

**CAROLINE-CLEARWATER
INTERMUNICIPAL COLLABORATION
FRAMEWORK**

APRIL 2019



Caroline-Clearwater Intermunicipal Collaboration Framework

PREAMBLE

WHEREAS Clearwater County and the Village of Caroline are committed to working cooperatively to meet the challenges and capitalize on the opportunities that the future and their shared circumstances will bring; and

WHEREAS the Village and County subscribe to a belief in a broad sense of community that extends beyond their respective boundaries and recognize that their common interests are greater than their differences; and

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

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

WHEREAS the Village and County want to provide a high quality of life to their ratepayers by ensuring that growth management, planning, programs and services are effectively, efficiently and economically delivered and are reasonably available to residents; and

WHEREAS the Municipal Government Act, as amended from time to time, requires municipalities that have common boundaries to create an Intermunicipal Collaboration Framework; and

WHEREAS the Municipal Government Act specifies the content and requirements of an Intermunicipal Collaboration Framework; and

WHEREAS the Village and Clearwater County have negotiated and mutually prepared an Intermunicipal Collaboration Framework in accordance with the Municipal Government Act; and

WHEREAS this Intermunicipal Collaboration Framework is meant to be a master agreement from which a number of subsequent agreements flow;

NOW THEREFORE Council for the Village of Caroline and Council for Clearwater County have adopted this document as the "Caroline-Clearwater Intermunicipal Collaboration Framework."

Caroline-Clearwater Intermunicipal Collaboration Framework

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PART A: ADMINISTRATIVE PROVISIONS

1.0 Purpose of Framework

- 1.1 The purpose of this Intermunicipal Collaboration Framework, or Framework, is to set out the broad parameters of how the Village of Caroline and Clearwater County will:
- (a) Provide for the integrated and strategic planning, delivery and funding of intermunicipal services;
 - (b) Steward scarce resources efficiently in providing local services; and
 - (c) Ensure that the Village and County contribute funding to services that benefit their residents.
- 1.2 This Framework builds on the long standing tradition of the Village and County working together to serve the needs and interests of the broader regional community. This Framework is the foundational agreement from which a number of agreements for specific topics and services flow.
- 1.3 The purpose of this Framework and the agreements that flow from it is to better serve and provide high quality of life to the residents of the Village of Caroline and Clearwater County by ensuring that growth management, land use planning, programs and services are effectively, efficiently and economically delivered and are reasonably available to them.

2.0 Definitions used in Framework

- 2.1 In this Framework, unless the context provides otherwise, the following words or phrases will have the following meanings:
- “Act” means the Municipal Government Act, R.S.A. 2000 Chapter M-26, as amended from time to time;
- “Calendar day” means any one of the seven days in a week;
- "Capital" means those non-financial tangible assets having significant value and physical substance that are used in the supply of goods and services related to that asset; and have a useful economic life greater than one year, are to be used on a continuing basis and are not for sale in the ordinary course of operations;
- “Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of either the Village of Caroline or Clearwater County as the case or context may require;
- “Chief Elected Official” or “CEO” means the Mayor of the Village of Caroline or the Reeve of Clearwater County as the case or context may require;

"Consensus" means "we can live with it; are comfortable with the result; and will own it when we take it to our Councils;"

"Initiating party" means a party who gives notice of a dispute under this framework;

"Intermunicipal" means a service, agency, decision, plan or action undertaken or created by one or more municipalities on a cooperative basis;

"Intermunicipal Collaboration Committee" or "ICC" means the committee established under this Intermunicipal Collaboration Framework;

"Intermunicipal Collaboration Framework" or "Framework" means a document describing the sharing of services between one or more municipalities and prepared in accordance with the Act and Regulation;

"Mediation" means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;

"Mediator" means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties;

"Party" means a municipality that creates a framework with one or more other municipalities;

"Regulation" means the Intermunicipal Collaboration Framework Regulation (AR 191/2017) as amended from time to time;

"Representative" means a person selected by a party who holds a senior position with the party, and has authority to negotiate for or settle a dispute on behalf of the party;

"Service" includes any program, facility or infrastructure necessary to provide a service; and

"Third Party" means a service provider who is established or exists independently of any decision by a municipality.

3.0 Term and Review of Framework

- 3.1 This Framework shall have force and effect as of the date of third reading of the bylaws by the Village of Caroline and Clearwater County adopting the Framework document.
- 3.2 This Framework is a permanent agreement in accordance with the Act and has no expiration date.

- 3.3 The Village and County shall review this Framework at least every 4 years from the date that the bylaw adopting this Framework is given third reading. An earlier or more frequent review may be undertaken if agreed upon by the Village and County.
- 3.4 If either the Village or County determine that the adopted Framework does not serve their interests, or if both municipalities determine that the adopted Framework does not serve the interests of both municipalities, a replacement Framework shall be created in accordance with the Act. Until such time as the replacement Framework is ready for adoption and has been formally adopted, the current Framework remains in effect.

4.0 Process to Amend the Framework

- 4.1 If either the Village or the County wishes to amend this Framework, the party seeking the amendment must give written notice to the other party. Upon receiving written notice the other party must, within 30 days, meet to discuss the proposed amendments and a process to consider the amendments.
- 4.2 A proposal to amend this Framework must be provided in written form and must clearly identify:
- (a) The nature of the issue(s) or concern(s) giving rise to the need for an amendment; and
 - (b) The nature and reasoning behind the specific amendment(s) being proposed.

5.0 Relation of Framework to Other Agreements and Bylaws

- 5.1 Where there is a conflict or inconsistency between a bylaw and this Framework or an agreement between the Village of Caroline and Clearwater County and this Framework, this Framework prevails to the extent of the conflict or inconsistency.
- 5.2 If there is a conflict or inconsistency between this Framework and any existing agreement between the Village and the County, the Framework must either address the conflict or inconsistency or the Village and County must alter or rescind the agreement.
- 5.3 Where there is a need to amend an agreement to maintain consistency with this Framework and the agreement contains one or more municipalities that are not signatories of this Framework, the other municipalities shall be consulted and involved in process to amend the agreement.
- 5.4 The Village and County agree to amend their bylaws, where necessary, to ensure consistency between each bylaw and this Framework within two (2) years of the date that the bylaw adopting this Framework receives third reading. The Land Use Bylaw of each municipality is not subject to this requirement.

5.5 The Village and County agree to amend their agreements, where necessary, to ensure consistency between each agreement and this Framework within six (6) years of the date that the bylaw adopting this Framework receives third reading.

6.0 Relation of Framework to Intermunicipal Development Plan

6.1 The Village of Caroline and Clearwater County have adopted an Intermunicipal Development Plan in accordance with the Act through the passing of Bylaw No. 2019-003 and Bylaw No. 1061/19 respectively. The Caroline-Clearwater Intermunicipal Development Plan is a stand-alone document available under separate cover.

7.0 Indemnification

7.1 The Village of Caroline shall indemnify and hold harmless Clearwater County, its employees , and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of Clearwater County, its employees, or agents in the performance and implementation of this Framework.

7.2 Clearwater County shall indemnify and hold harmless the Village of Caroline, its employees , and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Village of Caroline, its employees, or agents in the performance and implementation of this Framework.

8.0 Written Notices

8.1 All and any required written notices in the performance and implementation of this Framework shall be directed to the CAO of each municipality using the mailing address for the respective municipal office as shown below:

| | |
|---------------------|--------------------------|
| Village of Caroline | Clearwater County |
| Box 148 | Box 550 |
| Caroline, AB | Rocky Mountain House, AB |
| T0M 0M0 | T4T 1A4 |

PART B: GOVERNANCE AND PROCESS PROVISIONS

9.0 Governance and Roles

- 9.1 Successful collaboration and management of this Framework requires ongoing dialogue, consultation and communication. Efforts at all levels of the Village and County organizations are needed to ensure opportunities are recognized, information is passed through the organizations and decision makers are informed not just about their own municipality but about potential impacts on the other.
- 9.2 *Role of Councils* – Each Council retains the ability and responsibility to make decisions on behalf of their residents and ratepayers. As the public is at the center of any governance or service initiative their interests need to be taken into account to ensure the impacts of services and actions taken in the delivery of shared services have the desired results. Each Council affirms their commitment to increased cooperation in service delivery and will support increased communication at the administrative and staff levels and consideration of impacts on the other municipality. The Mayor and Reeve will be at the forefront of this relationship and they will be responsible for showing leadership for the elected officials to their organizations and in public.
- 9.3 *Role of the Intermunicipal Collaboration Committee (ICC)* - The ICC will become the focus for matters of intermunicipal consideration. Although this committee will be non-decision making they will be responsible for the negotiating and management of intermunicipal opportunities and challenges. Comprised of elected officials and administration representing their Councils, the ICC will strategically identify opportunities and prioritize intermunicipal actions to formulate recommendations for respective Council’s consideration.
- 9.4 *Role of CAOs* – The CAOs of the Village and County are the principal administrative personnel responsible for maintaining this Framework, its delivery and durability. The CAOs bring continuity to the relationship between the municipalities and have the ability to initiate communication on an as needed basis. They are responsible for ensuring Village and County staffs follow the principles, spirit and intent of this Framework and any agreements created under this Framework. The CAOs are seen as “conduits” for the flow of information and ongoing communication.
- 9.5 *Role of Staff* - Staff at all levels in the Village and County organizations will be responsible to ensure the principles, spirit and intent of this Framework and any agreements under this Framework are carried out operationally. This means that staff will work with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also raise issues, when needed, and be accountable for informing their CAO about matters that require attention, or could be considered, for the mutual benefit of the municipalities.

10.0 Intermunicipal Collaboration Committee (ICC)

- 10.1 The Intermunicipal Collaboration Committee (ICC) is hereby established to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is the main working group for intermunicipal matters.
- 10.2 Without interfering with or replacing the good work being accomplished in existing intermunicipal committees the ICC has the following primary functions:
- (a) Proactively identify new service areas or opportunities;
 - (b) Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter;
 - (c) Prioritize activity and develop appropriate measures, processes and sub-committees to address areas under consideration;
 - (d) Represent and speak well of regional efforts to cooperate in service delivery;
 - (e) Address areas where intermunicipal differences in need of resolution may arise;
 - (f) Ensure each Council is kept informed about discussions, progress and issues; and
 - (g) Serve as the principal negotiating committee for new or updated agreements under this Framework.

11.0 ICC Decision Making Authority and Process

- 11.1 The ICC is a recommendation making committee that interacts with and advises individual councils on decisions. Recommendations to individual councils will occur when the ICC members have consensus on how they wish to advise individual councils on a given issue. This may include:
- (a) Recommendations on options for proceeding;
 - (b) Advising no agreed upon recommendations have been reached in the allotted timeframe where a timeframe has been specified; or
 - (c) Advising on moving to the Dispute Resolution process or some other process to resolve the issue.
- 11.2 These recommendations or advisements may be delivered to Councils by:
- (a) A joint council meeting;
 - (b) A joint presentation to individual councils;
 - (c) A joint written submission agreed to by the ICC for delivery to individual councils; or
 - (d) A combination of the above.

12.0 Composition of ICC

- 12.1 The ICC will be composed of two (2) elected officials and the CAOs from each municipality or their designate. One elected official from each municipality will be the CEO (Mayor or Reeve) or their designate. The opportunity to rotate elected officials into the committee will be at the discretion of each municipality respecting their policy on attendance while maintaining some consistency.
- 12.2 Quorum of ICC will consist of at least one elected official from each municipality attending each agreed upon meeting.
- 12.3 Other elected officials not assigned to the ICC may attend as observers as determined by the CEOs.
- 12.4 Other administration or staff not assigned to the ICC may attend as observers as determined by the CAOs.

13.0 ICC Meetings

- 13.1 Meetings of the ICC, specific to this Framework, will be held at least once per calendar year with recognition more frequent meetings will need to be added as opportunities arise and issues are developed.
- 13.2 The annual meeting will be scheduled to enable the following core agenda items to be addressed:
 - (a) Summaries and updates on progress on issues to date;
 - (b) Inventorying and priority setting for matters to be addressed; and
 - (c) Discussions of any outstanding matters.
- 13.3 Any additional meetings that may be required to address specific matters will be scheduled at times that are mutually agreed upon.

14.0 Processes for Intermunicipal Cooperation (Setting the Agenda)

- 14.1 A number of means exist by which opportunities or considerations under this Framework may be brought to the ICC's attention. Once the ICC has become aware of the situation they will together choose how they hope to address the matter.
- 14.2 Matters may be developed within the ICC or more frequently will be brought to the ICC. Issues for discussion may come to the ICC from:
 - (a) One or more Council's direction;
 - (b) CAOs or Administrations addressing matters through staff discussions or experiences;
 - (c) Other intermunicipal or regional committees' suggestions and requests; or

(d) The schedule for new services to be explored that forms part of this Framework.

- 14.3 Once a matter has been identified through the means above it will be brought to the attention of one or more of the CAOs. If required, the CAO will determine if the matter is intermunicipal in nature and if so contact the other CAO. The CAOs may decide to:
- (a) Send the matter to the ICC (the default option is to send the matter to ICC should any indecision or uncertainty exist among the CAOs);
 - (b) Address the matter at an administrative or operational level if appropriate;
 - (c) Gather more information;
 - (d) Purposefully put the matter aside for a defined period of time; or
 - (e) Develop a problem resolution strategy as per the protocol.
- 14.4 Regardless of what action is decided upon to address an emerging issue by the CAOs, if the matter is intermunicipal in nature it will be described along with the resulting action taken and reported on at the next ICC meeting.
- 14.5 If a matter is sent to the ICC, the CAOs are jointly responsible for structuring the information necessary, arranging the agenda and facilitating the proceedings for the ICC to consider the matter.
- 14.6 The ICC has a number of options for addressing the matter(s) including but not limited to:
- (a) Use the ICC as the standing committee;
 - (b) Create a sub-committee or working group to report back to the ICC with options and recommendations;
 - (c) Send the matter(s) to an existing committee; or
 - (d) Monitor the work under an existing committee.

15.0 Dispute Resolution Processes

Introduction

- 15.1 The Village and the County recognize the need for common understanding about how to address conflicts or disputes when either party is of the opinion that an obligation of the other under this Framework may have been breached or matters arise where differences of opinion over actions or services need to be worked out.
- 15.2 If an elected official, administrator or any staff person from the Village or County thinks an obligation under this Framework has been “breached”, the matter should be brought to the attention of their CAO. The CAO will then investigate it and, if it appears that a breach occurred, the matter will be brought to the attention of the other municipality’s CAO. Once that has happened, the matter may be resolved directly between the municipalities through informal problem solving discussions between the CAOs and, if needed, the ICC.

- 15.3 Similarly, differences of opinion may occur outside a “breach” of an agreement. These may include divergent expectations in delivery of a joint service, a variance in how a committee or board wishes to proceed or any circumstance that may adversely affect or disrupt a service or relationship(s) between the municipalities. If the problem identified is not resolved through informal discussions, the municipalities agree to address it using the processes described below.

Notice of Dispute

- 15.4 When either Village Council or County Council believes there is a dispute under this Framework and wishes to engage in dispute resolution, the party alleging the dispute must give written notice of the matter(s) under dispute to the other party’s CAO.
- 15.5 During a dispute in respect of any aspect of this Framework, the parties must continue to perform their obligations under this Framework.

Negotiation

- 15.6 Within 14 calendar days after the notice of dispute is given, each party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 15.7 Each party will identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives will work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the parties will also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council ratification of any resolution that is proposed.
- 15.8 Representatives will negotiate in good faith and will work together, combining their resources, originality and expertise to find solutions. Representatives will attempt to craft a solution to the identified issue(s) by seeking to advance the interests of both parties rather than simply advancing their individual positions. Representatives will fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.
- 15.9 Representatives will seek to:
- (a) Clearly articulate their interests and the interests of their party;
 - (b) Understand the interests of other negotiators whether or not they are in agreement with them; and,
 - (c) Identify solutions that meet the interests of the other party as well as those of their own

“Cooling Off” Period

- 15.10 In the event that negotiation does not successfully resolve the dispute, there will be a “cooling off” period of 14 days before moving to the Mediation step of the dispute resolution process. This 14 day period will start on the day that the parties determine that the dispute cannot be resolved through negotiations. During this 14 day period the parties shall not discuss the dispute with each other nor schedule any meetings between them to discuss the matters that are the subject of the dispute.

Mediation

- 15.11 If the dispute cannot be resolved through negotiations, the representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation.
- 15.12 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts. The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 15.13 The mediator will be responsible for the governance of the mediation process. The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 15.14 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
- 15.15 If a resolution is reached through mediation, the mediator will provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each council.

“Cooling Off” Period

- 15.16 In the event that Mediation does not successfully resolve the dispute, there will be a “cooling off” period of 14 days before moving to the Arbitration step of the dispute resolution process. This 14 day period will start on the day that the parties determine that the dispute cannot be resolved through mediation. During this 14 day period the parties will not discuss the dispute with each other nor schedule any meetings between them to discuss the matters that are the subject of the dispute.

Report

- 15.17 If the dispute has not been resolved within 180 calendar days after the notice of dispute is given, the initiating party must, within 21 calendar days of the expiry of the 180 calendar day period, prepare and provide to the other parties a report.
- 15.18 Without limiting its generality, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 15.19 The initiating party may prepare a report before 180 calendar days after the notice of dispute have elapsed if the parties agree, or the parties are not able to appoint a mediator to assist with mediation.

Appointment of Arbitrator

- 15.20 Within 14 calendar days of a report being provided as described above, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report. If the representatives can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each party will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator.
- 15.21 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report to the Minister with a request to the Minister to appoint an arbitrator.
- 15.22 In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

Arbitration Process

- 15.23 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Act and Part 1 of the Regulation.
- 15.24 In addition, the arbitrator may do the following:
- (a) Require an amendment to this Framework;
 - (b) Require a party to cease any activity that is inconsistent with this Framework;
 - (c) Provide for how a party's bylaws must be amended to be consistent with this Framework;
 - (d) Award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

Deadline for Resolving Dispute

- 15.25 The arbitrator must resolve the dispute within 365 calendar days from the date the notice of dispute is given.
- 15.26 If an arbitrator does not resolve the dispute within 365 calendar days' time, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions the Minister considers appropriate.

Arbitrator's Order

- 15.27 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 15.28 The arbitrator's order must
- (a) Be in writing;
 - (b) Be signed and dated;
 - (c) State the reasons on which it is based;
 - (d) Include the timelines for the implementation of the order, and
 - (e) Specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 15.29 The arbitrator must provide a copy of the order to each party.
- 15.30 If an order of the arbitrator is silent as to costs, a party may apply to the arbitrator within 30 calendar days of receiving the order for a separate order respecting costs.

Costs of Arbitrator

- 15.31 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator must be paid on a proportional basis by the municipalities that are parties to this Framework.
- 15.32 Each municipality's proportion of the costs must be determined by dividing the amount of that municipality's equalized assessment by the sum of the equalized assessments of all of the municipalities' equalized assessments as set out in the most recent equalized assessment.

PART C: INVENTORY OF CURRENT SERVICES

16.0 Scope of Services Covered in Framework

- 16.1 The services that are included in this Framework are based on the listed requirements for an Intermunicipal Collaboration Framework (transportation, emergency services, water, wastewater, solid waste, recreation, and other services) in the MGA. The tables focus on “direct services” that are provided to a property or ratepayer. An example of this is the ability to make use of a recreation facility. Indirect services, meaning those that have a more “corporate” nature and are needed to support the direct delivery of services, are not included. An example is the finance department’s role in supporting front line departments through the proper collection of municipal taxes.
- 16.2 Nothing in this Framework is meant to limit the ability of the Village and County to investigate and, where deemed beneficial, establish means of sharing services that are of a corporate or organizational support nature.

17.0 Services Provided on a Municipal Basis

The following tables list and describe the services that the Village and County presently deliver on a municipal basis as the best means of delivering these services at this point in time.

Table A: Services Provided by the Village of Caroline on a Municipal Basis

| TYPE OF SERVICE | DESCRIPTION |
|---------------------------------------|--|
| Transportation - Snow and Ice Control | Involves the removal of snow and ice from roads and sidewalks to ensure safe passage. Includes plowing of all roads and clearing of sidewalks across public properties, clearing of public parking lots, steaming frozen culverts and catch basins, haul out of snow, operation of the snow dump, and spreading of de-icing material, sand and gravel. |
| Transportation - Road Maintenance | Involves the maintenance of all public roadways (except highways) within the village. Includes curb and lane markings, traffic signs and controls, crack sealing, pot hole repair, blading and gravelling of gravel lanes, putting up decorative lights, and management of trip hazards on sidewalks. |
| Transportation - Street Sweeping | Involves annual sweeping of all hard surface roadways. |

| TYPE OF SERVICE | DESCRIPTION |
|---|--|
| Water and Wastewater - Water Supply and Distribution | Delivery of municipal water supply, treatment and distribution services to individual properties through a piped system and operation of a bulk water station. Includes well supply, water treatment, and storage for treatment and fire flow, water main flushing and repair, hydrant maintenance and repair, meter reading, and service calls and repairs for water connections. |
| Water and Wastewater - Wastewater Collection and Treatment | Collection of wastewater effluent through series of collection mains and lift stations and conveyance to wastewater treatment plant. Includes the operation of the wastewater treatment plant, flushing of collection mains and service calls and repairs for wastewater connections. |
| Water and Wastewater - RV Sani-Dump Station | Operation of a sani-dump station at the RV Park/Campground for use by campers and tourists. Includes maintenance of immediate grounds and equipment, pumping out of tank and collection of payments. |
| Solid Waste - Residential Curbside Collection | Includes the collection of solid waste from residential properties and transportation to a disposal facility. |
| Solid Waste - General Clean Up and Large Item Pick Up | Includes the collection of litter and debris in public areas of the village and the annual curbside large item pick up offered to residential properties. |
| Recreation - RV Park and Campground | Involves the operation and maintenance of the Caroline Municipal RV park and Campground. Includes general maintenance of site, washroom and shower facilities, bookings and collection of payments. |
| Recreation - Parks and Boulevard Maintenance | Involves the maintenance and upkeep of all public properties in the village. Includes grass cutting along boulevards and within parks, playground maintenance and inspections, maintenance of benches, waste receptacles and picnic tables, collection of garbage and operation of outdoor skating rink. |
| Recreation - Library Building | Provision of a building for the local library and includes all building related expenses, lease and utilities. |
| Recreation - Caroline Youth/Elks Hall | Support for building operations for local youth groups and community groups to meet and provide programs. |

| TYPE OF SERVICE | DESCRIPTION |
|---|---|
| Other Services - Drainage and Storm Sewer | Delivery of drainage services through series of open ditches, channels and swales and piped collection system. Includes ditch clearing and shaping, clean out of catchbasins, and steam flushing of culverts and catchbasins |
| Other Services - Bylaw Enforcement | Delivery of enforcement services to ensure compliance with Village of Caroline bylaws. Includes addressing complaints, investigations and legal assistance. |
| Other Services - Cemetery | Delivery of services relating to the operation and upkeep of the Caroline Cemetery. Includes plot sales, mowing and general property upkeep, opening and closing graves, maintenance of burial records, and clearing lane access in winter. |

Table B: Services Provide by Clearwater County on a Municipal Basis

| TYPE OF SERVICE | DESCRIPTION |
|---|--|
| Transportation - Airport | Operation of the Rocky Mountain House Airport including fueling services, passenger services, hanger rental, runway and taxiway maintenance, annual airshow and support for firefighting base. |
| Transportation - Roadside Clean Up | Funding of annual clean-up of litter along County roads by community groups |
| Transportation - Road Maintenance | Delivery and maintenance of gravel and surfaced roads (346 km paved and 1,872 km gravel), roadside ditches and culverts, guardrails and traffic control devices, roadside signage, dust control, street sweeping, asphalt repair and crack sealing, spray patch repair, overlay program and regular blading. |
| Transportation - Bridge and Large Culvert (>1500mm) Maintenance | Erosion control, maintenance of abutments, surface sealing and deck repair, culvert replacement and guardrails for 175 structures. |
| Transportation - Snow and Ice Control | Delivery of services related to the removal of snow and ice from roadways to ensure safe passage |
| Water and Wastewater – Water Supply and Distribution | Delivery of municipal water treatment and distribution services and hydrant maintenance in one hamlet (includes potable water station) |

| TYPE OF SERVICE | DESCRIPTION |
|--|---|
| Water and Wastewater – Wastewater Collection and Treatment | Delivery of municipal wastewater treatment and collection services in select hamlets including flushing of collection mains, maintaining 3 sewage lagoons and 3 lift stations |
| Emergency Services - Emergency Management – County | Delivery of plans and programs to enable community response to wide scale emergency events and disasters affecting County only. |
| Recreation - Community Halls | Insurance coverage for 21 community halls throughout the County |
| Recreation - Museums | Provision of funding support for the operation of local museums. |
| Recreation - Multi-user Trails | Routine maintenance and grooming of gravel trails in Nordegg, Rig Street and staging areas |
| Other Services - Weed Control Programs | Programs that protect agricultural resources from noxious weeds and invasive plants. Includes weed control applications and education and outreach programs for rural landowners and urban weed control in Caroline and Rocky Mountain House. Includes custom spraying and community weed control programs. |
| Other Services - Agriculture Support Programs | Programs that promote best practices and provide supports and promotes farm viability and success of agricultural operations and fosters further development of the agriculture industry. Includes Livestock Traceability, On Farm Demonstration and Research, Feed Testing, Equipment Rental, and Ration Balancing programs. |
| Other Services - Pest Control Program | Programs that help landowners manage a variety of pests that impact agricultural production (rats, wild boar, dutch elm disease, zebra mussels, etc.) |
| Other Services - Vegetation Management | Management of vegetation in County road rights of way through roadside brushing, spraying, seeding and mowing. Covers approximately 320 km of paved roads and 2,300 km of gravel roads. Also includes reclamation of County gravel pits and management of park spaces and environmental reserve lands. |

| TYPE OF SERVICE | DESCRIPTION |
|---|--|
| Other Services - Environmental and Land Stewardship Programs | Education and outreach to landowners on water wells, solar pumps, setbacks from water bodies, testing of water quality, well head protection, tree planting, water conservation, riparian restoration and wildlife and pollinator habitat. |
| Other Services - Cemeteries | Mowing and grounds maintenance for nine private and municipal cemeteries, inventorying and land survey services, control of layout of plots and record keeping. |
| Other Services - Heritage Board | Programs for the preservation of heritage sites and features. |
| Other Services - Doctor Recruitment | Partner in the initiative to recruit doctors to set up practice in the area including governance committee, clinic and subsidized housing. |
| Other Services - Community Policing and School Resource Officer | Provision of one FTE RCMP officer that is assigned to police schools and liaise with students. |
| Other Services - Economic Development | Delivery of information and advice relating the establishment of businesses and investment in the area, promotions and marketing in coordination with other groups. |
| Other Services - Highway Patrol and Community Peace Officer Program | Delivery of enforcement services related to Federal and Provincial legislation and County bylaws using Community Peace Officers |
| Other Services - Storm Drainage and Storm Water Management Facilities | Maintenance of storm water management ponds, water control features (e.g. check dams in ditches), fences and signage around ponds, erosion of liners, clearing or inlet and outlet, and maintaining dry hydrant |

18.0 Services Provided by Third Party by Agreement with the Municipality

The following tables list and describe the services in the Village of Caroline and Clearwater County that are provided by a Third Party through an agreement with the municipality as the best means of delivering these services at this point in time. This includes any service where the majority of the activity is handed off to the Third Party and does not include services where a Third Party may provide support to municipal staff.

Table C: Services Provided by the Village of Caroline through a Third Party

| TYPE OF SERVICE | DESCRIPTION |
|-----------------------------------|--|
| Transportation - Street Lighting | Involves the installation, maintenance and ongoing operation of street lights. |
| Other Services - Seniors Programs | Support for building operations (water and wastewater services) for local seniors to meet and provide programs. |
| Other Services - Animal Control | Delivery of services related to the enforcement of the Village's animal control bylaw(s). Includes the collection and housing of animals found running at large. |

Table D: Services Provided by Clearwater County through a Third Party

| TYPE OF SERVICE | DESCRIPTION |
|---------------------------------|---|
| Transportation - Streetlights | Maintenance and operating costs for streetlights located in County hamlets |
| Recreation - Campgrounds | Operation of four seasonal, tourism oriented campgrounds, off-road vehicle staging areas and day use picnic areas |
| Other Services - Animal Control | Animal control program for animals running loose and non-compliance with animal control bylaw and kennel service. |
| Other Services - Seniors | Funding for seniors groups and operation of seniors' drop in centres, transportation service and wellness activities. |

19.0 Services Provided on an Intermunicipal Basis

The following tables list and describe the services that the Village and County presently deliver on an intermunicipal basis as the best means of delivering these services at this point in time.

Table E: Services Provided by the Village and County on an Intermunicipal Basis

| TYPE OF SERVICE | DESCRIPTION |
|--|---|
| <p>Solid Waste – Recycling and Waste Collection and Disposal</p> | <p><i>Currently Shared Service</i> - Includes the delivery of recycling services, management of 5 recycling/drop off depots and 10 waste transfer sites, household hazardous waste collection, and operation of a class 2 landfill through a regional solid waste authority.</p> <p>Lead is the Rocky Mountain Regional Solid Waste Authority which includes the Village and County as members.</p> <p>Service is funded through user rates in the form of tipping fees with tax payer support covering the requisition from the RMRSWA for items not recovered through the fee structure. Requisition is based on net operating costs and allocated on a per capita basis.</p> |
| <p>Recreation - Library Services</p> | <p><i>Currently Shared Service</i> - Delivery of library services such as access to various collections, computer and internet access, cinema program and gallery space and various programs for different age groups through the Village of Caroline Library Board and Parkland Regional Library.</p> <p>Lead for local library is the Village of Caroline Library Board and lead for regional library services is Parkland Regional Library.</p> <p>Funding is a combination of Provincial grant, user rates in the form of library memberships, donations, funding from Parkland Regional Library, and tax payer support to the operations of the local library board and building expenses. Parkland Regional Library is funded through a requisition to each municipality which is funded through tax payer support.</p> |

| TYPE OF SERVICE | DESCRIPTION |
|---|---|
| Recreation - Arena/The Hub | <p><i>Currently Shared Service</i> - Delivery of recreation services and programs through community arena, curling rink and community hall. Includes operation of the arena ice surface, curling rink lounge and ice surface, community hall and theatre, daycare space, medical services space, gym and fitness centre, outdoor ball diamonds and playing fields and related programs.</p> <p>Lead is the County with day to day operations provided through the Caroline & District Recreation & Agricultural Society.</p> <p>Service is funded through user fees for programs and activities and County tax payer support for items not covered through the fee structure.</p> |
| Recreation – Seniors Drop In and Programs | <p><i>Currently Shared Service</i> - Funding for seniors groups and operation of the Caroline & District Seniors Drop In Centre, transportation service and wellness activities.</p> <p>Lead is not defined. Each municipality provides support based on requests from community members and organizations.</p> <p>Service is funded through tax payer support from Village and County.</p> |
| Emergency Services - Fire Rescue Services | <p><i>Currently Shared Service</i> - Delivery of fire suppression, vehicle extrication, first medical response, water rescue, ice rescue, public education services and operation of five fire stations provided through Clearwater Regional Fire Rescue Services with dispatch services provided by City of Red Deer.</p> <p>Lead is the County as managing partner of the Clearwater Regional Fire Rescue Services.</p> <p>Service is funded through tax payer support with some offset for services relating to incidents on Provincial highways. Cost sharing formula is based on percentage shares of annual operating budget assigned to each municipality.</p> |

| TYPE OF SERVICE | DESCRIPTION |
|---|--|
| Emergency Services - Emergency Management | <p><i>Currently Shared Service</i> - Delivery of plans and programs to enable community response to wide scale emergency events and disasters and includes preparing and maintaining plans for responses, training for emergency operations centre functions, incident command system and reception centres and awareness and response if needed.</p> <p>Lead is the Clearwater Regional Emergency Management Agency which includes the Village and County as members.</p> <p>Service is funded through tax payer support with costs allocated on a percentage basis between municipalities.</p> |
| Other - Family and Community Support Services | <p><i>Currently Shared Service</i> - Provision of services that enhance the social well-being of individuals and families through the promotion of awareness, providing access to counselling and supports and undertaking programs intended to avoid social and physical harm. Partnership program with the Government of Alberta with day-to-day services provided through Clearwater Regional Family and Community Support Services.</p> <p>Lead is the Town of Rocky Mountain House as the managing partner of the Clearwater Regional Family and Community Support Services Board which includes the County and Village as members.</p> <p>Service is funded through tax payer support for the 20% matching contribution required by the Provincial program and allocated between the municipalities on a per capita basis.</p> |
| Other - Seniors Housing | <p><i>Currently Shared Service</i> - Provision of affordable seniors housing options and supports at Westview Lodge and independent living facilities in Rocky Mountain House, Leslieville, and Caroline and provided through Rocky Seniors Housing Council.</p> <p>Lead is the Rocky Seniors Housing Council which has board members from the Village and County.</p> <p>Service is funded through tax payer support with an annual requisition for operating costs based on each municipality's share of overall assessment value.</p> |

| TYPE OF SERVICE | DESCRIPTION |
|----------------------|---|
| Other - Weed Control | <p><i>Currently Shared Service</i> - Programs that protect agricultural resources from noxious weeds and invasive plants. Includes weed inspections and enforcement, weed control applications and urban weed control in Caroline. Includes custom spraying and community weed control programs.</p> <p>Lead is Clearwater County.</p> <p>Service is funded through tax payer support and enforcement revenues.</p> |

20.0 Inventory of Existing Agreements

20.1 The following agreements are in place between the Village of Caroline and Clearwater County with respect to services that are currently shared and delivered on an intermunicipal basis:

- The Regional Solid Waste Authority Agreement dated June 20, 2001 regarding the provision of solid waste management services;
- Stronger Together: Building Opportunities for Our Future Agreement dated September 13, 2013 regarding intermunicipal collaboration and cooperation for the benefit of the region;
- The Lease Agreement for the Caroline Community Complex dated December 31, 2013 regarding access to the buildings and lands making up the Caroline Community Complex;
- The Caroline Community Complex Governance Agreement dated December 31, 2013 regarding governance and input on the operations of the complex;
- The Revenue Sharing Agreement dated April 13, 2015 regarding transfer of funds to the Village from the County;
- The Joint Emergency Management Agreement dated February 20, 2016 regarding the establishment and operation of a shared emergency management agency;
- The Family and Community Support Services Agreement dated May 24, 2016 regarding the provision of family and community support services; and
- The Inter-municipal Regional Fire Rescue Services Agreement dated June 28, 2017 regarding the provision of fire and rescue services.

Note: Some of the agreements listed above involve other parties in addition to the Village and County. Many of the agreements are automatically renewing and have no set term.

PART D: FUTURE INTERMUNICIPAL SERVICES

21.0 Principles for Determining when a Service should be Shared

- 21.1 The following set of principles is intended to guide decisions around when a municipal service should be provided on a shared basis between the Village and the County to the benefit of the greater Caroline and area community. They speak to broad and general intent to assist the decision makers in assessing proposals and directing efforts towards areas of likely consensus.
- 21.2 The principles outlined below can also be applied to services proposed by other organizations, such as community groups, service providers, businesses, not-for-profit organizations and other government agencies in providing the broad range of services desired by the greater Caroline and area community.
- 21.3 Each of the following principles is of equal significance and is not intended to be used to rank the merit of service sharing proposals. Proposals that touch on more than one principle should generally be given a higher priority for review and consideration than those that only speak to one of the principles.
- 21.4 The Village and the County agree that a service should be considered for sharing where:
- Principle 1:* The service advances the shared vision and goals of the Village and the County for the long term future of the greater community.
 - Principle 2:* There is demonstrated means of, or high potential to, improve the quality of life for residents of the Village and the County.
 - Principle 3:* The service addresses a common need or desire of residents and ratepayers of the Village and the County. This may involve, and be evidenced through, actual use of the service or the opportunity for residents and ratepayers to make use of the service.
 - Principle 4:* There is mutual benefit in the form of reduced cost of service delivery and/or improved access to the service.
 - Principle 5:* Efficiencies in funding requirements, the amount of staff time, and/or the use of public resources are demonstrated or have a high potential to be realized.
 - Principle 6:* A higher level of service and/or quality of service can be delivered than would otherwise be the case.
 - Principle 7:* The Village and the County have, or are prepared to work under, a common vision and philosophy regarding the nature of the service to be provided and the manner in which the service would operate and be delivered.

Principle 8: Effective service delivery depends on the ability to acquire specialized or hard to obtain skill sets that are more likely to be attracted to the region through a pooling of efforts to attract and retain qualified staff.

22.0 Proposals for New Shared Services

- 22.1 Either party may put forward a proposal for a new shared service at any point in time. The proposal must be in writing and shall be submitted to the other municipality's CAO. The proposal will then be placed on the next available ICC meeting agenda.
- 22.2 A proposal for a new shared service shall address:
- (a) A brief description of the nature of the service and initial concepts for service delivery;
 - (b) A rationale for proposing that the service be shared and/or commenced;
 - (c) The relation of the proposal to the and principles described in Section 21 of this Framework; and
 - (d) The relative timing and priority for reviewing the proposal in light of the implementation schedule outlined in Part E of this Framework.
- 22.3 The proposal for a new shared service should occur prior to detailed work by the party making the proposal on the design and costing of the proposed service to enable input from the outset by both parties.

23.0 Proposals for New Capital Projects

- 23.1 The County and the Village will share their capital plans with one another.
- 23.2 Either party may invite the other to participate in a capital project. Either party may choose to participate or choose not to participate in a proposed capital project.
- 23.3 Either party may put forward a proposal for a new shared capital project or canvas the other party for interest in participating in a shared capital project at any point in time. Any proposal must be in writing and must occur as early as possible in the initial development of the idea for the project.
- 23.4 If the parties agree to participate in a joint capital project, the following items should be addressed in a written memorandum of understanding:
- (a) The mechanisms and processes that will be used to share decision making on the project from the initial concept and design stage through to management of a construction contract;
 - (b) The way decision making will be shared in relation to the contribution being made by each party;
 - (c) The terms for sharing costs for design work, project management, and construction costs.

24.0 Future Services to be Explored for Intermunicipal Delivery

- 24.1 The Village and County have agreed, in principle, to the exploration of further sharing of municipal services. Table F provides a listing, description and rationale for the services the parties have agreed to review and discuss during the first five years of this Framework. The order of appearance in Table F is not in order of priority.
- 24.2 The decision on which services are to be shared shall be made following review and discussion of each by the parties. If the decision is made to proceed, it shall take the form of a new agreement and an update to this Framework to reflect the outcome.
- 24.3 Where a decision has been made to move ahead with a new shared service, the agreement for the new service shall include, but not be limited to, the following items:
 - (a) A description of the roles, responsibilities, rights, privileges and obligations of all parties;
 - (b) One or more funding formulae for annual operating and capital expenditures;
 - (c) A dispute resolution process consistent with this Framework; and
 - (d) A process and schedule for the phasing out of current service delivery arrangements and transition to the new shared service arrangement.

Table F: Future Services to be Explored for Intermunicipal Delivery (Not in Order of Priority)

| TYPE OF SERVICE | DESCRIPTION |
|--|--|
| Water and Wastewater - RV Sani-Dump Station and Public Washroom | <i>Future Sharing Opportunity</i> - Operation of a sani-dump station at the RV Park/Campground or another location and a public washroom for use by campers, tourists and area residents. Includes maintenance of immediate grounds and equipment, collection of payments, and processing of wastewater. Rationale for sharing is to broaden access to service and put in place a way for users to fund the service. This may involve a capital project to set up a suitable facility. |
| Water and Wastewater – Wastewater Treatment Plant Capacity and Septage Receiving Station | <i>Future Sharing Opportunity</i> – Expansion of wastewater treatment plant capacity to serve regional users and the Village and operation of a septage receiving station accessible to rural properties needing a location to empty holding tanks. Effluent could be processed through the Village wastewater treatment plant and lagoons or other feasible options. Rationale for sharing is to provide access to a service for the proper disposal of wastewater. This involves a capital project and creation of a funding mechanism. A study of options, including one or more regional wastewater treatment plant(s), should first be undertaken to determine feasibility and costs. |

| TYPE OF SERVICE | DESCRIPTION |
|---|--|
| Water and Wastewater – Operators | <i>Future Sharing Opportunity</i> - Pool of qualified Water and Wastewater Operators (various levels) available to operate Village and County water and wastewater systems. Rationale for sharing is to ensure back-up staff, attract and retain qualified personnel, share training and certification costs and build on staff’s familiarity with the region. Note: similar arrangement has occurred in the past on a short term basis. |
| Transportation – Publicly Accessible Transportation | <i>Future Sharing Opportunity</i> - Involves setting up a system/service to assist all residents who do not have access to a private automobile to travel to and access services (e.g. commercial shopping area) and facilities (e.g. hospital) within the region. Rationale for sharing is to expand opportunities to access services to a broader base of residents and support existing services and facilities within the region. Will involve a capital project and creation of a funding mechanism. |
| Other – Broadband Services | <i>Future Sharing Opportunity</i> - Creation of a system giving high speed and high band width internet access to residences, businesses and public facilities. Rationale to provide access to a basic necessity for participating in the modern economy and civil society by increasing access to information, data transmission and telecommunications. Intent is to improve services to residents and enhance economic development possibilities. Will involve a capital project and creation of a funding mechanism. |
| Other - Bylaw Enforcement | <i>Future Sharing Opportunity</i> - Delivery of enforcement services to ensure compliance with municipal bylaws and enforcement of Federal and Provincial legislation. Includes addressing complaints, investigations and legal assistance. Rationale for sharing is to broaden access to qualified enforcement personnel for the Village and enable enforcement by County staff on highway related offences in Village boundaries. |

| TYPE OF SERVICE | DESCRIPTION |
|-----------------------------|---|
| Other - Cemetery | <p><i>Future Sharing Opportunity</i> - Delivery of services relating to the operation and upkeep of the Caroline Cemetery. Includes plot sales, mowing and general property upkeep, opening and closing graves, maintenance of burial records, and clearing lane access in winter. Rationale for sharing is based on availability to County residents and sharing of costs. A funding mechanism would be needed and may include adjustment of the prices charged for burials and plots.</p> |
| Other- Economic Development | <p><i>Future Sharing Opportunity</i> - Delivery of information and advice relating the establishment of businesses and investment in the area, promotions and marketing in coordination with other groups through a shared Economic Development Office(r). Rationale for sharing is to strengthen the economic prospects of the region as a combined community. Some sharing occurs now through participation in the Central Alberta Economic Partnership.</p> |

PART E: IMPLEMENTATION SCHEDULE

Table G describes the follow up work that is required to implement this Framework within the first six years of it being adopted. It includes the review and update of agreements for currently shared services, the priority for the review and possible creation of new agreements for new shared services identified in Table F, and the mandatory review and update of bylaws and agreements for consistency with this Framework.

The target dates provided in Table G are meant as a guide for the general order of working through the shared priorities of the Village and the County. Some items may take less than a year to discuss and determine a course of action and others may take more than a year. The target dates may have to be adjusted as discussions progress.

Table G focuses on the order of priority identified by the Village and the County as of the date this Framework was created. The order in which items are discussed may have to be adjusted where other municipalities that are not party to this Framework are parties or potential parties to a new or updated agreement. The Village and County may also mutually agree to adjust the order of priority laid out in Table G without a requirement for formal amendment of this Framework.

The CAOs shall be responsible for coordinating the process for each of the activities/items listed in Table G. This may entail:

- (a) Setting out an annual work plan with the ICC and Councils;
- (b) Undertaking preliminary work or research needed to assist the discussion of the scheduled activities/items;
- (c) Obtaining resources, if needed, to undertake the discussion of each activity/item;
- (d) Suggesting adjustments to the order and priorities of the activities/items listed in Table G; or
- (e) A combination of the above.

Table G: Framework Follow Up 2020 to 2025

| Target Year for Discussions to Occur | Activity/Item |
|--------------------------------------|---|
| 2019 | Existing Revenue Sharing Agreement up for review |
| 2019 | Exploration of Water and Wastewater - Wastewater Treatment Plant Capacity and Septage Receiving Station |
| 2020 | Exploration of Economic Development Services |
| 2020 | Exploration of Water and Wastewater - RV Sani-Dump Station and Public Washroom |
| 2021 | Existing Joint Emergency Management Agreement up for review |
| 2021 | Exploration of Water and Wastewater - Operators for Water and Wastewater Systems |
| 2021 | Exploration of Broadband Services involving the Village of Caroline |
| 2021 | Review and update of all bylaws for consistency with Framework |
| 2022 | Review and update of other existing agreements for consistency with Framework |
| 2022 | Exploration of Bylaw Enforcement Services |
| 2022 | Exploration of Cemetery Services |
| 2023 | Review of Intermunicipal Collaboration Framework |
| 2023 | Existing Caroline Community Complex Governance Agreement up for review |
| 2023 | Exploration of Publicly Accessible Transportation Services |
| 2024 | Review and update of all remaining existing agreements for consistency with Framework |
| 2025 | Review and update of all remaining existing agreements for consistency with Framework |