

**VILLAGE OF EMPRESS**

**BYLAW NO. 2020-11**

BEING A BYLAW OF THE VILLAGE OF EMPRESS IN THE PROVINCE OF ALBERTA TO  
ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK

**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 by April 1, 2020.

**AND WHEREAS**, Section 708.33(1) of the *Act* states that 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.

**AND WHEREAS**, the Village of Empress wishes to adopt an intermunicipal collaboration framework with the Special Areas Board.

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

**1. That the Intermunicipal Collaboration Framework between the Special Areas Board and Village of Empress, attached as Schedule A and forming part of this Bylaw, be hereby adopted.**

2. This Bylaw takes effect on the date of the third and final reading.

READ A FIRST TIME this 17th day of September, 2020.

READ A SECOND TIME this 17th day of September, 2020.

READ A THIRD TIME AND FINALLY PASSED this 17th day of September, 2020.

*Roy A Gill*

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MAYOR

*Debbie Ross*

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CHIEF ADMINISTRATIVE OFFICER

BYLAW 11-2020 SCHEDULE “A”

***INTERMUNICIPAL FRAMEWORK COLLABORATION***

***BETWEEN***

**THE VILLAGE OF EMPRESS**

***AND***

**THE SPECIAL AREAS BOARD**

**WHEREAS**, The Village of Empress and the Special Areas Board share a common border; and

**WHEREAS**, The Village of Empress and the Special Areas Board share common interests and seek to work together to provide services to their ratepayers; and

**WHEREAS**, the Municipal Government Act of Alberta Revised Statutes of Alberta 2000 Chapter M-26 Section 708.33(1) and any amendments thereto, stipulates that municipalities that have a common boundary must create a framework with each other that identifies the shared services provided by each municipality and which municipality is responsible for providing those services, and how the services will be delivered.

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

**A. DEFINITIONS**

- 1) In this agreement:
  - a. Services: means those services that both parties have or seek joint cost sharing arrangements, including:
    - i. Transportation
    - ii. Water/Wastewater
    - iii. Solid Waste
    - iv. Emergency Services
    - ii. Health Care
    - iii. Economic Development
    - iv. Regional Planning
    - v. Agricultural Services
    - vi. Bylaw Enforcement
    - vii. Seniors Housing
    - viii. Library Services
    - ix. Family and Community Support Services
  - b. Capital Costs: means new facilities, expansions to existing facilities and intensification of use of existing facilities; and,
  - c. Year: means the calendar year beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

**B. TERM AND REVIEW**

- 1) In accordance with the Municipal Government Act, this is a permanent Agreement that shall come into force on the final passing of the bylaws or resolutions by both municipalities.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this agreement.
- 3) It is agreed the Village of Empress and the Special Areas Board shall meet at least once

every five years to review the terms and conditions of the agreement in a manner set out in Section C of this document.

### C. MANAGEMENT OF THE ICF AGREEMENT

- 1) The Village of Empress and the Special Areas Board agree that this agreement shall be managed at the administrative level by each municipality.
- 2) The CAO of the Village of Empress and the Chair of the Special Areas Board, or the designates of each, shall be the individuals tasked with this responsibility.
- 3) If an issue involving this agreement is unable to be resolved at the administrative level, then the matter shall be dealt with as referred to in Section G of this document.
- 4) This administrative management body shall meet at least once every five years to review this agreement and discuss any potential changes to it.
- 5) Any and all meeting of the management body referenced above shall have minutes recorded, distributed, and agreed upon by each party within 7 days of the meeting's date.

### D. MUNICIPAL SERVICES

The Special Areas Board and the Village of Empress 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:

#### ➤ **Transportation**

Transportation services are provided independently by both municipalities.

- The Special Areas Board provides informal operational assistance in the maintenance of some of the local roads that lead into the Village of Empress.

#### ➤ **Water and Wastewater**

Water and Wastewater services are provided independently by both municipalities

#### ➤ **Solid Waste Management**

Solid waste collection services are provided for independently by both municipalities

##### ○ **Big Country Waste Management Commission**

Both parties, along with additional partners, are members of the Commission which was incorporated in November 1996. The Commission is responsible for the management and operations of Waste Transfer Sites and transportation of materials to a central dump site near Youngstown. Funding is provided by a requisition based on both per capital and equalized assessment formula. There is no managing partner for the Commission.

#### ➤ **Emergency Services**

##### ○ **Bylaw Enforcement**

Bylaw Enforcement services are provided independently by both municipalities.

##### ○ **Emergency Management Mutual Aid**

- The Special Areas Board and the Village of Empress, along with other partners have a Disaster Services Mutual Aid Agreement, dated September 2000. The

Agreement provides for the provision of mutual aid services in the event of a disaster or emergency on a cost-recovery basis. As a mutual aid agreement, there is no managing partner.

- **911**

The Special Areas Board and the Village of Empress, along with other partners, contract 911 to provide Fire and Emergency dispatch services. The contract is with each municipality individually and payment for services is based on a per capita cost basis.

- **Fire Services Agreement**

- The Special Areas Board and the Village of Empress have a Fire Services Agreement. The Agreement provides for the provision of Fire Services by the Village of Empress to the Special Areas on a cost shared basis, as set out in the terms of the Agreement.
- The Village of Empress and the Special Areas Board entered into an agreement for the construction of a new firehall. Cost share for the operations of the facility fall under the Fire Service Agreement.

- **Recreation**

- **Operation of Recreation Facilities**

The Village of Empress and the Special Areas Board independently operate several recreational facilities.

- **Special Areas Annual Recreation Grants**

The Special Areas Board has adopted a Recreation Funding Policy, which provides annual operating support for various recreational facilities within the Special Areas.

This funding is provided by a millrate applied against all properties in the Special Areas and then allocated to regional recreation boards.

- **Special Areas Industrial Tax Transfer**

Special Areas Board through provisions of MGA S.594 transfers a portion of the industrial property tax it collects to other municipal entities within its boundaries

- **Other Services**

- **Administration**

Administration services are provided independently by both municipalities.

- **Airport**

The Village of Empress and Special Areas Board have an Airport Operating Agreement. The Agreement establishes terms for the seasonal maintenance of the Airport runway, and major facility maintenance and capital improvement costs are shared between the two municipalities. The Village is the managing partner for the Agreement.

- **Acadia Foundation**

The Village of Empress and the Special Areas Board, along with other partners, are members of the Acadia Foundation which operates and provides seniors housing services to the region. Funding is provided by a requisition to the members

- municipalities on an equalized assessment based formula. There is no managing partner of the Association.
- **Cemetery**  
Municipal Cemeteries are managed and maintained independently by both municipalities.
  - **Marigold Library System**  
The Special Areas Board and the Village of Empress, along with several other municipalities, are members of the Marigold Regional Library System, and appoint representatives to attend the Regional Library Board meetings. The SAB and Village of Empress fund their participation on this Board via a per capita based fee. There is no managing municipal partner.
  - **Empress Library Board**  
The Empress Municipal Library Board is responsible for the operations of the Village of Empress Municipal Library Service.
    - Both the Special Areas and the Village of Empress provide funding to the Empress Municipal Library Board.
  - **Economic Development**
    - Palliser Economic Partnership (PEP) is a southern Alberta based group of likeminded municipalities and one secondary education institute promoting development in this part of the province. Both the Special Areas and the Village of Empress participate with this group and funding is provided on a per capital basis and there is no managing partner.
    - Ad hoc economic development initiatives. The Village of Empress and the Special Areas have coordinated in the past to investigate potential economic development initiatives.
  - **Family and Community Support Services (FCSS)**  
The Village of Empress and the Special Areas Board both sign provincial Family and Community Support Services Funding Agreements annually. The operation of each municipality FCSS programs operate independently.
  - **Palliser Regional Planning Commission (PRMS)**  
The Special Areas Board and the Village of Empress, along with other partners, entered into a Master Agreement to establish the Palliser Regional Planning Commission in July 1995. PRMS provides several services to its member municipalities, including functions related to subdivision, municipal land use planning, mapping and database services. Member municipalities cost share on a formula which includes population and equalized assessment. Additional services requested are paid for by the municipality requesting. There is no managing partner for the Planning Commission.
  - **Big Country Medical Dental Center Board**  
The role of the Big Country Medical Dental Center Board is an agreement between Oyen, Special Areas and the MD of Acadia who's mandate is to operate and manage the Medical

Clinic and Dental Clinic in Oyen and rental properties owned/controlled by the Board, as well as work with AHS to ensure adequate medical services for the region.

- The Village of Empress is invited to have a voting representative on this board, although provides no funding to the organization.

- **Weed Control**

Special Areas provides weed inspection services to the Village of Empress

## **E. FUTURE PROJECTS & AGREEMENTS**

- 1) In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing arrangement, the initiating municipality's CAO/Chair shall notify the other municipality's CAO/Chair.
- 2) Once either municipality has received written notice of a new project, the administrative management body must meet within 30 days of this notice.
- 3) In the event the administrative body and the ad hoc committee are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.

## **F. INDEMNITY**

- 1) The Special Areas Board shall indemnify and hold harmless the Village of Empress, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any action or omission of the Special Areas Board, its employees or agents in the performance of this agreement.
- 2) The Village of Empress shall indemnify and hold harmless the Special Areas Board, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any action or omission of the Village of Empress, its employees or agents in the performance of this agreement.

## **G. DISPUTE RESOLUTION**

- 1) In the event of a dispute to any part of this agreement, the CAO/Chair of the municipality initiating the dispute shall notify the CAO/Chair of the other municipality via email or mail of the nature of dispute and request a meeting within 30 days.
- 2) The municipalities shall attempt to resolve the dispute through the management process outlined in Section C of this document.
- 3) In the event a dispute remains unresolved, the Village of Empress and the Special Areas Board will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared by each municipality based on an equalized assessment basis.
- 4) In the event a dispute cannot be resolved through Steps 2 and 3, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties. The Arbitration Act of Alberta in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement. The costs of arbitration shall be shared by each municipality based on an

equalized assessment basis.

5) The time to complete a single dispute resolution process shall not exceed 1 year.

## **H. CORRESPONDENCE**

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

i. **In the case of the Village of Empress**

Village of Empress  
c/o Chief Administrative Officer  
Box 159  
Empress, Alberta T0J 1E0

ii. **In the case of the Special Areas Board**

Special Areas Board  
c/o Chair  
Box 820  
Hanna, Alberta T0J IP0