

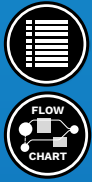


INTERMUNICIPAL
Collaboration Framework
WORKBOOK

Version 3

2020





INTERMUNICIPAL
Collaboration Framework
WORKBOOK



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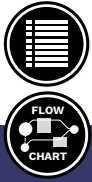
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ACRONYMS

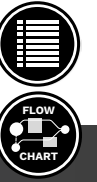
USED WITHIN THIS WORKBOOK

AM	Asset Management	INC	Intermunicipal Negotiating Committee
AMA	Alberta Municipal Affairs	IR	Intermunicipal Relations
ASP	Area Structure Plan	LOS	Level of Service
AUMA	Alberta Urban Municipalities Association	LUB	Land Use Bylaw
CAO	Chief Administrative Officer	MDP	Municipal Development Plan
GMB	Growth Management Board	MGA	Municipal Government Act
ICF	Intermunicipal Collaboration Framework	MGB	Municipal Government Board
IDP	Intermunicipal Development Plan	RMA	Rural Municipalities of Alberta
IDPC	Intermunicipal Development Plan Committee		



Supporting municipalities with the implementation of Intermunicipal Collaboration Frameworks

GLOSSARY



LEVELS OF SERVICE

Levels of service reflect social and economic goals of the community and may include any of the following parameters: safety, customer satisfaction, quality, quantity, capacity, reliability, responsiveness, environmental acceptability, cost, and availability. The defined levels of service are any combination of the above parameters deemed important by the municipality.

ECONOMIES OF SCALE

Refers to a competitive advantage that large entities have over smaller entities. A larger municipality may be able to achieve economies in purchasing, create greater specialization with staff, afford and/or attract more personnel, etc., while smaller municipalities may be able to better control “inventory evaporation,” be able to better control workplace culture, etc. Municipalities that cooperate and work together can also achieve economies of scale through associations, commissions, authorities, etc.

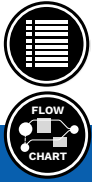
ASSET MANAGEMENT

The process of making decisions about the use and care of infrastructure to deliver services in a way that considers current and future needs, manages risks and opportunities, and makes the best use of resources.

REGIONAL SERVICE COMMISSION

A corporate entity through which municipalities partner to provide services regionally. These commissions consist of at least two municipal entities and can include First Nations reserves, Metis Settlements, or armed forces bases.





INTERMUNICIPAL
Collaboration Framework
WORKBOOK

ACKNOWLEDGMENTS

This Intermunicipal Collaboration Framework (ICF) Workbook was developed by Stantec Consulting Ltd. in collaboration with the Alberta Urban Municipalities Association (AUMA) and the Rural Municipalities of Alberta (RMA), and with the support of Alberta Municipal Affairs (AMA).

VERSION 2 UPDATES

Updated to reflect the changes to ICF requirements from Bill 25, the *Red Tape Reduction Implementation Act*.

VERSION 3 UPDATES

Updated to reflect the ICF deadline extension from April 1, 2020 to April 1, 2021 as per Ministerial Order No. MSD: 019/20.

WHAT IS THE PURPOSE OF THIS WORKBOOK?

This workbook was developed to help municipalities develop ICFs with their neighbouring municipalities. It provides tools and information-based resources to better inform municipal processes, decision making, and implementation related to the development of ICFs.

WHO IS THIS FOR?

This workbook is designed for elected officials, senior administrators, and facilitators/mediators to support the development of an ICF strategy and provide a logical process for negotiation and execution.

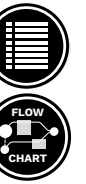
The authors recognize that municipalities across Alberta are diverse in terms of their capacities, geographies, and individual circumstances. Therefore, not all municipalities will need all the tools or processes suggested in this workbook. The intent is to stimulate creative thinking when considering approaches to develop ICFs and to offer various tools and processes that support positive outcomes.



HOW TO USE IT?

This is an interactive workbook which means the reader can jump to sections of interest by clicking **hotlinks** embedded throughout the document.

The interactive flow chart will take you to specific topic areas and approaches.



← jump back



← table of contents



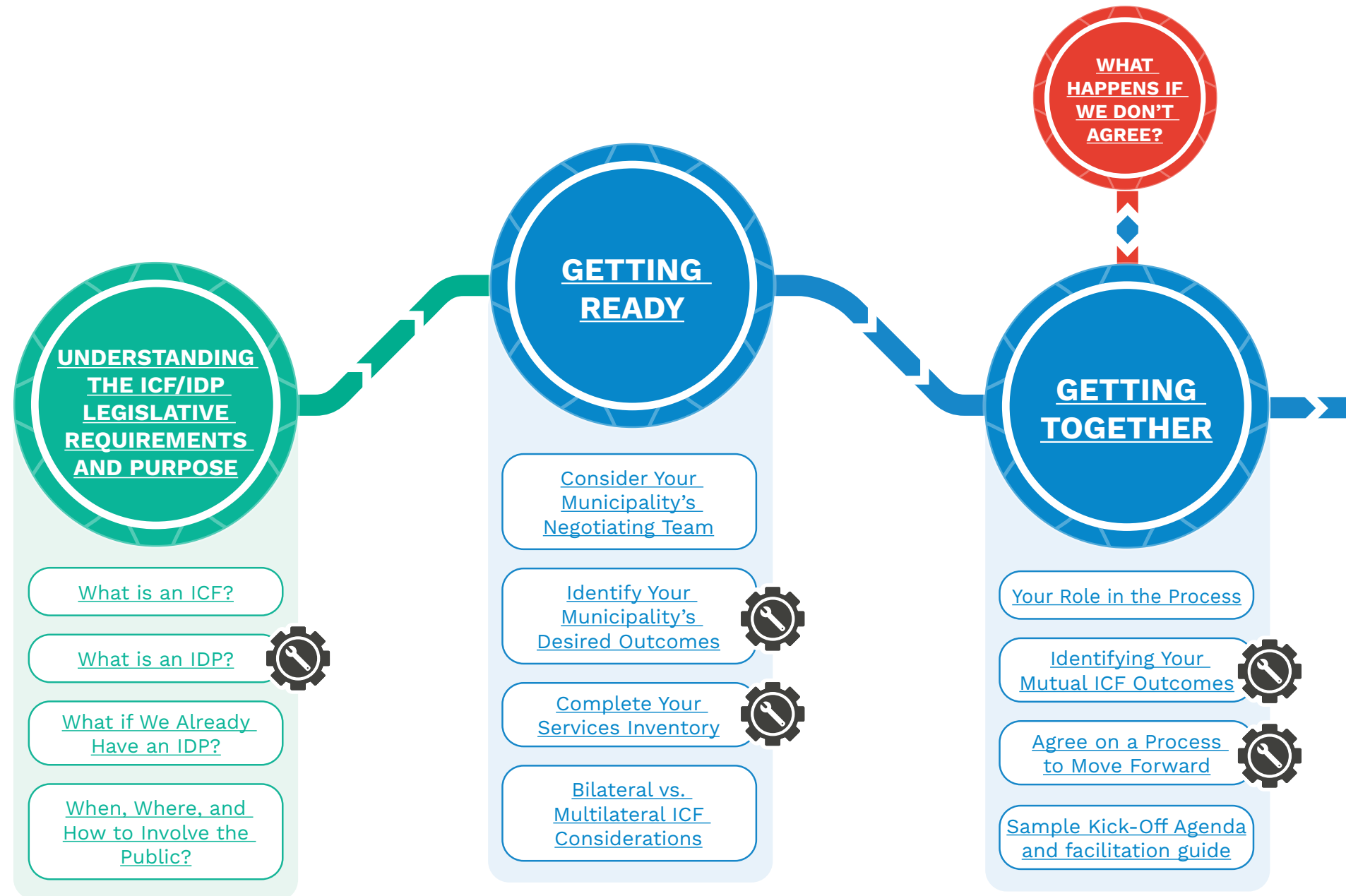
← ICF Flow Chart

THE BUTTONS

Throughout the workbook, you will notice a set of buttons along the left or right side of each page. If you are accessing this workbook electronically, these buttons will let you jump to important sections of the workbook.

The top button lets you **jump back to your previous view**, the middle button takes you to the **table of contents**, and the bottom button takes you to the **ICF Flow Chart**.

Whenever the workbook mentions a **tool** related to the content, you will see a button with a wrench on it. **Clicking on this button** will take you to the relevant tool in the appendices of the document.





DEVELOPING YOUR ICF

How do We Review the Feasibility for Alternative Service Delivery?

What Information and/or Third Party Assistance Will We Need?

Preparing an ICF Dispute Resolution Process



How Do You Create an IDP?

FINALIZING THE ICF PROCESS

Prepare Your ICF Document

Approve ICF

Notify AMA

WHAT HAPPENS IF WE DON'T AGREE?

Facilitation

Med-Arbitration

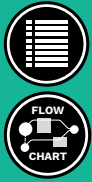
Mandatory Arbitration

Mediation

Voluntary Arbitration

Agree to Further Study

If We Are Not Able to Reach an Agreement, What Protocols are We Going to Use to Resolve It?



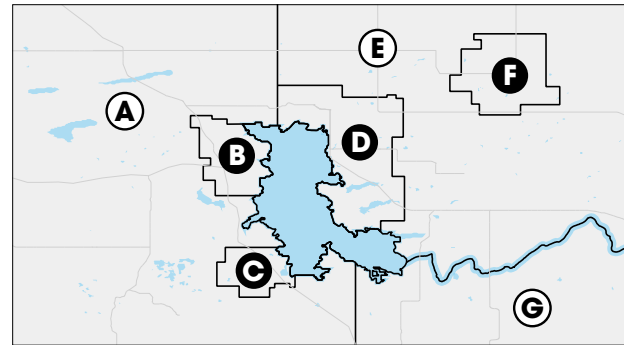
1.0 GETTING STARTED

Understanding the ICF/IDP Legislative Requirements and Purpose

When Bill 21, Modernized Municipal Government Act, and corresponding Intermunicipal Collaboration Framework Regulation were proclaimed on October 26, 2017, several amendments to the *Municipal Government Act* (MGA) were implemented to address and promote a more integrated and strategic approach to intermunicipal land use planning and service delivery within the province.

In 2019, Bill 25, the *Red Tape Reduction Implementation Act*, made additional changes to the ICF and IDP legislation that further streamlined and simplified the requirements. These changes have been incorporated into the Workbook but municipalities should also refer to the MGA as amended to ensure compliance with the requirements.

Figure 1: Sample map showing how municipal boundaries affect whether or not an ICF is mandatory or voluntary



	A	B	C	D	E	F	G
A		Mandatory	Mandatory	Mandatory	Mandatory	Voluntary	Mandatory
B	Mandatory		Voluntary	Voluntary	Voluntary	Voluntary	Voluntary
C	Mandatory	Voluntary		Voluntary	Voluntary	Voluntary	Voluntary
D	Mandatory	Voluntary	Voluntary		Mandatory	Voluntary	Voluntary
E	Mandatory	Voluntary	Voluntary	Mandatory		Mandatory	Mandatory
F	Voluntary	Voluntary	Voluntary	Voluntary	Mandatory		Voluntary
G	Mandatory	Voluntary	Voluntary	Voluntary	Mandatory	Voluntary	

= Rural Municipality (i.e. County/MD) # = Urban Municipality

For rivers - municipalities should check their Formation Orders to determine if their boundary is shared in the river, or if the boundaries are separated by the river. If the boundary is shown as shared on the formation order, then an ICF is required. If it is not shared on the Formation Order, then an ICF is not required.



s708.28 of the MGA requires all municipalities that are not part of a Growth Management Board (GMB), and that share a common boundary, to prepare and approve Intermunicipal Collaboration Frameworks (ICFs). Municipalities within a GMB may create a framework with respect to matters/ services that are not addressed in the GMB’s *Growth Management Plan* or *Servicing Plan*.

1.1 WHAT IS AN ICF?

An ICF is a tool to facilitate and encourage cooperation and cost-sharing between neighbouring municipalities in order to ensure municipal services are provided to residents efficiently.



s708.27 of the MGA states that ICFs have the following purposes:

- (a) to provide for the integrated and strategic planning, delivery and funding of intermunicipal services,
- (b) to steward scarce resources efficiently in providing local services, and
- (c) to ensure municipalities contribute funding to services that benefit their residents.



All municipalities that share a common boundary must create an ICF with each other by April 1, 2021.

A common boundary referred to in **s708.28(1)** is defined as sharing a border along land to be consistent with how an IDP is defined in **s631(1)** (see Figure 1).

More than two municipalities can be party to the ICF, and municipalities that do not share a common boundary can also be part of an ICF if they so choose. Additionally, the MGA provides the opportunity to open dialogue with neighbouring First Nations and Metis Settlements regarding collaborative service and delivery.

Municipalities within a GMB may create an ICF only for those services not addressed within their adopted Regional Growth Management Plan or Metropolitan Region Servicing Plan.

An ICF includes a summary of all intermunicipal servicing agreements that benefit one or more municipalities party to the ICF.

In addition, municipalities party to an ICF must also agree to a **dispute resolution process** to manage disputes that arise regarding the ICF after

the ICF has been approved. All municipalities party to the ICF and not part of a GMB must have an **Intermunicipal Development Plan (IDP)** that is compliant with the new MGA requirements unless the municipalities party to the ICF mutually agree that IDP is not required. **s631(2)**



MGA **s708.29** describes the content of an ICF. At a minimum, the ICF **must inventory:**

- Any services that benefit residents in more than one of the municipalities party to the ICF.

Municipalities can outline their services at a high level, similar to a municipal budget line item. It is up to the municipalities to determine how they want to list the services.

If a service is evaluated and determined to be of benefit to residents in more than one municipality party to the ICF, the ICF must outline:

- **Which municipality is responsible for providing which services,**
- **How the services will be delivered and funded,**
- **Binding dispute resolution process** which is required for an ICF once the ICF has been approved by the participating municipalities (dispute resolution clause can be an overarching statement applied to all services, or can establish a dispute resolution process for a specific service if

it is deemed necessary to have a specific or separate clause for that service), and

- **Term of review** for the ICF (can be set for a maximum of five years, and must be set for all services, however, some services may have different terms of review within the ICF if deemed appropriate to review said items prior to ICF term of review). **s708.32**



Many topic areas are well suited to intermunicipal and/or regional collaboration and should be considered for inclusion and evaluation when preparing an ICF. For example, the ICF process is a good opportunity to simultaneously engage on areas, such as:

- 1 Land use planning
- 2 Economic development
- 3 Environmental protection
- 4 Agricultural preservation
- 5 Climate resiliency, etc.

Each participating municipality must approve their own ICF either by bylaw or resolution with matching content.

ICFs must be completed and approved by **April 1, 2021** and notification must be provided to the Minister of Municipal



Affairs **within 90 days s708.33(1)(4)** of their approval. Municipalities are not required to submit their completed ICFs to the Minister of Municipal Affairs.



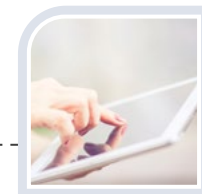
SOMETHING TO CONSIDER



In determining which services are of benefit to residents in more than one municipality, it is helpful to determine whether a service is provided by a third party. For example, library boards and RCMP services are provided by a third party and therefore would not need to be identified in an ICF. However, an intermunicipal service operated by a municipality, such as a peace officer service, would need to be identified.

More information and resources can be found on the Municipal Affairs Website:

Municipal Affairs



For additional assistance, please email: icf@gov.ab.ca



ICFs

**MUST BE COMPLETED AND APPROVED BY
APRIL 1,
2021**



1.2 WHAT IS AN IDP?



An Intermunicipal Development Plan (IDP) is a statutory land-use plan prepared collaboratively between two (or more) municipalities. IDPs are typically undertaken at the interface between municipal boundaries. IDPs provide land use and development policy direction for lands of mutual importance, agreed to and adopted through matching municipal bylaws for each municipality party to the IDP.



IDPs are typically utilized by municipalities that have common boundaries (and not members of a GMB). IDPs are no longer required if the municipalities mutually agree that they do not require one (see **s631(1)** and **s631(2)** of the MGA). A municipality is also allowed to rescind the agreement by giving written notice to the other municipality(ies) and request an IDP, in which case one must be completed within one year.



If it is agreed that an IDP should be prepared or an existing IDP needs to be revised to be compliant with the MGA requirements, the IDPs

WHAT'S CHANGED IN BILL 25?

- IDPs are no longer required if the municipalities agree that they do not require one.
- A municipality may rescind the agreement by giving written notice to the other municipality(ies) and request an IDP, in which case one must be completed within one year.

need to be completed by **April 1, 2021. s631(4).**

As municipalities inventory and assess the services they provide through the ICF process, they also need to understand where future growth or development may be considered and the implications of providing services to that development. In this respect, there is a direct connection between an IDP, which lays out future proposed growth, and an ICF which lists the services that will be required in the future to support it and how they will be delivered.

The development of an IDP and the ICF share many required components, therefore the two processes are intrinsically linked. The two should be considered together.

The purpose of having both an IDP and ICF is to ensure that the services and land use planning are compatible and to ensure that your land use plans can be supported by the necessary services and vice versa. Both are important as the IDP will guide regional approaches to managing growth, outline how regional land development will occur, and provide the criteria for infrastructure and services. The ICF will then assess the infrastructure and services elements of the IDP, providing the framework for how the delivery of services will occur. The two documents work together to both plan and organize intermunicipal services.



MGA **s631(9)** indicates that if the required content of an IDP is dealt with and considered

in the ICF, it does not need to be included in the IDP.



The specific content of an IDP is outlined in **s631(8)** of the MGA.

The IDP must address:

- Future land use and future development of the IDP area,
- Environmental matters,
- Provision of transportation systems,
- Coordination of intermunicipal programs relating to the physical, social, and economic development of the area,
- A procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,
- A procedure to be used, by one or more municipalities, to amend or repeal the plan, and
- Provisions relating to the administration of the plan.



SUPPORT

Strategies to assist municipalities with the preparation of IDPs are provided here

IDP section



1.3 WHAT IF WE ALREADY HAVE AN IDP?

If you already have an IDP with your ICF partner(s), you must ensure that the policies contained within the existing IDP meet the new IDP content requirements of the MGA **s631(8)**.



Additionally, review the existing IDP to ensure it is consistent with the ICF, regarding servicing agreements or service delivery for lands within the identified IDP boundary. If amendments to the existing IDP are required, follow the established amendment process outlined in the IDP as well as the legislative requirements for amendments to statutory plan bylaws per **s692(1)(a)** and **s636** of the MGA.



Note that MGA **s631(9)** indicates that if the required content of an IDP is dealt with and considered in the ICF, it does not need to be included in the IDP.



For example, **s631(8)(a)** states that the content of an IDP must address: (iv) the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area.



However, as an example, if the ICF identifies an agreement to cost share a recreation centre within the town that will provide services for residents of a future growth area in the county identified in the IDP, then the IDP does not need to include this information as it will be addressed in the ICF.

1.4 WHEN, WHERE, AND HOW TO INVOLVE THE PUBLIC?

As an intermunicipal development plan is a statutory document; public engagement **is required for the development of the IDP. (s636** of the MGA).

As the MGA is silent on public engagement during the ICF process, public engagement is not required. However, municipalities are required to implement a public participation policy (**s216.1** of the MGA) therefore, municipalities will need to ensure they follow their own public engagement policies. Municipalities will need to determine if and how the public will be consulted, and if so, establish a public consultation strategy, set public consultation dates, and identify content and municipal roles for these events as well as how any information received from the consultations will be considered.



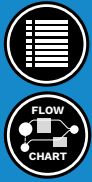
The determination of a public consultation strategy for the ICF process ought to be done collectively with your neighbour as part of the ICF kick off meeting. **[Click here to see a sample first meeting agenda.](#)**



Public engagement required for the IDP process is outlined end of **p. 22** and beginning of **p. 23** of this workbook.



An Intermunicipal Development Plan is a statutory land-use plan prepared collaboratively between two (or more) municipalities



2.0 GETTING READY (BEFORE YOU MEET WITH YOUR NEIGHBOUR)

As with any planning exercise, it is important to develop a solid sense of what your municipality wishes to get out of the ICF process in terms of outcomes. The outcome may be to maintain the strong existing relationships and collaborations already in place with your neighbours. Or, there may be one specific service (or several) that is open and commonly agreed to between neighbours as a service needing a review.

However, some municipalities may be entering an ICF process knowing that many issues may be contentious, needing resolution as part of the process. Or, there may be opportunities for more efficient service delivery that neither party may be aware of; in this case, you may want to determine your municipality's appetite for spending time reviewing such cost saving measures with your neighbour.

Finally, your municipality may also see an opportunity to collaborate beyond a bilateral level and accordingly seek to develop a single multilateral or regional ICF as opposed to many bilateral ICFs. These types of strategic and direction setting conversations need to be undertaken with your council at the onset. Political direction must be provided early in the process and developed into your municipality's ICF Strategy.

2.1 IDENTIFYING YOUR MUNICIPALITY'S DESIRED ICF OUTCOMES AND DISPUTE RESOLUTION OPTIONS



The following tool has been developed to help municipalities individually prepare and think about how they are going to negotiate and complete their ICFs and IDPs with their municipal partners and how to determine an approach.

Completing the Municipal ICF Outcome Tool exercise will help you address the following questions:

- What does your municipality hope to achieve through the ICF process?
- What does your municipality need to talk to your neighbour(s) about?
- If you and your neighbour haven't finished your ICF and/or IDP discussions by April 1, 2021 deadline, how might you handle it?



Tool A – Individual Municipal Preparation








Pinepond and Eastrock both evaluated their individual desired outcomes before meeting: Pinepond wants to protect the interest of ongoing ratepayers and those who would transition to Eastrock while Eastrock is interested in landowner support for annexation and benefits for future residents. Since the municipalities identified their desired outcomes ahead of time, they were able to discuss these outcomes with clarity and find common ground, despite a strained intermunicipal relationship.

Case Study #1

2.2 UNDERTAKE AN INVENTORY OF YOUR MUNICIPALITY'S SERVICES



Conducting an initial inventory of the services provided within your municipality will help you begin to consider the potential opportunities to discuss and potentially improve service delivery with your neighbour(s) within the ICF process. While it is not required, a good starting place for ICF discussions is to look at services provided in these five categories and determine if any services within these service areas could be more efficiently provided intermunicipally:

-  Transportation
-  Emergency Services
-  Water/Waste Water
-  Solid Waste
-  Recreation

It is recognized that many municipalities have existing intermunicipal agreements that go beyond the list above. This is where you would capture those services.

Beyond the five service categories mentioned, the inventory should also include any service delivery that your municipality may like to explore as part of the ICF process. One approach would be to list your services at the same level of detail as provided in your yearly budgeting process. For example, transportation may be a service category composed of the following services, transit, trails, roads, cycle network, or maintenance. Once you have listed all of your services, undertake an exercise to determine if



there may be a benefit to exploring where these services could be provided to or by another municipality.



2.3 BILATERAL ICF VERSUS MULTILATERAL ICF CONSIDERATIONS

Some municipalities (particularly municipal districts and counties) share boundaries with more than one other municipality, so it may be more efficient to prepare ICFs with many municipalities at the same time (e.g. all summer villages within a county). It may also be the case that some services may be best delivered at a regional scale as opposed to a bilateral intermunicipal level. ICFs may be flexibly designed to accommodate this type of regional level service delivery.

Rural municipalities will need to assess the status between themselves, their urban neighbours and their other rural neighbours.

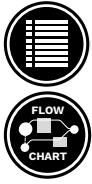
First, determine how many municipalities you think should participate in the ICF process. Municipalities will identify their potential partners when they complete their preparation tools, before initiating the formal ICF process. A multilateral ICF (e.g., involving three or more municipalities) may be desirable based on the number of municipalities providing common services or linked through shared growth and development issues.

BILATERAL ICF	
PROS 	CONS 
<p>Only two parties being involved may reduce the complexity in negotiations and create a more efficient process.</p> <p>Enables a focused discussion between two municipalities.</p> <p>Administratively the least complex to undertake.</p> <p>Potentially a preferred arrangement if service relationships are unique and demonstrably exclusive between two municipalities.</p>	<p>May overlook opportunities for larger collaboration that may potentially lead to larger economies of scale.</p> <p>For some rural municipalities, using only bilateral ICFs would increase the overall number of ICF processes and as a result require more effort to complete.</p>

MULTILATERAL ICF	
PROS 	CONS 
<p>May lead to more efficient and/or effective service delivery across a geographic area where a common economic trading area is shared (i.e., transit, servicing, economic development, GIS).</p> <p>May lead to more efficient use of land through the development of a more robust IDP that speaks to the interests of a region.</p> <p>Establishes a forum to address more complex service delivery affecting multiple jurisdictions.</p> <p>May be developed to action future multi-party work plans to improve service delivery.</p> <p>May be a more efficient process route for municipalities required to develop many ICF agreements.</p>	<p>May be administratively challenging (e.g., if an ICF needs to be amended, all participating municipal councils would need to agree to the amendment and would need to amend their ICF to reflect the change).</p> <p>A change to the parties involved would require all parties to agree and update their ICF regardless of whether or not they are impacted.</p> <p>ICF negotiations and discussions may be longer in duration than a bilateral process.</p>



It is important that municipalities do not inadvertently become too positional by expecting that a new service will be agreed to by the other municipality. It is equally important that municipalities be open to exploring a service that may benefit residents from both municipalities.



SOMETHING TO CONSIDER

Multilateral ICFs can be administratively challenging due to the added complexity associated with increased parties to the ICF. Municipalities ought to weigh the administrative complexity of multilateral ICFs with the potential value associated with the outcomes of such a process. One mechanism for easing the complexity of a multilateral ICF would be to undertake service delivery discussions with multiple municipalities but then create individual agreements for the purposes of the ICFs. This would decrease the administrative complexity but may dilute the potential value of a multilateral ICF which increases the required collaboration levels.

A formal and purposeful approach is needed to demonstrate good faith and build trust across borders.

2.4 CONSIDER WHO SHOULD BE ON YOUR ICF NEGOTIATING TEAM

In preparing for, negotiating, and approving an ICF, a formal and purposeful approach is needed to demonstrate good faith and build trust across borders. As municipal leaders and administrators, it is recommended that you and your administrative staff consider an Intermunicipal Negotiating Committee (INC); some municipalities may find efficiencies by giving this role to an existing Intermunicipal Committee (IMC) formed for some other purpose.

Do not formalize your negotiating team until you come to an understanding with your neighbour(s) on what you are going to talk about, how many municipalities are going to be negotiating, and collectively how you want to structure your negotiations.

After you have met with your neighbour(s), as detailed in **Section 3 of this workbook**, and the above items have been agreed to, it may then be beneficial that the INC be created by Resolution of your Council, and given authority to negotiate with your cross-border neighbour(s) in a formal setting. The INC should be comprised of the people with authority to negotiate (if necessary) and to make decisions. It could be comprised of elected officials, CAOs, senior financial administrative staff, and support staff.



If all municipalities participating follow a consistent protocol to intermunicipal discussions, it demonstrates the importance they each place on the relationship and fosters a genuine willingness and good faith approach. Please note that a consistent protocol can only be established after you have had your first meeting with your neighbour. One way to do this is through the Sample ICF Terms of Reference Tool that is explained in **Section 3.3**.



The intermunicipal negotiating process should not be looked at as a one-time effort. The relationship established through the ICF should function as a permanent municipal activity, in much the same way as the subdivision and development approval process or other ongoing municipal activities. It is important that the INC be charged with the ongoing implementation of the ICF and ensuring that any additional work identified in the ICF be undertaken. At a minimum, the committee will need to reconvene to undertake the review of the ICF every 5 years.

3.0 GETTING TOGETHER

3.1 IDENTIFYING YOUR MUTUAL ICF OUTCOMES

After completing your municipality’s pre-work as described in the previous section, it is now time to initiate discussions with your neighbour(s). Before entering into negotiations on service reviews or IDP preparation or amendments, it is important to have a scoping meeting in which all parties involved seek to understand the interests and outcomes important to each other.

These important questions will need to be addressed with your neighbour(s):

- How will we work together?
- What do we want to jointly achieve?
- What do we jointly want to talk about?
- How are we going to organize ourselves and negotiate?
- If we are not able to reach agreement on some intermunicipal services by April 1, 2021 how are we going to address those services?

Case Study #2

Although Lagolin and its rural neighbor already believe that they meet the spirit and intent of the ICFs, they both agree that a desired outcome of the process would be to better codify their relationship, address any missing requirements in their IDP, further discuss implications of amalgamation, and to meet the requirements as quickly and inexpensively as possible. They have also identified the opportunity to evaluate existing municipal assets and determine maintenance and life cycle costs.



ICF Services Summary Tool E



Case Study #3

The rural municipality of Hill Woods and the Town of Sunnydale have a current recreation services agreement that was struck some years ago when the development trend was reversed compared to today and is based upon a flat fee paid by Hill Woods to Sunnydale. After discussion, both municipalities agree that although an IDP is in place, it does not anticipate annexation as a tool to accommodate growth and neither party wants to amend the plan. The parties’ mutual outcomes are to renegotiate new cost sharing terms to better reflect the location of residence of users of its facilities, and structure an agreement that will remain fair into the future as growth occurs anywhere in the catchment area.

Sharing services across municipal boundaries requires a collective understanding or vision for how the municipalities will work together to provide these services. Remember, the joint vision created has to be a compromise of the individual visions of the municipalities involved. The vision should be aspirational and broad enough that it can be achieved while meeting many interests. This way, the vision can be agreed upon fairly quickly. Mutual buy-in of the vision will help the negotiating committees come together and begin to form a team, working towards similar overall goals.

The following tool has been developed to help municipalities address these questions and establish a mutual vision and understanding of shared desired outcomes. The tool will help municipalities consider how and what to negotiate as part of the ICF and IDP process as well as shape an agreed process to undertake the work.

Sample Kick Off Meeting Agenda

The agenda for your first meeting together should be structured in such a way that enables the sharing of your individual pre-work conducted in **Section 2** of this workbook.

Provided is one example of what an agenda for your first ICF meeting might look like.

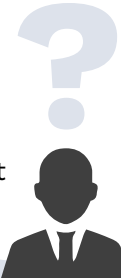
Draft Kick Off Agenda



3.2 YOUR ROLE IN THE PROCESS

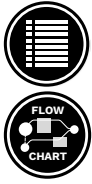
What is my role as a municipal leader?

- 1 Establish trust
- 2 Build relationships
- 3 Support the project moving forward



How to build positive intermunicipal relationships and ICF negotiations?

- 1 Acknowledge that you are all in this together
- 2 Be clear on needs
- 3 Evaluate capacity and resources
- 4 Ensure the ICF is scaled appropriately
- 5 Identify existing intermunicipal successes and agreements



3.3 AGREE ON A PROCESS TO MOVE FORWARD

Once completed, the information gathered in the Intermunicipal ICF Outcome Tool (**Intermunicipal Preparation Tool C**) will form the basis of your collective ICF/IDP process. For dispute resolution options during the creation of the ICF, see **Tool H**.

Here are a few additional items worth considering:

- Discussions should occur early on if hiring a facilitator, mediator, or med-arb practitioner would be beneficial to the overall process as it does allow for a neutral facilitation/mediation and chairing of the meetings and negotiations.
- Both parties should agree at the onset how any incurred costs related to the committee negotiating process and/or background studies ought to be dealt with.
- Establishing ‘Ground Rules’ at your first meeting, such as negotiating as equals, courtesies, and a respectful tone, help ensure meaningful dialogue at the outset.
- Establish a Terms of Reference for ICF/IDP committee and process. **Sample Terms of Reference Tool**
- Meeting agendas ought to be set in advance to allow staff from all municipalities to prepare any necessary briefing and presentation material to allow for informed discussion.
- Agenda topics ought to be logically sequenced to result in working agreements-in-principle as the meetings progress.



SOMETHING TO CONSIDER



Municipalities may consider hiring a facilitator to free INC members from administering the meetings, so they can focus on their municipal interests. To expedite the long-term process, ensure the facilitator is a trained mediator: if mediation is required later, the facilitator takes on a mediator role and provides a seamless transition of your committee negotiating process. The mediator can also explain the implications of arbitration and have the parties make an informed decision on how they want to deal with a situation where they have outstanding service areas to negotiate.

Mediator Roster (Alberta Municipal Affairs)

More information on dispute resolution, as well as additional mediator options are available through the **Alternative Dispute Resolution Institute of Alberta (ADRIA)**

How to Choose an ADR Specialist



3.4 WHAT HAPPENS IF YOU NEED MORE TIME?

An ICF is a tool to facilitate and encourage cooperation and cost-sharing between neighbouring municipalities in order to ensure municipal services are provided to residents efficiently. Many paths can bring you to this end point: the correct path for you and your neighbour(s) depends on the outcomes you wish to achieve and how much you decide to explore together.

The limiting factor when first developing an ICF is the April 1, 2021 deadline for completion. However, best practices in ICF development allow for **versatility** (no “one size fits all” approach) and **scalability** (number of services and extent of the collaboration or outcomes desired to be achieved). An ICF process need not stifle creativity due to the timeline to complete the work; an approved ICF may be written in a way to identify future or continued work and studies to be undertaken as part of an evolving ICF.

For example, suppose as a result of the ICF process, the municipalities involved determine that further work is required to analyze the potential of transitioning their emergency services to one regional service. The type of work required to support such a decision may extend beyond the initial April 1, 2021 deadline. In such an instances, an ICF may identify this as being an area for a future feasibility study.

4.0 DEVELOPING YOUR ICF AND IDP

4.1 SUMMARIZE YOUR SERVICES

At a minimum, the ICF requires compiling a list of services that are provided intermunicipally. MGA **s708.29** describes the content of an ICF. The ICF **must inventory** all the services shared between municipalities or of benefit to residents of more than one municipality party to the ICF.



It is up to municipalities to determine the level of detail they wish to enter into in listing the services.

The following tool has been developed to assist municipalities in summarizing their services to support the drafting of the ICF.



ICF Summary Tool E



4.2 PREPARING AN ICF DISPUTE RESOLUTION PROCESS



An intermunicipal dispute resolution mechanism **is a requirement** of all ICFs pursuant to the MGA **s708.29(3.1)**. Any disagreements regarding matters outlined in the ICF once the ICF has been approved by each of the participating municipalities shall be addressed and resolved utilizing an agreed upon dispute resolution process specified within the ICF document.

Participant municipalities can develop their own binding dispute resolution process as long as it aligns with the requirements of the MGA. A example resolution process is included in the appendices.



For guidance on how to prepare an ICF dispute resolution process, see **Tool H: ICF Completion Dispute Resolution Options**.

4.3 THOUGH NOT A REQUIREMENT, HOW DO YOU CREATE AN IDP?

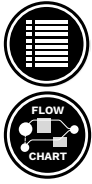
If you don't have an IDP with your municipal partners and you would like to create one, IDPs and ICFs may require dialogue between them as they are being created and discussed. They should be considered together especially if the IDP is proposing future development requiring services.

As municipalities inventory and assess the services they provide through the ICF process, they also need to understand where future growth or development may be considered and the implications of providing services to that development.

If the required content of an IDP is dealt with and considered in the ICF, it does not need to be included in the IDP as per **s631(9)** of the MGA.

For a detailed step by step guide to the IDP Process, **click here** or **see Appendix A: IDP Process**.





4.4 HOW DO WE REVIEW THE FEASIBILITY FOR ALTERNATE DELIVERY OF SERVICES?

Understanding the best way to deliver services to residents may be straightforward and intuitive or it may require background studies and analysis. Below are some possible considerations when undertaking an analysis of service delivery.

Qualitative versus Quantitative Service Enhancements

As you complete your inventory of municipal services, you may identify opportunities to collaborate with your neighbour(s) for providing different services. While undertaking a service review, it may be beneficial to understand how a change to service delivery may increase qualitative and/or quantitative service outcomes.

Quantitative measures may include the number of service outages or peak-hour bus frequency, while qualitative measures may include driving comfort or bus shelter quality.

- **Qualitative** improvements will focus on the impact on service outcomes.
 - Customer satisfaction has increased by **yy** grade since the regional transit services commission was established according to the most recent survey.

- Commuters report spending **zz** minutes less than previously during their commute since the implementation of the shared road maintenance agreement.
- **Quantitative** improvements will focus on enhancements to production and cost variables, such as time, money, and/or effort.
 - The local waste water plant can process **xx** m² more waste water per hour since the new design was implemented.
 - The regional pool costs **\$yy** less per attendee since the new regional registration program was introduced.
 - Peace officers spend **zz** fewer hours on traffic reports since the new traffic signage was installed at the corner of Main and First street.

Levels of Service

Understanding Level of Service (LOS) is an important consideration when working to understand if a service ought to be delivered on an intermunicipal scale. Often times, one municipality may provide a differing level of service than its neighbour which must be considered when reviewing intermunicipal delivery feasibility.

LOS is defined from the perspective of the user. Therefore, the indicators to evaluate current and future LOS should be defined in terms these groups can relate to and understand.

Many municipalities already have a good sense of their assets through the Public Sector

Accounting Board (PSAB) 3150: Assessment of Tangible Capital Assets requirements, so this can offer a good starting place for the inventory of the various assets. To learn more about determining your existing levels of service, see **Alberta Municipal Affairs Asset Management Toolkit User Guide Section 2.0**



By determining the existing and expected LOS, you will be better prepared to address the potential gaps in services provided when you go through the ICF process with your neighbour(s).

Asset Management

Asset management is critical for all communities, no matter how small. It is the ongoing process of managing a municipality's assets to ensure reliable and sustainable service delivery.



Asset Management tool:

Asset Management for Municipalities in Alberta (from the Rural Municipalities of Alberta)



Assets with higher use are more prone to wear, which increases the operation and maintenance costs and shortens the asset's lifespan, requiring it to be replaced sooner. It is therefore important to consider asset management while negotiating shared service agreements, since it will help you recover costs, including eventual asset replacement.

The ICF process should not be a strictly political exercise. Involve your community’s asset manager (if you have one), engineering staff, and/or facilities staff responsible for operations and maintenance. When your team assesses shared service agreements, do so not only based on the up-front costs and benefits, but be sure to also consider the life-cycle cost benefits.



When the Town of Low Level and the MD of One Hill struck a bilateral Fire Services Agreement, the service fee paid to the Town by the MD for firefighting and fire protection services not only considered the operating cost of the Fire Services Department but also the amortized expenses for assets such as equipment and buildings as well as related capital expenditures.

Case Study #4

communities since these developments depend on other nearby communities for accessing their service needs (e.g., recreation centres or jobs).

Land use decisions can also help improve the service delivery efficiency. For example, a fire hall that services a small community might benefit from increased development within the fire hall’s catchment to improve its efficiency if it is performing below capacity. Similarly, infill in a downtown area could increase taxpayer revenue in areas where services are already provided.

It is important to consider this linkage between land use planning and service delivery impacts during the IDP and ICF processes. It requires municipalities to not only consider how their land use decisions affect them, but also how they affect others. This expanded consideration will allow for a more equitable sharing of the risks and costs associated with growth and infrastructure investment.



AUMA Program for Asset Management:
<https://auma.ca/advocacy-services/programs-initiatives/asset-management>



The Federation of Canadian Municipalities has a Municipal Asset Management Program that provides funding opportunities to assist with the implementation of asset management programs. To learn more about funding opportunities, see **(FCM MAMP)**



To learn more about how to start an asset management program, visit **Alberta Municipal Affairs Asset Management Handbook and Toolkit.**



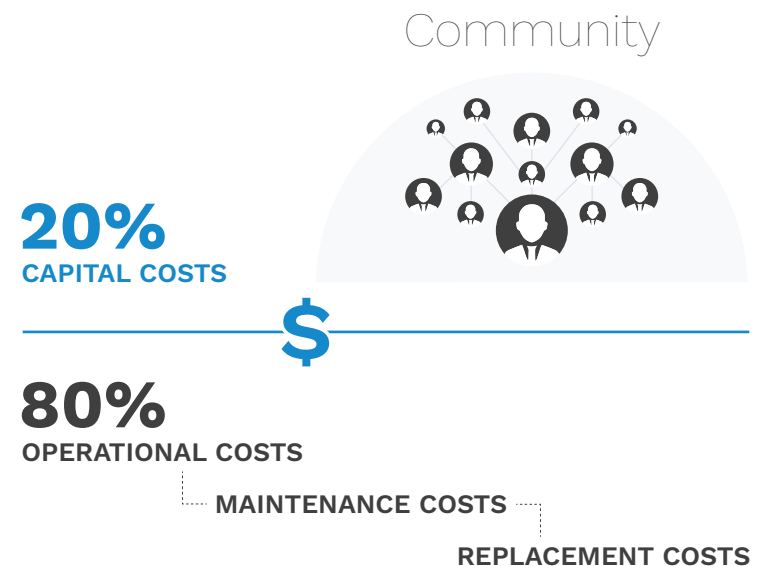
Impacts of Growth on Service Delivery

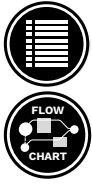
Grow where you can afford to grow! Growth is the key driver for where we need services: it drives the demand for pipes, roads, facilities, and other assets that provide key services. While the capital cost of development seems high, it only represents approximately 20% of the total costs. The remaining 80% of costs are in operation, maintenance, and eventual replacement.

Therefore, as you consider where to grow in the IDP, assess the financial impact for service delivery. What seems like lucrative development and increased tax revenues can turn out to be a long-term liability to the municipality in terms of ongoing servicing and replacement costs.

Servicing plans and land use plans should include an assessment of the life-cycle cost of required infrastructure and facilities. As the service area grows, for instance through greenfield development; delivering a service often becomes inefficient and maintaining the expected LOS becomes difficult and costly.

Similarly, developing in outlying areas where services delivery is not aligned with resident expectations causes pressures on surrounding





4.5 WHAT INFORMATION AND/OR THIRD PARTY ASSISTANCE COULD WE NEED?

When reviewing services, it may result in needing further background studies or supporting work completed before making a decision to change how a service is delivered. Once a need for more information on a particular subject or issue is identified, municipalities should assess whether this information can be generated through existing resources or if a third party is needed to support and undertake the work.

Municipalities should agree in advance to the terms of reference of what will be undertaken, how costs will be covered to undertake the required work, and how responsibilities and ownership of the work will be shared.

Municipalities should also work to understand how long it will take to generate the information required to support any future service arrangement decisions. Due to the deadline for ICF completion of April 1, 2021, it may be necessary to indicate within your ICF that your review/analysis of the service(s) in question will be part of a future work plan beyond ICF approval and that the service will continue functioning in its present manner until such a point as a decision can be made on adjusting the service.

5.0 WHAT HAPPENS IF WE DON'T AGREE?

Sometimes, despite best intentions, municipalities are unable to agree during the ICF and IDP development process. Disagreements may arise regarding the need for:

- shared services
- the sharing of costs for those services
- level of service
- land use development, or other components of the IDP
- some other aspect of service delivery
- being unable to finalize an ICF (or IDP) by April 1, 2021

Voluntary mediation and arbitration can help move the negotiations forward. Mediation or arbitration is recommended to begin **at the outset/early on in the process**, however, can be considered at any point during the ICF process.



BEST PRACTICE
OR SUGGESTED PROCESS

As was mentioned in **Section 3.3**, hiring a facilitator who can also mediate is a good preventive measure to being able to reach consensus and agreement on issues so they don't escalate to a point that municipalities are not able to agree by the deadline of April 1, 2021. Having a facilitator who can mediate also allows for a seamless transition and saves on time.



Spectrum of voluntary mediation/arbitration options are provided [here](#)



Refer to the **case studies** provided which demonstrate some situations which may arise between municipalities during the development of the ICF. If no mediated agreement can be reached or if all municipal councils do not approve a mediated agreement, consider **voluntary arbitration**.



If the parties are unable to come to an agreement and approve the ICF by the April 1, 2021 deadline, the municipalities will be forced into binding arbitration to resolve their dispute (**s708.34** of the MGA). The municipalities may choose an arbitrator to negotiate the ICF and/or IDP or if they can't agree on an arbitrator one will be assigned to the municipalities by the Minister.

Facilitation and Mediation Support

Outside assistance is often beneficial when undertaking intermunicipal work like an ICF. AMA offers a wide range of support to municipalities through the Intermunicipal Relations Team (IR).

<https://www.alberta.ca/municipal-dispute-resolution-services.aspx>

Financial support is available through the Intermunicipal Collaboration and Mediation & Cooperative Processes components of the Alberta Community Partnership Grant https://www.alberta.ca/alberta-community-partnership.aspx?utm_source=redirector

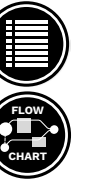
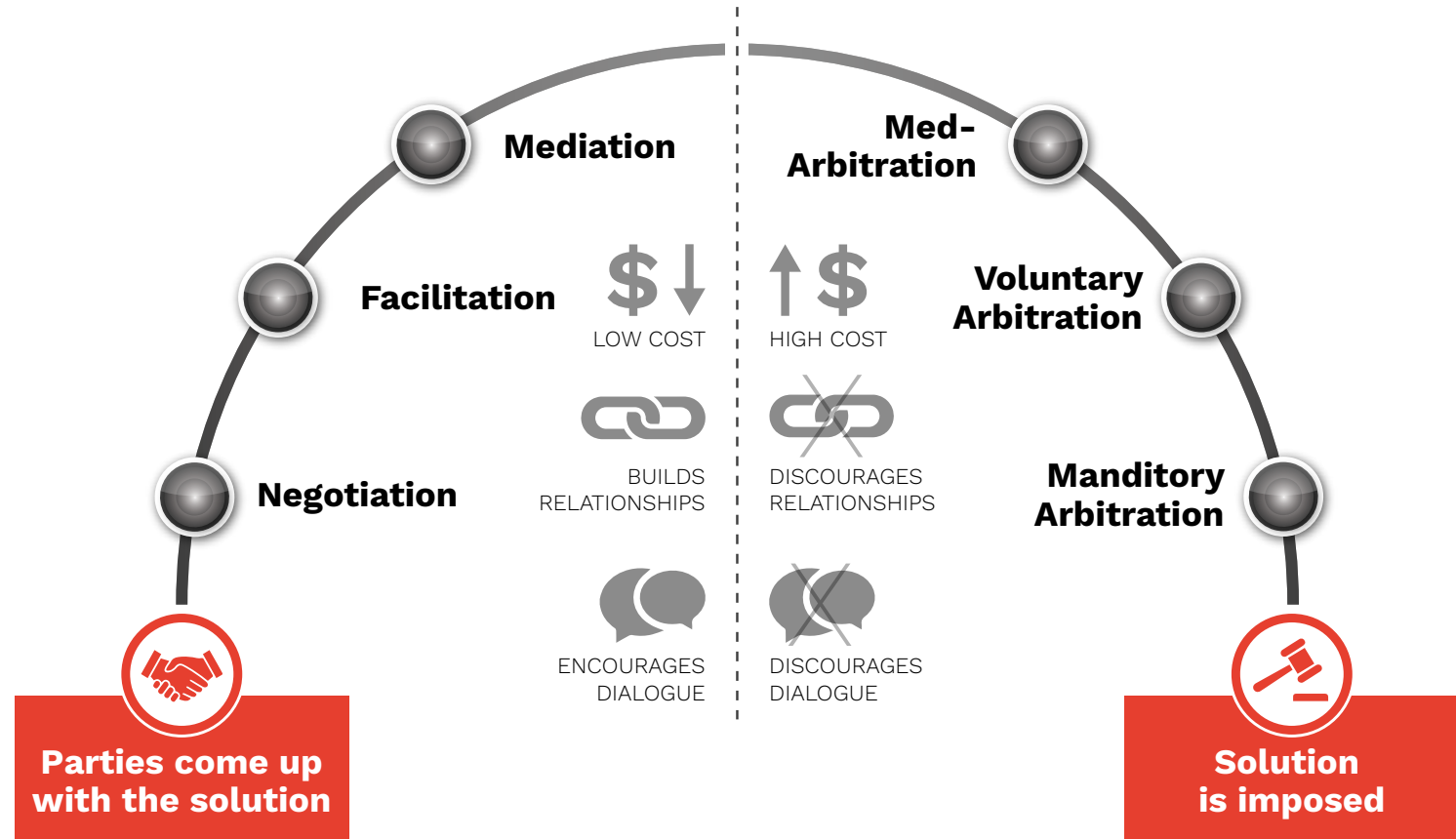
A website is also available dedicated to Intermunicipal Collaboration Frameworks, providing a consolidation of all the available supports for ICFs and IDPs.

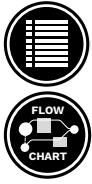
<https://www.alberta.ca/intermunicipal-collaboration-framework.aspx>



CONFLICT RESOLUTION SPECTRUM

There is a spectrum of mediation/arbitration methods that can be implemented to help municipalities come to an agreement.





5.1 FACILITATION

When municipalities are required to initiate a negotiation process to develop or review an ICF, IDP, or other intermunicipal agreement, engaging some level of independent objective negotiation support can be helpful, especially if it is likely that contentious issues are expected to arise. A facilitator can plan, guide, and manage the negotiation process, allowing all the INC members to focus on the issues.

Engaging a facilitator early in the process is the dispute resolution approach in which the external influence is most limited; unlike a mediator, med-arb practitioner, or arbitrator, which are discussed later in this section, a facilitator’s role is not to actively lead the municipalities involved in the negotiation to an agreement, or impose an agreement upon them, but rather to ensure that the municipally-led negotiation proceeds smoothly. This includes the following:

- Supporting the group in understanding the objectives of the negotiation.
- Ensuring all voices are heard and participants are comfortable sharing opinions and perspectives.
- Capturing information provided by all parties.

A facilitator can have a range of roles in an ICF (or any type of) negotiation. They can work with the parties prior to the negotiation to design a formal

process, they can schedule the time and location of negotiation meetings, they can actively facilitate meetings, they can set context and ground rules, and they can record results. Alternatively, a less-involved facilitator could be on “stand-by” to help the group stay on track and push toward their objectives in the event that conversations get off track or conflict begins to arise. A facilitator could also act as a neutral party to identify whether negotiations may require more formal outside involvement in the form of mediation, med-arb, or arbitration.

While there are no requirements for facilitators to be specifically trained or licensed to serve in this role, it is recommended that municipalities seek a facilitator with experience facilitating intermunicipal or municipal negotiations.

SOMETHING TO CONSIDER 

To learn more about facilitators and to inquire about certified facilitators in your area, contact the Canada Chapter of the International Association of Facilitators:

<https://www.iaf-world.org/site/regions/canada> 

5.2 MEDIATION

If municipalities are unable to agree at any point during their discussions, they should consider the option of engaging the services of a mediator who will attempt to bring the parties to an agreement.

Engaging a mediator early may assist all parties in more effectively addressing and advocating for their issues. A neutral third-party mediator will manage the overall negotiation process, allowing all the parties involved to focus on the conflicting issues.

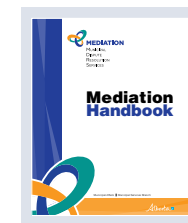
AMA maintains a roster of private sector mediators that can be found here:



<https://www.alberta.ca/mediator-and-arbitrator-rosters.aspx>



http://municipalaffairs.alberta.ca/documents/MDRS/Mediation_Handbook_FINAL.pdf



A list of arbitrators is also available at the same website.

Before initiating a mediation process, consider the following statements:

- a. All municipal councils involved agree that mediation is necessary.
- b. Municipal councils appoint an equal number of INC representatives to participate in the mediation process.
- c. All municipalities agree to share the costs to engage an impartial and independent mediator.
- d. All municipalities agree on the mediation schedule, including the times and locations of meetings and the deadline to complete the mediation process.

If a mediated agreement is reached, it will be provided to all municipal councils for consideration. Any mediated agreement will not be binding, and will be subject to the approval of all municipal councils. Please note that if a

council does not approve the draft mediated agreement, the INC will take back the questions and concerns raised by the respective councils and continue to negotiate until an agreement is reached. If the parties reach an impasse and cannot reach an agreement once mediation has occurred, they should request a mediator's report that outlines areas of agreement and disagreement along with what issues the municipalities may need to utilize an arbitrator to settle. This will narrow the specific issues that go to arbitration.

If no mediated agreement can be reached or if a mediated agreement is not approved by all municipal councils, consider whether voluntary or mandated arbitration are appropriate (for more information, see **ICF Completion Dispute Resolution Options Tool H**)

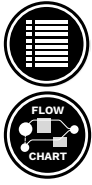
Any mediator who has assisted the municipalities in attempting to create a framework is eligible to be an arbitrator (**s708.35(3)**).



MEDIATOR'S REPORT

At the conclusion of the mediation, the mediator should provide a mediator's report outlining the issues that parties have agreed upon and the issues for which there is still disagreement. The municipalities should request a mediator's report at the outset of the mediation. The report will help the parties narrow the specific issues that require arbitration in the event mediation does not lead to a completed agreement. The mediator's report can also provide guidance to the arbitrator on the principles that were agreed upon in the mediation. If mediation is successful, a mediator's report will provide a helpful third-party summary of the discussions and key decisions made.





5.3 MEDIATION-ARBITRATION (MED-ARB)

Mediation-arbitration (commonly referred to as “med-arb”) is similar to mediation. The key difference is that the parties agree at the outset of selecting a mediator that the individual or team selected can arbitrate any outstanding issues not resolved in the mediation. The decision to hire a mediator-arbitrator should be made at the outset of your process or when deciding to hire a mediator. See **Tool H** to determine if this process is the most appropriate approach to resolving your ICF.

A med-arb approach can have several advantages, particularly if parties expect negotiations to be challenging or conflicts to arise in certain areas.

SOMETHING TO CONSIDER



Under MGA s. **708.35(3)**, any mediator who has assisted the municipalities in attempting to create a framework is eligible to be an arbitrator. However, not all mediators have arbitration experience, so discussing arbitration experience and the possibility of a med-arb process should be a central consideration in selecting a mediator.

Having a mediator engaged from the start who becomes extremely familiar with the negotiation process and the issues will:

- allow for a streamlined transition from mediation to arbitration;
- limit conflicts between parties related to reporting on the negotiation process; and
- assist with identifying remaining areas of conflict to an arbitrator who may be unfamiliar with the context of the negotiations to that point.

Two common ways med-arb processes can be conducted are by:

- Sole Practitioner: Hiring one person who is the mediator in the process and then will arbitrate if the parties cannot come to an agreement.
- Team Approach: The other method is to have one mediator and one arbitrator working as a team. The arbitrator is involved with the joint meetings to help facilitate and the mediator is involved in the individual caucus and preparation meetings with the municipalities.



What is Arbitration?

Arbitration involves an outside party making a formal decision that resolves a dispute between multiple parties, in this case, municipalities.

There are various ways to conduct a med-arb so talk to a consultant that provides this service to see if it will work for you.



For more information on med-arb, see **Case Study #5: The City of Warm Lake and Small Horn County were unable to agree on a new recreation service agreement and an existing waste management agreement that was raised during negotiations. The mediator selected for med-arb has the ability to arbitrate any potential outstanding issues should mediation not be successful. Through mediation, the municipalities were able to reach an agreement to keep the pre-existing waste management services agreement, however, still required arbitration to resolve the new recreation services agreement.**

Case Study #5



5.4 VOLUNTARY ARBITRATION

Voluntary arbitration is when parties decide to engage an arbitrator to resolve one or more areas of disagreement before the required deadline of April 1, 2021. Voluntary arbitration allows the municipalities to choose the parameters of their arbitration process and does not have to follow the “mandated arbitration” requirements prescribed in the MGA that would become effective on April 2, 2021. The main difference between the voluntary process and the MGA mandated arbitration process is that voluntary arbitration gives the parties full control of the arbitration process. Arbitration is when a neutral third party is hired to make a binding award/decision on an ICF dispute brought forward to the arbitrator.

SOMETHING TO CONSIDER



Expert opinion, also known as neutral evaluation, is another dispute resolution tool municipalities may use. Under this approach, parties hire an external expert to provide an opinion on an area of dispute that will help the parties either resolve the area of disagreement or proceed to arbitration. The expert opinion is not binding but provides a third-party perspective on the disagreement that may support a resolution.



The rural municipality of Deercastle and the Town of Silverspell have multiple joint servicing agreements including an emergency first call agreement. Both municipalities agree that the agreement needs to be updated due to unpredicted growth trends. The municipalities were unable to come to an agreement on what should be paid for the service even after hiring a mediator and therefore voluntarily opted for arbitration. Both municipalities agreed ahead of time that the arbitrator’s decision would be final, and accepted the decision on the fee.

Case Study #6



http://municipalaffairs.alberta.ca/documents/MDRS/Mediation_Handbook_FINAL.pdf

5.5 MANDATORY ARBITRATION

Mandatory arbitration involves the following:

- The arbitrator is selected jointly by all participating municipalities or by the Minister;
- The arbitrated decision is binding on the parties; and
- Agreeing to current state and process for exploring outstanding services and land use.

If municipalities preparing an ICF cannot agree and are therefore unable to approve an ICF by April 1, 2021, then the arbitration process outlined in **s708.34** of the MGA would apply.

This MGA mandated arbitration process applies to municipalities who are unable to create the ICF by April 1, 2021. The arbitrator must be chosen

by the municipalities, or if they cannot agree on an arbitrator, the Minister will choose the arbitrator. Arbitration ends if municipalities create an ICF by agreement at any time during the arbitration process.

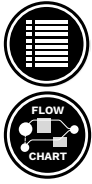


The arbitrator’s role:

The arbitrator must make an award that resolves the dispute within one year of April 1, 2021 (or the date the arbitrator is chosen in the case of a replacement framework). Any mediator who has assisted the municipalities in attempting to create a framework is eligible to be an arbitrator. **s708.35(3)**

- The arbitrator must align with the requirements of the **Arbitration Act**, except where provisions in the MGA indicate that the Act does not apply.
- The arbitrator may, as part of the arbitration process, attempt mediation with the municipalities. **s708.36(2)**
- The arbitrator may consider the services and infrastructure provided for in other frameworks to which the municipalities are parties as part of the negotiation. Arbitrators can look at consistency of services provided to residents, equitable sharing of costs among municipalities, environmental concerns within the municipalities, and the public interest.





Gathering and sharing of information within the **arbitration process** can take several forms. These may include:

- A party may provide to the arbitrator and to the other parties a copy of all documents it intends to rely on in the arbitration.
- The arbitrator may order a party to produce documents the arbitrator considers to be relevant.
- The arbitrator may appoint one or more experts to report on specific issues.
- An arbitrator may solicit written submissions from the public.
- Subject to the arbitrator’s discretion, hearings are open to the public.

SOMETHING TO CONSIDER



If municipalities preparing an ICF begin the arbitration process, it is recommended that they refer the dispute to relevant advocacy staff from AUMA and/or RMA as well as the AMA Intermunicipal Relations team.

Arbitration costs:



- Subject to an order of the arbitrator or an agreement of the parties, the costs of an arbitrator must be paid in proportion to each municipality’s equalized assessment, MGA **s708.41**, unless another funding formula is agreed upon by both municipalities.



- If an ICF is not created by **April 1, 2021**; municipalities have until **April 1, 2022** to complete an arbitration and adopt the ICF. MGA **s708.28(1)**.

5.6 AGREE TO FURTHER STUDY

One method for addressing disagreement is to agree to further study. An ICF can be structured to indicate that an issue or service will continue to be studied after ICF approval and will be addressed by the next mandatory ICF review period. This way the ICF can be approved without a single service disagreement derailing the process. Indicate in the ICF the status quo for the service but note that it is/will be studied further and addressed when the ICF is reviewed in five years or sooner for that specific service. This is a useful way of agreeing to continue to explore an issue if more information is required to make a decision. This is also a way of addressing the time constraint of April 1, 2021 for ICF submission if both parties agree to continue studying an issue if more information needed.



6.0 FINALIZING THE ICF AND IDP PROCESS

6.1 PREPARE YOUR ICF

There is no standard format regarding what an ICF document should look like, as long as the required content of an ICF is contained in the document as per **s708.29** of the MGA as well as any additional information the municipalities agree to include. The INC can determine the approach and format that best suits the municipalities that are involved.



Click [here](#) to see sample Tables of Contents for your ICF.



6.2 APPROVE ICF

Once the INC is satisfied and it is agreed that all the required criteria for completing the ICF have been met to satisfy the **minimum content requirements** of **s708.29** of the MGA, including a **dispute resolution process** as per **s708.29(3.1)** of the MGA. Councils from the participating municipalities need to approve matching ICFs.



Approving multilateral ICFs may be considered but since all municipalities party to the ICF must pass matching ICFs with matching content, be cognizant of the fact that if a municipality wants to make an amendment to the ICF for any reason, it will require all the municipalities party to the multilateral ICF to be informed of and approve the matching amendment for their ICF.

SOMETHING TO CONSIDER



Only include a reference to the *servicing* agreements in the ICF rather than attaching the actual agreements. The actual agreements should not form part of the ICF since any revisions would require all participating municipalities to amend their respective frameworks every time a word or clause was adjusted in an agreement.

In addition, in May 2019, the Canada Revenue Agency (CRA) released their audit results to the Town of Peace River in which they assessed GST on “a supply of a right to enter, to have access to, or to use property of the government, municipality, or other body”. CRA ruled that the “town supplied a right to use the municipal property to other municipalities through the use of cost-sharing agreements”. Please note that the CRA’s ruling is under review.

The CRA interpreted the concepts of ‘supply’, ‘public purpose’ and ‘third party benefit’ included in the cost-sharing agreement differently than in the past.

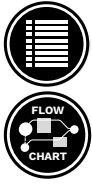
Municipalities should be careful to word cost-sharing agreements in a way that makes it clear that they are based on benefit provided to the citizens of another municipality, as opposed to providing “access” to, or “supply” of, a service or right of entry. If your municipality requires assistance with the wording in cost-sharing agreements, please seek legal advice.



SOMETHING TO CONSIDER



Where practical, a joint council meeting should be held with the participating municipal councils. This allows all the Councils to hear all questions and responses to questions about the ICF at the same time. After the joint council meeting, each municipality would then approve their own matching ICF. ICFs can be approved by bylaw or resolution. All parties to the ICF should approve the ICF using the same approval mechanism.



6.3 NOTIFY ALBERTA MUNICIPAL AFFAIRS




The ICFs **must** be completed and approved by **April 1, 2021** and notification must be provided to the Minister of Municipal Affairs **within 90 days** of approval. Only one of the participating municipalities needs to provide notification but each municipality **must** be copied on the notification.

For more information or to submit notification, please email:

 icf@gov.ab.ca



CHECKLIST

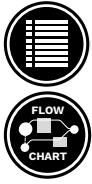
-  ICF approved by all participating municipalities:
 -  • Meets the requirements of **s708.29**
 -  • Must include a term of review not to exceed five years
 -  • Contains a **dispute resolution process** for resolving any disputes that arise after the approval of the ICF per **s708.291**.
-  Notify Ministry of Municipal Affairs





APPENDIX A

INTERMUNICIPAL DEVELOPMENT PLAN PROCESS



INTERMUNICIPAL

DEVELOPMENT PLAN PROCESS

The Intermunicipal Development Plan (IDP) process is closely tied to the ICF process.

An IDP is a statutory land use plan prepared collaboratively between two (or more) municipalities. IDPs are typically undertaken at the interface between municipal boundaries. IDPs provide land use and development policy direction for lands of mutual importance, agreed to and adopted through matching municipal bylaws for each municipality party to the IDP.

As municipalities inventory and assess the services they provide through the ICF process, they also need to understand where future growth or development may be considered and the implications of providing services to that development.

As noted previously, the development of an IDP and the ICF share many required components, therefore the two processes are intrinsically linked. The two should be considered together.



MGA **s631(9)** indicates that if the required content of an IDP is dealt with and considered in the ICF, it does not need to be included in the IDP.

GETTING READY

Before starting the development of an IDP, participating municipalities need to:

- 1 Determine what form of oversight structure they wish to have for the IDP development process.
 - Depending on capacity and resources, the INC could oversee the development of the IDP. However, it may be preferable to establish a separate Intermunicipal Development Plan Committee (IDPC) to oversee the development of the IDP, since the IDP focuses on land use and development rather than the provision of services. This could be a sub-committee of the INC.
 - The IDP oversight committee should include the Chief Administrative Officers (CAOs), some elected officials from each of the participating municipalities, administrative expertise in planning and development, and possibly engineering, public works, and community services (recreation) from each of the participating municipalities (as required).

- 2 Determine if there is capacity within the municipalities to develop the IDP or if a consultant should be retained.

If a consultant is required, then the INC needs to prepare a request for proposals, establish a budget, and select a consultant to do the work.

- 3 Establish the boundary of the IDP area.

Determine the boundary where the intermunicipal land use planning policy will be applied. For example:

- Prescribe a distance (e.g., 800 m) on either side of the municipal boundary.
- Identify a defined area where the IDP policy will apply. This is typically where development or growth is occurring, anticipated, or at critical interfaces between municipalities.

- 4 Determine the extent of public engagement and consultation that is appropriate for development of the IDP.



Follow **s636** of the MGA, which details the Statutory Plan preparation and the requirement to hold a Statutory Public Hearing prior to adopting the IDP.



Additionally, **s216.1(1)-(4)** of the MGA requires that every municipal council must establish a public participation policy. At a minimum, preparation of the IDP must follow the consultation requirements of this policy.

WHAT ARE THE STEPS WE NEED TO FOLLOW TO PREPARE AN IDP?

IDPs are prepared in several phases. First, the municipalities need to know the current situation, where things currently stand. Next, the IDP will identify locations of future land uses. Finally, the IDP policies will be drafted to correspond with the desired land use concept.

Baseline and Context

In the initial phase, gather and analyze all relevant information and data to provide a baseline and context for the IDP. The intent of this phase is to identify existing natural and human-made constraints within the identified IDP boundary, as well as existing policies and plans (e.g., federal, provincial, and municipal) that may inform what future development can take place within the proposed IDP area.

Information and data that may be analyzed may include but is not limited to:

- MDPs,
- ASPs,
- LUB regulations and zoning,
- strategic plans,
- open space and recreation plans,
- environmental assessments,
- transportation,
- servicing assessments, and
- legislated setbacks (oil and gas infrastructure, landfills, airports, confined feeding operations, highways, etc.)

It is important to consider the hierarchy of planning documents in your review. Aside from statutory Regional Plans, the IDP is the highest order document. All other statutory land use plans of the municipality must be consistent with the policy framework outlined in the IDP for lands within the IDP boundary. This means that the MDPs and ASP/ARP's from all participating municipalities must be consistent and conform with the IDP policies. Additionally, **s632(1)** of the MGA now requires all municipalities regardless of population to prepare and adopt an MDP. When doing so, the municipality's MDP must be drafted to be consistent with all relevant IDPs in place with that municipality, (e.g., rural municipalities can have several IDPs with other rural municipalities, towns, cities, villages, and summer villages). Their MDP must ensure consistency will all the IDPs.



Prepare an inventory of existing conditions for the IDP area. This may include existing land uses, proposed land uses as identified in applicable plans, transportation networks, infrastructure (e.g., water and wastewater servicing and drainage), environmental analysis, historic and cultural resources, etc. This will help determine the development constraints that exist on the land.

Preparation of Land Use Concepts

The next phase of the IDP process is to develop and confirm a preferred land use concept for the IDP area. This will require reviewing or undertaking population projections for the communities and evaluating average land absorption rates so you know how much land is likely to be needed for the time horizon identified in your IDP.

How many land use concepts you develop—and their level of detail—will depend on the complexity of existing and proposed land uses within the IDP area. This could incorporate the policy areas identified in MDPs and ASPs, or may be a result of the servicing inventories prepared during the ICF process.

Compatibility of land uses also needs to be considered. Will the proposed land uses interfere with or impact existing uses? What are the potential implications on existing servicing capacity?

After developing the land use concept(s), evaluate them to identify a preferred concept.





Understanding and evaluating the life-cycle cost associated with servicing the proposed concepts is a key part in ensuring sustainable service delivery.

The preferred land use concept will form the basis for the development of corresponding IDP policies.

Drafting the IDP

Informed by the outcomes of the previous steps, a draft IDP is developed that includes policy informing development within the IDP boundary consistent with the land use concept. At a minimum, this first draft must meet the requirements of the MGA, as outlined in **s631(8)**.



A fundamental component of an IDP is the establishment of **development referral and communication protocols between municipalities**. These protocols help municipalities make land use decisions within the IDP boundary that are consistent with the policy direction of the IDP and the servicing plans/initiatives identified in the ICFs (where applicable). Often, the IDPC continues as an active committee to review land use and development proposals being considered in the IDP boundary.

Once the draft is complete, it is recommended that it be reviewed by the IDP oversight committee. It is suggested that a technical circulation of the draft IDP also take place to referral agencies, applicable provincial ministries, and with municipal solicitors for comment on the draft IDP.

The IDP must include a **dispute resolution process** to manage any disagreements between the municipalities that may arise on land use and development proposals within the IDP boundary. The IDP committee will need to develop a dispute resolution process that is agreed to by the municipal participants.

SOMETHING TO CONSIDER



Present the draft IDP for comment and feedback to landowners, residents, and stakeholders prior to the Statutory Public Hearing.

The draft could also be presented for review at a joint meeting with the participating municipal councils in advance of the Public Hearing. This joint session allows participating councils to provide comments, receive information, and hear questions and responses to questions all at the same time.

Finalizing and Adopting the IDP

In this final phase, you would make any revisions to the draft IDP that may be required, based on the feedback received from the municipal councils, the technical circulation process, and the public consultation activities.

The final step in the IDP process is to hold a statutory public hearing, followed by the adoption of the IDP bylaw by each Municipal Council per **s692(1)(a)** of the MGA.



After the public hearing, each Council will need to approve their own bylaw adopting the IDP, per the requirements of the MGA.

EXAMPLE

IDP DISPUTE RESOLUTION PROCEDURE

Participant municipalities can develop their own binding dispute resolution process. Please see an example dispute resolution process summarized on the following pages:

IDP DISPUTE RESOLUTION PROCEDURE



MUNICIPAL ADMINISTRATIVE COMMUNICATION

- 1 Upon written notice of dispute being received, Administration from the two municipalities shall meet and attempt to resolve the issue/concern. If no resolution can be agreed upon within 30 calendar days, the issue shall be advanced to the Chief Administrative Officers.

IDP DISPUTE RESOLUTION PROCEDURE



CHIEF ADMINISTRATIVE OFFICER (CAO) REVIEW

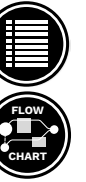
- 1 The CAOs from each municipality shall consider the issues and attempt to resolve the disagreement.
- 2 Should the CAOs be unable to resolve the disagreement within 30 calendar days, the matter shall be forwarded to the IDPC.

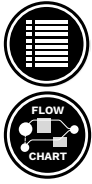
IDP DISPUTE RESOLUTION PROCEDURE



INTERMUNICIPAL DEVELOPMENT PLAN COMMITTEE (IDPC) REVIEW

- 1 If the disagreement is moved forward to the IDPC, a meeting of the IDPC consisting of an equal number of members from each municipal Council (to a maximum of three from each) shall be set within 21 days from the time of referral from the CAO review.
- 2 After careful consideration of the facts and points of view, the IDPC may:
 - request additional information to assist in its deliberations;
 - if possible, agree on a consensus position of the IDPC in support of or in opposition to the proposal, to be presented to both municipal Councils; or
 - conclude that no consensus can be reached at the IDPC level.
- 3 The IDPC has 30 calendar days to reach a resolution, with the option to extend that time periods by consensus agreement of the IDPC.
- 4 If agreed to, a facilitator may be employed to help the IDPC work toward a consensus position. If consensus cannot be reached a mediation process shall be employed as a means of resolving the matter.





IDP DISPUTE RESOLUTION PROCEDURE



MEDIATION PROCESS

- 1 Prior to the initiation of the mediation process, the municipalities shall:
 - appoint an equal number of representatives to participate in the mediation process;
 - engage a mediator agreed to by the municipalities at equal cost to each municipality; and
 - approve a mediation process and schedule.

If requested by the municipalities involved at the outset of mediation, the mediator can provide a mediator’s report on what issues the parties have reached an agreement on and what issues for which there is disagreement. A mediator’s report will help the parties narrow the specific issues to go to the MGB. The mediator’s report can also provide guidance to the MGB on the principles that were agreed upon in the mediation. The mediator’s report and recommendations are not binding on the municipalities and to be considered by the MGB, would likely be subject to the approval of both councils.

If both Councils agree to the mediation report recommendation, then the applicant municipality would take the appropriate actions to address the disputed matter.

IDP DISPUTE RESOLUTION PROCEDURE



APPEAL TO THE MUNICIPAL GOVERNMENT BOARD (MGB)

- 1 In the event that mediation proves unsuccessful, the affected municipality may appeal the matter to the MGB for resolution. An appeal to the MGB is limited to those issues identified in the MGA.



SOMETHING TO CONSIDER

A joint Council Public Hearing should be held with all municipal councils involved. This allows all the councils to hear questions and responses to questions received during the Public Hearing at the same time.





APPENDIX B

FAQS



FAQS

#1

WHAT IS NEGOTIATING IN GOOD FAITH AND WHY IS THIS IMPORTANT?

ICF discussions are bound to bring up items of disagreement that will require negotiation. General negotiation rules state that they must be conducted in good faith. If any issues remain unresolved after exhausting negotiations, arbitrators will look to ensure that negotiations were conducted in good faith.

This essentially means that all parties involved in a negotiation must conduct themselves in a transparent and honest manner, showing intent to move towards some form of agreement. Being involved in a negotiation intending only to discover the other parties position to use in preparation for arbitration, is considered bad faith.

Duty to act in good faith

- 1 In creating or amending a framework, the parties must
 - a act honestly, respectfully, and reasonably,
 - b have regard to the legitimate interests of each party,
 - c have an appropriate communication approach,
 - d look for the potential for joint benefit of all parties,
 - e disclose to each other information that is necessary to understand a position or formulate an intelligent response,
 - f meet through representatives who are equipped and fully authorized to engage in rational discussion, and
 - g be willing and be prepared to explore the issues presented by all parties and explain the rationale for their positions.
- 2 In creating or amending a framework, the parties must not
 - a act in a manner that is arbitrary, capricious or intended to cause harm to any of the parties,
 - b make improper demands, or
 - c engage in a process that is intended to avoid reaching any agreement.



See also, **Government of Saskatchewan - guide to municipal annexations**

Municipalities found to be acting in bad faith may not receive their desired outcomes and would be violating the regulation by relying on the arbitration process.

FAQS

The ICF arbitration process is outlined here [link](#)



#2 WHY NOT JUST GO STRAIGHT TO ARBITRATION?



Arbitration is an option under MGA **s708.34**. However, it is not recommended as the first step, but rather as a last resort when municipalities cannot agree to an ICF or cannot participate in the creation of an ICF. Refer to **workbook Section 5.0** spectrum of voluntary mediation/arbitration options.



Arbitration is expensive; the costs of an arbitrator must be paid in proportion to each municipality's equalized assessment. The decision is taken out of the hands of the municipalities and is final.



Refer to case study #6

If there is considerable acrimony between municipalities, the legislated arbitration process could be investigated early in ICF development or if there is a particular issue that requires a decision before the municipalities can continue the negotiation process. However, it is recommended that other dispute resolution methods outlined in **Section 5.0** be explored first.



#3 DO WE NEED TO WAIT UNTIL APRIL 1, 2021 TO CONSIDER ARBITRATION?

See workbook section 5.6 and **FAQ #2**



You do not need to wait until April 1, 2021 before considering arbitration. If at any point during the negotiation process you and your partnering municipalities feel that you have reached a point of disagreement which cannot be negotiated further, the arbitration process may begin.

An important factor to note, however, is that once an arbitrator's decision has been made, it is final. Arbitration should only be undertaken when municipalities have decided that negotiation can no longer take place for the service(s) in question. Consider alternative forms of mediation or conflict resolution before proceeding to arbitration. Utilizing this method, municipalities are able to maintain negotiations should the need for further discussion arise.

See Tool H: ICF Completion Dispute Resolution Options

See Case Study #5



#4 IS THE ICF PROCESS SUGGESTING AMALGAMATION?

The ICF process is not suggesting amalgamation. If it is revealed after reviewing the services provided that significant overlap of services occurs, or one municipality lacks capacity of service, and/or there is an abundant capacity in another, then the discussion of how these services may better be provided should evaluate the merits of an intermunicipal service delivery model instead of current practices.

Through discussions on service delivery, amalgamation may be brought up as a potential outcome. It is important to accept this as a potential issue that may emerge, but equally important not to become stuck on this topic.

There can be benefits to amalgamation; each situation will be unique, and it is therefore difficult to determine its merits for the municipalities without specific analysis and discussion. Amalgamation is completed by a formal recommendation of the Minister of Municipal Affairs for an Order in Council by Provincial Cabinet. If the municipalities involved in an ICF are interested in information on amalgamation, they may wish to contact AMA or visit the website at: <https://www.alberta.ca/municipal-sustainability.aspx>.



FAQS



#5 WHEN SHOULD WE CONSIDER MEDIATION?



See [workbook section 5.0](#) and [3.1](#) and [case study #5](#) (Med-arb approach with multiple points of disagreement).

#6 WHAT HAPPENS IF MY NEIGHBOUR'S DESIRED LEVEL OF SERVICE DOESN'T MEET MINE?



It is important for each municipality to be clear on their desired outcomes for an ICF which may include specifics on levels of service. It is possible for municipalities to share the delivery of a service while maintaining separate levels of service in each jurisdiction as long as these details could be understood and agreed upon. Refer to [Case Study #3](#) for more information on how two municipalities worked together to achieve their individual desired levels of road maintenance.

#7 WHAT SHOULD I DO IF I HAVE 12 ICFS TO NEGOTIATE?



There may be value in considering a multilateral ICF or considering a process whereby service discussions are held collectively with all municipalities and then individual bilateral ICFS are created to execute the agreements reached. See [workbook section 5.6](#) for more information.

#8 WHAT SHOULD I DO IF MY NEIGHBOUR WANTS TO SHARE A SERVICE BUT I DO NOT?



There may be value in analyzing the potential service and user base to understand the mechanics of the service, who pays for it, and who benefits. There are a number of tools that municipalities can use to analyze services, some of which are addressed [here](#). This may assist you in either understanding why the shared service may be beneficial or developing a rationale as to why it would not be beneficial.

#9 WHAT IF MY NEIGHBOUR AND I ALREADY HAVE AGREEMENTS IN PLACE?



In several cases, many municipalities have preexisting arrangements which are working well, and suit the needs of all parties involved. The ICF provides an opportunity to formalize these agreements, and establish set terms that will last regardless of changes to council members or potential changes to existing municipal policies which may affect these agreements.

In situations where municipalities have preexisting agreements for provision of services intermunicipally per [s708.29](#) of the MGA, the process of creating an ICF can be completed with relative ease. Municipalities may look to simply continue these agreements as-is, or use the opportunity of creating the ICF to better refine and/or elaborate/expand upon the opportunities for these service areas.

FAQS



#10 SHOULD I COMPLETE MY ICF OR IDP FIRST?

The IDP and ICF processes are usually linked and as a result, it is likely to be an iterative process municipalities enter into. Municipalities may begin by drafting a draft intermunicipal land use concept and then begin discussions on their ICFs with regards to the services involved in that planning area. There is no set order to which municipalities must begin the two, however, the IDP will establish a land use development framework which can better inform the shared service requirements of the ICF.

The creation of an IDP involves an iterative process considering the cost-benefit analysis of proposed growth. Municipalities can be better informed of service requirements if a proposed land use pattern is established. Consideration should be given to the requirements outlined in the IDP before completing their ICF.

#11 WHAT FINANCIAL SUPPORT IS THERE TO ASSIST US IN HIRING A MEDIATOR/FACILITATOR OR TO HELP CREATE AN ICF AND IDP?



Please click here to view information regarding [Grant Funding](#).

#12 WHICH STAFF SHOULD BE IN THE ROOM DURING NEGOTIATIONS (FOR BOTH IDP AND ICF)?

See [workbook section 2.4](#)



There is no mandatory list of staff members which must be a part of your Intermunicipal Negotiating Committee (INC).

Staff involved with the negotiations should possess the knowledge and expertise involved in a variety of service delivery areas. Staff members should be knowledgeable about:

- Where the greatest strengths/assets of a municipality's service delivery occurs
- Where shortfalls in service delivery occur
- Opportunities for growth and/or expansion of existing service delivery.

#13 WHAT KIND OF STAFF EXPERTISE DO WE NEED TO DO THIS PROPERLY?

See [workbook section 2.4](#)



#14 HOW CAN WE OVERCOME CONFLICTING PERSONALITIES IN THE ROOM?

When dealing with conflicting personalities, it becomes important to identify and focus on shared goals and values to create a team rather than adversarial environment. It may be helpful to ask questions at the beginning of each meeting such as: What are the desired shared positive outcomes of the ICF process? What does success look like for the ICF process? What are the benefits of working together? Having an agreed upon Terms of Reference for the ICF work and an agreed upon process will play a valuable role in overcoming personalities. The tools provided in this workbook provide a strong starting point for developing such a process.

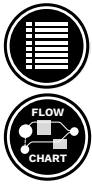


APPENDIX C

FIRST MEETING AGENDA & FACILITATOR GUIDE

SAMPLE MEETING AGENDA

FIRST MEETING



AGENDA

- 1 INTRODUCTION
- 2 REVIEW OF TOOL C
INTERMUNICIPAL PREPARATION
- 3 APPROACH
- 4 NEGOTIATIONS/DISCUSSIONS
- 5 NEGOTIATE THE IDENTIFIED
SERVICES AND/OR IDP
- 6 OUTSTANDING SERVICES BY
APRIL 1, 2021
- 7 NEXT STEPS AND ACTION ITEMS

FIRST MEETING PREPARATION



- Each individual municipality with council and key staff members fill out the individual **Tool A: Individual Municipal Preparation** and **Tool B: Services Inventory Development**
- Identified municipal staff and elected officials meet to determine agenda and logistics of the first meeting

1 INTRODUCTION

- Review Objectives and Agenda
- Roles
- Ground Rules
- Protocols



2 REVIEW OF TOOL C: INTERMUNICIPAL PREPARATION USING THE INDIVIDUAL ANSWERS FROM TOOLS A & B

- I. Desired outcomes of the ICF: what collectively do you want to achieve with ICFs?
- II. Service inventory: what services do the municipalities want to negotiate/talk/explore about?
- **TOOL H: ICF COMPLETION DISPUTE RESOLUTION OPTIONS**



3 APPROACH

- What are some approaches that would be effective and efficient for negotiating and exploring these identified services?

4 NEGOTIATIONS/ DISCUSSIONS

- How are you going to negotiate/discuss? (Terms of Reference)
- **(Tool D: Sample ICF Terms of Reference)**



5 NEGOTIATE THE IDENTIFIED SERVICES AND/OR IDP

- Determine what assistance and information is needed to negotiate the identified services.

6 OUTSTANDING SERVICES BY APRIL 1, 2021

- How are we going to address any outstanding services by April 1, 2021?

7 NEXT STEPS AND ACTION ITEMS

PROCESS NOTES TO GUIDE FACILITATOR/CHAIR OF THE MEETING

FIRST MEETING PREPARATION

- Each individual municipality with council and key staff members fill out the individual **Tool A: Individual Municipal Preparation** and **Tool B: Services Inventory Development**
- Identified municipal staff and elected officials meet to determine agenda and logistics of the first meeting



1 INTRODUCTION

• REVIEW OBJECTIVES AND AGENDA

Objectives

- Create protocols, ground rules
- Share and determine desired outcomes for our ICF
- Share and determine work needed to be done for ICF
- Determine approach and how we are going to negotiate ICFs
- Start development of Terms of Reference for the Committee
- Start discussion on how our municipalities are going to address any services we don't have agreement on by April 1, 2021
- Determine next steps

• ROLES

- Outline the role of the facilitator, chair, elected officials, and staff

• GROUND RULES

Ask the group what ground rules they need in place to have a productive conversation

Common Rules are:

- Respect each other's perspective
- Listen to understand

• PROTOCOLS - COMMUNICATION; MEDIA; COUNCIL COMMUNICATION; DECISION MAKING (NOTE: THIS WILL BE CAPTURED IN TERMS OF REFERENCE)

Ask the group

- How is this committee going to communicate to the public and media?
- Who is going to be the spokesperson for each municipality/INC?
- How are they going to communicate back to their councils?
- How are decisions going to be made?

• TOPICS FOR DISCUSSION IF NOT PREDETERMINED

2 REVIEW OF TOOL C: INTERMUNICIPAL PREPARATION USING THE INDIVIDUAL ANSWERS FROM TOOLS A & B



• EACH MUNICIPALITY COMPLETES TOOLS A & B BEFORE THE MEETING WITH FULL COUNCIL AND ADMINISTRATION

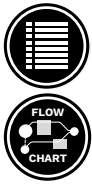
Compare with your municipal neighbours:

- **I.** Desired outcomes of the ICF: what collectively do you want to achieve with ICFs?

Instructions

- Listen to each municipality's perspective
- Summarize all of the outcomes using a flip chart or projecting the summary on a screen
- **II.** Service inventory: what services do the municipalities want to negotiate/talk/explore about?
 - The purpose of this session is just to understand that a particular municipality wants to discuss it and generally why
 - The goal is to understand not to agree.
 - **DO NOT GET INTO THE NEGOTIATION**
 - Summarize using a flip chart or projecting the summary on a screen

PROCESS NOTES TO GUIDE FACILITATOR/CHAIR OF THE MEETING



3 APPROACH

- Given your answers to the questions above: **what are some approaches that would be effective and efficient for negotiating and exploring these identified services?**

4 HOW ARE YOU GOING TO NEGOTIATE/DISCUSS?

- Develop an Intermunicipal Negotiation Committees Terms of Reference/Negotiation Protocols using **Tool D: Sample ICF Terms of Reference**

5 DETERMINE WHAT ASSISTANCE AND INFORMATION IS NEEDED TO NEGOTIATE THE IDENTIFIED SERVICES:

- Should we consider engaging a mediator immediately?
 - What might be some potential benefits of engaging a mediator early on?



6 IF YOU ARE NOT ABLE TO REACH AGREEMENT ON SOME INTERMUNICIPAL SERVICES, HOW ARE MUNICIPALITIES GOING TO ADDRESS THOSE SERVICES?

- The purpose of this item is just to understand what a particular municipality is thinking
- The goal is to understand not to agree
- **DO NOT GET INTO THE NEGOTIATION**
- Summarize using a flip chart or projecting the summary on a screen

7 NEXT STEPS AND ACTION ITEMS

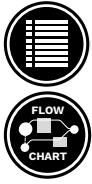
- What are the outstanding action items?
 - Who is responsible and when is it going to be done?
- What are the outstanding items for next meeting?
- Confirm when and where we are meeting next?





APPENDIX D

SUGGESTED ICF DISPUTE PROCESS



A SUGGESTED

ICF DISPUTE PROCESS

(FOR DISPUTES AFTER THE ICF HAS BEEN APPROVED)

Participant municipalities can develop their own binding dispute resolution process as long as it aligns with the requirements of the MGA **s708.29(3.1)**. Please see an example process summarized below:



NOTICE OF DISPUTE

- 1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.



NEGOTIATION

- 1 Within 14 days after the notice is given, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.



MEDIATION

- 1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4 The 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.
- 5 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.



REPORT

- 1 If the dispute has not been resolved within six months after the notice is given, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 2 The report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 3 The initiating party may prepare a report before the six months have elapsed if **(a)** the parties agree, or **(b)** the parties are not able to appoint a mediator.

ICF DISPUTE RESOLUTION PROCEDURE



APPOINTMENT OF ARBITRATOR

- 1 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.
- 2 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.

ICF DISPUTE RESOLUTION PROCEDURE



ARBITRATION PROCESS

- 1 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 2** of Part 17.2 of the MGA and the **Arbitration Act**.
- 2 The arbitrator may do the following: **(a)** require an amendment to a framework; **(b)** require a party to cease any activity that is inconsistent with the framework; **(c)** provide for how a party’s bylaws must be amended to be consistent with the framework; **(d)** award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.



ICF DISPUTE RESOLUTION PROCEDURE



DEADLINE FOR RESOLVING DISPUTE

- 1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given.
- 2 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.

ICF DISPUTE RESOLUTION PROCEDURE



ARBITRATOR’S AWARD

- 1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an award as soon as possible after the conclusion of the arbitration proceedings.
- 2 The arbitrator’s award must align with the **Arbitration Act** and must **(a)** be in writing, **(b)** be signed and dated, **(c)** state the reasons on which it is based, **(d)** include the timelines for the implementation of the award, and **(e)** specify all expenditures incurred in the arbitration process for payment under **s708.41** of the MGA.
- 3 The arbitrator must provide a copy of the award to each party.
- 4 If an award of the arbitrator is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the award for a separate award respecting costs.



ICF DISPUTE RESOLUTION PROCEDURE



COSTS OF ARBITRATOR

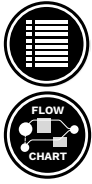
- 1 Subject to an award of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are to be parties to the framework.
- 2 Each municipality’s proportion of the costs must be determined by dividing the amount of that municipality’s equalized assessment by the sum of the equalized assessments of all of the municipalities’ equalized assessments as set out in the most recent equalized assessment.





APPENDIX E

POSSIBLE ICF TABLES OF CONTENTS



POSSIBLE ICF

TABLE OF CONTENTS

The sample Tables of Contents below and on the following pages provide possible templates for structuring your matching ICFs with your neighbour(s). There are many variations that municipalities may choose to use and there is no single correct format to follow.

SAMPLE

1

1. TERM AND REVIEW

I. Indicate the process for amendment and the frequency of the review period (not to exceed five years). Note – the review period may be overarching for the ICF or provided on an individual service basis.

2. GOVERNANCE BODY

I. If a committee, such as an Intermunicipal Committee, is to be charged with being the forum for ICF discussions and future amendment or review considerations, indicate that here.

3. SERVICES

- I. List all services that are of benefit to residents of more than one municipality party to the ICF.
- II. For each service listed indicate which municipality will take the lead in delivery and describe how the service is being provided, and funded.

4. DISPUTE RESOLUTION

- I. List the ICF dispute resolution process you and your neighbor(s) will follow to resolve differences going forward regarding the listed services.



POSSIBLE ICF

TABLE OF CONTENTS



SAMPLE

2

1. DEFINITIONS

- I. Provide definitions of terms used.

2. TERM AND REVIEW

- I. Indicate the process for amendment and the frequency of the review period (not to exceed five years). Note – the review period may be overarching for the ICF or provided on an individual service basis.

3. INTERMUNICIPAL COOPERATION

- I. Describe the mechanics of how municipalities will manage ICF discussions going forward and various roles and responsibilities involved in doing so.

4. SERVICES

- I. List all services that are of benefit to residents of more than one municipality party to the ICF.
- II. For each service listed indicate which municipality will take the lead in delivery and describe how the service is being provided, and funded.

5. FUTURE PROJECTS AND AGREEMENTS

- I. Identify how new services that get introduced by either municipality will be dealt with and communicated between municipalities in the context of an ICF.

6. INDEMNITY

- I. Municipalities may choose to state whether there are any indemnifications that ought to be included.

7. DISPUTE RESOLUTION

- I. List the ICF dispute resolution process you and your neighbor(s) will follow to resolve differences going forward regarding the listed services.

POSSIBLE ICF

TABLE OF CONTENTS



SAMPLE

3

1. TERM AND REVIEW

I. Indicate the process for amendment and the frequency of the review period (not to exceed five years). Note – the review period may be overarching for the ICF or provided on an individual service basis.

2. GOVERNANCE BODY

I. If a committee, such as an Intermunicipal Committee, is to be charged with being the forum for ICF discussions and future amendment or review considerations, indicate that here.

3. SERVICES

I. List all services that are of benefit to residents of more than one municipality party to the ICF.

II. For each service listed indicate which municipality will take the lead in delivery and describe how the service is being provided, and funded.

4. FUTURE PROJECTS AND AGREEMENTS

I. Identify how new services that get introduced by either municipality will be dealt with and communicated between municipalities in the context of an ICF

5. INDEMNITY

I. Municipalities may choose to state whether there are any indemnifications that ought to be included within the ICF

6. DISPUTE RESOLUTION

I. List the ICF dispute resolution process you and your neighbor(s) will follow to resolve differences going forward regarding the listed services.



A decorative graphic consisting of a white curved line that transitions into a blue gradient bar with three white arrowheads pointing to the left.

APPENDIX F

CASE STUDIES

CASE STUDIES

The following case studies have been developed to provide context and further understanding to a number of the points and direction on the ICF process provided in this workbook.



ICF CASE STUDY

#1

ROAD MAINTENANCE AGREEMENT

CONTEXT

The growing urban municipality of Eastrock is negotiating an annexation agreement with its rural neighbour, the County of Pinepond. Eastrock is proposing annexation for long-term growth (+30 years). This will result in vast areas of rural farmland within Pinepond being annexed, with current landowners continuing rural activities for many years within the boundaries of Eastrock.

The current intermunicipal relationship is defined by strained negotiations, but Pinepond is keenly interested in striking a negotiated agreement that protects the interests of both their ongoing ratepayers, and those that would transition to Eastrock. At the same time, Eastrock is interested in landowner support for annexation, and is open to negotiating sub-agreements that can benefit its future residents. The ICF process allows for these sub-agreements to be negotiated and included in the ICF process in advance of the annexation.

The issue of ongoing road maintenance of rural standard roads was identified through public consultation on the proposed annexation. Landowners affected by the proposed annexation are concerned the current standard of road maintenance will cease upon annexation of their land into a future urban environment with little immediate change. It is agreed by both municipalities that the annexation agreement will need to address this issue. And that negotiating the agreements in advance of the annexation and including them in the ICF will provide the necessary assurance for the affected rural ratepayers that this concern is addressed.

PROPOSED SHARED SERVICE

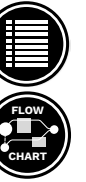
Under the annexation agreement, it is assumed that roads adjacent to rural lands annexed for future urban uses will not be maintained to the level enjoyed by the current landowners. Therefore, the County of Pinepond has sought an agreement that maintains the higher ongoing maintenance standard for these roads. A bilateral agreement is struck to allow Pinepond to continue to maintain the rural roads with their equipment inside Eastrock's boundary after annexation:

- A geographic list of specific roads is identified and proposed for continued Pinepond standard maintenance, including precise distances.
- Pro-rated maintenance costs for the total road distances are identified through analysis of the annual rural roads maintenance budget.
- A sunset clause is negotiated (5 years or when notice is given by Eastrock to take over maintenance of a specific road, whichever is sooner).
- Either party can terminate upon 6 months notice.
- A quarterly invoice is submitted by the rural municipality to the urban for payment of actual costs, plus 5% yearly to reflect increased costs.

LESSONS LEARNED

Road maintenance is an important issue to landowners, and, if left unaddressed during annexation negotiations, could result in acrimonious hearings at the Municipal Government Board (MGB). The costs to address the issue are minimal.

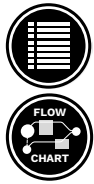
The ICF process allowed the municipalities to address this issue prior to the annexation. By meeting the stated needs of their ratepayers, Pinepond benefits from a successful negotiation; Eastrock benefits by eliminating a potential appeal issue. The current intermunicipal working relationship is improved via a practical issue resolution.



ICF CHECKLIST

As a component of their ICF that facilitates collaboration between their municipalities for the planning and funding of this new shared service, the Roads Maintenance Agreement...

- ✓ helps to improve the currently strained intermunicipal relationship;
- ✓ achieves an improved level of service for area residents; and
- ✓ allocates municipal resources more efficiently.



CASE STUDIES



ICF CASE STUDY

#2

FINE TUNE THE STATUS QUO

CONTEXT

The Town of Lagolin shares a border with its rural neighbour in a remote area of the Province. They share a strong intermunicipal relationship whereby Lagolin functions primarily as a service centre for the surrounding agricultural community. The Town has a steady population base comprised mainly of retirees from the surrounding rural economy. The two municipalities have always shared almost all services needed by the area population, including office space and many administrative staff functions.

Jointly providing and funding most services is the only way these two municipalities can function financially by taking strong advantage of the economies of scale inherent in combined service delivery. They already have fully integrated infrastructure and program delivery in and around the Town including transportation, solid waste management, recreation facilities management, and emergency services. Treated piped water supplies Lagolin as well as selected industrial developments in the rural areas surrounding the Town. Through shared land use planning, assessment, taxation, and economic development activities, the municipalities already have a long-standing IDP that works well and addresses most legislative requirements. Moreover, few issues ever arise between them given the almost fully integrated administrative environment. Given the extent of integrated activities, informal discussions concerning amalgamation have occurred.

PROPOSED ICF

The municipalities feel they already meet the spirit and intent of new provincial legislation mandating ICF's; however, they both see the ICF process as an opportunity to better codify their relationship, address any missing requirements in their IDP, further discuss the implications of amalgamation, and are motivated to meet the legislative requirements as quickly and inexpensively as possible. They immediately agree to formally inventory their shared services and will take the opportunity to review any other services they individually deliver to potentially include in their shared service model.

The process will also serve to evaluate existing municipal assets and determine maintenance and life cycle costs. Both municipalities concede that most intermunicipal shared-service agreements they currently have could be updated to reflect best practices, be improved for clarity, and require insertion of the legislated dispute resolution process mandated for ICFs. The ICF will be approved and AMA notified as required by the legislation that will serve to more formally implement an already successful business relationship.

LESSONS LEARNED

Both municipalities see the ICF process, not as another onerous provincial requirement, but rather as an opportunity to deliver services in a more cost-effective manner for their ratepayers and to explore and strengthen intermunicipal collaboration, examine their individual municipal processes, and investigate potential amalgamation.

ICF CHECKLIST

As a means to showcase the strong and fiscally efficient intermunicipal business relationship they enjoy between their municipalities, the proposed ICF...

- ✓ Serves to inventory and review current shared services, and to facilitate discussions around potential additional service provision delivery to their residents in a more cost effective and efficient manner;
- ✓ Explores economies of scale for service delivery;
- ✓ Fosters a review of asset management to reduce maintenance and life cycle costs for ratepayers;
- ✓ Focuses on an integrated and strategic approach to the business of service delivery;
- ✓ Provides more formal codification and documentation of existing agreements under the ICF process including formal dispute resolution mechanisms; and
- ✓ Provides a forum to explore the pros and cons of amalgamation.

CASE STUDIES



ICF CASE STUDY
#3

RECREATION SERVICES AGREEMENT

CONTEXT

The County of Hill Woods has a fast-growing employment-based development, which is attracting more population to locate near an existing Town of Sunnydale. Sunnydale has a slow and generally declining growth rate with little land available for future development resulting in growing residential development adjacent to its borders in the County. The two neighbours have a good intermunicipal relationship with a number of shared services. Currently, all indoor recreation services are located within Sunnydale including an aquatics centre, arenas, and curling rinks as well as associated programs. The current recreation services agreement was struck some years ago when the development trend was reversed. An IDP is in place but it does not anticipate annexation as a tool to accommodate growth, and neither party wants to amend the Plan.

The current cost sharing model for shared indoor recreation services is based upon a flat fee paid by Hill Woods to Sunnydale, something that Sunnydale views as unfair given the growing number of rural users of its facilities. The parties want to renegotiate new cost sharing terms to better reflect the location of residence of users of its facilities, and structure an agreement that will remain fair into the future as growth occurs anywhere in the catchment area.

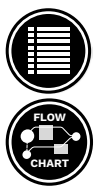
RENEGOTIATED COST SHARING AGREEMENT

The parties have agreed to the principle of a fair and equitable cost sharing ratio that is based upon the location of residence of the user:

- The net direct operating costs of all indoor recreation facilities and related programs will be shared;
- A cost sharing ratio is put in place based on the number of users for specific recreation facilities and programs;
- Sunnydale will begin collecting legal residence information from users as part of the registration process in order to determine the user ratio;
- All recreation related revenues will be deducted from eligible costs to determine the cost share base;
- Capital debt interest and amortization expenses are included costs;
- Capital grants specific to indoor recreation services will be credited to the County over the life of the asset purchased by the capital grant with an annual credit determined by the current year cost share ratio;
- For the future, Hill Woods will have input to all major recreation capital decisions taken by Sunnydale.

LESSONS LEARNED

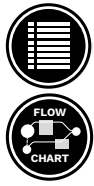
An existing shared services agreement is modified so as to keep pace with area development, improve long-term fairness, and to maintain a strong intermunicipal relationship.



ICF CHECKLIST

As a component of their ICF that facilitates collaboration between their municipalities for the planning and funding of this current shared service, the Recreation Services Agreement...

- ✓ helps to maintain the good intermunicipal relationship;
- ✓ updates shared recreational services to reflect current growth and development trends in the area without necessitating a costly review of their IDP;
- ✓ implements their shared goal of fair and equitable service cost sharing that will remain relevant regardless of where growth occurs within the IDP boundaries;
- ✓ allocates municipal resources more efficiently and spreads the cost of service more evenly among both municipalities that benefit;
- ✓ implements a prototype for the review of other currently shared, but possibly out-of-date service criteria; and
- ✓ puts in place a timeline to review the service, and to make any necessary adjustments.



CASE STUDIES



ICF CASE STUDY

#4

FIRE SERVICES AGREEMENT

CONTEXT

The Municipal District of One Hill, a large rural municipality, is experiencing pockets of growth in proximity to a fast-growing urban municipality - the Town of Low Level. The Town of Low Level provides a full range of urban services to its residents. The current intermunicipal working relationship is cordial; however, there have been disagreements in the recent past concerning urban annexation proposals and the location of development in the Municipal District of One Hill in close proximity to the Town.

Both municipalities recognize the importance of sharing services for the benefit of their residents. The existing Intermunicipal Committee prepares a Master Shared Services Agreement that strengthens their intermunicipal relationship through mutual respect and the commitment to a collaborative approach based upon open communication, and a key principle of the fair and equitable sharing in the costs of services (i.e., no subsidization of costs), as full and equal partners.

PROPOSED SHARED SERVICE

Of particular importance to the Municipal District of One Hill is the need for fire services for its growing population in this region of the municipality. A bilateral Fire Services Agreement was struck. It includes the provision of firefighting and fire protection services by the Town including emergency first response and fire prevention to a mapped Service District. In exchange for this service, One Hill pays a Service Fee:

- The annual Service Fee paid by the Municipal District of One Hill to the Town of Low Level is the net operating cost to operate the Town's Fire Services Department based on the percentage of population of One Hill within the service area to the population of the Town;
- All equipment is owned by the Town and the amortized expenses for equipment and buildings are included in operating costs to be shared;
- Related capital expenditures are captured in cost sharing through amortized expenses on a portion of long term debt interest;
- Donations and grants to the Town related to Fire operations are also shared to reduce overall costs.

LESSONS LEARNED

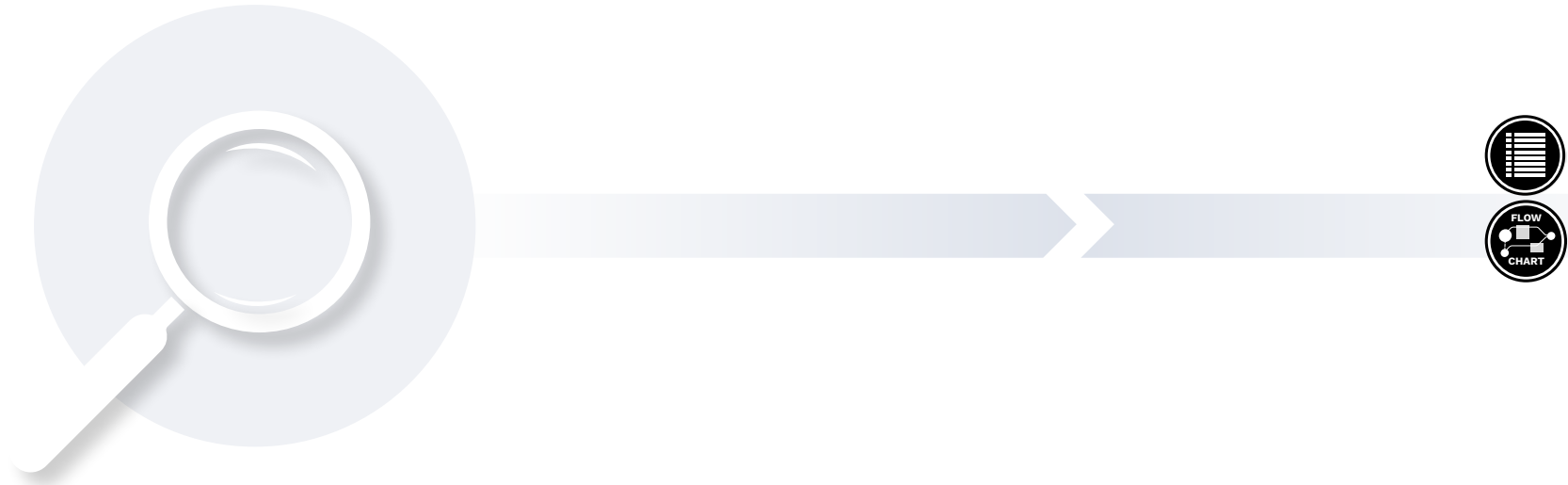
The Fire Services Agreement reflects a mutually beneficial partnership. The Agreement went beyond marginal service cost sharing to a complete and full accounting of all related operating and capital costs and related funding which ensures an equal business relationship in the eyes of their respective ratepayers. Moreover, the shared service benefits from economies of scale whereby common equipment is shared and used by Low Level in providing the service. It is an excellent example of intermunicipal collaboration at work.

ICF CHECKLIST

As a component of their ICF that facilitates collaboration between their municipalities for the planning and funding of this additional shared service, the Fire Services Agreement...

- ✓ helps to improve the intermunicipal relationship between One Hill and Low Level;
- ✓ achieves a new shared service for One Hill residents in close proximity to the Town of Low Level, and improves their level of this important municipal service;
- ✓ implements their shared goal of fair and equitable service cost sharing;
- ✓ allocates municipal resources more efficiently and spreads the cost of service more evenly among both municipalities that benefit; and
- ✓ puts in place a timeline to review the service, and to make any necessary adjustments.

CASE STUDIES



ICF CASE STUDY
#5

MED-ARB APPROACH WITH MULTIPLE POINTS OF DISAGREEMENT

CONTEXT

A mid-sized urban centre – the City of Warm Lake – is located within a rural municipality – Small Horn County. Their intermunicipal relationship has historically been characterized as strained. Several intermunicipal agreements exist between the two municipalities but negotiations to put them in place were difficult, and there has been a reluctance to explore additional opportunities to share services prior to the requirement for an ICF. As an example, the two municipalities have an IDP in place, however a recent commercial industrial development proposal in the County was deemed non-compliant with the IDP by the City. Ultimately, the decision regarding the industrial development was decided by the MGB with neither municipality satisfied with the outcome.

Today, Small Horn County and the City of Warm Lake want to negotiate a new recreation service agreement as part of the ICF process. The County has agreed in principle to contribute to the cost to support the City’s recreation facilities. The City is looking for the County to support the ongoing operation and maintenance of the existing swimming pool and various playing fields in the City (as County residents utilize these facilities), in addition to providing support for a new multiplex rink facility proposed by the City. Negotiations have stalled as neither party can agree on an appropriate level of funding or contribution formula from the County. The City believes it should get a larger contribution from the County than the County is prepared to provide. Before beginning the ICF negotiations, County and City Administration staff established an INC; however, they did not formalize a strategy for dispute resolution if the two parties could not agree on one or more issues.

During negotiations for the new recreation service agreement, the County also raised an issue related to compensation for waste management services they are providing to the City and believe that their agreement needs to be renegotiated. The City was not aware there were any issues related to the existing waste management agreement, and thus the County introduced a negotiating item the City was not anticipating. The City agreed to discuss a renegotiation of the terms, but made no promises to amend the existing agreement, which further frustrated the County.





MED-ARB

Being unable to reach consensus on these two issues during negotiations, the INC recognized it must undertake dispute resolution. Negotiations had been ongoing for many months and were now stalled, with the April 1, 2021 deadline to ratify the ICF fast-approaching. Although there was no formalized method of conflict resolution established at the beginning of the ICF negotiations, the municipalities agreed to pursue a med-arb approach. The mediator selected for med-arb has the ability to arbitrate any potential outstanding issues should mediation not be successful. Through mediation, the municipalities were able to reach an agreement to keep the preexisting waste management services agreement. However, they were still unable to reach a decision regarding the recreation services agreement. Since the municipalities could not agree, the dispute resolution process moved into arbitration, for which the mediator took on the role of arbitrator.

The arbitrator would decide on an appropriate funding model for the recreation services agreement in order to allow both municipalities to finalize the ICF. The arbitrator ruled in favour of the County with respect to the level of contributions towards recreation services but to neither municipality's desired level of satisfaction.

Because the med-arb practitioner was highly familiar with the situation as a result of leading the mediation process, arbitration proceeded quickly with little time being required to identify the issue and process, allowing the agreement to be finalized prior to the April 1, 2021 deadline.

LESSONS LEARNED








Both municipalities incurred significant costs to prepare for the arbitration hearing. However, the municipalities did save time and resources by choosing a med-arb approach when it became apparent that they could not reach a decision on their own.

If the municipalities had been proactive and established a dispute resolution process at the beginning of negotiations, they would have greatly reduced the time it took to negotiate the ICF, as well avoided the conflict and frustration that both municipalities experienced during the negotiation process. There is no question that selecting a med-arb approach for the difficult-to-resolve recreation services and waste management agreements was the right choice, but proactively taking that approach for the entire negotiation likely would have led to a more efficient process and improved post-ICF relationship.

As a result of the inability to reach a negotiated agreement on recreation services, the arbitration and subsequent fees imposed were not to either municipality's satisfaction and both lost decision-making autonomy. Further, the intermunicipal working relationship was not improved.

ICF CHECKLIST

As a component of their ICF, which is intended to facilitate collaboration between their municipalities for the planning and funding of shared services, the med-arb of the recreation services agreement...

-  Demonstrates the need to establish ground rules at the beginning of the ICF process including what happens if the parties can't agree;
-  Demonstrates the importance of timely negotiation and mediation;
-  Illustrates that an overall unsatisfactory outcome can arise through arbitration, even if arbitration is entered into voluntarily as part of a med-arb approach;
-  Shows the value of the med-arb approach in allowing municipalities experiencing ICF conflicts to transition between conflict resolution approaches more seamlessly than through the use of separate mediators and arbitrators;
-  Demonstrates the importance of early ICF preparation to address potential conflicts in advance of imposed legislative deadlines and paying the higher costs associated with processes beyond the control of the municipalities;
-  Exposed previously simmering issues between the municipalities that worsened when negotiations failed, and were not solved through arbitration; and
-  Did not help improve the intermunicipal relationship.

CASE STUDIES



ICF CASE STUDY
#6

SIMPLE ARBITRATION ON A SINGLE ITEM

CONTEXT

The rural municipality of Deercastle and the Town of Silverspell share a common boundary. The two municipalities have a good relationship and have negotiated several joint servicing agreements over the years including a recreation agreement to support the operation of the Town's swimming pool, a Family & Community Support Services (FCSS) agreement, a solid waste management agreement, and a first responder agreement.

The two communities reviewed their existing IDP and determined that the growth expectations and land uses in their 10-year-old IDP needed to be revisited, as Deercastle was not experiencing the growth adjacent to Silverspell that the IDP anticipated. The newly updated IDP envisions significantly less growth and development in Deercastle. As a result, when preparing the ICF, the two municipalities agreed to revisit the emergency first call agreement. The Town provides fire response services to Deercastle for a service area within an 8 km (5 mile) radius of Silverspell.

The agreement was negotiated with the growth expectations of the old IDP in mind. The two municipalities disagreed on the share of what should be paid for the service. The Intermunicipal Negotiating Committee (formed during the initial stages of ICF preparation), decides that despite their best efforts to come to an agreement, even after hiring a mediator to help with the negotiation, they are unable to agree on the terms of this agreement. As a result, Deercastle and Silverspell voluntarily opt for arbitration to decide on the final amount so that the two can move on and complete their ICF. The arbitrator reviewed all the facts and arguments presented from both perspectives and made a ruling on the amount to be paid for the emergency first call services. Both municipalities agreed ahead of time that the arbitrator's decision would be final, and accepted the decision on the fee.

PROPOSED ICF

The municipalities did not want this one item of disagreement to derail the completion of the ICF before the mandated timeframe expired. On all other items, they believe they have successfully met the requirements of the provincial ICF legislation. However, both agreed that the ICF process was the appropriate opportunity to revisit this one service area in light of the updated IDP.

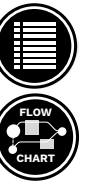
After being unable to come to an agreement, Deercastle and Silverspell turned to a mediator who was also trained as an arbitrator. When mediation was also unsuccessful, the two municipalities voluntarily agreed to arbitration and agreed to accept the resulting decision. The terms were rewritten, and the revised emergency first call agreement was approved by both councils.

The INC was able to finalize the ICF, listing the new emergency first call agreement along with the other previously agreed upon joint service agreements as well as a dispute resolution process outlining how future disputes over servicing agreements would be managed. Matching ICFs were prepared and each council approved their respective matching ICFs.

LESSONS LEARNED

The ICF process provided the two municipalities the opportunity to review their recently updated IDP and determine that they needed to revisit an intermunicipal

service agreement that was more in line with expected growth projections for the area. Since the voluntary arbitration approach only focused on a single issue, the costs preparing for arbitration would be significantly less, as many of the expert opinions would have already been presented, and the committee would be referring back to principles and criteria that were established during the mediated discussions. The two municipalities were able to successfully complete the ICF process, while maintaining a positive intermunicipal relationship.



ICF CHECKLIST

As a means to showcase the strong intermunicipal relationship enjoyed between Deercastle and the Town of Silverspell, the proposed ICF...

- ✓ Serves to inventory and review current shared services, and to facilitate the renegotiation of service provision delivery to their residents in a more cost effective and efficient manner;
- ✓ Focuses on an integrated and strategic approach to the business of service delivery;
- ✓ Provides formal codification and documentation of existing agreements under a process that includes a formal dispute resolution mechanism;
- ✓ Shows the benefit of voluntary arbitration on one issue so the process could move forward; and
- ✓ Achieves the goal of meeting provincial legislative requirements in a timely and cost-effective manner for ratepayers by not letting a single issue of disagreement derail the development of the ICF.



APPENDIX G

WORKBOOK TOOLS

TOOL A

INDIVIDUAL MUNICIPAL PREPARATION



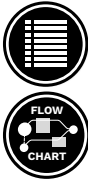
PURPOSE: For municipalities to individually prepare for the ICF process and begin thinking strategically about the process and potential outcomes.

- 1 Which municipalities do you share a common boundary with that you will be required to complete an ICF and IDP with? (please list)
- 2 Which municipalities does your partnering municipality need to create an ICF and IDP with? (Please list; this is to help understand the amount of work that collectively needs to be done.)
- 3 Which other municipalities do you currently share services with?
- 4 Are there any First Nations or Metis settlements with whom you currently share services or could in the future?
- 5 **Desired Outcomes of the ICF/IDP Process:** What does your municipality want to achieve with an ICF and IDP?
 - improved intermunicipal relations;
 - better services to our collective citizens;
 - attraction of business and residents to our area;
 - managed growth;
 - other _____
- 6 **ICF Services Inventory:** Complete **Tool B: Services Inventory Development** and list current services provided by you that benefit the other municipality(ies) as well as services provided by the other municipality(ies) that benefit your municipality. List the services below your municipality would like to discuss and what the rationale is for discussing it.
- 7 **IDP Assessment:** What work needs to be done on your IDP?
 - I. **Do you have an IDP in place with the adjacent municipalities listed above?**
 - i. If yes, does it meet the **new requirements of the MGA?**
 - ii. If yes, does it address any emergent growth trends in your area?
 - iii. If no, is an IDP necessary?

If both parties agree an IDP is not needed, both parties must pass a resolution indicating that both municipalities have consulted and determined that an IDP is not needed.
- 8 **Key Focus Areas:** What are the potential growth areas in your region, and what implications might they have for municipal services. Are these growth areas reflected within an IDP (if the municipalities have one)?
- 9 If you are not able to reach agreement on some intermunicipal services, how are the municipalities going to address those services or areas? (**section 5.0 What Happens if we don't Agree**)

TOOL G
IDP
Requirements
Checklist





TOOL B

SERVICES INVENTORY DEVELOPMENT



PURPOSE: For municipalities to individually inventory which services need to be discussed/negotiated. This inventory must include intermunicipal services provided to and by the participating municipalities.

Between: Municipality _____ and _____

Definition

Intermunicipal – is a service that is provided to two or more municipalities.

CORE SERVICES

SERVICE	ASSESS CURRENT STATE		LOOKING FORWARD				ACTION OR NEXT STEPS THAT NEED TO BE TAKEN WITH THIS SERVICE
	MUNICIPAL SERVICES (WHICH COULD BE INTERMUNICIPAL)	INTERMUNICIPAL	KEEP CURRENT AGREEMENT OR ARRANGEMENT	SLIGHT ADJUSTMENTS NEED TO BE DISCUSSED OR EXPLORED	NEEDS TO BE NEGOTIATED / DISCUSSED FURTHER	MAJOR ISSUES OR DISAGREEMENT	
Services Provided That Benefit More Than One Municipality: List all intermunicipal services							
Transportation							
Water							
Waste Water							
Solid Waste							
Emergency Services							
Recreation							

TOOL B

SERVICES INVENTORY DEVELOPMENT



PLEASE LIST ANY NEW INTERMUNICIPAL SERVICES YOUR MUNICIPALITY WOULD LIKE TO SEE AND THE RATIONALE FOR PROVIDING THAT SERVICE INTERMUNICIPALLY.

SERVICES	RATIONALE

PLEASE NOTE

There are a wide variety of services which may or may not apply in different areas (e.g. public transit, snow clearing, maintenance, etc. for Transportation, fire, police, disaster planning, etc. for Emergency Services, and so on).

PLEASE NOTE

A rationale for intermunicipal provision of that service needs to be indicated.
Additional sheets may be necessary.
Municipalities may need to create their own version of Tool B in order to adequately document services unique to their context.

TOOL C

INTERMUNICIPAL PREPARATION



PURPOSE: For two or more municipalities to determine how to approach the ICF process.

1

Compare with your municipal neighbours:

- I. Desired outcomes of the ICF/IDP: what collectively do you want to achieve with ICFs and IDPs?

- II. Service inventory: establish what services do the municipalities want to negotiate?

- III. IDP Focus Areas: Determine the status of the IDP. Does an IDP need to be prepared, or updated or do the municipalities agree that an IDP is not needed?

2

Given your answers to the questions above, **what are some approaches that would be effective and efficient to negotiating and exploring these identified services?** The following are process options. They are not an exhaustive list and are provided to help create discussion.

- I. **Separate** negotiations with all municipalities;

- II. Negotiation by identified municipalities on **individual services** that would serve all municipalities;

- III. Negotiation of an **overarching ICF for multiple municipalities** (i.e. County and 4 summer villages around the same lake)

3

How are you going to negotiate? Develop an Intermunicipal Negotiation Committees Terms of Reference/Negotiation Protocols using **Tool D: Sample ICF Terms of Reference**.

- I. Who needs to be on the negotiation committee?
- II. When and where should they meet?
- III. How are you going to keep the respective councils informed and get their input?
- IV. How are we going to communicate with the public and media?

TOOL D

SAMPLE ICF TERMS OF REFERENCE



PURPOSE: For two or more municipalities to prepare a Terms of Reference for an Intermunicipal Negotiation Committee.

- 1 Project Objectives**
Describe the outcomes you would collectively like to achieve through the ICF process.
- 2 Roles and Responsibilities**
Who needs to be on the negotiating committee and what are their roles and responsibilities? List the membership of the ICF Negotiating Committee (INC).
- 3 Frequency and Location of Meetings**
Where, when and how often will your meetings be?
- 4 Communication Strategy**
How are you going to keep the respective councils informed and get their input? How will the public and media be informed on your progress and outcomes? Each municipality will need to ensure that their communication strategy and public input process are consistent or consider their public participation policy.
- 5 Risk Mitigation Strategies**
How are you going to plan for risks to the ICF process and create mitigation strategies? Who is responsible for tracking risks and identifying if risks become issues?
- 6 Decision Making Protocols**
How are decisions going to be made as you move through the negotiating process? What decision making abilities does the INC (or Intermunicipal Committee (IMC)) have? Do you need a facilitator/mediator?
- 7 Metrics of Success**
What does success look like for each municipality?



TOOL E

ICF SERVICES SUMMARY TOOL (BILATERAL ICF)



PURPOSE: To assist municipalities in developing the content and structure of their ICFs.

Definitions

Intermunicipal – is a service that is provided to two or more municipalities.

SERVICES SUMMARY

- 1 Services currently provided by Municipality A to Municipality B:

- 2 Services currently provided by Municipality B to Municipality A:

- 3 **Optional:** Are there any services that are provided individually (single municipality) that could be provided intermunicipally?

Provide a list of services that may be considered for discussion and negotiation by both municipalities beyond the April 1, 2021 deadline.

Is there a timeline when these services might be discussed further?

TOOL E

ICF SERVICES SUMMARY TOOL (BILATERAL ICF)



PURPOSE: To assist municipalities in developing the content and structure of their ICFs.

INTERMUNICIPALLY SHARED SERVICES

1

For each service to be provided on a shared or intermunicipal basis:

I. Who is the **lead** municipality?

II. **Describe** how the service is being provided.

III. How is the service **funded**?

IV. What is the timeline for implementation (if newly joint)?

V. What is the transition plan (if newly joint)? Describe the decommissioning strategy for the current service.

2

The ICF must also include:

I. The term of review (must not exceed five years).

II. The binding dispute resolution process.

TOOL F

Dispute
Resolution
Process
Suggestions

TOOL E

ICF SERVICES SUMMARY TOOL (MULTILATERAL ICF)



PURPOSE: To assist municipalities in developing the content and structure of their ICFs.

SERVICES SUMMARY

- 1** **Optional:** Services to be provided solely by the respective municipality for their own residents
Municipality: _____
(list **each additional** municipality):

LIST THE SERVICES TO BE PROVIDED BY INDIVIDUAL MUNICIPALITIES				
Service	Municipality:	Municipality:	Municipality:	...
e.g. Street Sweeping				
e.g. Animal Control				
...				

PLEASE NOTE

Although it is not a requirement to list individual municipal services in an ICF, it is suggested as a best practice that municipalities include them in their initial inventory for background information.



TOOL E

ICF SERVICES SUMMARY TOOL (MULTILATERAL ICF)



PURPOSE: To assist municipalities in developing the content and structure of their ICFs.

2 Services to be provided intermunicipally (complete for **each combination** of municipalities):

LIST THE SERVICES TO BE PROVIDED INTERMUNICIPALLY				
Service	Municipality:	Municipality:	Municipality:	...
e.g. Mutual Aid				
e.g. Recreation				
...				

PLEASE NOTE

Additional sheets may be necessary.

Municipalities may need to create their own version of **Tool E (multilateral ICF)** in order to adequately document services and municipalities unique to their context.

TOOL E

ICF SERVICES SUMMARY TOOL (MULTILATERAL ICF)



PURPOSE: To assist municipalities in developing the content and structure of their ICFs.

INTERMUNICIPALLY SHARED SERVICES

1 For each service to be provided on a shared or intermunicipal basis:

- I. Who is the **lead** municipality?

- II. **Describe** how the service is being provided.

- III. How is the service **funded**?

2 The ICF must also include:

- I. The term of review (must not exceed five years).

- II. The binding dispute resolution process.

TOOL F

Dispute
Resolution
Process
Suggestions



TOOL F

DISPUTE RESOLUTION PROCESS SUGGESTIONS



PURPOSE: To assist municipalities in preparing their dispute resolution process.



DOES YOUR DISPUTE RESOLUTION PROCESS ADDRESS:

- How notice of the dispute will be given and to whom?
- Frequency of when the parties are to meet and the process they will follow to resolve the dispute, including, without limitation, negotiation, facilitation, and mediation?
- How a decision maker will be chosen and what powers, duties and functions the decision maker will have?
- The decision maker's practice and procedures?
- A binding dispute resolution mechanism?
- How any costs incurred as part of the dispute resolution process are to be shared among the parties?
- How records of the dispute resolution process are maintained, and who maintains the records?
- How parties or the public, or both, are identified?
- When parties or the public, or both, may be notified of the dispute?
- If and how parties or the public, or both, will be engaged in the dispute resolution process?
- The overall time it will take to complete the process? (overall timeline to resolve dispute not to exceed 1 year)

PLEASE NOTE

Please note, as outlined in **s708.34 of the MGA**, if the dispute resolution process is not completed within 1 year from the date the notice of the dispute is given, any party may request the Minister to appoint an arbitrator.



TOOL G

IDP REQUIREMENTS CHECKLIST



PURPOSE: To assist municipalities in addressing all requirements in their IDPs.



DOES YOUR IDP ADDRESS:

- The future land use within the area?
- The manner of and the proposals for future development in the area?
- The provisions of transportation systems for the area, either generally or specifically?
- The coordination of intermunicipal programs relating to the physical, social and economic development of the area?
- The environmental matters within the area, either generally or specifically?
- Any other matter related to the physical, social, or economic development of the area that the councils consider necessary?
- A procedure to be used to resolve or attempt to resolve any conflict or dispute between the municipalities that have adopted the plan?
- A procedure to be used to amend or repeal the plan?
- Provisions relating to the administration of the plan?

Confirm that each of these mandatory areas are addressed.

PLEASE NOTE

MGA **s631(9)** indicates that if the required content of an IDP is dealt with and considered in the ICF, it does not need to be included in the IDP.



TOOL H

ICF COMPLETION DISPUTE RESOLUTION OPTIONS



PURPOSE: To assist two or more municipalities to understand and determine the most appropriate dispute resolution option(s) to support completion of their ICF.

DISPUTE RESOLUTION

Municipalities have six broad dispute resolution options during the ICF process:

- I. **Negotiation without third-party assistance**
- II. **Facilitation**
- III. **Mediation**
- IV. **Mediation-Arbitration (Med-Arb)**
- V. **Voluntary Arbitration**
- VI. **Mandatory Arbitration**



What Happens If We Don't Agree?

Answering the questions below will help a municipality determine what dispute resolution process may be best suited to their ICF negotiation process. Use your answers to the questions to help inform your completion of the checklist found later in this tool.

1

A major indicator of the extent to which your negotiation may require external dispute resolution support is the pre-existing relationship between the municipalities involved:

- I. Do the municipalities have a history of tension in regional land use and service delivery discussions?
- II. Do the municipalities have a history of collaboration?
- III. Do the “personalities” involved in negotiations have a history of approaching intermunicipal planning in a collaborative or combative manner?

PLEASE NOTE

It is critical to jointly determine the most appropriate dispute resolution option(s) at the outset of the ICF process as this will ensure the most efficient use of time and resources to address your ICF issues.

TOOL H

ICF COMPLETION DISPUTE RESOLUTION OPTIONS



- 2 The complexity of the services that require dispute resolution will inform the type of support needed:
 - I. Do the municipalities have a history of successfully sharing services?
 - II. Are the services being discussed complex? Do service levels and costs vary widely between municipalities?
- 3 What information is needed to effectively deal with negotiations on the outstanding services that may require dispute resolution:
 - I. How are the municipalities going to get the required information?
 - II. Do the municipalities have in-house resources and subject matter expertise, or will contracted resources or experts be needed?
- 4 If the municipalities are not able to reach agreement on some intermunicipal services by the deadline, how are those services going to be addressed?



TOOL H

ICF COMPLETION DISPUTE RESOLUTION OPTIONS



DISPUTE RESOLUTION OPTIONS CONSIDERATIONS AND CHECKLIST

Instructions

Individually, review the dispute resolution options and check off the considerations or conditions that best reflect your municipality's ICF negotiations. Once both municipalities have reflected on the considerations, come to an agreement on what option(s) would best suit your situation.

I. Negotiation without third-party assistance

This option should be considered when all of the following apply:

- The services to be negotiated are:
 - Simple and straightforward
- The relationship has:
 - High levels of trust
 - History of agreement and collaboration
 - No previous intermunicipal disputes (i.e. land use, annexation, service delivery, etc.)
 - No personality conflicts

II. Negotiation with third-party facilitator support.

This option should be considered when some or all of the following apply:

- The services to be negotiated:
 - Are complex
 - Require a high level of capacity and expertise to analyze and evaluate
- The relationship has:
 - High levels of trust
 - A history of agreement and collaboration
 - No previous intermunicipal disputes (i.e. land use, annexation, service delivery, etc.)
 - No personality conflicts

PLEASE NOTE

Facilitator with mediation experience

- Hiring a facilitator who can also mediate is a good preventative measure to enable reaching consensus and agreement on issues so they do not escalate to a point that municipalities are not able to agree by the deadline of April 1, 2021.
- Having a facilitator who can mediate also allows for a seamless transition to resolving any disagreement that arises and saves on time, and, potentially, cost.

TOOL H

ICF COMPLETION DISPUTE RESOLUTION OPTIONS



DISPUTE RESOLUTION OPTIONS CONSIDERATIONS AND CHECKLIST (CONTINUED)

III. Reach agreement through mediation.

This option should be considered when some or all of the following apply:

- The services to be negotiated:
 - Are complex
 - Require a high level of capacity and expertise to analyze and evaluate
- The relationship has:
 - Medium to low levels of trust
 - A history of conflict relating to the service(s) to be negotiated
 - Previous intermunicipal disputes (i.e. land use, annexation, service delivery, etc.)

PLEASE NOTE

Recommendation: Engaging a mediator early in the process has proven to help prevent the conflict from escalating and increases the likelihood of reaching an agreement.

Intermunicipal mediation in Alberta has been used successfully for 20 years and has an 88% success rate of reaching agreement.

Mediator's Report

At the conclusion of the mediation, the mediator can provide a mediator's report on what issues the parties have reached an agreement on and for what issues disagreement remains. Municipalities should request a mediator's report at the outset of the mediation. The mediator's report will help the parties narrow the specific issues that may require arbitration, which will reduce arbitration time and costs. The mediator's report can also provide guidance to the arbitrator on the principles that were agreed upon in the mediation.

IV. Reach agreement through Med-Arb.

This option should be considered when there are similar conditions as listed above under Mediation, and the municipalities:

- Anticipate that one of the services or an aspect of a service might remain unresolved in mediation and will require an arbitrated decision
- Are comfortable having the same person/people that mediated the ICF process arbitrate the decision
- Want a quick transition to arbitration if needed

PLEASE NOTE

Interest Based/Facilitative or Transformative Mediation are effective options to use as part of the med-arb process. Interest based mediation tends to not require the parties to disclose "evidence", but rather focuses on the motivating factors behind the positions taken by the parties. Therefore, it can be very effective in the med-arb process. Interest based mediation tends to leave disclosure of evidence to the arbitration phase of the med-arb process which is easier to handle from a procedural fairness perspective.

Evaluative Mediation is not recommended for this process if the med-arbitrator is one and the same person. Evaluative mediation allows the mediator to voice their opinions regarding each party's case. Once this has been disclosed by the med-arbitrator, it is typically very difficult for the parties to see the med-arbitrator as a neutral decision maker for the arbitration. Mediators who choose to use evaluative mediation should seriously consider not arbitrating in a med-arb process.



TOOL H

ICF COMPLETION DISPUTE RESOLUTION OPTIONS



DISPUTE RESOLUTION OPTIONS CONSIDERATIONS AND CHECKLIST (CONTINUED)

V. Reach agreement through voluntary arbitration (before the required deadline of April 1, 2021).

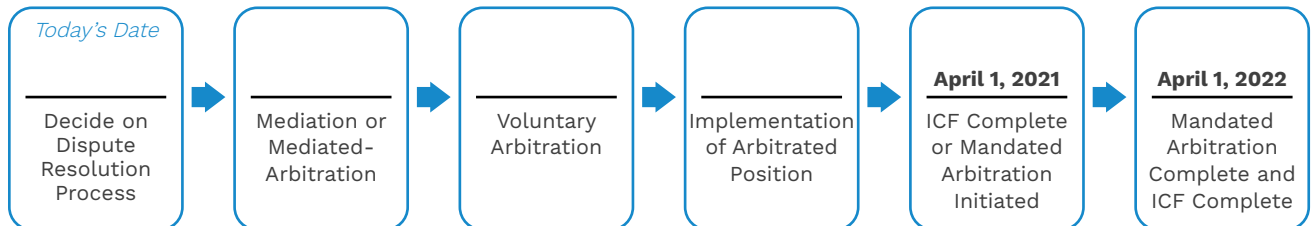
This option should be considered when municipalities:

- Want full control of the arbitration process
- Want to vary the arbitration parameters as prescribed by the MGA
- Want to complete the arbitration before April 1, 2021
- Need a decision in order to implement a service before the legislative deadline of April 1, 2021
- Do not expect to reach agreement on a service or services through mediation

VI. Reach agreement through mandated arbitration required by the MGA after the April 1, 2021 deadline.

If municipalities are unable to approve an ICF by April 1, 2021, then the arbitration process outlined in **s708.34** of the MGA would apply. The arbitrator must be chosen by the municipalities, or if they cannot agree on an arbitrator, the Minister will choose the arbitrator. Arbitration ends if municipalities create an ICF by agreement at any time during the arbitration process.

SAMPLE TIMELINE FOR MUNICIPALITIES TO FILL IN





APPENDIX H

MGA SECTION REFERENCES

MGA SECTION REFERENCES

MUNICIPAL GOVERNMENT ACT (CURRENT AS OF JUNE 10, 2020)

for the full MGA, please visit <http://www.qp.alberta.ca/documents/Acts/m26.pdf>



Part 7 Public Participation

216 Repealed 1994 cM-26.1 s738.

Public participation policy

216.1(1) Every council of a municipality must establish a public participation policy for the municipality.

(2) A council may amend its public participation policy from time to time.

(3) The Minister may make regulations

- (a) respecting the contents of public participation policies;
- (b) respecting the considerations to be taken into account by a council in establishing its public participation policy;
- (c) setting a date by which every municipality must have its first public participation policy in place;
- (d) respecting requirements for a council to review its public participation policy periodically and consider whether any amendments should be made;
- (e) respecting requirements to make publicly available a public participation policy and any amendments made to it.

(4) Nothing in a public participation policy established under this section affects any right or obligation that a municipal authority or any person has under any other provision of this Act.

(5) No resolution or bylaw of a council may be challenged on the ground that it was made without complying with a public participation policy established by a resolution of the council.

2015 c8 s24

Division 4 Statutory Plans

Intermunicipal Development Plans

Intermunicipal development plan

631(1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries and that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

(2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one, but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).

(3) The Minister may, by order, exempt one or more councils from the requirement to adopt an intermunicipal development plan, and the order may contain any terms and conditions that the Minister considers necessary.

(4) Municipalities that are required under subsection (1) to adopt an intermunicipal development plan must have an intermunicipal development plan providing for all of the matters referred to in subsection (8) in place by April 1, 2020.

(5) If 2 or more councils that are required to adopt an intermunicipal development plan under subsection (1) do not have an intermunicipal development plan in place by April 1, 2020 because they have been unable to agree on a plan, they must immediately notify the Minister and the Minister must, by order, refer the matter to the Municipal Government Board for its recommendations in accordance with Part 12.

(6) Where the Minister refers a matter to the Municipal Government Board under this section, Part 12 applies as if the matter had been referred to the Board under section 514(2).

(7) Two or more councils of municipalities that are not otherwise required to adopt an intermunicipal development plan under subsection (1) may, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

(8) An intermunicipal development plan

(a) must address

- (i) the future land use within the area,
- (ii) the manner of and the proposals for future development in the area,
- (iii) the provision of transportation systems for the area, either generally or specifically,
- (iv) the co-ordination of intermunicipal programs relating to the physical, social and economic development of the area,
- (v) environmental matters within the area, either generally or specifically, and
- (vi) any other matter related to the physical, social or economic development of the area that the councils consider necessary, and

(b) must include

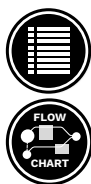
- (i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,
- (ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and
- (iii) provisions relating to the administration of the plan.

(9) Despite subsection (8), to the extent that a matter is dealt with in a framework under Part 17.2, the matter does not need to be included in an intermunicipal development plan.

(10) In creating an intermunicipal development plan, municipalities must negotiate in good faith.

RSA 2000 cM-26 s631;2016 c24 s97;2019 c22 s10(20)

continued on next page



MGA SECTION REFERENCES

MUNICIPAL GOVERNMENT ACT (CURRENT AS OF JUNE 10, 2020)

for the full MGA, please visit <http://www.qp.alberta.ca/documents/Acts/m26.pdf>

Division 4 - Intermunicipal Development Plans, continued

Order for intermunicipal development plan

631.1(1) The Minister may make regulations

- (a) repealed 2019 c22 s10(21);
- (b) respecting the matters to be included in an intermunicipal development plan;
- (c) repealed 2019 c22 s10(21).

(1.1) After considering the recommendations of the Municipal Government Board respecting a matter referred to the Board under section 631(5), the Minister may, by order, require 2 or more municipal authorities to establish an intermunicipal development plan in accordance with the order by a date specified in the order.

(1.2) If the municipal authorities to whom an order under subsection (1.1) applies do not comply with the order, the Minister may make a further order establishing an intermunicipal development plan that is binding on the municipal authorities.

(2) Repealed 2019 c22 s10(21).

2009 cA-26.8 s83;2019 c22 s10(21)

Municipal Development Plans

Municipal development plan

632(1) Every council of a municipality must by bylaw adopt a municipal development plan.

(2) Repealed 2016 c24 s98.

(2.1) Within 3 years after the coming into force of this subsection, a council of a municipality that does not have a municipal development plan must by bylaw adopt a municipal development plan.

(3) A municipal development plan

- (a) must address
 - (i) the future land use within the municipality,
 - (ii) the manner of and the proposals for future development in the municipality,
 - (iii) the co-ordination of land use, future growth patterns and other infrastructure with adjacent municipalities if there is no intermunicipal development plan with respect to those matters in those municipalities,
 - (iv) the provision of the required transportation systems either generally or specifically within the municipality and in relation to adjacent municipalities, and
 - (v) the provision of municipal services and facilities either generally or specifically,
- (b) may address
 - (i) proposals for the financing and programming of municipal infrastructure,
 - (ii) the co-ordination of municipal programs relating to the physical, social and economic development of the municipality,
 - (iii) environmental matters within the municipality,
 - (iv) the financial resources of the municipality,
 - (v) the economic development of the municipality, and
 - (vi) any other matter relating to the physical, social or economic development of the municipality,

- (c) may contain statements regarding the municipality's development constraints, including the results of any development studies and impact analysis, and goals, objectives, targets, planning policies and corporate strategies,
- (d) must contain policies compatible with the subdivision and development regulations to provide guidance on the type and location of land uses adjacent to sour gas facilities,
- (e) must contain policies respecting the provision of municipal, school or municipal and school reserves, including but not limited to the need for, amount of and allocation of those reserves and the identification of school requirements in consultation with affected school boards,
- (f) must contain policies respecting the protection of agricultural operations, and
- (g) may contain policies respecting the provision of conservation reserve in accordance with section 664.2(1)(a) to (d).

(4) A municipal development plan must be consistent with any intermunicipal development plan in respect of land that is identified in both the municipal development plan and the intermunicipal development plan.

RSA 2000 cM-26 s632;RSA 2000 c21(Supp) s4;2008 c37 s11;

2015 c8 s62;2016 c24 s98;2017 c13 s2(16)

MGA SECTION REFERENCES

MUNICIPAL GOVERNMENT ACT (CURRENT AS OF JUNE 10, 2020)

for the full MGA, please visit <http://www.qp.alberta.ca/documents/Acts/m26.pdf>



General Provisions

Statutory plan preparation

636(1) While preparing a statutory plan a municipality must

- (a) provide a means for any person who may be affected by it to make suggestions and representations,
- (b) notify the public of the plan preparation process and of the means to make suggestions and representations referred to in clause (a),
- (c) notify the school boards with jurisdiction in the area to which the plan preparation applies and provide opportunities to those authorities to make suggestions and representations,
- (d) in the case of a municipal development plan, notify adjacent municipalities of the plan preparation and provide opportunities to those municipalities to make suggestions and representations,
- (e) in the case of an area structure plan, where the land that is the subject of the plan is adjacent to another municipality, notify that municipality of the plan preparation and provide opportunities to that municipality to make suggestions and representations,
- (f) in the case of an area structure plan, where the land that is the subject of the plan is within 1.6 kilometres of a provincial highway, notify the Minister responsible for the Highways Development and Protection Act of the plan preparation and provide opportunities for the Minister to make suggestions and representations,
- (g) in the case of a municipal development plan, notify
 - (i) the Indian band of any adjacent Indian reserve, or
 - (ii) any adjacent Metis settlementof the plan preparation and provide opportunities to that Indian band or Metis settlement to make suggestions and representations, and
- (h) in the case of an area structure plan, where the land that is the subject of the plan is adjacent to an Indian reserve or Metis settlement, notify the Indian band or Metis settlement of the plan preparation and provide opportunities for that Indian band or Metis settlement to make suggestions and representations.

(2) Subsection (1) does not apply to amendments to statutory plans.

RSA 2000 cM-26 s636;2008 c37 s11;2017 c13 s1(57)

Division 12 Bylaws, Regulations

Planning bylaws

692(1) Before giving second reading to

- (a) a proposed bylaw to adopt an intermunicipal development plan,
- (b) a proposed bylaw to adopt a municipal development plan,
- (c) a proposed bylaw to adopt an area structure plan,
- (d) a proposed bylaw to adopt an area redevelopment plan,
- (e) a proposed land use bylaw, or
- (f) a proposed bylaw amending a statutory plan or land use bylaw referred to in clauses (a) to (e),

a council must hold a public hearing with respect to the proposed bylaw in accordance with section 230 after giving notice of it in accordance with section 606.

Part 17.2 Intermunicipal Collaboration

Purpose

708.27 The purpose of this Part is to provide for intermunicipal collaboration frameworks among 2 or more municipalities

- (a) to provide for the integrated and strategic planning, delivery and funding of intermunicipal services,
- (b) to steward scarce resources efficiently in providing local services, and
- (c) to ensure municipalities contribute funding to services that benefit their residents.

2016 c24 s134;2019 c22 s10(28)

Division 1 Intermunicipal Collaboration Framework

Requirements for framework

708.28(1) Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.

(2) Municipalities that are members of the same growth management board may create a framework with other members of the same growth management board in respect of matters that are not addressed in the growth plan or the servicing plan.

(3) Municipalities that do not have common boundaries may be parties to a framework.

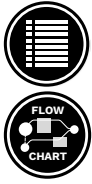
(4) A municipality may be a party to more than one framework.

(5) Despite subsection (1), the Minister may by order exempt, on any terms and conditions the Minister considers necessary, one or more municipalities from the requirement to create a framework.

(6) For greater certainty, a municipality that is a member of a growth management board must create a framework with a municipality that is not a member of the same growth management board if they have common boundaries.

2016 c24 s134;2018 c11 s13;2019 c22 s10(29)

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MGA SECTION REFERENCES

MUNICIPAL GOVERNMENT ACT (CURRENT AS OF JUNE 10, 2020)

for the full MGA, please visit <http://www.qp.alberta.ca/documents/Acts/m26.pdf>

Division 1 - Intermunicipal Collaboration Framework, continued

Division 2 Arbitration

Contents of framework

708.29(1) A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.

(2) In developing the content of the framework required by subsection (1), the municipalities must identify which municipality is responsible for providing which services and outline how the services will be delivered and funded.

(3) Nothing in this Part prevents a framework from enabling an intermunicipal service to be provided in only part of a municipality.

(3.1) Every framework must contain provisions establishing a process for resolving disputes that occur while the framework is in effect, other than during a review under section 708.32, with respect to

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

(4) No framework may contain a provision that conflicts or is inconsistent with a growth plan established under Part 17.1 or with an ALSA regional plan.

(5) The existence of a framework relating to a service constitutes agreement among the municipalities that are parties to the framework for the purposes of section 54.

2016 c24 s134;2019 c22 s10(30)

Court order to comply

708.291 If a municipality that is a party to an intermunicipal collaboration framework fails to participate in the dispute resolution process set out in the framework or fails to comply with an agreement reached by the parties as a result of that process, any other party to the framework may apply to the Court of Queen's Bench for an order directing the municipality to comply with the process or agreement.

2019 c22 s10(31)

708.3 Repealed 2019 c22 s10(32)

Conflict or inconsistency

708.31 If there is a conflict or inconsistency between a framework and an existing agreement between 2 or more municipalities that are parties to that framework, the framework must address the conflict or inconsistency and, if necessary, alter or rescind the agreement.

2016 c24 s134

Term and review

708.32(1) The municipalities that are parties to a framework must review the framework at least every 5 years after the framework is created, or within a shorter period of time as provided for in the framework.

(1.1) Unless a framework provides otherwise, it may be reviewed at any time by agreement of all the municipalities that are parties to it.

(2) Where, during a review, the municipalities do not agree that the framework continues to serve the interests of the municipalities, the municipalities must create a replacement framework in accordance with this Part.

(3) Subsection (2) applies only to municipalities that are required under section 708.28(1) to create a framework.

2016 c24 s134;2019 c22 s10(33)

Participation by Indian bands and Metis settlements

708.321 Municipalities that are parties to a framework may invite an Indian band or Metis settlement to participate in the delivery and funding of services to be provided under the framework.

2016 c24 s134;2017 c13 s2(22)

Method of creating framework

708.33(1) In order to create a framework, the municipalities that are to be parties to the framework must each adopt a bylaw or resolution that contains the framework.

(2) Repealed 2019 c22 s10(35).

(3) In creating or reviewing a framework, the municipalities must negotiate in good faith.

(4) Once the municipalities have created a framework, the municipalities must notify the Minister of the framework within 90 days of its creation.

2016 c24 s134;2019 c22 s10(35)

Application

708.34 This Division applies to municipalities that are required under section 708.28(1) to create a framework where

- (a) the municipalities are not able to create the framework within the time required under section 708.28,
- (b) when reviewing a framework under section 708.32, the municipalities do not agree that the framework continues to serve the interests of the municipalities and one of the municipalities provides written notice to the other municipalities and the Minister stating that the municipalities are not able to agree on the creation of a replacement framework, or
- (c) the municipalities
 - (i) have an intermunicipal framework,
 - (ii) have attempted to resolve a dispute referred to in section 708.29(3.1) using the dispute resolution process under the framework, and
 - (iii) have been unsuccessful in resolving the dispute within one year after starting the dispute resolution process.

2016 c24 s134;2019 c22 s10(37)

Arbitration

708.35(1) Where section 708.34(a), (b) or (c) applies, the municipalities must refer the matter to an arbitrator.

(2) The arbitrator must be chosen by the municipalities or, if they cannot agree, by the Minister.

(3) Any mediator who has assisted the municipalities in attempting to create a framework is eligible to be an arbitrator under this Division.

(4) In a case referred to in section 708.34(a) or (b), the arbitration process ends where the municipalities create a framework by agreement or the Minister terminates the arbitration and makes an order under section 708.412.

(5) In a case referred to in section 708.34(c), the arbitration process ends where the municipalities resolve their dispute by agreement, the arbitrator makes an award under section 708.36 or the Minister terminates the arbitration and makes an order under section 708.412.

MGA SECTION REFERENCES

MUNICIPAL GOVERNMENT ACT (CURRENT AS OF JUNE 10, 2020)

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Division 2 - Arbitration, continued

(6) The Arbitration Act applies to an arbitration under this Division except to the extent of any conflict or inconsistency with this Division, in which case this Division prevails.

(7) No municipality may, by means of an intermunicipal collaboration framework or any other means, vary or exclude any provision of the Arbitration Act and, for greater certainty, section 3 of the Arbitration Act does not apply in respect of an arbitration under this Division.

(8) An arbitrator chosen by the Minister is not subject to challenge or removal under the Arbitration Act by the parties or any court, but any party may request the Minister to remove and replace the arbitrator and the Minister may do so if the Minister considers it appropriate after considering the reasons for the request and any response by the other parties and the arbitrator.

(9) Section 42(2)(b) of the Arbitration Act does not apply in respect of an arbitration under this Division but the Minister may, at the Minister's discretion or at the request of any party or the arbitrator, terminate the arbitration and make an order under section 708.412.

(10) For greater certainty, nothing in this Division applies to an arbitration that occurs under the dispute resolution terms of a framework before the expiry of the year referred to in section 708.34(c)(iii).

2016 c24 s134;2019 c22 s10(38)

Role of arbitrator

708.36(1) Where a dispute is referred to an arbitrator under section 708.35, the arbitrator must make an award that resolves the issues in dispute among the municipalities

- (a) in the case of a framework that is required under section 708.28(1) to be created by April 1, 2020, within one year after that date, or
- (b) in the case of a replacement framework, within one year from the date the arbitrator is chosen.

(2) Despite subsection (1), an arbitrator may, as part of the arbitration process,

- (a) attempt mediation with the municipalities in an effort to resolve the issues in dispute, and
- (b) if the mediation is successful, require the municipalities to complete the framework to reflect their resolution of the dispute within a specified time.

(3) An arbitrator's award may include provisions respecting the responsibility for parties to pay or to share in paying costs, fees and disbursements incurred in the arbitration process.

(4) An arbitrator may require a municipality to provide or to make available for the arbitrator's examination and inspection any books, records or other materials of the municipality, but nothing in this subsection requires the arbitrator to examine or inspect any books, records or other materials before making an award.

(5) Unless the arbitrator rules otherwise, hearings in the arbitration are open to the public.

(6) An arbitrator may solicit written submissions from the public and, if the arbitrator does so, the arbitrator must take into account any written submissions received.

(7) An arbitrator must not make an award

- (a) that has the effect of granting, varying or otherwise affecting any licence, permit or approval that is subject to this Act or any other enactment,
- (b) on any matter that is subject to the exclusive jurisdiction of the Municipal Government Board,
- (c) that is contrary to the Alberta Land Stewardship Act or an ALSA regional plan,
- (d) that is contrary to an intermunicipal development plan under Part 17 or a growth plan or servicing plan,
- (e) that directs a municipality to raise revenue by imposing a specific tax rate, off-site levy or other rate, fee or charge, or
- (f) that directs a municipality to transfer revenue to another municipality, unless
 - (i) the revenue transfer is directly related to services provided by a municipality that the revenue-transferring municipality derives benefit from, and
 - (ii) the arbitrator considers it equitable to do so.

2016 c24 s134;2019 c22 s10(39)

708.37 Repealed 2019 c22 s10(40).

Matters to be considered by arbitrator

708.38(1) In resolving a dispute, an arbitrator may have regard to

- (a) the services and infrastructure provided for in other frameworks to which the municipalities are also parties,
- (b) consistency of services provided to residents in the municipalities,
- (c) equitable sharing of costs among municipalities,
- (d) environmental concerns within the municipalities,
- (e) the public interest, and
- (f) any other matters that the arbitrator considers relevant.

(2) Repealed 2019 c22 s10(41).

2016 c24 s134;2019 c22 s10(41)

708.39 Repealed 2019 c22 s10(42).

Municipalities must adopt framework and amend bylaws

708.4(1) Where an arbitrator makes an award respecting a framework, the municipalities are bound by the award and must, within 60 days after the date of the award, adopt a framework in accordance with the award.

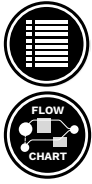
(1.1) A municipality must amend its bylaws, other than its land use bylaw, as necessary to reflect the framework within 2 years after adopting the framework.

(1.2) If there is a conflict or inconsistency between a bylaw and the framework, the framework prevails to the extent of the conflict or inconsistency.

(2) A municipality must not amend, repeal or revise its land use bylaw in a manner that is inconsistent with an intermunicipal development plan under section 631 to which the municipality is a party.

(3) A municipality must not amend, repeal or revise its bylaws to be inconsistent with a framework to which it is a party or an award of an arbitrator applicable to it.

2016 c24 s134;2019 c22 s10(43)



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Division 2 - Arbitration, continued

Costs of arbitrator

708.41(1) Subject to an award of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Part must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection (2).

(2) Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities as set out in the most recent equalized assessment.

2016 c24 s134;2017 c13 s2(22);2019 c22 s10(44)

Remuneration of experts

708.411 Where an arbitrator appoints an expert, the expert must be paid on a proportional basis by the municipalities that are or will be parties to the framework, with each municipality's proportion of the costs to be determined in the same manner as is required under section 708.41(2) for an arbitrator.

2019 c22 s10(45)

Minister may make orders

708.412(1) Despite this Division or any arbitration occurring under this Division, the Minister may at any time make any order the Minister considers appropriate to further the development of a framework among 2 or more municipalities to carry out the purpose of this Part, including, without limitation, an order establishing a framework that is binding on the municipalities.

(2) If there is a conflict or inconsistency between an order made by the Minister under this section and an action taken by a municipality or a growth management board, the Minister's order prevails to the extent of the conflict or inconsistency.

2019 c22 s10(45)

708.42 Repealed 2019 c22 s10(46)

Measures to ensure compliance with award

708.43(1) If a municipality fails to comply with section 708.4(1), any other municipality that is or will be a party to the framework may apply to the Court of Queen's Bench for an order requiring that municipality to comply with section 708.4(1).

(2) If the Minister considers that a municipality has not complied with a framework, the Minister may take any necessary measures to ensure that the municipality complies with the framework.

(3) In subsection (2), all necessary measures includes, without limitation, an order by the Minister

- (a) suspending the authority of a council to make bylaws in respect of any matter specified in the order;
- (b) exercising bylaw-making authority in respect of all or any of the matters for which bylaw-making authority is suspended under clause (a);
- (c) removing a suspension of bylaw-making authority, with or without conditions;
- (d) withholding money otherwise payable by the Government to the municipality pending compliance with an order of the Minister;
- (e) repealing, amending and making policies and procedures with respect to the municipality;
- (f) suspending the authority of a development authority or subdivision authority and providing for a person to act in its place pending compliance with conditions specified in the order;
- (g) requiring or prohibiting any other action as necessary to ensure that the municipality complies with the framework.

2016 c24 s134;2019 c22 s10(47)

708.44 to 708.46 Repealed 2019 c22 s10(48).





INTERMUNICIPAL
Collaboration Framework
WORKBOOK

Supporting municipalities
with the implementation
of intermunicipal
collaboration frameworks