

AGENDA
TOWN OF INUVIK ~ COMMITTEE OF THE WHOLE AND REGULAR COUNCIL MEETINGS
TO BE HELD ON SEPTEMBER 28 AND 30, 2020
AT 7:00 P.M. via VIDEO CONFERENCE

Item # 1 **CALL TO ORDER**

Item # 2 **ADOPTION OF THE AGENDA**

Item # 3 **DECLARATION OF CONFLICT OF INTEREST OR PECUNIARY INTEREST**

Item # 4 **DELEGATIONS, PRESENTATIONS OR PETITIONS**

4.1 Mayor Natasha Kulikowski ~ Presentation on Behalf of the Canadian Association of Municipal Administrators

Item # 5 **PUBLIC QUESTION PERIOD**

Item # 6 **ADOPTION OF THE MINUTES**

6.1 Minutes of the September 14 and 16, 2020 Council Meetings

Minutes attached. Requires motion to approve.

6.2 Minutes of the September 10, 2020 By-law Review Committee Meeting

Minutes attached. Requires motion to approve.

6.3 Minutes of the September 22, 2020 Public Works Committee Meeting

Minutes attached. Requires motion to approve.

Item # 7 **ACTION ITEMS**

7.1 Action Items List

Document attached.

Item # 8 **NEW BUSINESS**

8.1 RFCD 2020-SAO-068 ~ Request for Closure of Mackenzie Road – Eskimo Inn Demolition

Document attached. Requires motion to approve.

8.2 RFCD 2020-SAO-069 ~ Request for Donation of Space – Kuzuri Judo Club

Document attached. Requires motion to approve.

8.3 RFCD 2020-SAO-070 ~ Proposed Fees & Charges Policy Amendments – Solid Waste Disposal Facility Tipping Fees

Document attached. Requires motion to approve.

8.4 COVID-19 Impact on Town

Item # 9 **BY-LAWS**

9.1 RFCD 2020-SAO-063 ~ Solid Waste Collection By-law 2653/H&S/20

By-law attached. Requires THIRD AND FINAL READING.

9.2 RFCD 2020-SAO-064 ~ By-law 2654/APP/20 - To Appoint a Director of Finance

By-law attached. Requires FIRST AND SECOND READINGS.

9.3 RFCD 2020-SAO-065 ~ Vacant and Derelict Properties By-law 2655/PS/20

By-law attached. Requires FIRST AND SECOND READINGS.

9.4 RFCD 2020-SAO-066 ~ Unsightly Land/Premises By-law 2656/H&S/20

By-law attached. Requires FIRST AND SECOND READINGS.

9.5 RFCD 2020-SAO-067 ~ Water & Sewer Administration, Operations & Management By-law 2657/UTIL/20

By-law attached. Requires FIRST AND SECOND READINGS.

Item # 10 **DEPARTMENT HEAD REPORTS**

10.1 Financial Report

Report attached. Requires motion to adopt.

10.2 Capital Projects Report

Report attached. Requires motion to adopt.

Item # 11 **INFORMATION ITEMS**

11.1 Strategic Priorities Chart

Document attached. For information only.

Item # 12 **COUNCIL CONCERNS**

Item #13 **IN CAMERA ITEMS**

Item # 14 **ADJOURNMENT**

MINUTES
TOWN OF INUVIK ~ COMMITTEE OF THE WHOLE AND REGULAR COUNCIL MEETINGS
HELD ON SEPTEMBER 14 AND 16, 2020
AT 7:00 P.M. via VIDEO CONFERENCE

Present:	<u>Monday</u>	<u>Wednesday</u>
Mayor:	Natasha Kulikowski (video)	Natasha Kulikowski (video)
Deputy Mayor:	Paul MacDonald (video)	Paul MacDonald (video)
Councillors:	Gary McBride (video)	Steven Baryluk (video)
	Alana Mero (phone)	Gary McBride (video)
	Dez Loreen (video)	Alana Mero (phone)
	Ray Solotki (video)	Dez Loreen (video)
	Kurt Wainman (video)	Ray Solotki (video)
	Clarence Wood (video)	Clarence Wood (video)
Absent:	Steven Baryluk (with notice)	Kurt Wainman (with notice)
Staff Present:	Grant Hood, Senior Administrative Officer (both meetings) Stephanie Sutton, Council Administrator (both meetings) Lise Saumur, Director of Community Services (both meetings) Jackie Challis, Director of Tourism & Economic Development (both meetings) Aaron Waighorn, Municipal Enforcement Peace Officer (both meetings) Cyndy Hammond, Director of Protective Services (on Monday)	
Others Present:	Cpl Paul Howlett, RCMP (on Monday) Abdalla Mohamed, United Taxi Ltd. (on Monday)	

Item # 1

CALL TO ORDER

Mayor Kulikowski called the committee of the whole meeting to order at 7:02 p.m. and the regular council meeting to order at 7:01 p.m.

Item # 2

ADOPTION OF THE AGENDA

Moved by Councillor Loreen, seconded by Councillor Wood:

MOTION: 166/09/20 “THAT Inuvik Town Council hereby adopts the agenda as presented.”

Motion **CARRIED**.

Item # 3

DECLARATION OF CONFLICT OF INTEREST OR PECUNIARY INTEREST

Conflicts of interest were declared on the following items:

Mayor Kulikowski – Item 8.2

Councillor Wainman – Item 8.3

Councillors Wood and McBride – Item 8.4

MINUTES

Inuvik Town Council Meetings
September 14 and 16, 2020

Item # 4 **DELEGATIONS, PRESENTATIONS OR PETITIONS**

4.1 RCMP Report

Cpl Howlett gave an overview of the report.

Item # 5 **PUBLIC QUESTION PERIOD**

There were no questions.

Item # 6 **ADOPTION OF THE MINUTES**

6.1 Minutes of the August 10 and 12, 2020 Council Meetings

Moved by Councillor Wood, seconded by Councillor McBride:

MOTION: 167/09/20 “THAT Inuvik Town Council hereby adopts the minutes of the August 10 and 12, 2020 council meetings as presented.”

Motion **CARRIED**.

Item # 7 **ACTION ITEMS**

7.1 Action Items List

Councillor Wood inquired if Administration had made any progress with developing guidelines for requests to vary tipping fees. SAO Hood advised that some discussion had taken place internally.

Councillor Wood inquired if Administration had considered breaking the Chief Jim Koe Park visitor centre/Arctic Market building project down into smaller parts to make it easier for local contractors to get involved. SAO Hood advised that some discussion had taken place internally, however, because the one bid submitted came in over budget, staff would be meeting to consider options and next steps.

Item # 8 **NEW BUSINESS**8.1 RFCD 2020-SAO-058 ~ 2020 Community Beautification Contest Results

Moved by Councillor Loreen, seconded by Councillor McBride:

MOTION: 168/09/20 **“THAT Inuvik Town Council hereby awards the winners of the Town of Inuvik Community Beautification Contest as follows:**

Winner’s Circle – Residential – \$ 325.00 – Kelcy McDonald, 26 Raven Street

First Place – Commercial/Organization – \$ 325.00 – Arctic Chalet

Second Place – Commercial/Organization - \$ 225.00 – King’s Road

Third Place – Commercial/Organization - \$ 125.00 – Lighthouse Church

First Place – Residential – \$ 325.00 – Bev Garven – 21 Ruyant Crescent

Second Place – Residential – \$ 225.00 – Karen Lange – 5-7 Ruyant Crescent

Third Place – Residential – \$ 125.00 – Mary McRae – 34 Centennial Street.”

Motion **CARRIED**.

8.2 RFCD 2020-SAO-060 ~ Fees and Charges Policy Amendments

Mayor Kulikowski declared conflict and went offline during both meetings. Deputy Mayor MacDonald assumed the chair.

Moved by Councillor Wood, seconded by Councillor Mero:

MOTION: 169/09/20 **“THAT Inuvik Town Council hereby adopts the amended Fees and Charges Policy FM.021 Schedule A as presented.”**

Motion **CARRIED**.

Mayor Kulikowski rejoined the meeting and assumed the chair.

8.3 RFCD 2020-SAO-061 ~ Waiving of Tipping Fees for Fire Debris, 85 Wolverine

On Monday, Councillor Wainman declared conflict and went offline during discussion on Monday.

Moved by Councillor Wood, seconded by Deputy Mayor MacDonald:

MOTION: 170/09/20 **“THAT Inuvik Town Council hereby approves waiving the tipping fees for debris resulting from the August 29, 2020 fire at 85 Wolverine Road.”**

Motion **CARRIED**.

Councillor Wainman rejoined the meeting on Monday.

8.4 RFCD 2020-SAO-062 ~ Taxi Driver Request for Reinstatement of Taxi Permit

Councillors Wood and McBride declared conflict and went offline during both meetings.

Moved by Deputy Mayor MacDonald, seconded by Councillor Loreen:

MOTION: 171/09/20 “THAT Inuvik Town Council hereby upholds the appeal of the transfer of the Owner/Operator Permit for Taxi #21 to Mr. Salah Eldin Abd Mohamed allowing Mr. Mohamed to obtain the required permit.”

Motion **DEFEATED**.

Councillors Wood and McBride rejoined the meeting.

Item # 9 **BY-LAWS**

9.1 RFCD 2020-SAO-059 ~ Solid Waste Collection By-law 2653/H&S/20

Moved by Deputy Mayor MacDonald, seconded by Councillor Baryluk:

MOTION: 172/09/20 “THAT Inuvik Town Council hereby gives **FIRST READING** to By-law 2653/H&S/20, the solid waste collection by-law.”

Motion **CARRIED**.

Moved by Councillor McBride, seconded by Councillor Baryluk:

MOTION: 173/09/20 “THAT Inuvik Town Council hereby gives **SECOND READING** to By-law 2653/H&S/20, the solid waste collection by-law.”

Motion **CARRIED**.

Item # 10 **DEPARTMENT HEAD REPORTS**

10.1 Public Works Report

Council noted the report. There were no comments, questions, or concerns.

10.2 Planning & Development Report

Council noted the report. There were no comments, questions, or concerns.

10.3 Community Services Report

Council noted the report. Councillor Baryluk inquired about an estimated reopening date for the pool. SAO Hood stated that the pool would remain closed for the foreseeable future given the public health order and informed Council that foam jacking and other repairs were being done. Councillor Baryluk inquired if there would be an opportunity to seek an exemption to open under Phase 2 of the public health order. SAO Hood stated that he would look into what the City of Yellowknife's plans were for its pool.

10.4 Economic Development & Tourism Report

Council noted the report. There were no comments, questions, or concerns.

10.5 Senior Administrative Officer Report

Council noted the report. There were no comments, questions, or concerns.

10.6 Protective Services Report

Council noted the report. There were no comments, questions, or concerns.

Moved by Councillor Solotki, seconded by Councillor Loreen:

MOTION: 174/09/20 "THAT Inuvik Town Council hereby adopts the following staff reports as presented: Item 10.1 ~ Public Works; Item 10.2 ~ Planning and Development; Item 10.3 ~ Community Services; Item 10.4 ~ Economic Development & Tourism; Item 10.5 ~ Senior Administrative Officer; and Item 10.6 ~ Protective Services."

Motion **CARRIED**.

Item # 11 **INFORMATION ITEMS**11.1 Strategic Priorities Chart

For information only.

Item # 12 **COUNCIL CONCERNS**

Councillor Wood requested enforcement of mini-bikes and a golf cart operating on Town streets. It was also mentioned there were areas on Gwich'in Road where brush was impeding visibility.

Deputy Mayor MacDonald stated that although the issue had been raised, nothing had yet been done to curb parties being held at the former OPS military base on Navy Road. He suggested that the Town put up barriers to prevent vehicle access to the site.

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Councillor Solotki stated that notices were not put out about the fitness centre being closed on the Labour Day holiday. Deputy Mayor MacDonald stated that consideration should be given to having the fitness centre available for appointments on statutory holidays.

Councillor Loreen commended Town staff on activities and programming held over the summer.

Item #13

IN CAMERA ITEMS

There were no items to be discussed in camera.

Item # 14

ADJOURNMENT

The committee of the whole meeting adjourned at 7:49 p.m.

Moved by Councillor Solotki:

MOTION: 175/09/20 “THAT the regular council meeting be adjourned at 7:15 p.m.”

MINUTES
BY-LAW REVIEW COMMITTEE
HELD ON THURSDAY, SEPTEMBER 10, 2020
AT 9:00 A.M. IN TOWN COUNCIL CHAMBERS

Present: Mayor Natasha Kulikowski (phone)
Councillor Clarence Wood
Councillor Ray Solotki
SAO Grant Hood
Stephanie Sutton
Cyndy Hammond
Rick Campbell

Alyssa Holland, Lawson Lundell (phone)

Absent: Councillor Dez Loreen, with notice

Item #1 CALL TO ORDER

The meeting was called to order at 9:05 a.m.

Item #2 DECLARATION OF CONFLICT OF INTEREST OR PECUNIARY INTEREST

There were no declarations of conflict of interest or pecuniary interest.

Item #3 BY-LAWS

3.1 Final Review of Proposed Solid Waste Collection By-law

The by-law was reviewed, and amendments were made to the schedule of specified penalties. The committee recommended that the by-law be brought forward to Council for approval.

3.2 Proposed Updated Vacant and Derelict Property By-law

The by-law was reviewed, and amendments were made to the schedule of specified penalties. The committee recommended that the by-law be brought forward to Council for approval.

3.3 Proposed Updated Unsightly Land and Premises By-law

The by-law was reviewed, and amendments were made to the schedule of specified penalties and definitions. The committee recommended that the by-law be brought forward to Council for approval.

MINUTES

*By-law Review Committee Meeting
September 10, 2020*

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3.4 Proposed Updated Water and Sewer Administration, Management & Operations By-law

The by-law was reviewed. Cyndy and Rick will meet separately to set the specified penalties. Cyndy recommended a public education campaign prior to beginning strict enforcement of the by-law's provisions. It was mentioned that house numbering in the community is inconsistent. Fire hydrants will also require new paint. Rick mentioned that a hydrant location map is being developed.

The by-law was deferred to allow time to set specified penalties.

Item #4 **NEXT MEETING DATE** – Thursday, November 12, 2020 at 9:00 a.m.

Item #5 **ADJOURNMENT**

The meeting adjourned at 9:50 a.m.

MINUTES

PUBLIC WORKS COMMITTEE

Held on Tuesday, September 22, 2020

At 12:00 P.M. in Council Chambers

Present: Mayor Natasha Kulikowski
Councillor Steven Baryluk
Councillor Clarence Wood

Grant Hood – SAO
Rick Campbell – Director of Public Services
Kecil Joseph - PSA

Absent: Deputy Mayor Paul MacDonald (with notice)

Item #1 CALL TO ORDER

Meeting called to order at 12:01 PM.

Item #2 DECLARATION OF CONFLICT OF INTEREST OR PECUNIARY INTEREST

There were no declarations.

Item #3 ITEMS FOR DISCUSSION

3.1. Utilidor Update

SAO reiterated that we cancelled the project for this year, due to COVID affecting the material suppliers. However, we plan on getting the tender out this year. He noted next year's project will be much larger.

3.2. SCADA System Update

SAO Hood informed the committee that we budgeted to have the SCADA system installed this year and that the project is progressing along well. He noted that we plan to have the project completed by the end of the year.

3.3. Pool Update

SAO Hood provided the committee with an update on the foam jacking taking place at the pool. He noted that we have had to resolve several issues, but we are continuing with the process. Once completed, we

will be moving to see what pipes were affected by the foam jacking and having them repaired.

3.4. Tipping Fees Update

SAO Hood provided the committee with a printout of the proposed tipping fee changes. He mentioned that the staff met yesterday and came up with a formula that he believes is fair and ensures the town maintains our revenues.

3.5. Sidewalk Update

Mayor Kulikowski asked about the sidewalk project and we have put out the tender and received one bid. However due to difficulty in securing cement, we will be doing this project in 2021.

Item #4

ADJOURNMENT

The meeting was adjourned at 12:45 PM.

ACTION ITEMS

SEPTEMBER 28 AND 28, 2020 COUNCIL MEETINGS

No.	ITEM	REQUIRED ACTION		ACTION TAKEN / ANTICIPATED COMPLETION DATE
1.	Increase Fitness Centre Hours	Staffing to allow for appointments on statutory holidays Advertise closures ahead of time		October 1, 2020. Decision has been made to open on Statutory holidays except Christmas and Boxing Day
2.	Rec Programming Community Survey	Community Services to create and initiate a survey seeking input into community recreation programming		October 15, 2020
3.	Chief Jim Koe Park Redevelopment Visitor Centre/Arctic Market Building	<ul style="list-style-type: none"> • Budget • Scope • Site preparation • Functionality 	<ul style="list-style-type: none"> • Community needs • Facility security • Building design details 	Tender had one submission that was substantially over budget amount. A review of the next steps to be taken in September and early October.
	Chief Jim Koe Park Redevelopment Performance Pavilion	<ul style="list-style-type: none"> • Site preparation & installment • Access to park during construction • Demolition/repurposing of Kiosk • Demolition of existing stage 		Equipment eith already in Inuvik or being shipped for installation this fall. Update provided at August 10 & 12 council mtgs
4.	Tourism Gateway Sign	Award contract for fabrication and installation		Tender closed and submissions were higher than anticipated. Review is under way regarding options.
5.	Smoking Outside of MSC	<ul style="list-style-type: none"> • Enforcement of distance from entrance(s) • Investigate no smoking options • Smoking shelter 		While the facility is closed, we are looking at our options but it will be at least a month due to personnel being deployed elsewhere during COVID-19 operations.
6.	Gym Passes	Ability to issue passes on a per use rather than per term basis		TBD
7.	Guidelines for Request to Vary Dumping Fees	Administration to develop guidelines for requests to vary dumping fees		Revised fees to be presented to Council September 28/30
8.	Dumping Fees	Administration to provide advice on impact of charging by weight vs. per load		Revised fees to be presented to Council September 28/30
9.	Breynat Road Redevelopment	Present design work done to date to Council		Target date: presentation to Council deferred indefinitely due to work restrictions in place

ACTION ITEMS

SEPTEMBER 28 AND 28, 2020 COUNCIL MEETINGS

		Discuss alternatives/prevent U-turns into Aurora College residence roadway to avoid left-hand turn out of school onto Breynat Road	
10.	Address public intoxication	<ul style="list-style-type: none"> • Meet with homeless and warming shelter boards • Council to discuss lease renewal for the building 	Lease sent to Warming Shelter
11.	Signage at the dock promoting wearing of PFDs	Public Works to determine costs, options, order/post signs, community notices about wearing PFDs at boat launch and social media/website	Completed
12.	Peggy Curtis Ball & Soccer Field Replacement	GNWT Infrastructure has advised that they are still planning to proceed with construction this year. GNWT has hired AECOM to assist with project. AECOM is who we had used when looking at the development.	
13.	Ski Club Lease	Final documents need to be signed by Ski Club as the original ones submitted were not accepted.	

REQUEST FOR COUNCIL DECISION – DONATIONS

Meeting Dates: September 28 and 30, 2020

RFCD #: 2020-SAO-068

TOPIC

Request for Road Closure

BACKGROUND

The Town has received a request from the Mackenzie Delta Hotel Group to close Mackenzie Road from Friday October 2 to Monday October 5. The closure is a result of the demolition of the Eskimo Inn. The closure would be anticipated to take place between the hours of 8:00 AM and 6:00 PM each day. Due to the placement of the utilidor system, the debris must be taken away using the Mackenzie Road access.

FINANCIAL IMPLICATIONS

At this time there would no be a financial impact from the closure other than the tipping fees collected. It is anticipated that any erection of barriers would be the responsibility of the contractor and not Town staff.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

This item is not on the strategic priorities plan or chart.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

The *Cities, Towns and Villages Act* s. 88 (2) states: “A municipal corporation may, by resolution, temporarily close a highway for a fixed period of time.” In addition, s. 88 (6) of the *Act* also mentions public notice of the closure: “If a municipal corporation closes a highway, it shall give public notice of the closure and cause signs or signal devices to be erected to warn traffic of the closure”.

Under the *Motor Vehicles Act* a highway is defined as:

"highway" means a road, place, bridge or structure, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage of vehicles and includes

(a) a privately or publicly owned area that is designed and primarily used for the parking of vehicles, other than the driveway of a private dwelling,

(b) where a plan of survey or other instrument establishes a highway, the area between the boundary lines of the highway as shown on the plan of survey or instrument,

(c) a sidewalk, pathway, ditch or shoulder adjacent to and on either side of the travelled portion of the road or place and the area between the sidewalk, pathway, ditch or shoulder and the travelled portion of the road or place, and

(d) a road on a frozen body of water or water course or a road that can be used for only a portion of a year

The Hotel group has requested that the whole road be closed for safety considerations. They have been in contact with neighbouring property owners and the Town is not aware of any objection by them.

REQUEST FOR COUNCIL DECISION – DONATIONS

There will be security staff on site during the demolition and the area will be fenced off and the fences moved off the road at the end of each day to allow for traffic flow. There will be wind monitoring in place as well as a requirement from ENR and WSCC with regards to air quality monitoring. The Town will designate that incoming (empty) vehicles coming to pick up the demolition debris would enter via Mackenzie Road to Veteran's Way to Franklin Road to Millen Street and then onto Mackenzie Road. Vehicles carrying the debris from the site would leave the site and use Mackenzie Road to Airport Road and then to the Solid Waste Facility.

It is anticipated that the actual demolition of the building will take place on October 2 and the debris hauling on subsequent days. The estimated number of loads would be between 75 – 100 based on the actual amount as a result of the backside of the building demolition. It should be noted that while Council had approved a reduction in tipping fees for the project, the Hotel Group has decided to pay the regular fee.

OPTIONS

Council has three options:

1. Deny the request. This can be done by defeating any of the motions.
2. Approve the request as presented by the requester based on information provided.
3. Approve the request with a variation to the request such as the hours of the closure.

RECOMMENDATION

Council motion options are:

Option 2: "THAT Inuvik Town Council hereby approves the closure of Mackenzie Road between the hours of 8:00 AM and 6:00 PM for removal of Eskimo Inn demolition debris for a period of no more than 4 consecutive days with two of the days being a Saturday and Sunday."

Option 3: "THAT Inuvik Town Council hereby approves the closure of Mackenzie Road between the hours of X:00 AM and X:00 PM for removal of Eskimo Inn demolition debris for a period of no more than 4 consecutive days with two of the days being a Saturday and Sunday."

Signature – SAO

Arctic Restoration Corp.

P.O. Box 1813 Inuvik, NT X0E 0T0 ph. 867 777 2861 ext 102 fax 867 777 3319

Email: mack@northwestel.net

September 1, 2020

Marc Lefebvre
Safety Officer, WSCC

Re: Project Clarification Letter, APN Number 2020-AP-0049

In response to your letter and our subsequent conversations, I submit the following:

Removal procedures – Material will be removed by excavator and placed in waiting end dumps for transportation to the Inuvik Solid Waste Facility. A water truck will be on site to wet material with a fan spray to control dust. See attached site plan identifying work locations.

Hazard Assessment documentation – All workers will undergo Asbestos Training prior to commencement. Pre demolition and day end tail gate meetings will be conducted to identify, assess and plan for further work.

Air Monitoring procedures – further to the procedures outlined in the initial submission, air quality monitoring will be conducted on three sides of work site (see site plan). The initial air speed threshold of 20km/h will be reduced to 10km/h as measured by onsite anemometer.

Additional Measures – As discussed, a pre demolition meeting with the Town of Inuvik, ENR, WSCC and myself will be scheduled to identify and address concerns. Partition walls constructed of temporary fencing and plywood will be placed to protect the public (see site plan)

Please contact me if you require further information.

Regards,

Vince Brown

867 678 5671



TOWN OF INUVIK

Box 1160, #2 Fifth Street, Inuvik NT, X0E 0T0
Phone: (867) 777-8600 Fax: (867) 777-8601

Application No. _____

Permit Fee. \$ _____

DEMOLITION

8.1

FORM 'A'

APPLICATION FOR A DEVELOPMENT PERMIT

Applicant Information (Please Print):

Name: VINCE BROWN Interest (if not owner): NA

Telephone: 867 678 5671 Email: mack@northwestel.net

Mailing Address: P.O. Box 1813 IK, NT X0E 0T0

Owner Information (if different than applicant):

Registered Owner's Name: MACKENZIE DELTA HOTEL GROUP LTD.

Telephone: _____ Email: _____

Mailing Address: _____

If the applicant is not the registered owner of the property, please submit a letter from the registered owner granting you permission to use the property for the intended use.

Property Information:

Address of Property to be Developed: 129 MACKENZIE ROAD.

Zoning: _____ Lot# 13-20 Block# 22 Plan# 228 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: UNOCCUPIED BUILDING

Proposed Use(s) of Property: VACANT LOT.

PROPOSED DEVELOPMENT(S):

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

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> 1. LAND DEVELOPMENT | <input type="checkbox"/> 2. CONSTRUCTION | <input type="checkbox"/> 3. EXCAVATION | <input type="checkbox"/> 4. ACCESSORY USE |
| <input type="checkbox"/> 5. PORCHES AND DECKS | <input type="checkbox"/> 6. FENCE | <input type="checkbox"/> 7. RELOCATION | <input checked="" type="checkbox"/> 8. DEMOLITION |
| <input type="checkbox"/> 9. SIGN | <input type="checkbox"/> 10. HOME OCCUPATION | <input type="checkbox"/> 11. VARIANCE | |

Estimated Cost of Project: \$ 30,000

I hereby make application under the provisions of the Zoning By-law (#2583/P+D/15) for a Development Permit in accordance with the supporting information submitted herewith and which form part of this application.

SIGNATURE:

Applicant's Signature

SEPT 11, 2020
Date

Owner's Signature (if different than applicant)

Date



TOWN OF INUVIK

Box 1160, #2 Firth Street, Inuvik NT, X0E 0T0
Phone: (867) 777-8600 Fax: (867) 777-8601

Application No. _____

8. PROPOSED DEMOLITION

☐ Type of Building or Structure to be Demolished: VACANT HOTEL

☐ Demolition Methods to be Used: (describe here or attach description)

SEE ATTACHED WORK PROCEDURES.

☐ Proof that all applicable regulatory authorities have been advised of the proposed demolition, and have received and reviewed any required safety plans.

SEE ATTACHED COMMENCEMENT LETTER

☐ Planned Demolition Start Date: SEPT 26, 2020

☐ Planned Demolition Finish Date: SEPT 30, 2020

☐ Development Application Fee (enter amount) _____

Application for Development Application

Eskimo Inn Demolition

Work Procedures

Arctic Restoration Corporation (ARC) and E. Gruben's Transport (EGT) will conduct the demolition and removal of the Eskimo Inn (Building) will be performed mechanically following Low Risk Procedures as described in the WSCC Asbestos Abatement Codes of Practice.

The ACM identified within the Building is Chrysotile of less than 5% which is located within the drywall mud compound on the joints of the drywall sheeting in the ceilings and walls. This material is covered by several layers of paint and well adhered to the drywall. Separating this mud from the drywall will be quite difficult and could present unnecessary exposure to workers that attempt to do so.

Demolition by mechanical means will place the workers at far less risk than separation and removal of the ACM manually.

All procedures involved will follow four principles:

1. Isolate the work area
2. Protect the workers
3. Minimize the release of asbestos fibres
4. Ensure adequate cleanup and decontamination

The work area is located facing Mackenzie Road on downtown Inuvik, and the back side of the work area is more than 30 metres from the property line. Barricades will be set up to close off the work area approximately 30 metres from the building on the front and back. Signs will be placed stating the following:

"Danger", "Asbestos", "Authorized Personnel Only "

In conjunction with the Town of Inuvik, personnel will be placed at key locations to prevent access by all but authorized personnel.

All workers allowed within the perimeter of the work area will have asbestos worker and awareness training.

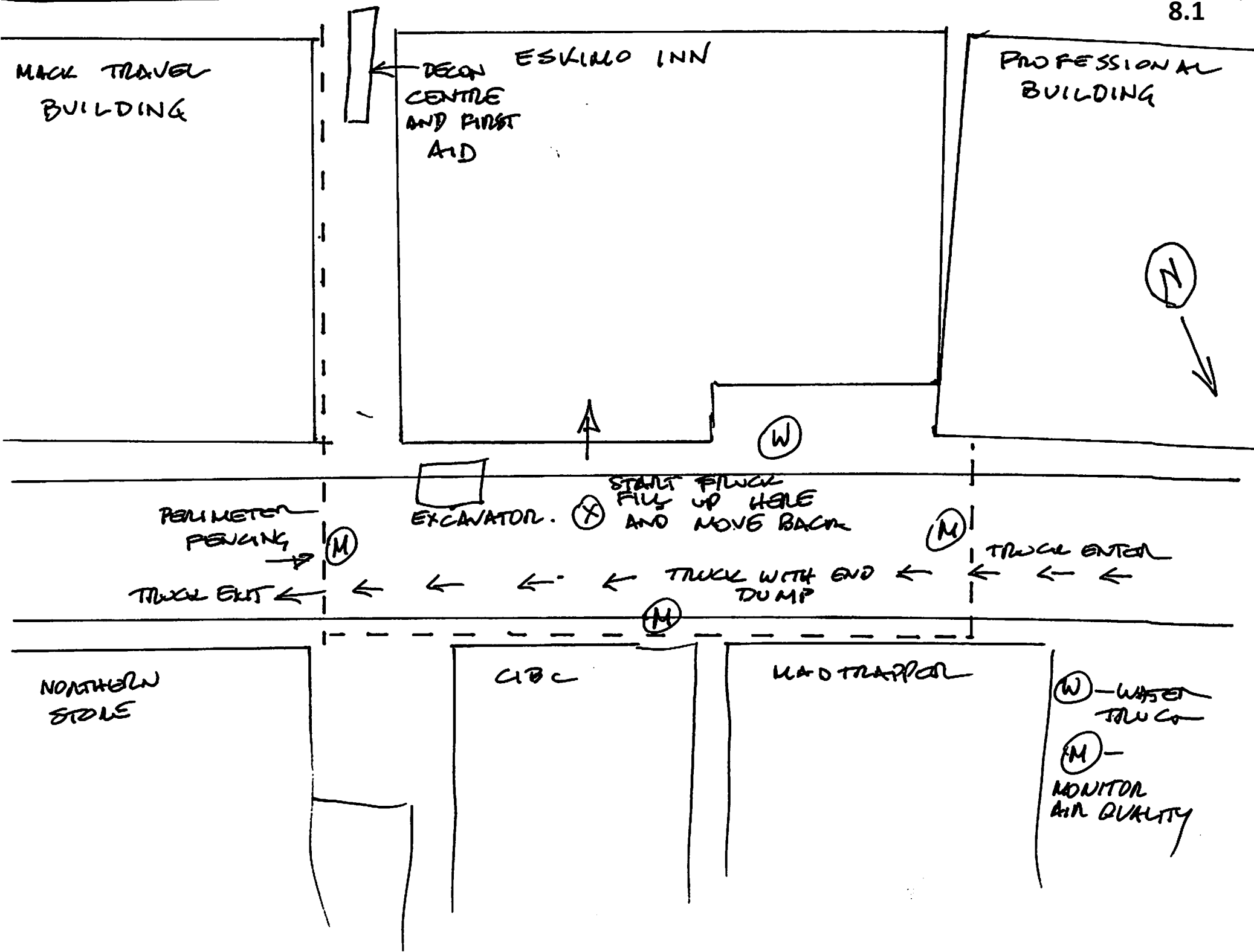
Workers involved within the perimeter will be protected with disposable coveralls, rubber steel toe boots, and fit tested half masks equipped with P100 cartridges. Workers most likely to have exposure to ACM will also wear personal monitoring devices to ensure safe exposure levels over the course of the work.

Mechanical demolition will be carried out as follows: An excavator will dismantle the building and place material within a designated area. A loader will piece the material within the waiting end dump. Workers will ensure the material in the end dump is secure and ready for transport. The end dump will be covered up to haul the material for burial at the designated location within the Inuvik Solid Waste Facility. If wind speeds exceed 20km/h. work will be halted and debris secured until wind speeds slow to

below that level. If there is visible contamination on the ground outside the designated loading area, it will be cleaned up immediately by workers. A skid steer loader will be on site to assist with this. End dumps will meet dangerous goods requirements. All transported goods will be logged and recorded with a Movement Document from the NWT Department of Natural Resources.

A decontamination centre will be set up at the work location where workers can wash their hands, faces, and equipment. A sealable container will be at the decontamination centre to package used coveralls, cartridges and discarded clothing. All workers must decontaminate before leaving the work site.

Air quality monitoring, technical support and site ACM training will be performed by Kurt Kure, P Eng. Personal occupational air sample will be collected from the excavator and loader operators and a site labourer each work day. An air sample will also be collected on the downwind side from the loading area and active demolition zones. If any result of the perimeter monitoring exceeds 0.1 fibres per cubic centimeter within the work area or 10% of the OEL at the work area perimeter, work will be halted pending work procedure re-evaluation. Air sample results will be ready for review before the start of work the following day.



REQUEST FOR COUNCIL DECISION – DONATIONS

Meeting Dates: September 28 and 30, 2020

RFCD #: 2020-SAO-069

TOPIC

Request for Donation of Space at the Midnight Sun Complex

BACKGROUND

The Town has received a request from the Kuzuri Judo Club to use the Community Hall at the MSC free of charge. In their proposal, they are asking to use the hall on Wednesdays from 6:00 p.m. until 10:00 p.m. and on Sunday afternoons from 2:00 p.m. until 6:00 p.m. They are also requesting storage space for their mats and equipment.

FINANCIAL IMPLICATIONS

Earlier this month, because of the lack of availability of the East 3 School gym, our fees and charges were changed to a flat rate of \$25 per hour for youth organization programs. Based on the request of 8 hours per week for 20 weeks, this would be a loss of \$4,000 in revenue. There could also be a loss of revenue due to the facility being not available to rent during the requested days and times.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

This item is not on the strategic priorities plan or chart.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

Under the GNWT Emerging Wisely Plan, indoor martial arts are allowable under the current Phase 2 with the following mitigation measures:

- **Physical Distancing:** No contact. Training without sparring. Space and time distancing. No spectators unless physically distancing and total gathering 25 or less. Physical distancing on sidelines / while not playing.
- **Engineered Controls:** Physical barriers.
- **Administrative Controls:** Exclude sick/self-isolation/those who have travelled out of territory in the past 14 days. No uniform/equipment sharing. No shared beverages.

The request notes that while using the school facility, the club did not have to pay any user fees as the head of the club is a teacher. They note that the fees they currently charge are to cover the insurance costs of the participants. It does not speak to any liability costs or how the Town would be protected from liability. Administration has reached out to our insurance advisors about this.

Another complicating factor is the intention of Council to resume in-person meetings using the Community Hall. This would interfere with the request to use the hall during those nights. There is a possibility of the Council meetings being held in the Community Lounge.

REQUEST FOR COUNCIL DECISION – DONATIONS

While we are currently experiencing difficult times, we are still able to rent the Community Hall but it may no longer be available on a Wednesday due to required cleaning and switch overs where we would not have time to complete by the 6:00 PM start time. This may also affect Sunday rentals. Administration has reached out to the organizers and they are looking into possible changes to the Wednesday date or only using Sundays.

Currently, we do not have proper storage space for the judo club's equipment. It was suggested to use the canteen in the Community Hall but there is always the possibility of it being used should we have an allowed rental under the current Public Health Order.

It should also be noted that other groups impacted by the gym closure may ask for the same treatment.

OPTIONS

Council has three options:

1. Deny the request. This can be done by defeating any of the motions.
2. Approve the request as presented by the requester based on information provided.
3. Approve the request with a variation to the request such as the dates and times.

RECOMMENDATION

Council motion options are:

Option 2: **"THAT Inuvik Town Council hereby waives the rental fee for use of the Midnight Sun Complex Community Hall by the Kuzuri Judo Club between the hours of 6:00 p.m. and 10:00 p.m. on Wednesdays and between the hours of 2:00 p.m. and 6:00 p.m. on Sundays."**

Option 3A: **"THAT Inuvik Town Council hereby waives the rental fee for use of the Midnight Sun Complex Community Hall by the Kuzuri Judo Club on DAY between the hours from TIME to TIME and on DAY between the hours of TIME and TIME."**

Option 3B: **"THAT Inuvik Town Council hereby waives the rental fee for use of the Midnight Sun Complex Community Hall by the Kuzuri Judo Club on Sundays between the hours of 2:00 p.m. and 6:00 p.m."**

Signature – SAO



Kuzuri Judo Club 1958-15 Centennial St. Inuvik, NT X0E 0T0 867-620-0975

September 14, 2020

Re: Space Rental at MSCR (Community Use Area)

To: Inuvik Town Council

Hello, my name is Ed Hartley and I am the founder and head Sensei of Kuzuri Judo Club here in Inuvik. I currently hold a Black Belt in Judo as well as a level 2 NCCP certificate as well as a Bachelor of Physical Education from Memorial University. Kuzuri Judo is affiliated with the NWT Judo Association and Judo Canada. For the past three years, our club has grown significantly and we now offer classes to all ages over 5 years old. Last year our registration was just over 40 participants spread over three age categories (Pre-Judo 5-7, Youth Judo 8-12, and Teen/Adult Judo 13+). Our largest group being the youth group, which comprises of over 22 participants.

This year due to COVID-19 we are no longer able to practice at East Three Secondary School. Because the majority of the participants are students of East Three and that I was a teacher (currently a BDEC consultant), the DEA did not charge us for facility use. Our club philosophy is based on inclusion and part of this is we do not charge the participants for participation. The only expense for Judo in Inuvik is the affiliation fee of \$30 per participant, which covers the participants insurance through Judo Canada for the year. Being the only official coach, I volunteer for this position and thus do not gain financially from this program.

We are requesting use of the community area space at the MSRC to be able to continue our practice this year. However, due to financial constraints and the fact that in the previous three years we did not have any overhead expenses to run our program, we are also requesting that the council consider allowing the Kuzuri Judo Club an exemption to the facility use fee. It is important to the success of our program that it run as a free to use (outside of the insurance fee of \$30) so that we can continue to be accessible to all. The dates and times of use are Wednesdays from 6pm to 10pm and Sundays from 2pm to 6pm (total of 8 hours per week). Much of this time is necessary for mat setup and cleaning.

The NWT Judo Association along with Kuzuri Judo Club are in the process of completing our "Return to Judo Plan" to account for the COVID-19 regulations directed by Judo Canada as well as the Emerging Wisely plan of the NWT. Once our space is identified and secured we can then complete our plan and begin our classes.

Please consider our request for use of space and reduced facility use fee so that we can continue our growing club effectively and in accordance to our inclusion philosophy.

Sincerely,

Sensei Ed Hartley



DONATION AND SPONSORSHIP POLICY MG.001

APPLICATION FOR DONATION

Please note that applications should be submitted at least one month prior to the event date.

Date: _____

1. Name of Applicant

a) ORGANIZATION INFORMATION

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Organization's Executive Information:

President/Chairperson Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

b) INDIVIDUAL INFORMATION

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

2. If the applicant is:

a) an organization or group, is it a registered society in good standing?

☐ Yes

☐ No

If not in good standing, please explain:

NOTE: If your organization is a registered society, please provide the Town with a copy of your society's letter of incorporation.

b) If the applicant is an organization, is it:

☐ Not-for-profit

☐ Other

If other, explain:

3. **Donation Information**

NOTE: Requests for donation of space for licensed events using Town facilities as defined in the Town of Inuvik Donation and Sponsorship Policy are not eligible for donation. Please see the policy for full details.

a) Dollar amount being requested: \$_____

- b) If the donation request is for space at a Town facility, please provide details (dates, description of space needed, type of event being held, equipment/supplies needed, etc.)

- c) If the request is for something other than 3 a) or b), please explain:

4. Total cost of event, project or program being promoted: _____

5. Have you received donation/donation in-kind assistance from any other organization, individual or government agency?

☐ Yes

☐ No

If yes, please list all organizations, individuals and government agencies from which you have received or are about to receive assistance from and specify the dollar value of that assistance.

Name	Amount
Name	Amount
Name	Amount

6. What monies are you or your organization committing or raising towards the event, project or program you are sponsoring?

7. Have you previously applied for and received donation/donation in-kind funding or support from the Town of Inuvik?

☐ Yes

☐ No

If yes, when? _____

Amount of donation/donation in-kind assistance received: _____

For what purpose?

8. Have you previously applied for and been refused donation/donation in-kind funding or support from the Town of Inuvik? If yes, please explain.

9. Are any of the financial proceeds from the event, project or program you, your organization or group are sponsoring going to be donated to other groups or organizations in Inuvik? Please specify.

 Name of Group/Organization

 Amount of Donation

 Name of Group/Organization

 Amount of Donation

 Name of Group/Organization

 Amount of Donation

10. In order for the Town of Inuvik to process your application for donation/donation in-kind assistance, you may be required to provide the following financial information:

- a) a copy of your group or organization's current budget; and,
- b) a copy of your group or organization's latest audited independent financial statements.

11. You, your group or organization agree to abide by and provide the Town of Inuvik with all the necessary information it requires in order to process this application. This includes requested financial information. Any misrepresentation or material omission on this application can result in the application being declined.

12. Organizations requesting donations from the Town of Inuvik that require Council approval under the Donation and Sponsorship Policy shall ensure that a representative is present at the committee of the whole Council meeting to answer questions or provide additional information. Council reserves the right to postpone making a decision until such time as a representative is available to attend.
13. You, your group or organization will be required to provide the necessary public liability and all perils insurance coverage if required by the Town in order for the Town to provide any donation/donation in-kind assistance for your event, project or program.
14. You, your group or organization hereby agrees to save harmless the Town of Inuvik from any claim, counter claim, damages or lawsuit arising from you or your group or organization's sponsoring of this event, project or program.
15. I/we agree to provide the Town of Inuvik with a follow-up report if requested:

I _____ on behalf of _____

do hereby declare that I have the authority and approval to make the above donation/donation in-kind application for assistance from the Town of Inuvik.

16. Contact Person:

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Edward Hartley, NCCP# 782509

Date of Issue: Wednesday, September 23rd, 2020

Edward Hartley, NCCP# 782509



Hockey

Coach

	Coach - Development 1	Since	Expires	P.D. Points
★	In Training (Transferred)	29-Apr-2003	---	---

TRAINING

- None -

EVALUATION

- None -

Coach

	Hockey Coach Stream	Since	Expires	P.D. Points
★★★	Certified - Coach 2 (Transferred)	29-Apr-2003	Jan 2021	10 / 10

TRAINING

*Coach 2 - Coach Level

1-Jan-1900

Event#: 5072165, *Coach 2 - Coach Level

■ Coach 2 - Coach Level

EVALUATION

- None -

Coach

	Levels NCCP	Since	Expires	P.D. Points
★	Certified Level 1	16-Dec-2003	---	---

TRAINING

Technical 1

NL 30-Oct-1999

Event#: 1587100, 1587100

■ Technical 1

EVALUATION

Practical 1

NL 30-Oct-1999

Event#: 1587102, 1587102

■ Practical 1

Certification 1

NL 16-Dec-2003

Event#: 1655050, 1655050

■ Certification 1

Coach

Community Sport - Initiation

Not yet certified**TRAINING**

Judo Shodan

Whitehorse YT 8-Apr-2020

Event#: 5366714, Judo Shodan

■ Judo Shodan

EVALUATION

- None -

Coach

Non-NCCP Professional Development

TRAINING

Kata Clinic

Yellowknife NT 11-Dec-2016

Event#: 5158226, Kata Clinic

■ Instructors Clinic

Nage no Kata

Yellowknife NT 25-Nov-2017

Event#: 5212041, Nage no Kata

■ Instructors Clinic

Judo workshop with Olympian Sergio Pessoa Jr.

Yellowknife NT 28-Nov-2017

Event#: 5212086, Judo workshop with Olympian Sergio Pessoa Jr.

■ Coaching Clinic

Judo Day in PE classes with Nicolas Brisson

Inuvik NT 31-Jan-2020

Event#: 5354520, Judo Day in PE classes with Nicolas Brisson

■ Instructors Clinic

Naga No Kata clinic

Inuvik NT 1-Feb-2020

Event#: 5354522, Naga No Kata clinic

■ Instructors Clinic

EVALUATION

- None -

**Judo**

Coach

Levels NCCP

TRAINING

- None -

EVALUATION

Theory 1

NL 29-Apr-2003

Event#: 1644968, 1644968

■ Theory 1

Theory 2

NL 29-Apr-2003

Event#: 1644969, 1644969

■ Theory 2

**Multi-Sport**

Sept. 24th, 2019

Dear Mayor Kulikowski and Inuvik Town Council,

I am writing to you today in support of the Inuvik Kuzuri Judo Club's application for exemption from user fees at the Midnight Sun Recreation complex this year.

As you are no doubt well aware, Covid-19 has had a devastating effect on the youth of our community. They have been unable to interact with their friends, attend community events, and play organized sports- all of which are essential for good development. Building a strong, healthy community depends on raising young people who are also strong and healthy. It is reasonable to say that the lack of engaging activities for children this summer directly resulted in the instances of vandalism and arson that Inuvik experienced. School has recently resumed, but there are no gym classes or sports, leaving children with little outlet for their energy or opportunity to exercise.

Ed Hartley's Judo club is one of the only organized sports accessible to any school-aged child in Inuvik. Judo charges small user fees and has no equipment costs, meaning that parents with lower incomes can enrol their children without hardship. There is no obligation for parents to volunteer, thus children can take part without being dependent on how involved their parents are with the club. Finally, any child can join in and work at their own pace in a supportive atmosphere where good sportsmanship and respect are encouraged. It is a place where children can feel good about themselves and their abilities. Ed has worked and volunteered tirelessly to create this space for our youth because he loves the sport and cares about our community.

My fear is that charging the club user fees will add barriers to participation and make this group less inclusive at a time when we need it more than ever. Frankly, too many sports in town are only able to attract children with parents who have money to pay. All young people should have the chance to be part of a team.

I believe a partnership with the Inuvik Judo club is an excellent opportunity for the Town of Inuvik's Community Services department to offer a low cost, healthy recreation activity that requires no commitments in the form of staff time. This is exactly the type of programming I would like to see offered at the Midnight Sun Recreation complex. We often hear complaints about "nothing going on" or "nothing to do." Now, instead of being told what you are not doing, you have been presented with a program that has been built up and is ready to go. Not only do I hope you will take advantage of this, I hope you explore more ways to fill gaps in recreational services.

This is why I am asking you to allow the Judo club to use our recreation centre at no cost. Community supports and recreation are important at all times. During a global pandemic, however, they are even more critical. Please show your constituents that you are prepared to take concrete steps to support the health and wellbeing of our youth and our community during this difficult period.

Sincerely,



Melani Adams

15 Centennial St. Inuvik, NT X0E 0T0
 Cell: 867-620-0975 email: ehartley23@hotmail.com



Kuzuri Judo Club Facility Plan

Head Coach: Ed Hartley

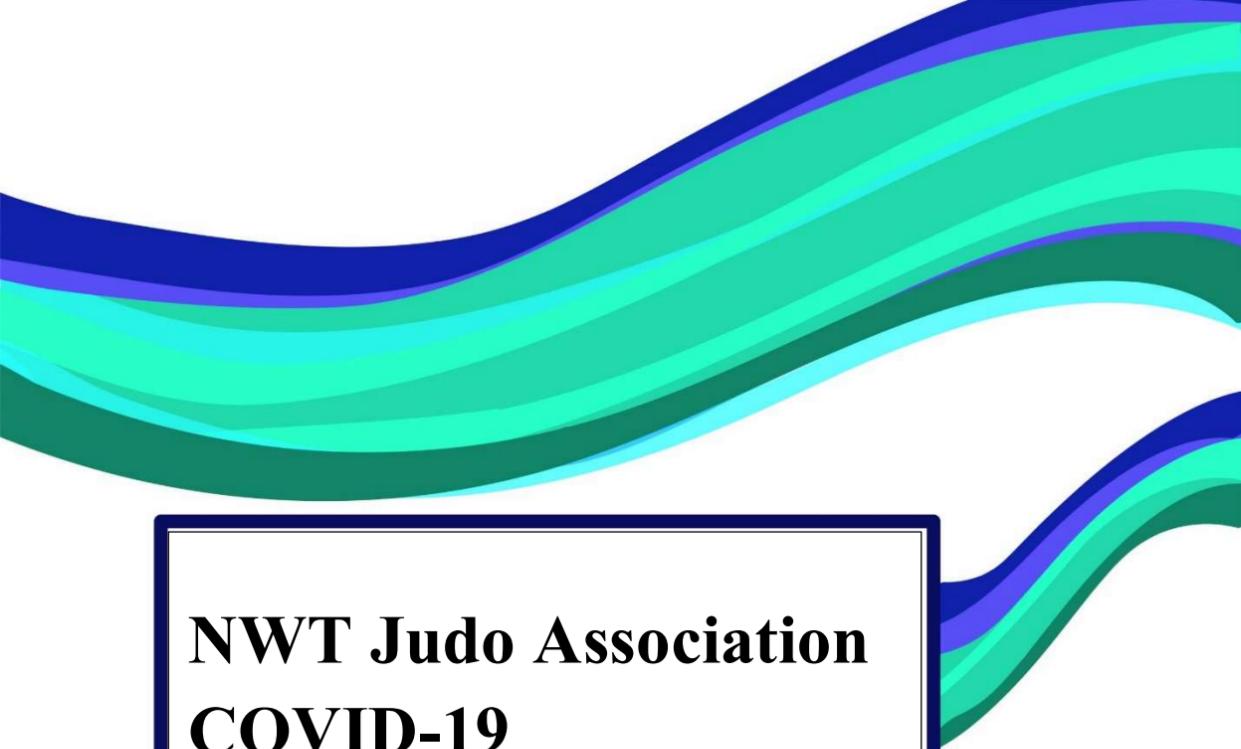
Procedures for Return To Judo:

- Practices will take place in the large community hall (referred to as the dojo) at the MSC (Midnight Sun Complex).
- All volunteers/coaches must participate in training given by the head coach (Ed Hartley) and fill out WSCC worker and risk assessment forms.
- Parents, coaches, volunteers and all judoka will sign a waiver that states they have read and understand the guidelines for COVID-19 and return to judo in Inuvik including the risk management and exposure control documents.
- All classes will be staggered by 15 min to allow for cleaning of mats and also to prevent overlap of students leaving/entering the premises.
- All Judoka will wear their cleaned Judogi (uniform) before entering the building. Everyone must be pre-dressed prior to coming to Judo practice.
- Before entering the dojo, all participants and parents will sign in and will be screened upon entry by answering several COVID-19 health related questions. This will be organized either by the MSC staff or a volunteer of the Kuzuri Judo Club.
- Only one parent may view practices, all other family members will not be allowed to enter the dojo at this time. This will apply to the pre-judo classes only where one parent will be required to be present at all times.
- Depending on numbers, parents may not be able to view the Youth Judo class.
- Spectators that are not family members will not be allowed in the dojo unless part of the volunteer or coaching committee.
- A maximum of 25 people will be allowed at any time in the dojo.
- When entering the dojo through the entrance marked "Enter", every person will disinfect their hands and must wear a non-medical mask at all times during while in the dojo.
- All judoka, coaches and volunteers will disinfect their hands and their feet prior to stepping onto the mat. If any judoka leaves the mat during the practice, this procedure must be followed each time.
- All judoka must wear sandals, flipflops or other footwear when not on the mat.
- All parent spectators must sit 2 meters apart on designated seating in the dojo and must keep their masks on at all times.

15 Centennial St. Inuvik, NT X0E 0T0
Cell: 867-620-0975 email: ehartley23@hotmail.com

- All judoka must also keep their masks on at all times while in the dojo.
- Water fountains will not be available. All judoka must bring their own water bottle.
- Bathroom use will be limited to emergency only, and only one person at a time. Judoka are encouraged to use the bathroom before coming to Judo practice.
- All parents must pre-screen themselves and/or their children before coming to Judo practice. If you or your child has any symptoms that are COVID-19 related, please do not come to Judo.
- Any person displaying symptoms of any kind (cold, flu or COVID-19) will be asked to leave the dojo. Youth who are present without a parent will be asked to wait in a isolated area away from others in the dojo until a parent or guardian can pick them up. They will also be asked not to return to Judo until completely asymptomatic or at least 10 days since the symptoms began.
- If someone tests positive for COVID-19 after attending a judo practice we will follow the reporting plan set out by the NWT Judo COVID-19 Exposure Control Plan. The coach, volunteer or Judoka will need proof of a negative test result and clearance letter from a health official to be able to return to Judo after a minimum of 14 day isolation. All participants/parents will be expected to follow the guidelines set out by Protect NWT.
- All participants will be given a personal space on the mat to which they will remain for the duration of the practice unless directed by the head coach. All participants will remain at a safe distance from each other where possible.
- Contact between all judoka at this time is not permitted during practice.
- Once practice is over, judoka will exit the mats one at a time, disinfect their hands and feet, collect their belongings and leave directly through the door marked as "Exit".
- Between practices the mats will be disinfected with approved mat cleaning supplies by the head coach and those trained in WHMIS where appropriate.
- Any judoka not able to follow instructions as per this plan, will be asked to leave the dojo to ensure the safety of all participants.
- All personal belongings must be kept separate (with exception of siblings in the same household) in the dojo at a distance of at least 2 meters.
- All participants including parents must also follow all directions related to COVID-19 for entering, exiting the main doors and while inside the MSC facility.
- All judoka must be registered with Judo Canada and the NWT Judo Association prior to participation with personal contact information.

**** This document will be updated as and when needed to comply with Emerging Wisely NWT Plan and information given by the CPHO.**



**NWT Judo Association
COVID-19
Exposure Control Plan**

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Introduction

The NWT Judo Association (NWT JA) along with Judo Canada (JC) supports and encourages the resumption of judo activities across the NWT in the context of COVID-19 if the various protocols and measures set out in this document are followed.

This manual provides the guidelines to resume Judo activities. These guidelines are based on Judo Canada, GNWT and International Judo Federation guidelines.

This manual also provides guidelines for recommended activities, considering the various requirements provided by the GNWT, School Boards and Municipalities.

The information contained in this document does not replace any directives or regulations established by government authorities and is not intended to replace professional medical advice. This document may need to be updated based on the evolution of the pandemic prevention guidelines presented by the government.

Objectives

As judo is a combat sport in which two individuals are in very close contact with one another, NWT JA acknowledges that in the current context of COVID 19 it will not be possible to resume regular judo training practices immediately, however, the purpose of this document is to propose protocols and measures that can be put into place which would permit a gradual resumption of training.

By following these guidelines along with those from the GNWT, municipal governments and WSCC, clubs' participants and their families can make informed decisions about when to return to judo.

This document has been designed as a tool to assist judo clubs in the planning for their reopening and to prepare them to welcome participants and the people accompanying them with the best sanitary conditions to ensure compliance with GNWT and WSCC requirements.

COVID-19 Information

How COVID-19 Spreads:

- Close contact: Breathing in someone's respiratory droplets after they cough, sneeze, laugh or sing.
- Contaminated surfaces: Touching something with the virus on it, then touching your mouth, nose, or eyes with unwashed hands.
- Common greetings: Handshakes, hugs, or kisses.

COVID-19 Symptoms:

You may not know that you have COVID-19 because some symptoms are the same as a cold or flu. Here are some signs of COVID-19 to look for:

- Shortness of breath or difficulty breathing.
- Temperature equal to or over 38°C.
- New loss of smell or taste.
- Abdominal pain, diarrhea, vomiting.
- Fatigue or weakness.

If you have some of these symptoms, you have travelled outside of the NWT in the last 14 days, or you have been in contact with someone who has COVID-19, you should complete the [online self-assessment tool](#). **DO NOT COME TO JUDO**

If you are experiencing severe symptoms such as difficulty breathing, do not proceed with the self-assessment tool, Call 9-1-1 in Yellowknife, or your local health center.

EMERGENCY NUMBERS:

- Fort Liard: 867-770-3235
- Fort Providence: 867-699-4311
- Fort Simpson: 867-695-7000
- Inuvik: 867-490-2225
- Sambaa K'e: 867-206-2838
- Wrigley: 867-581-3441

Keeping up to date on COVID-19 information

To ensure all employees, coaches and volunteers have the most current information, everyone will be required to subscribe to the Government of Canada mailing list for COVID-19 Alerts. The executive director or their delegate will monitor biweekly the following websites for changes related to the required COVID information.

<https://www.wscc.nt.ca/health-safety/covid-19/forms>

<https://www.gov.nt.ca/covid-19/en/services/public-health-orders/emerging-wisely>

When the COVID-19 alerts or changes on the monitored websites pertain to the NWT Judo Association, the executive director or their delegate will inform all employees, coaches, and volunteers of the impact of the changes by email.

Required Training

All employees, volunteers and coaches are required to:

- Submit a current WHIMIS certificate prior to their first class
 - The WHIMIS course is available for free at: <http://aixsafety.com/>
- Review the NWT Judo Association Exposure Control Plan and the following documents:
 - GNWT How to Use Bleach as a Disinfectant
 - [WSCC Safety Bulletins](#)
 - COVID-19: What Protection do you need to do your job safely?
 - Viruses and Colds in the Workplace
 - When and how to wear a mask

Emergency Action Plan-In Case of COVID-19 Infection

COVID-19 Infection Reporting

Anyone who has participated in training or has been in the practice area and who discovers that they or someone they share a home with, have a suspected case of COVID-19 are required to report these symptoms to their Head Instructor. The head instructor must then enact the local portion of the emergency plan and notify the President of the situation. Each location will have an emergency procedure and emergency contact information, that must be in possession of the head instructor for each class.

President: Chantal Steitzer ChantalNWTJudo@gmail.com

Head Instructors:

City of Yellowknife and Kam Lake Dojo: Whitney Weaver WhitneyAnneweaver@gmail.com

Dehcho School Programs: Amy Cotton ACotton@ddec.ca

Kuzuri (Inuvik): Ed Hartley EHartley23@hotmail.com

Outside of training

If anyone who has participated in training or has been in the practice area and who discovers that they or someone they share a home with, are suspected to have COVID-19, the COVID-19 exposure emergency plan must be initiated by:

- Notifying the Head Instructor of the Club
- For shared facilities, follow their procedures
- Notify the President
- Ensure that the person and the people they live with are aware of the quarantine requirements and do not come back to Judo until they have been medically cleared.
- Identify the trainings they have participated.
- Notify anyone that has been in contact with them, and advise them to do the [online self-assessment tool](#). and follow the instructions
- Ensure they are aware of quarantine requirements
- The head instructor and board of directors will have a remote meeting to determine if training sessions will continue in accordance with the Judo Canada Return to Judo Document
- Communicate the information about the situation to NWT Judo Members without compromising the person's privacy.

During Training

If anyone begins to feel sick with COVID-19 symptoms during a session, the following must happen:

- The person must stop training right away
- The person must be moved to the isolation area
- Ensure the person is not in respiratory distress, if not call the emergency number for the community
- If the person is a minor, contact parents/guardian to come pick them up.
- For shared facilities, follow their procedures
- Identify and inform anyone who trained directly with the person and ensure they stop training right away, advise them to do the [online self-assessment tool](#), and
- Ensure they are aware of quarantine requirements
- Evacuate the practice area and sanitize
- Evaluate the situation and determine to continue the session or cancel
- Advise the President
- Communicate the information about the situation to NWT Judo Members without compromising the person's privacy, do not mention the club or community.

NWT Judo Association COVID-19 Hazard Assessment

The NWT Judo Association has completed a risk analysis and control plan that is based on the Judo Canada “[Return to Judo Post COVID-19 Guidelines](#)” and the GNWT “[Emerging Wisely](#)” documents. This hazard assessment is attached to this manual as Appendix A.

Phase Equivalency Chart

Due to differences in Judo Canada guidance and the GNWT Emerging Wisely phases, the NWT Judo Association has created a phase equivalency chart to guide members on permissible activities.

NWT Judo	Judo Canada	GNWT Emerging Wisely
Phase 1-No indoor activities	NA	Relaxing Phase 1 <i>Outdoor Martial Arts only</i>
2a-Reopening and Distancing	Phase 1: Reopening and Distancing	Relaxing Phase 2 <i>Indoor martial arts with no contact allowed</i>
PROPOSED EXEMPTION FOR PHASE 2 (Currently permissible during phase 3) *2b-Working in pairs	Phase 2: Working in pairs	
PROPOSED EXEMPTION Phase 3: Mask no longer necessary for designated pairs	Phase 3: Mask no longer necessary	Relaxing Phase 3 <i>Indoor Martial Arts with contact allowed</i>

Social distance and contact prohibitions are not applicable to people who live in the same household.

*moving from a to b will depend on:

- Exemptions being approved by Protect NT
- All exposure controls being properly implemented and confirmed to be effective
- No cases of community spread of COVID-19 in the Territory
- Review of Risk Analysis for each location
- Advise employees, coaches, and volunteer of the changes

General Guidance

Reopening in Shared Spaces

- Prior to starting a program in a shared location
 - A review of the facilities' COVID-19 exposure plan will be carried out to identify any gaps between facility requirements and NWT Judo Association requirements
 - The NWT Judo Association risk registry and exposure plan will be updated for that location
 - In the case of a program being carried out for another organization, a review of the liability release will be conducted to ensure that it includes COVID-19
 - Determine responsibilities for
 - Facility cleaning
 - Emergency exposure plan
- All special events must be preapproved by Protect NT

NWT Judo Association's insurance provider does not cover claims related to COVID-19

Resumption of in person activities:

Prior to resuming in person activities, the following are required:

- [WSCC Workplace Risk Assessment](#) must be carried out for each location
- [WSCC Field Level Risk Assessment](#) must be carried out by employees, volunteers, and coaches
- Head Instructor is required to watch the [WSCC Webinar](#)
- Required training is completed
- Guidance/procedures are communicated prior to first session

Phase 1: No Indoor Activities

(Emerging Wisely Phase 1)

Outdoor practices may occur, provided that:

- [WSCC Workplace Risk Assessment](#) is carried out for each location
- [WSCC Field Level Risk Assessment](#) is carried out by employees, volunteers, and coaches
- An Outdoor Hazard Assessment is developed and shall be used prior to each class
- Health screening questions to be carried out
- Attendance and contact information to be documented
- Social distance of 2 meters is always respected
- No equipment is shared
- If social distancing cannot be maintained due to an emergency requiring first aid treatment, the first aid attendant will wear a non-medical mask and sanitize their hands before and after administering first aid.
- Hand sanitizer is be available

Remote sessions may occur provided:

- Registration/participation is controlled and limited to registered members ie: Trackie, controlled Zoom entry to meeting
- Sessions are carried out by an approved instructor
- Sessions are supervised by an additional *screened adult
- All participants must be visible to the instructor and screened adult on one screen

**A screened adult is someone over the age of 18 that has submitted to the NWT Judo Association a criminal check and vulnerable sector check.*

Phase 2A: Reopening and Distancing

(Emerging Wisely Phase 2)

All activities from phase one may continue

Indoor practices may occur, provided that:

- [WSCC Workplace Risk Assessment](#) is carried out for each location
- [WSCC Field Level Risk Assessment](#) is carried out by employees, volunteers, and coaches
- Required training is completed
- Guardians/students are sent guidance/procedures sheet prior to first session

Protocols

- Non-medical masks to be worn by participants when entering/exiting the facility and when social distancing cannot be maintained
- Health screening questions to be carried out (Judo club or facility)
- Attendance and contact information to be recorded (Judo club or facility)
- Temperature to be taken and documented (Judo club or facility)
- Guardians of children over 12 cannot stay in the club for the duration of the session, with exception of special needs judokas
- Spectators will be required to wear non-medical masks, and maintain social distance of 2 meters
- Participants must arrive no earlier than 15 minutes before the start of the session
- Doors inside the club must be wide open to avoid contact with door handles/knobs, except where prohibited by fire regulations
- Participants will have to arrive in a clean judogi.
- The water fountains will be closed, and participants will have to bring their water bottle
- Use of the bathroom will be limited to before and after class or as per facility rules
- Outside shoes will not be permitted in the practice area and socks or sandals will be worn when not on the mats
- Social distance of 2 meters will be maintained when not on the mats
- Mats to be picked up by designated staff/volunteers who are aware of manual handling and kinetic lifting techniques and wearing non-medical masks.

Hygiene and Disinfection Measures

- Cleaning disinfection of the mats and must be carried out before and after each session.
- Equipment must be disinfected after each use
- Hand sanitizer, tissues, disinfectant wipes/spray and a garbage pail should be kept at the side of the mats
- At the end of each day, the entire club will be disinfected all surfaces chairs, toilets, door handles, etc.) (Judo club or facility)

Appropriate levels of intensity:

- Very Low: easy to exercise, from 50% to 60% of max HR
- Low: Increase in breathing efforts but still able to hold a conversation

Recommended Activities:

- **NO CONTACT ALLOWED**, unless from the same household
- **NO KIA ALLOWED** (Power Shout)
- Each student will have a designated spot
- Exercises with equipment such as training elastic, dummy etc.
- Ukemi (Break falls)
- Postures, movement, coordination, mobility
- Any teaching adapted to comply with respiratory hygiene and prevention instructions.
- Videos available on the Judo Canada website

Phase 2B-Working in Pairs

****NOT CURRENTLY APPROVED for Emerging Wisely Phase 2****

(Emerging Wisely Phase 2 if approved, and allowable during Phase 3)

All activities from previous phases may continue

Protocols

- Non-medical masks to be worn by participants when entering/exiting the facility and when social distancing cannot be maintained
- Health screening questions to be carried out (Judo club or facility)
- Attendance and contact information to be recorded (Judo club or facility)
- Temperature to be taken and documented (Judo club or facility)
- Guardians of children over 12 cannot stay in the club for the duration of the session, with exception of special needs judokas
- Spectators will be required to wear non-medical masks, and maintain social distance of 2 meters
- Participants must arrive no earlier than 15 minutes before the start of the session
- Doors inside the club must be wide open to avoid contact with door handles/knobs, except where prohibited by fire regulations
- Participants will have to arrive in a clean judogi.
- The water fountains will be closed, and participants will have to bring their water bottle
- Use of the bathroom will be limited to before and after class or as per facility rules
- Outside shoes will not be permitted in the practice area and socks or sandals will be worn when not on the mats
- Social distance of 2 meters will be maintained when not on the mats
- Mats to be picked up by designated staff/volunteers who are aware of manual handling and kinetic lifting techniques and wearing non-medical masks.

Hygiene and Disinfection Measures

- Cleaning disinfection of the mats and must be carried out before and after each session.
- Equipment must be disinfected after each use
- Hand sanitizer, tissues, disinfectant wipes/spray and a garbage pail should be kept at the side of the mats
- At the end of each day, the entire club will be disinfected all surfaces chairs, toilets, door handles, etc.) (Judo club or facility)

Appropriate levels of intensity:

- Very Low: easy to exercise, from 50% to 60% of max HR
- Low: Increase in breathing efforts but still able to hold a conversation

Recommended Activities:

- **NO KIA ALLOWED** (Power Shout)
- **RANDORI/NEWAZA (SPARING) IS NOT ALLOWED**
- Practice with same designated partner, possible work in cooperation or/and opposition
- Exercises with equipment such as training elastic, dummy etc.
- Ukemi (Break falls)
- Postures, movement, coordination, mobility
- Any teaching adapted to comply with respiratory hygiene and prevention instructions.
- Videos available on the Judo Canada website

Phase 3: Masks No Longer Necessary for Designated Pairs

****NOT CURRENTLY APPROVED for Emerging Wisely Phase 3****

(Emerging wisely phase 3 if approved)

All activities from previous phases may continue

Practice with a designated partner may occur without non-medical mask

Protocols

- Non-medical masks to be worn by participants when entering/exiting the facility and when social distancing cannot be maintained.
- Health screening questions to be carried out (Judo club or facility)
- Attendance and contact information to be recorded (Judo club or facility)
- Temperature to be taken and documented (Judo club or facility)
- Guardians of children over 12 cannot stay in the club for the duration of the session, with exception of special needs judokas
- Spectators will be required to wear non-medical masks, and maintain social distance of 2 meters
- Participants must arrive no earlier than 15 minutes before the start of the session
- Doors inside the club must be wide open to avoid contact with door handles/knobs, except where prohibited by fire regulations
- Participants will have to arrive in a clean judogi.
- The water fountains will be closed, and participants will have to bring their water bottle
- Use of the bathroom will be limited to before and after class or as per facility rules
- Outside shoes will not be permitted in the practice area and socks or sandals will be worn when not on the mats
- Social distance of 2 meters will be maintained when not on the mats
- Mats to be picked up by designated staff/volunteers who are aware of manual handling and kinetic lifting techniques and wearing non-medical masks.

Hygiene and Disinfection Measures

- Cleaning disinfection of the mats and must be carried out before and after each session.
- Equipment must be disinfected after each use
- Hand sanitizer, tissues, disinfectant wipes/spray and a garbage pail should be kept at the side of the mats
- At the end of each day, the entire club will be disinfected all surfaces chairs, toilets, door handles, etc.) (Judo club or facility)

Appropriate levels of intensity:

- Very Low: easy to exercise, from 50% to 60% of max HR
- Low: Increase in breathing efforts but still able to hold a conversation
- Moderate Intensity: Still Possible to talk while exercising but it is increasingly difficult, from 70% to 80% of max HR (must not wear non-medical mask)
- Vigorous Intensity: Uncomfortable/shortness of breath-Can say one sentence while exercising, From 80% to 90% of max. HR (must not wear non-medical mask)

Recommended Activities:

- **RANDORI/NEWAZA (SPARING) IS NOT ALLOWED**
- NO KIA ALLOWED (Power Shout)
- Each pair or individual will have a designated spot during Moderate or Vigorous intensity and should not wear non-medical mask
- Exercises with equipment such as training elastic, dummy etc.
- Ukemi (Break falls)
- Postures, movement, coordination, mobility
- It is permissible to move about the mats, provided:
 - The intensity of the activity is Low or Very low
 - Participants are wearing non-medical masks
 - There is only contact between designated partners
- Any teaching adapted to comply with respiratory hygiene and prevention instructions.
- Videos available on the Judo Canada website

Forms

Kuzuri Judo Club-Inuvik

- Kuzuri Judo Club COVID-19 Workplace Risk Assessment
- Kuzuri Judo Club Facility Plan
- Kuzuri Judo Club Hygiene and Disinfection Checklist
- Kuzuri Judo Club Screening Questionnaire

Dehcho School Programs

- Dehcho COVID-19 Workplace Risk Assessment
- Dehcho Attendance and Health Monitoring Form
- Dehcho Compliance and Cleaning Checklist

Yellowknife

- Multiplex COVID-19 Workplace Risk Assessment
- Multiplex Attendance and Health Monitoring Form
- Multiplex Compliance and Cleaning Checklist

COVID-19 Risk Analysis

Description	Hazard	Controls	Documents	Oversite
Indoor/Premises	<ul style="list-style-type: none"> Access to the Building Spread of Infection 	<ul style="list-style-type: none"> Set procedures in place to minimise social contact. Signage in place to explain processes. Signage, floor markings to direct traffic flow Players/parents sent Guidance/procedures sheet prior to session. Leave doors open Sanitize high touch areas Non-medical masks to be worn when entering and leaving the dojo Leave at least 15 minutes between class Ensure every person who enters the building has registered/Signed in, to enable tracking of the virus if anyone attending tests positive. Health screening check, including 	<p>Judo Canada COVID-19 Return to Judo Guidelines</p> <p>NWT JA Exposure Control Plan</p> <p>Kuzuri Judo Club COVID-19 Workplace Risk Assessment</p> <p>Facility Plan</p> <p>Kuzuri Judo Club Hygiene and Disinfection Checklist</p> <p>Kuzuri Judo Club Screening Questionnaire</p>	<ul style="list-style-type: none"> Weekly Review of Screening Forms

COVID-19 Risk Analysis

	<ul style="list-style-type: none"> Judo Mats 	<p>temperature check</p> <ul style="list-style-type: none"> All those in attendance must thoroughly wash hands/use sanitizer, as per government guidelines on arrival. Mats to be laid by designated centre staff/volunteers who are aware of safe manual handling and kinetic lifting techniques and wearing recommended PPE, disposed of in a provided garbage bin Ensure mats are thoroughly cleaned prior to starting the session with Dr. Thym or Bleach solution as per GNWT disinfectant info graphic (appendix 1) , allowing for enough time for them to completely dry. An inspection is carried out to ensure the mats are completely dry and there are no gaps or signs of damage. Ensure mats are again cleaned prior to packing them away Mats to be picked up by designated 	<p>Dehcho COVID-19 Workplace Risk Assessment</p> <p>Dehcho Attendance and Health Monitoring Form</p> <p>Dehcho Compliance and Cleaning Checklist</p>	
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	<ul style="list-style-type: none"> Equipment Changing Rooms/Toilets Shared water fountain WSCC violations 	<p>staff/volunteers who are aware of manual handling and kinetic lifting techniques and wearing recommended PPE</p> <ul style="list-style-type: none"> Equipment sanitized before and after use Only use equipment that can be easily cleaned Limit access to bathroom to before or after class Participants to arrive already changed and avoid changing rooms. Ensure signage is in place to enforce these measures. Participants to bring their own water bottle Coach to have extra disposable water bottles on hand if possible WSCC Workplace Risk Assessment for the location WSCC Field Level Risk Assessment by employees, volunteers and coaches 	<p>Multiplex COVID-19 Workplace Risk Assessment</p> <p>Multiplex Attendance and Health Monitoring Form</p> <p>Multiplex Compliance and Cleaning Checklist</p> <p>WSCC Workplace RA</p> <p>WSCC Field Level RA</p> <p>WSCC Webinar WSCC Safety Bulletins</p>	
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COVID-19 Risk Analysis

			GNWT How to Use Bleach	
Outdoor Training	<ul style="list-style-type: none"> Surfaces & Equipment (Doors/Tables/Chairs/Coaching Props) Inclement or adverse weather conditions Social Distancing Playing surface WSCC violations 	<ul style="list-style-type: none"> Ensure all Doors/Handles/Tables/Chairs & any equipment used are thorough cleaned before and after every session. A decision will be made by organiser if weather conditions are prohibitive to the safety of the participants or the structure of the equipment. Ensure all participants can adhere to the government guidelines for social distancing throughout all of the session. Ensure the activity is appropriate for the playing surface, adapted to ensure safety throughout, no throwing unless using a dummy/prop. Non-contact throughout unless from same household. Inspect area and clear of any potential hazards WSCC Workplace Risk Assessment for the location WSCC Field Level Risk Assessment by employees, volunteers and coaches 		

COVID-19 Risk Analysis

Online/Remote Training	<ul style="list-style-type: none"> • Non-members participating • Inadequate supervision 	<ul style="list-style-type: none"> • Verify Judo Canada registration (Ie Trackie) • Password control entry to session • Trained instructor to lead sessions • Screened adult to supervise sessions • All participants should be visible to trainer and trained adult on one screen 		
Controlled Session / Adapted Activity Phase 2a	<ul style="list-style-type: none"> • Injuries to Athletes • Spread of Infection 	<ul style="list-style-type: none"> • A warmup and cool down will be conducted for the session. • Non-contact / Use of Throwing Dummies/Props, unless from same household. • NMM Mask when social distance cannot be maintained (2M) 		
Controlled Session / Adapted Activity Phase 2b	<ul style="list-style-type: none"> • Injuries to Athletes • Spread of Infection 	<ul style="list-style-type: none"> • A warmup and cool down will be conducted for the session. • Emphasis on Non-contact / Use of Throwing Dummies/Props, unless from same household. • Using non-medical masks when doing 		

		partner work		
Controlled Session / Adapted Activity Phase 3	<ul style="list-style-type: none"> • Injuries to Athletes • Spread of Infection 	<ul style="list-style-type: none"> • A warmup and cool down will be conducted for the session. • Using non-medical mask when moving about the mat • Using assign spots to do higher impact partner work without medical mask 		

REQUEST FOR COUNCIL DECISION

Meeting Date: September 28 & 30, 2020

RFCD #: 2020-SAO-070

TOPIC

Proposed Amendment to Fees and Charges Policy FM.021
Modifications to the Tipping Fees and the Dumping Fees By-Law 2645/H&S/20

BACKGROUND

Administration was directed by Council to review the current tipping fees charged at the solid waste disposal facility and to develop a methodology that would eliminate the requests to Council to reduce tipping fees.

Administration met to discuss what options are available. The result is a variable fee structure based on a combination of loads and weight. In developing the proposed fee structure, consideration was given to the recent reductions approved by Council. It should be noted that the tipping fees have not been revised since 2011.

FINANCIAL IMPLICATIONS

The first consideration was to ensure that overall revenues would remain intact. Council should note that no matter what fee structure is developed, these fees are not guaranteed annually but are the result of additional material being deposited at the solid waste disposal facility that fall outside of the normal daily waste collection which can vary from year to year. The purpose of the variable fee schedule is to provide a type of volume discount with the idea that should a large project arise, the volume of loads while at a lower rate would allow for budget targets to be met. It was felt that the two lower rates would not change based on the size of the loads.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

This item is not on the strategic priorities plan or chart.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

Overall, there would not be any operational impacts. This should also not affect any revenues for the solid waste contractor. As part of adopting the proposed fees, Council is also asked to repeal the current Dumping Fees By-law 2645/H&S/20 and moving the fees to the fees and charges policy. Any other wording required referencing the ability of Council to waive the fees (not discount) can be incorporated into an amendment prior to third reading of the new Solid Waste Collection By-law 2653/H&S/20 currently before Council.

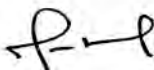
OPTIONS

- Council has three options:
- 1. Deny the proposed fee structure by defeating the motion.
 - 2. Approve the fee structure as presented.
 - 3. Approve the request with a variation to the fees.

RECOMMENDATION

“THAT Inuvik Town Council hereby adopts the amended Fees and Charges Policy FM.021 Schedule A as presented.”

Signature – SAO



Program or Service	Fee	GST	Total	Per
MIDNIGHT SUN COMPLEX				
All Facility Room Rentals (excluding pool lobby, lobby registration desk, business office)				
Booking/Security Deposit	\$ 150.00	\$ -	\$ 150.00	per room per booking
Cancellation/Change Fee	\$ 50.00	\$ -	\$ 50.00	per room per booking
Multiple Room Rentals (excludes pool lobby, lobby registration desk, business office)				
2 meeting rooms	5% discount			per day
3 meeting rooms	10% discount			per day
4 + meeting rooms	15% discount			per day
Rental - Community Hall				
Licensed Event	\$ 900.00	\$ 45.00	\$ 945.00	per day
Non-licensed Event	\$ 600.00	\$ 30.00	\$ 630.00	per day
Non-profit Event (non-licensed)	\$ 300.00	\$ 15.00	\$ 315.00	per day
Wedding (non-licensed)	\$ 300.00	\$ 15.00	\$ 315.00	per day
Bereavement	\$ 50.00	\$ 2.50	\$ 52.50	per day
Hourly Rentals	\$ 75.00	\$ 3.75	\$ 78.75	per hour or part thereof ≤ 4 hrs.
Renter Set-up Time	\$ 200.00	\$ 10.00	\$ 210.00	≤ 4 hours after 5:00 p.m.
Renter Take down Time	\$ 200.00	\$ 10.00	\$ 210.00	≤ 4 hours before 12 noon
Rental – Community Lounge				
Licensed Event	\$ 600.00	\$ 30.00	\$ 630.00	per day
Non-licensed Event	\$ 400.00	\$ 20.00	\$ 420.00	per day
Non-profit Event (non-licensed)	\$ 200.00	\$ 10.00	\$ 210.00	per day
Hourly Rentals	\$ 50.00	\$ 2.50	\$ 52.50	per hour or part thereof ≤ 4 hrs.
Renter Set-up Time	\$ 100.00	\$ 5.00	\$ 105.00	≤ 4 hours after 5:00 p.m.
Renter Take down Time	\$ 100.00	\$ 5.00	\$ 105.00	≤ 4 hours before 12 noon
Rental – Sundog Room				
Licensed Event	\$ 300.00	\$ 15.00	\$ 315.00	per day
Non-licensed Event	\$ 200.00	\$ 10.00	\$ 210.00	per day
Non-profit Event (non-licensed)	\$ 100.00	\$ 5.00	\$ 105.00	per day
Hourly Rentals	\$ 25.00	\$ 1.25	\$ 26.25	per hour or part thereof ≤ 4 hrs.
Set-up	\$ 50.00	\$ 2.50	\$ 52.50	≤ 4 hours after 5:00 p.m.
Take down	\$ 50.00	\$ 2.50	\$ 52.50	≤ 4 hours before 12 noon
Rental - Arena Pad - Dry Floor				
Licensed Event	\$ 1,500.00	\$ 75.00	\$ 1,575.00	per day
Non-licensed Event	\$ 1,000.00	\$ 50.00	\$ 1,050.00	per day
Non-profit Event (non-licensed)	\$ 600.00	\$ 30.00	\$ 630.00	per day
Sport – Youth	\$ 25.00	\$ 1.25	\$ 26.25	per hour - 17 yrs. of age or under
Sport – Adult	\$ 50.00	\$ 2.50	\$ 52.50	per hour
Hourly Rentals	\$ 150.00	\$ 7.50	\$ 157.50	per hour or part thereof ≤ 4 hrs.
Renter Set-up Time	\$ 400.00	\$ 20.00	\$ 420.00	≤ 8 hours after 12:00 noon
Renter Take down Time	\$ 400.00	\$ 20.00	\$ 420.00	≤ 8 hours before 4:00 p.m.
Rental - Curling Pad - Dry Floor				
Licensed Event	\$ 1,000.00	\$ 50.00	\$ 1,050.00	per day
Non-licensed Event	\$ 800.00	\$ 40.00	\$ 840.00	per day
Non-profit Event (non-licensed)	\$ 400.00	\$ 20.00	\$ 420.00	per day
Sport - Youth	\$ 25.00	\$ 1.25	\$ 26.25	per hour - 17 yrs. of age or under
Rental - Pool Lobby				
Non-licensed Event - fundraising	\$ 100.00	\$ 5.00	\$ 105.00	per day - non exclusive
Non-licensed Event - non-fundraising	\$ 50.00	\$ 2.50	\$ 52.50	per day - non exclusive
Rental - Lobby Registration Desk				
Lobby Registration Desk	\$ 100.00	\$ 5.00	\$ 105.00	per day - non exclusive
Rental - Business Office				
Business Office	\$ 50.00	\$ 2.50	\$ 52.50	per day
Sport - Adult	\$ 50.00	\$ 2.50	\$ 52.50	per hour
Hourly Rentals	\$ 100.00	\$ 5.00	\$ 105.00	per hour or part thereof ≤ 4 hrs.

Program or Service	Fee	GST	Total	Per
Rental - Business Office (continued)				
Renter Set-up Time	\$ 200.00	\$ 10.00	\$ 210.00	≤ 8 hours after 12:00 noon
Renter Take down Time	\$ 200.00	\$ 10.00	\$ 210.00	≤ 8 hours before 4:00 p.m.
Rental - Curling Lounge				
Licensed Event	\$ 400.00	\$ 20.00	\$ 420.00	per day
Non-licensed Event	\$ 300.00	\$ 15.00	\$ 315.00	per day
Non-profit Event (non-licensed)	\$ 200.00	\$ 10.00	\$ 210.00	per day
Hourly Rentals	\$ 25.00	\$ 1.25	\$ 26.25	per hour or part thereof ≤ 4 hrs.
Renter Set-up Time	\$ 50.00	\$ 2.50	\$ 52.50	≤ 4 hours after 5:00 p.m.
Renter Take down Time	\$ 50.00	\$ 2.50	\$ 52.50	≤ 4 hours before 12 noon
Rental - Vicki Billingsley Community Room - Library				
Non-licensed Event	\$ 150.00	\$ 7.50	\$ 157.50	per day
Non-profit Event (non-licensed) - meeting	\$ -	\$ -	no charge	per day - during operational hrs.
Hourly Rentals	\$ 25.00	\$ 1.25	\$ 26.25	per hour or part thereof ≤ 4 hrs.
Renter Set-up Time	\$ 50.00	\$ 2.50	\$ 52.50	≤ 4 hours - day before
Renter Take down Time	\$ 50.00	\$ 2.50	\$ 52.50	≤ 4 hours - day after
CONFERENCE/FACILITY EQUIPMENT				
Multiple Rental of Conference Equipment				
One day	10% discount			per day
2 to 4 days	15% discount			per day
5 days or more	20% discount			per day
Conference/Facility Equipment				
Wireless Internet	\$ 20.00	\$ 1.00	\$ 21.00	per day
Wireless Projector	\$ 100.00	\$ 5.00	\$ 105.00	per day
Desktop Projector	\$ 100.00	\$ 5.00	\$ 105.00	per day
HD Digital Projector	\$ 150.00	\$ 7.50	\$ 157.50	per day
Portable Screen	\$ 25.00	\$ 1.25	\$ 26.25	per day
Laptop	\$ 50.00	\$ 2.50	\$ 52.50	per day
DVD Player	\$ 25.00	\$ 1.25	\$ 26.25	per day
LCD TV Monitor	\$ 50.00	\$ 2.50	\$ 52.50	per day
Conference Telephone	\$ 40.00	\$ 2.00	\$ 42.00	per day
Portable Speaker/Mic	\$ 50.00	\$ 2.50	\$ 52.50	per day
Microphones	\$ 5.00	\$ 0.25	\$ 5.25	per day
Flip Chart	\$ 5.00	\$ 0.25	\$ 5.25	per day - must supply own paper
Lobby - Registration Desk	\$ 50.00	\$ 2.50	\$ 52.50	per day
Podium	\$ 15.00	\$ 0.75	\$ 15.75	per day
Sound System	\$ 250.00	\$ 12.50	\$ 262.50	per day
Video Conferencing Equipment	\$ 100.00	\$ 5.00	\$ 105.00	per hour
	\$ 250.00	\$ 12.50	\$ 262.50	per day
Genie Lift Machine	\$ 35.00	\$ 1.75	\$ 36.75	per hour or part thereof
TV/VCR Rental	\$ 25.00	\$ 1.25	\$ 26.25	per day
Disco Ball	\$ 25.00	\$ 1.25	\$ 26.25	per day
Specialty Lights	\$ 25.00	\$ 1.25	\$ 26.25	per type/per day
Fogging Machine	\$ 50.00	\$ 2.50	\$ 52.50	per day
Bubble Machine	\$ 50.00	\$ 2.50	\$ 52.50	per day
Karaoke Machine	\$ 150.00	\$ 7.50	\$ 157.50	per day
Video Camera	\$ 50.00	\$ 2.50	\$ 52.50	per day
Stantions	\$ 10.00	\$ 0.50	\$ 10.50	per station/per day
Table Paper	\$ -	\$ -	TBD	
CATERING				
Preparation Kitchen & Supplies	\$ 100.00	\$ 5.00	\$ 105.00	per day
Preparation Kitchen Cleaning Deposit	\$ 150.00		\$ 150.00	
Heating/Warming Table	\$ 25.00	\$ 0.50	\$ 25.50	per day/per unit
Warming Table Cleaning Deposit	\$ 25.00		\$ 25.00	per warming table
Coffee or Tea Urns	\$ 10.00	\$ 0.50	\$ 10.50	per day /per unit

Program or Service	Fee	GST	Total	Per
CATERING (continued)				
18.9 L Water & Dispenser	\$ 12.50	\$ -	\$ 12.50	per bottle
Table Cloths	\$ 15.00	\$ 0.75	\$ 15.75	per table
Replacement table cloth	\$ 15.00	\$ 0.75	\$ 15.75	per table
Table Skirting	\$ 10.00	\$ 0.50	\$ 10.50	per table
Replacement Skirting	\$ 10.00	\$ 0.50	\$ 10.50	per table
Drapery	\$ 10.00	\$ 0.50	\$ 10.50	per section
Tables	\$ 12.00	\$ 0.60	\$ 12.60	per table
Chairs	\$ 5.00	\$ 0.25	\$ 5.25	per chair
TRADESHOW EQUIPMENT				
Set-up Included:				
Standard 10 x 10 booth	\$ 50.00	\$ 2.50	\$ 52.50	per booth - drapes/skirts/cloths
Standard 10 x 10 booth	\$ 25.00	\$ 1.25	\$ 26.25	per booth - drapes only
8' high drape only	\$ 3.00	\$ 0.15	\$ 3.15	per linear foot
3' high drape only	\$ 1.50	\$ 0.08	\$ 1.58	per linear foot
6' table with cloth	\$ 25.00	\$ 1.25	\$ 26.25	per table
5' round table with cloth	\$ 15.00	\$ 0.75	\$ 15.75	per table
Set-up Not Included:				
Standard 10 x 10 booth	\$ 30.00	\$ 1.50	\$ 31.50	per booth - drapes/skirts/cloths
Standard 10 x 10 booth	\$ 15.00	\$ 0.75	\$ 15.75	per booth - drapes only
8' high drape only	\$ 2.00	\$ 0.10	\$ 2.10	per linear foot
3' high drape only	\$ 1.00	\$ 0.05	\$ 1.05	per linear foot
DROP ZONE - SEE AMENDED FEES (PAGE 8) IN EFFECT UNTIL THE PUBLIC HEALTH ORDER ENDS				
Drop-in (7 - 11 years)	\$ 2.38	\$ 0.12	\$ 2.50	per specified times
Drop-in (12 - 18 years)	\$ 4.76	\$ 0.24	\$ 5.00	per specified times
Rental	\$ 71.43	\$ 3.57	\$ 75.00	per hour - 2 hour minimum
Rental Damage/Cleaning Deposit	\$ 75.00	\$ -	\$ 75.00	per rental
PLAY ZONE/PARTY ROOM				
Drop-in	\$ 1.90	\$ 0.10	\$ 2.00	
Drop-in -10-pass	\$ 14.29	\$ 0.71	\$ 15.00	
Rental	\$ 47.62	\$ 2.38	\$ 50.00	per hour - 2 hour minimum
Rental Damage/Cleaning Deposit	\$ 50.00		\$ 50.00	per rental
ADMINISTRATIVE SERVICES				
Photocopies				
Colour	\$ 0.39	\$ 0.02	\$ 0.41	per page/per side
Black and white	\$ 0.17	\$ 0.01	\$ 0.18	per page/per side
Computer Printer				
Black and white	\$ 0.25	\$ 0.01	\$ 0.26	
Colour	\$ 1.00	\$ 0.05	\$ 1.05	
Faxing				
Local	\$ 1.00	\$ 0.05	\$ 1.05	per page
Long Distance	\$ 2.00	\$ 0.10	\$ 2.10	per page
Laminator				
lamination per foot	\$ 2.00	\$ 0.10	\$ 2.10	per foot
Plotter				
			TBD	
INUVIK CENTENNIAL LIBRARY				
Membership Card			no charge	
Transient Membership	\$ 14.29	\$ 0.71	\$ 15.00	
Lost Materials			TBD	item cost plus \$ 10.00 admin fee
Interlibrary Loans			no charge*	
ARENA				
Arena - Ice Rates	To receive youth rate the activity or event must be intended for youth participants			
Ice Rental – Youth	\$ 60.00	\$ 3.00	\$ 63.00	per hour
Ice Rental - Adult	\$ 130.00	\$ 6.50	\$ 136.50	per hour

Program or Service	Fee	GST	Total	Per
ARENA (continued)				
Youth Tournament	\$ 55.00	\$ 2.75	\$ 57.75	per hour
Adult Tournament	\$ 120.00	\$ 6.00	\$ 126.00	per hour
Public Skating			No charge	per program time
U 12 Drop in Shinney Hockey	\$ 1.90	\$ 0.10	\$ 2.00	per program time
U 12 Drop in Shinney Hockey - 10 pass	\$ 14.29	\$ 0.71	\$ 15.00	per program time
13 + Drop in Shinney Hockey	\$ 3.81	\$ 0.19	\$ 4.00	per program time
13 + Drop in Shinney Hockey - 10 pass	\$ 28.57	\$ 1.43	\$ 30.00	per program time - students only
Skate Sharpening	\$ 4.76	\$ 0.24	\$ 5.00	per pair of skates
SUPERPASS				
Pool/Gym/Squash Membership	\$ 1,047.62	\$ 52.38	\$ 1,100.00	per 12 months
Corporate Superpass	\$ 5,825.00	\$ 291.25	\$ 6,116.25	per 12 months
FITNESS PROGRAMS - SEE AMENDED FEES (PAGE 8) IN EFFECT UNTIL THE PUBLIC HEALTH ORDER ENDS				
Registration	\$ 57.14	\$ 2.86	\$ 60.00	per person
Flex Pass	\$ 57.14	\$ 2.86	\$ 60.00	per pass - with expiry date
Drop-in	\$ 7.62	\$ 0.38	\$ 8.00	per person/per class
FITNESS CENTRE - SEE AMENDED FEES (PAGE 8) IN EFFECT UNTIL THE PUBLIC HEALTH ORDER ENDS				
Drop-in	\$ 7.00	\$ 0.35	\$ 7.35	per day
1 week gym membership	\$ 30.00	\$ 1.50	\$ 31.50	per week
1 month gym membership	\$ 50.00	\$ 2.50	\$ 52.50	per month
3 month gym membership	\$ 125.00	\$ 6.25	\$ 131.25	per 3 months
12 month gym membership	\$ 450.00	\$ 22.50	\$ 472.50	per 12 months
Card deposit	\$ 20.00		\$ 20.00	
Corporate gym membership	\$ 2,500.00	\$ 125.00	\$ 2,625.00	per 12 months - five cards
Corporate card deposit	\$ 100.00		\$ 100.00	
Small corporate gym membership	\$ 500.00	\$ 25.00	\$ 525.00	per 12 months - one card
Locker Rental	\$ 5.00	\$ 0.25	\$ 5.25	per month
SQUASH - SEE AMENDED FEES (PAGE 8) IN EFFECT UNTIL THE PUBLIC HEALTH ORDER ENDS				
Court rentals - per person / per hour Must wear protective eye wear				
Squash Single	\$ 8.00	\$ 0.40	\$ 8.40	per person/hour
10 punch pass	\$ 75.00	\$ 3.75	\$ 78.75	per person/hour
3 month membership	\$ 91.00	\$ 4.55	\$ 95.55	per person
6 month membership	\$ 169.00	\$ 8.45	\$ 177.45	per person
12 month membership	\$ 312.00	\$ 15.60	\$ 327.60	per person
Racquet Re-string	\$ 32.00	\$ 1.60	\$ 33.60	per racquet
Gear Rental	\$ 5.00	\$ 0.25	\$ 5.25	per racquet and ball
Protective Eye Wear			no charge	
SWIMMING POOL				
Swim Admissions				
Children (0-6)			no charge	
Youth (7-18)	\$ 3.09	\$ 0.16	\$ 3.25	per person per swim
Adult (19-59)	\$ 6.19	\$ 0.31	\$ 6.50	per person per swim
Senior (60+)	\$ 3.09	\$ 0.16	\$ 3.25	per person per swim
Family	\$ 11.43	\$ 0.57	\$ 12.00	per family per swim
Youth - 10 punch pass	\$ 28.57	\$ 1.43	\$ 30.00	
Adult - 10 punch pass	\$ 57.14	\$ 2.86	\$ 60.00	
Senior - 10 punch pass	\$ 28.57	\$ 1.43	\$ 30.00	
Family - 10 punch pass	\$ 109.52	\$ 5.48	\$ 115.00	
Youth - 3 month pass	\$ 78.57	\$ 3.93	\$ 82.50	
Adult - 3 month	\$ 157.14	\$ 7.86	\$ 165.00	
Senior - 3 month pass	\$ 78.57	\$ 3.93	\$ 82.50	
Family - 3 month pass	\$ 314.29	\$ 15.71	\$ 330.00	
Youth - 6 month pass	\$ 142.86	\$ 7.14	\$ 150.00	
Adult - 6 month pass	\$ 285.71	\$ 14.29	\$ 300.00	
Senior - 6 month pass	\$ 142.86	\$ 7.14	\$ 150.00	
Family - 6 month pass	\$ 600.00	\$ 30.00	\$ 630.00	
Youth - 12 month pass	\$ 257.14	\$ 12.86	\$ 270.00	

Program or Service	Fee	GST	Total	Per
SWIMMING POOL (continued)				
Swim Admissions (continued)				
Adult - 12 month pass	\$ 514.29	\$ 25.71	\$ 540.00	
Senior - 12 month pass	\$ 257.14	\$ 12.86	\$ 270.00	
Family - 12 month pass	\$ 1,142.86	\$ 57.14	\$ 1,200.00	
Pool Rentals				
1 - 35 people	\$ 142.86	\$ 7.14	\$ 150.00	per hour
36 - 70 people	\$ 171.43	\$ 8.57	\$ 180.00	per hour
71 + people	\$ 238.10	\$ 11.90	\$ 250.00	per hour
Swim Lesson Programs				
10 lessons - Parent & Tot 1, 2, 3	\$ 63.00	\$ -	\$ 63.00	per person - 10 lessons per session
10 lessons - Preschool 1, 2, 3, 4, 5	\$ 63.00	\$ -	\$ 63.00	per person - 10 lessons per session
10 lessons - Swimmer 1, 2, 3	\$ 63.00	\$ -	\$ 63.00	per person - 10 lessons per session
10 lessons - Swimmer 4, 5, 6	\$ 73.50	\$ -	\$ 73.50	per person - 10 lessons per session
10 lessons - Adult Lessons 1, 2, 3	\$ 90.00	\$ 4.50	\$ 94.50	per person - 10 lessons per session
8 lessons - Parent & Tot 1, 2, 3	\$ 50.40	\$ -	\$ 50.40	per person - 8 lessons per session
8 lessons - Preschool 1, 2, 3, 4, 5	\$ 50.40	\$ -	\$ 50.40	per person - 8 lessons per session
8 lessons -Swimmer 1, 2, 3	\$ 50.40	\$ -	\$ 50.40	per person - 8 lessons per session
8 lessons - 4, 5, 6	\$ 58.80	\$ -	\$ 58.80	per person - 8 lessons per session
8 lessons - Adult Lessons 1, 2, 3	\$ 72.00	\$ 3.60	\$ 75.60	per person - 8 lessons per session
Youth Private Lessons (age 14 or younger)	\$ 25.00	\$ -	\$ 25.00	per person - per 1/2 hour class
Adult Private Lessons (age 15 yrs. or older)	\$ 25.00	\$ 1.25	\$ 26.25	per person - per 1/2 hour class
Leadership Programs				
Bronze Medallion/Bronze Cross	Fees calculated based on current material costs, certification fees, instructor fees, number of anticipated candidates and funding opportunities			per person
NLS				per person
Swim & Lifesaving Instructor				per person
Standard First Aid/CPR/AED				per person
Miscellaneous				
Showers	\$ 2.38	\$ 0.12	\$ 2.50	per person
Locker Rental	\$ 0.95	\$ 0.05	\$ 1.00	per locker/per use
YOUTH CAMPS Summer Day Camp / March Break Day Camp - non supervised lunch				
full week	\$ 175.00	\$ -	\$ 175.00	per child
full week - additional child	\$ 135.00	\$ -	\$ 135.00	per additional child
short week - 4 days	\$ 140.00	\$ -	\$ 140.00	per child - due to closure/stat holiday
short week - 4 days - additional child	\$ 108.00	\$ -	\$ 108.00	per additional child - due to closure/stat. hol.
short week - 3 days	\$ 105.00	\$ -	\$ 105.00	per child - due to closure/stat holiday
short week - 3 days - additional child	\$ 81.00	\$ -	\$ 81.00	per additional child - due to closure/stat. hol.
drop-in - per day	\$ 50.00	\$ -	\$ 50.00	per child
drop-in - half day - morning	\$ 20.00	\$ -	\$ 20.00	per child
drop-in - half day - afternoon	\$ 30.00	\$ -	\$ 30.00	per child
cancellation/change fee	\$ 10.00		\$ 10.00	per change or refund
PD FUN DAYS School PD Days - non supervised lunch				
full day	\$ 40.00	\$ -	\$ 40.00	per child
half day - morning	\$ 15.00	\$ -	\$ 15.00	per child
half day - afternoon	\$ 25.00	\$ -	\$ 25.00	per child
RECREATION PROGRAMS				
Girls Night	\$ 15.00	\$ -	\$ 15.00	per child
Boys Night	\$ 15.00	\$ -	\$ 15.00	per child
RESALE MERCHANDISE				
Squash - Resale Merchandise				
Squash Balls	\$ 5.00	\$ 0.25	\$ 5.25	
Rad Wrap	\$ 9.00	\$ 0.45	\$ 9.45	
Rad Cushion	\$ 10.00	\$ 0.50	\$ 10.50	
Ekleton Mirage II	\$ 15.00	\$ 0.75	\$ 15.75	
Head & Wrist Band	\$ 6.00	\$ 0.30	\$ 6.30	
Ekleton 03 Bones	\$ 30.00	\$ 1.50	\$ 31.50	
Protective Eye Wear	as marked	plus	as marked	

Program or Service	Fee	GST	Total	Per
RESALE MERCHANDISE (continued)				
Squash Racquets	as marked	plus	as marked	
Swimming Pool - Resale Merchandise				
Splasher Goggles	\$ 9.00	\$ 0.45	\$ 9.45	
Jr. Champ Goggles	\$ 9.00	\$ 0.45	\$ 9.45	
Vanquisher Goggles	\$ 20.00	\$ 1.00	\$ 21.00	
Silicone Nose Clips	\$ 7.00	\$ 0.35	\$ 7.35	
PVC Ear Plugs	\$ 5.00	\$ 0.25	\$ 5.25	
Silicone Ear Plugs	\$ 7.00	\$ 0.35	\$ 7.35	
Latex Swim Caps	\$ 5.00	\$ 0.25	\$ 5.25	
Silicone Swim Caps	\$ 10.00	\$ 0.50	\$ 10.50	
Miss Glam Swim Caps	\$ 8.00	\$ 0.40	\$ 8.40	
Swim Diapers (reusable)	\$ 12.00	\$ 0.60	\$ 12.60	
Female Swim Suits	as marked	plus		
Male Swim Suits	as marked	plus		
Aquafit Glove	\$ 9.00	plus		
Rainbow Kickboard	\$ 7.50	\$ 0.38	\$ 7.88	
Swim Towel	\$ 5.00	\$ 0.25	\$ 5.25	
Water Wings (arm bands)	\$ 6.00	\$ 0.30	\$ 6.30	
MISCELLANEOUS EQUIPMENT RENTAL				
20' x 20' square tent	\$ 200.00	\$ 10.00	\$ 210.00	first day - with set-up/take down
	\$ 75.00	\$ 3.75	\$ 78.75	per additional day
40' hex tent	\$ 400.00	\$ 20.00	\$ 420.00	first day - with set-up/take down
	\$ 125.00	\$ 6.25	\$ 131.25	per additional day
SL 100 Portable Stage	\$ 700.00	\$ 35.00	\$ 735.00	first day - with set-up/take down
	\$ 125.00	\$ 6.25	\$ 131.25	per additional day
Portable Bar	\$ 75.00	\$ 3.75	\$ 78.75	per unit/per day
25' x 15' Blow Up Screen	\$ 400.00	\$ 20.00	\$ 420.00	per day - with set-up/take down
Tailgate Barbecue	\$ 250.00	\$ 12.50	\$ 262.50	per day
BBQ cleaning deposit	\$ 75.00		\$ 75.00	
Barbeque Delivery or Pick-up	\$ 15.00	\$ 0.75	\$ 15.75	per delivery or per pick-up
Bouncy Castle				TO BE ASSESSED
Arena Ice Cover (set-up / take-down)	\$ 1,800.00	\$ 90.00	\$ 1,890.00	set-up / take down
Arena Ice Cover rental / day	\$ 1,000.00	\$ 50.00	\$ 1,050.00	per day - outside of setup/take down
SPONSORSHIP ADVERTISING				
Zamboni Top	\$ 1,000.00	\$ 50.00	\$ 1,050.00	top - per ice season
Zamboni Side	\$ 1,000.00	\$ 50.00	\$ 1,050.00	per side per ice season
Arena Wall Signs - 4' x 4'	\$ 300.00	\$ 15.00	\$ 315.00	per year (sign extra)
- 4' x 8'	\$ 500.00	\$ 25.00	\$ 525.00	per year (sign extra)
Arena Dasher Boards - half board	\$ 300.00	\$ 15.00	\$ 315.00	per year (sign extra)
- full board	\$ 500.00	\$ 25.00	\$ 525.00	per year (sign extra)
On-ice-logo - Centre Ice	\$ 1,000.00	\$ 50.00	\$ 1,050.00	per season (logo extra)
- Other	\$ 600.00	\$ 30.00	\$ 630.00	per season (logo extra)
Scrolling Video (Lobby)	\$ 10.00	\$ 0.50	\$ 10.50	per day
	\$ 50.00	\$ 2.50	\$ 52.50	per week (7 days)
	\$ 150.00	\$ 7.50	\$ 157.50	per month (28-31 days)
POOL SWIM SPONSORSHIP (sign extra)				
per hour	\$ 142.86	\$ 7.14	\$ 150.00	
1 week - public/teen	\$ 1,000.00	\$ 50.00	\$ 1,050.00	average of 12 hours per week
- family	\$ 500.00	\$ 25.00	\$ 525.00	average of 7 hours per week
- public/teen/family	\$ 1,500.00	\$ 75.00	\$ 1,575.00	average of 19 hours per week
1 month - public/teen	\$ 2,500.00	\$ 125.00	\$ 2,625.00	average of 36 hours per month
- family	\$ 1,500.00	\$ 75.00	\$ 1,575.00	average of 28 hours per month
- public/teen/family	\$ 3,500.00	\$ 175.00	\$ 3,675.00	average of 64 hours per month
July/Aug - public/teen	\$ 4,000.00	\$ 200.00	\$ 4,200.00	average of 72 hours per month
- public/teen/family	\$ 5,000.00	\$ 250.00	\$ 5,250.00	average of 100 hours per month

Program or Service	Fee	GST	Total	Per
OTHER				
Staff hours for delivery / set up / take down of equipment	\$ 47.62	\$ 2.38	\$ 50.00	per person/per hour
LOTTERY FEES				
50/50, 1/3 1/3 1/3 and Progressive Bingos				
Less than 6 games being run during the lottery	\$ 20.00	\$ -	\$ 20.00	per license
More than 6 games being run during the lottery	\$ 50.00	\$ -	\$ 50.00	per game
All Other Games				
Total prize value \$1,250.00 or less	\$ 50.00	\$ -	\$ 50.00	per game
Total prize value \$1,250.00 or more	5% of total prize value			per game
Nevada Tickets				
Hall/Media Bingo	\$ 50.00	\$ -	\$ 50.00	per game
Booth fee where licence is for 6 months or less	\$ 50.00	\$ -	\$ 50.00	per day
	\$ 450.00	\$ -	\$ 450.00	per month
Casinos				
Casino Lottery	\$ 50.00	\$ -	\$ 50.00	per day
Raffles				
Raffles with total prize value of \$1,250.00 or less	\$ 25.00	\$ -	\$ 25.00	per raffle
Raffles with total prize value of greater than \$1,250.00	5% of total prize value			per raffle
Fee payable to club room for series of raffle ticket lotteries where the club licence is for a period of less than 6 months	\$ 100.00	\$ -	\$ 100.00	per month
Chase the Ace Style Lottery				
Initial Licence Fee	\$ 50.00	\$ -	\$ 50.00	per licence
Greater than \$1,250.00	5% of total prize value			per licence
Between \$7,000.00 and \$19,999.00	\$ 300.00	\$ -	\$ 300.00	per licence
Greater than \$19,999.00	\$ 1,500.00	\$ -	\$ 1,500.00	per licence
Other Lottery Fees				
Licence Amendment or Cancellation Fee	\$ 25.00	\$ -	\$ 25.00	per occasion
Late Application Processing Fee	\$ 50.00	\$ -	\$ 50.00	per occasion
Processing Fee for Incorrect or Incomplete Documents	\$ 75.00	\$ -	\$ 75.00	per occasion
RESPONSIBLE PET OWNERSHIP FEES				
Dog Licence Fees				
1 Year Dog Licence - Fixed Dog	\$ 25.00	\$ -	\$ 25.00	per licence
1 Year Dog Licence - Intact Dog	\$ 40.00	\$ -	\$ 40.00	per licence
1 Year Dog Licence - Nuisance Dog (fixed or intact)	\$ 100.00	\$ -	\$ 100.00	per licence
Lifetime Dog Licence - Fixed Dog	\$ 150.00	\$ -	\$ 150.00	per licence
Lifetime Dog Licence - Intact Dog	\$ 240.00	\$ -	\$ 240.00	per licence
Replacement of Lost Tag - Fixed Dog	\$ 10.00	\$ -	\$ 10.00	per tag
Replacement of Lost Tag - Intact Dog	\$ 10.00	\$ -	\$ 10.00	per tag
Replacement of Lost Tag - Nuisance Dog	\$ 10.00	\$ -	\$ 10.00	per tag
Impoundment/Seizure Fees				
1st Impoundment/Seizure (Subsidised Rate) - Licenced Dog	\$ 50.00	\$ -	\$ 50.00	per occasion
1st Impoundment/Seizure (Subsidised Rate) - Unlicensed Dog	\$ 100.00	\$ -	\$ 100.00	per occasion
1st Impoundment/Seizure (Subsidised Rate) - Nuisance Dog	\$ 200.00	\$ -	\$ 200.00	per occasion
Each Additional Impoundment/Seizure (Full Rate) - Licenced Dog	\$ 120.00	\$ -	\$ 120.00	per occasion
Each Additional Impoundment/Seizure (Full Rate) - Unlicensed Dog	\$ 120.00	\$ -	\$ 120.00	per occasion
Each Additional Impoundment/Seizure (Full Rate) - Nuisance Dog	\$ 200.00	\$ -	\$ 200.00	per occasion
Daily Maintenance Fees for Impounded/Seized Dogs				
Per day in pound (including first day)				
Licensed Dog	\$ 20.00	\$ -	\$ 20.00	per day
Unlicensed Dog	\$ 30.00	\$ -	\$ 30.00	per day
Nuisance Dog	\$ 40.00	\$ -	\$ 40.00	per day
Veterinarian & Other Fees				
Veterinarian Fees (Licensed, Unlicensed & Nuisance Dogs)	Actual Cost + 10% Administrative Fee			
Medication/Vaccinations (Licensed, Unlicensed & Nuisance Dogs)	Actual Cost + 10% Administrative Fee			
Air Transportation (Licensed, Unlicensed & Nuisance Dogs)	Actual Cost + 10% Administrative Fee			
Veterinarian Boarding (Licensed, Unlicensed & Nuisance Dogs)	Actual Cost + 10% Administrative Fee			
Other Costs Incurred by the Town of Inuvik	Actual Cost + 10% Administrative Fee			

Program or Service	Fee	GST	Total	Per
BUSINESS LICENCE FEES				
Resident Business Licence	\$ 100.00	\$ -	\$ 100.00	per licence
Non-resident Business Licence	\$ 500.00	\$ -	\$ 500.00	per licence
Peddler/Hawker Business Licence - First 3 days	\$ 250.00	\$ -	\$ 250.00	per licence
Peddler/Hawker Business Licence - Each day thereafter	\$ 100.00	\$ -	\$ 100.00	per licence
Cannabis Retail Store Business Licence - Resident	\$ 250.00	\$ -	\$ 250.00	per licence
Cannabis Retail Store Business Licence - Non-resident	\$ 750.00	\$ -	\$ 750.00	per licence
Cannabis Production & Manufacturing Facility - Resident	\$ 250.00	\$ -	\$ 250.00	per licence
Cannabis Production & Manufacturing Facility - Non-resident	\$ 750.00	\$ -	\$ 750.00	per licence
ATV LICENCE FEES				
All ATV operators (exclusive of Elders)	\$ 25.00	\$ -	\$ 25.00	per licence
Elders Licence	\$ 1.00	\$ -	\$ 1.00	per licence
Replacement of a Lost Licence	\$ 10.00	\$ -	\$ 10.00	per licence
Replacement of a Lost Licence - Elders	\$ 1.00	\$ -	\$ 1.00	per licence

THE FOLLOWING FEES WILL BE IN EFFECT UNTIL THE PUBLIC HEALTH ORDER ENDS

FITNESS CENTRE

- For every 4 bookings a member would have their membership reduced by 1 week
- Entry fee of \$ 3.00 per booking
- Purchase of 10 -use booklet for \$ 30.00
(\$3.00 and \$ 30.00 fee would be gst included)

SQUASH

- For every 4 bookings a member would have their membership reduced by 1 week
- Entry fee of \$ 2.00 per booking
- Purchase of 10-use booklet for \$ 20.00
(\$ 2.00 and \$ 20.00 fee would be gst included)

DROP ZONE

- Entry fee of \$ 2.00 per booking
- Purchase of 10-use booklet for \$ 20.00
(\$ 2.00 and \$ 20.00 fee would be gst included)

FITNESS PROGRAMS

- Entry fee of \$ 6.00 per person per class
(\$ 6.00 fee would be gst included)

ROOM RENTALS - YOUTH ORGANIZATIONS - PROGRAMS

- Rental fee of \$ 26.25 per hour or part thereof ≤ 4 hours.
(\$ 26.25 fee would be gst included)

TIPPING FEES - SOLID WASTE FACILITY

LOCAL WASTE

LOAD SIZE AND BULK DISCOUNT	PRICE FIRST 20,000 LBS	GST	TOTAL	PRICE (+ GST) EACH ADDITIONAL 1,000 LBS
X-Large - Base Load Weight: 20,000 lb.				
0-50 LOADS (Bulk Discount 0%)	\$ 325.00	\$ 16.25	\$ 341.25	\$15.00
51-100 LOADS (Bulk Discount: 15%)	\$ 275.00	\$ 13.75	\$ 288.75	\$10.00
101-200 LOADS (Bulk Discount 20%)	\$ 260.00	\$ 13.00	\$ 273.00	\$5.00
200+ LOADS (Bulk Discount 25%)	\$ 240.00	\$ 12.00	\$ 252.00	\$5.00

Program or Service	Fee	GST	Total	Per
TIPPING FEES - LOCAL WASTE (continued)				
Large - Base Load Weight: 5,000 lb.				
0-50 LOADS (Bulk Discount 0%)	\$ 125.00	\$ 6.25	\$ 131.25	\$15.00
51-100 LOADS (Bulk Discount: 15%)	\$ 110.00	\$ 5.50	\$ 115.50	\$10.00
101-200 LOADS (Bulk Discount 20%)	\$ 100.00	\$ 5.00	\$ 105.00	\$5.00
200+ LOADS (Bulk Discount 25%)	\$ 95.00	\$ 4.75	\$ 99.75	\$5.00
Medium (1-ton truck & truck/trailer combination)	\$ 65.00	\$ 3.25	\$ 68.25	per load
Small (1/2 ton to 1 ton truck)	\$ 35.00	\$ 1.75	\$ 36.75	per load
TIPPING FEES - OUT OF TOWN WASTE				
LOAD SIZE AND BULK DISCOUNT	PRICE FIRST 20,000 LBS	GST	TOTAL	PRICE (+ GST) EACH ADDITIONAL 1,000 LBS
X-Large - Base Load Weight: 20,000 lb.				
0-50 LOADS (Bulk Discount 0%)	\$ 1,000.00	\$ 50.00	\$ 1,050.00	\$15.00
51-100 LOADS (Bulk Discount: 15%)	\$ 850.00	\$ 42.50	\$ 892.50	\$10.00
101-200 LOADS (Bulk Discount 20%)	\$ 800.00	\$ 40.00	\$ 840.00	\$5.00
200+ LOADS (Bulk Discount 25%)	\$ 750.00	\$ 37.50	\$ 787.50	\$5.00
Large - Base Load Weight: 5,000 lb.				
0-50 LOADS (Bulk Discount 0%)	\$ 125.00	\$ 6.25	\$ 131.25	\$15.00
51-100 LOADS (Bulk Discount: 15%)	\$ 110.00	\$ 5.50	\$ 115.50	\$10.00
101-200 LOADS (Bulk Discount 20%)	\$ 100.00	\$ 5.00	\$ 105.00	\$5.00
200+ LOADS (Bulk Discount 25%)	\$ 95.00	\$ 4.75	\$ 99.75	\$5.00
Medium (1-ton truck & truck/trailer combination)	\$ 600.00	\$ 30.00	\$ 630.00	per load
Small (1/2 ton to 1 ton truck)	\$ 400.00	\$ 20.00	\$ 420.00	per load

REQUEST FOR COUNCIL DECISION

Meeting Dates: September 26 and 28, 2020

RFCD #: 2020-SAO-063

TOPIC

New Proposed Solid Waste Collection By-law

BACKGROUND

A new proposed Solid Waste Collection By-law was presented Council at the September 14 and 16, 2020 Council meetings. First and Second Readings were given to the attached by-law as originally presented.

The draft by-law has been amended to include references to the new variable tipping fee schedule adopted as an amendment to the Fees and Charges Policy (should it be approved). Applicable clauses from the existing Solid Waste Levy By-law 2645/H&S/20 have also been incorporated into this by-law (in orange text), resulting in the ability to repeal it upon Third Reading being given to this by-law.

If there are no amendments or other considerations, Council may proceed with giving Third and Final Reading to this by-law as amended.

FINANCIAL IMPLICATIONS

There are no financial implications apart from a potential minor increase in revenues generated from specified penalties.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

This item is not on the strategic priorities plan or chart.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

There are no other considerations or operational impacts.

OPTIONS

- Council has the following options to consider:
- 1. Give the by-law Third and Final Reading as amended.
 - 2. Pass a motion to defer Third Reading until a future date.
 - 3. Refer the by-law back to Administration with direction for suggested changes or areas that require further investigation.
 - 4. Defeat the by-law. Once defeated, a by-law cannot be brought back as written and would require revision.

RECOMMENDATION

“THAT Inuvik Town Council hereby gives THIRD AND FINAL READING to By-law 2653/H&S/20, the solid waste collection by-law as amended.”

Signature – SAO



**TOWN OF INUVIK
BY-LAW #2653/H&S/20**

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO PROVIDE FOR GARBAGE COLLECTION, REMOVAL AND DISPOSAL

PURSUANT to the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c. 22, the Council of the Municipal Corporation of the Town of Inuvik in the Northwest Territories, in regular session, duly assembled, enacts as follows:

1.0 SHORT TITLE

1.1 This by-law may be cited as the “**Solid Waste Collection By-law**”.

2.0 INTERPRETATION

2.1 In this by-law:

- 1) “**Apartment Complex**” means any residential building which is either occupied or intended to be occupied by more than eight families living independently of one another upon the same premises.
- 2) “**Ashes**” means the powdery residue accumulated on property left after the combustion of any substance and includes any partially burnt wood, charcoal, coal or other material;
- 3) “**Bulky Waste**” means large items of refuse that are not garbage and includes appliances, furniture, mattresses, automobiles and automobile parts, concrete, tires, grease, oil, night soil, scrap metal, derelict machinery, car and truck bodies, derelict boats, derelict motor toboggans, non-working or scrap machinery, large containers, tree cuttings exceeding 1 metre in length or 5 centimetre in diameter, tree stumps, roots, turf, earth, rocks, iron, any other bulky material in excess of 1.2 metres in length or 23 kilograms in weight, other such waste matter as may accumulate as a result of demolition or construction operations, and any other material designated by the Director of Public Services to be uncollectable.
- 4) “**Collection**” means the removal of garbage from an approved receptacle to the solid waste disposal facility where such removal is done by the municipality or a contractor under contract for the Town.
- 5) “**Commercial Premises**” means any building used as any type of industrial or commercial establishment including warehouses, factories, stores, cafes, wholesale or retail business places, office blocks, hospitals, schools, hotels and motels, and any other establishment which is designated by Council as constituting commercial premises.
- 6) “**Construction and Demolition Waste**” means waste building materials and rubble resulting from construction, repair, remodeling or demolition activities and shall include tree stumps, earth, sand and stone.

- 7) **“Council”** means the municipal council of the Town of Inuvik.
- 8) **“Director of Public Services”** means the person appointed by the Council of the Town of Inuvik as the Director of Public Services, and includes any person designated by them to act on their behalf.
- 9) **“Garbage”** means waste or debris from domestic, commercial or industrial activities including broken household dishes and utensils, condemned meats, fish, fruits and vegetables resulting from the handling, preparation, cooking and consumption of food, empty or partly empty tins, boxes, cartons, bottles and containers, discarded paper and fabric, solid waste, liquid waste, rubbish, and yard rubbish.
- 10) **“Blue Bin Commercial Container”** means a type of garbage receptacle designed for the storage of waste between collection times that prevents access to such waste by domestic animals and wildlife, and the design, construction and location of which has been approved by the Town.
- 11) **“Garbage Unacceptable for General Collection”** includes bulky waste, construction and demolition waste, toxic and hazardous materials, trade waste and night soil (honey bag or other receptacle used for the collection of human waste).
- 12) **“Hazardous Waste”** means any waste that may present a hazard to persons, flora, fauna or public lands, including wastes of a pathological, an explosive, a highly flammable, a radioactive or a toxic nature.
- 13) **“Inert Waste”** means waste which is neither chemically nor biologically reactive and will not decompose or only very slowly.
- 14) **“Liquid Waste”** means garbage made up of waste materials or substances that have sufficient moisture or other liquid contents to be free flowing but that are not suitable for disposal through a sewer system.
- 15) **“Night Soil”** means human excrement collected from buckets, cesspools, and outhouses.
- 16) **“Owner”** “Owner” means the person named on a certificate of title registered with the Northwest Territories Land Titles Office or, if that person is deceased, their estate.
- 17) **“Peace Officer”** means any By-law Enforcement Officer of the Town of Inuvik, or any RCMP officer.
- 18) **“Person”** has the meaning given to it in the *Interpretation Act*.
- 19) **“Residential Solid Waste”** means any solid material normally generated in a residence during ordinary day-to-day living, including but not limited to garbage, paper products, rags, leaves and garden trash.
- 20) **“Responsible Person”** means:
 - i) where premises are occupied by the owner, the owner

- ii) where premises are leased, the lessee
 - iii) in any other case, the person in charge of the property in question.
- 21) **“Salvage”** means reusable solid waste that has been deposited at designated areas of the solid waste disposal facility that are accessible to the general public.
 - 22) **“Senior Administrative Officer”** means the Senior Administrative Officer of the Municipal Corporation of the Town of Inuvik, or their designate.
 - 23) **“Street”** means any public roadway used by waste collection vehicles to gain access to the boundary of a private property from which garbage or refuse is being collected.
 - 24) **“Solid Waste”** means the useless, unwanted, or discarded solid waste materials resulting from normal human activities including semi-liquid or wet wastes with insufficient liquid content to be free flowing.
 - 25) **“Solid Waste Disposal Facility”** means any area set aside by the Town for the dumping of garbage, domestic waste, refuse and any other non-hazardous waste.
 - 26) **“Tipping”** means the off-loading of vehicles at the solid waste disposal facility.
 - 27) **“Tipping (Dumping) Fees”** means the fees levied and collected by the Town for solid waste disposed at the solid waste disposal facility as listed in the Dumping Fees By-law.
 - 28) **“Town”** means the Municipal Corporation of the Town of Inuvik.

3.0 GENERAL PROVISIONS

- 3.1 The responsible person of a residential building shall transport and deposit all garbage from that building into a blue bin commercial container unless exempted under section 4.2. If the container is full, the responsible person shall immediately notify the Director of Public Services.
- 3.2 All garbage disposed of in a blue bin commercial container must be:
 - (a) contained in an appropriate disposal vessel in good repair and securely tied;
 - (b) be a maximum weight of 23 kilograms per bundle; and
 - (c) be a maximum length of 1.2 metres.
- 3.3 The owner or operator of a commercial premises shall deposit all garbage in a blue bin commercial container designated for their business.
- 3.4 No person shall leave garbage or hazardous waste of any kind accessible to wildlife.
- 3.5 Except as otherwise provided for in this by-law, the collection, removal and disposal of garbage within the Town of Inuvik shall be under the supervision of the Town or its

designated agents and no person shall discard, dispose of or deposit garbage anywhere in the community except in such places and at such times and under such conditions as the Director of Public Services may authorize.

- 3.6 The disposal of garbage unacceptable for general collection shall be the sole responsibility of the person controlling such garbage. Such garbage shall not be deposited in blue bin commercial containers and shall not be included in general garbage collection undertaken by the municipality.
- 3.7 No person shall put out or permit to be put out any garbage for collection unless such garbage is contained in garbage containers or cans which are in the opinion of the Director of Public Services in good condition, except as otherwise provided in this by-law.
- 3.8 Any person using a garbage can or container shall ensure that its cover is kept firmly in place upon the container or can.
- 3.9 All wet garbage shall be wrapped securely in paper or placed in plastic bags prior to being placed in garbage containers or cans for collection.
- 3.10 The following material may be placed for collection even if not in garbage containers or cans, but only on days designated by the Town to be large item pick-up days:
 - (i) Christmas trees, shrubs, bushes if tied in bundles not exceeding 4 feet in length or 12 inches in diameter;
 - (ii) Clippings or weeds if tied in boxes or bags;
 - (iii) Boxes of waste which are sturdy enough to handle. Such boxes shall not exceed a capacity of 5 cubic feet with a maximum weight of 50 pounds;
 - (iv) Mattresses;
 - (v) Household appliances;
 - (vi) Household furniture;
 - (vii) Household electronics; and
 - (viii) Other materials as approved by the Director of Public Services.
- 3.11 If any person is in breach of or violates any of the provisions of this by-law, the Town may refuse to collect any garbage, collectable refuse, or ashes at such premises and the responsible person for the premises will be directly responsible for the collection, removal and disposal thereof as well as an applicable fees.
- 3.12 No person shall dispose of hazardous waste in blue bin commercial containers or individual pickups and will only be accepted at the solid waste disposal facility and deposited in the appropriate area.

4.0 GARBAGE COLLECTION

- 4.1 Collection of garbage and collectable refuse shall occur on such days and at such times as the advertised route schedule dictates.
- 4.2 For properties where blue bin commercial containers have not been installed for garbage collection, on garbage collection days, the garbage container or can must be placed by the responsible person at the front property line near the roadway running adjacent to it or at such other place designated by the Director of Public Services to be the pickup location. The garbage containers or cans are to be placed at such pickup location by 8:00 a.m. on the mornings of the day of collection.

5.0 AUTHORITY OF SENIOR ADMINISTRATIVE OFFICER

- 5.1 The Senior Administrative Officer is authorized to make any rules or regulations they consider necessary concerning the safe use and efficient operation of the solid waste disposal facility and the general management of the solid waste in the Town that do not contradict the provisions of this by-law.
- 5.2 Without limiting the generality of the Senior Administrative Officer's powers under section 5.1, and for greater certainty, the Senior Administrative Officer is authorized to:
- a) deny use of the solid waste disposal facility and/or collection services, either temporarily or permanently, to any person who violates any of the terms of this by-law including failing to pay the required fees;
 - b) reject any solid waste for any reason;
 - c) close the solid waste disposal facility to the public to protect the public from harm; and
 - d) determine the time and frequency of solid waste collection.

6.0 GARBAGE COLLECTION CONTRACTS

- 6.1 The Town may contract with any person and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of all or a portion of its solid waste on any terms and conditions that it deems to be proper and expedient, and that person or persons shall be designated the Town's garbage collection contractor.

7.0 FEES AND EXEMPTIONS

- 7.1 All Private residential users of the landfill site solid waste disposal facility will only be exempted from dumping fees for residential solid waste. ~~garbage tipping fees only.~~

7.2 Council may designate times during the year where tipping fees will be waived for solid waste disposal in conjunction with community clean-up activities.

~~7.3 Tipping fees shall be charged as per the Dumping Fees By-law as amended.~~

7.3 Tipping fees as set out in the Town of Inuvik Fees and Charges Policy will be charged at the Town's solid waste disposal facility and will be applicable to all commercial, institutional, and industrial users.

7.4 The tipping fees set out in the Town of Inuvik Fees and Charges Policy may be waived at the discretion of Council through the passing of a resolution to that effect.

8.0 PROHIBITIONS

8.1 No person shall place, mix or permit to be placed or mixed with any material for removal as garbage, collectable refuse or ashes, or other highly combustible material.

8.2 No person shall dispose of or permit to be disposed of any garbage, collectable refuse, ashes, or other waste material at any place within the Town other than the solid waste disposal facility or other place as designated by the Council through the Director of Public Services or their agent from time to time, and other than during such times as the Council directs.

8.3 At no time shall the Town accept any hazardous or contaminated industrial waste from outside of the municipal boundaries.

8.4 Inert waste generated within the Town of Inuvik will be accepted as per Territorial Government regulations.

8.5 No person shall burn garbage.

9.0 RIGHT OF ENTRY

9.1 All authorized collectors of garbage, collectable refuse and ashes may enter yards and premises of any person at all reasonable times for the purpose of carrying out their duties.

11.0 UNCOLLECTABLE MATERIALS

11.1 For all items uncollectable under this by-law, it is the responsibility of the owner to dispose of such items at the solid waste disposal facility according to the facility's operating rules and solid waste facility manual.

12.0 OFFENCES

- 8.1 Every person who contravenes any provision of this by-law is guilty of an offence and is liable upon Summary Conviction (if a fine is not otherwise specified in Schedule A attached to and forming part of this by-law) to:
- (a) for the first and each subsequent offence:
 - i) for a person, to a fine not exceeding two thousand dollars (\$2,000.00), or to imprisonment for a term not exceeding six (6) months, or to both;
 - ii) for a corporation, to a fine not exceeding ten thousand dollars (\$10,000.00), or to imprisonment for a term not exceeding six (6) months, or to both.
- 8.2 A Peace Officer may issue a Summary Offence Ticket in the form prescribed by the *Summary Convictions Procedures Act* to any person who contravenes any provision of this by-law, and such person may, in lieu of prosecution, pay the Town of Inuvik the specified penalty for the offence as listed in Schedule A attached to and forming part of this by-law, prior to the court date specified on the ticket.

13.0 SEVERABILITY

- 13.1 If any provision or part of a provision of this by-law is declared by a court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

15.0 REPEALS

- 15.1 By-laws 92-1215, 92-1224, 93-1281 and 2645/H&S/20 as amended and any other garbage collection or tipping fee by-laws in effect are hereby repealed.

16.0 EFFECT

- 16.1 This by-law shall come into effect upon the day of its final passage.

READ A FIRST TIME THIS 16TH DAY OF SEPTEMBER, 2020 A.D.

READ A SECOND TIME THIS 16TH DAY OF SEPTEMBER, 2020 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____, 2020 A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

I hereby certify that this by-law has been made in accordance with the requirements of the Cities, Towns and Villages Act and the by-laws of the Town of Inuvik.

SENIOR ADMINISTRATIVE OFFICER

SCHEDULE A

SPECIFIED PENALTIES

SECTION	OFFENCE	PENALTY	
		Individual	Corporation
3.1 3.3	Allowing waste material to accumulate	\$50.00	\$250.00
3.5	Depositing waste material on or near a street or public property	\$50.00	\$50.00
3.7	Using unapproved container or can	\$50.00	\$250.00
3.8	Fail to secure cover on container or can	\$25.00	\$200.00
3.9	Improperly placing wet garbage out for collection	\$25.00	\$200.00
8.1	Placing highly combustible materials out for collection with garbage	\$200.00	\$1,000.00
8.2	Disposing of waste materials in unapproved locations		
	First Offence	\$100.00	\$1,000.00
	Second Offence	\$200.00	\$2,000.00
	Third and subsequent offences	\$350.00	\$3,000.00
	All by-law sections not specified in this schedule	\$100.00	\$1,000.00

REQUEST FOR COUNCIL DECISION

Meeting Dates: September 26 and 28, 2020

RFCD #: 2020-SAO-064

TOPIC

By-law 2654/APP/20 ~ To Appoint a Director of Finance

BACKGROUND

In order to formalize the hiring of our new Director of Finance, James Das, Council must appoint him to the position by by-law.

The proposed appointment by-law is attached for Council's consideration.

RECOMMENDATION – SAO

RECOMMENDED MOTION #1:

“THAT Inuvik Town Council hereby gives FIRST READING to By-law 2654/APP/20, a by-law to appoint a Director of Finance.”

RECOMMENDED MOTION #2:

“THAT Inuvik Town Council hereby gives SECOND READING to By-law 2654/APP/20, a by-law to appoint a Director of Finance.”

Signature – SAO



TOWN OF INUVIK
BY-LAW #2654/APP/20

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO APPOINT A DIRECTOR OF FINANCE FOR THE TOWN AND TO SET FORTH CERTAIN EMPLOYMENT TERMS AND CONDITIONS

PURSUANT TO the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c. as amended;

WHEREAS the Council of the Municipal Corporation of the Town of Inuvik deems is appropriate and necessary to appoint under the direction of the Senior Administrative Officer, a Director of Finance who will oversee the financial affairs of the Town of Inuvik;

NOW THEREFORE BE IT RESOLVED that the Council of the Municipal Corporation of the Town of Inuvik, in Council duly assembled, enacts as follows:

- 1. That James Das is hereby appointed Director of Finance for the Town of Inuvik effective August 28, 2020.
- 2. The Director of Finance shall, under the direction of the Senior Administrative Officer, perform the statutory duties required by the *Cities, Towns and Villages Act*, under section 45, subsection (2), parts (f) to (l), and subsection (3). Further, they shall perform such other duties that may be assigned by by-law, council resolution, or by the Senior Administrative Officer from time to time.
- 3. The Director of Finance shall report directly to the Senior Administrative Officer.
- 4. The Director of Finance shall be paid an annual salary and benefits as established in the Offer of Employment dated August 28, 2020.
- 5. By-law 2639/APP/19 and any previous by-laws dealing with the appointment of a Treasurer, Comptroller or Director of Finance are hereby repealed.
- 6. This by-law will come into effect upon the day of its final passage.

READ A FIRST TIME THIS ____ DAY OF _____, 2020 A.D.

READ A SECOND TIME THIS ____ DAY OF _____, 2020 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____, 2020 A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

I hereby certify that this by-law has been made in accordance with the requirements of the Cities, Towns and Villages Act and the by-laws of the Town of Inuvik.

SENIOR ADMINISTRATIVE OFFICER

REQUEST FOR COUNCIL DECISION

Meeting Dates: September 28 and 30, 2020

RFCD #: 2020-SAO-065

TOPIC

New Proposed Vacant and Derelict Property By-law

BACKGROUND

As part of the ongoing review of municipal by-laws, Administration has been working on a new proposed Vacant and Derelict Property By-law. It was initially presented to the By-law Review Committee at its March 12, 2020 meeting and was reviewed again during the June and September meetings. We were fortunate to have Lawson Lundell's Alyssa Holland on the line during meetings and worked with staff during drafting of the by-law.

This by-law was drafted alongside the Unsightly Land/Premises By-law to ensure definitions and procedures are consistent.

This by-law will replace the existing Abandoned & Derelict Building By-law 2442/PS/08. Noted changes in the proposed new by-law include:

- a) Updated definitions and legislative references
- b) The inclusion of a new specified penalties schedule that was not part of the previous by-law
- c) Specific provisions about property maintenance and a property owner's duty
- d) The inclusion of a requirement for property owners to notify the Town when they intend to leave their properties vacant for an extended period and a list of what is required to leave them safely vacant
- e) Provisions to deal with properties that pose a hazard or are unsafe
- f) A defined notification process when a property is deemed vacant or derelict under the provisions of the by-law
- g) A detailed appeal process for notices served under the by-law

The committee recommended that the by-law be presented to Council for discussion and approval. The proposed by-law is attached for Council's consideration.

FINANCIAL IMPLICATIONS

There is a potential for increased revenues generated from specified penalties.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

The issue the Town is facing with respect to derelict properties is currently one of Council's 5 priorities on the strategic priorities chart. This by-law will give the Town some additional tools to aid in cleaning up derelict properties around the community.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

Staff time dealing with the administrative duties involved with enforcing the provisions of the by-law.

OPTIONS

Council has the following options to consider:

1. Give the by-law first and second readings as presented
2. Pass a motion to defer first reading until a future date
3. Refer the by-law back to Administration with direction for suggested changes or areas that require further investigation
4. Defeat the by-law on first reading. Once defeated, a by-law cannot be brought back as written and would require revision.

RECOMMENDATION

Motion #1:

"THAT Inuvik Town Council hereby gives FIRST READING to By-law 2655/PS/20, the vacant and derelict properties by-law."

Motion #2:

"THAT Inuvik Town Council hereby gives SECOND READING to By-law 2655/PS/20, the vacant and derelict properties by-law."

Signature – SAO

A handwritten signature in black ink, appearing to be 'f-l', is written over a faint circular stamp.

**TOWN OF INUVIK
BY-LAW #2655/PS/20**

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO REGULATE THE DEMOLITION, REMOVAL OR ALTERATION OF VACANT AND DERELICT BUILDINGS OR STRUCTURES, VEGETATION OR WASTE WITHIN THE TOWN OF INUVIK

PURSUANT TO the *Cities, Towns and Villages Act* of the Northwest Territories, S.N.W.T. 2003, c. 22 as amended;

WHEREAS the Municipal Corporation of the Town of Inuvik has the authority to make by-laws respecting the safety, health and welfare, and the protection of people and property;

AND WHEREAS the Municipal Corporation of the Town of Inuvik deems it appropriate to require the owner of a property to safeguard, secure and protect vacant or derelict buildings from property damage including damage from fire, unauthorized entry or unauthorized occupation;

AND WHEREAS the *Cities, Towns and Villages Act* authorizes officers, upon serving notice to the owner or occupier of the land or structure affected, to enter at all reasonable times and carry out the inspection, remedy, enforcement or action authorized or required by by-law;

NOW THEREFORE, the Council of the Town of Inuvik, in a duly assembled meeting, enacts as follows:

1.0 SHORT TITLE

1.1 This by-law may be cited as the “**Vacant and Derelict Property By-law**”.

2.0 DEFINITIONS

2.1 In this by-law, the following terms shall have the following meanings:

- 1) “**Derelict Property**” means any building, structure or improvement that is in such condition, by reason of want of repair, environmental damage, age or dilapidated condition, as to pose a danger to public safety, health or welfare, or is a fire hazard.
- 2) “**Owner**” means the person named on a certificate of title registered with the Northwest Territories Land Titles Office or, if that person is deceased, their estate.
- 3) “**Peace Officer**” means any By-law Enforcement Officer of the Town of Inuvik, or any RCMP officer.
- 4) “**Property**” means all real property including but not limited to buildings, structures, mobile buildings, shacks, and improvements located on real property.
- 5) “**Senior Administrative Officer**” means the Senior Administrative Officer of the Municipal Corporation of the Town of Inuvik, or their designate.

- 6) **“Structure”** means any building, plant machinery, equipment, storage tank, place or fixture of any kind, erected or placed on, in, over or under any area of land or water within the municipal boundaries of the Town of Inuvik.
- 7) **“Town”** means the Municipal Corporation of the Town of Inuvik.
- 8) **“Vacant Property”** means any building, structure or improvement which has remained vacant or unused by the owner or any tenant lawfully entitled to occupy the building, structure or improvement.
- 9) **“Vegetation”** means any plant that is susceptible to combustion.
- 10) **“Waste”** means a combustible or explosive material that is not properly stored.

3.0 **DUTY OF OWNER**

- 3.1 Every property owner shall ensure that if any of the following are visible to a neighbour or from a highway or public space, that they are maintained in good repair:
 - (a) fences and their structural members;
 - (b) structures and their structural members including:
 - (i) foundations and foundation walls;
 - (ii) exterior walls and their components;
 - (iii) roofs;
 - (iv) windows and window casings;
 - (v) doors and door frames;
 - (c) protective or decorative finishes of all exterior surfaces of a structure or fence; and,
 - (d) exterior stairs, landings, porches, balconies, and decks.
- 3.2 A property owner shall notify the Town prior to leaving their property vacant for an extended period of time. The Town will advise the property owner of all requirements that must be fulfilled in order to leave the property safely vacant.
- 3.3 No property owner shall allow a vacant or derelict building, structure, improvement, vegetation or waste to remain on their property that is a danger to public health, safety or welfare, or is a fire hazard.
- 3.4 A property owner shall maintain steps, walkways, driveways, parking spaces and similar areas to allow safe passage of emergency services under normal use and weather conditions.

- 3.5 A property owner shall ensure that their property has been secured against unauthorized entry or occupation, vandalism, other damage, or fire hazard by one or more of the following methods, and by obtaining a Development Permit from the Town if necessary, to:
- (a) installing fencing or other perimeter barriers;
 - (b) securing windows and entrances using materials and installation methods to effectively stop entry. All doors, window openings or other openings must be securely closed or may be covered by a solid piece of wood, provided the wood is:
 - (i) installed from the exterior and fitted within the frame of the opening in a watertight manner;
 - (ii) of a thickness sufficient to prevent unauthorized entry into the building; and,
 - (iii) secured in a manner sufficient to prevent unauthorized entry into the building;
 - (c) installing other security measures that may be satisfactory to the Town including exterior lighting; or,
 - (d) demolishing the building, structure or improvement and disposing of all demolition debris pursuant to all applicable by-laws.

4.0 INSPECTION

- 4.1 If a Peace Officer has reason to believe that any property has become vacant or is in a derelict state, they may exercise a right of access to the property in order to inspect the property to determine whether it contravenes the provisions of this by-law.

5.0 NOTICE TO PROPERTY OWNER

- 5.1 If a Peace Officer considers any property to be vacant or in a derelict state, they may issue a notice to the owner and any other persons having an interest in the property as shown by the records at the Land Titles Office by one of the following methods:
- (a) by delivering the notice personally to the person who is intended to be served; or
 - (b) where personal service cannot be made because the address of the person is not known, service may be effected by publishing a summary of the contents of the notice twice in a newspaper having general circulation in the municipality or in the Northwest Territories.

- 5.2 If the Peace Officer has reason to believe the an vacant or derelict property is occupied by someone other than the property owner, the occupant of the property shall be served in accordance with paragraph 5.1 (a) or (b) of this by-law.
- 5.3 Each notice shall:
- (a) describe the property by name, if any, and the municipal civic address and legal description or a plan showing the location of the property;
 - (b) state that the property contravenes the provisions of this by-law;
 - (c) give reasonable particulars of the extent of the vacant or derelict state;
 - (d) order that any action or measure necessary to remedy the contravention be taken;
 - (e) state a time within which the person must comply with the order, which shall not exceed 60 days;
 - (f) state that if the required actions are not completed within the time specified in the notice, the Town may carry out the required actions to secure the property including, where the structure has been identified as dangerous to public safety or property, removal or destruction of the property in question, and to charge the cost thereof against the property owner; and
 - (g) advise of the appeal process to Council.
- 5.4 For greater certainty, a notice made under section 5.1 may require the person to whom it is to take any steps necessary to remedy the contravention of this by-law, including but not limited to:
- (a) removing any material causing or contributing to the unsafe nature of the property;
 - (b) securing any buildings on the property as directed in the notice; and
 - (c) placing in waste receptacles any material causing or contributing to the derelict nature of the property.
- 5.5 A Peace Officer may, in writing, extend the time for doing anything which is required to be done by the terms of the notice.

6.0 FAILURE TO COMPLY WITH NOTICE

- 6.1 If the property owner fails to comply with the notice received from the Town within the time stated on the notice, the Town or its contractors, employees or agents may enter onto the property and perform the required work to secure or remove the property in accordance with this by-law and may issue a fine to the owner as per Schedule C.

7.0 NOTICE OF APPEAL PROCEDURE AND COUNCIL HEARING

- 7.1 Within 14 days of receiving a notice under section 5, a property owner or other person may appeal the notice to Council by submitting a written appeal request to the Senior Administrative Officer.
- 7.2 Each written appeal request shall:
- (a) state with reasonable exactness the grounds of appeal;
 - (b) state the name, address and interest of the appellant in the property; and,
 - (c) be dated and signed by the appellant or on their behalf by their agent; if signed by an agent, it shall state the name and address of the agent.
- 7.3 Upon receiving a written appeal request, the Senior Administrative Officer shall set a date for the appeal hearing which shall be held within 20 business days of the receipt of the written appeal request.
- 7.4 In cases where a written appeal request has been received, the effect of the notice is stayed.
- 7.5 During the hearing, Council may allow any person to be heard that Council considers is or may be affected by the vacant and derelict property, vegetation, or waste.
- 7.6 Council shall consider each appeal having regard to the circumstances and merits of the case and applicable provisions of this by-law. When hearing an appeal, Council shall:
- (a) not be bound by the technical rules of evidence; and,
 - (b) afford to every person concerned the opportunity to be heard, to submit evidence and to hear the evidence of others.
- 7.7 Council may, after hearing the appeal:
- (a) confirm, vary or revoke the notice or may substitute its decision in place of the notice that was issued;
 - (b) extend the timeframe within which anything required to be done by the notice order is to be performed; or,
 - (c) direct anything to be done that a Peace Officer can direct to be done either in addition to or in substitution for the direction in the notice appealed from.

Council shall serve a copy of its decision on the person who requested the appeal within 14 days of making the decision.

8.0 APPEAL OF COUNCIL DECISION

- 8.1 An appeal may be taken from the decision of Council to a judge of the Supreme Court of the Northwest Territories pursuant to the *Cities, Towns and Villages Act*.
- 8.2 The appeal must be made not later than 30 days after the decision appealed from.
- 8.3 No action shall be taken by the Town, except in accordance with section 9 of this by-law, until the period for taking an appeal has expired or any appeal taken has been decided, dismissed or otherwise dealt with by the Supreme Court of the Northwest Territories.

9.0 IMMINENT DANGER TO PUBLIC HEALTH OR SAFETY

- 9.1 Notwithstanding any other provision of this by-law, where Council or the Town is of the opinion that there is imminent and serious danger to public health or safety caused by an vacant and derelict property, vegetation, or waste, Council or the Town may:
- (a) reduce the period of notice required under this by-law; and
 - (b) take any action the Senior Administrative Officer considers necessary to reduce or eliminate the imminent and serious danger to public health or safety, without providing notice.

10.0 RECOVERY OF COSTS

- 10.1 Where a property owner does not take steps specified under this by-law, any action taken or caused to be taken by the Town shall be taken at the expense of the property owner.
- 10.2 The property owner shall immediately reimburse the Town upon receipt of an invoice for any expenses incurred by the Town as a result of work performed under this by-law. Any amounts remaining unpaid as of December 31 in any year shall be added to the property taxes for property and collected in the same manner as property taxes under the *Property Assessment and Taxation Act*.

11.0 OBSTRUCTION

- 11.1 No Person shall obstruct, hinder, or impede a Peace Officer in the exercise of any of their powers or duties under this by-law.

12.0 OFFENCES

- 12.1 Every person who contravenes any provision of this by-law is guilty of an offence and is liable upon Summary Conviction (if a fine is not otherwise specified in Schedule A attached to and forming part of this by-law) to:

(a) for the first and each subsequent offence:

- i) for a person, to a fine not exceeding two thousand dollars (\$2,000.00), or to imprisonment for a term not exceeding six (6) months, or to both;
- ii) for a corporation, to a fine not exceeding ten thousand dollars (\$10,000.00), or to imprisonment for a term not exceeding six (6) months, or to both.

12.2 In addition to any fine that may be levied, the court, subject to its jurisdiction, may order a person convicted of an offence under this by-law:

- i) to pay any fee or charge that may otherwise be payable by the person to the Town in respect of any licence or permit that should have been obtained by the person; and,
- ii) to do or refrain from doing any activity that the court may specify.

12.3 If any responsible person as defined herein is liable for payment to the Town for the collection, removal or disposal of any garbage, collectible refuse, ashes or other waste material and shall default in such payment, the amount in arrears and costs shall become a charge against the property in respect of which the service was performed, whether or not the responsible person is the owner of the premises, collectible against the owner thereof in the same manner as taxes levied by the Town.

12.4 A Peace Officer may issue a Summary Offence Ticket in the form prescribed by the *Summary Convictions Procedures Act* to any person who contravenes any provision of this by-law, and such person may, in lieu of prosecution, pay the Town of Inuvik the specified penalty for the offence as listed in Schedule A attached to and forming part of this by-law, prior to the court date specified on the ticket.

12.0 SEVERABILITY

12.1 If any provision or part of a provision of this by-law is declared by a court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

14.0 REPEALS

14.1 By-law 2442/PS/08 as amended and any previous vacant, abandoned and derelict property by-laws previously in effect are hereby repealed.

15.0 EFFECT

15.1 This by-law shall come into effect upon the day of its final passage.

READ A FIRST TIME THIS ____ DAY OF _____, 2020 A.D.

READ A SECOND TIME THIS ____ DAY OF _____, 2020 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____, 2020
A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Town of Inuvik.

SENIOR ADMINISTRATIVE OFFICER

SCHEDULE A

SPECIFIED PENALTIES

SECTION	OFFENCE	PENALTY		
		1 st Offence	2 nd Offence	3 rd Offence
3.1	Structure not in good repair	\$250.00	\$500.00	\$1,000.00
3.3	Allowing a property to become derelict	\$250.00	\$500.00	\$1,000.00
3.4	Fail to maintain safe access for emergency services	\$500.00	\$1,000.00	\$2,000.00
3.5	Fail to secure vacant or derelict premises	\$250.00	\$500.00	\$1,000.00
6.1	Failure to comply with a notice	\$500.00	\$1,000.00	\$2,000.00
9.1	Improperly stored hazardous materials on property	\$500.00	\$1,000.00	\$2,000.00
11.1	Obstructing a Peace Officer	\$250.00	\$500.00	\$1,000.00

REQUEST FOR COUNCIL DECISION

Meeting Dates: September 28 and 30, 2020

RFCD #: 2020-SAO-066

TOPIC

New Proposed Unsightly Land/Premises By-law

BACKGROUND

As part of the ongoing review of municipal by-laws, Administration has been working on a new proposed unsightly land/premises property by-law. It was reviewed along with the vacant and derelict property by-law during the By-law Review Committee meetings held in June and September. We were fortunate to have Lawson Lundell's Alyssa Holland on the line during meetings and worked with staff during drafting of the by-law.

This by-law was drafted alongside the Vacant and Derelict Properties By-law to ensure definitions and procedures are consistent.

This by-law will replace the existing Unsightly Land/Premises By-law 1804/H&S/00. Noted changes in the proposed new by-law include:

- a) Updated definitions and legislative references
- b) Clear language about the notification process should a property be deemed unsightly under the provisions of the by-law
- c) A defined appeal process for properties where clean-up notices have been issued

The committee recommended that the by-law be presented to Council for discussion and approval. The proposed by-law is attached for Council's consideration.

FINANCIAL IMPLICATIONS

There is a potential for increased revenues generated from specified penalties.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

This item is not on the strategic priorities plan or chart.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

Staff time dealing with the administrative duties involved with enforcing the provisions of the by-law.

OPTIONS

Council has the following options to consider:

1. Give the by-law first and second readings as presented
2. Pass a motion to defer first reading until a future date
3. Refer the by-law back to Administration with direction for suggested changes or areas that require further investigation

4. Defeat the by-law on first reading. Once defeated, a by-law cannot be brought back as written and would require revision.

RECOMMENDATION

Motion #1:

"THAT Inuvik Town Council hereby gives FIRST READING to By-law 2656/H&S/20, the unsightly land/premises by-law."

Motion #2:

"THAT Inuvik Town Council hereby gives SECOND READING to By-law 2656/H&S/20, the unsightly land/premises by-law."

Signature – SAO

A handwritten signature in black ink, appearing to be 'F. L.', is written over a faint circular official stamp. The signature is located within a rectangular box.

**TOWN OF INUVIK
BY-LAW #2656/H&S/20**

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO CONTROL AND PREVENT THE UNSIGHTLY APPEARANCE OF LAND AND PREMISES AND TO MINIMIZE THE EFFECTS OF UNSIGHTLY LAND AND PREMISES ON ADJOINING PROPERTIES

PURSUANT TO the *Cities, Towns and Villages Act* of the Northwest Territories, S.N.W.T. 2003, c. 22 as amended, and the *Environmental Protection Act*, R.S.N.W.T. 1988, c. E-7 as amended;

WHEREAS unsightly land/premises are detrimental to surrounding properties and the immediate neighbourhood generally;

AND WHEREAS Council deems it advisable to pass a by-law to regulate unsightly land/premises;

AND WHEREAS the purpose of this by-law is to prevent the existence and proliferation of unsightly land/premises and to provide a mechanism to remedy property which has become unsightly;

NOW THEREFORE BE IT RESOLVED that the Council of the Municipal Corporation of the Town of Inuvik, in Council duly assembled, enacts as follows:

1.0 SHORT TITLE

1. This by-law may be cited as the “**Unsightly Land/Premises By-law**”.

2.0 INTERPRETATION

- 2.1 In this by-law:

- 1) “**All-Terrain Vehicle**” means a motorized vehicle that runs on wheels, tracks, skis, air cushions or any combination thereof and if of a kind predominantly used in the Northwest Territories for cross-country travel on land, water, snow, ice, marsh or swamp land or on any other natural terrain, and without limiting the generality of the foregoing, includes:
 - (a) an amphibious vehicle;
 - (b) a snow vehicle;
 - (c) a motorcycle with a motor that has a piston displacement of seventy-five (75) cubic centimetres or less;
 - (d) a pedal bicycle with motor attachment; and
 - (e) any other vehicle prescribed to be included but does not include any vehicle that weighs more than nine hundred (900) kilograms, or any other vehicle prescribed as an exception hereto.

TOWN OF INUVIK
BY-LAW #2656/H&S/20
Page 2

- 2) **“Animal Material”** means any animal excrement and includes all material accumulated on property from pets, pet pens, yards, stables, veterinary clinics, hospitals or kennels.
- 3) **“Ashes”** means the powdery residue accumulated on property left after the combustion of any substance and includes any partially burnt wood, charcoal, coal or other material;
- 4) **“Bicycle”** means a cycle having any number of wheels that is propelled by human power and on which a person may ride.
- 5) **“Building Material”** means all construction and demolition material accumulated on property while constructing, altering, repairing or demolishing any structure and includes, but is not limited to, earth, vegetation or rock displaced during such construction, alteration or repair.
- 6) **“Bulky Waste”** means large items of refuse that are not garbage and includes appliances, furniture, mattresses, automobiles and automobile parts, concrete, tires, grease, oil, night soil, scrap metal, derelict machinery, car and truck bodies, derelict boats, derelict motor toboggans, non-working or scrap machinery, large containers, tree cuttings exceeding 1m in length or 5 cm in diameter, tree stumps, roots, turf, earth, rocks, iron, any other bulky material in excess of 1.2 metres in length or 23 kilograms in weight, other such waste matter as may accumulate as a result of demolition or construction operations, and any other material designated by the Director of Public Services to be uncollectable.
- 7) **“Bus”** means a motor vehicle with a maximum seating capacity set by the manufacturer of more than ten (10) persons, including the driver’s seat.
- 8) **“Clean-up Order”** means an Order issued under this by-law by a Peace Officer, with respect to unsightly land/premises within the Town.
- 9) **“Commercial Vehicle”** means a motor vehicle used for business purposes
- 10) **“Construction Vehicle”** means a grader, loader, shovel, tractor, mobile crane, backhoe, forklift, and other similar equipment not normally used for travel on a highway.
- 11) **“Construction and Demolition Waste”** means waste building materials and rubble resulting from construction, repair, remodeling or demolition activities and shall include tree stumps, earth, sand and stone.
- 12) **“Council”** means the Council of the Municipal Corporation of the Town of Inuvik.
- 13) **“Director of Finance”** means the person appointed by the Council of the Town of Inuvik as the Director of Finance, and includes any person designated by them to act on their behalf.
- 14) **“Director of Public Services”** means the person appointed by the Council of the Town of Inuvik as the Director of Public Services, and includes any person designated by them to act on their behalf.

TOWN OF INUVIK
BY-LAW #2656/H&S/20
Page 3

- 15) **“Garbage”** means waste or debris from domestic, commercial or industrial activities including broken household dishes and utensils, condemned meats, fish, fruits and vegetables resulting from the handling, preparation, cooking and consumption of food, empty or partly empty tins, boxes, cartons, bottles and containers, discarded paper and fabric, solid waste, liquid waste, rubbish, and yard rubbish.
- 16) **“Hazardous Waste”** consisting of any waste that may present a hazard to persons, flora, fauna or public lands, including wastes of a pathological, an explosive, a highly flammable, a radioactive or a toxic nature.
- 17) **“Motorcycle”** means a motor vehicle that:
 - (a) has two or three wheels;
 - (b) is designed for use on a highway; and
 - (c) does not have a cab for the driver.
- 18) **“Motor Vehicle”** means a vehicle propelled or driven by power other than muscular power and includes a trailer, but does not include:
 - (a) an aircraft, a marine vehicle or an all-terrain vehicle; or
 - (b) a mechanically propelled wheelchair.
- 19) **“Owner”** means the person named on a certificate of title registered with the Northwest Territories Land Titles Office or, if that person is deceased, their estate.
- 20) **“Peace Officer”** means any By-law Enforcement Officer of the Town of Inuvik, or any RCMP officer.
- 21) **“Person”** has the meaning given to it in the *Interpretation Act*.
- 22) **“Property”** means all real property including but not limited to buildings, structures and improvements on real property.
- 23) **“Refuse”** for the purposes of this by-law means human or animal excrement and includes urine, night soil, toilet tissues, blackwater, greywater and the like, but does not include garbage.
- 24) **“Right of Access”** means the right of a Peace Officer to enter property to inspect to determine whether to issue a Clean-up Order, or to allow work forces access to the property for the purposes of enforcing a Clean-up Order.
- 25) **“Senior Administrative Officer”** means the Senior Administrative Officer of the Municipal Corporation of the Town of Inuvik, or their designate.
- 26) **“Town”** means the Municipal Corporation of the Town of Inuvik.

- 27) **“Unsightly Land/Premises”** means any property or part of it which is characterized by visual evidence of a lack of general maintenance and upkeep and/or by the accumulation on the property of any of the following, but not limited to:
- (a) any animal material, ashes, building material, collectible refuse, garbage, hazardous waste, litter, refuse or waste material, household appliances and furniture;
 - (b) all-terrain vehicles, buses, commercial or construction vehicles, motorcycles, motor vehicles, trailers, vehicles, equipment, or machinery which have been rendered inoperative by reason of their disassembly, age or mechanical condition; and,
 - (c) in the case of external surfaces of buildings, unsightly land/premises means unauthorized signs, posters, billboards, graffiti, obscene or offensive symbols, words, pictures or art, and may include, but is not limited to, dilapidated paint, siding, trim, roofing material, soffits, fascia material and eave troughs.
- 28) **“Vehicle”** includes any vehicle designed to travel on land that is drawn, propelled or driven by any kind of power, including muscular power, but does not include an all-terrain vehicle or a device that is designed to run on rails.
- 29) **“Work Forces”** means Town employees or contract workers engaged by the Town for the purposes of enforcing a Clean-up Order.
- 30) **“Yard Waste”** means waste from gardening or horticultural activities and includes grass clippings or cuttings, shrubbery and hedge prunings (excluding tree branches, stumps, roots and logs), leaves and weeds but does not include peels, rinds or other organic material produced as a result of food preparation.

3.0 DUTY OF OWNER

- 3.1 Every property owner shall ensure that their property does not become unsightly as defined in this by-law.

4.0 GENERAL PROVISIONS

- 4.1 In determining whether a property is unsightly land/premises as defined in this by-law, a Peace Officer shall have regard to the use and location of the property and the provision of applicable Zoning By-laws, other by-laws, and any applicable municipal, Federal and Territorial statutes and regulations.
- 4.2 If a Peace Officer has reason to believe that any property is unsightly land/premises, they may exercise a right of access to the property in order to inspect the property to determine whether it contravenes the provisions of this by-law.

TOWN OF INUVIK
BY-LAW #2656/H&S/20
Page 5

- 4.3 If a Peace Officer considers any property to be unsightly land/premises, they may issue a Clean-up Order. Each Order shall:
- i) describe the property by name, if any, and the municipal civic address and legal description or a plan showing the location of the property;
 - ii) state that the property contravenes the provisions of this by-law;
 - iii) give reasonable particulars of the extent of the clean up, removal, clearing or other act required to be made;
 - iv) state the time within which the cleanup, removal, clearing or other action is to be completed, subject to section 4.4;
 - v) state that if the required actions are not completed within the time specified, the Town may carry out the required actions and charge the cost thereof against the person to whom the order is directed. If such person does not pay the costs, then the costs shall be charged against the property concerned as taxes due and owing in respect of that property, and recovered as such; and,
 - vi) advise of the appeal process to Council.
- 4.4 The Clean-up Order may require the person to whom it is addressed, within a period of time which shall not be more than fifteen (15) days from the date of the issuance of the Order:
- i) to remedy the condition of the property in a manner and to the extent directed in the Order;
 - ii) to remove any material causing or contributing to the unsightliness of the property;
 - iii) to place in waste receptacles any material causing or contributing to the unsightliness of the property; or,
 - iv) to do all or any of the matters specified in subsections 4.4 i) and ii).
- 4.5 A copy of the Clean-up Order shall be served upon an owner of a property and may be served on any person shown by the records of the Land Titles Office to have an interest in the property.
- 4.6 An Order referred to in subsection 4.5 may be served:
- (i) by being delivered personally to the person who is intended to be served;
 - (ii) by mailing the order to the person to be served by registered mail to the last known mailing address of the person to be served, and service shall be deemed to be effected at the time the copy is delivered by an official of the post office to the person to be served;

- (iii) where the property is not occupied, by mailing the notice by registered mail to the mailing address noted on the Town's property tax roll for that property, and service shall be deemed to be effected at the time the copy is delivered by an official of the post office to the person to be served; or
 - (iv) as directed by the court.
- 4.7 If, in the opinion of the Peace Officer, service under subsection 4.6 cannot reasonably be effected, they may post the Clean-up Order or copy of the Order in a conspicuous place on the property to which the Order relates, or on the private dwelling place of the person who is intended to be served, and such Order is deemed to be served upon the expiry of three (3) days after such Clean-up Order is posted.

5.0 NOTICE OF APPEAL AND DECISION

- 5.1 Where a Clean-up Order is issued pursuant to section 4.3, such a Clean-up Order may be appealed within fourteen (14) days to Council.
- 5.2 Appellants must submit notice of their appeal in writing to the Senior Administrative Officer within fourteen (14) days of the date of the issuance of the Clean-up Order.
- 5.3 Each notice of appeal shall:
 - i) state with reasonable exactness the grounds of appeal;
 - ii) state the name, address and interest of the appellant in the property; and,
 - iii) be dated and signed by the appellant or on their behalf by their agent; if signed by an agent, it shall state the name and address of the agent.
- 5.4 Upon receiving a notice of appeal, the Senior Administrative Officer shall set a date for the appeal hearing which shall be held within twenty (20) days of the receipt of the notice of appeal.
- 5.5 Where a Clean-up Order is appealed pursuant to section 5.1, the Order is stayed pending a decision by Council on the appeal.
- 5.6 Council shall consider each appeal having regard to the circumstances and merits of the case and applicable provisions of this by-law. When hearing an appeal, Council shall:
 - i) not be bound by the technical rules of evidence; and,
 - ii) afford to every person concerned the opportunity to be heard, to submit evidence and to hear the evidence of others.
- 5.7 Council's decision shall be final. Council may:

- i) confirm, vary or revoke the Clean-up Order or may substitute its decision in place of the Clean-up Order which was issued;
- ii) extend the timeframe within which anything required to be done by the Clean-up Order is to be performed; or,
- iii) direct anything to be done that a Peace Officer can direct to be done either in addition to or in substitution for the direction in the Order appealed from.

6.0 FAILURE TO COMPLY WITH CLEAN-UP ORDER

- 6.1 The person to whom an Order is directed shall comply with the directions of the Order as set out in the Order by a Peace Officer or the requirements or directions set out in any decision of Council.
- 6.2 If a person to whom an order is directed under this by-law fails to carry out the order within the time stated in such Order, in the case of an Order that is not appealed, or within the time limited by Council, in the case of an Order that is appealed, a Peace Officer may exercise a right of access to the unsightly land/premises and may, with whatever work forces as are necessary, enter the property against which the Order has been issued and carry out the Order.
- 6.3 The Town or persons appointed by it may remove any fencing or other obstructions in carrying out the Order and shall restore any fencing or other obstructions removed or damaged in the course of carrying out the Order to a condition or state of repair equivalent to that which was found.

7.0 CLEAN-UP EXPENSES

- 7.1 The expenses incurred by the Town in carrying out an Order under this section constitute a debt owing to the Town from the person to whom the Order is directed.
- 7.2 Within thirty (30) days of ascertaining the amount of the expenses incurred by the Town in carrying out the Order, the Town shall send a demand for payment of the said expenses to the person to whom the Order was directed.
- 7.3 Where the Town carries out an Order under this section, and the person to whom the Order is directed fails, within thirty (30) days after being issued a demand for payment, to pay the expenses incurred by the Town, the Director of Finance shall place the amount of the expenses incurred in carrying out the Order on the property tax roll as an additional tax against the property concerned, and that amount:
 - i) forms a lien on the property in favour of the Town; and,
 - ii) shall, for all purposes, be deemed to be taxes imposed and assessed on the property and delinquent under the *Property Assessment and Taxation Act* from the

date the expenses were incurred, and this Act shall apply to the enforcement, collection and recovery of the amount.

8.0 REMOVAL AND DISPOSAL OF MATERIALS FROM UNSIGHTLY LAND/PREMISES

- 8.1 Where the Town carries out an Order under this section, the work forces shall deposit any material removed from unsightly land/premises at a location designated by the Director of Public Services.
- 8.2 Notwithstanding subsection 8.1, where a Peace Officer is of the opinion that material removed under subsection 8.1 has no value, they may direct that the material be disposed of.
- 8.3 When material removed from unsightly land/premises under subsection 8.1 is removed to a location specified by the Director of Public Services, the Director of Public Services may direct that the material be disposed of if the person to whom the Order has been issued does not remove the material within fourteen (14) days of being requested in writing to do so.
- 8.4 In addition to any fine levied, any responsible person as defined herein will be required to remove any scrap metal, car bodies, derelict machinery, truck bodies, derelict boats, derelict motor toboggans, and any other non-working or scrap machinery from the premises within thirty (30) days from payment of voluntary fine/conviction. Failure to do so will result in the Town removing said derelict scrap metal or machinery at the expense of the responsible person in charge of the premises.
- 8.5 In addition to any fine levied, any responsible person as defined herein will be required to remove the garbage, collectible refuse, and ashes from the premises within fourteen (14) days from voluntary payment of fine or conviction, and failure to do so will result in the Town removing such garbage, refuse or ashes at the expense of the responsible person in charge of the premises.

9.0 OBSTRUCTION

- 9.1 No Person shall obstruct, hinder, or impede a Peace Officer in the exercise of any of their powers or duties under this by-law.

10.0 OFFENCES

- 10.1 Every person who contravenes any provision of this by-law is guilty of an offence and is liable upon Summary Conviction (if a fine is not otherwise specified in Schedule A attached to and forming part of this by-law) to:
- (a) for the first and each subsequent offence:
- i) for a person, to a fine not exceeding two thousand dollars (\$2,000.00), or to imprisonment for a term not exceeding six (6) months, or to both;

- ii) for a corporation, to a fine not exceeding ten thousand dollars (\$10,000.00), or to imprisonment for a term not exceeding six (6) months, or to both.
- 10.2 In addition to any fine that may be levied, the court, subject to its jurisdiction, may order a person convicted of an offence under this by-law:
 - i) to pay any fee or charge that may otherwise be payable by the person to the Town in respect of any licence or permit that should have been obtained by the person; and,
 - ii) to do or refrain from doing any activity that the court may specify.
- 10.3 If any responsible person as defined herein is liable for payment to the Town for the collection, removal or disposal of any garbage, collectible refuse, ashes or other waste material and shall default in such payment, the amount in arrears and costs shall become a charge against the property in respect of which the service was performed, whether or not the responsible person is the owner of the premises, collectible against the owner thereof in the same manner as taxes levied by the Town.
- 10.4 A Peace Officer may issue a Summary Offence Ticket in the form prescribed by the *Summary Convictions Procedures Act* to any person who contravenes any provision of this by-law, and such person may, in lieu of prosecution, pay the Town of Inuvik the specified penalty for the offence as listed in Schedule A attached to and forming part of this by-law, prior to the court date specified on the ticket.

11.0 SEVERABILITY

- 11.1 If any provision or part of a provision of this by-law is declared by a court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

12.0 REPEALS

- 12.1 By-law 1804/H&S/00 as amended and any previous unsightly land/premises by-laws previously in effect are hereby repealed.

13.0 EFFECT

- 13.1 This by-law shall come into effect upon the day of its final passage.

TOWN OF INUVIK
BY-LAW #2656/H&S/20
Page 10

READ A FIRST TIME THIS ____ DAY OF _____, 2020 A.D.

READ A SECOND TIME THIS ____ DAY OF _____, 2020 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____, 2020
A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Town of Inuvik.

SENIOR ADMINISTRATIVE OFFICER

SCHEDULE A

SPECIFIED PENALTIES

SECTION	OFFENCE	PENALTY		
		1 st Offence	2 nd Offence	3 rd Offence
3.1	Permitting an unsightly condition	\$250.00	\$500.00	\$1,000.00
5.1	Failure to comply with a Clean-up Order	\$500.00	\$1,000.00	\$2,000.00
9.1	Obstructing a Peace Officer	\$250.00	\$500.00	\$1,000.00

REQUEST FOR COUNCIL DECISION

Meeting Dates: September 28 and 30, 2020

RFCD #: 2020-SAO-067

TOPIC

New Proposed Water and Sewer Administration, Management & Operations By-law

BACKGROUND

As part of the ongoing review of municipal by-laws, Administration has been working on a new proposed Water and Sewer Administration, Management and Operations By-law. It was reviewed during the By-law Review Committee meetings held March, June and September. We were fortunate to have Lawson Lundell's Alyssa Holland on the line during meetings and worked with staff during drafting of the by-law.

This by-law will replace the existing Water and Sewer Administration, Management and Operations By-law passed in 1998 when the Town first took over utilidor operations. Pertinent sections of the Fire Hydrant By-law passed in 1979 have also been updated and incorporated here. Noted changes in the proposed new by-law include:

- a) Updated definitions and legislative references
- b) A new specified penalty section not previously included
- c) Incorporation of pertinent sections of the fire hydrant by-law which will be repealed upon approval of this by-law

The committee recommended that the by-law be presented to Council for discussion and approval. The proposed by-law is attached for Council's consideration.

FINANCIAL IMPLICATIONS

There is a potential for increased revenues generated from specified penalties.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

This item is not on the strategic priorities plan or chart.

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

There are no other considerations or operational impacts.

OPTIONS

Council has the following options to consider:

1. Give the by-law first and second readings as presented
2. Pass a motion to defer first reading until a future date
3. Refer the by-law back to Administration with direction for suggested changes or areas that require further investigation
4. Defeat the by-law on first reading. Once defeated, a by-law cannot be brought back as written and would require revision.

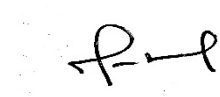
RECOMMENDATION**Motion #1:**

"THAT Inuvik Town Council hereby gives FIRST READING to By-law 2657/UTIL/20, the water and sewer administration, management and operations by-law."

Motion #2:

"THAT Inuvik Town Council hereby gives SECOND READING to By-law 2657/UTIL/20, the water and sewer administration, management and operations by-law."

Signature – SAO

A handwritten signature in black ink, appearing to be 'f-l', is written over a faint circular stamp.

**TOWN OF INUVIK
BY-LAW #2657/UTIL/20**

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE
NORTHWEST TERRITORIES PROVIDING FOR A WATER AND SEWER
ADMINISTRATION, MANAGEMENT AND OPERATIONS BY-LAW**

PURSUANT TO the *Cities, Towns and Villages Act* of the Northwest Territories, S.N.W.T. 2003, c.22 as amended;

WHEREAS the Council of the Town of Inuvik deems it desirable and necessary to regulate the community's water and sewer utility and provide for its proper administration, operation and management;

NOW THEREFORE BE IT RESOLVED that the Council of the Town of Inuvik, in Council duly assembled, enacts as follows:

1.0 SHORT TITLE

- 1.1 This by-law may be known as the “**Water and Sewer Administration, Management and Operations By-law**”.

2.0 INTERPRETATION

- 2.1 In this by-law, the following terms shall have the following meanings:

- 1) “**Account**” means an agreement between a customer and the Town for the supply of drinking water, and the collection and disposal of sewage.
- 2) “**Applicant**” means an owner or authorized agent who applies to the Town for the installation, modification or discontinuance of water and/or sewer service connection(s) to a property.
- 3) “**Approved**” means, unless otherwise provided for, approved by the Senior Administrative Officer (SAO) of the Town of Inuvik or his/her designate.
- 4) “**Building**” means any structure used or intended for supporting or sheltering any use or occupancy.
- 5) “**Building sewer**” means the horizontal sewer piping, including any vertical offset, usually enclosed in a “utilidette”, that conducts wastewater from a private drainage system to a sewer service on a public sewer.
- 6) “**Building water pipe**” means the water piping, usually enclosed in a “utilidette”, that conducts water from a water tap on a public water main to the control valve inside the building to the meter on the upstream side of the water meter in a private water system.
- 7) “**C.C.**” means a cock or valve installed to control a water service.

- 8) **“Combined water line”** means a pipe that supplies water both for fire fighting and either commercial or domestic purposes or both.
- 9) **“Council”** means the Council of the Municipal Corporation of the Town of Inuvik.
- 10) **“Cross-connection”** means a physical connection whereby liquids or solids may be introduced into drinking water in a public or private water piping system, causing risk that drinking water may become contaminated or polluted in any way.
- 11) **“Customer”** means a person having one or more Accounts and receiving water and/or sewer service from a public Town owned water and/or sewer main.
- 12) **“Drinking water”** means water that is safe for human consumption and meets applicable quality standards.
- 13) **“Dwelling unit”** means a building or portion of a building that is designed to provide living accommodation for up to one family.
- 14) **“Environmental Health Officer”** means the Environmental Health Officer of the Government of the Northwest Territories or his/her authorized representative.
- 15) **“Fire Chief”** means the Fire Chief of the Town of Inuvik or his/her authorized agent.
- 16) **“Fire Department”** means the Fire Department of the Town of Inuvik.
- 17) **“Fire hydrant”** means an installation on a water main or a fire line installed primarily to provide a point for connection of fire hoses for firefighting; and, includes the fire hose connections, associated valve(s) and controls, and in outdoor locations, a protective insulated box and/or lid.
- 18) **“Fire hydrant access path”** means a Town Fire Department designated route from the edge of a street or road to a fire hydrant.
- 19) **“Fire line”** means a pipe that is intended solely for the purpose of providing a standby supply of water for fire protection.
- 20) **“Housing unit”** means a building containing one or more dwelling units.
- 21) **“Hydrant area”** means the area surrounding a hydrant in all directions to a distance of 10 feet.
- 22) **“Inspector”** means any person authorized by the Town to inspect Town owned water or sewage installations.
- 23) **“Interceptor”** means a receptacle installed to prevent oil, grease, sand or other materials from passing into the sewer system.
- 24) **“Invert”** means the lowest inside surface of a sewer pipe.

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BY-LAW #2657/UTIL/20**

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- 25) **“Journeyman plumber”** means a person holding current GNWT approved journeyman plumber certification.
- 26) **“Meter setting”** means the arrangement of private water system piping built in accordance with the Town’s Water Meter Installation Standards (pursuant to Schedule “B” attached to and forming part of this by-law) to allow the Town to install a meter to record consumption of all water supplied to the customer.
- 27) **“Notice”** means a written notification to a customer, delivered personally or sent by registered mail, to the address to which the customer’s account is sent or to the address where service is being supplied; in the case of an owner, to the address to which the owner’s notification of municipal tax assessment is sent.
- 28) **“Owner”** means the person named on a certificate of title registered with the Northwest Territories Land Titles Office or, if that person is deceased, their estate.
- 29) **“Peace Officer”** means any By-law Enforcement Officer of the Town of Inuvik, or any RCMP officer.
- 30) **“Person”** has the meaning given to it in the *Interpretation Act*.
- 31) **“Plumber”** means an NWT certified journeyman plumber or approved personnel under the supervision of a journeyman plumber.
- 32) **“Private sewer system”** means a privately-owned assembly of pipes, fittings, fixtures, traps and accessories that is used to convey wastewater to the building sewer.
- 33) **“Private water system”** means an assembly of pipes, fittings, valves and accessories that conveys water from the water meter to the water supply outlets.
- 34) **“Professional Engineer”** means an engineer or licensee, registered and in good standing with the Association of Professional Engineers, Geologists and Geophysicists of the Northwest Territories.
- 35) **“Public sewer main”** means a sewer other than a building sewer which is owned by the Town,
- 36) **“Public water main”** means a water pipe other than a building water pipe which is owned by the Town,
- 37) **“SAO”** means the Senior Administrative Officer of the Town of Inuvik or their designate.
- 38) **“Self-contained unit”** means a unit having a separate plumbing, heating and entrance.
- 39) **“Service application charge”** means the fee charged to the customer to establish an account.
- 40) **“Service box”** means an enclosure built around the service connection points on a public water and/or sewer main.

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BY-LAW #2657/UTIL/20**

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- 41) **“Service connection”** refers to the related sewer service and water tap which together serve one building and includes the tappings, saddles (or equivalent fittings) attached to or mounted on the public mains.
- 42) **“Sewer service”** means the publicly owned saddle or equivalent fitting on a public sewer intended for the connection of a building sewer pipe.
- 43) **“Tap”** means plumbing fixtures on a public water main used to make a connection to a building water pipe.
- 44) **“Tenant”** means a person who occupies a building by virtue of a lease or other lawful arrangement with the owner of the building and who is not the owner or the owner’s agent.
- 45) **“Town”** means the Municipal Corporation of the Town of Inuvik.
- 46) **“Town right-of-way”** means any legal road right-of-way, public utility right-of-way or lot, walkway lot, lane or easement in favour of the Town.
- 47) **“Truck Fill Station”** means the site designated by the Town that is equipped with a large water connection used for the purpose of loading water trucks.
- 48) **“Turn off”** means the cessation and discontinuance of the provision of water to a building or a property and may include a final meter reading.
- 49) **“Turn on”** means the commencement and provision of water for a building or a property.
- 50) **“Utilidette”** means the assembly of building water pipes, sewer pipes, weather-resistant enclosure, supporting structure and foundation which connects a utilidor or service box to a building.
- 51) **“Utilidor”** means an aboveground or underground assembly of public water and/or sewer pipes, weather-resistant enclosure, supporting structure and foundation.
- 52) **“Utilidor Vault”** means any building, valve block, junction, pump station, retempering station or Town lock.
- 53) **“Wastewater”** means sewage released from residential, commercial, institutional or industrial premises as a result of normal human living processes.
- 54) **“Water service”** means the publicly owned connection including the c.c. on a public water main intended for the connection of a building water pipe.
- 55) **“Water and Sewer Utility Rates”** means the rates charged for water and sewer services as set by the Town as amended from time to time.

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BY-LAW #2657/UTIL/20**

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3.0 DUTIES AND MANAGEMENT

- 3.1 The SAO or their designate has the power to do all things necessary for the general administration, management and operation of the water and sewer systems as set out in this by-law, including the power to make binding contracts between the Town and customers for the provision of water and/or sewer services.
- 3.2 The Town shall obtain all licenses, permits and approvals necessary for the operation of water and sewer systems, including such easements as may be required.
- 3.3 The Town shall determine the specifications for construction of the water and sewer systems as needed to comply with all applicable Federal, Territorial and municipal by-laws, regulations and standards.
- 3.4 The following are publicly owned, operated and maintained at public expense: public water supply, treatment, storage and pumping facilities; public sewer pumping, treatment and disposal facilities; utilidors and their accessories, public water mains and public sewers, service boxes on utilidors, service connections on public water mains, and water meters.
- 3.5 For greater clarity, the following is a non-exhaustive list of components which are not publicly owned, operated, maintained, repaired or thawed at public expense: private water systems private drainage systems, utilidettes and utilidette freeze protection systems; building water pipes; building sewers, including the portions of building water pipes and building sewer pipes and their freeze protection systems which extend into a public service box or public utilidor.
- 3.6 A public utilidor is a utilidor which:
- 1) runs on land registered as a public right of way or public road; or runs on a utilidor easement;
 - 2) is an integral and necessary part of a utilidor system which exists to provide water or sewer service to two or more registered blocks of land which are not all owned by a single person or entity; or,
 - 3) is designated to be a public utilidor by the Town acting reasonably in the public interest.
- 3.7
- i) The location of a boundary between a utilidor (public ownership and public responsibility) and a utilidette (private ownership and private responsibility) shall be determined by the Town.
 - ii) Where a private utilidette is in the form of an extension of a main utilidor, and such features as structural joints, shut-off valves and/or tapings do not exist which could reasonably be taken to make the usual boundary between the utilidor and the utilidette, the boundary shall be taken to be the property line.

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- 3.8 Whenever a utilidor runs through a property or adjacent to a property, the owner of the property shall provide a clear space around the utilidor and any utilidor vaults to be available for utilidor operations, maintenance and reconstruction work. The minimum clear space around utilidors and utilidor vaults is defined as a rectangle when viewed along the longitudinal centreline of the utilidor:
- i) sides not less than 3 m away measured horizontally from the centreline of the utilidor or vault;
 - ii) top not less than 2.5 m above the highest point of the roof of the utilidor cross-section or vault structure; and,
 - iii) top not less than 5 m above the highest ground at the wall of the utilidor section or vault structure.
- 3.9 Wherever a fire hydrant is located on or adjacent to a property, the owner of the property shall provide a clear space around the fire hydrant for fire fighting, operations, maintenance and reconstruction work. This provision applies to all fire hydrants, whether publicly or privately owned. The minimum clear space around a fire hydrant is defined as all of the volume contained within a vertical cylinder three metres (3 m) in radius, whose axis runs through the centre of the hydrant's fire hose connection(s), and which extends from ground surface to an elevation 3 m above the hydrant's fire hose connection(s).
- 3.10 The Fire Chief shall determine the locations of fire hydrant access paths. The Fire Chief shall maintain records of the locations of fire hydrant access paths available to the public and shall identify the locations of fire hydrant access paths by means of signs as provided for in this by-law.
- 3.11 The Fire Chief, in addition to the SAO, is authorized to issue notices under this by-law related to fire protection.

4.0 INSTALLATION, ALTERATION, DISCONTINUANCE OF SERVICE

- 4.1 No person shall connect to a water or sewer service, alter or discontinue a water or sewer service without approval from the Town. Temporary services and seasonal services are not exempted from this requirement.
- 4.2 An applicant requesting installation, alteration or discontinuance of a service shall apply in writing on a form provided by the Town. The applicant shall sign the application and shall pay the application fee set out in the Town of Inuvik Fees and Charges Policy.
- 4.3 An application shall be approved, provided:
- 1) public water and sewer mains abut the property for which the application is made;
 - 2) the public water and sewer main(s) abutting the property both have sufficient capacity;

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- 3) the difference in elevation between the proposed private sewer system and the public sewer is sufficient, in the opinion of the Town, for gravity operated drainage, through a standard sewer service connection; or, alternatively, that the application includes a design for pumping of sewage from the building to the public sewer acceptable to the Town; and,
 - 4) the applicant has installed any interceptor required under this by-law or ordered by the Town.
- 4.4 If the property which is the subject of an application does not abut a public utilidor, the SAO, on behalf of the Town may, at their discretion, consent to the application for a service on the condition that the applicant enters into a contract which, without in any way limiting the generality of the terms and conditions which may be determined by the SAO, shall include the following terms and conditions:
- 1) the applicant shall pay all costs of construction, operation and maintenance as appropriate for the extended utilidette;
 - 2) the applicant shall pay all costs related to the acquisition and registration of any easements and rights of way necessary, in the opinion of the SAO, for the construction, operation and maintenance of the utilidette;
 - 3) the utilidette provided shall meet minimum specifications determined by the Town;
 - 4) the applicant shall indemnify the Town for damages which the Town may incur through the negligence of the applicant in the operation of the utilidette;
 - 5) the applicant shall pay for all water passing the water meter in accordance with the Water and Sewer Utility Rates By-law; and,
 - 6) such other terms and conditions as the Town may deem appropriate.
- 4.5 If the Town determines that the sewer line abutting the property does not have sufficient capacity, the SAO, on behalf of the Town may, at their discretion, consent to the application for a service on the condition that the applicant first provides facilities and means to control the rate of release into the sewer so that the rate of release will not exceed a maximum rate which the Town shall specify, and to store the volume in excess of the specified maximum rate of release.
- 4.6 Interceptors are required to be installed in private sewer systems or in building sewers as follows:
- 1) where there is food preparation for commercial or institutional occupancy, a grease and oil interceptor must be installed;
 - 2) where vehicles or mobile equipment are repaired and/or washed, grease, oil and sand interceptors must be installed; and

- 3) in any building or establishment where wastewater carries loads of particulate matter, oil, grease or any other substance at concentrations not usual in domestic household wastewater which, in the opinion of the Town, may have a deleterious effect on any component of the public sewage collection, treatment and disposal facilities or treated wastewater receiving water, an interceptor and/or other pretreatment facilities must be installed as ordered by the Town.
- 4.7 Every interceptor shall be:
- 1) of sufficient capacity to perform the service for which the interceptor is intended;
 - 2) located so that it is readily and easily accessible for cleaning and inspection;
 - 3) cleaned by the owner at regular intervals, sufficiently often that its capacity to perform its intended function is maintained at a high level; and,
 - 4) maintained in proper and effective working condition.
- 4.8 Notwithstanding Schedule "A", where the SAO is of the opinion that special circumstances exist, the SAO may, at their discretion and subject to such terms and conditions as they may require, authorize the provision of more than one service for each lot.
- 4.9 Following approval of an application for installation of a service and subject to any limitations or delays due to season and weather, the Town shall install the approved number of services of suitable site, and service boxes or standard openings through the utilidor wall, on the lot side of the water and sewer mains nearest the lot as shown on a registered plan in the Land Titles Office.
- 4.10 Items provided and owned by the Town shall include the service box (where the design of the utilidor requires one), water main taps and shut-off valves (c.c.'s) and sewer main tap including any tap accessories needed such as a saddle.
- 4.11 Service installations which may result in freezing of pipes will normally be made only when the temperature is above -5 degrees Celsius and is expected to remain above that level for sufficient time to complete the entire installation including attachment, insulation and weather sealing of the utilidette.
- 4.12 The Town shall maintain the service box.
- 4.13 The owner shall maintain the structural integrity and weather tightness of the joint between the utilidor or service box and the utilidette.
- 4.14 Where the Town installs a service box or opening through utilidor wall for the connection of an owner's utilidette, the owner shall insulate, close and weather seal the service box or opening promptly giving due regard to the time of year and any possibility of freezing conditions. The applicant shall comply with any schedule or other conditions contained in any notice issued by the Town, failing which the Town may order the owner to perform at the owner's expense any remedial work that the Town deems necessary for the protection of the public system to be done within such time period as the Town may direct. If the

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owner fails to perform that work within the time requested, the Town may do so without further notice to the owner and may recover the cost of doing any such work from the owner.

- 4.15 Where a water service is inadequate to supply the volume of water required at any building or the sewer service is inadequate to carry the rate of flow of sewage, the owner may apply for a larger service. If there is insufficient capacity in the public mains affected, the Town shall not grant the request for a larger service.
- 4.16 Where a service is no longer required as a result of redevelopment of the property, the owner may apply for discontinuance of the service and the Town shall abandon the service at the owner's expense.
- 4.17 The Town may order the abandonment of a service at its expense to properties on which no building exists or which are not in account. Where the Town has ordered a service to be abandoned, the owner shall be notified of the abandonment and shall be required to pay for any new service installation.
- 4.18 An Inspector authorized by the Town shall have access to a Town meter including its wiring and readout, private water system, private drainage system, interceptor, utilidette and to any other component or installation connected to the public water or sewer system at all reasonable times.
- 4.19 An Inspector authorized by the Fire Chief shall have access to any fire hydrant or fire line and to any utilidor, private water system and any other component or installation which serves or is in any way connected to or forms part of a fire hydrant or fire line, whether publicly or privately owned.

5.0 LIMITATION OF LIABILITY

- 5.1 Where a utilidette passes through a finished or unfinished wall, the Town shall not be responsible for any damage due to displacement, settlement, effect on the owner's operations, or any other reason, whether such damage occurs during building construction or afterwards, unless such costs or damages have been shown to be directly due to the gross negligence of the Town or its employees.

6.0 WATER FOR FIRE PROTECTION

- 6.1 Where an owner provides fire protection by means of a dedicated fire line, the owner shall provide a meter setting and meter setting fill piece or a double check valve assembly as fill piece.
- 6.2 Where, in the opinion of the Town, a water meter is required on a fire line, the Town shall install a water meter.
- 6.3 Where an owner provides fire protection by means of a combined water line, the owner shall elect, in their application for service, either:

- 1) for the metering of the volume of water consumed for normal building occupancy purposes only and not for firefighting purposes or large flow testing of fire protection systems; or,
 - 2) for the metering of the whole volume of water consumed for all purposes including firefighting and testing.
- 6.4 Except in emergency, no person shall break a Town seal installed on a fire hose valve. In an emergency, a person may break such a seal and shall so notify the Town immediately.

7.0 PRIVATE SERVICE AND GUIDANCE TO PLUMBERS

- 7.1 All costs of connecting the private building water pipe, private building sewer and utilidette to the service connections provided by the Town, including utilidor insulation restoration costs, are the responsibility of the owner.
- 7.2 In completing the private service connection, the owner shall return the utilidor and the service box, if any, to sound, thermally protected, weather sealed and externally finished condition, matching original condition and appearance.
- 7.3 The Town shall not carry out any construction or repair work relating to a private service except with the written approval of the SAO on such terms and conditions as the SAO may determine.
- 7.4 Where water is required to test plumbing before a meter is installed in the meter setting, a meter fill piece that includes an approved back flow prevention device shall be temporarily installed by a plumber prior to testing taking place. The fill piece shall be removed from the meter setting and from the size by a plumber following the test.
- 7.5 A journeyman plumber may operate the Town's c.c. of up to 25 mm (1 inch) when necessary for the testing of private service piping, for the replacing or renewing of a control valve, or for the repairing or renewing of piping between the Town's c.c. and the control valve, and for no other purpose.
- 7.6 No person shall operate any Town c.c. of 40 mm (1-1/2 inches) or larger in size for any purpose, unless authorized in writing by the SAO.
- 7.7 Where an inspector gives notice to the owner that an existing private water system does not meet the requirements of this by-law, the owner shall, at the owner's expense, make the changes required in the notice within the time specified by the notice.
- 7.8 The Town shall not be responsible for thawing out frozen private services.
- 7.9 No person shall thaw frozen pipes electrically or by using electrical welding equipment without disconnecting the water meter and all electrical ground wires from the private service.

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BY-LAW #2657/UTIL/20**

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- 7.10 The Town may thaw the private service upon request by the owner or by a customer under emergency conditions. The Town shall charge the actual cost of fulfilling the request to the owner or customer who made it.

8.0 ACCOUNTS AND WATER CHARGES

- 8.1 An owner or tenant shall open an account for the provision of water and sewer service prior to water being used on the property. In the case of a vacated premises, the owner is required to open an account within 7 days of closure of the previous account in order to maintain service to the property, failing which the Town may turn off the water supply.
- 8.2 At the discretion of the Town, an owner who rents or leases a property or a self-contained unit to a tenant or lessee may be required to open an account for the provision of water to the property rented or leased.
- 8.3 As a condition of establishing an account, the Town may require a guarantee deposit from the customer for a billing period up to ninety (90) days. The guarantee deposit shall be non-transferable and may be in the form of cash, certified cheque or other security acceptable to the Town.
- 8.4 Where there is a guarantee deposit and the account is in arrears, the Town may apply the guarantee deposit plus any accrued interest against the amount owing on the account. Where the account has been terminated, the Town shall apply the guarantee deposit plus any accrued interest against any amount owing on the account and shall then refund any remaining balance of the guarantee deposit to the customer.
- 8.5 Water consumption shall be as recorded by the Town's water meter or as estimated by the Town as provided for elsewhere in this by-law.
- 8.6 If, upon the reading of a meter, the Town determines that the meter has failed to record properly the flow of water, the Town shall estimate the flow and render an account based upon such method as the Town considers to be fair and equitable. The Town may also cause the meter to be tested. If the meter is found to be defective, the meter will be replaced at the Town's expense.
- 8.7 The Town may charge a service application charge in accordance with this by-law upon the turning on of a turned off account.
- 8.8 The Town shall provide to all customers a monthly water and sewer utility bill covering all rates and charges whether or not the consumption period is greater or less than one month and requiring payment by the date specified on the utility bill.
- 8.9 Where a customer fails to pay a utility bill by the date specified on the utility bill, the customer shall pay an additional late charges.
- 8.10 The Town shall not waive payment of an account or late payment penalty on the grounds that the customer failed to receive or lost the utility bill.

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- 8.11 The customer is responsible to provide the Town with a current mailing address and to notify the Town of any change in address.
- 8.12 In addition to the remedies available under the *Cities, Towns and Villages Act*, the Town may enforce the payment of all charges, rates, surcharges, penalties and amounts by:
- 1) turning off the water supply to a customer; or,
 - 2) commencing an action in any court of competent jurisdiction.
- 8.13 Any charges levied for the use of a sewer system or water supply that have not been paid by the end of the fiscal year may become a charge against the property being serviced, and collectible against the owner thereof in the same manner as taxes levied by the Town.
- 8.14 Every customer, prior to vacating a premises or building:
- 1) shall make payment in full and close the account; and,
 - 2) shall give provide a minimum of two (2) working days' notice to close an account. Notice shall be in writing and may be delivered by mail, facsimile, e-mail or arranged in person. Notice by telephone will be accepted for domestic accounts only.
- 8.15 In the absence of a notice of termination of an account, the Town shall continue to bill and collect all charges recorded against the account.
- 8.16 The Town may refuse to open an account or supply water to any person who is indebted to the Town, pursuant to this by-law, or who fails to comply with the provisions of this by-law, for such time as the indebtedness or default under this by-law continues.
- 8.17 The Town shall only release information regarding a customer's account to the customer or the customer's agent.
- 8.18 Accounts shall not be transferred from one customer to another.
- 8.19 Upon the termination of a customer's account(s), if the customer's water and sewer account(s) are paid in full, the Town will rebate any guaranteed deposit plus any accrued interest, calculated pursuant to section 8.1 of this by-law, to the customer.
- 8.20 The Town may turn off water to an account without restriction, either as to the time of year or to outdoor temperature, for any of the following reasons:
- 1) failure to open an account or failure to complete a written application for service when requested;
 - 2) non-payment of a Town utility bill;
 - 3) failure to provide a guarantee deposit;

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- 4) failure to perform any term of a service contract;
 - 5) failure to provide free access to the premises;
 - 6) failure to comply with an order or notice issued under authority of this by-law within the stated time period;
 - 7) excess leakage or wastage of water on the private service or from the private water system before the downstream side of the meter including, but not limited to, running or wastage of water as a method of protection against freezing of pipes;
 - 8) contamination or potential for contamination of water from the private service or private system;
 - 9) leakage or discharge of sewage except to the public sewer;
 - 10) theft of water;
 - 11) failure to give accurate information to the Town when applying for service or opening an account;
 - 12) conviction for tampering with the water meter or the seal; and,
 - 13) contravention of any section of this by-law.
- 8.21 The Town shall notify the Environmental Health Officer prior to turning off service to any food establishment, multi-family rental accommodation and any other premises which may be specified by the Environmental Health Officer.
- 8.22 Where the Town has turned off the water supply to a customer for non-payment of an account at one location, the Town may refuse to supply or may turn off water to a customer if that customer moves to or resides at another location.
- 8.23 Where the Town has turned off a service in compliance with this by-law, neither the Town, its employees nor any municipal official shall be liable for any costs or damages resulting from the discontinuance, regardless of time of year or outdoor temperature.

9.0 INTEREST AND REFUND OF DEPOSITS

- 9.1 The Town will pay interest on all guaranteed deposits as follows:
- 1) The Town will pay simple interest on the security deposit from the date the deposit is paid, at an annual rate of interest equal to the daily interest savings rate at the end of each month as posted by the Canadian Imperial Bank of Commerce and such interest will be credited monthly to the customer's security deposit account for each full month that the security deposit is held by the the Town. A deposit paid by the customer shall be returned to them with interest when the customer is disconnected from service other than for default in payment.

10.0 WATER METERS

- 10.1 At the expense of the owner, the Town shall supply, install, own and maintain all water meters, meter setting with control valve(s) and remote readout devices. Meters, the installation of meters and the installation of remote readout devices shall conform to the Town of Inuvik's Water Meter Installation Standards as outlined in Schedule B attached.
- 10.2 The customer shall protect a Town meter from freezing, damage from any cause and shall be responsible for any and all damage including loss, except damage or loss caused by the gross negligence of employees or agents of the Town.
- 10.3 A customer may install a subsidiary meter on their property on the downstream side of the Town meter for the customer's own purposes and at the customer's own expense. The customer shall attach a tag to a subsidiary meter which clearly identifies it as a private meter.
- 10.4 The Town shall neither read nor maintain a subsidiary meter, accept as accurate the reading of a subsidiary meter or use readings from a subsidiary meter to calculate billings.
- 10.5 No person shall install a meter by-pass without written authorization of the Town.
- 10.6 The Town shall only authorize the installation of a meter by-pass where, in its opinion, a by-pass is warranted for reasons of safety.
- 10.7 The Town may order a by-pass valve to be sealed. No one shall break a by-pass valve seal except under the direction of the Town or in case of an emergency. An owner or customer shall immediately report the breaking of a seal or the existence of a broken seal to the Town.
- 10.8 The Town shall give a customer reasonable notice of its intent to install, inspect, remove, repair, replace, read or require access to a meter.
- 10.9 No person shall do, cause to be done, or permit to be done, any act which may obstruct, interfere with or impede direct, safe and convenient access to a meter for the purpose of installation, inspection, removal, repair, replacement, reading or other similar purposes.
- 10.10 The Town shall attempt to make appointments for a special meter reading, reading verification, inspection, testing, removal, repairing and replacement of meters at a time mutually agreeable to the customer and the Town. Where an appointment has been arranged and the customer does not provide access to the premises, the Town may charge the customer a no access charge in accordance with the Town of Inuvik Fees and Charges Policy.
- 10.11 Where a customer fails to respond to the Town's written request for an appointment, the Town may establish an appointment and notify the customer in writing. Where an appointment has been established and the customer fails to keep the appointment, the

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Town shall charge the customer an appointment charge in accordance with the Town of Inuvik Fees and Charges Policy.

- 10.12 All persons shall keep pets in control to provide safe access to meters.
- 10.13 Any employee of the Town or its designates requesting entrance to a private premises shall, upon the request of any occupant of the premises, produce an identification card.
- 10.14 Where a customer questions the accuracy of a meter, the Town shall test it. The Town shall advise the customer that they may witness the meter testing and the time and place where the test will be conducted.
- 10.15 Where the test shows that the meter is recording between 97% and 103% of true consumption and the customer wishes to have the meter replaced, the customer shall pay the cost of removal, testing and reinstallation in accordance with meter maintenance charges in accordance with the Town of Inuvik Fees and Charges Policy.
- 10.16 Where the test shows that the meter is defective (under 97% and over 103%), the Town shall pay the cost for removal, testing and installation of a new meter.

11.0 INTERRUPTION OR RESTRICTION OF SERVICE

- 11.1 If, in the opinion of the SAO, an emergency makes it necessary, the Town may turn off or restrict the water supply to any part of the town. The Town shall notify the Environmental Health Officer and the Fire Department of any emergency turn-off or water restriction.
- 11.2 The Town may, in a non-emergency situation, turn off the water supply to any part of the town provided twenty-four (24) hours' notice of such intended turn-off is given to all affected customers.
- 11.3 Council may restrict and regulate the hours or time during which water may be used for any purpose other than for firefighting.
- 11.4 Council may cause notices to be published in a newspaper of general circulation in the Town of Inuvik, or may give notice by other means, declaring restrictions upon the use of water for the purpose of conserving and saving water.
- 11.5 After publication of such notices twice within a 5 day period, no person shall use water except in accordance with approved provisions and restrictions.
- 11.6 The Town shall not be liable for damages:
 - 1) caused by the break of any water main, sewer main, service, meter or any other accessory or attachment;
 - 2) caused by the failure of any pump, water or sewage pumping station, water treatment system or plant, water reservoir, sewage treatment work or any other facility forming part of or attached to the waterworks or sewerage system;

- 3) caused by the interference or cessation of water supply necessary in connection with the repair or proper maintenance of the Town waterworks systems;
- 4) caused by the failure of or need to repair a utilidor road crossing; or,
- 5) generally, for any accident due to the operation of the Town's water and sewer system, unless such costs or damages have been shown to be directly due to the gross negligence of the Town or its employees.

12.0 PROHIBITIONS

- 12.1 No unauthorized person shall open, use, alter, disturb, make any connection with or opening into or conduct any work within a public utilidor including its supports.
- 12.2 Notwithstanding section 12.1, an owner or a customer may thaw building water or sewer pipes and may remove blockages from building sewer pipes where they extend into the utilidor, but shall return the utilidor undamaged to original condition at the earliest possible time and shall be responsible for any damage including freezing damage which in any way results from the owner's or the customer's activities.
- 12.3 Except as permitted in this by-law, no person other than authorized employees of the Town or its designates, shall:
 - 1) operate, handle or interfere with a service tap, water main, sewer main, Town meter, c.c., valve, fire hydrant or other accessory on the public water or sewage system; or,
 - 2) make, keep, use or dispose of any key or wrench, the purpose of which is to operate any valve, c.c., fire hydrant, chamber, community tap, water main tap or any other accessory on the public water works or sewage system.
- 12.4 No person shall install or cause to be installed any pipe to connect with any public water main or sewer main without the written consent of the Town.
- 12.5 Except as specifically provided for elsewhere in this by-law, no person shall install or permit to be installed a branch-line or tap between a water service and a Town meter.
- 12.6 No person shall extend a private water pipe or private sewer pipe from one separately titled lot to another unless the Town has approved such extension.
- 12.7 Upon subdivision of a lot previously serviced with a water and/or sewer service:
 - 1) additional water and sewer services will be needed for each lot existing and separately titled after subdivision; and,
 - 2) the private water and drainage systems for each separately titled lot shall be separated and not interconnected.

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- 12.8 With the exception of emergency use of a fire line, no person shall use or obtain water unless:
- 1) an account has been opened; and
 - 2) the water has first passed through a water meter.
- 12.9 No person shall break seals on valves, meters or other accessories except as may be required in case of emergency. Any breaking of a seal or existence of a broken seal shall be reported to the Town immediately. Where a seal has been broken and not reported, the Town shall estimate the quantity of water consumed or obtained.
- 12.10 In addition to any other penalty, any person who uses water in contravention of the provisions of this by-law shall pay the following charges:
- 1) all charges for water consumed or obtained in accordance with the Water and Sewer Utility Rates By-law or as estimated by the Town; and,
 - 2) all charges to cover the Town's costs associated with the unauthorized use of water as per the Water and Sewer Utility Rates By-law.
- 12.11 No person shall obstruct or impede free and direct access to any utilidor, utilidor vault, utilidor service tap, water main, sewer main, valve, c.c., fire hydrant, sewer clean-out, Town meter or other accessories on the Town's waterworks or sewerage systems.
- 12.12 No person shall obstruct or impede free and direct access along any fire hydrant access path by any means whether of a temporary or permanent nature, whether on public or private property. This provision applies but is not limited to the storage of articles, to fences and landscaping and to the place of yard furnishings.
- 12.13 Pets shall be controlled at all times in a manner that they do not obstruct free, direct and safe access to any utilidor vault, utilidor service tap, water main, sewer main, valve, c.c., fire hydrant, sewer clean out or other accessories on the Town's waterworks or sewerage systems.
- 12.14 Tethered pets shall be tethered in a way that prevents them from interfering with the free and safe use of any fire hydrant access path and from approaching closer than 3 m from any fire hydrant, whether publicly or privately owned.
- 12.15 No person shall stand, walk, run, play or be on a public utilidor, utilidor vault or utilidor service box. No person shall stand, walk, run, play or be on a private utilidette at a location or in a manner that causes their weight or forces due to their presence to be carried by or transferred to a public utilidor or vault.
- 12.16 No person shall use a building on a property abutting a public sewer for habitation, employment, or for recreation or other purpose other than storage, until suitable toilet facilities connected to a private drainage system and a building sewer leading to the public sewer have been installed and put into operation.

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- 12.17 The owner of a premises used for habitation, employment or recreation not connected to an abutting public sewer shall, within one hundred and twenty (120) days of receiving notice from the Town to do so, have the building connected to sanitary sewer service whether or not sanitary sewer service was available at the time of the building's construction and occupancy.

13.0 AUTHORIZED ENCROACHMENT

- 13.1 A person may apply in writing to the Town for permission to place an object or to erect a temporary or permanent structure within private land which encroaches into the clear space to be left around utilidors and utilidor vaults.
- 13.2 A person may apply in writing to the Town for permission to construct a stile (stairway) or other structure to cross a utilidor within private or public land.
- 13.3 The applicant shall furnish such surveys, drawings and other description of the proposed encroachment as the Town may request.
- 13.4 Where the Town determines that the requested encroachment would not unduly obstruct access to operate, maintain and eventually to replace the utilidor, the Town may issue written authorization of an encroachment, including any limitations and conditions it may deem proper in the public interest.
- 13.5 No encroachment shall be permitted to intrude anywhere within the clear space to be left around a fire hydrant.
- 13.6 The Town shall not authorize an encroachment which interferes or may interfere with a fire hydrant access path unless the encroachment is approved by the Fire Chief.
- 13.7 A person erecting a stile or other structure crossing a utilidor shall maintain it in a safe condition at all times.
- 13.8 Where the owner of a property has not removed an object that encroaches, obstructs or otherwise contravenes this by-law within ten (10) days after being notified in writing by the Town, the Town shall remove the obstruction at the owner's cost.

14.0 PRIVATE WATER RESERVOIRS

- 14.1 Any person constructing or operating a private water tank shall do so at their own risk and cost.
- 14.2 The Town shall not approve, authorize or assume any responsibility for a private water tank within a serviced area.
- 14.3 Private water tanks or reservoirs shall not be approved inside the service area.

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- 14.4 Any person operating a private water system outside the service area shall do so at their own responsibility and cost.
- 14.5 No person shall interconnect a private water reservoir system with the Town's water distribution system or service.

15.0 HYDRANTS

- 15.1 Fire hydrants shall be identified as follows:
- 1) if on a utilidor, by means of high visibility red paint on all sides and top.
 - 2) if not on a utilidor, as ordered by the Office of the Fire Marshall.
- 15.2 The locations of fire hydrants and fire hydrant access paths shall be indicated by fire hydrant signs as follows:
- 1) if the hydrant is on a utilidor, by means of a fire hydrant sign or signs located at a height of at least 1.8 m or near the road end of each fire hydrant access path.
 - 2) if the hydrant is not on a utilidor, by a fire hydrant sign or signs as ordered by the Office of the Fire Marshall.
 - 3) fire hydrant signs shall be of a standard size and appearance determined by the Office of the Fire Marshall.
- 15.3 No person shall obstruct or cause to be obstructed the visibility of any fire hydrant or fire hydrant sign.
- 15.4 No person shall deface, alter, remove or cause to be altered, defaced or removed, any sign or posts indicating the location of a fire hydrant.
- 15.5 The owner of a property shall maintain fire hydrant access paths across their property, and the clear spaces around hydrants on or near their property, clear and unobstructed. The owner shall, in addition to any other action necessary to comply with this provision, cut and remove or otherwise prevent vegetation from blocking or impeding clear access.
- 15.6 Except for personnel authorized by the Town, no person shall take water from a hydrant without first obtaining permission from the Town's Director of Public Services.
- 15.7 A person requesting to use a hydrant shall make application to the Town at least five (5) business days in advance of the commencement of the usage date, and provide a damage deposit in accordance with the Water and Sewer Utility Rates By-law. Firefighters and Town employees are exempt from seeking approval to use a hydrant if the purpose is required in performing their duties.
- 15.8 A person who has received approval from the Town to use a hydrant shall:

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- 1) be deemed to be in account with the Town;
 - 2) abide by all provisions of this by-law;
 - 3) use only those hydrants listed on the permit as being authorized by the Town;
 - 4) open and close hydrants only with a key approved by the Town;
 - 5) replace all hydrant caps after hydrants are used;
 - 6) report immediately to the Town the location and number of any damaged or malfunctioning hydrant;
 - 7) provide to the Town readings of the water meter on the hydrant on a monthly basis or at the completion of usage of the hydrant where the duration of usage is less than one (1) month in accordance with the terms of the permit; and,
 - 8) notify the Town to close the account upon completion of use of the hydrant.
- 15.9 Any person requesting information on the capacity of a hydrant shall be levied a hydrant flow test charge in accordance with the Water and Sewer Utility Rates By-law.
- 15.10 The Fire Chief and their designates are hereby appointed to enforce the provisions of this section of the by-law.
- 15.11 The Fire Chief and their designates may at all reasonable times enter onto property in order to inspect any fire hydrant and to carry out tests that are deemed necessary.

16.0 LICENSED WATERMAIN AND PAY TAPS

- 16.1 No person shall resell water obtained from a tap to persons within the boundaries of the Town without first meeting the following conditions:
- 1) opening an account and paying all charges in accordance with the Water and Sewer Utility Rates By-law;
 - 2) maintaining all equipment used in the resale of water in sound, safe and clean condition; and,
 - 3) allowing inspection of all equipment by the Environmental Health Officer.
- 16.2 The Town shall establish truck fill station taps for the use of any person duly licensed in accordance with the Water and Sewer Utility Rates By-law at locations to be determined at the discretion of the Town.
- 16.3 No person other than a person properly licensed under the Water and Sewer Utility Rates By-law shall take water from a truck fill station tap.

17.0 CROSS-CONNECTION AND BACK FLOW PREVENTION

- 17.1 No person shall install or allow to exist any connection or cross-connection that could, under any condition, cause or allow drinking water, the Town's water service or private service to become contaminated or polluted in any way.
- 17.2 Where the Town determines that a prohibited connection or cross-connection exists, the Town shall give notice to the owner to correct the connection or cross-connection at the owner's expense within the time specified in the notice.
- 17.3 Where the Town, the Environmental Health Officer or any other authority having jurisdiction determines that there exists a need for back flow prevention to protect the public water supply, the Town or other authority shall give notice to the owner to install a back flow prevention device approved for the end use and service at the expense of the owner within the time specified in the notice.
- 17.4 Where an owner fails to correct a connection or cross-connection, or to comply with a notice to install a back flow prevention device, in addition to any other penalty, the Town may turn off the supply of water for such time as the prohibited connection, cross-connection or other non-compliance continues.

18.0 FREEZE PROTECTION OF BUILDING WATER AND SEWER PIPES

- 18.1 The owner shall provide, operate and maintain adequate freeze protection of building water and sewage pipes, including portions of such pipes within service boxes and public utilidors from the main control valve on the utilidor to the owner's building.
- 18.2 The owner shall provide appropriate and effective means of thawing building service pipes including portions of such pipes within service boxes and public utilidors.
- 18.3 The owner shall be liable for all damage or loss to a utilidor caused by failure to provide or maintain adequate freeze protection of building water and sewage pipes, except damage or loss caused by gross negligence of employees or agents of the Town.
- 18.4 The owner shall be held responsible for all damage or loss to a utilidor caused by failure to provide or maintain appropriate and effective means of thawing building service pipes.
- 18.5 Return of water to the public water main is not permitted if the aggregate rate of heat loss from building service pipes is calculated by standard engineering methods to exceed 0.25 W/m-°C at any location. For guidance, a pipe bundle comprising one (1) 100 mm sewer in contact with two (2) 25 mm water pipes will meet this standard if encapsulated in insulation-quality polyurethane foam having a minimum thickness anywhere around the circumference of the bundle of 50 mm.
- 18.6 Return of water to the public water main is not permitted if the length of utilidette not heated by the owner by means of electric heat tracing or hot water heat tracing exceeds 10 m, unless authorized in writing by the Town.

19.0 ENFORCEMENT

- 19.1 If the Town suspects or learns that someone has tampered with any part of the water or sewer service, or has done anything else in contravention of this by-law, a Peace Officer may exercise a right of access to the property at any reasonable time after giving reasonable notice in order to inspect the property to determine whether it contravenes the provisions of this by-law.
- 19.2 Providing reasonable notice and a reasonable time for entry are not required where there is an imminent danger to public health and safety or other extraordinary circumstances.

20.0 OBSTRUCTION

- 20.1 No Person shall obstruct, hinder, or impede a Peace Officer in the exercise of any of their powers or duties under this by-law.

21.0 OFFENCES

- 21.1 Where a person has contravened the provisions of this by-law pertaining to fire hydrants, the Fire Chief or their designate shall send a notice to that person requiring them to conform to the requirements of this by-law.
- 21.2 Every person to whom a notice is sent, or who is required to do anything by or pursuant to this by-law, shall obey such notice and do such thing as required by the notice.
- 21.3 Every person who contravenes any provision of this by-law is guilty of an offence and is liable upon Summary Conviction (if a fine is not otherwise specified in Schedule A attached to and forming part of this by-law) to:
- (a) for the first and each subsequent offence:
 - i) for a person, to a fine not exceeding two thousand dollars (\$2,000.00), or to imprisonment for a term not exceeding six (6) months, or to both;
 - ii) for a corporation, to a fine not exceeding ten thousand dollars (\$10,000.00), or to imprisonment for a term not exceeding six (6) months, or to both.
- 21.4 In addition to any fine that may be levied, the court, subject to its jurisdiction, may order a person convicted of an offence under this by-law:
- i) to pay any fee or charge that may otherwise be payable by the person to the Town in respect of any licence or permit that should have been obtained by the person; and,
 - ii) to do or refrain from doing any activity that the court may specify.

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- 21.5 A Peace Officer may issue a Summary Offence Ticket Information in the form prescribed by the *Summary Conviction Procedures Act* and regulations, to any person who violates any provision of this by-law and such person may, in lieu of prosecution, pay the Town the applicable voluntary penalty prior to the court date specified on the ticket. Specified penalties for offenses under this by-law are listed in Schedule C attached to and forming part of this by-law.

22.0 SEVERABILITY

- 22.1 If any provision or part of a provision of this by-law is declared by court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

23.0 REPEALS

- 23.1 By-laws 79-547, 1531/UTIL/98 and any previous water and sewer administration, management and operations by-laws or fire hydrant by-laws currently in effect are hereby repealed.

24.0 EFFECT

- 24.1 This by-law shall come into effect upon the day of its final passage.

READ A FIRST TIME THIS ____ DAY OF _____, 2020 A.D.

READ A SECOND TIME THIS ____ DAY OF _____, 2020 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS ____ DAY OF _____,
2020 A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

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I hereby certify that this by-law has been made in accordance with the requirements of the Cities, Towns and Villages Act and the by-laws of the Town of Inuvik.

SENIOR ADMINISTRATIVE OFFICER

SCHEDULE “A”

**USUAL NUMBER OF SERVICE CONNECTIONS
 AND
USUAL NUMBER OF WATER METERS BY BUILDING AND TYPE**

OCCUPANCY, CLASSIFICATION	NUMBER OF SERVICES	NUMBER OF METERS
RESIDENTIAL		
Single family, detached	One	One
Duplex, up and down	One	One each unit
Duplex, side by side	One or two	One each unit
Multi-family on one lot	One per building	One each unit
Multi-family, separate lots	One per building or per lot	One each unit
Apartment building	One per building	One per building
NON-RESIDENTIAL		
One unit on one lot	One	One
Multiple units on one lot	One per building	One per unit <i>(Note 1)</i>

Notes:

1. *This Table refers to usual circumstances. The Town may authorize other arrangements as it deems appropriate to take into account particular circumstances.*

SCHEDULE B
Page 1
WATER METER INSTALLATION STANDARD

1.0 SCOPE AND INTENT

This standard refers to water meters installed for water service billing purposes.

The intent of this standard is to obtain meter installations which are durable, maintainable, protected from damage, standardized as to meter components and reading interface, and which will measure all water delivered into the premises. It is the building owner's responsibility to comply with these standards, and compliance is a condition of piped water service. The Town may refuse service or interrupt service, in any case of non-compliance.

2.0 METER TYPE, OWNERSHIP AND READING SCHEDULE

Meter type: Sensus (*Sensus II in sizes up to one (1) inch*) with ECR and remote RTM touchpad readout. No substitutes.

Meters (including remote readout) are paid for by the utility customer. Meters are owned, read and maintained by the Town.

Water meters may be read concurrently with reading of remote readout devices or separately.

3.0 METER SIZING STANDARDS

Size meters according to AWWA M22, Sizing Water Service Lines and Meters.

For private residential buildings of ordinary, family-type occupancy, meter sizes are as follows:

1 dwelling unit	5/8 in. x 3/4 in (not 5/8 x 5/8)
2 - 8 dwelling unit	3/4 in.
9-49 dwelling unit	1 in.

Service pipe size is not a reliable indication of meter size. In many (but not all) cases, the correct meter size will be one size smaller than a correctly sized service line. For occupancies other than ordinary, family-type residential, contact the Town for advice regarding sizing.

4.0 LOCATION OF METER WITHIN THE BUILDING

4.1 Requirements applicable to all buildings are as follows:

- .1 within the building.
- .2 heated location, protected from freezing. Heat tape in a cold location is not acceptable.
- .3 accessible for inspection, maintenance and removal/replacement. Adequate working room around the meter position.
- .4 as close to the upstream end of the building plumbing (that is, as close to the utilidette entry into the building) as practical.

The building owner is responsible to provide and make available a suitable location.

- 4.2** **.1** Additional requirements applicable to buildings having more than one (1) meter connected to a service connection are as follows:

All such installations are subject to the approval of the Town. It is the responsibility of the customer to obtain such approval in writing, and to display it prominently at the location where meters are installed, protected from damage. The Town will not authorize installation referred to in this section which, in its opinion, does not comply with the letter or intent of this by-law.

- .2** All meters are to be installed in one (1) group located as close to the upstream end of the building plumbing as practical.

5.0 LOCATION OF METER WITHIN PLUMBING SYSTEM

The meter is to be located upstream of all branches and taps which deliver water for consumption or use within the premises or which bleed water to waste for freeze protection.

If freeze protection of the utilidette is provided by re-circulating water back to the water main, then the re-circulation branch is to be located upstream of the meter.

No branches or taps which deliver water to the premises are to be attached to a re-circulation line or to any pipe upstream of the meter.

6.0 BY-PASSES AROUND METERS

By-passes around water billing meters are not permitted. The Town may authorize exceptions only in cases where brief interruption of supply for meter maintenance is not tolerable: for example hospitals. In any case where an exception is made, it is the responsibility of the customer to secure such authorization in writing and to display it prominently adjacent to the meter, protected from damage. It is noted that in the event of meter failure, a meter can be replaced (with another meter or with pipe) in well under an hour's work.

Any customer wishing to install a meter by-pass or wishing to retain an existing meter by-pass must apply in writing to the Town, stating reasons.

As a condition of service, the Town may require the removal of any by-pass for which authorization has not been obtained from the Town.

As a condition of service, the Town may require a lock and/or seal to be placed on a by-pass valve which maintains the valve in the closed position.

A customer having a by-pass is required to notify the Town (Utility) immediately on any and every occasion when the by-pass valve is opened.

7.0 METER INSTALLATION STANDARDS

- .1** Installation is to be performed by, or under the direct supervision of, a journeyman plumber holding current NWT certification.

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- .2 Valves within the building upstream and downstream of the meter must be installed to allow isolation of the meter for repair/replacement without draining building plumbing and without use of valves installed at the service tap in the utilidor.
- .3 Install meters horizontal and upright, arrow in direction of flow. Follow manufacturer's installation instructions.
- .4 Provide pipe connections on both sides of the meter which will allow ready removal: compression couplings; reducing compression couplings; double union; and/or threaded sleeve.
- .5 Plumbing work is to comply in all respects with the Canadian Plumbing Code. Plumbing fittings are to be good quality brass for copper pipe. Pipe materials are to be copper of appropriate size, type 'L' or heavier.
- .6 Provide a permanent grounding strap across the meter which will provide electrical continuity should the meter be removed: #8 bare copper wire, attached with clamps equal to Burndy #GA2.
- .7 Comply with all relevant acts, regulations, codes, standards and by-laws.

8.0 REMOTE READOUT SYSTEM INSTALLATION STANDARDS

The readout system includes the ECR touchpad and the communications cable which connects the meter head to the touchpad. The ECR touchpad is supplied with the meter.

Communications wire: 22-gauge 4 conductor telephone wire, CSA approved. Use 18-gauge wire for runs over 50 m.

Touchpad location: Wall mount, adjacent to the electric meter (generally within one (1) meter either side of the electric meter); at a height convenient for the reader (normally at the same height as the electric meter). Ensure proper access for the reading 'gun'.

Wire routing: Route the communication wire to achieve security (against accidental damage and vandalism), and a neat finished appearance. A concealed route is to be used wherever possible. Avoid exposed runs up along building walls: route the wire through the wall directly behind the touchpad. Protect the wire against sharp edges (in metal siding, for instance) and seal wall penetrations with silicone-type sealant. Provide conduit protection when runs in public or exposed locations are not avoidable.

The wire is to be routed along continuous support wherever possible. Secure with round electrical wire staples at intervals not exceeding two (2) meters. Run wire orthogonally, parallel to main building lines; not diagonally. Leave a small coil (0.5 m or so) of surplus wire within the cable run at each end of the installation.

Installation, connections, testing: follow meter manufacturer's instructions.

SCHEDULE C

SPECIFIED PENALTIES

SECTION	OFFENCE	SPECIFIED PENALTY	
		Individual	Corporation
3.8	Failure by owner to clear space around utilidor and utilidor vaults	\$200.00	\$500.00
3.9	Failure by owner to maintain clear space around a fire hydrant	\$200.00	\$500.00
4.1	Connecting to a water or sewer service without approval	\$100.00	\$250.00
5.3	Breaking a Town lock installed on a fire hydrant	\$100.00	\$250.00
10.7	Breaking a meter by-pass installed by the Town	-	\$1,000.00
10.9	Obstructing access to a water meter	\$200.00	\$500.00
12.1	Open, use, alter, disturb, make any connection with, open into or conduct any work within a public utilidor or its supports	\$200.00	\$500.00
12.3 (1)	Operate, handle or interfere with a service tap, water main, sewer main, Town meter, c.c., valve, fire hydrant or other accessory on the public water or sewage system	\$200.00	\$500.00
12.3 (2)	Make, keep, use or dispose of any key or wrench used to operate any valve, c.c., fire hydrant, chamber, community tap, water main tap or any other accessory on the public water or sewage system	\$200.00	\$500.00
12.4	Cause to be installed any pipe to connect with any public water or sewer main without written consent	\$200.00	\$500.00
12.5	Install or permit to be installed a branch line or tap between a water service and a Town meter except as provided under this by-law	\$200.00	\$500.00
12.6	Extend a private water pipe or sewer pipe from one separately titled lot to another without approval	\$200.00	\$500.00
12.8 (1)	Using or obtaining water without opening an account	\$200.00	\$500.00
12.8 (2)	Using or obtaining water without the water first passing through a meter	\$200.00	\$500.00
12.9	Breaking the seal on valves, meters or other accessory except as may be required in case of emergency	\$200.00	\$500.00
12.9	Failing to immediately report the breaking of a seal or existence of a broken seal to the Town	\$200.00	\$500.00
12.11	Obstructing or impeding free and direct access to any utilidor, utilidor vault, utilidor service tap, water main, sewer main, valve, c.c., fire hydrant, sewer clean out, Town meter or other accessory on the Town's water or sewer system	\$500.00	\$1,000.00
12.12	Obstructing or impeding free and direct access along any fire hydrant access path by any means whether or a temporary or permanent nature, whether on public or private property	\$500.00	\$1,000.00
12.13	Allowing pets to be tethered in a manner that obstructs free, direct and safe access to any utilidor vault, utilidor service tap, water main, sewer main, valve, c.c., fire hydrant, sewer clean out or other accessory on the Town's water or sewer system	\$250.00	\$500.00
12.14	Allowing tethered pets to interfere with the free and safe use of any fire hydrant access path and from approaching closer than 3m from any fire hydrant whether private or publicly owned	\$250.00	\$500.00
12.16	Using a building on a property abutting a public sewer for habitation, employment, recreation or purpose other than storage without suitable toilet	\$250.00	\$500.00

TOWN OF INUVIK
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	facilities connected to a private drainage system and a building sewer leading to the public sewer have been installed and in operation		
12.17	Failure to connect a building used for habitation, employment or recreation to a sanitary service	\$250.00	\$500.00
13.1	Placing an object or erecting a temporary or permanent structure within private land which encroaches into the clear space to be left around utilidor vaults without permission from the Town	\$250.00	\$500.00
13.2	Constructing a stile (stairway) or other structure to cross a utilidor within private or public land without permission	\$500.00	\$1,000.00
13.5	Allowing an encroachment to intrude anywhere within the clear space to be left around a fire hydrant	\$500.00	\$1,000.00
13.7	Failing to maintain a stile (stairway) in safe condition	\$500.00	\$1,000.00
14.5	Connecting a private water reservoir system to the Town's distribution system or service	\$500.00	\$1,000.00
15.3	Obstructing or causing the obstruction of the visibility of any fire hydrant or fire hydrant sign	\$500.00	\$1,000.00
15.4	Defacing, altering, removing or causing to be removed, altered or defaced any sign or posts indicating a fire hydrant's location	\$500.00	\$1,000.00
15.5	Failing to cut, remove or prevent vegetation from blocking or impeding clear access to a fire hydrant	\$500.00	\$1,000.00
15.6	Taking water from a fire hydrant without permission from the Town	\$500.00	\$1,000.00
15.7	Using hydrants other than those approved for use by the Town	\$500.00	\$1,000.00
15.8 (4)	Opening and closing fire hydrants with keys that are not Town approved	\$500.00	\$1,000.00
15.8 (5)	Failing to replace fire hydrant caps after use	\$500.00	\$1,000.00
15.8 (6)	Failing to immediately report the location and number of any damaged or malfunctioning hydrants to the Town	\$500.00	\$1,000.00
15.8 (8)	Failing to notify the Town to close the account for use of a fire hydrant upon completion of use	\$250.00	\$500.00
16.3	Taking water from a truck fill station tap without an account	\$500.00	\$1,000.00
17.2	Allowing a connection or cross-connection that could contaminate or pollute the Town's water service	\$1,000.00	\$2,500.00
18.1	Failing to provide, operate and maintain adequate freeze protection of building water and sewer pipes	\$250.00	\$500.00
20.1	Obstructing a Peace Officer	\$250.00	\$500.00

Town of Inuvik
Operating Budget Variance
For the 8 months ending August 31, 2020

	2020	2020	2020		
	Budget	Budget to Date	Actual	Variance	%
REVENUE					
Administrative	\$ 10,467,295	\$ 9,269,228	\$ 7,190,090	\$ (2,079,138)	-22% 1
Protective Services	41,000	35,533	39,325	3,792	11%
Public Works	38,000	38,000	38,998	998	3%
Environmental	825,000	620,295	684,743	64,447	10%
Tourism	58,975	53,558	92,605	39,047	73% 2
Recreation	307,950	199,811	186,399	(13,413)	-7%
Library	90,250	70,333	50,585	(19,749)	-28% 3
Fiscal	2,652,000	1,164,000	1,340,316	176,316	15%
Total Revenue	\$ 14,480,470	\$ 11,450,759	\$ 9,623,060	\$ (1,827,699)	
EXPENSES					
Administrative	\$ 5,968,202	3,842,545	3,144,939	\$ 697,606	-18% 4
Protective Services	811,895	517,706	421,494	96,212	-19%
Public Works	1,392,319	936,997	853,723	83,274	-9%
Environmental	991,050	685,925	891,271	(205,346)	30% 5
Tourism	617,269	474,371	518,097	(43,726)	9%
Recreation	3,499,277	2,271,598	1,888,975	382,624	-17%
Library	490,442	324,795	298,174	26,621	-8%
Fiscal	739,300	6,633	33,234	(26,600)	401%
Total Expense	\$ 14,509,753	\$ 9,060,571	\$ 8,049,906	\$ 1,010,665	
Surplus / (Deficit)	\$ (29,283)	\$ 2,390,188	\$ 1,573,154	\$ (817,035)	
Land Fund Revenue	\$ 272,000	\$ 268,334	\$ 268,870	\$ 536	0%
Land Fund Expenditure	221,200	-	20	(20)	0%
Surplus / (Deficit)	\$ 50,800	\$ 268,334	\$ 268,850	\$ 516	
Utility Fund Revenue	\$ 3,214,500	\$ 1,840,683	\$ 1,891,495	\$ 50,812	3%
Utility Fund Expenses	3,073,265	2,104,080	1,916,589	187,491	-9%
Surplus / (Deficit)	\$ 141,235	\$ (263,397)	\$ (25,094)	\$ 238,303	
Total Surplus / (Deficit)	\$ 162,752	\$ 2,395,125	\$ 1,816,909	\$ (578,216)	
Community Public Infrastructure	(1,417,303)	(1,790,000)	(1,790,000)	-	0%
Grant - Gas Tax	(1,380,000)	(1,359,000)	(1,359,000)	-	0%
Transfer from Reserves	(869,000)	-	-	-	0%
CanNor, Heritage Canada, GNWT ITI	(1,135,372)	(600,000)	(532,144)	(67,856)	-11%
Hidden Lake Bio Mass Funding	(601,700)	-	-	-	0%
Small Communities Fund	-	-	-	-	0%
Capital Expenditures	1,734,895	1,147,895	601,039	546,856	-48%
Chief Jim Koe Park Enhancement	1,412,780	1,412,780	704,399	708,381	-50%
2nd Water Storage Tank	300,000	30,000	8,500	21,500	-72%
Utilidor Replacement	250,000	148,000	129,394	18,606	-13%
Scada system	330,000	-	-	-	0%
Hidden Lake Biomass Project	601,700	-	-	-	0%
WTP Debenture Principal Payments	800,000	533,334	533,334	(0)	0%
Debenture Principal Payments	138,500	138,500	138,500	-	0%
	\$ 164,500	\$ (338,491)	\$ (1,565,979)	\$ 1,227,487	
Surplus (Deficit) after Transfers	\$ (1,748)	\$ 2,733,616	\$ 3,382,888	\$ 649,272	
Amortization	\$ 3,500,000			-	

1 Grants in Lieu not recorded yet

2 Inuvik Guide revenues not reversed yet

3 Timing of receipt of funding

4 Covid Expense timing

5 Unexpected tipping fees

CAPITAL PROJECTS REPORT FOR COUNCIL
As At August 31, 2020
Senior Administrative Officer

Note: All dates/times and costs are based on information available at the time of report compilation and are subject to change due to year adjustments and late invoices

Project	Budget	% of Work Complete	Expenditure to Date	Comments
Utilidor Replacement	\$250,000	10%	\$129,393	Tender for 2021 project in final stages of being prepared
2 nd Water Tank Start-up	\$300,000	5%	\$8,500	Awaiting start of Biomass project
Utilidor Scada System	\$330,000	15%	\$0	Equipment being ordered and final specs completed
Pool Repairs and Liner	\$150,000	20%	\$21,000	Work ongoing. Some challenges with equipment failures and overall effect of the procedure
Road Improvements	\$200,000	100%	\$150,480	Project complete for 2020
Conference Equipment	\$30,000	2%	\$0	Final pricing being gathered for items
Vehicle	\$43,000	100%	\$41,928	Complete
Utility Trailer	\$20,000	100%	\$18,011	Complete
Utilidor Boat	\$3,000	100%	\$2,134	Complete
Tourism Gateway Sign	\$175,000	65%	\$22,000	Sign manufacturing in process and expected to be delivered prior to the ferry crossing closing
Town Office and Firehall Energy Upgrades	\$230,000	95%	\$220,303	2020 project complete except for ordering of window blinds which be completed in September
Network Server	\$35,000	15%	\$0	Contractor is process of configuring system for installation in October or November
Homeless Shelter Roof	\$75,000	1%	\$0	Project has shifted to Warming Shelter roof and awaiting local contractor to complete self isolation. Had contacted a number of local contractors but they declined to other work
Firehall Exhaust System	\$50,000	5%	\$0	Contractor in discussion with electrical contractor to confirm load limits on the system can be handled by current electrical capacity in the firehall
Firehall Kitchen	\$6,000	10%	\$0	Awaiting delivery of equipment

Chief Jim Koe Park Upgrades	\$1,412,780		\$704,399	Pavilion work ongoing with site preparation being completed in September. Arctic Market building tender was higher than budget. Administration is looking at options with both local contractors and funding partners. Building will be delayed as a result of this and also the availability of supplies (concrete)
Haul All Garbage Bins	\$84,895	100%	\$84,892	Complete
Haul all Garbage Bin Pads	\$25,000	100%	\$20,110	Complete awaiting final invoicing
Phone System Upgrades	\$8,000	100%	\$6,785	Complete
Hidden Lake Biomass project	\$601,700	1%	\$0	Awaiting official announcement and contract to be awarded.
Sidewalks	\$600,000	5%	\$0	Tender was awarded but due to the unavailability of concrete required project will be delayed in 2021. Pricing will be held at 2020 values

STRATEGIC PRIORITIES CHART AUGUST 2020

COUNCIL PRIORITIES

NOW 1. BREYNAT ROAD: Redesign Cost Estimate 2. PARKS & TRAILS: Long-term Plan 3. UTILIDOR: SCADA & Funding 4. OPERATIONAL REVIEW & HR MANUAL 5. DERELICT BUILDINGS: Options		TIMELINE 1. September 2020 2. December 2020 3. October 2020 4. December 2020 5. November 2020
NEXT • TOURISM STRATEGY: COMPLETE • ENVIRONMENTAL: Town Practices Review • INTEGRATED COMMUNITY SUSTAINABILITY PLAN: Update • SCHOOL ZONE AND PARKS & PLAYGROUNDS SPEED LIMITS	ADVOCACY / PARTNERSHIPS • <i>Peggy Curtis Field Development (GNWT)</i> • <i>Quarterly RCMP Liaison</i> • <i>Airport Road Repair (GNWT)</i> • <i>Homeless Strategy (Interagency Group)</i> • <i>Satellite Receiving Station Licensing (Fed)</i> • <i>Mackenzie Valley Highway (GNWT)</i> • <i>Inuvik MLAs Council Meetings (GNWT)</i> • <i>Public Utility Council Rate Reviews</i> • <i>Mental Health Services (GNWT)</i> • <i>Airport Bypass Chip Seal (GNWT)</i> • <i>College Changes (GNWT)</i> • <i>Invite MP to Council Meetings (FEDs)</i> • <i>Increased Communication when Ministers Visiting (GNWT)</i>	

OPERATIONAL STRATEGIES

ECONOMIC DEVELOPMENT & TOURISM 1. Chief Jim Koe Park Redevelopment Project: Dec 2020 2. Tourism Gateway Sign: Dec 2020 3. Economic Development Priority Review: Aug 2020 • Tourism Marketing Action Plan – Sept 2020 • Ec Dev Sector Committees (create & hold first meeting) – Sept 2020	FINANCE & ADMINISTRATION 1. MAIS: Voter Module Activation – July 2020 2. Website E-Commerce Module Proposal – Sept 2020 3. Revised 2020-2021 Budget & Forecast – July 2020 • Time Tracking Software (MAIS) - 2021 • Cross Training Schedule Review – November 2020
PUBLIC WORKS & INFRASTRUCTURE 1. PARKS & TRAILS: Long Term Plan – Dec 2020 2. BREYNAT ROAD: Redesign Cost Estimate – Sept 202 3. UTILIDOR: SCADA & Funding – Oct 2020 • Utilidor Replacement Schedule – Sept 2020 • Roads Maintenance Manual – Complete • Road Plan: 3-Year Priorities – Complete	COMMUNITY SERVICES 1. RECREATION FACILITY: Utilization Inventory – Complete 2. Community Events (Contacts) Calendar – Sept 2020 3. Library Outreach Programs – Sept 2020 • Keyless Entry System Review – Nov 2020 • eRec Review – Dec 2020
SENIOR ADMINISTRATION OFFICER 1. OPERATIONAL REVIEW & HR MANUAL – Dec 2020 2. ICSP Review – September 2020 3. ATIPP Implementation – December 2021 • ENVIRONMENTAL: Practices Review – Committee	PROTECTIVE SERVICES 1. Emergency Management Plan Review – August 2020 2. Ongoing Professional Development & Succession Planning 3. DERELICT BUILDINGS: Options & Enforcement – Nov 2020 • Reviewing Operational Guidelines

ORGANIZATIONAL EXCELLENCE

1. Employee Orientation - Leadership Team - Aug. & Staff – Outcome from Operational Review & HR Manual 2. Job Description Review: Expectations & Individual Training Needs – Outcome from Operational Review & HR Manual 3. Respectful Workplace: Staff Discussion – Once Staff Meetings Resume 4. Staff Development Program: Proposal – October 2020 5. Interdepartmental Relations – December 2020
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BOLD CAPITALS = Council NOW Priorities; **CAPITALS** = Council NEXT Items; *Italics* = Advocacy; Title Case = Operational Strategies