



Intermunicipal Collaboration Framework

between

The Municipal District of Bighorn No. 8

(hereinafter referred to as “MD”)

and

The Summer Village of Waiparous

(hereinafter referred to as “Waiparous”)

WHEREAS the MD and Waiparous share a common boundary within Township 27 in Range 6, west of the Fifth Meridian;

AND WHEREAS the MD and Waiparous share common interests and are desirous of working together to provide services to their ratepayers where there are reasonable and logical opportunities to do so;

AND WHEREAS, the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, stipulates that municipalities that have a common boundary must create a framework with each other (MGA s. 708.27):

- *to provide for the integrated and strategic planning, delivery and funding of intermunicipal services;*
- *to steward scarce resources efficiently in providing local services; and*
- *to ensure municipalities contribute funding to services that benefit their residents;*

NOW THEREFORE, by mutual covenant of the Municipal District of Bighorn and the Summer Village of Waiparous, it is agreed as follows:

A. DEFINITIONS

1) In this Agreement:

- a) "Framework" means the Intermunicipal Collaboration Framework between the MD and Waiparous, as required under Part 17.2 of the Municipal Government Act.
- b) "Municipal Government Act" means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, and may be abbreviated "MGA".
- c) "Municipalities" means the Municipal District of Bighorn No. 8 and the Summer Village of Waiparous.
- d) "Parties" and "Parties hereto" mean the Municipal District of Bighorn No. 8 and the Summer Village of Waiparous.
- e) "Services" means those services that both parties agree to address within the Framework.
- f) "Year" means the calendar year beginning on January 1st and ending on December 31st.

B. TERM AND REVIEW

- 1) In accordance with the Municipal Government Act, this is a permanent agreement and shall come into force on final passing, by both the MD and Waiparous, of a bylaw or resolution that contains the Framework.
- 2) This Agreement may be amended by mutual consent of both parties.
- 3) The terms and conditions of this Framework will be reviewed by the Intermunicipal Collaboration Committee established by this Framework at least once every four years.

C. INTERMUNICIPAL COOPERATION

- 1) The MD and Waiparous agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as "the ICC").
- 2) The ICC will meet as required to develop recommendations to the respective Councils on all matters of strategic direction and cooperation affecting both MD and Waiparous residents. The topics to be discussed will include:
 - a) the shared Services covered by this Framework, and methods by which these Services could be enhanced or delivered in a more efficient or effective manner;
 - b) long-term strategic growth plans for the MD and Waiparous as may be reflected in their respective Municipal Development Plans, Area Structure Plans or other strategic studies;
 - c) intermunicipal and regional transportation issues including transportation corridors and truck routes;
 - d) circulation of major land use and development proposals for either municipality which may impact the other municipality; and
 - e) other intermunicipal or multi-jurisdictional issues.

- 3) The ICC shall also meet, if necessary, to seek resolution of any dispute that may occur while the Framework is in effect (see Section I below).
- 4) The ICC shall comprise two members, being one Councillor each from the respective Municipalities.
- 5) The ICC will be supported by the Chief Administrative Officers of the Municipalities.
- 6) The Chief Administrative Officers will be responsible for developing agendas and recommendations on all matters, and for forwarding all recommendations from the ICC to their respective Councils.
- 7) Meetings of the ICC may be called by either party to this Framework by serving notice on the other party in accordance with Section J below, advising of the reason for requesting a meeting and providing options for meeting dates. The parties shall jointly determine a meeting date, which shall be held within thirty (30) days of the notice being served.
- 8) Pursuant to Section 631(2) of the Municipal Government Act, the Municipalities have agreed that an Intermunicipal Development Plan (hereinafter referred to as "IDP") is not required between their municipalities. This agreement is evidenced in Schedule "B" attached hereto. In the absence of an IDP, the Municipalities will address intermunicipal planning matters in their respective Municipal Development Plans pursuant to Section 632(3)(a)(iii) of the Municipal Government Act.

D. MUNICIPAL SERVICES TO BE PROVIDED INDEPENDENTLY

- 1) Both Municipalities provide a wide variety of services to their ratepayers, from Council meetings and governance to property assessments and tax collection to subdivision and development decisions. Opportunities to conserve resources on a broad range of services were discussed during preparation of this Framework. Both Municipalities agreed that integrated delivery of most services did not appear to provide sufficient benefits in terms of cost efficiency or delivery effectiveness to warrant inclusion. The Municipalities agreed that those other services would continue to be provided independently, and that only the Services listed in this Framework would be provided in a shared manner.
- 2) The Municipalities understand that this may change in the future, and opportunities to increase the range of shared services will be considered periodically when the ICC reviews this document.

E. MUNICIPAL SERVICES TO BE PROVIDED ON AN INTERMUNCIPAL BASIS

- 1) The MD and Waiparous have a history of working together with each other to provide municipal services to their ratepayers and residents, and the Municipalities agree that the Services described in Part E will be provided on an intermunicipal basis by:
 - a) formal agreements approved by resolution of the respective municipal Councils, with those agreements summarized below for reference purposes; and
 - b) informal agreement as set out below.

- 2) The formal agreements that have been previously negotiated are:
 - a) **Fire Suppression and First Response Services Agreement.** Waiparous has entered into an agreement with MD so that its initial fire suppression and first responder service comes from the MD's Ghost River Fire Hall located in the Hamlet of Benchlands. Additional firefighting support is available, if necessary, from the MD's firehall in the Hamlet of Exshaw. The paid-on-call volunteer firefighters come from both Municipalities but are paid by the MD. In exchange for the fire suppression and first response service, Waiparous provides an annual retainer of \$7,500.00 to the MD and access to its approximately 90,000 L fire-fighting water reservoir. The agreement between the two Municipalities is dated January 1st, 2019 and extends to December 31st, 2023.
 - b) **Recreational Lease Agreement.** The MD and Waiparous have collaborated for many years in jointly holding Miscellaneous Crown Land Lease 950011 for recreational purposes. This Lease is for the "Back 40" recreational area, comprising 123.94 hectares of Crown land in the northwest, southwest and southeast quarters of Section 12, Township 27, Range 7, West of the Fifth Meridian. The MD and Waiparous share operational responsibilities, and trail maintenance and related costs for the "Back 40" lease, generally on a shared, 50:50 basis. The Ghost Waiparous Trails Association, with volunteer members from both Municipalities, has been formed locally to assist in this regard. The Municipalities also cooperate in terms of **Vegetation/Fuel Management** in this lease area and will continue to apply for funding from the Forest Resource Improvement Association of Alberta to complete forest fire fuel reduction projects on these lands while such funds, or similar grants, are available.

- 3) The Municipalities further agree that they will provide Services to one another on an informal basis as needed and when there is sufficient capacity to do so in the following areas and under the following terms:
 - a) The MD will endeavor to provide **Weed Inspection Services** to Waiparous when such service is requested by Waiparous and the MD has capacity. The Service will be provided by the MD's Agricultural Services Branch. The cost to Waiparous will be based on the time of an MD Agricultural Fieldman or other qualified person to undertake the weed inspection and prepare an inspection report, charged at the established hourly charge rate set out in MD's fee schedule bylaw in effect at the time of the service, as well as the

kilometre cost for the vehicle used during the inspection, again charged at the rate set out in MD's fee schedule bylaw.

- b) The MD may provide **Asphalt Spray Patching and Crack Sealing** to Waiparous when such service is requested by Waiparous and the MD has capacity. The Service will be provided by qualified MD employees using equipment owned by the MD. The cost of such Service will vary depending on the cost of asphalt patch material at the time of the request and the volume needed, and will consequently have to be estimated by the MD prior to agreement on Service delivery. The total cost paid by Waiparous will also include the cost of the employee(s) and equipment required to provide the service, at the rates set out in MD's fee schedule bylaw.
- c) Waiparous maintains the access road, **Willow Drive**, that leads to the west side of the Summer Village and to the Ghost Place Country Residential Subdivision in the MD. This road extends north from Highway 40 and is paved. Willow Drive has a branch that extends westward into the MD's subdivision at a point about 30 m north of Highway 40. Waiparous provides day-to-day maintenance, such as snow clearing, on Willow Road at no charge to the MD because Waiparous is providing the service to its residents anyway. The Parties hereto agree that whenever more significant maintenance, such as pavement patching, pothole repairs or an asphalt overlay, is needed on the short section that benefits both Municipalities, Waiparous will take the lead in organizing the maintenance and the MD will contribute to the costs on a 50:50 basis. Waiparous agrees that it will inform the MD prior to undertaking said maintenance except when that maintenance is urgent.
- d) The MD and Waiparous both agree that they will endeavor to include one another's ratepayers and residents when either municipality offers **Educational Services, Programs or Courses** to their own ratepayers or residents. Such education will typically focus on knowledge about living in a rural environment and might include topics such as: private water well construction and maintenance; private sewage system maintenance; FireSmart programs; proper trail construction practices; etc. Where such services are provided, the Municipalities agree that the cost charged to attend (if any) will be the same for members of both Municipalities.
- e) The MD and Waiparous also agree that they will endeavor to include one another when either municipality undertakes any **Emergency (Disaster) Response Training or an Emergency Exercise**. Where such training or exercises are undertaken, the Municipalities agree that the cost charged (if any) will be the same for members of both municipalities. Participation will be limited to Municipal employees or designated community volunteers.

F. MUNICIPAL SERVICES TO BE PROVIDED BY REGIONAL AGREEMENTS

- 1) The MD and Waiparous also work with other municipalities either adjacent to or within reasonable proximity to their respective municipal boundaries to provide municipal services to their ratepayers and residents. The following Services are being provided directly or indirectly through this mechanism:

- a) The Municipalities are both members of the Marigold Library System. Their participation is governed by “An Agreement by and between the parties comprising Marigold Library System”. The current version of the agreement is dated August 1, 2008. Through this agreement there is a book depository located in the Hamlet of Benchlands Fire Hall and residents of both Municipalities have access to the book depository.
- b) The Municipalities have both signed the “South Central (Alberta) Mutual Aid Agreement, as of January 1st, 2019”. Through this agreement the numerous regional partners, which include (but are not limited to) the Town of Cochrane and City of Calgary, agree to support one another with fire fighters, equipment, facility usage and other services in the event of a large-scale emergency or disaster.
- c) The Municipalities have additional arrangements with urban municipalities adjacent or in close proximity to their boundaries to provide other services. Both Municipalities agree these arrangements will remain independent of this Framework.

G. FUTURE PROJECTS AND AGREEMENTS

- 1) In the event that either municipality plans to initiate the development of a new project and/or service that would benefit from a cost-sharing agreement, the initiating municipality’s Chief Administrative Officer will first notify the other municipality's Chief Administrative Officer in writing, providing the rationale as to why that project or service would provide a benefit to both Municipalities.
- 2) The ICC will be the forum used to address and develop any cost sharing agreement that the Municipalities agree should result from the proposed new project or service.
- 3) Once either municipality has received written notice of the proposed new project or service, an ICC meeting must be held within thirty (30) calendar days of the date the written notice was received unless both Chief Administrative Officers agree otherwise.
- 4) An effort will be made by the ICC and the respective municipal Councils to deal with these new project or service proposals expeditiously, with the target of making a decision in three to six months of the initial request.
- 5) Unless there is a special urgency to developing the proposed project or service prior to the outcome of the above-described discussion process being known (e.g., a funding deadline or a risk to life or property), the initiating municipality will not commence project or service development until the outcomes of the ICC discussions and subsequent Council decisions are known.
- 6) In utilizing Section G of the Framework, the Municipalities recognize the objectives as being two-fold. First, the initiating municipality will know in advance of commencing development of the project or service whether or not the other municipality will participate, and can therefore

make better planning and funding decisions. Second, if the other municipality will participate, that decision will be made early enough in the process so that the second municipality can have input into the design of the project or service it will be contributing to before that design is finalized.

H. INDEMNITY

- 1) The Parties shall indemnify and hold harmless each other, including their employees and agents, from any and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of either Party, its employees or agents in the performance of this Framework.

I. DISPUTE RESOLUTION

- 1) The ICC will meet as necessary to attempt to resolve any disputes that may arise under this Framework. Said dispute may be one of interpretation, implementation or application of the Framework, or with respect to a contravention or alleged contravention of the Framework.
- 2) In the event the ICC is unable to resolve a dispute, the parties will follow the process outlined in Schedule "C", ICF Dispute Resolution Provisions, as attached to this Framework.

J. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities 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 Framework and/or any of its sub-agreements in accordance with their true intent.
- 2) **Assignment of Framework.** Neither municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by either municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the municipality for which it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked.
- 4) **Notices by Email.** As an alternative to the written notification procedure described above, particularly for the setting of meeting dates and agendas, notice may be provided by email sent between the two Chief Administrative Officers PROVIDED receipt of said email is

acknowledged by the receiving municipality's Chief Administrative Officer within twenty-four (24) hours of it being sent.

- 5) **Entire Framework.** This Framework and any referenced sub-agreements hereto constitute the entire Framework between the Municipalities relating to the subject matter contained within it, and supersede all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to the subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.
- 6) **Unenforceable Terms.** If any term, covenant or condition of this Framework or any sub-agreements referenced herein, or the application thereof, is invalid or unenforceable to any extent, the remainder of this Framework and the application thereof shall not be affected thereby, and each remaining term, covenant or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 7) **Amendments.** This Framework and any referenced sub-agreements may only be altered or amended in any of their provisions when any such changes are put in writing and approved by the Municipalities by either resolution or bylaw; that is, in a manner consistent with the way the respective municipality originally adopted the Framework or sub-agreement.
- 8) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality but each remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.
- 9) **No Waiver.** No consent or waiver, expressed or implied, by either municipality to or of any breach or default by the other municipality in the performance of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such municipality. Failure on the part of any municipality to complain of any act or failure to act of the other municipality or to declare such municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such municipality of its rights hereunder.
- 10) **Counterparts.** This Framework and any referenced sub-agreements may be executed in several counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their effective date.
- 11) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.

12) **Time.** Time will be of the essence for this Framework.

13) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

K. CORRESPONDENCE

1) Written notice under this Framework shall be addressed as follows:

a) In the case of the Municipal District of Bighorn, to:

The Municipal District of Bighorn No. 8
c/o Chief Administrative Officer
Box 310
Exshaw, Alberta, T0L 2C0

b) In the case of the Summer Village of Waiparous, to:

The Summer Village of Waiparous
c/o Chief Administrative Officer
Box 19554, RPO South Cranston
Calgary, Alberta, T3M 0V4

IN WITNESS WHEREOF the Municipalities have hereunto executed this Framework by the hands of their proper officers duly authorized in that regard.

Signed this 7th day of April, 2020 in _____, Alberta.

SUMMER VILLAGE OF WAIPAROUS

MUNICIPAL DISTRICT OF BIGHORN

Per:

Per:



Matt Sundal, Mayor



Dene Cooper-Reeve



Sherri Bureyko, C.A.O.



Robert Ellis, C.A.O.

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Box 19554, RPO South Cranston
Calgary, Alberta, T3M 0V4

IN WITNESS WHEREOF the Municipalities have hereunto executed this Framework by the hands of their proper officers duly authorized in that regard.

Signed this 7th day of April, 2020 in _____, Alberta.

SUMMER VILLAGE OF WAIPAROUS

MUNICIPAL DISTRICT OF BIGHORN

Per:

Per:

Matt Sundal, Mayor

Dene Cooper, Reeve

Sherri Bureyko, C.A.O.

Robert Ellis, C.A.O.

ATTACHED SCHEDULES:

SCHEDULE "A": Record of Council bylaws or resolutions adopting the Framework.

SCHEDULE "B": Agreement of the Parties that an IDP is not required under the provisions of Section 631(2) of the Municipal Government Act.

SCHEDULE "C": ICF Dispute Resolution Provisions

Schedule "A"

Record of Council Bylaws or Resolutions Adopting the Framework

Municipal District of Bighorn

This Intermunicipal Collaboration Framework was adopted by Council of the Municipal District of Bighorn at its Regular Council Meeting held on the 10th day of March, 2020, through Resolution No. 63/20:

“Moved by Councillor Butters that Council approve the Intermunicipal Collaboration Framework between the M.D. of Bighorn and the Summer Village of Waiparous.

CARRIED”

Summer Village of Waiparous

This Intermunicipal Collaboration Framework was adopted by Council of the Summer Village of Waiparous through Bylaw No. 144-20.

1st Reading given the 26th day of March, 2020

2nd Reading given the 26th day of March, 2020

3rd and Final Reading given the 26th day of March, 2020

Schedule "B"

Agreement Regarding Intermunicipal Development Plan (IDP)

Attached is a copy of the signed agreement between the Summer Village of Waiparous and the Municipal District of Bighorn, made pursuant to Section 631(2) of the Municipal Government Act, demonstrating that the two municipalities agree that an intermunicipal development plan is not required.

MEMORANDUM OF AGREEMENT

Between

THE MUNICIPAL DISTRICT OF BIGHORN (hereinafter referred to as “the M.D.”)

-and-

THE SUMMER VILLAGE OF WAIPAROUS (hereinafter referred to as “Waiparous”)

INTERMUNICIPAL DEVELOPMENT PLAN

WHEREAS, pursuant to Section 631(2) of the amended Municipal Government Act, Chapter M-26, RSA 2000 (“MGA”), municipalities are no longer required to adopt an intermunicipal development plan (“IDP”) with each other if they agree that they do not require one;

AND WHEREAS the M.D and Waiparous have previously petitioned the Minister of Municipal Affairs for an exemption from the earlier requirement to adopt an IDP, as mandated under the MGA (prior to its amendment by the Red Tape Reduction Implementation Act, Chapter 22, Statutes of Alberta 2019;

AND WHEREAS, in the aforementioned petition to the Minister, the two municipalities cited the following reasons for seeking an exemption:

- lack of any growth pressures for either municipality along the adjoining boundaries;
- historically, no intermunicipal planning disputes between the M.D. and the Summer Village;
- a significant part of the boundary between the two municipalities has topographical and riparian constraints, thus precluding development; and
- other parts of the boundary between the two municipalities involves Crown land;

NOW THEREFORE the Municipal Councils for the Municipal District of Bighorn and the Summer Village of Waiparous hereby agree as follows:

That the two municipalities do not require an Intermunicipal Development Plan.

IN WITNESS WHEREOF the municipalities have executed this Agreement on February 11, 2020.

MUNICIPAL DISTRICT OF BIGHORN

SUMMER VILLAGE OF WAIPAROUS


Dene Cooper, Reeve


Matt Sundal, Mayor


Robert Ellis, C.A.O.


Sherri Bureyko, C.A.O.

Schedule “C”

ICF Dispute Resolution Provisions

1. DEFINITIONS

1. In this Schedule,

- (a) “initiating party” means a party which gives notice under Section 2 of this Schedule.
- (b) “mediation” means a process involving a qualified 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 communications 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; the person or persons must have, as a minimum qualification, Alberta Arbitration and Mediation Society Level 2 accreditation.

2. NOTICE OF DISPUTE

- 2.1. When a party believes a dispute under the Framework cannot be resolved through discussion by the ICC and wishes to engage in dispute resolution, the party must give notice of the matters under dispute to the other party.

3. NEGOTIATION

- 3.1. Within fourteen (14) days after the notice is given under Section 2 of this Schedule, 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 to the dispute.

4. MEDIATION

- 4.1. If the dispute cannot be resolved through negotiations within forty-five (45) days of the notice being given, the representatives must appoint a mutually agreed to mediator to attempt to resolve the dispute by mediation.
- 4.2. If the Parties cannot agree upon a mediator within seven (7) days of election to mediate, either party may, by written notice to the other, request that the Arbitration and Mediation Society of Alberta select a Mediator whose qualifications are appropriate for the dispute to be mediated.

- 4.3. Each party must provide the mediator with an outline of the dispute and any agreed statements of fact.
- 4.4. The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.5. 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 the dispute.
- 4.6. All proceedings involving a mediator are without prejudice and, unless the parties agree otherwise, the cost of the mediator (including any remuneration, travel and lodging expenses associated with the mediation) must be shared equally (50/50) between the parties.

5. REPORT

- 5.1. If the dispute has not been resolved within three (3) months after the appointment of a mediator and the parties have not mutually agreed to extend the term of mediation, then the mediator shall, within twenty-one (21) days after the expiry of the aforementioned three months, prepare and provide to the parties a report which lists the matters that the parties have agreed on, and those on which there is no agreement between the parties.
- 5.2. Despite Sub-Section 5.1 of this Schedule, the mediator may prepare a report under Sub-Section 5.1 before the three months has elapsed if the parties reach agreement and resolve the dispute.

6. APPOINTMENT OF ARBITRATOR

- 6.1. Within fourteen (14) days of a report being provided under Section 5.1 of this Schedule, the representatives must appoint an arbitrator and the mediator must provide the arbitrator with a copy of the report.
- 6.2. If the representatives cannot agree upon an arbitrator, the initiating party must forward a copy of the report referred to in Section 5.1 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3. In appointing an arbitrator under Sub-Section 6.2, the Minister may place any conditions upon the arbitration process as the Minister deems necessary.

7. ARBITRATION PROCESS

7.1. Where an arbitration is used to resolve a dispute, the arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 2, Part 17.2 of the *Municipal Government Act*.

7.2. In addition to the arbitrator's powers under Sub-Section 7.1, the arbitrator may do the following:

- (a) require an amendment to a framework;
- (b) require any party to cease any activity that is inconsistent with a framework;
- (c) provide for how a party's bylaw or resolution must be amended to be consistent with the framework;
- (d) award any costs, fees, and disbursements incurred in the dispute resolution process and who bears those costs.

8. DEADLINE FOR RESOLVING DISPUTE

8.1. The arbitrator must resolve the dispute within six (6) months from the date the notice is given under Section 2 of this Schedule.

8.2. If an arbitration does not resolve the dispute within the time described in Sub-Section 8.1, 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 AWARD

9.1. Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an award as soon as possible after the conclusion of the arbitration proceedings.

9.2. The arbitrator's award must:

- (a) be in writing;
- (b) be signed and dated;
- (c) state the reasons on which it is based;
- (d) include the timelines for the implementation of the award;
- (e) specify all expenditures incurred in the arbitration process for payment under Section 708.41 of the *Municipal Government Act*.

9.3. The arbitrator must provide a copy of the award to each party.

9.4. If the award of an arbitrator under Sub-Section 9.2 is silent as to costs, a party may apply to the arbitrator within thirty (30) days of receiving the award for a separate award respecting costs.

10. COSTS OF ARBITRATOR

10.1. Subject to an award of the arbitrator or an agreement by the parties, and notwithstanding Sub-Section 7.2(d) above, the costs of an arbitrator's per-diems must be shared equally (50/50) between the parties.

* * * * *