

BYLAW NO. 03-20

A Bylaw of the Village of Edgerton, in the Province of Alberta regarding the creation of and agreement to an Intermunicipal Collaboration Framework (ICF) with the Municipal District of Wainwright No. 61.

WHEREAS: The Village of Edgerton and the Municipal District of Wainwright No. 61 (or “the Municipalities”) share a common border; and,

WHEREAS: The Municipalities share common interests and history; and,

WHEREAS: The Municipalities have a responsibility to their taxpayers and, as such, aim to adhere to the mutually agreed upon principles of the ICF which include quality of life, authenticity, responsibility, sustainable growth, value for money, resiliency/flexibility, and independence/autonomy; and,

WHEREAS: Pursuant to the provisions of the Municipal Government Act, R.S.A. 2000, Chapter M-26, as amended, Council must establish an ICF with any municipality with which the Village of Edgerton shares a common border;

NOW THEREFORE: the Council of the Village of Edgerton, in the Province of Alberta, duly assembled, does hereby enact:

PART 1 – TITLE AND DEFINITIONS

1.1 This bylaw shall be known as the “Intermunicipal Collaboration Framework with the Municipal District of Wainwright No. 61.”

1.2 Wherever the singular or masculine is used throughout this bylaw, the same shall be construed to mean the plural or feminine respectively where applicable.

1.3 Definitions for the purposes of this bylaw include:

- (1) “Act” means the Municipal Government Act, R.S.A. 2000, Chapter M-26 as amended;
- (2) “M.D.” means the Municipal District of Wainwright No. 61, a municipal corporation in the Province of Alberta, and the corporate boundaries, and all-encompassing Municipal District of Wainwright No. 61;
- (3) “Village” means the Village of Edgerton, a municipal corporation in the Province of Alberta and the corporate boundaries;
- (4) “Municipalities” means both the Village of Edgerton and the Municipal District of Wainwright No. 61;
- (5) “Meeting” means an organizational, regular, special meeting of Council, or defined by the Act;
- (6) “Organizational Meeting” means a meeting of Council held in accordance with the Act;
- (7) “Person” means an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative;
- (8) “Intermunicipal Collaboration Committee” (or “ICC”) means the group of elected officials and administrative personnel from both Municipalities given the authority to set direction during the ICF process leading up to its ratification in bylaw and for the ongoing review of the terms and conditions of the ICF in the future;

- (9) “Minister” means the Minister determined under section 16 of the Government Organization Act as the Minister responsible for this Act.
- (10) “Service” means a benefit provided by the governing municipal body to members of the respective municipality in exchange for a rate or payment.
- (11) “Written notice” means that notice must:
- Be stated in writing;
 - Be signed and dated by the Chief Administrative Officer, or a representative thereof;
 - State the subject of dispute or issue; and
 - Be provided to any and all relevant parties.

PART 2 - TERM AND REVIEW

- 2.1 In accordance with the Municipal Government Act, this ICF is a permanent agreement and shall come into force upon the final passing of the matching bylaws by the M.D. and the Village.
- 2.2 The ICF may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 2.3 It is agreed by the Municipalities that the ICC shall meet at least once every five years to review the terms and conditions of the ICF.

PART 3 – INTERMUNICIPAL COLLABORATION COMMITTEE

- 3.1 The Municipalities agree to extend the Terms of Reference for the ICC to position it for the ongoing review of the ICF;
- 3.2 The ICC is defined by and will convene according to the stipulations of its Terms of Reference.

PART 4 – MUNICIPAL AND INTERMUNICIPAL SERVICES

- 4.1 The Municipalities agree that each municipality will independently, through a third-party service provider, and/or in a collaborative intermunicipal fashion provide the following service categories for their respective residents as per the associated Municipal Service Inventories:
- Transportation,
 - Water and Waste Water,
 - Solid Waste,
 - Emergency Services,
 - Recreation, and
 - Other Services.
- 4.2 The Municipalities agree that intermunicipal services will be delivered in the spirit of the mutually agreed upon principles of the ICF and according to the associated Intermunicipal Service Agreements, including the timelines stipulated therein.
- 4.3 The Municipalities have a history of working together with the other municipalities within the M.D.’s boundaries, i.e., the Village of Irma, the Village of Chauvin, and the Town of Wainwright, to provide municipal services to residents of the region and, as such, the Intermunicipal Service Agreement may include multilateral service delivery that includes one or more of the other regional municipalities.
- 4.4 The Municipalities have adopted an Intermunicipal Development Plan - autonomous from but reviewed as part of this agreement – as

stipulated by Division 4 s. 631(1) of the Act.

PART 5 – FUTURE PROJECTS & AGREEMENTS

- 5.1 In the event either municipality initiates the development of a new project and/or service that may require or benefit from collaboration, the initiating municipality's CAO will notify the other municipality's CAO to open discussions.
- 5.2 Once either municipality has received written notice of a new project and/or service, an ICC meeting must be held within thirty (30) calendar days of the date written notice was received, unless both CAOs agree otherwise.

PART 6 – INDEMNITY & SEVERABILITY

- 6.1 The ICF shall remain valid if any portion of the bylaw is found by the Court of Queen's Bench to be invalid, unless that portion of the bylaw is determined by the Court to be vital to the bylaw.
- 6.2 The M.D. shall indemnify and hold harmless the Village, its employees, or agents from any and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act of omission of the M.D., its employees, or agents in the performance of the ICF.
- 6.3 The Village shall indemnify and hold harmless the M.D., its employees, or agents from any and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act of omission of the Village, its employees, or agents in the performance of the ICF.

PART 7 – DISPUTE RESOLUTION

- 7.1 The Municipalities acknowledge the value of open and transparent negotiation as the preferred means of dispute resolution relative the ICF and its associated agreements.
- 7.2 In the event the ICCs are unable to resolve an issue through open discussion, the Municipalities will enter into an escalating dispute resolution process described below:

(1) Notice of Dispute

- (i) When a party (i.e., Municipality) believes there is a dispute under the ICF and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

(2) Negotiation

- (i) Within fourteen (14) days after notice is given, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

(3) Mediation

- (i) If the dispute cannot be resolved through negotiations, the Municipalities must appoint a mediator to attempt to resolve the dispute by mediation.
- (ii) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.

(iii) The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.

(iv) The 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.

(v) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

(4) Report

(i) If the dispute has not been resolved within six (6) months after the notice is given, the initiating party must, within twenty-one (21) days, prepare and provide to the other parties a report.

(ii) The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.

(iii) The initiating party may prepare a report before the six (6) months have elapsed if:

(a) the parties agree, or

(b) the parties are not able to appoint a mediator.

(5) Appointment of Arbitrator

(i) Within fourteen (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.

(ii) 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.

(iii) In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

(6) Arbitration Process

(i) Where the arbitration is used to resolve a dispute, the arbitration and the arbitrator's powers, duties, functions, practices, and procedures shall be the same as those shown in Division 2 of Part 17.2 of the Act and Part 1 of the *Intermunicipal Collaboration Framework Regulation*.

(ii) The arbitrator may do the following:

(a) require an amendment to the ICF;

(b) require a party to cease any activity that is inconsistent with the framework;

(c) provide for how a party'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 the costs.

(7) Deadline for Resolving Dispute

(i) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given

(ii) 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 the Minister considers appropriate.

(8) Arbitrator's Order

(i) 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.

(ii) 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 s708.41 of the Act.

(iii) The arbitrator must provide a copy of the order to each party.

(iv) If an order of the arbitrator under s708.41 is silent as to costs, a party may apply to the arbitrator within thirty (30) days of receiving the order for a separate order respecting cost.

(9) Costs of Arbitrator

(i) 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 ICF.

(ii) 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 of all the municipalities' equalized assessments as set out in the most recent equalized assessment.

PART 8 – IMPLEMENTATION

8.1 This bylaw shall repeal any and all bylaws prior in regards to intermunicipal service delivery between the Municipalities thereto upon this bylaw coming into force.

8.2 This bylaw shall come into full force and effect upon passing of the third reading.

Read a first time this

day of

, A.D., 2020.

Mayor

Municipal Administrator

Read a second time this

day of

, A.D., 2020.

Mayor

Municipal Administrator

Read a third time and finally passed this

day of

, A.D., 2020.

Mayor

Municipal Administrator