

IN THE MATTER OF an Intermunicipal Collaboration Framework proceeding pursuant to Part  
17.2 of the *Municipal Government Act*, RSA 2000, c M-26:

BETWEEN:

**WOODLANDS COUNTY**

– and –

**TOWN OF WHITECOURT**

**WITNESS STATEMENT OF GORDON FRANK  
ON BEHALF OF WOODLANDS COUNTY RE: GENERAL EVIDENCE  
JULY 31, 2021**

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1. My name is Gordon Frank. I am the Chief Administrative Officer (“**CAO**”) of Woodlands County (the “**County**”). My professional experience and employment history are set out in **TAB 1**.
2. I have reviewed the statement signed by Peter Smyl, CAO of the Town of Whitecourt (the “**Town**”) with respect to “general evidence” (the “**Town General Evidence**”) and make this statement in response to that and to address items raised in other statements, where and as noted below.
3. I limit this response on behalf of the County to matters of fact and records, not opinion or argument, which is not intended to convey any agreement with, or acquiescence to, opinions and/or arguments within the Town General Evidence, or set out in any other witness statements submitted on behalf of the Town in this arbitration.

#### **Police Funding Model**

4. Appended collectively at **TAB 2** are:
  - a. a letter dated March 19, 2021 addressed to my attention from Bill Sweeney, Senior Assistant Deputy Minister, Director of Law Enforcement; and
  - b. the enclosed invoice referenced in Mr. Sweeney’s letter.

#### **Provincial Land Use Policy**

5. With reference to Mr. Smyl’s opinions in paragraph 4 of the Town General Evidence, appended at **TAB 3** is an excerpt from the Provincial Land Use policy.

#### **Geothermal Project and Nuclear Energy**

6. With reference to the opinions of Mr. Smyl set out in paragraph 5 of the Town General Evidence respecting the Town’s interest in a “Geothermal Project Opportunity”, I am aware and believe that County Council accepted notice of same for information only.
7. Appended at **TAB 4** are minutes from 2007 County Council and Joint Nuclear Power Interim Committee meetings related to the “Nuclear Energy” initiative referenced in paragraph 5. No joint nuclear energy initiative was undertaken by the Town and County.

## **Town Sustainability**

8. With reference to Mr. Smyl's statement about the Town's sustainability in paragraph 7, appended at **TAB 5** is a copy of the Town's audited Financial Statements for the year ended December 31, 2020.

## **County 2021 Estimate for Cost Sharing with Town**

9. The Town General Evidence makes an inaccurate statement in paragraph 45 where it states that the County budgeted approximately \$2.8 million in its tax rate for cost sharing with Whitecourt. In fact, the approximately \$2.8 million includes all cost sharing across various municipalities, as well as the cost of this ICF arbitration.

## **ICF Agreements**

10. The County has successfully resolved and entered into Intermunicipal Collaboration Framework agreements with seven (7) municipalities other than the Town and is not in arbitration proceedings with any other municipality with which it has relations. The seven municipalities are:
  - a. Barrhead County;
  - b. Big Lakes County;
  - c. Municipal District of Greenview;
  - d. Lac Ste Anne County;
  - e. Westlock County;
  - f. Municipal District of Lesser Slave Lake; and
  - g. Yellowhead County.

## **Devolution of County and Town Relations**

11. The Town and County's relationship did not end in 2017, when the sequence of events set out in the Town General Evidence seems to stop.
12. The fact is, the relationship broke down. There has been provincial engagement and an interim award in this ICF Arbitration proceeding to ensure the water is "left on" during this legislated process.


13. The breakdown in Town and County relations was not remedied through costly formal mediation, in which the parties participated commencing in 2019.
14. The County refers to, and relies upon, the evidence referenced in this regard in my original General Evidence statement submitted June 30, 2021 and that set out below in response to the whole of the timeline set out in the Town General Evidence.
15. Appended as marked below are correspondence involving the Town Mayor Maryann Chichak in her efforts to seek provincial assistance in advancing Town objectives regarding regionalization:
  - a. **TAB 6:** May 26, 2020 letter from then Minister of Municipal Affairs Kaycee Madu, Q.C. to Town Mayor Maryann Chichak.
  - b. **TAB 7:** June 2, 2020 letter from the Town Mayor Maryann Chichak, to Premier Kenney.
  - c. **TAB 8:** June 9, 2020 letter from Premier of Alberta, Jason Kenney, to Town Mayor Maryann Chichak.
16. Appended collectively at **TAB 9** are:
  - a. July 17, 2019 Whitecourt Star article posted on the newspaper's website; and
  - b. August 6, 2019 "Did you know" campaign release about the parties' water and wastewater agreement.
17. Appended collectively at **TAB 10** is a copy of a November 26, 2020 letter from then Minister of Municipal Affairs Tracy Allard addressed to the Town and the County.
18. I solemnly declare the information set out above to be true and accurate, to the best of my knowledge, and intended to be used in the CF Arbitration proceedings noted at the top of page 1 of this statement. By signing this statement, I acknowledge and understand it to have the same force and effect as if made under oath.

Witnessed July 31, 2021 by:

Signed July 31, 2021 by:

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Sharon Roberts

  
Gordon Frank (Jul 31, 2021 16:09 MDT)

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Gordon Frank

**RECORDS**

<b>TAB</b>	<b>RECORD</b>
1.	Curriculum Vitae
2.	March 19, 2021 letter from Bill Sweeney
3.	Provincial land use policy excerpt
4.	2007 minutes re: nuclear power
5.	Town of Whitecourt Consolidated Statement of Operations for the year ended December 31, 2020
6.	May 26, 2020 letter from Minister of Municipal Affairs Kaycee Madu
7.	June 2, 2020 letter from Mayor Chichak to Premier Kenney
8.	June 9, 2020 letter from Premier Kenney to Mayor Chichak
9.	July 17, 2019 Whitecourt Star article re: "Did you know" campaign August 6, 2019 "Did you know" re: water and wastewater agreement
10.	November 26, 2020 letter from Minister of Municipal Affairs Tracy Allard






# County Reply - General (Frank)

Final Audit Report

2021-07-31

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