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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. ADOPTION OF MINUTES FROM PREVIOUS MEETING**

- a. Regular Meeting of Council, August 9<sup>th</sup>, 2022 – page 3-5
- b. Regular Meeting of Council, August 20<sup>th</sup>, 2022 – page 6-8
- c. Regular Meeting of Council, July 12<sup>th</sup>, 2022 – page 9-12
- d. Special Meeting of Council, June 14<sup>th</sup>, 2022 – page 13
- e. Regular Meeting of Council, June 28<sup>th</sup>, 2022 – page 14-15

#### **7. INFORMATION ONLY**

- a. Monthly Policing Report for March 2023 (Present by Sgt Phil Unger) – page 16-22

#### **8. COMMITTEE REPORTS**

- a. Public Works Monthly Report for March – page 23-26
- b. Recreation Monthly Report for March – page 27-35
- c. Tourism and Economic Development Report for March – page 36-41
- d. Emergency Services Monthly Report for March – page 42-46
- e. Municipal Services Monthly Report for March – page 47-50
- f. Letter of Support for Hay River Museum Society – page 51
- g. Fees and Charges Bylaw – Schedule B Part 7 – Recreation Fees and Charges – page 52-54
- h. Application for Tourism Operator License – page 55-56
- i. Excused Absence – page 57

#### **9. NEW BUSINESS**

- a. O&M Contribution Agreement – page 58-66
- b. CPI Contribution Agreement – page 67-77
- c. W/S Contribution Agreement – page 78-86
- d. Property Tax Public Auction – page 87-95
- e. Solid Waste Management Report – page 96-121
- f. Mill Rate – page 122-128
- g. Interest to Purchase Land – page 129-138

#### **10. BYLAW**

- a. Bylaw 2190/PS/23 Emergency Measures Bylaw – Third and Reading – page 139-145
- b. Bylaw 2332/PWS/23 – Solid Waste Management Bylaw – First and Second Reading – page 146-171



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- c. Bylaw 2450 – Fees and Charges Amendment – First and Second Reading – page 172-185

**11. IN CAMERA**

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

**12. ADJOURNMENT**



## REGULAR MEETING MINUTES August 9<sup>th</sup>, 2022

The Regular Meeting of Council was held on Tuesday, August 9<sup>th</sup>, 2022 at 6:30pm

Present: Mayor Jameson, Deputy Mayor Dohey, Councilors Chambers, Duford, Wall, and Willows

Staff: SAO – Glenn Smith, ASAO - Patrick Bergen, Director of Public Works – Earl Dumas, Director of Finance – Sam Mugford, Director of Recreation – Stephane Millette, & Council Administrator – Stacey Barnes

**1. CALL TO ORDER:**

This Meeting was called to order at 6:30pm with Mayor Jameson presiding.

**2. ADOPTION OF AGENDA**

**#22-177**

**MOVED BY CLLR DUFORD**

**SECONDED BY: CLLR GROENEWEGEN**

**3. DECLARATION OF INTEREST**

There were no declarations of interest for the Regular Meeting of Council, Tuesday, August 9<sup>th</sup>, 2022

**4. ANNOUNCEMENTS, AWARDS & PRESENTATIONS**

Catholic Women's League presented a cheque for \$10k for HR Flood Relief  
Rail Safety Proclamation Week 2022

**5. ADMINISTRATIVE ENQUIRIES**

**6. COMMITTEE REPORTS**

**RECOMMENDATION:**

**#22-178**

**MOVED BY: DEPUTY MAYOR DOHEY**

**SECONDED BY: CLLR DUFORD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the 2022-2025 Draft Strategic Plan as presented.**

**CARRIED**



## REGULAR MEETING MINUTES August 9<sup>th</sup>, 2022

### 7. NEW BUSINESS

#### a. RECOMMENDATION:

#22-179                      MOVED BY: CLLR GROENEWEGEN  
                                    SECONDED BY: CLLR WALL

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

CARRIED

#### b. RECOMMENDATION:

#22-180                      MOVED BY: CLLR WILLOWS  
                                    SECONDED BY: CLLR CHAMBERS

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the Emergency Services Activity Report for July 2022 as presented.

CARRIED

#### c. RECOMMENDATION:

#22-181                      MOVED BY: CLLR DUFORD  
                                    SECONDED BY: DEPUTY MAYOR DOHEY

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

CARRIED

#### d. RECOMMENDATION:

#22-182                      MOVED BY: CLLR CHAMBERS  
                                    SECONDED BY: CLLR DUFORD

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

CARRIED

#### e. RECOMMENDATION:

#22-183                      MOVED BY: DEPUTY MAYOR DOHEY  
                                    SECONDED BY: CLLR GROENEWEGEN

THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillor Bouchard from the Regular Meeting of Council, Tuesday, August 9<sup>th</sup>, 2022.

CARRIED





## REGULAR MEETING MINUTES August 9<sup>th</sup>, 2022

### 8. NOTICES OF MOTIONS

There were no notices of motions.

### 9. IN CAMERA - removed

### 10. ADJOURNMENT

#22-184                      MOVED BY: CLLR WILLOWS

That the Regular Meeting of Council be adjourned at 6:57pm.

**CARRIED**

Certified Correct as Recorded on the 9<sup>th</sup> Day of August 2022

These minutes were accepted by motion #\_\_\_\_\_.



## REGULAR MEETING MINUTES August 23<sup>rd</sup>, 2022

The Regular Meeting of Council was held on Tuesday, August 23<sup>rd</sup>, 2022 at 6:30pm

Present: Deputy Mayor Dohey, Councilors Bouchard, Chambers, Duford, Wall, and Willows

Staff: SAO – Glenn Smith, ASAO - Patrick Bergen, Director of Public Works – Earl Dumas, Director of Finance – Sam Mugford, Director of Recreation – Stephane Millette, & Council Administrator – Stacey Barnes

**1. CALL TO ORDER:**

This Meeting was called to order at 6:30pm with Mayor Jameson presiding.

**2. ADOPTION OF AGENDA**

**#22-185**

**MOVED BY CLLR WALL**

**SECONDED BY: CLLR CHAMBERS**

**3. DECLARATION OF INTEREST**

There were no declarations of interest for the Regular Meeting of Council, Tuesday, August 23<sup>rd</sup>, 2022

**4. ANNOUNCEMENTS, AWARDS & PRESENTATIONS**

Cllr Duford – Nice to see the Carnival back in Town.

SAO Smith – Director of Finance has submitted his resignation and will be Alberta bound September 29<sup>th</sup>.

**5. ADMINISTRATIVE ENQUIRIES**

**6. NEW BUSINESS**

**a. RECOMMENDATION:**

**#22-186**

**MOVED B: CLLR CHAMBERS**

**SECONDED BY: CLLR WALL**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approve the 3-year roadmap for the implementation of an asset management program.**

**CARRIED**

**b. RECOMMENDATION:**

**#22-187**

**MOVED BY: CLLR BOUCHARD**

**SECONDED BY: CLLR WILLOWS**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Mayor Jameson and Councillor Groenewegen from the Regular Meeting of Council, Tuesday, August 23<sup>rd</sup>, 2022.**

**CARRIED**



## REGULAR MEETING MINUTES August 23<sup>rd</sup>, 2022

### c. RECOMMENDATION:

#22-188

MOVED BY: CLLR CHAMBERS  
SECONDED BY: CLLR BOUCHARD

THAT THE COUNCIL OF THE TOWN OF HAY RIVER appoints the following Council and Administrative representatives as bank signing authorities: Mayor Kandis Jameson, Deputy Mayor Keith Dohey, Senior Administrative Officer Glenn Smith, Assistant Senior Administrative Officer Patrick Bergen and Director of Finance and Administration Sam Mugford.

CARRIED

### 7. NOTICES OF MOTIONS

There were no notices of motions.

### 8. BYLAWS

#### a. Bylaw 2445 Asset Management Bylaw – First Reading

#22-189

MOVED BY: CLLR BOUCHARD  
SECONDED BY: CLLR WILLOWS

#### Bylaw 2445 Asset Management Bylaw – Second Reading

#22-190

MOVED BY: CLLR BOUCHARD  
SECONDED BY: CLLR WALL

CARRIED

### 9. IN CAMERA

#22-210

MOVED BY: CLLR BOUCHARD  
SECONDED BY: DEPUTY MAYOR DOHEY

That the Council of the Town of Hay River move to In Camera at 7:25pm.

CARRIED



## REGULAR MEETING MINUTES August 23<sup>rd</sup>, 2022

**#22-211**

**MOVED BY: CLLR DUFORD  
SECONDED BY: CLLR BOUCHARD**

**That the Council of the Town of Hay River move out of In Camera At 7:54PM.**

**CARRIED**

### **10. ADJOURNMENT**

**#22-219**

**MOVED BY: CLLR WILLOWS**

**That the Regular Meeting of Council be adjourned at 7:02pm.**

**CARRIED**

**Certified Correct as Recorded on the 27<sup>TH</sup> Day of September 2022**

**These minutes were accepted by motion #\_\_\_\_\_.**



## REGULAR MEETING MINUTES JULY 12<sup>th</sup>, 2022

The Regular Meeting of Council was held on Tuesday, July 12<sup>th</sup>, 2022 at 6:30pm

Present: Mayor Jameson, Deputy Mayor Dohey, Councilors Groenewegen, Duford, and Bouchard

Staff: SAO – Glenn Smith, ASAO - Patrick Bergen, Director of Public Works – Earl Dumas, Director of Finance – Sam Mugford, Director of Recreation – Stephane Millette, Director of Protective Services – Travis Wright & Council Administrator – Stacey Barnes

**1. CALL TO ORDER:**

This Meeting was called to order at 6:30pm with Mayor Jameson presiding.

**2. ADOPTION OF AGENDA**

**#22-164**

**MOVED BY CLLR DUFORD**

**SECONDED BY: DPEUTY MAYOR DOHEY**

**3. DECLARATION OF INTEREST**

There were no declarations of interest for the Regular Meeting of Council, Tuesday, July 12<sup>th</sup>, 2022

**4. ANNOUNCEMENTS, AWARDS & PRESENTATIONS**

Polar Pond Hockey presented a cheque for \$25k to the Town of Hay River and \$10k to United Way

Mayor Jameson – Great turn out for Canada Day Activities

**5. ADMINISTRATIVE ENQUIRIES**

**6. NEW BUSINESS**

**a. RECOMMENDATION:**

**#22-174**

**MOVED BY: DPEUTY MAYOR DOHEY**

**SECONDED BY: CLLR DUFORD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report and presentation on Bylaw No. 2444-22 – Zoning and Building Bylaw**

**CARRIED**

**b. RECOMMENDATION:**

**#22-165**

**MOVED BY: CLLR BOUCHARD**

**SECONDED BY: CLLR DUFORD**

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

**CARRIED**



## REGULAR MEETING MINUTES JULY 12<sup>th</sup>, 2022

### c. RECOMMENDATION:

**#22-166**                      **MOVE D BY: CLLR DUFORD**  
**SECONDED BY: DEPUTY MAYOR DOHEY**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the Emergency Services Activity Report for June 2022 as presented.**

**CARRIED**

### d. RECOMMENDATION:

**#22-167**                      **MOVED BY: DPEUTY MAYOR DOHEY**  
**SECONDED BY: CLLR GROENWEGEN**

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

**CARRIED**

### e. RECOMMENDATION:

**#22-168**                      **MOVED BY: CLLR GROENEWEGEN**  
**SECONDED BY: CLLR BOUCHARD**

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

**CARRIED**

### f. RECOMMENDATION:

**#22-169**                      **MOVED BY: DEPUTY MAYOR DOHEY**  
**SECONDED BY: CLLR GROENEWEGEN**

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

**CARRIED**

### g. RECOMMENDATION:

**#22-170**                      **MOVED BY: CLLR GROENEWEGEN**  
**SECONDED BY: CLLR DUFORD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs Administration to transition operation of the solid waste landfill from the contractor to a town-operated facility and authorizes the purchase of necessary landfill equipment for up to \$120,000.**

**CARRIED**



## REGULAR MEETING MINUTES JULY 12<sup>th</sup>, 2022

### h. RECOMMENDATION:

**#22-171**                      **MOVED BY: CLLR BOUCHARD**  
**SECONDED BY: CLLR DUFORD**

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the unbudgeted O&M and Capital spend of \$1,072,000 for unbudgeted flood response and high priority repair or replacement of flood damaged Town of Hay River assets as recommended by the Finance Committee of Council.

**CARRIED**

### i. RECOMMENDATION:

**#22-172**                      **MOVED BY: DEPUTY MAYOR DOHEY**  
**SECONDED BY: CLLR BOUCHARD**

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the Terms of Reference for the Social Issues Committee of Council

**CARRIED**

### j. RECOMMENDATION:

**#22-173**                      **MOVED BY: CLLR GROENEWEGEN**  
**SECONDED BY: CLLR DUFORD**

THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillors Willows, Wall and Chambers from the Regular Meeting of Council, Tuesday, July 12<sup>th</sup>, 2022.

**CARRIED**

## 7. NOTICES OF MOTIONS

There were no notices of motions.

## 8. BYLAW

### a. Bylaw 2444-22 Zoning and Building Bylaw – First Reading

**#22-175**                      **MOVED BY: CLLR BOUCHARD**  
**SECONDED BY: DEPUTY MAYOR DOHEY**

## 9. IN CAMERA                      - removed



## REGULAR MEETING MINUTES JULY 12<sup>th</sup>, 2022

### 10. ADJOURNMENT

#22-176

MOVED BY: CLLR DUFORD

That the Regular Meeting of Council be adjourned at 7:42pm.

CARRIED

Certified Correct as Recorded on the 12<sup>th</sup> Day of July 2022

These minutes were accepted by motion #\_\_\_\_\_.





## SPECIAL MEETING MINUTES June 23<sup>rd</sup>, 2022

The Special Meeting of Council was held on Tuesday, June 23<sup>rd</sup>, 2022 at 12:15pm

Present: Mayor Jameson, Deputy Mayor Dohey, Councilors Bouchard, Duford, and Willows

Staff: SAO – Glenn Smith, ASAO - Patrick Bergen, Director of Public Works – Earl Dumas, Director of Finance – Sam Mugford, Director of Recreation – Stephane Millette, & Council Administrator – Stacey Barnes

**1. CALL TO ORDER:**

This Meeting was called to order at 12:15pm with Mayor Jameson presiding.

**2. ADOPTION OF AGENDA**

**#22-156**

**MOVED BY CLLR DUFORD**

**SECONDED BY: CLLR BOUCHARD**

**3. DECLARATION OF INTEREST**

There were no declarations of interest for the Regular Meeting of Council, Tuesday, July 23<sup>rd</sup> 2022

**4. BYLAWS**

**a. 2022 Taxation Bylaw – Third and Final Reading**

**#22-157**

**MOVED BY: CLLR BOUCHARD**

**SECONDED BY: CLLR DUFORD**

**5. ADJOURNMENT**

**#22-158**

**MOVED BY: CLLR WILLOWS**

That the Regular Meeting of Council be adjourned at 12:16pm.

**CARRIED**

Certified Correct as Recorded on the 23<sup>rd</sup> Day of June 2022

These minutes were accepted by motion # \_\_\_\_\_.



## REGULAR MEETING MINUTES JUNE 28<sup>th</sup>, 2022

The Regular Meeting of Council was held on Tuesday, June 28<sup>th</sup>, 2022 at 6:30pm

Present: Mayor Jameson, Deputy Mayor Dohey, Councilors Groenewegen, Willows, Wall Duford, and Bouchard

Staff: SAO – Glenn Smith, ASAO - Patrick Bergen, Director of Public Works – Earl Dumas, Director of Finance – Sam Mugford, Director of Recreation – Stephane Millette, Director of Protective Services – Travis Wright & Council Administrator – Stacey Barnes

**1. CALL TO ORDER:**

This Meeting was called to order at 6:30pm with Mayor Jameson presiding.

**2. ADOPTION OF AGENDA**

**#22-159**

**MOVED BY CLLR DUFORD**

**SECONDED BY: CLLR WILLOWS**

**3. DECLARATION OF INTEREST**

There were no declarations of interest for the Regular Meeting of Council, Tuesday, June 28<sup>th</sup>, 2022

**4. ANNOUNCEMENTS, AWARDS & PRESENTATIONS**

Mayor Jameson – Attended DJ Grad today.

SAO Smith – Introduce ASAO Patrick Bergan, he relocated from Alberta.

**5. ADMINISTRATIVE ENQUIRIES**

**6. NEW BUSINESS**

**a. RECOMMENDATION:**

**#22-160**

**MOVED BY: CLLR WILLOWS**

**SECONDED BY: CLLR DUFORD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Preliminary Flood Damage Assessments with Repair and Mitigation Estimates report as information.**

**CARRIED**

**b. RECOMMENDATION:**

**#22-161**

**MOVED BY: DEPUTY MAYOR DOHEY**

**SECONDED BY: CLLR DUFORD**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the 2021 Audited Financial Statements as recommended by the Finance Committee.**

**CARRIED**



## REGULAR MEETING MINUTES JUNE 28<sup>th</sup>, 2022

### c. RECOMMENDATION:

#22-162

MOVED BY: DPEUTY MAYOR DOHEY  
SECONDED BY: CLLR DUFORD

THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillor Chambers from the Regular Meeting of Council, Tuesday, June 28<sup>th</sup>, 2022.

CARRIED

### 7. NOTICES OF MOTIONS

There were no notices of motions.

### 8. IN CAMERA - removed

### 9. ADJOURNMENT

#22-163

MOVED BY: CLLR WILLOWS

That the Regular Meeting of Council be adjourned at 7:33pm.

CARRIED

Certified Correct as Recorded on the 28<sup>th</sup> Day of June 2022

These minutes were accepted by motion #\_\_\_\_\_.

Canada 



**MONTHLY  
POLICING REPORT  
March 2023  
Hay River Detachment  
“G” Division  
Northwest Territories  
Town of Hay River**



Royal Canadian Mounted Police  
Gendarmerie royale du Canada

The Hay River Detachment responded to a total of 226 calls for service during the month of March 2023. 181 of them were within the Town of Hay River.

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

The Annual Performance Plan which follows the RCMP fiscal year has been refreshed and the Community and Detachment priorities established for the current fiscal year, starting April 1st are as follows:

- Community Policing, and specifically Community and Partner Engagement with the objective of Identifying community and external partners, stakeholders and then establish and maintain engagement with the goal of information sharing and partnering in initiatives to address issues in the community.
- Traffic and Road Safety with the specific objective of enhancing road safety by targeting impaired driving.
- Harm Reduction, with the specific objective to reduce a variety of crime by targeting prolific offenders, illicit drugs, and reducing the amount of crime and harm caused by a small percentage of the population.

Community consultation and feedback is critical in addressing the aforementioned priorities and anyone with a vested interest in these priorities is encouraged to contact Cpl. Sheldon PRESTON at the Hay River RCMP detachment. Part of this community consultation will help shape current and future Hay River Detachment annual performance plan priorities.

#### **1 - This month the detachment addressed Community Policing – Community/Partner Engagement by:**

Hay River RCMP continued with efforts to identify activities in a meaningful way. Hay River RCMP does continue to share monthly “Fast Facts newsletter” from the Centre for Youth Crime Prevention to share contacts and promote resources and activities, distribute funding initiatives, and visit youth in an effort to engage with youth.

Some of March’s community and partner engagement included the following;

On March 3rd, Special Cst. GROENEWEGEN attended the Kamba Carnival on Katlodechee First Nation.

On March 8th, Special Cst. GROENEWEGEN visited Chief Sunrise School and attended the Diamond Jeness Trap Camp.

On March 8th, Cpl. PRESTON attended an Emergency Measures workshop on Katlodechee First Nation to discuss planning for the potential spring flood.

On March 9th, Special Cst. GROENEWEGEN attended the Diamond Jeness Culture camp and ate lunch with grade 8 students.

On March 13th, Special Cst. GROENEWEGEN spoke with Staff at Diamond Jeness School.

On March 14th, Special Cst. GROENEWEGEN attended a community meeting to discuss dredging Hay River as a means to prevent future spring flooding.

On March 14th, Special Cst. GROENEWEGEN, Cst. FEENEY and Cst. CROOKS all attended Hay River's community meeting for potential spring flood preparedness.

On March 14th, Special Cst. GROENEWEGEN went to the Soaring Eagle Friendship Centre to have coffee with elders

On March 15th, Special Cst. GROENEWEGEN visited the Chief Sunrise School.

On March 16th, Special Cst. GROENEWEGEN, Cpl. DUTZ, Cst. MEYER and Cst. PRESTON took part in the Sugar Shack activities at Ecole Boreale. Also this day, Special Cst. GROENEWEGEN attended Diamond Jeness School to conduct a safety talk with the grade 9 class prior to their ice fishing field trip.

On March 17th, Staff Sgt. PILLIPOW, Special Cst. GROENEWEGEN, Cst. MEYER and Cst. FEENEY took part in the Francophone Day Walk put on by the Francophone Association and Ecole Boreale. Also this day, Cst. FEENEY skated with Princess Alexandra School.

On March 17th, Cpl. PRESTON attended the Hay River Interagency Group on Illicit Drug Response.

On March 22, Special Cst. GROENEWEGEN went ice fishing with school students from Diamond Jeness School. Cst. FEENEY also attended the Hay River Ski Club to assist with Princess Alexandra School to assist with their ski class.

On March 25<sup>th</sup>, Cpl. PRESTON joined the Francophone Association on an ice fishing outing.

On March 25<sup>th</sup> and 26<sup>th</sup>, Cpl. PRESTON and Staff Sgt. PILLIPOW attended the Hay River Ski Club's Pat A. BOBINSKI races. DSA Ashley COOMBS is one of the event coordinators.



Cpl. PRESTON joining in an outdoor music lesson with the grade one and two class from Ecole Boreale.





**Ecole Boreal invited RCMP members to experience a 'Sugar Shack' put on by the Hay River Francophone Society. Special Constable GROENEWEGEN meeting with staff and children, while Cpl. PRESTON is tending to his sweet tooth.**



**Left: Cst. FEENEY and Staff Sgt. PILLIPOW taking part in the Francophone Day Walk with students from Ecole Boreale.**

**Right: Special Cst. GROENEWEGEN taking part at Culture Camp with DJSS.**





Left: Special Cst. GROENEWEGEN taking student from DJSS Ice Fishing at Sandy Creek. Right: Cst. FEENEY on the ski trails with the students from Princess Alexandra School.

## 2 - This month the detachment addressed Traffic - Safety by:

Hay River RCMP continues its initiative to perform vehicle roadside stops. Hay River RCMP members conducted two check stops during the month of March and a total of 5 Summary Offence Tickets (SOTI) were issued under the Motor Vehicle Act. Further to this, three motorists were charged for operating a motor vehicle while impaired by alcohol, one was charged for refusal to provide a breath sample and another motorist was arrested for operating a motor vehicle while impaired by a drug. Further to this, two motorists were charged with Dangerous Operation of a Motor Vehicle. From March 17<sup>th</sup> to 19<sup>th</sup>, Hay River members conducted check stops during the Polar Pond Hockey weekend. RCMP are happy to say that no one related to the Polar Pond Hockey Weekend was arrested for impaired driving thanks to the sober driver program organized by the 2023 grad class.





### 3 - This month the detachment addressed Harm Reduction by:

To address what causes the greatest harm in the Hay River RCMP detachment area, a Habitual Offender Management system was created in an effort to identify and monitor those who are most likely to cause the most significant amount of harm to the community. Harm reduction will tie directly into community policing as a priority, and partner engagement will be critical to successful outcomes. Patrols, including 7 foot patrols in Rowe's trailer park and 19 more in the down town area, including the arena will continue to detect and deter ill behavior.

The Hay River RCMP continue to ask the public's support in providing information that will help battle the sale and distribution of illegal narcotics in our communities. This month, members were able to obtain a search warrant for a seized vehicle and located an illegal firearm as a result of those efforts.

Of the 34 prisoners lodged in cells at the Hay River RCMP Detachment, 28 of them were residents of Hay River.

OCCURRENCES	Current Month	Year to Date	Current Month of previous year	Previous Year Total
Assaults (Not including sexual assaults)	18	56	19	244
Sexual Offences	4	6	3	24
Break and Enters (Residence & Business)	1	4	2	77
Theft of Motor Vehicle	1	2	1	16
Theft Under \$ 5000.00	9	16	7	113
Theft Over \$ 5000.00	0	0	0	4
Drugs ( Possession )	0	0	0	6
Drugs ( Trafficking )	5	11	3	73
Liquor Act	10	29	13	233
Unlawful Sale (Bootlegging)	0	0	0	1
Causing a disturbance / Mischief (total)	43	144	45	582
Causing a Disturbance	14	40	13	173
Mischief - damage to property	3	9	2	52
Mischief - obstruct enjoyment	26	95	30	357
Impaired Driving	5	27	6	116
Other Complaints	37	119	73	871
<b>Total Violations</b>	<b>133</b>	<b>414</b>	<b>172</b>	<b>2360</b>

**Total Calls for service 181**

<b>JUSTICE REPORTS</b>	<b>Current Month</b>	<b>Year to Date</b>	<b>Current Month of previous year</b>	<b>Previous Year Total</b>
Victim Services Referral - Accepted	3	6	4	47
Victim Services Referral - Declined	13	49	14	232
Victim Services - Proactive Referral	0	2	1	26
Victim Services - Not Available	0	0	0	1
Restorative Justice Referrals	0	2	0	7
Emergency Protection Orders (Detachment Initiated)	0	1	1	3
<b>ODARA Reports</b>	0	4	1	18
<b>Prisoners Held</b>	28	67	31	274
<b>Prisoners Escorted</b>	0	0	0	13
<b>Prisoners Held non-PROS Agency</b>	0	0	0	0
<b>Prisoners Escorted Non-PROS Agency</b>	0	0	0	0
<b>Liquor Destroyed Immediately</b>	9	26	15	121

Corporal Sheldon PRESTON  
Acting Detachment Commander, Hay River RCMP



# REPORT TO COUNCIL

**DEPARTMENT:** Public Works

**DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** Public Works Monthly Report for March 2023

## RECOMMENDATION:

**MOVED BY: CLLR BOUCHARD  
SECONDED BY: CLLR CHAMBERS**

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Public Works Monthly Report for March 2023 as presented.**

## BACKGROUND:

### Capital Projects 2023:

A complete list of 2023 capital projects are found as an attachment to this document. Following are some major changes since the last monthly report:

- Sundog Subdivision
  - Design has been received and is under review. MOU has been received from the GNWT and is also under review.
- Fire Hall/Town Hall Demolition
  - Working with successful proponent on scheduling for 2023 abatement.
- Lift Station 4
  - Work to repair and install grinder pump in wet well completed. Continuing to work through list of deficiencies with contractor.
- Municipal Solid Waste Facility
  - Draft study for new location has been received and reviewed. Consultant will issue final report based on comments.
- Drone for Flood Monitoring
  - Drone has been received. Working on operator training and eliminating the restrictions around the airport.

### Solid Waste Facility Operations:

- Ongoing operations and maintenance activities

### Water License Activities:

- Regular monitoring programs - Ongoing
- Development of annual report – Ongoing
- Submitted Water Treatment Plant O&M Plan to Water Board – Waiting on board comments
- Post-Fire Monitoring Study V2 – Submitted for comments



# REPORT TO COUNCIL

**DEPARTMENT:** Public Works

**DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** Public Works Monthly Report for March 2023

- Biennial Geotechnical Inspection Report planning (Lagoon) – Ongoing
- 

## **Public Works Daily Operations and Completed Work Orders**

### **Water and Sewer:**

- Month end reads – **Complete**
- Water meter reads – **Complete**
- Steamed and Flushed manhole on North end of Woodland Drive x 3 – **Complete**
- Steamed and Flushed manhole on East end of Morin Place – **Complete**
- Watermain repairs on Gaetz Drive – **Complete**
- Watermain repairs on Woodland near Robin Cres - Ongoing
- Waterline repairs at water reservoir – **Complete**
- Reservoir fill line leak isolated and redirected to other line – **Complete**
- Support repairs to Lift Station 4 (by others) – **Complete**
- Sampling and water reporting – Ongoing
- Daily inspections of Lift Stations, WTP and Reservoir – Ongoing

### **Roads & Ditches**

- Snow dumps pushed up – **Complete**
- Snow clearing at Fisherman's Wharf Pavilion – **Complete**
- Trimming overhanging trees various locations – **Complete**
- Clearing snow from ditches and removing piles throughout town in preparation for spring melt– Ongoing
- Road and parking lot sanding as required – Ongoing
- Snow Clearing as required – Ongoing

### **Equipment Maintenance**

- New seat for CAT Loader – **Complete**
- Hose replacement Case Loader – **Complete**
- Window repairs Case Backhoe – **Complete**
- Street sweeper seasonal service - Ongoing
- Passenger Truck servicing – Ongoing
- Hearse maintenance – Ongoing

### **Facilities Management / Miscellaneous**

- Secure NFTI buildings – **Complete**
- Painting at WTP - **Complete**
- Building additional barricades in preparation for breakup – **Complete**
- Doorway and sidewalk snow clearing and sanding (All Facilities) – Ongoing



## REPORT TO COUNCIL

**DEPARTMENT:** Public Works

**DATE:** April 3<sup>rd</sup>, 2023

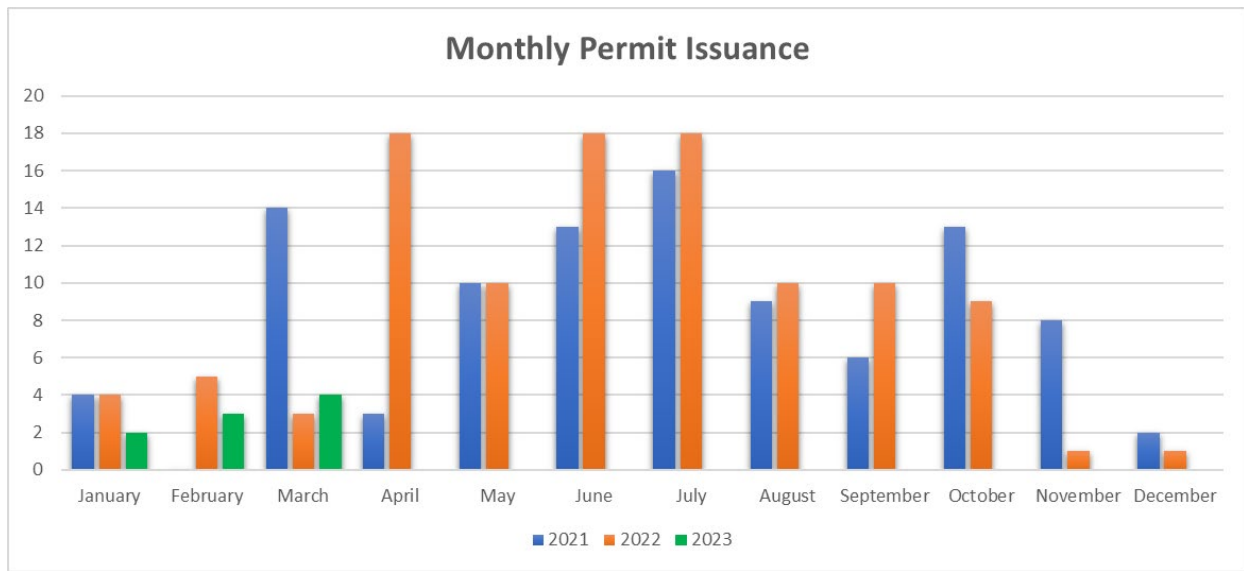
**SUBJECT:** Public Works Monthly Report for March 2023

### Development Permits

- Stop work notice issued to local company for development without permit.
- The following permits were issued for the month of February 2023:

DATE	DEV #	CIVIC ADDRESS	DESC. OF WORK
March 10 2023	D23-007	3 McBryan Drive	Business License
March 16 2023	D23-008	7 McBryan Drive	Single Family Dwelling
March 21 2023	D23-009	12 Wild Current Court	Business License
March 22, 2023	D23-013	18 Riverbend Road	Garage

- Updated monthly totals by year as follows:



### **COUNCIL POLICY / STRATEGY OR GOAL:**

N/A



# REPORT TO COUNCIL

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**DEPARTMENT:** Public Works

**DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** Public Works Monthly Report for March 2023

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## 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:

- Project Status Update Spreadsheet March 2023

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**Prepared by:**  
Bradley Harrison  
Director, Public Works and Services  
March 29, 2023

**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
March 29, 2023



## REPORT TO COMMITTEE

**DEPARTMENT:** RECREATION & COMMUNITY SERVICES **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

### RECOMMENDATION:

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

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report entitled "Recreation and Community Services Monthly Report" for March 2023 as presented.**

### BACKGROUND:

## Recreational Programming

### After School Programming

After School Club continued throughout the month of March. Registered attendance decreased slightly this month when compared to February. Registration was approximately 70% full for Mondays through Thursdays and was 85% full on Fridays. There are 7 youth registered for After School Club on Mondays, 5 registered on Tuesdays, 9 registered on Wednesdays, 7 registered on Thursdays and 17 registered on Fridays. The After School Club has the capacity to host 10 youth from Monday to Thursday and 20 youth on Fridays. The Recreation Programming Supervisor has created partnerships with other community groups to offer special programming to After School Club participants, including weekly visits to the NWT Centennial Library.

After School Club is 100% funded through grants, namely the Child and Youth Resiliency Grant and the Youth Contribution Grant from Municipal and Community Affairs. Funding is used to purchase program supplies and offset the cost of Play Leader staff wages.

### Fitness Programming

Fitness class attendance decreased through the month of March with a total of 115 participants attending fitness classes. Two contracted fitness instructors took time off this month and cancelled several of their classes, which is likely the cause of the decrease in fitness class attendance. Fitness programming attendance was also lower this month when compared to March 2022, where the total number of participants in all fitness classes was 181. Attendance at virtual fitness programming decreased in March with a total of 5 participants attending virtual fitness classes, compared to a total of 8 virtual fitness class participants attending classes in February. Additional advertising for virtual programming will continue into April.

One additional instructor-led spin class was introduced by a contracted fitness instructor. Attendance at this class is expected to increase as community members become aware and



## REPORT TO COMMITTEE

**DEPARTMENT:** RECREATION & COMMUNITY SERVICES **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

familiar with the program. Hay River Community Centre fitness programming schedule currently includes 6 instructor-led yoga classes and 5 instructor-led spin classes.

The Recreation Programmer has begun online and practical training toward a fitness instructor certification. Additional instructor-led fitness classes will be added to the regular fitness schedule once this certification is achieved. One of the Department's contracted yoga instructors has also begun online training for Aquafit instructor certification. Once this is complete, Aquafit classes will be added to the regular fitness and aquatic center schedules. The Recreation Programmer has increased advertising and recruitment efforts to train and certify more residents as certified fitness instructors. One individual has expressed interest.

### **Community Programming**

#### **Full Moon Snowshoe:**

Full Moon Snowshoe was cancelled this month as the Hay River Ski Club was unable to find a ski club member to guide the event. The Recreation Programmer has reached out to the Hay River Ski Club to gauge the plausibility of running one last Full Moon Snowshoe at the beginning of April.

#### **Public Skating & Shinny:**

Junior Shinny and public skating ice times remained popular in March, although attendance decrease as compared to previous months. Two hundred individuals attended public program ice times, as compared to 390 individuals in February and 248 in January. It should be noted that March 2023 public program attendance was higher than the 12-month average of 141 individuals per month.

Two school groups booked weekly public skating times throughout the 2022-23 ice season, which has contributed to overall public skating attendance. Additionally, there are generally 2 to 3 one-time only school group skating bookings each week.

#### **Participation Community Better Challenge:**

The Hay River Community Centre has been awarded a \$5,000 grant from Participation to run community programming in June, during Participation's Community Better Challenge. This grant will be used to develop low cost and/or no cost physical activity programming for community members of all ages, in hopes of winning this year's Community Better Challenge.

#### **Try Ringette with Ringette Canada:**





## REPORT TO COMMITTEE

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**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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The Hay River Community Centre partnered with Ringette Canada to offer “Try Ringette” sessions at the Aurora Ford Arena as well as at the Fishermen’s Wharf Pond hockey rinks. Approximately 12 individuals participated in the March 22<sup>nd</sup> to 24<sup>th</sup> sessions which were sponsored by Ringette Canada and free to participants.

### Table Tennis Clinic:

Table Tennis North offered table tennis sessions at the Hay River Community Centre on March 22<sup>nd</sup> and 23<sup>rd</sup>. These sessions were free to participants and were coached by Team NWT’s Canada Winter Games coach.

### Huskies Hockey: First Bite:

Department of Recreation staff partnered with Hay River Minor Hockey to offer Huskies Hockey: First Bite, a free single day “try hockey” event aimed at increasing registration numbers in the U7 & U9 age categories next hockey season. Hay River Minor Hockey rented the ice for this event with the Hay River Community Centre providing advertising, as well as skate and helmet rentals as necessary. Approximately 20 youth participated in the event, with several families indicating that they will register for the 2023-24 hockey season.

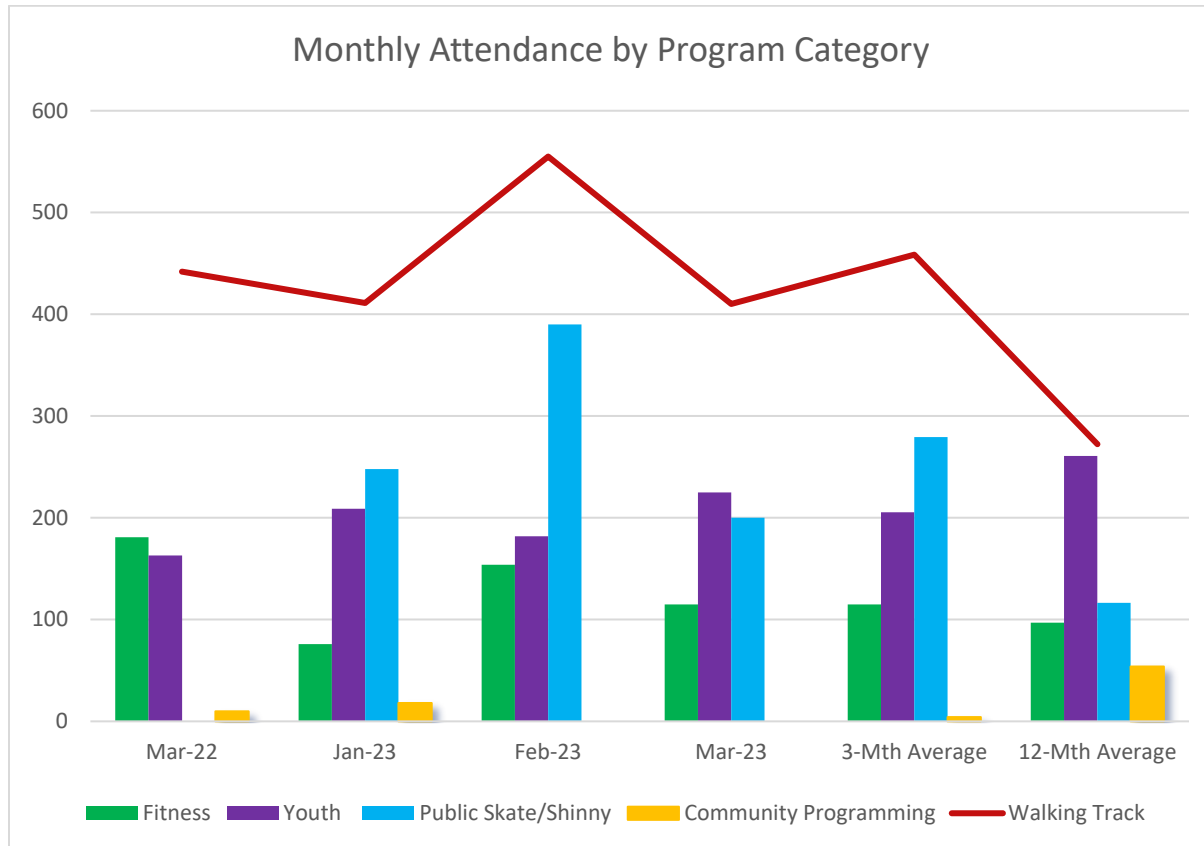
### Recreation Programming Statistics



## REPORT TO COMMITTEE

**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

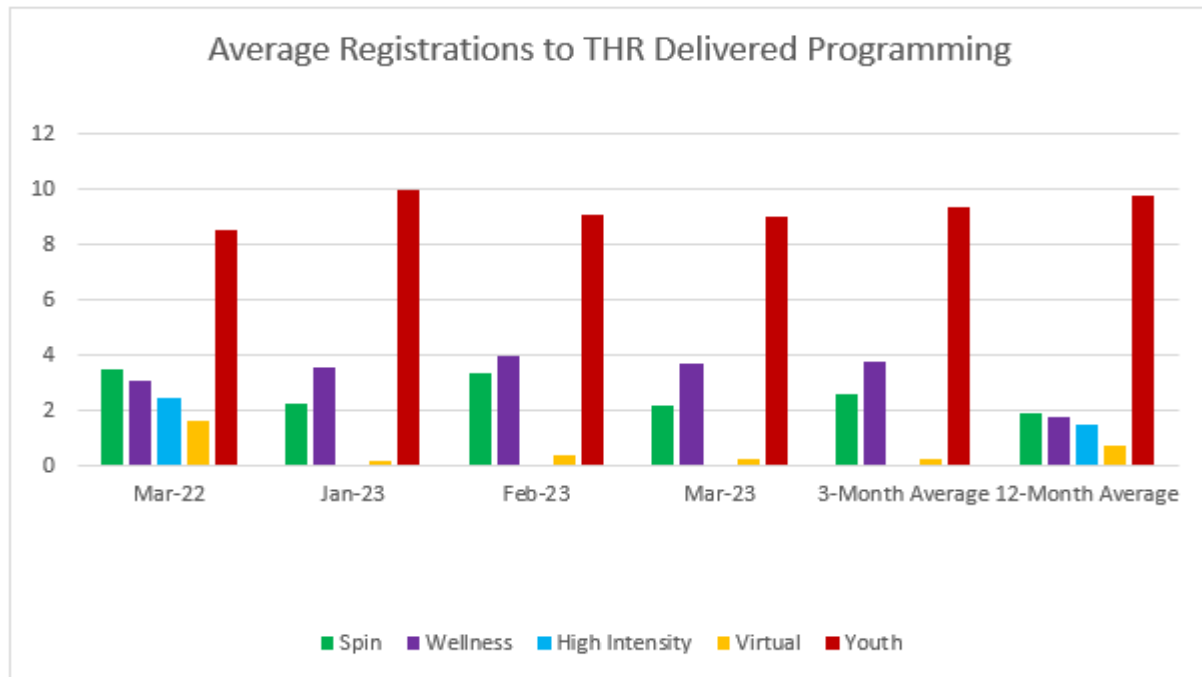




## REPORT TO COMMITTEE

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: April 3<sup>rd</sup>, 2023

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT



### Aquatics

#### General

The aquatic centre continues to run smoothly with minimal issues. Patrons are satisfied with pool temperatures and chemicals remain steady and within allowable ranges.

#### Staffing

The Don Stewart Aquatic Centre continues to be fully staffed with 3 full time lifeguards and 7 casuals. In-service training sessions occur monthly for all staff.

Staff in-service training was held the afternoon of March 10th. Training included safety discussions regarding procedures for dealing with a pool fouling and how to handle finding loose needles, as well as staffing during spring break. An in-water component included fitness and team building activities.

Senior Lifeguards have been enrolled in an online Pool Operator Level 1 certification. This will be occurring in May and June and will give them better insight into pool operations. Topics include water circulation/filtration, basic pool chemistry, water balance, pool diseases and water testing.



## REPORT TO COMMITTEE

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**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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### **Attendance**

The Don Stewart Aquatic Centre hosted 1,632 swimmers in March (as of March 28<sup>th</sup>). This was an increase from 1,546 swimmers in February and 1,350 swimmers in January. *Monthly Swimmer Demographics* (below) shows swimmer attendance increasing steadily and consistently in most categories for the past 6 months.

Total attendance for March is also higher than the previous 12-month average of 1280 swimmers. When compared to March 2022 statistics, the most significant increase noted is for open swim, which increased by 215. Post pandemic data appears a good indicator that residents have increased use of facilities and physical activity. Consistent staffing, program schedules and fewer service interruptions also likely contribute to increased swimmer numbers.

The weekend of March 3<sup>rd</sup> to 5<sup>th</sup> was a busy weekend as Hay River Minor Hockey Association hosted 13 teams in a U7 and U9 hockey tournament. Attendance during this weekend was high as 11 out-of-town teams made use of the facility. There were also several instances of local daycares and school groups using the aquatic centre during the month of March.

### **Swimming Lessons**

The last session of swimming lessons finished the week of March 6<sup>th</sup>. There were 41 children registered in 15 classes. 12 out of 21 children in Swimmer level classes (ages 6+) completed their levels for a completion rate of 57%. 11 out of 20 in Preschool level classes (ages 3-5) completed their levels for a completion rate of 55%.

The next session will begin the week of April 24 and will run during 3 consecutive weeks in order to hopefully finish up prior to any flood related closures.

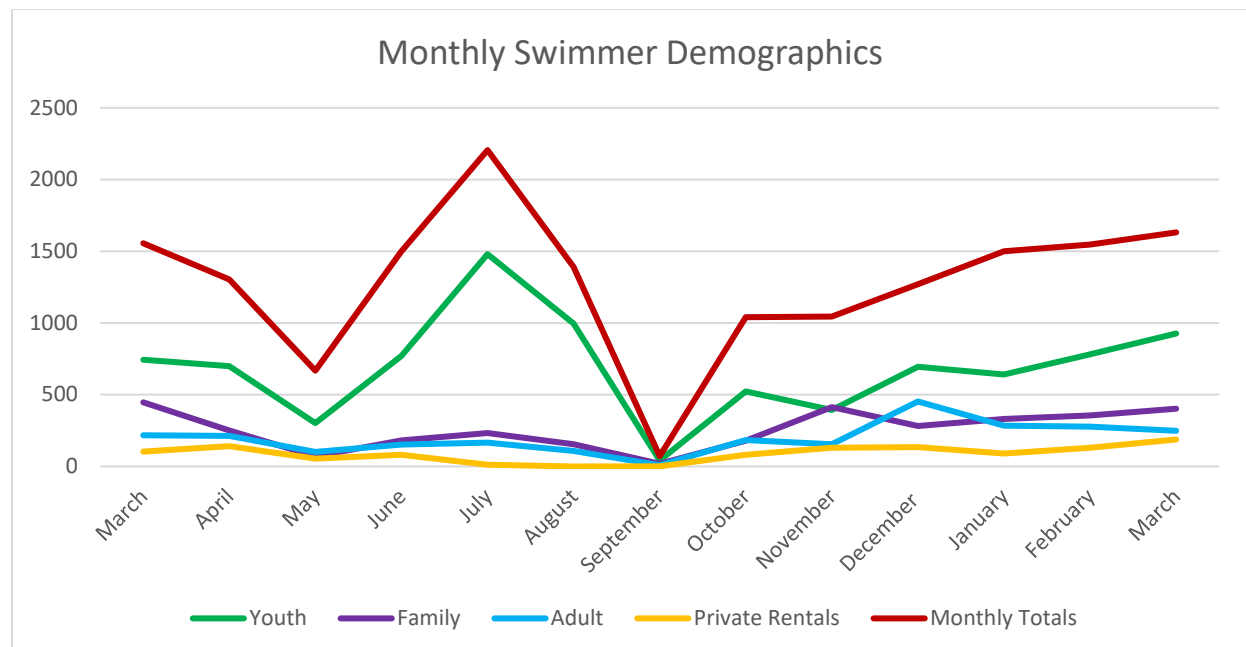
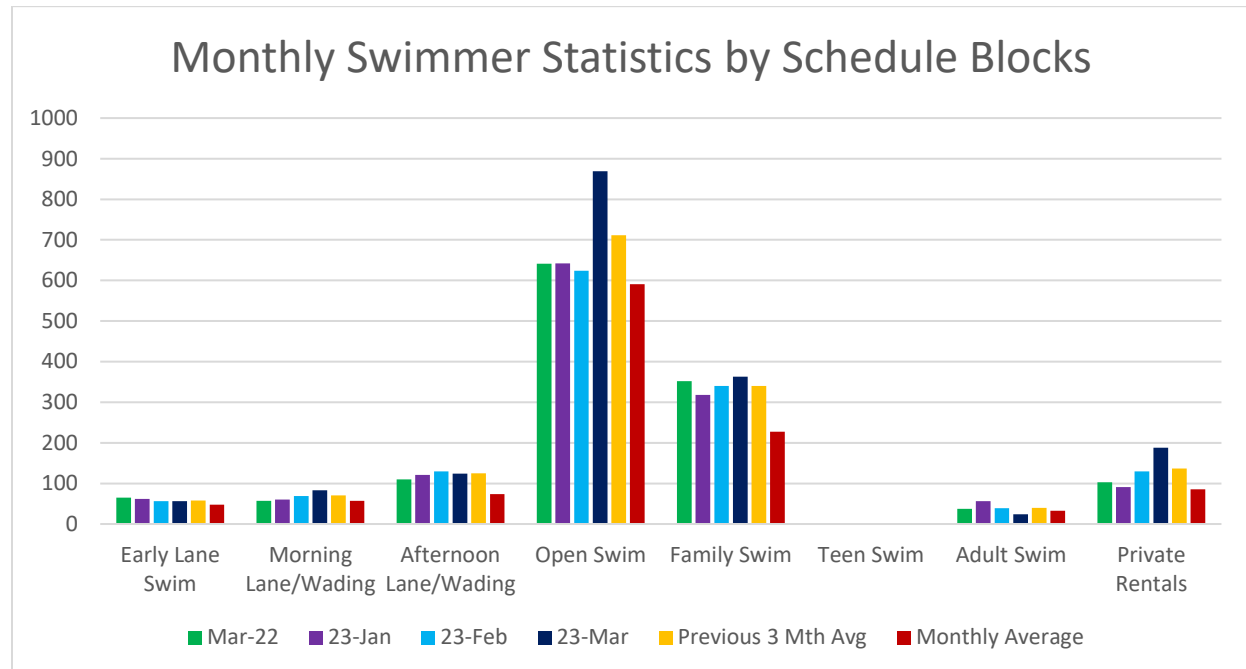


# REPORT TO COMMITTEE

DEPARTMENT: RECREATION & COMMUNITY SERVICES DATE: April 3<sup>rd</sup>, 2023

SUBJECT: RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

## Don Stewart Aquatic Centre Statistics





## REPORT TO COMMITTEE

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**DEPARTMENT:** RECREATION & COMMUNITY SERVICES    **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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### Facilities and Maintenance

#### Recreation and Aquatic Centre:

##### Don Stewart Aquatic Centre:

- Weekly walkthrough of aquatic centre with Maintenance and Aquatics staff
- Increase in weekly vacuuming of pool and hot tub
- Monitoring weather conditions for frost and humidity in air handlers – daily checks and maintenance required
- Snow and ice clearing at Community Centre
- Leaking ceiling space in aquatics office being monitored
- Broken hot tub chlorine pump changed out by maintainer

##### Aurora Ford Arena and Hay River Curling Club:

- Routine daily ice maintenance and weekly measurements
- Weekly ice taps and ice edging as part of regular ice maintenance
- Ice resurfacer vertical auger being monitored

##### Other Community Centre Maintenance Items:

- Ongoing building inspections, preventative maintenance, etc.
- Monthly fire extinguisher and safety checks
- Snow and ice removal around the building
- Increased frequency of room rentals requiring setup (i.e. birthday parties and meetings)
- Implementation of additional daily preventative maintenance checks and routines
- Support hockey tournaments and weekend special event rentals
- Local locksmith hired to train staff (i.e. door mechanism servicing and repairs)
- Repair 2 broken sheets of glass in ice rink
- Booked annual inspections of fire suppression and fire alarm systems
- Ordered belts and filters for all air handler units

#### Parks and Greenspaces:

- 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
  - Weekly checks of offsite facilities and assets
  - Weekly greenspace checks for garbage damage and any other issues
  - Set up and support of annual Polar Pond Hockey event
  - Gathered all hanging baskets to be shipped out for annual flower order
  - Ice maintenance of outdoor rinks
-



## REPORT TO COMMITTEE

**DEPARTMENT:** RECREATION & COMMUNITY SERVICES **DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** RECREATION & COMMUNITY SERVICES ACTIVITY REPORT

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

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

**Prepared by:**  
Stephane Millette  
Director Recreation and Community Services  
Date: March 29<sup>th</sup>, 2023

**Reviewed by:**  
Glen Smith  
Senior Administrative Officer  
Date: March 29<sup>th</sup>, 2023



# REPORT TO COMMITTEE

**DEPARTMENT:** TOURISM AND ECONOMIC DEVELOPMENT **DATE:** APR 3<sup>rd</sup> 2023

**SUBJECT:** TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

## RECOMMENDATION:

**MOVED BY: CLLR CHAMBERS**

**SECONDED BY: DEPUTY MAYOR DOHEY**

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

## BACKGROUND:

### **Tourism & Economic Development Activity:**

- All edits and updates for the Hay River Activities Brochure, 2023 Town of Hay River Itineraries Booklet, Town of Hay River Conference Planner, Hay River Visitors Guide 2023, have been submitted and gone to print. Copies are later in this report.
- The Hay River Recreation Programming and Facilities pamphlet has been submitted and are waiting for printing.
- The Calgary outdoor adventure show was successful with over 13,000 potential tourists passing through this show. Numerous connections were made which should have a significant positive impact on the upcoming season.
- Investigation is underway to leverage the work of Fort Simpson who have put low risk tourism guides in their community under an insurance umbrella. Fort Simpson uses their existing blanket Insurance to cover local tour guides in their community.
- Funding of \$50,000 has been approved for 1 year of Community Tourism Coordinator grant with a deadline of March 31, 2024. ITI though, has put in a request to have the CTC program extended to a 2-year program ending March 31, 2025. ITI will let the town know as soon as they can whether it has been extended.
- Funding has been approved for up to \$10,000 through the ITI Marketing Assistance for Tourism grant. This grant will be primarily used for the Tourism Website development and work needs to be completed by March 31, 2024.

### **Upcoming Events/Contests:**





# REPORT TO COMMITTEE

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**DEPARTMENT:** TOURISM AND ECONOMIC DEVELOPMENT      **DATE:** APR 3<sup>rd</sup> 2023

**SUBJECT:** TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

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- The South Slave Tourism Workshop is taking place April 20 - 22, 2023 in the Town of Fort Smith. Salt River First Nation has decided to host the South Slave Tourism Workshops and cover the cost for the entire \$50,000 to hold the event. Early Bird tickets for \$100 will be available to purchase until April 1st, 2023. Hay River and Fort Smith Tourism will be supporting this event as well, providing services and assistance as required.

## **Tourism Projects:**

### **Tourism Website**

Writing the Lure Copy – The lure copy has been written for the 60 pages of the Tourism Website. The informational sections are being provided by the town to the web developers to be formatted and uploaded on to the site. The work on the brochures and pamphlets will provide ample information that can be reused.

### **Town of Hay River Promotional Literature**

All Town of Hay River promotional literature has been completed and most were used at the Calgary Outdoor and Adventure Show.

### **Wayfinding Plan**

The Wayfinding Plan is complete, and a number of road and trail signs have been ordered to be installed later this spring. Council had an opportunity earlier to review the street signs.

### **Social Media Strategy**

Funded by CANNOR grant funding, a consultant will assist the Town with a strategy that will support the rollout of the new Tourism website. This work has not been started but is intended to be complete by the end of April 2023.



# REPORT TO COMMITTEE

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DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT      DATE: APR 3<sup>rd</sup> 2023

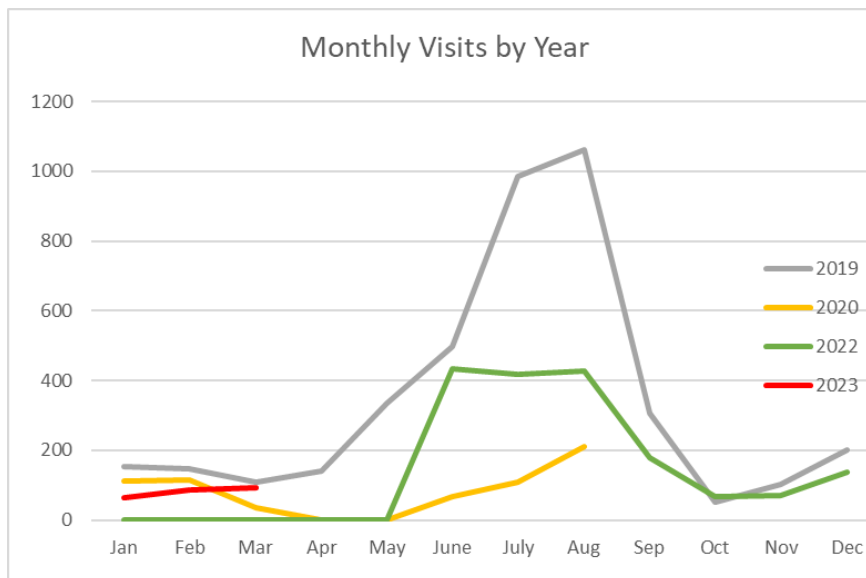
SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

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## Key Performance Indicators:

### Visitor Information Centre Visitation

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

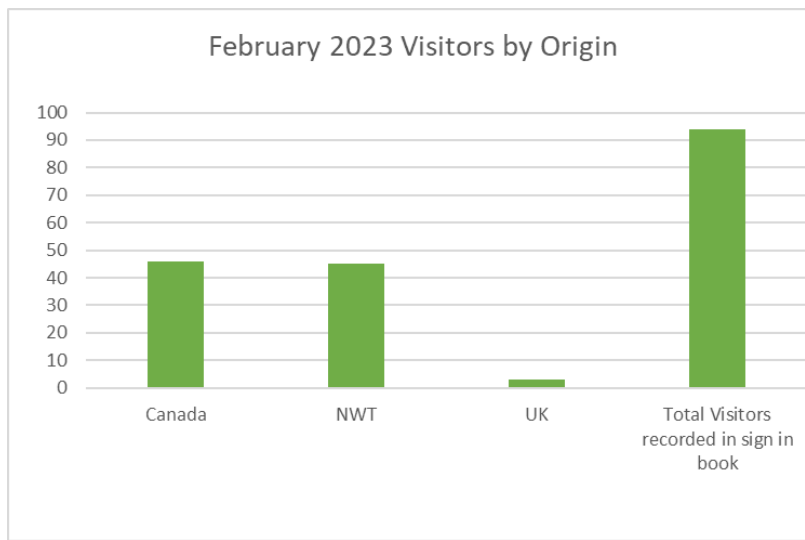




# REPORT TO COMMITTEE

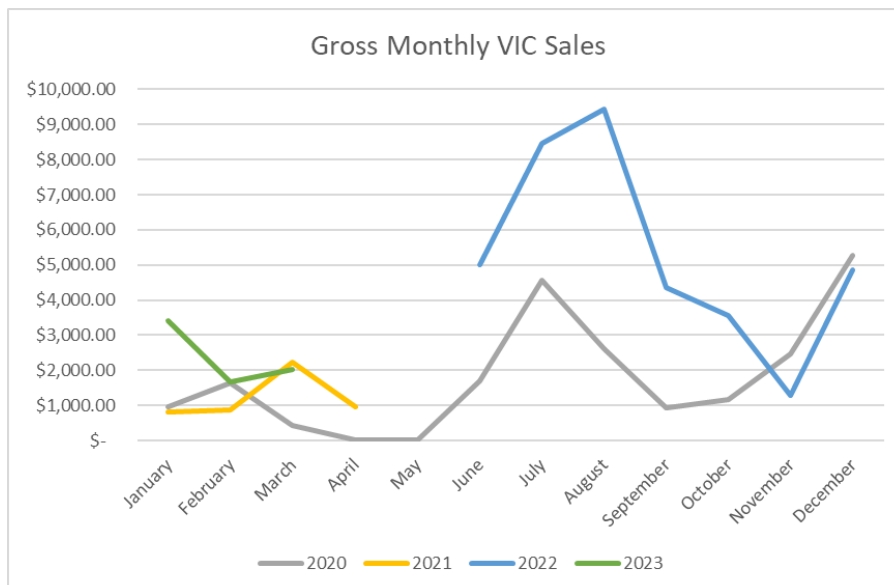
DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT DATE: APR 3<sup>rd</sup> 2023

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT



## Gift Shop Sales

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



## Business License Sales

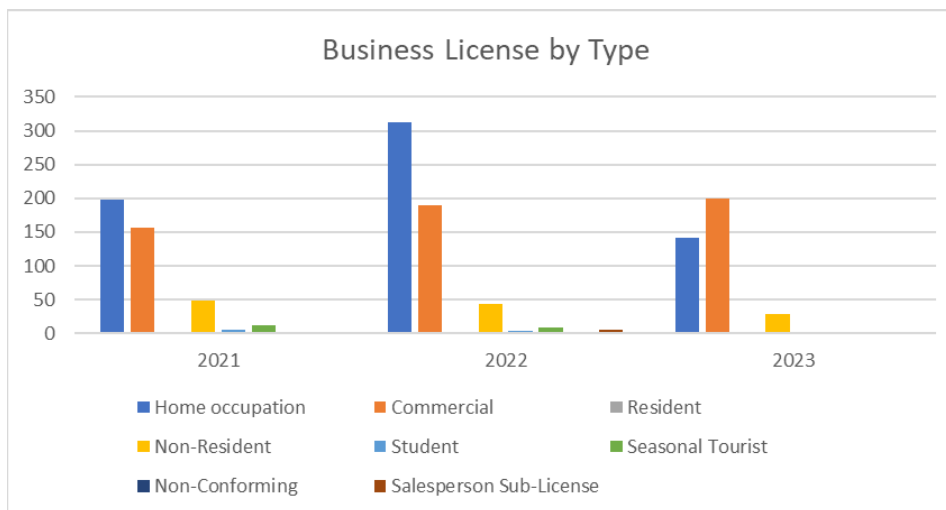
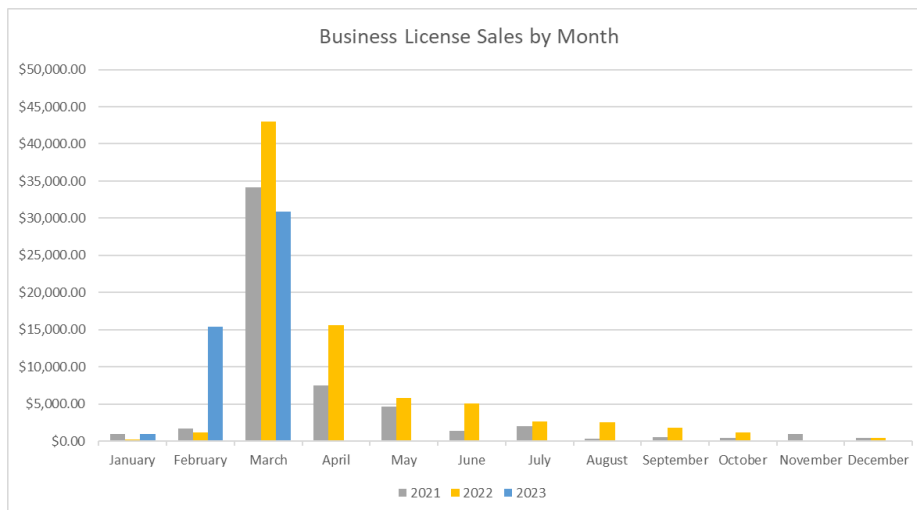


# REPORT TO COMMITTEE

DEPARTMENT: TOURISM AND ECONOMIC DEVELOPMENT

DATE: APR 3<sup>rd</sup> 2023

SUBJECT: TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT



## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A



# REPORT TO COMMITTEE

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**DEPARTMENT:** TOURISM AND ECONOMIC DEVELOPMENT      **DATE:** APR 3<sup>rd</sup> 2023

**SUBJECT:** TOURISM AND ECONOMIC DEVELOPMENT MONTHLY REPORT

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**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

- 2023 Discover Hay River Activities Brochure
- 2023 Hay River conference Planner
- 2023 Hay River Itineraries Booklet

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**Prepared by:**

Jill Morse  
Tourism and Economic Development Coordinator  
Date: April 3, 2023

**Reviewed by:**

Patrick Bergen  
ASAO Town of Hay River  
Date: April 3, 2023



## REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 3<sup>rd</sup>, 2023

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT

### RECOMMENDATION:

MOVED BY: CLLR DUFORD  
SECONDED BY: CLLR CHAMBERS

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the Emergency Services Activity Report for March 2023 as presented.

### BACKGROUND:

#### Summary:

Monthly Stat Summary	
EMS Calls	41
False Alarms	4
Fires	1
Rescue	0

The Director of protective service has been preparing for the 2023 break-up season. The Director developed a tabletop exercise comprising 3 different types of evacuation scenarios that we may see with break up. The break-up planning group has practiced all 3 scenarios for preparedness. There were 8 different review stages of the emergency plan, and the final version was brought to the council for approval. There have been several meetings in the month of march to clarify roles and responsibilities with different government departments involved in the operation. We also held our public meeting, where the Director prepared and spoke to the review of the 2022 flood and discussed lessons learned and changes to this year's emergency plan and preparedness. Two new sensors were installed out and monitoring sites, and we will be working to bring them online next month in April. We plan to meet with the community emergency management committee in early April to do a tabletop exercise with the committee.

The Director has also been working with the safety program consultant on the presentation to the council that was delivered to the council on march 20<sup>th</sup>. Along with reviewing various documents such as policies and working forms as the program develops. This work will continue throughout the summer through some of the stop-gap measure implementations.



# REPORT TO COMMITTEE

**DEPARTMENT: PROTECTIVE SERVICES**

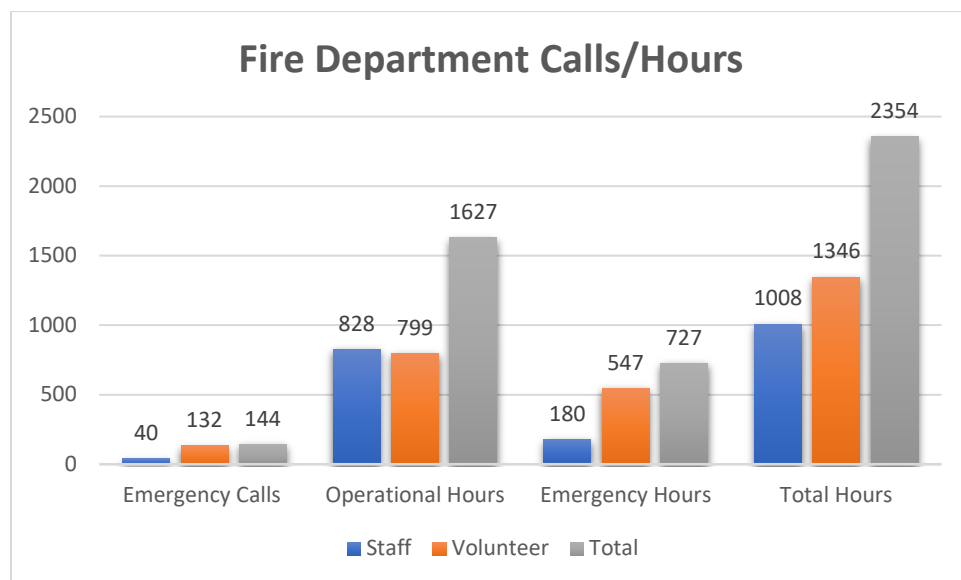
**DATE: April 3<sup>rd</sup>, 2023**

**SUBJECT: EMERGENCY SERVICES MONTHLY REPORT**

The Director met with the Fire Wise Consultants group on the initial phase of the Fire Department review. In addition, there was a face-to-face meeting with the Director and the SAO to provide perspective on department operations and demand.

The fire department had 7 students trained on a class F2 fireworks display assistant course to be able to help with future fireworks displays. The 1001 students also trained on a practical skills weekend covering multiple skills over 2 full days.

## STATISTICS



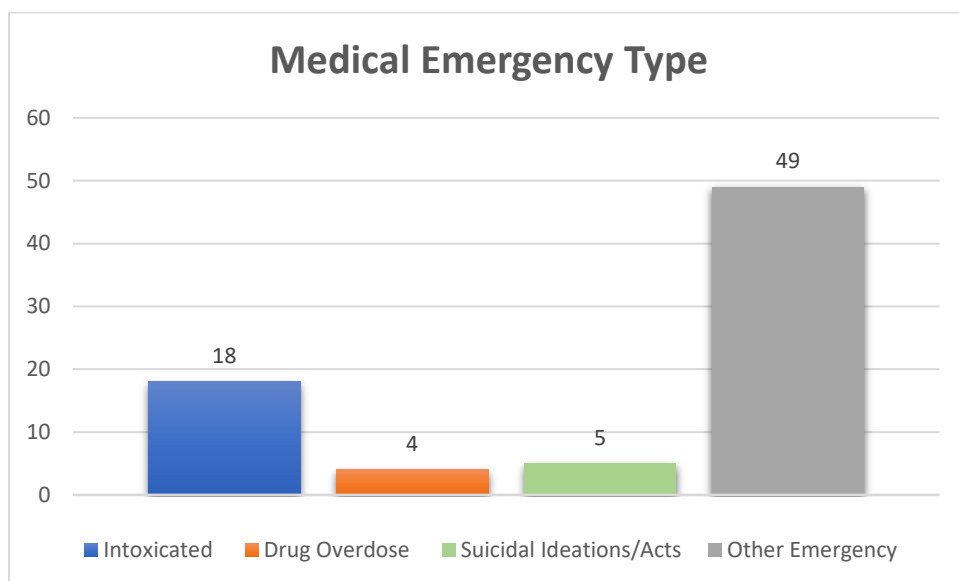
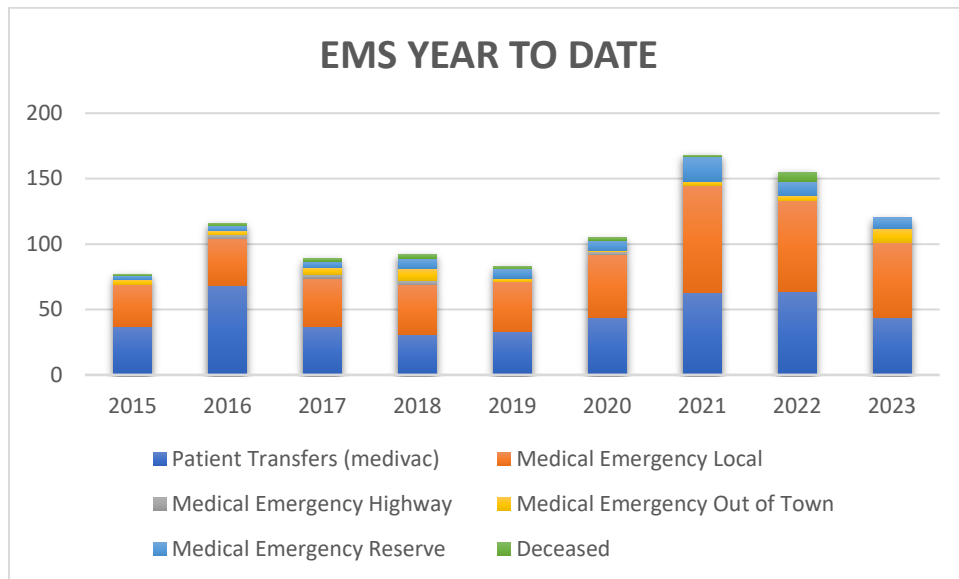


# REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 3<sup>rd</sup>, 2023

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT





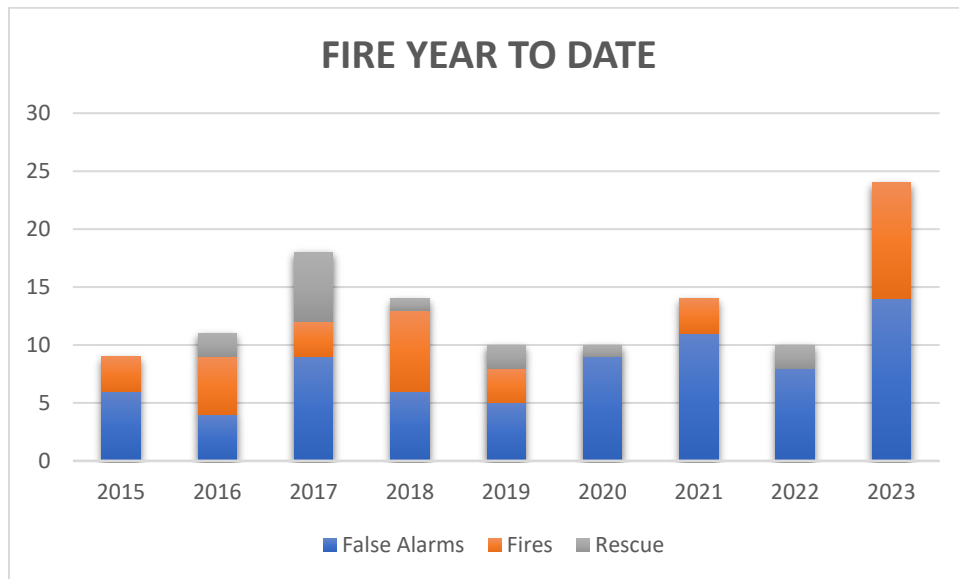


# REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 3<sup>rd</sup>, 2023

SUBJECT: EMERGENCY SERVICES MONTHLY REPORT





# REPORT TO COMMITTEE

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**DEPARTMENT: PROTECTIVE SERVICES**

**DATE: April 3<sup>rd</sup>, 2023**

**SUBJECT: EMERGENCY SERVICES MONTHLY REPORT**

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## **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:**

None

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**Prepared by:**

Travis Wright  
Director Protective Services/Fire Chief  
Date: March 31<sup>ST</sup>, 2023

**Reviewed By:**

Glenn Smith  
Senior Administrative Officer  
Date: March 31<sup>ST</sup>, 2023



# REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 3<sup>rd</sup>, 2023

SUBJECT: MUNICIPAL ENFORCEMENT REPORT

## RECOMMENDATION:

MOVED BY: DPEUTY MAYOR DOHEY  
SECONDED BBY: CLLR DUFORD

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the Municipal Enforcement Report for March 2023 as presented.

## BACKGROUND:

Monthly Stat Summary	
Animal Control	24
Traffic	10
Snow	35
Other	2

Protective Services has been working to ensure that vehicles are not parked or abandoned on the roadways or Town property. Protective Services has been working with residents and owners to gain compliance in dealing with these vehicles in a timely and cost-efficient manner. Several vehicles have been towed away due to the owners being non-compliant, while some have been moved off the roadways as well from compliant owners.

Snow-clearing issues continue to be monitored and addressed to ensure that sidewalks are being cleared for safe walking paths and driveways are not cleared onto the street. Co-operation and compliance from residents are being met, making our streets and sidewalks safer for warmer weather.

Animal activity is increasing due to warmer weather arriving, and residents are encouraged to make sure that they keep their animals tied up or secure in their yards. In addition to this, residents are encouraged to make sure that these areas are cleaned as the snow melts to ensure sanitary conditions for the animals. Patrols have been increased in areas with higher reported issues.

### School Safety

The Protective Services Specialist continues to monitor and patrol the school zones during peak times to ensure motorists comply with regulations to ensure the safety of school zones. Drivers are actively encouraged to ensure that windshields are clear of ice and frost due to fluctuating temperatures.

### Upcoming Goals



# REPORT TO COMMITTEE

**DEPARTMENT: PROTECTIVE SERVICES**

**DATE: April 3<sup>rd</sup>, 2023**

**SUBJECT: MUNICIPAL ENFORCEMENT REPORT**

Spring break-up preparations for EMO continue to be a priority. Research for potential improvements to bylaws is being done when time permits.

## **Emergency Services**

The Protective Services Specialist has continued to assist in preparing emergency and EMO monitoring equipment for spring break up and helping with training and activities for the current 1001 Training program.

<b>COUNCIL POLICY / STRATEGY OR GOAL:</b>	
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*Strategy:*

*Goal:*

<b>APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:</b>
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All applicable Bylaws and Territorial Legislation

<b>FINANCIAL IMPLICATIONS:</b>
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N/A

<b>ALTERNATIVES TO RECOMMENDATIONS:</b>
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N/A



# REPORT TO COMMITTEE

DEPARTMENT: PROTECTIVE SERVICES

DATE: April 3<sup>rd</sup>, 2023

SUBJECT: MUNICIPAL ENFORCEMENT REPORT

## ATTACHMENTS:

OFFENCE	INQUIRY	INVESTIGATED (NO SUBSTANTIATION)	WARNINGS (VERBAL, LETTER OR VISUAL)	FINES / ENFORCEMENT	OTHER ACTION
<b>Animal Control Bylaw</b>					
Animal Abuse/Welfare	5	3	1	0	1
Barking Dogs	8	3	2	0	3
Dog Attack	1	0	1	0	0
Dog Bites	2	1	0	0	1
Loose Cat/Dog	21	6	5	2	8
Sled Dog Complaints	0	0	0	0	0
Miscellaneous	7	3	0	0	4
<b>Business License</b>					
No Business License	1	1	0	0	0
Operating business not as permitted	1	0	1	0	0
<b>Traffic Bylaw</b>					
Vehicle/Trailer Parking	30	2	9	14	5
ATV/Snow Machine	1	1	0	0	0
Fail to Stop (Sign or Light)	0	0	0	0	0
Distracted Driving	1	0	0	1	0
Drive w/o lights during low visibility	0	0	0	0	0
Speeding	4	0	1	1	2
Speeding (School/Construct/Industrial)	1	1	0	0	0
Suspected Impaired Driver	0	0	0	0	0
Miscellaneous	5	0	1	2	2
<b>Unightly Bylaw</b>					
Overgrown Trees	0	0	0	0	0
Long Grass & Weeds	0	0	0	0	0
Garbage	3	0	0	1	2
Miscellaneous	2	0	1	0	1
<b>Taxi Bylaw</b>					
Taxi Not Available	0	0	0	0	0
No Brokerage/ Business Licence	1	0	1	0	0
Fail to carry/No Taxi/Chauffer Permit	1	0	1	0	0
<b>Noise Abatement Bylaw</b>					
Noise Complaint	1	0	0	1	1
<b>Snow Removal Bylaw</b>					
Sidewalks not cleared	120	1	106	12	1
Driveway cleared on to street / sidewalk	5	1	3	0	1
Snow being put on private property	0	0	0	0	0
Miscellaenous	0	0	0	0	0
<b>TOTAL</b>	<b>223</b>	<b>23</b>	<b>133</b>	<b>34</b>	<b>33</b>



# REPORT TO COMMITTEE

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**DEPARTMENT:** PROTECTIVE SERVICES

**DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** MUNICIPAL ENFORCEMENT REPORT

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**Prepared by:**

Jonathan Wallington  
Protective Services Specialist  
Date: March 29<sup>th</sup>, 2023

**Reviewed By:**

Travis Wright  
Director, Protective Services  
Date: March 29<sup>th</sup>, 2023



# REPORT TO COMMITTEE

DEPARTMENT: ADMINISTRATION

DATE: April 3<sup>rd</sup>, 2023

SUBJECT: LETTER OF SUPPORT FOR HAY RIVER MUSEUM SOCIETY

## RECOMMENDATION:

MOVED BY: CLLR DUFORD  
SECONDED BY: CLLR CHAMBERS

THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs Administration to draft a letter supporting the Hay River Museum Society's application for Education, Culture and Employment Heritage Centre Operating Funding.

## BACKGROUND:

The Hay River Museum Society is applying to a funding program from ECE called Heritage Centres Operating Funding in the amount of \$160,000. The funding they are seeking will go towards assisting with their operating cost.

There is no conflict with the Town in terms of this funding program as the Town does not submit an application under this program.

## 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 Request

**Prepared by:**  
Stacey Barnes  
Council Administrator  
April 22, 2022

**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
April 22, 2022



# REPORT TO COMMITTEE

**COMMITTEE: RECREATION DEPT**

**DATE: 04/03/2023**

**SUBJECT: RECREATION RATES - BY-LAW 2431 FEES AND CHARGES**

## **RECOMMENDATION:**

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

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report to Council on the proposed amendment to the Fees and Charges Bylaw 2431 as recommended by the Town's Recreation Committee and Council's Finance Committee as information.**

## **BACKGROUND:**

The Recreation Committee met November, December and January to review and update 2023 recreation rates as per the 2016 Recreation Policy's indication that rates be reviewed and approved annually by Council.

The Finance Committee of Council also met on March 16, 2023, to review the recommendations made by Town staff and the Recreation Committee regarding 2023 recreation rates and fees.

Rates and fees being proposed are based on feedback received from Department of Recreation staff, the Town's Recreation Committee, representatives of local community groups and patrons of the Town's recreation facilities.

The Recreation Committee reviewed the rates and is recommending the following changes, to be followed by public communication to local businesses and residents.

Summary of changes to Recreation Rates Schedule:

- Overall net zero increase to Department of Recreation rates and fees for 2023.
  - Age categories changed for drop-in rates:
    - o Toddler category created (no charge for under 2yrs old)
    - o Student rate changed to 13yrs & up
  - Introduction of prime and non-prime ice rental fees.
  - Introduction of a family/youth full pool rental fee.
  - Introduction of event planning/coordination fees.
  - Monthly "drop-in" memberships become "premium monthly memberships" which include:
    - o Free access to all drop-in programming (pool, skating, shinny hockey, etc.)
    - o No additional fees for fitness classes, swim lessons and special event activities.
- \*\* Additional fees apply for After School Club and Summer Heat programs, though premium membership allows for of advanced registration.**





# REPORT TO COMMITTEE

**COMMITTEE: RECREATION DEPT**

**DATE: 04/03/2023**

## **SUBJECT: RECREATION RATES - BY-LAW 2431 FEES AND CHARGES**

As part of the consultation process, the Town's recreation rates were compared to:

- Rates and fees in 6 small communities in the NWT and Northern Alberta.
- Rates and fees at 7 medium to large recreation complexes in the NWT and Alberta.

Historical rate increases from 2012 to 2022 were also compared to CPI inflationary trends for the past 10 years. An average rate increase of 12% in 2012 and a 10% increase in 2020 appear to align well with Canada's Consumer Price Index increases of 20% over the same period. The current inflationary period is unpredictable, but risky because fuel and energy rates have increased. Further review of inflation and utility rates will be needed for the review of 2024 rates and fees.

The 2023 Recreation Rates review, and consultation also included a cost recovery analysis based on 2015 to 2021 revenues and expenses. This review was the basis for 2023 budgeting, which projects a 25% cost recovery based on the rates and fees proposed in this report. Cost data from previous years is available in appendix.

### **COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

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

- Bylaw 2431 Fees and Charges

### **FINANCIAL IMPLICATIONS:**

The Town's Recreation Committee and the Finance Committee of Council are not recommending blanket increases to recreation rates and fees because it has identified sufficient revenues in the 2023 budgeting process to meet requirements of the cost recovery formula outlined in the Town of Hay River Recreation Policy.

### **ALTERNATIVES TO RECOMMENDATIONS:**

Increase rates by 2% based on a realistic projections of Canadian CPI annual inflation rates.

- Projected revenue increase: \$5,000/yr based on 2023 budgeted revenues.
- Projection does not consider economical barriers in accessing recreational programming due to current inflationary period.



# REPORT TO COMMITTEE

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**COMMITTEE: RECREATION DEPT**

**DATE: 04/03/2023**

**SUBJECT: RECREATION RATES - BY-LAW 2431 FEES AND CHARGES**

Increase rates by 10% to offset risk of current inflationary period.

- Projected revenue increase: \$5,000/yr based on 2023 budgeted revenues.
- Projection does not consider economical barriers in accessing recreational programming due to current inflationary period.

<b>ATTACHMENTS:</b>
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- Fees and Charges Bylaw – tracked changes
- Rates Comparison Worksheet
- Cost Recovery Analysis

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**Prepared by:**  
Stephane Millette  
Director of Recreation  
March 29, 2023

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**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
March 29, 2023



# REPORT TO COMMITTEE

**COMMITTEE:** TOURISM & ECONOMIC DEVELOPMENT

**DATE:** April 3, 2023

**SUBJECT:** Application for Tourism Operator License: Darrell's Welding Ltd. O/A Castaway Cottages and Campground

## RECOMMENDATION:

**MOVED BY:** CLLR DUFORD

**SECONDED BY:** DEPUTY MAYOR DOHEY

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER directs Administration to draft a letter supporting the application for Tourism Operator License: Darrell's Welding Ltd. O/A Castaway Cottages and Campground for "Community driving tours in the Hay River / Twin Falls / Kakisa day use park from January 1<sup>st</sup> to December 31<sup>st</sup>, 2023**

## BACKGROUND:

Consistent with the terms of the Tourism Act, Industry, Tourism and Investment (ITI) has reached out to the Town of Hay River to review an Application for a Tourism Operator License (TOL) that would have a potential impact to the community of Hay River and local tourism service providers. The application has been submitted to ITI by the licensed operator Darrell's Welding Ltd. O/A Castaway Cottages and Campground.

The application's amendment request outlines:

- *Community driving tours in the Hay River / Twin Falls / Kakisa day use park from January 1<sup>st</sup> to December 31<sup>st</sup>*

The Tourism and Economic Development Department has reviewed the application and recommends that the Council of the Town of Hay River support the amendment. The Tourism and Economic Development Department is aware of the operator and supports additional tourism opportunities being available in our region. The operator should be compliant with any Hay River bylaws including business licensing and appears to be compliant with NWT requirements for Insurance.

## COUNCIL POLICY / STRATEGY OR GOAL:

N/A

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

## FINANCIAL IMPLICATIONS:

N/A

## ALTERNATIVES TO RECOMMENDATIONS:



# REPORT TO COMMITTEE

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**COMMITTEE:** TOURISM & ECONOMIC DEVELOPMENT      **DATE:** April 3, 2023

**SUBJECT:** Application for Tourism Operator License: Darrell's Welding Ltd. O/A Castaway Cottages and Campground

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- Provide response to ITI that the Town of Hay River has concerns with the application.

<b>ATTACHMENTS:</b>
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- Letter from ITI Regarding Application for Tourism Operator License

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**Prepared by:**  
Patrick Bergen  
Assistant Senior Administrative Officer  
April 3, 2023

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**Reviewed by:**  
Glenn Smith  
Senior Administrative Officer  
April 3, 2023



# REPORT TO COMMITTEE

**DEPARTMENT:** ADMINISTRATION

**DATE:** April 3<sup>rd</sup>, 2023

**SUBJECT:** EXCUSED ABSENCE

## RECOMMENDATION:

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

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillors Wall and Groenewegen from the Standing Committee of Council, Monday, April 3<sup>rd</sup>, 2023.**

## BACKGROUND:

Councillors Wall and Groenewegen has asked to be excused from the Standing Committee of Council, Monday, April 3<sup>rd</sup>, 2023

## 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: April 3<sup>rd</sup>, 2023

**Reviewed by:**



# REPORT TO COUNCIL

**DEPARTMENT:** FINANCE & ADMINISTRATION

**DATE:** April 24<sup>th</sup>, 2023

**SUBJECT:** Motion of Approval 2022-23 Operations and Maintenance (O&M)  
Contribution Agreement

## RECOMMENDATION:

**THE COUNCIL OF THE TOWN OF HAY RIVER approves the Operations and Maintenance Contribution Agreement for 2023-24 in the amount of \$2,319,000 as recommended and reviewed by the Finance Committee.**

## BACKGROUND:

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

For this year April 1, 2023, to March 31, 2024, the agreement for Operations & Maintenance Funding is in the amount of \$2,319,000. This is an increase of \$54,000 and \$105,000 from the previous year and the 2023 budget respectively.

Once these agreements are signed, funding will flow monthly.

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Operations and Maintenance Funding for the current year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River O&M Budget for 2023

## FINANCIAL IMPLICATIONS:

\$2,319,000 for operating expenditures for the calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

Operations and Maintenance Contribution Agreement 2023-24

**Prepared by:**  
**Abena Nyarko**  
**Director of Finance and Administration**  
**April 14, 2023**

**Reviewed by:**  
**Glenn Smith**  
**SAO**  
**April 14, 2023**

**CONTRIBUTION AGREEMENT  
OPERATIONS AND MAINTENANCE**

**This Contribution Agreement package includes:**

Contribution Agreement for the Town of Hay River

Schedule "A": Quarterly Report form

**Instructions:**

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

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

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

**CONTRIBUTION AGREEMENT  
OPERATIONS AND MAINTENANCE FUNDING**

**THIS AGREEMENT** made on April 1<sup>st</sup>, 2023

**BETWEEN:**

**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
as represented by  
**the Regional Superintendent, South Slave Region**  
**Department of Municipal and Community Affairs**  
(the "GNWT")

OF THE FIRST PART

**AND:**

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

OF THE SECOND PART

The Recipient is eligible to receive Operations and Maintenance ("O&M") funding under the Department of Municipal and Community Affairs' ("MACA") Operations and Maintenance Funding Policy Revised August 20, 2017 ("O&M Policy"). The GNWT has determined that the Recipient meets the criteria of the O&M Policy.

The Recipient was authorized by Council Motion no. \_\_\_\_\_ or dated \_\_\_\_\_ to enter into this Agreement.

The parties agree as follows:

**O&M Funding**

1. If the Recipient has:

- (a) met all of its duties and obligations under a previous O&M funding agreement; and
- (b) has disclosed all sources of funding, including those received in kind, respecting the O&M, the GNWT shall pay to the Recipient the total amount of Two Million Three Hundred and Nineteen Thousand Dollars (\$2,319,000) (the "O&M Funds") in the amounts and on the dates as follows:

April 1, 2023	\$257,720
May 1, 2023	\$257,660
June 1, 2023	\$257,660
July 1, 2023	\$257,660
August 1, 2023	\$257,660
September 1, 2023	\$257,660
October 1, 2023	\$257,660
November 1, 2023	\$257,660
December 1, 2023	\$257,660

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

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



for the Government fiscal year in which the expenditure is required under the contract or agreement.

3. The Recipient shall inform the GNWT in writing of any additional sources of funding which becomes available to it with respect to the O&M, within thirty (30) days of that availability.

#### Use of O&M Funds

4. The Recipient shall use the O&M Funds for the costs of providing community government programs and services.

#### Term

5. This Agreement commences on **April 1, 2023** and terminates on **March 31, 2024** unless terminated in accordance with the provisions of this Agreement.

#### Financial accountability and reporting

6. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.
7. The Recipient shall refund to the GNWT immediately, on receipt of a written request from the GNWT, any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.

#### Quarterly and Final Financial Reports

8. The Recipient shall:
  - (a) on each of July 31, 2023, October 31, 2023, January 31, 2024 and April 30, 2024, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - (a) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and any additional information requested by the GNWT.

#### Accountability Framework and Additional Reporting Information

9. The Recipient shall, by no later than August 31, 2024 complete and submit to MACA the completed Accountability Framework for Community Governments survey form, located on the MACA website at <http://www.maca.gov.nt.ca/en/services/accountability-framework-community-governments>.
10. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
11. The Recipient shall sign the required Consent to Release Information forms and shall allow the release of information about the Recipient to the Department of Municipal and Community Affairs by the following organizations:

- (a) Arctic Energy Alliance;
- (b) Local Government Administrators of the Northwest Territories; and
- (c) Northwest Territories Association of Community Governments.

12. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the O&M.

#### Withholding or Reduction of Funds

13. The GNWT may withhold any part of the O&M Funds if, in the GNWT's opinion, the Recipient has not complied with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld O&M Funds when the Recipient is in compliance with this Agreement.
14. The GNWT may deduct from any payment of the O&M Funds or may require repayment of:
- (a) any portion of previous payments of the O&M Funds not accounted for as required by this Agreement;
  - (b) any portion of previous payments of the O&M Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT; and
  - (c) the value, as determined by the GNWT, of any unfulfilled O&M obligations of the Recipient which are due at the scheduled time of payment of the O&M Funds.

#### Confidentiality

14. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.
15. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the *Access to Information and Protection of Privacy Act*.

#### Liability and indemnification

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

#### Insurance

19. The Recipient shall, without limiting its obligations or liabilities in this Agreement, obtain, maintain and pay for during the term of this Agreement, the following insurance with limits not less than those shown:
- (a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of bodily part or function, or property. Such insurance shall include but not be limited to the following terms and conditions:
- i. Blanket contractual liability;
  - ii. Personal injury liability;
  - iii. Medical payments;
  - iv. Employee as additional insured\*
  - v. Broad form property damage;
  - vi. Cross liability;
  - vii. Contingent employers liability;
  - viii. Products and completed operations liability\*
  - ix. Contractor's protective liability\* and
  - x. Non-owned automobile liability\*
- \* WHERE APPLICABLE
- The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a standing authorization to obtain the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.
- (b) Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.
- (c) All policies shall provide that thirty days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

#### Termination and Amendment

20. This Agreement may be terminated by either party at any time before the Recipient has spent all of the O&M Funds. In the event of such termination, the Recipient shall return to the GNWT all O&M Funds not spent under this Agreement and provide the GNWT with an accounting of all expenditures made under this Agreement within thirty (30) days of termination.
21. This Agreement may be amended at any time by the written consent of the parties.

#### Notices and Addresses

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

if to the GNWT at: Bobby Bourque

Regional Superintendent  
South Slave Region  
Municipal and Community Affairs  
BOX 127  
FORT SMITH NT X0E 0P0

if to the Recipient at: Her Worship Mayor Kandis Jameson  
Town of Hay River  
100-62 Woodland Drive  
HAY RIVER NT X0E 1G1

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

#### Dispute Resolution

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

#### Severability

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

#### General Terms and Conditions

25. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
26. Time shall be of the essence in this Agreement.
27. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
28. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
29. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
30. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising from this Agreement.
31. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.
32. This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement. This Agreement

will be considered fully executed when both parties have executed an identical counterpart, despite all signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

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

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

\_\_\_\_\_  
Bobby Bourque  
Regional Superintendent, South Slave Region  
Municipal and Community Affairs

**SIGNED** on behalf of the Municipal Corporation on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_.

\_\_\_\_\_  
Her Worship Mayor Kandis Jameson  
Town of Hay River

## Schedule "A"

### Quarterly Report

1. The Recipient shall submit to the Designated Contact a Quarterly Report no later than thirty (30) days after the end of each reporting period, as set out in section 8 of this Agreement.
2. A Quarterly Report must include:
  - (a) detailed financial statements (statements of all revenues and expenditures and a statement of financial position) in a form as may be required by the GNWT from time to time; and
  - (b) bank statements.



# REPORT TO COUNCIL

**DEPARTMENT:** FINANCE & ADMINISTRATION

**DATE:** April 24<sup>th</sup>, 2023

**SUBJECT:** Motion of Approval 2023 – 2024 Community Public Infrastructure Contribution Agreement

## RECOMMENDATION:

THE COUNCIL OF THE TOWN OF HAY RIVER approves the Community Public Infrastructure (CPI) Agreement for 2023 – 2024 in the amount of \$1,833,000 as recommended and reviewed by the Finance Committee.

## BACKGROUND:

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

For this year April 1, 2023, to March 31, 2024, the agreement for CPI funding is in the amount of \$1,833,000. This is unchanged from the previous year and aligned with the 2023 budgeted revenues.

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

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Capital Funding for the current budget year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River Capital Budget for 2023

## FINANCIAL IMPLICATIONS:

\$1,833,000 of capital funding for 2023's calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

CPI Contribution Agreement.

**Prepared by:**  
**Abena Nyarko**  
**Director of Finance and Administration**  
**April 12, 2023**

**Reviewed by:**  
**Glenn Smith**  
**SAO**  
**April 12, 2023**

**CONTRIBUTION AGREEMENT  
COMMUNITY PUBLIC INFRASTRUCTURE**

This Contribution Agreement package includes:

Contribution Agreement:      Town of Hay River

Schedule "A":   Quarterly Report form

**Instructions:**

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

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

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



**CONTRIBUTION AGREEMENT  
COMMUNITY PUBLIC INFRASTRUCTURE**

**THIS AGREEMENT** made on **April 1, 2023**

**BETWEEN:**

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

OF THE FIRST PART

**AND:**

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

OF THE SECOND PART

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

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

The parties agree as follows:

**Contribution and Payment**

1. If the Recipient has:
  - a) met all of its duties and obligations under the Community Public Infrastructure funding agreement for 2022-2023,
  - b) submitted its Capital Plan for the fiscal year 2023 to 2024 to the GNWT, and
  - c) disclosed all sources of funding, including those received in kind, respecting the CPI,the GNWT shall pay to the Recipient the total amount of **One Million Eight Hundred and Thirty Three Thousand Dollars (\$1,833,000.00)** (the "CPI Funds"), as soon as practicable after the signing of this Agreement.

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

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

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

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

4. The Recipient shall use the CPI Funds to complete the projects set out in the Recipient's Capital Plan for the fiscal year 2023-2024 and subject to eligible use of funds outlined in the CPI Policy.

#### **Term**

5. This Agreement commences on April 1, 2023 and terminates on March 31, 2024 unless terminated or amended in accordance with the provisions of this Agreement.
6. This Agreement may be amended in writing by the parties.

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

7. The parties acknowledge that certain lands (the "Lands"), improvements and chattels, furnishings, equipment and other personal property used by the Recipient to deliver municipal programs and services (the "CPI") are located on Commissioner's lands.
8. The GNWT shall transfer to the Recipient all of the GNWT's estate and interest in CPI to the Recipient and the Recipient shall assume ownership of and responsibility for the CPI except as otherwise set out in this Agreement.
9. If the Lands may be sold by the Commissioner, the GNWT shall transfer title to the Lands to the Recipient in fee simple and the GNWT shall bear the costs of such title transfers.
10. The Recipient shall apply for one or more leases of Commissioner's land for the Lands now reserved by notation for MACA in the Commissioner's lands database known and referred to as the Land Administration System, if the Lands cannot be sold by the Commissioner.

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

11. The Recipient shall have care and custody of the CPI, including but not limited to, the following obligations:
  - a) operate the CPI to preserve the integrity of all structures and safeguard public access and keep structures in good repair;
  - b) operate the CPI to deliver municipal programs and services to all of the residents;
  - c) arrange for and pay for all electrical utilities, heating fuel, telephone and cable services, water and sewage removal, and garbage disposal as required for the CPI;

- d) arrange and pay for all mechanical, heating, electrical, gas and boiler and pressure vessel maintenance, as required for the CPI;
- e) arrange and pay for all snow and ice removal, and security and supervision for the CPI, as necessary to maintain the CPI; and
- f) insure the CPI for their full replacement cost.

### **Financial accountability and reporting**

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

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

- 15. The Recipient shall:
  - a) on the last day of each of July 31, 2023, October 31, 2023, January 31, 2024 and April 30, 2024, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - b) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form, "Financial Reporting Model for NWT Municipalities" located on the MACA website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and subject to any additional information required by the GNWT.

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

- 16. The Recipient shall complete and submit to MACA the completed Accountability Framework for Community Governments survey form, subject to MACA completing revisions to the survey before August 1, 2024.

17. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
18. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the CPI.

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

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

#### **Confidentiality**

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

#### **Liability and indemnification**

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

## **Insurance**

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

\* WHERE APPLICABLE

The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a standing authorization to obtain the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.

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

## **Termination**

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

## **Notices and Addresses**

30. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:

- a) immediately, if delivered in person;
- b) one (1) day after transmittal, if sent electronically; or
- c) ten (10) days after mailing, if sent by registered mail;

if sent to the following address:

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

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

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

## **Dispute Resolution**

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

## **Severability**

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

## **General Terms and Conditions**

33. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.

34. Time shall be of the essence in this Agreement.

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby Bourque  
Regional Superintendent, South Slave Region

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

\_\_\_\_\_  
Signature

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



## Schedule "A"

## Quarterly Report

[illegible]



# REPORT TO COUNCIL

**DEPARTMENT:** FINANCE & ADMINISTRATION

**DATE:** April 24<sup>th</sup>, 2023

**SUBJECT:** Motion of Approval 2023-24 Water and Sewer Contribution Agreement

## RECOMMENDATION:

**THE COUNCIL OF THE TOWN OF HAY RIVER approves the Water and Sewer Funding Contribution Agreement for 2023-24 in the amount of \$1,089,000 as recommended and reviewed by the Finance Committee.**

## BACKGROUND:

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

For this year from April 1, 2023, to March 31, 2024, the agreement for Water and Sewer Funding is in the amount of \$1,089,000. This is unchanged from the previous year and aligned with the 2023 budgeted revenues.

Once these agreements are signed, funding will flow monthly.

## COUNCIL POLICY / STRATEGY OR GOAL:

To obtain Water and Sewer Funding for the current year.

## APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Town of Hay River Utility O & M Budget for 2023

## FINANCIAL IMPLICATIONS:

\$1,089,000 for utility operating expenditures for the calendar year.

## ALTERNATIVES TO RECOMMENDATIONS:

N/A

## ATTACHMENTS:

Transfer Agreement – Water & Sewer Transfer Agreement.

**Prepared by:**  
**Abena Nyarko**  
**Director of Finance and Administration**  
**April 12, 2023**

**Reviewed by:**  
**Glenn Smith**  
**SAO**  
**April 12, 2023**

**CONTRIBUTION AGREEMENT  
WATER AND SEWER SERVICES**

**This Contribution Agreement package includes:**

Contribution Agreement for **Town of Hay River**

Schedule "A": Quarterly Report form

**Instructions:**

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

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

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

**CONTRIBUTION AGREEMENT  
WATER AND SEWER SERVICES FUNDING**

**THIS AGREEMENT** made on April 1<sup>st</sup>, 2023

**BETWEEN:**

**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
as represented by  
**the Regional Superintendent, South Slave Region**  
**Department of Municipal and Community Affairs**  
(the "GNWT")

OF THE FIRST PART

**AND:**

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

OF THE SECOND PART

The Recipient is eligible to receive Water and Sewer Services ("WSS") funding under the Department of Municipal and Community Affairs' ("MACA") Water and Sewer Services Funding Policy Revised June 10, 2012 ("WSS Policy"). The GNWT has determined that the Recipient meets the criteria of the WSS Policy.

The Recipient was authorized by Council Motion #. \_\_\_\_\_ dated \_\_\_\_\_ to enter into this Agreement.

The parties agree as follows:

**O&M Funding**

1. If the Recipient has:

- (a) met all of its duties and obligations under a previous O&M funding agreement and
- (b) has disclosed all sources of funding, including those received in kind, respecting the WSS, the GNWT shall pay to the Recipient the total amount of One Million and Eighty Nine Thousand Dollars (\$1,089,000) (the "WSS Funds") in the amounts and on the dates as follows:

April 1, 2023	\$121,000
May 1, 2023	\$121,000
June 1, 2023	\$121,000
July 1, 2023	\$121,000
August 1, 2023	\$121,000
September 1, 2023	\$121,000
October 1, 2023	\$121,000
November 1, 2023	\$121,000
December 1, 2023	\$121,000

2. The Recipient shall use the WSS funds to assist with the operational costs of providing water and sewer services.

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

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

4. The Recipient shall inform the GNWT in writing of any additional sources of funding which becomes available to it with respect to the WSS, within thirty (30) days of that availability.

#### Term

5. This Agreement commences on **April 1, 2023** and terminates on **March 31, 2024**, unless terminated in accordance with the provisions of this Agreement.

#### Financial accountability and reporting

6. The Recipient shall keep proper accounts and records of the revenues and expenditures related to this Agreement, including all working papers and all original invoices, receipts, vouchers and proof of payment, and provide copies of them to the GNWT on request or allow the GNWT, at any reasonable hour, to carry out an audit or inspection of the accounts and records for a period of seven (7) years after the termination of this Agreement.
7. The Recipient shall refund to the GNWT immediately, on receipt of a written request from the GNWT, any monies paid to the Recipient under this Agreement for which, in the opinion of the GNWT, no satisfactory evidence has been provided by the Recipient that the monies have been expended in accordance with this Agreement.

#### Quarterly and Final Financial Reports

8. The Recipient shall:
- (a) on each of July 31, 2023, October 31, 2023, January 31, 2024 and April 30, 2024, submit a quarterly report in the form set out in Schedule "A", Quarterly Report, along with copies of all bank statements and other substantiating documents relevant to the expenditures made under this Agreement, to the GNWT; and
  - (a) on or before 120 days after the Recipient's year end, submit to the GNWT an audited schedule of revenues and expenditures related to this Agreement, in the form entitled "Standard Audited Financial Statement Format" posted on the MACA's website at [http://www.maca.gov.nt.ca/sites/maca/files/resources/financial\\_statements\\_format.pdf](http://www.maca.gov.nt.ca/sites/maca/files/resources/financial_statements_format.pdf), and any additional information requested by the GNWT.
9. The GNWT may seek additional reporting information from the Recipient concerning the performance of this Agreement and the Recipient shall not unreasonably withhold such information from the GNWT.
10. During the term of this Agreement, upon the request of the GNWT, the Recipient shall meet with the GNWT and provide information and particulars to the GNWT concerning the carrying out of the WSS.

#### Withholding or Reduction of Funds

11. The GNWT may withhold any part of the WSS Funds if, in the GNWT's opinion, the Recipient has not complied with the requirements of this Agreement. The GNWT may provide to the Recipient the withheld WSS Funds when the Recipient is in compliance with this Agreement.

12. The GNWT may deduct from any payment of the WSS Funds or may require repayment of:
- (a) any portion of previous payments of the WSS Funds not accounted for as required by this Agreement;
  - (b) any portion of previous payments of the WSS Funds not spent or returned to the GNWT within the time specified in this Agreement or as directed by the GNWT; and
  - (c) the value, as determined by the GNWT, of WSS unfulfilled obligations of the Recipient which are due at the scheduled time of payment of the WSS Funds.

#### Confidentiality

13. The Recipient shall ensure that any information related to the affairs of the GNWT to which the Recipient becomes aware of as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be disclosed without the prior written approval of the GNWT.
14. The Recipient acknowledges that the GNWT may be required to release information about this Agreement in accordance with the requirements of the Access to Information and Protection of Privacy Act.

#### Liability and indemnification

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

#### Insurance

18. The Recipient shall, without limiting its obligations or liabilities in this Agreement, obtain, maintain and pay for during the term of this Agreement, the following insurance with limits not less than those shown:
- (a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use of bodily part or function, or property. Such insurance shall include but not be limited to the following terms and conditions:
    - i. Blanket contractual liability;
    - ii. Personal injury liability;
    - iii. Medical payments;
    - iv. Employee as additional insured\*
    - v. Broad form property damage;
    - vi. Cross liability;

- vii. Contingent employers liability;
  - viii. Products and completed operations liability\*
  - ix. Contractor's protective liability\* and
  - x. Non-owned automobile liability\*
- \* WHERE APPLICABLE

The insurance policies in this clause shall be endorsed to show the GNWT as additional named insured and the Recipient shall provide satisfactory evidence of such insurance to the GNWT or a standing authorization to obtain the information from the Recipient's insurance provider, within thirty (30) days of the signing of this Agreement.

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

#### Termination and Amendment

- 19. This Agreement may be terminated by either party at any time before the Recipient has spent all of the O&M Funds. In the event of such termination, the Recipient shall return to the GNWT all O&M Funds not spent under this Agreement and provide the GNWT with an accounting of all expenditures made under this Agreement within thirty (30) days of termination.
- 20. This Agreement may be amended at any time by the written consent of the parties.

#### Notices and Addresses

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

if sent to the following address:

if to the GNWT at: Bobby Bourque  
Regional Superintendent  
South Slave Region  
Municipal and Community Affairs  
BOX 127  
FORT SMITH NT X0E 0P0

if to the Recipient at: Her Worship Mayor Kandis Jameson  
Town of Hay River  
100-62 Woodland Drive  
HAY RIVER NT X0E 1G1

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

### Dispute Resolution

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

### Severability

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

### General Terms and Conditions

24. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada as applicable.
25. Time shall be of the essence in this Agreement.
26. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
27. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
28. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
29. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising from this Agreement.
30. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.
31. This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when both parties have executed an identical counterpart, despite all



signatures not appearing on the same counterpart. This Agreement may be executed and delivered by facsimile or electronic signatures.

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

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

---

Bobby Bourque  
Regional Superintendent, South Slave Region  
Municipal and Community Affairs

**SIGNED** on behalf of the Municipal Corporation on \_\_\_\_\_ (month) \_\_\_\_\_ (day), 20\_\_\_\_.

---

Her Worship Mayor Kandis Jameson  
Town of Hay River

## Schedule "A"

### Quarterly Report

1. The Recipient shall submit to the Designated Contact a Quarterly Report no later than thirty (30) days after the end of each reporting period, as set out in section 8 of this Agreement.
2. A Quarterly Report must include:
  - (a) detailed financial statements (statements of all revenues and expenditures and a statement of financial position) in a form as may be required by the GNWT from time to time; and
  - (b) bank statements.



# REPORT TO COUNCIL

COMMITTEE: Finance and Administration

DATE: 17 April 2023

DEPARTMENT: LANDS & TAXATION

SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION

## RECOMMENDATION:

That the Council of the Town of Hay River in accordance with the Property Assessment and Taxation Act RSNWT. 1988 Chapter P-10, Section 97.6:

1. Sets the date of public auction where taxable property will be offered for sale as **July 12, 2023, at 9:00** am in Town Hall Council Chambers; and
2. The minimum sale price of each taxable property as calculated in accordance with the regulations is provided for as follows.

Property Address	Lot	Block	Plan	Minimum Sale Price
43074 MacKenzie Highway	64 S Ptn		38	\$14,500.00
43026 & 43028 MacKenzie Hwy	79 & 80		38	\$212,450.00
29B-102 AVENUE	81 Rem		38	\$26,200.00
27 & 28-102 AVENUE	96 & 97		38	\$53,900.00
27-101 STREET	2	C	40	\$12,500.00
3-102 STREET	2	H	40	\$27,550.00
11-102 STREET	6	H	40	\$64,350.00
34-101 STREET	12	K	41	\$99,750.00
7-105 STREET	4	U	142	\$17,900.00
9-105 STREET	5	U	142	\$75,050.00
23 - 105 STREET	12	U	142	\$32,050.00
47099 BACK ROAD	10	XE	189	\$29,200.00
48048 MacKENZIE HIGHWAY	6	XA	190	\$15,500.00
48038 MacKENZIE HIGHWAY	2	XB	190	\$55,250.00
8 BEAVER CRESCENT	308		360	\$66,250.00
17 EAGLE CRESCENT	375		360	\$73,200.00
8 TAYLOR PLACE	627-4		646	\$40,100.00
37 WOODLAND DRIVE	627-18		646	\$43,000.00



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: 17 April 2023**

**DEPARTMENT: LANDS & TAXATION**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

35 WRIGHT CRESCENT	1256		1041	\$93,900.00
135 WILD ROSE DRIVE	680		1156	\$88,300.00
47091 MacKENZIE HIGHWAY	3-1	Z2	1374	\$58,850.00
1-B POPLAR ROAD	1680		2583	\$114,000.00
48043 MacKENZIE HIGHWAY	6	Y	3897	\$28,950.00
28 SASKATOON DRIVE	1847		3925	\$114,500.00
44-B PATTERSON ROAD	1067	Q85B/12	4038	\$14,900.00
43044 MacKENZIE HIGHWAY	1926		4196	\$198,750.00

**BACKGROUND:**

The Property Assessment and Taxation Act R.S.N.W.T. 1988, c.P-10 (PATA) Part III Taxation, Section 97.6 provides for the recovery of tax arrears by sale at public auction.



# REPORT TO COUNCIL

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**COMMITTEE:** Finance and Administration

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TAX SALE PROVISION

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## SALE

- |   |  |
|---|--|
| Sale at public auction                    | <b>97.6.</b> (1) A taxable property that remains on the tax arrears list after December 31 of the year that the tax arrears list was prepared may be offered for sale, at a public auction, by the taxing authority at such time as it considers appropriate, if the property continues to be on the tax arrears list at that time.                |
| Date of public auction                    | (2) The date of a public auction must be set<br>(a) by resolution of the council of the municipal taxing authority, where the taxable property to be offered for sale is within its municipal taxation area; or<br>(b) by order of the Minister of Finance, where the taxable property to be offered for sale is within the general taxation area. |
| Minimum sale price and conditions of sale | (3) A resolution or order referred to in subsection (2) must also set out, in respect of each taxable property to be offered for sale at the public auction,   |



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TAX SALE PROVISION**

- (a) the minimum sale price, as calculated in accordance with the regulations; and
- (b) any other term or condition that the taxing authority wishes to apply to the sale.

Restriction  
on sale

(4) A taxable property offered for sale at a public auction may not be sold for less than its minimum sale price and must be sold for the highest price bid above the minimum sale price.

Best possible  
price

(5) A taxing authority is not under any duty to obtain the best possible price for a taxable property and, for greater certainty, the taxing authority is not obliged to delay the sale of the taxable property for that purpose.

Inapplicable  
provisions  
in municipal  
Acts

(6) For greater certainty, the sale by a municipal taxing authority of a taxable property of an assessed owner, whether or not the taxable property includes a leasehold interest registered under the *Land Titles Act* in municipal land, is not subject to the provisions in the *Charter Communities Act*, *Cities, Towns and Villages Act*, *Hamlets Act* and *Tẖcẖo Community Government Act* pertaining to the disposition of real property belonging to a municipal corporation. S.N.W.T. 1997,c.20,s.4; S.N.W.T. 2004,c.7, Sch.B, s.7(5).



# REPORT TO COUNCIL

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TAX SALE PROVISION

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The Property Assessment and Taxation Act – Tax Sales Regulations Section 3 establishes the minimum price of a taxable property.



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: 17 April 2023**

**DEPARTMENT: LANDS & TAXATION**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

PROPERTY ASSESSMENT AND  
TAXATION ACT

## TAX SALES REGULATIONS

The Commissioner, on the recommendation of the Minister and the Minister of Finance, under subsections 117(3) and (4) of the *Property Assessment and Taxation Act* and every enabling power, makes the *Tax Sales Regulations*.

1. In these regulations, "Act" means the *Property Assessment and Taxation Act*.

2. These regulations apply in respect of the sale of a taxable property for arrears of property taxes under Part III.1 of the Act.

3. (1) Subject to subsection (2), the minimum sale price of a taxable property, whether located in the general taxation area or a municipal taxation area, that is to be offered for sale is 50% of the assessed value of the taxable property.

(2) A taxing authority may, in respect of a taxable property referred to in subsection (1), set out in a resolution or order referred to in subsection 97.6(2) of the Act, a minimum sale price that is calculated on the basis of such percentage of assessed value in excess of the applicable percentage set out in subsection (1) as the taxing authority considers appropriate.

(3) For greater certainty, the minimum sale prices set under subsection (2) may vary between classes of property established under sections 13 to 15 of the Act. R-059-2001,s.2.

4. The form prescribed for the purposes of subparagraph 97.92(3)(b)(ii) of the Act is set out in the Schedule. R-027-2000,s.2

LOI SUR L'ÉVALUATION ET L'IMPÔT  
FONCIERS

## RÈGLEMENT SUR LES VENTES IMPOSABLES

Le commissaire, sur la recommandation du ministre et du ministre des Finances, en vertu des paragraphes 117(3) et (4) de la *Loi sur l'évaluation et l'impôt fonciers* et de tout pouvoir habilitant, prend le *Règlement sur les ventes imposables*.

1. Dans le présent règlement, «Loi» s'entend de la *Loi sur l'évaluation et l'impôt fonciers*.

2. Le présent règlement s'applique relativement à la vente d'une propriété imposable pour recouvrement d'arriérés d'impôt foncier en vertu de la partie III.1 de la Loi.

3. (1) Sous réserve du paragraphe (2), le prix de vente minimal d'une propriété imposable mise en vente est de 50 % de sa valeur évaluée, que cette propriété soit située dans une zone d'imposition générale ou une zone d'imposition municipale.

(2) Toute administration fiscale peut, relativement à la propriété imposable mentionnée au paragraphe (1), indiquer le prix de vente minimal qu'elle estime approprié, calculé sur la base du pourcentage de la valeur évaluée qui est supérieur au pourcentage prévu au paragraphe (1) dans la résolution ou l'arrêté visé au paragraphe 97.6(2) de la Loi.

(3) Il demeure entendu que le prix de vente minimal établi en vertu du paragraphe (2) peut varier entre les catégories de propriétés établies en vertu des articles 13 à 15 de la Loi. R-059-2001, art. 2.

4. La formule prescrite pour l'application du sous-alinéa 97.92(3)(b)(ii) de la Loi est prévue à l'annexe. R-027-2000, art. 2.





# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: 17 April 2023**

**DEPARTMENT: LANDS & TAXATION**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

Administration has provided notice pursuant to the legislation to all property owners that are in arrears for 2021 property taxes and that their properties may be sold for property tax arrears.

The properties listed below are subject to sale for arrears of property taxes.

Property Address	Lot	Block	Plan	Minimum Sale Price
43074 MacKenzie Highway	64 S Ptn		38	\$14,500.00
43026 & 43028 MacKenzie Hwy	79 & 80		38	\$212,450.00
29B-102 AVENUE	81 Rem		38	\$26,200.00
27 & 28-102 AVENUE	96 & 97		38	\$53,900.00
27-101 STREET	2	C	40	\$12,500.00
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47099 BACK ROAD	10	XE	189	\$29,200.00
48048 MacKENZIE HIGHWAY	6	XA	190	\$15,500.00
48038 MacKENZIE HIGHWAY	2	XB	190	\$55,250.00
8 BEAVER CRESCENT	308		360	\$66,250.00
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1-B POPLAR ROAD	1680		2583	\$114,000.00
48043 MacKENZIE HIGHWAY	6	Y	3897	\$28,950.00
28 SASKATOON DRIVE	1847		3925	\$114,500.00



# REPORT TO COUNCIL

**COMMITTEE: Finance and Administration**

**DATE: 17 April 2023**

**DEPARTMENT: LANDS & TAXATION**

**SUBJECT: PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION**

44-B PATTERSON ROAD	1067	Q85B/12	4038	\$14,900.00
43044 MacKENZIE HIGHWAY	1926		4196	\$198,750.00

The auction will be held at **9:00 am on July 12, 2023**, at the Town Hall Council Chambers in the Town of Hay River.

If prior to commencement of public auction, any person including the assessed owner pays the arrears of property taxes and all reasonable expenses incurred by the Town to collect the arrears with respect to a taxable property, the property will not be offered for auction

Any person who pays the arrears of property taxes and expenses prior to commencement of the public auction may obtain a lien on the taxable property for the amount paid if the person is other than the assessed owner and having an interest, estate, encumbrance, or claim registered or filed under the Land Titles Act in or against the taxable property or a transferee of such a person.

The assessed owners of any of the above taxable properties is entitled to redeem that taxable property within 30 days after the date of the public auction by paying the Town the arrears of property taxes and all reasonable expenses incurred by the Town to collect the arrears. Where a taxable property that is sold at the public auction is redeemed by its assessed owner, the sale cannot be completed and all rights and interest of the purchaser in the taxable property cease.

## **COUNCIL POLICY / STRATEGY OR GOAL:**

N/A

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

Property Assessment and Taxation Act R.S.N.W.T. 1988, c.P-10 (PATA) Part III  
Taxation, Section 97.6



# REPORT TO COUNCIL

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**COMMITTEE:** Finance and Administration

**DATE:** 17 April 2023

**DEPARTMENT:** LANDS & TAXATION

**SUBJECT:** PROPERTY ASSESSMENT & TAXATION ACT  
TAX SALE PROVISION

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**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

N/A

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Prepared by:

Reviewed by:

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Susan Gallardo  
Lands & Taxation

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Abena Nyarko, CPA, CMA  
Director of Finance and Administration

Date: 17 April 2023

Date: April 2023



# REPORT TO COUNCIL

**COMMITTEE:** Finance Committee

**DATE:** April 24, 2023

**SUBJECT:** Solid Waste Management

## RECOMMENDATION:

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report to Council on the proposed update of Bylaw No. 2332- Solid Waste Management Bylaw, and the amendment to the Bylaw No. 2431 - Fees and Charges as presented.**

## BACKGROUND:

In 2015 a bylaw and financial analysis was completed by the Public Works Department to set out clearer guidelines for solid waste management and to define fees more reflective of the cost of management. The recommended fees, and the overall approach considered waste profiles and fees from similar jurisdictions in the North as well as Western Canada. The model included cost recovery to support capital and closure costs associated with the current and future facility.

This bylaw was presented to Council and received public consultation but did not progress through final readings due to organizational impacts occurring at the time.

The 2023 O&M budget included a provision for an update to the Solid Waste bylaw and solid waste management fees. Town Administration has since reviewed and updated the 2015 draft solid waste bylaw including the financial analysis and presented a draft to the Finance Committee for input in March 2023.

At the March 2023 meeting a levy-based fee system intended to cover costs associated with residential waste management was presented to the Finance Committee. The levies could either be collected as a line item on monthly water/sewer utility bills or as an annual fee on tax bills.

In consideration some system and classification limitations, some uncertainty in overall waste management handling costs arising from the Town now managing the landfill, and an expired waste collection contract, the Finance Committee is recommending that Council not implement the levy system at this time. Instead, residential waste management expenses would continue to be a component of general municipal property taxation.

Revised tipping fees identified as part of the financial analysis have been incorporated into an amendment to the Town's Fees and Charges bylaw. Tipping fees were last updated by the Town in 1994. This includes fixed fees for processing of Katlodechee solid waste.

## COUNCIL POLICY / STRATEGY OR GOAL:



# REPORT TO COUNCIL

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**COMMITTEE:** Finance Committee

**DATE:** April 24, 2023

**SUBJECT:** Solid Waste Management

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N/A

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

N/A

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

N/A

**ATTACHMENTS:**

Bylaw No. 2332 – Solid Waste Bylaw (current)  
Bylaw No. 2332/PWS/23 – Solid Waste Management (proposed)  
Bylaw No. 2431 – Fees and Charges – Schedule B - Part 9 – Waste Facility Tipping Fees

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**Prepared by:**  
Bradley Harrison  
Director of Public Works  
April 14, 2023

**Reviewed by:**  
Glenn Smith  
SAO  
April 21, 2023



## **Solid Waste Management (Current Bylaw)**

### **Attachment 1**

**BYLAW NO. 2432**

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

**A BYLAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES**

**BEING A BYLAW** respecting the collection of garbage, refuse and ashes.

**PURSUANT** to the Municipal Ordinance, being Chapter 73 of the revised Ordinance of the Northwest Territories, 1956, as amended.

**THE COUNCIL** of the Corporation of the Town of Hay River in the Northwest Territories, in regular meeting duly assembled enacts as follows:

**SHORT TITLE**

1. This Bylaw may be cited as the "Solid Waste Management Bylaw"

**INTERRETATION**

2.

**"APARTMENT HOUSE"**

means any residential building which is either occupied or intended to be occupied by more than four families living independently of one another upon the same premises;

**"ASHES"**

means the residue and cinders from any substances used for fuel but does not include such residue as may accumulate as a result of building operations;

**"BIOMEDICAL WASTE"**

means waste that is generated by human, or animal health care facilities, medical research and medical establishments, health care teaching establishments, clinical testing or research laboratories, and facilities involved in the production of testing vaccines;

**"COLLECTIBLE REFUSE"**

means all putrescible and non-putrescible solid wastes including broken dishes, tins, glass, rags, cast-off clothing, wastepaper, excelsior, cardboard, food containers, yard and garden waste, and all discarded materials disposed of as waste in the

**BYLAW NO. 2432**

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

normal daily operation of a dwelling, office, shop, school or business but does not include night soil, tree stumps, roots, turf, construction waste, tires, grease, soil, scrap metal, car bodies, derelict boats, derelict motor toboggans, and any other non-working or scrap machinery or any other such waste matter as may accumulate as a result of demolition or construction operations;

**“COMMERCIAL PREMISES”**

means any building used as any type of industrial or commercial establishment including warehouses, factories, stores, cafes, wholesale, or retail business places, office blocks, hospitals, hotels, and motels, and any other establishment which is designated by Town Council as constituting a commercial premise;

**“CONSTRUCTION SITE”**

means the location where building erection, renovation, demolition or work is being performed and/or a location where surface or subsurface pipe work or mechanical work is being performed on any landscape or building where changes are being undertaken by anyone or a location where excavations are being performed;

**“CONSTRUCTION WASTE”**

means any form of waste materials such as, but not limited to, wood product, concrete, steel, iron, miscellaneous metals, gypsum product, clay product, plastics and insulation which is generated at a Construction Site;

**“COUNCIL”**

means the municipal council of the Town of Hay River;

**“DANGEROUS GOODS”**

has the same meaning as in the *Dangerous Goods Transportation and Handling Act*, RSA 2000, c. D-4, as amended;



**BYLAW NO. 2432**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

**“DWELLING”**

means

- a) A single-family dwelling,
- b) In relation to a duplex, triplex, or fourplex, each self-contained residential suite, or
- c) A secondary suite;

**“GARBAGE”**

means all putrescent material including condemned meats, fish, fruits, and vegetables resulting from the handling, preparation, cooking, and consumption of food;

**“GARBAGE CONTAINER”**

means an impervious container of a type approved by the Works Director and having the following features:

- a) a close-fitting cover capable of keeping out insects and animals.
- b) handles for lifting when full.
- c) a capacity not exceeding 30 gallons when full.
- d) having a gross weight of not more than 35 kg when full;

**“HAZARDOUS WASTE”**

means any gaseous, liquid or solid waste that, because of its inherent nature and quality, requires special collection and/or disposal techniques to avoid creating health or environmental hazards, nuisances or environmental pollution, and includes, but is not limited to:

- (a) paint
- (b) oil
- (c) gypsum
- (d) toxic waste
- (e) poisonous waste
- (f) corrosive waste
- (g) ignitable waste
- (h) explosive waste

**BYLAW NO. 2432**

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

(i) other hazardous waste as defined by the Hazardous Waste Guidelines of the Environmental Protection Act.

**“OFFICER”**

means a person who is appointed in accordance with the Cities, Towns & Villages Act as a Bylaw Officer to enforce Bylaws of the Town of Hay River and any Peace Officer who is entitled by law to enforce by-laws of the Town of Hay River.

**“PALLET TYPE CONTAINER”**

means a metal pallet type loading container with a capacity of at least 3 cubic yards standardized to the equipment of persons contracting with the Town to collect garbage.

**“PERSON”**

means any person, firm, partnership, association, corporation, company, or organization of any kind.

**“PATHOLOGICAL WASTE”**

means:

- a) any part of the human body, including tissues and bodily fluid, that are not infectious,
- b) any part of the carcass of an animal infected with a communicable disease or suspected by a veterinary practitioner to be infected with a communicable disease,
- c) non-anatomical waste infected with a communicable disease.

**“RESPONSIBLE PERSON”**

means:

- a) where premises are occupied by the owner, the owner;
- b) where premises are leased, the lessee;
- c) where premises are occupied by license or otherwise, the occupant;
- d) in any other case, the person in charge of the premises.

**BYLAW NO. 2432**

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

<b>“TOWN”</b>	means the municipal corporation of the Town of Hay River.
<b>“STREET”</b>	means any public roadway used by waste collection vehicles to gain access to the boundary of a private property from which garbage or refuse is being collected.
<b>“WASTE MATERIAL”</b>	means all the refuse, which is not collectible refuse and includes night soil, tree stumps, roots, turf, earth, rocks, iron, concrete, tires, grease, soil, scrap metal, car bodies, derelict machinery, truck bodies, derelict boats, derelict motor toboggans, any other non-working or scrap machinery, such waste matter as may accumulate as a result of demolition or construction operations, and such other material as is designated by the Works Director to be non-collectible.
<b>“WORKS DIRECTOR”</b>	means the Director of Public Works of the Town of Hay River, Northwest Territories, or his authorized representative.
<b>“YARD AND GARDEN WASTE”</b>	means vegetation removed from gardens, lawns, shrubs, and trees and includes prunings from shrubs and trees.

**3. Collection General**

- a) Garbage, Collectible Refuse, and Ashes from Residential Dwellings and Apartment Houses shall be picked up by forces provided by the Town on regularly scheduled basis as set out by the Works Director.
- b) Garbage, Collectible Refuse, and Ashes from industrial, commercial, and institutional (ICI) premises shall be picked up by forces provided by the Town on a regularly scheduled basis as set out by the Works Director.

**BYLAW NO. 2432****MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

c) No Garbage, Collectible Refuse and/or Ashes from an Apartment House exceeding the volume of waste equivalent to that of a single resident times the number of suites shall be collected by forces provided by the Town. Any amount of Garbage, Collectible Refuse, or Ashes in excess of this volume will be the direct responsibility of the owner of the Apartment House as to collection, removal and disposal.

d) The permitted number of garbage containers for each premise shall be:

1. Residential units - a maximum of two Garbage Containers
2. Apartment houses – a Pallet Type Container
3. ICI premises – a maximum of six Garbage Containers or one Pallet Type Container, any volume in excess of this capacity shall be removed by, or contracted for removal by, the Responsible Person.

The Garbage Containers shall be provided in each case by the Responsible Person. In the case of any Apartment Building it is the responsibility of the owner of the building to provide the pallet type container. In the case of an ICI property, it is the responsibility of the owner of the property to provide the Garbage Containers, or, if required, the Pallet Type Container.

**4. Collectible Contracts**

- a) The Town may enter into a contract or contracts with any person for the collection, removal, and disposal of the whole or part of the Garbage, Collectible Refuse and Ashes accumulated within the Town.
- b) Collection of residential waste shall be on a regularly scheduled basis on a day(s) determined by the Works Director in consultation with the collector. Holidays may be excluded from the scheduled collection days.
- c) Subject to section 5 (a), a person who operates a private collection service must:
  - I. Comply with requirements of this Bylaw;
  - II. Obtain any permit or license required by this Bylaw, any other Town of Hay River Bylaw or any Territorial statute and regulations;
  - III. Refuse to collect refuse or Garbage from premises whose responsible person does not comply with the requirements of this Bylaw; and

**BYLAW NO. 2432**

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

- IV. Provide all services as offered by the Town with respect to collection services to maximize diversion from the landfill.

5. Collection of Garbage

- a) Collection of Garbage, Collectible Refuse, and Ashes shall be made on such days and at such times as the Works Director shall from time to time direct.

6. Collection Procedure

- a) No person shall put out or permit to be put out any Garbage, Collectible Refuse, or Ashes for collection unless such is contained in Garbage Containers as defined in Section 2 herein, which are in the opinion of the Works Director in good condition except as otherwise provided in this Bylaw.
- b) Any person using a Garbage Container shall ensure that its cover is kept firmly in place upon the container.
- c) All wet waste shall be wrapped securely in paper or placed in plastic bags prior to being placed in Garbage Containers for collection.
- d) The following material may be placed for collection even if not in garbage containers, but only if occasionally deposited in the opinion of the Works Director, on garbage collection day at the normal collection point as follows:
- I. Christmas trees, shrubs or bushes if tied in bundles not exceeding four (4') feet in length or twelve (12") inches diameter;
  - II. Clippings or weeds if tied in boxes or bags;
  - III. Cardboard that is sturdy enough to handle; and
  - IV. Boxes of waste which are sturdy enough to handle.

7. Location of Garbage Containers and Pallet Type Containers

- a) On other than garbage collection days, no person shall keep a Garbage Container at other than the following places:
- I. in the building of which he is the Responsible Person;

**BYLAW NO. 2432**

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

- II. at an unobtrusive location on the premises of which he is the Responsible Person.
- b) On garbage collection days the Garbage Container must be placed by the street/road at the front property line near the lane or roadway running through the property or adjacent to it and not on a sidewalk, or at such a place as is designated by the Works Director to be the pickup location by 8:00 o'clock on the morning of the day of collection, and are to be removed and returned to their authorized locations by 8:00 o'clock on the morning of the next day following. Any garbage collection not so placed will not be collected.
  - c) Where any eligible Dwelling is not served by a roadway, the Garbage Container shall be placed for collection at a location as close as possible to the travelled portion of an adjacent roadway but not on a sidewalk in such location as to interfere with pedestrian or vehicular traffic.
  - d) The Responsible Person of any Dwelling shall maintain the Garbage Container in a clean and sanitary condition at all times and shall not allow their Garbage Container to fall into disrepair or become noxious, offensive or dangerous to public health.
  - e) Pallet Type Containers must be kept in a location that is readily accessible to the collection vehicle on collection days. Any Pallet Type Container that is inaccessible to the collection vehicle will not be collected.

**8. Lanes**

- a) No person shall cause or permit the lane in the rear of the premises for which he is responsible and including the storage location on the property to be maintained in a dirty, untidy, or disorderly condition. Garbage, Collectible Refuse, and Ashes shall not be allowed to accumulate on any property within the Town.

**9. Prohibitions**

- a) No person shall burn or permit the burning of any Garbage or other thing in a container kept for garbage disposal.

**BYLAW NO. 2432**

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

- b) No person shall directly dispose of or permit any person to dispose of any hot ashes or burning matter in any cart, commercial container, or landfill site.
- c) No person shall deposit or permit to be deposited at any time Ashes, Garbage, Collectible Refuse, or other Waste Materials of any kind whatsoever on or near any street or any public property.
- d) No person shall deposit or permit to be deposited any highly combustible or explosive waste or toxic material, including, without restricting the generality of the foregoing, such materials as fuels or lubricants, gunpowder or bullets, dynamite, blasting caps, hot ashes, ignitable waste, toxic materials, or radioactive materials.
- e) No person shall dispose of or permit to be disposed of any Garbage, Collectible Refuse, Ashes, or other Waste Materials at any place within the Town other than the Town Solid Waste Facility or other place as designated by the Works Director and other than during such times as the Works Director directs.
- f) No person shall haul any Garbage, Collectible Refuse, Ashes or other Waste Materials in an open truck without placing a cargo net, tarpaulin or other restraint over the box of the truck to ensure that none of the Garbage, Collectible Refuse, Ashes, or other Waste Materials falls out.
- g) No person shall place or mix with any waste placed for collection by the Town any dangerous goods, hazardous waste, or pathological waste. Any person, proprietorship, corporation, or like enterprise breaching any part of this section including but not limited to spills, leaks, or dumping upon Town right-of-ways, shall be responsible for all costs incurred in eliminating any pollution or contamination of the sites involved in the Town and shall make payment of the same to the Town on demand, and such restitution will not exempt the person or organization from being prosecuted for a contravention of this or any other applicable bylaw or government statute.
- h) No person shall deposit or permit to be deposited of any luminescent gas filled light tubes unless such lights are pre-broken or encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling.

**BYLAW NO. 2432**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

**10. Right of Entry**

All authorized collectors of Garbage, Collectible Refuse and Ashes may enter yards and premises of any person at all reasonable times for the purpose of carrying out their duties.

**11. Enforcement**

- a) If any person is in breach of or violates any of the provisions of this Bylaw, the Town may refuse to collect any Garbage, Collectible Refuse, or Ashes at such premises and the responsible person for the premises will be directly responsible for the collection, removal, and disposal thereof.
- b) Where an Officer believes that a person has contravened any section of this Bylaw, the Officer may serve upon such a person a voluntary payment tag in a form designated by the Town allowing payment of the penalty and such payment shall be accepted by the Town in lieu of prosecution for the offence.
- c) If the person upon whom a voluntary payment tag is served fails to pay the required sum within the time specified in the voluntary payment tag, the provisions of this section regarding acceptance of payment in lieu of prosecution do not apply.

**12. Penalties**

- a) Any person may pay to the Town of Hay River in lieu of prosecution for any breach of this Bylaw a fixed sum of monies as specified:
  - i. \$100 for a first offence,
  - ii. \$200 for a second offence,
  - iii. \$500 for third and subsequent offences.
- b) Any person violating any section(s) of this Bylaw, shall be liable upon summary conviction, to a fine of not less than once hundred (\$100.00) dollars, plus costs, and not more than one thousand (\$1000.00) dollars, plus costs.



**BYLAW NO. 2432****MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

- c) In addition to any fine levied, any Responsible Person will be required to remove any scrap metal, car bodies, derelict machinery, truck bodies, derelict boats, derelict motor toboggans, and any other non-working or scrap machinery from the premises within thirty (30) days from payment of voluntary fine/conviction and failure to do so will result in the Town removing said derelict scrap metal or machinery at the expense of the Responsible Person in charge of the premises.
- d) In addition to any fine levied, any Responsible Person will be required to remove the Garbage, Collectible Refuse, and Ashes from the premises within fourteen (14) days from the voluntary payment of fine or conviction, and failure to do so will result in the Town removing such Garbage, Collectible Refuse or Ashes at the expense of the Responsible Person in charge of the premises.
- e) If any Responsible Person is liable for payment to the Town for the collection, removal or disposal of any Garbage, Collectible Refuse, Ashes or other Waste Materials and shall default in such payment, the amount in arrears and costs shall become a charge against the property in respect of which the service was performed, whether or not the Responsible Person is the owner of the premises, collectible against the owner thereof in the same manner as property taxes levied by the Town.

**13. Solid Waste Disposal Facility Regulations**

- a) No person shall dispose of sewage, hazardous waste, or any other items that may be deemed unacceptable by the Works Director in the Solid Waste Disposal Facility.
- b) No person shall cause a fire at the Solid Waste Disposal Facility.
- c) No person shall dispose of Garbage, Debris, Collectible Refuse, Ashes, or Waste Materials in unauthorized disposal areas within the Solid Waste Disposal Facility.
- d) No persons shall dispose of Garbage, Debris, Collectible Refuse, Ashes, or Waste Materials at the entrance, or along the access road of the Solid Waste Disposal Facility.

**BYLAW NO. 2432**

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

- e) No person shall disobey the instructions of the Works Director, or his authorized representative, who has been appointed the duty of supervising and maintaining the Town of Hay River Solid Waste Disposal Facility.
- f) No person shall directly or otherwise dispose of or permit any person to dispose of Biomedical Waste into the Solid Waste Disposal Facility or into the municipal waste collection system without prior approval from the Town and other agencies, where required.
- g) No person shall dispose of waste originating from outside of municipal boundaries at the Solid Waste Disposal Facility without receiving prior authorization from the Works Director.
- h) Fees for disposal of waste at the Solid Waste Disposal Facility shall be set through Town of Hay River bylaw 2431 – Fees and Charges Bylaw and any amendments to said bylaw.

**14. Repeal of Previous Bylaw**

- a) Bylaw No. 619 is hereby repealed.

THIS BY-LAW READ A FIRST TIME this 7 day of March, 2021 A.D.

  
Mayor

THIS BY-LAW READ A SECOND TIME this 7 day of March, 2021 A.D.

  
Mayor

THIS BY-LAW READ a Third and Final Time this 21 day of March, 2021 A.D.

**BYLAW NO. 2432**

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

  
\_\_\_\_\_  
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 29 day of April, 2021.

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



**Solid Waste Management (Proposed)  
Item 10c) on the agenda**

**Attachment 2**



**Solid Waste Management  
Fees and Charges – Part 9 Tipping Fees**

**Attachment 3**

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



**Bylaw No. 2431**

**Fees and Charges Bylaw**

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## **TOWN OF HAY RIVER BYLAW NO. 2431**

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

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

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

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

### **SHORT TITLE**

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

### **INTERPRETATION**

#### **DEFINITIONS**

2. In this bylaw:

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



“Program and/or Service”

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

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

#### **APPLICATION**

##### **FEES ESTABLISHED**

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

##### **FEES AND CHARGES IMPOSED**

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

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

#### COLLECTION

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

#### PARAMOUNTCY

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

#### INTEREST

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

#### NON-PAYMENT OF FEES AND CHARGES

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

#### **SEVERABILITY**

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

#### **SCHEDULES**

17. The attached Schedules form part of this Bylaw.

## SCHEDULE B

### PART 9 – Solid Waste Facility Tipping Fees

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

~~2. For waste originating within the Town of Hay River Municipal Boundaries:~~

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

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

### TIPPING FEES

As per section 15 of Bylaw 2332/PWS/23, every person, including the Solid Waste Contractor, shall pay the fees and charges applicable to them as specified in this schedule. Residential waste collected by the Solid Waste Contractor is exempted from tipping fee charges.

### Commercial Rates for Commercial Vehicles Disposing of Solid Waste (Applicable to all Commercial/Industrial and Institutional Solid Waste)

Item	Charge/Fee
<u>Commercial Waste</u>	<u>\$125.00/tonne</u>
<u>Commercial Waste from outside of Town boundaries (requires prior approval from the Senior Administrative Officer)</u>	<u>\$160.00/tonne</u>
<u>Light Waste Load</u>	<u>\$ 50.00 Minimum Charge</u>

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### Residential Vehicles Disposing of Residential Waste

<u>Item</u>	<u>Charge/Fee</u>
<u>Vehicle Charge for disposal of Household Waste</u>	<u>No Charge</u>
<u>Vehicle Charge for the disposal of Special Waste such as yard waste, construction waste, good clean scrap wood, and tree branches and roots.</u>	<u>\$10.00 per vehicle</u>
<u>Single Axle Trailer</u>	<u>\$ 15.00/ trailer</u>
<u>Double Axle Trailer</u>	<u>\$ 30.00/ trailer</u>

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### Special Waste

<u>Item</u>	<u>Charge/Fee</u>
<u>Construction Waste</u>	<u>\$125.00 per tonne</u>
<u>Other non-specified special waste (\$100 minimum plus \$200/hr equipment charge with a one (1) hour minimum time charge – if required)</u>	<u>\$125.00 per tonne</u>
<u>Scrap Steel</u>	<u>\$125.00 per tonne</u>
<u>Vehicles (that are being disposed of)</u>	<u>\$200.00 per vehicle</u>
<u>Oversized Load Fee (to be charged in addition for per tonne tipping fee)</u>	<u>\$10.00 per cubic metre</u>
<u>White Goods (appliances):</u>	<u>Refrigerator/Freezer - \$70.00 each</u> <u>Other - \$50.00 each</u>
<u>Propane Tank (up to 40 pounds)</u>	<u>\$10.00/tank</u>
<u>Propane Tank (over 40 pounds)</u>	<u>\$15.00/tank</u>
<u>Oil Tanks (up to 250 gallon):</u>	<u>\$100.00/tank</u>
<u>Tanks (greater than 250 gallon): (Will be accepted once the commercial establishment has cleaned and cut up the tank as per the environmental guidelines and will be accepted at the Landfill as Scrap Steel.)</u>	<u>\$125.00 per tonne</u>
<u>Non-Contaminated Clean Soil (suitable for cover)</u>	<u>No charge</u>
<u>Chipped and shredded wood and tree waste</u>	<u>No Charge</u>
<u>Tires:</u> <u>-Less than 20"</u> <u>-Greater than 20"</u> <u>(Tires with rims will assess a \$25.00 addition fee for removal of the tire from the rim and disposal of the rim)</u>	<u>\$10.00/Tire</u> <u>\$15.00/Tire</u>
<u>Wet Filled Lead Acid Batteries</u>	<u>\$5.00 per battery</u>

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<u>Tree Branches, Stumps, Roots and Logs from commercial operations</u>	<u>\$125.00 per tonne</u>
<u>Garbage Receptacle Limit</u>	<u>Four (4) 130 Litre garbage receptacles or (4) 77 litre garbage bags per week. Garbage receptacles and garbage bags are limited to a maximum weight of 25 kg per receptacle or bag when full.</u>
<u>Additional Receptacle or Bag Fee</u>	<u>\$5.00/Receptacle or Bag</u>

<u>Item</u>	<u>Charge/Fee</u>
<u>Katlochee First Nations Fixed Levy</u>	<u>\$3400/month</u>

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### **TIPPING FEES**

#### **Supplementary Tipping Rates**

As per section 15(4) of Bylaw 2332/PWS/23, during any period that the weigh scale is inoperable either due to planned maintenance or repair or if specified by the Senior Administrative Officer, the following Supplementary Tipping Rates will apply for loads that otherwise would be fees calculated on a weight basis.

<u><b>Vehicle (full)</b></u>	<u><b>Rate per Load</b></u>
<u>15 yard construction bin</u>	<u>\$ 425.00</u>
<u>30 yard construction bin</u>	<u>\$ 850.00</u>
<u>Single Axle Towing Trailer</u>	<u>\$ 25.00</u>
<u>Tandem Axle Towing Trailer</u>	<u>\$ 50.00</u>
<u>Cube Van (16')</u>	<u>\$ 350.00</u>
<u>1 Ton Truck</u>	<u>\$ 25.00</u>
<u>2 Ton Truck</u>	<u>\$ 50.00</u>
<u>3 Ton Truck</u>	<u>\$ 100.00</u>
<u>5 Ton Truck</u>	<u>\$ 150.00</u>
<u>Tandem Dump Truck (11.5 m<sup>3</sup>)</u>	<u>\$ 425.00</u>
<u>End Dump Truck (25 m<sup>3</sup>)</u>	<u>\$ 850.00</u>

Where any of the vehicles above are less than a full load, either of the following methods of determining the tipping fee shall apply:

#### **Method 1: Percentage method**

Tipping Fee = Estimated percentage of full vehicle (%) x Rate per Load

#### **Method 2: Volumetric Method**

Tipping Fee = Estimated Volume of load (m<sup>3</sup>) x 0.3 (tonnes/m<sup>3</sup>) x \$125/tonne

Where at the request of the ratepayer both methods are applied, the lesser of the two calculated fees shall apply. Where no agreement on the amount of the levy can be agreed upon, the load shall be refused until such a time the scales are operational.

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## REPORT TO COUNCIL

DEPARTMENT: FINANCE AND ADMINISTRATION

DATE: April 19, 2023

SUBJECT: 2023 MILL RATE

### RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accept the 2023 Mill Rates as recommended and reviewed by the Finance Committee.

### SUMMARY:

- The 2023 budget included about a \$303K or 4.5% increase in total revenues from property taxes, as well as an additional \$125K in landfill revenues to generate the required revenues to operate the municipality.
- Combined assessments of taxable & grantable property values increased by 0.7% from the previous year.
- Additional revenues will need to be raised through increases in mill rates across all property classes to achieve the budgeted revenues for 2023.

Option 1. Exclude municipal solid waste collection levy from mill rates. Residential customers will be charged an additional fee for municipal solid waste collection on their utility bills.

Code	Property Class	2022 Mill Rate	2023 Rate Increase	2023 Mill Rate
1	Residential	\$ 13.43	3.58%	\$ 13.91
2	Commercial	\$ 16.25	4.23%	\$ 16.94
3	Industrial	\$ 18.40	3.98%	\$ 19.13
4	Institutional	\$ 37.25	4.98%	\$ 39.11
5	Urban Other	\$ 13.46	3.98%	\$ 14.00
6	Rural Residential Developed	\$ 12.11	3.58%	\$ 12.54
7	Rural Residential Non-developed	\$ 12.21	3.58%	\$ 12.65
8	Rural Commercial	\$ 12.21	4.23%	\$ 12.73
9	Rural Industrial Developed	\$ 12.21	3.98%	\$ 12.70
11	Rural Agriculture	\$ 12.21	3.98%	\$ 12.70
12	Rural Quarries and Minerals	\$ 12.21	3.98%	\$ 12.70

**Option 2. Add municipal solid waste collection levy to mill rates.**

Code	Property Class	2022 Mill Rate	2023 Rate Increase	2023 Mill Rate
1	Residential	\$ 13.43	3.90%	\$ 13.95
2	Commercial	\$ 16.25	4.61%	\$ 17.00
3	Industrial	\$ 18.40	4.34%	\$ 19.20
4	Institutional	\$ 37.25	5.43%	\$ 39.27
5	Urban Other	\$ 13.46	4.34%	\$ 14.04
6	Rural Residential Developed	\$ 12.11	3.90%	\$ 12.58
7	Rural Residential Non-developed	\$ 12.21	3.90%	\$ 12.69
8	Rural Commercial	\$ 12.21	4.61%	\$ 12.77
9	Rural Industrial Developed	\$ 12.21	4.34%	\$ 12.74
11	Rural Agriculture	\$ 12.21	4.34%	\$ 12.74
12	Rural Quarries and Minerals	\$ 12.21	4.34%	\$ 12.74

We recommend adding the municipal solid waste levy to the mill rates for the following reasons;

- The Town needs more time to gain a better understanding of;
  - The collection and disposal costs for residents living inside and outside the corridor.
  - The amount of revenues that can be generated from residential tipping fees.
  - The costs incurred through managing the landfill and settling the outstanding collection contract.
  - Opportunities for improved user-pay / conservation-based options.
- The Town needs to determine how the user pay model will be applied to the various residential property classes (ie. vacant property) and how these properties will be identified.
- The Town needs to determine whether residential customers will be allowed to choose their own solid waste disposal option.
- The Town needs to engage community members and get feedback on the introduction of the solid waste collection levy. This will ensure that residents are more accurately informed about the proposed changes.

**BACKGROUND:**

During the budget process every year, the Council approves the amount of revenue required to operate the municipality. From this amount they subtract other sources of known revenues such as grants, licenses, user fees, etc. and the difference between those sources of revenues and expenses is the amount to be raised by property taxes.

The amount to be raised is divided by the total value of all property in the municipality and multiplied by 1,000 to determine the tax rate, also known as the mill rate. The calculation expressed as an equation is as follows:

<u>Amount to be raised (a)</u>	X 1,000 = mill rate
Total taxable assessment (b)	



- (a) As determined by Council during the O&M budget process
- (b) As determined by the GNWT assessors

The word “Mill” is derived from the Latin word for one thousand. In tax terms, one mil is equal to 1/1,000 of a dollar or \$1.00 in tax for each one thousand dollars (\$1,000) of assessed value.

Other levels of government do not pay property tax however they do pay a “grant in lieu” of tax. Municipal properties are exempt from tax as are a few other properties such as churches, etc.

Property assessments for government land and improvements are categorized according to predominant use property class (e.g., residential, commercial, industrial, institutional, etc.) and calculation of grants in lieu are derived using the same mill rates that apply for taxable properties (by class). Therefore, for the purposes of this paper the revenues earned through grants in lieu are included as a source of revenue derived from property assessments and any recommended increases will apply to properties that are grantable.

The 2023 mill rates are applied to 2022 assessment values to generate the revenue that is approved during the 2023 O&M budget process.

On December 13, 2023, Council approved a targeted 4.5% increase in property tax revenues, which would equate to a gross increase of \$303K. The council also approved an additional \$125K in landfill revenues from municipal solid waste collection.

### **School Tax Levy**

The Town of Hay River administers a school tax levy on behalf of the GNWT. School tax is collected and remitted to the GNWT and the rate is set by the GNWT. On March 28, 2023, the Town received notice (see attached) that the school tax levy would be set at 2.48 for 2023. The 2022 school tax levy was 2.32. School tax applies to all taxable property as well as all non-GNWT grantable property.

The School tax levy is applied in the same manner as the municipal levy and is assessed per \$1,000 of value.

**Proposed 2023 Mill Rate:**

Code	Property Class	2023 Mill Rate	2023 School Tax Levy Rate	2023 Combined
1	Residential	\$ 13.95	\$ 2.48	\$ 16.43
2	Commercial	\$ 17.00	\$ 2.48	\$ 19.48
3	Industrial	\$ 19.20	\$ 2.48	\$ 21.68
4	Institutional	\$ 39.27	\$ 2.48	\$ 41.75
5	Urban Other	\$ 14.04	\$ 2.48	\$ 16.52
6	Rural Residential Developed	\$ 12.58	\$ 2.48	\$ 15.06
7	Rural Residential Non-developed	\$ 12.69	\$ 2.48	\$ 15.17
8	Rural Commercial	\$ 12.77	\$ 2.48	\$ 15.25
9	Rural Industrial Developed	\$ 12.74	\$ 2.48	\$ 15.22
11	Rural Agriculture	\$ 12.74	\$ 2.48	\$ 15.22
12	Rural Quarries and Minerals	\$ 12.74	\$ 2.48	\$ 15.22

The revenue to be earned from these proposed rates (excluding school tax which flows through to the GNWT) is \$7,194,643. In the case of Class 04- Institutional, very few of the properties under this classification will be charged the Education Mill rate as they are owned by the Territorial Government.

**COUNCIL POLICY/STRATEGY OR GOAL:**

To provide appropriate stewardship of Town assets and finances.

**APPLICABLE LEGISLATION, BYLAWS OR STUDIES:**

*Cities, Towns and Villages Act, S.N.W.T. 2003, c. 22, Sections 107, 108 and 109*  
 Financial Administration By-law 2252/FIN/11  
*NWT Property and Assessment Tax Act*

**FINANCIAL IMPLICATIONS:**

N/A

**ALTERNATIVES TO RECOMMENDATIONS:**

Apply different weightings to rate increases.

**ATTACHMENTS:**

*2023 Education Mill Rates – Hay River*

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Prepared by:

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Reviewed by:

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Abena Nyarko  
Director of Finance and Administration

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Glenn Smith  
SAO

Date: April 12, 2023

Date: April 12, 2023



VIA EMAIL: [sao@hayriver.com](mailto:sao@hayriver.com)

Mr. Glen Smith  
Senior Administrative Officer  
Town of Hay River  
100-62 WOODLAND DRIVE  
HAY RIVER NT X0E 1G1

Dear Mr. Smith:

**2023 Education Mill Rates in Municipal Taxation Areas**

This letter is to advise that the Minister of Finance has established 2023 education mill rates for the Municipal Taxation Areas in keeping with the policy that ensures mill rates increase each year at the rate of inflation.

The 2023 Hay River education mill rate is 2.48.

Please do not hesitate to contact our office at (867) 767-9158 extension 15051 if there are any questions regarding this matter.

Sincerely,

Kelly Bluck  
Director, Fiscal Policy, Finance

c. Ms. Tegwen Jones Director & Superintendent of Insurance, Taxation, Corporate Credit & Collections, Finance

Ms. Grace Lau-a, Director, Community Operations, Municipal and Community Affairs

Northwest  
Territories Canada



REGULATIONS REGISTER  
REGISTRE DES RÈGLEMENTS

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Inscribed au  
registre des règlements  
le 27 Mars 2023  
under registration  
number R-209-2023  
n° d'enregistrement  
R-209-2023  
Filed by  
Déposé par  
Registrar of Regulations  
registraire des règlements

PROPERTY ASSESSMENT AND  
TAXATION ACT

EDUCATION MILL RATE  
ESTABLISHMENT ORDER (2023)

The Minister of Finance, under section 76.1 of the *Property Assessment and Taxation Act* and every enabling power, makes the *Education Mill Rate Establishment Order (2023)*.

1. The education mill rates established by this order apply for the 2023 calendar year.
2. The following education mill rates are established:

<u>Taxation Area</u>	<u>Education Mill Rate</u>
Fort Simpson	2.25
Fort Smith	2.77
Hay River	2.48
Inuvik	2.82
Norman Wells	3.94

Dated March 27, 2023.

LOI SUR L'ÉVALUATION ET  
L'IMPÔT FONCIERS

ARRÊTÉ ÉTABLISSANT LES TAUX DU  
MILLIÈME SCOLAIRE POUR L'ANNÉE 2023

La ministre des Finances, en vertu de l'article 76.1 de la *Loi sur l'évaluation et l'impôt fonciers* et de tout pouvoir habilitant, prend l'*Arrêté établissant les taux du millièm scolaire pour l'année 2023*.

1. Les taux du millièm scolaire établis en vertu du présent arrêté s'appliquent à l'année civile 2023.
2. Sont établis les taux du millièm scolaire qui suivent :

<u>Zone d'imposition</u>	<u>Taux du millièm scolaire</u>
Fort Simpson	2,25
Fort Smith	2,77
Hay River	2,48
Inuvik	2,82
Norman Wells	3,94

Fait le 27 mars 2023.

Caroline Wawzonek  
Minister of Finance  
Ministre des Finances





# REPORT TO COUNCIL

**COUNCIL:**

**DATE:** 19 April 2023

**DEPARTMENT:** Lands & Taxation

**SUBJECT:** Interest to Purchase – Lot 3 Block E Plan 39

## RECOMMENDATION:

**THAT THE COUNCIL OF THE TOWN OF HAY RIVER, consider Carter Air Services Ltd.'s request to purchase and acquire title to Lot 3 Block E Plan 39 as per Land Administration Bylaw 2178, section 9 (a) and (b);**

### *9). DISPOSAL OF NON-RESIDENTIAL LAND*

- a) Subject to Section 6) b) The Town shall prefer a sale to lease of non-residential land, however, where the Town leases land to an eligible applicant, the term of the lease shall not exceed five (5) years. Each lease shall contain an option to renew for a further period as contained in the original Lease or for a minimum term as determined by term remaining in the Head lease.*
- b) Subject to Section 6) b) non-residential land owned by the Town already under lease from the Town may be purchased by the current lessee under the terms and conditions contained in Section 13) of this By-Law, such leases may be extended only pursuant to the terms of such lease in the name of the current lessee, the terms and conditions of the extension shall be determined by this By-Law.*

**And to direct Administration to forward to Council the following:**

- **To get professional appraisal for the market value of Lot 3 Block E Plan 39**
- **To calculate lot price based on Lot Pricing Policy (as per attached)**
- **Prepare a Land Disposal Bylaw for Carter Air Services Ltd. to purchase and acquire Lot 3 Block E Plan 39**

## BACKGROUND:

Carter Air Services Ltd. has sub-leased Lot 3 Block E Plan 39 from the Town since 1977 for the purpose of establishing a float plane docking facility. Carter Air Services also hold a water-lot lease adjacent and fronting this parcel from the Territorial government.



# REPORT TO COUNCIL

**COUNCIL:**

**DATE:** 19 April 2023

**DEPARTMENT:** Lands & Taxation

**SUBJECT:** Interest to Purchase – Lot 3 Block E Plan 39

The parcel of Lot 3 Block E Plan 39 was Commissioner's land of which the Town acquired ownership in 2007 under Certificate of Title No. 64829. Carter Air Services registered a Caveat against the Title and to date is still in effect.

Carter Air's current lease expires on April 30<sup>th</sup>, 2023, and is looking to purchase the land instead of renewing the lease.

The annual lease fee for the current lease term of Carter Air Services Ltd. is \$1,423.50 plus GST = \$1,494.68. However, if the Town decides to go with the rate on lease fee charges as per Land Administration Bylaw 2178, the "new" estimated annual lease fee will be \$6,300.00. plus GST = \$6,615.00 (2022 Land Assessed value 31,500\*0.2 + GST).

Land Administration Bylaw 2178 Section 11 (a)(i);

**11) LEASE FEES FOR TOWN OWN LAND**

*a) Lease fees for Town owned land shall be determined as follows:*

*i) Twenty percent (20%) of the Assessed Value per annum. The Assessed Value shall be reviewed annually on the anniversary date of the lease.*

The Town received a letter from Carter Air Services Ltd. with an interest in purchasing and acquiring title to Lot 3 Block E Plan 39, rather than renewing the lease.

Carter Air Services Ltd. also holds a lease on the water lot adjacent and fronting to Lot 3 Block E Plan 39.

**COUNCIL POLICY / STRATEGY OR GOAL:**

Lot Pricing Policy

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

Land Administration Bylaw 2178

**FINANCIAL IMPLICATIONS:**



# REPORT TO COUNCIL

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**COUNCIL:**

**DATE:** 19 April 2023

**DEPARTMENT:** Lands & Taxation

**SUBJECT:** Interest to Purchase – Lot 3 Block E Plan 39

---

Reduction of lease fees revenues by \$6,300 per year. This will be offset by the revenues earned from the sale of the land which is pending appraisal.

## ALTERNATIVES TO RECOMMENDATIONS:

Continue to lease Land.

## ATTACHMENTS:

- Letter from Myles Carter
- Sketch Lot 3 Block E Plan 39
- Certificate of Title No. 64829
- Caveat No. 180,664
- RTC – Lot Pricing Policy

---

Prepared by:

Reviewed by:

---

Susan Gallardo  
Lands & Taxation

---

Glenn Smith  
Senior Administrative Officer

Date: 20 April 2023

Date: April 21, 2023





P.O. BOX 4381 HAY RIVER NT CANADA X0E 1G3 Ph. 587-991-2291

April 18, 2023

Mayor & Council  
Town of Hay River  
100-62 Woodland Drive  
Hay River, NT  
X0E 1G1

Dear Sir/Madam:

Re: Interest to purchase Lot 3 Block E Plan 39 – Vale Island

---

Carter Air Services has leased Lot 3, Block E, Plan 39 located on Vale Island from the Town of Hay River for over sixty (60) years. The term of the current lease will come up for renewal on May 1<sup>st</sup>, 2023.

Carter Air Services also holds the water lease (85B/13-5-11) adjacent to Lot 3, Block E, Plan 39, from the Territorial government.

I am submitting this letter to confirm our interest in the purchase of the above lot and hope that the Mayor and Council will consider Carter Air Services to acquire title to Town owned land known as Lot 3, Block E, Plan 39.

Thank you for taking the time to consider my request.

Kind regards.

A handwritten signature in blue ink that reads "M. CARTER".

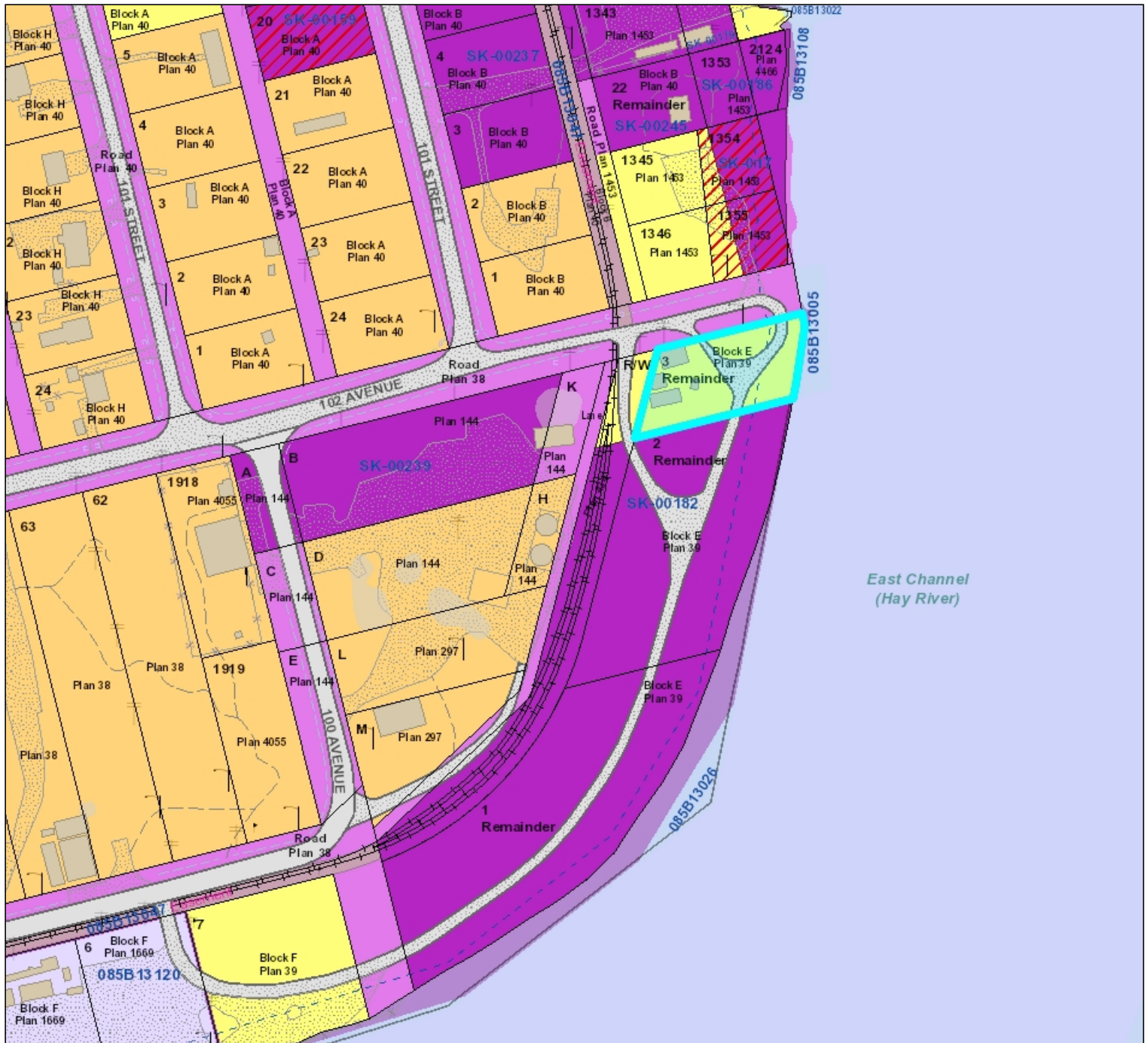
Myles Carter



ATLAS

Government of  
Northwest Territories

# Lot 3 Block E Plan 39 Carter Air Services Ltd. (Lease)



April 19, 2023

## Legend


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

Scale 1: 2,257

50 metres

UTM Zone: 11

COPYRIGHT Government of the Northwest Territories,  
Department of Lands.

<p><b>Implied Reservations</b></p> <p>The title to the land mentioned in this certificate is, unless otherwise indicated on the certificate of title, subject to the following reservations, which are more particularly set out in section 69 of the <i>Land Titles Act</i>:</p> <ul style="list-style-type: none"> <li>- subsisting reservations or exceptions in the original grant of the land;</li> <li>- unpaid taxes, unregistered tax sale transfers and claims of lien for property tax arrears;</li> <li>- public highways, rights-of-way and other public easements;</li> <li>- certain leases or agreements to lease for a term not exceeding three years;</li> <li>- decrees, orders or writs filed and in force;</li> <li>- rights of expropriation.</li> </ul>	<p><b>Conditions implicites</b></p> <p>Le titre de bien-fonds mentionné dans le présent certificat de titre est, à moins d'indications contraires prévues au certificat, assujéti aux conditions suivantes, lesquelles sont précisées à l'article 69 de la Loi sur les titres de biens-fonds:</p> <ul style="list-style-type: none"> <li>- toutes réserves ou exceptions existantes contenues dans la concession primitive du bien-fonds;</li> <li>- toutes taxes non payées, tout acte de vente pour défaut de paiement de l'impôt foncier non enregistré et toutes revendications de privilège quant au paiement d'arriérés d'impôt foncier;</li> <li>- tout chemin public, droit de passage ou servitude publique;</li> <li>- certains baux ou conventions de bail pour une période maximale de trois ans;</li> <li>- tous décrets, ordonnances ou brefs déposés et maintenus en vigueur;</li> <li>- tous droits d'expropriation.</li> </ul>	<p>Crown Grant Concession de la Couronne Pursuant To En vertu de 154,174</p> <p>Previous Title Titre précédent -----</p> <p>Value (optional) Valeur (optionnel)</p> <hr/> <p><b>CERTIFICATE No. – CERTIFICAT N°</b></p>  <p><b>64829</b></p>
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Land Titles Act  
**Certificate of Title  
(General)**  
NORTHWEST TERRITORIES  
REGISTRATION DISTRICT



Loi sur les titres de biens-fonds  
**Certificat de titre  
(Général)**  
CIRCONSCRIPTION D'ENREGISTREMENT  
DES TERRITOIRES DU NORD-OUEST

This is to Certify that

Les présentes attestent que

MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER,

is (are) now the owner(s) of an estate in fee simple  
of and in

est (sont) actuellement le(s) propriétaire(s) d'un domaine  
en fief simple sur le(s) bien(s)-fonds suivant(s)

LOT 3

BLOCK E

PLAN 39

HAY RIVER

subject to the provisions of the *Land Titles Act*, and the encumbrances  
and interests listed on this certificate.

sous réserve de la *Loi sur les titres de biens-fonds*, et des charges et  
intérêts énoncés au présent certificat.

Postal Address of owner  
Adresse postale du propriétaire

Signed and sealed  
Signé et scellé

**2007-07-12**

73 Woodland Drive  
Hay River NT X0E 1G1

  
Northwest Territories Registration District  
circonscription d'enregistrement des Territoires du Nord-Ouest

REGISTRAR  
REGISTRATEUR



## CAVEAT

Date: 2013-03-01

Time: 09:33

No: 180,664

To the Registrar of the Northwest Territories Registration District:

Take notice that I,

**CARTER AIR SERVICES LTD.**

claiming:

**an interest pursuant to a Lease dated the 22<sup>nd</sup> day of August, 2008, between The Municipal Corporation of the Town of Hay River, as lessor and the Caveator, as lessee, commencing on the 1st day of May, 2008, for a term of five (5) years and which Lease is**

in land described as follows:

**LOT 3  
BLOCK E  
PLAN 39  
HAY RIVER**

and shown on certificate of title number

**64829**

standing in the register in the name of

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

forbid the registration of any transfer or other instrument affecting this land or the issuing of a certificate of title to it except subject to the claim set out in this instrument.

Dated at Edmonton, Alberta this 26 day of February, 2013.

CARTER AIR SERVICES LTD., by its  
Solicitors and Agents, MacPherson Leslie &  
Tyerman LLP

Per: [Signature]

L. Neil Gower, Q.C.

### Postal Address of caveator within the Territories:

9 – 103 Street  
Hay River NT X0E 0R9

I certify that this instrument was registered  
(filed) in the Land Titles Office for the  
Northwest Territories Registration District  
on 2013-03-01 at 09:33 hours  
under Daybook No. 180,664

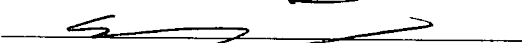
[Signature]  
DI Registrar of Land Titles

## AFFIDAVIT OF VERIFICATION

I, L. NEIL GOWER, of the City of Edmonton, in the Province of Alberta, make oath and say that:

1. I am the agent of the caveator;
2. I believe that the allegations in the above caveat are true.

Sworn before me at Edmonton  
in the Province of Alberta, this 26  
day of February, 2013.

  
A NOTARY PUBLIC in and for the  
Province of Alberta

**STEFAN KREPTUL**  
Barrister & Solicitor

  
\_\_\_\_\_  
L. NEIL GOWER, Q.C.

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

## ABBREVIATIONS - ABREVIATIONS

D - DECLARATION / DECLARATION

## B - BYLAWS / RÉGLEMENT ADMINISTRATIF

### E - EASEMENT / SERVITUDE

URRW - UTILITY RIGHT OF WAY / SERVITUDE  
D'UTILITÉ PUBLIQUE

**ENCUMBRANCES AND INTERESTS - CHARGES ET INTÉRÊTS**

[illegible]

# TOWN OF HAY RIVER

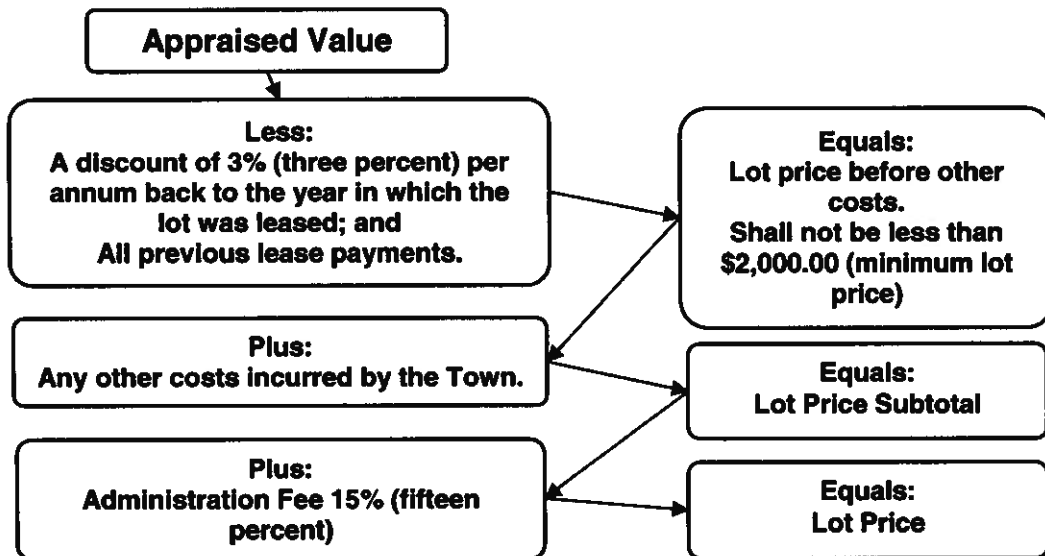
## REPORT TO COUNCIL

**SUBJECT:** LOT PRICING POLICY FOR COMMISSIONERS LAND WHERE AN EXISTING LAND LEASE IS IN PLACE AND THE PARCEL IS TO BE TRANSFERRED IN FEE SIMPLE TITLE PURSUANT TO THE MEMORANDUM OF UNDERSTANDING

**DATE:** March 5, 2007

The Town has established the following Lot Pricing Policy for Commissioners Land where an existing Land Lease is in place and the parcel is to be transferred in Fee Simple Title pursuant to the Memorandum of Understanding dated March 1<sup>st</sup>, 2005 between the Town of Hay River and the Government of the Northwest Territories.

The method used to determine the lot price shall be:



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

That the Council of the Town of Hay River adopt the Lot Pricing Policy as presented.

The policy will apply to Commissioners Land where an existing Land Lease is in place and the parcel is to be transferred in Fee Simple Title pursuant to the Memorandum of Understanding dated March 1<sup>st</sup>, 2005 between the Town of Hay River and the Government of the Northwest Territories.

And further that the Land Sales Incentive Initiative shall not apply to sales of land subject to this Lot Pricing Policy.

**CARRIED**



**Bylaw No. 2190/PS/23**

**10a) Emergency Measures Bylaw**



---

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ESTABLISHMENT OF AN EMERGENCY MEASURES ORGANIZATION**

---

**WHEREAS** the Council of the Town of Hay River is responsible for the direction and control of its emergency response and is required, under the *Civil Emergency Measures Act*, R.S.N.W.T. 1988, c. C-9 and Section 28 of the *Cities, Towns and Villages Act*, S.N.W.T. 2008, c.22 to prepare and approve Emergency Response Plans and programs; appoint an Emergency Measures Committee, establish and maintain an Emergency Measures Organization; appoint a Coordinator of the Emergency Measures Organization and establish the duties of the Coordinator;

**NOW THEREFORE** the Council of the Municipal Corporation of the Town of Hay River in regular session duly assembled hereby enacts as follows:

**1. Title**

This By-law may be referred to as the Town of Hay River Emergency Measures By-law.

**2. Interpretation**

In this by-law

- a) **“Act”** means *Civil Emergency Measures Act*, RSNWT 1988, c C-9, as amended;
- b) **“Coordinator of the Emergency Measures Organization”** means the person appointed as the Coordinator under Section 5 of this by-law;
- c) **“Council”** means the Council of the Municipal Corporation of the Town of Hay River;
- d) **“Emergency”** means a present or imminent event that is affecting or could affect the health, safety or welfare of people or is damaging or could damage property;
- e) **“Emergency Measures Organization”** means the organization established under this by-law;
- f) **“Community Emergency Management Committee”** means the committee established under this by-law;
- g) **“Emergency Plan”** means the Emergency Measures Plan of the Town;
- h) **“Minister”** means the Minister responsible for the Act;
- i) **“SAO”** means the Senior Administrative Officer of the Town of Hay River or designate.
- j) **“Town”** means the Municipal Corporation of the Town of Hay River;
- k) **“Town Limits”** means the corporate limits of the Town as established from time to time.

---

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ESTABLISHMENT OF AN EMERGENCY MEASURES ORGANIZATION**

---

**3. Community Emergency Management Committee**

There is hereby established a Community Emergency Management Committee to participate in emergency planning activities and provide support to the emergency measures organization when its capacity is exceeded. ∴

**4. Emergency Measures Organization**

There is hereby established an Emergency Measures Organization to act as the agent of Council to carry out its statutory powers and obligations under the Act, provided that the Emergency Measures Organization shall not have the power:

- a) to appoint its own members;
- b) to recommend approval of the Town's Emergency Plans and programs; and/or
- c) to exercise any of the powers contained in Section 6 and 9 of this By-law.

**5. Coordinator**

The Senior Administrative Officer of the Town or designate is hereby appointed the Emergency Coordinator of the Emergency Measures organization of the Town.

6. The Director of Protective Services of the Town or designate is hereby appointed the Emergency Operations Coordinator of the Emergency Measures Organization of the Town.

**7. Council Duties**

- a) Council shall:
  - i) By resolution, appoint three of its members to serve on the Emergency Measures Committee;
  - ii) By resolution, appoint a Emergency Operations Coordinator of the Emergency Measures who shall do those things delegated by or required of the Coordinator of Emergency Measures in that person's absence;
  - iii) Ensure that emergency plans and programs are prepared to address potential emergencies or disasters in the Town of Hay River;
  - iv) Ensure the public is informed of the emergency measures program and community risks;

---

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ESTABLISHMENT OF AN EMERGENCY MEASURES ORGANIZATION**

---

- v) Recommend approval the Town of Hay River's emergency plans and programs; and
  - vi) Review the status of the Emergency Plan and related plans and programs at least once each year.
- b) Council may:
- i) by By-law borrow, levy, appropriate and expend, without consent of the electors, all sums required for the operation of the Emergency Measures Organization;
  - ii) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs, including mutual aid plans and programs; and
  - iii) during or within 60 days after the declaration of a state of local emergency, by bylaw, borrow the necessary funds to pay for the expenses of the emergency under the provisions and conditions of Sections 17(4) and (5) of the Act.

**8. Community Emergency Management Committee Structure**

- a) The Community Emergency Management Committee shall consist of members who are identified in the community Emergency Plan approved by Council.
- b) The members of the Committee shall include three (3) Council members; and representatives that may include but are not limited to the:
  - i) The SAO;
  - ii) The Director of Finance;
  - iii) The Director of Public Works;
  - iv) The Director, Protective Services
  - v) The Assistant Senior Administrative Officer
  - vi) The Director of Recreation and Community Services
  - vii) The Community Housing Manager;
  - viii) The Powerplant Operator;
  - ix) The Airport Manager;
  - x) A District Education Authority representative;
  - xi) An RCMP representative;
  - xii) Hay River Health and Social Services representative;
  - xiii) A Department of Infrastructure representative
  - xiv) Regional Superintendent for MACA
  - xv) A Coast Guard Auxiliary Representative
  - xvi) A Katlodechee Representative

---

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ESTABLISHMENT OF AN EMERGENCY MEASURES ORGANIZATION**

---

- xvii) A West Point First Nations Representative
- xviii) A Hay River Metis Government Representative
- xix) Northland Utilities Stittco

**9. Duties of the Community Emergency Management Committee**

The Community Emergency Management Committee shall:

- a) review the Emergency Plan and related plans and programs on a yearly basis;
- b) Support the emergency measures organization active coordination of the emergency
- c) Participate as an active member of the emergency measures organization if required by the emergency measures organization.
- d) Participate in designated emergency planning meetings and table top exercises as required.

**10. Composition of the Emergency Measures Organization**

The Emergency Measures Organization shall be composed of those representatives listed in the Emergency Plan of the Town of Hay River.

**11. Duties of the Coordinator**

The Coordinator of Emergency Measures Organization shall:

- a) prepare and coordinate the Emergency Plan and related plans and programs for the Town of Hay River;
- b) Ensure that someone is designated under the Emergency Plan to act as Emergency Operations Coordinator, on behalf of the Emergency Measures Organization;
- c) submit to Council an accounting of the costs of an emergency measures response;
- d) coordinate all emergency services and other resources used in an emergency;

---

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ESTABLISHMENT OF AN EMERGENCY MEASURES ORGANIZATION**

---

- e) develop and implement an annual public education and awareness program;
- f) ensure that someone is designated to discharge the responsibilities specified in a), b), c) and d) above.

**12. Amend**

By-law 2190/PS/17 is here by amended

**13. Effect**

This by-law shall take full force and effect upon the date that this by-law receives third and final reading.

**READ A FIRST TIME** this 20th day of March, 2023.

\_\_\_\_\_  
Mayor

**READ A SECOND TIME** this 20th day of March , 2023.

\_\_\_\_\_  
Mayor

**READ A THIRD AND FINAL TIME** this day of , 2023.

\_\_\_\_\_  
Mayor

---

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN  
THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ESTABLISHMENT OF AN  
EMERGENCY MEASURES ORGANIZATION**

---

CERTIFIED that this by-law has been made in accordance with the requirements of the Cities, Towns and Villages Act S.N.W.T. 2003, c.22. and the by-laws of the Municipal Corporation of the Town of Hay River on this      day of      , 2023.

---

Senior Administrative Officer



**Bylaw No. 2332/PWS/23**

**10b) Solid Waste Management Bylaw**

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

**A BY-LAW** of the Council of the Municipal Corporation of the Town of Hay River in the Northwest Territories, to provide for the management of solid waste in the Town of Hay River, which includes the collection, transportation and disposal of solid waste, as per the authorities set out in the Cities, Towns and Villages Act S.N.W.T. 2003, c. 22 ("Cities, Towns and Villages Act"), and in the interests of the health, safety, and welfare of the residents of this Town.

**WHEREAS** pursuant to section 58 of the Cities, Towns and Villages Act, a municipal corporation may, for a municipal purpose, establish, deliver and operate services, public utilities and facilities and in doing so shall, in a by-law:

- a. set the terms and conditions applicable to users,
- b. set reasonable rates or amounts of deposits, fees and other charges,
- c. provide for charging and collecting deposits, fees and other charges,
- d. provide criteria for when service will be discontinued or refused, and
- e. provide for a right of entry onto private property to determine compliance with terms and conditions of use;

**AND WHEREAS**, pursuant to section 70 of the Cities, Towns and Villages Act, a council may make by-laws for municipal purposes respecting public utilities, programs, services, infrastructure and facilities provided or operated by, or on behalf of, the municipal corporation and the enforcement of by-laws;

**AND WHEREAS**, pursuant to section 72 of the Cities, Towns and Villages Act, a council may in a by-law, among other things:

- a. regulate or prohibit activities,
- b. deal with any activity or thing in different ways, divide each of them into classes and deal with each class in different ways,
- c. provide for a system of licenses, permits or approvals including any or all of the matters listed therein, and
- d. provide remedies for the contravention of a by-law;

**AND WHEREAS**, pursuant to section 90 of the Cities, Towns and Villages Act, a council may, in a by-law respecting a public utility, provide for the prohibition or regulation of the discharge of substances and liquids into a waste management system;

**AND WHEREAS**, pursuant to s. 10 of the Environmental Protection Act, R.S.N.W.T. 1988, c. E-7 ("Environmental Protection Act"), a municipal corporation may, by by-law prohibit or regulate the disposal of litter;

**AND WHEREAS**, the Town of Hay River deems it desirable and in the public interest to establish, operate, maintain r a solid waste management system in the Town of Hay River;



TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

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

**SHORT TITLE**

1. This By-law may be cited as the "Solid Waste Management By-law".

**PART 1 - INTERPRETATION**

**DEFINITIONS**

2. (1) In this By-law the following terms, phrases and their derivatives shall have the meanings given herein. If or when they are not consistent with the context, words in the present tense shall include the future, words in the plural context include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory. Words not defined shall be interpreted in accordance with the Interpretation Act, R.S.N.W.T. 1988, c. I-8 and the Cities, Towns and Villages Act, S.N.W.T. 2003, c. 22 and if not defined in either of these Acts, they are to be given their common and ordinary meaning.

*"Biomedical Waste"* means medical waste that requires special handling and disposal because of environmental, aesthetic, and health and safety concerns as well as risks to human health and includes:

- a. human anatomical waste,
- b. infectious human waste,
- c. infectious animal waste,
- d. microbiological waste,
- e. blood and body fluid waste, and medical sharps such as needles, syringes, blades, or other clinical or laboratory materials capable of causing punctures or cuts;

*"Burn Permit"* means a permit issued by the Town Fire Chief or his or her designate pursuant to the Fire Prevention By-law in the form prescribed by the Senior Administrative Officer from time to time;

*"Child"* means a person fourteen (14) years of age or younger;

*"Commercial Premise"* means any premise that is not a residential premise.

*"Commercial Waste"* means all solid waste generated by commercial, institutional and industrial premises except for special waste;

*"Compactor"* means a mechanism capable of reducing the volume of garbage by compaction;

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

<i>"Construction Site"</i>	means the location where building erection, renovation, demolition or work is being performed, and/or a location where surface or subsurface pipe work or mechanical work is being performed on any landscape or building where changes are being undertaken by anyone, or a location where excavations are being performed;
<i>"Construction Waste"</i>	means any form of solid waste material including wood product, concrete, steel, iron, miscellaneous metals, gypsum product, clay product, non-contaminated soil or other granular fill, plastics and insulation that is generated at a construction site, but does not include hazardous waste;
<i>"Container"</i>	means a dumpster, bin or compactor intended or used for the storage of household waste at multi-family unit premises, commercial waste at commercial premises, and construction waste at construction sites;
<i>"Council"</i>	means the Council of the Town of Hay River;
<i>"Electronics/E-waste"</i>	means any electronic device including but not limited to TVs, VCR/DVD/Blu-Ray Players, Stereos, Microwaves, Computers, Printers and Monitors;
<i>"Facility Attendant"</i>	means a person employed by the Town or a Solid Waste Contractor and designated to carry out specific duties by the Senior Administrative Officer at any solid waste site;
<i>"Garbage Bag"</i>	means a standard size 77 litre sturdy leak-proof plastic bag specifically manufactured and marketed to store household waste or commercial waste and does not include plastic bags that are intended for other purposes;
<i>"Garbage Receptacle"</i>	means a standard size 130 litre bin intended or used for the storage of household waste;
<i>"Garbage Receptacle Limit"</i>	Four (4) 130 Litre garbage receptacles of (4) 77 litre garbage bags per week. Garbage receptacles and garbage bags are limited to a maximum weight of 25 kg per receptacle or bag when full. ;
<i>"General Medical Waste"</i>	means non-hazardous medical waste and includes soiled dressings, sponges, surgery drapes, lavage tubes, casts, catheters, disposable pads, disposable gloves, specimen containers, lab coats and aprons, tubings, filters, towels and disposable sheets, but does not include biomedical waste;

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<i>"Hazardous Waste"</i>	means any solid waste presenting an actual or potential danger to human health and safety or to other living organisms in the environment, including, but not limited to any materials requiring placards or labels as identified by Transport Canada under the Transportation of Dangerous Goods Regulations or that is otherwise regulated by the Federal and/or Territorial Governments;
<i>"Household Waste"</i>	means all solid waste generated by residential premises except for special waste;
<i>"Householder"</i>	means the occupant of residential premises, and where such premises are unoccupied or are within an apartment house means the owner, manager or caretaker thereof, but does not include a boarder, roomer or lodger nor the occupant of an apartment house;
<i>"Inspector"</i>	means the Senior Administrative Officer or an Officer designated by the Senior Administrative Officer;
<i>"Light load/Waste"</i>	means waste lighter than 100 kg/m <sup>3</sup> ;
<i>"Litter Receptacle"</i>	means a receptacle intended for public use for the collection of litter, but in any event excludes a container;
<i>"Multi-family Unit"</i>	means three (3) or more individual residential premises having common structural elements;
<i>"Officer"</i>	means a person who is appointed in accordance with the Cities, Towns and Villages Act as a By-law Officer to enforce the by-laws of the Town and any Peace Officer who is entitled by law to enforce the by-laws of the Town;
<i>"Oversized Load"</i>	means a load that is wider than 3.2 metres or 10 feet and 6 inches;
<i>"Owner"</i>	means the holder of title to a piece of property;
<i>"Person"</i>	means an individual human being or a corporation and includes a partnership, society, and an association or a group of persons acting in concert unless the context explicitly or by necessary implication otherwise requires;
<i>"Premise"</i>	means a property or portion thereof capable of being occupied or used for residential or commercial purposes;

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<i>"Public Lands"</i>	means all lands accessible by the general public including streets, sidewalks and parks but does not include the Solid Waste Site;
<i>"Reasonable Time or Notice"</i>	for the purpose of administration of this Bylaw shall mean a period of not less than 24 hours unless otherwise noted in this Bylaw;
<i>"Recyclables"</i>	means types of solid waste designated for disposal at a recycling depot as defined by the Government of the Northwest Territories Waste Reduction and Recovery Program;
<i>"Recycling Depot"</i>	means a Bottle Depot established by another order of government;
<i>"Residential Premise"</i>	means a premise or a self-contained part thereof, occupied and used as a dwelling, unless otherwise designated as a commercial premise by the Senior Administrative Officer;
<i>"Salvage"</i>	means reusable solid waste that has been deposited at designated areas of a solid waste site that are accessible to the general public;
<i>"Secured Load"</i>	means a load enclosed in a vehicle or covered with a tarpaulin or similar cover such as a mesh blanket or plywood board that completely and securely encloses the load and that is properly attached to the vehicle or trailer so as to prevent any part of the load from falling off of the vehicle or out of the trailer;
<i>"Senior Administrative Officer"</i>	means the Senior Administrative Officer of the Town of Hay River, appointed pursuant to the Cities, Towns and Villages Act, or his or her designate;
<i>"Single Family Unit"</i>	means a self-contained residential unit with its own entrance that is not accessed through another dwelling unit, but does not include a multifamily unit premise;
<i>"Solid Waste"</i>	includes any matter or material that is discarded, or is intended to be discarded;
<i>"Solid Waste Contractor"</i>	means the person (or persons) who has an existing legal right granted by the Town of Hay River for the collection, removal and disposal of household waste and commercial waste, and designated special waste from time to time, from residential premises and commercial premises in the Town.
<i>"Solid Waste Site"</i>	means the Town facility, or facilities, designated for the disposal of solid waste by the Senior Administrative Officer;

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<i>“Special Waste”</i>	<p>means any solid waste that exceeds the size or weight restrictions set out in this By-law for household waste, or:</p> <ul style="list-style-type: none"><li>a. yard waste;</li><li>b. hazardous waste;</li><li>c. biomedical waste;</li><li>d. construction waste;</li><li>e. animal waste;</li><li>f. and includes any other solid waste that requires special handling as designated by the Senior Administrative Officer from time to time and/or the payment of specified tipping fees as set out in Bylaw 2431 - Fees and Charges Bylaw – Schedule B - Part 9 – Solid Waste Facility Tipping Fees including:<ul style="list-style-type: none"><li>I. wet filled lead acid batteries,</li><li>II. vehicles and vehicle parts including tires,</li><li>III. propane tanks,</li><li>IV. white goods,</li><li>V. animal carcasses including parts,</li><li>VI. hydrocarbon contaminated soil,</li><li>VII. non-contaminated soil,</li><li>VIII. scrap steel and metal,</li><li>IX. tree branches, stumps, roots and logs, and</li><li>X. cooking grease from commercial premises;</li></ul></li></ul>
<i>“Tag”</i>	<p>means a tag in the form prescribed by the Senior Administrative Officer;</p>
<i>“Tipping Fees”</i>	<p>means the fees levied and collected by the Town, for solid waste deposited at the Solid Waste Site;</p>
<i>“Town”</i>	<p>means the Town of Hay River, a municipal corporation in the Northwest Territories, and includes the area contained within the boundaries of the Town of Hay River where the context requires;</p>
<i>“Vehicles”</i>	<p>shall include all registered or unregistered motorized vehicles and any type of water or aircraft whether or not they remain capable of being operated either on a road or off road, a water way or in the air;</p>
<i>“Vehicle Charge for the Disposal of Residential Waste”</i>	<p>means the fee set out in Bylaw No. 2431 - Fees and Charges or any successor by-law;</p>

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<i>“White Goods”</i>	means a metal bath tub and any large household appliance including, but not limited to, refrigerators, freezers, stoves, dishwashers, air conditioners, washing machines, clothes dryers and hot water heaters;
<i>“Yard Waste”</i>	means waste from gardening or horticultural activities and includes grass clippings or cuttings, shrubbery, and hedge prunings (excluding tree branches, stumps, roots and logs) leaves, and weeds, but does not include peels, rinds or other organic material produced as a result of food preparation.

3. RULES FOR INTERPRETATION

- (1) This By-law includes the Schedules annexed hereto, and the Schedules form part of this By-law.
- (2) Any marginal notes and headings in this By-law are for reference purposes only.
- (3) Any Act, Regulation or By-law that is referred to in this By-law shall be interpreted as including any successor Act, Regulation or By-law.
- (4) Each provision of this By-law is independent of all other provisions. If a Court of competent jurisdiction declares any provision invalid for any reason, all other provisions of this By-law shall remain valid and enforceable, and the By-law shall be interpreted as such.
- (5) Nothing in this By-law shall be deemed to nullify, amend, supersede or repeal any provisions of the bylaw(s) relating to fires or the provision of emergency services, but in the event of any conflict between such by-laws and this By-law, the provisions of this By-law shall be modified only to the extent necessary to give effect to the fire or other emergency response by-law(s); however the more stringent provisions shall be followed in any event.

**PART 2 – ADMINISTRATION**

4. AUTHORITY OF SENIOR ADMINISTRATIVE OFFICER

- (1) The Senior Administrative Officer is authorized, at his or her sole discretion, to:
  - (a) require, in order to maintain the integrity of a solid waste site and to otherwise determine compliance with this By-law, pre-testing to be done on, or

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sampling to be done of, any solid waste placed for collection or otherwise presented or proposed for disposal to confirm the acceptability of such solid waste and/or to determine its composition;

(b) deny the use of a solid waste site and/or collection services, on either a temporary or permanent basis, to any person who violates any of the terms of this By-law, including failing to pay the prescribed fees set out in Schedules C;

(c) evaluate and certify the acceptability for disposal of any solid waste not specifically dealt with in this By-law, but consistent with this By-law, upon receiving a written request by a person proposing to use the Solid Waste Site;

(d) specify an acceptable time schedule, and predisposal conditions for the delivery of solid waste that might otherwise cause undue operational difficulties at the Solid Waste Site;

(e) reject, in order to maintain the integrity of a solid waste site, any solid waste, for any reason including, but not limited to, non-segregation of solid waste when such segregation is required, volume, source, contents, disposal capability of a solid waste site or prevailing weather;

(f) designate materials as special waste;

(g) limit, restrict or make conditional back-yard composting when health or wildlife concerns arise;

(h) designate a premise having three (3) or more residential units as a single family unit for the purposes of collection, and to designate a premise having two (2) residential units as a multi-family unit premise for the purposes of the orderly collection of household waste (i) designate a premise falling within the definition of a residential premise as a commercial premise, and a commercial premise as a residential premise, for the purpose of the orderly collection of solid waste in the Town;

(j) grant approvals and permissions as set out in this By-law;

(k) determine the time and frequency of solid waste collection;

(l) establish specific dates from time to time when a householder may place specifically designated types of special waste for collection in a garbage receptacle or otherwise;

(m) designate areas at a solid waste site for the placement and subsequent removal of salvage items, in addition to designating areas at a solid waste site as restricted areas that are not to be assessed by unauthorized persons; and

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- (n) make any rules or regulations that he or she may deem necessary concerning the safe use and efficient operation of a solid waste site and the general management of solid waste in the Town that do not otherwise contradict the provisions of this By-law.

5. AUTHORITY OF AN INSPECTOR

- (1) An Inspector may inspect any place or thing where solid waste is reasonably believed to be present, including garbage receptacles and containers, and may initiate such remedial action, as deemed necessary in order to achieve compliance with the provisions of this By-law.
- (2) An Inspector may issue a written order, if he or she finds that a person is contravening a provision of this By-law, directing the person to take any action or measure necessary to remedy the contravention and to prevent a reoccurrence of it.
- (3) Where this By-law authorizes or requires anything to be inspected, remedied, or done by the Town, an Inspector may, after giving reasonable notice to the householder or owner of the land, vehicle or structure affected:
  - (a) enter the land, vehicle or structure at any reasonable time, and carry out the inspection, remedy, enforcement or action authorized or required by this By-law;
  - (b) require anything to be produced to assist in the inspection, remedy, enforcement or action; and
  - (c) make copies of anything related to the inspection, remedy, enforcement or action.
- (4) The Inspector shall, on request, display or produce identification showing that he or she is authorized to make entry.
- (5) The Inspector authorized to perform a task under subsection (3) need **not** give reasonable notice and may enter at any hour and perform a task referred to in subsection (3) without the consent of the householder or owner, if the Inspector or Council is of the opinion that:
  - (a) there is imminent danger to public health or safety; or
  - (b) the action is warranted by extraordinary circumstances.

6. CHARGING BACK REMEDIAL COSTS

- (1) Where the householder or owner of any building or premises who has been ordered by an Inspector to remedy any condition that is contrary to this By-law, and fails to comply with the order within the time specified therein, the Town may remedy the breach and the householder or owner shall be liable for the costs associated with the correction thereof.



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(2) Further to subsection (1), all expenses and costs incurred by the Town in remedying the condition are a debt owing to the Town by the person that contravened this By-law and may be recovered from the person in default by civil action for debt, or by charging it against the real property of which the person is the assessed owner in the same manner as arrears of property taxes under the Property Assessment and Taxation Act; and lastly they shall be in addition to, and not a substitute for, any fines or penalties to which the person may be subject under this By-law.

7. APPEALS

(1) Any person served with an order made pursuant to section 5 of this By-law, may appeal the decision to Council within fourteen (14) days of the date of such order and the decision of Council on such an appeal shall be final subject only to any applicable provision of the Cities, Towns and Villages Act.

(2) An appeal made under sub-section (1) shall:

- (a) be in writing, stating the reasons for the appeal;
- (b) be delivered to the Senior Administrative Officer; and
- (c) be heard by Council at a regular or special Council meeting within twenty-one (21) days from the date it is received.

(3) Where Council or the Senior Administrative Officer is of the opinion that there is imminent danger to public health or safety, they may:

- (a) specify a shorter appeal period, or
- (b) initiate action prior to the appeal being heard by Council.

(4) When hearing an appeal, Council may dismiss, uphold or vary the decision of the Inspector.

(5) Subject to subsection (3), no action on an order shall be taken until:

- (a) the period for commencing an appeal has expired and no appeal has been made, or
- (b) Council has dismissed an appeal.

8. AUTHORITY OF A SOLID WASTE CONTRACTOR

(1) With respect to the collection of waste, a Solid Waste Contractor, or its employees or agents, has the authority to:

- (a) determine, for the purposes of collection:
  - (i) whether a garbage receptacle meets the criteria established in section 10, and
  - (ii) whether the garbage receptacle limit has been exceeded;

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- (b) inspect waste from residential and commercial premises placed for collection to determine if it contains special waste; and
- (c) refuse to collect solid waste that:
  - (i) it reasonably believes to be or contain special waste, or
  - (ii) is household waste set out for collection in a garbage receptacle or a garbage bag that is required to have a tag attached to it and does not.

**PART 3 – HOUSEHOLD AND COMMERCIAL WASTE COLLECTION, STORAGE, DISPOSAL & FEES**

**9. CONTRACTING**

- (1) The Town may contract with any person and may grant an exclusive or non-exclusive right to any person or persons for the collection, removal, disposal and recycling of all or a portion of its solid waste on any terms and conditions that it deems to be proper and expedient, and that person or persons shall be the Town's Solid Waste Contractor(s).

*Private Collection Contracts*

- (2) Any person may choose to deliver and dispose of their own household waste at the solid waste site during normal hours of operation without charge.

*General Provisions Applicable to Household and Commercial Waste*

- (3) No person shall dispose of or place for collection household or commercial waste that has not been strained to eliminate excess liquids, and such strained household or commercial waste shall be placed in a garbage bag that completely encloses the contents and prevents any leakage or spillage.
- (4) On collection days and prior to collection, every garbage receptacle or container shall be made readily accessible from, and immediately adjacent to the lane adjoining the property from which it is to be collected and in the absence of such a lane, it shall be made readily accessible from within three (3) metres of the street adjoining such property.
- (5) On collection days every garbage receptacle or container shall be kept at either ground level or at a height of not more than one (1) metre above ground level.
- (6) Every person shall, immediately upon discovery or otherwise within twelve (12) hours of it occurring, clean-up and dispose of any household or commercial waste or other solid waste scattered or spilled by animals or whatever other means.

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- (7) The Town will not be responsible for damage to garbage receptacles or containers.
- (8) The Town will not be responsible for any damage to roads or infrastructure on a private site resulting from the operation of solid waste collection vehicles during solid waste collection activity at that private site.
- (9) Where household waste is placed in a receptacle other than a garbage receptacle or a garbage bag, the receptacle is deemed to be solid waste and may be collected as such.

*Provisions specific to Household Waste from Single Family Unit Premises*

- (10) (a) A tag purchased for the fee prescribed in Bylaw No. 2431 - Fees and Charges or any successor by-law shall be affixed to residential garbage receptacles or garbage bags placed by a householder for collection by the Town or a Solid Waste Contractor in excess of the garbage receptacle limit.
- (b) Any residential garbage receptacles and/or garbage bags placed by a householder for collection in a garbage receptacle in excess of the garbage receptacle limit will remain uncollected until a tag is placed on it.
- (11) No person shall place a portable garbage receptacle at any front yard or curbside collection location before 6:00 pm on the day prior to the scheduled collection day.
- (12) Every person who wishes to have their household waste collected shall place it for collection in the appropriate location no later than 8:00 a.m. on the scheduled collection day.
- (13) No person shall leave emptied portable garbage receptacles, or solid waste that has not been collected for any reason, at a front yard or curbside collection location later than noon of the day following collection. Provision specific to Household Waste from Multi-Family Unit Premises, and Commercial Waste from Commercial Premises
- (14) All owners of multi-family unit premises and commercial premises shall ensure that adequate arrangements for the timely removal and disposal of those types of solid waste are maintained at all times.
- (15) All owners of multi-family unit premises and commercial premises shall ensure that collection occurs at least every two (2) weeks if food product comprises a portion of the household or commercial waste to be collected.

10. GARBAGE RECEPTACLES & CONTAINERS

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- (1) Every householder and owner shall provide, maintain and keep in good order, repair, safe and operable condition, sufficient garbage receptacles or containers for all household waste or commercial waste generated upon the premises owned or managed by them; and shall only deposit household waste or commercial waste in the garbage receptacles or containers respectively and not in any other place.
- (2) All containers and garbage receptacles must meet any standards and requirements of the Town or a Solid Waste Contractor's vehicles used for automated solid waste collection.
- (3) Every occupant of commercial premises or multi-family unit premises shall dispose of their commercial waste or household waste in the container provided by the owner for that purpose.
- (4) Every owner of commercial premises or multi-family unit residential premises shall provide sufficient containers for all household waste or commercial waste generated upon the premises owned or managed by them.
- (5) Recyclables may be disposed of in a bin approved for this use by the Senior Administrative Officer.
- (6) No person shall, directly or indirectly, place or permit any person to place the following types of restricted solid waste in their garbage receptacle or container, or in any other place except in accordance with this By-law:
  - (a) hot ashes or burning matter;
  - (b) waste liquids or unwrapped wet household or commercial waste;
  - (c) sharp objects such as broken glass, nails, knives, metal or wood splinters;
  - (d) individual items, other than construction waste segregated in a container, that are longer than 1.2 metres (4 feet) in any dimension;
  - (e) biomedical waste;
  - (f) special waste;
  - (g) general medical waste, unless it is securely contained in a garbage bag; and
  - (h) waste that is otherwise unsafe for the Town or a Solid Waste Contractor to access or handle.
- (7) Notwithstanding section 10(1), a householder may place specifically designated types of special waste for collection when such an opportunity

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is advertised, subject to compliance with any conditions in the advertisement.

- (8) Every garbage receptacle and/or container shall be kept within the boundaries of the parcel of lands on which the premises that it is provided for are situated.
- (9) Garbage receptacles and containers shall be stored and maintained so as to not provide harborage for rodents or other animals in or near them. Garbage receptacles shall also be placed and kept in an upright condition so as to not be easily toppled and in such a manner that will prevent animals from breaking bags and/or scattering the contents.
- (10) Every householder and owner providing, maintaining or keeping a garbage receptacle or container required pursuant to section 10(1), shall provide a closefitting and otherwise good and sufficient cover for such garbage receptacle or container that is capable of keeping out animals and insects and shall keep such cover secured over the opening except when it is being filled or emptied.
- (11) No person shall fill or permit to be filled, any garbage receptacle or container to the point where the lid or cover cannot be properly secured.
- (12) (a) Notwithstanding any other provisions of this Bylaw, a garbage receptacle shall be sufficiently strong to hold the weight of household waste contained therein without breaking, have handles for lifting, be constructed of sturdy water-tight material, be loaded to allow for easy and safe removal of the contents by the Town or a Solid Waste Contractor, be kept both clean and reasonably free of odor; and shall not exceed:
  - (i) 25 kilograms (55 pounds) in weight when full; and
  - (ii) subject to subsection (b), a maximum volume of no more than 77 litres.

(b) A householder or owner may use a garbage receptacle with a volume greater than 77 litres if the household waste in it is securely and completely packaged in tied 77 litre garbage bags and the garbage bags can be easily removed without lifting the garbage receptacle.
- (13) No householder or owner shall permit waste to unduly accumulate on their premises.
- (14) When any garbage receptacle or container has been condemned by an Inspector and written notice to that effect has been given to the householder or owner, the condemned garbage receptacle or container

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shall be removed and disposed of by the householder or owner and if this is not done by him or her, the Town or a Solid Waste Contractor may do so at the direction of the Senior Administrative Officer and any costs associated with the removal may be charged back against the householder or owner that failed to effect the removal in a manner consistent with section 6.

## 11. SPECIAL WASTE

### *Segregation and Disposal*

- (1) Every person shall segregate special waste by like type and dispose of it in accordance with the terms and provisions of this By-law, and pay the fees set out in Bylaw No. 2431 - Fees and Charges or any successor by-law applicable to special waste.

### *Yard Waste*

- (2) Every person generating yard waste shall either compost it on their premises or shall dispose of it at a solid waste site in the area designated for its disposal.

### *Hazardous Waste*

- (3) No hazardous waste other than the types listed with specific tipping fees as set out in Bylaw No. 2431 - Fees and Charges or any successor by-law from commercial premises will be accepted at a solid waste site without the prior written permission of the Senior Administrative Officer.

### *Biomedical Waste*

- (4) No biomedical waste will be accepted at the Solid Waste Site.

### *Construction Waste*

- (5) Any person carrying out the construction, alteration or demolition of a property or premise shall:
- (a) remove from any portion of the street and from any other public place, adjacent to such work, all earth, rock, or construction waste that have been deposited thereon;
  - (b) maintain sufficient garbage receptacles or other approved containers on the construction site, and deposit all construction waste into them; and
  - (c) prevent construction waste from blowing onto other property.

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(6) Construction waste materials shall be separated by like type, in order to be deposited in specific locations within the Solid Waste Site.

(7) Construction waste, such hazardous waste originating from construction sites shall only be disposed of in accordance with the provisions of this By-law.

## 12. LITTER

(1) No person shall litter by depositing, disposing of, or leaving solid waste on public lands or on private lands within the Town.

(2) Litter receptacles shall only be used for the disposal of litter, and not household waste, commercial waste, or special waste.

(3) No unauthorized person shall damage or remove a litter receptacle.

(4) (a) Any person who directly or indirectly sponsors public events on public lands or waters shall:

- (i) provide litter receptacles within the event confines at the minimum ratio of one (1) – 77 litre capacity litter receptacle or an equivalent for every fifty (50) people in attendance;
- (ii) have the contents of the litter receptacles removed and/or collected as often as required so as to comply with the provisions of this By-law, but in any event no less than once per day;
- (iii) have all the litter within the site collected as soon as is practicable once the event has ended, but in any instance no longer than four (4) hours after the event has ended; and
- (iv) contain and collect any and all litter both on the site and blowing off the site.

(b) Failure to comply with subsection (4)(a) is an offence and in addition to any fine imposed may result in the offender being denied the opportunity of sponsoring a similar event in the future, which decision shall be made by the Senior Administrative Officer.

(5) The owner of a convenience store, a fast food restaurant, a drive-through restaurant, a school, or a gas station, any retail outlets in excess of 5000 square feet, and any other commercial premises that the Senior Administrative Officer has directed in writing to maintain litter receptacles on the basis that the activities on the commercial premises shall ensure that there are sufficient litter receptacles on the premises and shall further ensure that they are:

- (i) maintained in good condition;
- (ii) weighted or anchored so they cannot be inadvertently overturned;

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- (iii) of suitable size and at sufficient locations to discourage litter; and
- (iv) emptied into a container when full.

13. RECYCLABLES

- (1) Notwithstanding the fact that the Town encourages, as part of the its waste diversion strategy, the recycling of recyclables, an occupant may deposit recyclables in landfill as household waste.

14. SOLID WASTE SITE

*Authority of Solid Waste Facility Attendants*

- (1) The solid waste facility attendants that are present at a solid waste site at any time are deemed to be the designates of the Senior Administrative Officer for the purposes of the supervision and control of the Solid Waste Site, including conducting inspections and providing directions.
- (2) Every person utilizing a solid waste site shall obey all signs, posted regulations and directions of the solid waste facility attendants.
- (3) Every person seeking to enter the area of a solid waste site beyond the scale shall, upon request to do so by a solid waste facility attendant, declare the type or types of solid waste that constitute their load for disposal.
- (4) A solid waste facility attendant may inspect any vehicle and/or load arriving at a solid waste site for the purpose of ensuring compliance with the provisions of this By-law and such inspection can include automated radiation detection, visual and manual inspection, use of hand held test instruments and the taking of samples for the purpose of laboratory or other further inspection.
- (5) When a load is selected for inspection the vehicle operator shall either comply with the directions of a solid waste facility attendant or shall immediately remove the load from the Solid Waste Site.
- (6) A solid waste facility attendant may instruct a vehicle operator to deposit the load in a designated holding area, may request information regarding the nature and the source of the load, and may request that the vehicle operator sign a statement confirming the accuracy of the information given.
- (7) Where a solid waste facility attendant or an Inspector determines through inspection and testing that a load of solid waste is unsuitable for acceptance at the Solid Waste Site, he or she shall inform the vehicle operator or other appropriate person of the results and that person shall, as soon as it is practicable to do so, transport the load from a solid waste site to another solid waste processing site that is licensed and otherwise able to accept it.



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(8) If the person does not comply with the direction to remove and relocate the load as soon as is practicable, the Town may arrange for the immediate transport and proper disposal of the load and to further assess a penalty pursuant to Part 5 of this By-law.

(9) Where a load is determined by a solid waste facility attendant or an Inspector to be unsuitable for disposal at a solid waste site the person attempting to dispose of the load will be liable for all related costs incurred by the Town including:

- (a) inspection costs;
- (b) laboratory analysis costs;
- (c) hauling, disposal, and facility decontamination costs where applicable; and
- (d) any other related costs.

*Non-payment of Fees*

(10) The Town may suspend acceptance of solid waste loads from any person with outstanding fees, charges or penalties.

*Segregation of Waste*

(11) Every person accessing a solid waste site shall segregate their solid waste so as to allow for its disposal into the appropriate area designated by the Senior Administrative Officer, or as otherwise required by the Senior Administrative Officer.

(12) At a Solid Waste Site, every person shall deposit solid waste in the areas designated for that type of solid waste by the Senior Administrative Officer.

*Supervision of Children*

(13) Every person that accesses a solid waste site and is accompanied by a child shall provide direct supervision for that child, and anyone that fails to do so is both guilty of an offence and may be directed to leave a solid waste site by a solid waste facility attendant

*Public Access Areas*

(14) Public access at a solid waste site shall be limited to areas as may be designated from time to time by the Senior Administrative Officer.

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

*Smoking*

- (15) Smoking by the general public is prohibited at the solid waste site. Smoking by facility attendants is only permitted in areas designated as such by the Senior Administrative Officer.

**15. FEES**

- (1) Every owner of residential premises or commercial premises, a Solid Waste Contractor and any other person disposing of solid waste shall pay the fees and charges applicable to them as set out in Bylaw No. 2431 - Fees and Charges or any successor by-law.
- (3) The Vehicle Charge for the Disposal of Residential Waste is applicable to all residential vehicles that enter a solid waste site for the purpose of disposing of solid waste, but does not apply to those residential vehicles only containing tagged household waste.
- (4) During any period that the weigh scale is inoperable either due to planned maintenance or repair or if otherwise specified as such by the Senior Administrative Officer, the Supplementary Tipping Rates established in Bylaw No. 2431 - Fees and Charges or any successor by-law shall apply for loads that otherwise would be assessed fees on a weight basis.
- (5) Notwithstanding subsection (3), the Senior Administrative Officer may suspend the requirement for the payment of the Vehicle Charge for the Disposal of Residential Waste fee for a one (1) week period three (3) times each year.
- (6) All fees and charges payable by a person under this By-law are a debt owing to the Town and may be recovered from a person in default by civil action for debt.

**PART 4 – GENERAL PROVISIONS**

**16. BURNING OF HOUSEHOLD OR COMMERCIAL OR OTHER SOLID WASTE MATERIAL**

- (1) No person shall burn any waste material in the Town unless that person has a burn permit issued to them authorizing them to do so.

**17. LIABILITY WAIVER**

- (1) Any person using a solid waste site shall do so at their own risk, and neither the Town nor its Council, officers or employees shall be liable for any claims for damages for injury or damage to any persons or property arising from the operation of the solid waste management system.

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

**PART 5 – GENERAL PROHIBITIONS & ENFORCEMENT**

**18. GENERAL PROHIBITIONS**

- (1) No person shall supply false or misleading information or make inaccurate or untrue statements in any document or information required to be supplied to the Senior Administrative Officer, a solid waste facility attendant or an Inspector pursuant to this By-law.
- (2) No person shall dispose of solid waste at a solid waste site, or access a solid waste site except during the posted normal hours of operation.
- (3)
  - (a) No person shall use, or permit to be used, any vehicle or trailer for the conveyance or storage of solid waste unless such vehicle or trailer is fitted with a cover such as a tarpaulin, a mesh blanket or plywood board that is secured to the vehicle or trailer and is capable of preventing the dropping, spilling or blowing off of solid waste while it is being stored in, or transported by, the vehicle or trailer.
  - (b) Without limiting the ability of the Town to proceed with enforcement action against a person transporting solid waste that is not covered the fee to be charged for all loads of solid waste that are either uncovered or improperly covered that arrive at a solid waste site shall be double the fee(s) set out in Bylaw No. 2431 - Fees and Charges or any successor by-law.
- (4) No person other than the owner or a person with the owner's express or implied consent shall pick over, interfere with, disturb, remove or scatter any household or commercial waste howsoever placed for collection unless authorized to do so by the Senior Administrative Officer for the purposes of collection, ensuring compliance with the provisions of this By-law or conducting research on the composition of solid waste placed for collection.
- (5) No person shall fail to comply with the order or direction of an Inspector, and nothing in this By-law relieves a person from complying with any federal or territorial law or regulation, other by-law or any other requirements of any lawful permit, order, consent or other direction.
- (6) No unauthorized person shall access any area of a solid waste site not designated as being accessible by the general public.

**19. SUMMARY CONVICTION OFFENCE - STRICT LIABILITY OFFENCE**

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

- (1) Any person that contravenes any provision of this Bylaw by:
  - (a) doing any act or thing that the person is prohibited from doing, or
  - (b) failing to do any act or thing the person is required to do, is guilty of an offence, and any offence created pursuant to this By-law shall be considered to be a strict liability offence.
- (2) Any person who is convicted of an offence pursuant to sub-section (1) is liable on summary conviction:
  - (a) in the case of a corporation, to a fine not exceeding \$10,000; or
  - (b) in the case of an individual, to a fine not exceeding \$2,000, or to imprisonment for a term of not more than six (6) months in default of payment of the fine.

20. CONTINUING OFFENCE

- (1) In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a person guilty of such an offence is liable to a fine in an amount not less than that established by this By-law for each such day.

21. JOINT AND SEVERAL LIABILITY OF OWNERS FOR FINES, FEES AND CHARGES

- (1) Whenever there are fines, fees or charges payable pursuant to this By-law and there is more than one owner of the property to which they apply, each shall be jointly and severally liable for their payment.

22. MINIMUM AND SUBSEQUENT FINES

- (1) The minimum fine that may be imposed for a contravention of a particular section of this By-law shall be the specified penalty applicable for a first offence against the particular section, as set out in column one of Schedule "C".
- (2) Where a person is convicted of a second, third, or subsequent offence against a particular section of this By-law, and where those offences have occurred within any twenty-four (24) month period, the specified penalties applicable to the second, third and subsequent offences shall be those amounts set out in columns two and three, respectively, of Schedule "C".

23. VIOLATION TICKET

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

(1) Where an Officer reasonably believes that a person has contravened any provision of this By-law, the Officer may serve upon the person a violation ticket, in the form provided under the Summary Conviction Procedures Act, and such person may, in lieu of prosecution, pay the Town the voluntary penalty set out in Schedule “C” for the offence, prior to the court date specified on the violation ticket. This section shall not prevent any Officer from issuing a violation ticket requiring a court appearance of the defendant, pursuant to the provisions of the Summary Conviction

Procedures Act or from laying an Information in lieu of issuing a violation ticket.

#### 24. OTHER PENALTIES

- (1) In addition to any fine that may be levied, a court may order a person convicted of an offence under this By-law:
- (a) to pay any fee or charge that may otherwise be payable by the person to the Town in respect of any license or permit that should have been obtained by the person;
  - (b) to pay any costs that the Town is entitled to in respect of the offence; and
  - (c) to do or refrain from doing any activity that the court may specify.

#### **PART 6 - REPEALS**

25. Solid Waste Management Bylaw 2432 is hereby repealed.

#### **PART 7 – EFFECT**

26. Except where otherwise expressly stated in this By-law, this By-law shall come into effect upon receiving Third Reading and otherwise meeting the requirements of Section 75 of the Cities, Towns and Villages Act.

#### **PART 8 – Fee and Charges**

27. Fees and Charges can be located in Bylaw No. 2431 - Fees and Charges Bylaw)

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

**READ A FIRST TIME** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**READ A SECOND TIME** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**READ A THIRD AND FINAL TIME** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 c.22 and the bylaws of the Municipal Corporation of the Town of Hay River this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

**SCHEDULE “C”**

**PENALTIES**

Offence	Section	Penalty		
		1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence
Maintaining <i>garbage receptacles</i> or <i>containers</i> , or the unauthorized disposal of waste	10(1), 10(2) & 10(3)	\$300.00	\$450.00	\$600.00
Disposing of restricted <i>solid waste</i> in a <i>garbage receptacle</i> or <i>container</i>	10(5)	\$200.00	\$350.00	\$500.00
Permitting <i>solid waste</i> to unduly accumulate on <i>premises</i>	10(12)	\$200.00	\$350.00	\$500.00
Littering	12(1)	\$200.00	\$350.00	\$500.00
Depositing <i>residential</i> or <i>commercial waste</i> in a <i>litter receptacle</i>	12(2)	\$200.00	\$350.00	\$500.00
Damaging or removing a <i>litter receptacle</i>	12(3)	\$200.00	\$350.00	\$500.00
Failing to provide sufficient <i>garbage receptacles</i> at a public event, collect the <i>garbage</i> in them or contain <i>waste</i> on the site	12(4)	\$500.00	\$750.00	\$1000.00
Unauthorized use of <i>recycling depots</i> or designated recycling areas	13(1) - 13(5)	\$200.00	\$350.00	\$500.00
Unauthorized <i>salvage</i> in a restricted area of the <i>Solid Waste Site</i>	14(16)(b)	\$200.00	\$350.00	\$500.00
Unauthorized burning of <i>solid waste</i>	16	\$500.00	\$750.00	\$1000.00
Providing false or misleading information	19(1)	\$200.00	\$300.00	\$400.00
Accessing or disposing of <i>waste</i> at a <i>solid waste site</i> outside posted hours of operation	19(2)	\$300.00	\$450.00	\$600.00
Unsecured load	19(3)	\$150.00	\$250.00	\$350.00
Picking over, interfering with, disturbing, removing or scattering any <i>waste</i> from/at <i>residential</i> or <i>commercial premises</i>	19(4)	\$200.00	\$350.00	\$500.00
Failure to comply with the order or direction of an <i>Inspector</i>	19(5)	\$300.00	\$450.00	\$600.00

TOWN OF HAY RIVER  
SOLID WASTE MANAGEMENT BY-LAW  
BY-LAW NO. 2332/PWS/23

VOLUNTARY PENALTIES (Continued)				
Unauthorized access to a restricted area at the <i>Solid Waste Site</i>	19(6)	\$200.00	\$350.00	\$500.00
Doing any other act or thing that the <i>person</i> is prohibited from doing or failing to do any act or thing that the person is required to do	20(1)	\$100.00	\$150.00	\$225.00





## **Bylaw No. 2450**

### **10c) Amendment to Fees and Charges Bylaw**

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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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**A BYLAW** of the Council of the Municipal Corporation of the Town of Hay River in the Northwest Territories, to amend Fees and Charges Bylaw No. 2431, as amended.

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

**WHEREAS** the Council of the Municipal Corporation of the Town of Hay River wishes to amend Bylaw No. 2431, as amended, to reflect changes to the fees and charges collected by the Town of Hay River as set out in the attached parts of Schedule "A";

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

**APPLICATION**

1. That Bylaw 2431, as amended, is hereby amended by deleting the following parts of Schedule "B" and replacing them with the Schedules attached hereto:
  - a. Deleting Part 7 of Schedule "B" of Bylaw No. 2431, as amended, and replacing with Part 7 of Schedule "A" attached hereto;
  - b. Deleting Part 9 of Schedule "B" of Bylaw No. 2431, as amended, and replacing with Part 7 of Schedule "A" attached hereto;
2. This bylaw will take force and effect upon its final reading.

THIS BY-LAW READ A FIRST TIME this            day of            , 2023 A.D.

\_\_\_\_\_  
Mayor

THIS BY-LAW READ A SECOND TIME this            day of            , 2023 A.D.

\_\_\_\_\_  
Mayor

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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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THIS BY-LAW READ a Third and Final Time this       day of       , 2023 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       , 2023.

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

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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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**SCHEDULE A**

**PART 7 – Recreation Fees and Charges**

<b>Category</b>	<b>Rate structure</b>	<b>Fees</b>
<b>General Drop-in rates</b>		
<b>Child/Senior (under 12yrs or +55yrs)</b>		
Drop-in fee	per visit	\$ 2.75
10 punch pass	10 visits	\$ 24.50
	6 months	\$ 150.00
	1 Year	\$ 225.00
<b>Student (12-18 yrs)</b>		
Drop-in fee - student	per visit	\$ 4.00
10 punch pass - student	10 visits	\$ 34.50
	6 months	\$ 250.00
	1 Year	\$ 375.00
<b>Adult (19-54 yrs)</b>		
Drop-in fee - adult	per visit	\$ 6.00
10 punch pass - adult	10 visits	\$ 54.00
	6 months	\$ 375.00
	1 Year	\$ 570.00
<b>Family (max 5 people)</b>		
Drop-in fee - family	per visit	\$ 12.00
10 punch pass – family	10 visits	\$ 108.00
	6 month	\$ 750.00
	1 year	\$ 1100.00

**SCHEDULE A****PART 7 – Recreation Fees and Charges (continued)****Fitness Drop-In Rates****Senior (+55yrs)**

Fitness Drop-In - senior (+55 yrs)	per visit	\$	5.25
10 punch fitness - senior (+55 yrs)	10 visits	\$	47.50
Fitness Drop-In - student	per visit	\$	7.00
10 punch fitness pass - student	10 visits	\$	63.00
Fitness Drop-In - adult	per visit	\$	8.50
10 punch fitness - adult	10 visits	\$	76.00

**SCHEDULE A**

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

**Arena Ice Surface Fees**

Arena Birthday Party Package	1hr on ice and 1 hr in rental room	\$	140.00
Arena Ice Surface - adult	hourly rate	\$	173.25
	non prime	\$	110.00
Arena Ice Surface - adult daily (10% reduction)	based on 10+ hrs rental (free rental room included)	\$	1,559.25
Arena Ice Surface - adult full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	\$	3,638.25
Arena Ice Surface - youth	Hourly	\$	103.95
	Non prime	\$	60.00
Arena Ice Surface – youth daily (10% reduction)	based on 10+ hrs rental (free rental room included)	n/a bc reduced rate for youth	
	based on 30+ hrs rental (free rental room included)		
Arena Ice Surface - youth full wknd (30% reduction)			
Offseason Ice Surface - adult	hourly rate	\$	173.25
Offseason Ice Surface - adult daily (10% reduction)	based on 10+ hrs rental (free rental room included)	\$	1,559.25
Offseason Ice Surface - adult full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	\$	3,638.25
Offseason Ice Surface - local user groups	hourly rate	\$	87.00
Offseason Ice Surface - local user groups	based on 10+ hrs rental (free rental room included)	\$	780.00
Offseason Ice Surface - user group partial wknd (15% reduction)	based on 20+ hrs rental (free rental room included)	\$	1,473.00
Offseason Ice Surface - user group full wknd (30% reduction)	based on 30+ hrs rental (free rental room included)	\$	1,819.00

**SCHEDULE A****PART 7 – Recreation Fees and Charges (continued)****Arena Ice Surface Fees**

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

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

**Ball Field Fees**

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

**SCHEDULE A****PART 7 – Recreation Fees and Charges (continued)****Aquatics Centre Fees**

Birthday Party Swim package (max 15 people)	2 hours (1 hr in pool 1 hr in tbd rental room)	\$	140.00
Pool rental - full facility	Hourly	\$	234.00
Pool Rental – Full Facility (yth/family)	Hourly	\$	140.00
Pool Lane Rental	hourly	\$	25.00

**Swimming lessons**

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



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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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**SCHEDULE A**

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

**Room Rental Fees**

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

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

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

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

**Equipment Rentals**

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

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

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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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**SCHEDULE A**

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

Fundraising or non-profit table rental (offsite rental, no delivery)	daily	\$	20.00
Chairs (offsite rental, no delivery)	daily	\$	3.00
BBQ (no propane supplied) (\$50 deposit required)	daily	\$	150.00
Flip Chart (on site)	daily	\$	20.00
Projector (on site)	daily	\$	75.00
4 Piece Modular Glow Bar and Service Counter	Daily	\$	150.00
Deliver/Pickup charge and/or additional staff	Hourly	\$	50.00
Special Events Coordination Fee		\$	120.00

**Porritt Landing**

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

**Fishermen's Wharf Pavilion**

**Summer Season Rental (June-August)**

hourly rate	per hour	\$	157.00
daily rate	per day	\$	900.00

**Offseason Rental (September-May)**

hourly rate	per hour	\$	187.00
daily rate	per day	\$	1,200.00

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

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

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

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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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**SCHEDULE A**

**PART 9 – Solid Waste Tipping Fees**

As per section 15 of Bylaw 2332/PWS/23, every *person*, including the *Solid Waste Contractor*, shall pay the fees and charges applicable to them as specified in this schedule. Residential waste collected by the Solid Waste Contractor is exempted from tipping fee charges.

**Commercial Rates for Commercial Vehicles Disposing of Solid Waste (Applicable to all Commercial/Industrial and Institutional Solid Waste)**

Item	Charge/Fee
Commercial Waste	\$125.00/tonne
<i>Commercial Waste</i> from outside of Town boundaries ( <i>requires prior approval from the Senior Administrative Officer</i> )	\$160.00/tonne
Light Waste Load	\$ 50.00 Minimum Charge

**Residential Vehicles Disposing of Residential Waste**

Item	Charge/Fee
Vehicle Charge for disposal of Household Waste	No Charge
Vehicle Charge for the disposal of Special Waste such as yard waste, construction waste, good clean scrap wood, and tree branches and roots.	\$10.00 per vehicle
Single Axle Trailer	\$ 15.00/ trailer
Double Axle Trailer	\$ 30.00/ trailer

**Special Waste**

Item	Charge/Fee
Construction Waste	\$125.00 per tonne
Other non-specified special waste ( <i>\$100 minimum plus \$200/hr equipment charge with a one (1) hour minimum time charge – if required</i> )	\$125.00 per tonne
Scrap Steel	\$125.00 per tonne
<i>Vehicles</i> (that are being disposed of)	\$200.00 per vehicle
<i>Oversized Load Fee</i> ( <i>to be charged in addition for per tonne tipping fee</i> )	\$10.00 per cubic metre
<i>White Goods</i> (appliances):	Refrigerator/Freezer - \$70.00 each Other - \$50.00 each

**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

Propane Tank (up to 40 pounds)	\$10.00/tank
Propane Tank (over 40 pounds)	\$15.00/tank
Oil Tanks (up to 250 gallon):	\$100.00/tank
Tanks (greater than 250 gallon): <i>(Will be accepted once the commercial establishment has cleaned and cut up the tank as per the environmental guidelines and will be accepted at the Landfill as Scrap Steel.)</i>	\$125.00 per tonne
Non-Contaminated Clean Soil <i>(suitable for cover)</i>	No charge
Chipped and shredded wood and tree waste	No Charge
<i>Tires:</i> <i>-Less than 20"</i> <i>-Greater than 20"</i> <i>(Tires with rims will assess a \$25.00 addition fee for removal of the tire from the rim and disposal of the rim)</i>	\$10.00/Tire \$15.00/Tire
Wet Filled Lead Acid Batteries	\$5.00 per battery
Tree Branches, Stumps, Roots and Logs from commercial operations	\$125.00 per tonne
Additional Receptacle or Bag Fee	\$5.00/Receptacle or Bag

<b>Item</b>	<b>Charge/Fee</b>
Katlochee First Nations Fixed Levy	\$3400/month

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**BY-LAW NO. 2450**  
**MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

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**SCHEDULE A**

**PART 9 – Solid Waste Tipping Fees (continued)**

**Supplementary Tipping Rates**

As per section 15(4) of Bylaw 2332/PWS/23, during any period that the weigh scale is inoperable either due to planned maintenance or repair or if specified by the *Senior Administrative Officer*, the following Supplementary Tipping Rates will apply for loads that otherwise would be fees calculated on a weight basis.

<b>Vehicle (full)</b>	<b>Rate per Load</b>
15 yard construction bin	\$ 425.00
30 yard construction bin	\$ 850.00
Single Axle Towing Trailer	\$ 25.00
Tandem Axle Towing Trailer	\$ 50.00
Cube Van (16')	\$ 350.00
1 Ton Truck	\$ 25.00
2 Ton Truck	\$ 50.00
3 Ton Truck	\$ 100.00
5 Ton Truck	\$ 150.00
Tandem Dump Truck (11.5 m <sup>3</sup> )	\$ 425.00
End Dump Truck (25 m <sup>3</sup> )	\$ 850.00

Where any of the vehicles above are less than a full load, either of the following methods of determining the tipping fee shall apply:

**Method 1: Percentage method**

$$\text{Tipping Fee} = \text{Estimated percentage of full vehicle (\%)} \times \text{Rate per Load}$$

**Method 2: Volumetric Method**

$$\text{Tipping Fee} = \text{Estimated Volume of load (m}^3\text{)} \times 0.3 \text{ (tonnes/m}^3\text{)} \times \$125/\text{tonne}$$

Where at the request of the ratepayer both methods are applied, the lesser of the two calculated fees shall apply. Where no agreement on the amount of the levy can be agreed upon, the load shall be refused until such a time the scales are operational.