

AGENDA
TOWN OF INUVIK ~ COMMITTEE OF THE WHOLE AND REGULAR COUNCIL MEETINGS
TO BE HELD ON JULY 10 AND 12, 2023
AT 7:00 P.M. in COUNCIL CHAMBERS

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 RCMP Report

Report attached.

Item # 5 **PUBLIC QUESTION PERIOD**

Item # 6 **ADOPTION OF THE MINUTES**

6.1 Minutes of the June 26 and 28, 2023 Council Meetings

Minutes attached. Requires motion to approve.

6.2 Minutes of the June 28, 2023 Special Council 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 2023-SAO-064 ~ Summer Council Meeting Schedule

Document attached. Requires motion to approve.

Item # 9 BY-LAWS

9.1 RFCD 2023-SAO-065 ~ By-law 2708/LND/23 Land Administration

By-law attached. Requires FIRST AND SECOND READINGS.

Item # 10 DEPARTMENT HEAD REPORTS

10.1 Financial Report

Report attached. Requires motion to adopt.

10.3 Protective Services Report

Report attached. Requires motion to adopt.

Item # 11 INFORMATION ITEMS

11.1 Strategic Priorities Chart

Document attached. For information only.

11.2 Aurora Research Institute ~ Various Research Projects

Document attached. For information only.

Item # 12 COUNCIL CONCERNS

Item #13 IN CAMERA ITEMS

13.1 Confidential Legal Information - CTV Act, s.23 (3)

Item # 14 ADJOURNMENT



MONTHLY POLICING REPORT

June, 2023



Inuvik Detachment

“G” Division

Northwest Territories



Annual Performance Plan (A.P.P.'s) Community Priorities:

Community approved priorities are:

1. Intimate Partner Violence;
2. Reconciliation;
3. Road Safety
4. Reduce Drug/Alcohol Abuse

1. Intimate Partner Violence:

In the coming months, all Inuvik members will receive the Ontario Domestic Assault Risk Assessment (ODARA) training. ODARA is a risk assessment tool for estimating the risk that an Intimate Partner violence offender will assault a partner again.

The Inuvik Detachment, in conjunction with Inuvik Victim Services, assist with providing cell phones to victims of Intimate Partner Violence. The cell phones are provided to victims who may have challenges in contacting support services.

2. Reconciliation:

On June 5th, Inuvik members proudly attended Inuvialuit day. On June 21st members also attended Indigenous Peoples day.

On June 29th all new members to the Detachment attended the Elders Picnic at Happy Valley Park. Members sat and learned from Elders from the local area.

3. Road Safety:

The Detachment conducted 3 proactive traffic enforcement programs this month (check stops). Due to the great proactive work of detachment members, four impaired driving by alcohol charges were laid and 2 tickets were issued for offences under the *Motor vehicle Act*.

4. Drugs and Alcohol:

Multiple proactive foot patrols were completed downtown this month with several police generated liquor act offence investigations initiated resulting in 10 bottles of liquor disposed of.

On June 6th the Inuvik Detachment executed multiple search warrants at locations in Inuvik resulting in the seizure of crack cocaine, drug paraphernalia, a firearm and money.



Notable Occurrences for the Month:

On June 21st a 64-year-old woman cyclist died on the Dempster Highway following a collision with a pick-up truck. The investigation is ongoing with the assistance of the NT RCMP collision analyst.

On June 22nd the Detachment received a report from staff at East Three Secondary School that an 18-year-old male student had threatened to carry out an act of violence at the school. Members immediately responded and conducted a thorough investigation. The accused male was arrested shortly after receiving the call off school grounds. Prior to the school re-opening, Sgt. Aubin met with all school staff to address school safety concerns.

Community Contributions

On June 3rd Cpl. Chris Main attended the East Three School graduation (see below).





Sgt. Jesse Aubin would also like to introduce Cst. Fernando Fernandez who joined the Detachment this June.



Hello Inuvik, my name is Fernando Fernandez. I am from Montreal, Qc. I speak Spanish, French and English. I am very pleased to be joining the community. It is not my first time up in the North I previously lived in Nunavut for 2 years. I chose to come back to the North because I missed the nature, the outdoor activities and the beautiful cultures that northern communities offer. I enjoy hiking, kayaking, and occasionally I like to hunt. Anything that gets me out of the house I am always up for. Before joining the RCMP I was a professional baseball player I got drafted by the Philadelphia Phillies and then went on to play internationally. I am looking forward to serving the community; feel free to have a chat with me whenever you see me on the street I am always up for a nice talk. Thank you for welcoming me!



The Inuvik RCMP Detachment responded to 474 calls for service during the month of JUNE 2023.

OCCURRENCES	Current Month	Year to Date	Current Month of previous year	Previous Year Total
Assaults (Not including sexual assaults)	43	194	58	471
Sexual Offences	3	22	4	43
Break and Enters (Residence & Business)	2	15	3	42
Theft of Motor Vehicle	1	9	1	12
Theft Under \$ 5000.00	20	56	14	116
Theft Over \$ 5000.00	2	4	0	1
Drugs (Possession)	0	2	0	4
Drugs (Trafficking)	10	23	4	27
Liquor Act	31	151	39	348
Unlawful Sale (Bootlegging)	0	0	0	0
Causing a disturbance / Mischief (total)	195	868	151	1581
Causing a Disturbance	67	193	40	350
Mischief - damage to property	11	51	16	116
Mischief - obstruct enjoyment	117	624	95	1115
Impaired Driving	12	75	9	108
Other Complaints	67	418	49	580
Total Violations	386	1837	332	3333

Total Calls for service

474



JUSTICE REPORTS	Current Month	Year to Date	Current Month of previous year	Previous Year Total
Victim Services Referral - Accepted	2	32	4	39
Victim Services Referral - Declined	6	146	9	232
Victim Services - Proactive Referral	1	5	1	8
Victim Services - Not Available	0	0	0	0
Restorative Justice Referrals	0	0	0	5
Emergency Protection Orders (Detachment Initiated)	0	2	0	7
ODARA Reports	2	26	8	60
Prisoners Held	88	351	69	620
Prisoners Escorted	0	0	0	0
Prisoners Held non-PROS Agency	0	0	0	1
Prisoners Escorted Non-PROS Agency	0	0	0	0
Liquor Destroyed Immediately	10	36	5	42



Should you have any questions or concerns regarding this report or any other community matters, please feel free to contact me to discuss.

Report completed by: Sgt. Jesse Aubin

Inuvik RCMP Detachment

Telephone: (867) 765-3906

Email: jesse.aubin@rcmp-grc.gc.ca

Internal Distribution List:

S/Sgt Bruce MCGREGOR - North District Advisory NCO

"G" Division Criminal Operations

External Distribution List:

Duane Smith - Chair Inuvialuit Regional Corporation

Ken Kyikavichik – Grand Chief Gwich'in Tribal Council

MINUTES
TOWN OF INUVIK ~ COMMITTEE OF THE WHOLE AND REGULAR COUNCIL MEETING
HELD ON JUNE 26 AND 28, 2023
AT 7:00 P.M. in COUNCIL CHAMBERS

Present:	<u>Monday</u>	<u>Wednesday</u>
Mayor:	Clarence Wood	Clarence Wood
Councillors:	Whitney Alexis	Deputy Mayor Natasha Kulikowski
	Ned Day	Whitney Alexis
	Tony Devlin	Ned Day
	Grant Gowans	Tony Devlin
	Jesse Harder (zoom)	Grant Gowans
	Alana Mero	Jesse Harder
		Alana Mero
		Kurt Wainman
Absent:	Natasha Kulikowski (on Monday, with notice)	
	Kurt Wainman (on Monday, with notice)	
Staff Present:	Grant Hood, Senior Administrative Officer (on Monday, zoom)	
	Michael Trabysh, Assistant Senior Administrative Officer	
	Jenna MacNeil, Council Administrator	
	Chidi Amobi, Director of Finance (on Monday)	
	Rick Campbell, Director of Public Services (on Monday)	
	Jackie Challis, Director of Economic Development and Tourism (on Monday)	
	Cyndy Hammond, Director of Protective Services (on Monday)	
	Lise Saumur, Director of Community Services (on Monday)	
Item # 1	CALL TO ORDER	
	Mayor Wood called both meetings to order at 7:00 PM	
Item # 2	ADOPTION OF THE AGENDA	
	Moved by Deputy Mayor Kulikowski, seconded by Councillor Harder:	
MOTION: 118/06/23	"BE IT RESOLVED THAT Inuvik Town Council hereby adopts the agenda as presented."	
	Motion CARRIED	
Item # 3	DECLARATION OF CONFLICT OF INTEREST OR PECUNIARY INTEREST	
	None	

MINUTES

*Inuvik Town Council Meetings
June 26 and 28, 2023*

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

RCMP Report

S/Sgt. Jesse Aubin presented the report to Council.

Children First Society

Patricia Davison and Candice Layton provided an update on the Center's operations.

Item # 5 **PUBLIC QUESTION PERIOD**

There were no questions from the public

Item # 6 **ADOPTION OF THE MINUTES**

6.1 Minutes of the May 24, 2023, Council Meeting

Moved by Councillor Mero, seconded by Councillor Wainman:

MOTION 119/06/23 BE IT RESOLVED THAT Inuvik Town Council hereby adopts the minutes of the May 24, 2023, Council meeting as presented."

Motion **CARRIED**

Item # 7 **ACTION ITEMS**

7.1 Action Items List

Council noted the document

Item # 8 **NEW BUSINESS**

8.1 RFCD 2023-SAO-055 ~ Appointment of Naming Committee Members

Moved by Councillor Devlin, seconded by Councillor Alexis:

MOTION: 120/06/23 "BE IT RESOLVED THAT Inuvik Town Council hereby appoints Jessi McLeod, Corrine Bullock, and Anna Pingo to the Naming Committee for a two (2) year term expiring on May 31st, 2025."

Motion **CARRIED.**

8.2 RFCD 2023-SAO-056 ~ Appointment of Lottery Committee Members

Moved by Councillor Mero, seconded by Councillor Gowans:

MOTION: 121/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby appoints Bernice Furlong, Melba Mitchell, Elizabeth Gordon, Donovan Arey, Kari Shanks, Allan Lee, Merle Carpenter, Don Fisher, and Nick Saturnino to the Lottery Committee for a two (2) year term expiring on May 31st, 2025.”

Motion **CARRIED.**

8.3 RFCD 2023-SAO-057 ~ Appointment of Aquatics Mascot Naming Committee

Moved by Deputy Mayor Kulikowski, seconded by Councillor Day:

MOTION: 122/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby appoints the following three Council Members Alana Mero, Whitney Alexis, and Tony Devlin to form a review panel to select a Winning Name for the Department Mascot, and further, that Inuvik Town Council hereby approves awarding a one-month pool membership to the person with the winning submission.”

Motion **CARRIED.**

8.4 RFCD 2023-SAO-058 ~ Award Community Plan and Zoning Bylaw Review Update

Moved by Councillor Mero, seconded by Councillor Gowans:

MOTION: 123/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby awards the Community Plan and Zoning By-law Review and Update Tender Contract to Dillon Consulting for the tendered price of \$92,595.00.”

Motion **CARRIED.**

8.5 RFCD 2023-SAO-062 ~ Final Budget Review

Moved by Deputy Mayor Kulikowski, seconded by Councillor Mero:

MOTION: 124/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby approves the Town of Inuvik 2023 Operating and Capital Budget as presented.”

Motion **CARRIED.**

8.6 RFCD 2023-SAO-063 ~ Approval of lifeguard uniform

Moved by Councillor Day, seconded by Councillor Devlin:

MOTION: 125/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby approves the Lifeguard Uniform Design as is.

Motion **CARRIED**.

Item # 9

BY-LAWS9.1 RFCD 2023-SAO-059 ~ By-law 2714/BORR/23 Debenture Borrowing for Utilidors

Moved by Deputy Mayor Kulikowski, seconded by Councillor Mero:

MOTION: 126/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD and FNAL READING to By-law 2714/BORR/23, a by-law to provide for debenture borrowing for utilidor construction and related infrastructure.”

Motion **CARRIED**.

9.2 RFCD 2023-SAO-060 ~ By-law 2715/APP/23 Appoint Senior Administrative Officer

Moved by Councillor Devlin, seconded by Councillor Alexis:

MOTION: 127/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD READING and FINAL READING to By-law 2715/APP/23, a by-law to appoint Michael Trabysh as the Senior Administration Officer.”

Motion **CARRIED**.

9.3 RFCD 2023-SAO-061 ~ By-law 2716/TAX/23 Annual Tax Billing

Moved by Councillor Gowans, seconded by Councillor Mero:

MOTION: 128/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby gives FIRST READING to By-law 2716/TAX/23, the 2023 annual tax billing by-law.”

Motion **CARRIED**.

MINUTES

*Inuvik Town Council Meetings
June 26 and 28, 2023*

Moved by Deputy Mayor Kulikowski, seconded by Councillor Harder:

MOTION: 129/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby gives SECOND READING to By-law 2716/TAX/23, the 2023 annual tax billing by-law.”

Motion **CARRIED**.

Item # 10 **DEPARTMENT HEAD REPORTS**

10.1 Community Services Report

There were no questions, comments, or concerns.

10.2 Capital Projects Report

There were no questions, comments, or concerns.

Moved by Councillor Gowans, seconded by Councillor Harder:

MOTION: 130/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby adopts the following staff reports as presented: Item 10.1 – Community Services Report, and Item 10.2-Capital Projects Report.”

Motion **CARRIED**.

Item # 11 **INFORMATION ITEMS**

11.1 Strategic Priorities Chart

Council noted the document.

11.1 Aurora Research Institute ~ Various Research Projects

Council noted the document(s).

Item # 12 **COUNCIL CONCERNS**

Can be viewed on the corresponding YouTube link.

MINUTES

*Inuvik Town Council Meetings
June 26 and 28, 2023*

Item #13 IN CAMERA ITEMS**13.1 Confidential and Personnel Information - CTV Act, s.23 (3)**

Regular Meeting:

Moved by Deputy Mayor Kulikowski, seconded by Councillor Gowans:

MOTION: 131/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby moves in camera at 7:28 p.m.”

Motion **CARRIED.**

Moved by Councillor Harder, seconded by Councillor Wainman:

MOTION: 132/06/23 “BE IT RESOLVED THAT Inuvik Town Council hereby moves out of camera at 7:41 p.m.”

Motion **CARRIED.**

Item # 14 ADJOURNMENT

The Committee of the Whole meeting adjourned at 8:01 pm.

Moved by Councillor Gowans:

MOTION: 133/06/23 “BE IT RESOLVED THAT the Regular Council meeting adjourns at 7:42 pm.”

Motion **CARRIED.**

MINUTES
TOWN OF INUVIK ~ SPECIAL COUNCIL MEETING
HELD ON JUNE 28, 2023
FOLLOWING THE REGULAR MEETING in COUNCIL CHAMBERS

Present: Wednesday

Mayor: Clarence Wood
 Councillors: Natasha Kulikowski
 Whitney Alexis
 Ned Day
 Tony Devlin
 Grant Gowans
 Jesse Harder
 Alana Mero
 Kurt Wainman

Absent:

Staff Present: Michael Trabysh, Assistant Senior Administrative Officer
 Jenna MacNeil, Council Administrator

Item # 1 **CALL TO ORDER**

Mayor Wood called the meeting to order at 7:53 PM

Item # 2 **ADOPTION OF THE AGENDA**

Moved by Councillor Gowans, seconded by Councillor Alexis:

MOTION: 134/06/23 "BE IT RESOLVED THAT Inuvik Town Council hereby adopts the agenda as presented."

Motion **CARRIED**.

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

Item # 4 **BY-LAWS**

4.1 RFCD 2022-SAO-063 ~ 2022 Annual Tax Levy By-law 2694/TAX/22

Moved by Councillor Gowans, seconded by Councillor Alexis:

MOTION: 135/06/23 "BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD AND FINAL READING to By-law #2709/LND/23, a by-law to dispose of real property by way of sale."

MINUTES*Inuvik Town Council Special Meeting**June 28, 2023*

Motion **CARRIED.**

Item # 5

ADJOURNMENT

Moved by Councillor Day:

MOTION: 136/06/23 “BE IT RESOLVED THAT the Special Council meeting adjourn at 7:55 p.m.”

Motion **CARRIED.**

ACTION ITEMS

July 10 and 12, 2023 COUNCIL MEETING

No.	ITEM	REQUIRED ACTION	ACTION TAKEN / ANTICIPATED COMPLETION DATE
1.	Ski Club Lease	Town has signed lease for property from GNWT. Property survey is required to move forward with land acquisition. See item 3.	
2.	Survey of leased lands	Coordinate the survey of a number of land parcels that are Commissioners Lands that can then be registered with Land Titles and then acquired by the Town.	Comprehensive list of parcels to be constructed and then the surveys can be arranged. This process will be scheduled for 2023 and included in the 2023 fiscal budget. It is anticipated to take 6 months from time of survey to the land being registered and transfer request completed by GNWT and Land Title.
3.	Public notice regarding Revised Land Administration by-law	As required in Section 55 of the CTV act public notice must be given at least 2 weeks prior to 3 rd reading of the by-law. A formal public hearing is not required however but just a mechanism for people to respond should they be affected by the by-law.	Once the Land administration by-law is approved then Administration shall advertise the new by-law making it available to the public and how and who to contact should they be affected by it.

REQUEST FOR COUNCIL DECISION

Meeting Dates: July 10 and 12, 2023

RFCD #: 2023-SAO-064

TOPIC

Summer Council Meeting Schedule

BACKGROUND

In accordance with our published dates for Committee of the Whole and Regular Council meetings, those scheduled for July 24 & 26 as well as August 21 & 23 are shown as optional. It is recommended that these meetings be cancelled as there is typically a reduced number of requests and this allows for easier vacation planning.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

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

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

OPTIONS

Council has three options:

1. Approve the recommendation as presented via motion
2. Defeat the motion
3. Refer the document back to Administration with suggested changes or areas that require further investigation

RECOMMENDATION

Should Council wish to approve cancelling these meetings, the motion should be:

"THAT Inuvik Town Council hereby cancels the Committee of the Whole meetings scheduled for July 24 and August 21, 2023 and the Regular Council meetings scheduled for July 26 and August 23, 2023."

Signature – Grant Hood, SAO



REQUEST FOR COUNCIL DECISION

Meeting Dates: July 10 and 12, 2023

RFCD #: 2023-SAO-065

TOPIC

Land Administration By-law 2708/LND/23

BACKGROUND

The previous Land Administration By-law is from 1995. Administration has reviewed it and found the conditions regarding the buying and selling of Town owned land and the overall administration of Town-owned properties has changed significantly. As a result, a new by-law has been drafted updating it in many ways including the methods of selling properties we own. When the old by-law was drafted, properties (especially residential) were in very short supply and so methods were developed using a lottery system to sell the few remaining ones. With the development of the new areas since then and the current expansion of 58 lots to the residential inventory later this year or early next year some adjustments have been made.

FINANCIAL IMPLICATIONS

There are no specified financial implications, however, it may allow for an easier way for residents to acquire properties from the Town thus providing some additional revenues.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

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

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

This particular by-law has been in the review process for quite some time, including twice with the by-law review committee and considerable work completed by our legal counsel.

It should be noted that once the by-law receives second reading, a process must be taken to inform the public to allow for any comments. This is outlined in Section 55 of the CTV act which reads:

55. (1) A land administration bylaw must provide for the procedures and terms and conditions for making any acquisition, disposition or other activity referred to in subsections 53(1) and 54(1).

(2) Before giving third reading to a land administration bylaw, council shall

(a) give at least two weeks public notice of the proposed land administration bylaw;
and

(b) hear any person claiming to be affected by the bylaw who wishes to be heard.

OPTIONS

Council has three options:

1. Give first and second readings to the attached by-law
2. Defeat the motion
3. Defer the item via motion with direction to Administration on how to proceed

RECOMMENDATION

Should Council wish to approve the by-law as presented, the motions should be:

Motion #1:

"BE IT RESOLVED THAT Inuvik Town Council hereby gives FIRST READING to By-law 2708/LND/23, the Land Administration by-law."

Motion #2:

"BE IT RESOLVED THAT Inuvik Town Council hereby gives SECOND READING to By-law 2708/LND/23, the Land Administration by-law."

Signature – Grant Hood, SAO

A handwritten signature in black ink, appearing to read 'G. Hood', is written over a faint, circular official stamp.

BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO REGULATE LAND ADMINISTRATION IN THE TOWN OF INUVIK

WHEREAS the Town is authorized to purchase, sell, lease, or otherwise acquire and dispose of real property;

AND WHEREAS the Cities, Towns and Villages Act requires the Town to adopt a Land Administration By-law to provide for policy and procedures relating to the acquisition, holding and disposal of real property;

NOW THEREFORE the Council of the Municipal Corporation of the Town of Inuvik, in regular session, duly assembled, hereby enacts as follows:

TITLE

1. This By-law may be cited as “The Land Administration By-law”.

DEFINITIONS

2. In this By-law:
- (a) “Acquisition of Land” means the purchase, lease or other means of acquiring land;
 - (b) “Town” means the Municipal Corporation of the Town of Inuvik which is represented by the Senior Administrative Officer or their designate, except when decisions of Council are required;
 - (c) “Council” means the Council of the of the Municipal Corporation of the Town of Inuvik;
 - (d) “Developed Land” means land in which the necessary municipal infrastructure has been placed to allow improvements to be built or installed thereon;
 - (e) “Development Costs” means the Town’s direct and indirect costs of developing a lot or another specific area of land for disposition to the public, and which may include:
 - (i) land acquisition;
 - (ii) fees for appraisal, legal services, surveying, planning and engineering designs and project management;
 - (iii) land excavation and filling;
 - (iv) roads, lanes, parking areas, curbs, sidewalks, walkways, boulevards and all necessary appurtenances to Town standards
 - (v) water, sanitary and storm sewer systems, including service connections and all necessary appurtenances to Town standards;
 - (vi) electrical transmission systems, including all necessary appurtenances;
 - (vii) parks and recreational improvements; ~~and,~~
 - (viii) financing charges including interest; and.
 - (ix) natural gas;and which may be increased or reduced by up to 25% for site-specific factors. The amounts of capital grants or contributions from the Government of the Northwest Territories for the development of the land shall be deducted from the Town’s costs in determining Development Costs.
 - (f) “Disposal of Land” means the sale, lease or other means of disposing of land but does not include any activities otherwise exempted by this by-law

- (g) “Granular Material” means any Natural Resource ~~defined~~defined as sand, black dirt, rock and clay.
- (h) “Land” means real property or an interest therein, other than an easement or restrictive covenant;
- (i) “Lot” means a specific area of land, the boundaries of which are:
 - (j) shown on a plan registered at the NWT Land Titles Office; ~~or~~
 - (ii) described in a certificate of title registered at the NWT Land Titles Office;
- (i) “Market Value” means the value of land based on the amount that a willing buyer would pay to a willing seller. This value shall be determined by a professionally qualified land appraiser or by public tender;
- (k) “Minister” means the Minister of Municipal and Community Affairs;
- (l) “Municipal Infrastructure” means those facilities or amenities normally put in place on developed or undeveloped lands to allow improvements to be built or install and which may include all or one of the following:
 - (i) roads, lanes, parking areas, curbs, sidewalks, walkways, boulevards and all necessary appurtenances;
 - (ii) water, sanitary and storm sewer systems, including service connections and all necessary appurtenances;
 - (iii) electrical transmission systems, including all necessary appurtenances;
 - (iv) parks and recreational improvements;
 - (v) land required for, or in connection with, any of the facilities described in 2 (k) of this by-law, or any other facilities deemed to be required by Council;
 - (vi) natural gas;
- (m) “Off-site Levy” means a surcharge levied by the Town pursuant to section 8 against the purchaser of land from the Town or against a tenant leasing land from the Town;
- (n) “Quarry” means any work or undertaking in which granular materials are removed from the ground or the land by any method, and includes all ways, works, machinery, plant, buildings and premises belonging to or used in connection with the quarry;
- (o) “Site-specific Factors” means factors which may be used, where applicable, in adding to or subtracting from the cost of developed land and which may consist of:
 - (i) the size of the parcel;
 - (ii) the site conditions;
 - (iii) the desirability of location;
 - (iv) the existing adjacent land uses; and
 - (v) the land’s zoning.
- (p) “Town Standard” means any Standard approved and/or used by the Town for the purpose of Development. These standards many include, but are not limited to standards for roads, sidewalks, parks, and recreational improvements, water and sewer infrastructure, landscaping, curbing, gutters, etc.
- (q) “Undeveloped Land” means land which does not have the municipal infrastructure necessary to use land for its intended purpose.

[ML(-21):
formatting error
here that we
can't seem to
fix. "]" needs to
be part of the
list.

APPLICATION

- 3. (a) Except as expressly provided herein or otherwise authorized by the Minister, this by-law will apply to all acquisitions, sales, leases, or other dispositions of land by the Town.

- (b) This by-law shall not apply to month-to-month tenancies or leases having terms of less than three (3) years.
- (c) This by-law shall not apply to assignments of existing leases of Town lands.
- (d) Neither the Town nor any authorized representative of the Town shall make or enter into any offer, agreement or other arrangement for the purchase, sale, lease or other disposition of land except in accordance with this by-law.
- ~~(e)~~
- ~~(f)~~ (e) This by-law shall not apply to easement agreements for the purpose of public utility uses and structures as defined in the zoning by-law or for the purpose of site servicing.

REQUEST FOR LAND WITHIN THE MUNICIPAL BOUNDARY

~~Request~~ A request for acquisition of land shall:

- a) Be made using the form specified by the Town, as amended from time to time: and
- b) Include such information necessary or appropriate to consider the request, including but not limited to a sketch delineating the area to be acquired and any development proposal.

ACQUISITION BY THE TOWN

- (a) The Town shall acquire Head Leases or Title, as applicable, on all Commissioner's or Crown Land required for municipal purposes.
- (b) The Town may acquire fee simple or leasehold interest in any real property which is required for municipal purposes.
- (c) The acquisition of land by purchase, lease or other means from another party by the Town shall be authorized by by-law.
- (d) A by-law for the purchase or lease of land shall include the legal description of the land to be acquired, or, in the case of a lease of unsurveyed lands, a description of the parcel and sketch sufficient to identify the property to be leased.
- (e) The Town may acquire real property by expropriation pursuant to the provision of the *Expropriation Act* and *Community Planning and Development Act*, and through the tax recovery process in accordance with the *Property Assessment and Taxation Act*.
- (f) The acquisition of real property shall be by by-law in accordance with this By-law and the *Cities Towns and Villages Act*.
- (g) Council may amend any terms of agreement for the sale, lease or other disposition of land by resolution except the legal description of the land affected, which may be amended only by by-law.

[ML(-22):
clause (c) and
(f) appear to say
the same thing;
recommend
combining the
two.

DISPOSAL BY THE TOWN

- (a) The Town may dispose of fee simple or leasehold interest in any real property where the land is not required for municipal purposes, and where the intended land use is in accordance with the Town's General Plan, and Zoning By-law, or any other relevant by-laws, plans and studies. Where applicable, adjacent property owners (i.e. those sharing common property lines) may be given first refusal to lease or purchase such lands.
- (b) Where land is to be offered for sale, lease or other disposition without a specific intended purchaser or lessee, the by-law authorizing the sale, lease or other disposition of the land shall:
 - i. include a legal description of the land;
 - ii. state whether the land shall be offered for sale, lease or other disposal by ballot draw, public tender, call for development proposal or, in the case of

- land which has been previously advertised unsuccessfully, on a first come first serve basis; and
- iii. specify the form of agreement to be used if applicable; and state the minimum acceptable purchase price or lease payment if applicable.
- (c) The disposal of fee simple or leasehold interest in any real property shall be in accordance with this By-law and the *Cities, Towns and Villages Act*.
- (d) Prior to the Town authorizing the sale or lease of property to a business, corporation or society, the society must provide proof of being in good standing in accordance with the provisions of the *N.W.T. Societies Act* or other relevant Act, by-law or policy. **[NTD: this only specifies that a society has to provide good standing, what about the corporation or business?]**
- (e) Where the Town disposes real property to a tax-exempt institution, another order of government or a non-profit organization, the Town may require the purchaser or lessee to enter into an agreement which gives the Town the right of first refusal to reacquire the land and any improvements placed thereon should the purchaser or lessee cease to operate or no longer require the property for its intended purpose.
- (f) Real property disposals by the Town will be subject to the terms and conditions of a Purchase or Lease Agreement.
- (g) Real property may be leased where it is not available in fee simple title to the Town, or where there is benefit to the Town in retaining real property for public purposes.
- (h) All lease agreements shall incorporate clauses relative to remediation of potential environmental damage, including the requirements for remediation, at the lessee's expense, and the lessee shall be required to deposit security with the Town in the form of a bond or irrevocable letter of credit to the noted remediation requirements.
- (i) Disposition of land in fee simple or leasehold interest shall be authorized by by-law. Subject to provisions of this By-law, all land disposal by-laws shall state the method by which land shall be disposed of, pursuant to this By-law.
- (j) Where land is to be sold, leased or otherwise disposed of to a specific intended purchaser or lessee, the by-law authorizing the sale, lease or other disposition of the land shall:
- ~~(k)~~
- (i) include a legal description of the land or, in the case of a lease of unsurveyed lands, a description of the parcel and a sketch sufficient to identify the property to be leased; and
- (ii) specify the form of agreement to be used if applicable.
6. ~~Council~~ shall not authorize the lease, sale or other disposition of lands owned by the Town unless:
- (a) it has been established that the Town has legal title to the interest to be conveyed in the land;
- (b) an inspection of the lands has been conducted to determine:
- (i) whether the lands are occupied;
- (ii) if there are any improvements on the land which do not belong to the Town;
- (iii) if there are any easements affecting the land; and
- (iv) whether any other circumstances exist which may prevent or delay the proposed disposal of the land.

[.3]: In the YK bylaw, there is a clause relating to public liability insurance for businesses, corporations, or societies who acquire a leasehold interest. It may not be relevant to the Town's bylaw and its absence may be intentional but thought we'd flag that it was missing.

[.4]: Numbering on these sections was missed. There needs to be a s. 4 and 5 added above somewhere as it jumps from "3" to "6".

OFF-SITE LEVIES

7. The Town may levy charges against land being developed, whether by the Town or by a private developer, to pay for all or part of the capital costs of any municipal infrastructure which is located outside the boundaries of the land being developed, but which is of direct (but not exclusive) benefit to the land being developed, including, but not limited to:
- (a) new or expanded facilities for the storage, transmission, treatment or supply of water;
 - (b) new or expanded facilities for the transmission, treatment or disposal of sewage;
 - (c) new or expanded storm sewer drainage facilities;
 - (d) new or expanded roadways and sidewalks; and
 - (e) land required for, or in connection with, any of the facilities described in 7 (a), 7 (b), 7 (c) and 7 (d).
8. The Town may designate by by-law areas of the Town in which off-site levies shall be levied. The amount of the off-site levy may be a fixed amount payable for each lot or may be an amount per unit based on some measurable criteria such as frontage, area or fair market value of a lot.
9. In determining the amount to be raised by off-site levies for municipal infrastructure, the Town shall deduct the amount of any capital grants received from the territorial or federal governments for completion of any portion of the municipal infrastructure for which the off-site levy is being made.
10. Off-site levies shall be paid in full before a development permit is issued for any improvement on a parcel of land that is subject to off-site levies.
11. All off-site levy revenues shall be deposited in a separate account to be used for the purpose for which the levy was made.

ESTABLISHING THE PRICE OF LAND

12. The price of previously developed land to be disposed of by the Town shall be:
- (a) the greater of the fair market value (including improvements) or the replacement cost of the land and improvements; or
 - (b) at a price determined by assessed value of land (including improvements) plus a percentage factor, determined by Council, which would be designated to approximate (a) above.
13. The price of newly developed land to be disposed of by the Town shall be calculated based on development costs, off-site levies and the allowance, if any, to be added or subtracted for site-specific factors AND upon due consideration of the market value (including off-site levies) of the land.
14. All development costs and off-site levies for newly developed land shall be recovered unless the Town is unable to dispose of the land within a reasonable period of time, as determined by Council and an application to the Minister to sell land below cost, is approved.
15. The annual lease rate for land leased by the Town shall:
- (i) not burden other rate payers; and
 - (ii) not exceed the value of capital requirements as determined by fair market value or the replacement cost of the land and improvements; and
 - (iii) in any event, not exceed 10% of the price of the lot.
 - (iv) Notwithstanding Section 7 (a), Council may, at its sole discretion, dispose of land below the appraised value or development costs where it is deemed to support economic development or re-vitalization of a neighbourhood.

[.5]: This clause is identical to the YK bylaw - the reference to Section 7(a) - which is in the YK bylaw - relates to determining the price of land - does not make sense here, since 7(a) of this document relates to levies against land for expansion of water treatment and transmission facilities. There does not seem to be a strict equivalent in this document to 7(a) of the YK bylaw. You will need to remove the reference or revise.

TERMS AND CONDITIONS OF LAND DISPOSAL BY THE TOWN

16. Except as expressly provided herein, before disposing of any particular parcel of land, the Town shall conduct a ballot draw, public tender, or call for development

- proposal in accordance with this by-law offering the property for sale, lease or other disposition, as the case may be. If no offers are received for the purchase of the property as a result of the ballot draw, public tender or call for development proposal, or, if in the opinion of Council, the price offered or other conditions of any offer received are unacceptable, the Town may dispose of the land by any means, including on a first come first serve basis, subject always to the terms of this by-law.
17. The provision of Section 16 shall not apply to the disposal of land:
- (a) to the Federal Government or the Territorial Government;
 - (b) to be used for the installation of electric power, telephone or other communication utilities, if the utility company is a Crown corporation or government regulated monopoly;
 - (c) to be consolidated with adjoining land when the land being disposed of does not comply with the minimum lot size requirements as the Town's Zoning By-law;
 - (d) to a person or persons with a leasehold interest who wish to purchase the freehold interest in the same land; ~~or~~
 - (e) to an assignment of an existing lease; or
 - (f) disposing of land to a specific intended purchaser or ~~leasee~~ lessee.
18. Purchasers of single residential lots from the Town shall have priority over those acquiring more than one lot, except when lots are required by:
- (a) the Federal Government or Territorial Government;
 - (b) Housing NWT; or
 - (c) the Canada Mortgage and Housing Corporation.
19. All offers to the Town and all agreements or other arrangements with the Town for the purchase of Town land shall be in writing and in a format which is acceptable to the Town. Any application for the purchase of Town land shall indicate the applicant's proposed use of the land and, in the case of vacant land, the improvements to be constructed or placed by the applicant on the land.
20. A person leasing land from the Town shall be required to enter into a lease substantially in the form ~~of Appendix "F" subject to such modifications as the circumstances may require~~ as approved by Council
21. If a private developer wishes to purchase undeveloped land from the Town and to build or install municipal infrastructure to develop the land, then, before approving the disposal to the private developer, the Town shall:
- (a) have first obtained a cost estimate establishing that the private developer will be able to develop and sell lots at a lower cost than the price the Town would be required to charge under this policy;
 - (b) require the developer to provide a letter from a financial institution confirming that the developer has sufficient financial resources to complete the development of the subject land;
 - (c) require the developer to enter into an agreement with the Town requiring the developer to dispose of vacant land by way of ballot draw, tender or proposal call, unless a building has been constructed or installed on the land and the building is sold with the land;
 - (d) specify by agreement with the developer any requirements for the development of the land pursuant to Section 37 of the Planning Act, R.S.N.W.T. 1988, c. P-7, including any restrictions on the use of the lands;
 - (e) transfer title to the developer, subject to a caveat to ensure compliance with subsections 22 (c) and 22 (d) if applicable; and
 - (f) require that the development of the municipal infrastructure be completed within a reasonable period of time to ensure an adequate supply of serviced land is maintained in the Town.

PUBLIC NOTICE OF THE DISPOSAL OF TOWN OWNED LAND

22. Before disposing of any land to the public, the Town shall provide public notice either:

TOWN OF INUVIK
BY-LAW #XXXX/LND/23

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- (a) by advertising the availability of the land in two consecutive issues of a newspaper having circulation in the town; or,
 - (b) by posting a notice in six prominent places within the municipal boundaries of the town; ~~and~~ and
 - (c) on the ~~town~~ Town's website.
- 23. Each advertisement or notice shall include:
 - (a) a sketch, drawn to scale, identifying the size and location of the land;
 - (b) the legal description, if any;
 - (c) the minimum purchase price acceptable, if applicable;
 - (d) the process by which the disposal of land shall occur; and
 - (e) the location and time at which applicants for the land may participate in the process; and
 - (f) results of inspection by the Town as outlined in Section 6 (b) of this by-law.
- 24. Subject to section 26, land which has been advertised or posted but not sold, leased or otherwise disposed of in response to such advertisement or notice may thereafter be disposed of on a first come first serve basis without further advertisement or notice.
- 25. The Town shall readvertise or post a new notice advising of the availability of land in accordance with section 23 before disposing of that land:
 - (a) if that land has been rezoned or subdivided since it was first advertised or posted as available for disposition, even if the subdivision or rezoning was at the request of a specific person;
 - (b) if an application was made for the acquisition of the land but was withdrawn by the applicant after acceptance by the Town; or
 - (c) if any Lease or Agreement for Sale granted in response to the first advertisement or notice is terminated before the construction of any improvements on the land.

LAND SALE CATALOGUE

26. A catalogue of all land which has been approved by disposal by Town By-law shall be maintained. The information in the catalogue shall include:
- (a) a sketch, drawn to scale, identifying the size and location of the land;
 - (b) the full legal description, if any;
 - (c) the price of the land;
 - (d) conditions of disposal; and
 - (e) a record of pending disposals.
27. The catalogue shall be open for inspection by the public at the Town Office during normal business hours.

QUARRY MANAGEMENT

28. (a) The Town shall manage quarries in accordance with the statutes of the Governments of the Northwest Territories and Canada.
- (b) The acquisition and disposal of land for quarry purposes shall be subject to the requirements of this by-law.
- (d) Subject to authorization by by-law, the Town may apply for quarry permits and land use permits from senior governments for quarry purposes, and issue quarry permits to other parties.
- (e) Any agreement executed by the Town to lease or sell land for quarry purposes shall require the purchaser or lessee from the Town to restore the land at his or her own expense in accordance with the policies and guidelines established by the Government of the Northwest Territories and any other requirements of the Town.
- (f) Before executing a lease agreement or transfer for quarry lands, the Town shall require the lessee or purchaser to deliver and deposit security with the Town to ensure complete restoration of the site. The terms and amount of this security shall be determined by Council. This security shall consist of cash or an Irrevocable Letter of Credit issued by a Chartered Bank or a Surety Company.

BY-LAW ADMINISTRATION

29. Council may by resolution adopt standard forms of agreement for the acquisition or disposal of land and may authorize administration to make such minor amendments to any such standard form agreement as may be necessary to adapt the agreement to the requirements of any particular transaction.

30. ~~The following appendices shall form part of this by-law:~~

- ~~Appendix A — By-law authorizing acquisition of leasehold estate~~
- ~~Appendix B — By-law authorizing acquisition of Fee Simple estate~~
- ~~Appendix C — By-law authorizing execution of leasehold estate~~
- ~~Appendix D — By-law authorizing sale of Fee Simple estate~~
- ~~Appendix E — Agreement for sale of Land to individual purchaser~~
- ~~Appendix F — Lease for Land only or Land and/or Building~~
- ~~Appendix G — Assignment of Lease~~

All agreements for the acquisition or disposition of land made pursuant to this by-law shall ~~conform to be~~ substantially in the ~~applicable precedent~~ form ~~of agreement~~ subject to such modifications as the circumstances may require and as approved by Council ~~may approve.~~

31. The fees, procedures and agreements required for the administration of this by-law shall be as determined from time to time by resolution of Council.

REPEALS

32. The following by-law is hereby repealed: 95-1369.

EFFECT

This by-law comes into effect on the date of its final passing, subject to the approval of the Minister of Municipal and Community Affairs.

READ A FIRST TIME THIS __ DAY OF _____, 2023.

READ A SECOND TIME THIS __ DAY OF __, 2023.

SENIOR ADMINISTRATIVE OFFICER

READ A THIRD TIME AND FINALLY PASSED WITH THE CONSENT OF MEMBERS PRESENT THIS __ DAY OF , 2023.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

~~TOWN OF INUVIK~~ ~~APPENDIX “A”~~
~~BY-LAW #~~

~~BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN-~~
~~THE NORTHWEST TERRITORIES TO ACQUIRE REAL PROPERTY BY WAY OF LEASE~~

~~WHEREAS~~ ~~pursuant~~ ~~to~~ ~~the~~ ~~Cities,~~ ~~Towns~~ ~~and~~ ~~Villages~~ ~~Act,~~
~~by-laws may be passed to acquire real property; and~~

~~AND WHEREAS~~ it is deemed necessary and in the public interest that the Municipal Corporation of the Town of Inuvik in the Northwest Territories acquire the land described hereunder for the orderly development of property;

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

1. ~~The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Municipal Corporation of the Town of Inuvik in the Northwest Territories to acquire from the Commissioner of the Northwest Territories for the sum of \$_____ dollars per annum the land described hereunder by way of a Lease:~~

~~The whole of Lot (—) Block (—) in the Town of Inuvik in the Northwest Territories according to a Plan of Survey in the Land Titles Office under Number (—) upon the following terms and conditions:~~

2. ~~This by law shall come into effect upon the day of final passing thereof.~~

~~READ A FIRST TIME THIS _____ DAY OF _____, _____
A.D.~~

~~READ A SECOND TIME THIS _____ DAY OF _____, _____
A.D.~~

~~READ A THIRD TIME AND PASSED WITH THE CONSENT OF THE MEMBERS OF COUNCIL PRESENT TIME THIS _____ DAY OF _____, _____
A.D.~~

MAYOR

SENIOR ADMINISTRATIVE OFFICER

~~BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO ACQUIRE REAL PROPERTY BY WAY OF PURCHASE~~

~~WHEREAS~~ pursuant to the Cities, Towns and Villages Act, by laws may be passed to acquire real property; and

~~AND WHEREAS~~ it is deemed necessary and in the public interest that the Municipal Corporation of the Town of Inuvik in the Northwest Territories acquire the land described hereunder for the orderly development of property;

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

3. ~~The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Municipal Corporation of the Town of Inuvik in the Northwest Territories to acquire from [NAME OF VENDOR] for the sum of \$_____ dollars the land described hereunder:~~

~~The whole of Lot (—) Block (—) in the Town of Inuvik in the Northwest Territories according to a Plan of Survey in the Land Titles Office under Number (—) upon the following terms and conditions:~~

4. ~~This by law shall come into effect upon the day of final passing thereof.~~

~~READ A FIRST TIME THIS _____ DAY OF _____, _____ A.D.~~

~~READ A SECOND TIME THIS _____ DAY OF _____, _____ A.D.~~

~~READ A THIRD TIME AND PASSED WITH THE CONSENT OF THE MEMBERS OF COUNCIL PRESENT TIME THIS _____ DAY OF _____, _____ A.D.~~

MAYOR

SENIOR ADMINISTRATIVE OFFICER

~~BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO DISPOSE OF REAL PROPERTY BY WAY OF LEASE~~

~~WHEREAS~~ pursuant to the Cities, Towns and Villages Act, by-laws may be passed to dispose of real property; and

~~AND WHEREAS~~ the land is not required for municipal purposes;

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

5. ~~The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Municipal Corporation of the Town of Inuvik in the Northwest Territories to lease to [NAME] of the Town of Inuvik in the Northwest Territories for the sum of \$_____ dollars per annum the land described hereunder:~~

~~The whole of Lot () Block () in the Town of Inuvik in the Northwest Territories according to a Plan of Survey in the Land Titles Office under Number () upon the following terms and conditions:~~

6. ~~This by law shall come into effect upon the day of final passing thereof.~~

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

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

~~READ A THIRD TIME AND PASSED WITH THE CONSENT OF THE MEMBERS OF COUNCIL PRESENT TIME THIS ____ DAY OF _____, _____ A.D.~~

MAYOR _____

SENIOR ADMINISTRATIVE OFFICER _____

BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO DISPOSE OF REAL PROPERTY BY WAY OF SALE

WHEREAS pursuant to the Cities, Towns and Villages Act, by-laws may be passed to dispose of real property; and

AND WHEREAS the land is not required for municipal purposes;

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

7. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Municipal Corporation of the Town of Inuvik in the Northwest Territories to sell to [NAME] of the Town of Inuvik in the Northwest Territories for the sum of \$ dollars the land described hereunder:

The whole of Lot () Block () in the Town of Inuvik in the Northwest Territories according to a Plan of Survey in the Land Titles Office under Number () upon the following terms and conditions:

8. This by law shall come into effect upon the day of final passing thereof.

READ A FIRST TIME THIS DAY OF ,
A.D.

READ A SECOND TIME THIS DAY OF ,
A.D.

READ A THIRD TIME AND PASSED WITH THE CONSENT OF THE MEMBERS OF COUNCIL PRESENT TIME THIS DAY OF ,
A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

APPENDIX “E” – Page 1

~~THIS AGREEMENT MADE~~ in duplicate this _____ day of _____, _____.

~~BETWEEN:~~

~~THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK, a body corporate incorporated under the Municipal Act (hereinafter referred to as “the Vendor”)~~

~~OF THE FIRST PART~~

~~—and—~~

~~(hereinafter referred to as “the Purchaser”)~~

~~OF THE SECOND PART~~

~~WHEREAS the Vendor is or is entitled to be registered as owner of an estate in fee simple and is in possession of the following lands:~~

~~(hereinafter referred to as “the lands”)~~

~~AND WHEREAS the Vendor has agreed to sell and convey the lands to the Purchaser;~~

~~AND WHEREAS the Purchaser has agreed to purchase the lands and to observe and perform the conditions, stipulations, covenants and agreements hereinafter set forth;~~

~~AND WHEREAS the sale of the lands has been lawfully authorized under By-law # _____ of the Vendor and passed the _____ day of _____;~~

~~NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the conditions, stipulations, covenants and agreements hereinafter set forth and the payments to be made by the Purchaser to the Vendor, the parties hereto covenant and agree as follows:~~

- ~~1. The Vendor agrees to sell and convey to the Purchaser the Vendor’s estate, right and title to the lands.~~
- ~~2. The total purchase price payable by the Purchaser to the Vendor is the sum of (\$ _____) dollars of lawful money of Canada, receipt of which is hereby acknowledged by the Vendor.~~
- ~~3. The Vendor covenants and agrees that upon payment in full of the purchase price in accordance with paragraph 2 hereof (hereinafter referred to as “the completion date”) to deliver to the Purchaser a registerable transfer of the Vendor’s estate, right and title to the lands, together with all necessary by-laws and documents of title, to enable the Purchaser to be registered as owner of the land. All costs and expenses relating to the transfer of the lands to the Purchaser, including registration costs, shall be the responsibility of the Purchaser.~~
- ~~4. It is understood and agreed by the Purchaser that the Purchaser shall not be entitled to possession of the lands prior to the completion date.~~

APPENDIX "E" – Page 2

- ~~5. The Purchaser covenants and agrees with the Vendor to have commenced construction of a building on the lands not later than twelve (12) months from the completion date and to have progressed, to the satisfaction of the Vendor, not later than eighteen (18) months from the completion date, in the said construction to the extent that, in the opinion of the Vendor, seventy five percent (75%) of the value of the work necessary to complete said construction has been performed. For the purposes of this paragraph the parties hereto agree that seventy five percent (75%) of the value of the work necessary to complete constructions of the building shall be defined as completion of the roof, walls, foundations, doors, windows and fixtures such that the building is fit for habitation.~~
- ~~6. The Vendor agrees that in the event the Purchaser is unable to complete construction of a building on the lands within the time limit specified in paragraph five (5) hereof, the Purchaser may apply to the Council of the Vendor for an extension of said time limit and the Council of the Vendor, after consideration of the circumstances disclosed in the Purchaser's application, may, in its sole discretion, grant or deny the Purchaser's application.~~
- ~~7. The Purchaser agrees to submit to the Vendor all such plans, descriptions and specifications as may be required by the Vendor to consider the nature, external appearance or value of any building, structure or improvement to be constructed or made upon or to the lands and the Purchaser covenants and agrees not to do, omit or permit any work to be done upon the lands unless such work complies with all zoning, building, safety or fire regulations in force from time to time.~~
- ~~8. The Purchaser further agrees that the development of the lands and construction of any building, structure or improvement on the lands shall be in accordance with all permits and other requirements in force from time to time and that such development and construction shall proceed without interruption save as unavoidable due to extreme weather conditions, acts of God or any labour stoppage beyond the control of the Purchaser, its agents, employees, contractors or subcontractors, or any of them at work upon the lands.~~
- ~~9. The Purchaser further agrees not to subdivide the lands without the prior approval of the Vendor and, if such approval is granted, to subdivide in accordance with such conditions as may be stipulated by the Vendor.~~
- ~~10. The Purchaser further agrees to preserve and maintain any features and natural growths upon the lands in such locations and in such condition as may be specified in writing from time to time by the Vendor.~~
- ~~11. The Purchaser further agrees, at the Purchaser's expense, to maintain the access driveway from the driving surface of the Town road to the boundary of the lands.~~
- ~~12. The Purchaser further agrees, if requested to do so by the Vendor, to grant the Vendor an easement for the purposes of entering upon and constructing, maintaining, inspecting, altering and repairing power lines, power poles, telephone lines and sewer and water lines and utilidors through, under or over the lands and to execute such documents as may be required by the Vendor in connection with the granting of said easement.~~
- ~~13. The Purchaser covenants and agrees that in the event the Purchaser has not commenced or completed construction of a building on the lands in accordance with paragraph five (5) hereof, or such extension as may be granted to the Purchaser pursuant to paragraph six (6) hereof, the Purchaser shall permit the Vendor to re-enter and take possession of the lands, together with all buildings, structures, fixtures or other improvements thereon and all building materials, supplies and equipment thereon and to use the same or dispose thereof as the Vendor's own property, subject only to claims and rights of parties other than the Purchaser. The Purchaser further covenants and agrees on the completion date to provide to the Vendor a registerable transfer of the lands, together with all other documentation in the possession of the Purchaser evidencing title to the lands to be in the name of the Purchaser, such transfer and other documentation to be held by the Vendor, pending completion or non-completion of the Purchaser's obligation pursuant to paragraph five (5) hereof and upon completion to be returned by the Vendor to the~~

TOWN OF INUVIK
BY-LAW #XXXX/LND/23

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~~Purchaser and failing completion to be dealt with by the Vendor as hereinafter set forth.~~

APPENDIX "E" – Page 3

~~14. The Purchaser covenants and agrees that in the event the Purchaser fails to complete the Purchaser's obligations pursuant to paragraph five (5) hereof, the Vendor shall be entitled to cause the transfer provided to the Vendor pursuant to paragraph thirteen (13) hereof to be registered and, in such event, the only obligation of the Vendor to the Purchaser shall be to pay to the Purchaser a sum equal to ninety percent (90%) of the purchase price paid by the Purchaser to the Vendor pursuant to paragraph two (2) hereof but in no case shall the portion to be retained by the Vendor be less than ONE THOUSAND DOLLARS (\$1,000.00). The Purchaser further covenants and agrees that the Vendor shall be entitled to deduct from any monies payable to the Purchaser pursuant to this paragraph the following sums:~~

- ~~(a) a sum sufficient to pay out and receive a discharge of all mortgages, charges, liens and encumbrances registered against the lands or any buildings, structures, improvements and fixtures on the lands, including all legal costs, on a solicitor-client basis, incurred by the Vendor in connection therewith;~~
- ~~(b) a sum sufficient to pay all unpaid municipal taxes, local improvement rates and charges and sewer and water connection charges or service charges; and~~
- ~~(c) a sum sufficient to pay the legal costs, on a solicitor-client basis, incurred by the Vendor in having the lands reconveyed to the Vendor.~~

~~It is understood and agreed by the Purchaser that this paragraph shall not be construed as limiting the damages which the Vendor may claim from the Purchaser.~~

~~15. The Vendor covenants and agrees that the Vendor shall not exercise its right pursuant to paragraph fourteen (14) hereof without first giving the Purchaser thirty days (30) written notice of its intention to exercise such rights.~~

~~16. The Purchaser covenants and agrees not to assign the Purchaser's interest under this Agreement without the written permission of the Vendor.~~

~~17. The Purchaser covenants and agrees to indemnify and save harmless the Vendor in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Vendor shall or may become liable or suffer by reason of any breach or non-performance by the Purchaser of any condition, stipulation, covenant or agreement of this Agreement.~~

~~18. It is agreed to between the parties hereto that any excusing, condoning or overlooking by the Vendor of any default, breach or non-observance by the Purchaser at any time of any condition, stipulation, covenant or agreement in this Agreement shall not operate as a waiver of the Vendor's rights hereunder in respect of any subsequent default, breach or non-observance and shall not defeat or affect the Vendor's rights in respect of such subsequent default, breach or non-observance.~~

~~19. It is agreed between the parties hereto that nothing herein contained shall preclude the Vendor from resorting to any remedy provided by law in respect of any breach hereof or any right, interest or claim of the Vendor hereunder.~~

~~20. The Purchaser agrees that this Agreement may be registered against title to the lands by way of Caveat at the Land Titles Office at the City of Yellowknife in the Northwest Territories.~~

~~21. The parties hereto agree that in reading and construing this Agreement the word "Purchaser" and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular number if there be more than one Purchaser named, and in such case the conditions, stipulations, covenants and agreements shall be deemed to bind the Purchaser severally as well as jointly; AND that the masculine gender shall include the feminine or body corporate where the context or the parties hereto require.~~

~~22.—The parties hereto agree that any notice to be given hereunder shall be deemed to be well, sufficiently and duly given personally by the Vendor to the Purchaser or the Purchaser to the Vendor or if sent prepaid, registered or certified mail as follows:~~

~~Senior Administrative Officer
Town of Inuvik
Box 1160
Inuvik, NWT
X0E 0T0~~

~~To the Purchaser addressed to it at:~~

~~Any notice mailed shall be deemed to have been given and received on the third day following the day of mailing of the same.~~

~~23. Time is of the essence of this Agreement.~~

~~24. The parties hereto agree that this Agreement shall ensure to the benefit and be binding on the successors and assigns, in the case of the Vendor, and the heirs, executors, administrators, successors and assigns, in the case of the Purchaser.~~

~~IN WITNESS WHEREOF, the Agreement has been duly executed by the parties hereto on the date and year first above written.~~

~~The Corporate Seal of the Municipal Corporation of the Town of Inuvik has hereunto been affixed in the presence of its proper officers in that behalf.~~

Per: _____
Mayor

Per: _____
Senior Administrative Officer

SIGNED, SEALED AND DELIVERED _____)
In the presence of _____)
 _____)
 _____)
 _____)
 _____)
 _____)
 _____)
Witness to the signature of the Purchaser(s) _____)

~~The Corporate Seal of the above Purchaser was hereunto affixed in the presence of us, the proper officers duly authorized in that behalf.~~

Per: _____

Per: _____

APPENDIX “F” – Page 1

~~THIS LEASE made this _____ day of _____, _____.~~

~~BETWEEN:~~

~~THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK
A body corporate incorporated under The Municipal Act~~

~~(hereinafter called “the Landlord”)~~

~~OF THE FIRST PART~~

~~–and–~~

~~(hereinafter called “the Tenant”)~~

~~OF THE SECOND PART~~

~~WITNESSETH:~~

~~WHEREAS:~~

~~1. The Landlord is the registered owner of the following lands:~~

~~(hereinafter called “the premises”)~~

~~2. The Tenant desires to rent the premises from the Landlord.~~

~~NOW THEREFORE:~~

~~**A. DEMISE**~~

~~1. In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby leases the premises to the Tenant.~~

~~**B. TERM**~~

~~1. To hold the premises for a term of _____ () years from the _____ day of _____, _____ to the _____ day of _____, _____.~~

~~**C. RENTS TO BE PAID**~~

~~1. Paying therefore to the Landlord as rent during the term hereof in lawful money of Canada without deduction, set off or abatement, except as herein expressly provided:~~

~~(a) An annual rent of \$ _____ to be paid in advance commencing on the _____ day of _____, _____ and on the _____ day of _____ in each year thereafter; or~~

~~(b) An annual rent equal to _____ % of the assessed value of the premises and any improvements constructed thereof as determined from year to year during the term hereof by the Government of the Northwest Territories, Department of Local Government, Assessment Division or any other person, firm or corporation responsible for the assessment of lands and improvements thereof for the Town of Inuvik,~~

~~said rent to be paid within 10 days after receipt of notice of the amount payable in accordance herewith having been given by the Landlord.~~

~~APPENDIX "F"—Page 2~~

~~D. — TENANT'S COVENANTS~~

~~The Tenant covenants with the Landlord as follows:~~

- ~~1. — To pay rent and other charges — to pay the rents hereby reserved without any deduction, abatement or set off whatsoever and all charges for fuel, heat, electricity, water and sewage and all telephone charges, whether for installation, service or otherwise.~~
- ~~2. — Taxes — to pay or cause to be paid as when they fall due all municipal and other real property taxes and rates, including local improvements, assessment against the premises and all taxes, rates, charges, fees, duties and assessments whatsoever, whether municipal, parliamentary, territorial or otherwise, now or hereafter charged upon, levied or imposed in respect of any personal property, fixtures, building improvements, business or income of the Tenant or any activity carried on, upon or in connection with the premises.~~
- ~~3. — Condition of premises — the tenant agrees that the premises are now in good and tenantable repair and condition; and further agrees to keep the same in good, clean, orderly and tenantable condition and repair, free from fire and other hazards thereto; and to permit the Landlord by its agents or servants, to enter at all reasonable times upon the premises to view the state of repair, and to make good any waste or want of repair in respect thereof on notice in writing from the Landlord; and at the termination of the term of this lease or any renewal or extension thereof, whether by expiry of time or otherwise, to quietly and promptly yield up the premises to the Landlord in good, clean, tenantable condition and repair (fair wear and tear and damage by fire caused or permitted, otherwise than by the Tenant, its servants, employees, agents, invitees and licensees always being excepted).~~
- ~~4. — Use of premises — to use the premises for _____ purposes only and for no other purpose.~~
- ~~5. — Nuisance — not to do, omit or permit any act or thing upon the premises which shall or may be, become or cause a nuisance or annoyance to the Landlord, occupants of neighbouring property or to the public using the highways abutting the premises and, in particular and without restricting the foregoing, not to discharge or deposit any refuse, substances or waste materials into any river, lake, stream or creek or the banks thereof, or cause any erosion of the banks which will, in the opinion of the Landlord, impair the qualities of the natural environment.~~
- ~~6. — Assignment of subletting — not to sublet the unexpired portion of the said term or renewal or extension thereof, not to assign this lease or any portion thereof or interest thereunder, save with the Landlord's prior consent in writing, which consent shall not be unreasonably withheld.~~
- ~~7. — Indemnities — to indemnify the Landlord against all liabilities, claims, damages or expenses, including liability for injuries to persons or damage to property of the Tenant's servants, employees, agents, invitees or licensees:~~
 - ~~(a) — arising out of any act or neglect of the Tenant or its servants, employees, agents, invitees or licensees in and about the premises; and~~
 - ~~(b) — arising out of any breach, violation or non-performance by them of any provision of this lease.~~

- ~~8. — Observance of laws — to observe and comply with all provisions of any applicable statute, regulation, by-law or other law relating to the premises or the Tenant's use thereof, and not to permit any servant, employee, agent, invitee or licensee of the Tenant to do, omit or permit anything contrary thereto.~~
- ~~9. — State of lease — at the request of the Landlord to certify to any existing or proposed mortgagee, purchaser or assignee of the Landlord's interest in the premises the status and validity of this lease and the state of the Landlord's and Tenant's account hereunder.~~
- ~~10. — Construction of Improvements — to construct or place and maintain the following improvements on the premises: Lot _____ (_____) Block _____ (_____) Plan _____ (_____) which shall have a market value of not less than dollars (\$_____). Construction of said improvements shall commence within twelve (12) months of the commencement of the term hereof and shall have progressed not later than eighteen (18) months from the commencement of the term hereof, or such other date as shall be agreed upon in writing by the parties, to the extent that seventy five percent (75%) of the value of the work necessary to complete said construction has been performed. For the purposes of this paragraph, the parties hereto agree that seventy five percent (75%) of the value of the work necessary to complete construction shall be defined as completion of the roof, walls, foundations, doors, windows and fixtures such that the improvement is fit for habitation. The Tenant shall indemnify and save harmless the Landlord against all claims and demands arising in reference to the construction of said improvements and shall not do, omit or permit any act or thing giving rise to any unsatisfied lien, charge or encumbrance whatsoever upon or in respect of the premises, or any part thereof.~~

~~E. — LANDLORD'S COVENANTS~~

~~The Landlord covenants with the Tenant as follows:~~

- ~~1. — Quiet enjoyment — subject always to the condition precedent that the Tenant has at all times duly observed and performed the Tenant's covenants herein, the Tenant shall have quiet and uninterrupted possession and enjoyment of the premises during the term hereof and any renewal or extension thereof.~~
- ~~2. — Mortgage — to make all payments on account of all mortgages, liens, charges or other encumbrances against the premises, which it is the Landlord's obligation to pay, as and when they become due and will keep the same free from any default and will protect and indemnify the Tenant against any action that might be taken under any mortgage, lien, charge or other encumbrance.~~

~~F. — PROVISIONS~~

- ~~1. — Security Deposit — upon the execution of this lease, the Tenant shall pay the Landlord the sum of _____ dollars (\$_____) to be held by the Landlord against the proper performance of the Tenant's covenants herein. Upon the termination of this lease or any extension or renewal thereof, the amount of such security deposit or any balance thereof in the hands of the Landlord, shall be repaid to the Tenant within thirty (30) days after the termination of this lease or any renewal or extensions thereof together with interest thereon at the rate of _____ percent (____%) per annum computed as of the date of the termination of this lease or any extension or renewal thereof. During the currency of this lease, the Landlord shall be entitled to deduct from the amount of this security deposit any monies which become due to the Landlord by virtue of the breach or non-performance by the Tenant of the covenants in this lease, and in particular it is agreed that the Landlord may make any repairs necessary to restore the premises and any improvements constructed thereon to the condition they would have been~~

~~in had the Tenant complied with the covenants of this lease, and may deduct the cost of doing so from the security deposit.~~

APPENDIX "F"—Page 3

2. ~~Vacancy of premises — if the premises shall become vacant or shall not be used for the above purpose for a period of thirty (30) days or shall be used by any person, persons, firm or corporation without the Landlord's written consent for any purpose except for that for which they are leased, this lease shall, if the Landlord so notifies the Tenant in writing, forthwith cease and determine, and therefore a sum of money equal to $\frac{1}{4}$ of the annual rent payable at the time of such notice shall become immediately payable to the Landlord and the Landlord may re-enter and take possession of the premises and any improvements constructed thereon.~~
3. ~~Removal of fixtures — the Tenant may remove its fixtures after all rent due or to become due is fully paid but all alterations, additions, improvements and fixtures (except fixtures in the nature of trade or Tenant's fixtures) upon the premises, and which are in any manner attached to the premises or to the floors, walls or ceilings of any improvements constructed on the premises shall remain upon the premises and become the property of the Landlord at the expiry or termination of the lease.~~
4. ~~Re-entry — where the rent hereby reserved or any part thereof is in arrears, or where there has been any default in the observance or performance of the Tenant's covenants herein, whether express or implied, and such default has endured for a period of seven (7) days then the Landlord shall give the Tenant seven (7) days notice of such arrears or other default and if the same has not been made good within ten (10) days after delivery of such notice, the Landlord may enter upon and take possession of the premises and any improvements constructed thereon or any part thereof in the name of the whole and repossess and enjoy the same as of the Landlord's former estate and the term hereby granted, and any renewal or extension thereof, shall thereupon cease and determine without further demand or notice.~~
5. ~~Insolvency — where the Tenant has made a general assignment for the benefit of the Tenant's creditors, or is adjudged as insolvent or bankrupt, or suffers any execution process to issue against him or to be levied against the unexpired portion of the term hereby demised or of any extension thereof, of any of the goods or fixtures on the premises, then the Tenant shall be deemed to be in default in the observance and performance of the Tenant's covenants herein and in any such event the Landlord shall be entitled to enter and proceed forthwith, and without delay or notice, as set forth in the last preceding subparagraph, and the term of this lease or of any renewal or extension thereof shall forthwith determine and, further, the rent together with a sum equal to $\frac{1}{4}$ of the annual rent shall immediately become due and payable.~~
6. ~~Solicitor's fees — if it shall be necessary for the Landlord to employ a solicitor or to commence an action to collect rent herein reserved or any portion thereof, or any other sum hereunder, or to compel performance of any terms, conditions, covenants or provisions contained herein, then unless the Landlord shall lose such action, it shall be entitled to collect from the Tenant all reasonable solicitor's fees on a solicitor/client basis as if they were rent in arrears under this lease.~~
7. ~~Notice of disrepair — the Landlord may enter and view the state of repair and the Tenant will repair according to notice in writing those repairs which are the Tenant's responsibility. If the Tenant shall refuse and neglect to make the repairs referred to in such notice, the Landlord may enter the premises and carry out such work upon the premises as the Landlord may consider requisite or necessary and charge the costs thereof to the Tenant as additional rent.~~

APPENDIX "F"—Page 4

8. ~~Non-liability of Landlord—the Landlord shall not in any event whatsoever be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant, its servants, employees, agents, invitees or licensees who may be on the premises or any improvements constructed thereon or for any loss of or damage or injury to any property belonging to the Tenant, its servants, employees, agents, invitees or licensees or to any other person while such property is on the premises or any improvements constructed thereon; PROVIDED, however, that this clause shall not apply to injuries, damages or death caused by the negligent, reckless or willful conduct of the Landlord, its employees, agents or representatives.~~
9. ~~Waiver—any condoning, excusing or overlooking by the Landlord of any default, breach or non-performance by the Tenant at any time of the covenant, proviso or condition herein contained shall not operate to waive the Landlord's rights under this lease in respect of any later non-observance and all rights and remedies of the Landlord shall be deemed to be cumulative and not alternative.~~
10. ~~Holding over—if the Tenant remains in possession of the premises after the expiration of the term of this lease or any extensions or renewals thereof, it shall be deemed to be a Tenant from month to month, and to be subject to the provisions of this lease in so far as they apply.~~
11. ~~Assignment by the Landlord—in the event of the sale by the Landlord of the premises or any portion thereof, or the assignment by the Landlord of this lease or any interest of the Landlord hereunder, the Landlord shall, to the extent that such purchaser or assignee assumes the covenants and obligations of the Landlord hereunder be freed and relieved of liability upon such covenants and obligations without further written agreement.~~
12. ~~Renewal—if the Tenant duly and regularly pays the rents reserved and performs all the covenants and provisos herein contained on the part of the Tenant:~~
- (i) ~~the Tenant shall have the option to renew this lease at the expiration of the term of this lease for a further period of _____ () years at a rent to be established as hereinafter provided, but otherwise under and subject to the covenants and provisions contained herein, except this clause; PROVIDED, however, that unless the Tenant shall exercise such option by written notice to the Landlord no later than six (6) months before the expiration of this term, the option to renew shall be null and void.~~
- (ii) ~~the amount of the rent for the renewal lease and the manner of its payment shall be established by mutual agreement of the parties hereto; PROVIDED, however, that if agreement is not reached by the parties by the date three (3) months before the expiration of this term then the rent shall be established by the award of three (3) arbitrators, or a majority of them, one to be named by the Tenant and one by the Landlord, at least sixty (60) days before the expiration of this term, and a third selected by the arbitrators thus chosen at least thirty (30) days before the expiration of this term, and their award shall be made before the expiration of this term. The expense of any such arbitration shall be borne equally between the parties. If either the Landlord or the Tenant shall fail to name its arbitrator within the time limited or to proceed with the arbitration, the arbitrator named by the other party may fix the rent to be paid for the next ensuing term and his award shall be final and binding on both the Landlord and the Tenant.~~

APPENDIX "F"—Page 5

- ~~13. Purchase of premises — if the Tenant duly and regularly pays the rents reserved and all the covenants and obligations herein contained on the part of the Tenant, the Tenant may, at any time during the term of this lease, make application to the Landlord to purchase the premises; PROVIDED, however, this clause shall not be construed as obligating the Landlord to sell the premises to the Tenant. Should the Landlord and Tenant enter into an Agreement of Purchase and Sale for the premises, this lease shall become null and void but it is understood by the Tenant that all monies paid pursuant to the terms of this lease will not be considered as payments on or towards the purchase price of the premises. Further, should the Landlord and Tenant enter into an Agreement of Purchase and Sale for the premises, the Tenant agrees, as a term of said Agreement, to grant to the Landlord an easement for the purpose of entering upon and constructing, maintaining, inspecting, altering and repairing power lines, power poles, telephone lines, telephone polls and sewer and water lines and utilidors through, under or over the premises and to execute such documents as may be required by the Landlord in connection with the granting of said easement.~~
- ~~14. Viewing of premises — during the period of one month prior to the expiry of the term of this lease or any renewal or extension thereof, the Landlord shall be entitled to show the premises during normal business hours (or otherwise agreed to by the Tenant) to prospective Tenants hereof.~~
- ~~15. Easements — the Landlord may, where it deems necessary and in the public interest, establish easements through, under or over the premises for the purposes of entering upon the premises and constructing, maintaining, inspecting, altering and repairing power lines, power poles, telephone lines, telephone poles and water and sewer lines and utilidors, but said easements shall not unreasonably interfere with the rights granted to the Tenant hereunder, or with any improvements constructed by the Tenant on the premises.~~
- ~~16. Surveys — the Landlord shall not be responsible for a land survey of the premises for the purpose of establishing the boundaries thereof, or otherwise.~~
- ~~17. Flooding — the Tenant shall not be entitled to compensation by reason of the premises or any portion thereof being submerged, damaged by erosion or otherwise affected by flooding.~~
- ~~18. If the whole or any part of the interest of the Tenant under this Lease is mortgaged to a mortgagee pursuant to the National Housing Act, then:~~
- ~~(a) the Landlord shall not exercise effectively as against the mortgagee any right of re-entry or distress or right to terminate this Lease until:

 - ~~(i) the Landlord gives to the mortgagee at least forty-five (45) days notice in writing of its intention to re-enter or to distrain or to terminate specifying the full particulars of the grounds therefore, and~~
 - ~~(ii) the mortgagee does not during that forty-five (45) day period either remedy or commence to remedy where default cannot be remedied within the forty-five (45) day period given all properly specified grounds for re-entry or distraint or termination or to take, or has taken, formal proceedings for the enforcement of its mortgage and the protection of its position, and~~
 - ~~(iii) the mortgagee, having given the notice specified in (ii) has had reasonable time to pursue their conclusion of all reasonable proceedings for the enforcement of its mortgage and the protection of its position;~~~~

~~APPENDIX "F" – Page 6~~

- ~~(b) — if upon the conclusion of proceedings by the mortgagee for the enforcement of its mortgage and the protection of its position the rights of the Tenant have been released to the mortgagee or foreclosed or sold then thereupon all then existing grounds, if any, for re-entry or distress or termination shall terminate and the mortgagee or purchaser shall become the Tenant free of all liability for such grounds;~~
- ~~(c) — throughout any period of time during which, as a result of proceedings for default under the mortgage including transfer of title under the National Housing Act, the mortgagee or Canada Mortgage and Housing Corporation as successor is in leasehold possession of the premises or holds leasehold title to the premises:~~
- ~~(i) — the Landlord waives, as against the mortgagee and Canada Mortgage and Housing Corporation and their successor and assigns, all rent and additional rent and interest accruing and otherwise required to be paid under this Lease, but for the purposes of this waiver, rent and additional rent do not include municipal real estate taxes, school taxes, local improvement charges, water rates and utility charges required to be paid by the Tenant and the actual costs of construction, maintenance and repair of damage that are the responsibility of the Tenant, and~~
 - ~~(ii) — the review and approval of the Landlord shall not be required with respect to plans, specifications, contractors, workers, tradesman, materials, proposals, details and drawings for repairs, replacements, maintenance, improvements, alterations and decorations, and~~
 - ~~(iii) — the consent of the Landlord shall not be required with respect to any vacancy of or removal of goods from the premises;~~
- ~~(d) — no restriction on assignment or subletting of this Lease by the Tenant applies to any assignment or subletting or release of this Lease to or by the mortgagee or Canada Mortgage and Housing Corporation and the mortgagee and Canada Mortgage and Housing Corporation shall not remain liable on the Lease after assignment or release by them;~~
- ~~(e) — if at any time the improvements on the premises are damaged or destroyed to the extent of fifteen percent (15%) or more of their insurable value, then the mortgagee or Canada Mortgage and Housing Corporation as successor may, within sixty (60) days of its receipt of notice of the event and extent of damage or destruction and approximate amount of available insurance proceeds, elect to require that the insurance proceeds not be applied toward the repair or rebuilding or restoration of the improvements, and in the event of such an election the insurance proceeds shall be applied, in priority:~~
- ~~(i) — first, but only if and to the extent required by the Landlord or the Tenant, toward clearing and restoring the premises as nearly as possible to their condition prior to the commencement of construction;~~
 - ~~(ii) — second, towards payment of all monies owing on the mortgage; and~~
 - ~~(iii) — third, in payment to the Landlord and the Tenant in accordance with their interest therein;~~
- ~~and the Tenant shall not be obligated to repair or rebuild or restore;~~

APPENDIX “F” – Page 7

- ~~(f) — there shall be no obligation on Canada Mortgage and Housing Corporation to arrange or maintain any insurance, and for the purposes of paragraph (e), if because that Corporation has not arranged or maintained insurance, there are no or insufficient insurance proceeds and that Corporation makes the election specified then that Corporation shall not be required to do more than clear and restore the premises as nearly as possible to their condition prior to the commencement of construction and shall be entitled to apply to that end whatever insurance proceeds may be available; and~~
 - ~~(g) — there shall be no obligation on Canada Mortgage and Housing Corporation to indemnify the Landlord except where the Corporation would be so obligated apart from the terms of this Lease;~~
 - ~~(h) — any party requiring arbitration shall give timely notice of all arbitration to the mortgagee and the mortgagee may participate fully in the proceedings if, in its reasonable opinion, the outcome may affect its security; and~~
 - ~~(i) — without restricting the generality of the foregoing, the word “mortgagee” includes Canada Mortgage and Housing Corporation, whenever it is a mortgagee notwithstanding that the Corporation may also be referred to as a successor or loan insurer or holder of leasehold title or otherwise.~~
- ~~19. — Interpretation — words importing the singular number only shall include the plural and words importing firms and corporations shall include individuals. Unless the context otherwise requires the words “Landlord” and “Tenant” whenever used herein shall be constructed to include their respective heirs, executors, administrators, successors and permitted assigns. Any reference in this lease to the “Tenant” shall further include, where the text allows, the servants, employees, agents, invitees and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control. The headings to clauses are for convenience of reference only and shall not affect the interpretation of these clauses. If any clause or part of a clause contained in the lease shall be judicially held invalid or unenforceable, the remainder of this lease shall be interpreted as if such clause or part of a clause had not been included.~~

~~G. — NOTICE~~

- ~~1. — Any notice to be given hereunder shall be deemed to be well, sufficiently and duly given if sent prepaid, registered or certified mail as follows:~~

~~To the Landlord addressed to it at:
Town of Inuvik
Box 1160
Inuvik, NT
X0E 0T0~~

~~To the Tenant addressed to it at:~~

~~Any notice so given shall be deemed to have been given and received on the third day following the day of mailing the same. Either party hereto may from time to time by notice in writing change its address for the purpose of this paragraph only.~~

~~IN WITNESS WHEREOF the parties hereto, have hereunto executed this lease on the day and year first written above.~~

APPENDIX “F” – Page 8

THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK

Per: _____
Mayor

Per: _____
Senior Administrative Officer

SIGNED, SEALED AND DELIVERED _____)
In the presence of _____)
_____)
_____)
_____)
_____)
_____)
Witness _____)

The Corporate Seal of the above
Tenant was hereunto affixed in the
presence of us, the proper officers
duly authorized in that behalf.

Per: _____

APPENDIX “G” – Page 1

ASSIGNMENT OF LEASE

THIS INDENTURE made in triplicate the _____ day of _____, _____.

BETWEEN:

OF THE FIRST PART
Hereinafter called “the Assignor”

—and—

OF THE SECOND PART
Hereinafter called the “Assignee”

WHEREAS by a lease dated the _____ day of _____, _____ for the whole of Lot _____ Block _____ Plan _____, a copy of which is attached hereto as Schedule “A” made between the Municipal Corporation of the Town of Inuvik in the Northwest Territories as lessor and the assignor as lessee, the said lessor did demise unto the said lessee the term of _____ (____) years at the yearly rent of _____ dollars (\$ _____) and subject to the lessee’s covenants and agreements therein (hereinafter referred to as “the Lease”).

AND WHEREAS any assignment of the lease must be approved and consented to by the Municipal Corporation of the Town of Inuvik in the Northwest Territories.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by the assignee to the assignor (the receipt whereof is hereby acknowledged), the assignor doth hereby grant and assign unto the assignee the said lease with the rights, powers, title and interest of the assignor therein together with the assignor’s rights, title and interest in the parcel of land in the Town of Inuvik in the Northwest Territories, as shown outlined on the sketch of land hereto attached as Schedule “B” together with the residue unexpired of the said term of years, and the said Lease and all benefit and advantage derived therefrom.

To have and to hold unto the assignee, subject to payment of the said rent and the observance and performance of the lessee’s covenants and conditions in the said Lease.

The assignor covenants with the assignee that, notwithstanding any act of the assignor, the said lease is a good, valid and subsisting lease, and that the rent thereby reserved has been duly paid up to the _____ day of _____, _____ and covenants and conditions therein have been duly observed and performed by the assignor up to the date hereof.

And that subject to the said rent, and to the lessee’s covenants and conditions in the said Lease, the assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the said Lease and every renewal thereof (if any) for his own use and benefit without interruption of the assignor or any other person whomsoever claiming or to claim by, through or under him.

And that, withstanding as aforesaid, the assignor now has in him good right, full power and absolute authority to assign the said lands and Lease in manner aforesaid according to the true intent and meaning of this indenture.

APPENDIX “G” – Page 2

~~And that the assignor shall and will from time to time, and at all times hereafter, at the request and costs of the assignee, execute such further assurances of the said lands as the assignee shall reasonably require.~~

~~And the assignee covenants with the assignor that the assignee shall and will, from time to time during all the residue of the said term granted by the said Lease and every renewal thereof, pay the rent and perform the lessee’s covenants, conditions and agreements therein respectfully reserved and contained and indemnify and save harmless the assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.~~

~~And it is hereby declared and agreed that this indenture shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators (successors) and assigns respectively.~~

~~And it is further agreed and understood that this assignment shall be null and void and of no effect without the approval and consent thereto of the Municipal Corporation of the Town of Inuvik in the Northwest Territories.~~

~~SIGNED, SEALED AND DELIVERED _____)
In the presence of _____)
_____)
_____) Per: _____)
_____) (Assignor)
_____)
_____)
_____)
_____) Per: _____)
Witness _____) (Assignor)
_____)~~

~~SIGNED, SEALED AND DELIVERED _____)
In the presence of _____)
_____)
_____) Per: _____)
_____) (Assignee)
_____)
_____)
_____)
_____) Per: _____)
Witness _____) (Assignee)
_____)~~

CONSENT:

~~The Municipal Corporation of the Town of Inuvik in the Northwest Territories hereby approves of and consents to the above assignment of Lease as per By-law #_____.~~

~~THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES~~

Mayor

Senior Administrative Officer

APPENDIX “H”

The Town of Inuvik hereby grants the extension of Lease #_____ to (d/m/y) _____.

Terms:

The current terms of the Lease shall prevail until the current expiry date of (d/m/y) _____.

The annual lease rate for the balance of the lease shall be calculated yearly as follows:

Annual payment = current assessed value x (1 year term mortgage rate at the Bank of Montreal + 2%)

The lessor may purchase the property in accordance with the Town’s property disposal policy at any time without penalty. No portion of the lease payments may be applied to a purchase.

Document comparison by Workshare 10.0 on Tuesday, June 27, 2023 12:26:41 PM

Input:	
Document 1 ID	iManage://DMS/Lawson/23109846/1
Description	#23109846v1<Lawson> - 2708 LND 23 (95-1369_land admin)
Document 2 ID	iManage://DMS/Lawson/23249576/2
Description	#23249576v2<Lawson> - Land Aministration By-law (LL Notes)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	25
Deletions	337
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	362

Town of Inuvik
Operating Budget Variance
For the 6 Months ending June 30, 2023

	2023		2023		2023			
	<u>Budget</u>		<u>Budget to Date</u>		<u>Actual</u>		<u>Variance</u>	<u>%</u> <u>Notes</u>
REVENUE								
Administrative	\$ 8,281,786	\$	5,048,493	\$	3,691,488	\$	(1,357,005)	-27% 1
Protective Services	65,000		50,750		47,776		(2,974)	-6%
Public Works	25,000		25,000		25,000		-	0%
Environmental	697,500		336,042		312,722		(23,320)	-7%
Tourism	272,500		153,000		180,463		27,463	18% 2
Recreation	491,700		147,866		217,788		69,922	47% 3
Library	84,800		1,150		1,271		121	11%
Fiscal	3,496,000		1,305,333		924,235		(381,098)	-29% 4
Total Revenue	\$ 13,414,286	\$	7,067,634	\$	5,400,742	\$	(1,666,892)	-24%
EXPENSES								
Administrative	\$ 3,618,048	\$	1,475,128	\$	1,218,504	\$	256,623	-17% 5
Protective Services	913,217		462,399		412,816		49,582	-11%
Public Works	1,527,441		593,657		601,534		(7,877)	1%
Environmental	1,009,200		502,600		374,406		128,194	-26% 6
Tourism	889,698		568,884		545,429		23,455	-4%
Recreation	3,675,277		1,811,834		1,494,397		317,436	-18% 7
Library	456,425		229,068		201,870		27,198	-12% 7
Fiscal	801,000		400,500		337,494		63,006	-16% 8
Total Expense	\$ 12,890,307	\$	6,044,068	\$	5,186,449	\$	857,619	-14%
Surplus / (Deficit)	\$ 523,979	\$	1,023,566	\$	214,293	\$	(809,273)	
Land Fund Revenue	\$ 2,266,887	\$	163,789	\$	167,872	\$	4,083	2%
Land Fund Expenditure	100		50		(250)		300	-600%
Surplus / (Deficit)	\$ 2,266,787	\$	163,739	\$	168,122	\$	4,383	
Utility Fund Revenue	\$ 3,513,565	\$	1,418,851	\$	1,345,290	\$	(73,561)	-5%
Utility Fund Expenses	3,561,276		1,720,888		1,351,468		369,420	-21% 9
Surplus / (Deficit)	\$ (47,711)	\$	(302,038)	\$	(6,178)	\$	295,859	
Total Surplus / (Deficit)	2,743,056		885,267		376,236		(509,031)	
Capital Project Funding								
Community Public Infrastructure	\$ 4,577,957	\$	736,890	\$	27,623	\$	709,267	-96% 10
Gas Tax	890,210		55,000		55,141		(141)	0%
Transfer from Reserves	121,799		24,520		189		24,330	-99% 10
Contribution Agreements and other funding	8,546,126		1,132,592		51,664		1,080,928	-95% 11
Total Capital Project Funding	\$ 14,136,092	\$	1,949,002	\$	134,617	\$	1,814,385	-93%
Capital Projects								
Water Utility	\$ 12,823,275	\$	1,573,319	\$	470,080	\$	1,103,238	-70% 11
Other Capital Projects	\$ 4,055,873	\$	1,555,450	\$	212,526		1,342,924	-86% 10
Total Capital Projects	\$ 16,879,148	\$	3,128,769	\$	682,606	\$	2,446,163	-78%
Net Capital Projects	\$ (2,743,056)	\$	(1,179,767)	\$	(547,989)	\$	(631,778)	-54%
Surplus (Deficit) after Transfers	-		(294,500)		(171,753)		(122,747)	-42%
Amortization	3,500,000							

Notes

- 1 Timing of Taxd revenue recognition
- 2 Inuvik guide revenue timing
- 3 Facility Rental revenue recognition spread over 12 months
- 4 CCBF (Gas Tax) tax transfer for loan payments not yet recorded
- 5 Insurance payment less than expected/reduced travel costs/WSCC payment timing
- 6 Solid waste tipping fees less than anticipated plus monthly billing
- 7 Salary vacancies, utility cost timing,
- 8 Loan principle payment for June to be recorded
- 9 Repairs and maintenance timing and saff vacancy
- 10 Timing of entry in relation to capital expenditures
- 11 Timing of entry in relation to capital funding for capital projects

Protective Services

2023 Second Quarter

Report to Council



April to June 2023 Statistics

Fires – 9	Hazmat - 0	Alarm - 9	RCMP Assist - 4
Other -	Collision -	Medical - 3	2023 Total = 59



April to June 2023 Statistics

Dogs/Wildlife – 48	Taxis - 1	Fire Support - 1	Traffic - 10
Patrols - 120	Citations - 1	Public Engagement + Public Behaviour- 10	Emerg Line - 122

FIRE DEPARTMENT SUMMARY

PUBLIC ENGAGEMENT AND PREVENTION

During the second quarter of this year, Inuvik Firefighters participated in several public engagement sessions including the muskrat jamboree, inuvik pride parade, muskrat jamboree kiddie parade, hall tours and other public requests. Required fire drills were completed.

TRAINING

To maintain professional standards and designation for services best suited to our Community and Partner Agencies, firefighters engaged in ongoing operational training sessions and wildland fire. The 6 cohorts for the NFPA professional certification continue to train, with the first set of practical evaluations scheduled in early July. In the first 6 months of this year, Inuvik Firefighters have contributed hours to train and maintain their skills to provide a safe, effective, and efficient emergency response service to the community.

EMERGENCY RESPONSE

The Fire Department responded to X calls in April, May, and June of 2023, with a total response of X to date.

Date	Training, Maintenance, Public Education	
2023-04-05	Drafting	10
2023-04-08	NFPA 1001 Firefighter Skills	11
2023-04-12	Relay Pumping	8
2023-04-16	Training Yard Prep	8
2023-04-19	Training Yard Prep	11
2023-04-22	NFPA 1001 Firefighter Training skills	11
2023-04-24	Jamboree Standby	2
2023-04-26	Equipment Inspections	7
2023-04-27	NFPA 1001 Exam	7
2023-05-03	Live Fire Evolutions	15
2023-05-10	Live Fire Evolutions	10
2023-05-13	NFPA 1001 Firefighter Training Skills	13
2023-05-17	Live Fire Evolutions	15
2023-05-20	Training Yard Prep	4
2023-05-24	Equipment Inspections	14
2023-05-27	NFPA 1001 Firefighter Training Skills	11
2023-05-28	NFPA 1001 Firefighter Trial Evaluations	10
2023-05-31	Wildland Shell Lake	13
2023-06-07	Live Fire	15
2023-06-08	Hall Maintenance	8
2023-06-09	Pride Parade	8
2023-06-14	Vehicle Extrication	15

2023-06-17	Kiddie carnival parade	2
2023-06-28	Apparatus inspections	12
#sessions		
Total Hours		906

	Date	Time	DOW	Event	HRS	Total Personnel
FD23-035	2023-05-02	23:46	TUE	mutual Aid- rcmp distressed person	1	1
FD23-036	2023-05-05	3:09	FRI	Alarm- smoke hallway	1	2
FD23-037	2023-05-06	18:24	SAT	Alarm- cooking - trapper	1	1
FD23-038	2023-05-06	21:18	SAT	Alarm- mischief lakeview	1	4
FD23-039	2023-05-16	13:23	TUE	Fire- outisde ENR airport lake	1	2
FD23-040	2023-05-18	10:47	THUR	Alarm- smoke E3	1	6
FD23-041	2023-05-19	13:19	Fri	RCMP-GSAR McPherson	6	3
FD23-042	2023-05-20	16:31	SAT	Fire- deck Bompas - smoking materials	2	13
FD23-043	2023-05-20	18:51	SAT	Alarm- cooking Homeless shelter	1	1
FD23-044	2023-05-20	19:00	SAT	Mutual Aid- AMS boat launch	1	1
FD23-045	2023-05-22	1:13	MON	Fire- Dumpster Centennial	1	12
FD23-046	2023-05-22	21:57	MON	Mutual Aid- AMS lift bonnetplume	1	1
FD23-047	2023-05-23	14:39	TUE	Mutual Aid- AMS lift air amb	2	1
FD23-048	2023-05-23	21:53	TUE	Fire- Outside Bootlake trail	2	14
FD23-049	2023-05-25	21:23	THUR	Fire - Heating Dolphin	2	12
FD23-050	2023-05-28	17:23	SAT	Fire - outside Happy Valley	1	1
FD23-051	2023-06-18	19:55	Sun	Alarm - kitchen smoke nova hotel	1	2
FD23-052	2023-06-19	17:54	Mon	Fire - outside Happy Valley	2	9
FD23-053	2023-06-20	13:20	Tues	Fire - solid waste facility	4	10
FD23-054	2023-06-21	18:50	Wed	Mutual Aid - RCMP AMS mvc fatality	4	5
FD23-055	2023-06-23	7:30	Fri	Fire - outside Gwichin	1	6
FD23-056	2023-06-24	8:15	Sat	Alarm - homeless shelter cooking	1	2
FD23-057	2023-06-25	2:07	Sun	Agency Assist - RCMP Old Sydney	1	2
FD23-058	2023-06-27	17:17	Tues	Alarm mischief - Nova Apt	1	1
FD23-059	2023-06-27		Tues	Alarm Mischief Nova Apt	1	1
				# incidents	25	
				Total hours		132

MUNICIPAL ENFORCEMENT SUMMARY SUMMARY

During the second 3 months of 2023 Municipal Enforcement remained busy with calls and interventions regarding dogs at large, injured, or deceased animals and other incidents. In most cases, dog owners have been contacted and provided with education/intervention to reduce community risk.

We continue to struggle to find rescues for dogs in custody, so the pound remains at capacity. Sadly, some of the animals have been in our care since September. The Peace officers have been providing care and enrichment activities to lessen the psychological impact of limited interactions for the dogs who have been in there for extended periods. While we have been able to get one or two out, they are quickly replaced by dogs at large, who are not claimed by owners.

In June, Municipal Enforcement prioritized enforcement of abandoned vehicles, unsightly and derelict properties in the urban core. As follow up to a public post, a list of noncompliant properties and vehicles has been compiled, with letters drafted to known owners. Regarding vehicles, to date, 9 vehicles have been removed from properties owned by the Town, or on properties where the owner is known to be absent and an additional 11 vehicles have been identified and work is ongoing to have them removed. The contractor has noted that several individuals have also contacted him to remove vehicles from their private properties. From observation, it is noted that property owners have noted the public post, and some have made efforts to remediate their property without Municipal Enforcement contact or intervention. Both Northview and Housing have been contacted regarding for vehicles and properties under their care and are making efforts to remediate. While we have had some success, and have produced some positive results, work continues, in particular, regarding properties. Throughout this effort, there is an administrative burden as owners need to be identified, confirmed, and contacted. The challenge with a number of these situations is that contact information is unavailable, outdated, or owners deceased. Despite this, efforts will continue.

At the request of council, and with the warmer weather, patrols in the downtown core have increased.

COMPLAINT INTERVENTION/RESPONSE

Report Type	Total
Agency Assistance (ENR, EHO, RCMP)	7
Aggressive Dogs – complaint line or emergency line	3
Deceased or injured Animals – most due to mvc's or animal interaction	4
Dogs at large – received via complaint line, emergency line or observed on patrol	18
Dog bite – as reported	3
Dog incidents - fights or other incidents	0
Dog surrender - inquiry or intervention	11
Complaints Barking	1
Complaints neglect/abandoned	1
General inquires - euthanasia, vet, licence, release dogs, bury dogs	5
Wildlife	2
Taxis – complaints	1
Parking	2
Highway Traffic Act	1

PROACTIVE ENGAGEMENT

Activity/Incident Type	Total
Public Outreach, education, events, parades	10
Traffic and Foot Patrols	120
Fly animal out	2

Respectfully Submitted,
Peace Officer Raven Firth, Peace Officer Carl Morada
Director of Protective Services Cynthia Hammond

STRATEGIC PRIORITIES CHART

May 2023

COUNCIL PRIORITIES (Council & SAO)

NOW	TIMELINE
1. TRIPARTITE LEADERSHIP TABLE: Meeting	October
2. ABANDONED/UNSIGHTLY PROPERTY – By-law review and enforcement	September
3. COLD TESTING OPPORTUNITIES: Working Group	September
4. BOAT LAUNCH ENHANCEMENT PLAN INITIALIZATION	October
5. VOLUNTEER STRATEGY	July

NEXT	ADVOCACY/PARTNERSHIP
<ul style="list-style-type: none"> TRAIL PLAN: Draft ROAD MAINTENANCE: Priorities RECREATION FACILITY: Future Needs Waste management strategy Enhanced Cultural training Flag Policy Community beautification 	<ul style="list-style-type: none"> <i>Department Service Decentralization (GNWT)</i> <i>College Programs: Local Needs Alignment</i> <i>NTPC: Net Metering Cap Removal</i> <i>MLA & MP Meetings</i> <i>Homelessness strategy support</i> <i>Empty property options</i> <i>Inuvik Works: Support</i> <i>MMIWG support</i>

ORGANIZATIONAL INITIATIVE (Directors/Managers)

1. Facility Inspection Checklist (MSC Pilot) - July
2. Health & Safety Program: Review - October
3. Cross Training Program: Needs & Design - September
4. External Funding Chart: Create - September

OPERATIONAL INITIATIVES

SENIOR ADMINISTRATIVE OFFICER	FINANCE & ADMINISTRATION
<ol style="list-style-type: none"> 1. TRIPARTITE LEADERS: Meeting – September 2. Human Resources Policy: Roll-out – June 3. Water Treatment Plant Land <ul style="list-style-type: none"> Council Proceedings Bylaw: Revisions Council Indemnity Review Lottery Regulations: Update 	<ol style="list-style-type: none"> 1. New payroll and HR system review of options – June 2. Cloud-based record storage (financial) – July 3. Cross-Training Program <ul style="list-style-type: none"> E-Service Portal: Launch

ECONOMIC DEVELOPMENT & TOURISM	PROTECTIVE SERVICES
<ol style="list-style-type: none"> 1. COLD TESTING: Working Group – Sept 2. Sector working groups – December 3. Small business survey – December <ul style="list-style-type: none"> Climate change positioning strategy MCIT 2023-24 	<ol style="list-style-type: none"> 1. Municipal Enforcement Public Education Evaluation - September 2. ABANDONED/UNSIGHTLY PROPERTY – By-law review and enforcement 3. Emergency Response Plan: Update – August <ul style="list-style-type: none"> Passenger Transportation Bylaw

COMMUNITY SERVICES & RECREATION	CAPITAL
<ol style="list-style-type: none"> 1. MSC Inspection Schedule Implementation - August 2. Online Booking: Software Selection – October 3. Volunteer Strategy – July <ul style="list-style-type: none"> Community Activity Guide/Calendar Nordic Walking Group Elders Engagement Initiative Book Club Launch Community Group Partnerships MSC Inspection Schedule Online Booking: Software Selection 	<ul style="list-style-type: none"> Waste Site Fencing: Construction – October Breynat Road Upgrade: Phase 1 Construction - October Lagoon Dike Rehabilitation: Tender – June New Sub-division Development - December
	PUBLIC WORKS/MS
	<ol style="list-style-type: none"> 1. TRAIL PLAN: Draft – October 2. Sports Field Maintenance: Training – June 3. Boat Launch Enhancement Plan Initialization - October <ul style="list-style-type: none"> Water Intake Inspection - Winter 2024 Drainage Plan: Update

CODES: **BOLD CAPITALS** = NOW Priorities; **CAPITALS** = NEXT Priorities; *Italics* = Advocacy; Regular Title Case = Operational Strategies

NWT Scientific Research Licence # 17298 Issued

Please be advised that the NWT Scientific Research Licence has been issued to Dr. Helen Wheeler for the project entitled: BARIN-beavers and socio-ecological resilience in Inuit Nunangat-community based mapping and Indigenous knowledge research. The Notification of Research summarizing the researcher's activities and locations is attached.

Thank you,
Manager, Scientific Services Office
Department of Education, Culture and Employment
Government of Northwest Territories
Tel: (867) 777-3298
researchlicensing@gov.nt.ca
<https://researchlicensing.ece.gov.nt.ca>

July 04, 2023

Notification of Research

I would like to inform you that Northwest Territories Scientific Research Licence No. 17298 has been issued to:

Dr. Helen Wheeler
Anglia Ruskin University
Anglia Ruskin University,
Cambridge, Cambridgeshire
CB11PT, United Kingdom
Phone: 01144 7835666545
Email: helen.wheeler@aru.ac.uk

to conduct the following study:

BARIN-beavers and socio-ecological resilience in Inuit Nunangat-community based mapping and Indigenous knowledge research (5640)

Please contact the researcher if you would like more information about this research project.

Summary of Research

This licence has been issued for the scientific research application No. 5640.

Objectives:

To address changing beaver population and the impacts on lakes and streams, fish and communities and wellbeing, including:

- a) research with communities to develop an approach for mapping beaver occupancy using photo, video and drones
- b) research in to the impacts of beavers on people
- c) research in to the impacts of the BARIN project and community perspectives on its progress and achievements

To develop a community-based approach for mapping beavers, Inuvialuit experts have been consulted to co-develop methods. The intent is to use a combination of photo-collection of images of beaver feature (houses, dams) and other signs of beaver activity and drone-based imagery collected by community-members and collaborators to identify where beavers are present and support the development of methods for ongoing monitoring past the project end.

A regular newsletter will be produced to provide updates on all parts of the BARIN project. Researchers will regularly attend meetings of the FJMC, Inuvik, Tukoyaktuk and Aklavik HTC and provide updates and get feedback. An Arctic Beaver Observation network (A-BON) meeting will be organized in Fairbanks, Alaska in February 2024 and hope to provide further feedback on the project there. Meetings will continue through preferred means of communication with community

organisations and update our plan as needed

The fieldwork for this study will be conducted from:
July 15 - December 31, 2023

Sincerely,

Niccole Hammer
Manager, Scientific Services Office

Distribution

Inuvialuit Regional Corporation
Hamlet of Aklavik
Inuvik Métis Local #62
Tuktoyaktuk Community Corporation
Inuvialuit Joint Secretariat

Aklavik Community Corporation
Inuvik Community Corporation
Town of Inuvik
Hamlet of Tuktoyaktuk

NWT Scientific Research Licence # 17301 Issued

Please be advised that the NWT Scientific Research Licence has been issued to Dr. Guido Grosse for the project entitled: Perma-X Airborne Campaign 2023. The Notification of Research summarizing the researcher's activities and locations is attached.

Thank you,
Manager, Scientific Services Office
Department of Education, Culture and Employment
Government of Northwest Territories
Tel: (867) 777-3298
researchlicensing@gov.nt.ca
<https://researchlicensing.ece.gov.nt.ca>

July 05, 2023

Notification of Research

I would like to inform you that Northwest Territories Scientific Research Licence No. 17301 has been issued to:

Dr. Guido Grosse
Alfred Wegener Institute for Polar and Marine Research (AWI)
Telegrafenberg A45
Potsdam, Brandenburg
14473, Germany
Phone: 4915117762896
Email: guido.grosse@awi.de

to conduct the following study:
Perma-X Airborne Campaign 2023 (5656)

Please contact the researcher if you would like more information about this research project.

Summary of Research

This licence has been issued for the scientific research application No. 5656.

The objective is to conduct airborne surveys at 3300ft (1000m) altitude to collect high-resolution aerial images and LiDAR elevation data that can be used to describe and quantify rates of permafrost thaw, coastal erosion, thaw slumping, lake change, and vegetation change. Daily survey flights (depending on cloud-free weather) will focus on different study sites within the region. Also, the research team plan to survey the areas of 5 Inuvialuit Settlement Region communities to provide updated maps of vulnerabilities to permafrost thaw and coastal erosion.

The Polar-6 aircraft, a DC-3 / BT-67, is a research airplane (call sign: C-G HGF) owned by the Alfred Wegener Institute and equipped for science operations in polar conditions. The flying altitude for the campaign will be 3300 ft (1000 m) in most cases; under rare occasions we may have to conduct surveys at 1650ft (500m). The sensors onboard include a optical camera system with visible, near-infrared and thermal infrared sensors, and a topographic LiDAR system.

With the collected data, the research team plan to quantify rates of permafrost degradation and disturbances, collect high-resolution LiDAR elevation data with high vertical accuracy needed to quantify permafrost thaw subsidence, and map the consequences of climate change in unprecedented detail. In addition, the project will leverage on the many site-scale studies conducted by Canadian university and local partners in the region by revisiting some of their sites and providing broader spatial context in close collaboration with these partners. The image and elevation datasets are very large and will need to be processed before they can be used for scientific analysis or public view. The data will be open-access and distributed at no charge once digitally processed.

The data, i.e. aerial images and elevation models, may also be used by community planners to plan, conduct, or enhance adaptation and mitigation measures in relation to impacts of permafrost thaw and coastal erosion on Inuvialuit Settlement Region communities and cultural sites of significance.

All data collected is digital, not actual samples or materials will be collected.

The Hunters and Trappers Committees H(TCs) of 5 individual Inuvialuit Settlement Region villages (Inuvik, Aklavik, Tuktoyaktuk, Paulatuk, and Sachs Harbour) were contacted with a request to provide feedback on the airborne campaign objectives and potential to adapt survey targets based on specific community needs (e.g. coastal erosion locations or areas that should not be overflowed). Longer-standing consultations have been in place between AWI and in particular the Aklavik HTC and Inuvik community members.

Before the start of the campaign the team will distribute the fact sheet / flyer of the campaign to local authorities, stakeholders, schools, public offices to share among Inuvik residents; we potentially also share this information on local Facebook pages, such as Inuvik Bulletin Board (<https://www.facebook.com/groups/286601704690892/>, 2k members) or Inuvik Events (<https://www.facebook.com/groups/259624124074406/>, 4.5 k members).

The AWI team will be based in Inuvik for the entire campaign, as the aircraft will use the Inuvik airport as base for daily surveys (depending on weather conditions). Hence, the communication will stakeholders during the campaign will also focus on Inuvik. We are interested in presenting results from the other satellite-based remote sensing studies and Alaska campaigns on permafrost thaw and change, including an easy-to-use web map tool for exploring such changes, to interested community members and stakeholders in Inuvik.

All data will, once processed, become available open access and the team especially intend to timely process spatial data for the village areas and distribute the datasets in either hardcopy map and/or digital form to the Inuvialuit Settlement Region stakeholders. The research team have already done this with 2021 airborne data for Western Alaska communities.

The team also plan to conduct science communication via social media channels during and shortly after the field campaign. The scientific results will be published in English in international peer-reviewed papers and communicated at international conferences.

The fieldwork for this study will be conducted from July 5, 2023 to July 25, 2023.

Sincerely,

Niccole Hammer
Manager, Scientific Services Office

Distribution
Environmental Impact Screening Committee - c/o
Joint Secretariat
Inuvialuit Regional Corporation
Hamlet of Aklavik
Town of Inuvik

Inuvialuit Land Administration
Aklavik Hunters and Trappers Committee
Inuvik Hunters and Trappers Committee
Paulatuk Hunters and Trappers Committee
Sachs Harbour Hunters and Trappers

Hamlet of Paulatuk
Hamlet of Sachs Harbour
Hamlet of Tuktoyaktuk
Gwich'in Tribal Council
Ehdiitat Gwich'in Renewable Resource Council
Inuvialuit Joint Secretariat

Committee
Tuktoyaktuk Hunters and Trappers Committee
Gwich'in Renewable Resources Board
Nihtat Gwich'in Renewable Resource Council
Gwich'in Land Use Planning Board



Jun 15, 2023
Application No. 5673

Application for Single Year Research

I would like to inform the Town of Inuvik that an application for a Northwest Territories Scientific Research Licence has been received by the Department of Education, Culture and Employment. Application No. 5673 was submitted by:

Dr. Brenda Parlee
557 General Services
University of Alberta

Phone: 780-504-5883
Email: bparlee@ualberta.ca

to conduct the following study:
Options for an Inuvialuit Community-Based Harvest Study

Please read the enclosed application and send comments to the Manager of Scientific Services. A comment form has been included with this review package for your convenience. Responses can be submitted online at researchlicensing.ece.gov.nt.ca or emailed to researchlicensing@gov.nt.ca.

Sincerely,

Nicole Hammer
Manager, Scientific Services Office

**Application #5673****Options for an Inuvialuit Community-Based Harvest Study**

Year: 2023 Length Of Project: Year 1 of 1

Inuvialuit Settlement Region, Gwich'in Settlement Area

Social Sciences

Principal Investigator:

Dr. Brenda Parlee
University of Alberta
557 General Services
University of Alberta
Edmonton, AB
T6G 2H1, Canada
Phone: 780-504-5883
Email: bparlee@ualberta.ca

Primary Contact Information:

Ms Julia Ruth Poissant
555 General Services
University of Alberta
Edmonton, AB
T6G 2H1, Canada
Phone: 778-554-2485
Email: jpoissan@ualberta.ca

Research Supervisor Information:

Same as Principal Investigator

Team Members:

Brent Swallow, Julia Poissant

Research Locations

Description for where research will be carried out:

Communities:

Aklavik, Ulukhaktok, Inuvik, Sachs Harbour, Tuktoyaktuk, Paulatuk

Project Description**Dates of Research Activity:**

Start Date: Jun 26, 2023 – End Date: Dec 31, 2023

Objective:

The main output of the project will be options for elements of the Harvest Study that reflect both scientific best practice and community-specific needs and priorities. The elements in question are timing of the survey, how to record observations on the health of animals and the land, observations of pressures and stresses on harvest activities, and incentives and compensation levels for harvesters to participate and send in their data. The Inuvialuit Game Council and the 6 Hunters and Trappers Committee will have the final decision on which options to choose to use in the Inuvialuit Harvest Study. The secondary output will be a Master's thesis for the student conducting the work based upon analysis of harvester perceptions of the survey elements and on the compensation/incentive options.

Rationale:

The Inuvialuit Joint Secretariat (IJS) invited Dr. Brenda Parlee in her capacity as co-director of the Arramat Project (Strengthening Health and Wellbeing Through Indigenous Led Conservation and Sustainable Relationships With Biodiversity) to submit a proposal for a graduate student to collaborate in a redevelopment of the Inuvialuit Harvest Study. The proposal was approved by the IJS Board in December 2022. From our initial conversations, there is a great deal of support for restarting the Harvest Study to have current data on harvest numbers that is owned solely by the Inuvialuit. The original objective of the first Inuvialuit Harvest Study, which ran from 1988 to 1997, was "to obtain a continuous, long-term record of Inuvialuit harvest levels for each of the six communities in the ISR... [by collecting] information about when, where, and how much fish and wildlife is harvested"¹. Now over 25 years later with effects from climate change and development becoming undeniably more visible on the land, it is a critical time to have a program of long-term monitoring in place again.

Harvest studies in the Inuvialuit region can be an important tool to support Inuvialuit organizations to document the importance of food from the land in ways that provide knowledge for learning and good management. They can help document Inuvialuit knowledge about the following:

Harvest and Food Systems (e.g., counting of the number of animals, fish, birds etc. being harvested and how that harvest is being shared for food and livelihood).

Ecological Observations (e.g., descriptive data about changes in the wildlife health).

Observations of Pressures and Stresses on Harvest and Food Systems (e.g., descriptive data about stresses on ecosystems and communities that impact harvest such as climate change, development).

Solutions (e.g., ideas to improve species health and the health of Inuvialuit communities)

The graduate student leading the research Julia Poissant will draw upon the initial work done to start the redesign process and the tools of economics to assist in designing a survey plan that is easy to understand, simple to use, and produces credible and useful data for the Inuvialuit governing and joint management bodies. Guided by professors Dr. Brenda Parlee and Dr. Brent Swallow in the Department of Resource Economics and Environmental Sociology at the University of Alberta and with iterative design and feedback from the Inuvialuit Joint Secretariat, Inuvialuit Game Council, and the 6 Hunters and Trappers Committees, this project will be a collaborative research effort on supporting the traditional activities of the Inuvialuit and the management of their lands and wildlife.

1. Joint Secretariat. (2003). Inuvialuit Harvest Study: Data and methods report 1988 – 1997. The Joint Secretariat.

Methodology:

Phase 1: December 2022-March 2023

Clarifying the central vision and knowledge needs associated with the harvest study (e.g., what kind of data do different committees, councils and others need and why)

We have already started participatory design by taking direction from the Inuvialuit Joint Secretariat (IJS) and Inuvialuit Game Council (IGC) and building on the work that they have already started to re-launch the Harvest Study. We met with the Inuvialuit Game Council and the Wildlife Management Advisory Council to inform them about the project and to get their initial opinions and recommendations. The IJS also shared internal documents that started the redesign process (Firelight report) as well as places where harvest data was used, such as in the Inuvik-Tuktoyaktuk Highway Environmental Impact Statement, and other monitoring programs like the Imaryuk Monitors.

Phase 2: June - August 2023

Survey Design

Developing 3-4 options/examples of what a harvest study might look like (e.g., examples of surveys)

From our meetings and conversations with community members, there are 3 specific challenges that need to be addressed in the new design of the harvest study: interview fatigue, meaningful incentives for participation, and a user-friendly set-up. We were also told that the survey should reflect the unique needs and concerns of each community, and not just be a cookie-cutter standard survey. Based on these directions, the survey components will be developed with one baseline section to be consistent across the entire region and other optional components tailored to community preferences and to incorporate local knowledge.

I will be creating a web form to be distributed to all HTC members who are interested in having a say in the development of the survey questions and to select incentives for taking part in the Harvest Study. The design survey is completely voluntary and people may choose to opt-out at any time in the process. The design survey will present examples of questions and ask if they are understandable and appropriate, and the second part of the survey will address the theme of incentives to encourage members to participate and will present choice options on how the person responding would like to be compensated.

Once the draft has been confirmed, we will begin sending promotional material to invite people to take the design survey. The responses will be analyzed to find the top choices for survey questions and response incentives as well as any other comments participants have shared. This feedback will ensure that the efforts for the long-term viability and engagement with the Harvest Study are supported by preferences of the people involved.

Phase 3: September - December 2023

Creating the survey options with supporting material

The Harvest Study elements will be put together following the responses to the design survey. The options for the final design will be made to present back to the Game Council to see if any final edits are needed. Once survey options have been written, I will be working on finding either an existing program or a purpose-built program to best deliver the Harvest Survey. We have heard that most people would prefer a way to enable Inuvialuit researchers to collect data digitally on a smartphone, but still allow people to do either their own data entry on their phone or on paper in an in-person interview. The computer program would also enable the IJS or others to do some instant interpretation of the data. I will also put together a user guide with useful information from the development process to allow Inuvialuit researchers to facilitate training on implementing the program and adapt it as they use it in the future.

Communication Plan:

The project's main point of contact will be the Inuvialuit Joint Secretariat (IJS) Committee Program Manager. Regular updates on the progression of the project will be sent in a newsletter format via email to the Resource Persons of the Hunters and Trappers Committee to pass along to their Board members. For critical developments, we will apply to be on the agendas of the meeting of HTC and other joint management boards.

Travel Arrangements:

Travel to and from Inuvik from the researchers resident city (Edmonton) will be required in order to meet and consult with communities. Flights from Edmonton to Inuvik will be scheduled, and a rental car or short flights will be used to travel between Inuvik and other communities. Upcoming travel dates depend entirely on participants availability and are subject to change. We anticipate a trip in late summer or early fall 2023 to review the results of the phase 2 and development of the survey options with the Inuvialuit Game Council.

Ethics

Will you be interviewing or surveying NWT residents?

Yes

What organization conducted (or will be conducting) the Ethics review for this research?

University of Alberta Research Ethics Board 1

When was the review received (or anticipated to be received)?

Jan 04, 2022

How will you maintain participant confidentiality in your research?

We will need to collect names and contact information for respondents to our incentives survey in order to give out compensation. This information will be recorded on a password protected document controlled by the researchers only, and will not be included in the analysis of the response data. Participants will be asked to sign a consent form to confirm their willingness to participate in the study. They will be informed that records will be stored for at least five years at the University of Alberta. If the participant chooses to participate but does not want to be identified publicly by name (e.g., in study reports), an alias identifier will be used (e.g., A1).

How will the data be stored over the short and long terms?

All forms will be stored in password-protected cloud storage through the University of Alberta Google service. Only the research team will have access to the data. Long-term data will be stored with the Inuvialuit Joint Secretariat. Other data from the project will be stored in a locked filing cabinet in the Project Office (currently Dr. Brenda Parlee's office in the Department of Resource Economics and Environmental Sociology) during and after the project. Any future use of the data beyond that defined in the project summary will be mediated by further consultation and consent of the participants.

Supporting Information

Potential Adverse Impacts:

The majority of the research will be conducted remotely from Edmonton, Alberta, so there are minimal risks and discomforts associated with this research. Discomfort or anxiety regarding the survey topics or negative feelings towards the collection of harvest data may occur.

Adverse Impact Mitigation:

Regular communication and sharing of the project progression will be done to maintain transparency. Participation in our questionnaire is voluntary and individuals may opt-out at any time. Participant information is kept confidential and pseudonyms will be used in publications, unless a person indicates that they would prefer to be named. We also have available a Self-Care Guide developed by the Faculty of Native Studies at the University of Alberta to help with navigating emotionally challenging or triggering material by recognizing the physical signs of stress and practices to take care of mental health.

Tags:

community based monitoring; Inuvialuit; harvester survey;

Distribution

Inuvialuit Regional Corporation
Hamlet of Aklavik
Hamlet of Ulukhaktok
Town of Inuvik
Hamlet of Paulatuk
Hamlet of Sachs Harbour
Hamlet of Tuktoyaktuk
Inuvialuit Joint Secretariat
Aklavik Community Corporation

Inuvik Community Corporation
Paulatuk Community Corporation
Sachs Harbour Community Corporation
Tuktoyaktuk Community Corporation
Ulukhaktok Community Corporation



Jun 15, 2023
Application No. 5673

Scientific Research Licence Comment Form

Town of Inuvik

Project Details

Options for an Inuvialuit Community-Based Harvest Study
Submitted by: Dr. Brenda Parlee
Length of Project: 1 year(s)

Comments on Project

Please outline any concerns, requests or suggestions regarding Application No. 5673 :

No concerns, requests or suggestions to express at this time(check here):



Signature of Town of Inuvik official

PRINT NAME

Grant Hood

SIGNATURE

DATE

July 6, 2023

