

Moving Forward

Building Opportunities for Our Future

**Municipal District of Pincher Creek No. 9
and the Municipal District of Ranchland No. 66**

INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT





FORWARD

Municipal District of Pincher Creek No.9 and the Municipal District of Ranchland No. 66 share a common history. Both have distinct and similar municipal characteristics, and both are rural municipalities based upon building and maintaining core services including roads, bridges and airports which are designed to service an agricultural and resource-based economy. Together these same individual characteristics link them into a healthy and viable regional municipality.

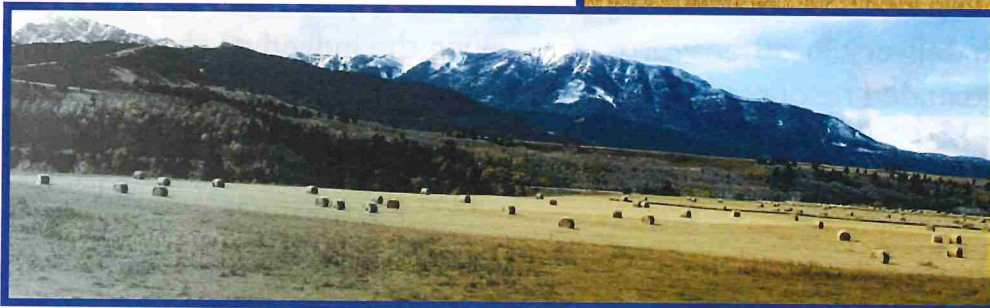
Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of “two municipalities – one purpose” describes the philosophy of the two Councils.

The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, the Municipal District of Ranchland and Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this Intermunicipal Collaboration Framework Agreement.



***The Municipal District
of Ranchland
and the
Municipal District
of Pincher Creek
share a common history
and foundation
based upon the
agriculture and the
oil and gas industry***



Goals of the Intermunicipal Collaboration Framework Agreement

The Intermunicipal Collaboration Framework has four main purposes:

- 1 . To meet the requirements of provincial legislation.
- 2 . To promote the principles of collaboration between neighboring municipalities with a common border.
- 3 . To ensure municipalities consult and communicate on intermunicipal matters.
- 4 . To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.

...and also to consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.

The ICF Agreement between the Municipal District of Pincher Creek and the Municipal District of Ranchland will:

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

Promote networks and linkages: Developing positive joint approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between both municipalities.

Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities is advantageous in providing choice and diversity.

Cooperation not Competition: Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation and therefore not direct competition with respect to setting municipal policy.

Foster an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

Commitment to Consultation and Cooperation – Consultation Protocol:

The fundamental basis of this agreement is communication and consultation and as such the two municipalities agree to consult on projects which have a regional impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and both agree to meet and work through matters as they arise. Where notification has been provided that a meeting is required it shall be first handled by the respective CAOs or their designate and if that does not resolve the concerns at hand it shall be dealt with by a committee from each council recognizing time may be of essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about

regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

Roles in Managing the Intermunicipal Collaboration Framework Agreement:

The Role of both Councils:

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to ensure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAOs will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of each Council. Disputes or disagreements between CAOs will be dealt with by a dispute resolution committee set up with members from each council.

The Role of Staff:

Staff at all levels will be responsible to ensure the principles of the agreement are carried out operationally. This means that staff will work cooperatively with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective CAO any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes among staff or municipal contractors between the municipalities will be dealt with by the CAOs.

The Framework Protocols

Development of an Intermunicipal Communication Protocol

Understanding that the success of this agreement is based upon respectful dialogue that both municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

1. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
 - a. Seek to understand
 - b. Avoid personal attacks either privately or publicly
 - c. Asking for clarification on policies adopted by the other municipality to ensure understanding
 - d. Address issues as being of a joint nature meant to be resolved together
 - e. Seek to maximize the benefits for both parties
2. The Protocol should seek to ingrain collaboration and cooperation in each municipal organization
 - a. Both organizations agree to ensure proper training takes place on intermunicipal collaboration following a municipal election
 - b. Both organizations agree to provide additional training as required following any change in elected officials or senior administration
3. The protocol should ensure that each municipality provides to the other information pertaining to:
 - a. Major capital projects which may impact the other municipality
 - b. Lobby efforts to higher levels of government with respect an issue which may impact regional services
 - c. Adopted strategic plans
 - d. Funding, aid or support to other organizations within the other municipality when requested
 - e. Ceremonies, celebrations, events of regional impact
 - f. Promotion of collaborative successes

Conflict Resolution

The municipalities recognized that the development of this agreement is the start – not the end – of the process. Recognizing that not all issues may be agreed upon the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

1. At the earliest opportunity and at the point closest to where the problems initiated the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
3. All matters of conflict should be resolved using a clear procedural pathway.
4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

Process

If a municipality believes an obligation under the agreement has been breached the matter should be immediately brought to the attention of their CAO. The CAO will investigate and if it appears as if a 'breach' of the agreement has occurred the matter will be immediately brought to the attention of the other municipality's CAO. Once that has occurred an effort to resolve the matter through informal problem-solving discussions is to be initiated.

If differences occur outside of an outright 'breach' of an agreement, which may include divergent expectations in the delivery of a joint service, variance on how the committee wishes to proceed on an issue or any circumstance which may impact or disrupt service delivery or relationships, an informal discussion between CAOs will be conducted.

If this does not resolve the issue an Intermunicipal Dispute Committee shall be appointed by both councils who will decide on and negotiate an effective solution.

If the subcommittee negotiation process is unsuccessful a mediated process is initiated using the services of a jointly agreed upon mediator with costs shared equally between municipalities. The mediator will be solely responsible for the governance of the mediation process.

If the process cannot be resolved through mediation the municipalities will select an arbitrator sharing all costs in doing so, and will have the matter resolved through the process defined by Section 708.35 of the Municipal Government Act. The arbitrator is governed by the principles of natural justice and fairness.

Inventory of Municipality Services

The following chart illustrates an inventory of municipal services available to ratepayers in each municipality. The inventory is a consideration of who provides a service, who has funded a service and where such services exist within the boundaries of a municipality. The services listed below are a representation of key services but it is not necessarily all services provided by each municipality. The services are utilized by the ratepayers of each municipality in one way or the other.

| Type Of Service | Mun | Inter Mun. | 3rd Party |
|----------------------------|-----|------------|-----------|
| Transportation | | | |
| Road Grading & Graveling | B | | |
| Road Calcium | PC | | B |
| Gravel Crushing | | | B |
| Road Construction | PC | | R |
| Culvert Installation | | | B |
| Bridge Maintenance | PC | | B |
| Drainage Maintenance | B | | B |
| Snow Plowing | B | | |
| Shop - Vehicle. Maint | B | | R |
| Bridge Inspection | | PC | R |
| Sign Installation & Maint | B | | |
| Paved Road Repairs | PC | | PC |
| Rural Addressing Signs | B | | |
| Airport Operation | PC | | |
| Recreation | | | |
| Skating Rinks | | PC | |
| Curling Rinks | | PC | |
| Shooting Ranges/Gun Club | PC | | |
| Riding Arenas | PC | | |
| Outdoor Rodeo Grounds | | | PC |
| Baseball Diamonds | | PC | |
| Golf Courses | | PC | |
| Indoor Athletic Fields | | | |
| Swimming Pools | | PC | |
| Outdoor Soccer Fields | | PC | |
| Tennis Courts | | PC | |
| Senior Centres | | PC | |
| Motocross Track | | PC | |
| Bowling Alleys | | PC | |
| Water Park | | PC | |
| Skateboard Park | | PC | |
| Gyms & Workout Centres | | PC | |
| Other Services | | | |
| | | | |
| ORRSC - Planning | B | PC | |
| Planning & Development | B | PC | |
| Economic Development | | PC | |
| Regional Waste Services | | PC | |
| General Administration | B | | |
| Adult Learning Assoc | | PC | |
| Southgrow Eco. Dev. | | B | |
| Alberta Southwest Alliance | | B | |
| Libraries | | | B |
| FCSS | | | B |
| Mosquito Creek Foundation | | | R |
| MD of Ranchland | | R | |
| MD of Pincher Creek | | PC | |
| Both | | B | |

**MD of
Ranchland = R**

**MD of Pincher
Creek = PC**

Both = B

Inventory of Municipality Services cont...

**MD of
Ranchland = R**

**MD of Pincher
Creek = PC**

Both = B

Service marked Intermunicipal Agreement only indicates that the service is provided through such an agreement. The agreement is not necessarily between the MD of Pincher Creek and the MD of Ranchland.

Service marked 3rd Party indicates the service is provided by an outside agency or organization and is normally a paid professional service.

| Type Of Service | Mun | Inter Mun. | 3rd Party |
|---|-----|------------|-----------|
| Water | | | |
| Water Treatment | PC | | |
| Water Distribution | PC | | |
| Service Installs | PC | | |
| Meter Reading | PC | | |
| Utility Billing | PC | | |
| Truck Fill Station | PC | | |
| Waste Water | | | |
| Certified Operators | PC | | |
| WW Collection System | PC | | |
| Lagoons | PC | | |
| Irrigation of Effluent | PC | | |
| Installation of Utilities | | | B |
| Recycling & Waste Management | | | |
| Landfill | | PC | R |
| Collection | | PC | R |
| Recycling | | PC | |
| Ag Services & Parks | | | |
| Tree Planting | | | B |
| Tree Spraying | | | B |
| Tree Pruning | | | B |
| Mowing | B | | |
| Weed Identification | B | B | |
| Weed Act Enforcement | B | | |
| Weed Spraying | B | B | |
| Raw Water Irrigation | | | |
| Cemetery Maintenance | | PC | |
| Pest Control | B | | |
| Park Maintenance | PC | | |
| Sprinkler Installation | | | PC |
| Equip. Maintenance | B | | |
| Equipment Rentals | B | | |
| Building Maintenance | B | | |
| Park Operations | PC | | |
| Campground Operation | PC | | |
| Municipality Halls | B | | |
| Museums | | PC | |
| Visitor Centre | | | |
| Playgrounds | PC | | |
| Emergency Services | | | |
| EMS Coordination | | PC | |
| Fire Department | | B | |
| Peace Officer | | PC | |
| OH&S Code Officer | B | | |
| OH&S Code Inspections | | | B |
| Disaster Management | | B | |
| Mutual Aid Agreements | | B | |
| Building Code Inspections | | R | PC |

- FCSS - Town of Nanton/Willow Creek for Ranchland, Town of PC for MD of PC
- Both Municipalities pay into Chinook Regional Library System
- Mosquito Creek Foundation/ PC Foundation - Seniors Requisition
- Use Readon Roads for our Road Calcium
- Gravel Crushing - tendered
- ** Bridge Inspections will become a sale of service from MD of PC to Ranchland

ICF Agreement – Statutory Provisions

Amendments to the Municipal Government Act have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

Emergency Services

The Municipal District of Ranchland and the Municipal District of Pincher Creek will enter into a Mutual Aid Agreement specific to providing mutual fire protection services. Opportunities exist for further development of Disaster Management interoperability for the purpose of providing assistance during disaster events within both communities.

List of other joint services including fire agreements, disaster management agreements etc.

- *Southern Alberta Emergency Management Resource Sharing Agreement*

Solid Waste

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of solid waste.

Transportation

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of transportation.

Recreation

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of recreation.

Water

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of water services.

Waste Water

No agreements exist or are currently required between Municipal District of Ranchland and the Municipal District of Pincher Creek in the area of waste water.

Other

The Municipalities jointly are provided planning services from the Oldman River Regional Services Commission.

The Municipalities agree to collaboratively share responsibilities regarding invasive weeds as per the *Weed Control Act* and Regulations. Once weeds are identified and inventoried within the recognized IDP Boundary of our Municipalities, and a plan of action determined, this information will be shared from one Agricultural Services Board to the other.

The Municipalities agree to collaboratively share responsibilities regarding agricultural pests as per the *Agricultural Pests Act*. Through their respective Agricultural Service Boards, both municipalities will identify and agree upon a management strategy in the event an agricultural pest infestation is identified within the recognized IDP boundaries of our Municipalities.

The Municipalities agree to collaboratively share responsibilities regarding assisting the control of animal disease as per the *Animal Health Act*. In the event that a disease outbreak occurs, both municipalities will respond and support the event through the provision of manpower, equipment and other resources. Via their respective Agricultural Service Boards, both municipalities will work collaboratively with the Canadian Food Inspection Agency to support the management of any reportable disease should an outbreak occur.

Intermunicipal Development Plan

As a requirement under Sections 631 and 692 of the *Municipal Government Act*, RSA 2000, an Intermunicipal Development Plan was adopted by separate bylaws between The Municipal District of Ranchland No. 66 and the Municipal District of Pincher Creek No. 9. The Municipal District of Pincher Creek and the Municipal District of Ranchland Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

Municipal District of Pincher Creek adopted Bylaw No. 1311-19 on November 12, 2019.

The Municipal District of Ranchland adopted Bylaw No. 2019-04 on October 22, 2019.

Attachments to this Agreement

Attached to this agreement is the current Municipal District of Ranchland and the Municipal District of Pincher Creek Intermunicipal Development Plan as well as the agreements aforementioned within this document.

Commitment to Collaboration

The Municipal District of Ranchland and Municipal District of Pincher Creek acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honour all applicable legislation with respect Intermunicipal collaboration within the Province of Alberta.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of

the 25 day of February, 2020 . (MD of Pincher Creek No. 9)

the 18th day of February, 2020 . (MD of Ranchland No. 66)


FOR MUNICIPAL DISTRICT OF PINCHER CREEK No 9

FOR THE MUNICIPAL DISTRICT OF RANCHLAND No. 66

PER:


REEVE

PER:


REEVE

PER:


CAO

PER:


Deb Welsh
CAO



Schedule of Attachments

- 1** *Index*
- 2** *1311-19 Intermunicipal Development Plan*
- 3** *08-013 Emergency Management Agency*

** any updates or revision statements of the agreements will appear at the end of each section.*

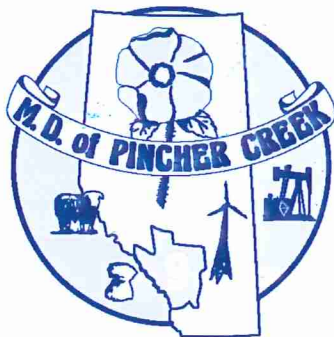
Municipal District
of Pincher Creek No. 9
&
Municipal District
of Ranchland No. 66

**Intermunicipal
Development Plan**

Bylaw No. 1311-19 & Bylaw No. 2019-04

September 2019





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Prepared for the Municipal District of Pincher Creek No. 9 and Municipal District of Ranchland No. 66

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APPENDIX A | MAPS

Municipal District of Pincher Creek No. 9 & Municipal District of Ranchland No. 66

Intermunicipal Development Plan

1 | INTRODUCTION

1.1 Purpose of the Plan

The purpose of the Municipal District of Pincher Creek No. 9 (MD of Pincher Creek) and Municipal District of Ranchland No. 66 (MD of Ranchland) Intermunicipal Development Plan (IDP or the Plan) is to foster ongoing collaboration and cooperation regarding planning matters and issues of mutual interest and address and clarify land use expectations within the agreed upon intermunicipal development plan area (Plan Area).

This IDP serves as a planning tool providing guidance to decision-makers through the agreed upon planning policies that apply to the land within the Plan Area. The IDP contains policy that is to be used as a framework for working cooperatively, communicating and making decisions in each municipality. Each municipality is ultimately responsible for making decisions within their own municipal jurisdiction.

The intended goals of the IDP are:

- To promote consultation, coordination and cooperation regarding planning matters of joint interest within the Plan Area.
- To provide a framework for addressing land use concerns with regard to joint planning matters within the Plan Area.
- To provide a clear policy framework that serves to guide future planning decisions for land located within the Plan Area, affording enhanced coordination of development within the Plan Area.

The preparation and implementation of an IDP can result in many benefits to both municipalities including, but not limited to, the following:

- To establish an approach to identify possible joint ventures for infrastructure and service sharing to promote efficient planning and potential delivery of services.
- To reinforce and protect each municipality's development philosophies and goals while minimizing the potential for future intermunicipal conflict.
- To provide policy addressing plan administration, amendment and dispute resolution procedures.

1.2 Plan Preparation and Shared Values

The formation of the Plan was guided by the IDP Review Committee which was composed of two Council members from each municipality. Senior administration and ORRSC Planners from both municipalities were also involved throughout the process as technical advisors. With respect to committee decision making, both parties agreed at the outset of the process that their chosen decision-making model would be based on reaching consensus on the issues discussed.

A background analysis was undertaken which served as the foundation from which both municipalities could review the existing land use conditions and determine the relevant issues, goals and objectives. Through thoughtful discussion, it was determined that a series of fundamental shared values would inform and guide the document. These values are the foundation from which the policy of the IDP has been developed and will inform municipal decision making going forward in the Plan Area. The shared values include:

- Shared Stewardship
- Protecting the Watershed – both surface and groundwater resources
- Supporting a Healthy Agricultural Economy

A draft document was prepared with input from the IDP Review Committee and presented to each municipal Council for review prior to consultation with affected landowners, stakeholders and the general public. Upon completing the consultation phase, a refined document was prepared and a final draft forwarded to each Council for approval through the bylaw process. As required by the *Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended (MGA)*, separate public hearings were held by each Council and subsequent to the public hearings, the IDP was adopted by each municipality.

1.3 Municipal Profiles

Municipal District of Pincher Creek No. 9

The Municipal District of Pincher Creek covers an area of approximately 352,000 hectares (869,000 acres) with a 2018 population of 2,965 (Alberta Municipal Affairs, 2018). The MD surrounds two urban municipalities, contains five hamlets, and is bordered by three rural municipalities, a specialized municipality, national park and a First Nations. The economy of the MD is largely agricultural, with ranching predominant in the eastern slopes. Alternative energy developments, particularly wind turbine development has been locating in the municipality in the past several decades. The MD is home to the Oldman Dam and Reservoir, an on-stream storage facility operated by the Government of Alberta.

Municipal District of Ranchland No. 66

The Municipal District of Ranchland covers an area of approximately 250,000 hectares (617,763 acres) with a 2018 population of 92 (Alberta Municipal Affairs, 2018). The MD of Ranchland contains no designated Urban Areas, but rather encompasses vast lands of forest reserve, protected areas and open rangeland that are intended to be used for agricultural purposes and conservation. The MD of Ranchland is bordered by three rural municipalities, one improvement district and the Municipality of Crowsnest Pass.

1.4 Legislative Requirements

This Plan has been prepared in accordance with the requirements of the *MGA*, and complies with the South Saskatchewan Regional Plan (SSRP).

Specifically the *MGA* requires:

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.*

631(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.*

The South Saskatchewan Regional Plan came into effect September 1, 2014. The SSRP uses a cumulative effects management approach to set policy direction for municipalities to achieve environmental, economic and social outcomes within the South Saskatchewan Region through 2024. Pursuant to section 13 of the *Alberta Land Stewardship Act (ALSA)*, regional plans are legislative instruments. The SSRP has four key parts including the Introduction, Strategic Plan, Implementation Plan and Regulatory Details Plan. Pursuant to section 15(1) of *ALSA*, the Regulatory Details of the SSRP are enforceable as law and bind the Crown, decision-makers, local governments and all other persons while the remaining portions are statements of policy to inform and are not intended to have binding legal effect.

The Regional Plan is guided by the vision, outcomes and intended directions set by the Strategic Plan portion of the SSRP while the Implementation Plan establishes the objectives and the strategies that will be implemented to achieve the regional vision. As part of the Implementation Plan, Section 8: Community Development includes guidance regarding Planning Cooperation and Integration between municipalities with the intention to foster cooperation and coordination between neighbouring municipalities and between municipalities and provincial departments, boards and agencies. Section 8 contains the following broad objectives and strategies.

Objectives

- *Cooperation and coordination are fostered among all land use planners and decision-makers involved in preparing and implementing land plans and strategies.*
- *Knowledge sharing among communities is encouraged to promote the use of planning tools and the principles of efficient use of land to address community development in the region.*

Strategies

- 8.1** *Work together to achieve the shared environmental, economic, and social outcomes in the South Saskatchewan Regional Plan and minimize negative environmental cumulative effects.*
- 8.2** *Address common planning issues, especially where valued natural features and historic resources are of interest to more than one stakeholder and where the possible effect of development transcends jurisdictional boundaries.*
- 8.3** *Coordinate and work with each other in their respective planning activities (such as in the development of plan and policies) and development approval process to address issues of mutual interest.*
- 8.4** *Work together to anticipate, plan and set aside adequate land with the physical infrastructure and services required to accommodate future population growth and accompanying community development needs.*
- 8.5** *Build awareness regarding the application of land-use planning tools that reduce the impact of residential, commercial and industrial developments on the land, including approaches and best practices for promoting the efficient use of private and public lands.*
- 8.6** *Pursue joint use agreements, regional services commissions and any other joint cooperative arrangements that contribute specifically to intermunicipal land use planning.*
- 8.7** *Consider the value of intermunicipal development planning to address land use on fringe areas, airport vicinity protection plan or other areas of mutual interest.*

8.8 *Coordinate land use planning activities with First Nations, irrigation districts, school boards, health authorities and other agencies on areas of mutual interest.*

The above strategies were considered by both municipalities when developing policy within this IDP and will be considered when rendering land use decisions pertaining to development within the Plan Area. Other strategies contained in the SSRP should be considered in the context of each municipality's Municipal Development Plan, Land Use Bylaw or through policies found within the IDP.

2 | PLAN AREA

2.1 Study Area Analysis

Given the vast size of the municipalities, in order to focus on the border area and potential impacts, a series of maps was developed, with emphasis on the area approximately 1.6 km (1 mile) on each side of the shared border. The purpose was to identify opportunities and constraints which may affect land use planning as well as influences beyond the 1.6 km (1 mile) area of the shared border.

The following features were displayed on the maps and considered by the IDP Review Committee:

- Residences and Urban Areas
- Transportation Corridors
- Land Use and Natural Characteristics
- Agricultural uses and Confined Feeding Operations (CFOs)
- Surface Materials Extraction and Energy Development
- Natural Environment and Water
- Environmentally Significant Areas (ESAs)
- Historical Resource Value (HRV) Sites

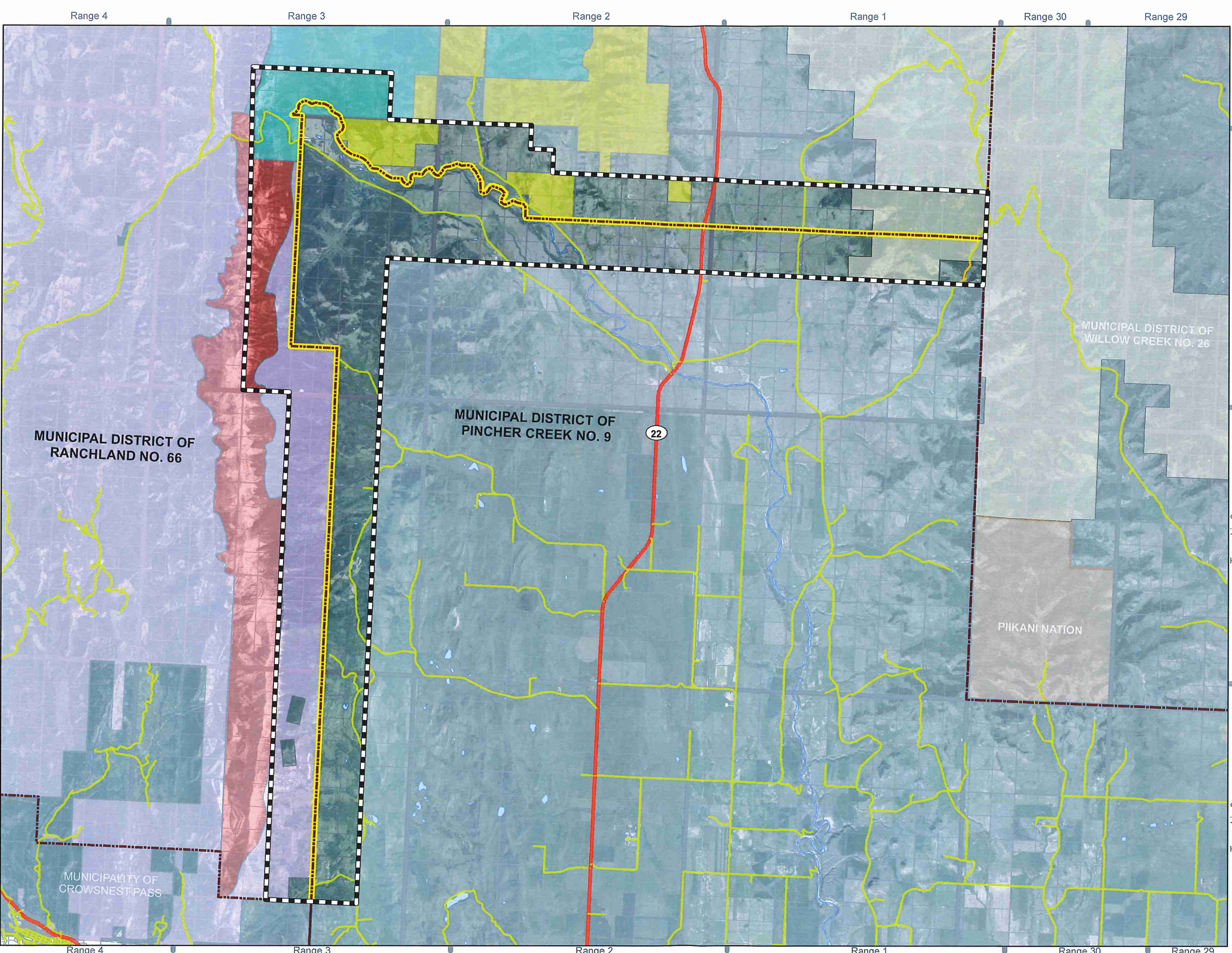
After consideration of social, economic and physical features listed below, it was determined that a Plan Area of approximately 1.6 km (1 mile) on each side of the municipal boundary was adequate (refer to Map 1 for illustration of the Plan Area).

2.2 Key Characteristics of the Plan Area

The MD of Pincher Creek and MD of Ranchland Intermunicipal Plan Area encompasses approximately 19,015 hectares (46,986 acres). Key characteristics of the Plan Area include the following, some of which are illustrated on Maps 2-4 in Appendix A.

Land Use and Residential Development

- Agriculture is the primary land use of the area, with a mix of agricultural operations including farming and ranching. There are no confined feeding operations located within the Plan Area.
- A significant amount of land within the Plan Area is under control and ownership of the Province of Alberta.
- The Livingstone Public Land Use Zone (PLUZ), Bob Creek Wildland, and Black Creek Heritage Rangeland encompass a significant portion of land within the Plan Area.
- Few residences, approximately 14 dwellings, are located within the Plan Area boundary and no hamlets or other urban municipalities exist.



Municipal District of Pincher Creek and Municipal District of Ranchland Intermunicipal Development Plan

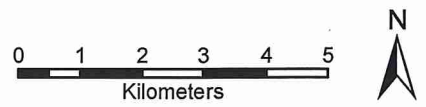
Plan Area Boundary Map 1

- Plan Area Boundary
- M.D. of Pincher Creek/M.D. of Ranchland Border
- Waterbodies
- Provincial Highway
- Municipal Roads
- Private Roads (No Road Plan)
- Black Creek Heritage Rangeland¹
- Bob Creek Wildland Provincial Park¹
- Livingstone Public Land Use Zone²
- Porcupine Hills Public Land Use Zone²
- Livingstone Range Wildland Provincial Park (Proposed)²

Source:
¹ Altalis, March 2018
² Alberta Environment and Parks
Government of Alberta, October 2018

Aerial Photo Date: 2015

Municipal District of Pincher Creek
(Bylaw No. ____) &
Municipal District of Ranchland
(Bylaw No. ____)



- The land in the eastern slopes of the Rockies has been the focus of conservation groups and conservation easements have been registered on lands within the Plan Area.

Transportation Infrastructure

- Road infrastructure is limited due to the mountain range that runs north and south close to the border between the two municipalities.
- Highway 22 runs north and south and connects the two municipalities.
- Several municipal roads travel to the west of Highway 22 towards the Bob Creek Wildland Provincial Park. Two municipal roads are situated east of Highway 22 and provide access north into the MD of Ranchland, with one containing a portion of a private road in the MD of Pincher Creek which crosses the border and travels into the MD of Willow Creek.

Natural Environment and Historic Resources

- Within the Plan Area, the mountains and valleys form the headwaters of many of the Province's major rivers, which are provincially significant and an important natural resource.
- Portions of the Livingstone Range Public Land Use Zone (PLUZ) and the Porcupine Hills PLUZ are found within the Plan Area, which are managed by the Province.
- The majority of the land is identified as environmentally significant.
- Almost all of the land has the potential to contain historic resources, either archaeological or paleontological, and the DU Ranch Cabin is located within in the MD of Pincher Creek.

Natural Resource Extraction and Energy Development

- The lower slopes and valley bottoms consist of gravely alluvial material associated with watercourses. Sand and gravel potential has been confirmed along the Oldman River with the majority of the deposits located in the MD of Pincher Creek.
- Several oil and gas pipelines connect the municipalities and both active and abandoned gas wells are located within the Plan Area.
- A 500 KV transmission line is located in the southerly portion of the Plan Area near the border of the Municipality of Crowsnest Pass and runs through the northern portion of the Plan Area. A 69 KV line is also located east of Highway 22 within the MD of Pincher Creek.
- Renewable energy projects, wind or solar, are not currently located within the Plan Area.

Soil Characteristics

- The Canada Land Inventory (CLI) indicates moderate to severe crop limitations for most of the land.
- Soil classes 1 through 7 are present, resulting in a diversity of agricultural practices.

3 | POLICIES

The policies contained in this Plan are intended to provide direction to the MD of Pincher Creek and Municipal District of Ranchland Councils, subdivision and development authorities and administrations to manage the lands contained within the Plan Area. The policies of this Plan apply to all land within the Plan Area boundary delineated in Map 1.

3.1 General

INTENT

To provide administrative policies within the Plan Area which foster intermunicipal communication, consultation and cooperation.

POLICIES

- 3.1.1 The MD of Pincher Creek and MD of Ranchland will strive to engage in effective dialogue when considering land use, while maintaining jurisdiction on lands within their own boundaries.
- 3.1.2 The municipalities will continue to build partnerships and foster a collaborative relationship with the adjacent municipality to promote regional interests, where deemed appropriate, including the support of mutually beneficial service agreements and shared environmental, economic and social outcomes.
- 3.1.3 Both municipalities agree to jointly discuss ways to cooperate with provincial and federal agencies and utility providers to help facilitate the efficient delivery of infrastructure and services that are of a mutual benefit.
- 3.1.4 The MD of Pincher Creek and MD of Ranchland will strive, to the best of their ability and knowledge, to refer notices of government projects to each other.
- 3.1.5 Both municipalities shall share with each other the results of all publicly available technical analyses required by a Subdivision and Development Authority as part of an application, where there is the potential for impacts on lands and bodies of water.
- 3.1.6 Both municipalities will endeavor to work together with conservation organizations and government agencies on lands within the Plan Area containing conservation easements that may impact critical infrastructure.

3.2 Land Use

INTENT

To provide policies on land use within the Plan Area which reflect the development philosophies of both municipalities.

POLICIES

Agriculture

- 3.2.1 Agriculture will continue to be the predominant land use in the Plan Area. The impact on agricultural uses should be a consideration when determining suitability of non-agricultural land uses in the Plan Area.
- 3.2.2 Both municipalities will strive to work cooperatively to encourage good neighbour agricultural practices, such as dust, weed and insect control, through best management practices and Alberta Agriculture guidelines.
- 3.2.3 If disputes or complaints in either municipality arise between ratepayers and agricultural operators, the municipality receiving the complaint will direct the affected parties to the appropriate agency, government department or municipality for consultation or resolution wherever necessary.

Confined Feeding Operations (CFOs)

- 3.2.4 If either the MD of Pincher Creek or MD of Ranchland are in receipt of a notice of application from the Natural Resources Conservation Board for new or expanded CFOs, they will forward a copy of the notification to the other municipality.

Resource Extraction

- 3.2.5 The municipalities will consider the effects of visual intrusion, dust, noise, traffic, and air and water pollution when evaluating applications for new gravel pits, or other extractive activities, where they maintain jurisdiction.
- 3.2.6 Either municipality may require an agreement regarding the construction, repair, and maintenance of any municipal roads which may be impacted by resource development when the development requires access to come from the other municipality's road.
- 3.2.7 If either the MD of Pincher Creek or MD of Ranchland are in receipt of a notice or application for a new or expanded public or privately owned gravel pit, they will forward a copy of the notice to the other municipality.

Industry and Energy Development

- 3.2.8 The municipalities may consider the location of renewable energy developments and other industrial development where compatible with existing land uses and each municipality's planning documents.

Utilities / Telecommunications Towers

- 3.2.9 When providing comments to provincial and federal departments regarding utility development, the MD of Pincher Creek and MD of Ranchland will request that consideration be given to the establishment of utility corridors with multiple users.
- 3.2.10 Where there is an application for a new, expanded or retrofitted telecommunications tower within the Plan Area, the MD of Pincher Creek and MD of Ranchland will notify the other municipality to seek their comments.
- 3.2.11 It is the preference of both municipalities that co-location of telecommunication facilities be undertaken where technically feasible.

3.3 Transportation and Road Networks

INTENT

The two municipalities are connected via Highway 22, as well as local roads including the Maycroft Road, Bob Creek Road, Heath Creek Road, North Burmis Road and West Sharples Road. It is important that the municipalities take into consideration the impact of development on municipal and provincial road infrastructure.

POLICIES

- 3.3.1 Both municipalities agree to consult and work with Alberta Transportation regarding the implementation of this Plan and, at the time of subdivision and development, consider how development may impact Highway 22, as applicable.
- 3.3.2 When required by Alberta Transportation, developers shall conduct traffic studies with respect to the impact and access on the Highway. Any upgrading identified by a traffic study conducted by a developer with respect to the Highway shall be implemented by the developer at its sole cost and to the satisfaction of Alberta Transportation.
- 3.3.3 The municipalities should endeavor to maintain open dialogue with Alberta Transportation regarding Highway 22, including any changes to the highway that may have important impacts on the municipalities.

- 3.3.4 Current agreements are in place regarding the maintenance and upkeep of the local roads connecting the municipalities. The municipalities will continue to work together regarding these roads and will negotiate road use agreements as necessary.
- 3.3.5 Both municipalities should engage with the Municipal District of Willow Creek and the Government of Alberta regarding future access and maintenance of the privately owned portion of the Beaver Creek/Heath Creek road.

3.4 Natural Environment

INTENT

Both municipalities recognize the connection between the natural environment and quality of life and strive to protect, preserve and enhance natural systems and environmentally significant areas.

POLICIES

- 3.4.1 When making land use decisions, each municipality will:
- a) utilize and incorporate measures which minimize possible impacts to important water resources;
 - b) determine appropriate land use patterns in the vicinity of significant water resources and other water features;
 - c) establish appropriate setbacks to maintain water quality, flood water conveyance and storage, bank stability and habitat.
- 3.4.2 Lands that have been identified that may contain an environmentally significant site may be required to conduct an environmental impact assessment (EIA) and the proponent should contact Alberta Environment and Parks.
- 3.4.3 Lands that have been identified that may contain a historic resource may be required to conduct a historical resource impact assessment (HRIA) and the proponent should consult the *Historical Resources Act* and Alberta Culture and Tourism.
- 3.4.4 Both municipalities should consider the provincial Water for Life Strategy and Wetland Policy when making land use decisions with the goal of sustaining environment and economic benefits.

3.5 Interpretation

INTENT

To ensure the policies and language within this Plan are communicated in the proper context to ensure the intent of the Plan is as clear and concise as possible.

POLICIES

- 3.5.1 Unless otherwise required by the context, words used in the present tense include the future tense, words used in the singular include the plural, and the word person includes a corporation as well as an individual. Unless otherwise stipulated, the *Interpretation Act, Chapter 1-8, RSA 2000* as amended, shall be used in the interpretation of this bylaw. Words have the same meaning whether they are capitalized or not.
- 3.5.2 All references to a specific agency, body, or department were accurate at the time of writing. It is understood that agency, body and department names change from time to time. All references throughout the Plan shall therefore be considered to be applicable to the relevant agency, body or department.
- 3.5.3 The geographical or relative boundaries or any variable presented on the maps contained in this Plan, with the exception of the boundaries of the Plan Area, shall be interpreted as a rough approximation and not an accurate depiction of its actual or full extension.

4 | PLAN ADMINISTRATION & IMPLEMENTATION

4.1 Intermunicipal Development Plan Committee Policies

INTENT

The implementation of this Plan is intended to be an ongoing process to ensure it is maintained and remains applicable. An Intermunicipal Development Plan Committee with joint representation will ensure continued dialogue and cooperation, as the purpose of this committee is to promote active cooperation and conflict resolution through a consensus-based approach.

POLICIES

- 4.1.1 For the purposes of administering and monitoring the IDP, the MD of Pincher Creek and the MD of Ranchland establish the Intermunicipal Development Plan Committee (the Committee).
- 4.1.2 Both Councils agree the Intermunicipal Development Plan Committee will be an advisory body and may make comments or recommendations to the MD of Pincher Creek and MD of Ranchland. In its advisory capacity, the Committee does not have decision making authority or powers with respect to planning matters in either municipality.
- 4.1.3 The Committee will be comprised of two (2) members of Council from both the MD of Pincher Creek and MD of Ranchland. Each municipality may appoint an alternate Committee member in the event a regular member cannot attend a scheduled meeting. Alternate Committee members shall have standing. Quorum shall consist of four (4) voting members.
- 4.1.4 Members of the Committee shall be appointed by their respective Councils at the Organizational Meeting. If a Council wishes to appoint a new member to the Committee (including the alternate), they must do so by motion of Council at a regular Council meeting. The municipalities shall notify one another upon appointing members and alternate members to the Committee.
- 4.1.5 The municipalities agree that the purpose of the Committee is to:
 - a) provide a forum for discussion of land use matters within the Plan Area,
 - b) provide recommendation(s) for proposed amendments to the Plan,
 - c) discuss and address issues regarding Plan implementation,
 - d) review and provide comment on referrals under section 4.2 and any other matters referred to the Committee,
 - e) provide recommendation(s) regarding intermunicipal issues in an effort to avoid a dispute, and

- f) provide a forum for discussion of any other matter of joint interest identified by either municipality.
- 4.1.6 Meetings of the Committee may be held at the request of either municipality to discuss land use or other planning matters, dispute resolution, or any other matter of intermunicipal importance. Additionally, any matter in Section 4.2 may be referred by either municipality to the Committee for comment prior to a decision being rendered.
- 4.1.7 A municipality may call a meeting of the Committee at any time upon not less than five (5) days' notice of the meeting being given to all members of the Committee and support personnel, stating the date, the time, purpose and the place of the proposed meeting. The five (5) days' notice may be waived with $\frac{3}{4}$ of the Committee members' agreement noted.
- 4.1.8 The municipality that called the meeting of the Committee shall host and chair the meeting and is responsible for preparing and distributing agendas and minutes.
- 4.1.9 At least one (1) member of each municipality's administrative staff shall attend each meeting in the capacity of technical, non-voting advisor.
- 4.1.10 Any changes to the Committee format, composition, roles, responsibilities or any aspect of its existence or operation may be requested by either municipality.
- 4.1.11 Where a matter has been referred to the Committee and a resolution cannot be found, the Dispute Resolution process in Section 5 of this Plan should be adhered to.

4.2 Referral Policies

INTENT

To establish a process for consistent and transparent sharing of information necessary to make decisions in accordance with the intent of the Plan.

POLICIES

General

- 4.2.1 Where an intermunicipal referral is required by the *MGA* or the policies contained in this Plan, both municipalities agree to share mailing address and property ownership information for circulation purposes with the adjacent municipality and, where applicable, the municipality's processing agency.
- 4.2.2 Where a plan or bylaw, including amendments, or application, requires notifications to be sent to a municipality that is external to this IDP, the referring municipality shall follow the

referral requirements outlined in the *MGA*, and where applicable, those contained in a relevant Intermunicipal Development Plan.

- 4.2.3 Administrative staff or representatives for the MD of Pincher Creek and MD of Ranchland are encouraged to discuss with one another forthcoming Statutory Plans and Land Use Bylaws, including amendments, which may impact the Plan Area.
- 4.2.4 Administrative staff or representatives for the MD of Pincher Creek and MD of Ranchland are encouraged to discuss with one another forthcoming subdivision and development applications that may impact lands within the Plan Area.
- 4.2.5 The municipalities are encouraged to refer to each other for comment major land use or planning matters that have the potential to impact the other jurisdiction, even if it involves lands that may not be located within the Plan Area.

Municipal Development Plans

- 4.2.6 A newly proposed MD of Ranchland Municipal Development Plan or amendment shall be referred to the MD of Pincher Creek for comment prior to a public hearing.
- 4.2.7 A newly proposed MD of Pincher Creek Municipal Development Plan or amendment shall be referred to MD of Ranchland for comment prior to a public hearing.

Other Statutory Plans

- 4.2.8 A newly proposed MD of Ranchland statutory plan (excluding a Municipal Development Plan) or amendment that will have an impact on the Plan Area shall be referred to the MD of Pincher Creek for comment prior to a public hearing.
- 4.2.9 A newly proposed MD of Pincher Creek statutory plan (excluding a Municipal Development Plan) or amendment that will have an impact on the Plan Area shall be referred to the MD of Ranchland for comment prior to a public hearing.

Land Use Bylaws

- 4.2.10 All Land Use Bylaw amendments in the MD of Ranchland that affect lands in the Plan Area shall be referred to the MD of Pincher Creek for comment prior to a public hearing.
- 4.2.11 All Land Use Bylaw amendments in the MD of Pincher Creek that affect lands in the Plan Area shall be referred to MD of Ranchland for comment prior to a public hearing.
- 4.2.12 All redesignation applications affecting the Plan Area shall be referred to the other municipality for comment prior to a public hearing.

- 4.2.13 A newly proposed Land Use Bylaw from either municipality shall be referred to the other for comment prior to a public hearing.

Design Concepts

- 4.2.14 All design concepts in support of a subdivision or development in the MD of Ranchland that will affect lands in the Plan Area shall be referred to the MD of Pincher Creek for comment prior to Council resolution.
- 4.2.15 All design concepts in support of a subdivision or development in the MD of Pincher Creek that will affect lands in the Plan Area shall be referred to the MD of Ranchland for comment prior to Council resolution.

Subdivision and Development

- 4.2.16 All subdivision applications for lands within the Plan Area shall be referred to the other municipality for comment prior to a decision being rendered.
- 4.2.17 The MD of Ranchland shall refer all discretionary use development applications within the Plan Area to the MD of Pincher Creek for comment prior to a decision being rendered.
- 4.2.18 The MD of Pincher Creek shall refer all discretionary use development applications within the Plan Area to the MD of Ranchland for comment prior to a decision being rendered.

Response Timelines

- 4.2.19 The responding municipality shall, from the date of mailing, have the following timelines to review and provide comment on intermunicipal referrals:
- a) 15 calendar days for all development applications,
 - b) 19 calendar days for subdivision applications, and
 - c) 30 calendar days for all other intermunicipal referrals.
- 4.2.20 In the event that either municipality or the Committee does not reply within, or request an extension by, the response time for intermunicipal referrals stipulated in this Section, it is presumed that the responding municipality and/or Committee has no comment or objection to the referred planning application or matter.

Consideration of Responses

- 4.2.21 Comments from the responding municipality and/or the Committee regarding proposed Municipal Development Plans, other statutory plans, and Land Use Bylaws, or amendments to any of those documents, shall be considered by the municipality in which the application is being proposed, prior to a decision being rendered.

- 4.2.22 Comments from the responding municipality and/or the Committee regarding subdivision and development applications shall be considered by the municipality in which the application is being proposed, prior to a decision being rendered on the application.

4.3 Plan Validity and Amendment Policies

INTENT

This Plan may require amendments from time to time to accommodate unforeseen situations, and to keep the Plan relevant.

POLICIES

- 4.3.1 This Plan comes into effect on the date it is adopted by both municipalities.
- 4.3.2 Amendments shall be adopted by both Councils using the procedures outlined in the *MGA*. No amendment shall come into force until such time as both municipalities adopt the amending bylaw.
- 4.3.3 Applications for amendments to this Plan by parties other than the MD of Pincher Creek and the MD of Ranchland (e.g. landowners and developers) shall be made to both municipalities along with the applicable fee as established by each municipality for processing amendments to a statutory plan.
- 4.3.4 Administrative staff should review the policies of the Plan annually and discuss land use matters, issues and concerns on an on-going basis. Administrative staff may make recommendations to their respective Councils for amendment to the Plan to ensure the policies remain relevant and continue to meet the needs of both municipalities.
- 4.3.5 A formal review of the Plan will occur within 10 years from the date the IDP is adopted by both municipalities.

5 | DISPUTE RESOLUTION POLICIES

5.1 General Dispute Process

INTENT

The intent of the dispute resolution process is to maximize opportunities for discussion and review in order to resolve areas of disagreement early in the process. Despite the best efforts of both municipalities, it is understood that disputes may arise from time to time affecting land use within the Plan boundary. The following process is intended to settle disputes through consensus and minimize the need for formal mediation.

POLICIES

General Agreement

The municipalities agree that:

- 5.1.1 It is important to avoid dispute by ensuring that the Plan is adhered to as adopted, including full circulation of any permit or application that may affect the municipality as required in the Plan and prompt enforcement of the Plan policies.
- 5.1.2 Prior to the meeting of the Committee, each municipality through its administration will ensure the facts of the issue have been investigated and clarified, and information is made available to both parties. Staff meetings are encouraged to discuss possible solutions.
- 5.1.3 The Committee should discuss the issue or dispute with the intent to seek a recommended solution by consensus.

Dispute Resolution

In the case of a dispute, the following process will be followed to arrive at a solution:

- 5.1.4 When a potential intermunicipal issue comes to the attention of either municipality relating to a technical or procedural matter, such as inadequate notification or prescribed timelines, misinterpretation of Plan policies, or a clerical error regarding the policies of this Plan, either municipality's Land Use Bylaw, or any other plan affecting lands in the Plan Area, it will be directed to the administrators of each municipality. The administrators will review the technical or procedural matter and if both administrators are in agreement, take action to rectify the matter.

- 5.1.5 Should either municipality identify an issue related to this Plan that may result in a dispute that cannot be administratively resolved under Section 5.1.4 or any other issue that may result in a dispute, the municipality shall contact the other and request that an Intermunicipal Development Plan Committee meeting be scheduled to discuss the issue. The Committee will review the issue and attempt to resolve the matter by consensus.
- 5.1.6 Should the Intermunicipal Development Plan Committee be unable to arrive at a consensus, the administration of each municipality will schedule a joint meeting of the two Councils to discuss possible solutions and attempt to reach consensus on the issue.
- 5.1.7 Should the Councils be unable to resolve the matter, either municipality shall initiate a formal mediation process to facilitate resolution of the issue.

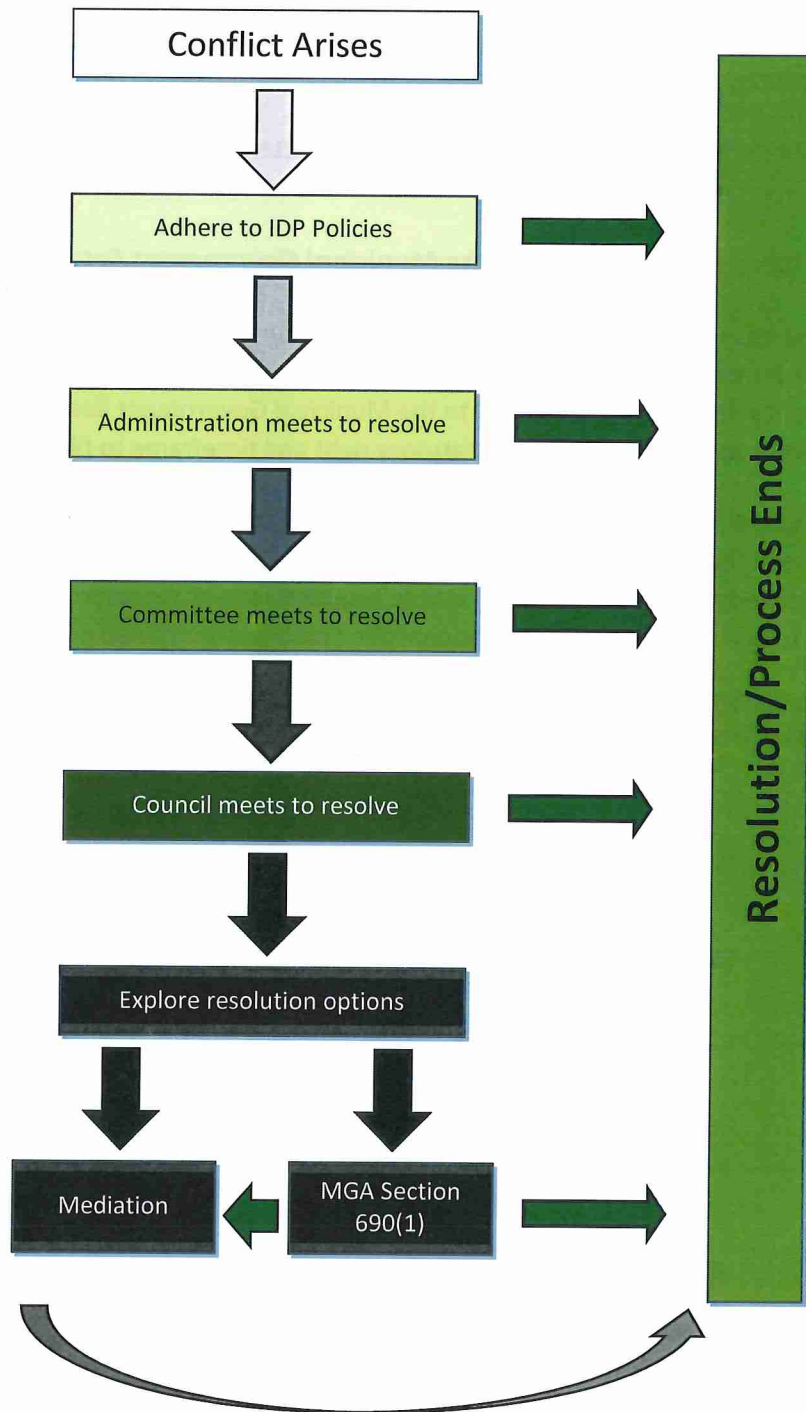
Filing an Intermunicipal Dispute under the Municipal Government Act

- 5.1.8 In the case of a dispute involving the adoption of a statutory plan, Land Use Bylaw or amendment to such, within 30 days of adoption, the municipality initiating the dispute may, without prejudice, file an appeal to the Municipal Government Board under section 690(1) of the *MGA* so that the provincial statutory right and timeframe to file an appeal is not lost.
- 5.1.9 The appeal may then be withdrawn, without prejudice, if a solution or agreement is reached between the two municipalities prior to the Municipal Government Board meeting. This is to acknowledge and respect that the time required to seek resolution or mediation may not be able to occur within the 30 day appeal filing process as outlined in the *MGA*.

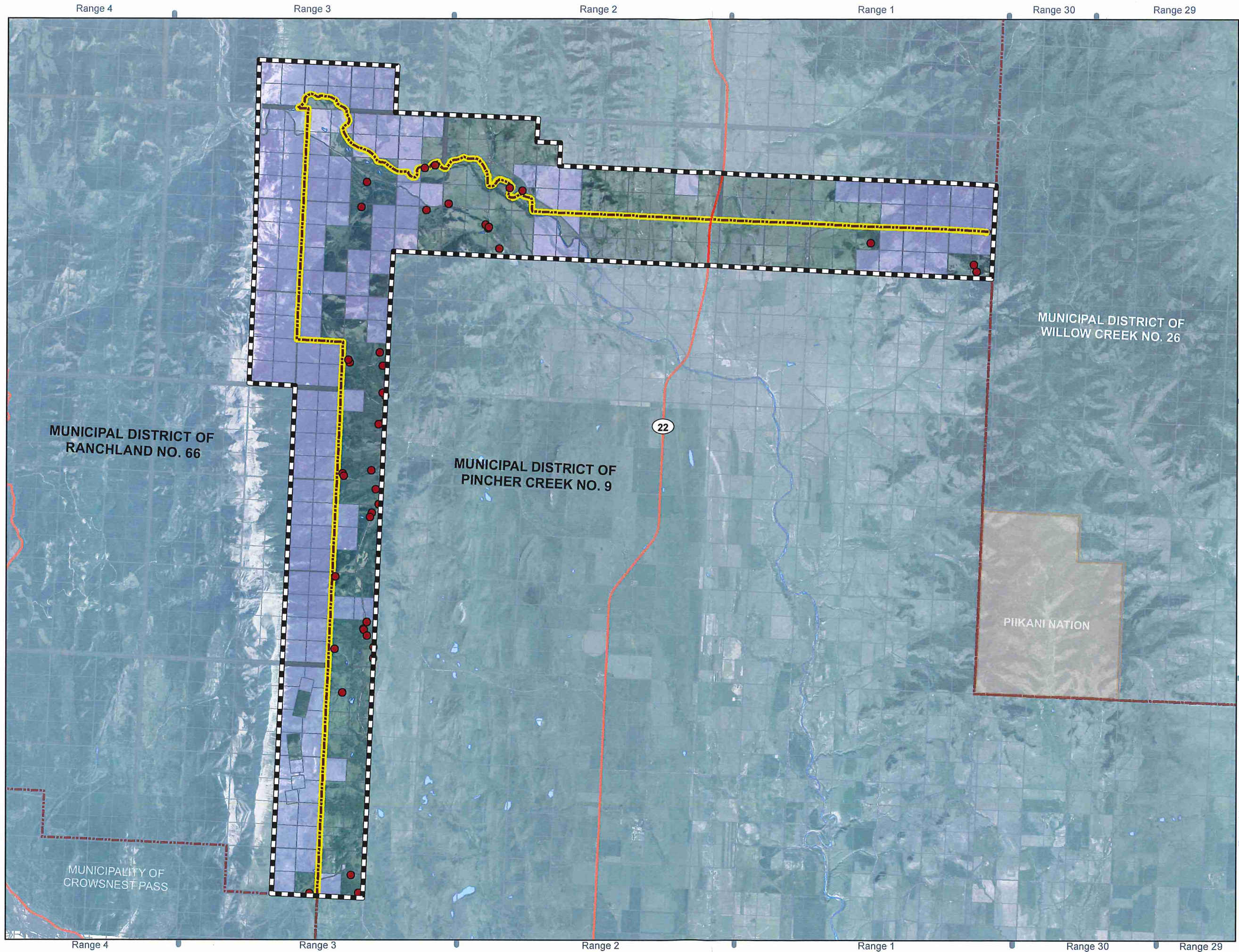
Note: *Using section 690(1) of the MGA is the final stage of dispute settlement, where the municipalities request the Municipal Government Board to intercede and resolve the issue.*

Dispute Resolution Flow Chart

The dispute resolution flow chart presented here is for demonstration purposes only and shall not limit the ability of either municipality to explore other methods of resolution or to choose one method in place of another.



APPENDIX A | MAPS



Municipal District of Pincher Creek and Municipal District of Ranchland Intermunicipal Development Plan

Physical Characteristics Map 2

- Plan Area Boundary
- M.D. of Pincher Creek/M.D. of Ranchland Border
- Provincial Highway
- Waterbodies
- Residences & Other Addressed Parcels ^{1 2}
- Land Ownership^{2 3}
 - Crown Land

Source:

¹ MD of Ranchland - Alberta Municipal Data Sharing Partnership, April 2018
MD of Pincher Creek - Digitized from 2015 Aerial Photo

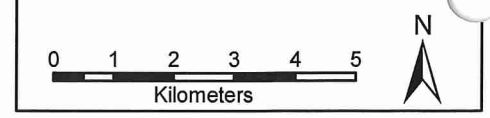
² M.D. of Pincher Creek - Altalis, June 2018
Willow Creek - Altalis, May 2017

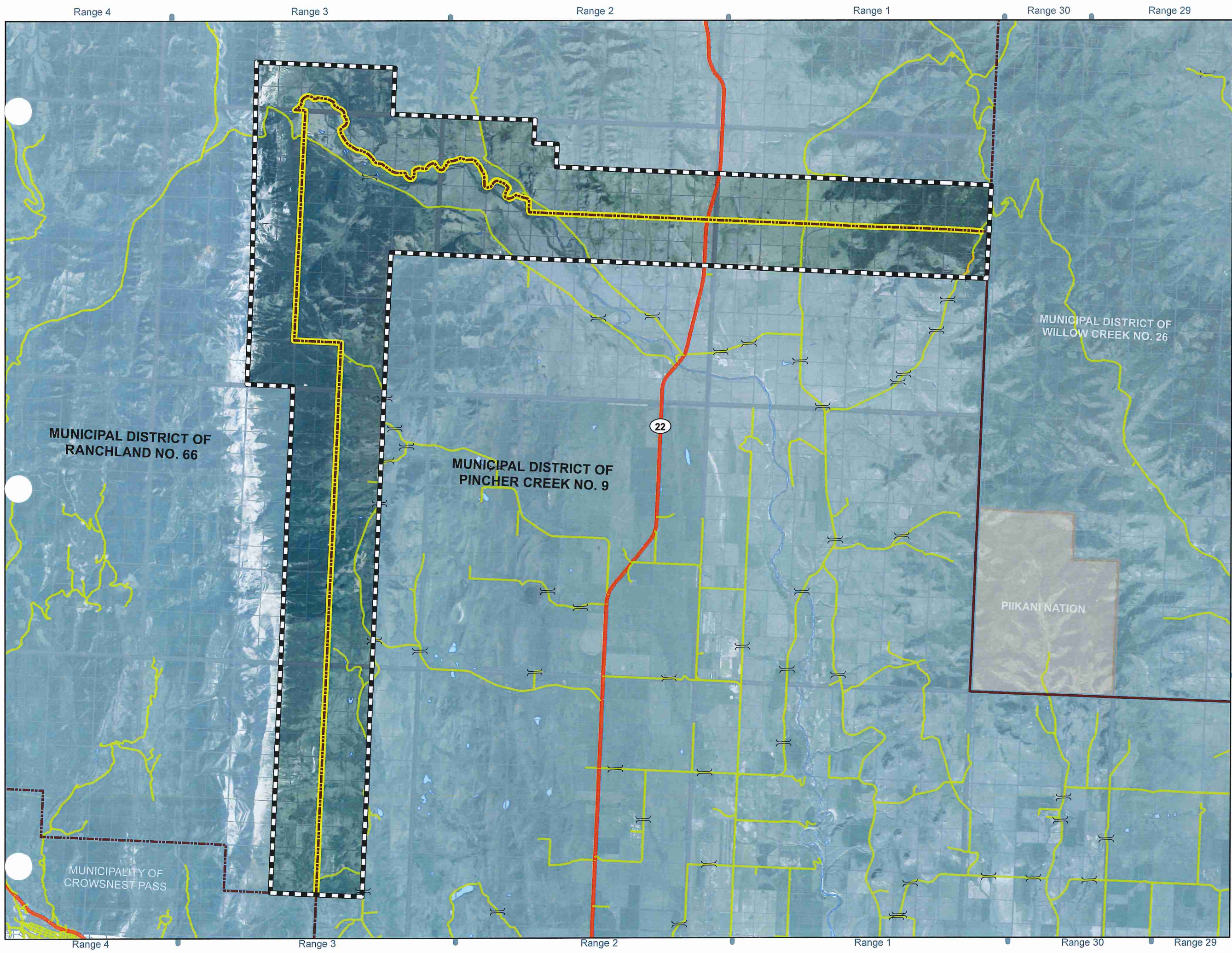
³ Altalis, July 2018

⁴ Alberta Environment and Parks
Government of Alberta, October 2018

Aerial Photo Date: 2015

Municipal District of Pincher Creek (Bylaw No. ____) & Municipal District of Ranchland (Bylaw No. ____)





Municipal District of Pincher Creek and Municipal District of Ranchland Intermunicipal Development Plan

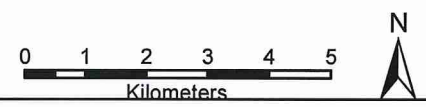
Road Network Map 3

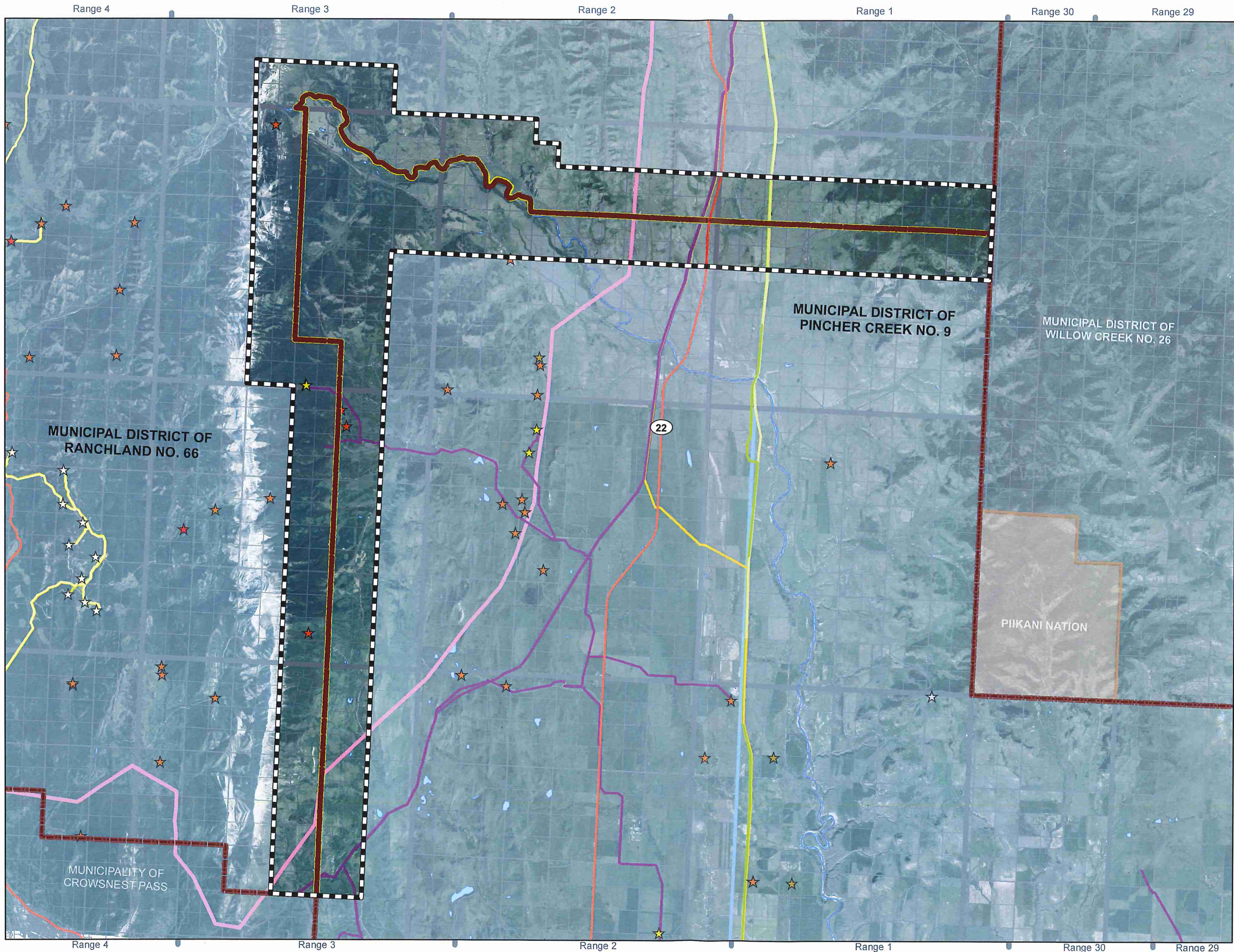
- Plan Area Boundary
- M.D. of Pincher Creek/M.D. of Ranchland Border
- Provincial Highway
- Municipal Roads
- Private Roads (No Road Plan)
- Bridge
- Waterbodies

Source:
¹ Altalis, March 2018
² Alberta Environment and Parks
Government of Alberta, October 2018

Aerial Photo Date: 2015

Municipal District of Pincher Creek
(Bylaw No. ____) &
Municipal District of Ranchland
(Bylaw No. ____)





Municipal District of Pincher Creek and Municipal District of Ranchland Intermunicipal Development Plan

Energy Infrastructure Map 4

Legend

- Plan Area Boundary
- M.D. of Pincher Creek/M.D. of Ranchland Border
- Provincial Highway
- Waterbodies

Transmission Lines¹

- 69 kv
- 500 kv

Pipelines - Substance²

- Crude Oil
- HV Other
- HVP Products
- LVP Products
- Natural Gas

Well - Status²

- Abandoned
- Abandoned Gas
- Drilled and Cased
- Gas
- Suspended Gas
- Undefined

Source:

¹ Digitized by ORRSC, 2018

² Alberta Energy Regulator, 2016

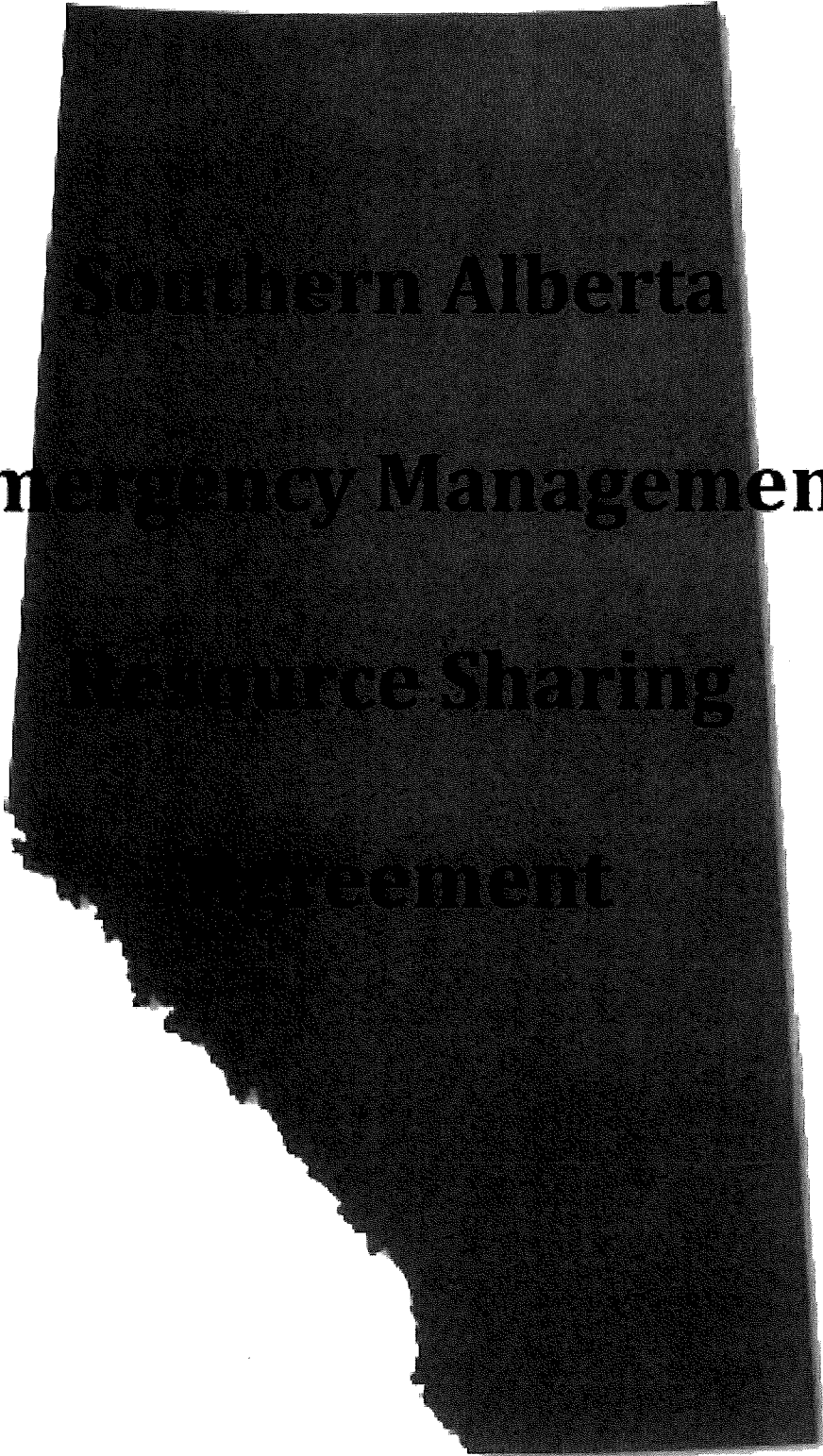
³ Altalis March 2018

Aerial Photo Date: 2015

Municipal District of Pincher Creek (Bylaw No. ____) & Municipal District of Ranchland (Bylaw No. ____)

0 1 2 3 4 5 Kilometers

N



Southern Alberta Emergency Management Resource Sharing Agreement

SOUTHERN ALBERTA EMERGENCY MANAGEMENT RESOURCE SHARING AGREEMENT

THIS AGREEMENT made this 1st day of September A.D. 2017

BETWEEN: As per list of parties identified in Appendix D

WHEREAS a major emergency could affect any community, municipality(s), and/or First Nations at any time, regardless of size to such a degree that local resources would be inadequate to stabilize the situation.

AND WHEREAS the parties to this agreement desire to progressively work toward a high level of emergency management preparedness and state of readiness for prompt regional collaboration in support of two or more parties as identified in Appendix D and Appendix E during a Type 3, 2, 1 incident/event as defined by ICS Public Safety Canada.

AND WHEREAS the parties to this Agreement are not limited to Municipal Corporations within the Province of Alberta, incorporated pursuant to the *Municipal Government Act RSA 2000, M-26*, as amended;

AND WHEREAS each party to this Agreement is required to provide *Emergency Services* within their respective boundaries;

AND WHEREAS each of the parties acknowledge and agree that it is desirable and to the parties mutual benefit, that from time to time, each be able to provide assistance to any or all of the other parties to this Agreement;

AND WHEREAS each of the parties desire to enter into this Agreement to formalize the systems and procedures which can be utilized in order for the parties to request resources and assistance from another party or parties to this Agreement and to respond where/when possible to such requests;

AND WHEREAS the parties understand that this agreement is intended for the purposes of transitioning toward formal regionalization and effective incident management for Type 3 escalating, Type 2 and/or 1 incidents to best provide public protection;

AND WHEREAS the authority for local authorities to enter into this agreement by bylaw is provided in Sections 7 (a & f) and 54 of the current Municipal Government Act and/or Band Council Resolution (BCR).

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt of which are hereby acknowledged, each municipality and First Nations Council that is a party to this Agreement agrees as follows:

1. In this Agreement, the following words and terms shall have the following meanings:

a) "Assistance" shall mean *Emergency Services* and/or multidisciplinary resources made

SAEMRSA
June 29, 2017

available pursuant to this Agreement. *Assistance* may relate to incidents that the *Requesting Party* may or may not attend, and/or incidents that the *Requesting Party* does attend, but believes it would be prudent to require additional resources for augmenting response purposes.

- b) "*Consumables*" shall mean tools; equipment and products once used cannot likely be recovered.
- c) "*Designated Officer*" shall mean person whom in their scope of responsibilities can authorize the employment or deployment of equipment, personnel, consumables and delegation of authority for the provision of *Emergency services*.
- d) "*Emergency Services*" shall be multidisciplinary organizations who evaluate and/or respond to all hazards incidents and/or events for the purposes of providing public safety protection.
- e) "*Equipment*" shall mean vehicles, apparatus and equipment by type and by kind, commensurate with the degree of complexity of the incident.
- f) "*Fee Schedule*" shall be on a cost recovery basis as defined by the *Responding Party(s)*. Where the *Fee Schedule* is in dispute, the posted Rate Schedule published by Alberta's Ministry of Infrastructure and Transportation shall be utilized.
- g) "*FOIPPA*" The parties hereby acknowledge and agree that this Agreement and its contents may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act (FOIPPA)*, *Alberta*, and nothing in this Agreement shall require a party to violate any duty or obligation the party has or may have under *FOIPPA*.
- h) "*Governance*" of this agreement shall be accomplished through the Chair of *SAEMRSA* whom shall be chosen by committee members by whatever means deemed appropriate by the committee and will be responsible for a one-year term to coordinate meetings, assign a minute taker who will distribute minutes to all parties.
- i) "*Incident Complexity*" typing shall be defined in concert with ICS Public Safety Canada as per Appendix G
- j) "*Incident Management Team*" as defined as per Appendix F
- k) "*Local Authority*": is defined in Section 1 (g) of the current *Emergency Management Act, Alberta*.
- l) "*Municipality*" is defined in Section 1 (i) of the current *Emergency Management Act, Alberta*.
- m) "*Municipal Emergency*" is defined as any situation where the resources of the Local Authority and its service providers are involved in efforts to mitigate immediate threat

to life, property, environment and/or economy within the municipality.

- n) “*Personnel*” shall mean those individuals who respond to requests for *Assistance* and who comply with all standards under the *Occupational Health and Safety Act and Regulations, Alberta*.
 - o) “*Requesting Party*” shall mean any party to this Agreement that requests *Assistance* from another party to this Agreement.
 - p) “*Responding Party*” “*Responding Party*” shall mean any party to this Agreement that responds to the request for *Assistance* made by a *Requesting Party*.
 - q) “*SAEMRSA*” shall mean Southern Alberta Emergency Management Resource Sharing Agreement.
2. The “Southern Alberta Emergency Management Resource Sharing Agreement” may be activated when two or more municipalities or First Nations are involved in an incident or event that has, or will likely, overwhelm mutual aid resources.
 3. Subject to the terms and conditions of this Agreement, any *party* to this Agreement may request the *Assistance* of another *party* to this Agreement.
 4. Subject to the terms and conditions of this Agreement, the parties to this Agreement agree that they will endeavor to provide *Assistance* to the *Requesting Party* upon request. At all times, whether or not assistance will be provided, and the nature of the *Assistance* to be provided, if any, will be in the unfettered discretion of the *Responding Party*.
 5. Any *Party* to this Agreement may withdraw from this Agreement by providing the other party with six (6) months written notice of their intention to withdraw.
 6. All requests for *Assistance* pursuant to this Agreement shall be directed to the *Designated Officer* or authorized representative of the *Responding Party*, as soon as reasonably possible. If the *Responding Party’s Designated Officer* or designate cannot be contacted, the next person in the chain of command of the *Responding Party* may, but will not be required to respond.

NOTE: The *Requesting Party* shall complete the request form in “Appendix A” and forward to the manager or designate of the *Responding Party* at the time of request or as soon as reasonably possible.

7. The *Requesting Party’s Designated Officer* may delegate authority to a *Responding Party* to request, employ or command equipment or personnel as defined. When operating under the *delegation of authority* the party doing so, shall present the *delegation of authority* form to the on-site *Requesting Party*.

NOTE: The *Delegation of Authority* form is provided in Appendix C of this Agreement.

8. A *Responding Party* may, after responding to a request for *Assistance*, withdraw their *Assistance* in the event that the *Responding Party*, the *Responding Party’s Designated Officer*, or their designate of either of them, deems it prudent or desirable to withdraw

Assistance. Without restricting the generality of the forgoing, *Assistance* may be withdrawn if the *Responding Party's* Equipment or services are required elsewhere, or it is deemed to be prudent and/or unsafe to provide or continue providing *Assistance*.

9. When providing *Assistance*, the following command and control structure applies:
 - a. The *Requesting Party* shall have incident command authority over all incidents which occur within its geographic boundaries, provided that the *Requesting Party's Emergency Services* is in attendance and does not relinquish incident command to the *Responding Party*;
 - b. The *Requesting party* agrees that in the event that a *Responding Party* is the first response to arrive at the scene of an incident, that *Responding Party* will assume and establish incident command until such time as the *Requesting Party* assumes and/or unifies command or the *Responding party* transfers command.
 - c. Formal requests including a recommendation for a *declaration of a state of local emergency* by the Incident Commander or qualified designate, shall be communicated in accordance with incident command structure protocol.
 - d. "*Declaration of a state of local emergency*" as defined in Section 21 (1) of the *Emergency Management Act, Alberta*.
10. In providing *Assistance*, a *Responding Party* shall not be required to provide Equipment that is not owned by the *Responding Party*, or employees or volunteers who are not employed or usually utilized by the *Responding Party*.
11. It is acknowledged and agreed by the signatories hereto that a *Responding Party* providing *Assistance* pursuant to this Agreement shall be entitled to bill or charge the *Requesting Party* for Equipment and/or services, or support for *Assistance* provided.

NOTE: The fee schedule for the purposes of billing as defined in Appendix B of this agreement.

NOTE: Where the fee schedule is in dispute the current Rate Schedule published by Alberta's Ministry of Infrastructure and Transportation shall be utilized.

12. The *Requesting Party* shall indemnify, defend, pay on behalf of and hold harmless the *Responding Party*, its officers, officials, agents, representatives, employees and volunteers from and against all losses, claims, demands, costs (including solicitor/client costs), damages, actions, suits, or proceedings arising, directly or indirectly, out of or in connection with the provision of *Assistance* by the *Responding Party*, except where the losses, claims, demands, costs, damages, actions, suite or proceedings arose due to the gross negligence of any employee, volunteer or representative of the *Responding Party*. The liability of the *Requesting Party* shall survive the termination of this Agreement.
13. Notwithstanding Article 11 and 12 of this Agreement, the parties to this Agreement covenant and agree that a *Responding Party* will not in any way be liable to a *Requesting Party* for:

- a. Failure to respond to a request for *Assistance*, or failure to provide *Assistance*;
 - b. Failure to respond to a request for *Assistance* within a certain period of time, or in a timely fashion;
 - c. Consequential, indirect, exemplary or punitive damages;
 - d. Economic loss;
 - e. Any Claims that arise as a result of a party's refusal to provide *Assistance*;
 - f. Any Claim that arises or results from the manner in which a *Responding Party* provides or does not provide *Assistance*, save and except Claims directly arising from the gross negligence of the *Responding Party* while providing *Assistance*.
14. The *parties* hereto shall, at their own respective cost and expense, maintain in full force and effect during the life of this Agreement, general liability insurance in an amount not less than \$5,000,000.00 per occurrence for personal injury and/or property damage, together with such other insurance that may be agreed to in writing by the parties hereto as being reasonable and obtainable.
 15. Nothing in this Agreement, nor any of the acts of any party hereto shall be construed, implied or deemed to create a relationship of agency, partnership, joint venture, or employment as between the signatories hereto, or any of them, and none of the parties have the authority to bind any other party to this Agreement to any obligation of any kind.
 16. The party providing *Assistance* will be responsible for submitting to the *Requesting Party* a written invoice for the services provided to the *Requesting Party* within 30 days of the service(s) being provided.
 17. The *Requesting Party* will be responsible for the payment of all costs associated with the provision of the service and or support within 60 days of receipt of a written invoice for services provided. Extensions may be provided upon approval of the *Responding party(s)*
 18. No signatory to this Agreement may assign this Agreement to a non-signatory without the written consent of the other signatories' hereto.
 19. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties to this Agreement.
 20. In this Agreement, the singular shall mean the plural, and the masculine the feminine, and vise-versa, as the context of this Agreement may require.
 21. This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original and such counterparts shall constitute one in the same instrument, notwithstanding their date of execution.
 22. In the event that any dispute arises pursuant to the terms of this Agreement, or the interpretation thereof, the parties hereto agree that, in the event that such a dispute cannot be resolved by mutual negotiations, they will submit the dispute to a third party

arbitrator for a determination of the dispute pursuant to the *Arbitration Act of Alberta*. The costs of the arbitrator will be shared equally between the parties to any such dispute.

23. The parties shall notify their respective *Designated Officers* and *Emergency Services* officers of this Agreement so that they may become familiar with this Agreement, and its terms.
24. Appendix 'D' herein will serve as the record of the parties to this Agreement. The parties to this Agreement further acknowledge and agree that they will comply with all laws, rules, regulations, and codes applicable to the provision of *Emergency Services* within the Province of Alberta.

APPENDIX A - Resource Request Form

Name of Incident or Event: _____

Requesting Party: _____

Responding Party: _____

The *Requesting Party* formally requests the following resources from the *Responding Party* for an estimated duration of _____ days.

1: _____

2: _____

3: _____

4: _____

5: _____

6: _____

If further resources are required attach an addition sheet.

A- The *Requesting Party* agrees that if personnel are to be deployed for greater than 12 (twelve) hours at a distance of greater 150 Km from home base, lodging will be supplied for a minimum of 8 (eight) hour rest period.

B- The *Requesting Party* agrees to ensure adequate food and lodging are supplied to Responding Party personnel if deployed greater than 24 (twenty four) hours.

C- The *Requesting Party* agrees to pay the *Responding Party* at agreed upon rates as agreed upon in Appendix B.

D- The *Responding Party's Designated Officer* will communicate, by any means available i.e., email, text, cell phone etc., as to what resources can be supplied.

Requesting Party Designated Officer: _____ *Contact Information:*

Signature: _____ *Cell Phone:* _____

Date: _____ *E-Mail:* _____

APPENDIX B - Fee Schedule

Fee Schedule shall be on a cost recovery basis as defined by the *Responding Party(s)*. Where the *Fee Schedule* is in dispute, the posted Rate Schedule published by Alberta's Ministry of Infrastructure and Transportation shall be utilized. Potential Resources (not exhaustive) that may be requested:

1. Mileage – Under one-ton to and from event.
2. Mileage – Over one-ton to and from event.
3. Lodging
4. Meals include healthy Breakfast – Lunch – Supper
5. *Consumables*
6. Personnel (Career)
7. Personnel (Volunteer)
8. Personnel (Paid on Call)
9. Damaged Equipment – Insurance or Cost Recovery of repair or replacement.
10. Fire Apparatus (without staffing):
 - a. Type 1 – 2 Engines
 - b. Type 3 – 5 Engines
 - c. Type 6 – 7 Engines
 - d. Ladder
 - e. ATV – UTV
 - f. Rescue (Light, Medium or Heavy)
 - g. Squad/Car
 - h. Sprinkler Trailer
 - i. Specialty Apparatus – i.e.: Hazmat
11. Fire Apparatus: Based on 24 Hour Day (without staffing):
 - a. Command Vehicle
 - b. Command Center
12. Other Vehicles and Construction Equipment – Current Alberta Road Builders Rates
13. One Time Administration Fee
14. Responding Party will provide backup data for cost recovery items.

APPENDIX C - Delegation of Authority

1. Authority has been assigned to _____ to act on behalf of the Municipality of _____, to mitigate, respond/stabilize, and/or aid in the recovery of the _____ incident.
2. You have full authority to (request, employ or command) _____ equipment, personnel required. Your primary responsibility is to organize and direct your assigned or ordered resources for efficient and effective control of the incident.
3. You are accountable to _____ or his/her designated representative listed below.
4. Financial limitations will be consistent with the best approach to the values at risk. Specific direction for this incident covering the management and other concerns are:
 - A: _____
 - B: _____
 - C: _____
 - D: _____
 - E: _____
 - F: _____

_____ will represent me on any occasion that I am not immediately available.

5. This authority is effective: Date: _____ Time: _____.

Requesting Designated Officer

Designated Officer Signature

Date and Time

APPENDIX D:

Parties to this Agreement

As of August 21, 2019

| Municipality or First Nation | Emergency Contact | Contact Information | Council Resolution | Resolution Date |
|--------------------------------|-----------------------|--|--------------------|-----------------|
| Cardston County | | | | |
| City of Brooks | Kevin Swanson (DEM) | 403-363-4330, 403-362-2331 kswanson@brooks.ca | 18/267 | 4-Sep-18 |
| City of Lethbridge | Marc Rathwell (DEM) | 403-329-1824 marc.rathwell@lethbridge.ca | N/A | 20-Feb-18 |
| City of Medicine Hat | Merrick Brown (DEM) | 403-502-8712 merbro@medicinehat.ca | N/A | 12-Apr-18 |
| Cypress County | | | | |
| County of Forty Mile No. 8. | Stewart Payne (DEM) | 403-867-4284 DEM@fortymile.ab.ca | 94/18 | 14-Mar-18 |
| Lethbridge County | Clayton Rutberg (DEM) | 403-331-4628 emergencyservices@coaldale.ca | 519-17 | 5-Oct-17 |
| M.D of Pincher Creek No. 9 | Brett Wuth (DEM) | 403-627-3130 pcremo-dem@mdpincer creek.ab.ca | 18/411 | 10-Jul-18 |
| M.D of Ranchland No. 66 | Kelly Starling (DEM) | 403-625-1185 kelly@mdwillowcreek.com | M060817 | 15-Aug-17 |
| M.D of Taber | | | | |
| Vulcan County | Nels Petersen (CAO) | 403-485-0329 cao@vulcancounty.ab.ca | CC 2017-08-02-17 | 2-Aug-17 |
| County of Warner No. 5 | | | | |
| M.D of Willow Creek No. 26 | Travis Coleman (DEM) | 403-625-9092 travis@mdwillowcreek.com | 275/19 | 17-Jul-19 |
| Town of Bow Island | | | | |
| Town of Cardston | Jeff Shaw (CAO) | 403-653-3366 jeff@cardston.ca | 2017-199 | 8-Aug-17 |
| Town of Claresholm | Jason Hemmaway (DEM) | 403-625-9760 jason@claresholm | 17-078 | 14-Aug-17 |
| Town Of Coaldale | Kalen Hastings (CAO) | kalen.hastings@coaldale.ca | N/A | 12-Mar-18 |
| Town of Coalhurst | Matt Conte (DEM) | 403-892-0223 firechief@coalhu | N/A | 20-Feb-18 |
| Municipality of Crowsnest Pass | Patrick Thomas (CAO) | 403-561-1251 patrick.thomas@crowsnestpass.com | 12-2019-03-26 | 26-Mar-19 |
| Town of Fort Macleod | Scott Donselaar (DEM) | 587-370-0441 s.donselaar@fortm | R 218.2018 | 23-Jul-18 |
| Town of Granum | David Fehr (DEM) | 403-601-9024 david.fehr@live.ca | 18-09-10-18 | 16-Oct-18 |
| Town of Magrath | | | | |

| Municipality or First Nation | Emergency Contact | Contact Information | Council Resolution | Resolution Date |
|------------------------------|------------------------------|---|--------------------|-----------------|
| Town of Milk River | Ryan Leuzinger (CAO) | 403-394-5682 cao@milkriver.ca | | 22-Aug-17 |
| Town of Nanton | Neil Smith (CAO) | 403-603-8027 cao@nanton.ca | #2017-08-11 | 11-Aug-17 |
| Town of Nobleford | Kirk Hofman (CAO) | cao@nobleford.ca | 215-2017 | 1-Sep-17 |
| Town of Picture Butte | Frank West (DEM) | 403-795-4623 firechief@picturebutte.ca | 252-1807-23 | 23-Jul-17 |
| Town of Pincher Creek | Brett Wuth (DEM) | 403-627-3130 pcremo-dem@mdpincercreek.ab.ca | 17-328 | 28-Aug-17 |
| Town of Raymond | Ken Steed (DEM) | 403-752-3816, 403-894-8894 ksted138@gmail.com | 2018-170 | 17-Jul-18 |
| Town of Redcliff | Derrin Thibault (DEM) | 403-548-6387, 403-952-9569 derrint@redcliff.ca | 2018-0270 | 25-Jun-18 |
| Town of Stavely | Clayton Moss (DEM) | 403-467-6774 clayrocmoss@gmail.com | | 12-Feb-18 |
| Town of Taber | Steve Munshaw (Fire Chief) | 403-634-7675 steve.munshaw@taber.ca | 371-2017 | 29-Sep-17 |
| Town of Vauxhall | | | | |
| Town of Vulcan | Kim Fath (CAO) | 403-485-0411 kfath@townofvulcan.ca | 18.231 | 9-Jul-18 |
| Village of Arrowwood | | | | |
| Village of Barnwell | | | | |
| Village of Barons | Laurie Beck (Administration) | 403-757-3633 barons@xplornet.com | N/A | 9-Jul-18 |
| Village of Carmangay | | | | |
| Village of Champion | | | | |
| Village of Coutts | | | | |
| Village of Cowley | | | | |
| Village of Foremost | Kelly Calhoun (CAO) | 403-867-3733 vlg4most@telus.net | 110/18 | 16-Jul-18 |
| Village of Glenwood | Marilee Campbell (CAO) | 403-626-3233 marilee.campbell@glenwood.ca | 2018-07-170 | 12-Jul-18 |
| Village of Lomond | | | | |
| Village of Longview | Dale Harrison (CAO) | cao@village.longview.ab.ca | N/A | 20-Feb-18 |
| Village of Milo | | | | |

Municipality or First
Nation

Emergency Contact

Contact Information

Council Resolution

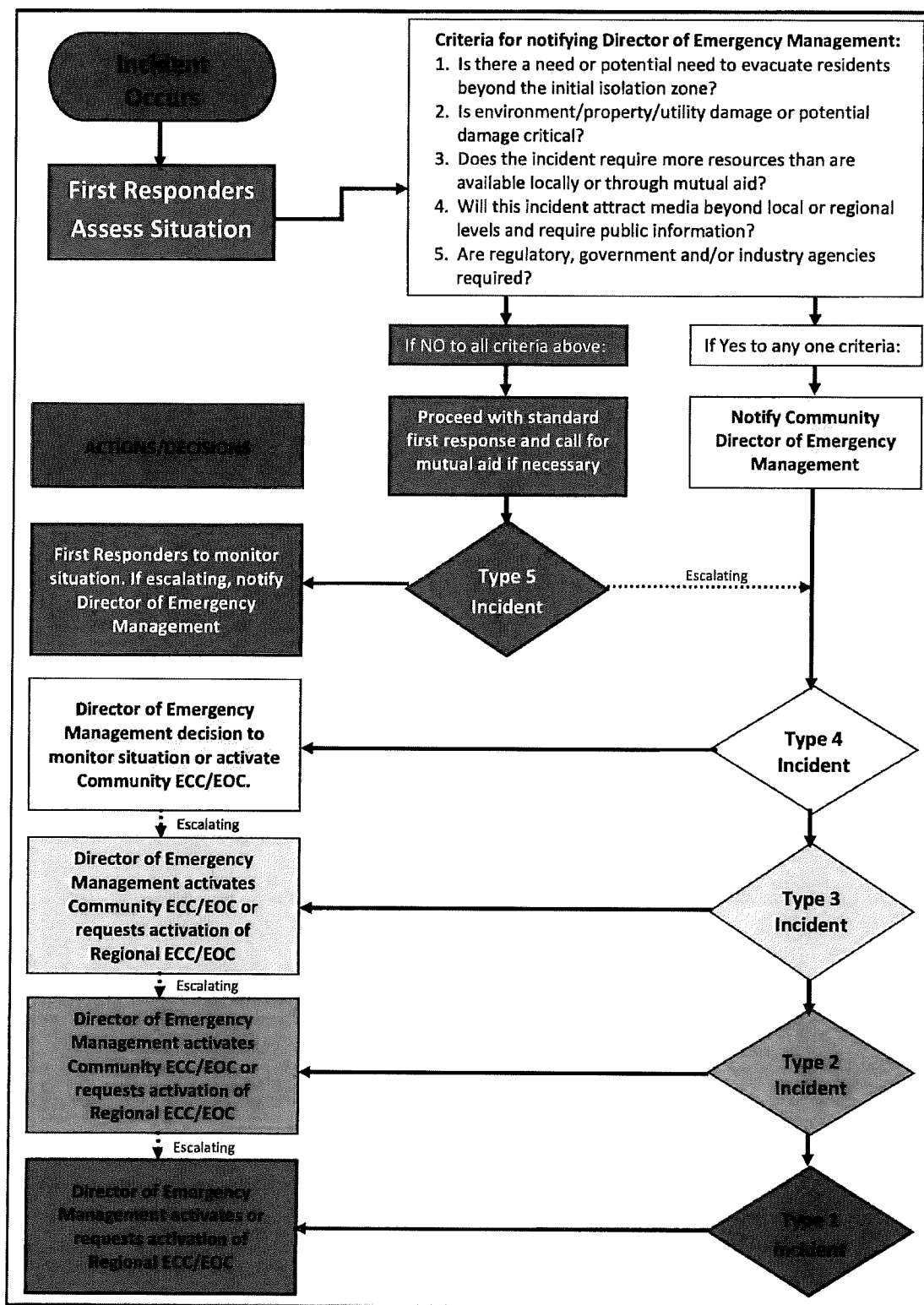
Resolution Date

Village of Stirling

Village of Warner

I.D No. 4 (Waterton)

APPENDIX E - Model Incident Threshold Notification / Activation Chart



APPENDIX F - Incident Management Teams

Incident management starts as the smallest unit and escalates according to the complexity of the emergency. The five types of IMTs are as follows:

Type 1:

Federal and Provincial Level – a federally or provincially certified team; is the most robust IMT with the most training and experience.

Type 2:

Federal and Provincial Level – a federally or provincially-certified team; has less training, staffing and experience than Type 1 IMTs, and is typically used on smaller national or provincial scale incidents.

Type 3:

Provincial or Metropolitan Area Level – a standing team of trained personnel from different departments, organizations, agencies, and jurisdictions within a Province or large Metropolitan area, activated to support incident management at incidents that extend beyond one operational period. Type 3 IMTs will respond throughout the province or large portions of the province, depending upon provincial-specific laws, policies, and regulations.

Type 4:

City, County or Special District Level – a designated team of fire, EMS, and possibly law enforcement officers from a larger and generally more populated area, typically within a single jurisdiction (city or county), activated when necessary to manage a major or complex incident during the first 6–12 hours and possibly transition to a Type 3 IMT.

Type 5:

Local Village and Township Level – a "pool" of primarily Emergency Services officers from two or more neighboring departments trained to serve in Command and General Staff positions during the first 6–12 hours of a major or complex incident.

APPENDIX G - Incident Complexity by Type

Incident and/or event complexity determines emergency and incident response personnel responsibilities. ICS Public Safety Canada training recommendations reflect the following five levels of incident complexity:

Type 1 Incidents or Events:

- This type of incident is the most complex, requiring provincial/national resources for safe and effective management and operation.
- All command and general staff positions are filled by trained personnel.
- Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.
- Branches need to be established.
- A written incident action plan (IAP) is required for each operational period.
- The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated.
- Use of resource advisors at the incident base or EOC/ECC is recommended.
- There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.

Type 2 Incidents or Events

- This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing.
- Most or all of the command and general staff positions are filled.
- A written IAP is required for each operational period.
- Many of the functional units are needed and staffed.
- Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only).
- The agency administrator is responsible for the incident complexity analysis, agency administration briefings, and the written delegation of authority.

Type 3 Incidents or Events

- When incident needs exceed capabilities, the appropriate ICS positions should be added to match the complexity of the incident.
- Some or all of the command and general staff positions may be activated, as well as division/group supervisor and/or unit leader level positions.
- A Type 3 IMT or incident command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 IMT.
- The incident may extend into multiple operational periods.
- A written IAP may be required for each operational period.

Type 4 Incidents or Events

- Command staff and general staff functions are activated only if needed.
- Several resources are required to mitigate the incident, including a task force or strike team.
- The incident is usually limited to one operational period in the control phase.
- The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated.
- No written IAP is required but a documented operational briefing will be completed for all incoming resources.
- The role of the agency administrator includes operational plans including objectives and priorities.

Type 5 Incidents

- The incident can be handled with one or two single resources with up to six personnel.
- Command and general staff positions (other than the incident commander) are not activated.
- No written IAP is required.
- The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.
- Examples include a vehicle fire, an injured person, or a police traffic stop.

