

TOWN OF CANMORE
AGENDA
Regular Meeting of Council
Council Chamber at the Canmore Civic Centre, 902 – 7 Avenue
Tuesday, March 30, 2021 at 9:00 a.m.

Times are estimates only.

PUBLIC QUESTION PERIOD – Before meeting is called to order

A. CALL TO ORDER AND APPROVAL OF AGENDA

1. **Agenda for the March 30 , 2021 Regular Meeting of Council**

B. PUBLIC HEARINGS - None

C. DELEGATIONS - None

D. APPROVAL OF MINUTES - None

E. BUSINESS ARISING FROM THE MINUTES - None

F. UNFINISHED BUSINESS - None

G. BYLAW APPROVAL - None

H. NEW BUSINESS

1. **Kananaskis Improvement District-Canmore Intermunicipal Collaboration Framework**

Recommendation: That Council adopt the Kananaskis Improvement District (KID) and Town of Canmore Intermunicipal Collaboration Framework (ICF) as presented.

I. CORRESPONDENCE/INFORMATION - None

J. REPORTS FROM ADMINISTRATION - None

K. NOTICES OF MOTION - None

L. IN CAMERA- None

M. ADJOURNMENT



Request for Decision

DATE OF MEETING: March 30, 2021 **Agenda #:** H1

TO: Council

SUBJECT: Kananaskis Improvement District-Canmore Intermunicipal Collaboration Framework

SUBMITTED BY: Sally Caudill, General Manager Municipal Services

RECOMMENDATION: That Council adopt the Kananaskis Improvement District (KID) and Town of Canmore Intermunicipal Collaboration Framework (ICF) as presented.

EXECUTIVE SUMMARY

The Municipal Government Act requires municipalities with common borders to prepare and adopt Intermunicipal Collaboration Frameworks by bylaw or resolution.

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

Section 17 of the Municipal Development Plan provides direction for intermunicipal cooperation. Council has entered into various agreements for service provision with its neighbours and approved an ICF with the M.D. of Bighorn in March of 2020.

DISCUSSION

The Modernized Municipal Government Act (MGA) required all municipalities with common boundaries to prepare and adopt Intermunicipal Collaboration Frameworks by April 1, 2020. Kananaskis Improvement District requested an exemption from the Minister from Section 17.2 of the Act. This exemption was denied and a deadline of April 1, 2021 for compliance has been set.

Section 17.2 of the MGA outlines the requirements for preparing and adopting an ICF and sets out that the purpose of an ICF is as follows:

- a) To provide for the integrated and strategic planning, delivery and funding of intermunicipal services,
- b) To steward scarce resources efficiently in providing local services, and
- c) To ensure municipalities contribute funding to services that benefit their residents.

Recent amendments to the MGA changed some of the requirements for preparation and adoption of an ICF, which have been considered during the preparation of the final ICF shown in Attachment 1. The ICF has been reviewed and discussed by members of administration from both Canmore and KID.

Historically the Town has not had any formal agreements with the KID. We do have a water/wastewater MOU for services at the Canmore Nordic Centre, which is technically within the ID9 boundaries, however the agreement sits with Alberta Parks and not with KID. In addition, we do have a mutual aid agreement for Fire-Rescue services.

There is one remaining service agreement to be finalized between Canmore and KID. A first response agreement for Fire-Rescue Services needs to be negotiated as the Town has been providing fire and rescue first response services to the KID without payment for some time. The ICF notes that should an agreement not be reached by August 30, 2021, the municipalities will commence the dispute resolution process as outlined in the ICF.

ANALYSIS OF ALTERNATIVES

If an ICF is not adopted by both Councils by April 1, 2021 the dispute resolution process must commence. Since the ICF has been reviewed and agreed to by members of both administrations, it is recommended that should Council wish to propose any amendments to the document that decision on the ICF be postponed, allowing time to review the proposed amendments.

FINANCIAL IMPACTS

None.

STAKEHOLDER ENGAGEMENT

Members of Canmore and KID's administration have exchanged several versions of the ICF and are both recommending approval of the attached version by resolution. The KID has approved the ICF at a recent Council meeting.

ATTACHMENTS

- 1) Kananaskis Improvement District Canmore Intermunicipal Collaboration Framework

AUTHORIZATION

Submitted by:	Sally Caudill General Manager Municipal Services	Date: <u>February 3, 2021</u>
Approved by:	Lisa de Soto Chief Administrative Officer	Date: <u>February 12, 2021</u>

Intermunicipal Collaboration Framework

Between

Kananaskis Improvement District

(the "ID")

and

The Town of Canmore

(the "Town")

(each a "Municipality, and collectively the "Municipalities")

WHEREAS the ID and the Town share a common boundary;

WHEREAS the ID and the Town have reviewed their common interests and wish to work together when appropriate to provide services to their residents; and

WHEREAS the *Municipal Government Act* stipulates that municipalities that have a common boundary must create an intermunicipal collaboration framework with each other that describes the services to be provided that benefit residents in more than one of the municipalities that are parties to the framework.

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

A. DEFINITIONS

In this Framework:

1. "CAO" means the Chief Administrative Officer or acting CAO of each Municipality.
2. "Effective Date" means the later of the dates on which a bylaw or resolution, as applicable, that contains this Framework has been finally adopted by each Municipality.
3. "Framework" means this intermunicipal collaboration framework.
4. "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
5. "Services" means one or more of the following municipal services:
 - a. transportation;
 - b. water and wastewater;
 - c. solid waste;
 - d. emergency services;

- e. recreation; and
- f. Any other municipal service as may be identified by a Municipality.

B. TERM AND REVIEW

1. This Framework shall come into effect on the Effective Date and shall remain in effect unless it is replaced under the terms of this Framework or is no longer required pursuant to s.708.28(1) or s.708.28(5) of the *Municipal Government Act*.
2. As soon as reasonably possible after a Municipality has finally adopted either a bylaw or resolution that contains this Framework, that Municipality's CAO shall provide written notice to the other Municipality's CAO confirming the date of final adoption.
3. The Municipalities shall review the terms and conditions of this Framework by no later than each five-year anniversary of the Effective Date.
4. After each five-year review is completed, if the Municipalities do not agree that this Framework continues to serve the interests of the Municipalities, the Municipalities will create a new intermunicipal collaboration framework to replace this Framework. The Town shall notify the Minister of Municipal Affairs and the ID shall notify the Minister of Environment and Parks of the replacement framework within 90 days of a resolution or bylaw containing the replacement framework being finally adopted by each Municipality.

C. THE PRINCIPLES OF INTERMUNICIPAL COOPERATION

1. The Municipalities are committed to fostering intermunicipal cooperation in a non-adversarial, informal, and cost-effective manner.
2. The Municipalities will comply with section 708.4 of the *Municipal Government Act* in aligning their bylaws and resolutions with this Framework as applicable.

D. INTERMUNICIPAL SERVICES

1. The ID and the Town wish to identify where there is mutual benefit to enter into agreements to contribute funding to Services that benefit the residents in more than one of the Municipalities. The following agreements are in place (approved and executed) for the provision of such Services:
 - a. Emergency Services:

The ID and the Town have entered into the Alberta Bow Valley Mutual Aid Agreement dated November 14, 2017, and the Alberta South Central Mutual Aid Agreement dated January 31, 2019. These two emergency services mutual aid agreements authorize the Municipalities to invoice each other for fees incurred in the delivery of mutual aid emergency services.
2. Currently, the Town provides fire and rescue first response services within the ID, but no formal agreement nor payment structure exists for this service. The ID and the Town are in the process of negotiating an agreement to formalize the Town's delivery of fire suppression and rescue first response services as required by the ID ("Fire Suppression Agreement"). In the event the Fire

Suppression Agreement cannot be agreed to by the Municipalities by August 30, 2021, the Municipalities agree that the dispute resolution provisions of this Framework shall be commenced. The Municipalities acknowledge that Article E shall not apply to the Fire and Suppression Agreement.

E. FUTURE PROJECTS OR INITIATIVES

1. The Municipalities acknowledge that each future project or initiative for Services that benefit the residents in more than one of the Municipalities (“Future Project or Initiative”) shall be dealt with on a case by case basis. If either Municipality wishes to propose a new Future Project or initiative, the initiating Municipality’s CAO will provide a written notice to the other Municipality’s CAO within 90 days that includes:
 - a. a general description of the Future Project or Initiative,
 - b. the estimated costs, and
 - c. the proposed timing of the expenditure.
2. The receiving Municipality will advise if it agrees to or objects to the Future Project or initiative, and the reasons, within 30 days of receiving the written notice.
3. Both Municipalities recognize that a Municipality’s decision to participate or not to participate in a Future Project or Initiative lies with each respective Municipality who, in turn, must rely on the support of their electorate to support the Future Project or Initiative, any borrowing or funding that could be required, and any approvals that may be required by ministerial order or other legislation, as applicable.
4. If the Municipalities agree to a Future Project or Initiative, then they shall create a new intermunicipal collaborative framework to replace this Framework. The Town shall notify the Minister of Municipal Affairs and the ID shall notify the Minister of Environment and Parks of that replacement framework within 90 days of a resolution or bylaw containing the replacement framework being finally adopted by each Municipality.

F. INTERMUNICIPAL DEVELOPMENT PLAN

1. The Municipalities acknowledge and agree that they are each exempt from creating an intermunicipal development plan by the Minister of Municipal Affairs, in accordance with Ministerial Order No. MSD: 019/20.

G. DISPUTE RESOLUTION

1. In the event of any dispute regarding the interpretation, implementation, application of or any contravention or alleged contravention of this Framework, the Municipalities agree to refer the matter for joint discussion by their respective CAOs. If the CAOs cannot negotiate a resolution to the dispute within 30 days of their first joint discussion, the Municipalities agree to participate in mediation with a mutually acceptable mediator.
2. The Municipalities agree that mediation will proceed on the following basis:

- a. if the Municipalities cannot agree on a mediator, they will ask the President or Executive Director of the ADR Institute of Alberta to assist in the selection process;
 - b. the Municipalities will share the cost of the mediator equally and bear their own costs incurred with respect to the mediation; and
 - c. no evidence of anything said or of any admission or communication made in the course of the mediation shall be admissible in any legal proceeding, except with the consent of both Municipalities.
3. If the Municipalities are not able to resolve the dispute by mediation within one year after the date of the first joint discussion of the CAOs under Article G.1, pursuant to section 708.34(c) of the *Municipal Government Act*, the Municipalities agree to resolve the dispute through arbitration as set out in section 708.35 of the *Municipal Government Act*.
 4. Notwithstanding Articles G.1 through G.3, where an intermunicipal Service agreement referenced in Article D.1 or D.2 has a dispute resolution process included in the agreement, the dispute resolution outlined in that intermunicipal Service agreement shall be used instead of the dispute resolution outlined in this Framework.

H. NOTICES AND COMMUNICATION

1. Each Municipality's CAO will communicate with each other in a timely manner any items that might be of significance for this Framework.
2. Notices under this Framework shall be provided in writing to the mailing addresses of each respective Municipality and addressed for the attention of the CAO.
3. Notices will be sent either by courier or postal service. Regardless of the method of delivery, any notice is deemed to be received 7 business days after it has been sent. A party will endeavour to send courtesy copies of correspondence by electronic means to the attention of the CAO, but such delivery method will not affect the calculation of days set out above.

I. GENERAL

1. The Municipalities agree that:
 - a. in this Framework words in the singular include the plural and words in the plural include the singular;
 - b. this Framework does not affect any other responsibility, right or obligation of any Municipality and addresses only their roles with respect to the implementation of this Framework;
 - c. this Framework may be amended by mutual agreement of the Municipalities in writing;
 - d. nothing in this Framework fetters the discretion or regulatory authority of either Municipality in any way; and

- e. this Framework may be signed in counterpart, in which case the counterparts together constitute one agreement, and a signed copy of this Framework delivered by e-mailed PDF shall constitute good delivery.

IN WITNESS WHEREOF the Municipalities have hereunto executed this Framework by the hands of their proper officers duly authorized in that regard.

KANANASKIS IMPROVEMENT DISTRICT

THE TOWN OF CANMORE

PER:

PER:

Melanie Gnyp, Council Chair

John Borrowman, Mayor

Date

Date

Kieran Dowling
Acting Chief Administrative Officer

Lisa deSoto
Chief Administrative Officer

Date

Date