
















Town of Fort Smith  
Corporate Services Committee  
Tuesday, April 4<sup>th</sup>, 2023 at 7:00 pm  
Town Hall Council Chambers

1. Call to Order
2. Delegation
  - a. Glenda Simon, NTHSSA Indigenous Patient Advocate
  - b. Jean Soucy
3. Declaration of Financial Interest
  - a. Statement of Disclosure of Interest
4. Review
  - a. Agenda
  - b. Minutes
  - c. Vision and Values
  - d. Strategic Plan
5. Governance
  - a. Infrastructure Renewal
  - b. Economic Growth
  - c. Communication
  - d. Lands
  - e. Human Resources
  - f. Advocacy for Excellence of Services
6. Directors Report
  - a. Accounts Paid List – March 2023
  - b. Correspondence – March 2023
  - c. License Report – March 2023
7. Bylaw/Policy Review and Development
8. Administration
  - a. Briefing Note CPI Funding 2023-24
  - b. Briefing Note O&M Funding 2023-24
  - c. Briefing Note W&S Subsidy 2023-24
  - d. Briefing Note DPA-012-23 Amy Weber
  - e. Briefing Note DPA-013-23 Nilam Ambawalage
  - f. Briefing Note 23-092 Sea Can Appeal
9. Other Business
10. Excusing of Councillors
11. Date of Next Meeting
12. Adjournment

Attached Documents	
 Statement of Disclosure of Interest.pdf	 Corporate Services Minutes March 7, 2023.pdf
 Vision and Values.pdf	 Strategic Plan.pdf
 Accounts Paid List - March 2023.pdf	 Correspondence - March 2023.pdf
 Licensing Report March 2023.pdf	 BN MACA 2023-24 CPI Funding.pdf
 BN MACA 2023-24 OM Funding.pdf	 BN MACA 2023-24 WS Funding.pdf
 BN DPA-012-23 Amy Weber.pdf	 BN DPA-013-23 Nilam Ambawalage.pdf
 23-092 Sea Can Appeal - Jean Soucy	



**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 Standing Committee  
Tuesday, March 7<sup>th</sup>, 2023 at 7:00 pm  
Town Hall Council Chambers

Chairperson: Cr. Tuckey  
Members: Mayor Daniels, Cr. Tuckey, Cr. Fergusson, Cr. Pischinger, Cr. Couvrette  
Regrets: Cr. Beaulieu, Cr. Campbell, Cr. Korol  
Staff Present: Cynthia White, Senior Administrative Officer  
Katie Reid, Executive Secretary

1. Call to Order

Mayor Daniels called the meeting to order at 8:14 pm and handed the Chair to Cr. Tuckey.

2. Declaration of Financial Interest

Cr. Pischinger and Cr. Fergusson made declarations of financial interest.

3. Review

- a. Agenda –The agenda was reviewed. Cr. Fergusson requested adding gymnasium access to the agenda. Administration requested adding the policing priorities.

**RECOMMENDATION**

**Moved by: Cr. Fergusson**

**Seconded by: Cr. Couvrette**

**That the agenda be adopted as amended to include gymnasium access and policing priorities**

**CARRIED UNANIMOUSLY**

- b. Minutes – The Corporate Services Standing Committee Minutes of February 7<sup>th</sup>, 2023, were reviewed and adopted at the Regular Meeting of Council on February 21<sup>st</sup>, 2023.

Cr. Couvrette noted discussion on the Town's procurement policy and requested a copy of the policy. Administration advised that the policy is being brought to the Bylaw Review Committee for updating.

Cr. Couvrette suggested promoting sponsorship opportunities during the trade show including the sponsorship of Arena rink-panels to promote businesses and recognize individuals. Administration thought this was a great idea and advised that the EDO would bring conceptual ideas for benches, etc. for commemoration with the branding refresh presentation next week.

Cr. Fergusson asked if there was an updated from NTPC regarding the unplanned power outages. Administration replied that the outages are still negatively impacting infrastructure including Tamarac Lift Station which continues to fail due to shorts from power outages. She noted that some replacement parts have arrived, and some are backordered, and that they are accumulating costs until the Lift Station is repaired. She hopes to have costs compiled for the meeting with NTPC at the end of the month.

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

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

#### 4. Governance

- a. Infrastructure Renewal – Administration advised that the Town would continue to work on the Paving Project completion, and the Raw Water Intake and Lift Station, and the Community and Recreation Centre is near completion. Additionally, the Town has a comprehensive plan to complete the Water Meter Replacement Project using internal resources and a local contractor. Cr. Fergusson advised that the contractor gave her a tour of the CRC changerooms and that they looked great.
- b. Economic Growth – Administration noted the difficulty in growing economy with no housing available. She advised that the Town is refreshing their brand and would be advertising events over the summer to promote Fort Smith.
- c. Communication – Administration advised that the newsletter continues to be distributed and that the community consultation meeting is being rescheduled. D/M Macdonald suggested determining a date in early April to reschedule and discuss messaging to the public. He requested the meeting be advertised at least two-weeks in advance. Cr. Fergusson suggested planning the meeting in conjunction with the Trade Show. Administration advised that the Town had sponsored a reception for the Trade Show in the past and advised that she would have the EDO reach out to coordinators. D/M Macdonald supports this and engaging the business community. Cr. Couvrette thought this was a great idea and suggested holding consultations in dressing room six at the Arena.
- d. Human Resources – Administration advised that the UNW has ratified the new Collective Agreement.
- e. Advocacy for Excellence of Services – Administration advised that advocacy for excellence of services relates to engagements Council has made with the President of Aurora College and upcoming engagements with NTPC, as well as the letters to the MACA Minister and Minister Responsible for Homelessness in addressing issues to ensure the community is being serviced the way it should be.

#### 5. Director's Report

The Director of Corporate Service's report was reviewed.

- a. Accounts Paid List – The Accounts Paid List from February 2023 was reviewed.
- b. Correspondence – The Correspondence List from February 2023 was reviewed. Administration covered Council's request on responses.
- c. License Report – The License Report from February 2023 was reviewed.

#### 6. Administration

- a. Briefing Note 2022 Fourth Quarter Variance and Report – The briefing note and report were reviewed. Cr. Couvrette commended Administration for work done to end 2022 with a modest surplus. He noted that CRC revenue is lower than projected and hopes to see increases with higher usage. Cr. Couvrette noted a 7% overage in Council expenses and thinks Council should lead by example by staying within budget.

Cr. Couvrette noted overages in benefits and asked if this was a result of severance payouts. He noted that the overages seemed out of the ordinary but felt Council should account for ongoing severance payouts.

Cr. Couvrette stated the need to develop a maintenance plan for fleet and infrastructure and thinks Council may need to make significant increases to repair and maintenance budgets to due being in deplorable condition.

Administration replied that Council expenses were over budget as the majority of Councillors attended the NWTAC AGM in Yellowknife last year and felt this was valuable for the newly appointed Councillors. Administration advised that a significant reason that the Administration budget is over is due to hiring additional staff for coverage and advised that she would discuss with the Director of Corporate Services how to incorporate severance liability into the budget.

D/M Macdonald noted that legal costs were overspent and asked if there are options to recover legal fees for any litigations as the process moves forward. Secondly, D/M advised that NTPC notified that they will be moving to diesel as of April 1<sup>st</sup> and asked if the additional cost has been considered to run boilers while not accessing the interruptible power rate. Administration replied that some legal expenses can be recovered and that legal services were used for HR issues to prevent liability. Administration advised that they didn't account for additional power expenses and the majority of building are not energy efficient. She noted that the Town would continue to make buildings as energy efficient as possible. Administration continued that the heating for the CRC and Pool are significantly overspent and is being reviewed. She advised that in joining the CRC with PWK High School, the CRC was not supposed to pay for heat as part of the joint use agreement, and that the Town will be requesting a meeting with the Superintendent of Education to discuss this.

**RECOMMENDATION**

**Moved by: Cr. Fergusson**

**Seconded by: D/M Macdonald**

**That the 2022 Fourth Quarter Variance Report be accepted as presented.**

**CARRIED UNANIMOUSLY**

- b. Briefing Note 2022 Purchasing Summary and Report – The briefing note and report were reviewed. Cr. Fergusson was pleased the report and the breakdown of local and external purchases. Administration advised that the Town contributed approximately \$9 million to the local economy in 2022 and that some projects cannot be done locally. She was pleased that approximately 70% of funds are spent in Fort Smith.
- c. Briefing Note Landfill Compactor – The briefing note was reviewed. Cr. Couvrette researched compactors and found that most had double the used life for the same price. He advised that he supports the purchase and reselling after 10-years. D/M Macdonald also researched and determined that the compactor is quality equipment. He supports moving forward with the purchase with two-year warranty. Cr. Fergusson agreed and was thankful for the additional time to review information before voting in favour. Cr. Tuckey also supports the purchase with two-year warranty.

**RECOMMENDATION**

**Moved by: Cr. Fergusson**

**Seconded by: Cr. Couvrette**

**That the purchase of the compactor, including delivery and training, be sole sourced from Superior North America for \$375,000; and**

**The two-year extended warranty option be purchased for \$30,000 plus GST.**

**That \$100,000 be budgeted toward the tendering of the storage building to be built at the Landfill.**

**CARRIED UNANIMOUSLY**

Cr. Fergusson declared a conflict and left the meeting.

- d. Briefing Note The Frolics Donation Request – The briefing note was reviewed. Administration advised that the \$5,000 contribution to the Wood Buffalo Frolics was previously a standalone budget items and that contributions were amalgamated in the 2023 budget except for contributions to the Northern Life Museum, JBT Snack Program, and Christmas Food and Toy Drive. She noted that the community contributions budget is \$28,350.

Cr. Couvrette advised that he supports the contribution and thinks it is good for community spirit. He noted discussion from previous Council about updating the Donation Policy and asked if this was done. Administration advised that policy is in the process of updating and that an application process is included in the policy to acknowledge that reoccurring annual funding is not guaranteed.

Cr. Couvrette advised that he is opposed to donating to cash prizes and doesn't think taxpayer funds should be used to endorse prize payouts. He noted that if an event is offering cash prizes, the Town should be transparent in stating that Town funds go to other expenses.

Administration advised that the Frolics are requesting a \$5,000 contribution, 100 individual swim passes, and the use of the gym and staff for the Kid's Carnival. D/M Macdonald supports donating the \$5,000 contribution to include in-kind expenses.

**RECOMMENDATION**

**Moved by: Cr. Couvrette**

**Seconded by: Cr. Pischinger**

**That the Town of Fort Smith contribute \$5,000 to The Frolics which includes in-kind expenses.**

**CARRIED UNANIMOUSLY**

Cr. Fergusson returned to the meeting.

Cr. Pischinger declared a conflict and left the meeting.

- e. Briefing Note Thebacha Dog Musher's Association Donation Request – The briefing note was reviewed. Administration advised that \$1,000 had been donated in the past and they are requesting a similar donation for their event this year. She noted that money goes towards prizes, trophies, and trail grooming, and that there are significant costs associated with trail grooming. Cr. Couvrette advised that \$1,000 was donated in the past to assist with trail grooming expenses.

**RECOMMENDATION**

**Moved by: Cr. Fergusson**

**Seconded by: D/M Macdonald**

**That the Town of Fort Smith donate \$1,000 to the Thebacha Dog Musher's Association to assist with trail grooming expenses.**

**CARRIED UNANIMOUSLY**

Cr. Pischinger returned to the meeting.

- f. CRC Gymnasium Use – Cr. Fergusson advised that when the gymnasium is not in use for an organized sport, youth are still required to pay a fee to use the facility. She requested that the fee not be charged to youth wanting to access the gym while not in use by an organized sport or event. Administration replied that operating policy was that if programming isn't occurring in the gym, it must be rented to use it. She noted that the Town is seeing more youth in the facility due to the Library, and supports kids using different facilities in the building. She noted that this would be a change in service with some revenue loss, but that community services is not cost recovery anyway, and this would be a Council decision.

D/M Macdonald thought this was a great idea to get youth using the facility and thinks there may be opportunity for gym rental sponsorships from organizations.

Cr. Couvrette agreed with D/M Macdonald regarding sponsorship and supports allowing youth to use the gymnasium when vacant. Cr. Tuckey also supports this but thinks the facility is losing revenue due to some components not working properly.

Cr. Pischinger agreed to let youth use the gymnasium when not in use and also regarding gym sponsorships.

**RECOMMENDATION**

**Moved by: Cr. Fergusson**

**Seconded by: D/M Macdonald**

**That the Town of Fort Smith waive drop in fees for youth in the Community and Recreation Centre gymnasium from 5:15pm to 7:00pm on weekday evenings when there isn't scheduled programs or events.**

**CARRIED UNANIMOUSLY**

- g. 2023/24 Policing Priorities – Administration advised that Friday, March 10<sup>th</sup> is the deadline to provide feedback on policing priorities. D/M Macdonald advised that he would consult with Council and respond by the deadline.

7. Excusing of Councillors

**RECOMMENDATION**

**Moved by: D/M Macdonald**

**Seconded by: Cr. Fergusson**

**That Cr. Beaulieu, Cr. Campbell, and Cr. Korol be excused from the Corporate Services Standing Committee Meeting on March 7<sup>th</sup>, 2023.**

**CARRIED UNANIMOUSLY**

8. Date of Next Meeting

The next Corporate Services Standing Committee meeting will be on April 4<sup>th</sup>, 2023.

9. Adjournment

**RECOMMENDATION**

**Moved by: Cr. Fergusson**

**Seconded by: D/M Macdonald**

**That the meeting be adjourned at 9:50 pm.**

**CARRIED UNANIMOUSLY**

## Vision

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

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

## Values

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

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

TOWN OF FORT SMITH  
 ACCOUNTS PAID LIST  
 FOR THE PERIOD ENDING March 31,2023

CHQ #	SUPPLIER	Description	AMOUNT	DEPT
40313	MSS Ltd.	Medical supplies	\$1,209.81	Pool
40314	Paul Kaesers Stores Ltd.	Laundry supplies/snacks/groceries	\$792.29	Multiple
40315	Link Hardware	Materials and supplies	\$369.32	Multiple
40316	Freund Building Supplies	Materials and supplies	\$1,154.90	Multiple
40317	Xerox Canada	Lease and usage charges	\$1,862.58	Admin
40318	NEBS Pension Fund	March premiums	\$44,769.04	Admin
40319	Midnight Petroleum	Gas	\$69.92	Facilities
40320	TDC Contracting Ltd.	Materials/supplies/safety equip./heating oil	\$16,671.41	Multiple
40321	NEBS Group Insurance Fund	March premiums	\$17,661.20	Admin
40322	Employee	Incidentals for AWWOA conference	\$682.95	Water Plant
40323	Arctic Alarm/Diamondtel	Alarm monitoring	\$119.60	RCC/Arena
40324	Arctech Computers Inc.	Off site back up service	\$262.50	Admin
40325	Fields	Crafts supplies	\$40.92	ASCP
40326	The Prophet Corporation	Elite volleyball system/daycare toys	\$7,629.41	RCC/ASCP
40327	Hathorn Corporation	Equipment repairs	\$1,234.29	Water Plant
40328	NSIXTY Trading Company Ltd.	Office supplies/oil pastels/internet support	\$2,504.57	Multiple
40329	Customer	Refund 2022 property taxes - mortgage/senior	\$1,794.53	Admin
40330	International Coats of Arms	Bylaw badges and coins	\$1,390.22	Bylaw
40331	Associated Fire Safety Group Inc.	Fire extinguisher trainer parts	\$1,099.35	Fire
40332	Fire Ninja Safety Equipment	Blankets	\$595.59	Fire
40333	Employee	Medical form fees	\$100.00	Public Works
40334	Bank of Montreal	Mastercard purchases - Emily Colucci	\$3,065.09	Economic Dev/ASCP/RCC
		Facebook ad/EZ Facilities fee/supplies/parts		
40335	Bank of Montreal	Mastercard purchases - Obrian Kydd	\$2,063.77	Multiple
		Payroll course/Bell phone bills/Land title fee		
40336	Bank of Montreal	Mastercard purchases - Adam McNab	\$584.87	Fire/Lands
		Land title fee/firefighter training/equipment parts		
40337	Bank of Montreal	Mastercard purchases - Andrew Grenier	\$707.70	Arena
		Elevator panel		
40338	Bank of Montreal	Mastercard purchases - Cynthia White	\$154.15	Admin
		CSAB lunch/annual fee		
40339	CAB Construction	RCC renovations claim 13	\$355,193.06	RCC
40340	TDC Contracting Ltd.	Yearly cylinder rental/heating oil/repair camlock	\$2,195.10	Multiple
40341	Yuhas, Denise	2023 Board of revision honourarium	\$100.00	Admin
40342	Receiver General	TAX/PPP/EI payroll deductions	\$62,174.46	Admin
40343	Brownlee LLP	Legal fees	\$263.72	Admin
40344	Gray, John	2023 Board of revision honourarium	\$100.00	Admin
40345	McLennan Ross	Legal fees	\$18,865.84	Admin
40346	Thebacha Dog Musher's Association	2023 donation	\$1,000.00	Admin
40347	Campbell, Kevin	2023 Board of revision honourarium	\$100.00	Admin
40348	CIMCO Refrigeration	Shipping - 20 bags of calcium	\$3,293.75	Water Plant
40349	Cascade Publishing	Door hangers for water meter replacement	\$699.83	Water/Sewer Upgrade
40350	Grimshaw Trucking	Freight - parts from CIMCO	\$251.95	Water Plant
40351	Town of Fort Smith	February water bills	\$2,489.87	Multiple
40352	Freund Building Supplies	Replace side window on truck	\$659.78	Facilities
40353	TK Elevator (Canada) Limited	Maintenance	\$1,456.78	RCC
40354	Northwestern Air Lease Ltd.	Shipping - parts from Xylem	\$140.82	Water Plant
40355	Bank of Montreal	Mastercard - missing payment	\$4,509.57	Multiple
40356	RDV Mechanical	Service new water truck	\$1,242.68	Water Plant
40357	Aurora Ford	Public works truck repairs	\$467.68	Public Works
40358	WSP E&I Canada Limited	Slave River slope stabilization	\$3,499.53	Admin
40359	Lumen Supply Technical	Light bulbs for Arena	\$204.59	Arena
40360	Russ Bell & Associates Inc.	Legal fees - NTPC challenge	\$212.63	Admin
40361	GNWT - Financial Shared Services	Course fees - SSWT/Chlorine handling	\$1,000.00	Water Plant/Facilities
40362	Grimshaw Trucking	Freight - supplies from Xylem	\$120.10	Water Plant
40363	Northwestel	Internet bills	\$1,267.00	Multiple
40364	Freund Building Supplies	Bolts and washers	\$47.19	Public Works
40365	TDC Contracting Ltd.	Gas, heating oil, bulk diesel	\$22,706.42	Multiple
40366	Aurora TPI Travel	Flight and accommodations for employee	\$1,958.90	Water Plant
40367	NU Mechanical	Bleed fuel lines/install eyewash stations/lights	\$7,313.25	Admin/Protective Services
40368	Employee	Refund - deferred leave cancelled	\$55,905.52	Admin
40369	Infosat Communications	Sat phone bill	\$95.32	Protective Services
40370	McLennan Ross	Legal fees	\$6,813.05	Admin
40371	Avery Cooper & Co.	2022 audit services	\$60,588.38	Admin
40372	Hay River Heavy Truck Sales Ltd.	Medical oxygen	\$336.00	Protective Services

40373	Stryker Canada ULC	AED trainer supplies	\$7,525.48	RCC/Pool/Arena
40374	Customer	Refund - remainder of adult pass (moved)	\$288.75	RCC
40375	The Frolics	Donation	\$4,600.00	Admin
40376	Northwestel	March phone bill	\$4,466.11	Multiple
40377	Customer	Rebate for portion of childcare costs	\$1,212.00	ASCP
40378	Customer	Rebate for portion of childcare costs	\$261.47	ASCP
40379	Customer	Rebate for portion of childcare costs	\$742.00	ASCP
40380	Customer	Rebate for portion of childcare costs	\$2,193.43	ASCP
40381	Customer	Rebate for portion of childcare costs	\$782.40	ASCP
40382	Customer	Rebate for portion of childcare costs	\$1,018.60	ASCP
40383	Customer	Rebate for portion of childcare costs	\$1,734.56	ASCP
40384	Customer	Rebate for portion of childcare costs	\$680.39	ASCP
40385	Customer	Rebate for portion of childcare costs	\$695.00	ASCP
40386	Customer	Rebate for portion of childcare costs	\$2,179.40	ASCP
40387	Customer	Rebate for portion of childcare costs	\$1,304.46	ASCP
40388	Customer	Rebate for portion of childcare costs	\$1,761.40	ASCP
40389	Customer	Rebate for portion of childcare costs	\$331.65	ASCP
40390	Customer	Rebate for portion of childcare costs	\$2,034.30	ASCP
40391	Customer	Rebate for portion of childcare costs	\$2,138.70	ASCP
40392	Customer	Rebate for portion of childcare costs	\$1,786.79	ASCP
40393	Customer	Rebate for portion of childcare costs	\$1,369.80	ASCP
40394	Customer	Rebate for portion of childcare costs	\$391.60	ASCP
40395	Customer	Rebate for portion of childcare costs	\$2,293.25	ASCP
40396	Customer	Rebate for portion of childcare costs	\$1,153.32	ASCP
40397	Customer	Rebate for portion of childcare costs	\$2,467.70	ASCP
40398	Customer	Rebate for portion of childcare costs	\$762.85	ASCP
40399	Cancelled			
40400	Customer	Rebate for portion of childcare costs	\$1,204.70	ASCP
40401	Customer	Rebate for portion of childcare costs	\$1,661.08	ASCP
40402	Customer	Rebate for portion of childcare costs	\$292.00	ASCP
40403	Cascade Publishing	Rack cards and dashcam	\$1,135.31	Economic Dev/Bylaw
40404	GNWT - Financial Shared Services	Application fee for land titles for TOFS properties	\$250.00	Lands
40405	Lou's Small Engines	Olympia propane	\$750.75	Arena
40406	Link Hardware	Materials and supplies	\$2,476.64	Multiple
40407	Northern Stores Inc.	Stencils for frolics bags	\$20.98	Library
40408	Xylem Canada	Parts for lift stations	\$1,986.60	Water Plant
40409	Commerical Aquatic Supplies	Suna controller	\$444.99	Pool
40410	TDC Contracting Ltd.	Heating oil and gas	\$5,420.28	Multiple
40411	Education Station	Learning materials/toys	\$2,716.28	ASCP
40412	The Prophet Corporation	Daycare toys	\$5,786.47	ASCP
40413	Debbie's Sewing	Craft bags for Frolics activities	\$378.00	Library
40414	WSP E&I Canada Limited	Slave River slope stabilization	\$411.81	Admin
40415	NSIXTY Trading Company Ltd.	Laptop/stationary supplies/ink/ DVDs	\$3,470.13	Multiple
40416	CVS Midwest Tape		\$1,365.55	Library
40417	Employee	Refund - measurement of fire equipment fee	\$20.00	Fire Department
40418	Cascade Publishing	Stickers/business license paper/cards/EMS supplies	\$20,101.73	Multiple
40419	GNWT - Financial Shared Services	Tiaga lab service fees	\$9,738.23	Water Plant
40420	Link Hardware	Washers/screws/hose/tape ect.	\$416.37	Water Plant
40421	NWT Power Corporation	March power bills	\$54,807.89	Multiple
40422	Town of Fort Smith	March staff deductions	\$1,214.42	Admin
40423	Receiver General	TAX/PPP/EI	\$77,065.32	Admin
40424	Public Service Alliance of Canada	March union dues	\$6,133.32	Admin
40425	GNwt - Taxation Division	March payroll deductions	\$8,774.12	Admin
40426	Brodart Canada Company	Anti poverty equipment, books and easels	\$1,179.69	Library
40427	TDC Contracting Ltd.	Heating oil	\$6,504.75	Water Plant
40428	NU Mechanical	Replace water meters - multiple residential properties	\$11,875.50	Water Plant
40429	Cabin Radio	Advertisements	\$1,417.50	Economic Dev
40430	Walsh's Heavy Duty Repairs Ltd.	New tandem dump truck service	\$1,841.06	Public Works
40431	Customer	Rebate for portion of childcare costs	\$2,241.55	ASCP
40432	Employee	Travel claim	\$289.45	Admin
40433	Globalstar Canada	Sat phone bill	\$255.54	Fire
40434	Paul Kaesers Stores Ltd.	Groceries/snacks/supplies	\$1,619.16	ASCP/Library/Public Works
40435	Workers Safety & Compensation Comm.	2023 Payroll premiums	\$136,817.00	Admin
40436	Northwestern Air Lease Ltd.	Freight - water samples	\$148.84	Water Plant
40437	Globalstar Canada	Sat phone bill	\$127.77	Ambulance
40438	TDC Contracting Ltd.	Heating oil/compressor oil	\$2,519.82	Multiple
40439	Manitoulin Transport	Freight - parts from Bill Hill Services	\$332.15	Facilities
40440	AECOM Canada Limited	Raw water and sewer project	\$69,746.25	Admin
40441	Employee	Travel claim	\$383.68	Admin
40442	WSP E&I Canada Limited	Slave River slope stabilization	\$8,728.70	Admin

40443 GNWT	Lab services	\$15,690.15	WTP
40444 Fire Ninja Safety Equipment	Customization fee	\$90.93	Fire
40445 Lou's Small Engines	Propane	\$358.43	Arena
40446 Pitney Bowes	Postage meter lease payment	\$761.99	Admin
40447 TDC Contracting Ltd.	Heating oil	\$6,471.31	Water Plant
40448 West Vac Industrial Ltd.	Boot cutter for sewer flusher	\$176.02	Public Works
40449 911 Supply	EMS clothing	\$3,064.87	Ambulance
40450 Employee	Refund registration payment	\$86.00	Admin
40451 Northern Stores Inc.	Funeral wreaths/curling lounge kitchen supplies	\$260.32	Admin/RCC
40452 Bank of Montreal	Mastercard purchases - Obrian Kydd	\$757.34	Multiple
	Bell phone bill/land title search fees		
40453 Fields	Art supplies/curling lounge kitchen supplies	\$283.75	RCC
40454 Taylor Architecture Group	Rcc generator claim # 2	\$7,738.50	Admin
40455 NSIXTY Trading Company Ltd.	Receipt printer/stationary supplies/IT services	\$2,878.46	Multiple
40456 CVS Midwest Tape	DVDs	\$317.25	Library
40457 Employee	Travel claim - NWT Public Library Services visit	\$328.70	Library
40458 AECOM Canada Limited	Raw water and sewer project	\$57,448.13	Admin
	Caterpillar lease payment	\$3,312.35	
	March 10, 2023 Pay Period 5	\$126,694.08	
	March 24, 2023 Pay Period 6	\$163,000.43	
	<b>Total</b>	<b>\$1,615,828.55</b>	

CORRESPONDENCE – MARCH 2023

Date	From/To	Description	Filing	CC	Response
08/03/23	Mayor/Minister Resp for Homelessness	Invitation to Meet with Council/Sutherland House	19-23	Cc: Minister Resp for the Status of Women, MLA	Confirmation Receipt
08/03/23	Mayor/Minister Resp for MACA	Invitation to Meet with Council	20-23	Cc: MLA	No
08/03/23	Mayor/Jeannie Marie Jewell	Response/thank you for delegation	21-23	Emailed/mailed	No
08/03/23	Mayor/Thebacha Dog Musers	Letter with contribution stating that the funds are to assist with trail grooming expenses and not cash prizes.	22-23	Gordon Pischinger	No
22/03/23	Christine Beaulieu/Town	Donation Request – Noel Dube	23-23	Donated a Fruit Tray to the Dube family	Yes
23/03/23	Mayor/Anna Kikoak	NAIG	24-23		Yes
23/03/23	Leadership/Minister of Environment and Climate Change	Oil Land Tailing/Athabasca	25-23		-
27/03/23	SAO/Northern Utilities Board	NTPC Intervention Representation	26-23	Mayor Daniels, D/M, Cr. Couvrette, Cr. Beaulieu, Stand Alone Energy	Confirmation Receipt
30/03/23	Town/NWTAC	Resolutions for NWTAC AGM	27-23	SAO, Mayor, D/M	No



**Town of Fort Smith  
Licensing Report  
March 2023**

<b>Business License Holder</b>	<b>Number</b>	<b>Details</b>
PNL Contracting	158	Electrical and renovation contracting
OK Snow Removal	159	Snow removal services
507611 NWT Ltd.	160	Construction, real estate and maintenance services
Cam's Husqvarna Sales and Service	161	Small engine sales and service
Big Hoof Creations	163	Sale of artwork created in various mediums
Roots and Ruminants Inc.	164	Greenhouse
Northern Health Living Inc.	165	Anna's restaurant and college canteen
Establishment Records	166	Artist management and promotion, recording studio and construction services
<b>Development Permit Holder</b>	<b>Number</b>	<b>Details</b>
Don Harney	7	Home occupation - create custom signs and artwork
Mildred Martin	8	Home occupation - travel agency
Brad Brake	10	Home occupation - consulting and business services
<b>Lottery License Holder</b>	<b>Number</b>	<b>Details</b>
Fort Smith Soccer Club	12	Raffles squares
Fort Smith Skating Club	13	50/50 Series - 2 Days
<b>Dog Tag Holder</b>	<b>Number</b>	<b>Details</b>
Michele and Mark McGuire	16	Jack Russell mix
<b>Ski-Doo Licenses</b>	<b>Number</b>	<b>Details</b>
No license issued		



## BRIEFING NOTE

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**To: Municipal Services Standing Committee**

**Date: April 4, 2023**

**Subject: Funding Agreement - Community Public Infrastructure Funding**

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**Purpose:**

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

**Background:**

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

**Analysis:**

In 2022 the total amount of funding received from Municipal and Community Affairs for CPI was \$1,446,000 distributed in one lump sum. We will receive the same amount for 2023, \$1,446,000.

**Recommendation**

That Council approves the CPI Funding Contribution Agreement with MACA for fiscal year 2023-2024 in the amount of \$1,446,000.00.

**CONTRIBUTION AGREEMENT  
COMMUNITY PUBLIC INFRASTRUCTURE**

This Contribution Agreement package includes:

Contribution Agreement:      Town of Fort Smith

Schedule "A": Quarterly Report form

**Instructions:**

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

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

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

**CONTRIBUTION AGREEMENT  
COMMUNITY PUBLIC INFRASTRUCTURE**

**THIS AGREEMENT** made on **April 1, 2023**

**BETWEEN:**

**Government Of The Northwest Territories**  
as represented by the  
Regional Superintendent  
South Slave Region  
Department of Municipal and Community Affairs  
(the "GNWT")

OF THE FIRST PART

**AND:**

**Town of Fort Smith**  
(the "Recipient")

OF THE SECOND PART

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

The Recipient was authorized by Council Motion or Resolution no. \_\_\_\_\_ dated \_\_\_\_\_ to make its application for CPI funding and enter into this Agreement.

The parties agree as follows:

**Contribution and Payment**

1. If the Recipient has:
  - a) met all of its duties and obligations under the Community Public Infrastructure funding agreement for 2022-2023,
  - b) submitted its Capital Plan for the fiscal year 2023 to 2024 to the GNWT, and
  - c) disclosed all sources of funding, including those received in kind, respecting the CPI,the GNWT shall pay to the Recipient the total amount of **One Million Four Hundred and Forty Six Thousand Dollars (\$1,446,000.00)** (the "CPI Funds"), as soon as practicable after the signing of this Agreement.

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

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

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

#### **Use of the CPI Funds**

4. The Recipient shall use the CPI Funds to complete the projects set out in the Recipient's Capital Plan for the fiscal year 2023-2024 and subject to eligible use of funds outlined in the CPI Policy.

#### **Term**

5. This Agreement commences on April 1, 2023 and terminates on March 31, 2024 unless terminated or amended in accordance with the provisions of this Agreement.
6. This Agreement may be amended in writing by the parties.

#### **Transfer of CPI and Lands**

7. The parties acknowledge that certain lands (the "Lands"), improvements and chattels, furnishings, equipment and other personal property used by the Recipient to deliver municipal programs and services (the "CPI") are located on Commissioner's lands.
8. The GNWT shall transfer to the Recipient all of the GNWT's estate and interest in CPI to the Recipient and the Recipient shall assume ownership of and responsibility for the CPI except as otherwise set out in this Agreement.
9. If the Lands may be sold by the Commissioner, the GNWT shall transfer title to the Lands to the Recipient in fee simple and the GNWT shall bear the costs of such title transfers.
10. The Recipient shall apply for one or more leases of Commissioner's land for the Lands now reserved by notation for MACA in the Commissioner's lands database known and referred to as the Land Administration System, if the Lands cannot be sold by the Commissioner.

#### **Recipient's Obligations for CPI**

11. The Recipient shall have care and custody of the CPI, including but not limited to, the following obligations:
  - a) operate the CPI to preserve the integrity of all structures and safeguard public access and keep structures in good repair;
  - b) operate the CPI to deliver municipal programs and services to all of the residents;
  - c) arrange for and pay for all electrical utilities, heating fuel, telephone and cable services, water and sewage removal, and garbage disposal as required for the CPI;

- d) arrange and pay for all mechanical, heating, electrical, gas and boiler and pressure vessel maintenance, as required for the CPI;
- e) arrange and pay for all snow and ice removal, and security and supervision for the CPI, as necessary to maintain the CPI; and
- f) insure the CPI for their full replacement cost.

### **Financial accountability and reporting**

- 12. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.
- 13. The Recipient shall, immediately on receipt of a written request from the GNWT, refund any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.
- 14. The Recipient shall:
  - a) deposit the CPI Funds into a bank account separate from the Recipient's general operating and other bank accounts, and this separate bank account shall be used solely for the CPI Funds;
  - b) credit to the CPI Funds bank account any funds received from the disposal of any assets that are Community Public Infrastructure ("Assets") that are transferred or purchased pursuant to this Agreement; and
  - c) ensure that Assets sold are sold at fair market value.

### **Quarterly and Final Financial Reports**

- 15. The Recipient shall:
  - a) on the last day of each of July 31, 2023, October 31, 2023, January 31, 2024 and April 30, 2024, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - b) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form, "Financial Reporting Model for NWT Municipalities" located on the MACA website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and subject to any additional information required by the GNWT.

### **Accountability Framework and Additional Reporting Information**

- 16. The Recipient shall complete and submit to MACA the completed Accountability Framework for Community Governments survey form, subject to MACA completing revisions to the survey before August 1, 2024.

17. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
18. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the CPI.

### **Withholding or Reduction of Funds**

19. The GNWT may withhold any part of the CPI Funds for non-compliance with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld CPI Funds when the Recipient is in compliance with this Agreement.
20. The GNWT may deduct from any payment of the CPI Funds or may require repayment of:
  - a) any portion of previous payments of the CPI Funds not accounted for as required by this Agreement, and
  - b) any portion of previous payments of the CPI Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT.

### **Confidentiality**

21. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.
22. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the Access to Information and Protection of Privacy Act.
23. The Recipient acknowledges and agrees that this Agreement may be disclosed to the Legislative Assembly of the Northwest Territories through the public accounts process.

### **Liability and indemnification**

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

## **Insurance**

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

\* WHERE APPLICABLE

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

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

## **Termination**

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

## **Notices and Addresses**

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

if sent to the following address:

if to the GNWT at: Bobby Bourque  
Regional Superintendent  
South Slave Region  
Municipal and Community Affairs  
BOX 127  
FORT SMITH NT X0E 0P0  
Email: Bobby\_Bourque@gov.nt.ca  
Fax: (867) 872-6526

if to the Recipient at: Mayor Fred Daniels  
BOX 147  
FORT SMITH NT X0E 0P0  
Email: cwhite@fortsmith.ca  
Fax: (867) 872-8401

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

## **Dispute Resolution**

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

## **Severability**

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

## **General Terms and Conditions**

33. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
34. Time shall be of the essence in this Agreement.

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

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

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

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

**SIGNED** on behalf of the Government of the Northwest Territories on \_\_\_\_\_ (month) \_\_\_\_ (day), 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby Bourque  
Regional Superintendent, South Slave Region

**SIGNED** on behalf of the Town of Fort Smith on \_\_\_\_\_ (month) \_\_\_\_ (day), 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fred Daniels  
Mayor





## BRIEFING NOTE

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**To:** Corporate Services Standing Committee

**Date:** April 4, 2023

**Subject:** Funding Agreement - O&M Funding

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### **Purpose:**

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

### **Background:**

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

### **Analysis:**

In 2021, the total amount of funding received from Municipal and Community Affairs for the Operations and Maintenance was \$2,123,00. For 2022, the amount of funding will be \$2,190,000. For 2023 there is an additional increase to this funding of \$73,000 for a total of \$2,263,000.

### **Recommendation**

That Council approves the Operations and Maintenance Funding Contribution Agreement with MACA for fiscal year 2023-2024 in the amount of \$2,263,000.

**CONTRIBUTION AGREEMENT  
OPERATIONS AND MAINTENANCE**

**This Contribution Agreement package includes:**

Contribution Agreement for the Town of Fort Smith

Schedule "A": Quarterly Report form

**Instructions:**

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

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

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

**CONTRIBUTION AGREEMENT  
OPERATIONS AND MAINTENANCE FUNDING**

**THIS AGREEMENT** made on April 1<sup>st</sup>, 2023

**BETWEEN:**

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

OF THE FIRST PART

**AND:**

**Town of Fort Smith**  
(the "Recipient")

OF THE SECOND PART

The Recipient is eligible to receive Operations and Maintenance ("O&M") funding under the Department of Municipal and Community Affairs' ("MACA") Operations and Maintenance Funding Policy Revised August 20, 2017 ("O&M Policy"). The GNWT has determined that the Recipient meets the criteria of the O&M Policy.

The Recipient was authorized by Council Motion no. \_\_\_\_\_ or dated \_\_\_\_\_ to enter into this Agreement.

The parties agree as follows:

**O&M Funding**

1. If the Recipient has:

(a) met all of its duties and obligations under a previous O&M funding agreement; and

(b) has disclosed all sources of funding, including those received in kind, respecting the O&M, the GNWT shall pay to the Recipient the total amount of Two Million Two Hundred and Sixty Three Thousand Dollars (\$2,263,000) (the "O&M Funds") in the amounts and on the dates as follows:

April 1, 2023	\$251,480
May 1, 2023	\$251,440
June 1, 2023	\$251,440
July 1, 2023	\$251,440
August 1, 2023	\$251,440
September 1, 2023	\$251,440
October 1, 2023	\$251,440
November 1, 2023	\$251,440
December 1, 2023	\$251,440

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

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

for the Government fiscal year in which the expenditure is required under the contract or agreement.

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

#### Use of O&M Funds

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

#### Term

5. This Agreement commences on **April 1, 2023** and terminates on **March 31, 2024** unless terminated in accordance with the provisions of this Agreement.

#### Financial accountability and reporting

6. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.
7. The Recipient shall refund to the GNWT immediately, on receipt of a written request from the GNWT, any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.

#### Quarterly and Final Financial Reports

8. The Recipient shall:
  - (a) on each of July 31, 2023, October 31, 2023, January 31, 2024 and April 30, 2024, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - (a) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and any additional information requested by the GNWT.

#### Accountability Framework and Additional Reporting Information

9. The Recipient shall, by no later than August 31, 2024 complete and submit to MACA the completed Accountability Framework for Community Governments survey form, located on the MACA website at <http://www.maca.gov.nt.ca/en/services/accountability-framework-community-governments>.
10. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.

11. The Recipient shall sign the required Consent to Release Information forms and shall allow the release of information about the Recipient to the Department of Municipal and Community Affairs by the following organizations:
  - (a) Arctic Energy Alliance;
  - (b) Local Government Administrators of the Northwest Territories; and
  - (c) Northwest Territories Association of Community Governments.
12. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the O&M.

#### Withholding or Reduction of Funds

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

#### Confidentiality

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

#### Liability and indemnification

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

## Insurance

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

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

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

## Termination and Amendment

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

## Notices and Addresses

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

if to the GNWT at: Bobby Bourque  
Regional Superintendent  
South Slave Region  
Municipal and Community Affairs  
BOX 127  
FORT SMITH NT X0E 0P0

if to the Recipient at: His Worship Mayor Fred Daniels  
Town of Fort Smith  
BOX 147  
FORT SMITH NT X0E 0P0

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

#### Dispute Resolution

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

#### Severability

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

#### General Terms and Conditions

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

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

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

**SIGNED** on behalf of the Government of the Northwest on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_\_.

\_\_\_\_\_  
Bobby Bourque  
Regional Superintendent, South Slave Region  
Municipal and Community Affairs

**SIGNED** on behalf of the Municipal Corporation on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_\_.

\_\_\_\_\_  
His Worship Mayor Fred Daniels  
Town of Fort Smith

Schedule "A"

Quarterly Report

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



## BRIEFING NOTE

---

**To:** Corporate Services Standing Committee  
**Date:** April 4, 2023  
**Subject:** Funding Agreement - Water and Sewer Subsidy

---

**Purpose:**

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

**Background:**

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

**Analysis:**

In 2022, the total amount of funding received from Municipal and Community Affairs for Water and Sewer Subsidy was \$606,000 and in 2023 we are receiving the same amount.

**Recommendation**

That Council approves the Water and Sewer Subsidy Funding Contribution Agreement with MACA for fiscal year 2023-2024 in the amount of \$606,000.

**CONTRIBUTION AGREEMENT  
WATER AND SEWER SERVICES**

**This Contribution Agreement package includes:**

Contribution Agreement for **Town of Fort Smith**

Schedule "A": Quarterly Report form

**Instructions:**

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

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

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

**CONTRIBUTION AGREEMENT  
WATER AND SEWER SERVICES FUNDING**

**THIS AGREEMENT** made on April 1<sup>st</sup>, 2023

**BETWEEN:**

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

OF THE FIRST PART

**AND:**

**Town of Fort Smith**  
(the "Recipient")

OF THE SECOND PART

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

The Recipient was authorized by Council Motion #. \_\_\_\_\_ dated \_\_\_\_\_ to enter into this Agreement.

The parties agree as follows:

**O&M Funding**

1. If the Recipient has:
  - (a) met all of its duties and obligations under a previous O&M funding agreement and
  - (b) has disclosed all sources of funding, including those received in kind, respecting the WSS, the GNWT shall pay to the Recipient the total amount of Six Hundred and Six Thousand Dollars (\$606,000) (the "WSS Funds") in the amounts and on the dates as follows:

April 1, 2023	\$67,360
May 1, 2023	\$67,330
June 1, 2023	\$67,330
July 1, 2023	\$67,330
August 1, 2023	\$67,330
September 1, 2023	\$67,330
October 1, 2023	\$67,330
November 1, 2023	\$67,330
December 1, 2023	\$67,330

2. The Recipient shall use the WSS funds to assist with the operational costs of providing water and sewer services.

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

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

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

#### Term

5. This Agreement commences on **April 1, 2023** and terminates on **March 31, 2024**, unless terminated in accordance with the provisions of this Agreement.

#### Financial accountability and reporting

6. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.
7. The Recipient shall refund to the GNWT immediately, on receipt of a written request from the GNWT, any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.

#### Quarterly and Final Financial Reports

8. The Recipient shall:
  - (a) on each of July 31, 2023, October 31, 2023, January 31, 2024 and April 30, 2024, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - (a) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and any additional information requested by the GNWT.
9. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
10. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the WSS.

#### Withholding or Reduction of Funds

11. The GNWT may withhold any part of the WSS Funds if, in the GNWT's opinion, the Recipient has not complied with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld WSS Funds when the Recipient is in compliance with this Agreement.

12. The GNWT may deduct from any payment of the WSS Funds or may require repayment of:
- (a) any portion of previous payments of the WSS Funds not accounted for as required by this Agreement;
  - (b) any portion of previous payments of the WSS Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT; and
  - (c) the value, as determined by the GNWT, of WSS unfulfilled obligations of the Recipient which are due at the scheduled time of payment of the WSS Funds.

#### Confidentiality

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

#### Liability and indemnification

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

#### Insurance

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

- vii. Contingent employers liability;
  - viii. Products and completed operations liability\*
  - ix. Contractor's protective liability\* and
  - x. Non-owned automobile liability\*
- \* WHERE APPLICABLE

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

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

**Termination and Amendment**

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

**Notices and Addresses**

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

if sent to the following address:

if to the GNWT at: Bobby Bourque  
 Regional Superintendent  
 South Slave Region  
 Municipal and Community Affairs  
 BOX 127  
 FORT SMITH NT X0E 0P0

if to the Recipient at: His Worship Mayor Fred Daniels  
 Town of Fort Smith  
 BOX 147  
 FORT SMITH NT X0E 0P0

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

### Dispute Resolution

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

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27. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
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signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

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

**SIGNED** on behalf of the Government of the Northwest on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_\_.

\_\_\_\_\_  
Bobby Bourque  
Regional Superintendent, South Slave Region  
Municipal and Community Affairs

**SIGNED** on behalf of the Municipal Corporation on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_\_.

\_\_\_\_\_  
His Worship Mayor Fred Daniels  
Town of Fort Smith

Schedule "A"

Quarterly Report

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



## BRIEFING NOTE

**TO:** Mayor and Council

**DATE:** March 22, 2023

**SUBJECT:** DPA-012-23

**PURPOSE:**

Amy Weber has submitted a Home Occupation Development Application. This application is for operation of Queen of Clean - Cleaning Comp. at the following location:

Lot	Block	Plan	Zone	Civic Address
1381	NA	1760	R1	439 Calder Ave.
or Certificate of Title:			NA	

**BACKGROUND:**

The Property is zoned R1 and a Home Occupation Business is a conditional use in this zone requiring council approval.

**ANALYSIS:**

A Home Occupation Business License application has been received that indicates operations include janitorial, cleaning of commercial and residential space. No foot or vehicle traffic, no sign on property - maybe on vehicle. Cleaning supplies to be stored at work sites.

The Applicant has been advised of the requirement to comply with:

- All Town Bylaws, specifically the Town Zoning, Business License Bylaws and Unsightly Lands Bylaw
- National Building Code, most current.
- National Fire Code, most current; and
- All Federal and Territorial Regulations.

Please see the attached map showing the location of the lot.

**Approval Considerations**

A home occupation business in this zone is conditional. This type of occupation has the potential to create enforcement issues related to unsightly lands bylaw and any part of Bylaw 873 "amended business license bylaw."

Respectfully Submitted,

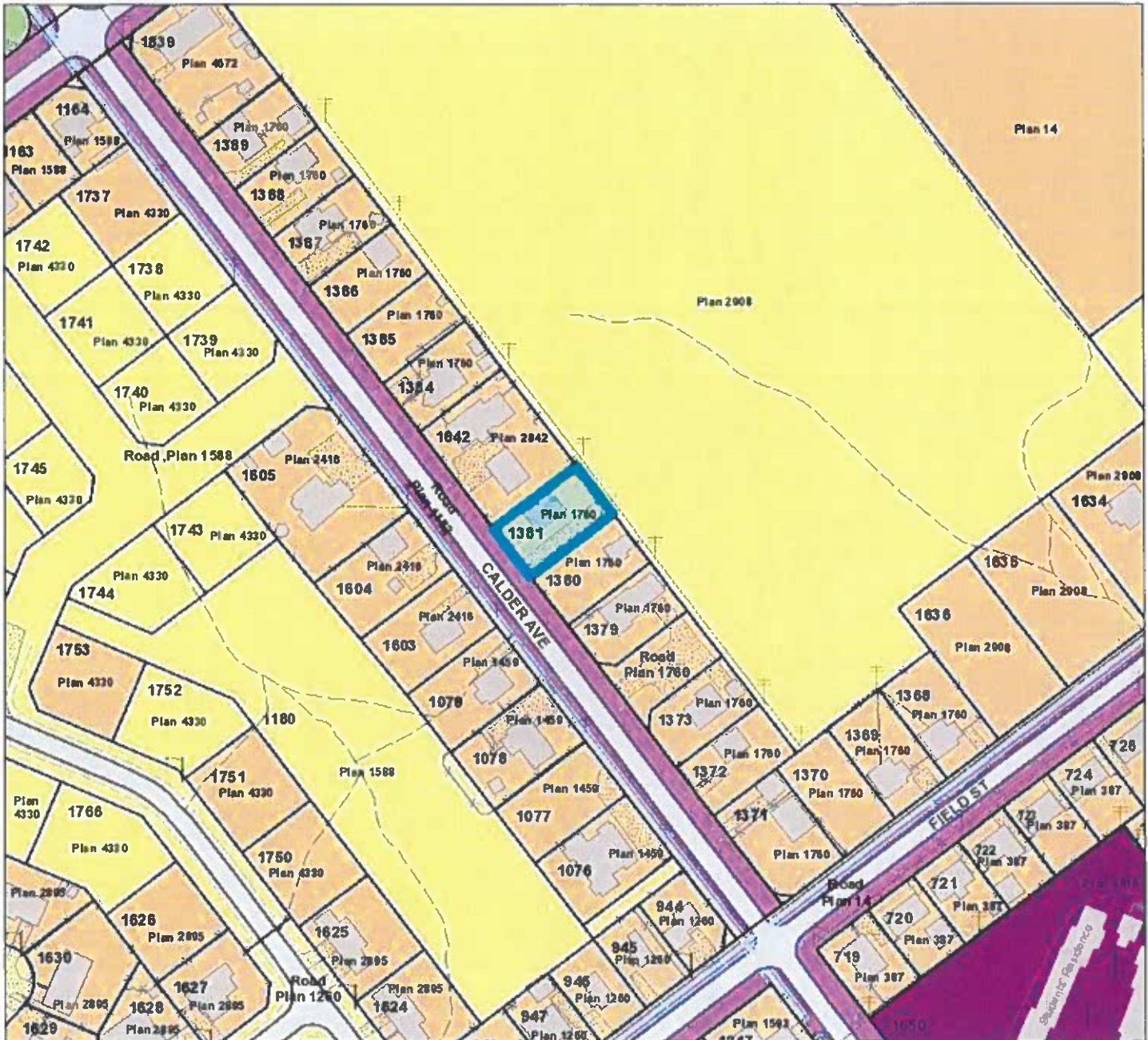
*C. Rajarajewari*  
Development Officer



ATLAS

Government of Northwest Territories

# 439 Calder Ave (DPA-012-23) Home Occupation - Queen of Clean



March 22, 2023

Legend

- |  |                                |  |                                      |
|--|--------------------------------|--|--------------------------------------|
|  | Block Land Transfer Boundaries |  | Municipal Boundaries                 |
|  | Development Areas              |  | Condominium Units                    |
|  | Surveyed Parcels               |  | Building Footprints                  |
|  | Surveyed Easements             |  | Line Approximately 31m from O.H.W.M. |
|  | Suspension Order               |  | Surface Land Withdrawal              |
|  | Tenured Commissioner's Land    |  | Land Application                     |
|  | Land Application               |  | Tenured Territorial Land             |
|  | Federal Land                   |  | Indian Affairs Branch (IAB) Land     |
|  | Commissioner's Land            |  | Territorial Land                     |
|  | Territorial Protected Area     |  | Public Highway                       |
|  | Municipal Land                 |  | Private Land                         |
|  | Salt River Reserve             |  |                                      |

For Amy Weber

Scale 1: 2,000

50 metres



UTM Zone: 12

COPYRIGHT Government of the Northwest Territories,  
Department of Lands.



## THE CORPORATION OF THE TOWN OF FORT SMITH APPLICATION FOR A BUSINESS LICENSE

(REV)  
MAR 21 2017  
COURTESY

As per Town of Fort Smith bylaws if you are applying to operate a home occupation business for the first time an application for development must be filled out as well. Please contact the Town of Fort Smith at (867)872-8400 for additional information.

Date of Application <b>May 21, 2023</b>		New Application <input checked="" type="checkbox"/>	Renewal <input type="checkbox"/>
Name of Applicant <b>Amy Weber</b>		Name of Business <b>Queen of Clean Cleaning Comp.</b>	
Business Street Address <b>439 Calder Ave</b>		Legal Address Lot: _____ Plan: _____	Mailing Address <b>PO Box 956</b>
Phone Number <b>236 256 2728</b>		Fax Number	Do you wish to have your Business information placed on the Town's website? Yes/No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you wish to receive email newsletters from the Town regarding Business, Funding and Economic Development updates? Yes/No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Email Address <b>amyweber2017@gmail.com</b>		Web Page Address	
Type of Business: <b>RESIDENT</b> <input type="checkbox"/> Commercial (located in Town Centre, Highway Commercial, Light Industrial, Heavy Industrial and Institutional Zones or as allowed in Residential Zone as specified in Bylaw (794)) \$100.00 <input checked="" type="checkbox"/> Home Occupation (located in a Residential Zone) \$100.00 Includes telephone/desk operation <input type="checkbox"/> Commercial allowed in residential zone (non-conforming) \$150.00 <input type="checkbox"/> Hawker/Peddler \$150.00 <input type="checkbox"/> Junior Business \$1.00 <input type="checkbox"/> Charitable Purposes no charge		Type of Business: <b>NON-RESIDENT</b> <input type="checkbox"/> Non-resident \$350.00 <input type="checkbox"/> Non-resident Vendor \$50.00 per weekend or up to 2 day event <input type="checkbox"/> Charitable Purposes no charge	
<b>COPY</b>			
<input type="checkbox"/> Change Fee for any license \$50.00		<input type="checkbox"/> Late Fee (if renewal received after February 15) \$38.50	
Particulars of Occupation, Trade, Calling or Business to which this application will apply: <b>PLEASE INDICATE ALL AREAS OF OPERATION</b> <b>Cleaning, homes, office, commercial space</b>			
Date of Commencement (If New or Non-Resident) <b>May 01, 2023.</b>	Date of Termination (If Non-Resident):	Number of Employees Full Time: _____ Part Time: <b>1</b>	

I, \_\_\_\_\_, hereby make application for a license in accordance with the particulars as above stated and certify that the number of persons employed in the said business will be \_\_\_\_\_ (or \_\_\_\_\_ person-years) including owner, and that the necessary verification has been received in accordance with the provisions of the Worker's Compensation Act.

\* Note: We accept applications via email. If you wish to submit this application via email please send to [reception@fortsmith.ca](mailto:reception@fortsmith.ca)

**A Weber**  
Signature of Applicant

**Queen of Clean**  
On Behalf of (Name of Business)

License Approved: \_\_\_\_\_  
Signature of SAO or Development Officer

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



**TOWN OF FORT SMITH**

Post Office Box 147, Northwest Territories, XOE OPO  
Phone: (867) 872-8400 Fax: (867) 872-8401

Application No. PA-012-2023

**FORM A:**

**APPLICATION FOR DEVELOPMENT**



**Applicant Information:**

Name: Amy Weber Interest (if not owner): \_\_\_\_\_  
 Telephone: 236 255 2728 Email: amyweber2017@gmail.com  
 Mailing Address: PO Box 956 FORT SMITH, NT XOE OPO

**Owner Information (if different than applicant):**

Registered Owner's Name: Same  
 Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_

**Property Information:**

Civic Address to be Developed: 439 Calder Ave  
 Zoning: R1 Lot# 1381 Block# — Plan# 1760  
 or Certificate of Title: \_\_\_\_\_  
 Lot Width: \_\_\_\_\_ metres Lot Depth: \_\_\_\_\_ metres Lot Area: \_\_\_\_\_ square metres  
 Type of Lot (check one):  Street Facing  Corner  Interior  Other  
 Existing Use(s) of Property: residential  
 Proposed Use(s) of Property (if applicable): residential/home occupation

Estimated Cost of Project: \$ NA

I hereby make application under the provisions of the Town of Fort Smith Zoning Bylaw 936 for a Development Permit, in accordance with the plans and supporting information submitted herewith and which form a part of this application.

**SIGNATURE:**

Amy Weber  
Applicant's Signature

March 21, 2023  
Date

\_\_\_\_\_  
Owner's Signature (if different than applicant)

\_\_\_\_\_  
Date



# TOWN OF FORT SMITH

Post Office Box 147, Northwest Territories, X0E 0P0  
Phone: (867) 872-8400 Fax: (867) 872-8401

Application No. \_\_\_\_\_

## REQUIRED ITEMS

### PROPOSED DEVELOPMENT(S):

Check all applicable development(s) and submit the completed, corresponding checklist of required items with your application.

- 1. CONSTRUCTION
- 2. EXCAVATION
- 3. RELOCATION
- 4. DEMOLITION
- 5. SIGN
- 6. HOME OCCUPATION

#### 1. CONSTRUCTION:

Proposed Building Dimensions:

Width: \_\_\_\_\_ Length: \_\_\_\_\_ Height: \_\_\_\_\_ Area: \_\_\_\_\_

2 sets of site plans showing:

- Building outlines;
- Legal description
- Yards/Setbacks (front, rear, and side)
- Provisions for off-street loading, parking, and access and egress points (if applicable)
- Provisions for landscaping and drainage

2 sets of floor plans (minimum 1:100 scale)

2 sets of elevations (minimum 1:100 scale)

2 sets of sections (minimum 1:100 scale)

Statement of Uses (on Page 1)

Statement of ownership of land and interest of the applicant therein (on Page 1)

Estimated commencement date \_\_\_\_\_

Estimated completion date \_\_\_\_\_

Proof that documents have been submitted to and reviewed by the Office of the Fire Marshal of the NWT (single-family dwelling units are exempted)



## TOWN OF FORT SMITH

Post Office Box 147, Northwest Territories, X0E 0P0  
Phone: (867) 872-8400 Fax: (867) 872-8401

Application No. \_\_\_\_\_

### 2. PROPOSED EXCAVATION

- Length (in metres) \_\_\_\_\_
- Width (in metres) \_\_\_\_\_
- Depth (in metres) \_\_\_\_\_
- Planned Excavation Start Date \_\_\_\_\_
- Planned Excavation Completion Date \_\_\_\_\_

### 3. PROPOSED RELOCATION

- Type of Building or Structure to be Relocated: \_\_\_\_\_
- From: Lot# \_\_\_\_\_ Block# \_\_\_\_\_ Plan# \_\_\_\_\_
- To: Lot# \_\_\_\_\_ Block# \_\_\_\_\_ Plan# \_\_\_\_\_
- Proposed Route: \_\_\_\_\_  
\_\_\_\_\_
- Planned Date of Move: \_\_\_\_\_

The following **CONDITIONS** apply to the relocation of buildings:

1. An irrevocable letter of credit or security deposit may be required to ensure the completion of any renovations set out as a condition of the approval of the permit.
2. A building shall not be relocated until after a Development Permit for building on the new site, if applicable, is issued.
3. For safety reasons, the applicant is responsible for Northwestel Inc., the NWT Power Corporation, the GNWT Department of Highways, and the Royal Canadian Mounted Police and advising them of the time of the move and the route.
4. The applicant is responsible for any damages which may occur as a result of this relocation.

### 4. PROPOSED DEMOLITION

- Type of Building or Structure to be Demolished: \_\_\_\_\_
- Demolition Methods to be used: \_\_\_\_\_  
\_\_\_\_\_
- Planned Demolition Start Date: \_\_\_\_\_
- Planned Demolition Finish Date: \_\_\_\_\_



**TOWN OF FORT SMITH**

Post Office Box 147, Northwest Territories, X0E 0P0  
Phone: (867) 872-8400 Fax: (867) 872-8401

Application No. \_\_\_\_\_

**5. PROPOSED SIGN**

- Site Plan showing location of sign
- 2 sets of drawings to scale, showing:
  - Sign location
  - Dimensions (Height, Width, and Thickness)
  - Size of letters
  - Projection from building face
  - Height above average ground level at the building face
  - Manner of illumination, animation, or flashing lights (if applicable)
- Message on sign: \_\_\_\_\_
- Installation Contractor: \_\_\_\_\_
- Business License Number: \_\_\_\_\_
- Planned Installation Date: \_\_\_\_\_

**6. HOME OCCUPATION**

- Type of Home Occupation proposed: Cleaning Business
- Business License Number: \_\_\_\_\_
- Does the Home Occupation meet the conditions included in Bylaw 504 "Home Occupation Business Licenses"? Yes
- Is this Home Occupation incidental and subordinate to the residential use? Subordinate
- Does this Home Occupation preserve the character of the residential use? Yes
- Does the home occupation preserve the rights of other residents to quiet enjoyment of the residential neighbourhood? Yes
- Planned commencement date: May 1, 2023



## TOWN OF FORT SMITH

Post Office Box 147, Northwest Territories, X0E 0P0  
Phone: (867) 872-8400 Fax: (867) 872-8401

Application No. \_\_\_\_\_

### PERMISSION FOR DEVELOPMENT

- 1) Each application for a Development Permit **shall** be accompanied by a fee calculated in accordance with the Consolidated Rates and Fees By-law 964 or its successors.
- 2) The Development Officer shall:
  - a) receive, consider and approve applications for a Development Permit for uses listed in Part Seven of the Zoning Bylaw which constitute permitted uses in a zone and comply with the minimum standards for that zone;
  - b) receive and refer with their recommendations to Council (acting as the Development Officer) for its consideration and decision, applications for a Development Permit for uses listed in Part Seven of this Bylaw which constitute conditional uses; and
  - c) receive and refer to Council (acting as the Development Officer) at their discretion any application which, in his opinion should be decided by the Council.
- 3) In making a decision, the Development Officer (or Council acting as the Development Officer) may approve the application unconditionally, or impose conditions considered appropriate and not in conflict with this Bylaw, permanently or for a limited period of time, or refuse the application.
- 4) It is the sole responsibility of property owners to construct and maintain road access between their property line and the traveled portion of the street right-of-way, subject to the Town Zoning Bylaw and engineering standards.
- 5) Any proposed development must be consistent with the regulations, provisions and requirements of the Zoning Bylaw.



## TOWN OF FORT SMITH

Post Office Box 147, Northwest Territories, X0E 0P0  
Phone: (867) 872-8400 Fax: (867) 872-8401

Application No. \_\_\_\_\_

### DEVELOPMENT FEES

as per Schedule "D" of the Consolidated Rates and Fees By-law. Fees subject to applicable taxes.

#### **a) By-law #936 - Zoning**

##### 1. Development Application Fee - based on Project/Contract Costs as follows:

\$0 to \$5,000.00	\$82.50
\$5,001.00 to \$10,000.00	\$165.00
\$10,001.00 to \$20,000.00	\$247.50
\$20,001.00 to \$50,000.00	\$412.50
\$50,001.00 to \$100,000.00	\$577.50
Over \$100,000.00	\$577.50 plus \$5.00 per each \$1,000.00 Over \$100,000.00

##### 2. Amend the Zoning By-law

Application Fee	\$500.00 plus costs for each application
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3. Home Occupation Development Permits	\$165.00
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#### **b) Policy 4.1 - Security Deposits – Relocation Permits**

1. Relocation Permit Fee	\$8.25 each permit
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2. Security Deposit Fee calculation	\$1.65 per square foot of building to be Relocated to maximum of \$10,000.00
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## BRIEFING NOTE

**TO:** Mayor and Council  
**DATE:** March 27, 2023  
**SUBJECT:** DPA-013-23

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**PURPOSE:**

Nilam Ambawalage has submitted a Home Occupation Development Application. This application is for operation of NWT Hospitalities Ltd. at the following location:

Lot	Block	Plan	Zone	Civic Address
1644	NA	2922	R2	24 Woodbison Ave. Unit 8
or Certificate of Title:			NA	

**BACKGROUND:**

The Property is zoned R2 and a Home Occupation Business is a conditional use in this zone requiring council approval.

**ANALYSIS:**

A Home Occupation Business License application has been received that indicates operations include desk operations of a catering business. No increase in foot/vehicle traffic, and no increase in noise. There will be no storage, alterations or construction, and no signage on the property.

The Applicant has been advised of the requirement to comply with:

- All Town Bylaws, specifically the Town Zoning, Business License Bylaws and Unsightly Lands Bylaw
- National Building Code, most current.
- National Fire Code, most current; and
- All Federal and Territorial Regulations.

Please see the attached map showing the location of the lot.

**Approval Considerations**

A home occupation is conditional in this zone. Based on the business operation, there should be no substantial bylaw enforcement issues related to this type of operation.

Respectfully Submitted,

*C. Rjarsjarni*

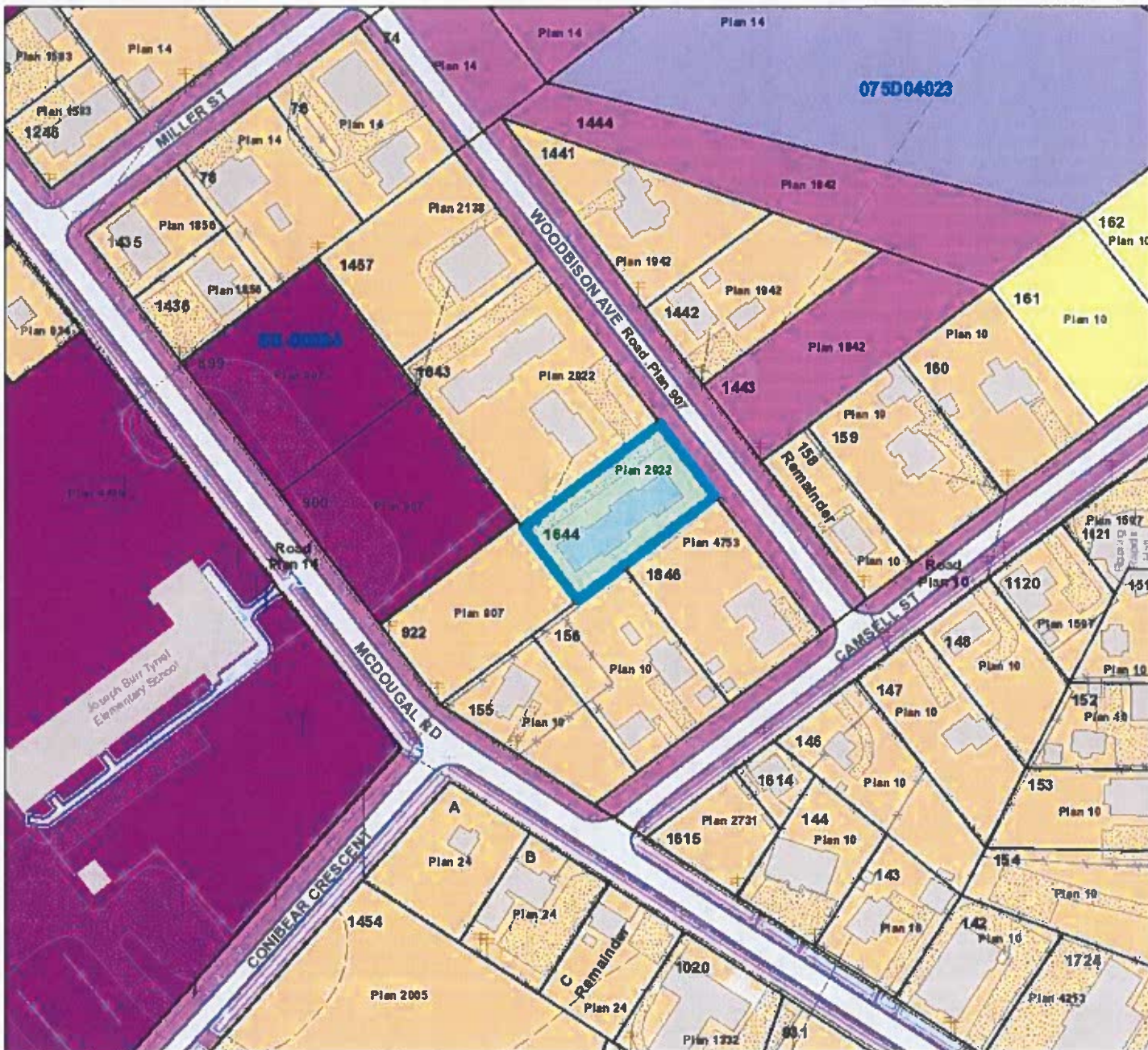
Development Officer



ATLAS

Government of Northwest Territories

# 24 Woodbison Ave Unit 8 (DPA-013-23) Home Occupation - NWT Hospitality Ltd.



March 29, 2023

Legend

- Block Land Transfer Boundaries
- Development Areas
- Surveyed Parcels
- Surveyed Easements
- Suspension Order
- Tenured Commissioner's Land
- Land Application
- Federal Land
- Commissioner's Land
- Territorial Protected Area
- Municipal Land
- Salt River Reserve

- Municipal Boundaries
- Condominium Units
- Building Footprints
- Line Approximately 31m from O.H.W.M.
- Surface Land Withdrawal
- Land Application
- Tenured Territorial Land
- Indian Affairs Branch (IAB) Land
- Territorial Land
- Public Highway
- Private Land

For Nilam Ambawalage

Scale 1: 2,000

50 metres



UTM Zone: 12

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Department of Lands.



## THE CORPORATION OF THE TOWN OF FORT SMITH APPLICATION FOR A BUSINESS LICENSE

As per Town of Fort Smith bylaws if you are applying to operate a home occupation business for the first time an application for development must be filled out as well. Please contact the Town of Fort Smith at (867)872-8400 for additional information.

Date of Application <b>03/23/2023</b>		New Application <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	
Name of Applicant <b>Nilam Ambrose</b>		Name of Business <b>NWT Hosp, &amp; Activities Ltd</b>	
Business Street Address <b>Apt 7 22 Woodbison ave</b>		Legal Address Lot: <b>1644</b> Plan: <b>2922.</b>	Mailing Address <b>PO Box 129 Fort Smith, X0E 0P0</b>
Phone Number <b>780 667 4283</b>		Fax Number	Do you wish to have your Business information placed on the Town's website? Yes/No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Do you wish to receive email newsletters from the Town regarding Business, Funding and Economic Development updates? Yes/No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Email Address <b>nilam_silva@ybro.com</b>		Web Page Address	
<b>Type of Business: RESIDENT</b> <input type="checkbox"/> Commercial (located in Town Centre, Highway Commercial, Light Industrial, Heavy Industrial and Institutional Zones or as allowed in Residential Zone as specified in Bylaw (794)) \$100.00 <input checked="" type="checkbox"/> Home Occupation (located in a Residential Zone) \$100.00 Includes telephone/desk operation <input type="checkbox"/> Commercial allowed in residential zone (non-conforming) \$150.00 <input type="checkbox"/> Hawker/Peddler \$150.00 <input type="checkbox"/> Junior Business \$1.00 <input type="checkbox"/> Charitable Purposes no charge		<b>Type of Business: NON-RESIDENT</b> <input type="checkbox"/> Non-resident \$350.00 <input type="checkbox"/> Non-resident Vendor \$50.00 per weekend or up to 2 day event <input type="checkbox"/> Charitable Purposes no charge	
<b>COPY</b>			
Please Note: Resident business applications after September 1 <sup>st</sup> will cost one half the regular price			
<input type="checkbox"/> Change Fee for any license \$50.00		<input type="checkbox"/> Late Fee (if renewal received after February 15) \$38.50	
Particulars of Occupation, Trade, Calling or Business to which this application will apply: <b>PLEASE INDICATE ALL AREAS OF OPERATION</b> <b>Catering services for any events, functions, celebrations, any cooking</b>			
Date of Commencement (If New or Non-Resident): <b>ASAP.</b>	Date of Termination (If Non Resident): <b>N/A.</b>	Number of Employees Full Time: <b>1</b> Part Time: <b>1</b>	

**Nilam Ambrose**, hereby make application for a license in accordance with the particulars as above stated and certify that the number of persons employed in the said business will be **1** (or \_\_\_\_\_ person-years) including owner, and that the necessary verification has been received in accordance with the provisions of the Worker's Compensation Act

\* Note: We accept applications via email. If you wish to submit this application via email please send to [reception@fortsmth.ca](mailto:reception@fortsmth.ca)

Signature of Applicant

**NWT Hospitalities Ltd.**  
On Behalf of (Name of Business)

License Approved: \_\_\_\_\_  
Signature of SAO or Development Officer

Date: **03/23/2023**

Business Licensing Bylaw 504

Please note: Licenses are not transferable



**TOWN OF FORT SMITH**  
 Post Office Box 147, Northwest Territories, X0E 0P0  
 Phone: (867) 872-8400 Fax: (867) 872-8401

Application No DPA-013-23



FORM A:

**APPLICATION FOR DEVELOPMENT**

**Applicant Information:**

Name: Nilam Ambawalage Interest (if not owner): Renter.  
 Telephone: 780 667 4283 Email: nilam-silva@yahoo.com  
 Mailing Address: P.O. Box: 129 Fort Smith, NT, X0E 0P0

**Owner Information (if different than applicant):**

Registered Owner's Name: Terry Papplestone.  
 Telephone: 867 872 1552 Email: \_\_\_\_\_  
 Mailing Address: Box 1481 Fort Smith, NT X0E 0P0

**Property Information:**

Civic Address to be Developed: Apt 7 27-Woodbison ave.  
 Zoning: R2. Lot# 1644 Block# NA Plan# 2922.  
 or Certificate of Title: NA  
 Lot Width: 32 m metres Lot Depth: 60m metres Lot Area: 1900<sup>2</sup> square metres  
 Type of Lot (check one):  Street Facing  Corner  Interior  Other  
 Existing Use(s) of Property: Multi dwelling residential.  
 Proposed Use(s) of Property (if applicable): Home occupation - Desk.

Estimated Cost of Project: \$ 0

I hereby make application under the provisions of the Town of Fort Smith Zoning Bylaw 936 for a Development Permit, in accordance with the plans and supporting information submitted herewith and which form a part of this application.

**SIGNATURE:**

Applicant's Signature

23/03/2023  
 Date

Owner's Signature (if different than applicant)

23/03/2023  
 Date



**REQUIRED ITEMS**

**PROPOSED DEVELOPMENT(S):**

Check all applicable development(s) and submit the completed, corresponding checklist of required items with your application.

- 1. CONSTRUCTION
- 2. EXCAVATION
- 3. RELOCATION
- 4. DEMOLITION
- 5. SIGN
- 6. HOME OCCUPATION

**1. CONSTRUCTION:**

Proposed Building Dimensions:

Width: \_\_\_\_\_ Length: \_\_\_\_\_ Height: \_\_\_\_\_ Area: \_\_\_\_\_

- 2 sets of site plans showing:
  - Building outlines;
  - Legal description
  - Yards/Setbacks (front, rear, and side)
  - Provisions for off-street loading, parking, and access and egress points (if applicable)
  - Provisions for landscaping and drainage
- 2 sets of floor plans (minimum 1:100 scale)
- 2 sets of elevations (minimum 1:100 scale)
- 2 sets of sections (minimum 1:100 scale)
- Statement of Uses (on Page 1)
- Statement of ownership of land and interest of the applicant therein (on Page 1)
- Estimated commencement date \_\_\_\_\_
- Estimated completion date \_\_\_\_\_
- Proof that documents have been submitted to and reviewed by the Office of the Fire Marshal of the NWT (single-family dwelling units are exempted)



## TOWN OF FORT SMITH

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Application No. \_\_\_\_\_

### 2. PROPOSED EXCAVATION

- Length (in metres) \_\_\_\_\_
- Width (in metres) \_\_\_\_\_
- Depth (in metres) \_\_\_\_\_
- Planned Excavation Start Date \_\_\_\_\_
- Planned Excavation Completion Date \_\_\_\_\_

### 3. PROPOSED RELOCATION

- Type of Building or Structure to be Relocated: \_\_\_\_\_
- From: Lot# \_\_\_\_\_ Block# \_\_\_\_\_ Plan# \_\_\_\_\_
- To: Lot# \_\_\_\_\_ Block# \_\_\_\_\_ Plan# \_\_\_\_\_
- Proposed Route: \_\_\_\_\_  
\_\_\_\_\_
- Planned Date of Move: \_\_\_\_\_

The following **CONDITIONS** apply to the relocation of buildings:

1. An irrevocable letter of credit or security deposit may be required to ensure the completion of any renovations set out as a condition of the approval of the permit.
2. A building shall not be relocated until after a Development Permit for building on the new site, if applicable, is issued.
3. For safety reasons, the applicant is responsible for NorthwesTel Inc., the NWT Power Corporation, the GNWT Department of Highways, and the Royal Canadian Mounted Police and advising them of the time of the move and the route.
4. The applicant is responsible for any damages which may occur as a result of this relocation.

### 4. PROPOSED DEMOLITION

- Type of Building or Structure to be Demolished: \_\_\_\_\_
- Demolition Methods to be used: \_\_\_\_\_  
\_\_\_\_\_
- Planned Demolition Start Date: \_\_\_\_\_
- Planned Demolition Finish Date: \_\_\_\_\_



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Application No. \_\_\_\_\_

## 5. PROPOSED SIGN

- Site Plan showing location of sign
- 2 sets of drawings to scale, showing:
  - Sign location
  - Dimensions (Height, Width, and Thickness)
  - Size of letters
  - Projection from building face
  - Height above average ground level at the building face
  - Manner of illumination, animation, or flashing lights (if applicable)
- Message on sign: \_\_\_\_\_
- Installation Contractor: \_\_\_\_\_
- Business License Number: \_\_\_\_\_
- Planned Installation Date: \_\_\_\_\_

## 6. HOME OCCUPATION

- Type of Home Occupation proposed: Catering off site - Desk operation.
- Business License Number: \_\_\_\_\_
- Does the Home Occupation meet the conditions included in Bylaw 504 "Home Occupation Business Licenses"?
- Is this Home Occupation incidental and subordinate to the residential use?
- Does this Home Occupation preserve the character of the residential use?
- Does the home occupation preserve the rights of other residents to quiet enjoyment of the residential neighbourhood?
- Planned commencement date: ASAP.



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Application No. \_\_\_\_\_

### PERMISSION FOR DEVELOPMENT

- 1) Each application for a Development Permit **shall** be accompanied by a fee calculated in accordance with the Consolidated Rates and Fees By-law 964 or its successors.
- 2) The Development Officer shall:
  - a) receive, consider and approve applications for a Development Permit for uses listed in Part Seven of the Zoning Bylaw which constitute permitted uses in a zone and comply with the minimum standards for that zone;
  - b) receive and refer with their recommendations to Council (acting as the Development Officer) for its consideration and decision, applications for a Development Permit for uses listed in Part Seven of this Bylaw which constitute conditional uses; and
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### DEVELOPMENT FEES

as per Schedule "D" of the Consolidated Rates and Fees By-law. Fees subject to applicable taxes.

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##### 2. Amend the Zoning By-law

Application Fee \$500.00 plus costs for each application

3. Home Occupation Development Permits \$165.00

#### **b) Policy 4.1 - Security Deposits – Relocation Permits**

1. Relocation Permit Fee \$8.25 each permit

2. Security Deposit Fee calculation \$1.65 per square foot of building to be  
Relocated to maximum of \$10,000.00



# TOWN OF FORT SMITH

Post Office Box 147, Northwest Territories, X0E 0P0

## BRIEFING NOTE

To: Mayor and Council

Date: March 28, 2023

Subject: Appeal Zoning Bylaw Order – Intermodal Sea-can in a residential zone.

On March 27, 2023, Jean Soucy filed an appeal of order File# 23-092 to remove an intermodal container. He has requested the town overturn the order to remove the intermodal container.

Under the Zoning Bylaw 936, Section 6.3 (7) a. intermodular containers are not permitted to be used as an accessory building in R1, R2, or RMH zones. Mr. Soucy has requested permission to alter the sea can with roofing and siding to no longer look like a "sea-can".

### Recommendation:

Intermodal containers have been restricted as per the bylaw on other properties throughout the municipality. A similar appeal to modify an intermodal container has been denied. If the decision is made to allow an intermodal container to be used and retrofitted as an accessory building it will be contrary to the bylaw as written. Consideration should be given to section 5.5 "Variances" of the zoning bylaw.

If the decision is made to allow the alteration of an intermodal container specific direction should be given to equitably enforce these requirements. The alteration of an intermodal container to become an accessory building will constitute a development. As such, a development permit will be required including the costs to purchase, ship, and retrofit the accessory building. All requirements of section 6.3 of the zoning bylaw will apply.

Thank you,

**Adam McNab**

Development Officer

March 27, 2023

Cynthia White  
Town of Fort Smith, Senior Administrative Office

**Re: Appeal of storage container in R2 zoning – File #23-092**

Ms. White,

Please accept this formal appeal notice for File #23-092. The Sea Canister that is temporarily used as an accessory building in my back yard which is in contravention with the Town of Fort Smith Zoning Bylaw 936 section 6.3 (7).

I received a response from Raji, Development officer this morning stating that if my remodeling proposals looked anything like a Sea Can it would not be permitted. Recognizing that I am currently in violation of this Bylaw I have proposed several options for consideration to remodel my existing Sea Can. Remodeling in such a way that it would no longer resemble a Sea Canister rather use its structure as a frame to convert it to a back yard garden shed.

The options I provided (See Attached pictures) would address any aesthetic concerns of a visible Sea Can in my yard. Rather a Red Barn, or slated roof with awning could easily be finished c/w covering siding, wooden trusses, roofing, windows, side access door, white fascia and trim.

If the Town agrees I can easily convert to any options, provided I'm allowed a summer constructions season to complete it.

Considering this, I respectfully request to be scheduled for a hearing so that I can properly present my case to Mayor and Council and answer any questions that may arise.

Thank you for taking time to consider my appeal. Please feel free to contact me you should you have any questions.

Patiently awaiting a scheduled hearing date.

Best regards



Jean Soucy  
6 Wapiti St  
Box 1295

Cc; Mayor & Council  
Adam Wiedrick  
Rajarajeswar Cavala



