

BYLAW NUMBER 2020/22

BYLAW NO. 2020/22 is a bylaw of the County of Wetaskiwin No. 10, in the Province of Alberta, for the purpose of adopting the Town of Millet/County of Wetaskiwin No. 10 Intermunicipal Collaboration Framework.

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 Town of Millet and County of Wetaskiwin No. 10 share a common border;

AND WHEREAS the Town of Millet and County of Wetaskiwin No. 10 share common interest and are desirous of working together to provide services to their residents;

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

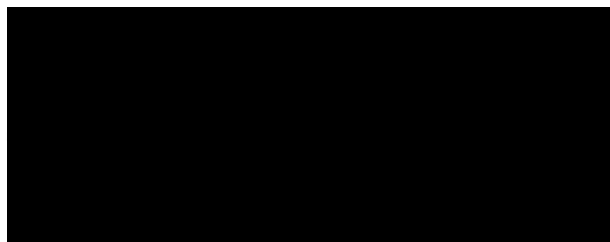
- That the Town of Millet/County of Wetaskiwin No. 10 Intermunicipal Collaboration Framework, as attached and forming part of this Bylaw, be adopted.

This Bylaw shall become effective on the date of third and final reading.

READ: A First time this 9th day of April, A.D., 2020

READ: A Second time this 9th day of April, A.D., 2020

READ: A Third time and finally passed this 9th day of April, A.D., 2020





Intermunicipal Collaboration Framework

Between

County of Wetaskiwin No. 10

and

Town of Millet

WHEREAS, Town of Millet and the County of Wetaskiwin No. 10 share a common border; and

WHEREAS, Town of Millet and the County of Wetaskiwin No. 10 share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an intermunicipal collaboration framework with each other that identifies 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.

NOW THEREFORE, by mutual covenant of the Municipalities hereto it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a. "Town" means the Town of Millet.
 - b. "County" means the County of Wetaskiwin No. 10.
 - c. "lead municipality" means the municipality responsible for administering the agreement.
 - d. "recreation services" means, but not limited to, the Millet Agriplex, ball diamonds and soccer fields.

B. TERM AND REVIEW OF AGREEMENT

- 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.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Intermunicipal Committee shall meet at least once every four years to review this agreement, commencing no later than 2024 to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The Town and County agree to create and develop terms of reference for a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).

- 2) The Committee will meet on an as required basis and will develop recommendations to the Town and County Councils on all matters of strategic direction and cooperation affecting residents, except matters where other current operating structures and mechanisms are operating successfully.
- 3) In the event either Municipality identifies a need for the Committee to meet a written request for a Committee Meeting will be submitted by the Chief Administrative Office to the other Municipality's Chief Administrative Officer. The Committee will endeavour to meet at the earliest possible time, but no later than 60 days of receipt of the written request.

D. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(1) that residents of the Region will be afforded the same services at the same costs as the County residents for services provided under agreement by the Town and the Town residents for services provided by the County.
- 2) Clause D(1) only applies to services for which there is a specific agreement as outlined in Clause E(1) and does not apply to services such as cemetery where there is no formal agreement.

E. MUNICIPAL SERVICES

- 1) The Town and County have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly, or indirectly, to their ratepayers:
 - a. Solid Waste:
 - i. The Town and the County are both members of the West Dried Meat Lake Regional Solid Waste Authority, along with additional regional partner municipalities as per the Amending Agreement dated the 1st day of May 1998 as amended. The lead municipality is Camrose County. The operational costs of the landfill are shared between the member municipalities based on the volume of waste delivered to the landfill by each municipality.
 - ii. The Town and the County have entered into a Usage of East Millet Solid Waste Transfer Station agreement dated the 25th day of January 2016, as amended. The lead municipality is the County. Cost sharing is done on a flat-rate basis.

- b. Emergency Services:
 - i. The Town and the County, with additional rural partners, have agreements in place to aid in the event of emergencies:
 - 1. Fire Protection agreement with Leduc County and East West Millet Rural Fire Department Society dated the 1st day of January 2003, with additional amendments as agreed to by all Municipalities. As a mutual aid agreement there is no one lead municipality. Cost sharing is done on a location basis with the municipality responsible for the emergency paying the costs.
 - ii. The Town and County and City of Wetaskiwin have an emergency Management Mutual Aid Agreement effective August 15, 2003. As a mutual aid agreement there is no lead municipality and cost sharing is in accordance with the agreement. The Town and County have agreed to work together with the City of Wetaskiwin to update the Mutual Aid Agreement.
 - c. Recreation and Culture:
 - i. The Town and the County, jointly with several urban municipalities are members of regional library systems to provide Library services. The Town and the County are part of the Yellowhead Regional Library System.
 - ii. The local Library Board operates independently and receives an annual grant from both the County and the Town. The Town owns the building in which the Library is housed. As an independent board there is no lead municipality.
 - iii. The Town and the County have a Recreation agreement for the operation of the Agriplex which expires on December 31, 2020.
 - iv. The Town and County have agreed to work together to provide recreational services in the Millet region and have agreed to develop a new recreation cost sharing agreement by October 31, 2020.
 - d. Economic Development services are provided by a third party Municipality provider, the Joint Economic Development Initiative (JEDI) which was incorporated on the 8th day of the May 2003, with additional amendments as agreed to by all Municipalities. The County is the lead municipality. Cost sharing is completed on a per-capita basis.
 - e. The Town and the County entered into an Intermunicipal Development Plan in 2017, in accordance with the Municipal Government Act. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework.
- 2) 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.

- 3) 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.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other Municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Committee.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - i) Relationship of the proposed capital project to Intermunicipal Development Plan, the Regional Recreation Master Plan, or any other regional long term planning document prepared by the municipalities
 - ii) The level of community support;
 - iii) The nature of the project;
 - iv) The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - v) The projected operating costs for new capital projects;
 - vi) Municipal debt limit;
 - vii) Projected utilization by both Town and County residents.
- 4) Once either Municipality has received written notice of new project, a Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Committee will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 2) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 3) The Municipalities commit to resolving any disputes under the Intermunicipal Collaboration Framework in a non-adversarial, informal and cost-efficient manner.
- 4) The Municipalities agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 5) When a Municipality believes there is a dispute under the Intermunicipal Collaboration Framework and wishes to engage in dispute resolution, the Municipality must give written notice of the matters under dispute to the other Municipality.
- 6) Within thirty (30) days after notice is given under Section 5, the Chief Administrative Officers of the Municipalities will meet and attempt to negotiate a resolution to the dispute.
- 7) If a dispute cannot be resolved to the satisfaction of the Municipalities within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.
- 8) If a dispute cannot be resolved to the satisfaction of the Municipalities within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both Municipalities.
- 9) If a dispute cannot be resolved to the satisfaction of the Municipalities within sixty (60) calendar days of the dispute being referred to the Councils of the Municipalities, the dispute will be referred to a mediator acceptable to both Municipalities, unless the Municipalities mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the Municipalities.

10) Mediation of a dispute shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Municipalities within three (3) months after the appointment of a mediator, and the Municipalities have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.

11) If a dispute is not resolved through the above noted process, the Municipalities shall refer the matter to an arbitrator acceptable to both Municipalities and the arbitration process described in Part 17.2 of the *Municipal Government Act* shall apply.

H. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of County of Wetaskiwin No. 10 to:

County of Wetaskiwin No. 10
c/o Chief Administrative Officer
Box 6960 Wetaskiwin, AB T9A 2G5

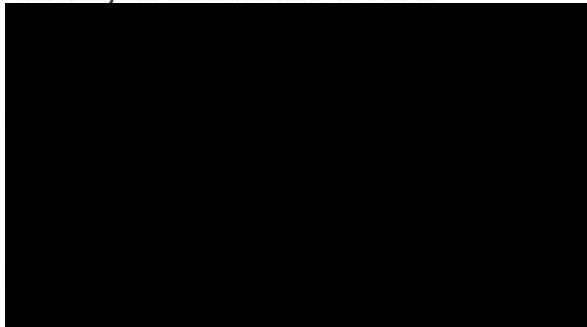
b. In the case of the Town of Millet to:

Town of Millet
c/o Chief Administrative Officer
Box 270, 5120-50 St. Millet, Alberta T0C 1Z0

2) In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

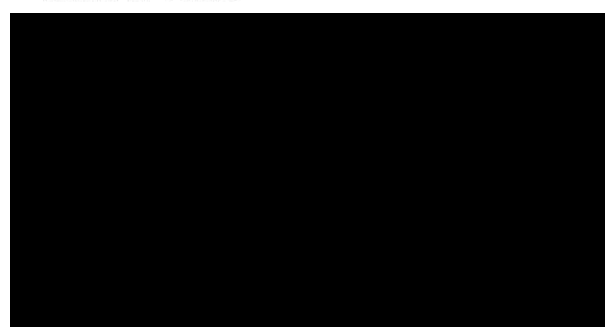
IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

County of Wetaskiwin No. 10



Bylaw Number 2020/22

Town of Millet



Bylaw Number 2020/10