

CHAPTER LS: LOCAL SERVICES

LS.1 JURISDICTION¹²

LS.1.1 An Dehcho Community Government³ has Jurisdiction of a municipal nature within its community boundaries with respect to:

- (a) the health, safety, and welfare of people and the protection of people and property;
- (b) people, activities and things in, on, or near a public place, or place that is open to the public, including the imposition of curfews;
- (c) public nuisances, including unsightly property;
- (d) licensing of businesses, business activities, and persons engaged in business;
- (e) local transportation systems including, but not limited to, buses and taxis;
- (f) domestic animals and activities in relation to them;
- (g) programs, services, and facilities provided by or on behalf of the Dehcho Community Government including, but not limited to, sewers, drainage systems, water distribution and supply, garbage and waste, ambulance services, and recreation;
- (h) community flag, crest and coat of arms;
- (i) community roads, except primary highways under the *Public Highways Act* (NWT);
- (j) the operation of All Terrain Vehicles, except on primary highways as defined under the *Public Highways Act* (NWT);
- (k) the purchase and acquisition of real property by the Dehcho Community Government and the sale, lease, disposition, use, holding or development of Dehcho Community Government real property;
- (l) land use planning, zoning and subdivision control; and
- (m) granting utility franchises.

LS.1.2 Regulation of land under Part 3 of the *Mackenzie Valley Resource Management Act* (Canada) applies to lands within a Dehcho Community

¹ The provisions of the agreement that govern the public accountability of the community government, such as maintaining a public registry of laws and the enactment of laws, would be addressed in a Governance Chapter as well as matters such as number of councilors, eligibility to vote and run for office, conduct of elections by secret ballot, flexible guaranteed participation mechanisms for Dehcho Citizens and basic principles of democratic representation.

² The Agreement would address the linkages between the community and regional governments to allow for coordination of programs and services between different levels of government.

³ The Dehcho Community Government would be public in nature and represent and serve all residents in the <name of region>.

except where the Dehcho Community Government exercises Jurisdiction under LS.1.1 in respect of those lands.

LS.1.3 An Dehcho Community Government has Jurisdiction and Authority within the Community Boundaries that are the same as the Jurisdiction and Authority of municipalities under NWT Law in relation to:

- (a) fire protection and prevention;
- (b) emergency preparedness and emergency measures;
- (c) motor vehicles;
- (d) expropriation of interests in lands;
- (e) property taxation;
- (f) property assessment; and
- (g) any other matter that may be provided for in NWT Law not addressed by the Jurisdiction in LS.1.1.

LS.1.4 In exercising its Jurisdiction and Authority pursuant to LS.1.3, the Dehcho Community Government shall perform those duties that are the same as with the duties of municipalities under NWT Law.

LS.1.5 The Jurisdiction of the Dehcho Community Government set out in LS.1.1 and LS.1.3 does not include:

- (a) establishing a land titles system;
- (b) consumer protection;
- (c) regulation of utilities;
- (d) occupational health and safety; and
- (e) any matters that may be set out in the General Provisions chapter.⁴

LS.1.6 An Dehcho Community Government shall have standing to make representations to the Public Utilities Board, or any other administrative decision-maker established pursuant to NWT Law, when the Board or decision-maker considers any matter which:

- (a) is within the jurisdiction of the Board or decision maker affecting the provision of a public utility service within the Dehcho Settlement Area; and
- (b) may impact upon the Dehcho Community Government.

LS.1.7 Notwithstanding the geographic limit in LS.1.1 and LS.1.3, Dehcho Community Government Laws made pursuant to LS.1.1 and LS.1.3 may apply, by

⁴ Refer to LTC

agreement between the Dehcho Community Government and the GNWT, outside the community boundaries in order to facilitate the delivery of services.⁵

LS.2 STANDARDS

- LS.2.1 Dehcho Community Government Laws made pursuant to LS.1.1 and LS.1.3 shall provide for health and safety standards and technical codes regarding public works, community infrastructure and local services that are at least equivalent to federal and NWT health and safety standards and technical codes.
- LS.2.2 The GNWT shall confer with the Dehcho Community Governments prior to amending or establishing standards and technical codes referred to in LS.2.1.

LS.3 CONFLICT

- LS.3.1 In the event of a conflict between an Dehcho Community Government Law made pursuant to LS.1.1 and a Federal Law or NWT Law, the Dehcho Community Government Law prevails to the extent of the conflict.
- LS.3.2 In the event of a conflict between an Dehcho Community Government Law made pursuant to LS.1.3 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the conflict.

⁵ The issue of setting and amending Community Boundaries is usually located in a Land Chapter: (a) the GNWT with the Community Government would have the authority to establish and adjust community boundaries; (b) the GNWT would consult with the Dehcho Regional Government when a change in boundary may involve settlement lands.