VILLAGE OF HUGHENDEN
PROVINCE OF ALBERTA
BYLAW NO. 511-19

A BYLAW OF THE VILLAGE OF HUGHENDEN, IN THE PROVINCE OF ALBERTA,
BEING ENACTED FOR THE PURPOSE TO ESTABLISH AN INTERMUNICIPAL
COLLABORATION FRAMEWORK BYLAW. THIS BYLAW SHALL BE KNOWN AS THE
"INTERMUNICIPAL COLLABORATION FRAMEWORK BYLAW."

Bylaw 511-19 of the Village of Hughenden in the Province of Alberta, for the purpose of
establishing an intermunicipal collaboration framework with the Municipal District of Provost No. 52.

WHEREAS, pursuant to Section 708.28(1) of the Municipal Government Act, Revised Statutes
of Alberta 2000, Chapter M-26, as amended, provides that two or more Councils of municipalities that
have common boundaries must create an intermunicipal collaboration framework to:

a) to provide for the integrated and strategic planning, delivery and funding of municipal services,
b) to steward scarce resources efficiently in providing local services, and

c) to ensure municipalities contribute funding services that benefit their residents.

AND WHEREAS, the Council of the Village of Hughenden wishes to adopt an intermunicipal
collaboration framework with the Municipal District of Provost No. 52.

NOW THEREFORE, the Council of the Village of Hughenden, duly assembled, enacts the
following:

1. That the Intermunicipal Collaboration Framework between the Village of Hughenden and the
Municipal District of Provost No. 52, as attached and forming part of this bylaw, be hereby
adopted.

Read a first time this 19th day of December, A.D. 2019.

Read a second time this 19th day of December, A.D. 2019.

Read a third time this 19th day of December, A.D. 2019, and finally passed this 19th day of December,

[Signatures]

MAYOR

ADMINISTRATOR
INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN

THE MUNICIPAL DISTRICT OF PROVOST
No. 52

AND

THE VILLAGES OF AMISK, CZAR, AND HUGHENDEN

DECEMBER 2019
Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>DEFINITIONS</td>
<td>4</td>
</tr>
<tr>
<td>2.0</td>
<td>FRAMEWORK INTERPRETATION</td>
<td>5</td>
</tr>
<tr>
<td>3.0</td>
<td>TERM AND REVIEW</td>
<td>5</td>
</tr>
<tr>
<td>4.0</td>
<td>MUNICIPAL GOVERNMENT ACT REQUIREMENTS</td>
<td>5</td>
</tr>
<tr>
<td>5.0</td>
<td>GENERAL SERVICE PROVISION</td>
<td>6</td>
</tr>
<tr>
<td>6.0</td>
<td>INTERMUNICIPAL SERVICE PROVISION</td>
<td>6</td>
</tr>
<tr>
<td>7.0</td>
<td>FUTURE PROJECTS AND AGREEMENTS</td>
<td>8</td>
</tr>
<tr>
<td>8.0</td>
<td>INTERMUNICIPAL DISPUTE RESOLUTION COMMITTEE</td>
<td>8</td>
</tr>
<tr>
<td>9.0</td>
<td>BINDING DISPUTE RESOLUTION PROCESS</td>
<td>9</td>
</tr>
</tbody>
</table>
WHEREAS, the Villages of Amisk, Czar, and Hughenden share common borders with the Municipal District of Provost No. 52; and

WHEREAS, the Municipal District of Provost No. 52 and the Villages of Amisk, Czar, and Hughenden share common service delivery interests and are committed to the same advantageous and operable standard of service provision to their respective ratepayers in concert; and

WHEREAS, the Municipal Government Act R.S.A. 2000, c. M-26 (as amended) stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services if they are provided intermunicipally.

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

1.0 DEFINITIONS

In this Agreement:


"Capital Costs"  means new facilities, expansions to existing facilities and intensification of use of existing facilities.

"Councils"  mean the municipal councils of the Villages of Amisk, Czar, and Hughenden and the Municipal District of Provost.

"Framework"  means this Intermunicipal Collaboration Framework (ICF).

"M.D."  means the Municipal District of Provost No. 52.

"Municipalities"  refers to both the Villages of Amisk, Czar, and Hughenden and the Municipal District of Provost in conjunction.

"Services"  means those services that are provided either municipally or intermunicipally which includes:

i.  Transportation  
ii.  Water and Wastewater  
iii.  Solid Waste  
iv.  Emergency Services  
v.  Recreation  

"Village(s)"  means any of the Villages of Amisk, Czar, or Hughenden. If the term is plural, it is referring to all three villages unless otherwise specified in the body of text in question.
2.0 FRAMEWORK INTERPRETATION

1. All words in the Framework shall have the same meaning as defined in the Act. For words not defined under the Act, their meaning shall be as is understood in everyday language.

2. The word “shall” is interpreted as meaning an obligatory direction.

3. The word “may” is interpreted as meaning a choice exists with no preferred direction intended.

3.0 TERM AND REVIEW

1. In accordance with the Act, this is a permanent Framework that shall come into force on final passing of the bylaws by all Municipalities.

2. Being that the Framework is seen as a living document, it may be amended by mutual consent of all parties unless specified otherwise in this Framework.

3. It is agreed by the M.D. and the Villages that the Framework shall be subject to review every five years to review the terms and conditions of the agreement between all Municipalities. The Framework may be reviewed within a shorter period of time, if required and agreed upon by all participating Municipalities.

4. In accordance with the Act, if the Framework is found to no longer adequately and reasonably serve the interests of the Municipalities, the Framework shall not expire indefinitely but shall be replaced by an updated Framework agreed upon by both parties.

4.0 MUNICIPAL GOVERNMENT ACT REQUIREMENTS

In compliance with Section 708.29(1) of the Act, the following services are addressed within the Framework:

a. transportation,
b. water and wastewater,
c. solid waste,
d. emergency services,
e. recreation, and
f. any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.

As such, the M.D. and the Villages will enter into a Framework that outlines the levels of service provision regarding the aforementioned categories. Such levels shall include:

i. Intermunicipal service provision,
ii. Independent municipal service provision, or
iii. Services provided by a third-party.
Therefore, using such levels of services, the following Framework shall describe the current status of service provision between the Municipalities.

A binding dispute resolution process shall be included in Intermunicipal Collaboration Frameworks to ensure that a concrete process is available for the Municipalities to utilize in necessary circumstances. Such a process is outlined in Section 9.0 of the Framework.

5.0 GENERAL SERVICE PROVISION

The M.D. and the Villages have agreed that the best and most efficient way to provide services to their respective residents is to continue to provide certain services (i.e. transportation, water, and wastewater services) independently due to their population density, demand, and overall land mass of all Municipalities. However, the Municipalities wish to maintain the same level of intermunicipal service delivery in areas of solid waste, recreation, and emergency services, as per existing joint agreements shared by the Municipalities.

1. The M.D. and the Villages have agreed that each Municipality will provide the following services either intermunicipally or independently to their respective residents:

   a. The Municipal District of Provost No. 52:
      i. Transportation
      ii. Water and Wastewater
      iii. Solid Waste
      iv. Emergency Services
      v. Recreation

   b. The Villages of Amisk, Czar, and Hughenden:
      i. Transportation
      ii. Water and Wastewater
      iii. Solid Waste
      iv. Emergency Services
      v. Recreation

6.0 INTERMUNICIPAL SERVICE PROVISION

The following section outlines the level of service provision between the M.D. and the Villages:

1. Transportation:

   a. Transportation services are provided independently by the Municipalities.

   Custom Work:

   b. The M.D. has individual agreements as a contractor to the Villages for the provision of custom sanding work of streets and lanes on an as-needed basis.
2. Water and Wastewater:
   a. Water and wastewater services are provided independently by the Municipalities.

3. Solid Waste:
   a. The M.D. is the administrative authority of a Regional Solid Waste Authority comprised of members from the M.D., the Town of Provost and the Villages to manage a regional waste management facility that is provided intermunicipally under a joint agreement between the five Municipalities. The funding structure for solid waste services is outlined within the intermunicipal agreement that governs the service and administrative structure.

4. Emergency Services:
   Fire Services:
   a. The M.D. and the Villages entered in a joint Fire and Rescue Agreement in which the M.D. is the administrative authority. The funding structure, as indicated by the agreement, is defined as a per-capita basis on the part of the Villages, with the M.D. assuming the financial responsibility of the remaining budgetary amount and all capital expenditures.

5. Recreation:
   a. The M.D. and the Villages have a joint recreation agreement (known as the West Recreation Agreement) in which a committee comprised by elected officials of all involved parties (known as the Recreation Council) acts as the active party within the agreement. Further, the M.D. serves as the administrative authority and is funded on a per-capita basis for the Villages, with the M.D. providing the remaining budgetary amount. The funds accumulated by the Recreation Council is then disbursed on a grant-allocation basis to third party service providers within the respective Municipalities.

6. Other services:
   Mutual Aid:
   a. The M.D. and the Villages entered into an intermunicipal agreement for the provision of Mutual Aid in times of peacetime emergencies in 2010.
Seniors Housing:

b. The M.D., the Villages, and the Town of Provost have a joint agreement for the provision of senior citizen care and housing at the Hillcrest Lodge in the Town of Provost. The Municipalities entered into the amending joint agreement in 1994 and is funded on an amount determined by equalized assessment of all the participating Municipalities.

7.0 FUTURE PROJECTS AND AGREEMENTS

In their present circumstance, the M.D. or the Villages do not wish to alter existing service agreements nor create new service delivery agreements than those already in place for the foreseeable future. However, if a circumstance arises that one Municipality wishes to enter into an intermunicipal service agreement, the following procedure shall dictate the process:

1. In the event any of the Municipalities initiate the development of a new project and/or service that may require a cost-sharing agreement, the initiating Municipality’s Chief Administrative Officer shall notify the appropriate Municipality’s (hereinafter referred to as the “responding Municipality”) Chief Administrative Officers prior to the consideration of such a development and/or service being constructed or developed.

2. Once the responding Municipality has received written of a new project, an Intermunicipal Planning Committee meeting must be held within 30 calendar days of the date the written notice was received, unless the involved Chief Administrative Officers agree otherwise.

3. The Intermunicipal Planning Committee will be the forum used to address and develop future service delivery agreements. The M.D. and the Villages shall agree that time shall be of the essence throughout the Intermunicipal Dispute Resolution Committee meetings.

4. In the event the Intermunicipal Dispute Resolution Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 9.0 of the Framework.

8.0 INTERMUNICIPAL DISPUTE RESOLUTION COMMITTEE

In order to efficiently and effectively handle matters relating to dispute resolution, the parties to the Framework will establish a committee specifically created to deal with service provision disputes. This committee shall be known as the Intermunicipal Dispute Resolution Committee.

The Intermunicipal Dispute Resolution Committee is comprised of the following:

- C.A.O.’s of the M.D. and from each of the Villages
- One Council member from each of the Villages, less those Councillors who are also members of the SDAB
- Two Council members from the M.D., less those Councillors who are also members of the SDAB
Relative to the mandate of the Intermunicipal Dispute Resolution Committee, the following policies shall apply:

a. The Intermunicipal Dispute Resolution Committee shall make decisions and recommendations on a majority consensus basis.

b. The responsibility for providing administrative support to the Intermunicipal Dispute Resolution Committee shall be undertaken by M.D. administrative staff. Administrative support to be provided and procedures to be followed shall include:
   - The establishment of dates and locations for all meetings, production of agendas, distribution of pre-meeting information packages, and other matters as deemed necessary;
   - Keeping a record of the Committee meetings; and
   - Convening meetings as required by the Framework.

9.0 BINDING DISPUTE RESOLUTION PROCESS

Although there are no planned future developments or services that would warrant an intermunicipal cost-sharing agreement, the utility of having a binding dispute resolution process is essential to ensure governmental processes are not inhibited by a lack of consensus or proceed without consent from any of the Municipalities.

The Binding Dispute Resolution Process for the Framework shall be as follows:

1. The Intermunicipal Dispute Resolution Committee will meet and attempt to resolve the dispute.

2. In the event the Committee is unable to resolve the issue, the M.D. and the Villages shall seek the assistance of a mediator acceptable to all Municipalities. The costs of mediation shall be shared equally among the Municipalities.

3. In the event that mediation proves to be unsuccessful, was not undertaken, or the proposing Municipality proceeds with an approval that does not reflect the accepted mediation recommendations, the responding Municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Act, as per the Act.

If the responding Municipality initiates a dispute, they may withdraw their objections at any time throughout the process and shall provide written confirmation that the dispute is withdrawn to the proposing Municipality.

Both the M.D. and the Villages agree that time shall be of the essence when working through the Binding Dispute Resolution Process.