



BRAZEAU COUNTY

COUNCIL MEETING

February 18, 2020

VISION: Brazeau County fosters
RURAL VALUES, INNOVATION,
CREATIVITY, LEADERSHIP
and is a place where a **DIVERSE ECONOMY** offers
QUALITY OF LIFE for our citizens.

MISSION: A spirit of community created
through **INNOVATION** and **OPPORTUNITIES**

GOALS

- 1) Brazeau County collaboration with Canadians has created economic opportunity and prosperity for our community. *That we intentionally, proactively network with Canadians to bring ideas and initiative back to our citizens.*
- 2) Brazeau County has promoted and invested in innovation offering incentives diversifying our local economy, rural values and through opportunities reducing our environmental impact. *Invest in green energy programs, water and waste water upgrades, encourage, support, innovation and economic growth through complied LUB, promoting sustaining small farms, hamlet investment/redevelopment.*
- 3) Brazeau County is strategically assigning financial and physical resources to meet ongoing service delivery to ensure the success of our greater community. *Rigorous budget and restrictive surplus process, petition for government funding, balance budget with department goals and objectives.*
- 4) Brazeau County has a land use bylaw and framework that consistently guides development and promotes growth. *Promotes development of business that is consistent for all "open for business." Attract and retain businesses because we have flexibility within our planning documents.*
- 5) Come to Brazeau County to work, rest and play. *This encompasses all families. We have the diversity to attract people for the work opportunities. We have recreation which promotes rest and play possibilities that are endless.*
- 6) Brazeau County is responsive to its citizenship needs and our citizens are engaged in initiatives. *Engage in various levels - website, Facebook, newspapers, open houses.*

VALUES

We recognize the benefit of diversity among our communities, resources and work to respect their uniqueness.

We ensure responsible stewardship and we understand the decisions we make today will echo for generations.

We believe in acting with integrity.

We are open and transparent in all activities and decisions.

We respect our citizens through active listening to deliver services fairly and respond appropriately.

MOTION	ACTION	STATUS
0864/19-12-17	Letter to AT regarding responsibilities on Hwys in emergent situations	Target Date: Completed
0879/19-12-17	MDP update with Conceptual Scheme	Target Date: Completed
0892/19-12-17	Moose Crossing Signs on Hwy 39	Target Date: Completed
0818/19-12-03	Research the history of the mandate of Rural Physician Action Plan	Target Date: Completed
0862/19-12-17	Memorial for Maureen Schwab	Target Date: Completed
030/20-01-21	Report on how to educate the public on policing costs	Target Date: Completed
060/20-01-21	Letter to Minister of Transportation regarding line painting on highways	Target Date: Completed

**BRAZEAU COUNTY
REGULAR COUNCIL MEETING
AGENDA**

DATE: 2020 02 18
TIME: 9:00 AM
PLACE: COUNTY ADMINISTRATION BUILDING, COUNCIL CHAMBERS

Call to Order

Present

Five-Year Long Service Award: Greg Lattman, Utility Operator

1. Addition to and Adoption of the Agenda **(Pages 4 - 7)**
2. Adoption of the minutes of the Council Meeting of:
 - a) February 4, 2020 Regular Council Meeting **(Pages 8 - 17)**
3. Business Arising

Follow Up Action List:

MOTION	ACTION	STATUS
0876/19-12-17	Track the Plow feasibility Update	Target Date: March 3, 2020
027/20-01-21	FIN-7 Amendments	Target Date: Mar 3, 2020
086/20-02-04	March 23 Strategy Session: Solar Farm Potentials, Social Strategy Plan, Provincial Downloading	Target Date: Mar 23, 2020
089/20-02-04	Fire Services report on previous years accidents on provincial highways	Target Date: June 16, 2020
100/20-02-04	Administration to research RCMP responsibilities	Target Date: April 21, 2020
109/20-02-04	Clarification of fee model for the funding of community dinners	Complete

4. Urgent Items
5. CAO Report

6. Delegations/Appointments

9:15 am **RCMP Council Input on Priority Setting**
Staff Sgt Malcom Callihoo, Sgt Erin Matthews

10:00 am **Public Hearing: Bylaw 1044-19**
12. a) Brazeau County and the Village of Breton Intermunicipal
Development Plan (IDP)
- Request for Council Decision attached (**Pages 30 - 72**)

11:00 am **Public Input Session**

11:30 am **Questions from the Media**

12:00 pm - 1:30 p.m. Closed Session See Item 17.

7. Fire Services
No reports

8. Agricultural Services
a) Haying and Grazing Leases
- Request for Council Decision attached (**Pages 18 - 26**)

9. Community Services
a) Community Dinner Sponsorship
- Update Report to Council attached (**Pages 27 - 28**)

10. Finance
a) Bank Reconciliation Statement as of January 31, 2020 (**Page 29**)

11. Public Works and Infrastructure
No reports

12. Planning and Development
b) Bylaw 1045-19: Brazeau County and Village of Breton ICF
- Request for Council Decision attached (**Pages 73 - 84**)

c) Brazeau County and Leduc County ICF
- Request for Council Decision attached (**Pages 85 - 93**)

d) Bylaw 1049-20 Brazeau County and Town of Drayton Valley IDP
- Request for Council Decision attached (**Pages 94 - 114**)

e) Brazeau County and Town of Drayton Valley ICF
- Request for Council Decision attached (**Pages 115 - 153**)

13. General Matters
 - a) Alberta Municipalities FCM Reception
 - Correspondence from Sturgeon County attached (**Pages 154 - 155**)
 - b) Unemployment Resolution - K. Westerlund
 - Draft resolution attached (**Pages 156 - 157**)
14. Correspondence
 - a) Alberta Agriculture and Forestry regarding payment to the Applied Research and Forage Associations (**Page 158**)
15. Councillor Reports December 2019

Reeve B. Guyon reported that he attended:

- Regular Council Meeting x 2
- Budget Meeting x 3
- Decorticator Meeting with Mark Smith MLA
- National Day of Violence Remembrance for Women
- Joint Council Gathering and Minister of Energy/Eavor
- Warburg Seed Cleaning Board
- NSWA Meeting

Councillor S. Wheale reported that she attended:

- Budget Meeting x 3
- Regular Council x 2

Councillor A. Heinrich reported that he attended:

- Budget Meeting x 3
- Regular Council Meeting x 2
- Joint Council Gathering
- MPC Meeting

Councillor K. Westerlund reported that she attended:

- Budget Meeting x 2
- Regular Council Meeting x 2
- EBPR Presentation
- Joint Council Gathering
- ALUS Meeting
- SDAB Hearing

Councillor H. Swan reported that she attended:

- Budget Meeting x 3
- Regular Council x 2
- WCAS Meeting
- Joint Council Gathering
- PSAMS Meeting
- MPC Meeting

Councillor M. Gressler reported that he attended:

- Budget Meeting x 3
- Regular Council Meeting x 2
- Joint Council Gathering
- FCSS Drayton Valley
- MPC

Councillor D. Wiltse reported that she attended:

- Budget Meeting x 3
- Regular Council Meeting x 2
- Recreation Board Meeting
- Joint Council Gathering
- Drayton Valley Library Board Meeting
- Breton Library Board Meeting

16. Meeting Dates:
 - a) Invitation to attend Rotary House Celebration February 27, 2020 (**Page 159**)
 - b) Council Workshop Date April 22, 2020: Set as Final Budget Meeting
 - c) Council Workshop Date May 20, 2020: Set as CAO/Council Check-In Strategy Session
17. Closed Session:
 - a) Economic Corridor Update *FOIP Section 21*
 - b) Library package *FOIP Section 21*
 - c) Federal Grant Application *FOIP Section 21*
18. Round Table Wrap-Up
19. Adjournment

MINUTES OF THE REGULAR COUNCIL MEETING OF BRAZEAU COUNTY, HELD IN THE COUNTY ADMINISTRATION BUILDING, COUNCIL CHAMBERS IN BRAZEAU COUNTY ON TUESDAY 2020 02 04

CALL TO ORDER

Reeve B. Guyon called the meeting to order at 9:01 a.m.

PRESENT

B. Guyon, Reeve
H. Swan, Councillor
D. Wiltse, Councillor
M. Gressler, Councillor
A. Heinrich, Councillor
K. Westerlund, Councillor
J. Whaley, Chief Administrative Officer
T. Kwirant, Executive Assistant
C. Whalen, Finance Coordinator
K. MacInnis, Corporate Communications Coordinator

ABSENT

S. Wheale, Councillor

OTHERS

G. Long, Drayton Valley and District Free Press

**ADDITION TO
AND ADOPTION
OF AGENDA**

Addition to and Adoption of Agenda

080/20-02-04

Moved by D. Wiltse to approve the agenda with the following additions:

9:05 a.m. Closed Session Personnel/Legal *FOIP Section 19*

6. Delegations:
Library Location Proposal - Moe Hamdon - **New Time 10:30 a.m.**
9. Community Services
 - e) Breton FCSS Request for Family Day Celebration Funding
39. Meeting Dates
 - d) Energy Futures Communities Accelerator March 5, 2020
- B. Guyon
 - e) Fire and Ice Festival February 16, 2020
- M. Gressler
40. Closed Session
 - c) ICF and IDP Drayton Valley *FOIP Section 21*
 - d) Health Services *FOIP Section 17*

CARRIED UNANIMOUSLY

**CLOSED
SESSION**

Closed Session

081/20-02-04 Moved by M. Gressler that the regular Council Meeting of February 4, 2020 proceed into 'closed session' at 9:03 a.m. for the purpose of discussing:

Personnel/Legal FOIP Section 16

CARRIED UNANIMOUSLY

J. Whaley, CAO joined the closed session at 9:09 a.m. for the purpose of discussing *Personnel/Legal FOIP Section 16*.

J. Whaley, CAO left the closed session at 10:12 a.m. and rejoined the closed session at 10:32 a.m.

082/20-02-04 Moved by A. Heinrich that the regular Council Meeting of February 4, 2020 come out of 'closed session' at 10:35 a.m.

CARRIED UNANIMOUSLY

Reeve B. Guyon called for a break at 10:36 a.m. to allow the public ample time to return and the meeting resumed at 10:41 a.m.

**DELEGATIONS/
APPOINTMENTS**

Delegations/Appointments

Library Location Proposal

Moe and Hack Hamdon offered a location for the library as a Hamdon Family legacy project.

083/20-02-04 Moved by D. Wiltse to receive the library presentation by Mr. Hamdon for information and to add the discussion to the closed session under *FOIP Sections 21 and 16*.

CARRIED UNANIMOUSLY

**ADOPTION OF
MINUTES**

Adoption of Minutes

084/20-02-04 Moved by A. Heinrich to approve the minutes of the January 21, 2020 regular Council meeting as amended:

Motion 049/20-01-21 - remove K. Westerlund from the vote

Motion 061/20-01-21 - sentence structure

CARRIED UNANIMOUSLY

085/20-02-04 Moved by K. Westerlund to approve the minutes of the January 26, 2020 Special Council meeting as presented.

CARRIED UNANIMOUSLY

**BUSINESS
ARISING**

Business Arising

Bluebird Presentation

086/20-02-04 Moved by A. Heinrich to direct Administration to add the discussion on solar farm potentials to the strategy session of March 23, 2020.

CARRIED UNANIMOUSLY

**PUBLIC INPUT
SESSION**

Public Input Session

Reeve B. Guyon opened the Public Input Session at 11:04 a.m.

Garry Mastre raised his concern with the proposed amendments to the Municipal Development Plan. He believes there not would be much public support for the changes and invited council to attend the coffee shops to discuss such issues with the public.

Reeve B. Guyon closed the Public Input Session at 11:08 a.m.

Follow Up Action List

J. Whaley reviewed the status of the action items.

087/20-02-04 Moved by H. Swan to receive the Follow Up Action List for information.

CARRIED UNANIMOUSLY

**URGENT
ITEMS**

Urgent Items

None

CAO REPORT

CAO Report

Proposal to Purchase County Land

J. Whaley gave an update on the potential of a life lease on the lands in question.

088/20-02-04 Moved by H. Swan to receive the CAO's verbal update for information.

CARRIED UNANIMOUSLY

FIRE SERVICES

Fire Services

2019 December Fire Department Stats

T. Thomson presented the activities from the Fire Department during December 2019.

089/20-02-04 Moved by M. Gressler to direct Administration - Fire Services to bring back a report on the last 10 - 20 previous years on road accidents on provincial highways in the Brazeau County and Drayton Valley area.

CARRIED UNANIMOUSLY

090/20-02-04 Moved by H. Swan to direct Administration - Fire Services to separate out on the monthly stats report, the accidents on provincial highways.

CARRIED UNANIMOUSLY

COMMUNITY SERVICES

Community Services

Rural Physician Action Plan Mandate

L. Chambers presented a report on the history of the mandate of the Rural Physicians Action Plan.

091/20-02-04 Moved by H. Swan to receive the Rural Physician Action Plan history for information.

CARRIED UNANIMOUSLY

Public Messaging Regarding Policing Costs

K. MacInnis presented a plan to educate the public on the upcoming increased charges from the province for police costs.

092/20-02-04 Moved by A. Heinrich to receive the communication strategy report for information.

CARRIED UNANIMOUSLY

Memorial for Maureen Schwab

L. Chambers updated Council on the plans for the memorial for Maureen Schwab.

093/20-02-04 Moved by K. Westerlund to receive the report on the memorial for Maureen Schwab as information.

CARRIED UNANIMOUSLY

Social Development Plan

L. Chambers presented a request to cost share the printing of the Town of Drayton Valley Social Development Plan.

094/20-02-04 Moved by A. Heinrich to table any further discussion on the Social Strategy Plan until after the March 23, 2020 strategy session.

CARRIED UNANIMOUSLY

Breton FCSS Request for Family Day Celebration Funding

L. Chambers presented a request from the Breton FCSS for the Breton Family Day Celebrations.

095/20-02-04 Moved by M. Gressler through the FIN-7 Policy that Council support the Family Day Celebration in Breton through FCSS to the tune of \$750.00.

CARRIED UNANIMOUSLY

Reeve B. Guyon called for a break at 12:02 p.m. and the meeting resumed at 12:18 p.m.

**CLOSED
SESSION**

Closed Session

096/20-02-04 Moved by M. Gressler that the regular Council Meeting of February 4, 2020 proceed into 'closed session' at 12:19 p.m. for the purpose of discussing:

- a) Policing Cost Update *FOIP Section 21*
- b) United Church Update *FOIP Section 16*
- c) ICF and IDP Drayton Valley *FOIP Section 21*
- d) Health Services *FOIP Section 17*
- e) Library Discussion *FOIP Section 21 and 16*

CARRIED UNANIMOUSLY

L. Chambers Director of Community Services and J. Whaley CAO joined the closed session at 12:19 p.m. for the purpose of discussing Policing Cost Update *FOIP Section 21*, United Church Update *FOIP Section 16*, Health Services *FOIP Section 17* and Library Discussion *FOIP Section 21 and 16*.

097/20-02-04 Moved by M. Gressler that the regular Council Meeting of February 4, 2020 break from 'closed session' at 12:54 p.m.

CARRIED UNANIMOUSLY

Reeve B. Guyon called for a break at 12:54 p.m. to allow the public ample time to return and the meeting resumed at 12:58 p.m.

**DELEGATIONS/
APPOINTMENTS**

Delegations/Appointments

65th Anniversary Presentation to Avolt and Hilde Richert

H. Swan presented Avolt and Hilde Richert with a commemorative clock in honour of their 65th wedding anniversary.

K. Westerlund left the meeting at 1:03 p.m.

**CLOSED
SESSION**

Closed Session

098/20-02-04 Moved by D. Wiltse that the regular Council Meeting of February 4, 2020 resume 'closed session' at 1:03 p.m.

CARRIED UNANIMOUSLY

L. Chambers Director of Community Services and J. Whaley CAO joined the closed session at 1:03 p.m.

K. Westerlund returned to the meeting and joined the closed session at 1:14 p.m.

L. Chambers left the closed session at 1:57 p.m.

099/20-02-04 Moved by M. Gressler that the regular Council Meeting of February 4, 2020 come out of 'closed session' at 2:14 p.m.

CARRIED UNANIMOUSLY

Reeve B. Guyon called for a break at 2:14 p.m. to allow the public ample time to return and the meeting resumed at 2:21 p.m.

100/20-02-04 Moved by A. Heinrich to direct Administration to research RCMP responsibilities.

CARRIED UNANIMOUSLY

101/20-02-04 Moved by H. Swan to accept the library discussion for information.

CARRIED UNANIMOUSLY

102/20-02-04 Moved by D. Wiltse to accept the health services update for information.

CARRIED UNANIMOUSLY

103/20-02-04 Moved by M. Gressler to accept the IDP and ICF discussion for information.

CARRIED UNANIMOUSLY

104/20-02-04 Moved by K. Westerlund to accept the United Church update for information and continue the research of the church as a possible location for the library.

CARRIED UNANIMOUSLY

105/20-02-04 Moved by A. Heinrich to accept personnel/legal update for information.

CARRIED UNANIMOUSLY

FINANCE

Finance

Bank Reconciliation Statement as of December 31, 2019

106/20-02-04 Moved by M. Gressler to receive the Bank Reconciliation statement for information.

CARRIED UNANIMOUSLY

PUBLIC WORKS

Public Works

2020 Construction Project Update

L. Fischer presented the status of the 2019 carry over and 2020 construction projects.

107/20-02-04 Moved by A. Heinrich to receive the Construction Project Update for information.

CARRIED UNANIMOUSLY

Alberta Transportation Highway Line 39 Painting

L. Fischer presented the response from Alberta Transportation to the letter sent regarding highway line painting.

108/20-02-04 Moved by H. Swan to receive the Highway Line Painting response for information.

CARRIED UNANIMOUSLY

GENERAL MATTERS

General Matters

Community Dinner Sponsorship

109/20-02-04 Moved by H. Swan to direct Administration to work with Mr. Mulligan and Drayton Valley to clarify the fee model for the funding of community dinners.

CARRIED UNANIMOUSLY

**CORRESPONDENCE
ITEMS**

Correspondence/Items for Information

Royal Canadian Mounted Police regarding RMA meeting follow up

110/20-02-04 Moved by A. Heinrich to receive the RCMP letter for information.
CARRIED UNANIMOUSLY

**COMMITTEE
REPORTS**

Committee Reports

Agricultural Service Board Member's Report (ASB)

Councillor K. Westerlund provided a report regarding the Agricultural Service Board and the conference.

Municipal Planning Commission Member's Report (MPC)

Councillor A. Heinrich provided a report regarding the Municipal Planning Commission.

Brazeau Seniors Foundation Report

No report.

Drayton Valley Municipal Library Board

Councillor D. Wiltse provided a report regarding the Drayton Valley Municipal Library Board.

Breton Municipal Library Board

Councillor D. Wiltse provided a report regarding the Breton Municipal Library Board.

West Central Airshed Society

No report.

Yellowhead Regional Library Board

No report.

Family and Community Support Services (FCSS)

No report.

North Saskatchewan Watershed Alliance

No report.

North Saskatchewan Watershed Alliance Steering Committee

No report.

Eagle Point/Blue Rapids Parks Council (EPBR)

Councillor K. Westerlund provided a report regarding the EPBR Parks Council.

Pembina Area Synergy Group

Councillor A. Heinrich provided a report regarding the Pembina Area Synergy Group.

111/20-02-04

Moved by H. Swan to ratify A. Heinrich's attendance at the Pembina Area Synergy meeting in place of K. Westerlund.

CARRIED UNANIMOUSLY

Pembina Sentinel Air Monitoring (PSAM)

No report.

Physician Recruitment and Retention Committee

Councillor H. Swan provided a report regarding the Community Physician Recruitment and Retention Committee.

Eleanor Pickup Arts Centre (EPAC)

Councillor D. Wiltse provided a report regarding the Eleanor Pickup Arts Centre Committee.

Northern Mayors Group

No report

Breton and District Family Community Support Services (FCSS)

Councillor M. Gressler provided a report regarding the Breton FCSS.

Alternative Land Use Service Partnership Advisory Committee (ALUS PAC)

No report.

Alberta Hemp Alliance

Reeve B. Guyon provided a report regarding the Regional Hemp Steering Committee.

Recreation Board

No report.

Chamber of Commerce

No report.

Warburg Seed Cleaning Plant Board

No report.

Intermunicipal Development Plan Committee

No report.

Emergency Management Oversight Committee

No report.

112/20-02-04 Moved by A. Heinrich to receive the Councillor Reports for information.
CARRIED UNANIMOUSLY

**MEETING
DATES**

Meeting Dates

Advanced Education Teleconference re: NAIT Trades February 18, 2020

Council discussed the Reeve's participation in the teleconference.

Joint Council Session with Town of Drayton Valley

113/20-02-04 Moved by M. Gressler to set the next joint council gathering with the Town of Drayton Valley for February 27, 2020 at 1:00 p.m.
CARRIED UNANIMOUSLY

Drayton Valley Schools Regional Planning Study Dates

114/20-02-04 Moved by K. Westerlund to receive for information the Drayton Valley Schools Tour, meeting and planning sessions.
CARRIED UNANIMOUSLY

Energy Futures Communities Accelerator March 5, 2020

115/20-02-04 Moved by K. Westerlund to authorize the Reeve and/or designate to attend the Energy Futures Communities Accelerator session March 5, 2020.
CARRIED UNANIMOUSLY

Fire and Ice Festival February 16, 2020


116/20-02-04 Moved by M. Gressler to receive for information the Fire and Ice Event.
CARRIED UNANIMOUSLY

ADJOURNMENT

117/20-02-04 Moved by H. Swan that the regular Council Meeting of February 4, 2020 adjourn at 3:19 p.m.
CARRIED UNANIMOUSLY

Reeve

Chief Administrative Officer

BRAZEAU COUNTY REQUEST FOR COUNCIL DECISION		
SUBJECT:	PD-21 Haying and Grazing Leases	
DATE TO COUNCIL:	February 18, 2020	
SUBMITTED BY:	D. McCann, Manager of Agricultural Services	
ENDORSED BY:		
REVIEWED BY CAO:	J. Whaley, CAO	
FILE NO:		

RECOMMENDED ACTIONS:

That Council approve the elimination of PD-21 Haying and Grazing Leases Policy and replace it with AG-31 Haying and Grazing Leases Policy.

1. TOPIC DEFINED

Executive Summary

In 2018 the administration of haying and grazing leases was transferred from the Planning and Development department to Agricultural Services. Administration reviewed the policy and noted a number of deficiencies. The updated policy transfers the responsibility to the Agricultural Services department and addresses requirements of the *Municipal Government Act's* requirement for a public hearing when leasing any land that is a municipal reserve. Other updates include:

- Clarifies that Council is the approving authority for the issuance on new leases.
- Moving the fees from within the policy to the Schedule of Fees bylaw.
- Allowing administration to renew lease agreements that are not on municipal reserves, lessee is in good standing with the previous agreement, and there is not another party interested in leasing the property.
- Simplified reporting and payment mechanism.

Relevant Policy:

Municipal Government Act, RSA 2000, CM-26

Strategic Relevance:

This policy assists Brazeau County in supporting the sustainability of our agricultural producers.

2. ANALYSIS OF RECOMMENDED ACTION

That Council approve the elimination of PD-21 Haying and Grazing Leases Policy and replace it with AG-31 Haying and Grazing Leases Policy.

Advantages	Disadvantages
<ul style="list-style-type: none">• Recommended policy aligns Brazeau County lease procedures with <i>Municipal Government Act</i> requirements.• Moves responsibility of policy to the Agricultural Services department, which has been the managing department of the lease agreements.• Streamlines payment process of haying leases.• Streamlines process of renewals on leases that are not located on municipal reserves.• Moves lease rates to the Schedule of Fees bylaw in order to keep rates up to date without reviewing numerous policies.• Aligns with GEN-3 County Owned land policy, which specifies that all requests to license, lease, or permit are presented to Council for approval.	<ul style="list-style-type: none">• None identified

3. IMPLICATIONS OF RECOMMENDATION**Operational:**

None – haying and grazing lease management is part of the department's current service delivery.

Financial:

None – current Ag. administration manages haying and grazing leases.

Attachments:

AG-31 Haying and Grazing Leases Policy - **PROPOSED**

Policy Name

Haying & Grazing Leases

Policy Number

~~PD—21~~ AG-31



Policy Statement

The local agricultural industry is an essential part of Brazeau County. Producers may require additional lands for their livestock **grazing** or ~~seek to utilize additional lands~~ for haying. Brazeau County leases certain County owned lands for these purposes. The need for a policy has been recognized in order to determine ~~lease rates and~~ a process for entering into a lease.

To this effect, Brazeau County will seek to:

- Educate agricultural producers on this policy when they approach the County regarding new or existing leases; **and**
- Provide a step by step procedure for the negotiation of new leases and renewal of existing leases; ~~and~~
- ~~Establish rates based on the Alberta provincial government standards that will be used during negotiations;~~

Policy

1) New Grazing or Haying Lease Negotiation

Purpose

To establish a fair and clear procedure for the lease of County owned lands for the purpose of issuing grazing or haying leases. ~~The Planning and Development Department (P&D) will be the main point of contact for all inquiries about new grazing or haying leases on County owned lands.~~

Procedure

Agricultural Services will be the main point of contact for all inquiries pertaining to new grazing or haying leases on County owned lands. Lands available for new leases may be advertised at the discretion of the Manager of Agriculture Services or their designate.

Approvals for leases on Municipal Reserve (MR) lands shall adhere to the regulations as specified in the *Municipal Government Act* (MGA). Accordingly, all requests for new leases and all requests for leases on MR lands, whether new or renewal, shall be at the discretion of Council.

a) New Lease Agreements for Grazing

~~When an inquiry is received, P&D will utilize the following procedure to negotiate and enter in to a new lease agreement for livestock:~~

- i. Requests for new grazing leases will be considered on a first come, first served basis. New lease requests shall be presented to Council for approval, with a recommendation by the Manager of Agricultural Services or their designate. ~~The Director of Planning & Development or their designate will be the first point of contact for agricultural producers seeking a new lease. All new leases will be awarded on a first come, first serve basis at the discretion of the Director of Planning & Development, unless there is an existing lease.~~
- ii. The producer will provide **Agricultural Services with** details on the **species**, number, sex, and age of the livestock, ~~to P&D.~~
- iii. After reviewing the information, a site inspection shall occur to assess the ~~plant communities and the~~ **overall** rangeland health of the site, as per current provincially approved grazing range management documents.
- ~~iv. The rates outlined in **Appendix A** will be used to establish the lease rate based on the information provided by the producer, the plant communities on the site, rangeland health, their location in the County and provincially established rates based on Animal Unit Months (AUMs) for the Brazeau County area.~~
- ~~v. The producer will be notified of the established rates after they have been calculated and presented with the lease based on those rates.~~
- vi. **Grazing lease fees shall be applied in accordance with the current Schedule of Fees Bylaw and are due upon signing the lease.** Once the lease has been signed, ~~P&D~~

Agricultural Services will be responsible for maintaining and tracking all details of the agreement including ~~annual rental fees~~, payments and anniversary date.

- ~~vii.~~ Annual payments will be due within 30 days of the anniversary date of the lease. If payment is not received, an invoice will be sent to the agricultural producer for payment due within 30 days of receipt of the invoice.
- ~~viii.~~ The producer ~~will~~ **shall** be required to adhere to all terms and conditions of the lease. If it is determined that the lease has not been adhered to, Brazeau County may, at its discretion, chose to terminate the lease according to the terms as set out in the lease agreement. ~~including rates and number of AUMs for the lease property.~~

b) New Lease Agreements for Haying

~~When an inquiry is received, P&D will utilize the following procedure to negotiate and enter in to a new lease agreement for haying:~~

- ~~i.~~ Requests for new haying leases will be considered on a first come, first served basis. New lease requests shall be presented to Council for approval, with a recommendation by the Manager of Agricultural Services or their designate. ~~The Director of Planning & Development or their designate will be the first point of contact for agricultural producers seeking a new lease. All new leases will be awarded on a first come, first serve basis at the discretion of the Director of Planning & Development, unless there is an existing lease.~~
- ii. The agricultural producer will provide to ~~P&D~~ **Agricultural Services** details on the number of acres they wish to hay and projected tonnage that will be harvested **over the course of the full term of the lease.**
- iii. After reviewing the information, a site inspection shall occur **to assess the overall health of the site.**
- ~~iv.~~ The rates for haying leases shall **be applied in accordance with the current Schedule of Fees bylaw in effect, and shall be** based on harvested tonnage. ~~as follows:~~
 - ~~a) Native Hay: \$7.50 a tonne~~
 - ~~b) Tame Hay: \$15.00 a tonne~~

- v. A lease will be presented to the producer, with the requirement **for the producer** to provide an estimated tonnage harvested **for the full term of the lease**. **The payment for the estimate shall be provided** upon signing of the lease. ~~This estimated amount will be required by May 1 for every year of the lease.~~ Once the lease has been signed, **P&D Agricultural Services** will be responsible for maintaining and tracking all details of the agreement including **annual rental fees**, payments and anniversary date.
- vi. **By November 1 of each year**, the producer will notify **P&D Agricultural Services** of the total amount of hay harvested **for that year**, measured in tonnes. **At the end of the full term of the lease, if** ~~if~~ the total amount harvested is greater than the **original** estimated amount provided **at the time of the lease signing**, ~~by May 1, then~~ any additional tonnage harvested will be charged at the rates **specified in the Schedule of Fees in effect on the date the lease was signed**. ~~established above.~~ **At the end of the full term of the lease, if** ~~if~~ the total amount harvested is less than the **original** estimated amount provided **at the time of the lease signing**, ~~then by May 1, then~~ a refund for the difference in the amounts will be provided to the producer.
- vii. Declaration of harvested tonnage ~~will~~ **shall** be required by November 1 **of each year**. If this declaration is not received, the producer will receive one notice. If there is still no contact from the producer by December 31, the lease will be **terminated** ~~cancelled~~.
- viii. If a tame hay lease becomes unproductive relative to harvested tonnage from previous years, the producer can submit a request to cultivate and reseed the leased area. This shall be put forward as a formal request to the **Manager of Agricultural Services** ~~Director of Planning & Development~~ and assessed through a site inspection and file review. If approved, all costs for the cultivation and seeding shall be borne by the producer.
- ix. **The producer shall be required to adhere to all terms and conditions of the lease**. If it is determined that the lease has not been adhered to, Brazeau County may, at its discretion, choose to terminate the lease according to the terms as set out in the lease agreement.

2) Renewal of Existing Grazing or Haying Lease

Purpose

All leases are subject to renewal every five (5) years from the anniversary date of the lease. Brazeau County shall utilize this opportunity to review all leases against this policy ~~and the rates established therein.~~

Procedure

Agricultural Services will be the main point of contact for all inquiries pertaining to requests to renew grazing or haying leases on County owned lands. Existing lease holders will be offered the option to renew leases, subject to satisfactory inspection of the lands, ~~and~~ adherence to the current lease terms, and interest from other parties.

Approval for renewals of existing leases shall be at the discretion of the Manager of Agricultural Services or their designate. However, should the request for a lease renewal be on MR lands, the regulations as specified in the MGA shall be followed. Accordingly, all requests for renewal of leases on MR lands shall be at the discretion of Council.

Six (6) months prior to the anniversary date of the lease, ~~P&D~~ Agricultural Services will utilize the following procedure:

- a) The agricultural producer who currently holds the lease will be contacted to confirm if they wish to renew the lease. If they choose not to, the opportunity to lease the property will be forfeited and opened up again to the public.
- b) If there is interest from other parties as well as the current lease holder, the decision will be sent to Council for approval.
- c) If the agricultural producer indicates they wish to renew the lease, the procedure outlined for new leases will be followed, ~~with the approval for the renewal of the lease at the discretion of the Manager of Agricultural Services or their designate, unless the land is designated as MR, in which case, Council is the deciding authority.~~

- d) ~~If during the site inspection process for renewal of a lease,~~ it is determined that the lease has not been adhered to, Brazeau County may, at its discretion, choose to **not renew** ~~terminate~~ the lease.

3) Inspection of Grazing or Haying Leases

Purpose

Leases shall be inspected prior to being entered into and may be further inspected during the lease term. This will **assist** ~~provide~~ the County with ~~information on establishing rates and~~ ensuring the lease terms and conditions are being adhered to. It is good practice for a municipality to inspect its lands to reduce liability and review the property for compliance.

Procedure

When undertaking a site inspection, the County shall utilize the following procedure:

- a) The producer will be contacted to inform them that a site inspection is being undertaken and to determine if there are any special considerations for County staff entering the site.
- b) County staff shall ensure all gates are left as found when both entering and exiting the site. If livestock are present, County staff shall ensure as little disturbance to the animals as possible.
- c) All safety and PPE requirements shall be followed as per Brazeau County safety procedures for site inspections as a minimum guideline.
- d) If during the site inspection process, it is determined that the lease has not been adhered to, Brazeau County may, at its discretion, choose to terminate the lease.

4) Policy Review and Rate Changes

Purpose

It is important that this policy stay updated to ensure a fair and transparent process for all parties. Rates are regularly adjusted and should reflect provincial guidelines that provide Brazeau County with fair compensation while meeting producers' needs.

Procedure

This policy will be fully reviewed ~~in 2020~~ on a regular basis to ensure the information remains current. ~~including the policies, procedures and established rates.~~ If any relevant information is obtained that would affect the established rates, the ~~Director of Planning & Development~~ Manager of Agricultural Services or ~~their~~ designate may propose updates to the established rates outlined in the Schedule of Fees bylaw to Council. ~~from time to time as required without taking the policy back to Council.~~

Remove Appendix A (grazing AUM rates by zone)



BRAZEAU COUNTY UPDATE REPORT TO COUNCIL

SUBJECT: Community Dinner Sponsorship

DATE TO COUNCIL: February 18, 2020

PREPARED BY: Lee Chambers, Director of Community Services *LC*

**UPDATE
INFORMATION:**

At the regular Council meeting of February 4, 2020, the following motion was passed:

Community Dinner Sponsorship

109/20-02-04 Moved by H. Swan to direct Administration to work with Mr. Mulligan and Drayton Valley to clarify the fee model for the funding of community dinners.

CARRIED UNANIMOUSLY

See attached letter of February 4th, 2020 sent to Rob Mulligan, Chairperson, Drayton Valley Foundation Board.



Brazeau County

COPY

7401 – Twp Rd 494, P.O. Box 77, Drayton Valley, Alberta T7A-1R1
PHONE: (780) 542-7777 - FAX: (780) 542-7770
www.brazeau.ab.ca

February 4, 2020

Mr. Rob Mulligan
Chair
Drayton Valley Community Foundation Board
PO Box 6836
Drayton Valley AB T7A 1S2

Dear Mr. Mulligan:

RE: MONTHLY COMMUNITY DINNERS

We would like to thank the Community Foundation for taking on the administration of the monthly community dinners, formerly hosted by FCSS. Our understanding is that the Foundation is looking to reduce costs of the dinners by receiving a waiver of the MacKenzie Conference Centre fees.

Brazeau County currently has a cost sharing agreement with the Town of Drayton Valley for recreation facilities, including the MacKenzie Conference Centre. This agreement allows for the County to cost share 50% of the operational deficit. As per the agreement, each municipality is responsible for setting its own rates and fees for their respective facilities. It is our understanding that the Town has approved a contribution or waiver in the amount of \$1,680.00 for the first six months of 2020, with a commitment to revisit the matter afterwards. Given the Town's decision and the existing recreation cost-sharing agreement, the County is not in a position to consider a waiver of the MacKenzie Conference Centre fees for the this event as the venue owned and operated by the Town.

If you would like to discuss the matter further, please feel free to contact me at 780.542.7777 or lchambers@brazeau.ab.ca.

Yours truly,

Lee Chambers
Director of Community Services

/rb

Cc: Jocelyn Whaley, CAO, Brazeau County

BRAZEAU COUNTY
BANK RECONCILIATION
General Account - TD Bank

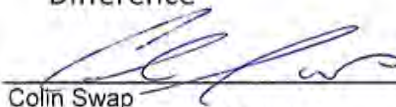
As of January 31, 2020

	31-Jan-20	31-Jan-19
General Ledger Balance		
General Ledger Account # 03-12-00-120	\$ 4,496,287.55	\$ 6,622,732.06
ADD: Pending General Ledger Posting for Adjustment (Adjustment will be posted to General Ledger on posting of bank reconciliation)	\$ (69,167.33)	\$ 49,726.82
LESS/Add: General Ledger Posting in subsequent period and timing adjustment	\$ 2,390.46	\$ 453,788.26
LESS: Adjustment entry		
Adjusted General Ledger Balance	\$ 4,429,510.68	\$ 7,126,247.14


Bank Statement Balance	\$ 5,911,337.42	\$ 7,539,360.60
ADD: Outstanding Deposits (Transit amounts which will be credited in bank statement next month)	\$ 2,965.80	\$ -
LESS: Outstanding Cheques (Cheques issued but not presented to bank for payments)	\$ (1,484,792.54)	\$ (413,113.46)
LESS: Adjustment entry		
Adjusted Bank Statement Balance	4,429,510.68	7,126,247.14

Difference

Approved by:


 Colin Swap
 General Manager of Finance

Date: 2/4/2020 2:10:00 PM

BRAZEAU COUNTY REQUEST FOR COUNCIL DECISION		
SUBJECT:	Bylaw 1044-19 Brazeau County and the Village of Breton Intermunicipal Development Plan (IDP)	
DATE TO COUNCIL:	February 18, 2020	
SUBMITTED BY:	Kathleen Sterling, Senior Long Range Planner	
ENDORSED BY:	J. Whaley, CAO	
REVIEWED BY CAO:	J. Whaley, CAO	
FILE NO:	19A-017	

RECOMMENDED ACTIONS:

That Council give Second and Third Reading to Bylaw 1044-19, being the Brazeau County and the Village of Breton Intermunicipal Development Plan.

1. TOPIC DEFINED

Executive Summary

With the modernization of the *Municipal Government Act* (MGA) a requirement was added for all neighbouring municipalities to enter into an Intermunicipal Development Plan (IDP) and an Intermunicipal Collaboration Frameworks (ICF). The purpose of having both an IDP and an ICF is to ensure that both the land use planning are compatible and the municipal services are provided efficiently. As of January 1, 2020 the requirement for all neighbouring municipalities to enter into an IDP have been altered in the MGA. The Brazeau County and Village of Breton IDP project began in September 2019 when Brazeau County discussed the IDP and ICF documents with the Village of Breton Administration and provided draft copies in October 2019. Since October both Administrations have discussed the requirements of the IDP and worked collaboratively to complete the proposed IDP document. Due to the work completed to date and the public engagement, it was determined the IDP should move forward as planned despite the new regulations.

Highlights from the Proposed IDP

The policies in the IDP apply to the IDP Plan Area. The Plan Area extends 100 metres into Brazeau County from the intermunicipal border and 100 metres into the Village of Breton from the border. The Plan Area includes the entire parcel located wholly or partially within the Plan Area buffer and covers approximately 128 hectares (317 acres) of land in both municipalities.

The IDP outlines the application referral process for both municipalities as they relate to new or amended Municipal Development Plans, Land Use Bylaws and Area Structure Plans. The referrals

for subdivision and discretionary development permits in the Plan Area are also provided in this section of the IDP.

Section 6 outlines environmental matters, both the County and the Village are committed to promoting environmental stewardship and the health of the regional ecosystem, watershed, wetlands, and provincially identified environmentally significant areas. IDP policies in Section 7 acknowledge the need to work together to ensure roadways are provided in a manner that delivers an efficient method of travel for residents, visitors and businesses of both municipalities.

Policies in Section 9 specify the administration and implementation of the plan, including adoption, review and amendment processes. Section 10 specifies policies on how potential disputes on land use issues within the Plan Area will be addressed. This section includes the six stages in the dispute/conflict resolution process, which are also outlined in Appendix B.

Public Consultation

A joint public open house was held on January 20, 2020 at the Breton Golden Age Friendship Centre to allow residents from both the County and the Village the opportunity to provide comments on the draft IDP. The open house had approximately four (4) landowners attend and all those in attendance included their name on the sign-in sheet. Staff answered questions and provided additional information on the purpose of an IDP and the different sections within the IDP. Staff also provided attendees with a copy of the Information Brochure which provides a summary of the land use policies, environmental policies, transportation, and economic and social development sections. A copy of this Information Brochure can be found in Appendix C. Additional details about the Open House and consultation discussions prior to the Open House are included in the Consultation Report in Appendix C.

The proposed IDP was circulated to internal departments, referral agencies and adjacent landowners for review. There were no concerns received from any of internal department. Alberta Transportation provided comments regarding municipalities' requirement to take responsibility for addressing impacts on provincial highway systems and the requirement for facilitating timely and smooth highway intersection improvements that may be required to safely accommodate the future development traffic along both Highway 20 and Highway 616. Alberta Transportation noted that they supported the IDP policies pertaining to the existing transportation and infrastructure in the Plan Area and have no issues with the IDP.

Brazeau County received one phone call from a landowner with questions and concerns. The landowner (SE 11-48-4 W5M) was concerned that the County was taking agricultural and about what the IDP would do to their farm operations. Staff discussed what an IDP was and about the impacts on the landowner, confirming that neither the County nor the Village was taking land from landowners. Staff explained that the IDP is an overarching document to promote collaboration and communication between the two municipalities. The referral process was explained to the landowner including clarify the reason the municipalities believe it is important to understand when development is proposed on either side of an intermunicipal border. Staff highlighted the importance of communicating with the adjacent municipality to ensure that compatible land uses continue to occur on either side of the border. Staff also highlighted that the rules and regulations of Brazeau County still apply to the landowner if they choose to develop or subdivide their parcel. The landowner did not have any concerns to note after the discussion and appreciated the clarification.

Relevant Policy:

MGA Section 631(1) Two or more councils of municipalities that have common boundaries that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with the Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

Changes to MGA Section 631 has effect on January 1, 2020.

Strategic Relevance:

Approval of the IDP will ensure a more integrated and strategic approach to intermunicipal land use planning and service delivery for Brazeau County and its residents.

2. ANALYSIS OF RECOMMENDED ACTION

That Council give Second and Third Reading to Bylaw 1044-19, being the Brazeau County and the Village of Breton Intermunicipal Development Plan.

Advantages	Disadvantages
<ul style="list-style-type: none">Continue to move the IDP process forward and allow for Council to provide input prior to the public engagement.Compliance with the MGA.	<ul style="list-style-type: none">None identified at this time.

3. IMPLICATIONS OF RECOMMENDATION**Operational:**

N/A

Financial:

N/A

Attachments:

Appendix A: Bylaw 1044-19 including Schedule "A" Brazeau County and the Village of Breton Intermunicipal Development Plan

Appendix B: Consultation Report

Appendix C: Referral Comments

APPENDIX A

BRAZEAU COUNTY

BYLAW NO: 1044-19

BEING A BYLAW OF BRAZEAU COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT THE BRAZEAU COUNTY AND THE VILLAGE OF BRETON INTERMUNICIPAL DEVELOPMENT PLAN.

WHEREAS, the *Municipal Government Act*, RSA 2000, Chapter M-26 authorizes Council of Brazeau County to work collaboratively with neighbouring municipalities to ensure the efficient future land use planning adjacent to municipal boundaries; and

WHEREAS, Brazeau County and the Village of Breton have worked collaboratively on the preparation of an Intermunicipal Development Plan between both municipalities; and

WHEREAS, Council of Brazeau County deems it expedient and proper, under the authority of and in accordance with the *Municipal Government Act*, RSA 2000, Chapter M-26 and amendments thereto, to adopt the Brazeau County and the Village of Breton Intermunicipal Development Plan; and

WHEREAS, the public participation requirements of Section 692 of the *Municipal Government Act*, RSA 2000, Chapter M-26, have been complied with;

NOW THEREFORE, the Council of Brazeau County, duly assembled, enacts as follows:

1. That this Bylaw and the attached Schedule “A” shall be known as the “Brazeau County and the Village of Breton Intermunicipal Development Plan”; and

2. That this Bylaw shall take effect upon the final passing thereof.

READ a first time this _____ day of _____, 2019,

READ a second time this _____ day of _____, 2020,

READ a third time and finally passed this _____ day of _____, 2020.

Reeve

Chief Administrative Officer

SCHEDULE "A"

Brazeau County and the Village of Breton

Intermunicipal Development Plan

Brazeau County Bylaw: 1044-19

Village of Breton Bylaw:



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LIST OF ACRONYMS:

ASP – Area Structure Plan	LUB – Land Use Bylaw
CAO – Chief Administrative Officer	MGA – <i>Municipal Government Act</i>
ESA – Environmentally Sensitive Areas	MGB – Municipal Government Board
IDP – Intermunicipal Development Plan	MDP – Municipal Development Plan
IDPC – Intermunicipal Development Plan Committee	

1.0 INTRODUCTION AND BACKGROUND

An Intermunicipal Development Plan (IDP) is a statutory document prepared with two (or more) municipalities that share a common border. An IDP ensures future development and land use policy is coordinated between municipalities.

Brazeau County (“the County”) and the Village of Breton (“the Village”), under the direction of section 631 of the *Municipal Government Act* have agreed to jointly engage in an IDP. This plan has been developed to reduce the possibility of any potential conflicts between the County and Breton and to ensure the relationship remains strong, transparent and collaborative in the future.

2.0 PURPOSE OF THE PLAN

The purpose of the IDP is to have a cooperative approach for the process of land use and development, managing growth, environmental matters, infrastructure and dispute resolution along the borders of Brazeau County and the Village of Breton.

The plan will contain:

a. Policies for:

- Land use
- Environment
- Transportation and Infrastructure
- Economic and Social Development

b. Policies for administration and implementation which includes:

- Review Process
- Referral Requirements
- Amendment Process
- Dispute Resolution
- Plan Amendment or Repealing Process

3.0 GOALS

Brazeau County and the Village of Breton recognize and respect the autonomy and mandate of each municipality and acknowledge the need to establish common plans and policies that seek:

- To establish in good faith a method for collaboration between the County and the Village on land use matters;
- To collaboratively plan and confirm future land uses, infrastructure, transportation and development within the Plan Area;

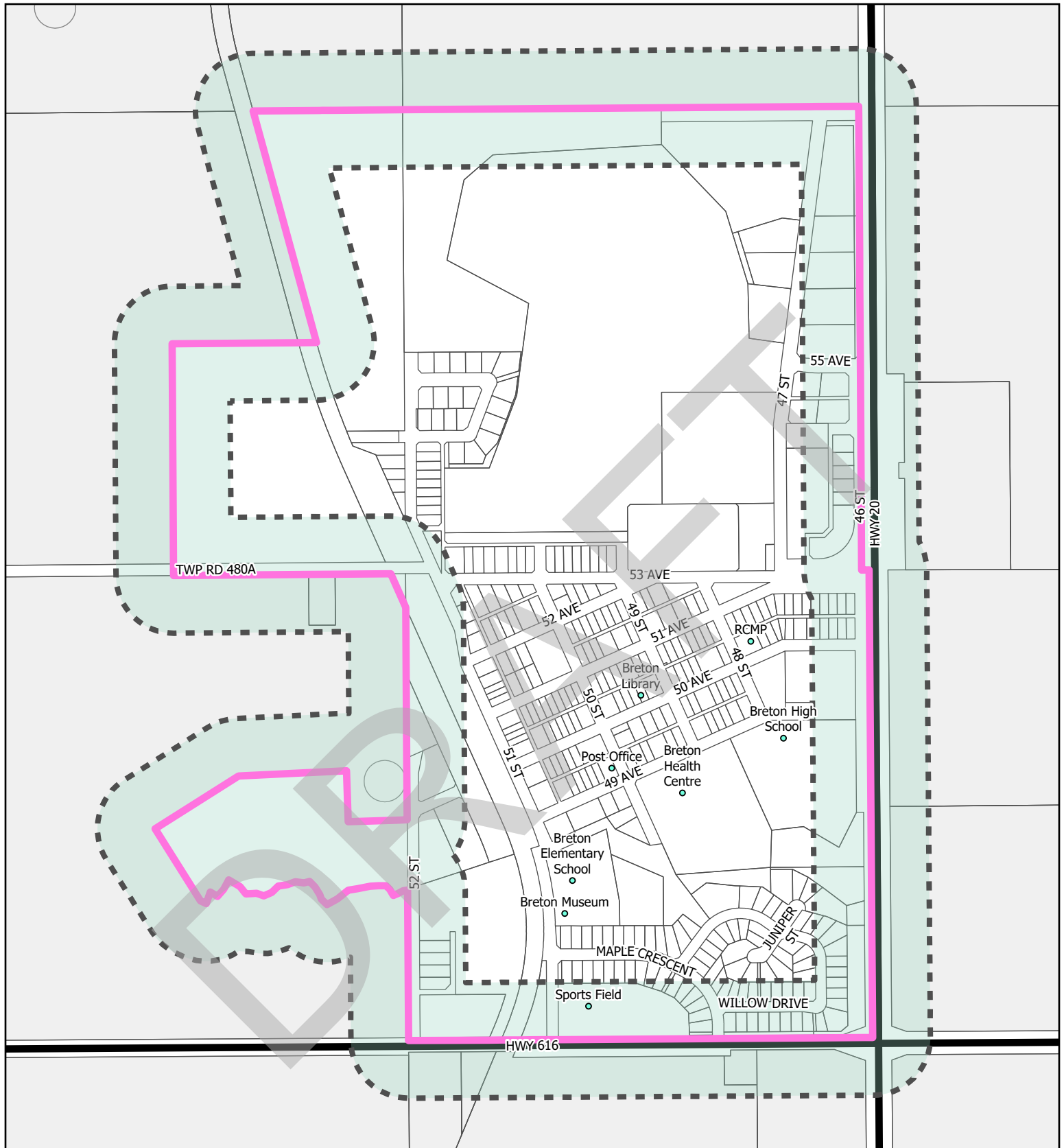
- c. To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole.
- d. To reduce the potential for future conflict(s) through communication and encourage understanding;
- e. To identify and conserve environmental features, recreation and open space;
- f. To provide a process and procedure for dispute resolution, amendments and administration of the plan;
- g. To enhance opportunities for increased quality of life through a diversified local economy and quality community services;

4.0 PLAN AREA

The Plan Area is shown on Figure 1 and includes the entire parcel located, wholly or partially, within the Plan Area buffer. The Plan Area extends 100 metres into Brazeau County from the boundary line and 100 metres into the Village of Breton from the boundary line. The joint Plan Area covers approximately 128.21 hectares (316.90 acres) of land.

The existing characteristics of the Plan Area include:

- Agricultural land, both large and small scale agricultural districts are located in the Plan Area within Brazeau County.
- There is a recreational area located within the Plan Area to the northeast of the Village of Breton. This quarter section includes a golf course, campground and hotel/motel accommodations.
- Along the border of the Village of Breton, the land uses include Urban Reserve, Parks and Recreation and semi-public institutional districts. Along the east and west border of the Village there is Mixed Commercial and Industrial. The residential parcels are primarily located south of 53 Avenue.



Brazeau County Village of Breton Intermunicipal Development Plan (Figure 1: Referral Area)

- Breton Boundary
- Referral/Plan Area
128.21 ha (316.90 ac)
- Outside Plan Area

0 70 140 280
Meters

PRODUCED BY BRAZEAU COUNTY
November 2019

This map is intended for advisory purposes only.
It is based on data deemed reliable but Brazeau
County is not responsible for errors or omissions.

Projection:
NAD 83 UTM 18Q UTM 580

5.0 LAND USE POLICIES

Brazeau County and the Village of Breton will engage and communicate in good faith on land matters within the Plan Area. Any disputes will be addressed through Section 10 of this plan. Each municipality will maintain their autonomy within their current boundaries and within the Plan Area.

5.1 Planning Referrals and Consistency of Planning

The referral area will extend 100 metres from the Brazeau County and Village of Breton boundary lines.

Both municipalities shall send the following application(s) within the Plan Area to the adjacent municipalities for review.

- a. A proposed Municipal Development Plans (MDPs) or amendments thereto;
- b. A proposed Area Structure Plans (ASPs) or amendments thereto;
- c. A proposed Land Use Bylaws (LUB) or amendments thereto;
- d. Any subdivision application within the Plan Area or adjacent lands; and
- e. Any discretionary development permit applications,

Comments shall be provided to the referring municipality as outlined below. If no comments are received within the accepted timelines, the referring municipality will consider there are no objections, comments or concerns.



5.2 Agricultural

Agricultural practices are an integral part of Brazeau County's economic and community life. Agricultural uses within the Plan Area may result in additional light, noise, dust and/or traffic in accordance with the *Agricultural Operation Practices Act*. Brazeau County will consider both economic development, and quality of agricultural land when applications are received.

5.3 Residential

New residential development within agricultural areas should minimize impacts on agricultural lands and sensitive environmental features, maintain the rural character of Brazeau County whenever possible. In the development of residential areas, mitigation should be implemented to reduce conflicts between residential and non-residential uses.

Residential development should demonstrate compliance to the applicable policies and regulations in the municipalities Municipal Development Plan and Land Use Bylaw.

5.4 Confined Feeding Operations

The creation of new, or expansion of existing Confined Feeding Operations (CFO) will have a recommended setback of 4.8 kilometres (3 miles) from the Village of Breton. This will result in no new or expanding CFOs in the Plan Area.

5.5 Commercial and Industrial Development

Both municipalities recognize that continued growth and development of commercial and industrial lands is vital for the economic success of the region. Any new or expanding proposal within the Plan Area that would require a change in the parcel's land use zone, shall be referred to the adjacent municipality for review and comment. The County and the Village will collaborate to mitigate impacts between Commercial and Industrial uses and non-Commercial and Industrial uses.

6.0 ENVIRONMENTAL POLICIES

Brazeau County and the Village of Breton will promote environmental stewardship and the health of the regional ecosystem, watersheds, wetlands and environmentally significant areas within the Plan Area. Open Space and provincially identified Environmentally Significant Areas have been identified on Figure 3.

6.1 Environmental Reserve

Brazeau County and the Village of Breton shall follow Provincial Regulations as they pertain to the dedication, classification and use of Environmental Reserve, Municipal Reserve and Conservation Easements and any other applicable municipal policy in an effort to maintain ecosystem health.

6.2 Watershed Management

Both municipalities recognize the importance of wetlands, riparian areas, watercourses and waterbodies, and will collaborate when reviewing proposals which may impact watershed(s) in the Plan Area.

6.3 Setbacks from Natural Areas

Through respective Municipal Development Plan, Land Use Bylaw, and other policies, both municipalities shall enforce appropriate setbacks from waterbodies, watercourses, other sensitive natural areas and hazardous landscapes. The governing municipality may require the applicant to supply recommendations, prepared by a qualified professional, regarding development setbacks and/or other required mitigation measures. Recommendations shall be considered in future planning or subdivision development applications

7.0 TRANSPORTATION AND INFRASTRUCTURE

Transportation systems within the Plan Area are a critical component of ensuring economic development, and a high quality of life. Roadways must be provided in a manner that delivers an efficient method of travel for residents, visitors and businesses of both municipalities, and is cost-efficient for both municipalities.

7.1 Referral

Any proposed changes or expansion to the transportation network within the Plan Area shall be referred to the adjacent municipality and Alberta Transportation (if required) for review and comment prior to any changes. Comments shall be provided to the referring municipality within 21 calendar days.

7.2 Alberta Transportation

Where applicable, the County and the Village will work together with Alberta Transportation to maintain a safe and effective transportation network within the Plan Area.

7.3 Cost Sharing

The municipalities may enter into a cost sharing agreement on agreed infrastructure that benefits both the County and the Village.

7.4 Development and Maintenance of Networks

Each municipality is responsible for the construction and maintenance of their transportation infrastructure.

7.5 Servicing and Utilities

Brazeau County and the Village of Breton shall ensure that any new or expanding development(s) provide servicing to the satisfaction of the governing municipality.

8.0 ECONOMIC AND SOCIAL DEVELOPMENT

Brazeau County and the Village of Breton mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. Where appropriate within

the Plan Area, both municipalities will endeavour to collaborate in good faith to encourage opportunities for tourism and low intensity recreation use.

The provision of quality community services and programming is recognized by both municipalities to enhance residents' quality-of-life. Both Municipalities may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

9.0 IMPLEMENTATION AND ADMINISTRATION

The *Municipal Government Act* requires that an Intermunicipal Development Plan contain provisions related to the administration of the plan and a procedure to be used, by one or more of municipalities, to amend or repeal and replace the IDP.

9.1 Adoption

The Intermunicipal Development Plan shall be adopted by Bylaws of both Brazeau County and the Village of Breton in accordance with the *Municipal Government Act*. Any amendments to the Municipal Development Plans and Land Use Bylaws of both municipalities required to implement the policies of the Intermunicipal Development Plan should occur as soon as practicable following the adoption of this IDP.

Both Brazeau County and the Village of Breton shall administer the provisions of the Intermunicipal Development Plan.

9.2. Plan Review and Amendments

The plan shall be reviewed every five (5) years following the adoption by both municipalities.

An amendment to this Plan may be proposed by either the County or the Village in writing. A request to amend the Plan proposed by a landowner shall be made to the municipality in which the subject land is location. An amendment to this Plan has no effect unless adopted by both municipalities by bylaw in accordance with the MGA.

If there is objection to or amendments to the plan by either municipality an Intermunicipal Development Plan Committee (IDPC) shall be established to review and discuss any changes to the Bylaw.

10.0 DISPUTE RESOLUTION

The implementation of an intermunicipal dispute resolution mechanism is a requirement of all Intermunicipal Development Plans pursuant to the *Municipal Government Act*. In order to satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute resolution process consisting of the six stages is provided (also refer to summary graphic in Appendix B).

- 1) In the event that a dispute is identified, it is required that written notice be given to the adjacent municipality.
- 2) Administration from each municipality along with the two (2) Chief Administrative Officers (CAOs), shall meet and attempt to resolve the dispute.
- 3) In cases where Administration and the two CAOs cannot resolve the dispute an IDPC shall be established to review the dispute and negotiate a resolution.
- 4) In the event that a resolution is not achieved within thirty (30) days following the first meeting of the IDPC, the dispute will then be referred to mediation.
- 5) The services of an independent mediator will be retained and they will be required to present a written report with recommendations to both Councils. The cost of the mediation shall be shared equally between Brazeau County and the Village of Breton.
- 6) The identified dispute must be resolved within 6 months after written notice is given. If the dispute has not been resolved within six (6) months after the notice is given; the municipality may proceed to adopt the Bylaw and the other municipality may, in accordance with the MGA, appeal to the Municipal Government Board (MGB).



11.0 CORRESPONDENCE

Written notice by mail under this Plan shall be addressed as follows:

BRAZEAU COUNTY	VILLAGE OF BRETON
Brazeau County c/o Chief Administrative Officer Box 77, 7401 Twp. Rd 494 Drayton Valley, Alberta T7A 1R1	Village of Breton c/o Chief Administrative Officer Box 480 Breton, Alberta T0C 0P0

In addition to the above, notice may be sent by electronic mail to the Chief Administrative Officers.

Appendix A – Definitions

Area Structure Plan (ASP) means a statutory plan that provides the framework for subdivision and development for an area of undeveloped land within the municipality. This document is prepared in accordance with the *Municipal Government Act* and adopted by Council.

Bylaw means a law made by a municipality in accordance with the powers delegated to it under the *Municipal Government Act*.

Conservation Easement means an interest, in a particular portion of land, is held by the municipality for the purpose of protecting and/or conserving the natural environment.

Development Permit means a document that is issued under a land use bylaw and authorizes a development.

Discretionary Use means a structure or use of land that may be allowed in a given district at the discretion of the Development Authority.

Environmentally Significant Areas means an area of land that generally has an important role in the long-term maintenance of: (1) biological diversity, (2) physical landscape features, (3) ecological services and function, and/or (4) other natural processes. A quarter section must have an overall ESA value of greater than 0.189 to be designated as an Environmentally Significant Area in the province of Alberta.

Environmental Reserve means land dedicated to a municipality where it is determined to be undevelopable due to environmental conditions, in accordance with section 664 of the *Municipal Government Act*.

Land Use means the manner in which the land may be used or occupied. Typically the information is provided in the municipality's Land Use Bylaw.

Land Use Bylaw (LUB) means a statutory document that divides a municipality into districts. The LUB establishes procedures for processing and deciding development, including subdivisions, within the municipality. The document has rules which affect how each parcel of land in the municipality may be used and developed.

Mediation means a process involving a neutral person as a mediator who may be engaged in order to assist municipalities in resolving a dispute. The purpose of a mediation would be to reach mutually acceptable recommendations by facilitating communication and identifying issues and interests of both municipalities.

Municipal Development Plan (MDP) means a statutory plan adopted by Council that outlines the current and future goals, objectives and policies to help guide a municipality's physical,

social and economic development. The plan is used to provide direction and assist in managing growth and development.

Municipal Government Board (MGB) is an independent and impartial quasi-judicial board established under the *Municipal Government Act* to make decisions about land planning and assessment matters.

Municipal Reserve means land that is owned by a municipality to provide for parks, recreation or school authority purposes.

Open Space means land owned by a municipality as municipal reserve or environmental reserve.

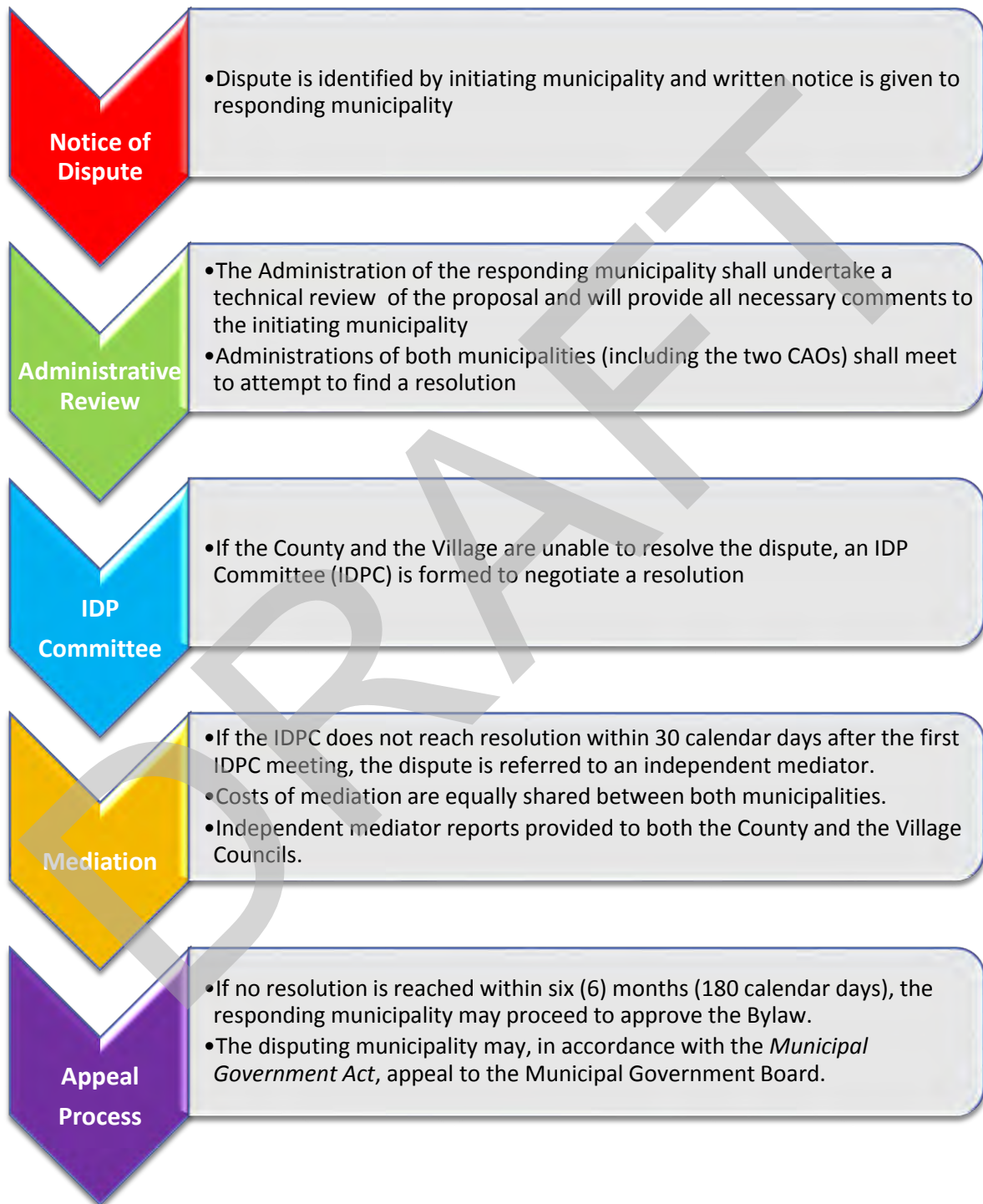
Riparian means the transitional area between upland and aquatic ecosystems bordering a watercourse.

Setback means the distance between a property line or feature and part of a site or development. Setbacks are governed through the Land Use Bylaw.

Statutory Plan means a plan adopted by Council as a municipal bylaw under the authority of the *Municipal Government Act*. Statutory Plans include; an intermunicipal development plan, a municipal development plan, an area structure plan and an area redevelopment plan.

Subdivision means the division or consolidation of land that creates a new titled parcel of land from an existing parcel of land.

Appendix B – Dispute Resolution Process



Brazeau County and the Village of Breton
Intermunicipal Development Plan

What We Heard Report

Consultation Feedback

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INTRODUCTION

This consultation summary report has been prepared by Brazeau County in support of the Intermunicipal Development Plan (IDP) being presented to Council.

The report describes the public engagement process, outlines the stakeholders involved, and summarizes the stakeholder feedback received to date.

PUBLIC ENGAGEMENT OBJECTIVES

1. Inform Brazeau County and the Village of Breton residents about the proposed Intermunicipal Development Plan.
2. Share with Brazeau County and the Village of Breton residents the IDP goals.
3. Provide and encourage an opportunity for feedback from residents on IDP policies
4. Allow for engagement and discussion about proposed IDP policies – receive and share feedback.

IDENTIFIED STAKEHOLDERS

External Stakeholder Engagement

Intermunicipal Development Plan Open House – January 20, 2020

- Brazeau County
 - Council Members
 - Landowners within 100 metres of the intermunicipal border (IDP area)
 - Other interested County landowners/residents
- Village of Breton
 - Council Members
 - Landowners within 100 metres of the intermunicipal border (IDP area)
 - Other interested County landowners/residents

Internal Stakeholder Engagement

The plan is to provide an opportunity for internal departments to provide comments on the draft IDP that will be presented to each municipal Council for review and comment prior to the Public Hearing date.

- Brazeau County
 - Agricultural Services
 - Community Services
 - Economic Development
 - Planning and Development
 - Public Works

METHODS OF ENGAGEMENT

Brazeau County and the Village of Breton focused on traditional engagement methods to engage the public and stakeholders. These methods included letters mailed directly to affected landowners, advertisements in local newspapers and an Open House event.

Open House Invitation – Mailed

Brazeau County mailed a letter to invite landowners to the public Open House event for the IDP. The letter defined what an Intermunicipal Development Plan is and provided a map of the Plan Area. The letter can be found in Appendix A.

Open House Advertisements

The Open House advertisements were included in local newspapers and included on each County's website. The content of the newspaper advertisements are provided in Appendix B.

Brazeau County

- Drayton Valley Free Press (January 9 and January 16)
- Breton Booster Newspaper (January 8 and January 15)
- County website – Events page
- County website – IDP information page

Public Open House

The public Open House was held on January 20, 2020 from 5:00 p.m. to 7:00 p.m. at the Breton Golden Age Friendship Centre. The Breton Golden Age Friendship Centre was selected due to its location and ability to accommodate the space required to host an open house event. The location was agreed upon by both Brazeau County and the Village of Breton as a suitable location.

The public Open House included an information brochure handout (Appendix C) and seven display boards (Appendix D), two of which summarized the policies in six sections (Section 5 to Section 10) of the draft IDP document. The policy summary display boards had space for landowners to add sticky notes to provide feedback on specific sections.

LANDOWNER EVENT FEEDBACK

At the Open House event there were feedback forms provided to attendees to fill out either at the event or after the event concluded. There was no feedback forms submitted at the end of the open house and only one landowner took a copy with them to fill out.

The feedback received at the event was the appreciation landowners had for the staff members that were available to answer questions.

LANDOWNER IDP DOCUMENT FEEDBACK

General Concerns:

The most frequently asked question received at the Open House was about how the IDP would impact or affect individual landowners' and their ability to develop their land. This included specific questions related to Land Use Bylaws.

There was a concern raised about the word "development" in the title of the IDP and whether land was being taken from landowners for an intermunicipal development.

Another general question was about the reason an IDP is being created and the point of an IDP.

One landowner pointed out a few typos that were found within the document.

General Response:

There was not one standard response to the question regarding impacts to individual landowners. However, the key points communicated to landowners included the fact that Land Use Bylaws are adopted by a municipal Council to govern development and land uses within that municipality. Each municipality has the right to create land districts, or zones, and list uses that are permitted or discretionary within those districts. It was communicated that rezoning and subdivision rules and regulations, along with the decision maker for those applications, are within the jurisdiction of the municipality in which the land is located. Staff noted that rezoning and subdivision applications would be referred to the adjacent municipality for review and comment, but the decision is made by the municipality in which the land is located. It was communicated that if a development or use was considered "discretionary" under the municipalities Land Use Bylaw, then that application would be referred to the adjacent municipality for review and comment. The comments provided by the adjacent municipality would be considered when the Development Authority made a decision regarding that application.

Staff responded to the question regarding the word "development" in the title of the IDP by explaining that was the legislated name of the document. Staff was able to remove the concerns explaining that neither municipality was taking land from landowners and the document was about intermunicipal communication on land use planning along the border. This conversation included highlighting the points mentioned above about rezoning, subdivision and developments being referred to an adjacent municipality for review and comment, but the decision being made by the host municipality. Based on the information provided the landowner had no concerns with the document.

Staff communicated to landowners that an IDP was required under the *Municipal Government Act* for all neighbouring municipalities to enter into an IDP document and to include those areas of land lying within a defined boundary from the shared border.

Staff noted down the typos within the IDP document and made the administrative corrections on January 22, 2020.

Section 5: Land Use Policies

A few landowners raised questions regarding the ability to subdivide their property, in particular how the IDP would impact the ability to subdivide.

Response:

Landowners were informed that the subdivision process, as outlined by each municipality, was not anticipated to be changed. The subdivision process and allowances are within the jurisdiction of each individual municipality. The difference in the Plan Area would be that any subdivision proposed within the IDP area would be referred to the adjacent municipality for comment. The comments from the adjacent municipality would be taken into consideration by the Subdivision Authority reviewing the application during the decision making process.

Section 10: Dispute Resolution

One landowner wanted to know what would happen if the two municipalities did not agree on a land use planning decision, or if there was a dispute between the municipalities.

Response:

Staff communicated to the landowner that there was a section within the Intermunicipal Development Plan that outlined a dispute resolution process. The IDP outlines a six stage dispute resolution process to ensure that the principles of fairness and due process are respected. The six stages were highlighted and include:

- Notice of dispute
- Administration and Chief Administrative Officers from both municipality attempting to resolve the dispute.
- The Intermunicipal Development Plan Committee made up of Councillors from both municipalities reviewing the dispute and attempting to resolve it.
- Mediation
- If unable to resolve the dispute, the municipality could proceed to adopt the Bylaw and the other municipality would be able to appeal it to the Municipal Government Board.

ENGAGEMENT SUMMARY

Communication Prior to the Open House

The purpose of the Open House invite letter was to notify landowners that an Intermunicipal Development Plan had been drafted between Brazeau County and the Village of Breton. The letter provided the open house event details and contact information for Brazeau County Planning and Development staff. Brazeau County received two (2) phone calls from landowners.

Open House Summary

The purpose of the open house was to share information about the draft IDP between Brazeau County and the Village of Breton and gather input and feedback on the IDP goals and the six (6) main sections outlining specific policies for the IDP area.

The Open House had approximately four (4) landowners attend all of who signed into the sign in sheet. Of those landowners who signed in,

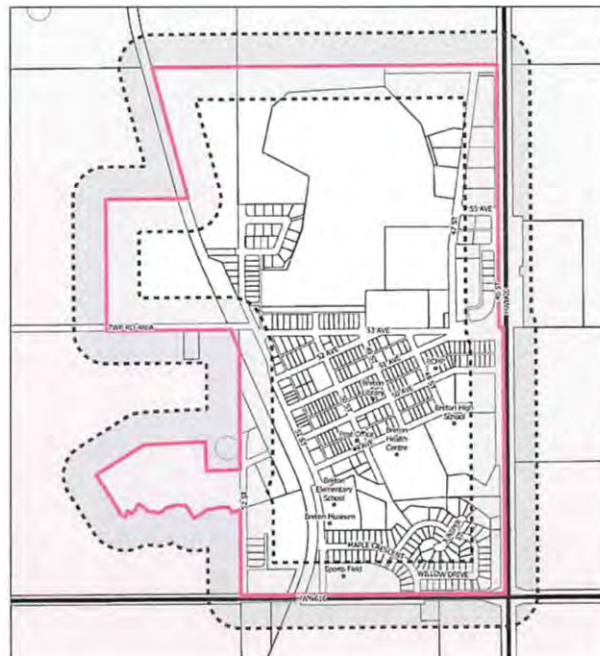
- One (1) was from Brazeau County, and
- Three (3) were from the Village of Breton,

Staff answered questions and provided information on the purpose of an IDP to Open House participants. The main questions and concerns are highlighted in the sections above. The next step is to hold a public hearing for the Intermunicipal Development Plan within each respective municipality. Brazeau County has scheduled a public hearing for February 18, 2020 at the Brazeau County Council Chambers.

7401 Township Road 494, P.O. Box 77, Drayton Valley, Alberta T7A 1R1
PHONE: (780) 542-7777 - FAX: (780) 542-7770
www.brazeau.ab.ca

Dear Landowner within the Intermunicipal Area:

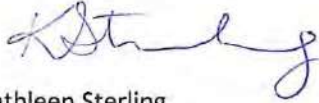
An Intermunicipal Development Plan (IDP) is a statutory document prepared with two (or more) municipalities that share a common border. An IDP ensures future development and land use policy are coordinated between municipalities. If you would like to access the IDP prior to the open house event, the information is on the Brazeau County website at <https://www.brazeau.ab.ca/icf> under the “Village of Breton IDP and ICF” banner.



Location: Breton Golden Age Friendship Centre, 5020 – 50 Avenue, Breton, Alberta

Should you have any further questions or would like more information about the IDP, please contact Kathleen Sterling, Senior Long Range Planner by phone 780-542-2667 or email ksterling@brazeau.ab.ca

Yours truly,

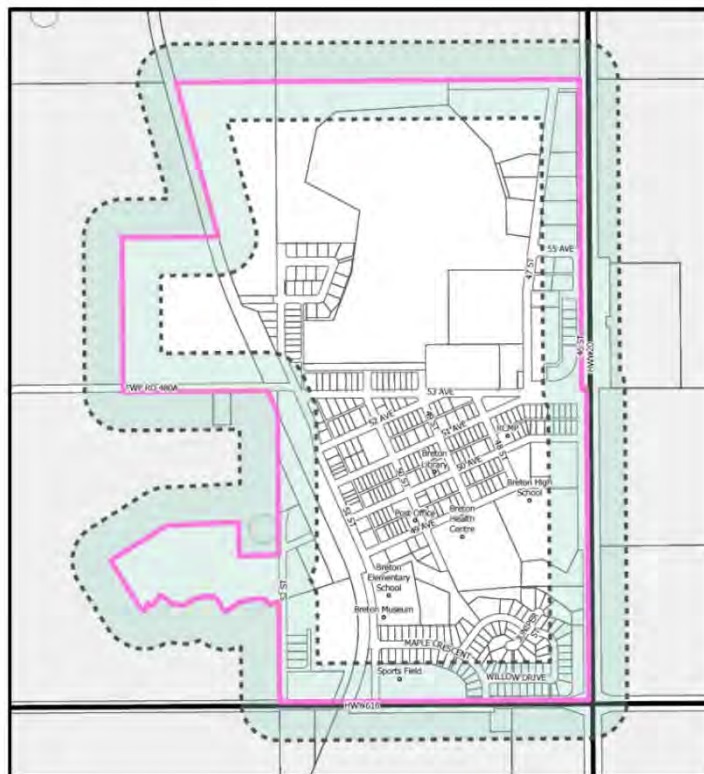
A handwritten signature in blue ink, appearing to read 'K. Sterling', with a stylized flourish at the end.

Kathleen Sterling
Senior Long Range Planner

cc: Jocelyn Whaley – Brazeau County Chief Administrative Officer
Sara Wheale – Division 6 Councillor Brazeau County

Public Open House for the Brazeau County and the Village of Breton
Intermunicipal Development Plan – January 20 2020

An Intermunicipal Development Plan (IDP) is a statutory document prepared with two (or more) municipalities that share a common border. An IDP ensures future development and land use policy are coordinated between municipalities. Brazeau County and the Village of Breton have agreed to jointly engage in an IDP, as per the *Municipal Government Act*, for the lands located within a 100 metre boundary on either side of our shared border. If you live in this area, or are interested in this project, you are invited to drop in at the public open house to provide your input on the draft IDP. If you would like to access the IDP prior to the open house event, the information is on the Brazeau County website at <https://www.brazeau.ab.ca/icf> under the “Village of Breton IDP and ICF” banner.



Details of the Brazeau County and the Village of Breton IDP Public Open House:

Date: January 20, 2020

Time: 5:00 P.M. to 7:00 P.M.

Location: Breton Golden Age Friendship Centre, 5020 – 50 Avenue, Breton, Alberta

Questions?

Brazeau County - Contact Kathleen Sterling, Senior Long Range Planner at 780-542-2667 or ksterling@brazeau.ab.ca

BRAZEAU COUNTY AND THE VILLAGE OF BRETON INTERMUNICIPAL DEVELOPMENT PLAN

HIGHLIGHTS FROM THE INTERMUNICIPAL DEVELOPMENT PLAN

Section 5 - Land Use Policies

Brazeau County and the Village of Breton will communicate on land use policies to guide and coordinate development within the Plan Area. Referral of applications for statutory documents (e.g. Land Use Bylaw amendments and rezoning), subdivision and discretionary development permits will be provided to the adjacent municipality. IDP policies ensure land use decisions will be made to benefit residents of both the County and the Village.

Section 6 - Environmental Policies

Together, Brazeau County and the Village of Breton will promote environmental stewardship and the health of regional ecosystems, environmentally significant areas, watersheds, and wetlands. Through respective Land Use Bylaws, both municipalities will enforce appropriate development setbacks and encourage landowners to use water conservation practices.

Section 7 - Transportation

Brazeau County and the Village of Breton agree that roadways must be provided in a manner that delivers an efficient method of travel and is cost-efficient for both municipalities. Any proposed changes or expansion to the transportation network within the Plan Area shall be referred to the adjacent municipality. Each municipality is responsible for the construction and maintenance of their transportation infrastructure.

Section 8 - Economic and Social Development

Brazeau County and the Village of Breton mutually encourage opportunities for a diversified economy. In addition, the provision of quality community services and programming is recognized by both municipalities as enhancing residents' quality-of-life. Both municipalities may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

Project Timeline



What impact does this have on landowners?

- Applications for rezoning, subdivisions and discretionary uses will be provided to the adjacent municipality for comment. These comments will be considered when making a decision on the application.
- This does **NOT** change ownership of your land, the zoning of your land or the municipality you would apply for permits to.

QUESTIONS?

Contact Us:

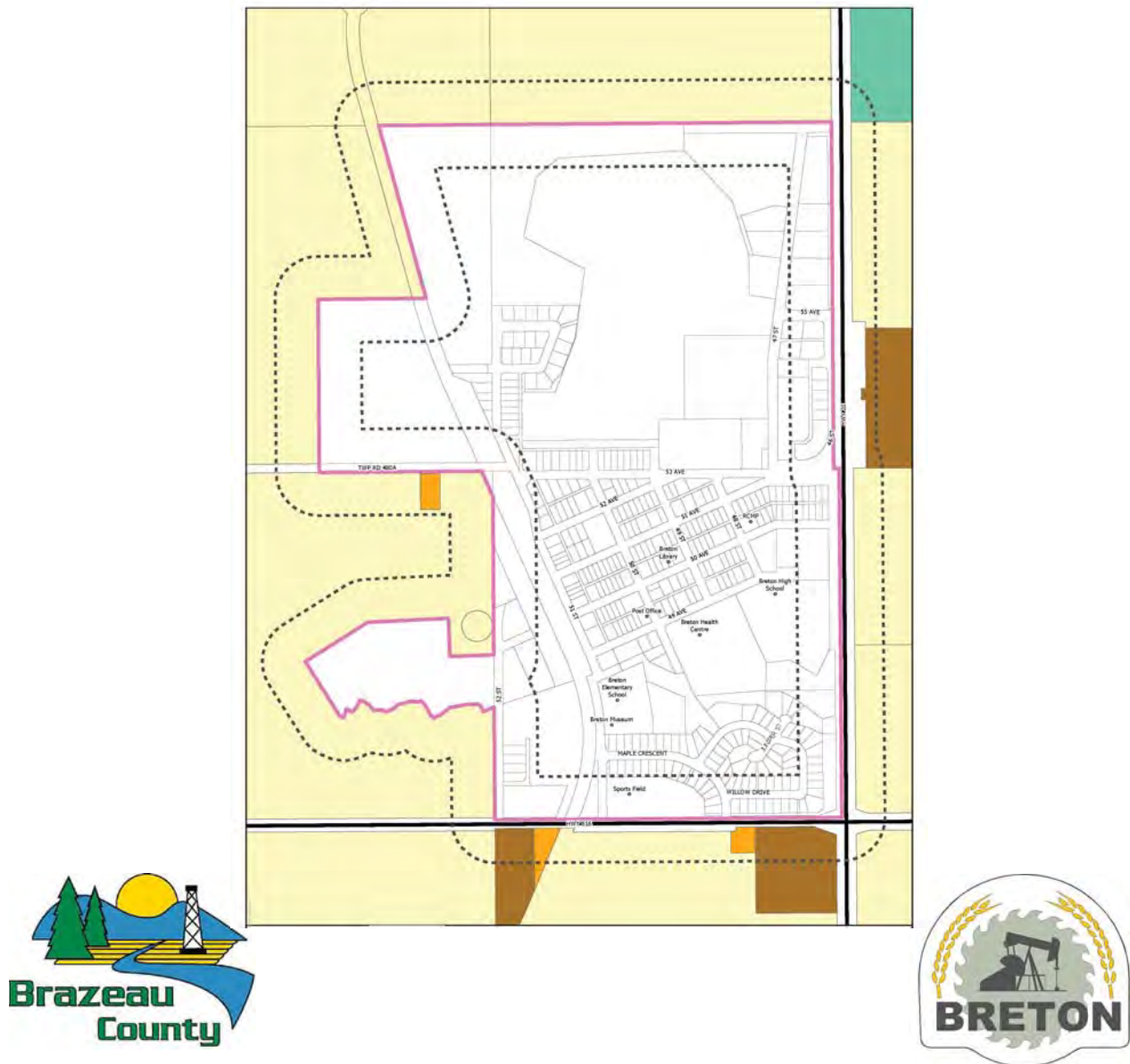
Brazeau County
Kathleen Sterling
Phone: 780-542-2667

Village of Breton
Phone: 780-696-3636
Email: vbreton@telusplanet.net

APPENDIX D: PUBLIC OPEN HOUSE DISPLAY BOARDS

DISCLAIMER: Appendix D represents information shared with the public at the Brazeau County & the Village of Breton IDP Open House and is not a final copy for approval.

WELCOME TO OUR OPEN HOUSE



Brazeau County and the Village of Breton are working together to create an **Intermunicipal Development Plan ("IDP")**.

At tonight's Open House you will find:

1. Proposed IDP Goals;
2. Draft IDP Policy Highlights;
3. An area where you can view the draft IDP documents; and
4. Brazeau County and Village of Breton staff are available to answer any questions you may have.

We want to hear from you.
Tell us how we might be able to improve the IDP!

What is an Intermunicipal Development Plan?

- ➔ A high-level policy plan prepared by two (or more) municipalities that share a common border.
- ➔ Ensures future development and land use policy is coordinated between municipalities.
- ➔ Reduces the possibility of any potential conflicts between municipalities and provides a dispute resolution process if conflict does occur.
- ➔ Ensures the relationship remains strong, transparent, and collaborative both in the present and in the future.

Why is an Intermunicipal Development Plan required?

The Government of Alberta requires that municipalities with a shared border complete an Intermunicipal Development Plan. This is under the direction of Section 631 of the Modernized *Municipal Government Act*. Brazeau County and the Village of Breton have agreed to jointly engage in the development of an IDP.



IDP Goals

- ➔ To establish in good faith a method for collaboration between Brazeau County and the Village of Breton on land use matters.
- ➔ To collaboratively plan and confirm land uses, infrastructure, transportation and development within the Plan Area.
- ➔ To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole.
- ➔ To reduce the potential for future conflict(s) through communication and encourage understanding.
- ➔ To identify and conserve environmental features, recreation and open space.
- ➔ To provide a process and procedure for dispute resolution, amendments and administration of the plan.
- ➔ To enhance opportunities for increased quality of life through a diversified local economy and quality community services.

Plan Area

The Plan Area extends 100 metres on either side of the Brazeau County and Village of Breton border.

The joint Plan Area covers approximately 28 hectares (317 acres).



DRAFT IDP POLICY HIGHLIGHTS

Please feel free to use sticky notes to provide comments. Your input and ideas are important to us!

SECTION 5 - LAND USE POLICIES

Brazeau County and the Village of Breton will communicate on land use policies to guide and coordinate development within the Plan Area. Referral of applications for statutory documents, subdivision and discretionary development permits will be provided to the adjacent municipality. IDP policies ensure land use decisions will be made to benefit both County and Village residents.

SECTION 6 - ENVIRONMENTAL POLICIES

Together, Brazeau County and the Village of Breton will promote environmental stewardship and the health of regional ecosystems, environmentally significant areas, watersheds, and wetlands. Through respective Land Use Bylaws, both municipalities will enforce appropriate development setbacks and encourage landowners to use water conservation practices.

SECTION 7 - TRANSPORTATION

Brazeau County and the Village of Breton agree that roadways must be provided in a manner that delivers an efficient method of travel for residents, visitors and businesses of both municipalities, and is cost-efficient for both municipalities. Any proposed changes or expansion to the transportation network within the Plan Area shall be referred to the adjacent municipality. Each municipality is responsible for the construction and maintenance of their transportation infrastructure.



DRAFT IDP POLICY HIGHLIGHTS

Please feel free to use sticky notes to provide comments. Your input and ideas are important to us!

SECTION 8 - ECONOMIC AND SOCIAL DEVELOPMENT

Brazeau County and the Village of Breton mutually encourage opportunities for a diversified economy. In addition, the provision of quality community services and programming is recognized by both municipalities as enhancing residents' quality-of-life. Both municipalities may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

SECTION 9 - ADMINISTRATION AND IMPLEMENTATION

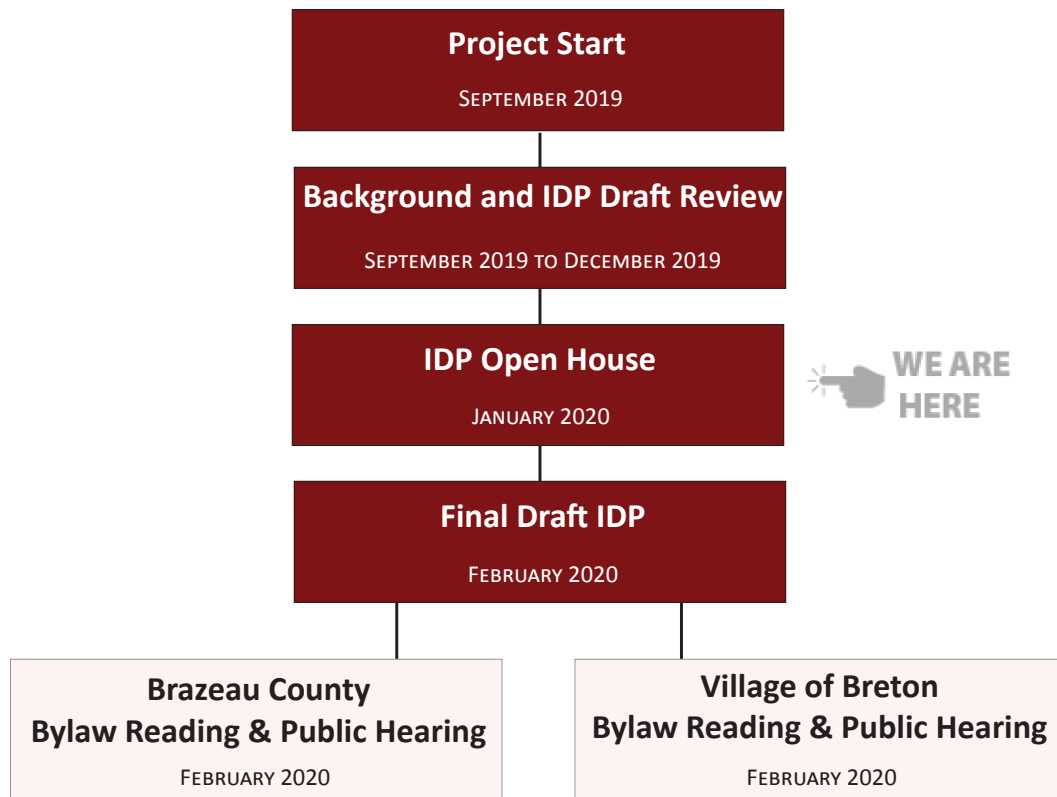
Brazeau County and the Village of Breton will work cooperatively to ensure open communication between the administration of both municipalities. IDP policies will provide a comprehensive process for the adoption, review and amendment of the IDP document. If there is an objection or amendment to the plan by either municipality and Intermunicipal Development Plan Committee (IDPC) will be established.

SECTION 10 - DISPUTE RESOLUTION

A dispute resolution mechanism is a requirement of all Intermunicipal Development Plans. To ensure that the principles of fairness and due process are respected Brazeau County and the Village of Breton have agreed to a six stage dispute resolution process.



Project Timeline



Tell us what you think!

We want to hear from you.

Please take a few minutes to complete our comment sheet and provide your feedback on the Intermunicipal Development Plan.

If you have any questions or comments regarding the document, or if you would like additional information, please contact:

Kathleen Sterling, Senior Long Range Planner, Brazeau County at (780) 524-2667

OR

Village of Breton at (780) 696-3636

BRAZEAU COUNTY AND THE VILLAGE OF BRETON

INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF)

What is an Intermunicipal Collaboration Framework?

Similar to an Intermunicipal Development Plan (IDP), municipalities that share a common boundary must also create an Intermunicipal Collaboration Framework (ICF). ICF's are intended to:

- ➡ Facilitate cooperation between neighbouring municipalities.
- ➡ Provide integrated, coordinated, and efficient municipal services.
- ➡ Allocate municipal resources efficiently to benefit Brazeau County and the Village of Breton residents.

Why is an Intermunicipal Collaboration Framework required?

The Government of Alberta requires that municipalities with a shared border complete an Intermunicipal Collaboration Framework (ICF). This requirement is under the direction of Part 17.2 of the Modernized *Municipal Government Act*. Brazeau County and the Village of Breton have agreed to jointly engage in an ICF.

How are IDP's and ICF's different?

An **IDP** is a statutory land use plan between two or more adjacent municipalities. It ensures future development and land uses between municipalities is coordinated.

An **ICF** is an agreement on municipal services between adjacent municipalities. It coordinates how services may be provided for all residents. Specific direction includes:

- ➡ Process of collaboration.
- ➡ Existing servicing agreements between municipalities.
- ➡ Administration and resolution of disputes.

Appendix C

Referral and Adjacent Landowner Comments

Brazeau County Internal Department Comments

Brazeau County Agricultural Services Comments

No concerns.

Brazeau County Community Services Comments

No comments or concerns.

Brazeau County Corporate Services Comments

No comments or concerns.

Brazeau County Economic Development Comments

No concerns.

Brazeau County Public Works and Infrastructure Comments


No concerns.

Referral Agency Comments

- **Alberta Health Services - Environmental Public Health Division (AHS-EPH)** – No comments or concerns provided to date.
- **Alberta Environment and Parks – Operations Division** – No comments or concerns.
- **Alberta Environment and Parks – Waters Division** – No comments or concerns.
- **Alberta Transportation** – – Comments provided and summarized below:
 - Alberta Transportation supports the IDP policies pertaining to the existing transportation and infrastructure in the plan area and have no issues with the IDP.
 - Highway 20 and Highway 616 make the eastern and southern boundary of the plan area, as such a 200 metre strip of land along both highways fall under this IDP. Municipalities are required to take responsibility for addressing impacts on provincial highway systems resulting from land use decisions as per Alberta Land Use Policies and granted the power to enforce off site levy to cover and evenly distribute the roadway improvements for future developments/subdivisions under the MGA.
 - Alberta Transportation trusts that the IDP policies and the resulting structure plans would facilitate timely and smooth highway intersection improvements that may be required to safely accommodate the future development traffic along both highways.
- **Leduc County** – No comments or concerns.
- **North Saskatchewan Watershed Alliance** – No comments or concerns.
- **St. Thomas Aquinas Catholic School Div. No 38** – No comments or concerns.
- **Wild Rose School Division No. 66** – No comments or concerns.
- **Wetaskiwin County** – No comments or concerns.

Adjacent Landowner Comments

- **Landowner (SE 11-48-4 W5M) comments:** A landowner called with concerns that the County was taking agricultural land and what the IDP would do to their farm operation and ability to use their land. Staff clarified with the landowner about the impact the IDP would have on the landowner and their land. Staff confirmed that neither the County nor the Village were taking land from landowners and explained that the IDP is an overarching document to promote collaboration and communication between municipalities. Staff also explained the referral process to the landowner and explained the idea was that since development on one side of the border could impact the other side of the border, it was about communicating with the adjacent municipality to ensure compatible land uses continue to occur on either side of the border. Staff explained that the rules and regulations of Brazeau County still apply to the landowner if they choose to subdivide their parcel or develop their parcel, the difference is that the information would be sent to the Village for review and comment and those comments would be considered by the decision maker here at the County. The landowner did not have any concerns to note after the discussion and appreciated the clarification.

BRAZEAU COUNTY REQUEST FOR COUNCIL DECISION		
SUBJECT:	Bylaw 1045-19 Intermunicipal Collaboration Framework between Brazeau County and the Village of Breton	
DATE TO COUNCIL:	February 18, 2020	
SUBMITTED BY:	Kathleen Sterling, Senior Long Range Planner	
ENDORSED BY:	J. Whaley, CAO	
REVIEWED BY CAO:	J. Whaley, CAO	
FILE NO:	19M-017	

RECOMMENDED ACTIONS:

That Council give Second and Third Reading to Bylaw 1045-19 to adopt the Intermunicipal Collaboration Framework between Brazeau County and the Village of Breton.

1. TOPIC DEFINED

Executive Summary

The *Municipal Government Act* (MGA) requires all municipalities to complete an Intermunicipal Collaboration Framework (ICF) with all neighbouring municipalities. All ICFs must be completed by April 1, 2020 in accordance with the MGA. An ICF is a tool to facilitate cooperation between neighbouring municipalities in order to ensure municipal services are provided to residents efficiently. The purpose of having both an IDP and ICF is to ensure that the services and land use planning are compatible.

As of January 1, 2020 the completion of an ICF is now independent of the Intermunicipal Development Plan (IDP) process, which means under the new legislation an ICF can be completed before an IDP is completed. However, the Brazeau County and Village of Breton IDP must be approved prior to the ICF as the ICF states in section 4: "The municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*." Therefore, the IDP must be approved prior to the ICF. A Public Hearing is not required for an ICF.

Highlights from the Proposed ICF

The ICF provides information regarding intermunicipal cooperation, the collaboration process for future projects and agreements and a process for dispute resolution. The ICF includes information regarding municipal services offered to residents either independently or through partnership agreements. The municipal services described in the document include those that the municipality provides, and will continue to provide, to their residents independently as well as those that are provided on an intermunicipal basis through agreements.

Relevant Policy:

Municipal Government Act Sections 708.26(1) to 708.43.

Section 708.28(1) Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.

Section 708.29(1) A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

Section 708.33 (4) Once the municipalities have created a framework, the municipalities must notify the Minister of the framework within 90 days of its creation.

Strategic Relevance:

Approval of the ICF promotes a more integrated and strategic approach to intermunicipal land use planning and service delivery for Brazeau County and its residents.

2. ANALYSIS OF RECOMMENDED ACTION

That Council give Second and Third Reading to Bylaw 1045-19 to adopt the Intermunicipal Collaboration Framework between Brazeau County and the Village of Breton.

Advantages	Disadvantages
<ul style="list-style-type: none">Compliance with the MGA.	<ul style="list-style-type: none">None identified at this time.

3. IMPLICATIONS OF RECOMMENDATION

Operational: N/A

Financial: N/A

Attachments:

Appendix A: Proposed Bylaw 1045-19 with attached Schedule 'A' the Intermunicipal Collaboration Framework between Brazeau County and the Village of Breton

APPENDIX A

BRAZEAU COUNTY

BYLAW NO: 1045-19

BEING A BYLAW OF BRAZEAU COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN BRAZEAU COUNTY AND THE VILLAGE OF BRETON

WHEREAS, the Council of Brazeau County 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, Brazeau County and the Village of Breton have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between the two municipalities; and,

WHEREAS, the Council of Brazeau County deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework between Brazeau County and the Village of Breton,

NOW THEREFORE, the Council of Brazeau County, duly assembled, enacts as follows:

1. That this Bylaw and the attached 'Schedule A' shall be known as the Intermunicipal Collaboration Framework between Brazeau County and the Village of Breton; and
2. That this Bylaw shall take effect upon the final passing thereof.

READ a first time this ____ day of _____, 2019,

READ a second time this ____ day of _____, 2020,

READ a third time and finally passed this ____ day of _____, 2020.

Reeve

Chief Administrative Officer

SCHEDULE "A"

Intermunicipal Collaboration Framework Between Brazeau County and the Village of Breton

Brazeau County Bylaw: 1045-19
Village of Breton Bylaw:



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Intermunicipal Collaboration Framework

Between

Brazeau County,

a municipal corporation, in the Province of Alberta (the “County”),
Of the First Part

and

The Village of Breton,

a municipal corporation, in the Province of Alberta (the “Village”),
Of the Second Part

WHEREAS, the County and the Village must enter into an Intermunicipal Collaboration Framework pursuant to the *Municipal Government Act*, RSA 2000, Chapter M-26, Part 17.2; and

WHEREAS the County and the Village share a common boundary; and

WHEREAS the County and the Village must provide for the integrated and strategic planning, delivery and funding of intermunicipal services; and

WHEREAS the County and the Village must steward scarce resources efficiently in providing local services; and

WHEREAS the County and the Village must ensure municipalities contribute funding to services that benefit their residents; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Terms and Review

- 1.1. In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework (the “Framework”) shall come into force upon final passing of matching bylaws that contain this framework by the County and the Village.
- 1.2. This framework may be amended by mutual consent of both the County and the Village, unless otherwise specified in this framework.
- 1.3. In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework must be reviewed once every five (5) years, or sooner if requested by either municipality.

2. Intermunicipal Cooperation

- 2.1. This Intermunicipal Collaboration Framework identifies the services provided by each individual municipality, the services which are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.
- 2.2. The municipalities agree to equitable service delivery. Where shared services are provided, residents and ratepayers of both municipalities will be afforded, as far as practical, the same services at the same costs, including user fees when providing these services to the partner municipality.

3. Intermunicipal Committee

- 3.1. The municipalities agree to create a joint committee known as the Intermunicipal Committee (the “Committee”).
- 3.2. The Committee will meet on an “as required basis” and will develop recommendations to both Councils on matters of intermunicipal strategic direction and cooperation affecting County and Village residents and ratepayers, including at a minimum:
 - 3.2.1. Long term strategic plans as may be reflected in the Intermunicipal Development Plan, Municipal Development Plans, Area Structure Plans or other studies;
 - 3.2.2. Intermunicipal and regional transportation issues, including transportation and utility corridors and truck routes;
 - 3.2.3. Prompt circulation and review of major land use, subdivision and development proposals in either municipality which may impact the other municipality;
 - 3.2.4. Periodic review of this Intermunicipal Collaboration Framework as required under section 1.3;
 - 3.2.5. Periodic review of the Intermunicipal Development Plan as required under section 4.2, and
 - 3.2.6. Existing shared intermunicipal services, and/or the potential for new shared intermunicipal services.
- 3.3. The Committee shall consist of four (4) members, being two (2) Councillors from each municipality.
- 3.4. The Chief Administrative Officer or designate from each municipality will serve as advisory staff to the Committee, be responsible to provide background information and recommendations on all matters before the

committee, prepare agendas, record the recommendations of the committee, and for forwarding all recommendations from the Committee to their respective Councils.

4. Intermunicipal Development Plan

- 4.1. The municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.
- 4.2. The Intermunicipal Development Plan will be reviewed a minimum of every five (5) years, at the request of one or both of the municipalities, or in conjunction with the review of the Intermunicipal Collaboration Framework.

5. Framework for Municipal Services

- 5.1. Both municipalities have reviewed the services offered to ratepayers. Each municipality will continue to provide the following services to their residents as described in Table 1 below.
- 5.2. The Village and the County acknowledge that in addition to the shared service agreements in place between the municipalities, they each have independent agreements with other regional partners.
- 5.3. The municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

Table 1: Intermunicipal Collaboration Framework Services Inventory

Core Services	Village of Breton	Brazeau County	Intermunicipal	Third Party	Village is the Lead	County is the Lead	Agreement this topic is covered under.	Keep current agreement or arrangement	Current agreement or arrangement needs adjustments
Intermunicipal Collaboration Framework Services Inventory									
Transportation	x	x					Municipalities individually responsible	n/a	n/a
Water	x						Reservoir and wells in the Village Private wells in the County	n/a	n/a
Waste Water	x				x		Sewage Lagoons in the Village Private septic in the County	n/a	n/a
Solid Waste		x		VB			Municipalities individually responsible	n/a	n/a
RCMP Administration Services			x		x		Intermunicipal agreement with a third party (RCMP) providing the service.		–
Emergency Services - Fire			x			x	Fire Services Fire Services – Cost Sharing	2008 – Yes 1989 – Yes	–
Recreation			x		x		Recreation Cost Sharing	2008 – Yes	–
Other Services of Mutual Benefit									
Animal Control				BC VB			Municipalities individually responsible, both use a third party provider.	n/a	n/a
Assessment Services				BC VB			Municipalities individually responsible, both use a third party provider.	n/a	n/a
Assessment Appeal Services			x			x	Assessment Review Board	2019 – Yes	–
Bylaw Enforcement and Special Constable		x					Special Constable Service Agreement has expired. Each municipality is responsible for bylaw enforcement.	n/a	n/a

Core Services	Village of Breton	Brazeau County	Intermunicipal	Third Party	Village is the Lead	County is the Lead	Agreement this topic is covered under.	Keep current agreement or arrangement	Current agreement or arrangement needs adjustments
Cemetery	x						Municipalities individually responsible	n/a	n/a
Community School Resource Officer			x	x	x		Community School Resource Officer Agreement between the Village, the County and Wild Rose School Division No. 66. Service provided by RCMP Alberta K-Division	2016 – Yes	–
Economic Development	x	x		VB			Municipalities individually responsible	n/a	n/a
FCSS			x		x		Family and Community Support Services	1998 - Yes	–
Land Use Planning	x	x		VB			Municipalities individually responsible	n/a	n/a
Land Use Planning – Appeals			x			x	Subdivision and Development Appeal Board	2019 - Yes	–
Library Services			x		x		Municipal Library Agreement	2019 – Yes	–
Telecommunications			x	x		x	Licence Agreement – Telecommunication tower agreement	2012 – Expired	No plan to renew
Tourism Development	x	x		VB			Municipalities individually responsible	n/a	n/a
Weed Control			x			x	Weed Inspection and Enforcement	2013 – Yes	–

6. Future Projects, Share Services and Agreements

- 6.1. In the event that either municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating municipality's Chief Administrative Officer will provide notice to the other municipality's Chief Administrative Officer in writing.
- 6.2. The initial notification will include a general description of the project, estimated costs and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- 6.3. The Intermunicipal Committee will meet to discuss the project within thirty (30) days, if requested by either municipality, and may schedule subsequent meetings as needed.
- 6.4. The following criteria will be used when assessing the desirability of funding of new projects and/or services:
 - 6.4.1. The relationship of the proposed project or service to the Intermunicipal Development Plan and any other municipal planning document, including regional long term planning documents, prepared and adopted by either municipality;
 - 6.4.2. The level of community support;
 - 6.4.3. The nature of the project or service;
 - 6.4.4. The demonstrated effort by volunteers to support, raise funds, and/or obtain grants (if applicable) for the project or service;
 - 6.4.5. The projected ongoing operating costs related to the project or service;
 - 6.4.6. The municipal debt limit of either municipality; and
 - 6.4.7. The projected use and benefit of the project or service to the residents and ratepayers of both municipalities.
- 6.5. The Intermunicipal Committee will review, and negotiate the terms related to the project and/or service, including the cost sharing arrangement of the project or service. The Intermunicipal Committee will provide a recommendation for approval to both councils.
- 6.6. In the event that the Intermunicipal Committee or municipal councils are unable to reach an agreement within ninety (90) days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process under section 8 of this framework. If urgency is needed, the initiating municipality must note this in

the initial notice and the receiving municipality will make their best effort to accommodate a compressed time frame.

- 6.7. The County and the Village recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal Councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

7. Implementation Plan

- 7.1. Any change to the shared services provided by the municipalities will include a schedule for implementation for the change. This will include the following:
 - 7.1.1. the start date that the change will take effect; and
 - 7.1.2. a plan to phase out the existing service delivery and to initiate the new service delivery methods; and
 - 7.1.3. a plan for the phasing in or out of the cost sharing, or other arrangements; and
 - 7.1.4. a review date to evaluate the efficiency of the shared service delivery and funding strategy.

8. Dispute Resolution

- 8.1. The County and the Village are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 8.2. The County and the Village shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 8.3. If any dispute arises between the parties regarding the interpretation, implementation or application of any agreement identified in this framework, including the Intermunicipal Development Plan, or any alleged contravention of the framework, including the Intermunicipal Development Plan, the dispute will be resolved through the process and provisions outlined in the “Model Default Dispute Resolution Provisions” schedule of the *Intermunicipal Collaboration Framework Regulation* AR 191/2017 and the *Municipal Government Act*, as amended.
- 8.4. Despite 8.3, where an existing intermunicipal agreement has a binding dispute resolution process included, the process in the existing intermunicipal agreement shall be used instead of the dispute resolution

outlined in this Framework.

- 8.5. The dispute resolution process will include notice of dispute, negotiation, mediation and arbitration as progressive steps available to the municipalities in their efforts to resolve a dispute. If a dispute proceeds to arbitration, the arbitrator's order will be considered final and binding upon the municipalities, subject to a judicial review on a question of jurisdiction only.
- 8.6. If the municipalities become involved in a dispute resolution process, they shall continue to perform their obligations described in the Framework until the dispute resolution process is complete and subsequently will comply with the agreed resolution or arbitration order.
- 8.7. Upon the issuance of an arbitrator's order, or upon a negotiated or mediated agreement, both municipalities will promptly update their respective Intermunicipal Collaboration Framework (ICF) and/or Intermunicipal Development Plan (IDP) to reflect any changes, including an implementation plan.

9. Correspondence

- 9.1 Notices related to this framework bylaw, or any related agreement, may be sent in written or electronic form and shall be addressed as follows:

To Brazeau County:

Mail: Brazeau County
Chief Administrative Officer
Box 77 – 7401 TWP RD 494
Drayton Valley, AB T7A 1R1


Email: jwhaley@brazeau.ab.ca

To the Village of Breton:

Mail: Village of Breton
Chief Administrative Officer
Box 480
Breton, AB T0C 0P0

Email: cao@village.breton.ab.ca

- 9.2 Where the municipal address and/or primary email contact listed in section 9.1 above has changed, the notice shall be provided to the current municipal address or updated primary email contact of the respective municipality.

BRAZEAU COUNTY REQUEST FOR COUNCIL DECISION		
SUBJECT:	Intermunicipal Collaboration Framework between Brazeau County and Leduc County.	
DATE TO COUNCIL:	February 18, 2020	
SUBMITTED BY:	Kathleen Sterling, Senior Long Range Planner	
ENDORSED BY:	J. Whaley, CAO	
REVIEWED BY CAO:	J. Whaley, CAO	
FILE NO:	19M-018	

RECOMMENDED ACTIONS:

That Council accepts the report about the Intermunicipal Collaboration Framework between Brazeau County and Leduc County as information.

1. TOPIC DEFINED

Executive Summary

The *Municipal Government Act* (MGA) requires all municipalities to complete an Intermunicipal Collaboration Framework (ICF) with all neighbouring municipalities. An ICF is a tool to facilitate cooperation between neighbouring municipalities in order to ensure municipal services are provided to residents efficiently. All ICFs must be completed by April 1, 2020 in accordance with the MGA.

On November 28, 2019 the Government of Alberta passed Bill 25, the *Red Tape Reduction Implementation Act*, which impacted a number of pieces of legislation to streamline overburdened processes and eliminate outdated rules. The *Municipal Government Act* (MGA) was one of the pieces of legislation that was changed to streamline provisions that were hampering administrative efficiencies for municipalities. As of January 1, 2020 the completion of an ICF is now independent of the IDP process. This allows for an ICF to be completed in the absence of an IDP. In addition to this change, an ICF can now be approved through resolution instead of requiring the adoption of matching bylaws by each partnering municipality.

Highlights from the Proposed ICF

The ICF provides information regarding intermunicipal cooperation, municipal services offered to residents by both Counties, and a process for dispute resolution. The services described in the document include those that are provided on an intermunicipal bases through agreements. The ICF no longer has to discuss municipal services that the municipality provides, and will continue to provide, to their residents independently due to the recent changes to the MGA under the *Red Tape Reduction Implementation Act*.

Relevant Policy:

Municipal Government Act Sections 631 and 708.26(1) to 708.43.

Section 631(2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one, but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).

Section 708.28(1) Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.

Section 708.29(1) A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

Section 708.33(1) In order to create a framework, the municipalities that are to be parties to the framework must each adopt a bylaw or resolution that contains the framework.

Section 708.33 (4) Once the municipalities have created a framework, the municipalities must notify the Minister of the framework within 90 days of its creation.

Strategic Relevance:

Approval of the ICF promotes a more integrated and strategic approach to intermunicipal land use planning and service delivery for Brazeau County and its residents.

2. ANALYSIS OF RECOMMENDED ACTION

That Council accepts the report about the Intermunicipal Collaboration Framework between Brazeau County and Leduc County as information.

Advantages		Disadvantages
<ul style="list-style-type: none">Provides information contained in the ICF document as it relates to the Brazeau County and Leduc County.Compliance with the MGA	<ul style="list-style-type: none">	<ul style="list-style-type: none">None identified at this time.

3. IMPLICATIONS OF RECOMMENDATION

Operational: N/A

Financial: N/A

Attachments:

Appendix A: Intermunicipal Collaboration Framework between Brazeau County and Leduc County

Intermunicipal Collaboration Framework

Between

Brazeau County and Leduc County

Resolution ####-20 (Brazeau County)

Resolution ####-20 (Leduc County)



February 2020

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WHEREAS, Brazeau County and Leduc County (herein after the “Counties”) share a common boundary; and

WHEREAS, the Counties share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework (herein after the “Framework”) with each other unless they are members of the same growth management board. The Framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the Framework and outline which municipality is responsible for providing the services, how the services will be delivered, and how the services will be funded.

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

A. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Framework is a permanent Agreement and shall come into force on the passing of resolutions by both Counties.
- 2) This Framework may be amended by mutual consent of both Counties unless specified otherwise in this Framework. Amended copies of this Framework shall come into force on the passing of resolutions by both Counties.
- 3) Amended versions to this Framework shall supersede and replace all previous versions of this Framework.
- 4) The Framework may be reviewed at any time by agreement of both Counties.

B. INTERMUNICIPAL COOPERATION

- 1) An Intermunicipal Committee (IC) will be established, and is the forum for reviewing the Framework. The Intermunicipal Committee will consist of three (3) elected officials appointed by each County, as well as the respective Chief Administrative Officer or designate.
- 2) The Counties will give thirty (30) calendar days’ notice for a meeting. Meeting requests will be directed to the Chief Administrative Officer for the respective municipality.

C. GENERAL TERMS

- 1) Both Counties agree that in respect of the service agreements outlined in Section D(1) that residents of the Counties will be afforded the same services at the same costs, including user fees when providing these services to the partner municipality.

D. SERVICES

- 1) The Counties have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:

The Counties, with additional partners, have agreements in place to aid in the event of emergencies:

 - i. Mutual Aid Agreement between Brazeau County and Leduc County. As a mutual aid agreement there is no managing partner. The assisting municipality shall invoice the requesting municipality for providing mutual aid.
 - ii. Centralized Asset Management System (CAMS) License Shared Data Agreement between Brazeau County, County of Wetaskiwin No. 10, Leduc County, the City of Leduc, and Camrose County. The purpose of this Agreement is to share information as it relates to the CAMS operating system.
- 2) The Counties acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.
- 3) The Counties have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

E. DISPUTE RESOLUTION


- 1) The Counties are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

- 2) In the event of a dispute, the Counties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. arbitration, if the dispute is not resolved in one (1) year.
- 3) The Counties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 4) If any dispute arises between the Counties regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution process outlined herein.
- 5) If the Dispute Resolution process is invoked, the Counties shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite F(4), where an existing intermunicipal agreement has a binding dispute resolution process included in the existing intermunicipal agreement, that agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administration of both Counties. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Counties.
- 8) Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 9) Either County shall give written notice ("Dispute Notice") to the other County of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) calendar days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the Chief Administrative Officers. If the dispute is not resolved within sixty (60) calendar days of the Dispute Notice being issued, the negotiation shall be deemed to have failed and shall be referred to mediation.

- 10) Either County shall be entitled to provide the other County with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an independent mediator.
- 11) The Counties shall, within thirty (30) calendar days of the Mediation Notice, seek the assistance of a mediator acceptable by both Counties.
- 12) When a mediator is appointed, the Counties shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediator may reasonably request. The Counties shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Counties.
- 13) In the event that:
 - a. The Counties do not agree on the appointment of a mediator within thirty (30) calendar days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) calendar days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) calendar days from the date of receipt of the Mediation Notice;either County may, by notice to the other, withdraw from the mediation process and the mediation shall be deemed to have failed.
- 14) If mediation fails to resolve the dispute, or if the Counties are unsuccessful in resolving the dispute within one (1) year of starting the dispute resolution process, the matter must be referred to an arbitrator.
- 15) The arbitrator must be chosen by the Counties or, if they cannot agree, by the Minister.
- 16) The *Arbitration Act* (Alberta) shall apply to arbitration proceedings commenced pursuant to this Framework; except to the extent of any conflict or inconsistency with the *Municipal Government Act*, in which case the *Municipal Government Act* prevails.

F. CORRESPONDENCE

- 1) Written notice under this Agreement shall be addressed as follows:
 - a. In the case of Brazeau County to:
Brazeau County
c/o Chief Administrative Officer
Box 77, 7401 Twp Rd 494
Drayton Valley, Alberta T7A 1R1
 - b. In the case of Leduc County to:
Leduc County
c/o Chief Administrative Officer
1101 – 5th Street
Nisku, Alberta T9E 2X3
- 2) In addition to F(1), notices may be sent by electronic mail to the Chief Administrative Officer.

BRAZEAU COUNTY REQUEST FOR COUNCIL DECISION		
SUBJECT:	Bylaw 1049-20 Brazeau County and Town of Drayton Valley Intermunicipal Development Plan (IDP)	
DATE TO COUNCIL:	February 18, 2020	
SUBMITTED BY:	Kathleen Sterling, Senior Long Range Planner	
ENDORSED BY:	J. Whaley, CAO	
REVIEWED BY CAO:	J. Whaley, CAO	
FILE NO:	20A-001	

RECOMMENDED ACTIONS:

Recommendation for Motion 1:

That Council give First Reading to Bylaw 1049-20, being the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan, and that the Public Hearing for Bylaw 1049-20 be scheduled for 10:15 am on April 7, 2020.

Recommendation for Motion 2:

That Council request a two week extension (April 15, 2020) from the Minister of Municipal Affairs to complete the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan (IDP).

1. TOPIC DEFINED

Executive Summary

With the modernization of the *Municipal Government Act* (MGA) a requirement was added for all neighbouring municipalities to enter into an Intermunicipal Development Plan (IDP) and an Intermunicipal Collaboration Frameworks (ICF). The purpose of having both an IDP and an ICF is to ensure that both the land use planning are compatible and the municipal services are provided efficiently. As of January 1, 2020 the requirement for all neighbouring municipalities to enter into an IDP have been altered in the MGA.

Brazeau County and the Town of Drayton Valley have an existing IDP that was completed in 2012. In January 2018, Brazeau County and the Town of Drayton Valley began the process of reviewing and updating the IDP. This review process evaluated what worked and what did not work in the 2012 IDP, and involved discussion about how to update the IDP including identify opportunities for efficient delivery of intermunicipal services and development. In March and April 2018 stakeholder workshops and surveys were completed to receive initial input from the public. Since August 2018 Brazeau County and the Town of Drayton Valley have been in discussions and working together to complete a draft version of the IDP.

Section 631(4) of the MGA states that, “Municipalities that are required under subsection (1) to adopt an intermunicipal development plan must have an intermunicipal development plan providing for all of the matters referred to in subsection (8) in place by April 1, 2020.” Brazeau County and the Town of Drayton Valley have decided that an IDP is required and are currently in the process of updating the current 2012 IDP. Due to Brazeau County Council having one Council meeting in March (March 3, 2020), and not wanting to rush the consultation process related to the IDP, it is not possible to complete the updated IDP prior to April 1, 2020. Currently the public open house for the Brazeau County and Town of Drayton Valley IDP is scheduled for February 27, 2020. Administration wants to ensure there is time to review any feedback received at the open house and compile the feedback for Council’s review and consideration. There is potential that the public consultation process may lead to changes to the current draft IDP. In addition, if there is any feedback or requested changes from Council at the February Council meetings (February 18 for Brazeau County and February 26 for the Town of Drayton Valley), Administration wants to ensure there is time to review and revise the IDP as required prior to the adoption of the document.

Highlights from the Proposed IDP

The Plan Area extends 0.8 kilometres to 2.4 kilometres from the Town boundary except to the east where it extends to the top of the North Saskatchewan River valley. The Plan Area extends inward 0.1 kilometre from the Town Boundary. The joint Plan Area covers approximately 4,583 hectares (11,325 acres) of land.

Land Use Policies are discussed in Section 5, which include referrals, agricultural preservation, Residential, utilities, and Commercial and Industrial development. The referral area is a 400 metre buffer on either side of the intermunicipal border, as well as quarter sections that have any part of them currently served by water and/or sewer infrastructure within the County. Major documents or applications, such as Area Structure Plans (ASPs), Municipal Development Plans (MDPs) and Land Use Bylaws (LUB) or their amendments, as well as subdivision and discretionary development permit applications, shall be referred to the adjacent municipality for review. New residential development should be considered in currently serviced areas and in conjunction between the two municipalities. This section discusses how the Town and County will collaborate to develop an effective water, stormwater and sewer management system, which includes future discussions about development within the Plan Area. Finally, The Town and the County will identify lands within the Plan Area for Commercial and Industrial developments where sites have adequate access to road systems and in locations that minimize impacts on surrounding land uses. Both municipalities will collaborate to mitigate impacts on non-Commercial and Industrial uses.

Section 6 outlines transportation, both the County and the Town will work together to provide a transportation system within the Plan Area that meets the needs of both municipalities and is efficient, safe and effective for all road users. Brazeau County and the Town of Drayton Valley shall collaborate on new and expanding development(s) within the Plan Area to ensure long-term transportation corridors are secured to maintain a safe, coordinated and efficient road network.

Environmental policies are outlined in Section 7 of the IDP. Together, Brazeau County and the Town of Drayton Valley will promote environmental stewardship and the health of the regional ecosystem. The importance of wetlands, riparian areas, watercourse, and waterbodies shall be

recognized by both municipalities. Through respective Land Use Bylaws, both municipalities will enforce appropriate development setbacks.

In Section 8, both economic and social development are discussed. Brazeau County and the Town of Drayton Valley mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. The quality of community services and programming is recognized by both municipalities and they may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

Policies in Section 9 specify the administration and implementation of the plan, including adoption, review and amendment processes. In addition, Section 9.3 specifies policies on how potential disputes on land use issues within the Plan Area will be address. This section includes the six stages in the dispute resolution process.

Public Consultation

A joint public open house is scheduled for February 27, 2020 to allow residents from both municipalities the opportunity to provide comments on the draft IDP. This feedback will be reviewed, summarized and presented to Council in April 2020.

Relevant Policy:

MGA Section 631(1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries and that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

MGA Section 631 (4) Municipalities that are required under subsection (1) to adopt an intermunicipal development plan must have an intermunicipal development plan providing for all of the matters referred to in subsection (8) in place by April 1, 2020.

Strategic Relevance:

Approval of the IDP will ensure a more integrated and strategic approach to intermunicipal land use planning and service delivery for Brazeau County and its residents.

2. ANALYSIS OF RECOMMENDED ACTION

That Council give First Reading to Bylaw 1049-20, being the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan, and that the Public Hearing for Bylaw 1049-20 be scheduled for 10:15 am on April 7, 2020.

Advantages	Disadvantages
<ul style="list-style-type: none">• Continue to move the IDP process forward and allow for Council to provide input prior to the public engagement.• Compliance with the MGA.	<ul style="list-style-type: none">• None identified at this time.

Recommendation for Motion 2:

That Council request a two week extension (April 15, 2020) from the Minister of Municipal Affairs to complete the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan (IDP).

Advantages	Disadvantages
<ul style="list-style-type: none">• Provides time to incorporate any feedback received from members of the public during the IDP Open House on February 27, 2020.• Compliance with the MGA.	<ul style="list-style-type: none">• None identified at this time.

3. IMPLICATIONS OF RECOMMENDATION

Operational: N/A

Financial: N/A

Attachments:

Appendix A: Bylaw 1049-20 including Schedule "A" Brazeau County and Town of Drayton Valley Intermunicipal Development Plan

APPENDIX A

BRAZEAU COUNTY

BYLAW NO: 1049-20

BEING A BYLAW OF BRAZEAU COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT THE BRAZEAU COUNTY AND TOWN OF DRAYTON VALLEY INTERMUNICIPAL DEVELOPMENT PLAN.

WHEREAS, the *Municipal Government Act*, RSA 2000, Chapter M-26 authorizes Council of Brazeau County to work collaboratively with neighbouring municipalities to ensure the efficient future land use planning adjacent to municipal boundaries; and

WHEREAS, Brazeau County and the Town of Drayton Valley have worked collaboratively on the preparation of an Intermunicipal Development Plan between both municipalities; and

WHEREAS, Council of Brazeau County deems it expedient and proper, under the authority of and in accordance with the *Municipal Government Act*, RSA 2000, Chapter M-26 and amendments thereto, to adopt the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan; and

WHEREAS, the public participation requirements of Section 692 of the *Municipal Government Act*, RSA 2000, Chapter M-26, have been complied with;

NOW THEREFORE, the Council of Brazeau County, duly assembled, enacts as follows:

1. That this Bylaw and the attached Schedule “A” shall be known as the “Brazeau County and Town of Drayton Valley Intermunicipal Development Plan”; and

2. That this Bylaw shall take effect upon the final passing thereof.

READ a first time this _____ day of _____, 2020,

READ a second time this _____ day of _____, 2020,

READ a third time and finally passed this _____ day of _____, 2020.

Reeve

Chief Administrative Officer

Brazeau County and Town of Drayton Valley

Intermunicipal Development Plan

Brazeau County Bylaw: 1049-20

Town of Drayton Valley Bylaw: 2020/03/D



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LIST OF ACRONYMS:

ASP – Area Structure Plan
CAO – Chief Administrative Officer
ESA – Environmentally Sensitive Areas
IDP – Intermunicipal Development Plan
IDPC – Intermunicipal Development Plan Committee
LUB – Land Use Bylaw
MGA – *Municipal Government Act*
MGB – Municipal Government Board
MDP – Municipal Development Plan

1.0 INTRODUCTION AND BACKGROUND

Brazeau County (hereafter referred to as the County) and the Town of Drayton Valley (hereafter referred to as the Town) work collaboratively. The original Intermunicipal Development Plan (IDP) was written to enhance collaborative working processes following annexation in 2011. The purpose of this revised IDP is to update the methodology for intermunicipal planning for the next five (5) years, as required by Government of Alberta regulations

Brazeau County and the Town of Drayton Valley as per section 631 of the *Municipal Government Act* have agreed to jointly update their existing IDP to have a cooperative approach for the purpose of land use and development, managing growth, the environment, infrastructure, dispute resolution and other vital community services along their shared borders.

2.0 PURPOSE OF THE PLAN

The purpose of the IDP is to have a co-operative approach for the process of land use and development, managing growth, environmental matters, infrastructure and dispute resolution along the borders of the Town of Drayton Valley and Brazeau County.

The plan will contain policies for:

- Land use
- Environment
- Infrastructure
- Intermunicipal Programs
- Economic and Social Development

3.0 GOALS

The Town and the County recognize and respect the autonomy and mandate of each municipality and acknowledge the need to establish common plans and policies that seek:

- a) To collaboratively plan and confirm future land uses, infrastructure, transportation and development within the Plan Area;
- b) To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole;
- c) To reduce the potential for future conflict(s) through communication and encourage understanding;
- d) To identify and conserve environmental features, recreation and open space;
- e) To provide a process and procedure for dispute resolution, amendments and administration of the plan; and

- f) To enhance opportunities for increased quality of life through a diversified local economy and quality community services.

4.0 PLAN AREA

The Plan Area is shown on Figure 1. It extends 0.8 kilometers to 2.4 kilometers (½ mile to 1½ miles) from the Town boundary as defined in the Annexation Settlement Agreement except to the east where it extends to the top of the North Saskatchewan River valley. The Plan Area extends inward 0.1 kilometre from the Town Boundary. The joint Plan Area covers approximately 4,583 hectares (11,325 acres) of land.

Agriculture is the predominant land use in much of the Plan Area with clusters of country residential subdivisions and the Drayton Valley Golf and Country Club.

5.0 LAND USE POLICIES

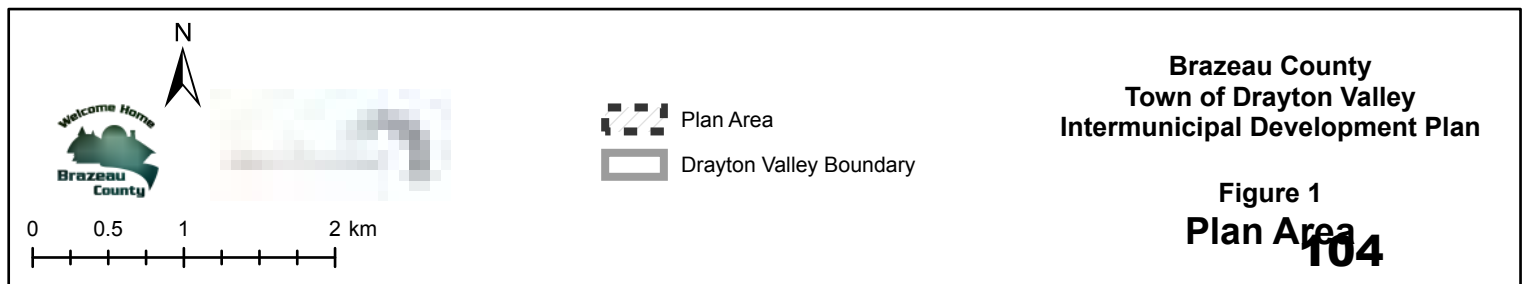
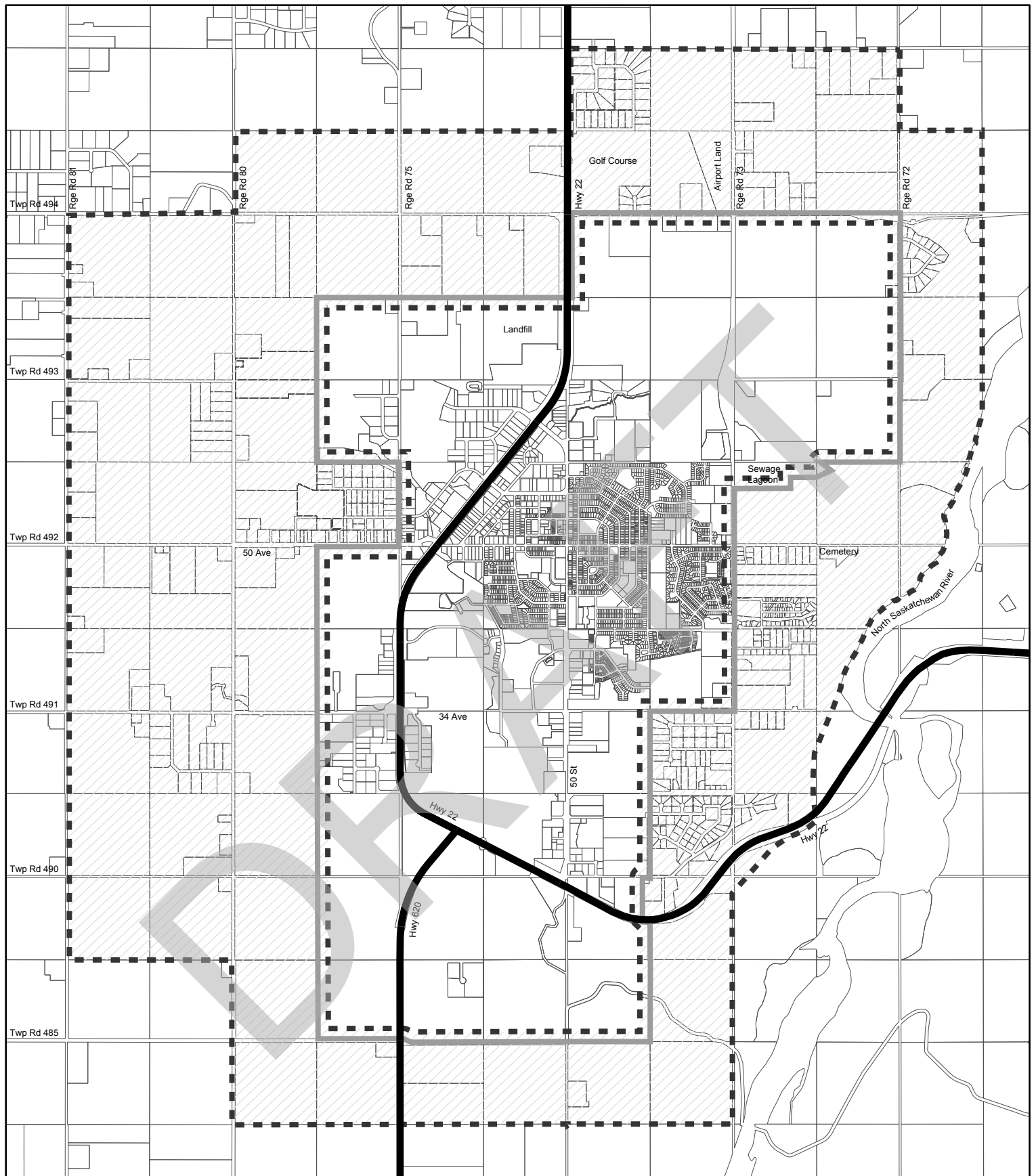
Brazeau County and the Town of Drayton Valley will communicate in good faith on land matters within the Plan Area. Any disputes will be addressed through section 9 of this plan. Each municipality will maintain their autonomy within their current boundaries and within the Plan Area.

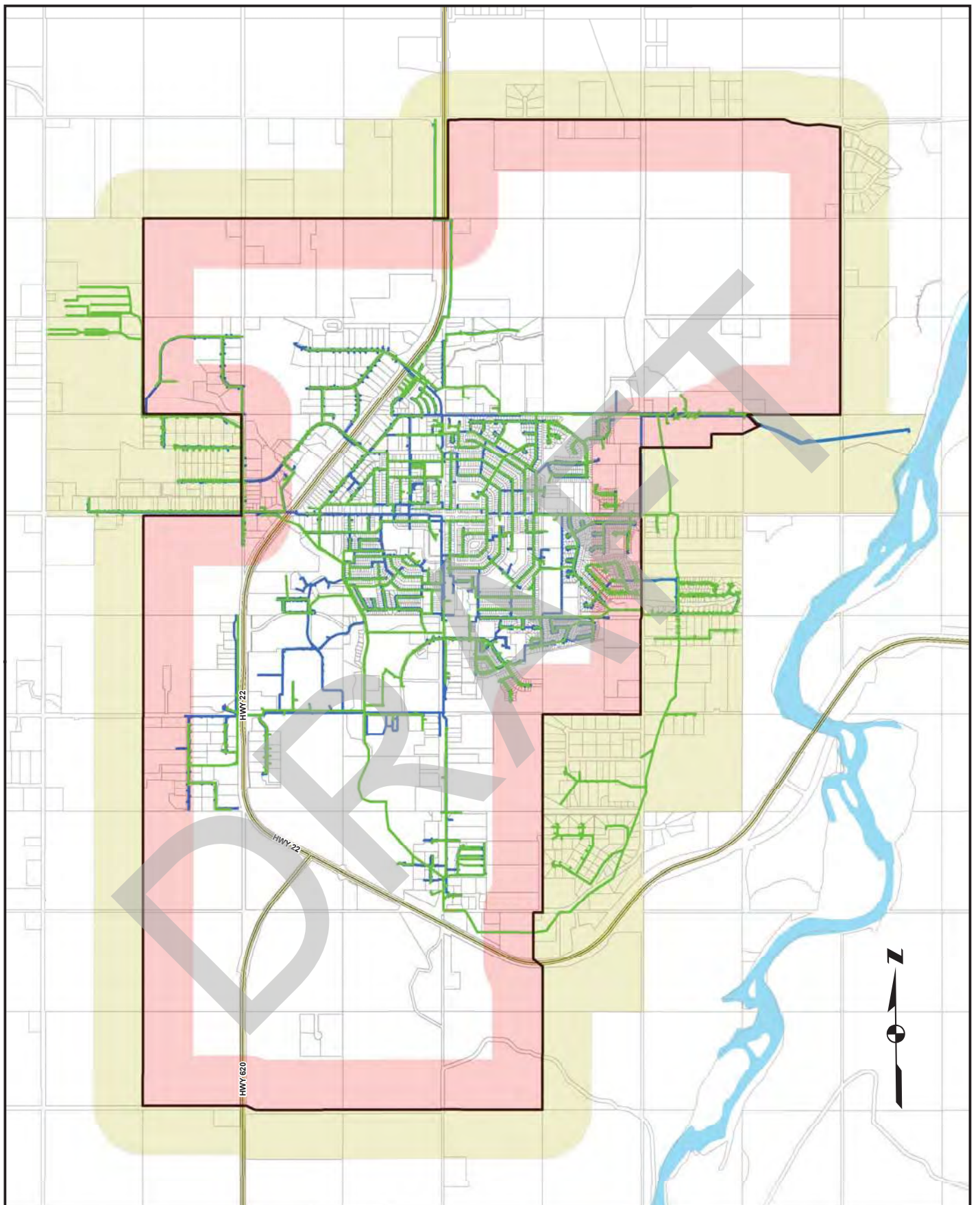
5.1 Referral(s) / Consistency of Planning

The referral area will be a 400 metre buffer on either side of the shared intermunicipal border, as well as quarter sections that have any part of them currently served by water and/or sewer infrastructure within the County (refer to Figure 2). The referral area shall be extended based on Brazeau County's five (5) year servicing strategy.

Major documents or applications, such as Area Structure Plans (ASPs), Municipal Development Plans (MDPs) and Land Use Bylaws (LUB) or their amendments, as well as subdivision and discretionary development permit applications, shall be referred to the adjacent municipality for review. Comments shall be provided to the referring municipality as outlined below. If no comments are received within the accepted timelines, the referring municipality will consider there are no objections, comments or concerns.







Intermunicipal Development Plan
Figure 2: Referral Areas

Legend

- Town of Drayton Valley Referral Area
- Brazeau County Referral Area
- Town Boundary
- Sanitary Grid
- Water Main Grid

0 0.5 1 Km

February, 2020

This map is for advisory purposes only
and does not replace a legal land survey.
It is based on data sources deemed reliable but the Town
of Drayton Valley is not responsible for errors or omissions.



5.2 Agricultural Preservation

Agricultural district is the most prevalent land use in the Plan Area. Brazeau County will consider both economic development, and quality of agricultural land when applications are received.

5.3 Residential

New residential development should be considered in currently serviced areas and in conjunction between the two municipalities.

Objectives:

- Identify areas that are suitable for residential growth and specify density targets within the overall Plan Area;
- Accommodate various land uses (commercial, recreational and institutional) that are compatible with existing and future residential uses;
- Mitigate conflicts between future residential uses and non-residential uses; and
- Mitigate existing conflicts between residential land uses and non-residential land uses.

Policies:

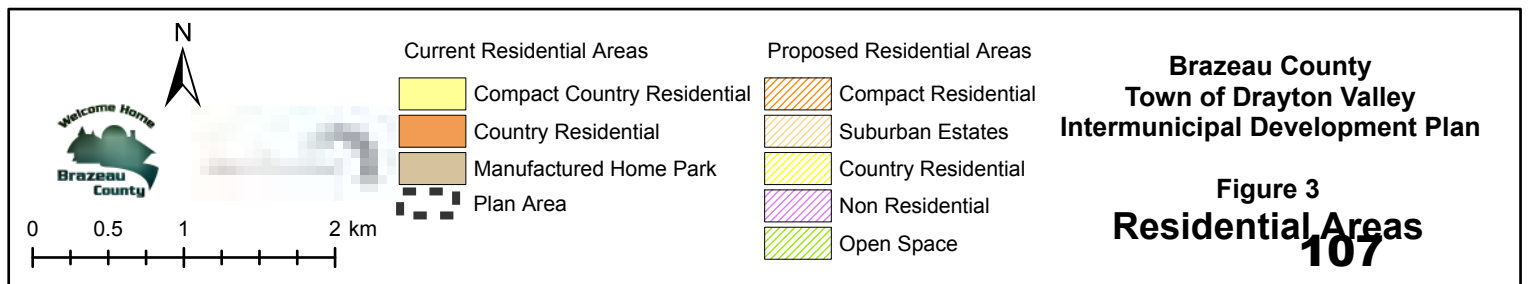
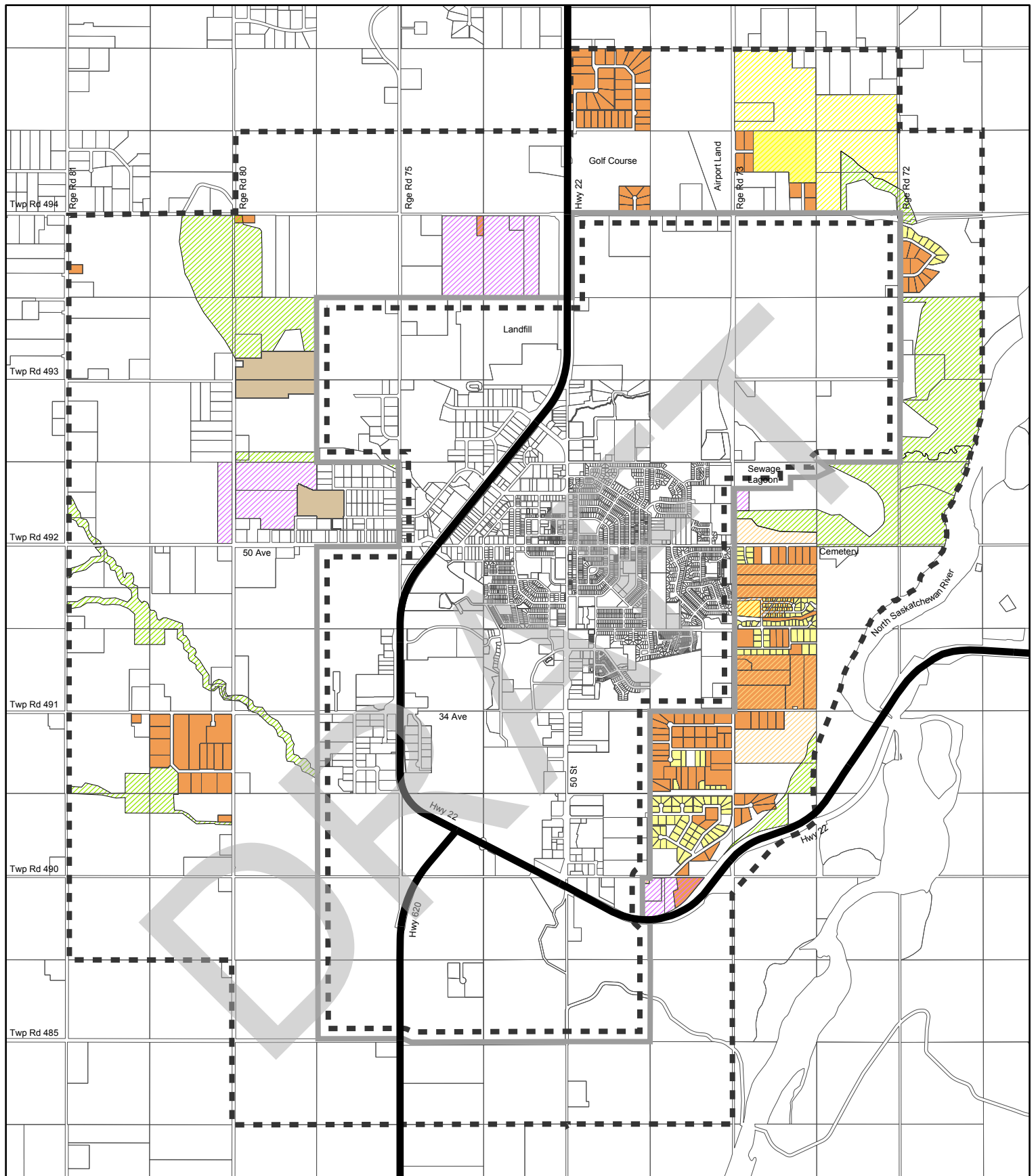
- Residential development within the Plan Area shall be generally consistent with the areas identified as residential in Figure 3.
- Residential subdivisions shall be designed so individual lots do not directly access highways or major arterial roadways.
- All new residential lots within the Plan Area shall be required to connect to Town sewer and water infrastructure once it is made available.

5.4 Utilities

Utilities typically refers to natural gas, power, municipal water, stormwater and sewer systems. The provision of water and sewer service for existing and future development within the Town and for the broader IDP area will be critical for the growth of the area. The Town owns and operates its own water and sanitary sewer distribution and treatment system. Natural gas is supplied within the Plan Area by ATCO Gas Co-op and Evergreen Gas Co-op. Power is supplied by the Drayton Valley Rural Electrification Association.

Objectives:

- The Town and County should maintain current information about existing and proposed major utility corridor projects.
- Collaboration between the Town and the County to develop an effective water, stormwater and sewer management system.
- Future discussions about developments within the Plan Area should occur between the County and the Town to determine potential opportunities and areas of focus for the provision of municipal water, stormwater and sewer services.



5.5 Commercial and Industrial Development

Both municipalities recognize that continued growth and development of commercial and industrial lands is vital for the economic success of the region.

Objectives:

- Identify lands within the Plan Area for Commercial and Industrial developments where sites have adequate access to road systems and in locations that minimize their impacts on surrounding land uses.
- Collaborate to mitigate impacts between Commercial and Industrial uses and non-Commercial and Industrial uses.

6.0 TRANSPORTATION

Transportation systems within the Plan Area are a critical component of ensuring economic development, and a high quality of life. Roadways must be provided in a manner that delivers an efficient method of travel for residents, visitors and businesses of both municipalities, and is cost-efficient for both municipalities. The shared transportation system must be designed in a manner that is safe for all road users, including motorists, cyclists and pedestrians.

Objectives:

- Provide a transportation system within the Plan Area that meets the needs of both municipalities, and is safe, efficient and effective for all road users.

Policies:

- The Town and County shall collaborate on new and expanding development(s) within the Plan Area to ensure long-term transportation corridors are secured to maintain a safe, coordinated and efficient road network.
- The municipalities shall clearly define the responsibilities and standards for roadway design, construction, and maintenance within the Plan Area between Alberta Transportation, developers, the Town and the County.

7.0 ENVIRONMENTAL POLICIES

Brazeau County and the Town of Drayton Valley will promote environmental stewardship and the health of the regional ecosystem through the following policies.

- Open Space, Crown Land and Environmentally Significant Areas have been identified on Figure 4.
- Both Brazeau County and the Town of Drayton Valley shall follow Provincial Regulations as they pertain to the dedication or classification of Environmental Reserve, Municipal Reserve and Conservation Easements.

- Both municipalities shall recognize the importance of wetlands, riparian areas, watercourses and waterbodies, and will collaborate when reviewing proposals which may impact watershed(s) in the Plan Area.
- Through respective Land Use Bylaws, both municipalities shall enforce appropriate development setbacks from the North Saskatchewan River, waterbodies, watercourses, and hazardous landscapes.

8.0 ECONOMIC AND SOCIAL DEVELOPMENT

Brazeau County and the Town of Drayton Valley mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. The top industries in our local economies are:

- Oil and Gas;
- Forestry;
- Agriculture; and,
- Recreation.

The provision of quality community services and programming is recognized by both municipalities to enhance residents' quality of life. Both Municipalities may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

9.0 IMPLEMENTATION AND ADMINISTRATION

The *Municipal Government Act* requires that an Intermunicipal Development Plan contain provisions related to the administration of the plan and a procedure to be used, by one or more of municipalities, to amend or repeal and replace the IDP.

9.1 Adoption:

The Intermunicipal Development Plan shall be adopted by Bylaws by Brazeau County and the Town of Drayton Valley in accordance with the *Municipal Government Act*.

Both Brazeau County and the Town of Drayton Valley shall administer the provisions of the Intermunicipal Development Plan.

9.2. Plan Review and Amendments:

The plan shall be reviewed every five (5) years following the adoption.

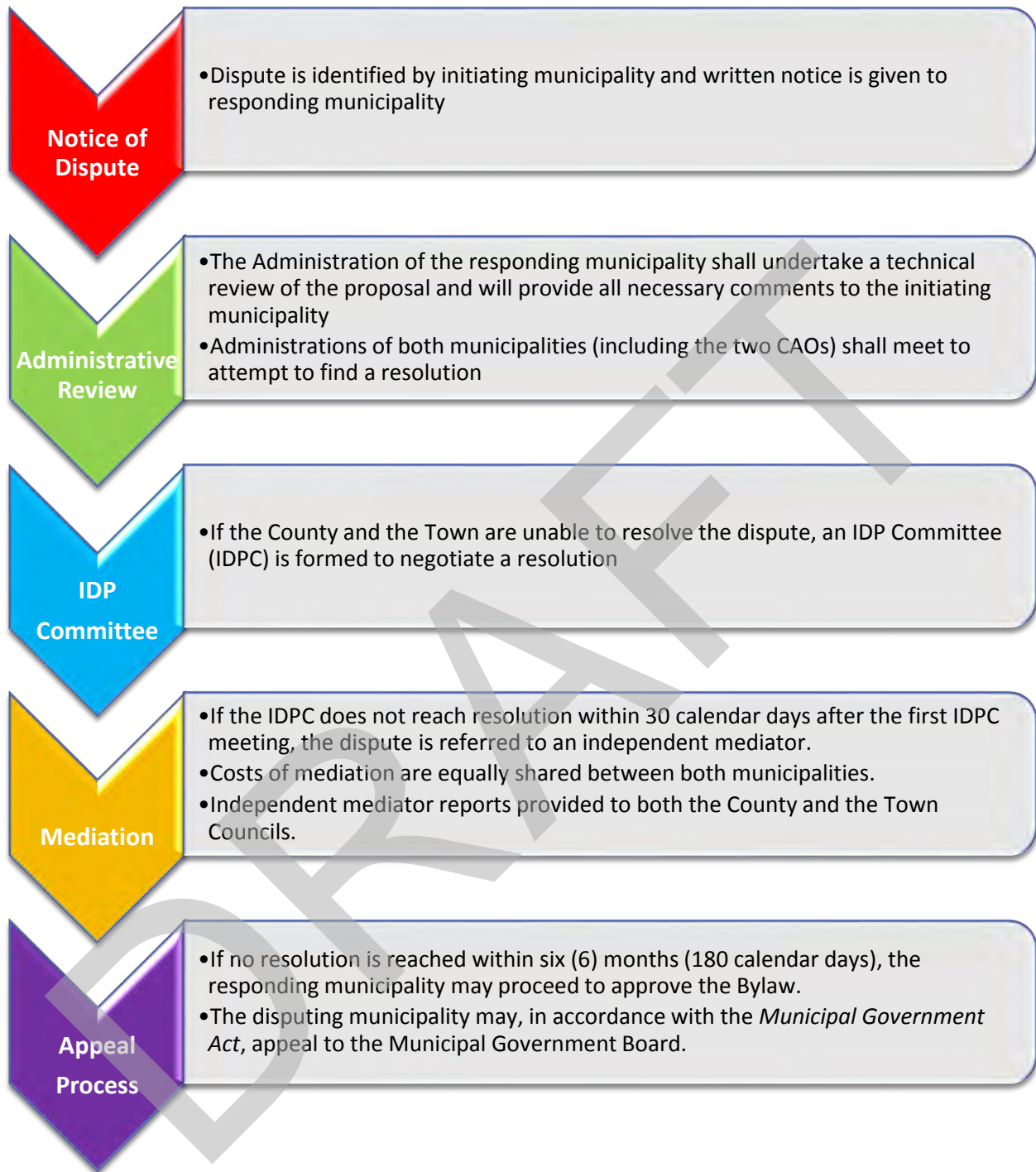
If there is objection to or amendments to the plan by either municipality an Intermunicipal Development Plan Committee (IDPC) shall be established to review and discuss any changes to the Bylaw.

9.3 Dispute Resolution:

The implementation of an intermunicipal dispute resolution mechanism is a requirement of all Intermunicipal Development Plans pursuant to the *Municipal Government Act*. In order to satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute resolution process consisting of the six (6) stages is provided.

- 1) When a dispute is identified, written notice is required to be given to the adjacent municipality.
- 2) Administration from each municipality along with the two (2) Chief Administrative Officers (CAOs), shall meet and attempt to resolve the dispute
- 3) In cases where administration and the two (2) CAOs cannot resolve the dispute an IDPC shall be established to review the dispute and negotiate a resolution.
- 4) If the IDPC does not reach a resolution by the thirtieth (30th) calendar day following the first meeting the dispute will then be referred to mediation.
- 5) The services of an independent mediator will be retained and they will be required to present a written report with recommendations to both Councils. The cost of the mediation shall be shared equally by both Brazeau County and the Town of Drayton Valley.
- 6) If the dispute has not been resolved within six (6) months after the notice is given; the municipality may proceed to adopt the Bylaw and the other municipality may, in accordance with the MGA, appeal to the Municipal Government Board (MGB).





Appendix A – Definitions

Annexation means the transfer of land from the jurisdiction of one municipality to another municipality. The *Municipal Government Act* defines the process through which annexation occurs.

Area Structure Plan (ASP) means a statutory plan that provides the framework for subdivision and development for an area of undeveloped land within the municipality. This document is prepared in accordance with the *Municipal Government Act* and adopted by Council.

Bylaw means a law made by a municipality in accordance with the powers delegated to it under the *Municipal Government Act*.

Conservation Easement means an interest, in a particular portion of land, is held by the municipality for the purpose of protecting and/or conserving the natural environment.

Development Permit means a document that is issued under a land use bylaw and authorizes a development.

Discretionary Use means a structure or use of land that may be allowed in a given district at the discretion of the Development Authority.

Environmentally Significant Areas means an area of land that generally has an important role in the long-term maintenance of: (1) biological diversity, (2) physical landscape features, (3) ecological services and function, and/or (4) other natural processes. A quarter section must have an overall ESA value of greater than 0.189 to be designated as an Environmentally Significant Area in the province of Alberta.

Environmental Reserve means land dedicated to a municipality where it is determined to be undevelopable due to environmental conditions, in accordance with section 664 of the *Municipal Government Act*.

Land Use means the manner in which the land may be used or occupied. Typically the information is provided in the municipality's Land Use Bylaw.

Land Use Bylaw (LUB) means a statutory document that divides a municipality into districts. The LUB establishes procedures for processing and deciding development, including subdivisions, within the municipality. The document has rules which affect how each parcel of land in the municipality may be used and developed.

Mediation means a process involving a neutral person as a mediator who may be engaged in order to assist municipalities in resolving a dispute. The purpose of a mediation would be to reach mutually acceptable recommendations by facilitating communication and identifying issues and interests of both municipalities.

Municipal Development Plan (MDP) means a statutory plan adopted by Council that outlines the current and future goals, objectives and policies to help guide a municipality's physical, social and economic development. The plan is used to provide direction and assist in managing growth and development.

Municipal Government Board (MGB) is an independent and impartial quasi-judicial board established under the *Municipal Government Act* to make decisions about land planning and assessment matters.

Municipal Reserve means land that is owned by a municipality to provide for parks, recreation or school authority purposes.


Open Space means land owned by a municipality as municipal reserve or environmental reserve.

Riparian means the transitional area between upland and aquatic ecosystems bordering a watercourse.

Setback means the distance between a property line or feature and part of a site or development. Setbacks are governed through the Land Use Bylaw.

Statutory Plan means a plan adopted by Council as a municipal bylaw under the authority of the *Municipal Government Act*. Statutory Plans include; an intermunicipal development plan, a municipal development plan, an area structure plan and an area redevelopment plan.

Subdivision means the division or consolidation of land that creates a new titled parcel of land from an existing parcel of land.

BRAZEAU COUNTY REQUEST FOR COUNCIL DECISION		
SUBJECT:	Intermunicipal Collaboration Framework between the Town of Drayton Valley and Brazeau County	
DATE TO COUNCIL:	February 18, 2020	
SUBMITTED BY:	Kathleen Sterling, Senior Long Range Planner	
ENDORSED BY:	J. Whaley, CAO	
REVIEWED BY CAO:	J. Whaley, CAO	
FILE NO:	20M-003	

RECOMMENDED ACTIONS:

Recommendation for Motion 1:

That Council accepts the report about the Intermunicipal Collaboration Framework between the Town of Drayton Valley and Brazeau County as information.

Recommendation for Motion 2:

That Council request a two week extension (April 15, 2020) from the Minister of Municipal Affairs to complete the Intermunicipal Collaboration Framework between the Town of Drayton Valley and Brazeau County.

1. TOPIC DEFINED

Executive Summary

The *Municipal Government Act* (MGA) requires all municipalities to complete an Intermunicipal Collaboration Framework (ICF) with all neighbouring municipalities. An ICF is a tool to facilitate cooperation between neighbouring municipalities in order to ensure municipal services are provided to residents efficiently. All ICFs must be completed by April 1, 2020 in accordance with the MGA.

On November 28, 2019 the Government of Alberta passed Bill 25, the *Red Tape Reduction Implementation Act*, which impacted a number of pieces of legislation to streamline overburdened processes and eliminate outdated rules. The *Municipal Government Act* (MGA) was one of the pieces of legislation that was changed to streamline provisions that were hampering administrative efficiencies for municipalities. As of January 1, 2020 an ICF can now be approved through resolution instead of requiring the adoption of matching bylaws by each partnering municipality.

The deadline to complete an ICF is April 1, 2020 as per Section 708.28(1) of the MGA. The Minister of Municipal Affairs, in a letter drafted to Alberta Mayors and Reeves, noted that there was an

expectation that all municipalities would meet this deadline. The Minister did note that they were prepared to consider short-term extensions of the deadline in exceptional circumstances, or where the municipalities simply need an additional one to two months to be able to complete the process. Although the Intermunicipal Development Plan and Intermunicipal Collaboration Framework are now independent, the ICF between the Town of Drayton Valley and Brazeau County was drafted prior to this change and still makes reference to the IDP. Section 7 of the ICF relates to the Intermunicipal Development Plan. There is currently a proposed change to update section 7 and remove the IDP as an attachment in Appendix B. However, this proposed change may or may not be approved by both Councils. The revision to section 7 does state, “The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.” Due to the uncertainty of whether the proposed changes will be accepted and the reference to an adopted IDP, it is recommended that the updated IDP should be adopted prior to adopting the ICF.

Due to Brazeau County Council having one Council meeting in March (March 3, 2020), and not wanting to rush the consultation process related to the IDP, it is not possible to complete the IDP prior to April 1, 2020. In addition, if there is any feedback or requested changes from Council at the February Council meetings (February 18 for Brazeau County and February 26 for the Town of Drayton Valley), Administration wants to ensure there is time to review and revise the ICF as required prior to the adoption of the document. This request for a short extension would allow for time to address any potential questions or concerns that may arise prior to adoption.

Highlights from the Proposed ICF

The ICF provides information regarding intermunicipal cooperation, municipal services offered to residents by both Counties, and a process for dispute resolution. The ICF includes information regarding municipal services offered to residents either independently or through partnership agreements. The municipal services described in the document include those that the municipality provides, and will continue to provide, to their residents independently as well as those that are provided on an intermunicipal bases through agreements.

Highlights of changes made to the Proposed ICF

Council reviewed a copy of the ICF on February 4, 2020. Since that date there have been some requested changes from the Town of Drayton Valley and Administration noticed the legislation was out of date. The Town of Drayton Valley made some small changes to the description of services provided individually by each municipality (Table 1). Table 4: Existing share (intermunicipal) service agreements provided by the Municipalities was updated to include the Historical Society Maintenance and Operations Agreement, which came into effect January 1, 2020.

Section 4.2 Future Services to be provided intermunicipally by the municipalities has been updated to reflect that certain agreements **may** be dissolved or amended, and their provisions potentially added to more comprehensive agreements. A list of agreements is included and each agreement description has been updated to state, “This agreement may...” In addition, a sentence under the potential recreation facilities agreement was added to explain that capital expenditures will be negotiated on a case-by-case basis and consistent with the need of both municipalities.

With the passing of Bill 25, the *Red Tape Reduction Implementation Act*, a number of sections of the MGA have been updated particularly as it relates to Intermunicipal Collaboration Frameworks. Brazeau County Administration updated all references and quotations of legislation to reflect the current MGA, as of January 1, 2020. This included removing the references to the Intermunicipal Development Plan being attached, including the removal of Appendix B, as the two documents are not independent.

Relevant Policy:

Municipal Government Act Sections 631 and 708.26(1) to 708.43.

Section 708.28(1) Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.

Section 708.29(1) A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

Section 708.29(2) In development the content of the framework required by subsection (1), the municipalities must identify which municipality is responsible for providing which services and outline how the services will be delivered and funded.

Section 708.33(1) In order to create a framework, the municipalities that are to be parties to the framework must each adopt a bylaw or resolution that contains the framework.

Section 708.33 (4) Once the municipalities have created a framework, the municipalities must notify the Minister of the framework within 90 days of its creation.

Strategic Relevance:

Approval of the ICF promotes a more integrated and strategic approach to intermunicipal land use planning and service delivery for Brazeau County and its residents.

2. ANALYSIS OF RECOMMENDED ACTION

Recommendation for Motion 1:

That Council accepts the report about the Intermunicipal Collaboration Framework between the Town of Drayton Valley and Brazeau County as information.

Advantages	Disadvantages
<ul style="list-style-type: none">Provides information contained in the ICF document as it relates to the Town of Drayton Valley and Brazeau County.Compliance with the MGA	<ul style="list-style-type: none">None identified at this time.

Recommendation for Motion 2:

That Council request a two week extension (April 15, 2020) from the Minister of Municipal Affairs to complete the Intermunicipal Collaboration Framework between the Town of Drayton Valley and Brazeau County.

Advantages	Disadvantages
<ul style="list-style-type: none"> • Allows time for the review of proposed changes to the ICF presented today and for any potential changes to be reviewed that come out of the Town of Drayton Valley Council meeting on February 26, 2020. • Allows for the IDP to be adopted prior to the ICF, which was the original plan when the ICF was written under the April 2018 legislation. • Provides time to incorporate any feedback, if members of the public comment on the ICF during the IDP Open House on February 27, 2020. • Compliance with the MGA 	<ul style="list-style-type: none"> • Potential the Minister does not allow for the extension.

3. **IMPLICATIONS OF RECOMMENDATION**

Operational: N/A

Financial: N/A

Attachments:

Appendix A: Intermunicipal Collaboration Framework between the Town of Drayton Valley and Brazeau County

DRAFT

Date Submitted: 2019-04-01

**INTERMUNICIPAL COLLABORATION FRAMEWORK
(ICF)**

V3 Companies of Canada
Visio, Vertere, Virtute
The Vision to Transform with Excellence



This document is a reflection of all the information made available by Brazeau County and the Town of Drayton Valley at the time of its drafting.

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1. INTRODUCTION

The purpose of the Town of Drayton Valley (the Town) and Brazeau County (the County) Intermunicipal Collaboration Framework (hereinafter referred to as ICF) is to foster an inter-jurisdictional approach to address the provision of services for both municipalities.

1.1 CONTEXT

The Town and the County are inextricably interconnected; the County surrounds the Town, creating an environment where collaboration and proactive consolidation of services is beneficial to both municipalities. It encourages more effective and efficient delivery of programs and services, and use of public funds, better serving the residents of both municipalities. Throughout the development of the ICF, it will be important to understand the relationships between the two key decision-making Councils, existing joint agreements, and future joint agreements.

TOWN OF DRAYTON VALLEY

The Town of Drayton Valley is an urban centre with a population of 7,235 (Statistics Canada, 2016), covering an area of 3,072 ha.

BRAZEAU COUNTY

Brazeau County is a municipal district with a population of 7,771 (Statistics Canada, 2016), covering an area of 300,535 ha.

▲ FIGURE 1: LOCATION MAP (ADAPTED FROM: ESRI, GARMIN, USGS, NPS, 2018 – 11 – 01)



1.2 LEGISLATIVE REQUIREMENTS

This ICF has been prepared under the legislative authority prescribed in Part 17.2 of the *Municipal Government Act (MGA)*, which came into effect on April 1, 2018, and revised on January 1, 2020, which states:

Section 708.28(1): *Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.*

Section 708.29:

(1) *A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.*

(2) *In development the content of the framework required by subsection (1), the municipalities must identify which municipality is responsible for providing which services and outline how the services will be delivered and funded.*

This ICF is also governed by the Intermunicipal Collaboration Framework Regulation which is a provincial regulation that supplements the *MGA* with regard to ICFs and includes such matters as arbitration during the creation of the ICF and the need for binding dispute resolution within the ICF. This ICF must be consistent with it in its entirety.

1.3 OBJECTIVE

The objective of the ICF is to identify ways to collaborate with other municipalities that will benefit the residents of both communities through enhanced service and cost efficiencies.

2. PROVISION OF EXISTING SERVICES

Services outlined below have been discussed by both municipalities, with both agreeing that they are best provided as depicted at the time of adoption of the ICF by both Councils.

▼ **TABLE 1. SERVICES BEING PROVIDED INDIVIDUALLY BY EACH MUNICIPALITY:**

Town of Drayton Valley	Brazeau County
<p>1. Transportation Services</p> <ul style="list-style-type: none"> Maintaining of all roads (gravel and paved), sidewalks and pathways. Street snow removal. Sidewalk snow removal. Sanding. Pothole repair and maintenance. Patch paving. Roadway line painting. Gravel road grading. Dust control. Inspection and repair of traffic lights, street lights, and traffic signage. <p>2. Water and Wastewater Services</p> <ul style="list-style-type: none"> Water and sanitary services to residents. Operation of the Town's water treatment plant. Inspection and repair of storm drains and culverts. Maintenance and repairs to the water main lines and the sanitary sewer main. Inspection of manholes if sewer back-up occurs on private residence. <p>3. Solid Waste Services</p> <ul style="list-style-type: none"> Recycling drop off at the Drayton Valley Recycling Depot. <p>4. Emergency Services</p> <ul style="list-style-type: none"> None provided individually. <p>5. Recreation Services</p> <ul style="list-style-type: none"> The Town maintains 15 parks and greenspaces, 15 ponds, 2 cemeteries, a dog park and sports fields. Grass mowing and trimming. Garbage pickup in parks and along walking paths. Flower bed and planter maintenance. Tree and shrub pruning. Playground inspections, repairs and maintenance. Operation and maintenance of conference centres/community halls Clean Energy Technology Centre (CETC), Drayton Valley Scout Hall (ownership of land only), and Masonic Hall Lodge #182. Operation and maintenance of ponds – <i>Ivan To Park, Southview Pond, Aspenview Pond and Park, and Northview Pond and Park</i> Operation and maintenance of the outdoor skating rinks, and certain soccer fields. 	<p>1. Transportation Services</p> <ul style="list-style-type: none"> Dust control program applied to gravel roads adjacent to homes. County roads rights-of-way mowed annually. Maintenance and repair of road-way infrastructure. Municipal road snow removal. Private driveway snow removal with agreement (exception to seniors). <p>2. Water and Wastewater Services</p> <ul style="list-style-type: none"> Water systems in the Hamlets of Cynthia and Rocky Rapids. Sewer systems in the Hamlets of Lodgepole, Cynthia, Rocky Rapids, Violet Grove, Buck Creek and Poplar Ridge. <p>3. Solid Waste Services.</p> <ul style="list-style-type: none"> None provided individually. <p>4. Emergency Services</p> <ul style="list-style-type: none"> 9-1-1 rural addressing. <p>5. Recreation Services</p> <ul style="list-style-type: none"> Community halls – Berrymore Centre, Buck Creek, Carnwood Country Hall, Cynthia Hall, Easyford Community Hall, Funnell Community Hall, Lindale Community Hall, Lodgepole Hall, New Moose Hill, Rocky Rapids Hall, Violet Grove, Whitby Hall. Campgrounds – Easyford Campground, Modeste Park, Willey West Campground, and Phi-to-kwe Campground. Outdoor skating rink and ball diamond in Rocky Rapids. Ball diamond and rodeo ground adjacent to Lindale Hall. <p>6. Economic and Business Development Services</p> <ul style="list-style-type: none"> Economic profile of the community for statistical information. Website marketing, business directory, information forwarding, business assistance, new business recognition program, and a copy of the Brazeau business newsletter as business support services. Small business resources. Processing and issuing of development permits (business). Information and resources for prospective business owners.

Town of Drayton Valley	Brazeau County
<ul style="list-style-type: none"> ▪ Operation and maintenance of the off-leash dog park 'ARC Bark Park'. ▪ Grass mowing of Rotary/Pembina Nordic Community trails. <p>6. Economic and Business Development Services</p> <ul style="list-style-type: none"> ▪ Tools, information, and resources for business owners through the Drayton Valley and District Chamber of Commerce. ▪ Promotion of entrepreneurial spirit through the economic development strategy. ▪ Processing and issuing of business licenses for businesses, home occupations, and peddlers. ▪ Student financial planning – Student Finance Board. <p>7. Land Development and Planning Services</p> <ul style="list-style-type: none"> ▪ Land use planning. ▪ Land use bylaw. ▪ Processing and issuing of development permits. ▪ Processing and issuing of rezoning applications. ▪ Applications for subdivision, rezoning and amendments to statutory documents. ▪ Hosting of public hearings related to land use and rezoning applications. ▪ Planning Authorities for subdivision, development, intermunicipal planning commission municipal planning commission, and subdivision and development appeal board. ▪ Processing of compliance certificates. <p>8. Corporate Services</p> <ul style="list-style-type: none"> ▪ Tax-collection. ▪ Organization of grant resources. <p>9. Environment Services</p> <ul style="list-style-type: none"> ▪ Preserve Our Ultimate Resource (P.O.U.R.) program and incentives. ▪ Community Sustainability Plan. ▪ Yellow Fish Road campaign about the impact of pollution entering storm drains. <p>10. Other Services</p> <ul style="list-style-type: none"> ▪ Bylaw enforcement through bylaw officers. ▪ Regulation enforcement and protective services through Community Peace Officers. ▪ Early Childhood Development Centre. ▪ Accessible/affordable housing. ▪ Social Development Plan. ▪ Maintenance and repair services for Town facilities, including the airport and RV campground. ▪ Drayton Valley Industrial Airport. 	<p>7. Land Development and Planning Services</p> <ul style="list-style-type: none"> ▪ Land use planning. ▪ Land use bylaw. ▪ Processing and issuing of fire permits. ▪ Processing and issuing of development permits. ▪ Reviews of subdivision and rezoning applications. ▪ Subdivision and development appeal board. ▪ Processing of compliance certificates. <p>8. Corporate Services</p> <ul style="list-style-type: none"> ▪ Taxation and assessment. ▪ Operating and Capital Budgeting. ▪ Geographic Information Systems. ▪ Information and technology services for function and secure delivery of services. ▪ Records management and legislative services. ▪ Grant coordination for community funding. ▪ Customer service. <p>9. Environmental Services</p> <ul style="list-style-type: none"> ▪ Municipal Energy Efficiency Rebate Program. ▪ Climate Resilience Express Action Plan. <p>10. Agriculture Services</p> <ul style="list-style-type: none"> ▪ Preservation, protection and promotion of agriculture through the Agriculture Service Board. ▪ Inspection of hay through the Alberta Weed Free Hay Program. ▪ Rights-of-way spraying of herbicides for weed prevention/ reduction. ▪ Prevent the spreading of weeds through crop protection and enhanced production weed inspection and enforcements, education, and awareness. ▪ Herbicide Exemption program to exempt ratepayers from having the right-of-way near their properties sprayed with herbicides. ▪ Rental of County owned agricultural equipment to ratepayers. ▪ Environmental conservation promotion and information. ▪ Information on diseases of cattle, horses, sheep, and other livestock. ▪ Protection of the public from agricultural nuisances and pests. <p>11. Other Services</p> <ul style="list-style-type: none"> ▪ Communication and media services through newsletters, Facebook, YouTube and other media.

Town of Drayton Valley	Brazeau County
	<ul style="list-style-type: none"> ▪ <i>Alberta Traffic Safety Act</i> and bylaw enforcement through Community Peace Officers.

▼ **TABLE 2. SERVICES BEING SHARED ON AN INTERMUNICIPAL BASIS BY THE MUNICIPALITIES:**

Drayton Valley + Brazeau County
<ol style="list-style-type: none"> 1. Transportation Services <ul style="list-style-type: none"> ▪ Joint clearing of snow on certain boundary roads (<i>jointly operated</i>). 2. Water and Wastewater Services <ul style="list-style-type: none"> ▪ Water and sanitary sewer service to areas in the County along the boundary provided by the Town (<i>Town led</i>). 3. Emergency Services <ul style="list-style-type: none"> ▪ Fire services, approximately 60 firefighters and staff including a Fire Chief, Deputy Fire Chief – Operations, Deputy Fire Chief – Training, Maintenance Coordinator, and Admin Support (<i>jointly operated</i>). 4. Recreation Services <ul style="list-style-type: none"> ▪ Arts + Culture – <i>Drayton Valley Historical Society Museum (land owned by the Town), Eleanor Pickup Arts Centre (50-50 joint ownership)</i>. ▪ Library services – <i>Drayton Valley Municipal Library and the Rotary Children’s Library (jointly funded)</i>. ▪ Skateboarding – <i>4-S Skatepark (owned by the Town)</i>. ▪ Park Valley Pool (<i>owned by the Town</i>). ▪ Omniplex – Curling Rink, Fitness Centre, etc (<i>owned by the Town</i>). ▪ Splash Park (<i>owned by the Town</i>). ▪ Drayton Valley ‘Class A’ sports fields – soccer pitches (West Valley Park, Park Place), ball diamonds (West Valley Park #1, 2, 4, 5, 19) (<i>owned by the Town</i>). ▪ Tennis/Pickleball Courts – <i>Rotary Park and Hospital (owned by the Town)</i>. ▪ Brazeau Sports Park (<i>owned by the County</i>). ▪ MacKenzie Conference Centre (<i>owned by the Town</i>). 5. Economic and Business Development <ul style="list-style-type: none"> ▪ Working in accordance with the Brazeau Initiatives Growth group (<i>jointly engaged</i>). 6. Land Development and Planning Services <ul style="list-style-type: none"> ▪ Intermunicipal Development Plan (<i>joint agreement</i>). 7. Other Services <ul style="list-style-type: none"> ▪ Community support – <i>Drayton Valley & District Family and Community Support Services</i>. ▪ Senior Housing Services (<i>Alberta Mortgage and Housing Cooperation</i>). ▪ Community School Resource Officer (<i>Wild Rose School Division No. 6</i>).

▼ **TABLE 3. SERVICES BEING PROVIDED BY A THIRD PARTY TO EACH MUNICIPALITY:**



Drayton Valley	Brazeau County
<ul style="list-style-type: none"> ▪ Ambulance Services by Associated Ambulance – <i>Alberta Health Services</i> ▪ Adult Education – <i>Norquest College</i> ▪ Community Adult Learning Program – <i>Drayton Valley & District Community Learning Association</i> ▪ Community protective services – <i>RCMP</i> ▪ Emergency Public Warning System – <i>Government of Alberta</i> ▪ Cardium Region Victim Services – <i>Government of Alberta, RCMP, and Victim Services Alberta</i> ▪ Resources for physical, psychological and sexual violence – <i>Pembina Crisis Connection Society</i> ▪ Drayton Valley Hospital and Care Centre – <i>Alberta Health Services</i> ▪ Drayton Valley Community Health Centre – <i>Alberta Health Services</i> ▪ Building permits and inspections – <i>The Inspections Group</i> ▪ Subdivision applications – <i>West Central Planning Agency</i> ▪ Landfill services for non-hazardous waste material – <i>Aspen Waste Management c/o GFL Environmental Inc.</i> ▪ Material recovery facility – <i>Aspen Waste Management c/o GFL Environmental Inc.</i> ▪ Waste collection – <i>CAN PAK Environmental Inc.</i> ▪ Recycling collection – <i>CAN PAK Environmental Inc.</i> ▪ K-12 Education – <i>Wildrose School Division, Star Catholic School Division</i> ▪ K-9 Education – <i>Drayton Christian School</i> ▪ Pre-school – <i>Drayton Valley Playschool, Wildrose School Division</i> 	<ul style="list-style-type: none"> ▪ Minor and major repairs to the Waste Transfer Stations – <i>Aspen Waste Management and Brazeau County</i> ▪ Non-hazardous garbage collected at the Waste Transfer Stations – <i>Aspen Waste Management</i> ▪ Recycling services at the Waste Transfer Stations – <i>Aspen Waste Management</i> ▪ Environmental policy research and education organization – <i>The Pembina Institute for Appropriate Development</i> ▪ Community protective services – <i>RCMP</i> ▪ Cardium Region Victim Services – <i>Government of Alberta, RCMP, and Victim Services Alberta</i> ▪ Drayton Valley Hospital and Care Centre – <i>Alberta Health Services</i> ▪ Drayton Valley Community Health Centre – <i>Alberta Health Services</i> ▪ Drayton Valley Mental Health Centre – <i>Alberta Health Services</i> ▪ Breton Health Centre – <i>Alberta Health Services</i> ▪ Animal Control – <i>Grandeé Kennels</i> ▪ Emergency Public Warning System – <i>Government of Alberta</i> ▪ Emergency Medical Services – <i>STARS</i> ▪ Theatre education – <i>River Valley Players Association</i> ▪ Library Access – <i>Breton Municipal Library</i> ▪ Shelterbelt Tree nursery information – <i>HELP International, Prairie Tech Propagation, Tree Time</i> ▪ Family and parenting resources – <i>Brighter Futures Family Resource Society</i> ▪ Mental health resources for students, families and community members – <i>Aim for Success</i> ▪ Community outreach and foster care services – <i>McMan Youth and Family Supports</i> ▪ Hands-on modelling of good parent behavior – <i>Evergreen Parent Link Centre</i> ▪ K-12 education – <i>Wildrose School Division, Star Catholic School Division</i> ▪ Pre-schools – <i>Foundations Pre-Kindergarten, Drayton Valley Pre-school, Little Angels Catholic Pre-school, Breton Playschool</i> ▪ Early Childhood Development Centre – <i>Drayton Valley</i> ▪ Childcare – <i>Dragonfly Family Day Home Agency Ltd</i> ▪ Community support – <i>Breton Family and Community Support Services</i> ▪ Rat control – <i>Government of Alberta</i> ▪ Sustaining of agriculture, wildlife and natural spaces – <i>Alternate Land Use Services</i> ▪ Gas services – <i>Evergreen Gas Co-Op, EPCOR</i> ▪ Power services – <i>Fortis, EPCOR</i>



	<ul style="list-style-type: none"> ▪ Brazeau Sports Park facilities – <i>operated and maintained by the Drayton Valley Slo Pitch League and the Drayton Valley and District Soccer Association</i> ▪ Ease of access for businesses – <i>BizPal</i> ▪ Building, plumbing, sewer, gas, heating and ventilation, and electrical permits – <i>through third parties approved by Alberta Municipal Affairs</i>
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3. EXISTING SHARED SERVICE AGREEMENTS



▼ TABLE 4. EXISTING SHARED (INTERMUNICIPAL) SERVICE AGREEMENTS PROVIDED BY THE MUNICIPALITIES.



This is only a synopsis of the agreements and does not replace any agreements. Please refer to the documents in Appendix A for more detailed information.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Transportation 	Memorandum of Agreement: Transportation Networks and Storm Management Infrastructure	<ul style="list-style-type: none"> To determine responsibility of the transportation network, walkways, and storm management in the 'fringe area' defined by the 2001 Intermunicipal Development Plan. Terms and responsibilities listed in detail for the: <ul style="list-style-type: none"> <u>Transportation Network</u> Existing and future boundary roadways. <u>Walkways</u> Jointly develop a conceptual plan for a network of walkways to enhance pedestrian and cyclist infrastructure. <u>Storm Management</u> Jointly develop and implement storm drainage management plan for the fringe area. 	Joint	<ul style="list-style-type: none"> <u>Transportation Network</u> Each roadway will be addressed on its own merits; cost sharing of capital upgrades reviewed and negotiated, refer to Article 2.2(c). <u>Walkways</u> Maintenance, construction, and other capital costs to be funded by each municipality individually. <u>Storm Management</u> Cost sharing to be reviewed and negotiated, refer to Article 2.2(c). 	June 25, 2002	Cancelled with mutual consent of both parties.	<ul style="list-style-type: none"> Elements of this agreement are to be extracted and reworked: <ul style="list-style-type: none"> The municipalities are to create a Transportation Master Plan between 2022 and 2024 which would address the Transportation Network and Walkways components. The municipalities are to rework Storm Management into a comprehensive Water and Waste Water agreement.
Water and Wastewater 	River Ridge Area Structure Plan Agreement (ASP). <i>*ASP located in the County</i>	<ul style="list-style-type: none"> The Town to provide sanitary sewer services to the River Ridge ASP. 	The Town	<ul style="list-style-type: none"> Developer to pay Town a one-time 'sewer lot levy' fee. User charges for each property payable to the Town. 	October 2, 1991	Applicable for 20 years from the date in which it went into effect or if mutually agreed to extend it.	<ul style="list-style-type: none"> This agreement is to be extended due to the underdevelopment of River Ravine (formerly River Ridge). Should the service area and/or the investment in infrastructure change, the levies should be revisited. This is to be done as part of an annual review to ensure completeness and compliance.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Water and Wastewater 	Waterline Agreement	<ul style="list-style-type: none"> Extension of the existing waterline to serve areas within the Town and in areas of the County adjacent to the Town. The waterline to be maintained and repaired by the County after construction is complete. The Town is authorized to collect monthly water charges from the residents of the County who have made a connection to the water line. 	The County	<ul style="list-style-type: none"> Town is responsible for repayment to the County for 50% of the total construction cost, with the repayment due no more than five years after the final cost is determined. 	July 10, 1996	Completion of waterline, payments from Town to County.	<ul style="list-style-type: none"> All provisions have been fulfilled. To be dissolved upon approval from both Councils.
Water and Wastewater 	Memorandum of Agreement for Supply of Water & Sanitary Sewer Services	<ul style="list-style-type: none"> The Town to provide water and sanitary sewer services for the surrounding County 'primary service area'. Both municipalities to jointly develop long-range infrastructure plans and engineering design standards and specifications for water and sanitary sewer. <u>Water Supply Service</u> <ul style="list-style-type: none"> The Town is responsible for operation and maintenance of the water treatment and distribution, all customer service-related issues, and for collecting monthly water usage fees. The County is responsible for collecting connection fees, and the design, construction, financing and maintenance of the west reservoir and pumping station. Both agree to endorse a water conservation program, with cost-sharing based on the water volume consumed. 	The Town	<ul style="list-style-type: none"> The Town and the County to share 50-50 the costs of developing a long-range infrastructure plan and engineering design standards. The County to collect connection fees for the water main and sanitary line, payable to the Town. The Town to accept monthly payment from County residents in the 'primary service area'. 	May 2, 2002	Water and sanitary connection fee in effect until December 31 st , 2006, now reviewed yearly by the Town.	<ul style="list-style-type: none"> This agreement to be reviewed once the IDP between the municipalities is complete to determine if the boundaries of the agreement should be adjusted. Stormwater Management to be added to this agreement in the future to create a comprehensive Water and Waste Water agreement.


Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> ▪ <u>Sanitary Sewer Service</u> <ul style="list-style-type: none"> - The Town is responsible for the operation and maintenance of the sewer treatment and collection, all customer service-related issues, and for collecting monthly sanitary sewer usage fees. - The County is responsible for the design, construction, financing and future maintenance of a new sewer trunk line and/or sewer lift station facility if exclusively needed for the 'primary service area'. - Both agree to endorse and initiate an infiltration study and implement an inflow reduction program, with cost-sharing based on the water volume consumed. 					
Emergency Services 	911 Emergency Services Agreement	<ul style="list-style-type: none"> ▪ Emergency Services Agreement. ▪ The Town and County jointly own the 911 Emergency Dispatch Equipment. ▪ The County operates and maintains 911 dispatch equipment. ▪ The Town and County agree to cost share the costs of providing 911 Emergency Dispatch Service to the County and the Town in accordance with this Agreement. ▪ The Parties agree to cost sharing of the 911 Dispatch System installation, the annual and repair costs for the system, annual operating costs, and any necessary upgrades to the system. 	The County	<ul style="list-style-type: none"> ▪ The Town pays the County 50% of the costs for: <ul style="list-style-type: none"> - Installation, annual maintenance and repairs; - Upgrades as deemed necessary; - Insurance, licenses & claims; - Professional & general services. ▪ The Town pays the County annual operating costs based on per capita amount. 	April 19, 2013	Ongoing <i>*1-year notice.</i>	<ul style="list-style-type: none"> ▪ To be moved to a compressive Fleet Services agreement. ▪ To be updated to clarify review and reporting conditions, and to add regional emergency communication protocol. ▪ Should be reviewed and updated annually with regards to the key parameters.




Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> Agreement to have Parkland County deliver 911 Dispatch services to specific areas outlined in the agreement 					
Emergency Services 	Automotive Services	<ul style="list-style-type: none"> The County Public Works Department to maintain, inspect and repair as required the Town's emergency services vehicles, and to provide documentation of the services to the Town. 	The County	<ul style="list-style-type: none"> The County charges the Town hourly in 30-minute intervals for time spent on Town's vehicles; invoiced monthly and due 30 days after invoice date. 	March 1, 2010	Ongoing <i>*30-days after notice of termination.</i>	<ul style="list-style-type: none"> To be updated to clarify review and reporting conditions. Should be reviewed and updated annually with regards to the key parameters. Definitions to be added to allow for in-year modifications.
Emergency Services 	Joint Fire Service	<ul style="list-style-type: none"> Cost sharing of a joint firefighting operation. The County is the owner of certain firefighting equipment that is stored in the Town for joint firefighting purposes. There is a separate agreement for capital cost sharing of equipment. The Town agrees to make the services of its Fire Department available for the purpose of operating the Fire Fighting apparatus and fighting fires in the County and the Town. The Town to provide fire reports and investigation reports within one week of each fire call, monthly summary reports, and annual reports. 	The Town	<ul style="list-style-type: none"> The County pays 50% of the Town fire operations, less 50% of all revenue generated, exclusions to this are included in Schedule 'A' 1-4. The Town pays the fire department members rates jointly agreed upon. 	August 23, 1989	Agreement is replaced by updated Joint Fire Services Agreement (<i>November 6, 2018</i>)	<ul style="list-style-type: none"> This agreement has been replaced by the updated Joint Fire Service Agreement (November 6th, 2018). To be dissolved upon approval from both Councils.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Emergency Services 	Joint Fire Service	<ul style="list-style-type: none"> Cost sharing of a joint firefighting operation between the municipalities. The equipment and services from both municipalities are available to the region. The Fire Chief is responsible for the deployment of equipment and services in the region. Each municipality remains the owner of their facilities, equipment, and capital assets. 	Joint	<ul style="list-style-type: none"> The County is responsible to pay 100% of all its operating costs for facilities, equipment, and services located within the County. The County is to pay 50% of the operating costs for the Town's facilities, equipment, and services, and the firefighters that are located within the Town. The Fire Chief is to reconcile the amount paid by the County each year against the actual operating costs and make adjustments when required. 	November 6 th , 2018	December 31, 2019 <i>(unless renewed for an additional 2-year period)</i>	<ul style="list-style-type: none"> No future action anticipated.
Recreation 	Recreation and Culture Cost-Sharing Agreement	<ul style="list-style-type: none"> The Town and the County agree to operating costs of providing facilities and services, at consistent user fees for residents from both municipalities. Each party is to submit the annual operating budget to the other party by October 31 for the next year. No party will expect the other party to pay for Capital costs within this agreement; a separate agreement will have to be entered into. Each municipality operates and maintains the facilities to an acceptable standard, in an efficient and cost-effective manner, and with due regard to the facility management principles. Each municipality is to retain ownership of its facilities, capital assets and any equipment purchased. 	Joint	<ul style="list-style-type: none"> The County pays the Town an annual contribution of \$872,364 (for 2015), split into quarterly payments, thereafter multiplying this cost by the consumer price index for Alberta. The Town pays the County an annual contribution of \$9,222, split into quarterly payments (for 2015), thereafter multiplying this cost by the consumer price index for Alberta. The parties agree to share the operating costs of jointly owned facilities based off of the ownership percentage. 50 – 50% cost share of: <ul style="list-style-type: none"> Omniplex Parks Valley Pool 4-S Skate Park Splash Park MacKenzie Conference Centre Brazeau Sports Park Drayton Valley 'Class A' Sports Fields (soccer pitches – West Valley Park and Park 	September 15, 2015	Initial expiry date of December 31, 2017, with an automatic renewal for a 3 year-term after formal review (outlined in the agreement) or 1-year notice. <i>*Must go through dispute resolution prior to early termination.</i>	<ul style="list-style-type: none"> This agreement has been replaced by an updated Recreation and Culture Cost-sharing agreement (January 1st, 2019). To be dissolved upon approval from both Councils.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
				Place; ball diamonds – West Valley Park) - Two Tennis Courts (Rotary Park, Hospital)			
Recreation 	Recreation and Culture Cost-Sharing Agreement	<ul style="list-style-type: none"> ▪ The Town and the County agree to operating costs of providing facilities and services, at consistent user fees for residents from both municipalities. ▪ Each party is to submit the annual operating budget to the other party by October 31 for the next year. ▪ No party will expect the other party to pay for Capital costs within this agreement; a separate agreement will have to be entered into. ▪ Each municipality operates and maintains the facilities to an acceptable standard, in an efficient and cost-effective manner, and with due regard to the facility management principles. ▪ Each municipality is to retain ownership of its facilities, capital assets and any equipment purchased. 	Joint	<ul style="list-style-type: none"> ▪ The County to pay the Town an annual contribution of \$1,036,000.00 towards the Town's net operating costs. ▪ The Town to pay the County an annual contribution of \$4,845.00 towards the County's net operating costs. 	January 1, 2019	December 31, 2019 <i>*Will be automatically renewed provided the municipalities have conducted a formal review.</i>	<ul style="list-style-type: none"> ▪ No future action anticipated.
Other Services 	Settlement Agreement (Annexation)	<ul style="list-style-type: none"> ▪ Areas identified in Schedule 'A' of agreement are considered the 2010 Annexation Area and are annexed from the County to the Town. ▪ Effective January 1, 2011. 	The Town	<ul style="list-style-type: none"> ▪ The Town to pay the County for any verifiable expenses for the 2010 Annexation Area. ▪ The Town to pay the County \$2,550,553.00 for Coulee Road. 	January 1, 2011	January 1, 2061 or when Town's population reaches 19,362	<ul style="list-style-type: none"> ▪ No future action anticipated.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Other Services 	Intermunicipal Cooperation Agreement	<ul style="list-style-type: none"> ▪ Framework of relationship for <ol style="list-style-type: none"> 1. Planning and development services; 2. Economic development; 3. Recreational services and facilities; 4. Water and wastewater services and infrastructure. 	N/A	<ul style="list-style-type: none"> ▪ Per section 2.5.c. all costs for the provision of shared services should be shared equitably between the Town and the County. 	March 31, 2011	Ongoing <i>*Formal review of the agreement every 5-years (2016, 2021, etc.).</i>	<ul style="list-style-type: none"> ▪ Overly general agreement and similar function as this ICF. To be dissolved upon approval from both Councils.
Other Services 	Annexation Settlement Agreement (ASA) and Memorandum of Understanding Implementation Plan	<ul style="list-style-type: none"> ▪ Implementation plan for the Annexation Settlement Agreement (ASA) to demonstrate that the County and the Town are committed to implementing the (ASA) and the Memorandum of Understanding (MOU). ▪ Respect for the Protocol of Principles adopted by both Councils. ▪ Collaborative development of the implementation plan. ▪ Adoption of the implementation plan by both Councils. ▪ Development of an implementation team. ▪ Development of four separate sub-teams: recreation, water/wastewater; land use, and economic development teams. ▪ Goals, timelines, and agreements are outlined for: implementation milestones, the implementation plan, the communication strategy, the evaluation and monitoring, and risk management. 	Joint Sub-teams to be led as follows: <ul style="list-style-type: none"> ▪ Recreation team – Town ▪ Water/ wastewater team – County ▪ Land use team – County ▪ Economic Development team – County 		December 7, 2010	Completion of the annexation process.	<ul style="list-style-type: none"> ▪ This agreement has been fulfilled. ▪ To be dissolved upon approval from both Councils.


Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Other Services 	Cost Sharing Agreement (for public services, facilities, etc.)	<ul style="list-style-type: none"> Cemetery – the parties will share equally the capital costs of improvements planned at the cemetery in 1995/96. Recreation Facilities (Omniplex, Pool) – cost share annual operational subsidies based on M.D. (County) users. Parks + Roadway System – recognize that there is mutual use by residents of both municipalities. Library – see library agreement. Airport – recognized as a community asset. Fire Services – consideration of a Regional Fire Service and a Fire Chief for the entire district. Economic Development – Will continue to work under the Brazeau Initiatives Growth group (in partnership with Breton, also). Joint M.D. (County) and Town Lands – entrance of South 50th Street; the County will authorize the Town the freedom to develop this area. 	The Town	<ul style="list-style-type: none"> Costs will be the same for the Town and County residents for plots, opening, and closing fees. Cost share annual operational subsidies; The M.D. (County) will contribute \$500,000 towards the construction of the Omniplex; annual budget to be approved by both parties. Pay for facilities and road systems in respective jurisdiction. County will pay for operational subsidies based on number of County users (see Library Agreement). County will share operational deficits on equal basis; capital costs to be approved by Councils prior to construction; annual operating budget to be approved by both Councils in advance. *Funding unclear. Monthly approved budgets for the Brazeau Initiatives Growth Group Town must pay for all related operating and capital costs. 	July 11, 1995	<p>Ongoing</p> <p><i>*1-year notice sent to the office of the other party by registered mail.</i></p>	<ul style="list-style-type: none"> The cemetery should be addressed in a separate agreement to ensure all related issues can be clearly addressed as there are differences of opinion from the municipalities. The recreation facilities are addressed through the Recreation and Culture Cost-sharing Agreement (2019). The parks + roadway system would be better addressed in the comprehensive Transportation Agreement. As there is interest from a third party to operate and maintain the airport, there will need to be an agreement to share costs and revenues based off of contributions. This could be a separate agreement or part of a new “Economic Development” agreement. The fire services provisions have been addressed in the updated Joint Fire Services Agreement. Economic development should be addressed in a separate agreement as there are different perspectives on how to share cost and revenues. The Joint M.D. and Town lands provision has been fulfilled and can be removed. Overall, this agreement is too general and is to be dissolved upon approval from both Councils.


Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Other Services 	Drayton Valley and District Historical Society	<ul style="list-style-type: none"> Maintenance and ground-up keep of the Museum. 	The Town	<ul style="list-style-type: none"> 50-50 cost sharing up to \$16,000/ municipality. Additional funding is born by the Town unless written consent from the County prior to the start of work. 	January 1, 2016	December 31, 2016	<ul style="list-style-type: none"> This is a duplicate agreement and is to be dissolved/removed upon approval from both Councils.
Other Services 	Ground-up keep for the Drayton Valley and District Historical Society (Museum)	<ul style="list-style-type: none"> Monies used for maintaining the Museum property. 	The Town	<ul style="list-style-type: none"> The County to provide up to \$16,000 to the Town for funding for Museum maintenance. 	May 1, 2017	December 31, 2017	<ul style="list-style-type: none"> This is a duplicate agreement and is to be dissolved/removed upon approval from both Councils.
Other Services 	Historical Society Maintenance and Operations Agreement	<ul style="list-style-type: none"> Operations and maintenance and ground-upkeep of the Museum. 	<ul style="list-style-type: none"> Between the Town and County referred to as the "Joint Municipalities" and the Drayton Valley and District Historical Society ("the Society"). 	<ul style="list-style-type: none"> Museum grounds owned by the Town. The Joint Municipalities shall each provides an operating contribution of \$25,000 to the Drayton Valley and District Historical Society to be used for the following: <ul style="list-style-type: none"> Grass mowing, trimming, lawn care of the museum grounds; Planting. Maintenance of all flower beds; Maintenance of all structures and equipment located on the Museum grounds; Payment of all utilities associated with the Museum grounds and structures; Recruitment and retention of all necessary staff to operate the Museum and related services; and Expenditures associated with operating and staff the Museum and its services The Joint Municipalities shall work with the Society to identify major capital needs. The Society agrees that both municipalities are not 	January 1, 2020	December 31, 2020	<ul style="list-style-type: none"> The Joint Municipalities and the Society shall enter into a new agreement for any extended period of time, following the completion of this term and a review of the performance of the agreement.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
				responsible to cover the cost of any materials, supplies, labour, contracted services, or equipment for capital projects, unless prior written approval has been granted by the Joint Municipalities.			
Other Services 	Joint Ownership Agreement (of Eleanor Pickup Arts Centre -- EPAC)	<ul style="list-style-type: none"> ▪ The Town and the County have joint ownership of the EPAC which is leased, operated and maintained by the EPAC society. ▪ The municipalities are to hold a Joint Council meeting once a year to discuss matters relating to the joint ownership and the operation of the Arts Centre. ▪ The municipalities are committed to provide financial support, supporting the use, operation, maintenance and repair of the lands. ▪ Management Committee is the CAOs of each municipality or their designates. 	Joint	<ul style="list-style-type: none"> ▪ Contributions are set-forth in Section 5, per amounts previously invested and amounts owing at the date of the agreement. ▪ Agreement that any additional contribution must be matched contemporaneously dollar for dollar by the other Joint Owner. 	April 23, 2015	June 1, 2020 (on or near) to determine the relevance of the agreement or if there is a triggered purchase or if there is an offer to purchase the land.	<ul style="list-style-type: none"> ▪ To be reviewed prior to June 2020 to determine the future of this agreement.
Other Services 	Drayton Valley and District Family and Community Support Services (FCSS) Cost Sharing Agreement	<ul style="list-style-type: none"> ▪ Municipalities to provide for the establishment, administration and operation of a Family and Community Support Services (FCSS) Program. ▪ The FCSS community board consists of seven appointed members: <ul style="list-style-type: none"> - One from Town Council - One from County Council - One appointed from the Crossroads Region Child and Family Services Authority Board - Four members of the community, representing the County, the Town, Seniors, and Youth. 	The Town	<ul style="list-style-type: none"> ▪ FCSS budget will be approved yearly by the Town's Council. ▪ The County will allot 2/3 of its total FCSS funding to the DV and District FCSS. ▪ The County will pay 20% of its portion, 80% to be contributed by the Provincial Government. ▪ Payment is due on or before the 30th day of January, April, July, and October every year. 	September 9, 1998	Ongoing <i>*May be terminated on December 31st of any year should either party give notice by May 1 of that same year.</i>	<ul style="list-style-type: none"> ▪ The community service directors from both municipalities are to review the agreement to determine whether it needs to be revised.






Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> Budget to be determined by the FCSS Program Manager, delegated by Town Council. Overall FCSS budget to be approved yearly by the Town's Council. 					
Other Services 	Library Cooperative Agreement	<u>The Town:</u> <ul style="list-style-type: none"> To provide the County residents the same access as the Town residents to the Library; To operate the Library in accordance to the <i>Libraries Act</i>; To notify the County prior to any service changes; Provide the County by June 30th with the library's: current operating budget, a copy of the financial audit for the previous year, membership statistics for the previous year, and circulation statistics for the previous year; By August 31, provide the County with the plan of service for the following year; Is solely responsible for maintaining adequate property and liability insurance. 	The Town	<ul style="list-style-type: none"> The County to pay the Town amounts outlined in article 3, section 3.1-3.5. Capital funding to be addressed in a separate agreement. 	October 17, 2017	December 31, 2018 <i>*unless renewal is agreed upon</i>	<ul style="list-style-type: none"> No future action anticipated.
Other Services 	Protocol of Principals	<ul style="list-style-type: none"> Principles for the interest of enhancing inter-municipal relations. 	Joint	<ul style="list-style-type: none"> No funding required. 	February 24, 2010	Ongoing	<ul style="list-style-type: none"> This agreement is overly general and similar purpose as an ICF. To be dissolved upon approval from both Councils.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Other Services 	Sand and Salt Storage Shelter Joint Use Agreement	<ul style="list-style-type: none"> The Town and the County were the joint recipients of a Municipal Grant for the construction of a salt and sand shelter. The Town and the County want to transfer all legal and beneficial ownership of the shelter to the County, but still jointly using the shelter for their respective sand and salt. The County to purchase 47.17% of the investment from the Town. The County to permit Town to continue using the Shelter. The Town is to pay the County annually for a share of the maintenance and operating costs of the Shelter, proportional to the Town's use (based on the weight stored by the Town). 	The County	<ul style="list-style-type: none"> The Town pays the County a share of maintenance and operating costs to the Shelter, proportionate to the Town's use. The County to pay the Town \$215,554.98 to be the sole owner of the lands/ shelter. 	March 15, 2006	Terminated at any time upon agreement of both parties, or within 90 days of written notice to the other party.	<ul style="list-style-type: none"> Provisions to be extracted and reworked as a part of a comprehensive Public Works agreement.
Other Services 	Joint Snow Removal Agreement	<ul style="list-style-type: none"> The Town and the County will work together for more efficient snow removal on the respective municipality's roads as per maps outlined in agreement. 	<p>The County for areas outlined in the map.</p> <p>The Town for areas outlined in the map.</p>	<ul style="list-style-type: none"> The Town to invoice the County \$361.47 for each snow removal. The County to invoice the Town \$1,601.92 for each snow removal. 	January 2, 2016	December 31, 2017	<ul style="list-style-type: none"> This agreement to be reviewed and updated once the IDP between the municipalities is completed to determine if the boundaries should be adjusted. Provisions to be extracted and reworked as a part of a comprehensive Public Works agreement, at which time clear responsibilities from each municipality should be outlined, in addition to provisions for an annual review to ensure that the agreement stays relevant.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Other Services 	Weed Inspection Services	<ul style="list-style-type: none"> ▪ The County to make available to the Town the County's Weed Inspectors: <ul style="list-style-type: none"> - Provide prohibited noxious weed and noxious weed inspection services throughout the Town; - Advise landowners on control options; - Inspect and provide weed control options on public lands and waste areas; - Provide training and assistance in weed identification and control options; - Conduct spot checks of any weed problems within the Town. ▪ The County is not responsible for any enforcement. ▪ Services are from June 1 to October 31. ▪ The County shall <ul style="list-style-type: none"> - appoint qualified inspectors to provide the services, giving the Town the names of the inspectors no later than May 1 of each year; - Supervise the inspectors, public relation tools, resources, equipment, and support for the inspectors to perform their appointment; and - provide budgeting estimates to the Town by September 30. ▪ The Town shall: 	The County	<ul style="list-style-type: none"> ▪ County will invoice the Town at the rate of \$130.00/hour + GST, payable by the Town within 30 days of the invoice. 	April 1, 2016	December 31, 2018	<ul style="list-style-type: none"> ▪ The administrations of the municipalities are to review the provisions of this agreement within the first quarter of 2019. ▪ The agreement is to be updated: <ul style="list-style-type: none"> - for better clarification and adding narrative to support bylaw enforcement; - to define the scope of services and associated costs; and - to define reporting mechanisms from the County to the Town.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> - appoint the inspectors named by the County as the Town's inspectors by June 1; - by April 15th the Town must provide electronic access to the County to the Town's base map and tax roll for landowner identification purposes; and - the Town shall accept, and record weed related complaints, forwarding them to inspectors via email. 					
Solid Waste 	Realignment Agreement	<ul style="list-style-type: none"> ▪ Termination of the joint legal and beneficial owners of the Aspen Waste Management Authority, effectively terminating the authority agreement and financing agreement. 	Joint	<ul style="list-style-type: none"> ▪ Payment obligations by both municipalities upon closing of the agreement. 	Effective date: December 31, 2005	No expiry as agreement came to close on the effective date.	<ul style="list-style-type: none"> ▪ No future action anticipated.

▼ **TABLE 5. EXISTING SERVICE AGREEMENTS PROVIDED BY THIRD PARTY:**

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date
Emergency Services 	911 Emergency Services Agreement	<ul style="list-style-type: none"> ▪ Parkland County delivers 911 dispatch services. 	The County	<ul style="list-style-type: none"> ▪ Each municipality pays their share based on per capita amount. 	April 19, 2003	Ongoing <i>*1-year notice</i>
Emergency Services 	Joint Municipality Fire Quality Management Plan (QMP)	<ul style="list-style-type: none"> ▪ The Town, the County and the Village of Breton are responsible for administration, effectiveness, and compliance for the QMP. 	Joint	<ul style="list-style-type: none"> ▪ Each municipality is responsible for the collection of the permit fees and remittance to the Safety Codes Council 	June 9, 2010	Ongoing <i>*Annual review</i>
Other Services 	Community School Resource Officer Agreement (CSRO)	<ul style="list-style-type: none"> ▪ The Town, the County, and Wild Rose School Division No. 66 wish to have a CSRO from the Drayton Valley RCMP detachment working within the school system, specific duties outlined in 1.3. 	The Town	<ul style="list-style-type: none"> ▪ County's share: 33.33%; plus \$5,000.00 contribution ▪ Town's share: 33.33%; plus \$5,000.00 contribution ▪ Wild Rose School Division share: 33.33%; less \$10,000.00. 	January 3, 2016	Ongoing <i>*1-year notice</i>
Other Services 	Regional Communication Protocol	<ul style="list-style-type: none"> ▪ The County, the Town and the Village of Breton agreement to enhance cooperation and communication. ▪ Inter-municipal Cooperation is to meet quarterly. ▪ Inter-municipal Cooperation Steering Committee. 	Joint	<ul style="list-style-type: none"> ▪ N/A 	March 5, 2015	Ongoing <i>*6-month notice</i>
Other Services 	<i>Senior Citizen Housing Act</i>	<ul style="list-style-type: none"> ▪ The County, the Town, The Village of Breton and the Alberta Mortgage and Housing Corporation provide low rental accommodation for senior citizens. 	Joint	<ul style="list-style-type: none"> ▪ Each municipality to pay their proportionate share. 	January 16, 1990	

4. FUTURE SERVICES

4.1 FUTURE SERVICES TO BE PROVIDED INDIVIDUALLY BY EACH MUNICIPALITY:

Neither Municipality is looking to develop new services for their municipalities. It is anticipated that moving forward each Municipality, through Joint Council sessions, will update the other respective Council of new services that they are seeking to provide on an individual basis.

4.2 FUTURE SERVICES TO BE PROVIDED INTERMUNICIPALLY BY THE MUNICIPALITIES:

Both Municipalities are in agreement that the existing intermunicipal services provided are sufficient; however, they have indicated that certain agreements may be dissolved or amended, and their provisions potentially added to more comprehensive agreements. Such agreements could include:

Transportation Network Agreement – This agreement may extract provisions from the current *Memorandum of Agreement: Transportation Networks and Storm Management Infrastructure* which relate to the intermunicipal transportation network and walkways. This agreement is to be added once the municipalities have a Transportation Master Plan, scheduled for completion between 2022 and 2024.

Waste and Waste Water Agreement – This agreement may extract provisions from the current *Memorandum of Agreement: Transportation Networks and Storm Management Infrastructure* which relate to the intermunicipal storm water management. These provisions would be integrated with the provisions from *Memorandum of Agreement for Supply of Water & Sanitary Sewer Services*, and together they would form a comprehensive Waste and Waste Water agreement.

Public Works Agreement – This agreement may extract provisions from the current *Sand and Salt Storage Shelter Joint Use Agreement* and the *Joint Snow Removal Agreement* to form a comprehensive Public Works agreement.

Animal Control – This agreement may enable the Municipalities to jointly pursue services relating to the protection and control of animals.

Library – This agreement may extract provisions from the existing *Library Cooperative Agreement* to intermunicipally provide library services to residents.

Economic Development – This agreement may enable the Municipalities to jointly pursue economic development initiatives to attract, retain, and support businesses within the region.

ECDC Early Childhood Development Centre (daycare) – This agreement may seek to jointly offer childcare services at the ECDC to residents of both Municipalities.

Recreation Facilities – This agreement may extract provisions from the *Recreation and Culture Cost-Sharing Agreement* relating to the operation, maintenance and/or expansion of recreation facilities that benefit and service residents from both Municipalities. Capital expenditures will be negotiated on a case-by-case basis and consistent with the needs of both municipalities.

4.3 FUTURE SERVICES TO BE PROVIDED INTERMUNICIPALLY BY A THIRD PARTY:

Both Municipalities are in agreement that existing third-party services provided are sufficient and have not identified any future third party services. Discussion on identifying any new potential area for third party services that are not already being carried out would be discussed through Joint Council sessions.

The following guidelines are to be used whenever there is an agreement being revised, updated, or developed between the Town and the County:

1. All agreements should be developed based on ‘goodwill’, with collaborating efforts geared towards mutual benefit;
2. Consistency in the language and format of the document;
3. Funding provisions should be clearly defined;
4. Clauses should be included for reviewing and updating the agreement;
5. Notification and consideration on budget timelines;
6. Timely reporting of Council outcomes pertaining to the agreement to the other municipality;
7. Protocol for the purchase of capital assets, including notification prior to the purchase and yearly budget considerations for such purchases;
8. Pre-defined metrics on performance that are kept up-to-date and provided to the other municipality in a timely manner;
9. Transparency on where the pre-determined budget has been spent and the allocation of resources;
10. Clearly identifying the objective and benefit to both municipalities’ ratepayers through areas of collaboration; and
11. Clear definitions for land acquisitions and/or land impacts.

5. IMPLEMENTATION

For the purpose of clarity and consistency, the following definitions are to be used when interpreting the provisions in the following sections:

Shall

indicates that actions are mandatory.

Should

indicates direction to strive to achieve the outlined action but is not mandatory.

May

is discretionary, meaning the policy in question can be informed if the municipalities choose to do so. This is typically dependent on context and individual circumstances.

5.1 INTERMUNICIPAL COOPERATION

In order to provide a consistent approach for intermunicipal discussion between administrations, Joint Council gatherings will be necessary to allow formal communication between municipalities and serve as a forum to address any intermunicipal issues/disputes that may arise. The Council’s will be responsible for facilitating ongoing communication, review and sharing of information with respect to administering the ICF.

OBJECTIVE:

1. To establish the means to consistently monitor the ICF, make decisions related to administering the ICF, and act as a forum for discussion on intermunicipal issues.

POLICIES:

5.1.1 The Intermunicipal Collaboration Framework **shall** be adopted by Brazeau County and the Town of Drayton Valley in accordance with the *Municipal Government Act*.

5.1.2 If the Intermunicipal Collaboration Framework requires amendments or if there is an objection to the Framework by either municipality, an Intermunicipal Collaboration Framework Committee (ICFC) **shall** be established to review and discuss changes to the bylaw.

5.1.3 An ICFC **shall** be comprised of eight (8) members. The ICFC **shall** have an even number of members from each municipality. Two (2) members of Council, the two (2) CAOs, and four (4) members of Administration. An alternate member **shall** be assigned if any committee member cannot be in attendance.

5.2 DISPUTE RESOLUTION PROCESS

The intent of the dispute resolution process is to facilitate mediation and a resolution at the municipal (local) level before arbitration is utilized. This process is based on the assumption that each municipality will have differences of opinion and a resolution mechanism may be necessary. It is important that throughout the various processes of dispute resolution, all parties engaged to resolve disputes are mindful of and respect the rights of the private interests involved.

Any matters regarding dispute resolution which are not addressed specifically within this dispute resolution process shall be addressed per Part 17.2 Intermunicipal Collaboration of the *Municipal Government Act* or the Intermunicipal Collaboration Framework Regulation.

GOAL:

To create a process that allows for timely resolution of differences of opinion between municipalities in a way that is respectful of each other's interests and concerns and avoid potentially litigation or arbitration from occurring.

OBJECTIVES:

1. To adopt a dispute resolution process to address disagreements fairly and effectively.

2. To deal with conflict in a less adversarial and costly manner than traditional methods involving a third-party decision-maker such as arbitration or litigation, which may not address the long-term relationships of the municipalities.

POLICIES:

5.2.1 In the case of a dispute, the following process **shall** be followed:

- i. In the event that a dispute is identified, it is required that written notice is to be given to the adjacent municipality.

- ii. Administration from each municipality **shall** meet and attempt to resolve the dispute. If unable, the CAO's **may** attempt to resolve the dispute.
- iii. In cases where Administration and the CAO's cannot resolve the dispute an Intermunicipal Collaboration Framework Committee (ICFC) **shall** be established to review the dispute and attempt to negotiate a resolution.
- iv. In the event a resolution is not achieved by the thirtieth (30th) day following the first meeting of the ICFC, the dispute will then be referred to mediation. The services of an independent mediator will be retained, with the mediator to present a written recommendation to both Councils. The costs of the mediation **shall** be shared equally.
- v. The identified dispute **must** be resolved within six (6) months after written notice is given.
- vi. If the dispute has not been resolved within six (6) months after written notice is given, binding arbitration **shall** be utilized to resolve the dispute.
- vii. Should arbitration be necessary, both municipalities **shall** agree upon the arbitrator, or if they cannot agree, the Minister of Municipal Affairs **shall** choose the arbitrator. The cost of the arbitrator shall be shared equally between the parties.
- viii. Any and all decisions made by an arbitrator **shall** be binding to all parties.

5.3 REVIEW OF ICF

Per Section 708.32(1) of the MGA, *the Municipalities that are parties to a framework must review the framework at least every 5 years after the framework is created, or within a shorter period of time as provided for in the framework.*

OBJECTIVE:

1. To assist the ICF to remain relevant and adaptive to changing circumstances in the region including the election of new Councillors.

POLICY:

- 5.1.1 A full review of the ICF **shall** be completed within a year following a municipal election where new Councillor(s) are elected to either municipality. If new Councillor(s) are not elected to either municipality over a 4 (four) year timeframe, full review of the ICF **shall** be completed in the fifth (5th) year from the date of adoption of the ICF.
- 5.1.2 Notwithstanding the review period, the ICF **should** be updated with any new agreements upon adoption and included in Appendix A of this report.

6. FILING OF ICF

Per Section 708.33(4) of the MGA, once the municipalities have created a framework, the municipalities must notify the Minister of the framework within 90 days of creation.

Once both municipalities adopt the ICF by either bylaw or resolution, the Minister of Municipal Affairs shall be notified within 90 days of the adoption date.

7. INTERMUNICIPAL DEVELOPMENT PLAN

At the time of initiating this Intermunicipal Collaboration Framework, the MGA required the adoption of an Intermunicipal Development Plan (IDP) under Section 631 of the MGA prior to the framework being complete. As of January 1, 2020 this section of the MGA (section 708.3) has been repealed, and it is no longer a requirement to include a complete IDP as part of the ICF document. The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.

8. CONFIRMATION OF MATCHING BYLAWS ADOPTED BY EACH MUNICIPALITY

Per Section 708.33(1) of the MGA, municipalities must create a framework by either adopting a bylaw or resolution that contains the framework.

The intent of this requirement is to confirm that each municipality has indeed adopted the same ICF and is committed to complying with it.

9. DEFINITIONS

Joint – refers to both the Town of Drayton Valley and Brazeau County.

Intermunicipal Development Plan - means a plan adopted jointly by both Councils, in accordance with the requirements of Section 631 of the MGA.

Municipality – refers to one of either the Town of Drayton Valley or Brazeau County.

Municipalities – refers to the Town of Drayton Valley and Brazeau County collectively.

The County – refers to Brazeau County.

The Town – refers to the Town of Drayton Valley.

Utilities – refers to natural gas, sanitary, storm and water services, telephone/cable/internet and electricity.

Working Days – means Monday to Friday, excluding general holiday as outlined in the Government of Alberta’s employment standards.

*All other words or expressions shall have the meanings respectively assigned to them in the MGA, the Subdivision and Development Regulation, and the Alberta Land Use Framework.

APPENDIX A – Agreements





V3 COMPANIES OF CANADA, LTD.

SUITE 200, 9945 - 50 ST NW, EDMONTON, AB T6A 0L4 • PH: 780.482.3700 • FX: 780.423.3416 • V3CO.CA

Visio, Vertere, Virtute ... *the vision to transform with excellence*

January 29, 2020

Dear Alberta Municipalities:

Alberta is currently in a time of crisis. We are facing ongoing challenges in our Province's energy and agriculture sectors; tensions are rising, and western alienation continues to grow. Alberta is a place of innovation and opportunity—our Province has so much to offer to Canada and the world. Now is the time to make that clear.

Our municipality believes there is an opportunity at the upcoming Federation of Canadian Municipalities (FCM) Convention to promote Alberta to a national audience while contributing to improve inter-provincial relationships and enhanced prosperity.

We want to propose setting the stage to tell a truly Albertan story. Each municipality in our great province is unique and brings strengths to the collective table. This June, at the FCM Convention, let us showcase to the rest of Canada, the high level of competitiveness and diversity that flourishes in Alberta. We know Alberta as a destination for unique tourism, agriculture, and machine learning. Our Alberta is home to world-class post-secondary institutions and advanced manufacturing. We are a place of aviation, renewable energy, a highly skilled workforce, and solutions-based thinking. We are proud to say Alberta is also home to the most ethically-sourced traditional energy extraction projects in the world that help fuel our modern times. Let's tell our story.

We are reaching out to our fellow municipalities to gauge interest in being involved in an Alberta-focused reception at FCM. The purpose of the reception is to reframe the perspective others throughout our Country may have about Alberta.

During this two-to-four-hour event, brief educational presentations and entertainment would be available, as well as Alberta-sourced refreshments. We envision having notable Albertans attend the reception to share, from their perspectives, what makes this Province the most desirable place to be. Each participating municipality may also have the opportunity to showcase their community in a one-two minute video loop.

Sturgeon County's Council recently passed a motion to fund a portion of this event, up to \$10,000. We understand that these are tough economic times and that monetary contributions to this initiative will vary from municipality-to-municipality. We are of the firm belief, however, that this opportunity can be a success if we all band together.

With June quickly approaching, we are actively looking for partners. Sturgeon County respectfully requests that your municipality reply to this call-to-action, with details on how you may be able to participate in the planning and/or funding of the event. In addition to support from other municipalities, we are also turning to industry and the Government of Alberta to help progress this important initiative.

A small shift in one person's perspective can lead to significant change. Under one unified action, we can achieve our goal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alanna Hnatiw', with a long horizontal flourish extending to the right.

Alanna Hnatiw,
Mayor, Sturgeon County

Cc: Dane Lloyd, MP Sturgeon River-Parkland
Honourable Dale Nally, Associate Minister of Natural Gas
Shane Getson, MLA, Lac Ste. Anne-Parkland
Council, Sturgeon County
Reegan McCullough, CAO Sturgeon County

Resolution

Calling on All Levels of Government to Pursue Policies and Programs to Increase Employment and Economic Stability within Alberta

Brazeau County

WHEREAS Alberta unemployment rate is trending upward and remains above the national average;

WHEREAS consumer bankruptcies increased by 9.1% from November 2018 to November 2019;

WHEREAS citizen dependence on employment insurance in Alberta is on the rise;

WHEREAS consumer confidence is plunging due to sustained economic decline;

WHEREAS commercial bankruptcies are seeing a year over year increase since 2016;

WHEREAS rural crime due in part to increased unemployment has increased markedly since 2014;

WHEREAS self imposed bureaucratic environmental emergencies have resulted in actual corporate and personal financial crisis;

THEREFORE BE IT RESOLVED THAT an economic state of crisis be initiated requiring all levels of government to pursue policies and programs designed to get people back to work and to a financially sound footing.

BACKGROUND

Our resource based communities in Western Canada are facing unprecedented challenges due to many factors. Several of these factors connect our regions in our opinion. They are; the lack of awareness the majority of Canadians have about our respective situations, the indifference or lack of education of our federal government and the continual attacks that the radical environmental groups are using on our industries.

The result of these factors has one common outcome, and that is significant financial challenges for everyone who is reliant, either directly or indirectly, on these industries for their living. In our region of West Central Alberta, we're seeing every description of business impacted. Our charities, sports teams, and schools are directly feeling the impact of the efforts, or lack thereof in some cases, of the factors previously discussed.

Signed this 18th day of February 2020.

Reeve Bart Guyon
Brazeau County

DRAFT

ALBERTA
AGRICULTURE AND FORESTRY*Office of the Minister
MLA, Innisfail-Sylvan Lake*

JAN 27 2020

Bart Guyon
Reeve, Brazeau County
7401-Twp Rd 494 P.O. Box 77
Drayton Valley, AB T7A 1R1

Kara Westerlund
ASB Chair, Councilor Division 4
7401-Twp Rd 494 P.O. Box 77
Drayton Valley, AB T7A 1R1

Dear Reeve Guyon and Councillor Westerlund:

Thank you for your December 3, 2019, letter expressing your concern regarding payment to the Applied Research and Forage Associations.

The historic Agriculture Opportunity Fund (AOF), which these groups received, was a three-year agreement based on the Government of Alberta's fiscal year with prepayments made for the year's work ahead. In March 2019, the groups were provided a transition grant payment equivalent to their historic AOF annualized payment under the Canadian Agriculture Partnership (CAP) science and research programs for the 2019-20 fiscal year.

I am committed to science, research, and innovation for our producers. We, as a ministry, have increased access to funding for these groups through the CAP program by adding \$2 million to the Adapting Innovation Solutions in Agriculture program this fiscal year. The Applied Research and Forage Associations, as a group of twelve, have accessed over \$2.95 million and have project proposals requesting an addition \$3.1 million in project support.

Our government is committed to evaluating all of our programs to look for the most efficient and effective method to deliver benefits for all Albertans. As we progress into delivering on our promise of farmer-led research, we look forward to working with stakeholders and interested parties, like the Applied Research Associations, as well as municipalities to help guide the ministry on the best approach.

Sincerely,

Honourable Devin Dreeshen
Minister, Agriculture and Forestry

ROTARY HOUSE

Please join us in celebrating Rotary House and the services that are provided by the community organizations housed in this building. Since its inception, Rotary House has been a place where connections have been made and nurtured – connections with our community, our schools, our families and our many resources.

This success would not have been possible without your contribution.

Please join us:
Thursday February 27, 2020
2:00 – 6:00 pm
Rotary House
Refreshments and snacks.
Short Program 4:00 pm

For more information please call or email Sandy 780-898-5340
dfaunt@hotmail.com

Collectively, we make a difference in providing solutions to community needs.