

**BYLAW NO. 19-12
OF THE VILLAGE OF GIROUXVILLE
IN THE PROVINCE OF ALBERTA**

**A BYLAW OF THE VILLAGE OF GIROUXVILLE, IN THE
PROVINCE OF ALBERTA, TO ADOPT AN
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;

WHEREAS The Village of Girouxville and the Municipal District of Smoky River No. 130 share a common border;

AND WHEREAS The Village of Girouxville and the Municipal District of Smoky River No. 130 share common interest and are desirous of working together to provide services to their residents;

AND WHEREAS The Village of Girouxville and the Municipal District of Smoky River No. 130 consulted with residents of both Municipalities;

NOW THEREFORE The Village of Girouxville Council, in the Province of Alberta, adopts the Municipal District of Smoky River No. 130 / Village of Girouxville Intermunicipal Collaboration Framework, being the document attached hereto and forming part of this Bylaw.

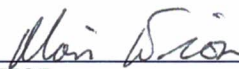
AND THEREFORE By-law No. 19-12 come into force and effect on the final date of passing thereof.

READ a first time this 13 th day of November, 2019.

READ a second time this 11 th day of December, 2019.

READ a third time and finally passed this 11 th day December 2019.

Village of Girouxville



MAYOR



CHIEF ADMINISTRATIVE OFFICER

Intermunicipal Collaboration Framework

Between

**Municipal District of
Smoky River No. 130**

And

Village of Girouxville

November 6, 2019

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WHEREAS, Village of Girouxville and the Municipal District of Smoky River No. 130 share a common border; and

WHEREAS, Village of Girouxville and the Municipal District of Smoky River No. 130 share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, Village of Girouxville and the Municipal District of Smoky River No. 130 consulted with residents of both Municipalities; 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 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.

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

A. DEFINITIONS

- 1) In this Agreement
 - a. “Village” means the Village of Girouxville.
 - b. “M.D.” means Municipal District of Smoky River No. 130.
 - c. “Lead Municipality” means the municipality responsible for administering the agreement.

B. TERM AND REVIEW

- 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 review at least once every five years, commencing no later than 2024 to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The Intermunicipal Committee established under the Intermunicipal Development Plan is the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

- 1) With the exception of water services provided by the Village, both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the Municipal District of Smoky River No. 130 residents for services provided by the Village of Girouxville and the Village of Girouxville residents for services provided by the Municipal District of Smoky River No. 130.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Village of Girouxville
 - i. Municipal Administration
 - a. Financial services
 - b. Information technology
 - c. Purchasing and procurement services
 - ii. Water and Wastewater
 - iii. Emergency and Protective Services
 - a. Animal control
 - b. Police services provided by the RCMP
 - c. Ambulance services provided by Alberta Health
 - iv. Transportation Services
 - a. The Village maintains the majority of the local roads within the Village boundaries.
 - v. Planning Services
 - vi. Other municipal services not specified in Section 2.
 - b. Municipal District of Smoky River No. 130
 - i. Municipal Administration
 - a. Financial services
 - b. Information technology
 - c. Purchasing and procurement services
 - ii. Water and Wastewater – the M.D. works with the Smoky River Water Co-op to provide water to the Hamlets of Guy and Jean Cote. The Smoky River Water Co-op also provides water to numerous properties throughout the M.D.
 - iii. Emergency and Protective Services
 - a. Police services provided by the RCMP
 - b. Ambulance services provided by Alberta Health
 - iv. Transportation Services
 - a. Roadway and right of way maintenance
 - b. Bridge maintenance

- v. Agricultural Services
 - a. Crop management
 - b. Pest and disease control
 - c. Trees and horticulture
- vi. Planning
- vii. Other municipal services not specified in Section 2.

2) The Village and the M.D. have a history of working together to provide municipal services to their residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:

a. Water and Wastewater

- i. The Village owns and operates their own water distribution system and wastewater system and operates the systems to provide services to the Village residences and businesses.
 - a. The Village operates a truck fill that is used by M.D. residents on a fee for service basis. There is no formal agreement.
- ii. The Village and M.D., together with the Towns of Falher and McLennan and the Village of Donnelly joined together to create the Smoky River Regional Water Management Commission to operate a regional water treatment and distribution system. As an independent Commission there is no lead municipality and the fee for water is set annually by the Commission.
- iii. The Village provides water to nine properties in the M.D. and has agreements in place with the individual land owners, who are billed bi-monthly for the water provided. The landowners are responsible for all maintenance costs associated with maintaining their private water lines.
- iv. The Village has an agreement dated September 13, 2001 with the Smoky River Water Co-op to supply water to the Co-op. The Co-op is responsible for all costs associated with maintaining their water lines and pays a fee for service to cover the cost of the water. The Village is the lead municipality.

b. Solid Waste:

- i. The M.D. owns and operates three landfills within the M.D. which are available at no cost for M.D. residents and Village residents to dispose of household waste. The M.D. is the lead municipality.
- ii. The Village, together with Towns of Falher and McLennan and the Village of Donnelly have joined together to create the Smoky River Regional Waste Management Commission. The Commission provides waste collection and disposal services to residential properties within the Village. The Village provides waste collection and disposal services to commercial properties within the Village. As an independent Commission there is no lead municipality and the fee for disposing of waste is set annually by the Commission.

- iii. The Village together with the M.D., Towns of Falher and McLennan and the Village of Donnelly jointly contract with Prairie Disposal Ltd to provide recycling services. As a contract with a private firm there is no lead municipality and the fees for recycling are in accordance with the contract.
- c. Emergency Services:
- i. The M.D. and the Village entered into an agreement, dated January 1, 2016 for the M.D. to provide fire protection services to the Village. The lead municipality is the Municipal District and the fees for services provided are in accordance with the agreement.
 - ii. The M.D. and the Village together with the Towns of Falher and McLennan and the Village of Donnelly have adopted a Quality Management Plan for the fire discipline. The M.D. is lead municipality and there is no cost sharing.
 - iii. The Smoky River Regional Emergency Partnership, including the M.D. of Smoky River No. 130, the Village of Girouxville along with the Towns of Falher and McLennan and the Village of Donnelly; have a Regional Emergency Management Mutual Aid Agreement with the Central Peace Regional Emergency Management Partnership. As a mutual aid agreement there is no lead municipality and cost sharing is in accordance with the agreement.
 - iv. The M.D., on behalf of the region, has an agreement with the City of Grande Prairie, dated January 1, 2016 to providing Emergency Fire Dispatch Services for the region. The M.D. is the lead municipality and costs are paid in accordance with the agreement.
- d. Recreation and Culture:
- i. The Village and the M.D., jointly with several rural and urban municipalities are members of the Peace Library System.
 - ii. The Village of Girouxville owns recreation and community facilities within the Village, which includes the bowling alley, municipal campsite, playground, outdoor skating/multi-use facility, museum, ball diamonds, community centre and dumping station. The Village has an agreement with the Girouxville Sports Club Society for the operation of the bowling alley.
 - iii. The M.D. owns and operates the Little Smoky Ski Area.
 - iv. There is no formal recreation funding agreement, as such there is no lead municipality and no formal cost sharing agreement.
 - v. In light of current economic constraints and the funding provided by the M.D. under other joint services agreements, both the Village and the M.D. acknowledge each municipality should be responsible for and cover the costs associated with providing recreation and culture services within their own municipalities.
 - vi. The Village and the M.D. agree that should the M.D. be able in future years to provide funding for recreation and culture programs and

facilities within the towns and villages within the M.D., beyond the funding provided to the Town of Falher for the regional pool, a regional funding agreement will be developed to ensure all towns and villages within the M.D. are treated fairly.

e. Physician Recruitment

- i. The Village and the M.D., along with the Towns of Falher and McLennan and the Village of Donnelly have established the Smoky River Regional Physician Recruitment and Retention Committee to assist in recruiting and retaining physicians. The M.D. is the lead municipality and has entered into various agreements on behalf of the Committee with a Physician Recruitment Coordinator and from time to time with Physicians. There is no formal agreement and the costs are shared based on a formula that reflects the municipalities populations and assessment.
- ii. The Village and the M.D., along with the Towns of Falher and McLennan and the Village of Donnelly have entered into agreements to purchase and maintain housing in the Town of McLennan for medical professionals. The lead municipality is the Town of McLennan and the cost sharing is in accordance with the agreement.

f. Social Housing

- i. The Village and the M.D., jointly with several rural and urban municipalities are members of the Heart River Housing Authority which provides social housing in the region. As an independent authority created under the Alberta Housing Act there is no lead municipality and the municipalities provide funding for senior lodges based on an annual requisition.

g. Smoky River Family and Community Support Services

- i. The Village and the M.D. are partners with the Town of Falher and McLennan and the Village of Donnelly in an agreement with the Province of Alberta to create and operate the Smoky River Family and Community Support Services. Smoky River FCSS operates under the Alberta Family and Community Support Services Act and funding is regulated by the Province, with participating municipalities contributing funding in accordance with the agreement with the Province. The lead municipality is the Town of Falher and the cost sharing in accordance with provincial agreement.
- ii. Smoky River Transportation Committee – The Village and M.D., along with the Towns of Falher and McLennan and the Village of Donnelly jointly fund the operation of the Smoky River Transportation Program. There is no lead municipality. Funding is based on past municipal assistance grants.

- h. Planning Services
 - i. The Village is a member of the Peace Regional Subdivision and Development Appeal Board.
 - ii. The M.D. has their own Subdivision and Development Appeal Board.

- i. Assessment Services
 - i. The M.D. and Village, along with the Towns of Falher and McLennan and the Village of Donnelly all contract with Compass Assessment Inc to provide assessment services for their respective municipalities. There is no lead municipality and each municipality pays for the services utilized.
 - ii. The M.D. and Village, along with the Towns of Falher and McLennan and the Village of Donnelly entered into an agreement on September 4, 2019 to establish a Regional Assessment Review Board. The M.D. is the lead municipality and costs associated with advertising, training, travel and subsistence are shared in accordance with the agreement, based on equalized assessment and population. Costs associated with an appeal are the responsibility of the municipality in which the appeal occurs.

- j. Economic Development
 - i. The Village and the M.D. along with Towns of Falher and McLennan and the Village of Donnelly have signed an agreement, dated June 10, 2014 to create the Smoky River Regional Economic Development Board. The M.D. is the lead municipality and the cost of operating the Board are shared in accordance with the agreement.

- k. Intermunicipal Development Plan
 - i. The Village and the M.D. entered into an Intermunicipal Development Plan in 2019, in accordance with the Municipal Government Act. The Intermunicipal Development Plan will be reviewed in conjunction with the Intermunicipal Collaborative Framework. As an Intermunicipal Development Plan there is no lead municipality and no associated cost sharing agreements.

- l. Airport
 - i. The Village and M.D. along with Towns of Falher and McLennan and the Village of Donnelly have entered in to an agreement to form the Smoky River Regional Airport Commission, which owns and operates the regional airport located within the M.D. The M.D. is the lead municipality and funding is in accordance with the agreement.

- m. Weed and Pest Control
 - i. The M.D. provides weed inspection services to the Village at no charge.

- n. Notification System
 - i. The Village and M.D. along with Towns of Falher and McLennan and the Village of Donnelly have entered into an agreement to establish the Voyent Alert System. The M.D. is the lead municipality and the funding is in accordance with the agreement.
 - o. Geographical Information System
 - i. The M.D. on behalf of the Village and M.D. along with Towns of Falher and McLennan and the Village of Donnelly has entered into an agreement MuniSight Ltd. to maintain and update the geographical information system for the region. The M.D. is the lead municipality and funding to date has been covered through grants and the M.D. Future funding and participation in the service will have to be negotiated.
- 3) The Village and M.D. acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
 - 4) The Village and M.D. have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.
 - 5) The Village and M.D. acknowledge the importance of regional cooperation and agree during the term of this agreement to work together with the Towns of Falher and McLennan and the Village of Donnelly to develop regional agreements for funding for the Smoky River Regional Airport; Smoky River Regional Physician Recruitment and Retention; and, Smoky River Transportation Program.

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 party 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 Intermunicipal Committee.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan or any other regional long term planning document prepared by the municipalities;
 - b. The level of community support;

- c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, an Intermunicipal Committee meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
 - 5) The Intermunicipal Committee will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Intermunicipal 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) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) 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.
- 5) 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.

- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included in the agreement, the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A party shall give written notice (“Dispute Notice”) to the other party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) calendar days following receipt of the Dispute Notice, the Intermunicipal Committee shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) calendar days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either party shall be entitled to provide the other party with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) calendar days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) calendar days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) calendar days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) calendar days from the date of receipt of the Mediation Notice;either party may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other party with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) calendar days following receipt of the Arbitration Notice, the other party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating party or provide the name of one arbitrator nominated by that other party.
- 15) The Municipalities shall, within thirty (30) calendar days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either party may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving party’s response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) calendar days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator’s decision is final and binding upon the Municipalities subject only a party’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator’s discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions they must be considered in the decision.

- 24) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection (2). Each municipality's proportion of the costs will be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.
- 25) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

CORRESPONDENCE

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

a. In the case of Municipal District of Smoky River No. 130 to:

**Municipal District of Smoky River No. 130
c/o Chief Administrative Officer
P.O. Box 210
Falher, AB, T0H 1M0**

b. In the case of the Village of Girouxville to:

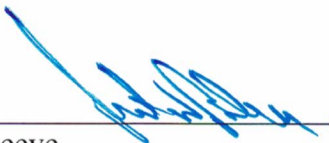
**Village of Girouxville
c/o Chief Administrative Officer
P.O. Box 276
Girouxville, AB T0H 1S0**

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

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

MUNICIPAL DISTRICT OF
SMOKY RIVER NO. 130

VILLAGE OF GIROUXVILLE



Reeve



Mayor



Chief Administrative Officer



Chief Administrative Officer

Bylaw Number: 19-928

Bylaw Number: 19-12