## Municipality of Jasper

## **Committee of the Whole Meeting Agenda**

April 12, 2022 | 9:30 am

## Quorum Room, Jasper Library and Cultural Centre

Notice: Council members and a limited number of staff are returning to Council chambers for meetings beginning March 2022. Presentations will continue to take place online until further notice. Members of the public can attend meetings in person; view meetings through the Zoom livestream; or view archived Council meetings on YouTube at any time. To live-stream this meeting starting at 9:30 am, use the following Zoom link: <a href="https://us02web.zoom.us/j/87657457538">https://us02web.zoom.us/j/87657457538</a>

## 1. Call to order Acting Deputy Mayor Hall to chair meeting

## 2. Additions to agenda

## 3. Approval of agenda

3.1 April 12, 2022 Committee of the Whole agenda

attachment

## 4. Approval of minutes

4.1 March 22, 2022 Committee of the Whole minutes

attachment

## 5. Business arising from minutes

#### 6. Presentations

6.1 Snape's Hill Reforestation Project – Danny Frechette

attachment

#### 7. New business

7.1 Mountain Makers Arts & Culture	attachment
7.2 WY Regional Waste Management Authority Governance and Administrative Plan	attachment
7.3 Parcel GB Development Information	verbal
7.4 RCMP Advocacy – Mayor Ireland	verbal

#### 8. Correspondence

8.1 National Police Federation - Colin Buschman

attachment

#### 9. Motion Action List

attachment

#### 10. Council representation on various boards, upcoming meetings

10.1 Council appointments to boards and committees

## 11. Upcoming events

Jasper Park Chamber of Commerce General Meeting – Wednesday, April 20, Chateau Jasper, 7:30am NETMA – Wednesday, April 20, 5-7pm, De'd Dog

## Municipality of Jasper

## **Committee of the Whole Meeting Agenda**

April 12, 2022 | 9:30 am

Quorum Room, Jasper Library and Cultural Centre

National Volunteer Week – April 24-30

Emergency Preparedness Week – May 1-7

Emergency Preparedness Week Open House – Wednesday, May 4, 3:00 to 7:00pm, Fire Hall State of the Municipality Address for the Jasper Park Chamber of Commerce – May 11

Intergovernmental Meeting – Tuesday, May 17, 9:30am, Hosted by Parks Canada

#### 12. In Camera

- 12.1 Advice from Officials, personnel matter FOIP s. 24(1)(b); 24(1)(d)
- 12.2 Deliberative matter, intergovernmental relations FOIP, s. 21(1)

## 13. Adjournment

## Municipality of Jasper

#### **Committee of the Whole Meeting Minutes**

Tuesday, March 22, 2022 | 9:30am

Jasper Library and Cultural Centre, Quorum Room

Virtual viewing and participation

Council attendance is primarily back in Council chambers at the Jasper Library and Cultural Centre. This meeting was also conducted virtually and available for public livestreaming through Zoom. Public viewing and participation during Council meetings is

through Zoom livestreaming.

Present Mayor Richard Ireland, Deputy Mayor Helen Kelleher-Empey, Councillors Wendy Hall,

Ralph Melnyk, Kathleen Waxer, and Rico Damota

Absent Councillor Scott Wilson

Also present Bill Given, Chief Administrative Officer

Christine Nadon, Director of Protective & Legislative Services

John Greathead, Director of Operations

Christopher Read, Director of Community Development

Lisa Riddell, Community Development Manager Emma Acorn, Legislative Services Coordinator

Jason Stockfish, The Fitzhugh Bob Covey, The Jasper Local

Justin Melnyk, Jasper Park Chamber of Commerce

14 observers

Call to Order Deputy Mayor Kelleher-Empey called the March 22, 2022 Committee of the Whole

meeting to order at 9:30am and began with a Traditional Land Acknowledgement.

Approval of agenda #130/22

MOTION by Councillor Melnyk to approve the agenda for the March 22, 2022 Committee

of the Whole meeting as presented.

FOR AGAINST

5 Councillors 0 Councillor CARRIED

Approval of minutes

MOTION by Councillor Hall to approve the minutes of the March 8, 2022 Committee of

the Whole meeting as amended:

#131/22 - Correct the number of votes in motions #103 and #104 to reflect the votes of the five

Councillors present

FOR AGAINST

5 Councillors 0 Councillors CARRIED

Business arising from minutes

At the March 8, 2022 meeting, Committee discussed writing a letter to the provincial government with regards to the write off of Property Tax receivable for Roll 500000 (the Provincial Building). Mayor Ireland has shared a draft of the letter with Councillors, which is to be sent to the Minister of Finance, and has copied the Minister of Municipal Affairs, the Premier, and the President of Alberta Municipalities.

Sidewalk Seating RFD

At the February 8 meeting, Committee provided direction to Administration on how to administer the sidewalk seating program for 2022. Administration has since been working with Parks Canada to identify an application process that would be amenable to both organizations. Administration presented recommendations and alternatives for moving forward.

Council discussed the challenges of all options and invited Justin Melnyk of the Jasper Park Chamber of Commerce to share questions or concerns from business partners in the community.

Councillor Damota joined the meeting at 9:55am

Sidewalk Seating continued #132/22

MOTION by Mayor Ireland that Committee defer consideration of the Sidewalk Seating Request for Decision to a Special Meeting of Council on Tuesday, March 29, 2022 at 1:30pm.

FOR AGAINST 6 Councillors 0 Councill

0 Councillors CARRIED

Recess Deputy Mayor Kelleher-Empey called a recess from 10:43am to 10:52am.

2018-2022 Strategic Plan Review Committee received a report from Administration reviewing progress made in reference to the 2018-2022 Council Strategic Plan.

#133/22

MOTION by Mayor Ireland that Committee receive the report for information.

FOR AGAINST

6 Councillors 0 Councillors CARRIED

Municipal Staff Housing Administration presented a draft Municipal Employee Housing Policy as per direction provided on September 14, 2021.

#134/22

MOTION by Councillor Damota that Committee recommend Council approve the Municipal Employee Housing Policy as amended.

FOR AGAINST

6 Councillors 0 Councillors CARRIED

Community Conversations Report Community Development Manager Lisa Riddell presented a report on behalf of Administration detailing Community Conversations over the past quarter. Council expressed their gratitude for the report and the overall program.

#135/22 MOTION by Councillor Hall that Committee receive the Community Conversations report for information.

**AGAINST** 

FOR

6 Councillors 0 Councillors CARRIED

Alberta Winter Games

On March 8, 2022 Council received an invitation from Alberta's Minister of Culture, Ron Orr, to submit a bid to host the 2024 Alberta Winter or Summer Games. In response to this request Administration reached out to the neighboring communities of Hinton, Edson, and Yellowhead County to gage interest in co-hosting the 2024 Alberta Winter Games. Administration informed Council that none of the others are currently planning on submitting a proposal.

#136/22

MOTION by Councillor Hall that Committee receive the verbal report on the Alberta Winter Games as information.

FOR AGAINST

6 Councillors 0 Councillors CARRIED

UpLift! Mural Festival

Mayor Ireland declared a conflict of interest and asked to excuse himself for the next item on the agenda in relation to Section 10.2 of the Code of Conduct Bylaw. Mayor Ireland is a close family relation of one of the organizers of the festival.

Director of Community Development Christopher Read updated Council with the options being identified as ways the Municipality can provide support to the UpLift! Mural Festival being organized for this spring.

#137/22

MOTION by Councillor Damota that Committee receive the verbal report on the UpLift! Mural Festival Municipal Support as information.

FOR AGAINST

6 Councillors 0 Councillors CARRIED

Correspondence none

Motion Action List

Administration reviewed the Motion Action List, which included revised target dates and the removal of items which were addressed today.

#138/22

MOTION by Councillor Hall that Committee approve the updated Motion Action List as amended.

FOR AGAINST

6 Councillors 0 Councillors CARRIED

Councillor reports

Mayor Ireland will be attending a Jasper Partnership Initiative meeting tomorrow afternoon in the Quorum Room. He also has a Zoom call scheduled for Thursday afternoon with the mayors of Banff and Canmore.

Councillor Kelleher-Empey attended the Evergreens Foundation meeting last Friday. She will also be attending the Evergreens Seniors Conference April 10 to 13 in Calgary, and be absent for the April 12 Committee of the Whole meeting.

Councillor Melnyk will be attending the quarterly board meeting of the TransCanada Yellowhead Highway Association this Friday on Zoom. He will also be attending the monthly Jasper Yellowhead Historical Society board meeting this Friday on Zoom.

Councillor Damota will be attending the Environmental Responsibility Community Conversation tomorrow. He will also be at the Jasper Community Team Society board meeting this Thursday at Robson House.

There is an Elected Officials Education Program course starting March 23 focusing on Municipal Corporate Planning and Finance which both Councillors Damota and Hall will be participating in over Zoom.

Councillor Hall attended a Library Board meeting last Wednesday. She is also going to the Friends of the Library casino fundraiser at the end of April.

Councillor Waxer attended the RCMP Community Conversation last Tuesday.

**Upcoming Events** 

Council reviewed a list of upcoming events.

In Camera #139/22 MOTION by Councillor Hall to move in camera at 11:56am to discuss agenda items:

- 11.1 Personnel matter: CAO performance feedback – FOIP, S. 17(4)(f)

FOR AGAINST

6 Councillors 0 Councillors CARRIED

Mr. Given also attended the in camera session.

Revert to open meeting

#140/22

MOTION by Councillor Damota that Committee of the Whole revert to open meeting at

12:59pm.

FOR AGAINST

6 Councillors 0 Councillors CARRIED

Adjournment #141/22

MOTION by Councillor Hall, there being no further business, the Committee of the Whole

meeting of March 22, 2022 be adjourned at 1pm.

FOR AGAINST

6 Councillors O Councillors CARRIED

#### Item 6.1

From: noreply@civicplus.com

To: Municipality of Jasper; Emma Acorn; Kayla Byrne
Subject: Online Form Submittal: Feedback Form
Date: Tuesday, March 29, 2022 8:44:12 PM

## Feedback Form

## **Public Information Notice**

Thanks for your feedback. Feedback received by email is a public document and may be considered for publication in a Council meeting agenda package, available on the website. Completed Feedback Forms are forwarded directly to Administration. If you need to contact staff about your Feedback Form, please email info@town.jasper.ab.ca.

Danny Frechette
1018 lodgepole street
danjannic@hotmail.com
Mayor & Council
Snapes hill reforestation project
Mayor and council I would like to request the opportunity to present a proposal on a project on snapes hill. This project would involve a joint venture with parks Canada's reforestation program and a historical interpretative display of the railroad and parks Canada history on the site.  It would be my hope to speak at the April 12th meeting if possible.  Thank you for your consideration.  Best regards Danny Frechette

Email not displaying correctly? View it in your browser.

## **REQUEST FOR DECISION**

**Subject:** Mountain Makers Art and Culture

**From:** Bill Given, Chief Administrative Officer

**Prepared by:** Christopher Read, Director of Community Development

Reviewed by:

**Date:** April 12, 2022

#### Recommendation:

That committee:

• receive the Community Development Director Update report on the Mountain Makers presentation and the relationship between the Municipality and local non-profit organizations for information;

## **Options:**

That committee:

• receive the Community Development Director Update report on the Mountain Makers presentation and the relationship between the Municipality and local non-profit organizations for information with amendments as suggested by Council;

## **Background:**

On July 27, 2021, Council received a public presentation from Celina Frisson & Sabrina Doyle of Mountain Makers regarding the challenges and opportunities in the arts and culture sector in Jasper. The presentation included this request: "Mountain Makers works with the municipality to find equally accessible and inclusive space that legally complies with the need-to-reside rules." Additionally, Ms. Frisson and Ms. Doyle presented the following value statements:

**Balance:** More balanced resources spread between recreation and culture

**Collaboration:** Finding a space that would allow us to participate

**Transparency:** Material strategy and corresponding budget for arts and culture

Attention: Increase in acknowledgment from the council

After the presentation, Council passed the following motion:

#325/21 Arts & Culture — MOTION by Councillor McGrath that committee direct administration to come back to a future Committee of the Whole meeting with a report to follow up on the request made in the presentation today July 27, 2021.

On September 14<sup>th</sup>, 2022, Administration provided a report summarizing the relationship between the Jasper Community Team Society (JCTS) and the Municipality of Jasper. While that item was initially focused on the Jasper Community Team Society and the Friends of Jasper Culture and Recreation, subsequent discussions resulted in Council passing the following motion:

#386/21 - MOTION by Councillor McGrath that Committee direct Administration to bring forward recommendations on how to enhance the relationship between the Municipality and local non-profit organizations including the Jasper Community Team Society and Friends of Jasper Culture and Recreation.



As the relationship with our non-profit service providers such as Habitat for the Arts / It Only Takes A Dream directly relates to both of these motions, administration has been engaging in conversations and establishing relationships over the past few weeks to collaboratively develop a path forward to address both motions in concert.

#### **Discussion:**

This update report is intended to give Council and residents the current status of these two motions, invite Council comments for focusing administrative efforts, and to show the projected timelines for resolution.

Administration has developed the following plan/timeline:

#### **April 2022:**

- Initial meetings to understand context
  - Habitat/IOTAD
  - Mountain Makers
  - Jasper Community Team Society
  - Jasper Municipal Library
  - Jasper Artists Guild (TBA)
  - Friends of Culture and Recreation (postponed TBA)
  - Skate Park group

## May 2022:

- Quick Wins:
  - o Open and collaborative dialogue created with local non-profit champions
  - o "Share your Passion" program development
  - o Facility booking fee structure streamlining and process clarity development
  - Existing Community Spaces Inventory
- Initial meetings:
  - o Friends of Culture and Recreation
  - o Jasper Artists Guild
  - o JPCA
  - And others to come
- Follow Up meetings to further develop plan and partnerships

#### June 2022:

- Relationship Agreement drafts
  - o Habitat
  - o JCTS
  - Friends of Culture and Recreation
- Policy change drafts (as needed)
- Advocacy and operational positions developed in regards to "need to reside" in relation to artists in the community

## July/August 2022:

- Final Relationship Agreements, including release of financial contributions (as appropriate) according to terms as will be described in said agreements
- Final Policy changes

## **Strategic Relevance:**

- Governance and Social Equity Develop and nurture mutually beneficial relationships and partnerships at the local level to enhance community health and address issues and opportunities.
- Governance and Social Equity Improve communication and information sharing with the community.
- Organizational Health Review and evaluate committee and board roles, structures and responsibilities.

## Financial:

The costs to respond to these two motions are within the 2022 Operating Budget.

## **REQUEST FOR DECISION**

**Subject:** WYRWMA Governance and Administrative plan

**From:** Bill Given, Chief Administrative Officer

**Date:** April 12, 2022

## **Recommendation:**

That Committee recommend Council approve the Yellowhead Regional Waste Management Authority and the Management Agreements as presented.

#### **Alternatives:**

- That Committee direct administration bring back additional information with respect to the proposed agreements to a future committee meeting.
- That Committee recommend Council take a position that the existing Yellowhead Regional Waste Management Authority Agreement stay in place.

## **Background:**

The West Yellowhead Regional Waste Management Authority (the Authority) is a long-standing intermunicipal partnership. It operates a municipal solid waste disposal system on lands located west and adjacent to the Town of Hinton.

The Authority membership consists of Yellowhead County, Town of Hinton, Town of Edson and Municipality of Jasper, with two council appointees from each municipality forming the authority board. This board and its functions are established by an inter-municipal agreement (last updated in 2014 when Jasper was added to the authority).

On August 3, 2021 Jasper council Council provided support in principle for the Authority to transition to a commission. Since that time CAO's form the partner municipalities have reviewed the situation and recommended to the Authority board that the transition to a commission be paused so the more pressing issue of ongoing management support could be addressed.

Attached, are a revised Yellowhead Regional Waste Management Authority Agreement and the new Management Agreement. Both documents are being proposed to the partner councils at the same time, with the recommendation for approval. A copy of the current agreement from 2014 is attached for council information.

## **Discussion:**

Historically the Town of Hinton has provided the management support for the Authority and the Authority board. The scope and responsibilities of this support have previously been somewhat loosely defined. The Town has identified a desire to no longer act in this role and Yellowhead County has offered to take on the function – with an expectation that roles, responsibilities and a commitment from the partners be better defined.



The revised Authority agreement clearly outline the duties of each authority partner, how new partners are introduced into the authority, financial obligations and processes of the authority, the need for an administrative head for the authority, as well as the general operations of the authority. It should be noted that the MD of Greenview (Grande Cache area) is currently in the process of becoming a partner and will have to sign up to the current agreements but has been approved under the old process which will not require council approval.

The need for the administrative head for the authority is defined in the management agreement which outlines the duties, payment, termination, as well as dispute resolution processes involved with the position. As noted above, Yellowhead County is willing to serve as the new administrative head for the operations and finances of the Regional Waste Management Authority and perform the duties outlined in the management agreement. The agreement proposes May 1, 2022 as the start date to accommodate the current consultant who has given his notice for the end of April.

The initial year's total payment of \$100,000 for the administration of the authority is based on the current rate and will be reviewed after the first year to ensure it is an accurate reflection of the costs.

In discussions with the authority board, it has agreed to work with the proposed set of agreements in the interim, and they will review the need for a waste commission over the coming year. This will allow the authority a chance to review the efficiencies of working with the new management structure prior to finalizing the decision on a waste commission.

## **Strategic Relevance:**

#### **Environmental Responsibility**

- Pursue waste management initiatives including:
  - Waste reduction and diversion
  - Equity in waste management and water fees
  - Review of garbage, sewer, recycling and composting programs
- Continue engagement in regional waste management initiatives through the West Yellowhead Regional Waste Management Authority;

#### Attachments:

- Yellowhead Regional Waste Management Authority Agreement 2022
- Management Agreement 2022
- West Yellowhead Regional Waste Management Authority 2014

Agreement made this da	y of, 2022
Between:	

## YELLOWHEAD COUNTY

Of 2716 – 1<sup>st</sup> Avenue, Edson, AB T7E 1 N9 (Hereinafter referred to as "Yellowhead")

-and-

#### TOWN OF HINTON

Of 131 Civic Center Road, Hinton, AB T7V 2E5 (hereinafter referred to as "Hinton")

-and-

## TOWN OF EDSON

Of 605 - 50 Street, Edson, AB T7E 1T7 (hereinafter referred to as "Edson")

-and-

## MUNICIPALITY OF JASPER

Of Box 520, Jasper, AB T0E 1E) (hereinafter referred to as "Jasper")

WHEREAS Yellowhead, Hinton, Edson and Jasper (collectively, the "Municipalities") have entered into agreements to create the West Yellowhead Regional Waste Management Authority (the "Authority"), most recently reflected in an agreement between the Municipalities dated January 1, 2014 (the "2014 Agreement");

WHEREAS the Municipalities desire that the Authority continues to be responsible for managing and operating the disposal of regional solid waste through a landfill (the "Regional Landfill") located on lands legally described as

Part of NE 1/2 29-50-25-W5M; Part of SE 1/4 32-50-25-W5M; and Part of SW 1/4 33-50-25-W5M

(the "Landfill Site").

WHEREAS each of the Municipalities has authorized the making of an agreement with respect to the joint ownership, maintenance, operation and use of the Regional Landfill;

WHEREAS the Municipalities wish to set out the terms upon which the Authority will manage the Regional Landfill and other waste management services as described herein, and upon which they will manage, maintain and share responsibility for the Authority;

NOW THEREFORE, the Municipalities subject to the terms, covenants, and conditions contained herein agree to as follow:

## **General Conditions**

- 1. This Agreement shall replace and supersede the 2014 Agreement.
- 2. The Municipalities agree to the establishment and continuation of the West Yellowhead Regional Waste Management Authority for the purpose of jointly owning, managing, maintaining and operating the Regional Landfill and such other solid waste management activities as may be agreed upon from time to time by the Municipalities, on and subject to the terms set out herein.

## Representatives and Meetings of the Authority

- 3. Each Municipality shall appoint two (2) Council members as voting representatives and one administrative non-voting representative to the Authority (such individual members referred to in this section as "Board Members" and collectively as the "Board") to carry out the obligations of the Authority set out in this Agreement. Each Municipality may determine the length of appointment of its members to the Board, and may choose to appoint one or more Councillors to serve as alternate Board Members of that Municipality.
- 4. The Board Members shall elect annually from among the voting representatives, a Chairperson and a Vice-Chairperson, who will remain voting representatives of the Board. Meetings of the Board shall be held not less than twice per year for the Authority to review progress reports on the operation of the Regional Landfill.
- 5. The Board shall develop, establish, and maintain policy, rules and regulations for the calling of meetings governing its proceedings and generally for the transaction of business which shall include the following:
  - a. The Chairperson of the Board may call a non-regularly scheduled meeting on proper notice.
  - b. At least three (3) clear days' notice of a non-regularly scheduled meeting of the Board shall be given to each Board Member if given to the representative personally or by email to the email address each representative shall provide to the Chairperson, provided that any representative may waive notice.
  - c. Any five or more of the voting Board Members shall be a quorum at a meeting of the Board.
  - d. The Chairperson shall preside at meetings of the Board, and in the absence of the Chairperson the Vice-Chairperson shall preside, and in the absence of the Vice-Chairperson the meeting may elect a Chairperson.

- e. A resolution in writing signed by all the voting Board Members shall be of the same force and effect as if the same had been passed by the majority of the votes cast at a fully constituted meeting of the Board.
- f. A simple majority will be required in all votes at meetings of the Board, and a tie vote shall be defeated.

## **Operations of the Authority**

- 6. The Authority shall operate, maintain, control, and manage the Regional Landfill and may enter into agreements with other parties for the operation, maintenance, control, and management of the Regional Landfill or any portion thereof.
- 7. The Authority shall enter into an agreement with one of the Municipalities or a third party entity agreed to by the Authority (the "Administrator") to provide administrative services and to receive, disburse and account for the funds of the Authority, in a manner consistent with the principles set out herein. It is understood by the Municipalities that the operational and administrative responsibilities of the Municipalities set out herein will be performed by the Administrator, except as otherwise agreed or set out in the Authority's agreement with the Administrator. The Authority may vote to change or replace the Administrator in a manner consistent with this Agreement and the terms of any such agreement with the Administrator.
- 8. The Authority shall have the responsibility to set and establish fees and/or charges to individuals and/or companies for the acceptance of refuse at the Regional Landfill.
- 9. The Authority may enter into agreements with the Government of the Province of Alberta, the Government of Canada or any of their respective agencies and/or private industry for capital or operational assistance. Any grant funding or other assistance shall be allocated to the costs and expenses of the Authority when determining any operating deficits in accordance with this Agreement.
- 10. The Authority shall have specific authority on behalf of the Municipalities to apply for and obtain any necessary regulatory permits or approvals in connection with the Regional Landfill or other operations of the Authority.
- 11. The Authority shall have specific authority to receive and expend funds within the annual budget approved by the Municipalities.
- 12. The Authority shall develop and make recommendations to the Councils of each Municipality regarding future waste management systems that extend beyond the life of the Regional Landfill, and for other potential waste management services within the Municipalities, having regard to:
  - a. Vision of the Authority: The Authority is to be the leader in regional waste reduction through collaborative efforts to reduce, reuse, recycle, recover and the effective management of waste in the West Yellowhead Region.

- b. Mission: The purpose of the Authority is to manage waste on a regional basis through the promotion of environmental stewardship to reduce waste disposed at the Regional Landfill.
- c. Guiding Principles: (i) The Authority is a regional body that provides an overall environmental stewardship umbrella; (ii) The Authority recognizes the individual municipality's specific needs and uniqueness of their current operations; and (iii) The Authority promotes reduce, reuse, recycle, recover and effective waste management.

#### **Finances**

- 13. The Municipalities shall share the annual net operating deficit of the Regional Landfill and other costs incurred by the Authority according to the ratio of tonnes hauled and deposited from the Municipalities to the Regional Landfill for disposal. The ratio is based on the tonnes of waste hauled and deposited from each Municipality over the total amount of waste hauled and deposited to the Regional Landfill, which shall be continually tracked and updated annually.
- 14. The Municipalities agree that the annual net operating deficit shall, for purposes of this agreement be defined as the difference between all revenues from all sources and all expenditures related to the operation of the Landfill and any other operations of the Authority, in a calendar year. For clarity, this annual net operating deficit shared on the basis of the total ratio of tonnage for the Regional Landfill described in section 13, shall also include contributions to a capital reserve fund to be used for future upgrades to the Regional Landfill to meet operational needs and regulatory requirements, and to fund closure and post-closure requirements and liabilities. Such reserve funding shall form part of the budget presented by the Administrator and for which each Municipality shall be responsible for its proportionate share in accordance with section 13.
- 15. The Authority shall discharge all the financial obligations of the Authority according to a budget approved by each of the Municipalities.
- 16. The Authority shall keep accurate and current financial records of any and all transactions related to the operation of the Regional Landfill and such records shall be made available to the Municipalities on request within a reasonable period of time.
- 17. On or before the first day of December in any year of the agreement the Authority shall submit to the Municipalities an interim capital and operational budget for the following year in a manner and form acceptable to the Municipalities.
- 18. The Municipalities shall respond in writing to the Authority in regards to content of the interim budget in a timely fashion and such response shall not be unreasonably withheld or delayed. The response may either be an approval of the interim budget or a refusal to approve the interim budget with a specific statement of the reasons why the approval of the interim budget is being refused.
- 19. Interim budget approval by the Municipalities shall be deemed approval to the Authority to discharge any financial obligations resulting from previous and current year's legal or statutory

- obligations from the first day of January of any current year until final budget approval is received.
- 20. On or before the first day of May in each year of this agreement the Authority shall submit to the Municipalities the finalized capital and operation budget for the current year and an audited financial statement of the previous year in a manner and form acceptable to the Municipalities.
- 21. The audited financial statement shall contain details of each Municipality's liability related to the Authority based on the provisions of this Agreement.
- 22. The Municipalities shall respond in writing to the Authority on the final budget for the current year in a timely fashion and such response shall not be unreasonably withheld or delayed.
- 23. In the event that one (1) or more of the Municipalities withhold approval of the Authority's final budget the dispute resolution provisions set out in this Agreement shall apply.
- 24. Final budget approval by the Municipalities shall be the specific authority for the expenditure of funds by the Authority to operate the Regional Landfill on behalf of the Municipalities in the year in question.
- 25. The Parties recognize and agree that the Authority shall have specific authority to reallocate funds within the approval budget as may be required for operational reasons provided that the total amount approved in the budget is not exceeded in the current year.
- 26. Specific authority is given by the Municipalities to the Authority to deal with emergency situations requiring the expenditure of funds not contained or contemplated in the approved budget.
- 27. The Authority will invoice each municipality monthly. The Authority shall invoice annually where there is a net operating deficit.
- 28. In the event that funds are required for an emergency the Authority shall, as soon as practical provide written documentation to the Municipalities detailing the emergency situation and the amount required from each Municipality to address or remedy the emergency situation. Each Municipality shall pay the require amount to the Authority within a reasonable period of time.
- 29. Except in an emergency situation, the Authority shall seek prior written approval from the Municipalities for the expenditure of any funds not in the approved budget.
- 30. The Authority shall be at liberty to invest any excess funds in short term bank deposit receipts.
- 31. It is recognized and understood that preparation of financial records, budgets, invoicing and management of financial matters set out in this section on behalf of the Authority shall be the responsibility of the Administrator, unless otherwise agreed upon by the Municipalities.

## **Liability and Indemnity**

- 32. In addition to the direct operational costs of the Regional Landfill, the Municipalities agree that any other costs, damages, claims or losses of the Authority shall also be borne proportionately by the Municipalities on the basis of the ratio of the tonnes of waste hauled and deposited from each Municipality over the total amount of waste hauled and deposited to the Regional Landfill. Such liability shall include, without limitation:
  - a. Any costs or liabilities required by applicable laws or regulations to manage the Regional Landfill during operations, during closure, and post-closure of the Regional Landfill;
  - b. Any costs or liabilities incurred by Yellowhead or any other party acting as the Administrator or arising from actions undertaken in good faith by the Administrator in connection with its administration of the Authority;
  - c. Any costs or liabilities related to the Landfill Site (including the contamination or reclamation thereof), whether directly incurred or claimed against the Authority or Hinton as the registered owner of the Landfill Site.
- 33. Each Municipality hereby agrees to indemnify the other Municipalities to the extent of each Municipality's proportionate share of any and all obligations, costs (including reasonable legal costs), damages, claims and expenses of the Authority as further described in section 32 above, and such indemnity shall survive the termination of this Agreement for any reason.
- 34. The Municipalities agree that nothing in this Agreement is intended to relieve any Municipality from liability for its municipal waste hauled and deposited to the Regional Landfill for disposal.

#### Insurance

- 35. The Authority shall ensure that the Administrator maintains Commercial General Liability Insurance and Standard Form Automobile Liability Insurance in such amounts and on such terms as determined by the Board, provided that absent further agreement by the Municipalities:
  - a. The commercial general liability insurance policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
    - i. A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000;
    - ii. The addition of the Authority as an additional insured with respect to the operations of the Named Insured;
    - iii. The inclusion of a provision for cross liability and severability of interest in respect of the Named Insured;
    - iv. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);

- v. Products and completed operations coverage;
- vi. Broad Form Property Damage;
- vii. Contractual Liability;
- viii. Owners and Contractors Protective; and
- ix. Hostile fire:
- b. The Standard Form Automobile Liability Insurance shall comply with all requirements of the current legislation of the Province of Alberta, and have an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Administrator;
- c. Such policies of insurance shall provide 30 days prior notice of cancellation. To achieve the desired Automobile Liability and Commercial General Liability limits, umbrella or excess liability insurance may be used.
- 36. As the registered owner of the Landfill Site, Hinton will provide additional insurance that the Municipalities shall deem necessary to adequately keep and save harmless the Municipalities from any and all claims arising from the operation of the Regional Landfill. Premiums and deductible costs will be shared by the Parties as part of the annual operating expenses.
- 37. The Administrator shall be responsible for recommending such further or other types or amounts of insurance to the Municipalities from time to time.

## **Dispute Resolution**

- 38. The Municipalities agree that in the event of any dispute between the Municipalities under this Agreement, the Municipalities shall be entitled to receive copies of any and all documents, papers, contracts, correspondence, and all other material relevant to the dispute from the Administrator and the Municipality requesting the material shall bear the reasonable cost of providing the copies.
- 39. The Municipalities agree that the first step to resolve a dispute shall be to seek resolutions by negotiations between the Municipalities. Any dispute shall initially be referred to the Chief Administrative Officers of the Municipalities. Should a dispute not be resolved through discussion and negotiation between Chief Administrative Officers, the dispute may be referred for discussion between the elected Councils of each of the Municipalities, who agree to make reasonable efforts to discuss and consider such concerns.
- 40. The Municipalities agree any questions or differences whatsoever touching this Agreement that are not settled by negotiations between the Municipalities as set out above shall be referred to binding arbitration by serving notice on the Administrator and the Municipalities of its intention and outlining in sufficient detail the nature of the dispute and the remedy sought. Notice shall be deemed received within seven (7) clear days when sent by regular mail to the corporate office of the Municipalities and the mailing address of the Authority.

- 41. Such arbitration shall be heard by a single arbitrator to be agreed upon by the Municipalities hereto or failing agreement to be appointed pursuant to the provisions of the Alberta *Arbitration Act*. Such Arbitrator shall have all the powers conferred on arbitrators by the *Arbitration Act* or any statutory modification or reenactment thereof for the time being in force.
- 42. The decisions or awards of the appointed Arbitrator shall be final and binding on the Municipalities except on a point of law or jurisdiction which may be appealed to a Court having jurisdiction.

## Withdrawal and Addition of Members or Dissolution of the Authority

- 43. The Municipalities agree to continue this Agreement for the operational life of the Regional Landfill or until final reclamation and release is received from the applicable regulatory authority.
- 44. Any Municipality may request to withdraw from the Authority by serving at least one (1) year's written notice of its intention on or before the last day of December of any given year, to be effective following the last day of December in the year following.
- 45. There must be unanimous agreement between the Municipalities to allow any Municipality to withdraw, and such agreement shall not be subject to appeal or any dispute resolution process provided for in this Agreement.
- 46. Subject to the unanimous approval of the Councils of the Municipalities, the Authority may resolve to wind up its affairs whereupon the affairs of the Authority shall be wound up as expeditiously as possible. The assets and liabilities (including any future liabilities as set out below) of the Authority shall be divided amongst the Municipalities on a basis which reflects the relative total tonnage of waste deposited in the Regional Landfill from each of the Municipalities as described in section 13.
- 47. The Municipalities shall, prior to dissolution, negotiate a formal agreement, provide for the winding up of the Authority's affairs and the appointment of a custodian to manage the Regional Landfill until final reclamation and release of the Regional Landfill by the applicable regulatory authority(ies).
- 48. In the event of a dispute over the dissolution agreement or conditions contained therein, the Municipalities shall rely on the dispute resolution process contained in this Agreement.
- 49. Any Municipality which is permitted to withdraw as a member of the Authority shall have no interest in or claim against any assets of the Authority from and after the said effective date of the withdrawal.
- 50. The Municipalities may agree at any time to admit a new member of the Authority, on terms acceptable to the Authority. The Authority may, by majority vote, recommend to the Councils of the Municipalities the addition of a new member on certain terms and conditions. Admission of the new member shall require approval by the majority of the Councils of the existing Municipalities (for clarity, a tie vote on the admission of a new member would be defeated). Upon such approval, the Municipalities shall execute an amended Agreement consistent with

the terms and conditions approved by the majority of the Councils, provided that such agreement shall include:

- a. A requirement that the new member shall pay a rate in the first year of operations which is \$4.00 above the applicable municipal rate at the time of admission; and
- b. A requirement that the new member make a contribution to the existing capital reserves of the Authority, in an amount as determined and recommended by the Board.

Should the parties not reach such an agreement, they shall have recourse to the dispute resolution process set out in this Agreement.

## **Severance and Amendment**

- 51. The Municipalities agree that if any provision of this Agreement shall be prohibited by or judged by a Court to be unlawful, void, or unenforceable such provision shall to the extent required be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.
- 52. This Agreement constitutes the entire agreement between the Municipalities hereto with respect to the subject matter herein contained.
- 53. This Agreement shall inure to the benefit of and be binding upon the Municipalities their successors and approved assigns
- 54. This Agreement may be amended at any time by mutual written agreement of all the Municipalities.

IN WITNESS WHEREOF the parties hereto affix their hands and seal on the day first above written.

YELLOWHEAD COUNTY	TOWN OF HINTON
Per:(corporate seal)	Per:(corporate seal)
Per:	Per:
TOWN OF EDSON	MUNICIPALITY OF JASPER
Per:(corporate seal)	Per:(corporate seal)
Per:	Per:

## MANAGEMENT AGREEMENT

THIS AGREEMENT made this _	day of	, 20
BETWEEN:		

# TOWN OF HINTON, TOWN OF EDSON, YELLOWHEAD COUNTY AND MUNICIPALITY OF JASPER

(collectively, the "Authority")

OF THE FIRST PART

#### YELLOWHEAD COUNTY

(the "Manager")

OF THE SECOND PART

WHEREAS the Town of Hinton, the Town of Edson, Yellowhead County and the Municipality of Jasper have entered into an agreement to create the West Yellowhead Regional Waste Management Authority;

WHEREAS the Authority is responsible for the management of a regional landfill located at in the Town of Hinton as hereinafter described; and

WHEREAS the Authority desires to have the Landfill and the operation and administration of the Authority managed by the Manager and desires to appoint the Manager for those purposes subject to the terms and conditions of this Agreement; and

WHEREAS the Manager has agreed to provide management and administration services for the Landfill and for the Authority's operations and has agreed to accept an appointment as Manager of the Landfill in accordance with the terms and conditions of this Agreement; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and covenants herein contained the parties hereto agree with each other as follows:

## 1. ARTICLE 1: Definitions

- 1.1 Capitalized words used in this Agreement shall have the meaning set forth below, unless the context otherwise requires:
  - (a) "Agreement" means this Agreement, and includes any schedules thereto;
  - (b) "Authority" means the West Yellowhead Regional Waste Management Authority of which the Town of Hinton, the Town of Edson, Yellowhead County and the Municipality of Jasper are members by agreement;

- (c) "Authority Agreement" means the Agreement for the formation and operation of the West Yellowhead Regional Waste Management Authority, and includes any addenda and amendments thereto;
- (d) "Board" means the elected representatives of each Participating Municipality as described in the Authority Agreement;
- (e) "Landfill" means the Lands and any improvements thereon presently existing or as added in the future;
- (f) "Lands" means those lands legally described as Part of NE 1/2 29-50-25-W5M; Part of SE 1/4 32-50-25-W5M; and Part of SW 1/4 33-50-25-W5M;
- (g) "Manager" means Yellowhead County;
- (h) "Participating Municipality" means any of the Town of Hinton, the Town of Edson, Yellowhead County or the Municipality of Jasper as the context requires; and Participating Municipalities means all of the Town of Hinton, the Town of Edson, Yellowhead County and the Municipality of Jasper.

## 2. ARTICLE 2: <u>Interpretation</u>

- 2.1 The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect or be considered in the construction or interpretation of this Agreement.
- 2.2 Wherever the singular, masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, feminine, body corporate or body politic where the fact or context so requires.
- 2.3 This Agreement shall be construed, governed and interpreted in accordance with the laws of the Province of Alberta.

## 3. ARTICLE 3: Retainer of Manager

- 3.1 The Authority hereby retains the Manager to be its representative and manager of the Landfill and to provide all necessary management and administrative services, including all aspects of financial administration, for the Landfill and for the Authority's operations as further described in Schedule "A".
- 3.2 The Manager hereby agrees to manage the Landfill on behalf of the Authority in a faithful, diligent and proper manner and agrees that at all times the Manager shall act in the best interests of the Authority. The Manager further agrees that it shall be subject to the overall control and instructions of the Board and shall forthwith implement the specific instructions of the Board.

- 3.3 The Manager is hereby authorized to act on behalf of the Authority and to enter into such agreements in the name of the Authority as may be necessary in the performance of the Manager's duties hereunder.
- 3.4 The duties of the Manager shall not include the duties of the Board, except as specifically provided for under this Agreement.
- 3.5 In discharging its responsibilities under this Agreement, the Manager shall not make any expenditure nor incur any non-recurring obligation, unless such expenditure or obligation is provided for in the current budget for the Authority; provided that the Manager may, on behalf of the Authority, without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which involve a danger to, or threaten the safety of, the Landfill, or threaten the suspension of any services provided by the Authority, or which threaten the safety of any person.

## 4. ARTICLE 4: Term of Agreement

4.1 The term of this Agreement shall be for five (5) years, commencing on **May 1, 2022** and ending on April 30, 2027, unless terminated earlier in accordance with the terms contained herein. Upon mutual consent, the contract can be extended for a further period of five (5) years ending April 30, 2032.

## 5. ARTICLE 5: Termination

- 5.1 The Authority may terminate this Agreement for any reason upon giving twelve (12) months' written notice to the Manager, provided that such termination shall have been authorized by ordinary resolution of the Board and a certified copy of such resolution shall be provided to the Manager with the written notice.
- 5.2 The Manager may terminate this Agreement for any reason upon giving twelve (12) months' written notice to the Authority of such termination.
- 5.3 Termination of this Agreement shall in no way relieve the Manager from any of its obligations pursuant to this Agreement accruing or arising prior to termination. The Manager agrees to provide reasonable assistance in transitioning information to a new manager or other party responsible for the Landfill and/or the Authority following termination of this Agreement.
- 5.4 The provisions of this Agreement which, by their context, are intended to survive the expiry or termination of this Agreement (including without limitation with respect to the indemnities set out herein), shall so survive the expiry or termination of this Agreement.
- 5.5 Upon termination of this Agreement, the Manager shall, within a reasonable time after termination (such time not to exceed 90 days), render a final accounting to the Authority and pay over any funds in the Manager's possession or control which are being held to the credit of the Authority, less any amount necessary to satisfy commitments made by the Manager to others pursuant to this Agreement or pursuant to the direction of the Authority that were made prior to the date of termination.

- 5.6 Upon termination of this Agreement the Manager shall deliver to the Authority all contracts, records, files and other documents or information which are relevant to the operation of the Landfill or the operations of the Authority, and the Authority shall provide access to the Manager at all reasonable times, upon reasonable notice, to any such contracts, records, files and other documents or information subsequent to termination of this Agreement.
- 5.7 Upon termination of this Agreement the Authority shall assume the obligations of any and all contracts which the Manager has made pursuant to this Agreement or at the direction of the Authority.

## 6. ARTICLE 6: Payment

- 6.1 The Authority shall pay to the Manager as compensation for the services rendered by the Manager in accordance with this Agreement, the sum of \$100,000 per annum (exclusive of GST) during each year of the term of the Agreement.
- 6.2 Notwithstanding the foregoing, the Authority and the Manager agree to review in good faith such annual payment prior to the end of the first year of the term, and to consider adjustments to such compensation for the remaining term of the Agreement.
- 6.3 The compensation to be paid to the Manager shall be incorporated in the annual budget of the Authority and shall be paid in quarterly installments to the Manager during each year of the term of the Agreement.
- 6.4 In the event the Agreement is terminated part way through any year of the Term, the compensation to be paid to the Manager shall be paid on a pro rata basis up to the date of such termination.

## 7. ARTICLE 7: <u>Dispute Resolution</u>

- 7.1 The parties shall first attempt to resolve any dispute relating to this Agreement by good faith negotiations. If, after 20 days, it becomes apparent to either party that the dispute will not be resolved by such negotiations, then either party may request that the dispute be submitted to final and binding arbitration.
- 7.2 If the dispute is submitted to arbitration pursuant to this Agreement, the following shall apply:
  - (a) Within 15 days of arbitration notification under this Agreement, the parties shall attempt to agree on a single arbitrator to hear and resolve the dispute;
  - (b) If the parties cannot agree on a single arbitrator within the 15 days, either party may apply, upon notice to the other, to a Justice of the Court of Queen's Bench of Alberta, who shall have jurisdiction to nominate such arbitrator;

- (c) The arbitrator appointed will proceed to immediately hear and resolve the dispute having regard to all the provisions of this Agreement, and the arbitrator's decision shall be final and binding upon the parties.
- (d) The cost of the arbitration, including any court applications, shall be borne equally between the parties to the arbitration unless the arbitrator shall otherwise decide.
- (e) Except as to matters otherwise provided herein, the provisions of the <u>Arbitration Act</u> (Alberta), or any successor statute, shall apply.

## 8. ARTICLE 8: <u>Indemnities and Insurance</u>

## Indemnification for Injury to Persons or Property

8.1 The Authority shall indemnify and save harmless the Manager, its officers, directors, servants, agents, employees or workmen, from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and his own client basis), expenses and liability due to or arising out of damage or injury to any persons or property in any way connected with the Landfill, and the Authority shall defend at the expense of the Authority all suits due to or arising out of damage or injury to any persons or property in any way connected with the Landfill which may be brought against the Manager, its officers, directors, servants, agents, employees or workmen, except that there shall be no indemnity and no defense provided in the case of any gross negligence or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

## Indemnification for Management of Landfill

8.2 The Authority shall indemnify and save harmless the Manager, its officers, directors, servants, agents, employees or workmen, from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and his own client basis), expenses and liability as a result of any act done, or any failure to do any act in carrying out the management of the Landfill or in performing specific instructions given by the Authority, and the Authority shall defend at the expense of the Authority all suits as a result of any act done, or any failure to do any act in carrying out the management of the Landfill or in performing specific instructions given by the Authority which may be brought against the Manager, its officers, directors, servants, agents, employees or workmen, except that there shall be no indemnity and no defense of any suit in the case of any gross negligence or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

## Liability of Manager

8.3 Nothing contained in this Agreement shall release the Manager from any liability to the Authority in respect of a breach of any of the Manager's covenants, warranties, promises

or representations contained in this Agreement, or in the case of any gross negligence, or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

## Indemnification of Authority by Manager

8.4 In the case of a breach of any of the Manager's covenants, warranties, promises or representations contained in this Agreement, or in the case of any gross negligence or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen, the Manager hereby agrees to indemnify and save harmless the Authority and the other Participating Municipalities from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and his own client basis), expenses and liability, and to defend any suit arising out of any such breach, or arising out of any negligence or wrongful act or wrongful omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

## Insurance

- 8.5 Without in any way limiting the liability of the Manager under this Agreement, the Manager shall obtain and maintain Commercial General Liability Insurance underwritten by an insurer licensed to conduct business in the Province of Alberta. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
  - (a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000:
  - (b) The addition of the Authority as an additional insured with respect to the operations of the Named Insured;
  - (c) The inclusion of a provision for cross liability and severability of interest in respect of the Named Insured;
  - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);
  - (e) Products and completed operations coverage;
  - (f) Broad Form Property Damage;
  - (g) Contractual Liability;
  - (h) Owners and Contractors Protective; and
  - (i) Hostile fire.

The Manager shall also obtain and maintain Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Alberta, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Manager.

Such policies of insurance shall provide 30 days prior notice of cancellation. To achieve the desired Automobile Liability and Commercial General Liability limits, umbrella or excess liability insurance may be used.

## 9. ARTICLE 9: Access to Records and Confidentiality

- 9.1 Books, securities, letters and other things belonging to or concerning the Authority and the Landfill, may be kept at the municipal offices of the Manager, but shall be accessible by members of the Board upon request.
- 9.2 All information on the development, management or operation of the Landfill and the Authority, whether financial or otherwise, shall be held in confidence by the Manager and shall not be used or disclosed by the Manager except in the performance of its duties hereunder or as directed or instructed by the Authority, or as required by law.

## 10. ARTICLE 10: Warranties and Representations of the Manager

- 10.1 The Manager warrants and represents to the Authority and acknowledges that the Authority is relying upon such warranties and representations in entering into this Agreement, namely that:
  - (a) it has sufficient skill, knowledge and resources, including qualified and competent personnel, and that all necessary agreements and other arrangements are in place, including all necessary resolutions or approvals from the municipal Council of the Manager to execute and enter into this Agreement; and in order to perform and provide the services and duties in accordance with the provisions of this Agreement; and
  - (b) it has made such investigations and assessments in entering into this Agreement as it deems appropriate and is aware of the necessity of utilizing appropriately qualified personnel to provide the services and duties herein;

## 11. ARTICLE 11: General Provisions

- 11.1 All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.
- 11.2 The Authority and the Manager acknowledge and agree that there are no covenants, representations, warranties, promises, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Manager and the Authority.
- 11.3 Any condoning, excusing or overlooking by either party to this Agreement of any default, breach or non-observance by the other party at any time or times in respect of any covenant, representation, warranty, promise, agreement, condition or proviso herein contained shall not operate as a waiver of such party's rights hereunder in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of such party hereunder in respect of any subsequent default, breach or non-observance.

- 11.4 The parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 11.5 This Agreement may be altered or amended when any such changes are reduced to writing and signed by the parties hereto but not otherwise.
- 11.6 This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.
- 11.7 This Agreement in every term, covenant, and condition herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 11.8 Any notice, direction or instrument required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally by delivering same to the Chairman of the Board or delivering the same to the Municipal Office of the Manager or may be given by registered mail, postage prepaid, addressed as follows:

TO:	The Authority c/o Authority Chairman				
	AT:				
TO:	The Manager				
	AT:				

and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the second day following the day on which it was mailed, provided however that in the event of an interruption of normal mail service by strike or lockout or other similar event, the notice shall not be deemed to have been received until the seventh day following restoration of normal mail service. Any party may change its address for service by notice given in the manner aforesaid.

**IN WITNESS WHEREOF** the parties hereto have affixed their respective corporate seals under the hands of their proper officers to give effect to this Agreement the date first above written notwithstanding the actual date or dates of execution.

YELLOWHEAD COUNTY	TOWN OF HINTON
Per:	
(corporate seal)	(corporate seal)
Per:	Per:
TOWN OF EDSON	MUNICIPALITY OF JASPER
Per:	Per:
(corporate seal)	(corporate seal)
Per:	Per:
	YELLOWHEAD COUNTY (MANAGER)
	Per:
	(corporate seal)
	Per:

#### **SCHEDULE "A"**

The Manager agrees to perform management and administrative services in the name of and on behalf of the Authority, which will include the following general types of services:

## 1. Leadership/Management

OVERALL—Manage and direct all the affairs of the Authority in accordance with intermunicipal partnership agreement and the policy and strategic directions of the Authority Board.

- --Orient and support the Authority Board in its mission and decision-making.
- --Facilitate the development of the Authority's strategic plan with outcomes; and develop a business plan, budget and outcome measures to implement this strategic plan. Report regularly on the performance of the authority against it's strategic, environmental, financial, and operational outcomes.
- --Develop, recommend and implement policies and programs to advance the mission and strategies of the authority board. Ensure all the policies and programs of the Authority are implemented well.
- --Prepare and administer overall operating and capital budgets of authority. Communicate proposed rates and fees to customers and municipal partners.
- --Be accountable for managing the overall operations of the regional solid waste system and submit regular reports and recommendations to the Board. Annually, prepare a performance report to the board and its stakeholders.
- --Present the authority decisions to municipal stakeholders, provincial government or others for advancement.

## QUALIFICATIONS/COMPETENCIES:

- A strong working knowledge of solid waste management and working/reporting to a board.
- Strong interpersonal skills, along with the ability to build strong relations with elected officials on the authority board, senior municipal officials and other stakeholders ##
- A highly effective communicator with a strong ability to listen and present information, advice and decisions to others. ##
- Encourage and promote collaboration when dealing with a political board, municipal partners, contractors, provincial regulators, and the public under all types of conditions.##
- Strategic and pragmatic decision maker, able to recognise changing priorities and approaches and show common sense and sound judgement abilities within the overall mission, vision and values of the authority working with the municipal stakeholders.##
- Possess a high degree of personal initiative with good planning and organizational skills as well as professionalism##
- Maintain a high degree of confidentiality, trustworthiness, and integrity

## 2. Landfill Operations

OVERALL--Oversee and manage all aspects of the regional landfill operation of the West Yellowhead Regional Landfill Authority.

- Operate and plan activities for the West Yellowhead Regional Landfill as per Alberta license requirements, including submitting reporting.
- Prepare and manage within annual landfill operating and capital budget.
- Selects and oversees contracts.
- Address customer complaints and requests for decisions including whether to accept delivery of special waste.
- Oversee site operation to maximize landfill life, increase recycling/waste diversion and optimize financial returns.
- Develop due diligence, closure and post closure plans and conduct environmental audits.
- Provide regular status reports to the Authority and its members on landfill operations and financial performance.
- Coordinate with TAG (Technical Advisory Group) to ensure effective operation, coordination and receipt of solid waste from each municipal partner.

## QUALIFICATIONS/COMPETENCIES:

- Possess Class 2 Landfill operation certification.
- Contract management and budgeting skills.
- All ## qualifications/competencies at an intermediate level.
- Maintain a high degree of confidentiality, trustworthiness, and integrity

## 3. Regional Waste Reduction and Diversion Program Operations

(Currently suspended with no new initiatives being pursued).

## QUALIFICATIONS/COMPETENCIES:

- A strong working knowledge of solid waste reduction and diversion programming including measuring for success.
- Collaboration skills, contract management and budgeting skills.
- All ## qualifications/competencies at an intermediate level.
- Maintain a high degree of confidentiality, trustworthiness, and integrity

#### 4. Administration and Finance

- --Coordinate customer communication regarding hours of operation, rates for various waste
- --Maintain statistics of all classes of solid waste received, landfilled or diverted by municipality for assessing organizational performance, regulator reporting and cost-distribution.
- --Schedule meetings, record minutes and liaise with WYRWMA Board.

- --Undertake all bookkeeping for WYRWMA, includes invoicing all customers and municipal partners, processing payments, managing investments and preparing budget status reports.
- --Provide draft financial statements to auditor for review and finalization.

## QUALIFICATIONS/COMPETENCIES:

- Agenda building and Minute taking in person and via ZOOM.
- Able to integrate complex data into meaningful information using spreadsheets.
- Book keeping and accounting skills.
- Be service and results focused.
- Maintain a high degree of confidentiality, trustworthiness, and integrity

## MEMORANDUM OF AGREEMENT MADE THIS 1st DAY OF JANUARY, A.D. 2014

**BETWEEN:** Yellowhead County

2716 – 1<sup>st</sup> Avenue Edson, AB T7E 1N9

(Hereinafter referred to as "Yellowhead")

OF THE FIRST PART

AND

The Town of Hinton 813 Switzer Drive Hinton, AB T7V 1V1

(Hereinafter referred to as "Hinton")

OF THE SECOND PART

AND

The Town of Edson

Box 6300

Edson, AB T7E 1T7

(Hereinafter referred to as "Edson")

OF THE THIRD PART

AND

Municipality of Jasper

Box 520

Jasper, AB TOE 1E0

(Hereinafter referred to as "Jasper")

OF THE FORTH PART

WHEREAS the West Yellowhead Regional Waste Management Authority operates a municipal solid waste disposal System on lands legally described as part of NE ½ 29-50-25-W5M, part of SE ¼ 32-50-25-W5M, and part of SW ¼ 33-50-25-W5M (hereinafter referred to as the "System").

WHEREAS on January 1<sup>st</sup> 2002 the Parties expanded the membership of the Hinton Regional Waste Management Authority to include Yellowhead, Hinton and Edson and to be known as the West Yellowhead Regional Waste Management Authority (hereinafter referred to as "the Authority").

WHEREAS the Parties wish to expand the membership of the West Yellowhead Regional Waste Management Authority effective January 1<sup>st</sup> 2014 to include Yellowhead, Hinton, Edson and Jasper

WHEREAS the Parties wish to share joint ownership, management, and liability for the municipal solid waste management system.

WHEREAS the Parties feel it is in their best interest to avoid construction of new landfills and to maximize the use of existing landfills.

WHEREAS an Authority will be beneficial to meet the Municipal waste disposal needs of the four parties in the short term but also beyond the life of the current regional landfill to meet the needs for the future.

NOW THEREFORE, the Parties subject to the terms, covenants, and conditions contained herein agree to as follows:

#### 1. GENERAL CONDITIONS

- 1.1 The Parties agree to joint ownership, management, and liability for the System for the benefit of each Party located on lands legally described as a part of NE ½ 29-50-25-W5M, part of SE ¼ 32-50-25-W5M, and part of SW ¼ 33-50-25-W5M.
- 1.2 Each of the Parties has appointed two (2) members from its Municipal Council to be members of a joint committee to be known as the Authority.

- 1.3 The Parties agree that the Authority shall include all lands within the corporate boundaries of Yellowhead, Hinton, Edson and Jasper.
- 1.4 The composition of the Authority shall be two (2) members appointed by Hinton, two (2) members appointed by Edson, two (2) members appointed by Jasper.

#### 2. VISION, MISSION AND GUIDING PRINCIPLES

- 2.1 Vision (15-20 year goal) The Authority is to be the leader in regional waste reduction through collaborative efforts to reduce, reuse, recycle, recover and the effective management of waste in the West Yellowhead Region.
- 2.2 Mission The purpose of the Authority is to manage waste on a regional basis through the promotion of environmental stewardship to reduce waste disposed at the West Yellowhead Regional Landfill.
- 2.3 Guiding Principles:
  - 2.3.1 The Authority is a regional body that provides an overall environmental stewardship umbrella.
  - 2.3.2 The Authority recognizes the individual municipality's specific needs and uniqueness of their current operations.
  - 2.3.3 The Authority promotes reduce, reuse, recycle, recover and effective waste management.

#### 3. JASPER TRANSITIONAL PERIOD FEES

- 3.1 Jasper shall, upon execution of this agreement, provide to the Authority the sum of two hundred and forty four thousand dollars (\$244,000.00).
- 3.2 The monies paid to the Authority by Jasper shall be kept by the Authority in a capital reserve fund to be used for future System upgrades to meet regulatory requirements, closure and post closure requirements of the System.
- 3.3 Subject to payment of any membership fee contemplated by this agreement, each Party shall have the equal right to haul and deposit its municipal solid waste to the System for disposal except as may be restricted by operational or regulatory requirements.
- For any municipal waste produced by Jasper from within its corporate boundary Jasper shall pay the current external customer per tonnage rate per tonne of deposited waste, to the West Yellowhead Regional Waste Management Authority for waste disposal from January 1<sup>st</sup>, 2014 December 31, 2014 (assuming Jasper joins the Authority on Jan 1, 2014). For clarity, this agreement applies to waste generated and collected from within the Municipal boundaries of Jasper and not to waste generated or accepted outside of the boundary.
- 3.5 For any municipal waste produced by Jasper they shall pay to the Authority the per tonne rate paid by the West Yellowhead Regional Waste Management Authority members plus a surcharge of four dollars (\$4.00) per tonne for disposal of municipal solid waste during the remainder of the transitional period from January 1st, 2015 December 31st 2015.
- 3.6 Jasper shall not be entitled to rebates for the initial two year period from effective date.

#### 4. LIABILITY

- 4.1 For purposes of this agreement, obligation shall be defined as anything or act required by the regulatory authority to be done to manage the System during operations, closure, and post closure of the System.
- 4.2 The Parties agree that the Parties' liability for obligations regarding the System shall begin from the date of commissioning of the System until the regulator authority issues final reclamation approval and such liability shall survive termination of this agreement.
- 4.3 The Parties, in accordance with the volume of tonnes of municipal solid waste hauled and deposited to the System for disposal by each Party relative to the total tonnage of solid waste hauled and deposited by all Parties, shall share costs associated with the management and resolution of liability arising from operation of the system. The tonnage attributed to each Party up to the effective date of Jasper joining the Authority, shall be confirmed in writing upon execution of this agreement.

# 5. WEST YELLOWHEAD REGIONAL WASTE MANAGEMENT AUTHORITY MEMBERSHIP (WYRWMA)

- 5.1 Each Party shall appoint two (2) members to the Authority and such appointments shall have effect January 1, 2002 for Yellowhead, Edson and Hinton and shall have effect January 1<sup>st</sup>, 2014 for Jasper.
- 5.2 Appointed members to the Authority shall be sitting elected councillors of Hinton, Edson, Yellowhead and Jasper.
- 5.3 Each Party may determine the length of appointment of its members to the Authority.
- 5.4 Each Party shall assign a staff member to act in an advisory capacity to the Authority.
- 5.5 Effective January 1, 2014, each Party shall be entitled to utilize the System for disposal of its municipal solid waste and each shall pay the same per tonne rate for that disposal, such rates to be established by the Authority. With the exception of the agreed to terms of Jasper joining the Authority as per section 3 (Jasper Transitional Period Fees), above.

#### 6. DELEGATION OF DUTIES

- 6.1 The Authority shall develop, establish, and maintain policy rules and regulations for the conducting of the business of the Authority.
- 6.2 The Authority shall have specific authority on behalf of the Parties to enter into agreements with outside Parties for any operational requirements of the System subject to the limitations for decision making established in this Agreement.
- 6.3 The Authority shall have specific authority on behalf of the Parties to enter into an agreement with any of the Parties to provide administrative and accounting services to the Authority.
- 6.4 The Authority shall have specific authority on behalf of the Parties to enter into agreements with the System users subject to the limitations established for decision making in this Agreement.
- The Authority shall have specific authority on behalf of the Parties to enter into agreements with the Federal and Provincial Government or any other grant making agency.

- 6.6 The Authority shall have specific authority on behalf of the Parties to apply for and obtain any necessary regulatory permits or approvals.
- 6.7 The Authority shall have specific authority to receive and expend funds within the annual budget approved by the Parties.
- 6.8 The Authority shall develop and make recommendations to the Council(s) regarding the future waste management systems that extend beyond the life of the existing System.

# 7. VOTING STRUCTURE OF THE WEST YELLOWHEAD REGIONAL WASTE MANAGEMENT AUTHORITY (WYRWMA)

- 7.1 The Parties agree that decisions on matters delegated to the Authority shall be decided by a majority vote.
- 7.2 A tie vote shall be defeated.
- 7.3 The calculation of any weighted vote decisions taken by the Authority effective January 1, 2014 shall be as follows:

Two (2) members Hinton	at 12.50% each 25.0%
Two (2) members Edson	at 12.50%each 25.0%
Two (2) members Yellowhead	at 12.50% each 25.0%
Two (2) members Jasper	at 12.50% each 25.0%
Two (2) members Yellowhead	at 12.50% each 25.0%

Total 100.0%

#### 8. FINANCIAL

- 8.1 The Parties shall share the annual net operating deficit of the System according to the ratio of tonnes hauled and deposited by the Parties to the System for disposal. The ratio is based on the tonnes of waste hauled and deposited by the parties over the total amount of waste hauled and deposited to the system.
- 8.2 The Parties agree that the annual net operating deficit shall, for purposes of this agreement, be defined as the difference between all revenues from all sources and all expenditures related to the operation of the System, in a calendar year.
- 8.3 The Authority shall discharge all the financial obligations of the Authority according to a budget approved by each of the Parties.
- 8.4 The Authority shall keep accurate and current financial records of any and all transactions related to the operation of the System and such records shall be made available to the Parties on request within a reasonable period of time.
- 8.5 On or before the first day of December in any year of the agreement the Authority shall submit to the Parties an interim capital and operational budget for the following year in a manner and form acceptable to the Parties.
- 8.6 The Parties shall respond in writing to the Authority in regards to content of the interim budget in a timely fashion and such response shall not be unreasonably withheld or delayed. The response may either be an approval of the interim budget or a refusal to approve the interim budget with a specific statement of the reasons why the approval of the interim budget is being refused.

- 8.7 Interim budget approval by the Parties shall be deemed approval to the Authority to discharge any financial obligations resulting from previous and current year's legal or statutory obligations from the first day of January of any current year until final budget approval is received.
- 8.8 On or before the first day of May in each year of this agreement the Authority shall submit to the Parties the finalized capital and operation budget for the current year and an audited financial statement of the previous year in a manner and form acceptable to the Parties.
- 8.9 The audited financial statement shall contain details of each Party's liability related to the System based on the provisions of this agreement.
- 8.10 The Parties shall respond in writing to the Authority on the final budget for the current year in a timely fashion and such response shall not be unreasonably withheld or delayed.
- 8.11 In the event that one (1) or more of the Parties withhold approval of the Authority's final budget the dispute resolution section shall apply.
- 8.12 Final budget approval by the Parties shall be the specific authority for the expenditure of funds by the Authority to operate the System on behalf of the Parties in the year in question.
- 8.13 The Parties recognize and agree that the Authority shall have specific authority to reallocate funds within the approval budget as may be required for operational reasons provided that the total amount approved in the budget is not exceeded in the current year.
- 8.14 Specific authority is given by the Parties to the Authority to deal with emergency situations requiring the expenditure of funds not contained or contemplated in the approved budget.
- 8.15 The Authority will invoice each municipality monthly. The Authority shall invoice annually where there is a net operating deficit.
- 8.16 The Authority shall not be responsible for any additional costs incurred by Yellowhead, Edson, Hinton or Jasper for waste disposal in the event of picketing, strike, or other labour dispute disrupting access to the System.
- 8.17 The Parties shall make all reasonable efforts to divert wet waste away from the System.
- 8.18 In the event that funds are required for an emergency the Authority shall, as soon as practical provide written documentation to the Parties detailing the emergency situation and the amount required from each Party to address or remedy the emergency situation. Each Party shall pay the require amount to the Authority within a reasonable period of time.
- 8.19 Except in an emergency situation, the Authority shall seek prior written approval from the Parties for the expenditure of any funds not in the approved budget.

#### 9. AUTHORITY OPERATION

- 9.1. Save as herein provided, the business of the Authority shall be conducted at meetings of members of the Authority.
- 9.2. The Chairperson of the Authority may call a non-regularly scheduled meeting on proper notice.
- 9.3. At least three (3) clear days notice of a non-regularly scheduled meeting of the Authority shall be given to each member of the Authority if given to the member personally and if sent by ordinary mail addressed to the member at his address shown on the records of the Authority

- and to the municipalities at least seven (7) clear days notice shall be given, provided that any member may waive notice.
- 9.4. Any five or more of the voting members of the Authority shall be a quorum at a meeting of the Authority.
- 9.5. The Authority shall appoint a Chairman, and a Vice-Chairman to hold office at the pleasure of the Authority.
- 9.6. The Chairman shall preside at meetings of the Authority and in the absence of the Chairman, the Vice-Chairman and in the absence of the Vice-Chairman the meeting may elect a Chairman.
- 9.7. A resolution in writing signed by all the members of the Authority shall be of the same force and effect as if the same had been passed by the majority of the votes cast at a fully constituted meeting of the Authority.
- 9.8. The Authority shall be at liberty to invest any excess funds in short term bank deposit receipts.

## 10. INSURANCE

- 10.1. The Authority shall ensure that the Operating Contractor maintains motor vehicle liability insurance and comprehensive general liability insurance in the following minimums:
  - 10.1.3. Five million dollars for loss or damage from bodily injury to or death of any one (1) person.
  - 10.1.4. Ten million dollars for property damage for each occurrence.
- 10.2. As the landowner the Town of Hinton will provide additional insurance that the Parties shall deem necessary to adequately keep and save harmless the Parties from any and all claims arising from the operation of the Authority. Premiums and deductable costs will be shared by the Parties as part of the annual operating expenses.

#### 11. INDEMNITY

Each Party agrees to indemnify each other as members of the Authority for all obligations, costs, damages, and expenses including reasonable legal costs which are properly or reasonably incurred by the Authority.

#### 12. DISPUTE RESOLUTION

- 12.1. The Parties agree that in the event of any dispute between the Parties under this agreement, the Parties shall be entitled to receive copies of any and all documents, papers, contracts, correspondence, and all other material relevant to the dispute from the Authority and the Party requesting the material shall bear the reasonable cost of providing the copies.
- 12.2. The Parties agree that the first step to resolve a dispute shall be to seek resolutions by negotiations between the Parties.
- 12.3. The Parties may jointly or severally seek formal remedy to resolve a dispute by serving notice on the Authority and any remaining Parties of its intention and outlining in sufficient detail the nature of the dispute and the remedy sought.
- 12.4. Notice shall be deemed received within seven (7) clear days when sent by regular mail to the corporate office of the Parties and the mailing address of the Authority.

- 12.5. The Parties agree any questions or differences whatsoever touching this agreement that are not settled by negotiations between the Parties shall be referred to a single arbitrator to be agreed upon by the Parties hereto or failing agreement to be appointed pursuant to the provisions of the ARBITRATION ACT OF ALBERTA. Such Arbitrator shall have all the powers conferred on arbitrators by the Arbitration Act or any statutory modification or reenactment thereof for the time being in force.
- 12.6. The decisions or awards of the appointed Arbitrator shall be final and binding on the Parties except on a point of law or jurisdiction which may be appealed to a Court having jurisdiction.

## 13. AMENDMENTS

This agreement may be amended at any time by mutual written agreement of all the Parties.

#### 14. WITHDRAWAL/DISSOLUTION

- 14.1. The Parties agree to continue this agreement for the operational life of the System or until final reclamation and release is received from the regulatory Authority.
- 14.2. The Parties agree that nothing in this agreement is intended to relieve any Party from liability for its municipal waste hauled and deposited to the System for disposal.
- 14.3. Any Party may request to withdraw from the Authority by serving a one (1) year notice of its intention on the last day of December of any given year.
- 14.4. There must be unanimous agreement between the Parties to allow any Party to withdraw and such agreement shall not be subject to appeal or any dispute resolution mechanism provided for in this agreement.
- 14.5. Subject to the unanimous approval of the Councils of the Parties, the Authority may resolve to wind up its affairs whereupon the affairs of the Authority shall be wound up as expeditiously as possible. The assets and liabilities of the Authority shall be divided amongst the Parties on a basis which reflects the relative total tonnage of waste deposited in the System by each of the municipalities in the last year of operation.
- 14.6. The Parties shall, prior to dissolution, negotiate a formal agreement, provide for the winding up of the Authority's affairs and the appointment of a custodian to manage the System until final reclamation and release of the System by the regulatory authority.
- 14.7. The Parties agree that any dissolution agreement Pursuant to this section shall generally reflect the financial and environmental liability of each of the Parties.
- 14.8. In the event of a dispute over the dissolution agreement or conditions contained therein the Parties shall rely on the dispute resolution mechanism contained in this agreement.
- 14.9. Any municipality which is allowed to withdraw as a member of the Authority shall have no interest in or claim against any assets of the Authority from and after the said effective date of the withdrawal.

#### 15. SEVERANCE

15.1. The Parties agree that if any provision of this agreement shall be prohibited by or judged by a Court to be unlawful, void, or unenforceable such provision shall to the extent required be severed from this agreement. The remaining provisions of this agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

- 15.2. This agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter herein contained.
- 15.3. This agreement shall inure to the benefit of and be binding upon the Parties their successors and approved assigns.

IN WITNESS OF THEIR AGREEMENT each Party has caused its authorized representative to execute this instrument effective as of the date first written above.

YELLOWHEAD COUNTY

per

per\_

TOWN OF HINTON

per\_

per

TOWN OF EDSON

ner

per

MUNICIPALITY OF JASPER

DOF

nor

#### Item 8.1

From: Colin Buschman Richard Ireland To: Cc: Municipality of Jasper

Subject: Proposal to Join Our Call to Action - NPF Monday, April 04, 2022 4:32:45 PM Date:

Attachments: image607574.png

image852606.png image406798.png image097541.png image671608.png GoA Call to Action.pdf

REMINDER: If you are interested in signing onto the Call to Action, please reply to this email and include your logo which will be added to the Call to Action, before April 15, 2022.

Dear Mayor Ireland and Municipality of Jasper Council,

I am writing to you today, with a proposal to join our Call to Action to the Government of Alberta to halt the idea of a new provincial police service and to invest the proposed new monies into underfunded critical services within Alberta. This injection of funding would have a larger and more immediate impact within our communities to improve community safety and the health and well-being of all Albertans.

As you are aware, the Government of Alberta is reviewing the possibility of transitioning away from the RCMP to a new Alberta Provincial Police Service (APPS). Last year, they released a Transition Study, which outlined potential exorbitant costs, including \$366 million in one-time transition costs over sixyears and \$139 million in additional policing costs annually, increasing with inflation. With that said, over just a six-year period costs would total over \$1.2 billion.

Through polling that the NPF has conducted over the past year, it is clear that Albertans feel the same with. An overwhelming 84% of Albertans support retaining the RCMP and believe the Government of Alberta should instead focus on addressing the root causes of crime and improving social services.

As the Government of Alberta continues to consult and push the idea of a new and expensive police service forward, now is the time for all impacted stakeholders to come together to tell the government that the proposed money would be better invested into critical services to address under resourcing, staffing shortages, and the lack of social support programs.

Attached to this email is a draft of the Call to Action to the government for your review.

Our goal is to have stakeholders sign on and to release publicly at the end of April in a joint effort.

If you are interested in signing onto the Call to Action, please reply to this email and include your logo for use which will be added to the Call to Action, before April 15, 2022.

If you have any questions, comments, or concerns, please don't hesitate to contact me.

## **Colin Buschman**

Western Government Relations Advisor | Conseiller, Relations Gouvernementales de l'ouest

#### National Police Federation | Fédération de la Police Nationale

(236) 233-8100

https://npf-fpn.com



**FÉDÉRATION DE LA POLICE** 



nationalpolicefederation



The mission of the National Police Federation is to provide strong, professional, fair and progressive representation to promote and enhance the rights of RCMP members. La mission de la Fédération de la police nationale est de fournir une représentation forte, professionnelle, juste et progressive afin de promouvoir et fairie avancer les droits des membres de la GRC.
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## **MOTION ACTION LIST**

SHORT TITLE	REQUESTED (DATE)	RESPONSIBLE (WHO)	COUNCIL MOTION (DESCRIPTION)	TARGET (DATE)
Mountain Makers Arts & Culture	July 27, 2021	Director of Community Development	That Committee direct Administration to come back to a future Committee of the Whole meeting with a report to follow up on the request made in the presentation today July 27, 2021.	April 2022
S-Block Parking	September 14, 2021	Director of Protective & Legislative Services	Protective & Committee of the Whole meeting with a policy level	
Relationship with JCTS & Friends of Jasper Culture & Recreation	September 14, 2021	Director of Community Development	That Committee direct Administration to bring forward recommendations on how to enhance the relationship between the municipality and local non-profit organizations including Jasper Community Team Society and Friends of Jasper Culture and Recreation.	May 2022
Sledding at Snape's Hill	January 11, 2022	Director of Operations	That Committee direct Administration to return to Council with a report identifying any opportunities for closure or partial closure of Willow Street and Geikie Street to accommodate sledding at Snape's hill.	April 2022
Garage Suites Feedback	February 8, 2022	CAO	That Committee direct Administration to return to a future Committee meeting with options to address the following issues:  • Emergency access • User access • Water, waste water, solid waste, and recycling capacity Parking and enforcement	April 2022
Paid Parking Resident Exemptions	February 8, 2022	Director of Protective & Legislative Services	That Committee direct Administration to develop a program to assist individuals with mobility or technology issues separately from the preloaded credit program.	April 2022

Activity Centre Renovation	February 22, 2022	CAO & Director of Community Development	That Committee direct Administration to advance the Activity Centre Renovation Project design inclusive of the recommended scope items; and, return with a final costing for approval at a future committee of the whole meeting.  That Committee direct Administration to include the following additional scope items in the design and final costing for approval:  • the full renovation of both men's and women's change rooms  • the expansion of the building footprint to upgrade arena change rooms  • the conversion of one squash court to a multipurpose space  • the renovation of the activity centre basement washrooms to meet accessibility standards  • the Arena Viewing Lounge the relocation of the seniors lounge adjacent to the activity centre lobby and consolidate administrative spaces	April 2022
Parcel GB Development Information	March 8, 2022	CAO	That Committee direct Administration to request preliminary information such as renderings and site plans for the proposed GB development and return to a future Committee of the Whole meeting.	April 2022