

TOWN OF VEGREVILLE - COUNTY OF MINBURN

Intermunicipal Collaboration Framework

Bylaw 1300-20

Prepared by Red Willow Planning

COUNTY OF MINBURN NO. 27

BYLAW NO. 1300-20

A BYLAW OF THE COUNTY OF MINBURN NO. 27, VEGREVILLE, IN THE PROVINCE OF ALBERTA TO ADOPT THE COUNTY OF MINBURN AND TOWN OF VEGREVILLE INTERMUNICIPAL COLLABORATION FRAMEWORK.

WHEREAS, the *Municipal Government Act (MGA)*, Revised Statutes of Alberta 2000, Chapter M-26 mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that lists the services provided by each municipality, identify which services are best provided on an intermunicipal basis, and outline how each service will be intermunicipally delivered and funded.

AND WHEREAS, the County of Minburn No. 27 and the Town of Vegreville share a common boundary.

AND WHEREAS, the County of Minburn No. 27 and the Town of Vegreville share common interest and are desirous of working together to provide services to their residents.

NOW THEREFORE the Council of the County of Minburn No. 27 in the Province of Alberta, duly assembled, pursuant to the terms of the *Municipal Government Act*, hereby enacts as follows:

- 1. This Bylaw may be cited as the “**County of Minburn and Town of Vegreville Intermunicipal Collaboration Framework Bylaw**”.
- 2. The County of Minburn No. 27 adopts the County of Minburn and Town of Vegreville Intermunicipal Collaboration Framework being the document attached hereto and forming part of this Bylaw.
- 3. Bylaw No. 1300-20 comes into force on the date of the third and final reading and passed unanimously by Council the 14th day of February 2020.

FIRST READING February 14, 2020
SECOND READING February 14, 2020
THIRD READING..... February 14, 2020



Reeve


Chief Administrative Officer

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WHEREAS, the Town of Vegreville and the County of Minburn No. 27 share a common border; and

WHEREAS, the Town of Vegreville and the County of Minburn No. 27 share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that Parties that have a common boundary must create a framework with each other that identifies the services provided that serve both municipalities' residents; and, for each of these services, identify which municipality provides the service, how it will be delivered and how it will be funded.

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

1. Definitions

1. In this Agreement
 - a. "Committee" – means the Intermunicipal Committee as defined in Section 4 of this Agreement.
 - b. "Service agreement" means a legally binding agreement such as a Contract, Agreement, Memorandum of Agreement or Memorandum of Understanding that is signed by both Parties.
 - c. "Capital Costs" means new facilities, expansions to existing facilities and intensification of use of existing facilities.
 - d. "The Parties" – means the Town of Vegreville and the County of Minburn No. 27.
 - e. "Year" means the calendar year beginning on January 1st and ending on December 31st.

2. Term and Review

1. In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of the bylaws by both Parties.
2. This Agreement may be amended by mutual consent of both Parties unless specified otherwise in this Agreement. Amended copies of this agreement shall come into force on the passing of bylaws by both Parties.
3. Amended versions to this agreement shall supersede and replace all previous versions of this agreement.
4. It is agreed that the Town of Vegreville and the County of Minburn No. 27 shall meet at least once every four years, or upon request by either party, commencing no earlier than 90 calendar days and no later than 180

calendar days after a municipal election to review the terms and conditions of the agreement.

5. This agreement will be in place until such time that either party or both Parties decide otherwise. It shall be reviewed every five (5) years. The agreement will be rescinded though the passing of bylaws by both Parties.

3. Intermunicipal Cooperation

1. The Town of Vegreville and the County of Minburn No. 27 agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
2. 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 Town and County residents, except matters where other current operating structures and mechanisms are operating successfully. Services to be considered in this agreement for potential future joint-cost sharing or management include:
 - a. Economic Development
 - b. GIS Sharing
 - c. Bylaw Enforcement
 - d. Regionalization of Mutual Aid/Fire Services
 - e. FCSS 3-Year Funding Agreement
3. Where the Committee desires a joint cost sharing or management agreement on any of the items identified 3.2 above, a service agreement shall be required to be developed on that specific item.
4. The Committee shall consist of eight members, being three elected officials from each municipality and the Chief Administrative Officer and Town Manager from the respective municipalities.
5. The Chief Administrative Officer and Town Manager will be advisory to the Committee and responsible for developing agendas and recommendations on all matters. Chief Administrative Officer and Town Manager will be responsible for forwarding all recommendations from the Committee to their respective Councils. The Chief Administrative Officer and Town Manager are non-voting members of the Committee.
6. Meeting requests will be directed by the initiating municipality's Chief Administrative Officer/Town Manager to the other municipality's Chief Administrative Officer/Town Manager.

4. Municipal Services

1. The Town of Vegreville and the County of Minburn No. 27 have worked collaboratively to develop the following agreements to serve residents of both municipalities:
 - a. Road Maintenance
 - The Parties agree to provide year-round no-fee road maintenance on certain roads they do not control but that are within their respective jurisdictions for mutual benefit. There is no term to this agreement.
 - b. Recreation
 - The Parties agree to a three-year funding model where the County provides operating and maintenance grants to Town-owned/operated recreation and cultural facilities and programs to which County residents within a certain geographic area of the County have access.
 - c. Solid Waste
 - The Town owns, operates and maintains the Vegreville Sanitary Landfill. The Parties have agreed that the County will pay an annual fee to the Town to ensure residents in a certain geographic area of the County to continue to have access to the Landfill. Starting in 2020, the agreement will have a five-year term.
 - d. Emergency Services Mutual Aid
 - An agreement to provide mutual aid in the event of a disaster or emergency. The party requesting mutual aid is responsible for all costs incurred by the responding party in coming to the requesting party's aid. The term of the agreement is indefinite and ends only when a party gives notice to withdraw.
 - e. Fire and Emergency Services
 - The Town provides emergency and fire services to geographically defined area of the County and the County agrees to pay certain fees as outlined in the Agreement. The term of the agreement ends December 31, 2021.
 - f. Family and Community Support Services (FCSS)
 - The Town provides FCSS services and programs to County residents in a defined geographical location in exchange for the County providing annual funding support as outlined in the Agreement. The Agreement is re-negotiated annually.

g. Lavoy and Bulk Water Servicing Agreement

- The Town will operate and maintain the County's utility infrastructure with respect to the Hamlet of Lavoy's potable water and sanitary sewer systems and the bulk water purchasing stations located in the Hamlets of Ranfurly and Minburn. The Town will also supply and install water meters, and etc., as required. The Town will invoice the County monthly for the regular operation and maintenance of the utility infrastructure and will invoice for any costs associated with the installation of water meters, and etc., at cost plus 15%. The Agreement has an annual term that rolls over unless otherwise renegotiated.

5. Future Projects and Agreements

1. In the event that either Party initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating municipality's Chief Administrative Officer/Town Manager will notify the other municipality's Chief Administrative Officer/Town Manager.
2. Once either municipality has received written notice of a new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the written notice was received, unless the municipalities' respective Chief Administrative Officer and Town Manager agree otherwise.
3. The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event that the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 7 of this document.

6. Indemnity

1. The Town of Vegreville shall indemnify and hold harmless the County of Minburn No. 27, 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 the Town of Vegreville, its employees or agents in the performance of this Agreement.
2. The County of Minburn No. 27 shall indemnify and hold harmless the Town of Vegreville, 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 the County of Minburn No. 27, its employees or agents in the performance of this Agreement.

3. The Town of Vegreville shall manage the administration associated with this agreement including but not limited to managing amended versions of the agreement, the preparation of agreement copies and any associated Freedom of Information and Protection of Privacy (FOIP) requests which may occur.

7. Dispute Resolution

1. The Town of Vegreville and the County of Minburn No. 27 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, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations
3. Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administrations of both the Town of Vegreville and the County of Minburn No. 27. Where a dispute cannot be resolved to the satisfaction of both Parties after thirty (30) calendar days, the dispute will be referred to the municipalities' respective Chief Administrative Officer and Town Manager.
4. Where a dispute cannot be resolved to the satisfaction of the municipalities' respective Chief Administrative Officer and Town Manager 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 Mayor/Reeve and Council of each municipality.
6. Where a dispute cannot be resolved to the satisfaction of the Mayor/Reeve and Council of each municipality, the Parties will 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 steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to both Parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both Parties.
8. The costs of arbitration shall be shared equally between the Parties.
9. For all development, subdivision or planning matters intermunicipal disputes shall follow agreed to processes outlined in an approved

Intermunicipal Development Plan between both Parties and in the *Municipal Government Act*. In situations where an approved Intermunicipal Development Plan is in conflict with the *Municipal Government Act* as it pertains to intermunicipal disputes, provisions in the *Municipal Government Act* shall prevail.

8. Correspondence

1. Written notice under this Agreement shall be addressed as follows:

a. In the case of the Town of Vegreville to:

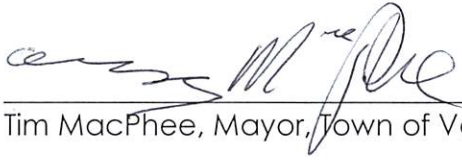
Town of Vegreville
c/o Town Manager
4829 50 Street, Box 640
Vegreville, AB T9C 1R7

b. In the case of the County of Minburn No. 27 to:

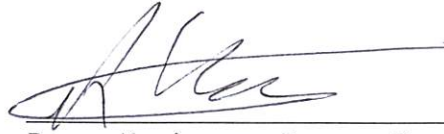
County of Minburn No. 27
c/o Chief Administrative Officer
4909 50 Street, Box 550
Vegreville, AB T9C 1R6

9. Authorizations

Signed and dated on:



Tim MacPhee, Mayor, Town of Vegreville



Roger Konieczny, Reeve, County of Minburn No. 27

Feb 5 2020

Date

Feb 5 2020

Date



Cliff Craig, Town Manager, Town of Vegreville



Brent Williams, CAO, County of Minburn

FEB 5, 2020

Date

Feb 5, 2020

Date