

SCHEDULE A

***INTERMUNICIPAL
COLLABORATION
FRAMEWORK AGREEMENT***

BETWEEN

THE VILLAGE OF
YOUNGSTOWN

AND

SPECIAL AREAS BOARD

WHEREAS, The Village of Youngstown and the Special Areas Board share a common border; and

WHEREAS, The Village of Youngstown and the Special Areas Board share common interests and seek to work together to provide services to their ratepayers; and

WHEREAS, the Municipal Government Act of Alberta stipulates that municipalities that have a common boundary must create a framework with each other that identifies the shared services provided by each municipality and which municipality is responsible for providing these services and how the services will be delivered.

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

A. DEFINITIONS

- 1) In this agreement
 - a. Services: means those services that both parties have or seek joint cost sharing arrangements, including:
 - i. Transportation
 - ii. Water
 - iii. Wastewater Lagoon
 - iv. Solid Waste
 - v. Emergency Services
 - vi. Economic Development
 - vii. Recreation
 - viii. Library Services
 - ix. Land-Use Planning
 - x. Seniors Housing
 - b. Capital Costs: means new facilities, expansions to existing facilities and intensification of use of existing facilities; and,
 - c. Year: means the calendar year beginning January 1st and ending on December 31st.

B. TERM AND REVIEW

- 1) In accordance with the Municipal Government Act, this is a permanent Agreement that shall come into force on the final passing of the bylaws or resolution by both municipalities.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this agreement.
- 3) It is agreed the Village of Youngstown and the Special Areas Board shall meet at least once every five years to review the terms and conditions of the agreement in a manner set out in Section C of this document.

C. MANAGEMENT OF THE ICF AGREEMENT

- 1) The Village of Youngstown and the Special Areas Board agree that this agreement shall be managed at the administrative level by each municipality.
- 2) The CAO of the Village of Youngstown and the Chair of the Special Areas Board, or the designates of each, shall be the individuals tasked with this responsibility.
- 3) If an issue involving this agreement is unable to be resolved at the administrative level, then the matter shall be dealt with as referred to in Section G of this document.
- 4) This administrative management body shall meet at least once every five years to review this agreement and discuss any potential changes to it.
- 5) Any and all meetings of the management body referenced above shall have minutes recorded, distributed, and agreed upon by each party within 7 days of the meeting's date.

D. MUNICIPAL SERVICES

- 1) The Village of Youngstown and the Special Areas Board have a history of working together to provide enhanced municipal services to their residents, with the following services, to varying degrees being provided to their ratepayers on a shared-service basis;

A. CORE SERVICES

i. Transportation

The Village of Youngstown and the Special Areas Board operate their respective transportation departments independently. However, there is one exception where collaboration occurs. The maintenance and repair of 3rd Street East;

- The Village of Youngstown maintains South of the railway to # 9,
- The Special Areas maintains North of the railway.

ii. Water

The Village of Youngstown and the Special Areas Board are each members of the Henry Kroeger Regional Water Services Commission (HKRWSC), which supplies water to member municipalities in the region. The HKRWSC is regulated under the Municipal Government Act and is operated by its own staff and governed by a board comprised of members from these participating municipalities. Furthermore, the commission functions under its own legislative and internal policies and procedures, including a separate dispute resolution mechanism.

iii. Wastewater Lagoon

The Village of Youngstown owns, operates and manages their Village wastewater lagoon. The Village lagoon services two facilities located in Special Areas. The Village of Youngstown and the Special Areas Board will endeavor to establish, and operate within, a wastewater lagoon agreement which includes cost sharing.

iv. Solid Waste

The Village of Youngstown and the Special Areas Board are each members of the Big Country Waste Management Commission (BCWMC), which is a regional organization providing solid waste services to its municipalities. The commission operates rural waste transfer stations at the Village of Youngstown and throughout the Special Areas. The BCWMC is funded via requisitions from each of its members; operated by its own staff; and governed by a board comprised of municipal representatives from each of the member municipalities. Furthermore, the commission functions under its own legislative and internal policies and procedures, including a separate dispute resolution mechanism.

v. Emergency Services

The Village of Youngstown and the Special Areas Board have signed a mutual aid agreement for fire services. There is much collaboration and coordination among the fire services of each municipality and each party expects this integration to grow and develop further into the future. Further information is found in the above-mentioned agreement.

B. OTHER SERVICES

vi. Economic Development

The Village of Youngstown and the Special Areas Board operate economic development independently. However, both municipalities collaborate on mutually beneficial projects. Collaboration is often through the Cactus Corridor group which is operated as a board comprised of members from each participating municipality. The Board requisitions funding annually from its members.

Special Areas, the Village of Youngstown, and the Town of Hanna formed the Cactus Corridor Economic Development Corporation in 2012.

Cactus Corridor is the first point of contact for industry and business, serves as a regional catalyst for economic development, and promotes the collective interest of the member communities within the region. Funding is based on a formula. This is a municipally controlled Part 9 Corporation and there is no managing partner of Cactus Corridor.

vii. Recreation

The Village of Youngstown and the Special Areas Board independently operate several recreational facilities. The Special Areas Board provides annual operating support to the Village, recognizing the Special Areas residents use of the Villages recreation facilities.

Funding is provided by applying a millrate against all properties in the Special Areas, then allocating to the regional recreation boards. The recreation boards utilize a facility by facility point system to allocate funds to all recreation facilities in their municipality. Millrate based

activity funding fluctuates with changes in assessment base to which the recreation levy is applied.

viii. Library

The Village of Youngstown and the Special Areas Board are both members of the Marigold Library System. This organization is operated by its own staff and governed by a board comprised of representatives from a number of municipalities.

The Village of Youngstown Municipal Library Board is responsible for the operations of the Village of Youngstown Municipal Library Service. Both the Special Areas and the Village of Youngstown provide funding to the Youngstown Municipal Library Board.

ix. Land-Use Planning

The Village of Youngstown and the Special Areas Board are both members of Palliser Regional Municipal Services, which provides land-use planning, subdivision and GIS services to its participating municipalities. This organization is operated by its own staff and governed by a board comprised of municipal representatives. This organization is funded via a formula based requisition model from municipal stakeholders.

x. Seniors Housing

The Village of Youngstown and the Special Areas Board, along with other partners, are members of the Acadia Foundation which operates and provides seniors housing services to the region. Funding is provided by a requisition to the member municipalities on an equalized assessment-based formula. There is no managing partner of the Association.”

E. FUTURE PROJECTS & AGREEMENTS

- 1) In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing arrangement, the initiating municipality’s CAO/Chair shall notify the other municipality’s CAO/Chair.
- 2) Once either municipality has received written notice of a new project, the administrative management body must meet within 30 days of this notice.
- 3) In the event the administrative body and the ad hoc committee are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.

F. INDEMNITY

- 1) The Special Areas Board shall indemnify and hold harmless the Village of Youngstown, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any action or omission of the Special Areas Board, its employees or agents in the performance of this agreement.
- 2) The Village of Youngstown shall indemnify and hold harmless the Special Areas Board, its employees and agents from any and all claims, actions and costs whatsoever that may

arise directly or indirectly out of any action or omission of the Village of Youngstown , its employees or agents in the performance of this agreement.

G. DISPUTE RESOLUTION

- 1) In the event of a dispute to any part of this agreement, the CAO/Chair of the municipality initiating the dispute shall notify the CAO/Chair of the other municipality via email or mail of the nature of dispute and request a meeting within 30 days.
- 2) The municipalities shall attempt to resolve the dispute through the management process outlined in Section C of this document.
- 3) In the event a dispute remains unresolved, the Village of Youngstown and the Special Areas Board will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared by each municipality based on an equalized assessment basis.
- 4) In the event a dispute cannot be resolved through Steps 2 and 3, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement. The costs of arbitration shall be shared by each municipality based on an equalized assessment basis.
- 5) The time to complete a single dispute resolution process shall not exceed 1 year.

H. CORRESPONDENCE

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

a. In the case of the Village of Youngstown

Village of Youngstown
c/o Chief Administrative Officer
Box 99
Youngstown, Alberta
T0J 3P0

b. In the case of the Special Areas Board

Special Areas Board
c/o Chair
Box 820
Hanna, Alberta
T0J 1P0