

**The Regular Meeting of Council was held on Monday, February 24<sup>th</sup>, 2014 at 7:00 pm in the Council Chambers.**

Present: Mayor Cassidy, Deputy Mayor Jungkind, Councillors McKay, Candow, Mapes, Dohey, Jameson, Maher and Coakwell

Staff: Ross Potter – Fire Chief, Ian Frankton - Director of Recreation and Community Services, Stacey Barnes– Recording Secretary/Executive Assistant, David Steele – Senior Administration Officer

Other: Warren Nekurak, Sarah Ladik (Hub), Jean Locke, Ross Stanley, Justin Carey (Biogenie)

**1. CALL TO ORDER:**

This Meeting was called to order at 7:00 pm with Mayor Cassidy presiding.

**2. ADOPTION OF AGENDA**

**#14-050      MOVED BY: CLLR JAMESON  
                  SECONDED BY: CLLR CANDOW**

**CARRIED**

Let it be noted that agenda item 5c) Rec Board Minutes was removed from agenda.

**3. DECLARATION OF INTEREST**

Councillor Mapes declared an interest in agenda item #9e) Fire Hall Update Report, as his company is a subcontractor.

Councillor Jameson declared an interest in agenda item #13a) In Camera Contract, as it pertains to her company.

Councillors Jungkind and Coakwell declared in interest in agenda item #13b) In Camera – Matter still under consideration as it pertains to their employer.

**4. ANNOUNCEMENTS, AWARDS, CEREMONIES & PRESENTATIONS**

**Councillor Coakwell**– Pond Hockey coming up, registration is open. Rinks will be happening this weekend, a Zamboni driving course as well.

**Councillor Maher**– Congrats to the Chamber of Commerce on their Gala dinner, Iris Blake was nominated with the Customer Service Award and Marny Twigg was nominated Citizen of the Year Award.

**Councillor Candow**– Elders parliament happening May 5-9 for NWT residents over the age of 50.

**Mayor Cassidy**– Olympics are done, Hay River's own, Brendan Green did well. Canadians also did well. Busy weekend coming up with K'amba Carnival and Race Hay River Ski-doo races taking place.

**5. MINUTES**

a) Minutes of the Regular Meeting of Council, February 10<sup>th</sup>, 2014

**#14-051            MOVED BY: CLLR CANDOW  
                          SECONDED BY: DEPUTY MAYOR JUNGKIND**

**That the Council of the Town of Hay River accepts the Minutes of the Regular Meeting of Council, February 10<sup>th</sup>, 2014 as presented.**

**CARRIED**

Let it be noted, Councillor Jameson wanted to make sure the Minutes included her declaring an Interest and stepping out on agenda item #11a) In Camera.

b) JOH&S Committee Minutes for January 15<sup>th</sup>, 2014

**#14-052            MOVED BY: CLLR DOHEY  
                          SECONDED BY: CLLR JAMESON**

**That the Council of the Town of Hay River accepts the JOH&S Committee Minutes, January 15<sup>th</sup>, 2014 as presented.**

**CARRIED**

**6. BUSINESS ARISING FROM THE MINUTES**

There was no business arising from the Minutes of the Regular Meeting of Council, February 10<sup>th</sup>, 2014 and the Minutes of the JOH&S Committee for January 15<sup>th</sup>, 2014.

**7. MAYORS REPORT**

**RECOMMENDATION:**

**#14-053            MOVED BY: DEPUTY MAYOR JUNGKIND  
                          SECONDED BY: CLLR CANDOW**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Mayors Report for February 2014 as presented.**

**CARRIED**

**BACKGROUND:**

**Formal Meetings:**

- Shiva Dean – President, Northern Transportation Company Limited
- Wally Schumann – President, Hay River Metis Nation
- Terry Rideout – Chair for the Committee Against Elder Abuse
- Rob Marshall and Sara Rosolen – AG North Experimental Project

**Informal Meeting**

-DJSS Student Council

**Informal Events:**

General Plan workshop with Council  
Policy Committee

**Upcoming Meetings:**

Committees of Council  
-Policy Committee  
Standing Committee on Public Works  
Standing Committee of Municipal Services

**Administration Meeting**

As required

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

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**Prepared by:**



Andrew Cassidy  
Mayor

**8. ADMINISTRATIVE ENQUIRIES**

There was no Administration Enquiries for Regular Meeting of Council, Monday, February 24<sup>th</sup> 2014.

9. MUNICIPAL SERVICES COMMITTEE REPORTS

a) Emergency Services Monthly Report

**RECOMMENDATION:**

**#14-054**

**MOVED BY: CLLR M<sup>C</sup>KAY  
SECONED BY: CLLR CANDOW**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Emergency Services Activity Report for the month of January 2014 as presented.**

**CARRIED**

**BACKGROUND:**

This year started out with a small Fireworks show for the kids, this was sponsored by the RCMP and HRFD. The RCMP donated all their confiscated family class fireworks to the show and the Fire Department used part of the training budget to pay for the 7.2 class fireworks. This show was followed by a large show for the adults at midnight which was sponsored by the Town of Hay River Recreation Department. With these two shows we are now able to certify a number of our members with Fireworks Supervisor level which will hopefully give DFC McKay a long overdue break from supervising the show next year. Vince has been doing the show for 14 years straight so well deserving of a break.

January was an exciting month for the Fire Department as we declared the new Fire Hall Operational. All units were moved into the new hall on Saturday January 25, 2014 with our first response out of the hall on the same day. Work still continues on the outside of the facility but the greatest proportion of inside work is now complete. The plan at this time is to hold a grand opening of the hall on May 23<sup>rd</sup>, 2014.

We also activated the new Ambulance on Thursday January 29<sup>th</sup> which is a most welcome replacement of the 28 year old Crestline Ambulance which was starting to suffer from old age. Medic 1 made its first call on January 30<sup>th</sup> and has been rolling on a daily basis since then, unit handles very well and it will meet all the needs of the Department for Medical Emergencies and Highway Rescue calls for years to come.

The Fire Department assisted the Northwest Territories Power Corporation with fire drills in both of their buildings this month. This has become an annual event and from what I have seen so far they are leaders when it comes to safety related exercises. It seems like the employees are well informed of what to do in the event of an emergency which is great to see when dealing with the number of employees that reside within the building. I have no doubt that if there is an emergency there, the main focus of the Fire Department will be dealing with the loss of property not life which makes our job that much easier.

During the Evergreen fire on the Reserve we noticed a leak in the tank of our Tanker which was a huge concern for us as we thought we were going to end up with some major costs. As it turns out we were able to have the manufacturer of the tank come up to complete the repairs under warranty. When the truck was originally purchased in 1998 we tried to ensure that only the best products be used in the construction of it. This definitely paid off as within 2 weeks of our complaint about the tank leaking UPF Tanks flew a technician up out of the States to repair the tank and complete a total inspection to ensure that we have no other

weaknesses in it. This is one of the few companies that I have dealt with who offer a lifetime warranty and stick behind that warranty.

The start of the cycle for Dayhome and Daycare inspections started this month and we have completed 5 inspections so far this year. We will continue with the inspections and hope to see all of them completed by the end of March. I am extremely happy to report that so far all of the facilities have had very few deficiencies and they are more than happy to repair anything that is in default.

We also held our very first Fire Prevention session in the new firehall on Thursday January 30, 2014. This session was with the Brownies and these kids really knew their fire safety stuff. This indicates to us that our Fire Prevention activities are paying off. The only thing that distresses us is that not very many of the kid's families conduct fire escape exercises. The kids know all about them as they practice at school but very few do so at home something we will continue to promote during all of our Fire Prevention lectures.

The Fire Chief is once again working with the RCMP participating as an instructor for their Winter Indoctrination Courses. The training helps us get to know the different members and builds great working relationships between the two organizations.

**Meetings:**

- PWS Committee Meeting
- Council Meeting
- Municipal Services Meeting
- Management Meetings

During the month of January 443 Volunteer hours were served by the members of the HRFD for a year to date total of 443 hours year to date.

Item	Level of Activity
Patient Transfers	11
Medical Emergencies Local	9
Medical Emergency Village	1
Medical Emergency Highway	0
Medical Emergency Out of Town	0
Body Transfers	0
Fires	2
Rescues	1
False Alarms	5
Ambulance Training	1
Fire Training	3
Special Training	0
Cleanup & Maintenance	4
Fire Permits	1
Fireworks Permits	7
Public Safety Sessions	5
Inspections	6

Child Seat Inspections	0
Recruitment	0
Emergency Plan	
Special Projects	
Active Membership at Month End	32
<b>Equipment Maintenance</b>	
Ambulance 1	Weekly Checks
Ambulance 2	Weekly Checks, Strip and Remove from Service
Medic 1	Weekly Checks, Configure & Install Gear
Pump 1	Weekly Checks, Install Nederman Controls
Pump 2	Weekly Checks, Install Nederman Controls
Pump 3	Weekly Checks, Install Nederman Controls
Tanker 1	Weekly Checks, Repair Tank (Warranty)
Rescue 1	Weekly Checks, Install Nederman Controls
Rescue 2	Weekly Checks
Rescue 5	Weekly Checks

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

Fire Prevention Bylaw

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

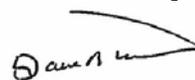
Prepared by:



Ross Potter  
Fire Chief

Date: February 3<sup>rd</sup>, 2014

Reviewed by:



David Steele  
Senior Administrative Officer

Date: February 13<sup>th</sup>, 2014

b) Municipal Enforcement Monthly Activity Report

**RECOMMENDATION:**

#14-055

**MOVED BY: CLLR M<sup>C</sup>KAY  
SECONDED BY: CLLR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Municipal Enforcement Report for January 2014 as presented.**

**CARRIED**

**BACKGROUND:**

By-law Name	Complaints Received	Warnings Issued	Tickets Issued
TRAFFIC	0	24 (parking offences)	0
ANIMAL CONTROL	4	8	0
NOISE CONTROL	0	0	0
BUSINESS LICENSE	0	0	0
UNSIGHTLY LAND	0	0	0
LOTTERY LICENSE	0	0	0
TAXI LICENSE	0	0	0
SMOKING REGULATION	0	0	0
STREET CLEARING	0	0	0
GARBAGE COLLECTION	0	0	0

NWT Offences	Complaints Received	Warnings Issued	Tickets Issued
Motor Vehicle Act	0	0	0
“ATV” Act	1	0	0

Dog Attack Complaints Received	0
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Number of Dogs Caught	2
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**Unsightly Properties:**

There are currently nine properties under investigation.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

Bylaws as applicable

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

**Prepared by:**



Dave Ryan  
Bylaw Officer

Date: February 3, 2014

**Reviewed by:**



Ross Potter  
Fire Chief

Date: February 3, 2014

c) January Recreation Activity Report

**RECOMMENDATION:**

#14-056

**MOVED BY: DEPUTY MAYOR JUNGKIND  
SECONDED BY: CLLR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report entitled  
"Recreation and Community Services Monthly Report" for January 2014 as presented.  
CARRIED**

**BACKGROUND:**

Department Overview

- Annual Arena advertising billing was completed
- Arena RFP confirmed
- Annual Fire Suppression System inspection
- Score Clock Electrical work
- Capital Budget Review

- Personnel Review
- Union Collective Bargaining

Department Statistics:

- Recreation Centre Admissions
  - o Arena: Public Skating = 55 Shinny Jr = 46 Shinny Sr = 26
  - o Pool: Admissions = 974 Birthday Packages = 7
- Recreation Centre Rentals

Arena Surface: Back to Regular Scheduled Ice Jan 6

Figure Skating Test Day (Jan 11-12), Huskie Home Game (Jan 17-19),

Old-Timers Tournament (Jan 31-Feb 2)

Smaller Rentals = 3.5hr

- Pool: Back to Regular Scheduled Programming Jan 6
- Community Hall: DJ Pac Bingo (Jan 17), DJ Pac Bingo (Jan 31),

Smaller Rentals = 4hr

- Doug Wieterman: Huskies Home Game (Jan 17-19),  
Old-Timer Tournament (Jan 31 – Feb 2)

Smaller rentals = 6hr

- Programs
  - o Junior Lifeguard Club: avg. 13 participants, 1 class/week
  - o Adult Swimming Lessons: 2 Participants 2 class/week
  - o Private Lessons: 6 in January
  - o Aqua Fit: avg. 13 participants, 2 classes/week
  - o Aqua Fusion: avg. 6 participants, 2 class/week
  - o Aqua Therapy: avg. 8 participants, 1 class/week
  - o Swim Lessons: 28 participants, in 9 Lessons
  - o Morning Swim Club: 1 signed up yearly, 2 Seasonal, 2 Monthly
  - o Cancelled Programs: None
  - o Upcoming Programs: Early Birds swim club, First Aid Instructors, First Aid Course.
  - o Beginner Hatha Yoga: 19 registered participants (2 class – 2 sessions/week)
  - o Happy Baby Yoga (Mom & Baby Yoga): 8 registered participants (1 class – 1 session/week)
  - o Prenatal Yoga: 3 registered participants (1 class – 1 session/week)
  - o Drop – In Basketball: Approx. 14 participants (1 session/week)
  - o Senior Ice Hockey (Shinny): Avg. 6 participants per session (2 sessions/week)
  - o Junior Ice Hockey (Shinny): Avg. 8 participants per session (2 sessions/ week)
  - o Public Skating: Avg. 9 participants per session (1 session/week)
  - o Technology Training Classes: 32 out of 64 possible sessions filled (8 sessions per week – 4 weeks)
  - o Seniors Fitness Classes: 6 participants per session (2 sessions/week)
  - o PHAB: 18 participants; 2 volunteers (2 session)
- Postponed Programs:
  - o PHAB (Jan 8 – Postponed due to flu)
- Cancelled Programs:
  - o None to report at this time.
- Upcoming Programs:
  - o Beginner Hatha Yoga (Mondays & Wednesdays until Feb. 12),

- Pre-Natal Yoga (Thursdays; Mondays begins Feb 17 [New session]),
- Happy Baby Yoga (Wednesdays ;),
- PHAB (Feb 5 & Feb 19),
- Technology Training (Tuesdays & Thursdays),
- Drop-In Basketball (Sundays),
- Senior Fitness (Mondays & Wednesdays)
- Sr. Shinny Ice Hockey (Wed & Fri),
- Jr. Shinny Ice Hockey (Mon & Thurs),
- Public Skating (Tues)

Grants/Funding:

- Received assistance from NWT Recreation and Parks Association to pay for an Instructor expenses to come to Hay River from Edmonton for First Aid Instructors.

Projects:

- Running a First Aid Instructors for the Full time staff to attend as well as receive funding from NWTRPA to help pay for the Instructor to come from Edmonton.
- Update on the NWT Water Smart Program. We have had 4 schools, and 151 students participate in the program, tentatively 2 more schools booked. Reporting to the RPA is due end of March 31, 2014.
- Events
  - Santa Claus Parade (November 29): 17 floats, 400+ attendees
  - Breakfast with Santa (November 30): 250 attendees
  - Skate with Santa (Dec 20): 150 attendees
  - New Year's Eve Celebration (Dec 31): 250+ attendees
  - Upcoming Events: Family Snow Tubing and Sledding (Jan 11)
  - Family Snow Tubing and Sledding (Jan 11): 75 attendees; sliding, fire, hot dogs, hot chocolate.
- Upcoming Events: Family Snow Sculptures (Feb 22)
  - Brendan Green Olympics Race Viewing Parties (Feb 8 & Feb 22)
  - Olympic Viewing Parties (Throughout the Olympics – Feb 7 through Feb 23)
  - Green Day – Feb 7: Show your support for Brendan Green and join the rest of the territory by wearing "Green"

Programmer Meetings:

None to report at this time.

Personnel Updates:

- Departures: None
- Vacancies: None
- New Hires: None

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

**Prepared by:**



Ian Frankton  
Director of Recreation  
and Community Services

Date: February 10<sup>th</sup>, 2014

**Reviewed by:**



David Steele  
Senior Administrative Officer

Date: February 10<sup>th</sup>, 2014

d) Disposal of Ambulance

**RECOMMENDATION:**

**#14-057**

**MOVED BY: CLLR DOHEY  
SECONED BY: CLLR M<sup>C</sup>KAY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the disposal of  
Ambulance 2 Serial Number 1FDKE30L7GHC08535 through local public auction.**

**CARRIED**

**BACKGROUND:**

Ambulance 2 is a 1986 E350 Type III Ambulance that has served Hay River very well for the past 28 years. Council approved the purchase of a new Type III Ambulance last year which has now arrived and is being put into service so this unit is no longer required by the Fire Department. All portable equipment, supplies, etc. will be removed from the unit and redeployed to other Ambulances still that are in active service.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

Bylaw 1574 Property Procedures Bylaw

**FINANCIAL IMPLICATIONS:**



- On June 18, 2013, Stantec performed a site inspection. Progress is quickly advancing on this project and inspection reports are pending from Stantec.
- On July 30<sup>th</sup>, 2013 Stantec performed a site inspection. Progress is quickly advancing on this project and inspection reports are pending from Stantec. We also received the schedule for the project and the commissioning and inspection of the Fire Hall is scheduled for October 28<sup>th</sup> thru 30<sup>th</sup>, 2013.
- To date, Arcan has submitted fifteen Progress Applications, all of which have been reviewed by Stantec and Certificates for Payment issued:
  - September 06, 2012, in the amount of \$486,995.22 plus GST.
  - October 04, 2012, in the amount of \$465,742.80 plus GST.
  - November 01, 2012, in the amount of \$753,458.58 plus GST.
  - December 11, 2012, in the amount of \$318,630.51 plus GST.
  - February 26, 2013, in the amount of \$234,745.33 plus GST.
  - March 15, 2013, in the amount of \$57,884.68 plus GST.
  - April 03, 2013, in the amount of \$159,014.25 plus GST.
  - May 07, 2013, in the amount of \$396,566.17 plus GST.
  - July 31, 2013, in the amount of \$330,721.88 plus GST.
  - August 21, 2013 in the amount of \$257,071.28 plus GST.
  - September 12, 2013 in the amount of \$218,709.79 plus GST
  - October 11, 2013 in the amount of \$248,191.50 plus GST
  - November 18, 2013 in the amount of \$275,752.12 plus GST
  - February 5, 2014 in the amount of 576,988.88 plus GST
- These Progress Applications for Arcan total \$5,164,879.82 plus holdback representing 90% of the revised contract amount of \$5,738,755.35.
- Arcan provided Progress Application No. 15 to Stantec on January 14, 2014 (Appendix A). This application was reviewed by Stantec and a Certificate for Payment issued on February 10, 2014, in the amount of \$576,988.88 plus GST.
- Change Orders represented on this invoice are 1.8 % of original contract amount.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

Appendix A - Progress Application No. 14

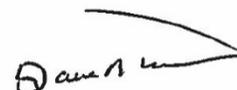
**Prepared by:**



Ross Potter  
Fire Chief

Date: February 10<sup>th</sup>, 2014

**Reviewed by:**



David Steele  
Senior Administrative Officer

Date: February 13<sup>th</sup>, 2014

Let it be noted that Councillor Mapes departed the Chambers and did not take part in the discussion or vote re: agenda item #9e.) Fire Hall Project Update because his Company is a subcontractor.

f) Use of Old Town Fire Hall

**RECOMMENDATION:**

**#14-060**

**MOVED BY: DEPUTY MAYOR JUNGKIND  
SECONDED BY: CLLR JAMESON**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs Administration to explore other options within the Towns buildings and lots for storage, and have an appraisal done on the Old Town Firehall.**

**CARRIED**

**BACKGROUND:**

When we worked on the needs assessment for the new Fire Hall it was indicated that we required a facility that would be 6 bays wide and 2 deep so that we would be able to house our present equipment and be prepared for future development. The extra bays would also have given us the space to store other consumable items. The hall was cut back to 5 bays wide by 2 deep as a cost saving measure to bring the cost of the new hall down to an achievable amount of money.

When the bays were cut, we were hoping that we could still use the Old Town Fire Hall for storage of our Mass Casualty Trailer, 2 Skidoos and other items such as spare bunker gear, forestry pumps, foam, etc. The mass casualty trailer contains things such as blankets, bandages, stretchers and other miscellaneous supplies. Due to the construction of the trailer it is adversely affected by weather even after attempts at sealing it properly. We find that we are ending up with moldy blankets, bandages and other supplies which have to be replaced on a yearly basis. If the trailer was stored indoors this would not be the case and the trailer would be ready for response at all times.

Storage in the new hall is very limited and we would prefer to not clutter it up if at all possible ending up with the same problems we had with the old facility.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

Alternative 1: Fire Department use of facility for the storage of Mass Casualty Trailer, Skidoos and Consumable items.

Alternative 2: Shared use of the facility for Fire Department/Recreation Department

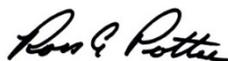
Alternative 3: Turn building over to another department within the town.

Alternative 4: Sell present building

**ATTACHMENTS:**

N/A

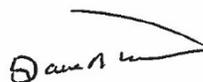
**Prepared by:**



Ross Potter  
Fire Chief

Date: February 3<sup>rd</sup>, 2014

**Reviewed by:**



David Steel  
Senior Administrative Officer

Date: February 13<sup>th</sup>, 2014

Let it be noted that Councillor M<sup>c</sup>Kay was opposed.

g) 31<sup>st</sup> Annual K'amba Carnival Report

**RECOMMENDATION:**

#14-061      **MOVED BY: CLLR JAMESON**  
                 **SECONDED BY: CLLR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts ByLaw No. 2326/GEN/14 declaring a 1/2 day Civic Holiday on February 28<sup>th</sup>, 2014 honoring the 31<sup>st</sup> Annual K'amba Carnival**

**CARRIED**

**BACKGROUND:**

Commencing in the year 2005, the Council of the Town of Hay River has declared a half day Civic Holiday (pursuant to Cities, Towns & Villages Act, Section 70) in celebration of the annual Hay River Reserve's K'amba Carnival. This half-day civic holiday in support of the Katlodeeche First Nation's carnival is eagerly awaited by residents each year and is an opportunity for the Town of Hay River to show its support for its neighbors and their cultural event.

In order to honor the 31<sup>st</sup> Annual K'amba Carnival, the Council of the Town of Hay River declares a half day civic holiday on the Friday, February 28<sup>th</sup>, 2014 at 12:00 o'clock noon.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

**Prepared by:**

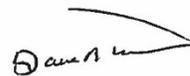


Stacey Barnes  
Executive Assistant

Date: February 13<sup>th</sup>, 2014

h) Hay River Ice Fishing Derby

**Reviewed by:**



David Steele  
Senior Administration Officer

Date: February 13<sup>th</sup>, 2014

**RECOMMENDATION:**

#14-062

**MOVED BY: CLLR DOHEY  
SECONDED BY: CLLR JAMESON**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER authorizes Administration to enter into a contribution agreement with the Hay River Off-Road Society for the 2014 Hay River Ice Fishing Derby, in the amount of \$5,000.**

**CARRIED**

**BACKGROUND:**

The Hay River Ice Fishing Derby is now operating under the Society's Act as the Hay River Off-Road Recreation Society. This year will be the 3rd year for the annual fishing derby which attracted 135 guests and tourists to the community last year. This year's event is estimated to bring 500 participants to the site for the annual derby. The scope of this event requires investment from all tourism partners within the community. Last year, the town supported the derby with a \$10,000 contribution. The Society was proud to report that 100% of the contribution agreement was spent locally. Continued support from the Town will ensure event volunteers are able to raise the bar for this annual event and attract more visitors to the community. Additionally, continued support will allow the society to ensure that prizes, services, and general products are purchased locally, supporting the local economy.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

\$10,000 from tourism promotions that has a total allocation of \$25,000 for the 2014 budget.

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

- Letter from Hay River Ice Fishing Derby
- Contribution Agreement
- 2013 Financial Statement

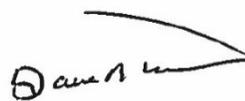
**Prepared by:**



Jordan Stackhouse  
Economic Coordinator

Date: February 13<sup>th</sup>, 2014

**Reviewed by:**



David Steele  
Senior Administration Officer

Date: February 13<sup>th</sup>, 2014

i) Unsightly By-Law Report

**RECOMMENDATION:**

#14-063

**MOVED BY: DEPUTY MAYOR JUNGKIND**

**SECONDED BY: CLLR JAMESON**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves Third and Final Reading of the updated Unsightly Properties By-Law 2322/GEN/13.**

**CARRIED**

**BACKGROUND:**

During the April 15<sup>th</sup> 2013 regular meeting of council, council asked that Administration update the Unsightly Properties Bylaw to include a charging section. While adding the charging section to the Bylaw a few other minor changes have been made to it. First and Second Reading took place on August 26th, 2013. This Bylaw has now been assessed by the Policies Committee and is ready for Third and Final Reading.

We have had issues in the past where tickets were refused in court due to a lack of a Schedule of fines being part of the bylaw and that Schedule being mentioned within the body of the bylaw. The Schedule is now mentioned in section 32 of the bylaw and Schedule A which incorporates the fines for the bylaw are now part of the document. This will enable the Bylaw Officer to serve a Summary Offence Ticket without any problems if it is taken to court.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

Unsightly Land Bylaw 2009/GEN/06

**FINANCIAL IMPLICATIONS:**

N/A

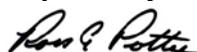
**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

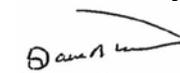
N/A

**Prepared by:**



Ross Potter  
Fire Chief

**Reviewed by:**



David Steele  
Senior Administrative Officer

Date: February 13<sup>th</sup>, 2014

Date: February 13<sup>th</sup>, 2014

Let it be noted that Councillor Mapes was opposed.

j) Fire Smart Program

**RECOMMENDATION:**

**#14-064**

**MOVED BY: DEPUTY MAYOR JUNGKIND  
SECONDED BY: CLLR MAHER**

**THAT THE TOWN OF HAY RIVER write a letter to Environment and Natural Resources (ENR) requesting funds for Fire Smarting area 5 of Map 5 Fuel Modification Hay River, and if approved by them, enter into the required agreement.**

**CARRIED**

**BACKGROUND:**

The Fire Department has been working with ENR in regard to completing work to Fire Smart the Community. We have just been made aware of the fact that there may be some funding available to Fire Smart 13.5 Ha on Vale Island. This area was suggested as an area of importance in the Community Wildfire Protection Plan that was published in January of 2011.

The area is an area of concern for the Fire Department as some of it is along 105 Avenue which could put homes in danger in the event of a lightning strike, uncontrolled campfires or careless disposal of smoking material.

The project itself will be the thinning and pruning of trees along the area. Thinning is the removal of trees so that there is 2-3 meters distance from one tree to another and the pruning will be to prune branches from the trees to a height of 2 meters. This should stop fire from spreading through tree topping. Another added benefit would be that wildlife would be less inclined to inhabit the area.

To obtain the funding required ENR requires a letter from Council approving the work to be completed.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

- Fire Prevention Bylaw
- Community Wildfire Protection Plan

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

Fuel Modification Map

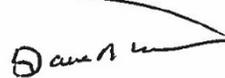
**Prepared by:**



Ross Potter  
Fire Chief

Date: February 13<sup>th</sup>, 2014

**Reviewed by:**



David Steele  
Senior Administrative Officer

Date: February 13<sup>th</sup>, 2014

**10. NOTICES OF MOTIONS**

There were no Notices of Motions for the Regular Meeting of Council, February 24<sup>th</sup>, 2014.

**11. NEW BUSINESS**

a) RCMP Monthly Report for January 2014

**RECOMMENDATION:**

#14-065

**MOVED BY: CLLR DOHEY  
SECONDED BY: DEPUTY MAYOR JUNGKIND**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Monthly Mayor's Policing Reports for January 2014 from the Hay River RCMP Detachment "G" Division Northwest Territories as presented.**

**CARRIED**

**BACKGROUND:**

N/A

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

A copy of the Monthly Mayor's Policing Reports for January 2014 from the Hay River RCMP Detachment "G" Division Northwest Territories is attached for the information of Council

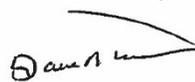
**Prepared by:**



Stacey Barnes  
Executive Assistant

Date: February 20<sup>th</sup>, 2014

**Reviewed by:**



David Steele  
Senior Administrative Officer

Date: February 20<sup>th</sup>, 2014

b) NWTAC Resolutions

**RECOMMENDATION:**

**#14-066      MOVED BY: DEPUTY MAYOR JUNGKIND  
                  SECONDED BY: CLLR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the NWTAC Resolution Report and moves to submit the Resolution as presented.**

**CARRIED**

**BACKGROUND:**

In order to get a Resolution to the NWTAC, the Resolution has to be endorsed by Council;

**WHEREAS:** The Government of the Northwest Territories is responsible for the services and associated fees for households in the General Taxation Area; and

**WHEREAS:** The Government of the Northwest Territories is responsible for the assessment and determination of the mill rates for these households; and

**WHEREAS:** These households typically make use of municipal services such as landfill, water and sewer systems, emergency services etc.

**THEREFORE BE IT RESOLVED THAT** the Government of the Northwest Territories develop a policy whereby the mill rate levied to these households, in proximity to established communities, mirrors municipal mill rates; and the monies collected by the Department of Municipal and Community Affairs be distributed to the nearest community that provides for municipal services.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

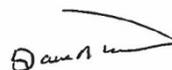
**Prepared by:**



Stacey Barnes  
Executive Assistant

Date: February 20<sup>th</sup>, 2014

**Reviewed by:**



David Steele  
Senior Administrative Officer

Date: February 20<sup>th</sup>, 2014

c) Asbestos Management Plan

**RECOMMENDATION:**

**#14-067**

**MOVED BY: CLLR CANDOW  
SECONDED BY: CLLR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the Asbestos Management Plan as presented.**

**CARRIED**

**BACKGROUND:**

While the upgrading of Lift Station # 1 was underway it was determined that there was Asbestos on site. This is very typical of any structure that was built prior to 1988 as Asbestos was used in a number of building materials.

WSCC employees were made aware of the fact that there was Asbestos within that building which instigated a site visit, inspection and consequent discussions with the SAO. WSCC placed an order against the town to implement an Asbestos Management Plan; the plan was developed and is attached.

The plan was sent to WSCC for approval and Mr. Ed Hardy responded with a couple of minor changes in regard to notification times. All recommendations that were made have been implemented within the document.

Tasks now include surveying of all Town facilities for asbestos content, formally identifying all instances, and training of all employees on asbestos awareness and associated implications. The plan does not extend to the actual removal, which needs to be done by specialists when time for renovation or demolitions.

**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

**APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:**

- The Northwest Territories & Nunavut Codes of Practice – Asbestos Abatement
- The Consolidation of General Safety Regulations R.R.N.W.T. 1990.c.S-1 and the Consolidation of Asbestos Safety Regulations R-016-92
- Environmental Protection Act (EPA) of the NWT, and the Department of Environment and Natural Resources, Environmental Guideline for Waste Asbestos.
- Transportation of Dangerous Goods acts and regulations.
- Alberta Department of Labor Asbestos Abatement Manual

**FINANCIAL IMPLICATIONS:**

Efforts will be made to use existing Town Staff where possible to help identify instances, but using contracted resources where required. Costs will be incurred for some external contractors and for tuition fees to train affected employees. The level of these incremental cost have not yet been determined.

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

Asbestos Management Plan

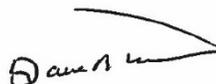
Prepared by:



Ross Potter  
Fire Chief

Date: February 20<sup>th</sup>, 2014

Reviewed by:



David Steele  
Senior Administrative Officer

Date: February 20<sup>th</sup>, 2014

d) General Plan Next Steps

For Councils Discussion only

**12. COMMITTEE OF THE WHOLE**

#14-068

**MOVED BY: CLLR DOHEY  
SECONDED BY: CLLR JAMESON**

**That the Council of the Town of Hay River moves to Committee of the Whole at 7:19pm.**

**CARRIED**

**#14-069      MOVED BY: CLLR DOHEY  
                  SECONDED BY: CLLR JAMESON**

**That the Council of the Town of Hay River move out of Committee of the Whole at 7:24pm.**

**CARRIED**

**13.    IN CAMERA**

**#14-070      MOVED BY: CLLR CANDOW  
                  SECONDED BY: CLLR DOHEY**

**That the Council of the Town of Hay River move to In Camera at 7:30pm.**

**CARRIED**

**#14-071      MOVED BY: CLLR DOHEY  
                  SECONDED BY: CLLR CANDOW**

**That the Council of the Town of Hay River move out of In Camera at 8:49pm.**

**CARRIED**

**14.    BIOTREATMENT PAD**

**#14-072      MOVED BY: CLLR MAHER  
                  SECONDED BY: CLLR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER award the contract for Engineering and Marketing Services of the Hay River Biotreatment Pad to KBL Environment Ltd.**

**CARRIED**

Let it be noted that Councillor Jameson departed the Chambers and did not take part in the discussion or vote re: agenda item #14 Biotreatment Pad because it involves her Company.

**15. Portable Docking**

**#14-073      MOVED BY: CLLR DOHEY  
                  SECONDED BY: CLLR CANDOW**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs administration to purchase portable docking from a local business at a 4.2% cost differential for a total of \$32,691.94.**

**CARRIED**

Let it be noted that Deputy Mayor Jungkind and Councillor Coakwell departed the Chambers and did not take part in the discussion or vote re: agenda item #15 Portable Docking because it involves their employer.

**16. ADJOURNMENT**

**#14-074      MOVED BY: CLLR CANDOW**

**That the Regular Meeting of Council be adjourned at 8:51pm.**

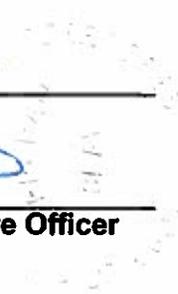
**CARRIED**

**Certified Correct as Recorded on the 24<sup>th</sup> day of February, 2014.**

**These minutes were accepted by motion #14-076.**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Senior Administrative Officer



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The Joint Occupational Health and Safety Committee meeting was held Wednesday, January 15, 2014, at 1:15 PM in the Fire Hall.

---

Present: Ross Potter, Steve Campbell, Harald Kauhausen, Ian Frankton, KhizarHayat, Dave Ryan

Absent:

**1. Call to Order**

- a. Meeting was called to order by Ross Potter at 1:15 pm

**2. Adoption of Agenda**

Moved by: Harald Kauhausen

Seconded by: Steve Campbell

**3. Adoption of Minutes**

Moved by: Steve Campbell

Seconded by: Khizar Hyatt

**4. Business Arising**

- a. Asbestos exhaust lagging has not been removed at the reservoir as of yet. Ross to work with Dustin Dewar to find another supplier.

**5. New Business**

- a. Incidents Review: 2 incidents since last meeting 1 was a town vehicle being pulled into ditch when front wheel caught windrow at side of road and the second an incident where an off leash dog ran into the side of a town truck. No damages sustained to the vehicle and the dog sustained no injuries.
- b. All employees have now completed CSTS training. In future no employee is to start work until such time as CSTS has been completed. Ross Potter to be advised when new employees start with the town so that they can be setup on the system.
- c. 8 large trucks have been seen in the ditch by carpenter shop on Studney Drive. No apparent reason for this as there are no attractions that should cause problems with lack of concentration of drivers. Road is well defined and street clearing is being kept up in the area.
- d. Discussion in regard to ownership of crosswalks on the Highway by the Red Rooster and at Airport. Dave Ryan to check Bylaw to see if these crossings are listed as part of the towns controlled lights (investigation shows that neither crossing is listed in Bylaw). Potter did a test of the lights in early January to see if they are working properly, lights came on immediately as did the audible warning device, warning indicators stayed on for 32 seconds at time of test.
- e. Safety meetings were discussed during the JOH&S meeting; these must be done and recorded on a monthly basis. Minutes to be sent to Ross Potter for filing.

- 
- f. Safety Tips going out on a bi-weekly basis, we are trying to ensure they include items that are relevant to both the job and home to aid in keeping employees informed on safety.

**6. Issues**

- a. Administration
  - i. None reported
- b. Public Works
  - i. Concerns about exhaust lagging at Reservoir
  - ii. MSDS's for garage, presently book is at Town Hall for revisions. Need to get it back as soon as possible.
- c. Recreation
  - i. Concerns about the Zamboni going on the ice prior to people clearing the ice. Ian will put together a procedure that will be added to safety manual.
  - ii. Concerns about snow clearing at rear of arena Ian would like to see this done within 24 hours of a snowfall particularly when there is going to be a large event at the arena.

**7. Inspection**

- a. West Channel Pump House

**8. Adjournment**

Steve Campbell moved adjournment at 2:00 PM

Certified correct as recorded on January 15, 2014 and accepted by Motion  
February 19, 2014:



---

Ross Potter, Chair & Recording Secretary

**TOWN OF HAY RIVER  
OCCUPATIONAL HEALTH AND SAFETY  
FIRE AND SAFETY CHECKSHEET**

<b>DATE OF INSPECTION: January 15, 2014</b>				
<b>BUILDING: West Channel Intake Pumphouse</b>				
<b>INSPECTORS INITIALS: HK, SC, KH, IF</b>				
	Yes	No	N/A	Action Completion Date
<b>BUILDING EXTERIOR</b>				
Is there clear egress through all exits?	x			
Are steps and ramps clear of ice and snow?	x			
Are handrails in place and secure?			x	
Are combustible materials stored away from building?	x			
Are all electrical plates in place?	x			
Are garbage containers at least 3 meters from building?	x			
<b>BUILDING INTERIOR</b>				
Are fire emergency procedures current and posted in each floor area?			x	
Are fire exits posted and clear?			x	
Are exit signs illuminated?			x	
Are hallways clear of obstructions?	x			
Are doors clear of obstructions?	x			
Are stairwells clear of obstructions?			x	
Are doors clear (not blocked or wedged open)?	x			
Is the fire panel ON and ARMED?			x	
Is the fire panel free of any trouble indicators?			x	
Are smoke detectors operational?			x	
Are fire extinguishers in place, serviceable and clear of obstructions?	x			
Are fire extinguisher tags current?	x			
Is there at least 0.5 meter clearance below all sprinkler heads?			x	
Is the electrical room secured?			x	
Is the electrical room clear of combustible material?			x	
Is there at least 1 mere clear space around all electrical panels?			x	
Is the mechanical room secured?			x	
Is the mechanical room clear of any fuel spills/leaks?			x	
Is the crawl space clear of combustible material?			x	
Is the crawl space access secured?			x	
Are storage areas secured?			x	
Are emergency lights operational?	x			
Is flammable material properly stored?			x	
Are non-smoking rules enforced?	X			
Are ceiling tiles in place?	x			
Are all electrical plates in place?	x			

**TOWN OF HAY RIVER  
 OCCUPATIONAL HEALTH AND SAFETY  
 FIRE AND SAFETY CHECKSHEET**

HEALTH AND SAFETY	Yes	No	N/A	Action Completion Date
Health and safety policy posted?			x	
Occupational health and safety act posted?			x	
Material data safety sheets up to date?	x			
Incident reporting poster displayed?			x	
Emergency services numbers posted?	x			
Workplace inspections posted?	x			
OH&S minutes posted?			x	
First Aid Kit available?	x			
Required components in First Aid Kit?	x			
First Aid Kit inspection record available?	x			
List of certified first aiders posted?	x			
COMMENTS				

February 10, 2014  
File: 144201375/08-10

The Town of Hay River  
73 Woodland Drive  
Hay River, NT X0E 1G1

**Attention: Ross Potter,  
Fire Chief**

Dear Sir:

**Reference: The Town of Hay River  
Hay River Fire Hall  
Progress Application No. 15 (Substantial Completion)**

We are enclosing herewith one (1) copy of Arctic Canada Construction Ltd - ARCAN's Progress Application No. 15 (Substantial Completion), dated January 14, 2014, together with a Statutory Declaration of Progress Payment Distribution by Contractor and our Certificate for Payment No. 15 (Substantial Completion) in the amount of \$576,988.88 plus GST.

This claim has been reviewed by this office and is approved for payment.

Sincerely,

**STANTEC ARCHITECTURE LTD.**



**Todd Beaumaster**  
Architectural Technologist  
Stantec Architecture Ltd.  
Ph: (403) 716-7912  
Fx: (403) 716-8019  
[tbeaumaster@stantec.com](mailto:tbeaumaster@stantec.com)  
[stantec.com](http://stantec.com)

TB/tb

Enclosure

# CUSTOMER INVOICE

Town of Hay River  
 73 Woodland Drive  
 Hay River, NT  
 X0E 1G1

**Invoice Date:** Jan 14, 2014

**Invoice #:** J001203

**Our Reference #:** TOWHAY

**Job Location:**

S A M E

**Customer Contract #:**

**Our Job #:** 12-023

**Job Description:** Hay River Fire

Description	Amount
PROGRESS APPLICATION NO. 15 SUBSTANTIAL COMPLETION	
CONTRACT:	5,633,000.00
EXTRAS:	105,755.35
	-----
TOTAL REVISED CONTRACT:	5,738,755.35
CONTRACT COMPLETED TO DATE:	5,603,000.00
EXTRAS COMPLETED TO DATE:	105,755.35
	-----
COMPLETED TO DATE SUB-TOTAL	5,708,755.35
LESS PREVIOUS BILLINGS:	5,067,656.59
	-----
GROSS INVOICE AMOUNT	75,921.32
GROSS INVOICE AMT (NON-PST)	565,177.44
(BALANCE TO INVOICE: 30,000.00)PROJECT DEFICIENCIES	

**Terms:**

Net 30. 2% per month over 30.

**Please submit payment to:**

**Finance Office** (see address below)

<b>Subtotal</b>	641,098.76
<b>Less Holdback</b>	64,109.88
<b>GST (#140597311RT0001)</b>	28,849.44
<b>TOTAL</b>	605,838.32

**Head Office**  
 112 Taltheilei Drive  
 Box 2484  
 Yellowknife, NT X1A 2P8  
 Phone: (867) 873-2520  
 Fax: (867) 669-9596

**South Slave District Office**  
 13 Industrial Drive  
 Hay River, NT X0E 0R6  
 Phone: (867) 874-2303  
 Fax: (867) 874-3806

**Finance Office**  
 #209 – 40 Elizabeth Street  
 Box 958  
 Okotoks, AB T1S 1B1  
 Phone: (403) 938-3131  
 Fax: (403) 938-3188

01 - Arctic Canada Construction  
Billing Application  
12-023- Hay River Fire Hall  
Application Number - 15                      Date - Dec 01/13 - Dec 31/13

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
Contract									
*****									
00010	Project Administration - Labour	49,900.00	100%	49,687.50	98%	48,652.50	2%	1,035.00	212.50*
00020	Project Administration - Other	71,500.00	98%	69,712.50	98%	69,712.50	0%	0.00	1,787.50*
00030	Insurance & Bonding	67,870.00	100%	67,870.00	96%	65,155.20	4%	2,714.80	0.00*
00040	Mobilization	54,180.00	100%	54,180.00	100%	54,180.00	0%	0.00	0.00*
00050	Demobilization	5,250.00	100%	5,250.00	0%	0.00	100%	5,250.00	0.00*
00060	Temporary Facilities	52,420.00	100%	52,420.00	98%	51,109.50	3%	1,310.50	0.00*
00070	PC Sum	5,000.00	100%	5,000.00	0%	0.00	100%	5,000.00	0.00*
00080	Piling	425,830.00	100%	425,830.00	100%	425,830.00	0%	0.00	0.00*
00090	Siteworks	52,180.00	99%	51,680.00	90%	46,962.00	9%	4,718.00	500.00*
00100	Paving	64,710.00	100%	64,710.00	100%	64,710.00	0%	0.00	0.00*
00110	Landscaping	2,080.00	100%	2,080.00	100%	2,080.00	0%	0.00	0.00*
00120	Concrete Formwork - Labour	174,950.00	100%	174,950.00	100%	174,950.00	0%	0.00	0.00*
00130	Concrete Formwork - Materials	33,450.00	100%	33,450.00	100%	33,450.00	0%	0.00	0.00*
00140	Concrete - Labour	100,110.00	99%	98,610.00	98%	98,107.80	1%	502.20	1,500.00*
00150	Concrete - Materials	263,490.00	100%	263,490.00	98%	258,220.20	2%	5,269.80	0.00*
00160	Reinforcing - Labour	91,600.00	100%	91,600.00	100%	91,600.00	0%	0.00	0.00*
00170	Reinforcing - Materials	177,050.00	100%	177,050.00	100%	177,050.00	0%	0.00	0.00*
00180	Masonry	237,875.00	100%	237,875.00	100%	237,875.00	0%	0.00	0.00*
00190	Structural Steel	801,260.00	100%	801,260.00	100%	801,260.00	0%	0.00	0.00*
00200	Metal Decking	73,010.00	100%	73,010.00	100%	73,010.00	0%	0.00	0.00*
00210	Carpentry - Labour	69,800.00	100%	69,800.00	75%	52,350.00	25%	17,450.00	0.00*
00220	Carpentry - Materials	54,950.00	100%	54,950.00	75%	41,212.50	25%	13,737.50	0.00*
00230	Millwork	21,200.00	100%	21,200.00	100%	21,200.00	0%	0.00	0.00*

01 - Arctic Canada Construction  
Billing Application

12-023- May River Fire Hall  
Application Number - 15                      Date - Dec 01/13 - Dec 31/13

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
00240	Thermal & Moisture Protection -	20,920.00	100%	20,920.00	95%	19,874.00	5%	1,046.00	0.00*
00250	Thermal & Moisture Protection -	33,900.00	100%	33,900.00	100%	33,900.00	0%	0.00	0.00*
00260	Roofing - Labour	64,600.00	100%	64,600.00	100%	64,600.00	0%	0.00	0.00*
00270	Roofing - Materials	171,230.00	100%	171,230.00	100%	171,230.00	0%	0.00	0.00*
00280	Siding - Labour	142,750.00	95%	135,750.00	55%	78,512.50	40%	57,237.50	7,000.00*
00290	Siding - Materials	237,580.00	99%	234,580.00	90%	213,822.00	9%	20,758.00	3,000.00*
00300	Doors & Hardware - Labour	15,650.00	94%	14,650.00	90%	14,085.00	4%	565.00	1,000.00*
00310	Doors & Hardware - Materials	39,700.00	100%	39,700.00	100%	39,700.00	0%	0.00	0.00*
00320	Overhead Doors - Labour	24,970.00	100%	24,970.00	40%	9,988.00	60%	14,982.00	0.00*
00330	Overhead Doors - Materials	64,240.00	100%	64,240.00	100%	64,240.00	0%	0.00	0.00*
00340	Aluminum Doors/Curtain Wall - La	66,090.00	100%	66,090.00	0%	0.00	100%	66,090.00	0.00*
00350	Aluminum Doors/Curtain Wall - Ma	100,350.00	100%	100,350.00	0%	0.00	100%	100,350.00	0.00*
00360	Steel Stud Framing - Labour	70,520.00	100%	70,520.00	100%	70,520.00	0%	0.00	0.00*
00370	Steel Stud Framing - Materials	32,850.00	100%	32,850.00	100%	32,850.00	0%	0.00	0.00*
00380	GWB - Labour	19,500.00	100%	19,500.00	90%	17,550.00	10%	1,950.00	0.00*
00390	GWB - Materials	16,890.00	100%	16,890.00	95%	16,045.50	5%	844.50	0.00*
00400	Taping/Painting	79,670.00	99%	78,670.00	75%	59,752.50	24%	18,917.50	1,000.00*
00410	Acoustical Ceilings - Labour	11,850.00	100%	11,850.00	100%	11,850.00	0%	0.00	0.00*
00420	Acoustical Ceilings - Materials	6,610.00	100%	6,610.00	100%	6,610.00	0%	0.00	0.00*
00430	Flooring	57,750.00	100%	57,750.00	60%	34,650.00	40%	23,100.00	0.00*
00440	Misc Specialities, Equip & Furni	25,470.00	59%	14,970.00	40%	10,188.00	19%	4,782.00	10,500.00*
00450	Misc Specialities, Equip & Furni	39,020.00	100%	39,020.00	100%	39,020.00	0%	0.00	0.00*
00460	Mechanical	588,000.00	100%	588,000.00	88%	517,440.00	12%	70,560.00	0.00*
00470	Electrical	753,225.00	100%	749,725.00	83%	625,176.75	17%	124,548.25	3,500.00*

01 - Arctic Canada Construction  
Billing Application  
12-023- Hay River Fire Hall  
Application Number - 15                      Date - Dec 01/13 - Dec 31/13

Line# Description	Contract						Balance to Complete	
	Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
Subtotal	5,633,000.00	99%	5,603,000.00	89%	5,040,281.45	10%	562,718.55	30,000.00
Additions to Contract								
09001 1 PCO 23-001 RFI #19/NCC-S01-Rev	-15,229.20	100%	-15,229.20	100%	-15,229.20	0%	0.00	0.00*
09002 NCC No. 02 Mechanical & Elec(T)	5,121.34	100%	5,121.34	50%	2,560.67	50%	2,560.67	0.00*
09003 NCC-001 - Dryer Booster Fan C(T)	966.56	100%	966.56	100%	966.56	0%	0.00	0.00*
09004 NCC13 - architectural door ha(T)	694.58	100%	694.58	100%	694.58	0%	0.00	0.00*
09005 PCO 23-007 - Dorm 211 Revisions(T)	-5,855.14	100%	-5,855.14	100%	-5,855.14	0%	0.00	0.00*
09006 PCO 023-14 - Fibre Cement Panel(T)	8,695.20	100%	8,695.20	100%	8,695.20	0%	0.00	0.00*
09007 PCO 023-17 - 25M Bent Bars-tr(T)	7,746.40	100%	7,746.40	100%	7,746.40	0%	0.00	0.00*
09008 PCO 023-12 - heat trace circu(T)	627.88	100%	627.88	100%	627.88	0%	0.00	0.00*
09009 PCO20ApparatusBay105&ParapetE(T)	7,931.65	100%	7,931.65	100%	7,931.65	0%	0.00	0.00*
09010 PCO18R1-washrooms115/116 plum(T)	722.38	100%	722.38	100%	722.38	0%	0.00	0.00*
09011 PCO19R1-Breathing Apparatus 108(T)	1,597.00	100%	1,597.00	100%	1,597.00	0%	0.00	0.00*
09012 PCO23R1-Comm&IT113StaticDissi(T)	871.06	100%	871.06	100%	871.06	0%	0.00	0.00*
09013 NCC22-2nd fl parapet&HSS guar(T)	2,810.93	100%	2,810.93	100%	2,810.93	0%	0.00	0.00*
09014 PCO16/NCC16-exterior signage (T)	10,509.77	100%	10,509.77	50%	5,254.89	50%	5,254.88	0.00*
09015 PCO26/NCC26-2 hour sprayed fi(T)	1,776.95	100%	1,776.95	100%	1,776.95	0%	0.00	0.00*
09016 Domestic cold water insulatio(T)	1,460.81	100%	1,460.81	100%	1,460.81	0%	0.00	0.00*
09017 Delete C.A. "vacuum cleaning (T)	-5,000.00	100%	-5,000.00	100%	-5,000.00	0%	0.00	0.00*
09018 PCO25/NCC25-dorm211light&comm(T)	8,167.69	100%	8,167.69	75%	6,125.77	25%	2,041.92	0.00*
09019 PCO27/NCC27-resizetransferair(T)	1,019.98	100%	1,019.98	100%	1,019.98	0%	0.00	0.00*
09020 PCO21/NCC21-revisemainfloorce(T)	1,007.56	100%	1,007.56	100%	1,007.56	0%	0.00	0.00*
09021 PCO30/NCC30-doortocrawlspac&(T)	1,986.51	100%	1,986.51	80%	1,589.21	20%	397.30	0.00*

01 - Arctic Canada Construction  
 Billing Application  
 12-023- Hay River Fire Hall  
 Application Number - 15                      Date - Dec 01/13 - Dec 31/13

Line# Description	Contract		To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete
	Value	Pct-----				
09022 PCO/NCC 28-UPS Electrical Req(T)	931.45	100%	931.45	0%	931.45	0.00*
09023 PCO31-Nederman Exhaust,Magnar(T)	21,878.49	100%	21,878.49	0%	21,878.49	0.00*
09024 NCC24Rev- Paint & Clear Concr(T)	16,952.74	100%	16,952.74	0%	16,952.74	0.00*
<u>09025 PCO33-Secondary Entrance New (T)</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>	<u>0.00</u>
<u>09026 PCO32R3 - Generator &amp; Garbage(T)</u>	<u>0.00</u>		<u>0.00</u>		<u>0.00</u>	<u>0.00</u>
09027 PCO 023-36R1 - Fire Alarm Shu(T)	2,561.23	100%	2,561.23	0%	2,561.23	0.00*
09028 PCO37-ConflictDoorD203bFromCo(T)	1,647.56	100%	1,647.56	0%	1,647.56	0.00*
09029 CD-01 - DCW Piping Insulation -(T)	7,386.38	100%	7,386.38	0%	7,386.38	0.00*
09030 PCO29 - Trench Drains & Lands(T)	13,499.71	100%	13,499.71	0%	13,499.71	0.00*
09031 PCO 38 - "108" Sink Faucet/Sp(T)	808.99	100%	808.99	0%	808.99	0.00*
09032 PCO34R1-Comm & IT 113 Water Moni	2,458.89	100%	2,458.89	0%	2,458.89	0.00*
<b>Additions Subtotal</b>	<b>105,755.35</b>	<b>100%</b>	<b>105,755.35</b>	<b>26%</b>	<b>78,380.21</b>	<b>0.00</b>
<b>Total Contract</b>	<b>5,738,755.35</b>	<b>99%</b>	<b>5,708,755.35</b>	<b>88%</b>	<b>641,098.76</b>	<b>30,000.00</b>
Less Holdback on lines noted (*)			570,875.54	506,765.66	64,109.88	
<b>Holdback Subtotal</b>			<b>5,137,879.81</b>	<b>4,560,890.93</b>	<b>576,988.88</b>	
Plus GST/HST on 576,988.88 14059731		<b>1</b>			<b>28,849.44</b>	
<b>Total this Billing</b>					<b>605,838.32</b>	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

**CCDC 9A - 2001**

To be made by the Contractor **prior to payment** when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 14  
dated the 29 day of October,  
in the year 2013.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Hay River Fire Hall  
General Contracting

Date of Contract: 28 May 2012  
*Day Month Year*

Name of Owner

Town of Hay River

Name of Contractor

Arctic Canada Construction Ltd.

## Identification of Declarant

Name of Declarant

Margaret Nickel

Position or Title (of office held with Contractor)

Controller

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in Okotoks, AB this 14 day of January,

in the year 2014.

*City/Town and Province*

*Signature of Declarant*

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

BEV FRANZEN  
Commissioner for Oaths in and  
for the Province of Alberta  
Expiry Date: May 26, 2014

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee



**Stantec**

**Stantec Architecture Ltd.**  
Suite 200, 325 – 25th Street SE  
Calgary, Alberta  
Canada T2A 7H8  
Tel: (403) 716-8000  
Fax: (403) 716-8019

# CERTIFICATE FOR PAYMENT

To:	The Town of Hay River 73 Woodland Drive, Hay River, NT X0E 1G1	Project:	The Town of Hay River Hay River Fire Hall
Attention:	Ross Potter, Fire Chief	Project No:	144201375/08-10
		Certificate No:	15 (Substantial Completion)

We hereby certify that in accordance with your contract dated May 15, 2012

with Arctic Canada Construction Ltd. - ARCAN

The Contractor is entitled to payment in the amount of \$ FIVE HUNDRED AND SEVENTY-SIX THOUSAND, NINE HUNDRED AND EIGHTY-EIGHT – 88/100 DOLLARS (\$ 576,988.88) PLUS GST

For work performed ~~and/or holdback releases~~ for the period ending December 31, 2013

Original Contract Sum .....	\$ 5,633,000.00	
Change Orders .....	105,755.35	
Contract Sum to Date .....	5,738,755.35	\$ 5,738,755.35
Value of Work Completed to Date .....	\$ 5,708,755.35	
Holdback 10% .....	570,875.54	
Holdback Release - Previous Claims .....	0.00	
Holdback Release - This Claim .....	0.00	
Net Holdback .....	570,875.54	570,875.54
Value of Work to Date, Less Net Holdback .....	5,137,879.81	
Amount of Previous Certificates .....	4,560,890.93	4,560,890.93
<b>AMOUNT OF THIS CERTIFICATE</b> .....	<b>576,988.88</b>	<b>\$ 576,988.88</b>
Goods & Services Tax @ 5% .....	28,849.44	
Value of Work to be Done .....	30,000.00	30,000.00
		<b>\$ 5,738,755.35</b>

**STANTEC ARCHITECTURE LTD.**

Per *Todd Beaumaster*  
Todd Beaumaster, Architectural Technologist

Date: February 10, 2014

TB/tb

This certificate is not negotiable. It is payable only to the payee named in it. Its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their contract.

**TOWN OF HAY RIVER**  
**CONTRIBUTION AGREEMENT**

This Agreement made in duplicate this    day of February, 2014.

Between:     **The Municipal Corporation of the Town of Hay River,**  
                  **(hereinafter referred to as the "Town")**

OF THE FIRST PART

And:           **Hay River Off-Road Recreation Society,**  
                  **(hereinafter referred to as the "Society")**

OF THE SECOND PART

WHEREAS the Society has requested financial assistance from the Town for the Project described in the proposal submitted by the Society and attached as Appendix A, (hereinafter called the "Project");

AND WHEREAS the Town is willing to provide a contribution for the above stated Project;

NOW THEREFORE in consideration of the premises and the mutual promises set out below, the Parties agree as follows:

**1. Purpose of Contribution**

1.1 The Society will use the contribution provided by the Town under this agreement solely for the Project as described in Appendix A.

**2. Term of Agreement**

2.1 This agreement shall commence on the 1<sup>st</sup> day of January, 2014 and end on the 31<sup>st</sup> day of December, 2014 unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

**3. Amount of Contribution**

3.1 The Town agrees, subject to the terms and conditions of this Agreement, to make a contribution towards the expenditures incurred by the Society for the Project, as stated in Section 4, an amount not to exceed ten thousand dollars (\$10,000).

**4. Approved Budget**

4.1 The Society agrees that the Contribution provided by the Town shall be applied only to the Project Costs as stated in Appendix A. If the total of the paid Project Costs is less

than that stated in Appendix A, the amount of the contribution shall be reduced on a pro-rata basis.

4.2 The Society shall disclose all sources of funding for the Project.

4.3 The Society must submit in writing a request for approval of any changes to the approved Project Costs as detailed in Appendix A.

**5. Payment**

5.1 Subject to the terms and conditions of this Agreement, the Town will pay the contribution in a lump sum to the Society.

**6. Reporting Requirements**

6.1 The Society will provide the Town a financial report of the final Project Costs.

6.2 The Society will provide final results reporting for the Project to the Town.

**7. Amendment**

7.1 This Agreement may be amended by the mutual written consent of both Parties.

**8. Termination**

8.1 Either Party may bring this Agreement to an end by giving the other Party thirty (30) days written notice of the intention to do so. If terminated by the Society, all of the contribution outlined in Section 3 of this Agreement shall be reimbursed to the Town by the Society.

**9. Notice**

9.1 The Society shall notify the Town of any changes of the name and address of the Society within thirty (30) days of such change.

9.2 All notices under this Agreement must be in writing and may be sent to:

To the Town:

Town of Hay River  
73 Woodland Drive  
Hay River, NT  
X0E 1G1

To the Society:

24 Industrial Drive  
Hay River, NT  
X0E 0R6

**9.3 Notices shall be sent by the following methods and shall be deemed received accordingly:**

- a) by delivering the notice personally or by private courier; a notice so served will be deemed to be received by the Party when actually delivered, if that delivery is during normal business hours on any business day;
- b) by facsimile; a notice so served will be deemed to be received when actually received by that Party, if received during normal business hours on any business day or at the beginning of the next business day if receipt is after those business hours;
- c) by mailing; a notice so served will be deemed to be received at noon, local time, on the earlier of the actual date of receipt by that Party or the 4<sup>th</sup> business day after its post-mark date, provided that notice may not be served by mail while postal service is interrupted or operating with unusual or imminent delay.

**10. Indemnification**

**10.1 The Society shall indemnify and save harmless the Town, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related to the activities of the Society contemplated by the Agreement.**

**11. General Terms and Conditions**

**11.1 This Agreement shall be interpreted and governed by the laws of the Northwest Territories and Canada.**

**11.2 The term Society includes all directors, officers, employees, servants and agents of the Society as the case requires.**

**11.3 The Society may not assign this Agreement or any part thereof without the written consent of the Town.**

**11.4 For greater certainty, it is declared and agreed between the Parties that nothing stated in this Agreement shall be deemed to create an employment or agency relationship.**

**11.5 A waiver of any right under this Agreement is only effective if it is in writing and to the circumstance for which it is given. Waiver of a breach or violation will not operate as or be construed as a waiver of any subsequent breach or violation hereof.**

**11.6 This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.**

11.7 Words in this Agreement importing male gender include female and words importing the singular include the plural and vice versa.

11.8 The Society, without prior written consent of the Town, shall not:

- a) permit or cause any material change to the Project such as: alter the ownership, financing, location, size of facilities, cost, scope, content, objectives or timing of the Project; or
- b) except in the ordinary course of business, sell, otherwise dispose of or cease to use for the purposes authorized by this Agreement, any assets in respect of which a Contribution has been made.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written by their duly authorized officers and representatives.

The Municipal Corporation of the  
Town of Hay River

Hay River Off-Road Race Society

\_\_\_\_\_  
Senior Administrative Officer

\_\_\_\_\_  
(print name of authorized officer)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(witness)

**APPENDIX "A"**

**Project Description: Hosting of the 2014 Ice Fishing Derby to be held in Hay River prior to March 31, 2014.**

# 2013 FISHING DERBY

## REVENUE

ITI	25,000.00
TOWN OF HAY RIVER	10,000.00
TICKET SALES	22,500.00

## EXPENSES

ICE ROAD BUILT & MAINTAINED	15,000.00
TICKETS	173.25
FLAGS	536.95
LOTTERY LISC	440.00
POSTERS	286.86
SIGNAGES	4,938.00
ADVERTISING	4,154.96
PRIZES	10,136.80
CASH PRIZES	4,000.00
VOLUNTEER VESTS	551.25
GRAND PRIZE	9,800.00
PROPRANE/GARBAGE/PORTA POTTIES	903.50
CRAIG KOVATCH- VIDEO	2,500.00
EQUIPMENT RENTAL	3,000.00

TOTAL 57,500.00 56,421.57

DIFFERNCE DONATED TO :  
HAY RIVER SENIORS SOCIETY

1,078.43 - that was granted back to  
Seniors Society

**Hay River Fishing Derby**

**24 Industrial Drive**

**Hay River, NT X0E 0R6**

**Jan 29, 2014**

**Jordan Stackhouse , Town of Hay River**

**Jordan;**

After the great success of the first and second Ice Fishing Derby, we have decided to do it again! The 2012 Ice fishing derby hosted 238 participants on the ice, 2013 hosted 436 including 135 out of town participants. This year we are setting our sites on 500 participants. This years' event will be advertised from Grand Prairie to Fort Good Hope. The original goal of hosting an Ice Fishing Derby was to generate excitement in Hay River, give an economic boost and to create an annual event that is uniquely "Hay River". We believe that we have a good foot hold and this event is on its way to accomplish more than anticipated.

As we are all aware and familiar with this type of event it requires an investment in all forms from time, labour and monetary. Last year the Town of Hay River supported the Ice Fishing Derby by contributing \$10,000.00. We are proud to report 100% of this contribution was spent within the community. With help from the Town of Hay River we were able to raise the bar and show that our town is capable of an event to this scale.

The Hay River Ice Fishing Derby requests support from the Town of Hay River for the 2014 event. With the monetary help from the Town of Hay River we are able to secure that all prizes, services and general products are bought locally. With the Town's help we can continually keep raising the bar and have an event we all can be proud of.

Thank you for your consideration

A handwritten signature in black ink, appearing to read 'Kathy', with a long, sweeping horizontal line extending to the right across the page.

**Kathy McBryan**

**Hay River Ice fishing Derby**

**TOWN OF HAY RIVER**  
**CONTRIBUTION AGREEMENT**

This Agreement made in duplicate this 5<sup>th</sup> day of February, 2014.

Between:     **The Municipal Corporation of the Town of Hay River,**  
                  (hereinafter referred to as the "Town")

OF THE FIRST PART

And:           **Hay River Off-Road Recreation Society,**  
                  (hereinafter referred to as the "Society")

OF THE SECOND PART

WHEREAS the Society has requested financial assistance from the Town for the Project described in the proposal submitted by the Society and attached as Appendix A, (hereinafter called the "Project");

AND WHEREAS the Town is willing to provide a contribution for the above stated Project;

NOW THEREFORE in consideration of the premises and the mutual promises set out below, the Parties agree as follows:

**1. Purpose of Contribution**

1.1 The Society will use the contribution provided by the Town under this agreement solely for the Project as described in Appendix A.

**2. Term of Agreement**

2.1 This agreement shall commence on the 1<sup>st</sup> day of January, 2014 and end on the 31<sup>st</sup> day of December, 2014 unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

**3. Amount of Contribution**

3.1 The Town agrees, subject to the terms and conditions of this Agreement, to make a contribution towards the expenditures incurred by the Society for the Project, as stated in Section 4, an amount not to exceed ten thousand dollars (\$10,000).

**4. Approved Budget**

4.1 The Society agrees that the Contribution provided by the Town shall be applied only to the Project Costs as stated in Appendix A. If the total of the paid Project Costs is less

than that stated in Appendix A, the amount of the contribution shall be reduced on a pro-rata basis.

4.2 The Society shall disclose all sources of funding for the Project.

4.3 The Society must submit in writing a request for approval of any changes to the approved Project Costs as detailed in Appendix A.

## **5. Payment**

5.1 Subject to the terms and conditions of this Agreement, the Town will pay the contribution in a lump sum to the Society.

## **6. Reporting Requirements**

6.1 The Society will provide the Town a financial report of the final Project Costs.

6.2 The Society will provide final results reporting for the Project to the Town.

## **7. Amendment**

7.1 This Agreement may be amended by the mutual written consent of both Parties.

## **8. Termination**

8.1 Either Party may bring this Agreement to an end by giving the other Party thirty (30) days written notice of the intention to do so. If terminated by the Society, all of the contribution outlined in Section 3 of this Agreement shall be reimbursed to the Town by the Society.

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Hay River, NT  
X0E 1G1

To the Society:

24 Industrial Drive  
Hay River, NT  
X0E 0R6

- 9.3 Notices shall be sent by the following methods and shall be deemed received accordingly:
- a) by delivering the notice personally or by private courier; a notice so served will be deemed to be received by the Party when actually delivered, if that delivery is during normal business hours on any business day;
  - b) by facsimile; a notice so served will be deemed to be received when actually received by that Party, if received during normal business hours on any business day or at the beginning of the next business day if receipt is after those business hours;
  - c) by mailing; a notice so served will be deemed to be received at noon, local time, on the earlier of the actual date of receipt by that Party or the 4<sup>th</sup> business day after its post-mark date, provided that notice may not be served by mail while postal service is interrupted or operating with unusual or imminent delay.

## **10. Indemnification**

- 10.1 The Society shall indemnify and save harmless the Town, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related to the activities of the Society contemplated by the Agreement.

## **11. General Terms and Conditions**

- 11.1 This Agreement shall be interpreted and governed by the laws of the Northwest Territories and Canada.
- 11.2 The term Society includes all directors, officers, employees, servants and agents of the Society as the case requires.
- 11.3 The Society may not assign this Agreement or any part thereof without the written consent of the Town.
- 11.4 For greater certainty, it is declared and agreed between the Parties that nothing stated in this Agreement shall be deemed to create an employment or agency relationship.
- 11.5 A waiver of any right under this Agreement is only effective if it is in writing and to the circumstance for which it is given. Waiver of a breach or violation will not operate as or be construed as a waiver of any subsequent breach or violation hereof.
- 11.6 This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.

11.7 Words in this Agreement importing male gender include female and words importing the singular include the plural and vice versa.

11.8 The Society, without prior written consent of the Town, shall not:

- a) permit or cause any material change to the Project such as: alter the ownership, financing, location, size of facilities, cost, scope, content, objectives or timing of the Project; or
- b) except in the ordinary course of business, sell, otherwise dispose of or cease to use for the purposes authorized by this Agreement, any assets in respect of which a Contribution has been made.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written by their duly authorized officers and representatives.

The Municipal Corporation of the  
Town of Hay River

Hay River Off-Road Race Society

\_\_\_\_\_  
Senior Administrative Officer

\_\_\_\_\_  
(print name of authorized officer)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(witness)

## APPENDIX "A"

Project Description: Hosting of the 2014 Ice Fishing Derby to be held in Hay River prior to March 31, 2014.

# 2013 FISHING DERBY

## **REVENUE**

ITI	25,000.00
TOWN OF HAY RIVER	10,000.00
TICKET SALES	22,500.00

## **EXPENSES**

ICE ROAD BUILT & MAINTAINED	15,000.00
TICKETS	173.25
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LOTTERY LISC	440.00
POSTERS	286.86
SIGNAGES	4,938.00
ADVERTISING	4,154.96
PRIZES	10,136.80
CASH PRIZES	4,000.00
VOLUNTEER VESTS	551.25
GRAND PRIZE	9,800.00
PROPRANE/GARBAGE/PORTA POTTIES	903.50
CRAIG KOVATCH- VIDEO	2,500.00
EQUIPMENT RENTAL	3,000.00

TOTAL 57,500.00 56,421.57

DIFFERNCE DONATED TO :

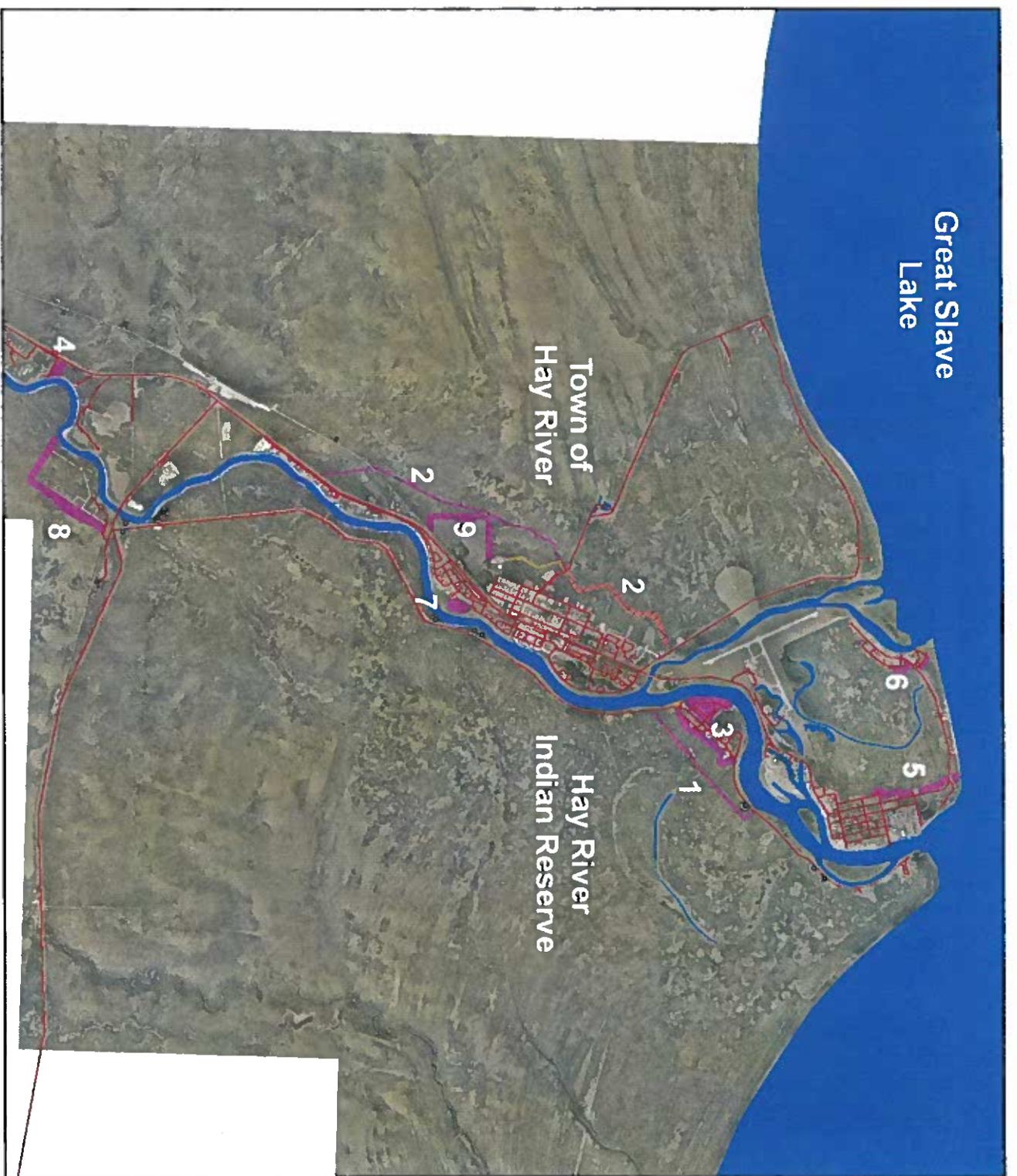
HAY RIVER SENIORS SOCIETY

1,078.43 - that was granted back to  
Seniors Society

Great Slave Lake

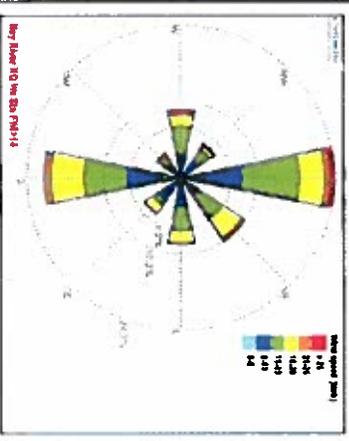
Town of Hay River

Hay River Indian Reserve



Map 5 - Fuel Modification Hay River

-  Existing Fuelbreak
-  Proposed Fuelbreak
-  Proposed Remove/Clear
-  Proposed Reduce/Thin
-  Roads

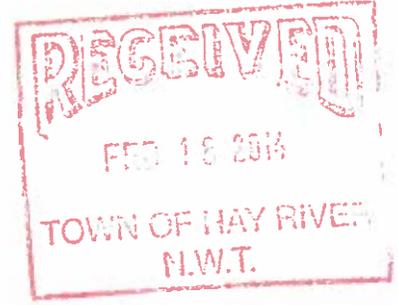


1:55,000

**MONTANE**  
Forest Management Ltd.  
January 2011

**Town of Hay River  
MONTHLY  
MAYOR'S / CHIEF'S  
POLICING REPORT  
January 2014**

**Hay River Detachment  
“G” Division  
Northwest Territories**



The Hay River RCMP Detachment received 135 calls for service in the Town of Hay River during the month of January 2014.

<b>OCCURRENCES</b>	<b>Jan. 2014</b>	<b>Year to Date</b>	<b>Jan. 2013</b>	<b>Year Total 2013</b>
Assaults (all categories)	5	5	4	103
Break and Enters (Residence & Business)	0	0	3	21
Theft of Motor Vehicle	1	1	0	2
Theft Under \$5000.00	3	3	2	31
Theft Over \$ 5000.00	0	0	0	1
Drugs ( Possession )	0	0	1	26
Drugs ( Trafficking )	1	1	1	9
Liquor Act	14	14	12	168
Unlawful Sale (Bootlegging)	0	0	0	0
Causing a Disturbance / Mischief (including public intoxication)	24	24	47	434
Impaired Driving	7	7	2	59
Other Complaints	80	80	96	942
<b>Total Violations</b>	136	136	163	1894
<b>Total Calls for Service</b>	135	135	167	2583

<b>CATEGORY</b>	<b>Jan. 2014</b>	<b>Year to Date</b>	<b>Jan. 2013</b>	<b>Year Total 2013</b>
<b>Prisoners</b>	<b>58</b>	<b>58</b>	<b>77</b>	<b>901</b>
<b>Intermittent Prisoners</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>Other Detachment's Prisoners</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>8</b>
<b>Total Prisoners (mth)</b>	<b>60</b>	<b>60</b>	<b>80</b>	<b>901</b>

<b>JUSTICE REPORTS</b>	<b>Jan. 2014</b>	<b>Year to Date</b>	<b>Year Total 2013</b>
<b>Victim Service Unit Referrals</b>	<b>0</b>	<b>0</b>	<b>9</b>
<b>Youth Alternative Measures (YCJA Warnings)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Youth Diversion (Community Justice Referrals)</b>	<b>1</b>	<b>1</b>	<b>5</b>
<b>Adult Diversion (Community Justice Referrals)</b>	<b>0</b>	<b>0</b>	<b>7</b>
<b>Emergency Protection Orders (Detachment Initiated)</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>ODARA Reports</b>	<b>1</b>	<b>1</b>	<b>14</b>

#### **Annual Performance Plan (A.P.P.'S) Community Priorities**

Community approved APP'S are

- (1) Organized Crime-Drug Trafficking
- (2) Substance Abuse -Alcohol and Drugs
- (3) Youth and Crime Prevention
- (4) Community Policing/Aboriginal Awareness

1. During the month of January, the Hay River RCMP remained committed to gathering intelligence and information relating to the Drug Trafficking trade in Hay River. All though there were no significant seizures during the month, significant groundwork is being laid to ensure successful investigations during 2014
2. During the month of January, the Hay River RCMP were highly active as a result of the presence of alcohol and drugs in the community. During the month five impaired driving investigations were conducted which resulted in charges being laid and driving suspensions imposed.
3. Hay River RCMP once again made efforts to prevent youth crime in the community of Hay River. All though there were no presentations completed during the month of January, the

Hay River RCMP were able to divert one youth case to the Hay River Restorative Justice Committee in lieu of the court process. Plans are in place for two DARE programs to be conducted in local schools this spring.

4. The Hay River RCMP are in preparation for the upcoming "trapping" program designed to facilitate the education of local school children on the traditional trapping techniques. S/Cst. BECK will be conducting the program over two months and will work with many children from various schools in Hay River.

**Update on work being performed by ACCP S/Cst. Beck:**

S/CST Steve BECK December program started the year off by providing 2 caribou for the annual New Year's feast which boasted a large group of people 200-250. It had youth, elders and many members of the KATLODECHEE first Nations Reserve.

S/CST BECK secured slots in The Ecole boreal school with e grade seven group to conduct a DARE class looking to kick off in April of this year.

S/CST has been working with several groups trying to finalize the upcoming Take a kid trapping program set to run mid February until March. Member has been getting the equipment serviced and ready to travel to the trap line. Trap- Line had to be cleared due to a fire that went through the area and BECK has put out a small line ready for the youth to run upon arrival

S/CST BECK has been working with April MARTEL who is the new Justice coordinator who has been assisting her with Justice and Restorative circles.

S/CST BECK and CST GAGNON provided assistance to a family who struggling with some small issues within the house. Both members were able to sit with two family members and an elder who were able to resolve issues informally. This appreciated by the family involved.

Report written by S/CST BECK Reg # S3982

Hay River Detachment

**Notable Occurrences for the Month:**

2014-01-13: Hay River RCMP received a complaint of a Sexual Assault. Members attended and investigated and a 29 year old male from Hay River has been arrested, charged and held in custody until his appearance in court at a later date. File #2014-49878

**New Community Concerns**

None identified at this time.

**Community Policing Activities or Events (if not identified in the APP's)**

None to report this month.



Cpl. Greg Morrow  
Acting NCO i/c ; Operations NCO  
(867)874-1111  
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**External Distribution List:**

OIC District  
District Advisory NCO  
Sue Vogt – “G” Division Criminal Operations  
Sgt. Warren Gauchier – “G” Division Client Services

Document created 2012-01-24  
Amended 2012-03-02 RWS  
Amended 2012-08-28 WRG



**NORTHWEST TERRITORIES**

# **ASBESTOS MANAGEMENT PLAN**

**TOWN OF HAY RIVER BUILDINGS**

**Revision #1  
February 2014**

# **ASBESTOS MANAGEMENT PLAN** for **TOWN OF HAY RIVER BUILDINGS**

**(OPERATED AND MAINTAINED BY PROTECTIVE SERVICES)**

*Prepared by:*

**Director Protective Services**

*In Consultation with the*

**Workers' Safety & Compensation Commission**

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# 1. INTRODUCTION

Asbestos is a mineral fiber that is considered to be a toxic substance that affects human health. With prolonged exposure, it can destroy lung tissue and has been linked to some types of cancer. Until the late 1970s, asbestos-containing material (ACM) was commonly used for insulation and fire protection. Loose fill Vermiculite insulation, if installed prior to 1990 may contain asbestos. A variety of ACM products may be present in some buildings and facilities maintained or operated by the Town of Hay River

In 2014, asbestos surveys and site investigations were conducted to identify the presence of ACM within the assets the Town of Hay River is directly responsible to maintain or operate. The intent, then and now is to manage ACM in place until such time as removal becomes practical or necessary. A detailed inventory of ACM was prepared for each asset and is to be maintained through periodic inspection reports. Protective Services has developed Asbestos Removal and Disposal Guidelines that detail the proper handling and disposal requirements for ACM.

The following management plan was developed to ensure that where the Town of Hay River is directly responsible to maintain or operate the asset, any ACM is adequately maintained, controlled and handled so as to protect workers and building occupants, while ensuring compliance with regulatory and policy requirements. It should be noted that destructive investigation was not done; therefore a full investigation should be done prior to any renovation or demolition.

This plan was created for and is applicable to Town of Hay River assets maintained and operated directly by the Town of Hay River.

## 2. REGULATORY REQUIREMENTS

The *Consolidation of General Safety Regulations R.R.N.W.T. 1990.c. S-1* deals with the safety and health of persons working in the NWT.

The *Consolidation of Asbestos Safety Regulations R-016-92* establishes the rules for working with asbestos-containing material. The Workers' Safety & Compensation Board of the NWT enforces these regulations and sets exposure limits for asbestos. Currently the *Permissible Exposure Limit* is set at 0.2 Fiber/cc for chrysotile, however; the American Conference of Governmental Industrial Hygienist has set a Threshold Limit Value 8 hour exposure limit of 0.1 Fiber/cc. This lower limit will soon be adopted by most jurisdictions and is the limit the Town of Hay River will use.

Disposal of asbestos and ACM is regulated under the *Environmental Protection Act (EPA) of the NWT*. The Department of Energy and Natural Resources enforces these regulations.

Transportation of asbestos is regulated by federal, provincial and territorial *Transportation of Dangerous Goods* acts and regulations depending on the transportation route. The regulations specify signage, packing and manifesting requirements.

Waste asbestos is disposed of at the Town of Hay River landfill.

# 3. ASSET INVENTORY

## 3.1 Asset Listing

A central asset inventory listing will be kept up to date for all assets directly maintained and/or operated by the Town of Hay River. This inventory will include:

- Identification number
- Building name or description
- Town department (Owner)
- Year of construction (*investigation for ACM focused pre-1980 construction as use of most asbestos was restricted in the late 1970s*)
  - *Vermiculite loose fill insulation, often referred to as Zonolite, installed prior to 1990 may have ACM.*
- A column to identify if ACM is present.
- A column to record the date(s) of inspection(s)
- Place for the name of the person who conducted inspection(s)
- Place for the name and signature of the Asbestos Coordinator

## 3.2 Asset ACM Detailed Inventory

An ACM detailed inventory will be created for each asset where ACM is suspected or has been positively identified through investigation, sampling and laboratory analysis. This is detailed in Section 4.3.

# 4. MANAGEMENT STRATEGY

## 4.1 Departmental Asbestos Management Coordinator

The Town of Hay River will designate an employee in the Protective Services Department to be the *Asbestos Coordinator*. This person will be responsible for the overall coordination of the Departments Asbestos Management Plan (AMP), serve as primary contact with regulatory authorities on asbestos related issues, monitor AMP activities, provide reports to the Senior Administrative Officer as required and provide information to staff as required.

The Asbestos Coordinator will also be responsible for an annual review of this management plan. Review must include comments regarding:

- Effectiveness of this management plan
- Updating of the regional asbestos inventories
- Compliance with legislation and policies
- Training requirements
- Maintenance of all records and their availability

## 4.2 Inspections

The Asbestos Coordinator, in order to determine the possibility of ACM in the assets, will examine all available asset construction and O&M documents and undertake the planning and co-ordination of asbestos surveys. The Coordinator and/or a trained designated person will inspect each asset to determine whether ACM is present or not. Any material that is suspected of containing asbestos will be handled as asbestos until its status is confirmed through laboratory analysis.

A regular inspection of the building areas with confirmed ACM must be carried out at least once each year, and more frequently if the potential for damage to ACM is high. Periodic surveillance of all ACM in the asset will ensure that any damage or deterioration of the material is detected and corrective action taken before any material can pose a potential exposure issue. Maintenance staff shall be directed to report immediately upon becoming aware of any damage to ACM in the assets.

## 4.3 ACM Inventory

An inventory (by asset) of all known or suspected asbestos-containing materials and their locations in the asset will be maintained by the Asbestos Coordinator, and a copy will be available at the facility through the building maintainer. The inventory will include the following:

- Location – where in the building is this material located. This should be indicated by description such as room number/name, spatial description *i.e.*, *above ceiling corridor B*, and by indication on a floor plan as described below.

- A Floor Plan indicating the location of all confirmed ACM. Enough detail should be included so the exact location is readily determined. Floor plans should be a minimum of 8.5" x 11" with separate pages for each floor.
- Condition of Material – an indication of how easily fibers can cause contamination by being released into the surrounding area.
- Water Damage – water (and other Liquids) can dislodge, delaminate, and disturb friable asbestos materials that are otherwise in good condition.
- Exposed Surface Area – an estimate of surface area of friable material.
- Accessibility – if the ACM can be reached, it is accessible and subject to contact and damage.
- Activity and Movement – the level of activity in the building area with ACM. Higher levels of activity and movement increase the chance of contact and the potential for future exposure.
- Air Plenum or Direct Air Stream – ACM should not be located in supply or return air plenums (including ceiling spaces). Immediate action is required if ACM is found in these areas.
- Friability – the more friable the material, the greater the potential for asbestos fiber release.
- Asbestos Content – a total of the percentage of all types of asbestos in a sample of the material involved.
- The Alberta Department of Labor Asbestos Rating Scheme will be used for classifying Accessibility, Condition and Friability (Appendix 4).
- The asset ACM inventory will be annotated and updated at least annually to identify changes in the condition or volume of ACM. Review must include comments regarding changes affecting:
  - Condition of the ACM
  - Updating of the asbestos inventory
  - Action required for compliance with legislation and policies
  - Need for general repairs or maintenance of ACM or abatement/removals
  - Identification and labeling of ACM material or areas

#### **4.4 Asset Asbestos Management Plan**

An Asset Asbestos Management Plan will be developed and maintained for every asset with confirmed ACM. This plan will be reviewed annually and will include the following:

- A copy of the ACM inventory for the asset as identified in 4.3
- A brief outline of the plans for managing ACM in the asset
- An emergency response plan for building emergencies that could involve ACM

## 4.5 ACM Identification

ACM materials in building public areas will not be directly labeled unless there is substantial potential for its damage and the release of friable asbestos. Material in public areas should be encapsulated in a manner that prevents damage. Labels should be placed on the material prior to encapsulation in a manner that makes the ACM obvious should the encapsulation be removed. Service areas where friable ACM is present will be labeled at or inside their entrance and warning labels will be placed on the ACM at appropriate intervals. These labels should be highly visible and permanent.

## 4.6 Repairs and Maintenance

Maintenance of ACM is essential to avoid exposure and contamination. The Asbestos Coordinator will ensure that regular inspection of the condition of all accessible ACM is completed. Maintenance or repairs will be undertaken as soon as the deterioration or damage is identified. Materials for minor repairs of ACM will be maintained at the facility.

Air sampling is to be carried out prior to starting any planned asbestos related work, during the work (including clean up) and after the work is completed. The affected spaces must be sampled for residual asbestos following completion of removal work.

Operational staff that is appropriately trained and provided with personal protective equipment, may perform minor repairs and maintenance involving small areas of ACM. Repairs and maintenance are included in what the WSCC *Asbestos Safety Regulations*; Section 1 identifies an “*Asbestos Process*”. Section 5 of the *Regulations* in subsection (1) clearly states the requirements for personal protective equipment and the procedures to be followed when conducting an *Asbestos Process*. The Asbestos Coordinator will ensure compliance with these regulations. The proposed procedures must be sent to the WSCC 5 working days prior to starting any work.

Any material that is suspected of containing asbestos must be handled as asbestos until its composition is confirmed through laboratory analysis. (*Laboratory analysis reports shall be copied to the asset inventory and the ACM file*). If asbestos is likely to be affected by maintenance, repairs, modification to or demolition of the facility, applicable procedures must be implemented to protect the safety of all persons occupying or working in the affected area and to prevent contamination.

## 4.7 Abatement

ACM in service must be replaced with other more appropriate materials, on an opportunistic basis, such as when those materials become redundant due to renovations or alterations of affected systems. ACM must be removed as part of and prior to major renovations or demolitions.

Other than minor repairs or maintenance (covering sample points, repairing minor contact damage, facilitating piping repair, etc.), a contracted asbestos abatement company that is acceptable to the WSCC must undertake all asbestos work. The proposed procedures must be sent to the WSCC 5 working days prior to starting any work.

Air sampling as noted in 4.6 must be done during any abatement procedure.

Records of the work undertaken and the sampling results must be filed in the ACM file and provided to the Asbestos Coordinator in the form of a completion report. The report shall state the specifics of the work that was done, methods used, disposal information and laboratory results from air and bulk sampling.

#### **4.8 Asbestos Waste**

Asbestos waste generated at the facility must be handled as hazardous waste. Basic procedures for the containment and disposal of asbestos waste are provided in the ENR *Environmental Guideline for Waste Asbestos*. Requirements for handling and disposal of asbestos waste generated from contracted asbestos abatement projects are to be defined in the contract document.

#### **4.9 Communications**

Facility supervisors such as Directors, Supervisors and Managers must be aware of the provisions of the asset asbestos management plan for their facility, including being provided with a copy of the plan. Their signature must acknowledge the receipt of and understanding of the contents of the asset asbestos management plan.

All persons normally occupying the facility or occasionally working at the facility in areas where ACM is present and can be disturbed must have the ACM (known or suspected) in their work areas identified to them by the Asbestos Coordinator. Safety precautions to avoid exposure to the material and procedures to obtain assistance in the event of damage to the materials must be provided.

Prior to workers (maintenance, repair, construction) undertaking work in spaces containing ACM, they must be instructed on the presence of ACM and in the avoidance of damage to the ACM and procedures to follow if ACM is disturbed or likely to be disturbed. Formal notification and acknowledgement must be obtained from any contractor consistent with the *Contractor Notification and Acknowledgement*. Prohibition of disturbance of any friable or non-friable ACM by workers in the facility must be strictly enforced. The Facility Manager/Maintenance Coordinator or Project Officer must ensure that such information is provided and must monitor the work being undertaken to ensure that ACM is not disturbed.

When work requiring the disturbance of ACM is planned and the level of work determined by the Facilities Manager or Project Officer, the Asbestos Coordinator must

be notified prior to arranging for or undertaking removal or major repair of ACM. The Asbestos Coordinator may be required to review or direct all asbestos maintenance work. Upon completion of any work involving ACM, the Asbestos Coordinator must be provided with a completion report.

#### **4.10 Emergency Response**

Procedures must be documented in the asset asbestos management plan to protect responders and prevent client staff, facility occupants and the public from being exposed to asbestos when emergencies involving ACM arise. The Town of Hay River Facilities Manager or Maintenance Coordinator shall notify the employees at the facility or any other company/organization involved in emergency response where there is a threat of asbestos exposure.

#### **4.11 Record Keeping**

An ACM file shall be created and maintained for all records generated relative to positive ACM results in a building. Complete and comprehensive records must be maintained for all inspections, re-assessments, evaluations, inventory and other work related to asbestos-containing materials.

The minimum information to keep on record for each asset is:

- Location – where in the building is this material located. This should be indicated by description such as room number/name, spatial description i.e., above ceiling corridor, and by indication on a floor plan as described below.
- A Floor Plan indicating the location of all confirmed ACM. Enough detail should be included so the exact location is readily determined. Floor plans should be a minimum of 8.5" x 11" with separate pages for each floor.
- Type of ACM
- % of asbestos in the material
- Abatement status
- Evidence of physical or water damage
- Evidence of Delamination or other deterioration
- Degree of accessibility to the material
- Degree of activity near the material
- Location of the air plume, air shaft or air stream
- Other information that should be maintained in the ACM file includes:
  - Copies of initial and all subsequent inspection reports
  - Procedures to be followed should an emergency in the asset involve ACM
  - Asbestos training record of staff involved with the facility
  - Completion reports of asbestos abatement work
  - Manifests of waste asbestos shipping

Current copies of Assessment Reports and Reassessment Reports must be available to maintenance staff, contractors and Client Department Facility Supervisors on site. It is suggested that the building operator's office or a cupboard in the boiler room be used.

As well copies of all inventories and reports must be provided to the Asbestos Coordinator.

#### **4.12 Training**

All personnel (trades staff and others) that may be working in areas where asbestos is contained, or that are involved in managing projects, property, staff or contractors that work in these buildings are required to take "*Occupational Health and Safety for the Asbestos Worker*" training. Employees are required to show proof that they have taken and passed the exam.

# 5 RESPONSIBILITIES

Levels of responsibility associated with asbestos management are described below:

<b>Position</b>	<b>Responsibility</b>
Asbestos Coordinator	<ul style="list-style-type: none"> <li>• Serves as primary contact with regulatory authorities on asbestos related issues</li> <li>• Provides reports to Senior Administrative Officer as required</li> <li>• Monitors compliance with Asbestos Management Plan</li> <li>• Ensures that asbestos inventories and assessments are undertaken</li> <li>• Develops AMP for each asset with confirmed ACM</li> <li>• Ensures projects affecting ACM are coordinated and completed</li> <li>• Reviews plans for asbestos work and reports</li> <li>• Ensures facility supervisors and staff are informed of ACM in facilities as appropriate</li> <li>• Ensures that records are prepared and maintained in the ACM file</li> </ul>
Facilities Manager	<ul style="list-style-type: none"> <li>• Reports asbestos disturbance to Asbestos Coordinator</li> <li>• Ensures asbestos abatement is undertaken as necessary</li> <li>• Monitors implementation of AMP</li> <li>• Ensures occupants are adequately informed of ACM if there is a potential for its disturbance</li> <li>• Ensures persons working with ACM are trained to an acceptable level</li> <li>• Ensures through direct observation that work is done correctly and is performed in an appropriate manner</li> </ul>
Building Operator	<ul style="list-style-type: none"> <li>• Maintains and updates an on-site copy of the asbestos inventory</li> <li>• Informs maintenance and repair workers of ACM prior to work</li> <li>• Monitors condition of ACM and reports to Facilities Manager</li> <li>• Undertakes maintenance and minor repairs to ACM</li> <li>• Provides initial response to asbestos incidents</li> </ul>

# 6 REFERENCES

- *The Northwest Territories & Nunavut Codes of Practice – Asbestos Abatement*
- *The Consolidation of General Safety Regulations R.R.N.W.T. 1990.c.S-1 and the Consolidation of Asbestos Safety Regulations R-016-92*
- Environmental Protection Act (EPA) of the NWT, and the Department of Environment and Natural Resources, Environmental Guideline for Waste Asbestos.
- *Transportation of Dangerous Goods* acts and regulations.
- Alberta Department of Labor *Asbestos Abatement Manual*

# 7 APPENDICES

## Appendix 1: Management Strategy Summary

<b>A1.1 Inspections</b>	<ul style="list-style-type: none"><li>• The Asbestos Coordinator or Facilities Manager must examine all available asbestos survey reports prior to construction, renovation or maintenance work</li><li>• All assets constructed prior to 1980 will be inspected for ACM</li><li>• All material suspected of containing ACM must be handled as asbestos until confirmed by a laboratory</li></ul>
<b>A1.2 Inventory Management</b>	<ul style="list-style-type: none"><li>• Inventory must be maintained on site</li><li>• Inventory must be annotated and updated at least annually by the Asbestos Coordinator</li><li>• Inventory must include floor plan map of asbestos in the building</li></ul>
<b>A1.3 Labeling</b>	<ul style="list-style-type: none"><li>• Labeling is to be permanent, easily identified</li><li>• Identify areas with ACM at non-public entry points</li><li>• Warning labels on building components containing ACM in non-public areas at appropriate intervals</li><li>• Label non-friable ACM if there is potential for its damage and release of friable asbestos</li><li>• Label ACM prior to encapsulation by covering</li></ul>
<b>A1.4 Repairs and Maintenance</b>	<ul style="list-style-type: none"><li>• The designated building operator must regularly inspect the condition of ACM</li><li>• Maintain or repair the encapsulation or containment as soon as deterioration or damage is identified</li><li>• The Facilities Manager/Maintenance Coordinator may assign minor repairs and maintenance to operational staff with the appropriate training</li><li>• Materials and personal protective equipment for the minor repairs of ACM shall be provided to staff</li><li>• File an asbestos-related work record for work involving repairs to larger areas</li><li>• Affected spaces are sampled for residual asbestos following completion of repairs (if necessary)</li></ul>
<b>A1.5 Abatement</b>	<ul style="list-style-type: none"><li>• Replace in service ACM when those materials become redundant</li><li>• Remove redundant ACM in a timely and appropriate manner</li><li>• Follow WSCC Asbestos Abatement Guidelines</li></ul>
<b>A1.6 Waste Asbestos</b>	<ul style="list-style-type: none"><li>• Waste Asbestos generated at the facility must be handled as hazardous waste consistent with hazardous materials and waste management regulatory requirements</li></ul>

	<ul style="list-style-type: none"> <li>Contract documents will require that asbestos waste generated from contracted asbestos abatement projects will be handled and disposed of by the contractor</li> </ul>
<b>A1.7 Emergency Response</b>	<ul style="list-style-type: none"> <li>Procedures identified to protect emergency responders and prevent tenants and visitors from being exposed to asbestos when emergencies arise</li> <li>Employees are responsible for wearing, utilizing and maintaining personal protective equipment</li> </ul>
<b>A1.8 Communications</b>	<ul style="list-style-type: none"> <li>Asbestos Coordinator provides written notice to the Facilities Manager and Facility Supervisor concerning the presence of friable ACM, as per the findings of surveys and assessments</li> <li>Occupants working in areas where ACM are known or suspected must have the materials identified to them if there is a danger of damage to the ACM releasing friable asbestos</li> <li>Ensure trades staff acknowledge the receipt of and understanding of the contents of the asset plan by their signature</li> <li>Maintenance Coordinators ensures that persons undertaking work in spaces containing ACM are briefed on the presence of ACM and provided direction and procedures on the avoidance of damage to the ACM</li> <li>The Facilities Manager and the PW&amp;S Regional Asbestos Coordinator must be informed prior to arranging for or undertaking removal or major repair of ACM</li> <li>WSCC must be provided work procedures 5 working days before work is started</li> </ul>
<b>A1.9 Record Keeping</b>	<ul style="list-style-type: none"> <li>Records maintained in a ACM file for all inspections, reassessments, evaluations, inventory and work related to ACM</li> <li>Current copies of Assessment Reports and Reassessment Reports available on site to maintenance staff, contractors at the office of the Building Operator or in the Boiler room</li> </ul>
<b>A1.10 Training</b>	<ul style="list-style-type: none"> <li>Personnel trained in procedures for safe handling of ACM if they may be working in areas where asbestos is contained or involved in the removal of asbestos or performing asbestos surveys of buildings</li> <li>Workers involved with asbestos abatement or major repairs at the facility must be trained as required by the <i>Asbestos Safety Regulations</i></li> <li>Contractors will be responsible for providing the Facilities Manager or Project Manager with proof of employee training acceptable to the WSCC</li> </ul>
<b>A1.11 Follow-up</b>	<ul style="list-style-type: none"> <li>Inspect area containing ACM at least once each year</li> <li>Annual review of Asset Asbestos Management Plan</li> </ul>

## **Appendix 2: Asbestos Waste**

Asbestos waste is subject to Federal and Territorial regulations and guidelines. Friable asbestos waste is to be disposed of using double-bagged or double wrapped polyethylene containers, while non-friable waste is disposed of using a single layer polyethylene container. Both types of containers must be labeled as asbestos waste. The polyethylene bags must be placed inside a stiff-walled carton or suitable rigid container to prevent any sharp or hard pieces of asbestos waste from piercing the bags and providing a possible route for asbestos exposure. The Project Manager or Facilities Manager is responsible for identifying and providing a secure storage area until such time as the waste can be transported off site by the contractor. The Project Officer or Facilities Manager shall ensure the collection and disposal of the waste at an approved landfill site willing to accept this material.

# Appendix 3: Implementation Strategy

A strategy for renewing the Asbestos Management Plan is outlined below

- Review revised management Plan with town maintenance and project staff and clients.
- Review asset lists of directly maintained facilities constructed prior to 1980.
- Identify all assets with Vermiculite insulation.
- Confirm ACM inventory (type, quantity, location and condition).
- Confirm a detailed asbestos management plan exists for each asset with confirmed ACM.

# Appendix 4: Asbestos Rating Scheme (Alberta)

**The Alberta asbestos rating scheme can be used for evaluation of  
Accessibility, Condition and Friability**

FACTOR	RATING	DESCRIPTION
Accessibility	High (H)	Accessible in high activity areas
	Medium (M)	Accessible in low activity areas or beyond the reach of occupants
	Low (L)	Enclosed
Condition	High (H)	Severe Damage
	Medium (M)	Moderate Damage
	Low (L)	Good Condition
Friability	High (H)	Easily breaks apart
	Medium (M)	Mild – moderate friability
	Low (L)	Non-friable, firmly bound

## Decision Table

Not in Return Air Plenum

	Less than 20% Asbestos	Greater than 20% Asbestos	Asbestos Present in Return Air Plenum
Immediate Control	2 H's or 3 M's	1H or 2 M's	Control required unless 3 L's and less than 20% Asbestos
Control Required	1H or 2 M's	1M	
No Control	1 M or 3 L's	3 L's	

# Appendix 5: Contractor Notification and Acknowledgement

## CONTRACTOR NOTIFICATION AND ACKNOWLEDGEMENT OF HAZARDOUS MATERIAL

I hereby acknowledge that I have been notified of and am aware that the Town of Hay River Asset known as: \_\_\_\_\_ in the community of Hay River contains Hazardous Material, specifically:

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Located in *(Room(s) and/or Area(s) of the asset)*:

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and that proper procedures must be followed while working with this material or in this area. Specialized safety equipment and training of workers may be required depending on the scope of work identified.

Date: \_\_\_\_\_ Contract # \_\_\_\_\_

Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

Town Signature \_\_\_\_\_ Title \_\_\_\_\_

I hereby acknowledge that I have been notified of and am aware that the Town of Hay River buildings on the attached list contain Hazardous Material, specifically:

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and that proper procedures must be followed while working with this material or in these buildings. Specialized safety equipment and training of workers may be required depending on the scope of work identified.

Date: \_\_\_\_\_ Contract # \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Title \_\_\_\_\_

Town Signature: \_\_\_\_\_ Title \_\_\_\_\_

# Appendix 6: Completion Report

**Building name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Page 1 of** \_\_\_\_\_ **Prepared by** \_\_\_\_\_

Immediately upon completion of an "Asbestos Process" as described in Section 1 of the *Asbestos Safety Regulations*, the Maintenance Coordinator or Facilities Manager shall prepare a report and forward it to the Asbestos Coordinator for inclusion in the asset and regional ACM files and distribution as appropriate.

**Scope of work:**

Explain in detail the work that was done affecting ACM. Why was this work required?

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**Methods utilized:**

List the procedures followed to complete the work affecting ACM.

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**Supervisor: Who supervised this work?**

**Workers: Who did the work?**

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**Disposal information: How did you contain the waste? Where did disposal occur?**

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# Appendix 7: Reporting Forms (Templates)

## 7.1 ACM Survey Report Form

## 7.2 Codes for Asbestos Materials Survey

## 7.3 Asbestos-Containing Material Inventory for Assets

## 7.4 Asset Listing for Asbestos-Containing Material Management

## 7.5 Asset ACM Management Plan

### *Completion Procedures for Reports*

Step 1	Generate a working list of assets to be surveyed for ACM from CAMS. Construction prior to 1980 will be the primary focus.
Step 2	Acquire required personal protective and sampling equipment and supplies.
Step 3	Survey each asset on the working list from Step 1.
Step 4	Document all samples Complete Survey Form(s), Appendix 7.1 for each room and area of the building. Use the coding from the list provided, Appendix 7.2.
Step 5	Upon receipt of laboratory analysis of samples, complete the Asbestos-Containing Material Inventory, Appendix 7.3. A separate entry is required for each room or building area with confirmed ACM. Use multiple sheets as required and indicate the total number of pages for each asset.
Step 6	Complete the Asset Listing, Appendix 7.4, for the region (by community) for all assets constructed prior to 1980 (or 1990 for Vermiculite) indicating if ACM was confirmed.
Step 7	Prepare an Asset ACM Management Plan, Appendix 7.5, for each asset with confirmed ACM. Ensure Maintenance and Client Facility Managers are aware of these plans.
Step 8	Ensure all ACM is labelled as required by this Management Plan.
Step 9	Schedule follow-up inspections as required to ensure ACM condition is monitored.
Step 10	Ensure documentation is completed and updated as required.