

**BYLAW NO. 1071/18  
CLEARWATER COUNTY**

BEING A BYLAW TO ADOPT THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN THE MUNICIPAL DISTRICT OF BIGHORN AND CLEARWATER COUNTY

**WHEREAS**, the Council of Clearwater County is authorized under the Municipal Government Act, RSA 2000, Chapter M-26, as amended, to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and

**WHEREAS**, the Municipal District of Bighorn and Clearwater County have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between the two municipalities; and,

**WHEREAS**, the Council of Clearwater County deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework between the Municipal District of Bighorn and Clearwater County,

**NOW THEREFORE**, the Council of Clearwater County, duly assembled, enacts as follows:

1. That the document titled "Intermunicipal Collaboration Framework between the Municipal District of Bighorn and Clearwater County" dated July 2019 as attached and forming part of this Bylaw be adopted;

and

2. That this Bylaw shall take effect upon the final passing thereof.

will not exceed any restrictions set forth in the Municipal Government Act.

READ A FIRST TIME this 23 day of July, 2019.

READ A SECOND TIME this 23 day of July, 2019.

PERMISSION FOR THIRD READING GRANTED UNANIMOUSLY this  
23 day of July, 2019

READ A THIRD AND FINAL TIME this 23 day of July, 2018.

  
\_\_\_\_\_  
REEVE

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

# MUNICIPAL DISTRICT OF BIGHORN

## BYLAW NO. 15/19

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Being a bylaw to adopt the Intermunicipal Collaboration Framework between the Municipal District of Bighorn and Clearwater County

**WHEREAS**, the Council of the Municipal District of Bighorn (“the M.D.”) is authorized under the Municipal Government Act, RSA 2000, Chapter M-26, as amended, to work collaboratively with neighbouring municipalities to ensure the efficient provision of municipal services for all residents; and

**WHEREAS**, the M.D. and Clearwater County have worked collaboratively on the preparation of an intermunicipal collaboration framework between the two municipalities; and

**WHEREAS**, the Council of the M.D. deems it desirable and appropriate to adopt the Intermunicipal Collaboration Framework between the Municipal District of Bighorn and Clearwater County,

**NOW THEREFORE**, the Council of the Municipal District of Bighorn, duly assembled, enacts as follows:

1. That the document titled “Intermunicipal Collaboration Framework between the Municipal District of Bighorn and Clearwater County” dated July 2019 as attached and forming part of this Bylaw be adopted;

and

2. That this Bylaw shall take effect upon the final passing thereof.

READ a first time this 9<sup>TH</sup> day of JULY, 2019.

READ a second time this 9<sup>TH</sup> day of JULY, 2019.

READ a third time and finally passed this 9<sup>TH</sup> day of JULY, 2019.

  
REEVE

CHIEF ADMINISTRATIVE OFFICER



# Intermunicipal Collaboration Framework

Between

**The Municipal District of Bighorn**

(hereinafter referred to as “the M.D.”)

and

**Clearwater County**

(hereinafter referred to as “the County”)

WHEREAS the M.D. and the County share a common border in Township 31 in Ranges 7 – 11, west of the Fifth Meridian;

AND WHEREAS the M.D. and the County share common interests and are desirous of working together to provide services to their ratepayers, if there are reasonable and logical opportunities to do so;

AND WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create a framework with each other to:

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

NOW THEREFORE, by mutual covenant of the Municipal District of Bighorn and Clearwater County, it is agreed as follows:

## **A. DEFINITIONS**

- 1) In this Agreement
  - a. "Framework" means the Intermunicipal Collaboration Framework between the M.D. and the County, as required under Part 17.2 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta.
  - b. "Services" means those services that both parties must address within the Framework, which are:
    - i. -transportation
    - ii. -water and wastewater
    - iii. -solid waste
    - iv. -emergency services
    - v. -recreation
    - vi. -any other services that might benefit residents in both municipalities.
  - c. "Year" means the calendar year beginning on 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 and shall come into force on final passing of the bylaws by both the M.D. and the County.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- 3) It is agreed by the M.D. and the County that the Intermunicipal Collaboration Committee shall meet at least once every four years to review the terms and conditions of the agreement; the four years intended to coincide with the elected term of office.

## **C. INTERMUNICIPAL COOPERATION**

- 1) The M.D. and the County agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as "the ICC").

- 2) The ICC will meet as required to develop recommendations to the respective Councils on all matters of strategic direction and cooperation affecting both the M.D. and County residents, except matters where other current operating structures and mechanisms are operating successfully. The topics to be discussed may include:
  - a) Long-term strategic growth plans for the M.D. and the County, as may be reflected in the Municipal Development Plans, Area Structure Plans and other strategic studies;
  - b) Intermunicipal and regional transportation issues including the transportation corridors and truck routes;
  - c) Prompt circulation of major land use, subdivision and development proposals in either municipality which may impact the other municipality; and
  - d) The discussion of intermunicipal or multi-jurisdictional issues.
- 3) The ICC shall consist of four members, being two Councillors from the M.D. and two Councillors from the County.
- 4) The Chief Administrative Officers will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the ICC to their respective Councils.
- 5) Meetings of the ICC can be called by either party to this Agreement, by serving written notice on the other party, advising the reason for requesting a meeting and providing options for meeting dates. The parties shall jointly determine a meeting date, which shall be held within thirty (30) days of the written notice being served.
- 6) It is recognized that, pursuant to Schedule "B" attached to this agreement, the two municipalities have been exempted from the provisions of Sections 631(1) and 708.3(1) of the Municipal Government Act, Chapter M-26, RSA 2000 as amended. Section 631(1) requires municipalities that share common boundaries to adopt an intermunicipal development plan (hereinafter referred to as "IDP") to include those areas of land lying within the boundaries of the municipalities as they consider necessary; Section 708.3(1) stipulates that an intermunicipal collaboration framework is not complete unless the Councils of the municipalities involved have also adopted an IDP. The Minister has recognized the protected status of the lands on either side of the boundary between the M.D. and the County, noting that no municipally-approved development will occur on those lands in the future, and has therefore exempted the M.D. and the County from the requirement to adopt an intermunicipal development plan.

#### **D. MUNICIPAL SERVICES**

- 1) The M.D. and the County have agreed that each municipality will provide the following services for their residents:

The M.D. of Bighorn

Clearwater County

- o Transportation
- o Water and Wastewater
- o Solid Waste
- o Emergency Services
- o Recreation

- o Transportation
- o Water and Wastewater
- o Solid Waste
- o Emergency Services
- o Recreation

- 2) The M.D. and the County have a history of working together with urban municipalities either within or adjacent to their respective municipal boundaries to provide municipal services to the residents, with the following services being provided directly or indirectly, in whole or in part, to their ratepayers:

The M.D. of Bighorn has agreements with its urban partners to provide the following services (including but not limited to):

- o Family and Community Support Services (Towns of Canmore and Cochrane);
- o Fire Suppression (Towns of Canmore and Cochrane; Village of Cremona);
- o Library (through the Marigold Regional Library System);
- o Recreation Services (Towns of Canmore and Cochrane);
- o Water and Wastewater (Town of Canmore);
- o Cemetery (Town of Canmore);
- o Seniors' Housing (through the Bow Valley Regional Housing Commission);
- o Solid Waste and Recycling (through the Bow Valley Waste Management Commission [Class III landfill services]).

Clearwater County has agreements with their urban partners to provide the following services (including but not limited to):

- o Cemetery;
- o Family and Community Support Services;
- o Fire and Emergency Management Services;
- o Library (through the Parkland Regional Library System);
- o Recreation Services (Town of Rocky Mountain House and the Village of Caroline);
- o Wastewater;
- o Enforcement;
- o Seniors' Housing (through the Rocky Seniors' Housing Council);
- o Solid Waste and Recycling (through the Rocky Mountain Regional Solid Waste Authority).

- 3) Although the M.D. and the County have a history of working together on a number of issues and common interests, it has been determined that the following services are best delivered independently, by each of the two municipalities, to their respective ratepayers:

- Transportation services
- Water and Wastewater
- Solid Waste
- Emergency Services
- Recreation

It is noted that the northern region of the M.D. and the adjoining southern region of the County are primarily Crown lands that are both protected from development and sparsely populated, if inhabited permanently at all. Therefore, there are no opportunities for intermunicipal collaboration that can be identified between the M.D. and the County, for the above-noted services.

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

- 1) In the event either municipality initiates the development of a new project and/or service that would benefit from a cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer, providing the rationale as to why that project/ service has a benefit to both municipalities.
- 2) Once either municipality has received written notice of new project/service, an ICC meeting must be held within Thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 3) The ICC will be the forum used to address and develop future mutual aid agreements and/or cost sharing agreements. In the event the ICC is 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 M.D. shall indemnify and hold harmless the County, 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 Clearwater County, its employees or agents in the performance of this Agreement.
- 2) The County shall indemnify and hold harmless the M.D., 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 Municipal District of Bighorn, its employees or agents in the performance of this Agreement.

#### **G. DISPUTE RESOLUTION**

- 1) The ICC will meet and attempt to resolve any disputes that may arise under this Framework.

- 2) In the event the ICC is unable to resolve a dispute, the parties will follow the process outlined in the Model Default Dispute Resolution Provisions in the Intermunicipal Collaboration Framework Regulation, being Alberta Regulation AR 191/2017, as amended or replaced from time to time.

## H. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework and/or any of its sub-agreements in accordance with their true intent.
- 2) **Assignment of Framework.** Neither Municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked.
- 4) **Entire Framework.** This Framework and any attached sub-agreements thereto constitute the entire Framework between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.
- 5) **Unenforceable Terms.** If any term, covenant or condition of this Framework and any sub-agreements attached thereto, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable, will not be affected thereby and each remaining term, covenant or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 6) **Amendments.** This Framework and any attached sub-agreements thereto may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities. (See also Section B of this Framework).
- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality but each remedy will be



cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.

- 8) **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality, in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.
- 9) **Counterparts.** This Framework and any attached sub-agreements thereto may be executed in several counterparts each of which when so executed, will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) **Time.** Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

## **H. CORRESPONDENCE**

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

a. In the case of the Municipal District of Bighorn, to:

The Municipal District of Bighorn No. 8  
c/o Chief Administrative Officer  
Box 310, Exshaw, Alberta, T0L 2C0

b. In the case of Clearwater County, to:

Clearwater County  
c/o Chief Administrative Officer  
Box 550  
Rocky Mountain House, Alberta, T4T 1A4

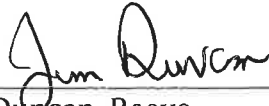
**IN WITNESS WHEREOF** the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this 27 day of August, 2019 in \_\_\_\_\_, Alberta.

**CLEARWATER COUNTY**

**MUNICIPAL DISTRICT OF BIGHORN**

Per:

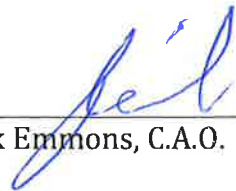


\_\_\_\_\_  
Jim Duncan, Reeve

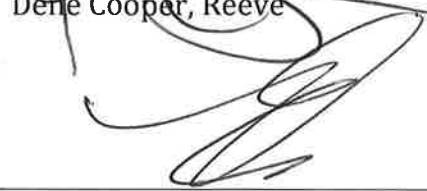
Per:



\_\_\_\_\_  
Dene Cooper, Reeve



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Rick Emmons, C.A.O.



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Robert Ellis, C.A.O.

**ATTACHED SCHEDULES:**

- SCHEDULE "A": Council resolutions adopting the Framework
- SCHEDULE "B": Ministerial exemption from IDP requirements

**Schedule "A"**

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CLEARWATER COUNTY – July 23, 2019

COUNCILLOR HOVEN: *That Council grants first reading of Bylaw 1071/19 to adopt the Municipal District (MD) of Bighorn and Clearwater County Intermunicipal Collaborative Framework (ICF).*

**309/19** CARRIED 7/0

COUNCILLOR SWANSON: *That Council grants second reading of Bylaw 1071/19 to adopt the Municipal District (MD) of Bighorn and Clearwater County Intermunicipal Collaborative Framework (ICF).*

**310/19** CARRIED 7/0

COUNCILLOR LOUGHEED: *That Council grants permission to proceed to the third reading of Bylaw 1071/19 to adopt the Municipal District (MD) of Bighorn and Clearwater County Intermunicipal Collaborative Framework (ICF).*

**311/19** CARRIED 7/0

COUNCILLOR LAING: *That Council grants third reading of Bylaw 1071/19 to adopt the Municipal District (MD) of Bighorn and Clearwater County Intermunicipal Collaborative Framework (ICF).*

**312/19** CARRIED 7/0

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M.D. of Bighorn #8 – July 9, 2019

**R:170/19** *Moved by Deputy Reeve Clark that Council give first reading to Bylaw 15/19, Intermunicipal Collaborative Framework between Clearwater County and M.D. of Bighorn No. 8.*  
CARRIED

**R:171/19** *Moved by Councillor Butters that Council give second reading to Bylaw 15/19.*  
CARRIED

**R:172/19** *Moved by Councillor Rosvold that Council give consent to proceed with third reading for Bylaw 15/19.*  
CARRIED

**R:173/19** *Moved by Councillor Ryan that Council give third reading to Bylaw 15/19.*  
CARRIED

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**Schedule "B"**



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister*  
*MLA, Edmonton - South West*

MINISTERIAL ORDER NO. MSL:047/19

I, Kelechi Madu, Minister of Municipal Affairs, pursuant to Section 631(1.1) of the *Municipal Government Act (MGA)*, make the following order:

1. Municipal District of Bighorn No. 8 and Clearwater County are exempt from completing an Intermunicipal Development Plan, as required under Section 631(1) of the *MGA*, for the lands lying along the common boundaries of the Municipal District of Bighorn No. 8 and Clearwater County.
2. The exemption takes effect when this Order is signed.

Dated at Edmonton, Alberta, this 18<sup>th</sup> day of June, 2019.

  
Kelechi Madu  
Minister of Municipal Affairs