

HAMLET OF KIMMIRUT, NU
BYLAW NUMBER 142-2017

A bylaw of the Municipal Corporation of the Hamlet of Kimmirut in the Nunavut Territory to enter into a Quarry Administration Agreement with the Commissioner, pursuant to the provisions of the Hamlets Act, R.S.N.W.T., 1988, c. H-1, as amended by S.Nu, 2003, c.3. s. 53.91

As 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 KIMMIRUT, at a duly assembled meeting, enacts as follows:

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

Read a first time this 23rd day of October, 2017.

Read a second time this 23rd day of October, 2017.

MLY
Mayor

Kimberley Young
Senior Administrative Officer

Read a third time and finally passed this 6 day of November, 2017.

LEDCAC
Mayor

Kimberley Young
Senior Administrative Officer



QUARRY ADMINISTRATION AGREEMENT

THIS INDENTURE made in duplicate this 22 day of September, 2017

BETWEEN

THE COMMISSIONER OF NUNAVUT,

hereinafter called "the Commissioner"

AND

THE MUNICIPAL CORPORATION OF THE HAMLET
OF KIMMIRUT in Nunavut,

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 that parcel of land in the Hamlet of Kimmirut in Nunavut shown outlined in red on the sketch annexed hereto and forming part of this Agreement

hereinafter called "the land" subject to the reservations and exceptions provided in law.

THIS AGREEMENT shall be in force and effect for a period of ten (10) years, beginning on May 1st, 2016.

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

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DEFINITION

1. In this Agreement "Deputy Minister" means the Deputy Minister of the Department of Community and Government Services 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.

INITIALS 910

AUTHORITY

5. The **Municipality** is hereby authorized to exercise the power 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.
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.

FEES

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 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.

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 (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
- b) a statement of the management of the site, including removal methodology, depth of excavation, sequence of extraction
- c) a statement on 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.

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

24. 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

25. Time shall be of the essence in this **Agreement**

WAIVER

26. 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.

ADDRESS FOR NOTICES

27. 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**:

Director, Community Support
Department of Community and Government Services
Government of Nunavut
P.O. Box 145
Cape Dorset, Nunavut
X0A 0C0

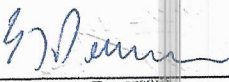
To the **Municipality**:

Municipality of Kimmirut
P.O. Box 120
Kimmirut, NU
X0A 0N0



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.

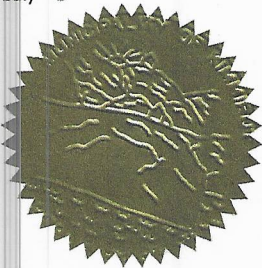
IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first above written.


SIGNED, SEALED AND DELIVERED
by the Deputy Minister of the Department of
Community & Government Services on behalf
of the Commissioner of Nunavut

)
) THE COMMISSIONER OF NUNAVUT
)
)
)
)
) Per: 
)
) Eiryn Devereaux (Seal)
) Acting Deputy Minister
) Community & Government Services
) Government of Nunavut

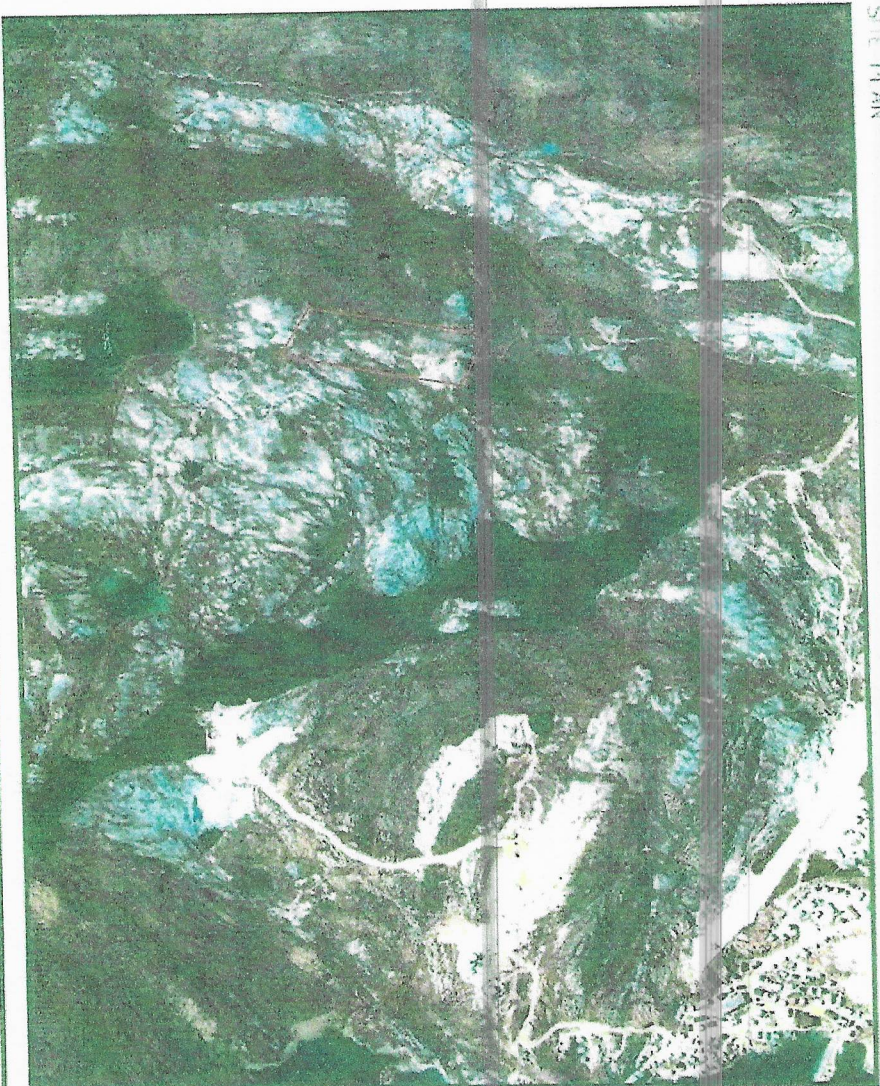
SIGNED, SEALED, AND DELIVERED
by the Mayor the Senior Administrative
Officer on behalf of the Municipal Corporation
of the Hamlet of Kimmirut

)
) Per: 
)
)
)
) Per: 
) (Seal)




INITIALS.....

SITE PLAN



TAMMIL OF KAMOURUT
KAMOURUT

LOCATION: 1000



CLERK OF THE COURT TO THE COURT OF
RECORDS FOR THE COURT OF

CLERK OF THE COURT

DATE

INITIALS

DATE

KIMVIRJI
MUNICIPAL
INFRASTRUCTURE

DATE: March 1, 2006

INITIALS

DATE: 10/10/06

SKETCH NUMBER