

**AGENDA FOR THE REGULAR MEETING OF
THE COUNCIL OF THE TOWN OF ONOWAY
HELD ON THURSDAY, MARCH 19, 2020 IN THE COUNCIL CHAMBERS
OF THE ONOWAY CIVIC OFFICE AT 9:30 A.M.**

1. CALL TO ORDER

2. ADOPTION OF AGENDA

- as is, or with additions or deletions

3. ADOPTION OF MINUTES

Pg 1-5 - March 5, 2020 Regular Council Meeting

4. APPOINTMENTS/PUBLIC HEARINGS

Pg 6-9 - 10:00 a.m. – Auditor Appointment with Council – Phil Dirks to present 2019 draft audited financial statements (*approve statements as presented or with amendments*)

5. FINANCIAL REPORTS – n/a

6. POLICIES & BYLAWS - 2020 Business License Bylaw 769-20

Pg 10-18 a) The updated Business License Bylaw is attached. Keystone Strategies has provided suggested updates to the Bylaw to reflect the regional business license and Partners in Progress member municipalities. (*for all four readings at meeting time*)

7. ACTION ITEMS

a) Coronavirus Preparation/Update – Standing item - further to the March 16, 2020 Special Council meeting, Council did support: closure of the administration office to the general public until further notice; limiting public engagement at Council meetings to urgent and time sensitive matters only; closure of the Onoway Public Library for the next 14 days; 3 staff members in self-isolation for the next 14 days. *(for discussion and direction of Council at meeting time)*

Pg 19-20
b) Onoway and District Chamber of Commerce – please refer to the February 25, 2020 letter from Edward Gallagher, President requesting permission to conduct a parade for Heritage Days on Saturday, June 6, 2020. The Chamber is also asking for the Town to assist by: providing barricades and adult reinforcement from either Public Works staff or our Community Peace Officers (CPOs) at barricades where motorists have not complied in the past *(for discussion and direction of Council at meeting time)*

c) Bretzlaff Park – further to the discussion at the February 20, 2020 Council meeting, Administration has had discussions regarding the development of a BMX Park. At this time, Administration does not feel we are prepared for any construction in 2020 and we should allow the field to be farmed. *(for discussion and direction of Council at meeting time)*

d) Onoway Lagoon Disposal Rate Increase – the Town has received a request from Lisa Standeven, Standstone Vacuum Services to defer the increase in disposal rates for the Onoway Lagoon during the COVID-19 Pandemic. The increase was scheduled to take place in April, 2020. Additional information will be provided at meeting time. *(for discussion and direction of Council at meeting time)*

Pg 21-25
e) Fortis/Alberta Grants for Environmental Initiatives – please refer to the February 21, 2020 providing information about their Community Investment Program and their Community Naturalization and Tree Planting Grant programs. 12 grants for \$2,500 are available in 2020 and the application deadline is May 1, 2020. *(for discussion and direction of Council at meeting time)*

Page 40

- f) Intermunicipal Collaboration Framework (ICF) Agreement between Onoway and Lac Ste. Anne County – please refer to the February 20, 2020 letter from Matthew Ferris, Manager of Planning and Development, attaching an Agreement for ICF for Council’s review and approval. As per the Municipal Government Act, municipalities are required to have an ICF in place by April 1, 2020. *(to approve the agreement and ratify execution of same)*

g)

h)

i)

8. COUNCIL, COMMITTEE & STAFF REPORTS

- a) Mayor’s Report
- b) Deputy Mayor’s Report
- c) Councillor’s Reports (x 3)
- d) CAO Report
 - Beautification
 - April 29, 2020 DEM Course
- e) Public Works Report

9. INFORMATION ITEMS – n/a

10. CLOSED SESSION – n/a

11. ADJOURNMENT

12. UPCOMING EVENTS:

- April 2, 2020 – Regular Council Meeting 9:30 a.m.
- April 16, 2020 – Regular Council Meeting 9:30 a.m.
- May 7, 2020 – Regular Council Meeting 9:30 a.m.
- May 21, 2020 – Regular Council Meeting 9:30 a.m.
- June 4, 2020 – Regular Council Meeting 9:30 a.m.
- June 18, 2020 – Regular Council Meeting 9:30 a.m.

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, MARCH 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

	PRESENT	<p>Mayor: Judy Tracy Deputy Mayor: Lynne Tonita Councillor: Lisa Johnson Councillor Jeff Mickle Councillor Pat St. Hilaire (arrived at 11:05 a.m.)</p> <p>Administration: Wendy Wildman, Chief Administrative Officer Debbie Giroux, Recording Secretary</p>
	ABSENT	Administration: Jason Madge, Public Works Manager
1.	CALL TO ORDER	Mayor Judy Tracy called the meeting to order at 9:30 a.m.
2.	AGENDA Motion #056/20	<p>MOVED by Deputy Mayor Lynne Tonita that Council adopt the agenda of the regular Council meeting of Thursday, March 5, 2020 with the following addition:</p> <p>7e) Alberta Urban Municipalities Association (AUMA) elected Officials Education Program, Tuesday, March 24, 2020 10. Closed Session</p> <p style="text-align: right;">CARRIED</p>
3.	MINUTES Motion #057/20	<p>MOVED by Councillor Jeff Mickle that the minutes of the Thursday, February 20, 2020 regular Council meeting be adopted as presented.</p> <p style="text-align: right;">CARRIED</p>
4.	APPOINTMENTS/PUBLIC HEARINGS Motion #058/20	<p>Yellowhead East Community Futures staff Michelle Jones, General Manager, and Ellen MacCormac, Community Economic Development Coordinator, presented to Council on: CARES Grant Diversification Strategy Report; Yellowhead East Community Futures Annual Report and Lemonade Day June 20, 2020.</p> <p>MOVED by Councillor Lisa Johnson that the presentation by Yellowhead East Community Futures be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
5.	FINANCIAL REPORTS	n/a
6.	POLICIES & BYLAWS MOTION #059/20	<p>MOVED by Councillor Lisa Johnson that Council defer a discussion on the Draft 2020 Business License Bylaw to a future meeting.</p> <p style="text-align: right;">CARRIED</p>

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, MARCH 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

7.	<p>ACTION ITEMS Motion #060/20</p> <p>Motion #061/20</p> <p>Motion #062/20</p> <p>Motion #063/20</p>	<p>MOVED by Councillor Lisa Johnson that Council accept the discussion on coronavirus preparation for information, and that coronavirus preparation be an action item on Council agendas for the foreseeable future.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Councillor Jeff Mickle that two members of Council be authorized to attend the State of the Region Address being hosted by the Greater Parkland Regional Chamber of Commerce in Stony Plain on Thursday, March 12, 2020 at a cost of \$75.00 per person.</p> <p style="text-align: right;">CARRIED</p> <p>Councillor Pat St. Hilaire arrived at the meeting at 11:05 a.m.</p> <p>MOVED by Councillor Lisa Johnson that Administration register the Town to participate in Pitch-in-Canada Week, declare the week of April 19-26, 2020 as Pitch-in-Canada Week and to reach out to our local community groups to request their participation.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Lynne Tonita that the information regarding the AUMA Elected Officials Education Program being held on March 24, 2020, be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
8.	<p>COUNCIL, COMMITTEE & STAFF REPORTS Motion #064/20</p> <p>Motion #065/20</p>	<p>MOVED by Councillor Jeff Mickle that the Highway 43 East Solid Waste Commission representative from Council be Councillor St. Hilaire and that Councillor Mickle be appointed as the alternate.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Councillor Jeff Mickle that the verbal Council reports and the written and verbal reports from the Chief Administrative Officer be accepted for information as presented.</p> <p style="text-align: right;">CARRIED</p>

TOWN OF ONOWAY
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9.	INFORMATION ITEMS Motion #066/20	<p>MOVED by Councillor Lisa Johnson that Council accept the following items for information as presented:</p> <ul style="list-style-type: none"> a) Town of Onoway Development Permit 20DP02-24- renovation of the existing commercial building and use of the Onoway Medical Clinic at 4927 Lac Ste. Anne Trail South b) Town of Onoway Development Permit 20DP03/24 – construction of an accessory building with a floor area of 187.3 sq. m at 4708 Lac Ste. Anne Trail North c) 2020 Canada Day Family Celebration in Onoway – February 7, 2020 letter from David R. Burton, Canadian Heritage advising of a grant for \$700.00 being awarded for Onoway's Canada Day celebrations d) FortisAlberta 2020 Approved Rates Letter – February 12, 2020 2020 letter from Dave Hunka, Manager, providing their approved distribution rates e) Lac Ste. Anne County – February 21, 2020 letter from Mike Primeau, County Manager providing formal notice that they have decided to terminate the Memorandum of Agreement with the Town for Assessment Review Board Services after the 2019 Assessment year appeal period f) Alberta Municipal Affairs – February 27, 2020 letter from Honourable Kaycee Madu, Minister, providing details about Budget 2020 and the impact on municipalities: MSI; Local Government Fiscal Framework beginning in 2022; Grants In Place of Taxes; Fire Training grants elimination; Alberta Fire Responder Radio Communications System (AFFRCS) transfer to AEMA g) Alberta Urban Municipalities Association (AUMA)–February 28 2020 email from Barry Morishita, President, attaching their preliminary analysis of Budget 2020 <p style="text-align: right;">CARRIED</p>
10.	CLOSED SESSION Motion #067/20	<p>MOVED by Deputy Mayor Lynne Tonita that, pursuant to Section 197(2) of the Municipal Government Act and Section 17 of the Freedom of Information and Protection of Privacy Act (FOIP), Council move into a Closed Session at 12:25 p.m. to discuss the following item:</p> <ul style="list-style-type: none"> 1. "Disclosure Harmful to Personal Privacy" <p style="text-align: right;">CARRIED</p> <p>Council recessed from 12:25 p.m. to 12:30 p.m.</p>

TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
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		<p>CLOSED SESSION:</p> <p>The following individuals were present for the Closed Session: Mayor Judy Tracy Deputy Mayor Lynne Tonita Councillor Lisa Johnson Councillor Jeff Mickle Councillor Pat St. Hilaire</p> <p>Chief Administrative Officer Wendy Wildman Recording Secretary Debbie Giroux</p> <p>Motion #068/20 MOVED by Deputy Mayor Lynne Tonita that Council move out of Closed Session at 12:40 p.m. CARRIED</p> <p>Council recessed from 12:40 p.m. to 12:45 p.m. The meeting reconvened at 12:45 p.m.</p> <p>Motion #069/20 MOVED by Councillor Jeff Mickle that the Town proceed with the purchase of a 15 foot property strip along the north boundary of Lot 1 Block 5 Plan 6288BZ at a purchase price of \$12,000.00, and the Town will pay associated subdivision and registration costs, along with the Town's legal costs. CARRIED</p> <p>Council recessed for lunch from 12:40 p.m. to 1:30 p.m.</p>															
7.	ACTION ITEMS Motion #070/20	<p>MOVED by Deputy Mayor Lynne Tonita that Council accept the review and discussion regarding the draft operating and capital budgets for information and that another draft budget be brought to a future Council meeting. CARRIED</p>															
11.	ADJOURNMENT	As all matters on the agenda have been addressed, Mayor Judy Tracy declared the meeting adjourned at 3:15 p.m.															
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TOWN OF ONOWAY
REGULAR COUNCIL MEETING MINUTES
THURSDAY, MARCH 5, 2020
COUNCIL CHAMBERS OF THE ONOWAY CIVIC OFFICE

Mayor Judy Tracy

Debbie Giroux
Recording Secretary

DRAFT

March 19, 2020

Town of Onoway
Box 540
Onoway, AB
T0E 1V0

Attention: Town Council Members

Dear Council Members:

RE: 2019 AUDIT FINDINGS REPORT

The purpose of this communication is to summarize certain matters arising from the audit that we believe would be of interest to the Town Council ("Council"). Additionally, during the course of our audit we identified matters that may be of interest to management.

The objective of our audit was to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error and to issue an auditors' report that includes our opinion. Our audit was not designed for the sole purpose of identifying matters to communicate. Accordingly, our audit would not necessarily identify all such matters that may be of interest to Council and management and it is inappropriate to conclude that no such matters exist.

This communication should be read in conjunction with the financial statements and our report thereon, and it is intended solely for the use of the Board and should not be distributed to external parties without our prior consent. Metrix Group LLP accepts no responsibility to a third party who uses this communication.

SIGNIFICANT FINDINGS FROM THE AUDIT

Our objective is to communicate appropriately to the Council and management deficiencies in internal control that we have identified during the audit and that, in our professional judgment, are of sufficient importance to merit being reported to Council.

The audit findings contained in this letter did not have a material effect on the Town financial statements, and as such, our audit report is without reservation with respect to these matters.

Significant Deficiencies in Internal Control

Our audit procedures did not reveal any significant deficiencies in internal control.

16

Significant Accounting Policies

Management is responsible for determining the significant accounting policies. The choice of different accounting policy alternatives can have a significant effect on the financial position and results of the Town. The application of those policies often involves significant estimates and judgments by management.

We are of the opinion that the significant accounting policies, estimates and judgments made by management do not materially misstate the financial statements taken as a whole. However, we provide the following comments.

Uncorrected Misstatements

There were no significant uncorrected misstatements aggregated by our Firm, for the year ended December 31, 2019.

After considering both quantitative and qualitative factors with respect to the uncorrected misstatements above, we agree with management that the financial statements are not materially misstated.

Significant Difficulties Encountered During the Audit

We encountered no difficulties during our audit that should be brought to the attention of Council. We had the full co-operation of Town management and staff throughout our work and we received full access to all necessary records and documentation.

Management Representations

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our report.

OTHER MATTERS

Inventory

As we have noted previously, currently the Town does not record inventory of supplies, parts, gravel, sand, etc.

The cost of these items on hand at year-end may be insignificant however performing a physical count / inspection, performed by someone independent of purchasing, is a good practice.

Receivables

Accounts Receivable Trial Balance

The Accounts Receivable Trial Balance (for account 3-00-00-274) was not in agreement with the general ledger balance at December 31, 2019 (\$7,695 higher).

We recommend the Town investigate this difference, make any required corrections in 2020, and going forward ensuring month-end processes include comparing / reconciling these balances.

Utilities Trial Balance

The Utilities Trial Balance was not in agreement with the general ledger balance at December 31, 2019 (\$7,458 lower).

While this was likely due to utility payments received between year-end and the date the Utilities Trial Balance we were provided with was generated, we recommend ensuring month-end processes include comparing / reconciling these balances.

Tax Sale Properties

Currently the Town's tax receivables continue to include approximately \$70,000 related to properties the Town obtained through the tax sale process.

The Town may want to take steps to sell or develop these properties in an attempt to expedite the recovery of these amounts.

Line of Credit Interest

During 2019 the Town recorded interest paid on its line of credit as a reduction of interest revenue.

While the amount is not material, the Town should report both interest revenue and expense on a gross basis per *PS 1201.083-.085 Financial Statement Presentation*.

Budget Approval

As we noted previously, Council's approval of the annual operating and capital budgets is documented in the Council minutes. However, to provide evidence the budget figures reported in the Town's financial statements are in fact the approved budget amounts that were approved by Council, we recommend two Council members and the Chief Administrative Office sign and date the budget Council approved and a copy be kept on file.

AUDITOR INDEPENDENCE

We believe it is important to communicate, at least annually, with you regarding all relationships between the Town and our Firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, these standards require us to consider relevant rules and related interpretations prescribed by the CPA Alberta and applicable legislation, covering such matters as:

- (a) holding a financial interest, either directly or indirectly, in a client;
- (b) holding a position, either directly or indirectly, that gives the right or responsibility to exert significant influence over the financial or accounting policies of a client;
- (c) personal or business relationships of immediate family, close relatives, partners or retired partners, either directly or indirectly, with a client;
- (d) economic dependence on a client; and

(e) provision of services in addition to the audit engagement.

We have prepared the following comments to facilitate our discussion with you regarding independence matters.

We are not aware of any relationships between the Town and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence that have occurred from January 1, 2019 to March 19, 2020.

We wish to express our appreciation for the co-operation we received during the audit from the Town staff.

Yours truly,

METRIX GROUP LLP



Philip J. Dirks, CPA, CA
Partner

PJD/cjo

**TOWN OF ONOWAY
BYLAW NO. 769-20**

**A BYLAW FOR THE TOWN OF ONOWAY IN THE PROVINCE OF ALBERTA, FOR THE
PURPOSE OF ESTABLISHING A BUSINESS LICENSE BYLAW FOR BUSINESSES WITHIN THE
TOWN OF ONOWAY**

WHEREAS, it is provided in and by the Municipal Government Act, being Chapter M-26, RSA 2000, Section 7, Part 2, Division 1 and amendments thereto, that the Town of Onoway may license and control all businesses within the Town of Onoway, including the manner of operation, the nature of the operation and the location thereof, and may license any or all such businesses whether or not the business has a business premises within the municipality.

NOW THEREFORE, the Municipal Council of the Town of Onoway, in the Province has deemed it expedient and proper to establish a Business License Bylaw as follows:

SECTION 1 TITLE

I. This Bylaw may be cited as "The Town of Onoway Business License Bylaw".

SECTION 2 DEFINITIONS

For the purpose of this Bylaw and in the Schedules attached hereto, unless the context otherwise requires:

- 2.1** "**Application**" means a written application for a business license as provided for by this bylaw;
- 2.2** "**Business**" includes business, trade, profession, occupation, employment or the providing of goods and services;
- 2.3** "**Business License**" means a license issued pursuant to this bylaw;
- 2.4** "**Business Premises**" includes a store, office, warehouse, building enclosure, yard or other place occupied or capable of being occupied for the purpose of carrying on a business;
- 2.5** "**Chief Administrative Officer**" means the Chief Administrative Officer (CAO) of the Town of Onoway;
- 2.6** "**Council**" means the Municipal Council of the Town of Onoway elected in accordance with the Local Authorities Election Act;
- 2.7** "**Development Officer**" means the Development Officer of the Town of Onoway or anyone designated by the Chief Administrative Officer;

**TOWN OF ONOWAY
BYLAW NO. 769-20**

- 2.8 "Hawker or Peddler"** means any person, whether as principal or agent, who:
- a) goes from house to house or business to business selling or offering for sale any merchandise or services, or both, to any person and not having a permanent place of business within the municipality; or
 - b) offers or exposes for sale to any person by means of samples, patterns, cuts or blueprints, merchandise or services, or both, to be afterwards delivered in and shipped into the municipality; or
 - c) sells merchandise or services, or both, on the streets or elsewhere than at a building that is his permanent place of business, but does not include any person selling:
 - 1) meat, fruit or other farm produce that has been produced, raised or grown by himself; or
 - 2) fish of his own catching
- 2.9 "Home Occupation"** means an occupation carried on within a unit which is districted residential as outlined in the Town of Onoway Land Use Bylaw;
- 2.10 "License Inspector"** means a person authorized by the Chief Administrative Officer to carry out the provisions of this bylaw or anyone acting on his/her behalf;
- 2.11 "Member Municipalities"** means the region consisting of all municipalities within the boundary of Lac Ste. Anne County who are members of Partners In Progress;
- 2.12 "Municipal Tag"** means a form alleging an offence of a Municipal bylaw allowing for voluntary payment of the specified penalty;
- 2.13 "Non Resident"** means any business which does not have a permanent office or place of business in the Town of Onoway;
- 2.14 "Partners In Progress"** means member municipalities within the boundary of Lac Ste. Anne County who have partnered to take advantage of working together to enhance economic development opportunities in the region;
- 2.15 "Regional Business Directory"** means an online directory of all businesses with a valid business license within Partners In Progress member municipalities;
- 2.16 "Regional Business License"** means a Business License, certificate or permit issued to a business by a member municipality of Partners In Progress in which its primary office is located to operate or provide services within the Partners In Progress municipalities;
- A Regional Business License shall be issued for a business that has a business location within the municipal boundary of the Town of Onoway and wishes to conduct business in other Partners In Progress municipalities.
- 2.17 "Resident"** means a business where a permanent office or place of business is situated in either a commercial, industrial, or urban service district of the Town and does not include a transient trader;

**TOWN OF ONOWAY
BYLAW NO. 769-20**

- 2.18** "Seasonal" means any business which operates less than six (6) months in any calendar year;
- 2.19** "Student" means any business operated by an individual who usually attends an educational institute or is enrolled in a recognized educational program;
- 2.20** "Transient Trader" means any person who does not maintain a regular and permanent place of business within the Town;
- 2.21** "Violation Ticket" means a ticket issued pursuant to Part II or Part 111, as applicable, of the Provincial Offences Procedures Act and the regulations thereunder.

SECTION 3 **REQUIREMENT OF A BUSINESS LICENSE**

- 3.1** No person shall carry on or operate any business within or partly within the Town without holding a valid and subsisting business license issued pursuant to the provisions of this bylaw unless specifically exempted by law.
- 3.2** No License shall be required:
1. for any provincial government offices and services;
 2. for any municipal government or services;
 3. for any Federal government offices and services
 4. for any person or business specifically exempt from municipal licensing by legislation

Exempt businesses may voluntarily apply for a Business License and submit the appropriate fee if they choose to be included in the Regional Business Directory.

SECTION 4 **LICENSE INSPECTOR**

- 4.1** The Chief Administrative Officer shall appoint a license inspector to carry out the provisions of this bylaw.
- 4.2** The duties of a license inspector are:
- a) to receive and consider applications for a business license;
 - b) to conduct investigations with regard to proposed applications where necessary;
 - c) to conduct investigations of business premises where necessary;
 - d) to collect business fees pursuant to this bylaw (no fee for 2018 and 2019);
 - e) to grant, with or without conditions, or refuse business licenses where deemed appropriate and for just and reasonable grounds;
 - f) to revoke business licenses for just and reasonable grounds; notice of revocation may be made by personal service upon the holder of the business license or by sending the notice by single registered mail to the person's residence or place of business;
 - g) to commence prosecutions for violation of this bylaw.

**TOWN OF ONOWAY
BYLAW NO. 769-20**

SECTION 5 LICENSE APPLICATIONS

- 5.1 Every person applying for a business license shall submit to the license inspector a written application signed by the applicant or, in the case of a corporation, its duly appointed agent.
- 5.2 A business license for an existing business shall be renewed by the 15' day of February of each year. Renewal shall be effected by a business license holder submitting the proper fees to the license inspector.

SECTION 6 PREREQUISITES FOR A BUSINESS LICENSE

- 6.1 a) No business license shall be granted until such time as the applicant holds a valid development permit where required by the land use bylaw for the business;
- b) No business license shall be granted until such time as the applicant holds a valid provincial or federal license where required by law;
- c) No business license shall be granted if the applicant fails to comply with any other bylaw of the Town of Onoway;
- d) No business license shall be granted until the applicant has submitted to the license inspector the proper fee as provided by this bylaw (no fee required for 2019).

SECTION 7 CONDITIONS OF A BUSINESS LICENSE

- 7.1 Every business license issued under this bylaw shall be posted in a conspicuous place in the business premises of the license.
- 7.2 Every person carrying on or engaged in any business in respect of which a license is required under this bylaw, upon request of the license inspector, shall give to the license inspector all information necessary to enable him to carry out his duties.
- 7.3 Every business license issued under the provisions of the bylaw shall terminate at midnight on the 31st day of December in the year in which the said license was issued, unless revoked (whereby if revoked earlier it becomes void on the date so deemed revoked)
- 7.4 Any business called in by a resident or commercial owner / occupier to undertake any work in renovations, construction, or services to only that property does not require a business license; provided that no advertising is being done on the property by way of a sign.

SECTION 8 OFFICIALS TO HAVE ACCESS TO LICENSE PREMISES

- 8.1 The license inspector shall at all reasonable times have the right after being properly identified, to enter upon any premises licensed under the provisions of this bylaw for the purpose of inspection or for the purpose of ascertaining if the provisions of this bylaw are being complied with. Any person hindering, preventing or refusing such free access after such person has demanded admission and established his/her authority shall be guilty of a breach of this bylaw.

**TOWN OF ONOWAY
BYLAW NO. 769-20**

SECTION 9 TRANSFER OF LICENSE

9.1 A license granted pursuant to the provisions of this bylaw, may upon approval of the license inspector, be transferred from one premises to another premises or from one person or company to another person or company upon payment of a transfer fee to be paid at the time of application for transfer.

SECTION 10 APPEALS

10.1 A person seeking a license may appeal to Town Council in every case where:

- a) an application for a business license has been refused or;
- b) a business license has been revoked.

10.2 An appeal under subsection (1) shall be made by the applicant within thirty (30) days after such refusal or revocation.

10.3 All appeals shall be made in writing addressed to the Chief Administrative Officer (CAO) and shall be dated as of the date received by the CAO.

10.4 Town Council, after hearing the applicant may:

- a) direct a business license be issued;
- b) direct a business license be issued with conditions;
- c) refuse to grant a business license;
- d) uphold the revocation of a business license on grounds which appear just and reasonable.

10.5 A decision of Town Council in respect of an appeal under this section shall be final and binding.

SECTION 11 LICENSE FEES

11.1 The business license fees shall be as established by Schedule A.

11.2 The fee payable for a business license issued shall be the license fee for the full year.

SECTION 12 PENALTY

12.1 Any person who commits a breach of any of the provisions of this Bylaw shall on conviction for such a breach be liable to a penalty as prescribed in Schedule "B" as amended from time to time. Such penalty may be issued on a Municipal Tag or Violation Ticket.

**TOWN OF ONOWAY
BYLAW NO. 769-20**

- 12.2** Where a person is convicted of carrying on a business for which a license fee is payable, without payment of such fee having been paid, the court may, in addition to the fine imposed, direct payment of the applicable license fee to the Town.
- 12.3** Where a business is being carried on in contravention of this Bylaw, or where the breach of the Bylaw is of a continuing nature or where any person is carrying on business or is doing any act, matter or thing without having paid the license fee required to be paid by this Bylaw, then in addition to any other remedy or any penalty imposed by this Bylaw the Town may, in any of these cases, apply to a judge at the Provincial Court of Alberta by way of an action or originating notice for an injunction or other order, prohibiting the person so contravening the Bylaw from continuing to carry on the business without complying with the provision of the Bylaw applicable to the business for which the license is required.
- 12.4** A person shall not obstruct or hinder any person in the exercise of the performance of the person's powers pursuant to this Bylaw.

SECTION 13 VOLUNTARY PAYMENT TAGS

- 13.1** Where a peace officer or bylaw enforcement officer believes that a person has contravened any section of this Bylaw, he may serve upon such person a municipal tag or violation ticket voluntary payment ticket allowing payment of the penalty specified in Schedule "B" for such offense to the Town and such payment shall be accepted by the Town in lieu of prosecution for the offense.
- 13.2** If a person, upon whom a voluntary payment tag is served, fails to pay the required sum within the time specified in the voluntary payment tag, the provisions of this section regarding acceptance of payment in lieu of prosecution do not apply.
- 13.3** Nothing in this section shall:
- a) prevent any person from exercising his/her right to defend any charges of committing a breach of any provision of this Bylaw;
 - b) prevent any Bylaw Enforcement Officer, Licensing Officer or any Peace Officer from laying an information or complaint in lieu of serving a voluntary payment tag, or
 - c) prevent any person from exercising any legal rights such person may have to lay an Information or complaint against any person (whether such person has made payment under the provisions of this bylaw, or not) for a breach of any provision of this Bylaw;
- 13.4** Where any person has made payment pursuant to the provisions of this section and is subsequently prosecuted at the instance of some person other than the Town for the offense in respect of which payment has been made, such payment shall be refunded.

**TOWN OF ONOWAY
BYLAW NO. 769-20**

SECTION 14 REGIONAL BUSINESS LICENSE

14.1

- a) Any Resident Business within the Town of Onoway may obtain a Regional Business License;
- b) The holder of a valid Regional Business License issued by a member municipality of Partners In Progress shall be entitled to carry on business within the Town of Onoway;
- c) If a member municipality revokes an annual business license for a business that also holds a Regional Business License, that revocation shall also apply to the Regional Business License, and the municipality must, within seven working days, notify all Partners In Progress member municipalities

SECTION 15 SCHEDULE

14.1

The documents attached hereto and marked "Schedule A" and "Schedule B" shall form Part of this Bylaw and shall be identified by the signature of the Chief Administrative Officer of the Town.

SECTION 16 ENACTMENT

16.1

That this bylaw shall rescind: Bylaws 766-19

16.2

That this Bylaw shall come into full force and effect upon the date of the final reading thereof And signed in accordance with the Municipal Government Act.

Read a First Time the 19th day of March, 2020.

Read a Second Time the 19th day of March, 2020.

Unanimously consented to for third reading this 19th day of March, 2020.

Read a third and final time this 19th day of March, 2020.

Mayor Judy Tracy

Wendy Wildman, Chief Administrative Officer

**TOWN OF ONOWAY
BYLAW NO. 769-20**

"SCHEDULE A"

**TOWN OF ONOWAY
BUSINESS LICENSE FEE SCHEDULE**

Resident	\$ 50.00
Non Resident	\$ 50.00
Accessory Home Occupation	\$ 50.00
Student	N/C
Transient Trader/Hawker	\$ 50.00/day \$250.00/week
Transfer Fee	\$ 25.00

**TOWN OF ONOWAY
BYLAW NO. 769-20**

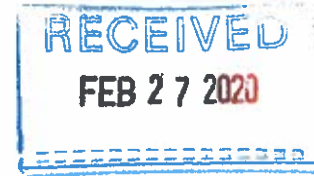
"SCHEDULE B"

**TOWN OF ONOWAY
VOLUNTARY PAYMENT TAGS**

First Offense	\$ 250.00
Second Offense	\$ 500.00
Third & Subsequent Offenses	\$1,000.00



Onoway and District Chamber of Commerce
P.O. Box 723
Onoway, Alberta T0E 1V0



February 25, 2020

Town of Onoway
Box 540
Onoway, AB T0E 1V0

Attention: Wendy Wildman, CAO

Dear Wendy:

**Re: Request for Permission to Conduct Parade
Onoway Heritage Days Parade - June 6, 2020**

I am writing to you today on behalf of the Onoway & District Heritage Society to request permission, in accordance with Town of Onoway Traffic By-law 727-16, paragraph 13, for the annual Onoway Heritage Days parade to be conducted.

Here is the information required by the Bylaw:

1. **Applicant.** The applicant is the Onoway & District Heritage Society. The Onoway and District Chamber of Commerce is providing the organizational support for the parade.
2. **Nature of parade.** This is the annual parade held in association with Heritage Days in Onoway.
3. **Day, Date and Hours.** The parade is scheduled to be held from 11:00 AM to approximately 12:00 PM, on Saturday, June 6, 2020. Assembly will commence at approximately 10:00 AM at the Onoway Heritage Centre parking lot and the nearby school bus loop.
4. **Route.** The standard route starting and ending at the Onoway Heritage Centre parking lot and adjacent school bus loop and proceeding through the Onoway town site will be used.
5. **Number of participants.** At least 75 vehicles and 200 persons are expected as participants.

6. Particulars of Flags, Banners, Placards etc. At this time, specifics are not known. However, the parade organizers will ensure that all such items are in good taste and will not pose a danger to the public.
7. Assistance requested from Town. We request that the Town provide barricades to prevent traffic ingress and egress on the parade route, prior to and during the parade. We would like to confirm the location of barricades with representatives of Public Works a few days in advance of the parade. We will provide some high school students to stop traffic at the barricades, but we request some adult reinforcement from either Public Works representatives or the Community Peace Office at certain key barricades where motorists have been verbally abusive and/or non-compliant in the past .

Should there be any questions, please do not hesitate to contact me.

Yours truly,



Edward Gallagher

President

president@onowaychamber.ca

780-967-2550

Debbie Giroux

From: Jason Madge <jason@onoway.ca>
Sent: February 21, 2020 2:53 PM
To: Wendy Wildman
Cc: administration@wildwillowenterprises.com; Shelley Vaughan; Penny Frizzell; Debbie Giroux
Subject: Re: FortisAlberta offers \$2,500 grants for environmental initiatives

How about a joint Town/ elementary school tree planting event? And maybe a seedling to students to plant at home?

Regards,
Jason Madge
Public Works Manager
Ph 780 868 4467

On Feb 21, 2020, at 2:32 PM, Wendy Wildman <cao@onoway.ca> wrote:

Thoughts folks?

Wendy Wildman
CAO
Town of Onoway
Box 540
Onoway, AB. T0E 1V0
780-967-5338 Fax: 780-967-3226
cao@onoway.ca

NOTE EMAIL CONTACT INFORMATION HAS CHANGED TO: cao@onoway.ca

This email is intended only for the use of the party to which it is addressed and for the intended purpose. This email contains information that is privileged, confidential, and/or protected by law and is to be held in the strictest confidence. If you are not the intended recipient you are hereby notified that any dissemination, copying, or distribution of this email or its contents is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

From: Bowering, Debbie <debbie.bowering@fortisalberta.com>
Sent: February 21, 2020 1:18 PM
To: Bowering, Debbie <debbie.bowering@fortisalberta.com>
Subject: FortisAlberta offers \$2,500 grants for environmental initiatives

At FortisAlberta, we believe in contributing to the well-being of the communities where our customers and employees live and work. Through our Community Investment program we work to empower communities by contributing to organizations that offer programs and services that align with our giving focus areas: safety, education, the environment and wellness.

We support our communities with our [Community Naturalization and Tree Planting Grant](#) programs. We invite you to read more about these programs and consider applying on your community's behalf. We have 12 \$2,500 Community Naturalization and Tree Planting Grants available in 2020, and the deadline to apply is end of day **Friday, May 1. Through these grants, we seek to support our municipal customers with developing and improving environmentally-friendly programs and facilities in their communities.**

We look forward to hearing about what your community is doing to enhance the quality of life of your residents!



Grants

[Community Investment](#) [Grants](#) [Environment](#) [Indigenous Engagement](#) [Outreach](#) [In Your Community](#)

Do you have a project designed to save energy or help the environment? Our annual community grants can help you plant trees, naturalize an area or create energy efficiency.

Grants range in value from \$1,000 to \$5,000 and are available to municipalities within our [service area](#).

[View eligibility requirements](#) ➔

[Complete the application form](#) ➔

Community Naturalization and Tree Planting Grants

FortisAlberta has recently awarded our Community Naturalization and Tree Planting Grants for 2019. These programs offer communities in our service area the opportunity to win one of our \$2,500 grants. Through these grants, we seek to support our municipal customers with developing and improving environmentally-friendly programs and facilities in their communities.

Our recipients for 2019 are:

Town of Legal: purchase and plant new boulevard trees

Summer Village of Mewatha Beach: restore a reserve area with trees and a new path and benches

Capital Gateway Facility Enhancement Society: plant trees on Highway 2 near the airport overpass in Nisku

City of Beaumont: enhance Communities in Bloom efforts by beautifying the Heritage Society's historical house

Standard Community Facility Enhancement Society: plant trees in Memory

123



Lane Park which includes a 1.1 km path



Village of Rosemary: plant trees on the school grounds which is frequently used for community events

Summer Village of Ma-Me-O Beach: plant trees and bushes and build an environmental rain garden to assist with maintaining the proper drainage of Pigeon Lake's new sewer utility system

Town of Killam: plant trees as part of the town's walking trail expansion

Village of Clive: enhance Communities in Bloom efforts by planting a memorial garden to encourage community involvement and education

Town of Lamont: plant trees in the park

Town of Claresholm: plant trees in Admunson Park

Village of Glenwood: beautify their new bike park by planting trees to provide shade and protection for residents

Save Energy Grants

Save Energy Grants range in value from \$1,000 to \$5,000 and are available to municipalities including schools and businesses within our **service area.**

Our Save Energy Grants program is designed to assist with energy efficiency projects.



[Complete the application](#) →

Green Up school grants



Our greenUp grant program is designed to help create or enhance an environmental program for students in Elementary/Junior High schools. We have 25 \$1,000 grants for schools to implement an environmental education program. All schools in our service area are eligible to apply.

[View our 2019 greenUp grant recipients.](#)

24



[Complete the application](#) →



ZAP Program

Every year, our ZAP Program teaches 5,000 students how to stay safe around electricity.

[Read more](#) →

Safety



Customer Service

- [Get Connected](#)
- [Save Energy](#)
- [Rates and Billing](#)
- [Meters](#)
- [FAQs](#)

For Business and Industry

- [Construction](#)
- [Oil and Gas](#)
- [Municipalities](#)
- [Retailers](#)
- [REAs](#)

Outages

- [Outage Map](#)
- [Prepare for an Outage](#)
- [During an Outage](#)
- [Planned Outages](#)
- [Report Outage](#)

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25



February 20, 2020

Town of Onoway
4812 51 Street, Box 540
Onoway AB T0E1V0

To Council and CAO,

Re: Intermunicipal Collaboration Framework (ICF)

As you are aware, in accordance with the *Municipal Government Act*, municipalities are required to have an ICF in place by April 1, 2020.

Please find enclosed a draft ICF for the Summer Village and Lac Ste. Anne County. In consideration of fairness the County has standardized the agreements so that each municipality is treated the same. Lac Ste. Anne County intends on bringing all ICFs to County Council for final approval no later than March 28, 2020.

In the spirit of collaboration, please review the draft ICF and if there are any issues within the draft you would like to discuss further, Lac Ste. Anne County Administration has scheduled the following two days where Administration can meet with any partner municipality, on a first come, first serve basis.

When: March 3, 2020 and March 5, 2020

Time: 9:00 a.m. until 4:30 p.m.

Location: Lac Ste. Anne County Administration office located at 56521 Range Road 65.

If you have any questions, please do not hesitate to ask.

Regards,

A handwritten signature in black ink that reads "Matthew Ferris".

Matthew Ferris
Manager of Planning and Development

CC: Mike Primeau, County Manager
Greg Edwards, Director of Infrastructure and Planning

Table of Contents

PREAMBLE 1

1. PURPOSE 1

2. SIGNATORIES1

3. DEFINITIONS2

4. TERM AND REVIEW3

5. INTERMUNICIPAL COMMITTEE3

6. FUTURE PROJECTS, SHARED SERVICES AND AGREEMENTS4

7. SERVICE AGREEMENTS5

8. THE ROLE OF COUNCIL AND ADMINISTRATION.....5

9. OVERVIEW OF MUNICIPAL SERVICES6

10. EXISTING COOPERATION8

11. INTERMUNICIPAL DEVELOPMENT PLAN9

12. INDEMNITY9

13. DISPUTE RESOLUTION9

14. CORRESPONDENCE11

15. AUTHORIZATIONS11

LIST OF APPENDICES

**APPENDIX A POTENTIAL FUTURE PROJECTS, SHARED SERVICES AND
AGREEMENTS..... A.1**

SCHEDULE I EXISTING SERVICE DELIVERY AGREEMENTS A.2

PREAMBLE

WHEREAS Lac Ste. Anne County and the Town of Onoway 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 and exploring opportunities for collaborative and/or supportive service delivery 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, known as an "Intermunicipal Collaborative 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 explore and support services that have, or may have, mutual benefit.

2. SIGNATORIES

- a) The signatories to this Framework are the Lac Ste. Anne County and Town of Onoway.
- b) The terms "Signatory", "Party", "Partner" and "Municipality" may be used interchangeably in this agreement.

3. DEFINITIONS

a) In this Agreement:

"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 (CAO) for each municipal jurisdiction party to this agreement or their designate(s) thereof.

"Committee" means Intermunicipal Collaboration Committee as defined in Section 5 of this Agreement;

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

"Intermunicipal Development Plan" in this agreement means the Intermunicipal Development Plan that has been developed for Lac Ste. Anne County and Town of Onoway, and any amendments thereto;

"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.

"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.

"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 Section 5 of this Agreement.

"Signatory", "Party", "Partner", or "Municipality" means Town of Onoway and Lac Ste. Anne County.

“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 this Intermunicipal Collaboration Framework (ICF) agreement by three readings of this Bylaw by the respective Municipalities.

Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every five (5) years commencing no later than 2025 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 motions amending the agreement by both municipalities.
- e) Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.

5. INTERMUNICIPAL COMMITTEE

- a) Lac Ste. Anne County and Town of Onoway agree to allow the Committee established within the Intermunicipal Development Plan to act on issues relating to this ICF (hereinafter referred to as the Committee).
- b) The Committee will meet on an as required basis and will develop recommendations to the councils on all matters of strategic direction and cooperation affecting residents of the Municipalities.
- c) 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.

- d) 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.
- e) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- f) "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 benefits residents.

6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS

- a) When either municipality seeks to pursue a new project and/or initiative with the other party, the initiating CAO or designate will notify the other CAO in writing.
- b) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- c) The Committee will meet to discuss the project within 30 days, if requested by either partner, and may schedule subsequent meetings as needed.
- d) The following criteria will be used when assessing the desirability of participating and/or funding of new projects:
 - i. The nature of the project;
 - ii. The level of community support including the demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
 - iii. Relationship of a proposed capital project to the Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities;
 - iv. The projected operating cost for new capital projects;
 - v. Projected utilization by residents of both municipalities; and
 - vi. Municipal debt limit.
- e) The Committee will review and negotiate the terms related to the project or new shared service including the cost sharing arrangement of the project or 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 bylaw. 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 service projects 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.
- g) The Municipalities recognize that the decision to participate in, or not participate in, a project ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the project and any borrowing that could be required.

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 signing on to 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) 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.
- 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.

9. OVERVIEW OF MUNICIPAL SERVICES

- a) Lac Ste. Anne County and Town of Onoway 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 listing indicates 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 Bylaw adoption).

“**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.

“**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.

“**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.

Service Provision in Lac Ste. Anne County

ICF Category	Municipal	Intermunicipal Service Provisions	Intermunicipal between County and Town	Third-Party Service Providers
Transportation	1. Road Maintenance, Snow Plowing, Graveling	1. Transit (East End Bus)		1. Road Maintenance, Snow Plowing, Graveling
Water/Wastewater	1. Water 2. Wastewater 3. Bulk Water Sales	1. Water		1. Water 2. Wastewater 3. Bulk Water Sales

ICF Category	Municipal	Intermunicipal Service Providers	Intermunicipal between County and Town	Third-Party Service Providers
Solid Waste	<ol style="list-style-type: none"> 1. Solid Waste 2. Collection 3. Recycling 4. Transfer Stations 	<ol style="list-style-type: none"> 1. Recycling 2. Transfer Stations 	<ol style="list-style-type: none"> 1. Transfer Station 	<ol style="list-style-type: none"> 1. Landfill 2. Recycling 3. Solid Waste
Emergency Services	<ol style="list-style-type: none"> 1. Fire 2. Emergency Management 	<ol style="list-style-type: none"> 1. Fire 2. Mutual Aid 3. Emergency Response Plan 4. Disaster Services 	<ol style="list-style-type: none"> 1. Mutual Aid 	<ol style="list-style-type: none"> 1. Police 2. Ambulance
Recreation	<ol style="list-style-type: none"> 1. Park/Playground Sites 2. Boat Launches 3. Campgrounds 4. County Arenas 5. Trails 6. Halls 7. FCSS 8. Early Years Education 	<ol style="list-style-type: none"> 1. Programs 2. Administration 3. Cultural 4. Community Program Libraries 5. Sports League 6. Early Years education 	<ol style="list-style-type: none"> 1. Athletic Fields 2. Library 	<ol style="list-style-type: none"> 1. YRL 2. Arenas 3. Community Halls
Other Services that Benefit Residents	<ol style="list-style-type: none"> 1. Bylaw Enforcement 2. Engineering 3. Family & Community Support Services 4. Tax Assessment 5. General Purchasing & Procurement 6. Communication & Public Engagement 7. Asset Management 8. Pest Control 9. Rural Roadside Mowing 10. Rental Equipment 11. Economic Development 12. Planning and Development 13. GIS 	<ol style="list-style-type: none"> 1. Weed Control 2. Family & Community Support Services 3. Assessment Review Board 4. Subdivision and Development Appeal Board 5. Public Works 6. Onoway Medical Clinic 7. Economic Development 8. Broadband 	<ol style="list-style-type: none"> 1. By law Enforcement 2. Assessment Review Board 3. Economic Development 4. Family & Community Support Services 5. Onoway Medical Clinic 6. Broadband 	<ol style="list-style-type: none"> 1. Lac Ste. Anne Foundation 2. Airport 3. Safety Code Permits

Service Provision in Town of Onoway

ICF Category	Municipal	Intermunicipal Service Providers	Intermunicipal between County and Town	Third-Party Service Providers
Transportation	1. Road Maintenance, Snow Plowing, Graveling	1. Transit (East End Bus)		
Water/Wastewater	1. Water 2. Wastewater 3. Bulk Water Sales	1. Water 2. Bulk water		1. Wastewater
Solid Waste	1. Solid Waste Collection 2. Recycling	1. Waste Commission		1. Garbage Collection 2. Recycling
Emergency Services	1. Fire 2. Emergency Management		1. Mutual Aid Fire 2. Mutual Aid Emergency Management	1. Police 2. Ambulance 3. Fire 4. Emergency Management
Recreation	1. Athletic Fields 2. Trails 3. Park/Playgrounds 4. Community Hall 5. Programs 6. Cultural 7. FCSS 8. Library 9. Dog Park 10. Skateboard Park		1. Programs 2. Athletic Fields 3. Library	1. YRL 2. Athletic Fields 3. Arenas/outdoor rink 4. Curling Rink 5. Fitness Gym
Other Services that Benefit Residents	1. Economic Development 2. Family & Community Support Services 3. Communication & Public Engagement	1. Family & Community Support Services 2. Administration. 3. Assessment Review Board 4. Communication & Public Engagement	1. Economic Development 2. Assessment Review Board 3. By law Enforcement 4. Onoway Medical Clinic 5. Broadband	1. Lac Ste. Anne Foundation 2. Electricity 3. Planning and Development 4. Broadband 5. Safety Code Permits 6. Weed Control

10. EXISTING COOPERATION

- a) Lac Ste. Anne County and Town of Onoway have agreements in place or are finalizing agreements to provide the following services to residents and ratepayers (as of the date of ratification of this ICF):
- i. **Recreation:** Lac Ste. Anne County and Town of Onoway will have an agreement in place no later than December 31, 2020 outlining the County's financial support to the Town of Onoway and local service providers.
 - ii. **Emergency Services:** Lac Ste. Anne County and Town of Onoway have a mutual aid agreement in place for emergency services.
 - iii. **Transportation:** Lac Ste. Anne County and Town of Onoway have an agreement in

place where Onoway will contribute to the road upgrades on Township Road 554.

- v. **Enforcement:** Lac Ste. Anne County and Town of Onoway have an agreement in place whereby the County provides the Town with Community Peace Officer and Bylaw Enforcement Services.
 - vi. **Other:** Lac Ste. Anne County and Town of Onoway have an agreement in place whereby the County provides a Regional Assessment Review Board at a fee for service to Town of Onoway.
 - vii. **Other:** Lac Ste. Anne County and Town of Onoway may have an agreement in place for transfer station service for Town of Onoway by Lac Ste. Anne County.
- b) Where any of the above agreements have lapsed, the Committee may desire to review, reconsider and renew agreements on similar or amended terms – or terminate the mutual service.

11. INTERMUNICIPAL DEVELOPMENT PLAN

- a) The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the MGA.
- b) The Intermunicipal Development Plan will be reviewed as required by the IDP, at the request of one or both of the Municipalities, or in conjunction with the review of the ICF.

12. INDEMNITY

- a) Town of Onoway shall indemnify and hold harmless Lac Ste. Anne 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 Town of Onoway, its employees or agents in the performance of this Agreement.
- b) Lac Ste. Anne County shall indemnify and hold harmless Town of Onoway, 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 Lac Ste. Anne County, its employees or agents in the performance of this Agreement.

13. DISPUTE RESOLUTION

- a) Town of Onoway and Lac Ste. Anne County agree that it is important to avoid any dispute by ensuring that the intent of the Framework is followed; and if there are any disagreements as to the interpretation and application of this Framework; or any agreements hereto that do not have a dispute resolution mechanism specified within them; the following binding dispute resolution mechanism, will be implemented.

As agreements are renegotiated over time, it is the intent that all agreements which are contained within the Framework will follow this dispute resolution process.

To satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute or disagreement resolution process consisting of seven stages has been established.

- b) If there is a disagreement regarding matters outlined in the Framework, they shall be addressed and resolved at any of the stages of the dispute resolution process outlined as follows:

DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) Both parties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) Any dispute arising out of the interpretation, implementation of this Framework or any contravention or alleged contravention of this Framework will firstly be addressed by the administrations of both Parties. Where a dispute cannot be resolved to the satisfaction of both Parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Parties.
- 4) Where dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.
- 5) Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both parties, unless the Committee agrees to extend this timeframe.
- 6) Where a dispute cannot be resolved to the satisfaction of the Councils of both parties, the Parties may seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the parties.
- 7) In the event that a dispute cannot be resolved through the above noted provisions, the arbitration processes contained in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

14. CORRESPONDENCE

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

i. In the case of Lac Ste. Anne County to:

**Lac Ste. Anne County
Box 219
Sangudo, AB T0E2A0**

Attention: Chief Administrative Officer

ii. In the case of Town of Onoway to:

**Town of Onoway
4812 51 Street
Box 540
Onoway, AB T0E1V0**

Attention: Chief Administrative Officer

15. AUTHORIZATIONS

Signed and dated on:

Mayor, Town of Onoway

Reeve, Lac Ste. Anne County

CAO, Town of Onoway

CAO, Lac Ste. Anne County

Date

Date

Appendix A POTENTIAL FUTURE PROJECTS, SHARED SERVICES, OR AGREEMENTS

1. The Municipalities have identified that the following items will be explored in further detail after the adoption of this Intermunicipal Collaboration Framework:
 - a) Regional Safety Codes Inspection and Permitting;
 - b) Regional Broadband;
 - c) Economic Development;
 - d) Onoway Medical Clinic
 - e) In-kind contributions

SCHEDULE I - EXISTING SERVICE DELIVERY AGREEMENTS

The Municipalities have worked collaboratively in the past with the following agreements in place to serve residents of both municipalities:

Service Category	Year	Name of Agreement	File Number	Lead Municipality	Funding Arrangement
Recreation and Other Services	2020	Recreation Agreement TBD		Both	
Other Services	2011	Assessment Review Board Services Agreement		Lac Ste. Anne County	Fee for Service
Other Services	2019	Enforcement Services Agreement		Lac Ste Anne	Fee for Service
Emergency	2016	Mutual Aid Fire Agreement		Dependent on Emergency	Fee for Service
Transportation	2018	Township Road 544		Lac Ste Anne County	Municipal Contribution
Emergency	2020	Emergency Management Mutual Aid		Dependent on Emergency	Fee for Service

As new agreements are negotiated, they will be added to this list.