

# REGULAR MEETING OF COUNCIL

#### **Council Chambers, Irricana Centennial Centre, 222 2 Street**

Date: September 3, 2024 Time: 7:00PM

#### A. ATTENDANCE

B. CALL TO ORDER

#### C. <u>AGENDA</u>

#### D. PRESENTATIONS

Item D1: Council Strategic Plan\* (Strategic Steps) (\*Heard in Conjunction with Item I1)

#### E. MINUTES

Item E1: Minutes from August 12, 2024 Regular Meeting of Council

#### F. CORRESPONDENCE FROM PREVIOUS MEETING

#### G. <u>COMMITTEE REPORTS</u>

#### H. OLD BUSINESS

#### I. <u>NEW BUSINESS</u>

Item I1: Council Strategic Plan 2024-2028

Item I2: Tax Installment Payment Plan (TIPP) Bylaw

Item I3: Intermunicipal Collaboration Framework with Rocky View County

Item I4: Rescheduling of September 16, 2024 Regular Meeting

Item I5: Business Systems Update

#### J. COMMUNICATION / INFORMATION

Item J1: Motion Tracker

#### K. COUNCILLOR UPDATE

#### L. CLOSED SESSION

- Item L1: 2023 Audit Progress Update, Closed per Sections 24(1) and 29(1) of the Freedom of Information and Protection of Privacy Act.
- Item L2: Legal Update and Direction, Closed per Sections 24(1) and 27(1) of the Freedom of Information and Protection of Privacy Act.

#### M. <u>ADJOURN</u>

## Item E1

Minutes from August 12, 2024 Regular Meeting of Council

## **IRRICANA** MEETING MINUTES

## **REGULAR MEETING OF COUNCIL**

Council Chambers, Irricana Centennial Centre, 222 2 Street

Date: August 12, 2024 Time: 7:00PM

#### A. ATTENDANCE

**TOWN OF** 

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Mayor:	Jim Bryson
Deputy Mayor:	Julie Sim
Councillors:	Nathanial Fleming, Kim Schmaltz
	Lisa McAree – Absent with Notice
CAO:	Doug Hafichuk
Staff:	Patricia Malthouse

#### B. CALL TO ORDER

The meeting was called to order by Mayor Bryson at 7:02 pm.

#### C. AGENDA

(i) Item C1: Adopt Agenda

108:24 Moved by Councillor Fleming to adopt the Agenda, as presented. CARRIED

#### D. PRESENTATIONS

(i) None

#### E. <u>MINUTES</u>

(i) Item E1: Minutes of the Regular Meeting of Council for July 15, 2024

109:24 Moved by Councillor Schmaltz to accept the Minutes of the Regular Meeting of Council for July 15, 2024, as presented. CARRIED

#### F. CORRESPONDENCE FROM PREVIOUS MEETING

(i) None

#### G. <u>COMMITTEE REPORTS</u>

(i) None

#### H. OLD BUSINESS

(i) None

#### I. <u>NEW BUSINESS</u>

(i) Item I1: Chief Administrative Officer Report

110:24 Moved by Deputy Mayor Sim that the Chief Administrative Officer Report be received for information. CARRIED

(ii) Item I2: Recreation Update

111:24 Moved by Councillor Fleming that the Recreation Update Report be received for information. CARRIED

(iii) Item I3: Public Works Update

112:24 Moved by Councillor Schmaltz that Administration's report be received for information. CARRIED

(iv) Item I4: Enforcement Services Quarterly Report

113:24 Moved by Deputy Mayor Sim that Administration's report be received for information. CARRIED

#### J. <u>COMMUNICATION / INFORMATION</u>

- (i) Item J1: RCMP Quarterly Report
- (ii) Item J2: Letter from Closer to Home

#### K. COUNCILLOR UPDATE

(i) Roundtable Discussion

#### L. <u>CLOSED SESSION</u>

(i) None

#### M. ADJOURN

(i) Adjournment

114:24 Moved by Councillor Fleming to adjourn the meeting at 7:46 pm. CARRIED Mayor Bryson

Doug Hafichuk Chief Administrative Officer



# **Council Report**

To: Mayor and Council

**From:** Chief Administrative Officer

Date: September 3, 2024

**Purpose: Request for Decision** 

**Subject:** Council Strategic Plan (2024-2028)

#### Summary:

The Council Strategic Plan has been finalized and is presented for Council's consideration and approval.

#### **Background and Discussion:**

The Council Strategic Plan (2024-2028) serves as a roadmap for our municipality's priorities, goals, and strategies over the next four years. Once adopted, it will guide decisions and actions in alignment with Council's shared vision for the community.

Strategic planning is a critical process for any organization, especially within the public sector. It involves setting short-term and long-term goals, identifying key priorities, and developing actionable strategies to achieve them. A strategic plan helps to align resources, efforts, and policies with the overarching mission and vision of the municipality, ensuring that all stakeholders are working towards common objectives.

The recent strategic planning process was facilitated by Strategic Steps, a professional services firm with extensive experience in municipal planning and strategy. Strategic Steps has previously engaged with other municipalities to provide them with deep expertise in crafting strategic plans tailored to the unique needs of local governments.

The core of the Council Strategic Plan was developed during a comprehensive workshop held on April 19 and 20, 2024. During this workshop, Council members and the Chief Administrative Officer came together to discuss and refine the vision, mission, and strategic priorities for the community. This collaborative effort laid the foundation for the strategic direction that will guide our actions over the next four years.

A draft version of the Council Strategic Plan was presented at the July 15, 2024, Committee of the Whole Meeting. This initial presentation allowed for feedback and further refinement, ensuring that the plan accurately reflected the priorities and aspirations of Council while validating the thoughts and opinions shared during the planning workshop remained valid.

Following the draft presentation, Administration worked closely with Strategic Steps to incorporate Council feedback received and finalize the document. This collaborative effort has resulted in the cohesive plan presented alongside this report.

Acceptance of the Council Strategic Plan enables the community to move forward with confidence, knowing that there is a clear and shared direction for the future.

#### Regular Review and Updating of Strategic Plan

In adopting the Council Strategic Plan, Administration recommends that Council review the Strategic Plan each year and adjust as necessary. While the Strategic Plan reflects the realities of today, it is foreseeable that future events may dictate some priorities to be expedited, delayed, or abandoned.

Administration recommends Strategic Plan reviews be conducted, generally, in October each year. This timing coincides with other key activities, including the Annual Organizational Meeting, and preparation of the annual interim operating budget.

#### Risks to Implementation and Mitigation Strategies

Effective risk management is critical for the successful implementation of the Council Strategic Plan. Identifying potential risks early and mitigating against them maximizes the likelihood of success.

Notable risks include:

1. Resource Constraints: The municipality may face limitations in financial and human resources, which could hinder the implementation of strategic initiatives. With a modest budget and limited staff, even well-planned initiatives could face delays or need to be scaled back.

2. Economic Uncertainty: Economic fluctuations, such as changes in provincial funding, inflation, or economic downturns, could impact the municipality's ability to fund strategic initiatives or require resources to be deployed elsewhere.

3. Political and Community Support: Strategic plans require broad support from council and the community. Any shifts in political priorities or lack of community buy-in could derail activities.

4. External Factors: External factors such as changes in provincial or federal legislation, environmental disasters, or public health crises could disrupt the implementation of the strategic plan.

5. Technology Challenges: Adopting new technologies or updating existing systems to support strategic goals could face challenges related to compatibility, cost, or user adoption, particularly in smaller municipalities with limited IT infrastructure.

Notable mitigation strategies:

1. Prioritize Initiatives: Focus on the most critical and achievable goals within the plan, particularly those that offer the highest return on investment. By prioritizing initiatives, the municipality can allocate resources more effectively.

2. Foster Strong Communication and Collaboration: Engage regularly with stakeholders, including council members, administrative staff, and the community, to maintain alignment and address concerns. Clear communication can help build and sustain support for strategic initiatives.

3. Secure Funding and Partnerships: Explore external funding sources wherever practical, such as grants, public-private partnerships, or collaborations with neighboring municipalities, to supplement limited resources. Building partnerships can also share the burden of implementation and leverage additional expertise.

#### Budget Considerations

Addressing the budgetary implications of proposed initiatives is vital, particularly for small municipalities with modest financial capacity and limited human resources.

Notable challenges include:

1. Limited Financial Capacity: Smaller municipalities often have restricted budgets, which may not allow for significant discretionary spending. This can limit the ability to invest in new initiatives or respond to unexpected costs.

2. Dependency on External Funding: Small municipalities frequently rely on provincial or federal grants and subsidies to fund projects. Any changes in these external funding sources could jeopardize planned initiatives, including the timing of payments and grant processing times.

3. Revenue Generation: Generating new revenue can be challenging, particularly in municipalities with small populations or limited commercial activity. Raising taxes or fees may not be feasible or politically viable, and investments required to produce revenue generating assets can be significant.

4. Scarcity of Human Resources: Limited staff means that the existing workforce may already be stretched thin, leaving little capacity to take on additional projects or manage complex initiatives. This can slow down implementation and affect the quality of outcomes.

Notable mitigation Strategies:

1. Strategic Budgeting: Align the budget with the strategic plan by prioritizing spending on key initiatives that directly contribute to the municipality's long-term goals. This may involve reallocating funds from lower-priority areas or finding efficiencies within the existing budget. Budget allocations should be tied to a strategic objective, wherever possible.

2. Phased Implementation: Spread out the implementation of strategic initiatives over several years to ease the financial burden. By phasing projects, the municipality can manage cash flow more effectively and adjust plans based on the availability of resources.

3. Leverage Grants and Funding Opportunities: Actively pursue available grants and funding opportunities from higher levels of government or other sources. Develop a grant application strategy to maximize the chances of securing external funds while only spending resources on the pursuit of grants that further actual priorities.

4. Cost-Sharing and Partnerships: Collaborate with neighboring municipalities or other entities on joint initiatives, which can reduce costs and share resources. Public-private partnerships can also bring in additional expertise and financial contributions.

#### Financial Implication(s):

No financial implications.

#### **Recommendation:**

Administration recommends that Council Strategic Plan (2024-2028) be adopted.

#### **Recommendation Motion(s):**

#### Option #1:

Motion #1: **THAT** the Council Strategic Plan (2024-2028) be approved, as presented.

#### Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

### ATTACHMENTS:

Attachment 'A' – Council Strategic Plan (2024-2028)

## Item I1

Attachment 'A' – Council Strategic Plan (2024-2028)



## 2024-2028 Draft Strategic Plan

### Letter from Council

As stewards of our vibrant community, it is with great pleasure and excitement that we share the Town of Irricana's Strategic Plan for 2024-2028. This plan is a collective vision for the future, outlining our commitment to enhancing the quality of life for all who call Irricana home.

Developed through collaboration between Council and Administration, this strategic plan reflects our shared aspirations, priorities, and values. It is a roadmap for guiding our decisions, actions, and investments over the coming years.

Underpinning the strategic plan is a deep commitment to addressing the evolving needs of our community, while preserving the unique character and charm that make Irricana such a special place to live. From promoting economic development and community participation to enhancing infrastructure or creating a sense of belonging, each aspect of this plan is designed to contribute to the well-being and prosperity of our residents.

With dedication and a spirit of collaboration, we invite you to join us in shaping a tomorrow that honors our past and empowers many generations moving forward.

Sincerely,

Mayor Bryson and the rest of Town Council

### Vision, Mission, and Values

To create a strategic plan, Council needs to agree on what they want the future of Irricana to look like. With this collective foresight, Council members have worked to define the municipality's long-term aspirations by creating vision and mission statements. These statements serve distinct purposes, focusing on different aspects of the community's identity and goals.

#### Vision

A vision statement articulates a long-term direction for the community to aspire to. It serves as a guiding statement for decision-making, fostering alignment among council members, administration, stakeholders, and residents. It steers the allocation of resources and the implementation of policies and initiatives. Our vision statement plays a crucial role in shaping the identity and character of our municipality.

Town of Irricana's vision statement:

The Town of Irricana envisions a vibrant and resilient community, where safety, well-being, and families thrive.

#### Mission

A mission statement communicates what the Town of Irricana does and who we serve. It articulates our commitment to serving constituents and defines our fundamental purpose to residents, stakeholders and administration. Together, the mission and vision guide the organization, helping everyone understand who we are, where we're going, and how we make choices. Specifically, our mission will guide the municipality in fulfilling its responsibilities and achieving its long-term goals.

Town of Irricana's mission statement:

We are a welcoming community dedicated to offering the simplicity and warmth of prairie living, laying a solid foundation for the future, while honouring our heritage

## Values

The values expressed here were chosen intentionally by Council and are the guiding principles that determine how the Town of Irricana operates, both in its public-facing and internal functions.

AMBITIONAs a connected community, we will pursue productHONESTYWe are committed to transparency, integrity, or conduct in all interactions, fostering trust, accordingHONESTYWe will respect and honour our rich heritage, or and community values, while embracing innov evolution into the future.	
HONESTYconduct in all interactions, fostering trust, accordinationcredibility within our community.We will respect and honour our rich heritage, conductionTRADITIONand community values, while embracing innov	gress and growth.
TRADITION and community values, while embracing innov	
We prioritize health, safety, and the prosperity of <b>WELL-BEING</b> grow a supportive environment for all member community.	

## Key Areas of Focus, Goals, and High-Priority Tactics

This strategic plan identifies what the Town of Irricana will focus on over the next four years. It is divided into Key Areas of Focus, Goals, and High Priority Tactics, which support each other to achieve our vision and mission.

**Key Area of Focus**: Area of major concentration for Town of Irricana Council over the term of this strategic plan.

**Goal**: Change that is supported by Council. This becomes the answer to "**what** does Council hope to accomplish?"

**High Priority Tactic**: Expected high-priority activity in support of the Goal. These high-level tasks answer the question "**how** will Council achieve the goal?"

## Council's High Priorities for 2024-2025

In this strategic plan, Council has selected four top priorities from the list of goals they have created. These goals are set to be addressed in the upcoming year. Council's high-priority tactic list is expected to change over time as items near completion, and new priorities emerge.

As determined by the Town of Irricana the highest priorities for 2024-2025 are listed below. These high priorities include:

Goal	High Priority Tactic		
1. Strengthen Leadership Continuity for Mayor and Council	Educational materials and training sessions for Council		
2. Update the Municipal Development Plan			
3. Replace end-of-life underground infrastructure	Complete a full assessment of water and wastewater infrastructure		

## Key Area of Focus: Ensuring Good Governance

As we look forward to the future of the Town of Irricana, we fully understand the need to follow a governance structure. Maintaining a good governance structure allows Council to envision the long-term future of the community for many generations to come.

#### Goal 1: Strengthen Leadership Continuity for Mayor and Council

Tactics

- Educational materials and training sessions for Council.
- Document the current Council and administrative procedures in use and record other relevant information important to ensuring role succession.
- Update the election bylaw and related policies to better reflect current circumstances.
- Establish a transition plan to guide activities, decision-making, and interactions with Administration following municipal elections.
- Create educational materials and conduct training sessions to equip prospective elected officials with a clear understanding of municipal governance and their roles.
- Create an orientation package covering municipal operations, key responsibilities, governance processes, and educational supports.

#### Goal 2: Increase inter-municipal collaboration

Tactics

- Hold a workshop with surrounding municipalities' council members to share relevant information and experiences.
- Encourage and facilitate regular 'Council-to-Council' interactions with other municipalities, especially those within the region
- Identify opportunities to share specialized knowledge and resources that are otherwise inaccessible or too costly.

#### How we measure success

Goal	Performance Measure
Goal 1	Council is participating in regular professional development by Q4 2025
Goal 2	Council and senior administration will meet with one regional partner by Q4 2025

## Key Area of Focus: Thriving Community Culture

The Town of Irricana thrives on culture and heritage. We recognize that the success of a community lies not only within its infrastructure and economy, but also its social and cultural landscape.

#### Goal 1: Invest in quality recreational structures

Tactics:

- Build a shelter for the outdoor rink.
- Repair or replace the outdoor rink surface.
- Repair or replace the basketball and tennis courts.

#### Goal 2: Increase local volunteerism

Tactics:

- Develop an appreciation event to honour volunteers.
- Advertise in local media for various volunteer needs.
- Partner with community groups to help membership.
- Create a volunteer garden to honour volunteers.

## Goal 3: Convert the existing cemetery into a park that honours and shares the history of Irricana

Tactics:

- Beautify, repair and refresh gardens and pathways.
- Expand cemetery space by installing a columbarium.
- Establish a scattering garden as an alternative to traditional burial methods.
- Mark and honour unknown graves.
- Install signs featuring biographies of notable residents.
- Design a sign to display the locations of graves and notable figures within the cemetery.

## Goal 4: Align recreation and social service wants/needs with available assets and capabilities

Tactics:

• Complete a recreation and social services needs assessment.

### How we measure success

Goal	Performance Measure
Goal 1	Two new upgrades will be added to outdoor recreation infrastructure by Q4 2028
Goal 2	One advertisement for volunteers will be published in the community by Q4 2026
Goal 3	Two new upgrades will be added to the cemetery by Q4 2027
Goal 4	A social needs assessment will be completed by Q4 2028

## Key Area of Focus: Diverse Economic Growth

In a community like Irricana, growth is a vital lifeline that sustains vitality. It attracts new businesses, spurs job creation, and feeds the local economy ensuring a higher quality of life for residents. Growth also adds energy and diversity to the town, enriching cultural experiences, and promoting social cohesion.

#### Goal 1: Encourage new business

Tactics:

- Optimize a tax incentive program.
- Expand municipal landholdings to enhance development opportunities.
- Expedite development through simplified processes and active engagement.
- Emphasize downtown beautification to encourage local business.

#### Goal 2: Market Irricana

Tactics:

- Advertise that Council is willing to work with developers.
- Ensure that quality of life in Irricana is advertised and marketed on various platforms.

#### Goal 3: Increase rental properties

Tactics:

- Work with a developer to construct an apartment or a seniors complex.
- Reach out to other communities to learn how they have developed similar properties.
- Research borrowing of funds to increase rental capacity in the community.

#### Goal 4: Pursue a 70% Residential / 30% Non-Residential Tax Split

- Incentivize commercial development through tax incentives, grants, or subsidies.
- Increase marketing and outreach efforts through targeted campaigns and outreach.
- Improve infrastructure such as roads, utilities, and transportation links to make areas more appealing for commercial and industrial development.

#### How we measure success

Goal	Performance Measure
Goal 1	A tax incentive program is investigated by Q4 2026
Goal 2	One advertisement highlighting the quality of life in Irricana will be published in the region by Q4 2027
Goal 3	Options for rental properties will be investigated by Q4 2026
Goal 4	Incentivization for business development will be investigated by Q4 2028

## Key Area of Focus: Increasing Environmental Stewardship

The Town of Irricana is dedicated to serving our residents, businesses, and community while sustaining the surrounding ecosystems. We recognize how interconnected environmental health is with community well-being and longevity. Through proactive initiatives and responsible decision-making, we are committed to preserving and enhancing the ecological integrity of our region for present and future generations.

#### Goal 1: Update the Municipal Development Plan

Tactics:

#### • Contract credentialed expertise to lead the process.

#### Goal 2: Replace end-of-life underground infrastructure

Tactics:

- Complete a full assessment of water and wastewater infrastructure.
- Align the Town of Irricana's financial plan to support the replacement of underground utilities and water valves.
- Update the Offsite Levy Bylaw.
- Aim to reduce the Town's water loss ratio.

#### How we measure success

Goal	Performance Measure
Goal 1	The Municipal Development Plan will be updated by Q4 2025
Goal 2	An assessment of water and wastewater infrastructure will be completed by Q4 2025

## Conclusion

The Town of Irricana's 2024-2028 Strategic Plan provides a roadmap developed by Council members and Administration for navigating the future. Council has laid the groundwork for opportunity and will face any challenges as opportunities for growth and transformation.

Council will continue working cohesively together with Administration to achieve the priorities outlined in this plan. It is also important to acknowledge that the external environment in which our Town operates may shift. In response, this strategic plan may need to change course to remain relevant. As with any plan, regular reviews and updates are important to ensure this plan is executed to its full potential.



# **Council Report**

To: Mayor and Council

From: Chief Administrative Officer

Date: September 3, 2024

Purpose: Request for Decision

Subject: Tax Installment Payment Plan (TIPP) Bylaw (Bylaw 007:2024)

#### Summary:

This report seeks Council's approval of the proposed "Tax Installment Payment Plan" (TIPP) Bylaw (Bylaw 007:2024).

#### **Background and Discussion:**

Council identified a Tax Installment Payment Plan (TIPP) program as an important priority for the community, offering property owners a more manageable method for paying their property taxes by allowing them to spread payments over a 12-month period.

Administration has subsequently worked to develop a program for implementation on January 1, 2025, including the requisite Bylaw and administrative processes. In developing the program, the Town of Irricana was generously supported by the Village of Acme, who offered experience-based guidance and in-person demonstration of processes in a similar (software and administrative) environment.

#### Program Purpose

The municipality has traditionally required property taxes to be paid in full by a specific due date each year. While this method is largely effective, it can create financial stress for some property owners, particularly those on fixed incomes or those with fluctuating cash flow.

To address these concerns, the Administration has developed the "Tax Installment Payment Plan" (TIPP) Bylaw, which will allow property owners to divide their annual property tax payments into equal monthly installments. This approach has been successfully implemented in other municipalities and has been well-received by taxpayers.

#### Anticipated Program Benefits

1. Financial Flexibility

TIPP offers property owners a more flexible and manageable way to pay their taxes, reducing the financial burden of a lump-sum payment.

2. Improved Municipal Cash Flow

By allowing monthly payments, the municipality can anticipate a more consistent cash flow throughout the year.

3. Increased Compliance

The ease of monthly payments may result in higher compliance rates, reducing the number of delinquent accounts and improving the Town's financial position.

#### **Overview of Proposed Bylaw**

While Administrative processes will provide for the day-to-day functionality of the program, the Municipal Government Act requires that a Bylaw be passed to allow tax payments to be received be installment.

The Tax Installment Payment Plan Bylaw (Bylaw 007:2024) has been provided for Council's consideration (see Attachment 'A'), with key aspects of the Bylaw being:

1. Eligibility

All property owners are eligible to enroll in the program, provided that they do not have an existing debt to the municipality or have failed to adhere to a previous payment agreement with the Town in the preceding 24-months.

It is important to note that participation is entirely voluntary, and that existing methods of payment (e.g., Annual lump sum, payments by financial institutions, or post-dated cheques) remain available.

#### 2. Payment Structure

Payments are determined by dividing the taxes owing by the number of months remaining in the calendar year.

Generally speaking, this will result in 12 equal monthly payments from January to December each year, however, in instances where enrollment occurs later in the year, the number of payments is adjusted to the number of months remaining in the calendar year.

#### 3. Penalties and Interest:

Property owners enrolled in TIPP will not be subject to penalties or interest for late payment, provided they remain current with their installment payments. Penalties and interest are only applicable if participation in the program ceases and the balance owing not immediately remitted.

4. Withdrawal or Removal from Program

Property owners are free to withdraw from the program at any time, however, balances owing become immediately due and are subject to penalty if unpaid.

Property owners <u>may</u> be removed from TIPP for failing to make a scheduled payment and <u>shall</u> be removed for two consecutive missed payments.

#### Financial Implication(s):

The implementation of the TIPP Bylaw is expected to have a minimal financial impact on the municipality. Administrative costs associated with managing the program will be offset by the benefits of improved cash flow and reduced delinquency rates.

#### **Recommendation:**

The proposed Bylaw represents a positive step towards enhancing the municipality's financial management practices and providing better service to our residents, with approval demonstrating Council's commitment to financial flexibility and taxpayer support.

Administration recommends that Council approve the Tax Installment Payment Plan Bylaw, as presented.

#### **Recommendation Motion(s):**

#### Option #1:

Motion #1: **THAT** the Tax Installment Payment Plan (Bylaw 007:2024) be read for a first time this 3<sup>rd</sup> day of September, 2024.

AND

Motion #2: **THAT** the Tax Installment Payment Plan (Bylaw 007:2024) be read for a second time this 3<sup>rd</sup> day of September, 2024.

AND

Motion #3:	<b>THAT</b> unanimous consent be given for a third and final reading this 3 <sup>rd</sup> day of September, 2024.
	AND
Motion #4:	<b>THAT</b> the Tax Installment Payment Plan (Bylaw 007:2024) be read for a third time this 3 <sup>rd</sup> day of September, 2024.

#### Option #2:

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As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

### ATTACHMENTS:

Attachment 'A' – Tax Installment Payment Plan Bylaw (Bylaw 007:2024) Attachment 'B' – TIPP Enrollment Form (Draft)

## Item I2

Attachment 'A' – Tax Installment Payment Plan Bylaw (Bylaw 007:2024)

## **BYLAW 007:2024**

### A bylaw of the Town of Irricana, in the Province of Alberta, for the purpose of establishing a Tax Installment Payment Plan (TIPP) for municipal property taxes

**WHEREAS** pursuant to the Municipal Government Act, RSA 2000, c M-26, and amendments thereto, authorizes a Council to pass bylaws for municipal purposes; and

**WHEREAS** pursuant to Section 7 of the Municipal Government Act, a Municipal Council may pass a bylaw for municipal purposes respecting services provided by or on behalf of the municipality

**WHEREAS** pursuant to Section 340 of the Municipal Government Act, Council may by bylaw permit taxes to be paid by installments;

**AND WHEREAS** Council wishes to allow property Taxpayers to pay taxes imposed under the Municipal Government Act by way of monthly installment payments;

**AND NOW THEREFORE** the Municipal Council of the Corporation of the Town of Irricana, duly assembled in Council, enacts as follows:

#### Title

1. This Bylaw may be cited as the "Municipal Tax Installment Payment Plan Bylaw"

#### Definitions

- 2. In this Bylaw, the following definitions apply:
  - a. **"Chief Administrative Officer"** means the Chief Administrative Officer of the Town of Irricana or their authorized delegate;
  - b. "Current Year" means the year in which property taxes were assessed;
  - c. **"Municipal Government Act"** means the Municipal Government Act, RSA 2000, c M-26, as amended or replaced from time to time;
  - d. "**Property Tax Notice**" includes any property tax, business revitalization zone tax, local improvement tax, penalty, unpaid cost, charge, or expense as provided in Section 553 of the Municipal Government Act, RSA 2000, M-26;
  - e. **"Property Tax Installment Payment Plan**", also referred to as TIPP, means payment of property taxes on a monthly basis by pre-authorized automatic debit;

- f. "Tax Collector" means the Chief Administrative Officer or their delegate;
- g. "Taxpayer" means the assessed person whose name is on an Assessment Roll in accordance with Section 304 of the Municipal Government Act, that is liable to pay taxes on a property being taxed pursuant to the Municipal Government Act, Part 10, Division 2 – Property Tax;
- h. "Town" means the Corporation of the Town of Irricana

#### Eligibility

- 3. Taxpayers are eligible to enroll in TIPP unless:
  - a. They owe the municipality a debt, including for property taxes levied in a previous year or for other utilities and services provided by the municipality;
  - b. They have defaulted on a previous payment agreement with the municipality in the preceding 24 months.

#### **General Administration**

- 1. Taxpayers may apply to participate in TIPP by completing the Tax Installment Payment Plan Application Form as outlined in Schedule 'A', as amended from time to time.
- TIPP installments for Current Year taxes are collected from January to December of the calendar year, with the Tax Account balance to be paid in full by the December installment.
- 3. Taxpayers participating in TIPP shall not be subject to penalties for the late payment of taxes for those taxes being collected under the program.
- 4. The annual Tax Notice shall identify the total amount of installments paid to date and the calculation of the monthly installment payment for the remaining payments in that year.

#### Payments and Adjustments

- 5. Payments are determined by dividing the Current Taxes owing by the number of months remaining in the calendar year.
- 6. All payments shall be made by way of a pre-authorized automatic debit from a Canadian savings or chequing account designated by the Taxpayer, and due on the first day of each month.
- 7. Dishonored payments shall be subject to penalties, fees, or charges set out in the Master Rates Bylaw.

- 8. Payment installment amounts shall be adjusted annually by the Tax Collector to compensate for changes in taxes resulting from the annual tax levy.
- 9. At the sole discretion of the Tax Collector, monthly installments may be adjusted at any time to account for:
  - a. Changes to the total amount of taxes payable for a property in the current year;
  - b. Any forecasted increase to the property tax amount payable for a property as deemed reasonable by the Tax Collector; or
  - c. Any other factor which could lead to overpayment or underpayment of the total amount of taxes payable in respect to a property at the end of the current year.
- 10. If changes to the monthly TIPP installment are made, Taxpayers shall be notified in writing no less than 30 days prior to any increase taking effect.

#### Withdrawal from TIPP

- 11. Taxpayers may withdraw from TIPP by providing written notice to the Town a minimum of ten (10) working days prior to the next scheduled payment.
- 12. Taxpayers who fail to make a scheduled payment on the due date may be withdrawn from TIPP by the Tax Collector.
- 13. Taxpayers who fail to make two consecutive scheduled payments shall be withdrawn from TIPP by the Tax Collector.
- 14. When a Taxpayer is withdrawn from TIPP by the Tax Collector, a notice shall be sent to the Taxpayer by ordinary mail to the address as listed on the tax roll.

#### Change of Ownership

- 15. If a property is sold or otherwise transferred, the new property owner shall either:
  - a. Pay the remaining unpaid taxes in full on or before the date of purchase;
  - b. Enroll in TIPP for the balance of taxes owing.

#### **Balance Due Upon Cancellation**

- 16. When a Taxpayer withdraws from TIPP:
  - a. Unpaid property taxes become immediately due and payable;
  - b. Penalties on unpaid taxes apply immediately to all unpaid taxes.

#### Severability

17. If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of the Bylaw will remain valid and enforceable.

#### **Effective Date**

18. *Bylaw 007:2024*, being the Municipal Tax Installment Payment Plan Bylaw, is passed when it receives third reading and is signed pursuant to the *Municipal Government Act*.

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

UNANIMOUS CONSENT for THIRD READING given this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Jim Bryson Mayor

Doug Hafichuk Chief Administrative Officer

## Item I2

Attachment 'B' – TIPP Enrollment Form (Draft)

## Tax Installment Payment Plan Application (TIPP)

Town of Irricana	Phone: 403-935-4672
PO Box 100	Fax: 403-935-4270
222 – 2 Street	Email: <u>Irricana@Irricana.co</u>
Irricana, AB TOM 1B0	Web: www.irricana.com

#### Tax Roll Information: (PLEASE PRINT)

Tax Roll Number:			
Applicant's Name:			
Property Address:	Town/City:	Postal Code:	
Mailing Address:	Town/City:	Postal Code:	
Start Date:	Phone Number:		
Monthly Installment: \$	Email Address:		

I/We the Applicant(s):

TOWN OF

- Authorize the Town of Irricana to access my account for the monthly tax installment payment payable to the Town of Irricana on the 1<sup>st</sup> day of each month as payment in part of the taxes for the above-named property.
- Those who wish to be included in the TIPP Program may apply to the Town of Irricana for inclusion provided that, as of the date of application, the following can be met:
  - a) Taxpayer does not owe taxes from any previous year pertaining to the property which is the subject of the application.
  - b) Taxpayer does not currently pay taxes through a mortgage company (P.I.T.: Principle, Interest, Taxes).
- Acknowledge that under the TIPP Program, we shall not be subject to the provisions of the Town's most recent
  property tax bylaw relating to the due date for the payment of taxes, nor to the Town's most recent penalties for
  unpaid taxes bylaw on taxes remaining unpaid.
- Agree that the TIPP installments for the current year's Taxes will be collected from January to December of the current year, with the tax account balance to be paid in full by the December installment.
- Agree that the most recent annual tax levy is divided by 12 to establish a monthly payment amount. When there are less than 12 months left in the year at sign-up, the payment amount is based on the total tax levy remaining for the year, divided by the number of months left in the year.
- Agree all monthly installment payments are due on the first day of each month and shall be paid by automatic bank withdrawal from a savings or chequing account at a bank designated by the taxpayer.
- Acknowledge payments are adjusted twice per year to ensure the taxes are paid in full by the end of the year in which taxes are levied.
- Acknowledge that the annual Tax Notice, usually issued in May each year, will show the total amount of
  installments paid to date and the calculation of the monthly installment payment for the remaining payments in
  that year.
- Acknowledge that if for any reason the taxpayer needs to change or cancel the TIPP, the taxpayer must send written notice to the Town of Irricana a minimum of ten (10) working days prior to the next installment payment.
- Acknowledge that the Town of Irricana may remove a taxpayer from the TIPP program in the event the taxpayer fails to make payment of each tax installment on the due date as required for each installment. If two consecutive payments are missed, the Town of Irricana shall cancel the Agreement upon default and all unpaid taxes become due and payable and are subject to penalties in accordance with the Town's most recent Taxation Bylaw.



- Agree that if any taxpayer payments are not honored by their bank, the Town of Irricana shall charge a service charge as noted in the Town's most recent Master Rates Bylaw.
- Acknowledge that in the event a taxpayer requests removal from the TIPP program, or is removed by the Town of Irricana, all taxes due and owing shall then become due and owing on the due date for the payment of taxes as specified in the Town's annual Property Tax Bylaw and the provisions of the Town's penalties on unpaid taxes bylaw apply to all unpaid taxes due and owing to the Town of Irricana after the due date.

AUTHORIZATION								
Authorized Signature:	Date Signed (MM/DD/YYYY)							
**Authorized Signature:	Date Signed (MM/DD/YYYY)							
TERMS AND CONDITIONS: See N	signature is required on cheques, both are required. Aunicipal Tax Installment <mark>Bylaw XXX</mark> :2024 IPP CALCULATON							
Current Levy \$ divided by m Beginning the 1 <sup>st</sup> Day of	nonths = Amount of Monthly Installment Payment \$							
Your Name Date Your Address Date Pay to the\$ Order of/100 Dollars	<ul><li>A. Cheque Number (<b>Not</b> required)</li><li>B. Transit/Branch Number (5 Digits)</li><li>C. Bank Number (3 Digits)</li></ul>							

D. Account Number – Please include any spaces that appear.

Please submit completed form and VOID Cheque to Town of Irricana Mail: Box 100, Irricana AB TOM 1B0 OR dropped off to: 222 – 2 Street, Irricana AB TOM 1B0

This Tax Installment Payment Plan Agreement may be amended by the Tax Collector from time to time.

Bank Account Holders have certain recourse rights if any debit does not comply with this Agreement. To obtain more information on recourse rights, contact your financial institution or visit: <u>www.cdnpay.ca</u>

#### It is an offence to falsify information on this application.

This personal information is being collected under the authority of the Freedom of Information and Protection of Privacy Act and will be used for the administration of contracts and agreements. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act. If you have any questions about this collection, please contact the FOIP Coordinator at 222, 2nd Street, Irricana, AB TOM 1B0 (403) 935-4672.

Bank Name

959

A

Bank Address

:53999-999

В

Signature

С

999-999-5\*

D

Note

Sample Cheque

TOWN OF



# **Council Report**

To: Mayor and Council

From: Chief Administrative Officer

Date: September 3, 2024

Purpose: Request for Decision

**Subject:** Intermunicipal Collaboration Framework with Rocky View County

#### Summary:

Seeking Council's approval on the renewal of the Intermunicipal Collaboration Framework (ICF) Agreement between the Town of Irricana and Rocky View County.

#### **Background and Discussion:**

The Town of Irricana and Rocky View County are required under the Municipal Government Act (MGA) to maintain an Intermunicipal Collaboration Framework (ICF). This framework facilitates a collaborative approach to service delivery and planning between neighboring municipalities.

The current ICF agreement between the Town of Irricana and Rocky View County was established in 2020 and has been instrumental in fostering cooperation in areas such recreation, solid waste and recycling, emergency management, and fire services. The current agreement is scheduled to expire on December 31, 2024.

Following a thorough review by both municipalities, including a meeting of elected officials for both municipalities, it was been determined that no substantive changes are necessary. A renewed agreement maintains the provisions and terms that have been effective in guiding the collaborative efforts between the two municipalities until December 31, 2028.

The renewal of the ICF ensures the continuation of a strong and cooperative relationship between the Town of Irricana and Rocky View County. The agreement continues to cover key areas of mutual interest and includes mechanisms for collaboration, service delivery, and dispute resolution.

Given that the renewal does not introduce any substantive changes, this process reflects both municipalities' satisfaction with the existing terms and their continued commitment to working together effectively.

#### Financial Implication(s):

There are no immediate financial implications associated with the approval of this ICF renewal. The agreement is expected to continue promoting efficient service delivery and reducing costs by preventing duplication of services.

#### **Recommendation:**

That Council approve the renewal of the Intermunicipal Collaboration Framework (ICF) Agreement between the Town of Irricana and Rocky View County, and that the Mayor and Chief Administrative Officer be authorized to sign the agreement on behalf of the Town of Irricana.

#### **Recommendation Motion(s):**

#### Option #1:

Motion #1: **THAT** the Intermunicipal Collaboration Agreement be approved in accordance with the recommendation provided.

#### Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

#### **ATTACHMENTS:**

Attachment 'A' – ICF Agreement with Rocky View County

## Item I3

Attachment 'A' – ICF Agreement with Rocky View County

# Intermunicipal Collaboration Framework

## Between

# The Town of Irricana

(hereinafter referred to as "Irricana")

# And

# **Rocky View County**

(hereinafter referred to as "Rocky View")

WHEREAS Irricana and Rocky View share a common border around the boundaries of SW-21-27-26-W04M, SE-21-27-26-W04M, NW-21-27-26-W04M, NE-21-27-26-W04M, and a portion of SE-28-27-26-W04M;

AND WHEREAS Irricana and Rocky View share common interests and desire working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so;

AND WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other to:

- provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents.

NOW THEREFORE, by mutual covenant of Irricana and Rocky View, it is agreed to enter into the Intermunicipal Collaboration Framework as follows in Schedule A.





## Schedule "A"

#### A. DEFINITIONS

- 1) Words in this Agreement have the same meaning as in the *Municipal Government Act* except for the following:
  - a. "CAO" means Chief Administrative Officer.
  - b. "Capital Costs" means new facilities, expansions to existing facilities, and intensification of use of existing facilities.
  - c. "County" means Rocky View County.
  - d. "Irricana" means the Town of Irricana as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
  - e. "Framework" means Intermunicipal Collaboration Framework.
  - f. "Intermunicipal Collaboration Framework" means the Intermunicipal Collaboration Framework between the Town of Irricana and Rocky View County, as required under Part 17.2 of the *Municipal Government Act*.
  - g. "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
  - h. "Rocky View County" means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
  - i. "Services" means those services that both parties may address within the Framework, which are:

- i. Transportation;
- ii. Water and Wastewater;
- iii. Solid Waste;
- iv. Emergency Services;
- v. Recreation; or
- vi. Any other services that might benefit residents in both municipalities.
- j. "Service Agreements" means those agreements between the parties to provide for the delivery of Services, whether on a joint, collaborative, or other basis, as described in Part D (2) of this Agreement, and as amended from time to time. Services are shared in one or more of the following ways:
  - i. Municipal no collaboration: No intermunicipal collaboration is used to deliver a service between the parties named in this agreement.
  - ii. Intermunicipal collaboration: Service is delivered through the exchange of funds or resources between the parties named in this agreement.
  - iii. Third Party: A third party is employed to deliver a service that is of mutual benefit to the parties named in this agreement.
- k. "Year" means the calendar year beginning on January 1 and ending on December 31.

#### **B. TERM AND REVIEW**

- 1) In accordance with the *Municipal Government Act*, this Agreement shall come into full force and effect on final passing of resolutions by both Irricana and Rocky View.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement through a new resolution.
- 3) It is agreed by Irricana and Rocky View that the Intermunicipal Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 4) The term of this agreement begins \_\_\_\_, 2024 and ends \_\_\_\_, 2028.

#### C. INTERMUNICIPAL COOPERATION

- 1) Irricana and Rocky View have established an Intermunicipal Committee (hereinafter referred to as "the Committee").
- 2) The Committee will work together in good faith to share information about business that is of mutual interest to each municipality.
- 3) The Committee should meet at least once a year and will share information and provide feedback on intermunicipal or multi-jurisdictional opportunities and issues. Topics may include planning policy, service delivery, or other matters that the Committee deems necessary.
- 4) Meetings of the Committee can be called by either party to this Agreement by requesting a meeting via electronic mail. The parties shall jointly determine a meeting date within thirty (30) days of the receipt of the request.
- 5) The CAOs or designates of both municipalities will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters and for forwarding all outcomes from the Committee to their respective Councils.

#### **D. MUNICIPAL SERVICES**

- 1) Irricana delivers the following services to its residents, including but not limited to:
  - Bylaw Enforcement;
  - Cemetery Services;
  - Family and Community Support Services;
  - Fire and Emergency Management Services;
  - Library Services (through the Marigold Library System);
  - Recreation Services;
  - Business Licensing;
  - Solid Waste and Recycling;
  - Transportation Services; and
  - Water and Wastewater Services.

Rocky View County delivers the following services to its residents, including but not limited to:

- Agricultural Services;
- Bylaw Enforcement (Municipal and RCMP);

- Building Permits;
- Cemetery Services;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Library System);
- Recreation Services;
- Seniors' Housing (through the Rocky View County Seniors Foundation);
- Solid Waste and Recycling through various private third party partnerships;
- Transportation Services; and
- Water and Wastewater Services (through individually owned, privately owned, municipal partners, or Rocky View County systems).
- 2) Irricana and Rocky View have a history of working together to jointly provide the following municipal services, either directly, or indirectly to their residents:

SERVICE AREA	DELIVERY METHOD <sup>1</sup>	SERVICE SHARED	IMPLEMENTATION & FUNDING
Emergency Management	Intermunicipal Collaboration	Mutual Aid Agreement	Irricana is a signatory and member of the Regional Emergency Management Agency with Rocky View.
Fire	Intermunicipal Collaboration	Fire Services Agreement	Fire Services Agreement between Irricana and Rocky View.
Recreation	Intermunicipal Collaboration	Recreation Cost Sharing Agreement	Recreation Cost Sharing Agreement between Irricana and Rocky View.
Solid Waste and Recycling	Intermunicipal Collaboration	Solid Waste Agreement	Transfer Site Agreement between Irricana and Rocky View.
Transportation	Municipal – No Intermunicipal Collaboration	N/A	No implementation required.
Water and Wastewater	Municipal – No Intermunicipal Collaboration	N/A	No implementation required.

#### E. FUTURE PROJECTS & AGREEMENTS

<sup>&</sup>lt;sup>1</sup> Delivery Methods include: Intermunicipal Collaboration, Municipal – No Intermunicipal Collaboration, Third Party Delivery, or Other to be Specified

- 1) Additions or changes to the services that the adjacent municipalities partner upon can be made prior to the end of the four-year term.
- 2) Whether it is a new service, or elimination of an existing service, the municipality whose CAO is initiating the change shall, in writing, contact the CAO of the other municipality.
- 3) Once the receiving municipality has received written notice of a new project or elimination of an existing service, an Intermunicipal Committee meeting date will be determined within thirty (30) days of receiving the notice, unless both parties agree otherwise.
- 4) The Intermunicipal Committee will be the forum used to address and develop next steps to proceed with changes to the ICF. Committee members will inform the whole of their respective Councils of the outcome of this meeting.
- 5) If respective Councils agree to add a new service, or eliminate an existing service, this agreement may be amended by resolution.
- 6) The parties may amend or update any existing Service Agreement from time to time without having to amend or replace this Agreement.

#### F. DISPUTE RESOLUTION

- 1) The Intermunicipal Committee will meet and attempt to resolve any disputes that may arise under this Framework.
- 2) In the event the Committee is unable to resolve a dispute, the parties will follow the process outlined in "Schedule B Dispute Resolution Process";
  - i. Any new Service Agreement or an update to an existing service agreement will include the Dispute Resolution Process, as referred to in F.2 as its dispute resolution clause.

#### G. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework in accordance with their true intent.
- 2) Assignment of Framework. Neither Municipality will assign its interest in this Framework.

- 3) Notices. Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.
- 4) Entire Framework. This Framework and any applicable Service Agreements constitute the entire agreement between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.
- 5) Unenforceable Terms. If any term, covenant, or condition of this Framework, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant, or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby, and each remaining term, covenant, or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 6) Amendments. This Framework may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities. (See also Section B of this Framework).
- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality, but each remedy will be cumulative and will be in addition to every other remedy given hereunder either now, hereafter existing by law, in equity, or by statute.
- 8) No Waiver. No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in

default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.

- 9) **Counterparts.** This Framework may be executed in several counterparts, each of which when so executed will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) Time. Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

#### H. CORRESPONDENCE

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

a. In the case of the Town of Irricana, to:

The Town of Irricana c/o Chief Administrative Officer P.O. Box 100, 222-2<sup>nd</sup> Street Irricana, AB, T0M 1B0

b. In the case of Rocky View County, to:

Rocky View County c/o Chief Administrative Officer 262075 Rocky View Point Rocky View County, AB, T4A 0X2

**IN WITNESS WHEREOF,** the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed	this	day	of	, 2024	in	,
Alberta.						

TOWN OF IRRICANA

#### **ROCKY VIEW COUNTY**

Per:

Per:

Jim Bryson, Mayor

Crystal Kissel, Reeve

Doug Hafichuk, C.A.O.

Byron Riemann, Interim C.A.O.

## Schedule "B" Dispute Resolution Process

#### A. Definitions

- 1) "Initiating party" means a party who gives notice under section B of this Schedule.
- 2) "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 interests of the parties.
- 3) "Mediator" means the mutually agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

#### **B.** Notice of dispute

1) When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

#### C. Negotiation

1) Within fourteen (14) days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

#### **D.** Mediation

- 1) If the dispute cannot be resolved through negotiations within ninety (90) days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

#### E. Report

- 1) If the dispute has not been resolved within six (6) months after the notice is given under section B of this Schedule, the initiating party must, within twenty-one (21) days, prepare and provide to the other parties a report.
- 2) The report should contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the six (6) months have elapsed if:
  - i. the parties agree; or
  - ii. the parties are not able to appoint a mediator under section D of this Schedule.

#### F. Appointment of arbitrator

- 1) Within fourteen (14) days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed upon arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister, with a request to the Minister to appoint an arbitrator.

#### G. Arbitration process

- 1) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 2 of Part 17.2 of the *Municipal Government Act*.
- 2) In addition to the arbitrator's powers under subsection (1), the arbitrator may do the following:
  - i. Require an amendment to a framework;
  - ii. Require a party to cease any activity that is inconsistent with the framework;
  - iii. Provide for how a party's resolutions or bylaws must be amended to be consistent with the framework;
  - iv. Award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

#### H. Deadline for resolving dispute

1) The arbitrator must resolve the dispute within one (1) year from the date the notice of dispute is given under section B of this Schedule.

If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator.

#### I. Arbitrator's order

- 1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2) The arbitrator's order must:
  - i. be in writing;
  - ii. be signed and dated;
  - iii. state the reasons on which it is based;
  - iv. include the timelines for the implementation of the order; and
  - v. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 3) The arbitrator must provide a copy of the order to each party.
- 4) If an order of the arbitrator under subsection (2) is silent as to costs, a party may apply to the arbitrator within thirty (30) days of receiving the order for a separate order respecting costs.

#### J. Costs of arbitrator

1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be shared equally by the parties.



# **Council Report**

To: Mayor and Council

From: Chief Administrative Officer

Date: September 3, 2024

**Purpose: Request for Decision** 

Subject: Rescheduling of September 16, 2024 Regular Meeting

#### Summary:

Administration is requesting that the September 16, 2024 Regular Meeting of Council by rescheduled for September 23, 2024.

#### **Background and Discussion:**

A Regular Meeting of Council is currently scheduled for September 16, 2024. However, due to potential scheduling conflicts and the need for additional time to finalize two priority items, it is recommended that the meeting be postponed by one week.

#### Key Reasons for Rescheduling

1. Completion of Priority Items

*Bylaw Updates for Utility Billing*: Administration is finalizing updates that will facilitate the transition to monthly and electronic utility billing. These updates are essential for modernizing the municipality's billing system and improving service delivery to residents.

2023 Audited Financial Statements: At the time of report writing, it is unclear if additional time may be required to finalize the 2023 Audited Financial Statements. This report is a critical item for Council's review, and ensuring its completion is vital for the municipality's financial transparency and accountability.

2. Scheduling Conflicts Among Administration

The originally scheduled date conflicts with time off for key Administrative staff, which will affect the quality and thoroughness of the reports and presentations prepared for Council. Rescheduling the meeting will ensure that all relevant staff can be present and fully engaged.

3. Intermunicipal Meeting on Shared Wastewater Treatment Project

An important Intermunicipal Meeting is scheduled for September 16, 2024, to discuss a shared wastewater treatment project. This meeting is critical for regional collaboration and the advancement of this significant infrastructure project.

It is anticipated that the meeting will result in a request to Council to provide formal direction to advance the project (to a yet undetermined extent) and trigger time-sensitive work between respective Administrations. Waiting until the next scheduled meeting (October 7, 2024) would result in a delay of three weeks.

#### Implications of Rescheduling

Council Agenda: Rescheduling the meeting will allow for a more comprehensive and well-prepared agenda, ensuring that the Council has all the necessary information to make informed decisions on critical matters, and expedite decisionmaking on potentially time-sensitive matters.

Public Notification: Administration will ensure that proper notice of the meeting date change is provided to the public in a timely manner, in accordance with legislative requirements.

The proposed rescheduling of the September 16, 2024, Regular Meeting to September 23, 2024, will enable the Administration to present a more robust and complete agenda for Council's consideration. This adjustment reflects the Administration's commitment to providing thorough and well-prepared reports for Council's review and to facilitating critical regional collaboration.

#### Financial Implication(s):

No financial implications.

#### **Recommendation:**

It is recommended that Council approve the rescheduling of the September 16, 2024, Regular Meeting to September 23, 2024.

**Recommendation Motion(s):** 

#### **Option #1:**

Motion #1: **THAT** the September 16, 2024 Regular Meeting of Council be rescheduled to September 23, 2024.

## Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

### **ATTACHMENTS:**

No Attachment



# **Council Report**

To: Mayor and Council

From: Chief Administrative Officer

**Date:** September 3, 2024

**Purpose: Provided for Information** 

**Subject:** Update on Business System Replacements

#### Summary:

Administration is providing an update on initiatives to replace business systems.

#### **Background and Discussion:**

The Town is undertaking two important business system initiatives that are intended to improve service capacity and efficiency while reducing overall costs. These initiatives include the replacement of the accounting information system and office telephone system.

#### 1. Replacement of Accounting Information System

The Town has been actively seeking to replace the existing Accounting Information System (AIS), Muniware, with an option better suited its needs. In particular, a highly rigid design that lacks sufficient emphasis on accounting functions makes the existing Muniware system insufficient for day-to-day operational use.

#### Efforts to Date

Beginning in late 2023, Administration began assessing options for replacing Muniware, including reviews or demonstrations of leading software packages like Dynamics GP, TownSuite, and Diligent. These products were generally found to be either lacking important functionality or were scaled (and priced) far beyond the needs of a small urban municipality.

In Spring 2024, the decision was made to pursue an accounting-specific solution, Quickbooks, to address the most critical operational needs and to develop manual processes for functions that Quickbooks could not readily address. This direction would allow time for a more comprehensive search of market offerings while still addressing the primary issues (i.e., Accounting) with the existing AIS and eliminating the ~\$35,000 in annual Muniware costs.

#### R&R Symphony

Administration became aware of R&R Symphony through industry networks and agreed to a demonstration of the product. During the demonstration, it quickly became apparent that Symphony effectively addresses many of the common challenges that the Town has experienced with Muniware. These challenges include limited customization options, complex interfaces, and difficulties in integrating accounting functions smoothly within the system.

R&R Symphony is specifically designed with smaller municipalities in mind, targeting communities with populations under 10,000. This focus allows the system to cater directly to the unique needs and operational scale of towns like ours, offering a more tailored and flexible solution rather than the one-size-fits-all approach that otherwise dominates the market.

The development team behind R&R Symphony brings decades of experience in municipal software, including time spent working with Muniware. This deep understanding of both the unique requirements of smaller municipalities and the limitations of existing products has allowed them to create a system that genuinely meets our needs.

Although R&R Symphony is relatively new to the market, it has already been successfully deployed in other communities, including the Town of Carstairs. Additionally, it is currently being implemented by another municipality with which Irricana is familiar with and could collaborate with while pursuing similar objectives in similar timeframes.

The positive experiences of these communities, coupled with the system's robust design and targeted functionality, solidified R&R Symphony as a strong candidate to replace Muniware, bypassing the interim step of moving to Quickbooks and taking on additional administrative processes.

Ultimately, the decision to pursue R&R Symphony was based on several factors:

**Financial Considerations**: Unlike Muniware, which requires annual licensing fees, R&R Symphony offers a one-time licensing fee. Further, the initial licensing cost for can be spread over a 48-month term, interest-free, and reduce AIS spending from \$35,000 annually to \$20,000 annually during the first four years, before dropping to \$6,000 thereafter.

**Data Customization and Logical Interfaces**: R&R Symphony provides robust data customization tools and user-friendly interfaces, addressing the challenges we have encountered with Muniware. This will streamline our accounting processes and improve overall efficiency, while providing the flexibility to manage high-labour tasks (e.g., Assessment notices, utility billings, account reminder letters) in a simplified manner.

**Municipal-Specific Functionality**: The system is designed with municipalities in mind, featuring modules for utilities, cemetery management, pet licensing, and business licensing, ensuring that all aspects of municipal operations are well-supported. Given the customization and flexibility of Symphony, it is likely feasibly to create Work Order and Project Delivery supports as well.

**Resident Portal**: R&R Symphony includes a Resident Portal that allows residents to access key information about their property, make payments for municipal goods or services, and receive updates on town initiatives. This feature will enhance transparency and convenience for our residents.

#### Next Steps

A full sandbox environment for R&R Symphony will be deployed in September for thorough testing on specific activities, including generating tax certificates, creating assessment notices, and completing bank reconciliations. Pending successful testing, a transition plan will be executed, with a tentative 'Go Live' date of December 1, 2024.

#### 2. Office Telephone System Replacement

The Town is preparing to transition from the older PBX telephone system to a new Voice over Internet Protocol (VOIP) system. This changeover will result in significant service improvements and is projected to save the Town approximately \$6,000 annually.

The new VOIP system, which is scheduled to 'Go Live' on October 1, 2024 offers several key benefits:

- Direct Phone Lines and Voicemail for All Staff: Each staff member will have a dedicated office phone line with integrated voicemail, enhancing direct communication and reducing missed calls.
- *Full Portability*: The system supports remote work and disaster preparedness by allowing staff to access the phone system from any location with an internet connection, ensuring continuous operation under various circumstances.
- *Integration with Email Systems*: The new system integrates seamlessly with our existing email infrastructure, enabling unified messaging (voicemail, fax, text) within the email platform, simplifying communication management for staff.
- Enhanced Customer Experience: With advanced menu customization and improved switchboard tools, the new system is designed to streamline customer interactions, offering a more efficient and user-friendly experience for callers.

In conclusion, the transition to the new VOIP system and the ongoing replacement of our accounting information system reflect the Town's commitment to improving operational efficiency and service delivery while reducing costs. These updates will better position the Town to meet future challenges and serve our community effectively.

### Financial Implication(s):

No financial implications.

#### **Recommendation:**

It is recommended the report be received for information.

#### **Recommendation Motion(s):**

#### **Option #1:**

Motion #1: **THAT** Administration's report be accepted for information.

#### Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

## **ATTACHMENTS:**

No Attachment

## Item J1

Motion Tracker for September 3, 2024

# **Motion Tracker**

Motion #	Description	Action Required	Motion Date	Public / In Camera	Due Date	Status	Comments	Last Update
012:23		to direct Administration to complete a review of Town Committees and report back to Council in April 2023	23-Jan-23	Public	03-Apr-23	On Hold	No recent activity.	28-Aug-24
024:23	OneConnect Waste to Energy	that Administration be directed to conduct a feasibility study on the use of Waste-to-Energy, including applying for and managing available grants and report back to Council upon completion.	06-Feb-23	Public		On Hold	Grant funding application rejected by FCM on criterion basis. Alternative path forward being developed.	28-Aug-24
100:24	Irricanarama: Council Participation & Invitations	that the Mayor be authorized to extend a formal invitation to invitees, on behalf of Council.	15-Jul-24	Public	07-Sep-24	Archive	DH: Timeline insufficient to provide attendees with ample notice.	28-Aug-24
101:24	Budget Adjustment:	(Water Plant Equipment Replacement) that the 2024 Town Budget be adjusted to reflect the project revenues and expenses, as determined.	15-Jul-24	Public		In Progress	Grant application in progress. Submission in August 2024.	28-Aug-24
103:24	Policy Review	to direct Administration to review the existing Policy related to the rental of the Town's Portable Washroom and bring recommendations back to Council by December 30, 2024.	15-Jul-24	Public	30-Dec-24	Not Yet Started	Expected to coincide with 2025 budget/business planning	28-Aug-24
104:23	Minimum Tax	to direct Administration to investigate the feasibility of eliminating the policy of minimum tax and report back to Council	15-Jun-23	Public		In Progress	Background work largely complete; Report to be drafted and presented to Council.	28-Aug-24
152:23	Intermunicipal Collaboration Meetings	that Administration be directed to explore Intermunicipal Collaboration Meetings with the Village of Beiseker and the Village of Acme, and report back to Council with proposed details.	02-Oct-23	Public		Complete	ICF Meeting held in early 2024. W/WW Collaboration continues.	28-Aug-24
165:23	Rental of Town Signs	that Administration prepare a report for Council detailing options related to the rental of Town signs.	16-Oct-23	Public		On Hold	Orginally deferred until Strategic Plan completed; Ready to revisit.	28-Aug-24