

## **BYLAW NUMBER 2020/18**

BYLAW NO. 2020/18 is a bylaw of the County of Wetaskiwin No. 10, in the Province of Alberta, for the purpose of adopting the Intermunicipal Collaboration Framework ("ICF") between the County of Wetaskiwin No.10, the Summer Village of Grandview, the Summer Village of Norris Beach, the Summer Village of Crystal Springs, and the Summer Village of Poplar Bay (the "Municipalities") all in the Province of Alberta.

WHEREAS The County of Wetaskiwin No.10, the Summer Village of Grandview, the Summer Village of Norris Beach, the Summer Village of Crystal Springs, and the Summer Village of Poplar Bay have common boundaries; and,

AND WHEREAS The Municipalities share an interest to provide services in an efficient and collaborative manner, and,

AND WHEREAS Pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, a municipality must establish an ICF with other municipalities which share common boundaries;

NOW THEREFORE, the Municipal Council of the County of Wetaskiwin No. 10, duly assembled, hereby enacts as follows:

### **PART 1 – TITLE AND DEFINITIONS**

- 1.1 This bylaw shall be known as the "South Pigeon Lake Intermunicipal Collaboration Framework."
- 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) "Terms of Reference" means the terms of reference agreed to by the Municipalities to provide and review the ICF by the ICC;
  - (3) "Intermunicipal Collaboration Committee" ("ICC") means the group of elected officials and administrative personnel from the Municipalities given the authority to discuss and explore collaborative opportunities, and to provide the ongoing review of the terms and conditions of the ICF;
  - (4) "Intermunicipal Services Inventory" means the list of Services provided and received between Parties and is shown in Appendix A to this bylaw and which will be updated from time to time;
  - (5) "Minister" means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act;
  - (6) "Party" means any of the Municipalities and "Parties" means all of them;

- (7) "Service" means a service provided by one municipality to another under the terms of an agreement for the provision of such services.

## **PART 2– INTERMUNICIPAL COLLABORATION COMMITTEE**

- 2.1 The Municipalities have established an ICC to provide for the ongoing review of the ICF and the exploration of additional collaborative opportunities;
- 2.2 The ICC is defined by and will convene according to the stipulations of its Terms of Reference as amended from time to time.

## **PART 3 - TERM AND REVIEW**

- 3.1 In accordance with the *Municipal Government Act*, this ICF shall come into force upon the final passing of the matching bylaws by the Municipalities.
- 3.2 The ICF may be amended by the mutual consent of all Parties or, when permitted by the Act, to be terminated by consent of a majority of the Municipalities
- 3.3 The ICC shall meet at the request of a Party to this ICF and at least once every five years to review the terms and conditions of the ICF and to examine other potential collaboration opportunities.

## **PART 4 –INTERMUNICIPAL SERVICE**

- 4.1 The Municipalities are collaboratively providing Services as shown in Appendix A. The Municipalities agree that, where feasible, additional opportunities for collaborative service provisions will be examined.
- 4.2 Any Intermunicipal Service Agreements associated with the ICF may include bilateral and/or multilateral Service delivery that includes two or more of the Municipalities.

## **PART 5 – FUTURE PROJECTS & AGREEMENTS**

- 5.1 In the event a Municipality initiates the development of a new project and/or service that may require or benefit from collaboration, the initiating Municipality's Chief Administrative Officer ("CAO") will by written notice notify the other Municipalities' CAO(s) to open discussions on collaboration opportunities for service provision.
- 5.2 Once written notice has been issued, an ICC meeting must be held within thirty (30) calendar days of the date written notice was received, unless the impacted 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 Each Party to this bylaw shall indemnify and hold harmless the other Parties, their employees, or agents from any and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of the indemnifying Party, its employee, or agents in the performance of the ICF.

## **PART 7 – DISPUTE RESOLUTION**

- 7.1 The Municipalities acknowledge the value of reasonableness, understanding and compromise as the ideal means of dispute resolution.
- 7.2 Unless existing or future agreements for collaborative service provision provide a specific method for dispute resolution, the following provisions shall apply in the event the Parties are unable to resolve an issue:
- (1) Notice of Dispute
    - (i) When a Party believes there is a dispute under the ICF and wishes to engage in dispute resolution, that Party must give written notice of the matters under dispute to the other Parties.
  - (2) Negotiation
    - (i) Within thirty (30) 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 majority of the Parties agree otherwise, the cost of the mediator shall be shared equally between the involved 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 ("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 the 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 thirty (30) days of the Report being provided, the Parties must appoint an arbitrator and the initiating Party must provide the arbitrator with a copy of the Report.
- (ii) If the Parties 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 the *Arbitration Act* except as provided by the MGA.

(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 is unable to complete his/her duties within the time described, a request may be made to the Minister for a time extension for the replacement of the arbitrator on such terms and conditions the Minister considers appropriate.

**PART 8 – IMPLEMENTATION**

8.1 This bylaw shall come into full force and effect upon passing of the third reading and the corresponding passing of matching bylaws by the other Municipalities.

READ: A First time this 10<sup>th</sup> day of March, A.D., 2020.

READ: A Second time this 10<sup>th</sup> day of March, A.D., 2020.

READ: A Third time and finally passed this 10<sup>th</sup> day of March, A.D., 2020.

Original Signed  
Reeve

Original Signed  
Chief Administrative Officer

Appendix A

01-Apr-20

South Pigeon Lake Intermunicipal Collaboration Framework  
Intermunicipal Services Inventory

Category	Service	Provided by	Provided to	Delivery of service	Funding
Transportation	Snow Removal	Golden Days	Summer Villages of Grandview, and Poplar Bay	As Requested	Contract
	Sanding	Golden Days	Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	As Requested	Contract
	Road Maintenance	Grandview, Poplar, Crystal, Norris	Wetaskiwin	Cost sharing of road maintenance costs	IDP
Solid Waste	Solid Waste Management	3rd Party	Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Routine collection of waste and large item pickup	3rd party collaborative contract
Wastewater	Regional wastewater collection	Regional Wastewater Commission	County of Wetaskiwin, Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Collection and disposal of wastewater	Contract with Regional Commission; operated by Wetaskiwin under contract
	municipal wastewater collection	collaboration	County of Wetaskiwin, Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Intermunicipal collection of wastewater	Pipeline sharing and Temporary Use Agreements (work in progress)
Emergency Services	Regional Emergency Management	Pigeon Lake Regional Emergency Management Agency	10 Pigeon Lake Summer Villages collaboration	Regional Emergency Management Plan	Cost Sharing agreement
	Mutual Aid Agreement	Wetaskiwin	Pigeon Lake Regional Emergency Management Agency	Mutal Aid (during emergency)	Contract
	Fire Services	Wetaskiwin	County of Wetaskiwin, Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Fire Services	Contract
	Enhanced Policing	RCMP	Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Enhanced Police Service	Collaboration with south Pigeon Lake Summer Villages (MaMeO contract)
	Ice and Water rescue	Wetaskiwin	County of Wetaskiwin, Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Emergency Service	Letter of Intent
Other	Bylaw Enforcement	3rd party	Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Bylaw Enforcement	separately funded under collaborative agreement
	Pigeon Lake watershed management plan 2018	Leduc County, County of Wetaskiwin, Summer Villages of Argentia Beach, Crystal Springs, Grandview, Golden Days, Itaska Beach, Ma-Me-O Beach, Norris Beach, Poplar Bay, Silver Beach, and Sundance Beach	Leduc County, County of Wetaskiwin, Summer Villages of Argentia Beach, Crystal Springs, Grandview, Golden Days, Itaska Beach, Ma-Me-O Beach, Norris Beach, Poplar Bay, Silver Beach, and Sundance Beach	No service Provided	No funding in place
	Pigeon Lake watershed management plan 2000	Leduc County, County of Wetaskiwin, Summer Villages of Argentia Beach, Crystal Springs, Grandview, Golden Days, Itaska Beach, Ma-Me-O Beach, Norris Beach, Poplar Bay, Silver Beach, and Sundance Beach	Leduc County, County of Wetaskiwin, Summer Villages of Argentia Beach, Crystal Springs, Grandview, Golden Days, Itaska Beach, Ma-Me-O Beach, Norris Beach, Poplar Bay, Silver Beach, and Sundance Beach	No service Provided	No funding in place
	Administration	collaboration with 7 Summer Villages	Summer Villages of Crystal Springs, Grandview, Norris Beach, and Poplar Bay	Shared Administration and Facilities	Joint Services Agreement