



TOWN OF INUVIK
2 FIRTH ST, PO BOX 1160
INUVIK NT X0E 0T0

P 867.777.8600
F 867.777.8601
WWW.INUVIK.CA

QUARRY PERMIT APPLICATION

This application shall in conjunction with the Quarry Permit constitute the Agreement between the parties so designated

The Permit Holder wishes to obtain Raw Materials from a Town quarry and hereby submits the following application information:

Article 1. PERMIT HOLDER INFORMATION

Name of Company

Mailing Address

City / Town, Territory / Province

Postal Code

Phone Number

Facsimile Number

Contact Person(s)

Email Address

Town Business License Number



Article 2. MATERIALS REQUEST

The Permit Holder hereby requests the following to be allocated:

Name of Quarry: _____

Materials Quantity: _____ (cubic meters)

Article 3. QUARRY SEASON ACCESS PERIOD

- .1 This Application shall cover the period commencing _____ and expiring on **31 December 20** _____.

Article 4. FEE SCHEDULE

- .1 The following fees shall apply for the quarrying of raw materials from any of the Town quarries:

Designated Area Clean-up Deposit	\$ 1,000 (per area)
Permit Application Fee	\$ 50.00 (per area)
Quarry Administration & Maintenance	\$ 0.75 per cubic meter (min 1000)
Quarry Restoration	\$ 0.50 per cubic meter (min 1000)
Quarry Royalty	\$ 0.25 per cubic meter (min 1000)
GNWT Surcharge	\$ 0.30 per cubic meter (min 1000)

- .2 All fees identified in Article 4.1 shall be paid in advance of the Permit Holder's "first entry" into the Quarry and/or Allocated Area.
- .3 Clean-up deposits are refundable upon completion of quarry permit year, should used area be properly cleaned, sloped, and drainage looked after.
- .4 All fees paid, excluding clean-up deposit, as per Article 4.1 are **nonrefundable**.
- .6 The Permit Application Fee is a one-time seasonal fee for the quarry and/or allocated area.
- .7 Minimum amount available for purchase is 1000 cubic meters. This cost is nonrefundable.

- .8 Any material used for a Government of the Northwest Territories road construction/maintenance shall be subject to a 20% surcharge for the following items:
- Quarry Administration & Maintenance
 - Quarry Restoration
 - Quarry Royalty

Article 5. PAYMENT

- .1 The Permit Holder shall pay all fees in advance of the commencement of any operations within the designated quarry.
- .2 The Permit shall only be valid for the estimated quantities of raw materials identified by the Permit Holder.
- .3 If additional raw materials are required, an additional Permit shall be obtained.

Article 6. PERMIT HOLDER'S RESPONSIBILITIES

- .1 The Permit Holder agrees to conduct their Quarrying operations strictly within the Allocated Area covered by the Permit.
- .2 The Permit Holder agrees to conduct their Quarrying operations within the hours of 0800 to 2300 daily.
- .3 The Permit Holder agrees to maintain access from the main access road to the Allocated Area.
- .4 The Permit Holder shall be responsible for establishing appropriate drainage ditches as requested by the Town.
- .5 The Permit Holder shall perform all operations in accordance with federal, territorial, and municipal laws and regulations as they pertain to the various phases of the Permit Holder's work.
- .6 The Permit Holder shall not use any material from the Allocated Area for use in any Government of the Northwest Territories road construction project outside the town of Inuvik Municipal Boundaries.
- .7 The Permit Holder shall report their pit activity monthly. Reporting sheets are due no later than the second Tuesday of each month. Reporting shall be submitted monthly during the permit period even if it is to report zero usage.

- .8 The Permit Holder must give notice to the Town of Inuvik if a sub-contractor is to be utilized prior to sub-contractor using the quarry. This notice is to include a) Name of the Sub Contractor b) Type of Vehicle Used c) Quantity taken.
- .9 It will be the responsibility of all main quarry Permit Holders to submit a usage of their approved sub-contractors in accordance with Article 6.7.
- .10 Permit holders should be aware there is an active Mining Lease No. NT-5529 (formerly Claim K11021) recorded pursuant to the Northwest Territories *Mining Regulations*, which overlaps with a portion of the Navy Road Quarry. Permit holders must therefore carry out activities in the Quarry in a way that does not unreasonably interfere with the representation work being done within the Mining Lease Area. Specifically, permit holders need to be aware that:
 1. They are not to remove stockpiles made by the leaseholder or agents located on the Mining Lease;
 2. They are not to move any equipment of owned by the leaseholder located on the Mining Lease; and
 3. They are not to conduct their activities in a manner that impedes or interferes with the representation work done on the Mining Lease.

Article 7. TOWN RIGHTS AND RESPONSIBILITIES

- .1 The Town shall have first right to any Allocated Area.
- .2 The Town shall be the sole judge of any disputes regarding usage within any quarry.
 - .1 The Town of Inuvik Director of Public Services shall act promptly in resolving any disputes and shall provide written notification to the affected parties.
 - .2 The decision of the Director of Public Services is final.
- .3 The Town agrees to maintain the main access road in a reasonable condition.
- .4 Any and all stockpiles remaining in any Allocated Area as of 31 December in each year shall become the property of the Town.

Article 8. INTERPRETATION

- .1 Where a period of time is prescribed, dated or calculated from the day of the event, the time shall be calculated including such day unless a contrary intention appears.
- .2 Where the time for doing anything falls or expires on a Sunday or on a statutory holiday, then such thing shall be deemed to be done on the first day thereafter that is not a Sunday or statutory holiday.

- .3 If any of the provisions of this Contract are illegal, such provision shall be severable from the rest of this Contract which shall remain in full force and effect and be binding upon the parties as though the said provisions or provision had never been included.

Article 9. CONTRACT TERMINATION

- .1 The Town may terminate or may not issue any Quarry Permit for cause, including, but not limited to the Permit Holder having an outstanding debt with the Town.
- .2 The Town shall provide forty-eight (48) hours' written notice of Contract Termination.
- .3 All reporting sheets must be submitted by the second Tuesday of each month. Failure to do so will result in suspension of the permit and no further quarry activity will be allowed until the report is turned in and approval is given by the Director of Public Services. Repeat offences may result in contract termination.

Article 10. NOTICES

- .1 All notices shall be given if hand delivered or sent prepaid Single Registered Mail addressed to the following:
- .1 to the Permit Holder at the address indicated in Article 1.
- .2 to the Town at:
- The Town of Inuvik
Box 1160
2 Firth Street
Inuvik, Northwest Territories
X0E 0T0**
- .3 Either party may change its address for the notice by a written notice given as herein provided.
- .4 A notice which is mailed will be considered as having been given after five (5) days from the date of posting of the letter.



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Article 11. ASSIGNMENTS

- .1 The Permit Holder shall not assign this Agreement or any portion thereof.

Article 12. AGREEMENT

- .1 The Permit Holder agrees that the issuance of the Quarry Permit does not grant to the Permit Holder any exclusion right or lease hold interest in the land covered by the Quarry Permit.
- .2 Any overburden materials (commonly referred to as black dirt, peat mixture, loam, etc.) that is stockpiled (mixed or separated) shall be subject to the same regulations for hauling, etc.
- .3 Signed by or on behalf of the Permit Holder:

Signature of Authorized Officer

Printed Name

Signature of Authorized Officer

Printed name

Date

END OF APPLICATION