

**CORPORATION OF THE
VILLAGE OF BARNWELL IN THE
PROVINCE OF ALBERTA**

BYLAW NO. 05-17

A BYLAW OF THE VILLAGE OF BARNWELL IN THE PROVINCE OF ALBERTA TO ADOPT THE MUNICIPAL DISTRICT OF TABER AND THE VILLAGE OF BARNWELL INTERMUNICIPAL FRAMEWORK AGREEMENT

WHEREAS Section 631 and Section 708.28 of the Municipal Government Act requires that municipalities develop an Intermunicipal Framework Agreement that identifies services provided by each municipality and the funding arrangements for these services; and

WHEREAS the Municipal District of Taber and the Village of Barnwell share a common border; and

WHEREAS the Municipal District of Taber and the Village of Barnwell share common interests, independently provide services which are used by citizens of both municipalities and work together to provide shared services; and

WHEREAS the Municipal District of Taber and the Village of Barnwell have developed an Intermunicipal Framework Agreement and desire to execute the agreement;

NOW THEREFORE BE IT RESOLVED, the Village of Barnwell hereto enact as follows:

SECTION 1 – SHORT TITLE

1.1 This Bylaw may be known as the Municipal District of Taber and the Village of Barnwell Intermunicipal Framework Agreement.

SECTION 2 – INTERMUNICIPAL FRAMEWORK AGREEMENT IN EFFECT

2.1 This Municipal District of Taber and Village of Barnwell Intermunicipal Framework Agreement which is attached to this Bylaw shall come into full force and effect upon third and final reading thereof.

READ a **first** time this 17th day of August, 2017.

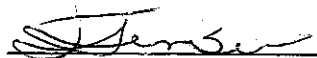


Mayor



Municipal Administrator

READ a **second** time this 17th day of August, 2017.

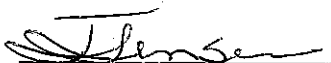


Mayor



Municipal Administrator

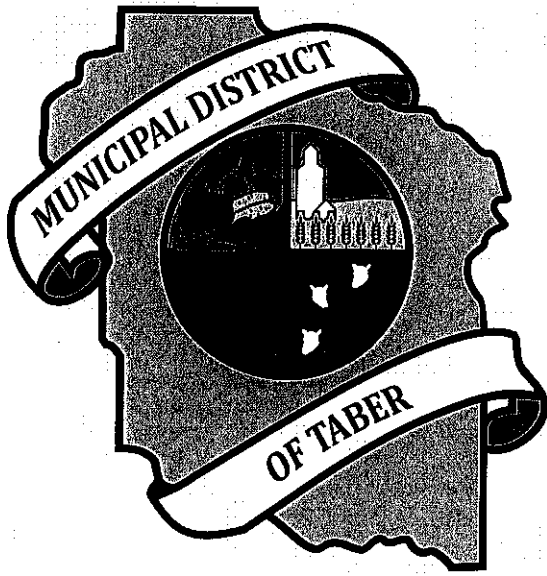
READ a **third** time and finally PASSED this 17th day of August, 2017.



Mayor



Municipal Administrator



Moving Forward

Building Opportunities for Our Future

Village of Barnwell and the Municipal District of Taber
INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT

FORWARD

The Village of Barnwell and the Municipal District of Taber share a common history. Both have distinct municipal characteristics: one a rural municipality is based upon building and maintaining services including roads, bridges and airports designed to service an agricultural based economy. The second an urban municipality which provides a number of regional services which contribute to a higher quality of life for citizens of both communities. Together these same individual characteristics link them into a healthy and viable regional community.

The Village of Barnwell is located along Highway 3 – a transportation corridor for both motor vehicles and trains. In recent years the Village has experienced rapid growth of residential properties – a tribute to the amenities and lifestyle that the Village Council sought to enhance. The Village is located in the Southwest quadrant of the Municipal District of Taber and located within its boundaries are important services including treated water, commercial businesses, churches, cemetery, library and recreation services and a elementary and middle school.

While others in Alberta have become polarized and competitive the M.D. of Taber and the Village of Barnwell have established a reputation for working together and maintaining a good relationship. This leadership has been illustrated through many positive joint services such as:

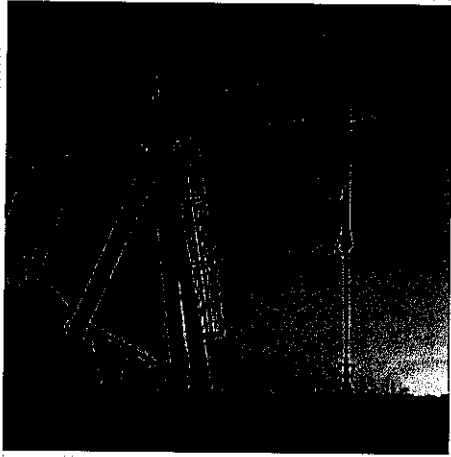
- The Building a Barnwell Community School initiative
- The Regional Fire Partnership
- Regional Emergency Management Partnership
- Annual recreation, library and senior's grant
- Treated water agreement
- Snowplow agreement
- Ongoing collaboration

These projects have largely been developed on a service-by-service or a project-by-project basis as need arose and some benefit could be seen for the municipalities involved. In the past this approach has for the most part worked well and is a good foundation for expanding the level of collaboration.

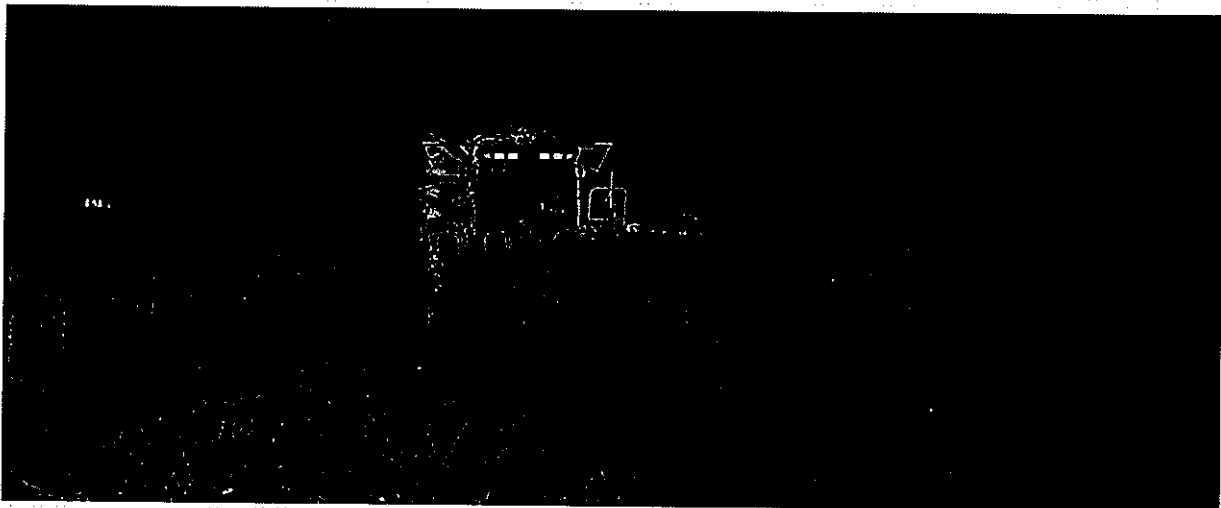
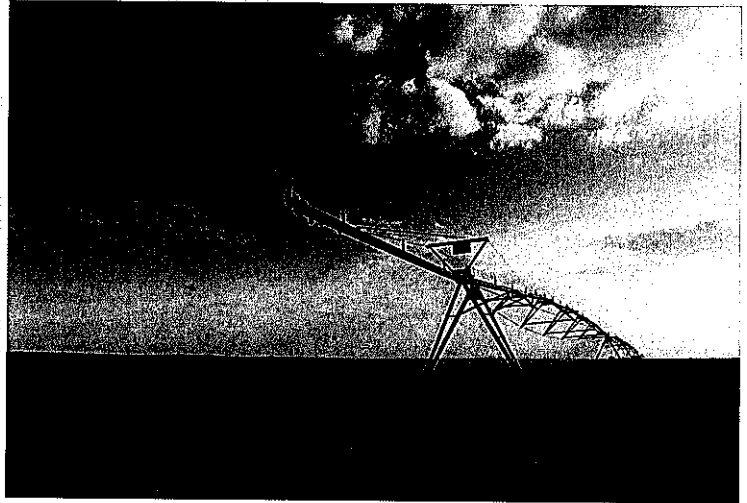
Most people understand increasing the level of collaboration as an ability to provide an increased number and level of services to people in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of "two communities – one purpose" describes the philosophy of the two Council's.

The two municipalities have been able to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in service areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking the Municipal District of Taber and the Village of Barnwell are well placed to lead proactively through the creation of this Intermunicipal Collaboration Framework Agreement



The Municipal District of Taber and the Village of Barnwell share a common history and foundation based upon irrigated agriculture and the oil and gas industry



Goals of the Intermunicipal Collaboration Framework Agreement

The Intermunicipal Collaboration Framework has four main purposes:

1. To meet the requirements of provincial legislation.
2. To entrench the philosophy and principles of collaboration of the two municipalities within an agreement.
3. To commit the municipalities to consultation and communication on intermunicipal matters.
4. To clearly lay out a process that the partners to this agreement will deal with differences which occur from time to time in an efficient and in an appropriate manner for the purpose of maintaining their mutually beneficial relationship.

The ICF Agreement between the Village of Barnwell and the Municipal District of Taber will:

Recognize and share the vision and priorities of the two municipalities toward regional community enhancement: A joint effort will be needed that supports and encourages the development of commonly utilized services for the benefit of citizens of each community.

Strengthening the region while maintaining local autonomy:

Each Council maintains the right to make individual decisions for their citizens while balancing their perspective toward building a stronger regional community.

Promote networks and linkages: Developing positive joint approaches will create efficiencies by sharing opportunities and connections and through support of common goals for economic development, business attraction and retention and enhancement of services.

Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities is advantageous 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 the Council's will emphasize cooperation not competition with respect to municipal policy.

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

Commitment to Consultation and Cooperation:

A Commitment to Collaboration encourages the two municipalities to consult on projects which have a regional impact any of the intermunicipal agreements which they are party to. By creating a consultation protocol the municipalities will formalize a process for consultation to ensure clear communication for the purpose of advancing intermunicipal relationships. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities, develop common solutions to any challenges that affect the region.

The protocol will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about impacts on the others. Cooperation, collaboration and commitment to consult are not meant to



constrain or restrict the authority of individual Councils or to homogenize the unique culture and identity of each community. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable

Roles in Managing the Intermunicipal Collaboration Framework Agreement:

The Role of the 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 taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing on to the agreement each Council affirms the commitment to increased cooperation at both the council and administration 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 the agreement, its delivery and durability. Administration brings continuity to the relationship between the municipalities and have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAO's of each municipality will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of each Council.

The Role of Staff:

Staff at all levels will be responsible to ensure the principles of the agreement are carried out operationally. This means

that staff will work cooperatively with their municipal counterparts to address issues that 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.

The Role of the Intermunicipal Collaboration Committee:

The Intermunicipal Collaboration Committee will act as the focus for matters of intermunicipal cooperation. This committee will serve as a non-decision making body responsible for negotiation and management of intermunicipal opportunities and challenges. Comprised of elected officials and administration the ICC will identify opportunities and prioritize intermunicipal actions for recommendation to the respective Councils.

The Framework Protocols

Intermunicipal Collaboration Guidelines

This agreement includes the creation of an Intermunicipal Cooperation Committee (ICC).

The purpose of the committee is to give expanded focus to intermunicipal opportunities. 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 will have the following primary functions:

1. Proactively identify new opportunities to enhance regional initiatives that will provide tangible and lasting benefit to each community's citizens including service delivery and economic development.
2. Serve as a venue for elected officials to address matters of mutual interest or concern.
3. Seek to balance municipal responsibilities and regional perspectives.
4. Address intermunicipal issues that arise on an as needed basis where no existing structure exists to deal with the matter at hand.
5. Address areas where intermunicipal differences in need of resolution may arise.
6. Develop and maintain a protocol agreement for communication designed to maintain respectful relationships between each municipal organization based upon the foundation that each council has the lawful right to make decisions for its community which precludes interference from other communities in its business affairs.
7. Serve as the committee through which any new intermunicipal agreements are negotiated.

The Composition of the Intermunicipal Cooperation Committee

The ICC will be composed of two elected officials plus the Chief Elected Official from each municipality. Each municipality will select the officials that will represent them on the Committee and may substitute as necessary members at their discretion to ensure that their municipality is represented at each meeting respecting the fact that consistency will aid in the relevance of the Committee.

Each municipality may have in attendance at each ICC meeting administrative officials who attend to provide information or act as observers.

ICC meetings should be conducted regularly to summarize and update the committee on the progress of projects or issues related to matters that arise, inventory and prioritize issues to be addressed, strategize and plan new items, address outstanding issues and plan future meetings.

The ICC committee at its outset will develop a terms of reference which will address the protocols for operating the committee and forward the draft terms of reference to each municipal council for their review and amendment.

Communication with the Councils

The ICC will provide meeting minutes to each Council and CAO for review following each meeting.

The ICC may be asked to provide joint presentations to one or both councils to encourage council understanding of issues and to include them on priority matters that arise from time to time.

Scope of the ICC

There are a number of means by which intermunicipal opportunities for collaboration or regional challenges may be addressed by the ICC:

1. Matters may be discussed and solutions developed within the ICC by reference to the ICC by one or both Councils.
2. When a matter has been referred to the ICC the CAO's of both municipalities shall meet to discuss the issue to determine if the matter is intermunicipal in nature whereupon they may:
 - a. Refer the matter to the ICC for review if the matter is intermunicipal in nature
 - b. Address the matter administratively as appropriate
 - c. Gather more information
 - d. Purposely put the matter aside
 - e. Develop a solution and refer the matter back to the Councils for consideration
3. If the matter is determined by the CAO's to be intermunicipal in nature the CAO's are jointly responsible for gathering information for the ICC to consider and providing it in a timely fashion prior to the ICC meeting for consideration by the committee

ICC Decision Making

The ICC is a recommendation making committee which relies on the representatives from each community to ensure that their respective councils are aware and up to date on issues being addressed by the committee.

Information provided to the ICC come from members of the committee through their respective councils and municipal organizations.

Recommendations to individual councils will occur when:

1. The committee has developed a consensus for recommendations
2. The committee has not developed a consensus and seeks additional assistance or direction from the respective councils
3. The committee has reached an impasse and seeks mediation to resolve an issue through the Conflict Resolution Process

These recommendations are delivered to the councils by:

1. A joint meeting of Councils
2. A presentation to individual Councils
3. A joint written submission agreed to by the ICC and delivered to each Council

Development of an Intermunicipal Communication Protocol

Understanding that the success of this agreement is based upon respectful dialogue both municipalities must be committed to the provision of information in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

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 the following principles should apply:

- a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
 - d. Address issues as being of a joint nature meant to be resolved together
 - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
 - a. Both organizations should seek to provide mediation training for elected officials and senior administration
 - b. Both organizations should provide orientation training on this agreement immediately 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. Major capital projects which may impact the other municipality
 - b. Lobby efforts to higher levels of government with respect an issue which may impact regional services
 - c. Adopted strategic plans
 - d. Funding, aid or support to other organizations within the other municipality
 - e. Ceremonies, celebrations, events
 - f. Promotion of collaborative successes

ICC 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 the problems initiated the ICC committee will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times the essence of collaboration on the majority of issues even though conflict may exist on some issues.

Process

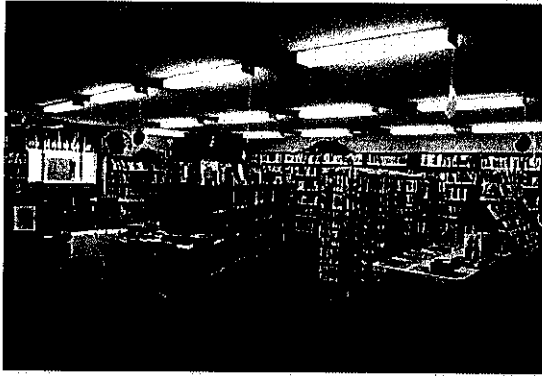
If a municipality believes an obligation under the agreement has been breached the matter should be immediately brought to the attention of their CAO. The CAO will investigate and if it appears as if a 'breach' of the agreement has occurred the matter will be immediately brought to the attention of the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

If this does not resolve the issue the ICC may form a subcommittee of elected officials to negotiate a solution.

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

If the process cannot be 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 by Section 708.35 of the Municipal Government Act. The arbitrator is governed by the principles of natural justice and fairness.



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



Inventory of Community Services

Municipal District of Taber Inventory of Community Services

Transportation

| Type of Service | Municipal | Inter-Municipal | Third Party |
|-----------------------|-----------|-----------------|-------------|
| Road Grading | X | | |
| Road Graveling | X | | |
| Gravel Crushing | X | | |
| Road Construction | X | | X |
| Culvert Installation | X | | |
| Bridge Maintenance | X | | X |
| Snow Plowing | X | | |
| Shop - Vehicle. Maint | X | | X |
| Surveying | X | | X |
| Sign Installation | X | | |
| Paved Road Repairs | X | | |

| | |
|------------------------|---|
| Rural Addressing Signs | X |
| Airport Operation | X |

| Type of Service | Municipal | Inter-Municipal | Third Party |
|-------------------------|-----------|-----------------|-------------|
| Recreation | | | |
| Tree Planting | X | | |
| Tree Spraying | X | | |
| Cemetery Maintenance | X | | |
| Park Maintenance | X | | |
| Sprinkler installation | X | | |
| Equip. Maintenance | X | | |
| Park Operations | X | | |
| Campground Operation | X | | X |
| Community Halls | X | | X |
| Playgrounds | X | | X |
| Skating Rinks | X | | X |
| Shooting Range - Vaux. | | | X |
| Shooting Range - Taber | | | X |
| Riding Arena - Taber | | | X |
| Riding Arena - Vauxhall | | | X |
| Baseball diamonds | X | X | |

| Type of Service | Municipal | Inter-Municipal | Third Party |
|---------------------------|-----------|-----------------|-------------|
| Water | | | |
| Water Treatment | | | |
| Water Distribution | X | | X |
| Service Installs | X | | X |
| Meter Reading | X | | |
| Utility Billing | X | | |
| Truck Fill Station | X | | X |
| Waste Water | | | |
| Certified Operators | X | | |
| WW Collection System | X | | |
| Installation of utilities | X | | X |
| Emergency Services | | | |
| EMS Coordination | X | X | X |
| Fire Department | X | X | X |
| Peace Officer | X | X | |
| Safety Code Officer | X | X | |
| Safety Code Inspections | X | X | |
| Disaster Management | X | X | |
| Mutual Aid Agreements | X | X | |

| Other Services | Municipal | Inter-Municipal | Third Party |
|----------------|-----------|-----------------|-------------|
|----------------|-----------|-----------------|-------------|

Type of Service

| | | |
|-----------------------|---|---|
| FCSS | X | X |
| ORRSC - Planning | X | X |
| Joint Economic Dev. | X | |
| Adult Learning Assoc | | X |
| Southgrow Eco. Dev. | X | X |
| Pheasant Festival Com | | X |

Village of Barnwell Inventory of Community Services

| Type of Service | Municipal | Inter-Municipal | Third Party |
|-----------------------|-----------|-----------------|-------------|
| Transportation | | | |
| Shop - Vehicle. Maint | X | | |
| Sign Installation | X | | |
| Paved Road Repairs | X | | X |
| Snow Plowing | X | X | |

Type of Service

| Recreation | Municipal | Inter-Municipal | Third Party |
|------------------------|-----------|-----------------|-------------|
| Tree Planting | X | | |
| Tree Spraying | X | | |
| Park Maintenance | X | | |
| sprinkler installation | X | | |
| Equip. Maintenance | X | | |
| Park Operations | X | | |
| Playgrounds | X | | |
| Baseball diamonds | X | | |
| Skateboard park | X | | |
| Outdoor Fitness Park | X | | |

Type of Service

| Water | Municipal | Inter-Municipal | Third Party |
|--------------------|-----------|-----------------|-------------|
| Water Treatment | X | | |
| Water Distribution | X | | |
| Service Installs | X | | X |
| Meter Reading | X | | |
| Utility Billing | X | | |
| Truck Fill Station | X | | |

Waste Water

| | | | |
|---------------------------|---|--|---|
| Certified Operators | X | | |
| WW Collection System | X | | |
| Installation of utilities | | | X |

Emergency Services

| | | | |
|------------------|--|---|---|
| EMS Coordination | | X | |
| Fire Department | | X | X |
| Peace Officer | | X | X |

| | | |
|-------------------------|---|---|
| Safety Code Officer | | X |
| Safety Code Inspections | | X |
| Disaster Management | X | X |
| Mutual Aid Agreements | X | X |

Other Services

| Type of Service | Municipal | Inter-Municipal | Third Party |
|---------------------|-----------|-----------------|-------------|
| FCSS | | X | |
| ORRSC - Planning | | X | X |
| Joint Economic Dev. | | X | X |
| Southgrow Eco. Dev. | | X | X |
| Cemetery | X | | |

ICF Agreement – Statutory Provisions

Amendments to the Municipal Government have amended the purpose of municipalities. The new act requires a municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

Water

The Municipal District of Taber and the Village of Barnwell have a number of agreements in place with respect to the provision of water services.

Agreements and Information pertaining to the provision of water services:

- a. Water supply agreement

Waste Water

The Municipal District of Taber and the Village of Barnwell have no agreements in place with respect to waste water, provide no intermunicipal services in this regard and do not require a regional agreement on this matter.

Emergency Services

The Municipal District of Taber and the Village of Barnwell have an agreement to operate a joint fire service to serve both municipalities.

The Municipal District of Taber Regional Fire Service was established in March 2016 for the purpose of providing fire and rescue services within the Town of Vauxhall and the Municipal District of Taber. The M.D. of Taber and the Village of Barnwell entered into a Regional Fire Partnership agreement in March 2017. The agreement has been amended twice since that time to provide for the provision of Emergency Medical service coordination by the Vauxhall Regional Fire Authority Fire Chief and again to provide for the purchase of a new fire truck for the Town of

Vauxhall and to replace a rescue truck for the Authority.

The agreement is a long term one which resulted in the seamless and irreversible integration of 5 department fire system into a cohesive organization. The Municipal District of Taber Regional Fire Service provides fire and rescue services for the Municipal District of Taber, the Town of Vauxhall and the Village of Barnwell.

Agreements and Information:

- a. Regional Fire Partnership Agreement
- b. Regional Emergency Management Framework Agreement - Joint emergency services planning - Municipal District of Taber, Town of Vauxhall and Village of Barnwell
- c. Alberta Safety Code Accreditation - Fire Discipline

Solid Waste

In 2017 the former Regional Waste Authority was dissolved and a new solid waste agreement signed. These agreements provide for the establishment of a regional committee to discuss regional solid waste initiatives, to ensure equity in municipal solid waste disposal rates and to ensure equal access to municipal solid waste handling and disposal facilities. The Village of Barnwell and the Municipal District of Taber both have an agreement for waste disposal with the Town of Taber.

Agreements and Information:

- a. Taber and District Solid Waste Management Agreement- Town of Vauxhall, Municipal District of Taber, Village of Barnwell and Town of Taber
- b. Termination of Authority Agreement Town of Vauxhall, Municipal District of Taber, Village of Barnwell and Town of Taber

Transportation

The Municipal District of Taber and the Village of Barnwell have only one agreement with respect to transportation:

- a. Snowplowing agreement

Both communities fund transportation costs for the road networks within their respective communities.

Recreation

The Municipal District of Taber and the Village of Barnwell have collaborated on many capital projects within the Village of Barnwell and have jointly funded operating costs related to recreation facilities. The two municipalities are committed to providing recreation facilities that may be utilized equally by residents of both communities.

The funding formula for the annual recreation grant provided by the M.D. of Taber to regional communities was negotiated in the early 1990's and was based upon the types of services that the communities provide.

Barnwell's annual recreation grant value was based upon the presence of the parks and baseball fields which the community hosts. Surveys indicate that as a whole the recreation budget established by the Municipal District of Taber is on par with communities of similar size.

The Municipal District of Taber and the Village of Barnwell are committed to working collaboratively to identify, operate, maintain and construct recreation facilities for regional use based upon a regional collaborative and a consultative process which provides for municipal and public input into the design, construction, funding and operation of jointly operated facilities.

Typical funding that is provided annually to the Village of Barnwell and to community organizations within the Village

Village of Barnwell Recreation Grant - \$27,159

Barnwell library - annual grant of approximately \$9000 provided annually through the M.D. of Taber Library Board

Barnwell Seniors Grant - \$6,338

The Municipal District of Taber is committed to providing the aforementioned contributions for the funding of other recreation facilities and related community services within the Village of Barnwell. Any change in the total amount of funding provided to the Village of Barnwell and organizations within the community as herein set forth will be in consultation and agreement with the Village of Barnwell.

Attachments to this Agreement

Attached to this agreement is the current Municipal District of Taber and Village of Barnwell Intermunicipal Development Plan as well as the agreements aforementioned within this document.

Commitment to Collaboration

The Municipal District of Taber and the Village of Barnwell acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement as well as to honor all applicable legislation with respect intermunicipal collaboration within the Province of Alberta.

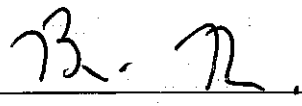
IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the 5 day of October, 2017.

FOR THE VILLAGE OF BARNWELL

FOR THE MUNICIPAL DISTRICT of TABER

PER: 

MAYOR

PER: 

REEVE

PER: 

ADMINISTRATOR

PER: 

ADMINISTRATOR