



INTERMUNICIPAL  
**Collaboration Framework**  
**WORKBOOK**



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Collaboration Framework  
**WORKBOOK**



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# ACRONYMS

## USED WITHIN THIS WORKBOOK

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



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.

## THIRD PARTY PROVIDER

An institution, company, or agency that supplies/ provides goods and/or services to a municipality. For example, the RCMP may be a third party service provider for a municipality who does not possess their own police force.

## 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**

## ACKNOWLEDGEMENTS

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

## 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



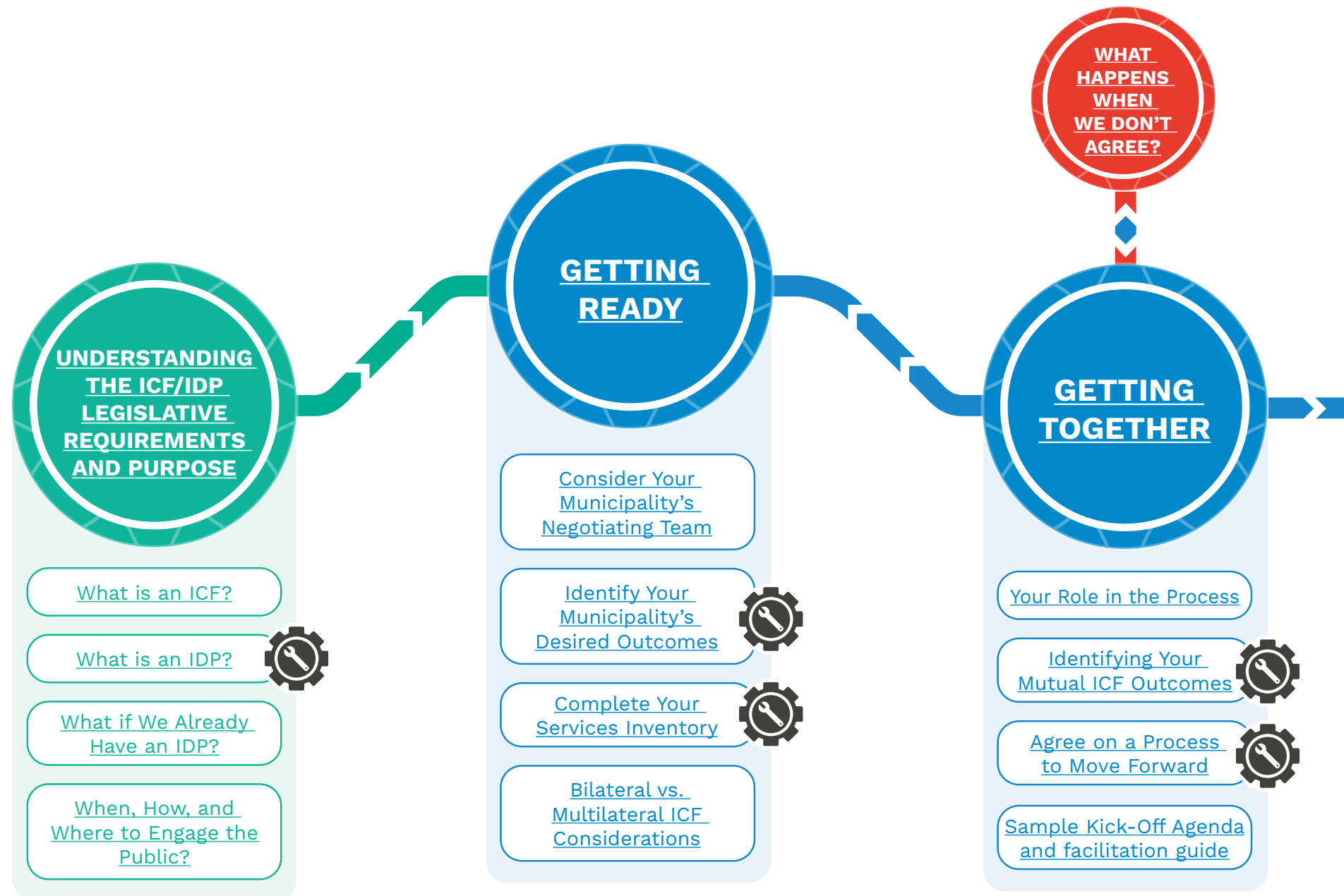
← ICF Flow Chart

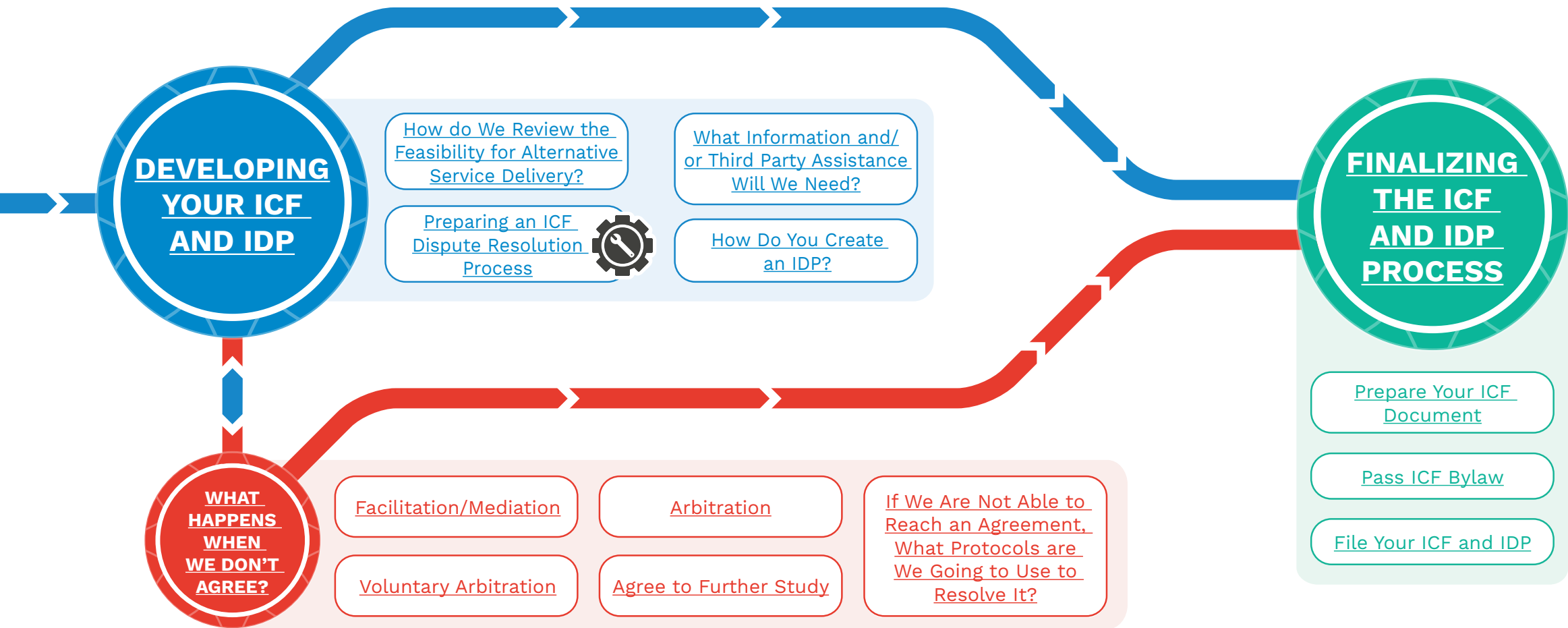
## THE BUTTONS

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.







# 1.0 GETTING STARTED

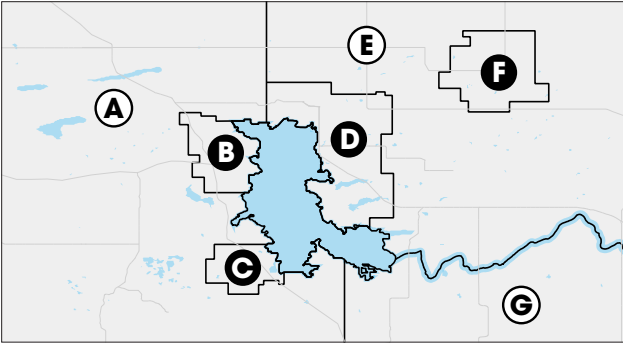
## Understanding the ICF/IDP Legislative Requirements and Purpose

When Bill 21, the *Modernized Municipal Government Act*, and the 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.



**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 adopt Intermunicipal Collaboration Framework (ICF) bylaws. ICFs must also be used by municipalities within GMBs to address the service areas required as part of an ICF that are not covered by the GMB's *Growth Management Plan* and *Metropolitan Servicing Plan*.

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.

## 1.1 WHAT IS AN ICF?

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



**s708.27** of the MGA states that two or more municipalities **are required** to develop an ICF in order:

- (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.** 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)**.



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 require an ICF only for those services not addressed within their adopted Regional Growth Management Plan or Metropolitan Region Servicing Plan. For example, if an adopted Regional Growth Management Plan or Metropolitan Servicing Plan addresses transportation, water/waste water, and solid waste, then an ICF is required with those municipalities you share a common boundary with for Recreation and Emergency Services only.

**An ICF is also a summary of intermunicipal servicing agreements.**

Five specific service areas must be covered, plus any other deemed of benefit to the municipalities



involved. 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 adopted. 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.



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

- 1 provided by each municipality
- 2 shared between municipalities on an intermunicipal basis
- 3 provided by third parties

The ICF **must address** services relating to



transportation



water and wastewater



solid waste



emergency services



recreation



- Any other services that benefit residents in more than one of the municipalities party to the ICF **must also** be included per MGA **s708.29(2)(f)**.



## SUPPORT

The ICF must summarize how these five types of services will be delivered. This does not mean that municipalities must provide joint services or share services in these five areas: rather, municipalities must agree on how to best provide those services. This may mean that services are provided individually or on an intermunicipal level.

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.

Municipalities must identify whether these services are best provided by a single municipality, multiple municipalities, or by a third party.

If a service is evaluated and determined through the collaborative process with your neighbour(s) that it is best provided on an intermunicipal basis, the ICF must outline:

- How each intermunicipal service will be delivered** and by whom,

- How it will be funded,**
- 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), and
- Binding dispute resolution process** which is required for an ICF once the ICF has been adopted 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).

If the service is new, the municipalities must determine:

- When it will be implemented** (if it is a new joint service),
- A transition plan** (if it is a new joint service) that includes decommissioning of current service provision to intermunicipal delivery.



**PLAN +  
DELIVER  
+ FUND**



Many other 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 other areas, such as:

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

Each participating municipality must adopt their own ICF bylaw with matching content.

ICFs must be completed and adopted **by April 1, 2020** and submitted to Alberta Municipal Affairs (AMA) **within 90 days s780.3 (1)** of their adoption. As per the MGA, an ICF is not complete unless accompanied by an IDP. **s708.33 (4)**



ICFS

MUST BE COMPLETED AND ADOPTED BY  
**APRIL 1, 2020**

Instruction on how to submit your ICF can be found on the Municipal Affairs Website:



 **Municipal Affairs**

For assistance on how to submit your ICF, please email:  
**ICFSubmissions@gov.ab.ca**




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 a mandatory component of an ICF.



**SUPPORT**

Support and strategies to assist municipalities with the preparation or review of IDPs are provided here

**IDP section**



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 need to 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 **s708.30(3)** 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(2)** of the MGA.

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

As a mandatory component of the ICF process, unless you are a member of a GMB, the MGA requires all municipalities that share a boundary to prepare an IDP and pass matching bylaws adopting the IDP. 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,
- provisions relating to the administration of the plan.

An ICF is not considered complete unless it includes reference to the matching adopting bylaws for the IDP. The IDP document must be included in the package provided to AMA.



**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(2)(a)**.

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 **s708.30(3)** 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 (2)(b)** 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 regional library 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 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** of the MGA) therefore, municipalities will need to ensure they follow their own public engagement policies. 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. As an intermunicipal development plan is a statutory document; public engagement **is required for the development of the IDP**. (**s636** of the MGA).

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. 20** and beginning of **p. 21** of this workbook.







## 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 capability's ICF Strategy.

## 2.1 IDENTIFYING YOUR MUNICIPALITY'S DESIRED ICF OUTCOMES



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:

- Which municipalities should you have ICF discussions with?
- 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, 2020 deadline, how might you handle it?



### Tool A – Municipal ICF Outcome Tool



**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. At a minimum, the inventory must include the following services:



Transportation



Emergency Services



Water/Waste Water



Solid Waste



Recreation



Other services that benefit residents in more than one municipality

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

The inventory can also include any other services delivery that your municipality may like to explore as part of the ICF process. Additionally, services in your inventory may be broken down to whichever level deemed most valuable to facilitate your review.

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.



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.

### 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.

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 bylaw needs to be amended, all participating municipal councils would need to agree to the amendment and would need to amend their ICF bylaws to reflect the change).</p> <p>A change to the parties involved would require all parties to agree and update their bylaws regardless of whether or not they are impacted.</p> <p>ICF negotiations and discussions may be longer in duration than a bilateral process.</p>

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.





## SOMETHING TO 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 bylaws. This would decrease the administrative complexity but may dilute the potential value of a multilateral bylaw 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 adopting 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 amendments or preparation, 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, 2020 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.

### 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.



### Intermunicipal ICF Outcome Tool E

## 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 ICF Outcome Tool C**) will form the basis of your collective ICF/IDP process.



Here are a few additional items worth considering:

- Consideration should be given early on in the process if hiring a facilitator would be beneficial to the overall process as it does allow for a neutral facilitation and chairing of the meetings.
- Both parties should agree at the onset how 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 briefing and presentation material to allow for informed negotiation.
- Agenda topics ought to be logically sequenced to result in working agreements-in-principle as the meetings progress.



### SOMETHING TO 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.

#### **How to Choose an ADR Specialist**

**Mediator Roster** (Alberta Municipal Affairs)



### 3.4 WHAT HAPPENS IF YOU NEED MORE TIME?

An ICF is a list of your municipality’s services and a summary of intermunicipal services, how they are delivered, and which services you intend to deliver collaboratively, when and how. 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, 2020 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 two-year timeline to complete the work; an adopted ICF bylaw 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 two-year timeline. In such an instance, 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 an inventory and evaluating five service areas and any other services that may benefit from intermunicipal collaboration. MGA **s708.29** describes the content of an ICF. At a minimum, the ICF **must inventory** all the services: provided by each municipality, shared between municipalities on an intermunicipal basis or provided by third parties.

Click **here** for a more detailed description on the difference between municipal, intermunicipal, and third party delivered services. It is up to municipalities to determine the level of detail they wish to enter into in listing the services.

The ICF must detail the followings service areas:

-  transportation
-  water and wastewater
-  solid waste
-  emergency services
-  recreation
-  Other services that benefit residents in more than one municipality

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



### 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. Any disagreements regarding matters outlined in the ICF once the ICF has been adopted by each of the participating municipalities shall be addressed and resolved utilizing an agreed upon binding dispute resolution process specified within the ICF document.

Participant municipalities can develop their own binding dispute resolution process or they can indicate that they will default to the model binding resolution process outlined in the regulations **Intermunicipal Collaboration Framework Regulation - Schedule - Model Default Dispute Resolution Provisions**. A summary of this resolution process is included in the appendices.

**Sample Suggested Dispute Resolution Procedure and Model Binding Dispute Resolution Mechanism** as outlined in the regulations.



## 4.3 IF WE DON'T HAVE ONE HOW DO YOU CREATE AN IDP?

As noted in **Section 1.2**, IDPs are a mandatory component of an ICF.

If you don't have an IDP with your municipal partners, you need to create one. IDPs and ICFs require dialogue between them as they are being created and discussed. They need to 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. **s708.30(3)** 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.

- **Qualitative** improvements will focus on the impact on service outcomes. Some examples of quality improvements might be:
  - Hospital wait times have been reduced by **xx** min since the emergency services agreement was put into place.
  - 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. Some examples of efficiency improvements might be:
  - The local waste water plant can process **xx** m<sup>2</sup> 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.

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.

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.




AAMDC Asset Management tool:

**Asset Management for Municipalities in Alberta** (from the Alberta Association of Municipal Districts and Counties)

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 lifecycle 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.

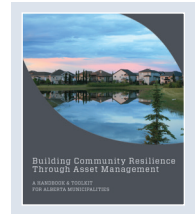


AUMA Program for Asset Management:  
<https://auma.ca/advocacy-services/programs-initiatives/asset-management>



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.**



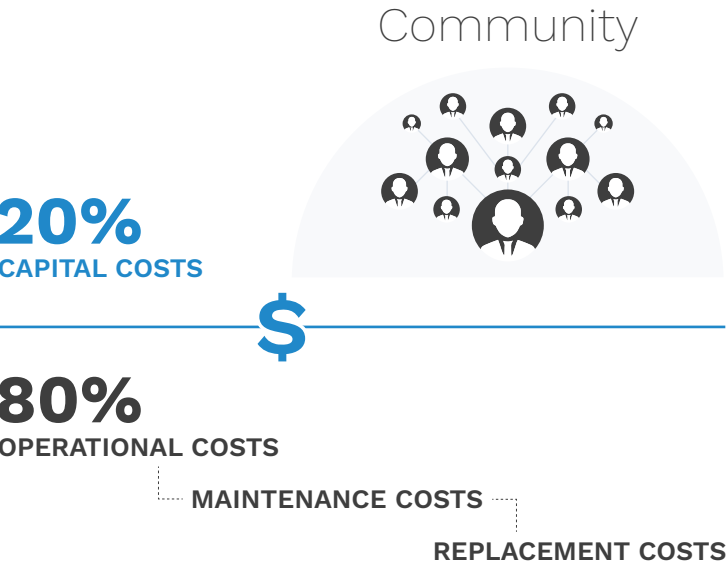
Impacts of Growth on Service Delivery

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 future decision making on any given service arrangement. Due to the deadline for ICF submission of April 1, 2020, 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 adoption 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, 2020

**Voluntary mediation and arbitration** can help move the negotiations forward. Mediation or arbitration can and should 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, 2020. 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 pass matching bylaws by the April 1, 2020 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 complete the ICF and/or IDP or if they can't agree on a arbitrator one will be assigned to the municipalities by the Minister.



**Intermunicipal Collaboration Frameworks Arbitration Fact sheet**

Facilitation and Mediation Support

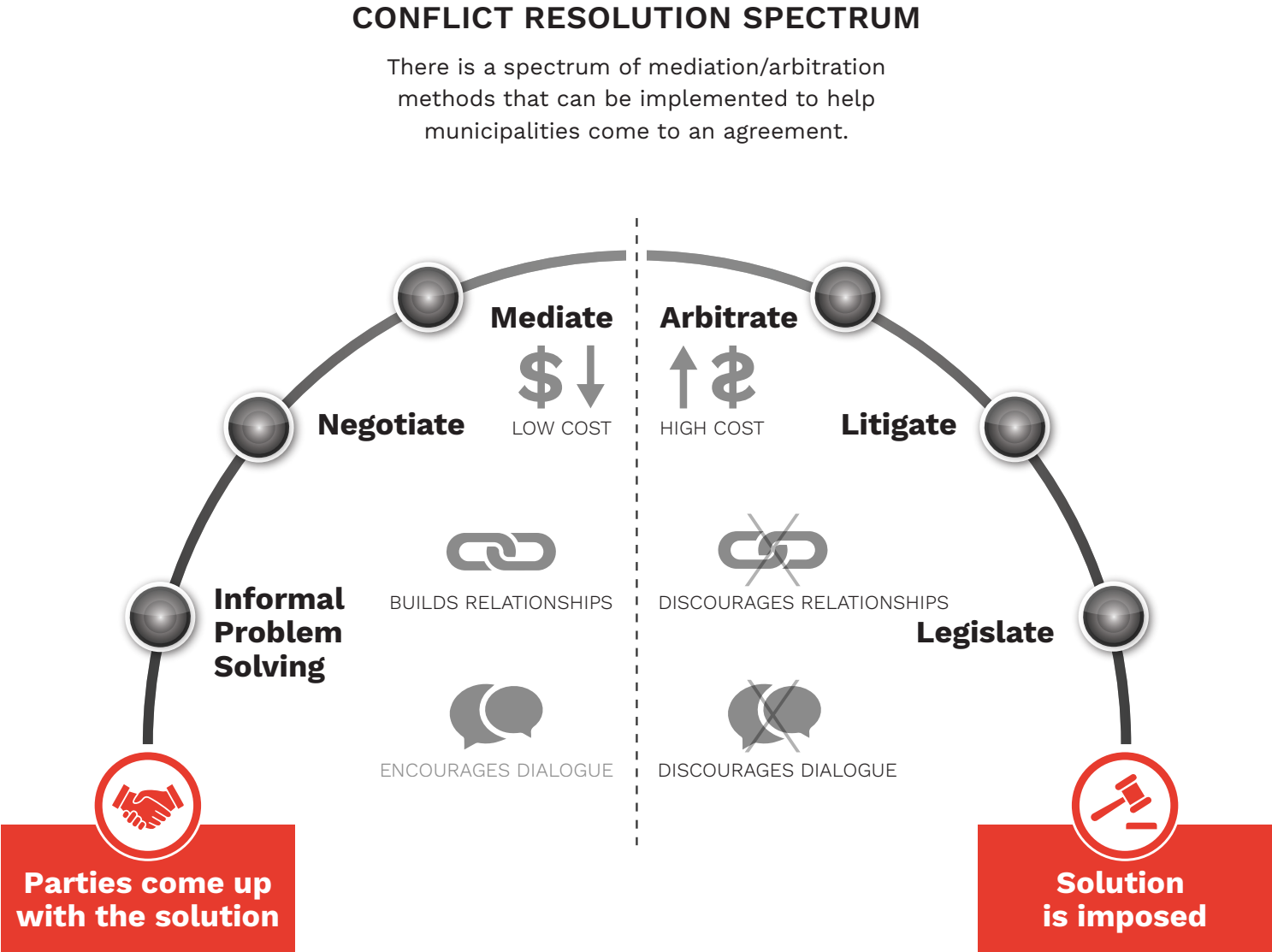
Outside assistance is often beneficial when undertaking intermunicipal work like an ICF. AMA offers a wide range of support to municipalities through the Intermunicipal Relations Team (IR), Municipal Dispute Resolution Services (MDRS) program.

<http://www.municipalaffairs.alberta.ca/MDRS>

And through the Intermunicipal Collaboration and Mediation & Cooperative Processes components of the Alberta Community Partnership Grant <http://municipalaffairs.alberta.ca/alberta-community-partnership>

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

\* WEBSITE CURRENTLY UNDER CONSTRUCTION.





## 5.1 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.

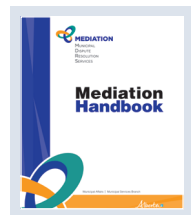
AMA maintains a roster of private sector mediators that can be found here:



<http://municipalaffairs.alberta.ca/1495.cfm>



[http://municipalaffairs.alberta.ca/documents/MDRS/Mediation\\_Handbook\\_FINAL.pdf](http://municipalaffairs.alberta.ca/documents/MDRS/Mediation_Handbook_FINAL.pdf)



AMA will also have a list of arbitrators available in September, 2018 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 may want to proceed with other dispute resolution mechanisms.

If no mediated agreement can be reached or if a mediated agreement is not approved by all municipal councils, consider voluntary non-binding arbitration.

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





# 5.2 VOLUNTARY NON-BINDING ARBITRATION

Voluntary Arbitration is also known as Expert Opinion, Neutral Evaluation, Fact Finding, Judicial Settlement, or Judicial Dispute Resolution. Parties have an expert/trusted person provide an opinion on the area of dispute that guides the parties to either resolve or proceed to binding arbitration. The decision or opinion rendered is non-binding on the parties. This “fact finding” process is also outlined in the AMA’s Mediation Handbook.

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 #5

[http://municipalaffairs.alberta.ca/documents/MDRS/Mediation\\_Handbook\\_FINAL.pdf](http://municipalaffairs.alberta.ca/documents/MDRS/Mediation_Handbook_FINAL.pdf)

# 5.3 BINDING ARBITRATION

- Dispute resolution spectrum with explanations of all options, legislations, and regulation
- Arbitrator is selected jointly by all participating municipalities or by the Minister

- Arbitrated decision, binding on the parties
- Agree to current state and process for exploring outstanding services and land use

If municipalities preparing an ICF or an IDP cannot agree and are therefore unable to adopt the ICF or accompanying IDP by April 1, 2020 and have tried other options like mediation and non-binding arbitration outlined in **section 5.2** or simply cannot agree, then the arbitration process outlined in **s708.34** of the MGA and **Part 1** of the *Intermunicipal Collaboration Framework Regulation* would apply.

This MGA mandated Arbitration process applies to municipalities who are unable to create the ICF and/ or IDP by April 1, 2020. The jurisdiction of the arbitrator includes both the ICF and IDP creation processes. 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

For more information on binding arbitration, see Case Study #6: The City of Warm Lake and Small Horn County were unable to agree on a new recreation service agreement as well as an existing waste management agreement prior to the April 1, 2020 deadline. They were also unable to agree on an arbitrator who was therefore appointed by the Minister of Municipal Affairs. The arbitrator ruled in favour of Small Horn regarding the recreation service agreement and in favour of the City regarding the existing waste mangement agreement to neither parties’ satisfaction.

Case Study #6



## The arbitrator’s role:

The arbitrator must, by order, create an ICF for the municipalities by April 1, 2021. 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 be independent and impartial, and not act as an advocate for any party. **Intermunicipal Collaboration Framework Regulation s.8**
- The arbitrator may conduct the arbitration in any manner that the arbitrator considers appropriate to facilitate the just and timely resolution of the disputed issues. **Intermunicipal Collaboration Framework Regulation s.11**
- The arbitrator may, as part of the arbitration process, attempt mediation with the municipalities. MGA **s708.36(2)**
- The arbitrator must consider the services and infrastructure provided for in other frameworks to which the municipalities are parties, the consistency of services provided to residents, equitable sharing of costs among municipalities, environmental concerns within the municipalities, and the public interest.



The **arbitration process**, as outlined in **Part 1** of the *Intermunicipal Collaboration Framework Regulation*:

- An arbitrator must convene a preliminary meeting within 21 days of the selection or appointment of the arbitrator.
- Unless the arbitrator decides otherwise, the parties must identify facts they do not dispute.
- A party must 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.
- The arbitrator is required to file the order with the Minister within 7 days. MGA **s708.42**
- Where the ICF is created by the arbitrator, the parties to the ICF must amend their bylaws to be consistent with the ICF.

**s708.4**



#### 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.
- Municipalities must establish an ICF by **April 1, 2020**; an extra year by **April 1, 2021** is allowed for arbitration if required. MGA **s708.28(1)**

## 5.4 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 adoption and will be addressed by the next mandatory ICF review period. This way the ICF can be adopted 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 5 years. 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, 2020 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 DOCUMENT



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 a 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 bylaw.



## 6.2 PASS ICF BYLAW

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 **s708.45** and **Part 2** of the *Intermunicipal Collaboration Framework Regulation*: Alberta Regulation 191/2017. The ICF includes reference to the preparation or review and **adoption of an IDP compliant with the requirements of the MGA** (see **workbook section 4.3**), Councils from the participating municipalities need to adopt matching ICF bylaws.



Adopting multilateral ICFs can be contemplated but since all municipalities party to the ICF must pass matching bylaws 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 adopt the matching amendment for their ICF bylaw.

### 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 adopt their own matching ICF bylaw.



### SOMETHING TO CONSIDER

Only include a reference to the *servicing agreements and the IDP bylaw number* 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 bylaws every time a word or clause was adjusted in an agreement.



Where practical, a joint council meeting should be held with the participating municipal councils







### 6.3 FILE YOUR ICF AND IDP WITH ALBERTA MUNICIPAL AFFAIRS

The adopted ICFs with corresponding IDP document **must** be completed and adopted by **April 1, 2020** and submitted to AMA **within 90 days** of adoption.

For questions on how to submit a completed ICF, please email:



**ICFSubmissions@gov.ab.ca**



#### CHECKLIST



ICF adopted **by matching bylaws** by all participating municipalities



- Meets the requirements of **s708.29**
- Must include a term of review not to exceed 5 years
- Contains a **dispute resolution process** for resolving any disputes that arise after the adoption of the ICF per **s708.45** and **Part 2** of the *Intermunicipal Collaboration Framework Regulation*.
- Includes the **IDP bylaw number references** for the matching IDP bylaws for each municipality party to the ICF



File matching IDP bylaws with AMA







# APPENDIX A

## INTERMUNICIPAL DEVELOPMENT PLAN PROCESS



# INTERMUNICIPAL

## DEVELOPMENT PLAN PROCESS

Intermunicipal Development Plans (IDPs) are a mandatory component of an ICF.

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 need to be considered together.



MGA **s708.30(3)** 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 be limited to:

- MDPs
- ASPs
- LUB regulations and zoning
- strategic plans
- open space and recreation plans
- environmental assessments
- transportation, and
- servicing assessments

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 Towns, Cities and Villages, and Summer Villages within their boundary). 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 lifecycle 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(2)**.



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.



SOMETHING TO  
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.

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.

One example of an IDP dispute resolution process is described below:

EXAMPLE  
IDP DISPUTE RESOLUTION PROCEDURE

Participant municipalities can develop their own binding dispute resolution process, or they can indicate that they will default to the model binding resolution process outlined in the regulations the **Intermunicipal Collaboration Framework Regulation - Schedule - Model Default Dispute Resolution Provisions** and 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.



IDP DISPUTE  
RESOLUTION  
PROCEDURE



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.

IDP DISPUTE  
RESOLUTION  
PROCEDURE



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.

IDP DISPUTE  
RESOLUTION  
PROCEDURE



REPORT

- 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.

- 1 If the dispute has not been resolved within 6 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 6 months have elapsed if **(a)** the parties agree, or **(b)** the parties are not able to appoint a mediator.

IDP 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.
- 3 In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.





## 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 3** of Part 17.2 of the MGA and **Part 1** of the *Intermunicipal Collaboration Framework Regulation*.
- 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.



## DEADLINE FOR RESOLVING DISPUTE

- 1 The arbitrator must resolve the dispute within 1 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.



## ARBITRATOR'S ORDER

- 1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2 The arbitrator's order 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 order, 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 order to each party.
- 4 If an order of the arbitrator is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.





## COSTS OF ARBITRATOR

- 1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are to be parties to the framework.
- 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.

## 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.



## SOMETHING TO 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.



## SOMETHING TO TO CONSIDER

Although it might seem more efficient to approve the IDP as part of ICF bylaw process, this is not recommended. As indicated, IDPs provide policy guidance for a specified area of mutual interest, typically on the boundary between two municipalities.

**Consider this example:** an ICF was negotiated with several summer villages located within a rural municipality. Amendments to the IDP between the rural municipality and a single summer village will be cumbersome if the IDP forms part of the ICF bylaw. The amendment would require all parties to the ICF bylaw to agree to the IDP amendment and amend each of their ICF bylaws even though it may have nothing to do with their municipality. It is therefore recommended that the IDPs be adopted with a separate bylaw that is independent of the ICF bylaw.









# 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: indeed, 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 only to use it to discover the other parties position in order to use it to prepare for an arbitration is considered bad faith. The ICF regulation **Section 3** spells out the requirements to act in good 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.
- 1 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 a ICF or IDP or cannot participate in the creation of an ICF or IDP. 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. Additionally, the arbitrator may in their decision include things not on the original agenda and could decide unfavorably. The decision is taken out of the hands of the municipalities and is final.



### **Refer to the 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, 2020 TO CONSIDER ARBITRATION?

**See workbook section 5.3** and **FAQ #2**



You do not need to wait until April 1, 2010 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.

## #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: <http://www.municipalaffairs.alberta.ca/municipal-sustainability-strategy>.





# FAQS

## #5 WHEN SHOULD WE CONSIDER MEDIATION?

 See [workbook section 5.0](#) and [3.1](#) and [case study #6](#) (Arbitration 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 5.3](#) 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 pre-existing 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 pre-existing agreements for the services listed in [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 linked and as a result it is likely to be an iterative process municipalities enter into. As the IDP must be included as a component of the ICF, ideally municipalities will begin by drafting a draft intermunicipal land use concept and then begin discussions on their ICF's 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 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, 2020
- 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/IDP: what collectively do you want to achieve with ICFs & IDPs?
- II. Service inventory: what services do the municipalities want to negotiate/talk/explore about?

- III. IDP Focus Areas: what work needs to be done on the IDP?
- IV. IDP Focus Areas: which services may have an effect on your ability to implement your IDP?

3

#### APPROACH

- 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?  
(Terms of Reference)



**(Tool D: Sample ICF Terms of Reference)**

5

Determine what assistance and information is needed to negotiate the identified services and/or IDP.

6

How are we going to address any outstanding services by April 1, 2020?

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/IDP
- Share and determine work needed to be done for ICF and IDP
- Determine approach and how we are going to negotiate ICFs & IDPs
- 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, 2020
- Determine next steps
- Protocols

### 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 PRE-DETERMINED

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/IDP: what collectively do you want to achieve with ICFs & IDPs?

#### 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 is to understand not to agree.
  - **DO NOT GET INTO THE NEGOTIATION.**



# PROCESS NOTES TO GUIDE FACILITATOR/CHAIR OF THE MEETING

- Summarize using a flip chart or projecting the summary on a screen

- **III.** IDP Focus Areas: what work needs to be done on the IDP?

- High level discussion of **Tool A** Question 7



- **IV.** IDP Focus Areas: which services may have an effect on your ability to implement your IDP?

- High level discussion of **Tool A** Question 8



## 3 APPROACH

- **WHAT ARE SOME APPROACHES THAT WOULD BE EFFECTIVE AND EFFICIENT FOR NEGOTIATING AND EXPLORING THESE IDENTIFIED SERVICES?**
- 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 AND/OR IDP:

- **I.** Should we consider engaging a mediator immediately?
  - What might be some potential benefits of engaging a mediator early on?
- **II.** What information is needed to negotiate and make a decision on the service?
  - ii. Given the information needed, how are we going to get the information? Do we have in-house resources or do we need to contract it out?

## 6 IF YOU ARE NOT ABLE TO REACH AGREEMENT ON SOME INTERMUNICIPAL SERVICES IN TWO YEARS, 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 PROCEDURE



## A SUGGESTED

# ICF DISPUTE PROCEDURE

(FOR DISPUTES AFTER THE ICF HAS BEEN ADOPTED)

Participant municipalities can develop their own binding dispute resolution process, or they can indicate that they will default to the model binding resolution process outlined in the regulations **Intermunicipal Collaboration Framework Regulation - Schedule - Model Default Dispute Resolution Provisions** and 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 6 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 6 months have elapsed if **(a)** the parties agree, or **(b)** the parties are not able to appoint a mediator.

## IDP 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.
- 3 In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

## IDP 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 3** of Part 17.2 of the MGA and **Part 1** of the *Intermunicipal Collaboration Framework Regulation*.
- 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 in-curred in respect of the dispute resolution process and who bears those costs.

## IDP 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.

## IDP DISPUTE RESOLUTION PROCEDURE



### ARBITRATOR'S ORDER

- 1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2 The arbitrator's order 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 order, 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 order to each party.
- 4 If an order of the arbitrator under section is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

## IDP DISPUTE RESOLUTION PROCEDURE



### COSTS OF ARBITRATOR

- 1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are to be parties to the framework.
- 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

## INTERMUNICIPAL VERSUS THIRD PARTY CATEGORIZATION



# INTERMUNICIPAL VERSUS THIRD PARTY SERVICE CATEGORIZATION

Understanding whether a service is a directly delivered municipal service versus intermunicipal or third party may not always be clear and straightforward, especially when assessing whether ‘intermunicipal’ or ‘third party’ is the right categorization.

Below are some definitions and questions to help determine if the service is third party, intermunicipal, or municipal.

This workbook defines the categories as follows:

## MUNICIPAL SERVICE

a service provided by your municipality through either its own administration or by a third party such as a contractor, or other agency/company. (This individual municipal service can also be contracted out to another municipality to provide, such as a county providing administrative services by a contract on behalf of a village within its boundaries.)

## INTERMUNICIPAL

is a service that is provided to two or more municipalities. This can be provided by one or more municipalities or by a third party such as a service commission, municipal controlled corporation, authority etc.

## THIRD PARTY

is a service that is provided by another entity that is not a municipality.

For some third party services it is not always clear if the service is an intermunicipal or an independent municipal service provided by a third party. The same can be said for situations where one municipality provides another municipality a service for them.

In these instances where it is not clear the following questions are designed to help the neighbouring municipalities self-determine if the intention of the service is an individual service or an intermunicipal service.

The ICF is intended to capture how services are provided to their residents and ratepayers. Therefore, for those services where service provision is vague, it is up to the municipalities to jointly decide how to categorize that service. If both municipalities agree to how to categorize the service, then the ICF will meet the requirements of the MGA **Part 17.2 (s708.29) Intermunicipal Collaboration**.

For example, where municipalities receive a service from a commission or municipal controlled corporation, how they jointly define that service will depend on the arrangement they have with that commission or municipal controlled corporation.



# INTERMUNICIPAL VERSUS THIRD PARTY SERVICE CATEGORIZATION



Here are some questions that will help you jointly determine if a service is intermunicipal, municipal, and/or third party:

- Is the service being provided directly by your corporate administration?
- Is your corporate administration providing the service(s) to another municipality?
  - If so is it contracted out to provide the service on behalf of the other municipality? or,
  - Was that agreement intended to share the costs of providing that service to residents in both municipalities?
- Is there another entity (third party) that is not a municipality providing that service?
  - If so was it contracted out to provide the service on behalf of a municipality? or,
  - was it intended to provide a service to residents in both or multiple municipalities?
- Is the municipality a customer or a partner in providing a service?
- Was the service initially put together to provide an intermunicipal service to residents and ratepayers in both or multiple municipalities?
- Is the municipality or municipalities a member or have any ownership of the third party in any way?
  - Was the purpose of forming that entity to provide an intermunicipal service to benefit residents and ratepayers in both or multiple municipalities?

Asking these questions as part of the categorization of services with your neighbour may help you reach an agreed upon decision on how best to place a service.









# APPENDIX F

## POSSIBLE ICF BYLAWS TABLE OF CONTENTS



# POSSIBLE ICF BYLAW

## TABLE OF CONTENTS

The sample Tables of Contents below provides possible templates for structuring your matching ICF bylaws 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 5 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. MUNICIPAL SERVICES

- I. List all services to be provided directly by municipality A including those provided by a Third Party.
- II. List all the services provided by Municipality B including those provide by a Third Party (etc.)

### 4. INTERMUNICIPAL SERVICES

I. List all services to be provided on an intermunicipal basis; for each service listed indicate which municipality will take the lead in delivery, describe how the service is being provided, funded, timeline/transition for plan for implementation (if the service is a new joint service) and the decommissioning strategy for the current service (if a new joint service will be replacing an existing one).

II. Note: Must include an outline of the mandatory services regardless of how they are provided:



Water and Wastewater



Solid Waste



Transportation



Recreation



Emergency Services



Other services that benefit residents in more than one municipality

III. Intermunicipal services provided by municipalities and by a third party service.

### 5. 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 BYLAW

## TABLE OF CONTENTS



SAMPLE

2

### 1. DEFINITIONS

- I. Provide definitions of terms used in the bylaw.

### 2. TERM AND REVIEW

- I. Indicate the process for amendment and the frequency of the review period (not to exceed 5 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 INVENTORY

- I. List Service Areas provided by municipality A
- II. List Service Areas provided by municipality B
- III. Intermunicipal services provided by municipalities and by a third party service.

For each intermunicipal service listed:

- Describe how the service is being provided.
- Indicate which municipality or third party entity is the lead in delivery
- How it is funded
- If it is a new intermunicipal service provide a timeline and transition plan for implementation and the decommissioning strategy for the current service (if a new joint service will be replacing an existing one).

IV. Note: Must include an outline of the mandatory services regardless of how they are provided:



Water and Wastewater



Solid Waste



Transportation



Recreation



Emergency Services



Other services that benefit residents in more than one municipality

### 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 within the bylaw.

### 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 BYLAW

## 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 5 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. MUNICIPAL SERVICES

- I. List the services that are provided independently by both municipalities.
- I.e. Bylaw Enforcement services are provided independently by both municipalities.
  - FCSS is provided independently by both municipalities
  - Etc.

II. List any other distinct municipal services to be provided directly by Municipality A or B including those provided by a Third Party

- I.e. Pest control is provided by the County of Ratless
- Weed Control services is provided for the county by Weedwaker Ltd.
- Weed control is provided independently by the town.

### 4. INTERMUNICIPAL SERVICES PROVIDED BY MUNICIPALITIES AND BY A THIRD PARTY SERVICE.

For each intermunicipal service listed:

- I. Describe how the service is being provided
- II. Indicate which municipality or third party entity is the lead in delivery
- III. how it is funded
- IV. If it is a new intermunicipal service provide a timeline and transition plan for implementation and the decommissioning strategy for the current service (if a new joint service will be replacing an existing one).

Note: Must include an outline of the mandatory services regardless of how they are provided:



Water and Wastewater



Solid Waste



Transportation



Recreation



Emergency Services



Other services that benefit residents in more than one municipality

### 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 within the bylaw

### 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.



# APPENDIX G

## 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 adopted by bylaw 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 a bylaw-enacted process including formal dispute resolution mechanisms;
- ✓ Provides a forum to explore the pros and cons of amalgamation; and
- ✓ Achieves the goal of quickly meeting provincial legislative requirements in a timely and cost-effective manner by addressing any missing requirements in their current IDP without the need for a full review of the Plan.

# 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 (which meets current legislative requirements);
- ✓ 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 ex-penses 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

## 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 two-year 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 ICF bylaws were prepared, and each council adopted their respective matching ICF bylaws.

### LESSONS LEARNED

The ICF process, (specifically the requirement to review the existing IDP), provided the two municipalities the opportunity 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 bylaw-enacted through bylaw 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.



# CASE STUDIES



## ARBITRATION 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. The 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. The two municipalities have an IDP in place but a commercial industrial development proposal in the County that the City deemed non-compliant with the IDP was decided by the MGB with neither municipality satisfied with the outcome.

As part of the ICF process, Small Horn County and the City of Warm Lake want to negotiate a new recreation service agreement. The County has agreed in principle to contribute to the cost to support the City's recreation facilities.

The City wants to build a new multi-plex rink facility but also is looking for support for the ongoing operation and maintenance of the existing swimming pool and various playing fields in the City as County residents utilize these facilities as well. 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 Intermunicipal Negotiating Committee (INC); however, 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 that agreement needs to be renegotiated. The City was not aware there were any issues related to the existing waste management agreement, and thus 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.

Being unable to reach consensus on these two issues during negotiations, the INC recognized it must undertake dispute resolution. These negotiations had taken many months and were stalled. The April 1, 2020 deadline to ratify the ICF is fast approaching. As there was no formalized method of conflict resolution established at the beginning of the ICF negotiations, no attempts to seek a mediator to assist with the negotiations was pursued. The two municipalities reluctantly agreed to pursue arbitration in order to make a decision.

The two municipalities were also unable to agree on an arbitrator, which forced the Minister of Municipal Affairs to step in, and appoint one.

The arbitrator would decide on an appropriate funding model for both the recreation services agreement, as well as potentially alter the terms of the existing waste management services in order to allow both municipalities to finalize the ICF. While the Arbitrator does have the authority to re-write prior agreements and ratify as part of the ICF, they decided to rule in favour of the pre-existing arrangement, and include it in the ICF. The Arbitrator did, however, rule in favour of the County with respect to the level of contributions towards recreation service agreements, but to neither municipality's desired level of satisfaction.

LESSONS LEARNED

Both municipalities incurred significant costs to prepare for the Arbitration Hearing. The City wanted resolution on the recreation services agreement only, but the arbitration process has the potential to allow for other issues, (e.g. the waste management agreement) to be considered as well. This resulted in additional costs being born by the ratepayers of the City not only for the cost of the arbitration, but also for the additional costs of service provision for recreation and waste management.

If the municipalities had been proactive and established a dispute resolution process at the beginning of negotiations or had agreed to participate in mediation and/or voluntary arbitration, they would have been able to retain some control during the negotiations. If municipalities cannot agree, and let the process extend beyond the April 1, 2020 date, they lose control of the outcome altogether, as is the case for Small Horn County and the City of Warm Lake.

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

ICF CHECKLIST

As a component of their ICF that is intended to facilitate collaboration between their municipalities for the planning and funding of shared services, the arbitration of the Recreation Services Agreement...

✓

Demonstrates the need to establish ground rules at the beginning of the ICF process including what happens if you can't agree.

✓

Demonstrates the importance of timely negotiation and mediation;

✓

Illustrates an overall unsatisfactory outcome that can arise through arbitration;

✓

Demonstrates the importance of early ICF preparation to avoid imposed legislative deadlines, and 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.

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# APPENDIX H

## 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 With 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** on what services need to be negotiated and determine what services your municipality would like to discuss/negotiate with your municipal neighbour. 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. Does it address any emergent growth trends in your area?
- 8 **Key IDP Focus Areas:** What are the potential growth areas in your region, and what implications might they have for municipal services. Should these growth areas be reflected within an IDP?
- 9 If you are not able to reach agreement on some intermunicipal services or IDP focus areas in 2 years, 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.

**Between:** Municipality \_\_\_\_\_ and \_\_\_\_\_

### **Definitions**

**Intermunicipal** – is a service that is provided to two or more municipalities. This can be provided by one or more municipalities or by a third party such as a service commission, municipal controlled corporation, authority etc.

**Third Party** – is a service that is provided by another entity that is not a municipality.

### **CORE SERVICES**

SERVICE	ASSESS CURRENT STATE			LOOKING FORWARD				ACTION OR NEXT STEPS THAT NEED TO BE TAKEN WITH THIS SERVICE
	MUNICIPAL	INTERMUNICIPAL	THIRD PARTY	KEEP CURRENT AGREEMENT OR ARRANGEMENT	SLIGHT ADJUSTMENTS NEED TO BE DISCUSSED OR EXPLORED	NEEDS TO BE NEGOTIATED / DISCUSSED FURTHER	MAJOR ISSUES OR DISAGREEMENT	
Transportation								
Water								
Waste Water								
Solid Waste								
Emergency Services								
Recreation								
<b>Other Current Intermunicipal Services of Mutual Benefit:</b> List any other intermunicipal services								

# 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 see **Appendix E** for a more detailed description on the difference between intermunicipal and third party.



### PLEASE NOTE

If arbitration is required for a new service that any municipality disagrees with, 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: what services do the municipalities want to negotiate?
- III. IDP Focus Areas: what work needs to be done on the IDP? (high level)
- IV. IDP Focus Areas: which services may have an effect on your ability to implement your IDP?

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

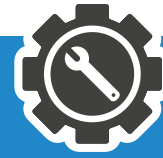
How are you going to negotiate? Develop an Intermunicipal Negotiation Committees Terms of Reference/Negotiation Protocols using **Tool D: Sample ICF Terms of Reference**.

- 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 C

## INTERMUNICIPAL PREPARATION



- 4 Determine what assistance and information is needed to negotiate the identified services and/or IDP:
  - I. Should we consider engaging a mediator immediately?
    - i. What might be some potential benefits of engaging a mediator early on?
  - II. What information is needed to negotiate and make a decision on the service?
    - i. Given the information needed, how are we going to get the information? Do we have in-house resources or do we need to contract it out?
  - III. Various other tools could be provided in this section, including: Asset Management, etc.
- 5 If you are not able to reach agreement on some intermunicipal services in 2 years, how are municipalities going to address those services?
- 6 Once you've negotiated your services, you can use **Tool E: ICF Summary Tool** to determine how to summarize your services in your ICF.



# 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?

**MGA**  
**PART 7**  
Public  
Participation

# TOOL E

## ICF SERVICES SUMMARY TOOL (BILATERAL ICF)



**PURPOSE:** To assist municipalities in developing the content and structure of their ICF bylaws.

### Definitions

**Intermunicipal** – is a service that is provided to two or more municipalities. This can be provided by one or more municipalities or by a third party such as a service commission, municipal controlled corporation, authority etc.

**Third Party** – is a service that is provided by another entity that is not a municipality.



Please see **Appendix E** for a more detailed description on the difference between intermunicipal and third party.

### SERVICES SUMMARY

1

Services to be provided municipally by Municipality A:

2

Individual municipal service provided by a third party to Municipality A:

3

Services to be provided municipally by Municipality B:

4

Individual municipal service provided by a third party to Municipality B:



# TOOL E

## ICF SERVICES SUMMARY TOOL (BILATERAL ICF)



5 Intermunicipal services to be shared by Municipality A and B:

6 Intermunicipal services provided by a Third Party:

7 **Optional:** Which services are you going to work toward sharing in the interim period?

### PLEASE NOTE

Confirm that Transportation, Water, Waste Water, Solid Waste, Recreation, and Emergency Services are each addressed in the above summary listing.

Please see **Appendix E** for a more detailed description on the difference between intermunicipal and third party



# TOOL E

## ICF SERVICES SUMMARY TOOL (MULTILATERAL ICF)



**PURPOSE:** To assist municipalities in developing the content and structure of their ICF bylaws.

### SERVICES SUMMARY

1 Services to be provided by Municipality: \_\_\_\_\_

2 Services to be provided municipally by Municipality: \_\_\_\_\_  
(list **each additional** municipality):

LIST THE SERVICES TO BE PROVIDED BY INDIVIDUAL MUNICIPALITIES				
Municipal Service	Municipality: _____	Municipality: _____	Municipality: _____	...
...				

3 Individual municipal services provided by a third party (list **each service provided by a third party**):

LIST THE SERVICES TO BE PROVIDED BY A THIRD PARTY TO A MUNICIPALITY				
Municipal Service	Municipality: _____	Municipality: _____	Municipality: _____	...
...				





# TOOL E

## ICF SERVICES SUMMARY TOOL (MULTILATERAL ICF)

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

LIST THE SERVICES TO BE PROVIDED INTERMUNICIPALLY				
Municipal Service	Municipality:	Municipality:	Municipality:	...
...				

- 5 Intermunicipal services provided by a third party:

LIST THE SERVICES TO BE PROVIDED INTERMUNICIPALLY BY A THIRD PARTY (COMMISSION, AUTHORITY, ETC.)				
Municipal Service	Municipality:	Municipality:	Municipality:	...
...				

- 6 **Optional:** Which services are you going to work toward sharing in the interim period?

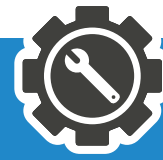
### PLEASE NOTE

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



**PURPOSE:** To assist municipalities in developing the content and structure of their ICF bylaws.

### 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 questions below are optional as they can be over-arching for the entire ICF as opposed to an individual service basis.

- I. What is the term of review? (must not exceed 5 years)
- II. What is the binding dispute resolution process?

#### TOOL F

Dispute  
Resolution  
Process  
Requirements  
Checklist

- 2 The following questions are optional but may be beneficial in the planning of new services to assist both parties understanding any subsequent service development planning.

- I. Describe details on the planning, locating, and developing infrastructure to support the service.
- II. Describe the provisions for developing infrastructure for the common benefit of residents of both municipalities.

### THINGS TO TO CONSIDER



The responses for this section do not need to be included in the ICF bylaw and could form a separate agreement between the municipalities involved. Including this within the ICF bylaw will create the need to amend it should any of the conditions listed in this section change.



# TOOL F

## DISPUTE RESOLUTION PROCESS REQUIREMENTS CHECKLIST

**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?
- ☐ 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)



Confirm that each of these mandatory areas, as outlined in **Section 24(1) Intermunicipal Collaboration Framework Regulation**, are addressed.

### PLEASE NOTE

Please note, as outlined in **Section 24(2) Intermunicipal Collaboration Framework Regulation**, 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 between the municipalities that have adopted the plan?
- ☐ A procedure to be used, by one or more of the municipalities, to amend or repeal the plan?
- ☐ Provisions relating to the administration of the plan?

Confirm that each of these mandatory areas are addressed.









# APPENDIX I

MGA SECTION REFERENCES



# MGA SECTION REFERENCES

## MUNICIPAL GOVERNMENT ACT

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)** Two or more councils of municipalities that have common boundaries 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.
- (1.1)** Despite subsection (1), 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.
- (1.2)** 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.
- (2)** 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.

- (3)** The council of a municipality that is required under this section to adopt an intermunicipal development plan must have an intermunicipal development plan that provides for all of the matters referred to in subsection (2) within 2 years from the date this subsection comes into force.
- (4)** Subject to the regulations, if municipalities that are required to create an intermunicipal development plan are not able to agree on a plan, sections 708.33 to 708.43 apply as if the intermunicipal development plan were an intermunicipal collaboration framework.
- (5)** In creating an intermunicipal development plan, the municipalities must negotiate in good faith.

#### Order for intermunicipal development plan

- 631.1(1)** The Minister may make regulations
- (a) requiring 2 or more municipal authorities to establish an intermunicipal development plan in accordance with any requirements contained in the regulations or in an ALSA regional plan;
  - (b) respecting the matters to be included in an intermunicipal plan;
  - (c) respecting the time within which an intermunicipal plan must be complete.
- (2)** If the municipal authorities to whom an ALSA regional plan applies or to whom a regulation under subsection (1) applies do not comply with the ALSA regional plan or the regulation, the Minister may establish an intermunicipal development plan that is binding on the municipal authorities.

2009 cA-26.8 s83



# MGA SECTION REFERENCES

## MUNICIPAL GOVERNMENT ACT

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

### Municipal Development Plans

#### Municipal development plan

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

**(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) 2015 c8 s24

### 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 settlement of 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)

# MGA SECTION REFERENCES

## MUNICIPAL GOVERNMENT ACT

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



### 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),

### Part 17.2 Intermunicipal Collaboration

#### Purpose

- 708.27(1)** The purpose of this Part is to require municipalities to develop an intermunicipal collaboration framework 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.

### Division 1 Intermunicipal Collaboration Framework

#### Framework is Mandatory

- 708.28(1)** Subject to subsection (4), municipalities that have common boundaries must, within 2 years from the coming into force of this section, create a framework with each other.
- (2)** Municipalities that do not have common boundaries may be parties to a framework.
- (3)** A municipality may be a party to more than one framework.
- (4)** Despite subsection (1),
- (a) municipalities that are members of a growthmanagement board are required to create a framework with other members of the same growth management board only in respect of those matters that are not addressed in the growth management plan;
  - (b) the Minister may by order exempt one or more municipalities from the requirement to create a framework.
- (5)** Despite subsection (1) but subject to subsection (6), a framework to be created pursuant to subsection (4)(a) must be created by the municipalities within 2 years from the date on which the growth management board is established.
- (6)** Municipalities that are members of the growth management board referred to in section 708.02(1.2) must create a framework pursuant to subsection (4)(a) within 2 years from the coming into force of this section.
- (7)** Despite subsection (4)(a), the Minister may require municipalities that are members of a growth management board to create a framework with other members of the same growth management board that address the services listed in section 708.29(2)(a) to (e), in which case subsections (5) and (6) apply in respect of that framework.
- (8)** An order under subsection (4)(b) may contain terms or conditions that the Minister considers necessary.
- (9)** For greater certainty, municipalities that are members of a growth management board must create a framework with those municipalities with which they have common boundaries that are not members of that growth management board.

#### 708.29(1) A framework

- (a) must list
  - (i) the services being provided by each municipality,
  - (ii) the services being shared on an intermunicipal basis by the municipalities, and
  - (iii) the services in each municipality that are being provided by third parties by agreement with the municipality, at the time the framework is created,
- (b) must identify
  - (i) which services are best provided on a municipal basis,
  - (ii) which services are best provided on an intermunicipal basis, and
  - (iii) which services are best provided by third parties by agreement with the municipalities,
- (c) for services to be provided on an intermunicipal basis, must outline how each service will be
  - (i) intermunicipally delivered, including which municipality will lead delivery of the service,
  - (ii) intermunicipally funded, and
  - (iii) discontinued by a municipality when replaced by an intermunicipal service,
- (d) must set the time frame for implementing services to be provided on an intermunicipal basis,
- (e) may contain any details required to implement services on an intermunicipal basis including details in respect of planning for, locating and developing infrastructure to support the services,
- (f) may contain
  - (i) provisions for the purposes of developing infrastructure for the common benefit of residents of the municipalities, and

*continued on next page*



# MGA SECTION REFERENCES

## MUNICIPAL GOVERNMENT ACT

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

### Division 2 Framework Created by Agreement

708.29(1) A framework continued

- (ii) any other provisions authorized by the regulations,
  - (g) must meet the requirements of Division 4, and
  - (h) must meet any other requirements established by the regulations.
- (2) With respect to the requirements of subsection (1)(b), each framework must address services relating to
- (a) transportation,
  - (b) water and wastewater,
  - (c) solid waste,
  - (d) emergency services,
  - (e) recreation, and
  - (f) any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.
- (3) Nothing in this Part prevents a framework from enabling an intermunicipal service to be provided in only part of a municipality.
- (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.

#### Relationship to intermunicipal development plan

- 708.3(1)** A framework is not complete for the purposes of section 708.29 unless the councils of the municipalities that are parties to the framework have also adopted an intermunicipal development plan under section 631 or an intermunicipal development plan is included as an appendix to the framework.
- (2) Subsection (1) does not apply if the Minister has exempted one or more of the councils of the municipalities from the requirement to adopt an intermunicipal development plan pursuant to section 631(1.1).
- (3) Despite section 631, to the extent that a matter is dealt with in a framework, the matter does not need to be included in an intermunicipal development plan.

#### 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.

#### 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.
- (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.

#### Method of creating framework

- 708.33(1)** Municipalities must create a framework by adopting matching bylaws that contain the framework.
- (2) An intermunicipal development plan created as part of a framework may be adopted by the same bylaw that adopts the framework if the requirements of section 692 are met with respect to that plan.
- (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 ensure that a copy of it is filed with the Minister within 90 days of its creation.



# MGA SECTION REFERENCES

## MUNICIPAL GOVERNMENT ACT

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



### Division 3 Arbitration

#### Application

**708.34(1)** 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, or
- (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.

#### Arbitration

**708.35(1)** Where municipalities are subject to this Division, their dispute must be referred to an arbitrator in accordance with the regulations.

**(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)** Where municipalities for whom an arbitrator is appointed create a framework by agreement, the arbitration process ends.

#### Role of arbitrator

**708.36(1)** Where a dispute is referred to an arbitrator under section 708.35, the arbitrator must, subject to the regulations, by order create a framework for those municipalities

- (a) in the case of an original framework, within 3 years from the coming into force of section 708.28, 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, attempt mediation with the municipalities, and
- (a) resolve the dispute and require the municipalities to complete the framework within a reasonable time, or

- (b) recommend an outline for a framework and give the municipalities a reasonable time to complete the framework.

#### Role of Municipality

**708.37(1)** Where a dispute is referred to an arbitrator under section 708.35, each municipality must

- (a) provide to the arbitrator a report setting out what that municipality considers are the specific reasons why the municipalities are unable to create a framework, and
- (b) participate in the arbitration process in accordance with the regulations.

**(2)** Where a municipality fails to participate in the arbitration process, the arbitrator may

- (a) require the chief administrative officer of the municipality to produce any information required by the arbitrator, or
- (b) settle the dispute or create a framework without the participation of that municipality.

#### Matters to be considered by arbitrator

**708.38(1)** In resolving a dispute or creating a framework, an arbitrator must 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 prescribed by the regulations.

**(2)** When creating a framework by order, an arbitrator shall not make an order that is inconsistent with the criteria established in the regulations.

#### Creation of framework by arbitrator

- 708.39(1)** A framework created by an arbitrator must, subject to the regulations, comply with section 708.29.
- (2)** The parties to a framework created by an arbitrator may, by agreement, amend the framework.
- (3)** For greater clarity, Division 1, except section 708.28(1), applies to a framework created by an arbitrator.



# MGA SECTION REFERENCES

## MUNICIPAL GOVERNMENT ACT

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

### Division 4 Resolving Disputes Under Existing Framework

#### Municipalities must amend bylaws

- 708.4(1)** Where a framework is created by an arbitrator, the municipalities that are the parties to the framework must amend their bylaws, other than their land use bylaws, to be consistent with the framework.
- (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 order of an arbitrator applicable to it.

#### Costs of arbitrator

- 708.41(1)** Subject to an order 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.

#### Order must be filed

- 708.42(1)** An order made by the arbitrator under section 708.36(1)(b) must be filed with the Minister within 7 days of being made.

#### Measures to ensure compliance with frameworks

- 708.43(1)** If a municipality fails to amend its bylaws to be consistent with the framework as required by section 708.4(1) within the time required by the regulations, one of the other municipalities that are parties 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.

#### Binding dispute resolution process

- 708.45(1)** Every framework must contain provisions respecting a binding dispute resolution process that meets the requirements of the regulations for resolving disputes with respect to
- (a) the interpretation, implementation or application of the framework, and
  - (b) any contravention or alleged contravention of the framework.
- (2)** If a framework does not contain one or more of the provisions required by subsection (1), the framework is deemed to contain the model provisions prescribed by the regulations respecting any matter in respect of which the framework is silent.

#### Binding dispute resolution process

- 708.46** If a municipality fails to comply with an order of a decision maker, one of the other municipalities that are parties to the framework may apply to the Court of Queen's Bench for an order directing the municipality to comply with the decision maker's order or restraining any conduct found by the Court to be in contempt of the decision maker.









INTERMUNICIPAL  
**Collaboration Framework**  
**WORKBOOK**

Supporting municipalities  
with the implementation  
of intermunicipal  
collaboration frameworks