

**BYLAW NO. 1149
OF STARLAND COUNTY
IN THE PROVINCE OF ALBERTA, CANADA**

BEING A BYLAW OF STARLAND
COUNTY, IN THE PROVINCE OF
ALBERTA, FOR THE PURPOSE
OF ADOPTING AN
INTERMUNICIPAL
COLLABORATION FRAMEWORK
WITH KNEEHILL COUNTY.

WHEREAS 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;

WHEREAS Kneehill County and Starland County share a common border;

WHEREAS Kneehill County and Starland County share common interests and are desirous of working together to provide services to their residents;

AND WHEREAS The Kneehill County and Starland County consulted with residents of both municipalities;

NOW THEREFORE, the Council of Starland County, duly assembled, enacts as follows:

- 1.1 This Bylaw may be cited as the "Kneehill ICF Bylaw".
- 1.2 That Kneehill County and Starland County, Intermunicipal Collaboration Framework, as attached and forming part of this Bylaw, be adopted.
- 1.3 This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act, as amended.
- 1.4 This Bylaw shall come into effect on the date of the third and final reading.

First Reading on motion of Councillor Rew, this 26th day of February, A.D., 2020.

Second Reading on motion of Deputy Reeve Sargent, this 26th day of February, A.D., 2020.

Third and final reading on motion by Reeve Wannstrom, this 26th day of February, A.D., 2020.

Done and finally passed in Council, duly assembled, this 26th day of February, A.D., 2020.


Reeve: Steven Wannstrom


Chief Administrative Officer
Shirley Bremer



Intermunicipal Collaboration Framework

Between

Starland County

and

Kneehill County

Effective January 1, 2020

WHEREAS, Starland County and Kneehill County share a common border; and

WHEREAS, Starland County and Kneehill County 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 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 passing of resolutions that approve 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 2023, the terms and conditions of the agreement.

B. INTERMUNICIPAL COOPERATION

- 1) The Municipalities agree to create a recommending body known as the Intermunicipal Committee.
- 2) The Intermunicipal Committee will meet as required and will develop recommendations to both Municipal Councils on all matters of strategic direction and cooperation affecting the residents of both Municipalities.
- 3) The Intermunicipal Committee shall consist of four members, being two Councillors from each County.
- 4) The Chief Administrative Officer and/or designated staff will be advisory staff to the Intermunicipal Committee and shall be responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Intermunicipal Committee to their respective Councils.

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 Kneehill County residents for services

provided by Starland County and Starland County residents for services provided by Kneehill County.

- 2) Notwithstanding Section C(1), where a service agreement specifies that one Municipality shall charge the other Municipality directly, the Municipality being charged shall be fully responsible for the charges in accordance with the service agreement, and that municipality shall have full discretion on how that charge is passed on to their residents.

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. Transportation
 - b. Water and Wastewater
 - c. Solid Waste
 - d. Emergency Services
 - e. Recreation
 - f. Administrative Services
 - g. Affordable Housing
 - h. Municipal Administration
 - i. Agricultural Services
 - j. Animal Control
 - k. Assessment Services
 - l. Bylaw Enforcement
 - m. Information Technology
 - n. Pest Control
 - o. Police Services
 - p. Purchasing/Procurement Services
 - q. Weed Inspection
- 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 have the following agreements in place to aid in the event of emergencies:
 - i. The Emergency Services Mutual Aid Agreement between Starland County and Kneehill County which was signed in May 25, 1976 (Bylaw 798). As a mutual aid agreement there is no managing partner. Cost sharing is done on a location basis with the Municipality responsible for the emergency paying the costs.

b. Water Services

- o The Municipalities have the following agreement in place to aid in the delivery of water to for use by Starland County consumers.
 - i. Starland County Water Agreement for an extension from the Kirkpatrick Water Reservoir was signed on January 12, 2010. The agreement allows Starland County to access approximately 8 igm of water for use by Starland County consumers. The agreement also contemplates future develop beyond current capacity that would be jointly negotiated between the two municipalities when and if required.
- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between Kneehill County and Starland County, 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 any 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 a 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 in the agreement, 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 to 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) 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 to 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 as per Section 22, the arbitrator, at 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 as per the Municipal Government Act Section 708.41(1) and amendments thereto.
- 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 Starland County to:

**Starland County
c/o Chief Administrative Officer
Box 249
Morrin, AB T0C 2B0**

b. In the case of Kneehill County to:

**Kneehill County
c/o Chief Administrative Officer
Box 400
1600 – 2nd Street NE
Three Hills, AB T0M 2A0**

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

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 26th day of February, 2020 in Morrin, Alberta.

KNEEHILL COUNTY

Per:





STARLAND COUNTY

Per:




