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER  
IN THE NORTHWEST TERRITORIES**

**APPENDIX "B"**

**Annual Salary - 2019**

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8 (Mgmt)	117,880.35	124,307.78	130,067.99	137,484.90	143,806.98	150,858.25	157,083.25
7 (Mgmt)	91,240.50	96,037.50	101,088.00	106,411.50	112,008.00	117,897.00	124,117.50
6 (Mgmt)	82,922.46	86,798.75	90,874.38	96,709.99	101,276.23	106,069.69	110,279.59
5 (Mgmt)	75,756.54	79,492.36	83,003.12	86,849.36	90,899.17	95,164.85	100,069.86
4 (Mgmt)	57,844.83	61,040.48	64,131.80	67,227.26	70,318.58	73,413.00	76,503.26
3 (Mgmt)	53,097.85	55,871.06	58,644.26	61,414.37	64,189.64	66,960.78	69,733.98

**Annual Salary - 2020 - .5%**

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8 (Mgmt)	118,469.75	124,929.32	130,718.33	138,172.32	144,526.01	151,612.54	157,868.67
7 (Mgmt)	91,696.70	96,517.69	101,593.44	106,943.56	112,568.04	118,486.49	124,738.09
6 (Mgmt)	83,337.07	87,232.74	91,328.75	97,193.54	101,782.61	106,600.04	110,830.99
5 (Mgmt)	76,135.32	79,889.82	83,418.14	87,283.61	91,353.67	95,640.67	100,570.21
4 (Mgmt)	58,134.05	61,345.68	64,452.46	67,563.40	70,670.17	73,780.07	76,885.78
3 (Mgmt)	53,363.34	56,150.42	58,937.48	61,721.44	64,510.59	67,295.58	70,082.65

**Annual Salary - 2021 - 1.25%**

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8 (Mgmt)	119,950.62	126,490.94	132,352.31	139,899.48	146,332.59	153,507.70	159,842.02
7 (Mgmt)	92,842.91	97,724.16	102,863.36	108,280.35	113,975.14	119,967.57	126,297.31
6 (Mgmt)	84,378.79	88,323.15	92,470.36	98,408.46	103,054.89	107,932.54	112,216.38
5 (Mgmt)	77,087.01	80,888.44	84,460.86	88,374.65	92,495.59	96,836.18	101,827.34
4 (Mgmt)	58,860.73	62,112.50	65,258.11	68,407.94	71,553.55	74,702.32	77,846.85
3 (Mgmt)	54,030.38	56,852.30	59,674.20	62,492.96	65,316.97	68,136.78	70,958.68

**Annual Salary - 2022 - 1.75%**

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9 (Mgmt)	129,600.00	137,833.30	146,066.70	154,300.00	162,533.30	170,766.70	179,000.00
8 (Mgmt)	122,049.76	128,704.53	134,668.47	142,347.72	148,893.41	156,194.08	162,639.26
7 (Mgmt)	94,467.66	99,434.33	104,663.47	110,175.26	115,969.71	122,067.00	128,507.52
6 (Mgmt)	85,855.41	89,868.81	94,088.59	100,130.61	104,858.35	109,821.36	114,180.16
5 (Mgmt)	78,436.04	82,303.99	85,938.93	89,921.21	94,114.26	98,530.82	103,609.32
4 (Mgmt)	59,890.79	63,199.47	66,400.13	69,605.08	72,805.74	76,009.61	79,209.17

**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)**  
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**IN THE NORTHWEST TERRITORIES**

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3 (Mgmt)	54,975.91	57,847.21	60,718.50	63,586.59	66,460.02	69,329.17	72,200.46
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**Annual Salary - 2023 - 2%**

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9 (Mgmt)	132,192.00	140,590.00	148,988.00	157,386.00	165,784.00	174,182.00	182,580.00
8 (Mgmt)	124,490.75	131,278.62	137,361.84	145,194.67	151,871.28	159,317.96	165,892.05
7 (Mgmt)	96,357.02	101,423.02	106,756.74	112,378.76	118,289.10	124,508.34	131,077.67
6 (Mgmt)	87,572.52	91,666.18	95,970.36	102,133.22	106,955.52	112,017.79	116,463.77
5 (Mgmt)	80,004.76	83,950.07	87,657.71	91,719.63	95,996.54	100,501.43	105,681.50
4 (Mgmt)	61,088.61	64,463.46	67,728.13	70,997.18	74,261.85	77,529.80	80,793.35
3 (Mgmt)	56,075.43	59,004.15	61,932.87	64,858.32	67,789.22	70,715.76	73,644.47

**Annual Salary - 2024 - 2%**

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9 (Mgmt)	134,835.84	143,401.08	151,967.76	160,533.72	169,099.68	177,665.64	186,231.60
8 (Mgmt)	126,980.57	133,904.19	140,109.08	148,098.57	154,908.70	162,504.32	169,209.89
7 (Mgmt)	98,284.16	103,451.48	108,891.87	114,626.34	120,654.88	126,998.51	133,699.22
6 (Mgmt)	89,323.97	93,499.51	97,889.77	104,175.88	109,094.63	114,258.14	118,793.04
5 (Mgmt)	81,604.85	85,629.07	89,410.86	93,554.03	97,916.48	102,511.46	107,795.13
4 (Mgmt)	62,310.38	65,752.73	69,082.70	72,417.12	75,747.09	79,080.39	82,409.22
3 (Mgmt)	57,196.94	60,184.24	63,171.53	66,155.48	69,145.00	72,130.07	75,117.36