

Hamlet of Taloyoak
Bylaw No. 170

A bylaw of the Municipal Corporation of the Hamlet of Taloyoak, in Nunavut to enter into a Quarry Administration Agreement with the Commissioner, pursuant to the provisions of the *Hamlets Act*, S.Nu.2003, c.3. s.53.91

WHEREAS the Council and the Commissioner are desirous of entering into an agreement with respect to the Quarry Administration Agreement.

NOW, THEREFORE, THE COUNCIL OF THE HAMLET OF Taloyoak, in a meeting duly assembled, enacts as follows:

1. This bylaw may be cited as the "Quarry Administration Agreement Bylaw".
2. The Mayor and Senior Administrative Officer are hereby authorized to execute, on behalf of the Hamlet of Taloyoak, the Quarry Administrative Agreement referred to as Schedule "A", attached to and forming part of this bylaw.

Read a first time this 22 day of APRIL, 2014.

Read a second time this 22 day of APRIL, 2014.




Mayor



Senior Administrative Officer

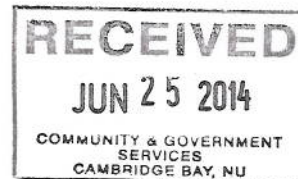
Read a third time and finally passed this 13 day of MAY, 2014.



Mayor



Senior Administrative Officer



Schedule "A"

QUARRY ADMINISTRATION AGREEMENT

FILE NO. 2013-TAL-QUA

THIS INDENTURE made in duplicate this day of ,

BETWEEN

THE COMMISSIONER OF NUNAVUT

hereinafter called the "Commissioner"

AND

THE MUNICIPAL CORPORATION OF THE HAMLET OF TALOYOAK,
in Nunavut

hereinafter called the "Municipality"

This Agreement witnesses, and the parties hereto covenant and agree, in consideration of the mutual terms, conditions and covenants herein set out, as follows:

1. **THIS AGREEMENT** is made pursuant to, or by reference to, sections 14.1.1(d), 14.3.1 and 14.4.1 of the *Nunavut Land Claims Agreement* (NLCA), and section 53.8 of the *Hamlets Act*. Having regard to the provisions of section 4 and subsection 6(1) of the *Nunavut Land Claims Agreement Act* (Canada), and the necessity for orderly regulation and operation of Municipal quarries, the parties agree that, for all lawful purposes (and, specifically, the purposes of this Agreement) and to the full extent lawfully permissible, references in the aforesaid section of the *Hamlets Act* to "Commissioner's land" shall be deemed to be references to Municipal Lands falling within sections 14.1.1(d) and 14.4.1 of the NLCA.
2. Subject to the foregoing, this Agreement is entered into pursuant to sections 53.8(2)(b) and 53.8(3) of the *Hamlets Act*. Notwithstanding anything herein which might be interpreted to the contrary, but subject always to law, the administration of this Agreement shall be conducted in accordance with sections 31, 31.2 and 33.1 of the *Commissioner's Land Regulations*, and the bylaw or bylaws relating to quarry administration enacted by the Municipality and approved by the Commissioner.
3. This Agreement applies to all those parcels of land within the municipal boundaries of the Hamlet of Taloyoak shown outlined in red on the sketch

or sketches annexed hereto and/or listed on the attached schedule "B", all of the same being initialed for identification and forming a part hereof.

4. **THIS AGREEMENT** shall be in force and effect for a period of five (5) years beginning on April 1st 2014.
5. Any act of the Commissioner pursuant to or with respect to this Agreement or any of its provisions is valid if done by the Deputy Minister of the Department of Community and Government Services of the Government of Nunavut, or by any person authorized in writing by the Commissioner to so act.
6. Termination of this Agreement shall not prejudice either party's right to any remedy arising in consequence of any provision hereof.
7. The Municipality shall ensure the land subject to this Agreement is used only for quarry purposes, as contemplated by section 53.8 of the *Hamlets Act*.
8. The Municipality will not enter into any agreements with respect to any matters dealt with herein except as specifically authorized by the terms hereof.
9. The Municipality will assume sole responsibility and liability for the lawful administration and operation of the quarries under this Agreement in accordance with the Mine Health and Safety Act and the Mine Health and Safety Regulations, and the *Commissioner's Land Act* and the *Commissioner's Land Regulations*, and all other applicable territorial and federal legislation, and will indemnify and save harmless the Commissioner against and from any and all claims and liabilities, of whatever kind or nature and however arising, occurring in consequence of such administration and operation.
10. Government and Municipal requirements for granular material will be given precedence to private interests.
11. The Municipality will take all reasonable precautions to ensure that granular material is used for the purpose for which it is best suited, keeping in mind such factors as quality, quantity and the conservation of the same.
12. Except in the case of material removed pursuant to s.32 of the *Commissioner's Land Regulations*, the Municipality will ensure that no material will be removed from the quarries under this Agreement by an individual, corporation, municipality, government or person unless a quarrying permit authorizing the removal has been issued.

13. The Municipality shall issue complete and correct quarry permits in accordance with the form prescribed by the Commissioner's Land Regulations, as amended from time to time.
14. The Municipality shall retain the fees it collects in accordance with the Commissioner's Land Regulations.
15. The Municipality will not charge additional fees unless the *Commissioner's Land Regulations*, as amended from time to time, allow for such additional charges and the Municipality is authorized to do so under municipal legislation at the time. The Municipality will issue a receipt for all funds collected.
16. The Municipality shall establish and deposit all fees for quarry restoration into a Restoration Reserve Fund consistent with the provisions of the Tax-Based Financial Handbook published by the Department of Community and Government Services. The Municipality shall provide an audited report the Deputy Minister within one hundred and twenty (120) days of the end of the Municipality's fiscal year indicating the standing of the Restoration Reserve.
17. Subject to section 31.2 of the *Commissioner's Land Regulations*, the Municipality shall use all monies in the Restoration Reserve Fund to restore quarries, including the development of a restoration plan and for no other purposes. Should monies remain in the reserve fund after restoration is complete, the balance will be remitted to the commissioner. If sufficient funds are not available in the Restoration Fund to complete the approved restoration, the Commissioner may assist the Municipality to providing up to fifty (50%) of the additional funds to complete restoration.
18. The Municipality shall pay royalties collected pursuant hereto to the Commissioner, and shall deliver a statement indicating the types and quantities of materials quarried from all quarries under this Agreement to the Deputy Minister on or before the 31st day of March in each and every year of this Agreement.
19. The Commissioner may, at any time during the term of the Agreement, request the Municipality to review and update the Management and Restoration Plan.
20. Notwithstanding anything herein to the contrary, the Municipality shall, at all times, keep the land in a condition satisfactory to the Commissioner.
21. On the termination of this Agreement, the Municipality shall deliver up possession of the land in a condition satisfactory to the Commissioner.
22. Where the Municipality fails to restore the land as required and within the time allowed by Clause 20, the Commissioner may order the restoration of

all or any part of such land and any expenses thus incurred by the Commissioner shall be recoverable from the Municipality as a debt due to the Commissioner.

23. The Commissioner may, where the Deputy Minister deems it necessary in the public interest, establish easements through, under or over any portion of the land for any public utility purpose, but said easements shall not unreasonably interfere with the rights granted to the Municipality hereunder or with any improvements made by the Municipality on the land.
24. Unless a waiver is given in writing by the Commissioner, the Commissioner shall not be deemed to have waived any breach by the Municipality of any of the covenants or Agreements herein contained, and a waiver relates only to the specific breach to which it refers.
25. Wherever in this Agreement it is required or permitted that notice or demand be given or served by any party to this Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the Commissioner:

Deputy Minister
Department of Community and Government Services
Government of Nunavut
Bag Service 800
Iqaluit, NU
X0A 0H0

To the Municipality:

Hamlet of Taloyoak
PO BOX 8
Taloyoak, NU
X0B 0B1

Or to such other address as either of the parties may from time to time notify the other in writing in the manner hereinbefore provided.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED)

By)
NUNAVUT)

per: Ray Green)
Deputy Minister)

THE COMMISSIONER OF



(SEAL)

THE MUNICIPAL CORPORATION OF THE HAMLET OF TALOYOAK

SIGNED, SEALED AND DELIVERED)

by the Mayor and the Senior Administrative)
Officer of the Municipal Corporation of the)
Hamlet of Taloyoak)



(SEAL)



(SEAL)

Appendix A

Quarry Permit Conditions

QUARRY PERMIT CONDITIONS

(*) = mandatory compliance condition

() = non-mandatory compliance condition

1B01 - LOCATION AND AREA

- (*) 1B02- The Permittee shall not conduct this quarry operation on any lands not designated in the accepted application, unless otherwise approved in writing by an authorized Municipal representative.
- () 1B03- The Permittee shall remove from the Lands, all scrap metal, discarded machinery and parts, barrels and kegs, buildings and material.

1B04- TIME

- () 1B05- The Permittee's Field Supervisor shall contact or meet with the authorized Municipal representative at least 48 hours prior to the commencement of this quarry operation.
- (*) 1B06- The Permittee shall advise the authorized Municipal representative at least 10 days prior to the completion of the quarry operation of (a) his plans for removal or storage of equipment and materials, and (b) when final clean-up and restoration of the lands used will be completed.
- () 1B07- The Permittee shall submit Quarry Return forms to the authorized Municipal representative by the 10th day of each month during this quarry operation.
- (*) 1B08- The Permittee shall complete all clean-up and restoration of the lands affected by this Quarry operation prior to the expiry date.
- (*) 1B09- The obligation of the Permittee with respect to clean-up and restoration of the area of quarrying does not cease until he is in possession of a letter of clearance from the Senior Administrative Officer.

1B10- EQUIPMENT

- (*) 1B11 The Permittee shall keep all garbage and debris in a covered metal container until disposed of.

1B12- METHODS AND TECHNIQUES

- (*) 1B13 The Permittee shall slope the sides of excavations and embankments except in solid rock to 2:1 (two horizontal to one vertical) unless otherwise approved in writing by the authorized Municipal representative.

QUARRY PERMIT CONDITIONS

(*) = mandatory compliance condition

() = non-mandatory compliance condition

- () 1B14- The Permittee shall slope the sides of waste material piles to a gradient specified in writing by the authorized Municipal representative.
- (*) 1B15- The Permittee shall leave a strip of undisturbed land at least one hundred metres in width between clearing and public roads or navigable waterways unless otherwise approved in writing by the authorized Municipal representative.

2B01- CONTROL OR PREVENTION OF FLOODING, EROSION AND SUBSIDENCE OF LAND

- () 2B02- The Permittee shall ensure that the quarry area is kept clean and tidy at all times.
- (*) 2B03- The Permittee shall adopt such measures to control erosion by surface disturbance as may be required by the Senior Administrative Officer.

2B04- USE, STORAGE, HANDLING & DISPOSAL OF CHEMICALS OR TOXIC MATERIAL

- () 2B05- The Permittee shall dispose of all non-combustible garbage and debris by burial beneath no less than one (1) metre of compacted soil.
- (*) 2B06- The Permittee shall dispose of all non-combustible garbage and debris from the quarry area to the metal dump disposal site.
- (*) 2B07- The Permittee shall remove all garbage and debris from the area of the quarry operation to the waste dump disposal site.
- (*) 2B08- The Permittee shall dispose of all combustible waste petroleum products by incineration or removal.
- (*) 2B09- The Permittee shall report all spills of petroleum and hazardous chemicals to the twenty-four (24) hour spill report line at (867)902-8130

2B10- THE ESTABLISHMENT OF PETROLEUM FUEL STORAGE FACILITIES

- (*) 2B11- The Permittee shall report in writing to the authorized Municipal Representative the location and quantity of all petroleum fuel caches within ten (10) days after the establishment of any such caches.
- (*) 2B12- The Permittee shall not place any petroleum storage containers within twelve (12) metres of the normal high water mark of any stream.

QUARRY PERMIT CONDITIONS

- (*) = mandatory compliance condition
() = non-mandatory compliance condition

- (*) 2B13- The Permittee shall not allow petroleum products to spread to surrounding land or into water bodies.
- (*) 2B14- The Permittee shall:
 - a) examine all fuel storage containers for leaks a minimum of once every day.
 - b) repair all leaks immediately.
- (*) 2B15- The Permittee shall not use bladders for storing petroleum products.
- (*) 2B16- The Permittee shall seal all container outlets except the outlet currently in use.
- (*) 2B17- The Permittee shall mark all fuel containers with the Permittee's name.

3B01- MATTERS NOT INCONSISTENT WITH THE REGULATIONS

- (*) 3B02- The Permittee shall not construct earth approaches abutted to the roadbed on any public highway or road without prior written approval of the Senior Administrative Officer.
- (*) 3B03- The Permittee shall not remove any material from below the ordinary high water mark of any stream without first obtaining permission from the Department of Community & Government Services.
- (*) 3B04- The Permittee shall have a copy of this permit on the site of operation at all times.
- (*) 3B05- The Permit shall provide to the authorized Municipal representative at least forty-eight (48) hours prior to commencement of this quarry operation the following information:
 - a) Person, or persons, in charge of the field operation to whom notices, order and reports may be served;
 - b) Alternatives;
 - c) All the indirect methods of contacting the above person(s).

APPENDIX B
QUARRY PERMIT APPLICATION

APPLICATION FOR QUARRY PERMIT

Municipal Corporation of the Hamlet of Taloyoak

Name in Full: _____

Address: _____

Occupation: _____

Does hereby apply for a quarry permit for the purpose of taking _____ cubic metres of _____ (type of materials) from the lands indicated on a sketch or described as follows: _____

to be used for _____

1. Is any part of the land occupied? If so, by whom and for what purpose?

2. Permit Fee:	\$50.00	\$ 50.00
Royalties	\$00.25 per cubic metre	\$ _____
Restoration Fee	\$00.50 per cubic metre	\$ _____
Road Maintenance Fee	\$00.25 per cubic metre	\$ _____
Quarry Administration Fee	\$00.50 per cubic metre	\$ _____
Subtotal		\$ _____
GST	5%	\$ _____
Total		\$ _____

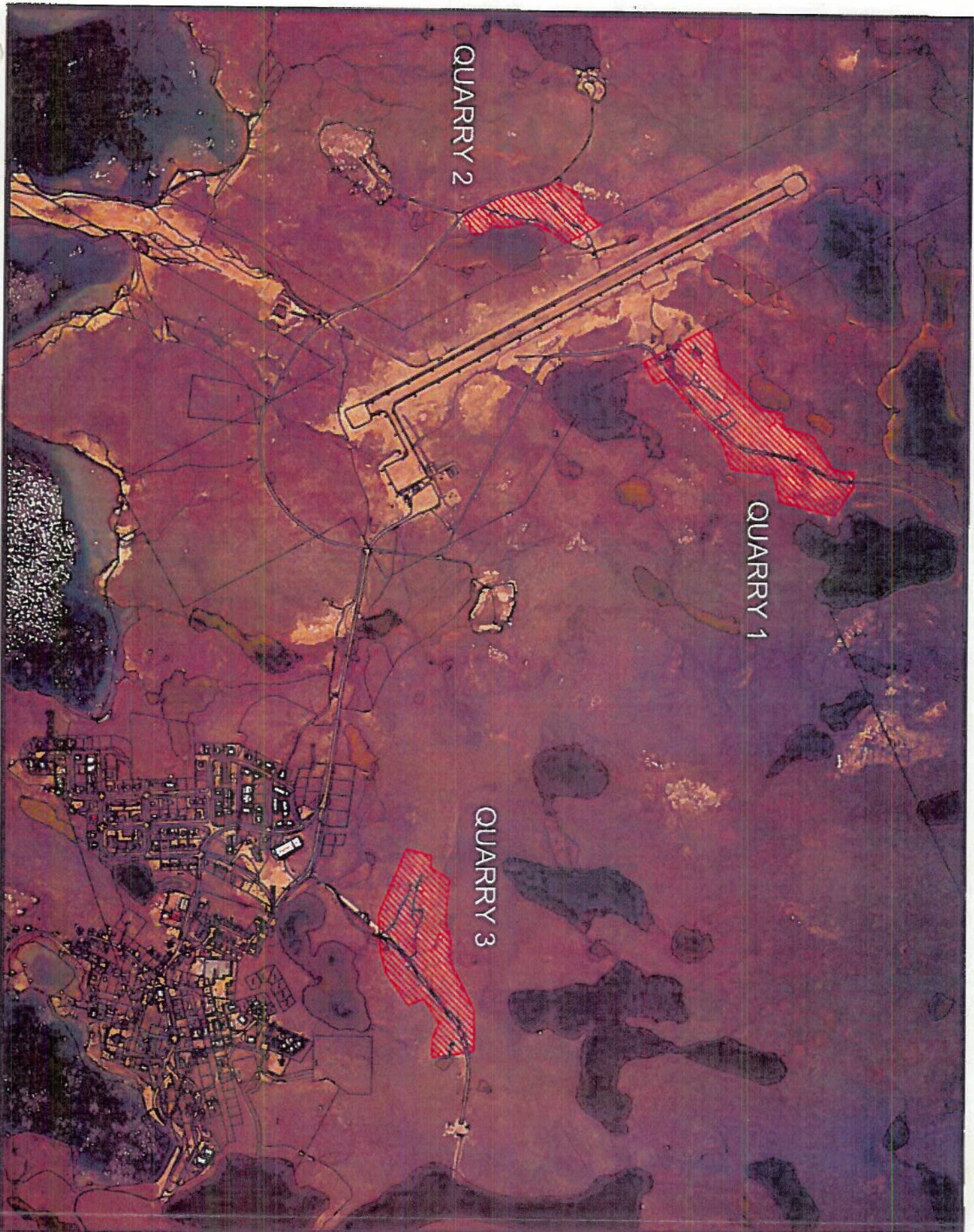
Free Permit under Section 31(2) of the Commissioner's Land Regulations

Date: _____ Signature of Applicant _____

Forwarding Instructions:

- 1./ Send completed application to Planning & Lands Administrator by fax: 867-
- 2./ Send original application and cheque made payable to the Hamlet of Taloyoak to:

APPENDIX C
QUARRY AREA MAPS



HAMLET OF TALOYOAK
NUNAVUT



TALOYOAK
QUARRY AGREEMENT

CERTIFIED AS BEING ANNEXED HERETO AND
FORMING PART OF AGREEMENT

DATE: _____

SCALE 1:13,000


INITIALS

SKETCH NUMBER