

**MUNICIPALITY OF JASPER
COMMITTEE-OF-THE-WHOLE MEETING**

DATE: Tuesday, December 23, 2014
PLACE: **ESB meeting room**
TIME: 9:30 a.m.

A G E N D A

- 1.0 Call to Order

- 2.0 Additions to Agenda

- 3.0 Approval of Agenda
 - 3.1 December 23, 2014

- 4.0 Approval of Minutes
 - 4.1 December 9, 2014 attachment

- 5.0 Business Arising

- 6.0 Brief Updates
 - 6.1 Council Representation on Various Boards, Upcoming Meetings
 - 6.2 MoU Jasper Dispatch attachment
 - 6.3 Fire Truck purchase to be presented at mtg

- 7.0 Correspondence
 - 7.1 Mountain Pine Beetle attachment

- 8.0 Upcoming Events
 - 8.1 January 13 – Chamber meeting 8 am

- 9.0 Adjournment

Committee-of-Whole meeting
Tuesday, December 9, 2014
ESB meeting room

- Present:** Deputy Mayor Gilbert Wall, Councillor Dwain Wacko, Councillor Brian Nesbitt, Councillor Rico Damota, Mark Fercho, Beryl Cahill, Alice Lettner, Christine Nadon, Greg Van Tighem, Gord Hutton
- Absent** Mayor Richard Ireland, Councillor Vonna Arsenault, Councillor Helen Kelleher-Empey
- Call to Order** Deputy Mayor Wall called the meeting to order at 9:30 a.m.
- Approval of Agenda** Motion by Councillor Wacko that the agenda for the committee meeting be approved as presented. Carried
- Approval of Minutes** Councillor Nesbitt indicated that his name is shown as being present at the November 25th, 2014 committee meeting, but that he was actually absent.
- Motion by Councillor Nesbitt that the minutes of the November 25th 2014 committee meeting be approved as revised. Carried
- Business Arising Commemorative Post** Councillor Wacko commented on the proposal to locate a post commemorating the Jasper/Hakone SisterCity Relationship, and suggested that the Greenspace Committee may be able to consider and advise on possible locations for not only the post, but also for other commemorative and important events and relationships.
- Library Project Update** CAO Mark Fercho provided Council with a new timeline of events for the Library Project, leading up to a target opening date of September 1, 2015. Contractors are now recalling all the subtrades. Councillor Nesbitt feels this is very significant. Councillor Wacko commended the CAO on the work done on this project to date.
- Recess** Council agreed to a short recess at 9:36 a.m. in order for some individuals to answer an emergency call. Deputy Mayor Wall, Greg Van Tighem and Gord Hutton left the meeting room at 9:37 a.m. Quorum lost.
- Meeting reconvenes** The meeting reconvened at 9:42 a.m. with Deputy Mayor Wall and Greg Van Tighem returning to the meeting room at this time.
- Dispatch MoU** Council reviewed a proposed Memorandum of Understanding for Dispatch Services between the Municipality and Parks Canada for an interim period of 2013 to 2017 while Parks in the process of a revamping/transition phase. Dispatch fees were previously picked up by Protective Services. The Province took over ambulance dispatch some years ago. This MoU will maintain contract with the different agencies. No reduction in services is expected.
- Brief Updates Christmas Week Office Closure Pilot** Council reviewed a proposal to close the Administration and Operations offices for the period December 22nd to January 4th inclusive. The CAO will discuss this plan with staff and move forward on it.

Agenda Item: 4.1

ESB Mould Report	Councillors reviewed the final report of Barrows Safety Services on the mould discovered at the emergency services building. In the absence of Gord Hutton who is overseeing this project, Greg Van Tighem indicated that the contractor has been extremely thorough and professional on the project and updates the Municipality on a regular basis. Work to be done includes fixing the outside leak and redoing the stucco.
Council reps. on boards/ committees	Deputy Mayor Wall advised that the Evergreens Foundation will hold its meeting on Thursday, December 11 th where an update on the two current projects is expected. Councillor Wacko indicated that he will meet with other councillors and GPRC officials today at 4:30 p.m. regarding the possibility of a culinary course as part of the GPRC programme.
Upcoming Events	As listed in the agenda package.
Adjournment	Motion by Councillor Nesbitt that, there being no further business, the meeting be adjourned at 10:09 a.m.



REQUEST FOR DIRECTION

Subject: Memorandum of Understanding with Parks Canada for Dispatch Services

Prepared by: Greg Van Tighem, Director of Protective Services

CoW Review: December 9, 2014

Date of Decision: December 16, 2014

Recommendation: Request Council authorize the Municipality to enter into a Memorandum of Understanding with Parks Canada for Jasper Dispatch Services.

Background: The Municipality has had a Memorandum of Understanding with Parks Canada for dispatch services for the past six years.

The primary purpose is to enable the Municipality and Parks Canada to provide dispatch services that will assist in the provision of efficient municipal emergency and protective services in a cooperative and cost effective manner.

Options: Not enter into an MOU at this time

Costs: As shown in Memorandum of Understanding

Attachment: Draft Memorandum of Understanding

Director _____

CAO 

Agenda Item 6.2

DRAFT**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made in Triplicate as of the ___ day of _____, Two Thousand and ___:

Between: The Jasper National Park of Canada, as represented by the Field
Unit Superintendent,

OF THE FIRST PART;

and The Municipality of Jasper as represented by the CAO

OF THE SECOND PART;

WHEREAS the Jasper National Park of Canada (hereinafter referred to as "Parks Canada") and the Municipality of Jasper (hereinafter referred to as "the Municipality") wish to enter into a cooperative arrangement respecting provision of Dispatch services within the Municipality of Jasper and Jasper National Park.

NOW THEREFORE THIS UNDERSTANDING WITNESSETH that the Parties hereto mutually agree, one with the other, as follows:

1. Definitions

In this Memorandum of Understanding (MOU):

- a) Council means the Council of the Municipality of Jasper.
- b) Superintendent means the Superintendent of Jasper National Park.
- c) Town means the area within the Municipality of Jasper that is coterminous with the park community of Jasper as set out in Schedule 4 of the National Parks Act.

2. PURPOSE

The Primary Purpose is to enable the Municipality and Parks Canada to provide "dispatch services" that will assist in the provision of efficient Municipal, Emergency and Protective Services in a cooperative and cost effective manner.

3. OBJECTIVES

The objectives established for this Memorandum of Understanding are:

- 3.1** To allow the Municipality and Parks Canada to participate in a cooperative emergency and protective services dispatch program.
- 3.2** To facilitate a strong partnership between Parks Canada and the Municipality in the provision of Municipal services.
- 3.3** To accomplish appropriate standards of dispatch services that will assist in the provision of Municipal, Emergency and Protective services for the benefit of the visitors and residents of the Municipality and Jasper National Park.

4 DESCRIPTION OF SERVICES AND REQUIRED STANDARDS

4.1 Dispatch Services

a) Parks Canada will provide 24 hour dispatch services for 365 days per year, 24 hours per day to all of Jasper National Park including the area defined as the Town of Jasper

b) The services shall include:

- Switchboard services
- Interagency emergency communication and coordination services related to implementation and support of the Municipal Emergency Response Plan
- 911 Call answering leading to Emergency Dispatch for and not limited to
 - motor vehicle accidents
 - medical emergencies
 - fire
 - police
 - environmental emergencies
 - missing persons
- Dispatching of Mutual Aid Resources
- Coordination of municipal services emergencies
 - electrical service
 - gas service
 - water service
 - sewer service
- Serviced Parties:
 - Municipality of Jasper
 - Jasper Fire Department
 - Municipality of Jasper Protective Services
 - Municipality of Jasper By Law Enforcement
 - Employees of the Municipality of Jasper
 - Inhabitants of Jasper and outlying areas
 - Visitors to Jasper and the Park

5. FUNDING AND ADMINISTRATION

5.1 The Park shall be responsible for payment of all costs associated with the provision of the dispatch services provided as outlined in this MOU.

5.2 The Municipality will contribute:

For April 1, 2014 to March 31, 2015 \$40,000.00

For April 1, 2015 to March 31, 2016 \$40,000.00

For April 1 2016 to March 31 2017 \$40,000.00

5.3 This figure will increase annually by Canadian CPI as of December 31st, commencing December 2015.

5.4 Parks will bill the Municipality twice yearly; once on November 1st for the period April 1st to December 31st and once on February 1st for the period January 1st to March 31st.

6. DISPUTE RESOLUTION

- 6.1 In the event of any dispute regarding the interpretation and performance of this MOU, or an alleged breach of this MOU, either party may give written notice of the dispute to the other party and representatives shall meet within 5 days after the notice of dispute is given, and shall attempt in good faith and using reasonable efforts, to resolve the matter equitably and to the satisfaction of both parties.
- 6.2 If the parties' representatives cannot resolve the dispute within 5 days after they first meet, the dispute shall be referred to a court of competent jurisdiction.

7. INDEMNIFICATION

- 7.1 Parks Canada agrees to hold harmless and indemnify the Municipality against any and all claims, suits, damages, costs, or legal expense as a result of bodily injury or property damage resulting from the negligence of Parks Canada.

8. GENERAL TERMS

- 8.1 This MOU shall not be assigned except by the written agreement of both parties.
- 8.2 Nothing contained in this MOU nor any acts of the parties shall be deemed to constitute a partnership or joint venture, nor is any agency relationship created or intended to be created between the Municipality and Parks Canada pursuant to this MOU.
- 8.3 If any provision of this MOU or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this MOU, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law.
- 8.4 Time shall be the essence of this MOU and of any part thereof.
- 8.5 Subject to the terms of this MOU, this MOU shall inure to the benefit of and be binding upon the parties, their lawful heirs, executors, administrators, successors and assigns.
- 8.6 Nothing expressed or implied in this MOU is intended to or shall be construed to confer on or to give any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this MOU.
- 8.7 This MOU shall be interpreted in accordance with the laws of the Province of Alberta, except insofar as such laws may be inconsistent with federal Crown prerogative or any paramount federal laws and in accordance with the laws of Canada applicable therein. In the event of any inconsistency, the laws of Canada shall prevail.
- 8.8 In the event the Municipality is required to respond under the Freedom of Information and Protection of Privacy Act to an inquiry with respect to this MOU, Parks Canada shall

provide to the Municipality all relevant documents and information within its care and control and applicable to such inquiry.

8.9 No member of the House of Commons of Canada or the Senate of Canada shall be admitted to any share or part of the MOU or to any benefit to arise there from.

9. CANCELLATION

9.1 Either party may cancel this MOU by providing one year written notice.

TERM OF THE MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be from April 1, 2014 to December 31, 2017.

Three months prior to the expiry of this memorandum of understanding a review shall be conducted to examine the usage by the Municipality of Jasper compared to the total usage by all clients of Jasper Dispatch. At that time a new software program that is currently being examined prior to purchase shall be in place and the relevant statistics accessible and available.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this ____ day of _____, 20__.

HER MAJESTY THE QUEEN

THE MUNICIPALITY OF JASPER

IN RIGHT OF CANADA

Per: _____

as represented by the
Minister of Environment

Mayor

" s e a l "

Per: _____

Per: _____

Field Unit Superintendent
Jasper National Park of Canada

CAO



Edson & Hinton Woodlands Phone: 780-865-8113
756 Switzer Dr. Fax: 780-865-8165
Hinton, Alberta
T7V 0A2

December 12, 2014

Yellowhead Constituency Office
119 – 50th Street
PO Box 7887, Station Main
Edson, Alberta
T7E 1V9

jim.eglinski@parl.gc.ca

ATTENTION: Honorable Member of Parliament – Mr. Jim Eglinski

RE: Mountain Pine Beetle Epidemic – Jasper National Park

Dear Mr. Eglinski,

On Behalf of West Fraser, I'd like to congratulate you on your recent election victory, and we look forward to working with you as our new Member of Parliament. We would welcome an opportunity to introduce ourselves and to tell you about West Fraser and the several facilities we operate in your riding. We'd be honoured if there was an opportunity at some point for you to visit one or more of these.

At the present time we hope to draw your attention and request your assistance on a matter that is environmentally time sensitive and poses a significant economic risk to the municipal communities of Jasper, Hinton, Grande Cache and Edson in your riding. This immediate risk is the spreading population of mountain pine beetle (MPB) from British Columbia into Jasper National Park (JNP). If left unchecked due to resources shortages, funding, and Parks Canada's priorities it stands to devastate the landscape of one of Canada's most scenic areas.

In 2014, JNP saw a significant increase in the area infested with MPB. A total of 6,500 hectares of lodgepole pine in the Athabasca, Whirlpool and Miette valleys have been identified as attacked, whereas the previous year attacked trees were still able to be counted individually. If this population is allowed to continue growing exponentially year upon year the dead forests left behind pose a very real wildfire threat to the Town of Jasper. Additionally, if allowed to escape JNP in to the working forest in the Hinton area it will have devastating impacts on the local forest industry and the overall economics of the Town.

The MPB threat in JNP is real and one of great concern to us. We are hopeful that you could make time for a meeting to discuss this issue with us early in the New Year after the Christmas break. Should your schedule allow for this, please contact me at your earliest convenience at 780-865-8171 or by email, bruce.alexander@westfraser.com to set up a date and time.

Kind Regards,

Bruce Alexander
Woodlands Manager
West Fraser Mills – Edson and Hinton

Cc: Gordon Sanders – Alberta Chief Forester, West Fraser
Peter Andrews – Alberta Regional Manager, West Fraser
Larry Gardner – General Manager Woodlands, West Fraser Canadian Operations
Dave Lehane – Senior Vice President Woodlands, West Fraser
Richard Ireland – Mayor, Jasper Municipality
Rob Mackin – Mayor, Hinton Municipality
Greg Pasychny – Mayor, Edson Municipality