



WESTLOCK COUNTY BY-LAW NO. 11-2019

WESTLOCK, ALBERTA

Being a bylaw of Westlock County, in the Province of Alberta, for the purpose of providing an integrated approach to the delivery and funding of Intermunicipal services and strategic planning with Woodlands County; and

WHEREAS, Westlock County and Woodlands County share a common border, and

WHEREAS, 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 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; and

WHEREAS, Westlock and Woodlands share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act (MGA)* stipulates that municipalities that have a common boundary must create a framework by adopting matching bylaws that contain the framework.

NOW THEREFORE, the Council of Westlock County, duly assembled, and by mutual covenant of the parties hereto, it is agreed as follows:

A. DEFINITIONS

- 1) In this agreement
 - a. "Services" means those services relating to:
 - i. Transportation
 - ii. Water/Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation
 - b. "Municipal Services" is a service provided by a municipality through either its own administration or by a third party such as a contractor, or other agency/company.

- c. "Intermunicipal Services" is a service that is provided to two or more municipalities. This can be provided by one or more municipalities or by a third party such as a service commission, municipal controlled corporation, authority, etc.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act (MGA)*, this is a permanent Agreement that shall come into force on final passing of the bylaws by both municipalities.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by Woodlands and Westlock that the Intermunicipal Committee shall meet at least once every two years to review the terms and conditions of the Agreement. The first meeting will take place prior to the end of the year 2020.

C. GOVERNANCE BODY

- 1) Woodlands and Westlock agreed to create a recommending body known as the Intermunicipal Negotiating Committee (INC).
- 2) The INC shall consist of two members, being the Mayor/Reeve of each County, along with the Chief Administrative Officers as advisory staff.
- 3) The Committee will meet on an as required basis and will review current agreements in place, discuss potential areas of improvement and achieve fair, equitable solutions and cost savings; to spur managed growth, attract both businesses and residents to the area, improve intermunicipal relations and promote transparency.
- 4) Each Committee meeting will be held in camera and, due to the complexity of this process, the creation of ground rules will be set. Ground rules are essential to this process as it reduces the element of surprise by giving everyone information at the start of the process about how the process will be conducted and to help clarify roles and responsibilities.

D. MUNICIPAL SERVICES

- 1) Transportation
 - a. Woodlands and Westlock have agreed that transportation services will be provided independently by both municipalities.
- 2) Water/Wastewater
 - a. Woodlands and Westlock have agreed that water/wastewater services will be provided independently by both municipalities.
- 3) Solid Waste

- a. Woodlands and Westlock have agreed that solid waste services will be provided independently by both municipalities.
- 4) Emergency Services
 - a. Woodlands and Westlock have agreed that emergency services will be provided independently by both municipalities.

E. INTERMUNICIPAL SERVICES

- 1) Woodlands and Westlock acknowledge that in addition to any shared services that might be identified, that they may have independent agreements with other regional partners.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer.
- 2) The Intermunicipal Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements for future respective Councils consideration. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through a dispute resolution process as outlined in Section H.

G. INDEMNITY

- 1) Each of the parties hereto shall be responsible for and indemnify and save harmless the other party for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this agreement; provided that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.
- 2) The indemnifications set forth in Section G.1 hereof, will survive the expiration of the term or termination of this Agreement for whatever cause and any renewal or extension of the term, as the case may be.
- 3) Each of the parties hereto will be responsible for the acquisition of any and all necessary consents, licenses, approvals or authorities relating to their respective execution and performance of the terms of this Agreement.
- 4) One party hereto will not be liable to the other party hereto for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure." For the purpose of this Agreement, "Force Majeure" means any cause not within the control of the party, including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars,

blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances or explosions.

- 5) Where one party hereto is prevented from carrying out its obligations hereunder due to Force Majeure, such party will, as soon as possible, give notice of the occurrence of such Force Majeure to the other party hereto and the party providing such notice will thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

H. DISPUTE RESOLUTION

1) Notice of dispute

- a. In the event that one party perceives a dispute under the framework and wishes to engage in dispute resolution, the initiating party's Chief Administrative Officer must give written notice of the matters under dispute to the other party's Chief Administrative Officer.

2) Negotiation

- a. Within 14 days of after the notice is given, the Intermunicipal Negotiating Committee will meet and attempt to resolve the dispute.

3) Mediation

- a. In the event the Committee is unable to resolve an issue, Woodlands and Westlock will seek the assistance of a mediator acceptable to both parties.
- b. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- c. Both parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- d. Both parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- e. All proceedings involving a mediator are without prejudice, and the costs of mediation shall be shared equally between parties.

4) Report

- a. If the dispute has not been resolved within 6 months after the notice is given, the initiating party must, within 21 days, prepare and provide to the other party a report.
- b. The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- c. The initiating party may prepare a report before the 6 months have elapsed if:
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator.

5) Appointment of arbitrator

- a. Within 14 days of a report being provided, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- b. If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an arbitrator.
- c. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

6) Arbitration process

- a. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 3 of Part 17.2 of the MGA and Part 1 of the *Intermunicipal Collaboration Framework Regulation*.
- b. The arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a municipality's bylaws must be amended to be consistent with the framework;
 - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

7) Deadline for resolving dispute

- a. The arbitrator must resolve the dispute within one year from the date the notice of dispute is given.
- b. If an arbitrator does not resolve the dispute within the time described, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

8) Arbitrator's order

- a. Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- b. The arbitrator's order must
 - i. be in writing
 - ii. be signed and dated
 - iii. state the reasons on which it is based
 - iv. include the timelines for the implementation of the order, and
 - v. specify all expenditures incurred in the arbitration process for payment under s708.41 of the MGA.
- c. The arbitrator must provide a copy of the order to each party

d. If an order of the arbitrator under section is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

9) Costs of arbitrator

- a. Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are to be parties to the framework.
- b. Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments as set out in the most recent equalized assessment.

I. CORRESPONDENCE

1) Written notices under this framework shall be addressed to:

In the case of Westlock County:

Westlock County
10336 106 Street
Westlock, AB T7P 2G1
Attention: Chief Administrative Officer

In the case of Woodlands County

Woodlands County
Box 60, #1 Woodlands Lane
Whitecourt, AB T7S 1N3
Attention: Chief Administrative Officer

This Bylaw shall come into force and have affect from and after the date of third and final reading.

READ a first time this 11th day of June, A.D., 2019

Lou Hall, Reeve

Original signed and on file

Leo Ludwig, CAO

READ a second time this 11th day of June, A.D., 2019

Lou Hall, Reeve

Original signed and on file

Leo Ludwig, CAO

RECEIVED UNANIMOUS CONSENT FOR CONSIDERATION OF THREE READINGS IN ONE MEETING VIA COUNCIL RESOLUTION # 190-2019 , THIS 11TH DAY OF JUNE, 2019.

READ a third time this 11th day of June, A.D., 2019

Lou Hall, Reeve

Original signed and on file

Leo Ludwig, CAO

SCHEDULE 'A'

The following is a list of Municipal Services that each municipality is currently providing solely or in joint partnership with other municipalities, for their residents:

1) **Westlock County**

- Grants
- GIS
- Reception services
- Taxation services
- Communications
- Waste Management:
- Airport
- Road maintenance
- Road Drainage Maintenance
- Bridges
- Capital projects
- Utilities
- Agriculture
- FCSS
- Library
- Planning & Development
- Peace Officer
- Municipal Land – Sales and Leases
- Fire Services
- Recreation

2) **Woodlands County**

- Grants
 - Administration of County-issued grants
 - Board development/board education for local groups
 - Grant writing workshops
- GIS Contracted
 - Map creation (i.e. wall maps, map books)
 - Aerial photo creation
 - Address assignment
- Reception services
- Taxation services
 - Contracted Assessment Services
- Communications

- Bi Annual resident newsletter
- Open houses
- Workshops
- Annual reports
- Updates to website and social media
- Press releases

- Waste Management:
 - Joint Regional Landfill Facility
 - 3 Transfer Sites
 - 4 Recycling Stations

- Airport
 - 1 Aerodrome
 - Owner Operator, Manage and maintenance
 - Land leases

- Road maintenance
 - Grading, graveling, snowplowing, general road maintenance of gravel roads
 - Approach Construction and Approach Widening programs
 - Patching, Line Painting and Crack Sealing of paved roads
 - Sidewalk / walking trail maintenance and repair
 - Culvert maintenance, replacement and repair
 - Brushing
 - Roadside Mowing
 - Signage - installation and maintenance
 - Dust Control Program
 - Private Driveway Grading Program
 - Private Driveway Snowplowing Program
 - Licensing of Undeveloped Road Allowances
 - Road Closures

- Bridges
 - Bridge maintenance
 - Bridge repairs and replacements

- Capital projects
 - New road construction
 - New bridge/culvert construction
 - New or upgrade of Water/Wastewater Facilities

- Utilities
 - Water and Wastewater service to residents of 2 hamlets

- Water and Wastewater service to 2 residential subdivisions and 1 Industrial subdivision
- Water service to 1 residential area
- 2 Agricultural water fills
- 2 Domestic water fills for residential use only

- Agriculture
 - Weed and Pest Inspection Programs
 - Weed Spraying Program
 - Agricultural Equipment rentals
 - Agricultural Service Board
 - Education & Workshop Events

- FCSS
 - Youth Grants
 - Disaster Social Services
 - Information and Networking with other agencies
 - Community Volunteer Income Tax Program
 - Community Volunteer Appreciation Week (Biennial)
 - Seniors Week (Biennial)
 - Education Bursaries
 - Seniors Grants

- Animal Control
 - Responds to complaints
 - Contract Dog Catcher
 - Dog Pound Services

- Planning & Development
 - Permits
 - Land subdivision
 - Land use bylaw amendments
 - Subdivision Development Appeal Board
 - Municipal Planning Commission
 - Aggregate Oversight Committee
 - Maintain and administer statutory planning documents
 - Compliance and enforcement of Bylaws
 - Respond to complaints
 - Mediate with neighbour disputes
 - Municipal Land – Sales and leases

- Peace Officers
 - County wide patrol service including 3 Hamlets and 10 recreation sites
 - Enforcement of Community Standards Bylaw

- Enforcement of Highway Traffic Act,
- Issuance of violation tickets for all County Bylaws
- Liaison with RCMP detachments

- Fire Services
 - Four County fire departments:
 - Hamlet of Blue Ridge
 - Appointed Fire Chief (paid honorarium & paid incidents)
 - Deputy Fire Chief (paid honorarium & paid incidents)
 - Senior & junior firefighters (paid incidents)
 - Hamlet of Goose Lake
 - Appointed Fire Chief (paid honorariums & paid incidents)
 - Deputy Fire Chief (paid honorarium & paid incidents)
 - Senior & junior firefighters (paid incidents)
 - Anselmo
 - Appointed Fire Chief (paid honorariums & paid incidents)
 - Senior & junior firefighters (paid incidents)
 - Deputy Fire Chief (paid honorarium & paid incidents)
 - Hamlet of Fort Assiniboine
 - Appointed Fire Chief (paid honorariums & paid incidents)
 - Deputy Fire Chief (paid honorarium & paid incidents)
 - Senior & junior firefighters (paid incidents)
 - Medical & Training Officers (paid incidents)
 - Contracted Fire Services Town of Whitecourt

- Economic Development
 - Investment Attraction
 - Business Retention and Expansion
 - Entrepreneur Support and Development
 - Tourism Development and Promotion
 - Collaboration with multiple partners to form Business Support Networks
 - Memberships in local area Business & Tourism Support Networks (ie Chamber of Commerce, Growth REDA, Community Futures)
 - Small Business Week Activities
 - Annual Career Expo
 - Annual Economic Development Forum
 - Sales and Marketing functions

- Recreation
 - 10 Active Outdoor Recreation Areas (Day Use, camping opportunities, walking trails with interpretive signage)
 - Provide events and workshops for residents and visitors at sites
 - Recreation Grants
 - Arts and Culture Grants
 - Capital and Operating Grants to key community groups