



AGENDA

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. Public Works Monthly Report for September – page 2-6
- b. Recreation Monthly Report for September – page 7-15
- c. Emergency Services Monthly Report for September – page 16-20
- d. Municipal Enforcement Monthly Report for September – page 21-23
- e. Tourism Monthly Report for September – page 24-28
- f. Letter of Support for PA School – page 29-32
- g. Excused Absence – page 33
- h. Council Vacancy – page 34-36

7. NOTICE OF MOTIONS

8. BYLAW

- a. Bylaw 2446 – Sale of Vale Island Fire Hall Bylaw – First and Second Reading – page 37-39
- b. Bylaw 2447 – Franchise Approval Bylaw – First Reading – page 40-56

9. IN CAMERA

- a. **Matters under Consideration** - pursuant to Cities, Towns & Villages Act, S.N.W.T. 2003 c. 22, Section 23. (3), (e)
 - Long Term Health Care Facility
 - Highrise Development
 - Electrical Franchise

10. ADJOURNMENT



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: OCTOBER 11TH, 2022

SUBJECT: PUBLIC WORKS MONTHLY REPORT FOR SEPTEMBER 2022

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Public Works Monthly Report for September 2022.

BACKGROUND:

Capital Projects 2022:

A list of 2022 Capital Projects along with a brief update of the status of these projects is included in the chart below.

| 2022 Capital Projects | |
|--|--|
| Project | Update |
| New Town Hall | Discussions have occurred with Town's engineering partner on preliminary building designs to support funding applications. Administration investigating funding opportunities. |
| Old Town Hall Demolition | Deferred to 2023. |
| New Lift Station #4 | Deficiency list completed and items being actioned. |
| Fraser Place Development | Water, sewer, and storm main completed. Services and earthworks ongoing. |
| Caribou Crescent Water Sewer and Drainage | Landscaping and laying of sod completed, minor deficiencies to be addressed. |
| Beaver Crescent Water, Sewer, and Drainage | Base prep completed, paving to start October 11 th |
| Riverview Drive Upgrade | Base prep completed, paving to start Oct 5 th |
| Waste Diversion Project - Tire Shredding | Tire shredding started August 26 th . Reviewing potential areas for tire derived aggregate including berm and slope stabilization at the Lagoon and Sludge pit areas. Project 80% complete as of September 30 th |
| Hazardous Waste Removal Project | MACA led project. RFP for work closed July 4, 2022. RFP under MACA review. |



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: OCTOBER 11TH, 2022

SUBJECT: PUBLIC WORKS MONTHLY REPORT FOR SEPTEMBER 2022

| | |
|--|---|
| Capital Drive Watermain | Concrete curb and gutter completed, remaining sidewalk to be complete in early October with asphalt placement starting mid October. |
| Paradise Road | Completed. Seeding and vegetation of area between the road and riverbank to be addressed next spring, NWTEL expected to have fibre completed this fall for phone/internet service. |
| Sewer line Re lining | Completed, areas include the Ravine from Old Hospital to Lift Station #1 as well as 2 highway/rail crossings |
| Industrial Drive | Watermain. Hydrants and service connection completed. Bacterial and pressure test to be completed first week in October. Drainage work to start on October 14 th . |
| Water Treatment Plant Feasibility Study and Preliminary Design | The WTP feasibility study status: the technology review is complete, and the feasibility study is near completion. Next step is preliminary design with geo technical investigations. |
| Asphalt Patching Program | Town staff have taken on saw cutting and base prep, with patching to start mid October |

Solid Waste Facility Operations:

Landfill daily operations taken over by the Town, adjustments to operating hours with the facility open 6 days a week and closed on statutory holidays. Mon-Friday 10am-6pm and Sundays 12pm -5pm. New Landfill sign installed.

Water License Activities:

Regular monitoring programs continue as per the requirements of the Town's water license. Testing work was performed as required and Town staff have now taken a portion of this work in-house to reduce costs and increase efficiency.

Water license reporting requirements for 2021 are near completion. Reviewed and accepted documents submitted by the Town includes the annual report, the post fire monitoring report, WTP O&M plan, SWDF O&M plan, SDF O&M Plan, hydrocarbon contaminated soil treatment facility O&M plan, and ground water monitoring plan. Ongoing weekly, monthly, and quarterly sampling continues for 2022 reporting.

Fall Inspection completed September 14th, currently reviewing comments.



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: OCTOBER 11TH, 2022

SUBJECT: PUBLIC WORKS MONTHLY REPORT FOR SEPTEMBER 2022

Public Works Daily Operations and Completed Work Orders **Water and Sewer:**

- Sampling and daily water reporting ongoing
- Daily inspections of Lift Stations, Water Treatment Plant and Reservoir-ongoing
- Water Meter reads completed
- Lift Station #4 staff orientation ongoing
- Old Town water main repairs completed; bacterial testing has passed transfer residents of Lakeshore Dr. in mid-October-ongoing
- Old Town truck fill holding tank failed bacterial test, due to the age of this facility pre 1970 the Town is looking at options for a above ground tank within the structure.
- hydrant maintenance- noted several hydrants have wrong fittings for Fire Department connections. These fittings to be changed out. -ongoing
- hydrant repair on Veteran Rd. -completed
- winterize hydrants-completed
- sewer flushing Stewart Dr-completed
- raise valves, Gaetz Dr, Studney Dr.-completed
- assist sewer lining project with hydro vac-completed

Roads & Ditches

- road watering and grading when required-ongoing
- ditch brushing and clearing-ongoing
- Lagoon berm and road work ongoing
- Lagoon offtake beaver dam removal-complete and monitor. Proposed winter work to access wetland and inspect berms.



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: OCTOBER 11TH, 2022

SUBJECT: PUBLIC WORKS MONTHLY REPORT FOR SEPTEMBER 2022

-repair and replace damaged signs-ongoing

-clean out culvert ends on Vale Island to support Surveyed Drainage Plan, West Channel remaining. -ongoing

-sawcut and remove asphalt for patching program -ongoing

Equipment Maintenance

-rubber tire backhoe hydraulic line repairs-completed

-service and winterize street sweeper -completed

-hydro vac ignition and exhaust repairs-completed

-service Zamboni's-completed

Building and Ground Maintenance

-cemetery grave filling and landscaping-completed

-funeral/burial set ups-ongoing

-multiple areas of brush, tree clearing, sidewalk cleaning-ongoing

-graffiti removal, lift station #1 and misc. trails-ongoing

-fire extinguisher inspections-ongoing

-schedule servicing of all HVAC Systems-ongoing

Misc. flood related work

-inspect and clean out storm outlets

-clear areas around flood valves on Riverview, design extension arm for future use

-2nd pump installed at Lift Station #1, electrical connections and pump configuration to be completed ASAP.

-HVAC Systems at Lift Station #1 scheduled for start up.



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: OCTOBER 11TH, 2022

SUBJECT: PUBLIC WORKS MONTHLY REPORT FOR SEPTEMBER 2022

COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

- Mackenzie Valley Land and Water Board Town of Hay River License #MV2009L3-0005
- Bylaw 1812 Zoning and Building Bylaw

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

N/A

Prepared by:
Earle Dumas
Acting Director of Public Works
October 11th, 2022

Reviewed by:



REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES **DATE:** October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report entitled "Recreation and Community Services Monthly Report" for September 2022 as presented.

BACKGROUND:

Recreational Programming

Youth Programming

After School Club

After School Club returned for the month of September and the program will continue through the school year. After School Club was 95% full in September with 10 spots available Monday to Thursday and 20 spots available for the half-day Friday program.

Bi-weekly art sessions are being explored to After School Club participants as well as a partnership with the Hay River Public Library to offer story times and craft sessions for participants.

Preseason Hockey Training Program

The Department of Recreation partnered with volunteer coaches from the Hay River Minor Hockey Association to offer a Preseason Hockey Training Program. This program ran twice a week for the month of September with 35 participants registered, ranging from 8 to 18 years old.

Fitness Programming

Regular fitness programming resumed at the beginning of the month. Vinyasa Yoga and Seniors Chair Yoga returned and are being led by a contracted yoga instructor. The Recreation Programming Supervisor is leading classes as well, with the remainder of the fitness schedule being rounded out by virtual programming. Fitness class attendance was low at the beginning of the month but has increased throughout September. Spin is still the most popular and highest attended class.

Canfit Pro Fitness Instructor and Schwinn Spin Instructor Training

The Recreation Programming Supervisor was able to obtain Professional Development Funding from the Mackenzie Recreation Association and was able to offer community members the opportunity to register for the Canfit Pro Fitness Instructor and/or Schwinn Spin Instructor



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SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

Training course at a reduced rate, with the goal of contracting additional fitness instructors and diversifying fitness programming. One participant has completed the Schwinn Spin Instructor course and is set to begin teaching spin classes in October. Two other participants are currently working through the Canfit Pro Fitness Instructor course.

Community Programming

Multi-Sport Program

Multi-Sport Drop-In, including supervised after school Multi-Sport, ran throughout the month of September, until preparations for the upcoming ice season began. Attendance was low for all Multi-Sport Drop-In programs.

Make the Connection

Make the Connection was held on the evening of September 8th. It was well attended, with 16 community groups setting up information tables at the event and many community members in attendance.

Terry Fox Run

The Town of Hay River Department of Recreation partnered with a community volunteer to organize this year's Terry Fox Run. Due to the availability of the volunteer coordinator, the Terry Fox Run was organized on a smaller scale, with plans to expand the run next year. Approximately 20 participants attended the run, which was also sponsored by local businesses.

Used Equipment Sale & Swap

The Town of Hay River Department of Recreation organized an equipment sale & swap for various sports user groups to participate in. Attendance was lower than anticipated for this event, likely due to the school soccer tournament that took place in Hay River over the same weekend.

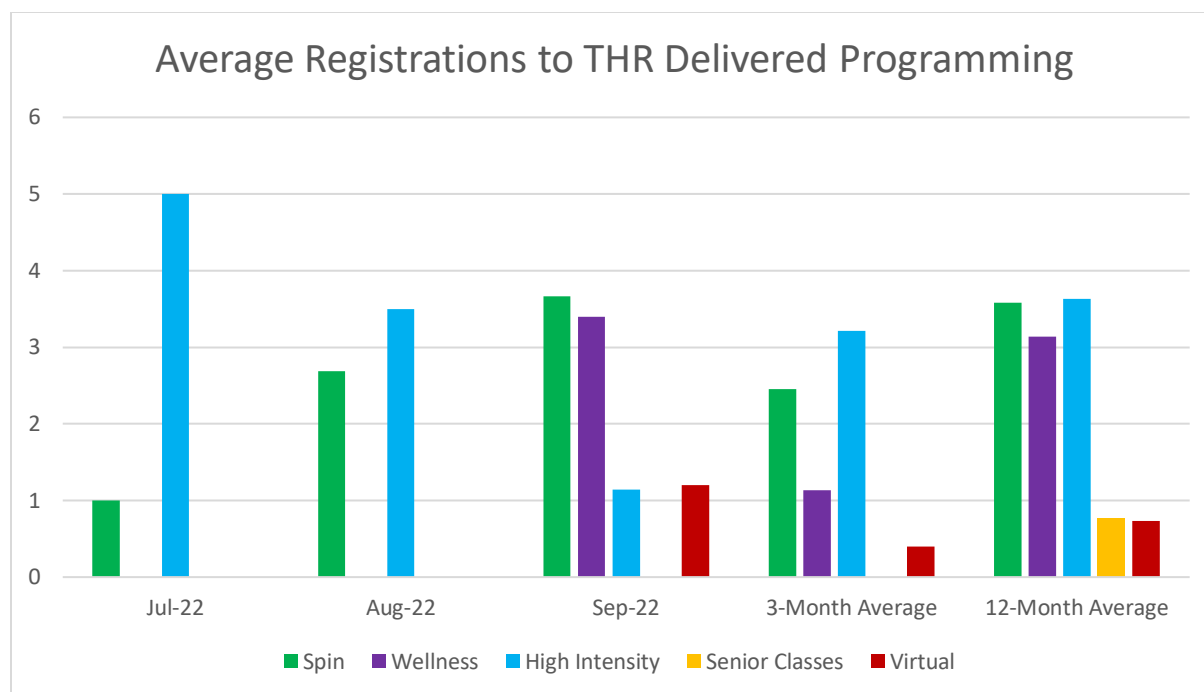
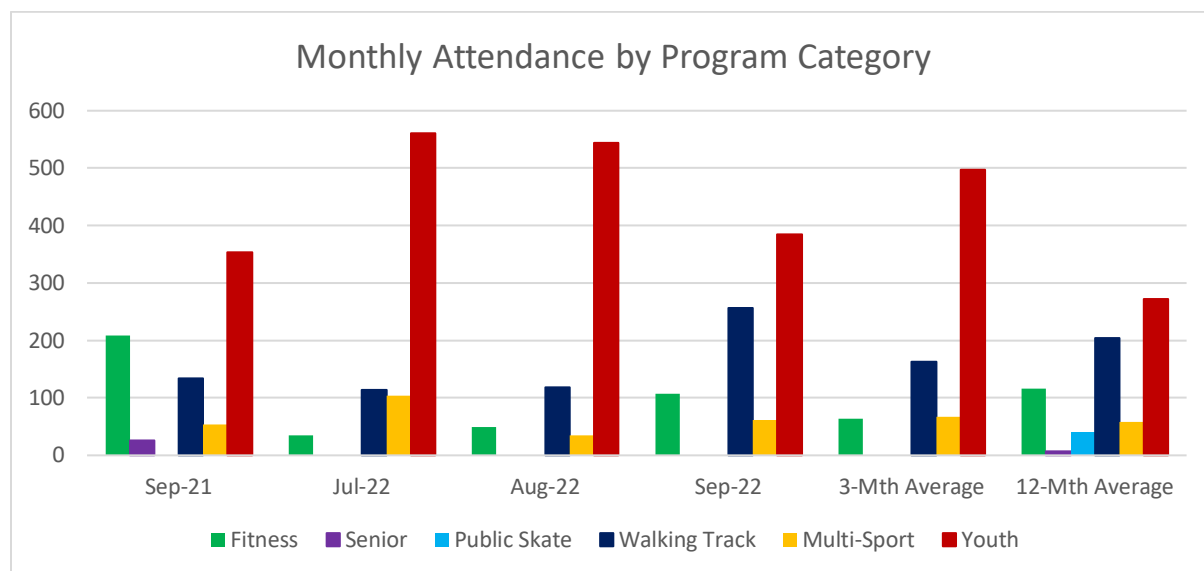


REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES **DATE:** October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

Recreation Programming Statistics





REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES **DATE:** October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

Aquatics

General

The Don Stewart Aquatic Centre was closed for the majority of September for the annual maintenance shutdown. During this time the chlorine gas system used to disinfect the water was replaced with a safer and more efficient solid chlorine puck system. The pool was reopened on September 28th.

Upon reopening it was discovered that the hot tub filter was not functioning properly, and filter sand was getting into the basin. The filter has been repaired and the hot tub is expected to be operational within the next week.

Staffing

A full swim schedule has been achieved however staffing continues to be a concern. The Department's Senior Lifeguard 1 and Senior Lifeguard 2 full-time permanent positions are filled, but there are vacancies in Lifeguard (non-instructor) positions. These vacancies are due to casual lifeguards pursuing post secondary studies.

An interview was recently done with a new candidate with previous experience who is interested in a full-time permanent position.

The Aquatics Supervisor will also build capacity internally by providing Lifeguard and certification for Junior Lifeguards that are currently on staff. Junior Lifeguard certification courses are also underway for 4 local youths who are interested in joining the Aquatics team. The Department expects to have a full staffing roster by mid-November.

Attendance

Attendance has been low in general since reopening, though there have been busier swims on the weekends. The early morning lane swim has also seen attendance double from 3-4 swimmers to 7-8 on a consistent basis. Reduced swimmer numbers are typical in September, given that local summer camp wrap up their programming and youth return to school.

Swimming Lessons

Swimming Lessons are not currently being offered. The Department's Senior Lifeguard 1 and Senior Lifeguard 2 are certified swim instructors, but they require additional deck supervision



REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES **DATE:** October 17th, 2022

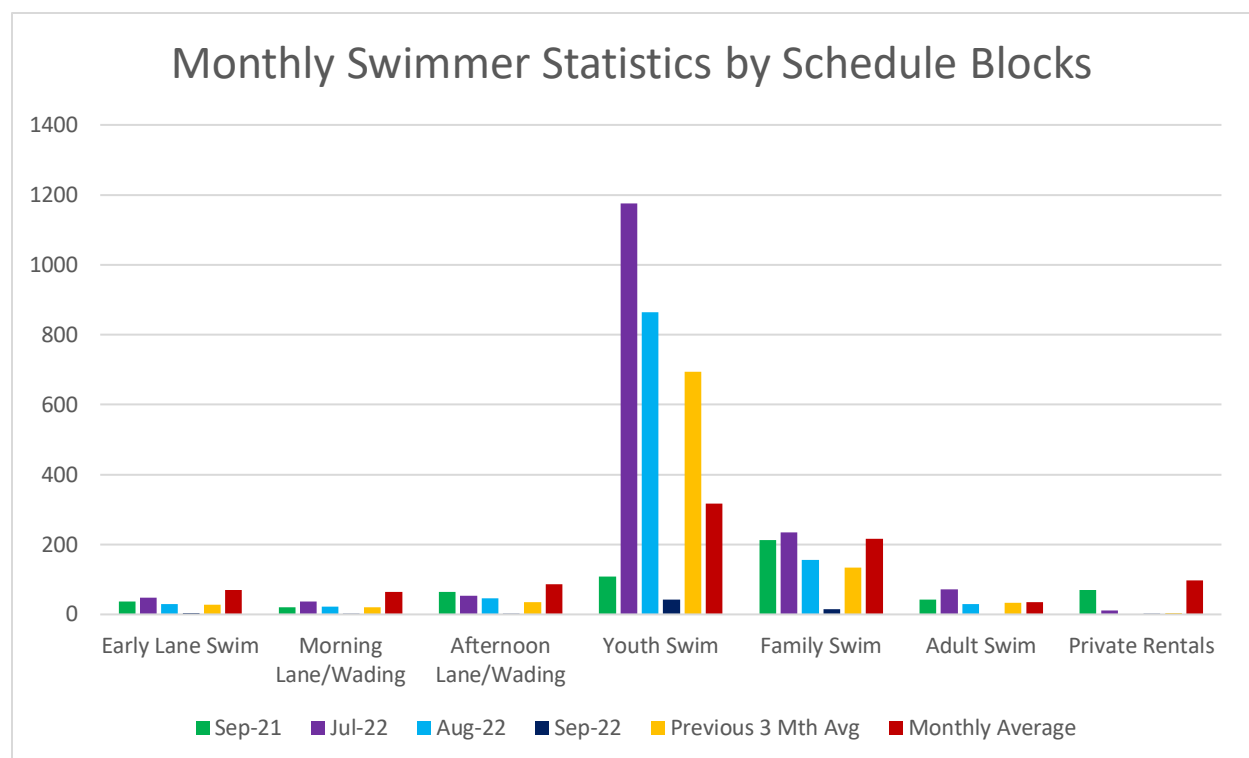
SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

support to deliver lessons. The Aquatics team are discussing alternative scheduling options that would allow for weekly lessons with current staffing levels.

Courses & Training

Steps are being taken to bolster staffing levels. Standard First Aid and Bronze Medallion courses were offered in August, with a Bronze Cross course scheduled for Oct 21-23. Four local youths are participating in all 3 courses, and they have expressed interest in joining the Aquatics team. National Lifeguard (NL) and Instructor courses will also be scheduled in November and December respectively.

Don Stewart Aquatic Centre Statistics

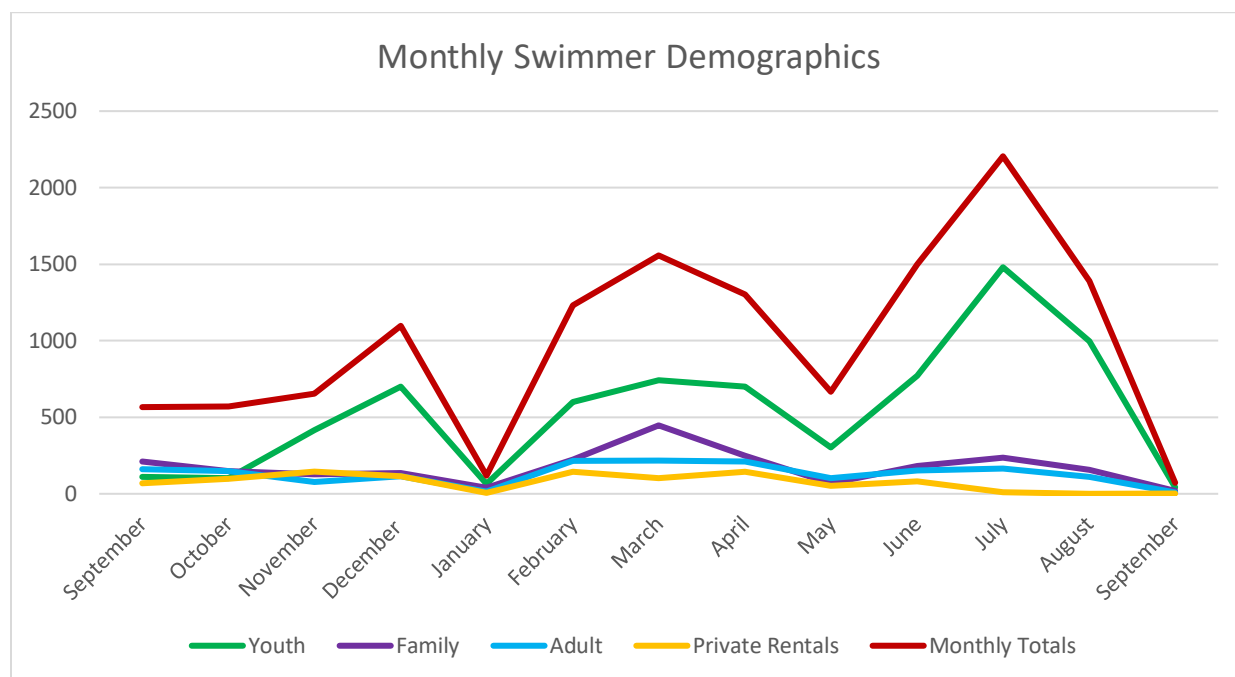




REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT



Facilities and Maintenance

Recreation and Aquatic Centre:

Don Stewart Aquatic Centre annual shutdown:

- Annual checks and maintenance of water circulation and filtration systems
- Alberta contractor installed new chlorination system for pool and hot tub
- Alberta contractor installed new flow meters for pool and hot tub
- Main lobby floors were waxed by janitorial contractor

Aurora Ford Arena and Hay River Curling Club ice preparation:

- Annual maintenance and preparation of ice resurfacer by Public Works mechanic
- Seasonal maintenance and start up of the ice plant by CIMCO Refrigeration
- Ice surfaces were cleared of multi sport equipment and floors were cleaned
- Skating arena ice build by Department Maintenance staff (10 days)
- Complications with ice resurfacer delayed ice preparations and start of season
- Clean up and organize around building for ice season

Other Community Centre Maintenance Items:



REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES **DATE:** October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

- Repair of hot water heater in arena mechanical room
- Safety inspection of building with Director of Protective Services
- Ordered parts and repaired floor scrubber
- janitorial contract ongoing with positive feedback from contractor and TOHR staff
- Ongoing building inspections, preventative maintenance, etc.
- Monthly fire extinguisher and safety checks
- Maintenance and adjustments to HVAC systems as per weather conditions.

Parks and Greenspaces:

- Flowers and flags picked up and put away for season
- Final mowing of season at all green spaces
- Garbage containers emptied weekly in downtown core and at greenspaces and trails.
- Regular litter pickup and weekly checks of Town sites and assets in the downtown core.
- Regular safety inspections and clean up of playgrounds and greenspaces.
- Further seasonal shutdown and winterization to be completed in October:
 - Winterization of Fishermen's Wharf Pavilion
 - Installation of temporary walls at Fishermen's Wharf Pavilion
 - Removal of porta potties at greenspace and sports fields
 - Removal of docks at Porritt Landing Marina

Outdoor sport fields and assets:

- Winterized Keith Broadhead Park ball diamonds
- Painting of bleachers at ball ball diamonds
- Painting of railings at skatepark

Department of Recreation Capital and Construction Projects

Bob McMeekin Park:

- Haul, place and compact approximately 300 m³ of common fill (from ice crossing) for sliding hill enhancement.
- Earthworks to construct a new parking area and expand existing parking area. Work to include excavation of organics, install geotextile, haul, place, and compact granular fill.
- Earthworks to prepare subgrade for cast-in-place concrete seating area.
- Install cast-in-place concrete seating as per site plan. Includes forms, rebar, placing and finishing concrete.
- Installation of an open-air performance shelter. Work includes installation of screw piles, assembly, and installation of structure.



REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

- Installation of screw piles for new welcome monument.

Hoffman Way:

- Ditch grading to ensure positive drainage to existing culverts over length of road.
- Scarify all chip seal and reconfigure the road from a crown slope to a cross-fall slope.
- Sub-cut soft spots and install geotextile and re-establish surfacing material.
- Removal of the guardrail, placement of jersey barriers.
- Final grading and compaction of the road utilizing additional 20mm minus if necessary to achieve final grade.

Recreation Assets Flood Recovery and Remediation:

Ski Club Trails Remediation

- Major tree removal, brushing and cleanup of final 500m at exit of Ric Green Trail.
- Perform a one-time mechanical brushing and mulching of remaining trails on west side of river.
- Repair slope of access path that leads from golf course hole 6 to river crossing for ski club Solitude Trail – see attached for map.

Rotary Trail cleanup and repairs

- Installation of replacement interpretive sign (supplied by THR) at base of hill near DJSS parking lot.
- Install 1 pedestal table and 1 park bench as per manufacturer's instructions– see appendix B for specifications of furnishings.
- Removal of trees that are encroaching on trail and/or affecting lighting.

Irma Miron trail

- Undertake approx. 150m of ditch grading and replace existing culverts.
- Machine and/or hand work to repair shoulders of trail as required.
- Prepare asphalt and crack seal asphalt.
- Removal of trees that are encroaching on trail and/or affecting lighting.
- Removal of deadfall within the view of the public using the trail.

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

FINANCIAL IMPLICATIONS:

N/A



REPORT TO COUNCIL

DEPARTMENT: RECREATION & COMMUNITY SERVICES **DATE:** October 17th, 2022

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

| |
|---|
| ALTERNATIVES TO RECOMMENDATIONS: |
|---|

N/A

| |
|---------------------|
| ATTACHMENTS: |
|---------------------|

Prepared by:

Stephane Millette

Director Recreation and Community Services

Date: July 8th, 2022

Reviewed by:

Glenn Smith

Senior Administrative Officer

Date: July 8th, 2022



REPORT TO COUNCIL

DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT

RECOMMENDATION:

That the Council of the Town of Hay River approves the Emergency Services Activity Report for September 2022 as presented.

BACKGROUND:

Summary:

| Monthly Stat Summary | |
|----------------------|----|
| EMS Calls | 50 |
| False Alarms | 6 |
| Fires | 3 |
| Rescue | 0 |

In September, the fire department hosted a recruitment night where we invited members of the public to come and receive a presentation on the department. The presentation covered a brief history of the department, what the department currently provides for service, how many calls the HRFD currently responds to, what the expectations are for members and what are the benefits of joining the HRFD. As a result, we have successfully recruited 2 new members from the event to date and are hoping for a few more in the next month.

The department has been planning and pushing out advertising for fire prevention week. We had a fire safety message along with the promotion of the current firefighters submitted to northern news services for printing in the Hub newspaper. We had a poster shared on Facebook for the department's open house night on October 13th. We also arranged to do a fire safety presentation at both Harry Camsell and Princes Alexandra schools on October 14th.

The Director has been working with a consultant to do an in-depth gap analysis on the town of Hay River's health and safety program. We had the consultant review all related safety manuals and documentation for relevance to the THR operations. We also conducted site inspections on the Town building and set up interviews with employees from all departments. We expect to have a completed Gap Analysis Report in October that will identify the findings and recommendations for the THR safety program.

The Director has been working with the College of the Rockies to provide a 1002 pump operations/Apparatus driver course on October 6th to 9th. This is a 4 full day course that we will be looking to maximize the attendance of experienced members do to the highly technical nature of the course and it is more of a senior firefighter role on the fire ground.



REPORT TO COUNCIL

DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

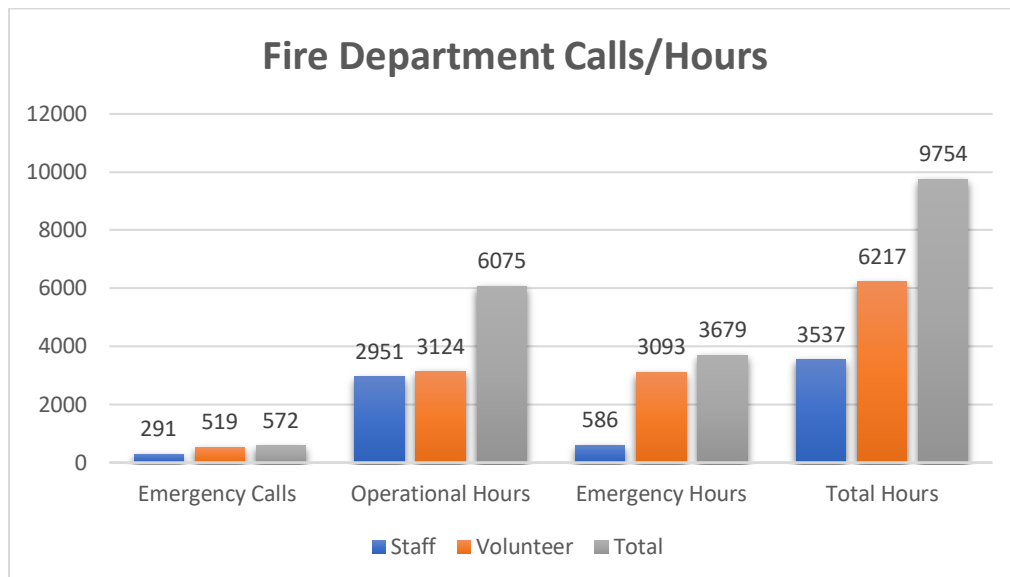
SUBJECT: EMERGENCY SERVICES MONTHLY REPORT

In the month of September, the department has trained on Search and Rescue skills and tactics, Rapid Intervention Team operations, and both search and rescue and Firefighter down scenarios at the burn tower.

Medic 2 had the electric cot software updated and electronic parameters were updated for optimum usage to ensure patient care safety and comfort were at maximum capability. The cot mat was also modified to allow for a smoother and faster transition from medivac transfer service to emergency calls.

EMO equipment has been ordered and awaiting its arrival so that it can be set up and prepared for use prior to winter conditions setting in. The Fire Officer Training course date has been set for mid-October to start to further advance safety and operating skills.

STATISTICS



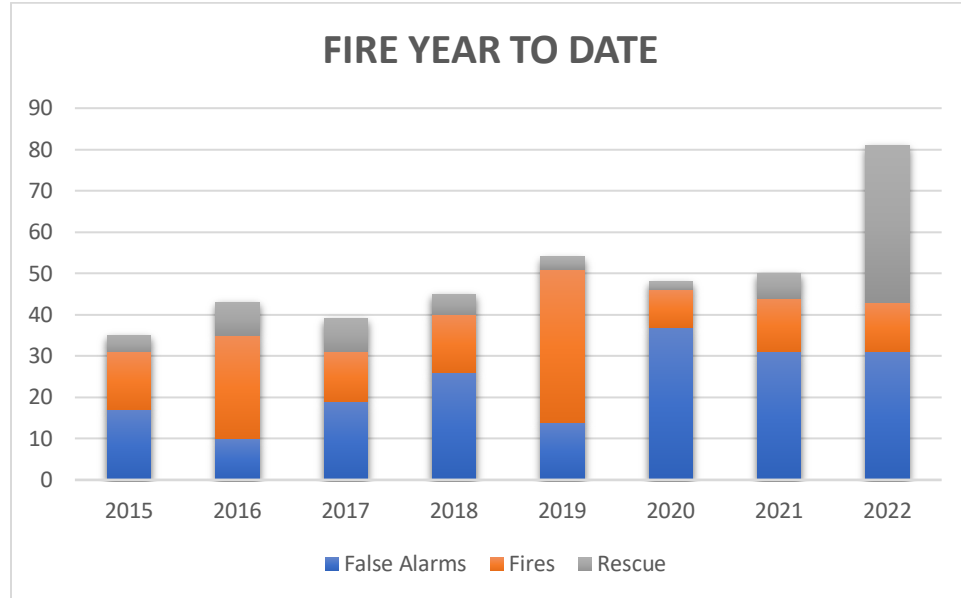
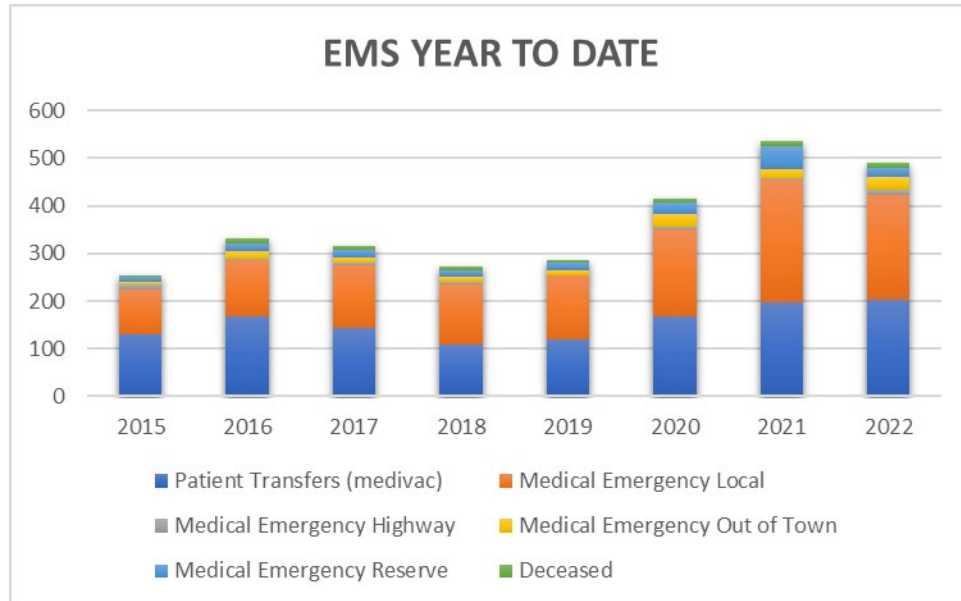


REPORT TO COUNCIL

DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT





REPORT TO COUNCIL

DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT



MAINTENANCE

1. All daily/weekly/monthly maintenance activities were completed.

COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Fire Prevention Bylaw

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

N/A



REPORT TO COUNCIL

DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT

Prepared by:

Travis Wright
Director Protective Services/Fire Chief
Date: October 13th, 2022

Reviewed By:

Glenn Smith
Senior Administrative Officer
Date: October 13th, 2022

REPORT TO COUNCIL



DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: MUNICIPAL ENFORCEMENT REPORT

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Municipal Enforcement Report for September 2022 as presented.

BACKGROUND:

| Monthly Stat Summary | |
|-----------------------|-----------|
| Animal Control | 21 |
| Traffic | 15 |
| Unsightly | 3 |
| Noise | 4 |

With warm weather still present, animal activity is still at a higher point. Patrol times were altered and will continue to provide some coverage during the evenings or weekends to address and curb problematic areas. Residents have been encouraged to report as soon as possible to help catch loose or aggressive animals.

Owners of boats, vehicles, campers, and other items parked in violation of traffic bylaws, continue to be addressed in an effort to clean up streets and other Town-owned areas before winter weather starts and makes those tasks difficult. Most owners have been compliant, which will help make areas more accessible and road snow removal over the winter less hazardous.

With the high amount of Construction and Repairs going on in the community, a few complaints have been made, and inquiries into regulations and bylaws have been made. Individuals and Companies were addressed to stop and prevent further issues in the future.

Unsightly property owners continue to be engaged to help encourage them to deal with their properties and to continue to make headway on cleaning up unsightly and derelict properties.

The Protective Services Specialist continues to monitor and patrol the school zones during peak times to ensure motorists are compliant with regulations to ensure the safety of school zones. A publication online has been made promoting safe habits for vehicles and pedestrians. There has been an increase in slower speeds and an increase in crosswalk use.

REPORT TO COUNCIL



DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: MUNICIPAL ENFORCEMENT REPORT

| OFFENCE | INQUIRY | INVESTIGATED (NO SUBSTANTIATION) | WARNINGS (VERBAL, LETTER OR VISUAL) | FINES / ENFORCEMENT | OTHER ACTION |
|---|------------|----------------------------------|-------------------------------------|---------------------|--------------|
| Animal Control Bylaw | | | | | |
| Animal Abuse/Welfare | 17 | 8 | 4 | 2 | 3 |
| Barking Dogs | 22 | 9 | 4 | 5 | 4 |
| Dog Attack | 4 | 1 | 2 | 1 | 0 |
| Dog Bites | 3 | 0 | 0 | 0 | 3 |
| Loose Cat/Dog | 60 | 10 | 16 | 5 | 28 |
| Sled Dog Complaints | 0 | 0 | 0 | 0 | 0 |
| Miscellaneous | 19 | 3 | 4 | 2 | 9 |
| Business License | | | | | |
| No Business License | 35 | 0 | 13 | 5 | 17 |
| Operating business not as permitted | 1 | 0 | 0 | 0 | 1 |
| Traffic Bylaw | | | | | |
| Vehicle/Trailer Parking | 65 | 6 | 20 | 32 | 7 |
| ATV/Snow Machine | 14 | 5 | 5 | 3 | 1 |
| Fail to Stop (Sign or Light) | 3 | 0 | 2 | 0 | 1 |
| Distracted Driving | 2 | 0 | 0 | 2 | 0 |
| No Seat Belt | 1 | 0 | 0 | 0 | 1 |
| Fail to carry-No Insurance/Registration | 4 | 0 | 3 | 1 | 0 |
| Speeding | 34 | 2 | 26 | 1 | 5 |
| Speeding (School/Construct/Industrial) | 1 | 0 | 1 | 0 | 0 |
| Suspected Impaired Driver | 1 | 1 | 0 | 0 | 0 |
| Miscellaneous | 2 | 0 | 0 | 1 | 1 |
| Unsanitary Bylaw | | | | | |
| Overgrown Trees | 1 | 0 | 0 | 0 | 1 |
| Long Grass & Weeds | 27 | 1 | 13 | 13 | 0 |
| Garbage | 5 | 1 | 2 | 0 | 2 |
| Miscellaneous | 8 | 1 | 0 | 2 | 5 |
| Taxi Bylaw | | | | | |
| Taxi Not Available | 1 | 1 | 0 | 0 | 0 |
| No Brokerage/ Business Licence | 2 | 0 | 1 | 0 | 1 |
| Fail to carry/No Taxi/Chauffer Permit | 7 | 0 | 5 | 2 | 0 |
| Noise Abatement Bylaw | | | | | |
| Noise Complaint | 16 | 5 | 6 | 2 | 3 |
| Fire Prevention Bylaw | | | | | |
| Burning without permit | 0 | 0 | 0 | 0 | 0 |
| Miscellaneous | 4 | 0 | 0 | 0 | 4 |
| Unsafe/Hazardous Behaviour | | | | | |
| Miscellaneous | 6 | 1 | 1 | 1 | 4 |
| Intoxicated- Unable to care for self | 9 | 0 | 0 | 0 | 9 |
| Public Disturbance | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 386 | 48 | 127 | 80 | 96 |

REPORT TO COUNCIL



DEPARTMENT: PROTECTIVE SERVICES

DATE: October 17th, 2022

SUBJECT: MUNICIPAL ENFORCEMENT REPORT

COUNCIL POLICY / STRATEGY OR GOAL:

Strategy:

Goal:

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

All applicable Bylaws and Territorial Legislation

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

N/A

Prepared by:

Jonathan Wallington
Protective Services Specialist
Date: October 13th, 2022

Reviewed By:

Travis Wright
Director, Protective Services
Date: October 13th, 2022



REPORT TO COUNCIL

DATE: Oct 11, 2022

DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Tourism and Economic Development Report for the month of September.

BACKGROUND:

Tourism & Economic Development Activity:

- The Visitor Information Centre's potable water service has been winterized and shutoff for the winter season. The VIC has shifted to winter hours of Monday to Friday 8:30 to 5:00.
- The Fisherman's Wharf Last day of operation was Sept 24, 2022.
- The Hay River Tourism Photo Contest had 91 entries and was judged by an expert panel of professional photographers. The photos will be leveraged for the new tourism website and possibly merchandise in the future.
- Negotiations with the Northern News Services have allowed Hay River Tourism to be able to produce 7,500 copies of the 2023 Hay River Visitor Guide which will be distributed to other visitor centres in the north and adjoining provinces.
- Tourism is continuing to confirm grant funding opportunities for the 2023 budget to progress a number of projects including the Aurora Max Project which will elevate the profile and tourism opportunities in Hay River.
- Work is progressing on the Wayfinding Plan and Tourism website with our consultants that should produce results in the next few months.
- The Canada Day Funding application has been submitted for the 2023 festivities.
 - The 2022 Northwest Territories Tourism AGM & Conference – Is taking place in Hay River on Oct 25-27, 2022. The booking process and detailed planning have been finalized for this project. Hay River Tourism has provided a number of opportunities for the delegates to see local vendors and artisans...

Upcoming Events/Contests:

1. **Shoot to Score Hockey Oct 13-15, 2022** – Aurora Ford Arena
2. **Murder on the Lake- Murder Mystery Dinner & Dance Saturday Jan 28, 2023 - 7:00pm - 2:00am.** Any profits from the door and bar will be split between the Lights on Program and the Town of Hay River



REPORT TO COUNCIL

DATE: Oct 11, 2022

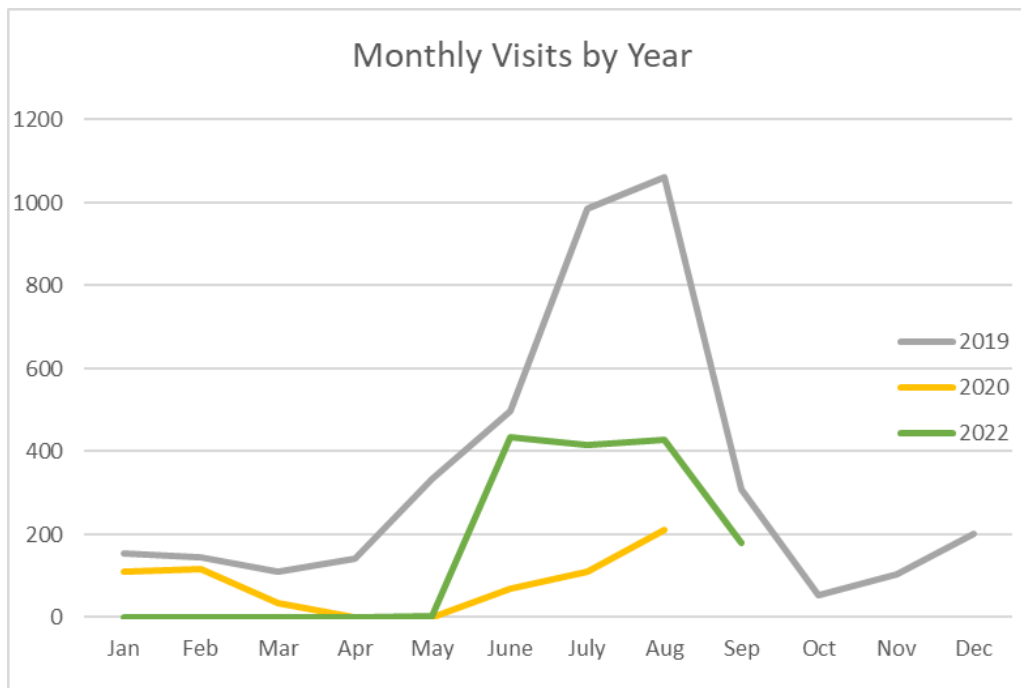
DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

Key Performance Indicators:

Visitor Information Centre Visitation

There is a gap in the data from September 2020 to June of 2022.





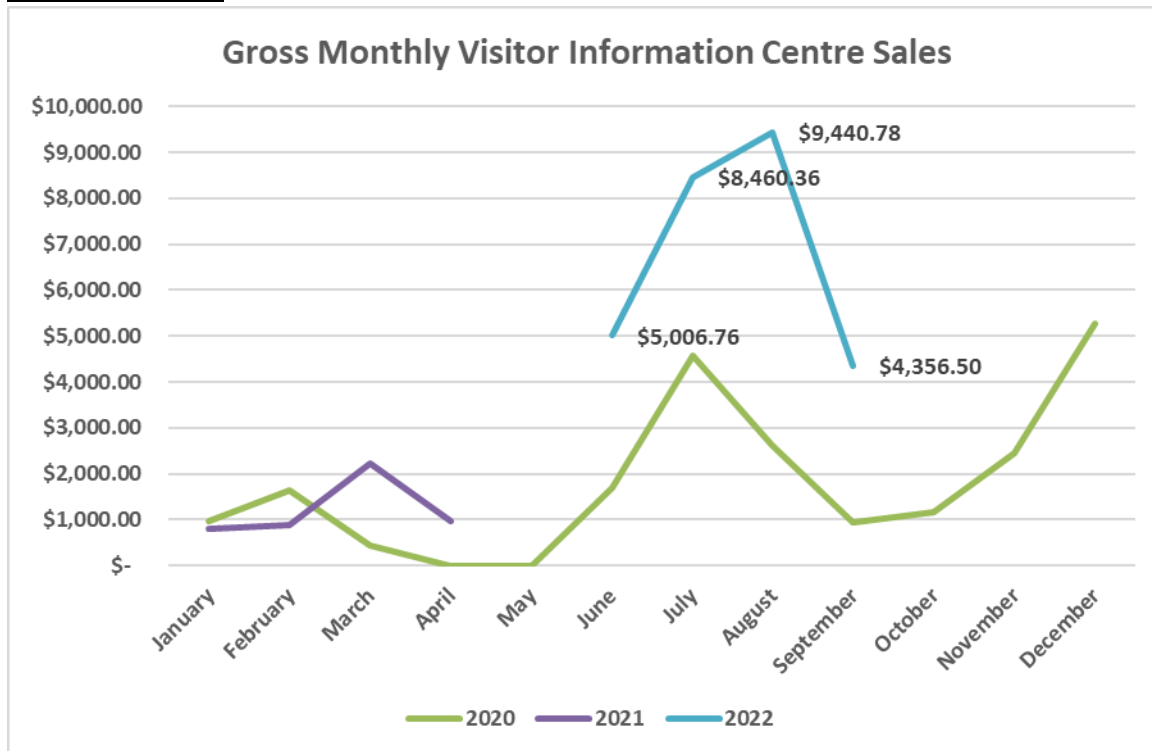
REPORT TO COUNCIL

DATE: Oct 11, 2022

DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

Gift Shop Sales



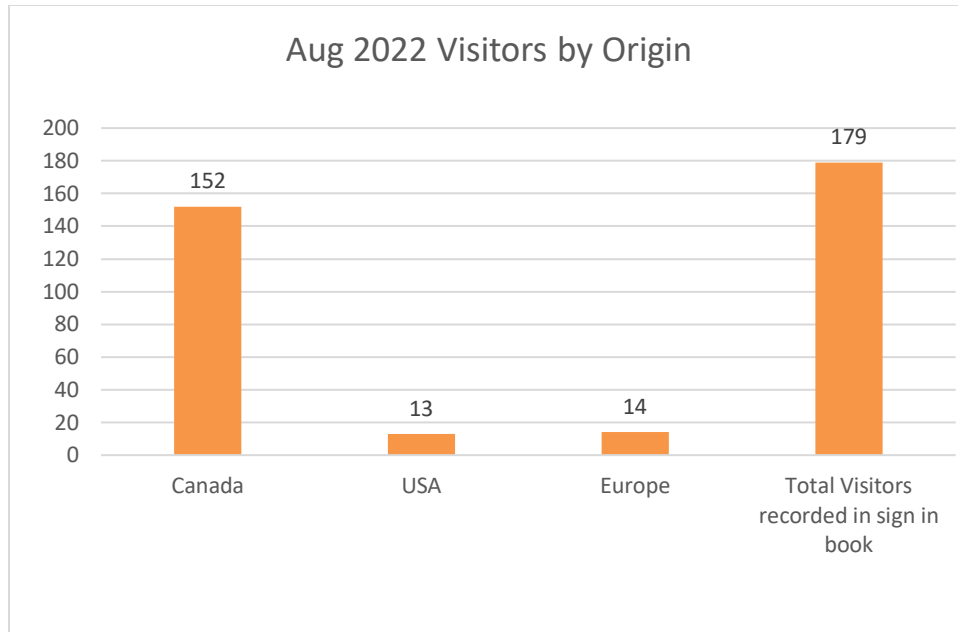


REPORT TO COUNCIL

DATE: Oct 11, 2022

DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT



COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

0



REPORT TO COUNCIL

DATE: Oct 11, 2022

DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

Prepared by:

Jill Morse
Tourism Coordinator
Date: Oct 12, 2022

ASAO Town of Hay River

Reviewed by:

Patrick Bergen

Date: Oct 12, 2022



REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: October 17th, 2020

SUBJECT: LETTER OF SUPPORT FOR PA SCHOOL EXTRA-CURRICULAR ACTIVITIES

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs Administration to draft a letter supporting PA Schools Extra Curricular Activities funding application to the Mackenzie Recreation Association to offer recreational activities and skill development for local youth.

BACKGROUND:

See attachment for the background information supporting this letter of support.

COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

Letter of Support Form
MRA Funding Application Form

Prepared by:
Stacey Barnes
Council Administrator
October 14, 2022

Reviewed by:
Glenn Smith
Senior Administrative Officer
October 14, 2022



Town of Hay River Letter of Support

Name of Group or Persons: Princess Alexandra School

Funding Program Name: PA Extra-Curricular Activities - Cross-Country Running

Amount of Funding being applied for: \$2,310.00

Due Date of Application: N/A

Brief Background of organization and funding program:

Our school aims to help students learn from athletic opportunities and experiences. It has been a very active extracurricular start to our school year with little time to fundraise. We hosted the Aurora Ford Outdoor Soccer Tournament and prepared for the NWT Cross-Country Running Championships in Fort Providence.

A high number of students displayed an interest in cross-country running, and transportation was difficult to find after the pandemic - especially with one of our school buses out of service. We chartered a bus from High Level and charged a fee (\$30) to help with the expenses. We submitted a Mackenzie Recreation Association (MRA) funding application in search of support for our transportation costs.

After a successful event in Fort Providence, our parent action committee (PAC) came through and approved the support of our program. However, we hope to receive funding from the MRA and rely on our PAC for events that are ineligible for assistance from the MRA. We plan to take our teams to Yellowknife for Cager Basketball and Super Soccer, respectively. We will have a higher chance of achieving our upcoming goals if we receive support from the MRA.

Our application initially indicated an "MRA Funding Request" of \$3,600.00. However, the parental contribution amounted to \$1,290.00. We are now seeking support for \$2,310.00. An edited MRA funding application is attached to reflect this revision.

Mahsi cho for your time and for considering our application.

Signature of Applicant:  Date: October 13, 2022



Funding Application Form

Mackenzie Recreation Association | jessica@mrnwt.ca | 867-444-5377

Name

First

Last

Community**Phone****Email****Funding Request Type**

☒ Recreation Initiative ☐ Professional Development ☐ Signature Event ☐ COVID-19 Support

Application Type

☒ Community ☐ Individual ☐ Joint with another community

NOTE: individual applications must be endorsed by community government, recreation department, or organization.

EVENT INFORMATION

Event / Program Name**Event / Program Location****Date****Event Description (sport/activity, age range, competitive/recreation, etc.)**

Cross-country running, under 6 – 18+ years old, competitive and recreation (running, walking, combination of running and walking – athletes participating at their own level).

Number of Participants**Number of Volunteers (coach, parent)****Number of Chaperones****Purpose or benefit of attending event?**

To develop an appreciation for running/walking in an outdoor environment surrounded by nature.
To engage in physical activity or competition in one of our NWT communities.
To gain a post-Covid athletic travel experience for youth.
To develop school spirit, friendships with peers, and relationships with coaches.
To strengthen individual determination in working towards and reaching set goals.

Which MRA goal(s) does this event address (check all that apply):

☒ build capacity and leadership

☒ promote physical literacy in MRA communities

☒ increase participation in physical activity

☒ allow for greater opportunities to network, for professional development, and to expand sport/recreation opportunities

☐ promote water safety within the MRA region

FINANCIAL BUDGET

Expenses

Transportation

\$3600.00

Accommodation

\$0.00

Registration Fees

\$550

Materials & Supplies

\$50

Instructor/Official (honorarium or per diem)

\$0.00

Food

\$100

Facility Rental

\$0.00

Staff Wages

\$0.00

Revenue

MRA Funding Request

\$2310.00

Parent Contribution for the bus

\$1290.00

Individual Contribution (Registration Fees)

\$550

Territorial Sport Organization (TSO)

\$0.00

GNWT Funding

\$0.00

Fundraising

\$0.00

Sponsorship & Donations

\$0.00

Other

\$150.00

OFFICE USE ONLY - RECEIVED

Date Received: _____



REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: October 17th, 2022

SUBJECT: EXCUSED ABSENCE

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillor Chambers from the Regular Meeting of Council, Monday, October 17th, 2022.

BACKGROUND:

Councillor Chambers has asked to be excused from the Regular Meeting of Council, Monday, October 17th, 2022

COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

N/A

Prepared by:

Stacey Barnes

Council Administrator

Date: October 14th, 2022

Reviewed by:



REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: October 12, 2022

SUBJECT: COUNCIL VACANCY

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER leave the vacant council position unfilled.

BACKGROUND:

The recent vacancy on Council as a result of the death of Councillor Magill has brought up the following questions for Council to consider.

- 1) Should the position be filled?
 - 2) If the position is to be filled, what process should be followed?
-
- 1) Should the position be filled?
- Most recently, on July 16, 2019, Council made a decision to not fill a vacancy after Councillor Melanson resigned within 8 months of his term on Council.
 - A discussion took place during the Town of Hay River Organizational Review conducted in the summer of 2016 in which the size of the governance body, number of Council meetings and Committee structure were discussed. At that time Council decided not to change the number of Councillor positions, however they did undertake Committee reform by combining Committees and reducing the number of meetings per month from 4 to 3.
 - During the Municipal Election of October 15, 2012, the following question was posed to voters;

| | | |
|---|--------------------|----------|
| Should Council reduce the number of Councillor Positions from eight (8) to six (6) members? | Results: Yes (601) | No (575) |
|---|--------------------|----------|

The vote was slightly in favour of reducing Council size from 8 to 6. Ministerial approval is required to permanently change the number of Councillor seats. A permanent reduction in Council seats was not requested by the Council of the day however, during the term of the last Council as vacancies arose, Council seats were left vacant until the next election. Leading up to the election there were three vacant Council seats.

- In accordance with the *Cities, Towns and Villages Act (CTV)* Section 22. (1) A quorum for Council is a majority of the council members then holding office.
(2) A by-election must be held as soon as is practicable to fill the vacancies on council if the number of council members holding office is less than or equal to a bare majority of the number of council members who comprise council.
- A single council vacancy would not automatically trigger a by-election under Section 22 of the *CTV Act* however multiple vacancies could.



REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: October 12, 2022

SUBJECT: COUNCIL VACANCY

Excerpt from Section 47 *Local Authorities and Elections Act* - VACANCIES IN OFFICE

Filling vacancy

47. (1) Where the office of a member of a local authority becomes vacant for any reason before the term of office expires, the local authority shall fill the vacancy at the next general election or before then by

- (a) appointing a person who is eligible as a candidate; or
- (b) holding a by-election.

Vacancy of mayor

(2) For the purposes of appointing a new mayor under paragraph (1)(a), the municipal council shall appoint only a member of the municipal council as the mayor.

Term of appointee

(3) Subject to subsection (4), a person appointed under paragraph (1)(a) holds office until the date of the next general election.

Vacancy during election

(4) Where the vacancy occurs after nominations have closed but before the general election, a person appointed under paragraph (1)(a) holds office until the date of the following general election.

Term of elected person

(5) A person elected at a by-election holds office for the balance of the term of his or her predecessor.
S.N.W.T. 1997,c.5,s.4(10).

By-election procedure

48. The procedure at a by-election must follow, as closely as possible, the procedure at a general election.

- A by-election is estimated to cost \$7,000 with the Senior Administrative Officer acting as the returning officer.
- The remaining term of this Council is just over two years. The current Council has completed a comprehensive orientation program with outside expertise providing governance and conflict of interest training. Council recently approved a new strategic plan. A new Councillor will require a separate orientation which is not planned or budgeted and will impact Administration's ability to deliver strategic initiatives planned for 2022.

2) If the position is to be filled, what process should be followed?

- a) If Council's decision is to fill the vacancy in accordance with By-Law No 2420 s. (13) and pursuant to the *Local Authorities Elections Act, R.S.N.W.T. 1988, c.L-10*



REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: October 12, 2022

SUBJECT: COUNCIL VACANCY

vacancies in the Office for a Councillor's seat shall be filled at the next general election or before then by:

- (i) Appointing a person who is eligible as a candidate; or
- (ii) Holding a by-election.

COUNCIL POLICY / STRATEGY OR GOAL:

Representative government

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Bylaw No. 2420 – Council Procedures Bylaw
Local Authorities Elections Act
Cities, Towns and Villages Act

FINANCIAL IMPLICATIONS:

By election cost \$7,000
Reduced Council honoraria expense

ALTERNATIVES TO RECOMMENDATIONS:

Appoint an eligible candidate or hold a by-election.

ATTACHMENTS:

N/A

Prepared by:

Glenn Smith
SAO
October 12, 2022



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.

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 27th day of September, 2022 A.D.

Mayor

BYLAW NO. 2446

MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

THIS BY-LAW READ a Second Time this 27th day of September, 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. 2447

8b) Franchise Approval Bylaw

BYLAW NO. 2447

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 grant a public utility franchise to the Northwest Territories Power Corporation pursuant to the *Cities, Towns and Villages Act*, SNWT 2003, c 22, s 91 (the “*CTV Act*”).

WHEREAS the Council of the Municipal Corporation of the Town of Hay River deems it necessary to continue to provide for the distribution of electrical power within the municipal boundary;

AND WHEREAS the Council has negotiated an Electric Utility Franchise Agreement (the “Agreement”) with the Northwest Territories Power Corporation, effective [REDACTED], 2022 (a copy of which is attached as Schedule “A” to this Bylaw);

NOW THEREFORE the Council of the Municipal Corporation of the Town of Hay River, duly assembled, hereby enacts as follows:

1. The Municipal Corporation of the Town of Hay River hereby grants a public utility franchise to the Northwest Territories Power Corporation, on the terms and conditions set out in the Agreement attached hereto as Schedule “A” to this Bylaw.

READ A FIRST TIME this ____ day of _____ 2022.

Mayor

READ A SECOND TIME this ____ day of _____ 2022.

Mayor

READ A THIRD AND FINAL TIME this ____ day of _____ 2022.

Mayor

CERTIFIED that this Bylaw has been made in accordance with the requirements of the *Cities, Towns and Villages Act*, SNWT 2003, c 22, and the bylaws of the Municipal Corporation of the Town of Hay River, this ____ day of _____, 2022.

Senior Administrative Officer

Schedule “A”

(see attached Electric Utility Franchise Agreement
between Town of Hay River and Northwest Territories Power Corporation)

THIS AGREEMENT made as of the ____ day of _____, 2022.

BETWEEN:

THE TOWN OF HAY RIVER,
a municipal corporation
validly existing under the laws of the Northwest Territories,
(hereinafter called the "**Town**")

- and -

NORTHWEST TERRITORIES POWER CORPORATION,
a corporation validly
existing under the laws of the Northwest Territories
(hereinafter called the "**Corporation**")

WHEREAS the Corporation, established pursuant to the *Northwest Territories Power Corporation Act*, R.S.N.W.T. 1988, c.N-2, as amended, is a supplier of electricity in the Northwest Territories;

AND WHEREAS the Town, in accordance with section 91 of the *Cities, Towns and Villages Act*, R.S.N.W.T. (Nu) 1988, c.C-8, desires to grant an exclusive electric utility franchise to the Corporation for the term of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and terms and conditions hereof, the parties covenant and agree as follows:

1. INTERPRETATION

1.1. DEFINITIONS

In this Agreement unless the context otherwise requires:

- 1.1.1. "**Actual Costs**" shall have the meaning ascribed thereto in paragraph 8.2;
- 1.1.2. "**Agreement**" means this agreement;
- 1.1.3. "**Board**" means the Public Utilities Board of the Northwest Territories as constituted pursuant to the *Public Utilities Act*, R.S.N.W.T. 1988, c. 24 (Supp.);
- 1.1.4. "**Corporation**" means Northwest Territories Power Corporation, its successors and permitted assigns;
- 1.1.5. "**Distribution System**" means facilities located within the Franchise Area that are owned by the Corporation and used in the distribution of Electricity to Residents within the Franchise Area and to other customers and franchises for wholesale or retail service outside the Franchise Area, and without limiting the

generality of the foregoing, includes poles, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults, and connection pedestals, but excluding any facilities used for the generation or transmission of Electricity and any equipment, assets or facilities that are not used solely for the benefit of the Distribution System;

- 1.1.6. "**Effective Date**" means the date of execution of this Agreement or the date upon which all necessary approvals or ratification of this Agreement prescribed by statute are granted, whichever is later in time;
- 1.1.7. "**Electricity**" means electric power, and includes both electric demand and electric energy;
- 1.1.8. "**Extension Term**" shall have the meaning ascribed in Article 2;
- 1.1.9. "**Franchise Area**" means the geographical area within the boundaries of the Town as described in the order establishing or continuing the Town, and any areas which may hereafter be added to or incorporated within the Town;
- 1.1.10. "**Franchise Fee**" shall have the meaning ascribed in Article 6;
- 1.1.11. "**Gross Revenues**" shall have the meaning ascribed in Article 6;
- 1.1.12. "**Initial Term**" shall have the meaning ascribed in Article 2;
- 1.1.13. "**Rates**" means all charges set or made for the supply and distribution of Electricity and includes all Terms and Conditions of Service pertaining thereto;
- 1.1.14. "**Resident**" means any individual, group of individuals, firm, or body corporate, governmental authority, or other user of Electricity (whether for residential, industrial, wholesale, street lighting or other use), including the Town, with premises located within the Franchise Area;
- 1.1.15. "**Term**" means the Initial Term and any Extension Term;
- 1.1.16. "**Terms and Conditions of Service**" means the Corporation's Terms and Conditions of Service, effective May 1, 2019, as amended from time to time, by which the Corporation provides services to its customers, and which are filed with and approved by the Board;
- 1.1.17. "**Town**" means the Town of Hay River, its successors and permitted assigns;
- 1.1.18. "**Town Council**" means municipal council for the Town;

1.2. ENTIRE AGREEMENT

This Agreement reflects the entire agreement between the parties relative to the subject matter of this Agreement and any promise, representation or statement not contained herein shall not be binding on either party.

1.3. SEVERABILITY

If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, then such provision shall be severable from and shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

1.4. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Northwest Territories.

2. TERM AND EXTENSION

This Agreement shall remain in force and effect for a period of fifteen (15) years, commencing on the Effective Date (the “**Initial Term**”). Unless one or both of the parties has provided notice of non-extension pursuant to paragraph 12.1 on or prior to the time prescribed therein for such notice, or the parties have agreed to a renewal of this Agreement on different terms and conditions, then this Agreement shall be automatically, and without further notice, extended on the same terms and conditions for an additional successive term of five (5) years (an “**Extension Term**”) from the expiry of the Initial Term.

Upon the expiration of the Term, unless a replacement or renewal franchise agreement has been executed by the parties, or the Town has exercised the right to purchase pursuant to paragraph 12.2, this Agreement shall continue in effect from the expiration of the Term until either party, with the approval of the Board, terminates it upon not less than eighteen (18) months prior written notice to the other party (such period the “**Overholding Period**”), provided, however, that during the Overholding Period, the parties shall meet not less frequently than monthly, to negotiate the terms and conditions on which a renewal of this Agreement might be made possible, or the price, terms and conditions upon which the Town may exercise the right to purchase pursuant to Section 12.2, and either party may, on ten (10) days notice to the other party, submit a dispute as to whether the terms and conditions of this Agreement remain equitable and appropriate during such Overholding Period for resolution by a sole arbitrator pursuant to the *Arbitration Act* R.S.N.W.T. 1995, c.11, whose decision shall be binding on the parties.

3. GRANT OF EXCLUSIVE FRANCHISE

3.1. GRANT

The Town hereby grants to the Corporation for the Term of this Agreement, an exclusive electric utility franchise for the purpose of generating, transmitting, distributing, marketing and

selling Electricity within the Franchise Area and to the Residents of the Town. Included in the grant of the franchise is the exclusive no cost right, license, and privilege, to construct, maintain and operate within the Franchise Area, in, under, above or through any highway, road, street, lane or public place within the jurisdiction of the Town, any poles, towers, wires, conduits, cables, buildings, erections, structures and all other works and undertakings of every kind and description for the purpose of generating, transmitting, distributing, marketing and supplying Electricity. The Town also grants to the Corporation the right to trim and remove all or parts of trees or other natural obstructions located on or in public places within the jurisdiction of the Town which interfere with the installation, maintenance and operation of the fixtures and equipment necessary for, or incidental to, the generation, transmission, distribution, marketing or supply of Electricity.

3.2.EXCEPTION

Notwithstanding paragraph 3.1 the parties hereto acknowledge the right of any Resident (other than the Town) to generate and use electric power on that Resident's own premises, provided that such electric power is not made available for resale or distribution to other Residents, and provided further that private generating systems of this nature shall not, in the absence of a Co-generation Agreement made pursuant to paragraph 3.3 hereof, be permitted to be connected to, nor in any way affect, the Corporation's Distribution System.

3.3.CO-GENERATION

Subject to the Corporation's policy respecting co-generation as amended from time to time and approved by the Board, and subject also to such approval as may be required and such directions as may be given by the Board, the Corporation may purchase such electric power as may be generated by Residents which is in excess of such Resident's immediate needs.

3.4.EXCLUSIVE SUPPLIER TO TOWN

3.4.1. The Town agrees to purchase from the Corporation for the Term all Electricity which may be required for Town purposes, including all power and lighting services required by Residents within the Franchise Area, at such Rates as may be determined by the Board.

3.4.2. Notwithstanding paragraph 3.4.1 the Town shall be permitted, subject to any applicable regulated tariff:

3.4.2.1. to generate or acquire, and use, heat derived from any source for the purpose of serving buildings owned by the Town within the Franchise Area;

3.4.2.2. to generate and use electricity for the purpose of serving buildings owned by the Town within the Franchise Area, up to a maximum of 25% of the maximum forecasted electric energy requirements of such buildings, provided that such electric power shall not be made available for resale or distribution to Residents or outside the Franchise Area; and

- 3.4.2.3.** to generate and use electricity for the purpose of sale to the Corporation in accordance with the Corporation's policy respecting co-generation as amended from time to time and approved by the Board.

4. SUPPLY OF ELECTRICITY

4.1. STANDARD OF SERVICE

Subject to the Corporation's Terms and Conditions of Service, the Corporation agrees to supply Electricity to the Town and its Residents through suitable plant and equipment in accordance with good electric utility standards, and subject to the Corporation's Terms and Conditions of Service and except as provided in this Agreement, the Corporation shall provide Electricity on a continuous twenty-four (24) hour basis, every day in the year, and shall exercise all due skill and diligence in rendering service in accordance with good electric utility practice.

4.2. INTERRUPTIONS

Without limiting the Corporation's Terms and Conditions of Service, the Corporation may interrupt or reduce electrical service to the Town or any of its Residents for any of the following reasons:

- 4.2.1.** necessary repairs, maintenance or alteration of service equipment;
- 4.2.2.** defective electrical wiring or other such condition on private property which, in the opinion of the Corporation, is or may become hazardous to life or property;
- 4.2.3.** on account of or to prevent fraud or abuse;
- 4.2.4.** loss or reduction of electrical generating capacity;
- 4.2.5.** failure to make timely payment of accounts rendered by the Corporation; or
- 4.2.6.** breach of any condition of this Agreement, or of any provisions contained in the Corporation's Terms and Conditions of Service as amended from time to time.

4.3. NOTICE OF INTERRUPTION OF SERVICE

The Corporation shall have the right to interrupt or reduce electrical service for the purpose of making repairs or improvements to its system, to prevent fraud or abuse, or due to a lack of supply of electric energy, but shall, if practicable, use reasonable efforts to give prior notice of same to the Town and shall use reasonable efforts to ensure that any such interruption is as short in duration, and occurs at times least inconvenient to the Town, as circumstances permit. An interruption or reduction in the electrical service for any of the foregoing reasons shall not constitute breach by the Company of any of the provisions of this Agreement.

4.4. NON-BREACH

A discontinuance or reduction of electrical service for any of the reasons set out in this Article 4 shall not constitute a breach by the Corporation of any of the provisions of this Agreement.

5. RATES

The parties hereto acknowledge the sole jurisdiction of the Board to approve Rates, and therefore agree that Rates charged by the Corporation for Electricity supplied to the Town and its Residents shall be such Rates as may be approved from time to time by the Board.

6. FRANCHISE FEE

The Corporation will pay the Town a franchise fee (the “**Franchise Fee**”) at a percentage rate to be agreed by the Corporation and the Town at the commencement of each calendar year of the Term and then set out in Schedule A to this Agreement, provided the Corporation receives from the Board an order authorizing the Corporation to recover from the Town and other consumers of electric energy within the Franchise Area such amount as the Corporation is required to pay to the Town in accordance with this Article 6. The Franchise Fee in respect of each full calendar year or portion thereof during the Term shall be an amount ranging between Zero (0%) and Four (4%) percent (as agreed by the Corporation and the Town) of the gross revenue of the Corporation derived from the sale and distribution of electric energy to the Town and the consumers therein (exclusive of the aforementioned payment to the Town) (the “**Gross Revenue**”) during:

- the corresponding months of the previous calendar year in those situations where the percentage of revenue is payable for less than a full calendar year; or
- the previous calendar year in those situations where the percentage of revenue is payable for a full calendar year.

The Franchise Fee payable for each calendar year or portion thereof is due and payable on or before the following 31st day of January in each and every year, together with a statement of Gross Revenues for the previous calendar year or portion thereof and details of the Franchise Fee calculation. The obligations under this Article 6 shall survive the termination or expiry of this Agreement subject to the provisions of Article 2 hereof.

The Corporation shall, in addition to the payments referred to above, pay property taxes levied by the Town on any residential properties owned by the Corporation within the Town and other taxes levied by the Town on all other lands, improvements, works and transmission lines, machinery, equipment and apparatus belonging to and used by the Corporation, whether or not used exclusively, in the exercise of the franchise granted hereby. The amounts payable above are due and payable in the same manner as taxes subject to penalties and discounts in accordance with the current bylaw in effect for the Town.

7. COORDINATION OF PLANS

7.1. MUNICIPAL PLANNING

The Corporation acknowledges the right of the Town to control the location of the Distribution System within municipal road rights-of-way or other public places within the jurisdiction of the Town, and agrees to consult with the Town Council or its authorized representative in the preparation of plans in respect of changes to, or extensions of, the said Distribution System

7.2. DISTRIBUTION LINE EXTENSIONS

Prior to proceeding with construction of the Distribution System into areas of the Town not previously serviced, the Corporation shall submit plans in respect thereof to the Town and obtain consent from the Town Council or its authorized representative to conduct construction in accordance with such plans. The Town agrees that consent to such plans shall not be unreasonably withheld, conditioned or delayed.

7.3. CONSTRUCTION WITHIN SERVICED AREAS

Prior to proceeding with the construction or reconstruction of the Corporation's physical plant in areas already serviced by the Corporation, the Corporation shall notify and obtain the approval of the Town or its authorized representative with respect to location of the Distribution System within existing road rights-of-way or other public places within the jurisdiction of the Town prior to commencement of the work. The Town agrees that consent to such plans shall not be unreasonably withheld, conditioned or delayed, and that in no event shall the Corporation be required to submit plans or obtain approval in respect of normal operations or routine maintenance.

8. RELOCATION OF DISTRIBUTION SYSTEM

8.1. MUNICIPALITY MAY ORDER REMOVAL/RELOCATION

The Corporation shall, at the request of the Town, remove, alter, or relocate all or portions of the Distribution System, provided that a suitable alternate location is assigned by the Town, and provided also that the Town shall, subject to this Article 8, pay all costs incurred by the Corporation in performing the work.

8.2. COST OF REMOVAL/RELOCATION

The costs to be charged to the Town in respect of work performed by the Corporation pursuant to this Article 8, shall, subject to paragraph 8.4 hereof, be the actual costs incurred by the Corporation and shall include, without limitation, all labour, material, shipping, and such other charges as may be incurred in performing the work, together with reasonable overhead and administration charges (hereinafter cumulatively referred to as "**Actual Costs**"). On request by the Town, the Corporation shall provide a written statement of items making up Actual Costs.

8.3. COST ESTIMATES

Upon receipt by the Corporation of a written request by the Town to remove, alter, or relocate all or portions of the Corporation's Distribution System, the Corporation shall as soon as reasonably possible thereafter provide to the Town a written estimate of the costs of the work.

The Corporation shall proceed with the work only upon the written authorization of the Town Council, and payment by the Town to the Corporation of the estimated costs in advance of construction.

8.4.COST ADJUSTMENTS

The Corporation shall refund such portion of estimated costs as may exceed Actual Costs. If, in the course of construction, it becomes evident to the Corporation that Actual Costs are likely to exceed estimated costs, the Corporation shall provide written notice thereof to the Town of that portion of Actual Costs which exceed estimated costs by more than ten (10%) percent, provided, however that the Town shall remain liable to pay all Actual Costs incurred by the Corporation in performing the work.

8.5.COST-SHARING

When requests from the Town to remove, alter, or relocate all or portions of the Corporation's Distribution System coincide with improvements or relocations already planned by the Corporation, the Corporation will agree to a commensurate reduction in the Actual Costs to be charged to the Town.

9. RESTORATION OF PROPERTY

9.1.STANDARD OF REPAIR

The Corporation shall, upon completion of any construction, reconstruction or maintenance work within the Franchise Area commenced after the Effective Date, restore any street, lane, or public place within the jurisdiction of the Town which may be affected thereby, to a state of repair as nearly as is reasonably possible, equal to that existing immediately prior to the commencement of such works and where the Corporation fails to make such repairs within sixty (60) days of written notification from the Town to do so, the Town may undertake such restoration work and the Corporation shall be liable for the reasonable costs thereof.

9.2.PRE-INSPECTION

Prior to undertaking construction, restoration or maintenance work within the Town which may affect any street, lane, or public place within the jurisdiction of the Town, the Town and the Corporation shall conduct a joint on-site inspection of the same.

9.3.ARBITRATION

Where, after consultation with the Town, the Corporation determines that the claim for repairs made pursuant to paragraph 9.1 hereof is unreasonable, or that the amount invoiced by the Town in respect of repairs is excessive, the Corporation may deny the claim for repairs and refuse to pay such invoice. In that event, the parties agree that the matter shall be submitted to arbitration pursuant to the *Arbitration Act* R.S.N.W.T. 1995, c.11, as amended.

10.MUNICIPAL USE OF POLES

Upon prior consent of the Corporation which shall not be unreasonably withheld, conditioned or delayed, and subject to any reasonable terms and conditions imposed by the Corporation, the Town may make use of the distribution poles owned by the Corporation for municipal purposes as long as such use does not interfere with the use of such distribution poles by the Corporation, and as long as any extra or additional poles, cross-arms, insulators or other fixtures, or any changes in use of any of them, required by reason of the use of the said distribution poles by the Town shall be supplied, erected or made by the Corporation at the expense of the Town. The Town covenants and agrees to be responsible for and indemnify the Corporation against any loss, damage or injury suffered, sustained, paid or incurred by or recovered from the Corporation as the direct or indirect result of the use of the said distribution poles by the Town.

11. TERMS AND CONDITIONS OF SERVICE

Notwithstanding anything contained in this Agreement, the supply of Electricity provided by the Corporation to the Town and its Residents shall be in accordance with the Corporation's Terms and Conditions of Service, as amended, revised or replaced from time to time, and as approved by the Board.

12. EXTENSION, RENEWAL AND RIGHT OF PURCHASE

12.1. NOTICE

- 12.1.1.** Not later than twelve (12) months prior to the expiry of the Initial Term, each party shall notify the other of their intention regarding extension of this Agreement for the Extension Term. If the intention disclosed by both parties is to extend this Agreement, then each party shall provide the other with confirmation in writing to that effect and thereafter take such actions as may be necessary for approval of the said extension by the Board. In the event that the intention disclosed by either party is to the effect that this Agreement may not be extended, or not extended on the same terms as contained herein, then each party covenants to promptly, and not less frequently than monthly, meet and discuss with the other the terms and conditions on which a renewal of this Agreement might be made possible, or the price, terms and conditions upon which the Town may exercise the right to purchase pursuant to Section 12.2 (including the schedule for such purchase, and the transition services and Franchise Fee following expiration of the Initial Term).
- 12.1.2.** Not later than twelve (12) months prior to the expiry of the Extension Term, if any, each party shall notify the other of their intention regarding renewal of this Agreement beyond the Extension Term. If the intention disclosed by both parties is to renew this Agreement beyond the Extension Term, then each party shall provide the other with confirmation in writing to that effect and thereafter promptly, and not less frequently than monthly, meet and discuss with the other the terms and conditions on which a renewal of this Agreement might be made possible,

(including seeking approval of the said renewal by the Board and the Town Council) or the price, terms and conditions upon which the Town may exercise the right to purchase pursuant to Section 12.2 (including the schedule for such purchase, and the transition services and Franchise Fee following expiration of the Extension Term).

12.2. RIGHT TO PURCHASE

In the event that this Agreement is not renewed or extended pursuant to Article 2, the Town may, subject to obtaining such consent as may be required of the Board and of the Minister of Municipal and Community Affairs for the Government of the Northwest Territories, purchase all, but not less than all, of the rights of the Corporation under this Agreement and all, but not less than all, equipment, facilities, and property located within the Franchise Area which is used for the purposes of exercising those rights, but excluding any equipment, facilities and property located within the Franchise Area i) that are owned by the Corporation prior to the date of this Agreement, and improvements or expansions thereof; or ii) that has not been solely and exclusively used for the purposes of the electric utility franchise contemplated in this Agreement; for such price and on such terms as may be agreed upon with the Corporation, or failing agreement within ninety (90) days of the expiration of the Term, on such terms as may be determined by a sole arbitrator pursuant to the *Arbitration Act* R.S.N.W.T. 1995, c.11, whose decision shall be binding on the parties.

13. DEFAULT

13.1. NOTICE OF DEFAULT

If at any time one party considers the other party to be in default of any of its obligations under this Agreement, such party shall give the other party written notice to that effect specifying the alleged default.

13.2. PUBLIC UTILITIES BOARD DETERMINATION

If the default has not been cured within three (3) months following the receipt of notice pursuant to paragraph 13.1 the party not in default may refer the matter to the Board, and the parties shall be bound by such recommendations or orders that the Board may render in respect thereof, including termination of this Agreement.

14. INDEMNITY

14.1. INDEMNITY

Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client basis), injuries or loss of life, which such other party may suffer, sustain, pay or incur, resulting from the acts or omissions of the first party or its employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of its obligations under this Agreement; provided however, that such indemnity shall be limited to an amount

in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

14.2. RESIDUAL LEGAL RIGHTS RESERVED

The liability of the parties to indemnify or reimburse each other under this Agreement shall not limit or prejudice them from relying on the provisions of laws of general or specific application.

14.3. LIMITATION

In the event that the Corporation's facilities or any part thereof becomes damaged so that the Corporation is unable to supply Electricity, the Corporation shall make repairs as promptly as possible and, pending repairs, shall take all reasonable steps to supply Electricity from other sources, if such is available.

15. PREVENTION OF PERFORMANCE

15.1. FORCE MAJEURE

Neither party to this Agreement shall be in default hereunder or be held responsible for any loss or damage claim brought by the other party or a claim brought by any other person if the fulfilment of any terms or provisions hereof shall be delayed or prevented by any cause not within the control of that party, including revolutions or other disorders, acts of enemies, acts of God, fire, labour disturbances, war, acts of government or governmental agency (whether foreign or domestic, federal, territorial, provincial, state, county or municipal), epidemics, pandemics or order of governmental authorities or any other cause not within the control of the party whose performance is interfered with, whether similar to the causes hereinbefore enumerated or not.

15.2. NOTICE OF FORCE MAJEURE

A party whose performance is delayed or hindered by force majeure shall forthwith give notice to the other party of the nature and expected duration of the delay or hindrance, and shall take such steps as are reasonably necessary to resume performance in the manner contemplated by this Agreement. The party whose performance is delayed or hindered shall have a reasonable time after the delay or hindrance is terminated to so perform, taking into account the nature of the delay or hindrance and the nature of the obligation to be performed.

16. WAIVER

The waiver by either party of any breach of any provision herein shall not be deemed a waiver of any other breach of the same or any other provision.

17. NOTICE

17.1. DEEMED DELIVERY

Any notice permitted or required to be given under this Agreement shall be given in writing and either delivered personally, sent by telegram, telex or facsimile, or sent by prepaid registered mail. Any such notice shall be deemed to have been received by the party to whom it is addressed if delivered, when delivered; if sent by email or facsimile, on the next business day after the day of sending the email or facsimile; or if sent facsimile; or if sent by registered mail, fourteen (14) days after the posting of such notice in any post office in Canada unless there is a mail disruption in which case the notice is effected on the date received. The addresses of the parties for the purposes hereof shall respectively be:

In the case of the Town:

Town of Hay River
62 Woodland Dr #100,
Hay River, NT X0E 1G1
Attention: Town Administrator

In the case of the Corporation:

Northwest Territories Power Corporation
4 Capital Drive
Hay River, NT X0E 1G2
Attention: Chief Financial Officer

18.ASSIGNMENT

18.1. CONSENT REQUIRED

Subject to paragraph 18.2 hereof, neither of the parties may assign this Agreement in whole or in part to a third party without the prior written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed, and any assignment made without such consent shall be of no effect.

18.2. EXCEPTION

The Corporation shall have the right to assign this Agreement to any parent or subsidiary corporation or to any joint venture, to which the Corporation may hold an interest, provided, however, that the Corporation shall serve notice thereof on the Town prior to such assignment.

19.CONSEQUENTIAL DAMAGES

The Corporation shall not be liable to the Town or any Residents for losses or liabilities of an indirect, consequential, special, exemplary or punitive nature arising out of or related to the generation, distribution, use or sale of electricity by the Corporation pursuant to this Agreement.

20. FILING FOR INFORMATION

Within a reasonable time following execution of this Agreement, the parties shall submit this Agreement to the Board for its information.

21. ENUREMENT

Subject to paragraph 18.1, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed these presents as of the day and year first above written.

THE MUNICIPAL CORPORATION OF TOWN OF HAY RIVER N.W.T.

Per: _____

(Seal) Per: _____

NORTHWEST TERRITORIES POWER CORPORATION

Per: _____

(Seal) Per: _____

Schedule A

Franchise Fee percentage for Year 1= Four (4%)