














Town of Fort Smith Corporate Services Committee

Tuesday, April 2, 2019, at 7:00 pm.

AGENDA

1. Call to Order
2. Delegation
3. Declaration of Financial Interest
 - a. Statement of Disclosure of Interest
4. Review
 - a. Agenda
 - b. Minutes
 - c. Vision and Values
 - d. Strategic Plan
5. Governance
 - a. Council Priorities
6. Directors Report
 - a. Accounts Paid Part I
 - b. Accounts Paid Part II
 - c. Correspondence
 - d. License Report
7. Bylaw/Policy Review and Development
8. Administration
 - a. FCM Conference
 - b. Aurora College Award – Duncan MacPherson Citizenship Award
 - c. Premier’s Visit
 - d. Board Reporting
9. Other Business
 - a. Briefing Note MACA O&M Funding Contribution Agreement 2019-2020
 - b. Briefing Note MACA W&SS Funding Contribution Agreement 2019-2020
 - c. In-Camera Session *CTV Act S.23(3)(c) Personnel Issue*
10. Excusing of Councillors
11. Date of Next Meeting
12. Adjournment

Attached Documents
 Statement of Disclosure of Interest
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  Corporate Services Minutes March 5, 20 </div> <div style="text-align: center;">  Vision and Values </div> <div style="text-align: center;">  Strategic Plan </div> </div>
 Council Priorities
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  Accounts Paid Part I </div> <div style="text-align: center;">  Accounts Paid Part II </div> </div>
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  Correspondence March 2019 </div> <div style="text-align: center;">  License Report March 2019 </div> </div>
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  BN MACA OM Funding 2019 2020 </div> <div style="text-align: center;">  BN MACA WSS Funding 2019 2020 </div> </div>



Town of Fort Smith
Code of Conduct for Council Members

ATTACHMENT A

STATEMENT OF DISCLOSURE OF INTEREST

Name of Council Member: _____

Date of Disclosure: _____

Council Meeting or _____

Committee Name: _____

Meeting Date: _____

Agenda Item: _____

Agenda Item Description: _____

Description of type and nature of Interest (i.e., Interest or Conflict of Interest)

Interest: Personal

 Pecuniary

Conflict of Interest:

Signature: _____ Date: _____

Councillor: _____

Office Use Only:

Recorded by _____ at: _____

Initials: _____

Date: _____



Town of Fort Smith
Corporate Services Committee
Tuesday, March 5, 2019, at 7:00 pm

Chairperson: Mayor Napier-Buckley
Members: Cr. Westwell, Cr. Pischinger, Cr. Beaulieu, Cr. Cox, Cr. McArthur,
Cr. Couvrette, Cr. Campbell
Regrets: D/M Smith
Staff Present: Keith Morrison, Senior Administrative Officer; Jim Hood, Director
of Corporate Services; Katie Reid, Executive Secretary

1. Call to Order

Mayor Napier-Buckley called the meeting to order at 7:00 pm.

2. Declarations of Financial Interest

- a. Statement of Disclosure of Interest – Cr. McArthur declared a financial interest with respect to the Accounts Paid Part II.

3. Review

- a. Agenda –The agenda was reviewed. Administration advised that a donation request was received from the Thebacha Dog Musers late Friday afternoon for a cash contribution towards their annual races occurring during the Wood Buffalo Frolics.

RECOMMENDATION

Moved by: Cr. Westwell

Seconded by: Cr. Cox

That the agenda be adopted as amended to include discussion on the donation request from the Thebacha Dog Musers.

CARRIED UNANIMOUSLY

- b. Minutes – The minutes of February 5, 2019, were reviewed and have been adopted at the Council meeting of February 19, 2019.
- c. Vision, Values and Priorities – The Vision, Values and Priorities were reviewed.
- d. Strategic Plan – The Strategic Plan was reviewed. Cr. Couvrette asked if the packages would be updated with the completed Strategic Plan. Administration replied that edits have been incorporated and that the document would be included in the next package. He advised that the Council Priorities would be replaced by the schedule of governance priorities in the Strategic Plan and that the Vision, Values and Priorities would be reduced to the Vision and Values. Mayor Napier-Buckley advised that she would provide updates on the Council Priorities at each meeting.

4. Governance

a. Council Priorities

- i. Property Tax Issues – Administration advised of the disagreement between SRFN, the GNWT, and the Federal Government over ownership of land within reserve boundaries resulting in delayed billing of property taxes. He informed Council that the parties have come to a resolution, and although there is still an outstanding revenue amount for the property taxes in the Fourth Quarter Variance Report, the Town is working to recover the funds.

- ii. Commissioner's Land within Municipal Boundaries – Administration is encountering difficulties in acquiring the Commissioner's land where the Snowboard Park is located. The GNWT is being hesitant in transferring the land and haven't defined the reason why.
- iii. Aurora College Program Review – Mayor Napier-Buckley advised that the Associate Deputy Minister position has been filled and that the position started March 4th. She noted that discussion on post-secondary renewal was a high-interest topic among members in attendance at the NWTAC. It was indicated during discussion among members that many communities had not seen the Foundational Review document or the GNWT's response to the Review. Mayor Napier-Buckley will also be developing a letter identifying work the community has done to date, in conjunction with the Foundational Review document and GNWT's response, to be circulated to communities. Cr. Couvrette asked if an invitation has been sent to the new Associate Deputy Minister to visit Fort Smith. Mayor Napier-Buckley replied that an invitation has not yet been sent.
- iv. Daycare – Administration advised that the Aurora College had previously offered multiple buildings to house the daycare and that none of the buildings offered were in suitable shape. The buildings were in various states of disrepair and requiring work to bring them to standard. In an effort to resolve the issue, a letter from the Mayor was sent to multiple Ministers requesting the repair of one of the buildings offered to house the daycare. The Minister of ECE responded offering no repairs and advising that the buildings were no longer available to the Town until declared surplus and that they were not planning to surplus them at this time. Administration noted that the Town is now in a worse position than before with potential housing opportunities for the daycare being revoked. He advised that immediate next steps are to implement a rental agreement with the daycare for rental space in the Recreation Centre to commence the program when ready. He would hope the GNWT would support the valid initiative and noted that they are doing the opposite. Mayor Napier-Buckley indicated that it was discussed at the NWTAC AGM that other communities are also having daycare issues. She noted that it was not brought up that GNWT declined the Town's request for suitable space and suggested continuing to follow up with various GNWT departments. Cr. Couvrette suggested a response back to the Minister of ECE is in order as they have indicated that they do support the development of daycares.

5. Director's Report

The Director of Corporate Services informed Council that the department is preparing for the auditors. With changes in staff and operations, extra casual staff have been hired on a temporary basis in preparation for the audit and to help with human resources. He advised that the Board of Revision would be meeting at 9:00 am on March 13th to hear the appeals of assessment to finalize the assessment roll and calculate the Mill Rate for property tax billings. Additionally, the Town is waiting for the School Tax Mill Rate before the Mill Rate Bylaw can be finalized. He expects tax notices to be delayed until April.

- a. Accounts Paid List Part I – The Accounts Paid List was reviewed. Cr. Westwell requested that the Accounts Paid List come before Council as a report that would not require approval by motion. He felt that a motion is unnecessary as the cheques have already been processed. Administration requested time to research why the current process was initiated and suggested it may be in place to make reporting more transparent. He suggested that if a motion was made to implement the process, a motion would be required to revert the process. Administration will provide a briefing note for the Corporate Services meeting on the issue.

Cr. Cox noted that \$21,000 was paid to the computer management group for annual maintenance and asked if the amount is normal. The Director advised that the amount is an annual fee for regular updates to the software and support services. Cr. Cox requested an update on the repair made to the arena ice plant. Administration advised that a censor failed and was replaced by a local contractor.

RECOMMENDATION

Moved by: Cr. Westwell

Seconded by: Cr. Couvrette

That the Accounts Paid Part I for the period February 28, 2019, totaling \$596,562.27 be approved.

CARRIED UNANIMOUSLY

Cr. McArthur declared a financial interest and left the meeting.

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

RECOMMENDATION

Moved by: Cr. Cox

Seconded by: Cr. Campbell

That that Accounts Paid Part II for the period ending February 28, 2019, totaling \$4,145.40 be approved.

CARRIED UNANIMOUSLY

Cr. McArthur returned to the meeting.

- c. Correspondence – The Correspondence list for February 2019 was reviewed. Cr. McArthur requested an update on the correspondence received from Trevor Tordiff. Administration advised that Mr. Tordiff argued that the Town piled snow onto his property, blocking the sightline, and causing his tenants to move out. It was determined that the Town did not pile the snow there and advised that the snow dumps are available to contractors when clearing snow. He noted that the Town intends to update policy and bylaw in regard to the issue. Also, it is a criminal offence to pile snow on another person's property and not a municipal issue. Cr. Westwell noted that the front portion of property is Town easement.

Cr. Campbell requested an update on the invitation for the Mayor to attend the Arctic Development Expo. Administration believes that the expo is Inuvik's annual oil and gas conference. He noted that the conference invitations are unfunded and lean heavily toward oil and gas in the Delta Region. Cr. Couvrette advised that the expo is a major revenue generator in the community and felt that the Town should host a similar event. He noted that there are multiple funding opportunities available to sponsor events of this nature. Administration replied that the Town does see conferences as a viable revenue generator, although it has been identified that there is a lack of rooms/beds available in the community which is a requirement to host.

Additionally, he advised of the roof or bed tax mechanism which allows municipalities to add 3-5% tax on room charges. He noted that the tax implementation was championed by MACA at the behest of Yellowknife and that Yellowknife has stated that they also have interest in the small/medium size conference market. He noted that any conferences the Town may have wished to host are now predated upon by Yellowknife and that they are able to subsidize from the money generated from taxing hotel rooms. In addition to this, Fort Smith cannot compete with the scale of tax revenue generated in comparison to the number of rooms that are available in Yellowknife.

- d. Licensing Report – The February 2019, Licensing Report was reviewed. Administration reported that to date there are currently 151 businesses licensed in the community and that on average there is 200-250 by year end. Cr. Westwell acknowledged the Town's expediency in processing business licenses.
- e. Briefing Note 2018 Fourth Quarter Variance Report – The briefing note and 2018 Fourth Quarter Variance Report was reviewed. Administration apologized for the late briefing note. Initial review shows all budgets are within budget, although not all labour allocations and amortizations are included and will be implemented as part of the audit.

SRFN Payment in Lieu of Taxes (PILT) has yet to be invoiced given discrepancies in the assessment roll. The issue has recently been resolved and the Town is in the process of invoicing for the outstanding amount.

Interest income is carried over from the Third Quarter Variance Report. Interest on accounts receivable is an indicator of unpaid taxes and the accrual of interest on these accounts make it more difficult for residents to pay their debt. Current efforts to resolve unpaid property taxes has resulted in approximately \$100,000 in past-due accounts collected, and approximately fifteen residents agreeing to payment plans with the Town. Outstanding property tax accounts will go to auction late 2019. Additionally, interest on reserve balances indicates unspent capital funds and work undone.

Recreation revenues continue to be below that of previous years and further review shows that revenues have been decreasing since 2016. Administration advised that this may be due to how rate scales are structured and how the facility is being used.

Administration advised that water revenue is \$100,000 below the budgeted amount and that he is determining why through a thorough investigation.

Revenues from tipping fees is lower than the budgeted amount but has improved from the past two years due to returning to the process of only allowing residential households to qualify for spring and fall clean-up. He anticipates revenues will meet expectations in 2019.

Administration advised that arena revenues have increased, and development permit revenues are down from 2018. He noted that there were multiple large buildings constructed in 2018 which is likely the cause of the reduced development permit revenue.

The Town received a mid-year contribution increase to the GNWT General O&M and Utility funds from MACA. He noted that the Town budgets based on the previous years budget.

Administration advised that election expenses were unbudgeted which exceeded \$10,000.

Ambulance salaries and wages are overspent due to additional scheduling of attendants and payment of honouraria in the absence of the Protective Services Supervisor.

Telecommunication costs continue to increase with the implementation of cell phones and associated technologies in the workplace. The Town is preparing for an organization-wide review of communication strategies.

Arctic Winter Games has resulted in overages in several areas including salaries & wages, advertising, marketing, facility operations, and the public relations budget.

Vehicle repairs and maintenance expenditures continue to increase as fleet ages. Administration advised that the new trucks purchased are saving the Town money already.

Utility costs are overspent as heating oil has increased in price along with a cold winter season. Street lighting costs are reduced due to the implementation of LED lighting. Arena electric heating costs have increased although is partially offset by a reduction in heating fuel expenses and the 2019 budget has been revised to reflect this.

Administration advised that the Senior Citizens Tax Relief Program is over budget at \$168,000. The amount was increased for the 2019 budget, however final 2018 expenses are looking to exceed the 2019 allocation due to an increase in disabled registrations for the program.

Water Treatment Plant heating costs have decreased and is being reviewed. The decrease in cost is most likely due to the new boiler burners installed in 2018 resulting in greater savings than anticipated.

Administration advised that some salary and wages appear to be over spent but are often offset by additional revenue. The Town is working to better track offset salary and wages.

Cr. McArthur noted that insurance appears to be overspent by \$7,500 and requested an update. Administration advised that insurance is billed under the O&M budget but needs to be reallocated to appropriate budgets. He noted that when the allocations are performed the amount will be accurate to the budget.

RECOMMENDATION

Moved by: Cr. Couvrette

Seconded by: Cr. McArthur

That the 2018 Fourth Quarter Variance Report be adopted as presented.

CARRIED UNANIMOUSLY

6. Bylaw/Policy Review and Development

- a. Establishment of the Bylaw Review Committee – Administration advised that the purpose of the Bylaw Review Committee is to provide direction to Administration for the development of policies and bylaws. Administration requested that a maximum of three Councillors be appointed to the Committee and noted that the Mayor is an ex-officio member at all meetings. Administration advised that D/M Smith has expressed interest in sitting on the committee. Cr. Couvrette and Cr. Cox are also interested in sitting on the committee.

RECOMMENDATION

Moved by: Cr. Westwell

Seconded by: Cr. McArthur

That D/M Smith, Cr. Cox, and Cr. Couvrette be appointed to the Bylaw Review Committee.

CARRIED UNANIMOUSLY

7. Administration

- a. Development Appeal Board Councillor Appointment – Administration requested that a Councillor be appointed the Development Appeal Board for the period of their term on Council. He noted that Development Appeal Board meets to hear appeals of the decision of the Development Officer. Cr. Westwell expressed interest in sitting on the Development Appeal Board.

RECOMMENDATION

Moved by: Cr. Cox

Seconded by: Cr. Pischinger

That Cr. Westwell be appointed to the Development Appeal Board for a term ending November 2021.

CARRIED UNANIMOUSLY

8. Other Business

- a. Briefing Note DPA-004-19 John McKinnon – The briefing note was reviewed. Administration advised that there is no impact to neighbours with the implementation of Mr. McKinnon's business and that the Development Officer has no concerns with the application.

RECOMMENDATION

Moved by: Cr. Westwell

Seconded by: Cr. Cox

That DPA-004-19, submitted by John David McKinnon, to operate a mapping and photography services home occupation business from Lot 674, Plan 358, 50 Pelican Street, in Fort Smith be approved.

CARRIED UNANIMOUSLY

- b. Thebacha Dog Musers Donation Request – The letter from the Thebacha Dog Musers was reviewed by Council. Administration advised that the letter was received late Friday and that there wasn't opportunity to provide a briefing note with the timeliness of the request. Administration advised that the Thebacha Dog Musers is a long-standing part of the Wood Buffalo Frolics and were feeling left out of events this year and did not have access to WBF funding or put on the agenda, etc. As a result, they felt the need to carry on tradition and continue the event on their own. Administration had met with Robert (Sholto) Douglas and heard his concerns and advised to him that the Town does not run the WBF and that the event is organized by the not-for-profit Wood Buffalo Frolics Society. Administration advised that the Town does receive financial statements from the WBF Society prior to issuing the annual contribution. He noted that the request is before Council to determine if they would like to donate.

Cr. Westwell felt that issuing cash donations for cash prizes isn't good practice. He also noted that the \$8,000 donation request is more that what the Town provides for contribution agreements. He doesn't think Council can support the request for more than \$1,000 unless more funds are allocated to the donations budget.

Cr. Campbell requested an update on the remaining funds left in the donations budget. Administration answered that there is \$2,000 left in the donations budget.

Cr. Campbell felt that Council should donate to the organization as they bring people and money to the community. Cr. Cox doesn't think spending the whole donations budget within two meetings is prudent of Council and advised that there would be no leeway for future donation requests this year. She doesn't object to supporting the organization but would suggest a \$500 donation. Cr. Westwell would like to support the organization but does not support cash prizes and noted that the majority of donation requests are received in November and December. He suggested that the Bylaw Review Committee reopen the donations policy to set guidelines and to help Council with governing objectives. Cr. Couvrette also has concerns with funding cash prizes and suggested that the Town support the organization with the cost for trail development or the banquet and incidental costs.

Cr. Beaulieu advised that she sits on the WBF Society and that they had offered the Thebacha Dog Mushers funding in which they refused. She noted that they did not want anything to do with the WBF Society and wanted to run a separate event.

Administration suggested that there may be more at play than funding and suggested that the organizations may not be getting along. He asked how Council would address this and noted that perhaps the long-standing event doesn't occur. Cr. Campbell noted that the dog mushing races are a great event for the community. Cr. Cox doesn't think Council can accept responsibility if the races do not occur and noted that the donation request was received only one week prior to the races.

RECOMMENDATION

Moved by: Cr. Campbell

Seconded by: Cr. McArthur

That the Town of Fort Smith donate \$2,000 to the Thebacha Dog Mushers for their dog sled races during the Wood Buffalo Frolics.

IN FAVOUR – CR. CAMPBELL, CR. MCARTHUR

OPPOSED – CR. WESTWELL, CR. COUVRETTE, CR. COX

ABSTAINED – CR. PISCHINGER, CR. BEAULIEU

MOTION DEFEATED

9. Excusing of Councillors

RECOMMENDATION

Moved by: Cr. Couvrette

Seconded by: Cr. Campbell

That D/M Smith be excused from the Corporate Services Standing Committee meeting of March 5, 2019.

CARRIED UNANIMOUSLY

10. Date of Next Meeting

The next Corporate Services Standing Committee meeting will be held on April 2, 2019.

Cr. Couvrette advised that he would be submitting a letter to request a motion be included in the next meeting.

11. Adjournment

RECOMMENDATION

Moved by: Cr. Couvrette

Seconded by: Cr. Cox

That the meeting be adjourned at 8:20 pm.

CARRIED UNANIMOUSLY

Vision

The vision statement outlines what our community wants to be. Our vision statement provides a basis for future decision-making and activities.

The Town of Fort Smith will work with our 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

The mission defines how the Town will operate; it represents what is fundamentally important to us in how we work with each other and represent the citizens of Fort Smith.

- **Welcoming** – we are a friendly community which embraces our visitors, students and residents alike.
- **Innovative** – we take on new challenges in the pursuit of excellence.
- **Sustainable** – we are committed to sustainability in our Town’s operations and development.
- **Unified** – we work with Indigenous governments and our partners to implement our plans and achieve our goals.
- **Committed** – we operate professionally and to the highest ethical standards.



Fort Smith
Northwest Territories
UNEXPECTED. UNFORGETTABLE.

TOWN OF FORT SMITH

STRATEGIC PLAN - 2018



WELCOMING | INNOVATIVE | SUSTAINABLE | UNIFIED | COMMITTED

Message from the Mayor



On behalf of the Town Council for the Town of Fort Smith, I am pleased to present the new Strategic Plan. This plan provides direction for how the Town will move forward in priorities, decisions, and opportunities for the next several years.

We have been able to meet with residents, businesses, and other Governments throughout the town to talk about what is vital to our community growth, wellness, sustainability, roles, economy, values, and identity. It is through the engagement process that we identified and consolidated the goals that you see as essential for the municipality. Many are under the mandate of the Town, while many others highlight the role that we need to take as a facilitator on social and wellness issues and as an advocate for our community.

Our decision-making process connects to the vision that our community has put forward. As we resolve issues that come before Council and how we will proceed, the Strategic Plan will be an integral part of those discussions. The Strategic Plan will be brought forward to the community for continued engagement through implementation.

We look forward to bringing to life the vision that we have created together.

Mayor Lynn Napier-Buckley

Contents

Introduction	2
Background	3
Demographics	4
Process	7
Vision	8
Values	8
Priorities	9
Goals, Strategies and Actions	10
To retain existing and attract new residents.	11
To be the healthiest community in the Northwest Territories.....	13
To be a leader in sustainability.	15
To grow our role as the education leader in the NWT.	16
To create a vibrant local economy.....	18
To operate a responsive and transparent government.....	20
Next Steps	23
Appendix - Foundational Documents	24

Introduction

Building on the successful implementation of the 2010 Strategic Plan, Town Council initiated a Strategic Plan update. A community engagement process was undertaken to better understand the priorities that residents feel their local government should focus on.

This Strategic Plan is an important document for our town. It defines where we want to go as a community and provides us with the map to get there. It helps us to respond effectively and efficiently to issues facing our community and to take advantage of new opportunities that arise. It's about setting the direction that will help to maintain the kind of town we want.

We spoke with over 200 Fort Smith residents about your priorities for our town through an intensive engagement process. Whether you responded to the survey, attended a community event or participated through an advisory board, we thank you for being part of the process.

Strategic Planning is an on-going process. We will need additional input from our residents as we implement this plan. We hope that you will continue to partner with us, so we can continue to meet your needs now and in the future.

On behalf of the Town of Fort Smith Council and Staff, the Mayor and Council are pleased to present our 2018 Strategic Plan. This Plan establishes our goals and sets our direction over the next several years.

Background

The Town of Fort Smith is nestled on the banks of the Slave River¹. Once the capital of the Northwest Territories, Fort Smith has always been a hub of activity. For centuries, the Dene and Métis hunted and fished the land and tributaries flowing into the Slave River. The waterway was key to their movements, following the ancient rhythms of animals and seasons. Explorers and fur traders later used the Slave as a gateway from the Prairies when travelling north from Lake Athabasca.

Fort Smith was the site of a Hudson Bay settlement. For 200 years, all freight from the south travelled the Slave River. Due to the formidable rapids at Fort Smith, this freight would need to be portaged. This was the route to the Arctic until a highway to Hay River was built in 1949 and freight was transported to Great Slave Lake. Fort Smith was the capital of the Northwest Territories until 1967.

Today, its residents describe Fort Smith as a friendly, welcoming community. It has much to offer to residents and visitors alike. The Town has modern facilities, including a library, arena, snowboard park, track and field facility, pool, curling rink, and large gymnasium; excellent health and social services; and regular community programming for all age levels. Health and safety are ensured by the local RCMP detachment, volunteer fire and ambulance departments, the volunteer animal society, and the Fort Smith Health and Social Services Centre.

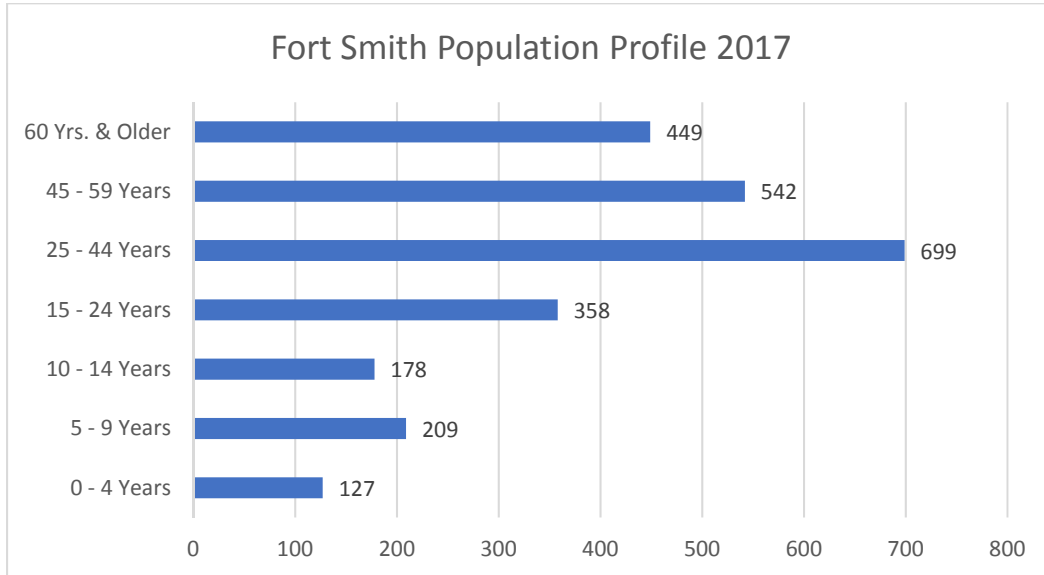
Fort Smith is the NWT education capital. All grades are available, from Nursery School, Head Start, Junior Kindergarten, Kindergarten to Grade 12, as well as French immersion and alternative education programs. The town is also home to Aurora College's headquarters and largest of three campuses.

World-class rapids, the world's largest Dark Sky Preserve, a UNESCO World Heritage Site and territorial and national parks are all nearby. The Northern Life Museum and Cultural Centre features impressive cultural and natural collections from the Thebacha region.

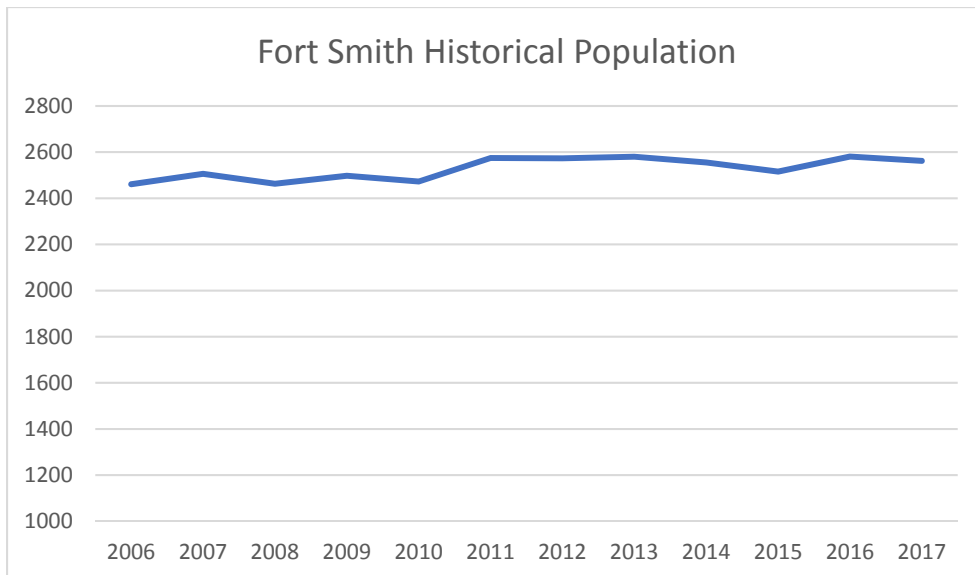
¹ From Town of Fort Smith Website

Demographics

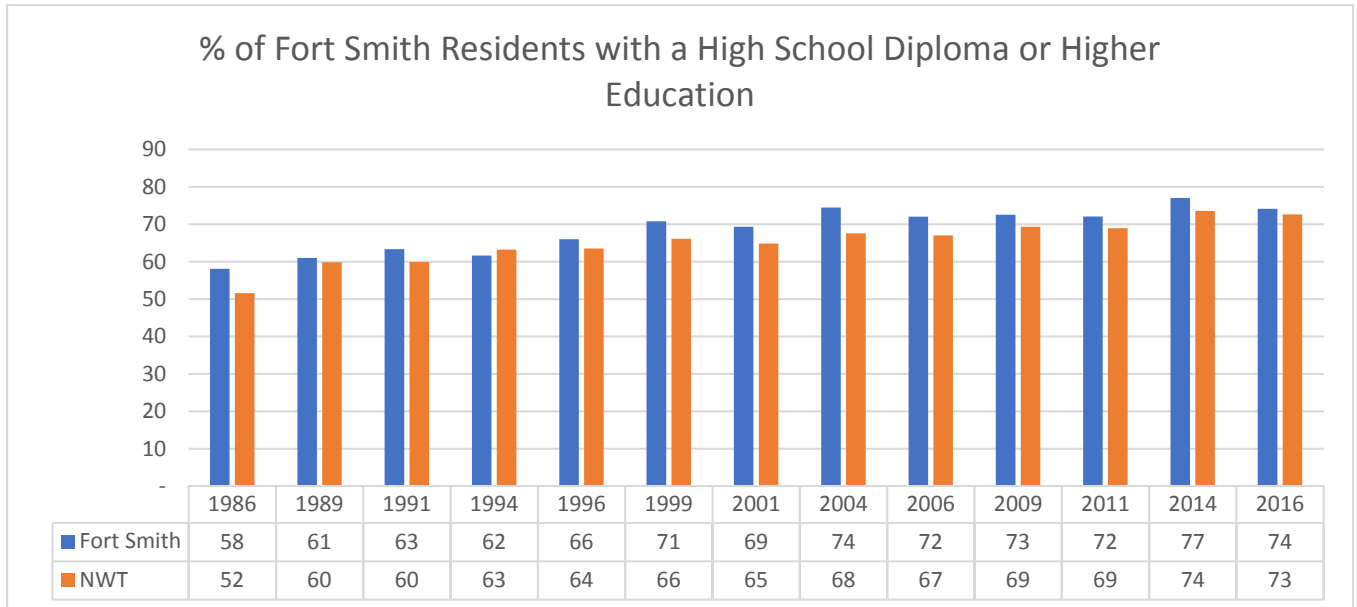
The 2017 population profile below shows that the largest age group in Fort Smith is from ages 25-44. While this is significant, it is also worth noting that 34% of the population is under the age of 24 and 39% of the population is over the age of 45.



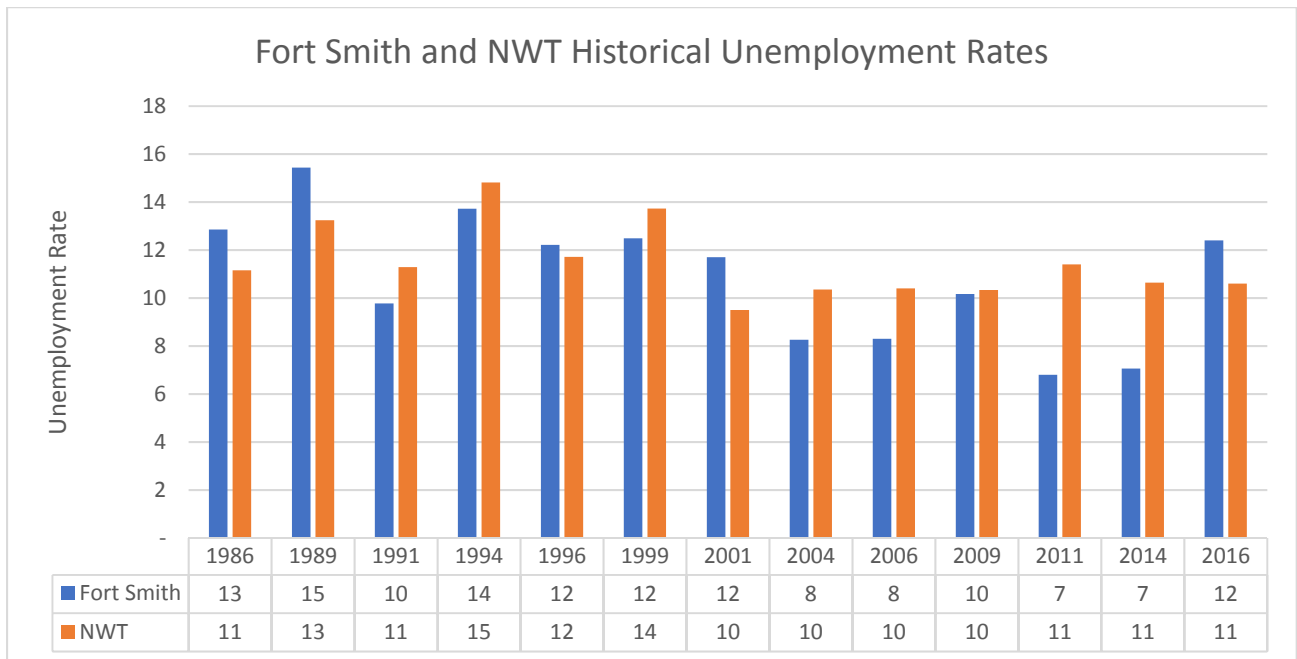
From 2007 to 2017 there was a slight increase in the population of Fort Smith. It grew by 0.2% in that time frame. However, the population of the age group 60 + rose by 4.2% over those 10 years.



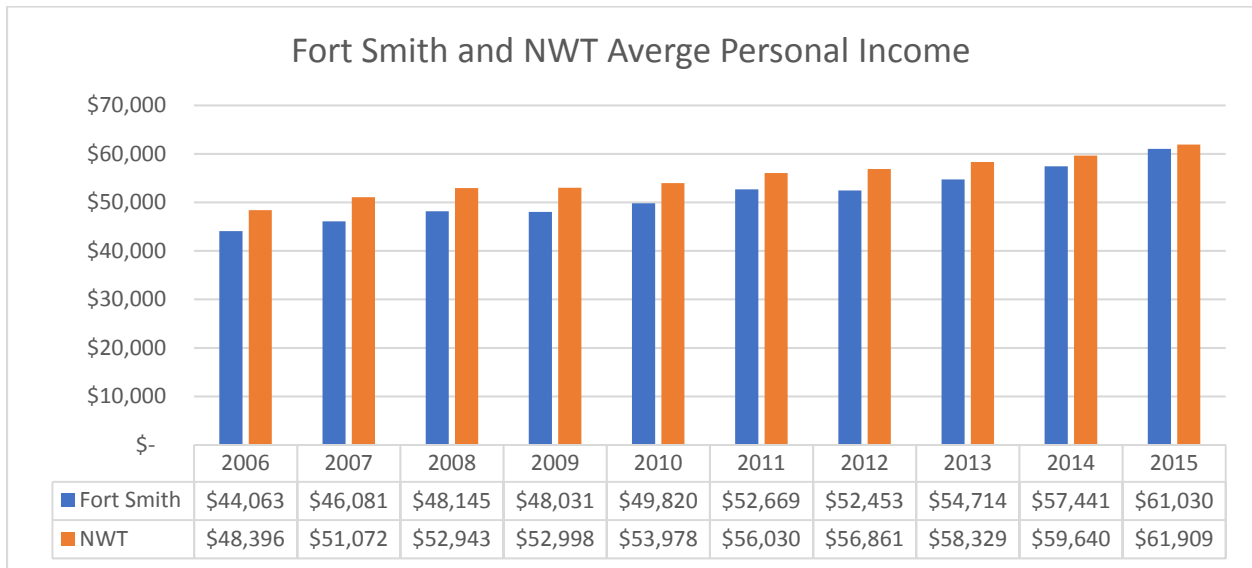
Fort Smith is a well-educated community. Those who hold a high school graduation diploma or have achieved higher education has increased in Fort Smith and throughout the NWT from 1986 to 2016. In general, the percentage of residents with a high school diploma or higher education is higher among those living in Fort Smith than the whole of the NWT.



The unemployment rate in Fort Smith is generally lower than the NWT.



Average incomes in Fort Smith continue to rise. From 2006 to 2015, the average personal income has been slightly lower in Fort Smith than in the Northwest Territories. However, the increase in income during this period has been higher in Fort Smith.



Process

The community engagement process took place over a 12-month period in 2017 and 2018. More than 200 residents participated and identified opportunities for Fort Smith's future. The perspectives gathered provide direction for the updated Strategic Plan. The process included the following opportunities for engagement:

- Community Survey
- Stakeholder workshops (7) – Northern Life Museum, Fort Smith Housing Authority, Chamber of Commerce, Fort Smith Métis Council, Fort Smith Seniors Society, Salt River First Nation, Smith's Landing First Nation, and Fort Smith Health and Social Services Society.
- Mayor and Council Workshops (3)
- Town of Fort Smith Advisory Board Workshops – Culture, Recreation, Tourism and Trade, and Sustainable Development.
- Information Booth at Aurora College
- Youth Visioning Workshop
- World Café

Vision

The vision statement outlines what our community wants to be. Our vision statement provides a basis for future decision-making and activities.

The Town of Fort Smith will work with our 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

The mission defines how the Town will operate; it represents what is fundamentally important to us in how we work with each other and represent the citizens of Fort Smith.

- **Welcoming** – we are a friendly community which embraces our visitors, students and residents alike.
- **Innovative** – we take on new challenges in the pursuit of excellence.
- **Sustainable** – we are committed to sustainability in our Town’s operations and development.
- **Unified** – we work with Indigenous governments and our partners to implement our plans and achieve our goals.
- **Committed** – we operate professionally and to the highest ethical standards.

Priorities

Key themes and priorities emerged through the community engagement process. The residents of Fort Smith have a clear perspective on our Town's priorities. They are presented in two sections. The first includes priorities within the Town's mandate to address; the second include priorities that the Town can work with other governments and agencies to achieve.

Town Mandate

- responsive government
- youth
- attraction and retention of residents
- partnerships with Indigenous governments and others
- safety and legislation
- infrastructure
- community services
- communication

Town as Facilitator

- health and wellness
- child care
- sustainability, energy and climate change
- education
- economy
- affordable housing

Goals, Strategies and Actions

Based on the priorities our goals are:

- **To retain existing and attract new residents**
- **To be the healthiest community in the Northwest Territories**
- **To be a leader in sustainability**
- **To grow our role as the education capital in the NWT**
- **To create a diversified local economy**
- **To operate a responsive and transparent government**

Each goal is supported by strategies and actions to address the priorities. We are committed to working toward achieving these goals.

To retain existing and attract new residents.

Accomplishments

- ☑ Downtown Development Plan
- ☑ Special awards program that contributes to communication with elders
- ☑ Community engagement
- ☑ Development of Westgrove III

Strategies

- Support the development of affordable housing within the town
- Support the development of high quality and affordable child care in the town
- Work with Indigenous governments to support their development plans
- Promote Fort Smith as the Best Place to Live North of 60
- Develop a road connecting Fort Smith with the south

Support the development of affordable housing within the town

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Identify tools the Town has to reduce housing costs	A		
Work with local developers to promote diversity of housing types	A		
Work with the Fort Smith Housing Authority		A	
Work with the College to explore feasibility of renovating and renting vacant student housing			G
Work with the GNWT to explore the feasibility of renovating and renting the RCMP homes being replaced			G
Lobby GNWT, Minister, and Federal Government for support to develop housing			G

Support the development of high quality and affordable child care in the town

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Work with partners to develop child care (including infant, toddler, pre-school and after school care) in the town	A		
Identify tools available to the Town to support the development of additional child care spaces	A		

Work with Indigenous governments to support their development plans

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Provide and expand municipal services to accommodate growth and development			A
Prepare for future and support settled land claims			A

Promote Fort Smith as the Best Place to Live North of 60 “Unexpected; Unforgettable”

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Develop and implement a promotional campaign stressing location, quality of life, outdoor recreation, facilities and services	A		
Partner with businesses and government agencies on a strategy to attract new residents		A	
Develop a Fort Smith fact sheet for orientation to Town services, amenities, recreation opportunities, etc.		A	

Develop a road connecting Fort Smith with the south

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Work with the GNWT, Government of Alberta, the Federal Government and Indigenous Governments in and around Wood Buffalo National Park to create the connection			G

To be the healthiest community in the Northwest Territories.

Accomplishments

- ☑ Rebuilding the arena
- ☑ Increased and stronger bylaw enforcement
- ☑ Fire smart program
- ☑ Partnership with RCMP
- ☑ Pedestrian and vehicle safety improvements
- ☑ Improvement in community services
- ☑ Track and field facility
- ☑ Thebacha Trail
- ☑ Snowboard park
- ☑ Hosting the Arctic Winter Games

Strategies

- Increase community wellness and overall health
- Maintain and improve existing community facilities
- Ensure the safety of our residents

Increase community wellness and overall health

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Work with partners to update the Community Wellness Plan	G		
Work with partners to identify funding for a Community Wellness Coordinator	G		
Offer healthy food and beverage options at all Town facilities	A		
Develop a youth-led strategy for meeting their health and recreation needs	A		
Continue to develop both indoor and outdoor active recreation opportunities	A		
Provide additional STEAM and literacy-based recreational opportunities	A		
Member of Council to attend the Seniors' lunch program to develop awareness of elder needs	G		

Maintain and improve existing community facilities

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Implement recreation facility upgrade (midlife retrofit)	A		
Implement park space assessment recommendations		A	
Replace Town Hall		A	
Replace Library		A	

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Develop new Protective Services Building (firehall and ambulance)		A	
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Ensure the safety of our residents

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Update and implement emergency preparedness plan	A		
Roll out and use the Mass Notification System	A		
Organise and attend monthly meetings with RCMP and quarterly meetings with Ambulance and Fire Department	G		
Increased and stronger bylaw enforcement presence (speeding, dog control, contamination and littering)		G	
Work with inter-agency to address youth crime	G		
Identify barriers among homeowners regarding implementing the FireSmart Education Program	A		
Update and implement the FireSmart program for Town lands, private lands and Commissioner lands	A		
Citizens on Patrol in Town (work with RCMP and Indigenous Governments)	G		

To be a leader in sustainability.

Accomplishments

- Contributions of the Advisory Boards
- Waste Management Strategy
- Arena has electrified boiler (back up oil boiler only used if no power)

Strategies

- Be the first carbon neutral community in the NWT
- Reduce waste

Be the first carbon neutral community in the NWT

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Update and continue to implement and monitor the Energy Plan	A		
Develop a climate change adaptation plan		A	
Explore the feasibility of replacing Town vehicles with electric vehicles			A
Develop a plan to replace fuel oil with hydro electricity for residents			A
Educate residents on energy efficiency measures			A
Work with builders to develop sustainable housing			A
Explore partnerships with the GNWT to retrofit existing buildings with energy efficient alternatives	A		
Partner with the GNWT to identify funding to support this strategy	A		

Reduce waste

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Implement recommendations of solid waste management and recycling study	A		
Explore feasibility of collection and composting of organics (food and garden waste)	A		
Identify funding opportunities to move plan implementation ahead more quickly	A		

To grow our role as the education leader in the NWT.

Accomplishments

- Enhanced partnerships with Joseph Burr Tyrell Elementary School and Paul William Kaeser High School
- Town support for school events and activities

Strategies

- Lobby the GNWT to maintain and grow Fort Smith's educational status in the NWT
- Building strong relationships with the Aurora College Student Community
- Foster relationship with our schools – Joseph Burr Tyrell Elementary School and Paul William Kaeser High School
- Maintain the headquarters for NWT post-secondary education in Fort Smith

Lobby the GNWT to maintain and grow Fort Smith's educational campus status in the Northwest Territories

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Work with Aurora College to initiate discussions with the GNWT about current and future plans for post-secondary education in the Northwest Territories	G		
Continue to emphasise Fort Smith's role as a campus town with lots to offer students	A		

Build strong relationships with the Aurora College Student Community

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Ensure college students feel welcome (i.e. add student tab to Town website)	A		
Host Town-sponsored events for students	A		
Connect high school students within and outside the community with College offerings	G		
Lobby the GNWT to replace Breynat Hall and replace/upgrade student housing	G		

Maintain the headquarters for NWT post-secondary education in Fort Smith

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Communicate regularly with the Campus Director	G		
Become closer to the governance of the College; communicate with the Office of the President	G		
Appoint a Council liaison person	G		
Identify opportunities to participate in Aurora College activities such as orientation, student appreciation week and graduation	A		

Lobby the GNWT to ensure that Aurora College headquarters remain in Fort Smith, to reestablish appropriate governance of Aurora College, and to reinstate programs recently abolished (teacher education, social work)	G		
Work with other territorial governments (municipal, Indigenous) GNWT Ministers and MLAs to emphasise the benefits of having Aurora College headquarters in Fort Smith, and the dangers of GNWT centralisation	G		

Foster relationship with our schools – Joseph Burr Tyrrell Elementary School and Paul William Kaeser High School

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Transition to elected members to the District Education Authority (DEA) with regular reporting back to Council	G		
Offer student awards	G		
Support lunch and crosswalk programs	G		
Review and update joint use agreement	A		
Provide tournament support	A		
Identify other opportunities to partner with our schools	A		
Hold annual youth visioning workshop	G		
Coordinate training in municipal government for youth in grades 10,11, and 12	A		
Create a youth voice on advisory boards	G		

To create a vibrant local economy.

Accomplishments

- Economic Development Strategy
- Hired Economic Development Officer

Overall Strategies

- Support implementation of Economic Development Strategy
- Continue training of Economic Development Officer
- Build capacity of the Economic Development department
- Ensure continuing roles for the Tourism and Trade Advisory Board

Goals + Strategies (from 2017 Economic Development Strategy)

Goal #1: Foster and Encourage Business and Job Creation and Retention Strategies

- Opportunities assessment
- Develop land & business inventory
- Gather input from business community
- Identify investment objectives & strategies
- Implement investment strategy
- Strengthen government positions in Fort Smith

Goal #2: Increase Communication with and within the Business Community Strategies

- Assess local business climate
- Provide educational & networking opportunities
- Regular communication with business community
- Support Chamber of Commerce with “Shop Local” campaign

Goal #3: Diversify the Local Economy Strategies

- Create a cooperative planning strategy with community and regional partners
- Identify areas of economic “leakage” and areas to recapture spending
- Encourage youth and emerging entrepreneurs

Goal #4: Attract and Retain Residents to live in Fort Smith Strategies

- Identify the current situation
- Define key target markets, messaging & strategy
- Develop a marketing strategy
- Increase housing options
- Create a resident ambassador program

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Goal #5: Enhance Livability

Strategies

- Identify areas needing improvement
- Strengthen public engagement
- Create a community improvement plan/program
- Create municipal funding program
- Identify transportation concerns
- Grow culture and arts sector

Goal #6: Attract Shoppers and Visitors from the Region into our Community

Strategies

- Direct marketing campaign
- Improve visitor experience

Goal #7: Champion and Assist with Tourism Product Development and Packaging

Strategies

- Champion new development
- Identify the barriers to tourism development
- Encourage cultural aspects of tourism products

Goal #8: Increase number of Festivals, Sporting Events and Conferences held in Fort Smith

Strategies

- Create/maintain active Volunteer Base
- Collaborate with local and territorial organisations to host and market events

Goal #9: Work with Regional Partners to Market Fort Smith (Hay River, Fort McMurray, Yellowknife, Edmonton)

Strategies

- Market Fort Smith regionally, nationally and internationally

To operate a responsive and transparent government.

Accomplishments

- ☑ Paving of roads
- ☑ More streetlights
- ☑ Improved clearing of roads and sidewalks
- ☑ Waste Management Plan
- ☑ Updating bylaws
- ☑ 20 Year Capital Plan
- ☑ Council representative on the Museum Board
- ☑ Continuing implementation of Infrastructure Plan
- ☑ Stability in management
- ☑ Invigoration of Advisory Boards
- ☑ Website
- ☑ Opportunities for citizens to be involved in governance without being on Council

Strategies

- Continue to provide high quality programs and services to our citizens
- Implement the calls to action for municipal governments from the Truth and Reconciliation Commission
- Be the employer of choice in the NWT
- Maintain and improve existing community infrastructure
- Review legislation to ensure it is up to date and relevant
- Ensure community members are well-informed
- Improve communication and dialogue with other levels of government including government agencies and boards
- Formalise orientation for new and returning Mayor and Council by Administration to ensure continuity after elections

Continue to provide high quality programs and services to our citizens

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Undertake annual community services satisfaction survey to identify improvements and solicit ideas for new programs and services	A		
Continue tax relief program for seniors and disabled persons		G	
Coordinate annual meeting of all Advisory Boards; facilitate sharing of information between Boards; quarterly Chair meetings	G		
Develop a Sponsorship Policy to increase revenue available for programs and services	A		

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Recognise and support the work of volunteers	G		
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Implement the calls to action for municipal government from the Truth and Reconciliation Commission

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Fully adopt and implement the <i>United Nations Declaration on the Rights of Indigenous Peoples</i> as the framework for reconciliation	G		
Reform policies and bylaws in support of decolonisation	G		
Provide education to staff on the history of Indigenous people, including the history and legacy of residential schools, the <i>United Nations Declaration on the Rights of Indigenous Peoples</i> , Treaties and Indigenous rights, and Indigenous-Crown relations	A		

Be the employer of choice in the NWT

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Organise regular staff and Council meetings and social activities	A		
Highlight staff achievements	G		
Maintain a safe and respectful workplace	GA		
Maintain stability in management	GA		

Maintain and improve existing community infrastructure

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Repair and upgrade roads as required	A		
Repair and upgrade sidewalks as required	A		
Lobby GNWT and Federal Government to stabilise the slide zone		G	
Increase streetlighting as required	A		
Ensure that costs for water and solid waste are fully covered by users through user fees	A		
Continue to implement the 20 Year Capital Plan	A		

Review legislation to ensure it is up to date and relevant

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Continue the review of all bylaws, policies and procedures to ensure effectiveness and relevance	A		
Create new bylaws as required (i.e. legalization of marijuana)	A		

Ensure residents, college students and visitors are well-informed

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Develop community communications guidelines and policies	G		
Host an annual Open House to provide an update on Town activities and provide opportunities for public input	G		
Continue monthly calendar and community news sheet advertising local businesses and community events	A		
Make more effective use of media platforms to communicate Town events	A		
Work with the College to share information on Town activities	A		
Replace and relocate electronic sign	A		

Improve communication and dialogue with other levels of government including Indigenous governments

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Work with Indigenous governments to implement Municipal Service Agreements	G		
Foster partnerships with other agencies and organisations	G		
Regular meetings with Smith's Landing First Nation, Salt River First Nation and the Fort Smith Métis Council to discuss areas of common concern and provide support where applicable	G		

Formalise orientation for new and returning Mayor and Council by administration to ensure continuity after elections

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Develop a policy mandating orientation		A	
Develop procedures for when and how orientation will take place		A	

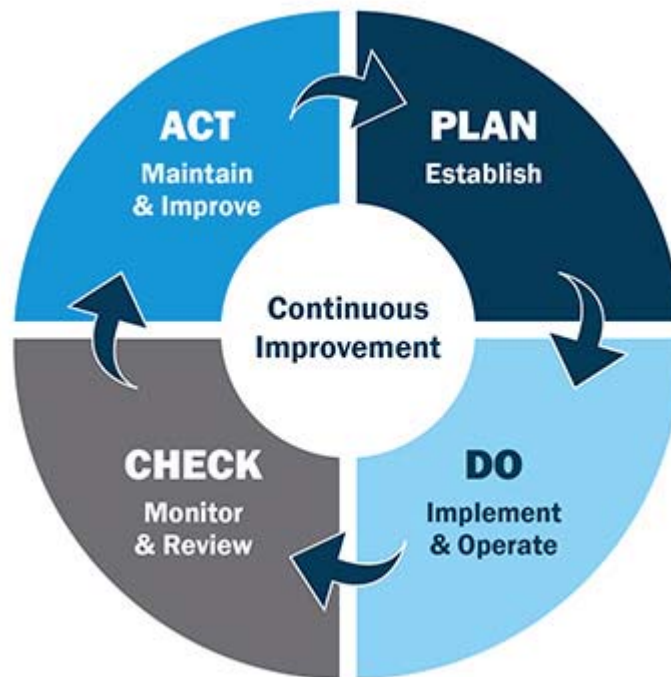
Next Steps

As a next step, we will work with staff to develop the financial plans to support the implementation of our Strategic Plan. Some of our strategies can be pursued, and action items can be accomplished, over the short-term while others might need to be pursued over the long-term.

Meeting our goals will require a coordinated effort from Mayor and Council, staff, Advisory Boards, other agencies and residents. Each Strategic Plan goal includes an implementation plan with suggested strategies and actions for addressing that goal. This is a critical starting point for the implementation of the Plan.

Evaluation and monitoring is the second key implementation tool. Evaluation and monitoring annually will enable us to:

- prioritize goals each year;
- set specific performance measures and performance targets;
- analyze progress towards meeting targets;
- reconsider goals and timing considering progress;
- involve residents in evaluating success; and
- communicate successes and challenges to residents as well as plans for the upcoming year.



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This approach provides a continual loop of planning, implementation and evaluation. It includes all stakeholders and involves residents in proactively planning community services as well as evaluating how community programs and services are meeting their needs.

Through this process we have identified our community values and priorities, and these will be our guide as we move forward. Our progress toward addressing these priorities and achieving our goals will be formally reported on through the Town's Annual Report.

Strategic Planning is an on-going process and your feedback is an important part of moving forward.

Appendix - Foundational Documents

Foundational documents

Below is a list of the documents reviewed as part of the process of developing the 2018 Town of Fort Smith Strategic Plan.

GNWT, **Cities, Towns and Villages Act** (2014)
GNWT, **Summary of Community Statistics** (2018)
Salt River First Nation, **Municipal Services Agreement** (2001)
Smith Landing First Nation, **Municipal Services Agreement** (nd)
Town of Fort Smith, **5 Year Capital Plan** (2010)
Town of Fort Smith, **20 Year Capital Plan** (2014)
Town of Fort Smith, **Capital Plan** (2016)
Town of Fort Smith, **Community Energy Plan** (2010)
Town of Fort Smith, **Community FireSmart Protection Plan** (2010)
Town of Fort Smith, **Community Services Master Plan** (2012)
Town of Fort Smith, **Drainage Assessment** (2010)
Town of Fort Smith, **Economic Development Strategy** (2017)
Town of Fort Smith, **Integrated Community Sustainability Plan** (2010)
Town of Fort Smith, **Parks and Open Space Plan** (2017)
Town of Fort Smith, **Tourism/Visitor Services Branding and Marketing Strategy** (2011)

To retain existing and attract new residents.

Support the development of affordable housing within the town

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Work with the College to explore feasibility of renovating and renting vacant student housing			G
Work with the GNWT to explore the feasibility of renovating and renting the RCMP homes being replaced			G
Lobby GNWT, Minister, and Federal Government for support to develop housing			G

Develop a road connecting Fort Smith with the south

Actions	1-2 Yrs	3-5 Yrs	6 Yrs +
Work with the GNWT, Government of Alberta, the Federal Government and Indigenous Governments in and around Wood Buffalo National Park to create the connection			G

To be the healthiest community in the Northwest Territories.

Increase community wellness and overall health

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Work with partners to update the Community Wellness Plan	G		
Work with partners to identify funding for a Community Wellness Coordinator	G		
Member of Council to attend the Seniors' lunch program to develop awareness of elder needs	G		

Ensure the safety of our residents

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Organise and attend monthly meetings with RCMP and quarterly meetings with Ambulance and Fire Department	G		
Increased and stronger bylaw enforcement presence (speeding, dog control, contamination and littering)		G	
Work with inter-agency to address youth crime	G		
Citizens on Patrol in Town (work with RCMP and Indigenous Governments)	G		

To grow our role as the education leader in the NWT.

Lobby the GNWT to maintain and grow Fort Smith’s educational campus status in the Northwest Territories

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Work with Aurora College to initiate discussions with the GNWT about current and future plans for post-secondary education in the Northwest Territories	G		

Build strong relationships with the Aurora College Student Community

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Connect high school students within and outside the community with College offerings	G		
Lobby the GNWT to replace Breynat Hall and replace/upgrade student housing	G		

Maintain the headquarters for NWT post-secondary education in Fort Smith

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Communicate regularly with the Campus Director	G		
Become closer to the governance of the College; communicate with the Office of the President	G		
Appoint a Council liaison person	G		
Lobby the GNWT to ensure that Aurora College headquarters remain in Fort Smith, to reestablish appropriate governance of Aurora College, and to reinstate programs recently abolished (teacher education, social work)	G		
Work with other territorial governments (municipal, Indigenous) GNWT Ministers and MLAs to emphasise the benefits of having Aurora College headquarters in Fort Smith, and the dangers of GNWT centralisation	G		

Foster relationship with our schools – Joseph Burr Tyrrell Elementary School and Paul William Kaeser High School

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Transition to elected members to the District Education Authority (DEA) with regular reporting back to Council	G		
Offer student awards	G		
Support lunch and crosswalk programs	G		
Hold annual youth visioning workshop	G		
Create a youth voice on advisory boards	G		

To operate a responsive and transparent government.

Continue to provide high quality programs and services to our citizens

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Continue tax relief program for seniors and disabled persons		G	
Coordinate annual meeting of all Advisory Boards; facilitate sharing of information between Boards; quarterly Chair meetings	G		
Recognise and support the work of volunteers	G		

Implement the calls to action for municipal government from the Truth and Reconciliation Commission

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Fully adopt and implement the <i>United Nations Declaration on the Rights of Indigenous Peoples</i> as the framework for reconciliation	G		
Reform policies and bylaws in support of decolonisation	G		

Be the employer of choice in the NWT

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Highlight staff achievements	G		
Maintain a safe and respectful workplace	GA		
Maintain stability in management	GA		

Maintain and improve existing community infrastructure

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Lobby GNWT and Federal Government to stabilise the slide zone		G	

Ensure residents, college students and visitors are well-informed

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Develop community communications guidelines and policies	G		
Host an annual Open House to provide an update on Town activities and provide opportunities for public input	G		

Improve communication and dialogue with other levels of government including Indigenous governments

Actions	1-2 Yrs	3-5 Yrs	6+ Yrs
Work with Indigenous governments to implement Municipal Service Agreements	G		
Foster partnerships with other agencies and organisations	G		
Regular meetings with Smith's Landing First Nation, Salt River First Nation and the Fort Smith Métis Council to discuss areas of common concern and provide support where applicable	G		



TOWN OF FORT SMITH
ACCOUNTS PAID LIST PART 1
FOR THE PERIOD ENDING February 28, 2019

CHQ #	SUPPLIER	DESCRIPTION	AMOUNT	DEPT.
34777	Bank of Montreal	Jim Hood Statement Cell Phone Bill \$1231.42	\$ 1,231.42	AD
34778	Cancelled			
34779	Cancelled			
34780	Bank of Montreal	Paul Kaeser Statement NTPC - Christmas Lights Removal \$2335.20 Aurora College - Training \$650.00	\$ 2,985.20	AD
34781	Bank of Montreal	Cynthia White Statement Annual Fee \$30.00 Big Fun Supplies \$304.40 U of Calgary Course \$395.00 Calendar Mail Drop \$100.74	\$ 830.14	RCC
34782	Mss Ltd	Supplies	\$ 50.56	AMB
34783	Wally's Drugs	Cards and Supplies	\$ 255.46	AD/ RCC
34784	Freund Building Supplies	Door Replacement	\$ 5,177.41	FM
34785	Xerox Canada	Photo Copier lease	\$ 741.02	AD
34786	Receiver General	Payroll Deductions [R]	\$ 59,616.23	AD
34787	Thyssenkrupp Elevator	Elevator Repairs	\$ 1,253.20	RCC
34788	Solid Waste Association	Membership Renewal	\$ 289.90	FM
34789	Customer	Refund Property Tax	\$ 1,282.56	AD
34790	Northwestern Air Lease	Freight	\$ 96.96	WTP
34791	Bank of Montreal	Keith's Statement ABC Lunch Jan 28, 2019 \$60.85 Special Committee Meeting Feb 1, 2019 \$26.25 RAB Lunch Feb 4, 2019 \$60.85 SDAB Lunch Feb 7, 2019 \$69.20 Council Honorarium Committee Lunch \$26.25 TTAB Lunch Feb 21, 2019 \$60.85	\$ 304.25	
34792	Mercury Sign Art & Design	Town Crest	\$ 26.25	PW
34793	TDC Contracting	Heating and Gas	\$ 14,561.96	Multiple
34794	See Accounts Paid List Part II			
34795	Cleartech	Chlorine and Flouride Order	\$ 4,283.16	WTP
34796	Safecom Training Services INC	Safety Training	\$ 4,462.50	Multiple
34797	AECOM Canada Limited	Material/Supplies	\$ 969.26	WTP
34798	Arctic Alarm	Fire Alarm Monitoring	\$ 119.60	RCC
34799	Office Solutions	Supplies	\$ 348.09	RCC/AD
34800	Hach Sales & Service Canada	Turbidimeter	\$ 9,297.44	WTP
34801	Hay River Heavy Truck Sales	Material/Supplies	\$ 201.60	AMB
34802	Aurora Ford	Replacement Keys	\$ 408.48	PW
34803	Employee	Reimbursement Medical Drivers class 4	\$ 133.00	AMB
34804	Customer	Refund Property Tax	\$ 1,852.58	AD
34805	Precision Industries	Big Fun Event	\$ 2,352.00	RCC
34806	Stak Fitness	Treadmill	\$ 6,741.00	RCC
34807	Customer	Refund Property Tax	\$ 750.00	AD
34808	Customer	Refund Property Tax	\$ 1,808.74	AD
34809	Customer	Refund Property Tax	\$ 2,940.94	AD
34810	Employee	Reimbursement Medical Drivers class 4	\$ 100.00	AD
34811	NWT Tourism	Membership Renewal	\$ 183.75	AD
34812	Cimco Refridgeration	Service and maintenance	\$ 6,929.33	FAC
34813	GNWT	Annual Elevator Inspection	\$ 429.00	RCC
34814	Paul Keaser's Stores	Supplies	\$ 240.99	Multiple
34815	Town of Fort Smith	Water Bills	\$ 1,126.55	Multiple
34816	Xerox Canada	Copier Lease	\$ 724.27	AD

34817	Lifesaving Society	Annual Fee and Supplies	\$	462.02	RCC
34818	Northern News Service	Subscription Renewal	\$	70.00	AD
34819	GNWT - Taxation Division	School Tax [R]	\$	14,453.46	AD
34820	TDC Contracting	Heating Oil and Supplies	\$	19,300.63	WTP/AMB
34821	Wesclean Northern Services	Courier Service	\$	24.06	RCC
34822	506830 NWT LTD Chase's Pit Stop	Gas	\$	298.30	Bylaw
34823	See Accounts Paid List Part II				
34824	Infosat Communications	Sat Phone Bill	\$	169.22	AMB
34825	Archtech Computers	License and Services	\$	904.26	AD
34826	Arctic Response	Safety Training	\$	5,939.99	Multiple
34827	Office Solutions	Supplies	\$	871.98	RCC
34828	See Accounts Paid List Part II				
34829	Cimco Refridgeration	Equipment Supplies and Training	\$	3,206.12	Multiple
34830	Paul Keaser's Stores	Supplies	\$	2,754.43	RCC/WTP
34831	Lou's Small Engines	Propane	\$	966.04	FAC
34832	Link Hardware	Supplies	\$	2,795.19	Multiple
34833	Northwestel Inc	Phone Bill	\$	1,046.44	Multiple
34834	Pitney Bowes	Postage Meter Lease	\$	863.48	AD
34835	Yuhas, Denise	2019 Board of Revision	\$	100.00	AD
34836	Wally's Drugs	Supplies	\$	67.08	RCC
34837	Fruends Building Supplies	Supplies	\$	1,427.35	PW/FAC
34838	Xerox Canada	Copier Lease	\$	1,286.11	AD
34839	Receiver General	Payroll Deductions [R]	\$	46,165.20	AD
34840	Worker's Safety and Compensation Com	2019 Employer Payroll Premiums	\$	93,676.00	AD
34841	Northwestern Air Lease	Freight	\$	66.33	WTP
34842	NTHSSA - Fort Smith Region	Reimbursement Vaccine	\$	35.00	WTP
34843	Customer	2019 Board of Revision	\$	100.00	AD
34844	See Accounts Paid List Part II				
34845	TDC Contracting	Heating Oil and Supplies	\$	2,985.97	Multiple
34846	Customer	2019 Board of Revision	\$	100.00	AD
34847	Okanagan College	Tuition Fees for Course	\$	600.00	Multiple
34848	Customer	2019 Board of Revision	\$	100.00	AD
34849	RDV Mechancial	Material and Repairs	\$	2,210.10	Multiple
34850	Fields	Supplies	\$	110.36	RCC
34851	Customer	Meter Deposit Refund	\$	350.00	WTP
34852	Customer	Meter Deposit Refund	\$	350.00	WTP
34853	Receiver General	Payroll Deductions [R]	\$	32,960.61	AD
34854	Public Service Alliance of Canada	2018 Union dues	\$	23.37	AD
34855	GNWT Taxation Division	2018 Annual Payroll Tax Return	\$	1,048.26	AD
34856	Employee	Refund Union Dues	\$	1,890.48	AD
34857	Hathorn Corporation	Camera and Locator	\$	9,846.19	WTP
34858	Customer	Refund Meter Deposit	\$	350.00	AD
34859	Mss Ltd	Supplies and Equipment R/M	\$	2,356.77	AMB
34860	Paul Keaser's Stores	Materials and Supplies	\$	2,263.41	Multiple
34861	Lou's Small Engines	Equipment and Maintenance	\$	2,372.12	Multiple
34862	NWT Power Corporation	Power Bills	\$	53,539.24	Multiple
34863	NWT Fire Chief Association	Membership Renewal	\$	750.00	FD
34864	Lifesaving Society	Staff Training	\$	160.00	RCC
34865	Winnipeg Outfitter's	Materials and Supplies	\$	210.00	RCC
34866	Petty Cash	Petty Cash RCC	\$	40.95	RCC
34867	NEBS Pension Fund	March Premiums	\$	28,371.40	AD
34868	Taxation Division	Feb 2019 Adjustment	\$	534.60	AD
34869	BZT General Contracting	Building Repairs and Maintenance	\$	3,596.04	RCC
34870	TDC Contracting	Gas and Heating Oil	\$	13,587.94	Multiple
34871	Wesclean Northern Services	Janitoring Costs	\$	58.64	RCC
34872	NEBS Group Insurance Fund	March Premiums	\$	12,133.37	RCC
34873	Dynamic Online Marketing	PPE Supplies	\$	399.00	FD
34874	506830 NWT LTD Chase's Pit Stop	Gas	\$	32.23	Bylaw
34875	Firefighter	Travel Expense Claim - Hay River Fire	\$	257.95	FD
34876	RDV Mechancial	Vehicle Maintenance	\$	362.78	FM

34877	Power Surge Technologies Ltd	Supplies	\$	209.99	RCC
34878	Fields	Supplies	\$	19.09	RCC
34879	Office Solutions	Supplies	\$	1,766.68	RCC/AD
34880	Palmer, Robert	Circus Camp	\$	6,051.00	RCC
34881	Firefighter	Travel Expense Claim - Hay River Fire	\$	220.08	FD
34882	Firefighter	Travel Expense Claim - Hay River Fire	\$	170.05	FD
34883	Firefighter	Travel Expense Claim - Hay River Fire	\$	170.05	FD
34884	Rapid Media	Advertising	\$	1,044.75	AD
	Payroll	Pay period March 1, 2019	\$	111,979.29	
	Payroll	Pay period March 15, 2019	\$	100,575.41	
	Payroll	Pay period March 29, 2019	\$	120,141.14	
		Total	\$	<u>848,452.80</u>	



TOWN OF FORT SMITH
ACCOUNTS PAID LIST PART 2
FOR THE PERIOD ENDING March 31, 2019

CHQ #	SUPPLIER	DESCRIPTION	AMOUNT	DEPT.
34794	Aurora TPI Travel	Mayor Travel NWTAC	\$ 454.65	AD
34823	Westwell, Christian	Travel Expense Claim NWTAC	\$ 398.30	AD
34828	Napier-Buckley, R.A Lynn	Travel Expense Claim NWTAC	\$ 1,058.19	AD
34844	Couvrette, Michael	Travel Expense Claim NWTAC	\$ 399.30	AD
		TOTAL	<u>\$ 2,310.44</u>	

Correspondence List March 2019

March 1, 2019	Thebacha Dog Musers/Mayor and Council	Donation request for dog races in conjunction with Wood Buffalo Frolics	3132	Mayor/Council/SAO
March 5, 2019	Mayor/NWT Arts Council	Support letter requested by Patti Kay Hamilton to republish memoirs written by Madeline Bird in Cree and Chip	1124	Patti-Kay Hamilton
March 6, 2019	Mayor/Jackpine Paddle	Support letter for Jackpine Paddle	1124	
March 12, 2019	Aurora Research Institute/ Town	Notification of multiyear research no. 16510	1841	
	Christian Westwell/Town	Speaker Series Schedule	1841	
March 12, 2019	Aurora Research Institute/Mayor	Proposal for multiyear research – application no. 4454	1841	Faxed back with Mayors comments
March 14, 2019	NT Metis Nation/Mayor	Proposal to install “Traditional Territory” sign	1920	Mayor/SAO
March 22, 2019	Metis Council Ken Hudson/Mayor	Notification that they will no longer be providing crosses, rough boxes, and the Roaring Rapids Hall (for wakes and receptions) for community members that passed away other than Metis members	1920	Mayor/SAO
March 22, 2019	Mayor/NWAL	Support letter to Transport Canada for NWAL to reconfigure a Jetstream 41 into a 19-passenger aircraft with additional cargo space	1124	Jim Heidema
March 22, 2019	Aurora Research Institute/Town	Notification of research license no. 16515	1841	
March 25, 2019	Canadian Forces Liaison Council/SAO	TOFS has been selected to receive the Canadian Forces Liaison Council Employer Support Award for Most Supportive Employer for the North. Nominated by Master Corporal Ashley Stokes. SAO and Corporal Master are invited to receive the award in Ottawa May 9 th	1101	Mayor/SAO
	Wood Buffalo Frolics Society/Town	Certificate of Appreciation for being an outstanding donor to the Wood Buffalo Frolics	3132	
March 27, 2019	Mayor/Uncle Gabe’s Friendship Centre	Support letter for lunch program	1124	Tina McNeill
March 27, 2019	Canadian Cancer Society/Mayor	Daffodil Campaign for the month of April – daffodil pins	1124	Daffodil pins circulated to SAO/Mayor and Council
March 28, 2019	SAO/Public	Director of Corporate Services job advertisement	1500	Website, facebook, LGANT civic jobs board, municipal world, Canada municipal jobs, News North
March 28, 2019	SAO/Public	Corporate Services Officer job advertisement		Facebook, website, News North



**Town of Fort Smith
Licensing Report
March 2019**

Business License Holder	Number	Details
Daniel's Painting & Interior Decorating	152	Painting & Drywalling
Fred's Caretaking & Custodial Services	153	Caretaking-Senior's Home
Evan's Electric Ltd.-Home Hardware	154	Hardware Store
JALL Enterprises Ltd.	155	Aircraft & Flight School Equipment Leasor
N.U. Mechanical Inc.	156	Plumbing, Heating & Electrical Services, Car Wash
Dezron Inc.	157	Commercial Property
Cuts for Muttz	158	Dog/Cat Grooming
Thorn Wildland Fire Consultants	159	Administration & Wildland Fire Planning
Midnight Ironworks	160	Blacksmith
Polar Creations	161	Multi-media Artist, Blacksmith & Catering
AL's Repairs	162	Computer Repairs, Battery Restoration
Development Permit Holder		
Development Permit Holder	Number	Details
John David McKinnon	DPA004-19	Home Occupation: Photography & Mapping
Lottery License Holder		
Lottery License Holder	Number	Details
Salt River First Nation	11	Raffle
Fort Smith Volunteer Fire Dept.	12	50/50
Dog Tag Holder		
Dog Tag Holder	Number	Details
Amy Mazerolle	27	Axle (Brindle Male Boxer)
Amy Mazerolle	28	Jackson (Brown Male German Shorthair Pointer)
Jane Peterson	29	Tucker (Brindle Male Great Dane/Shepherd cross)
Kevin Berro	30	Lucky (White & Brown Male Lab/Pitbull cross)
Ski-Doo Licenses		
Ski-Doo Licenses	Number	Details
GNWT Dept of Lands	937	'15 Scandic WT550 (Renewal Sticker)
GNWT Dept of Lands	953	14 Scandic 600 E-tec (New Plate & Renewal Sticker)



BRIEFING NOTE

To: Corporate Services Standing Committee

Date: April 02, 2019

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 received 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. In 2018, the total amount of funding received was \$2,068,000. For 2019, the amount of funding will be \$2,123,000, which exceeds last year's funding by \$55,000.

Recommendation

That Council approves the Operations and Maintenance Funding Contribution Agreement with MACA for fiscal year 2019-2020 in the amount of \$2,123,000.

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 Bylaw no. _____ or 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 One Hundred Twenty Three Thousand Dollars (\$2,123,000) (the "O&M Funds") in the amounts and on the dates as follows:

April 1, 2019	\$243,000
May 1, 2019	\$235,000
June 1, 2019	\$235,000
July 1, 2019	\$235,000
August 1, 2019	\$235,000
September 1, 2019	\$235,000
October 1, 2019	\$235,000
November 1, 2019	\$235,000
December 1, 2019	\$235,000

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, 2019** and terminates on **March 31, 2020** 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, 2019, October 31, 2019, January 31, 2020 and April 30, 2020, 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, 2019 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, 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.

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 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

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 02, 2019

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 received 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. In 2018, the total amount of funding received was \$546,000. For 2019, the amount of funding to be received will be \$576,000, exceeding the amount in 2018 by \$30,000.

Recommendation

That Council approves the Water and Sewer Subsidy Funding Contribution Agreement with MACA for fiscal year 2019-2020 in the amount of \$576,000.

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 Bylaw no. _____ or 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 Seventy Six Thousand Dollars (\$576,000) (the "WSS Funds") in the amounts and on the dates as follows:

April 1, 2019	\$64,000
May 1, 2019	\$64,000
June 1, 2019	\$64,000
July 1, 2019	\$64,000
August 1, 2019	\$64,000
September 1, 2019	\$64,000
October 1, 2019	\$64,000
November 1, 2019	\$64,000
December 1, 2019	\$64,000

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, 2019** and terminates on **March 31, 2020**, 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, 2019, October 31, 2019, January 31, 2020 and April 30, 2020, 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

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.