

# Town of Drumheller COUNCIL MEETING AGENDA

Monday, March 30, 2020 at 4:30 PM  
Council Chamber, Town Hall  
224 Centre Street, Drumheller, Alberta



Page

**1. CALL TO ORDER**

**2. MAYOR'S OPENING REMARK**

**3. ADOPTION OF AGENDA**

- 3.1. Agenda for the March 30, 2020 Regular Council Meeting.

MOTION:

That Council move to adopt the Agenda for the March 30, 2020 Regular Council Meeting.

**3.1. CHIEF ADMINISTRATIVE OFFICER**

**3 - 13**

- 3.1.1. Town of Drumheller-Wheatland County Intermunicipal Collaboration Framework

MOTION:

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Wheatland County, as presented.

[RFD - ICF Agreement Drumheller and Wheatland County](#)  
[Town of Drumheller and Wheatland County ICF agreement](#)

**14 - 29**

- 3.1.2. Town of Drumheller-Kneehill County Intermunicipal Collaboration Framework

MOTION:

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Kneehill County, as presented.

[RFD - ICF Agreement Drumheller and Kneehill County](#)  
[Town of Drumheller-Kneehill County ICF Agreement](#)

**30 - 37**

- 3.1.3. Town of Drumheller-Special Areas Intermunicipal Collaboration Framework

MOTION:

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Special Areas Board, as presented.

[RFD - ICF Agreement Drumheller and Special Areas Board](#)  
[Town of Drumheller and Special Areas Board ICF](#)

**38 - 54**

- 3.1.4. Town of Drumheller-Starland County Intermunicipal Collaboration Framework

MOTION:

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Starland County, as presented.

[RFD - ICF Agreement Drumheller and Starland County](#)  
[Town of Drumheller and Starland County ICF Agreement](#)

**3.2. REQUEST FOR DECISION REPORTS**

**55 - 56**

- 3.2.1. Deferral of Business License and Recreation Fees

MOTION:

That Council approve the deferral of Business License Fees for a period of 90 days or the end

of the Provincial State of Emergency, whichever is longer.

**MOTION:**

That Council direct administration to suspend the collection of monthly membership fees for those customers that chose automatic withdrawals for and extend memberships by the length of time the recreational facilities are to be closed.

[RFD - Deferral of Business License and Recreation Fees](#)

**3.3. ADJOURNMENT**

**Town of Drumheller  
REQUEST FOR DECISION**



<b>TITLE:</b>	<b>Intermunicipal Collaboration Framework (ICF) Agreement: Town of Drumheller and Wheatland County</b>
<b>DATE:</b>	March 27, 2020
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T., Chief Administrative Officer
<b>ATTACHMENT:</b>	ICF Agreement – Drumheller/Wheatland County

**SUMMARY**

Attached is the formal draft of the proposed ICF Agreement with Wheatland County. This document has been reviewed and refined by both Administrations and circulated to both Council’s committees for draft review. Wheatland County Council approved this ICF at their March 24, 2020 meeting.

The deadline to submit the documents to the Province along with Council Resolutions has not been changed from the March 31, 2020 deadline as of the date of this document. We recognize that the committees have not been able to meet with some of our neighbours, including Wheatland County, however both parties are committed to meeting and further discussions once we establish a protocol for business continuity during the Covid-19 pandemic.

**RECOMMENDATION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Wheatland County, as presented.

**DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):**

The content of the ICF document is similar to the other Drumheller ICF agreements with neighbouring municipalities. The content of these streamlined ICF Agreements meet the basic legislated requirements that the province requests through the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act.

Given the limited amount of direct interaction between both municipalities when it comes to providing services for residents that reside within each jurisdiction, there is limited need to reference any matters beyond the basic requirements that the ICF’s contain mechanisms for working together on matters of mutual interest, and resolving conflicts if / when differences arise.

**FINANCIAL IMPACT:**

Once in place, it will not be necessary to dedicate specific financial or staff resources to meeting the ongoing obligations that will follow the adoption of the ICF.

**STRATEGIC POLICY ALIGNMENT:**

These agreements between adjoining municipalities are a requirement of the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act. It also provides good intermunicipal collaboration with our neighbours.

**MOTION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Wheatland County, as presented.

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Prepared By: Mike McLean  
Senior Administrative Assistant

*Darryl Drohomerski*

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Approved: Darryl Drohomerski, C.E.T.  
Chief Administrative Officer



# Growing the Future

## Working Together to Enrich Our Region

### **Wheatland County and Town of Drumheller** INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT

# FOREWORD

Wheatland County and Town of Drumheller share a common history. Both have distinct and similar municipal characteristics, with both municipalities building and maintaining core services including roads and bridges, which are designed to service an agricultural, tourism and resource-based economy. Together these same individual characteristics link them into a healthy and viable region.

A large majority of the public understands increasing the level of collaboration has an ability to provide more efficient and equitable service levels to citizens in the region. However, while some services can possibly be provided solely in a single municipality, the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. Dovetailing the individual characteristics of the municipalities where feasible, creates expanded resources and advances quality of life opportunities to the people in the region. The image of “two municipalities – one purpose” describes the philosophy of the two communities.

Wheatland County and Town of Drumheller are committed to identifying current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development, mutual aid and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, Wheatland County and Town of Drumheller are well placed to lead proactively through the creation of this Intermunicipal Collaboration Framework (ICF) Agreement.



**AGENDA ITEM #3.1.1.**  
*Wheatland County  
and Town of  
Drumheller share a  
common history and  
foundation based  
on resource  
extraction and  
tourism*



*Goals of the Intermunicipal Collaboration Framework Agreement*

The Intermunicipal Collaboration Framework has five main purposes:

1. Conform to the requirements of provincial legislation.
2. To promote the principles of collaboration between neighbouring municipalities with a common border.
3. To ensure municipalities consult and communicate on intermunicipal matters.
4. To clearly lay out a process that the partners to this agreement can utilize to review service levels and decide if the service would benefit from additional collaborative efforts.
5. To consider appropriate cost sharing mechanisms and deal with differences which may occur from time to time.

*The ICF Agreement between Wheatland County and Town of Drumheller will:*

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their citizens: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of citizens.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual

## **AGENDA ITEM #3.1.1.**

decisions for their citizens, but each agree that they will always consider the bigger regional municipality in the decision-making process.

**Promote networks and linkages:** Developing positive joint approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between both municipalities.

**Embrace differences in respective municipalities:** The distinct characteristics of the individual municipalities is advantageous in providing choice and diversity.

**Cooperation not Competition:** Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation rather than direct competition with respect to setting municipal policy.

**Foster an environment of openness and trust:** Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

### *Commitment to Consultation and Cooperation – Consultation Protocol:*

The fundamental basis of this agreement is communication and consultation and as such, the two municipalities agree to consult on projects which have potential for regional impact. By recognizing the requirement to consult, each municipality will include the other in their regional scale project circulations and both agree to meet and work through matters as they arise. Where notification has been provided that a discussion is required it shall be first handled by the respective Chief Administrative Officers or their designate and if that does not resolve the concerns at hand it shall be dealt with by a committee from each Council recognizing time may be of essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities to collaborate and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of both organizations to ensure opportunities are recognized, information is passed through the respective organizations, and decision makers are



informed not just about their own municipality but about regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils, or to homogenize the unique culture and identity of each municipality. It is possible that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

### *Roles in Managing the Intermunicipal Collaboration Framework*



## *Agreement:*

### *The Role of both Councils:*

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative, their voice needs to be considered to ensure the impacts of services and actions taken in the region have the desired results and support the prosperity of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the political and administrative levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

### *The Role of the CAOs and Administration:*

The CAOs have been identified as the principals responsible for maintaining this ICF, its implementation, and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality observes the principles of the agreement. The CAOs will foster communication and facilitate the sharing of information, identify opportunities and prioritize municipal actions for consideration by each Council. Disputes or disagreements between CAOs will be dealt with in accordance with the Conflict Resolution section of this agreement.

### *The Role of Staff:*

Staff at all levels will be responsible to ensure the principles of this agreement are implemented. This means that staff will work cooperatively with their municipal counterparts to address issues that may arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective CAO any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes will be addressed in accordance with the Conflict Resolution section of this agreement.

## The Framework Protocols

### Development of an Intermunicipal Communication Protocol

Understanding that the success of this agreement is based upon respectful dialogue, the municipalities are committed to ensuring the provision of information is communicated in a transparent and honest manner. The agree to observe the following communication protocols:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization, when dealing with one another, the following principles should apply:

- a. Seek to understand
  - b. Avoid personal attacks either privately or publicly
  - c. Asking for clarification on policies of interest adopted by the other municipality to ensure understanding
  - d. Resolve common issues from a perspective of collaboration
  - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to establish collaboration and cooperation in each municipal organization.
    - a. Both organizations agree to ensure proper training takes place with elected officials on intermunicipal collaboration following a municipal election
    - b. Both organizations agree to provide additional training and adequate orientation with this agreement, as may be required, following any change in elected officials or senior administration
  3. The protocol should ensure that each municipality provides to the other information pertaining to:
    - a. Issues of a nature which may impact the other municipality

### Conflict Resolution

The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon, the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity, and at the point closest to where a problem is initiated, the CAOs will seek to address matters of conflict.
2. All matters of conflict should be attempted to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Respect and collaboration should be maintained on common issues, even though conflict may exist.

### Process

If a municipality believes an obligation under the agreement has been breached, the matter should be immediately brought to the attention of the respective CAO. The CAO will investigate and if it appears that a 'breach' of the agreement has occurred, the matter will be immediately brought to the attention of the other municipality's CAO. Once notification has occurred, an effort to resolve the matter through informal problem-solving discussions is to be initiated.

If differences occur outside of an outright 'breach' of an agreement, which may include divergent expectations in the delivery of a joint service, variance on how the committee wishes to proceed on an issue, or any circumstance which may impact or disrupt service delivery or relationships, an informal discussion between CAOs will be conducted.

If this does not resolve the issue, an Intermunicipal Dispute Committee shall be appointed by both Councils who will attempt to decide on and negotiate an effective solution.

If the subcommittee negotiation process is unsuccessful, a mediated process will be initiated using the services of a jointly agreed upon mediator with costs shared equally between the municipalities. The mediator will be solely responsible for the governance of the mediation process.

If the process is not resolved through mediation, the municipalities will select an arbitrator, sharing all costs in doing so, and will have the matter resolved through the process defined in the Municipal Government Act. The arbitrator is governed by the principles of natural justice and procedural fairness.



## **ICF Agreement – Statutory Provisions**

**This Agreement encourages the municipalities to consult with each other and develop opportunities for collaboration for the benefit of both communities.**

Amendments to the Modernized Municipal Government Act have revised the purpose of municipalities. The new Act requires municipalities to work collaboratively with neighbouring municipalities to plan, deliver and fund intermunicipal services. The Act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. The following services have been considered; transportation, solid waste, recreation, wastewater, water and emergency services.

### **Transportation**

No agreements exist or are currently required between Wheatland County and Town of Drumheller in the area of transportation. Coordination of construction of transportation corridors that connect the two municipalities will be undertaken at the administrative level to ensure that both municipalities' strategic transportation goals are in alignment. Opportunities to partner on capital road construction will continue to be brought forward as they have in the past. Boundary grading road maintenance activities will be reviewed to determine if efficiencies can be recognized.

### **Solid Waste**

Both Wheatland County and the Town of Drumheller belong to the Drumheller and District Solid Waste Association and regularly meet to oversee the operation of the landfill, transfer station and recycling operations.

### **Recreation**

No agreements exist between Wheatland County and Town of Drumheller in the area of recreation. Should opportunities to collaborate come forward, both municipalities will examine the regional and municipal benefit that an initiative of this nature would bring forward.

### **Waste Water**

No agreements exist or are currently required between Wheatland County and Town of Drumheller in the area of waste water. Should opportunities to collaborate come forward, both municipalities will examine the regional and municipal benefit that an initiative of this nature would bring forward.

### **Water**

No agreements exist or are currently required between Wheatland County and Town of Drumheller in the area of water systems. Should opportunities to collaborate come forward, both municipalities will examine the regional and municipal benefit that an initiative of this nature would bring forward.

### **Emergency Services**

No agreements exist between Wheatland County and Town of Drumheller in the area of Emergency Services. However, both municipalities may consider formalizing a Mutual Aid agreement in respect to Emergency Services in the future.

### **Intermunicipal Development Plan**

An Intermunicipal Development Plan was adopted by separate bylaws between Wheatland County and the Town of Drumheller. Wheatland County and the Town of Drumheller Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

Wheatland County adopted Bylaw No. 2019-19 on August 7, 2019.

Town of Drumheller adopted Bylaw No. 04-20 on March 16, 2020.

## **Commitment to Collaboration**

Wheatland County and Town of Drumheller acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honor all applicable legislation with respect to intermunicipal collaboration within the Province of Alberta.

**AGENDA ITEM #3.1.1.**

**IN WITNESS WHEREOF** the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR TOWN OF DRUMHELLER**

**FOR WHEATLAND COUNTY**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

MAYOR

REEVE

PER: \_\_\_\_\_

PER: \_\_\_\_\_

CHIEF ADMINISTRATIVE OFFICER

CHIEF ADMINISTRATIVE OFFICER

**Town of Drumheller  
REQUEST FOR DECISION**



<b>TITLE:</b>	<b>Intermunicipal Collaboration Framework (ICF) Agreement: Town of Drumheller and Kneehill County</b>
<b>DATE:</b>	March 27, 2020
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T., Chief Administrative Officer
<b>ATTACHMENT:</b>	ICF Agreement – Drumheller/Kneehill County

**SUMMARY**

Attached is the formal draft of the proposed ICF Agreement with Kneehill County. This document has been reviewed and refined by both Administrations and circulated to both Council’s committees for draft review. Kneehill County Council approved the attached ICF at their March 24, 2020 meeting.

The deadline to submit the documents to the Province along with Council Resolutions has not been changed from the March 31, 2020 deadline as of the date of this document. The Committee’s and administration did meet in March to discuss the opportunities for collaboration. With the outbreak of the pandemic, both parties are committed to further discussions on our services once we establish a protocol for business continuity during the Covid-19 pandemic.

**RECOMMENDATION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Kneehill County, as presented.

**DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):**

The content of the ICF document is similar to the other Drumheller ICF agreements with neighbouring municipalities. The content of these streamlined ICF Agreements meet the basic legislated requirements that the province requests through the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act.

Given the amount of interaction between both municipalities when it comes to providing services for residents that reside within each jurisdiction, there is a further need to reference several items beyond the basic requirements, as noted in Appendix A of the ICF document. These items will be discussed between the administration and Council Committees of both municipalities as soon as practical.

**FINANCIAL IMPACT:**

It is undetermined at this time of the amount of financial impact that the adoption of the ICF will require. Further discussions between our two committees will help refine these requests.

**STRATEGIC POLICY ALIGNMENT:**

These agreements between adjoining municipalities are a requirement of the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act. It also provides good intermunicipal collaboration with our neighbours.

**MOTION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Kneehill County, as presented.

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Prepared By: Mike McLean  
Senior Administrative Assistant

*Darryl Drohomerski*

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Approved: Darryl Drohomerski, C.E.T.  
Chief Administrative Officer

# KNEEHILL - DRUMHELLER INTERMUNICIPAL COLLABORATION FRAMEWORK

**THIS AGREEMENT** made effective March \_\_\_\_, 2020, between:



**KNEEHILL COUNTY**  
BOX 400, THREE HILLS, ALBERTA  
T0M 2A0  
(the "County")

and the



**TOWN OF DRUMHELLER**  
224 CENTRE STREET, DRUMHELLER, ALBERTA  
T0J 0Y4  
(the "Town")

(hereinafter called the "Parties")



## **PREAMBLE**

**WHEREAS**, the County and the Town recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

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

**WHEREAS**, the parties are committed to the principle of mutual benefit to deliver some services within the region effectively, efficiently, and economically; and

**WHEREAS**, the parties share a common border; and

**WHEREAS**, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services.

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

## **1. PURPOSE**

- a) The purpose of this Framework is to establish an Intermunicipal Committee and a collaborative process to direct intermunicipal communication and cooperation to support services that have mutual benefit.

## **2. SIGNATORIES**

- a) The signatories to this Framework are the Reeve, Mayor and the Chief Administrative Officers of each municipality.
- b) The terms “Signatory”, “Party”, “Partner”, and “Municipalities” may be used interchangeably in this agreement.

## **3. DEFINITIONS**

- a) In this Agreement:

**“Arbitration”** means a process to resolve disputes outside the courts. An arbitration decision is legally binding on both sides and enforceable in the courts.

**“Chief Administrative Officer”** means the Chief Administrative Officer for each municipal jurisdiction party to this agreement or their designate(s) thereof. “Chief Administrative Officer”

or “CAO may be used interchangeably in this Agreement.

**"Committee"** means Intermunicipal Collaboration Committee as defined in Section 5 of this Framework.

**"Dispute Resolution Process"** includes a wide range of processes, including mediation and arbitration or various forms of, with each being an alternative to litigation, designed to meet the unique needs of the parties involved or the dispute at hand.

**"Final Offer Arbitration"** refers to arbitration in which both parties submit their final offer to the arbitrator, and the arbitrator will choose one offer as the resolution to the dispute. The process gives each party an incentive to make a reasonable offer. The arbitrator's decision is final and binding on the parties.

**"Framework"** or **"Agreement"** may be used interchangeably in this document and means this agreement including all Appendices hereto.

**"Intermunicipal Service Provision"** refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

**"Lead"** refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.

**"Mediation"** means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interest of the parties.

**"Mediator"** refers to the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

**"Municipal Service Provision"** refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

**"Mutual Benefit"** means equality and respect within the relationship between the partners and agreements in which both parties gain value.

**"Notice of Dispute"** means a formal motion that approved by Council providing notification from the initiating municipality to the other municipality that a dispute is substantial and requires collaborative action to resolve.

**"Rights-based Process"** focuses on respect for human dignity. This approach holds that our

dignity is based on our ability to choose freely how we live our lives, and that we have a moral right to respect for our choices as free, equal, and rational people, and a moral duty to respect others in the same way. This approach asks us to identify the legitimate rights of ourselves and others, in a given situation, as well as our duties and obligations. When confronted with conflicting or competing interests or rights, the parties need to decide which interest has greater merit and give priority to the right that best protects or ensures that interest.

**"Service delivery agreement"** means a legally binding agreement such as a Contract, Agreement, or Memorandum of Understanding that outlines cost-sharing and management of new arrangements, and is signed by both parties.

**"Services"** or **"In Scope Services"** means services that both parties may consider for joint cost sharing or management and are identified in this Agreement.

**"Signatory"**, **"Party"**, **"Partner"**, or **"Municipalities"** means the Reeve, Mayor and Chief Administrative Officers for each municipality.

**"Third-Party Service Provision"** refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

**"Year"** means the calendar year beginning on January 1st and ending on December 31st.

## 4. TERM AND REVIEW

### Effective Date and Duration

- a) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of resolutions adopting the ICF by the Municipalities.

### Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2023 to review the terms and conditions of the agreement, or upon request by either party.

### Amendments

- c) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- d) Amended copies of this Agreement shall come into force on the passing of

resolutions by both municipalities.

## **5. INTERMUNICIPAL COMMITTEE**

- a) The County and the Town agree to create a recommending body known as the Kneehill – Drumheller Intermunicipal Committee (hereinafter referred to as the Committee).
- b) The Committee will meet on an as required basis and will develop recommendations to the Councils on the strategic direction of matters related to collaboration and cooperation affecting residents of the Municipalities, except matters where other current operating structures and mechanisms are operating successfully.
- c) The Committee shall be comprised of two (2) members from each municipal Council.
- d) The CAOs will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- e) The Committee will promote a consistent and shared flow of information from intermunicipal meetings from a set of common notes that will be established. The common notes will be confidential and regarded as privileged until released by mutual consent of the Chief Elected Officials.
- f) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- g) "Services" or "In scope services" to be considered in this agreement for potential future joint cost sharing or management include:
  - i. Transportation;
  - ii. Water and Wastewater;
  - iii. Solid Waste;
  - iv. Emergency Services;
  - v. Recreation; and
  - vi. Other services that benefit residents.

## **6. FUTURE SHARED SERVICES, INITIATIVES AND AGREEMENTS**

- a) When either municipality seeks to pursue a new shared service or initiative with the other party, the initiating CAO or designate will notify the other CAO.

- b) The initial notification will include a general description of the service, scope of the service, estimated costs, and timing. The receiving municipality will advise the initiating municipality if they support or object in principle and provide reasons.
- c) The Committee will meet to discuss the service within 30 days, if requested by either partner, and may schedule subsequent meetings as needed.
- d) The following criteria may be used when assessing the desirability of new shared services:
  - i. The nature of the service;
  - ii. Proposed efficiencies the shared service will realize and why the service would be better positioned as a shared model;
  - iii. The level of community support including the demonstrated effort by volunteers, if applicable;
  - iv. Relationship to a proposed capital project, and the associated proposed operating costs;
  - v. Projected benefit by residents of both municipalities.
- e) The Committee will review and negotiate the terms related to the new shared service including the cost sharing arrangement of the service. The Committee will provide a recommendation for approval to the Councils of the partners.
- f) In the event that the Committee or municipal Councils are unable to reach an agreement within 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 as referenced in this agreement. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.
- g) A proposed list of future shared services or initiatives to be explored by the Committee are included in Appendix A of this Agreement. This list may be updated from time to time as agreed to by the Committee.
- h) The Municipalities recognize that the decision to participate in or not participate in a shared service ultimately lies with the respective municipal Councils, who in turn must rely on the support of the electorate to support the shared service.
- i) Should a municipality proceed on their own without consultation of the other municipality, with the enhancement or expansion in some capacity of an existing shared service, the other municipality will have no obligation of participation or financial support for the new or enhanced portion related to the shared service.

## **7. SERVICE AGREEMENTS**

- a) Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
  - i. The start date that the change will take effect.
  - ii. A plan to phase out the existing service delivery and to initiate the new service delivery methods.
  - iii. A plan for the phasing in or out of cost sharing, or other arrangements.
  - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a joint cost sharing or management agreement, a service agreement shall be developed on that specific item.
- c) When developing service agreements, the Committee shall:
  - i. Clearly identify which municipality will lead service delivery for the service(s).
  - ii. Determine the appropriate funding for the service(s) discussed.
  - iii. Set out a time frame for the delivery of the service(s) discussed including the start and end date of the service delivery.
  - iv. Set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.

### **8. THE ROLE OF COUNCIL AND ADMINISTRATION**

- a) Each Council retains the ability and responsibility to make decisions on behalf of their residents. By approving the Framework, each Council is affirming a commitment to increased collaboration, cooperation, and to provide direction to their administration and the public for the importance of increased communication at all levels of the organization.
- b) Together the Councils will seek opportunities to develop and sustain healthy relationships between the two municipalities and professionally communicate to the public the successes, opportunities and challenges being addressed together.
- c) Annually, municipalities will formally and jointly communicate through newspaper, social media, website and other methods to their respective residents the services that the two municipalities cooperate in the delivery of and the respective monetary value of these contributions to their municipality.
- d) Administration, through the direction of the CAO, will be the mechanism through which the Framework is formalized, maintained, delivered, and made durable.
  - i. Administration will be responsible to ensure the requirements of the Framework are carried out operationally and can initiate communication on an as needed basis. Annual reports will be provided between the CAOs for distribution to Council on

how services party to the agreement have proceeded, as well as any other municipal updates that may be valuable as information or supportive to future discussions.

- ii. Municipal counterparts will work together to address issues that arise within the scope of their authority and mandate and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.
  - iii. To assist in fostering and sustaining a healthy relationship and as a proactive measure to minimize disputes, regular scheduled joint meetings to keep each other updated on current and upcoming issues and events should take place. The Meetings may take different forms (administration to administration, joint Councils, ICF Committee, etc.). At minimum, the Councils and the established ICF Committee will each meet once per year, alternating hosting year to year.
- e) Regarding the handling and communication of day to day decisions, each of the parties should assume the best of each other and follow up to clarify any concerns and issues. Additionally, each party commits to the following Social Media Guidelines:

Social media refers to freely accessible, interactive web-based technologies used to produce, post and interact through text, images, video and audio to inform, promote, and collaborate. Social media can complement traditional communications and marketing mediums. It is recognized that the use of social media as a communication tool to achieve strategic communication goals will be undertaken by the parties and their representatives from time to time.

It is acknowledged that the use of social media can create instances or environments that may negatively impact the relationship of the parties. As both parties are seeking a positive and respectful relationship, the following guidelines should be adhered to when utilizing social media platforms:

- i. Use should adhere to organizational standards that the respective parties may have in place.
- ii. Should not do anything to harm the reputation of the County or the Town whether or not they are authorized users of social media sites.
- iii. Attacks, badmouthing, or negative statements directed to any of the parties, their representatives, or their employees should not be made.
- iv. Unauthorized posting of personal information (names, address, phone number, email etc.) of other users should not occur.
- v. Material which defames, abuses, or threatens others should not be posted.
- vi. Use should refrain from personal opinion and deal only with facts and official positions of the parties.
- vii. Information that is private and confidential shall not be shared.
- viii. Comments and conversations on social media sites will not be deemed as official correspondence.

- ix. The parties will not speak on behalf of the other party.
- x. Communication should be respectful.
- xi. Material that contains vulgar, obscene or indecent language or images should not be posted.

It is acknowledged by the parties that the use of social media platforms to address disagreements or issues is neither appropriate nor effective. Concerns about the use of social media will be officially addressed to the Council of the other party.

## 9. OVERVIEW OF MUNICIPAL SERVICES

- a) The County and the Town have both reviewed the services offered to residents.
- b) Based on the review, it has been determined that each party desires to continue to provide services through the various arrangements that are in place independently with their respective municipal partners and third-party bodies.
- c) The following listings indicate which services are provided independently by each municipality, intermunicipally, or via a third-party provider, to residents and ratepayers in each municipal jurisdiction, (as of the date of the signing of this agreement).

### Service Provision in the County

The County delivers the following services to its' residents:

- Agricultural Services;
- Bylaw Enforcement (municipal Peace Officers);
- Cemetery Services;
- Family and Community Support Services (through Kneehill Regional FCSS);
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning and Development Services;
- Safety Codes;
- Recreation and Parks services;
- Seniors' housing (through the Kneehill Housing Corporation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Commission);
- Transportation Services;
- Water Services (through AQUA 7, the Town of Three Hills, the Town of Drumheller); and,
- Wastewater Services.



**Service Provision in the Town**

The Town delivers the following services to its' residents:

- Cemetery Services;
- Bylaw Enforcement;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning (through Palliser Regional Municipal Services);
- Recreation and Parks services;
- Seniors' housing (through the Drumheller and District Seniors Foundation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Association);
- Transportation Services;
- Water Services;
- Wastewater Services; and,
- Policing.

**10. EXISTING COOPERATION**

a) The County and the Town have a history of working together to jointly provide the following municipal services to their residents, either directly, or indirectly to their residents:

<b>Service Area</b>	<b>Delivery Method</b>	<b>Service Shared</b>	<b>Funding Arrangement</b>
<b>Transportation</b>	Intermunicipal Collaboration	Certain roads maintained by County or town, however no formal agreement exists for these services.	No agreement in place at this time
<b>Water and Wastewater</b>	Intermunicipal Collaboration	Drumheller supplies treated water to the Churchill Water System.	As per agreement
<b>Solid Waste and Recycling</b>	Intermunicipal Collaboration	County and Town are part of DDSWMA	As per agreement

<b>Emergency Services</b>	Intermunicipal Collaboration	Will provide assistance with Mutual Aid for fire and other disasters in region	Through Mutual Aid Agreement.
<b>Recreation</b>	No Intermunicipal Collaboration	Tourism facilities in both municipalities are part of regional plan, however no agreements exist to date.	No agreement in place at this time
<b>Planning &amp; Development</b>	Intermunicipal Collaboration	Consultative discussion on certain planning and development activities around shared boundary	As per Intermunicipal Development Plan

- b) Where any of the above agreements have lapsed, the Committee may desire to review and renew agreements.

**11. INDEMNITY**

- a) The County shall indemnify and hold harmless the Town, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Town, its employees or agents in the performance of this Agreement.
- b) The Town shall indemnify and hold harmless the County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County, its employees or agents in the performance of this Agreement.

**12. DISPUTE RESOLUTION**

- a) It is the desire of the Town and the County to promote public confidence in the leadership of both municipalities by encouraging intermunicipal cooperation and self-directed dispute resolution processes; and
- b) The Town and the County have a mutual commitment to resolve any disputes brought forward and shall make a good faith attempt at resolving perceived disputes prior to mediation; and
- c) Any matter of Intermunicipal concern between the municipalities shall first be informally discussed by relevant administrative officials employed by the Town and County, culminating with discussions between the Chief Administrative officers with the goal of resolving the concern.
  - i. Chief Administrative Officers will jointly report the dispute and resolution to their respective Council on a regular basis and as needed.

## **AGENDA ITEM #3.1.2.**

- d) Should the Chief Administrative Officers fail to resolve the dispute, the Chief Administrative Officials and Chief Elected Officers will meet to attempt resolution.
- e) If the matter of Intermunicipal concern is not resolved at the administrative and Chief Elected Official level, the initiating municipality shall provide a Notice of Dispute to the other municipality, and request that a confidential review by the Intermunicipal Committee be scheduled. All requests to the Committee shall include supporting resolution from the Council of the initiating municipality authorizing the request. Neither Council will impede progress towards meeting, and will initiate consultation with each other within 14 days.
  - i. The Committee shall review the matter in closed session and may recommend action to both Council's to resolve the matter, or refer the matter to Administration with recommendations to resolve.
  - ii. Every effort will be made to attempt resolution at this stage prior to engaging third party mediation.
- f) If the matter of Intermunicipal concern is not resolved, the Committee shall recommend to the Councils of the Town and the County that a third party mediation, focused on interest based negotiation and mutual success, be commenced within sixty (60) days.
  - i. The Committee shall appoint a mutually agreeable mediator.
  - ii. The Committee will provide the mediator with an outline of the dispute and any agreed statement of facts.
  - iii. The Town and the County will provide the mediator access to all records, documents and information that the mediator may reasonably request.
  - iv. All proceedings involving a mediator are confidential and without prejudice.
  - v. The costs of such third party mediation will be shared equally between the Town and the County.
  - vi. The municipalities support that mediation creates a cooperative framework for the resolution of future conflict that can be resolved in a positive way that is mutually acceptable to both municipalities, and within the scope of their joint authority.
- g) If the matter of Intermunicipal concern is not resolved through third party mediation, the Committee shall recommend to the Councils of the Town and the County that a rights-based process be pursued, including but not limited to binding arbitration.
- h) When all other opportunities for successful resolution have been exhausted, either municipal Committee may recommend to their respective Council to pursue arbitration.
  - i. The Committee shall appoint a mutually agreeable arbitrator, or have one appointed through Municipal Affairs.
  - ii. The Committee will provide the arbitrator with a report containing a list of the matters agreed upon and those on which there is no agreement between the municipalities.
  - iii. The municipalities may consider final offer arbitration to resolve the dispute.
  - iv. Direct costs incurred by both municipalities pertaining to the arbitration process shall be determined by the arbitrator.

**13. CORRESPONDENCE**

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

i. In the case of the County to:

Kneehill County  
Box 400  
1600 – 2<sup>nd</sup> Street NE  
Three Hills, AB  
T0M 2A0

Attention: Chief Administrative Officer

ii. In the case of the Town to:

Town of Drumheller  
224 Centre Street  
Drumheller, AB  
T0J 0Y4

Attention: Chief Administrative Officer

**14. AUTHORIZATIONS**

In Witness whereof Kneehill County has hereunto affixed its corporate name and seal this \_\_\_\_ day of \_\_\_\_\_ 2020 and the Town of Drumheller has hereunto affixed its corporate name and seal this \_\_\_\_ day of \_\_\_\_\_ 2020.

**Kneehill County**

**Town of Drumheller**

\_\_\_\_\_  
Reeve, Jerry Wittstock

\_\_\_\_\_  
Mayor, Heather Colberg

\_\_\_\_\_  
CAO, Mike Haugen

\_\_\_\_\_  
CAO, Darryl Drohomerski

**Appendix A POTENTIAL SHARED SERVICES, OR AGREEMENTS**

1. The Municipalities have identified that the following items will be explored in further detail after the adoption of the Intermunicipal Collaboration Framework:
  - Senior's Housing Initiatives
  - Joint advocacy and support regarding transmission and distribution costs with respect to electric and gas
  - Collaborative road maintenance (Danchuk Road)
  - Valley Bus operation
  - Recreation
  - Emergency Services (Fire, Disaster Mutual Aid)
  - FCSS Services
  - Regional Tourism Initiatives

**Town of Drumheller  
REQUEST FOR DECISION**



<b>TITLE:</b>	<b>Intermunicipal Collaboration Framework (ICF) Agreement: Town of Drumheller and Special Areas Board</b>
<b>DATE:</b>	March 27, 2020
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T., Chief Administrative Officer
<b>ATTACHMENT:</b>	ICF Agreement – Drumheller/Special Areas

**SUMMARY**

Attached is the formal draft of the proposed ICF Agreement with Special Areas Board. This document has been reviewed and refined by both Administrations and circulated to both the Drumheller Council committee and the Special Areas Board for draft review. The Special Areas Board adopted this document at their March 10, 2020 meeting.

The deadline to submit the documents to the Province along with Council Resolutions has not been changed from the March 31, 2020 deadline as of the date of this document. We recognize that the committees have not been able to meet with some of our neighbours, including Special Areas Board, however both parties are committed to meeting and further discussions once we establish a protocol for business continuity during the Covid-19 pandemic.

**RECOMMENDATION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Special Areas Board, as presented.

**DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):**

The content of the ICF document is similar to the other Drumheller ICF agreements with neighbouring municipalities. The content of these streamlined ICF Agreements meet the basic legislated requirements that the province requests through the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act.

Given the limited amount of direct interaction between both municipalities when it comes to providing services for residents that reside within each jurisdiction, there is limited need to reference any matters beyond the basic requirements that the ICF's contain mechanisms for working together on matters of mutual interest, and resolving conflicts if / when differences arise.

**FINANCIAL IMPACT:**

Once in place, it will not be necessary to dedicate specific financial or staff resources to meeting the ongoing obligations that will follow the adoption of the ICF.

**STRATEGIC POLICY ALIGNMENT:**

These agreements between adjoining municipalities are a requirement of the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act. It also provides good intermunicipal collaboration with our neighbours.

**MOTION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Special Areas Board, as presented.

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Prepared By: Mike McLean  
Senior Administrative Assistant

*Darryl Drohomerski*

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Approved: Darryl Drohomerski, C.E.T.  
Chief Administrative Officer



# **“DRAFT” Special Areas Board and Town of Drumheller**

**INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT**

**Moving Forward In Providing Services And  
Opportunities For The Future**



## **FORWARD**

Special Areas Board and Town of Drumheller have distinct and similar municipal characteristics. Both municipalities are based upon building and maintaining core services including roads, bridges and emergency services which are designed to service an agricultural, tourism and resource-based economy.

Collaboration between the two municipalities, where desired, allows for the ability to provide more efficient and better service levels to municipal ratepayers in the region. While some services can be provided solely in a single municipality, working together can improve economies of scale, sustainability of some services, quality of services, and efficiency in delivery.

The two municipalities are committed to identifying current and future issues where joint benefits may be realized through more formalized and rigorous processes, cooperation, and agreements.

Recognizing that it is a legislative requirement of the Provincial Government for municipalities to collaborate, Special Areas Board and Town of Drumheller have agreed upon this Intermunicipal Collaboration Framework Agreement.

## **Goals of the Intermunicipal Collaboration Framework Agreement**

The Intermunicipal Collaboration Framework has five main purposes:

1. To meet the requirements of provincial legislation.
2. To promote the principles of collaboration between neighboring municipalities with a common border.
3. To ensure municipalities consult and communicate on intermunicipal matters.
4. To clearly lay out a process where the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.
5. To consider appropriate fair funding mechanisms and deal with differences

which may occur from time to time.

## *The ICF Agreement Between Special Areas Board and Town of Drumheller Will:*

**Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers:** Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

**Strengthening the region while maintaining local autonomy:** Special Areas Board and Town of Drumheller Council each maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider regional service delivery where feasible in the decision-making process.

**Promote networks and linkages:** Developing positive joint approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between both municipalities.

**Embrace differences in respective municipalities:** The distinct characteristics of the individual municipalities is advantageous in providing choice and diversity.

**Cooperation not Competition:** Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such Special Areas Board and Town of Drumheller Council will emphasize cooperation and therefore not direct competition with respect to setting municipal policy.

**Foster an environment of openness and trust:** Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

## *Commitment to Consultation and Cooperation – Consultation Protocol*

The fundamental basis of this agreement is communication and consultation and as such the two municipalities agree to consult on projects which have a regional impact, and both agree to meet and work through matters as they arise. As issues arise, they will first be handled by Special Areas' Chair and Town of Drumheller's Chief Administrative Officer, or their respective designates, and if that does not resolve the concerns it shall be dealt with by a committee from each jurisdiction recognizing time may be of the essence.

It is understood that this agreement will encourage communication at all levels of the organization

to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about regional issues and concerns.

### ***Roles in Managing the Intermunicipal Collaboration Framework Agreement***

#### ***The Role of the Board and Council***

Special Areas Board and Town of Drumheller Council each retains the ability and responsibility to make decisions on behalf of their residents. By signing onto the agreement, both the Board and the Council, as well as their respective administrations are committed to increased cooperation.

#### ***The Role of the Chair and Chief Administrative Officer***

Special Areas' Chair and Town of Drumheller's Chief Administrative Officer have been identified as the principal individuals responsible for maintaining the agreement, its delivery and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Special Areas' Chair and Town of Drumheller's Chief Administrative Officer will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of Special Areas Board and Town of Drumheller Council. Disputes or disagreements between Special Areas' Chair or Town of Drumheller's Chief Administrative Officer will be dealt with by a dispute resolution committee set up with members from each council.

#### ***The Role of Staff***

Staff will be responsible to ensure the principles of the agreement are carried out operationally. Staff will work cooperatively with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective Administrator any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes among staff or municipal contractors between the municipalities will be dealt with by Special Areas' Chair and Town of Drumheller's Chief Administrative Officer.

### ***Conflict Resolution***

The municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the problems initiated, Special Areas' Chair and Town of Drumheller's Chief Administrative Officer and/or respective Chief Elected Officials will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.
5. If a conflict or dispute cannot be resolved between Special Areas' Chair and Town of Drumheller's Chief Administrative Officer and/or the respective Chief Elected Officials, then both municipalities will follow the Arbitration Act.

### ***ICF Agreement – Statutory Provisions***

Amendments to the Municipal Government require municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services that benefit residents in more than one municipality and are to identify which municipality is responsible for the services being provided and how the service will be delivered and funded.

#### ***Emergency Services***

Special Areas Board and Town of Drumheller have jointly entered into a Disaster Services Mutual Aid Agreement, dated November 27, 2008. Both municipalities agree to assist each other, where practical, in the event of large-scale disasters.

#### ***Other Services***

No agreements exist or are currently required between Special Areas Board and Town of Drumheller for other areas of service at this time. Other services can be made available on a "cost basis" where service capacity exists.

#### ***Funding Contributions***

There will not be any cost shared funding applicable or required as a result of this agreement. However, in the future, for those service areas where both municipalities deem it prudent to

provide shared services, then the two municipalities will work collaboratively towards funding the service in a manner that is fair and equitable to both jurisdictions. A formula may be derived where each municipality pays their proportional share.

### *Commitment to Collaboration*

Special Areas Board and Town of Drumheller acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honor all applicable legislation with respect to intermunicipal collaboration within the Province of Alberta.

DRAFT

**Town of Drumheller  
REQUEST FOR DECISION**



<b>TITLE:</b>	<b>Intermunicipal Collaboration Framework (ICF) Agreement: Town of Drumheller and Starland County</b>
<b>DATE:</b>	March 27, 2020
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T., Chief Administrative Officer
<b>ATTACHMENT:</b>	ICF Agreement – Drumheller/Starland County

**SUMMARY**

Attached is the formal draft of the proposed ICF Agreement with Starland County. This document has been reviewed and refined by both Administrations and circulated to Drumheller’s Council committees for review. Starland County Council will be reviewing it before their next council meeting on April 12, 2020.

The deadline to submit the documents to the Province along with Council Resolutions has not been changed from the March 31, 2020 deadline as of the date of this document. The Committee’s and administration did attempt to meet in March to discuss the opportunities for collaboration, however, with the outbreak of the pandemic, this meeting was postponed for the time being. Both parties are committed to further discussions on our services once we establish a protocol for business continuity during the Covid-19 pandemic.

**RECOMMENDATION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Starland County, as presented.

**DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):**

The content of the ICF document is similar to the other Drumheller ICF agreements with neighbouring municipalities. The content of these streamlined ICF Agreements meet the basic legislated requirements that the province requests through the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act.

Given the amount of direct interaction between both municipalities when it comes to providing services for residents that reside within each jurisdiction, there is a need to reference several items beyond the basic requirements, as noted in Appendix A of the ICF document. These items will be discussed between the administrations and Council Committees as soon as practical.

**FINANCIAL IMPACT:**

It is undetermined at this time of the amount of financial impact that the adoption of the ICF will require. Further discussions between our two committees will help refine these requests.

**STRATEGIC POLICY ALIGNMENT:**

These agreements between adjoining municipalities are a requirement of the modernized Municipal Government Act, and recent amendments with Bill 25 and the Red Tape Reduction Implementation Act. It also provides good intermunicipal collaboration with our neighbours.

**MOTION:**

That Council approve the Intermunicipal Collaboration Framework Agreement between the Town of Drumheller and Starland County, as presented.

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Prepared By: Mike McLean  
Senior Administrative Assistant

*Darryl Drohomerski*

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Approved: Darryl Drohomerski, C.E.T.  
Chief Administrative Officer

# STARLAND - DRUMHELLER INTERMUNICIPAL COLLABORATION FRAMEWORK

**THIS AGREEMENT** made effective March 30, 2020, between:

**STARLAND COUNTY**

103 MAIN STREET  
MORRIN, ALBERTA  
T0J 2B0  
(the "County")

and the

**TOWN OF DRUMHELLER**

224 CENTRE STREET, DRUMHELLER, ALBERTA  
T0J 0Y4  
(the "Town")



(hereinafter called the "Parties")



## **PREAMBLE**

**WHEREAS**, the County and the Town recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

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

**WHEREAS**, the parties are committed to the principle of mutual benefit to deliver some services within the region effectively, efficiently, and economically; and

**WHEREAS**, the parties share a common border; and

**WHEREAS**, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services.

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

## **1. PURPOSE**

a) The purpose of this Framework is to establish an Intermunicipal Committee and a collaborative process to direct intermunicipal communication and cooperation to support services that have mutual benefit.

## **2. SIGNATORIES**

a) The signatories to this Framework are the Reeve, Mayor and the Chief Administrative Officers of each municipality.

b) The terms "Signatory", "Party", "Partner", and "Municipalities" may be used interchangeably in this agreement.

## **3. DEFINITIONS**

a) In this Agreement:

**"Arbitration"** means a process to resolve disputes outside the courts. An arbitration decision is legally binding on both sides and enforceable in the courts.

**"Capital Costs"** means expenses related to developing or obtaining infrastructure or other hard

assets such as new facilities/equipment, expansions to existing facilities/equipment, and intensification of use of existing facilities.

**“Chief Administrative Officer”** means the Chief Administrative Officer for each municipal jurisdiction party to this agreement or their designate(s) thereof. “Chief Administrative Officer” or “CAO may be used interchangeably in this Agreement.

**“Committee”** means Intermunicipal Collaboration Committee as defined in Section 5 of this Framework.

**“Dispute Resolution Process”** includes a wide range of processes, including mediation and arbitration or various forms of, with each being an alternative to litigation, designed to meet the unique needs of the parties involved or the dispute at hand.

**“Final Offer Arbitration”** refers to arbitration in which both parties submit their final offer to the arbitrator, and the arbitrator will choose one offer as the resolution to the dispute. The process gives each party an incentive to make a reasonable offer. The arbitrator’s decision is final and binding on the parties.

**“Framework”** or **“Agreement”** may be used interchangeably in this document and means this agreement including all Appendices hereto.

**“Intermunicipal Service Provision”** refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

**“Lead”** refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.

**“Mediation”** means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interest of the parties.

**“Mediator”** refers to the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

**“Municipal Service Provision”** refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

**“Mutual Benefit”** means equality and respect within the relationship between the partners and agreements in which both parties gain value.

**“Notice of Dispute”** means a formal motion that approved by Council providing notification from the initiating municipality to the other municipality that a dispute is substantial and requires collaborative action to resolve.

**“Rights-based Process”** focuses on respect for human dignity. This approach holds that our dignity is based on our ability to choose freely how we live our lives, and that we have a moral right to respect for our choices as free, equal, and rational people, and a moral duty to respect others in the same way. This approach asks us to identify the legitimate rights of ourselves and others, in a given situation, as well as our duties and obligations. When confronted with conflicting or competing interests or rights, the parties need to decide which interest has greater merit and give priority to the right that best protects or ensures that interest.

**"Service delivery agreement"** means a legally binding agreement such as a Contract, Agreement, or Memorandum of Understanding that outlines cost-sharing and management of new arrangements, and is signed by both parties.

**“Services”** or **“In Scope Services”** means services that both parties may consider for joint cost sharing or management and are identified in this Agreement.

**"Signatory”, “Party”, “Partner”, or “Municipalities”** means the Reeve, Mayor and Chief Administrative Officers for each municipality.

**“Third-Party Service Provision”** refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

**"Year"** means the calendar year beginning on January 1st and ending on December 31st.

## 4. TERM AND REVIEW

### Effective Date and Duration

- a) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the passing of bylaws adopting the ICF by the Municipalities.

### Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2023 to review the terms and conditions of the agreement, or upon request by either party.

### Amendments

- c) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- d) Amended copies of this Agreement shall come into force on the passing of bylaws by both municipalities.

## **5. INTERMUNICIPAL COMMITTEE**

- a) The County and the Town agree to create a recommending body known as the Starland – Drumheller Intermunicipal Committee (hereinafter referred to as the Committee).
- b) The Committee will meet on an as required basis and will develop recommendations to the councils on the strategic direction of matters related to collaboration and cooperation affecting residents of the Municipalities, except matters where other current operating structures and mechanisms are operating successfully.
- c) The Committee shall be comprised of two (2) members from each municipal council.
- d) The CAOs will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective councils.
- e) The Committee will promote a consistent and shared flow of information from intermunicipal meetings from a set of common notes that will be established. The common notes will be confidential and regarded as privileged until released by mutual consent of the Chief Elected Officials.
- f) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- g) "Services" or "In scope services" to be considered in this agreement for potential future joint cost sharing or management include:
  - i. Transportation;
  - ii. Water and Wastewater;
  - iii. Solid Waste;
  - iv. Emergency Services;
  - v. Recreation; and
  - vi. Other services that benefit residents.

## **6. FUTURE SHARED SERVICES, INITIATIVES AND AGREEMENTS**

- a) When either municipality seeks to pursue a new shared service or initiative with the other party, the initiating CAO or designate will notify the other CAO.
- b) The initial notification will include a general description of the service, scope of the service, estimated costs, and timing. The receiving municipality will advise the initiating municipality if they support or object in principle and provide reasons.
- c) The Committee will meet to discuss the service within 30 days, if requested by either partner, and may schedule subsequent meetings as needed.
- d) The following criteria may be used when assessing the desirability of new shared services:
  - i. The nature of the service;
  - ii. Proposed efficiencies the shared service will realize and why the service would be better positioned as a shared model;
  - iii. The level of community support including the demonstrated effort by volunteers, if applicable;
  - iv. Relationship to a proposed capital project, and the associated proposed operating costs;
  - v. Projected benefit by residents of both municipalities.
- e) The Committee will review and negotiate the terms related to the new shared service including the cost sharing arrangement of the service. The Committee will provide a recommendation for approval to the councils of the partners.
- f) In the event that the Committee or municipal councils are unable to reach an agreement within 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 as referenced in this agreement. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.
- g) A proposed list of future shared services or initiatives to be explored by the Committee are included in Appendix A of this Agreement. This list may be updated from time to time as agreed to by the Committee.
- h) The Municipalities recognize that the decision to participate in or not participate in a shared service ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the shared service.
- i) Should a municipality proceed on their own without consultation of the other municipality,

with the enhancement or expansion in some capacity of an existing shared service, the other municipality will have no obligation of participation or financial support for the new or enhanced portion related to the shared service.

### **7. SERVICE AGREEMENTS**

- a) Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
  - i. The start date that the change will take effect.
  - ii. A plan to phase out the existing service delivery and to initiate the new service delivery methods.
  - iii. A plan for the phasing in or out of cost sharing, or other arrangements.
  - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a joint cost sharing or management agreement, a service agreement shall be developed on that specific item.
- c) When developing service agreements, the Committee shall:
  - i. Clearly identify which municipality will lead service delivery for the service(s).
  - ii. Determine the appropriate funding for the service(s) discussed.
  - iii. Set out a time frame for the delivery of the service(s) discussed including the start and end date of the service delivery.
  - iv. Set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.

### **8. THE ROLE OF COUNCIL AND ADMINISTRATION**

- a) Each council retains the ability and responsibility to make decisions on behalf of their residents. By approving the Framework, each council is affirming a commitment to increased collaboration, cooperation, and to provide direction to their administration and the public for the importance of increased communication at all levels of the organization.
- b) Together the Councils will seek opportunities to develop and sustain healthy relationships between the two municipalities and professionally communicate to the public the successes, opportunities and challenges being addressed together.
- c) Annually, each municipality will formally communicate through newspaper, social media, website and other methods to their respective residents the services that the two municipalities cooperate in the delivery of and the respective monetary value of these contributions to their municipality.

- d) Administration, through the direction of the CAO, will be the mechanism through which the Framework is formalized, maintained, delivered, and made durable.
  - i. Administration will be responsible to ensure the requirements of the Framework are carried out operationally and can initiate communication on an as needed basis. Quarterly reports will be provided between the CAOs for distribution to Council on how services party to the agreement have proceeded, as well as any other municipal updates that may be valuable as information or supportive to future discussions.
  - ii. Municipal counterparts will work together to address issues that arise within the scope of their authority and mandate and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.
  - iii. To assist in fostering and sustaining a healthy relationship and as a proactive measure to minimize disputes, regular scheduled joint meetings to keep each other updated on current and upcoming issues and events should take place. The Meetings may take different forms (administration to administration, joint councils, ICF Committee, etc.). At minimum, the Councils and the established ICF Committee will each meet once per year.
- e) Regarding the handling and communication of day to day decisions, each of the parties should assume the best of each other and follow up to clarify any concerns and issues. Additionally, each party commits to the following Social Media Guidelines:

Social media refers to freely accessible, interactive web-based technologies used to produce, post and interact through text, images, video and audio to inform, promote, and collaborate. Social media can complement traditional communications and marketing mediums. It is recognized that the use of social media as a communication tool to achieve strategic communication goals will be undertaken by the parties and their representatives from time to time.

It is acknowledged that the use of social media can create instances or environments that may negatively impact the relationship of the parties. As both parties are seeking a positive and respectful relationship, the following guidelines should be adhered to when utilizing social media platforms:

- i. Use should adhere to organizational standards that the respective parties may have in place.
- ii. Should not do anything to harm the reputation of the County or the Town whether or not they are authorized users of social media sites.
- iii. Attacks, badmouthing, or negative statements directed to any of the parties, their representatives, or their employees should not be made.

- iv. Unauthorized posting of personal information (names, address, phone number, email etc.) of other users should not occur.
- v. Material which defames, abuses, or threatens others should not be posted.
- vi. Use should refrain from personal opinion and deal only with facts and official positions of the parties.
- vii. Information that is private and confidential shall not be shared.
- viii. Comments and conversations on social media sites will not be deemed as official correspondence.
- ix. The parties will not speak on behalf of the other party.
- x. Communication should be respectful.
- xi. Material that contains vulgar, obscene or indecent language or images should not be posted.

It is acknowledged by the parties that the use of social media platforms to address disagreements or issues is neither appropriate nor effective. Concerns about the use of social media will be officially addressed to the Council of the other party.

### **9. OVERVIEW OF MUNICIPAL SERVICES**

- a) The County and the Town have both reviewed the services offered to residents.
- b) Based on the review, it has been determined that each party desires to continue to provide services through the various arrangements that are in place independently with their respective municipal partners and third-party bodies.
- c) The following listings indicate which services are provided independently by each municipality, intermunicipally, or via a third-party provider, to residents and ratepayers in each municipal jurisdiction, (as of the date of the signing of this agreement).



## **Service Provision in the County**

The County delivers the following services to its' residents:

- Agricultural Services;
- Bylaw Enforcement (municipal Peace Officers);
- Cemetery Services;
- Family and Community Support Services (through Starland Regional FCSS);
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning and Development Services;
- Safety Codes;
- Recreation and Parks services;
- Seniors' housing (through the Drumheller and District Seniors Foundation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Association);
- Transportation Services;
- Water Services (in part from Town of Drumheller);
- Wastewater Services.

## **Service Provision in the Town**

The Town delivers the following services to its' residents:

- Cemetery Services;
- Bylaw Enforcement;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning, Development and Safety Code Services (through Palliser Regional Municipal Services);
- Recreation and Parks services;
- Seniors' housing (through the Drumheller and District Seniors Foundation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Commission);
- Transportation Services (through Valley Bus Society);
- Water Services
- Wastewater Services.

**10. EXISTING COOPERATION**

- a) The County and the Town have a history of working together to jointly provide the following municipal services to their residents, either directly, or indirectly to their residents:

<b>Service Area</b>	<b>Delivery Method</b>	<b>Service Shared</b>	<b>Funding Arrangement</b>
<b>Transportation</b>	Intermunicipal Collaboration	Certain roads maintained by County or town, however no formal agreement exists for these services. Bus service in Drumheller provides regular service into County	No agreement in place at this time
<b>Water and Wastewater</b>	Intermunicipal Collaboration	Drumheller supplies treated water to the County through two systems.	As per agreement
<b>Solid Waste and Recycling</b>	Intermunicipal Collaboration	County and Town are part of DDSWMA	As per agreement
<b>Emergency Services</b>	Intermunicipal Collaboration	Will provide assistance with Mutual Aid for fire and other disasters in region	Through Mutual Aid Agreement.
<b>Recreation</b>	No Intermunicipal Collaboration	Tourism facilities in both municipalities are part of regional plan, however no agreements exist to date.	No agreement in place at this time
<b>Planning &amp; Development</b>	Intermunicipal Collaboration	Consultative discussion on certain planning and development activities around shared boundary	As per Intermunicipal Development Plan

- b) Where any of the above agreements have lapsed, the Committee may desire to review and renew agreements.

**11. INDEMNITY**

- a) The County shall indemnify and hold harmless the Town, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Town, its employees or agents in the performance of this

Agreement.

- b) The Town shall indemnify and hold harmless the County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County, its employees or agents in the performance of this Agreement.

## **12. DISPUTE RESOLUTION**

- a) It is the desire of the Town and the County to promote public confidence in the leadership of both municipalities by encouraging intermunicipal cooperation and self-directed dispute resolution processes; and
- b) The Town and the County have a mutual commitment to resolve any disputes brought forward and shall make a good faith attempt at resolving perceived disputes prior to mediation; and
- c) Any matter of Intermunicipal concern between the municipalities shall first be informally discussed by relevant administrative officials employed by the Town and County, culminating with discussions between the Chief Administrative officers with the goal of resolving the concern.
  - i. Chief Administrative Officers will report the dispute and resolution to their respective Council on a regular basis as well as through a formal quarterly report.
- d) Should the Chief Administrative Officers fail to resolve the dispute, the Chief Administrative Officials and Chief Elected Officers will meet to attempt resolution.
- e) If the matter of Intermunicipal concern is not resolved at the administrative and Chief Elected Official level, the initiating municipality shall provide a Notice of Dispute to the other municipality, and request that a confidential review by the Intermunicipal Committee be scheduled. All requests to the Committee shall include supporting resolution from the Council of the initiating municipality authorizing the request. Neither Council will impede progress towards meeting, and will initiate consultation with each other within 14 days.
  - i. The Committee shall review the matter in closed session and may recommend action to both Council's to resolve the matter, or refer the matter to Administration with recommendations to resolve.
  - ii. Every effort will be made to attempt resolution at this stage prior to engaging third party mediation.
- f) If the matter of Intermunicipal concern is not resolved, the Committee shall recommend to the Councils of the Town and the County that a third party mediation, focused on interest based negotiation and mutual success, be commenced within sixty (60) days.
  - i. The Committee shall appoint a mutually agreeable mediator.
  - ii. The Committee will provide the mediator with an outline of the dispute and any agreed statement of facts.

- iii. The Town and the County will provide the mediator access to all records, documents and information that the mediator may reasonably request.
  - iv. All proceedings involving a mediator are confidential and without prejudice.
  - v. The costs of such third party mediation will be shared equally between the Town and the County.
  - vi. The municipalities support that mediation creates a cooperative framework for the resolution of future conflict that can be resolved in a positive way that is mutually acceptable to both municipalities, and within the scope of their joint authority.
- g) If the matter of Intermunicipal concern is not resolved through third party mediation, the Committee shall recommend to the Councils of the Town and the County that a rights-based process be pursued, including but not limited to binding arbitration.
- h) When all other opportunities for successful resolution have been exhausted, either municipal Committee may recommend to their respective Council to pursue arbitration.
- i. The Committee shall appoint a mutually agreeable arbitrator, or have one appointed through Municipal Affairs.
  - ii. The Committee will provide the arbitrator with a report containing a list of the matters agreed upon and those on which there is no agreement between the municipalities.
  - iii. The municipalities may consider final offer arbitration to resolve the dispute.
  - iv. Direct costs incurred by both municipalities pertaining to the arbitration process shall be determined by the arbitrator.

### **13. CORRESPONDENCE**

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

i. In the case of the County to:

Starland County  
103 Main Street  
Morrin, AB  
T0J 2B0

Attention: Chief Administrative Officer

ii. In the case of the Town to:

Town of Drumheller  
224 Centre Street  
Drumheller, AB  
T0J 0Y4

Attention: Chief Administrative Officer

**14. AUTHORIZATIONS**

In Witness whereof Starland County has hereunto affixed its corporate name and seal this \_\_\_\_ day of \_\_\_\_\_ 2020 and the Town of Drumheller has hereunto affixed its corporate name and seal this \_\_\_\_ day of \_\_\_\_\_ 2020.

**Starland County**

**Town of Drumheller**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

\_\_\_\_\_  
CAO

**Appendix A POTENTIAL SHARED SERVICES, OR AGREEMENTS**

1. The Municipalities have identified that the following items will be explored in further detail after the adoption of the Intermunicipal Collaboration Framework:

- Family and Community Social Services
- Recreation Services including membership rates at facilities
- Regional Bus Service (through Valley Bus Society)
- Regional Airport
- Tourism related services
- Youth centre programming
- Poverty Reduction Committee
- Senior's Housing Initiatives
- Joint advocacy and support regarding transmission and distribution costs with respect to electric and gas

**Town of Drumheller  
REQUEST FOR DECISION**



<b>TITLE:</b>	<b>Deferral of Business License Fees and Recreation Monthly Fees</b>
<b>DATE:</b>	March 27, 2020
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T., Chief Administrative Officer
<b>ATTACHMENT:</b>	

**SUMMARY**

The Town of Drumheller collects fees for Business Licenses throughout the year, however, businesses must pay their annual license by March 31 of each year. In light of the financial implications caused by Covid-19, Administration is recommending that the deadline for license renewal be moved to the later of: 90 days from April 1, 2020 or when the Provincial State of Emergency has been rescinded.

Administration is also recommending that monthly membership charges be stopped effective April 1 for those customers that have automatic debiting of membership fees. Further, that all memberships be extended for the period of time that the BCF and Aquaplex facilities are closed to the public.

**RECOMMENDATION:**

That Council approve the deferral of Business License Fees for a period of 90 days or the end of the Provincial State of Emergency, whichever is longer.

That Council direct administration to suspend the collection of monthly membership fees for those customers that chose automatic withdrawals and extend the memberships by the length of time the recreational facilities are to be closed.

**DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):**

With many businesses either closed or on reduced service as a result of the pandemic, administration is suggesting that a deferral in collection of business licenses from April 1 to at least July 1, 2020 will provide some financial relief during this emergency. There are currently 182 businesses that have not renewed their license.

Six- and twelve-month recreation membership fees can be paid as a lump sum or can be set up for automatic withdrawal at the beginning of each month. With both the BCF and Aquaplex facilities closed for the unknown period, Administration is recommending that the automatic withdrawal fees be stopped until the facilities reopen to the public. Administration is also recommending that memberships be extended be the period of time the facilities are closed to the public.

Both the business license and recreation fees are approved by Council each year. Therefore, Council must approve the deferral of these fees.

Request for Decision  
Page 2

**FINANCIAL IMPACT:**

To be determined

**STRATEGIC POLICY ALIGNMENT:**

Town of Drumheller COVID-19 response.

**MOTION:**

- 1 - That Council approve the deferral of Business License Fees for a period of 90 days or the end of the Provincial State of Emergency, whichever is longer.
- 2 - That Council direct administration to suspend the collection of monthly membership fees for those customers that chose automatic withdrawals for and extend memberships by the length of time the recreational facilities are to be closed.

\_\_\_\_\_  
Prepared By:

*Darryl Drohomerski*

\_\_\_\_\_  
Approved: Darryl Drohomerski, C.E.T.  
Chief Administrative Officer