



Council Workshop
Council Chambers
January 9, 2017
7:00 p.m.

1. Call to Order
2. Modification to or Adoption of Agenda
3. Adoption of Minutes
4. Canada Day 2017 presentation and discussion
5. Fire department year in review presentation
6. Emergency Management year in review presentation
7. RFD - Mountain View Regional Waste Management Commission – Waste Service Agreement
8. RFD – Mountain View Regional Waste Management Commission – New Membership Agreement
9. Strategic Priorities Chart 2017
10. Municipal Affairs - discussion
11. In-Camera
12. Adjournment



Council Workshop
Council Chambers
December 12, 2016
7:00 p.m.

In attendance: Mayor Leslie, Councillors: Myron Thompson, Verna McFadden, Cheri Funke, Nolan Blatchford, and Chris Vardas

Absent: Paul Isaac

Staff in attendance:

Angie Lucas, CAO (Interim)

Vic Pirie, Director of Finance

Cynthia Robey, Legislative Executive Assistant

1. Call to Order

Mayor Leslie called the Workshop to order at 7:00 p.m.

2. Modification to or Adoption of Agenda

Councillor Funke moved that the Town of Sundre Council adopt the December 12, 2016 Workshop Agenda. **Carried**

3. Adoption of Minutes

Councillor McFadden moved that the Town of Sundre adopt the November 28, 2016 Workshop Minutes, as presented. **Carried**

4. Municipal Affairs – presentation

Due to technical issues concerning the Internet Skype connection, Mayor Leslie asked Administration to schedule a face to face meeting with Municipal Affairs to occur in January 2017.

5. Council Policies & Bylaw Committee – Council Procedures review discussion

- Policy and Bylaw Review Committee – Terms of Reference
- Policy and Bylaw Committee Meeting Minutes – Thursday, November 24, 2016
- Council Procedures Bylaw 08.16

Councillor McFadden moved that the Town of Sundre Council move to In-Camera at 7:33 p.m.
Carried

6. In-Camera

Labour – FOIPP Section 19 / Legal – FOIPP Section 27

Initials



Council Workshop
Council Chambers
December 12, 2016
7:00 p.m.

Councillor McFadden moved that the Town of Sundre Council come out of In-Camera at 8:26 p.m.
Carried

7. Adjournment

Councillor Blatchford moved that the Town of Sundre Council conclude the Workshop at 8:27 p.m. **Carried**

Mayor

I hereby certify these minutes are correct.

Interim Chief Administrative Officer

Initials



Community Services Department



Canada's 150th Anniversary
Celebrations

Presented by: Ian James



Canada Day Celebration Agenda



- Main Facility – Sundre Community Centre Gym & Sports Fields
- Event Management Company – On The Mark Productions
- Event Date – July 1, 2017
- Start Time - 6:30PM Approximate End Time - 11:30PM

On The Mark Productions Activities

Indoor Movie



Family Dance



Games



Photo Booth (FREE)



Canada's 150th Anniversary Fireworks

Presented by
Fireworks Spectacular



Canada 150th Community Infrastructure Program

- Unfortunately the Town of Sundre's application for upgraded recreational facilities at Greenwood Campground was not successful



Council BBQ Questions?

1. Is Town Council planning to organize a Council BBQ for residents this year?
2. At what facility or location will the BBQ take place?
3. Which Councilor will be the lead contact for the BBQ?
4. Will support be required from administration? If yes, in what capacity and \$ amount?



Questions?



Fire Services 2016 Year in Review



Mission

- Dedicated to enhance and preserve the quality of life, property and the environment through education, leadership, partnerships and effective timely response to all fire emergencies.

PROJECTS

- FIRESMART Mitigation and Preparedness
- Develop and launch FIRESMART website
- Assist with Fort McMurray Wildfire
- Training Facility
- Safety Codes Officers – 4 new Safety Codes Officers fulfilling Council Requirements

WELCOME TO

SUNDRE FIRESMART



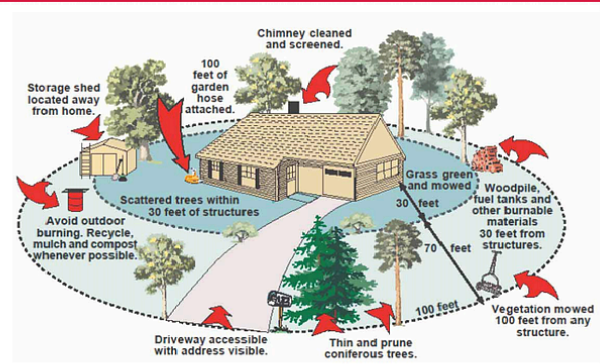
[Home](#) | [Wildland /Urban Interface](#) | [FireSmart Tips](#) | [FireSmart Landscaping](#) | [Additional Resources](#) | [Gallery](#) | [Contact Us](#)

ABOUT FIRESMART

FireSmart is living with and managing for wildfire on our landscape.

Preparing for the threat of a wildfire is a shared responsibility for everyone living in a wildland urban interface area.

Sundre is a wildland urban interface community.



Creating defensive spaces around structures help protect from wildfires.

BE FireSmart.

If you love it –
don't burn it.



Fort McMurray





TRAINING FACILITY



STATISTICS

January 1 - December 20, 2016

203 Total Calls

- 118 – Mountain View County
- 64 – Town of Sundre
- 21 – Other Areas (Clearwater/Forest Reserve)



Thank You

Mountain View Regional Fire Chiefs

Totals by Geographic Location From Jan 1 16 to Dec 31 16

Response Type	# of Incidents
Unclassified	
70 Alarm No Fire - accidental miscellaneous	1
<hr/>	
Total For Unclassified:	1

Rural - Mountain View	
10 Fire	9
12 Rubbish or grass fire (no dollar loss)	9
13 Controlled Burn - No Response	1
14 Controlled Burn - Arrived On Scene	3
16 Mutual Aid Request	7
17 Fire Investigation	10
18 Investigation of smoke	4
31 Motor Vehicle Collision	14
37 Medical Assist	46
41 Public Hazard - gasoline or fuel spill (standby situation)	1
43 Public Hazard - power line down	3
63 Public Service - assist police or other agency	1
69 Public Service - miscellaneous	1
70 Alarm No Fire - accidental miscellaneous	11
90 Incident Situation Unclassified	1
<hr/>	
Total For Rural - Mountain View:	121

Urban - Sundre	
10 Fire	2
12 Rubbish or grass fire (no dollar loss)	1
14 Controlled Burn - Arrived On Scene	1
17 Fire Investigation	2
31 Motor Vehicle Collision	2
37 Medical Assist	27
40 Public Hazard - gasoline or fuel wash down	1
43 Public Hazard - power line down	3
49 Public Hazard - miscellaneous	2
53 Gas leak - response to carbon monoxide detector alarm	2
63 Public Service - assist police or other agency	2
70 Alarm No Fire - accidental miscellaneous	20
<hr/>	
Total For Urban - Sundre:	65

Rural - Clearwater County	
10 Fire	4
16 Mutual Aid Request	1

Mountain View Regional Fire Chiefs

Totals by Geographic Location Continued From Jan 1 16 to Dec 31 16

	Response Type	# of Incidents
17	Fire Investigation	2
30	Rescue - miscellaneous	1
31	Motor Vehicle Collision	3
37	Medical Assist	6

Total For Rural - Clearwater County: 17

Unclassified

31	Motor Vehicle Collision	1
----	-------------------------	---

Total For Unclassified: 1

Rural - Rocky Mountain Forest Reserve

12	Rubbish or grass fire (no dollar loss)	2
----	--	---

Total For Rural - Rocky Mountain Forest Reserve: 2

Total Number of Responses 207

Mountain View Regional Fire Chiefs

Totals by Type From Jan 1 16 to Dec 31 16

Response Type	# of Incidents	% of total	Staff Hours	Average # of Responding Personnel	Average Response Time	\$ Loss
10 Fire	15	7.25	331 h 52m	9.00	16.29	
12 Rubbish or grass fire (no dollar loss)	12	5.80	152 h 49m	7.08	17.42	
13 Controlled Burn - No Response	1	0.48	0 h 0m	1.00		
14 Controlled Burn - Arrived On Scene	4	1.93	3 h 2m	5.00	18.60	
16 Mutual Aid Request	8	3.86	111 h 19m	4.63	32.15	
17 Fire Investigation	14	6.76	49 h 14m	4.14	18.74	
18 Investigation of smoke	4	1.93	13 h 43m	4.00	18.93	
30 Rescue - miscellaneous	1	0.48	61 h 42m	15.00	33.65	
31 Motor Vehicle Collision	20	9.66	250 h 35m	7.75	15.55	
37 Medical Assist	79	38.16	179 h 54m	3.34	34.15	
40 Public Hazard - gasoline or fuel wash down	1	0.48	4 h 42m	6.00	10.52	
41 Public Hazard - gasoline or fuel spill (standby situation)	1	0.48	4 h 5m	5.00	16.27	
43 Public Hazard - power line down	6	2.90	11 h 40m	3.67	13.05	
49 Public Hazard - miscellaneous	2	0.97	2 h 52m	3.50	10.00	
53 Gas leak - response to carbon monoxide detector alarm	2	0.97	6 h 3m	4.50	15.00	
63 Public Service - assist police or other agency	3	1.45	6 h 53m	2.67	16.00	
69 Public Service - miscellaneous	1	0.48	7 h 25m	5.00	19.42	
70 Alarm No Fire - accidental miscellaneous	32	15.46	62 h 47m	3.31	11.84	
90 Incident Situation Unclassified	1	0.48	14 h 34m	12.00	9.77	
Total Number of Responses	207		h m 1,275 h 11m	4.67	23.31	\$\$ Saved:

**Town of Sundre Emergency Management**

P.O. Box 420, Sundre, AB, T0M 1X0

Office (403) 638-4707 Ext 109

Fax (403) 638-4774

Emergency Management 2016

2016 has seen some small but rather significant changes for Emergency Management and the Emergency Management Committee in Sundre.

The committee was formed in March this year as required by the Emergency Management Act and our bylaw.

A terms of reference was created and accepted by council.

The committee reviewed the current Emergency Response Plan and found that while the plan does address the various areas of dealing with a disaster it is time for some updates and improvements. This recommendation went to the Regional Emergency Management team (Mountain View Emergency Management Agency) that Sundre is a part of and a decision on when and who will do this update is due early in 2017.

The committee reviewed grant and funding options available through the province and federal governments, identifying areas of Emergency Management, programs, training and projects that would qualify. Note: we do receive and apply for most of these grants already, the Region is also looking at grants available for training on a regional level.

The committee further suggested there is no interest for Sundre to continue participating in talks with the county in regards to the FRAC grant as none of the proposed projects would be of benefit to the town. . It was also suggested that if the county is to take on either of the proposed projects that council request confirmation from the county that any action taken will not have a negative impact on the town.

Discussions were had regarding ways to get info out to residents and having Sundre become the destination of choice for EM training in Central Alberta.

The majority of staff now have training in;

Basic Emergency Management and ICS 100. About half have ICS 200.

Select staff attended free training for using the Alberta Emergency Alert system and 3 staff attended Scribe specific training. Both Kevin and Jim now have ICS-300.

A New risk and hazard assessment for the town in near completion. The CEMP (Community Emergency Management Program) is nearly complete and will aid in ensuring that risks associated with the Town are detailed to assist in future planning.

Jim and Kevin attended a presentation in Cochrane called “After the Great Flood: A Municipal Perspective, Impacts of Evacuation, Displacement and Mitigation”

Discussions were had on the effects, impacts, results and mitigation undertaken as a result of the 2013 floods in the Big Horn area.

It was learned (and confirmed) that the overland flooding effecting the end of 6 ST SW and that effected the heal of spur 6 is indeed NOT a river flood channel but ground water / spring water forced to the surface. No river mitigation strategies can prevent this. EM is looking at proposed road and drainage management along the south end of 10 St SW and into the county with MVC.

Focus has changed from trying to “control” the river and flooding to a react and response action. Strategies to “Buy us time” to get people out and speed up recovery time has become the focus. Dam bags / water control, communications options, and response plans for the types of flooding that affects the town are being investigated.

Radio system is up and running, works great and operations has found them to be very useful. CS is still having some struggles but are coming along. Our system works better than the FD and RCMP in town, no dead spots. Signal is clear as far away as Olds.

Work is still required on EOC preparedness (go totes). The Sundre Golf Course has agreed to remain as our 2nd EOC location. There are some communication issues at the golf course and a cell booster will be needed.

The Fort MacMurray fires did reaffirm our concerns of the potential for Sundre to experience this type of event. Combined with lessons learned from the Slave Lake area fire proves that our municipality and our region must be vigilant in our preparation and response. Fire smart will be a major tool for the Town in this preparation and mitigation for the future.

Craig Sallows the central region AEMA officer completed a simple table top exercise November 30, 2016 to introduce new staff members to emergency management for the Town. A more complex exercise is planned in 2017.

Next steps and Tasks for 2017

1) Discussions and planning of evacuation routes for events based on the Town’s risk assessment will be investigated in 2017.

These discussions will need to keep in mind how to deal with visitors, recreation users in the West Country and how to manage traffic bottlenecking in the Town.

2) A member of the Mountain View County will conduct an update of all resources and relative information for the ERP plan manual.

3) Select Staff will be requested to take “Job Specific Training” as it becomes available. Additional staff will be requested to attend the scribe course as well as 2 staff to attend a PIO (Public Information Officer) course. All courses will also be attended by the DEM and DDEM.

4) The DEM and DDEM will meet quarterly with the committee of council to apprise them of issues and progresses. The first of which is to be scheduled for January 2017.

5) There is growing need and understanding across the province to become more involved with the social services aspect of Emergency Management. The EM team will begin to work closer with GNP to close the gaps that may exist and further address the needs of FCSS during and after events. The need for volunteer management has become evident and work will need to start on how to effectively manage volunteers as well as maintaining a volunteer list. Ideas that may assist with this include:

A call out for volunteers in the community and identifying those with backgrounds in social service, Emergency Social Services, medical, reception (Evacuation Centre) operations etc.

It is hoped that yearly pre-screening of essential volunteers will assist us in accepting help in the ESS area during an event.

6) Plans are to meet with SARS (Sundre Search and Rescue) to be apprised of member quantities and services available.

7) Kevin and Jim plan to complete ICS 400 in the spring of 2017

8) EOC (Emergency Operations Centre) Work is being done to provide cellular boosting at the Sundre Golf course which is designated as an alternate EOC location for events. A plan to purchase necessary items for the EOC such as section ID vests, white boards, required ICS forms will be made to be mobile for distribution at the chosen EOC. A compatibility check of the Sundre Community Centre will be completed in 2017 to allow for another alternate location.



REQUEST FOR DECISION

COUNCIL DATE: January 16, 2017

AGENDA ITEM: 9c

SUBJECT: Mountain View Regional Waste Management Commission – Waste Services Agreement

ORIGINATING DEPARTMENT: Corporate Services

BACKGROUND/PROPOSAL:

The proposed waste services agreement sets out the operational parameters in operating all waste management facilities owned or contracted on behalf of Mountain View Regional Waste Management Commission.

The following municipalities have approved the Waste Services Agreement:

Town of Olds – November 14, 2016

Village of Cremona – November 15, 2016

Town of Carstairs – December 12, 2016

Town of Didsbury and Mountain View County have not approved the proposed agreement as at the time of this report.

DISCUSSION/OPTIONS:

The proposed agreement sets out the municipality's obligations (Section 2.1) which include:

Deliver waste to the delivery point at the Town's sole expense

Not permit the delivery of any hazardous waste of liquid to the delivery point

Pay the Commission for the waste accepted by the Commission

It also sets out the Commission's obligations as follows:

Provide waste services to the Town of Sundre

Maintain all necessary requirements to operate waste management facilities

Weigh all waste delivered to delivery points

Provide annual financial statements

The Commission Board, all CAOs and legal services have reviewed this agreement and the Membership Agreement now each individual municipality is being asked to approve the agreement.

RECOMMENDATION:

Administration recommends Council approve the proposed Waste Services Agreement with Mountain View Regional Waste Management Commission.



The agreement clarifies the obligations of Mountain View Regional Waste Commission and the Town of Sundre regarding waste management.

COSTS/SOURCE OF FUNDING:

There is no additional cost to the Town in approving the proposed Waste Services Agreement with Mountain View Regional Waste Management Commission.

MOTION:

The Town of Sundre Council enters into a Waste Services Agreement with Mountain View Regional Waste Management Commission.

ALTERNATIVE ACTIONS:

ATTACHMENTS:

Waste Services Agreement

REVIEWED AND APPROVED FOR SUBMISSION TO COUNCIL

Interim CAO Approval: Angie Lucas

Date: January 4, 2017

THIS AGREEMENT MADE THE _____ DAY OF _____, 2016.

BETWEEN:

MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION
(hereinafter called the "**Commission**")

AND:

(hereinafter called the "**Municipality**")

WASTE SERVICES AGREEMENT

WHEREAS:

- A.** The Commission owns and either operates all Waste Management Facilities or contracts a third party to operate the Waste Management Facilities or any component thereof on behalf of the Commission;
- B.** The Commission will accept Waste at each of the Waste Management Facilities and will process it at these Waste Management Facilities;
- C.** The Commission has agreed to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
- D.** The Commission will oversee operations regarding Waste recycling and Waste diversion at each of the Waste Transfer Stations and the Recycling Centres within the boundaries of the members of the Commission.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, terms, covenants and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

In this Waste Services Agreement:

- (a)** "**Agreement**" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- (b)** "**Applicable Laws**" means any and all provisions of any constitution, treaty, statute, law, regulation, ordinance, code, rule, judgment, rule of common law, order, decree, award, injunction, Governmental Approval, franchise, license,

agreement, or other governmental restriction or any similar form of decisions of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority;

- (c) **"Delivery Point"** means that location past the weigh scale located at the Landfill, as directed by the Commission from time to time;
- (d) **"Effective Date"** means _____, 2016;
- (e) **"Event of Default and Remedies"** referred to Membership Agreement;
- (f) **"Event of Suspension"** has the meaning as ascribed thereto in Section 7.1 hereof;
- (g) **"Fees for Service"** means the fees that will be established by the Board as part of the budget by September 30th each year.
- (h) **"Force Majeure"** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- (i) **"Governmental Approvals"** means all approvals, permits, licenses, actions, orders, authorizations, consents, leases, waivers, franchises, concessions, agreements, rulings, certifications, filings or registrations by or with, or reports or notices to or from, any Governmental Authority regarding the operation of the Waste Transfer Station;
- (j) **"Governmental Authority"** means any nation or government (including any government authority, agency, department, board, commission, court of Canada, the Province of Alberta) or any tribunal or arbitrator(s) of competent jurisdiction, or any self-regulatory organization having jurisdiction over the Waste Transfer Station;
- (k) **"Hazardous Waste"** has the meaning as ascribed to both the following terms;
 - (i) "hazardous recyclable", and
 - (ii) "hazardous waste",in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (l) **"Landfill"** means that site either controlled or owned by the Commission, which is used for the disposal of Waste by burial;

- (m) **"Liquid"** has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (n) **"Membership Agreement"** means that agreement amongst all the members of the Commission, which are the Town of Olds, the Town of Sundre, the Town of Carstairs, the Town of Didsbury, the Village of Cremona, Mountain View County and Mountain View Regional Waste Management Commission respecting certain governance and financial matters concerning the operation of the Commission;
- (o) **"Non-Acceptable Waste"** referred to in Schedule "B".
- (p) **"Rates"** means those rates for acceptance of Waste that are set by the Commission for each calendar year, which notification of any changes are to be provided by September 30th of each year;
- (q) **"Recycling Centres"** means a site manned or unmanned that collects Waste for the future purpose of Waste diversion or recycling;
- (r) **"Waste"** means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Municipality's municipal boundaries, but expressly excludes:
 - (i) any Liquid; and
 - (ii) Hazardous Waste;
- (s) **"Waste Management Facilities"** means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (t) **"Waste Services"** means those services to be provided by the Commission as further enumerated in the attached Schedule "A";
- (u) **"Waste Transfer Station"** means that Waste Transfer Station owned and either operated by the Commission or by such third party contracted by the Commission to operate the Waste Transfer Station on behalf of the Commission whereby Waste is delivered for the Commission to accept and process at the Waste Management Facilities.

ARTICLE 2 - OBLIGATIONS OF THE MUNICIPALITY

2.1 Municipality's Obligations

The Municipality will:

- (a) at its sole expense, deliver Waste to the Delivery Point for disposal by the Commission pursuant to this Agreement;
- (b) use its commercially reasonable best efforts to not permit the delivery of any Hazardous Waste or Liquid to the Delivery Point separately or intermingled with the Waste delivered to the Delivery Point;
- (c) pay to the Commission, all charges owing to the Commission pursuant to this Agreement, including, without restriction, the Rates within thirty (30) days of receipt of invoice from the Commission.

ARTICLE 3 - OBLIGATIONS OF THE COMMISSION

3.1 Commission's Obligations

The Commission will:

- (a) provide the Waste Services for the Municipality;
- (b) at its sole cost and expense, maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the operation of the Waste Management Facilities;
- (c) weigh all Waste that is delivered to the Delivery Point; and
- (d) provide true copies of the annual financial statements of the operation of the Waste Management Facilities and all documentation and correspondence relating to the calculation of the Rates upon receipt of written request therefore from the Municipality.

ARTICLE 4 - INSURANCE

4.1 Commission's Insurance Obligations

The Commission, at its sole cost and expense take out and keep in full force and effect:

- (a) comprehensive general liability insurance with inclusive limits of not less than five million (\$5,000,000.00) dollars; and

- (b) any other form of insurance which the Commission may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure.

4.2 No Limitation of Liability

The acquisition and maintenance by the Commission of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Commission under this Agreement.

ARTICLE 5 - TERM AND RATES

5.1 Term

The Commission shall continuously accept Waste from the Municipality until either:

- (a) the Commission ceases the acceptance of any Waste from all sources because either:
 - (i) the Landfill can no longer accept Waste due to the Governmental Approvals and the Applicable Laws;
 - (ii) the Commission no longer has any ability to accept Waste; or
 - (iii) the Municipality has defaulted on its obligations in either this Agreement or in the Membership Agreement;
- (b) the Municipality provides no less than six (6) months' written notice to the Commission that it will cease to deliver Waste to the Delivery Point;
- (c) the Commission lawfully terminates this Agreement pursuant to the express terms of this Agreement; or
- (d) the parties mutually agree to terminate this Agreement.

ARTICLE 6 - RATES AND FEES

6.1 Rates

- (a) The Commission shall set Rates annually.
- (b) The Commission shall publish the Rates no later than September 30, which change of Rates shall come into effect as of January 1 for the following year.

6.2 Invoicing of Rates

The Commission shall provide invoices to the Municipality which shall include the following information:

- (a) the volume of Waste accepted by the Commission at the Delivery Point;
- (b) the amount owed by the Municipality to the Commission for the Fees for Service.

ARTICLE 7 - SUSPENSION OF SERVICE

7.1 Event of Suspension

The following shall constitute an Event of Suspension if:

- (a) the Waste violates any Applicable Laws;
- (b) the Municipality breaches the terms of either this Agreement or the Membership Agreement; or
- (c) the Waste delivered to the Waste Management Facilities that the Commission chooses not to accept.

7.2 Remedies in an Event of Suspension

Without prejudice to any other remedy which the Commission may have against the Municipality if an Event of Suspension occurs, the Commission may:

- (a) take whatever steps are reasonably necessary to rectify the Event of Suspension and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twenty (20%) percent of such costs, shall be payable by the Municipality to the Commission on demand; and
- (b) in addition to all remedies available to Commission, after providing the Municipality with written notice of its intention to refuse to accept delivery of Waste, the Commission may refuse to accept delivery of Waste from the Municipality until the Event of Suspension is remedied by either the Municipality or by the Commission pursuant to Section 7.2(a) hereof.

ARTICLE 8 - FORCE MAJEURE

8.1 Force Majeure

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided

that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

ARTICLE 9 - GENERAL

9.1 Notices

(a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

(b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

(i) to the Commission:
Mountain View Regional Waste Management Commission
PO Box 2130
Didsbury, Alberta T0M 0W0

Attention: CAO
Fax: (403) 335-4901
E-mail: mvrwmc@airenet.com

(ii) to the Municipality:

Attention: _____
Fax: (403) _____
E-mail: _____

or to such other address as each party may from time to time direct in writing.

(c) Notice shall be served by one of the following means:

(i) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;

(ii) if delivered to a corporate party, by delivering it to the address specified in (c)(ii) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

(iii) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

- A. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - B. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

9.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

9.3 Time of Essence

Time shall be of the essence of this Agreement.

9.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- Schedule "A" - Waste Services
- Schedule "B" - Non - Acceptable Waste

9.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

9.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between

the parties other than an independent service agreement between the two parties at arm's length.

9.7 Obligations

Except as may from time to time be expressly stated in writing by the one party, the other party has no Commission to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

9.8 Further Assurances

Each of the parties do hereby 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.

9.9 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

9.10 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

9.11 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

9.12 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

9.13 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

9.14 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

9.15 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

9.16 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

9.17 GST Exclusive

All amounts payable hereunder will be exclusive of any goods and services tax ("GST") payable thereon.

9.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

9.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

9.20 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which shall not be unreasonably withheld.

9.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

9.22 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

IN WITNESS WHEREOF the parties have hereunto set their seals duly attested to by the hands of their properly authorized officers in that behalf effective as at the day and year first above written.

**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION**

Per:

Per:

Per:

Per:

SCHEDULE "A"

WASTE SERVICES

Without limiting the generality of anything contained in this Agreement, the Commission shall provide the following Waste Services to the Municipality:

1. The Commission agrees to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
2. The Commission will oversee operations regarding Waste recycling and Waste diversion at each of the Waste Management Facilities;
3. Unmanned Recycling Centres are the responsibility of each Municipality for the maintenance of these facilities within their Municipal Boundaries. The collection of recyclables from the Unmanned Recycling Centres is the responsibility of the Commission;
4. Invoice the Members for its Waste delivered and transported for disposal of at the Waste Management Facilities. Invoice the Members for its Recycling delivered at all sites, manned and unmanned for the purpose of transporting and processing of these items. (the list of recycled items that will be charged for will include but not be limited to: cardboard, paper products, tin cans, glass, plastic, paint, household hazardous waste, anti-freeze, fluorescent bulbs, batteries, propane tanks, waste oil, oil filters and empty oil containers);
5. Operate the Waste Management Facilities during the hours of operation as set forth on the Commission's website. The Commission shall provide the Municipality with no less than three (3) months' written notice of any change to the hours of operation.

SCHEDULE "B"

NON-ACCEPTABLE WASTE

Waste that is not accepted at the Waste Management Facilities includes but is not limited to:

- (a) the Waste delivered to the Waste Management Facilities that contains sulphur; or
- (b) the Waste delivered to the Waste Management Facilities that contains any bovine.



REQUEST FOR DECISION

COUNCIL DATE: January 16, 2017

AGENDA ITEM: 9c.2

SUBJECT: Mountain View Regional Waste Management Commission – Membership Agreement

ORIGINATING DEPARTMENT: Corporate Services

BACKGROUND/PROPOSAL:

The proposed membership agreement replaces the agreement signed by all members in 2015. The 2015 agreement will have to be rescinded as part of approving the new membership agreement.

The following members have approved the new membership agreement:

Town of Olds – November 14, 2016

Village of Cremona – November 15, 2016

Town of Carstairs – December 12, 2016

Town of Didsbury and Mountain View County have not approved the proposed agreement as at the time of this report.

DISCUSSION/OPTIONS:

The proposed agreement updates the existing agreement and will replace the 2015 agreement. As stated in the preamble “the members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.”

The Commission Board, all CAOs and legal services have reviewed this agreement and the Waste Services agreement and now each individual member to the Commission is being asked to approve the agreement.

Differences between the approved agreement and the proposed agreement focus in Sections 2.03 to 2.05. These are new in the proposed agreement and deal with the payment of deficiency funding, obligations to pay for deficiency funding and non-payments.

RECOMMENDATION:

Administration recommends Council approve the proposed Membership Agreement with Mountain View Regional Waste Management Commission.

Changes in the proposed agreement clarify how the Commission will deal with deficiency funding and non-payments by members to the agreement.



COSTS/SOURCE OF FUNDING:

There is no additional cost to the Town in approving the proposed Membership Agreement with Mountain View Regional Waste Management Commission.

MOTION:

The Town of Sundre Council enter into a new membership agreement between Mountain View Regional Waste Management Commission, Mountain View County, Town of Olds, Town of Didsbury, Town of Carstairs, Town of Sundre and the Village of Cremona for the provision of solid waste management services.

ALTERNATIVE ACTIONS:

ATTACHMENTS:

Proposed New Membership Agreement
Existing Membership Agreement (2015)

REVIEWED AND APPROVED FOR SUBMISSION TO COUNCIL

Interim CAO Approval: Angie Lucas

Date: January 4, 2017

MEMBERSHIP AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, 2016

AMONG:

Each of:
MOUNTAIN VIEW COUNTY
TOWN OF CARSTAIRS
TOWN OF DIDSBURY
TOWN OF OLDS
TOWN OF SUNDRE
VILLAGE OF CREMONA
(hereinafter referred to as the "**Members**")

- and -

MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION
(hereinafter referred to as the "**Commission**")

WHEREAS:

- A. This Agreement replaces the previously signed Agreement dated December 31, 2015;
- B. The Members have caused the Commission to be formed to provide solid waste management services for the benefit of the Members; and
- C. The Members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and conditions herein contained the parties hereby agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.01 – Definitions

In this Agreement, the following terms have the following meanings:

- (a) "**Board**" means the Board of Directors of the Commission;
- (b) "**Bylaws**" means the Bylaws of the Commission as from time to time amended or restated;
- (c) "**Commission**" means Mountain View Regional Waste Management Commission;
- (d) "**Defaulting Member**" has the meaning as ascribed thereto in Section 2.05;
- (e) "**Deficiency**" has the meaning as ascribed thereto in Section 2.02;
- (f) "**Deficiency Funding**" means the amount of money required by the Commission to pay for or partially pay for, a Deficiency. Deficiency funding shall be governed by Section 602.21 of the Municipal Government Act.
- (g) "**Director(s)**" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Commission;
- (h) "**Fees for Service**" means the fees that will be established by the Board as part of the budget by September 30th each year.
- (i) "**Funding Formula**" means that amount of a Deficiency Funding that shall be set and levied against each Member, which shall be based on the population of each Member in accordance with the census information as published by Federal Census. Payments are based on a per capita.

- (j) **"Hazardous Waste"** has the meaning as ascribed to both the following terms;
 - (i) "hazardous recyclable", and
 - (ii) "hazardous waste",
in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) **"Interest Rate"** means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) **"Liquid"** has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) **"Members"** mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and **"Member"** means any one of them;
- (n) **"Membership Application"** mean that application from a municipality who wishes to join the Commission as a Member;
- (o) **"MGA"** means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) **"Parties"** means the parties to this Agreement;
- (q) **"Proposed Member"** has the meaning as ascribed thereto in Section 3.01;
- (r) **"Regulation"** means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) **"Waste"** means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Members' municipal boundaries, but expressly excludes:
 - (i) any Liquid; and
 - (ii) Hazardous Waste;
- (t) **"Waste Agreement"** means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) **"Waste Management Facilities"** means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) **"Withdrawal Notice"** has the meaning as ascribed thereto in Section 5.01; and
- (w) **"Withdrawing Member"** has the meaning as ascribed thereto in Section 5.01.

Section 1.02 - Conflict

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement. If there is a conflict with the Member, then it is between the Member and that Member municipality. It does not affect the decisions of the Commission.

ARTICLE 2 – MEMBER’S FINANCING

Section 2.01 - Statement of Intention

The Commission and its Members covenant and agrees to:

- (a) Provide capital, operating and reserve funds required to construct, maintain, manage, operate, use and replace the Waste Management Facilities and all ancillary assets, shall be provided pursuant to the revenue that the Commission receives for the operation of the Waste Management Facilities.
- (b) Meet annually with the Commission.

Section 2.02 - Determination of Deficiency

- (a) Notwithstanding the statement of intention in Section 2.01 hereof, upon completion of the Commission’s capital budget or operating budget, the Board will determine if there is a deficiency of funds to pay for expenditures that the Board determines is necessary, which may include, but is not limited to the proper operation of the Waste Management Facilities, payment for particular capital upgrades or payment for certain operational expenditures (the “**Deficiency**”). Upon the Board resolving that there is a Deficiency, the Deficiency Funding request will be forwarded to each Council:
 - (i) The Parties acknowledge that in the establishment of a capital budget or an operating budget that they must comply with Section 602.21 of the Act.
 - (ii) All Deficiency Funding will be paid based on the Funding Formula.

Section 2.03 - Payment of Deficiency Funding

Upon receipt of written notice provided by the Board to the Members for a Deficiency Funding to pay for all, or a portion of the Deficiency, each Member shall pay to the Commission its Advance, as calculated in accordance with the Funding Formula invoiced quarterly and paid within 30 days of the invoice.

Section 2.04 - Obligation to Pay Deficiency Funding

Each Member shall have the responsibility to pay an Advance, upon receipt of a notice herein, even if at the time:

- (a) a Member disagrees with:
 - (i) the need for payment of the Deficiency Funding; or
 - (ii) the determination of the amount of the Deficiency;
- (b) a Member is in default of any of its obligations to the Commission;
- (c) the Director that was appointed by a Member, disagrees with:
 - (i) the need for payment of the Deficiency Funding; or
 - (ii) the determination of the amount of the Deficiency; or
- (d) a Member is no longer a Member of the Commission.

Section 2.05 - Non-Payment

Should a Member (a “**Defaulting Member**”) not pay any amount owing to the Commission, which shall include, but not be limited to, any amounts owing to the Commission pursuant to either this Agreement or a Waste Agreement, the Commission may, at the Commission’s sole discretion:

- (a) Avail itself of its rights pursuant to the terms of the Waste Agreement, which may include, but not be limited to, the suspension of acceptance of Waste from the defaulting Member;
- (b) Charge interest to the Defaulting Member on the outstanding amounts at the Interest Rate. Any unpaid amount and the accrued interest thereon are recoverable as a debt due to the Commission; and
- (c) Serve notice on the Defaulting Member that the director that it has appointed to the Board shall have no vote on any matters put before the Board until the default is remedied.

ARTICLE 3 – NEW MEMBERS

Section 3.01 – Applying for Membership

Another municipality who is not a Member may make an application to the Commission to join the Commission as a Member (the “**Proposed Member**”) by submitting a Membership Application. Upon the Commission’s receipt of an application, the Board shall determine which additional information that is relevant to processing of that application for Membership, which may include, but not be limited to:

- (a) A capital payment from the Proposed Member to the Commission for its anticipated proportionate share of the value of the capital assets of the Commission. The Board shall be the party to determine what this respective proportion shall be;
- (b) Such additional fees that shall be payable by the Proposed Member to the Commission to fully pay the Commission’s anticipated fees, including, but not limited to, such third party accounting fees and legal fees on a solicitor and his own client full indemnity basis, such that the Commission can properly review and consider the Membership Application;
- (c) Receipt of a certified council resolution of the Proposed Member which acknowledges and approves of the anticipated capital payment owed by the Proposed Member to the Commission and the anticipated tippage rates to be charged by the Commission to the Proposed Member for the acceptance of Waste by the Commission; and
- (d) Any other information that the Board deems is relevant to consider the Membership Application.

Section 3.02 – Member’ Support of Membership Application

Upon the Board’s review that a Membership Application should be forwarded for consideration, the Board shall send same to each Member for their respective approval. The Members agree that a simple majority of the Members, as evidenced by certified council resolutions from each of them, shall be sufficient to support the Membership Application.

Section 3.03 – Ministerial Review

- (a) Only if the Proposed Member has obtained the consent as set forth in Section 3.01 and 3.02 hereof, shall the Commission and Proposed Member jointly make a recommendation to the Minister of Municipal Affairs to support the addition of the Proposed Member as another Member of the Commission in accordance with the terms and conditions as deliberated upon by both the Members and the Board.
- (b) In the event that the Minister of Municipal Affairs proposes different terms regarding the:
 - i) governance;
 - (ii) operations;
 - (iii) administration; or
 - (iv) financing;

of the Commission than what the Board and the Members deliberated upon, any of the Members or the Board may rescind their support for the Proposed Member's application.

Section 3.04 – Acknowledgment

All parties agree and acknowledge that despite any support provided for a Membership Application that the approval of same shall be within the sole and absolute discretion of the Minister of Municipal Affairs.

ARTICLE 4 - DISPUTE RESOLUTION PROCEDURE

Section 4.01 - Dispute Resolution Procedure

Any dispute which may arise between the Members hereto, shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A".

ARTICLE 5 – WITHDRAWAL OF MEMBERS

Section 5.01 – Withdrawal Notice

- (a) Any Member (a "**Withdrawing Member**") may submit a written notice along with a certified council resolution evidencing the same, to the Commission of its withdrawing from the Commission (a "**Withdrawal Notice**").
- (b) The written notice as aforesaid by the Withdrawing Member must be received by the Commission and the other Member municipalities by June 30th of a Calendar year. The effective date of withdrawal may only be December 31st of any year.
- (c) Notwithstanding the foregoing notice, the notice shall only be effective as of the date that the Minister of Municipal Affairs amends the Regulation, removing the Withdrawing Member from the Regulation.

Section 5.02 – Effect of Withdrawal Notice

- (a) Upon a Withdrawing Member providing the Withdrawal Notice, that Withdrawing Member:
 - (i) Agrees and acknowledges that any director as appointed by the Withdrawing Member shall have no vote at the Board concerning any capital budget or operation budget which shall take effect after when the Withdrawing Member's departure from the Commission;
 - (ii) Shall meet with the Commission to determine that Withdrawing Member's proportionate responsibility for:
 - (A) Reclamation obligations of any component of the Waste Management Facilities that the Withdrawing Member should be responsible for, in accordance with its proportionate amount as set forth in the Funding Formula;
 - (B) Any unfunded capital obligations of the Commission that the Commission has committed to incur in contemplation prior to the Withdrawal Notice, but in expectation of the Withdrawing Member continuing to be a Member of the Commission; and
 - (C) Any other amount that is reasonable for the Withdrawing Member to incur.
- (b) In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 2.05 hereof, the resolution of this amount shall be determined as accordance with the Dispute Resolution Procedure as set forth herein.

ARTICLE 6 - GENERAL PROVISIONS

Section 6.01 - Notices

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
 - (i) **Mountain View County:**
PO Bag 100
Didsbury, Alberta
T0M 0W0
Attention: Chief Administrative Officer
Fax: (403) 335-9207
E-mail: mvadmin@mvcountry.com
 - (ii) **Town of Carstairs:**
PO Box 370
Carstairs, Alberta
T0M 0N0
Attention: Chief Administrative Officer
Fax: (403) 337-3343
E-mail: amyp@carstairs.ca
 - (iii) **Town of Didsbury:**
PO Box 790
Didsbury, Alberta
T0M 0W0
Attention: Chief Administrative Officer
Fax: (403) 335-9794
E-mail: inquiries@didsbury.ca
 - (iv) **Town of Olds:**
4512 – 46 Street
Olds, Alberta
T4H 1R5
Attention: Chief Administrative Officer
Fax: (403) 556-6537
E-mail: admin@olds.ca
 - (v) **Town of Sundre:**
PO Box 420
Sundre, Alberta
T0M 1X0
Attention: Chief Administrative Officer
Fax: (403) 638-2100
E-mail: townmail@sundre.com
 - (vi) **Village of Cremona:**
PO Box 10
Cremona, Alberta
T0M 0R0
Attention: Chief Administrative Officer
Fax: (403) 637-2101
E-mail: inquiry@cremona.ca

(vii) **Mountain View Regional Waste Management Commission:**
PO Box 2130
Didsbury, Alberta
T0M 0W0
Attention: Chief Administrative Officer
Fax: (403) 335-2061
E-mail: mvrwmc@airenet.com

or to such other address as each Party may from time to time direct in writing.

(c) Notice shall be served by one of the following means:

- (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
- (ii) if delivered to a corporate party, by delivering it to the address specified in (b) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Section 6.02 - Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

Section 6.03 - Time of Essence

Time shall be of the essence of this Agreement.

Section 6.04 - Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Dispute Resolution Procedure.

Section 6.05 - Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

Section 6.06 - No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

Section 6.07 - Further Assurances

Each of the parties do hereby 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.

Section 6.08 - Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

Section 6.09 - Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Section 6.10 - Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

Section 6.11 - Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

Section 6.12 - Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

Section 6.13 - Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination of this Agreement shall survive the termination of this Agreement and shall not be merged therein or therewith.

Section 6.14 - Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

Section 6.15 - Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

Section 6.16 - Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

Section 6.17 - Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

Section 6.18 - Assignment

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other parties, such consent which may be arbitrarily withheld.

Section 6.19 - Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

Section 6.20 - Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

MOUNTAIN VIEW COUNTY

Per:

Per:

TOWN OF DIDSBURY

Per:

Per:

TOWN OF CARSTAIRS

Per:

Per:

TOWN OF OLDS

Per:

Per:

TOWN OF SUNDRE

Per:

Per:

VILLAGE OF CREMONA

Per:

Per:

**MOUNTAIN VIEW REGIONAL WASTE
MANAGEMENT COMMISSION**

Per:

Per:

SCHEDULE "A"

DISPUTE RESOLUTION PROCEDURE

1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

2. Principles of Dispute Resolution

The Parties acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the Parties are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement.

4. Negotiation

A Party shall give written notice ("**Dispute Notice**") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
 - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
 - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
 - (i) the Parties do not agree on the appointment of a Mediator within thirty (30) days of the Mediation Notice;
 - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
 - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

6. Arbitration:

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying:
 - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
 - (ii) the nomination of an individual to act as the Arbitrator.
- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the

name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.

- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
 - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

7. Participation

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

8. Location

The place for Mediation and Arbitration shall be within Mountain View County, or such other location as the Parties may agree.

9. Selection of Mediator and Arbitrator

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the

ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

10. Costs

Subject to clause 6(h) of this Schedule, in the case of Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

11. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

MEMBERSHIP AGREEMENT

THIS AGREEMENT made effective the 31 day of DEC, 2015

AMONG:

Each of:
**MOUNTAIN VIEW COUNTY
TOWN OF CARSTAIRS
TOWN OF DIDSBURY
TOWN OF OLDS
TOWN OF SUNDRE
VILLAGE OF CREMONA**
(hereinafter referred to as the "**Members**")

WHEREAS:

- A. The Members have caused the Commission to be formed to provide solid waste management services for the benefit of the Members; and
- B. The Members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and conditions herein contained the parties hereby agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.01 - Definitions

In this Agreement, the following terms have the following meanings:

- (a) "**Advances**" means either:
 - (i) all outstanding loans due and owing from time to time by the Commission to a Member; or
 - (ii) that amount provided by a Member to the Commission, as a grant, which shall not be repayable by the Commission to the Member that provided it;
- (b) "**Board**" means the Board of Directors of the Commission;
- (c) "**Bylaws**" means the Bylaws of the Commission as from time to time amended or restated;
- (d) "**Commission**" means Mountain View Regional Waste Management Commission;
- (e) "**Deficiency Funding**" means the amount of money required by the Board to pay for or partially pay for, a Deficiency. Deficiency funding shall be governed by Section 602.21 of the Municipal Government Act.
- (f) "**Defaulting Member**" has the meaning as ascribed thereto in Section 2.06;
- (g) "**Deficiency**" has the meaning as ascribed thereto in Section 2.02;
- (h) "**Director(s)**" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Commission;

- (i) "**Funding Formula**" means that amount of Deficiency Funding that shall be set and levied against each Member, which shall be based on the population of each Member in accordance with the census information as published by Federal Census. Payments are based on a per capita.
- (j) "**Hazardous Waste**" has the meaning as ascribed to both the following terms;
 - (i) "hazardous recyclable", and
 - (ii) "hazardous waste",
in the *Waste Control Regulation, Alberta Regulation 192/96* as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) "**Interest Rate**" means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) "**Liquid**" has the meaning as the term "liquid" has in the *Waste Control Regulation, Alberta Regulation 192/96* as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) "**Members**" mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and "**Member**" means any one of them;
- (n) "**Membership Application**" mean that application from a municipality who wishes to join the Commission as a Member;
- (o) "**MGA**" means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) "**Parties**" means the parties to this Agreement;
- (q) "**Proposed Member**" has the meaning as ascribed thereto in Section 3.01;
- (r) "**Regulation**" means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) "**Waste**" means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Member's municipal boundaries, but expressly excludes:
 - (i) any Liquid; and
 - (ii) Hazardous Waste;
- (t) "**Waste Agreement**" means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) "**Waste Management Facilities**" means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) "**Withdrawal Notice**" has the meaning as ascribed thereto in Section 5.01; and
- (w) "**Withdrawing Member**" has the meaning as ascribed thereto in Section 5.01.

Section 1.02 - Conflict

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement.

ARTICLE 2 – MEMBER’S FINANCING

Section 2.01 - Statement of Intention

The Members covenant and agrees to:

(a) Provide capital, operating and reserve funds required to construct, maintain, manage, operate, use and replace the Waste Management Facilities and all ancillary assets shall be provided pursuant to the revenue that the Commission receives for the operation of the Waste Management Facilities.

(b) Meet annually with the Commission.

Section 2.02 - Determination of Deficiency

(a) Notwithstanding the statement of intention in Section 2.01 hereof, upon completion of the Commission’s capital budget or operating budget, the Members may determine that there is a deficiency of funds to pay for expenditures that the Board determines is necessary, which may include, but is not limited to the proper operation of the Waste Management Facilities, payment for particular capital upgrades or payment for certain operational expenditures (the “**Deficiency**”). Upon the Board resolving that there is a Deficiency, the Deficiency Funding request will be forwarded to each Council:

(i) The Parties acknowledge that in the establishment of a capital budget or an operating budget that they must comply with Section 602.21 of the Act.

(ii) All Deficiency Funding will be paid based on the Funding Formula.

ARTICLE 3 – NEW MEMBERS

Section 3.01 – Applying for Membership

Another municipality who is not a Member may make an application to the Commission to join the Commission as a Member (the “**Proposed Member**”) by submitting a Membership Application. Upon the Commission’s receipt of an application, the Board shall determine which additional information that is relevant to processing of that application for Membership, which may include, but not be limited to:

- (a) A capital payment from the Proposed Member to the Commission for its anticipated proportionate share of the value of the capital assets of the Commission. The Board shall be the party to determine what this respective proportion shall be;
- (b) Such additional fees that shall be payable by the Proposed Member to the Commission to fully pay the Commission’s anticipated fees, including, but not limited to, such third party accounting fees and legal fees on a solicitor and his own client full indemnity basis, such that the Commission can properly review and consider the Membership Application;
- (c) Receipt of a certified council resolution of the Proposed Member which acknowledges and approves of the anticipated capital payment owed by the Proposed Member to the Commission and the anticipated tippage rates to be charged by the Commission to the Proposed Member for the acceptance of Waste by the Commission; and
- (d) Any other information that the Board deems is relevant to consider the Membership Application.

Section 3.02 – Member' Support of Membership Application

Upon the Board's review that a Membership Application should be forwarded for consideration, the Board shall send same to each Member for their respective approval. The Members agree that a simple majority of the Members, as evidenced by certified council resolutions from each of them, shall be sufficient to support the Membership Application.

Section 3.03 – Ministerial Review

- (a) Only if the Proposed Member has obtained the consent as set forth in Section 3.01 and 3.02 hereof, shall the Commission and Proposed Member jointly make a recommendation to the Minister of Municipal Affairs to support the addition of the Proposed Member as another Member of the Commission in accordance with the terms and conditions as deliberated upon by both the Members and the Board.
- (b) In the event that the Minister of Municipal Affairs proposes different terms regarding the:
 - i) governance;
 - (ii) operations;
 - (iii) administration; or
 - (iv) financing;

of the Commission than what the Board and the Members deliberated upon, any of the Members or the Board may rescind their support for the Proposed Member's application.

Section 3.04 – Acknowledgment

All parties agree and acknowledge that despite any support provided for a Membership Application that the approval of same shall be within the sole and absolute discretion of the Minister of Municipal Affairs.

ARTICLE 4 - DISPUTE RESOLUTION PROCEDURE

Section 4.01 - Dispute Resolution Procedure

Any dispute which may arise between the Members hereto, shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A".

ARTICLE 5 – WITHDRAWAL OF MEMBERS

Section 5.01 – Withdrawal Notice

- (a) Any Member (a "Withdrawing Member") may submit a written notice along with a certified council resolution evidencing the same, to the Commission and Members of its withdrawing from the Commission (a "Withdrawal Notice").
- (b) The written notice as aforesaid by the Withdrawing Member must be received by the Commission and the other member municipalities by June 30th of a Calendar year. The effective date of withdrawal may only be December 31st of any year.
- (c) Notwithstanding the foregoing notice, the notice shall only be effective as of the date that the Minister of Municipal Affairs amends the Regulation, removing the Withdrawing Member from the Regulation.

Section 5.02 – Effect of Withdrawal Notice

- (a) Upon a Withdrawing Member providing the Withdrawal Notice, that Withdrawing Member:
 - (i) Agrees and acknowledges that any director as appointed by the Withdrawing Member shall have no vote at the Board concerning any capital budget or operation budget which shall take effect after when the Withdrawing Member's departure from the Commission;
 - (ii) Shall meet with the Commission to determine that Withdrawing Member's proportionate responsibility for:
 - (A) Reclamation obligations of any component of the Waste Management Facilities that the Withdrawing Member should be responsible for, in accordance with its proportionate amount as set forth in the Funding Formula;
 - (B) Any unfunded capital obligations of the Commission that the Commission has committed to incur in contemplation prior to the Withdrawal Notice, but in expectation of the Withdrawing Member continuing to be a member of the Commission;
 - (C) Any other amount that is reasonable for the Withdrawing Member to incur.
- (b) In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 5.02(a) hereof, the resolution of this amount shall be determined as accordance with the Dispute Resolution Procedure as set forth herein.

ARTICLE 6 - GENERAL PROVISIONS

Section 6.01 - Notices

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
 - (i) **Mountain View County:**
PO Bag 100
Didsbury, Alberta
T0M 0W0
Attention: Chief Administrative Officer
Fax: (403) 335-9207
E-mail: mvadmin@mvcountry.com
 - (ii) **Town of Carstairs:**
PO Box 370
Carstairs, Alberta
T0M 0N0
Attention: Chief Administrative Officer
Fax: (403) 337-3343
E-mail: amyp@carstairs.ca

- (iii) **Town of Didsbury:**
PO Box 790
Didsbury, Alberta
T0M 0W0
Attention: Chief Administrative Officer
Fax: (403) 335-9794
E-mail: inquiries@didsbury.ca

- (iv) **Town of Olds:**
4512 -- 46 Street
Olds, Alberta
T4H 1R5
Attention: Chief Administrative Officer
Fax: (403) 556-6537
E-mail: admin@olds.ca

- (v) **Town of Sundre:**
PO Box 420
Sundre, Alberta
T0M 1X0
Attention: Chief Administrative Officer
Fax: (403) 638-2100
E-mail: townmail@sundre.com

- (vi) **Village of Cremona:**
PO Box 10
Cremona, Alberta
T0M 0R0
Attention: Chief Administrative Officer
Fax: (403) 637-2101
E-mail: inquiry@cremona.ca

- (vii) **Mountain View Regional Waste Management Commission:**
PO Box 2130
Didsbury, Alberta
T0M 0W0
Attention: Chief Administrative Officer
Fax: (403) 335-2061
E-mail: mvrwmc@airenet.com

or to such other address as each Party may from time to time direct in writing.

- (c) Notice shall be served by one of the following means:
 - (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
 - (ii) if delivered to a corporate party, by delivering it to the address specified in (b) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
 - (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

- (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
- (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Section 6.02 - Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

Section 6.03 - Time of Essence

Time shall be of the essence of this Agreement.

Section 6.04 - Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Dispute Resolution Procedure.

Section 6.05 - Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

Section 6.06 - No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

Section 6.07 - Further Assurances

Each of the parties do hereby 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.

Section 6.08 - Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

Section 6.09 - Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the

performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on

- 8 -

the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Section 6.10 - Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

Section 6.11 - Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

Section 6.12 - Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be

affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

Section 6.13 - Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination of this Agreement shall survive the termination of this Agreement and shall not be merged therein or therewith.

Section 6.14 - Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

Section 6.15 - Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

Section 6.16 - Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

Section 6.17 - Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

- 9 -

Section 6.18 - Assignment

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other parties, such consent which may be arbitrarily withheld.

Section 6.19 - Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.


Section 6.20 - Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

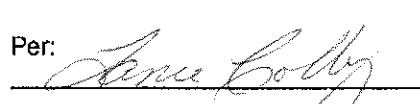
IN WITNESS WHEREOF the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

MOUNTAIN VIEW COUNTY

Per: 

Per: 

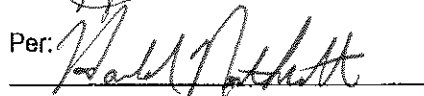
TOWN OF CARSTAIRS

Per: 

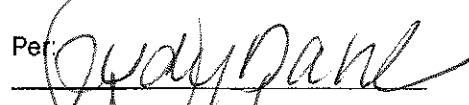
Per: 

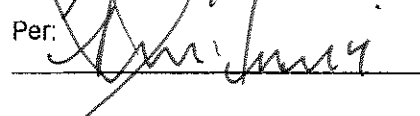
TOWN OF DIDSBURY

Per: 

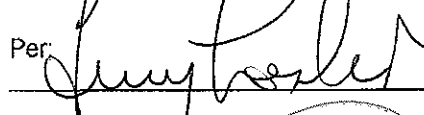
Per: 

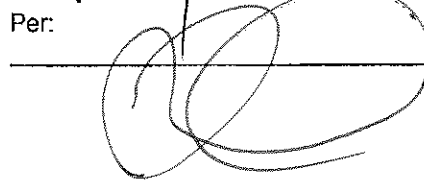
TOWN OF OLDS

Per: 

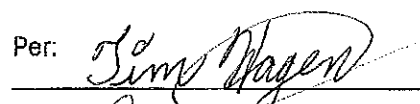
Per: 

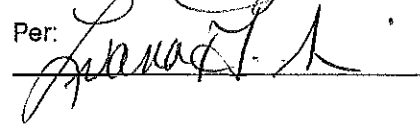
TOWN OF SUNDRE

Per: 

Per: 

VILLAGE OF CREMONA

Per: 

Per: 

SCHEDULE "A"

DISPUTE RESOLUTION PROCEDURE

1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) "**Arbitrator**" means the person appointed to act as such to resolve any Dispute;
- (b) "**Arbitration**" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) "**Disclosed Information**" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) "**Mediation**" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) "**Mediator**" means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) "**Representative**" means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

2. Principles of Dispute Resolution

The Parties acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the Parties are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement.

A - 2

4. Negotiation

A Party shall give written notice ("**Dispute Notice**") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
 - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
 - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
 - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
 - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
 - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

6. Arbitration:

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying:
 - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
 - (ii) the nomination of an individual to act as the Arbitrator.

- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.
- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
- (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
 - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

7. Participation

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

8. Location

The place for Mediation and Arbitration shall be within Mountain View County, or such other location as the Parties may agree.

A - 4

9. Selection of Mediator and Arbitrator

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable

training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

10. Costs

Subject to clause 6(h) of this Schedule, in the case of Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

11. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

STRATEGIC PRIORITIES CHART		JANUARY 2017
COUNCIL AND ADMINISTRATION PRIORITIES		
2017 - COUNCIL AND CAO PRIORITIES AND PROJECTS		
<ol style="list-style-type: none"> 1. COLLABORATE WITH MOUNTAIN VIEW COUNTY TO CREATE NEW ICF DOCUMENT 2. PARTICIPATE IN MGA EDUCATION SESSIONS AS AVAILABLE 3. PURSUE REGIONAL STATUS FOR TOWN WATER AND WASTEWATER SERVICING OPPORTUNITIES 4. LOBBY FOR FEDERAL/PROVINCIAL FUNDING FOR INFRASTRUCTURE UPGRADES 5. ASSIST COMMUNITY IN PREPARING FOR GENERAL MUNICIPAL ELECTION PROCESS 		
PRIORITIES AND PROJECTS IN 2018 <ul style="list-style-type: none"> • Education, training, workshops and retreat for new Councillors • Creation of Vision, Mission and Goals for new Council's 4 year term • New Intermunicipal Development Plan will be required with the County to align with new ICF • New Intermunicipal Agreements with the County will be required once ICF and IDP are approved by the Province 	ADVOCACY / PARTNERSHIPS <ul style="list-style-type: none"> • <i>Future RCMP Office</i> • <i>Future New Hospital</i> • <i>Emergency Management: Flood and Fire</i> • <i>Foothills Lodge: Future Use</i> • <i>Regional Water/Wastewater Status</i> 	
OPERATIONAL STRATEGIES (Administration)		
LEGISLATIVE SERVICES (Cynthia/CAO) <ol style="list-style-type: none"> 1. Undertake General Municipal Election Process for Fall 2017 2. Create FOIP service for organization as per Alberta legislation requirement 3. Assist Council with review of Council Procedures <ul style="list-style-type: none"> • Update Bylaw file management system • Review and update all Legislative Policies and Procedures 	HUMAN RESOURCES/PAYROLL (Dawn/CAO) <ol style="list-style-type: none"> 1. Create Employer of Choice Framework and strategy 2. Update Human Resource Policies and Procedures 3. Instill best practices for payroll operations <ul style="list-style-type: none"> • Organize workshops, events etc to engage staff and increase organizational/municipal knowledge and promote team building 	
FINANCE AND ADMINISTRATION (Vic) <ol style="list-style-type: none"> 1. Questica Software: implementation & training 2. Create Reserve Policy and Procedures 3. Assist CAO and Legislative Services with 2017 General Municipal Election process 4. Replace existing phone system (Capital Project) <ul style="list-style-type: none"> • Review and update all Finance and Administration Policies and Procedures 	PLANNING & DEVELOPMENT (Denica/Angie) <ol style="list-style-type: none"> 1. Continue Land Use Bylaw updates/amendments 2. Create new Development Standards document 3. Create new Parks, Open Space and Trails Plan 4. Create Eastside Area Redevelopment Plan 5. Oversee Municipal Reserve landscape planning, design and construction north of MVSH <ul style="list-style-type: none"> • Discuss long range strategy for future new Town owned facilities • Create Road and Subdivision Naming Policy • Create new Safety Codes Contract RFP and Tender package 	

<p>EC. DEVELOPMENT/COMMUNICATIONS (Jon/Angie)</p> <ol style="list-style-type: none"> 1. Continue with Broadband feasibility study 2. Continue data collection for business attraction and retention and tourism development 3. Create Wayfinding signage Plan 4. Update Town website as per approved budget 5. Purchase and install Wayfinding signs (Capital Project) <ul style="list-style-type: none"> • Ensure Communications Plan is implemented • Review and update all Economic development and Communications Policies and Procedures 	<p>COMMUNITY SERVICES (Ian/Angie)</p> <ol style="list-style-type: none"> 1. Create Facilities Maintenance Plan 2. Carry out priority repairs and maintenance to all Town owned facilities as per approved budgets 3. Assist the Planning department to create new Parks, Open Space and Trails Plan 4. Undertake full cost and service analysis on the Arena 5. Ensure maximum use of all recreation facilities <ul style="list-style-type: none"> • Review and update all Community Services Policies and Procedures
<p>OPERATIONS DEPARTMENT (Jim/Angie)</p> <ol style="list-style-type: none"> 1. Assist CIMA on undertaking Centre Street upgrade (Capital Project) 2. Participate in Highway 27 (Main Ave) Pilot Project 3. Initiate GIS mapping of all Gas lines 4. Create Stormwater Bylaw 5. Conduct review of Town's stormwater system 6. Initiate GIS mapping of water/wastewater system 7. Water main location and repair project 8. Waste water infiltration project 	<p>BYLAW AND ANIMAL CONTROL (Kevin)</p> <ol style="list-style-type: none"> 1. Educate public on Bylaw and Animal issues 2. Increase web/social media information to the public on Bylaws, Fire Smart, etc 3. Review and update the Traffic Bylaw 4. Work with Operations department to create a Water Conservation Bylaw
<p>FIRE DEPARTMENT (Marty/Patty)</p> <ol style="list-style-type: none"> 1. Fire Smart - Community Education and Clean up 2. Training Facility - finalize set up 3. Safety Codes Program 4. Recruitment and retention strategy 	<p>EMERGENCY MANAGEMENT SERVICES (Kevin)</p> <ol style="list-style-type: none"> 1. Educate public on disaster preparedness 2. Provide further staff training in emergency management and disaster preparedness 3. Review Emergency Management Plan and update as required

DEPARTMENT OVERVIEW – LEGISLATIVE SERVICES

The Legislative Services Department is made up of Municipal Council & Committees and includes Legislative Administration. Council, as Stewards of the Town, is accountable for Governance, Strategic Direction, Financial Stewardship and Public Relations. Council is responsible for developing a strategic vision, direction, goals, and the annual budget. Council also structures and sits on various Town-related committees to ensure that public needs are brought forward to Council as a whole to ensure that good governance can occur.

Mission: To provide support to Mayor & Council and to be accountable for legislative compliance, Council Administration and Town Administration.

5 YEAR DEPARTMENT PRIORITIES

<p>2017</p> <ol style="list-style-type: none"> 1. Ensure all FOIP rules and regulations are being implemented and followed by Town staff and Council. 2. Carry out General Municipal Election process and create new information/education/training materials/packages for incoming Council. 3. Assist CAO and Council with reviewing and updating the Council Procedures Bylaw. 4. Review and update current Legislative Policies, Procedures and Bylaws and create new ones as required. 5. Provide administrative support to the CAO and Council with undertaking the ICF process. 	<p>2018</p> <ol style="list-style-type: none"> 1. Assist CAO and Council with implementing new MGA rules to meet requirements. 2. Focus on increasing the quality of communication within the organization and with the community with regards to the CAO and Council. 3. Provide administrative support to the CAO for new Council training and education. 4. Review and update current Legislative Policies, Procedures and Bylaws and create new ones as required. 5. Create 3-year Operating Budget (2019-2021). 	
<p>2019</p> <ol style="list-style-type: none"> 1. Hire consultant to create a Records Management system 	<p>2020</p> <ol style="list-style-type: none"> 1. 	<p>2021</p> <ol style="list-style-type: none"> 1.

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities)</p> <ol style="list-style-type: none"> 1. In-service FOIP training / support for staff 2. Continued review of department forms / website information 3. Restructuring/cleaning up of network / hard copy folders and filing protocols 4. Improve communication between Council and Legislative Services 	<p>ACTIONS (To get priorities done)</p> <ol style="list-style-type: none"> 1. FOIP training for Staff, Council /schedule Dept. meetings for consistent follow-up 2. Create a more streamlined and efficient records management protocol 3. Communicate and adhere to deadline dates, agenda prep protocols
--	--

KEY TRENDS (for department/industry) <ol style="list-style-type: none">1. Review and Revision of MGA2. High Quality Records Management3. New Technology	ISSUES/RISKS (for department/industry) <ol style="list-style-type: none">1. Impact of MGA changes2. Communication – staying current3. Low voter turn out
--	---

DEPARTMENT OVERVIEW – FINANCE AND ADMINISTRATION

The Finance and Administration Department is comprised of three distinct areas: Finance, Information Technology and Town Office Administration.

Mission: Finance and Administration is dedicated to providing quality customer service to our community, Council and Town employees and contractors.

DEPARTMENT PRIORITIES – FINANCE AND ADMINISTRATION

2017

1. Establish reserve policy and procedures
2. Implement Questica software
3. Assist CAO and Legislative Services to carry out 2017 General Municipal Election

2018

1. Assist HR department to complete comprehensive salary & benefit review
2. Complete three year operating budget (2019-2021) & five year capital budget (2019-2023)
3. Review and update policies & procedures affecting Corporate Services

2019

•

2020

•

2021

•

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

2017 STRATEGY (To achieve priorities)

1. Review current policies & procedures of Town and other municipalities to assist in developing new reserve policy and procedures
2. Undertake Questica training to assist in converting 2017 & 2018 operating budgets from excel to Questica
3. Complete training for Returning Officers to carry out 2017 General Election

ACTIONS (To get priorities done)

1. Update reserve policies & procedures for Council approval
2. Convert 2017 & 2018 operating budgets into Questica. Provide training to managers in the use of Questica
3. Assist CAO and Legislative Services to prepare election packages and carry out 2017 General election

2018 STRATEGY (To achieve priorities)

1. Assist Human Resources to complete in-house review of salary & benefits
2. Using Questica develop 3 year operating budget & update 5 year capital budget
3. Update policies, starting with those older than three years, affecting Finance and Administration

ACTIONS (To get priorities done)

1. Human Resource Coordinator to undertake comprehensive review of salary & benefits, utilizing a consultant when required
2. Commencing in the Spring of 2018 begin development of 3 year operating budget & 5 year capital budget concluding in December with approval of operating & capital budgets
3. Over 2018 update policies and procedures older than 3 years

DEPARTMENT OVERVIEW – HUMAN RESOURCES

The Human Resources Department is to support management and employees in meeting operational demands and achieving their strategic goals. Human Resources is comprised of two distinct roles: Human Resources and Payroll Administration. Human Resources supports 27 staff members and encompasses a full range of Human Resources services including: Recruitment and Selection, Onboarding, Policy and Procedures, Employee Engagement, Conflict Resolution, Compensation Design and Practice. Payroll administration provides Payroll, Pension and Benefits Administration to Town staff. Payroll administration also provides payroll services to the Sundre Municipal Library.

5 YEAR DEPARTMENT PRIORITIES

Provide leadership and direction in HR including organizational design and function

2017

1. HR: Employer of choice, Foster employee commitment and morale (engagement)
2. Payroll: Instill best practices to pay employees accurately, on time and in compliance with legislative requirements
3. Update Human Resources Policies and Procedures

2018

1. Compensation Review
2. Benefit Review
3. Employee recognition program
4. LAPP Session
5. Annual Staff Meeting – (if directed by CAO)

2019

1. Review and update HR Policies
- 2.
- 3.

2020

1. Safety, OH&S Administrator position
2. Payroll Administrator position

2021

1. Review, update or create HR Policies

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

STRATEGY (To achieve priorities) – 2017

1. Employer of Choice

- Ensure Compensation, Benefits and Culture will make working at the Town of Sundre attractive and an Employer of choice. Becoming an employer of choice means that applicants are eager to work for you, that people envy your employees, that you receive unsolicited resumes, and that your most talented workers stay with the company throughout their careers.
- Trusted relationships exist between HR and departments, based on communication, collaboration and transparency.

2. Payroll

- Ensure that payroll department is aware of any changes in legislation to stay current and compliant

ACTIONS (To get priorities done) – 2017

1. Employer of Choice

- Review and update HR policies to ensure best practices
- Review HR policies and procedures and with LT to ensure all departments have input.
- Prepare for 2018 Compensation and Benefit reviews
- Create Employee Engagement Surveys in January and December to gauge employee satisfaction
- Training to improve quality of work life balance and culture of employees, through workshops and webinars
- Promote work / family balance through webinars and workshops
- Promote Staff Training (Scholarship Program)

2. Payroll

- Attend webinar's focused on payroll legislation
- Subscribe to Provincial/Federal/Pension/ Benefit notifications
- Implement any payroll legislation changes

<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Compensation Review <ul style="list-style-type: none"> • Survey comparators for compensation Review 2. Group Benefit Review <ul style="list-style-type: none"> • Research Providers for quotes 3. Service Recognition Policy <ul style="list-style-type: none"> • Survey other Municipalities and compare there service recognition and review our recognition policy 4. Lapp Workshop <ul style="list-style-type: none"> • Provide LAPP workshop to inform employees about the pension 5. Annual Staff Meeting <ul style="list-style-type: none"> • Organize an agenda and activities 	<p>ACTIONS (To get priorities done) – 2018</p> <ol style="list-style-type: none"> 1. Compensation Review (Oct) <ul style="list-style-type: none"> • Compile statistical data on comparators for salary and job descriptions and present to SLT for consideration for 2019 2. Group Benefit Review (Oct) <ul style="list-style-type: none"> • Research providers and have them provide premiums rates and accept provider with the best rates for 2019 3. Service Recognition Policy (Dec) <ul style="list-style-type: none"> • Contact SMHRT and CAMHR groups to compare service recognition policies and revise if necessary 4. Lapp Workshop (April or September) <ul style="list-style-type: none"> • Arrange with APS a LAPP workshop (next one in 2021) 5. Annual Staff Meeting (April/May) <ul style="list-style-type: none"> • Incorporate Team Building Day activities (Next 2021) within a Annual Staff meeting event • Organize Annual General Meeting in April/May • Provide training / information session on a health and wellness topic • CAO to provide agenda items and direction • CAO to review strategic goals of Council •
<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none"> 1. Employee engagement and culture 2. Work life balance 3. Technology (Electronic Versus paper) 4. Reinventing performance reviews 	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none"> 1. Competitive compensation pressures 2. Out dated software to provide historical records or statistics 3. Limited talent in region that will relocate to Sundre

DEPARTMENT OVERVIEW – PLANNING & DEVELOPMENT

The Planning & Development Department provides policy, long range and current planning and development services to the community, stakeholders and developers while working closely with Economic Development, Community Services and Operational Services to create and maintain a sustainable community.

Mission: Consider quality of life and availability of infrastructure while facilitating long-term growth in a manner that creates a complete and sustainable community.

5 YEAR DEPARTMENT PRIORITIES

2017

1. Continue Land Use Bylaw Review and Update - include all relevant MGA updates
2. Create a Development Standards document to provide to applicants and potential developers
3. Create an Area Redevelopment Plan (ARP) for East side of Town
4. Create new Parks, Open Space and Trails Plan with assistance from the Department of Community Services
5. Oversee Municipal Reserve planning, design and construction project north of MVSH
6. Review Eagle Ridge ASP as per MGA and MDP requirements
 - Create new Safety Codes Contract – RFP and Tender package
 - Discuss long range strategy and financial plan for future new Town owned facilities
 - Create Road and Subdivision Naming Policy
 - Update MDP as required

2018

1. Work with Community Services on implementation of Parks, Open Space and Trails Plan in coordination with planning documents and landowners/developers
2. Finalize creation of ARP for the East side of Town
3. Create new IDP as per MGA requirements and update LUB to include all relevant MGA updates.
4. Create any new Planning processes as per MGA requirements.
5. Review Bearberry Creek ASP as per MGA and MDP requirements
 - Update MDP as required
 - Create basic framework for long range plan for future new Town owned facilities
 - Create 3-year Operating Budget (2019-2021)
 - Conduct Fee Comparison
 - Update MDP as required

2019	2020	2021
<ol style="list-style-type: none"> 1. Create new Offsite Levy Bylaw - include SE Industrial/Commercial area and all Town road upgrades as per MGA updates. 2. Update Bearberry Creek ASP 3. Update Eagle Ridge ASP 4. Finalize ICF and new IDP as per MGA requirements. 5. Collaborate with MVC on creation of new intermunicipal agreements 6. Continue Land Use Bylaw Review and Update - include all relevant MGA updates 7. Create long range plan for future new Town owned facilities <ul style="list-style-type: none"> • Assist Economic Development on Satellite Campus Feasibility and location Study if required 	<ol style="list-style-type: none"> 1. Undertake a complete review and update of the MDP 2. Undertake full update of LUB to align with updated MDP 3. Create Downtown and Corridor Area Redevelopment Plan to include landscape and architectural design requirements <ul style="list-style-type: none"> • Review Safety Codes Contract • Work with Economic Development on possible location for BIC 	<ol style="list-style-type: none"> 1. Create 3-year Operating Budget (2022-2024) 2. Complete Downtown and Corridor ARP 3. Finalize LUB update as required

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) - 2017</p> <ol style="list-style-type: none"> 1. Review sections of the Land Use Bylaw as daily work load permits and provide amendments to Council throughout the year on an ongoing basis until completed. 2. Work with CIMA on creation of new Development Standards document to include engineering and planning standards. 3. Hire consultant to create an ARP for the SE Industrial/Commercial area 4. Hire consultant to assist with the creation of the new Open Space and Trails Plan 	<p>ACTIONS (To get priorities done) - 2017</p> <ol style="list-style-type: none"> 1. Planning will block time in calendars to work on the Land Use Bylaw project as time permits. 2. Engage CIMA to collaborate on the creation of the new Development Standards document. 3. Create and tender an RFP to hire a planning and engineering consultant in Spring 2017. 4. Create and tender an RFP to hire a consultant in early 2017.
<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Determine which trails/open spaces will be created or renewed based on the new Plan in coordination with the MDP and development applications. 2. Complete the SE ARP 3. Work with MVC to create a new ICF and IDP as per the MGA requirements and update the LUB to implement all changes. 	<p>ACTIONS (To get priorities done) - 2018</p> <ol style="list-style-type: none"> 1. Review Plan, capital budget, development plans, planning documents and Town owned lands to finalize new trails etc 2. Work with the consultant to finalize the ARP and gain final approval from Council. 3. Hire a consultant to assist the Town with this project, undertake all back ground research, attend meetings and create new documents.

KEY TRENDS (for department/industry)	ISSUES/RISKS (for department/industry)
<ol style="list-style-type: none"> 1. Undertaking regular reviews of all planning documents to remain current with MGA and other provincial requirements 2. Undertake fiscally responsible and sustainable land use decisions. 3. Work as interdisciplinary teams with all other departments, Mountain View County and provincial agencies. 	<ol style="list-style-type: none"> 1. Outdated infrastructure, cannot handle increased growth. 2. Lack of up to date planning documents to ensure that development and growth is sustainable. 3. Lack of Town facility space for planning department to function efficiently, meet with applicants and residents, maintain confidentiality and to work on interdisciplinary projects with other departments.

DEPARTMENT OVERVIEW – ECONOMIC DEVELOPMENT

The Economic Development Department of the Town of Sundre provides professional support to retain and attract businesses, grow tourism and provides Business License services while working closely with the departments of Planning and Development, Community Services and Operational Services to create a sustainable community and an environment conducive to investment.

Mission: To augment the municipal tax base by facilitating business development activities and identifying opportunities for attracting new investment.

5 YEAR DEPARTMENT PRIORITIES

<p>2017</p> <ol style="list-style-type: none"> Broadband feasibility study - follow on from work done in 2016 Create framework and strategy for business attraction and tourism development Create Investment Promotion Plan in-house to identify and attract new investment into the Town Complete Way-finding Plan and continue installing new signs <ul style="list-style-type: none"> Conduct in-house research into demand for incubation centre and/or post-sec learning centre Review and update current Economic Development Policies and Procedures and create new ones where required 	<p>2018</p> <ol style="list-style-type: none"> Conduct commercial/ industrial recruitment meetings once 2017 marketing plan and documents are approved. Continue implementation of broadband development, as appropriate and necessary. Determine requirements for incubation centre and/or post-secondary learning centre if research deems viable <p>3. Create 3-year Operating Budget (2019-2021)</p> <ul style="list-style-type: none"> Install any final Wayfinding Signs as per Plan Conduct Business License Fee Comparison 	
<p>2019</p> <ol style="list-style-type: none"> Maintain, renew, and continue post-secondary partnerships. 	<p>2020</p> <ol style="list-style-type: none"> Work toward opening BIC if background research shows positive feasibility 	<p>2021</p> <ol style="list-style-type: none"> Create 3-year Operating Budget (2022-2024)

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) - 2017</p> <ol style="list-style-type: none"> Determine best option for Sundre of various broadband business models. Collect tourism data and research best practices for business attraction Develop marketing framework for tourism, resident, commercial and industrial development. Determine locations for new way-finding signage and complete draft Plan. 	<p>ACTIONS (To get priorities done) - 2017</p> <ol style="list-style-type: none"> Begin discussions with partners (private or public) and undertake public engagement process Gain tourism information from VIC and conduct an analysis to determine if the Town is receiving the best data possible, use best practices research as framework for developing a business attraction strategy Create marketing and advertising materials. Conduct site visits with planning, operations and community services to determine best locations for future signage and order new signs for 2017 installation
---	---

<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Business Investment and Attraction; use BIA priority pyramid. 2. If applicable: Secure construction of broadband and promote broadband and increase penetration to generate as much revenue for Town as possible. 3. Study revenue collection possibilities. 	<p>ACTIONS (To get priorities done) - 2018</p> <ol style="list-style-type: none"> 1. Develop target businesses; then develop leads; then narrow to prospects. Visit and pitch prospects for possible investment. 2. If applicable: Work with ISPs to market adoption of broadband; promote broadband as an economic development advantage. 3. Conduct research into viability of business incubation centre and/or post-secondary learning centre 3. Research other communities' revenue practices.
<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none"> 1. Downtown revitalization, destination development, and 'quality of place' improvements meant to improve look, function, feel, and ultimately culture of Town. 2. Business incubation centre development to assist with small business expansions. 3. "Smart-city" technology-based investments. 	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none"> 1. Lack of serviced or developed real estate (commercial; residential; affordable housing) 2. Lack of cultural amenities and other lifestyle attractions key to recruiting residents, workers, and visitors (i.e. for quality of life). 3. Provincial and regional collaboration and cooperation (i.e. for development of fibre optics; Highway; Foothills Lodge; Tourism)

DEPARTMENT OVERVIEW – COMMUNICATIONS DEPARTMENT

The Communications Department is responsible for maintaining the Municipality's corporate image. The department provides strategic communications counsel, public relations, advertising, media relations, issues management, stakeholder management, creative services, and web content development and management. It provides communication services during Emergency Operations Centre activations.

Mission: To provide excellent communications services that ensures that information relating to the Municipality is strategic, tied to organizational goals, and easily accessible to residents and employees.

5 YEAR DEPARTMENT PRIORITIES

<p>2017</p> <ol style="list-style-type: none"> Oversee functioning of Communications Plan and update as necessary Hire web designer to upgrade Town website in order to ensure that the organization is able to communicate in the best way with the community, region and larger area Look into feasibility of development of Communications Tools, as according to the Communications Plan <ul style="list-style-type: none"> Review and update current Communication Policies and Procedures and create new ones where required 	<p>2018</p> <ol style="list-style-type: none"> Create 3-year Operating Budget (2019-2021) Continue to implement upgrades to Town website where required Look into feasibility of development of Communications Tools, as according to the Communications Plan <ul style="list-style-type: none"> Research feasibility of creating a monthly Town newsletter for the community 	
<p>2019</p> <ol style="list-style-type: none"> Update Communications Plan as necessary Create monthly Town newsletter if feasible <ul style="list-style-type: none"> Additional priorities to be determined during 2018 Business Plan Review 	<p>2020</p> <ol style="list-style-type: none"> Review functioning of Town website to determine level of customer service being provided is adequate <ul style="list-style-type: none"> Additional priorities to be determined during 2018 Business Plan Review 	<p>2021</p> <ol style="list-style-type: none"> Create 3-year Operating Budget (2022-2024) <ul style="list-style-type: none"> Additional priorities to be determined during 2018 Business Plan Review

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) - 2017</p> <ol style="list-style-type: none"> Work with Department Heads to ensure compliance and functionality Modernize Town of Sundre homepage. Research communications tools to improve public information based on Comms Plan. 	<p>ACTIONS (To get priorities done) - 2017</p> <ol style="list-style-type: none"> Observe communications activity; meet with department heads to learn of their success with plan. Work with existing web designer and issue RFP to update the homepage; select applicant based on value and creativity. Seek out cost of camera; seek out cost of developing mobile app, etc.
<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> Investigate best practices. Ensure website upgrades to homepage continue and are effective. Research communications tools to improve public information based on Comms Plan. 	<p>ACTIONS (To get priorities done) - 2018</p> <ol style="list-style-type: none"> Prepare for ongoing implementation of Comms Plan and work into budget. Work with website designer where necessary. Seek out cost of implementing intranet; etc.

KEY TRENDS (for department/industry)	ISSUES/RISKS (for department/industry)
<ol style="list-style-type: none">1. Solutions deployed via Cloud or Hybrid, for fraction of development resources.2. Infographics, content creation, video and podcasting.3. Security sophistication to protect against hacking and security breaches.	<ol style="list-style-type: none">1. Online Security2. Lack of Feedback3. Language Barriers.

DEPARTMENT OVERVIEW – GAS

The **Gas Department** strives to safely supply and service residents and businesses with natural gas energy following a co-operative approach.

5 YEAR DEPARTMENT PRIORITIES

<p>2017</p> <ol style="list-style-type: none"> 1. Complete 269 meter recertification’s 2. Initiate GIS Mapping of all gas lines <ul style="list-style-type: none"> • Paint meter sets per code • Upgrade gas system for line heater to meet code 	<p>2018</p> <ol style="list-style-type: none"> 1. Complete 290 meter recertification’s 2. Prepare gas pipe change out plan for 2019 <ul style="list-style-type: none"> • Complete GIS mapping of all gas lines • Conduct leak survey 	
<p>2019</p> <ol style="list-style-type: none"> 1. Prepare for gas operator retirement (end of 2019) 2. Prepare gas pipe change out plan for 2020 3. Initiate/complete Foothills east gas supply project 	<p>2020</p> <ol style="list-style-type: none"> 1. Implement gas line heater replacement/upgrades if required 2. Complete gas piping replacements 3. Conduct leak survey 	<p>2021</p> <ol style="list-style-type: none"> 1. Complete required gas line heater requirements if required 2. Complete gas piping Replacements 3. Initiate/complete RMO pipe replacement capital project

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) - 2017</p> <ol style="list-style-type: none"> 1. Proper scheduling for all projects/tasks 2. GIS mapping for better design criteria 	<p>ACTIONS (To get priorities done) - 2017</p> <ol style="list-style-type: none"> 1. Weekly/monthly department progress reporting 2. Prioritize GIS in field schedule
<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Seasonal scheduling with gas department 2. Cost and planning for pipe replacements 	<p>ACTIONS (To get priorities done) - 2018</p> <ol style="list-style-type: none"> 1. Review task scheduling to allow for task completion 2. Create pre-construction drawings and as builds for pipe projects
<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none"> 1. Measurement Canada Requirements 2. CSA B149 And Municipal Affairs Code 3. Fed Gas Sustainability Guidelines 	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none"> 1. Aging pipeline infrastructure 2. Gas supply upgrade funding for increased demand 3. Pace of new development for gas supply

DEPARTMENT OVERVIEW – Roads

The Roads Department provides roads and sidewalks maintenance, storm water management, fleet management, and traffic signage

5 YEAR DEPARTMENT PRIORITIES

<p>2017</p> <ol style="list-style-type: none"> 1. Complete minor operational repairs of roads and sidewalks 2. Internal review of storm water system 3. Storm Water Bylaw <ul style="list-style-type: none"> • Centre Street North Revitalization capital project 	<p>2018</p> <ol style="list-style-type: none"> 1. Initiate and prioritize storm water system repairs within operational budget 2. Complete sidewalk repairs 3. Create new snow management update and level of service assessment plan 	
<p>2019</p> <ol style="list-style-type: none"> 1. Implement sidewalk repairs 2. Bearberry creek bridge repairs 3. GIS map of storm system <ul style="list-style-type: none"> • Old Town shop salt remediation • Concrete Swale repairs 	<p>2020</p> <ol style="list-style-type: none"> 1. Review of roads service levels 2. Review snow removal procedures/service levels <ul style="list-style-type: none"> • Phase 1 Main Ave West (10th to 7th) revitalization capital project 	<p>2021</p> <ol style="list-style-type: none"> 1. Review storm management plans and address issues. <ul style="list-style-type: none"> • Phase 2 Main Ave West (7th to 6th) revitalization capital project

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) -2017</p> <ol style="list-style-type: none"> 1. Strive for a clean safe road system 2. Provide expected service levels with fiscal responsibility 	<p>ACTIONS (To get priorities done) – 2017</p> <ol style="list-style-type: none"> 1. Continue road/sidewalk maintenance frequency with cost control 2. Communicate scheduled maintenance with public
<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Continue sidewalk repair of risks/end of life replacement 2. Provide safe seasonal roads and sidewalks 	<p>ACTIONS (To get priorities done) – 2018</p> <ol style="list-style-type: none"> 1. Utilize annual field level assessment program 2. Review previous seasonal maintenance schedules and adjust as necessary
<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none"> 1. Increased heavy haul route designated for HWY 27 by ATU 2. Adherence to government guidelines on snow storage 	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none"> 1. Aging roadways/potholes 2. Lack of heavy truck parking 3. Increased service area from development

DEPARTMENT OVERVIEW – Solid Waste

The Solid Waste Management provides contracted service for the collection of solid waste and compost materials as well as providing recycling for the town residents and businesses.

5 YEAR DEPARTMENT PRIORITIES

2017		2018	
<ol style="list-style-type: none"> 1. Review Solid Waste Management Practices 2. Collaborate with MVC to develop a regional recycle management plan 		<ol style="list-style-type: none"> 1. Implement actions from MVC recycle management plan 2. Implement actions from Solid Waste Management Practices 	
2019	2020	2021	
<ol style="list-style-type: none"> 1. Review reductions in waste and cost analysis 2. Review implemented actions from MVC 2018 plan 	<ol style="list-style-type: none"> 1. Review reductions in waste and cost analysis 2. Review implemented actions from MVC 2018 plan 	<ol style="list-style-type: none"> 1. Continue service and adjust 2. Needs/budget as required 3. Review contract utilizing service levels, concerns and costs 	

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

STRATEGY (To achieve priorities) - 2017	ACTIONS (To get priorities done) - 2017
<ol style="list-style-type: none"> 1. Engage with the public and educate on recycling and solid waste trends 2. Initiate review process with MVC 	<ol style="list-style-type: none"> 1. Monitor concerns/issues from customers 2. Develop budget analysis from review
STRATEGY (To achieve priorities) - 2018	ACTIONS (To get priorities done) - 2018
<ol style="list-style-type: none"> 1. Communication of implemented MVC actions 	<ol style="list-style-type: none"> 1. Collaborate with EC DEV for public communication protocol of MVC actions
KEY TRENDS (for department/industry)	ISSUES/RISKS (for department/industry)
<ol style="list-style-type: none"> 1. Curb side recycling 2. Sustainable clean recycle center 	<ol style="list-style-type: none"> 1. Review of waste contractor operation and costs 2. Service availability for new developments

DEPARTMENT OVERVIEW – FIRE SERVICES

The Fire Services Department consists of 32 volunteer firefighters including a Fire Chief and Officers responding to an average of 200 calls per year. The department, in conjunction with the Sundre High School, is host to a Junior Program. The Fire Department responds to a wide variety of emergencies in both urban and rural communities as well as, but not limited to, rescues for Swift Water, Ice, Back County and ATV. Sundre response area is approximately 1500 square miles and includes Mountain View County, Clearwater County as well as the MD of Bighorn.

5 YEAR DEPARTMENT PRIORITIES

2017

1. Fire Smart – Community Education & Clean up
2. Training Facility – Finalize set up
3. Safety Codes Program
4. Recruitment & Retention
5. Future new Firehall discussion

2018

1. Fire Smart – Community Education and Clean up
2. Safety Codes Program
3. Recruitment and Retention
4. Create a 3 year Operating Budget (2019-2021)
5. Future new Firehall planning

2019

1. Fire Smart – Community Education and Clean up
2. Spec out new trailer
3. Recruitment & Retention
4. Future new Firehall design and determine costs and budget

2020

1. Fire Smart – Community Education and Clean up
2. Start to spec out new pumper
3. Recruitment & Retention

2021

1. Fire Smart – Community Education and Clean up
2. Recruitment & Retention

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

STRATEGY (To achieve priorities) - 2017

1. Educate and motivate the Community
2. Prepare site to complete training grounds
3. Officers take/complete SCO Course
3. Motivational Training
4. Find adequate additional space for Units, gear and breathing air compressor

ACTIONS (To get priorities done) - 2017

1. FRIAA grant for funding Project funding
2. Look for donations or in kind for labor/materials for concrete pad and any ground prep required
3. Take Safety Codes Course
3. Train Officers on how to communicate to motivate
4. Work together (town & county) // Possible ACP Grant for collaboration grant

STRATEGY (To achieve priorities) - 2018

1. FRIAA grant for project funding
- 2.
- 3.

ACTIONS (To get priorities done) - 2018

1. FRIAA grant for project funding
- 2.
- 3.

KEY TRENDS (for department/industry)

1. Newer Technology with larger more effective equipment
2. Younger /fewer volunteers. Older experienced volunteers retiring
- 3.

ISSUES/RISKS (for department/industry)

1. Large area to cover for volunteers
2. Fewer volunteers available and inexperienced
3. New Firehall needed in new location in the future

DEPARTMENT OVERVIEW – COMMUNITY SERVICES

The Community Services Department: Supports active, healthy living through the effective provision of services and facilities. The department is the primary point of engagement with the community in all matters relating to recreation, parks and the use of Town owned indoor and outdoor facilities. The department is responsible for ensuring that all facilities are planned, designed and used to their fullest potential, generating appropriate revenues to help offset the cost of these facilities to taxpayers and that they are maintained to a high standard for optimum public use and enjoyment.

Mission: The quality of our equipment, facilities, both indoor and outdoor, and our workmanship, reflects the quality of life and safety we provide to our staff, residents and visitors

5 YEAR DEPARTMENT PRIORITIES

2017

1. Create Facilities Maintenance Plan for all indoor and outdoor Town owned facilities
2. Carry out repairs and maintenance to all Town owned facilities as per operating and capital budget approval
3. Undertake a full cost and service analysis on the Arena
4. Assist the Planning and Development department to create a new Parks, Open Space and Trails Plan
 - Focus on providing a higher quality of customer service
 - Review and update current Community Services Policies and Procedures and create new Community Services Policies and Procedures where needed

2018

1. Conduct Fees and Rates Review
2. Implement Facilities Maintenance Plan as per approved Operating and Capital budgets
3. Assist the Planning and Development department with the future implementation of Parks, Open Space and Trails Plan if approved by Council
3. Create 3 year Operating Budget (2019-2021)
 - Focus on maximizing facility lease space
 - Focus on continuing to provide a high quality of customer service
 - Complete the review and update of current Community Services Policies and Procedures and create new Community Services Policies and Procedures where needed

2019

1. Conduct organizational review of Master Recreation Plan
2. Additional Priorities to be determined during 2018 Business Plan Review

2020

1. Conduct Fees and Rate Review
2. Additional Priorities to be determined during 2018 Business Plan Review

2021

1. Create 3 year Operating Budget (2022-2024)
2. Additional Priorities to be determined during 2018 Business Plan Review

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) – 2017</p> <ol style="list-style-type: none"> 1. Identify Town of Sundre indoor and outdoor facilities maintenance requirements 2. Hire a consultant to create a new Open Space and Trails Plan to be approved in 2017. 3. Summarize the Global Property Facilities Inspection Report into operating and capital repair/replacement for the 2017-18 budget 	<p>ACTIONS (To get priorities done) - 2017</p> <ol style="list-style-type: none"> 1. Work with Global Property Inspection Report, Town staff to determine immediate facility operating and cap-x repairs and prepare a regular maintenance schedule 2. Create an RFP to hire a consultant in early 2017 and gather all background materials required. 3. Work with staff to place all facilities repairs on a production/maintenance schedule. Follow-up to ensure staff has carryout the maintenance or repair and contractors are schedule to complete work on time and within the approve time etc
<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Conduct a Community Services rate and marketing analysis in our catchment area (MVC and surrounding communities) 2. Work with the Planning department to determine steps in implementing the Parks, Open Space and Trails Plan 3. Work with Town staff, contractors and residents to forecast and plan the future Community Services revenue, expense & capital budgets 	<p>ACTIONS (To get priorities done) - 2018</p> <ol style="list-style-type: none"> 1. Community Services Assistant will complete a market competitive analysis on municipal facility rental rates at the end of 2017 2. To be determined based on the contents of the final Plan 3. Involve Town staff, residents & contractors in the budget building and planning process. The Community Services Manager will look at previous budget trends, forecasted facility and program revenue and expenses to help determine budget
<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none"> 1. Increased need and demand for spontaneous and structured recreation opportunities (Off-Leash Dog Park & Walking Trails etc) 2. Multi-use facilities that provide opportunities for the whole family in one visit (one stop family recreation opportunities) 3. Decrease in youth ice hockey participation and increase participation in team sports such as soccer, lacrosse etc 	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none"> 1. Aging Infrastructure and new codes and regulations 2. Working alone 3. Shift work 4. Lack of revenues from the arena with increasing operating and capital costs for this facility

DEPARTMENT OVERVIEW – BYLAW/ PEACE OFFICER & ANIMAL CONTROL

The Bylaw/Peace Officer and Animal Control Department is responsible for the fair and equitable enforcement of provincial acts and regulations as well as municipal bylaws including animal control within the boundaries of the Town and surrounding areas as requested or encountered.

5 YEAR DEPARTMENT PRIORITIES

2017

1. Provide courses / classes to educate public on Bylaws, and Animal Issues
2. Increase web / social media information to public
3. Review and update Traffic Bylaw
4. Create new Water Conservation Bylaw
5. Participate in discussions on future new multi-purpose Fire Hall and Protective Services site

2018

1. Evaluate the need for CPO or Bylaw Officer
2. Review new and Additional Equipment to increase officer safety and productivity.
3. Participate in discussions on future new multi-purpose Fire Hall and Protective Services site

2019

1. Review Peace Officer and Bylaw Policies
2. Review / update Unsightly Bylaw
3. Participate in Protective services site design discussions

2020

1. Review and update _____ Bylaw
2. EVOC training (Emergency Driving)
- 3.

2021

1. Bylaw Service review
2. Review and update _____ Bylaw
- 3.

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

STRATEGY (To achieve priorities) - 2017

1. Open house / free info session / courses
2. Get information to the Communications Dept for publishing on town web site and social media.
3. Review and update Traffic Bylaw

ACTIONS (To get priorities done) - 2017

1. Provide courses / classes to educate public on Bylaws, and Animal Issues
2. Prepare presentations, newsletters, material for social media
3. Review bylaw effectiveness, compare to other municipalities, create new / updated bylaw

STRATEGY (To achieve priorities) - 2018

1. Review levels of service
2. Research available vehicles and latest equipment available.

ACTIONS (To get priorities done) - 2018

1. Compare stats over the last 3 -5 yrs. Show productivity, compare current demands on service to the service available.
2. Obtain quotes for new / replacement equipment and purchase

KEY TRENDS (for department/industry)

1. Increase in resistance from contacts.
2. Time spent on other projects effects proactive patrols and traffic enforcement.
3. Increased media and social media attention during events.

ISSUES/RISKS (for department/industry)

1. Officer Safety issues continue to rise across the country. Training and new equipment must be implemented to give officers the best chance of surviving an incident.
2. Anti – Law Enforcement movements gaining ground and media attention.
3. Location of Bylaw /Peace Officer department is not visible to residents, tourists or the general public

DEPARTMENT OVERVIEW – EMERGENCY MANAGEMENT

The Department of Emergency Management is responsible for creating emergency management plans, encompassing the five phases of emergency management: prevention, mitigation, preparation, response and recover. Additionally, they manage and coordinate all emergency management training and exercises, set-up and maintain an Emergency Operations Center and create strategic relationships with community, industry, organization and government strategies.

5 YEAR DEPARTMENT PRIORITIES

2017

1. Further Staff Training in Emergency Management
 2. Provide courses / classes to educate public on Disaster Preparedness
 3. Review and update Emergency Management Plan as required
 4. Incorporate Flood mitigation / Fire Smart strategies into future town development.
- Look at obtaining a SAT Phone

2018

1. Complete train the trainer courses for BEM, ICS100.
2. Investigate need for Boat Launch on RDR
3. Investigate Mass Notification Systems (Siren?)

2019

1. Plan for EOC relocation
2. Complete train the trainer courses for 200 & 300 levels of ICS
3. Review Hazard Assessment

2020

1. Become the primary provider of EM training for central Alberta
- 2.
3. Complete train the trainer ICS 400

2021

- 1.
- 2.
- 3.

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

STRATEGY (To achieve priorities) - 2017

1. Provide ICS Training (ICS 400 for DEM and DDEM)
2. Open house / free info session / courses.
3. Meet with Planning and the county regarding new developments.

ACTIONS (To get priorities done) - 2017

1. Arrange for ICS – 300 course for staff
2. Prepare presentations, newsletters, material for social media
3. Work with Planning and the County to ensure any new development in and around Sundre contributes to flood and fire hazard protection.

STRATEGY (To achieve priorities) - 2018

1. Obtain ICS train the trainer certification.
2. Investigate locations and criteria for a boat launch on the Red Deer River
3. Research Mass Notification Alert

ACTIONS (To get priorities done) - 2018

1. Attend ICS train the trainer courses.
2. Plan, Gain authorization and seek possible grants for boat launch along RDR in Sundre.
3. Research Loud Speaker / Siren to alert residence to check Emergency Messages / Town Web Site / Emergency Alert

<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none">1. Increased need for community preparedness in EM2. Increase in Severe Weather Events3. Increased media and social media attention during events.	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none">1. Sundre has been primarily reactive to emergencies in the past. Events can be better handled and recovery times reduced by increasing preparedness.2. Red Deer River Flooding. Struggle for viable solutions.3. EOC location
---	---

DEPARTMENT OVERVIEW – Water and Wastewater

The Water and Waste Water Department is responsible for the treatment and distribution of safe drinking water and the proper collection of wastewater for residents, businesses and fire protection.

5 YEAR DEPARTMENT PRIORITIES

<p>2017</p> <ol style="list-style-type: none"> 1. Continue water main leak locating/repair 2. Initiate waste water infiltration investigation project 3. Initiate GIS mapping of water/wastewater system 		<p>2018</p> <ol style="list-style-type: none"> 1. Implement actions from engineering infiltration recommendations 2. Continue water main leak locating/repair 3. Continue GIS mapping of system <ul style="list-style-type: none"> • 2nd Ave NW main replacement • Underground lift station upgrade • Replace W/WW mains 5th Ave from Centre St to 2nd St 	
<p>2019</p> <ol style="list-style-type: none"> 1. Replace W/WW mains services on 2nd St from 5th-6th Ave NE 2. Well #4 power gen upgrade 	<p>2020 *****</p> <ol style="list-style-type: none"> 1. Review status of past 4 year DWSP annual reports 2. Lagoon upgrades 	<p>2021</p> <ol style="list-style-type: none"> 1. Review state of water leak reduction program by operation 2. Replace services on 1st St from 5th-6th 	

2017 & 2018 DEPARTMENT STRATEGIES & ACTIONS

<p>STRATEGY (To achieve priorities) - 2017</p> <ol style="list-style-type: none"> 1. Accurate reporting of repairs 2. Cost effective repairs 3. Accurate system mapping 	<p>ACTIONS (To get priorities done) - 2017</p> <ol style="list-style-type: none"> 1. Communicate field reports with engineering and location mapping of repairs 2. Create decision tree to prioritize repairs to capital/operation levels 3. Create priority assessment for infiltration reduction
<p>STRATEGY (To achieve priorities) - 2018</p> <ol style="list-style-type: none"> 1. Accurate reporting of repairs 2. Cost effective repairs 3. Accurate system mapping 	<p>ACTIONS (To get priorities done) - 2018</p> <ol style="list-style-type: none"> 1. Continue clear Communication of field reports with engineering and location mapping of repairs 2. Utilize decision tree to prioritize repairs to capital/operation levels 3. Utilize priority assessment for infiltration reduction
<p>KEY TRENDS (for department/industry)</p> <ol style="list-style-type: none"> 1. Adherence to government approvals 2. Work as interdisciplinary teams with other departments 3. Collaborate with consultants 	<p>ISSUES/RISKS (for department/industry)</p> <ol style="list-style-type: none"> 1. Aging water/wastewater mains and changing government requirements for system and certifications 2. Increased requirements of water treatment plant system