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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. Northern Arts and Culture Center Funding Agreement – page 2-7
- b. Museum Funding Agreement – page 8-14
- c. NWTAC Information Report – page 15-17

#### 7. NOTICE OF MOTIONS

#### 8. BYLAW

- a. Bylaw 2446 – Sale of Vale Island Fire Hall Bylaw – First and Second Reading – page 18-21

#### 9. IN CAMERA

- a. **Matters under Consideration** - pursuant to Cities, Towns & Villages Act, S.N.W.T. 2003 c. 22, Section 23. (3), (e)

#### 10. ADJOURNMENT



# REPORT TO COUNCIL

**DEPARTMENT:** FINANCE AND ADMINISTRATION

**DATE:** September 27, 2022

**SUBJECT:** Northern Arts and Culture Center Funding Agreement

**RECOMMENDATION:**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approve entering into a three-year funding agreement with the Northern Arts and Cultural Center (NACC) in the amount of \$5,000 per year.**

**BACKGROUND:**

For many years the NACC has applied annually for funding under the Town's Community Enhancement Grant (CEG) Policy. The CEG is intended to be for one-time funding for new initiatives which benefit the community. By moving to a multi-year funding agreement, it removes this from the application process.

NACC schedules musical and theatrical performances in Hay River and throughout the NWT. Funds are used to offset costs relating to transportation, hotel, local sound technicians, promotion costs, and artisan fees.

The recommended duration of the term of the agreement is intended to line up with the timing of the next term of Council (one year in to allow for sufficient time for the new Council to understand the budget process).

**COUNCIL POLICY/STRATEGY OR GOAL:**

**APPLICABLE LEGISLATION, BYLAWS OR STUDIES:**

N/A

**FINANCIAL IMPLICATIONS:**

Annual O&M expense of \$5,000 to provide operational funding for the NACC.

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

*Draft NACC Funding Agreement*

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

Reviewed by:  
Glenn Smith  
SAO

**THIS FUNDING AGREEMENT** (the “**Agreement**”) dated the \_\_\_\_ day of September 2022 (the “**Effective Date**”)

**BETWEEN:**

**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**  
(the “**Town**”)

- and -

**Northern Arts and Culture Center**  
(“the **NACC**”)

(each a “**party**”, collectively the “**parties**”)

**FUNDING AGREEMENT**

**WHEREAS:**

- A. The Town has historically provided funding to NACC in the amount of \$5,000 per year through the Town’s annual budget process and the “Community Enhancement Grant”.
- B. The Town wishes to continue funding the NACC, and the NACC wishes to accept future funding from the Town on the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

**1. Term.**

- (a) Unless earlier terminated pursuant to the terms and conditions of this Agreement as set forth herein, the term of this Agreement is for a period of three years from the Effective Date (the “**Term**”) and shall expire on December 31, 2025 (the “**Termination Date**”). Upon the expiration of the Term of this Agreement, the term may be annually renewed upon mutual agreement in writing signed by each party hereto.
- (b) Notwithstanding the Effective Date of this Agreement, the funding provided for herein shall begin on January 1, 2023 (the “**Funding Date**”).

**2. Town of Hay River Funding.**

- (a) Upon the NACC:
  - (i) adhering/conforming to its obligations under the Town of Hay River Collective Agreement and continuing to do so at all times during the Term of this Agreement; and
  - (ii) having disclosed all federal, territorial, private grants, and all other source funding whatsoever, including those received in kind;

the Town shall provide the NACC with funding in the total amount of Five Thousand (\$5,000.00) Dollars made payable in annually on January 1<sup>st</sup> of each year of the agreement.

- (b) Unless the parties otherwise agree in writing, the Town will make the Payments provided for hereunder, or any portion thereof, by bank draft, certified cheque or bank wire to the NACC.

### 3. **Permitted Use of Funds**

- (a) In consideration for receipt of the Payments, the NACC shall use the Payments for the following specific purposes, unless otherwise agreed in writing by the Town:
  - (i) to provide and enhance programs, services, and special events provided through the NACC to residents and visitors of the Town of Hay River in support of the enhancement of the quality of life and well being for such residents and visitors of the Town of Hay River.

All such Payments used by the NACC hereunder shall be used for lawful purposes and in compliance with all applicable laws and regulations, and the NACC shall ensure that such uses are not in contravention of any applicable law or regulation.

### 4. **Reporting**

- (a) The NACC shall, at the Town's request, provide the Town with a report, in a form acceptable to the Town, throughout the Term of this Agreement and any extensions thereof (the "**Report**"). The Report shall, at a minimum, include a detailed breakdown of the use of all Payments made by the Town hereunder, a summary of the NACC's financial position (taking into account both the Payments and all other federal, territorial, private grants, or any other source funding whatsoever received by, or expected to be received by, the NACC), other fundraising efforts being undertaken by the NACC, and a forecasted plan for use of Payments in the ensuing year.
- (b) In addition to the Report, the NACC shall immediately report to the Town any of the following events:
  - (i) any breach or alleged breach by the NACC of the Town of Hay River Collective Agreement, along with supporting details of such breach or alleged breach;
  - (ii) any new or additional federal, territorial, private grants, or any other source funding whatsoever received by, or expected to be received by, the NACC during the Term of this Agreement;
  - (iii) any use of funds or planned use of funds which is not otherwise allowed for hereunder;
  - (iv) any breach, or alleged breach by the NACC of any applicable law or regulation, or any breach of the terms and conditions of this Agreement whatsoever.
- (c) Notwithstanding the foregoing, the Town may, at any time during the Term of this Agreement, acting reasonably, request a detailed record of any and all use of Payments made hereunder, and the NACC shall immediately provide Town with such records.

### 5. **Default**

- (a) The Town may terminate this Agreement immediately upon notice to the NACC, and withdraw and cease making any further Payments hereunder, upon the occurrence of any of the following:
  - (i) the NACC defaults in any material way in the performance of its obligations pursuant to this Agreement, and such default continues for more than 5 days following notice by the Town of such default to the NACC;
  - (ii) the NACC makes an assignment or is petitioned into bankruptcy, or becomes insolvent or otherwise is unable to pay its debts as they become due
- (b) The NACC hereby expressly acknowledges and agrees that a failure to comply with the terms and conditions set out in this Agreement may result in the withdrawal of funding hereunder and cessation of any future Payments.

6. **Indemnity and Release.**

- (a) The NACC hereby agrees to indemnify and hold harmless the Town, its affiliated and related entities, their shareholders, directors, trustees, guarantors indemnitors, managers, officers, employees, agents, lawyers, representatives, predecessors, successors and assigns, from any and all third party claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, arising out of any action, omission, or breach of this Agreement by the NACC.
- (b) The NACC hereby further releases and forever discharges the Town, its affiliated and related entities, their shareholders, directors, trustees, guarantors indemnitors, managers, officers, employees, agents, lawyers, representatives, predecessors, successors and assigns, from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which they may now have, have ever had or may hereafter have against the Town, their affiliated and related entities, their shareholders, directors, trustees, guarantors indemnitors, managers, officers, employees, agents, lawyers, representatives, predecessors, successors and assigns, on account of or arising out of this Agreement.
- (c) Notwithstanding anything to the contrary contained herein, and not to limit the generality of the foregoing, the parties acknowledge that the Town's budget and ability to fund the NACC is subject to change and as a result, the Town will not be held liable for any costs, expenses, or claims that may arise from a delay or a failure to make a Payment hereunder. The parties hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced or instituted, any proceeding of any kind against each other based upon any matter purported to be released hereby.
- (d) Such indemnities and releases set out in this Section 6 shall survive the termination of this Agreement.

7. **Further Assurances.** The parties hereto each agree to execute such further assurances as may be reasonably required to affect the transaction herein contemplated.

8. **General.**

- (a) Time shall be of the essence.
- (b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.
- (c) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
- (d) This Agreement and the agreement and documents to be delivered hereunder constitute the sole and entire agreement and understanding of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (e) The internal law (and not the law of conflicts) of the Northwest Territories and the federal laws of Canada applicable therein shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Any action or proceeding arising out of or based upon this Agreement, the other agreements and documents or the transactions contemplated hereby or thereby may be brought in the courts of the Northwest Territories, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.
- (f) No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (g) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties may not be a signatory to the same counterpart. This Agreement may be executed and delivered in any electronic format and such signatures shall be binding and deemed original for purposes of enforcing this Agreement.
- (h) If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision has not been included in the text of the Agreement
- (i) Each of the parties acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other party to this Agreement from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement.

(Remainder of page left intentionally blank. Signature page to follow.)

**IN WITNESS WHEREOF** this Agreement has been signed by the parties this \_\_\_\_ day of \_\_\_\_\_, 2022.

**THE MUNICIPAL CORPORATION OF THE  
TOWN OF HAY RIVER**

Per: \_\_\_\_\_

**NORTHERN ARTS AND CULTURAL CENTRE**

Per: \_\_\_\_\_



## REPORT TO COUNCIL

DEPARTMENT: FINANCE AND ADMINISTRATION

DATE: September 27, 2022

SUBJECT: Museum Society Funding Agreement

### RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approve entering into a three-year funding agreement with the Hay River Museum Society in the amount of \$6,000 per year.

### BACKGROUND:

For many years, the Hay River Museum Society has applied annually for funding under the Town's Community Enhancement Grant (CEG) Policy. The CEG is intended to be for one-time funding for new initiatives which benefit the community. By moving to a multi-year funding agreement, it removes this from the application process.

The Museum Society's mandate is to develop, expand and maintain a heritage center within Hay River.

The recommended duration of the term of the agreement is intended to line up with the timing of the next term of Council (one year in to allow for sufficient time for the new Council to understand the budget process).

### COUNCIL POLICY/STRATEGY OR GOAL:

### APPLICABLE LEGISLATION, BYLAWS OR STUDIES:

N/A

### FINANCIAL IMPLICATIONS:

Annual O&M expense of \$6,000 to provide operational funding for the Hay River Museum Society.

### ALTERNATIVES TO RECOMMENDATIONS:

N/A

### ATTACHMENTS:

*Draft Museum Funding Agreement*

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

Reviewed by:  
Glenn Smith  
SAO



**THIS FUNDING AGREEMENT** (the “**Agreement**”) dated the \_\_\_\_ day of September 2022 (the “**Effective Date**”)

**BETWEEN:**

**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**  
(the “**Town**”)

- and -

**Hay River Museum Society**  
(“**Museum Society**”)

(each a “**party**”, collectively the “**parties**”)

**FUNDING AGREEMENT**

**WHEREAS:**

- A. The Town has historically provided funding to the Museum Society through the Town’s annual budget process and the “Community Enhancement Grant”.
- B. The Town wishes to continue funding the Museum Society, and the Museum Society wishes to accept future funding from the Town on the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

**1. Term.**

- (a) Unless earlier terminated pursuant to the terms and conditions of this Agreement as set forth herein, the term of this Agreement is for a period of three years from the Effective Date (the “**Term**”) and shall expire on December 31, 2025 (the “**Termination Date**”). Upon the expiration of the Term of this Agreement, the term may be annually renewed upon mutual agreement in writing signed by each party hereto.
- (b) Notwithstanding the Effective Date of this Agreement, the funding provided for herein shall begin on January 1, 2023 (the “**Funding Date**”).

**2. Town of Hay River Funding.**

- (a) Upon the Museum Society:
  - (i) adhering/conforming to its obligations under the Town of Hay River Collective Agreement and continuing to always do so during the Term of this Agreement; and
  - (ii) having disclosed all federal, territorial, private grants, and all other source funding whatsoever, including those received in kind.

the Town shall provide the Museum Society with funding in the total amount of Six Thousand (\$6,000.00) Dollars made payable in annually on January 1<sup>st</sup> of each year of the agreement.

- (b) Unless the parties otherwise agree in writing, the Town will make the Payments provided for hereunder, or any portion thereof, by bank draft, certified cheque or bank wire to the Museum Society.

### 3. **Permitted Use of Funds**

- (a) In consideration for receipt of the Payments, the Museum Society shall use the Payments for the following specific purposes, unless otherwise agreed in writing by the Town:
  - (i) to provide and enhance programs, services, and special events provided through the Hay River Museum to residents and visitors of the Town of Hay River in support of the enhancement of the quality of life and well being for such residents and visitors of the Town of Hay River.

All such Payments used by the Museum Society hereunder shall be used for lawful purposes and in compliance with all applicable laws and regulations, and the Museum Society shall ensure that such uses are not in contravention of any applicable law or regulation.

### 4. **Reporting**

- (a) The Museum Society shall, at the Town's request, provide the Town with a report, in a form acceptable to the Town, throughout the Term of this Agreement and any extensions thereof (the "**Report**"). The Report shall, at a minimum, include a detailed breakdown of the use of all Payments made by the Town hereunder, a summary of the Museum Society's financial position (taking into account both the Payments and all other federal, territorial, private grants, or any other source funding whatsoever received by, or expected to be received by, the Museum Society), other fundraising efforts being undertaken by the Museum Society, and a forecasted plan for use of Payments in the ensuing year.
- (b) In addition to the Report, the Museum Society shall immediately report to the Town any of the following events:
  - (i) any breach or alleged breach by the Museum Society of the Town of Hay River Collective Agreement, along with supporting details of such breach or alleged breach;
  - (ii) any new or additional federal, territorial, private grants, or any other source funding whatsoever received by, or expected to be received by, the Museum Society during the Term of this Agreement;
  - (iii) any use of funds or planned use of funds which is not otherwise allowed for hereunder;
  - (iv) any breach, or alleged breach by the Museum Society of any applicable law or regulation, or any breach of the terms and conditions of this Agreement whatsoever.

- (c) Notwithstanding the foregoing, the Town may, at any time during the Term of this Agreement, acting reasonably, request a detailed record of any and all use of Payments made hereunder, and the Museum Society shall immediately provide Town with such records.

**5. Default**

- (a) The Town may terminate this Agreement immediately upon notice to the Museum Society, and withdraw and cease making any further Payments hereunder, upon the occurrence of any of the following:
  - (i) the Museum Society defaults in any material way in the performance of its obligations pursuant to this Agreement, and such default continues for more than 5 days following notice by the Town of such default to the Museum Society;
  - (ii) the Museum Society makes an assignment or is petitioned into bankruptcy, or becomes insolvent or otherwise is unable to pay its debts as they become due
- (b) The Museum Society hereby expressly acknowledges and agrees that a failure to comply with the terms and conditions set out in this Agreement may result in the withdrawal of funding hereunder and cessation of any future Payments.

**6. Indemnity and Release.**

- (a) The Museum Society hereby agrees to indemnify and hold harmless the Town, its affiliated and related entities, their shareholders, directors, trustees, guarantors indemnitors, managers, officers, employees, agents, lawyers, representatives, predecessors, successors and assigns, from any and all third party claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, arising out of any action, omission, or breach of this Agreement by the Museum Society.
- (b) The Museum Society hereby further releases and forever discharges the Town, its affiliated and related entities, their shareholders, directors, trustees, guarantors indemnitors, managers, officers, employees, agents, lawyers, representatives, predecessors, successors and assigns, from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which they may now have, have ever had or may hereafter have against the Town, their affiliated and related entities, their shareholders, directors, trustees, guarantors indemnitors, managers, officers, employees, agents, lawyers, representatives, predecessors, successors and assigns, on account of or arising out of this Agreement.
- (c) Notwithstanding anything to the contrary contained herein, and not to limit the generality of the foregoing, the parties acknowledge that the Town's budget and ability to fund the Museum Society is subject to change and as a result, the Town will not be held liable for any costs, expenses, or claims that may arise from a delay or a failure to make a Payment hereunder. The parties hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced or instituted, any proceeding of any kind against each other based upon any matter purported to be released hereby.

- (d) Such indemnities and releases set out in this Section 6 shall survive the termination of this Agreement.
7. **Further Assurances.** The parties hereto each agree to execute such further assurances as may be reasonably required to affect the transaction herein contemplated.
8. **General.**
- (a) Time shall be of the essence.
  - (b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.
  - (c) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
  - (d) This Agreement and the agreement and documents to be delivered hereunder constitute the sole and entire agreement and understanding of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
  - (e) The internal law (and not the law of conflicts) of the Northwest Territories and the federal laws of Canada applicable therein shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Any action or proceeding arising out of or based upon this Agreement, the other agreements and documents or the transactions contemplated hereby or thereby may be brought in the courts of the Northwest Territories, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.
  - (f) No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
  - (g) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties may not be a signatory to the same counterpart. This Agreement may be executed and delivered in any electronic format and such signatures shall be binding and deemed original for purposes of enforcing this Agreement.
  - (h) If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision has not been included in the text of the Agreement

- (i) Each of the parties acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to seek and was not prevented or discouraged by any other party to this Agreement from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement.

(Remainder of page left intentionally blank. Signature page to follow.)

**IN WITNESS WHEREOF** this Agreement has been signed by the parties this \_\_\_\_ day of \_\_\_\_\_, 2022.

**THE MUNICIPAL CORPORATION OF THE  
TOWN OF HAY RIVER**

Per: \_\_\_\_\_

**HAY RIVER MUSEUM SOCIETY**

Per: \_\_\_\_\_



# REPORT TO COUNCIL

**DEPARTMENT:** Administration

**DATE:** September 27, 2022

**SUBJECT:** Council Attendance at 2022 Northwest Territories Association of Communities Meeting.

## RECOMMENDATION:

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER Accepts information as presented.**

## BACKGROUND:

Members of the Council of the Town of Hay River attended the 56<sup>th</sup> annual Northwest Territories Association of Communities (NWTAC) AGM held in Yellowknife. The AGM attracted municipal leadership from all communities of the NWT and was an important venue for advancing key issues that impact residents and municipal government. The Town of Hay River demonstrated an influential presence at the meeting and explicitly raised concern and publicly called on Cabinet to advance the GNWT's leadership in:

1. Dredging of the Hay River thought to be vital to cost effective, reliable, and safe marine transportation, commercial fishing, and recreation programs, and for potential mitigation of future flooding of the community.
2. Reducing the wide range of growing community social issues including those tied to addictions and mental health.
3. Reducing the acknowledged funding gap to municipal governments which is critical to replacement of critical infrastructure and supporting economic health.

Interactive discussions with government leadership included the topics of climate change adaptation, housing improvements, land access, waste management, tourism, and federal funding.

The Town of Hay River maintained key representation on the NWTAC's board of directors through Mayor Jameson's election to the position of Vice President. At the closing banquet, Mayor Jameson gave thanks to the many communities and government departments that supported the 2022 flood response and recovery activities in Hay River.

The Federal government announced funding support for \$24 Million to support the NWTAC's wildfire protection project as well as several community infrastructure projects including the Hay River Métis Government's trades, cultural and traditional learning facility.



# REPORT TO COUNCIL

**DEPARTMENT: Administration**

**DATE: September 27, 2022**

**SUBJECT: Council Attendance at 2022 Northwest Territories Association of Communities Meeting.**

Hay River was the recipient of two awards presented at the AGM:

1. **Healthy Communities Award** – The Hay River Seniors Society was awarded the Healthy Communities Award in recognition of their integral support work provide to not only the Town's over 600 seniors but to the community as a whole. Recent program activity spearheaded by the Seniors included leadership, communication, and economic support to the community through the COVID pandemic, completing upgrades and enhancements to the senior's facility, introducing diverse seniors programming options, providing representation on the Hay River Wellness Council, and a partnership with the Town of Hay River in implementing the Food Cyclor organic waste diversion program.
2. **Energy Excellence Award** – The Town of Hay River was awarded the Energy Excellence Award in recognition of a schedule of work completed to advance energy efficiency and reduce greenhouse gases. Recent projects include the retrofit of the Don Stewart Aquatic Centre heating and lighting systems, initiation of a internationally recognized climate change awareness program with Polar Pond Hockey, Arctic Energy Alliance and other partners, planning and feasibility work for a net-zero Town Hall build, execution of a waste diversion program to process over 120,000 tires and 800 tons of steel at the municipal solid waste facility, execution of a feasibility study for a district biomass heating system, and a partnered implementation of the Food Cyclor system to divert approximately 10,000 kg of organic waste from the solid waste facility.

The Town of Hay River looks forward to hosting the 2023 NWTAC AGM and welcoming government leadership to our community!

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

N/A

## **FINANCIAL IMPLICATIONS:**

N/A





# REPORT TO COUNCIL

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**DEPARTMENT:** Administration

**DATE:** September 27, 2022

**SUBJECT:** Council Attendance at 2022 Northwest Territories Association of Communities Meeting.

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**Prepared by:**

Glenn Smith  
Senior Administrative Officer

**Reviewed by:**



## **Bylaw No. 2446**

### **8a) Sale of Vale Island Fire Hall Bylaw**

**BYLAW NO. 2446**

**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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

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**WHEREAS** pursuant to the Cities, Towns and Villages S.N.W.T., 2003, c.22, in force April 1, 2004, Section 54 (2) which states:

54. (2) A municipal corporation may only dispose of its real property if

- (a) Council has made a land administration bylaw and disposition is made in accordance with the land administration bylaw; or
- (b) The disposition is specifically authorized or approved by a bylaw.

**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. THAT the Municipal Corporation of the Town of Hay River is hereby authorized to dispose of a freehold interest in the following parcel of land:

Lot 1  
Block M  
PLAN 123  
HAY RIVER

in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories.

2. That this lot be first disposed of by auction and upon conclusion of the auction, that the lot be available for disposal to the Public by first come first serve basis.
3. That the minimum sale price of the lot is the sum of Two hundred Ten thousand dollars and No cents (\$210,000.00), as per appraisal value of the lot.
4. That the Mayor or Deputy Mayor and the Senior Administrative Officer of the said Town of Hay River are hereby authorized to execute the transfer of land conveying the said lot to the said purchaser.
5. This bylaw will take force and effect upon its final reading.

THIS BY-LAW READ a First Time this       day of       , 2022 A.D.

\_\_\_\_\_  
Mayor

**BYLAW NO. 2446**

**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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THIS BY-LAW READ a Second Time this       day of       , 2022 A.D.

\_\_\_\_\_  
Mayor

THIS BY-LAW READ a Third and Final Time this       day of       , 2022 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       , 2022.

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

**BYLAW NO. 2446**

**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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