

Intermunicipal Collaboration Framework

Between

Municipal District of Peace No. 135

and

Town of Grimshaw

REVIEW SCHEDULE

October 2021 – Municipal Elections – review within 1 year if new councillors

November 2024 – full review of ICF if one has not been done already

Intermunicipal Collaboration Framework Agreement

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BYLAW No. 9/2019

A Bylaw of the Municipal District of Peace No. 135, in the Province of Alberta, for the purpose of adopting the Municipal District of Peace No. 135 and the Town of Grimshaw Intermunicipal Collaboration Framework (ICF), pursuant to the current Municipal Government Act mandate.

WHEREAS Division 1, Section 708.28 (1) of the Municipal Government Act as of February 1, 2019, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework (ICF) 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 Municipal District of Peace No. 135 and the Town of Grimshaw share a common border;

WHEREAS the Municipal District of Peace No. 135 and the Town of Grimshaw share common interests and are desirous of working together to provide services to their residents;

THEREFORE, BE IT RESOLVED that the Council of the Municipal District of Peace No. 135, in the Province of Alberta, adopts the Municipal District of Peace No. 135 and the Town of Grimshaw Intermunicipal Collaboration Framework Agreement, being the document attached hereto and forming part of this Bylaw.

This Bylaw comes into force and effect on the date of passing of Third Reading.

Read a first time this 26 day of November, 2019.

Read a second time this 26 day of November, 2019.

Read a third and final time this 26 day of November, 2019.



Reeve



Chief Administrative Officer

Bylaw No. 1199

A Bylaw of the Town of Grimshaw, in the Province of Alberta, for the purpose of adopting the Municipal District of Peace No. 135 and the Town of Grimshaw Intermunicipal Collaboration Framework (ICF), pursuant to the current Municipal Government Act mandate.

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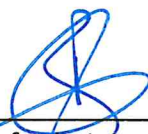
Read a first time this 27 day of November, 2019.

Read a second time this 27 day of November, 2019.

Read a third and final time this 27 day of November, 2019.



Mayor



Chief Administrative Officer

**INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF)
BETWEEN
THE TOWN OF GRIMSHAW
AND
THE MUNICIPAL DISTRICT OF PEACE NO. 135**

WHEREAS, the Municipal District of Peace No. 135 and the Town of Grimshaw share a common border; and

WHEREAS, the Municipal District of Peace No. 135 and the Town of Grimshaw share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and the funding arrangements for these services.

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

A. TERM AND REVIEW

1. In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on the final passing of matching bylaws that contain the Framework by both the Municipality and the Town.
2. This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
3. As per section 708.32(l) of the MGA, the Municipal District of Peace No. 135 and the Town of Grimshaw must review the Framework at least once every five years after the Framework is created, commencing no later than 2024.
4. A full review of the ICF shall be completed within a year following a municipal election where new Councillors are elected to either municipality. If new Councillors are not elected to either municipality over a 4-year timeframe, full review of the ICF shall be completed in the fifth (5) year from the date of adoption of the ICF.

B. INTERMUNICIPAL COOPERATION

1. In order to provide a consistent approach for intermunicipal discussion between administrations, joint council meetings will be necessary to allow formal communication between municipalities, and to serve as a forum to address any intermunicipal issues/disputes that may arise. The Councils will be responsible for facilitating ongoing communication, review and sharing of information with respect to administering the ICF, which must include discussions on the following:
 - a) transportation
 - b) water and wastewater
 - c) solid waste
 - d) emergency services
 - e) recreation

- f) any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.
2. A minimum total of three (3) Council members from each municipality must be present to form a quorum, but it is expected that members from both Councils will want to be present. Each Council member will have one (1) equal vote for any matters which are voted upon.
 3. Members of Council attending joint Council meetings for the purpose of the ICF shall be responsible for:
 - a) making recommendations on intermunicipal service agreements to the respective Council.
 - b) monitoring the progress of the ICF, including but not limited to a five (5) year review of all the intermunicipal agreements between the Town of Grimshaw and the Municipal District of Peace No.135.
 - c) reviewing proposed amendments to the ICF and providing recommendations to each Council.

C. MUNICIPAL SERVICES OFFERED INDEPENDENTLY

1. Both the MD and the Town have reviewed the services offered to residents and have agreed that the best and most efficient way to provide the following services to residents is independently:

Town of Grimshaw

1. Transportation
 - street sweeping
 - street snowplowing
 - dust control on streets/alleys
 - road maintenance
2. Water and Wastewater
 - Town water and sewer
 - Town has a lagoon in the MD of Peace
3. Solid Waste
 - Town is a member of Long Lake Regional Waste Commission
 - Curbside garbage collection
 - Curbside recycling
4. Emergency Services
 - Grimshaw Volunteer Fire Department
5. Recreation
 - Historic Mackenzie Highway Park
 - Kinsmen Park
 - Veidt Park
 - Diebert Memorial Park (Lions)
 - Skatepark
 - Mile Zero Regional Multiplex
 - Grimshaw & District Swimming Pool
 - Shared Schools Theatre

M.D. of Peace No. 135

1. Transportation
 - municipal road blading
 - municipal road & driveway (user pay) snowplowing
 - dust control in front of residences (user pay)
 - bridge and culvert maintenance
2. Water and Wastewater
 - Hamlet Water and Sewer
 - MD has one lagoon for the Hamlet
 - Community Wells (3)
3. Solid Waste
 - Griffin Creek Landfill
4. Emergency Services
 - Brownvale Volunteer Fire Department west of RR241
 - Contract with Town of Grimshaw for area east of RR241
5. Recreation
 - Strong Creek Park
 - Lac Cardinal Recreation Lease
 - Brownvale Ball Park/Campground
 - Elk Island Campground
 - Brownvale Playground

6. Other

- Bylaw Enforcement/Animal Control
- Grimshaw Library
- Grimshaw W.I. Cemetery
- All necessary administrative services for the Town except as detailed elsewhere in this document.

6. Other

- Rural Addressing
- MD of Peace Library Board
- Berwyn Cemetery
- Brownvale Cemetery
- Griffin Creek Cemetery
- MD of Peace Agricultural Service Board

D. EXISTING INTERMUNICIPAL SERVICES, DELIVERY AND FUNDING METHOD

Transportation

- CAOs will decide with Public Works where there may be ways to maximize efficiencies working together, such as in the areas of street/road blading or snowplowing

Water & Wastewater

- Town of Grimshaw provides water and sewer systems services to the M.D. of Peace at an hourly rate, through a Regional Water Operator Services Agreement. Term: January 1, 2019 – December 31, 2022.
- Effluent is discharged on an as needed basis from the Town of Grimshaw Lagoon into the MD of Peace road ditches, with appropriate staff being notified prior to discharge taking place in order to ensure smooth flow with no obstacles
- Grimshaw Gravels Aquifer Management Advisory Association (6 municipalities jointly involved in protecting the Grimshaw Gravels Aquifer)

Solid Waste

None

Emergency Services

- provided by the Town of Grimshaw Volunteer Fire Department to the residents of the MD of Peace on a cost recovery basis from the MD of Peace. Term: January 1, 2019 – December 31, 2022. Lead municipality: MD of Peace No.135
- Peace Regional Mutual Aid Agreement (joint with 7 municipalities) to provide fire protection services as required and able, with shared costs. Term: February 2017 with automatic renewal every two years. No lead municipality

Recreation

- recreation facilities maintained by the Town of Grimshaw for use by MD of Peace residents, for an annual lump sum payment from the MD of Peace. Term: January 1, 2019 – December 31, 2022. Lead municipality: MD of Peace No. 135

Other

- FCSS services provided by the Town of Grimshaw to the residents of the MD of Peace, for an annual lump sum payment from the MD of Peace. Term: January 1, 2019 – December 31, 2022. Lead municipality: MD of Peace No. 135
- Weed Inspection services provided by the MD of Peace to the Town of Grimshaw at the MD's cost. Term: January 1, 2019 – December 31, 2022. Lead municipality: MD of Peace No. 135
- Grimshaw Regional Healthcare Attraction and Retention Committee: formed to attract and retain medical professionals for the Grimshaw region. Joint with three municipalities. No Term

- Weed Control technical services provided by the MD of Peace to the Town of Grimshaw contracted weed inspector at no charge to the town. Term: January 1, 2019 – December 31, 2022. Lead municipality: MD of Peace No. 135
- The Town of Grimshaw, MD of Peace No. 135 and three other municipalities entered into an Agreement for the period June 15, 2016 to June 15, 2022 (all municipalities agreed to extend agreement for another 3 years) for Regional Assessment Review Board services with costs shared. There is no lead municipality
- Lac Cardinal Intermunicipal Development Plan (joint with three municipalities). Term: February 2016 No lead municipality
- Lac Cardinal Regional Economic Development Board (joint with three municipalities) for shared economic development services, with costs shared. Term: January 1, 2019 to December 31, 2022. No lead municipality
- Peace Regional Subdivision and Development Appeal Board (joint with 16 municipalities). Term: August 1, 2019. No Lead municipality

Any Agreements as noted above may be terminated, replaced or updated from time to time and subsequent agreements shall be deemed automatically in effect and respected by this ICF Agreement.

E. SERVICES PROVIDED BY A THIRD PARTY TO EACH MUNICIPALITY:

Town of Grimshaw

1. Transportation - none
2. Water and Wastewater - none
3. Solid Waste
 - Long Lake Regional Waste Commission
4. Emergency Services
 - Ambulance Services
 - RCMP
5. Other
 - Planning (MMSA)
 - North Peace Housing Foundation
 - Mighty Peace Tourism
 - Assessment Services

M.D. of Peace No. 135

1. Transportation
 - dust control
2. Water and Wastewater - none
3. Solid Waste
 - removal of white goods, tires, electronics from landfill
4. Emergency Services
 - Ambulance Services
 - RCMP
5. Other
 - Planning (MMSA)
 - North Peace Housing Foundation
 - Mighty Peace Tourism
 - Assessment Services
 - Animal Control Services in Hamlet

F. DISPUTE RESOLUTION:

As per Section 708.45(l) of the MGA, every framework must contain provisions respecting a binding dispute resolution process that meets the requirements of the regulations for resolving disputes with respect to

- a. the interpretation, implementation or application of the Framework, and
- b. any contravention or alleged contravention of the framework.

The intent of the dispute resolution process is to facilitate mediation and a resolution at the municipal (local) level before arbitration is utilized. This process assumes that each municipality will have differences of opinion and a resolution mechanism may be necessary. It is important that throughout the various processes of dispute resolution, all parties engaged to resolve disputes are mindful of and respect the rights of the private interests involved.

Any matters regarding dispute resolution which are not addressed specifically within this dispute resolution process shall be addressed per Part 17.2 Intermunicipal Collaboration of the *Municipal Government Act* or the Intermunicipal Collaboration Framework Regulation.

1. The Town of Grimshaw and Municipal District of Peace No. 135 are committed to resolving any disputes in a non-adversarial and cost-efficient manner.
2. The Town and the MD 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 following process shall be followed:
 - a. At any time during the dispute resolution process, either municipality shall be able to initiate a formal mediation process through a third-party to attempt to resolve the issue/dispute.
 - b. When a potential intermunicipal dispute arises regarding a technical or procedural matter, including a clerical error or any misinterpretation of this ICF or any other servicing agreements between the Town and the MD, it will be directed to the Chief Administrative Officer (CAO) of each municipality.
 - c. If a dispute relating to servicing agreements between the Town and the MD cannot be resolved by the respective CAOs, the municipality who identified the issue shall request that a joint Council meeting be scheduled to discuss the dispute/issue. At such time, within 14 days of the joint Council meeting being requested, the Councils shall meet and review the issue and attempt to resolve it through consensus.
 - d. If a dispute cannot be resolved by a joint meeting of the Councils, a mediator shall be obtained to resolve the dispute.
 - e. If mediation is unsuccessful, binding arbitration shall be utilized to resolve the dispute.
4. Should mediation be necessary, both municipalities shall agree upon the mediator, or if they cannot agree, the Minister of Municipal Affairs shall choose the mediator. The cost of the mediator shall be shared equally between the parties.
5. Should arbitration be necessary, both municipalities shall agree upon the arbitrator, or if they cannot agree, the Minister of Municipal Affairs shall choose the arbitrator. The cost of the arbitrator shall be shared equally between the parties.
6. Any and all decisions made by an arbitrator shall be binding to all parties.

G. FILING OF INTERMUNICIPAL DEVELOPMENT PLAN

As per Section 708.3(l) of the MGA, a framework is not complete unless the Councils of the municipalities that are party to the Framework have also adopted an intermunicipal development plan under Section 631 or an intermunicipal development plan is included as an appendix to the Framework.

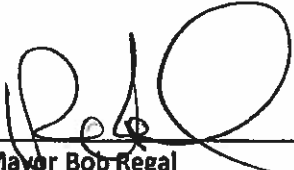
To comply with this section of the MGA, an IDP which both municipalities agree to, will be attached to the ICF in the appendices whereby the bylaw adopting the ICF will also adopt the IDP.

H. SIGNATORIES

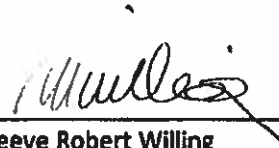
The Signatories to this Agreement are the Town of Grimshaw and the Municipal District of Peace No. 135.

Signatories hereby execute this Agreement under their respective corporate seals and by elected officials and duly Authorized Officers.


Signed this 28 day of November, 2019 in Berwyn/Grimshaw, Alberta.



Mayor Bob Regal
Town of Grimshaw



Reeve Robert Willing
Municipal District of Peace No. 135



CAO Brian Allen
Town of Grimshaw



CAO Barbara Johnson
Municipal District of Peace No. 135

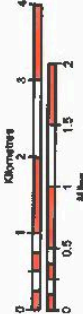


Intermunicipal Development Plan

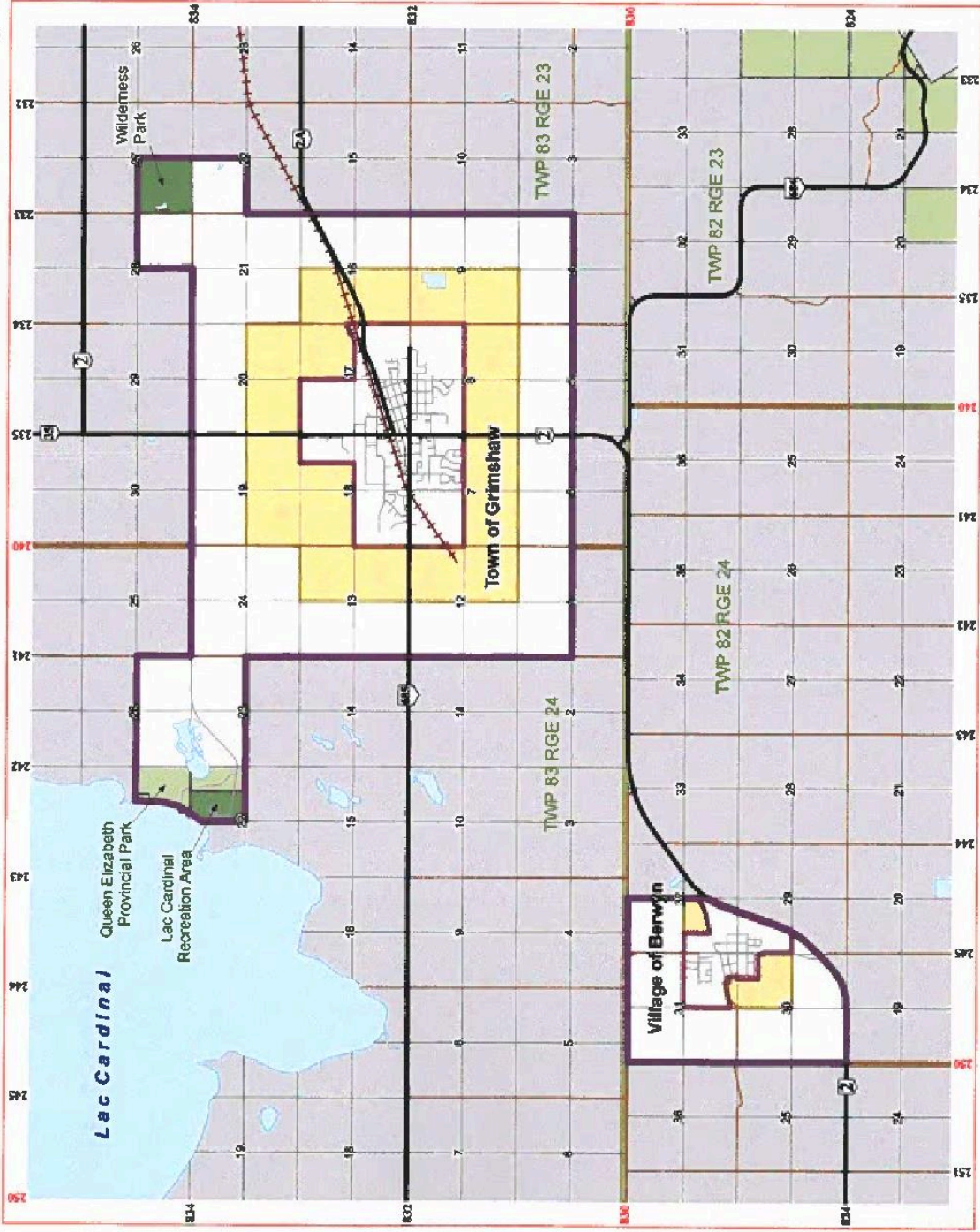
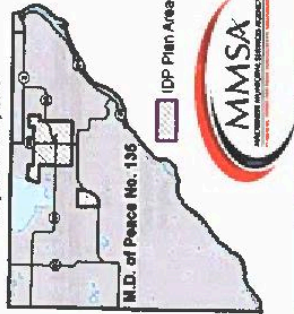
Schedule A:

Plan Area

- IDP Plan Area
- Urban Fringe
- Town/Village
- Highway
- Municipal Paved Road
- Municipal Unpaved Road
- Railway
- MO 136 Parkland
- Crown Land
- Water Feature
- Township Line
- Quarter Section Line



Map Projection: UTM Zone 11N - NAD 83
 Data Source: AHAUS LRM
 Adopted: February 2016



APPENDICES

1. January 2019 Regional Water Operator Services Agreement
2. Muni letters re Grimshaw Gravels Aquifer Management Advisory Association
3. June 2016 Fire Services Agreement for Area Between RR241 and RR225
4. January 2018 Fire Services Agreement for Area from RR225 to Town of Peace River Border
5. Peace Regional Mutual Aid Agreement
6. Regional Assessment Review Board Agreement
7. Lac Cardinal Intermunicipal Development Plan
8. Lac Cardinal Regional Economic Development Board
9. Peace Regional Subdivision and Development Appeal Board