

**BYLAW NO. 02-2020  
VILLAGE OF KITSCOTY  
INCORPORATED IN THE PROVINCE OF ALBERTA**

**A BYLAW OF THE VILLAGE OF KITSCOTY TO ADOPT AN INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT BETWEEN THE VILLAGE OF KITSCOTY AND THE COUNTY OF VERMILION RIVER**

---

**WHEREAS**, pursuant to Section 708.28(1) of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended (hereinafter referred to as "the Act"), provides that municipalities that have common boundaries must create a framework with each other.

**AND WHEREAS**, the Village of Kitscoty and the County of Vermilion River have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework Agreement between both municipality's;

**AND WHEREAS**, the Village of Kitscoty deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework Agreement between the Village of Kitscoty and the County of Vermilion River.

**NOW THEREFORE** the Council of the Village of Kitscoty, duly assembled, hereby enacts as follows:

***That the Intermunicipal Collaboration Framework Agreement between the Village of Kitscoty and the County of Vermilion River, attached as Schedule A and forming part of this Bylaw, be hereby adopted.***

**Bylaw Title**

- 1) This Bylaw may be referred to as the "Intermunicipal Collaboration Framework Agreement Bylaw" or "ICF Bylaw".

**Rules of Interpretation**

- 2) The headings in this Bylaw are for guidance purposes and convenience only.
- 3) Any reference to the provisions of a statute of Alberta is a reference to that statute as amended, from time to time.

**Severability**

- 4) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

**Enactment**

5) This Bylaw shall come into force and effect when it has received third reading and has been duly signed by the Mayor and Chief Administrative Officer.

READ A FIRST TIME IN COUNCIL THIS 20 DAY OF JANUARY, 2020.

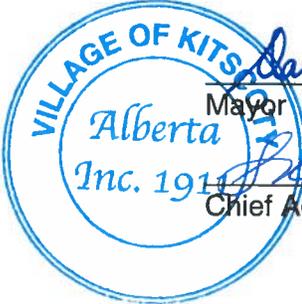
Daryl Frank  
\_\_\_\_\_  
Mayor

J. Williams  
\_\_\_\_\_  
Chief Administrative Officer

READ A SECOND TIME IN COUNCIL THIS 2<sup>ND</sup> DAY OF MARCH, 2020.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 2<sup>ND</sup> DAY OF MARCH, 2020.

SIGNED AND PASSED this 2<sup>ND</sup> day of MARCH, 2020.

  
Daryl Frank  
\_\_\_\_\_  
Mayor  
J. Williams  
\_\_\_\_\_  
Chief Administrative Officer



# Intermunicipal Collaboration Framework Agreement

COUNTY OF VERMILION RIVER AND VILLAGE OF KITSCOTY

# Contents

---

|   |    |
|---|----|
| CONTENTS .....  | 1  |
| 1 INTRODUCTION .....  | 1  |
| 1.1 BACKGROUND .....  | 1  |
| 1.2 PURPOSE OF THE INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT .....               | 2  |
| 1.3 CONTINUED COLLABORATION COMMITMENT .....  | 2  |
| 1.4 ENABLING LEGISLATION .....  | 2  |
| 1.5 GUIDING PRINCIPLES OF THE INTERMUNICIPAL COLLABORATION<br>FRAMEWORK AGREEMENT ..... | 4  |
| 2 INTERMUNICIPAL SERVICES .....   | 5  |
| 2.1 SERVICES PROVIDED .....   | 5  |
| 2.1.1 TRANSPORTATION .....  | 5  |
| 2.1.2 WATER .....   | 5  |
| 2.1.3 WASTE WATER .....   | 6  |
| 2.1.4 SOLID WASTE .....   | 6  |
| 2.1.5 EMERGENCY SERVICES .....  | 7  |
| 2.1.6 EAST CENTRAL CALL ANSWER 911 SOCIETY .....  | 9  |
| 2.1.7 ENFORCEMENT AND POLICING SERVICES .....   | 9  |
| 2.1.8 RECREATION .....  | 9  |
| 2.2 OTHER SERVICES .....  | 9  |
| 2.2.1 CEMETERIES .....  | 9  |
| 2.2.2 LIBRARIES .....   | 9  |
| 2.2.3 VERMILION RIVER REGIONAL ALLIANCE (VRRRA) .....                                   | 10 |
| 2.2.4 PLANNING & DEVELOPMENT SERVICES .....   | 10 |
| 3 IMPLEMENTATION .....  | 10 |
| 3.1 ADOPTION PROCESS .....  | 10 |
| 3.2 ADMINISTRATION PROVISIONS .....   | 11 |
| 3.3 INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT<br>IMPLEMENTATION PRINCIPLES ..... | 11 |
| 3.4 REPEAL, REVIEW, AND AMENDMENT PROVISIONS .....                                      | 11 |
| 3.5 DISPUTE RESOLUTION PROCEDURES .....   | 12 |
| 3.5.1 DISPUTE RESOLUTION PROCESS .....  | 13 |
| 4 FUTURE PROJECTS AND AGREEMENTS .....  | 16 |
| 4.1 COST SHARING .....  | 16 |
| 5 TERM AND REVIEW .....   | 17 |
| 6 INDEMNITY .....   | 17 |

# **1 INTRODUCTION**

---

## **1.1 Background**

1 April 2018 marked the date of coming into force of the first of a series of amendments to the Municipal Government Act (MGA, the Act) that formed part of the legislation review process undertaken by the Province of Alberta. The character and nature of many of these amendments introduce a new paradigm for municipalities in the province: moving from competition to collaboration, which will change the nature of intermunicipal relationships in years to come.

The Act that has resulted from this process elevates the requirements for Intermunicipal Development Plans (IDPs) for all municipalities and introduces the Intermunicipal Collaboration Frameworks (ICFs) as a mechanism to ensure the coordinated development of intermunicipal areas and the continued provision of services to their residents through a more efficient use of resources. Efficiency in providing services is a consequential consideration, especially for municipalities that have limited resources. It can make the difference between being viable as a municipality or not.

In light of these changes, the Councils and Administrations of the County of Vermilion River and the Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley began planning for the development of these plans and frameworks in January 2018. The commitment to develop further the ongoing collaboration between the municipalities was ratified by the adoption of an Agreement to Working Together (Agreement) in June 2018, which guided the process for the development of this plan and framework, which is formalized with the adoption of the Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs) developed between the municipalities. Furthermore, the municipalities adopted in September 2018 the Terms of Reference for the Agreement. The Terms of Reference outline the structure, functions, and operations of the Intermunicipal Liaison Committee, in accordance with the provisions and procedures under the Agreement to Work Together, pursuant to the recommendations and requirements under the Act and regulations.

Simultaneously, the Villages of Kitscoty, Dewberry, Marwayne and Paradise Valley, along with the County of Vermilion River, completed a Joint Growth Study as well as Intermunicipal Infrastructure Systems and Community Services Assessments focusing on the future IDP boundary areas. These projects would serve to inform the Intermunicipal Development Plans and associated Intermunicipal Collaboration Frameworks between the municipalities.

It is worth noting that, notwithstanding these great late efforts, collaboration is not a new topic for the Villages and the County. Throughout the years, the Villages and the County have engaged in several collaboration initiatives, some of them formalized in various ad hoc agreements between them. Going forward, those agreements — and any forthcoming ones — comprise the municipalities' ICFs supported by the land use policies within the IDPs that serve to manage current and future development and growth within the identified intermunicipal boundaries that make up the IDP areas for the Villages and the County.

## **1.2 Purpose of the Intermunicipal Collaboration Framework Agreement**

It is becoming increasingly evident that the future success, viability and sustainability of our rural municipalities will only be possible by continuing to maintain and build on a collaborative approach to service delivery. This Framework will establish principles and guidelines to provide for open and robust communication and cooperation in the identification and development of current and future intermunicipal and regional partnerships. It will provide a means for integrated and strategic planning for service delivery, with the intention of achieving efficiencies and balancing benefits and burdens between the municipal partners. The Framework will also clearly lay out a fair and respectful process that the partners to this agreement will use to deal with differences which may occur from time to time.

## **1.3 Continued Collaboration Commitment**

Collaboration encourages the municipalities to continue consulting with one another and stresses cooperation. The partners' intention within the context of this Framework is to create protocols which will formalize, streamline and help advance areas of intermunicipal interest and relevance.

The Framework will provide a means of exploring opportunities and developing common solutions or responses to service delivery gaps or challenges that affect the region. It also encourages communication at all levels of the respective municipal organizations to ensure that opportunities are recognized and explored to their fullest potential.

## **1.4 Enabling Legislation**

Pursuant to Part 17.2 of the Municipal Government Act, or as amended, regulating Intermunicipal Collaboration, section 708.27 establishes the purpose with the purpose which reads:

### **Purpose**

**708.27** The purpose of this Part is to "provide for intermunicipal collaboration frameworks among 2 or more municipalities.

- (a) to provide for the integrated and strategic planning, delivery and funding of intermunicipal services,
- (b) to steward scarce resources efficiently in providing local services, and
- (c) to ensure municipalities contribute funding to services that benefit their residents.

Furthermore, the Municipal Government Act also states that:

**Requirements for framework**

**708.28(1)** Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.

and

**Contents of a framework**

**708.29(1)** A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

(2) In developing the content of the framework required by subsection (1), the municipalities must identify which municipality is responsible for providing which services and outline how the services will be delivered and funded.

(3) Nothing in this Part prevents a framework from enabling an intermunicipal service to be provided in only part of a municipality.

(3.1) Every framework must contain provisions establishing a process for resolving disputes that occur while the framework is in effect, other than during a review under section 708.32, with respect to

(a) the interpretation, implementation or application of the framework, and

(b) any contravention or alleged contravention of the framework.

(4) No framework may contain a provision that conflicts or is inconsistent with a growth plan established under Part 17.1 or with an ALSA regional plan.

(5) The existence of a framework relating to a service constitutes agreement among the municipalities that are parties to the framework for the purposes of section 54.

In addition, the MGA establishes:

**Court order to comply**

**708.291** If a municipality that is a party to an intermunicipal collaboration framework fails to participate in the dispute resolution process set out in the framework or fails to comply with an agreement reached by the parties as a result of that process, any other party to the framework may apply to the Court of Queen's Bench for an order directing the municipality to comply with the process or agreement.

**Conflict or inconsistency**

**708.31** If there is a conflict or inconsistency between a framework and an existing agreement between 2 or more municipalities that are parties to that framework, the

*1.5 Guiding Principles of the Intermunicipal Collaboration Framework Agreement*

framework must address the conflict or inconsistency and, if necessary, alter or rescind the agreement.

**Method of creating framework**

**708.33(1)** In order to create a framework, the municipalities that are to be parties to the framework must each adopt a bylaw or resolution that contains the framework.

## **1.5 Guiding Principles of the Intermunicipal Collaboration Framework Agreement**

The County of Vermilion River — Village of Kitscoty Intermunicipal Collaboration Framework Agreement guiding principles align with those of the municipalities Intermunicipal Development Plan:

The Village and County will honour the agreements reached and would seek clarification as needed about what has been decided and how an agreement will be carried out.

The Village and the County will continue to collaborate to maximize development opportunities and support strong communities in a spirit of regional cooperation regarding matters of mutual interest.

The Village and County will cooperate mutually, with Federal, Provincial, and other jurisdictions in addressing planning issues and in implementing plans and strategies, so that orderly and sustainable development can take place within and adjacent to the Intermunicipal Boundary Area (Schedule 'A').

The Village and County acknowledge the importance of respect, trust, and goodwill to prevail in all dealings and communications, always reaching for solutions. To rise above municipal boundaries and 'politics' in the provision of cooperative rather than competitive services for the benefit of our residents.

## 2 INTERMUNICIPAL SERVICES

---

### 2.1 Services Provided

The County of Vermilion River and the Village of Kitscoty have a history of working together to provide enhanced municipal services to their residents, with the following services being provided to their ratepayers either independently or on a shared-service basis:

#### 2.1.1 Transportation

The County of Vermilion River provides operational assistance in the maintenance of local Village streets, including the portion of Range Road 32 and Township Road 504 adjacent to the Village boundary, upon request through the Urban Road Maintenance Agreement. Other transportation services are provided independently by both municipalities.

#### A. Urban Road Maintenance Agreement

##### 1. SERVICES PROVIDED

- a) The services to be provided to each other are not restricted to, but may include:
  - i. Snow removal;
  - ii. Road and street maintenance;
  - iii. Groundskeeping; and
  - iv. Application of Dust Abatement;

##### 2. ADMINISTRATION

- a) Services provided upon request and acceptance of costs by the Village.
- b) Invoiced amount becomes payable within 30 days of the date of invoice.

##### 3. FUNDING

- a) Upon request the County will provide an updated equipment and labor costs to the Village prior to the work being undertaken.

##### 4. TERM OF AGREEMENT

- b) By either party by serving the other party with thirty (30) days written notice of intention to terminate the agreement.

#### 2.1.2 Water

The Village and the County water services are provided under a third party agreement with the Alberta Central East Water Corporation.

## **A. Water Supply Agreement**

### 1. SERVICES PROVIDED

- a) Provision of water services to the Village and the County, and other shareholder municipalities, via the Alberta Central East (ACE) Regional Waterline.

### 2. ADMINISTRATION

- a) Services provided following Water Allocations outlined within the individual agreements between each municipality and the Corporation.

### 3. FUNDING

- a) The total capital costs of the regional water system is estimated to be approximately \$140 million with the provincial government and federal government contributing 90% of the costs. Alberta Transportation is providing grant funding for new regional water and wastewater systems through the Water for Life program which in 2016 has also been supported by the Federal Government.
- b) The remaining costs will be shared between the thirteen member municipalities through a prorated share (based on population) for each phase of construction.
- c) Once a municipality has connected to the system, they will start contributing to the annual operation and maintenance costs (user fee). This user fee will be based on each municipality's actual water consumption.

### 4. TERM OF AGREEMENT

- a) As mutually agreed by each party in the individual agreements with the Corporation.

## **2.1.3 Waste Water**

Wastewater services are provided independently by both municipalities.

## **2.1.4 Solid Waste**

The Village and the County solid waste services are provided under a third party agreement for capital and operational services with the Vermilion River Regional Waste Management Commission.

## **A. Waste Commission Agreement**

### 1. SERVICES PROVIDED

2.1 Services Provided

- a) Provision of solid waste management services to the Village and the County, and other member municipalities, as established in the Vermilion River Regional Waste Management Services Commission Regulation.
2. ADMINISTRATION
- a) Services provided following operating budget allocations based on volume as outlined within the individual agreements between each municipality and the Commission.
3. FUNDING
- a) Services are funded per an annual flat rate paid by each member municipality as outlined in the yearly agreement for payment between the Commission and each municipality.
4. TERM OF AGREEMENT
- a) As mutually agreed by each party in the individual agreements with the Commission.

**B. Waste Management Authority Lease Agreement**

1. SERVICES PROVIDED
- a) Lease of Lands allowing for the construction, management, and operation of waste transfer stations for the purpose of recovering, handling, and disposing of waste.
2. ADMINISTRATION
- b) Councils for the Village and County, and other municipalities that are party to the agreement, have consented to the granting of the leasehold interest to the Vermilion River Regional Solid Waste Management Authority.
3. FUNDING
- c) Rent fixed for the term of the agreement.
4. TERM OF AGREEMENT
- d) Lease term is twenty (20) years from commencement date of 1 January, 2005.

**2.1.5 Emergency Services**

**A. Disaster Services Mutual Aid Agreement**

1. SERVICES PROVIDED

*2.1 Services Provided*

- a) Agreement between the Villages and CVR for mutual aid to be provided in the event of a disaster or emergency.
- 2. ADMINISTRATION
  - a) Services provided upon request upon discretion of the responding party.
- 3. FUNDING
  - a) Cost recovery as invoiced by the responding party.
- 4. TERM OF AGREEMENT
  - a) Until terminated by a party with ninety (90) days' notice from commencement date of 8 April, 1997.

**B. Fire Services Agreement**

- 1. SERVICES PROVIDED
  - a) The County is desirous to have the Village provide fire rescue services in certain designated areas within the County.
- 2. ADMINISTRATION
  - a) Services to be provided at all times to respond and attend at the location which is subject of a Fire Call as soon as possible.
  - b) Village is to submit to the County copies of all incidents within 30 days of the incident.
- 3. FUNDING
  - a) The Village will be responsible for all costs incurred to perform services and ultimately be responsible for 20% of the shared costs.
  - b) The Village will provide its portion of payment to fire fighter in accordance with Honorariums.
  - c) The Village shall also pay for all costs associated with maintenance, operation, and upkeep of the Fire hall.
  - d) The County shall pay its portion of the shared costs and Honorarium to the Village within 30 days of the submission of invoice.
  - e) The County must pay for all reasonable costs associated with the maintenance, operation and upkeep of the County owned equipment as well as costs associated with the use of Village owned equipment.

4. TERM OF AGREEMENT

- a) By either party by providing written notice on or before June 30 of any year, for termination to take effect on December 31.

**2.1.6 East Central Call Answer 911 Society**

**A. Membership Agreement**

Services provided pursuant to a separate individual agreement between East Central 911 and each municipality.

**2.1.7 Enforcement and Policing Services**

Bylaw Enforcement and Policing services are provided independently by both municipalities, pursuant to the Police Act.

**2.1.8 Recreation**

The Village and the County independently fund and/or operate a number of recreational facilities. The County provides funding through the Community Enhancement and Recreation Grants Program. The Village provides funding through a Recreation Funding Memorandum of Agreement between the Village and the Kitscoty & District Agricultural Society.

**2.2 Other Services**

**2.2.1 Cemeteries**

The Kitscoty cemetery is located on Village owned land within the County boundary. The Village funds the cemetery operations through donations and taxation. The County provides funding, on an application submission basis, through an annual grant in the amount of \$250.00 for operations and a small capital fund that can be applied for on an annual basis as well.

**2.2.2 Libraries**

For the parties of the Agreement for the Operation of Public Library Services – Northern Lights Library System, to enable the board to maintain and operate the library system, provide services and make all library materials belonging to the Board and local member libraries accessible.

County funds libraries through MSI grant monies as follows: \$1,500 for public libraries (meaning: Kitscoty, Marwayne, Paradise Valley, Town of Vermilion, and City of Lloydminster) and \$1,000 for non-public libraries (meaning: Hamlet of Clandonald and Dewberry). These allocations are based on services level from previous year and are adjusted depending on the annual MSI funds received by the County.

The Village of Kitscoty provides annual municipal funding to the Kitscoty Public Library and the Northern Lights Library system.

### **2.2.3 Vermilion River Regional Alliance (VRRRA)**

The Village and the County, and other member municipalities, participate in this regional information-gathering and idea-sharing organization.

### **2.2.4 Planning & Development Services**

The commitment to develop further the ongoing collaboration between the municipalities, including other partner Villages, was ratified by the adoption of an Agreement to Working Together (Agreement) in June 2018, which guided the process for the development of this plan and framework, which is formalized with the adoption of the Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Framework Agreements (ICFs) developed between the municipalities. Furthermore, the municipalities adopted in September 2018 the Terms of Reference for the Agreement. The Terms of Reference outline the structure, functions, and operations of the Intermunicipal Liaison Committee, in accordance with the provisions and procedures under the Agreement to Work Together, pursuant to the recommendations and requirements under the Act and regulations.

## **3 IMPLEMENTATION**

---

### **3.1 Adoption Process**

Section 636(1) of the MGA, or as amended, makes provision to ensure any affected person has an opportunity to discuss the policies proposed in a statutory report. This would include Landowners in the Village and the County, other affected stakeholders, and provincial and municipal authorities. To achieve this, the following procedure was agreed to as part of the Intermunicipal Collaboration Framework Agreement (ICF) development process, pursuant to MGA s. 708.33(1):

1. The identification and discussion of review items between the municipalities. Those discussions have been part of the preparation of this document;
2. Joint public input sessions advertised and held with participation from the County, the Village, the Landowners, and stakeholders;
3. An updated draft of the ICF containing current agreements and other administrative processes, presented to Village and County councils;
4. A further refined draft ICF was prepared for municipal review and public input;
5. Once both councils are satisfied with the proposed ICF, statutory public hearings are being conducted in accordance with MGA notification and advertising requirements. The ICF may be adopted on the same date, after the public hearings.

## **3.2 Administration Provisions**

5. These provisions are made pursuant to Section 708.27(1) of the Alberta Municipal Government Act 2000, as amended.
  - b) Incorporation By Reference
    - i. The provisions contained within the TERMS OF REFERENCE for the INTERMUNICIPAL LIAISON COMMITTEE COUNTY OF VERMILION RIVER AND VILLAGES OF KITSCOTY, MARWAYNE, DEWBERRY, AND PARADISE VALLEY dated September 20, 2018 are hereby incorporated, with the exception of Appendix 3 (Work Plan).

## **3.3 Intermunicipal Collaboration Framework Agreement Implementation Principles**

1. The County and the Village Councils agree to the following guiding principles, which are utilized in implementing the policies contained in this ICF and accompanying IDP.
  - a) The Village and County agree to continue to cooperate in pursuing mutually beneficial economic development initiatives that would attract investment and create employment opportunities in the Region.
  - b) Cost/Revenue Sharing Schemes
    - i. If, and when, infrastructure cost and/or tax revenue sharing agreements are established between the two municipalities, there will be a fair and equitable recognition of existing investment in roads and water and sewer infrastructure.
    - ii. Any agreements for cost and revenue sharing shall be to benefit future development of land in the Intermunicipal Boundary (Schedule 'A').

## **3.4 Repeal, Review, and Amendment Provisions**

1. This Section sets forth processes for repeal, review, and amendment of this document when it is in the mutual interests of the County and the Village to do so. The provisions in this Section are pursuant to MGA s.708.32.

*3.5 Dispute Resolution Procedures*

- a) The ICF is intended to be reviewed by resolution of both Councils at intervals set not to exceed a 5-year period. A shorter ICF review period shall be agreed to by Council resolution of both municipalities under the understanding that the timing of the review shall be no less than one year after municipal elections.
2. The ICF may be amended from time to time subject to the agreement of both municipal Councils. The types of amendments that could be anticipated include the following:
  - a) Changes to Policies (Textual Amendments). Any major changes to the text of the ICF or IDP will require an amendment.
  - b) Changes to Formatting (Structural Amendments). Any major changes to the order or formatting that will affect the proper referencing of the provisions of this ICF will require an amendment.
  - c) Boundary Adjustments. Any changes to boundaries on Schedule 'A' will require an amendment.
  - d) Other. Subject to the agreement of both municipalities, this ICF may be amended for any other purpose not listed in this Section.
3. The ICF will stay in effect until both municipalities agree to repeal the bylaw, when provided for by provincial legislation.

### **3.5 Dispute Resolution Procedures**

1. The dispute resolution process is outlined below, consistent with the Intermunicipal Collaboration Framework Regulation. The emphasis of the dispute resolution process is mediation at the municipal level prior to an appeal to the Municipal Government Board. This process is based on an assumption that the two parties have significant differences of opinion and that third-party assistance is necessary to help resolve the disputes.
2. A principle of dispute resolution is consideration of the rights of Landowners who may be the object of an intermunicipal dispute. Thus, throughout the various processes and procedures outlined herein, it is important that both municipalities, as well as all parties engaged to resolve intermunicipal disputes, are mindful of and respect the rights of the private interests involved.
3. A dispute is hereby defined as any statutory plan or land use bylaw or amendment thereto that is given first reading by a Council, which the other Council deems "to be inconsistent with the provisions of an

*3.5 Dispute Resolution Procedures*

Agreement under the ICF and/or the goals, objectives, and policies of the IDP".

- a) A dispute is limited to decisions on the above. It is agreed that decisions on subdivisions and development permits, including all appeals of same, will be made by the respective municipalities or the Municipal Government Board where appropriate, but with review by the Intermunicipal Liaison Committee.
4. Disputes can only be initiated by the Councils of either the Village or County.
5. Disputes, as identified in (3), may be addressed and may be resolved through any of the following mechanisms, either singularly or in combination with each other:
  - a) Administrative Review
  - b) Intermunicipal Liaison Committee
  - c) Municipal Councils
  - d) Mediation
  - e) Municipal Government Board Appeal Process
  - f) Arbitration
  - g) Courts
6. In the event of a dispute, the applicant municipality will not give approval to the matter in any way (i. e., public hearing, second, or third reading) until the dispute is past the mediation stage.
7. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure.

### **3.5.1 Dispute Resolution Process**

1. Administrative Review
  - a) The applicant municipality (i. e., the approving authority) will provide complete information concerning the disputed matter. The responding municipality (i. e., the neighbouring municipality) will undertake an evaluation of the matter and provide comments to the administration of the applicant municipality.
  - b) The two Administrations shall meet to discuss the issue and attempt to resolve the matter.

*3.5 Dispute Resolution Procedures*

- c) If the Administrations resolve the issue, the responding municipality will formally notify the applicant municipality and withdraw the dispute notification and the applicant municipality will take the appropriate actions to address the disputed matter.
- d) In the event that the dispute cannot be resolved at the administrative level, either Administration can refer the matter to the Intermunicipal Liaison Committee.

2. Intermunicipal Liaison Committee

- a) Upon the referral of a dispute, the Intermunicipal Liaison Committee will schedule a meeting and the Administrations of the County and Village will present their positions on the matter to the Intermunicipal Liaison Committee.
- b) After considering the dispute, the Intermunicipal Liaison Committee may, in the event that a proposal in relation to the dispute is referred to it, schedule an Intermunicipal Committee meeting and the administrations of both municipalities will present their positions on the proposal.
- c) After consideration of a proposal, the Intermunicipal Liaison Committee may:
  - i. provide suggestions back to both Administrations with revisions to the proposal making it more acceptable to both municipalities;
  - ii. if possible, agree on a consensus position of the Intermunicipal Liaison Committee in support of or in opposition to the proposal, to be presented to both Councils; or
  - iii. conclude that no initial agreement can be reached and that a consensus position of the Intermunicipal Liaison Committee will not be presented to both Councils.
- d) If agreed to by both municipalities, a facilitator may be employed to help the Committee work toward a consensus position.
- e) If a proposal cannot be satisfactorily processed following an ILC review, then that proposal will be referred to both Councils.

3. Municipal Councils

- a) After receiving the recommendations of the Intermunicipal Liaison Committee with respect to a particular proposal, each Council will establish a position on the proposal.

*3.5 Dispute Resolution Procedures*

- b) If both municipal Councils support a proposal, then the approval and/or IDP amendment processes can be completed. If neither Council supports the proposal, then no further return will be required.
- c) If both Councils cannot agree on a proposal, then the matter may be referred to a mediation process.
- d) In the event that the two municipalities resort to mediation, the applicant municipality will not give approval in the form of second and third readings to appropriate bylaws until mediation has been pursued.

4. Mediation

- a) The following will be required before a mediation process can proceed:
  - i. agreement by both Councils that mediation is necessary;
  - ii. appointment by both Councils of an equal number of elected officials to participate in a mediation process;
  - iii. engagement, at equal cost to both municipalities, of an impartial and independent mediator agreed to by both municipalities; and
  - iv. approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.
- b) If agreed to by both municipalities, any members of the ILC or administrative staff from either municipality who are not participating directly in the mediation process may act as information resources either in or out the mediation room.
- c) All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.
- d) At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.
- e) If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will also consider the mediator's report and the respective positions of the municipal Administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality until formally approved by both Councils.

*4.1 Cost Sharing*

- f) If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then the appeal process may be initiated.

5. Municipal Government Board Appeal Process

- a) In the event that the mediation process fails, the initiating municipality may pass a bylaw to implement the proposal (e.g., a bylaw amending an area structure plan).
- b) If the initiating municipality passes a bylaw to implement the proposal, then the responding municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Municipal Government Act.
- c) The responding municipality must file a notice of appeal with the Municipal Government Board and give a copy of the notice of appeal to the initiating municipality within thirty (30) days of the passage of the disputed bylaw.

6. Arbitration

- a) The Arbitration Act (Alberta) in force from time to time shall apply to arbitration proceedings commenced pursuant to this Framework.
- b) MGA s. 708.5 regarding the Arbitration Act is hereby incorporated by reference.

7. Courts

- a) The process for review of a municipal dispute is defined by Provincial Legislation.

## **4 FUTURE PROJECTS AND AGREEMENTS**

---

### **4.1 Cost Sharing**

- a) In the event either partner initiates the development of a new project and/or service that may require a cost and/or revenue sharing agreement, the initiating partner's CAO will notify the other partner's CAO.
- b) Once either municipality has received written notice of new project, an Intermunicipal Liaison Committee (ILC) meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both CAOs agree otherwise.
- c) The ILC will be the forum used to address and develop future shared service agreements and/or cost and/or revenue sharing agreements. In the event the ILC is unable to reach

an agreement, the dispute shall be dealt with through the procedure outlined within the Dispute Resolution Guidelines as set out in **Section 3.5** of this document.

## **5 TERM AND REVIEW**

---

In accordance with the Municipal Government Act, this is a permanent agreement between the parties and shall come into force on final passing of the Intermunicipal Collaboration Framework Bylaws by both municipal partners.

This Framework may be amended by mutual consent of both parties unless specified otherwise in this agreement.

It is agreed by the Village of Kitscoty and the County of Vermilion River that the Intermunicipal Liaison Committee shall meet to review the terms and conditions of the Framework.

## **6 INDEMNITY**

---

1) The County of Vermilion River shall indemnify and hold harmless the Village of Kitscoty, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County of Vermilion River, its employees or agents in the performance of this Agreement.

2) The Village of Kitscoty shall indemnify and hold harmless the County of Vermilion River, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Village of Kitscoty, its employees or agents in the performance of this Agreement.