

**SCHEDULE A**

**INTERMUNICIPAL COLLABORATION  
FRAMEWORK**

**BETWEEN**

**THE MUNICIPAL DISTRICT OF  
PROVOST  
No. 52**



**AND**

**SPECIAL AREAS BOARD**



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**WHEREAS**, the Municipal District of Provost No. 52 and Special Areas Board share a common border; and

**WHEREAS**, the Municipal District of Provost No. 52 and Special Areas Board share common service delivery interests and are committed to individually provide services to their respective ratepayers; and

**WHEREAS**, the *Municipal Government Act* R.S.A. 2000, c. M-26 (amended as of April 1, 2018.) stipulates municipalities with 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:

<b>“Board”</b>	means the Special Areas Board.
<b>“CAO”</b>	means appointed Chief Administrative Officer for the Municipal District of Provost No. 52.
<b>“Capital Costs”</b>	means new facilities, expansions to existing facilities and intensification of use of existing facilities.
<b>“Chair”</b>	means appointed Chair for the Special Areas Board.
<b>“Council”</b>	means the Municipal District of Provost No. 52. Council.
<b>“Framework”</b>	means this Intermunicipal Collaboration Framework (ICF).
<b>“Intermunicipal Planning Committee”</b>	means the Intermunicipal Planning Committee established by the Intermunicipal Development Plan between the Municipal District of Provost No. 52 and Special Areas Board.
<b>“M.D.”</b>	means the Municipal District of Provost No. 52.
<b>“MGA”</b>	means the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, amended as of April 1, 2018.
<b>“Municipalities”</b>	refers to both Special Areas Board and the Municipal District of Provost No. 52 in conjunction.
<b>“Services”</b>	means those services that are provided either municipally or inter-municipally which includes:

- i. Transportation
- ii. Water and Wastewater
- iii. Solid Waste
- iv. Emergency Services
- iv. Recreation

## **2.0 FRAMEWORK INTERPRETATION**

1. All words in the Framework shall have the same meaning as defined in the *Municipal Government Act (MGA)*. For words not defined under the *MGA*, 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 *MGA*, this is a permanent Framework that shall come into force on final passing of the bylaw/ministerial order by each Municipality.
2. 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 M.D. and the Board that the Framework shall be subject to review every **five years**. The Framework may be reviewed within a shorter period of time, if required and agreed upon by both Municipalities.
4. In accordance with the *MGA*, 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 *MGA*, 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.

The M.D. and the Board are to enter into a collaboration framework that outlines the levels of service provision regarding the aforementioned categories. Such levels may include:

- a. Intermunicipal service provision,
- b. Independent municipal service provision, or
- c. Services provided by a third-party.

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

Moreover, the *MGA* mandates in section 708.45(1) that a binding dispute resolution process shall be included in Intermunicipal Collaboration Frameworks to ensure a concrete process is available for both Municipalities to utilize in necessary circumstances. Such a process is outlined in Section 9.0 of the Framework.

## **5.0 GENERAL SERVICE PROVISION**

The M.D. and the Board have agreed the best and most efficient way to provide services to their respective residents is to continue to provide the services independently due to their population density, demand, and overall land mass of both Municipalities.

1. The M.D. and the Board have agreed each Municipality will provide the following services independently for their residents or through intermunicipal collaboration with their separate urban municipal partners:
  - a. The M. D. of Provost
    - i. transportation
    - ii. water and wastewater
    - iii. solid waste
    - iv. emergency services
    - v. recreation
  - b. Special Areas Board
    - i. transportation
    - ii. water and wastewater
    - iii. solid waste
    - iv. emergency services
    - v. recreation

## **6.0 INTERMUNICIPAL SERVICE PROVISION**

In congruence with the *MGA*, the following section outlines the level of service provision between the M.D. and the Board:

### **1. Transportation:**

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

2. Water and Wastewater:

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

3. Solid Waste:

- a. Solid waste services are not provided between the M.D. and the Board.

4. Emergency Services:

- a. Emergency services are not provided between the M.D. and the Board.

5. Recreation:

- a. Recreation services are not provided between the M.D. and the Board.

6. Other services:

- a. The M.D. and the Board are apart of an intermunicipal agreement with many other municipalities in the region for the provision of Disaster Services Mutual Aid in times of peacetime emergencies on an as-needed basis.
- b. The M.D. and the Board entered an Intermunicipal Development Plan in **2019**, in accordance with the *MGA*. The Intermunicipal Development Plan will be reviewed on the same occasion as the Framework on an agreed upon date every **five (5) years**.

## **7.0 FUTURE PROJECTS AND AGREEMENTS**

In their present circumstance, neither the M.D. nor the Board intend to engage in future projects or agreements with one another in the foreseeable future, apart from a Mutual Aid agreement that may be renewed or amended. However, if a circumstance arises that one Municipality wishes to enter into an intermunicipal service agreement, the following procedure shall dictate the process:

- a. 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 CAO/Chair shall notify the other, **prior to the consideration** of such a development and/or service being constructed or developed.
- b. Once either Municipality has received written notice of a new project, an Intermunicipal Planning Committee meeting must be held within **thirty (30) calendar days** of the date the written notice was received, unless both CAO/Chair agree otherwise.
- c. The Intermunicipal Planning Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements. Both the M.D. and the Board shall agree that time shall be of the essence throughout the Intermunicipal Planning Committee meetings.

- d. 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 DISPUTE RESOLUTION**

- a. The M.D. and the Board are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- b. The M.D. and the Board 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. Both municipalities shall be responsible for documenting and maintaining records of all meetings and exchanges throughout the dispute resolution process.
- c. In the event of a dispute, the M.D. and the Board agree to undertake a process to promote the resolution of the dispute in the following order:
  - a. negotiation;
  - b. mediation; or
  - c. binding arbitration.
- d. If any dispute arises between the M.D. and the Board 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 Dispute Resolution Process outlined herein.
- e. If the Dispute Resolution Process is invoked, the M.D. and the Board shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- f. Despite subsection (d), 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.
- g. 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 Planning Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAO/Chair. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- h. If the M.D. and the Board cannot resolve the dispute through negotiation within the prescribed time, then the dispute shall be referred to mediation.

- i. 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.
- j. The M.D. and the Board shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- k. Where a mediator is appointed, the M.D. and the Board 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 M.D. and the Board 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 M.D. and Board.
- l. In the event that:
  - a. the M.D. and Board 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.
- m. If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either the M.D. or the Board 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.
- n. 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.



- o. The M.D. and the Board shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- p. Should the M.D. and the Board fail to agree on a single arbitrator within the prescribed time, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- q. 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.
- r. The *Arbitration Act* (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
- s. 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.
- t. The arbitrator's decision is final and binding upon the M.D. and the Board subject only a party's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- u. If the M.D. and the Board 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.
- v. Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- w. If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- x. 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 M.D. and the Board.