

BYLAW # 422-21
**Vulcan County and Village of Milo Intermunicipal
Collaboration Framework Bylaw**

Being a bylaw of the Village of Milo, in the Province of Alberta, to adopt the Vulcan County and Village of Milo Intermunicipal Collaboration Framework Agreement.

WHEREAS Section 631 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26 requires that two municipalities which share a common boundary adopt an Intermunicipal Development Plan;

AND WHEREAS Part 17.2 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26 requires that two municipalities that share a boundary create an Intermunicipal Collaboration Framework that identifies services provided by each municipality and the funding arrangements for these services;

AND WHEREAS the Village of Milo and Vulcan County share a common boundary;

AND WHEREAS the Village of Milo and Vulcan County have, in good faith, negotiated certain terms pertaining to shared municipal services and are adopting an Intermunicipal Development Plan;

AND WHEREAS the Village of Milo and Vulcan County have, in good faith, negotiated the terms of an Intermunicipal Collaboration Framework Agreement which includes the Intermunicipal Development Plan and provisions pertaining to shared municipal services, all in accordance with Part 17.2 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26;

NOW THEREFORE the Council of the Village of Milo, duly assembled, enacts as follows:

Part 1 – Title

This Bylaw may be known as the "Vulcan County and Village of Milo Intermunicipal Collaboration Framework Agreement Bylaw".

Part 2- Adoption of the Intermunicipal Collaboration Framework Agreement

Vulcan County and Village of Milo Intermunicipal Collaboration Framework Agreement attached to this Bylaw as Schedule "A" is hereby adopted and shall come into full force and effect upon third reading of this Bylaw.

This bylaw shall take effect on the date of the third and final reading.

Received first reading this 15th day of March, 2021



Scott Schroeder, Mayor



Wendy Hingley, CAO



Received second reading this 15th day of March, 2021

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Scott Schroeder, Mayor

Handwritten signature of Wendy Hingley in black ink.

Wendy Hingley, CAO

Presented for unanimous consent of Council to proceed to third reading
this 15th day of March, 2021

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Scott Schroeder, Mayor

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Wendy Hingley, CAO

Received third reading and finally passed this 15th day of March, 2021

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Scott Schroeder, Mayor

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Wendy Hingley, CAO



Working Together
Building Opportunities for Our Future

Vulcan County and the Village of Milo
INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT

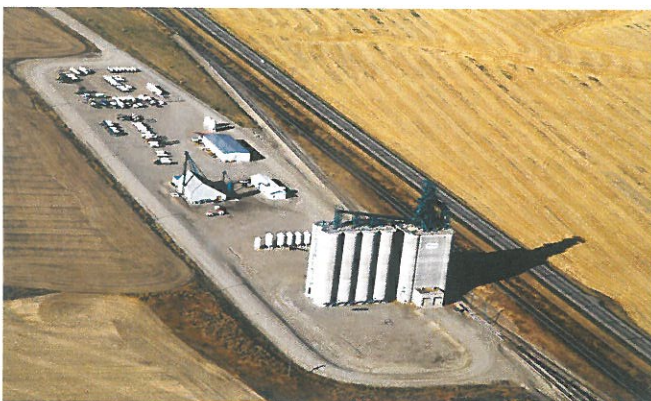
FOREWORD

Vulcan County and the Village of Milo share a common history. Both have distinct and similar municipal characteristics, as the Village of Milo has historically served as a cultural centre and service provider to the County's role as the economic driver of the region.

A significant majority of the public understands that becoming more unified provides an opportunity to provide more efficient and equitable services to citizens in the region. However, while some services may be provided individually by each municipality, working together provides greater economies of scale, sustainability and quality of services and efficiency in service delivery. Synchronizing the advantageous features of both municipalities wherever possible provides an opportunity to optimize resources and improve quality of life for all citizens of the region. The mantra of "two municipalities – one purpose" demonstrates the philosophy of the two communities.

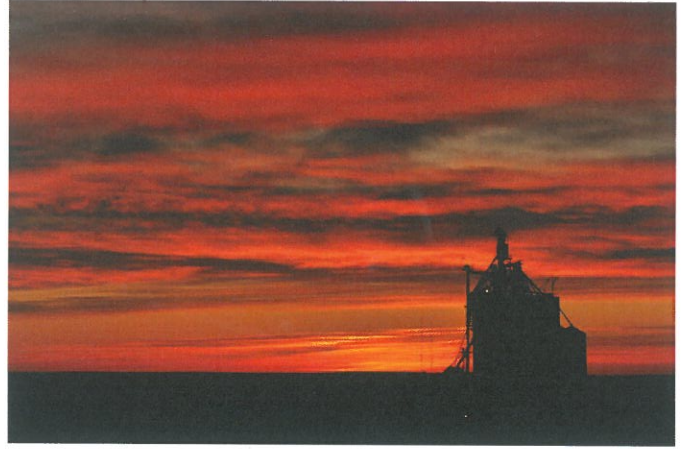
Vulcan County and the Village of Milo are committed to identifying current and future issues where joint benefits may be realized through more formalized and rigorous processes to improve cooperation. Examples are numerous in servicing areas such as economic development and tourism, investment in recreation, fire services and emergency management, and medical service provisions which has helped in creating an ever-more complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, Vulcan County and the Village of Milo are well placed to be proactive with the creation of this Intermunicipal Collaboration Framework (ICF) Agreement.



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Vulcan County and the Village of Milo share a common history and foundation based largely upon agriculture



Goals of the Intermunicipal Collaboration Framework Agreement

The Intermunicipal Collaboration Framework has five main purposes:

1. Conform to the requirements of provincial legislation.
2. To promote the principles of collaboration between neighboring municipalities with a common border.
3. To ensure municipalities consult and communicate on intermunicipal matters.
4. To clearly lay out a process that the partners to this agreement can utilize to review service levels and decide if the service would benefit from additional collaborative efforts.
5. To consider appropriate cost sharing and funding mechanisms and deal with differences which may occur from time to time.

The ICF Agreement between Vulcan County and the Village of Milo will:

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their citizens: Where feasible and practical – the municipalities will work together to assess how commonly utilized services may be jointly provided for the benefit of the community.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their citizens, but they agree that they will always consider the greater regional municipality in the decision-making process.

Promote networks and linkages: The Municipalities commit to developing coordinated approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good across the municipalities.

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Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities are an advantage in providing choice and diversity.

Cooperation not Competition: Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation rather than direct competition with respect to setting municipal policy.

Foster an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

Commitment to Consultation and Cooperation – Consultation Protocol:

The fundamental basis of this agreement is communication and consultation and as such, the two municipalities agree to consult on projects which have a potential for regional impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and agree to meet and work through matters as they arise. Where notification has been provided that a discussion is required it shall be first handled by the respective Chief



Administrative Officers or their designate, and if that does not resolve the concern(s) at hand, it shall be dealt with by a committee from each Council while recognizing that time may be of the essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities to collaborate and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of both organizations to ensure opportunities are recognized, information is passed

through the respective organizations and decision makers are informed not just about their own municipality but about regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is possible that there will be instances of differences in values, goals, beliefs, perspectives and decisions between the communities. In instances where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

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Roles in Managing the Intermunicipal Collaboration Framework Agreement:

The Role of both Councils:

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be considered to ensure the impacts of services and actions taken in the region have the desired results and support the prosperity of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the political and administrative levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining this ICF, its implementation, and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality observes the principles of the agreement. The CAOs will foster communication and facilitate the sharing of information, identify opportunities and prioritize municipal actions for consideration by each Council. Disputes or disagreements between CAOs will be dealt with in accordance with the Conflict Resolution section of this agreement.

The Role of Staff:

Staff at all levels will be responsible to ensure the principles of this agreement are implemented. This means that staff will work cooperatively with their municipal counterparts to address issues that may arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective CAO any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes will be addressed in accordance with the Conflict Resolution section of this agreement.



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The Framework Protocols

Development of an Intermunicipal Communication Protocol

Understanding that the success of this agreement is based upon respectful dialogue, the municipalities are committed to ensuring the provision of information is communicated in a transparent and honest manner. The parties agree to observe the following communication protocols:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization, when dealing with one another, the following principles should apply:
 - a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies of interest adopted by the other municipality to ensure understanding
 - d. Resolve common issues from a perspective of collaboration
 - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to establish collaboration and cooperation in each municipal organization.
 - a. Both organizations agree to ensure proper training takes place with elected officials on intermunicipal collaboration following a municipal election
 - b. Both organizations agree to provide additional training and adequate orientation with this agreement, as may be required, following any change in elected officials or senior administration
3. The protocol should ensure that each municipality provides to the other information pertaining to:
 - a. Issues of a nature which may impact the other municipality

Conflict Resolution

The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon, the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity, and at the point closest to where a problem is initiated, the CAOs will seek to address matters of conflict.
2. All matters of conflict should be attempted to be resolved swiftly, inexpensively and in an uncomplicated way.

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3. All matters of conflict should be resolved using a clear procedural pathway.
4. Respect and collaboration should be maintained on common issues, even though conflict may exist.

Process

If a municipality believes an obligation under the agreement has been breached, the matter should be immediately brought to the attention of the respective CAO. The CAO will investigate and if it appears that a 'breach' of the agreement has occurred, the matter will be immediately brought to the attention of the other municipality's CAO. Once notification has occurred, an effort to resolve the matter through informal problem-solving discussions is to be initiated.

If differences occur outside of an outright 'breach' of an agreement, which may include divergent expectations in the delivery of a joint service, variance on how the committee wishes to proceed on an issue, or any circumstance which may impact or disrupt service delivery or relationships, an informal discussion between CAOs will be conducted.

If this does not resolve the issue, an Intermunicipal Dispute Committee shall be appointed by both Councils who will attempt to decide on and negotiate an effective solution.

If the subcommittee negotiation process is unsuccessful, a mediated process will be initiated using the services of a jointly agreed upon mediator with costs shared equally between the municipalities. The mediator will be solely responsible for the governance of the mediation process.

If the process is not resolved through mediation, the municipalities will select an arbitrator, sharing all costs in doing so, and will have the matter resolved through the process defined in the Municipal Government Act. The arbitrator is governed by the principles of natural justice and procedural fairness.



This Agreement encourages the municipalities to consult with each other and develop opportunities for collaboration for the benefit of both communities.



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Inventory of Municipal Services

The following list is an inventory of shared municipal between the two municipalities as per MGA s708.29. The inventory is a consideration of who provides the service, who funds the service and what and where those services exist. The services listed below are a representation of shared services and agreements but are obviously not a list of all services provided by each municipality to their respective citizens.

List of Municipal Services				
Village of Milo = M				
Vulcan County = V				
Both Municipalities = B				
Type of Service	Municipality Provides Service In House	Inter-Municipal Provided Service (Named Party Provides Service for Other)	Opportunity for Collaboration	3rd Party Provides Service
Transportation				
Road Grading & Graveling	V	V		M
Road Calcium/Dust Abatement	V	V	V	M
Gravel Crushing				V
Road/Street Construction	V		V	M
Road/Street Maintenance	B	V	V	M
Sanitary Sewer Repairs	B		B	B
Bridge Maintenance	V			V
Drainage Maintenance	B		B	M
Snow Plowing	B		B	M
Municipal Vehicle and Equipment Maintenance	B			B
Surveying				B
Sign Installation & Maintenance	B		B	B
Paved Road Repairs	B		B	
Recreation				
Curling Rinks		B		B
Skating Arena		B		B
Shooting Ranges/Gun Club				V

Type of Service	Municipality Provides Service In House	Inter-Municipal Provided Service (Named Party Provides Service for Other)	Opportunity for Collaboration	3rd Party Provides Service
Baseball diamonds				B
Senior Centres				B
Recreation Boards Funding and Programing		B		
Other Services				
Medical Clinic Service Funding		B		
FCSS		B		B
Postal Service	M	M	M	
ORRSC - Planning		B		B
Assessment Review Board				B
Planning & Development	B	B		B
Economic Development	V		V	
Adult Learning Society				B
SouthGrow Eco. Dev.		B		B
Libraries		B		B
Senior Housing		B		B
Municipal Information Technology Support	V	V	V	M
Water				
Water Treatment	M		B	V
Water Distribution	B		B	V
Service Installs	B		B	B
Meter Reading	M		M	V
Utility Billing	B		M	
Truck Fill Station	M	M	B	
Twin Valley Regional Water Service Commission		V		V
Waste Water				
Certified Operators	M		M	
WW Collection System	M		B	

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Type of Service	Municipality Provides Service In House	Inter-Municipal Provided Service (Named Party Provides Service for Other)	Opportunity for Collaboration	3rd Party Provides Service
Lagoons	M		M	
Irrigation of Effluent				M
Installation of Utilities	B		B	
Recycling & Waste Management				
Landfill		B		B
Collection		B		B
Recycling		B		B
Aq Services & Parks				
Tree Planting & Pruning	B			M
Mowing	B			
Weed Identification	V	V		
Weed Act Enforcement	V	V		
Weed Spraying	B	V	B	
Pest Control	V			
Park Maintenance	M			
Equipment Rentals	V			
Building Maintenance	B			M
Park Operations	M			V
Campground Operation	M			V
Community Halls		B		B
Playgrounds	M	B		V
Emergency Services				
Victim Services		B		B
EMS Coordination		B		B
Fire Department	V	V		B
Peace Officer	V	V		
Safety Code Officer				B
Safety Code Inspections	V	V		B

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Type of Service	Municipality Provides Service In House	Inter-Municipal Provided Service	Opportunity for Collaboration	3rd Party Provides Service
Mutual Aid Agreements	V	B	M	B
Disaster Management	B	B		

ICF Agreement – Statutory Provisions

Amendments to the Municipal Government Act have changed the role of municipalities. The new Act requires municipalities to work in cooperation with neighboring municipalities to fund, plan, and deliver municipal services. The Act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This Agreement must consider services that benefit residents in both municipalities, including bylaw enforcement services, the Cost Contribution Agreement, emergency services, the Intermunicipal Development Plan, library service, medical services, postal service, recreation, seniors, solid waste, transportation, water and wastewater. The discussion on the aforementioned topics is prescribed by the Act, however the outcomes are not.

Bylaw Enforcement Services

Bylaw Enforcement Services are provided to the Village of Milo by Vulcan County through agreement. Services provided through this agreement are billed to the Village of Milo based on an hourly rate.

Cost Contribution Agreement

Vulcan County and the Village of Milo entered into a Cost Contribution Agreement on February 26, 2015, for the provision of compensation to the Village on a fair and equitable basis for any actual net detriment to the Village caused by development within the Crystal Blue Harbour Area Structure Plan (the ASP) area. The municipalities agree that it is not possible to accurately predict what actual benefits and detriments to the Village will be caused by the development within the ASP area at the time agreement. As such, the municipalities agreed to review the actual benefits and detriments to the Village caused by the development within the ASP area after the initial five years of cost contribution payments, making a determination at that time if the Cost Contribution Agreement should be renewed, amended, or terminated or, alternatively, if the municipalities should enter into a new form of Cost Sharing Agreement.

Vulcan County and the Village of Milo agreed that within ninety days of the first valid Development Permit being issued by the County for development on the lands contained within the ASP area, after all appeal periods for this permit are exhausted, the cost contribution payments will commence. As per the terms of the agreement, Vulcan County will pay the Village of Milo a \$10,000 Annual Infrastructure Payment, for use toward roads, water, sewer and stormwater services, as the Village deems appropriate. As per the terms of the agreement, Vulcan County will pay the Village of Milo a \$15,000 Annual Road Infrastructure Payment for use toward road infrastructure, construction, repair and/or maintenance as the Village deems appropriate.

Terms of the Cost Contribution Agreement include specific timelines and procedures for dispute resolution between the municipalities.

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Emergency Services

Vulcan County and the Village of Milo are both members of the Foothills Regional Emergency Services Commission, with the Commission being authorized to provide emergency services communication and dispatching.

Fire Services to the Village of Milo and Milo Fire District are provided through Station 17, the Milo Fire Association, located at 108 Railway Avenue South in Milo. Funding for Fire Services is provided to the Milo Fire Association by Vulcan County and the Village of Milo on an annual basis.

Operating contributions by each municipality are based on their respective service agreements with the Milo Fire Association. It is agreed that the funding formulas for this service should be reviewed within two years, ensuring equitable cost-sharing between the municipalities, and moving toward a cost-share model that is based on a percentage of the total fire district assessment, as well as other considerations including geographic size and hazard risk assessment of the fire district.

Vulcan County and the Village of Milo are also members of the Vulcan County Regional Emergency Management Partnership (VCREMP). Vulcan County and all urban municipalities within its borders are members of this agreement and handle emergency management as a regional group. Funding for this endeavour is an assessment based model.

The municipalities agree that they should both be involved in the long-term capital planning for emergency services, better allowing them to pursue grant funding opportunities, including the use of municipal capital grant programs, and thereby lessen the immediate impact on local ratepayers.

Intermunicipal Development Plan

The Village of Milo and Vulcan County have concluded an Intermunicipal Development Plan. This document is an important communication directive that considers a Co-ordinated Growth Management Strategy and Plan Implementation.

Medical Services

Vulcan County and the Village of Milo are both signing parties to the Inter-Municipal Physician Recruitment and Retention Agreement, and the Vulcan Medical Clinic Funding Agreement. These agreements help ensure that medical services are retained within our local region. Funding for this endeavour is based on a per capita formula.

Postal Service

The Village of Milo is a dealer operator for Canada Post and provides postal service to residents in both the Village of Milo and Vulcan County. Based on the most recent audit of where postal box holders reside, approximately forty percent live in the Village of Milo and sixty percent live in Vulcan County. While this audit can be undertaken on a regular schedule, the Village of Milo incurs all costs associated with this service.

The Village of Milo believes that its postal service constitutes a Community Growth Initiative, as defined by the Intermunicipal Development Plan. The municipalities agree to discuss a written request to the County describing the proposed initiative, how a specific service need will be met and provide rationale for equitable cost-sharing of the growth initiative between the County and the Village for operating and/or capital expenses.

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Library Service

The Village of Milo and Vulcan County each have their own library board, and both municipalities are part of the Chinook Arch Regional Library System, to which they each appoint a trustee. While the Village of Milo Library Board operates a library in the Village of Milo, the Vulcan County Library Board provides funding support to all municipal libraries in the villages of Arrowwood, Carmangay, Champion, Lomond and Milo, as well as the Town of Vulcan. The Vulcan County Library Board divides its funding equally between these six libraries.

The provincial operating grant for library service is provided on a per capita basis and, as such, municipal funding for this service is compared on a per capita basis. Vulcan County and the Village of Milo will strive to provide equitable per capita funding for library service.

Recreation

The Village of Milo and Vulcan County are both members of the Milo and District Recreation Board, whereas the purpose of the Board is to foster, coordinate, and promote the development, maintenance and operation of public recreation and to encourage orderly development of all sport fields and public recreation facilities that are the responsibility of the municipalities. Both the Village and County contribute recreational funding on an annual basis to meet the recreational needs of the district.

In the most recent recreation board agreement, the municipalities agreed that recreation boards should undertake ten-year capital plans. To date, these capital plans have yet to be undertaken and the municipalities hereby agree that they will discuss the best way to assist the Milo and District Recreation Board with this capital planning over the next two years.

Multi-year capital acquisitions for the Milo and District Recreation Board have included setting aside funds for the rehabilitation of the Milo Community Hall.

It is recognized that by undertaking ten-year capital plans, the Milo and District Recreation Board and the municipalities will be in a better position to pursue grant funding opportunities, including the use of municipal capital grant programs, and thereby lessen the immediate impact on local ratepayers.

Given recent changes to municipal legislation, the municipalities agree to discuss whether five-year capital plans might be more appropriate than ten-year capital plans, being more consistent with current legislative requirements.

Seniors Housing

The Village of Milo and Vulcan County are both members of the Marquis Foundation and are responsible for the joint construction, ownership, maintenance, operation and use of the residential services it provides to seniors. Cost-sharing of this service is determined by the equalised assessment of each municipality.

Solid Waste

The Village of Milo and Vulcan County are both members of the Vulcan District Waste Commission and are responsible for the joint construction, ownership, maintenance, operation and use of the regional solid waste system. Cost-sharing of this service is determined by the respective population of each municipality.

Transportation

No formal agreements exist between Vulcan County and the Village of Milo in the area of transportation. Vulcan County however does have a standing offer to all of the urban municipalities within its borders to provide street

grading and graveling services at cost. Coordination of construction of transportation corridors that connect the two municipalities will be undertaken at the administrative level to ensure that both municipalities' strategic transportation goals are in alignment. Opportunities to partner on capital road construction will be brought forward in an effort to recognise cost savings and efficiencies. Other earthworks projects will also be considered as partnership opportunities.

Water & Wastewater

No agreements exist or are currently required between Vulcan County and the Village of Milo for inter-municipal water servicing. Should opportunities to collaborate come forward, both municipalities will examine the regional and municipal benefit that an initiative of this nature would bring forward.

No agreements exist or are currently required between Vulcan County and the Village of Milo for inter-municipal wastewater servicing. Should opportunities to collaborate come forward, both municipalities will examine the regional and municipal benefit that an initiative of this nature would bring forward.

As recognized in the February 26th, 2015, Cost Contribution Agreement between Vulcan County and the Village of Milo, there can be significant costs associated with a failure to collaborate between municipalities on intermunicipal utility servicing. This agreement established a precedent in our region whereby one municipality agrees to compensate another for the potential detrimental impact of allowing developers to install separate utility systems, utility systems that may be deemed redundant and too close to an existing municipally owned utility service.

Going forward, intermunicipal collaboration on utility servicing should be considered an optimal solution for country residential development in planned communities, for hamlets, and for Joint Development Areas, as defined in the Intermunicipal Development Plan between the municipalities. Pursuing collaboration will promote long-term municipal viability between municipalities, sharing costs and revenues where appropriate. Intermunicipal utility servicing should be pursued in the terms outlined in the Intermunicipal Development Plan.

Renewal

Despite the legislated requirement that Intermunicipal Collaborative Frameworks be reviewed every five years, Vulcan County and the Village of Milo acknowledge and affirm that they will seek to review this Intermunicipal Collaborative Framework prior to December 31, 2023. The municipalities will seek renewed agreement on the extent of their intermunicipal collaboration, including cost and revenue sharing where appropriate, as well as long-term capital planning for intermunicipal services. The municipalities may, at that time, agree to extend the renewal period to the mandatory five years.

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Commitment to Collaboration

Vulcan County and the Village of Milo acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honor all applicable legislation with respect to intermunicipal collaboration within the Province of Alberta.

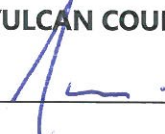
IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the 31st day of March, 2021.

VILLAGE OF MILO

PER: 
MAYOR – Scott Schroeder

PER: 
ACTING CHIEF ADMINISTRATIVE OFFICER – ~~Amanda Gauthier~~ Wendy Hingley

FOR VULCAN COUNTY

PER: 
REEVE – Jason Schneider

PER: 
CHIEF ADMINISTRATIVE OFFICER – Nels Petersen