

BYLAW 2019-23

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL COLLABORATION FRAMEWORK WITH SMOKY LAKE COUNTY

Whereas, Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded; and

Whereas, the County of St. Paul No. 19 and Smoky Lake County share a common border; and

Whereas, the County of St. Paul No. 19 and Smoky Lake County share common interests and are desirous of working together to provide services to their residents; and

Whereas, the Council of the County of St. Paul No. 19 desires to adopt the Smoky Lake County – County of St. Paul No. 19 Intermunicipal Collaboration Framework, being the document attached hereto as Appendix A and forming part of this Bylaw.

Now Therefore, the Council of the County of St. Paul No.19, duly assembled, enacts as follows:

1. The Smoky Lake County and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-23 comes into effect upon the final date of passing thereof.

Read a first time in Council this 12th day of November A.D. 2019.

Read a second time in Council this 12th day of November A.D. 2019.

Read a third time in Council and duly passed this 12th day of November A.D. 2019.

Reeve

Chief Administrative Officer

APPENDIX A

Intermunicipal Collaboration Framework

Between

Smoky Lake County

And

County of St. Paul No. 19

Approved: November 12th, 2019

WHEREAS, Smoky Lake County and the County of St. Paul No. 19 share a common border;
and

WHEREAS, Smoky Lake County and the County of St. Paul No. 19 share common interests
and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common
boundary must create an Intermunicipal Collaboration Framework with each other that identifies
the services provided by each municipality, which services are best provided on an
intermunicipal basis, and how services to be provided on an intermunicipal basis will be
delivered and funded.

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

A. DEFINITIONS

- 1) In this Agreement
 - a) “lead municipality” means the municipality responsible for administering the agreement.
 - b) “municipalities” means the Smoky Lake County and the County of St. Paul No. 19.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Councils shall review at least once every five years, commencing no later than 2024 to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The Councils of each Municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the County of St. Paul No. 19 residents for services provided by Smoky Lake County and Smoky Lake County residents for services provided by the County of St. Paul No. 19.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Transportation
 - d. Recreation
 - e. Affordable Housing
 - f. Municipal Administration
 - g. Agricultural Services
 - h. Animal Control
 - i. Assessment Services
 - j. Bylaw Enforcement
 - k. Information Technology
 - l. Pest Control
 - m. Police Services
 - n. Purchasing/Procurement Services
 - o. Weed Control

- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Solid Waste:
 - The Municipalities, jointly with several urban municipalities formed the Evergreen Waste Management Services Commission on February 16, 2000. The Commission operates a regional solid waste landfill and transfer stations throughout the region. As a Commission there is no lead municipality and the Commission sets the fees for services and the annual requisition to the member municipalities.
 - The Municipalities have entered into an agreement to establish and maintain a mini-transfer station to serve the Hamlet of Spedden. The County of St. Paul No. 19 is responsible for the costs associated with collecting and disposing of the waste and Smoky Lake County is responsible for the maintenance of the transfer station. The lead municipality is Smoky Lake County.

 - b. Water
 - Smoky Lake County, Thorhild County, the Town of Smoky Lake and the Villages of Vilna and Waskatenau joined together to form the Highway 28/63 Regional Water Services Commission to provide water to the Thorhild and Smoky Lake Counties and the communities within these Counties.
 - The County of St. Paul entered into a Construction Access Agreement with Smoky Lake County on April 28th, 2016 to provide access to the Metering

Station and Pumphouse on the Highway 28/63 Commission water line. Smoky Lake County is the lead municipality. The County of St. Paul No. 19 is responsible for all costs associated with the infrastructure required to service their line.

- The County of St. Paul No. 19 has an agreement with the Highway 28/63 Regional Water Services Commission to provide water through the Smoky Lake Metering Station and Pumphouse to the Municipality for transmission and distribution to residents within a designated area of the Municipality. As the contract is with a Commission there is no lead municipality and the County of St. Paul No, 19 pays for the water in accordance with the fees set by the Commission.

c. Emergency Services:

- The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the Smoky Lake County and County of St. Paul No. 19 dated October 2017. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.

d. Recreation/Tourism

- The Municipalities, along with several other regional partners entered into an agreement on December 4, 2001, to create Muni-Corr, a non-profit corporation. Muni-Corr was set up to acquire the former CNR train right of way to create Alberta's Iron Horse Trail. As a non-profit corporation there is no lead municipality. The cost sharing for the upkeep and maintenance of the trail and associated infrastructure is outlined in the agreement.

e. Intermunicipal Development Plan

- The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an Intermunicipal Development Plan there is no lead municipality and no cost sharing.

- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Council meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, Council meetings must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Councils will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:

- a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A municipality shall give written notice ("Dispute Notice") to the other municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Council's shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either municipality shall be entitled to provide the other municipality with a written notice ("Mediation Notice") specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or

- b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
- c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;

either municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other municipality with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating municipality or provide the name of one arbitrator nominated by that other municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either municipality may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving municipality’s response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator’s decision is final and binding upon the Municipalities subject only a municipality’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator’s discretion, hearings held for the presentation of evidence and for argument are open to the public.

- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 72.44% and the Smoky Lake County would be 27.56%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

H. CORRESPONDENCE

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

a. In the case of Smoky Lake County to:

**Smoky Lake County
c/o Chief Administrative Officer
P.O. Box 310
Smoky Lake, AB T0A 3C0**

b. In the case of the County of St. Paul No. 19 to:

**County of St. Paul No. 19
c/o Chief Administrative Officer
5015 – 49 Avenue
St. Paul, AB T0A 3A4**

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

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

SMOKY LAKE COUNTY

COUNTY OF ST. PAUL NO. 19

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

Bylaw Number: _____

Bylaw Number: 2019-23