

District of Wells

Wells Community Benefit Agreement (CBA) Committee

Terms of Reference

WHEREAS the Community Charter provides that the District of Wells may establish Select or Standing Committees to consider matters referred to them by Mayor and Council, may appoint the members of the Select Committees, and may require reports of the findings or recommendations of the Select Committees;

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WHEREAS the Community Charter provides that at least one (1) member of each Select or Standing Committee must be a Councillor;

WHEREAS the District of Wells Mayor, Council, and Administrator will invite the public to submit expressions of interest to serve on the District of Wells Select or Standing Committees. Mayor and Council together will then review the applications and select people to serve on the Select or Standing Committees;

WHEREAS it is deemed appropriate to establish a Select or Standing Committee to be known as the "Wells Community Benefit Agreement (CBA)" (Committee) to advise Mayor, Council and the District of Wells administration (administration) on items with community benefit, financial and wellbeing impacts and liability risks to the municipality; and

THEREFORE, the District of Wells hereby establishes the following terms or reference to prescribe powers, duties, functions, structure and procedures of the Wells Community Benefit Agreement (CBA) Committee:

1. PURPOSE:

To support District of Wells staff in making all feasible efforts in identifying the potential impacts to the Community both financially and for the health, safety, and wellbeing of the Community. Strategically and professionally assisting Mayor, Council and Staff in making recommendations where negotiations between the District of Wells and resource extraction companies are concerned. Ensuring consistent messaging, with unity and equality representing the Community as a whole with Community engagement and input. To consider the implications of Health and Safety to user groups, programs and actions, to assess the financial and liability impact, and to recommend to administration, Mayor and Council the measures of adjustments recommended to make the best use of the municipality's resources for the better of the entire community.

SCOPE

- 1.1 In meeting its purpose, the Committee shall meet to discuss the following areas of interest regarding a Community Benefit Agreement of the District of Wells

- 1.1.1 Consideration of inclusive local employment;
- 1.1.2 Consideration of impacts to local infrastructures such as roads, streets, and utilities;
- 1.1.3 Consideration of community members health, safety, and wellbeing (dust, light, noise pollution)
- 1.1.3 Consideration of any potential financial implications, as well as benefits to the District of Wells and its stakeholders
- 1.1.4 Consideration of the Community Vision for the future sustainability of the town and any boom/bust cycles with the resource extraction company.
- 1.1.5 Engaging with industry partners to determine how a diverse range of development is financed, constructed, and managed post-occupancy.
- 1.1.6 Seek opportunities to embed community benefits into long-term, ongoing operations.
- 1.1.7 Implementation will be focused on enabling and supporting maximum community benefits through a partnership driven approach.
- 1.1.8 Seeks to contribute mutually beneficial and significant impact mitigation towards economic well-being for the Wells and area residents and the overall economy and help address challenges to the Community and other procurement needs to ensure diversity and economic resiliency for all sectors of business and labour markets. (i.e. tourism, arts, small businesses, restaurants) Further providing clarity and vision to achieve a community desired outcome.

2. MANDATE - RESPONSIBILITIES AND DUTIES:

- 2.1 The Committee is a select committee of Mayor and Council that acts in an advisory capacity to the Mayor, Council, and Administration with proposed recommendations in all matters brought before the Committee resting with the District of Wells Council.
- 2.2 **The Committee will:**
 - a) Provide professional advice and support, as well as recommend approaches and proposals relating to a Community Benefit Agreement (CBA) for the Community to Mayor, and Council and Chief Administrative Officer (CAO);
 - b) Develop new recommendations and/or guidance in order to address any areas of potential impact to the Community not currently covered.
 - c) Foster collaboration between the Company and the Community. Reflect and supports best practices, equality and unity;
 - d) Acknowledge the partnership between the Company and the Community and promote the availability of support to each other;
 - e) Be responsible for reporting and recommending to Council as well as providing feedback from the Community as a whole in an engagement process;
 - f) Share all communications and information across all members, Council, and Chief Administrative Officer. The advice provided is to be evidence-based;
 - g) Support public involvement in awareness, preparedness and planning with regards to a Community Benefit Agreement and other potential impacts of a proposed project;
 - h) Working in unity with professionals, consultants and representatives of both the District of Wells and the resource extraction company representation;
 - i) Will discuss and communicate with the Chief Administrative Officer, Mayor and Council their resource support needs and adjust strategic plans in accordance to the resource supports available from the District of Wells;

- j) Notify members of the group, Council and the Chief Administrative Officer as soon as practical, of any matters arising which may be deemed to affect the recommended and development of the committee and/or strategic plan;
- k) Members, including the Chief Administrative Officer, will be given reasonable time to gather needed information, support, and make key recommendations; and
- l) The committee shall have authority to
 - i. Investigate matters within its mandate and delegate duties to individual members of the committee as it deems appropriate provided it is not precluded from doing so by District of Wells Policies, legal and/or regulatory requirements.

3. MEMBERSHIP - COMPOSITION AND TERM OF OFFICE:

- 3.1 The Committee shall consist of five (5) professional key members from the community, one (1) or two (2) members of Council, the Chief Administrative Officer, and one (1) or two (2) professional representatives of the natural resource extraction company wherein this CBA directly involves. All members of the Committee must be appointed by Mayor and Council. Community members should be a resident or property owner in the District of Wells and/or have experience relative to the mandate of the committee. The Committee shall not exceed ten (10) members.
- 3.2 The term of office of Committee members shall be annually from the day of appointment. Committee members are eligible for reappointment
- 3.3 Where a member resigns or ceases to act as a member, Council may appoint a member to serve the remainder of the term.
- 3.4 Mayor and/or Council, pursuant to the Community Charter may rescind the appointment of a committee member at any time.
- 3.5 Committee members shall serve without remuneration.

4. HOLDING OF MEETINGS - QUORUM, VOTING AND CONDUCT:

- 4.1 The Chair of the Committee is appointed by the District of Wells Mayor and Council.
- 4.2 Unless specified at a Closed Meeting for reasons allowed under the Community Charter, all meetings shall be open to the public.
- 4.3 Meetings of the Committee shall be conducted in accordance with the District of Wells Council Procedure Bylaw. In the absence of comment in the Procedure Bylaw, Robert's Rules of Order shall apply.
- 4.4 A quorum for a meeting of the Committee is 50% of the members.
- 4.5 Resolutions of the Committee shall be decided by a majority vote with the names of those voting in the minority being recorded. Each member on the Committee shall have one vote.
- 4.6 Meetings will be held monthly. The venue for meetings shall be Council Chambers, the Community Hall or via online platform. Schedule of Meetings must be posted annually in advance of the year commencement.

5. ADMINISTRATION:

- 5.1 The minutes of the proceedings of all Committee meetings shall be recorded and signed by the Chair after formal approval by the committee. Approved minutes will be submitted to Mayor and Council.
- 5.2 A minute taker will be provided for committee meetings. The minutes will be approved by the Committee Chair before posting and/or dissemination.

5.3 The Chief Administrative Officer may appoint a member of staff as liaison to the committee, and this role will include support and assistance with coordination of the work and activities of the Wells Community Benefit Agreement Committee, subject to annual budget approval by Mayor and Council.

5.3.1 The Chief Administrative Officer or liaison should/may involve this committee in any projects or activities involving/affecting all or part of the scope of this committee. This committee should be seen as a resource to be used in a collaborative role.

5.4 The Committee will prepare an annual report to Council on the year' s achievements and an annual work plan and budget for approval by Council.

5.5 This committee will collaborate with other select committees whose scope involves this committee's scope.

6. BUDGET:

6.1 The Wells Community Benefit Agreement (CBA) Committee shall have no authority to expand or commit financial resources of the District of Wells.

7. TERMINATION:

7.1 Mayor and Council may, by resolution, dissolve the Wells Community Benefit Agreement (CBA) Committee at any time, or amend these Terms of Reference.