

**THE WASKESIU COMMUNITY
MEMORANDUM OF UNDERSTANDING**
May 17th, 2009
Statement of Guiding Principles

Whereas her Majesty the Queen in Right of Canada, as represented by the Minister, designated for the purposes of the *Canada National Parks Act*, is responsible to the administration, management and control of national parks in Canada; and

whereas the community of Waskesiu is an integral part of Prince Albert National Park of Canada, Saskatchewan; and

whereas the residents of Waskesiu and Parks Canada value the character and nature of the community and desire to preserve the community as such; and

whereas Parks Canada desires to have local representatives participate and provide direction in selected aspects of community management, as provided in Section 12(1) *Canada National Parks Act*; and

whereas the residents of Waskesiu and Parks Canada desire to maintain an appropriate and affordable level of service to residents and visitors; and

whereas the residents, business community and Parks Canada all share an interest in maintaining Waskesiu as a national park community for visitors and seasonal/year-round residents; and

whereas Parks Canada and the residents of Waskesiu desire the protection of cultural and natural resources; and

whereas, Section 10(1) of the *Canada National Parks Act*, provides that “the Minister may enter into agreements with ... other persons and organizations for carrying out the purposes of this Act.”; and

whereas the Waskesiu Community Memorandum of Understanding represents a shared vision of the community for future management of Waskesiu and shall respect the following principles:

Now therefore, it is agreed that:

1. *Community Representation*

It is intended that the Waskesiu Community Association ("the Association") a body corporate established pursuant to the laws of Saskatchewan, through its elected council, known as the Waskesiu Community Council ("the Council") will be the recognized voice of the community. In that regard, membership in the Association shall be made available to every elector in the community either at a nominal cost or as the constitution of the Association may determine. It is assumed that the Association will be generally supported by the community at large.

2. *Boundaries*

The community shall be deemed to include all that land as shown within the Plan of Survey of the Exterior Boundary of Waskesiu Lake townsite as said boundary is registered on a plan of record 34153 in the Canada Lands Surveys Records in Ottawa. Refer to Appendix A, Map of community showing boundaries.

3. *Membership*

Each member of the Association shall be an elector, who is defined as a person who:

- is a minimum of eighteen years of age;
- is a Canadian citizen; and either
- has resided in the Community of Waskesiu for three (3) consecutive months prior to election day; or
- for at least three consecutive months prior to election day has been a lessee, licensee, or is the single designated representative of a corporation that is a lessee or licensee, of assessable property within the boundaries of the Waskesiu town site as defined in Schedule 'A' as registered on the plan of record 34153 in the Canada Lands Survey, or the spouse or common law spouse of one of the preceding parties to a land use agreement.

A member may qualify under more than one category but may vote once and only once in any election.

4. *Council*

The Council shall consist of seven members elected as follows:

- One director elected by those members who are eligible to be members of the Waskesiu Seasonal Residents Association and are leaseholders in the cabin area;
- One director elected by those members who are eligible to be members of the Waskesiu Seasonal Residents Association and are leaseholders in the cottage area;
- One director elected by those members who have a commercial lease or are sub lessees to a commercial lease with Parks Canada;
- One member elected by residents who are electors other than those above; and
- Three members at large elected by members of the Association.

A councillor who ceases to meet the requirements of membership in the Association shall vacate his/her position forthwith.

5. *Date of Elections*

Elections for the Council shall be held on the August long weekend every three years with an advance poll to be held one week prior to the election.

6. *By-Elections*

In the event a Council member vacates a position, the Council may hold a by-election to complete the term of office.

7. *Terms of Office*

The term of Council shall be three years beginning immediately after the election.

8. *Nominations for Office*

Nominations will be received up to twenty-eight days prior to the election. Each nomination form shall be signed by the nominee and five electors for the position for which the nomination is made. An individual may submit only one nomination form.

9. *Mandate of the Council*

The Minister's statutory discretion under the *Canada National Parks Act* shall not be fettered by this memorandum of understanding. It is acknowledged that the Minister delegates authority on his/her behalf. However, it is agreed that the Superintendent will generally accept and act upon the decisions and advice of the Council in relation to matters of local concern to the community. In matters dealing with the implementation of national park policy that affect all park communities, the Council retains the right to deal directly with the Chief Executive Officer, Parks Canada Agency, or his/her Senior Officials, as appropriate. In matters dealing with the creation of and amendments to national park policy and regulations that affect park communities, the Council retains the right to deal directly with the Minister responsible for the *Canada National Parks Act*.

Where the Superintendent chooses not to accept and act upon the advice of the Council, the Superintendent will provide a written rationale to the Council explaining the departure from the direction provided by the Council.

The Council shall, subject to the authorities outlined in this section:

- propose levels of service in the community;
- propose programs for service delivery;
- review and recommend for approval the detailed annual operating and capital budget;
- establish council meeting procedures; and
- propose and recommend for approval fees for utility services.

Parks Canada agrees to consult with the Council with respect to:

- the formulation of management plans and community plans;
- land use planning and development, in relation to park

- communities;
- environmental protection and management;
- cultural resource protection and management; and
- land rent and user fees, other than utility fees.

10. *Employment of Staff*

The Association, as a separate legal entity, may enter into contracts on its own behalf including a contract for the services of a community administrator to provide administrative support to Council. Parks Canada must respect existing agreements and contracts.

11. *Level and Type of Service*

Parks Canada will consult and collaborate with the Council on the level and type of services to be delivered in the community and, on an annual basis, propose an operating and capital plan to support these services. The level of services provided in the community will generally be consistent with current standards necessary to meet the needs of a national park community and to support the local tourism-based economy (refer to Appendix B, to be revised).

Parks Canada will pay utility fees for the facilities it operates in the community.

Costs in the community that can be attributed to national park visitors e.g. beach houses and the maintenance of visitor parking will not be charged to the community revolving fund. The visitor services located in the community that will not be charged to the community budget will be identified (refer to Appendix C, to be revised).

12. *Recommend Regulations*

The Superintendent will consider, for recommendation to the Minister, requests from the Council to create regulations for the better management of the community, provided that such proposed regulations are authorized by the *Canada National Parks Act*, national park policies, this memorandum, the

community land use plan and the park management plan.

13. *Payment of Accounts*

Parks Canada will authorize the payment of accounts submitted in accordance with the approved budget.

14. *Financial Mechanism*

The Chief Executive Officer, Parks Canada Agency, or his/her Senior Officials, will ensure that the most appropriate financial mechanism is in place to operate the community of Waskesiu in consultation with the Council. The financial mechanism will allow for:

- cost recovery of water, sewer and garbage operating and capital expenditures, subject to the debt load ceiling established for the community of Waskesiu in accordance with Section 15 of this memorandum;
- exploring options for the establishment of a stabilization fund for any surplus revenues for water, sewer and garbage services;
- Parks Canada to cover 100% of capital costs for municipal capital projects such as roads, grounds, etc.;
- Parks Canada to cover 100% of municipal operating costs;
- Parks Canada to provide a municipal equivalent subsidy for sewer, water and garbage projects equal to the amount the community would receive if Waskesiu was a provincial municipality; and
- Parks Canada to provide for capital costs associated with meeting environmental standards that are above provincial standards.

15. *Federal Capital Grants*

All federal government spending is subject to the approval of Parliament and Treasury Board guidelines. In order to ensure affordability for residents, cottagers, cabin owners and businesses, Parks Canada will place a debt limit on utility capital costs that the community would be expected to recover. This will be consistent with typical municipal debt guidelines. The debt limit

calculation will be 25% of budgeted revenues (utility revenues, general municipal revenues and municipal operating subsidies) but excluding grants such as capital subsidies, municipal equivalent subsidy, environmental subsidy, and capital debt load subsidy.

In any year, if the annual payment for utility capital expenditures exceeds the debt limit calculation, Parks Canada will be responsible for the difference between that amount and that of the annual payment. In the event that Parks Canada changes its policy to cover 100% of capital costs for municipal projects, any amount the community is required to fund will be included under the 25% debt limit calculation.

Under the existing revolving fund mechanism, interest rates for borrowing money are not fixed. It is agreed that interest rates on capital loans should be fixed when a capital loan is approved. Parks Canada will endeavour to develop a mechanism that will provide for this.

16. *Community Capital Program*

Parks Canada and the Waskesiu Community Council both recognize that, over time, the funding for the required utility capital improvements for the community may exceed the debt limit calculation established for the community. Funding for municipal capital projects (e.g. roads, street works) is the responsibility of Parks Canada. The long term capital program (utility and municipal projects) for the community will be reviewed and updated in consultation with Council every three (3) years. Parks Canada will endeavour to provide its share of the funding for utility capital projects and 100% of the funding for municipal capital projects so that the long term capital program requirements can be completed in a timely basis. Where Parks Canada does not or is unable to meet this commitment, the Superintendent will provide a written rationale explaining the reasons for not providing the required federal capital contribution. The capital program is reviewed and approved by the Townsite Management Board for Parks Canada, of which the Superintendent is a member.

17. *Financial Reporting For Utilities*

The Council shall be responsible for recommending a budget for approval

that outlines the operational and capital costs of providing utility services. The utility system should break even in terms of capital (subject to debt limit calculation) and operating costs and revenues.

18. *Land use and Development Control*

Parks Canada shall retain authority for land use planning and development and shall provide opportunities for public participation, as outlined in Section 12(1) of the *Canada National Parks Act*. The 2000 Waskesiu Community Plan and Land Use Directive will provide direction to the Superintendent and the Council on land use planning and development.

19. *Community Vision Statement*

The Community Vision Statement shall be reviewed at the same time as the community land use plan, at least once every five years. Refer to Appendix D - Community Vision Statement.

20. *Land Rent*

The parties acknowledge that land rent is a matter to be dealt with between Parks Canada (landlord) and lessees/licensees. However, it is agreed that Parks Canada will consult with the Council on land rent and its impact on the community.

21. *Fire Fighting Services*

The community budget will include provision for fire protection services for structural fires within the community. Parks Canada will facilitate cost recovery by the community for the services rendered outside the community.

The community will not be responsible for forest fire costs including pre-suppression activities such as the creation and maintenance of fuel breaks within the community.

22. *Council Authorities*

The Council authorities are approved under Section 10(1) of the *Canada National Parks Act*, which states: “The Minister may enter into agreements

with federal and provincial ministers and agencies, local and aboriginal governments, bodies established under land claims agreements and other persons and organizations for carrying out the purposes of this Act.”

23. *Designated Parks Canada Representative*

The Superintendent, Prince Albert National Park of Canada, is the officially designated representative on all matters relating to the community. When any change occurs, the Council will be notified immediately.

24. *Provincial School Division*

Parks Canada will not pursue the levying of provincial school taxes from the community.

25. *Formal Review of the Agreement*

This memorandum may be reviewed every three (3) years.

26. *Dispute Resolution*

Where the Council and the Superintendent are unable to arrive at a mutually agreeable solution to any outstanding issues, the Council may appeal the Superintendent’s decision to the Chief Executive Officer, Parks Canada Agency who may resolve the issue or will appoint a more senior official to attempt to resolve the issue. The final decision will be communicated to the Council in writing.

27. *Termination of Agreement*

This memorandum may be terminated by either party on six months notice.

Signed on behalf of the Waskesiu Community Association:

Chair, Waskesiu Community Council

Signed on behalf of the Parks Canada Agency:

Superintendent, Prince Albert National Park Of Canada