



By-law No. 214 / 2019

A By-law of the Town of Bentley, in the Province of Alberta, to adopt the Town of Bentley and Lacombe County Inter-municipal Collaboration Framework

WHEREAS, the Council of the Town of Bentley is authorized under the Municipal Government Act, RSA 2000, Chapter M-26, as amended, to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents, and


WHEREAS, the Town of Bentley and Lacombe County have worked collaboratively on the preparation of an inter-municipal collaboration framework between the two municipalities, and

WHEREAS, the Council of the Town of Bentley deems it desirable and appropriate to adopt the Town of Bentley and Lacombe County Inter-municipal Collaboration Framework;

NOW THEREFORE, the Council of the Town of Bentley, duly assembled, enacts as follows:

1. That the document titled "Town of Bentley and Lacombe County Inter-municipal Collaboration Framework Master Agreement" dated September 23, 2019 as attached and forming part of the By-law be adopted,
and
2. That this By-law shall take effect upon the final passing thereof.

Received first and second reading and by unanimous consent of Bentley Town Councillors present, a third reading and finally passed this 8th day of October, 2019


Mayor


Chief Administrative Officer



Town of Bentley & Lacombe County
INTERMUNICIPAL COLLABORATION FRAMEWORK



MASTER AGREEMENT



1. SIGNATORIES

- 1.1 The Signatories to this Agreement are the Town of Bentley and Lacombe County.
- 1.2 The terms "*Signatory*" and "*Signatory Municipality*" are used interchangeably in this Agreement.

2. DEFINITIONS

- 2.1 "**Agreement**" means the Intermunicipal Collaboration Framework Master Agreement between the Town of Bentley and Lacombe County.
- 2.2 "**Capital**" means those tangible assets having significant value and physical substance that are used in the supply of goods and services related to that asset, have a useful economic life greater than five years, are to be used on a continuing basis and are not for sale in the ordinary course of operations. Financial assets such as cash and reserves are not included in this definition.
- 2.3 "**Consensus**" means "we can live with it, are comfortable with the result, and will own it when we take it to our Councils."
- 2.4 "**Dispute Resolution**" has the meaning as per section 11 Dispute Resolution and as described in Schedule 4 Dispute Resolution.
- 2.5 "**Operating Costs**" means the costs to provide the services identified in this Agreement and the Sub-Agreements that flow from it.
- 2.6 "**Representative**" means a person selected by a party who holds a senior position with the Signatory and has authority to negotiate for or settle a dispute on behalf of the Signatory.
- 2.7 "**Service**" means any program, facility or infrastructure necessary to provide a service identified in Schedule 1 Services Inventory of this Agreement and Sub-Agreements as listed in Schedule 2 Sub-Agreements.
- 2.8 "**Sub-Agreements**" means any agreement referenced in this Agreement and/or listed in Schedule 2 Sub-Agreements.

3. PURPOSE

- 3.1 The purpose of this Agreement and the Sub-Agreements that flow from it is to demonstrate the commitment of the Town of Bentley and Lacombe County to work collaboratively to jointly provide facilities and deliver services and programs for the benefit of both municipalities and to manage growth and plan for the future.

- 6.4 The Town of Bentley and Lacombe County have adopted an Intermunicipal Development Plan in accordance with the Municipal Government Act through the passing of Bylaw 203/2018 and Bylaw 1288/18 respectively.

7. INTERMUNICIPAL COLLABORATION FRAMEWORK COMMITTEE

- 7.1 The Town of Bentley and Lacombe County agree to establish a joint Intermunicipal Collaboration Framework Committee (the "Committee").
- 7.2 The Committee is to be established as of the effective date of this Agreement and subsequently renewed at the respective Organizational Meetings of each Signatory Municipality on an annual basis as long as the Agreement is in effect.
- 7.3 The Committee is to be composed of two appointed and one alternate elected official and the Chief Administrative Officer or designate of each Signatory. Quorum shall be four members consisting of one elected official and the CAO or designate from each Signatory.
- 7.4 The Committee will meet a minimum of once every four years, or on an as required basis, and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the Town of Bentley and Lacombe County stakeholders, except matters where other current operating structures and mechanisms are operating successfully.
- 7.5 The Committee Chair shall be elected by the members of the Committee from amongst the elected officials and shall normally serve for a term of four years, or less if required, with the position rotating between the Signatories. Unless otherwise determined by the Committee, the Signatory from which the Chair is chosen shall normally provide the administrative support to the Committee for the term of the Chair.
- 7.6 The Chief Administrative Officers will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters put before the Committee, and for presenting all recommendations from the Committee to the respective Councils.
- 7.7 The Committee is a recommendation making committee that advises each Council. Recommendations to individual Councils will occur when the Committee members have Consensus on the advice they wish to provide on a given issue. This may include:
- (a) recommendations on options for proceeding;
 - (b) recommendations on further review and discussion of a topic;
 - (c) advising no agreed-upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or

11. DISPUTE RESOLUTION

- 11.1 The Signatories are committed to acting reasonably, in good faith, and to making their best efforts to find common ground and to reach consensus.
- 11.2 In the event of a dispute between the Signatories concerning, but not limited to a default, breach, about the interpretation of, or application of, any of the provisions, terms, covenants or conditions contained within this Agreement or any of its Sub-Agreements, the Intermunicipal Collaboration Framework Committee will meet and attempt to resolve the dispute.
- 11.3 In the event the Intermunicipal Collaboration Framework Committee is unable to resolve the dispute, the Signatories shall undertake the Dispute Resolution process set out in Schedule 4 Dispute Resolution.

12. FUTURE PROJECTS AND AGREEMENTS

- 12.1 In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer.
- 12.2 Once either municipality has received written notice of a new project and/or service an Intermunicipal Collaboration Framework Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 12.3 The Intermunicipal Collaboration Framework Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements.


13. INDEMNITY

- 13.1 Lacombe County shall indemnify and hold harmless the Town of Bentley, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of any act or omission of the Town of Bentley, its employees and agents in the performance of this Agreement.
- 13.2 The Town of Bentley shall indemnify and hold harmless Lacombe County, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of

IN WITNESS WHEREOF the Signatories have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this 8 day of OCTOBER, 2019 in BENTLEY, Alberta.

TOWN OF BENTLEY

Per: 

Greg Rathjen, Mayor

Per: 

Elizabeth Smart, CAO

LACOMBE COUNTY

Per: 

Paula Law, Reeve

Per: 

Tim Timmons, County Manager

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Transportation	Snow Plowing and removal & Ice Control	Removal of snow and ice from roads and sidewalks to ensure safe passage. Includes plowing of all roads and clearing of sidewalks across public properties, clearing of public parking lots, steaming frozen culverts and catch basins, haul out of snow, operation of the snow dump, and spreading of de-icing material, sand and gravel	Service is provided within Town boundaries only	Town taxpayer support	Town staff & equipment
		Highway 12A snow removal within the Town limits		Snow Removal Agreement with AB Transportation Max. 6 times per calendar year Other times, at taxpayer support	
Transportation	Road & Sidewalk Maintenance & repair	Maintenance of all public roadways within the Town. Includes curb, lane & crosswalk markings, traffic signs and controls, crack sealing, pothole repair, blading and gravelling of gravel lanes, installing Xmas lights, etc.	Service is provided within Town boundaries only	Town taxpayer support	Town staff & equipment 50 th Street North – agreement with Lacombe County for maintenance
		Sidewalk maintenance, repair & replacement as needed	Service is provided within Town boundaries only	Town taxpayer support	Major repair, upgrades – Third Party
Transportation	Street Sweeping	Sweeping of hard surface roadways a few times per year	Service is provided within Town boundaries only	Town taxpayer support Agreement with AB Transportation for 1 street sweeping on Highway 12A per year	Town staff & equipment
Transportation	Street Lighting	Installation, maintenance and ongoing operation of streetlights	Service is provided within Town boundaries only	Town taxpayer support	Third party - Fortis Alberta

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITTING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Emergency Services	E-waste	Sea-can, owned by the Town, located at the Transfer Station	Available to all ratepayers within the Town & County & beyond	Net expense calculated in user rates Cost shared - Town 75% County 25%	Agreement with LRWSC to provide location and staff monitoring for recycling bins and e-waste sea-can
Emergency Services	Fire Fighting & Protective Services	Delivery of fire suppression, motor vehicle accident, vehicle extrication, first medical response services	All properties within Town and County - designated Bentley Fire District	Town taxpayer support	Town & County jointly owned and operated through fire services agreement
Emergency Services		Operation of jointly owned Bentley District Fire station	All properties within Town and County - designated Bentley Fire District	Cost share - Town & County	Agreement with County for regional fire protection support services
Emergency Services	Emergency Management	Delivery of plans and programs to enable community response to wide scale emergency events and disasters. Includes preparing and maintaining plans for responses, training for emergency operations centre functions, incident command system and reception centres and awareness and response if needed	All properties within Town	Town taxpayer support	Inter-municipal assistance - Lacombe Regional Emergency Management Partnership Agreement
Recreation	Campground	Operation and maintenance of the Municipal Campground and adjacent playground. Includes general maintenance of site, washroom and shower facilities, bookings and collection of payments	Campground lot rental is available to any user on a per night camping fee basis	Campground rental fees Town taxpayer support	Campground Reservations through the Town Office Third Party - contracted Campground Caretaker Grounds maintenance by Town staff & equipment
Recreation	Parks and Boulevard Maintenance and green spaces	Involves the maintenance and upkeep of all public properties in the Town. Includes grass cutting along boulevards and within parks, including the Morrisroe Recreation Area, playground maintenance and inspections, maintenance of benches, waste receptacles and picnic tables, collection of garbage, etc.	Service is provided within Town boundaries only	Town taxpayer support	Town staff & equipment

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Recreation	Curling Rink	Facility leased to the Bentley Curling Club. Terms of lease are that the Curling Club maintains the interior of the building and the Town is responsible for maintenance & repair of the building exterior & building insurance	Service is available to all rate payers within the Town and County and beyond, through the Bentley Curling Club. Also used by the Bentley Farmers Market every Saturday from May to Sept	Curling Club pays for interior maintenance and utilities Town taxpayer support and annual funding from County	Bentley Curling Club Town of Bentley
Recreation	Ball Diamonds	3 ball diamonds sized for minor ball and slow pitch. Ball diamond rental bookings and collection and all ball diamond grass cutting, diamond floating, maintenance and repair	Service is available to all rate payers within the Town and County and beyond	Town taxpayer support Ball diamond rental fees Annual funding from County	Town staff & equipment
Other Services	Drainage and Storm Sewer	Delivery of drainage services through series of channels and piped collection system. clean out of catch basins, and steam flushing of culverts and catch basins	Service is provided within Town boundaries only	Town taxpayer support	Town staff Third party services – i.e., flushing of lines
Other Services	Family and Community Support Services & Neighborhood Place	Provision of services that enhance the social well-being of individuals and families through the promotion of awareness, providing access to counselling and support. Programs and support for child & youth services, support for prevention and early intervention, promotion of volunteerism. The Bentley Boutique is a free clothing exchange program that operates through the support of volunteers	Service is available to all residents within the Town & County	Provincial funding Lacombe County contribution Taxpayer support for 20% matching contribution	Town staff Volunteers
Other Services	Seniors Drop-in Centre	Provision of facility to house Seniors Drop In Centre that offers a location for seniors to gather (usually 2 days per) and is also used as a convenient, economical location for special activities such as birthdays, anniversaries, group meetings and small group gatherings for a rental fee payable to the Seniors Group	Bentley & Area Seniors Rental facility available to all of the Town and County residents	Town taxpayer support Drop-in Seniors Group pays \$500 per year under a rental agreement with the Town	Town staff and Drop-in Centre Senior Volunteers Occasionally, third party for maintenance
Other Services	Bylaw Enforcement	Delivery of enforcement services to ensure compliance with Municipality bylaws. Includes addressing complaints, investigations and legal assistance	Service is provided within Town boundaries only	Town taxpayer support	Contract with Lacombe County

SCHEDULE 1
SERVICES INVENTORY – LACOMBE COUNTY

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Wastewater	Wastewater Collection and Treatment	Collection, treatment and disposal of wastewater and associated system(s) maintenance	Service is provided in the Hamlet of Mirror, numerous Lakeshore Residential, Aspelund Industrial Park, Wildrose Commercial Park and at County recreation facilities	Cost sharing agreements User fees County taxpayer support for costs not recovered through utility rates	Lacombe County Other Municipalities Third Party
	Stormwater Management	Maintenance of stormwater systems, including ditches, culverts and stormwater retention ponds	Service is provided within County boundaries	County taxpayer support	Lacombe County
Solid Waste	Solid Waste Collection & Disposal	Solid waste collection and disposal	Hamlet of Mirror	User fees	Third Party
	Solid Waste Collection & Disposal	Solid waste collection and disposal	County recreation/public facilities	County taxpayer support	Lacombe County
	Solid Waste Collection & Disposal	Solid waste and used oil and antifreeze /oil and antifreeze containers disposal at Lacombe Regional Waste Services Commission transfer stations and Prentiss Landfill	County residents and businesses	User fees County taxpayer support	Third Party
	Recycling	Recycling bins located in urban municipalities	County residents and businesses	Intermunicipal agreements County taxpayer support	Lacombe County Urban Municipalities within County
	Recycling	Recycling bins and facilities located at Lacombe Regional Waste Services Commission transfer stations and Prentiss Landfill	County residents and businesses	User fees County taxpayer support	Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Recreation and Culture	Outdoor Recreation	Operation and maintenance of sports fields, athletic parks, trails, playgrounds, swimming pools, water parks, skateboard parks, skating rinks, multi-purpose facilities, lakeshore public areas and beaches, fishing ponds, natural areas and parks	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements User fees	Lacombe County Urban Municipalities Third Party
	Community Halls and Drop in Centres	Operation and maintenance of community halls and drop-in centres	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements User fees	Urban municipalities Third Party
Recreation and Culture	Indoor Recreation	Operation and maintenance of swimming pools, arenas, curling rinks, and multi-purpose facilities	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Urban Municipalities Third Party
	Library Services	Operation and maintenance of libraries	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Urban municipalities Third Party
	Museums and Historical Centres	Operation and maintenance of museums and historical centres	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Urban municipalities Third Party
	Tourism Services	Provision of Visitor Information Services	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Other Services	Senior's Housing	Provision of affordable seniors housing options and supports at Lodge and independent living facilities	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	User fees County taxpayer support Intermunicipal agreements	Third Party

SCHEDULE 3
FOLLOW-UP WORK

Schedule 3 describes the follow-up work that is required to implement this Agreement after it has been adopted. The target dates are meant as guides for the general order of working through the shared priorities of the Town of Bentley and Lacombe County.

Target Year	Activity/Item
2020	Update Existing Bylaws and Policies for Consistency with ICF Agreement
2020	Develop New Fire Services Agreements with Summer Villages
2021	Execute Letters of Understanding with community groups that operate facilities and/or provide services for the citizens of the Town of Bentley and Lacombe County

- 2(1) When either Town of Bentley Council or Lacombe County Council believe there is a dispute under this framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other party.

3. Negotiation

- 3(1) Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint their ICF Committee members to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4(1) If the dispute cannot be resolved through negotiations, the representatives must appoint a Mediator to attempt to resolve the dispute by mediation.
- 4(2) The initiating party must provide the Mediator with an outline of the dispute and any agreed statement of facts.
- 4(3) The parties must give the Mediator access to all records, documents and information that the Mediator may reasonably request.
- 4(4) The parties must meet with the Mediator at such reasonable times as may be required and must, through the intervention of the Mediator, negotiate in good faith to resolve their dispute.
- 4(5) All proceedings involving a Mediator are without prejudice, and, unless the parties agree otherwise, the cost of the Mediator must be shared equally between the parties.
- 4(6) If a resolution is reached through mediation, the Mediator will provide a report documenting the nature and terms of the agreement and solutions that have been reached. The Mediator report will be provided to each council.

5. Report

- 5(1) If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating parties must, within 21 days, prepare and provide to the other parties a report.
- 5(2) Without limiting the generality of subsection (1), the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.

- (d) award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for Resolving Dispute

- 8(1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8(2) If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's Order

- 9(1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9(2) The arbitrator's order must
 - (a) be in writing,
 - (b) be signed and dated,
 - (c) state the reasons on which it is based,
 - (d) include the timelines for the implementation of the order, and
 - (e) specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 9(3) The arbitrator must provide a copy of the order to each party.
- 9(4) If an order of the arbitrator under section (2) is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

10. Costs of Arbitrator

- 10(1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection (2).
- 10(2) Each municipality's proportion 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 of the municipalities' equalized assessments as set out in the most recent equalized assessment.