



BYLAW 2019-07

OF THE MUNICIPAL DISTRICT OF LESSER SLAVE RIVER NO. 124

Being a Bylaw of the Municipal District for the purpose of adopting the Municipal District of Lesser Slave River No. 124 /Northern Sunrise County Intermunicipal Collaboration Framework (ICF), pursuant to the Municipal Government Act, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto.

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;

WHEREAS the Municipal District of Lesser Slave River No. 124 and Northern Sunrise County share a common border;

WHEREAS the Municipal District of Lesser Slave River No. 124 and Northern Sunrise County share common interest and are desirous of working together to provide services to their residents;

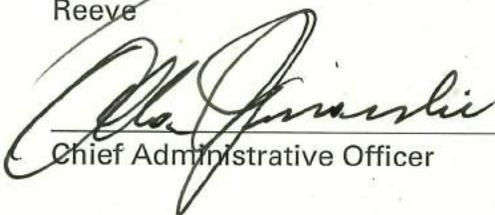
THEREFORE BE IT RESOLVED, that the Council of the Municipal District of Lesser Slave River No. 124, in the Province of Alberta, adopts the Municipal District of Lesser Slave River No. 124/Northern Sunrise County Intermunicipal Collaboration Framework Agreement, being the document attached hereto as Appendix "A" and forming part of this Bylaw.

This Bylaw comes into force and effect on the final date of passing thereof.

Read a first time this 11th day of December, A.D., 2019



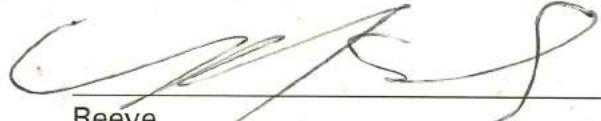
Reeve



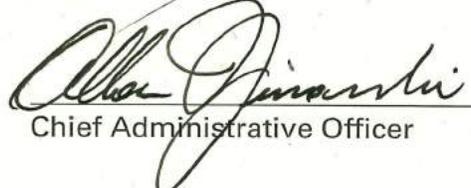
Chief Administrative Officer

Read a second time this 11th day of December, A.D., 2019

Read a third time and finally passed, this 11th day of December, A.D., 2019



Reeve



Chief Administrative Officer

APPENDIX "A"

**Intermunicipal Collaboration Framework Bylaw Agreement
Between**

Northern Sunrise County,

A municipality incorporated under the laws of Alberta
(Hereinafter referred to as "Northern Sunrise")

And

Municipal District of Lesser Slave River No. 124,

A municipality incorporated under the laws of Alberta
(Hereinafter referred to as "Lesser Slave River")

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, Northern Sunrise and Lesser Slave River share a common border, and

WHEREAS, Northern Sunrise and Lesser Slave River 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, by mutual covenant of the parties hereto it is agreed as follows:

1. DEFINITIONS

1.1 In this Bylaw:

- 1.1.1 "County" means Northern Sunrise County
- 1.1.2 "Services" means those services relating to:
 - a) Transportation
 - b) Solid Waste
 - c) Recreation
 - d) Water/Wastewater
 - e) Emergency Services
- 1.1.3 "MD" means Municipal District of Lesser Slave River No. 124
- 1.1.4 "Municipal Services" means a service provided by a municipality through either its own administration or by a third party such as a contractor or other agency/company.
- 1.1.5 "Intermunicipal Services" is a service that is provided to two or more municipalities. This can be provided by one or more municipality or by a third party such as a service commission, municipal controlled corporation, authority, etc.

2. TERM AND REVIEW

- 2.1 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.
- 2.2 This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 2.3 It is agreed by the County and the MD that the Intermunicipal Negotiating Committee shall meet at least once every five years to review the terms and conditions of the Agreement.

3. GOVERNANCE BODY

- 3.1 The County and the MD agreed to create a recommending body known as the Intermunicipal Negotiating Committee (INC).
- 3.2 The INC shall consist of six members, being the Reeves and Deputy Reeves of each municipality, along with the Chief Administrative Officers as advisory staff.
- 3.3 The INC 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.

3.4 Each INC meeting will be held in closed meeting 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.

4. MUNICIPAL SERVICES

4.1 Transportation

4.1.1 The County and the MD have agreed that transportation services will be provided independently by both municipalities.

4.2 Solid Waste

4.2.1 The County and the MD have agreed that solid waste services will be provided independently by both municipalities.

4.3 Recreation

4.3.1 The County and the MD have agreed that recreation services will be provided independently by both municipalities.

4.4 Water/Wastewater

4.4.1 The County and the MD have agreed that water/wastewater services will be provided independently by both municipalities.

4.5 Emergency Services

4.5.1 The County and the MD have agreed that emergency services will be provided independently by both municipalities.

5. INTERMUNICIPAL SERVICES

5.1 The County and the MD agree to keep discussions open for future opportunities for collaboration.

6. FUTURE PROJECTS AND AGREEMENTS

6.1 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.

6.2 The INC 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 9.

7. INDEMNITY

7.1 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.

7.2 The indemnifications set forth in Section 8.1 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.

7.3 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.

7.4 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.

7.5 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.

8. DISPUTE RESOLUTION

8.1 Notice of dispute

- 8.1.1 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.

8.2 Negotiation

- 8.2.1 Within 14 days of after the notice is given, the INC will meet and attempt to resolve the dispute.

8.3 Mediation

- 8.3.1 In the event the Committee is unable to resolve an issue, the County and the MD will seek the assistance of a mediator acceptable to both parties.
- 8.3.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 8.3.3 Both parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 8.3.4 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.
- 8.3.5 All proceedings involving a mediator are without prejudice, and the costs of mediation shall be shared equally between parties.

8.4 Report

- 8.4.1 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.
- 8.4.2 The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 8.4.3 The initiating party may prepare a report before the 6 months have elapsed if:
- a) the parties agree, or
 - b) the parties are not able to appoint a mediator.

8.5 Appointment of arbitrator

- 8.5.1 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.
- 8.5.2 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.
- 8.5.3 In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

8.6 Arbitration process

- 8.6.1 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.
- 8.6.2 The arbitrator may do the following:
- a) require an amendment to a framework;
 - b) require a party to cease any activity that is inconsistent with the framework;
 - c) provide for how a municipality's bylaws must be amended to be consistent with the framework;
 - d) award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8.7 Deadline for resolving dispute

- 8.7.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given.
- 8.7.2 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.

8.8 Arbitrator's order

- 8.8.1 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.
- 8.8.2 The arbitrator's order must:
 - a) be in writing;
 - b) be signed and dated;
 - c) state the reasons on which it is based;
 - d) include the timelines for the implementation of the order; and
 - e) specify all expenditures incurred in the arbitration process for payment under s.708.41 of the MGA.
- 8.8.3 The arbitrator must provide a copy of the order to each party.
- 8.8.4 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.
- 8.9 Costs of arbitrator
 - 8.9.1 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.
 - 8.9.2 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.

9. CORRESPONDENCE

9.1 Written notices under this bylaw shall be addressed to:

In the case of Northern Sunrise County:
 Northern Sunrise County
 Bag 1300, 135 Sunrise Road
 Peace River, AB T8S 1Y9
 Attention: Chief Administrative Officer

In the case of Municipal District of Lesser Slave River No. 124
 Municipal District of Lesser Slave River No. 124
 Box 722
 Slave Lake, Alberta T0G 2A0
 Attention: Chief Administrative Officer

EFFECTIVE DATE

This agreement shall come into force and effect when it receives third reading and is duly signed.

Read a first time this _____ day of _____, 2019.

Read a second time this _____ day of _____, 2019.

Read a third time this _____ day of _____, 2019.

Signed and made effective this _____ day of _____, 2019.

NORTHERN SUNRISE COUNTY

**MUNICIPAL DISTRICT OF
LESSER SLAVE RIVER NO. 124**

REEVE

REEVE

CHIEF ADMINISTRATIVE OFFICER

CHIEF ADMINISTRATIVE OFFICER

“SCHEDULE A”

The following is a list of Municipal Services that each municipality is currently providing for their residents:

1) **Lesser Slave River**

- Legislative Services
 - o Council policy development, stewardship, and advocacy
 - o Tri-Council
 - o Membership in committees, agencies, societies, and commissions
 - o Appeal processes
 - o Vision and strategy
 - o Relationships management including intermunicipal agreements

- General Administration
 - o Support to MD departments, council, committees, & citizens
 - o Sale of goods & services
 - o Finance, IT, GIS, human resources, communications, and taxation activities
 - o Safety administration
 - o Primary office in Slave Lake and satellite in Flatbush
 - o Continuous improvement

- Emergency Services:
 - o Fire services operate as the Lesser Slave Regional Fire Service (LSRFS); Lesser Slave River has 4 halls, Slave Lake 1 hall
 - o Member of the Northwest Alberta Emergency Resource Agreement
 - o Search and rescue services: Marine and land via LSRFS
 - o Regional emergency plan member with Town of Slave Lake and Sawridge First Nation
 - o Staff training and development in ICS activities

- Peace Officer and bylaw services
 - o Transportation network protection
 - o Bylaw and enforcement
 - o Environmental enforcement
 - o Traffic safety
 - o Animal issues

- Airports
 - o Participate in the Slave Lake Airport Management Services Commission

- Transportation and infrastructure services
 - o Transportation authorizations concerning use, network, and access
 - o Grading, graveling, snowplowing, general road maintenance of gravel roads
 - o Approach Construction and Approach Widening programs
 - o Patching, Line Painting and Crack Sealing of paved roads
 - o Sidewalk / walking trail maintenance and repair
 - o Culvert maintenance, replacement and repair
 - o Brushing
 - o Roadside Mowing
 - o Signage - installation and maintenance
 - o Dust Control Program
 - o Private Driveway Grading Program
 - o Private Driveway Snowplowing Program
 - o Bridges and culverts
 - o Vertical infrastructure maintenance
 - o Fleet management
 - o Water management initiatives
 - o Related capital projects and capital investments/replacements/enhancements

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- **Water and Wastewater**
 - o Water treatment (membrane) plants in Canyon Creek and Smith
 - o Water transfer facilities in Canyon Creek, Widewater, Marten Beach, Smith, and Flatbush
 - o Water distribution systems (residential) in Canyon Creek, Widewater, Wagner, Nine Mile Point, Old Town, Poplar Lane, Smith and Flatbush.
 - o Industrial water plant with distribution system in Mitsue
 - o Wastewater (membrane) plant in Canyon Creek
 - o Wastewater lagoons in Smith and Flatbush
 - o Wastewater collection systems in Canyon Creek, Widewater, Wagner, Nine Mile Point, Smith and Flatbush
 - o Stormwater maintenance
- **Waste management:**
 - o Participate in Athabasca Regional Waste Management Services Commission
 - o Participate in Lesser Slave Regional Waste Management Service Commission
 - o Operate 3 MD transfer/recycling stations to supplement commission landfills
- **FCSS**
 - o Grants to community programs supporting youth, volunteerism, and seniors
- **Rural Services**
 - o Agricultural Services Board
 - o Weed and Pest Inspection Programs
 - o Weed Spraying Program
 - o Agricultural equipment rentals (limited)
 - o Agricultural scanning, advice and advocacy
 - o Education Events
 - o Rural extension including Producer Social
 - o Community complexes and arenas in Widewater, Smith, Flatbush and Canyon Creek
 - o Boardwalks, boat launches, cemeteries, and trails
- **Planning & Development**
 - o Authorizations (permits, subdivisions, agreements, etc.)
 - o Municipal Planning Commission
 - o Maintain and administer statutory planning documents
 - o Maintain rural addressing system
- **Economic Development**
 - o Implementation of MD economic policy objectives
 - o Seize opportunities and participate in regional initiatives and advocacy if reasonable value/return on investment exists for Lesser Slave River

2) **Northern Sunrise County**

- Grants to various agricultural societies and community groups annually
- GIS
- Reception services
- Taxation services
- Communications
- Waste Management: provided by Peace Regional Waste Management Company of which NSC is a partner
- Road & bridge maintenance and construction
- Capital projects
- Utilities – water provided by NEW water Ltd., of which NSC is a partner
- Agricultural Services including weed and pest control, Agricultural Service Board, weed spraying program
- ALUS Program Partner with riparian and wetland mitigation

- Airport services provided by a third-party provider of which Northern Sunrise County is a partner
- Assessment Services
- FCSS services
- Animal Control to the hamlets of Cadotte Lake, Little Buffalo and St. Isidore
- Planning & Development – Northern Sunrise County has an in-house Development Officer and also utilizes a third-party provider, Mackenzie Municipal Services Agency
- Bylaw Enforcement
- Enhanced policing – Northern Sunrise County and the Town of Peace River provide funding for an enhanced police officer position to provide services
- Fire Services
- Economic Development