AGENDA
COMMITTEE OF THE WHOLE
Meeting
4:00 PM - June 28, 2022
Committee Room, Hinton Government Centre

1. ORDER

The Town of Hinton respectfully acknowledges that it is located on Treaty 6 Territory and Métis Nation Region No. 4. These are the traditional territories and ancestral lands of Indigenous Peoples including the Plains Cree First Nations, Aseniwuche Winewak Rocky Mountain First Nations, Stoney, Tsuu T'ina, Nakota, Denesuline, Saulteaux, Mountain Métis, Michif, and many other communities that continue to enrich the land on which the Town of Hinton was established.

With this sentiment,

1.1 Call to Order

2. ADOPTION OF AGENDA

2.1 Committee of the Whole Agenda

3. CITIZENS "MINUTE WITH COUNCIL"

4. DELEGATIONS AND PRESENTATIONS

5. REPORTS FROM ADMINISTRATION

   5.1 Town of Hinton Library Board Draft Contract for Services

   5.2 2011 International Solid Waste Truck

6. REPORTING

   6.1 Council Reports
      • Boards and Committees of Council

   6.2 Chief Administrative Officer
      • Reporting
      • Status Report
      • Council Action Pending List
      • Council Action Complete List

7. CLOSED SESSION

Section 197(2) of the Municipal Government Act specifies that a council may close all or part of a meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of FOIP. The exceptions include matters where disclosures could be harmful to personal privacy,
individual or public safety, law enforcement, intergovernmental relations, or economic or other interests. No bylaw or resolution can be passed at a closed meeting except a resolution to revert to the open council meeting in public or to recess.

8. **ADJOURNMENT**

8.1 Adjournment
TOWN OF HINTON
Administrative Report

☒ DIRECTION REQUEST ☐ REQUEST FOR DECISION ☐ INFORMATION ITEM

DATE: Committee of the Whole Meeting of June 28, 2022
PRESENTED BY: Laura Howarth, Director of Community Services
RE: TOWN OF HINTON LIBRARY BOARD DRAFT CONTRACT FOR SERVICES

Recommended Action

That Committee direct Administration to bring the Town of Hinton Library Board Contract for Services Agreement, as presented, to the July 19, 2022, Regular Council Meeting for decision.

Background

The Letter of Understanding (LOU), established on September 29, 2016, between the Town of Hinton and the (Town of) Hinton Library Board (HLB) sought to clarify and formalize their relationship, express a shared spirit of cooperation and open communication, as well as preserve the corporate identity and autonomy of each governing body.

The LOU was updated on March 1, 2021 (see Attachment 1) and expressed the intent of both parties to establish a Contract for Services Agreement that would replace the LOU and align with legislative requirements; a draft was completed in November 2021. The delay in receiving feedback from the provincial Public Library Services Branch required an expiration extension of the LOU to June 30, 2022. To allow for the review and approval by Council, a further expiration extension to August 31, 2022, has been mutually agreed upon.

Town Council and the HLB participated in a joint meeting on May 25, 2022, where the parties reviewed the proposed Contract for Services Agreement (see Attachment 2). The document had been created with input and review from the following:

✓ Town of Hinton Library Board (2020/2021 term and 2021/2022 term) and Library Manager
✓ Public Library Services Branch – Municipal Affairs
✓ Town of Hinton Administration (Community Services, Corporate Services, Finance, Human Resources, Legislative Services, Communications, Health & Safety, Maintenance Services)
✓ Legal Counsel (Safety, Human Resource, and Municipal specialties)

Analysis

The Draft Contract for Services Agreement reflects the services and supports that have been historically provided to the Library by the Town of Hinton; no new services have been requested or added. The Draft Agreement (Option 1) addresses and satisfies critical requirements such as those required by the Canada Revenue Agency, Workers Compensation Board, Occupational Health & Safety, Collective Agreement with Unifor, Municipal Government Act, and Libraries Act.
Proposed amendments to the Draft Agreement (Option 2) would be presented to the Hinton Municipal Library Board for their consideration and approval at a special meeting (as they do not convene in July/August and their next regular meeting is September 26, 2022). Any substantial amendments may also require additional provincial review and/or legal counsel.

### Implications of Decision

#### Financial Implications

<table>
<thead>
<tr>
<th>Items</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cost/Implications</td>
<td>$0</td>
</tr>
<tr>
<td>Capital Cost</td>
<td>$0</td>
</tr>
<tr>
<td>Budget Available</td>
<td>None</td>
</tr>
<tr>
<td>Source of Funds</td>
<td>None</td>
</tr>
<tr>
<td>Unbudgeted Costs</td>
<td>None</td>
</tr>
</tbody>
</table>

#### Level of Service Implications

None

#### Public Engagement

None

#### Communications

None

#### Risk / Liability

None

#### Legislative Implications

<table>
<thead>
<tr>
<th>Conforms with:</th>
<th>Yes/No/N/A</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council’s Strategic Plan</td>
<td>Yes</td>
<td>Principles include Customer Service, Collaboration, Solution Focused, and Sustainable.</td>
</tr>
<tr>
<td>Community Sustainability Plan</td>
<td>N/A</td>
<td>None</td>
</tr>
<tr>
<td>Municipal Policies or Bylaws</td>
<td>Yes</td>
<td>Bylaw No. 1105 Establishing the Town of Hinton Library Board.</td>
</tr>
<tr>
<td>Provincial Laws or MGA</td>
<td>N/A</td>
<td>None</td>
</tr>
</tbody>
</table>

#### Options / Alternatives

1. That Committee direct Administration to bring the Town of Hinton Library Board Contract for Services Agreement, as presented, to the July 19, 2022, Regular Council Meeting for decision.

2. That Committee direct Administration to have the Town of Hinton Library Board Contract for Services Agreement, as amended by Committee, reviewed by any necessary parties, and bring the Agreement to a Regular Council Meeting for decision before August 31, 2022.

#### Attachment(s)

1. Letter of Understanding 2021 (new expiration extended August 31, 2022)
2. Draft Contract for Services Agreement
LETTER OF UNDERSTANDING

This Agreement made in duplicate

The 15th day of March 2021

BETWEEN:

THE TOWN OF HINTON

In the Province of Alberta

(hereinafter referred to as the "Town")

And

THE TOWN OF HINTON LIBRARY BOARD

(hereinafter referred to as the "Board")
The Town of Hinton (the "Town") and the Town of Hinton Library Board (the "Board") seek to clarify and formalize their relationship. As such, the Town and the Board associate in a spirit of cooperation and open communication while preserving their individual corporate identities, to provide maximum benefit to the community and region.

WHEREAS the Town and the Board understand that:

- The municipal library board is a corporation known as the Town of Hinton Library Board (the 'Board');
- Members of the Board are appointed by Council to provide comprehensive and efficient library service to the community;
- The Libraries Act and Libraries Regulation govern the provision of library services within a municipality;
- Benefits to the community and region are greatest when the Town and the Board work cooperatively to maximize the use of available resources;
- The Town provides services to the Board which are unique to their relationship as outlined in this Letter of Understanding;

AND WHEREAS there are areas which require flexibility and cooperation from both parties;

NOW THEREFORE the Town and the Board agree that:

LEGISLATIVE

1. Their relationship is governed by the Libraries Act and Libraries Regulation of the Province of Alberta, and the parties further acknowledge the required compliance the Town has with:

   a. the Municipal Government Act of the Province of Alberta;
   b. the Collective Agreement between the Town of Hinton and Unifor Local 855; and
   c. any other legislative policies and regulations of applicable governing bodies.

HUMAN RESOURCES

2. All employees of the Library, including the Library Services Manager, are employees of the Board. The Town will be considered the employer for the purposes of maintaining payment of wages, salaries, and benefits to the employees and will make and remit all payroll deductions and employer contributions that are required by law including but not limited to Worker's Compensation.
3. Employees of the Library shall report as follows:
   
a. The Library Services Manager will report to and take direction from the Board.
   
b. All other employees of the Library report to and take direction from the Library Services Manager.

4. The Board is responsible for the employment of the Library Services Manager, including decisions related to recruitment, hiring, supervising, evaluating, terminating, and the like. The Board may utilize the Town’s Human Resources and management team for advice and guidance and agrees to abide by the Town’s Human Resources policies and procedures to the extent they are applicable.

5. The Board will contribute input to and follow the Town’s Salary Grid and benefits packages and will pay costs incurred therein.

6. Internal complaints should first be made directly to the Library Services Manager. Failing satisfactory resolution, Human Resources will work with the Library Services Manager, or a Board member appointed by the Board, while keeping the Director of Community Services fully informed, to determine if further investigation or action is required.

7. In the event a formal Grievance is presented to the Library Services Manager, the Human Resources Manager will be notified by the Library Services Manager as soon as possible and, in any event, prior to a response being given in writing to the Union. If the Grievance is not resolved at Step 1, the Director of Community Services will be notified and in consultation with the Human Resources Manager, will proceed with the Grievance process from Step 2 forward.

8. Internal complaints investigated by Human Resources will be reported directly to the Board by the Human Resources Manager and Director of Community Services or their designates; as well as the Library Services Manager, where the Library Services Manager is not the subject of the investigation.

HEALTH & SAFETY

9. The day-to-day control over the work site, processes and procedures is vested in the Board. In lieu of the Board creating and implementing their own Health & Safety Management Program, all Board Members and Library employees will abide by and uphold the Town's Health & Safety Management Program. As such, responsibility for the health and safety of the Board and Library staff is shared between the Board and the Town.

10. Where processes and procedures between the Town and Library do not fully align, the Library Board will ensure the Library Services Manager implements and complies with both parties' requirements to the extent possible, as follows:
a. The Library Services Manager will ensure the Library staff comply with the safety requirements of the Town and Library.

b. The Library Services Manager may work directly with the Town’s Health & Safety Coordinator to achieve alignment or meet both parties’ requirements.

c. The Board and Library Services Manager may seek support from the Director of Community Services to achieve alignment or meet both parties’ requirements.

11. The Library will indemnify and save harmless the Town from any losses suffered by the Town connected with the services provided by the Library employees except in relation to acts performed on the express direction of the Town.

FACILITIES & MAINTENANCE

12. The Town will provide the Board with a facility, the Library Building, in which library business may be conducted for the provision of library services and programs to the community. The Library Building is wholly owned by the Town.

13. The Town will ensure that costs associated with operating the facility, such as custodial services, maintenance services, and utilities are included in the Town’s annual budget and acknowledged by both parties as support for Library Services.

14. The Board will receive quarterly facility reports, including related financial updates, from the Library Services Manager during a public meeting of the Board. The provision of the reports will be supported by the Town’s Maintenance Services Supervisor, Accounting Supervisor, or Director of Community Services.

15. The Board and Library Services Manager will ensure that the Library Building is occupied and utilized in a safe and respectful manner to maximize the lifecycle of the building and its components.

COMMUNICATIONS

16. Political link

   a. The formal communication link is between the Town Mayor and the Board Chair.
   b. An informal link occurs between Board members at large and Town Councillors.
   c. A special link exists in a Council member appointed to serve as a Board member, in that that individual may be expected to report to Town Council on Library matters and to the Board on Town Council matters affecting Library operation.
   d. Town Council and the Board will meet as required for discussion of budget, planning, and other matters of mutual concern.
17. Service link

a. Library related inquiries and comments from the public that are received by the Town will be forwarded directly to the Library Board and Library Services Manager.

b. Similarly, the Board and Library staff will direct questions pertaining to Town services and operations to the Town Chief Administrative Officer and Director of Community Services.

18. Administrative link

a. The Administrative liaison link for information sharing between the Library and the Town is between the Library Services Manager and the Director of Community Services, respectively. In general, communications may be delegated to designated employees in either organization when situations warrant.

b. To facilitate communications, the Library Services Manager (or designate) may be invited to attend meetings with Town personnel. Similarly, the Director of Community Services (or designate) may be invited to attend Board meetings and/or meetings with Library personnel.

c. Library matters that require Town Council consideration, either at a Standing Committee Meeting, Regular Meeting of Council, or Special Meeting of Council, are conveyed to the Director of Community Services who arranges for their addition to the meeting agenda. The Board may make representation directly to Town Council as a duly constituted delegation. Results of Council deliberations on Library matters are routinely communicated to the Library Services Manager by the Director of Community Services, notwithstanding the political link.

d. Matters that require Board consideration at a Regular or Special Meeting of the Board are conveyed to the Library Services Manager who arranges for their addition to the meeting agenda. Results of Board deliberations are communicated by the Library Services Manager to the Director of Community Services for distribution as required.

MUNICIPAL APPROPRIATION

19. As per the Libraries Act, the Board will annually request from Town Council an appropriation for the purpose of delivering library services and programs to the community.

20. The Board and Library Services Manager will prepare the Library’s annual budget proposal in accordance with the Town’s budget process, including deadline dates (in addition to Section 8 of the Libraries Act), established by Town Council to facilitate budget deliberations and approval. At all times, the Chief Administrative Officer (or designate) shall keep the Library Services Manager apprised of developments in the processes.
21. During the budget process, the Town's Chief Administrative Officer (or designate) will convey, in writing, to the Library Services Manager the estimated amounts for insurance, audit fees, Workers Compensation Board costs, wage, salary, benefit or other costs related to Library staff incurred by the Town (including those arising from any claims made against the Town) and any other costs impacting the Library's budget.

   a. In addition, amounts may be submitted to the Library Services Manager for items which the Town elects to show as costs it incurs relevant to the facility or services rendered.
   b. These additional items will be recorded in the Library's Expenditures and in Revenue as "grant-in-kind for charge backs," and will not impact the Library's budget and municipal appropriation request.

22. The Board will determine the amount of the appropriation request according to the perceived library needs of the community, the considered level of service to meet these needs, and the type and quantity of resources required to achieve the desired level of service as outlined in the Board-approved Plan of Service.

23. The Board's request for funding from the Town will include operating, capital, and one-time project funds.

24. On behalf of the Board, the Library Services Manager will convey, in writing, to the Chief Administrative Officer (or designate) the amount of the appropriation that will be requested by the Board according to the established budget process deadline dates.

25. The Board will consult with the Town Administration during the Town's annual budget process, to ensure adequate funding is identified to provide a level of library service expected by the community.

26. The Board will present annually the Library's budget to Town Council with the format of presentation determined by the Board.

   a. Within the presentation package, the Board will identify the municipal appropriation being requested from Town Council.

27. In response to the Board's request, Town Council will provide an annual municipal appropriation to the Library intended to maximize benefit to the community.

   a. Upon final Town Budget approval, and a municipal appropriation being allocated to the Library, Town Council will provide formal correspondence to the Board specifying the amount of the approved municipal appropriation; and where it is more or less than what was requested by the Board, an explanation will be provided.
b. Town Council and the Board will work together to achieve maximum levels of funding from supplementary sources, such as provincial library grants based on matching funds.

c. In addition to an annual appropriation, Council may allocate special grants for various purposes, such as exceptional purchases and special events.

28. Nothing in this Agreement shall require the Town to make any appropriation or otherwise influence the discretion of the Town's Council to approve or deny any funding requested by the Board, including special grants.

29. Once the annual municipal appropriation has been made by Town Council, the Board has the sole authority to allocate use of the funds in accordance with the Libraries Act.

BUDGET MANAGEMENT & REPORTING

30. The Town will provide the Board, through the Library Services Manager, with electronic access to or hard copies of monthly operational budget transactions and reports in accordance with the Board's meeting timelines and as otherwise required or requested by the Board.

31. The Town will provide the Board, through the Library Services Manager, with electronic access to or hard copies of monthly capital budget transactions, reserve balances and reports in accordance with the Board's meeting timelines and as otherwise required or requested by the Board.

32. The Board, through the Library Services Manager, will provide the Town with reporting variances, quarterly projection summaries, and other financial reporting information as requested by Town Administration to inform Town Council of overall operating, capital, and one-time project statuses.

POLICY & PROCEDURE COMPLIANCE

33. The Board will comply with Town policies and procedures to:

   a. assist in the mitigation of risk and liability carried by the Town;
   b. assist the Town in complying with its governing legislation and other requirements;
      and
   c. assist in matters related to the management and governance of the Library by the Board.

34. Accounting and payroll services required by the Board, including but not limited to record keeping, accounts payable and receivable, and timesheet reporting are provided to the Board by the Town. The Board agrees to abide by Town accounting practices and procedures, including audits (while also complying with applicable legislation), and retention of records.
GENERAL

35. All Library facilities, furnishings, capital equipment, and other holdings are adequately insured under the Town’s insurance policies. Costs of such insurances are included as expenditures in the Library budget.

36. The meeting room is considered part of the Library Building and Library staff will administer the rental of this space. Rental rates are set by the Board, and revenues from room rental bookings are retained by the Library.

37. The Library staff may participate in Town functions (e.g. Town Christmas Party), Town meetings (e.g. Community Services Manager’s Meetings, Leadership Team Meetings), Town programs, Town training, special committees, and other special functions.

38. The Board may choose to collaborate and participate in joint advertising, public relations, and promotional efforts with the Town.

TERMS AND TERMINATION

39. The Board will initiate the establishment of a Contract for Service(s) no later than December 31, 2021 that:

   a. is intended to replace this Letter of Understanding; and
   b. maximizes the cooperation between, and autonomy of, both parties.

40. Should a Contract for Service(s) not be established within one year after the signed execution of this Letter of Understanding, the terms of this Letter of Understanding will be reviewed at a time mutually agreeable to the Town and the Board.

41. Either party may notify the other in writing of proposed amendments prior to the one-year review.

42. This agreement remains in effect unless the review deems any amendments appropriate.

43. Either party may terminate this agreement at any time without cause by providing notice in writing to the other party of not less than six (6) months.

44. Any dispute arising out of the interpretation of this Letter of Understanding may be referred by either party for binding arbitration. The arbitrator selected shall be a registered member of the Association of the Arbitrators and Mediators of Alberta and shall not be a resident or taxpayer of the Town. The costs of the arbitrator, arbitration hearing and related items shall be shared equally by both parties to the Letter of Understanding, unless otherwise determined appropriate by the arbitrator.
In witness whereof the parties have hereunto executed this document on the date first written.

THE TOWN OF HINTON

[Signature]
Director of Corporate Services

EMILY OLSFORD
Print Name

THE TOWN OF HINTON LIBRARY BOARD

[Signature]
Chair

HENRIET (HANK) SMITH
Print Name
DRAFT

THIS CONTRACT FOR SERVICES DATED ________________, 2022 AND MADE BETWEEN:

Town of Hinton Library Board (the “Board”)
and
Town of Hinton (the “Town”)

WHEREAS:

A. The Board was established by the Town of Hinton in accordance with the Act to be the formal policy setting group to set goals and objectives that will meet the community’s information needs.

B. The Board has full management and control of the Town of Hinton Library (the “Library”) and in accordance with the Act organizes, promotes, and maintains comprehensive and efficient Library Services (as defined herein) for the Town.

C. The Town and the Board wish to continue the strategic and supportive partnership between the Town and the Board to further the provisions of Library Services.

D. The Town and the Board recognize that the provision of effective and quality Library Service depends on the stable and supportive financial, physical, and human resources.

E. Co-operative partnerships with other library boards and libraries in surrounding municipalities can enhance the Board’s provision of Library Services.

F. The Town and the Board wish to enter into this Agreement to formally set out the terms and conditions on which the Town and the Board will cooperate and partner with each other to provide the Library and the Library Services as a community benefit for the Town and its residents.

NOW THEREFORE in consideration of the foregoing, as well as mutual promises and covenants hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth.

DEFINITIONS

1. Capitalized terms used in this Agreement shall have the meaning given to those terms in Schedule I – Definitions.

PURPOSE

2. The Board and the Town acknowledge and agree that the purpose of this Agreement is to provide effective and quality Library Services and to more specifically, achieve the following purposes and objectives (the “Purposes and Objectives”):
a) formalize the historical supporting and working assumptions between the Board and the Town;
b) outline services to be offered by each of the Board and the Town and to whom;
c) quantify and measure service level expectations;
d) strengthen communications between the Board and the Town and to other stakeholders;
e) define mutual requirements, processing expectations, and improve customer service;
f) integrate Parties and stakeholders to provide a balanced service level to all Patrons;
g) create a collaborative environment where trusted relationships and teamwork are encouraged among Town Administration, Town Departments, and other service areas;
h) leverage institutional knowledge and to develop skill sets and technology to continuously improve Library Services and productivity for all shared services;
i) create an organizational structure that balances strategic and tactical efforts to promote efficiencies;
j) reduce unnecessary costs through the use of a creative organization design to achieve scalable economies resulting in lower operational costs; and
k) design an environment that eliminates redundant processes and encourages solutions that maximize the goals and objectives of the Board and the Town.

FLEXIBILITY AND COOPERATION
3. The Board and the Town agree to implement and perform this Agreement in a manner that requires flexibility and cooperation from both the Parties.

COMPLIANCE
4. The Board and the Town acknowledge and agree that the following legislative framework is applicable to the operations of the Board and the Town, as applicable, and agree to perform this Agreement in accordance with this legislative and regulatory framework:

a) The Board is governed by the Act;
b) The Town is governed by the MGA and its associated regulations;
c) The Town is required to comply with the Collective Agreement; and
d) The Board and the Town, and their relationship with each other, may be regulated by other legislation and regulation in the Province of Alberta or bylaws of the Town.

LIBRARY SERVICES
5. It is acknowledged and agreed between the Board and the Town that the Board will operate and manage the Library in its discretion and provide the Library Services. The Services provided by the Town will be provided at the request and direction of the Board who has agreed that for efficiency the provision of Services should be consistent with the Town’s established processes.

PROVISION OF SERVICES
6. It is acknowledged and agreed between the Board and the Town that the Town has provided and will continue to provide the Services to the Board.

7. The Town and the Board acknowledge and agree that the list of Services to be provided by the Town is not exhaustive and the Town may provide additional Services that are not contemplated in Schedule II as of the date of this Agreement which are determined to be necessary to achieve the
overall Purposes and Objectives of this Agreement. The Parties may agree to the addition of Services and the formalization of additional processes and practices from time to time and where necessary will incorporate the additional Services, processes, and practices into this Agreement by addendum in accordance with this Agreement.

8. The terms and conditions in respect of the provisions of Services from the Town Departments as set out more specifically in schedules to this Agreement are intended to reflect the Parties agreement on critical elements of the Services and accepted processes and practices in respect of those Services:

a) The terms of the lease of the Library space to the Board and the management and operation of the facilities in respect of the Library space are set out in Schedule III;
b) The Board may from time to time request Administrative Support from the Town in accordance with the processes set out in Schedule IV;
c) The Board may from time to time request support from the Strategic Services Branch of the Town as contemplated in Schedule V;
d) The Board may request support from the Corporate Services of the Town in preparing budgets from the Library and the Board and other financial reports as contemplated in Schedule VI; and
e) The Board may request Legislative Services support in accordance with the processes set out in Schedule VII.

9. The Board and the Town acknowledge that the Town is able to provide the Services as set out in this Agreement with existing Town personnel and equipment at no additional or surcharge cost to the Board, unless otherwise noted. The Parties agree that no costs will be charged to the Board unless the cost has been approved in writing by the Board prior to any expenditure by the Town. All Services provided by the Town to the Library will be reported annually for an estimated cost of operating the Library.

HUMAN RESOURCES AND CONTRACT LIBRARY EMPLOYEES

10. Notwithstanding the Board and the Town have agreed that Library Employees will be contracted to the Board by the Town, the Board retains full management control over the Library and Library Services as defined in the Act.

11. The Town agrees (at the direction of the Board) to hire skilled, well-trained, and experienced employees to contract to the Board while in accordance with Section 14(1) of the Act’s regulation.

12. The Board has requested and the Town has agreed to provide human resources support as more specifically set out in Schedule VIII due to the efficiencies that are gained with respect to scale. The Town will operate as a contractor of the Board and provide personnel to the Board for Library positions. As the Board must ensure that the Library objectives are met, the Board is entitled to direct the Town from time to time as to the personnel that the Town as contractor will provide to the Board.
13. The Board and the Town agree that the additional terms will apply to the employment of Library Employees and the Town’s contracting of Library Employees to the Board.

14. The Library Employees, including the Library Manager and the Assistant Library Manager, will be contracted from the Town by the Board to perform the work outlined in the job descriptions as approved by the Library Manager and the Board.

15. The Board will make decisions relating to the employment of the Library Manager, including but not limited to recruitment, hiring, evaluation, and termination. The Board is accountable for the performance of the Library Manager.

16. The Board agrees to cooperate with the Town in respect of matters pertaining to payroll, benefits, discipline, contract renewal and termination in respect to Library Employees.

17. Library Employees will be required to comply with the policies applicable to employees of both the Board and the Town. Where there is a conflict, the Board and the Town will cooperate as to the policy that will apply.

18. The Board and Town agree to work together and coordinate the provision of services and the implementation of policies to provide a consistent work environment for Library Employees. For greater specificity, the Board will ensure that the Library and the Library Employees comply with the Town’s Occupational Health and Safety processes.

**LEASE AND FACILITIES**

19. The Town in consideration of the covenants, terms and conditions contained in Schedule III demises and leases to the Board the Library Space for the purpose of providing the Library Services. Schedule III also contains provisions with respect to the operation of the Town facility in which the Library is located.

**BUDGET**

20. The Board prepares, and will continue to prepare, an annual budget (the “Budget”) which will be presented to Council, following consultation with the Town’s Administration during its annual budget process. The Board will, as part of such process, request from Council an appropriation for the purpose of supplying Library Services to Patrons in accordance with the procedure set out in the Act. Notwithstanding the foregoing, the amount of annual funding provided to the Board will be in the discretion of Council.

21. The Board may request Corporate Services support from the Town in preparing its Budget. However, the Board shall ultimately be responsible for setting the Board’s budget.

**SHARED SERVICES**

22. The Board will offer Town Programs through the Library consistent with Library Services, provided such Town Programs:

   a) Are delivered within the scope and skill of Library Employees;
b) Have no implications on the Library’s Budget, unless approved by the Board; and

c) Do not impact other Library Services provided by Library Employees.

23. These services may from time to time be discussed by the Library Manager and the Town’s designate and may be amended as required. These services may include the sale of goods on behalf of the Town and use of shared space.

**SCOPE OF AGREEMENT AND AMENDMENT**

24. The Board and the Town acknowledge and agree that the terms and provisions of this Agreement apply only to the Services attached herein and do not apply to any other agreements or arrangements that may exist from time to time between the Town and the Board unless such other arrangements are stated in writing.

25. When either the Board or the Town make changes to policies which may impact this Agreement and its items, notice will be given to the other Party to ensure appropriate changes or distinctions are made for the alignment or differentiation between Board and Town policies.

26. If at any time during the term of this Agreement either Party deems it necessary or expedient to make any alteration or addition to the Agreement, it will give written notice of the proposed amendment to the other Party. Following agreement of execution of the amendment it will become an addendum and form part of this Agreement. Where the amendment is of the nature of a change in policy or practice with respect to a Town Department’s provision of Services, the Parties may agree in writing to replace the applicable schedule to this Agreement.

**DISPUTE RESOLUTION**

27. Any matters in dispute between the Parties in relation to this Agreement may be referred by either Party to a committee that will be struck including two members of Council, two members of the Board, the Town’s designate, and the Library Manager. This committee will be tasked with determining a process of dispute resolution which may include third party mediation, the costs of which will be included in the annual operating costs of the Library as reported by the Board.

**TERM AND TERMINATION**

28. The Board and the Town hereby agree that either Party may terminate this Agreement upon providing to the other Party no less than two years written notice of its intention to do so.

29. The Board and the Town hereby agree that this Agreement will come into effect on the first day of August 2022 and will continue until such time as either Party terminates this Agreement in accordance with the provisions herein.

**NOTICE**

30. Any notice or other communication to be given in connection with this Agreement will be given in writing and delivered personally, by mail or by email at the addresses set out below:
DRAFT

a. If to the Board:

[Insert Address]
Email:
Attn: Library Manager

b. If to the Town:

[Insert Address]
Email:
Attn: Director of Community Services

GENERAL
31. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, such portion shall be severed from the Agreement, and the remainder is to remain valid.

32. On those matters which this Agreement is silent, the provisions of the Act and other provincial regulations will apply.

33. Nothing in this Agreement relieves any Party from compliance with any other applicable municipal, provincial, or federal legislation.

34. Wherever the provisions of this Agreement are or are deemed to be at variance with another legislation, the more restrictive of the two provisions will apply.

35. This Agreement shall be governed by the laws of Alberta and the laws of Canada applicable therein. The Court of Queens Bench located in Hinton, Alberta or Edmonton, Alberta shall have the exclusive jurisdiction to hear matters pertaining to this Agreement.

36. Any reference in this Agreement to any municipal, provincial, or federal statute will mean that statute, as amended or replaced from time to time and any amendments thereto and will include any regulations enacted pursuant to that statute.

37. This Agreement may be executed in any number of counterparts using any such combination of execution methods including wet ink, electronic signature or such functionally equivalent means and may be delivered personally, by mail, email, or such other functionally equivalent means. Each counterpart executed and delivered in accordance with this section shall, when taken together with each other counterpart executed and delivered in accordance with this section, form one complete and binding Agreement.
DRAFT

In witness whereof the Parties have hereunto executed this document on the ___ day of ________________ 2022.

THE TOWN OF HINTON

________________________________________
Mayor Marcel Michaels

________________________________________
Corporate Services Director

THE TOWN OF HINTON LIBRARY BOARD

________________________________________
Chair Hendrik Smit

________________________________________
Library Manager
The following terms when used in the agreement shall have the following meanings:

a) **Agreement** means this written formal binding agreement between the Town of Hinton Library Board and the Town of Hinton for the provision of Services.

b) **Alberta Libraries Act and Libraries Regulation (the “Act”)** means legislation that helps establish, maintain, and regulate public libraries.

c) **Board** means The Town of Hinton Library Board as established by the Town of Hinton pursuant to the Libraries Act.

d) **Chief Administrative Officer (CAO)** means the top tier senior executive of the Town of Hinton Administration who is the sole employee of the Hinton Town Council.

e) **Collective Agreement** means the contract between the Town of Hinton and Unifor Local 855 that represents negotiated employment terms for union member Town employees.

f) **Community Services** means a Department of the Town of Hinton responsible for the social well-being of the community and the area in which the Library is identified as a Services Branch in the Town’s organizational structure for the purpose of identifying the working relationship between the Board and the Town.

g) **Corporate Services** means a Department of the Town of Hinton responsible for provision of financial services in this Agreement and overall Corporate management of the Town.

h) **Facility Maintenance** means a Services Branch of the Town of Hinton responsible for overall facility management and upkeep of the Town’s library building.

i) **Health and Safety** means a Services Branch of the Town of Hinton responsible for taking necessary precautions to ensure safety, health and welfare and preventing harm from hazards in the workplace.

j) **Human Resources** means a Services Branch of the Town of Hinton responsible for staffing, employee compensation and benefits, and defining/designing work.

k) **Legislative Services** means a Services Branch of the Town of Hinton responsible for providing administrated and legislated support including handling of confidential and sensitive information.

l) **Library** means the Town of Hinton Library.

m) **Library Employees** means the Town Employees selected by the Board in consultation with the Town pursuant to the positions required by the Board which are contracted to the Board by the Town pursuant to this Agreement.

n) **Library Manager** means the top-tier senior executive employed by the Board to manage all components required to deliver Library Services.

o) **Library Services** means the services to be provided by the Library as contemplated under the Act and to provide information and other ancillary library related services to Patrons.

p) **Municipal Government Act (MGA)** means the Municipal Government Act (Alberta) as amended from time to time.

q) **Patrons** means Library Services users.

r) **Parties** means the Parties to this Agreement, being the Town and the Board and **Party** means one of them.
DRAFT

s) **Services** means the services provided by the Town to the Board as more particularly set out in Schedule II.

 t) **Town** means the Town of Hinton.
SCHEDULE II
SERVICES

As of the date of this Agreement, the Town will perform the following Services for the Board in accordance with the terms and conditions of this Agreement and the Purposes and Objectives of this Agreement:

1. Facilities Support (Schedule III)
2. Administrative Support (Schedule IV)
3. Marketing and Communications Support (Schedule V)
4. Corporate Services and Finance Support (Schedule VI)
5. Health, Safety and Environment Compliance Support (Schedule VII)
6. Human Resources Support (Schedule VIII)
7. Legislative Services Support (Schedule IX)
1. The Town will dedicate the Library Space as set out on a map of the building (the “Library Space”) to the Library and will rent such space to the Board for the provisions of Library Services. The Town as owner provides the Board with the Library Space in which Library business may be conducted for the provision of Library Services for Patrons.

2. The Town will rent the Library Space on an annual basis during the term of this Agreement at a rental rate of $1.00 per year.

3. The scope of services provided by Facility Maintenance includes building maintenance, custodial services, and landscaping services for the Library Building.

4. All Library facilities, furnishings, capital equipment, and other holdings are adequately insured under Town insurance policies. The costs of such insurance are included as an expenditure in the Library Budget.

5. The Town will ensure that costs associated with operating the Library Space, such as custodial services, maintenance services, and utilities are included in the Town’s annual budget and acknowledged by both parties as support for Library Services.

6. The Town will ensure through its Budget that Library Space maintenance, as well as the updating of technical manuals regarding mechanical equipment, plumbing, electrical, and structural aspects of the Library Space are sufficient.

7. Regarding the schedule of Library Space maintenance, landscaping, and custodial services, the Town reserves the right to determine any and all priorities of the Services to be rendered, including on a temporary basis.

8. The meeting room is considered part of the Library Space and Library Employees will administer the rental of this space. Rental rates are set by the Board with revenues from room rental bookings retained by the Library.

9. The three ancillary spaces and washrooms in the southeast footprint of the facility are now considered part of the Library and may be used for programs and Services directly provided by the Library. Uses will not generate long-term revenue for the Library (exclusive sub-lease) or allow for-profit benefit to an external party, without prior consent of the Town.

10. The Board will receive quarterly facility reports, including related financial updates, from the Library Manager during a public meeting of the Board. The provision and content of the reports will be supported by Town management, such as the Maintenance Services Supervisor; Director of Infrastructure Services; Arena and Parks Supervisor; Parks, Recreation & Culture Manager; Director of Community Services; Accounting Supervisor; Strategic Services Manager; and Director of Corporate Services.
11. The Town ensures that costs associated with operating the Library Space are included in the Town’s annual municipal appropriation to the Board:
   a. Such costs are to be included in the Library’s estimates of operating expenses; and
   b. Costs for utilities are recorded as expenditures in the Library’s Budget.

12. The Board and Library Manager will ensure that the Library Space is occupied and utilized in a safe and respectful manner to maximize the lifecycle of the Library Space and its components.

13. All facility maintenance and assistance requests must be submitted through the Town’s Work Hub System. Library management and staff will have access to the Work Hub System.

14. The Library management will ensure that contractors sign in at the Library and confirm that they understand the information given and will comply with these whilst on the premises. The forms will be uploaded monthly on the Town of Hinton’s electronic filing system.

15. The Board provides access to a wide range of creative and cultural expression, including the provision of public art within the facility. The Board will create a policy that will address the requirement for the acquisition of permanent public art and for the provision of temporary exhibit space for artists and members of cultural, historical and crafts communities.

16. The Town will ensure that security systems in the Library are maintained including an alarm monitor in the Archives. The Town will be responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitory or security system in the Library.

17. The Town will ensure that landscaping of the exteriors of the Library Space are maintained. All landscaping of the exteriors of the Library Space must be kept in good condition. Walkways must be accessible for use by Patrons.

18. Flower boxes outside of the Library Space are the responsibility of the Board. Hanging flower baskets and flower plots located on the exterior of the Library Space are the responsibility of the Town.
1. The administrative liaison for information sharing between the Library and the Town is between the Library Manager and the Director of Community Services. In general, communications may be delegated to designated employees when situations warrant.

2. To facilitate communications, the Library Manager (or designate) may be invited to attend meetings with Town personnel. Similarly, the Director of Community Services (or designate) may be invited to attend Board meetings and/or meetings with employees.

3. Library matters that require Council consideration, either at a Committee of the Whole Meeting, Regular Council Meeting, or Special Council Meeting, are conveyed to the Director of Community Services who arranges for their addition to the meeting agenda. The Board may present directly to Council as a duly constituted delegation. Results of Council deliberations on Library matters are routinely communicated to the Library Manager by the Director of Community Services, notwithstanding the political link.

4. Matters that require Board consideration at a Regular or Special Meeting of the Board are conveyed to the Library Manager who arranges for their addition to the meeting agenda. Results of Board deliberations are communicated by the Library Manager to the Director of Community Services for distribution or action as required.

5. Employees may participate in Town functions (e.g. Town Christmas Party), Town meetings, (e.g. Community Services Manager's Meetings, Leadership Team Meetings), Town programs, Town training, special committees, and other special functions. The participation of employees in any of the aforementioned will be governed by the policies and procedures as directed by the Town.

6. Where the Town recognizes a cause for concern regarding the operations of the Board in its provision of services to the community, a representative will liaise with the Board to raise its concerns. Ultimately, and excepting only those instances where it is necessary to give effect to the Collective Agreement or statutory obligations of the Town, in which case the Board must take action in accordance with the direction of the Town, the decision for taking action following the identification of a cause for concern is at the discretion of the Board, and thus the Board is liable for any such action or inaction it may take relating to management and control of the Library and Library Services.
SCHEDULE V
MARKETING AND COMMUNICATIONS SUPPORT

1. The Library may utilize Town advertising rates and will be included in Town marketing and communication procurement.

2. The Town will assist the Library in communications regarding events and programs on the Town’s website, and in any of the Town’s no-cost communication methods incorporated by the Town.

3. The Town and Library websites will not duplicate program content on the other Party’s website, but rather, the two websites will include reciprocal links to each other’s website and content.

4. The Library is responsible for managing its marketing materials and any costs associated with marketing, advertising, or communications. In any instances of cross promotional materials, either Party will be consistent with the applicable style guidelines.

5. The Library Manager may consult the Town’s communications designate for recommendations on media communications at no cost.

6. The Library Manager will inform the Director of Community Services of any changes to Library services, staffing, or Board members or any other information which is promoted on the Town’s website or media platforms.
1. The Town Corporate Services Department will provide financial and accounting services to the Board:
   a. According to Board-approved Budget; and
   b. In accordance with the annually approved Council Budget for the Library.

2. Finance will provide the following financial services to the Board using the Town’s bylaws, policies, directives and procedures for the services listed below:
   a. Purchasing Services;
   b. Assist with tender and procurement processes;
   c. Accounts Receivable Services;
   d. Accounts Payable Services;
   e. Banking, Cash Management, and Investment Services;
   f. Audits, Reporting and Financial Statement Preparation;
   g. Operating and Capital Budget assistance and preparation within Board-approved Budget lines;
   h. Goods and Services Sales Tax remittance and reconciliation; and
   i. Provision of official Income Tax Receipts for donations to the Library.

3. Financial Services to the Board will be provided by the Town in a manner that align with Town policy, accounting best practices, and auditor requirements. The Town will account for all revenues and expenses provided to the Town on the Board’s behalf. The Board and the Library Manager are solely responsible for meeting Library Budget targets and managing financial resources. All net surplus funds at year-end will be transferred to the Library Reserve Account. Any net deficit balance at year-end will be offset with a transfer of funds from the Library Reserve Account to the operating budget to balance the Library Budget.

4. The Board will comply with Town Policy for the procurement of goods and services to be used whenever the Library is procuring goods or services independent of the Town.

5. The Library may conduct its own tender for goods or Services, specific to the functions of the Library, or may request that the Town assist with any tender or procurement process.

6. The Parties agree that any purchases made by the Town on behalf of the Board will comply with the Town’s Purchasing Policy and procedures as may be amended from time to time.

7. The Library will submit all invoices for processing in a timely manner and work with the appropriate Town staff to ensure that Council and Board-approved budgets are followed.
8. Only the Library Manager and the Board Chair may authorize the Town to proceed with a payment on behalf of the Library.

9. Upon request, the Library Reserve Account balance will be provided to the Library Manager to present to the Board on an annual basis, as well as to the Town during the budget process.

10. The Library will have access to any Town procurement discounts and buying rates. As per vendor requirements, the Library may be required to make requisitions through the Town or under its own account.

11. Budget Management & Reporting:

   Notwithstanding Town guidelines for the budget process, the Board’s request for funding from the Town includes both "operating" and "capital" items, as defined by the Board policy:

   a. The Town will assist the Library Manager with the Budget planning process and ensure that long-term needs are included in Budget presentations to Council;
   b. The Town will provide the Board, through the Library Manager, with electronic access to or hard copies of monthly operational budget transactions and reports in accordance with the Board’s meeting timelines and as otherwise required or requested by the Board;
   c. The Town will provide the Board, through the Library Manager, with electronic access to or hard copies of quarterly capital budget transactions, Reserve Account balances, and reports in accordance with the Board’s meeting timelines and as otherwise required or requested by the Board;
   d. The Board, through the Library Manager, will provide the Town with reporting variances, quarterly projection summaries, and other financial reporting information as requested by the Town to inform Council of overall operating, capital, and one-time project statuses;
   e. The Board and the Library Manager will prepare the Library’s annual Budget and multi-year plan proposal in accordance with the process, including deadline dates (in addition to Section 8 of the Act), established by Council to facilitate budget deliberations and approval;
   f. The Board will annually present the Library’s Budget and plan to Council with the format of presentation determined by the Board; and
   g. Should the proposal for capital assistance be sufficiently large, in the opinion of the Board, to warrant separate consideration by Council, the Board may request capital funding in the form of a special grant, in addition to operating funds in the form of an annual municipal appropriation.

12. During the budget process, the Town’s designate will convey to the Library Manager the estimated amounts for insurance, audit fees, Workers Compensation Board costs, salary, benefits or other costs related to or incurred by the Town (including those arising from any claims made against the Town) and any other costs impacting the Library’s budget.

13. The Board determines the amount of the appropriation request according to the perceived Library needs, the considered level of Library Services to meet these needs, and the type and quantity of
resources required to achieve the desired level of Library Services as outlined in the Board-approved Plan of Service.

14. Council, the Town, and the Board will work together to achieve maximum levels of funding from supplementary sources, such as provincial library grants. Council may allocate special grants to the Library for various purposes, such as capital purchases and special events.

15. Notwithstanding anything to the contrary herein, nothing in this Agreement will require the Town to make any particular appropriation or otherwise fetter the discretion of Council to approve or deny any funding requested by the Board. Once the annual municipal appropriation has been made, the Board has the sole authority to allocate use of funds in accordance with its duties under the Act.

16. The Town will include the Financial Review of the Library’s yearly financial statement preparations within its contract with an external auditing entity. The Town will provide a yearly financial review of the Library finances to the Library Board.
1. The Board agrees that it will, on or about the time of signing this Agreement, and in any event prior to assigning work to any Library Employees, provide and/or work with the Town to create an overview of the work to be completed by the respective Library Employees, the hazards which they are expected to encounter, and the means through which those hazards can be eliminated or controlled to the lowest level possible (the “Standing Hazard Assessment”).

2. The Town agrees to incorporate the Standing Hazard Assessment into its Safety Management System (“SMS”), and to ensure that all Employees are familiar with same and the SMS more generally, prior to being made available to the Board for work.

3. The Town and Board further agree that, notwithstanding that the Board has full control and management of the Library and Library Systems, the Board will implement the Town’s SMS (including any changes that may be introduced from time to time), for the purposes of ensuring the health and safety of all Library Employees, Patrons, and other Parties that may frequent the Library or partake in the Library Services.

4. As a part of implementing and ensuring the effectiveness of the SMS, the Board agrees to assign the Library Manager to:
   a. Supervise and manage Library Employees while ensuring they work in a safe and healthy manner;
   b. Ensure that Library Employees are notified of potential hazards, aware of their OHS obligations, trained to respond to hazards, and competent to conduct their duties in a safe manner;
   c. Ensure hazards are eliminated or controlled before work begins, and that contact information and communication is maintained between all work parties at the work site;
   d. Take adequate measures to identify and eliminate hazards that can affect the health and safety of any Library Employee or Patron;
   e. Ensure formal and site-specific hazard assessments are completed;
   f. Conduct safety inspections with Library Employees and/or the Joint Health & Safety Committee (“JHSC”) at appropriate intervals of the Library’s work areas, equipment, and work processes;
   g. Notify the Director of Community Services immediately and the Board within thirty (30) days of any health and safety-related complaints or worksite inspections;
   h. Notify the Director of Community Services immediately when an inspection has been conducted by local government agencies, in such case the Board will immediately comply with any orders imposed by local government agencies;
   i. Obtain assistance from Town health and safety or management to investigate injuries, accidents, and near misses or the occurrence of all incidents caused by and/or involving Library Employees or Patrons;
   j. Ensure required first aid services, equipment, and supplies as well as first aid personnel are always available at the Library Building;
k. Coordinate, organize, and oversee the performance of all work at the Library to ensure, as far as it is reasonably practicable to do so, that no person is exposed to hazards arising out of, or in connection with, the work site;

l. Develop and publish an Emergency Response Plan that outlines procedures to be followed in the event of an emergency;

m. Ensure emergency response training and drills are provided regularly; and

n. Assist, monitor, and follow-up with Worker’s Compensation Board (“WCB”) claims for Library Employees, and work with the Town’s Human Resources Manager and Health and Safety Coordinator to ensure that required documents are completed.

5. The Library Manager will regularly interact and engage with the Town’s Health and Safety Coordinator and JHSC” to ensure the successful implementation of the Town’s SMS.

6. Library Employees may participate on the JHSC from time to time and will be encouraged by the Board to do so as per the Town’s JHSC Terms of Reference.

7. Without limiting the foregoing, the Town represents and warrants that it holds WCB Clearance Status and will continue to hold such status at all times throughout the performance of Services. If at any time the Town’s WCB Clearance Status is revoked or suspended, the Board may, without limitation to any other rights or remedies hereunder, immediately suspend such Services at the Town’s cost until the WCB Clearance Status has been restored.
DRAFT

SCHEDULE VIII
HUMAN RESOURCES SUPPORT

1. Accounting and payroll services required by the Board, including but not limited to record keeping, accounts payable and receivable, and timesheet reporting are provided to the Board by the Town. The Board agrees to abide by Town accounting practices and procedures, including audits (while also complying with applicable legislation), and retention of records.

2. Library Employees will report as follows:
   a. The Library Manager will report to and take direction from the Board; and
   b. All other Library Employees will report to and take direction from the Library Manager and the Assistant Library Manager.

3. The Board may utilize the Human Resources Manager and management team for advice and guidance and agrees to abide by the Human Resources policies and procedures to the extent they are applicable or required by relevant legislation.

4. Internal complaints will first be made directly to the Library Manager. Failing satisfactory resolution, the Human Resources Manager will work with the Library Manager, or a Board member appointed by the Board, while keeping the Director of Community Services fully informed, to determine if further investigation or action is required.

5. In the event a formal Grievance is presented to the Library Manager, the Human Resources Manager will be notified by the Library Manager as soon as possible and, in any event, prior to a response being given in writing to Unifor Local 855. If the Grievance is not resolved at Step 1 as defined in the Collective Agreement, the Director of Community Services will be notified and, in consultation with the Human Resources Manager, proceed with the Grievance process from Step 2 forward.

6. Internal complaints investigated by the Human Resources Manager will be reported directly to the Board by the Human Resources Manager and Director of Community Services (or their designates), as well as the Library Manager where the Library Manager is not the subject of the investigation.

7. The Human Resources Manager will provide advice and support to the Board and/or the Library Manager upon request. Human Resources advice and support are non-binding. All decisions will continue to be made by the Board and/or the Library Manager. Advice will be on procedural inquiries and will not be considered a legal opinion.

8. Library Employees will participate in the Town’s compensation and benefits program. The Library Manager and the Human Resources Manager will work together to align Library job descriptions, offer letters, and grades to the Town’s pay equity program and the Collective Agreement (as applicable).

9. The Town will assist the Library Manager in budgetary planning based on Library Employees years of service and current and planned Town staff remuneration plans.
10. The Human Resources Manager or their designate may communicate with individual Library Employees directly and confidentially as it relates to benefit programs, employment concerns, and onboarding to payroll. All other Human Resources matters must go through either the Library Manager and/or the Board Chair where Library or Town policy dictates.
1. The Board will have access to the same legislative and legal services provided to other Town Boards.

2. The parties agree that no cost will be charged to the Board for in-house legislative services. Legal services required by the Board/Library or the Town will be expensed to their respective budgets with prior approval from the Library Manager/Board or the Town respectively.

3. In the event the Board requires legal services to pursue any legal action, the Board is encouraged to engage independent advice to avoid a conflict of interest with the Town’s legal counsel should legal support be provided to the Board.

4. Either Party reserves the right to decline any information request from another Party outside the provisions of the *Freedom of Information and Protection of Privacy Act*. For FOIP requests, the Board reserves the right to utilize an external contractor.
DIRECTION REQUEST

DATE: Committee of the Whole Meeting June 28th, 2022

PRESENTED BY: Paul Hanlan, Interim Chief Administrative Officer

RE: 2011 INTERNATIONAL SOLID WASTE TRUCK

Recommended Action

That Committee direct Administration to bring the purchase of the rental unit, the 2011 International solid waste truck, using funds from the sale of the Curatto Can attachment, to the July 5, 2022 Regular Council meeting, for decision.

Background

In 2020, the Town purchased through a competitive process a 2020 Peterbilt to service both commercial and residential waste pick up. This Unit 463, was procured in 2020 and received in January 2021. In the event of a breakdown or necessary service to the Freightliner (Unit 465) residential pickup truck, a “Curatto Can” attachment was purchased with the 2020 Peterbilt front load commercial solid waste truck. Once Unit 463 was put into use, the operators started to raise concerns not limited to handling (steering), driver fatigue, safe operation within lane ways and overhead powerlines.

There were variances to the RFP noted at the time of the tender being received and these variances were accepted by the Town of Hinton, at that time. Some of the variances accepted, have become the challenges being faced by the operators of the truck for operation of the Curatto Can directly impacting the residential waste collection. The addition of the Curatto Can to Unit 463 compounded the safe and legal operation of the vehicle. Since Unit 463 was the back up for residential waste collection, Administration reached out to a supplier for alternate options to serve as a back up vehicle. In the operational budget we made an allowance for outsourcing to private waste collection operators in the event of Town owned equipment breakdowns. The daily cost for a private waste collection is approximately three thousand dollars ($3,000) per day. For this reason, Administration sought out a more cost effective option such as negotiating a month to month lease of a suitable unit.

In December 2021 Administration agreed to a month to month rental option which came with the following options:

- Allow the Town to maintain the residential waste collection level of service.
- Allowed for time to test the truck and train operators on the safe operation of the truck (training provided by the supplier).
- Administration negotiated that the rental payment could become part of a purchase to own arrangement with the supplier.

Analysis

This report is before Council because Administration has identified an opportunity to purchase the rental unit by trading the Curatto Can attachment. This opportunity offsets the capital cost of acquiring the rental unit.
The net effect of this opportunity:

1) Reduces the impact on the 2022 operational budget of the rental cost of the unit.
2) Trading the Curratto Can attachment pays the balance of the purchase price of the unit.

The consideration by Administration is as follows:

Purchase the unit for the residual value of $31,000 ($59,000 - $28,000 (80% of rental cost)). Administration explored options to offset the capital expenditure of the truck. The Curratto Can could offset the total cost of purchase in the amount of $31,000. This creates an opportunity to re-purpose the revenue from selling/trading the Curratto Can. As a result there is no additional capital funding request of Council.

**Implications of Decision**

<table>
<thead>
<tr>
<th>Financial Implications</th>
<th>Items</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cost/Implications</td>
<td>Regular Fleet Maintenance costs will apply.</td>
<td></td>
</tr>
<tr>
<td>Capital Cost</td>
<td>$0 N/A</td>
<td></td>
</tr>
<tr>
<td>Budget Available</td>
<td>$0 N/A</td>
<td></td>
</tr>
<tr>
<td>Source of Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Budgeted Amount</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>o Grants (successful/unsuccessful)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Unbudgeted Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Options for where to acquire the necessary funds</td>
<td>$0 N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Level of Service Implications**
The addition of this unit to the fleet allows Administration to maintain the current waste collection level of service for the community.

**Public Engagement**
Public Engagement is not required for the purpose of this report.

**Communications**
There is no requirement for communications regarding the topic of this report.

**Risk / Liability**
There will be no backup truck to collect the residential solid waste toter bins in the event of a primary truck breakdown. The absence of a backup truck in the event of a primary truck breakdown would cost more than $3000.00 per day to hire GFL to pick up Town residential solid waste bins. A contractor could not meet the time requirements to collect waste and reach the landfill before it closes on short notice. Contractors usually take more time to pick up the solid waste bins than the Town operators because of a lack of familiarity with the bin locations and pick up area which could result in resident dissatisfaction related to solid waste pickup.
Legislative Implications

<table>
<thead>
<tr>
<th>Conforms with:</th>
<th>Yes/No/ Partial</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council’s Strategic Plan</td>
<td>Yes</td>
<td>Maintain the service level to the community</td>
</tr>
<tr>
<td>Community Sustainability Plan</td>
<td>Yes</td>
<td>3.11.1 Ensure that municipal service and sharing agreements and inter-municipal planning maximize the use of limited resources (e.g. land, service capacity and municipal revenues) for the good of the community.</td>
</tr>
<tr>
<td>Municipal Policies or Bylaws</td>
<td>Yes</td>
<td>Bylaw 933 – Municipal Waste Bylaw</td>
</tr>
<tr>
<td>Provincial Laws or MGA</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td>Other plans or policies</td>
<td>No</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Options / Alternatives

1. That Committee direct Administration to bring the purchase of the rental unit, the 2011 International solid waste truck, using funds from the sale of the Curatto Can attachment, to the July 5, 2022 Regular Council meeting, for decision.
2. That Committee direct Administration to bring the purchase of the rental unit, the 2011 International solid waste truck, using funds from the sale of the Curatto Can attachment, to the July 5, 2022 Regular Council meeting, with suggested changes.
3. That Committee directs Administration to bring the purchase of the rental unit, the 2011 International solid waste truck, using funds from the sale of the Curatto Can attachment to a Committee of the Whole meeting July 12, 2022, for further review and discussion.

Attachment(s)

N/A
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Action Required</th>
<th>Meeting Date</th>
<th>Due Date</th>
<th>Revised Date</th>
<th>Staff Responsible</th>
<th>Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>MD - 2136</td>
<td>That Council direct Administration to pursue Option 3 as the preferred approach – A Collaborative Partnership approach in the development of the Boutin Avenue lands with other organizations and developers and collaboratively seek other sources of grant funding to provide affordable housing through a phased approach and that Council direct Administration to make application for the Canada Mortgage and Housing Rapid Housing Initiative Grant and the SEED Funding Grant using Colliers Project Leaders consulting services to an amount not to exceed $45,500.</td>
<td>21 Nov 2020</td>
<td>01 Jan 2021</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td>IN PROGRESS: Partial Grant received December 2021. Discussion with Developers under way.</td>
</tr>
<tr>
<td>MD - 2335</td>
<td>That Council direct Administration to proceed with naming the Football Field and Track Area at the Hinton Recreation Centre to the Chris Johnstone Field.</td>
<td>07 Sep 2021</td>
<td>31 Dec 2021</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td>IN PROGRESS: Next steps are being determined for signage.</td>
</tr>
<tr>
<td>MD - 2556</td>
<td>that Committee direct Administration to bring back the replacement of Town Owned Sweeper Report with additional options to a future Committee of the Whole Meeting.</td>
<td>10 May 2022</td>
<td>24 May 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td>IN PROGRESS: Returning to COW June 28, 2022.</td>
</tr>
<tr>
<td>MD - 2593</td>
<td>that Council have a discussion at the June 28, 2022 Committee of the Whole meeting regarding targeted spending increases for the 2023 budget process.</td>
<td>14 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Paul Hanlan</td>
<td>IN PROGRESS:</td>
</tr>
<tr>
<td>MD - 2598</td>
<td>That Council award the Hinton Community Grant Program 2022 Spring Intake funding, as per the recommendation from the Hinton Grant Funding Advisory Committee, for a total of $24,025.00 as outlined in Attachment 1.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Paul Hanlan</td>
<td></td>
</tr>
<tr>
<td>MD - 2599</td>
<td>That Council give Short-Term Rentals Bylaw No. 1162 Third and Final Reading as amended.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2600</td>
<td>Council moves that the Short-Term Rental Principal Residence Business License Fee be adjusted to $165.00 (one-hundred and sixty five) in Schedule A of Business License Bylaw No. 1126-2.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2601</td>
<td>That Council give the Business License Bylaw No. 1126-2 First Reading as amended.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2602</td>
<td>That Council give the Business License Bylaw No. 1126-2 Second Reading as amended.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>Item Number</td>
<td>Action Required</td>
<td>Meeting Date</td>
<td>Due Date</td>
<td>Revised Date</td>
<td>Staff Responsible</td>
<td>Additional Comments</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>--------------</td>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>MD - 2603</td>
<td>That Council give the Development Services Fees Bylaw No. 1104-4 First Reading as presented.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2604</td>
<td>That Council give the Development Services Fees Bylaw No. 1104-4 Second Reading as presented.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2605</td>
<td>That Council give the Development Services Fees Bylaw No. 1104-4 Third and Final Reading.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2606</td>
<td>That Council give unanimous consent to the Development Services Fees Bylaw No. 1104-4 Third and Final Reading.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2607</td>
<td>That Council move to direct Administration to bring a report to a future Committee of the Whole Meeting regarding the establishment of a publicly accessible list of business license holders and/or locations in the Town of Hinton, especially pertaining to Short Term Rental Providers.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2608</td>
<td>That Council give the Land Use Bylaw No. 1088-17 First Reading; and schedule a Public Hearing on August 2, 2022, at 4:00 p.m. in the Council Chambers to hear public comments on Bylaw No. 1088-17.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2609</td>
<td>That Council provides $40,000 from the “Remaining 2022 Economic Development Budget” to the Hinton Chamber of Commerce to fund a Destination Management Administrator for 2022.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Paul Hanlan</td>
<td></td>
</tr>
<tr>
<td>MD - 2610</td>
<td>That Council approve the proposed Level 3 Fast Charging station locations identified by Administration, and approve the letter of commitment to provide the charging station (under LOC) for the ten-year duration of the program as presented.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2611</td>
<td>Move that Council proceed with the Land Discussion Option 1 as presented.</td>
<td>21 Jun 2022</td>
<td>28 Jun 2022</td>
<td>28 Jun 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>Item Number</td>
<td>Action Required</td>
<td>Meeting Date</td>
<td>Due Date</td>
<td>Revised Date</td>
<td>Staff Responsible</td>
<td>Additional Comments</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>--------------</td>
<td>------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>MD - 2317</td>
<td>That Committee direct Administration to bring the Welcoming and Inclusive Communities Draft Policy AD 1201 to the Strategic Planning Session of the new Council.</td>
<td>31 Aug 2021</td>
<td>31 Dec 2021</td>
<td>30 Jun 2022</td>
<td>Paul Hanlan</td>
<td>ON HOLD: Until incoming Council establishes timeline for Strategic Planning Session as this will be discussed then.</td>
</tr>
<tr>
<td>MD - 2520</td>
<td>that Committee move to postpone the Addition of Trails Committee MD-2381 to a future Committee of the Whole meeting prior to June 2022.</td>
<td>22 Mar 2022</td>
<td>12 Jul 2022</td>
<td>12 Jul 2022</td>
<td>Paul Hanlan</td>
<td>PENDING: Will come to a Committee Meeting prior to the end of June 2022.</td>
</tr>
<tr>
<td>MD - 2112</td>
<td>That Council direct Administration to bring back a report outlining options for land consolidation at the Hinton Golf Course to a Standing Committee meeting before the end of Q2 2021.</td>
<td>10 Nov 2020</td>
<td>30 Jun 2021</td>
<td>19 Jul 2022</td>
<td>Winston Rossouw</td>
<td>IN PROGRESS: Bring back to Council to have the motion rescinded.</td>
</tr>
<tr>
<td>MD - 2594</td>
<td>Move to amend the Mobile Vendor approved location Green Square Map to include only the designated parking stalls directly adjacent to the Green Square inner-curb.</td>
<td>21 Jun 2022</td>
<td>26 Jul 2022</td>
<td>26 Jul 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2595</td>
<td>That Council move to provide one additional parking spot on the north-east corner facing Highway 16 on the Green Square Map.</td>
<td>21 Jun 2022</td>
<td>26 Jul 2022</td>
<td>26 Jul 2022</td>
<td>Winston Rossouw</td>
<td></td>
</tr>
<tr>
<td>MD - 2592</td>
<td>That Committee direct Administration to bring back a draft Budget Policy to a future Committee of the Whole Meeting before the end of August 2022.</td>
<td>14 Jun 2022</td>
<td>23 Aug 2022</td>
<td>23 Aug 2022</td>
<td>Paul Hanlan</td>
<td>IN PROGRESS: Working on draft Policy.</td>
</tr>
<tr>
<td>MD - 2479</td>
<td>That Committee direct Administration to split the tender for the Maxwell Lake Bridge Rehabilitation Project and post a tender for a minimum of four (4) weeks.</td>
<td>22 Feb 2022</td>
<td>24 May 2022</td>
<td>30 Aug 2022</td>
<td>Winston Rossouw</td>
<td>IN PRORESS: In tender process</td>
</tr>
<tr>
<td>MD - 2202</td>
<td>That Council secure the land at Erith Park for the purposes of advancing the All Wheel Park Project Proposal whereas the securement for the all wheel park project expires after 48 months if the project has not been advanced.</td>
<td>02 Mar 2021</td>
<td>31 Mar 2025</td>
<td>06 Sep 2022</td>
<td>Paul Hanlan</td>
<td>ON HOLD: Until a further status update is received as requested from this group.</td>
</tr>
<tr>
<td>Item Number</td>
<td>Action Required</td>
<td>Meeting Date</td>
<td>Due Date</td>
<td>Revised Date</td>
<td>Staff Responsible</td>
<td>Additional Comments</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------</td>
<td>--------------</td>
<td>----------</td>
<td>--------------</td>
<td>-------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>MD - 2452</td>
<td>That Committee direct Administration to bring the phased implementation of the Fire Underwriters Study recommendations as part of the 2023 – 2027 budget process.</td>
<td>25 Jan 2022</td>
<td>06 Sep 2022</td>
<td>06 Sep 2022</td>
<td>Maurice de Beaudrap</td>
<td>PENDING: Recommendations along with cost implications will be brought forward for Council consideration during the 2023 operational budget planning process.</td>
</tr>
<tr>
<td>MD - 2235</td>
<td>Direct Administration to bring back a report with the safety and revenue implications of terminating the Automated Traffic Enforcement program upon the expiration of the extension with Global Traffic at the end of 2021.</td>
<td>13 Apr 2021</td>
<td>30 Sep 2021</td>
<td>27 Sep 2022</td>
<td>Maurice de Beaudrap</td>
<td>IN PROGRESS: Director of Corporate Services will support the Financial Impacts in the report prepared by the Director of Protective Services. Will bring it forward by the end of Q3 2022.</td>
</tr>
<tr>
<td>MD - 1884</td>
<td>That Council approve the Standing Committee’s recommendation for Administration to invite Request for Proposals (RFP) to bid on the ATE program contract.</td>
<td>05 Nov 2019</td>
<td>31 Mar 2020</td>
<td>01 Dec 2022</td>
<td>Maurice de Beaudrap</td>
<td>ON HOLD: This program remains on hold until December 1, 2022.</td>
</tr>
<tr>
<td>MD - 2420</td>
<td>That Committee direct Administration bring forward a draft Whistle Blower Policy before the end of May 2023.</td>
<td>14 Dec 2021</td>
<td>23 May 2023</td>
<td>23 May 2023</td>
<td>Paul Hanlan</td>
<td>ON HOLD: No action on this item at this time.</td>
</tr>
<tr>
<td>MD - 2191</td>
<td>Seek consensus that all individual reserves be removed from the Fiscal Responsibility Policy and be replaced with overarching reserve policies. That the above motion be referred to the March 9, 2021 Standing Committee meeting to allow Administration to explore the possibility of including appendix material as discussed in the Standing Committee meeting of Tuesday, February 9, 2021.</td>
<td>09 Feb 2021</td>
<td>09 Mar 2021</td>
<td>28 Jun 2023</td>
<td>Ruth Boden</td>
<td>ON HOLD: Draft completed. Reprioritized by Council to June 2023 - MD-2486</td>
</tr>
<tr>
<td>Item Number</td>
<td>Action Required</td>
<td>Meeting Date</td>
<td>Due Date</td>
<td>Revised Date</td>
<td>Staff Responsible</td>
<td>Additional Comments</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>--------------</td>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>MD - 2192</td>
<td>Direct Administration to bring back the Fiscal Responsibility Policy FN -1301 with a review date of March 2022. That Section 6.8 include no later</td>
<td>09 Feb 2021</td>
<td>09 Mar 2021</td>
<td>28 Jun 2023</td>
<td>Ruth Boden</td>
<td>ON HOLD: The various policies of the fiscal responsibility framework are under development. Reprioritized by Council to June 2023. MD-2487.</td>
</tr>
<tr>
<td>Item Number</td>
<td>Action Required</td>
<td>Meeting Date</td>
<td>Date Completed</td>
<td>Staff Responsible</td>
<td>Additional Comments</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>----------------</td>
<td>-------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>MD-2474</td>
<td>That Council direct Administration to prepare a report regarding hosting the Alberta 55 Games and return to a future meeting of Council by June 30, 2022.</td>
<td>15 Feb 2022</td>
<td>14 Jun 2022</td>
<td>Laura Howarth</td>
<td>COMPLETE: A Direction Request report is tentatively scheduled to be presented by Administration at the June 14, 2022 Committee of the Whole Meeting.</td>
<td></td>
</tr>
<tr>
<td>MD-2565</td>
<td>That Bylaw No. 1126 Business License Bylaw to reflect an annual Business License fee of $500.00 for principal resident host operators.</td>
<td>17 May 2022</td>
<td>21 Jun 2022</td>
<td>Winston Rossouw</td>
<td>COMPLETE:</td>
<td></td>
</tr>
<tr>
<td>MD-2577</td>
<td>That Council give the Mobile Vendors Bylaw No. 1170 First Reading, as presented; and That Council direct Administration to schedule a Public Hearing at the Regular Council Meeting on June 21, 2022, in the Council Chambers to hear public comments on the Mobile Vendors Bylaw No. 1170.</td>
<td>17 May 2022</td>
<td>21 Jun 2022</td>
<td>Winston Rossouw</td>
<td>COMPLETE:</td>
<td></td>
</tr>
<tr>
<td>MD-2581</td>
<td>“That the Committee recommends Council adopt the attached “Town of Hinton Strategic Plan 2022-2025” at the June 7th, 2022, meeting of Council”.</td>
<td>24 May 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Document has been published and distributed.</td>
<td></td>
</tr>
<tr>
<td>MD-2582</td>
<td>That Council and Administration work to enhance the relationship with the Provincial Government.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Adopted with Council's Strategic Plan 2022-2025</td>
<td></td>
</tr>
<tr>
<td>MD-2583</td>
<td>That Council and Administration work to enhance relationship with the Provincial Government and that Council adopt the attached “Town of Hinton Strategic Plan 2022-2025” as amended.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Adopted with Council’s Strategic Plan 2022-2025</td>
<td></td>
</tr>
<tr>
<td>MD-2584</td>
<td>That Council give the Regional Assessment Review Board Bylaw No. 1173 first reading.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22</td>
<td></td>
</tr>
<tr>
<td>MD-2585</td>
<td>That Council give the Regional Assessment Review Board Bylaw No. 1173 second reading.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22.</td>
<td></td>
</tr>
<tr>
<td>MD-2586</td>
<td>That Council give unanimous consent for third reading of the Regional Assessment Review Board Bylaw No. 1173.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22.</td>
<td></td>
</tr>
<tr>
<td>MD-2587</td>
<td>That Council give third reading to the Regional Assessment Review Board Bylaw No. 1173.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22.</td>
<td></td>
</tr>
<tr>
<td>MD-2588</td>
<td>That Council appoint Alexa Wade as Hinton’s West Yellowhead Regional Review Board Clerk effective immediately through to April 30, 2023, to carry out the administrative functions of Hinton’s Board activities.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22.</td>
<td></td>
</tr>
<tr>
<td>Item #</td>
<td>Action Number</td>
<td>Action Required</td>
<td>Meeting Date</td>
<td>Date Completed</td>
<td>Staff Responsible</td>
<td>Additional Comments</td>
</tr>
<tr>
<td>-------</td>
<td>---------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>---------------</td>
<td>--------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>MD-2589</td>
<td>2589</td>
<td>That Council appoint Paul Butler as the Designated Chair for the West Yellowhead Regional Assessment Review Board effective immediately through to April 30, 2023.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22</td>
</tr>
<tr>
<td>MD-2590</td>
<td>2590</td>
<td>That Council appoint Trisha Papke as the Designated Clerk for the West Yellowhead Regional Assessment Review Board effective immediately through to April 30, 2023.</td>
<td>07 Jun 2022</td>
<td>07 Jun 2022</td>
<td>Paul Hanlan</td>
<td>COMPLETE: Bylaw was passed at Regular Council Meeting June 7/22</td>
</tr>
</tbody>
</table>