

**VILLAGE OF BITTERN LAKE  
BY-LAW NO. 04/18**

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A By-law of the Village of Bittern Lake, in the Province of Alberta, for the purpose of adopting the Camrose County / Village of Bittern Lake Intermunicipal Collaboration Framework, 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;

**AND WHEREAS**

The Village of Bittern Lake and Camrose County share a common border;

**AND WHEREAS**

The Village of Bittern Lake and Camrose County share common interest and are desirous of working together to provide services to their residents;

**AND WHEREAS**

The Village of Bittern Lake and Camrose County consulted with residents of both municipalities;

**NOW THEREFORE**

The Council of the Village of Bittern Lake, in the Province of Alberta, adopts the Camrose County / Village of Bittern Lake Intermunicipal Collaboration Framework, being the document attached hereto and forming part of this By-law;

**AND THEREFORE**

By-law No. 04/18 comes into force and effect on the final date of passing thereof.

RECEIVED FIRST READING THIS  
18 DAY OF October, A.D. 2018  
IN THE VILLAGE OF BITTERN LAKE, IN THE  
PROVINCE OF ALBERTA

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\* MAYOR  
\* \_\_\_\_\_  
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\* TOWN ADMINISTRATOR

RECEIVED SECOND READING THIS  
13 DAY OF Dec, A.D. 2018  
IN THE VILLAGE OF BITTERN LAKE, IN THE  
PROVINCE OF ALBERTA

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\* MAYOR  
\* \_\_\_\_\_  
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\* TOWN ADMINISTRATOR

RECEIVED THIRD AND FINAL READING THIS  
13 DAY OF Dec, A.D. 2018  
IN THE VILLAGE OF BITTERN LAKE, IN THE  
PROVINCE OF ALBERTA

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\* MAYOR  
\* \_\_\_\_\_  
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\* TOWN ADMINISTRATOR

# **Intermunicipal Collaboration Framework**

**Between**

**Camrose County**

**and the**

**Village of Bittern Lake**

**December 2018**



**Bylaw No. 1427 for Camrose County**  
**Bylaw No. 04/18 for the Village of Bittern Lake**

## **1. TERM AND REVIEW**

- 1.1 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.
- 1.2 This framework may be amended by mutual consent of both municipalities unless specified otherwise in this framework.
- 1.3 In accordance with the *Municipal Government Act*, this intermunicipal collaboration framework must be reviewed once every five years, or sooner if requested by either municipality.

## **2. INTERMUNICIPAL COOPERATION**

- 2.1 This intermunicipal collaboration framework identifies the services provided by each municipality, the services which are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.
- 2.2 The municipalities agree to equitable service delivery. Where shared services are provided, residents and ratepayers of both municipalities will be afforded, as far as practical, the same services at the same costs, including user fees for the services provided by either municipality.

## **3. INTERMUNICIPAL COMMITTEE**

- 3.1 The municipalities agree to create a joint committee known as the Intermunicipal Committee.
  - 3.1.1 The Committee will meet on an “as required” basis and will develop recommendations to the Councils on matters of intermunicipal strategic direction and cooperation affecting County and Village residents and ratepayers, including at a minimum:
    - 3.1.1.1 long-term strategic growth plans as may be reflected in the Intermunicipal Development Plan, Municipal Development Plans, Area Structure Plans or other growth plans, strategic plans or studies;

- 3.1.1.2 intermunicipal and regional transportation issues, including transportation and utility corridors and truck routes;
  - 3.1.1.3 prompt circulation and review of major land use, subdivision and development proposals in either municipality which may impact the other municipality;
  - 3.1.1.4 the review of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system;
  - 3.1.1.5 periodic review of this Intermunicipal Collaboration Framework as required under 1.3;
  - 3.1.1.6 periodic review of the Intermunicipal Development Plan as required under 4.2, and;
  - 3.1.1.7 existing shared intermunicipal services, or the potential for new shared intermunicipal services.
- 3.1.2 The Committee shall consist of four members, being two Councillors from each municipality.
- 3.1.3 The Chief Administrative Officer, and/or designate from each municipality will serve as advisory staff to the Committee, be responsible to provide background information and recommendations on all matters before the Committee, prepare agendas, record the recommendations of the Committee, and for forwarding all recommendations from the Committee to their respective Councils.

#### **4. INTERMUNICIPAL DEVELOPMENT PLAN**

- 4.1 The municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.
- 4.2 The Intermunicipal Development Plan will be reviewed a minimum of every five years, at the request of one or both of the municipalities, or in conjunction with the review of the Intermunicipal Collaborative Framework.

## **5. FRAMEWORK FOR MUNICIPAL SERVICES**

Both municipalities have reviewed the services offered to ratepayers. Each municipality will continue to provide the following services to their residents and ratepayers independently using internal forces or contracted services:

### **5.1 Camrose County**

#### **5.1.1 Municipal Administration**

- Financial Management
- Purchasing/Procurement Services
- HR Services
- Information Technology
- Assessment Services

#### **5.1.2 Transportation Services**

- Roadway and Right-of-Way Maintenance
- Bridge and Culvert Maintenance

#### **5.1.3 Water and Wastewater**

- Water supply is provided to some areas of the County through various agreements, water commissions, or County maintained wells.
- Water storage is provided in some areas of the County through various water commissions or County forces.
- Water distribution is provided to some areas of the County through various agreements, water commissions or by County forces.
- Wastewater collection is provided in some areas of the County.
- Wastewater treatment is provided in some areas of the County by agreement or by County forces.

#### **5.1.4 Solid Waste**

- Transfer Stations
- Recycling stations

#### **5.1.5 Emergency and Protective Services**

- Peace Officer Services
- Animal Control - provided by third party contractor as required
- Policing Services are provided by the RCMP
- Emergency Management

#### 5.1.6 Agricultural Services

- Crop Management
- Pest and Disease Control
- Seed Cleaning Plant
- Trees and Horticulture
- Weed Control
- Turf Management
- Extension (Educational Programs)

### 5.2 The Village of Bittern Lake

#### 5.2.1 Municipal Administration

- Financial Management
- Purchasing/Procurement Services
- HR Services
- Information Technology
- Assessment Services – provided by third party under contract

#### 5.2.2 Transportation Services

- Roadway and Right-of-Way Maintenance

#### 5.2.3 Water and Wastewater

- Treated Water is supplied by the City of Camrose under a water supply agreement
- Water Transmission, Storage and Re-Chlorination and Distribution.
- Wastewater Collection
- Wastewater Treatment

#### 5.2.4 Solid Waste

- A Transfer Station is provided for use by village residents.

#### 5.2.5 Emergency and Protective Services

- Bylaw Enforcement – provided under agreement by Camrose County as a contracted service
- Animal Control – provided by third party as required
- Police Services - provided by the RCMP
- Emergency Management

### 5.3 Shared Services

The Municipalities have a history of intermunicipal collaboration by providing shared services. The following shared services are provided directly or indirectly to their residents and ratepayers:

#### 5.3.1 Emergency and Protective Services

##### 5.3.1.1 Fire Service

Fire Services are provided on a regional, shared service basis, to the City of Camrose Fire District, which includes the Village of Bittern Lake, by the City of Camrose Fire Department, under an agreement between the City of Camrose and Camrose County.

- a. The City of Camrose is the lead municipality.
- b. The funding of the Fire Service is provided by shared municipal contributions and user fees as specified by the agreement.

#### 5.3.2 Solid Waste and Recycling Services

##### Camrose Regional Solid Waste Authority

The County, Village, and the City of Camrose have an agreement in place for the provision of Municipal Waste Disposal. The Camrose Regional Solid Waste Agreement is a joint Agreement between the City, County and the Village of Bittern Lake. The municipalities are partners within a Regional Solid Waste Authority that is responsible for the joint construction, ownership, maintenance and use of a Regional Solid Waste Landfill Site.

- a. The City of Camrose is the lead municipality
- b. The service is funded from tipping fees which are reviewed annually by the authority.

#### 5.3.3 Community Services

##### Family and Community Support Services

The County and the Village of Bittern Lake are partners in an agreement for the provision of Camrose and District Support Services (CDSS), one of several hundred programs facilitated by the province under Family and Community Support Services (FCSS) which operates under the Ministry of Community and Social Services as mandated by the Family and Community Support Services Act and Regulations. CDSS operates under an agreement between the Province of Alberta,

Camrose County, the City of Camrose, the Villages of Bawlf, Bittern Lake, Edberg, Ferintosh, Hay Lakes and Rosalind.

- a. The County is the lead municipality.
- b. Funding is regulated by the province, with the province and participating municipalities contributing funding based on a formula established in the agreement. The managing partner requisitions funding from the participating municipalities based on the funding formula.

#### 5.3.4 Recreation Services

Many recreational facilities and opportunities are provided within both the municipalities, including Campgrounds, Parks, Environmental Reserves, Playgrounds, Sports Fields, Arenas, Curling Rinks, Golf Courses and Community Centres. All of these facilities are available and used by residents and ratepayers of the County and the Village on an equal access basis.

- a. In general, the County is the lead municipality for facilities located within the County and the Village is the lead municipality for facilities within the Village; however, in some cases the lead is taken by organizations such as an Agricultural Society or Recreation Society rather than the municipality.
- b. Funding of these facilities is provided by a combination of:
  - user fees;
  - municipal contributions established by agreement;
  - municipal contributions based on requests from organizations;
  - fundraising by organizations; and
  - grants.

5.4 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.

5.5 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.



## **6. FUTURE PROJECTS, SHARED SERVICES AND AGREEMENTS**

- 6.1 In the event that either municipality initiates the development of a new project or service that may require a new cost-sharing agreement, the initiating municipality will provide notice to the other municipality in writing.
- 6.2 The initial notification will include a general description of the project, estimated costs and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- 6.3 The Intermunicipal Committee will meet to discuss the project within 30 days, if requested by either municipality, and may schedule subsequent meetings as needed.
- 6.4 The following criteria will be used when assessing the desirability of funding of new projects or services:
  - 6.4.1 the relationship of the proposed project or service to the Intermunicipal Development Plan and to any other municipal planning document prepared and adopted by either municipality;
  - 6.4.2 the level of community support;
  - 6.4.3 the nature of the project or service;
  - 6.4.4 the demonstrated effort by volunteers to support, raise funds or obtain grants for the project or service;
  - 6.4.5 the projected ongoing operating costs related to the project or service;
  - 6.4.6 the municipal debt limit of either municipality; and
  - 6.4.7 the projected use and benefit of the project or service to the residents and ratepayers of both municipalities.
- 6.5 Where the initiating municipality is considering the development of a new capital project which will require a capital contribution and an on-going operational cost contribution from the other municipality, the capital contribution to the project will be negotiated independently of the negotiation for any new or updated cost sharing agreement between the municipalities for the on-going operational costs related to the project.
- 6.6 The Intermunicipal Committee will review, and negotiate, the terms related to the project or new shared service, including the cost sharing arrangement of the project or service. The Intermunicipal Committee will provide a recommendation for approval to the councils of the partner municipalities.

6.7 In the event that the Intermunicipal Committee or municipal councils are unable to reach an agreement, within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this bylaw. If urgency is needed, the initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.

## **7. IMPLEMENTATION PLAN**

7.1 Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:

7.1.1 the start date that the change will take effect;

7.1.2 a plan to phase out the existing service delivery and to initiate the new service delivery methods;

7.1.3 a plan for the phasing in or out of cost sharing, or other arrangements;

7.1.4 a review date to evaluate the efficiency of the shared service delivery and funding strategy.

## **8. DISPUTE RESOLUTION**

8.1 If any dispute arises between the parties regarding the interpretation, implementation or application of any agreement identified in this Framework, including the Intermunicipal Development Plan, or any alleged contravention of this Framework or IDP, the dispute will be resolved through the process and provisions outlined in the “Model Default Dispute Resolution Provisions” Schedule of the Intermunicipal Collaboration Framework Regulation AR 191/2017 and the *Municipal Government Act*, as amended from time to time.

8.2 The dispute resolution process will include negotiation, mediation, and arbitration as progressive steps available to the parties in their efforts to resolve a dispute. If a dispute proceeds to arbitration, the arbitrator’s order will be considered final and binding upon the parties, subject to a judicial review on a question of jurisdiction only.

8.3 The municipalities are committed to resolving any disputes in a timely, non-adversarial, and cost-effective manner.

8.4 If the municipalities become involved in a dispute resolution process, they each shall continue to perform their obligations described in this Framework until the dispute resolution process is complete, and subsequently, will comply with the agreed resolution or arbitration order.

8.5 Upon the issuance of an arbitrator's order, or upon a negotiated or mediated agreement, both municipalities will promptly update their respective intermunicipal collaboration framework and/or intermunicipal development plan to reflect any necessary changes, including an implementation plan.

## **9. CORRESPONDENCE**

9.1 Notices related to this bylaw or any related agreement may be sent in written or electronic form and shall be addressed as follows:

9.1.1 Notices to Camrose County:

**Camrose County  
c/o Chief Administrative Officer  
3755 - 43 Avenue  
Camrose, Alberta T4V 3S8  
county@camrose.county.ab.ca**

9.1.2 Notices to the Village of Bittern Lake:

**Village of Bittern Lake  
c/o Chief Administrative Officer  
P.O. Box 5, 300 Railway Avenue  
Bittern Lake, Alberta T0C 0L0  
cao@villageofbitternlake.ca**

9.1.3 Where the municipal address or primary contact email listed in 9.1.1 or 9.1.2 has changed, the notice shall be provided to the current municipal address, or primary contact email of the respective municipality.