

**BYLAW NO. 1143
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 THE VILLAGE OF DELIA.

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 The Village of Delia and Starland County share a common border;

WHEREAS The Village of Delia and Starland County share common interest and are desirous of working together to provide services to their residents;

AND WHEREAS The Village of Delia 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 "Delia ICF Bylaw".
- 1.2 That the Village of Delia 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 Marshall, this 20th day of November, A.D., 2019.

Second Reading on motion of Deputy Reeve Sargent, this 20th, day of November, A.D., 2019.

Third and final reading on motion by Reeve Wannstrom, this 20th day of November, A.D., 2019.

Done and finally passed in Council, duly assembled, this 20th day of November, A.D., 2019.



Reeve: Steven Wannstrom



Chief Administrative Officer
Shirley Bremer

Intermunicipal Collaboration Framework

Between

Starland County

And

Village of Delia

November 1, 2019

WHEREAS, Village of Delia and the Starland County share a common border; and

WHEREAS, Village of Delia and the Starland 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 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 hereto it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a. "Village" means the Village of Delia.
 - b. "County" means Starland County.
 - c. "lead municipality" means the municipality responsible for administering the agreement.

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 Intermunicipal Committee 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 Intermunicipal 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 Starland County residents for services

provided by the Village of Delia and the Village of Delia residents for services provided by the Starland County.

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) Village of Delia will continue to administer:
 - i) Municipal Administration
 - (1) Financial services
 - (2) Information technology
 - (3) Purchasing and procurement services
 - ii) Assessment Services – provided by independent contractor
 - iii) Water and Wastewater
 - iv) Emergency and Protective Services
 - (1) Animal control
 - (2) Police services provided by the RCMP
 - (3) Ambulance services provided by Alberta Health
 - v) Transportation Services
 - (1) The Village maintains the majority of the local roads within the Village municipal boundary
 - b) Starland County will continue to administer:
 - i) Municipal Administration
 - (1) Financial services
 - (2) Information technology
 - (3) Purchasing and procurement services
 - ii) Assessment Services – provided by independent contractor
 - iii) Water and Wastewater – County provides in some areas
 - iv) Emergency and Protective Services
 - (1) Peace officer services
 - (2) Police services provided by the RCMP
 - (3) Ambulance services provided by Alberta Health
 - v) Transportation Services
 - (1) Roadway and right of way maintenance
 - (2) Bridge maintenance
 - vi) Agricultural Services
 - (1) Crop management
 - (2) Pest and disease control
 - (3) Trees and horticulture

- 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. Water and Wastewater
 - i. The Village and the County are both members of Henry Kroeger Regional Water Services Commission to provide potable water. As a Commission there is no managing partner and the fee for water is established annually by the Commission
 - ii. The Village owns and operates their own water distribution and wastewater systems and operates the systems to provide services to the Village residences and businesses.
 - iii. The Villages provides water to the County for distribution to some residents in the County on a fee for water utilized. There is no formal agreement.
 - iv. The County owns and operates the water distribution and wastewater systems in various Hamlets and rural water distribution system to provide services to numerous County residences and businesses.
 - b. Solid Waste:
 - i. The County and the Village, along with several other regional municipalities are members of the Drumheller and District Solid Waste Management Association, which operates a regional landfill in Drumheller and transfer stations across the region, including four within Starland County. The Association provides solid waste disposal and recycling services for their member municipalities, with the annual requisition and fees established by the board. Drumheller is the lead municipality.
 - ii. The Village collects household waste weekly and hauls the waste to the Drumheller Landfill.
 - iii. The County operates garbage collection at four waste transfer sites within the County.
 - c. Emergency Services:
 - i. The Starland Regional Fire Protection Agreement, between Starland County and the Villages of Delia, Morrin and Munson was signed December 1, 2012 to provide fire protection services on a regional basis. The County is the lead municipality, with the requisition and funding provided by each municipality in accordance with the agreement.
 - ii. The Village and County together with the Villages of Morrin and Munson have adopted a Quality Management Plan for the fire discipline. The County is lead municipality and there is no cost sharing.

- iii. The County, the Village of Delia and the Villages of Morrin and Munson have established by agreement a Regional Emergency Advisory Executive Council, a Regional Emergency Advisory Committee and a Regional Municipal Emergency Management Agency by agreement in February 2012. The lead municipality is Starland County. As an advisory board there is no cost sharing.
- iv. The Village and County together with the Villages of Morrin and Munson have an all hazards mutual aid agreement. 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 and Culture:

i. Library

- 1. The Village and the County, jointly with several rural and urban municipalities are members of the Marigold Library System.
- 2. The Delia Library is located in the Delia School and is open to the public. The Village contributes to the operation of the library and a portion of the funding for the library comes from the Marigold municipal library allocation.
- 3. The County has one library, the Rumsey Community Library, which is open to the public two days a week. The County contributes to the operation of the Rumsey Library and a portion of the funding comes from the Marigold municipal library allocation.

ii. Village Recreation Facilities

- 1. The Village of Delia owns various recreation and community facilities within the Village, which include the arena, sports fields, playground, etc.
- 2. Under a lease agreement with the Village owned curling rink is operated by the Delia Curling Club.
- 3. Under a lease agreement the Village owned skating rink is operated by the Delia and District Agricultural Society.
- 4. The County has two grant programs, the Ice Plant Grant and the Operational Grant, to provide funding assistance for existing recreational facilities and skating rinks.

iii. County Recreation Facilities

- 1. The County owns and operates various recreation facilities throughout the County, including three campgrounds.

e. Transportation

- i. The County assists the Village with the maintenance of local roads within the Village, including grading, sanding and salt. There is no

formal agreement and the service is provided on a fee for services provided.

- f. Senior Housing
 - i. The Village and County are members of the Drumheller and District Seniors Foundation. The Drumheller and District Seniors Foundation provides housing for seniors within the region and is funded by the member municipalities based on equalized assessment. The Foundation operates as an independent body with representatives from partner municipalities. As such there is no lead municipality.
- g. Starland Family and Community Services
 - i. The Village and the County are partners in an agreement with the Province of Alberta and the Villages of Morrin and Munson to create and operate Starland Regional Family and Community Support Services. Starland Regional FCSS operates under the Alberta Family and Community Support Services Act and funding is regulated by the Province, with participating municipalities contributing funding in accordance with the agreement with the Province. The County is the lead municipality.
- h. Planning Services
 - i. The Village and County along with other regional municipalities are member of the Palliser Regional Municipal Services Ltd., which provides planning and other related services to their member municipalities. As a corporation there is no lead municipality and the members pay an annual requisition in accordance with the agreement.
 - ii. The County has a Subdivision and Development Appeal Board which is available for Village appeals. There is no formal agreement and the service is provided based on full recovery of the costs associated with the hearing.
- i. Assessment Services
 - i. The County and Village have contracts with independent assessment corporations to provide assessment services for their respective municipalities.
 - ii. The County has an Assessment Review Board, which is available for Village appeals. There is no formal agreement and the service is provided based on full recovery of the costs associated with the hearing.
- j. Intermunicipal Development Plan
 - i. The Village and the County entered into an Intermunicipal Development Plan in 2019, in accordance with the Municipal Government Act. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative

Framework. As an Intermunicipal Development Plan there is no lead municipality and no associated cost sharing agreements.

k. Cemeteries

- i. The County manages several cemeteries throughout the County, including the Delia cemetery which is available to residents of both the County and the Village, based on a fee for service. The County is the lead municipality.

l. Weed control

- i. The County assists the Village with the weed inspection and weed control. There is no formal agreement and the service is provided on a fee for services.

- 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 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 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, 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 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 input 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 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 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 21, 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 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.

H. 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
P.O. Box 249
Morrin, AB, T0J 2B0**

b. In the case of the Village of Delia to:

**Village of Delia
c/o Chief Administrative Officer
P.O. Box 206
Delia, AB T0J 0W0**

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

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

STARLAND COUNTY

VILLAGE OF DELIA


Reeve


Mayor


Chief Administrative Officer


Chief Administrative Officer

Bylaw No.:1143

Bylaw No.: 644-2019