



# Northwest Territories Canada

## QUARRY ADMINISTRATION AGREEMENT

FILE NO.: 800-0-QUA

THIS AGREEMENT made this 13<sup>th</sup> day of August, 1997.

BETWEEN

THE COMMISSIONER OF THE NORTHWEST TERRITORIES,

hereinafter called "the Commissioner"

AND

THE MUNICIPAL CORPORATION OF THE TOWN OF IQALUIT,  
in the Northwest Territories,

hereinafter called "the Municipality"

THIS AGREEMENT is to delegate quarry administration management to the Municipality of those quarries, lying and being in and being composed of,

all those parcels of land at Iqaluit in the Northwest Territories shown outlined in red on the sketch annexed hereto and forming part of this description and as listed on the attached schedule "A",

hereinafter called "the land" subject to the reservations and exceptions contained in the Commissioner's Land Act and the Commissioner's Land Regulations and to the following reservations:

- a) all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the land together with the full powers to work the same and for the purpose to enter upon, use and occupy the land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
- b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the land;
- c) all timber that may be on the land excepting what must be removed for the purpose of landscaping or the construction of improvements;
- d) such rights of way and of entry as may be required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and
- e) the right to enter upon the land for the purpose of installing and maintaining any public utility.

INITIALS..... *JLH GRS*



THIS AGREEMENT shall be in force and effect for a period of ten (10) years, beginning on July 1<sup>st</sup>, 1997.

IN CONSIDERATION of this Agreement, the Municipality shall pay one (\$1.00) dollar every year to the Commissioner of the Northwest Territories.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DEFINITION

1. In this Agreement "Deputy Minister" means the Deputy Minister of the Department of Municipal and Community Affairs and any person authorized in writing by the Commissioner to act on behalf of the Deputy Minister.

TERMINATION

2. Termination of this Agreement shall not prejudice the Commissioner's right to unpaid fees or any other right with respect to a breach of any covenant or Agreement herein contained.

SURVEY

3. The boundaries of the land are subject to such adjustment and alteration as may be shown to be necessary by survey.

LAND USE

4. The Municipality shall ensure the land is for quarry purposes only.

AUTHORITY

5. The Municipality is hereby authorized to exercise the powers set out in Sections 31, 33 and 33.1 of the Commissioner's Land Regulations. Nothing in this Agreement shall grant the Municipality the authority to lease or otherwise dispose of the land to a third party.

6. Applicants will apply to the Municipality who will be responsible for issuing a quarrying permit. The Municipality, upon receipt of payment in advance of royalties and fees at rates set out in the Commissioner's Land Regulations, may issue a quarrying permit to any person or corporation applying therefore, authorizing the person or corporation to take such quantity of materials named in the permit from the lands described in the permit subject to the conditions contained therein.

7. The Municipality will assume responsibility and liability for the 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.

QUARRY MATERIALS

8. Government and municipal requirements for granular material will be given precedence to private interests.

9. 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.

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10. 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.

#### QUARRY PERMITS

11. 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.

#### FEEES

12. The fees for permits, fees and royalties are as established under the *Commissioner's Land Regulations*.

13. The Municipality shall retain the fees it collects in accordance with the *Commissioner's Land Regulations*.

14. 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.

15. 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 Municipal and Community Affairs. The Municipality shall provide an audited report to 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.

16. Subject to s. 31.2 of the *Commissioner's Land Regulations*, the Municipality shall use the 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 Reserve Fund to complete the approved restoration, the Commissioner may assist the Municipality by providing up to Fifty percent (50%) of the additional funds to complete restoration.

17. The Municipality shall pay royalties collected pursuant to Clause 12 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. Granular materials shall be as defined by the *Commissioner's Land Act*, and includes limestone, granite, slate, marble, gypsum, loam, marl, gravel, sand, clay, volcanic ash or stone, but do not include minerals.

#### MANAGEMENT AND RESTORATION PLAN

18. The Municipality shall have a Management and Restoration Plan for each quarry under this Agreement and without restricting the scope or contents of the Plan, it shall include:

- (a) a statement of estimated material in the quarry

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b) a statement of the management of the site, including removal methodology, depth of excavation, sequence of extraction

c) a statement of the method of operation, including stripping and location of overburden and topsoil materials, drainage and erosion control measures

d) a statement on the method and timing for restoration which will prevent substantial waterponding, and include a final site contouring design and/or preparation of the land for a different land use.

and such a Management and Restoration plan shall be prepared with the objective of operating and managing the land in an environmentally safe manner.

19. Unless otherwise agreed, the Municipality shall manage and restore all quarries under this Agreement in accordance with the Management and Restoration Plan prepared pursuant to Clause 18, and quarries shall be restored within twelve (12) months of depletion of the quarry.

20. The Deputy Minister may, at any time during the term of the Agreement, request the Municipality to review and update the Management and Restoration plan.

#### ENVIRONMENT

21. Notwithstanding anything herein to the contrary, the Municipality shall, at all times, keep the land in a condition satisfactory to the Deputy Minister.

#### RESTORATION

22. On the termination of this Agreement, the Municipality shall deliver up possession of the land in a condition satisfactory to the Deputy Minister.

23. Where the Municipality fails to restore the land as required and within the time allowed by Clause 19, the Deputy Minister may order the restoration of all or any part of such land and any expenses thus incurred by the Deputy Minister shall be recoverable from the Municipality as a debt due to the Commissioner.

#### EASEMENTS

25. 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.

#### TIME

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

#### WAIVER

27. Unless a waiver is given in writing by the Deputy Minister, 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.

INITIALS..... *SK* *SK*

ADDRESS FOR NOTICES

28. 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 Deputy Minister:

Deputy Minister  
Department of Municipal and Community Affairs  
Government of the Northwest Territories  
600, 5201-50<sup>th</sup> Avenue, Northwestel Tower  
YELLOWKNIFE, NT X1A 3S9

To the Municipality at:

The Municipal Corporation of the Town of Iqaluit  
P.O. Box 460  
Iqaluit, NT X0A 0H0

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 )  
in the presence of )  
Mike Ferris )  
Superintendent/EMO )  
Municipal and Community Affairs )

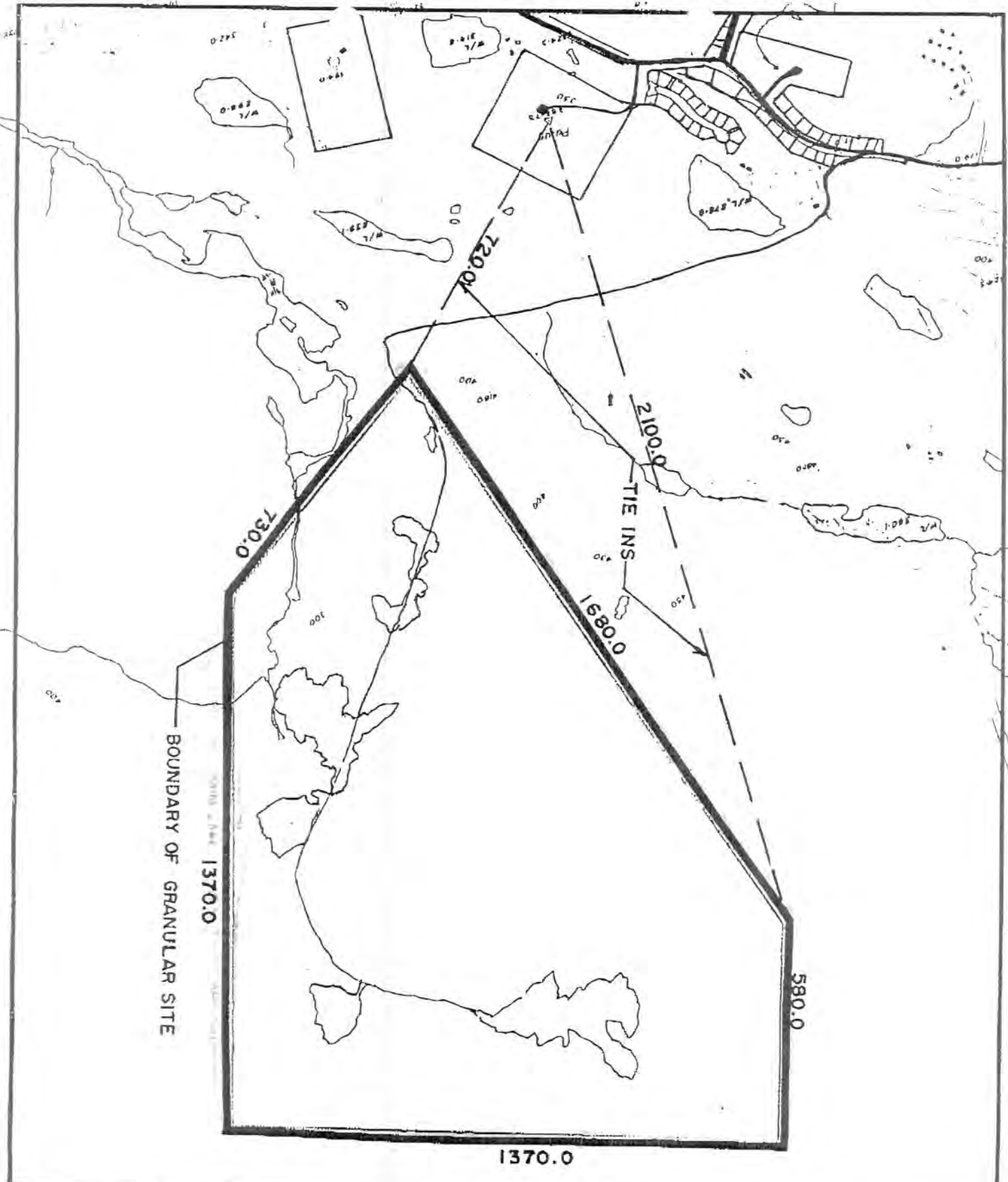
witness

THE COMMISSIONER OF THE  
NORTHWEST TERRITORIES

 (SEAL)

SIGNED, SEALED AND DELIVERED )  
by the Mayor )  
by the Senior Administrative )  
Officer of the Municipal )  
Corporation of the Town )  
of Iqaluit )

 (SEAL)



Northwest Territories  
 Municipal and Community Affairs  
 Laras Division



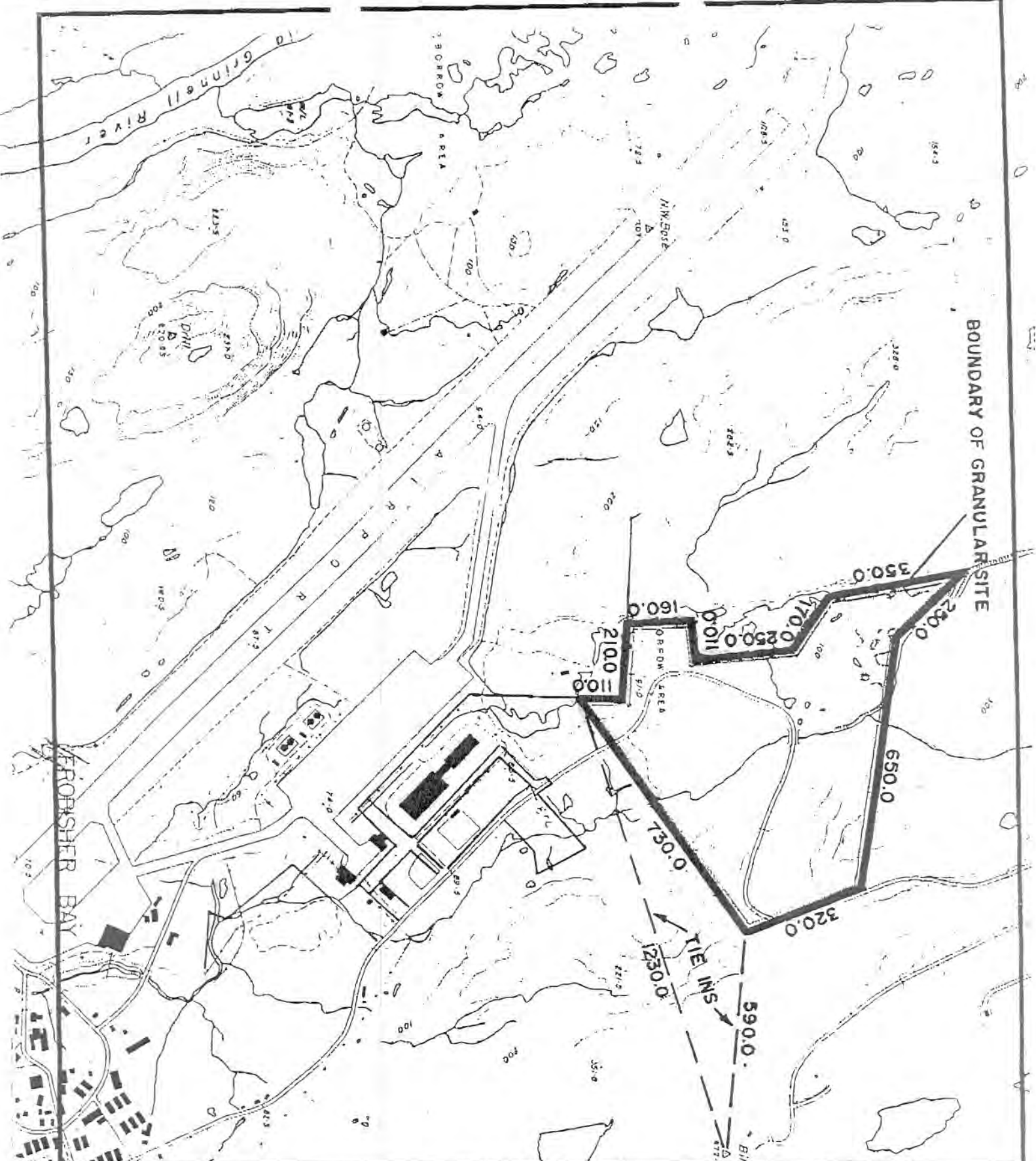
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 SITE 1 OF 2

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INITIALS

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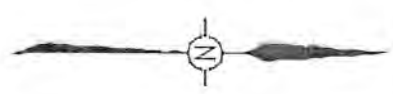
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BOUNDARY OF GRANULAR SITE



Northwest Territories  
Municipal and Community Affairs  
Lands Division



# IQALUIT GRANULAR SITE

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