

BYLAW 09-2020

YELLOWHEAD COUNTY AND LAC STE. ANNE COUNTY INTERMUNICIPAL
COLLABORATION FRAMEWORK

Lac Ste. Anne County, Sangudo, Alberta

A BYLAW OF Lac Ste. Anne County, IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN YELLOWHEAD COUNTY AND LAC STE. ANNE COUNTY.

WHEREAS, the *Municipal Government Act*, RSA 2000, c.M-26 authorizes Council to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents;

AND WHEREAS, Yellowhead County and Lac Ste. Anne County have worked collaboratively on the preparation of an intermunicipal collaboration framework between both municipalities;

AND WHEREAS, the Council of Lac Ste. Anne County deems it desirable and appropriate to adopt the Yellowhead County and Lac Ste. Anne County Intermunicipal Collaboration Framework;

NOW THEREFORE, the Council of Lac Ste. Anne County, in the Province of Alberta, duly assembled and under the authority of the *Municipal Government Act*, hereby enacts the following:

1. The "Intermunicipal Collaboration Framework Between Yellowhead County and Lac Ste. Anne County attached and forming part of Bylaw 09-2020, is hereby adopted.
2. This Bylaw shall come into force and effect upon being passed.

READ a first time this 4 day of MARCH, 2020.

READ a second time this 4 day of MARCH, 2020.

READ a third time this 4 day of MARCH, 2020.

Reeve

County Manager (CAO)

MARCH.05.2020
DATE SIGNED

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

Intermunicipal Collaboration Framework

Between

Yellowhead County

and

Lac Ste. Anne County

WHEREAS, Yellowhead County and Lac Ste. Anne County share a common boundary; and

WHEREAS, Yellowhead County and Lac Ste. Anne County share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that describes the services to be provided under the framework that benefit residents in more than one of the municipalities that are parties to the framework, identifies which municipality is responsible for providing which services and outlines how the services will be delivered and funded.

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

1. DEFINITIONS

- 1) In this Framework, words have the same meanings as set out in the *Municipal Government Act*, except that:
 - a. "Committee" means the Intermunicipal Committee established in Section 3 of this Framework.
 - b. "Framework" means this intermunicipal collaboration framework entered into by the Parties pursuant to part 17.2 of the *Municipal Government Act*.
 - c. "Parties" means Yellowhead County and Lac Ste. Anne County, and "Party" means any one of them.
 - d. The word "shall" is interpreted as meaning an obligatory direction.

2. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Framework shall come into force on the passing of bylaws by the Parties that contain this Framework.
- 2) This Framework may be amended by mutual consent of the Parties and shall come into force on the passing of bylaws by the Parties that contain the Framework as amended.

- 3) It is agreed that the Parties shall meet at least once every five years, or upon request by either Party, commencing no earlier than 90 calendar days and no later than 180 calendar days after a municipal election to review the terms and conditions of this Framework.

3. INTERMUNICIPAL COOPERATION

- 1) The Parties hereby establish a recommending body to be known as the Intermunicipal Committee.
- 2) The Committee shall consist of six (6) members, being one (1) mayor/Reeve, one (1) Councillor and one (1) CAO from each County.
- 3) The Chief Administrative Officers or designate(s) of each Party will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. The Chief Administrative Officers or designate(s) will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- 4) The mandate of the Committee shall be to develop recommendations to the respective Councils of the Parties regarding intermunicipal service delivery and funding.
- 5) The Committee will meet on an as required basis.
- 6) A Party may request a meeting of the Committee on giving at least thirty (30) calendar days' notice. Meeting requests will be directed to the Chief Administrative Officer for the respective Party.

4. GENERAL SERVICE PROVISION

- 1) The Parties have agreed that the best and most efficient way to provide services to residents is to continue providing services independently or through the various arrangements that each Party currently has with their respective neighbours.

5. INTERMUNICIPAL SERVICE PROVISION

In congruence with the *Municipal Government Act*, the following section outlines the level of service provision between Yellowhead County and Lac Ste. Anne County:

- 1) Emergency Services:
 - Emergency Services are not jointly provided between Yellowhead County and Lac Ste. Anne County.

- Yellowhead County and Lac Ste. Anne County have a Mutual Fire Aid Agreement in place for mutual fire aid assistance to each party on an as-needed basis.
- 2) Land Use:
- The Parties are exempt from creating an Intermunicipal Development Plan by the Minister of Municipal Affairs in accordance with Ministerial Order MSL047/18. As such, the Parties shall refer to policies in their respective Municipal Development Plans and other statutory plans. It is agreed that each municipality shall refer discretionary Planning or Development matters within an 800 m buffer of the border to the neighbor municipality that may create off-site impacts which affect the adjacent municipality. Offsite impacts may include noise, odour, or traffic generation on adjacent road networks.
- 3) Communication Towers:
- Yellowhead County and Lac Ste. Anne County Co-own the Bunker Hill Communication Tower Site and agree to develop this site as outlined in the April 27th 2017 Co-ownership Agreement

6. COLLABORATION PROCESS

- 1) In their present circumstance, neither Party intends to engage in future projects or agreements with one another in the foreseeable future, apart from mutual aid agreements that may be renewed or amended in the future. However, if a circumstance arises that one Party wishes to enter into an intermunicipal service agreement, section 6(2) to 6(10) of this Framework shall dictate the process.
- 2) In the event either Party believes the development of a new project and/or service may benefit residents of the other Party and require a cost-sharing agreement, the initiating Party's Chief Administrative Officer shall notify the other Party's Chief Administrative Officer of such a development and/or service being considered for construction or development.
- 3) The initial notification, as referenced in section 6(2) of this Framework, will include a general description of the project, estimated costs and timing of expenditure.
- 4) Once either Party has received notice of a new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the notice was received, unless both Chief Administrative Officers agree otherwise.

- 5) The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements and bring forward recommendations to the Parties' respective Councils as the final decision-making authorities. Both Yellowhead County and Lac Ste. Anne County shall agree that time shall be of the essence throughout the Intermunicipal Committee meetings.
- 6) When developing service agreements, the Committee shall clearly identify which municipality will lead service delivery for the service(s).
- 7) When developing service agreements, the Committee shall determine the appropriate funding for the service(s) being discussed.
- 8) All future service agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 9) All future service agreements shall set out a time frame for the delivery of the service(s) been discussed including the start date of the service delivery.
- 10) In the event that the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 7 of this document.

7. DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes in a nonadversarial, informal and cost-efficient manner.
- 2) Both parties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) Any dispute arising out of the interpretation, implementation of this Framework or any contravention or alleged contravention of this Framework will firstly be addressed by the administrations of both Parties. Where a dispute cannot be resolved to the satisfaction of both Parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both Parties.
- 4) Where dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.

- 5) Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both parties, unless the Committee agrees to extend this timeframe.
- 6) Where a dispute cannot be resolved to the satisfaction of the Councils of both parties, the Parties may seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the parties.
- 7) In the event that a dispute cannot be resolved through the above noted provisions, the arbitration processes contained in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

8. CORRESPONDENCE

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

In the case of Yellowhead County to:

Yellowhead County
c/o Chief Administrative Officer
2716 – 1 Avenue
Edson, AB. T7E 1N9

In the case of Lac Ste. Anne County to:

Lac Ste. Anne County
c/o Chief Administrative Officer
Box 219
Sangudo, AB T0E 2A0