

INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN

THE MUNICIPAL DISTRICT OF PROVOST No. 52



AND

THE TOWN OF PROVOST



**MONTH 2019 – DRAFT
M.D. of Provost Bylaw #XX
Town of Provost Bylaw #XX**

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WHEREAS, the Town of Provost and the Municipal District of Provost share a common border; and

WHEREAS, the Municipal District of Provost and the Town of Provost share common service delivery interests and are committed to the same advantageous and operable standard of service provision to their respective ratepayers in concert; and

WHEREAS, the *Municipal Government Act* R.S.A. 2000, c. M-26 (as amended) stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services if they are provided intermunicipally.

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

1.0 DEFINITIONS

In this Agreement:

- “Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, amended as of April 1, 2018.
- “Capital Costs”** means new facilities, expansions to existing facilities and intensification of use of existing facilities.
- “Councils”** mean the municipal councils of the Town of Provost and the Municipal District of Provost.
- “Framework”** means this Intermunicipal Collaboration Framework (ICF).
- “Intermunicipal Planning Committee”** means the Intermunicipal Planning Committee established by the Intermunicipal Development Plan (**Bylaw #**) between the Municipal District of Provost and the Town of Provost.
- “M.D.”** means the Municipal District of Provost No. 52.
- “Municipalities”** refers to both the Town of Provost and the Municipal District of Provost in conjunction.
- “Services”** means those services that are provided either municipally or intermunicipally which includes:
- i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - iv. Recreation

“Town” means the Town of Provost.

2.0 FRAMEWORK INTERPRETATION

1. All words in the Framework shall have the same meaning as defined in the *Municipal Government Act*. For words not defined under the *Municipal Government Act*, their meaning shall be as is understood in everyday language.
2. The word “shall” is interpreted as meaning an obligatory direction.
3. The word “may” is interpreted as meaning a choice exists with no preferred direction intended.

3.0 TERM AND REVIEW

1. In accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26 (as amended), this is a permanent Framework that shall come into force on final passing of the bylaws by both Municipalities.
2. Being that the Framework is seen as a living document, it may be amended by mutual consent of both parties unless specified otherwise in this Framework.
3. It is agreed by the Municipal District of Provost and the Town of Provost that the Framework shall be subject to review every **five years** to review the terms and conditions of the agreement between both Municipalities. The Framework may be reviewed within a shorter period of time, if required and agreed upon by both Municipalities.
4. In accordance with the *Act*, if the Framework is found to no longer adequately and reasonably serve the interests of the Municipalities, the Framework shall not expire indefinitely but shall be replaced by an updated Framework agreed upon by both parties.

4.0 MUNICIPAL GOVERNMENT ACT (MGA) REQUIREMENTS

As required by Section 708.29(2) of the *Municipal Government Act*, R.S.A. 2000, c. M-26 (as amended), the following services must be addressed within the Framework:

- a. transportation,
- b. water and wastewater,
- c. solid waste,
- d. emergency services,
- e. recreation, and
- f. any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.

As such, the M.D. of Provost No.52 and the Town of Provost, being subject to the *Act*, are to enter into a collaboration framework that outlines the levels of service provision regarding the aforementioned categories. Such levels may include:

- i. Intermunicipal service provision,
- ii. Independent municipal service provision, or
- iii. Services provided by a third-party.

Therefore, using such levels of services, the following Framework shall describe the current status of service provision between the Municipalities.

Moreover, the *Act* mandates in Section 708.45(1) that a binding dispute resolution process shall be included in Intermunicipal Collaboration Frameworks to ensure that a concrete process is available for both Municipalities to utilize in necessary circumstances. Such a process is outlined in Section 8.0 of the Framework.

5.0 GENERAL SERVICE PROVISION

The M.D of Provost and the Town of Provost have agreed that the best and most efficient way to provide services to their respective residents is to continue to provide certain services (i.e. transportation, water, and wastewater services) independently due to their population density, demand, and overall land mass of both Municipalities. However, the Municipalities wish to maintain the same level of intermunicipal service delivery in areas of solid waste, recreation, and emergency services, as per existing joint agreements shared by the Municipalities.

1. The Municipal District of Provost No. 52 and the Town of Provost have agreed that both Municipalities will provide the following services either intermunicipally or independently to their respective residents:
 - a. The Municipal District of Provost No. 52:
 - i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation
 - b. The Town of Provost:
 - i. Transportation
 - ii. Water and Wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation

6.0 INTERMUNICIPAL SERVICE PROVISION

In congruence with the *Act*, the following section outlines the level of service provision between the Municipal District of Provost and the Town of Provost:

1. Transportation:

- a. Transportation services are provided independently by both Municipalities.

2. Water and Wastewater:

- a. Water and wastewater services are provided independently by the Municipalities.

3. Solid Waste:

- a. The M.D. of Provost is the administrative authority of a Regional Solid Waste Authority that is provided intermunicipally to the Town of Provost, along with the Villages of Amisk, Czar, and Hughenden under a joint agreement. The funding structure for solid waste services is outlined within the intermunicipal agreement that governs the service and administrative structure.

4. Emergency Services:

Fire Services:

- a. The M.D. of Provost renewed their joint agreement with the Town of Provost for the sharing of capital and administrative costs on April 14th, 2011. The funding structure, as indicated by the agreement, is defined as a shared funding structure regarding capital and administrative expenditures. The Water Tanker and Fire Pumper trucks are purchased and owned by the M.D. while maintained and used by the Town while the fire hall is jointly owned by the two Municipalities. A more detailed expansion on the specific conditions within the joint service agreement are found within the joint fire agreement between the M.D. and the Town.

Bylaw Enforcement:

- b. The M.D. of Provost has an agreement with the Town of Provost (renewed on February 5th, 2009) for the provision of a Peace Officer by the M.D. of Provost on a cost-sharing basis.

5. Recreation:

- a. The M.D. of Provost and the Town of Provost renewed their joint agreement (known as the Recreation Agreement) on March 30th, 2010 to establish the Provost & District Regional Recreation Council to provide for the capital costs of recreational facilities. Regarding the funding structure, the M.D. of Provost contributes the operational funding on a per capita basis for the Town's recreation facilities while also contributing capital funding for individual capital expenditures. The Town shall administer all monies and shall provide the M.D. with a year-end financial statement. The M.D. and the Town also have an equipment sharing agreement to allow the Town to rent the M.D.'s equipment with an operator with costs be paid by the Town upon rental.

6. Other services:

Mutual Aid:

- a. The M.D. of Provost and the Town of Provost renewed their intermunicipal agreement for the provision of Mutual Aid in times of peacetime emergencies in 2010.

Seniors' Housing:

- b. The M.D. of Provost, the Villages of Amisk, Czar, and Hughenden, and the Town of Provost have a joint agreement for the provision of seniors' care and housing at the Hillcrest Lodge in the Town of Provost. The Municipalities entered into the amending joint agreement on September 12th, 1994 and is funded on an amount determined by equalized assessment of all the participating Municipalities.

Airport:

- c. The M.D. of Provost and the Town of Provost have a joint agreement (signed on February 26th, 2009) for the use, maintenance, and improvement of a regional airport located within the Fringe Area established by the Intermunicipal Development Plan (**Bylaw #XX**) between the M.D. and the Town. The M.D. and the Town equally share the costs of the capital expenditures, maintenance, and improvement to the airport, with the use, control, and operation of the airstrip being governed by the Airport Committee comprised of equal members from both Municipalities.

F.C.S.S.:

- d. The Town of Provost (as the administrative authority) has an intermunicipal agreement (renewed on June 8th, 2010) with the M.D. of Provost, and the Villages of Czar and Hughenden for the provision of Family and Community Support Services in concert with the Government of Alberta. Being that F.C.S.S. is 80% subsidized by the Alberta Government, the remaining funding is determined on a per capita basis.

7.0 FUTURE PROJECTS AND AGREEMENTS

In their present circumstance, the Municipal District of Provost or the Town of Provost do not wish to alter existing service agreements nor create new service delivery agreements than those already in place for the foreseeable future. However, if a circumstance arises that one Municipality wishes to enter into an intermunicipal service agreement, the following procedure shall dictate the process:

1. In the event any of the Municipalities initiate the development of a new project and/or service that may require a cost-sharing agreement, the initiating Municipality's Chief Administrative Officer shall notify the appropriate Municipality's (hereinafter referred to as the "responding Municipality") Chief Administrative Officers **prior to the consideration** of such a development and/or service being constructed or developed.
2. Once the responding Municipality has received written of a new project, an Intermunicipal Planning Committee meeting must be held within **30 calendar days** of the date the written notice was received, unless the involved Chief Administrative Officers agree otherwise.

3. The Intermunicipal Planning Committee will be the forum used to address and develop future service delivery agreements. Both the Municipal District of Provost and the Town of Provost shall agree that time shall be of the essence throughout the Intermunicipal Planning Committee meetings.
4. In the event the Intermunicipal Planning Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 8.0 of the Framework.

8.0 BINDING DISPUTE RESOLUTION PROCESS

Although there are no planned future developments or services that would warrant an intermunicipal cost-sharing agreement, the utility of having a binding dispute resolution process is essential to ensure governmental processes are not inhibited by a lack of consensus or proceed without consent from any of the Municipalities.

The Binding Dispute Resolution Process for the Framework shall be as follows:

1. The Intermunicipal Planning Committee will meet and attempt to resolve the dispute.
2. In the event the Committee is unable to resolve the issue, the Municipal District of Provost and the Town of Provost shall seek the assistance of a mediator acceptable to all Municipalities. The costs of mediation shall be shared equally among the Municipalities.
3. In the event that mediation proves to be unsuccessful, was not undertaken, or the proposing Municipality proceeds with an approval that does not reflect the accepted mediation recommendations, the responding Municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, as per the Act.

If the responding Municipality initiates a dispute, they may withdraw their objections at any time throughout the process and shall provide written confirmation that the dispute is withdrawn to the proposing Municipality.

Both the M.D. of Provost and the Town of Provost agree that time shall be of the essence when working through the Binding Dispute Resolution Process.