

Agenda Town of Faro Regular Council Meeting March 4, 2025, at 7:00 p.m. Council Chambers

- 1. CALL TO ORDER
- 2. ADOPTION OF AGENDA
 - 2.1 Council Meeting Agenda

3. DELEGATIONS & HEARINGS

- 3.1 RCMP Report
- 3.2 Chris Potvin re Roman Catholic Diocese of Whitehorse
- 4. BUSINESS ARISING FROM DELEGATIONS & HEARINGS
 4.1 Development Permit Roman Catholic Diocese of Whitehorse
- 5. ADOPTION OF MINUTES 5.1 Minutes of the February 18, 2025, Regular Meeting of Council

6. BUSINESS ARISING FROM MINUTES

- 7. FINANCIAL
 - 7.1 Finance Report

8. REPORTS

- 8.1 Mayor's Report
- 8.2 Council Reports
- 8.3 Administration's Reports
 - 8.3.1. Chief Administrative Officer
 - 8.3.2. Operations Manager
 - 8.3.3. Manager of Recreation and Culture
- 9. BYLAWS 9.1 Bylaw 2025-01 – Water & Sewer Bylaw

10. UNFINISHED BUSINESS

- **11. NEW BUSINESS**
 - 11.1 Special Request during Residential Lot Development
- 12. CORRESPONDENCE FOR INFORMATION (OUT & IN) 12.1
- **13. PUBLIC QUESTION PERIOD**
- 14. IN-CAMERA Legal Matter
- **15. ADJOURNMENT**



Town of Faro Memorandum

To: Mayor & Council

From: Larry Baran, CAO

March 4, 2025

Re: Development Permit – Roman Catholic Diocese of Whitehorse

As initially reviewed at the February 18th Regular Council Meeting, the Roman Catholic Diocese of Whitehorse is proposing the demolish the existing church in Faro and build a new structure for worship in the community.

While this Development Permit application can be approved on its' own, as it meets the Zoning Bylaw restrictions, the challenge that the Diocese faces is the tipping fee cost associated with the demolition materials.

To reduce this cost, they have proposed burning the old structure in place, thereby reducing the volume of materials that would need to be landfilled. (*please reference the letter*, *proposed demo process*, & *photos included in the previous Council Meeting Package*)

At the previous Meeting, Council asked the contractor for the Roman Catholic Diocese of Whitehorse, Mr Chris Potvin, to attend the March 4th Regular Council Meeting in person to provide more of an explanation and more details.

Suggested Motion of Council:

If Council supports this recommendation, a proposed Motion of Council might be worded as follows:

Resolution #_____

That Council _____

Moved: _____

Seconded: ______ Any discussion? All in Favour? Any Opposed? Carried/Defeated



Town of Faro Regular Meeting Minutes February 18, 2025, at 7:00 p.m. Council Chambers

PRESENT:

Mavor

Councillors

Jack Bowers Gary Jones Michelle Vainio Wendy Michell-Larocque Neil Yee Chief Adm Officer GM, Finance Ops Manager Mgr Rec & Culture Executive Assistant Larry Baran Lenka Kazda Paul Medvid (excused) Tracy Sawicki

Delegations: Catherine Peeling, Seniors' Carpet Bowling

Public Present: 10 Public on Zoom: 2

1. CALL TO ORDER

Mayor Bowers called the meeting to order at 7:05 p.m.

2. ADOPTION OF AGENDA

Resolution 25-035 THAT the agenda for the February 18, 2025, Meeting of Council be adopted as amended. Item 9.1 Bylaw 2025-01 was tabled to the March 4, 2025 Regular Council Meeting

Carried

3. DELEGATION

Resolution 25-036 Michell-Larocque/Jones THAT Council do now move into Committee of the Whole to hear from the delegations Carried

Catherine Peeling reviewed her request for a Community Lottery fund grant on behalf of Seniors' Carpet Bowling.

Resolution 25-037

THAT Council do now revert into Regular Meeting of Council.

4. BUSINESS ARISING FROM DELEGATION

NOTE: Councillor Michelle Vainio noted that she is an active member of the Seniors Carpet Bowling, therefore she would abstain from voting on this topic.

Resolution 25-038

ion 25-038 THAT Council approve the Community Lottery Grant application for the amount of \$2,688.00 to the Seniors' Carpet Bowling.

Jones/Yee

Carried

5. ADOPTION OF MINUTES

Resolution 25-039

Vainio/Jones THAT The minutes of the February 4, 2025, Regular Meeting of Council be adopted as Carried presented.

6. BUSINESS ARISING FROM MINUTES

Nothing Presented.

7. FINANCIAL

Michell-Larocque/Jones Resolution 25-040 THAT Council receive for information the Finance Officer's report, including the Payment Register Summary and acknowledge the Cheque Register for the period January 30 - February Carried 12, 2025.

8. REPORTS

8.1 Mayor's Report

Mayor Bowers provided an oral Report, adding that a Council Team-building workshop was held that afternoon. In additional, he provided a short report on the current CAO recruitment process.

8.2 Council Reports

Councillor Michell-Larocque commented that she appreciated the afternoon Council workshop.

Councillor Yee noted that he found the workshop useful.

Councillor Jones agreed that the Council workshop was useful.

Councillor Vainio concurred with the workshop comments, and discussed the Yukon Arctic Ultra race ending in Faro. She also noted that she attended a meeting with ARAS & the CAO regarding the Pre-Feasibility Study underway regarding a Regional Arts Centre concept. She added that there is a community engagement session planned in March. She also asked that Council consider ways to encourage community members to form an Inter-Agency Committee. She also asked that Council consider adding the topic of Cyber-Security to the AYC Conference. She added that, at Mayor Bowers request, she would be attending the Chiefs & Mayors Forum as Deputy Mayor.

Resolution 25-041

Jones/Vainio

THAT Council request Cyber Security Insurance to be added to AYC meeting in April 2025. Carried

Resolution 25-042

Jones/Yee

THAT Council do wish to reinstate the Inter-Agency Committee in Faro and will reach out to other agencies such as RCMP, Health Centre & School to find out if there is interest.

Carried

8.3 Administration's Reports

Chief Administrative Officer 8.3.1

CAO Baran summarized his written Report and responded to questions by Council.

8.3.2 Operations Manager

Minutes of February 18, 2025, Regular Meeting of Council

Minutes of February 18, 2025, Regular Meeting of Council

Carried

Carried

Vainio/Jones THAT Council do now move into Committee of the Whole to hear from the delegations

After general discussion about various options for demolition process of the Old Catholic Church, it was suggested that the topic be tabled to the next Council meeting.

Resolution 25-044 THAT Council do now revert into Regular Meeting of Council.

11.2 Request to Waive Recreation Centre Rental Fees

Resolution 25-045

Jones/Yee THAT Council agrees to support Ms Kitty Sperling by providing the Community Services Building Meeting Room without charge to provide income tax services to Faro community members. Carried

12. CORRESPONDENCE FOR INFORMATION (OUT & IN)

12.1 Letter to Premier Pillai re Invitation to visit Faro

13. PUBLIC QUESTION PERIOD

Resolution 25-046

Committee in Faro.

THAT Council do now move into Committee of the Whole for public questions.

Council responded to questions and comments from the gallery, including how to develop an Inter-Agency

Carried

Page 3 of 4 Item 5.1

Manager Medvid summarized his written Report and responded to questions by Council. Councillor Vainio expressed her appreciation to Manager Medvid and Public Works Adam Minder for the recent tour of facilities that they provided to Council as it was most useful.

9. BYLAWS

Nothing Presented.

10. UNFINISHED BUSINESS

10.1 Code of Conduct - Schedule "A" - Statement of Code of Ethics and Conduct

Mayor Bowers circulated the Statement of Code of Ethics and Conduct for members of Council to sign so that it could posted in the Council Chambers. Councillor Yee declined to sign the document at this time.

11. NEW BUSINESS

11.1 Development Permit – Roman Catholic Diocese of Whitehorse

Mayor Bowers noted that representatives from the Roman Catholic Diocese of Whitehorse were supposed to join the meeting via ZOOM, however they were unable to do so. He noted that there are people in the Gallery who could speak to the topic and asked if Council would object to moving into Committee of the Whole.

Resolution 25-043

Vainio/Jones

Jones/Yee

Resolution 25-047 THAT Council do now revert into Regular Meeting of Council.	Jones/Michell-Larocque
14. IN CAMERA	Carried
Resolution 25-048 THAT Council do now recess and reconvene in-camera.	Jones/Michell-Larocque
	Carried
In Camera discussion re: legal & human resource matters	
Resolution 25-049	Michell-Larocque/Jones
THAT Council do now revert into Regular Meeting of Council.	Carried
15. ADJOURNMENT	
Resolution 25-050 THAT the February 18, 2025, Regular Meeting of Council be a	Michell-Larocque/Yee
	Carried

Approved at the Regular Meeting of Council held on _____ by Resolution # 24-___

Jack Bowers, Mayor

Larry Baran, CAO



TOWN OF FARO MEMORANDUM

To:	Mayor & Council, CAO
Date:	February 26, 2025
From:	Lenka Kazda, General Manager, Finance
Re:	Report to Council Meeting March 4, 2025

CRA corrected their software error on Web Forms and T4 slips and T4 Summary were filed for both payroll accounts.

Annual WCB report was also completed.

Letters were mailed to 13 property owners with outstanding w/s/r accounts to advise them that unless the balance is paid before March 31st, 2025, the amounts will be transferred to property taxes and will appear on 2025 Property Tax Notice.

Payroll:

02/19/2025	Town Employees	\$ 37,014.77	February 3 - 16, 2025 Pay Period
02/19/2025	Firefighters' Honoraria	\$ 1,390.43	January 1 - 31, 2025 Pay Period

Payment Register Summary February 13 - 26, 2025

Administration	12,756.16
Environmental Services	3,616.18
Fire Dept	125.00
Professional Fees & Remittance	32,597.41
PW and Gardening	23,935.17
Recreation and CRIC	2,474.86
Utilities	10,500.39
Total	86,005.17

Resolution: 24-____

THAT Council receive for information the Finance Manager's report, including the Payment Register Summary and acknowledge the Cheque Register for the period February 13 - 26, 2025.

Moved: _____ Seconded: _____ <u>Any discussion?</u> <u>All in Favour?</u> <u>Carried/Defeated</u>



TOWN OF FARO MEMORANDUM

To		Mayo	or &	Council
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March 4, 2025

From: Larry Baran, CAO

Re: CAOs Report to Council

As Council reviews my current CAOs Report, if you have any questions, I will be happy to provide more information.

Special Thanks to Kieth Austin

Before I get into my report to Council, I want to call attention to the fact that Kieth Austin has a birthday today (March 4, 2025) and, in 2025, I have been told that Kieth will have been a volunteer on the Faro Volunteer Fire Department for 40 years. Most long-term Faro residents know that Kieth Austin ALSO has a history of long service as a trusted Public Works employee. Even after Kieth has tried to retire, more than one Operations Manager has called Kieth with questions about where a certain valve is buried or with the leading question: "*I know you're retired, but can you work a few shifts for us?*" And, to his credit, Kieth has always been there to support the staff of the Town of Faro. Next time you see Kieth, please tell that you appreciate his long & valuable service to the residents of Faro.

Chiefs & Mayors Forum – February 19th

This recent meeting was held at the Whitehorse Sternwheeler Conference Centre, with 33 people attending in various capacities. I thank Councillor Michelle Vainio, for attending in her capacity as Deputy Mayor. I expect that she will provide a more detailed report, but I do want to compliment the AYC for instituting these meetings, starting in 2023, and I am pleased to see the range of topics and the depth of the discussion.

One topic that was discussed at length was the matter of Boundary Expansion. NND Chief, Dawna Hope, from Mayo noted (and I shall always remember) that YG often focuses on Yukon's abundant mineral resources, but the issue of Boundary Expansion is an opportunity to focus on, and develop, <u>community</u> resources. By working to break down some of the legislative barriers that have been created by separating the 1st Nations and non-1st Nations communities, she believes that the Yukon and Canada will benefit as a whole.

BTW: I will also leave it to Councillor Vainio to explain the Surprise Guest who also dropped by.

Civic Addressing

One of the topics discussed at the recent Chiefs & Mayors Forum was the need for all communities, whether incorporated or not, to complete Civic Addressing in support of the needed 9-1-1 Services implementation in the Yukon. Faro's Civic Addressing project was initially headed by our previous Executive Assistant, but progress ceased after she left the Yukon. Sadly, at almost the same time, the YG counterpart retired, so progress ceased for a while. At the recent Forum, Samantha Crosby, Director of Community Affairs, introduced the new GeoMatics staff person assigned to work with Yukon communities. I have since contacted Community Affairs to

introduce our new Executive Assistant, Tracy Sawicki, and re-start Faro's civic addressing completion, and our first virtual meeting is scheduled for March 6th.

Interestingly, when I came to Fox Creek, Alberta to be Town Manager (over 25 years ago), I had the task of resolving their outstanding civic address issues. It took over 2 years to resolve all issues, but I was told that Fox Creek was the penultimate (2nd to the last) community in Alberta to bring in 9-1-1 Services.

WCB – Site Inspections

An OH&S inspection of the Faro Fire Hall was conducted on February 27th and Fire Chief Adam Minder accompanied the inspector, along with Operations Manager Paul Medvid, to ensure that any recommendations that needed immediate attention could be acted upon. Apparently, the inspection went well, and we can expect the final report in the near future.

Community Emergency Management Plan – Tabletop Exercise

Faro plans to host another tabletop exercise in March, and I will soon be reminding people on my Email Distribution List about the date and time. I encourage all Council to attend this session because, in a serious event, Faro would need to implement the Plan and follow processes as outlined in the *Civil Emergency Measures Act* and the Municipal Civil Emergency Bylaw.

Council should also be aware that, due to the poor air quality in Faro during last summers' wildfire season, I have contacted Yukon EMO to reserve some air filtration systems for the community. These units are available on loan and, while the larger units are meant for community buildings (like the Sportman's Lounge in the Recreation Centre), the smaller units are meant for residential use for people who may have limited mobility. I have requested 1 large unit, and 2 smaller units.

Workshop Budget Meetings

The 2025 Budget Workshops are underway, and I will ask Mayor Bowers to provide a report to the community on the current progress.

Recruiting of New CAO

I have requested not to be part of the recruitment process, so I will ask that recruitment reports to be provided by Council. At Mayor Bowers suggestion, in hopes of assisting in the transition of the next CAO, I have begun developing a Transition Information Report for the next CAO. This report will provide a brief background on the various projects, tasks, or assignments that are currently underway. I will note that my last day as CAO for Faro will be April 30th.

Strategic Planning Session

It is always preferable for Council to complete a Strategic Planning exercise *before* Council gets too deep into budgeting. Later in 2025, however, Council will need to revisit the 2022-2027 Strategic Plan and, by reviewing and updating a new Strategic Plan, this Council will be better prepared for achieving YOUR goals and objectives for 2026 and beyond.

Housing Accelerator Fund (HAF) – Second Round Announcements

The Town of Faro is working with CMHC on an Action Plan as part of a Housing Accelerator Fund (HAF) application. The HAF is a federal program administered by CMHC that provides funding to local authorities, such as Faro, to incentivize & support initiatives that accelerate the development of housing. To be eligible for this funding, the Faro is moving forward quickly with our actions, including updating our Zoning Bylaw, downtown market housing incentives, & affordable housing incentives.

New Zoning Bylaw

As Council has been previously advised, with the recent approval of the 2024 Official Community Plan, the Town must now initiate and complete a Zoning Bylaw review and update. I think that Council <u>wisely</u> commissioned Elevator Yukon to complete this project because they are so thoroughly familiar with our OCP and some of the goals and objectives that were proposed in the OCP process ... whether included in the final product or not. I am working with Jordan to set up an initial planning meeting to create an outline and calendar for the project, and we should be able to provide confirmation about the proposed project schedule at the next Council Meeting.

New Water & Sewer Bylaw

I want to thank everyone who recently provided comments after their review of the bylaw so that we could bring it to the March 4th Regular Council Meeting for 2nd Reading. I also want to thank Lenka & Paul for assisting me in ensuring those concerns were addressed. I will be pleased to have this bylaw completed because, when I first worked in Faro (2004/2006), this was one of the bylaws that we recognized as needing to be revisited and updated.

Website Training

Working with the website provider, we have coordinated self-directed on-line training for staff in Administration and Recreation. This will become available in February and hopefully address some of our issues of keeping our website up-to-date and providing more current information for the community.

Anvil Range Arts Society (ARAS) – Regional Arts Centre Pre-Feasibility Study

Elevator Yukon has been assisting ARAS and the Town of Faro with developing a study that will determine (a) whether a Regional Arts Centre is possible in Faro and, (b) how it could be self-financing. Jordan Stackhouse held a virtual meeting with the ARAS executive and the CAO on February 10th to review information collected to-date, and ARAS has tentatively set Monday, March 24th for a community meeting to review more information. Then, based on the information collected after that meeting, Elevator Yukon plans to have a report by mid-April, with recommendations on whether or not it is recommended to move forward to the next phase of developing a Feasibility Study & Business Plan.

AYC Board Meeting in March

The AYC will hold a virtual meeting for CAOs (March 7th) and Board Members (March 8th). The question was asked whether other Council members can attend the Saturday Board session, and there is no issue, although only the appointed Board Member can vote. I can set up the Council Chambers for the Saturday session, if needed.

AYC Conference & AGM in April

As I will not be attending, I will ask Council to provide reports about these sessions at future Council Meetings.

Land: Faro Golf Club – Subdivision of Property

Nothing new to report

Land: Lot 42 (Murray Hampton Park)

Nothing new to report

Recreation Centre Kitchen Project

While initial demolition was supposed to begin shortly after Christmas, it was delayed due to the Yukon Quest and Yukon Arctic Ultra activities. The demolition phase has since begun. A more detailed electrical assessment was carried out in January, though, with remedial work beginning in

February, along with some HVAC investigation. This project represents the 1st phase of a multiyear initiative, with much of the initial work to be completed by our own forces.

Regional Waste Management Agreement (RWMA)

Negotiations between the Town and YG were not successful in 2024. The Town is not like other Yukon communities in that other communities have their landfills situated on YG Leased land. Only Faro and the Whitehorse have landfills situated on municipal property, therefore the RWMA for Faro & YG must be different. The other communities were able to develop & sign interim agreements that expire later this year, so everyone is back at the negotiating table again.

Other Projects in 2025

While the following topics are still being monitored and considered active, Administration has nothing new to report at this time.

- 1. Canada Community-Building Fund (CCBF)
- 2. Phase 2 Infrastructure Work
- 3. Small Communities Fund (2016) Landfill Projects
- 4. Faro Search & Rescue
- 5. Mitchell Industrial Development (New Industrial Subdivision for Faro)
- 6. Adaptive Management Plan (AMP) for Faro
- 7. Land: Expansion of Current Landfill Property
- 8. New Country-Residential Subdivision for Faro
- 9. YG Land Leases Arboretum
- 10. YG Land Leases Ski Chalet
- 11. Bylaws Property Maintenance Bylaw (2017-09)
- 12. Policies New Council Purchasing Policy
- 13. Recreation Centre Agreements for Temporary Storage Space
- 14. Animal Shelter
- 15. Asset Management System (AMS)
- 16. Proposed Pilot Training Flight School in Faro
- 17. Recovery of Properties
- 18. Yukon Housing Corporation (YHC) Housing Needs Assessment
- 19. Town-Owned Property (Council Direction Required)

CAOs Administration Calendar (incl Mayor & Council meeting dates & times)

- Mar 03 First Review Date for CAO Position submissions
- Mar 04 Regular Council Meeting
- Mar 05 Circuit Court in Faro
- Mar 06 Virtual Meeting w GeoMatics re Civic Addressing
- Mar 07 AYC Administrators Forum (*ZOOM meeting for CAOs*)
- Mar 08 AYC March Board Meeting (ZOOM meeting)
- Mar 10-21 Faro Spring Break
- Mar 11 Council Budget Workshop
- Mar 15 Community Ice Fishing Derby *(Fisheye Lake)*
- Mar 18 Regular Council Meeting
- Mar 24 ARAS Community Meeting re Regional Arts Centre Feasibility
- Mar 26 Council Workshop Bylaw 2024-03 Review
- Mar 27 Community Emergency Management Plan Tabletop Exercise
- Apr 01 Regular Council Meeting
- Apr 15 Regular Council Meeting
 - (NOTE: 2025 Budgets MUST be passed no later than this date)

	Apr 24 Apr 25 & 26 Apr 27 Apr 30 May 01 May 02-04	Quarterly Housing Accelerator Fund (HAF) Review Date Good Friday – Office Closed Easter Monday – Office Closed AYC Administrators' Forum(CAO – Haines Junction) AYC Conference (Council & CAO – Haines Junction) AYC Board Meeting (Council & CAO – Haines Junction) Circuit Court in Faro First Review Date for Sale of Lot 258 Crane & Sheep Festival 2025 weekend
-	May 04-10	National Emergency Preparedness Week
2	May 06 May 15	Regular Council Meeting Joint Health & Safety Committee Meeting
0e	May 19	Victoria Day – Office Closed
	May 20	Regular Council Meeting
		Degular Council Masting
-	Jun 03 Jun 10-12	Regular Council Meeting Faro Mine Remediation Project Regulatory Working Group
		(Effluent Quality Standards and the Remediation Plan Design)
(=)	Jun 17	Regular Council Meeting
-	Jun 19	Joint Health & Safety Committee Meeting
	Jun 21	National Indigenous Peoples Day (Saturday)
:=: :=:	Jun 23 Jun 25	In Lieu of National Indigenous Peoples Day - Office Closed Circuit Court in Faro
-	Juli 25	
	Jul 01	Canada Day - Office Closed
		Regular Council Meeting
-	Jul 22	Regular Council Meeting
-	Aug 12	Regular Council Meeting
<u>_</u>	Aug 18	Discovery Day - Office Closed
-	Aug 20	Circuit Court in Faro
	6 01	
¥ 	Sep 01	Labour Day - Office Closed
0	Sep 02 Sep 16	Regular Council Meeting Regular Council Meeting
-	Sep 30	National Day for Truth and Reconciliation - Office Closed
4)		
=	Oct 07	Regular Council Meeting
-	Oct 13	Thanksgiving Day - Office Closed
	Oct 15	Circuit Court in Faro
-	Oct 21	Regular Council Meeting
	Nov 04	Regular Council Meeting
3 5 3	Nov 11	Remembrance Day - Office Closed
-	Nov 18	Regular Council Meeting
	Dec 02	Regular Council Mactine
5.85 	Dec 02 Dec 16	Regular Council Meeting
2	Dec 25	Regular Council Meeting Christmas Day - Office Closed
-	Dec 26	Boxing Day - Office Closed
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Town of Faro MEMORANDUM

To: Mayor & Council

Feb.28, 2025

From: Paul Medvid, Operations Manager

Re: PW Report to Council for March 04, 2025

Landfill – Please do not put metals, E-waste, and Hazardous Waste into our Hyd-A-Way Bins around town. All these items are free to dispose of at our landfill. Items such as fluorescent bulbs, oil jugs with oil or oil residue, and any e-waste such as vacuums, old DVD players, or anything with electrical connection, is considered E-waste. Please stop in and talk with our friendly landfill operator (Francois) and he will be able to direct you to the proper locations for disposal. If he happens to be away fulfilling his bylaw role, metal goes in the metal pile, old oil goes into the white tank next to the Hazardous waste shack, oil filters, batteries, fluorescent lights, and anything hazardous can be put in the hazardous waste shack next to the Landfill Office.

The new LED lighting has now been installed in the landfill office, along with rebuilt plumbing and minor electrical upgrades. The electronic gates are now installed and functioning properly which will allow the removal of the old steel gates in the Spring.

- **Roads** Snow removal remains ongoing, and we would like to remind Council and the public to avoid parking on thoroughfares during snow events. As we have accumulated volume throughout the first half of winter, we will begin removing some of the piles that are staged in various areas. Sanding of travel zones will continue as well to ensure safe access & egress around town. We have also begun clearing ditches and tramming snow in an effort to reduce snow volume and this will occur once more before Spring thaw hits. The street sweeper that the Town purchased last season will be arriving the first week of March and we look forward to utilizing this equipment.
- **Wells** Well #6 is functioning very well and is providing exceptional water quality and quantity. One final trench and cable run remain unfinished along with reinstatement of the protective fencing around Well House 1, but this work will be completed in the Spring. The well is protected via locked cage for the winter season, however once the earth works has settled out and been brought to final grade, the shack can be built. We are working closely with EHS to provide the highest quality of water to the residents.
- **Property Development** The Mitchell Rd industrial infrastructure work will begin in the spring after survey verification of Right of Way to build the road and begin service installation.
- Pumphouse 3 Backup Generator The generator and ATS (auto transfer switch) have now arrived in Edmonton and will be travelling to Faro during the first week of March along with all related contactors and hardware. We were able to realize substantial savings on the transportation costs as we were able to bring these units up on the same load as the street

sweeper. With Yukon Energy's assistance, we still need to step down the transformers to prevent over voltage issues in the future. Warmer temperatures and longer daylight hours will assist with the next phase which will include heating and hording the concrete pads in order to epoxy in the anchors.

FireSmart – Crews had completed the 2024 FireSmart program and it went very well. The trail upgrades are not only functional but vastly increase the safety of our community in the event of wildfire. We have recently learned that Faro was one of only a small number of communities that fully utilized the available funding, and that more funding is now available. This funding allows us to almost double the duration of this very beneficial program. Saturday, May 03, 2025 is Wildfire Community Preparedness Day, and we plan to have a table set up at the Crane & Sheep Festival where we can discuss and further educate and inform people on the FireSmart programs and wildfire safety. Administration was able to successfully apply for the 2025 Wildfire Community Preparedness Grant to make this possible.

Upcoming immediate projects not mentioned -

- We are continuing various internal safety and operational audits of our infrastructure and our process and will be looking at best management practices associated with the activities or tasks we complete. We have utilized CMP Engineering to assist us with building a new safety system.
- Each department has begun the budgeting process. In conjunction, we are putting a lot of focus on tracking efficiencies, increasing productivity, and making every effort to bring value added services to the community.
- As a group, we have increased focus on preventative maintenance and sourcing of critical spares as we proactively deal with an aging infrastructure.
- Brushing around our buildings and structures along with many of our walking trails is on-going.
- During our facilities audits, we recognized the need for energy efficient lighting and some retrofits to our facilities such as increased service intervals of furnaces, doors in need of replacement, or emergency lighting and new smoke detectors, and we have undertaken those projects as not only improved safety and compliance but with the perspective of Asset Protection.
- The process of using FLIR and various other inspection methods has begun on all Town of Faro buildings and assets in an effort to recognize and prevent any issues before they cause concern.
- Crews are planning for the Spring and have already completed much of the maintenance required on seasonal equipment such as mowers, trimmers, and gardening equipment. We have also began building items such as picnic tables and many other carpentry projects in an effort to continually improve our community.
- As we approach Spring, we are confirming our ability to screen, test, and then make composted topsoil available for sale to the public in the Spring.
- The build of a new Wildland Fire Rescue Truck that was long planned has begun in preparation for the upcoming season.
- Mosquito control measures and funding are secured for the 2025 season.
- After many years of discussion, we are very pleased to say that work on the Rec Centre Emergency Kitchen, planned to accommodate many people in the event of an emergency or natural disaster, has begun thanks to countless hours current and past administrative work in planning and securing the required funding
- The Town of Faro has completed the applicable paperwork, and we can now assist Parsons in various ways in what will undoubtedly prove to be a mutually beneficial relationship.



Town of Faro Memorandum

То:	Mayor & Council
Date:	Tuesday, March 4, 2025
From:	Tina Freake, Manager of Recreation and Culture
Re:	Recreation & Culture Services Report

Yukon Quest: Some last minute changes were made for the race and the Yukon Quest trail was rerouted due to some safety concerns on the Dena Cho Trail. We understand that the safety of the mushers and dogs are the most important, and respect the decision of the Yukon Quest. They held an awards banquet in Faro to recognize the race finishers. This was a great opportunity to get the community involved, meet the mushers, ask questions, and include our community in the event. They also hope to host an event in Faro with a musher and their dog team, and also be involved in our Crane and Sheep Festival this year.

Arctic Ultra: The Ultra was in Faro from February 5th to 13th. The Arctic Ultra followed the same trail as the Yukon Quest, with both the 340 km race as well as the 640 km race both finishing in Faro. This race had 10 athletes participating in the 340 km race and 36 athletes participating in the 640 km race. No participants from the 340 km race made it to Faro, and there were only six that made it to the end of the 600 km race: 3 on foot, 3 on bike, 0 on skis. It was very exciting monitoring the races, folloowig them along on their travels, and then getting to cheer them on and they arrived in Faro completing the race. I've attached the Yukon Arctic Ultra Final Report for 2025 for your review.

Ice Worm Squirm 2025: At the time of writing this report, Ice Worm Squirm has not happened yet. A verbal update will be provided.

Spring Break: We are working on special programming over spring break, further details will be released this week, watch for posters and advertising.

Drum Workshop: We held a drum making workshop on Wednesday, February 26th with Dennis Shorty. This workshop was meant to be a partnership between Faro and Ross River youth, but unfortunately our venue was no available, so we changed locations and held the workshop in Faro. With the short notice, we were still able to fill the class and had a successful workshop enjopyed by all participants. Our next workshop will be drum painting, set to take place on Monday, March 24th. Watch for posters for further information.

Job Postings: We are working on job postings to advertise for summer positions at the pool. The pool coordinator job posting has been advertised, other seasonal positions will be advertised this month (March).

Professional Development: We are working on scheduling courses and professional development for Rec staff, such as Food Safe, First Aid, Playground Safety, WHMIS, etc. Courses have been selected and an application has been submitted for funding to assist with registration costs.

Community Development Fund (CDF): *In process* - The contractors are in the process of completing work on the trailer and aim to be done in March. The youth in our community can't wait to see this project come to life and look forward to being open regularly next summer. We are working on some fundraisers to assist with this project as well as other youth initiatives. **Funding Applications**: *In process* - We have been working on funding applications for staffing for summer 2025. Updates will be provided as they are submitted.

New Horizons for Seniors: We submitted a funding application on September 12th for programming aimed at seniors, set to run from April 2025 to March 2026. Our seniors' group values the programming that can be provided through this funding. We are happy to report that our application has been approved in full, and we look forward to the variety and amount of programs and events we are able to offer seniors due to funding and support from New Horizon's for Seniors program.

Crane & Sheep Festival 2025: *In process* - Our next Crane & Sheep Festival is set for May 2nd to 4th, 2025. We are working on the festival poster and a QR code for easy access to the schedule. If you have any suggestions for keynote presenters, we would love to hear them! We are kickstarting the planning process and will be reaching out to local organizations, volunteers, and Town staff to form a planning committee. The first planning meeting will be on Friday, March 7th at 1pm. If you can not make it but would like to be involved, please call or email us.

Budget 2025: *In Process* - We have begun our research and planning for the 2025 budget, covering the Recreation Centre, Arena, CRIC, RV Park, trails, and outbuildings.

MONTANE YUKON ARCTIC ULTRA 2025: A RACE TO REMEMBER

By robert 20. February 2025



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The Montane Yukon Arctic Ultra 2025 was one for the books – a challenging and intense edition. Before diving into the details, I want to apologize to those who were looking for more frequent updates on this website. Our primary focus for race news is our <u>facebook group</u> and <u>instagram page</u>, and while we try to update the website when possible, this year's event was simply too busy.

A new route, a new challenge

This year, our adventure took us onto new trails, making the race feel different, even for veteran athletes and crew. Exploring a new region of the wild Yukon was both exciting and daunting. The shift in location meant changes to our traditional distances – we offered a 350 km and 600 km race instead of the usual marathon, 100, 300, and 430-mile categories. Additionally, we had to start in the afternoon rather than in the morning, a factor that many athletes found difficult as it meant fewer daylight hours

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before a long, grueling night. The first checkpoint was also farther than usual, and with temperatures plunging to -40°C, the night of February 2nd proved extremely challenging, even for seasoned participants.

The race begins

We kicked off on February 2nd at 15:25, shortly after the Quest mushers departed Teslin. It was a crisp but sunny day, and thanks to the Teslin Motel and the community rec center, our athletes had a warm space to prepare, eat, and hydrate before setting out. Thanks to Sandy and Frank from Johnson's Crossing we knew we would have great food at Brooks Brook CP1 and thanks to Sue Smith and her family we had a house for crew to fill flasks, feed the athletes and do medical checks upon arrival. As always is the case, at some point CP1 got extremely busy. The crew worked very hard to help everyone out as soon as possible. The athletes were told in the race briefing that CP1 and also the following three checkpoints would not give them the opportunity to go inside for any length of time, nor provide good opportunities to dry kit. However, hearing it and experiencing it firsthand are two very different things. After long hours in the brutal cold, the natural instinct is to seek warmth, but for many, it was no longer a choice. Some arrived with frostbite, detected through medical checks, while others made the difficult decision to scratch due to exhaustion and extreme cold. Consequently, CP1 was packed with athletes trying to warm up while waiting for transport back to Whitehorse. Some never made it that far, needing assistance to reach the checkpoint, while others pushed on but later had to withdraw – some at our parked RV at Johnson's Crossing, at the beginning of the South Canol Road.

Frostbite & the harsh reality

I'll likely dedicate a separate post to frostbite in the MYAU, but for now, I want to stress that every athlete is well aware of the risks. Spending extended periods outside in -40°C almost inevitably leads to cases of frostbite. We educate our athletes on cold injury prevention, conduct medical checks, and ensure that those needing assistance in remote areas are rescued efficiently. If a participant is stranded in a place with no road access, such as our first wall tent checkpoint on the South Canol Road, air transport may be necessary. While this may sound dramatic to the public, and the media loves to sensationalize such events, the reality is that it's simply the best way to ensure an athlete's safety and recovery. Air rescue is always preferable when prolonged ground transport could worsen injuries. Every athlete is insured for this type of situation.

During those first few days – and throughout the race -calm decision-making was key. We're grateful that everyone made the right calls when necessary. However, for those considering future MYAU participation, remember that frostbite recovery takes time, even in mild cases. While most athletes who sustained injuries this year have already reached out to us or our crew with messages of thanks, full healing is a slow process.

The journey continues

After day one, our athletes faced the relentless ups and downs of the South Canol Road, with temperatures still dropping to -35°C or lower. This resulted in more withdrawals at Quiet Lake and beyond. Some required EMS assistance and helicopter evacuations, preventing long and risky snowmobile rides that could worsen their injuries.

Despite the extreme conditions, some athletes thrived. Leading the 600 km race was Harm Feringa (USA) on his fatbike, with Joaquin Candel (USA) and Jessie Gladish (Canada) close behind. Among the foot athletes, Mathieu Blanchard (Canada), Guillaume Grima (France), Matt Weighman (UK), and Daniel Benhammou (USA) stood out, along with Kevin Crowe (Canada), Pascal Bley (Belgium), Kasper Vanherpe (Belgium), Tim Young (Australia), Rebecca Ferry (UK), and Phil Cowell (UK). The 350 km race, however, had been hit hard – only rookie Maurizio Papaleo from Italy remained.

At Lapie Lake, Tim and Rebecca made the tough decision to withdraw. Although they weren't facing severe issues, the sight of so many fellow athletes succumbing to frostbite had taken a toll on their confidence. In a race like this, knowing when to stop is just as important as knowing how to push forward. And of course athletes also dropped out for other reasons, among them trench foot and old injuries flaring up again.

The final push

For 600 km participants, the challenge continued with a 120 km out-and-back on the legendary North Canol Road. Thankfully, before taking on this segment, they were able to rest properly indoors for the first time, thanks to the Ross River Dena Council's hospitality. Originally, we had planned two wall tent checkpoints along this stretch, but thanks to local crew members Chris Bemister and Art John, we were able to use cabins, significantly easing logistics. Still, more athletes had to drop out. Kevin suffered from severe back pain, Phil struggled to maintain pace, and Pascal, exhausted from a brutal night, decided to stop at Sheldon Lake. Daniel Benhammou was fine but did decide to take a "short cut" and instead of going on the North Canol Road opted for heading straight onto the Dena Cho trail as an unranked 350 km athlete.

Throughout the race, athletes and crew alike marveled at the breathtaking landscapes of the South and North Canol Roads. The Northern Lights made frequent appearances, providing a stunning reward for the relentless effort. No wonder, this year's course, with its combination of extreme cold, remote checkpoints, and elevation changes, was quickly deemed harder than previous editions. The final stretch from Ross River to Faro via the Dena Cho Trail presented yet another unique challenge. After miles of snow-covered roads, athletes suddenly had to navigate a winding hiking trail with steep inclines and declines. Fortunately, they were rewarded with spectacular views and four evenly spaced public cabins stocked with firewood.

The finishers

Harm Feringa blazed down the Dena Cho, finishing in an impressive 148h 55m, securing first place overall and in the fatbike category. Daniel Benhammou was the first to complete the Dena Cho on foot. Maurizio Papaleo, the last remaining 350 km competitor, was granted an additional 24 hours to finish – a cut-off that will now be standard for future 350 km races. However, despite his valiant effort, he was unable to meet the required pace. Therefore, crew who were near him at the time brought him back to Ross River. Yes, that's a DNF but to have come this far in 2025 as rookie and not sustaining any injuries, that's an incredible accomplishment!

Mathieu arrived in Faro after 190h and 3m. He had pushed hard all the way. That's risky business but he made no mistakes and reached each checkpoint without major problems. Upon arriving in Ross River he had not felt 100% and took a good rest. Later on, when it was his time to face the Dena Cho he did as he promised. He took it easy and rested again twice. That did allow Guillaume, who was in second place, to get close a couple of times but in the end, Mathieu was able to reach 2nd place overall and 1st on foot with quite a big gab between him and Guillaume. It was also great to see the mutual respect and cameraderie between the two during and after the race.

Guillaume had done extremely well and some may have been surprised. But I bet all his friends knew and after having seen his performance in our 100 mile race in 2023 – he came 2nd in a time of only 28h and 11m – I was not at all surprised about his speed. Like Mathieu, he pushed very hard but was sensible enough to not get in trouble. Guillaume reached Faro after 193h and 56m.

Then it was time for some more fatbikers to reach the finish line. Jessie reached Faro after 219h and 55m, ranking 2nd on fatbike and 4th overall. After having finished our 430 mile race in all three disciplines, Jessie had actually "retired". But as soon as she had heard about our new trail she signed up again. In 2025, pretty much from the beginning, Jessie had a nasty cough. Most people would have given up. Not Jessie. She has got this incredible mental strength, that got her through and once again Jessie finished what she had started. Not far behind Jessie, was fatbiker Joaquin. With his finish he became the third athlete (after Enrico Ghidoni and Jessie) to have finished our max. distance race in all three disciplines. As always, he did it with a smile.

Our last athlete to come in, was Kasper. It took Kasper 228h and 52 m. He ranks 6th overall and 3rd on foot. Kasper's pulk and some other essential kit that he had shipped to Whitehorse had not arrived in time for the start. So, he had to rent equipment. In other words, he had some pretty stressful days leading up to his race. But it did not seem to affect him. He was doing really well from day 1 and paced himself perfectly, storming into the finish line as if he just had started.

Gratitude & looking ahead

A huge congratulations to all finishers! And to those who attempted the race but did not finish, your efforts in such extreme conditions are commendable. Health and safety come first – there's always another race.

A massive thank you to everyone who made MYAU 2025 possible: our title sponsor Montane, main sponsors Pertex and Racelite, and our local partners, the Sternwheeler Hotel, Total North, Driving Force, Fraserway RV and Coast Mountain Sports. Thank you also Dion for the great snowshoes. Thank you to the Yukon Quest and the Canadian Rangers. Thank you to Teslin, Johnson's Crossing Lodge, Ross River and Faro for having us as your guests. Thank you to all of my great crew who worked so hard: Sam, Anya, Callum, Peter, Gillian, Trish, Shannon, Sophie, Maud, Claire, Jeffrey and Matthew. Thank you Alexander from the FAZ who was there as a journalist but also helped out when needed. Thank you to all the local crew on snowmobiles and at the checkpoints, Bernard, Gary, Hendrik, Hiro, Liam, Tyler, Robert, Jan, Art, Chris, Bryan, Jason, Joe and Eli. Thank you to our amazing race photographer <u>Mark Kelly</u>. Special thanks also to Gary Vantell for always helping me with anything that comes up year round and requires local support – from transport to receiving shipments and from storage to repairs!

It's too early to say what 2026 may bring. Once it is decided what trails we can use, I will announce all the details. Now it's time to travel to Sweden for the <u>Bright EQ Lapland Arctic Ultra</u>!



Town of Faro Memorandum

To: Mayor & Council

From: Larry Baran, CAO

Re: Bylaw 2025-01 - Water & Sewer Bylaw

The Town of Faro's current Water & Sewer Bylaw was developed in 1992 and has experienced a series of amendments since. After 32 years, it was time for a full re-write which was initiated by Mark Vainio in early 2024. He commissioned Dennis Shewfelt and his associates to re-write the bylaw to be similar in nature to many of the references included in the City of Whitehorse bylaws.

Unlike many other Yukon communities, Faro has a sophisticated underground infrastructure for water and sewer services, more similar to Whitehorse than other communities. As such, it was wise to select a consultant who was also former planner and CAO from Whitehorse to assist Faro in this project.

Dennis and his associates provided a draft of the proposed bylaw to Paul Medvid in late November, after which Paul reviewed it with Adam Minder. Bylaw 2025-01 Water & Sewer Bylaw is being presented for Second Reading and represents the bylaw that the Faro Public Works Department would like to see replace the bylaw from 1992 (Bylaw 92-30).

As such, Administration respectfully requests that Council provide Second Reading of **Bylaw 2025-01 - Water & Sewer Bylaw**.

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February 18, 2025



TOWN OF FARO BYLAW 2025-01

A Bylaw to provide for the supply and use of water, And relating to the municipal water distribution system and sewer system of the Town of Faro

WHEREAS Section 220 of the *Municipal Act*, Chapter 154, Statutes of the Yukon provides that Council may create bylaws;

AND WHEREAS under the provisions of the Municipal Act of the Yukon Territory, Council may by bylaw, provide for the construction, operation and maintenance of a sewer and water system, establish rates, terms, and conditions of charges to be assessed against the users thereof, and provide for the enforcement of provisions of the said bylaw;

AND WHEREAS it is deemed expedient and in the public interest to establish, operate, maintain, and control a water distribution system and a sewage collection and treatment system for the Town of Faro;

NOW THEREFORE the Municipal Council of the Town of Faro in the Yukon Territory, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1.0 Citation of Bylaw

1.1 This bylaw may be cited as the **"Water and Sewer Bylaw"**

2.0 Objectives

- 2.1 The objectives of this bylaw are to protect the water supply and distribution system, the sewage collection and treatment system, and the environment as follows:
- 2.1.01 Ensure the long-term, cost-effective supply and distribution of high-quality potable water to the public;
- 2.1.02 Protect the water distribution system from damage, corrosion, and misuse;
- 2.1.03 Reduce water wastage and ensure fair and equitable allocation of related operational expenses;
- 2.1.04 Minimize the potential risks associated with cross contamination;
- 2.1.05 Ensure the proper operation of public sewer and storm collection systems and protect this infrastructure from corrosion, structural damage, and obstruction;
- 2.1.06 Protect the wastewater treatment process by reducing contamination;

- 2.1.07 Protect the environment, people, and property by eliminating hazardous or toxic conditions within the sewer and storm collection systems;
- 2.1.08 Optimize system efficiency by preventing uncontaminated water from entering the sewer system;
- 2.1.09 Protect the environment from contaminants that are not removed by the treatment system; and
- 2.1.10 Enable the Town of Faro to maintain compliance with the operational conditions established by the Yukon Water Board and *Yukon Environment Act*.

3.0 Definitions

- 3.1 In this Bylaw, the following terms shall have the meanings shown:
- 3.1.01 "Applicant" means property owner or the approved agent of the property owner.
- 3.1.02 "Approved" means approved by the Operations Manager.
- 3.1.03 "Approved Contractor" means a contractor authorized by the Operations Manager in writing to complete utility installation work within Town rights-of-way. Authorization is granted annually by completion of the required form supplied by the Operations Manager.
- 3.1.04 "Bleeder" or "Free Flow Bleeder" means a freeze protection device that allows the discharge of bleed water continuously.
- 3.1.05 "Bulk Water" or "Bulk Water Sales" means the sale of potable water from a bulk water delivery facility owned and operated by the Town.
- 3.1.06 "Consumer" means any person who receives water and/or sewer service supplied by the Town.
- 3.1.07 "Council" means the Municipal Council of the Town of Faro.
- 3.1.08 "Cross Connection" means any physical arrangement whereby the Town water supply is connected, directly or indirectly, with any non-potable or unapproved private water supply system, sprinkler system, sewer drain, conduit, well, pool, irrigation system, storage reservoir, plumbing fixture or any other device which contains, or may contain, contaminated water, liquid gases, sewage, or other wastes, of unknown or unsafe quality which may be capable of imparting contamination to the Town water supply as a result of backflow.
- 3.1.09 "Curb Stop" means the valve placed on the water service located on a Town street or lane or within an easement to control the flow of water to a lot. The valve will be located near the watermain in order to prevent freezing should the home or property be vacant during the winter months.

- 3.1.10 "Dwelling Unit" means one (1) or several rooms constituting a self-contained unit and used or intended to be used together for living and sleeping purposes by one (1) household.
- 3.1.11 "Dwelling Single Family" means a detached building containing only one (1) dwelling unit designed exclusively for occupancy of one (1) family and that includes a modular home.
- 3.1.12 "Dwelling Duplex" or "semi-detached" means a building designed exclusively and the occupancy of two (2) families living independently of each other either above or below or side- by-side.
- 3.1.13 "Dwelling multi-family" means a building devised of three (3) or more dwelling units as above described each of which is occupied or intended to be occupied as a permanent home or residence of one (1) family and shall be included amongst others, terrace, or row houses, as distinct from a boarding or rooming house, hotel, or motel.
- 3.1.14 "Fees and Charges Bylaw" means the current Town of Faro Fees and Charges Bylaw as amended from time to time.
- 3.1.15 "Fixture" means an exchangeable device attached to the plumbing of a building to deliver and drain water for use, including but not limited to a sink, toilet, urinal, shower, tub, or drinking fountain; for further clarity, the following examples are considered to be a single fixture for the purposes of this bylaw: a sink with integral hot and cold water faucets, and a bathtub with integral faucets and shower head.
- 3.1.16 "Inspector" means a Building Inspector of the Government of Yukon.
- 3.1.17 "Leak Detection" means those works undertaken by the Operations Manager in order to determine the location of a water or sewer line leak, obstruction or failure, which may include the opening up and excavating of a street, right of way or private property. The location of the leak, obstruction, or failure will be determined by the Operations Manager.
- 3.1.18 "Operations Manager" means the Operations Manager for the Town of Faro or their authorized representative.
- 3.1.19 "Person" includes a partnership, a firm, or a body corporate.
- 3.1.20 "Private service" or "private service pipe" means the portion of sewer or water pipe located between the property line and the building being served.
- 3.1.21 "Property line" means a line which defines the perimeter of a lot (a site or parcel of land) which has frontage on a highway/street and is legally defined either by registered plan or description.
- 3.1.22 "Rate Schedule" means the Rate Schedule included in the Fees and Charges Bylaw for the Town of Faro as amended from time to time.

- 3.1.23 "Owner" means any person registered as the owner of real property in the Land Titles Office for the Yukon Land Registration District and includes a person having any right, title, estate, or interest in real property other than if occupier or a mortgage.
- 3.1.24 "Servicing Standards Manual" means the City of Whitehorse Servicing standards Manual as amended from time to time and adopted by the Town of Faro, where relevant, for the purposes of standardizing the installation and servicing of the water supply and distribution system and the sanitary sewer collection and treatment system for the Town of Faro. The relevance of the Servicing Standards Manual to the Town of Faro infrastructure is determined by the Operations Manager.
- 3.1.25 "Sanitary Sewer" or "Sanitary Sewer Service" means a pipe or conduit installed in the street that carries wastewater, ground water, clear water waste or uncontaminated process cooling water, but not storm water.
- 3.1.26 "Sanitary Sewer Prohibited Material" means any substance that may, directly or indirectly, obstruct the flow of water within the storm sewer or may have a negative impact on the environment or a water course and includes, but is not limited to:
 - (a) soil, sediment, waste, or other solid matter;
 - (b) animal waste, dead animals, or animal parts;
 - (c) cooking oils and greases
 - (d) super-chlorinated water
 - (e) gasoline, diesel fuel, motor oil, transmission fluid, and antifreeze;
 - (f) solvents;
 - (g) paint;
 - (h) cement or concrete wastes;
 - (i) sawdust, wood, fiberboard, or construction material;
 - (j) yard waste;
 - (k) pesticides, herbicides, or fertilizers;
 - (I) biomedical waste;
 - (m) hazardous waste;
 - (n) industrial waste;
 - (o) water from hot tubs; and
 - (p) fish and aquatic fauna and flora.
- 3.1.27 "Sanitary Sewer System" means all sanitary sewers, lift stations, wastewater treatment facilities, outfalls, and all associated appurtenances.
- 3.1.28 "Shared Water Service" means a single water service line connected to a duplex or multi-family dwelling that serves more than one dwelling within the building.
- 3.1.29 "Shut Off" means an interruption in or discontinuance of the supply of water.
- 3.1.30 "Sprinkling" means the distribution of water to the surface or subsurface or lawns, gardens or other areas situated outside buildings by pipes, hoses, sprinklers, or any other method.
- 3.1.31 "Street" shall include all highways, roads, lanes, alleys, avenues, easements, thoroughfares, utility lots, drives, bridges and ways of public nature, sidewalks,

boulevards, parks, public squares, and other public places unless the contrary is expressed or unless such construction would be inconsistent with the context of this bylaw.

- 3.1.32 "Storm Sewer" means a pipe, conduit or ditch installed in the street for the collection and transmission of storm water, sub-surface water and clear-water wastes.
- 3.1.33 "Storm Sewer Prohibited Material" means any substance that may, directly or indirectly, obstruct the flow of water within the storm sewer or may have a negative impact on the environment or a water course and includes, but is not limited to:
 - (a) soil, sediment, waste, or other solid matter;
 - (b) fecal matter, animal waste, dead animals, or animal parts;
 - (c) cooking oils and greases
 - (d) super-chlorinated water
 - (e) gasoline, diesel fuel, motor oil, transmission fluid, and antifreeze;
 - (f) solvents;
 - (g) paint;
 - (h) cement or concrete wastes.
 - (i) sawdust, wood, fiberboard, or construction material;
 - (j) yard waste;
 - (k) pesticides, herbicides, or fertilizers;
 - (l) biomedical waste;
 - (m) hazardous waste;
 - (n) industrial waste;
 - (o) soaps or detergents;
 - (p) water from hot tubs; and
 - (q) fish and aquatic fauna and flora.
- 3.1.34 "Town Utility" means the water system, sanitary sewer system and stormwater system owned and operated by the Town of Faro.
- 3.1.35 "Town" means the Town of Faro.
- 3.1.36 "Town Service" or "Town Service Pipe" means the portion of pipe, fittings, valves, and valve boxes located between the sewer or water main and the property line.
- 3.1.37 "Utilities" means the systems of water supply and water works, and sewage collection and disposal, owned and operated by the Town, including mains, intermediate mains, service pips, fire hydrants, valves, meters, services, and all other accessories and appurtenances, thereto.
- 3.1.38 "Water Main" means those pipes installed by the Town in streets for the conveyance of water throughout the Town to which a water service may be connected.
- 3.1.39 "Water Service" means the pipe used or intended to be used to supply water which extends from a water main to a meter or a building, being serviced.

4.0 Operation of the Utility

- 4.1 The operation of the water and sewer utility of the Town together with the sale of water shall be under the management and control of the Operations Manager.
- 4.2 The Operations Manager shall exercise the powers and perform the duties with respect to the utility conferred and placed upon them by this and any other bylaw of the Town applicable thereto, and any order or direction of the Chief Administrative Officer and/or Council the respect thereto.
- 4.3 The Operations Manager is authorized to shut off water to any consumer or consumers when, in the opinion of the Operations Manager, it is necessary to do so to properly maintain, repair, renovate, or operate the water utility, provided that notice of shutting off water shall be given when it is practical to do so.
- 4.4 The Town does not guarantee the pressure or the continuous supply of water, and the Town reserves the right at any and all times without notice to change the operating pressure or to shut off water, and neither the Town, its officers, or employees, nor agents shall be liable for any damage or other loss caused by changes in water pressure or for the shutting off of water or by reason of the water containing sediments, deposits, or other foreign matter.
- 4.5 Where a shared water service exists, the Town does not guarantee the pressure or continuous supply of water for any dwelling connected thereto, and any associated liability shall be shared by the owners of the dwellings so served. The Town may accommodate the installation of separate water service to a dwelling pursuant to the Connections and Supply of Water provisions of this Bylaw.
- 4.6 Persons requiring a continuous and uninterrupted supply, constant pressure, or temperature of water, or having processes or equipment that require particularly clear or pure water shall at their own cost provide such facilities.
- 4.7 The Operations Manager may, as a condition of the supply of water, inspect the premises of any person who applies to the Town for such supply in order to determine if it is appropriate to supply water to such premises and whether such premises comply with the relevant bylaws of the Town.
- 4.8 The Operations Manager may, with the permission of the owner and/or occupant, inspect the premises of any consumer in order to perform any tests on piping or fixtures in or on such premises in order to determine whether this bylaw is complied with and, in the event that such owner and/or occupant fails or refuses to give such permission, the supply of water to those premises may be shut off fourteen (14) days after written notice has been provided.
- 4.9 At the direction of the Town Council, the Chief Administrative Officer may at such times and for such length of time as considered necessary or advisable, regulate, restrict, or prohibit sprinkling to reduce water usage during time of short supply.
- 4.10 The Chief Administrative Officer may cause the water supply to any person who causes, permits or allows sprinkling in contravention of any regulation, restriction or prohibition

to be shut off unless such person undertakes to abide by and comply with such regulation, restriction or prohibition and has paid the Town the fee for reinstatement of service as designed in the Rate Schedule.

5. Purpose and Application

- 5.1 No, person, except those authorized by the Operations Manager shall:
- 5.1.01 use, interfere with, obstruct, or impede access to the sewer and water utility or any portion thereof in any manner, or;
- 5.1.02 drill, cut, connect, join, excavate, bury, disturb, or otherwise interfere with sewer and water utility, or;
- 5.1.03 operate any water main valves or water service valves, or;
- 5.1.04 remove or disable a backflow prevention device, or;
- 5.1.05 install a shared water service, or;
- 5.1.06 enter into any sewer and water utility structure whether underground or above ground or any sewer and water utility compound whether it is fenced or not.
- 5.2 No person shall cause, permit, or allow the discharge of water so that it runs to waste or is useless, whether by reason of leakage from underground piping, faulty plumbing or otherwise.
- 5.3 Not withstanding the previous articles, the Operations Manager may under such conditions as they consider reasonable allow a person to discharge water so that it runs to waste if such person's water service would otherwise be in danger of freezing.
- 5.4 Any person who contravenes any part of this section shall forfeit any right to be supplied with water until such contravention has been corrected, after receipt of written notice from the Town where it is practical to give such notice.

6. Connection to Town Utilities

- 6.1 Any person or contractor who desires
- 6.1.01 a 'turn-on' or 'turn-off' of an existing sewer or water service connection will request, not less than two (2) working days prior to requiring the change, apply to the Town Office on a form provided by the Town Office, or
- 6.1.02 construction of a sewer or water service connection or termination, or desires to make any physical alteration, connection or change in land use will, not less than fourteen (14) working days prior to requiring the connection, termination, or alteration, apply to the Town Office on a form supplied by the Town. The Town reserves the right to perform any of the required work with respect to the water system or water service connection within the right-of-way. The Operations Manager may waive the right to

perform the work with respect to the sanitary sewers or storm sewers, or water service for a subdivision requiring more than five (5) connections.

- 6.2 The applicant may agree to perform the work within the right-of-way subject to the concurrence of the Operations Manager and such work shall be satisfactory in all respects to the Operations Manager. All work performed by the applicant shall be at the cost of the applicant, and all costs of the inspection, testing and final connection costs shall be at the cost of the applicant. Subject to the availability of Town forces to perform the work, and prior to the installation of the sewer and water service, the cost of installation and service connection, as estimated by the Operations Manager, shall be paid to the Town by the applicant.
- 6.3 If an applicant wishes to install a service themselves, they shall:
- 6.3.01 be permitted to do work to install service only during normal work hours of the Town of Faro Public Works Department; and
- 6.3.02 pay a deposit to the Town to ensure no damage is done to Town lines. If Town lines are damaged, Town forces coordinate the repairs, all cost of which will be borne by the applicant; and
- 6.3.03 use only material approved by the Operations Manager; and
- 6.3.04 allow the inspector to be on-site at all times during the installation of the services; and
- 6.3.05 pay the cost of inspection. Costs shall be based upon current rates. The inspection will involve viewing the work a maximum of four (4) times as the following stages of construction:
 - (a) when main is bare and has been tapped;
 - (b) when sand bedding is in place;
 - (c) when ditch is 50% full and is compacted; and/or
 - (d) when backfill is completed.
- 6.3.06 There shall be no more than one water and one sewer connection to each property except as approved in writing by the Operations Manager.
 - (a) For existing multi-unit developments with a single water and sewer connection, the owner is required to install individual water and sewer service connections for each unit upon subdivision of the property. Such installations shall be the responsibility and cost of the owner.
- 6.3.06 The provision of sewer and water service to every consumer or property owner shall at all times be subject to the terms and conditions set out in this bylaw and the charges designated in the Fee and Charges Bylaw.
- 6.3.07 Sewer and water charges as designated in the Fees and Charges Bylaw shall remain in effect until the services have been discontinued at the request of the consumer or have been terminated by the Town in accordance with this bylaw.

6.3.08 If the owner wishes the Town to do the work to connect a property to water and/or sewer services, the estimate prepared by the Operations Manager shall be based upon the rates quoted in the current Fees & Charges Bylaw. Where there is a difference between the estimated cost and the actual cost as determined by the Operations Manager, this difference shall be invoiced or refunded to the applicant upon completion of the work.

7. Water Supply

- 7.1 Application for initial water supply shall be made in writing to the Town upon the form supplied by the Town for that purpose.
- 7.2 Following notice, in writing, by a consumer to discontinue services, the Town shall shut off the water supply as soon as reasonably practical, and the consumer or property owner shall pay all of the rates and charges payable hereunder until the time of shut off, including the cost of such shut off, as designated in the Fees and Charges Bylaw.
- 7.3 The supply of water to any consumer may be shut off for any or all the following reasons:
- 7.3.01 the existence of cross-connection,
- 7.3.02 repair;
- 7.3.03 want or need of water supply;
- 7.3.04 non-payment of account;
- 7.3.05 defective piping;
- 7.3.06 lack of backflow prevention;
- 7.3.07 shared water service;
- 7.3.08 breach of this bylaw where specified;
- 7.3.09 for any reason necessary for the proper operation of a water supply system; and/or
- 7.3.10 discontinued service.
- 7.4 If a consumer requires the supply of water to be shut off or turned on for their own purposes, they shall pay therefore the amount specified in the Fees and Charges Bylaw.

8. Cross Connections

8.1 No person shall cause, permit, or allow to remain connected to the water system any piping, fixture, fitting, container, or other appliance which may cause water from a source other than the Town water system, or any other harmful deleterious liquid or substance, to enter the Town water system.

- 8.2 Where the Operations Manager believes that a cross-connection exists in contravention of clause 8.1 of this bylaw, the Operations Manager may carry out an inspection during regular business hours with or without notice where the Operations Manager believes a threat of contamination to the water system exists.
- 8.3 Where any cross connection is found, whether newly installed or previously existing, the Operations Manager shall issue written notice to the owner to have such conditions corrected in compliance with these regulations within the time limit as set by the Operations Manager.
- 8.4 If the cross connection continues to exist in contravention of this bylaw, the Operations Manager may shut off the water service to the premises with reasonable notice or where the Operations Manager believes that such a cross connection poses an immediate threat of contamination of the Water System, the Operations Manager may shut off the water service without notice.
- 8.5 Backflow prevention devices may be installed by the owner or may be required by the Operations Manager. Should a backflow prevention device be installed or required:
- 8.5.01 The design, selection, installation, maintenance, and field testing of backflow prevention devices shall comply with the *National Plumbing Code* and to CSA B64 Series Standards (B64.10-01/B64.10.1-01 as amended from time to time and shall be approved by the Operations Manager.
- 8.5.02 In the event that neither the *National Plumbing Code* nor the **CSA B64 Series Standards** clearly indicates the method of backflow prevention, the method to be used to protect the potable water supply shall be as specified by the Operations Manager.
- 8.5.03 All backflow prevention devices shall be installed so they are easily accessible for testing and maintenance as per CSA B64 Series Standards (B64.10-01/b64.10.1-01.
- 8.5.04 No bypass, jumper, or other devices shall be installed which may reduce the efficiency of or circumvent any backflow prevention device.
- 8.5.05 An air gap separation shall be used wherever practicable, and in preference to any other method of backflow prevention.
- 8.5.06 An air gap separation shall be mandatory and may be required in addition to a backflow prevention device on the water service pipe at sewage handling piping or equipment, non-potable water systems and where any lethal substances or condition may exist.
- 8.5.07 Backflow prevention devices shall be field tested by a certified cross connection control and backflow prevention tester at the owner's cost upon installation, annually, after repair, overhaul, relocation, or cleaning, or as required by the Operations Manager. If required, copies of the test results shall be submitted to the Operations Manager

within 48 hours of the request. Should the tests fail, the owner shall have fourteen (14) days to correct the problem to the satisfaction of the Operations Manager. Should the required modifications not be completed after the period specified herein, the Operations Manager may cause the water supply to be shut down.

- 8.6 A newly installed water system shall not be turned on at the curb until the Inspector's report confirms of the private plumbing system is reviewed and approved by the Operations Manager.
- 8.7 Where an applicant requests a seasonal connection or disconnection, the applicant must first complete the required request form (Schedule A) before the Town will complete the work.

9. Hydrants

- 9.1 No person shall operate a fire hydrant except an employee of the Town Public Works or Fire Department.
- 9.2 No person shall obstruct free access to any fire hydrant. In accordance with the Traffic Bylaw, a vehicle shall not be parked less then two (2) meters from a hydrant.
- 9.3 Fire hydrants may be used by employees of the Town for furnishing water for street sprinkling or flushing, flushing sewers, street repairs or any other purpose approved by the Operations Manager.

10. Bulk Water

- 10.1 Any person wishing to establish a charge account for the purposes of obtaining water from any Town-owned bulk water facility shall make application at the Town Office on the prescribed forms (see Bulk Water Usage Application & User Agreement Form Schedule "B") and shall pay the water account charges as specified in the most recent Fees and Charges Bylaw.
- 10.2 As noted in the Bulk Water Usage Application & User Agreement Form (see Schedule "B"), users of the bulk water fill station shall supply their own hoses, cam-lock couplings and fall arrest equipment for the overhead truck fill and the small barrel fill point and ladders. Any hose or equipment attached to the bulk fill station shall be clean and free of any potentially harmful substances.
- 10.3 Any person taking water from a Town bulk water fill station is responsible to safely load their own vehicle according to *Works Compensation Act 2008*, as amended from time to time.

11. Repair Of Service Failure Or Interruption Assistance Program

11.1 Property Owners or Consumers shall have a duty of care to maintain and use the water service in the manner in which they were designed to be used.

- 11.2 Any property owner or consumer experiencing a service failure or interruption of the water service shall report the matter to the Operations Manager.
- 11.3 Where the exact location of a leak or other service failure cannot be determined to be either within the Town right-of-way, or on private property, the owner shall sign a work order agreeing to cover costs should the failure be the owner's responsibility, and the Operations Manager will undertake leak detection to determine the cause and location of the problem. The responsibility for the cost of repairs shall be as outlined in clause 11.5 of this bylaw.
- 11.4 The owner shall undertake repair work for service failure or interruption of the Water Service on the owner's property from the property line to the foundation line where the fault has been determined to be the responsibility of the consumer or owner. The responsibility of repairs shall be as outlined in clause 11.5 of this bylaw. The Town does not normally undertake repair work on private property but may do so if the property owner cannot arrange an approved contractor to undertake the repairs. The owner shall be required to sign a work order with the Town, agreeing to the repair and assuming the costs of the repairs deemed necessary by the Town.
- 11.5 Upon completion of repair work completed by Town forces, the Operations Manager shall determine total costs and assign those costs to the Town and/or the property owner as described in clause 11.6 of this bylaw. Should surface restoration not be possible until the following construction season, the calculation of total cost shall use the cost of surface restoration as estimated by the Operations Manager.
- 11.6 Responsibility for the cost of repair for any service failure or interruption in the water service are to be as follows:
- 11.6.01 The owner shall be responsible for all costs resulting from blockage, breakage, damage, and or failure between the water main and the property line that is caused by any action, inaction, misuse, or negligence on the part of the consumer as determined by the Operations Manager.
- 11.6.02 The owner shall be responsible for all costs resulting from blockage, breakage, damage, and/or failure between the property line and the foundation line of the building.
- 11.6.03 The Town shall be responsible for all costs resulting from blockage, breakage, damage, and/or failure between the water main and the property line that was not a result of any action, inaction, misuse, or negligence on the part of the consumer as determined by the Operations Manager.

12. The Sanitary Sewer And Storm Sewer System

- 12.1 Any private storm sewer system connected to the Town storm sewer system, or any private sanitary sewer system connected to the Town sanitary sewer system, shall conform to the most recent Servicing Standards Manual.
- 12.2 Prior to use or activation of any private storm sewer system connected to the Town storm sewer system, or any private sanitary sewer system connected to the Town

sanitary sewer system, the owner or developer shall submit a Plan of Record to the Operations Manager for approval.

- 12.3 The Operations Manager may, as a condition of connection to the Town utility, inspect the property or premises of any person who applies to the Town for such service in order to determine if it is appropriate to allow connection to such property or premises and whether such premises comply with the relevant Town bylaws.
- 12.4 Where water or waste which
- 12.4.01 is hazardous or creates an immediate danger to any person;
- 12.4.02 endangers or interferes with the operation of the storm sewer system or sanitary sewer system;
- 12.4.03 causes, or is capable of causing, an adverse effect; or
- 12.4.04 is a sanitary sewer prohibited material or storm sewer prohibited material;

is discharged into the Town sanitary sewer or storm sewer system, the Operations Manager may, in addition to any other remedy available, disconnect, plug or seal off the service discharging the unacceptable water or waste into the sanitary sewer or storm sewer system, or take such other action as is necessary to prevent such water or waste from entering the sanitary sewer or storm sewer systems.

12.5 The Operations Manager may, with the permission of the owner, inspect the premises in order to perform any inspection or testing of equipment, piping or fixtures in or on such premises in order to determine whether this bylaw is complied with, and in the event that such owner fails to provide proof of compliance or refuses to give such permission, the supply of water to those premises may be shut off upon 14 days written notice.

13. Sanitary Sewer And Storm Sewer Services

- 13.1 The provision of sanitary sewer and storm sewer services to the consumer or owner shall at all times be subject to the terms and conditions set out in this bylaw and the charges designated in the current Fees and Charges Bylaw.
- 13.2 Applications for sanitary sewer or storm sewer service connection, termination or alteration shall be made in writing to the Operations Manager not less than fourteen (14) working days before the service is required, and in such form as is prescribed.
- 13.3 The applicant for a sanitary sewer or storm sewer service shall hire an approved contractor to complete service installation and/or alteration work, including the portion from the property line to the sewer or storm main. Should an approved contractor not be available, the applicant may request that the portion of work on Town property be completed by the Town. The applicant shall be responsible for all costs associated with service installation or alteration work. Contractors seeking approved contractor status shall apply in writing on a form approved by the Operations Manager. Contractor approvals are valid for the application year only and may be cancelled at any time for just cause.

- 13.4 Where an applicant has requested a permanent service termination the Town shall cap the storm or sewer service lines or decommission the service as soon as reasonably practicable. The applicant shall continue to pay the water and sewer charges specified in the current Fees and Charges Bylaw until the termination has been completed and shall pay the costs of service termination as designated in the current Fees and Charges Bylaw.
- 13.5 Service connections shall not cross property lines between adjacent private properties except by legally registered easement plans and agreements.
- 13.6 All proposed sewer service connections for garden suites shall be approved by the Operations Manager prior to installation.

14. Plumbing

- 14.1 No person shall cause, permit, or allow any apparatus, fitting, or fixture to be or to remain connected to his/her water supply system or allow his/her water system to be operated in such a manner as to cause noise, pressure surges, or other disturbances which result in annoyance or damage to other consumers or the water utility.
- 14.2 The Operations Manager may cause the water supply to any person, contravening the provisions of this section, to be shut off provided that the Operations Manager can, if it is practical to do so, give notice to such person prior to such water supply being shut off. The water supply to any such person shall not be restored until such time as the problem has been corrected and that person has paid the Town the fee for reinstatement of services as designated in the Rate Schedule.
- 14.3 No person shall cause, permit, or allow to remain connected to his water supply system any apparatus which may extract or add heat to the Town water supply mains. Therefore, such devices as water cooled heat exchanges are not allowed.
- 14.4 Every building or premises used for the purpose of a commercial garage or service station, or for the business of washing or lubricating motor vehicles, shall be provided with a readily accessible oil separator, sand trap and sump. The design of such oil separator, sand trap and sump are to be approved by the Inspector.
- 14.5 Every building or premises used for the purpose of a café, restaurant, or other food service outlet shall be provided with a readily accessible grease trap or interceptor of a design approved by the Inspector.
- 14.6 The Inspector or the Operations Manager may inspect any building or premises provided with a sand trap, sump, or grease trap or interceptor. In any building or premises provided with a sand trap, sump, or grease trap or interceptor:
- 14.6.01 under no circumstances shall a sump be used as a sand trap;
- 14.6.02 every sand trap shall be cleaned once per week or more often if necessary;

- 14.6.03 all oil, grease, or gasoline which accumulates on the surface of the water in a sand trap, sump, or grease trap or interceptor shall be skimmed off at least twice per week and disposed of in a manner approved by the Operations Manager;
- 14.6.04 stirring up of a liquid in any sand trap, sump, grease trap or interceptor, or turning a hose into any one for the purpose of forcing out sand, mud, oil, gasoline, or grease, is prohibited;
- 14.6.05 no heavy or permanent objects shall be placed over any sump, sand trap, grease trap or interceptor in a manner which would hinder immediate access for inspection and cleaning.
- 14.7 No gasoline, oil, waste acid, or any inflammable liquid shall be poured or otherwise discharged into any sanitary sewer.
- 14.8 The owner of a dwelling where a shared water service enters the building shall not modify or cause to be interrupted or otherwise affect the water service to the adjacent dwellings, including but not limited to allowing the shared water service to freeze up, except for a repair or modification authorized by the Operations Manager.

15. Frost Protection

- 15.1 The owner shall protect every water and sewer connection from blockage or damage due to frost. In the case of a single-family residence in a single-family residence zone, the owner shall maintain a bleeder method on the water connection unless otherwise authorized by the Operations Manager.
- 15.2 Any persons complaining of a failure or interruption of a water supply or sewer service, the investigation of which complaint necessitates the opening up and excavating of a street, shall, prior to such opening up and excavating, sign a work order in the form prescribed by the Town. In the event that such failure or interruption was caused by a defect in the private service, or was a result of misuse or negligence on the part of the property owner or occupant as determined by the Operations Manager, the actual cost of such work shall be paid by the person signing the work order, and shall be collectable in the same manner as water rates.
- 15.3 The method for thawing a frozen water service shall be the hot water thawing method only. Other methods such as thawing by use of electricity applied to pipes shall not be used. Thawing by the hot water method shall be done either by Town forces or by contractors or plumbers qualified in the method at the discretion of the Operations Manager.
- 15.4 The cost of thawing a frozen water service shall be borne as follows:
- 15.4.01 Costs borne by the consumer if the Town's service or private service is frozen and such freeze- up is not a result of a frozen main or an interruption in the supply of water through the main as determined by the Operations Manager.

- 15.4.02 Costs borne by the Town if the Town service or private service is frozen as a result of a frozen main or as a result of an interruption in the supply of water through the main as determined by the Operations Manager.
- 15.5 The cost of thawing or clearing any obstruction in a sewer service shall be borne as follows:
- 15.5.01 Costs borne by the property owner if the Town service or private service is frozen or obstructed due to grease, dirt, or improper use of fixtures within the premises, or as a result of misuse or negligence on the part of the property owner or occupant, or for any other reason not related to failure or interruption of the Town service as determined by the Operations Manager.
- 15.5.02 Costs borne by the Town if the Town service or private service is frozen or obstructed as a result of failure, malfunction or interruption of the Town service as determined by the Operations Manager.
- 15.6 Where a circulator pump is installed in accordance with this bylaw the responsibility of such pump, and all maintenance and operating costs thereof, shall be borne by the consumer.
- 15.7 Existing bleeders may be used only for the purpose of preventing damage or blockage due to frost. Each bleeder shall:
- 15.7.01 be of sufficient size to pass not more then 3 liters per minute of water; and
- 15.7.02 be indirectly connected to a water pipe in the manner approved by the Operations Manager.
- 15.8 Any existing oversize bleeder shall be corrected within thirty (30) days after the property owner receives notice from the Operations Manager.
- 15.8.01 The Operations Manager may, at their discretion, recommend or approve oversized bleeders for the purpose of protecting the integrity of the sewer system.

16. Payment of Accounts

- 16.1 There shall be paid, for all water supplied or service rendered, the amounts set out in the rate schedule in the current Fees and Charges Bylaw.
- 16.2 Where municipal water service has been provided and is available for connection to private services, Council may by resolution direct that a percentage of the minimum charge for water service set out in the rate schedule shall be paid by all property owners whose property is occupied for a purpose requiring the provision of sanitary facilities in accordance with the Zoning Bylaw, whether or not a private water service connection has been made and water is actually being consumed.

- 16.3 The Council may by resolution amend the rate schedule in the current Fees and Charges Bylaw and impose any other charge related to the provision of water and sewer services from time to time.
- 16.4 Where a water service is active, there shall be further paid a sewerage charge levy, as set out in the rate schedule, by all property owners whose property is connected with or required to be connected with the sewerage system of the Town.
- 16.5 All accounts, including interim accounts for sewer and water services shall be due and payable when rendered.
- 16.6 A separate account shall be rendered in respect of each sewer and water service, or in respect of each unit on a shared service.
- 16.7 All charges for water and sewer services which remain unpaid after the due date shall be subject to a penalty charge of ten percent (10%) of the current unpaid amount.
- 16.8 Should an account remain unpaid, after the due date, the water may be shut off following fourteen (14) days further written notice. The water supply to any such person shall not be restored until such person has paid the outstanding balance of the account, including any penalties, as defined in the most recent Fees and Charges Bylaw.

17. Penalties

- 17.1 Every person who violates any provision of this bylaw is guilty of an offence and liable on summary conviction to a fine not exceeding Two Thousand Dollars (\$2,000.00) or to imprisonment for a term not exceeding six (6) months, or to both fine and imprisonment as set out in the *Summary Convictions Act* of Yukon.
- 17.2 The invalidity of any section, clause, sentence, or provision of this bylaw shall not affect the validity of any other part of this bylaw which can be given effect without such invalid part or parts.

18. Bylaw Shall Prevail

18.1 Where the provisions of this bylaw conflict with the provisions of any other bylaw of the Town, this bylaw shall prevail.

19.0 Effective Date

- 19.1 Upon Third and Final Reading, Bylaw 92-30, Bylaw 2018-08, Bylaw 2019-06, and Bylaw 2019-07 shall be rescinded.
- 19.2 This Bylaw shall come into effect upon Third and Final Reading.

READ A FIRST TIME this 14th day of January, 2025.

READ A SECOND TIME this _____ day of _____, 2025.

READ A THIRD TIME and finally passed this _____ day of _____, 2025.

Jack Bowers, Mayor

Larry Baran, CAO

Schedule "A" Water Connect/Disconnect Request Form

Schedule "B" Application for Connection to Faro Water Distribution System and/or Sanitary System

> Schedule "C" Bulk Water Usage Application & User Agreement



WATER CONNECT/DISCONNECT REQUEST

I request for water to be CONNECTED/DISCONNECTED (please circle one)

On the ______ (day, month, year), preferred time ______

Location (street number)

Name of the owner

Name of authorized representative to be present

My or authorized representative contact email or telephone number

I understand that the Town of Faro requires requests to be received in writing with at least twentyfour (24) hours notice. The request will be undertaken as per operational capabilities allow during regular business hours. The Town of Faro will not connect or disconnect services without this written request unless in an emergency or other situation as stated in the current Water and Sewer Bylaw.

I further understand that I am responsible for payments for the services during the whole time the curb stop remains on until the curb stop is turned off.

The Town of Faro requires a person to be present during connection/disconnection to certify this in writing.

I ______ do acknowledge the risk of the Towns curb stop valve, main stop valve or sewer service line freezing in the event I have my service line disconnected for the winter months and understand that I will be responsible for all costs associated with thawing the line / valves.

Signature of property owner: _____ Date: _____

Completed request may be delivered in person to the Town Office, faxed to (867) 994-3154, or emailed to <u>finance@faroyukon.ca</u>. If you have any questions, please call (867) 994-2728.

FOR OFFICE USE ONLY

\$100.00- Receipt or Invoice number: *Rate changed as of July 1, 2024*

Date paid or invoiced:

Request Completed (PW staff signature and date):

Work Completed (owner/representative signature and date):



APPLICATION FOR CONNECTION TO FARO WATER DISTRIBUTION SYSTEM AND/OR SANITARY SYSTEM

The undersigned (herein called the 'Applicant') hereby requests the Town of Faro (herein called the 'Town') permit connection to the property owner's premises described as:

Location:(civic address)		Lot #:	
New Water Service	New Sanitary Service	New Water and Sanitary Services	
Date of Service Installation:	Proj	ected Date of Completion:	

Date of requested Water Shutdown: ______ (changes require minimum 24 hr notice, during Town hours of operation)

- This application, when signed by the Applicant and accepted for the Town by the signature of its authorized officer, shall be a contract between the Applicant and the Town and shall not be modified or affected by any premise, agreement, or representation by any agent or employee of the Town unless incorporated in writing into this contract before such acceptance.
- 2. The Applicant and the Town agree to comply with the conditions of this application and agree that the conditions are part of this contract.
- 3. It is agreed that the signatures of the parties hereto shall be binding upon their successors as assigns, and that the vacating of the premises herein named shall not release the property owners from this contract, except at the option and written consent of the Town.

WATER AND SEWER CONNECTION CONDITIONS

- 4. Any person or contractor who desires a sewer and/or water service connection or termination or desires to make any physical alteration or connection (herein called the 'Project Work') must, not less than fourteen (14) working days prior to requiring the Project Work, submit this completed application to the Town. The Town reserves the right to perform any of the required Project Work with respect to the water system or water service connection within the right-of-way. The Town of Faro Operations Manager or designate (herein called the 'Operations Manager') may waive the right to perform the proposed Project Work, with respect to the sanitary sewers, storm sewers, or water services based on operational needs, and based on confirmation that the contractor completing the Project Work is first approved by the Operations Manager.
- 5. The Applicant agrees to perform the work within the right-of-way subject to the concurrence of the Operations Manager, and such work shall be satisfactory in all respects to the Operations Manager. All work approved to be performed by the Applicant shall be at the cost of the Applicant, and all costs of the inspection, testing, and final connection costs shall be at the cost of the Applicant.
- 6. If an Applicant is approved by the Operations Manager to install a service,
 - 5.1 the Applicant shall be permitted to do the Project Work to install service only during normal hours of operation for the Town of Faro Public Works Department. If the Project Work is required outside of normal work hours, all callout fees and overtime expenses incurred will be at the cost of the Applicant; and



APPLICATION FOR CONNECTION TO FARO WATER DISTRIBUTION SYSTEM AND/OR SANITARY SYSTEM

- 5.2 the Applicant shall ensure no damage is done to Town lines. If Town lines are damaged, Town forces will complete the repairs, the costs of which will be borne by the Applicant; and
- 5.3 the Applicant shall use only material approved by the Operations Manager; and
- 5.4 the Applicant shall allow an inspector to be on-site at all times during the installation of the services, if required by the Operations Manager; and
- 5.5 the Applicant shall pay all costs associated with inspection.
- 7. Inspections will involve viewing the Project Work a maximum of four (4) times as the following stages of construction, including:
 - 6.1 inspection when main is bare and has been tapped;
 - 6.2 when sand bedding is in place;
 - 6.3 when ditch is 50% full and is compacted; and
 - 6.4 when backfill is completed.
- 8. All costs referenced as being invoiced by the Town shall be based upon the current Fees & Charges Bylaw.
- 9. The Town will perform a CCTV inspection of new sewer services upon completion of installation.
- 10. Notice of shutdowns must be provided by the Applicant to the Town minimum 24 hours in advance of requested shutdown (during Town hours of operation) so notifications can be provided to the public.
- 11. No person except an employee of the Town Public Works Department, or an authorized member of the Faro Fire Department, shall actuate valves or any other appurtenance on the Town's water system.
- 12. Application for initial water supply shall be made in writing to the Town upon the <u>Water Connect/Disconnect</u> <u>Request Form</u> supplied by the Town for that purpose.

APPLICANT:		(signature)
MAILING ADDRESS:		
PHONE:		
Approved by the Town thisday	r of, 20	
Authorized Signature:		



 P.O. Box 580, Faro, Yukon, Y0B 1K0

 Phone: (867) 994-2728
 Fax: (867) 994-3154
 cao-faro@faroyukon.ca
 www.faro.ca

BUI	LK WATER USAGE APPLICATION & USER AGREEMENT
<u>а (1-щ 1) са с</u>	APPLICANT'S INFORMATION
FIRST NAME:	LAST NAME:
ADDRESS:	
EMAIL:	PHONE:
Are you a T	own of Faro Resident (circle one)? (YES) (NO) own of Faro Commercial user? (YES) (NO) , there is a different rate for using the bulk water for non-residents and
	CONDITIONS:
mainten the Bul chlorina 2. The cur	own of Faro will not be held liable or responsible for the care, control, and/or nance of personal holding tanks nor the safety of the water once withdrawn from k Water Fill Station. Therefore, it is extremely important for users to maintain (by ating/disinfecting) their own equipment on a regular basis. Frent Water and Sewer Bylaw and all amendments thereto shall apply and govern of and access to water for all applicable users.
	is noted in the current Fees & Charges shall be levied. Users are required to ensure acounts are current and paid within thirty (30) days of being billed/invoiced.
users al are cor	re required to maintain their login credentials in a safe and secured place. Further, re required to immediately notify the Town of Faro if/when their login credentials npromised. Failing to report to or notify the Town that one's credentials are mised may result in the user being responsible for covering the cost of unauthorized
	vice may be suspended or terminated by the Town of Faro in accordance with the ns of applicable bylaws.
	k Water service may be terminated by the User with the provision of written notice d to the Town of Faro.
Office. 1	encounter difficulty with the system during business hours, please visit the Town If difficulty is experienced during the weekend or non-business hours, users may r-hours On-Call Number at 867-332-1250. Additional call-out charge will be levied -errors.



P.O. Box 580, Faro, Yukon, YOB 1KO

Phone: (867) 994-2728 • Fax: (867) 994-3154 • cao-faro@faroyukon.ca • www.faro.ca

PROCEDURE (how to use the system):

- 1. Chlorinate (disinfect) your equipment, i.e. hose connection ends, with Bleach (Sodium Hypochlorite) prior to use each time.
- 2. Chlorinate (disinfect) your holding tank on a regular basis to ensure and maintain the safety of the water. *Reminder, the Town of Faro will not be held responsible for the care, control, and maintenance of personal holding tanks and the safety of the water once withdrawn from the Bulk Water Fill Station.*
- 3. Connect to the Bulk Water Fill Station and verify that the connections are done properly prior to turning on the system.
- 4. If required, open all relevant valves on your water storage system, i.e. temporary storage tank, to ensure the smooth transfer of water once the system is turned on.
- 5. Enter your login credentials (Code and Pin) using the Keypad.
- 6. Enter the approximate volume of water required. Please note, you may turn off the water at any time by turning the switch to the "off" position.
- 7. Once you entered your credentials and volume, the system is ready. Turn the switch to "on" located on the right-hand side of the system.
- 8. When finished, please disconnect from your temporary storage tank first, then disconnect from the bulk water fill station. During the winter months and periods of low temperatures, it is especially important to ensure that residual water is disposed off in the drainage grate located on site to prevent the creation of a hazardous situation (slip and falls).

9. Prior to leaving the site, ensure the box housing the connection point is closed.

Signature of Applicant:	Date:

FOR OFFICE USE ONLY		
Received by:		Date:
Assigned Credentials	User Code:	
	Pin:	
Comments:		



Town of Faro Memorandum

To: Mayor & Council

From: Larry Baran, CAO

Re: Special Request during Residential Lot Development

With the recent lottery offering of YG lots on Ladue, a purchaser has acquired YG Lot 207 and seeks special permission from Council to place a travel trailer on the lot during the time that he is required to complete construction as per his purchase agreement with the Yukon Government.

The intent would be that the travel trailer would used as a temporary residence for 2 to 3 years while his permanent residence is constructed.

The purchaser notes that the travel trailer would be positioned on the lot so that it would not impede the construction of the new structure but still be placed so that it would be confined within his property boundary lines.

Although Administration sees no issues with this request, it must be noted that we can find no previous example where this type of request was either previously supported or denied, therefore, Council may be setting a precedent with this request.

Administration seeks direction from Council.

Suggested Motion of Council:

If Council supports this recommendation, a proposed Motion of Council might be worded as follows:

Resolution #_____

That Council _____

Moved: _____ Seconded: _____ <u>Any discussion?</u> <u>All in Favour?</u> Any Opposed?

Carried/Defeated

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Item: 11.1

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