



Town of Eckville & Lacombe County

INTERMUNICIPAL COLLABORATION FRAMEWORK



MASTER AGREEMENT



INTERMUNICIPAL COLLABORATION FRAMEWORK MASTER AGREEMENT

Between

The Town of Eckville and Lacombe County

PREAMBLE

WHEREAS The Town of Eckville and Lacombe County share a common border;

AND WHEREAS the Town of Eckville and Lacombe County share common interests and are committed to working cooperatively together to provide services to their ratepayers;

AND WHEREAS trust and mutual respect are the foundation for a good, positive, enduring and effective relationship between the Town of Eckville and Lacombe County;

AND WHEREAS the Town of Eckville and Lacombe County acknowledge that the advancement of their shared interests is best accomplished through effective and ongoing cooperation, collaboration, coordination and communication;

AND WHEREAS the Town of Eckville and Lacombe County recognize that they both have a significant role to play in the success of their shared region and will ultimately share both the risks and the rewards of their cooperative efforts;

AND WHEREAS the Town of Eckville and Lacombe County want to provide quality of life to their shared community by ensuring that growth management, planning, programs and services are effectively, efficiently and economically delivered and are reasonably available;

AND WHEREAS this Intermunicipal Collaboration Framework Master Agreement is meant to be a master agreement from which a number of Sub-Agreements will flow;

AND WHEREAS the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other.

NOW THEREFORE, by mutual covenant, the Town of Eckville and Lacombe County agree as follows:

1. SIGNATORIES

- 1.1 The Signatories to this Agreement are the Town of Eckville and Lacombe County.
- 1.2 The terms “*Signatory*” and “*Signatory Municipality*” are used interchangeably in this Agreement.

2. DEFINITIONS

- 2.1 “**Agreement**” means the Intermunicipal Collaboration Framework Master Agreement between the Town of Eckville and Lacombe County.
- 2.2 “**Capital**” means those tangible assets having significant value and physical substance that are used in the supply of goods and services related to that asset, have a useful economic life greater than five years, are to be used on a continuing basis and are not for sale in the ordinary course of operations. Financial assets such as cash and reserves are not included in this definition.
- 2.3 “**Consensus**” means “we can live with it, are comfortable with the result, and will own it when we take it to our Councils.”
- 2.4 “**Dispute Resolution**” has the meaning as per section 11 Dispute Resolution and as described in Schedule 4 Dispute Resolution.
- 2.5 “**Operating Costs**” means the costs to provide the services identified in this Agreement and the Sub-Agreements that flow from it.
- 2.6 “**Representative**” means a person selected by a party who holds a senior position with the Signatory and has authority to negotiate for or settle a dispute on behalf of the Signatory.
- 2.7 “**Service**” means any program, facility or infrastructure necessary to provide a service identified in Schedule 1 Services Inventory of this Agreement and Sub-Agreements as listed in Schedule 2 Sub-Agreements.
- 2.8 “**Sub-Agreements**” means any agreement referenced in this Agreement and/or listed in Schedule 2 Sub-Agreements.

3. PURPOSE

- 3.1 The purpose of this Agreement and the Sub-Agreements that flow from it is to demonstrate the commitment of the Town of Eckville and Lacombe County to work collaboratively to jointly provide facilities and deliver services and programs for the benefit of both municipalities and to manage growth and plan for the future.

- 3.2 This Agreement is to be the foundational agreement from which a number of Sub-Agreements flow. It expresses the intent, common elements and broad parameters applicable to the Sub-Agreements.

4. PREAMBLE, SCHEDULES AND ATTACHMENTS

- 4.1 The Signatories confirm and ratify the contents, matters and commitments contained and referred to in the body, preamble, schedules and attachments to this Agreement.
- 4.2 The preamble, schedules and attachments are part of this Agreement.

5. TERM AND REVIEW

- 5.1 In accordance with the Municipal Government Act, this Agreement shall come into force on final passing of the bylaws by both municipalities.
- 5.2 This Agreement may be amended by mutual consent of both parties unless otherwise specified in this Agreement.
- 5.3 It is agreed by the Town of Eckville and Lacombe County that the Intermunicipal Collaboration Framework Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 5.4 If either the Town of Eckville or Lacombe County determine that this Agreement does not serve their interests, or if both municipalities determine that the adopted Agreement does not serve the interests of both municipalities, a replacement Agreement shall be created in accordance with the Act. Until such time as the replacement Agreement is ready for adoption and has been formally adopted the current Agreement remains in effect.

6. PRECEDENCE AND RELATIONSHIPS TO BYLAWS AND AGREEMENTS

- 6.1 In the case of any conflict, the provisions contained in any Sub-Agreement shall take precedence over those in this Agreement, unless otherwise stated.
- 6.2 The Town of Eckville and Lacombe County agree to amend their bylaws, where necessary, to ensure consistency between each bylaw and this Agreement within two years of the date that the bylaw adopting this Agreement receives third reading.
- 6.3 The Town of Eckville and Lacombe County agree to amend their agreements, where necessary, to ensure consistency between each agreement and this Agreement within six years of the date that the bylaw adopting this Agreement receives third reading.

- 6.4 The Town of Eckville and Lacombe County have adopted an Intermunicipal Development Plan in accordance with the Municipal Government Act through the passing of Bylaw 741-18 and Bylaw 1276/18 respectively.

7. INTERMUNICIPAL COLLABORATION FRAMEWORK COMMITTEE

- 7.1 The Town of Eckville and Lacombe County agree to establish a joint Intermunicipal Collaboration Framework Committee (the “Committee”).
- 7.2 The Committee is to be established as of the effective date of this Agreement and subsequently renewed at the respective Organizational Meetings of each Signatory Municipality on an annual basis as long as the Agreement is in effect.
- 7.3 The Committee is to be composed of two appointed and one alternate elected official and the Chief Administrative Officer or designate of each Signatory. Quorum shall be four members consisting of one elected official and the CAO or designate from each Signatory.
- 7.4 The Committee will meet a minimum of once every four years, or on an as required basis, and will develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the Town of Eckville and Lacombe County stakeholders, except matters where other current operating structures and mechanisms are operating successfully.
- 7.5 The Committee Chair shall be elected by the members of the Committee from amongst the elected officials and shall normally serve for a term of four years, or less if required, with the position rotating between the Signatories. Unless otherwise determined by the Committee, the Signatory from which the Chair is chosen shall normally provide the administrative support to the Committee for the term of the Chair.
- 7.6 The Chief Administrative Officers will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters put before the Committee, and for presenting all recommendations from the Committee to the respective Councils.
- 7.7 The Committee is a recommendation making committee that advises each Council. Recommendations to individual Councils will occur when the Committee members have Consensus on the advice they wish to provide on a given issue. This may include:
- (a) recommendations on options for proceeding;
 - (b) recommendations on further review and discussion of a topic;
 - (c) advising no agreed-upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or

(d) advising on moving to the Dispute Resolution process to resolve an issue where the Committee could not reach consensus.

7.8 The Committee recommendations may be delivered to Councils by:

- (a) a joint written submission agreed to by the Committee for delivery to individual councils; or
- (b) a joint presentation to individual councils; or
- (c) a joint council meeting; or
- (d) a combination of the above.

8. ACCESS to MUNICIPAL FACILITIES, PROGRAMS and SERVICES

8.1 The Signatories agree to provide access to municipal facilities, programs and services to each other's residents in a manner that does not differentiate among them.

9. CAPITAL PLANNING and COST-SHARING

9.1 The Signatories agree that they will create a joint approach, as per Section 12 Future Projects and Agreements, to capital planning for those capital assets that deliver mutual benefit. It is to be complementary to their individual capital plans and provide input to and be matched with the budget cycles of each Signatory.

9.2 The Signatories agree to the principle of shared investment for shared benefit. Capital funding decisions will be informed by the joint capital planning contemplated in Section 9.1 with the funding share and method of funding being determined on a case-by-case basis.

9.3 Any capital projects involving acquisition or construction exceeding \$250,000 in value proposed for joint funding must be supported by a business case that clearly identifies the benefits to both municipalities and is to be provided to both parties at least one year in advance of project commencement.

9.4 The Signatory that owns the facility or capital asset that is being jointly funded shall be responsible for managing that asset.

10. OPERATING COST-SHARING

10.1 The Signatories agree that the opportunity for input into policy and service level development will accrue to all facilities, programs and services for which there is operational cost-sharing by the Signatories.

10.2 Operational cost-sharing of facilities, programs and services will be specified in the respective Sub-Agreements.

11. DISPUTE RESOLUTION

- 11.1 The Signatories are committed to acting reasonably, in good faith, and to making their best efforts to find common ground and to reach consensus.
- 11.2 In the event of a dispute between the Signatories concerning, but not limited to a default, breach, about the interpretation of, or application of, any of the provisions, terms, covenants or conditions contained within this Agreement or any of its Sub-Agreements, the Intermunicipal Collaboration Framework Committee will meet and attempt to resolve the dispute.
- 11.3 In the event the Intermunicipal Collaboration Framework Committee is unable to resolve the dispute, the Signatories shall undertake the Dispute Resolution process set out in Schedule 4 Dispute Resolution.

12. FUTURE PROJECTS AND AGREEMENTS

- 12.1 In the event either municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the other municipality's Chief Administrative Officer.
- 12.2 Once either municipality has received written notice of a new project and/or service an Intermunicipal Collaboration Framework Committee meeting must be held within 30 calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 12.3 The Intermunicipal Collaboration Framework Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements.

13. INDEMNITY

- 13.1 Lacombe County shall indemnify and hold harmless the Town of Eckville, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of any act or omission of the Town of Eckville, its employees and agents in the performance of this Agreement.
- 13.2 The Town of Eckville shall indemnify and hold harmless Lacombe County, its employees, elected officials and agents from any and all claims, actions and costs whatsoever, excluding mediation and/or arbitration costs, that may arise directly or indirectly out of

any act or omission of Lacombe County, its employees, elected officials and agents in the performance of this Agreement.

14. OTHER PROVISIONS

- 14.1 The Signatories covenant and agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Agreement and/or any of its Sub-Agreements in accordance with their true intent.
- 14.2 If any term, covenant or condition of this Agreement and/or its Sub-Agreements or the application thereof to any Signatory or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and/or its Sub-Agreements or the application of such term, covenant or condition to a Signatory or circumstance other than those to which it is held invalid or unenforceable, will not be affected thereby and each remaining term, covenant or condition of this Agreement and/or its Sub-Agreements will be valid and enforceable to the fullest extent permitted by law.
- 14.3 This Agreement and/or its Sub-Agreements may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all the Signatories and an amending bylaw or resolution is adopted by the respective Councils.
- 14.4 Time will be of the essence for this Agreement and its Sub-Agreements.
- 14.5 This Agreement and its Sub-Agreements will be binding upon the Signatories and their respective successors and permitted assigns.

15. LIST OF SCHEDULES

- 15.1 The following Schedules are part of this Agreement:
 - 1. Services Inventory
 - 2. Sub-Agreements
 - 3. Follow-up Work
 - 4. Dispute Resolution

IN WITNESS WHEREOF the Signatories have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this ____ day of _____, 2019 in _____, Alberta.

TOWN OF ECKVILLE

LACOMBE COUNTY

Per: _____
Helen Posti, Mayor

Per: _____
Paula Law, Reeve

Per: _____
Jack Ramsden, CAO

Per: _____
Tim Timmons, County Manager

SCHEDULE 1
SERVICES INVENTORY – TOWN OF ECKVILLE (to be completed)

SCHEDULE 1
SERVICES INVENTORY – LACOMBE COUNTY

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Transportation	Snow Plowing/Removal & Ice Control	Removal of snow and ice from roads and sidewalks	Service is provided within County boundaries	County taxpayer support	Lacombe County
	Road Construction Road & Sidewalk Maintenance & Repair	Construction and re-construction of roads and maintenance of road and sidewalks	Service is provided within County boundaries	County taxpayer support	Lacombe County Third Party
	Street Sweeping	Sweeping of paved roads and parking lots	Service is provided within County boundaries	County taxpayer support	Lacombe County
	Dust Control	Provide dust control material on gravel roads	Service is provided within County boundaries	User pay and County taxpayer support	Lacombe County Third Party
	Street Lighting	Installation, maintenance and ongoing operation of streetlights	Service is provided within County boundaries	County taxpayer support	Third Party
	Sand/Salt Blending and Sales	Blend and supply sand/salt	Service is provided to urban municipalities within the County	Intermunicipal agreements	Lacombe County
	Bridge/Culvert Inspection, Repair, Maintenance and Replacement	Inspection, repair, maintenance and replacement of bridge structures and culverts	Service is provided within County boundaries	County taxpayer support	Lacombe County Third Party
Water	Water Supply and Distribution	Delivery of potable water to individual properties. Includes water supply, treatment, storage, distribution and system(s) maintenance	Service is provided in the Hamlet of Mirror, numerous Lakeshore Residential, the Aspelund Industrial Park, the Wildrose Commercial Park and at County recreation facilities	Intermunicipal agreements User fees County taxpayer support for costs not recovered through rates	Lacombe County City of Lacombe Town of Blackfalds Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Wastewater	Wastewater Collection and Treatment	Collection, treatment and disposal of wastewater and associated system(s) maintenance	Service is provided in the Hamlet of Mirror, numerous Lakeshore Residential, Aspelund Industrial Park, Wildrose Commercial Park and at County recreation facilities	Cost sharing agreements User fees County taxpayer support for costs not recovered through utility rates	Lacombe County Other Municipalities Third Party
	Stormwater Management	Maintenance of stormwater systems, including ditches, culverts and stormwater retention ponds	Service is provided within County boundaries	County taxpayer support	Lacombe County
Solid Waste	Solid Waste Collection & Disposal	Solid waste collection and disposal	Hamlet of Mirror	User fees	Third Party
	Solid Waste Collection & Disposal	Solid waste collection and disposal	County recreation/public facilities	County taxpayer support	Lacombe County
	Solid Waste Collection & Disposal	Solid waste and used oil and antifreeze /oil and antifreeze containers disposal at Lacombe Regional Waste Services Commission transfer stations and Prentiss Landfill	County residents and businesses	User fees County taxpayer support	Third Party
	Recycling	Recycling bins located in urban municipalities	County residents and businesses	Intermunicipal agreements County taxpayer support	Lacombe County Urban Municipalities within County
	Recycling	Recycling bins and facilities located at Lacombe Regional Waste Services Commission transfer stations and Prentiss Landfill	County residents and businesses	User fees County taxpayer support	Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
	Recycling	Agriculture plastics pick-up and disposal	County and adjacent rural municipality agricultural producers	County taxpayer support	Lacombe County Third Party
Emergency Services	Fire and Emergency Response Services	Delivery of fire and emergency response services	Services are provided within County boundaries, in urban municipalities within the County and rural municipalities adjacent to the County	County taxpayer support Intermunicipal agreements	County and urban/rural municipalities within and adjacent to the County
	Regional Fire Chief Services	Provision of professional fire chief services	Service are provided to all fire departments within the County	Intermunicipal agreements	Lacombe County
	Emergency Management	Delivery of plans and programs to enable community response to wide scale emergency events and disasters	Service are provided within County boundaries	County taxpayer support Intermunicipal agreements	Lacombe Regional Emergency Management Partnership Agreement
	Community Peace Officer Services	Delivery of protective and enforcement services	Services are provided within County boundaries and in urban municipalities within County	County taxpayer support Intermunicipal agreements	Lacombe County
	Enhanced Policing Services	Delivery of RCMP General Investigative Services	Services are provided within County boundaries, in urban municipalities within the County and rural municipalities adjacent to the County	County taxpayer support	Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Recreation and Culture	Outdoor Recreation	Operation and maintenance of sports fields, athletic parks, trails, playgrounds, swimming pools, water parks, skateboard parks, skating rinks, multi-purpose facilities, lakeshore public areas and beaches, fishing ponds, natural areas and parks	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements User fees	Lacombe County Urban Municipalities Third Party
	Community Halls and Drop in Centres	Operation and maintenance of community halls and drop-in centres	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements User fees	Urban municipalities Third Party
Recreation and Culture	Indoor Recreation	Operation and maintenance of swimming pools, arenas, curling rinks, and multi-purpose facilities	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Urban Municipalities Third Party
	Library Services	Operation and maintenance of libraries	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Urban municipalities Third Party
	Museums and Historical Centres	Operation and maintenance of museums and historical centres	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Urban municipalities Third Party
	Tourism Services	Provision of Visitor Information Services	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	County taxpayer support Intermunicipal agreements	Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Agriculture Services	Weed, brush and pest control	Provision of weed, brush and pest inspection and control services and devices/equipment	Service is provided within County boundaries and in urban municipalities within the County	County taxpayer support Intermunicipal agreements User fees	Lacombe County Third Party
	Weed, brush and pest control	Provision of pest inspection and control services (Clubroot of Canola, Virulent Blackleg of Canola, etc.)	Service is provided within County boundaries	County taxpayer support	Lacombe County
Animal Control Services	Dog Licensing and Control	Provision of dog licences and dog control services	Dog licenses – Hamlet of Mirror Dog control services – provided within County boundaries	County taxpayer support User fees	Lacombe County Third Party
Other Services	Airport Services	Provision of airplane landing and storage facilities and services	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	User fees County taxpayer support Intermunicipal agreements	Third Party
Other Services	Family and Community Support Services	Provision of services that enhance the social and physical well-being of individuals and families through awareness, counselling, support and services, including School Resource Officer services	County residents and residents of urban municipalities within the County	User fees County taxpayer support Intermunicipal agreements	Lacombe County Urban Municipalities Third Party
Other Services	Cemetery Services	Provision of cemetery plots for in-ground burials of casketed and cremated remains and columbarium niches for cremated remains	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	User fees County taxpayer support Intermunicipal agreements	Lacombe County Urban Municipalities Third Party

TYPE OF SERVICE	SUBCATEGORY	DESCRIPTION	BENEFITING AREA/USERS	FUNDING MECHANISMS	WHO DELIVERS SERVICE
Other Services	Senior's Housing	Provision of affordable seniors housing options and supports at Lodge and independent living facilities	County residents, residents of urban and rural municipalities within/adjacent to the County and the general public	User fees County taxpayer support Intermunicipal agreements	Third Party

SCHEDULE 2

SUB-AGREEMENTS

1. Joint Economic Area Agreement
2. Facilities Operational Cost-Sharing Agreement
3. Fire Services Agreement
4. Maintenance Agreement
5. Lacombe Regional Emergency Management Partnership Agreement
6. Lacombe County Fire Services Agreement
7. Peace Officer Services Agreement
8. Weed Inspector Appointment
9. Water/Wastewater Mutual Aid Operator Agreement

SCHEDULE 3

FOLLOW-UP WORK

Schedule 3 describes the follow-up work that is required to implement this Agreement after it has been adopted. The target dates are meant as guides for the general order of working through the shared priorities of the Town of Eckville and Lacombe County.

Target Year	Activity/Item
2020	Update Existing Bylaws and Policies for Consistency with ICF Agreement
2020	Execute new Weed Inspector Appointment Agreement
2020	Rescind Eckville Water and Wastewater Facilities Memorandum of Understanding
2021	Execute Letters of Understanding with community groups that operate facilities and/or provide services for the citizens of the Town of Eckville and Lacombe County

SCHEDULE 4

DISPUTE RESOLUTION

DISPUTE RESOLUTION

Notwithstanding the provisions set out in this Schedule, nothing in this Agreement shall prevent the Signatories from using other mutually agreed-to methods of resolving the dispute.

NEGOTIATION/MEDIATION/ARBITRATION

1. Definitions

In this Schedule,

- (a) “initiating party” means a party who gives notice under section 2 of this Schedule;
- (b) “mediation” means a process involving a neutral person as a Mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- (c) “mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

2. Notice of Dispute

If an elected official, administrator or any staff person from the Town of Eckville or Lacombe County thinks an obligation under this framework has been “breached”, the matter should be brought to the attention of their respective CAO. The CAO will then investigate it and, if it appears that a breach occurred, the matter will be brought to the attention of the other Municipality’s CAO. Once that has happened, the matter may be resolved directly between the municipalities through informal problem-solving discussions between the CAOs and, if needed, the Committee.

- 2(1) When either Town of Eckville Council or Lacombe County Council believe there is a dispute under this framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other party.

3. Negotiation

- 3(1) Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint their ICF Committee members to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4(1) If the dispute cannot be resolved through negotiations, the representatives must appoint a Mediator to attempt to resolve the dispute by mediation.
- 4(2) The initiating party must provide the Mediator with an outline of the dispute and any agreed statement of facts.
- 4(3) The parties must give the Mediator access to all records, documents and information that the Mediator may reasonably request.
- 4(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.
- 4(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.
- 4(6) If a resolution is reached through mediation, the Mediator will provide a report documenting the nature and terms of the agreement and solutions that have been reached. The Mediator report will be provided to each council.

5. Report

- 5(1) If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating parties must, within 21 days, prepare and provide to the other parties a report.
- 5(2) Without limiting the generality of subsection (1), the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.

- 5(3) Despite subsection (1), the initiating parties may prepare a report under subsection (1) before the 6 months have elapsed if
- (a) the parties agree, or
 - (b) the parties are not able to appoint a Mediator under section 4 of this Schedule.

6. Appointment of Arbitrator

- 6(1) Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating parties must provide the arbitrator with a copy of the report. If the representatives can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator.
- 6.2 If the representatives cannot agree on a mutually acceptable arbitrator, each party will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator.
- 6(3) If the representatives cannot agree on an arbitrator, the initiating parties must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6(4) In appointing an arbitrator under subsection (2), the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration Process

- 7(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 Act and Part 1 of the Regulation.
- 7(2) In addition to the arbitrator's powers under subsection (1), 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.

8. Deadline for Resolving Dispute

- 8(1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8(2) If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's Order

- 9(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.
- 9(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 section 708.41 of the Act.
- 9(3) The arbitrator must provide a copy of the order to each party.
- 9(4) If an order of the arbitrator under section (2) 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.

10. Costs of Arbitrator

- 10(1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection (2).
- 10(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.