

AGENDA
TOWN OF INUVIK ~ COMMITTEE OF THE WHOLE AND REGULAR COUNCIL MEETING
TO BE HELD ON JULY 8 AND 10, 2024
AT 7:00 PM IN COUNCIL CHAMBERS

Item # 1 **CALL TO ORDER**

Land Acknowledgement

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.

4.1 THARP House Update

Representatives from IRC and Health and Social Services will provide an update on the project and services that will entail.

Item # 5 **PUBLIC QUESTION PERIOD**

Item # 6 **ADOPTION OF THE MINUTES**

6.1 Minutes of the June 26 2024 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 2024-066-SAO~ Operations and Maintenance Contribution Agreement](#)

Document attached. Requires motion to approve.

8.2 [RFCD 2024-067-SAO~ Water and Waste Services Contribution Agreement](#)

Document attached. Requires motion to approve.

8.3 [RFCD 2024-069-SAO~ Update to HR.012 paid days of for beneficiaries](#)

Document attached. Requires motion to approve.

Item # 9

BY-LAWS

9.1 [RFCD 2024-SAO-068 ~ Appoint MED Officer by-law 2737](#)

By-law attached. Requires THIRD AND FINAL READING.

Item # 10

DEPARTMENT UPDATES

None

Item # 11

INFORMATION ITEMS

11.1 [Strategic Priorities Chart](#)

Document attached. For information only.

Item # 12

COUNCIL CONCERNS

Item #13

IN CAMERA ITEMS

Item # 14

ADJOURNMENT



MONTHLY POLICING REPORT

June, 2024

Inuvik

Inuvik Detachment “G” Division RCMP Northwest Territories

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

Community approved priorities are:

1. Enhance Road Safety
2. Crime Reduction
3. Contribute to the Safety and Wellness of Indigenous Communities

1. Enhance Road Safety

The Detachment has partnered with Mothers Against Drunk Drivers (MADD) and the Town of Inuvik to install “Report Impaired Driving” signs around the community. A big thank you to Protection Services and Town of Inuvik staff for installing them (see picture below)

Proactive patrols in the community this month resulted in two (2) Criminal Code charges for impaired driving. Twelve (12) tickets for offences under the *Motor Vehicle Act* were also issued.

2. Crime Reduction:

Several Crime Reduction initiatives were undertaken by the Detachment this month including;

- Collaborating with the warming shelter
- Proactive foot patrols inside the Nova Apartments
- Foot Patrols in downtown Inuvik
- Proactive vehicle patrols in areas known for open liquor resulting in eleven (11) bottles of alcohol being seized by police.

3. Contribute to the Safety and Wellness of our Indigenous Community

The Detachment had one (1) pre-charge diversion in the Month of June and we remain committed to restorative justice referrals (pre-charge diversion) when appropriate. Restorative Justice has shown to have better outcomes for offenders and victims.

The drugs seized on April 18th, 2024 at Nijaah Apartments were analyzed by Health Canada and according to their report the results were as follows;

- 1- Cocaine

This data should be used with caution when determine trends or drawing conclusions about they type and nature of substances circulating on the illicit drug market.

Notable Occurrences for the Month:

On June 13th 2024, the Detachment responded to a request for a wellbeing check at a unit in the Nova Apartments.

Upon entering the apartment and ensuring the safety of the person upon whom the check was requested, members observed materials consistent with drug trafficking. Several people were taken into custody. A search warrant was obtained for the unit and executed. Officers recovered over \$3700 in cash, a quantity of cocaine and an abundance of drug trafficking paraphernalia.

As a result of the investigation, 27-year-old Jordan Burgher of Ontario was charged with:

- Trafficking Cocaine, contrary to section 5(1) of the Controlled Drugs and Substances Act
- Possession of Property Obtained by Crime, contrary to section 354(1)(a) of the Criminal Code

The Detachment will continue to focus on disrupting the illegal sale of these dangerous substances in our community.



Community Contribution:



MADD Canada ✓
@maddcanada

Follow



MADD Canada and @rcmp Inuvik RCMP to bring Campaign 911 Report Impaired Drivers, Call 911 campaign to the community. These signs encourage the public to call 911 if they see someone they suspect is driving impaired on your roads or waterways. These signs can be found at Mackenzie River and the World famous Dempster Highway coming into Inuvik. More signs to come. Huge thank you to Inuvik RCMP #nwt #inuvik #RCMP #911 #signs #safety #DriveSober #DriveSafe @townofinuvik



14:23 · 2024-06-18 From Earth · 31 Views

Report Impaired Drivers signs around Inuvik.



Cst. Stephen Eddison and Cst. Quinton MacDonald serve youth lunch at the Inuvik Native Band

S/Sgt. Jesse Aubin would like to congratulate Cpl. Kristen Bursey on her recent promotion to “Watch 2” supervisor here in Inuvik.



Hello, my name is Kristen Bursey and I’m the newly appointed Cpl. In Inuvik. I have just about 9 years of policing experience, I was previously posted to Alberta for 7 years and have been in Inuvik for the past 2 years. I am looking forward to my new position and continuing to work with the great community of Inuvik!

Inuvik Detachment responded to a total of 514 calls for service during the month of June, 2024

OCCURRENCES	Current Month	Year to Date	Current Month of previous year	Previous Year Total
Assaults (Not including sexual assaults)	54	274	46	452
Sexual Offences	3	33	4	38
Break and Enters (Residence & Business)	3	14	2	43
Theft of Motor Vehicle	0	8	2	24
Theft Under \$ 5000.00	25	76	23	129
Theft Over \$ 5000.00	0	1	2	7
Drugs (Possession)	0	2	0	8
Drugs (Trafficking)	17	77	12	71
Liquor Act	47	189	31	323
Unlawful Sale (Bootlegging)	0	0	0	0
Causing a disturbance / Mischief (total)	170	973	202	1593
Impaired Driving	14	54	13	186
Missing Persons	0	1	1	15
Other Complaints	79	485	78	956
Total Violations				

Intimate Partner Violence:

The Detachment investigated **20** complaints of intimate partner violence this month.

Mental Health Act:



The Detachment responded to 47 calls for service in relation to well being checks and the Mental Health Act.

OTHER STATS	Current Month	Year to date	Current Month of previous year	Previous Year to Date
Prisoners Held	98	483	91	780
Alcohol Seizures	11	46	10	82

JUSTICE REPORTS	Current Month	Year to Date
Victim Services Referral - Accepted	1	25
Victim Services Referral - Declined	29	119
Victim Services - Proactive Referral	1	6
Youth Alternative Measures (YCJA Warnings & Cautions)	0	0
Youth Diversion (Community Justice Referrals)	0	0
Adult Diversion (Community Justice Referrals)	0	0

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

Detachment Commander; S/Sgt. Jesse Aubin
Inuvik RCMP Detachment
Telephone: (867) 777-4957

Internal Distribution List:

Insp. Yannick Hamel - District OIC
Zach Lovely - “G” Division Business Strategies Manager

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, 2024
AT 7:00 PM IN COUNCIL CHAMBERS

Present: Wednesday

Mayor: Clarence Wood
Councillor: Deputy Mayor Alana Mero
Whitney Alexis
Ned Day
Tony Devlin
Jesse Harder
Natasha Kulikowski
Kurt Wainman

Absent:

Staff Present: Cynthia Pihlaja, Acting Senior Administrative Officer
Jenna MacNeil, Executive Administrative Coordinator
Daniel Dokunmu, Director of Infrastructure
Steve Krug, Director of Parks & Recreation
Brian Larman, Director of Protective Services (on Monday)

1) Call to order

Mayor Wood called the meeting to order at 7:00 pm.

2) Adoption of the agenda

Moved by Deputy Mayor Mero, seconded by Councillor Alexis:

MOTION: 136/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby adopts the agenda as presented.”**

Motion CARRIED

3) Declaration of conflict of interest or pecuniary interest

Councillor Devlin and Councillor Alexis declared conflict with item 9.3

4) Delegations, presentations, or petitions

4.1 Children First Center

Representatives from the society were present to provide an update on their operations, and introduce their new Executive Director, Nenad Brkljaca.

4.2 RCMP Report

Council noted the report.

5) Public question period

None.

6) Approval of Minutes

6.1 Minutes of the May 22nd, 2024, Council Meeting

Moved by Councillor Kulikowski, seconded by Councillor Mero:

MOTION: 137/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby adopts the minutes of the May 22, 2024, Council meeting as presented.”**

Motion CARRIED.

6.2 Minutes of the June 6th, 2024, Special Council Meeting

Moved by Councillor Mero, seconded by Councillor Devlin:

MOTION: 138/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby adopts the minutes of the June 6, 2024, special Council meeting as presented.”**

Motion CARRIED.

7) Action Items

Council noted the document.

8) New Business

8.1 RFCD 2024-058-SAO ~ Update to HR.012 paid days off for beneficiaries

Moved by Councillor Kulikowski, seconded by Deputy Mayor Mero:

MOTION: 139/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby approves of amending the Human Resources Policy HR.012 Article 201, to add April 22nd as a designated paid holiday for beneficiaries of the Gwich’in land**

claim agreement, and June 5th as a designated paid holiday for beneficiaries of the Inuvialuit final agreement.”

Motion REFFERED back to administration.

8.2 RFCD 2024-062-INF ~ Reallocate Capital Funding for Utilidor

Moved by Deputy Mayor Mero, seconded by Councillor Devlin:

MOTION: 140/06/24 **“BE IT RESOLVED THAT Inuvik Town Council grants approval for the reallocation of funds from the utilidor replacement project to be used for the replacement of the utilidor for the proposed hotel building at 133 Mackenzie Road.**

Motion CARRIED.

8.3 RFCD 2024-063-INF ~ Tender Award for Brushing and Clearing at Solar Array

Moved by Councillor Devlin, seconded by Deputy Mayor Mero:

MOTION: 141/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby awards the Brushing & Clearing tender contract to SkyTee Ventures Inc. for the tendered price of \$45,600.00.”**

Motion CARRIED.

8.4 RFCD 2024-064-SAO ~ Update to MG.001 Donation and Sponsorship Policy

Moved by Councillor Devlin, seconded by Councillor Day:

MOTION: 142/06/24 **"BE IT RESOLVED THAT the Inuvik Town Council adopts the changes to MG.001, the Donation and Sponsorship Policy, requiring applicants to provide proof of volunteer efforts.”**

Motion DEFEATED.

8.5 RFCD 2024-065-INF ~ Tender Award for Electric Fence

Moved by Councillor Wainman, seconded by Deputy Mayor Mero:

MOTION: 143/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby awards the electric fence and installation tender contract to Pheonix fence for the tendered price of \$175,612.05.”**

Motion CARRIED.

9) By-laws

9.1 RFCD 2024-SAO-054 ~ Salvaging By-law 2734/H&S/24

Moved by Councillor Kulikowski, seconded by Councillor Alexis:

MOTION: 144/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD READING to By-Law #2734/H&S/24, a by-law to amend the Scavenge by-law.”**

Motion CARRIED.

9.2 RFCD 2024-SAO-055 ~ Road Renaming by-law 2735/GEN/24

Moved by Councillor Devlin, seconded by Councillor Alexis:

MOTION: 145/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD READING to By-law # 2735/GEN/24 a by-law to amend the Road Naming by-law.”**

Motion CARRIED.

9.3 RFCD 2024-SAO-060 ~Dispose of by way of sale by-law 2736/LND/24

Moved by Councillor Kulikowski, seconded by Councillor Harder:

MOTION: 146/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD READING to By-Law #2736/LND/24, a by-law to dispose of real property by way of sale.”**

Motion CARRIED.

9.4 RFCD 2024-SAO-061 ~ Appoint MED Officer by-law2737/APP/24

Moved by Councillor Devlin, seconded by Councillor Kulikowski:

MOTION: 147/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby gives FIRST READING to By-law 2737/APP/24, a by-law to appoint a By-law Enforcement Officer.”**

Motion CARRIED.

Moved by Councillor Harder, seconded by Councillor Day:

MOTION: 148/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby gives SECOND READING to By-law 2737/APP/24, a by-law to appoint a By-law Enforcement Officer.”**

10) Directors Updates

Moved by Councillor Kulikowski, seconded by Councillor Alexis:

MOTION: 149/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby adopts the following staff reports as presented:
Item 10.1 – Economic Development and Tourism Report,
Item 10.2 – Protective Services Report,
Item 10.3 – Infrastructure Report,
Item 10.4 – Parks, Recreation, and Leisure Report, and
Item 10.5 – Senior Administrative Officers Report.”**

Motion CARRIED.

11) Information items

11.1 Strategic Priorities Chart

Council noted the document.

12) Council comments

Can be found on the corresponding YouTube link.

13) In camera items

Confidential Information - CTV Act, s.23 (3)(e)(h)

Regular Meeting

Moved by Deputy Mayor Mero, seconded by Councillor Alexis:

MOTION: 150/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby moves in camera at 7:45 p.m.”**

Motion CARRIED.

Moved by Councillor Alexis, seconded by Councillor Harder:

MOTION: 151/06/24 **“BE IT RESOLVED THAT Inuvik Town Council hereby moves out of camera at 8:52 p.m.”**

Motion CARRIED.

14) Adjournment

Moved by Councillor Harder:

**MOTION: 152/06/24 “BE IT RESOLVED THAT the Regular Council meeting
adjourns at 8:52 p.m.”**

Motion CARRIED.

Mayor

Senior Administrative Officer

ACTION ITEMS

July 8 and 10, 2024 COUNCIL MEETINGS

No.	ITEM	REQUIRED ACTION	ACTION TAKEN / ANTICIPATED COMPLETION DATE
1.	Acquire Commissioner Land	Obtain title to all commissioner land in the Municipal boundary	<p>Feb 9 – Request for letter of support sent to Minister of Environment and Climate Change</p> <p>May 17- Administration is investigating the status of this item.</p> <p>June 20- on June 5th a motion was passed in legislature municipal block land transfer to communities. We will continue to monitor the status of this and provide updates. We will continue to acquire commissioners land on an as needed basis.</p> <p>July 5, no update regarding the above motion</p> <p>At GTC's request, the Town is rescinding our request to acquire commissioners land at 3 Council Crescent as they stated they can manage this on their own.</p> <p>July 5, application has been rescinded</p>
2.	Blue bins	Currently, there is no map that identifies where future bins are placed.	June 20 -The blue bins have been built and are being placed. A map is forth coming
3.	Community Plan	Ministerial Approval	<p>June 20- we are awaiting editorial comments from the GTC to demonstrate that sufficient community consultation with indigenous stake holders has been given. Administration expects to have the document in office in the very near future. Once received this will go to third reading.</p> <p>July 5, still awaiting response from GTC</p>
4.	Policy revision for recognizing local land claim beneficiaries time off	Investigate to align with relevant GNWT HR policy	July 5 , updated Towns policy to align with GNWT's policy

REQUEST FOR COUNCIL DECISION

Meeting Dates: July 8 and 10, 2024

RFCD #: 2024-066-SAO

TOPIC

Contribution Agreement with the Government of the Northwest Territories for Operations and Maintenance Funding

BACKGROUND

Each year, the GNWT funds Operations & Maintenance through a contribution agreement. Due to the budget delay, the Department of Municipal and Community Affairs (MACA) issued a temporary agreement for April to June 2024, based on 2023 funding of \$899,333.00. With the new budget approved, an additional agreement of \$1,988,667.00 has been provided, which is \$199,000.00 more than the 2023 contribution. Council must now motion to approve this funding.

FINANCIAL IMPLICATIONS

With this increase in funding, Administration will be able to accommodate unanticipated expenditures and increases to stay within the approved interim budget.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

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

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

There are no other considerations or operational impacts.

OPTIONS

Council has three options:

1. Approve the contribution agreement as presented via motion
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 contribution agreement, the motion should be:

“BE IT RESOLVED THAT Inuvik Town Council hereby approves the Contribution Agreement with the Government of the Northwest Territories for Operations & Maintenance funding in the amount of \$1,988,667.00”

Signature – Cyndy Pihlaja, SAO



**CONTRIBUTION AGREEMENT
OPERATIONS AND MAINTENANCE**

This Contribution Agreement package includes:

Contribution Agreement for the Town of Inuvik

Schedule "A": Quarterly Report form

Instructions:

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

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

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

**CONTRIBUTION AGREEMENT
OPERATIONS AND MAINTENANCE**

THIS AGREEMENT made on April 1st, 2024

BETWEEN:

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

OF THE FIRST PART

AND:

Town of Inuvik
(the "Recipient")

OF THE SECOND PART

The Recipient is eligible to receive Operations and Maintenance ("O&M") funding under the Department of Municipal and Community Affairs' ("MACA") Operations and Maintenance Funding Policy Revised October 3, 2023 ("O&M Policy"). The GNWT has determined that the Recipient meets the criteria of the O&M Policy.

The Recipient was authorized by Council Bylaw no. _____ or dated _____ to enter into this Agreement.

The parties agree as follows:

O&M Funding

1. If the Recipient has:
 - (a) met all of its duties and obligations under a previous O&M funding agreement; and
 - (b) has disclosed all sources of funding, including those received in kind, respecting the O&M, the GNWT shall pay to the Recipient the total amount of One Million Nine hundred Eighty Eight Thousand, Six Hundred and Sixty Seven Dollars (\$1,988,667) (the "O&M Funds") in the amounts and on the dates as follows:

July 1, 2024	\$331,467
August 1, 2024	\$331,440
September 1, 2024	\$331,440
October 1, 2024	\$331,440
November 1, 2024	\$331,440
December 1, 2024	\$331,440

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

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

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

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

Use of O&M Funds

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

Term

5. This Agreement commences on **April 1, 2024** and terminates on **March 31, 2025** unless terminated in accordance with the provisions of this Agreement.

Financial accountability and reporting

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

Quarterly and Final Financial Reports

8. The Recipient shall:
 - (a) on each of July 31, 2024, October 31, 2024, January 31, 2025 and April 30, 2025, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
 - (a) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf, and any additional information requested by the GNWT.

Additional Reporting Information

9. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
10. The Recipient shall sign the required Consent to Release Information forms and shall allow the release of information about the Recipient to the Department of Municipal and Community Affairs by the following organizations:
 - (a) Arctic Energy Alliance;
 - (b) Local Government Administrators of the Northwest Territories; and

(c) Northwest Territories Association of Community Governments.

11. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the O&M.

Withholding or Reduction of Funds

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

Confidentiality

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

Liability and indemnification

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

Insurance

19. The Recipient shall, without limiting its obligations or liabilities in this Agreement, obtain, maintain and pay for during the term of this Agreement, the following insurance with limits not less than those shown:

(a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of bodily part or function, or property. Such insurance shall include but not be limited to the following terms and conditions:

- i. Blanket contractual liability;
- ii. Personal injury liability;
- iii. Medical payments;
- iv. Employee as additional insured*
- v. Broad form property damage;
- vi. Cross liability;
- vii. Contingent employers liability;
- viii. Products and completed operations liability*
- ix. Contractor's protective liability* and
- x. Non-owned automobile liability*

* WHERE APPLICABLE

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

(b) Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.

(c) All policies shall provide that thirty days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

Termination and Amendment

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

21. This Agreement may be amended at any time by the written consent of the parties.

Notices and Addresses

22. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:

- (a) immediately, if delivered in person;
- (b) one (1) day after transmittal, if sent electronically; or
- (c) ten (10) days after mailing, if sent by registered mail;

if sent to the following address:

if to the GNWT at: Dana Moran
Regional Superintendent
Inuvik Region
Municipal and Community Affairs

PO BOX 1740
INUVIK NT X0E 0T0

if to the Recipient at: His Worship Mayor Clarence Wood
Town of Inuvik
2 Firth Street
PO BOX 1160
INUVIK NT X0E 0T0

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

Dispute Resolution

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

Severability

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

General Terms and Conditions

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

signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

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

SIGNED on behalf of the Government of the Northwest on _____ (month) _____ (day), 20_____.

Dana Moran
Regional Superintendent, Inuvik Region
Municipal and Community Affairs

SIGNED on behalf of the Municipal Corporation on _____ (month) _____ (day), 20_____.

His Worship Mayor Clarence Wood
Town of Inuvik

Schedule "A"

Quarterly Report

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

REQUEST FOR COUNCIL DECISION

Meeting Dates: July 8 and 10, 2024

RFCD #: 2024-SAO-067

TOPIC

Contribution Agreement with the Government of the Northwest Territories for Water & Sewer Funding

BACKGROUND

Each year, the GNWT funds Water and Sewer expenditures through a contribution agreement. Due to the budget delay, the Department of Municipal and Community Affairs (MACA) issued a temporary agreement for April to June 2024, based on 2023 funding of \$461,667.00. With the new budget approved, an additional agreement of \$1,044,333.00 has been provided, which is \$121,000.00 more than the 2023 contribution. Council must now motion to approve this funding.

FINANCIAL IMPLICATIONS

With this increase in funding, Administration will be able to accommodate unanticipated expenditures and increases to stay within the approved interim budget.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

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

OTHER CONSIDERATIONS OR OPERATIONAL IMPACTS

There are no other considerations or operational impacts.

OPTIONS

Council has three options:

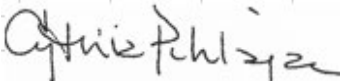
1. Approve the contribution agreement as presented via motion
2. Defeat the motion
3. Defer the item via motion with direction to Administration on how to proceed

RECOMMENDATION

Should Council wish to approve the contribution agreement, the motion should be:

“BE IT RESOLVED THAT Inuvik Town Council hereby approves the Contribution Agreement with the Government of the Northwest Territories for Water & Sewer Funding in the amount of \$1,044,333.00.”

Signature – Cyndy Pihlaja, SAO



**CONTRIBUTION AGREEMENT
WATER AND WASTE SERVICES**

This Contribution Agreement package includes:

Contribution Agreement for **Town of Inuvik**

Schedule "A": Quarterly Report form

Instructions:

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

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

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

**CONTRIBUTION AGREEMENT
WATER AND WASTE SERVICES FUNDING**

THIS AGREEMENT made on April 1st, 2024

BETWEEN:

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

OF THE FIRST PART

AND:

Town of Inuvik
(the "Recipient")

OF THE SECOND PART

The Recipient is eligible to receive Water and Waste Services ("WWS") funding under the Department of Municipal and Community Affairs' ("MACA") Water and Waste Services Funding Policy Revised October 3, 2023 ("WWS Policy"). The GNWT has determined that the Recipient meets the criteria of the WWS Policy.

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

The parties agree as follows:

WWS Funding

1. If the Recipient has:
 - (a) met all of its duties and obligations under a previous WWS funding agreement and
 - (b) has disclosed all sources of funding, including those received in kind, respecting the WWS, the GNWT shall pay to the Recipient the total amount of One Million Forty Four Thousand Three Hundred and Thirty Three Dollars (\$1,044,333) (the "WWS Funds") in the amounts and on the dates as follows:

July 1, 2024	\$174,083
August 1, 2024	\$174,050
September 1, 2024	\$174,050
October 1, 2024	\$174,083
November 1, 2024	\$174,083
December 1, 2024	\$174,083

2. The Recipient shall use the WWS funds to assist with the operational costs of providing water and waste services.
3. The Recipient acknowledges and agrees that payment by the GNWT of WWS Funds is subject to section 97 of the *Financial Administration Act*, S.N.W.T. 2015, c. 13 as amended, which states:

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

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

Term

5. This Agreement commences on **April 1, 2024** and terminates on **March 31, 2025**, unless terminated in accordance with the provisions of this Agreement.

Financial accountability and reporting

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

Quarterly and Final Financial Reports

8. The Recipient shall:
 - (a) on each of July 31, 2024, October 31, 2024, January 31, 2025 and April 30, 2025, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
 - (a) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf, and any additional information requested by the GNWT.
9. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
10. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the WWS.

Withholding or Reduction of Funds

11. The GNWT may withhold any part of the WWS Funds if, in the GNWT's opinion, the Recipient has not complied with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld WWS Funds when the Recipient is in compliance with this Agreement.
12. The GNWT may deduct from any payment of the WWS Funds or may require repayment of:

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

Confidentiality

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

Liability and indemnification

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

Insurance

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

- x. Non-owned automobile liability*
* WHERE APPLICABLE

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

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

Termination and Amendment

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

Notices and Addresses

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

if sent to the following address:

if to the GNWT at: Dana Moran
Regional Superintendent
Inuvik Region
Municipal and Community Affairs
PO BOX 1740
INUVIK NT X0E 0T0

if to the Recipient at: His Worship Mayor Clarence Wood
Town of Inuvik
2 Firth Street
PO Box 1160
INUVIK NT X0E 0T0

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

Dispute Resolution

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

Severability

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

General Terms and Conditions

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

signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

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

SIGNED on behalf of the Government of the Northwest on _____ (month) _____ (day), 20_____.

Dana Moran
Regional Superintendent, Inuvik Region
Municipal and Community Affairs

SIGNED on behalf of the Municipal Corporation on _____ (month) _____ (day), 20_____.

His Worship Mayor Clarence Wood
Town of Inuvik

Schedule "A"

Quarterly Report

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

REQUEST FOR COUNCIL DECISION

Meeting Dates: July 8 and 10, 2024

RFCD #: 2024-SAO-069

TOPIC

**Revised Amendment to Human Resource Policy HR.012
Recognition of Land Claim Agreement
Gwich'in Day and Inuvialuit Day**

BACKGROUND

In its efforts towards Truth and Reconciliation, The Town of Inuvik acknowledges the importance of local land claim agreements. As such, the Town provides up to one day of leave with pay per year to employees who are land claim beneficiaries to attend land claim celebrations in their community of residence. A beneficiary is defined as a person enrolled as a participant in a land claim pursuant to the terms and conditions of eligibility stated in the claim's final agreement.

For Gwich'in land claim beneficiaries, April 22nd is a local holiday marking the signing of their land claim agreement.

For Inuvialuit final agreement beneficiaries, June 5th is a local holiday marking the signing of their land claim agreement.

Historically, administration has granted leave to beneficiaries so they could celebrate these significant achievements with their respective communities. However, there was no clear direction or policy to address this leave.

It has been determined that to implement this leave appropriately, an amendment to the Human Resources Policy is required.

FINANCIAL IMPLICATIONS

There are no additional financial implications as this would be absorbed into the existing staffing budgets and the leave is limited to beneficiaries of the respective land claim agreements.

STRATEGIC PLAN OR PRIORITIES CHART IMPLICATIONS

While not on our Strategic Priorities Chart, this aligns with the Town's commitment toward Truth and Reconciliation actions.

OTHER CONSIDERATIONS OR OPERATIONAL PLAN

If approved, administration will make required changes to the policy and share an updated copy with all staff.

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 the policy amendment as presented, the motion should be:

“BE IT RESOLVED THAT Inuvik Town Council hereby approves of amending the Human Resources Policy HR.012 Article 201, to add designated paid holidays for beneficiaries of local land claim agreements. This includes the Gwich'in land claim agreement on April 22nd and the Inuvialuit Final Agreement on June 5th.”

Signature – Cyndy Pihlaja, SAO



*Town of Inuvik**Human Resources Policies and Procedures Manual*

17. An employee who is proceeding on vacation leave of at least five (5) working days shall be granted once in each calendar year, in addition to their vacation leave, travel time with pay for one (1) day at the commencement of their vacation leave, and one (1) day travel time at the termination of their vacation leave.
18. The provisions of this article do not apply to an employee who is on leave of absence without pay or is under suspension.
19. An employee's travel time entitlement will be granted within the established limit when at least five (5) days of vacation leave are liquidated in conjunction with an application for travel time.
20. An employee shall not be granted travel time under this article during their first six (6) months of employment with the Town.
21. Earned but unused travel time shall not be cumulative and shall not be carried over into future calendar years.

Article 203. Designated Paid Holidays**Purpose**

Employees are entitled to Designated Paid Holidays except as stipulated in this article.

Procedures

1. All employees shall be entitled to the following designated paid holidays at their regular rate of pay:
 - a) New Year's Day;
 - b) Good Friday;
 - c) Easter Monday;
 - d) Victoria Day;
 - e) National Indigenous Peoples Day;
 - f) Canada Day;
 - g) The first Monday in August;
 - h) Labour Day;
 - i) National Day of Truth and Reconciliation
 - j) Thanksgiving Day;
 - k) Remembrance Day;
 - l) ½ day (afternoon) December 24;
 - m) Christmas Day; and,
 - n) Boxing Day.

2. Where the Mayor of the Town proclaims a holiday for employees in support of a community function, the employees of the Town who are scheduled to report for work on that day shall be given time off with pay. If an employee is required to work, they shall be compensated at the overtime rate for time worked during the holiday hours.

Holiday Falling on a Day of Rest

3. When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest in accordance with the NWT *Employment Standards Act*.
4. When a designated paid holiday is moved to another day under the provisions of Clause 3:
 - a) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and,
 - b) Work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.
5. Should December 24th fall on a Saturday or Sunday, the employee will not be entitled to that half day of holiday on another date unless that employee was scheduled for work on the Saturday or Sunday.
6. When the Employer requires an employee to work on a designated paid holiday, as overtime, they shall be compensated one and one half (1 ½) times their hourly rate for the hours worked in addition to the pay that they would have been granted had they not worked on the holiday.
7. Where a designated paid holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.
8. The employee is entitled to take three (3) designated days of leave with pay between Christmas and New Years. These mandatory leave days do not carry over and cannot be transferred unless specifically designated by the Senior Administrative Officer. If, due to operational requirements as designated by the Senior Administrative Officer, an employee must work on these days, that employee is entitled to three (3) additional leave days which must be taken by September 30th of the following year.
9. An employee is not entitled to designated paid holiday pay while on:
 - a) Pregnancy leave;
 - b) Parental leave;
 - c) Compassionate leave;
 - d) Family Violence Leave exceeding 5 days;
 - e) Emergency Leave exceeding 14 days;

Revision 2 (July 10)

Town of Inuvik
Human Resources Policies and Procedures Manual

- f) Court Leaver exceeding 10 days;
- g) Reservist leave;
- h) Education Leave Without Pay; or
- i) Has otherwise not worked for the Town a total of at least 30 days in the last 12 months.

10. An employee who is absent without leave on the designated paid holiday, the working day immediately preceding the designated paid holiday, or the working day following the designated paid holiday is not eligible for designated holiday pay.

11. The Town acknowledges and honors the important cultural holidays of the Gwich'in and Inuvialuit People living in our community. Gwich'in and Inuvialuit beneficiaries employed by the Town will receive a day off on the anniversary of their respective land claim agreements—April 22nd for Gwich'in beneficiaries and June 5th for Inuvialuit beneficiaries. This day off is not considered a statutory holiday. If an employee is scheduled to work on this day, they are entitled to the day off. If they are not scheduled to work, they will not receive a day off in lieu.

Formatted: Normal, No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Article 204. Special Leave

Purpose

The Town of Inuvik provides Special Leave under certain circumstances as described in this article.

Procedures

1. An employee shall earn special leave credits up to a maximum thirty (30) days at the following rates:
 - a) One (1) day for each calendar month in which they received pay for at least ten (10) days, or
 - b) one half (1/2) day for each calendar month in which they received pay for less than ten (10) days.
2. As credits are used, they may be earned up to the maximum.
3. Newly hired employees shall be advanced five (5) days of special leave.
4. The Senior Administrative Officer shall grant to a full-time employee special leave with pay for a period of up to five (5) consecutive working days in the following circumstances:
 - a) When there is a death in the employee's immediate family; and,
 - b) When an employee is to be married.

Revision 1 (June 26)

Town of Inuvik
Human Resources Policies and Procedures Manual

- f) Court Leaver exceeding 10 days;
- g) Reservist leave;
- h) Education Leave Without Pay; or
- i) Has otherwise not worked for the Town a total of at least 30 days in the last 12 months.

10. An employee who is absent without leave on the designated paid holiday, the working day immediately preceding the designated paid holiday, or the working day following the designated paid holiday is not eligible for designated holiday pay.

11. The Town acknowledges and honors the significant cultural holidays of the Gwich'in and Inuvialuit People residing within our community. Employees who are Gwich'in and Inuvialuit beneficiaries employed with the Town will be granted a day off on the anniversary of the signing of their respective land claim agreements—April 22nd for Gwich'in beneficiaries and June 5th for Inuvialuit beneficiaries. If these dates coincide with a scheduled day off, the following workday will be provided as a compensatory day off.

Formatted: Normal, No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Article 204. Special Leave

Purpose

The Town of Inuvik provides Special Leave under certain circumstances as described in this article.

Procedures

1. An employee shall earn special leave credits up to a maximum thirty (30) days at the following rates:
 - a) One (1) day for each calendar month in which they received pay for at least ten (10) days, or
 - b) one half (1/2) day for each calendar month in which they received pay for less than ten (10) days.
2. As credits are used, they may be earned up to the maximum.
3. Newly hired employees shall be advanced five (5) days of special leave.
4. The Senior Administrative Officer shall grant to a full-time employee special leave with pay for a period of up to five (5) consecutive working days in the following circumstances:
 - a) When there is a death in the employee's immediate family; and,
 - b) When an employee is to be married.

REQUEST FOR COUNCIL DECISION

Meeting Dates: July 8 and 10, 2024

RFCD #: 2024-SAO-068

TOPIC

3rd Reading of

By-law 2737/APP/24 ~ To Appoint a By-law Enforcement Officer

BACKGROUND

Stephane Villeneuve has been hired as a Municipal Enforcement Peace Officer to fill a term position in the Protective Services Department.

In accordance with the Cities, Towns, and Villages Act, the Town is required to appoint its By-law Enforcement Officers through a by-law. A draft by-law to appoint Mr. Villeneuve is attached for your review and consideration.

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

There are no other considerations or operational impacts.

OPTIONS

Council has two options:

1. Give third reading to the attached by-law
2. Defeat the motion

RECOMMENDATION

“BE IT RESOLVED THAT Inuvik Town Council hereby gives THIRD READING to By-law 2737/APP/24, a by-law to appoint a By-law Enforcement Officer.”

Signature – Cynthia Pihlaja, SAO



A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE NORTHWEST TERRITORIES TO APPOINT A BY-LAW ENFORCEMENT OFFICER.

PURSUANT to the Cities, Towns and Villages Act, S.N.W.T. 2003, C.22 as amended

AND WHEREAS it is in the best interest of the Municipal Corporation of the Town of Inuvik that a By-law Enforcement Officer be appointed to enforce the by-laws of the Municipal Corporation of the Town of Inuvik, with the Council of the Corporation regulating and defining their duties and powers;

NOW THEREFORE BE IT RESOLVED that the Council of the Municipal Corporation in the Northwest Territories, at a duly constituted session, enacts as follows:

1.0 SHORT TITLE

1.1 This by-law may be cited as the “By-law Enforcement Officer By-law.”

2.0 DEFINITIONS

2.1 In this by-law:

- a) “**Council**” means the Council of the Municipal Corporation of the Town of Inuvik in the Northwest Territories.
- b) “**Town**” means the Municipal Corporation of the Town of Inuvik in the Northwest Territories.
- c) “**By-law Enforcement Officer**” means a Municipal Enforcement Peace Officer appointed under this by-law.
- d) “**Senior Administrative Officer**” means the Senior Administrative Officer of the Town of Inuvik.
- e) “**Mayor**” means the elected Mayor of the Town of Inuvik.

3.0 BY-LAW ENFORCEMENT OFFICERS

3.1 STEPHANE VILLENEUVE is hereby appointed to the position of By-law Enforcement Officer.

4.0 DUTIES

4.1 The By-law Enforcement Officer, under the direction of the Director of Protective Services, shall:

(a) conduct patrols, investigations, and inquiries on behalf of the Town; shall give a written report to the Mayor and Council on a regular basis; and shall appear before Council when requested.

(b) encourage and ensure the due observance of the provisions of Town by-laws and generally assist the officers of the Town in the administration of such provisions.

(c) perform such other related duties as designated by the Mayor, Council and Senior Administrative Officer.

5.0 OATH

5.1 Before assuming the duties of their office, the By-law Enforcement Officer shall subscribe and affirm or swear an oath as follows:

I, STEPHANE VILLENEUVE, do solemnly and conscientiously promise and swear that I shall, without fear, favor or partiality, and in good conscience, with all loyalty to the Town of Inuvik, discharge with all diligence and discretion, the functions and duties pertaining to the office of By-law Enforcement Officer and in all matters and at all times to conduct myself in a proper and lawful manner.

Stephane Villeneuve
By-law Enforcement Officer

Commissioner of Oaths

6.0 IDENTIFICATION

6.1 The Senior Administrative Officer shall cause a suitable warrant of identity to be issued to the person for the tenure of their office as By-law Enforcement Officer under the by-law.

6.2 A warrant of identity shall state the name of the person entitled thereto, their title, weight, hair colour, eye colour and the date of their appointment under this by-law.

6.3 The By-law Enforcement Officer shall always have available on their person the warrant of identity issued to them under this by-law and shall produce it to any person in the course of their duties, upon reasonable request, for inspection.

6.4 A warrant of identification issued under this by-law remains the property of the Town and shall be surrendered to the Senior Administrative Officer upon termination of the office of By-law Enforcement Officer.

7.0 COMING INTO FORCE

7.1 This by-law shall take force and effect upon its final passage.

READ A FIRST TIME THIS 26th DAY OF JUNE, 2024 A.D.

READ A SECOND TIME THIS 26th DAY OF JUNE, 2024 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS 10th DAY OF JULY 2024 A.D.

MAYOR

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

SENIOR ADMINISTRATIVE OFFICER

STRATEGIC PRIORITIES CHART	
June 2024	
COUNCIL PRIORITIES (Council & SAO)	
NOW 1. TRIPARTITE LEADERSHIP TABLE: 2. ABANDONED/UNSIGHTLY PROPERTY 3. COLD TESTING OPPORTUNITIES: Working Group 4. BOAT LAUNCH ENHANCEMENT PLAN INITIALIZATION 5. VOLUNTEER STRATEGY	TIMELINE October September September October July
NEXT <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 	ADVOCACY/PARTNERSHIP <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 1. TRIPARTITE LEADERS: Meeting – 2. Water Treatment Plant Land <ul style="list-style-type: none"> • 	FINANCE & ADMINISTRATION 1. Cloud-based record storage (financial) – July 2. Cross-Training Program <ul style="list-style-type: none"> • E-Service Portal: Launch
ECONOMIC DEVELOPMENT & TOURISM 1. COLD TESTING: Working Group 2. Small business survey 3. Climate change positioning strategy An economic Development and marketing strategy will be conducted by the end of 2024/2025	PROTECTIVE SERVICES 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
PARKS, RECREATION & LEISURE SERVICES 1. MSC INSPECTION SCHEDULE IMPLEMENTATION- DECEMBER 2. ONLINE BOOKING: SOFTWARE SELECTION – OCTOBER -NOVEMBER 3. HELMET POLICY – SEPTEMBER <ul style="list-style-type: none"> • Summer Camp • Staff Training • Fun Run • Canada Day • Arena Score Board and Sound System 	CAPITAL - Waste Site Fencing: Construction – October - Breynat Road Upgrade: Phase 1 Construction - October - Lagoon Dike Rehabilitation: Tender – June New Sub-division Development - December PUBLIC WORKS/MSC 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; <i>Italics</i> = Advocacy; Regular Title Case = Operational Strategies	

- Deleted: September
- Deleted: <#>Human Resources Policy: Roll-out – June
- Deleted: <#>Council Proceedings Bylaw: Revisions
Council Indemnity Review
Lottery Regulations: Update