

# Village of Mannville + County of Minburn No. 27 INTERMUNICIPAL COLLABORATION FRAMEWORK

4 March 2020





#### **BYLAW NO. 2020-843** VILLAGE OF MANNVILLE

#### BEING A BYLAW OF THE VILLAGE OF MANNVILLE IN THE PROVINCE OF ALBERTA TO ADOPT THE VILLAGE OF MANNVILLE AND COUNTY OF MINBURN NO. 27 INTERMUNICIPAL COLLABORATION FRAMEWORK.

WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000 c. M-26 Section 708.28(1) and amendments thereto, mandates that municipalities which share a common boundary must create an Intermunicipal Collaboration Framework with one another;

AND WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000 c. M-26 Section 708.29 and amendments thereto, establishes the content of a framework that must considered, including identification of the services provided on an intermunicipal basis, the municipality or municipalities responsible for providing the services, and how the services will be delivered and funded;

AND WHEREAS, the Village of Mannville and County of Minburn No. 27 are municipalities in a region with common boundaries;

AND WHEREAS, Village of Mannville and County of Minburn No. 27 share a common regional interest and are desirous of working together to provide services to their residents;

NOW THEREFORE, be it resolved that the Council of the Village of Mannville, in the Province of Alberta, duly assembled hereby enacts as follows:

- 1. THAT the Village of Mannville and County of Minburn No. 27 Intermunicipal Collaboration Framework attached hereto as "Schedule A" of this Bylaw is hereby adopted.
- 2. This Bylaw may be cited as " Village of Mannville and County of Minburn No. 27 Intermunicipal Collaboration Framework."
- 3. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act, R.S.A. 2000, c. M-26, as amended.
- 4. Should any provision of this Bylaw be found invalid, the invalid provision shall be severed, and the remaining Bylaw shall be maintained.

#### **EFFECTIVE DATE**

This Bylaw shall come into force and effect on the final date of passing thereof.

READ A FIRST TIME THIS 17 DAY OF MARCH, 2020.

READ A SECOND TIME THIS 17 DAY OF MARCH, 2020.

UNANIMOUS CONSENT FOR THIRD AND FINAL READING.

READ A THIRD AND FINAL TIME THIS 17 DAY OF MARCH, 2020.

Chief Elected Official Rex Smith, Mayor

Chief Administrative Officer Jody Umula Jody Quickstad, CAO

### **COUNTY OF MINBURN NO. 27**

#### **BYLAW NO. 1307-20**

A BYLAW OF THE COUNTY OF MINBURN NO. 27, VEGREVILLE, IN THE PROVINCE OF ALBERTA TO ADOPT THE COUNTY OF MINBURN AND VILLAGE OF MANNVILLE 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 Village of Mannville share a common boundary.

**AND WHEREAS**, the County of Minburn No. 27 and the Village of Mannville 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 Village of Mannville Intermunicipal Collaboration Framework Bylaw".
- 2. The County of Minburn No. 27 adopts the County of Minburn and Village of Mannville Intermunicipal Collaboration Framework being the document attached hereto and forming part of this Bylaw.
- Bylaw No. 1307-20 comes into force on the date of the third and final reading and passed unanimously by Council the 13<sup>th</sup> day of March 2020.

FIRST READING March 13, 2020	
SECOND READING March 13, 2020	2
THIRD READING March 13, 2020	

REEVE

CHIEF ADMINISTRATIVE OFFICER

# TABLE OF **CONTENTS**

TABLE OF CONTENTS	I
INTERPRETATION OF TERMS AND ACRONYMS	II
EXECUTIVE SUMMARY	111
PART 1 INTRODUCTION	1
<ol> <li>PURPOSE</li> <li>PARTICIPATING MUNICIPALITIES</li> <li>SCHEDULES TO THE ICF</li> <li>TERM AND REVIEW</li> <li>DECISION MAKING PROCESS</li> </ol>	1 1 1 1 1
PART2INTERMUNICIPAL COLLABORATION COMMITTEE	2
<ul> <li>2.1 INTENT</li> <li>2.2 EFFECTIVE DATE</li> <li>2.3 COMPOSITION</li> <li>2.4 REPORTING</li> <li>2.5 TERMS OF REFERENCE</li> </ul>	2 2 2 2 2 2
PART 3 INTERMUNICIPAL COOPERATION	3
<ul><li>3.1 PRINCIPLES OF INTERMUNICIPAL COOPERATION</li><li>3.2 INVENTORY OF SERVICES</li><li>3.3 FUTURE COLLABORATION OPPORTUNITIES</li></ul>	3 3 4
PART 4 DISPUTE RESOLUTION	6
<ul><li>4.1 DISPUTE RESOLUTION PRINCIPLES</li><li>4.2 DISPUTE RESOLUTION PROCESS</li></ul>	6 6
PART 5 CORRESPONDENCE	8
SCHEDULE A ICC TERMS OF REFERENCE	9
SCHEDULE B DISCUSSION PROTOCOLS	12
SCHEDULE C DETAILED INVENTORY OF SERVICES	14

# INTERPRETATION OF TERMS AND ACRONYMS

The Village of Mannville and the County of Minburn Intermunicipal Collaboration Framework has been written with the purpose of being a document that can easily be read and used by the participating municipalities' Councils, Administrations, residents, and development proponents. The purpose of this section is to provide greater clarity to the reader with respect to common terms and acronyms used in the document and accompanying schedules.

ACRONYM	NAME OR PHRASE
ARP	Area Redevelopment Plan
ASP	Area Structure Plan
ICF	Intermunicipal Collaboration Framework
IDP	Intermunicipal Development Plan
LUB	Land Use Bylaw
LUF	Land Use Framework
MDP	Municipal Development Plan
MGA	Municipal Government Act, R.S.A. 2000, c. M-26, as amended

PHRASE	DEFINITION
Participating Municipalities	The Village of Mannville and the County of Minburn No. 27.
Initiating Municipalities	The municipality that is the primary proponent of a proposed intermunicipal collaboration project or opportunity, or the municipality that initiates a dispute resolution process.
Responding Municipalities	The municipality that have been requested by an initiating municipality to be party to a proposed intermunicipal collaboration project or opportunity, or a municipality that have been issued notice of a dispute.

# EXECUTIVE **SUMMARY**

The Village of Mannville and the County of Minburn have partnered to prepare the Village of Mannville and the County of Minburn Intermunicipal Collaboration Framework. The participating municipalities have entered into this Intermunicipal Collaboration Framework in good faith, and with a commitment to intermunicipal communication and collaboration that benefits the residents of the region.

A Steering Committee, comprised of representatives from all partnering municipalities, was established in 2019 to guide the project and provide information and direction to the project consultant. Municipal Planning Services was contracted to prepare an Intermunicipal Collaboration Committee Terms of Reference, create an inventory of municipal and intermunicipal services, develop processes for decision making, and develop dispute resolution procedures – to support the development of the Intermunicipal Collaboration Framework.

Intermunicipal Collaboration Frameworks (ICFs) were introduced by the Province of Alberta as part of the *Modernized Municipal Government Act* in 2018. All municipalities that share a common border (and are not part of a Growth Management Board) are required to adopt an ICF.

The purpose of an ICF is to facilitate communication and cooperation between neighbouring municipalities in order to ensure municipal services are provided to residents in an efficient and cost effective manner.

The Village of Mannville and the County of Minburn ICF consists of 5 Parts and includes 3 Schedules (documents and plans intended to provide further guidance/information).

# PART 1 INTRODUCTION

## 1.1 Purpose

1. The purpose of the Village of Mannville and the County of Minburn Intermunicipal Collaboration Framework (ICF) is to establish formalized protocols for intermunicipal cooperation, communication, and service delivery.

## 1.2 Participating Municipalities

1. The following municipalities are party to the ICF: the Village of Mannville and the County of Minburn.

## 1.3 Schedules to the ICF

1. The following Schedules are referenced in the ICF, and are included for information.

SCHEDULE	TITLE
Α	Intermunicipal Collaboration Committee Terms of Reference
В	Discussion Protocols
С	Detailed Inventory of Services

## 1.4 Term and Review

- 1. In accordance with the *Municipal Government Act*, the Village of Mannville and the County of Minburn Intermunicipal Collaboration Framework shall come into effect on final passing of matching bylaws that contain the ICF by all participating municipalities.
- 2. The Village of Mannville and the County of Minburn Intermunicipal Collaboration Framework may be amended by mutual content by the participating municipalities, unless specified otherwise in this ICF.
- 3. It is agreed by the participating municipalities that the Intermunicipal Collaboration Committee shall undertake a formal review the Village of Mannville and the County of Minburn Intermunicipal Collaboration Framework at least once every five years, commencing no later than 2025.

# 1.5 Decision Making Process

- 1. Unless otherwise identified in this ICF, decision-making related to this ICF shall be vested in the participating municipalities' Councils.
- 2. Together, the Intermunicipal Collaboration Committee (ICC) Terms of Reference included in Schedule A and the Discussion Protocols in Schedule B outline how the ICC will function, and guide how the participating municipalities determine what issues, projects, and initiatives are subject to this ICF.

# PART 2 INTERMUNICIPAL COLLABORATION COMMITTEE

## 2.1 Intent

- 1. In order to establish meaningful and ongoing intermunicipal communication, the participating municipalities agree to establish a joint Intermunicipal Collaboration Committee (ICC, or 'the Committee') with the intent of:
  - a. Fostering effective collaboration between the participating municipalities;
  - b. Ensuring the routine monitoring of intermunicipal relationships and agreements; and
  - c. Providing a forum for dealing with intermunicipal concerns and capitalizing on regional opportunities in a mutually beneficial and timely fashion.

## 2.2 Effective Date

1. The ICC is established as of the effective date of the ICF and subsequently renewed at the respective organizational meetings of each participating municipality on an annual basis as long as this ICF is in effect.

# 2.3 Composition

- 1. The ICC shall be comprised of two elected officials and the Chief Administrative Officers from each of the participating municipalities. The composition of the ICC (including the identification of voting and non-voting members) is identified in the Intermunicipal Collaboration Committee Terms of Reference in Schedule A.
- 2. The ICC may be comprised of the same individual members as the Intermunicipal Planning Committee established as part of the Village of Mannville & the County of Minburn Intermunicipal Development Plan. However, the two committees shall retain separate functions.

## 2.4 Reporting

1. At minimum, the ICC shall report annually to the Councils of the participating municipalities in open sessions on the status of the participating municipalities' intermunicipal relationship and any cooperation agreements.

## 2.5 Terms of Reference

1. The ICC shall be guided by the intent and provisions of the ICC Terms of Reference included as Schedule A, and the Discussion Protocols included as Schedule B.

# PART 3 INTERMUNICIPAL COOPERATION

## 3.1 Principles of Intermunicipal Cooperation

- 1. The participating municipalities agree to the following principles to guide regional communication and cooperation efforts:
  - a. To have defined **communication channels** to share information.
  - b. To encourage **respect** of different views and interests.
  - c. To pursue relations based on transparency and openness.
  - d. To work together to resolve issues.
  - e. To develop a **consultative process** to ensure shared goals and efforts.
  - f. To respect jurisdictional interests.
  - g. To advance shared interests to other levels of government with a **common voice**.
  - h. To ensure **public awareness** of the progress and results of regional cooperation.

## 3.2 Inventory of Services

1. The participating municipalities have a history of working cooperatively and collaboratively to provide municipal services to their residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:

SERVICE CATEGORY	DESCRIPTION OF SERVICE	PARTICIPATING MUNICIPALITIES	
Transportation	Maintenance of 55 Street to the County of Minburn Public Works Shop	Village, County	
	Seniors Event Transportation	Village, County, other municipalities	
Water and Wastewater	Wastewater Storage I Village County		
Solid Waste	Waste Transfer Station	Village, County, other municipalities	
Solid Waste	Landfill Agreement	Village, County, other municipalities	
	Fire Services Agreement	Village, County, other municipalities	
Emergency Services	Mutual Aid Agreement	Village, County, other municipalities	
	Regional Disaster/Emergency Management	Village, County, other municipalities	
	Family and Community Support Services Funding Agreement	Village, County, other municipalities	
Recreation & Community Services	Mannville Golf Course Funding	Village, County	
	Mannville Golf Course Tax Municipal Tax Cancellation	Village, County	

	Mannville and District Ag Society	Village, County, other municipalities
	Northern Lights Library System	Village, County, other municipalities
	Municipal Library	Village, County
	Recreation and Culture Master Plan Village, County, other municipal	
Planning and Development	Community Peace Officer Agreement	Village, County, other municipality
Economic Development	NE Alberta Information Hub	Village, County, other municipalities

2. Additional information about these services is included in Schedule C of this ICF.

# 3.3 Future Collaboration Opportunities

- 1. In the event that a participating municipality 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 will notify the other municipality's Chief Administrative Officer in writing.
- 2. The initial notification by the initiating municipality will include a general description of the project, estimated costs, and timing of expenditures. The responding municipalities will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the ICC.
- 3. The following criteria will be used when assessing the desirability of funding new projects:
  - a. Relationship of the proposed capital project to the Village of Mannville & the County of Minburn Intermunicipal Development Plan;
  - b. The level of community support;
  - c. The nature of the project;
  - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
  - e. The projected operating costs for new capital projects;
  - f. Municipal debt limit; and
  - g. Projected utilization by residents of the participating municipalities.
- 4. Once a municipality has received written notice of new project, an ICC meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- The ICC will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the ICC is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined in Part 4 – Dispute Resolution.
- 6. The participating 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 their electorate to support the project and any borrowing that could be required.

7. The future service agreements and projects listed in Appendix C, subsection C.9, are not exhaustive. The future agreements and projects identified are collaboration priorities at the time of adoption of this ICF. The ICC and Councils may explore service agreements and opportunities not on this list as needs arise.

# PART 4 DISPUTE RESOLUTION

# 4.1 Dispute Resolution Principles

- 1. The dispute resolution process in this ICF relates to matters specific to the ICF.
- 2. The participating municipalities are committed to resolving any disputes in a non-adversarial, informal, and costeffective manner.
- 3. The participating municipalities shall make all reasonable efforts to resolve disputes by negotiation and agree to provide (without prejudice) open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
- 4. In the event of a dispute, the participating municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following manner:
  - a. Negotiation;
  - b. Mediation;
  - c. Binding Arbitration.
- 5. If any dispute arises between the participating municipalities regarding the interpretation, implementation, or application of this ICF, the dispute will be resolved through the Dispute Resolution Process outline herein.

# 4.2 Dispute Resolution Process

- 1. The participating municipalities agree that disputes relating to the ICF shall be restricted to the following:
  - a. Lack of agreement on proposed amendments; and
  - b. Lack of agreement on interpretation of this ICF.
- 2. The participating municipalities shall undertake the dispute resolution process outlined in Figure 1.
- 3. If at any point in the dispute resolution process a resolution is achieved to the satisfaction of the participating municipalities, no further steps in the process shall be required.

		FIGURE 1: DISPUTE RESOLUT	ΙΟΝ	N PROCESS
	STEP	COMMUNICATION/ACTION		OUTCOME
ZE	STEP 1: Issue Identification and Notice of Dispute	When a participating municipality (the initiating municipality) believes that there is a dispute under the ICF and wishes to engage in dispute resolution, the initiating municipality must provide written notice to the other participating municipality (the responding municipality) identifying area(s) of dispute and request negotiation. The issue of the dispute will not proceed further (or a decision rendered) until the dispute has been resolved.		
NEGOTIATION	STEP 2: Negotiation (Administrativ e Review)	Within 15 days after the notice is received by the responding municipality, the CAOs shall participate in one or more meetings, in-person, to attempt to negotiate a resolution to the dispute. Failing resolution within the 15 days, the dispute will then be referred to the Intermunicipal Collaboration Committee (ICC). The 15-day time limit may be extended if it is mutually agreed upon by all representatives of the participating municipalities.		
	STEP 3: Negotiation (ICC Review)	The ICC will convene to consider and attempt to resolve the dispute within 30 days of the conclusion of the Administrative Review. The 30-day time limit may be extended if it is mutually agreed upon by all voting members of the ICC.		-
	STEP 4: Request Facilitated Mediation	If the dispute cannot be resolved through negotiations within the prescribed timeframe, the initiating municipality shall provide, within 15 days of the conclusion of the ICC Review, written notice to the responding municipality outlining the details of the dispute that are to be mediated and a list of nominees to act as mediator. The participating municipalities shall jointly appoint a mediator within 15 days of receiving the written notice of request for facilitated mediation.		RES
MEDIATION	STEP 5: Mediation	The initiating municipality must provide the mediator with an outline of the dispute, and any agreed statements of facts. The participating municipalities must provide the mediator with access to all records, documents, and information that the mediator may reasonably request. The ICC shall meet at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve the dispute. All proceedings involving a mediator are without prejudice. The costs of mediation must be paid on a proportional basis by the participating municipalities. Each municipality's portion of the costs must be determined by dividing the amount of that municipality's equalized assessment* by the sum of the equalized assessments. *Equalized assessment shall not include linear assessment.		RESOLUTION OR NEXT STEP
	STEP 6: Mediation Report	<ul> <li>If the dispute has not been resolved within 6 months of the date that the initial written notice (provided in Step 1) is received, the initiating municipality shall, within 21 days, prepare and provide a report to the responding municipality. The report must include: <ol> <li>A list of matters agreed upon by the participating municipalities;</li> <li>A list of matters on which there is no agreement between the participating municipalities; and</li> <li>A list of nominees to act as arbitrator.</li> </ol> </li> <li>The initiating municipality may prepare a report before the 6 months have elapsed if: <ol> <li>The participating municipalities agree; or</li> <li>The participating municipalities are unable to appoint a mediator.</li> </ol> </li> </ul>		
	STEP 7: Appoint Arbitrator	<ul> <li>Within 15 days of receipt of the Mediation Report, the ICC must jointly appoint an arbitrator and provide the arbitrator with a copy of the report.</li> <li>If the ICC cannot agree on an arbitrator, the initiating municipality must forward a copy of the report to the Minister of Municipal Affairs with a request to appoint an arbitrator.</li> <li>In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary, and may not hold to the requirements identified in the dispute resolution process of this ICF.</li> </ul>		
ARBITRATION	STEP 8: Binding Arbitration	When arbitration is used to resolve the dispute(s), the <i>Arbitration Act</i> , R.S.A. 2000, c. A-43, as amended, shall apply to arbitration proceedings commended pursuant to this dispute resolution process.		BINDING
Ň	STEP 9: Cost of Arbitration	If the arbitrator's order is silent as to costs, a participating municipality may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs. If the arbitrator's final order is silent as to costs, the costs of arbitration must be paid on a proportional basis by the participating municipalities. Each municipality's portion of the costs must be determined by dividing the amount of that municipality's equalized assessment* by the sum of the equalized assessments* of all the participating municipalities' assessments as set out in the most recent equalized assessment. *Equalized assessment shall not include linear assessment.		ING DECISION

# PART 5 CORRESPONDENCE

- 1. Written notice under this Intermunicipal Collaboration Framework shall be addressed as follows:
  - a. In the case of the Village of Mannville:

## Village of Mannville

c/o Chief Administrative Officer 5127 – 50 Street | Box 180 | Mannville, Alberta | TOB 2W0

b. In the case of the County of Minburn

### County of Minburn No. 27

c/o Chief Administrative Officer 4909 – 50 Street | Box 550 | Vegreville, Alberta | T9C 1R6

2. In addition to the above. Notices may be sent by e-mail to the Chief Administrative Officers.

# SCHEDULE A ICC TERMS OF REFERENCE

## A.1 ESTABLISHMENT

- 1. The Intermunicipal Collaboration Committee (ICC) is established to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is seen to be the foundation for intermunicipal matters. Without interfering with the good work being accomplished in existing intermunicipal committees, the ICC has the following five primary functions:
  - a. Proactively identify new service areas or opportunities;
  - b. Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter;
  - c. Prioritize activities and develop appropriate measures, processes, and subcommittees to address areas in consideration;
  - d. Represent the region locally and provincially; and
  - e. Address areas where intermunicipal differences in need of resolution may arise.
- The ICC is a Committee of Council established under Section 145 of the *Municipal Government Act*, R.S.A. 2000, c.
   M-26, as amended, and meetings are to be held in accordance with Part 5, Division 9 of the *MGA*.

#### A.2 ICC COMPOSITION

1. The ICC will be composed of:

VILLAGE OF MANNVILLE	Two elected officials
VILLAGE OF MANNVILLE	Chief Administrative Officer (non-voting member)
THE COUNTY OF MINBURN	Two elected officials
	Chief Administrative Officer (non-voting member)

2. The ICC members will be as determined by the respective participating municipalities' Councils. The opportunity to rotate elected officials as alternates into the ICC will be at the discretion of each municipality.

### A.3 ICC APPOINTMENT AND TERM

- 1. Appointment to the ICC shall be done annually at the participating municipalities' Organizational Meetings. When an elected official's term on Council has ended, the elected official's participation on the ICC shall be terminated.
- 2. Council may appoint alternate elected officials who may attend the meetings in cases where an appointed member is unable to attend a meeting. Should the Chief Administrative Officer be unable to attend, they may appoint an alternate.

### A.4 ICC CHAIR

 The ICC Chair and an alternate shall be elected by the members of the ICC from amongst the elected officials and shall normally serve for a term of one (1) year, with the position rotating among the participating municipalities. The ICC Chair shall be determined at the first meeting of the ICC each calendar year.

#### A.5 ADMINISTRATIVE SUPPORT

1. Unless otherwise determined by the ICC, administrative support for the ICC Chair shall be provided by the Chair's municipal Administration.

### A.6 QUORUM

1. A quorum will consist of a minimum of one (1) elected official from each participating municipality attending the scheduled meeting. Attendance via phone or electronic means is acceptable.

### A.7 NON-ICC MEMBER ATTENDANCE

- 1. Other elected officials, administration or staff may attend as observers, if invited by the ICC.
- 2. Should presentations to the ICC be required, the invited parties will be agreed to and coordinated ahead of the meeting by the CAOs.

#### A.8 SCHEDULE

- 1. Meetings of the ICC will be held at a minimum of once per Council term, or at the request of either municipality, with recognition that more frequent meetings may need to be added as opportunities/issues arise and initiatives are developed and to address specific matters.
- 2. The regular meeting per year will be scheduled each Council term to:
  - a. Summarize and update progress on issues to date;
  - b. Inventory and prioritize matters to be addressed;
  - c. Strategize, plan and schedule for new items; and
  - d. Address any outstanding matters.
- 3. Notice of a meeting will be provided by the municipality of the Chair. The Administration from the Chair's municipality will be responsible for preparing and circulating the meeting's agenda and minutes.
- 4. Parties will give thirty (30) calendar days of notice for a meeting. Meeting requests will be directed to the Chief Administrative Officers of the participating municipalities.

### A.9 BUDGET

1. Operating costs shall be borne by each municipality.

### A.10 PUBLIC PARTICIPATION

1. All ICC meetings are open to the public. Members of the public are not permitted to participate in ICC discussions but may appear as a delegation before the ICC. Delegations shall be for a maximum of 10 minutes, unless otherwise agreed to by the ICC. Those wishing to appear as a delegation at an ICC meeting must so advise the ICC's administrative support a minimum of five (5) working days prior to the meeting.

- 2. If the ICC passes a resolution to enter a closed session in accordance with Section 197 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, members of the public who are present at the meeting must leave the room in which the meeting is being held.
- 3. The ICC may allow one or more persons to attend the closed session, as it considers appropriate.

# SCHEDULE B **DISCUSSION PROTOCOLS**

### **B.1 PURPOSE**

- 1. The following discussion protocols have been developed for the ICC to:
  - a. Respect the jurisdictional autonomy of each participating municipality;
  - b. Promote respectful and meaningful dialogue;
  - c. Establish consistency in meeting discussions and decision making processes; and
  - d. Seek consensus (where possible) on issues of regional or intermunicipal significance.

### **B.2 PARTICIPATING MUNICIPALITIES**

1. The parties to this ICF and the discussions/negotiations flowing from it are the Village of Mannville and the County of Minburn (the participating municipalities).

#### **B.3 DECISION MAKING AUTHORITIES**

1. The participating municipalities acknowledge and agree that any issue agreed to in discussions/negotiations is an agreement in principle that is subject to approval by the Councils for the participating municipalities.

#### **B.4** AGREEMENT TO NEGOTIATE

1. The parties agree that they will participate in good faith to discuss and negotiate ways to cooperate more effectively together while taking into account the interests of each municipality.

### **B.5** INTERMUNICIPAL COLLABORATION COMMITTEE

1. The Councils for the participating municipalities have appointed representatives for the purposes of the tasks related to the ICC. If a permanent vacancy occurs, Councils for the respective municipality can appoint another as replacement in their place.

#### B.6 ROLE OF ADMINISTRATIVE SUPPORT/TECHNICAL ADVISORS

- 1. The participating municipalities may invite external consultants and/or administrative support to attend an ICC session with no less than seven days' notice to the other party. In exceptional circumstances the requirement for seven days' notice may be waived by mutual agreement.
- 2. When possible, external attendees will be reflected on the meeting agenda.
- 3. External consultants and/or administrative support in attendance at a session will be subject to the provisions of the Discussion Protocols.

#### **B.7 RESOLUTION OF ISSUES**

- 1. The ICC will work to achieve consensus on the issues or package of issues before them. The parties agree that the ICC will own the consensus achieved through the discussion/negotiations and ICC members will represent it to their respective Councils.
- 2. For purposes of the discussions/negotiations consensus will be defined as "I/we can live with it".

### B.8 FREEDOM TO SPEAK AND CONFIDENTIALITY

- 1. Except as set out elsewhere in these Protocols or unless the parties have specifically agreed to release information, all discussions/negotiations, summary notes of discussions/negotiations and all other records or information generated for the purposes of the discussions/negotiations are to be kept confidential recognizing that:
  - a. Other Council members will be informed about discussions/negotiations during a closed session;
  - b. Communication within the ICC and to Councils and select administrative support may be by electronic means recognizing that such communication is to be treated as confidential if it pertains to the content of the discussions/negotiations and that further dissemination beyond the ICC or Councils and select administrative support by electronic means is not permitted;
  - c. Any information that is in the public domain but not the confidential negotiation discussions about that information, may be used by either party; and
  - d. Disclosure of information associated with the discussions/negotiations can be made to external consultants and/or administrative support. This will only be done on a "need to know basis" and the person(s) will be required to keep all associated information confidential in accordance with these Protocols.

### **B.9** COMMUNICATION WITH MEDIA

1. The participating municipalities may agree to prepare and distribute a joint media release at various times throughout the discussions/negotiations. The mayors/reeve of the participating municipalities will act as the spokesperson for each municipality. Key messages to be released to the media and/or to the public will be discussed and finalized at the end of each negotiation meeting as a standing agenda item.

#### **B.10 COMMUNICATION WITH THE PUBLIC**

1. Any consultation, communication, or dissemination of information with or to the public will be done jointly. Each party's logos and authorized signatures will be required on each joint communication with the public. Each municipality will act as the distributor for joint communication to their respective residents/ratepayers.

#### **B.11 RECORD KEEPING**

- 1. At its first meeting one of the parties will agree to appoint a staff member to act as the Recording Secretary for the ICC sessions. The Recording Secretary will provide confidential meeting notes that will summarize the ICC's discussion within ten calendar days of the end of a session. At the conclusion of each session, the Chair will review the items discussed and summarize the consensus achieved or still to be achieved by the ICC on the items discussed. In addition, if any information has been requested during a session, the Chair will outline the requests and specify responsibilities for providing the information requested.
- 2. The ICC will indicate their approval of this summary, or provide clarification at the conclusion of the session. The written meeting notes will be reviewed as one of the first orders of business at the next scheduled session.

# SCHEDULE C DETAILED INVENTORY OF SERVICES

## C.1 TRANSPORTATION

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Maintenance of 55 Street to County of Minburn Public Works Shop	Intermunicipal	County of Minburn	County of Minburn Village of Mannville	Ongoing	No. Agreement is working for the municipalities. Informal agreement, no desire to pursue formal MOU.
Handi Van	Intermunicipal	Regional FCSS	County of Minburn Village of Mannville Village of Innisfree	Ongoing	No. Agreement is working for the municipalities. Seniors transportation, event based, FCSS transportation grant.

## C.2 WATER AND WASTEWATER

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Hamlet of Minburn Wastewater Agreement	Intermunicipal	Village of Mannville	County of Minburn Village of Mannville	Ongoing	No. Shared operator, Village operator provides service at the Minburn lagoon for fee.

C.3 SOLID WASTE							
DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY		
Waste Transfer Station Agreement	Intermunicipal	Collaboration between participating parties	County of Minburn Village of Mannville Village of Innisfree	10 years	New opportunity. Revisit in 2022 when agreement expires.		
Modified Landfill Site Agreement	Intermunicipal	Collaboration between participating parties	County of Minburn Village of Mannville Village of Innisfree	Ongoing	No. Agreement is working for the municipalities.		

## C.4 EMERGENCY SERVICES

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Fire Services Agreement	Intermunicipal	County of Minburn	County of Minburn Village of Mannville	Ongoing	New opportunity. May need to rescind this agreement. County is applying for ACP Grant to explore new way to provide fire services in the region, in collaboration with the Village.
Fire Services Agreement	Intermunicipal	County of Minburn Village of Mannville Village of Innisfree	County of Minburn Village of Mannville Village of Innisfree Village of Minburn	N/A	New opportunity. County to provide additional information. Village of Minburn has dissolved, remove from agreement
Mutual Aid Agreement	Intermunicipal	Collaboration between participating parties	County of Minburn Village of Mannville Village of Innisfree Town of Vegreville	Ongoing	New opportunity. May be part of Regional Disaster/Emergency Management agreement.
Regional Disaster/Emergency Management Agreement	Intermunicipal	County of Minburn Village of Mannville Village of Innisfree	County of Minburn Village of Mannville Village of Innisfree	N/A	New opportunity.

C.5 RECREATION AND COMMUNITY SERVICES						
DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY	
Family and Community Support Services Funding Agreement	Intermunicipal	County of Minburn Village of Mannville	County of Minburn Village of Mannville Village of Innisfree	1 year, renewal considerations every year	New opportunity. Village is the managing partner of the grant, review on three year terms, expires in 2022.	

Mannville Golf Course Funding (Informal)	Intermunicipal	County of Minburn Village of Mannville	County of Minburn Village of Mannville	N/A	No. County provides a portion of operational funding based on existing budget considerations and provincial funding. No formal agreement required.
Mannville Golf Course Tax Municipal Tax Cancellation (Informal)	Municipal	County of Minburn	County of Minburn Village of Mannville	N/A	No. Municipal taxes cancelled by the County. No formal agreement required.
Mannville and District Ag Society	Intermunicipal	Ag Society	County of Minburn Village of Mannville	N/A	No. Funds provided by the County to the Ag Society to operate rec facilitates in the Village. Opportunity to address how grant is managed.
Northern Lights Library System	Intermunicipal	Northern Lights Library System	County of Minburn Village of Mannville 75 other municipalities	N/A	No. Agreement is working for the municipalities.
Municipal Library	Intermunicipal	Mannville Municipal Library Board	County of Minburn Village of Mannville	N/A	Both the Village and the County provide funding to the library based on a per capita basis.
Recreation and Culture Master Plan (Not Approved by the Village and County)	Intermunicipal	Town of Vegreville	County of Minburn Town of Mundare Town of Vegreville Village of Innisfree Village of Mannville	N/A	County of Minburn and Village of Mannville have not adopted the Recreation and Culture Master Plan

## C.6 PLANNING AND DEVELOPMENT

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Community Peace Officer Agreement	Intermunicipal	Town of Vermilion	Town of Vermilion Village of Mannville County of Minburn	31 March 2020	Yes. Opportunity for the County of Minburn to join agreement to share bylaw enforcement services with other municipalities.

C7 ECONOMIC DEVELOPMENT						
DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY	
NE Alberta Information Hub	Intermunicipal	Alberta HUB	County of Minburn Village of Mannville 34 additional municipalities, Metis Settlements, and First Nations.	Renewed annually.	Agreement is working for the municipalities. Local REDA	

C.8 MISCELLANEOUS					
DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Regional Assessment Review Services	Intermunicipal	County of Minburn	County of Minburn Village of Mannville Village of Innisfree	Ongoing	No. Agreement is working for the municipalities.

C.9 FUTURE PROJECTS/SERVICE COLLABORATIONS						
DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY	
Geographic Information System Mapping	Third party	MRF	County of Minburn Village of Mannville Village of Innisfree	Ongoing	County has posted for a new GIS technician position, looking to expand the regional GIS.	

Intermunicipal Subdivision and Development Appeal Board	Intermunicipal	Participating Municipalities	County of Minburn Village of Mannville Other Municipalities	N/A	Yes. Opportunity to establish joint SDAB. May make sense for Mannville to join with Vermilion River Regional Alliance.
Recreation Master Plan	Intermunicipal	Participating Municipalities	County of Minburn Village of Mannville Other Municipalities	N/A	Opportunity to explore the development of a master rec services plan, but not high priority at this time.