



Town of Fort Smith Corporate Services Committee

Tuesday, April 10, 2018, at 7:00 pm.

AGENDA

1. Call to Order
2. Delegation
3. Declaration of Financial Interest
4. Review
 - a. Agenda
 - b. Minutes
 - c. Vision, Values and Goals
 - d. Strategic Plan
5. Governance
 - a. Council Priorities
 - i. Property Tax Issues
 - ii. Commissioner's Land within Municipal Boundaries
 - iii. Fire Abatement
 - iv. GNWT Job Reductions
 - v. Aurora College Program Review
 - vi. Boundary Expansion
 - vii. Road to Garden River
 - viii. Youth Crime
6. Finance
 - a. Accounts Paid Part I
 - b. Accounts Paid Part II
7. Human Resources
8. Lands
9. Economic Development
 - a. Tourism and Trade Advisory Board
10. Information Technology
11. Bylaw/Policy Review and Development
 - a. Bylaw 989 2018 Mill Rate Bylaw
12. Administration
 - a. Briefing Note –CPI Funding Agreement
 - b. Briefing Note –O&M Funding Agreement
 - c. Briefing Note –Water and Sewer Subsidy Funding Agreement
 - d. Federation of Canadian Municipalities AGM
13. Other Business
 - a. Correspondence – March 2018
 - b. License Reports – March 2018
14. Excusing of Councillors
15. Date of Next Meeting
16. Adjournment

Attached Documents



Corporate Services
Minutes March 6, 20



Vision, Values and
Goals



Strategic Plan



Accounts Paid Part I



Accounts Paid Part
II



Bylaw 989 2018 Mill
Rate Bylaw



BN-CPI Funding
Agreement



BN-O&M Funding
Agreement



BN-WSS Funding
Agreement



Correspondence -
March 2018



License Report -
March 2018



Town of Fort Smith
Corporate Services Committee
Tuesday, March 6, 2018, at 7:00 pm

Chairperson: D/M Smith
Members: Mayor Napier-Buckley (Conference Call), Cr. Kikoak, Cr. Bell,
Cr. McArthur, Cr. Holtorf, Cr. Dumont
Regrets: Cr. Patel, Cr. Tuckey
Staff Present: Keith Morrison, Senior Administrative Officer; Jim Hood, Director
of Corporate Services; Lisa-marie Pierrot, Executive Secretary;
Cynthia White, Director of Community Services; Paul Kaeser,
Director of Municipal Services
Guests: Montana King, Wanda Menacho

1. Call to Order

D/M Smith called the meeting to order at 7:00 pm.

2. Declarations of Financial Interest

Mayor Napier-Buckley and Cr. McArthur declared a financial interest
with respect to Accounts Paid Part II

3. Review

a. Agenda –The agenda was reviewed.

RECOMMENDATION

Moved by: Cr. Bell

Seconded by: Cr. Dumont

That the agenda be adopted as presented.

CARRIED UNANIMOUSLY

b. Minutes – The minutes of February 6, 2018, were reviewed and have been
adopted at the Council meeting of February 20, 2018.

c. Vision, Values and Goals – The Vision, Values and Goals were reviewed.

d. Strategic Plan – The Strategic Plan was reviewed.

e. Draft Strategic Plan – The Draft Strategic Plan was reviewed.
Administration advised that the draft Strategic Plan is before Council for
review. He advised that the consultant will be meeting with Council for
discussion prior to the Trade Show in April. He indicated that he
anticipates two visits from the consultant for planning and finalization of
the draft document. Cr. Kikoak asked if the second visit from the

consultant is in the budget. Administration advised that there is one visit left in the budget and he indicated that the budget can be amended to include a second trip for the consultant to be available for the Trade Show in April. Cr. Holtorf asked if the consultant wanted more input from Council on the Strategic plan. Administration advised that the consultant has all the content and is in the process of defining and preparing to present to Council. Cr. Bell commended Administration on the document and thinks it's a good start on creating a plan and starting actions. She indicated that she would like more additions that she will email to Administration for inclusion. She suggested sharing the draft document with the advisory boards along with some youth groups to get their visions on Fort Smith.

4. Governance

a. Council Priorities

- i. Property Tax Issues
- ii. Commissioner's Land within Municipal Boundaries
- iii. Fire Abatement

Administration advised that he attended a Fire Smart Course last week in Yellowknife provided by ENR. He indicated that he is now a local fire smart representative. He advised that ENR has awarded the contract for the fire break at the airport and work will be commencing shortly. He advised that concerns were also brought forward at the course regarding commissioner's lands not being maintained. He advised that residents are maintaining their properties and being fire smart but can only go so far from their properties. He noted that ENR and Lands have identified the issues and will work on taking responsibility of maintaining commissioners land more effectively.

iv. GNWT Job Reductions

- v. Aurora College Program Review – D/M Smith asked for an update on the final draft letter. Mayor Napier-Buckley advised that she is waiting to hear back from the consultant and that she is trying to get contact information from ECE to send the final copy. D/M Smith identified March 31, 2018 as the deadline for the draft to be submitted as per Minister Moses. D/M Smith asked if there is a possibility of meet with the consultant. Mayor Napier-Buckley doubted that a meeting with consultant is possible. She asked for direction on who to send document to. Cr. McArthur advised putting the document on the website and send to all MLA's. Administration advised that there is a delegation request made by a resident to present a petition to Council at the Regular meeting of Council regarding the Aurora College TEP program.

vi. Boundary Expansion

- vii. Road to Garden River – Mayor Napier-Buckley advised that she was in contact with Chief Waquan of the Mikisew Cree regarding the road to Garden River. Cr. Kikoak suggested having a meeting with Chief Waquan and inviting the Salt River First Nation and Smith Landing First Nation. She suggested giving the other governments time to meet and consult with their Councils prior to meeting with the Town. She indicated that 10-12 days is not a reasonable time frame to allow for that. Mayor Napier-Buckley indicated that it will be an exploratory meeting of all different departments and the Chiefs can consult with their Council's after meeting with the Town. She advised that the Chief Waquan stressed the urgency of meeting as soon as possible to take advantage of the Winter Road. Cr. Kikoak would like to give as much notice as possible to other governments.

5. Finance

- a. Accounts Paid List Part I– The Accounts Paid List was reviewed.

RECOMMENDATION

Moved by: Cr. Holtorf

Seconded by: Cr. Dumont

That the Accounts Paid Part I for the period ending February 28, 2018, totaling \$776,859.23 be approved.

CARRIED UNANIMOUSLY

- b. Accounts Paid List Part II – The Accounts Paid List Part II was reviewed.

RECOMMENDATION

Moved by: Cr. Holtorf

Seconded by: Cr. Bell

That the Accounts Paid Part II for the period ending February 28, 2018, totaling \$6,886.87 be approved.

IN FAVOUR – D/M SMITH, CR. KIKOAK, CR. BELL, CR. HOLTORF, CR. DUMONT

ABSTAINED – MAYOR NAPIER-BUCKLEY, CR. MCARTHUR

6. Other Business

- a. Correspondence – The February, 2018 correspondence was reviewed. Mayor Napier-Buckley advised that she has received a request for a letter of support from Northwestern Air Lease for flight school. Council supports and advised Mayor Napier-Buckley to provide the letter of support.

- b. Licensing Report – The February, 2018 licensing report was reviewed.

7. Excusing of Councillors

RECOMMENDATION

Moved by: McArthur

Seconded by: Holtorf

That Cr. Patel and Cr. Tuckey be excused from the Corporate Services Standing Committee meeting of March 6, 2018.

CARRIED UNANIMOUSLY

8. Date of Next Meeting

The next meeting of the Corporate Services Standing Committee will be April 3, 2018.

9. Adjournment

RECOMMENDATION

Moved by: Cr. Dumont

Seconded by: Cr. Bell

That the meeting be adjourned at 7:26 pm.

CARRIED UNANIMOUSLY



Town of Fort Smith

Vision, Values and Goals

Approved: August 16, 2011

Vision The Town of Fort Smith will work with its partners to enhance our excellent quality of life by respecting values, traditions, and healthy lifestyles. We will continue to advance as a unified, active and prosperous community.

Values

- We value an open, transparent, effective government.
- We value our natural environment.
- We value a safe and hospitable community for our residents and visitors.
- We value education.
- We value the use of sustainable energy sources.
- We value active living, health and wellness.
- We value effective communication.
- We value community unity through partnerships.
- We value the passion and commitment of our volunteers.

Goals

- Operate an open, transparent and effective government
- Operate the Town of Fort Smith in a fiscally responsible manner.
- Provide excellent municipal programs and services to the citizens.
- **Continue as a responsible employer**
- Preserve, advocate and enhance the natural environment in the Town.
- **Maintain a safe community.**
- Support all educational opportunities within the community.
- Be a leader in sustainable environmental practices in our community.
- **Foster a strong cohesive community spirit.**
- Maintain a healthy, active community
- **Grow our residential and business community**
- Promote Fort Smith as a desirable destination.



Town of Fort Smith

Goals, Strategies and Action Plan

Goal A: Operate an open, transparent and effective government

Strategy	Activity
Provide strong legislation.	Review all bylaws, policies and procedures to ensure effectiveness and relevance.
	Create new bylaws as required.
Utilize many methods of communication.	Hold an Annual General Meeting to inform and consult the public on town issues. Provide information about ICSP implementation.
	Regularly update and review Town's website.
	Continue profiling Town staff, Mayor, councilors and community volunteers in newsletter.
	Build the Open House (ideasFortsmith) into an annual event with manned displays and opportunities for public input.
	Review and update ICSP on a regular basis.

Goal B: Provide excellent municipal programs and services to the citizens.

Strategy	Activity
Implement an asset management system.	Purchase and implement works management software; inventory all assets.
Evaluate the delivery of all programs and services.	Conduct an organizational review.
	Conduct a capital asset review.
	Conduct a program/service review.

Goal C: Continue as a responsible employer

Strategy	Activity
Ensure compliance with collective agreement, labour standards and practices.	Conduct a job evaluation and classification study.
	Review and update all personnel policies.
Provide a safe workplace	Assess current qualifications. Train staff as required for their area of employment.
	Conduct monthly safety committee meetings and act on recommendations.
Improve communication with employees.	Conduct regular Senior Management committee meetings.
	Include staff participation on standing committees.
	Organize regular staff and council social activities.
	Highlight department staff in the monthly newsletter.



Town of Fort Smith

Goal D: Preserve, advocate and enhance the natural environment in the Town.

Strategy	Activity
Evaluate and assess green/open spaces to ensure they meet future requirements.	Review Recreation Master Plan to include a trail and park enhancement strategy.
	Trail development - areas to be considered: share the trail, promotion and signage, bike routing and trails, motorized and non-motorized trails; upgrade existing trails and increased snowmobile trails.
Advocate to address Slide Zone issues.	As this area is owned by the GNWT, work with GNWT to address slide zone issues.

Goal E: Maintain a safe community.

Strategy	Activity
Ensure increased and stronger bylaw enforcement.	Review Bylaws to ensure they are effective and up-to-date.
	Provide additional bylaw training.
	Assess bylaw resources.
Support the provisions of protective services.	Consult with volunteer fire and ambulance departments.
	Provide adequate resources to meet service requirements.
Implement Firesmart program.	Implement fire abatement projects in a timely manner while respecting budgetary constraints.
	Conduct campaign to ensure public participation and awareness program for fire abatement.
Ensure community wide emergency preparedness.	Review, update and practice EMO plan.
Maintain partnership with RCMP.	Continue communication and relationship building.
Ensure pedestrian and vehicular safety.	Safety audit of roads, sidewalks and streetlights.



Town of Fort Smith

Goal F: Promote our status as the education capital of the Northwest Territories.

Strategy	Activity
Seek out ways to advocate for Fort Smith's educational focus.	Town to initiate discussion and meetings with government officials i.e. Round Table and public involvement; including discussions on the status of the University of the North.
Foster our relationship with Aurora College headquarters.	Host social event for Board of Governors.
	Regular communication with the Office of the President.
	Regular communication with Campus Director.
	Offer awards for Aurora College students; assist Campus to market the community and college.
	Participate in Graduation activities, Aurora College week, orientation week, student appreciation week.
	Appoint a Council liaison person.
Foster relationship with JBT/PWK.	Offer student awards.
	Support lunch and crosswalk programs.
	Review and update Joint Use Agreement.
	Provide tournament support.
Provide support for pre-school programs.	Provide support as requested.
Participate on the District Education Authority.	Appoint 3 members to the DEA with regular reporting back to Council.

Goal G: Promote sustainable environmental practices in our community.

Strategy	Activity
Provide for an implementation strategy for the Community Energy Plan.	Implement the Community Energy Plan.
Undertake a landfill/solid waste management study to include recycling and opportunities for salvaging.	Landfill Management Study including recycling opportunities.
Strive for sustainable energy sources. Reduce greenhouse gas emissions from Town facilities/vehicles.	Implement Community Energy Plan.
Educate the public in the benefits of sustainable environmental practices.	Implement Community Energy Plan.
Maintain Community Energy Plan.	Regularly Review and update plan.
	Re-establish Sustainable Development Advisory Board.



Town of Fort Smith

Goal H: Foster a strong cohesive community spirit.

Strategy	Activity
Improve communication and dialogue with other levels of government including government agencies and boards.	Regular meetings with Salt River First Nations and Fort Smith's Métis Council to discuss areas of common concern.
Recognize and support the work of volunteers.	Profiling volunteers on Web Site.
	Special awards for youth, elders and other special targeted areas.
Work with First Nations governments to implement Municipal Service Agreements.	Formation of Joint Planning & Coordinating committees with SRFN.
	Finalize SLFN MSA.
	Support Métis with land claim negotiations.
Foster partnerships with other agencies & organizations.	Regular communication with and support of groups.
Improve communication within the community.	Develop Communication Strategy.

Goal I : Maintain a healthy, active community

Strategy	Activity
Increase community wellness and overall health, which includes active recreation, outdoor life and healthy eating.	Review and update Recreation Master Plan.
	Re-establish Recreation Advisory Board.
Upgrade and enhance recreation facilities and programs including outdoor opportunities and the Recreation Centre.	Recreation Centre upgrading, increased programming and management plan. Plan to include increased programs and events. Theater and gym are areas that require immediate attention.
	Upgrade Arena - ice plant, energy efficiency and maintenance areas.
	Longer term - New Arena Feasibility Study to include location and opportunities for multi use.
Provide ways to increase activities for youth including movies, a range of educational activities, outdoor opportunities and cultural exchange events.	Town Council to initiate a Youth Advisory board to provide information and support for youth issues in the Town.
Foster relationship with Fort Smith Health & Social Services.	Appoint two members to the Board with regular reporting back to Council; regular meetings with Board.
Respect elders and disabled citizens.	Ensure accessibility, continue tax relief program, support Senior 55+ Friendship Games, continue Elder of the Year award, support recreational programs, support societies.



Town of Fort Smith

Goal J : Grow our residential and business community

Strategy	Activity
Encourage and promote diversity of housing choice and costs within the Town.	Town to examine housing supply and begin discussions with government agencies to understand how the town can assist with housing supply for people working in the mines and living in Fort Smith. Discussions to include ways to assist with increasing the rental housing supply by reviewing barriers to potential development of residential & rental housing. Explore incentives to promote development.
Attract new residents and businesses to the community.	Develop Community Marketing and Promotion programs.
	Review Zoning bylaw.
Grow the community with planned land development.	Develop new sub-division(s).
Prepare for development of Salt River First Nation Reserve Land.	Evaluate Town infrastructure to ensure capacity to accommodate possible needs for municipal services.
Prepare for future land claims.	Communicate with groups in negotiation of land claims.

Goal K: Promote Fort Smith as a desirable destination.

Strategy	Activity
Embark on a strong Tourism promotion campaign stressing, location, quality of life, outdoor life and facilities.	Tourism Marketing Plan to include implementation strategy.
Work with other agencies to encourage visitors, professionals and students to come to the community.	Assist with recruitment programs.
	Support community sporting, arts & cultural events/festivals.
	Support museum & historical programs and their programs.

In addition to the Strategic Plan listed above, there are three additional plans that form the Integrated Sustainability Plan for the Town of Fort Smith.

- Community Energy Plan
- Human Resource Plan
- Capital Investment Plan

To be as environmentally responsible as possible, these plans will be available on the Town's website at www.fortsmith.ca on May 3. Should you wish a paper copy, please contact the Town Hall at 872-8400.



TOWN OF FORT SMITH
ACCOUNTS PAID LIST PART 1
FOR THE PERIOD ENDING March 31, 2018

CHQ #	SUPPLIER	DESCRIPTION	AMOUNT	DEPT.
33604	NWT Tourism	Website advertisement	\$ 500.00	AD
33605	Cascade Graphics	Materials/supplies	\$ 3,674.36	AD
33606	Customer	Dignitary gift-4 raven prints	\$ 200.00	Mayor
33607	Grimshaw Trucking	Freight	\$ 238.56	Multiple
33608	Paul Kaesers Stores LTD	Materials/supplies	\$ 362.38	Multiple
33609	Lou's Small Engines	Propane refills	\$ 204.75	Arena
33610	Link Hardware	Materials/supplies	\$ 899.49	Multiple
33611	Wally's Drugs	Materials/supplies	\$ 89.30	Multiple
33612	Freund Building Supplies	Materials/supplies	\$ 190.48	Multiple
33613	Lifesaving Society	Admission fees, materials/supplies	\$ 519.00	POOL
33614	Northern News Service	Job posting, protective supervisor ad, subscription renewal	\$ 1,538.32	AD
33615	PWK Travel Club	Swim meet meals	\$ 735.00	POOL
33616	Northern Stores INC	Materials/supplies	\$ 741.28	RCC
33617	Northwestern Air Lease	Freight	\$ 282.38	WTP
33618	Fort Smith Construction NT LTD	Bobcat tire repair	\$ 136.50	PW
33619	Pelican Restaurant	SDAB meeting lunch January 4, 2018	\$ 177.24	COUNCIL
33620	Commercial Aquatic Supplies	Materials/supplies	\$ 4,208.07	POOL
33621	Globalstar Canada Satellite CO	Satellite phone bill	\$ 84.67	AD
33622	Customer	AWG dignitary gift	\$ 160.00	Mayor
33623	BZT General Contracting	Installation of 2 exit signs	\$ 1,117.93	RCC
33624	TDC Contracting LTD	Gas	\$ 2,562.95	Multiple
33625	Wesclean Northern Sales LTD	Janitorial/Freight	\$ 2,467.24	RCC
33626	506830 NWT LTD o/a Chase's Pit Stop	Gas	\$ 647.11	BYL
33627	Infosat Communications	Satellite phone bill	\$ 154.22	FD
33628	RDV Mechanical	Repairs on unit 1, garbage truck repair	\$ 2,659.00	Multiple
33629	Employee	Reimbursement for paramedics association, acp	\$ 643.00	AMB
33630	Arctech Computers INC	Offsite backup service/computer issues	\$ 1,409.16	AD
33631	Rusty Raven Gallery & Gift	AWG dignitary gifts	\$ 1,759.84	Mayor
33632	Hayze Electric	Amp draw test on boiler 1	\$ 94.50	WTP
33633	Fields	Materials/supplies	\$ 67.95	RCC
33634	The Prophet Corporation	Materials/supplies	\$ 586.80	RCC
33635	Office Solutions	Materials/supplies	\$ 447.26	Multiple
33636	Customer	reimbursement for purchases of Steve Nash balls, shirts	\$ 82.15	RCC
33637	Nevco Scoreboard ULC	Scoreboard	\$ 10,755.15	Arena
33638	Customer	Refund meter deposit	\$ 304.50	AD
33639	Customer	Refund meter deposit	\$ 350.00	AD
33640	Customer	Refund meter deposit	\$ 350.00	AD
33641	Wood Buffalo Frolics Society	2018 contribution for Wood Buffalo Frolics	\$ 5,000.00	AD
33642	NWT Tourism	NWT tourism- Rapid Magazine	\$ 175.00	AD
33643	Lou's Small Engines	Propane refills	\$ 341.25	Arena
33644	Northwestel Inc.	Internet, phone bill	\$ 11,073.70	Multiple
33645	Territorial Beverages	Materials/supplies	\$ 655.65	RCC
33646	Town of Fort Smith	Water bills	\$ 863.06	Multiple
33647	Receiver General	Payroll tax deductions (TAX, CPP, UIC) [R]	\$ 46,259.30	
33648	Customer	Refund credit on property tax account	\$ 3,008.70	AD
33649	SEE ACCT'S PAID LIST II			
33650	NEBS Pension Fund	March premiums [R]	\$ 40,468.52	
33651	Accu-Flo Meter Service LTD	Meter for mine training building	\$ 645.12	WTP
33652	Taxation Division Dept of Finance	February school tax, discount	\$ 1,918.05	AD
33653	Terry's Carpentry Service	Ambulance bay lease	\$ 2,520.00	AMBULANCE
33654	TDC Contracting LTD	Fuel, grader snow gate, diesel	\$ 18,134.38	Multiple
33655	NEBS Group Insurance Fund	March premiums [R]	\$ 10,273.15	
33656	Westvac Industrial LTD	Sewer flusher parts	\$ 3,297.66	PW
33657	SEE ACCT'S PAID LIST II			
33658	Buffalo Air Express	Freight	\$ 296.75	RCC
33659	RDV Mechanical	Replace diesel particulate filter gravel truck	\$ 5,313.00	PW
33660	Arctic Alarm/Diamondtel	Alarm monitoring	\$ 59.80	RCC
33661	Employee	Firesmart workshop in YK	\$ 255.70	AD
33662	Hay River Heavy Truck Sales LTD	Ambulance materials	\$ 403.20	AMBULANCE
33663	David Nairne & Associates LTD	Strategic plan	\$ 19,139.45	AD

33664 SEE ACCT'S PAID LIST II

33665	Customer	Costs incurred by for Steve Nash basketball program	\$	225.72	RCC
33666	Customer	Reimburse credit balance on UB account	\$	699.55	AD
33667	Distric Education Authority Fort Providence	Refund-processing error	\$	50.00	AD
33668	Neptune Technology Group	Software Maintenance	\$	4,410.00	AD
33669	Hay River Heavy Truck Sales LTD	Ambulance material	\$	403.20	AMBULANCE
33670	Bank of Montreal	Jim Hood statement	\$	1,629.58	
		\$ 225.75 Nams Canada online management certificate			
		\$1356.61 Bell cell phone bill			
		\$47.22 FD parcel			
33671	Bank of Montreal	Keith Morrison statement	\$	624.64	
		\$66.40 Get well card & flowers			
		\$87.10 SDAB meeting February 1, 2018			
		\$156.29 lunch for Katie			
		\$60.85 RAB meeting February 5, 2018			
		\$182.54 AWG meeting February 6, 2018			
		\$21.48 Indigo book order			
		\$-15.75 Microsoft			
		\$60.85 TTAB meeting February 22, 2018			
		\$4.88 Interest on purchases			
33672	Paul Kaesers Stores LTD	Materials/supplies	\$	27.28	FD
33673	TDC Contracting LTD	Gas	\$	565.94	Multiple
33674	McLennan Ross	Legal fees	\$	1,965.08	AD
33675	IBI Group Professional Services Canada Inc	Landscape project	\$	15,923.10	AD
33676	Northwestel INC	Internet, phone bill	\$	5,028.27	Multiple
33677	Premier Industrial Ltd	relief valves	\$	1,046.18	WTP
33678	TDC Contracting LTD	Heating oil, fire truck repairs prepare snowboard park	\$	11,218.92	Multiple
33679	Safecom Training Services Inc	On-site training course	\$	4,410.00	WTP
33680	RDV Mechanical	Gravel truck, vacuum truck repair	\$	7,334.88	PW
33681	Empire SCBA & Supplies Inc	Cylinders	\$	200.03	FD
33682	The Prophet Corporation	Duraskin bolt-on backboard padding	\$	602.58	RCC

\$ 267,866.93



TOWN OF FORT SMITH
ACCOUNTS PAID LIST PART II
FOR THE PERIOD ENDING March 31, 2018

CHQ #	SUPPLIER	DESCRIPTION	AMOUNT	DEPT.
33649	Cr. Alie Dumont	Expense claim-NWTAC AGM Hay River	\$ 578.60	COUNCIL
33657	D/M Kevin Smith	Expense claim- NWTAC Hay River	\$ 733.63	COUNCIL
33658	CR. Brenda Tuckey	Expense claim-NWTAC AGM Hay River	\$ 820.13	COUNCIL
		TOTAL	<u>\$ 2,132.36</u>	



BRIEFING NOTE

To: Mayor & Council
Date: April 03, 2018
Subject: 2018 Mill Rate Bylaw

Purpose:

To present the 2018 Mill Rate Bylaw.

Background:

Council approved the 2018 Operating Budget which included proposed property tax revenue of \$3,301,378; an approximate 4.3% increase over the 2017 amount. This requires revision of the Mill Rate. Mill Rate is determined as follows:

$$(\text{Property Tax Revenue Requirement}) / (\text{Total Assessed Value of all properties in Town}) = \text{Mill Rate}$$

From this equation two things can be determined:

- With a fixed Total Assessed Value, an increase in the Revenue Requirement will result in an equivalent increase in the Mill Rate; and
- With a fixed Revenue Requirement, an increase in the Total Assessed Value will result in an equivalent decrease in the Mill Rate.

So, the 4.3% increase in Property Tax Revenue should result in an average 4.3% increase in the Mill Rate. Note that increases in Total Assessed Value (i.e., new construction) will reduce the Mill Rate increase necessary to meet the Property Tax Revenue Requirement.

Some Notes regarding Assessed Values:

- The Town does not assess properties; this information is provided by the GNWT, and the role of the Town is to establish the Mill Rate based on the approved Property Tax Revenue Requirement; and
- The GNWT assesses properties by 'Class'; these classes include Residential, Commercial, Industrial, and Institutional; these classes are further subdivided by grantable (government properties) or taxable (private properties) and developed or vacant.

The Town can allocate different Mill Rates to different property classes and can use these reallocations to distribute the tax burden equitably between the various property classes. Note that the Town had not modified these allocations in twenty years, however there was a need to do so in 2016 given the GNWT 2016 General Assessment where the assessed values of residential properties saw a dramatic increase.

The proposed 2018 Mill Rates for the various property classes given the approved 2018 Property Tax Revenue Requirement are indicated in the attached 2018 Mill Rate Bylaw. Note that allocations used to calculate the 2018 Mill Rates remain unchanged from 2016, and result in a 2.5% increase for Residential, 3.6% for Country Residential, 3.5% increase for Commercial and Industrial, and 3.5% increase for Institutional.

Recommendation:

For review.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH
BY-LAW 989**

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO PROVIDE FOR THE ESTABLISHMENT OF A MUNICIPAL AND EDUCATION MILL RATE, PASSED PURSUANT TO SECTION 76 OF THE PROPERTY ASSESSMENT AND TAXATION ACT, BEING CHAPTER P-10, OF THE REVISED STATUTES OF THE NORTHWEST TERRITORIES 1988.

WHEREAS, the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest and is required by the provision of the Property Assessment and Taxation Act to establish Mill Rates for Municipal and School purposes; and

NOW THEREFORE, the Council of the Town of Fort Smith, at a duly assembled meeting enacts as follows:

1. That this bylaw may be cited as the “2018 Mill Rate Bylaw”;
2. That assessed property in the Town of Fort Smith, liable to taxation and in respect of which grants-in-lieu of taxes may be paid, shall be liable for taxation and grants-in-lieu of taxes as follows:
 - a) Residential Developed..... 13.23
 - b) Residential Non-Developed..... 13.23
 - c) Commercial Developed..... 24.26
 - d) Commercial Non-Developed..... 24.26
 - e) Industrial Developed.....24.26
 - f) Industrial Non-Developed.....24.26
 - g) Institutional Developed.....29.40
 - h) Institutional Non-Developed.....29.40
 - i) Recreational.....13.23
 - j) Telecommunications.....29.40
 - k) Country Residential Developed..... 11.47
 - l) Country Residential Non-developed.....11.47
 - m) Country Residential Mixed Use.....13.23



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH
BY-LAW 989**

3. That the rate of taxation to be applied to lands and improvements liable to taxation, or in respect of which grants-in-lieu may be paid, for school purposes shall be as follows for the year 2018.

a) School Levy..... 2.43

READ A FIRST TIME THIS _____ DAY OF April, 2018, A.D.

READ A SECOND TIME THIS _____ DAY OF April, 2018, A.D.

READ A THIRD TIME THIS _____ DAY OF April, 2018, A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

I hereby certify that this bylaw has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the bylaws of the Municipal Corporation of the Town of Fort Smith.

SENIOR ADMINISTRATIVE OFFICER



BRIEFING NOTE

To: Corporate Services Standing Committee

Date: April 03, 2018

Subject: Funding Agreement - Community Public Infrastructure Funding

Purpose:

To provide information to the committee regarding funding for Community Public Infrastructure from MACA.

Background:

Each fiscal year Municipal and Community Affairs provides a contribution agreement to provide funding to the Town of Fort Smith for infrastructure replacement. This agreement is for the entire year and is disbursed in one lump sum, typically in April.

Analysis:

In 2017, the total amount of funding received from Municipal and Community Affairs for CPI was \$1,114,000 distributed in one lump sum. MACA is providing the same amount for 2018.

Recommendation

That Council approves the CPI Funding Contribution Agreement with MACA for fiscal year 2018-2019 in the amount of \$1,114,000.00.

CONTRIBUTION AGREEMENT COMMUNITY PUBLIC INFRASTRUCTURE

This Contribution Agreement package includes:

Contribution Agreement: Town of Fort Smith

Schedule "A": Quarterly Report form

Instructions:

Print two copies of the Contribution Agreement package and send both copies to the Recipient for signature. Instruct the Recipient to sign and date both copies and then send both signed copies to the Regional Superintendent designated for the Department of Municipal and Community Affairs (MACA) for execution. Have the MACA official sign and date both copies.

After both copies of the Contribution Agreement are signed by both parties, send one original copy of the signed Agreement back to the Recipient and process the other signed original.

NOTE: No funds will be released to the Recipient until the Contribution Agreement package, signed by both parties, has been processed by the regional Shared Financial Services.

**CONTRIBUTION AGREEMENT
COMMUNITY PUBLIC INFRASTRUCTURE**

THIS AGREEMENT made on _____ (month) ____ (day), 20__

BETWEEN:

GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the
Regional Superintendent
South Slave Regional Office
Department of Municipal and Community Affairs
(the "GNWT")

OF THE FIRST PART

AND:

TOWN OF FORT SMITH
(the "Recipient")

OF THE SECOND PART

The Recipient has applied for Community Public Infrastructure which includes mobile equipment, buildings, and all associated infrastructure ("CPI") funding under the Department of Municipal and Community Affairs' ("MACA") Community Public Infrastructure Funding Policy, Revised July 13, 2015 ("CPI Policy"). The GNWT has determined that the Recipient meets the criteria of the CPI Policy.

The Recipient was authorized by Council Motion No. _____ dated _____ to make its application for CPI funding and enter into this Agreement.

The parties agree as follows:

Contribution and Payment

1. If the Recipient has
 - (a) met all of its duties and obligations under the Community Public Infrastructure funding agreement for 2017-18,

(b) submitted its Capital Plan in the MACA Capital Planning Tool (located at <https://maca-capitalplanningtool.com/Fort%20Smith/default.aspx>) for the fiscal year 2018 to 2019 to the GNWT, and

(c) disclosed all sources of funding, including those received in kind, respecting the CPI,

the GNWT shall pay to the Recipient the total amount of One Million One Hundred Fourteen Thousand Dollars (\$1,114,000.00) (the "CPI Funds"), as soon as practicable after the signing of this Agreement.

2. The Recipient acknowledges and agrees that payment by the GNWT of the CPI Funds is subject to section 97 of the *Financial Administration Act*, S.N.W.T. 2015, c. 13 as amended, which states:

It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement.

3. The Recipient shall, during the term of this Agreement, disclose, in writing, any additional sources of funding that become available to it with respect to CPI, within thirty (30) days of such funding becoming available.

Use of the CPI Funds

4. The Recipient shall use the CPI Funds to complete the projects set out in the Recipient's MACA Capital Planning Tool for the fiscal year 2018 - 2019.

Term

5. This Agreement commences on April 1, 2018 and terminates on March 31, 2019 unless terminated or amended in accordance with the provisions of this Agreement.
6. This Agreement may be amended in writing by the parties.

Transfer of CPI and Lands

7. The parties acknowledge that certain lands (the "Lands"), improvements and chattels, furnishings, equipment and other personal property used by the Recipient to deliver municipal programs and services (the "CPI") are located on Commissioner's lands.

8. The GNWT shall transfer to the Recipient all of the GNWT's estate and interest in CPI to the Recipient and the Recipient shall assume ownership of and responsibility for the CPI except as otherwise set out in this Agreement.
9. If the Lands may be sold by the Commissioner, the GNWT shall transfer title to the Lands to the Recipient in fee simple and the GNWT shall bear the costs of such title transfers.
10. The Recipient shall apply for one or more leases of Commissioner's land for the Lands now reserved by notation for MACA in the Commissioner's lands database known and referred to as the Land Administration System, if the Lands cannot be sold by the Commissioner.

Recipient's Obligations for CPI

11. The Recipient shall have care and custody of the CPI, including but not limited to, the following obligations:
 - (a) operate the CPI to preserve the integrity of all structures and safeguard public access and keep structures in good repair;
 - (b) operate the CPI to deliver municipal programs and services to all of the residents;
 - (c) arrange for and pay for all electrical utilities, heating fuel, telephone and cable services, water and sewage removal, and garbage disposal as required for the CPI;
 - (d) arrange and pay for all mechanical, heating, electrical, gas and boiler and pressure vessel maintenance, as required for the CPI;
 - (e) arrange and pay for all snow and ice removal, and security and supervision for the CPI, as necessary to maintain the CPI; and
 - (f) insure the CPI for their full replacement cost.

Financial accountability and reporting

12. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of the them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.

13. The Recipient shall, immediately on receipt of a written request from the GNWT, refund any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.
14. The Recipient shall:
 - (a) deposit the CPI Funds into a bank account separate from the Recipient's general operating and other bank accounts, and this separate bank account shall be used solely for the CPI Funds;
 - (b) credit to the CPI Funds bank account any funds received from the disposal of any assets that are Community Public Infrastructure ("Assets") that are transferred or purchased pursuant to this Agreement; and
 - (c) ensure that Assets sold are sold at fair market value.

Quarterly and Final Financial Reports

15. The Recipient shall:
 - (a) on the last day of each of July 2018, October 2018, January 2019 and April 2019, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
 - (b) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form, "Financial Reporting Model for NWT Municipalities" located on the MACA website at http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf, and subject to any additional information required by the GNWT.

Accountability Framework and Additional Reporting Information

16. The Recipient shall, by no later than August 31, 2018, complete and submit to MACA the completed Accountability Framework for Community Governments survey form, located on the MACA website at <http://www.maca.gov.nt.ca/en/services/accountability-framework-community-governments>.
17. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.

18. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the CPI.

Withholding or Reduction of Funds

19. The GNWT may withhold any part of the CPI Funds for non-compliance with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld CPI Funds when the Recipient is in compliance with this Agreement.

20. The GNWT may deduct from any payment of the CPI Funds or may require repayment of

- (a) any portion of previous payments of the CPI Funds not accounted for as required by this Agreement, and
- (b) any portion of previous payments of the CPI Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT.

Confidentiality

21. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.

22. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the *Access to Information and Protection of Privacy Act*.

23. The Recipient acknowledges and agrees that this Agreement may be disclosed to the Legislative Assembly of the Northwest Territories through the public accounts process.

Liability and indemnification

24. The GNWT, its officers, servants or agents shall not be liable to the Recipient, its administrators, successors and assigns for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, or any other types of commercial damage or loss of every nature and kind attributable to the performance of this Agreement, or whether directly or indirectly as a result of any breach of this Agreement, or from any tortious acts, errors or omissions on the part of the GNWT, its officers, servants or agents.

25. The Recipient shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Recipient in its performance of this Agreement, except to the extent that that such losses or damages were caused by the gross negligence or wilful misconduct of the GNWT, its Ministers, officers, employees, servants or agents.
26. The Recipient shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the use or expenditure of the CPI Funds under this Agreement.

Insurance

27. The Recipient shall maintain insurance for the full replacement costs of the CPI.
28. The Recipient shall, without limiting its obligations or liabilities in this Agreement, obtain, maintain and pay for during the term of this Agreement, the following insurance with limits not less than those shown:
 - (a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of bodily part or function, or property. Such insurance shall include but not be limited to the following terms and conditions:
 - i. Blanket contractual liability;
 - ii. Personal injury liability;
 - iii. Medical payments;
 - iv. Employee as additional insured*
 - v. Broad form property damage;
 - vi. Cross liability;
 - vii. Contingent employers liability;
 - viii. Products and completed operations liability*
 - ix. Contractor's protective liability* and
 - x. Non-owned automobile liability*

* WHERE APPLICABLE

The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a standing authorization to obtain the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.

(b) Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.

(c) All policies shall provide that thirty days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

Termination

29. This Agreement may be terminated for any reason by either party at any time before the Recipient has spent all of the CPI Funds. In the event of such termination, the Recipient shall return to the GNWT all CPI Funds not spent under this Agreement and provide the GNWT with an accounting of all expenditures made under this Agreement within thirty (30) days of termination.

Notices and Addresses

30. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:

- (a) immediately, if delivered in person;
- (b) one (1) day after transmittal, if sent electronically; or
- (c) ten (10) days after mailing, if sent by registered mail;

if sent to the following address:

if to the GNWT at: Regional Superintendent, South Slave Region
Municipal and Community Affairs
Box 127
Fort Smith NT X0E 0P0
Fax: (867) 872 6526
E-mail: mary_blake-moore@gov.nt.ca

if to the Recipient at: Mayor, Town of Fort Smith
Box 147
Fort Smith NT X0E 0P0
Fax: (867) 872 8401
E-mail: kmorrison@fortsmith.ca

or to such other address or person that either party may identify by notice to the other.

Dispute Resolution

31. All disputes about the interpretation and application of this Agreement shall be resolved by the Minister of Municipal and Community Affairs on behalf of the GNWT, in the Minister's sole discretion, and the Minister's decision shall be final.

Severability

32. The parties intend that all provisions of this Agreement shall be fully binding and effective but if any particular provision or part of or all of one provision is found to be void or unenforceable for any reason, then that particular provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in force.

General Terms and Conditions

33. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
34. Time shall be of the essence in this Agreement.
35. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
36. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
37. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
38. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising from this Agreement.
39. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.

[The remainder of this page is intentionally left blank.]

40. This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when both parties have executed an identical counterpart, despite all signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

IN WITNESS WHEREOF the parties have executed this Agreement through their authorized representatives as follows:

SIGNED on behalf of the Government of the Northwest Territories by Mary Blake-Moore, Regional Superintendent, South Slave on _____ (month) ____ (day), 20__.

Signature

Print Name

SIGNED on behalf of the Municipal Corporation of the Town of Fort Smith by Lynn Napier Buckley, Mayor on _____ (month) ____ (day), 20__.

Signature

Print Name

Schedule "A"

Quarterly Report

June 30, 2018						Legend:				
2018 - 2019	Annual Budget	CPI	Gas Tax			MACA to complete				
						Community to complete				
Opening Balance - April 1										
add: Amounts Paid during the year										
Amounts Owning but not paid										
Interest earned										
less: Capital Plan Projects 2018-2019										
	<i>CPI Budget</i>	<i>GT Budget</i>								
				-	-					
				-	-					
				-	-					
				-	-					
				-	-					
				-	-					
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				-	-					
				-	-					
less: Unplanned Spending										
				-	-					
				-	-					
				-	-					
CLOSING BALANCE AVAILABLE										
BANK BALANCE SHOULD BE										
ACTUAL BANK BALANCE										
ADD: INVESTMENTS										
SHORT/ EXCESS										
<div style="border: 1px solid black; width: 300px; height: 20px; margin: 5px auto;"></div> Senior Administrative Officer						<div style="border: 1px solid black; width: 50px; height: 20px; margin: 5px auto;"></div> Date		<div style="border: 1px solid black; width: 150px; height: 20px; margin: 5px auto;"></div> Municipal and Community Affairs		



BRIEFING NOTE

To: Corporate Services Standing Committee

Date: April 03, 2018

Subject: Funding Agreement - O&M Funding

Purpose:

To provide information to the committee regarding the funding for Operations and Maintenance from MACA.

Background:

Each fiscal year Municipal and Community Affairs provides a contribution agreement to provide funding to the Town of Fort Smith for operations and maintenance. This agreement is for the entire year and is disbursed over nine months.

Analysis:

In 2017, the total amount of funding received from Municipal and Community Affairs for the Operations and Maintenance was \$1,979,000. For 2018, the amount of funding will be \$2,068,000, which exceeds last year's funding by \$89,000.

Recommendation

That Council approves the Operations and Maintenance Funding Contribution Agreement with MACA for fiscal year 2018-2019 in the amount of \$2,068,000.

CONTRIBUTION AGREEMENT OPERATIONS AND MAINTENANCE

This Contribution Agreement package includes:

Contribution Agreement for the TOWN OF FORT SMITH

Schedule "A": Quarterly Report form

Instructions:

Print two copies of the Contribution Agreement package and send both copies to the Recipient for signature. Instruct the Recipient to sign and date both copies and then send both signed copies to the Regional Superintendent designated for the Department of Municipal and Community Affairs (MACA) for execution. Have the MACA official sign and date both copies.

After both copies of the Contribution Agreement are signed by both parties, send one original copy of the signed Agreement back to the Recipient and process the other signed original.

NOTE: No funds will be released to the Recipient until the Contribution Agreement package, signed by both parties, has been processed by the regional Shared Financial Services.

**CONTRIBUTION AGREEMENT
OPERATIONS AND MAINTENANCE**

THIS AGREEMENT made on _____ (month) ____, (day) 20__

BETWEEN:

GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by
the Regional Superintendent, South Slave Region
Department of Municipal and Community Affairs
(the "GNWT")

OF THE FIRST PART

AND:

TOWN OF FORT SMITH
(the "Recipient")

OF THE SECOND PART

The Recipient is eligible to receive Operations and Maintenance ("O&M") funding under the Department of Municipal and Community Affairs' ("MACA") Operations and Maintenance Funding Policy Revised June 10, 2016 ("O&M Policy"). The GNWT has determined that the Recipient meets the criteria of the O&M Policy.

The Recipient was authorized by Council Motion No. _____ dated _____ to enter into this Agreement.

The parties agree as follows:

O&M Funding

1. If the Recipient has:
 - (a) met all of its duties and obligations under a previous O&M funding agreement and
 - (b) has disclosed all sources of funding, including those received in kind, respecting the O&M, the GNWT shall pay to the Recipient the total amount of Two Million Sixty Eight Thousand Dollars (\$2,068,000) (the "O&M Funds") in the amounts and on the dates as follows:

Town of Fort Smith
2018-2019 Contribution Agreement – O&M Funding

April 1, 2018	\$229,778
May 1, 2018	\$229,778
June 1, 2018	\$229,778
July 1, 2018	\$229,778
August 1, 2018	\$229,778
September 1, 2018	\$229,778
October 1, 2018	\$229,778
November 1, 2018	\$229,778
December 1, 2018	\$229,776

2. The Recipient acknowledges and agrees that payment by the GNWT of O&M Funds is subject to section 97 of the *Financial Administration Act*, S.N.W.T. 2015, c. 13 as amended, which states:

It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement.

3. The Recipient shall inform the GNWT in writing of any additional sources of funding which becomes available to it with respect to the O&M, within thirty (30) days of that availability.

Use of O&M Funds

4. The Recipient shall use the O&M Funds for the costs of providing community government programs and services.

Term

5. This Agreement commences on **April 1, 2018** and terminates on **March 31, 2019**, unless terminated in accordance with the provisions of this Agreement.

Financial accountability and reporting

6. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of the them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.

7. The Recipient shall refund to the GNWT immediately, on receipt of a written request from the GNWT, any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.

Quarterly and Final Financial Reports

8. The Recipient shall:
 - (a) on each of July 31, 2018, October 31, 2018, January 1, 2018 and April 30, 2018, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
 - (b) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_form_at.pdf, and any additional information requested by the GNWT.

Accountability Framework and Additional Reporting Information

9. The Recipient shall, by no later than August 31, 2018 complete and submit to MACA the completed Accountability Framework for Community Governments survey form, located on the MACA website at <http://www.maca.gov.nt.ca/en/services/accountability-framework-community-governments>.
10. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
11. The Recipient shall sign the required Consent to Release Information forms and shall allow the release of information about the Recipient to the Department of Municipal and Community Affairs by the following organizations:
 - (a) Arctic Energy Alliance;
 - (b) Local Government Administrators of the Northwest Territories; and
 - (c) Northwest Territories Association of Community Governments.

12. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the O&M.

Withholding or Reduction of Funds

13. The GNWT may withhold any part of the O&M Funds if, in the GNWT's opinion, the Recipient has not complied with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld O&M Funds when the Recipient is in compliance with this Agreement.
14. The GNWT may deduct from any payment of the O&M Funds or may require repayment of:
 - (a) any portion of previous payments of the O&M Funds not accounted for as required by this Agreement;
 - (b) any portion of previous payments of the O&M Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT; and
 - (c) the value, as determined by the GNWT, of any unfulfilled O&M obligations of the Recipient which are due at the scheduled time of payment of the O&M Funds.

Confidentiality

14. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.
15. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the *Access to Information and Protection of Privacy Act*.

Liability and indemnification

16. The GNWT, its officers, servants or agents shall not be liable to the Recipient, its administrators, successors and assigns for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, or any other types of commercial damage or loss of every nature and kind attributable to the performance of this Agreement, or whether directly or indirectly as a result of any

breach of this Agreement, or from any tortious acts, errors or omissions on the part of the GNWT, its officers, servants or agents.

17. The Recipient shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Recipient in its performance of this Agreement, except to the extent that that such losses or damages were caused by the gross negligence or wilful misconduct of the GNWT, its Ministers, officers, employees, servants or agents.
18. The Recipient shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the use or expenditure of the O&M Funds under this Agreement.

Insurance

19. The Recipient shall, without limiting its obligations or liabilities in this Agreement, obtain, maintain and pay for during the term of this Agreement, the following insurance with limits not less than those shown:
 - (a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of bodily part or function, or property. Such insurance shall include but not be limited to the following terms and conditions:
 - i. Blanket contractual liability;
 - ii. Personal injury liability;
 - iii. Medical payments;
 - iv. Employee as additional insured*
 - v. Broad form property damage;
 - vi. Cross liability;
 - vii. Contingent employers liability;
 - viii. Products and completed operations liability*
 - ix. Contractor's protective liability* and
 - x. Non-owned automobile liability*

* WHERE APPLICABLE

The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a standing authorization to obtain

the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.

- (b) Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.
- (c) All policies shall provide that thirty days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

Termination and Amendment

- 20. This Agreement may be terminated by either party at any time before the Recipient has spent all of the O&M Funds. In the event of such termination, the Recipient shall return to the GNWT all O&M Funds not spent under this Agreement and provide the GNWT with an accounting of all expenditures made under this Agreement within thirty (30) days of termination.
- 21. This Agreement may be amended at any time by the written consent of the parties.

Notices and Addresses

- 22. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:
 - (a) immediately, if delivered in person;
 - (b) one (1) day after transmittal, if sent electronically; or
 - (c) ten (10) days after mailing, if sent by registered mail;

if sent to the following address:

if to the GNWT at: Regional Superintendent, South Slave Region
Municipal and Community Affairs
BOX 127
FORT SMITH NT X0E 0P0
Fax: (867) 872 6526
E-mail: mary_blake-moore@gov.nt.ca

if to the Recipient at: Mayor Lynn Napier Buckley
Town of Fort Smith

BOX 147

FORT SMITH NT X0E 0P0

Fax: (867) 872 8401

E-mail: kmorrison@fortsmith.ca

or to such other address or person that either party may identify by notice to the other.

Dispute Resolution

23. All disputes about the interpretation and application of this Agreement shall be resolved by the Minister of Municipal and Community Affairs on behalf of the GNWT, in the Minister's sole discretion, and the Minister's decision shall be final.

Severability

24. The parties intend that all provisions of this Agreement shall be fully binding and effective but if any particular provision or part of or all of one provision is found to be void or unenforceable for any reason, then that particular provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in force.

General Terms and Conditions

25. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
26. Time shall be of the essence in this Agreement.
27. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
28. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
29. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.

30. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising from this Agreement.
31. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.

[The remainder of this page is intentionally left blank.]

32. This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when both parties have executed an identical counterpart, despite all signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

IN WITNESS WHEREOF the parties have executed this Agreement through their authorized representatives as follows:

SIGNED on behalf of the Government of the Northwest Territories by Mary Blake-Moore, Regional Superintendent, South Slave on _____ (month) ____ (day), 20__.

Signature

Print Name

SIGNED on behalf of the Municipal Corporation of the Town of Fort Smith by Lynn Napier Buckley, Mayor on _____ (month) ____ (day), 20__.

Signature

Print Name

Schedule "A"

Quarterly Report

1. The Recipient shall submit to the Designated Contact a Quarterly Report no later than thirty (30) days after the end of each reporting period, as set out in section 8 of this Agreement.
2. A Quarterly Report must include:
 - (a) detailed financial statements (statements of all revenues and expenditures and a statement of financial position) in a form as may be required by the GNWT from time to time; and
 - (b) bank statements.



BRIEFING NOTE

To: Corporate Services Standing Committee

Date: April 03, 2018

Subject: Funding Agreement - Water and Sewer Subsidy

Purpose:

To provide information to the committee regarding funding for Water and Sewer Subsidy from MACA.

Background:

Each fiscal year Municipal and Community Affairs provides a contribution agreement to provide funding to the Town of Fort Smith for water and sewer. This agreement is for the entire year and is disbursed over nine months.

Analysis:

In 2017, the total amount of funding received from Municipal and Community Affairs for Water and Sewer Subsidy was \$522,000. For 2018, the amount of funding will be \$546,000, which exceeds last year's funding by \$24,000.

Recommendation

That Council approves the Water and Sewer Subsidy Funding Contribution Agreement with MACA for fiscal year 2018-2019 in the amount of \$546,000.

CONTRIBUTION AGREEMENT WATER AND SEWER SERVICES

This Contribution Agreement package includes:

Contribution Agreement for the Town of Fort Smith

Schedule "A": Quarterly Report form

Instructions:

Print two copies of the Contribution Agreement package and send both copies to the Recipient for signature. Instruct the Recipient to sign and date both copies and then send both signed copies to the Regional Superintendent designated for the Department of Municipal and Community Affairs (MACA) for execution. Have the MACA official sign and date both copies.

After both copies of the Contribution Agreement are signed by both parties, send one original copy of the signed Agreement back to the Recipient and process the other signed original.

NOTE: No funds will be released to the Recipient until the Contribution Agreement package, signed by both parties, has been processed by the regional Shared Financial Services.

**CONTRIBUTION AGREEMENT
WATER AND SEWER SERVICES**

THIS AGREEMENT made on _____ (month) ____, (day) 20__

BETWEEN:

GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by
the Regional Superintendent, South Slave Region
Department of Municipal and Community Affairs
(the "GNWT")

OF THE FIRST PART

AND:

TOWN OF FORT SMITH
(the "Recipient")

OF THE SECOND PART

The Recipient is eligible to receive Water and Sewer Services ("WSS") funding under the Department of Municipal and Community Affairs' ("MACA") Water and Sewer Services Funding Policy Revised June 10, 2012 ("WSS Policy"). The GNWT has determined that the Recipient meets the criteria of the WSS Policy.

The Recipient was authorized by Council Motion No. _____ dated _____ to enter into this Agreement.

The parties agree as follows:

WSS Funding

1. If the Recipient has:
 - (a) met all of its duties and obligations under a previous WSS funding agreement and
 - (b) has disclosed all sources of funding, including those received in kind, respecting the WSS,

the GNWT shall pay to the Recipient the total amount of Five Hundred Forty-Six Thousand Dollars (\$546,000) (the "WSS Funds") in the amounts and on the dates as follows:

April 1, 2018	\$60,672
May 1, 2018	\$60,666
June 1, 2018	\$60,666
July 1, 2018	\$60,666
August 1, 2018	\$60,666
September 1, 2018	\$60,666
October 1, 2018	\$60,666
November 1, 2018	\$60,666
December 1, 2018	\$60,666

2. The Recipient shall use the WSS funds to assist with the operational costs of providing water and sewer services.
3. The Recipient acknowledges and agrees that payment by the GNWT of WSS Funds is subject to section 97 of the *Financial Administration Act*, S.N.W.T. 2015, c. 13 as amended, which states:

It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement.

4. The Recipient shall inform the GNWT in writing of any additional sources of funding which becomes available to it with respect to the WSS, within thirty (30) days of that availability.

Term

5. This Agreement commences on **April 1, 2018** and terminates on **March 31, 2019**, unless terminated in accordance with the provisions of this Agreement.

Financial accountability and reporting

6. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of the them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.

7. The Recipient shall refund to the GNWT immediately, on receipt of a written request from the GNWT, any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.

Quarterly and Final Financial Reports

8. The Recipient shall:
 - (a) on each of July 31, 2018, October 31, 2018, January 1, 2019 and April 30, 2019, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
 - (b) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website, and any additional information requested by the GNWT.
9. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
10. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the WSS.

Withholding or Reduction of Funds

11. The GNWT may withhold any part of the WSS Funds if, in the GNWT's opinion, the Recipient has not complied with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld WSS Funds when the Recipient is in compliance with this Agreement.
12. The GNWT may deduct from any payment of the WSS Funds or may require repayment of:
 - (a) any portion of previous payments of the WSS Funds not accounted for as required by this Agreement;

- (b) any portion of previous payments of the WSS Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT; and
- (c) the value, as determined by the GNWT, of WSS unfulfilled obligations of the Recipient which are due at the scheduled time of payment of the WSS Funds.

Confidentiality

- 13. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.
- 14. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the *Access to Information and Protection of Privacy Act*.

Liability and indemnification

- 15. The GNWT, its officers, servants or agents shall not be liable to the Recipient, its administrators, successors and assigns for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, or any other types of commercial damage or loss of every nature and kind attributable to the performance of this Agreement, or whether directly or indirectly as a result of any breach of this Agreement, or from any tortious acts, errors or omissions on the part of the GNWT, its officers, servants or agents.
- 16. The Recipient shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Recipient in its performance of this Agreement, except to the extent that that such losses or damages were caused by the gross negligence or wilful misconduct of the GNWT, its Ministers, officers, employees, servants or agents.
- 17. The Recipient shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the use or expenditure of the WSS Funds under this Agreement.

Insurance

18. The Recipient shall, without limiting its obligations or liabilities in this Agreement, obtain, maintain and pay for during the term of this Agreement, the following insurance with limits not less than those shown:
- (a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of bodily part or function, or property. Such insurance shall include but not be limited to the following terms and conditions:
- i. Blanket contractual liability;
 - ii. Personal injury liability;
 - iii. Medical payments;
 - iv. Employee as additional insured*
 - v. Broad form property damage;
 - vi. Cross liability;
 - vii. Contingent employers liability;
 - viii. Products and completed operations liability*
 - ix. Contractor's protective liability* and
 - x. Non-owned automobile liability*

* WHERE APPLICABLE

The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a standing authorization to obtain the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.

- (b) Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.
- (c) All policies shall provide that thirty days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

Termination and Amendment

19. This Agreement may be terminated by either party at any time before the Recipient has spent all of the WSS Funds. In the event of such termination, the Recipient shall return to the GNWT all WSS Funds not spent under this Agreement and provide the GNWT with an accounting of all expenditures made under this Agreement within thirty (30) days of termination.

20. This Agreement may be amended at any time by the written consent of the parties.

Notices and Addresses

21. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:

- (a) immediately, if delivered in person;
- (b) one (1) day after transmittal, if sent electronically; or
- (c) ten (10) days after mailing, if sent by registered mail;

if sent to the following address:

if to the GNWT at: Regional Superintendent, South Slave Region
Municipal and Community Affairs
BOX 127
FORT SMITH, NT X0E 0P0
Fax: (867) 872-6526
E-mail: Mary_Blake-Moore@gov.nt.ca

if to the Recipient at: Mayor, Town of Fort Smith
BOX 147
FORT SMITH, NT X0E 0P0
Fax: (867) 872-8401
E-mail: kmorrison@fortsmith.ca

or to such other address or person that either party may identify by notice to the other.

Dispute Resolution

22. All disputes about the interpretation and application of this Agreement shall be resolved by the Minister of Municipal and Community Affairs on behalf of the GNWT, in the Minister's sole discretion, and the Minister's decision shall be final.

Severability

23. The parties intend that all provisions of this Agreement shall be fully binding and effective but if any particular provision or part of or all of one provision is found to be void or unenforceable for any reason, then that particular provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in force.

General Terms and Conditions

24. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
25. Time shall be of the essence in this Agreement.
26. The term “Recipient” includes all officers, employees, servants and agents of the Recipient, as the case requires.
27. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
28. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
29. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising from this Agreement.
30. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.

[The remainder of this page is intentionally left blank.]

31. This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when both parties have executed an identical counterpart, despite all signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

IN WITNESS WHEREOF the parties have executed this Agreement through their authorized representatives as follows:

SIGNED on behalf of the Government of the Northwest Territories by Mary Blake-Moore, Regional Superintendent, South Slave Region on _____
(month) __ (day), 20__.

Signature

Print Name

SIGNED on behalf of the Municipal Corporation of the Town of Fort Smith by Lynn Napier Buckley, Mayor on _____ (month) __ (day), 20__.

Signature

Print Name

Schedule "A"
Quarterly Report

Correspondence March 2018

March 1, 2018	Fort Smith Rec Hockey League	Donation Request	3160
March 7, 2018	Municipal World	Newsletter	1126
March 12, 2018	GNWT-ITI	Updates to the NWT Petroleum Legislation	1851
March 12, 2018	Senior's Society	Handicap Parking	3612
March 14, 2018	GNWT-MACA	Infrastructure Program	1820
March 14, 2018	GNWT-MACA	MACA Update	1820
March 14, 2018	A&B	Newsletter	1126
March 16, 2018	UGFC	Support Letter	3613
March 16, 2018	Legislative	Independent Commission to Review Members' Compensation and Benefits	1810
March 16, 2018	Vaughne Greenland	Complaint	2212
March 17, 2018	Interlocking Design	Newsletter	1126
March 20, 2018	NWTLC	Newsletter	1126



**Town of Fort Smith
Licensing Report
March 2018**

Business License Holder	Number	Details
Fort Smith Day Care Society	162	day care society
Ptarmigan Inn Hotels Ltd.	163	catering/food services for AWG
Gen Cote Contracting/Consulting	164	finishing, carpentry and event organizing
Brenda Tuckey Photography	165	photography services
NWT Paintball Association	166	paintball association
Westwell Industries	167	online retail/paitball supplies
DW Tool Sales/MAC Tools	168	tool sales
C-Pow Productions	169	audio production and equipment rentals, home renovations, general contracting
Taiga Tour Company	170	tourism, tourism training, general contracting, first aid and safety
Development Permit Holder	Number	Details
Mario Berls and David Purchase	5	home occupation - arts/crafts, book keeping services
Lottery License Holder	Number	Details
Ann's Angles Slo Pitch Team	10	50/50 Raffle - Series
Fort Smith North Stars	11	50/50 Raffle
Dog Tag Holder	Number	Details
Shelby Moeller	20	shepard/lab
Shelby Moeller	21	shepard/huskey
Rolf Ziemann	22	boxer
Linda Germo	23	border collie
Ski-Doo Licenses	Number	Details
No licenses issued this month		