

## Reviewer Comments and Proponent Responses

**Project: Hay River Geotechnical Investigation**  
**Board: Mackenzie Valley Land and Water Board**  
**Organization: GNWT-INF (Infrastructure)**

No.	Topic	Reviewer Comment	Reviewer Recommendation	Proponent Response	Board Decision
<b>GNWT-Lands - Hay River Region - Jayda Robillard</b>					
1	LUP MV2023S0033 Dept of Infrastructure Application	The Inspector has reviewed the LUP application and documents.	The Inspector recommends that the LUP be issued with the following changes to the Draft LUP Conditions.	-	
2	26(1)(f) Control or Prevention of Ponding Water, Flooding, Erosion, Slides and Subsidence of Land	The LUP application projects the work to be carried out in January 2024. If there are any delays to the project requiring it to be completed closer to spring prevention of rutting needs to to be considered.	Add Conditions for Prevention of Rutting "The Permittee shall prepare the site in such a manner as to prevent rutting or gouging of the ground surface." and Suspend Overland Travel "The Permittee shall suspend overland travel of equipment or vehicles at the first sign of rutting or gouging."	Noted	Board have updated the conditions to incorporate the addition of the condition recommended by the GNWT – Inspector.
3	26(1)(j) Protection of Historical, Archaeological, and Burial Sites	The area identified in the map provided with the LUP application Project Description show that the boreholes will all be drilled in a previously disturbed area (Figure 4-3). No new clearing is mentioned in the application. Condition 25 is not applicable to this operation.	Remove Condition 25 - ARCHAEOLOGICAL OVERVIEW	Noted	Board have updated the conditions to remove the condition as noted by the GNWT – Inspector.

No.	Topic	Reviewer Comment	Reviewer Recommendation	Proponent Response	Board Decision
4	26(1)(j) Protection of Historical, Archaeological, and Burial Sites	With the removal of Condition 25, Condition 26 - AIA High Potential is no longer applicable.	Remove Condition 26 - AIA - HIGH POTENTIAL	Noted	Board have updated the conditions to remove the condition as noted by the GNWT – Inspector.
<b>MVLWB - Tyree Mullaney</b>					
1	Eligibility	Applications for Land Use Permits require eligibility to be met under the Mackenzie Valley Resource Management Act.	Please confirm if authorization has been given from the landowner (Town of Hay River), if so please provide the evidence for the Board to consider.	Evidence has been provided to Board staff outlining eligibility.	Board have confirmed eligibility with the GNWT.
<b>GNWT-ECE - PWNHC (Prince of Wales Northern Heritage Centre) - Naomi Smethurst</b>					
1	Protection of Historical, Archaeological, and Burial Sites	ECE (PWNHC) did not receive the notification of the application on December 29th.	Please ensure that the Board has the correct distribution list for all future LUP applications.	-	Board confirmed with Prince of Wales Northern Heritage Centre that the email included on the distribution list is correct.
2	Protection of Historical, Archaeological, and Burial Sites	The proposed LUP location is in an area of low archaeological potential.	Remove AOA and AIA-High Potential Conditions from LUP.	Noted	Board have updated the conditions to remove the conditions as noted by GNWT – ECE PWNHC.
3	Protection of Historical, Archaeological, and Burial Sites	GNWT-Lands has provided comments on archaeological conditions.	ECE takes issue with Lands commenting on archaeological conditions, especially concerning recommending the removal of such conditions. While the proposed footprint is in an area of low archaeological potential, Lands does not have access to the archaeological site database. We would prefer if Lands refrain from providing recommendations on archaeological conditions to the board.	-	-

## **LAND TRANSFER MOU**

THIS MOU made the 19 day of September, 2023. (the "Effective Date")

BETWEEN:

### **THE COMMISSIONER OF THE NORTHWEST TERRITORIES**

(the "Commissioner")

AND

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

(the "Town")

(hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS:

- A. The Town owns lands known as the Sundog Site, legally described as Lot 2128, Plan 4391, Hay River (the "Lands") as shown on Schedule A – Site Map;
- B. The Town is prepared to sell the Lands to the Commissioner, subject to the terms of this MOU; and
- C. The Commissioner intends to use the Lands to develop a Long-Term Care (LTC) Facility and to serve the needs of the Northwest Territories.

NOW THEREFORE THIS MOU witnesses that in consideration of the mutual covenants and agreements herein contained and the sum of \$1.00 paid by each Party to the other, the receipt of which is acknowledged, the Parties hereto hereby agree as follows:

1. The Town will grant access to the Lands for the purposes of geotechnical assessment, survey, planning and design upon the signing of this MOU. The assessment work shall be completed at the Commissioner's sole expense and shall be completed on or before September 29, 2024, unless such deadline is extended by agreement of the Parties.

2. The Parties acknowledge and agree that the Lands are not currently serviced or connected to the Towns' existing road system or municipal infrastructure. The Parties further acknowledge that the cost of connecting the Lands to the Town's existing road system and infrastructure would normally be recovered by the sale price of a developed lot.
3. The Town hereby grants the Commissioner the option to purchase the Lands for the sum of \$1.00. The option shall be exercised by notice in writing to the Town delivered not later than March 31, 2025.
4. The Lands will be surveyed at the expense of the Commissioner and the survey plan will be registered at the Lands Titles Office for the Northwest Territories Registration District in Yellowknife prior to the Lands being transferred to the Commissioner.
5. The Town and the Commissioner agree to negotiate the terms of a contribution agreement to compensate the Town for the actual cost incurred for development of roads and infrastructure to service the Lands for the Commissioner's intended use, including an allowance for the use of the Town's own staff and equipment. For greater certainty:
  - a. It is understood that costs will be reflected in unit rates, and that an estimate of unit rate and total costs for roads and infrastructure will be provided to the Commissioner in advance of commencement of work by the Town and as part of the contribution agreement.
  - b. The contribution agreement shall include an allowance for off-site shared infrastructure required for the operation of municipal services to be provided to the subdivision in which the Lands are located (such as lift stations). The Parties agree to negotiate an amount for such costs based on a percentage of the anticipated costs for such shared infrastructure or in such other manner the parties may agree upon. The Town shall provide an estimate of such off-site shared infrastructure in advance of commencement of any such work by the Town and as part of the contribution agreement.
  - c. The contribution agreement shall be negotiated not later than November 30, 2024, and shall specify the Town's obligation with respect to providing services to the Lands and the manner of calculating the amount to be paid to the Town and the timing of the payments.
  - d. The contribution agreement shall address the parties' respective responsibilities for any cost overruns.
  - e. For greater certainty, the Town shall only be obligated to extend roads or other municipal services to the Lands if the Parties reach agreement on the terms of a contribution agreement.
  - f. For greater certainty, if the Town extends municipal infrastructure to the Lands, the Commissioner shall remain responsible for the cost of installing infrastructure on or under the Lands and connecting the Lands to the Town's

infrastructure (unless otherwise specifically agreed in the contribution agreement).

6. If the Parties are unable to agree upon the terms of a contribution agreement and the Commissioner proceeds with development of the Lands, the Commissioner shall be responsible for all costs of extending road and other municipal infrastructure to the Lands, including any infrastructure that will be built on or under Town-owned lands. Any such infrastructure:
  - a. shall be consistent with the Town's bylaws for similar installations and / or any Town issued detailed design specifications,
  - b. shall be installed by qualified contractors satisfactory to the Town, acting reasonably;
  - c. shall be subject to inspection by the Town; and
  - d. may be rejected if it is not completed according to the Town's bylaws and / or any Town issued detailed design specifications; and
  - e. shall become the property of the Town once completed if it is on or under Town lands.
7. If the Town is responsible for building infrastructure to the Lands, the Town and the Commissioner will coordinate development schedules to ensure site servicing is provisioned to allow the facility to be operational in a timely manner.
8. The Town shall have the option to repurchase the Lands from the Commissioner for \$1.00 if the Commissioner has not developed the Lands within 5 years of the date of transfer of title to the Commissioner. The option shall be exercised by notice in writing to the Commissioner delivered not later than 6 months after the date the option comes into effect.
9. This MOU may be extended or amended upon the mutual agreement of the parties as evidenced in writing.
10. This MOU will terminate on the earlier of the following:
  - a. the execution by the Commissioner and the Town of an Agreement of transfer of the Lands;
  - b. a date which is five (5) years after the Effective Date.
11. This MOU shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
12. This MOU may be executed in any number of counterparts, all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this MOU by any party by facsimile or electronic

transmission will be as effective as delivery of a manually executed copy thereof by such Party, unless and until established otherwise to the satisfaction of a court. Notwithstanding delivery of an executed signature page to this MOU by any party by way of facsimile or electronic transmission, upon request, such Party shall promptly thereafter also provide and deliver an originally executed copy of such signature page to the other Party.

- 13. This MOU shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.

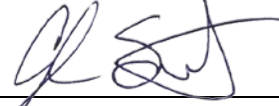
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IN WITNESS WHEREOF the Parties hereto have executed this MOU as follows:

SIGNED, SEALED AND DELIVERED  
by a duly and validly authorized  
representative of The Commissioner of the  
Northwest Territories this 09 day of  
August, 2023.

) **THE COMMISSIONER OF THE**  
) **NORTHWEST TERRITORIES**  
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) Per: Minister of Health and Social  
Services  
(seal)

SIGNED, SEALED AND DELIVERED  
by a duly and validly authorized  
representative of The Municipal Corporation  
of the Town of Hay River this 19 day of  
September, 2023.

) **THE MUNICIPAL CORPORATION OF**  
) **THE TOWN OF HAY RIVER**  
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) Per  
(seal)  
Senior Administrative Officer - Town of Hay River



