



BYLAW NO. 2019-11

MUNICIPAL DISTRICT OF SMOKY RIVER NO. 130 INTERMUNICIPAL COLLABORATION FRAMEWORK BYLAW

- PURPOSE:** 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 County, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded;
- WHEREAS** Birch Hills County and the Municipal District of Smoky River No. 130 share a common border;
- WHEREAS** Birch Hills County and the Municipal District of Smoky River No. 130 share common interest and are desirous of working together to provide services to their residents;
- AND WHEREAS** Birch Hills County and the Municipal District of Smoky River No. 130 consulted with residents of both Counties;
- NOW THEREFORE** The Birch Hill County Council, in the Province of Alberta, adopts the Birch Hills County / the Municipal District of Smoky River No. 130 Intermunicipal Collaboration Framework, being the document attached hereto and forming part of this Bylaw.
- AND THEREFORE** By-law No. 2019-11 come into force and effect on the final date of passing thereof.

READ a first time this 26th day of September, 2019

READ a second time this 26th day of September, 2019

READ a third time this 26th day of September, 2019

Signed this 26th day of September, 2019

Original to be signed
Reeve
Gerald Manzulenko

Original to be signed
Chief Administrative Officer
Hermann Minderlein

Intermunicipal Collaboration Framework

Between

Birch Hills County

And

**Municipal District of Smoky River No.
130**

Agreement Date: of , 2019

WHEREAS, Birch Hills County and the Municipal District of Smoky River No. 130 share a common border; and

WHEREAS, Birch Hills County and the Municipal District of Smoky River No. 130 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 Birch Hills County and Municipal District of Smoky River No. 130.

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 the Intermunicipal Collaboration Framework at least once every five years, commencing no later than 2024.

C. INTERMUNICIPAL COOPERATION

- 1) The Rural Intermunicipal Development Plan Committee established under the Intermunicipal Development Plan is 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 Municipal District of Smoky River No. 130 residents for services provided by Birch Hills County and Birch Hills County residents for services provided by the Municipal District of Smoky River No. 130.

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. Recreation
 - d. Transportation
 - e. Solid Waste
 - f. Affordable Housing
 - g. Municipal Administration
 - h. Agricultural Services
 - i. Animal Control
 - j. Assessment Services
 - k. Bylaw Enforcement
 - l. Information Technology
 - m. Pest Control
 - n. Police Services
 - o. Purchasing/Procurement Services
 - p. 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. Emergency Services:
 - o The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies:
 - i. There is a Mutual Aid Fire Agreement between the Birch Hills County and Municipal District of Smoky River No. 130 dated August 27, 2013. 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.

 - b. Intermunicipal Development Plan
 - o 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, a Council meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Rural Intermunicipal Development Plan Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Rural Intermunicipal Development Plan Committee is 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) in force 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 equally between the Municipalities.
- 25) 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.

CORRESPONDENCE

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

a. In the case of Birch Hills County to:

**Birch Hills County
c/o Chief Administrative Officer
P.O. Box 157
Wanham, AB T0H 3P0**

b. In the case of the Municipal District of Smoky River No. 130 to:

**Municipal District of Smoky River No. 130
c/o Chief Administrative Officer
P.O Box 210
Falher, AB T0H 1M0**

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.

BIRCH HILLS COUNTY

MUNICIPAL DISTRICT OF
SMOKY RIVER NO. 130

Original to be signed
Reeve

Original to be signed
Reeve

Original to be signed
Chief Administrative Officer

Original to be signed
Chief Administrative Officer

Bylaw Number: 2019-11

Bylaw Number: 19-923
