



**Town of Fort Smith  
Town Council Meeting  
Agenda**

September 21<sup>st</sup>, 2021, 7:00 p.m. – Council Chambers

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| A. Call to Order and Confirmation of Quorum                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| B. Approval of Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| C. Presentations<br>a. RCMP Police Report August 2021                                                                                                                                                                                                                                                                                                                                                                                                                                  | <br>Fort Smith Policing<br>Report 2021-08.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| D. Approval of Council Minutes<br>a. Council Minutes 08-21                                                                                                                                                                                                                                                                                                                                                                                                                             | <br>Council Minutes<br>August 17, 2021.pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| E. Business Arising from the Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F. Declaration of Financial Interest<br>a. Statement of Disclosure of Interest                                                                                                                                                                                                                                                                                                                                                                                                         | <br>Statement of<br>Disclosure of Interest                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| G. Council Business                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| a. Introduction and Consideration of Committee Reports<br>i. Corporate Services<br>ii. Community Services<br>iii. Municipal Services                                                                                                                                                                                                                                                                                                                                                   |   <br>Corporate Services Minutes 2021 September<br>Community Services Minutes September<br>Municipal Services Minutes September                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| b. Enactment of Bylaws and Policies<br>I. 1 <sup>st</sup> & 2 <sup>nd</sup> Reading of Civic Holiday of National day for Truth and Reconciliation Bylaw<br><br>II. 1 <sup>st</sup> & 2 <sup>nd</sup> Reading of Bylaw 1024 Fire Prevention, Bylaw 1025 Emergency Medical Services<br><br>III. 3 <sup>rd</sup> Reading of :<br>1. Bylaw 1019 SAO Employment<br>2. Bylaw 1018 Residential Service Interruption<br>3. Bylaw 1020 Excluded Employment<br>4. Bylaw 1022 Council Honourarium |   <br>TRC Civic Holiday Bylaw.pdf Bylaw 1024 - Fire Prevention Bylaw Bylaw 1025- Emergency Medical Services<br><br>  <br>Bylaw 1019 SAO Employment Bylaw 1018 Residential Service Interruption Bylaw 1020 Excluded Employment<br><br><br>Bylaw 1022 - Council Honourarium |
| c. Appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| d. Mayor and Council/Board Representative Updates                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| e. Administration<br>i. Trail Extension<br>ii. FSCWS Priority User Indeterminate Agreement<br>iii. FSSCS Priority User Indeterminate Agreement                                                                                                                                                                                                                                                                                                                                         |  <br>FSSCS Priority User Indeterminate Agreement FSCWS Priority User Indeterminate Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| H. Proclamations                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| I. Absence of Council Members                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| J. Date of Next Council Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| K. Adjournment                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| L. Question Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



FORT SMITH  
POLICING REPORT  
August 2021



Fort Smith RCMP Detachment  
G Division  
Northwest Territories



The Fort Smith RCMP Detachment responded to a total of 175 calls for service to the Town of Fort Smith during the month of August 2021.

### **Community Action Plan (C.A.P.) Community Priorities Initiatives:**

The current fiscal year priorities Initiatives are identified as:

- 1) Road Safety
- 2) Police / Community Relationships
- 3) Reconciliation & Youth

#### **1) This month the detachment addressed the issue of Road Safety by:**

This initiative is enforcement based – focusing on road safety through targeted enforcement activities (checkstops, stopping vehicles leaving licensed establishments, etc.), and also by investigating complaints made by members of the public. Police received eighteen reports of possible impaired drivers from members of the public during the month of August. Police were unable to locate the vehicle or charge the driver in twelve instances. In five instances police determined the driver was not impaired. In one instance, police located the driver and through investigation ended up proceeding with charges.

August 13<sup>th</sup> – Cst. GIBSON and Cst. HAZLEWOOD stopped a vehicle to check for sobriety

August 14<sup>th</sup> – Cst. GIBSON and Cst. HAZLEWOOD stopped a vehicle to check for sobriety

August 25<sup>th</sup> – A checkstop was conducted. 4 vehicles were checked, no offences noted.

**The Community assisted the priority by:** reporting suspected impaired drivers to the RCMP

#### **2) This month the detachment addressed the issue of Police / Community Relationships by:**

This initiative is focused on maintaining good communication with our community partners (governments, partner agencies, etc.). This includes attending meetings, the sharing of information, and RCMP involvement in community activities.

August 17<sup>th</sup> – Sgt. PETERS attended the monthly Town of Fort Smith council meeting

**The Community assisted the priority by:** Inviting RCMP to attend meetings and participate in activities

### **3) This month the detachment addressed the issue of Reconciliation & Youth by:**

This initiative is focused on building and strengthening relationships with our Indigenous Communities. This will be done through activities focusing on Reconciliation, and involvement with youth activities. We are actively seeking input from our community partners on how we can better interact with youth, and also what activities we can undertake in the spirit of reconciliation.

**August 29<sup>th</sup>** – Cst. GIBSON visited with youth at Trailcross

**The Community assisted the priority by:** Invitation from members of local governments & partner agencies for RCMP to meet with them.

### **Notable Occurrences for the Month:**

August 4<sup>th</sup> – A 44 year old man was arrested and charged with Uttering Threats after a report from a female. He was held for a JP hearing and later released pending a future court appearance.

August 5<sup>th</sup> – Police responded to a report that a man had been stabbed with a knife at a residence in Fort Smith. Police arrested a 30 year old woman from Fort Smith. She was charged with Assault with a Weapon, and held for a JP hearing. She was later released on numerous conditions pending a future court appearance.

August 6<sup>th</sup> – Police received two reports that a 42 year old man from Fort Smith was failing to comply with conditions of his house arrest (Conditional Sentence Order). The man was arrested and held for a JP hearing after investigation. He was remanded into custody pending a future hearing.

August 12<sup>th</sup> – A 44 year old man from Fort Smith was arrested and charged with Mischief and Failing to Comply with Conditions after a report of a door being kicked in at a residence on Wilderness Road. The man was held for a JP hearing and later remanded into custody.

August 14<sup>th</sup> – Police responded to a complaint of an assault at a residence in Fort Smith. A 35 year old man from Fort Smith was later charged with assault, he was released pending a future court appearance.

August 14<sup>th</sup> – Fort Smith RCMP responded to a report of a motorcycle being damaged on Caribou Crescent. Police located the suspect, the matter is being dealt with via a diversion program.

August 16<sup>th</sup> – Police responded to a report of a collision between a vehicle and a bison on Highway 5. No injuries were sustained by the occupants however the bison was killed.

August 16<sup>th</sup> – A resident of Fort Smith reporting a 30 year woman was at his residence and was on court imposed conditions to not be there. Police attended and later arrested the woman. Upon release later in the day, the woman again attended the residence. Police attended and conducted an investigation. The



woman was later charged with two counts of failing to comply with an undertaking. She was released pending a future court appearance.

August 18<sup>th</sup> – RCMP received a report from the Town of Fort Smith of damage to property at the snowboard park on Marine Drive. The investigation is continuing.

August 20<sup>th</sup> – A resident of Fort Smith reported being the victim of identity theft. Unknown callers posing as Revenue Canada and then posing as an RCMP officer told her she needed to provide her SIN number, and that she had warrants for her arrest. Police would like to remind people to not provide any personal information to someone “cold calling” them. If they are suspicious regarding the identity of a person claiming to be a police officer, please hang up and call our dispatch at 867-872-1111 to confirm.

August 20<sup>th</sup> – A local resident called to advise of speeding vehicles on Breynat Street. Police are conducting extra radar enforcement in the area.

August 22<sup>nd</sup> – Fort Smith RCMP received a report of a collision at the Thebacha Campground area and that an 8 year old had been driving the vehicle. Police attended and as part of the investigation a vehicle was stopped. The 33 year old male driver was arrested for impaired operation of a motor vehicle after providing a breath sample into a roadside screening device. He later provided breath samples at the detachment and was charged with impaired driving offences. He was released pending a future court appearance. Investigation into the allegation of a child operating a vehicle is continuing.

August 27<sup>th</sup> – A 36 year old female was arrested after a report of a disturbance at a residence in Fort Smith. The female was later charged with several counts of failing to comply with an order. She was held for a JP hearing and later released pending a future court appearance.

The Fort Smith Detachment responded to a total of 11 complaints under the Mental Health Act involving individuals who had threatened harm to themselves. These types of complaints are very time sensitive and require immediate attention as to mitigate the potential harm. It typically results in the RCMP apprehending the individual and escorting them to the hospital for assessment by medical professionals.

There were a total of 10 calls for service related to missing person(s) or well being checks. These types of files are typically very labour intensive as they have the potential to be very serious and thus a significant amount of effort is put in at the onset of a complaint being received. All 10 calls had a positive outcome.

There were 16 calls for service relating to assaults, and 2 calls of assault with a weapon or causing bodily harm. 2 of these files resulted in criminal charges



## **2021 - 2022 Staffing Rotation and Planning Cycle**

### Current Detachment Strength

- 1) Sgt. Geoffrey Peters
- 2) Cpl. Stephanie Leduc
- 3) Cst. Jordan Norstrom
- 4) Cst. Alex Hazlewood
- 5) Cst. Jason Emmons
- 6) Cst. Darryl Nadeau
- 7) Cst. Shawn Gibson
- 8) Cst. Jessica Fritzke

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Sgt. Geoffrey PETERS  
Detachment Commander  
Fort Smith RCMP Detachment

### **External Distribution List:**

Insp. Barry LAROCQUE – District Policing Officer

S/Sgt. Ken BEARD – District Advisory NCO

### **Documents Included:**

Occurrence Statistics



| OCCURRENCES                              | Current Month | Year to Date | Current Month of previous year | Previous Year Total |
|------------------------------------------|---------------|--------------|--------------------------------|---------------------|
| Assaults (Not including sexual assaults) | 21            | 155          | 12                             | 232                 |
| Sexual Offences                          | 3             | 15           | 1                              | 20                  |
| Break and Enters (Residence & Business)  | 0             | 13           | 1                              | 26                  |
| Theft of Motor Vehicle                   | 0             | 3            | 3                              | 18                  |
| Theft Under \$ 5000.00                   | 7             | 51           | 2                              | 61                  |
| Theft Over \$ 5000.00                    | 0             | 1            | 0                              | 1                   |
| Drugs ( Possession )                     | 0             | 4            | 0                              | 5                   |
| Drugs ( Trafficking )                    | 1             | 11           | 2                              | 25                  |
| Liquor Act                               | 15            | 96           | 4                              | 62                  |
| Unlawful Sale (Bootlegging)              | 0             | 0            | 0                              | 2                   |
| Causing a disturbance / Mischief (total) | 28            | 249          | 23                             | 316                 |
| Causing a Disturbance                    | 6             | 28           | 2                              | 42                  |
| Mischief - damage to property            | 7             | 46           | 4                              | 56                  |
| Mischief - obstruct enjoyment            | 15            | 175          | 17                             | 218                 |
| Impaired Driving                         | 18            | 70           | 1                              | 62                  |
| Other Complaints                         | 42            | 393          | 36                             | 526                 |
| <b>Total Violations</b>                  | 135           | 1061         | 85                             | 1356                |
| <b>Total Calls for service</b>           | 175           | 1310         | 129                            | 1742                |



| JUSTICE REPORTS                                    | Current Month | Year to Date | Current Month of previous year | Previous Year Total |
|----------------------------------------------------|---------------|--------------|--------------------------------|---------------------|
| Victim Services Referral – Accepted                | 3             | 20           | 1                              | 10                  |
| Victim Services Referral - Declined                | 4             | 66           | 1                              | 68                  |
| Victim Services - Proactive Referral               | 1             | 7            | 1                              | 13                  |
| Victim Services - Not Available                    | 0             | 0            | 0                              | 0                   |
| Restorative Justice Referrals                      | 2             | 2            | 0                              | 1                   |
| Emergency Protection Orders (Detachment Initiated) | 0             | 2            | 0                              | 0                   |
| <b>ODARA Reports</b>                               | 2             | 43           | 1                              | 35                  |
| <b>Prisoners Held</b>                              | 14            | 105          | 3                              | 166                 |
| <b>Prisoners Escorted</b>                          | 2             | 4            | 1                              | 25                  |
| <b>Prisoners Held non-PROS Agency</b>              | 0             | 0            | 0                              | 0                   |
| <b>Prisoners Escorted Non-PROS Agency</b>          | 0             | 0            | 0                              | 0                   |
| <b>Liquor Destroyed Immediately</b>                | 0             | 5            | 0                              | 2                   |



**COUNCIL OF THE TOWN OF FORT SMITH  
MEETING 08-21  
THE FIRST REGULAR MEETING OF COUNCIL FOR  
THE MONTH OF August AND THE  
EIGHT FOR THE YEAR 2021**

PRESENT: Mayor L. Napier D/M K. Smith  
Cr. K. Campbell Cr. B. McArthur  
Cr. M. Couvrette Cr. J. Cox  
Cr. A. Pischinger Cr. C. Westwell  
Cr. L. Beaulieu

REGRETS:

STAFF: C. White, Senior Administrative Officer  
J. Hazlewood, Executive Secretary

GALLERY:

|                                                 |                                       |
|-------------------------------------------------|---------------------------------------|
| Meeting 08-21<br>August 17 <sup>th</sup> , 2021 | 7:00 PM<br>Town Hall Council Chambers |
|-------------------------------------------------|---------------------------------------|

A. **CALL TO ORDER & CONFIRMATION OF QUORUM**

Mayor Napier called the meeting to order at 7:00 p.m. and confirmed a quorum of Council was present.

B. **APPROVAL OF AGENDA**

21-224 Moved by: Cr. Westwell  
Seconded by: Cr. Couvrette

That the agenda be adopted as presented.

CARRIED UNANIMOUSLY

C. **DECLARATION OF FINANCIAL INTEREST**

a. Statement of Disclosure of Interest  
Cr. Campbell stated he had a statement of disclosure of interest regarding the Water Meter replacement.

D. **PRESENTATIONS**

a. RCMP Delegation  
i. Police Report – The RCMP Police Report for July 2021 was reviewed.  
Sgt. Peters spoke about the June report since they were not able to bring a member in last council meeting. He stated RCMP had an open house. He stated they would like to do presentations in the schools on cyber bullying. Sgt. Peters stated that July was a busy month. He stated the staff in the campground asked RCMP to do more patrols. Cr. Campbell stated that they are doing a great job. Mayor Napier asked how much of the motor vehicle act does the RCMP enforce in the community. Sgt Peters stated all of it.



E. **APPROVAL OF MINUTES**

21-225 Moved by: Cr. McArthur  
Seconded by: Cr. Couvrette

That the minutes of Regular Meeting 07-21 of July 20<sup>th</sup>, 2021 be adopted as presented.

CARRIED UNANIMOUSLY

21-226 Moved by: Cr. Couvrette  
Seconded by: Cr. Campbell

That the minutes of Special Meeting SP-09-21 of July 27<sup>th</sup>, 2021 be adopted as presented.

CARRIED UNANIMOUSLY

G. **COUNCIL BUSINESS**

a. Introduction and Consideration of Committee Reports

Corporate Services Standing Committee

21-227 Moved by: Cr. Westwell  
Seconded by: Cr. Couvrette

That the Corporate Services Standing Committee minutes from August 3<sup>rd</sup>, 2021, be adopted as presented.

CARRIED UNANIMOUSLY

Bylaw1020- Excluded Employment Bylaw- 1<sup>st</sup> reading

21-228 Moved by: Cr. Westwell  
Seconded by: Cr. Couvrette

WHEREAS, the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories deems it necessary to establish the terms and conditions of employment for the employees not covered under the collective agreement between Town and Public Service Alliance of Canada;

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

1. SHORT TITLE

That this By-law be cited as the “Excluded Employment By-law”.

CARRIED



Bylaw 1020 – 2<sup>nd</sup> Reading by title only

21-229 Moved by: Cr. Couvrette  
Seconded by: Cr. Westwell  
That Bylaw 1020 Excluded Employment Bylaw for second reading by Short title only.  
  
CARRIED

Bylaw 1019-SAO Employment Bylaw

21-230 Moved by: Cr. Westwell  
Seconded by: Cr. Couvrette  
  
That Council approve the amendments to Bylaw 1019- SAO Employment Bylaw.  
  
WHEREAS, the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories deems it necessary to establish the terms and conditions of employment for the Senior Administrative Officer;  
NOW THEREFORE, the Council of the Municipal Corporation of the Town of Fort Smith, at a duly assembled meeting enacts as follows:  
1. SHORT TITLE  
That this By-law be cited as the “Senior Administrative Officer Employment By-law”.  
  
4 favor  
3 opposed  
CARRIED

Cr. Campbell stated that it seemed they are passing it through before the end of Council’s term. He stated he is against it. Cr Couvrette stated he is surprised that this went through a lot of discussion at Corporate Services. He stated that this Council has responsibilities to have appropriate bylaw in place. He stated if there were issues with this bylaw it should have been brought forward at corporate services. He stated part of the obligation of Council is to make sure the town is working properly. Cr. Westwell stated there is good stuff in the bylaw as he mentioned in corporate services. He stated this bylaw formal a lot of this. He stated there is still recognition in this bylaw for people who have worked for this organization for a long time. He stated it helps to clarify this bylaw for next Council. He stated he is in favor of this bylaw. Mayor Napier stated she sat in the meetings for the bylaws. She stated a lot of work was put into these bylaws and months of work and research. She stated the changes made to the SAO bylaw mostly echo the changes made to the excluded employee bylaw. She stated if they want people from the community to apply for positions within the organization, they do not want them to lose all the time they put in the town.

Bylaw 1019- Second Reading by Title Only

21-231 Moved By: Cr. Westwell  
Seconded By: Cr. Couvrette  
That Bylaw 1019 receive second reading by Title Only.  
  
CARRIED



#### Bylaw 1018- Residential Service interruption Bylaw

21-232 Moved By: Cr. McArthur  
Seconded By: Cr. Couvrette

That Council approve Bylaw 1018- Residential Service Interruption Bylaw.

WHEREAS, the Council of the Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest to provide for the repair and maintenance of water and sewer service pipes from the Town's Mains to customer's building footprint and provide assistance to customers.

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

SHORT TITLE

PART 1: That this By-law may be cited as the Residential Services Interruption Insurance Bylaw.

CARRIED UNANIMOUSLY

#### Bylaw 1018- Second Reading by Title Only

21-233 Moved By: Cr. Westwell  
Seconded By: Cr. Campbell

That Council approve Second Reading of Bylaw 1018- Residential Service Interruption Bylaw.

CARRIED UNANIMOUSLY

#### DPA-025-21

21-234 Moved By: Cr. Couvrette  
Seconded By: Cr. McArthur

That DPA-025-21, submitted by Marc-Antoine G-Berthiaume, to operate a Home Occupation Landscaping Business from Lot 1279. Plan 1679, 10 Wrigley Drive, Bell Rock in Fort Smith be approved.

CARRIED UNANIMOUSLY

#### Briefing Note- 2021 Second Quarter Variance

21-235 Moved By: Cr. Couvrette  
Seconded By: Cr. McArthur

That Council approve the 2021 Second Quarter Variance.

CARRIED UNANIMOUSLY

#### Community Services Standing Committee

21-236 Moved By: Cr. Couvrette  
Seconded By: Cr. Westwell

That the Community Services Standing Committee minutes from August 10<sup>th</sup>, 2021, be adopted as presented.



## CARRIED UNANIMOUSLY

### Briefing Note- Policies

21-237 Moved By: Cr. Westwell  
Seconded By: Cr. McArthur

That Council approve Policy CS 101, Safe Community Recreation Facilities Policy as presented.  
CARRIED UNANIMOUSLY

### Policy CS 501, Municipal Alcohol Policy

21-238 Moved By: Cr. Couvrette  
Seconded By: Cr. Westwell

That Council approve Policy CS 501, Municipal Alcohol Policy as amended.  
CARRIED UNANIMOUSLY

### Briefing Note- After School

21-239 Moved By: Cr. Campbell  
Seconded By: Cr. Pischinger

That the After School Program fee schedule moves to a weekly payment of \$80.00. This would cover and half and STIP days. The drop in spaces would be limited and the drop-in fee would be \$20/child/day after school and \$30/child/day for a half day and \$50/child/day for full day.  
CARRIED UNANIMOUSLY

### User Agreements

21-240 Moved By: Cr. Campbell  
Seconded By: Cr. Pischinger

That the town of Fort Smith move forward with the priority user interim agreement with the Seniors' Society.  
CARRIED UNANIMOUSLY

### Municipal Services Standing Committee

21-241 Moved By: Cr. Westwell  
Seconded By: Cr. Pischinger

That the Municipal Services Standing Committee Minutes of August 10<sup>th</sup> be adopted as presented.  
CARRIED UNANIMOUSLY

Cr. Campbell exits the room.



Briefing Note- Residential Water Meter Replacement project

21-242 Moved By: Cr. Westwell  
Seconded By: Cr. McArthur

That Council approves the capital expenditure of \$146,400 for the purchase of replacement residential water meters from our current vendor, Accu-Flo Meter Service Ltd.

CARRIED UNANIMOUSLY

Briefing Note- Residential Water Meter Replacement project

21-243 Moved By: Cr. Couvrette  
Seconded By: Cr. McArthur

That Council approves the transfer of \$110,000 from Gas Tax to G/L 8-2-0550-552 for the completion of the residential water meter replacement project and that the work be awarded to KC Plumbing and Heating.

CARRIED UNANIMOUSLY

Cr. Campbell has joined the meeting.

Briefing Note- Trailer Mounted pressure Washer/Steamer

21-244 Moved By: Cr. Westwell  
Seconded By: Cr. Beaulieu

That Council approves the capital expenditure of \$65,860 to purchase a hotsty from Ruel Concrete Ltd.

CARRIED UNANIMOUSLY

Briefing Note- Trailer Mounted pressure Washer/Steamer

21-245 Moved By: Cr. Campbell  
Seconded By: Cr. Westwell

That Council approves the transfer of \$20,860.84 from CPI to G/L 8-2-2020-595 for the purchase of a hotsty.

CARRIED UNANIMOUSLY

Briefing Note- Landfill Expansion

21-246 Moved By: Cr. McArthur  
Seconded By: Cr. Beaulieu

That Council approves the ICIP Landfill Expansion Contribution Agreement with MACA in the amount of \$1,400,000.

CARRIED UNANIMOUSLY

Briefing Note – Trail & Basketball Court Paving

21-247 Moved By: Cr. Campbell



Seconded By: Cr. Westwell

That Council approves the capital expenditure of \$625,120 including ICIP Funding and \$315,329 of Gas Tax for the completion of the Thebacha Trail and outdoor basketball court paving project and that the work be awarded to NWT Construction.

CARRIED UNANIMOUSLY

#### Briefing Note- Trail & Basketball Court Paving

21-248 Moved By: Cr. Couvrette  
Seconded By: Cr. Westwell

That Council approves the transfer of \$315,329 Gas Tax to G/L 8-8-2-0545-983 (Sidewalk Repairs and Improvements) for the completion of this project.

CARRIED UANNIMOUSLY

Cr. Pischinger stated that they had talked about moving the basketball court and wondered if they had talked about it again to the engineer. SAO stated that it would not be doable this year.

#### DPA-022-21 Fort Smith Metis Daycare

21-249 Moved By: Cr. Couvrette  
Seconded By: Cr. McArthur

That DPA-022-21, submitted by the Fort Smith Metis Council, to excavate and build a daycare on Lot 154, Plan 10, 132 Simpson Street in Fort Smith be approved.

CARRIED UNANIMOUSLY

#### DPA-029-21

21-250 Moved By: Cr. Campbell  
Seconded By: Cr. Beaulieu

That DPA-029-21, submitted by Jason and Barbara Lepine, to construct a fence in an RMH Zone on Lot 0805, Plan 0805, Plan 0490, at 12 Timber Crescent, Fort Smith to be approved under provision under Bylaw 936(3.2)(5) and all other requirements are met.

CARRIED UNANIMOUSLY

#### Organizational Chart

21-251 Moved By: Cr. Couvrette  
Seconded By: Cr. Westwell

That Council approve the Organizational Chart as presented.

MOTION CARRIED

Cr. Campbell stated that they need to have more positions for maintenance of the town and that they need to have more Fort Smith people working for the town. Cr. Westwell stated that the Org chart represents more hands-on positions. Cr. Pischinger stated that



they are not guaranteed these funding each year for the higher up positions. Mayor Napier stated that they have had increases to go with the O&M for the past few years. She stated GNWT is required to fund the towns or else they wouldn't be able to function. Cr. Campbell stated that they need to train an assistant SAO and someone from Fort Smith. Mayor Napier stated that the assistant SAO would be the second highest administration position in the organization. She stated by not having that position they are able to have 3 other jobs to provide to the community. Cr. Couvrette stated that people are saying there isn't qualified people in this community, and he disagrees with that statement.

b. Enactment of Bylaws and Policies

i. Bylaw 1022- Council Honorarium Bylaw – First Reading

Cr. Westwell stated he wanted the salary to be fair. He stated he is in support of the average salary of NWT which is between \$65000 to \$70 000. He added he would like the salary for the mayor to be \$65 000 a year plus adjustments. Mayor Napier stated she does not think \$65 000 is unreasonable due to some research she did in other places. She stated in 1992 the mayor salary was \$26 000 a year plus \$600 a month for housing allowance. Cr. Couvrette stated he is good with the changes to the bylaw and agrees with using average income. He also stated he would like to add some wording in the bylaw that states that they used the average from statistics. Cr. Westwell agreed and stated that he is in favor of referring to the Bureau Statistics of the NWT. Cr. Couvrette stated there should be a loose reference included in Appendix or schedule of the document. He added that the three-year review starting point should be the average salary from reliable data. Cr. Westwell stated that under Schedule A Annual Honorarium salary provided from data of the NWT Bureau Statistics average household income of Fort Smith. Cr Westwell stated that under Schedule A with \* "As per the average employment income as established by the NWT Bureau Statistics from the community of Fort Smith. Mayor Napier stated that it should be done every Council term.

Cr. Couvrette stated the sentence should state that the bylaw be reviewed a minimum every three years. Cr. Westwell stated that the section does not have to be there at all since it is up to Council in office to do the review. Cr. Couvrette stated he agrees with removing section 8. Mayor Napier stated under schedule A there is the same wording that the bylaw shall be reviewed. Cr. Pischinger stated it should be up to the council in the office for the raises and whatnot. Cr. Westwell stated he thinks it should be should and not shall. Cr. Westwell stated it would be changed to shall be reviewed in term of council under schedule A.

21-252 Moved By: Cr. Westwell  
Seconded By: Cr. Couvrette

WHEREAS the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest to establish rates of remuneration for the Mayor, Deputy Mayor and Councillors; NOW THEREFORE the Council of the Municipal Corporation of the Town of Fort Smith, at a duly assembled meeting enacts as follows:

Short Title

That this by-law shall be cited as the "Council Honourarium Bylaw".

1. The Mayor of the Town of Fort Smith shall receive:

- a) An honourarium in the amount of \$65,000 annually plus adjustments in accordance with the attached schedule "A".
- b) Benefits as outlined in Schedule "B" attached to and forming part of this by-law.

2. The Deputy Mayor or duly appointed Acting Mayor shall receive an annual base horourarium of nine thousand dollars (\$9,000) if in compliance with the



parameters outlined in Schedule “C”.

3. Each Councillor shall receive an annual base honourarium in the amount of six thousand dollars (\$6,000.00) if in compliance with the parameters outlined in Schedule “C”.

4. Each Councillor and the Deputy Mayor shall receive a daily meeting per diem of \$100.00 for attendance at official meetings as defined in this by-law.

5. The definitions detailed below will form part of this by-law to ensure the appropriate application of the clauses: a. Attendance: Participating in a meeting in person or via conference call on occasion with prior approval, when attendance is prohibited.

b. Councillors: Elected officials that serve as members of Council.

c. Deputy Mayor: Elected official duly appointed as Deputy Mayor or Acting Deputy Mayor.

d. Mayor: Official elected as Mayor.

e. Member of Council: Deputy Mayor and Councillors.

f. Official Meeting: Regular or Special Meetings of Council, Committee of the Whole, Standing Committees or Special Meetings.

g. Special Meeting: A meeting that a member of Council has been appointed by resolution to attend and is not being compensated by a third party.

6. The Mayor and each Member of Council be entitled to reasonable childcare expenses, to a maximum of \$2,000 per annum per Member, for childcare expenses incurred while in attendance at meetings or conferences that are duly authorized by a resolution of Council.

#### **THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1022**

7. All payments under this By-Law will be made in accordance with the parameters outlined in Schedule “C”.

8. By-Law #1003 is hereby repealed.

CARRIED UNANIMOUSLY

#### **Bylaw 1022- Council Honorarium Bylaw-Second reading**

21-253 Moved By: Cr. Couvrette  
Seconded By: Cr. Campbell

That Bylaw 1022 be given second reading by title only.

CARRIED UNANIMOUSLY

#### **c. Mayor and Council/Board Representative Updates**

i. Cr. Campbell stated the boat launch is looking good. He stated they should talk to the community members about doing some work down there.

ii. Cr. Couvrette stated that it is quickly approaching the next election and this time around it would be nice to see an information package and what it is like to participate as a councillor or mayor. He added that some people may be



surprised at what the roles and responsibilities are. He stated that one of the staff brought up the fact that there may be a misunderstanding that council appreciates the work of Town staff. He stated he realizes that sometimes they may be critical of activities that are happening, but he can say that he is aware and appreciates that every individual within the town staff. He stated if there are concerns that please let council know.

- iii. Cr. McArthur stated that the public works crew are doing a good job. He added that there is a lot of talk around town about the new bylaws and he hopes people are reading them because they will be enforced heavily.
- iv. Cr. Beaulieu congratulated the Northwestern air lease for their new pilots and congratulations to the Metis for daycare. She also added a welcome to the new and old college students. She stated that there was an agreement with CAB and there was supposed to be part of the parking for the building.
- v. Cr. Pischinger stated that she is looking forward to the college students to come back. She stated that the community should look for the next vaccines clinic.
- vi. Cr. Westwell stated that the town staff is doing a great job.
- vii. Mayor Napier stated she is very excited about having a new bylaw officer. She stated for many years there have been complaints about dogs being loose. She added there are properties in the community that need to be addressed. She stated the bylaws will be enforced. She added that there is a lot of negative comments on social media. She stated she does not feel the need to engage with negative comments and that they need to bring it forward to the town hall for formal complaints. She added that the town staff are very hard-working staff, and the town has hard working volunteers.

She advised that during covid the town still ran and that you can go quite a while without a government program, but you always need water, garbage taken away and billing and accounts etc. She stated she fully supports the town staff. Mayor Napier stated that there has been some community discussion about the playgrounds. She stated she was very excited about the new equipment and their old playgrounds were very old. She stated that the town wants to make sure the equipment is safe for the children. She stated it was a pleasure to go to the last summer music night event and that it was very well put together. She stated the community should keep getting their vaccinations.

SAO stated that there are 74 cases of covid now. She stated if you have been out of the community to be safe. She stated that they are looking for more money for the boat launch. SAO stated she appreciates the positive comments from council for the town staff and the new bylaw officer. She stated the bylaw officer is now drafting letters to send out for pet owners, lands, and other bylaws.

d. Administration

- a. DPA-028-21 – Debora Heron Home Occupation Business

|                               |
|-------------------------------|
| 21-254 Moved By: Cr. McArthur |
|-------------------------------|



Seconded By: Cr. Beaulieu

That DPA-028-21, submitted by Debora Heron, to operate a Home Occupation Business Enchanted Customs from Lot 1307, Plan 1788, 54 Caribou Crescent, in Fort Smith be approved.

CARRIED UNANIMOUSLY

21-255 Moved By: Cr. Campbell  
Seconded By: Cr. McArthur

That Cr. Westwell be appointed Acting Mayor 5pm on August 27<sup>th</sup> to 8:30am on September 13<sup>th</sup>.

CARRIED UNANIMOUSLY

I. **ABSENCE OF COUNCIL MEMBERS**

21-256 Moved By: Cr. Couvrette  
Seconded By: Cr. Beaulieu

That Cr. McArthur and Cr. Campbell be excused from the Corporate Services Standing Committee Meeting on August 3<sup>rd</sup>, 2021.

CARRIED UNANIMOUSLY

21-257 Moved By: Cr. McArthur  
Seconded By: Cr. Pischinger

That Cr. Beaulieu be excused from the Community Services Standing Committee Meeting on August 10<sup>th</sup>, 2021.

CARRIED UNANIMOUSLY

21-258 Moved By: Cr. Couvrette  
Seconded By: Cr. McArthur

That Cr. Cox, D/M Smith be excused from the Regular Meeting of Council on August 17<sup>th</sup>, 2021.

CARRIED UNANIMOUSLY

J. **DATE OF NEXT COUNCIL MEETING**

Corporate Services Standing Committee Meeting – Sept 7, 2021  
Community and Municipal Services Standing Committee Meetings – Sept 14, 2021  
Council Meeting 09-21 – Sept 21, 2021

K. **ADJOURNMENT**

21-259 Moved By: Cr. Westwell  
Seconded By: Cr. Couvrette



That the meeting be adjourned at 9:40 p.m.

Minutes adopted this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Mayor Lynn Napier

\_\_\_\_\_  
Certified Correct by the  
Senior Administrative Officer Cynthia White

L. **QUESTION PERIOD**

A question period was offered in accordance with policy.



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, September 7<sup>th</sup>, 2021, at 7:00 pm

Chairperson: D/M Smith  
Members: Mayor Napier, Cr. Westwell, Cr. Pischinger, Cr. Beaulieu, Cr. Cox, Cr. Couvrette, Cr. Campbell, Cr. McArthur  
Regrets: Cr. Cox, Cr. Campbell, Cr. McArthur  
Staff Present: Cynthia White, Senior Administrative Officer; Obrian Kydd, Director of Corporate Services; Josée Hazlewood, Executive Secretary  
Guests:

1. Call to Order

D/M Smith called the meeting to order at 7:01 pm.

2. Review

- a. Agenda –The agenda was reviewed.

**RECOMMENDATION**

**Moved by: Cr. Cox**

**Seconded by: Cr. Couvrette**

**That the agenda be adopted as amended.**

Cr. Westwell would like to add under other business 9a discussion regarding human resources.

**CARRIED UNANIMOUSLY**

- a. Minutes – The Corporate Services Standing Committee Minutes of August 3<sup>rd</sup>, 2021, were reviewed and adopted at the Regular Meeting of Council on August 17<sup>th</sup>, 2021.

Cr. Couvrette stated under section 5 bylaw review under paragraph c where it talks about the customer portion and the first 5000 should be 500 for the deductible.

- b. Vision and Values– The Vision and Values were reviewed.

- c. Strategic Plan – The Strategic Plan was reviewed.

SAO stated she suggest Council may want to have a working session to discuss a turnaround document for the next Council. She stated it would be an opportunity to go over the strategic plan. She stated they are doing the same thing with other plans that they can work on and present to the next council.

3. Governance

- a. Council Priorities – The Council Priorities were reviewed.

- i. Bylaw Review Committee

SAO stated there was a BRC meeting at the end of last month. She stated next week for municipal services they will be bringing bylaws up front.

- ii. Communications Committee

Cr. Cox stated they have not had a meeting in August, but they have been working on doing online social media posts about showing information with the paving program and construction of the playgrounds. Cr. Couvrette stated that council should look into doing a document regarding communication and strongly recommends that next council look at quickly adopting communication protocol and strategy. He stated he thinks council should have a communication strategy.

iii. Daycare

SAO stated they had heard the Territory is working hard on accessing the liberals plan on \$10 daycare. She stated they will have to wait and see if the programs come to NWT.

iv. Community Recreation Center

SAO stated that the contractor and herself have been through drawings and they are working hard on the upstairs and it has been gutted. She stated that the steering committee met last week and there were some edits made to the draft for the indeterminate agreement. She stated it was sent to the Seniors' Society. She added that the Executives of the Winter & Curling Sports Club will be meeting with the committee to go over the new agreement.

4. Director's Report

The Director provided a report on the operations of the Corporate Services Department. Obrian stated they are prepping for the end of the year, and they are starting work for the 2022 budget. He stated they are also prepping for years end. He also added they are preparing for the new software for payroll. SAO stated they are very excited for the new payroll system and the efficiency of it. She stated the tax auction is coming at the end of September. She stated they are working through developing the contribution for small business development fund.

a. Accounts Paid List – The Accounts Paid List from August 2021 was reviewed.

b. Correspondence – The Correspondence from August 2021 was reviewed.

c. License Report – The License Report from August 2021 was reviewed.

5. Administration

a. Briefing Note- Slope Remediation Design and Construction Plan Update

SAO stated that the funding for this project, in the amount of \$166,720, was received in 2017 through Federal Climate Change Adaptation Funding. This funding did not require a contribution from the Town of Fort Smith. She stated that in December 2018, Wood Environment & Infrastructure Solutions was awarded the work in the amount of \$149,972.00 plus GST. She added that the scope of work for this project was to review previously completed slope studies for three locations: the sewage lagoon, a downtown sector, and Axe Handle Hill, and prepare remediation designs and construction drawings for a 4.5km section of the slope. She added as per the RFP the focus of the work was to develop remediation plans and construction drawings which would aim to flatten the slope via cutting and filling.

SAO stated as a part of the investigation the consultant reviewed a number of background documents, including slope assessments from 2004 onward, including LiDAR data from 2009, historical hydrotechnical data. An initial report was received from the consultant in October 2019, outlining the results of their data analysis, which included recommendations and next steps. She stated that the ideal remediation would be to have the riverbank re-graded to a 6-degree slope, but this will require the removal of 16 million m3 of soil (Table 3: Approximate Cut and Fill Volumes). She added that 2 Re-grading to this slope would also impact municipal, private, and territorial infrastructure as note in Table 2:

Potentially Impacted Infrastructure and Figure 11 of the report. Re-sloping to 10-degrees has the least impact on infrastructure and requires the least amount of soil to be removed but, according to the consultant, is unlikely to have the desired effect of significantly avoiding or reducing slumping and sliding. She advised that the consultant is currently working with the GNWT to obtain some more recent InSAR and LiDAR data to develop a model of change over time of the riverbank. With remediation of the slope, we will need to consider the environmental impacts of removing large areas of vegetation and how that will impact local flora and fauna. Analysis: Given the attached report it is unlikely that a whole scale re-sloping of the riverbank within municipal boundaries is logistically and environmentally feasible. She added that at this time the consultant is recommending some form of monitoring system with remediation of priority areas that may currently exist or that develop in the future. The federal funding for developing a monitoring and management plan is in place until March 31, 2022. She stated that the updated data will help the consultant to develop this plan and recommend strategies and equipment to carry out the plan. She advised that a monitoring plan will help the Town to engage with other stakeholders, such as the GNWT and federal government, to support ongoing remediation efforts as the need arises. The Environmental Reserve Zone protects from infrastructure development in the highest risk areas. Any need for a change in designation of this zone can be addressed during the upcoming zoning bylaw and community plan reviews

Cr. Beaulieu stated that the document stated 2004 which is almost 20 years ago and wonders why there hasn't been a process started. Cr. Westwell stated he is happy to see this report. Cr. Couvrette stated that when you look at the atlas from MACA and indicates land ownership and most of it is commissioners land. He stated he does not see it in the best interest of the community to put a bunch of resources of land that commissioner has no interest to transfer the land to the community. He stated until they are willing to be invested in this process the recommendation to deal with is as is will be something council really needs to look into. Cr. Cox stated she is glad to see the report and thinks that the surprising thing was the recommendation was to monitor and address something as it happens. She stated she is skeptical that is the best approach. Cr. Beaulieu stated that it describes the water resource, and it does not talk about any of the underground drainage. She stated it will not stop the sloping of the land. SAO stated that this is data that they don't have enough information. She stated monitoring would mean small changes vs places that aren't changing at all. D/M Smith stated it would be nice to provide council more information especially with data from a drone. Cr. Couvrette stated if there was any intend for administration to find out the cost for monitoring system will be. SAO stated that once the data comes in then they will have a few choices for monitoring systems.

b. Briefing Note- TRC Civic Holiday Bylaw

SAO stated the Federal and Territorial governments have proclaimed September 30<sup>th</sup>, as National Day of Truth and Reconciliation, which will be a statutory holiday going forward. She added that in June 2020, Council adopted the UN Declaration on the Rights of Indigenous Peoples and the TRC Calls to Action. SAO stated that the Town continues to move forward with Truth and Reconciliation and decolonizing efforts. She added that the adoption of September 30<sup>th</sup> of the National Day of Truth and Reconciliation as a standing civic holiday is one more step. She advised that the Town of Fort Smith collective bargaining agreement does not incorporate any new statutory holidays but does recognize any civic holiday proclaimed by Council.

**RECOMMENDATION**

**Moved by: Cr. Couvrette**

**Seconded by: Cr. Cox**

**That Council approves the National Day of Truth and Reconciliation civic holiday bylaw.**

**CARRIED UNANIMOUSLY**

c. Alcohol Strategy Representatives

SAO stated that the territorial government is looking to work on their new alcohol strategy plan. Cr. Cox suggest an express of interest may be the answer.

d. Acting SAO

SAO stated she will be on leave from September 22<sup>nd</sup> until October 4<sup>th</sup>. She added that Emily Colucci will be acting.

**RECOMMENDATION**

**Moved by: Cr. Westwell**

**Seconded by: Cr. Beaulieu**

**That Emily Colucci be Acting SAO from September 22<sup>nd</sup> at 8:30 am until October 4<sup>th</sup> at 8:30am.**

**CARRIED UNANIMOUSLY**

6. Other Business

- a. Cr. Westwell stated that he cannot participate in the HR Committee for the hiring of Director of Municipal Services and would like to step down for the committee for this hiring.

**RECOMMENDATION**

**Moved by: Cr. Westwell**

**Seconded by: Cr. Couvrette**

**That Cr. Cox be appointed as alternative for the HR committee for the hiring of Municipal Services Director.**

**CARRIED UNANIMOUSLY**

7. Excusing of Councillors

**RECOMMENDATION**

**Moved by: Cr. Westwell**

**Seconded by: Cr. Couvrette**

**That Mayor Napier, Cr. Campbell be excused from the Corporate Services Standing Committee meeting of September 7<sup>th</sup>, 2021.**

**CARRIED UNANIMOUSLY**

8. Date of Next Meeting

The next Corporate Services Standing Committee meeting will be held on October 5<sup>th</sup>, 2021.

9. Adjournment

**RECOMMENDATION**

**Moved by: Cr. Cox**

**Seconded by: Cr. Beaulieu**

**That the meeting be adjourned at 7:54pm.**

**CARRIED UNANIMOUSLY**



Town of Fort Smith  
Community Services Standing Committee  
Tuesday, September 14<sup>th</sup>, 2021 at 7:00 pm

Chairperson: Cr. McArthur  
Members Present: Mayor Napier, D/M Smith, Cr. Campbell, Cr. Couvrette, Cr. Cox,  
Cr. Pischinger, Cr. Westwell, Cr. Beaulieu  
Regrets:  
Staff Present: Cynthia White, Senior Administrative Officer; Josee Hazlewood,  
Executive Secretary  
Guests:

1. Call to Order  
Cr. McArthur called the meeting to order at 7:01 pm.

2. Declaration of Financial Interest
  - a. Statement of Disclosure of Financial Interest

3. Delegations

4. Review
  - a. Agenda – The agenda was reviewed.  
**RECOMMENDATION**  
**Moved by: Cr. Cox**  
**Seconded by: Cr. Westwell**  
**That the agenda be adopted as presented.**

**SAO added a Covid Update to the agenda.**

**CARRIED UNANIMOUSLY**

- a. Minutes – The Community Services Standing Committee Minutes of August 10<sup>th</sup>, 2021, were reviewed and adopted at the Regular Meeting of Council on August 17<sup>th</sup>, 2021.
- b.
- c. Vision and Values – The Vision and Values were reviewed.
- d. Community Services Master Plan – The Community Services Master Plan was reviewed.
- e. Economic Development Plan – The Economic Development Plan was reviewed.

5. Directors Report

The Director provided a report on the operations of the Community Services Department. Emily stated that there were almost 1000 users in Pete's gym in August. She stated that they are working with the school to have more use of the gym. She added that the pool closure is almost done, and it should be set to reopen soon. She added that the parents n tots are still quite popular, and that youth night has also been changed. She advised the gym rentals are still steady.

Emily stated that the daycare saw their enrollment drop in the summer but has gained numbers beginning September. She stated at the library the attendance has increased. She added the hours are steady and they are tracking their Wi-Fi usage as well. She stated that they have been starting to weed items from their collection. If the item has been in the library for longer than 5 years without being checked out, then it gets removed.

Cr. Westwell state that the daycare staff has done a great job with the summer camp and the daycare program. SAO stated that the playgrounds have been coming along very well and they are just waiting for safety sand. She stated they have had lots of positive feedback for the Kid City playground.

6. Economic Development

- a. Economic Development Report – The August 2021 statistics report was reviewed. Emily stated there were 416 visitors that came in through the visitor center. She added that there was a total of 232 applicants and most of them were from Yellowknife. She added they paused on the advertisements due to the outbreak in Yellowknife. She added 170 people came out to the music night. She added the first community consultation for conibear park center will occur in late October. Cr. Cox asked if there was a timeline for the Strategic Marketing plan. SAO stated that they have been in contact with them and are waiting. D/M Smith stated that the summer student staff did a great job.

7. Administration

- a. Briefing Note- Fort Smith 55<sup>th</sup> Anniversary Celebration

SAO stated that the Fort Smith 55<sup>th</sup> Anniversary Celebration on October 2<sup>nd</sup> for road closure requires Council's approval.

She stated we will be posting the Fort Smith 55<sup>th</sup> Anniversary celebration road closure in all our advertising (posters, website, Facebook) to ensure residents know that the Fort Smith 55<sup>th</sup> Anniversary Celebration is being held at MacPherson Park with the corresponding road closures to facilitate street hockey.

**RECOMMENDATION**

**Moved by: Cr. Cox**

**Seconded by: Cr. Couvrette**

That Simpson Street between Rupert Avenue & Camsell Street be close to traffic on Oct 2, 2021 from 12:00 p.m. to 5:00 p.m. for Fort Smith 55<sup>th</sup> Anniversary Celebration, for a street Hockey event.

**CARRIED UNANIMOUSLY**

- b. Conibear Park and amenities Advisory Board-Expression of Interest  
D/M Smith excused himself as his spouse is one of the expressions of interest.

SAO stated that they are creating an advisory board to help create the design of conibear park. She stated the board would represent the community. She added that this list is the expression of interest. She added that there was three people brought forward from the indigenous government and seven more people from the community. SAO stated that Council can make a recommendation to accept these names or make a sub committee to go through the names. Cr. Cox stated she would support the recommendation to accept all ten.

**RECOMMENDATION**

**Moved by: Cr. Westwell**

**Seconded by: Cr. Cox**

That Lauraine Tordiff, Connie Benwell, Diane Benwell, Laura Aubrey, Alyssa Etsell, Pat Burke, Alexander Pryor, Craig Browne, Brenda Dragon and Benjamin Mitchell be approved to the Conibear Park amenities advisory board.

**CARRIED UNANIMOUSLY**

c. **Priority User Agreements**

Mayor Napier stated they met with the Seniors and there was a lot of discussion regarding the length of the agreement or how long the Seniors will be in the space or the community center. She added that they thought it was important the town recognizing the Seniors' Society is an important part of the town. She stated the first change was for the Seniors. She noted that the insurance company had advised any user agreements even short term one hour rental all user agreements should have an indemnification clause. Mayor Napier stated that the final part they changed was the termination of the agreement because the Seniors' Society had said that having a termination agreement clause makes the indeterminate agreement redundant. Cr. Cox stated that in draft 4 there was concerns from council and the agreement was sent back to the steering committee and they then met two weeks ago and made the changes in draft 5. She stated the changes recommended were significant.

Cr. Couvrette thanked the Seniors' Society and the two representatives for working out an agreement and he will be voting in favor of supporting this agreement. He stated that an agreement is basically a contract and whether or not there is a termination clause, if either party terminate the contract then that is enough of a condition to support the deletion of the termination clause.

**RECOMMENDATION**

**Moved by: D/M Smith**

**Seconded by: Mayor Napier**

**That council accept draft 6 of Fort Smith's Seniors Society Priority Indeterminate User agreement.**

**CARRIED UNANIMOUSLY**

8. **Date of Next Meeting**

The next meeting of the Community Services Standing Committee will be held on October 9<sup>th</sup>, 2021.

9. **Adjournment**

**RECOMMENDATION**

**Moved by: Cr. Couvrette**

**Seconded by: Mayor Napier**

**That the meeting be adjourned at 8:10 p.m.**



Town of Fort Smith  
Municipal Services Standing Committee  
Tuesday, September 14<sup>th</sup>, 2021 at 8:15 pm.

Chairperson: Cr. Westwell  
Members Present: Mayor Napier, D/M Smith, Cr. Campbell, Cr. Couvrette, Cr. Cox,  
Cr. Pischinger, Cr. Beaulieu, Cr. McArthur  
Regrets:  
Staff Present: Cynthia White, Senior Administrative Officer; Josée Hazlewood,  
Executive Secretary  
Guests:

1. Call to Order

Cr. Westwell called the meeting to order at 8:15pm.

2. Review

- a. Agenda – The agenda was reviewed.

**RECOMMENDATION**

**Moved by: Cr. Couvrette**

**Seconded by: Cr. McArthur**

**That the agenda be adopted as presented.**

Cr. Campbell requested a paving update.

**CARRIED UNANIMOUSLY**

- b. Minutes – The Municipal Services Standing Committee Minutes of August 10<sup>th</sup>, 2021, were reviewed and adopted at the Regular Meeting of Council on August 17<sup>th</sup>, 2021.
- c. Vision and Values – The Vision and Values were reviewed.
- d. 2021 Capital Plan – The Capital Plan was reviewed.  
SAO stated that multiple projects have been done. The approved 2021 Capital Plan identified \$14,100,000 in capital spending, recognizing that this included all identified capital projects for the next 3-5 years.

She stated that a total of 20 projects/purchases have been completed or are underway, with \$2,529,563.73 in spending to date.

She advised that several large, multi-year projects are underway, including the Community and Recreation Centre and the final work on the Clean Water Wastewater Project in the downtown core. She added that the attached spreadsheet identifies the budgeted amounts as per the 2021 Capital Plan, identifying the source of funding (minus the spending which occurred in previous years of a project), action taken and spending on various projects/purchases to date in 2021. She added additional projects that are anticipated to begin before the end of 2021 are Performance Reviews, Energy Plan Update, Economic Development Zone, Traffic Plan, Community Plan, and the environmental assessment for removal of the theatre adjacent to Conibear Park. She stated that federal funding has also been received for paving the remainder of the roads (\$3,387,709), updates to Conibear Park (\$365,625), and landfill updates (\$1,056,125), all of which require a 25% contribution from the Town and are in place to March 31, 2027. Federal funding was also received to pave the remainder of the Thebacha Trail (\$309,791) which has been completed.

Summary of capital funds available:

CPI - \$1,425,591.15

Gas Tax - \$3,035,206.44

Reserve - \$957,401

Cr. McArthur asked which roads would be paved. SAO stated that when they had sent the application it was all the roads in Bell Rock as well as over lay on other roads to improve some of the roads. Mayor Napier asked about the summary of capital funds. She stated they had notified about gas tax funding, and she wondered if those amounts include the gas tax that have not been received yet. SAO stated that those amounts have not been included because she has not been yet notified. D/M Smith thanked Administration for the update. She stated that all the plans were not realistic to get done over 12 months, but he stated he is comfortable with how the money is being spent. Mayor Napier stated that SAO did a great job with all the work that has been happening in the town. Cr. Pischinger stated they had discussed a few months ago about changing the heaters in the arena. SAO stated it will not happen this winter but hopefully in the spring.

### 3. Directors Report

The Director provided a report on the operations of the Municipal Services Department. SAO stated that the water and sewer project has been a very hard project to come into and a lot of barriers and conflict. She stated they were able to get to the stage where they were able to pave but unfortunately there had been challenges. She stated the sub-contractor was not given the right information. She stated she was able to meet with someone who was able to make those decisions and he identified those deficiency. Cr. Westwell stated that the driveway will all be fixed. D/M Smith wondered if Administration had a plan to let the community know. SAO stated that she has spoke to different businesses around the issues of paving. She added that they have relaced a number of culverts that made drainage issues at several places around town. She stated they are anticipating a much better season of drainage in all the ditches. She stated the facilities worker have been supporting the installation of the playground. Cr. McArthur stated he ran into Alex Gauthier and thanked him for doing a good job of the ditches. D/M Smith stated he has not been able to use the trail yet, but he has seen tons of people using it. He stated it was badly needed and wondered if the town will be putting up signage for crosswalks. SAO stated that the paving happened so quickly, and they will be making sure that the crosswalks would be well painted and there will be for sure more signage of pedestrians. Cr. Campbell stated it was a slap in the face that the staff have been working Sundays to help with the playground when the town roads need to be filled. Cr. Campbell stated he wants to see our contractor hire people to fill the holes and cracks in the road. SAO stated the staff that are required to do the crack sealing are the same staff that are required to do the sewage and whatnot. She stated we do not have the amount of staff. SAO stated that the reason we are using town staff is because the contractor could not find anyone locally. Cr. Campbell stated he did not find any problem finding people to work. Mayor Napier stated that she is confident that the SAO made the decision to hire the staff to do the work accordingly. She stated they were able to get the funding to pay for the staff. She advised they will be doing more paving next year but the town can not be hiring for the contractor. Cr. Pischinger stated that the town took the municipal staff to do the laborer and wondered if it was part of the contract. Cr. Westwell stated that it was the Recreation staff and not the Municipal staff.

### 4. Protective Services Report

- a. Fire Department – The August 2021 statistics and training report was reviewed.  
SAO stated there has been some training to get more fire fighters and various other types of training. She stated there was three calls out to the fire department.
- b. Ambulance Department – The August 2021 statistics report was reviewed.  
SAO stated ambulance has been very busy. She stated that there were ten medivac flights.
- c. Bylaw Department – The August 2021 statistics report was reviewed.  
SAO stated Bylaw was busy. She stated there were lots of warnings and dog calls. She stated there was 24 contacts with the community for the month.

She stated there was PSA for certain bylaws that Council wanted to see. Cr. McArthur stated that the ambulances stay 24/7 at the hospital. He stated if the ambulance crew finds out that they are not going anywhere they should not be waiting around. Cr. McArthur stated he reads too many warnings on this. He stated that there should be more tickets given out and less warnings. Cr. Campbell stated there should be more enforcement for people parking on the sidewalk. SAO stated that in the last couple of weeks the direction was given to bylaw to give tickets to people parked on sidewalks.

5. Bylaw/Policy Review and Development

- a. Briefing Note- Fire prevention and Emergency Medical Services Bylaw

**RECOMMENDATION**

**Moved by: Mayor Napier**

**Seconded by: Cr. Couvrette**

That the Fire Prevention and Emergency Services Bylaws be approved as presented

CARRIED UNANIMOUSLY

6. Administration

- a. **DPA 031-21 – Office Building Construction**

**RECOMMENDATION**

**Moved by: Cr. McArthur**

**Seconded by: Mayor Napier**

**That DPA-032-21**, submitted by Michael Browne, to construct an office building on Lots 0166 & 0167, Plan 0008, 136 McDougal Road/72 Portage Avenue, Fort Smith to be approved.

CARRIED UNANIMOUSLY

SAO stated the application is all in compliance and wanted to bring it forward to determine any issues with parking in this area. Cr. Westwell stated he was excited to see a DPA for this space. Cr. Couvrette stated it is great to see the lot being developed. He stated looking at the material in the application it was hard to get a grasp on how the building will look like. He stated he thinks the town should keep the same kind of look for downtown buildings. Mayor Napier stated that there is a bylaw on what could be built downtown. Cr. Campbell stated he would like to see something on what the siding would look like before council approves it.

- b. **Briefing Note- Traffic bylaw – Posted Speed Limits**

SAO stated as per the previous discussion in Committee, there was support for modifying the speed zones in the community to be 40km/hr unless otherwise posted, as per the map in the Traffic Bylaw (872). She stated that Council requested additional information on the areas that are currently posted as 30km/hr and if any motion setting these zones was made by Council. As per the attached map, there are several areas that are posted as 30km/hr that are in addition to the original map in the bylaw. She stated additionally, there are areas that should be posted as 30km/hr that are not, including Timber Crescent and Calder Avenue, where there are playgrounds. She stated identifying the proper speed zones around schools and playgrounds is important for calming measures in those high-risk areas.

She stated that posting areas such as residential neighborhoods and the downtown core as 40km/hr will ensure some measure of traffic calming in those areas without negatively impacting the flow of traffic. This is a move that many municipalities in the country are going to, including Edmonton and Whitehorse who are just making this change as well. Industrial areas can be safely posted at 50km/hr as per the bylaw. She stated these traffic calming measures will support bylaw enforcement and community safety efforts as we engage in developing in a traffic and active transportation strategy. Cr. McArthur stated he is positive that the speed limit on Calder is 30 km/h but on the map it does not go all the way to field St. SAO stated that he is correct and by the track it is 30 but not sure how far down. Cr. McArthur stated he would like to see the 30 km/h from Pine/McDougal all the way down McDougal. Cr. Cox wondered if Pike St still needs to be 30 km/h since the playground is not there anymore. SAO stated there is still a place space there. Cr. Pischinger stated the 30 km/h zone from the track all the way to the corner store. Cr. Westwell stated it was narrowed as a speed zone device on McDougal. He stated that the 30 km/h zone on Pine and Polar was due to the not having sidewalk.

## **RECOMMENDATION**

**Moved by: D/M Smith**

**Seconded by: Cr. Couvrette**

That speed zones be posted as established in the current traffic bylaw (872) and as per the Council motion to amend Pine Crescent to 30 km/hr.

That a 30 km/hr speed zone be established on St. Ann Street, bracketing the new playground.

Cr. Westwell stated that it is 40 unless otherwise posted. SAO stated that there will be signs that state in the town it is 40 km/h unless otherwise posted. D/M Smith stated that he thinks this has potential to confuse the community. He stated he thinks the public messaging should be that this is the first part of a broader engagement for this issue in the community. SAO stated that if the communication committee would like to prepare some notice to go out once we get signage.

Cr. Campbell stated we are waiting to do the traffic plan and wondered if the speed limit will change again. SAO stated that she does not believe so. Cr. Westwell stated he does not support a 40 km/h speed plan and have way more issues in relation to driver distracting and a speeder driver problem. He stated from a safety perspective it is not speed limits, it is a lack of sidewalks. He stated the 40 km/h is more of a distraction. SAO stated that speeding is an issue in a community where there is only one bylaw and RCMP is very busy. She stated she has seen RCMP outside of the schools for the last two weeks and stated it is great to see. She stated she knows that this is not the solution. She stated the town could have either speed bumps, crosswalks with lights. She added they are just waiting for funding from federal government. Cr. Westwell stated that he had issues with this when this was proposed a while ago. He stated that since Pine has been posted as 30 km/h has not made it any safer.

**CARRIED UNANIMOUSLY**

## **7. Other Business**

## **8. Excusing of Councillors**

## **RECOMMENDATION**

**That \_\_\_\_\_ be excused from the Municipal Services Standing Committee Meeting on September 14<sup>th</sup>, 2021.**

The next Municipal Services Standing Committee meeting will be held on October 9<sup>th</sup>, 2021.

**That the meeting be adjourned at                      pm.**



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW # 1023**

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A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN  
OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO  
ESTABLISH A NATIONAL DAY FOR TRUTH AND  
RECONCILIATION CIVIC HOLIDAY BYLAW, PASSED  
PURSUANT TO SECTIONs 70, 71, 72, 73, 73, AND 75 OF THE  
CITIES, TOWNS AND VILLAGE ACT S.N.W.T, 2003, c.22.

WHEREAS, the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories, is committed to engaging with the Truth and Reconciliation Commission of Canada's Calls to Action, and is committed to advancing Truth and Reconciliation, and that a National Day for Truth and Reconciliation has been adopted by the Federal Government of Canada and the Territorial Government of the Northwest Territories, and as such recognizes the importance of such a day;

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

1. THAT September 30<sup>th</sup> shall be declared a civic holiday to commemorate the National Day for Truth and Reconciliation.
2. THAT this Bylaw shall come into force and effect on the date of its final passing.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A THIRD TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SENIOR ADMINISTRATION OFFICER

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

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



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1024**

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A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, FOR THE ESTABLISHMENT AND OPERATION OF A FIRE DEPARTMENT AND TO PROVIDE THE PROVISION OF FIRE PROTECTION SERVICES PURSUANT TO SECTION 70 OF THE OF THE CITIES, TOWNS AND VILLAGES ACT BEING CHAPTER C-22 OF THE R.S.N.W.T, 2003.

**AND PURSUANT TO** the Fire Prevention Act, RSNWT 1988, cF-6, Summary Conviction Procedures Act RSNWT 1988, c S-15, and the Property Assessment and Taxation Act, RSNWT 1988, c P-10;

**WHEREAS** the *Council* of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest to establish a fire service and provide for the efficient operation of that fire service by regulating the duties and responsibilities of the *Department*;

**NOW THEREFORE** the *Council* of the Municipal Corporation of the Town of Fort Smith in the Northwest Territories in session duly assembled enacts as follows:

**1. Short Title**

- a. This By-Law may be cited as the “Fire Prevention By-Law”

**2. Interpretation**

In this By-Law;

- a. **“Approved Outdoor Cooking Appliance”** – means a cooking appliance which is fueled by cooking fuels, propane or natural gas and which has been approved for sale and use by the general public by the Canadian Standards Association;
- b. **“Approved Burning Materials”** – means clean, dry, seasoned firewood, unpainted and untreated dimensional lumber, and charcoal briquettes;
- c. **“Approved Fire Pit”** – means a fire pit that meets the requirements set out in Section 9;
- d. **“Approved Outdoor Fireplace”** - means a fire pit which meets the requirements set out in Section 9 ;
- e. **“Equipment”** – means any apparatus, appliance, or other *Department* resource;
- f. **“Permit”** – means Burn *Permit* described in Section 7 and includes those terms and provisions the *Chief* may impose, in writing, on the *Permit*;
- g. **“Chief”** means the Fire/*EMS Chief* of the *Department* which is a role normally held by the Director of Protective services, or designate or, if, in the event there is no such designate, such person as *Council* shall designate by resolution;
- h. **“Council”** – means the *Council* of the Town of Fort Smith;
- i. **“Dangerous Goods”** – means a product defined as such by Transport Canada under the Transportation of *Dangerous Goods* Regulations;
- j. **“Department”** - means the *Fort Smith Fire/EMS Department*;
- k. **“EMS”** – means Emergency Medical Services;
- l. **“Incident”** – shall mean an emergency ambulance response, fire/rescue response, *False Alarm* response, public engagement, and education even, or any other emergency response made by the *Department*;
- m. **“Meeting”** – means any event related to equipment maintenance, training, professional development, or *Department* meeting;
- n. **“False Alarms”** – means:
- i. an alarm that is turned in automatically by an alarm system and the alarm was caused by a failure of equipment due to poor maintenance; or



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1024

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- ii. an alarm turned in by people, including by pulling pull stations intentionally, accidentally, or mischievously, or the testing of alarm systems, and not contacting the *Department*.
- o. **“Fort Smith”** – means the Municipal Corporation of the Town of Fort Smith;
- p. **“SAO”** - means the Senior Administrative Officer of the Municipal Corporation of the Town of Fort Smith;
- q. **“Protective Services”** – means the Town department overseen by the Director of Protective Services and includes the Fire/EMS *Department*, By-Law, Occupational Health and Safety, Emergency Management, and Land Development;
- r. **“Fire Hall”** – means the *Fort Smith Volunteer Fire/EMS Department* building and training facilities;
- s. **“Smoke”** – means the air borne solid and liquid particulates and gases involved when a material undergoes pyrolysis in combustion;
- t. **“Non-Combustible”** – means a material which, in the form in which it is used and under the conditions anticipated, will not aid combustion or add appreciable heat to an ambient fire;
- u. **“Fire Protection System”** – includes all piped water lines, hydrants, pump houses, and any sprinkler systems in public buildings under the control and maintenance of the Town;
- v. **“Town Limits”** – means the geographical boundaries of *Fort Smith* as determined from time to time;
- w. **“Incident Commander”** – means that *Member* responsible for the operations of *Department* at an *Incident*;
- x. **“Member”** – means any person or *Officer* who is duly appointed by the *Chief* as a *Member* of the Fire/EMS *Department* and includes those persons conscripted, contracted or whose services have otherwise been obtained for the benefit of the *Department* at an *Incident*;
- y. **“Officer”** – means a *Member* appointed as such by the *Chief* and given specific authority to assist the *Chief* in the carrying out of the *Chief’s* duties.
- z. **“Partial Fire Ban”** – A ban on all outdoor fires other than in an *Approved Fire Pit*.
- aa. **“Complete Fire Ban”** - A ban on all outdoor open flame fires.
- bb. **“Peace Officer”** – Any police officer, Parks Officer, ENR Officer, or other person employed for the preservation and maintenance of the public peace or for the service or execution of civil process such as a By-Law Officer or any other duly appointed Officer.

### 3. CONFLICTS

- a. Where two or more provisions within this By-Law are at variance with one another the most restrictive provision shall prevail.
- b. Where there is a conflict between this By-Law and any other By-Laws of *Fort Smith*, the most restrictive provision shall prevail.

### 4. DUTIES AND AUTHORITIES

The *Council* of *Fort Smith*, in the Northwest Territories duly assembled, does hereby authorize the establishment of the *Fort Smith Fire/EMS Department* and the carrying out of its activities in the following manner:

- a. The *Department* shall be managed by the *Chief*. The *Chief* Shall;
  - i. be the Town of *Fort Smith* Director of *Protective Services* unless that role is vacant;
  - ii. be appointed by resolution of *Council* and shall meet reporting requirements as outlined in **Policy MS701**;
  - iii. be a full time paid employee of the Town;
  - iv. report to *Council* through the *SAO*; and



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BY-LAW 1024**

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- v. notify and consult with the *SAO* regarding major changes regarding the Department and its operation.
- b. The *Department* shall consist of a *Chief*, *Officers*, and *Members*, buildings, and Equipment as is deemed necessary by *Council*, on the recommendation of the *Chief* and *SAO*, to safeguard the safety and property of the people of *Fort Smith* from Fire, Medical, and other emergencies.
- c. The *Chief* will appoint at least two (2) Deputy *Chiefs* (1 Fire Deputy, 1 EMS Deputy), six (6) *Officers*, and as many *Members* as deemed necessary and shall maintain an accurate list of such membership including training records and other supporting documentation.
- d. The *Chief* may appoint an *Officer* or *Member* of the *Department* to act as *Chief* on Their behalf or in Their absence.
- e. All persons appointed to the *Department* are authorized to act on behalf of the *Chief* when so ordered by him or her.
- f. The *Chief* may revoke any appointments for just cause.
- g. The *Chief* has complete responsibility and authority over the *Department*, subject to the direction and control of the *Council* through the *SAO* to which they shall be responsible, and in particular, they shall be required to carry out all fire protection and such other activities as *Council* directs, according to those service levels set by *Council* in Schedule “B”, personnel, training levels, Equipment and resource availability, including but not limited to:
  - i. structural or wildland/urban interface fire fighting operations;
  - ii. rescue operations; and
  - iii. fire prevention, inspection and life safety education programs.
- h. The *Chief*, shall, subject to ratification by the *Council*, establish rules, regulations, policies and committees necessary for the proper organization and administration of the *Department*, including but not limited to:
  - i. Operational guidelines governing the use and care of *Department* property;
  - ii. the appointment, recruiting, training, conduct and discipline, and responsibility of *Members*
  - iii. and *Officers*, and
  - iv. the efficient operation of both fire protection and emergency medical response.
  - v. Implementing a public education campaign in fire prevention.
- i. The *Chief* may take disciplinary action, including the suspension or dismissal of any *Member* of the *Department* for:
  - i. Lack of attendance and involvement as outlined in *Department* guidelines.
  - ii. Any other action which may be deemed by the *Chief* as being detrimental to the morale or to the general operation of the *Department*.
- j. The *Chief* shall report to the *Council* through the *SAO* on the operations of the *Department* or on any other matter in the manner designated by *Council*.
- k. If any Equipment or apparatus becomes damaged or is in immediate need of service in order to maintain fire service in *Fort Smith*, The *Chief* may take immediate action to immediately procure replacement Equipment or maintenance for such Equipment in line with the *Town*’s applicable procurement policies and such actions shall be reported directly to the *SAO*.
- l. The *Chief* or their designate shall be consulted prior to the issue of any building permit and no permit shall be issued until the building plans have been endorsed by the *Chief* as being approved.
- m. In regard to an *Incident* the *Chief* or *Incident Commander*:
  - i. is empowered to cause a building, structure, or thing to be demolished or removed if they deem it necessary to prevent the spread of fire to other buildings, structures or things, or following an *Incident* if, at the sole discretion of the *Chief* or *Incident Commander*, it is deemed necessary in the interest of public safety,



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- ii. at an *Incident* is empowered to enter premises or property where the *Incident* occurred and to cause any *Member*, Emergency Unit or Equipment of the Emergency Services to enter, as the *Chief* or *Incident Commander* deems necessary, in order to combat, control or deal with the *Incident*.
- iii. at an *Incident* is empowered to enter, pass through or over buildings or property adjacent to the *Incident*, and to cause any *Member*, Emergency Unit or Equipment of Emergency Services to enter or pass through or over such adjacent buildings or property, where the *Chief* or *Incident Commander* deems it necessary to gain access to the *Incident* or to protect any person or property.
- iv. at an *Incident* may, at their discretion, establish boundaries or limits and keep persons from remaining in or entering the area within the prescribed boundaries or limits unless authorized to remain or enter by the *Chief* or *Incident Commander* in charge.
- v. at an *Incident* may request *Peace Officers* to enforce restrictions on persons entering within the boundaries or limits.
- vi. may request assistance and resources from other municipal staff, as the *Chief* or *Incident Commander* deems necessary, in order to discharge the duties and responsibilities under this By-Law, and those persons shall comply forthwith.
- vii. may request persons who are not *Members* to assist in whatever manner they considers necessary to deal with the *Incident*.
- viii. is empowered to commandeer privately owned Equipment which they considers necessary to deal with an *Incident* and to authorize remuneration for the use of such Equipment at fair market value.
- n. The *SAO* or designate of the Town shall:
  - i. Advise the *Chief* when any portion of the *Fire Protection System* under Their jurisdiction is inoperable or under repair;
  - ii. Be responsible for all maintenance and repair of the fire system;
  - iii. Physically and clearly identify immediately any unserviceable or interrupted areas in the *Fire Protection System*, and the *Chief* or his delegates shall be so advised; and
  - iv. Advise the *Chief* prior to closure of any street or portion thereof.

### 5. JURISDICTION

- a. No Protective Services Equipment shall be used beyond the municipal boundaries of *Fort Smith*, without the permission of the *Chief* or the *SAO* except where duly approved agreements have been entered into by *Council* on the advisement of the *Chief*.
  - i. The service area is primarily within municipal boundaries. The Town may enter into service agreements with neighbouring communities, Indigenous governments and agencies of other levels of government to provide services outside municipal boundaries.
  - ii. Highway response will be determined as in conjunction with neighboring communities to ensure that service is seamless.
- b. In Town Municipal fire suppression and *EMS* capabilities take priority. No out-of-town response will take place unless:
  - i. Fire protection can maintain a minimum crew of 5 people and 1 pumper for defensive protection in the event of a fire call; and
  - ii. *EMS* can maintain a minimum crew of 2 people and 1 ambulance in town.

### 6. PROHIBITIONS

- a. Except as authorized under this By-Law, no person who is not a *Member* of the *Department* shall:



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- i. Enter into any premises where fire protection apparatus or supplies are housed, or
  - ii. Touch or use any fire equipment or supplies
- b. Except in the event of a fire alarm, no fire protection apparatus or supplies shall be removed from the *Fire Hall* without the knowledge and permission of the *Chief*.
- c. Except *Members* as defined by this By-Law, no person other than a *Member* of the *Department*, *Peace Officer*, *SAO*, Public Works personnel, or emergency service personnel, may entered the designated area of a fire in progress, training event, or within 100 feet of a fire apparatus.
- d. No person shall:
  - i. In any way hinder the progress of a *Member* of the *Department* on route to a fire or medical emergency or his lawful action at the scene of a fire or medical emergency;
  - ii. Obstruct, or otherwise interfere with, access roads, streets, or other approaches to any fire, fire hydrant, cistern or any connections provided to a fire main, pipe, standpipe, sprinkler system or any body of water designated for firefighting purposes;
  - iii. Obstruct, hinder, or delay any emergency equipment;
  - iv. Obstruct a *Member* of the *Department* from carrying out the duties imposed by this By-Law;
  - v. Fail to give right of way to the emergency equipment on a highway;
  - vi. Drive any vehicle over any equipment or fire hose without the permission of the *Chief*;
  - vii. Drive or walk around, or over any barricade, cones, blockade, setup to define the boundaries of a fire event or training event or otherwise ignore direction given in areas restricted to authorized personnel.
  - viii. Represent themselves as a *Member* or wear or display any *Department* badge, cap, button, insignia , or other paraphernalia for the purpose of making such representation unless they are a *Member* of the *Department*;
  - ix. Store or use a flammable liquid or substance within the confines of a building under conditions which might cause a fire;
  - x. Store flammable liquids in an unsafe manner that poses a fire or safety risk; or
  - xi. Knowingly turn in or cause to be turned in a *False Alarm*.
- e. Fireworks are prohibited within *Town Limits* unless a Fireworks Permit is issued by the Office of the Fire Marshal that demonstrates appropriate safeguards and training are in place.
- f. No person shall:
  - i. Refuse to provide information or assistance as required; or
  - ii. Knowingly state anything false in information delivered or furnished to the *Chief* or any *Member* of the *Department*.
- g. Regarding Control of Fire and Safety Hazards, no land holder shall:
  - i. Allow their property, or structures on it, to become a fire or other hazard.
  - ii. Leave the unsafe remnants of a wildland, structural, vehicle or other fire to pose a fire or safety hazard.
  - iii. If the Municipality deems a property or structure to be a hazard it may order the owner or the person in control of the land on which the hazard exists to reduce or remove the hazard within a fixed time and in a manner prescribed by the Municipality subject to Section 11 (Order to Remedy)

## **7. BURN PERMITS**

- a. No person shall light a fire outdoors within the *Town Limits* other than in an *Approved Outdoor Cooking Appliance*, or an *Approved Fire Pit* without permission from the *Chief* by way of a *Burn Permit* unless:



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1024

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- i. Set by *The Department* for the purpose of fire hazard control; or
  - ii. Set by *The Department* for the purpose of training.
- b. The Town shall provide forms on which an application for permission, known as a *Burn Permit*.
- c. The Town and *Department* reserve the right to cancel or reject any *Burn Permit* application at any time if in the interest of public safety.
- d. The *Permit* application form is attached to this By-Law as Schedule “C”, forming part of this By-Law.
- e. Any person who has been issued a *Burn Permit* under this By-Law and who allows the burning to get out of control shall be considered in violation of the terms of the By-Law and subject to a Summary Offence under Section 10 of this By-Law.
- f. All burning shall be supervised by the *Permit* holder, or their delegate who is over the age of nineteen (19) years old to ensure that the burning does not get out of control and the fire is completely extinguished once done.
- g. Burning under a *Permit* is subject to all conditions and restrictions listed on the *Permit* Schedule “C”.
- h. All *Burn Permits* will be considered cancelled upon issuance of a *Partial Fire Ban* by the *Chief* or designate.

### 8. BURNING

- a. No burning of materials or products other than *Approved Burning Material* is permitted unless authorized in a *Burn Permit*.
- b. No burning of tires is permitted under any circumstances.
- c. No burning materials or products that release large quantities of *Smoke* are allowed.
- d. If burning causes a *Smoke* hazard or complaints from the surrounding residents are received, the *Permit* holder shall stop the burning if instructed to do so by the *Chief* or a *Department Member*. If unable to extinguish the fire, the *Department* will be contacted to put out the fire and the *Permit* holder will assume all costs in doing so.
- e. The operation of any incinerator or any structure or device service as an incinerator is expressly prohibited unless professionally designed and installed and in compliance with all applicable regulations.
- f. No open flame outdoor burning is allowed upon issuance of a *Complete Fire Ban* by the *Chief* or designate.

### 9. APPROVED FIRE PIT

- a. *Approved Fire Pits* and *Approved Outdoor Fireplaces* shall meet the following requirements:
  - i. Have enclosed sides constructed of *Non-Combustible* materials;
  - ii. be at least 3 meters from any building, gas line, property lines, overhead wires, trees, or any other combustible material;
  - iii. be no more than 1 meter across;
  - iv. contain a fire no greater than 1 meter high;
  - v. be surrounded on all sides by *Non-Combustible* materials (ie. Crush gravel, rock, or concrete);
  - vi. Be monitored at all times by a competent person over the age of nineteen (19) until completely extinguished;
  - vii. Burn only *Approved Burning Materials*;
  - viii. Have a water source readily available at all times while in use.

### 10. ENFORCEMENT

- a. The owner, occupant or lessee of a building or property or part thereof shall, upon request, give the *Chief* or any *Member* of the *Department* who is carrying out an



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1024

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- inspection pursuant to the By-Law or the Fire Prevention Act such assistance as may be reasonably required in carrying out the inspection.
- b. Without limiting the right of entry of the *Chief* or a *Member* of the *Department* during an emergency, the *Chief* may inspect any building or premises, and, for such purpose, may at all reasonable hours, and upon producing proper identification, enter into and upon the building or premises to conduct an inspection to determine compliance with the provisions of this By-Law or the Fire Prevention Act.
  - c. Every person who violates a provision of this By-Law commits an offence and is liable on summary conviction to:
    - i. A fine in the maximum amount of two thousand dollars (\$2,000.00) if an individual or ten thousand dollars (\$10,000.00) if a corporation; or
    - ii. A By-Law Officer or *Peace Officer* may issue a Summary Offence Ticket Information in the form prescribed by the Summary Convictions Procedures Act to any person who violates any provisions of this By-Law and such person may, in lieu of prosecution, pay a voluntary fine pursuant to the provisions of Section 8 of the Summary Conviction Procedures Act, RSNWT 1988, c S-15, as amended from time to time, issued in respect to an offence in the amount specified in Schedule “A”, attached hereto and forming part of this By-Law.
  - d. Where an offence is committed on more than one (1) day, it shall be deemed to be a separate offence for each day on which the offence is committed and continued.
  - e. Every person guilty of an offence under this By-Law can be prosecuted and shall, in addition, to any penalty imposed by the Court, pay to the Town the full costs incurred to respond to any fire or other emergency resulting from the breach of the By-Law.
  - f. No person found in breach of a provision of this By-Law shall be subject to a term of imprisonment.

### 11. ORDER TO REMEDY

- a. The *Chief*, a duly appointed By-Law Officer, or designate may order any person who contravenes this By-Law, by way of an Order to Remedy, to take such measures as are specified in the order to forthwith remedy the contravention.
- b. The *Chief*, a duly appointed By-Law Officer, or designate may issue an Order to Remedy to the owner or occupant of any property on which a fire hazard is found, and the owner shall comply with the order within the specified time limits.
- c. Every person who fails to comply with an Order to Remedy issued pursuant to this By-Law commits an offence.
- d. An Order to Remedy issued pursuant to this By-Law shall contain at least the following information:
  - i. The name and address of the person upon whom the Order is served;
  - ii. The day on which the offence is alleged to have been committed;
  - iii. The address of the premises under consideration;
  - iv. Reasonable particulars of alleged breach of the By-Law;
  - v. A requirement that the person served shall remedy the non-compliance; and
  - vi. A time frame during which the non-compliance must be remedied.
- e. Every person against whom an Order to Remedy is made pursuant to Section 11(d) of this By-Law, may, within seven (7) days from the date on which the copy of the order is delivered, either in person or by registered mail, appeal the order to:
  - i. The Fire Marshal if the fire hazard is described in the Fire Prevention Act. This appeal shall be dealt with in accordance with the appeal provisions of the Fire Prevention Act; or
  - ii. To *Council* if the fire hazard is not described in the Fire Prevention Act.



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1024

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- f. The operation of an order referred to in Section 11(d) is suspended until a copy of the Fire Marshal or *Councils* decision has been served on the appealing person.
- g. If an order is given by the *Chief* for the abatement of a hazard under this By-Law or under the Fire Prevention Act and it is not obeyed within the specified time, or if the owner or manager of the property cannot be found or reached, the *Chief* shall report full details to the *SAO* and to the Fire Marshal. On hearing from the Fire Marshal, and, unless otherwise advised, the *SAO* or *Chief* may lay an information against the offender or may cause the hazard to be abated at the public expense. In the latter case, the expense shall then be charged against the owner of the land or property on or in which the hazard existed, in the form of a charge which shall be due and payable immediately and shall be collectable in like manner with any other taxes levied in the same year.

### 12. REPORTING REQUIREMENTS

- a. The owner or authorized agent of a property damaged by fire shall immediately report the particulars of the fire to the *Chief* in a manner and form satisfactory to the *Chief*.
- b. The owner or authorized agent of any property containing a *Dangerous Goods* product or products which sustain accidental or unplanned release shall immediately report such spill or release to the *Chief* in a manner or form satisfactory to the *Chief*.
- c. The holder of a burn *Permit* or designated fire attendant shall immediately report if a permitted fire becomes out of control for any reason.

### 13. INDEMNIFICATION

- a. The *Chief*, *Council* appointed By-Law Officer, or any *Member* of the *Department* charged with enforcement of this By-Law or fulfilling duties herein, acting in good faith and without malice for *Fort Smith* in the discharge of their duties, shall not hereby render themselves liable personally and they are hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act or omission in the discharge of their duties.
- b. Any suit brought against the *Chief* or a *Member* of the *Department*, because of an act or omission performed by them in fulfilling their duties herein or in the enforcement of any provision of this By-Law, shall be defended by *Fort Smith* until final determination of the proceedings.
- c. In order to meet the obligations in Section 13(a) and (b) above, the Municipality shall provide for such liability insurance as shall be deemed appropriate by the *Chief* and the *SAO*, to insure *Members* are adequately protected. In addition, the Municipality shall provide for such life and accident insurance as the *Chief* and *SAO*, in consultation, deem appropriate to ensure *Members* are adequately protected.

### 14. FEES FOR SERVICE

- a. Upon *Council* approval, the *Department* may charge fees for any service provided by the *Department*.
- b. Charge a call out for non-fire *Incidents*
- c. Any service provided by an employee of the Town will be charged to recover costs.
- d. Any service provided by volunteer *Members* will be charged to at a rate determined by the Department Social Association for Membership events, clothing, and other social expenses related to *Department* morale.
- e. *Council* may set fees in excess of cost recovery rates for emergency response services.
- f. In respect of any of the fees or charges described in this By-Law:



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1024

- i. The Municipality may recover any fees or charges as a debt due and owing to the Municipality; or
- ii. In the case of action taken by the *Department* in respect of land and buildings within the Municipality, where the fees or charges are not paid upon demand by the Municipality, and in any case which remain unpaid by the end of the municipal fiscal year, then those fees and charges may be recovered by the Municipality from the person in default by charging it against the real property in respect of which the charges were leveled in the same manner as arrears of property taxes under the Property Assessment and Taxation Act, RSNWT 1988 c P-10.

15. REMUNERATION FOR MEMBERS

- a. All Volunteer *Officers* and *Members* of the *Department* will be paid at a negotiated rate that will be reviewed and revised at least every 5 years.

16. REPEAL

- a. By-Law 841 is hereby repealed and replaced.

17. REVIEW

This bylaw will be reviewed every 5 years.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2021

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

READ A FIRST SECOND TIME this \_\_\_\_ day of \_\_\_\_\_, 2021

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

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2021

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

I hereby certify that this By-Law has been made in accordance with the requirements of the Cities, Towns and Villages Act and the By-Laws of the Municipal Corporation of the Town of Fort Smith.

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

Schedule “A”

VOLUNTARY PAYMENT OF SUMMARY OFFENCE TICKETS



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1024

Where a person receives a Summary Offence Ticket Information pursuant to Section 10 of this By-Law in respect of an offence, that person may, at least 10 days prior to the stated date of a court appearance, pay to *Fort Smith* the amount specified herein,

| BY-LAW SECTION            | TICKET DESCRIPTION                                                                                                           | FINE AMOUNT |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------|
| Section 7 (a)             | Failure to obtain a <i>Burn Permit</i>                                                                                       | \$200.00    |
| Section 7 (f)(g)          | Fail to keep competent person and equipment on site                                                                          | \$75.00     |
| Section 7 (f)             | Fail to completely extinguish a permitted fire                                                                               | \$75.00     |
| Section 7 (e)             | Fail to control a permitted fire                                                                                             | \$250.00    |
| Section 6 (g)(ii)         | Fail to clean up a burn site                                                                                                 | \$250.00    |
| Section 12 (a)(b)         | Fail to report a fire or dangerous spill                                                                                     | \$100.00    |
| Section 8 (a)             | Burning other than <i>Approved Burning Materials</i> or as otherwise specifically allowed on a town approved <i>Permit</i> . | \$200.00    |
| Section 8 (a)(b)(c)(d)    | Creating nuisance <i>Smoke</i>                                                                                               | \$100.00    |
| Section 8 (e)             | Operating an incinerator                                                                                                     | \$100.00    |
| Section 6 (d)(vi)         | Damaging, destroying, or driving over <i>Department</i> equipment or property                                                | \$500.00    |
| Section 6 (d)(viii)       | False representation as a <i>Department Member</i>                                                                           | \$75.00     |
| Section 6 (d)(ii)         | Obstructing a fire lane or water supply                                                                                      | \$100.00    |
| Section 6 (d)(iii)(iv)(v) | Obstruct/hinder/delay a <i>Member/Apparatus/Vehicle</i>                                                                      | \$500.00    |
| Section 6 (d)(vii)        | Being within the boundaries of an emergency scene or training site without authorization                                     | \$200.00    |
| Section 6 (d)(x)          | Make a false call to the <i>Department</i>                                                                                   | \$500.00    |
| Section 14 (b)            | Call out for non-fire <i>Incident</i>                                                                                        | \$500.00    |
| Section 6 (d)(ix)(x)      | Improper storage of flammable liquids                                                                                        | \$200.00    |
| Section 6 (e)             | Use of fireworks without authorization                                                                                       | \$200.00    |
| Section 11 (g)            | Failure to comply with Order to Remedy                                                                                       | \$500.00    |
| Section 7 (h) 8 (f)       | Failure to comply with a publicly posted fire ban                                                                            | \$500.00    |

Schedule “B”  
APPROVED LEVEL OF SERVICE



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1024

The *Fort Smith Fire/EMS Department* is expected to be on call and be able to respond 24 hours a day, 7 days a week.

Base on the GNWT Community Fire Protection Matrix *Fort Smith Fire/EMS Department* will operate under L4 – Professional, NFPA 1001 Level of Firefighting Service and Professional, Red Cross Emergency Medical Responder Level of *EMS* Service, which will include services indicated below:

| Emergency Response Services                                 | Approved to Deliver |    |
|-------------------------------------------------------------|---------------------|----|
|                                                             | YES                 | NO |
| 1. Basic firefighting – no expected rescue component.       | X                   |    |
| 2. Structural firefighting including rescue                 | X                   |    |
| 3. Vehicle firefighting                                     | X                   |    |
| 4. Grass, brush, forestry firefighting                      | X                   |    |
| 5. Marine firefighting                                      |                     | X  |
| 6. Awareness Level hazardous materials                      | X                   |    |
| 7. Operations level hazardous materials                     |                     | X  |
| 8. Vehicle accidents                                        | X                   |    |
| 9. Vehicle extrication                                      | X                   |    |
| 10. Transportation <i>Incidents</i> (vehicles, aircraft)    | X                   |    |
| 11. Water and ice rescue – shore based                      | LIMITED             |    |
| 12. Water and ice – water entry                             |                     | X  |
| 13. Public Hazards – Downed power lines, CO, gas leaks.     | X                   |    |
| 14. Police assistance                                       | X                   |    |
| 15. Public utilities assistance                             | X                   |    |
| 16. Community emergency plan participation.                 | X                   |    |
| 17. Rope Rescue – Low Angle                                 |                     | X  |
| 18. Rope Rescue – High Angle                                |                     | X  |
| 19. Confined Space Rescue                                   | LIMITED             |    |
| 20. Trench Rescue                                           |                     | X  |
| 21. Search and Rescue                                       |                     | X  |
| 22. Basic medical services                                  | X                   |    |
| 23. Level III Advanced Emergency Responder medical services | X                   |    |
| 24. Mutual Aid                                              | X                   |    |

Schedule “C” - BURN *PERMIT*

Fire Permit # YY-###

Date: \_\_\_\_\_



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1024

FIRE DEPARTMENT PHONE # 872-2222

Authority is hereby granted to:

Herein known as the permittee

Permittee Mailing Address:

Permittee Phone: Work: Home:

Civic Address of Burn Site:

Burning shall be in compliance with By-Law #\_\_, being the Fire Prevention By-Law, and any regulations made there under and subject to the following conditions:

The Permittee SHALL:

- 1. Hours of Burning: 9:00 a.m. to 8:00 p.m.
- 2. NOT BURN IF WINDS EXCEED 10 KM/HR;
- 3. Ensure that a person over the age of 19 years is in attendance to supervise such burning;
- 4. Have adequate water protection (such as a garden hose) that will cover the intended burn area;
- 5. Be liable for all damages and costs caused by him/her, or their agents or servants, while acting under this permit;
- 6. The site shall be cleaned up and all hazards removed within seventy-two (72) hours of the burning.
- 7. Verify ENR Fire Danger Forecast is NOT high or extreme the day of burning;
- 8. Only brush (Small trees and branches), leaves, grass, clean unpainted & untreated wood, household cardboard & paper may be burned.

**Note:** This permit is subject to cancellation at any time by a Renewable Resources Officer, Park Warden, By-Law Officer, R.C.M.P., any member of the Fort Smith Fire/EMS Department, or any other duly appointed *Peace Officer*, if they feel the conditions are not safe for burning.

Failure to comply with the restrictions set out in By-Law #\_\_\_\_\_ Section (6) (7) (8) or the conditions of this Permit will result in enforcement actions being taken as per Section (10) of the same By-Law.

By signing this permit, I understand and agree to the conditions and requirements as set forth.

Applicant

Fire Chief or Designate



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1025

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO PROVIDE FOR EMERGENCY MEDICAL SERVICES, PASSED PURSUANT TO SECTION 70 OF THE CITIES, TOWNS AND VILLAGES ACT BEING CHAPTER C-22 OF THE R.S.N.W.T, 2013.

**WHEREAS**, the Council of the Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest to establish the operation of an Emergency Medical Service.

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

- 1. Short Title**  
This by-law may be cited as the “Emergency Medical Services (EMS) By-law”
- 2. Interpretation**  
In this by-law;
  - a. **“Council”** – means the Council of the Town of Fort Smith.
  - b. **“EMS”** – means Emergency Medical Services
- 3. Emergency Medical Service**
  - a. The Fort Smith EMS will be operated as part of the Fort Smith Fire Department, as a municipal service for the Town of Fort Smith.
  - b. The operations of the Fort Smith EMS will be overseen by the Director of Protective Services under the title Fire/EMS Chief and by the EMS Deputy Chief.
- 4. Training**
  - a. The Town will provide for the training of Emergency Medical Service Personnel and may specify minimum training levels for all personnel of the Fort Smith Emergency Medical Service.
- 5. EMS Fees for Service**
  - a. Fees for service provided by the Fort Smith EMS shall be charged and collected in accordance with the current consolidated rates and fees by-law.
- 6. Repeal**
  - a. That upon the third and final reading of this by-law, By-law 782 is hereby repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2021

|       |                               |
|-------|-------------------------------|
| _____ | _____                         |
| Mayor | Senior Administrative Officer |

READ A FIRST SECOND TIME this \_\_\_\_ day of \_\_\_\_\_, 2021

|       |                               |
|-------|-------------------------------|
| _____ | _____                         |
| Mayor | Senior Administrative Officer |

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2021

|       |                               |
|-------|-------------------------------|
| _____ | _____                         |
| Mayor | Senior Administrative Officer |



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1025**

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I hereby certify that this By-Law has been made in accordance with the requirements of the Cities, Towns and Villages Act and the By-Laws of the Municipal Corporation of the Town of Fort Smith.

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Senior Administrative Officer



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1019**

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A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO ESTABLISH THE CONDITIONS OF EMPLOYMENT FOR THE SENIOR ADMINISTRATIVE OFFICER, PASSED PURSUANT TO SECTION 48 OF THE *CITIES, TOWNS AND VILLAGES ACT*, S.N.W.T. 2013, c.C-22

WHEREAS, the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories deems it necessary to establish the terms and conditions of employment for the Senior Administrative Officer;

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

1. SHORT TITLE

That this By-law be cited as the “Senior Administrative Officer Employment By-law”.

2. INTERPRETATION

In this By-law, unless the context otherwise requires:

- (a) “Act” means the *Cities, Towns, and Villages Act*, being Chapter C-22 of the Statutes of the Northwest Territories, 2013, as amended;
- (b) “Council” means the duly elected representatives of the Town of Fort Smith;
- (c) “Day” means the working day between the hours of 08:30 and 17:00;
- (d) “Day of Rest” means a day on which the Employee is not ordinarily required to perform the duties of the position;
- (e) “Dismissal” means termination of employment for cause, without cause, or rejection on probation;
- (f) “Employee” means the person appointed as Senior Administrative Officer pursuant to the S.A.O. Establishment By-law;
- (g) “Employer” means the Town of Fort Smith;
- (h) “Half Day” means the A.M. or P.M. of a normal working day;
- (i) “Holiday” means the twenty-four hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this By-law;
- (j) “Immediate Family” means the spouse, common-law spouse, father, mother, brother, sister, child, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step mother, step father and any relative permanently residing in the Employee’s household or with whom the Employee permanently resides;
- (k) “Mayor” means the Mayor, acting pursuant to Section 38 of the Act;



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1019

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- (l) “Probation” or “Probationary Period” means a period of six (6) months or longer from the day upon which the Senior Administrative Officer is appointed;
- (m) “Senior Administrative Officer” or “S.A.O” means the Senior Administrative Officer as described in the Act and the term “Senior Administrative Officer” or the designation “S.A.O.” may be used interchangeably herein;
- (n) “Senior Administrative Officer Establishment By-law” or “S.A.O. Establishment By-law” means By-law #803 or its successor by-law, which establishes the position of Senior Administrative Officer and authorizes the Senior Administrative Officer to perform certain duties;
- (o) “Town” means the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories.

### 3. DISCRIMINATION

The Town and the Senior Administrative Officer agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised in respect to race, color, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted or for exercising the rights under this By-law.

### 4. CONFLICT OF PROVISIONS

Where there is any conflict between the provisions of this By-law and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, except the S.A.O. Establishment By-law, the provisions of this By-law shall prevail.

### 5. OUTSIDE EMPLOYMENT

The Senior Administrative Officer shall not undertake any business or any other employment outside the employment with the Town.

### 6. GRIEVANCE PROCEDURE

- (a) The Senior Administrative Officer may file a grievance in writing, with respect to an interpretation or application of any term and condition of this By-law or disciplinary action taken, to the Corporate Services Standing Committee within ten (10) calendar days of the interpretation or application or disciplinary action.
- (b) The Corporate Services Standing Committee, upon receipt of the written grievance, shall investigate and conduct a hearing if necessary. A decision shall be rendered within twenty (20) calendar days following the investigation or hearing. The decision of the Corporate Services Standing Committee shall be final.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1019**

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**7. PROBATION**

- (a) The Senior Administrative Officer, on initial appointment, shall be subject to a six (6) month Probationary Period.
- (b) The term of the Probationary Period may be extended for an additional six (6) months on the recommendation of the Mayor or the Corporate Services Standing Committee and approved by Council motion. A Probationary Period may not be extended more than six (6) months and is limited to one extension.
- (c) Should the Senior Administrative Officer be dismissed without cause while on Probation, they shall be entitled to two weeks' salary in lieu of notice. Should the Senior Administrative Officer be dismissed with cause while on Probation, they shall not be entitled to any payment.
- (d) Internal candidates will maintain seniority and years of service must be taken into consideration. Additional terms of employment may be addressed in the letter of offer.

**8. PERFORMANCE REVIEW AND APPROVAL**

- (a) A performance appraisal shall be completed on the Senior Administrative Officer by the Mayor at least one (1) month prior to the completion of the initial Probationary Period.
- (b) The Mayor shall review the performance appraisal with the Corporate Services Standing Committee who shall recommend, for Council approval, the end of the Probationary Period, to extend the Probationary Period for an additional six (6) months or to dismiss the Employee while on Probation.
- (c) In addition, the Mayor shall complete yearly performance appraisals, on or around the anniversary of the Employee's date of hire, for review by the Corporate Services Standing Committee. The Corporate Services Standing Committee shall make the appropriate recommendation for Council approval.

**9. DISCIPLINE**

- (a) Where the Senior Administrative Officer is being suspended or dismissed, the Mayor shall notify the Senior Administrative Officer in writing of the reason for such suspension or dismissal.

**10. TERMINATION**

- (a) The Council may, on the recommendation of the Mayor or the Corporate Services Standing Committee, dismiss the Senior Administrative Officer for unsatisfactory performance during the Probationary Period.
- (b) The Council may, on the recommendation of the Mayor or the Corporate Services Standing Committee, dismiss the Senior Administrative Officer for the failure to exercise the duties and responsibilities assigned through the S.A.O. Establishment By-law or the failure to carry out the responsibilities imposed on the Senior Administrative Officer by the *Cities, Towns and Villages Act*.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1019**

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**11. PAYMENT ON TERMINATION**

- (a) After successful completion of the Probationary Period, the Senior Administrative Officer shall be paid, on resignation, an amount equal to two (2) week's salary for each completed year of employment or portion thereof to a maximum of sixteen (16) weeks' pay and any earned unused leave entitlements.
- (b) After successful completion of the Probationary Period, the Senior Administrative Officer shall be paid on dismissal, other than for cause, an amount equal to 6 months' salary at their rate of pay at the time of termination.
- (c) The Senior Administrative Officer who is dismissed for cause shall not be entitled to any payment other than earned unused leave entitlements.

**12. REMUNERATION**

The Senior Administrative Officer shall be paid:

- (a) At the level indicated in the SAO offer of employment.
- (b) An annual Northern Allowance will be paid equivalent to that negotiated by the collective bargaining unit.
- (c) Upon receipt of a satisfactory yearly performance appraisal, other than those conducted during the Probationary Period, the Corporate Services Standing Committee shall recommend, for Council approval, a salary increment increase as per the pay grid detailed in the SAO offer of employment.

**13. BENEFITS**

(a) Designated Holidays

1. The following days shall be designated paid holidays:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Easter Monday
- (iv) The day fixed by the Governor General for observance of the birthday of the reigning sovereign
- (v) National Aboriginal Day
- (vi) Canada Day
- (vii) The first Monday in August
- (viii) Labour Day
- (ix) Thanksgiving Day
- (x) Remembrance Day
- (xi) Christmas Day
- (xii) Boxing Day and
- (xiii) Any day or half-day declared a Civic Holiday by the Town.

2. Where a day that is a designated paid holiday falls within a period of leave with pay, the designated paid holiday shall not count as a day of leave.

3. When a paid statutory holiday occurs on a Saturday or Sunday, the holiday shall be observed on the first business day following the Saturday or Sunday.

(b) Annual Leave

- 1. The Senior Administrative Officer shall earn two and one-half (2.5) days of annual leave for each calendar month of employment in the first three (3) years of continuous employment.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1019**

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2. The Senior Administrative Officer shall earn three (3) days of annual leave for each calendar month of employment for each year of continuous employment thereafter.
3. A Senior Administrative Officer recruited directly from a position with the federal government, territorial government, provincial government, Indigenous government or municipal government, and who has directly related experience, may be granted credit for those years of service for the purpose of calculating vacation leave.
4. The Senior Administrative Officer may, on the approval of the Mayor, carry over any unused leave not exceeding one (1) year of entitlement. Annual leave carried over which exceeds the one (1) year entitlement shall be liquidated in cash at the end of the vacation year.
5. Prior to taking annual leave, the Senior Administrative Officer must obtain approval from the Mayor. The Mayor may approve annual leave for the Senior Administrative Officer depending on operational requirements.
6. Applications for annual leave shall be approved on the basis of leave credits earned.
7. Two (2) additional days of leave will be granted provided that said leave is taken during the period of October 1 to April 30 and provided a minimum of five (5) days leave is liquidated for each additional day. The leave used in this calculation may consist of annual, lieu or designated holidays.

(c) Sick Leave

1. The Senior Administrative Officer shall earn sick leave credits at the rate of one and one-half (1.5) days per month for each continuous year of employment.
2. Sick leave earned but not used by the Senior Administrative Officer shall accumulate from year to year, to a maximum of one hundred and twenty (120) days.
3. The Mayor may approve sick leave, for the Senior Administrative Officer, of up to three (3) working days without a medical certificate. Sick leave in excess of three (3) working days may be approved upon the submission of a medical certificate.
4. The Mayor may grant up to fifteen (15) days of unearned sick leave to the Senior Administrative Officer which shall be considered a debt owing to the town and shall be recovered, if still outstanding, at the termination of employment.



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1019

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(d) Special and Other Leave

Special and Other Leave may be granted by the Mayor upon consultation with the Corporate Services Standing Committee. Special and Other Leave shall not be carried over.

1. Bereavement Leave

The Senior Administrative Officer may be granted up to five (5) days of paid bereavement leave on the death of an immediate family member.

2. Birth or Adoption of Child

The Senior Administrative Officer may be granted up to three (3) days of paid leave on the birth or adoption of their child.

3. Pregnancy/Parental Leave

The Senior Administrative Officer may be granted pregnancy/parental leave equivalent to the terms negotiated by the collective bargaining unit and in accordance with federal and territorial legislation.

4. Marriage Leave

The Senior Administrative Officer, following completion of one year of continuous employment, may be granted up to five (5) days of paid leave for the purpose of getting married.

5. Court Leave

The Senior Administrative Officer shall be granted leave with pay if serving as a juror or witness in a court action, providing such court action is not occasioned by the Senior Administrative Officer's private affairs.

6. General Leave

The Senior Administrative Officer shall earn an additional fifteen (15) days of paid leave in lieu of overtime.

7. Compassionate Leave

The Senior Administrative Officer may be granted up to eight weeks of unpaid leave, excluding the first five (5) days which will be paid leave, to provide care for a critically ill family member, in accordance with the provisions of the *Employment Standards Act* of the Northwest Territories.

8. Wellness Leave

The Senior Administrative Officer shall be entitled to one (1) day of sick leave or special leave per calendar year, at the employee's request, to promote wellness and maintain a good physical and mental health. Such leave may not be combined with any other type of leave.

9. Medical Travel Leave

A Senior Administrative Officer who is proceeding to a medical centre or accompanying a dependant who is proceeding to a medical centre shall be granted leave with pay for the lesser of three (3) days to the actual time taken to travel from Fort Smith to the medical centre and return. The Senior Administrative Officer shall provide proof of an appointment in the form required by the Employer.

10. Domestic Violence Leave

The Employer shall grant leave with pay, up to a maximum of three (3) days per calendar year, to a Senior Administrative Officer who is experiencing domestic violence. This leave may be taken as consecutive or single days or as



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1019

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a fraction of a day, without prior approval, to attend to necessary activities to support the employee's health, safety and security.

(e) Insurance Plan

The Senior Administrative Officer shall participate in the Group Health Insurance Plan as provided to the staff of the Municipal Corporation.

(f) Pension Plan

The Senior Administrative Officer shall enroll in a Pension Plan provided through the Northern Employee Benefits Services.

### 14. MODIFICATIONS TO TERMS AND CONDITIONS

- (a) The Corporate Services Standing Committee may, on review of the existing terms and conditions or on the request of the Senior Administrative Officer, review the terms and conditions, recommend amendments to this By-law to Council.
- (b) Amendments to the terms and conditions of the employment of the Senior Administrative Officer must be made by amendment to this By-law or by separate by-law.
- (c) This Bylaw must be reviewed regularly and when appointing a new Senior Administrative Officer.

### 15. CIVIL LIABILITY

If an action or proceeding is brought against the Senior Administrative Officer for an alleged wrong doing committed by the Senior Administrative Officer in the performance of their duties:

- (a) the Senior Administrative Officer, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to be commenced against them shall advise the Mayor of any such notification or legal process;
- (b) the Town shall pay any damages or costs awarded against the Senior Administrative Officer in any action or proceedings and all legal fees, provided the conduct of the Senior Administrative Officer, which gave rise to the action, did not constitute gross misconduct or neglect of duty in the performance of their employment;
- (c) the Town shall pay any sum required to be paid by the Senior Administrative Officer in connection with the settlement of any claim made against the Senior Administrative Officer if such settlement is recommended to Council, by the Corporate Services Standing Committee, before the settlement is finalized; provided the conduct of the Senior Administrative Officer, which gave rise to the action, did not constitute gross misconduct or neglect of duty in the performance of their employment.

Upon the Senior Administrative Officer notifying the Mayor in accordance with section 15(a), the Town shall appoint legal counsel. The Town accepts full responsibility for the conduct of the legal action and the Senior Administrative Officer agrees to co-operate fully with the appointed legal counsel.

### 16. PROFESSIONAL DEVELOPMENT



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1019**

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(a) Professional Memberships

The Town will support the involvement or membership of the Senior Administrative Officer in a professional association, where benefit will be derived to both the Town and the Senior Administrative Officer. The Town, subject to the approval of Council, will pay the annual membership directly to the organization.

(b) Education Leave

The Senior Administrative Officer may, on the recommendation of the Corporate Services Standing Committee and approved by Council, be granted paid educational leave to attend a course, seminar, meeting or lecture relevant to the position of Senior Administrative Officer. If the request is approved, tuition will be paid directly to the organization. The Senior Administrative Officer will be required to (i) submit proof of successful completion of the education leave or (ii) repay the full amount of the education leave.

17. **DURATION**

The provisions of this By-law shall remain in force and effect until such time it is amended or repealed.

18. **REPEAL**

Bylaw 947 is hereby repealed.

19. **EFFECT**

This By-law shall come into force and effect upon third reading thereof.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A THIRD TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SENIOR ADMINISTRATIVE OFFICER

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

\_\_\_\_\_  
SENIOR ADMINISTRATIVE OFFICER

THE CORPORATION OF THE TOWN OF FORT SMITH

BYLAW # 1018

A BY-LAW OF THE CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO PROVIDE FOR THE REPAIR AND MAINTENANCE OF THE WATER SUPPLY AND SEWAGE LINES FROM THE TOWN MAINS TO THE CUSTOMERS' BUILDING AND PROVIDE ASSISTANCE TO CUSTOMERS, PASSED PURSUANT TO SECTION 70, OF THE CITIES, TOWNS AND VILLAGES ACT S.N.W.T. 2013, c.22

WHEREAS, the Council of the Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest to provide for the repair and maintenance of water and sewer service pipes from the Town's Mains to customer's building footprint and provide assistance to customers.

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

**SHORT TITLE**

**PART 1:** That this By-law may be cited as the Residential Services Interruption Insurance Bylaw.

**INTENTION**

**PART 2:** That in this By-law unless a contrary intention appears, words importing the masculine gender include females, and words in the singular include the plural and words in the plural include singular.

**DEFINITIONS**

**PART 3:** In this By-law, unless the context otherwise requires:

- (a) "Town" shall mean the Town of Fort Smith;
- (b) "Council" shall mean the council of the Town of Fort Smith;
- (c) "Customer" means any person who has entered into an arrangement with the Town of Fort Smith to receive municipal services to a residential building;
- (d) "Lot Lines" or "Property Lines" means the separating lines or limits identified by the location of the legal survey pins;
- (e) "Mains" means a pipe or pipes interconnected to transport water or collect sewage throughout the Town of Fort Smith or several premises excluding private service pipes forming part of the municipal system;
- (f) "Municipal System" or "Municipal Service" means the pipe and accessories owned by the Town of Fort Smith, either within a municipal road or easement, to provide water or collect sewage from private property or premises and includes the trucked system and piped system unless specifically noting one of either trucked or piped system;

- (g) “Owner” or “ Property Owner” means any person who is the registered owner of a property, or any person who is in lawful possession or occupation of buildings situated thereon;
- (h) “Person” includes a corporation and the heirs, executors, administrators or other legal representative of a person;
- (i) “Property” means real property and includes any buildings thereon;
- (j) “Public Piped Service” means water supply or sewage collection provided through the Town’s mains and service pipes;
- (k) “S.A.O.” shall mean the senior Administrative Officer or his designate; and
- (l) “Service Pipe” means the pipe intended to carry water or collect sewage from or to the main onto or across private property and includes a private service pipe and a municipal service pipe.

## **GENERAL PROVISIONS**

### **PART 4:**

#### **Scope**

- (1) Council shall establish a program which would assist in defraying the cost of repairing service connection failures which occur between the Town’s main lines and the building envelope of the serviced, residential building.
- (2) This bylaw only applies to service pipe repairs and excavation and backfill related to the work.
- (3) Costs associated with the repair of lawns, driveways, foundation walls, buildings, personal property, retaining walls, decks, trees, walkways, fences, plants and other losses, expenses, or damages are outside the program and are to be borne by the customer.
- (4) Customers, who comply with the provisions and requirement of this By-law, shall be entitled to assistance for service failures between the customer’s building envelope and the Town mains.
- (5) All customers are responsible to determine the cause and location of the service interruption. If the failure is inside the building, i.e., with in the foundation walls, the customer must arrange and pay for the repairs. If it is determined that the failure is between the foundation wall and the Town main, the customer must notify Town Hall. The customer will receive a claim registration number. The claim registration number is required for a claim to be considered but it is not a confirmation of eligibility.
- (6) Should the claim be deemed eligible the Town will action repairs forthwith. The Town has absolute discretion on the repairs made, the costs, and the selection of the repair contractor. Once a claim is deemed eligible, a deductible, as specified in this By-law, in the form of cash or a certified cheque is required for the claim to proceed.
- (7) The customer is responsible for repair costs up to the amount actually incurred or the deductible, whichever is less and for all amounts above the Town’s contribution. The deductible must be paid prior to the commencement of work.
- (8) If the cause of the failure is directly attributable to the customer’s negligence

or contravention of any by-law or regulations then the customer is liable to the Town for the full costs of investigation and repair.

- (9) Where it is determined by the Town that the Town is the cause of the failure or interruption in service, then the deductible shall be returned.
- (10) At the discretion of the Senior Administrative Officer or his designate, the Scope may include the installation of freeze protection devices which, in the view of the Town, may prevent an eligible failure from occurring.
- (11) Customers may apply to the S.A.O. to be exempted from the provisions of this By-law. A customer who has been granted such exemption would not be entitled to assistance provided pursuant to this By-law, and would not be subject to the charges levied by the Town for this assistance program.
- (12) If an exemption is granted for a property pursuant to the provisions of paragraph (11), entitlements pursuant to the provisions of this By-law may be reinstated for the exempted property as follows:
  - (a) a request to be reinstated must be made in writing, to the S.A.O.
  - (b) the property be subject to charges levied by the Town for this assistance program.
  - (c) Assistance provided by the Town would be phased in over a five (5) year period from the date of the request to be reinstated. The property would be entitled to the following proportion assistance:

|                      |                          |
|----------------------|--------------------------|
| In the first year    | -20% of full entitlement |
| In the second year   | -40% of full entitlement |
| In the third year    | -60% of full entitlement |
| In the fourth year   | -80% of full entitlement |
| As of the fifth year | -full entitlement        |
- (13) This bylaw does not apply to multiple residential developments in excess of 2 units.
- (14) Subject to the above, any repair work previously paid for by the customer which is directly related to a service failure covered by the program, as determined by the Town, is also recoverable under the program. Receipts are required for previously paid work. The work must have been carried out within one year prior to the date of notifying the Town of the failure.

#### **Tariffs**

- (1) All users of the public piped service system shall be charged for the service interruption insurance as per the Consolidated Rates and Fees Bylaw.
- (2) Part 4 (11) provides for exemption from the provisions of the insurance program.

#### **Financing and Accounting**

- (1) All costs for the provision of assistance shall be financed through service charges and fees; as well as loans; grants, subsidies or other funding provided to the Town by the Government of the Northwest Territories or others.
- (2) All monies collected shall only be used to provide assistance to customers.
- (3) All monies collected for the provision of assistance shall be separately accounted for and disbursed by the creation of a reserve account for this purpose.

### **Notification**

- (1) Notice from the Town to a customer or owner for amount of bill due, contravention of any provision or requirement of this by-law, or for any other reasons, shall be in writing to the last known address of the customer or owner.
- (2) Notice to the Town may be made by telephone or in person.

### **Work Done by The Town**

- (1) The charge for work done by the Town or others will be calculated using Town's current charge rates and shall include the direct and indirect amount expended by the Town for wages and benefits, housing subsidy, support, facilities and equipment, materials, equipment rental, contracts, administration charges, and any other expenditures incurred in doing the work.
- (2) Where the S.A.O. requires a deposit, based on the estimated cost of work, it is to be paid by the applicant prior to the commencement of work done "at cost" by the Town, any additional cost shall be paid to the Town and any surplus shall be refunded to the applicant.

### **Customer's Portion**

- (1) Customer's are required to pay to the Town all costs up to and including the first one thousand (\$1000.00) dollars, and any and all costs over fifteen thousand (\$15,000) dollars.

### **Payments**

- (1) Bills for service charges, fees and all other penalties and charges levied pursuant to this by-law are due and payable no later than twenty-one (21) days after the date of mailing.
- (2) Bills are considered to be paid when the payment is received at Town Hall, or at such other place as may be determined by the S.A.O. and specified on the bill.
- (3) Overdue bills shall be subject to the Late Payment Charge equal to one and eight tenths percent (1.8%) of the unpaid balance on the first day of default and one and eight tenths percent (1.8%) of the unpaid balance of the account on the first day of each calendar month thereafter until sums due under this by-law in respect of the interest and charges shall have been paid. Payments are considered received when they are physically received at Town Hall.
- (4) Liability to pay bills shall not be affected by any defect in the form of bill or non-receipt of a bill.

### **Owner Liability**

Where payment is in default over sixty (60) days, the owner shall be liable for all service charges and other charges specified in the Schedules for water supply or the use of the sewage system levied pursuant to this by-law with respect to the property,

and the Town may make the balance of any account, in respect of which payment is in default over sixty (60) days, a charge against the owner of the property.

**Adjustment for Charges for Partial Period**

Where any service charges or fees are prescribed by the month or for any other period, the amount payable for a partial period shall be calculated by the S.A.O. on a proportional basis, unless otherwise provided in this by-law.

**Enforcement of Payments**

- (1) Enforcement of payment of service charges, fees and all other penalties and charges levied pursuant to this by-law may be by:
  - (a) discontinuance of municipal services after sixty (60) days from the date of mailing of the bill, in respect of which payment is in default, plus the imposition of fees to recover the Town’s costs;
  - (b) action in any Court of competent jurisdiction; or
  - (c) distress or sale of goods and chattels of the customer in arrears.
- (2) Service charges, fees and other charges levied pursuant to this by-law that have not been paid by the end of the fiscal year in which they have been levied shall be charges against the lands or premises in respect of which the charges are levied, subject to the same penalties and collectable in the same manner as arrears of property taxes.

**Public Health**

- (1) If any condition exists which in the opinion of the S.A.O. or contractor requires the Department of Health to be notified, such notification shall be done immediately.
- (2) Any condition noted under subsection (1) may require the S.A.O. or contractor to discontinue work and shall be considered an offence under this by-law.

**ADMINISTRATION**

**PART 5: Separability**

The provisions of this by-law are separable and invalidity of any part of this by-law shall not affect the rest of the by-law.

**Effect**

This by-law shall come into force and effect on receiving third and final reading and otherwise meets the requirements of sections 57 and 58 of the *Cities, Towns and Villages Act, R.S.N.W.T. 2013 c. C-22*.

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READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A THIRD TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SENIOR ADMINISTRATIVE OFFICER

**SCHEDULE A TO BY-LAW NO. 1018**

**TARIFFS**

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All users of the public piped service system shall be charged for the service interruption insurance except as provided for in the bylaw.

1. Charges for service interruption insurance shall be determined on the basis of the number of "EQUIVALENT RESIDENTIAL UNITS" (ERU). One ERU is determined as follows:

Residential:

Single family home/apartment unit (per two bathrooms or portion thereof)

Group Homes (per 5 residents)

2. The charge for coverage provided by the Service Interruption program will be set in the Consolidated Rates and Fees Bylaw, and will apply to service connection repairs undertaken on behalf of subscribing customers.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1020**

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A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO ESTABLISH THE CONDITIONS OF EMPLOYMENT FOR EXCLUDED EMPLOYEES, PASSED PURSUANT TO SECTION 48 OF THE *CITIES, TOWNS AND VILLAGES ACT*, S.N.W.T. 2013, c.C-22

WHEREAS, the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories deems it necessary to establish the terms and conditions of employment for the employees not covered under the collective agreement between Town and Public Service Alliance of Canada;

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

1.     **SHORT TITLE**

That this By-law be cited as the “Excluded Employment By-law”.

2.     **INTERPRETATION**

In this By-law, unless the context otherwise requires:

- (a)     “Act” means the *Cities, Towns, and Villages Act*, being Chapter C-22 of the Statutes of the Northwest Territories, 2013, as amended;
- (b)     “Council” means the duly elected representative of the Town of Fort Smith;
- (c)     “Day” means the working day between the hours of 08:30 and 17:00;
- (d)     “Day of Rest” means a day on which the Employee is not ordinarily required to perform the duties of the position;
- (e)     “Dismissal” means termination of employment for cause, without cause, or rejection on probation;
- (f)     “Employee” means the person appointed to a position which is not included in the collective agreement between the Town of Fort Smith and the Public Service Alliance of Canada and which is not the Senior Administrative Officer;
- (g)     “Employer” means the Town of Fort Smith;
- (h)     “Half Day” means the A.M. or P.M. of a normal working day;
- (i)     “Holiday” means the twenty-four hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this By-law;
- (j)     “Immediate Family” means the spouse, common-law spouse, father, mother, brother, sister, child, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step mother, step father and any relative permanently residing in the Employee’s household or with whom the Employee permanently resides;
- (k)     “Mayor” means the Mayor, acting pursuant to Section 38 of the Act;



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1020

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- (l) “Probation” or “Probationary Period” means a period of six (6) months or longer from the day upon which the excluded employee is hired. The excluded employee’s probationary period will be set out in the Town’s letter of offer to the excluded employee;
- (m) “Senior Administrative Officer” or “S.A.O” means the Senior Administrative Officer as described in the Act and the term “Senior Administrative Officer” or the designation “S.A.O.” may be used interchangeably herein;
- (n) “Town” means the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories.

### 3. DISCRIMINATION

The Town agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised against the excluded employees in respect to race, color, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted or for the excluded employee exercising their rights under this By-law.

### 4. CONFLICT OF PROVISIONS

Where there is any conflict between the provisions of this By-law and any other By-law, regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this By-law shall prevail.

### 5. OUTSIDE EMPLOYMENT

- (a) The excluded employee shall notify the Senior Administrative Officer prior to taking on any:
  - 1. business or other employment; or
  - 2. any volunteer, community service, society, board or Band Council involvement.
- (b) An excluded employee shall not engage in any of the activities identified in article 5(a) if such activities interfere with the excluded employee’s duties with the Employer or a conflict of interest exists with the excluded employee’s duties with the Employer.

### 6. GRIEVANCE PROCEDURE

- (a) Excluded employees may file a grievance in writing, with respect to an interpretation or application of any term and condition of this By-law or disciplinary action taken, to the Senior Administrative Officer within ten (10) calendar days of the event giving rise to the grievance or disciplinary action.
- (b) The Senior Administrative Officer, upon receipt of the written grievance, shall investigate and conduct a hearing if necessary. A decision shall be rendered within twenty (20) calendar days following the investigation or hearing.
- (c) If the excluded employee does not agree with the decision of the Senior Administrative Officer, the excluded employee may appeal the decision in writing to the Corporate Services Standing Committee.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH**  
**BY-LAW 1020**

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- (d) The Corporate Services Standing Committee, upon receipt of the written appeal, shall investigate and conduct a hearing if necessary. A decision shall be rendered within twenty (20) calendar days following the investigation or hearing. The decision of the Corporate Services Standing Committee shall be final.

**7. PROBATION**

- (a) All excluded employees, on initial appointment, shall be subject to a six (6) month Probationary Period, or such longer period as may be specified in the excluded employee's letter of offer.
- (b) The term of the Probationary Period may be extended before its expiry for an additional six (6) months by the Senior Administrative Officer. A Probationary Period may not be extended by more than six (6) months and is limited to one extension.
- (c) Should an excluded employee be dismissed without cause while on Probation, they shall be entitled to two weeks' salary in lieu of notice. Should an excluded employee be dismissed with cause while on Probation, they shall not be entitled to any notice or payment in lieu of notice.

**8. PERFORMANCE REVIEW AND APPROVAL**

- (a) A performance appraisal shall be completed on each excluded employee by the Senior Administrative Officer at least one (1) month prior to the completion of the initial Probationary Period.
- (b) The Senior Administrative Officer shall, following the successful completion of the Probationary Period by the excluded employee, complete yearly performance appraisals, on or around the anniversary of the excluded employee's date of hire.

**9. DISCIPLINE**

- (a) The excluded employee may be given written warnings, and/or suspended without pay, by the Senior Administrative Officer. A meeting with the excluded employee is not required before discipline, including termination of employment, may be imposed.
- (b) Where the excluded employee is required to attend a meeting where a disciplinary decision concerning them, including termination of employment, is to be taken, the employee shall be given twenty-four (24) hours notice of the disciplinary meeting.
- (c) Where the excluded employee is being suspended or terminated, the excluded employee shall be notified in writing of the reason for such suspension or termination.
- (d) The excluded employee shall not be terminated except by notice in writing together with the reasons therefore, in sufficient detail that the employee may defend themselves.

**10. TERMINATION**

- (a) An excluded employee resigning shall give a minimum of two (2) weeks' notice in writing to the Senior Administrative Officer.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1020**

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- (b) Other than for cause, under no circumstance will an excluded employee be terminated after successful completion of the Probationary Period, without one (1) month notice or salary in lieu of notice.

**11. PAYMENT ON TERMINATION**

- (a) After successful completion of the Probationary Period, the excluded employee shall be paid, on resignation, an amount equal to two (2) weeks' salary for each completed year of employment or portion thereof to a maximum of sixteen (16) weeks' pay and any earned unused leave entitlements.
- (b) After successful completion of the Probationary Period, an excluded employee who is dismissed without cause shall be paid, in addition to the notice or salary in lieu of notice set out in article 10(b), an additional amount equal to two (2) weeks' salary for each completed year of employment or portion thereof to a maximum of twenty six (26) weeks' pay. In addition the employee shall be paid any earned but unused leave entitlements.
- (c) An excluded employee who is dismissed for cause shall not be entitled to any payment other than any earned but unused leave entitlements.

**12. REMUNERATION**

The excluded employees shall be paid:

- (a) At the level indicated in their offer of employment;
- (b) An annual Northern Allowance will be paid equivalent to that negotiated by collective bargaining unit.
- (c) Upon receipt of a satisfactory performance appraisal, the employee will receive a salary increment increase as per the pay grid detailed in their letter of offer.

**13. BENEFITS**

- (a) Designated Paid Holidays

1. The following days shall be designated paid holidays:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Easter Monday
- (iv) Victoria Day
- (v) National Aboriginal Day
- (vi) Canada Day
- (vii) The first Monday in August
- (viii) Labour Day
- (ix) Thanksgiving Day
- (x) Remembrance Day
- (xi) Christmas Day
- (xii) Boxing Day and
- (xiii) Any day or half-day declared a Civic Holiday by the Town.

2. Where a day that is a designated paid holiday falls within a period of leave with pay, the designated paid holiday shall not count as a day of leave.

3. When a designated paid holiday occurs on a Saturday or Sunday, the holiday shall be observed on the first working day following the Saturday or Sunday.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH**  
**BY-LAW 1020**

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(b) Annual Leave

1. An excluded employee who has earned at least ten (10) days' pay for each calendar month of a fiscal year shall earn annual leave at the following rates:
  - (i) one point five (1.5) days each month until the month in which the anniversary of the third (3<sup>rd</sup>) year of continuous service is completed (18 days);
  - (ii) one point nine two (1.92) days each month commencing in the month after completion of three (3) years of continuous service and ending in the month that eight (8) years of continuous employment is completed (23 days);
  - (iii) two point two five (2.25) days each month commencing in the month after completion of eight (8) years of continuous service and ending in the month that fifteen (15) years of continuous employment is completed (27 days);
  - (iv) two point five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service is completed (30 days);
  - (v) two point nine two (2.92) days each month commencing in the month after completion of twenty (20) years of continuous service (35 days).
2. Any excluded employee recruited directly from a position with the federal government, territorial government, provincial government, Indigenous government or municipal government, and who the Senior Administrative Officer determines has directly-related experience, may be granted credit for those years of service for the purpose of calculating annual leave.
3. Excluded employees may, on the approval of the Senior Administrative Officer, carry over from one year to the next any unused annual leave not exceeding one (1) year of entitlement. Annual leave carried over which exceeds the one (1) year entitlement shall be paid out at the end of the year.
4. Prior to taking annual leave, the excluded employee must obtain approval from the Senior Administrative Officer. The Senior Administrative Officer may approve annual leave for the excluded employee depending on operational requirements.
5. Applications for annual leave shall be approved, subject to operational requirements, on the basis of leave credits earned.
6. Two (2) additional days of winter leave will be granted to excluded employees, provided that said leave is taken during the period of October 1 to April 30 and provided a minimum of five (5) days leave is liquidated for each winter leave day. The leave used in this calculation may consist of annual, lieu or designated holidays.

(c) Sick Leave

1. Excluded employees shall earn sick leave credits at the rate of one and one-quarter (1.25) days for each calendar month for which the employee received pay for at least ten (10) days.
2. Sick leave earned but not used by the excluded employee shall accumulate from year to year, to a maximum of one hundred and twenty (120) days.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1020**

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3. The Senior Administrative Officer may approve sick leave for the excluded employee, of up to three (3) working days without a medical certificate. Sick leave in excess of three (3) working days may be approved only upon the submission of a medical certificate.

(d) Special Leave

Excluded employees shall accumulate five (5) special leave days per year. Special leave shall not be carried over. Special leave may be used for the following:

1. Bereavement Leave

The excluded employee may be granted up to five (5) days of special leave on the death of an immediate family member.

2. Wellness Leave

Employees shall be entitled to one (1) day of sick leave or special leave per calendar year, at the employee's request, to promote wellness and maintain a good physical and mental health. Such leave may not be combined with any other type of leave.

3. Medical Travel Leave

An Employee who is proceeding to a medical centre or accompanying a dependant who is proceeding to a medical centre shall be granted leave with pay for the lesser of three (3) days to the actual time taken to travel from Fort Smith to the medical centre and return. The employee shall provide proof of an appointment in the form required by the Employer.

4. Birth or Adoption of Child

The excluded employee may be granted up to three (3) days of special leave on the birth or adoption of their child.

5. Pregnancy Leave/ Parental Leave

Employees may be granted pregnancy/parental leave equivalent to the terms negotiated by the collective bargaining unit and in accordance with federal and territorial legislation.

6. Court Leave

The excluded employee shall be granted special leave if serving as a juror or witness in a court action, provided such court action is not occasioned by the excluded employees' private affairs.

7. Compassionate Leave

The excluded employee may be granted up to eight (8) weeks' of unpaid compassionate care leave, five (5) days of which shall be paid special leave to provide care for a critically ill family member, in accordance with the provisions of the *Employment Standards Act* of the Northwest Territories.

8. Immediate Family Leave

The excluded employee may be granted up to five (5) days special leave when a member of the immediate family becomes ill and the excluded employee is required to care for the sick person.

9. Other Leave

The excluded employee may be granted up to five (5) days special leave where special circumstances not directly attributable to the excluded employee prevent their reporting to duty, including serious household or domestic emergencies.



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1020**

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**10. Domestic Violence Leave**

The Employer shall grant leave with pay, up to maximum of three (3) days per calendar year, to an employee who is experiencing domestic violence. This leave may be taken as consecutive or single days or as a fraction of a day, without prior approval, to attend to necessary activities to support the employee's health, safety, and security.

**11. Casual Leave**

The excluded employee may be granted special leave up to a maximum of one (1) day per occurrence for an appointment with (or to accompany an immediate family member to) a doctor, dentist, lawyer, school authorities or adoption agencies.

**(e) Insurance Plan**

The excluded employee shall participate in the Group Health Insurance Plan as provided to the staff of the Municipal Corporation.

**(f) Pension Plan**

The excluded employee shall enroll in a Pension Plan provided through the Northern Employee Benefits Services.

**14. OVERTIME**

- (a) Excluded employees may be required to work overtime as required in order to ensure public safety, the protection of assets, and continuity of operations.
- (b) An excluded employee shall be granted ten (10) days of paid leave in lieu of overtime.
- (c) When an excluded employee is required to work on a designated paid holiday, the excluded employee shall be granted an additional one (1) day of paid leave in lieu of overtime.
- (d) All overtime worked will be compensated in accordance with articles 14(b) and (c).
- (e) The Senior Administrative Officer reserves the right to allocate additional paid leave in lieu of overtime in extraordinary circumstances.

**15. MODIFICATIONS TO TERMS AND CONDITIONS**

- (a) The Senior Administrative Officer may, on review of the existing terms and conditions in this By-law, or on the request of the excluded employee, review the terms and conditions in this By-law and recommend amendments to this By-law to Council.
- (b) Amendments to the terms and conditions of the employment of excluded employees must be made by amendment to this By-law or by separate by-law.

**16. CIVIL LIABILITY**

If an action or proceeding is brought against the excluded employee for an alleged wrong doing committed by the employee in the performance of their duties:



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1020**

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- (a) the excluded employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to be commenced against them shall advise the Senior Administrative Officer of any such notification or legal process;
- (b) the Town shall pay any damages or costs awarded against the excluded employee in any action or proceedings and all legal fees, provided the conduct of the excluded employee, which gave rise to the action, did not constitute gross misconduct or neglect of duty in the performance of their employment;
- (c) the Town shall pay any sum required to be paid by the excluded employee in connection with the settlement of any claim made against the excluded employee if such settlement is recommended to Council, by the Senior Administrative Officer, before the settlement is finalized; provided the conduct of the excluded employee, which gave rise to the action, did not constitute gross misconduct or neglect of duty in the performance of their employment.

Upon the excluded employee notifying the Senior Administrative Officer in accordance with article 16(a), the Town shall appoint legal counsel. The Town accepts full responsibility for the conduct of the legal action and the excluded employee agrees to co-operate fully with the appointed legal counsel.

**17. PROFESSIONAL DEVELOPMENT**

- (a) Professional Memberships  
The Town will support the involvement or membership in a professional association, where benefit will be derived to both the Town and the excluded employee. The Town, subject to the approval of the Senior Administrative Officer, will pay the annual membership directly to the organization.
- (b) Education Leave  
An excluded employee may, on the recommendation of the Senior Administrative Officer and approved by Council, be granted paid educational leave to attend a course, seminar, meeting or lecture relevant to the excluded position. If the request is approved, tuition will be paid directly to the organization. The excluded employee will be required to (i) submit proof of successful completion of the education leave or (ii) repay the full amount of the education leave.

**18. DURATION**

The provisions of this By-law shall remain in force and effect until such time it is amended or repealed.

**19. REPEAL**

Bylaw 963 is hereby repealed.

**20. EFFECT**

This By-law shall come into force and effect upon third reading thereof.



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1020

READ A FIRST TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021 A.D.

READ A THIRD TIME THIS \_\_\_\_ DAY OF \_\_\_, 2021 A.D.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SENIOR ADMINISTRATIVE OFFICER

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

\_\_\_\_\_  
SENIOR ADMINISTRATIVE OFFICER



## THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH BY-LAW 1022

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A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH, IN THE NORTHWEST TERRITORIES, TO PROVIDE FOR REMUNERATION TO THE MEMBERS OF COUNCIL, PASSED PURSUANT TO SECTION 34 OF THE CITIES, TOWNS AND VILLAGES ACT BEING CHAPTER C-22 OF THE R.S.N.W.T, 2013.

WHEREAS the Council of the Municipal Corporation of the Town of Fort Smith, in the Northwest Territories, deems it to be in the public interest to establish rates of remuneration for the Mayor, Deputy Mayor and Councillors;

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

### Short Title

That this by-law shall be cited as the “Council Honourarium Bylaw”.

1. The Mayor of the Town of Fort Smith shall receive:
  - a) An honourarium in the amount of \$65,000 annually plus adjustments in accordance with the attached schedule “A”. The position shall be considered a full time commitment.
  - b) Benefits as outlined in Schedule “B” attached to and forming part of this by-law.
2. The Deputy Mayor or duly appointed Acting Deputy Mayor shall receive an annual base honourarium of nine thousand dollars (\$9,000) if in compliance with the parameters outlined in Schedule “C”.
3. Each Councillor shall receive an annual base honourarium in the amount of six thousand dollars (\$6,000.00) if in compliance with the parameters outlined in Schedule “C”.
4. Each Councillor and the Deputy Mayor shall receive a daily meeting per diem of \$100.00 for attendance at official meetings as defined in this by-law.
5. The definitions detailed below will form part of this by-law to ensure the appropriate application of the clauses:
  - a. Attendance: Participating in a meeting in person or via conference call on occasion with prior approval, when attendance is prohibited.
  - b. Councillors: Elected officials that serve as members of Council.
  - c. Deputy Mayor: Elected official duly appointed as Deputy Mayor or Acting Deputy Mayor.
  - d. Mayor: Official elected as Mayor.
  - e. Member of Council: Deputy Mayor and Councillors.
  - f. Official Meeting: Regular or Special Meetings of Council, Committee of the Whole, Standing Committees or Special Meetings.
  - g. Special Meeting: A meeting that a member of Council has been appointed by resolution to attend and is not being compensated by a third party.
6. The Mayor and each Member of Council be entitled to reasonable childcare expenses, to a maximum of \$2,000 per annum per Member, for childcare expenses incurred while in attendance at meetings or conferences that are duly authorized by a resolution of Council.



THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1022

7. All payments under this By-Law will be made in accordance with the parameters outlined in Schedule “C”.
8. By-Law #1003 is hereby repealed.

Read a First Time this \_\_\_\_ day of \_\_\_\_\_, 2021 A.D.

Read a Second time this \_\_\_\_ day of \_\_\_\_\_, 2021 A.D.

Read a Third Time this \_\_\_\_ day of \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
Mayor

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

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

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

Schedule A  
Honourarium Payment Summary



**THE MUNICIPAL CORPORATION OF THE TOWN OF FORT SMITH  
BY-LAW 1022**

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|                                    |                                                                            |
|------------------------------------|----------------------------------------------------------------------------|
| Mayor Annual Honourarium           | \$65,000.00 annually (based on average Fort Smith Salary [StatsCan, 2017]) |
| Deputy Mayor (Acting Deputy Mayor) | \$9,000.00 annually or \$750.00 monthly                                    |
| Councillor                         | \$ 6,000.00 annually or \$500.00 monthly                                   |

The By-Law detailing Council Honourarium should be reviewed during the last year of each term, with approved changes taking effect the following term. **If this review does not occur, then there shall be a 2% increase to Mayor and Council Honourarium which will take effect the following term.**

**Schedule B**

Benefit Schedule for Mayor

Benefits paid for the Mayor of Fort Smith will include participation in the Group Life Accidental Death and Dismemberment, Long Term Disability Insurance Plan, Dental Plan and Medical Plan.

**Schedule C**

Parameters for Honourarium Payments

1. A member of Council will be compensated for a maximum of one meeting on a single day.
2. A member of Council will only be paid for official meetings or special meetings of Council as defined in the by-law.
3. A Council member who is absent from a regular or special Council meeting and/or committee of Council, on which he or she is an appointed member, without prior notice and an accepted excuse, shall have deducted from their Council honorarium \$100.00/day of missed meetings. A Council member who is absent without excuse from three days of meetings in one month shall not receive their monthly honorarium of \$500.00 (or \$750.00 in the case of the Deputy Mayor).

# *DRAFT #7 – SEPTEMBER 15, 2021*

## FORT SMITH SENIOR CITIZENS' SOCIETY PRIORITY USER GROUP INDETERMINATE AGREEMENT

BETWEEN

**The Town of Fort Smith**  
(further referred to as "the Town")

AND

**The Fort Smith Senior Citizens' Society**  
(further referred to as the "Seniors' Society")

The Town recognizes the long-term contributions of the Seniors' Society to the Community and Recreation Centre (the "Community Centre"), 108 King Street, owned by the Town; and

The Town acknowledges the financial contribution the Seniors' Society made to the original construction of the Community Centre; and

The Town recognizes the Seniors' Society is an integral part of the Community Centre and the space in the Community Centre occupied by the Seniors' Society was built for seniors in the community; and

The parties are entering into an agreement for the area known as the Seniors' Room (which includes a meeting room, kitchen, and office) within the Community Centre;

And so the parties agree as follows:

### PREMISES

1. The Town designates the use of the Seniors' Room for priority use by the Seniors' Society at no charge. For the purposes of this agreement, "building" shall refer to the entire structure known as the Community Centre.

### TERM

2. This agreement takes effect immediately upon the completion of construction in the Seniors' Room for the midlife retrofit of the Community Centre, and the Seniors' Society re-occupies the room. The Seniors' Society Priority User Interim Agreement (dated ???) is terminated when this Indeterminate Agreement takes effect.
3. This agreement is indeterminate.
4. This agreement will be reviewed at least every four (4) years. If changes to the agreement are not agreed upon by both parties, the existing agreement will prevail.

# *DRAFT #7 – SEPTEMBER 15, 2021*

## COMMON AREAS

5. The Town reserves entire control of all parts of the lands and building used for the common benefit of the Seniors' Society and other users ("the common areas"), including sidewalks, entrances, parking areas, corridors, and passages not within the Seniors' Room, stairways, washrooms, lavatories, air conditioning closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts, and has the right to place such signs and appliances therein as it chooses, provided that access to and from the Seniors' Room is not impaired.

## USE OF PREMISES

6. Both parties shall have use of the Seniors' Room. The Seniors' Society may use the Seniors' Room for the purpose of operations of the Fort Smith Senior Citizens' Society and as a meeting and/or gathering place for those authorized by the Seniors' Society. When the Seniors' Room is not in use by the Seniors' Society, the Town may use the Seniors' Room to conduct Town programming.
7. Both parties shall meet monthly or as required to establish a schedule for the use of the Seniors' Room and coordinate use of the space. The Seniors' Society shall have first priority when scheduling the use of the Seniors' Room; the Town shall have second priority.
8. In situations when the Seniors' Society would like to use the Seniors' Room but the room is previously booked by another party, the Town will provide an alternate space within Town facilities at no cost for use by the Seniors' Society.
9. The Seniors' Society and its members are the priority users of the Seniors' Room. The Seniors' Society may collect donations or fees for use of the Seniors' Room from reputable groups and organizations for non-profit functions or for fundraising activities by not-for-profit organizations, subject to prior notification to the Town. The Seniors' Society acknowledges it is solely responsible for any and all damage incurred to the Seniors' Room by such groups and organizations.
10. The Seniors' Society acknowledges that, if use of the room by a third party scheduled through the Seniors' Society involves operations outside of the regular hours of operation of the Community Centre, the Seniors' Society is responsible for the reimbursement of additional costs incurred by the Town.
11. The Town may rent out the Seniors' Room to reputable groups and organizations for non-profit functions or for fundraising activities by non-for-profit organizations, subject to prior notification to the Seniors' Society. The Town acknowledges it is solely responsible for any and all damage incurred to the Seniors' Room by such groups and organizations.

## *DRAFT #7 – SEPTEMBER 15, 2021*

12. For booking requests for use of the Seniors' Room that occur between the monthly meetings, each party is responsible for informing the other of such booking requests.
  - a. The Seniors' Society shall supply the Town with contact information for two representatives of the Seniors' Society. Both contacts shall be authorized to make immediate binding decisions about booking requests from the Town, which shall be confirmed via email.
  - b. To contact the Town to share booking request information, the Seniors' Society shall phone the main desk at the Community Centre during regular operating hours.
13. The kitchen in the Seniors' Room shall not be used as a for-profit commercial kitchen or canteen or concession on a full-time and/or permanent basis. The kitchen may be used occasionally for non-profit functions or for fundraising activities by not-for-profit organizations.
14. The Town reserves the right to change locks on the building to ensure against any unauthorized use of the facilities in the building. The Town will inform the Seniors' Society if and when the locks to the building and/or the Seniors' Room are changed.
  - a. If the lock on the door to the Seniors' Room is changed, the Town shall immediately provide the new key to Seniors' Society.
  - b. If the lock on the door to the office in the Seniors' Room is changed, the Town shall immediately provide the new key to the Seniors' Society.

### MAINTENANCE BY THE TOWN

15. The Town is responsible at all times for the maintenance and repair of the Community Centre, including the Seniors' Room, and the Town shall not be liable for any direct or inconsequential damage to any person, entity, or property for any failure to do so, unless such loss or damage is caused by the willful act and neglect of the Town.

### JANITORIAL SERVICE

16. It is important to both parties that the Seniors' Room, including the kitchen, be kept in a clean and sanitary condition. The kitchen shall be cleaned as required by the NWT Health Act (GNWT Food Safety protocols), and a checklist shall be used to document the cleaning of the kitchen.
17. When the Seniors' Room, including the kitchen, is used by the Seniors' Society or third parties who have scheduled the use of the room through the Seniors' Society, the Seniors' Society shall provide all janitorial service necessary to keep the Seniors' Room in a clean and sanitary condition, including cleaning the kitchen. Janitorial services shall mean the general cleaning of the Seniors' Room, including, without limitation, waste removal, vacuuming and washing floors, and dusting as required.

## *DRAFT #7 – SEPTEMBER 15, 2021*

18. When the Seniors' Room, including the kitchen, is used by the Town or third parties who have scheduled the use of the room through the Town, the Town shall provide all janitorial service necessary to keep the Seniors' Room in a clean and sanitary condition, including cleaning the kitchen. Janitorial services shall mean the general cleaning of the Seniors' Room, including, without limitation, waste paper removal, vacuuming and washing floors, and dusting as required.
19. All trash and refuse shall be collected and placed in the outdoor disposal bin supplied by the Town.

### INSPECTION BY THE TOWN

20. The Town may at any reasonable time enter the Seniors' Room to conduct safety and security inspections.

### UTILITIES

21. The Town agrees to provide at no cost power, water, heating, air conditioning, and WiFi to the Seniors' Room. A reasonable temperature will be maintained therein at all times during normal business hours, except during the making of repairs, but should the Town not do so, it shall not be liable for indirect or inconsequential damages or damages for personal discomfort or illness.
22. The Town shall retain the existing cable feed. The Seniors' Society shall pay the cable fees.

### FIXTURES AND FURNISHINGS

23. After collaboration and in agreement with the Seniors' Society, the Town shall provide all fixtures and furnishings in the Seniors' Room (not including the office in the Seniors' Room), including kitchen appliances (stove, fridge, microwave, dishwasher, coffee machine), cookware, tableware, utensils, and cutlery. Fixtures and furniture will be selected that meet the needs of both parties. Replacements shall be provided by the Town.

### DAMAGES

24. The Town assumes full responsibility for all damages to the Seniors' Room including the fixtures and furnishings therein, notwithstanding normal wear and tear, during use by the Town, either for Town programming or for non-profit functions or for fundraising activities by non-for-profit organizations scheduled by the Town.
25. The Seniors' Society assumes full responsibility for all damages to the Seniors' Room including the fixtures and furnishings therein, notwithstanding normal wear and tear, during use by the Seniors' Society, either for its use or for non-profit functions or for fundraising activities by non-for-profit organizations scheduled by the Seniors' Society.

# *DRAFT #7 – SEPTEMBER 15, 2021*

## CONFORM TO LAWS

26. The Seniors' Society will at all times and in all respects in regard to the Seniors' Room strictly conform to all bylaws of the Town of Fort Smith in the Northwest Territories, and all legal requirements, rules, and regulations whatsoever whether imposed by municipal, territorial, or federal authority or otherwise, including all applicable liquor and cannabis laws and regulations.

## INDEMNIFICATION OF TOWN

27. The Seniors' Society shall indemnify the Town and save it harmless from and against any and all losses, claims, actions, damages, liability, and expense in connection with loss of life, personal injury, or damage to property arising from an occurrence in, upon, or at the Seniors' Room or outside the area, or the occupancy or use by the Seniors' Society of the Seniors' Room or outside the area or any parts thereof, or occasioned wholly or in part by an act or omission of the Seniors' Society or anyone permitted to be in the Seniors' Room or the outside area by the Seniors' Society. In case the Town should be made party to any litigation commenced by or against the Seniors' Society, then the Seniors' Society shall protect and hold the Town harmless and shall pay all costs, expenses, and reasonable legal fees incurred or paid by the Town in connection with such litigation.

## QUIET ENJOYMENT

28. The Town covenants with the Seniors' Society that upon the Seniors' Society performing and observing the terms and conditions in this document, the Seniors' Society may peaceably and quietly enjoy the Seniors' Room without any interruption or hindrance.

## *DRAFT #7 – SEPTEMBER 15, 2021*

### CONFLICT

29. Should either party experience conflict with the other, the following shall occur:
  - i. In the event of conflict with the Town, a representative of the Seniors' Society shall inform the appropriate Town supervisor, in ascending order of authority. If a resolution is not reached, the matter will be referred to Town Council.
  - ii. In the event of conflict with the Seniors' Society, the Town shall inform the Seniors' Society President or designate.

### ANNUAL DONATION

30. On or before December 1 each year, the Town shall provide to the Seniors' Society 50 per cent of the funds collected by the Town for third-party use of the Seniors' Room during the first three quarters (January 1 through September 30) of that year, as well as the fourth quarter of the preceding year (October 1 through December 31).
31. These funds are independent and separate from any other budgeted municipal donation for which the Seniors' Society may be eligible.

# *DRAFT #7 – SEPTEMBER 15, 2021*

## NOTICE

32. Any notice, request, statement, or other writing related to this agreement may be delivered personally or shall be deemed to have been given if sent by registered prepaid post as follows:

TO THE TOWN: Mayor and SAO  
Town of Fort Smith  
172 McDougal Road  
PO Box 147  
Fort Smith, NT X0E 0P0

or other address as the Town shall notify the Seniors' Society in writing at any time or from time to time;

TO THE SENIORS' SOCIETY: President and Vice President  
Fort Smith Senior Citizens' Society  
108 King Street  
PO Box 1410  
Fort Smith, NT X0E 0P0

or other address as the Seniors' shall notify the Town in writing at any time or from time to time;

and such notice shall be deemed to have been received by the Town or the Seniors' Society on the fifth business day after the date on which it shall have been mailed.

Electronic copies of all written correspondence shall be sent via electronic means (eg. email) to the Mayor and/or SAO for the Town, and to the President and/or Vice President of the Seniors' Society. Hard copies of electronic correspondence shall be sent via mail to the addresses above. Electronic copies shall be sent on the same day the hard copies are mailed.

## BINDING EFFECT

33. This agreement is binding upon both parties.
34. This agreement is not assignable or transferable.

The parties commit this agreement is effective as of \_\_\_\_\_.  
Date

TOWN OF FORT SMITH

FORT SMITH SENIOR CITIZENS' SOCIETY

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

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

Per: \_\_\_\_\_  
Senior Administrative Officer

Per: \_\_\_\_\_  
Vice President

# *DRAFT #2 – SEPTEMBER 15, 2021*

## FORT SMITH CURLING AND WINTER SPORTS CENTRE PRIORITY USER GROUP INDETERMINATE AGREEMENT

BETWEEN

**The Town of Fort Smith**  
(further referred to as “the Town”)

AND

**The Fort Smith Curling and Winter Sports Centre**  
(hereinafter referred to as the “Curling Club”)

The Town recognizes the long-term contributions of the Curling Club to the Community and Recreation Centre (the “Community Centre”), 108 King Street, owned by the Town; and

The Town acknowledges the financial contribution the Curling Club made to the original construction of the Community Centre; and

The parties are entering into an agreement for the area known as the lounge (which includes a meeting room and kitchen) within the Community Centre;

And so the parties agree as follows:

### PREMISES

1. The Town designates the use of the lounge for priority use by the Curling Club at no charge. For the purposes of this agreement, “building” shall refer to the entire structure known as the Community Centre.

### TERM

2. This agreement takes effect immediately upon the completion of construction in the lounge for the midlife retrofit of the Community Centre, and the Curling Club re-occupies the room. The Curling Club Priority User Interim Agreement (dated ???) is terminated when this Indeterminate Agreement takes effect.
3. This agreement is indeterminate.
4. This agreement will be reviewed at least every four (4) years.

## *DRAFT #2 – SEPTEMBER 15, 2021*

### COMMON AREAS

5. The Town reserves entire control of all parts of the lands and building used for the common benefit of the Curling Club and other users (“the common areas”), including sidewalks, entrances, parking areas, corridors, and passages not within the lounge, stairways, washrooms, lavatories, air conditioning closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts, and has the right to place such signs and appliances therein as it chooses, provided that access to and from the Lounge is not impaired.

### USE OF PREMISES

6. Both parties shall have use of the lounge. The Curling Club may use the lounge for the purpose of operations of the Fort Smith Curling and Winter Sports Centre and as a meeting and/or gathering place for those authorized by the Curling Club. When the lounge is not in use by the Curling Club, the Town may use the lounge to conduct Town programming.
7. Both parties shall meet monthly or as required to establish a schedule for the use of the lounge and coordinate use of the space. The Curling Club shall have first priority when scheduling the use of the lounge; the Town shall have second priority.
8. In situations when the Curling Club would like to use the lounge but the room is previously booked by another party, the Town will provide an alternate space within Town facilities at no cost for use by the Curling Club.
9. The Curling Club and its members are the priority users of the lounge. The Curling Club may collect donations or fees for use of the lounge from reputable groups and organizations for non-profit functions or for fundraising activities by not-for-profit organizations, subject to prior notification to the Town. The Curling Club acknowledges it is solely responsible for any and all damage incurred to the lounge by such groups and organizations.
10. The Curling Club acknowledges that, if use of the room by a third party scheduled through the Curling Club involves operations outside of the regular hours of operation of the Community Centre, the Curling Club is responsible for the reimbursement of additional costs incurred by the Town.
11. The Town may rent out the lounge to reputable groups and organizations for non-profit functions or for fundraising activities by non-for-profit organizations, subject to prior notification to the Curling Club. The Town acknowledges it is solely responsible for any and all damage incurred to the lounge by such groups and organizations.

## *DRAFT #2 – SEPTEMBER 15, 2021*

12. For booking requests for use of the lounge that occur between the monthly meetings, each party is responsible for informing the other of such booking requests.
  - a. The Curling Club shall supply the Town with contact information for two representatives of the Curling Club. Both contacts shall be authorized to make immediate binding decisions about booking requests from the Town, which shall be confirmed via email.
  - b. To contact the Town to share booking request information, the Curling Club shall phone the main desk at the Community Centre during regular operating hours.
13. The kitchen in the lounge shall not be used as a for-profit commercial kitchen or canteen or concession on a full-time and/or permanent basis. The kitchen may be used occasionally for non-profit functions or for fundraising activities by not-for-profit organizations.
14. The Town reserves the right to change locks on the building to ensure against any unauthorized use of the facilities in the building. The Town will inform the Curling Club if and when the locks to the building and/or the lounge are changed.
  - a. If the lock on the door to the lounge is changed, the Town shall immediately provide the new key to Curling Club.

### MAINTENANCE BY THE TOWN

15. The Town is responsible at all times for the maintenance and repair of the Community Centre, including the lounge, and the Town shall not be liable for any direct or inconsequential damage to any person, entity, or property for any failure to do so, unless such loss or damage is caused by the willful act and neglect of the Town.

### JANITORIAL SERVICE

16. It is important to both parties that the lounge, including the kitchen, be kept in a clean and sanitary condition. The kitchen shall be cleaned as required by the NWT Health Act (GNWT Food Safety protocols), and a checklist shall be used to document the cleaning of the kitchen.
17. When the lounge, including the kitchen, is used by the Curling Club or third parties who have scheduled the use of the room through the Curling Club, the Curling Club shall provide all janitorial service necessary to keep the lounge in a clean and sanitary condition, including cleaning the kitchen. Janitorial services shall mean the general cleaning of the lounge, including, without limitation, waste removal, vacuuming and washing floors, and dusting as required.
18. When the lounge, including the kitchen, is used by the Town or third parties who have scheduled the use of the room through the Town, the Town shall provide all janitorial service necessary to keep the lounge in a clean and sanitary condition, including cleaning the kitchen. Janitorial

## *DRAFT #2 – SEPTEMBER 15, 2021*

services shall mean the general cleaning of the lounge, including, without limitation, waste paper removal, vacuuming and washing floors, and dusting as required.

19. All trash and refuse shall be collected and placed in the outdoor disposal bin supplied by the Town.

### INSPECTION BY THE TOWN

20. The Town may at any reasonable time enter the lounge to conduct safety and security inspections.

### UTILITIES

21. The Town agrees to provide at no cost power, water, heating, air conditioning, and WiFi to the lounge. A reasonable temperature will be maintained therein at all times during normal business hours, except during the making of repairs, but should the Town not do so, it shall not be liable for indirect or inconsequential damages or damages for personal discomfort or illness.
22. The Town shall retain the existing cable feed. The Curling Club shall pay the cable fees.

### FIXTURES AND FURNISHINGS

23. After collaboration and in agreement with the Curling Club, the Town shall provide all fixtures and furnishings in the lounge, including kitchen appliances (stove, fridge, microwave, dishwasher), cookware, tableware, utensils, and cutlery. Fixtures and furniture will be selected that meet the needs of both parties. Replacements shall be provided by the Town.

### DAMAGES

24. The Town assumes full responsibility for all damages to the lounge including the fixtures and furnishings therein, notwithstanding normal wear and tear, during use by the Town, either for Town programming or for non-profit functions or for fundraising activities by non-for-profit organizations scheduled by the Town.
25. The Curling Club assumes full responsibility for all damages to the lounge including the fixtures and furnishings therein, notwithstanding normal wear and tear, during use by the Curling Club, either for its use or for non-profit functions or for fundraising activities by non-for-profit organizations scheduled by the Curling Club.

### CONFORM TO LAWS

26. The Curling Club will at all times and in all respects in regard to the Lounge strictly conform to all bylaws of the Town of Fort Smith in the Northwest Territories, and all legal requirements, rules, and regulations whatsoever whether imposed by municipal, territorial, or federal authority or otherwise, including all applicable liquor and cannabis laws and regulations.

### INDEMNIFICATION OF TOWN

## *DRAFT #2 – SEPTEMBER 15, 2021*

27. The Curling Club shall indemnify the Town and save it harmless from and against any and all losses, claims, actions, damages, liability, and expense in connection with loss of life, personal injury, or damage to property arising from an occurrence in, upon, or at the lounge or outside the area, or the occupancy or use by the Curling Club of the lounge or outside the area or any parts thereof, or occasioned wholly or in part by an act or omission of the Curling Club or anyone permitted to be in the lounge or the outside area by the Curling Club. In case the Town should be made party to any litigation commenced by or against the Curling Club, then the Curling Club shall protect and hold the Town harmless and shall pay all costs, expenses, and reasonable legal fees incurred or paid by the Town in connection with such litigation.

### QUIET ENJOYMENT

28. The Town covenants with the Curling Club that upon the Curling Club performing and observing the terms and conditions in this document, the Curling Club may peaceably and quietly enjoy the lounge without any interruption or hindrance.

### CONFLICT

29. Should either party experience conflict with the other, the following shall occur:
- i. In the event of conflict with the Town, a representative of the Curling Club shall inform the appropriate Town supervisor, in ascending order of authority. If a resolution is not reached, the matter will be referred to Town Council.
  - ii. In the event of conflict with the Curling Club, the Town shall inform the Curling Club President or designate.

### ANNUAL DONATION

30. On or before December 1 each year, the Town shall provide to the Curling Club 50 per cent of the funds collected by the Town for third-party use of the lounge during the first three quarters (January 1 through September 30) of that year, as well as the fourth quarter of the preceding year (October 1 through December 31).
31. These funds are independent and separate from any other budgeted municipal donation for which the Curling Club may be eligible.

### NOTICE

32. Any notice, request, statement, or other writing related to this agreement may be delivered personally or shall be deemed to have been given if sent by registered prepaid post as follows:

TO THE TOWN:                      Mayor and SAO  
                                            Town of Fort Smith  
                                            172 McDougal Road

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PO Box 147  
Fort Smith, NT X0E 0P0

or other address as the Town shall notify the Curling Club in writing at any time or from time to time;

TO THE CURLING CLUB:      President and Vice President  
Fort Smith Curling and Winter Sports Club  
108 King Street  
PO Box 667  
Fort Smith, NT X0E 0P0

or other address as the Curling Club shall notify the Town in writing at any time or from time to time;

and such notice shall be deemed to have been received by the Town or the Curling Club on the fifth business day after the date on which it shall have been mailed.

Electronic copies of all written correspondence shall be sent via electronic means (eg. email) to the Mayor and/or SAO for the Town, and to the President and/or Vice President of the Curling Club. Hard copies of electronic correspondence shall be sent via mail to the addresses above. Electronic copies shall be sent on the same day the hard copies are mailed.

### BINDING EFFECT

- 33. This agreement is binding upon both parties.
- 34. This agreement is not assignable or transferable.

The parties commit this agreement is effective as of \_\_\_\_\_.  
Date

TOWN OF FORT SMITH

FORT SMITH CURLING AND WINTER SPORTS CENTRE

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

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

Per: \_\_\_\_\_  
Senior Administrative Officer

Per: \_\_\_\_\_  
Vice President