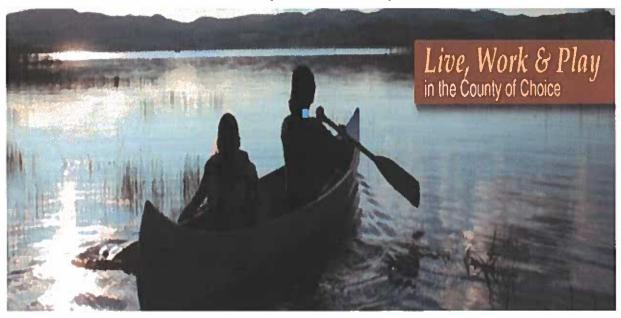
INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF) AGREEMENT BETWEEN



And



The County of Northern Lights



and

The Municipal District of Peace No. 135









www.mightypeace.com; J.Bartlett-photographer

Intermunicipal Collaboration Framework Agreement

Table of Contents

A.	SIGNATORIES	7
В.	DEFINITIONS	7
C.	PREAMBLE AND SCHEDULES	8
D.	PURPOSE	9
E.	TERM, RENEGOTIATION AND TERMINATION AND REVIEW	9
F.	DISPUTE RESOLUTION	. 10
G.	FORCE AND EFFECT	. 11
H.	INTERMUNICIPAL COLLABORATION FRAMEWORK COMMITTEE	. 11
l.	MEETINGS	. 12
J.	ACCESS TO REGIONAL ASSETS, PROGRAMS AND SERVICES	. 12
K.	COST-SHARING CONTRIBUTION	. 12
L.	FUTURE PROJECTS & AGREEMENTS	. 12
M.	INDEMNITY	. 13
	GENERAL PROVISIONS	
Ο.	MUNICIPAL SERVICES	. 15
P.	SIGNATORIES	. 19
LIS	ST OF SCHEDULES	. 20
AP	PENDICES	. 26

BYLAW No. 7/2019

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

WHEREAS Division 1, Section 708.28 (1) of the Municipal Government Act as of February 1, 2019, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework (ICF) with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

WHEREAS the Municipal District of Peace No. 135 and the County of Northern Lights share a common border;

WHEREAS the Municipal District of Peace No. 135 and the County of Northern Lights share common interest and are desirous of working together to provide services to their residents;

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

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

Read a first time this 8th day of October , 20 19

Read a second time this 8th day of October , 2019

Read a third and final time this 8th day of October , 20 19

Reeve,

Chief Administrative Officer

BYLAW NO. 19-11-433

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

WHEREAS Division 1, Section 708.28 (1) of the Municipal Government Act as of February 1, 2019, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework (ICF) with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

WHEREAS the Municipal District of Peace No. 135 and the County of Northern Lights share a common border;

WHEREAS the Municipal District of Peace No. 135 and the County of Northern Lights share common interest and are desirous of working together to provide services to their residents:

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

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

Read a first time this <u>08</u> day of <u>October</u>, 2019

Read a second time this <u>08</u> day of <u>October</u>, 2019

Read a third and final time this 08 day of October, 2019

Reeve

Chief Administrative Officer

INTERMUNICIPAL COLLABORATION FRAMEWORK (ICF) BETWEEN

THE COUNTY OF NORTHERN LIGHTS

AND

THE MUNICIPAL DISTRICT OF PEACE NO. 135

Preamble

WHEREAS, The County of Northern Lights (CNL) and the Municipal District of Peace No. 135 (MD of Peace), share a common border; and

WHEREAS, The County of Northern Lights (CNL) and the Municipal District of Peace No. 135 (MD of Peace) share common interests and are desirous of working together to provide services to their ratepayers; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services; and

WHEREAS the Signatories recognize that their common interests and that the advancement of their shared region will benefit all communities; and

WHEREAS the Signatories acknowledge that the advancement of their shared region is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication; and

WHEREAS the Signatories therefore commit to promoting, fostering and embodying the principle of mutual respect; and

WHEREAS the Signatories to this Agreement recognize the importance of municipal autonomy and the right of municipal self-determination; and

WHEREAS the Signatories recognize that they each, separately and together with the other Signatory, have a significant role to play in the success of their region and will ultimately share both the risk and the reward of regional success or failure; and

WHEREAS the Signatories are committed to the principle of "Mutual Benefit"; and

WHEREAS the Signatories wish to jointly help promote quality of life to their ratepayers by ensuring that a range of regional assets, programs and services are reasonably available to the residents; and

WHEREAS the Signatories wish to help each other, within their capability, when a need arises, to effectively, efficiently and economically deliver services; and

WHEREAS the Signatories wish to take cooperative advantage of the natural, geographic and built assets of their region to promote and effectively position themselves competitively in a global economic environment.

A. SIGNATORIES

- a. The Signatories to this Agreement are the County of Northern Lights (CNL) and the Municipal District of Peace No. 135 (MD of Peace).
- b. The terms "Signatory", "Signatory Municipalities", "Partner" and "Partner Municipalities" are used interchangeably in this Agreement.
- c. Signatory representatives may only sign when approved to do so through resolution of their Council.

B. DEFINITIONS

- a. "Regional" means the geographic area of the Signatory Municipalities and the assets, programs and services in which they have a mutual interest. Notwithstanding the specific circumstances of their Collaboration Agreement, the Municipalities recognize that it is not restrictive or exclusive of future discussions with other municipalities.
- b. "Mutual Benefit' means equality and respect within the relationship between the Partners and Agreements that achieve win-win outcomes. Achieving mutual benefit means engaging in regular and ongoing communications; establishing agreements that maintain or enhance regional services, programs, assets and land-use planning; and through both, improving the social, economic and environmental well-being of the region.
- c. "Equitable" means treating each Partner in accordance with each Partner's needs, abilities and capacities.

- d. "Party" means a municipality that creates a framework with one or more other municipalities.
- e. "Representative" means a person selected by a party who:
 - 1. Holds a senior position with the party; and
 - 2. Has authority to negotiate for or settle a dispute on behalf of the party.
- f. "Services" means those services that both parties discussed as follows:
 - 1. Transportation,
 - 2. Water and Wastewater,
 - 3. Solid Waste.
 - 4. Emergency Services,
 - 5. Recreation, and
 - Any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.
- g. "Capital Costs" means new facilities, expansions to existing facilities and amplification of use of existing facilities; and, any asset that are materials such as concrete, wood, brick and mortar, physical properties and equipment.
- h. "Operational" means any expenses to operate (i.e.) utilities, day to day operational costs, service delivery, staffing, program needs, or repairs up to the maximum defined within a said Agreement.
- "Year" means the calendar year beginning on January 1st and ending on December 31st.
- j. "Term" means the duration of this Agreement as described in Section E.

C. PREAMBLE and SCHEDULES

- a. The Signatories confirm on behalf of their Councils and ratify the contents, matters and commitments contained and referred to in the body, Preamble and Schedules to this Agreement.
- b. Preamble, Appendices of Agreements, and List of Schedules are part of

this Agreement.

D. PURPOSE

a. The purpose of this Agreement is to create the opportunity to better serve and provide quality of life to the residents of the MD of Peace and CNL through joint planning such as land use and the sharing of the operating costs of regional assets, programs and services that have mutual benefit.

E. TERM, RENEGOTIATION and TERMINATION and REVIEW

- a. In accordance with the Municipal Government Act, this permanent Agreement shall come into force on final passing of the bylaws by both CNL and the MD of Peace.
- b. Term: The initial term of this Agreement is to be five (5) years from the date of its signing so as to provide predictability, stability and certainty by spanning municipal election cycles. The Agreement will be automatically renewed annually unless terminated under Section 5. This Agreement may be amended by mutual consent of both parties, unless specified otherwise in this Agreement.
- c. If a party wishes to amend the ICF, the party must give sixty (60) days of written notice to the other party.
- d. **Renegotiation:** Signatories, through a resolution of Council, may request renegotiation of any or part of this Agreement by providing a written request to the other Signatory within a ninety day period that is more than one year prior to the expiry of the Agreement and in accordance with Schedule "A".
- e. To ensure that the aim of providing predictability, stability and certainty is achieved, it is the intent of the Signatories that this Agreement not be easy to renegotiate and that the provisions of Section E be the normal process for renegotiation. Notwithstanding this intent, in exceptional cases when there is a significant change of circumstances, such as a natural disaster, the Signatories (with Resolutions of Councils) may

- mutually agree to renegotiate the Agreement in whole or in part outside of the normal process and timelines outlined in Schedule "A".
- f. Termination: A Notice to Terminate will automatically trigger the Dispute Resolution steps outlined in Section F. Should the Dispute Resolution be unsuccessful, that portion of the Agreement will then terminate as of the next anniversary date of its signing, following the completion of the final step of the Dispute Resolution process (Schedule C). Schedule "A" outlines relevant dates.
- g. In the event that a change in Federal or Provincial Legislation has material impact on the ability of one or more of the Signatory Municipalities to fulfill their obligations under this Agreement, they may request an extraordinary meeting of the Signatories to determine what implications the change(s) may have for the Agreement and to negotiate any necessary changes.
- h. In the event that Provincial legislation changes the term of office for Municipal Elected Officials, the Signatories agree that they will amend those Sections and Schedules of this Agreement that relate to renegotiation and termination to ensure that renegotiation or termination notice and subsequent discussions take place in the middle year(s) of a Council's term.
- i. **Review:** If any agreements contained within Section O of the ICF are terminated, replaced or updated, any subsequent agreements shall be deemed automatically in effect and respected by this ICF Agreement.
- j. The Intermunicipal Collaboration Framework Committee (ICF) Committee established and appointed by Councils, is the forum for reviewing the ICF.

F. DISPUTE RESOLUTION

a. The Intermunicipal Collaboration Framework (ICF) Committee will meet and attempt to resolve any disputes that may arise in the course of implementing their Intermunicipal Agreements.

- b. In the event of a dispute between the Signatories about the interpretation or application of any of the terms, covenants or conditions contained within this Agreement, or when a Notice to Terminate has been given, the Signatory representative shall adhere to the following steps to resolve the matters:
 - i. Step One (1) Negotiation (between the parties); and
 - ii. Step Two (2) Mediation and/or Facilitation in accordance with Schedule "C"; and
 - iii. Step Three (3) Arbitration in accordance with Schedule "C".
- c. In the event the Committee is unable to resolve an issue, CNL and the MD of Peace will seek the assistance of a Mediator acceptable to both parties. The costs of mediation shall be shared equally between the Municipalities.
- d. In the event that a dispute cannot be resolved through Steps 1 and 2, the dispute may be referred to a single Arbitrator mutually acceptable to both parties. Failing mutual agreement, the Minister may appoint an Arbitrator. The process and costs of arbitration shall be shared as outlined in the Municipal Government Act, Division 3, and Section 708.34 through Section 708.43.

G. FORCE and EFFECT

a. This Agreement has force and effect from the date of its signing by both Signatories.

H. INTERMUNICIPAL COLLABORATION FRAMEWORK COMMITTEE

- a. To foster open, meaningful and ongoing communication, the Signatories agree to establish a joint Intermunicipal Collaboration Framework Committee ("ICF Committee") with the broad mandate of fostering effective communication between the Parties and providing a forum, both for dealing with issues before they become problems and taking advantage of opportunities that may arise from time to time.
- b. The Committee is to be established as of the effective date of this

- Agreement and subsequently perpetuated at respective Organizational Meetings of each Signatory Municipality on an annual basis as long as the Agreement is in effect.
- c. Membership of the Committee is to consist of at minimum two designate Council Members from each of the partnering Municipalities approved through a motion, as assigned by the Reeves/Deputy Reeve or by the Councils of each Municipality.

I. MEETINGS

- a. Full Councils of the Signatories shall meet annually with the primary intent of maintaining and building their relationship.
- b. The (ICF) Committee shall meet at least once annually to review the ICF.
- c. Recognizing the importance of this Agreement and to ensure that each member of Council has a common understanding of its provisions, the ICF shall form part of the Council orientation sessions.

J. ACCESS to REGIONAL ASSETS, PROGRAMS and SERVICES

a. Signatory Municipalities will provide access to regional assets, programs and services to each other's residents in a manner that builds community.

K. COST-SHARING CONTRIBUTION

- a. At the time of signing this Agreement no cost-sharing contribution is required by either party to the other party.
- b. The MD of Peace and CNL shall apply a cost-sharing formula, only if deemed necessary by a future agreement.
- c. Any cost-sharing contributions applied shall be paid on or before the 1st of July each year.

L. FUTURE PROJECTS & AGREEMENTS

a. In the event either Municipality initiates the development of a new project and/or service that may require a cost-sharing Agreement, the initiating

- Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer of such intent.
- b. Once either municipality has received written notice of a new project, an ICF Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Elected Officials agree otherwise.
- c. The ICF Committee shall be the forum used to address and develop future mutual aid Agreements and/or cost-sharing Agreements. In the event the ICF Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section F and Schedule C Dispute Resolution Process of this Agreement.

M. INDEMNITY

- a. The MD of Peace shall indemnify and hold harmless CNL, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the CNL, its employees or agents in the performance of this Agreement.
- b. CNL shall indemnify and hold harmless the MD of Peace, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the MD of Peace, its employees or agents in the performance of this Agreement.

N. GENERAL PROVISIONS

- a. The Signatories shall agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the terms, and conditions of this Agreement in accordance with their true intent.
- b. No Signatory will assign its interest in this Agreement or any part thereof, in any manner whatsoever without having first received written consent from the other Signatory. Such consent is not to be unreasonably withheld, provided that in no event will any assignment which may have been consented to, release or relieve the assignor from its obligations to

- fully perform all of the terms, covenants and conditions of this Agreement or its parts.
- c. Any notice required to be given hereunder by any Signatory will be deemed to have been sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the party for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth day after it was postmarked.
- d. The Agreement constitutes the entire Agreement between the Signatories relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Signatories in relation to the subject matter hereof. There are no warranties, representations or other agreements among the Signatories in connection with the subject matter hereof except as specifically set forth herein.
- e. If any term or condition of this Agreement or the application thereof to any Signatory or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term or condition to a Signatory or circumstance other than those to which it is held invalid or unenforceable, will not be affected thereby and each remaining term or condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- f. This Agreement may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Signatories.
- g. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Municipal Government Act (MGA).
- h. Time will be of the essence for enacting and carrying through with Articles within this Agreement.

 This Agreement is for the benefit of and is binding according to the agreed upon schedule of the Signatories and their respective successors and those assigned.

O. MUNICIPAL SERVICES

- a. CNL and the MD of Peace have a history of working together to provide municipal services to their ratepayers through intermunicipal service agreements as follows:
 - i. Peace Region Mutual Aid (see appendices or link) <u>2017</u>
 <u>Peace Region Mutual Aid Agreement.pdf</u>
 - ii. Intermunicipal Development Plan: MD of Peace and CNL, IDP plus Bylaw.pdf (see appendices or link) <u>CNL_MD135-IDP-May2019.pdf</u>
 - iii. Peace Regional Subdivision and Development Appeal Board Agreement 2019.pdf (see appendices or link) <u>Peace Regional</u> <u>Subdivision and Development Appeal Board Agreement</u> <u>2019.pdf</u>
 - iv. Regional Assessment Review Board Services (see appendices or link) <u>Regional Assessment Review Board</u> <u>Agreement.pdf</u>
 - v. Northwest Alberta Emergency Resource Agreement (see appendices or link) <u>NW Alberta Emergency Resource</u> Agreement.pdf
 - vi. Grimshaw Gravels Aquifer Management Advisory Association (see appendices or link) <u>muni letters re ggamaa.pdf</u>
 - vii. Peace Regional Airport Agreement (see appendices or link)

 2017 Airport Agreement.pdf

The Agreements (i - vii above) may be terminated, replaced or updated from time to time and any subsequent agreements shall be deemed automatically in effect and respected by this ICF Agreement.

- b. CNL and the MD of Peace, acknowledge that they each have independent Agreements with other regional partners.
- c. Both Municipalities have reviewed the following services offered to their residents and based upon the review, determined it is currently more effective and efficient for each Municipality to independently provide the following services to their residents:

i. Transportation Services

- 1. Roadway and Right-of-Way Maintenance
- 2. Bridge and Culvert Maintenance
- 3. Gravel Services
- 4. CAOs will decide with public works where there may be ways to maximize efficiencies working together.

ii. Water and Wastewater

- 1. Wastewater
 - a. CNL has two lagoons
 - b. MD of Peace has one lagoon
 - c. Each Municipality is responsible for handling the maintenance of their respective lagoons

2. Water Service

 Each municipality provides their own water service or has agreements in place

iii. Solid Waste and Recycle

- 1. Transfer Stations and Landfill
 - a. CNL operates the Keg River Landfill and is a member of Long Lake Regional Waste Management Services Commission
 - The MD of Peace operates their own landfill and is currently funding a reserve for joining Long Lake Regional Waste Management Services Commission

2. Recycling

- a. The MD of Peace contributes to the Village of Berwyn recycling and the MD of Peace residents utilize facilities of their choice
- b. CNL contributes to the Town of Manning recycling and CNL residents utilize facilities of their choice

iv. Emergency and Protective Services

- 1. Animal Control
 - a. The MD of Peace uses an independent contractor in the Hamlet of Brownvale
- 2. Policing Services are provided by the RCMP
- 3. Each Municipality handles their own By-law Enforcement

v. Recreation Services:

- 1. Each municipality services their own recreation facilities
- Recreation facilities in both municipalities are accessible by the general public
- Many recreational facilities and opportunities are provided within both CNL and the MD of Peace No. 135, including Campgrounds, Parks, Environmental Reserves, Playgrounds, Sports Fields, Stampede Grounds, Museums, Trails for Snowmobiling, Gun Ranges and Community Halls

vi. Community Hall Support:

Both Municipalities currently own or provide support to
 Community Halls

vii. Other Services

- 1. Municipal Administration Services
- 2. Agricultural Services
- 3. Cemetery Services
- 4. Tourism and Economic Development
- 5. Development and Planning

- d. Potential Collaborations: During the ICF discussions, the MD of Peace and CNL identified the following as possible future project collaborations:
 - 1. Fire Services
 - 2. Facilitate discussion of a Regional Seed Cleaning Plant
 - 3. Senior's Transportation
 - 4. IT Services
 - 5. Economic Development
 - 6. Corporate Knowledge sharing to maximize efficiencies such as:
 - a. Tender template
 - b. By-law templates
 - c. Public Works templates
 - d. Sharing information updates

P. SIGNATORIES

The Signatories to this Agreement are the County of Northern Lights (CNL) and the Municipal District of Peace No. 135 (MD of Peace).

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

Signed this 9 day of October, 2019 in Revun Manualberta.
(Location)

Reeve, Robert Willing

Municipal District of Peace No. 135

Reeve, Terry Ungarian

County of Northern Lights

CAO, Barbara Johnson

Municipal District of Peace No. 135

CAO, Theresa Van Oort

County of Northern Lights

LIST OF SCHEDULES

The following Schedules form part of this Agreement:

Schedule A - Dates of ICF Review

Schedule B - Map

Schedule C - Dispute Resolution Process

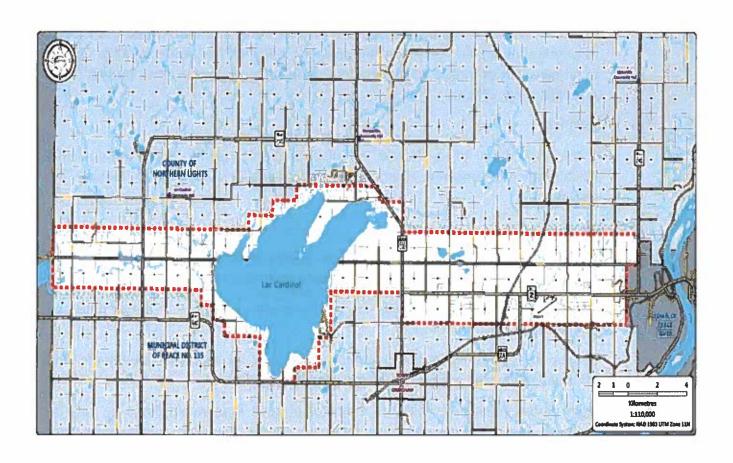
Schedule A - Dates of ICF Review

The expiry date of this agreement will be _____

Quarter 4	2019	ICF Initial approval; "Term" begins
Quarter 4	2019	ICF Committee members named (Org. meeting)
Quarter 4	2020	ICF Committee members named (Org. meeting)
Quarter 4	2020	Review Agreement terms and conditions
Quarter 4	2021	Municipal Election
Quarter 4	2021	ICF Committee members named (Org. meeting)
Quarter 4	2021	Review Agreement terms and conditions
	Suite for the	
Quarter 1	2022	New Joint Councils Meeting and Orientation
Quarter 4	2022	Review Agreement terms and conditions
Quarter 4	2022	ICF Committee members named (Org. meeting)
Quarter 4	2023	ICF Committee members named (Org. meeting)
Quarter 4	2023	Review Agreement terms and conditions
Quarter 4	2024	ICF Committee members named (Org. meeting)
Quarter 4	2024	Review Agreement terms and conditions

Schedule repeats itself, cycle by cycle

Schedule B- Map



Schedule C - Dispute Resolution Process

DISPUTE RESOLUTION PROCESS

1) Notice of dispute

a. In the event that one party perceives a dispute under the framework and wishes to engage in dispute resolution, the initiating party's Chief Administrative Officer must give written notice of the matters under dispute to the other party's Chief Administrative Officer.

2) Negotiation

a. Within 14 days of a Notice of dispute being given, the Intermunicipal Collaboration Framework Committee shall meet and attempt to resolve the dispute.

3) Mediation

- a. In the event the Committee is unable to resolve an issue, the MD of Peace and CNL will seek the assistance of a mediator acceptable to both parties.
- b. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- c. Both parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- d. Both parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- e. All proceedings involving a mediator are without prejudice, and the costs of mediation shall be shared equally between parties.

4) Report

- a. If the dispute has not been resolved within six 6 months after the notice is given, the initiating party must, within 21 days, after the six (6) month deadline, prepare and provide to the other party a report.
- b. The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- c. The initiating party may prepare a report before the six (6) months have elapsed if:
 - i. the parties agree, or

ii. the parties are not able to appoint a mediator.

5) Appointment of Arbitrator

- a. Within 14 days of a report being provided, the representatives must appoint an Arbitrator and the initiating party must provide the Arbitrator with a copy of the report.
- b. If the representatives cannot agree on an Arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an Arbitrator.
- c. In appointing an Arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

6) Arbitration process

- a. Where arbitration is used to resolve a dispute, the arbitration and Arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 3 of Part 17.2 of the MGA and Part 1 of the Intermunicipal Collaboration Framework Regulation.
- b. The Arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a municipality's bylaws must be amended to be consistent with the framework:
 - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and determine who bears those costs.

7) Deadline for resolving dispute

- a. The Arbitrator must resolve the dispute within one year from the date the notice of dispute is given.
- b. If an Arbitrator does not resolve the dispute within the time described, the Minister may grant an extension of time or appoint a replacement Arbitrator on such terms and conditions that the Minister considers appropriate.

8) Arbitrator's order

a. Unless the parties resolve the disputed issues during the arbitration, the Arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.

b. The Arbitrator's order must:

- i. be in writing
- ii. be signed and dated
- iii. state the reasons on which it is based
- iv. include the timelines for the implementation of the order, and
- v. specify all expenditures incurred in the arbitration process for payment under Division 3 Arbitration Section 708.41 of the MGA.
- c. The Arbitrator must provide a copy of the order to each party.

9) Costs of Arbitrator

- a. Subject to an order of the Arbitrator or an agreement by the parties, the costs of an Arbitrator must be paid on a proportional basis by the municipalities that are to be parties to the framework.
- b. Each municipality's proportion of the costs will be as outlined as per the MGA Arbitration Division 3, Section 708.34 708.43 (1).

Appendices (click the titles to view each document)

- 1. 2017 Airport Agreement.pdf
- 2. 2017 Peace Region Mutual Aid Agreement.pdf
- 3. CNL MD135-IDP-May2019.pdf
- 4. muni letters re ggamaa.pdf
- 5. NW Alberta Emergency Resource Agreement.pdf
- 6. <u>Peace Regional Subdivision and Development Appeal Board Agreement</u>
 2019.pdf
- 7. Regional Assessment Review Board Agreement.pdf