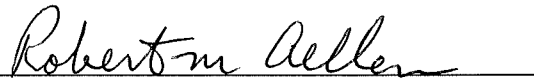


BYLAW NO. 2018-06

A BYLAW OF THE VILLAGE OF ELNORA, IN THE PROVINCE OF ALBERTA, TO ADOPT THE INTERMUNICIPAL COLLABORATIVE FRAMEWORK BETWEEN RED DEER COUNTY AND THE VILLAGE OF ELNORA.

Pursuant to the authority conferred upon it by the Municipal Government Act, the Council of the Village of Elnora hereby enacts that **Bylaw No. 2018-06** be adopted as the **Intermunicipal Collaborate Framework Between Red Deer County and the Village of Elnora** as attached hereto and marked as Schedule "A" to this bylaw.

FIRST READING: December 18, 2018
SECOND READING: December 18, 2018
CONSENT FOR THIRD READING
THIRD READING: December 18, 2018



MAYOR

Date Signed: *December 18th, 2018*



VILLAGE MANAGER

Date Signed: *DECEMBER 18, 2018*

Intermunicipal Collaboration Framework

Between

Red Deer County

and

Village of Elnora

Bylaw No. 2018-06, Schedule "A"
December 18, 2018

WHEREAS, Red Deer County and the Village of Elnora share a common border; and

WHEREAS, Red Deer County and the Village of Elnora share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, Red Deer County and the Village of Elnora consulted with residents of both Municipalities; 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 both Municipalities it is agreed as follows:

A. 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 Intermunicipal Committee shall review at least once every four years, commencing no later than 2022 to review the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) The Intermunicipal Committee established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.

C. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section D(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the Village of Elnora residents for services provided by Red Deer County and Red Deer County residents for services provided by the Village of Elnora.

D. 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. Affordable Housing
 - e. Municipal Administration
 - f. Agricultural Services
 - g. Animal Control
 - h. Assessment Services
 - i. Bylaw Enforcement
 - j. Information Technology
 - k. Pest Control
 - l. Police Services
 - m. Purchasing/Procurement Services
 - n. Weed Control
 - o. Transportation

- 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 Services
 - o The Municipalities jointly, along with the Town of Innisfail, Town of Bowden, Town of Penhold and the Village of Delburne entered into an agreement on October 4, 2000 to establish and become members of the Central Alberta Regional Waste Management Commission as per Province of Alberta Order in Council 385/2000 and Alberta Regulation No. 211/2000. The managing partner for the Commission is Red Deer County. The costs associated with operating the Commission are charged to each of the members on an annual basis based on a formula outlined within the Commission's Bylaw No. 2, which was enacted on July 17, 2013.

 - b. Community Services
 - o Red Deer County and the Village of Elnora, along with The City of Red Deer, Town of Bowden, Town Penhold, and Village of Delburne, entered into an agreement in December 2014, to establish a joint Family and Community Support Services Program. There is no set termination date. The Program is managed by a Board. The cost of the FCSS Program is shared by the parties to the Agreement

as per the cost sharing principles included in the Agreement and are paid on a yearly basis.

- The Municipalities entered into a Recreation Agreement on May 1, 2018. The managing partner is Red Deer County. This agreement allows County residents access to and use of the Town's recreational facilities in exchange for an annual grant or fee paid by the County as per the agreement.
- The Municipalities, along with several other municipalities, agreed on January 1, 2001 to become participating members of the Parkland Regional Library Board. The library is governed by a board made up of representatives from each of the participating municipalities. Fees associated with this agreement are paid to the library on a quarterly basis and are based on a fee per capita formula set out in the agreement.
- The Municipalities, along with the Town of Sylvan Lake, Town of Innisfail, Town of Bowden, Town of Penhold and the Village of Delburne entered into an agreement on July 8th, 1959 to become participating members of the Parkland Foundation which provides housing to seniors within a complex located in Innisfail. The Foundation is operated by a board of directors with representation from each of the member municipalities. Fees for the operation of the facility are charged to each of the member municipalities based on a formula set out within the agreement. There is no set termination date for this agreement.

c. Police Services

- The Municipalities entered into a Special Constable (Peace Officer)/Bylaw Enforcement Services Agreement on July 12th, 2005. There is no set termination date for this agreement. The managing partner is Red Deer County. Costs associated with the Special Constable which is provided by Red Deer County, are to be paid to the County based on the number of hours of service provided.

d. Municipal Services

- The Municipalities entered into a Municipal Services Agreement on February 9th, 2017. The managing partner is Red Deer County. There is no set termination date for this agreement. A nominal one-time fee has been paid to the County for the provision of these services.

e. Emergency Services:

- The Municipalities have agreements in place to aid in the event of emergencies. These agreements are as follows:

- i. The Joint Municipal Emergency Plan dated March 2017 involving Red Deer County, the Towns of Penhold, Innisfail, Sylvan Lake and Bowden, as well as the Villages of Delburne and Elnora. The purpose of the Plan is ensure a coordinated response to emergencies affecting the municipalities. There is no assigned managing partner; however, it is recognized that Red Deer County plays the lead role in its implementation and review of the Plan. There are no fees associated with this Plan.
 - ii. The Emergency Services Mutual Aid Agreement between Red Deer County and the Village of Elnora which was signed in November, 2014. As a mutual aid agreement there is no managing partner. Cost sharing is location based with the Municipality responsible for the emergency paying the costs.
 - iii. Fire Protection Services Agreement between Red Deer County and the Village of Elnora which came into effect November 1, 2018. The managing partner is Red Deer County. There are no fees associated with the agreement; however, the Village is required to provide a building to house and store apparatus and equipment and maintain the building in accordance with the terms of the agreement. The agreement is to remain in force until such time as it is terminated as by either party.
 - f. Intermunicipal Development Plan
 - o The Municipalities entered into an Intermunicipal Development Plan in 2018 (Red Deer County Bylaw 2018/34 and Village of Elnora Bylaw 2018-05), in accordance with the *Municipal Government Act*. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.
 - g. Other Agreements
 - o The Municipalities entered into a lease agreement on March 26, 2018 for the rental of Lot 5, Block 12, Plan 8621274 (Elnora South Ball Diamonds) which is owned by Red Deer County. The managing partner is Red Deer County. The fee for the rental of the property is set out in the agreement and paid on an annual basis. The term of the agreement is 10 years with an option to renew at the end of the 10 year term.
- 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.

E. 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 party 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 Intermunicipal Committee.
- 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 Municipality;
 - 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, an Intermunicipal Committee 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 Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F 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.

F. 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 F(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 party shall give written notice (“Dispute Notice”) to the other party 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 Intermunicipal Committee 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 party shall be entitled to provide the other party 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 party 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 party 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 party 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 party or provide the name of one arbitrator nominated by that other party.
- 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 party 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 party'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 party'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 22, 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.

G. CORRESPONDENCE

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

- a. In the case of Red Deer County to:

**Red Deer County
c/o Chief Administrative Officer
Red Deer County Centre
38106 Range Rd 275
Red Deer County, AB T4S 2L9**

- b. In the case of the Village of Elnora to:

**Village of Elnora
c/o Chief Administrative Officer
Box 629
Elnora, AB T0M 0Y0**

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