



A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO CREATE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN THE TOWN OF RIMBEY AND PONOKA COUNTY.

WHEREAS

the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis and how services to be provided on an intermunicipal basis will be delivered and funded;

AND WHEREAS

Ponoka County and the Town of Rimbey share a common border,

AND WHEREAS

Ponoka County and the Town of Rimbey share common interests and are desirous of working together to provide services to their residents;

NOW THEREFORE

After due compliance with the relevant provisions of the Municipal Government Act RSA 2000, ch. M-26, as amended, the Council of the Town of Rimbey duly assembled enacts as follows:

**PART I - TITLE**

This Bylaw may be cited as the Intermunicipal Collaboration Framework Bylaw.

**PART II – INTERMUNICIPAL COLLABORATION FRAMEWORK**

That the Ponoka County – Town of Rimbey Intermunicipal Framework, dated February 2020, as attached and forming part of this Bylaw, be adopted.

This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act as amended.

**PART III - EFFECTIVE DATE**

AND FURTHER THAT this Bylaw shall take effect on the date of third and final reading.

READ a First Time in Council this 25 day of February, 2020.

Mayor Rick Pankiw

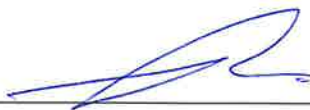
Chief Administrative Officer Lori Hillis



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CREATE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN THE  
TOWN OF RIMBEY AND PONOKA COUNTY.

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READ a Second Time in Council this 25 day of February 2020.

  
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Mayor Rick Pankiw

  
\_\_\_\_\_

Chief Administrative Officer Lori Hillis

UNANIMOUSLY AGREED to present this Bylaw for Third and Final Reading.

READ a Third Time and Finally Passed this 25 day of February  
2020.

  
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Mayor Rick Pankiw

  
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Chief Administrative Officer Lori Hillis

# **Intermunicipal Collaboration Framework**

**Between**

**Ponoka County**

**And**

**Town of Rimbey**

**February 18, 2020**

A handwritten signature in blue ink, consisting of a large, stylized letter 'B' with a vertical line through it, positioned below the date.

**WHEREAS** the Town of Rimbey and Ponoka County share a common border; and,

**WHEREAS** the Town of Rimbey and Ponoka County share common interests and are desirous of working together to provide services to their ratepayers; and,

**WHEREAS** the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework which identifies services provided on an intermunicipal basis and how services to be provided on an intermunicipal basis will be delivered and funded.

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

**A. PURPOSE**

- 1) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis.
- 2) The parties acknowledge that intermunicipal and regional cooperation is advantageous for the economy and increased quality of life.
- 3) The Town of Rimbey and Ponoka County shall:
  - a. Explore mutually beneficial planning, delivery and funding of shared services.
  - b. Recognize, acknowledge and commit to balancing individual community priorities and expectations.
  - c. Take a “Regional” perspective on intermunicipal issues and acknowledge that “Community” transcends individual municipal boundaries.
  - d. Share knowledge.
  - e. Enhance service delivery.
  - f. Focus on building a strong region.
  - g. Effectively plan for growth.
  - h. Share the risk, control and benefits of shared initiatives.
  - i. Focus on interests rather than positions.

**B. DEFINITIONS**

- 1) In this Framework:
  - a. “Town” means the Town of Rimbey.
  - b. “County” means Ponoka County.
  - c. “lead municipality” means the municipality assigned to organize or administer the day to day operations of a specific intermunicipal initiative.

### **C. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Intermunicipal Committee shall meet at least once every five years, commencing no later than 2025 to review the terms and conditions of the Framework.

### **D. INTERMUNICIPAL COOPERATION**

- 1) The Committee established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.
- 2) The Committee will meet on an as required basis and will develop recommendations to the Town and County Councils on all matters of strategic direction and cooperation affecting residents, except matters where other current operating structures and mechanisms are operating successfully.
- 3) In the event either the Town or County identifies a need for the Committee to meet a written request for a Committee Meeting will be submitted by the respective Chief Administrative Officer to the other municipality's Chief Administrative Officer. The Committee will endeavour to meet at the earliest possible time, but no later than 60 days after receipt of the written request.

### **E. GENERAL TERMS**

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section F(1), residents of the Municipalities will be afforded the same services at the same costs, including user fees, as Ponoka County residents for services provided by the Town of Rimbey and the Town of Rimbey residents for services provided by Ponoka County.

### **F. MUNICIPAL SERVICES**

- 1) The Municipalities 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. Solid Waste:

- i. The Town contracts with a private service to collect residential waste weekly and hauls the waste to the County landfill at Bluffton. There is no formal contract for the use of the landfill by the town, with the County establishing the tipping fee.
- ii. The Town owns and the County operates the waste transfer station and under a memorandum of agreement dated June 19, 2015, Town and County residents can utilize the transfer station. The County is the lead municipality and covers all costs associated with operating the transfer site. There is no charge for utilizing the transfer station.
- iii. The recycling facility is located at the Rimbey waste transfer station and is operated by the Town. Both Town and County residents can use the facility at no charge. There is no formal agreement and the Town is the lead municipality. The Town has a contract with an independent contractor to supply bins, haul and dispose of the recycling material, with the Town covering all costs.

b. Emergency Services:

- i. The Ponoka Regional Emergency Management Partnership Agreement, between Ponoka County, Town of Ponoka, Town of Rimbey and Summer Village of Parkland Beach, was signed October 29, 2014.
- ii. The County, the Town of Rimbey and the Town of Ponoka have an all hazards mutual aid agreement. Cost sharing is done on a location basis with the municipality responsible for the emergency paying the costs.
- iii. The West County Fire Services Agreement, between Ponoka County, the Town of Rimbey and the Summer Village of Parkland Beach, was signed April 28, 2015. Under a fifteen-year agreement the County operates the fire department and provides fire protection services to the Town with no annual fee for 15 years in exchange for the Town transferring ownership of all equipment and the Rimbey firehall.
- iv. The Town of Rimbey provides Peace Officer services to the residential communities adjacent to Gull Lake located in Ponoka County. There is no written agreement and the hours and/or fees are reviewed annually by both municipalities. The Town of Rimbey is the lead municipality.
- v. The Town of Rimbey and Ponoka County jointly fund an RCMP administrative staff position. Each municipality pays 50% of the cost of the position. There is no written agreement and the fees are

reviewed annually by both municipalities. The Town of Rimbey is the lead municipality.

c. Recreation and Culture:

- i. The Town and the County, jointly with several rural and urban municipalities, are members of the Parkland Regional Library System. The Town provides the building as an in-kind contribution and a portion of the operating budget. The County contributes a share of the operating budget. There is no formal agreement.
- ii. The Town of Rimbey owns various recreation and community facilities within the Town, which include the arena, outdoor pool, sports fields, playground, etc.
- iii. The Town and County entered into five-year Shared Recreation Service Funding Agreement in February 2020. The Town is the lead municipality and funding is in accordance with the agreement.

d. Transportation

- i. Ponoka County provides annual maintenance of the Town's portion of Chubb Road and Simpson Road at no cost. There is no written agreement and the fees are reviewed annually by both municipalities. County of Ponoka is the lead municipality.

e. Senior Housing

- i. The Town and County, along with the Town of Ponoka are members of the Rimoka Housing Foundation. The Rimoka Housing Foundation provides housing for seniors within the region and is funded by the member municipalities based on equalized assessment. The Rimoka Housing Foundation operates as an independent body with representatives from partner municipalities. As such there is no lead municipality.

f. Rimbey Family and Community Support Services

- i. The Town and the County are partners in an agreement with the Province of Alberta to create and operate Rimbey Family and Community Support Services. FCSS Rimbey operates under the Alberta Family and Community Support Services Act and the local funding is shared equally between the Town and the County. FCSS Rimbey is an independent organization as such there is no lead municipality.
- ii. The Town provides additional funding to Rimbey FCSS in support of the Volunteer Center.

- g. Intermunicipal Development Plan
    - i. The Town and the County entered into an Intermunicipal Development Plan in 2019, in accordance with the Municipal Government Act. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.
- 2) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
  - 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.

## **G. FUTURE PROJECTS & AGREEMENTS**

- 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 notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other party will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Intermunicipal Committee.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
  - a. Relationship of the proposed capital project to the Intermunicipal Development Plan or any other regional long-term planning document prepared by the municipalities;
  - b. The level of community support;
  - c. The nature of the project;
  - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
  - e. The projected operating costs for the new capital project;
  - f. Municipal debt limit, and cash flow; and,
  - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of a new project, an Intermunicipal Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.



- 5) The Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section H of this document.
- 6) Both Municipalities 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 input of their electorate to support the project and any borrowing that may be required.

## **H. DISPUTE RESOLUTION**

- 1) The Parties commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 2) The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) When a Party believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
- 4) If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.
- 5) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both parties.
- 6) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the parties.
- 7) Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.

- 8) If a dispute is not resolved through the above noted process, the Parties shall refer the matter to an arbitrator acceptable to both parties and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

**I. CORRESPONDENCE**

- 1) Written notice under this framework shall be addressed as follows:

- a. In the case of Ponoka County to:

**Ponoka County  
c/o Chief Administrative Officer  
4205 Highway 2A  
Ponoka, AB, T4J 1V9**


- b. In the case of the Town of Rimbey to:


**Town of Rimbey  
c/o Chief Administrative Officer  
Box 350  
Rimbey, AB T0C 2J0**


- 2) In addition to I(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties signed this 10 day of MARCH, 2020 at PONOKA, Alberta.

PONOKA COUNTY

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer



TOWN OF RIMBEY

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer