

**ALBERTA BEACH  
BYLAW #283-21**

**BEING A BYLAW OF ALBERTA BEACH IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF ADOPTING THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN ALBERTA BEACH AND THE SUMMER VILLAGE OF SUNSET POINT.**

**WHEREAS**, the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and amendments thereto authorizes a municipality to enter into agreement with another municipality and Section 708, Part 28, Division 1 states that municipalities that have common boundaries must create a Intermunicipal Framework with each other;

**AND WHEREAS**, the purpose of the Intermunicipal Collaboration Framework is to provide for the integrated and strategic planning, delivery and funding of intermunicipal services; to steward resources efficiently in providing local services; and to ensure municipalities contribute funding to services that benefit their residents;

**AND WHEREAS**, Alberta Beach and the Summer Village of Sunset Point have worked collaboratively on the preparation of an Intermunicipal Collaboration Framework between both municipalities;

**AND WHEREAS**, Council of Alberta Beach deems it desirable and appropriate to adopt the Alberta Beach and Summer Village of Sunset Point Intermunicipal Collaboration Framework;

**NOW THEREFORE**, the Council of Alberta Beach, in the Province of Alberta, duly assembled, hereby enacts as follows:

1. That this Bylaw may be cited as the "Alberta Beach and Sunset Point ICF Bylaw";
2. That the "Intermunicipal Collaboration Framework between Alberta Beach and the Summer Village of Sunset Point" attached and forming part of this Bylaw, is hereby adopted; and
3. That this Bylaw shall come into force and effect upon the third and final reading, and signing of this Bylaw.


**READ** a first time this 16<sup>th</sup> day of March, 2021.


**READ** a second time this 16<sup>th</sup> day of March, 2021.

**UNANIMOUS CONSENT** given to proceed to third reading this 16<sup>th</sup> day of March, 2021.

**READ** a third and final time this 16<sup>th</sup> day of March, 2021.

**SIGNED** by the Mayor and Chief Administrative Officer this 17<sup>th</sup> day of March, 2021.

  
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Mayor, Jim Benedict

  
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Chief Administrative Officer, Kathy Skwarchuk

**INTERMUNICIPAL COLLABORATION FRAMEWORK**

**ALBERTA BEACH**

**&**

**SUMMER VILLAGE OF SUNSET POINT**

**CORE SERVICES**

- TRANSPORTATION
- WATER
- WASTE WATER
- SOLID WASTE
- EMERGENCY SERVICES
- FIRE SERVICES
- ENFORCEMENT SERVICES
- RECREATION

**OTHER SERVICES OF MUTUAL BENEFIT**

- LIBRARIES
- FCSS
- SENIORS HOUSING
- ECONOMIC DEVELOPMENT

**WHEREAS**, Alberta Beach and Summer Village of Sunset Point share a common boundary;  
and

**WHEREAS**, Alberta Beach and Summer Village of Sunset Point share common interests and  
are desirous of working together to provide services to their ratepayers; and

**WHEREAS**, the *Municipal Government Act* stipulates that municipalities that have a common  
boundary must create a framework with each other that describes the services to be provided  
under the framework that benefit residents in more than one of the municipalities that are parties  
to the framework, identifies which municipality is responsible for providing which services and  
outlines how the services will be delivered and funded.

**NOW THEREFORE, both parties agree as follows:**

## **1. DEFINITIONS**

In this Framework, words have the same meanings as set out in the *Municipal Government Act*,  
except that:

- A. "Committee" means the Alberta Beach & Sunset Point Intermunicipal  
Collaboration Framework (ICF) Committee established in Section 3 of this  
Framework.
- B. "Framework" means this intermunicipal collaboration framework entered  
into by the Parties pursuant to part 17.2 of the *Municipal Government Act*.
- C. "Parties" means Alberta Beach and Summer Village of Sunset Point, and "Party"  
means any one of them.
- D. The word "shall" is interpreted as meaning an obligatory direction.

## **2. TERM AND REVIEW**

- A. In accordance with the *Municipal Government Act*, this Framework shall  
come into force on the passing of bylaws by the Parties that contain this  
Framework.
- B. This Framework may be amended by mutual consent of the Parties and  
shall come into force on the passing of bylaws by the Parties that contain  
the Framework as amended.
- C. It is agreed that the Parties shall meet at least once every five years, as  
requested in writing by either party or as outlined within the framework to  
review, discuss and propose amendments to the framework.

### **3. INTERMUNICIPAL COOPERATION**

- A. The Parties hereby establish a committee to be known as the Alberta Beach & Sunset Point Intermunicipal Committee.
- B. The Committee shall consist of six (6) members, being one (1) Mayor, or Deputy Mayor, one (1) Councillor and one (1) CAO from each Municipality. An Alternate may be appointed as required.
- C. The Chief Administrative Officers or designate(s) of each Party will be advisory staff to the Committee and responsible to develop agendas and recommendations where appropriate.
- D. The mandate of the Committee shall be to develop recommendations to the respective Councils of the Parties regarding intermunicipal collaboration.
- E. A Party may request a meeting of the Committee on giving at least thirty (30) calendar days' notice. Meeting requests will be directed to the Chief Administrative Officer for the respective Party.

### **4. GENERAL SERVICE PROVISION**

- A. Unless otherwise specified the Parties have agreed that the best and most efficient way to provide services to residents is to continue providing services independently or through the various arrangements that each Party currently has with their respective neighbours.
- B. In addition, Alberta Beach and Sunset Point agree to support each other through various grant funding opportunities, when they arise.

### **5. INTERMUNICIPAL SERVICE PROVISION**

In congruence with the *Municipal Government Act*, the following section outlines the level of service provision between Alberta Beach and Summer Village of Sunset Point:

## **1) TRANSPORTATION**

### **Description:**

Both municipalities shall retain the responsibility for all roads within their respective municipal boundaries. Each municipality is responsible for the maintenance and snow clearing of the roads within their boundaries.

Any major roadwork or asphalt paving required for 50<sup>th</sup> Ave, Sunset Drive, 47<sup>th</sup> Street, and Boundary road may be completed on a cost sharing basis subject to municipalities agreeing on the scope of the work and costs. All cost sharing requests will be considered in allowance to municipal budgets.

While maintenance is the responsibility of the Municipality in which the road lies. Annually the municipalities shall work in conjunction with the Summer Village of Val Quentin to jointly tender roadmaintenance costs for crack filling, line painting and street sweeping in the respective municipalities. Each CAO will be responsible for acquiring tenders as per the following schedule:

2021- Alberta Beach

2022- Val Quentin

2023 Sunset Point

And on a rotational basis thereafter.

### **Lead Municipality:**

Each municipality retains responsibility for all roads within their respective municipal boundaries.

### **Funding**

The respective Parties will fund all transportation requirements through their respective budgets. Where support is required from one Party, the municipalities will agree on the scope of work and the costs involved for each participating municipality.

Each municipality will be responsible for the operational costs associated with the joint tendering for crackfilling, linepainting and or street sweeping in their respective municipalities acquired through the joint tender and mobilization costs will be split evenly.

### **Timeline**

The Parties will continue consultation and support for each municipality where and when required.

For the Joint Tender it should be the responsibility of, Alberta Beach in 2021, Val Quentin in 2022 and Sunset Point in 2023. The responsibilities of this tender shall be repeated as needed.

### **Transition Plan**

The Parties will continue its amiable working relationship built on fairness and equality. Changes to how the respective municipalities deal with transportation issues are not anticipated, but the two municipalities will continue to support regional initiatives where possible and will continue to support transportation within the region.

### **Term of Review**

Transportation issues will be reviewed on an as required basis in line with each municipalities review of its ongoing 3 year operating budget and 5 year capital budget.

## **2) WATER**

### **Description**

Residents within the municipalities have independent wells or cisterns to meet water requirements. The municipalities have partnered in the West Interlake District Regional Water Commission (WILD) and contribute to the capital costs (annual debenture payments) and operational costs. It is not anticipated that either Party will initiate a municipal water service in their respective municipalities, but both Parties may work cooperatively with other municipal partners to work collaboratively to investigate a regional distribution system.

### **Lead Municipality**

WILD Regional Water Commission is the lead for the regional water transmission line and waterfill stations.

Possible distribution of water may be an opportunity to explore with Alberta Beach, the Summer Village of Sunset Point and other regional partners. (distribution from the existing water fill station may be developed on an agreed cost-sharing formula.) Prior to commencing connections to the Alberta Beach Truck fill station both parties agree to meet and discuss regional options for services.

### **Funding**

Funding for the WILD Regional Water Commission is detailed within the capital and operating agreements with the respective municipalities and WILD Regional Water Commission.

If additional funding is required for new water facilities, these agreements will be negotiated with the participating municipalities.

### **Timeline**

Current funding agreements will remain in place with WILD. There is no timeline for transition to a regional distribution system.

### **Transition plan**

Existing agreements are in place. If new projects are initiated, then a transition plan may be developed for the planned project. Both parties agree to investigate the development of a Regional Water Distribution Commission or Utility Service to be responsible for water distribution of potable water.

### **Term of review**

Contract agreements with WILD Regional Water Commission spell out all contractual requirements for review

### **Dispute Resolution**

Contracts with WILD Regional Water Commission contain requirements for dispute resolution.

## **3) WASTE WATER**

### **Description**

Residents within the Summer Village of Sunset Point and Alberta Beach are partners in the Tri Village Regional Sewer Services Commission (TVRSSC). The Commission members are Alberta Beach, Sunset Point and Val Quentin. The Commission is responsible for providing wastewater services to the municipalities.

The TVRSSC is responsible to ensure proper Sewer connections, sewer mains and lift stations are installed and operating within the municipality. The Commission is responsible for the operations and maintenance of the shared sewer and lagoon system.

### **Lead Municipality**

The TVRSSC is the lead for the sewer system and sewage lagoon.

### **Funding**

Funding for the TVRSSC is as per agreement with TVRSSC.

### **Timeline**

Ongoing agreements in place.

### **Transition Plan**

No transition away from the Tri Village Lagoon Commission is contemplated.

**Term of Review**

Contractual arrangements within the TVRSSC specify review timelines.

**Binding Dispute Resolution**

Agreements with the TVRSSC specify dispute resolution.

Alberta Beach and Sunset Point are satisfied with the existing relationship with the Tri Village Lagoon Commission and do not anticipate any issues.

**4) SOLID WASTE**

**Description**

Alberta Beach and the Summer Village of Sunset Point collect solid waste from residents, and deliver the solid waste to the Highway 43 East Waste Commission, and pay a tipping fee based on the weight of the refuse. Residents can also deliver waste to the landfill operated by the Highway 43 East Waste Commission and pay the associated fees.

The landfill is owned and operated by the Highway 43 East Waste Commission.

**Lead Municipality**

Highway 43 East Waste Commission, a partnership of member municipalities is responsible for overseeing the operations of the landfill.

**Funding**

The landfill is operated by the Highway 43 East Waste Commission and collects a tipping fee from users to fund the operations.

**Timeline**

This is an ongoing agreement with the Highway 43 East Waste Commission, Alberta Beach and the Summer Village of Sunset Point.

**Transition plan**

No changes are expected to occur in the immediate future.

**Term of Review**

As per the agreement with the Highway 43 East Waste Commission.

**Binding Dispute Resolution**

As per the agreement with the Highway 43 East Waste Commission.



## **5) EMERGENCY MANAGEMENT**

### **Description**

The Summer Village of Sunset Point is a member of the regional emergency management partnership for the purpose of an integrated emergency management planning and operations with other Summer Villages within the area.

Alberta Beach has its own Emergency Management Agency and Advisory Committee responsible for the planning and operations of emergency management within its boundaries.

### **Lead Municipality**

Each municipality has established their own Emergency Management Advisory Committee and respective Agency.

### **Funding**

Each municipality is responsible for funding emergency management in their respective municipality.

### **Timeline**

Each Emergency Management Agency meets on a regular basis to review the planning and operations for emergency management for the partners in the respective region.

### **Transition Plan**

While no transition away from this current model is currently considered. Both municipalities endeavour to work cooperatively and ensure that a mutual aid agreement be established. Further to this all parties commit to investigating the viability of a regional tri-village emergency management agency.

### **Term of review**

As established within the Regional Emergency Management Agency agreements

### **Dispute Resolution**

As established within the Regional Emergency Management Agency agreements.

## **6) FIRE SERVICES**

### **Description**

The Town of Onoway provides fire suppression services within the respective municipalities through the services of Onoway Regional Fire Service.

The fire suppression agreement with the Town of Onoway also includes a mutual aid clause for backup assistance from the Lac Ste Anne County Fire Services.

**Lead Municipality**

The Town of Onoway is the lead agency for fire protection in both communities.

**Funding**

The Onoway regional Fire Services is funded through an annual contribution as established in the Fire Service Agreement.

Each respective municipality is responsible for funding for fire services.

**Transition Plan**

No transition away from this current model is currently contemplated. While each municipality is allowed to transition to an alternative fire service provider a mutual aid agreement for fire services shall always be maintained.

The municipalities agree to provide notice in accordance with the fire service agreement if making any changes to fire service.

**Term of review**

Existing agreements are in place, renewal agreements are based on a 5-year term. No changes are currently anticipated.

**7) ENFORCEMENT SERVICES**

**Description**

Alberta Beach provides Community Peace Officer(s) (CPO) service to the Summer Village of Sunset Point.

**Lead Municipality**

Alberta Beach is the lead municipality for CPO services.

**Funding**

The CPO service are provided on a cost sharing basis as per a separate agreement.

**Transition Plan**

No transition away from this plan is expected at this time.

**Term of review**

Existing agreements are in place, renewal agreements are based on terms of that agreement. No changes are currently anticipated.

## **8) RECREATION**

### **Description**

The Summer Village of Sunset Point does not operate park/recreational facilities however it is abundant in recreational land and provides a high level of water access to its citizens and large trail network which is used by both municipalities' residents.

However, the Summer Village does recognize that residents of the Summer Village do participate in recreation programs that are operated within Alberta Beach. The Summer Village of Sunset Point does provide annual contributions to these recreation facilities, these contributions are determined within the annual Sunset Point budget process.

Alberta Beach has a variety of recreational facilities which are operated by Alberta Beach and its various service groups where Alberta Beach subsidizes the services for the various service groups.

### **Lead Municipality**

The lead municipality for recreation facilities and programs is the municipality in which the facilities or programs are situated.

The Summer Village of Sunset Point is solely responsible for any recreation activities that occur within the Summer Village.

Alberta Beach is solely responsible for any recreation activities that occur within the Village.

### **Funding**

The Summer Village of Sunset Point provides funding for recreational facilities and activities within the region as established within the annual budget. Sunset Point commits to provide ongoing annual funding to Recreation projects in Alberta Beach.

Alberta Beach provides funding to the recreational facilities and activities within its boundaries as established thru its annual budget. In addition, Alberta Beach receives additional funding from other municipalities to further subsidize the variety of recreational services in the community.

### **Timeline**

Ongoing, on an annual allocation.

### **Transition Plan**

No changes or transition is anticipated. Alberta Beach and Sunset Point agree to support one another with grant opportunities in future grant projects.

Sunset Point would support Alberta Beach if it wanted to implement a user pay system on the various users of some of its infrastructure including but not limited to its Boat Launch, and Museum. Each party agrees to participate in the Lac Ste. Anne Regional Recreation Committee to investigate option for shared funding for creation facilities in the region.

**Term of Review**

Recreation contributions are reviewed on an annual basis.

**6. OTHER SERVICES OF MUTUAL BENEFIT**

**A) LIBRARIES**

**Description**

Both municipalities pay a Library requisition to the to the Yellowhead Regional Library Board (YRL) based on a per capita levy. In addition to the annual requisitions, the municipalities provide annual funding to the Alberta Beach Library.

**Lead Municipality:**

Alberta Beach Library Board.

**Funding**

The per capita funding of YRL is determined by the YRL board on an annual basis.

Sunset Point commits to providing annual funding to the Alberta Beach Library on an annually basis based on its annual budget process at a per capita commitment of \$15.57 for the next five years.

Alberta Beach commits to providing annual funding to the Alberta Beach Library on an annual basis based on its annual budget process. Alberta Beach agrees to match the per capita funding of the Summer Village of Sunset Point through a combination of direct funding and in-kind services (Alberta Beach will provide a breakdown of the in-kind services on any request from the Summer Village of Sunset Point).

**Timeline**

Ongoing, on an annual allocation for next five years.

**Transition Plan**

No changes or transition is anticipated. However Sunset Point has formally requested that the Alberta Beach Library starts recording users residency to the best of their ability recognizing the library's staffing limitations. The Library has agreed to this service change. The intent is that in 2025 all partner municipalities may be able to better allocate funding support based on use rates rather than per capita allotments.

## **B) FCSS**

### **Description**

Alberta Beach and the Summer Village of Sunset Point transfers its FCSS funding to the Town of Onoway which provides funds to various organizations for events and activities hosted within the area.

Lead Municipality: Town of Onoway.

### **Funding**

Each municipality provides funding to FCSS in accordance with Provincial requirements.

### **Timeline**

Ongoing, on an annual allocation

### **Transition Plan**

Both parties agree to commit to the establishment of a FCSS Tri-village Committee made up of Alberta Beach, and the Summer Villages of Sunset Point and Val Quentin with the intent of regionally allocating all funds for the three municipalities in the most cost effective and efficient manner so that all community groups receive funding.

The Committee shall consist of 3 elected officials one from each municipality. A meeting shall be held no later than March each year to outline the funding requirements of the future budget year.

## **C) SENIORS HOUSING**

### **Description**

Alberta Beach and the Summer Village of Sunset Point provides funding for seniors housing throughout the region through an annual requisition from the Lac Ste Anne Foundation.

## **D) ECONOMIC DEVELOPMENT**

### **Description**

The municipalities will work together to discover and promote economic opportunities in the region in accordance with best practice and the Tri-Village Intermunicipal Development Plan. Alberta Beach contracts to a third party for planning and development requirements. Sunset Point sources these services internally.

## **7. COLLABORATION PROCESS**

- 1) In their present circumstance, neither Party intends to engage in future projects or agreements with one another in the foreseeable future, apart from mutual aid agreements that may be renewed or amended in the future. However, if a circumstance arises that one Party wishes to enter into an intermunicipal service agreement, section 7(2) to 7(10) of this Framework shall dictate the process.
- 2) In the event either Party believes the development of a new project and/or service may benefit residents of the other Party and request collaboration or a cost-sharing agreement, the initiating Party's Chief Administrative Officer shall notify the other Party's Chief Administrative Officer of such a development and/or service being considered for construction or development.
- 3) The initial notification, as referenced in section 7(2) of this Framework, will include a general description of the project, estimated costs and timing of expenditure.
- 4) Once either Party has received notice of a new project, an Intermunicipal Committee meeting must be held within 30 calendar days of the date the notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) The Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements and bring forward recommendations to the Parties' respective Councils as the final decision-making authorities. Both Alberta Beach and Summer Village of Sunset Point shall agree that time shall be of the essence throughout the Intermunicipal Committee meetings.
- 6) When developing service agreements, the Committee shall clearly identify which municipality will lead service delivery for the service(s).
- 7) When developing service agreements, the Committee shall determine the appropriate funding for the service(s) being discussed.
- 8) All future service agreements shall set out a process for discontinuing the service provided if one or both Parties wish to discontinue in the service delivery.
- 9) All future service agreements shall set out a time frame for the delivery of the service(s) being discussed including the start date of the service delivery.
- 10) In the event that the Intermunicipal Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 8 of this document.

## 8. DISPUTE RESOLUTION

Where Dispute Resolution mechanisms are not already established in the various partner agencies, commissions or committees both municipalities agree to follow the following steps for dispute resolution:

- 1) The Parties commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) Both parties shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) Any dispute arising out of the interpretation, implementation of this Framework or any contravention or alleged contravention of this Framework will firstly be addressed by the CAO's or designate of both Parties.
- 4) Where dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Committee.
- 5) Where a dispute cannot be resolved to the satisfaction of the Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both parties, unless the Committee agrees to extend this timeframe.
- 6) Where a dispute cannot be resolved to the satisfaction of the Councils of both parties, the Parties may seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the parties.
- 7) In the event that a dispute cannot be resolved through the above noted provisions, the arbitration processes contained in Part 17.2 of the *Municipal Government Act* shall apply whether or not one year has passed after the Parties started the dispute resolution process in this Framework.

## 9. CORRESPONDENCE

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

In the case of Alberta Beach to:

Alberta Beach  
c/o Chief Administrative Officer  
Box 278  
Alberta Beach, AB  
T0E 0A0

In the case of Summer Village of Sunset Point to:

Summer Village of Sunset Point  
c/o Chief Administrative Officer  
Box 256  
Alberta Beach, AB  
T0E 0A0

- 2) Email to the respective parties CAO and Mayor shall also be an acceptable means of written notice in relation to this agreement.

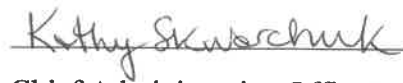
IN WITNESS THEREOF the Parties have executed this Agreement as of the 30 day of March, 2021.

**ALBERTA BEACH**

**SUMMER VILLAGE OF SUNSET POINT**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Chief Administrative Officer