

BYLAW NO. 12-2020

LAC STE. ANNE COUNTY A BYLAW OF LAC STE. ANNE COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN LAC STE. ANNE COUNTY AND TOWN OF ONOWAY.

WHEREAS Section 708.28(1) of the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta, as amended, states that municipalities that have common boundaries must create a framework with each other;

Lac Ste. Anne County and the Town of Onoway have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between both municipalities; and

Lac Ste. Anne County deems it desirable and appropriate to adopt the Intermunicipal Collaborative Framework between Lac Ste. Anne County and the Town of Onoway.

NOW THEREFORE, be it resolved that the Council of Lac Ste. Anne County, duly assembled, hereby enacts as follows:

1. That the attached Schedule A - " Intermunicipal Collaboration Framework between Lac Ste. Anne County and the Town of Onoway" is hereby adopted.
2. That Bylaw No. 12-2020 shall come into force and effect upon the third reading by Lac Ste. Anne County Council and shall remain in force until repealed or amended.

Read a first time this 23 day of April 2020.

Read a second time this 23 day of April 2020.

Read a third time with the unanimous consent of the Council Members present and finally passed this 23 day of April, 2020.


Reeve
COUNTY MANAGER

**Intermunicipal Collaboration Framework Between
Lac Ste. Anne County and the Town of Onoway**

Bylaw No. 770-20

Schedule A

Table of Contents

PREAMBLE	1
1. PURPOSE	1
2. SIGNATORIES	1
3. DEFINITIONS	2
4. TERM AND REVIEW	3
5. INTERMUNICIPAL COMMITTEE	3
6. FUTURE PROJECTS, SHARED SERVICES AND AGREEMENTS	4
7. SERVICE AGREEMENTS	5
8. THE ROLE OF COUNCIL AND ADMINISTRATION.....	5
9. OVERVIEW OF MUNICIPAL SERVICES	6
10. EXISTING COOPERATION.....	8
11. INTERMUNICIPAL DEVELOPMENT PLAN.....	9
12. INDEMNITY	9
13. DISPUTE RESOLUTION	9
14. CORRESPONDENCE	11
15. AUTHORIZATIONS	11

LIST OF APPENDICES

APPENDIX A POTENTIAL FUTURE PROJECTS, SHARED SERVICES AND AGREEMENTS.....	A.1
SCHEDULE I EXISTING SERVICE DELIVERY AGREEMENTS	A.2

PREAMBLE

WHEREAS Lac Ste. Anne County and the Town of Onoway recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

WHEREAS the parties share common interests and are desirous of working together and exploring opportunities for collaborative and/or supportive service delivery to provide services to their residents and ratepayers; and

WHEREAS the parties are committed to the principle of mutual benefit to deliver some services within the region effectively, efficiently, and economically; and

WHEREAS the parties share a common border; and

WHEREAS the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework, known as an “Intermunicipal Collaborative Framework”, with each other that identifies the services provided by each municipality and the funding arrangements for these services;

NOW THEREFORE, by mutual covenant of the parties hereto, it is agreed as follows:

1. PURPOSE

- a) The purpose of this Framework is to establish an Intermunicipal Committee and a collaborative process to direct intermunicipal communication and cooperation to explore and support services that have, or may have, mutual benefit.

2. SIGNATORIES

- a) The signatories to this Framework are the Lac Ste. Anne County and Town of Onoway.
- b) The terms “Signatory”, “Party”, “Partner” and “Municipality” may be used interchangeably in this agreement.

3. DEFINITIONS

a) In this Agreement:

"Capital Costs" means expenses related to developing or obtaining infrastructure or other hard assets such as new facilities /equipment, expansions to existing facilities/equipment and intensification of use of existing facilities.

"Chief Administrative Officer" means the Chief Administrative Officer (CAO) for each municipal jurisdiction party to this agreement or their designate(s) thereof.

"Committee" means Intermunicipal Collaboration Committee as defined in Section 5 of this Agreement;

"Framework" or **"Agreement"** may be used interchangeably in this document and means this agreement including all Appendices and Schedules hereto.

"Intermunicipal Development Plan" in this agreement means the Intermunicipal Development Plan that has been developed for Lac Ste. Anne County and Town of Onoway, and any amendments thereto;

"Intermunicipal Service Provision" refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer or deliver a civic service or function;

"Lead" refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.

"Municipal Service Provision" refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

"Mutual Benefit" means equality and respect within the relationship between the partners and agreements in which both parties gain value.

"Service Delivery Agreement" means a legally binding agreement such as a Contract, Agreement, or Memorandum of Understanding that outlines cost-sharing and management of new arrangements and is signed by both parties.

"Services" or **"In-Scope Services"** means services that both parties may consider for joint cost sharing or management and are identified in Section 5 of this Agreement.

"Signatory", "Party", "Partner", or "Municipality" means Town of Onoway and Lac Ste. Anne County.

“Third-Party Service Provision” refers to municipal services provided through an agreement with a non- municipal independent entity. This refers to those services that are offered through agencies, boards, commissions and current or former publicly owned corporations (also known as crown or government- owned corporations that manage major infrastructure and associated services) in a region;

“Year” means the calendar year beginning on January 1st and ending on December 31st.

4. TERM AND REVIEW

Effective Date and Duration

- a) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of this Intermunicipal Collaboration Framework (ICF) agreement by three readings of this Bylaw by the respective Municipalities.

Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every five (5) years commencing no later than 2025 to review the terms and conditions of the agreement, or upon request by either party.

Amendments

- c) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- d) Amended copies of this Agreement shall come into force on the passing of motions amending the agreement by both municipalities.
- e) Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.

5. INTERMUNICIPAL COMMITTEE

- a) Lac Ste. Anne County and Town of Onoway agree to allow the Committee established within the Intermunicipal Development Plan to act on issues relating to this ICF (hereinafter referred to as the Committee).
- b) The Committee will meet on an as required basis and will develop recommendations to the councils on all matters of strategic direction and cooperation affecting residents of the Municipalities.
- c) The CAOs will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective councils.

- d) The Committee will promote a consistent and shared flow of information from intermunicipal meetings from a set of common notes that will be established. The common notes will be confidential and regarded as privileged until released by mutual consent of the chief elected officials.
- e) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- f) "Services" or "In scope services" to be considered in this agreement for potential future joint cost sharing or management include:
 - i. Transportation;
 - ii. Water and Wastewater;
 - iii. Solid Waste;
 - iv. Emergency Services;
 - v. Recreation; and
 - vi. Other services that benefits residents.

6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS

- a) When either municipality seeks to pursue a new project and/or initiative with the other party, the initiating CAO or designate will notify the other CAO in writing.
- b) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- c) The Committee will meet to discuss the project within 30 days, if requested by either partner, and may schedule subsequent meetings as needed.
- d) The following criteria will be used when assessing the desirability of participating and/or funding of new projects:
 - i. The nature of the project;
 - ii. The level of community support including the demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
 - iii. Relationship of a proposed capital project to the Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities;
 - iv. The projected operating cost for new capital projects;
 - v. Projected utilization by residents of both municipalities; and
 - vi. Municipal debt limit.
- e) The Committee will review and negotiate the terms related to the project or new shared service including the cost sharing arrangement of the project or service. The Committee will provide a recommendation for approval to the councils of the partners.

- f) In the event that the Committee or municipal councils are unable to reach an agreement within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this bylaw. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.
- g) A proposed list of future service projects or initiatives to be explored by the Committee are included in Appendix A of this Agreement. This list may be updated from time to time as agreed to by the Committee.
- g) The Municipalities recognize that the decision to participate in, or not participate in, a project ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the project and any borrowing that could be required.

7. SERVICE AGREEMENTS

- a) Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
 - i. The start date that the change will take effect.
 - ii. A plan to phase out the existing service delivery and to initiate the new service delivery methods.
 - iii. A plan for the phasing in or out of cost sharing, or other arrangements.
 - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a joint cost sharing or management agreement, a service agreement shall be developed on that specific item.
- c) When developing service agreements, the Committee shall:
 - i. Clearly identify which municipality will lead service delivery for the service(s).
 - ii. Determine the appropriate funding for the service(s) discussed.
 - iii. Set out a time frame for the delivery of the service(s) discussed including the start and end date of the service delivery.
 - iv. Set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.

8. THE ROLE OF COUNCIL AND ADMINISTRATION

- a) Each council retains the ability and responsibility to make decisions on behalf of their residents. By signing on to the Framework each council is affirming a commitment to increased collaboration, cooperation, and to provide direction to their administration and the public for the importance of increased communication at all levels of the organization.
- b) Administration, through the direction of the CAO, will be the mechanism through which the Framework is formalized, maintained, delivered, and made durable.

- i. Administration will be responsible to ensure the requirements of the Framework are carried out operationally and can initiate communication on an as needed basis.
- ii. Municipal counterparts will work together to address issues that arise within the scope of their authority and mandate and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.

9. OVERVIEW OF MUNICIPAL SERVICES

- a) Lac Ste. Anne County and Town of Onoway have both reviewed the services offered to residents.
- b) Based on the review it has been determined that each party desires to continue to provide services through the various arrangements that are in place independently, with their respective municipal partners and third-party bodies.
- c) The following listing indicates which services are provided independently by each municipality, intermunicipally or via a third-party provider to residents and ratepayers in each municipal jurisdiction, (as of the date of Bylaw adoption).

“Municipal Service Provision” refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

“Intermunicipal Service Provision” refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer or deliver a civic service or function.

“Third-Party Service Provision” refers to municipal services provided through an agreement with a non- municipal independent entity. This refers to those services that are offered through agencies, boards, commissions and current or former publicly-owned corporations (also known as crown or government- owned corporations that manage major infrastructure and associated services) in a region.

Service Provision in Lac Ste. Anne County

ICF Category	Municipal	Intermunicipal Service Provisions	Intermunicipal between County and Town	Third-Party Service Providers
Transportation	1. Road Maintenance, Snow Plowing, Graveling	1. Transit (East End Bus)		1. Road Maintenance, Snow Plowing, Graveling
Water/Wastewater	1. Water 2. Wastewater 3. Bulk Water Sales	1. Water		1. Water 2. Wastewater 3. Bulk Water Sales

ICF Category	Municipal	Intermunicipal Service Providers	Intermunicipal between County and Town	Third-Party Service Providers
Solid Waste	<ol style="list-style-type: none"> 1. Solid Waste 2. Collection 3. Recycling 4. Transfer Stations 	<ol style="list-style-type: none"> 1. Recycling 2. Transfer Stations 	<ol style="list-style-type: none"> 1. Transfer Station 	<ol style="list-style-type: none"> 1. Landfill 2. Recycling 3. Solid Waste
Emergency Services	<ol style="list-style-type: none"> 1. Fire 2. Emergency Management 	<ol style="list-style-type: none"> 1. Fire 2. Mutual Aid 3. Emergency Response Plan 4. Disaster Services 	<ol style="list-style-type: none"> 1. Mutual Aid 	<ol style="list-style-type: none"> 1. Police 2. Ambulance
Recreation	<ol style="list-style-type: none"> 1. Park/Playground Sites 2. Boat Launches 3. Campgrounds 4. County Arenas 5. Trails 6. Halls 7. FCSS 8. Early Years Education 	<ol style="list-style-type: none"> 1. Programs 2. Administration 3. Cultural 4. Community Program Libraries 5. Sports League 6. Early Years education 	<ol style="list-style-type: none"> 1. Athletic Fields 2. Library 	<ol style="list-style-type: none"> 1. YRL 2. Arenas 3. Community Halls
Other Services that Benefit Residents	<ol style="list-style-type: none"> 1. Bylaw Enforcement 2. Engineering 3. Family & Community Support Services 4. Tax Assessment 5. General Purchasing & Procurement 6. Communication & Public Engagement 7. Asset Management 8. Pest Control 9. Rural Roadside Mowing 10. Rental Equipment 11. Economic Development 12. Planning and Development 13. GIS 	<ol style="list-style-type: none"> 1. Weed Control 2. Family & Community Support Services 3. Assessment Review Board 4. Subdivision and Development Appeal Board 5. Public Works 6. Onoway Medical Clinic 7. Economic Development 8. Broadband 	<ol style="list-style-type: none"> 1. By law Enforcement 2. Assessment Review Board 3. Economic Development 4. Family & Community Support Services 5. Onoway Medical Clinic 6. Broadband 	<ol style="list-style-type: none"> 1. Lac Ste. Anne Foundation 2. Airport 3. Safety Code Permits

Service Provision in Town of Onoway

ICF Category	Municipal	Intermunicipal Service Providers	Intermunicipal between County and Town	Third-Party Service Providers
Transportation	1. Road Maintenance, Snow Plowing, Graveling	1. Transit (East End Bus)		
Water/Wastewater	1. Water 2. Wastewater 3. Bulk Water Sales	1. Water 2. Bulk water		1. Wastewater
Solid Waste	1. Solid Waste Collection 2. Recycling	1. Waste Commission		1. Garbage Collection 2. Recycling
Emergency Services	1. Fire 2. Emergency Management		1. Mutual Aid Fire 2. Mutual Aid Emergency Management	1. Police 2. Ambulance 3. Fire 4. Emergency Management
Recreation	1. Athletic Fields 2. Trails 3. Park/Playgrounds 4. Community Hall 5. Programs 6. Cultural 7. FCSS 8. Library 9. Dog Park 10. Skateboard Park		1. Programs 2. Athletic Fields 3. Library	1. YRL 2. Athletic Fields 3. Arenas/outdoor rink 4. Curling Rink 5. Fitness Gym
Other Services that Benefit Residents	1. Economic Development 2. Family & Community Support Services 3. Communication & Public Engagement	1. Family & Community Support Services 2. Administration. 3. Assessment Review Board 4. Communication & Public Engagement	1. Economic Development 2. Assessment Review Board 3. By law Enforcement 4. Onoway Medical Clinic 5. Broadband	1. Lac Ste. Anne Foundation 2. Electricity 3. Planning and Development 4. Broadband 5. Safety Code Permits 6. Weed Control

10. EXISTING COOPERATION

- a) Lac Ste. Anne County and Town of Onoway have agreements in place or are finalizing agreements to provide the following services to residents and ratepayers (as of the date of ratification of this ICF):
- i. **Recreation:** Lac Ste. Anne County and Town of Onoway will have an agreement in place no later than December 31, 2020 outlining the County's financial support to the Town of Onoway and local service providers.
 - ii. **Emergency Services:** Lac Ste. Anne County and Town of Onoway have a mutual aid agreement in place for emergency services.
 - iii. **Transportation:** Lac Ste. Anne County and Town of Onoway have an agreement in

place where Onoway will contribute to the road upgrades on Township Road 554.

- v. **Enforcement:** Lac Ste. Anne County and Town of Onoway have an agreement in place whereby the County provides the Town with Community Peace Officer and Bylaw Enforcement Services.
 - vi. **Other:** Lac Ste. Anne County and Town of Onoway have an agreement in place whereby the County provides a Regional Assessment Review Board at a fee for service to Town of Onoway.
 - vii. **Other:** Lac Ste. Anne County and Town of Onoway may have an agreement in place for transfer station service for Town of Onoway by Lac Ste. Anne County.
- b) Where any of the above agreements have lapsed, the Committee may desire to review, reconsider and renew agreements on similar or amended terms – or terminate the mutual service.

11. INTERMUNICIPAL DEVELOPMENT PLAN

- a) The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the MGA.
- b) The Intermunicipal Development Plan will be reviewed as required by the IDP, at the request of one or both of the Municipalities, or in conjunction with the review of the ICF.

12. INDEMNITY

- a) Town of Onoway shall indemnify and hold harmless Lac Ste. Anne County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Town of Onoway, its employees or agents in the performance of this Agreement.
- b) Lac Ste. Anne County shall indemnify and hold harmless Town of Onoway, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Lac Ste. Anne County, its employees or agents in the performance of this Agreement.

13. DISPUTE RESOLUTION

- a) Town of Onoway and Lac Ste. Anne County agree that it is important to avoid any dispute by ensuring that the intent of the Framework is followed; and if there are any disagreements as to the interpretation and application of this Framework; or any agreements hereto that do not have a dispute resolution mechanism specified within them; the following binding dispute resolution mechanism, will be implemented.

As agreements are renegotiated over time, it is the intent that all agreements which are contained within the Framework will follow this dispute resolution process.

To satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute or disagreement resolution process consisting of seven stages has been established.

- b) If there is a disagreement regarding matters outlined in the Framework, they shall be addressed and resolved at any of the stages of the dispute resolution process outlined as follows:

DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) Both parties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) Any dispute arising out of the interpretation, implementation of this Framework or any contravention or alleged contravention of this Framework will firstly be addressed by the administrations of both Parties. Where a dispute cannot be resolved to the satisfaction of both Parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Parties.
- 4) Where dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 5) Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both parties, unless the Committee agrees to extend this timeframe.
- 6) Where a dispute cannot be resolved to the satisfaction of the Councils of both parties, the Parties may seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the parties.
- 7) In the event that a dispute cannot be resolved through the above noted provisions, the arbitration processes contained in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

14. CORRESPONDENCE

a) Written notice under this Agreement shall be addressed as follows:

i. In the case of Lac Ste. Anne County to:

Lac Ste. Anne County
Box 219
Sangudo, AB T0E2A0

Attention: Chief Administrative Officer

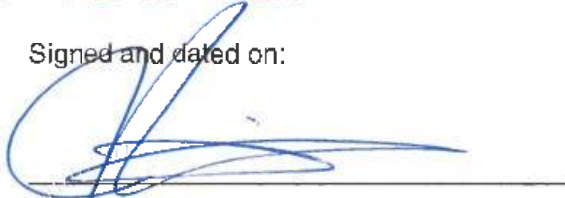
ii. In the case of Town of Onoway to:

Town of Onoway
4812 51 Street
Box 540
Onoway, AB T0E1V0

Attention: Chief Administrative Officer

15. AUTHORIZATIONS

Signed and dated on:



Mayor, Town of Onoway



CAO, Town of Onoway

April 2, 2020
Date



Reeve, Lac Ste. Anne County



CAO, Lac Ste. Anne County

May 6/2020
Date

Appendix A POTENTIAL FUTURE PROJECTS, SHARED SERVICES, OR AGREEMENTS

1. The Municipalities have identified that the following items will be explored in further detail after the adoption of this Intermunicipal Collaboration Framework:
 - a) Regional Safety Codes Inspection and Permitting;
 - b) Regional Broadband;
 - c) Economic Development;
 - d) Onoway Medical Clinic
 - e) In-kind contributions

SCHEDULE I - EXISTING SERVICE DELIVERY AGREEMENTS

The Municipalities have worked collaboratively in the past with the following agreements in place to serve residents of both municipalities:

Service Category	Year	Name of Agreement	File Number	Lead Municipality	Funding Arrangement
Recreation and Other Services	2020	Recreation Agreement TBD		Both	
Other Services	2011	Assessment Review Board Services Agreement		Lac Ste. Anne County	Fee for Service
Other Services	2019	Enforcement Services Agreement		Lac Ste Anne	Fee for Service
Emergency	2016	Mutual Aid Fire Agreement		Dependent on Emergency	Fee for Service
Transportation	2018	Township Road 544		Lac Ste Anne County	Municipal Contribution
Emergency	2020	Emergency Management Mutual Aid		Dependent on Emergency	Fee for Service

As new agreements are negotiated, they will be added to this list.

**TOWN OF ONOWAY
BYLAW NO. 770-20**

**A BYLAW FOR THE TOWN OF ONOWAY IN THE PROVINCE OF ALBERTA, FOR
THE PURPOSE OF ADOPTING THE INTERMUNICIPAL FRAMEWORK BETWEEN
LAC STE. ANNE COUNTY AND THE TOWN OF ONOWAY**

**WHEREAS, it is provided in and by the Municipal Government Act, being Chapter M-26,
RSA 2000, Section 708, Part 28, Division 1 and amendments thereto, states that
municipalities that have common boundaries must create a framework with each other:**

Lac Ste. Anne County and the Town of Onoway have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between both municipalities; and

The Town of Onoway deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework between Lac Ste. Anne County and the Town of Onoway.

NOW THEREFORE, be it resolved that the Council of The Town of Onoway, duly assembled, hereby enacts as follows:

1. That the attached Schedule A - " Intermunicipal Collaboration Framework between Lac Ste. Anne County and the Town of Onoway" is hereby adopted.
2. That Bylaw No. 770-20 shall come into force and effect upon the third reading by The Town of Onoway Council and shall remain in force until repealed or amended.

READ a first time on this 2nd day of April, 2020.

READ a second time on this 2nd day of April, 2020.


UNANIMOUS CONSENT to proceed to third reading on this 2nd day of April, 2020.

READ a third time and passed on this 2nd day of April, 2020.

SIGNED this 2nd day of April, 2020.



Mayor Judy Tracy



Wendy Wildman
Chief Administrative Officer