

Intermunicipal Collaboration Framework

Between

Ponoka County

And

Summer Village of Parkland Beach

February 5, 2019

WHEREAS, Summer Village of Parkland Beach and the Ponoka County share a common border; and

WHEREAS, Summer Village of Parkland Beach and the Ponoka County share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, Summer Village of Parkland Beach and the Ponoka County consulted with residents of both Municipalities; 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. “Summer Village” means the Summer Village of Parkland Beach.
 - b. “County” means Ponoka 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 meet 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, whether Ponoka County residents for services provided by the Summer Village of Parkland Beach or Summer Village of Parkland Beach residents for services provided by the Ponoka 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. Water and Wastewater
 - b. Recreation
 - c. Municipal Administration
 - d. Agricultural Services
 - e. Animal Control
 - f. Assessment Services
 - g. Bylaw Enforcement
 - h. Information Technology
 - i. Pest Control
 - j. Police Services
 - k. Purchasing/Procurement Services
- 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. All water and wastewater services within the Summer Village and in the adjoining area in the County are private individual systems on each lot that are required to meet the Safety Codes Act. The Summer Village and County are willing to work together with the other municipalities on Gull Lake should there be an opportunity to develop a regional water or wastewater system.
 - b. Solid Waste:
 - i. The Summer Village contracts with a private contractor to provide waste collection services to the home owners within the Summer Village. The solid waste is hauled to the Ponoka County landfill based on a verbal agreement with the County for the disposal of solid waste.

- c. Emergency Services:
 - i. The West County Fire Services Agreement, between Ponoka County, the Town of Rimbey and the Summer Village of Parkland Beach, was signed 28 April, 2015. The Summer Village contracts with the Town of Rimbey and Ponoka County to provide fire protection services based on a fee for service to a specific area as outlined in the agreement. The County employs a regional fire chief and is the lead municipality for the Regional Fire Service agreement.
 - ii. The Ponoka Regional Emergency Management Partnership Agreement, between Ponoka County, Town of Ponoka, Town of Rimbey and Summer Village of Parkland Beach, was signed October 29, 2014. Ponoka County is the lead municipality.
 - iii. Police services are provided to both municipalities by the RCMP.
 - iv. The Summer Village contracts with a private firm for Bylaw Officer Services and the County employs their own Peace Officers. Should the Summer Village Peace Officer requirements change the County could consider providing contract Peace Officer services to the Summer Village.
 - v. Ambulance services are provided to both municipalities by Alberta Health Services.
- d. Recreation and Culture:
 - i. The Summer Village provides and maintains the public beach and playground on Gull Lake within its boundaries. These facilities are available for use by both the residents of the Summer Village and the residents of the County. The Summer Village is the lead municipality.
- e. Road Construction and Maintenance
 - i. Both the Summer Village and the County are responsible for the construction and maintenance of public roads within their respective municipalities. Under a letter of agreement dated December 18, 2003 the County agrees to provide snow plowing services for the Summer Village in exchange for the County residents being able to utilize the Summer Village beach on Gull Lake. The County is the lead municipality.
- f. Weed Inspector
 - i. The Summer Village appoints a County employee as Weed Inspector, based on a verbal agreement with the County. The County is the lead municipality.

- g. Senior Housing
 - i. The Summer Village is not party to any agreements related to the provision of housing for seniors. The County is a member of the Rimoka Housing Authority with the Town of Ponoka and the Town of Rimbey which provides senior housing in the Town of Ponoka and the Town of Rimbey.
 - h. Ponoka Family and Community Support Services
 - i. The Summer Village does not participate in any Family and Community Support Services programs. The County participates and shares in funding the FCSS programs in the Town of Ponoka and the Town of Rimbey.
 - i. Planning Services
 - i. The County is member of the West Central Planning, which provides planning services to the County. The Summer Village contracts with Parkland Community Planning Services to provide planning services.
 - ii. The Summer Village is member of the Regional Subdivision and Development Appeal Board service administered by Parkland Community Planning Services. The County has their own Subdivision and Development Appeal Board.
 - j. Assessment Services
 - i. The County and Summer Village have contracts with independent assessment corporations to provide assessment services for their respective municipalities.
 - ii. The County is a member of the Central Alberta Regional Assessment Review Board and the Summer Village contracts assessment review board services through the Capital Region Assessment Services Commission.
 - k. Intermunicipal Development Plan
 - i. The Summer Village and the County entered into an Intermunicipal Development Plan in 2018, 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.
- 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 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 mediator 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 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 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 Ponoka County to:

**Ponoka County
c/o Chief Administrative Officer
4205 – Highway 2A
Ponoka, AB T4J 1V9**

b. In the case of the Summer Village of Parkland Beach to:

**Summer Village of Parkland Beach
c/o Chief Administrative Officer
P.O. Box 130
Rimbey, AB T0C 2J0**

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.

PONOKA COUNTY

SUMMER VILLAGE OF
PARKLAND BEACH

Reeve

Mayor

Chief Administrative Officer

Chief Administrative Officer