

ALBERTA BEACH COUNCIL
ROUND TABLE MEETING
BEING HELD IN THE ALBERTA BEACH COUNCIL CHAMBERS
AND BEING HELD ELECTRONICALLY VIA ZOOM
TUESDAY, NOVEMBER 12 2024 AT 5:30 P.M.

AGENDA

- P.2-9 1. Development Officer – Results of Surveys Regarding Possible Amendments to Land Use Bylaw #252-17 to Allow Sea Cans in Residential Districts
- P.10-33 2. Elections Alberta – Local Authority Election Act Amendments – Data Sharing Agreement
- P.34-44 3. Review of ICF between Alberta Beach & Lac Ste. Anne County (Bylaw #282-21)
- P.45-60 4. Review of ICF between Alberta Beach & Summer Village of Sunset Point (Bylaw #283-21)
- P.61-71 5. Review of ICF between Alberta Beach & Summer Village of Val Quentin (Bylaw #284-21)
- 6.
- 7.
- 8.



**“Roundtable” Discussion – Village of Alberta Beach
Possible amendments to Land Use Bylaw 252-17**

November 12th, 2024

Prepared by: Paul Hanlan - Development Officer

Background

This matter was initially brought to the Village’s “Roundtable” on August 13th, 2024.

Alberta Beach Land Use Bylaw No. 252-17 was fully consolidated September 19, 2017. Since this consolidation further amendments have been approved by Village Council – including:

- Cannabis regulations (including production and retail),
- Accessory Structure – Height (specifically allow 2 story detached garages); and
- Most recently – changes to minimal habitable area for new residential construction and relaxing “width-to-depth” ratio of new construction from no less than “2:1” to “3:1”.

As per Section 2.4 of the LUB “Amendments of the Land Use Bylaw” – the Council on its own initiative may give first reading to a bylaw to amend the Land Use Bylaw.

Discussion

Sea Can placements in Alberta Beach

The Development Officer affirms the following comments regarding Sea Cans:

1. Possible aesthetic concerns of Sea Can placements
 - a. See Sec. 4.25 of the LUB on the next page (in Commercial and Industrial Districts)
 - b. Possibility of adequate “approval conditions” to ensure appearance and placement
2. Practical implications of securing Safety Codes approvals
 - a. Too expensive to secure engineering
 - b. Possibility of temporary placements that would not require safety code approvals for cold storage use of Sea Cans.
3. More secure and durable than most other types of Accessory Structures in the Village.
 - a. A significant concern to these property owners.

Regarding the use of Sea Cans as “Accessory Structures” (i.e. sheds) in the Village Land Use Bylaw No. 252-17 currently states:

SECTION 1.9 DEFINITIONS OR MEANINGS

“ACCESSORY BUILDING” means a building which is separate from the principal building on the parcel where both are located and which the Development Authority decides is incidental to that of the principal building, and includes garages, boathouses, fabric shelters and guest houses.

“SEA CAN” means a large container designed to store goods, commonly made of metal and used for transport

SECTION 4.25 SEA CANS

As a condition of granting a development permit for a sea can, the Development Authority may require the sea to conform aesthetically to buildings upon adjacent properties and those within the District. This may include, but is not limited to, buffering it from public view and/or enclosing it entirely within a building.

SECTION 5.2 R-1 – RESIDENTIAL – SINGLE FAMILY

This property is zoned Single Family in the Village of Alberta Beach. This residential District does not permit a Sea Can as either a “Permitted” or “Discretionary” use. Sea Cans are not allowed in this Land Use District.

Currently – no residential land use district allows for Sea Cans as either a “permitted” or “discretionary” use.

SECTION 5.9 C1 – COMMERCIAL

This is one of three Districts in the Village which permits a Sea Can as a “Discretionary” use. Sea Cans are potentially allowed in this Commercial Land Use District.

SECTION 5.10 C2 – COMMERCIAL – MIXED USE

This is the second of three Districts in the Village of which permits a Sea Can as a “Discretionary” use. Sea Cans are potentially allowed in this Commercial Land Use District.

SECTION 5.12 M1 – LIGHT INDUSTRIAL

This is the third District in the Village which permits a Sea Can as a “Permitted” use. Sea Cans are allowed in this Industrial Land Use District with conditions of approval.

September 14th, 2024 Open House

During the August 13th, 2024 “Roundtable” the author was instructed to prepare an Information Memo (Attachment #1) and Survey (Attachment #2) for presentation and distribution during the Village’s September 14th, 2024 Open House. There was strong community response during the Open House and Administration kept collecting Survey responses until the end of October.

These survey responses are detailed in Attachment #3 (a review summary is provided below).

<u># of Surveys completed -</u>	<u>43 surveys</u>
<u>Respondents were residents of Alberta Beach (non-residents 19%) -</u>	<u>81%</u>
<u>Respondents that did not support placement of Sea Cans -</u>	<u>58%</u>
<u>Respondents that did not think Sea Cans were a reasonable alternative/option -</u>	<u>51%</u>
<u>Top three concerns expressed regarding the possibility of Sea Can placements were:</u>	
	<u>Appearance/Aesthetics - 79%</u>
	<u>Finish - 72%</u>
	<u>Rusting - 67%</u>
<u>Respondents that indicated they DID NOT want residential Sea Can placements -</u>	<u>49%</u>

All “Additional Comments” received by the Village are included and shown in Attachment #4.

The Development Officer provides the September 14th, 2024 survey results for the further consideration of the Roundtable.

"Round Table" Alternatives:

1. Receive this Memo as information and take no further action regarding this matter.
2. Receive this Memo for information and direct Administration what additional information may be required at this time.
3. Receive this Memo for information and direct Administration to prepare an amending bylaw to consider the incorporation of potential amendments to Land Use Bylaw 252-17 regarding the placement/use of Seas Cans as Accessory Structures in Residential Districts.



OPEN HOUSE – Village of Alberta Beach
Possible amendments to Land Use Bylaw 252-17
Sea Cans (as Accessory Structures or Sheds)
In R-1 and R-2 Residential Districts

September 14th, 2024

During the August 13th, 2024, Council “Round Table” a decision was made to engage with residents of the Village regarding the possibility of amending Land Use Bylaw 252-17 to allow Sea Cans – in the R-1 or R-2 Residential Districts as sheds. The Land Use Bylaw currently restricts placement of Sea Cans as Accessory Structures (Sheds) to just these three (3) districts:

1. C1 – Commercial;
2. C2 – Commercial – Mixed Use; and
3. M1 – Light Industrial

Currently, the Land Use Bylaw does not allow Sea Cans in any Residential District (other than up to one (1) year in conjunction with new construction and an approved Development Permit). Administration is seeking public feedback to determine whether there may be support for a future amendment to the Land Use Bylaw to permit Sea Cans in the R-1 and R-2 Residential Districts. **Please take time to complete the unanimous survey at the end of this memo. Thank you!**



- Sea cans can be as “potentially attractive” as this example on the left.
- However, such a Sea Can Accessory Structure is engineered and could already be permitted under the current Land Use Bylaw.
- **These examples are prohibitively expensive but address the main concerns regarding Sea Cans – being:**
 1. Aesthetics (don’t look like Sea Cans) and would “fit into” most residential districts.
 2. They are engineered and would therefore pose no Safety Code concerns.
 3. They are finished in durable materials or finishes to withstand the elements.
 4. These “types” are not an LUB concern.

Definitions (Existing)	SECTION 1.9 “DEFINITIONS OR MEANINGS” in the Land Use Bylaw states: “ACCESSORY BUILDING” means a building which is separate from the principal building on the parcel where both are located and which the Development Authority decides is incidental to that of the principal building, and includes garages, boathouses, fabric shelters and guest houses. “SEA CAN” means a large container designed to store goods, commonly made of metal and used for transport.
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Regarding the placement of Sea Cans as Sheds in the Village Land Use Bylaw No. 252-17 states: "SECTION 4.25 SEA CANS" *As a condition of granting a development permit for a sea can, the Development Authority may require the sea to conform aesthetically to buildings upon adjacent properties and those within the District. This may include, but is not limited to, buffering it from public view and/or enclosing it entirely within a building.* However, Residential Single-Family Districts do not allow Sea Cans (regardless of size) as either a "Permitted", or "Discretionary", use. Sea Cans are not currently allowed permanently in any Residential Districts.



The image on the left is indicative of the size and condition of Sea Cans that **may be** considered in Residential Districts:

- 8' wide
- Potentially up to 40' in length
- 8' – 10' in height
- NO SAFETY CODE permits required
 - Assuming no modifications or additions
 - No man or vehicle doors
 - No rollup doors
 - No tarp structure(s) attached/placed

Any POSSIBLE amendments to the Land Use Bylaw which could allow Sea Cans in Residential Districts – if any – would need to be authored to address:

- The appearance of any approved placements of a Sea Can
- Limit/restrict the number of Sea Cans permitted per property
- Location/placement (on any potential residential property)
- Maintenance (what Sea Can looks like in the future and how will the Village enforce)



The Village knows that Sea Cans can either look like this example (to the left) and/or not be adequately maintained (ie. painted or repainted). Hence, any changes to the Land Use Bylaw would be considered to address neighbour, and aesthetic, concerns.

Questions?

Paul Hanlan
Planner and Development Officer
(780) 994-1883
hanlanpaul@gmail.com

SURVEY – Possibility of Sea Cans in R-1 and R-2 Residential Districts

Please take a moment to complete the following quick survey (next page) to provide the Village with your thoughts regarding the possibility of allowing Sea Cans in Residential Districts and leave it at today's engagement – or – return it directly to the Village office over the coming week.

This is a unanimous survey and your name and contact information is not required. However, if you wish to be included in a prize draw, your name and phone number are required. After the prize is drawn the Village will destroy this collected contact information. Thank you!

Attachment #2 – September 14th, 2024 Open House Survey Questionnaire

SURVEY – Sea Cans in Residential Districts

NAME		Are you a resident of Alberta Beach?	YES	NO
Phone #				

QUESTION #1 (mark your response with an "X")

Do you think that Sea Cans in the R-1 and/or R-2 Residential Districts (as Sheds) is a good idea?	YES	NO
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QUESTION #2 (mark your response with an "X")

Do you think that Sea Cans in the R-1 and/or R-2 Residential Districts (as Sheds) is the same as a new shed or garage?	YES	NO
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QUESTION #3 (mark your response with an "X")

Do you think that Sea Cans offer better security than the new construction of a shed or a garage?	YES	NO
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QUESTION #4 (mark your response with an "X")

Do you think that Sea Cans offer an affordable alternative to the construction of a new shed or garage?	YES	NO
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QUESTION #5 (mark all your preferred responses with an "X" - below)

Mark with an "X" all concerns you would have with Sea Cans placed in Residential Areas.				
	Appearance (aesthetics)		Colours	Finish
	Size (Height or Length)		Feel	Rusting
	Location (placement on site)		Age	Dents/Damage
	I DO NOT want Sea Cans allowed permanently in Residential Districts in the Village.			

OTHER COMMENTS (if any)	
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Attachment #3 – September 14th, 2024 Open House Survey Responses

# of Surveys		YES 81%	NO 19%	SVVQ	?	SVSP
43	Are you a resident of Alberta Beach?	35	8	4	3	1
#1	Do you think that Sea Cans in the R-1 and/or R-2 Residential Districts (as Sheds) is a good idea?	18	25	58%		
#2	Do you think that Sea Cans in the R-1 and/or R-2 Residential Districts (as Sheds) is the same as a new shed or garage?	15	27	64%		
#3	Do you think that Sea Cans offer better security than the new construction of a shed or a garage?	22	21	49%		
#4	Do you think that Sea Cans offer an affordable alternative to the construction of a new shed or garage?	20	21	51%		
#5	All concerns that you would have with Sea Cans placed in Residential Areas					
	Appearance/Aesthetics	34		79%		
	Finish	31		72%		
	Rusting	29		67%		
	Location (placement on site)	25		58%		
	Colours	25		58%		
	Dents/Damages	25		58%		
	Age	22		51%		
	Size (Height or Length)	17		40%		
	Feel	17		40%		
	I DO NOT want Sea Cans allowed permanently in Residential Districts		21	49%		

Attachment #4 – September 14th, 2024 Open House Survey Other Comments

Other Comments:

If they fit into the property in a manner that does not distract from the yard or home and adds value to the property I would be OK with it. The use of a Sea Can for storage is OK if it blends into the surroundings.
As long as the Sea Cans are maintained properly I have no objections.
The population of AB Beach has been on the decline for years. Both keeping a clean neighbourhood and not over policing is important to maintaining the community. Allow residents to do with their property as they wish within reason. Implement policies to ensure a well taken care of sea-can for curb appeal, while still allowing residents freedom.
With strict guidelines, re. appearance, they are fine.
As long as its appearance and aesthetics are addressed. Great idea!
Would only like new and sided (finished) to match aesthetics of the area. Make them pretty.
I think they should be allowed as long as they are in good condition.
Sea Cans need to be finished in similar way to main house (building).
I think 20' max. No more than 10' high. Should be kept in good condition. Maybe grant a temporary permit that should be reassessed in 3 yrs.
As long as control over size and shape of shed.
I would not have an issue if they were kept up nicely - but I don't think I know how realistic that it. Perhaps better security for the community. Budget would be better.
Too ugly to be in residential areas in original condition.
Aesthetically pleasing and matched with area.
Would allow engineered Sea Cans
Theft - So far in 3-4 months I have had a new quad stolen, tools, kayak amongst other things. \$15,560. A Sea Can is an easy non-permanent solution that is more secure than my house.
Cost - We paid \$2200 for a cheap flimsy plastic shed that's 10X10 about 1/4 of the storage space as the Sea Can. This would be a cost effective way to help people afford more storage.
Ref County Bylaws - I suggest that we mirror the County Bylaws and allow them if they look good. Painted an appropriate colour to match the house. I can legally buy a broke down, not running school bus, fill it with stuff and no one can do anything. Whats the better choice?
I feel Seacans should be allowed. And a have a time limit on when they should be painted, especially if the are orange.
Please ensure the responses are weighted based on property value assessment of each respondent.

Alberta Beach Village Office

From: Elections Alberta <datacoordination@elections.ab.ca>
Sent: November 4, 2024 3:12 PM
To: Kathy Skwarchuk
Subject: Local Authority Election Act Amendments – Data Sharing Agreement – Available For Download



Good afternoon Kathy Skwarchuk,

As you may be aware, Bill 20: *Municipal Affairs Statute Amendment Act*, amended the *Local Authorities Election Act* to include a requirement for municipalities to use the most current provincial register of electors from Elections Alberta. Under Bill 20, section 49 of the *Local Authorities Election Act*, will require all municipalities to prepare a permanent electors register of residents in the municipality who are eligible to vote. This permanent electors register is to be compiled and revised primarily using information received from Elections Alberta. All municipalities in Alberta are now required to enter into an agreement with Elections Alberta to:

1. Receive information from Elections Alberta that will assist the municipality in the creation and revision of the permanent electors register.
2. Provide information to Elections Alberta that will assist Elections Alberta in revising the provincial register of electors.

This data sharing agreement is now available to Alberta Beach via the download button below. The download button will provide a zipped folder containing:

- Data Sharing Agreement – a fillable PDF. To be filled, signed, and returned to Elections Alberta at your earliest convenience.
- Signing Guide - a PDF outlining what fields are required to be filled and signed.
- Guidelines for Access and Security of Electors document – a PDF providing guidelines for keeping elector data secure.

[Click here to download](#)

Please be aware of the following:

- The data sharing agreement must be filled, signed, and returned to Elections Alberta via email to datacoordination@elections.ab.ca. It is recommended that the filled and signed data sharing agreement be returned to Elections Alberta before the end of the calendar year.
- All 270+ Alberta municipalities will be entering into the same agreement with Elections Alberta. Due to time and resource constraints, we are unable to negotiate changes to the data sharing agreement with any municipality.
- The Chief Administrative Officer (CAO) is not required to sign this agreement and may designate signing authority. This will require the municipality to use the affidavit of signing authority contained on page 11 of the data sharing agreement.

As a reminder, Elections Alberta will be holding a webinar on Friday, November 8th from 11:00 am to 12:00 pm to review the data sharing agreement as well as answer questions and provide key dates for municipalities for the coming year. Registration is required. You may register using the link below. Please feel free to share the registration link to anyone within your organization who may benefit from attending this webinar. The webinar will be recorded and made available for distribution for anyone who is not able to attend the webinar.

<https://events.teams.microsoft.com/event/50cc705a-7fbe-42ba-9b7f-7d4384d3aa57@c48156fa-7ba1-42f6-8ea1-fa8c8eab99b4>

Thank you,
Elections Alberta

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Elections Alberta
Suite 100, 11510 Kingsway, Edmonton,
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Guidelines for Access and Security of Electors Data:

- Appoint a person to be responsible for safeguarding the Electors Data. This person would be responsible for communicating these guidelines to persons who are given access to the list, for developing and implementing policies concerning protection of the information, and answering questions about the Municipality's use of the Electors Data.
- Do not permit the Electors Data to be used for any purpose other than the purposes authorized by the Local Authorities Election Act.
- Access to the Electors Data should be provided only to those people who need access to the data for an authorized purpose.
- Restrict reproduction of the Electors Data to the number of copies that are necessary for staff to perform their work.
- Ensure that both electronic and paper copies of the Electors Data are kept secure. This includes administrative, technical, and physical safeguards that ensure confidentiality and security of the Register of Electors Data. At minimum this would entail keeping paper copies of the Electors Data in a physically secure location and in a locked filing cabinet which is accessible only to authorized users. Electors Data stored on a computer system should be password protected to guard it against unauthorized use.
- Ensure that both electronic and paper copies of the Electors Data are disposed of in an appropriate manner. For both electronic copies on disc and paper copies this entails shredding in a shredder with a minimum-security level of 3 (maximum dimensions = 2 mm wide strip or a 4 x 30mm particle. This corresponds to the minimum recommended security level for disposing of personal business information including customer and account information and personnel records. For electronic copies on a computer, the list must be deleted and at the end of the lifecycle of the computer the hard drive must be removed and destroyed.

DATA SHARING AGREEMENT

Between

(hereinafter referred to as “the Municipality”)

And

**THE OFFICE OF THE CHIEF ELECTORAL OFFICER OF ALBERTA
(hereinafter referred to as “Elections Alberta”)**

Each a “Party” and together, the “Parties”

WHEREAS pursuant to the *Election Act*, R.S.A. 2000, c E-1 (“*Election Act*”), Elections Alberta must maintain the Provincial Register of Electors;

AND WHEREAS pursuant to the *Local Authorities Election Act*, R.S.A 2000, c L-21 (“*Local Authorities Election Act*”), the Municipality must

- A. enter into an agreement with the Chief Electoral Officer to receive information to assist in the compilation or revision of the Municipality’s Permanent Electors Register;
- B. enter into an agreement with the Chief Electoral Officer to provide information to the Chief Electoral Officer to assist in the preparation or revision of information required for the compilation or revision of the Provincial Register of Electors; and
- C. prepare a Permanent Electors Register using primarily information received from the Chief Electoral Officer;

AND WHEREAS the purpose of this Agreement is to facilitate the exchange of Electors Data between the Municipality and Elections Alberta, which exchange of Electors Data is necessary for the Municipality and Elections Alberta to fulfill their respective legislative requirements;

AND WHEREAS the Municipality and Elections Alberta understand and agree that the information they receive under this Agreement may only be used for the purposes of revising or compiling the Municipality’s Permanent Electors Register or revising the Provincial Register of Electors;

NOW THEREFORE the Parties agree as follows:

DEFINITIONS

1. In this Agreement, the following words and expressions have the meaning assigned to them in this section:
 - a. **“Electoral”** means for the purpose of an election, a by-election, a referendum or other activities prescribed under Electoral Legislation including activities related to preparation for the aforementioned events;
 - b. **“Electors Data”** means data related to individuals residing within the Municipality’s official boundaries extracted from either the Provincial Register of Electors or the Municipality’s Permanent Electors Register as the context requires, but does not include Physical Address Data;
 - c. **“Electoral Legislation”** means the *Election Act*, the *Local Authorities Election Act*, and any other provincial legislation under which the Provincial Register of Electors or Municipality’s Permanent Electors Register can be used, as amended from time to time, and any regulations made under these pieces of legislation;
 - d. **“Municipality’s Permanent Electors Register”** means the register containing information about individuals ordinarily resident in the Municipality who are electors or will be electors, as set out in the *Local Authorities Election Act*;
 - e. **“Municipal Election”** means an election or by-elections held in the Municipality during the term of this Agreement pursuant to the *Local Authorities Election Act* and referendums held during the term of this Agreement;
 - f. **“Provincial Register of Electors”** means the register containing information about persons ordinarily resident in Alberta who are electors or will be eligible to be electors, as set out in the *Election Act*;
 - g. **“Physical Address Data”** means a list of every residential address in a Municipality that designates the location of a building or parcel of land, and includes Spatial Data;
 - h. **“Spatial Data”** means imbedded information that allows for the Physical Address Data to be plotted on the surface of the earth, typically represented as coordinates (ex. Latitude and Longitude) and readable by geographic information system (GIS) software;
 - i. **“Municipal Election Date”** means the election day as defined in the *Local Authorities Election Act*; and
 - j. **“Secure Service”** means a password protected electronic data transfer technology.

RESTRICTIONS ON USE OF ELECTORS DATA

2. Each Party that receives Electors Data will:

- a) hold the Electors Data in confidence;
 - b) exercise reasonable care over the Electors Data;
 - c) store the Electors Data in a secure location;
 - d) restrict access and disclosure of the Electors Data to those persons with a need to know, and not disclose the Electors Data to any other person; and
 - e) use the Electors Data only for the purpose of revising or compiling the Municipality's Permanent Electors Register or the Provincial Register of Electors, as the case may be.
3. The Municipality must ensure it has appropriate procedures and processes in place to preserve the security and confidentiality of the Electors Data, including but not limited to procedures consistent with the guidelines set out in the "Guidelines for Access and Security of Electors Data" document provided with this agreement.
 4. Once a Party has updated, changed, manipulated, or integrated the Electors Data they receive from the other Party, the updated, changed, manipulated or integrated data is no longer Electors Data and not subject to this Agreement. For clarity, the receiving Party may still have legal obligations with respect to the use and protection of the new data outside the scope of this Agreement.
 5. This Agreement is not intended to modify either Parties' legislative obligations regarding the Provincial Register of Electors or the Municipality's Permanent Electors Register, respectively.

REQUIREMENTS OF DATA TO BE PROVIDED TO ELECTIONS ALBERTA

Physical Address Data

6. The Municipality must provide Elections Alberta a complete dataset of Physical Address Data:
 - a) that is current within 12 months of the Municipal Election Date; and
 - b) by no earlier than 12 months prior to the Municipal Election Date and no later than March 1 in the year of a Municipal Election.
7. If the Municipality utilizes a third-party to manage their Physical Address Data, the Municipality may authorize the third-party to provide the Physical Address Data directly to Elections Alberta on their behalf using Schedule "D".
8. The Municipality must provide Elections Alberta Physical Address Data in accordance with the requirements set out in Schedule "C".

Electors Data

9. Following a Municipal Election, the Municipality must:

- a) update the Municipality's Permanent Electors Register based on information received in the course of the Municipal Election; and
 - b) based on the updated Municipality's Permanent Electors Register transmit the Electors Data to Elections Alberta:
 - i) by March 1 of the year following the Municipal Election; and
 - ii) in the form set out in Schedule "B";unless otherwise agreed to by Elections Alberta in writing.
10. The Municipality shall not destroy any election records required for the update of the Municipality's Permanent Electors Register prior to transmitting the Electors Data to Elections Alberta.

REQUIREMENTS OF DATA TO BE PROVIDED TO THE MUNICIPALITY

11. Elections Alberta will make reasonable efforts to provide the Municipality with Electors Data on the later of:
- a) receipt of an executed copy of this Agreement; or
 - b) five months before the Municipal Election Date.
12. Elections Alberta, at its sole discretion, may provide the Municipality with access to updated Electors Data following the date set out in section 11.
13. Elections Alberta will provide the Municipality with Electors Data in the form set out in Schedule "B".

TRANSMISSION OF ELECTORS DATA

14. The Parties agree that the transmission of Electors Data will only occur via Secure Service.
15. If, due to technical failure of the Secure Service, the Parties are unable to use the Secure Service, the transfer of information will be postponed until the Secure Service is re-established or an alternative Secure Service is identified.

RECEIPT, ACCESS, AND USE OF ELECTORS DATA

16. Elections Alberta will provide login credentials for the Secure Service to two people from the Municipality:
- a) the Municipality's designated Returning Officer; and
 - b) one alternate person designated by the Municipality.
17. To designate an alternate person, the Municipality must provide Elections Alberta with that person's name, title, work address, telephone number, and email address, in the form set out in Schedule "A".

18. The Municipality may change the alternate person by notifying Elections Alberta in writing and provide an updated Schedule "A". Upon receipt of an updated Schedule "A", Elections Alberta will make required changes to the Municipality's access to the Secure Service within a reasonable timeframe.

LOSS AND UNAUTHORIZED ACCESS OF ELECTORS DATA

19. If the Municipality becomes aware of an unauthorized access or loss of Electors Data, the Municipality must:
- a) notify Elections Alberta immediately and provide:
 - i) the date, time, and place of the unauthorized access or loss;
 - ii) details of what Electors Data has been accessed or lost;
 - iii) details of the circumstances leading up to the unauthorized access or loss; and
 - iv) details of the actions taken by the Municipality to address the unauthorized access or loss;
 - b) take all reasonable actions to address the unauthorized access and retrieve the Electors Data;
 - c) take any action that Elections Alberta directs, including notifying local law enforcement.

RIGHTS OF AUDIT

20. The Municipality agrees that:
- a) Elections Alberta may investigate any complaint which it receives concerning the use, disclosure, handling, storage or destruction of the Electors Data. Elections Alberta may require the Municipality to assist in such an investigation by providing such information as may reasonably be required in order to answer such complaint.
 - b) For the purpose of confirming compliance with the terms of this Agreement, Elections Alberta may appoint an independent auditor to review the policies, procedures, practices and processes that the Municipality has in place in respect of the use, disclosure, handling, storage and destruction of the Electors Data. The Municipality will provide such assistance and access to records as the auditor may reasonably require to carry out such an audit.
 - c) When conducting an audit pursuant to section 20.b), the independent auditor will:

- i) sign any such agreement the Municipality may reasonably require to protect the privacy and confidentiality of information that the auditor has access to during the course of an audit;
- ii) conduct the audit during the regular business hours;
- iii) avoid the period of time between the close of nominations until after the Municipality has issued the results of the official count; and
- iv) provide five business days' notice to the Municipality that such an audit will be performed.

RIGHT OF SUSPENSION OF DATA ACCESS

21. Elections Alberta may immediately suspend the Municipality's access to Electors Data if there is reasonable belief of improper use, access, disclosure, handling, storage, or destruction of the Electors Data or any non-compliance to this Agreement. Access will remain suspended until the Municipality demonstrates compliance with this Agreement to Elections Alberta's satisfaction.

TERM AND TERMINATION

22. This Agreement comes into effect on the date that it is signed by the Parties.
23. The term of this Agreement ends on March 2, 2026.
24. This Agreement may be terminated before March 2, 2026 upon both:
- a) an amendment to the *Local Authorities Election Act* that removes the requirement for the Municipality to receive information from Elections Alberta; and
 - b) either Party providing written notice of termination to the other Party.
25. This Agreement may be extended for up to 12 weeks by Elections Alberta at the written request of the Municipality to accommodate a municipal by-election. A Municipality must request the extension prior to the termination of this Agreement.

SURVIVAL

26. Any provisions in this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement. This includes, but is not necessarily limited to provisions restricting the use of, and maintaining confidentiality over, Electors Data, and the obligations of the Parties under section 49 of the *Local Authorities Election Act*.
27. The termination of this Agreement does not relieve the Municipality from its obligation to provide Elections Alberta with updated Electors Data following a Municipal Election.

COSTS

28. Each Party shall bear their own cost of producing and transmitting the Physical Address Data and Electors Data to the other Party. The cost of any processing required by the receiving Party to utilize the Physical Address Data and Electors Data shall be borne by the receiving Party.

MISCELLANEOUS PROVISIONS

29. The Parties do not make any warranty, express or implied, with respect to the accuracy or completeness of the Physical Address Data or Electors Data they transmit to the other Party. Neither Party will be liable to the other Party for any damage resulting from the transmission or use of incomplete or inaccurate Physical Address Data or Electors Data.
30. Despite section 29, the Parties shall make best effort to ensure that:
- a) The Physical Address Data transmitted by the Municipality to Elections Alberta is current and contains Spatial Data;
 - b) The Electors Data transmitted by Elections Alberta is a true copy of the data recorded in the Provincial Register of Electors; and
 - c) The Electors Data transmitted by the Municipality to Elections Alberta is a true copy of the data recorded in the Municipality's Permanent Electors Register following the Municipal Election.

INDEMNITY

31. The Municipality will indemnify and hold harmless Elections Alberta, its employees and agents from and against any and all liability, claims, suits or actions, costs (including costs as between solicitor and client), damages and expenses which may be brought or made against Elections Alberta as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept observed or performed by the Municipality or any person for which the Municipality is responsible at law, or any negligent act or omission of the Municipality or any person for which the Municipality is responsible at law, in connection with or arising out of this Agreement or the performance of this Agreement.

SCHEDULES

32. The Schedules to this Agreement form a part of this Agreement. In the event of a conflict between the body of the Agreement and the Schedules, the body of the Agreement will govern.

AMENDMENTS

33. To be effective, an amendment to this Agreement must be in writing and requires the agreement of both Parties.

APPLICABLE LAWS

34. This Agreement shall be governed by the laws in effect in Alberta.

CONFLICT AND SEVERANCE

35. Where there is a conflict between any provision of this Agreement, and Electoral Legislation, the Electoral Legislation prevails.
36. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be interpreted as if such part had never been part of this Agreement.

NOTICE

37. Any notice required or contemplated to be given under this Agreement must be given to the other Party at the addresses set out in Schedule "A" this Agreement.
38. Notice will be deemed to have been delivered:
- (1) if by personal delivery, when actually delivered;
 - (2) if by email, at the commencement of the next business day; and
 - (3) if by mail, 5 business days after mailing, unless there is a postal interruption, in which case, notice will not be deemed to have been received during or within 7 days prior to and 7 days after the postal interruption unless actually received.

ENTIRE AGREEMENT

39. This Agreement, including the Schedules, contains the entire agreement between the parties with respect to the subject matter of this Agreement.
40. There are no terms, representations or warranties, express or implied, forming part of, affecting or relating to this Agreement, except those expressly provided in this Agreement.
41. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding the subject matter of this Agreement.

COUNTERPARTS

42. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

SIGNATURES

For the Municipality:

DATED and SIGNED at _____,

this _____ day of _____, 20

Signature

Title

For Elections Alberta:

DATED and SIGNED at Edmonton,

this 4 day of November, 2024

Paul Collier

Signature

Director, Data Coordination & Geomatics

Title

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the
NAME *MUNICIPALITY*
Province of Alberta,

MAKE OATH AND SAY THAT:

1. That I am the _____ of the Municipality named in the within or annexed instrument.
2. That I am authorized by the Municipality to execute the instrument without affixing a corporate seal

SWORN BEFORE ME at the _____)
)
_____, in the Province of)
Alberta, this ____ day of _____,)
20____.)
_____))
SIGNATURE OF COMMISSIONER FOR OATHS IN AND FOR ALBERTA) SIGNATURE OF _____)
)
NAME OF COMMISSIONER: _____)
COMMISSION EXPIRES: _____)

SCHEDULE "A"

**PERSONS AUTHORIZED TO RECEIVE
ELECTORS DATA**

FOR THE MUNICIPALITY

DESIGNATE CHANGE REQUEST:

YES

DESIGNATED RETURNING OFFICER

NAME: _____ TITLE: _____
 First Name Last Name

MUNICIPALITY NAME _____

OFFICE ADDRESS: _____
 Suite/Unit Building Number Street Name/Number

_____ Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

DESIGNATED ALTERNATE

NAME: _____ TITLE: _____
 First Name Last Name

MUNICIPALITY NAME _____

OFFICE ADDRESS: _____
 Suite/Unit Building Number Street Name/Number

_____ Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

FOR ELECTIONS ALBERTA

Elections Alberta Designated Contacts

NAME: Paul Collins TITLE: Director, Data Coordination & Geomatics
First Name Last Name

OFFICE ADDRESS: 100 11510 Kingsway
Suite/Unit Building Number Street Name/Number
Edmonton T5G 2Y5
Municipality Postal Code

TELEPHONE: 780-427-1333 EMAIL: datacoordination@elections.ab.ca

NAME: Isoken Odaro TITLE: Data Coordinator
First Name Last Name

OFFICE ADDRESS: 100 11510 Kingsway
Suite/Unit Building Number Street Name/Number
Edmonton T5G 2Y5
Municipality Postal Code

TELEPHONE: 825-410-3473 EMAIL: datacoordination@elections.ab.ca

SCHEDULE "B"

Elector data provided:

FIELD NAME	EXPLANATION	EXAMPLES
SURNAME	elector's last name	Smith
GIVEN NAME	elector's first name	John
MIDDLE NAME/INITIALS	elector's middle name or initial (if provided)	H, Hector
GENDER	elector's gender (if provided)	M, F, Other
DATE OF BIRTH	elector's date of birth in the format of yyyy/mm/dd	1972/03/16
PHYSICAL ADDRESS	address indicating the location of elector's primary residence – at minimum, one of the following will be provided: civic address, emergency locator address (911 address), legal land description (quarter section-section-township-range-meridian), legal address (plan-block-lot), other	Civic: 8619 Alanwood Street SE Calgary, 911: 13, 52417 Rge Rd 15 Parkland County Legal Land Desc: NW-29-52-1-5 Legal Address: 13-1-7621715
TELEPHONE NUMBER	elector's telephone number (if provided)	780-919-0607
MAILING ADDRESS	elector's mailing address (if different from physical address)	Site 3 Box 33 RR 4, PO Box 6502 Stn Main EDSON AB, T8E 2B1
POSTAL CODE	elector's postal code (if provided)	T7E 3G8

SCHEDULE "C"

Approved physical address data file types:

- Shapefile (zipped)
 - Required files in zipped shapefile include:
 - .shp
 - .dbf
 - .shx
 - .prj
 - Required Geometry
 - Point
- File Geodatabase (zipped)
 - Required file in zipped File Geodatabase:
 - .gdb
 - Required Geometry
 - Point
- Excel
 - .xlsx
 - Requires Latitude and Longitude field

Required data fields:

FIELD NAME	EXPLANATION	EXAMPLES
SUITE	suite or unit number or letter or other designation	A, B, C, 1, 2, 3, BSMT, REAR, UPPER
HOUSE_NUM	building number or access number (if 911 address)	118, 3697A, 10835, 391031
ST_NAME	name or number of street/road	2, 51, 135, Main, Grandin, Railway, West Ridge
ST_TYPE	street/road type (911 addresses must use this for Rge Rd, Twp Rd, and Hwy)	St, Way, Ave, Road, Blvd, Dr, Rge Rd, Twp Rd, Hwy,
DIR	street/road direction or quadrant	N, SW, E
MUNI	name of the municipality	Red Deer, Lac La Biche, County of Lethbridge, MD of Wainright No.61
RES	designates if address is residential or not	Yes, No
EMS_ADD	designates if address is a 911 address or not	Yes, No
LATITUDE	Only required if using Excel	52.53112761, 49.32363236
LONGITUDE	Only required if using Excel	-111.85293779, -113.75202244

SCHEDULE "D"

AUTHORIZATION FOR THIRD-PARTY TO PROVIDE DATA TO ELECTIONS ALBERTA

I, _____, the undersigned, as the designated
given name surname

Returning Officer for _____ authorize
municipality

_____ to provide physical address data to
third-party data provider name

Elections Alberta on behalf of the Municipality.

I agree that:

- The Municipality remains responsible for ensuring all terms of this data sharing agreement are met including, and not limited to, the provision of Physical Address data to Elections Alberta.
- All costs associated with the production and transmission of data will be borne by the Municipality and/or the third-party as per the data sharing agreement unless explicitly agreed to in writing by Elections Alberta.
- The Municipality is responsible for informing the third-party of their duty to provide the required data to Elections Alberta before March 1st of the year of municipal election and all associated requirements outlined in Schedule "D" of this data sharing agreement.
- Elections Alberta reserves the right to refuse or suspend access to shared data until all terms of this agreement are met.

Signature

_____/_____/_____
Date

How to complete DSA document

1. Enter your Municipality name.

DATA SHARING AGREEMENT

Between

_____ (hereinafter referred to as "the Municipality")

And

THE OFFICE OF THE CHIEF ELECTORAL OFFICER OF ALBERTA
(hereinafter referred to as "Elections Alberta")

Each a "Party" and together, the "Parties"

WHEREAS pursuant to the *Election Act*, R.S.A. 2000, c E-1 ("*Election Act*"), Elections Alberta must maintain the Provincial Register of Electors;

AND WHEREAS pursuant to the *Local Authorities Election Act*, R.S.A 2000, c L-21 ("*Local Authorities Election Act*"), the Municipality must

- A. enter into an agreement with the Chief Electoral Officer to receive information to assist in the compilation or revision of the Municipality's Permanent Electors Register;
- B. enter into an agreement with the Chief Electoral Officer to provide information to the Chief Electoral Officer to assist in the preparation or revision of information required for the compilation or revision of the Provincial Register of Electors; and
- C. prepare a Permanent Electors Register using primarily information received from the Chief Electoral Officer;

AND WHEREAS the purpose of this Agreement is to facilitate the exchange of Electors Data between the Municipality and Elections Alberta, which exchange of Electors Data is necessary for the Municipality and Elections Alberta to fulfill their respective legislative requirements;

AND WHEREAS the Municipality and Elections Alberta understand and agree that the information they receive under this Agreement may only be used for the purposes of revising or compiling the Municipality's Permanent Electors Register or revising the Provincial Register of Electors;

NOW THEREFORE the Parties agree as follows:

2. Sign and date on page 10 & 11– (if signee is not the Chief Administrative Officer, an affidavit of corporate signing authority will be required. This must be done before a commissioner for oaths.

SIGNATURES

For the Municipality:

DATED and SIGNED at _____,

this _____ day of _____, 20 _____

Signature

Title

For Elections Alberta:

DATED and SIGNED at Edmonton,

this _____ day of _____, 20 _____

Signature

Title

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the
NAME MUNICIPALITY
Province of Alberta,

MAKE OATH AND SAY THAT:

1. That I am the _____ of the Municipality named in the within or annexed instrument.
2. That I am authorized by the Municipality to execute the instrument without affixing a corporate seal

SWORN BEFORE ME at the _____)

)

of _____, in the Province of)
Alberta, this ____ day of _____,)
20____.)

SIGNATURE OF COMMISSIONER FOR OATHS IN AND FOR ALBERTA)

SIGNATURE OF _____)

NAME OF COMMISSIONER: _____)

COMMISSION EXPIRES: _____)

3. Complete Schedule "A" on page 12. Specify who is authorized to receive this data. Fill and sign the form. Check "yes" ONLY if it is a change request.

SCHEDULE "A"

**PERSONS AUTHORIZED TO RECEIVE
ELECTORS DATA**

FOR THE MUNICIPALITY

DESIGNATE CHANGE REQUEST: YES

DESIGNATED RETURNING OFFICER

NAME: _____ TITLE: _____
 First Name Last Name

MUNICIPALITY NAME _____

OFFICE ADDRESS: _____
 Suite/Unit Building Number Street Name/Number

_____ Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

DESIGNATED ALTERNATE

NAME: _____ TITLE: _____
 First Name Last Name

MUNICIPALITY NAME _____

OFFICE ADDRESS: _____
 Suite/Unit Building Number Street Name/Number

_____ Municipality Postal Code

TELEPHONE: _____ EMAIL: _____

- Login access will be provided for 2 people (it is recommended that the designated returning officer is one of the contacts.)

4. Schedule "D" on page 16 – Authorization for third party to provide data to Elections Alberta. If your data is managed by a third party, you can authorize a third party to deal directly with Elections Alberta without having to go through you. Fill and sign if applicable.

SCHEDULE "D"

AUTHORIZATION FOR THIRD-PARTY TO PROVIDE DATA TO ELECTIONS ALBERTA

I, _____, the undersigned, as the designated
given name surname

Returning Officer for _____ authorize
municipality

_____ to provide physical address data to
third-party data provider name

Elections Alberta on behalf of the Municipality.

I agree that:

- The Municipality remains responsible for ensuring all terms of this data sharing agreement are met including, and not limited to, the provision of Physical Address data to Elections Alberta.
- All costs associated with the production and transmission of data will be borne by the Municipality and/or the third-party as per the data sharing agreement unless explicitly agreed to in writing by Elections Alberta.
- The Municipality is responsible for informing the third-party of their duty to provide the required data to Elections Alberta before March 1st of the year of municipal election and all associated requirements outlined in Schedule "D" of this data sharing agreement.
- Elections Alberta reserves the right to refuse or suspend access to shared data until all terms of this agreement are met.

Signature

_____/_____/_____
Date

Carefully review the entire document including schedule A and D.

BEING A BYLAW OF ALBERTA BEACH IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF ADOPTING THE INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN ALBERTA BEACH AND LAC STE. ANNE COUNTY.

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 Lac Ste. Anne County 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 Lac Ste. Anne County 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 Lac Ste. Anne County ICF Bylaw";
2. That the "Intermunicipal Collaboration Framework between Alberta Beach and Lac Ste. Anne County" 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 16th day of March, 2021.


READ a second time this 16th day of March, 2021.

UNANIMOUS CONSENT given to proceed to third reading this 16th day of March, 2021.

READ a third and final time this 16th day of March, 2021.

SIGNED by the Mayor and Chief Administrative Officer this 17th day of March, 2021.


Mayor, Jim Benedict


Chief Administrative Officer, Kathy Skwarchuk

**Intermunicipal
Collaboration
Framework**

Alberta Beach & Lac Ste. Anne County

CORE SERVICES

- TRANSPORTATION
- WATER
- WASTE WATER
- SOLID WASTE
- STORM WATER
- EMERGENCY & PROTECTIVE SERVICES
 - EMERGENCY MANAGEMENT
 - FIRE SERVICES
 - COMMUNITY PEACE OFFICER SERVICES
- RECREATION
 - AGLIPLIX
 - BEACHWAVE PARK
 - BOAT LAUNCHES
 - MUNICIPAL PARKS
- SOCIAL SERVICES
 - LIBRARY
 - FCSS
 - EAST END BUS
 - SENIORS HOUSING
 - SENIORS CENTRE
 - MUSEUM

OTHER SERVICES OF MUTUAL BENEFIT

- LAND USE PLANNING
- ECONOMIC DEVELOPMENT
- OTHER SERVICES

TRANSPORTATION

Description:

Alberta Beach and Lac Ste. Anne County retains' responsibility for all roads within their respective municipal boundaries. Each municipality is responsible for the maintenance and snow clearing of the roads within their municipal boundaries.

Any major roadwork or asphalt paving on Boundary Road, 45 Avenue, 46 Street, 47 Street, Museum Road, 60 Street, Range Road 32 and Range Road 33 may be negotiated jointly between the municipalities.

Funding:

The respective municipalities will fund all transportation requirements in their municipal boundaries. Any major roadwork required for Boundary Road, 45 Avenue, 46 Street, 47 Street, Museum Road, 60 Street, Range Road 32 and Range Road 33 may be completed on a cost share basis, where support is requested from the other municipality, the municipalities will agree on the scope of work and the costs involved for each participating municipality.

Transition Plan:

Changes to how the respective municipalities deal with transportation issues are not anticipated. The municipalities will continue to support regional transportation initiatives where possible and within their respective budgets. The municipalities will work collaboratively to support transportation in the region.

WATER

Description:

Residents within the municipalities have independent wells or cisterns to meet water requirements. Both municipalities are partners in the West Interlake Regional Water Services Commission (WILD) and contribute to the capital and operational costs. WILD has a water fill station located on Range Road 32 just outside the municipal boundaries of Alberta Beach. The municipalities will work together to investigate a water distribution system, however it is recognized that each municipality is responsible for water distribution within their respective municipal boundaries.

Lead Municipality:

WILD is the lead for the regional water line and water fill stations.

Funding:

Funding for WILD is detailed within the capital and operating agreements and the WILD Business Plan.

WASTE WATER

Description:

Waste Water within Alberta Beach is provided by the Trivillage Regional Sewer Services Commission (TVRSSC). TVRSSC members are Alberta Beach, Sunset Point and Val Quentin. TVRSSC is responsible for providing wastewater services to the three municipalities.

Lac Ste. Anne County manages the commissions for lagoon and waste water systems in Lac Ste. Anne County.

Lead Municipality:

TVRSSC is the lead for the wastewater and lagoon in Alberta Beach. Lac Ste. Anne County is responsible for their wastewater and lagoon systems through regional commissions.

Funding:

Existing agreements are in place. Any changes to wastewater services will be done through the respective commissions.

SOLID WASTE

Description:

The municipalities are responsible for the collection of solid waste, compost and recycling within their respective municipality. The Highway 43 East Waste Commission (Commission) owns and operates the regional landfill site and both municipalities are members of this commission.

Lead Municipality:

Each municipality will be responsible for the collection of solid waste, compost and recycling in their respective municipal boundaries. The Commission is responsible for the operations and maintenance of the landfill site.

Funding:

The municipalities are each responsible for the costs of solid waste, compost and recycling pick up and disposal in their respective municipal boundaries as well as the fees payable to the Commission.

STORM WATER

Description:

Each municipality retains responsibility for the storm water management in their respective municipal boundaries.

The municipalities will work together to manage the storm water system from Lac Ste. Anne County which runs through Alberta Beach.

EMERGENCY & PROTECTIVE SERVICES

EMERGENCY MANAGEMENT

Description:

Each municipality operates its own Emergency Management Agency and Advisory Committee responsible for the planning and operations of emergency management within their municipal boundaries. The agencies will work cooperatively and ensure mutual aid agreements are in place.

Funding:

The municipalities are each responsible for the costs of emergency management in their respective municipal boundaries.

FIRE SERVICES

Description:

Alberta Beach contracts from the Town of Onoway to provide fire suppression services within their municipal boundaries through the services of Onoway Regional Fire Services.

Lac Ste. Anne County is responsible for their fire services within Lac Ste. Anne County.

The municipalities will work cooperatively and ensure mutual aid agreements are in place as well that dual call out on highway calls are in place as agreed.

Funding:

Each municipality is responsible for funding fire services in their respective municipality.

COMMUNITY PEACE OFFICER SERVICES

Description:

Each municipality employs Community Peace Officers and each is responsible for enforcement of provincial statutes, bylaw enforcement and animal control in their respective municipality. The agencies will work cooperatively and ensure mutual aid agreements are in place.

Funding:

Each municipality is responsible for funding Community Peace Officer services in their respective municipality.

RECREATION

Description:

Each municipality provides funding to recreation facilities within their municipal boundaries and/or within the region.

Recreation Agreements will be negotiated under separate agreement.

AGLIPLEX

Description:

The Alberta Beach Agliplex is operated by the Alberta Beach & District Agricultural Society (Land & building is leased from Alberta Beach). The Ag Society provides social and recreational activities to the entire region.

Funding:

Currently Alberta Beach provides funding for insurance, utilities as well provides various in-kind public works services at the Agliplex. Lac Ste. Anne County provides annual funding to the Alberta Beach Agricultural Society towards operation of the Alberta Beach Agliplex.

Recreation Agreements will be negotiated under separate agreement.

BEACHWAVE PARK

Description:

Beachwave Park provides recreational activities to the surrounding communities including ball diamonds, skating rink, basketball court, skate board park etc. The park is owned by Alberta Beach and managed by a local community group.

Funding:

Beachwave Park relies on support through municipal partners and various groups. Alberta Beach and Lac Ste. Anne County support a fair funding formula to continue operations of the park.

Both Alberta Beach and Lac Ste. Anne County provide direct municipal funding annually.

Recreation Agreements will be negotiated under separate agreement.

BOAT LAUNCHES

Description:

The Alberta Beach Boat Launch is owned by the Province. Alberta Beach holds an LOC on the Boat Launch and through the LOC is responsible the maintenance & operations. Lac Ste. Anne County manages boat launches within Lac Ste. Anne County.

Funding:

Currently each municipality is responsible for boat launches in their respective municipality. Alberta Beach and Lac Ste. Anne County support a fair funding formula to continue operations of the Alberta Beach boat launch and park.

Recreation Agreements will be negotiated under separate agreement.

Transition Plan:

The municipalities will work together to lobby the Government of Alberta for the ability to charge a user fee on the Alberta Beach boat launch and to provide funding for maintenance. The municipalities will work together to re-establish the SARLUC (Ste. Anne Regional Lake Use Committee).

MUNICIPAL PARKS

Description:

Each municipality is responsible for the municipal parks and recreational lands within their municipal boundaries unless otherwise identified.

SOCIAL SERVICES

LIBRARY

Description:

Alberta Beach has established the Alberta Beach Municipal Library Board through Bylaw, who is responsible for the operations of the Alberta Beach Public Library. Lac Ste Anne County has established the Lac Ste. Anne County Library Board through Bylaw, who is responsible for the operations of three library service points located in Lac Ste. Anne County (Darwell Public Library, Sangudo Public Library & Rich Valley Public Library). The Lac Ste. Anne County Library Board also provides support to the three libraries located with the urban neighbours within the county boundary, inclusive of the Alberta Beach Library.

Funding:

Alberta Beach provides direct funding and in-kind support to the Alberta Beach Municipal Library Board. Lac Ste. Anne County provides direct funding to the Lac Ste. Anne County Library Board which allocates funding to all six libraries in the region, inclusive of the Alberta Beach Municipal Library Board.

Alberta Beach and Lac Ste. Anne County support a fair funding formula to support the operations of Alberta Beach Public Library.

FCSS

Description:

Each respective municipality is responsible for FCSS programming and/or external grant funding in the region. The municipalities agree to work together on FCSS programs in the region.

Funding:

Both Alberta Beach and Lac Ste. Anne County receive annual provincial FCSS funding, by agreement, through Alberta Children's Services. The provincial funding represents 80%, with the municipality contributing a minimum required 20% contribution.

EAST END BUS

Description:

East End Bus Society is a legal entity formed to meet transportation and socialization needs, primarily for senior's and person with disabilities, on the eastern end of the Lac Ste. Anne County region. Both Alberta Beach and Lac Ste. Anne County are voting members of the Society.

Funding:

Both Alberta Beach and Lac Ste. Anne County provide financial contribution to both operating and capital budget of the Society, as per an agreed upon funding formula, and also provide in-kind support. A formal agreement is anticipated for 2021.

SENIORS HOUSING

Description:

The municipalities provide funding for seniors housing throughout the region through an annual requisition from the Lac Ste Anne Foundation.

SENIORS CENTRE

Description:

The Alberta Beach Senior's Centre is owned and operated by the Alberta Beach & District Senior Citizens Club (land is leased from Alberta Beach). The Club provides various recreational and social activities to the seniors in the surrounding communities. Alberta Beach provides various in-kind services at the Alberta Beach Seniors Centre. Lac Ste. Anne County provides annual funding to senior centres in the region.

Funding:

Alberta beach provides various in-kind services to the Alberta Beach Seniors Centre. Lac Ste. Anne County provides annual funding to the Alberta Beach Seniors Centre.

MUSEUM & HERTIAGE VILLAGE

Description:

The Alberta Beach Museum & Heritage Village is owned and operated by the Alberta Beach & District Museum & Archives Society (the land is leased from Alberta Beach). Alberta Beach provides in-kind services at the Alberta Beach Museum & Heritage Village. Lac Ste. Anne County provides annual funding to museums in the region.

Funding:

Alberta Beach provides in-kind services to the Alberta Beach Museum & Heritage Village. Lac Ste. Anne County provides annual funding to the Alberta Beach Museum & Heritage Village.

OTHER SERVICES OF MUTUAL BENEFIT:

LAND USE PLANNING

Description:

Alberta Beach contracts to a third party for development officer and planning services. Lac Ste Anne County employs staff for development and planning in Lac Ste. Anne.

The municipalities have a Regional Intermunicipal Development Plan which expires in 2021.

ECONOMIC DEVELOPMENT

Alberta Beach and Lac Ste. Anne County are members of the Lac Ste. Anne Partnership (LSAP) that is focused on working together to discover and promote economic opportunities in the region.

OTHER SERVICES

Either municipality may provide other services to the other upon request, with the terms of service provision being negotiated by the two municipalities.

DISPUTE RESOLUTION

Alberta Beach and Lac Ste. Anne County commit to resolving any disputes in a non-adversarial, informal, and cost-effective manner. Where there is no other existing agreement or bylaw, the following dispute resolution process will prevail.

Step 1 (Administration):

- Chief Administrative Officers and applicable administrative staff meet to discuss and resolve the dispute.
 - If resolved, the agreement(s) will be amended accordingly.
 - If not resolved, the matter will be referred to Step 2.

Step 2 (Intermunicipal Collaboration Framework Committee) (ICFC):

- The Alberta Beach/ Lac Ste. Anne County Intermunicipal Collaboration Framework Committee (ICFC) will meet to discuss and resolve the dispute. The ICFC will be made up of two Councillors and one administration representative from each municipality.
 - If resolved, the agreement(s) will be amended accordingly.
 - If not resolved, the matter will be referred to Step 3.

Step 3 (Municipal Councils):

- The Alberta Beach Council and Lac Ste. Anne County Council will meet to discuss and resolve the dispute.
 - If resolved, the agreement(s) will be amended accordingly.
 - If not resolved, the matter will be referred to Step 4.

Step 4 (Mediation):

- A mutually agreed upon Mediator will be retained.
- The costs of mediation shall be split on a 25/75 percent basis being 25% for Alberta Beach and 75% for Lac Ste. Anne County.
 - If resolved, the agreement(s) will be amended accordingly.
 - If not resolved, the matter will be referred to Step 5.

Step 5 (Formal Arbitration):

- In the event a dispute cannot be resolved through any of the steps outlined above, the dispute will be referred to formal arbitration with a mutually agreed upon certified arbitrator. Failing mutual agreement in selecting an arbitrator, the municipalities will request the Province appoint one.
- The costs of arbitration shall be split on a 25/75 percent basis being 25% for Alberta Beach and 75% for Lac Ste. Anne County.
 - Arbitrator's decision to be immediately implemented by the municipalities.

TERM OF REVIEW

This ICF will be reviewed and amended in joint consultation at least every 5 years or as needed.


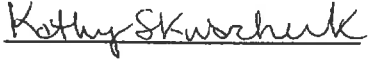
IN WITNESS THEREOF the parties have executed this Agreement as of the 25 day of MARCH, 2021.

Lac Ste Anne County

Alberta Beach


Reeve

County Manager


Mayor

Chief Administrative Officer

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 16th day of March, 2021.

READ a second time this 16th day of March, 2021.

UNANIMOUS CONSENT given to proceed to third reading this 16th day of March, 2021.

READ a third and final time this 16th day of March, 2021.

SIGNED by the Mayor and Chief Administrative Officer this 17th day of March, 2021.



Mayor, Jim Benedict



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 50th Ave, Sunset Drive, 47th 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 road maintenance 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 aide 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

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 VAL QUENTIN.

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 Val Quentin 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 Val Quentin 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 Val Quentin ICF Bylaw";
2. That the "Intermunicipal Collaboration Framework between Alberta Beach and the Summer Village of Val Quentin" 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 16th day of March, 2021.

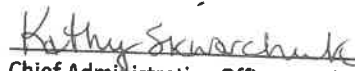
READ a second time this 16th day of March, 2021.

UNANIMOUS CONSENT given to proceed to third reading this 16th day of March, 2021.

READ a third and final time this 16th day of March, 2021.

SIGNED by the Mayor and Chief Administrative Officer this 17th day of March, 2021.


Mayor, Jim Benedict


Chief Administrative Officer, Kathy Skwarchuk

Intermunicipal Collaboration Framework

Alberta Beach

&

Summer Village of Val Quentin

CORE SERVICES

- TRANSPORTATION
- WATER
- WASTE WATER
- SOLID WASTE
- STORM WATER
- EMERGENCY & PROTECTIVE SERVICES
 - EMERGENCY MANAGEMENT
 - FIRE SERVICES
 - CPO SERVICES/ BYLAW ENFORCEMENT/ANIMAL CONTROL
- RECREATION
 - BEACHWAVE PARK
 - BOAT LAUNCH
 - MUNICIPAL PARKS
- SOCIAL SERVICES
 - LIBRARY
 - FCSS
 - EAST END BUS
 - SENIORS HOUSING
 - ONOWAY REGIONAL MEDICAL CLINIC

OTHER SERVICES OF MUTUAL BENEFIT

- LAND USE PLANNING
- ECONOMIC DEVELOPMENT

TRANSPORTATION

Description:

Alberta Beach and the Summer Village of Val Quentin retains' responsibility for all roads within their respective municipal boundaries. Each municipality is responsible for the maintenance and snow clearing of the roads within their municipal boundaries.

The maintenance on 60 Street within the municipal boundaries is the responsibility of Alberta Beach, any major roadwork or asphalt paving may be negotiated jointly between the bordering municipalities.

Alberta Beach, Sunset Point and Val Quentin will proceed on a joint tender in January of each year for line painting and crack filling in the municipalities. Each CAO will be responsible for acquiring tenders as per the following schedule:

2021 – Alberta Beach

2022 – Val Quentin

2023 – Sunset Point

Funding:

The respective municipalities will fund all transportation requirements in their municipal boundaries.

Any major roadwork required for 60 Street may be completed on a cost share basis, where support is requested from one municipality, the municipalities will agree on the scope of work and the costs involved for each participating municipality. Val Quentin recognizes the importance of 60 Street as a main access point to their community.

Each municipality will be responsible for the costs of line painting and crack filling in their respective municipalities' that may be acquired through the joint tender & mobilization costs will be split evenly.

Transition Plan:

Changes to how the respective municipalities deal with transportation issues are not anticipated. The municipalities will continue to support regional transportation initiatives where possible and within their respective budgets. The municipalities will work collaboratively to support transportation in the region.

Term of Review:

Transportation will be reviewed and amended in joint consultation at least every 5 years or on an as required basis.

WATER

Description:

Residents within the municipalities have independent wells or cisterns to meet water requirements. The municipalities partnered in the West Interlake Regional Water Services Commission (WILD) and contribute to the capital and operational costs. The WILD Water Commission has a water fill station located on Range Road 32 just outside the municipal boundaries of Alberta Beach. The municipalities

will work co-operatively to investigate a municipal water distribution system or a water utility commission to tie into the WILD System for distribution of treated water in the municipalities.

Lead Municipality:

The WILD Regional Water Services Commission is the lead for the regional water line and water fill stations. The lead municipality for a water distribution system is to be determined.

Funding:

Funding for the WILD Regional Water Services Commission is detailed within the capital and operating agreements and the WILD Business Plan. The WILD Water Commission is funded through federal and provincial grants as well as the member municipalities. If additional funding is required for the regional water facilities, these agreements will be negotiated with the member municipalities.

Timeline:

No changes to operations and financing of the WILD Water Commission are anticipated and current funding agreements will remain in place. No timeline is established for a water distribution system.

WASTE WATER

Description:

Waste water within Alberta Beach and Val Quentin is provided by the Trivillage Regional Sewer Services Commission (TVRSSC). The Commission members are Alberta Beach, Sunset Point and Val Quentin. 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:

Each municipality is responsible for their requisition to the TVRSSC.

SOLID WASTE

Description:

Each municipality retains responsibility for the collection of solid waste, compost and recycling within their respective municipal boundaries.

The municipalities deliver their solid waste to the landfill site which is owned and operated by the Highway 43 East Waste Commission (a partnership of member municipalities). The municipalities are member municipalities in the commission and pay to the waste commission 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.

Lead Municipality:

Each municipality will be responsible for the collection of solid waste, compost and recycling in their respective municipal boundaries. The Highway 43 East Waste Commission is responsible for the operations and maintenance of the landfill site.

Funding:

The municipalities are each responsible for the costs of solid waste, compost and recycling pick up and disposal in their respective municipal boundaries as well as the Highway 43 East Waste Commission fees based on the weights each municipality disposes at the landfill site.

STORM WATER

Description:

Each municipality retains responsibility for the storm water management within their respective municipal boundaries.

EMERGENCY & PROTECTIVE SERVICES

EMERGENCY MANAGEMENT

Description:

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

Val Quentin 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 region.

The municipalities agree to work cooperatively and ensure mutual aid agreements are in place.

The municipalities agree to continue to explore opportunities to improve collaboration in a regional emergency management agency.

Funding:

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

FIRE SERVICES

Description:

Alberta Beach and Val Quentin have contracted with the Town of Onoway to provide fire suppression services within the respective municipalities through the services of Onoway Regional Fire Services.

Alberta Beach owns a fire hall located in Alberta Beach which provides a regional station for Onoway Regional Fire Services.

The fire suppression agreement with the Town of Onoway and Onoway Regional Fire Services 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 Alberta Beach and Val Quentin.

Funding:

Each municipality is responsible for their respective municipal budget for fire services and their requisition as per their fire agreement with the Town of Onoway.

Transition Plan:

The municipalities agree to give each other one year notice if making a change to fire services.

Term of Review:

Existing agreements are in place with the Town of Onoway, renewal agreements are based on a 5 year term.

COMMUNITY PEACE OFFICER SERVICES

Description:

Alberta Beach employs a Community Peace Officer and may provide Community Peace Officer services through separate agreement with Val Quentin.

Lead Municipality:

Alberta Beach is the lead municipality for Community Peace Officer Services provided by Alberta Beach.

RECREATION

BEACHWAVE PARK

Description:

Beachwave Park provides recreational activities to the surrounding communities such as ball diamonds, skating rink, basketball court, skate board park etc. The park operations is contracted out to a local community group.

Funding:

Beachwave Park relies on support through municipal partners and various groups. Alberta Beach supports a fair funding formula to continue operations of the park.

Alberta Beach provides direct municipal funding per year towards the Beachwave Park and the Summer Villages provide municipal funding. The municipalities provide FCSS funding to Beachwave Park which is in addition to municipal funding.

Alberta Beach pays for the insurance, utilities, building repairs and supplies, as well provides various in-kind services at the park. Alberta Beach supports a shared funding formula as this park is open to all of the surrounding communities.

Val Quentin agrees to continue to support Beachwave Park with municipal funding.

BOAT LAUNCH

Description:

The Alberta Beach Boat Launch is owned by the Province. Alberta Beach holds an LOC on the Boat Launch and through the LOC is responsible for the maintenance & operations.

Funding:

Alberta Beach pays for the maintenance costs of the boat launch, as well provides various public works services. Alberta Beach is requesting a shared funding formula as this boat launch is open and used by the surrounding communities.

The municipalities will work together to lobby the Government of Alberta for the ability to charge a user fee on the boat launch and to provide funding for maintenance. The municipalities may work towards transitioning from an LOC to a provincial park.

The municipalities agree to investigate the formation of the Ste. Anne Recreational Lake Use Committee (SARLUC) to help maintain long term sustainability of boat launches in the region.

MUNICIPAL PARKS

Description:

Each municipality provides parks and recreational lands within their municipal boundaries.

Funding:

Each municipality will be responsible for the municipal parks within their municipal boundaries unless otherwise identified.

SOCIAL SERVICES

LIBRARY

Description:

Alberta Beach and Val Quentin are members of the Yellowhead Regional Library and pay a Library Requisition to the Yellowhead Regional Library based on a per capita levy. In addition to the annual requisition, the municipalities provide direct annual funding to the Alberta Beach Library.

Lead Municipality:

Alberta Beach Library Board

Funding:

The per capita funding requisition for the Yellowhead Regional Library Board is determined by the YRL Board.

The Alberta Beach Library Board requests funding from the municipalities to operate the Alberta Beach Library, each municipality is responsible for their municipal funding provided to the local library. The municipalities provide FCSS funding to the Library which is in addition to municipal funding.

The Library is open to all residents in the municipalities and Alberta Beach is requesting the municipalities work cooperatively in determining an equitable funding formula to support the Alberta Beach Library.

Alberta Beach provides direct annual funding and also provides insurance and in-kind services. Alberta Beach supports Lac Ste. Anne County Library Board in a per capita funding provided to the libraries and is requesting Val Quentin provide an equitable per capita funding to the library.

Alberta Beach agrees to match the per capita funding which Lac Ste. Anne County provides to the Alberta Beach library through direct annual funding and services provided. Val Quentin agrees to consider matching the per capita funding which Lac Ste. Anne County provides to the Alberta Beach library.

FCSS

Description:

The Town of Onoway manages the FCSS program for Alberta Beach and Val Quentin, the municipalities transfer their provincial and 25% matching municipal FCSS funds to the Town of Onoway. The municipalities agree to form a steering committee to establish a Terms of Reference for review of the FCSS funding applications.

EAST END BUS

Description:

East End Bus Society is a cooperative effort of Lac Ste. Anne County, the Town of Onoway and Alberta Beach as well as support of 10 summer villages to provide affordable transportation for seniors and handicapped in the region.

Funding:

Alberta Beach provides annual funding to East End Bus for the bus housing, coordinator wages and capital bus replacement funding. Val Quentin provides a volunteer contribution to East End Bus.

SENIORS HOUSING

Description:

The Lac Ste. Anne Foundation provides seniors housing in the region and the municipalities provide funding through an annual requisition to the Lac Ste Anne Foundation.

ONOWAY REGIONAL MEDICAL CLINIC

Description:

The Summer Village of Val Quentin participates in the Onoway Regional Medical Clinic.

OTHER SERVICES OF MUTUAL BENEFIT:

LAND USE PLANNING

Description:

Alberta Beach and Val Quentin contracts to a third party for development officer and planning services. The municipalities have a regional Intermunicipal Development Plan with Lac Ste. Anne County which expires in 2021.

ECONOMIC DEVELOPMENT

The municipalities will work together to discover and promote economic opportunities in the region.

DISPUTE RESOLUTION

Where not specified, dispute resolution will be in accordance with the following:

Mediation Steps:

- CAO's and administration staff meet to discuss and resolve dispute;
- ICF Committee will meet to discuss and resolve dispute;
- ICF Committee will be made up of two Councillors and one admin rep from each municipality.
 - Resolved?
 - Yes – agreement amended to reflect.
 - No – move to next step.
- Full Municipal Councils will meet to discuss and resolve dispute;
 - Resolved?
 - Yes – agreement amended to reflect.
 - No – move to next step.
- Optional Mediator - the Mediator must be mutually agreed upon. All costs for mediation to be split equally between the municipalities.
 - Resolved?
 - Yes – agreement amended to reflect.
 - No – move to next step.
- Binding arbitration with certified arbitrator within the province of Alberta. The arbitrator must be mutually agreed upon. If no agreement can be made, the municipalities will ask the province to appoint one. All costs for arbitration to be split equally between the municipalities. Arbitrator's decision to be immediately implemented by the municipalities.

TERM OF REVIEW

This ICF will be reviewed and amended in joint consultation at least every 5 years unless otherwise specified or as needed.


IN WITNESS THEREOF the parties have executed this Agreement as of the 31 day of March,
2021.

Alberta Beach


Summer Village of Val Quentin



Mayor



Mayor



Chief Administrative Officer



Chief Administrative Officer