

Town of Nanton

BYLAW NUMBER: 1399/24

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' – Services 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 7 day of October, 2024

TOWN OF NANTON



CHIEF ELECTED OFFICIAL



CHIEF ADMINISTRATIVE OFFICER



8.3 Read a **second** time this 7 day of October, 2024.

TOWN OF NANTON

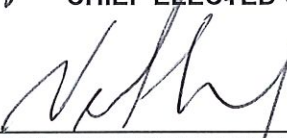

CHIEF ELECTED OFFICIAL


CHIEF ADMINISTRATIVE OFFICER

8.4 Read a **third** time this 7 day of October, 2024.

TOWN OF NANTON


CHIEF ELECTED OFFICIAL


CHIEF ADMINISTRATIVE OFFICER



INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN:

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

- and -

TOWN OF CLARESHOLM

- and -

TOWN OF FORT MACLEOD

- and -

TOWN OF NANTON

- and -

TOWN OF STAVELY

WHEREAS Part 17.2 of the *Municipal Government Act* requires municipalities with common boundaries to create an Intermunicipal Collaboration Framework with each other;

AND WHEREAS Municipal District of Willow Creek No. 26 and each of Town of Claresholm, Town of Fort Macleod, Town of Nanton, and Town of Stavely (collectively, the "Municipalities") share a common boundary;

AND WHEREAS the Municipalities share common interests, have a long history of working collaboratively on projects, and are desirous of working together to provide services to their ratepayers;

AND WHEREAS the Municipalities wish to advance, promote, and encourage opportunities and programs for collaboration amongst the Municipalities for their joint benefit, as well as the ultimate benefit of the residents of the respective Municipalities and the surrounding communities;

AND WHEREAS the Municipalities wish to, where possible, provide for integrated and strategic planning, delivery and funding of intermunicipal services;

AND WHEREAS the Municipalities wish to steward scarce resources efficiently in providing local services;

AND WHEREAS the Municipalities recognize that different municipalities have different resources and funding to contribute to services that benefit their residents, but wish to ensure municipalities contribute to services that benefit their residents;

AND WHEREAS the Municipalities recognize that due to a variety of factors including, without restriction, location, accessibility, capacity, usefulness, and affordability of Services, each Municipality may not participate within each or every one of the current Intermunicipal Services which have already been

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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 foregoing, 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

Handwritten initials

- (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, spots 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

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(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.

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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 MID 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 Stavelly	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 Stavelly	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 Stavelly	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

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 Collection	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 Stavelly	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 Stavelly	per service agreement	Town Revenues
Planning & GIS Services	Planning, GIS mapping and assessment review services as needed.	ORRSC	Town of Stavelly	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 Stavelly	per service agreement	Town Revenues
Engineering Recycling Collection	Engineering services as needed Curbside recycling collection for residential properties.	ISL & MPE Dump Gump	Town of Stavelly Town of Stavelly	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
Senio'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 Contract Mission	Regional Board	As per Service Agreement	As per Service Agreement
Dust Control & Street Sweeping		Private Contractors	Town of Nanton	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.

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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.