



AGENDA

Monday, October 7, 2024 at 7:00 p.m.
Council Chambers at the Tom Hornecker
Recreation Centre, 2nd Floor, 2122 – 18 Street

REGULAR COUNCIL MEETING

1. CALL TO ORDER & ADOPTION OF AGENDA:

2. PRESENTATIONS: None Scheduled

3. REPORTS:

3.1 CHIEF ADMINISTRATIVE OFFICER:

- 3.1.1 Status Report – E
- 3.1.2 Capital Plan Status - E

4. ADOPTION OF MINUTES OF PREVIOUS MEETINGS:

4.1 ADOPTION:

- 4.1.1 September 16, 2024 Regular Meeting - E
- 4.1.2 September 30, 2024 Committee of the Whole Meeting - E

4.2 BUSINESS ARISING FROM THE MINUTES:

5. NEW & UNFINISHED BUSINESS:

- 5.1 Request for Decision – ATCO & Fortis Franchise fees - E
- 5.2 Information Brief – Dog Shelter Agreement - E
- 5.3 Request for Decision - Willow Creek Regional Intermunicipal Collaborative Framework Bylaw 1399/24 - E
- 5.4 Information Brief – Council Vacancy - E
- 5.5 Request for Decision – Property Subclass Bylaw - E
- 5.6 Request for Decision – Snow and Ice Control Policy Update - E

6. CORRESPONDENCE:

6.1 FOR ACTION:

6.1.1 Rowan House Society – Proclamation of Family Violence Month - E

6.2 FOR INFORMATION:

6.2.1 Nanton School Enhancement Committee Update - E

7. CLOSED CONFIDENTIAL SESSION:

8. ADJOURNMENT:



STATUS REPORT

Meeting: October 7th 2024
 Agenda Item: 3.1.1

Completed = C Under Review = UR In Progress = IP No Further Action = NFA On Hold - HOLD

CAO = Chief Administrative Officer CS = Corporate Services OP = Operations Manager
 DO = Development Officer LS = Legislative Services OTHER = Staff/Contractor/etc.

COMMITTEES: GOV = Governance FIN = Finance SERV = Services REC = Recreation & Culture
 ECD = Economic & Community Develop CW = Committee of the Whole

Items will move to "DEPARTMENT" or "COMMITTEE" after first reporting to Council.

COUNCIL MEETING

Res #	Description	Notes	Status	FWD
Regular Meeting September 16, 2024				

COUNCIL

Res #	Description	Notes	Status	FWD
Committee Recommendations				
23/10/16	Funding public skate – incorporation into policy, preferably the ice allocation policy	Reg 23/11/06	IP	LS/CS
9-24/01/08	Policy for Public Recognition	Oct COW Meeting	IP	LS
36-24/02/05	RFD – Community Centre Utilities		IP	CS
68-24/03/04	RFD – Tribute Wall location		IP	CAO/CS
77-24/03/18	RFD cost of Fire Services to cover AHS ambulance		IP	CS/CAO
94-24/03/15	ICF/MOU with FC/THR and possibly Okotoks re water	Part of project management work	IP	CAO
148-24/05/06	Road and Storm water engineering – cost of construction		IP	CAO
4-24/05/27-CW	RFD on small business property non-res sub classes	October 7th REG	C	CAO
196-24/07/15	ATCO Franchise agreement	October 7th REG	IP	CS
211-24/08/12	Community Center Green Initiative Grant		IP	CS
223-24/09/03	Letter re Joint Grant application MD for Spring Line	Application submitted	C	CAO

DEPARTMENTS

Res #	Description	Notes	ST	fw
148-23/05/15	Wastewater Plant upgrade – Town funding \$581,900 borrowing & \$581,900 reserves Additional funding recd 6.2.2 24/01/22 – Aeration project	Borrow bylaw req'd \$184,620	IP	CS
222 - 23/09/05	Purchase skid-mounted flusher in 2024 budget process	4-23/08/30 on order	C	CS/OPS
262 – 23/10/02	Additional Utility Operator consideration in 2024 budget	hired	C	CS

ITEMS ON HOLD FOR FUTURE SCHEDULING/CONSIDERATION

Res #	Description	Notes
90 -23/03/20	Collaborate w/ Nanton Fire Chief to review number of firefighters for required level of service	Fire Chief/CAL
135-23/05/01	Application for a solar feasibility assessment for Town's facilities or unserviced industrial lands	Future consideration contingent on Climate Action Centre funding – CS
CAO Comment: <i>These items should be individually discussed at a future Committee of the Whole.</i>		





CAPITAL PLAN STATUS

Meeting: October 7th, 2024
 Agenda Item: 3.1.2

*Deferred in green text
 2024 Items Only*

Roadway Infrastructure	Lead: Public Works	BUDGET	SOURCE
Patching & Silver Willow Lodge area curb/gutter/parking expansion project		\$150,000	CCBF
Sidewalk rehab & replacement - various locations COMPLETE		\$75,000	CCBF

Notes:

- The Silver Willow Lodge project is likely being deferred in favour of the resources required to deal with the 29th Avenue service line renewals over this year and next. A great deal of road surface will require replacement.

Utility Infrastructure	Lead: Manager of Operations	BUDGET	SOURCE
Wastewater Treatment Plant (Dewatering)		\$3,026,000	AMWWP/Reserves/ Borrowing
Hydrant & Valves		\$50,000	CCBF
Wastewater collection system relining COMPLETE		\$75,000	CCBF
WWTP Equipment (flusher) ORDERED 2025 DELIVERY		\$200,000	LGFF

Notes:

- MPE Engineering lead the de-watering work.
- Fournier dewatering technology (3 channel) ordered and down payment made – installation summer 2025.
- Flusher will be ordered, but a suitable vehicle must also be sourced.
- Re-lining focused on 17th and 19th streets – some work by McGills completed.
- Hydrant and valve work can be deferred and budgeted money used for 29th avenue service line renewals.

Parks & Trails	Lead: Rec Facility Supervisor	BUDGET	SOURCE
Playground updates		\$20,000	LGFF

Notes: Work deferred to 2025

Buildings	Lead: Various	BUDGET	SOURCE
THRC – Arena Warm Room glass/ window wall COMPLETE		\$50,000	LGFF
THRC – Elevator/lift with building modifications		\$500,000	LGFF
Pool updates – valves and structural concrete		\$50,000	LGFF
Firehall – Curb & approach updates UNDER WAY		\$15,000	LGFF
Town Shop – LED lighting, ventilation and roof repairs UNDER WAY		\$45,000	Reserves
Recycling Centre/ Yard Waste – Fencing COMPLETE		\$35,000	LGFF



Notes:

Federal funding declined on THRC proposals.
 Pool valves project is now complete – structural concrete deferred

Vehicles & Equipment	Lead: Public Works/ Rec/Bylaw	BUDGET	SOURCE
Recreation - Ice Re-surfacer COMPLETE		\$175,000	LGFF/MCAC
PW Pickup		\$35,000	Operating
Bylaw Enforcement – vehicle NEARING COMPLETION		\$50,000	Reserves
Fire – Breathing Apparatus units & dual band radios COMPLETE		\$84,000	Reserves
Parks Mower (Zero Turn) COMPLETE		\$30,000	LGFF

Notes:

- PW pickup – still investigating different options.

Land Development

Industrial roads proposal and order of magnitude estimate - CIMA engineering engaged.

Public Realm & Development

There are no Public Realm & Development items at this time - this would be changed through the inclusion of priorities in the municipal strategic plan (by resolution and the allocation of funds). The two following grant-dependent projects remain in limbo until we hear from the federal granting department:

Library Raingarden (grant dependent)	\$56,500
VIC Raingarden/secondary phase (grant dependent)	\$567,500

This unfortunate wait also means that it is extremely difficult to forecast Public Realm reserve use or pressures.

Only one potentially deferred item (pickup is from the current year operating budget). It's not going to happen in 2024 these funds should be transferred to reserve.





MINUTES

September 16, 2024, 2024 at 7:00 p.m.
Council Chambers at the Tom Hornecker
Recreation Centre, 2122 – 18 Street

REGULAR COUNCIL MEETING

COUNCIL PRESENT: Mayor Jennifer Handley and Councillors Victor Czop, John Dozeman, Roger Miller, Dave Mitchell, Ken Sorenson and Kevin Todd.

OTHERS PRESENT: Neil Smith Chief Administrative Officer
Clayton Gillespie Corporate Services Manager
Sara-Lynn Lyons Legislative Services & Communications

1. CALL TO ORDER & ADOPTION OF THE AGENDA:

The Regular Meeting was called to order by Mayor Handley at 7:00 p.m.

RESOLUTION # 225 – 24/09/16 - Todd

The Regular Council agenda for September 16, 2024 was accepted with the following changes:

7.1 Disclosure Harmful to Intergovernmental Relations and Advice from Officials FOIP s. 21 & 24
CARRIED

2. PRESENTATIONS: None

3. REPORTS:

3.1 CHIEF ADMINISTRATIVE OFFICER:

- 3.1.1 Status Report – E
- 3.1.2 Capital Plan Status - E
- 3.1.3 Monthly Report – E

3.2 FINANCIAL:

- 3.2.1 Accounts Payable Reports for August 2024

3.3 DEPARTMENT:

- 3.3.1 Corporate Services Manager - E
- 3.3.2 Operations Manager - E
- 3.3.3 Planning & Development Officer - E
- 3.3.4 Fire Chief
- 3.3.5 Peace Officer - E
- 3.3.6 Emergency Management

3.4 COUNCIL:

- 3.4.1 MAYOR JENNIFER HANDLEY
- 3.4.2 COUNCILLOR VICTOR CZOP
- 3.4.3 COUNCILLOR ROGER MILLER
- 3.4.4 COUNCILLOR DAVE MITCHELL

- 3.4.5 COUNCILLOR KEN SORENSON
- 3.4.6 COUNCILLOR KEVIN TODD
- 3.4.7 COUNCILLOR JOHN DOZEMAN

RESOLUTION # 226 – 24/09/16 - Mitchell

Moved that all written reports, as recorded on the agenda for September 16, 2024, be received for information and filing. CARRIED

4. ADOPTION OF MINUTES OF PREVIOUS MEETINGS:

4.1 ADOPTION:

4.1.1 September 3, 2024 Regular Council Meeting Minutes – E

RESOLUTION # 227– 24/09/16 - Miller

The Councillors all having read the minutes and there being no errors, omissions or corrections, the Minutes of the Regular Meeting of the Council of the Town of Nanton held September 3, 2024, were accepted as distributed. CARRIED

4.2 BUSINESS ARISING FROM THE MINUTES: None

5. NEW & UNFINISHED BUSINESS:

5.1 Information Brief Alberta Health Services Medical First Response Funds – E

RESOLUTION # 228 – 24/09/16 – Todd

Moved to approve the distribution of Medical First Response Funds as recommended by the Intermunicipal Emergency Services Fire Chief Committee in Resolution FCC-24/05.

Councillor Dozeman recused himself from the above resolution.

5.2 Information Brief Proposed Property Assessment Subclass Bylaw 1398 – E

6. CORRESPONDENCE:

6.1 FOR ACTION:

6.2 FOR INFORMATION:

- 6.2.1 Mayor letter -Smith's 60th Wedding Anniversary - E
- 6.2.2 Mayor letter – Municipal District of Willow ACP Grant for Spring Line and Response - E
- 6.2.3 Municipal Affairs 2025 Fire Services Training Program Grant - E
- 6.2.4 Livingstone Range School Division August Report of May 2024 Meeting - E

7. CLOSED CONFIDENTIAL SESSION:

RESOLUTION # 229 – 24/09/16 - Czop

IT WAS MOVED to recess the Regular Meeting at 7:44 p.m. in order to hold “Closed Confidential Sessions” pursuant to Section 197(2) of the Municipal Government Act, RSA 2000, Chapter M-26 and the Freedom of Information and Protection of Privacy Act, as follows:

7.1 Disclosure Harmful to Intergovernmental Relations and Advice from Officials FOIP s. 21 & 24
CARRIED

Clayton Gillespie and Sara-Lyons left the meeting at 7:45 p.m.

Mayor Jennifer Handley and Councillors Kevin Todd and John Dozeman left the meeting at 7:54 p.m.

Councillor Kevin Todd returned to the meeting at 8:19 p.m.

RESOLUTION # 230 – 24/09/16 - Todd

IT WAS MOVED to reconvene the Regular Meeting at 8:43 p.m. CARRIED

RESOLUTION # 231 – 24/09/16 - Mitchell

Moved to accept Councillor Todd’s resignation as received. CARRIED

8. ADJOURNMENT:

RESOLUTION # 232 – 24/09/16 - Czop

IT WAS MOVED to adjourn the Regular Meeting of Council at 8:44 p.m.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

NS:sl

These minutes accepted and signed this 7th day of October, 2024.



MINUTES

Mondy September 30, 2024 at 7:00 p.m.
Council Chambers at the Tom Hornecker
Recreation Centre, 2122 – 18 Street

COUNCIL COMMITTEE OF THE WHOLE MEETING

COUNCIL PRESENT: Mayor Jennifer Handley and Councillors Victor Czop, John Dozeman, Roger Miller, Dave Mitchell, and Ken Sorenson

OTHERS PRESENT: Neil Smith Chief Administrative Officer (electronic attendance)
Clayton Gillespie Corporate Services Manager
Sara-Lynn Lyons Legislative Services & Communications

Truth and Reconciliation Statement

Before we begin, I want to take a moment to acknowledge the importance of truth and reconciliation. We recognize the history and ongoing impacts of colonialism and commit to fostering understanding and respect for Indigenous peoples and their rights.

In the spirit of reconciliation, Council of the Town of Nanton acknowledges that we live, work, and play on the traditional territories of the people of the Treaty 7 region in Southern Alberta, which includes the Blackfoot Confederacy (comprised of the Siksika, Piikani, and Kainai First Nations), as well as the Tsuut'ina First Nation, and the Stoney Nakoda (including the Chiniki, Bearspaw, and Goodstoney First Nations).

We acknowledge the many First Nations, Metis and Inuit peoples whose footsteps have marked these lands for generations. We are grateful for the traditional Knowledge Keepers and Elders who are still with us today and those who have gone before us. We recognize the land as an act of reconciliation and gratitude to those whose territory we reside on or are visiting.

1. CALL TO ORDER & ADOPTION OF THE AGENDA:

The Committee of the Whole Meeting was called to order by Mayor Handley at 7:00 p.m.

RESOLUTION # 1 – 24/09/30 – CW - Czop

The Committee of the Whole of Council agenda for September 30, 2024 was accepted as presented.
CARRIED

2. DELEGATIONS: None Scheduled

3. PRESENTATIONS BY DEPARTMENTS:

3.1 2025 Capital Budget Information Brief

Clayton Gillespie, Corporate Services Manager, presented the 2025 capital budget to Council for feedback and information.

RESOLUTION # 2 – 24/09/30 – CW - Dozeman

Moved that all written reports, as recorded on the agenda for September 30, 2024, be received for information and filing. CARRIED

4. MAYOR AND COUNCILLOR INQUIRIES:

5. NEXT COMMITTEE OF THE WHOLE MEETING:

5.1 Monday October 28, 2024

6. ADJOURNMENT:

RESOLUTION # 3 - 24/09/30 – CW - Dozeman

IT WAS MOVED to adjourn the Committee of the Whole of Council Meeting at 8:02 p.m.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

NS:sl

These minutes accepted and signed this 7th day of October, 2024.



REQUEST FOR DECISION

Meeting: October 7, 2024
Agenda Item: 5.1

Franchise Fees

ADMINISTRATIVE RECOMMENDATION:

To hold the Atco and Fortis franchise fees at the current rates for the 2025 calendar year.

DECISION OPTIONS:

#1 Direct administration to hold the Atco and Fortis franchise fees at the current rates for the 2025 calendar year.

#2 – Council approve an increase the Fortis franchise fee for 2025 to ___% and an increase to Atco franchise fees for 2025 to ____%

#3 – Council approve a decrease in Fortis franchise fees for 2025 to ___% and a decrease to Atco franchise fees for 2025 to ____%

PURPOSE:

The Town has franchise agreements in place with Atco Gas and Fortis (new Atco agreement currently in the works) - annually, as part of the franchise agreements the Town is given the opportunity to change the fee provided the proper notifications are sent out.

BACKGROUND / IMPLICATIONS:

In 2022 council approved a new policy (No. 13-348-22/11/07) which sets out the parameters around changes to franchise fees. Administration has received the annual notice from Fortis and Atco for the 2025 year and prepared this brief outlining its recommendation. As per the policy the average of all franchise fees across the province is to be calculated and then compared to the Town's current fee. If the provincial average is more than half a percentage point higher than the Nanton fee, a change should be implemented. If the provincial average is less than half a percentage point different than the Nanton fee, then no change is necessary.

For 2024, the Fortis franchise fee average has been calculated at 9.88% which is up slightly from the 9.46% that it was in 2023. The Town of Nanton fortis franchise fee sits at 9% and so we are in line with the average, but the average is more than half a percentage point higher. Based on the policy an increase should be implemented.

The Atco franchise fee for 2024 has been calculated at 19.96% and this is also a small increase up from the 2023 average of 19.45. The Town of Nanton Atco franchise fee is currently at 19% and so again we are close to the provincial average, but the average is more than half a percentage point higher and per the policy a change should be implemented.

Due to the timing of the current Atco Franchise agreement renewal, we won't be able to make a change to the franchise fee until the spring of 2025. We could still make a change to the Fortis franchise fee but because we are still very close to the average a change isn't really necessary. If we keep both fees at the current rate the estimated revenue would look as follows:

Fortis at 9%	= \$196,558	(at 9.88%, potential revenue is estimated to be \$215,777)
Atco at 19%	= <u>\$151,175</u>	(at 19.96%, potential revenue is estimated to be \$158,812)
Total	= \$347,733	

In comparison, the 2024 franchise fee revenue is currently projected to be \$350,000 and this is based off an original estimate from Atco and Fortis in the fall of 2023 of \$332,037. The actual/final 2024 revenues could vary slightly of course from this.

As one can see, there is \$26,856 more in revenue that could be made by increasing the fees. However, the actual franchise fees generated are normally higher than the initial estimate (looks to be 5% in 2024). If we apply this thinking in 2025 the actual revenues could be as high as \$362,000 at the current rates. The fortis franchise fee has been at 9% since the start of 2019 and the Atco franchise fee was put in place at the start of 2023.

From a budget perspective, additional revenue is always welcome but as we know the revenue is generated by a fee that Atco and Fortis charge to its Nanton customers – approximately \$185 per year depending on consumption. Any change would correspondingly affect ratepayers. It’s important to note though the fee is a little different than the taxes the municipality levies since all users of power and gas are charged this fee – several of these proprietries are exempt from municipal taxes.

If we follow the policy, there should be an increase but the increase in revenue is relatively small. As mentioned, due to the timing of the Atco Franchise agreement renewal any increase would have to wait until probably April. We could also defer a Fortis increase to the same time as an option. Because we are still very close to the average administration would not recommend any changes at this time.

As a reminder, in 2022 council also implemented a change to the reserve policy that created the Nanton Community Sustainability reserve. This came about as an increase to the Atco franchise fee was implemented at the start of 2023 and this increased revenue would go into this new reserve. Per the new policy, 10% of franchise revenue will go to this reserve, up to a maximum of \$20,000. Administration is glad to report that we’ve reached the annual ceiling contribution of \$20,000 for the new reserve as well as \$40,000 for the public realm reserve.

ALTERNATIVES:

- REFER to (Administration or Committee) _____
- DEFER the matter to the Council meeting of (date) _____

Financial (GL# / Amount): _____

Communications/PR:

Applicable Legislation:

Attachments: Atco Gas and Fortis Alberta Municipal Franchise fee riders

Prepared By: Clayton Gillespie, Corporate Services Manager

Date: October 2, 2024



APPROVED BY: Neil Smith, Chief Administrative Officer:

NANTON STRATEGIC PLAN ALIGNMENT	
<input type="checkbox"/> OPERATIONS	<input type="checkbox"/> EMERGENCY SERVICES
<input type="checkbox"/> PLANNING AND DEVELOPMENT	<input type="checkbox"/> COMMUNITY AND ECONOMIC DEVELOPMENT
<input checked="" type="checkbox"/> GOVERNANCE AND CORPORATE SERVICES	<input type="checkbox"/> NOT APPLICABLE
PRIORITY OR ACTION: CAPITAL PRIORITIES -	

August 27, 2024

Town of Nanton
PO Box 609
Nanton, AB, T0L 1R0

Attention: Mr. Neil Smith, Chief Administrative Officer

Re: Natural Gas Franchise Fee Estimate for 2025 - Nanton

As per the Natural Gas Distribution System Franchise Agreement between ATCO Gas and Pipelines Ltd. (**ATCO**) and the Town of Nanton, ATCO pays the Town of Nanton a franchise fee. The franchise fee is collected from gas customers within Nanton and is calculated as a percentage of ATCO’s revenue derived from the delivery tariff.

The franchise agreement requires that we provide ATCO’s total revenues derived from the delivery tariff within Nanton for 2023 and an estimate of total revenues to be derived from the delivery tariff within Nanton for 2025. The chart below provides this information as well as an estimate of your franchise fee revenue for the 2025 calendar year.

ATCO’s Delivery Tariff Revenue in 2023	ATCO’s Estimated Delivery Tariff Revenue for 2025	Your Current Franchise Fee Percentage	Your Estimated Franchise Fees for 2025
\$720,453	\$795,656	19.00%	\$151,175

Please note that the estimated delivery tariff revenue for 2025 can be impacted by changes in customer operations and weather. Additionally, ATCO has utilized forecast 2025 delivery rates, however, they have not yet been approved by the Alberta Utilities Commission. ATCO commits to providing updated franchise fee revenue forecasts at a future date should there be material impacts related to any update of these forecast assumptions.

Under the franchise agreement, the Town of Nanton has the option of changing the franchise fee percentage for 2025. If you are considering changing the franchise fee in 2025, please contact us as soon as possible to learn about the process. We will guide you through the process and will file an application with the Alberta Utilities Commission (AUC) for approval. A request to change the franchise fee must be made in writing and must be received by ATCO on or before October 15th, 2024.

We trust you will find this information useful. Should you have any questions or require anything further, please do not hesitate to contact me at Chris.Blunt@atco.com.

Yours truly,



Chris Blunt
Manager, Service Operations & Pressure Control South
ATCO Gas & Pipelines Ltd.

Electric Distribution Franchise Fee Percentages for 2025

As part of the Electrical Distribution System Franchise Agreement with FortisAlberta, the franchise fee percentage may be **increased or decreased once per calendar year, with written notice**. If there are no changes to the franchise fee percentage, the current franchise fee percentage will continue for 2025.

IMPORTANT TIMELINES TO ENSURE CHANGES TO THE FRANCHISE FEE PERCENTAGE ARE IMPLEMENTED BY JANUARY 1, 2025.

1. **Review** the attached letter, Franchise Fee Calculator, and present the recommendations to Council.
2. If Council is proposing an **increase or decrease to the franchise fee percentage**, the change in the franchise fee, including the impact on a customer's monthly bill is **required to be advertised in the local newspaper having the widest circulation within your municipality for two consecutive weeks**. (Please use the sample advertisement that is attached).
3. If **increasing** the franchise fee percentage, it must stay within the **Franchise Fee Cap of 20%** set by the Alberta Utilities Commission.
4. **By November 1st, 2024**, please **email** clear copies of the following documentation to stakeholderrelations@fortisalberta.com.

INCLUDE:

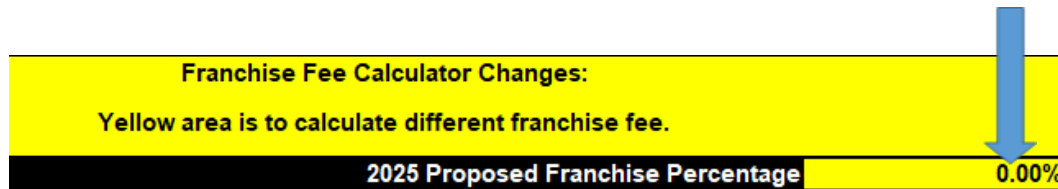
- ✓ Copies of **both** advertisements.
 - ✓ **Publication dates** for both advertisements.
 - ✓ Name & location of newspaper.
5. Late submissions, inaccurate or incomplete responses may delay the filing and necessary approval from the Alberta Utilities Commission. Late submissions will be filed with the Alberta Utilities Commission in February with an anticipated effective date of **April 1, 2025**.

6. If Council decides to maintain the current franchise fee percentage, no advertising is required, simply notify us via email at stakeholderrelations@fortisalberta.com.

TIPS FOR USING THE FRANCHISE CALCULATOR

Attached is the FortisAlberta Franchise Calculator specific to your municipality. The calculator is intended to assist in **estimating** franchise fee revenues for 2025.

- On the first tab: **Financial Impacts**, the Franchise Fee percentage (**yellow cell**) can be **changed to model different scenarios**. By changing the percentage in this **cell**, the spreadsheet will automatically update to reflect the estimated revenue for 2025.



Franchise Fee Calculator Changes: Yellow area is to calculate different franchise fee.	
2025 Proposed Franchise Percentage	0.00%

- The second tab: **Residential Bill Impacts**, displays **the impact on an Average Residential Bill**. (This information is needed for the advertisement if the franchise fee percentage is being changed.)
- The third tab: **2022 – June 2024 YOY Data**, shows the franchise fee revenue collected by the municipality over the last two and a half years and linear taxes for the last three years. Site count and historical consumption information for the last three years are also included.

If you have any questions or concerns, please contact your Stakeholder Relations Manager.

Thank you,

Effective May 1, 2024 by AUC Disposition 28848-D01-2024
 This Replaces Rider "A"
 Previously Effective February 1, 2024

**ATCO GAS AND PIPELINES LTD. – NORTH RIDER "A"
 MUNICIPAL FRANCHISE FEE TO ALL RATES AND ANY OTHER RIDERS THERETO**

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" Municipal Franchise Fee are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues*.
 Method C. - Applied to gross revenues* and Rider "E".

<u>Municipalities – Method A</u>	<u>%</u>	<u>Effective Date yymmdd</u>	<u>Municipalities – Method A</u>	<u>%</u>	<u>Effective Date yymmdd</u>	<u>Municipalities – Method A</u>	<u>%</u>	<u>Effective Date yymmdd</u>
Alberta Beach	8.00	20/03/01	Golden Days	25.00	04/06/15	Rimbey	26.00	18/01/01
Alix	12.00	19/01/01	Grande Prairie	25.00	06/03/07	Rocky Mtn. House	30.00	15/01/01
Amisk	9.10	00/04/18	Grimshaw	30.00	12/02/15	Rycroft	30.00	16/02/10
Andrew	12.00	24/04/01	Hardisty	22.00	18/01/01	Ryley	10.00	16/02/01
Argentia Beach	0.00	10/07/09	Hines Creek	30.00	05/08/02	Seba Beach	20.00	10/06/03
Bashaw	13.00	23/01/01	Hinton ***	12.00	23/01/01	Sexsmith	25.00	07/04/24
Beaverlodge	11.50	20/01/01	Holden	3.50	14/01/01	Sherwood Park	22.00	10/07/01
Bentley	12.00	20/01/01	Hughenden	10.98	00/07/18	Silver Beach	20.00	05/03/24
Berwyn	22.00	19/01/07	Hythe	12.00	18/02/01	Slave Lake	29.50	24/01/01
Bittern Lake	7.00	18/01/01	Innisfree	25.00	08/09/08	Spirit River	24.00	01/06/18
Blackfalds	35.00	10/01/01	Irma	20.00	04/10/15	Spruce Grove	35.00	23/01/01
Bon Accord	23.00	22/01/01	Itaska	12.00	04/09/21	St. Albert	20.30	19/01/01
Breton	15.00	17/01/01	Jasper Muni	19.10	22/01/01	Stony Plain	35.00	21/02/01
Bruderheim	20.00	21/01/01	Jasper Ntl Pk	17.10	06/09/01	Swan Hills	10.00	21/01/01
Camrose	27.00	20/04/01	Kitscoty	15.00	24/01/01	Sylvan Lake	32.00	23/01/01
Caroline	35.00	21/01/01	Lacombe	29.75	24/01/01	Thorsby	35.00	23/03/01
Chipman	0.00	06/05/12	Lamont	35.00	04/05/10	Tofield	10.00	04/05/04
Clive	17.17	23/01/01	Lavoy	16.61	09/10/23	Vegreville	33.00	04/10/12
Clyde	11.00	24/01/01	Legal	25.00	22/01/01	Vermilion	22.00	21/01/01
Cold Lake	15.50	24/01/01	Lloydminster	26.50	24/01/01	Veteran	6.00	17/01/01
Consort	22.00	04/05/07	Lougheed	15.00	12/09/17	Viking	21.51	04/09/26
Coronation	10.05	09/07/14	Mannville	25.00	20/01/01	Wabamun	15.00	18/06/01
Czar	11.84	00/04/27	Mayerthorpe	20.20	24/01/01	Warburg	10.00	09/01/01
Donnelly	30.00	05/09/06	McLennan	24.00	05/05/19	Wembley	25.00	08/07/01
Drayton Valley***	22.00	04/10/22	Millet	22.00	08/01/01	Wetaskiwin	33.00	21/01/01
Eckville	20.00	16/03/01	Minburn	16.61	16/01/01	Whitecourt ***	33.55	24/01/01
Edgerton	15.00	22/01/01	Mirror	12.60	06/07/13			<u>Effective</u>
Edmonton	35.00	19/01/01	Mundare	23.00	20/04/01	<u>Municipalities –</u>		<u>Date</u>
Edson***	22.54	23/01/01	Nampa	16.84	04/04/22	<u>Method C</u>	<u>%</u>	<u>yymmdd</u>
Entwistle	17.32	10/02/22	Onoway	10.50	24/01/01	Eaglesham	5.26	05/06/08
Fairview	19.31	23/01/01	Oyen	30.00	08/01/17			
Falher	18.00	23/01/01	Peace River	32.00	22/01/01			
Fort McMurray	10.00	21/03/01	Point Alison	15.00	07/10/12			
Fort Saskatchewan	0.00	04/09/28	Ponoka	31.00	24/02/01			
Fox Creek	15.00	20/01/01	Provost	22.00	13/01/01			
Gibbons	30.00	05/10/01	Red Deer	35.00	17/01/01			
Girouxville	26.00	19/01/01						

* Gross Revenues are ATCO Gas total charges, less GST.
 *** Includes a \$10,000 maximum annual allowable assessment (Max) on any individual metered account.

Effective April 1, 2024 by AUC Disposition 28891-D01-2024
 This Replaces Rider "A"
 Previously Effective February 1, 2024

ATCO GAS AND PIPELINES LTD. – SOUTH RIDER "A" MUNICIPAL FRANCHISE FEE TO ALL RATES AND ANY OTHER RIDERS THERETO

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" Municipal Franchise Fee are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues*.

Method C. - Applied to gross revenues* and Rider "E".

<u>Effective</u>			<u>Effective</u>			<u>Effective</u>		
<u>Municipalities –</u>	<u>%</u>	<u>Date</u>	<u>Municipalities</u>	<u>%</u>	<u>Date</u>	<u>Municipalities –</u>	<u>%</u>	<u>Date</u>
<u>Method A</u>	<u>%</u>	<u>yymmdd</u>	<u>Method A</u>	<u>%</u>	<u>yymmdd</u>	<u>Method C</u>	<u>%</u>	<u>yymmdd</u>
Acme	20.00	04/03/10	Foremost	21.00	04/01/21	Calgary**	11.11	91/01/01
Airdrie	29.60	07/10/01	Fort Macleod	12.50	01/10/02			
Banff	35.00	24/02/01	Gasoline Alley	19.50	20/05/01			
Banff Ntl Park	31.20	22/01/01	Glenwood	10.00	23/03/01			
Barnwell	13.00	01/01/18	Granum	0.00	24/02/01			
Barons	14.97	00/08/21	High River	20.00	19/05/01			
Bassano	25.00	13/01/01	Hill Spring	5.00	10/03/25			
Beiseker	16.00	19/01/01	Hussar	27.50	22/02/01			
Big Valley	12.00	16/03/01	Innisfail	27.00	19/01/01			
Bow Island	17.00	24/01/01	Irricana	14.18	23/01/01			
Bowden	22.00	07/02/16	Lethbridge	27.00	12/02/15			
Brooks	19.50	21/01/01	Linden	15.23	04/07/09			
Burdett	15.00	20/04/01	Lomond	25.00	15/12/01			
Canmore	35.00	24/01/01	Longview	20.00	16/01/01			
Carbon	16.00	22/01/01	Magrath	15.00	10/01/18			
Cardston	20.00	23/02/01	Milk River	30.00	04/12/14			
Carmangay	15.00	10/03/02	Nanton	19.00	23/01/01			
Carstairs	25.00	07/08/01	Nobleford	7.50	23/01/01			
Champion	15.00	10/03/02	Okotoks	35.00	24/01/01			
Chestermere	17.00	14/01/01	Olds	30.00	12/01/01			
Claresholm	12.00	24/01/01	Penhold	25.00	18/09/01			
Coaldale	20.00	24/04/01	Picture Butte	18.00	16/09/01			
Coalhurst	12.45	24/01/01	Raymond	15.00	20/10/07			
Cochrane	20.00	16/01/01	Rockyford	30.00	12/01/01			
Coutts	20.00	08/09/09	Rosemary	17.00	23/01/01			
Cowley	13.79	02/08/23	Springbrook	10.50	23/04/01			
Cremona	23.00	23/01/01	Standard	4.00	23/01/01			
Crossfield	20.00	24/01/01	Stavely	11.00	21/01/01			
Crowsnest Pass	25.00	13/01/17	Stirling	12.00	19/01/01			
Delburne	21.60	07/04/10	Strathmore	35.00	21/04/01			
Diamond Valley	15.00	23/01/01	Taber	18.00	20/07/01			
Didsbury	25.00	10/01/01	Taber*	33.00	20/07/01			
Duchess	15.00	21/01/01	Trochu	20.00	15/12/01			
Elnora	16.00	04/05/27	Vauxhall	12.00	24/01/01			
			Vulcan	35.00	14/01/01			

* Applied to High Use.

** Exemption available on Rider "E" portion of natural gas feedstock quantities used by an electrical generation plant whose primary fuel source is natural gas, for the commercial sale of electricity or used by a district energy plant for combined heat and power production, if deemed by the City of Calgary to be a qualifying facility.

MUNICIPAL FRANCHISE FEE RIDERS

Availability: Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to each rate class.

Price Adjustment:

A percentage surcharge per the table below will be added to the total distribution tariff, including both the transmission and distribution charges, and excluding any Riders, calculated for every Point of Service within each Municipality and will be billed to the applicable Retailer.

FortisAlberta will pay to each Municipality each month, in accordance with the franchise agreements between FortisAlberta and the Municipalities or an agreement with a non-municipality, the franchise fee revenue collected from the Retailers.

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0002	Acme	3%	2013/07/01	02-0040	Bowden	15%	2017/01/01
01-0003	Airdrie	20%	2021/04/01	03-0041	Boyle	20%	2021/01/01
03-0005	Alix	8.50%	2019/01/01	03-0042	Breton	20%	2015/01/01
03-0004	Alberta Beach	8%	2021/01/01	01-0043	Brooks	14%	2021/01/01
03-0007	Amisk	0%	2014/01/01	02-0044	Bruderheim	4%	2024/04/01
02-0011	Athabasca	20%	2024/01/01	02-0047	Calmar	20%	2013/07/01
04-0009	Argentia Beach	0%	2017/01/01	01-0048	Camrose	17%	2024/01/01
03-0010	Arrowwood	12%	2015/07/01	02-0050	Canmore	16%	2024/01/01
02-0387	Banff	7%	2024/02/01	03-0054	Carmangay	15%	2021/01/01
07-0164	Banff Park	4%	2019/10/01	03-0055	Caroline	12%	2021/01/01
03-0363	Barnwell	7.5%	2024/01/01	02-0056	Carstairs	10%	2015/01/01
03-0013	Barons	5%	2015/04/01	03-0061	Champion	15%	2015/04/01
02-0014	Barrhead	14%	2023/04/01	03-0062	Chauvin	11%	2016/01/01
02-0016	Bashaw	2%	2021/01/01	01-0356	Chestermere	11.50%	2014/01/01
02-0017	Bassano	14.40%	2019/01/01	03-0064	Chipman	0%	2016/01/01
03-0018	Bawlf	8%	2024/01/01	02-0065	Claresholm	6%	2024/01/01
01-0019	Beaumont	17.25%	2020/01/01	03-0066	Clive	11%	2023/01/01
03-0022	Beiseker	3.50%	2019/01/01	03-0068	Clyde	18%	2024/01/01
02-0024	Bentley	10%	2019/01/01	02-0069	Coaldale	18%	2024/04/01
04-0026	Betula Beach	0%	2017/01/01	02-0360	Coalhurst	7.5%	2023/01/01
03-0029	Bittern Lake	7%	2016/01/01	02-0070	Cochrane	17%	2020/01/01
02-0031	Blackfalds	20%	2013/10/01	03-0076	Coutts	3%	2017/01/01
02-0034	Bon Accord	19%	2022/01/01	03-0077	Cowley	5%	2016/01/01
02-0039	Bow Island	17%	2024/01/01	03-0078	Cremona	10%	2016/01/01
				02-0079	Crossfield	17%	2023/01/01

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
09-0361	Crowsnest Pass	16%	2016/01/01	02-0188	Killam	10%	2024/01/01
04-0080	Crystal Springs	0%	2016/01/01	01-0194	Lacombe	17.63%	2024/01/01
03-0081	Czar	5%	2013/10/01	04-0196	Lakeview	2%	2016/01/01
02-0082	Daysland	10%	2024/01/01	02-0197	Lamont	7.50%	2020/01/01
02-0086	Devon	17%	2024/01/01	04-0378	Larkspur	3%	2020/04/01
02-7662	Diamond Valley	10%	2023/01/01	01-0200	Leduc	16%	2014/01/01
02-0088	Didsbury	17%	2016/01/01	02-0202	Legal	20%	2024/01/01
02-0091	Drayton Valley	10%	2016/01/01	03-0207	Lomond	15%	2017/01/01
03-0093	Duchess	15%	2018/01/01	03-0208	Longview	17%	2017/01/01
02-0095	Eckville	10%	2015/01/01	03-0209	Lougheed	5%	2016/01/01
03-0096	Edberg	13%	2021/01/01	02-0211	Magrath	15%	2023/01/01
03-0097	Edgerton	15%	2022/01/01	04-0210	Ma-Me-O Beach	0%	2016/01/01
02-0100	Edson	4.70%	2024/01/01	02-0215	Mayerthorpe	14%	2024/01/01
03-0109	Ferintosh	11%	2016/01/01	04-0359	Mewatha Beach	2%	2016/10/01
03-0112	Foremost	7%	2016/01/01	02-0218	Milk River	12%	2017/01/01
02-0115	Fort Macleod	15%	2018/10/01	02-0219	Millet	18%	2024/01/01
01-0117	Fort Saskatchewan	0%	2013/10/01	03-0220	Milo	20%	2017/01/01
02-0124	Gibbons	10%	2013/01/01	02-0224	Morinville	20%	2013/07/01
03-0128	Glenwood	5%	2022/04/01	04-0230	Nakamun Park	0%	2013/10/01
04-0129	Golden Days	0%	2017/01/01	02-0232	Nanton	9%	2019/01/01
02-0135	Granum	0%	2024/02/01	02-0236	Nobleford	5%	2023/01/01
04-0134	Grandview	0%	2016/01/01	03-0233	New Norway	6%	2009/01/01
04-0138	Gull Lake	0%	2016/01/01	04-0237	Norglenwold	5%	2015/01/01
04-0358	Half Moon Bay	0%	2021/01/01	04-0385	Norris Beach	0%	2016/01/01
02-0143	Hardisty	9.50%	2021/01/01	02-0238	Okotoks	20%	2021/01/01
03-0144	Hay Lakes	9%	2021/01/01	02-0239	Olds	17%	2024/01/01
02-0148	High River	20%	2015/07/01	02-0240	Onoway	10.5%	2024/01/01
03-0149	Hill Spring	5%	2014/01/01	04-0374	Parkland Beach	0%	2015/01/01
02-0151	Hinton	11.73%	2022/01/01	02-0248	Penhold	19%	2014/01/01
03-0152	Holden	4%	2016/01/01	02-0249	Picture Butte	11%	2022/01/01
03-0153	Hughenden	5%	2016/01/01	02-0250	Pincher Creek	20%	2024/01/01
03-0154	Hussar	12.50%	2017/01/01	04-0253	Point Alison	0%	2017/01/23
02-0180	Innisfail	17%	2023/03/01	04-0256	Poplar Bay	0%	2016/01/01
03-0182	Irma	20%	2015/01/01	02-0257	Provost	20%	2015/01/01
02-0183	Irricana	8%	2023/05/01	02-0261	Raymond	16%	2022/01/01
04-0185	Island Lake	0%	2016/01/01	02-0265	Redwater	10%	2023/04/01
04-0186	Itaska Beach	0%	2017/10/01	02-0266	Rimbey	20%	2022/01/01
04-0379	Jarvis Bay	0%	2015/10/08	02-0268	Rocky Mtn House	15.3%	2023/01/01
04-0187	Kapasiwin	0%	2018/04/01	03-0270	Rockyford	7%	2024/01/01

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0272	Rosemary	15.50%	2023/01/01	02-0311	Taber	18%	2020/07/01
04-0273	Ross Haven	0%	2016/01/01	02-0315	Thorsby	20%	2014/01/01
03-0276	Ryley	3%	2016/01/01	02-0318	Tofield	5%	2015/01/01
04-0279	Seba Beach	4%	2014/01/01	04-0324	Val Quentin	0%	2016/01/01
02-0280	Sedgewick	11%	2024/01/01	02-0326	Vauxhall	8%	2022/01/01
04-0283	Silver Sands	3%	2018/01/01	02-0331	Viking	8%	2013/01/01
04-0369	South Baptiste	0%	2005/05/01	02-0333	Vulcan	20%	2013/10/01
04-0288	South View	3%	2019/01/01	03-0364	Wabamun	10%	2017/01/01
01-0291	Spruce Grove	20%	2016/01/01	02-0335	Wainwright	12%	2024/01/01
01-0292	St. Albert	15%	2023/01/01	07-0159	Waterton Park	8%	2018/10/01
03-0295	Standard	4%	2024/04/01	03-0338	Warburg	10%	2015/01/01
02-0297	Stavely	6%	2021/01/01	03-0339	Warner	7%	2024/01/01
03-0300	Stirling	12%	2019/01/01	04-0344	West Cove	0%	2018/01/01
02-0301	Stony Plain	20%	2013/01/01	02-0345	Westlock	16.25%	2024/01/01
09-0302	Strathcona County	0%	TBD	01-0347	Wetaskiwin	18%	2024/01/01
02-0303	Strathmore	20%	2020/07/01	04-0371	Whispering Hills	5%	2016/10/01
03-0304	Strome	9%	2022/01/01	02-0350	Whitecourt	4.47%	2024/01/01
02-0307	Sundre	12%	2024/01/01	04-0354	Yellowstone	8%	2024/01/01
04-0386	Sunrise Beach	0%	2018/01/01				
04-0308	Sunset Point	10%	2017/01/01				
02-0310	Sylvan Lake	18%	2023/01/01				



INFORMATION BRIEF

Meeting: October 7th 2024
Agenda Item: 5.2

SUBJECT: Dog Shelter Standing Arrangement

Purpose: To inform Council of new arrangements for dogs that are found, surrendered or seized by Municipal Enforcement given that these situations appear to be happening with greater frequency.

Background: Over the years, bylaw enforcement in Nanton has not had a great deal to do with dogs at large or seized that go unclaimed by the owner. This year, on top of the usual 'dogs at large' that are quickly returned to their owners, we have had significant instances of:

- A dog being surrendered to bylaw enforcement by the owner
- Bylaw enforcement assisting the RCMP with a dog welfare seizure

We have been very grateful to Heaven Can Wait Animal Shelter for their ability to help the Town at short notice in recent times, but municipalities who work with them typically have a standing arrangement (for cost and availability certainty). At present, Nanton Animal Protection Society (NAPS) do not provide shelter services for dogs.

The costs are:

\$200 for dogs at large quickly returned to their owners

\$2,000 flat fee for the care and adoption process for dogs that go unclaimed.

Administration will budget a certain amount of money under Protective Services for this service annually, but it is likely to be highly variable from year to year, with actuals ranging from a few hundred dollars one year to several thousand dollars another. A middle figure of approximately \$4,000 per annum is likely safe for the majority of years unless unclaimed dog seizures become a much greater experience in future.

To reduce the need for using Heaven Can Wait 'overnight/ short term' services, we have obtained some temporary shelter supplies for one dog that can be housed at a municipal building overnight. This gives Municipal Enforcement at least 12-24 hours to find a local owner and avoid unnecessary travel and shelter costs associated with reuniting pet and owner.

It is for these kinds of costs that the Town levies dog license fees, raising approximately \$8-9,000 per annum, helping to reduce the taxpayer costs of enforcement activities related to animals while providing an important registration system. It is worth noting that the vast majority of 'local' dogs at large that we take temporary possession of have no license on file, increasing the risk of them being taken to an animal shelter and a much larger bill or fine finding its way to the owner for municipal cost recovery. If we cannot get hold of or find an owner, decisions (at least for the next 12-24 hours) need to be taken by staff.

Administration and Municipal Enforcement shall work within this arrangement for a couple of years and evaluate how it is working.

Prepared By: Neil Smith

CAO Comments:


NANTON

CHIEF ADMINISTRATIVE OFFICER

Date Signed: October 3rd 2024



REQUEST FOR DECISION

Meeting: October 7, 2024
Agenda Item: 5.3

Willow Creek Regional Intermunicipal Collaborative Framework

PURPOSE:

To repeal bylaw 1333/20 and replace it with bylaw 1399/24 to reflect changes made to the Willow Creek Regional Intermunicipal Collaborative Framework (ICF) between M.D. of Willow Creek No. 26, Town of Claresholm, Town of Fort McLeod, Town of Stavley and the Town of Nanton.

BACKGROUND / IMPLICATIONS:

At the September 10, 2024 Willow Creek Regional ICF meeting the following resolution was made:

F.1 REVIEW OF TERMS & CONDITIONS

ICF.2024.006

Moved by: Reeve Maryanne Sandberg

That the Willow Creek Regional Intermunicipal Collaboration Framework Revision Bylaw be brought forward to each community and that the bylaw be amended to adopt the new schedules "C", "D", and "E".

CARRIED

Some of the changes made to these schedules are with respect to certain services that have changed (e.g. municipal enforcement) and some services that were omitted or not addressed in the first iteration.

ADMINISTRATIVE RECOMMENDATION:

DECISION OPTIONS:

- #1 – To pass bylaw 1399/24 through all readings
- #2 – To pass bylaw 1399/24 through only first reading
- #3 – To not approve

ALTERNATIVES:

- REFER to (Administration or Committee) _____
- DEFER the matter to the Council meeting of (date) _____

Financial (GL# / Amount) :

Communications/PR:

Applicable Legislation:

Attachments:

Prepared By: Sara-Lynn Lyons

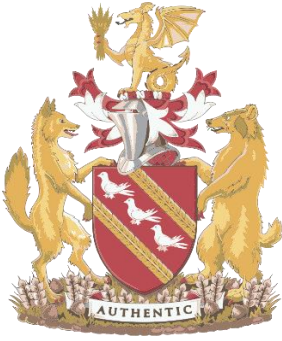
Date: October 1, 2024

APPROVED BY: Neil Smith, Chief Administrative Officer:



NANTON STRATEGIC PLAN ALIGNMENT			
<input type="checkbox"/>	OPERATIONS	<input type="checkbox"/>	EMERGENCY SERVICES
<input type="checkbox"/>	PLANNING & DEVELOPMENT	<input type="checkbox"/>	COMMUNITY & ECONOMIC DEVELOPMENT
<input checked="" type="checkbox"/>	GOVERNANCE & CORPORATE SERVICES	<input type="checkbox"/>	NOT APPLICABLE
PRIORITY OR ACTION:			





Town of Nanton

BYLAW NUMBER: 1399/XX

A BYLAW OF THE MUNICIPALITY OF THE TOWN OF NANTON IN THE PROVINCE OF ALBERTA TO ESTABLISH THE WILLOW CREEK REGIONAL INTERMUNICIPAL COLLABORATION FRAMEWORK FOR NANTON

1. PURPOSE:

- 1.1 The purpose of this bylaw is to adopt the Willow Creek Regional Intermunicipal Collaboration Framework, pursuant to the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto.

2. ENACTMENT

- 2.1 **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, which services are best provided by a third party, and how services and any changes to them will be transitioned, implemented, delivered and funded;
- 2.2 **AND WHEREAS** the Municipal District of Willow Creek No. 26 shares a common border with each of Town of Claresholm, Town of Fort Macleod, Town of Nanton, and Town of Stavely;
- 2.3 **AND WHEREAS** the Municipal District of Willow Creek No. 26, Town of Claresholm, Town of Fort Macleod, Town of Nanton, and Town of Stavely (the "**Municipalities**") share common interest and are desirous of working together to provide services to their residents;
- 2.4 **NOW THEREFORE** The Municipalities have mutually developed the Intermunicipal Collaboration Framework, attached to and forming part of this By-law, including any or all schedules forming a part thereof (the "**Willow Creek Regional Intermunicipal Collaboration Framework**");

3. INTERPRETATION

- 3.1 This Bylaw shall be known as the "Willow Creek Regional Intermunicipal Collaboration Framework Bylaw".

4. DEFINITIONS

- 4.1 Unless specifically defined within this Bylaw, or unless the context otherwise requires, all capitalized terms used within this Bylaw shall have the meaning provided for within the Willow Creek Regional Intermunicipal Collaboration Framework, including any or all schedules forming a part thereof.

5. ADOPTION

- 5.1 The Council of the Town of Nanton, in the Province of Alberta, hereby adopts the Willow Creek Regional Intermunicipal Collaboration Framework, as attached to this Bylaw as follows:
- Schedule 'A'. – Intermunicipal Collaboration Framework
 - Schedule 'B' - ICF Committee Procedures
 - Schedule 'C' – Services Delivered or to be Delivered on an Individual Basis
 - Schedule 'D' – Services Delivered or to be Delivered on an Intermunicipal Basis
 - Schedule 'E' – Serviced Delivered or to be Delivered by Third Parties
 - Schedule 'F' – Initial Implementation Plan
 - Schedule 'G' – Dispute Resolution Procedure

6. ADMINISTRATION OF THIS BYLAW

- 6.1 The Chief Administrative Officer is authorized to administer this Bylaw, as well as supervise, control and direct the participation of the Town of Nanton within the Intermunicipal Collaboration Framework, subject always to reporting to and receiving instructions from the Council of the Town of Nanton

7. SEVERABILITY

- 7.1 Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

8. EFFECTIVE DATE AND READINGS

- 8.1 This bylaw repeals Bylaw #1333/20 and any amendments thereto.

- 8.2 Read a **first** time this ____ day of _____, 2024

TOWN OF NANTON

CHIEF ELECTED OFFICIAL



CHIEF ADMINISTRATIVE OFFICER

8.3 Read a **second** time this ____ day of _____, 2024.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

8.4 Read a **third** time this ____ day of _____, 2024.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

DRAFT



implemented, proposed Intermunicipal Services which are yet to be implemented, or Intermunicipal Services which are proposed and/or recommended in the future under this Intermunicipal Collaboration Framework;

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 one or more of the Municipalities that benefit residents in more than one of the Municipalities that are parties to this Intermunicipal Collaboration Framework ;

AND WHEREAS the Municipalities are committed to participating, co-operating and coordinating with each other on an on-going basis, as further contemplated within this framework, for the joint benefit of the Municipalities;

AND WHEREAS each of the Municipalities has consulted with their respective residents with respect to collaborations with and amongst the Municipalities;

AND WHEREAS the Municipalities have mutually developed this Intermunicipal Collaboration Framework to be effective and applicable to the framework required for each common boundary amongst the Municipalities;

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

1. DEFINITIONS & SCHEDULES

1.1 In this Intermunicipal Collaboration Framework, the following capitalized terms shall be defined as follows:

- (a) **“Area Structure Plans“** means the area structure plans implemented by each of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and **“Area Structure Plan”** means any one of them;
- (b) **“Capital Project”** means capital infrastructure whose purpose, either in whole or in part, is to provide, or contribute to the delivery of, any one or more of the Services or an portion thereof;
- (c) **“Collaboration Principles”** means the principles under which the Municipalities agree to collaborate pursuant to this Intermunicipal Collaboration Framework, consisting of:
 - (i) **Appropriateness** –the collaboration amongst the Municipalities must be suitable for and beneficial to the Municipalities participating in the aspect of the collaboration;
 - (ii) **Adaptability** –the collaboration amongst the Municipalities must be multi-dimensional and flexible to change, participation and future growth;
 - (iii) **Accessibility** –the benefits of the collaboration amongst the Municipalities must be accessible by all of the Municipalities, at their option;
 - (iv) **Affordability** – the participation of aspects of the collaboration amongst the Municipalities must be efficient in planning; and economical to implement and/or operate, while maximizing the synergies for the Municipalities;
 - (v) **Accountability** –the benefits and burdens of the collaboration amongst the Municipalities must be shared by the Municipalities proportionately to their benefit and may be provided by services in kind or monetary value;

- (vi) **Respectful** – the processes amongst the Municipalities will be respectful and the contributions amongst the Municipalities towards services will respect that the ability to contribute differs amongst the Municipalities;
- (vii) **Reasonableness** – the Municipalities will act reasonably in discussions, negotiations, granting of consents, and completion of any agreement, as contemplated within this Intermunicipal Collaboration Framework including, without restriction, renewals, extensions or replacements of Implementation Agreements.
- (d) **“Councils”** means the elected councils of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and **“Council”** means any one of them;
- (e) **“Dispute Resolution Procedure”** means dispute resolution procedure attached as **Schedule “G”** to this Intermunicipal Collaboration Framework
- (f) **“ICF Committee”** means the committee established pursuant to Article 4;
- (g) **“ICF Subcommittee”** means a subcommittee established by the ICF Committee pursuant to Article 4, and **“ICF Subcommittees”** means two or more of them;
- (h) **“Implementation Agreement”** means a binding agreement between Two (2) or more of the Municipalities necessary for the implementation, management, governance, operation, delivery and funding of an Intermunicipal Service, as contemplated within any Implementation Plan or as agreed upon by the participating Municipalities from time to time;
- (i) **“Implementation Plan”** means the initial implementation plan attached as **Schedule “F”** to this Intermunicipal Collaboration Framework, together with such additional and other implementation plans established from time to time by the ICF Committee as contemplated within this Intermunicipal Collaboration Framework;
- (j) **“Individual Municipal Services”** means all those Services listed within **Schedule “C”** attached to this Intermunicipal Collaboration Framework Services as being Services that are currently, shall continue to be, and/or shall transition so as to become, provided by the respective Municipalities within their own respective boundaries on an individual and separate basis;
- (k) **“Intermunicipal Collaboration Framework”** means this collaboration framework document, as amended from time to time;
- (l) **“Intermunicipal Development Plans”** means intermunicipal development plans which may be implemented by each of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and **“Intermunicipal Development Plan”** means any one of them;
- (m) **“Intermunicipal Services”** means all those Services listed within **Schedule “D”** attached to this Intermunicipal Collaboration Framework Services as being Services that are currently, shall continue to be, and/or shall transition so as to become, provided by the Municipalities on an inter-municipal basis;
- (n) **“Municipal Development Plans”** means the municipal development plans implemented by each of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and **“Municipal Development Plan”** means any one of them;
- (o) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c. M-26,

as amended or replaced from time to time;

- (p) **“Municipalities”** means, collectively, Municipal District of Willow Creek No. 26, Town of Claresholm, Town of Fort Macleod, Town of Nanton, and Town of Stavely , and **“Municipality”** means any one of them;
- (q) **“Regulations”** means any regulations created pursuant to Section 708.52 of the *Municipal Government Act*, as amended or replaced from time to time;
- (r) **“Services”** means collectively, all those services being provided within the boundaries of the Municipalities consisting of Individual Municipal Services, Intermunicipal Services, and Third Party Services, and listed within **Schedule “A”** attached to this Intermunicipal Collaboration Framework, and **“Service”** means any one of them;
- (s) **“Third Parties”** means, collectively, any persons other than the Municipalities, and **“Third Party”** means any one of them; and
- (t) **“Third Party Services”** means all those Services listed within **Schedule “E”** attached to this Intermunicipal Collaboration Framework Services as being Services that are currently, shall continue to be, and/or shall transition so as to become, provided by Third Parties within all or any of the boundaries of the Municipalities.

1.2 As of the effective date of this Intermunicipal Collaboration Framework, the schedules attached to and forming a part of this Intermunicipal Collaboration Framework are as follows:

- Schedule “A”** - Inventory of Services
- Schedule “B”** - ICF Committee Procedures
- Schedule “C”** - Services Delivered or to be Delivered on an Individual Basis
- Schedule “D”** - Services Delivered or to be Delivered on an Intermunicipal Basis
- Schedule “E”** - Services Delivered or to be Delivered by Third Parties
- Schedule “F”** - Initial Implementation Plan
- Schedule “G”** - Dispute Resolution Procedure

1.3 The Municipalities acknowledge and agree that:

- (a) the Services provided by the Municipalities as contemplated within **Schedule “A”** may change from time to time, and at any time, by virtue of each Municipality’s own discretions and decision making; and
- (b) the Services identified within each of **Schedule “C”**, **Schedule “D”** and **Schedule “E”** may change from time to time including, without restriction, as a result of the operation of the provisions of Section 2.4 and Article 7 of this Intermunicipal Collaboration Framework.

2. ESTABLISHMENT, TERM AND REVIEW

2.1 In accordance with the *Municipal Government Act*, as well the Regulations, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws by each

Municipality that contain this Intermunicipal Collaboration Framework.

- 2.2 This Intermunicipal Collaboration Framework may be amended by mutual consent of all of the Municipalities unless specified otherwise in this Intermunicipal Collaboration Framework.
- 2.3 Without restricting the foregoing, any Two (2) of the Municipalities sharing a common boundary may amend or replace this Intermunicipal Collaboration Framework by passage of the appropriate bylaw.
- 2.4 In accordance with the *Municipal Government Act*, and the Regulations, this Intermunicipal Collaboration Framework:
 - (a) must be reviewed once every Five (5) years, or sooner if requested by any of the Municipalities; and
 - (b) where, during a review, any Municipality does not agree that the framework continues to serve the interests of the Municipality, the Municipality must create a replacement framework in accordance with this Part 17.2 of the *Municipal Government Act* with any of the Municipalities that share a common boundary.
- 2.5 Accordingly, this Intermunicipal Collaboration Framework shall continue in full force and effect as between all of the Municipalities unless and until:
 - (a) replaced by a framework created in accordance with this Part 17.2 of the *Municipal Government Act*, which replacement:
 - (i) may or may not contemplate more than just the Municipalities that share a common boundary (e.g. may consist of a bilateral framework, as between Two (2) Municipalities that share a common boundary, or otherwise); and
 - (ii) may necessitate changes to the applicable Intermunicipal Development Plans, and/or any other affected statutory plans, to reflect or accommodate the replacement framework being implemented;
 - (b) amended or replaced so as to exclude any Municipality or Municipalities who have opted to create such a separate replacement framework under subsection (a) above.
- 2.6 Without restricting any of the forgoing, the Municipalities agree that the ICF Committee shall meet at least once every Five (5) years commencing no later than April 1, 2024, to commence the review of the terms and conditions of this Intermunicipal Collaboration Framework for the purposes of Section 2.4 above.
- 2.7 In the event that any of the Municipalities have determined that a replacement framework is necessary as contemplated within Section 2.4 and 2.5 above, and are unable to agree upon a replacement framework and/or the amendments necessary to this Intermunicipal Collaboration Framework, unless otherwise required by the provisions of the *Municipal Government Act* and/or the Regulations, the Dispute Resolution Procedure of this Intermunicipal Collaboration Framework will apply in order to resolve any disputes or disagreements preventing the establishment of any replacement framework or any amendment to this Intermunicipal Collaboration Framework.

3. INTERMUNICIPAL COOPERATION

- 3.1 This Intermunicipal Collaboration Framework identifies the Services provided by each Municipality, the Services which are best provided on an intermunicipal basis, the Services which are best provided

by Third Parties, and how Services and any changes to them will be transitioned, implemented, delivered and funded.

3.2 The Municipalities agree to equitable service delivery. Where shared Services are provided, residents and ratepayers of the Municipalities will be afforded, as far as practical, the same Services at the same costs, including user fees for the Services provided by other Municipalities.

3.3 For clarity, due to a variety of factors including, without restriction, location, accessibility, capacity, usefulness, and affordability of any Intermunicipal Service:

(a) each Municipality may or may not participate within each or every existing or proposed Intermunicipal Service or portion thereof; and

(b) to the extent reasonably practical and possible, the Implementation Plan and/or Implementation Agreement(s) for existing or proposed Intermunicipal Services will contemplate the opportunity and option to opt in and/or opt out by each Municipality;

subject always to the terms of the Implementation Agreement applicable to the Intermunicipal Service or portion thereof.

4. ICF COMMITTEE

4.1 The Municipalities agree to create a joint committee known as the ICF Committee, to operate in accordance with the procedures provided for within **Schedule "B"** attached to this Intermunicipal Collaboration Framework.

4.2 The ICF Committee will meet on or before June 1, 2020, in order to establish:

(a) establish the first chairperson of the ICF Committee for the forthcoming year, and the order of annual rotation for the chairperson thereafter, as contemplated within **Schedule "B"** attached to this Intermunicipal Collaboration Framework;

(b) the goals and priorities for the ICF Committee; and

(c) the agenda for ICF Committee meetings for the forthcoming year; and

(d) the mandate and terms of reference for ICF Subcommittees;

(e) the mandate for an ICF Subcommittee to review, report upon, and provide recommendations to the ICF Committee regarding, regional recreation services, which is to be completed on or before June 1, 2021.

4.3 The ICF Committee will meet at least once annually, and otherwise on an "as required" basis, and may develop recommendations to the Councils on matters of intermunicipal strategic direction and cooperation affecting residents and ratepayers, such as:

(a) review of existing shared intermunicipal services, or the potential for new shared intermunicipal services;

(b) receipt and review of reports, recommendations or suggested agenda items from the Municipalities respecting issues impacting some or all of the Municipalities, as well as individual, intermunicipal and/or regional delivery of the Services;

- (c) review of individual, intermunicipal and regional issues regarding:
 - (i) transportation, including transportation and utility corridors and truck routes;
 - (ii) recreation services;
 - (iii) family and community support services;
 - (iv) emergency services; and
 - (v) economic development;
- (d) periodic review of this Intermunicipal Collaboration Framework including, without restriction, any changes to the body and Schedules to this Intermunicipal Collaboration Framework, and as required under Section 2.4; and
- (e) consideration of impacts to any Intermunicipal Development Plans resulting from the provisions of this Intermunicipal Collaboration Framework, as well as changes to this Intermunicipal Collaboration Framework, as contemplated under Section 5.2.

4.4 The ICF Committee shall consist of Ten (10) members, being Two (2) elected officials appointed by each Municipality.

4.5 The Chief Administrative Officer, and/or his or her designate, from each Municipality will serve as advisory staff to the ICF Committee, and be responsible to:

- (a) provide background information and recommendations on all matters before the ICF Committee; and
- (b) as the Chief Administrative Officer of the host Municipality for meetings of the ICF Committee, prepare agendas, record the recommendations of the ICF Committee, and forward all recommendations from the ICF Committee to the respective Councils, as contemplated within **Schedule "B"** attached to this Intermunicipal Collaborative Framework.

4.6 For the purposes of carrying out any activity or responsibility contemplated within this Intermunicipal Collaboration Framework, the ICF Committee may create any number of ICF Subcommittees which may be charged with and responsible for:

- (a) the review of, and development of recommendation for, and/or the implementation of, any proposed new Service, Capital Project and/or change of Service identified pursuant to the provisions of Article 7;
- (b) the on-going review, evaluation, reporting, improvement, evolution, and/or expansion of individual, groups or areas of Intermunicipal Services, and the development of recommendations for the Intermunicipal Collaboration Committee and consideration by the Municipalities in the form of proposed new Service, Capital Project and/or change of Service contemplated within Article 7; and
- (c) any other activity, process or undertaking related to Intermunicipal Services which the ICF Committee may from time to time identify;

and otherwise be subject to such terms of reference or scope of work as may be identified by the ICF Committee. Unless otherwise agreed to or directed by the ICF Committee, any Subcommittee will be

bound by and will follow the same procedures as provided for the ICF Committee within **Schedule “B”** attached to this Intermunicipal Collaboration Framework.

5. INTERMUNICIPAL DEVELOPMENT PLAN

5.1 The Municipalities may adopt an Intermunicipal Development Plan by bylaw, in accordance with the *Municipal Government Act*.

5.2 Each of the Intermunicipal Development Plan, where applicable, will be reviewed by the applicable Municipalities from time to time as provided for within the applicable the Intermunicipal Development Plan including, without restriction, as may be necessary as a result of the impact of the provisions of this Intermunicipal Collaboration Framework, or any review of or amendment to this Intermunicipal Collaboration Framework.

6. FRAMEWORK FOR MUNICIPAL SERVICES

6.1 The Municipalities have reviewed the Services offered to ratepayers, and determined which of the Services are best provided by each Municipality individually, which of the Services are best provided on an intermunicipal basis, and how Services to be provided on an intermunicipal basis will be delivered and funded.

6.2 The Services which the Municipalities have determined are best provided by each Municipality on an individual basis are set forth within **Schedule “C”** attached to this Intermunicipal Collaboration Framework.

6.3 The Services which the Municipalities have determined are best provided on an intermunicipal basis are set forth within **Schedule “D”** attached to this Intermunicipal Collaboration Framework.

6.4 The Services which the Municipalities have determined are best provided by Third Parties are set forth within **Schedule “E”** attached to this Intermunicipal Collaboration Framework.

6.5 The Municipalities acknowledge that in addition to the Implementation Agreements in place between the Municipalities, they each have independent agreements with other regional partners which remain unaffected by this Intermunicipal Collaboration Framework.

7. FUTURE SERVICES, CHANGES AND AGREEMENTS

7.1 Any Municipality, as well as the ICF Committee, may initiate the development of the delivery of a new Service, a new Capital Project, or change to the manner in which a Service is to be provided as contemplated within this Intermunicipal Collaboration Framework (including, without restriction, a desire to opt in or opt out of an Intermunicipal Service). In the event of a Municipality initiating a proposed new Service, Capital Project and/or change of Service, the Municipality will provide notice in writing to:

- (a) the other Municipalities; and
- (b) the ICF Committee;

providing reasonable details regarding the proposed new Service, Capital Project and/or change of Service, together with any available proposed costs, cost sharing, and timing of implementation or expenditures

7.2 Unless otherwise unanimously agreed to by the Municipalities, the ICF Committee will meet to

discuss the proposed new Service, Capital Project, and/or change of Service initiated by a Municipality, at the earlier of:

- (a) at the next scheduled meeting of the ICF Committee; or
- (b) within Ninety (90) days of the notice contemplated within Section 7.1 above;

and may schedule subsequent meetings as needed.

7.3 The ICF Committee shall assess and review all proposed new Service, Capital Project, and/or change of Service in good faith, and in a collaborative manner, acting in a manner consistent with the Collaboration Principles, and considering all impacts to the Municipalities and residents including, without restriction:

- (a) the relationship to and/or impact upon the Intermunicipal Development Plans, Area Structure Plans, and any other municipal planning document prepared and adopted by the Municipalities;
- (b) the nature and extent of consultation required with affected residents;
- (c) the level of community support and the nature of demonstrated public needs;
- (d) the projected costs and contemplated funding options;
- (e) the nature and levels of municipal debt limit of the Municipalities;
- (f) the projected use by and benefit to residents and ratepayers of the Municipalities; and
- (g) the requirements and practical impacts of any Implementation Plan applicable to the proposed new Service, Capital Project, and/or change of Service.

7.4 The ICF Committee will review, and negotiate, the terms related to the proposed new Service, Capital Project and/or change of Service, including the cost sharing arrangement of the applicable Service. The ICF Committee will provide a recommendation for consideration by the Councils of the Municipalities including, without restriction, recommendations respecting a proposed Implementation Plan respecting the proposed new Service, Capital Project, and/or change of Service.

7.5 Upon agreement by the Municipalities wishing to participate in any proposed new Service, Capital Project, and/or change of Service the participating Municipalities, and/or any ICF Subcommittee established by the ICF Committee, shall proceed to finalize and carry out the Implementation Plan respecting the proposed new Service, Capital Project, and/or change of Service.

7.6 Unless otherwise contemplated within the Implementation Plan applicable to the proposed new Service, Capital Project, and/or change of Service which has been agreed upon by the participating Municipalities, where the proposed new Service, Capital Project, and/or change of Service contemplates:

- (a) a new or amended capital contribution; and/or
- (b) a new or amended on-going operational cost contribution;

from the Municipalities, the capital contribution and/or operational cost contribution may be

negotiated independently of the ICF Committee decision making process, as part of the new or amended Implementation Agreement applicable to the proposed new Service, Capital Project, and/or change of Service.

7.7 For clarity, due to a variety of factors including, without restriction, location, accessibility, capacity, usefulness, and affordability of the proposed new Service, Capital Project, and/or change of Service:

- (a) each Municipality may or may not be benefited by each or every proposed new Service, Capital Project, and/or change of Service, as contemplated within Part 17.2 of the *Municipal Government Act*;
- (b) each Municipality may or may not participate within each or every proposed new Service, Capital Project, and/or change of Service; and
- (c) to the extent reasonably practical and possible, the Implementation Plan and/or Implementation Agreement(s) for any proposed new Service, Capital Project, and/or change of Service, will contemplate the opportunity and option to opt in and/or opt out by each Municipality;

subject always to the terms of the new or amended Implementation Agreement applicable to the proposed new Service, Capital Project, and/or change of Service.

7.8 In the event that:

- (a) the ICF Committee is unable to reach an agreement on a recommendation to provide to the Councils of the Municipalities within One Hundred and Eighty (180) days of receipt of the initiation of the proposed new Service, Capital Project, and/or change of Service, and does not collectively agree to extend the time period; or
- (b) the municipal Councils are unable to reach an agreement on the adoption or implementation of the recommendation of the ICF Committee in respect of a proposed new Service, Capital Project, and/or change of Service within One Hundred and Eighty (180) days of the issuance of the recommendation of the ICF Committee, and do not jointly agree to extend the time period; or
- (c) there exists a disagreement or dispute as to whether or not a Municipality is or may be benefited by proposed new Service, Capital Project, and/or change of Service, or whether or not a Municipality should participate in any proposed new Service, Capital Project, and/or change of Service;

then any unresolved issues shall be dealt with through the Dispute Resolution Procedure. If urgency is needed, the initiating Municipality must note this in the initial notice, and the receiving Municipalities will make best efforts to accommodate a compressed timeframe.

8. IMPLEMENTATION PLAN

8.1 The initial plan for implementing the delivery of Services on an intermunicipal basis is attached as **Schedule "F"** to this Intermunicipal Collaboration Framework.

8.2 In respect of any changes to the delivery of Services as contemplated under this Intermunicipal Collaboration Framework including, without restriction, new Service, Capital Project, and/or change of Service contemplated under Article 7:

- (a) any recommendation of the ICF Committee; and/or
- (b) any agreement of the Municipalities respecting such new Service, Capital Project, and/or change of Service;

may include a schedule for implementation of the new Service, Capital Project, and/or change of Service. The schedule for implementation of the proposed new Service, Capital Project and/or change of Service may, upon being agreed to by the Municipalities, be deemed to form part of the Implementation Plan contemplated within this Intermunicipal Collaboration Framework.

9. CONFLICT

9.1 If any provision of this Intermunicipal Collaboration Framework conflicts with any provisions of an existing agreement between all or any of the Municipalities, the affected Municipalities shall:

- (a) direct the respective appropriate representatives of the affected Municipalities to meet as soon as reasonably possible following the identification of the dispute, for the purposes of resolving the conflict;
- (b) act reasonably and negotiate in good faith in order to address and/or accommodate the conflict including, without restriction, altering or rescinding the agreement that conflicts with this Intermunicipal Collaboration Framework; and
- (c) in the event that the affected Municipalities are unable to reach an agreement within One Hundred and Eighty (180) days of the identification of the conflict, the outstanding matters in dispute shall be referred to be resolved under the Dispute Resolution Procedure.

9.2 In the event that the affected Municipalities determine that this Intermunicipal Collaboration Framework requires alteration in order to address and/or accommodate the conflict, the Municipalities shall:

- (a) direct the respective appropriate representatives of the Municipalities to meet as soon as reasonably possible following the identification of the need for alteration to this Intermunicipal Collaboration Framework, for the purposes of resolving the conflict;
- (b) act reasonably and negotiate in good faith in order to address and/or accommodate the conflict including, without restriction, altering this Intermunicipal Collaboration Framework; and
- (c) in the event that the Municipalities are unable to reach an agreement within One Hundred and Eighty (180) days of the identification of the need for alteration to this Intermunicipal Collaboration Framework, the outstanding matters in dispute shall be referred to be resolved under the Dispute Resolution Procedure.

9.3 In any negotiation amongst all or any of the Municipalities as contemplated above, the Municipalities shall have regard to, and be guided by, the Collaboration Principles.

10. DISPUTE RESOLUTION

10.1 Without limiting the application of the provisions of Part 17.2 of the *Municipal Government Act* including, without restriction, Division 2, the Municipalities are committed to resolving any disputes in a timely, non-adversarial, and cost-effective manner.

10.2 Without restricting anything contained within the Schedules to this Intermunicipal Collaboration

Framework, if any dispute arises between the Municipalities regarding:

- (a) the interpretation, implementation or application of this Intermunicipal Collaboration Framework or any agreement identified in this Intermunicipal Collaboration Framework;
- (b) any alleged contravention of this Intermunicipal Collaboration Framework;
- (c) the inability of the Municipalities to agree upon reviews to and/or revisions of this Intermunicipal Collaboration Framework and any Schedules as required or contemplated from time to time;

the dispute will be resolved through the process and provisions outlined in the Dispute Resolution Procedure.

- 10.3 The Dispute Resolution Procedure will include negotiation, mediation, and arbitration as progressive steps available to the Municipalities in their efforts to resolve a dispute. If a dispute proceeds to arbitration, the arbitrator's award will be considered final and binding upon the Municipalities, subject to a judicial review on a question of jurisdiction only.
- 10.4 If the Municipalities become involved in a Dispute Resolution Procedure, they each shall continue to perform their obligations described in this Intermunicipal Collaboration Framework until the Dispute Resolution Procedure is complete, and subsequently, will comply with the agreed resolution or arbitration award.
- 10.5 In any Dispute Resolution Procedure the Municipalities, their representatives, any mediator, and any arbitrator, shall have regard to, and be guided by, the Collaboration Principles.
- 10.6 Upon the issuance of an arbitrator's award, or upon a negotiated or mediated agreement, the Municipalities will promptly update this Intermunicipal Collaboration Framework and their respective Bylaws, as well as address any resulting change that may apply to any Intermunicipal Development Plan that may be impacted, and/or any other affected statutory plans, to reflect any necessary changes including any applicable Implementation Plan.
- 10.7 Notwithstanding any of the foregoing and the contents of **Schedule "G"** attached to this Intermunicipal Collaboration Framework, pursuant to Part 17.2 of the *Municipal Government Act* in the event that any participants to proceedings under the Dispute Resolution Procedure are unsuccessful in resolving the dispute within **One (1) year** after starting the Dispute Resolution Process, the affected Municipalities must refer the matter to an arbitrator in accordance with the provisions of Division 2 of Part 17.2 of the *Municipal Government Act*.

11. NOTICES

11.1 All notices related to this Intermunicipal Collaboration Framework or any related agreement may be sent in written or electronic form and shall be addressed as follows:

- (a) **Town of Claresholm**
c/o Chief Administrative Officer
PO Box 1000
Claresholm, AB T0L 0T0
FAX: 403-625-3869
EMAIL: info@claresholm.ca

(b) **Municipal District of Willow Creek**
c/o Chief Administrative Officer
273129 Highway 520 West
Box 550
Claresholm, AB T0L 0T0
FAX: 403-625-3886
EMAIL: md26@mdwillowcreek.com

(c) **Town of Fort Macleod**
c/o Chief Administrative Officer
PO Box 1420
Fort Macleod, AB T0L 0Z0
FAX: 403-553-2426
EMAIL: admin@fortmacleod.com

(d) **Town of Nanton**
c/o Chief Administrative Officer
PO Box 609
Nanton, AB T0L 1R0
FAX: 403-646-2653
EMAIL: cao@nanton.ca

(e) **Town of Stavely**
c/o Chief Administrative Officer
PO Box 249
Stavely, AB T0L 1Z0
FAX: 403-549-3743
EMAIL: cao@stavely.ca

11.2 Each Municipality may amend its address for notice and/or primary contact set forth above from time to time, upon providing notice in writing to the other Municipalities providing the new municipal address and/or primary contact information.

SCHEDULE "A"

INVENTORY OF SERVICES

As of the effective date of the Intermunicipal Collaboration Framework, the Services consist of the following:

1. **Transportation** –consisting of services, equipment and facilities required or related to the transportation of vehicles, persons and goods including, without restriction:
 - (a) road and sidewalk construction, repair, maintenance and service;
 - (b) bridge inspection and maintenance;
 - (c) street cleaning;
 - (d) snow clearing and grading; and
 - (e) public transit and handibus operation;

2. **Water and Wastewater** – consisting of services, equipment and facilities required or related to the treatment and delivery of potable water and the collection and disposal of wastewater including, without restriction:
 - (a) water treatment and potable water supply and servicing including, without restriction:
 - (i) water treatment and storage of potable water;
 - (ii) transmission and distribution of potable water;
 - (iii) intermunicipal supply of potable water; and
 - (iv) construction, operation and maintenance of water treatment and potable water storage and distribution facilities;
 - (b) wastewater collection, treatment and disposal including, without restriction:
 - (i) collection and transmission of wastewater;
 - (ii) treatment, storage and disposal of wastewater;
 - (iii) intermunicipal transmission and acceptance of wastewater for treatment and disposal; and
 - (iv) construction, operation and maintenance of wastewater collection, transmission, treatment, storage and disposal facilities (including sewer flushing);

3. **Solid Waste & Recycling** – consisting of services, equipment and facilities required or related to the management and handling of solid waste and recyclables including, without restriction:
 - (a) residential curbside pickup, and commercial collection of solid waste;
 - (b) construction, operation and maintenance of solid waste transfer stations;

- (c) transportation of solid waste to landfill facilities;
- (d) collection, sorting, sales and disposal of recyclables;
- (e) construction, operation and maintenance of landfill facilities;
- (f) closure and post-closure operation and maintenance of landfill facilities including ground water monitoring;
- (g) construction, operation and maintenance of composting facilities; and
- (h) coordination of toxic waste round-ups;

4. **Emergency Services** – consisting of services, equipment and facilities required or related to the response to emergencies including, without restriction:

- (a) fire suppression, including the application of equipment and training to extinguish fires either on land or in structures;
- (b) emergency response, including
 - (i) vehicle extraction;
 - (ii) swift water rescue;
 - (iii) HAZMAT response and containment;

together with other response to sudden unexpected happening or unexpected occasion for action in which events require trained firefighters to use their skill and judgment in the application of firefighting equipment or rescue equipment and techniques to manage the emergency scene;

- (c) construction, operation and maintenance of fire halls;
- (d) emergency preparedness and disaster management;
- (e) safety code inspections;
- (f) fire investigations;
- (g) establishment of standard operating guidelines;
- (h) training and certification of firefighters relating to all or any of the above; and
- (i) review, evaluation, testing, repair, replacement, certification and/or bulk purchase of equipment relating to all or any of the above;

5. **Recreation** – consisting of services, equipment and facilities that contribute to the physical, social, intellectual and creative well-being of individuals and/or the community including, without restriction:

- (a) establishment, construction, operation and maintenance of:

- (i) parks (including spray parks);
 - (ii) recreational and sports facilities (including ice rinks, curling rinks, ball diamonds, sports fields, golf courses);
 - (iii) community halls and centres;
 - (iv) shooting and archery ranges;
 - (v) senior's drop in centres;
 - (vi) agriplex;
 - (vii) aquatic centre;
 - (viii) libraries;
 - (ix) museums;
 - (x) campgrounds;
- (b) programs and activities that take place within the identified facilities;
 - (c) special, heritage and cultural events;
6. **Drainage** – consisting of services, equipment and facilities required or related to the management of drainage including, without restriction:
- (a) collection transmission, storage and release of storm/drainage;
 - (b) construction, operation and maintenance of storm/drainage collection, transmission, treatment, storage and disposal facilities (including storm water ditch maintenance);
7. **Social Services** – consisting of services, equipment and facilities that contribute to the social and family supports including, without restriction:
- (a) Family and Community Support Services;
 - (b) day care centre;
 - (c) playschool; and
 - (d) animal shelter (CAREs);
8. **Planning, Development & Licensing** – consisting of services, equipment and facilities required or related to planning, development, licensing and permitting including, without restriction:
- (a) all development authority processes, including development permit applications and issuances;
 - (b) all subdivision authority processes, including subdivision applications and approvals;
 - (c) development agreements and management of construction of municipal infrastructure;

- (d) subdivision and development appeals;
 - (e) issuance of business licenses and other permits or licenses;
9. **Safety Codes** – consisting of services, equipment and facilities required or related to administration of safety codes including, without restriction:
- (a) building permit applications and approvals;
 - (b) building and safety code inspections;
 - (c) safety code compliance and enforcements;
10. **Community Peace Officers & Enforcement** – consisting of services, equipment and facilities required or related to bylaw enforcement and community peace officer including, without restriction:
- (a) bylaw and traffic enforcement;
 - (b) community peace officer (bylaw enforcement, animal protection, dangerous dogs, environmental protection, fuel tax, gaming and liquor, trespass to premises, petty trespass and prevention of youth tobacco);
11. **Economic Development** – consisting of services, equipment and facilities required or related to economic development including, without restriction:
- (a) joint economic development initiatives and related activities; and
 - (b) tourism and promotion;
12. **Weed and Pest Control** – consisting of services, equipment and facilities required or related to weed and pest control including, without restriction, weed control on:
- (a) municipal property;
 - (b) public works; and
 - (c) roadways;
13. **Cemeteries** – consisting of services, equipment and facilities required or related to cemeteries including, without restriction:
- (a) ownership, operation, and funding of cemeteries; and
 - (b) sales and management of cemetery plots;
14. **Medical Clinic** –consisting of services, equipment and facilities required or related to local medical clinics including, without restriction:
- (a) facilitation of medical clinic and family practices;
 - (b) ownership, operation, and leasing/licensing of medical clinic premises; and

(c) physician recruitment and retention programs;

15. **Airport** – consisting of services, equipment and facilities required or related to airports including, without restriction:

(a) ownership, operation, maintenance, and leasing/licensing of airport facilities and related premises; and

(b) snowplowing and weed control;

16. **Information Technology and Communications** – consisting of services, equipment and facilities required or related to information technology (IT) and communications including, without restriction:

(a) construction, ownership, operation, maintenance, and leasing/licensing of communications towers, facilities and related premises; and

(b) shared and/or intermunicipal IT support services;

together with such further and other aspects of the implementation, management, governance, operation, delivery and funding of the foregoing services which from time to time may be undertaken and/or provided by the Municipalities individually, intermunicipally, or through Third Parties.

SCHEDULE "B"

ICF COMMITTEE PROCEDURES

1. ICF Committee

The ICF Committee shall be made up of **Two (2)** elected representatives of each of the Municipalities, together with the Chief Administrative Officers of each the Municipalities in an advisory role, for the purposes of carrying out the responsibilities contemplated within Article 4 of this Intermunicipal Collaborative Framework and this Schedule.

2. Chair of the ICF Committee

Unless otherwise unanimously agreed to by the Municipalities:

- (a) the Chair of the ICF Committee shall rotate on an annual basis between each of the Municipalities;
- (b) the Chair for the first year will be a representative elected by the members of the ICF Committee at the first meeting of the ICF Committee following the effective date of this Intermunicipal Collaborative Framework;
- (c) thereafter the Chair shall rotate through the representatives of the Municipalities in an order agreed upon by the ICF Committee; and
- (d) the Chair for the first meeting of the ICF Committee following the effective date of this Intermunicipal Collaborative Framework will be Chief Administrative Officer of the Municipal District of Willow Creek No. 26.

3. Representatives

The Municipalities may each appoint alternate representatives to act on the ICF Committee in substitution for their appointed representative. Each of the Municipalities may at any time and from time to time by written notice replace its representative appointed by it, and any representative so replaced shall cease to be an ICF Committee member upon the giving of such notice. Copies of written notices shall be given to the other Municipalities, the individual so appointed as a new ICF Committee member, and the ICF Committee member who has been replaced.

4. Vacancies

A vacancy in the ICF Committee shall be filled by the Municipality who appointed the former representative whose loss created the vacancy. If there is a vacancy in the ICF Committee, the remaining representatives may continue to exercise the powers of the ICF Committee in accordance with the terms of this Agreement.

5. Quorum of ICF Committee

Quorum of the ICF Committee shall be satisfied where Seven (7) members of the ICF Committee are present, and each of the Municipalities is represented.

6. Decision Making

The ICF Committee will make decisions and provide recommendations to the Councils of the Municipalities by way of consensus, and evidence unanimous approval by all members of the ICF Committee as and when circumstance may require.

7. Referral to Dispute Resolution

If at any meeting of the ICF Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the ICF Committee, then notwithstanding any intermediate acts or negotiations any Municipality shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

8. ICF Committee Meetings

The ICF Committee shall meet at least **One (1)** time a year, or more as the ICF Committee determines.

9. Notice of Meetings

Notice of the time, place, and agenda of every meeting shall be given by the Chair with **not less than Thirty (30)** days notice.

10. Calling Meetings

Subject always to the requirements of the delivery of notice as contemplated above, the Chair shall call meetings of the ICF Committee:

- (a) as and when directed by the ICF Committee, in the form of meeting schedule approved by the ICF Committee or otherwise as directed from time to time; and
- (b) upon receipt of a request in writing received from a Municipality (together with detail respecting the reasons for the requested meeting as the Chair may reasonably require), and following consultation with:
 - (i) the requesting Municipality as to urgency of the requested meeting and the potential sufficiency of the next scheduled meeting of the ICF Committee; and
 - (ii) the next host Municipality's Chief Administrative Officer regarding the availability of facilities for the requested meeting.

It is understood and agreed that, save and except for ICF Committee meetings which are scheduled in advance by the ICF Committee, the Chair and the next host Municipality's Chief Administrative Officer will only be responsible for using their reasonable best efforts to arrange for and call a meeting upon the request of the ICF Committee or upon the request of a Municipality. Notwithstanding the foregoing, nothing shall prevent the Municipalities and/or members of the ICF Committee from having informal meetings and/or discussion at any time on an as needed basis in between formal meetings of the ICF Committee, in order to address any matter contemplated within this Intermunicipal Collaborative Framework including, without restriction, the subject matter(s) of any notice from a Municipality requesting a meeting of the ICF Committee.

11. Attendance at Meetings

The ICF Committee members, but not an individual ICF Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the ICF Committee and/or make submissions to the ICF Committee with respect to any matter or question being considered by it.

12. Location, Host Municipality and Costs of Meetings

Unless otherwise unanimously agreed to by the Municipalities:

- (a) the location of meetings of the ICF Committee shall rotate on a meeting by meeting basis between each of the Municipalities;

- (b) the municipality within which the meeting of the ICF Committee occurs will be the host Municipality, responsible for arranging the venue and other facilities required in order to carry out the meeting;
- (c) the Chief Administrative Officer of the host Municipality will coordinate the meeting dates, creation and circulation of agendas, and facility requirements with the Chair of the ICF Committee;
- (d) the costs of hosting a meeting of the ICF committee will be the responsibility of each host Municipality; and
- (e) the location and host Municipality for the first meeting of the ICF Committee will be the Municipal District of Willow Creek No. 26.

13. Records

The ICF Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the ICF Committee to be kept and maintained and copies of same shall be sent to each member and the Municipalities within **Fifteen (15) business days** following each meeting of the ICF Committee. Each ICF Committee member shall be entitled to reasonable access to all files and records of the ICF Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the ICF Committee will be retained at the offices of the Chair of the ICF Committee.

14. Limitation of Liability

No ICF Committee member shall be liable for the acts, neglect or default of such ICF Committee member, any other ICF Committee member, and/or the ICF Committee as a whole, provided that such ICF Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such ICF Committee member and the ICF Committee as a whole hereunder.

15. Remuneration of Committee Representatives

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

Combined Services List

Services Provided by the Municipality Directly

Service	Description	Lead Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Medical Clinic	Claresholm Medical Clinic	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Roads	Maintaining Roads, 2,200 kms with various surfaces (Pavement, Oil, Gravel)	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Bridges	Inspections & Bridge Rehab & Replacement	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Recycling Collection	Recycle Trailer	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Tower & Maintenance Support	To maintain MD Communications & facilitate internet service	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Disaster Management	Emergency Response	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Rental Equipment	Agricultural Equipment Rentals	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Business Licenses, Development Permits, planning services	Provide services to ratepayer	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Bulk Water Fill Stations	Whipple Well, Husted Well, Leeman Well	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Airport	Operation and maintenance of Claresholm Airport	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Community Peace Officers	Enforcement pursuant to authorities granted by solicitor general	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Hamlet of Granum services	transportation, water, sewer, garbage, recycling, bylaw enforcement, Fire, vegetation management, Cemetery	Municipal District of Willow Creek #26	MD Staff	MD Revenues
Garbage Collection	Curbside garbage collection to residential and commercial/industrial properties. This service is provided to the Residents of Claresholm as well as some MD residents (i.e. At Claresholm Airport)	Town of Claresholm	Town Staff	Town Revenues
CARes	Animal Shelter	Town of Claresholm	Town Staff	Town Revenues

Combined Services List

Services Provided by the Municipality Directly

Service	Description	Lead Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Street Maintenance	Town of Claresholm maintains all the streets within the Town of Claresholm. This includes snow clearing, street sweeping, and generally minor road repair.	Town of Claresholm	Town Staff	Town Revenues
Business Licenses, Development Permits	Provide services to ratepayer	Town of Claresholm	Town Staff	Town Revenues
Compost	Town of Claresholm maintains a compost area where residents can dump/dispose of yard waste such as grass clippings, small trees/branches (i.e. Christmas trees), etc. Residents can then also take compost to fertilize their yard/gardens.	Town of Claresholm	Town Staff	Town Revenues
Bylaw Enforcement	Town of Claresholm employees their own Peace Officer primarily to enforce and educate on Bylaws and public Safety.	Town of Claresholm	Town Staff	Town Revenues
Claresholm & District Museum	Claresholm operates a Museum and Visitor Information Centre.	Town of Claresholm	Town Staff	Town Revenues
Aquatic Centre	Provide an indoor pool for residents in the community and surrounding area in partnership with AHS.	Town of Claresholm	Town Staff	Town Revenues
Ice Arena	Provide an ice arena for residents in the community and surrounding area.	Town of Claresholm	Town Staff	Town Revenues
Ball Diamonds	Provide ball diamonds for residents in the community and surrounding area.	Town of Claresholm	Town Staff	Town Revenues
Other Parks	Provide parks and playgrounds including spray park and skate park for residents in the community and surrounding area.	Town of Claresholm	Town Staff	Town Revenues

Combined Services List

Services Provided by the Municipality Directly

Service	Description	Lead Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Roads & Sidewalk Maintenance	Town of Fort Macleod maintains all the streets and sidewalks within the municipal boundaries. This includes snow clearing, street sweeping, and general minor road repair. Any other work is contracted out.	Town of Fort Macleod	Town Staff	Town Revenues
Business Licenses, Development Permits	Provide services to ratepayer	Town of Fort Macleod	Town Staff	Town Revenues
Compost	Town of Fort Macleod maintains a compost area where residents can dump/dispose of yard waste such as grass clippings, small trees/branches (i.e. Christmas trees), etc. Residents can then also take compost to fertilize their yard/gardens. In the spring & fall we have an alley pickup.	Town of Fort Macleod	Town Staff	Town Revenues
Bylaw Enforcement	Town of Fort Macleod employs their own Bylaw Enforcement Officer primarily to enforce and educate on Bylaws and public safety and social issues in the community.	Town of Fort Macleod	Town Staff	Town Revenues
RV Sani Dump Station	RV Sani Dump Station is open seasonally and located at 215 Mills Street.	Town of Fort Macleod	Town Staff	Town Revenues
Weed Control	Town of Fort Macleod employees are trained to provide weed control for the community.	Town of Fort Macleod	Town Staff	Town Revenues
Emergency Mgmt.	The Town can if necessary provide emergency management services such as an EOC and reception center.	Town of Fort Macleod	Town Staff	Town Revenues
Pool	Provide an outdoor pool and water slide for residents in the community and surrounding area in partnership.	Town of Fort Macleod	Town Staff	Town Revenues
Ice Arena	Provide an ice arena for residents in the community and surrounding area.	Town of Fert Macleod	Town Staff	Town Revenues

Combined Services List

Services Provided by the Municipality Directly

Service	Description	Lead Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Ball Diamonds	Provide ball diamonds for residents in the community and surrounding area.	Town of Fort Macleod	Town Staff	Town Revenues
Other Parks	Provide parks and playgrounds for residents in the community and surrounding area. Including the Puppy Love Dog Park, Centennial Park (Spray & Skate Park), Lioness Park, as well as a number of green spaces.	Town of Fort Macleod	Town Staff	Town Revenues
Water Treatment & Distribution	Provide safe, secure potable water to the residents of the municipality.	Town of Fort Macleod	Town Staff	Town Revenues
Sewer Collection & Treatment	Provide sewer collection and treatment to the residents of the municipality.	Town of Fort Macleod	Town Staff	Town Revenues
Community Halls	Provide community halls (Fort Macleod & District Community hall and Scouts Hall) to the residents of the municipality and surrounding area.	Town of Fort Macleod	Town Staff	Town Revenues
Cemetery	Provide cemetery plots to interested customers.	Town of Fort Macleod	Town Staff	Town Revenues
Airport	Provide airport to interested customers.	Town of Fort Macleod	Town Staff	Town Revenues
Garbage Collection	Curbside garbage collection to residential and commercial/Industrial properties	Town of Stavely	Town Staff	Town Revenues
Water supply	The Town operates a water plant constructed in 2004 that supplies treated water to all the residents and businesses in the Town.	Town of Stavely	Town Staff	Town Revenues
Sewer	The Town operates a lagoon system which provides sewer services for all residents and businesses within the Town.	Town of Stavely	Town Staff	Town Revenues

Combined Services List

Services Provided by the Municipality Directly

Service	Description	Lead Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Roads / Sidewalks	The Town maintains all of the roads and sidewalks within the Town. This includes plowing and clearing snow in the winter on the roads and small patching to the roads in the summer. Any other works is contracted out.	Town of Stavely	Town Staff	Town Revenues
Parks	The Town maintains a small fully serviced campground along with a park and a number of small green spaces.	Town of Stavely	Town Staff	Town Revenues
Emergency Mgmt.	The Town can if necessary provide emergency management services such as an EOC and reception center.	Town of Stavely	Town Staff	Town Revenues
Water	The Town operates a water plant providing treated water to all residents	Town of Nanton	Town Staff	Town Revenues
Wastewater	The Town operates a WWTP facility for all its residents	Town of Nanton	Town Staff	Town Revenues
Roads/Sidewalks	Maintains roads and sidewalks, contracting out as needed	Town of Nanton	Town Staff	Town Revenues
Business Licenses/ Development Permits	Service provided to the community	Town of Nanton	Town Staff	Town Revenues
Emergency Management	The Town can provide emergency management services to the community if required	Town of Nanton	Town Staff	Town Revenues
Outdoor Swimming Pool	The Town provides an outdoor seasonal pool for its residents and user groups	Town of Nanton	Town Staff	Town Revenues, MD contribution
Ice Arena	The Town operates an ice arena for its residents and user groups	Town of Nanton	Town Staff	Town revenues, MD contribution
Ball Diamonds	The Town operates 4 baseball diamonds for its residents and user groups	Town of Nanton	Town Staff	Town Revenues
Other Parks	The Town operates a number of parks and trails for the community	Town of Nanton	Town Staff	Town Revenues
Municipal Enforcement	Community Peace Officer	Town of Nanton	Town Staff	Town Revenues
		Town of Nanton	Town Staff	Town Revenues

Combined Services List

Services Provided by the Municipality Directly

Service	Description	Lead Municipality	How The Service Will Be Provided	How The Service Will Be Funded
QMP	Level of Fire Service , Safety Codes and Fire Inspections	Town of Nanton	Town Staff	Town Revenues
Cemetery	Provision of plots and columbarium	Town of Nanton	Town staff	Town revenues, MD contribution
Compost		Town of Nanton	Town staff	Town revenues, MD contribution

Combined Services List

Services Provided Intermunicipally

Service	Description	Lead/Provider	How The Service Will Be Provided	How The Service Will Be Funded
Stavely Municipal Complex	The MD owns 2/3 of the facility (1/3 is Fire Hall) and the Town of Stavely owns 1/3	Town of Stavely	per service agreement	per service agreement
Volunteer Fire Service	Nanton, Claresholm, Stavely, Fort Macleod, Hamlet of Granum.	All Towns	per service agreement	per service agreement
Fire Training	Train the Trainer, First Aid, All Training Courses	MD	per service agreement	per service agreement
Firehall	The Town owns the Firehall	All Towns	per service agreement	per service agreement
QMP	Level of Fire Service & Safety Codes inspections & Fire Investigations to Stavely, Claresholm, Fort Macleod	MD	per service agreement	per service agreement
External Mutual Aid	Director of Emergency Management Services	MD	per service agreement	per service agreement
CPO	Bylaw & Traffic Enforcement for the Town of Stavely	MD	per service agreement	per service agreement
Weed Control	Weed contract with the Town of Claresholm Lagoons	MD	per service agreement	per service agreement
IT Services	IT Support for Town of Stavely/ Town of Claresholm	MD	per service agreement	per service agreement
Waste Collecticn	MD ratepayers are able to drop off garbage & Recycling weekly at designated site	Towns of Nanton, Claresholm, & Stavely	per service agreement	per service agreement
Toxic E-waste Roundup	Town of Claresholm/ Town of Fort Macleod Toxic E Waste Roundup on a 50/50 basis	MD	per service agreement	per service agreement

Combined Services List

Services Provided Intermunicipally

Service	Description	Lead/Provider	How The Service Will Be Provided	How The Service Will Be Funded
Ground Water Testing	Groundwater monitoring at the old landfill for 25 years. Cost shared 50/50 with Claresholm	MD	per service agreement	per service agreement
Bulk Water Fill Stations	MD rate payers can access the Bulk Water Fill Stations.	Claresholm, Stavely, Fert Macleed	per service agreement	per service agreement
Cemetery	Provide annual grants to help with maintenance cost. Annual \$3000.00 grant provided.	MD	per service agreement	per service agreement
Libraries	Grant funding for Towns through MD of Willow Creek Library Board, which MD Ratepayers use	MD	per service agreement	per service agreement
Recreation	Grant funding via Recreation agreement for Town's which MD Ratepayers use facilities	MD	per service agreement	per service agreement
Community Celebration	Grant funding via Recreation agreement to support Community celebrations in each town	MD	per service agreement	per service agreement
FCSS	Family and Community Support Services - Province/80% MD/20%	MD	per service agreement	per service agreement
Water/Sewer Services	Town of Claresholm owns and operates both a water treatment plant and a sewage lagoon. We have our own trained and certified operators as well as service and maintain all our T&D assets. Claresholm then provides treated water to Portions of the MD, including relief for the Hamlet of Granum, as well as sewage treatment for portions of the MD	Claresholm	per service agreement	per service agreement
Sewer flushing	Maintenance of sewer system in MD's Airport industrial area	Claresholm	per service agreement	per service agreement
Storm water ditch maintenance	The Town maintains the drainage ditch through the MD to the creek 7km south of town	Claresholm	per service agreement	per service agreement

Combined Services List

Services Provided Intermunicipally

Service	Description	Lead/Provider	How The Service Will Be Provided	How The Service Will Be Funded
Physician Retention & Recruitment Program	Attract Doctors into Town often through monetary subsidies	MD / Claresholm	per service agreement	per service agreement
Dust Control	Provide dust control as needed.	MD	per service agreement	per service agreement
Clinic	Nanton Medical Clinic	MD / Nanton	per service agreement	per service agreement
Handi Bus Transportation	Grant funding to support Handi Bus Service in each town	All Towns	per service agreement	per service agreement

Combined Services List

Services Provided by a 3rd Party

Service	Description	Agency	Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Assessment Services	Assessment services contract includes representing the MD at assessment appeals	Benchmark Assessors	Municipal District of Willow Creek #26	per service agreement	Municipal Revenues
Assessment Appeal Board	Chinook Regional Assessment Appeal Board	ORRSC	Municipal District of Willow Creek #26	per service agreement	per service agreement
Regional Subdivision Appeal Board	Regional Subdivision Appeal Board	ORRSC	Municipal District of Willow Creek #26	per service agreement	per service agreement
Safety Codes Services	All Safety Code Discipline	Park Enterprises / Superior / Inspections Group	Municipal District of Willow Creek #26	per service agreement	MD Revenues
Municipal Planning	Municipal Planning	ORRSC	Municipal District of Willow Creek #26	per service agreement	MD Revenues
Engineering	Engineering Services as needed	Various	Municipal District of Willow Creek #26	per service agreement	MD Revenues
Contractors for rehab & rebuild	Contractors Tendered as needed	Various	Municipal District of Willow Creek #26	per service agreement	MD Revenues
Moon River Estates	Treated water system for hamlet residents	County of Lethbridge	Municipal District of Willow Creek #26	per service agreement	MD Revenues
Granum Recreation	Park, Campground, Museum, Golf Course, Recreation Centre operated by volunteer organizations	Community Volunteer Societies	Municipal District of Willow Creek #26	lease agreement to Granum G&CC society	Lessor funded
Municipal Parks	Pine Coulee, Willow Creek and Clear Lake Parks under lease to Stavely Elks.	Stavely Elks Parks	Municipal District of Willow Creek #26	lease agreement to Stavely Elks	Funded by lessor
Assessment Services	Assessment services for purposes of property taxes. Contract also includes representing the Town in assessment appeals	Benchmark Consultants	Town of Claresholm	per service agreement	Town Revenues
Campground Attendant	Contract an individual or couple during May to October to manage the campground, taking reservations, check-in/check-out, cleaning facilities, etc.	Individual Contractor	Town of Claresholm	per service agreement	Town Revenues
General Contractor	Lawn/Weed maintenance, clearing of sidewalks, etc.	General Contractor	Town of Claresholm	per service agreement	Town Revenues
Municipal Planning	Municipal planning services for land development	ORRSC	Town of Claresholm	per service agreement	Town Revenues
GIS	GIS Mapping and support	Catalis	Town of Claresholm	per service agreement	Town Revenues
Building Permits and Inspections		Superior	Town of Claresholm	per service agreement	Town Revenues

Combined Services List

Services Provided by a 3rd Party

Service	Description	Agency	Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Community Centre	Gun Range and 2 halls (small and large) with stage and kitchen for rental for events etc.	Claresholm Community Center Association	Town of Claresholm	per service agreement	Town Revenues
Social Drop-in Centre	Facility to house seniors group events and gatherings.	Social Drop In Society	Town of Claresholm	per service agreement	Town Revenues
Agriplex	Grounds and horse arenas for indoor rodeos and events.	Claresholm & District Agriculture Society	Town of Claresholm	per service agreement	Town Revenues
Curling Rink	Provide a curling rink for residents in the community and surrounding area.	Curling Association	Town of Claresholm	per service agreement	Town Revenues
Golf Course	Provide golf course for residents in the community and surrounding area.	Bridges At Claresholm Golf Club	Town of Claresholm	per service agreement	Town Revenues
Day Care	Claresholm Child Care Society operates a year round day care operation, municipally subsidized.	Claresholm Day Care Society	Town of Claresholm	per service agreement	Town Revenues
Playschool	Two year playschool	Claresholm Day Care Society	Town of Claresholm	per service agreement	Town Revenues
Recycling Collection	Curbside recycling collection for residential properties and sorting facility for drop off for commercial/residential properties.	e360	Town of Claresholm	per service agreement	Town Revenues
Garbage Collection	Curbside garbage collection to residential and commercial/industrial properties. This service is provided to the residents of Fort Macleod.	e360 2025	Town of Fort Macleod	per service agreement	Town Revenues
Recycling Collection	The Town has a trailer and bins for cardboard at the arena parking lot for residents to drop off their recycling.	e360 2025	Town of Fort Macleod	per service agreement	Town Revenues
Museum	Fort Macleod Historical Association operates the museum on behalf of the Town.	Fort Macleod Historical Association	Town of Fort Macleod	per service agreement	Town Revenues
Curling Rink	Fort Macleod Curling Club provides a curling rink for residents in the community and surrounding area.		Town of Fort Macleod	per service agreement	Town Revenues
Library	Fort Macleod Library Board operates the library on behalf of the Town.		Town of Fort Macleod	per service agreement	Town Revenues
Assessment Services	Assessment services for purposes of property taxes. Contract also includes representing the Town in assessment appeals	Benchmark Consultants	Town of Fort Macleod	per service agreement	Town Revenues
Development	Municipal planning services for land development	ORRSC	Town of Fort Macleod	per service agreement	Town Revenues
Development	GIS Mapping and support	Catalis / ORRSC	Town of Fort Macleod	per service agreement	Town Revenues

Combined Services List

Services Provided by a 3rd Party

Service	Description	Agency	Municipality	How The Service Will Be Provided	How The Service Will Be Funded
Development Assessment Services	Building Permits and Inspections Assessment services for purposes of property taxes. Contract also includes representing the Town in assessment appeals	Park Enterprises Benchmark	Town of Fort Macleod Town of Stavely	per service agreement per service agreement	Town Revenues Town Revenues
Safety Code Services	Compliance monitoring in the areas of building, electrical, plumbing & gas.	Park Enterprises	Town of Stavely	per service agreement	Town Revenues
Planning & GIS Services	Planning, GIS mapping and assessment review services as needed.	ORRSC	Town of Stavely	per service agreement	Town Revenues
Recreation	The arena, golf course, archery lanes and Golden Age Center are situated on Town owned property. The Town has lease agreements in place with each of the groups that they operate the facilities for the benefit of the community and surrounding area.	Volunteer Organizations	Town of Stavely	per service agreement	Town Revenues
Engineering Recycling Collection	Engineering services as needed Curbside recycling collection for residential properties.	ISL & MPE Dump Gump	Town of Stavely Town of Stavely	per service agreement per service agreement	Town Revenues Town Revenues
Safety Code Services	Safety code services for building, electrical, plumbing and gas.	Superior Safety Codes	Town of Nanton	per service agreement	Town Revenues
Assessment Services	Assessment services for purposes of property taxes. Contract also includes representing the Town in assessment appeals	Benchmark Consultants	Town of Nanton	per service agreement	Town Revenues
Solid Waste & Recycling Collection	Curbside garbage and recycling pickup	TNT Disposals	Town of Nanton	per service agreement	Town Revenues
Planning Services	Planning, GIS mapping and assessment review services as needed.	ORRSC & ISL	Town of Nanton	per service agreement	Town Revenues
Recreation	Campground, Golf Course & Ag grounds	Nanton Lions Clubs / Golf Club / Nanton & District Agriculture Society	Town of Nanton	per service agreement	Town Revenues
Senior's Drop-in Centre	Facility to house seniors group events and gatherings.	Kozy Korner	Town of Nanton	per service agreement	Town Revenues
Engineering Community Centre	Engineering Services as needed 2 halls (upstairs and downstairs) with stage and kitchen for rental for events etc.	MPE / CIMIA / AE Memorial Community Center Society	Town of Nanton Town of Nanton	per service agreement per service agreement	Town Revenues Town Revenues
FCSS	Family & Community Support Services	Nanton Quality of Life	Town of Nanton	per service agreement	Town Revenues
Curling Rink	Provide a curling rink for residents in the community and surrounding area.	Nanton Curling Club	Town of Nanton	per service agreement	Town Revenues

Combined Services List

Services Provided by a 3rd Party

Service	Description	Agency	Municipality	How The Service Will Be Provided	How The Service Will Be Funded
911	emergency dispatch system	Foothills Regional Emergency Services Commission	Regional Board Town of Nanton	As per Service Agreement	As per Service Agreement
Dust Control & Street Sweeping		Private Contractors		As per Service Agreement	As per Service Agreement
Joint Use Planning Agreements	Livingstone Range School Division	LRSD	All Towns	As per Service Agreement	As per Service Agreement

SCHEDULE "F"

INITIAL IMPLEMENTATION PLAN

1. **Existing Intermunicipal Services** – all Intermunicipal Services listed within **Schedule "D"** attached to this Intermunicipal Collaboration Framework which are shown as currently being provided on an intermunicipal basis are:

- (a) provided intermunicipally on a shared basis amongst the Municipalities listed within the "Shared With" column of the Intermunicipal Services list;
- (b) delivered by the Municipality noted as the lead or provider Municipality within the "Lead/Provider" column of the Intermunicipal Services list; and
- (c) funded on a shared costs basis (i.e. proportionate to benefit, use, service level, population base, or other basis negotiated from time to time) and/or on a fee for service basis;

all as more particularly defined within the specific Implementation Agreement applicable to each such Intermunicipal Service, and subject to amendments to or replacements of such Implementation Agreements from time to time;

2. **Planned Intermunicipal Services** – all Intermunicipal Services listed within **Schedule "D"** attached to this Intermunicipal Collaboration Framework which are shown as planned to become provided on an intermunicipal basis after the establishment of this Intermunicipal Collaboration Framework are:

- (a) planned to be:
 - (i) provided intermunicipally on a shared basis amongst the Municipalities listed within the "Shared With" column of the Intermunicipal Services list;
 - (ii) delivered by the Municipality noted as the lead or provider Municipality within the "Lead/Provider" column of the Intermunicipal Services list;
 - (iii) funded on a shared costs basis (i.e. proportionate to benefit, use, service level, population base, or other basis negotiated from time to time) and/or on a fee for service basis;

all as more particularly defined within the specific Implementation Agreement applicable to each such planned Intermunicipal Service, and subject to amendments to or replacements of such Implementation Agreements from time to time;

- (b) planned to be discontinued by each participating Municipality on an individual or Third Party basis, as the case may be, upon:
 - (i) the commencement of the corresponding Intermunicipal Service by the Lead/Provider Municipality under the applicable Implementation Agreement;
 - (ii) if applicable, the transfer or other sharing arrangement for assets, facilities and/or staff necessary or convenient for the delivery of the Service on a intermunicipal basis; and

- (iii) the coordinated termination of any Third Party Service or Individual Municipal Service;

as more particularly agreed upon by the participating Municipalities within the specific Implementation Agreement applicable to each such proposed Intermunicipal Service; and

- (c) to be implemented under an Implementation Agreement within the time frame identified for each such proposed Intermunicipal Service within **Schedule "C"** attached to this Intermunicipal Collaboration Framework, unless extended by agreement of the participating Municipalities pursuant to the specific Implementation Agreement applicable to each such planned Intermunicipal Service, or otherwise;

and may be subject to such additions or revisions to the Implementation Plan as may be further agreed upon by the Municipalities participating within the each such planned Intermunicipal Service.

3. Future Intermunicipal Services – all future Intermunicipal Services which are proposed by a Municipality and/or the ICF Committee pursuant to the processes of Sections 7.1 to 7.8 of this Intermunicipal Collaboration Framework shall be implemented pursuant to an Implementation Plan agreed upon by the Municipalities participating in the future Intermunicipal Service, which process and plan may, without restriction, include and/or contemplate the following:

- (a) **ICF Subcommittee** – following the identification of a potential future Intermunicipal Service, the ICF Committee may create a subcommittee to:

- (i) review the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
- (ii) review the individual and intermunicipal needs for the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
- (iii) review the merits of the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service
- (iv) develop a more detailed recommendation respecting the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service, for consideration by the Municipalities;
- (v) seek and obtain any advice of consultants or advisors which are determined to be necessary or valuable for the purposes of the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
- (vi) undertake any other activity regarding the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service, as the ICF Committee may identify as terms of reference or scope of work for the identified subcommittee;

- (b) **Regional Services Study** – the undertaking of any number of regional service studies or investigations for the purposes of determining key facts, statistics, or other information relevant to the discharge or performance of the ICF Subcommittee's duties, responsibilities, terms of reference and/or scope of work including, without restriction:

- (i) assessment of any proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
 - (ii) development of recommendations for the ICF Committee; and
 - (iii) development of any plans for implementation of the proposed future Intermunicipal Service;
- (c) **Schedule** – a schedule for the review, recommendation, implementation, and commencement of the proposed future Intermunicipal Service;
- (d) **Implementation Plan** –development of an Implementation Plan to be agreed upon by the participating Municipalities, which plan may include, without restriction:
- (i) identification of the Municipalities participating in the proposed future Intermunicipal Service;
 - (ii) identification of the lead/provider Municipality or Municipalities, that will deliver of the proposed future Intermunicipal Service;
 - (iii) proposed start date(s) that the change or new Service will take effect;
 - (iv) strategy used to fund the applicable Service, including any Capital Project associated with the proposed future Intermunicipal Service;
 - (v) plans for carrying out any Capital Project associated with the proposed future Intermunicipal Service;
 - (vi) plans to phase out the existing Service delivery and to initiate the new mode of Service delivery;
 - (vii) plans for the phasing in or out of cost sharing, or other financial arrangements;
 - (viii) plans for any necessary changes to the applicable Intermunicipal Development Plans, and/or any other affected statutory plans, to reflect or accommodate the change of new Service being implemented;
 - (ix) review dates to evaluate the efficiency and/or effectiveness of the change and/or new Service, and the strategy used to fund the applicable Service; and
 - (x) whether or not, and/or the extent to which, the implementation shall be completed by an Implementation Agreement.

SCHEDULE "G"

DISPUTE RESOLUTION PROCEDURE

1. **Dispute** – In this Dispute Resolution Procedure, the term "Dispute" means and includes:
 - (a) any disagreement or controversy between the Municipalities concerning any matter arising out of this Intermunicipal Collaborative Framework including, without restriction, where:
 - (i) the ICF Committee is unable to reach an agreement on a recommendation to provide to the Councils of the Municipalities pursuant to Section 7.8 of this Intermunicipal Collaboration Framework; and
 - (ii) the municipal Councils of the Municipalities are unable to reach an agreement on the adoption or implementation of the recommendation of the ICF Committee pursuant to Section 7.8 of this Intermunicipal Collaboration Framework;
 - (b) any disagreement or controversy between Two (2) or more of the Municipalities concerning any matter arising out of this Intermunicipal Collaborative Framework including, without restriction, where:
 - (i) Two (2) or more of the Municipalities are unable to reach an agreement on an Implementation Agreement necessary to implement an Intermunicipal Service; and
 - (ii) Two (2) or more of the Municipalities are unable to resolve a disagreement or controversy arising from, within or under an Implementation Agreement;
2. **Dispute Process** – In the event of any Dispute, the Municipalities agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation amongst the Municipalities involved in the Dispute;
 - (b) second, by review, discussion and negotiation of the ICF Committee;
 - (c) third, by way of Mediation; and
 - (d) fourth, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Municipalities.

Negotiation, mediation or arbitration shall refer to, take into account, and apply the intentions and principles stated by the Municipalities within this Intermunicipal Collaboration Framework including, without restriction, the Collaboration Principles.

3. **Negotiation** – A Municipality may give written notice ("Dispute Notice") to the other Municipality or Municipalities involved in a Dispute, which notice will outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Municipalities identified in the Dispute Notice shall each appoint a representative to meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within Thirty (30) days of receipt of the Dispute Notice, unless otherwise extended and/or agreed to by the Municipalities involved in the Dispute the negotiation shall be deemed to have failed.
4. **ICF Committee** – If the representatives cannot resolve the Dispute within such Thirty (30) day

period by way of negotiation, then the Dispute shall be referred to the ICF Committee:

- (a) each Municipality involved in the Dispute will provide the ICF Committee with written notice outlining in reasonable detail the relevant information concerning the Dispute and the details of the matters in Dispute that are to be resolved, within Thirty (30) days after the date that negotiation has been deemed to have failed;
- (b) the ICF Committee will meet within Sixty (60) days from the date that negotiation has been deemed to have failed;
- (c) the ICF Committee will discuss the Dispute, negotiate (with or without the assistance of a facilitator) and attempt to resolve the Dispute; and
- (d) if the Dispute is not resolved within Sixty (60) days of the date that negotiation has been deemed to have failed, unless otherwise extended and/or agreed to by the Municipalities involved in the Dispute the attempted resolution of the Dispute by or through the ICF Committee shall be deemed to have failed.

5. Mediation – In the event the ICF Committee is unable to resolve the Dispute within such Sixty (60) day period, then the Dispute shall be referred to mediation:

- (a) if the Municipalities involved in the Dispute are unable to agree on the name of a mediator within Thirty (30) days from the date of the last meeting of the ICF Committee, any Municipality may apply to the Minister of Municipal Affairs to appoint a mediator;
- (b) the Municipalities involved in the Dispute will provide to the mediator with written notice specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated, within Thirty (30) days after the mediator is agreed to or appointed;
- (c) the Municipalities involved in the Dispute will meet with the mediator within Sixty (60) days after the mediator is agreed to or appointed and will attempt to resolve the Dispute;
- (d) the costs of mediation shall be shared equally between the Municipalities participating in the mediation;
- (e) the mediator will prepare a report outlining any agreements between the Municipalities and a list of any outstanding items;
- (f) in the event that:
 - (i) Municipalities involved in the Dispute have failed to meet with the mediator within Sixty (60) days after the mediator is agreed to or appointed; or
 - (ii) the mediator is unsuccessful in resolving all matters comprising the Dispute by agreement of the Municipalities within Sixty (60) days from the date of the first meeting with the mediator;

unless otherwise extended and/or agreed to by the Municipalities involved in the Dispute the attempted resolution of the Dispute by or through mediation shall be deemed to have failed.

6. Arbitration – In the event a Dispute cannot be resolved through the foregoing negotiation and mediation, then the Dispute may be referred to arbitration:

- (a) any Municipality involved in the Dispute may refer the Dispute to arbitration by a single arbitrator by giving written notice (“Arbitration Notice”) to the other Municipalities involved in the Dispute, which notice:
 - (i) must be given within Sixty (60) days of the last meeting of the mediation; and
 - (ii) will specify the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated;
- (b) if the Municipalities involved in the Dispute are unable to agree on the name of a single arbitrator within Thirty (30) days from the date of the Arbitration Notice, any Municipality may apply to the Minister of Municipal Affairs to appoint an arbitrator;
- (c) the Municipalities involved in the Dispute will provide to the arbitrator a copy of the mediator's report;
- (d) the decision of the arbitrator shall be final and binding upon Municipalities involved in the Dispute;
- (e) the *Municipal Government Act* and the Regulations in force from time to time shall apply to powers of the arbitrator and to arbitration proceedings commenced pursuant to this Intermunicipal Collaboration Framework;
- (f) the costs of arbitration shall be shared equally between the Municipalities participating in the arbitration, subject to any award on costs by the arbitrator.



INFORMATION BRIEF

Meeting: October 7, 2024
Agenda Item: 5.4

SUBJECT: Vacancy in Position of Councilor

Purpose:

To assist the Nanton Town Council in deciding whether to fill the vacancy left by the resignation of Councillor Todd through a by-election or to refer to Section 162(b) of the Municipal Government Act, which allows for specific circumstances under which a vacancy may not necessitate a by-election.

Background:

Councillor Todd has resigned, creating a vacancy on the Nanton Town Council. The council currently consists of six councillors. According to the Municipal Government Act, particularly Section 162(b), there are guidelines regarding the filling of council vacancies.

*Section 162 A council must hold a by-election to fill a vacancy on council **unless**
(b) the council consists of 6 or more councillors and the vacancy occurs
(i) in the 18 months before a general election and there is only one vacancy.*

Recommendation:

The council should weigh the importance of representation against the logistical considerations of a by-election. If choosing to fill the vacancy, planning should begin immediately to ensure a smooth election process. If opting to refer to Section 162(b), a clear communication plan should be established to inform the community of the decision and the rationale behind it.

Prepared By: Sara-Lynn Lyons

CAO Comments:

The next municipal general election is on October 20th, 2025. If a byelection were organized, the winner would serve for less than 12 months. In another few weeks, it will be acceptable under the *Municipal Government Act* to operate with only 5 councillors until the next general election. It is in Council's purview whether a byelection is held or not, however.

CHIEF ADMINISTRATIVE OFFICER

Date Signed: October 3rd 2024



REQUEST FOR DECISION

Meeting: October 7th 2024
Agenda Item: 5.5

Proposed Property Assessment Subclass Bylaw

Recommendation(s):

- That proposed Bylaw 1400/24 'Property Assessment Subclass Bylaw' is given first reading by title.
- That proposed Bylaw 1400/24 is posted on the Town website for a public notice period/ feedback opportunity.

Purpose: To update and replace the existing bylaw ahead of the new year.

Background:

In 2020 council passed bylaw No. 1339/20 which was new bylaw intended to incentivize small businesses while also encouraging development of non-residential property that has been vacant for several years. In the three years it has been in place there has been varying degrees of success. A good number of small businesses have qualified for a decent discount while there has only been a small amount of movement on development of vacant non-residential properties.

In terms of numbers, the small business incentive looks as follows:

2021 – 52 properties filed the appropriate paperwork and received a 10% discount
2022 – 37 properties filed the appropriate paperwork and received a 10% discount
2023 – 50 properties filed the appropriate paperwork and received a 10% discount
(These numbers equate to approximately 53% of properties that are eligible, and the discount has equated to on average about \$11,500 that ends up being covered/spread among the residential tax base)

Under the bylaw, a small business property is defined as –

A property that is owned or leased by a business that:

- Held a valid Town of Nanton business license attached to the property on December 31 of the preceding tax year; and
- Had no more than ten (10) full-time employees across Canada on December 31 of the preceding tax year.

The criteria were set and designed to identify and reward active small businesses on non-residential properties. In review of the non-residential properties there is about 15 to 20% that don't qualify due to having more than 10 full time employees. There has been some argument that the discount offered is somewhat unfair, but this is what is currently in place.

In terms of the vacant non-residential sub-class, the numbers look as follows:

2021 – 0 properties (Two properties were issued letters, but took steps to avoid the sub-class)
2022 – 1 property

2023 – 1 property
(The two properties noted were taxed at twice the non-residential rate)

Of these properties, some small steps have been taken to become non-vacant, so there have potentially been some marginal successes.

A new prospective bylaw

Due to the new Land Use Bylaw, a renewed bylaw was essential for 2025. Based on Council feedback since 2023, staff has developed a draft that would, subject to some final legal review, provide the following tax-varying powers:

- A continued ability to at least double taxes on a NR Vacant property as defined by the bylaw (areas districted M-DWT). **EXISTING, BUT MODIFIED**
- A continued ability to cut the tax rate for Small Business Property by up to 25%. **EXISTING, BUT UPDATED**
- An ability to cut the residential tax rate on the Multi-Unit Dwelling Property Subclass by up to 50% in R-GEN districted areas. **PROPOSED NEW**

The continued attraction for Council in the creation of these powers is that properties in any of these subclasses can be taxed at the regular rate if Council chooses not to vary the subclass rate. For example, if the time is not right to have a tax incentive for multi-unit dwellings, a rate different from the regular residential rate need not be created.

If Council chooses to proceed with this revised bylaw, Administration will also draft a 'sister' policy for this bylaw that is revised annually at budget, transparently setting out Council's position and case for subclass variation. It will be easier to revisit regularly than the bylaw itself.

The scope for modifications to the **Small Business Property Class** is limited due to the regulation around it. For example, Home Occupations are not eligible as the properties themselves are residential. At present, it can apply to eligible NR properties that had no more than ten (10) full-time employees across Canada at December 31 of the preceding tax year. **Council could choose to expand this to up to fifty (50) employees (the provincial limiting definition) if it wishes.**

In summary the purpose of the proposed subclasses are as follows:

- **Vacant Non-Residential:** stimulus for building owners to use their downtown commercial buildings for the benefit of the local economy (not leave them long term vacant)
- **Small Business Property:** Tax break to encourage/reward small business in non-residential properties.
- **Multi-Unit Dwelling:** Tax break to incentivize an element of rental housing in new multi-unit dwelling construction that helps facilitate local economic needs (principally labour market challenges for employers).

These measures are on top of the non-residential tax development incentives passed earlier in the year. Together, these powers give this and future Councils significant ability to stimulate or incentivize particular types of development and use.

Enforceability remains a question that comes up a little around certain eligibility criteria in these classes (as some owners do pursue the 'workaround'). The major change there is that a Peace Officer will be authorized to enter a property to ascertain if a property, the owner having completed a statutory declaration, is genuinely home to an operating business or two or more residential rental tenures are in effect.

It is important to underline that this bylaw provides a property tax varying power for Council but does not commit Council to a specific fiscal course of action. These powers can, if desired, remain dormant until it is felt necessary to implement the capability of varying subclasses.

ADMINISTRATIVE RECOMMENDATION:

DECISION OPTIONS:

- #1 – To give Bylaw 1400/24 first reading with a public notice period before proceeding
- #2 – To give Bylaw 1400/24 all three readings
- #3 – To not approve

ALTERNATIVES:

- REFER to (Administration or Committee)
- DEFER the matter to the Council meeting of (date)

Financial (GL# / Amount) :

Communications/PR:

Applicable Legislation: Municipal Government Act

Attachments: Draft Bylaw

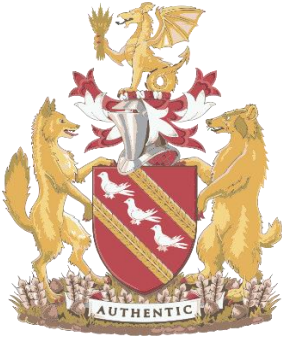
Prepared By: Neil Smith

Date: October 1st 2024



APPROVED BY: Neil Smith, Chief Administrative Officer:

NANTON STRATEGIC PLAN ALIGNMENT			
<input type="checkbox"/>	OPERATIONS	<input type="checkbox"/>	EMERGENCY SERVICES
<input type="checkbox"/>	PLANNING & DEVELOPMENT	<input checked="" type="checkbox"/>	COMMUNITY & ECONOMIC DEVELOPMENT
<input type="checkbox"/>	GOVERNANCE & CORPORATE SERVICES	<input type="checkbox"/>	NOT APPLICABLE
PRIORITY OR ACTION:			



Town of Nanton

BYLAW NUMBER: 1400/24

A BYLAW OF THE MUNICIPALITY OF THE TOWN OF NANTON IN THE PROVINCE OF ALBERTA TO AUTHORIZE ASSESSMENT SUB CLASSES

WHEREAS Section 297 of the Municipal Government Act, RSA 2000, Chapter M-26 (the Act) allows for the non-residential assessment class to be divided into Class 1 (residential) and Class 2 (non-residential) sub-classes;

WHEREAS Council deems it necessary to identify properties within the M-DWT (Mixed Use Downtown) Land Use District (Bylaw 1389/24 as amended) that meet the criteria as outlined within this Bylaw for the designation of these Class 2 (non-residential) assessment sub-classes;

WHEREAS Council deems it necessary to identify properties within the R-GEN (General Residential) Land Use District (Bylaw 1389/24 as amended) that meet the criteria as outlined within this Bylaw for the designation of these Class 1 (residential) assessment sub-classes;

WHEREAS Council also deems it necessary to develop certain definitions and criteria to determine a property's inclusion in the assessment sub-class;

NOW THEREFORE the Council of the Town of Nanton, in the Province of Alberta, in open meeting assembled hereby enacts as follows:

PART I – PURPOSE AND INTERPRETATION

1. Purpose:

The purpose of this Bylaw is to set the criteria for property to be taxed as Class 1 or Class 2 sub-classes under the R-GEN or M-DWT Land Use District within the Town of Nanton:

- (i) Vacant Non-Residential Property Sub-Class
- (ii) Other non-residential property.
- (iii) Small Business Property Sub Class
- (iv) Multi-Unit Dwelling Property Sub Class

2. Citation:

This Bylaw is cited as the Property Assessment Sub-Classes Bylaw.

3. Definitions:

Words in this Bylaw have the same meaning as in the Municipal Government Act, except as follows:

- (a) "M-DWT" means the Mixed-Use Downtown Land Use District designation in Town of Nanton Bylaw No.1389/24, as amended.

- (b) “Current taxation year” means the year in which the current annual taxes are levied against assessed real property;
- (c) “Non-Residential Property” has the same meaning as in Section 297(4)(b) of the Municipal Government Act;
- (d) “Multi-Unit Dwelling” – means a property with three (3) or more dwelling units that:
- i. meet the definition of dwelling (multi-use) in the Town of Nanton Land Use Bylaw 1389/24, as amended; and
 - ii. is located within the R-GEN Land Use District as defined by Town of Nanton Land Use Bylaw 1389/24, as amended; and
 - iii. is located within the boundaries of the Westview Area Structure Plan area as defined by Town of Nanton Westview Area Structure Plan 1362/22, as amended; and
 - iv. is comprised of two or more residential rental tenures.
- (e) “Municipal Government Act” means the Municipal Government Act, RSA 2000, c M26, as amended from time to time;
- (f) “Parcel of Land” has the same meaning as in Section 1(1)(v) of the Municipal Government Act;
- (g) “Property” has the same meaning as in Section 284(1)(r) of the Municipal Government Act;
- (h) “Residential rental tenure” means occupancy of a dwelling unit under a rental agreement that is subject to the Residential Tenancies Act.
- (i) “Small Business Property Sub Class” means property in the municipality, within the M-DWT Land Use District, that is owned or leased by an operating business that:
- i. held a valid Town of Nanton business licence attached to the property at December 31 of the preceding tax year; and
 - ii. had no more than ten (10) full-time employees across Canada at December 31 of the preceding tax year.
- (j) “Vacant Non-Residential Property Sub Class” means property in the municipality that is owned or leased by a business or person that:
- (i) is located within the M-DWT Land Use District as defined by Town of Nanton Land Use Bylaw 1389/24, as amended; and
 - (ii) has improvements assessed at or above \$200,000 in value within the Town of Nanton assessment roll in the preceding tax year; and
 - (iii) was subject to non-residential taxation in the two preceding tax years; and
 - (v) had no valid municipal or regional business licence attached to the property in the two preceding tax years; and
 - (v) had not been connected to the water or sewer utilities or had used under 10m³ metred water and sewer annually in the two preceding tax years; and
 - (vi) is not currently assessed as an approved residential or other permitted use that does not require a business licence; and
 - (vii) has no attached development permit in good standing approved and issued by the municipal subdivision and development authority.



4. Interpretation:

- 4.1 Headings, titles and preambles in this Bylaw are for ease of reference only.
- 4.2 References to one gender includes the other and the singular includes the plural as the context requires.
- 4.3 Every provision of this bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid by a Court, all other provisions of this Bylaw remain valid and enforceable.
- 4.4 References to bylaws and enactments in this bylaw include amendments and replacement bylaws and enactments, and regulations and orders thereunder.
- 4.5 Offences under this Bylaw are strict liability offences.

5. Application

- 5.1 Nothing in this Bylaw relieves a person from the obligation to comply with a provision of any other bylaw or enactment, or the requirements of a permit, order or license issued under another bylaw or enactment.
- 5.2 Nothing in this Bylaw prohibits a person from engaging in any activity that is lawfully permitted by another bylaw or enactment, or pursuant to a permit, order or license granted under the authority of another bylaw or enactment and reasonably contemplated within the scope of a permit, order or license.

6.0 Vacant Non-Residential Property Sub-Class

- 6.1 Any property within the Town of Nanton meeting the criteria for the Vacant Non-Residential Property, as per the provisions of the Bylaw, is subject to a municipal tax rate set that:
 - (i) must not be less than the non-residential tax rate for Other Non-Residential property;
 - (ii) must not be greater than 200 per cent of the non-residential tax rate for Other non-residential property.
- 6.2 The amount of revenue raised over and above the Other Non-Residential municipal tax rate from those properties meeting the criteria for the Vacant Non-Residential Property sub-class assessment, shall be:
 - (i) separately accounted for and transferred to the Town of Nanton "Public Realm Improvement Reserve Fund" for the purpose of funding amenities, infrastructure and other improvements that tangibly and visibly improve the physical condition, appearance and function of the public realm and provide a public benefit to the community overall.
- 6.3 A property in the Vacant Non-Residential Property sub-class shall be placed in the Other Non-Residential class if all owners registered on title sign a statutory declaration, in a form approved by the Chief Administrative Officer, declaring that the property no longer meets the definition of a Vacant Non-Residential Property in the current taxation year in accordance with the following deadlines:
 - (i) On or before January 31.



- 6.4 On or before September 30th , the Town of Nanton shall send an advisory notice to the owner registered on title of any property that may be subject to the Vacant Non-Residential Property sub-class in the next tax year, advising them of:
- (i) the criteria for being placed in the Vacant Non-Residential sub-class;
 - (ii) the impact on municipal property taxes of being placed within said sub-class in the next tax year;
 - (iii) the statutory declaration regulations and deadline.
- 6.5 The properties that comprise the Vacant Non-Residential Property Sub-Class will be identified within the Assessment Roll that is made public annually as per the provisions of the MGA, Part 9, Division 2.
- 7.0 Small Business Property Sub-Class**
- 7.1 Any property within the Town of Nanton meeting the criteria for the Small Business Property, as per the provisions of the Bylaw, will have a tax rate set that:
- (i) must not be less than 75 per cent of the non-residential tax rate for other non-residential property.
 - (ii) must not be greater than the non-residential tax rate for other non-residential property.
- 7.2 A property in the Small Business sub-class shall be placed or remain in the sub-class if all owners registered on title sign a statutory declaration, in a form approved by the Chief Administrative Officer, declaring that their property meets the definition of a Small Business Property in the current taxation year in accordance with the following deadlines:
- (ii) On or before January 31.
- 7.3 The properties that meet the definition of a Small Business Property will be identified within the Assessment Roll that is made public annually as per the provisions of the MGA, Part 9, Division 2.
- 8.0 Multi-Unit Dwelling Property Sub-Class**
- 8.1 Any property within the Town of Nanton meeting the criteria for a Multi-Unit Dwelling Property, as per the provisions of the Bylaw, is subject to a municipal tax rate set that:
- (i) must not be less than 50 per cent of the residential tax rate for other residential property.
 - (ii) must not be greater than the residential tax rate for other residential property.
- 8.2 A property in the Multi Unit Dwelling sub-class shall be placed or remain in the sub-class if all owners registered on title sign a statutory declaration, in a form approved by the Chief Administrative Officer, declaring that their property meets the definition of a Multi-Unit Dwelling in the current taxation year in accordance with the following deadlines:
- (ii) On or before January 31.
- 9.0 Statutory Declarations**
- 9.1 A person shall not make a false or misleading statement or provide any false or misleading information on a statutory declaration signed in accordance with this Bylaw.



- 9.2 A mandatory condition of statutory declarations shall include permission for onsite inspections of properties to satisfy a Peace Officer or Bylaw Enforcement Officer that:
- (i) a licensed business is or is not in operation pursuant to subclass definitions (Vacant Non Residential Property Subclass; Small Business Property Subclass);
 - (ii) two or more residential rental tenures are in effect pursuant to subclass definition (Multi-Dwelling Property Subclass).
- 9.3 If any condition of the statutory declaration signed in accordance with this Bylaw is contravened, or if a false or misleading statement or false or misleading information was provided on the statutory declaration by the persons registered on titles, the said persons:
- (i) Will be liable to pay the tax rate approved for their property's appropriate sub-class for the current taxation year;
 - (ii) Will be guilty of an offence and shall be liable for a minimum specified penalty of \$5,000.

10.0 ENACTMENT/ TRANSITION

- 10.1 If any clause in this bylaw is found to be invalid, it shall be severed from the remainder of the bylaw and shall not invalidate the whole bylaw.
- 10.2 The Assessment Sub-Classes will become effective upon final passing of this bylaw and will be applied to those properties meeting the provisions of this Bylaw as of January 2, 2025.

11. EFFECTIVE DATE AND READINGS

- 11.1 This bylaw repeals Bylaw #1339/20 and any amendments thereto.
- 11.2 Read a **first** time this ____ day of _____, 2024

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER



11.3 Read a **second** time this ____ day of _____, 2024.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

11.4 Read a **third** time this ____ day of _____, 2024.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

DRAFT





REQUEST FOR DECISION

Meeting: October 7th 2024
Agenda Item: 5.6

SNOW AND ICE CONTROL POLICY UPDATE

PURPOSE:

Public Works have recommended some alterations to the priority map of the Snow and Ice Control Policy, last updated in February 2021.

ADMINISTRATIVE RECOMMENDATION:

That the Snow and Ice Control Policy is adopted as presented, replacing the 2021 policy.

BACKGROUND / IMPLICATIONS:

The existing policy is geared toward typical snow events for the local area rather than exceptional circumstances or seasons. However, it provides guidelines for more extreme snow falls.

The proposed policy includes a revised route map and provisions for posting online reminders with respect to what should be expected during and after a larger snow event. Nanton's winter weather is nothing if not inconsistent year on year and some flexibility for the Operations department is required.

It is important to remember that this is primarily a document that sets objectives, goals and timelines as well as identifying the desired service levels for the community. The responsibility of administration and staff is to make reasonable progress in meeting these requirements consistently each winter with resources they have at their disposal.

Priority routes have largely been amended to reflect what the Public Works crew experience on the ground annually. While it is a bit of an expansion of priority one red and priority 2 blue compared to 2021, this approach makes more sense to the crew of 2024 in terms of their overall approach to clearing and storage. In summary:

Extended Priority #1 on 22 Ave to the north of 18 street to 26 Ave

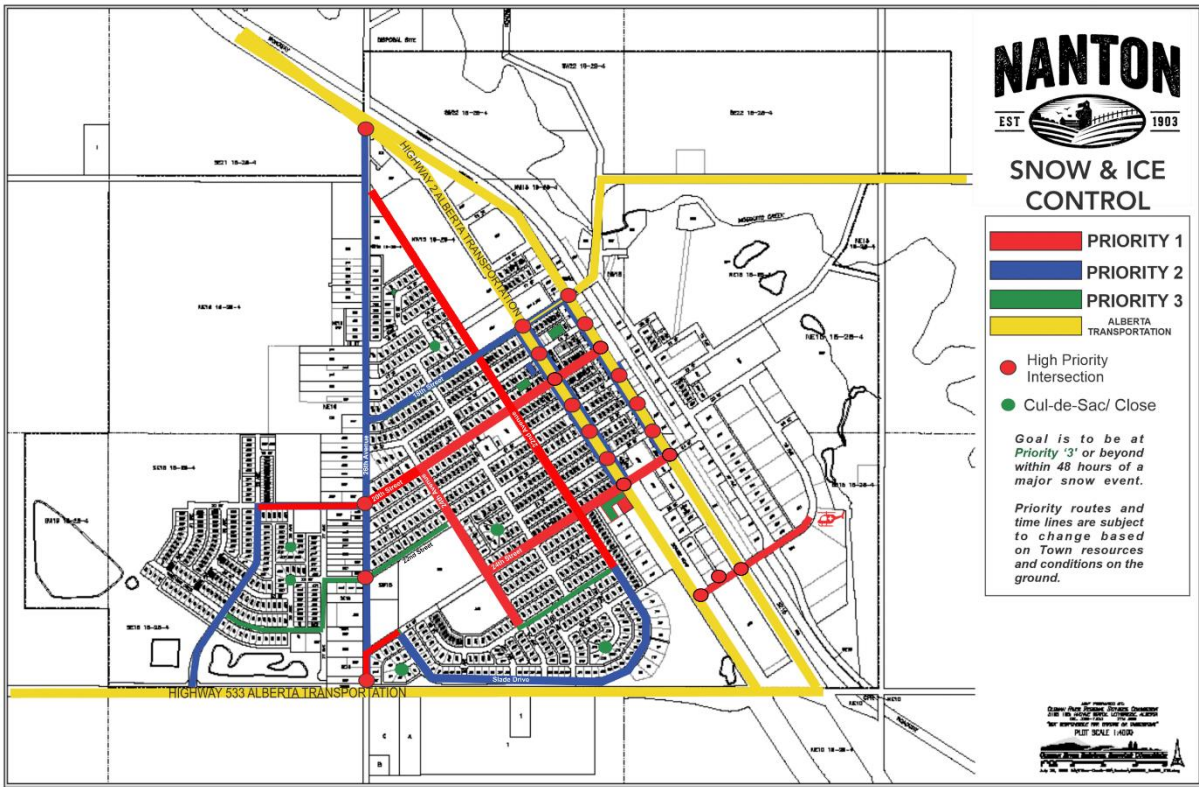
added this section of road to accommodate the North Meadows area with priority #1 egress

Extended Priority #1 on 20 Street west to 29 Ave

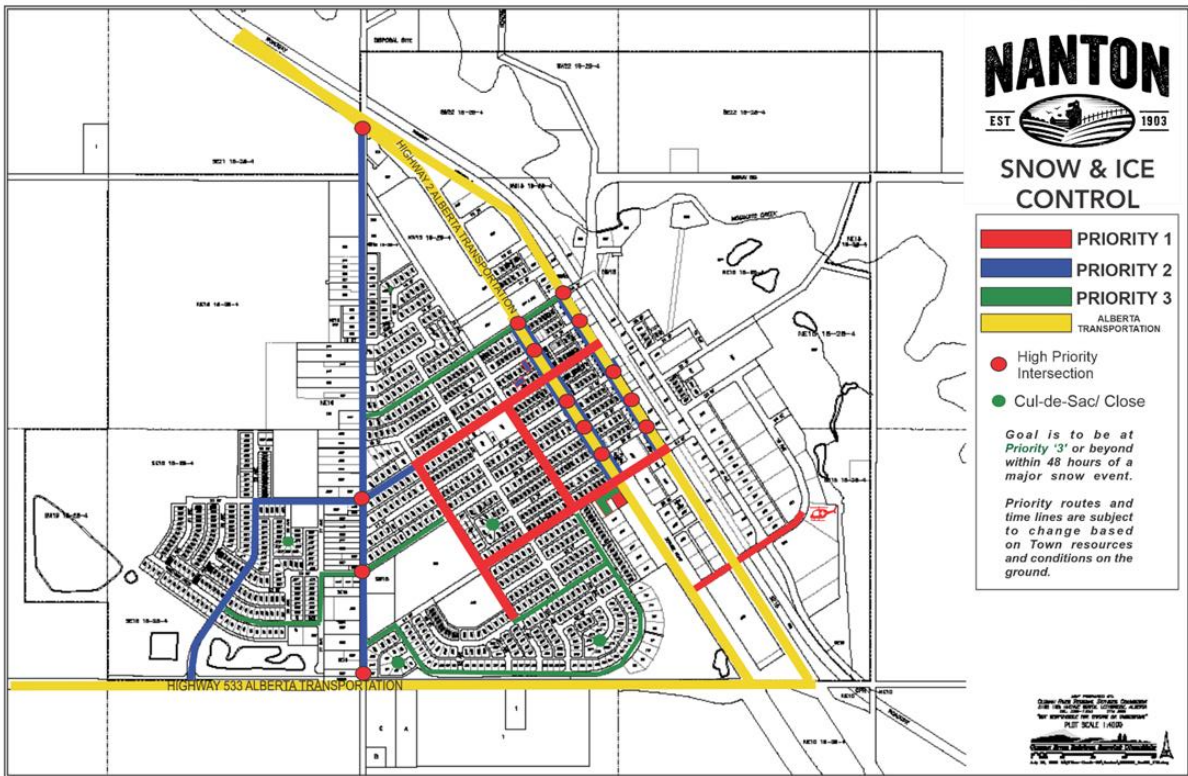
added this section of road to accommodate the West Meadows area with priority #1 egress.

Changed 22 Ave/Slade Dr. from Priority #3 to Priority #2 for better egress in the Slade Drive area

Changed 24 Street from Slade Dr. to 26 Ave and the south end of 26 Ave from 24 Street to Hwy 533 from Priority #2 to Priority #1 for future bus use.



2021 Version Below



Financial (GL# / Amount): _____

Communications/PR: Website & Social Media ads & kiosk

Prepared By: Chief Administrative Officer

Date: October 2nd 2024

APPROVED BY: Neil Smith, Chief Administrative Officer:



The image shows a handwritten signature in black ink, which appears to be "Neil Smith". Below the signature is a logo for "NANTON". The logo consists of the word "NANTON" in a bold, sans-serif font. Underneath "NANTON" is a smaller oval emblem containing a stylized figure and the text "EST. 1903". Below the emblem, the words "CHIEF ADMINISTRATIVE OFFICER" are printed in a smaller, all-caps font.



POLICY

Policy No.32-XX-XX/XX/XX

Department: Public Works

SNOW AND ICE CONTROL

1. POLICY STATEMENT:

It is the policy of Council to recognize snow and ice control as a priority municipal service.

2. PURPOSE:

The purpose of this policy is to establish guidelines, and service levels to be provided by the Town of Nanton with regard to sanding, plowing, snow removal and ice control.

3. POLICY GOALS:

It is the goal of this policy to:

- ensure that all properties and neighbourhoods within the Town of Nanton remain accessible during the winter season for persons and vehicles **reasonably prepared and equipped for travel** during that time of year.
- mitigate the worst hazards generated for drivers and pedestrians during the winter months.
- provide a level of service that is both sustainable and fiscally responsible in partnership with the efforts of other levels of government, local business, and residents.

4. POLICY OBJECTIVES:

As conditions, equipment and personnel resources permits, to follow the plow/ grader route as outlined in schedule 'A' attached to this policy. The Manager of Operations or designate may amend the priority assignments in response to specific conditions or circumstances at their discretion.

- 4.1 To plow and clear when snow accumulations reach:
 - 12cm or more.
 - 8cm or more if a 40cm or more snow event is forecast or otherwise apparent, optionally prioritizing plowing (over clearing and removal) during the first 48 hours to keep more roads passable in Town.
- 4.2 To plow and clear emergency routes as a first priority (marked in red on Schedule 'A'), including:
 - Emergency and Medical Services - vehicle storage access and primary affiliated routes for same within the Town of Nanton
 - Current designated location for STARS air ambulance.
 - Firehall/ EMS parking areas and sidewalk (ice control as well) during or after a higher snow accumulation).

- 4.3 To plow and clear arterial routes as a second priority (marked in blue on Schedule 'A'), also including:
- Shoulders of Highway 2 between all high priority intersections (not including the east shoulder of the northbound lane).
 - Sidewalks adjacent to Town-owned lands.
 - Town Office and Medical Clinic parking
- 4.4 To plow and clear connector routes as a third priority (marked in green on schedule 'A'), also including:
- Firehall/ EMS parking areas and sidewalk (ice control as well) during/ after a lower snow accumulation).
 - Residential cul-de-sacs or closes prone to more severe accessibility problems from accumulation.
- 4.5 To plow and clear all other streets as a fourth priority, also including the following at the completion of all other priority work:
- asphalt pathways as time permits, including but not limited to: Lions Grove Park, Slade Drive, ball diamonds, 26th Avenue pathway from the Baptist Church to 22nd Street and south to the schools.
- 4.6 To clear centre windrows in intersections and to widen intersections where snow obstructs visibility for motorists.
- 4.7 The priorities of Schedule 'A' and this policy will be followed as long as weather conditions and other circumstances make it necessary to do so in the view of the Manager of Operations or designate.
- 4.8 The Town of Nanton will take full advantage of the snow storage capacity of roadways and boulevards to minimize the expenditures associated with snow removal and hauling.

5. EXTREME WINTER CONDITIONS – CONTINGENCY POLICIES

Extreme Winter Conditions may precipitate altered snow clearing operations.

- 5.1 Snow and ice control may occur outside of normal Public Works operations hours and the Manager of Operations or designate is authorized to redeploy Recreation and Parks employees to Public Works duties on a temporary basis. It is understood that temporary arena closure could be a consequence of larger snow events.
- 5.2 In advance of a forecast snowfall of 40cm or greater, the Manager of Operations or designate should advise Administration to post the weather warning online, with a link to the municipal information page, advising that:
- Demand for municipal services around snow and ice control may exceed the resources available in at least the first 48 hours following the event.

- Residents and businesses should do their best to get their vehicles off the street to assist with community snow control over the next 48 hours.
 - There should be expectations of windrows from plowing activities impacting some properties in the days ahead.
 - Property owners with laneways and rear garages badly impacted by snow drifting are to contact the Town to request additional service as time and resources permit.
 - Arena users should check if services are available for the next 24-48 hours before travelling to the facility.
- 5.3 When an accumulation of 40cm or more over 24-48 hours is forecast or believed likely by the Manager of Operations or designate, the Town may plow when accumulations reach 8-10cm to reduce the likelihood of some streets becoming impassible for 48 hours or more.
- 5.4 When an accumulation of 40cm or more over 24-48 hours is forecast or believed likely by the Manager of Operations or designate, priority may be first given to ensuring a basic level of vehicular accessibility on **Priority 1-3** streets throughout the community, with **plowing only** following the priority map order. Full clearing and removal would occur subsequently to the snowfall.
- 5.5 The Manager of Operations or designate has authority to approve personnel reassignment on a temporary basis, overtime/ call-outs or engage external private contractors for urgent supporting capacity during or after a significant snowfall event if sufficient budget is available. If sufficient designated or contingency budget is not available, the CAO or designate must be contacted for a verbal or written approval.

6. SERVICE LEVELS

Level of service standards are established for Town controlled roadways according to their priority ranking and the capacities of the Town to meet them in terms of budget, equipment and personnel at any given time.

- 6.1 Sanding and snow plowing operations will commence as required to ensure public safety when snow or drifting snow impedes traffic safety.
- 6.2 Snow and ice control will be conducted on a seven-day-per-week basis meaning that work may commence on weekends and holidays.
- 6.3 No private driveways or sidewalks will be cleared by Town crews or equipment, subject to Bylaws which may supersede this Policy. The Manager of Operations or designate may choose to assist properties disproportionately impacted by Town plowing activity or snow drifting, but not at the cost of priority assignments being unreasonably deferred.
- 6.4. Laneways will not be plowed by Town crews unless extensive snow drifting occurs and will be based upon request and the discretion of the Town. The focus of laneway clearing will be to provide access for emergency services and assisting neighbourhoods with a high proportion of laneway garages. Roadway plowing and clearing will be a priority over laneway plowing.
- Laneways may be plowed and cleared, but windrows will be left behind.
 - Residents will be responsible for clearing openings in the windrows if access to private property (from the laneway) is desired.

- 6.5 Roadway sanding will **occur on the same priority basis** as outlined in Schedule 'A'. Emphasis will be placed on access points to the highways, school and playground zones, intersections and other known problem areas.
- 6.6 The Town will not be responsible for snow clearing of sidewalks in front of businesses, privately owned residential homes, or non-Town owned facilities.
- 6.7 Non-asphalt walking pathways will not be maintained in the winter months.
- 6.8 Service Levels may be impacted by:
- Available resources
 - Council approved budget
 - Equipment failures
 - Extreme weather conditions
- 6.9 Highway #2 North and South and Highway #533 East and West are the responsibility of Alberta Transportation. The contracted service provider conducts snow clearing, sanding, etc. for the priority of maintaining driveable lanes. The Town optionally chooses to assist Alberta Transportation with maintaining shoulders in designated locations on Schedule 'A'.
- 6.10 Roads are sanded on the same priority basis as snow plowing. Emphasis will be placed on intersections, school and playground zones and other known problem areas.

7. SNOW STORAGE AND REMOVAL

- 7.1 Snow storage and removal is subject to the discretion of the Manager of Operations or designate, although Council or Committees may review any Standard Operating Procedure available.
- 7.2 Care and attention will be taken to:
- reduce potential damage to private trees and boulevards; however, it will not be the responsibility of the Town to replant or reconstruct private trees or boulevards.
 - avoid measures that cause drainage or other safety issues.
- 7.3 The Town is not responsible for any sand/gravel that may be left on boulevards after the snow has melted. It is the responsibility of the property owner/occupier to remove the sand/gravel from the boulevards.
- 7.4 All snow that will be hauled away will be moved to designated storage sites within the Town, as per Alberta Environment approvals.
- 7.5 No person shall place or store snow on any Town of Nanton property or road without the express written consent of the Manager of Operations or designate.

8.2 POLICY DEFINITIONS:

Accumulation is the total amount of snow which has fallen and remained undisturbed in place, measured from the road surface.

Arterial roads mean those transportation routes providing access to the Town from the main highways (Highway #2 and #533) and may include intersections and shoulder areas of the highways, within the corporate limits of the Town.

CAO shall mean the Chief Administrative Officer of the Town of Nanton or designate.

Collector roads are those secondary routes connecting arterial roads to areas of Town, including residential neighbourhoods.

Extreme Winter Conditions are where the immediate demand for snow and ice control services will exceed the available resources.

Ice Control is the application of sand, abrasive materials or chemical mixtures to roadways to improve vehicle traction and promote safe traffic flow, or to delay or prevent the adhesion of ice.

Laneways also known as back alleys, laneways provide access to the rear of properties.

Operations Manager means the person in charge of staff and equipment related to Public Works and road maintenance.

Passable means the condition of the road where a licensed vehicle, properly equipped for winter driving conditions, is driven in a manner consistent with that of good winter driving habits, to navigate the road.

Pathway means a concrete, asphalt, gravel or natural surface located on or adjacent to public lands, not intended for vehicle transportation, rather recreation, such as walking, biking, roller skating. The system may or may not be interconnected to other pathway systems or sidewalks.

Roads means the network of highways (streets) used primarily as a transportation corridor but within the context of this policy, does not include laneways, pathways or parking lots.

Sidewalks means that part of the highway especially adapted to use of or ordinarily used by pedestrians, and includes that part of the highway between

- the curb line, or
- where there is no curb line, the edge of the roadway, and the adjacent property line and for the purposes of this policy, refers to paved surface sidewalks.

Snow Clearing is the moving or removal of, when necessary, snow, to enable the safe passage of pedestrians or traffic.

Snow Drifting means the deposit of windblown snow on roadways or lanes which makes the passage of vehicular traffic extremely difficult.

Snow Plowing means pushing accumulated snow from the roadway surface either to the sides of the roadway or the centre of the roadway to ensure travel lanes are passable to traffic.

Snow Removal means the removal of plowed and accumulated snow that is impeding the flow of vehicular or pedestrian traffic.

Windrow refers to a continuous ridge of snow running parallel to the road, created from snow plowing operations.

9. RESOLUTION:

- 9.1 Council's resolution to approve this policy as written and in whole will effectively replace the former Snow and Ice Control Policy No. 32 – 44 – 21/02/16.

MAYOR

Date

CHIEF ADMINISTRATIVE OFFICER

Date

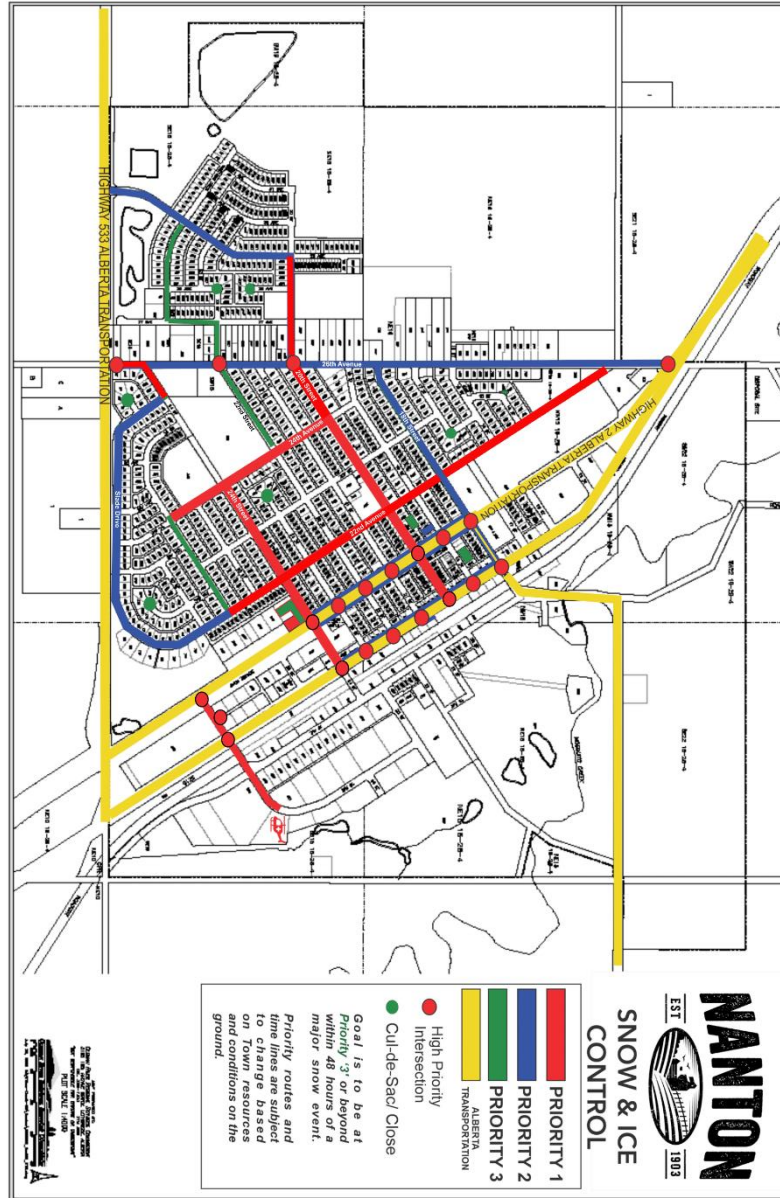
DRAFT



REFERENCE: Resolution #
REPLACES POLICY: Snow and Ice Control Policy No. 32 – 44 – 21/02/16

Snow and Ice Control Policy

Schedule "A"



REFERENCE: Resolution #
REPLACES POLICY: Snow and Ice Control Policy No. 32 – 44 – 21/02/16



📞 24-Hour Support Line: 403.652.3311 | Administration: 403.652.3316
🌐 www.rowanhouse.ca | 📧 Box 5121 | High River, Alberta | T1V 1M3
Charitable Registration #899496707RR0001

Dear Mayor Handley and Members of Council,

November is Family Violence Prevention Month, a time to increase awareness of the warning signs of domestic abuse and the resources and supports available so we can work together to end domestic abuse and build healthier relationships in our communities.

Today domestic violence and abuse are at epidemic levels. Alberta has the third highest rate of self-reported spousal violence among Canadian provinces. The rate of police reported intimate partner violence and abuse experienced in rural areas is 75% higher than in urban areas. On average, every 2.5 days, one woman or girl is killed in Canada.

Rowan House Society's mission is, "We are here to break the cycle of domestic violence and abuse in our communities and our vision is, "We aspire to compassionately erase domestic violence and abuse.

We do this through various supports and services within our seven core programs:

1. 24-Hour Support Line
2. Emergency Shelter Program
3. Children's Program
4. Outreach Program
5. Preventative Education Program
6. Court Support Program
7. Safe at Home Program

We are asking you to proclaim November as Family Violence Prevention Month in your community and have attached to this letter, a formal proclamation that we hope you will consider signing, posting in your community, and returning a copy to us.

Additionally, please join the movement to create awareness in your community by having a purple light shine at the Municipal Centre.

Thank you for your support in creating awareness of domestic violence and abuse.

Sincerely,

Linette Soldan
Executive Director
Rowan House Society
linettes@rowanhouse.ca

Family Violence Prevention Month

Whereas there are many people in Alberta who experience the impact of domestic violence and abuse;

and

Whereas the impact may be carried on from generation to generation and

Whereas all Albertans have a role to play in preventing domestic violence and abuse.

Therefore, Members of Okotoks Town Council do hereby proclaim the

Month of November 2024 to be

Family Violence Prevention Month

in the

Town of Nanton.

We call upon citizens to speak out against domestic violence and abuse.

We call upon you to make a difference by creating a culture of support for those impacted by domestic violence and abuse. And we call upon you to encourage all Albertans to help make our province violence and abuse free in 2024 and beyond.

In witness whereof this, 7th day of October, 2024.



September 23rd, 2024

Town of Nanton
1907, 21 Ave
Nanton, AB, T0L 1R0

Dear Town of Nanton Administration,

Subject: Transition of Partnership with the Nanton Future Foundation

I am writing on behalf of the Nanton School Enhancement Committee to inform you that we are in the process of transitioning away from our current partnership with the Nanton Future Foundation. We have decided to move forward by establishing our own society, which will allow us to directly manage grant applications and finances, and focus more effectively on achieving our committee's goals.

We wish to emphasize that we will remain partnered with the Nanton Future Foundation until we have successfully obtained our society status and have set up a society bank account. The process to establish our society has already begun, and we have submitted the necessary forms. We are also receiving legal assistance from Toni McLeod of Mosquito Creek Law to expedite the procedure.

Furthermore, we understand that the Town of Nanton is able to issue charitable tax receipts, which would be of great assistance to us as we continue our work. Since acquiring charitable status is a longer and more complex process than forming a society, we would greatly appreciate the Town's help in this regard. We would like to request a meeting with you to discuss how the Town might assist us with issuing charitable tax receipts during this transition period.

Thank you for your time and consideration. We look forward to continuing our collaborative efforts in enhancing the Nanton School and contributing positively to the community. Please let us know your availability to arrange a meeting.

Sincerely,

Greg Graves
Chair, Nanton School Enhancement Committee
nantonschoolenhancement@gmail.com
403-813-7923