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## AGENDA

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### PUBLIC INPUT

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. DECLARATION OF INTEREST
4. ANNOUNCEMENTS, AWARDS, CEREMONIES & PRESENTATIONS
5. ADMINISTRATIVE ENQUIRIES
6. NEW BUSINESS
  - a. Family Support Centre Lease Extension – page 2-3
  - b. 2021-22 Community Public Infrastructure Contribution Agreement – page 4-14
  - c. Canada Day Road Closure – page 15-17
  - d. Fire Smart Funding Application – page 18-19 (to follow)
7. BYLAWS
  - a. Bylaw 2431 – Fees and Charges Bylaw – Third Reading – page 20-62
  - b. Bylaw 2430/LND/21 – Land Acquisition Bylaw – Third Reading – page 63-66
8. IN CAMERA
  - a. **Matters under Consideration** - pursuant to Cities, Towns & Villages Act, S.N.W.T. 2003 c. 22, Section 23. (3), (e)
9. ADJOURNMENT



# REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: JUNE 29th, 2021

SUBJECT: FAMILY SUPPORT CENTRE LEASE EXTENSION

## RECOMMENDATION:

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER agree to extend the current lease with the Family Support Centre under the existing terms for a period of one year.**

## BACKGROUND:

On February 6<sup>th</sup>, 2017 the Family Support Centre (FSC) approached the Town of Hay River Council for a 1 year term to lease the Town's house at 99 Woodland Drive. At that time, the FSC had plans to demolish and build on their registered Riverview Drive property within the near future.

The Town agreed to lease the property for the duration of 1 year, with terms including:

- No monthly rent;
- FSC responsible for all utilities;
- Move in walk through to be completed.

On June 5<sup>th</sup>, 2018 the FSC returned to Council asking for an extension in the lease to 2021. The FSC then indicated they had plans in place for the demolition of their old facility and construction for a new 2 story facility on Riverview Drive.

Council approved the 3 year rental extension to 2021 with the condition that demolition of their existing facility occur within the term of the extension. Demolition of the facility was completed.

On April 26, 2021 Council approved Development Permit No. D21-017 – Construction of a new Family Support Centre on Riverview Drive.

On June 7, 2021, Administration met with the FSC to get an update on their plans to construct a new facility on Riverview Drive and the expiration of their current lease agreement for 99 Woodland Drive. The FSC indicated at this meeting that they had engineered designs and approved funding for a construction of their new facility. The FSC had completed a tender process for construction and intended to award construction in June. Construction of the facility is scheduled for completion in 2022. The FSC requested that their lease of 99 Woodland Drive be extended for another 12 month period to June 30, 2022 under existing terms of current contract.

It is recommended that Council agree to the 12 month extension of the rental agreement for 99 Woodland Drive with a notice that no further extensions would be granted at a zero dollar rental fee. FSC would remain responsible for all utilities and operational and maintenance requirements through the lease extension. A walk through would be completed to evaluate current state.



# REPORT TO COUNCIL

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DEPARTMENT: ADMINISTRATION

DATE: JUNE 29th, 2021

SUBJECT: FAMILY SUPPORT CENTRE LEASE EXTENSION

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**COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

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

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

- Do not extend lease agreement – sell or use house for employee temporary housing
- Extend lease agreement with alteration of terms to include a non-zero dollar rental amount

**ATTACHMENTS:**

N/A

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**Prepared by:**

Glenn Smith

SAO

June 25<sup>th</sup>, 2021



# REPORT TO COUNCIL

DEPARTMENT: FINANCE & ADMINISTRATION

DATE: June 29, 2021

SUBJECT: Motion of Approval 2021 – 2022 Community Public Infrastructure Contribution Agreement

## RECOMMENDATION:

THE COUNCIL OF THE TOWN OF HAY RIVER approves the Community Public Infrastructure (CPI) Agreement for 2021 – 2022 in the amount of \$2,132,000

## BACKGROUND:

Each year Council approves a funding agreement with Government of Northwest Territories for CPI the period April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

For this year April 1, 2021 to March 31, 2022 the agreement for CPI Funding is in the amount of \$2,132,000. This amount is equivalent to what was included in the 2021 capital budget. It includes a \$299,000 One Time Top Up as part of MACA's commitment to reduce community funding gaps.

Payment will be received as soon as practicable after the signing of the agreement.

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Capital Funding for the current budget year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River Capital Budget for 2020

## FINANCIAL IMPLICATIONS:

\$2,132,000 of capital funding for 2021's calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

CPI Contribution Agreement.

Prepared by:  
Sam Mugford, CPA, CA  
Director of Finance and Administration  
June 23, 2021

Reviewed by:  
Glenn Smith  
SAO  
June 23, 2021

**CONTRIBUTION AGREEMENT  
COMMUNITY PUBLIC INFRASTRUCTURE**

This Contribution Agreement package includes:

Contribution Agreement:      Town of Hay River

Schedule "A":      Quarterly Report form

**Instructions:**

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

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

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

**CONTRIBUTION AGREEMENT  
COMMUNITY PUBLIC INFRASTRUCTURE**

**THIS AGREEMENT** made on **April 1, 2021**

**BETWEEN:**

**Government Of The Northwest Territories**  
as represented by the  
Regional Superintendent  
South Slave Region  
Department of Municipal and Community Affairs  
(the "GNWT")

OF THE FIRST PART

**AND:**

**Town of Hay River**  
(the "Recipient")

OF THE SECOND PART

The Recipient has applied for Community Public Infrastructure which includes mobile equipment, buildings, and all associated infrastructure ("CPI") funding under the Department of Municipal and Community Affairs' ("MACA") Community Public Infrastructure Funding Policy, Revised July 13, 2015 ("CPI Policy). The GNWT has determined that the Recipient meets the criteria of the CPI Policy.

The Recipient was authorized by Council Motion or Resolution no. \_\_\_\_\_ dated \_\_\_\_\_ to make its application for CPI funding and enter into this Agreement.

The parties agree as follows:

**Contribution and Payment**

1. If the Recipient has:
  - a) met all of its duties and obligations under the Community Public Infrastructure funding agreement for 2020-2021,
  - b) submitted its Capital Plan for the fiscal year 2021 to 2022 to the GNWT, and
  - c) disclosed all sources of funding, including those received in kind, respecting the CPI,the GNWT shall pay to the Recipient the total amount of **Two Million One Hundred and Thirty Two Thousand Dollars (\$2,132,000.00)** (the "CPI Funds"), as soon as practicable after the signing of this Agreement.

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

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

3. The Recipient shall, during the term of this Agreement, disclose, in writing, any additional sources of funding that become available to it with respect to CPI, within thirty (30) days of such funding becoming available.

#### **ONE-TIME INCREASE TO COMMUNITY PUBLIC INFRASTRUCTURE FUNDING**

4. The 2021-22 total for Community Public Infrastructure funding includes a one-time top-up of Two Hundred and Ninety-Nine Thousand Dollars (\$299,000).

<b>Fiscal Year</b>	<b>CPI Allocation</b>
2021-22	\$1,833,000
2021-22 One time top up	\$299,000
<b>Total</b>	<b>\$2,132,000</b>

#### **Use of the CPI Funds**

5. The Recipient shall use the CPI Funds to complete the projects set out in the Recipient's Capital Plan for the fiscal year 2021-2022 and subject to eligible use of funds outlined in the CPI Policy.

#### **Term**

6. This Agreement commences on April 1, 2021 and terminates on March 31, 2022 unless terminated or amended in accordance with the provisions of this Agreement.
7. This Agreement may be amended in writing by the parties.

#### **Transfer of CPI and Lands**

8. The parties acknowledge that certain lands (the "Lands"), improvements and chattels, furnishings, equipment and other personal property used by the Recipient to deliver municipal programs and services (the "CPI") are located on Commissioner's lands.
9. The GNWT shall transfer to the Recipient all of the GNWT's estate and interest in CPI to the Recipient and the Recipient shall assume ownership of and responsibility for the CPI except as otherwise set out in this Agreement.

10. If the Lands may be sold by the Commissioner, the GNWT shall transfer title to the Lands to the Recipient in fee simple and the GNWT shall bear the costs of such title transfers.
11. The Recipient shall apply for one or more leases of Commissioner's land for the Lands now reserved by notation for MACA in the Commissioner's lands database known and referred to as the Land Administration System, if the Lands cannot be sold by the Commissioner.

### **Recipient's Obligations for CPI**

12. The Recipient shall have care and custody of the CPI, including but not limited to, the following obligations:
  - a) operate the CPI to preserve the integrity of all structures and safeguard public access and keep structures in good repair;
  - b) operate the CPI to deliver municipal programs and services to all of the residents;
  - c) arrange for and pay for all electrical utilities, heating fuel, telephone and cable services, water and sewage removal, and garbage disposal as required for the CPI;
  - d) arrange and pay for all mechanical, heating, electrical, gas and boiler and pressure vessel maintenance, as required for the CPI;
  - e) arrange and pay for all snow and ice removal, and security and supervision for the CPI, as necessary to maintain the CPI; and
  - f) insure the CPI for their full replacement cost.

### **Financial accountability and reporting**

13. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of the them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.
14. The Recipient shall, immediately on receipt of a written request from the GNWT, refund any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.
15. The Recipient shall:
  - a) deposit the CPI Funds into a bank account separate from the Recipient's general operating and other bank accounts, and this separate bank account shall be used solely for the CPI Funds;
  - b) credit to the CPI Funds bank account any funds received from the disposal of any assets that are Community Public Infrastructure ("Assets") that are transferred or purchased pursuant to this Agreement; and
  - c) ensure that Assets sold are sold at fair market value.

### **Quarterly and Final Financial Reports**



16. The Recipient shall:
- a) on the last day of each of July 31, 2021, October 31, 2021, January 31, 2022 and April 30, 2022, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - b) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form, "Financial Reporting Model for NWT Municipalities" located on the MACA website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and subject to any additional information required by the GNWT.

### **Accountability Framework and Additional Reporting Information**

17. The Recipient shall complete and submit to MACA the completed Accountability Framework for Community Governments survey form, subject to MACA completing revisions to the survey before April 1, 2022.
18. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
19. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the CPI.

### **Withholding or Reduction of Funds**

20. The GNWT may withhold any part of the CPI Funds for non-compliance with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld CPI Funds when the Recipient is in compliance with this Agreement.
21. The GNWT may deduct from any payment of the CPI Funds or may require repayment of:
  - a) any portion of previous payments of the CPI Funds not accounted for as required by this Agreement, and
  - b) any portion of previous payments of the CPI Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT.

### **Confidentiality**

22. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.
23. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the Access to Information and Protection of Privacy Act.
24. The Recipient acknowledges and agrees that this Agreement may be disclosed to the Legislative Assembly of the Northwest Territories through the public accounts process.

## **Liability and indemnification**

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

## **Insurance**

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

\* WHERE APPLICABLE

The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a

standing authorization to obtain the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.

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

**Termination**

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

**Notices and Addresses**

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

if sent to the following address:

if to the GNWT at: Mary Blake-Moore  
Regional Superintendent  
South Slave Region  
Municipal and Community Affairs  
BOX 127  
FORT SMITH NT X0E 0P0  
Email: Mary\_Blake-Moore@gov.nt.ca  
Fax: (867) 872-6526

if to the Recipient at: Mayor Kandis Jameson  
100-62 Woodland Drive  
HAY RIVER NT X0E 1G1  
Email: sao@hayriver.com  
Fax: (867) 874-3237

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

### **Dispute Resolution**

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

### **Severability**

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

### **General Terms and Conditions**

34. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
35. Time shall be of the essence in this Agreement.
36. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
37. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
38. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
39. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising from this Agreement.
40. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.

[The remainder of this page is intentionally left blank.]

41. This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when both parties have executed an identical counterpart, despite all signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

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

**SIGNED** on behalf of the Government of the Northwest Territories on \_\_\_\_\_ (month) \_\_\_\_ (day), 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mary Blake-Moore  
Regional Superintendent, South Slave Region

**SIGNED** on behalf of the Town of Hay River on \_\_\_\_\_ (month) \_\_\_\_ (day), 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kandis Jameson  
Mayor

# Schedule "A"

## Quarterly Report

June 30, 2018

2018 - 2019	Annual Budget	CPI	Gas Tax
Opening Balance - April 1			
<b>add: Amounts Paid during the year</b>			
Amounts Owing but not paid			
Interest earned			

**Legend:**

MACA to complete

Community to complete

less: Capital Plan Projects 2018-2019	CPI Budget	GT Budget	-	-	-	-

Current Status	Apr - Jun Q1	Jul - Sep Q2	Oct - Dec Q3	Jan - Mar Q4

<b>less: Unplanned Spending</b>						


<b>CLOSING BALANCE AVAILABLE</b>	-	-
<b>BANK BALANCE SHOULD BE</b>	-	-
<b>ACTUAL BANK BALANCE</b>		
<b>ADD: INVESTMENTS</b>		
<b>SHORT/EXCESS</b>	-	-

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Senior Administrative Officer

Date

Municipal and Community Affairs



# REPORT TO COUNCIL

DEPARTMENT: RECREATION AND COMMUNITY SERVICES DATE: June 29th, 2021

SUBJECT: TEMPORARY ROAD CLOSURE FOR CANADA DAY FESTIVITIES

## RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the temporary closure of Courtoreille Street to vehicles between 8:00am and 6:00pm on Thursday July 1<sup>st</sup>, 2021 to accommodate Canada Day festivities.

## BACKGROUND:

The Department of Recreation is proposing a temporary closure of Courtoreille Street on July 1<sup>st</sup> 2021. The street would be closed to vehicle traffic and accessible only to pedestrians between 8:00am and 6:00pm.

The Department is seeking a full day closure to avoid vehicles parking on Courtoreille Street before festivities and to allow time for setup and takedown. Canada Day festivities on Courtoreille Street align with the Town's 2019-23 Strategic Plan which identifies the goal of promoting gathering spaces in Hay River by coordinating approximately 5 social or cultural events each year in or around Town owned facilities.

The planned gathering and post parade activities also align with the intended goal of the 2018 redesign of Courtoreille Street. The street and sidewalks were widened to encourage pedestrian traffic to local businesses, beautify the downtown core and facilitate special events and gatherings such as the annual Canada Day parade.

## COUNCIL POLICY / STRATEGY OR GOAL:

Town of Hay River Strategic Plan 2019-21 – Section 4.3.1

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

## FINANCIAL IMPLICATIONS:

N/A

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

Canada Day 2021 Poster



# REPORT TO COUNCIL

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**DEPARTMENT: RECREATION AND COMMUNITY SERVICES    DATE: June 29th, 2021**

**SUBJECT: TEMPORARY ROAD CLOSURE FOR CANADA DAY FESTIVITIES**

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**Prepared by:**

Stephane Millette  
Director of Recreation and Community Services  
June 24<sup>th</sup>, 2021

**Reviewed by:**

Glenn Smith  
Senior Administrative Officer  
June 24<sup>th</sup>, 2021



The Town of Hay River

# CANADA DAY 2021

July 1st, 2021

**11:00 am - Tune into the Town of Hay River Facebook page for a live-stream of the flag-raising ceremony and Oh Canada.**

**12:15 pm - Floats meet at Bob McMeekin Park**

**1:00 pm - Extended parade through residential areas and downtown.**

**Watch from your house, front lawn, driveway, or another location while maintaining physical distance.**

**2:00 pm - 5:00 pm - BBQ on Courtoreille Street**

**Live Music**

**Free Food**

**Vendors Tables**

**Thank you to North Mart and Super A Foods for supporting the BBQ!**



Float registration form and parade map available at [www.hayriver.com/community-events/](http://www.hayriver.com/community-events/) or email [recprogrammer@hayriver.com](mailto:recprogrammer@hayriver.com)



For more information  
Courtney Fraser  
Recreation Programmer  
[recprogrammer@hayriver.com](mailto:recprogrammer@hayriver.com)

**The Town of Hay River**  
**Northwest Territories**



**Bylaw No. 2431**

**Fees and Charges Bylaw**

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## TOWN OF HAY RIVER BYLAW NO. 2431

A BYLAW of the Council of the Municipal Corporation of the Town of Hay River in the Northwest Territories, to consolidate and otherwise establish the fees and charges payable for the Town's products, programs, services, public utilities, infrastructure, and facilities.

PURSUANT TO the relevant sections of the *Cities, Towns and Villages Act* S.N.W.T. 2003, c. 22, and particularly section 72(e), which allows municipalities to establish, by bylaw, fees or other charges for products, programs, services, public utilities, infrastructure and facilities provided by the municipality and for the use of property under the ownership, direction, management or control of the municipality.

WHEREAS the Council of the Municipal Corporation of the Town of Hay River deems it expedient and wishes to both consolidate and update the various fees and charges to be collected by the Town of Hay River;

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER, in regular sessions duly assembled, enacts as follows:

### SHORT TITLE

1. This Bylaw may be cited as the Fees and Charges Bylaw.

### INTERPRETATION

#### DEFINITIONS

2. In this bylaw:

"Town"	means the Municipal Corporation of the Town of Hay River in the Northwest Territories established pursuant to the <i>Cities, Towns and Villages Act</i> ;
"Cost of Service"	means the dollar value equivalent for the direct and indirect costs of providing a program or service as calculated by the <i>Senior Administrative Officer</i> ;
"Payment Plan"	means a plan for the payment of a fee or charge as set out in the Town's Financial Administration By-law;
"Person"	means an individual human being or a corporation and includes a partnership, society, and an association or a group of persons acting in concert unless the context explicitly or by necessary implication otherwise requires; and

“Program and/or Service” in this bylaw with respect to fees or other charges includes fees or other charges for products, programs, services, public utilities, infrastructure and facilities provided by the Town and for the use of property under the ownership, direction, management or control of the municipality.

3. In this Bylaw all other terms, phrases and their derivatives as set out in the attached schedules shall have the meanings given in the bylaw (including any amended or successor bylaw) referenced in the individual Part of the Schedule.
4. If or when the terms, phrases or their derivatives are not consistent with the context, words in the present tense shall include the future, words in the plural context include the singular, and words in the singular number include the plural. The word “shall” is always mandatory and not merely directory. Words not defined shall be interpreted in accordance with the *Interpretation Act*, R.S.N.W.T. 1988, c. I-8 and the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c. 22 and if not defined in either of these Acts, they are to be given their common and ordinary meaning.
5. The marginal notes and headings in this bylaw are for reference purposes only.
6. Any Act, Regulation or Bylaw that is referred to in this Bylaw shall be interpreted as including any successor Act, Regulation or Bylaw.

## **APPLICATION**

### FEES ESTABLISHED

7. Council hereby establishes the fees and charges as set out in Schedule “B” to this Bylaw. The Bylaws set out in Schedule “A” are hereby amended or repealed as described in that Schedule.

### FEES AND CHARGES IMPOSED

8. The Town may impose fees and charges for its *programs or services*:
  - a) at the time the transaction is initiated; or
  - b) upon receipt of the service; or
  - c) if subsection 8. (a) or (b) are not applicable, upon the due date specified in any invoice issued by the Town to any person in connection with a fee or charge imposed by this Bylaw.
9. The *Senior Administrative Officer* may prescribe terms and conditions for billing customers and payment plans that do not otherwise contradict the provisions of this Bylaw or the Financial Administration Bylaw.
10. Unless otherwise noted, the fees and charges imposed by this Bylaw do not include any federal or other taxes, which shall be added where applicable.

11. No request by any person for a *program or service* as described in Schedule “B” will be processed or provided unless and until the person requesting the *program or service* has paid the applicable fee or charge in the prescribed amount set out in Schedule “B”, or the *Senior Administrative Officer* has granted permission for the service or use of Town property to be provided in advance of an invoice being issued, or has waived the fee in whole or in part.

#### COLLECTION

12. The Town may actively and vigorously pursue the collection of outstanding receivables when the *Senior Administrative Officer* is satisfied that collection is reasonably assured and administration fees are reasonably warranted. The *Senior Administrative Officer* may limit collections if he or she believes that collection efforts are likely to cause or compound financial hardship.

#### PARAMOUNTCY

13. Where this Bylaw establishes a fee or charge for a fee or charge that has been established by Bylaw, resolution or other manner that predates the effective date of this Bylaw, the fee or charge in this Bylaw shall be the applicable fee or charge.

#### INTEREST

14. Unless otherwise prescribed by a payment plan, or directed by the Senior Administrative Officer, any portion of a fee or charge that remains unpaid beyond the date fixed for payment shall accrue interest at the rate of 1.8% per month thereafter until such fee or charge is paid in full.

#### NON-PAYMENT OF FEES AND CHARGES

15. The fees and charges imposed pursuant to this Bylaw on a person constitute a debt of the person to the Town. Where there is statutory authority to do so, the *Senior Administrative Officer* may add the fees and charges imposed by this Bylaw to the tax roll for the property in the same manner as municipal taxes.

### **SEVERABILITY**

16. The provisions of this Bylaw are severable and the invalidity of any part of this Bylaw shall not affect the validity of the remainder of this Bylaw.

### **SCHEDULES**

17. The attached Schedules form part of this Bylaw.

**EFFECT**

18. This Bylaw shall come into effect upon receiving Third Reading and otherwise meeting the requirements of s. 75 of the *Cities, Towns & Villages Act* unless a later date is set out in Schedule "B".

READ A FIRST TIME this            day of            , 20 .

\_\_\_\_\_  
Mayor

READ A SECOND TIME this            day of            , 20 .

\_\_\_\_\_  
Mayor

READ A THIRD AND FINAL TIME this            day of            , 20 .

\_\_\_\_\_  
Mayor

CERTIFIED that this bylaw has been made in accordance with the requirements of the Property Assessment and Taxation Act, R.S.N.W.T., 1988, C.P-10.section 76 and the bylaws of the Municipal Corporation of the Town of Hay River this            day of            , 20 .

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

**BYLAW NO. 2431**  
**Schedule "A"**

**Consequential Amendments or Repeals**

The following bylaws are hereby amended or repealed:

1. The **Ambulance Service Fees Bylaw No. 2352/PS/16** is amended as follows:

a. Subsection 5.a. is deleted, and the following is substituted:

"5.a. Fees for service provided by the Hay River Ambulance service shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time."

b. Schedule "A" is deleted in its entirety.

2. The **Animal Control Bylaw No. 1957** is amended as follows:

- Section 12 is deleted, and the following is substituted:

"12. The owner of an un-neutered dog shall annually apply to the Town for a dog license tag by completing an application for dog licence as set out in Schedule "B" and fees shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time."

- Section 23 is deleted, and the following is substituted:

"23. The owner of a dog licensed under this by-law may obtain a licence tag to replace a tag that has been lost upon payment of a fee in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time."

- Section 61 is deleted, and the following is substituted:

"61. Where any dog not wearing a current Town dog license tag, including any dog exempt from licensing, is impounded under the provisions of this bylaw, such dog may be recovered by the owner within forty-eight (48) hours after being impounded on payment of the fee prescribed in the Fees and Charges Bylaw No. 2431, as amended from time to time, for the impoundment and for feed and care for each day that the dog was impounded."

3. The **Business License Bylaw No. 1395 "B"** is amended as follows:

a. Section 6 is deleted, and the following is substituted:

"6. **FEES** (a) All persons applying for a license shall make application to the Town by completion of the form set out in Schedule "B" to this By-law. At the time of the submission of the application for a license, the applicant must pay the appropriate fee for the class of license being applied for in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time."



(b) The fees payable to the Town for a license issued on or after the 1st day of November in any licensing period shall be one half of the annual license fee set out in the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

b. Schedule “A” is deleted in its entirety;

4. The **Cemetery Bylaw No. 2186/GEN/16** is amended as follows:

a. Subsection 3.viii) is deleted, and the following is substituted:

“3.viii) Family plots of one or more graves may be reserved by submission of a Burial Plot Reservation Permit (see Schedule B) and upon payment in full of the fee prescribed in Fees and Charges Bylaw No. 2431, as amended or replaced from time to time. Reserved Plots shall not be subject to any increases in burial fees for ten years following the date of reservation and shall be marked as “RESERVED” on the cemetery map. Burial fees shall be the fee in effect at the time of reservation for a period of 10 years from the reservation date. Thereafter, burial fees will be charged at the rate prescribed by the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

b. Subsection 4.ix) is deleted, and the following is substituted:

“4.ix) Interment and disinterment fees shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

c. Schedule “B” is deleted in its entirety.

5. The **Chase the Ace Lottery Bylaw No. 2368** is amended as follows:

a. Section 14 is deleted, and the following is substituted:

“14. Fees for a CTA style lottery shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

6. The **Fees & Charges to Recover Reasonable Administrative Cost Bylaw 1715 “A”** is repealed in its entirety.

7. The **Fire Department Service Fees Bylaw No. 2233/PS/17** is amended as follows:

a. Section 3 is deleted, and the following is substituted:

“3. Fees for service provided by the Hay River Fire Department shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

b. Schedule “A” is deleted in its entirety.

8. The **Lottery Licensing Bylaw 2349** is amended as follows:

a. Section 24 is deleted, and the following is substituted:

“24. The fees payable to the Town with respect to lottery licenses issued pursuant to this Bylaw shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

b. Section 25, is deleted, and the following is substituted:

“25. Initial licensing fees shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

c. Section 26, is deleted, and the following is substituted:

“26. Applications shall be accompanied by an application fee and, if applicable, a late fee which shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

d. Section 27, is deleted, and the following is substituted:

“27. The licensing fee for a Series License shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

e. Schedule “A” is deleted in its entirety.

9. The **Porritt Landing Bylaw 2386** is amended as follows:

a. Section 8 is deleted, and the following is substituted:

“8. Season Pass rates shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

b. Section 20 is deleted, and the following is substituted:

“20 Short Term Docking fees shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

10. The **Recreation Rates and Fees Bylaw 2410** is repealed in its entirety.

11. The **Taxi Bylaw 2425** is amended as follows:

a. Subsection 5. (7) is deleted, and the following is substituted:

“5. (7) An application to transfer a Taxi License in Form "C" or "C1" attached to this By-Law shall be completed by each applicant and shall be accompanied by a fee that shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to

time.”

- b. Subsection 7. (2) is deleted, and the following is substituted:

“7. (2) An application to transfer a Taxi Brokerage License in Form "C3" of this By-Law shall be completed by each applicant and shall be accompanied by a fee that shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

- c. Subsection 11 (b) is deleted, and the following is substituted:

“11. (b) payment of the Chauffer’s Permit Fee as prescribed in the Fees and Charges Bylaw No. 2431, as amended from time to time.”

- d. Subsection 19 (d) is deleted, and the following is substituted:

“19. (d) be accompanied by a fee as prescribed in the Fees and Charges Bylaw No. 2431, as amended from time to time.”

- e. Schedule “A” is deleted in its entirety.

12. The **Tiping Fee Bylaw 1516 “A”** is repealed in its entirety.

13. The **Water and Sewer Services Bylaw 1786** is amended as follows:

The definitions are amended by adding the following definition in alphabetical order:

““Fees and Charges Bylaw” means Fee and Charges Bylaw No. 2431, as amended or replace from time to time.”

- a. Sections 303(1) and (2) are deleted, and the following is substituted:

“303 1) (a) As a condition of providing service, the customer shall pay a meter deposit in the amount prescribed by the Fees and Charges Bylaw.

b) The meter deposit shall be held in trust by the Town until the customer’s account is closed;

c) No interest will be payable on a meter deposit.

d) Any interest the Town earns on meter deposits while they are held in trust shall be credited to the Utility Fund.

2) a) As a condition of reconnecting services after discontinuance of service due to non-payment of a water sewer account, the Senior Administrative Officer may require a deposit from the applicant in an amount prescribed by the Fees and Charges Bylaw

b) subject to subsection (c). the deposit shall be refunded after it has been held for twelve consecutive months, during which all bills for service have been paid within the time limit allowed;

- c) the deposit, less the amount of any unpaid balance due to the Town. shall be refunded upon termination of service; and
  - d) no interest shall be paid on the deposit.
  - e) All interest earned on deposits will be credited to the Utility Fund.”
- b. Subsection 304 1) (c ) is deleted, and the following is substituted:
- “304 (1)
- c) pay the applicable service fees and any other fees, prescribed by the Fees and Charges Bylaw; and
- c. Subsection 305 3) is deleted, and the following is substituted:
- “305 3) The Town may continue to levy service charges until the Town terminates service.”
- d. Subsection 501 3) is deleted, and the following is substituted:
- “501 3) Every service pipe within a property shall be installed at the cost of the owner of the property to be served.
- e. Section 802 is deleted, and the following is substituted:
- “802 1) Subject to subsection (2), service charges shall be levied for various categories of customers and services at the rates prescribed by the Fees and Charges Bylaw.
- 2) Unless otherwise provided for in this By-Law or the Fees and Charges Bylaw, service charges shall be calculated:
- a) where an approved meter or truck meter is in use, according to the quantity of water indicated by such meter; or
  - b) where an approved meter or truck meter is not in use, in accordance with the appropriate type of premises, unit of measurement, and quantity of water use as determined by the Senior Administrative Officer.”

f. Section 803 is deleted, and the following is substituted:

“803 Where a property is zoned for other than a residential use, the Senior Administrative Officer shall assign the use of the property to one of the categories specified in the Fees and Charges Bylaw, and fees shall be charged and collected at the rates prescribed in the Fees and Charges Bylaw for that category of use.”

g. Subsection 804 1) is deleted, and the following is substituted:

“804 1) Bills for service charges, fees, and all other penalties and charges levied pursuant to this Bylaw or the Fees and Charges Bylaw, are due and payable no later than the end of the month following service.”

- h. Section 807 is deleted, and the following is substituted:

“807 Where any service charges or fees are prescribed by the month or for any other period. the amount payable for a partial period shall be calculated by the Senior Administrative Officer on a proportional basis, unless otherwise provided in the Fees and Charges Bylaw.”

- i. Subsection 901 2) is deleted, and the following is substituted:

“901 2) Service charges, fees and other charges specified in the Fees and Charges Bylaw for water supply or the use of the sewage system that have not been paid by the end of the fiscal year in which they have been levied, shall be a charge against the lands or premises in respect of which the charges were levied, subject to the same penalties and collectable in the same manner as arrears of property taxes.”

- j. Schedule “A” Tariffs is deleted in its entirety.

14. The **Zoning Bylaw No. 1812** is amended as follows:

- a. Subsection 3.6, is deleted, and the following is substituted:

“3.6. All applications for a Development Permit will be accompanied by non-refundable fees in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

- b. Subsection 3.17 1), is deleted, and the following is substituted:

“3.17. 1) Any person applying to amend any part of this bylaw shall apply in writing to the Development Officer, furnishing reasons in support of the application, requesting that the Development Officer submit the application to Council. All applications to amend this bylaw shall require the completion of Form “D” and be accompanied by shall be accompanied by a fee that shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

- c. Subsection 3.17 2) is deleted, and the following is substituted:

“3.17. 2) All applications to amend any part of this bylaw, except those initiated by Council or the Development Officer, shall be accompanied by a non-refundable fee which shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as amended or replaced from time to time.”

- d. Section 3.17 8), is deleted, and the following is substituted:

“3.17. 8) Upon receiving the advice of the Development Officer, the applicant shall advise the Development Officer if the applicant:

a) wishes the proposed amendment to proceed to Council, in which case he must prepay the advertising costs and any costs incurred by the Town to this point prior to the amendment proceeding to Council which shall be charged and collected in accordance with the Fees and Charges Bylaw No. 2431, as

amended or replaced from time to time; or

b) does not wish to proceed to Council with the proposed amendment, in which case the application is considered abandoned.”

e. Schedule “3” is deleted in its entirety.

**SCHEDULE B INDEX**

**FEES AND CHARGES**

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Unless circumstances require otherwise, the fees and charges in Schedule B will be reviewed at least annually as part of the budget process.

## SCHEDULE B

### PART 1- Administration Fees

1. Research Fees	\$75.00 per hour or as approved by Director of Finance
2. Photocopying Fees	\$2.00 per page
3. Land Sales Title Registration Fees	Recover actual cost of registration with Land Titles Office
4. Preparation of Residency Letters Fee	\$10.00
5. Tax Certificate	\$30.00
6. Commissioner for Oaths	N/C for Town Documents.
7. Cheque returned "Non-sufficient Funds or 'NSF'"	\$40.00
8. Request for Tax or Utility Information	\$15.00 per instance



**SCHEDULE B**

**PART 2 – Ambulance Fees (Non-taxable)**

<b>Ambulance Service</b>	<b>Resident</b>	<b>Non-Resident</b>
In Town Service	\$500.00	\$700.00
Highway Service	\$600.00 Plus \$2.50/km	\$1,650.00 Plus \$2.50/km
Medevac Service	\$1,650.00 Plus \$75 per waiting hour after the first hour	\$1,650.00 Plus \$75 per waiting hour after the first hour

No charge to Hay River residents who are 65 (sixty five) years or older for ambulance calls within the municipal boundary of the Town of Hay River

## SCHEDULE B

### PART 3 – Cemetery Fees

<b>Plots</b>	<b>HR Resident (\$)</b>	<b>Non-Resident (\$)</b>
Single Adult	640.00	1280.00
Under 16 Years	430.00	860.00
Plot Cremation	340.00	680.00
Plot Reservation (10 yr. Term)	280.00	550.00
Veteran	280.00	550.00
<b>Summer Services</b>	June 1 to November 30	
Internment/Summer - Adult	375.00	520.00
Internment/Summer – Cremation	145.00	190.00
Internment/Summer – Child (0 to 16)	0.00	0.00
<b>Winter Services</b>	December 1 to May 31	
Internment/Winter - Adult	670.00	830.00
Internment/Winter – Cremation	160.00	190.00
Internment/Winter – Child (0 to 16)	0.00	0.00
<b>Columbarium Niche</b>		
Columbarium Niche (12X12) at time of need	1720.00	2150.00
Columbarium Niche (12X12) reserved	1940.00	2420.00
<b>Other Charges</b>		
Disinter a Casket	680.00	840.00
Disinter an Urn	390.00	480.00
Additional Niche Name/Crest	270.00	330.00

Fees are non-refundable

**SCHEDULE B**

**PART 4 – Building and Development Fees**

**Building Permit Fee Schedule**

<b><u>Residential</u></b>		<b>Permit Fee</b>
<b>Development Value in Dollars</b>		
<b>From</b>	<b>To</b>	
0.00	2,000.00	\$15.00
2,000.01	5,000.00	\$45.00
5,000.01	10,000.00	\$75.00
10,000.01	25,000.00	\$150.00
25,000.01	50,000.00	\$300.00
Over 50,000.00		\$600.00
<b><u>Commercial/Industrial</u></b>		<b>Permit Fee</b>
<b>Development Value in Dollars</b>		
<b>From</b>	<b>To</b>	
0	10,000.00	\$75.00
10,000.01	30,000.00	\$300.00
30,000.01	50,000.00	\$600.00
50,000.01	100,000.00	\$1,200.00
100,000.01	500,000.00	\$2,400.00
500,000.01	1,000,000.00	\$4,800.00
Over 1,000,000.00		\$7,200.00
	Application for Re-Zoning	\$500.00

All applications for a Development Permit will be accompanied by non-refundable fees in the amount of:

- a) \$25.00 for development that is designated in the zone as a Permitted Use.
- b) \$50.00 for development that is designated in the zone as a Discretionary Use.

**SCHEDULE B**

**PART 5 – Fire Department Service Fees**

**Fire and Rescue Response Within Town Limits**

First two (2) hours minimum charge	\$500.00 (five hundred dollars) for each call
Each additional two (2) hours	\$200.00 (two hundred dollars)
Consumables	Cost plus 10%
Fire Investigation Services	\$150.00 per incident with dollar loss

**Fire and Rescue Response Outside Town Limits**

Highway Response	\$1,650.00 plus \$2.50 per kilometre
First two (2) hours minimum charge	\$500.00 (five hundred dollars) for each call
Each additional two (2) hours	\$200.00 (two hundred dollars)
Consumables	Cost plus 10%
Fire Investigation Services	\$150.00 per incident with dollar loss

**False Alarm**

First two (2) responses to a false alarm at the same premises in a 12-month period.	No Charge
Third (3 <sup>rd</sup> ) and each subsequent response to a False Alarm at the same premises responded to during a 12-month period	\$1,000.00 per response

**SCHEDULE B**

**PART 5 – Fire Department Service Fees (continued)**

	<b>½ Day</b>	<b>Day</b>	<b>Hour</b>	<b>Unit</b>
<b>Facilities</b>				
Emergency Response Training Center (ERTC)	\$150.00	\$300.00		
Capacity 20 persons				
Includes coffee, water, water and sewer service				
Training Tower - Live Burns	\$750.00	\$1,500.00		
Require a minimum of one Firefighter on site				
Includes classroom, pumper, and consumables				
Plus, Firefighter to operate pumper			\$50.00	
Plus, Firefighter to act as Safety Officer			\$50.00	
Training Tower - No Live Burns	\$250.00	\$500.00		
Grounds only	\$250.00	\$250.00		
Firehall Meeting Room		\$605.00	\$132.00	
<b>Equipment</b>				
Pump with equipment	\$250.00	\$500.00		
Plus, Firefighter to operate device			\$50.00	
Portable Electric Generator	\$25.00	\$50.00		
Smoke Generator	\$37.50	\$75.00		
Propane Props (fixed)	\$250.00	\$500.00		
Portable Radio (Simplex - 6 EMO)	\$30.00	\$60.00		
BULLEX Extinguisher Training Device	\$100.00	\$200.00		
Plus, Firefighter to operate device			\$50.00	

**SCHEDULE B**

**PART 5 – Fire Department Service Fees (continued)**

	<b>½ Day</b>	<b>Day</b>	<b>Hour</b>	<b>Unit</b>
<b>Consumables</b>				
SCBA Air Fills (low pressure <221 psi)/cylinder				\$20.00
Smoke Generator Fluid/gallon				\$30.00
Refill Dry Chemical Extinguisher (non-certified)/lb.				\$2.50
Training purposes only				
Use of Roof Simulator - up to six sheets of plywood				\$300.00

Upon request weekly, monthly, and longer-term rates for facilities, equipment and consumables can be arranged and rates approved by Council

**SCHEDULE B**

**PART 6 – Licensing Fees**

**a) Animal Control**

**Dog (tag) License Fees (Annual)**

a) Un-neutered male or female dog	\$35.00
b) Spayed female dog	\$0.00
c) Neutered male dog	\$0.00

Any animal attaining the age of 3 months after June 30th or for a new resident application after June 30 pay 1/2 the appropriate annual fee.

**Kennel License Fees (Annual)**

a) Kennel Fee	\$95.00
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**Dog Teams (Annual)**

a) Kennel Fee	\$95.00
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The owner of an un-neutered dog shall annually apply to the Town for a dog license tag by completing an application for dog license and pay the annual fee of Thirty-Five Dollars (\$35.00).

The owner of a dog licensed under this bylaw may obtain a license tag to replace a tag that has been lost upon payment of a fee of Five Dollars (\$5.00).

**SCHEDULE B**

**PART 6 – Licensing Fees (continued)**

**b) Business Licensing (Annual)**

<b>Class of License</b>	<b>Fee</b>
Commercial	\$150.00
Home Occupation	\$200.00
Student	\$10.00
Seasonal Tourist	\$100.00
Non-Conforming	\$200.00
Non- Resident	\$350.00
Salesperson Sub-License	\$25.00

- Resident applications after September 1<sup>st</sup> will cost one-half of regular price.



**SCHEDULE B**

**PART 6 – Licensing Fees (continued)**

**c) Lottery License**

<b>Program or Service</b>	<b>Fee</b>
<b>License Application</b> (more than 7 days prior to the Lottery)	\$ 50.00 + application fee as determined by total prize amount
<b>Total Prize Amount</b>	
- Less than \$1,000	\$ 0.00
- Between \$1,000 and \$6,999	\$ 50.00
- Between \$7,000 and \$20,000	\$ 300.00
- More than \$20,000 and not more than \$50,000	\$1500.00
<b>Nevada 6-month Club Room License</b>	\$3750.00
<b>License Application</b> (7 or less days prior to the Lottery)	\$ 100.00 + application fee as determined by total prize amount
<b>License amendment more than 7 days prior to the Lottery</b>	\$ 50.00
<b>License amendment 7 or less days prior to the Lottery</b>	\$ 100.00
<b>Processing Fee for incorrect or incomplete documents</b>	\$ 25.00

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**SCHEDULE B**

**PART 6 – Licensing Fees (continued)**

**d) Chase the Ace Lottery Licensing**

The following fee schedule shall apply for a CTA style lottery (note applications less than 7 days prior to the Lottery will not be accepted):

License Application (more than 7 days prior to the Lottery)                      \$ 50.00 + application fee as determined by total prize amount

**Total Prize Amount**

Less than \$1,000	\$ 0.00
-        Between \$1,000 and \$6,999	\$ 50.00
Between \$7,000 and \$20,000	\$ 300.00
More than \$20,000	\$1500.00
License amendment more than 7 days prior to the Lottery	\$50.00
License amendment 7 or fewer days prior to the Lottery	\$100.00

**e) Taxi Licensing (Annual)**

<b>Item</b>	<b><u>Fee (annual unless otherwise specified)</u></b>
Appeal Fee (per event)	\$50.00
Taxi Permit	\$40.00
Taxi Brokerage license	\$75.00
Taxi License	\$40.00
Taxi License Transfer (per transfer)	\$35.00

## SCHEDULE B

### PART 7 – Recreation Fees and Charges

<b>Category</b>	<b>Rate structure</b>	<b>Fees</b>
<b>General Drop-in rates</b>		
<b>Child/Senior (under 12yrs or +55yrs)</b>		
Drop-in fee	per visit	\$ 2.75
10 punch pass	10 visits	\$ 24.50
Monthly	1 month	\$ 41.25
	3 months	\$ 99.00
	6 months	\$ 165.00
<b>Student (12-18 yrs)</b>		
Drop-in fee - student	per visit	\$ 4.00
10 punch pass - student	10 visits	\$ 34.50
Monthly	1 month	\$ 60.00
	3 months	\$ 144.00
	6 months	\$ 240.00
<b>Adult (19-54 yrs)</b>		
Drop-in fee - adult	per visit	\$ 6.00
10 punch pass - adult	10 visits	\$ 54.00
Monthly	1 month	\$ 90.00
	3 months	\$ 216.00
	6 months	\$ 360.00
<b>Family (max 5 people)</b>		
Drop-in fee - family	per visit	\$ 12.00
10 punch pass - family	10 visits	\$ 108.00

**SCHEDULE B**

**PART 7 – Recreation Fees and Charges (continued)**

**Fitness Drop-In Rates**

**Senior (+55yrs)**

Fitness Drop-In - senior (+55 yrs)	per visit	\$	5.25
10 punch fitness - senior (+55 yrs)	10 visits	\$	47.50
Monthly	1 month	\$	52.50
	3 months	\$	189.00
	6 months	\$	315.00
Fitness Drop-In - student	per visit	\$	7.00
10 punch fitness pass - student	10 visits	\$	63.00
Monthly	1 month	\$	70.00
	3 months	\$	252.00
	6 months	\$	420.00
Fitness Drop-In - adult	per visit	\$	8.50
10 punch fitness - adult	10 visits	\$	76.00
Monthly	1 month	\$	85.00
	3 months	\$	306.00
	6 months	\$	510.00

**SCHEDULE B**

**PART 7 – Recreation Fees and Charges (continued)**

**Arena Ice Surface Fees**

Arena Birthday Party Package	1hr on ice and 1 hr in rental room	\$ 140.00
Arena Ice Surface - adult	hourly rate	\$ 173.25
Arena Ice Surface - adult daily (10% reduction)	based on 10+ hrs rental (free rental room included)	\$ 1,559.25
Arena Ice Surface - adult partial wknd (15% reduction)	based on 20+ hrs rental (free rental room included)	\$ 2,945.25
Arena Ice Surface - adult full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	\$ 3,638.25
Arena Ice Surface - youth	hourly	\$ 103.95
Arena Ice Surface - youth daily (10% reduction)	based on 10+ hrs rental (free rental room included)	n/a bc reduced rate for youth
Arena Ice Surface - youth partial wknd (20% reduction)	based on 20+ hrs rental (free rental room included)	
Arena Ice Surface - youth full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	
Offseason Ice Surface - adult	hourly rate	\$ 173.25
Offseason Ice Surface - adult daily (10% reduction)	based on 10+ hrs rental (free rental room included)	\$ 1,559.25
Offseason Ice Surface - adult partial wknd (15% reduction)	based on 20+ hrs rental (free rental room included)	\$ 2,945.25
Offseason Ice Surface - adult full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	\$ 3,638.25
Offseason Ice Surface - local user groups	hourly rate	\$ 87.00
Offseason Ice Surface - local user groups	based on 10+ hrs rental (free rental room included)	\$ 780.00
Offseason Ice Surface - user group partial wknd (15% reduction)	based on 20+ hrs rental (free rental room included)	\$ 1,473.00
Offseason Ice Surface - user group full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	\$ 1,819.00

## SCHEDULE B

### PART 7 – Recreation Fees and Charges (continued)

#### Arena Ice Surface Fees

Offseason Ice Surface – non-user group youth rental	hourly	\$ 104.95
Offseason Ice Surface - youth daily (10% reduction)	based on 10+ hrs rental (free rental room included)	n/a bc reduced rate for youth
Offseason Ice Surface - youth partial wknd (20% reduction)	based on 20+ hrs rental (free rental room included)	
Offseason Ice Surface - youth full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	

\* Free room rental included in ice surface weekend rentals is for duration of the ice surface rental only.

\*\* Room to be included will be determined by type of rental, operational requirements and other possibly other bookings.

#### Ball Field Fees

Field Weekend Tournament - adult	per weekend per field	\$ 505.00
Field Hourly Rental- adult	hourly	\$ 75.00
Field Weekend Tournament - youth	per weekend per field	\$ 505.00
Field Hourly Rental- youth	hourly	\$ 75.00
League Fees - adult season	per team	\$ 660.00
League Fees - adult monthly	per team	\$ 360.00
League Fees - youth season	per team	\$ 325.00
League Fees - youth monthly	per team	\$ 175.00

## SCHEDULE B

### PART 7 – Recreation Fees and Charges (continued)

#### Aquatics Centre Fees

Birthday Party Swim package (max 15 people)	2 hours (1 hr in pool 1 hr in tbd rental room)	\$	140.00
Pool rental - full facility	hourly	\$	234.00
Pool rental - full facility under Covid-19 restrictions	hourly	\$	140.00
Pool Lane Rental	hourly	\$	25.00
Swim Meet	per weekend	\$	163.75

#### Swimming lessons

8 swim lessons - preschool	8 x 30 minutes	\$	63.00
8 swim lessons - swimmer levels	8 x 45 minutes	\$	69.50
Private lessons (1 kid only)	30 minutes each	\$	32.00
Semi-private lessons (2-3 kids)	per session per kid	\$	25.00
Bronze Star	per course	\$	189.00
Bronze Medallion	per course	\$	252.00
Bronze Cross	per course	\$	252.00
Bronze Cross/Medallion	combo course	\$	378.00
First Aid Certification	per course	\$	252.00
National Lifesaving Society Certification	per course	\$	377.50
NLS Recertification	per course	\$	144.50
NLS Instructor Certification	per course	\$	377.00
Jr lifeguard club	9 lessons	\$	132.25
Jr lifeguard club	per week	\$	19.00

## SCHEDULE B

### PART 7 – Recreation Fees and Charges (continued)

#### Room Rental Fees

Multipurpose Room	daily	\$	605.00
Multipurpose Room	hourly	\$	132.00
Multipurpose Room - local user groups	daily	\$	247.50
Multipurpose Room- local user groups	hourly	\$	66.00
Doug Wietermann Room	daily	\$	605.00
Doug Wietermann Room	hourly	\$	132.00
Doug Wietermann Room - local user groups	daily	\$	247.50
Doug Wietermann Room - local user groups	hourly	\$	66.00
Community Hall	daily	\$	761.20
Community Hall	hourly	\$	192.50
Community Hall - local user groups	daily	\$	380.60
Community Hall - local user groups	hourly	\$	96.25
Summer Curling Rink	daily	\$	900.00
Summer Curling Rink	hourly	\$	154.00
Summer Curling Rink - local user groups	daily	\$	450.45
Summer Curling Rink - local user groups	hourly	\$	96.25
Rec Centre Parking Lot Rental	hourly rate	\$	87.00
Rec Centre Parking Lot - daily (10% reduction)	based on 10+ hrs rental	\$	780.00



## SCHEDULE B

### PART 7 – Recreation Fees and Charges (continued)

Rec Centre Parking Lot - partial wknd (15% reduction)	based on 20+ hrs rental	\$ 1,473.00
Rec Centre Parking Lot - full wknd (30% reduction)	based on 30+ hrs rental	\$ 1,819.00
Rental room user additional setup time	75% of hourly rate up to 5 hrs	as per space
Rental room user additional setup time	50% of hourly rate up to 10 hrs	as per space

Local user groups make regularly scheduled use of THR Recreation Facilities at applicable rates. Local user groups also participate in seasonal scheduling as per THR's Recreation Policy.

#### Equipment Rentals

Stageline SL75 Mobile Stage - daily (10% reduction)	based on 10+ hrs rental	\$ 780.00
Stageline SL75 Mobile Stage - partial wknd (15% reduction)	based on 20+ hrs rental	\$ 1,473.00
Stageline SL75 Mobile Stage - full wknd (30% reduction)	based on 30+ hrs rental	\$ 1,819.00
THR Small Modular Stage - daily		\$ 250.00
THR Small Modular Stage - partial wknd	based on 20+ hrs of ice + free DWHall	\$ 400.00
THR Small Modular Stage - full wknd	based on 30+ hrs of ice + free DWHall	\$ 500.00

Delivery within town limits with setup and takedown of stage included in rental fees.

**SCHEDULE B**

**PART 7 – Recreation Fees and Charges (continued)**

Fundraising or non-profit table rental (offsite rental, no delivery)	daily	\$	20.00
Chairs (offsite rental, no delivery)	daily	\$	3.00
BBQ (no propane supplied) (\$50 deposit required)	daily	\$	150.00
Flip Chart (on site)	daily	\$	20.00
Projector (on site)	daily	\$	75.00
4 Piece Modular Glow Bar and Service Counter	daily	\$	150.00

**Porritt Landing**

Seasonal Slip	per season	\$	470.00
Seasonal Slip (3-year renewal)	3-year renewal	\$	1,410.00
Additional Seasonal Slip Sticker (2 max)	per vessel per season	\$	50.00
Short Term Docking Slip	daily	\$	30.00

**Fishermen's Wharf Pavilion**

Summer Season Rental (June-August)			
hourly rate	per hour	\$	157.00
daily rate	per day	\$	900.00
Offseason Rental (September-May)			
hourly rate	per hour	\$	187.00
daily rate	per day	\$	1,200.00

\* Rentals include electrical, picnic tables, garbage cans, 1 outhouse and access to booths on site.

\*\* Offseason premium rate based on propane use, installation of wall system, snow removal and other additional setup needs.

\*\*\* Additional stage, equipment and/or setup fees apply as per appropriate rate..

## SCHEDULE B

### PART 8 – Recreation Sponsorship or Advertising Opportunity

	<b>Rate structure</b>	<b>Rates</b>
<b>Aurora Ford Arena</b>		
Arena Dasher Board Signs (>70")	1-year term (renewable annually)	\$673.50
Arena Dasher Board Signs (<70")	1-year term (renewable annually)	\$335.75
Ice Surface Logo	6-month term (renewable annually)	\$378.00
Center Ice Logo	6-month term (renewable annually)	\$2,500.00
Zamboni Logos	3-year term (renewable)	\$2,340.00
Arena Sections	3-year renewable	\$5,000.00
Scorekeeper box	3-year renewable	\$5,000.00
Penalty Box #1	3-year renewable	\$4,000.00
Penalty Box #2	3-year renewable	\$4,000.00
Arena Players Box #1	3-year renewable	\$2,500.00
Arena Players Box #2	3-year renewable	\$2,500.00
Arena Penalty Box #1	3-year renewable	\$4,000.00
Arena Penalty Box #2	3-year renewable	\$4,000.00
Dressing room #1	3-year renewable	\$5,000.00
Dressing room #2	3-year renewable	\$5,000.00
Dressing room #3	3-year renewable	\$5,000.00
Dressing room #4	3-year renewable	\$5,000.00
Dressing room #5	3-year renewable	\$7,500.00
Dressing room #6	3-year renewable	\$7,500.00
Referee Dressing Room	3-year renewable	\$4,000.00
Arena Seats	life of building	\$250.00

**SCHEDULE B**

**PART 8 – Recreation Sponsorship or Advertising Opportunity**

<b>Sponsorship or Advertising Opportunity</b>	<b>Rate structure</b>	<b>Rates</b>
Pool Sauna	3-year renewable	\$5,000.00
Pool Hot Tub	3-year renewable	\$5,000.00
Pool Slide	3-year renewable	\$10,000.00
Children's tank	3-year renewable	\$5,000.00
Leisure Tank	3-year renewable	\$5,000.00
<b>Sponsorship of Rental Rooms and other Community Centre Spaces</b>		
Community Hall	3-year renewable	\$30,000.00
Walking track	3-year renewable	\$15,000.00
Multipurpose Room	3-year renewable	\$10,000.00
Main Entrance Lobby and Aquatic Centre Viewing Area	3year renewable	\$5,000.00
Washrooms Main Floor	3year renewable	\$3,000.00
Walking Track Washrooms #1 (north end)	3year renewable	\$2,500.00
Walking Track Washrooms #2 (south end)	3year renewable	\$2,500.00
Community Centre Door Advertisements		
double door	3-year term (renewable)	\$2,500.00
single door	3-year term (renewable)	\$1,250.00
half door	3-year term (renewable)	\$673.50

**SCHEDULE B**

**PART 8 – Recreation Sponsorship or Advertising Opportunity (continued)**

**Other Sponsorship and Advertising Opportunities**

Stageline SL75 Mobile Stage	3-year term (renewable)	
Trail and greenspace sponsorship	5-year term (renewable)	\$1,200.00
Digital advertising (display on Aurora Ford Arena big screen)	per event	\$150.00
Digital advertising (display on Aurora Ford Arena big screen)	per season	\$400.00

## SCHEDULE B

### PART 9 – Solid Waste Facility Tipping Fees

1. That residents of the Town of Hay River will be allowed to deposit the weekly equivalent of four (4) thirty (30) gallon garbage cans of household waste. Anything over this amount shall be charged a minimum of Five (\$5.00) Dollars.
2. For waste originating within the Town of Hay River Municipal Boundaries:

<b>Truck Size</b>	<b>Charge</b>
½ ton and ¾ ton – Household Garbage	Free
½ Ton and ¾ Ton – All other Waste	\$5.00
1 Ton	\$10.00
Single Axle Dump Truck	\$20.00
Tandem Axle Body Job Dump Truck	\$50.00
Trailer End Dump Truck	\$75.00
Enclosed Trailer	\$200.00
Vehicle Body	\$50.00

3. For waste originating outside of the Town of Hay River Municipal Boundaries, or the Hay River Dene Reserve, prior permission from the Town of Hay River must be received, and the charge will be \$150.00 a ton, as per the Town of Hay River's weigh scale located in the Public Works yard.

**SCHEDULE B**

**PART 10 – Water and Sewer Services Fees**

**Section A: Public Piped Service (included in minimum monthly charge)**

All users of the Public Piped Service system shall be charged for both access and consumption.

Service	Fee (\$)				
	Effective June 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
Piped Water Access Fee - Residential	10	10	10	10	10
Piped Water Access Fee - Commercial, Industrial, Government	10	10	10	10	10

**Residential**

Size of water Meter			Minimum monthly billing (\$) (including access fee)			
Imperial (inches)	Metric (mm)	Monthly Minimum (Imp. Gallons)	Effective as of June 1, 2021	Effective as of January 1, 2022	Effective as of January 1, 2023	Effective as of January 1, 2024
5/8	16	2000	55.38	57.20	59.08	61.05
"3/4	19	2000	55.38	57.20	59.08	61.05
1	25	3000	78.07	80.79	83.62	86.57
1 1/2	38	5000	123.45	127.99	132.71	137.62
2	50	7000	168.83	175.18	181.79	188.66
3	75	11000	259.59	269.57	279.96	290.75
4	100	15000	350.35	363.96	378.12	392.85
6	150	15000	350.35	363.96	378.12	392.85
8	200	20000	463.80	481.95	500.83	520.46
Consumption charge over Minimum billing per 1000 Imperial Gallons			22.69	23.60	24.54	25.52

**SCHEDULE B**

**PART 10 – Water and Sewer Services Fees (continued)**

**Section A: Public Piped Service (included in minimum monthly charge)**

**Commercial, Industrial**

Size of water Meter			Minimum monthly billing (\$) (including access fee)			
Imperial	Metric	Monthly Minimum	Effective as of June 1, 2021	Effective as of January 1, 2022	Effective as of January 1, 2023	Effective as of January 1, 2024
(inches)	(mm)	(Imp. Gallons)				
5/8	16	2000	56.30	58.15	60.08	62.08
"3/4	19	2000	56.30	58.15	60.08	62.08
1	25	3000	79.45	82.23	85.12	88.12
1 1/2	38	5000	125.75	130.38	135.20	140.20
2	50	7000	172.05	178.53	185.27	192.28
3	75	11000	264.65	274.84	285.43	296.45
4	100	15000	357.25	371.14	385.59	400.61
6	150	15000	357.25	371.14	385.59	400.61
8	200	20000	473.00	491.52	510.78	530.81

Consumption charge over Minimum billing per 1000 Imperial Gallons	23.15	24.08	25.04	26.04
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**Government**

Size of water Meter			Minimum monthly billing (\$) (including access fee)			
Imperial	Metric	Monthly Minimum	Effective Date			
			June 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
(inches)	(mm)	(Imp. Gallons)				
5/8	16	2000	65.12	67.32	69.62	72.00
3/4	19	2000	65.12	67.32	69.62	72.00
1	25	3000	92.68	95.99	99.43	103.00
1 1/2	38	5000	147.80	153.31	159.04	165.01
2	50	7000	202.92	210.64	218.66	227.01
3	75	11000	313.16	325.29	337.90	351.01
4	100	15000	423.40	439.94	457.13	475.02



**SCHEDULE B**

**PART 10 – Water and Sewer Services Fees (continued)**

**Section A: Public Piped Service (included in minimum monthly charge)**

**Government (continued)**

Size of water Meter			Minimum monthly billing (\$) (including access fee)			
			Effective Date			
Imperial	Metric	Monthly Minimum	June 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
(inches)	(mm)	(Imp. Gallons)				
6	150	15000	423.40	439.94	457.13	475.02
8	200	20000	561.20	583.25	606.18	630.03

Consumption charge over Minimum billing per 1000 Imperial Gallons	27.56	28.66	29.81	31.00
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Consumption charge for users outside of the Municipal Boundary of the Town of Hay River per 1000 Imperial Gallons	53.58	55.73	57.96	60.27
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For users of the piped water only service within the municipal boundary of the Town of Hay River, the charge for water only shall be 65% of the charge for piped water/sewer.

**Section B: Unmetered Users**

The following monthly rate shall be assessed, and charges based thereon shall be made respecting all single-family residential water users serviced from and connected to the Town's Public Piped Service and not otherwise provided for in this Bylaw:

Service		Fees (\$)			
		Effective Date			
Unmetered Users/Flat Rate (not otherwise addressed in this Part)	Gallons	June 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
Single Family Residential Water Users - A minimum charge based on an average consumption of 5,000 gallons (22,750 litres) shall be used.	5000	138.45	143.00	147.70	152.63

Any other water users connected to the Town's public piped service and are not metered shall be charged an amount which will be determined by the Senior Administrative Officer based on an estimated load, line size and estimated consumption.

**SCHEDULE B**

**PART 10 – Water and Sewer Services Fees (continued)**

**Section C - Truck Water Delivery**

Service	Fee (\$)				
	Effective Date				
	June 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
Trucked Water Access Fee-Vale Island and West Channel	10	10	10	10	10
Trucked Water Access Fee- Mile Five	10	10	10	10	10
Trucked Water Access Fee- Rural Reserve(Corridor)	10	10	10	10	10
Trucked Water Access Fee- TRC	10	10	10	10	10
Trucked Water Access Fee- Industrial, Commercial, Government	10	10	10	10	10

Water Delivery	Rate (\$) Per 1,000 Gallons				
	Effective Date				
	June 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
<b>Users in Residentially zoned areas with municipality: WestChannel and Vale island zone, Mile Five zone</b>					
Monthly consumption for: first 4,500 Gallon	43.05	44.77	46.56	48.42	50.36
Monthly consumption for: 4,501 Gallon -7,000 Gallon	77.44	80.54	83.76	87.11	90.59
Monthly consumption of: Over 7000 Gallons	162.52	169.02	175.78	182.81	190.12

Water Delivery	Rate (\$) Per 1,000 Gallons				
	Effective Date				
	June 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
<b>Users in Residentially zoned areas with municipality: Rural Reserve (Corridor) Zone</b>					
Monthly consumption for: first 4,500 Gallon	43.05	44.77	46.56	48.42	50.36
Monthly consumption for: 4,501 Gallon -7,000 Gallon	77.44	80.54	83.76	87.11	90.59
Monthly consumption of: Over 7000 Gallons	162.52	169.02	175.78	182.81	190.12

**SCHEDULE B**

**PART 10 – Water and Sewer Services Fees (continued)**

**Section C - Truck Water Delivery (continued)**

Water Delivery	Rate (\$) Per 1,000 Gallons				
	Effective Date				
	June 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
<b>Commercial, Industrial (including caretaker units)</b>					
Monthly consumption for: first 4,500 Gallon	160.86	167.29	173.98	180.94	188.18
Monthly consumption for: 4,501 Gallon -7,000 Gallon	160.86	167.29	173.98	180.94	188.18
Monthly consumption for: Over 7000 Gallons	160.86	167.29	173.98	180.94	188.18

Water Delivery	Rate (\$) Per 1,000 Gallons				
	Effective Date				
	June 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
<b>Government</b>					
Monthly consumption for: first 4,500 Gallon	182.8	190.11	197.71	205.62	213.84
Monthly consumption for: 4,501 Gallon -7,000 Gallon	182.8	190.11	197.71	205.62	213.84
Monthly consumption for: Over 7000 Gallons	182.8	190.11	197.71	205.62	213.84

Water Delivery	Rate (\$) Per 1,000 Gallons				
	Effective Date				
	June 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
<b>Caretaker Unit Rate*</b>					
Monthly consumption for: first 2000 Gallons	86.1	89.54	93.12	96.84	100.72
Monthly consumption for: over 2001 Gallons	160.86	167.29	173.98	180.94	188.18

\*To qualify for the caretaker rate, trucked water customers on Commercially or Industrially zoned properties with a caretaker dwelling may apply (second account). The dwelling's water supply tank must be separate from the Commercial or Industrial water supply tank in accordance with Town of Hay River servicing standards.

	Rate (\$) Per 1,000 Gallons				
	Effective Date				
	June 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024	Jan. 1, 2025
<b>Consumption charge for users outside of the municipal boundary of the Town of Hay River</b>	53.58	55.73	57.96	60.27	62.69

## SCHEDULE B

### PART 10 – Water and Sewer Services Fees (continued)

#### Section D - Flat Rate Billing

Where the Senior Administrative Officer is unable to obtain access for the purpose of meter reading, the consumption shall be based on:

- the average actual readings from the previous six (6) months, or
- in the event of inadequate readings, the consumption shall be calculated on the average gallonage.

If no basis for averaging exists, the consumption shall be calculated on a gallonage of Five Thousand (5,000) gallons or 22,750 litres.

#### Section E - High Volume Commercial Consumption (Truck Service)

A high-volume commercial consumption rate is available to commercial customers on the truck service by special arrangement with the Trucked Water Contractor and the Town.

To qualify for this rate, customers must meet all the following criteria:

- Accept full truckloads of water,
- Receive water in a container large enough to accommodate the entire load of water in one delivery,
- Receive a minimum of 50,000 Gallons of water per month. Consumption criteria will be reviewed based on a six-month average to ensure minimum monthly levels are maintained.

The rate charged will be Fifteen dollars and Ninety-Two cents (\$15.92) per One Thousand (1,000) gallons delivered, plus the cost of delivery charged to the Town by the Trucked Water contractor.

Partial truckloads will be charged at the regular rate as set out in Section "C".

#### Section F - Meter Fees and Services

	Fee (\$)
Service	Effective June 1, 2021
Water Meter Fee - Residential	\$250
Water Meter Fee - Non-residential	100% Cost recovery basis
Utility Connection or Disconnection fee	\$40
Disconnection resulting from non-payment Paper	\$100
Invoice enviro fee	\$2.50/month



**Bylaw No. 2430/LND/21**

**7. b) Land Acquisition Bylaw - LOT One  
Ptn, (1 Ptn), BLOCK F, PLAN 39**

**BYLAW NO. 2430/LND/21**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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A BYLAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES, TO PROVIDE FOR THE ACQUISITION OF LAND.

---

**WHEREAS** pursuant to the Cities, Towns and Villages S.N.W.T., 2003, c.22, in force April 1, 2004, Section 53 (1) which states:

53. (1) A municipal corporation may, for a municipal purpose,
- (a) acquire real property;
  - (b) use, hold or develop real property owned by the municipal corporation; and
  - (c) subdivide, in accordance with the Planning Act, real property owned by the municipal corporation.

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Town of Hay River in the Northwest Territories in regular meeting of Council duly assembled enacts as follows:

1. The Municipal Corporation of the Town of Hay River acquire LOT One Ptn, (1 Ptn), BLOCK F, PLAN 39, Hay River from Commissioner of the Northwest Territories, in consideration of the sum of ONE DOLLAR (\$1.00);
2. The said land be acquired for Municipal purposes;
3. That the Mayor or Deputy Mayor and the Senior Administrative Officer of the said Town of Hay River are hereby authorized to execute any documents to give effect to the bylaw;
4. This bylaw will take force and effect upon its final reading.

THIS BY-LAW READ A FIRST TIME this        day of        , 2021 A.D.

\_\_\_\_\_  
Mayor

THIS BY-LAW READ A SECOND TIME this        day of        , 2021 A.D.

\_\_\_\_\_  
Mayor

**BYLAW NO. 2430/LND/21**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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THIS BY-LAW READ a Third and Final Time this        day of        , 2021 A.D.

\_\_\_\_\_  
Mayor

CERTIFIED that this bylaw has been made in accordance with the requirements of the Cities, Towns and Villages Act, S.N.W.T., 2003, and the bylaws of the Municipal Corporation of the Town of Hay River this        day of        , 2021.

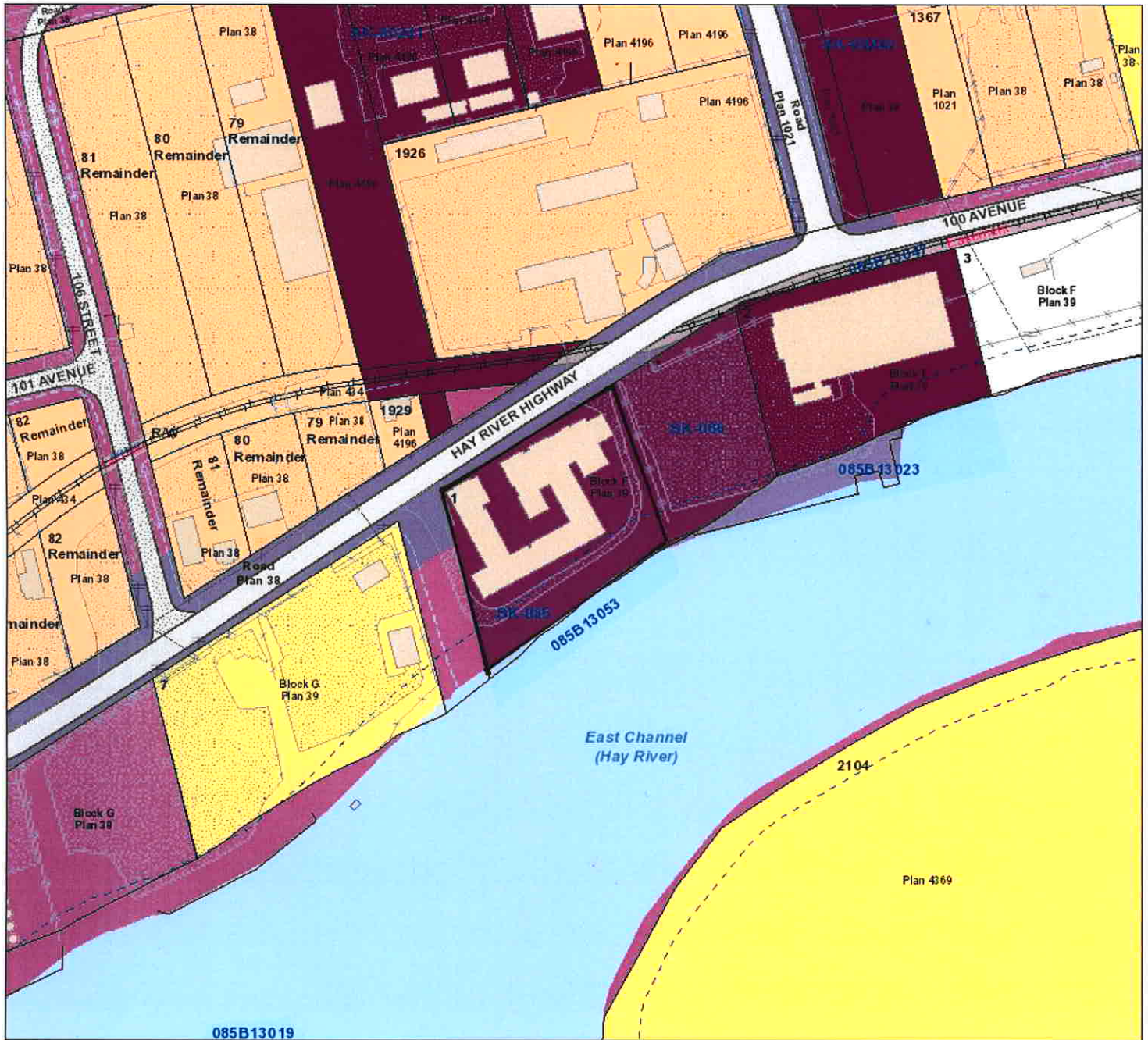
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Senior Administrative Officer



ATLAS

Government of Northwest Territories

# Lot 1 Ptn., Block F Plan 39 (Formerly Hay River Hotel)



June 4, 2021

### Legend

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| Block Land Transfer Boundaries       | Municipal Boundaries             |
| Development Areas                    | Surveyed Parcels                 |
| Building Footprints                  | Surveyed Easements               |
| Line Approximately 31m from O.H.W.M. | Surface Land Withdrawal          |
| Tenured Commissioner's Land          | Land Application                 |
| Land Application                     | Tenured Territorial Land         |
| Federal Land                         | Indian Affairs Branch (IAB) Land |
| Commissioner's Land                  | Territorial Land                 |
| Territorial Protected Area           | Public Highway                   |
| Municipal Land                       | Private Land                     |
| Hay River Reserve                    |                                  |

Scale 1: 2,257

50 metres

UTM Zone: 11

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