

**SUMMER VILLAGE OF SUNRISE BEACH AGENDA**

**ADDITIONS**

Tuesday, April 25<sup>th</sup>, 2023 commencing at 7:00 p.m.

In person or Via Zoom at the East End Fire Station 2317 Twp. Rd. 545 Lac Ste.

Anne County

As per Bylaw 448-2018 there will be no audio/video recordings of Meetings

6.	<p><u>Business</u></p> <p>Pages</p> <p>pl-5</p> <p>pb</p>	<p>e) Hummocky Lands Redistricting Application - there have been some developments come about recently to which Council direction is sought. I would suggest before making any decisions, we go through this entire report and then come back to the discussion on what direction Council wishes to provide.</p> <p>i) Grant – as previously shared with Council the day after the February public hearing at the County, administration contacted Alberta Municipal Affairs regarding potentially applying for a grant for funds to help offset the costs of mediation/arbitration with respect to this intermunicipal land-use dispute. That deadline was the very day I chatted with them, but they did leave the portal open to allow us to submit an application over the weekend. We did that and we were approved and attached is the actual grant agreement which they seek approval and execution of. The grant is for a one-time amount of \$15,000.00 on a 1/3 to 2/3 basis (2/3 to be split between the County and the Summer Village) so \$15,000.00 each to the County and Summer Village. Timeline for work to be claimed under this project is April 1, 2022 to August 31, 2024 – could some of the costs already expensed be included, I would suggest they are not mediation costs. Schedule A of the agreement states: hire mediators and/or mediator mentees to assist with negotiations for the resolution of an intermunicipal land-use dispute on rezoning county land adjacent to the summer village (costs are for mediator’s travel expenses and professional fees) – and the mediator would have to be agreed on by both the County and Summer Village. Costs overruns will be the responsibility of the municipalities.</p> <p>I had not asked the County prior to submitting this application because of the very tight timeline, but I had discussed this with them after it had been approved as they were actually notified of same (before I knew we were approved).</p> <p>Discussion on whether Council approves this agreement and thereby agrees to our respective costs on same. Are we prepared to exercise this opportunity.</p> <p>ii) Road Use Agreement – we have had many discussions on this in the past and administratively have been working on said agreement. The County had forwarded us a proposed agreement which we shared with our legal counsel who had many concerns with this agreement (it was more an industrial haul agreement as opposed to a road use agreement). We went back to the County with our concerns, to which they have and continue to say we need to set our road standards and have a road</p>
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	P 7-23	<p>assessment completed on our roads. This agreement is now to the point where if the Summer Village is going to insist on having same in place, the Summer Village will need to spend some money on: completing a road assessment by an Engineer and hiring a Consultant or Lawyer to prepare said Road Use Agreement. Administration did request a copy of road standards from both Parkland County and Sturgeon County to which Parkland County did share theirs and administration in consultation with our Planner and Jason Madge did propose 7.6 as what we should adopt for road standards, this document was shared with the County to which they suggest this standards are not realistic within our Summer Village. Our road standards can be set by simple Council motion.</p> <p>iii)2<sup>nd</sup> Access into lands – in the proposed plans that we have seen there is a second access proposed by the developer. Administration and our Planner, have both expressed to the County our concerns with the potential negative impacts to our road system resulting from the development and that the Summer Village may not grant a second access. Because of this the Developer has now expressed to the County that they are reluctant to spend money to complete stormwater management and geotechnical studies on ground water that we had previously requested, as well as the Traffic Impact Assessment. However, the Summer Village will not be in a position to reasonably provide further direction to the developer about the 2<sup>nd</sup> access until an assessment of the road and any required improvements to the road have been determined. Separate, but related to this matter is that the detailed stormwater management plan and the geotechnical studies on ground water. If the developer does not provide this information then the Summer Village cannot reasonably determine impacts on the road related to the proposed servicing plan (water and wastewater) for the development. If the water table is too high within the site to enable the construction of the proposed underground services, then the Summer Village may have additional concerns about how water/wastewater will be delivered to and from the development area and the potential impacts on the road and traffic. Here we seem to now be at a standstill.</p> <p>iv)Intermunicipal Development Plan (IDP) – the Summer Village and County do not currently have this planning document as it was agreed during our Intermunicipal Collaborative Framework (ICF) discussions and agreement that we did not need one. This file has highlighted the need to revisit this discussion, perhaps we do need an IDP document. Suggested cost to complete same is \$10,000.00 to \$20,000.00, plus the Council and Admin time for meetings, review etc.</p> <p>iv)Administration Services – as the Summer Village continues to negotiate this potential development, as per our existing contract Administration needs to advise the Summer Village that we will need to charge our time</p>
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		<p>for work on this file going forward over and above our contractual obligations. To date we have put in a tremendous amount of time specifically to this file without charging additional compensation but I have absorbed additional expenses in paying staff for this additional work. I can no longer afford to continue this. We are right in the middle of our busiest season (audit, budget, levying of taxes) and administratively we need to focus our attention on completing those tasks, along with all the other day to day operations we complete. I would recommend the Summer Village consider hiring an outside source to lead this file on your behalf.</p> <p>To date, the Summer Village has incurred the following costs:          Legal: \$4,560.43          Planner: \$4,050.00          Councils motion on legal was up to \$5,000.00</p> <p>Not taken into account is Council and Administration time to date (and I know our Planner has put in time that she has not charged for yet).</p> <p>The redistricting application I presume will go back before County Council at some point and should Lac Ste. Anne County Council give second and third readings to it as direct control we will loose our ability to comment and/or object to further development of these lands. If second and third readings are given and the districting ends up being other than direct control (as recommended by County Administration) we will have an opportunity to comment and object in the future. If this redistricting is passed, then the next steps would be the developer applying for development permits which should it go to something other than direct control we would have opportunity to engage and this is normally when a road use agreement would come into play.</p> <p><i>We are at a very important cross roads here, Council will need to provide direction on how the wish to proceed:</i></p> <ul style="list-style-type: none"> <li>-grant</li> <li>-road use agreement</li> <li>-2<sup>nd</sup> access/the 2 studies</li> <li>-IDP</li> <li>-administration services</li> </ul>

Next Meetings:

# SUMMER VILLAGE OF SUNRISE BEACH AGENDA

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SVLSACE Meeting	June 10 <sup>th</sup> , 2023
Regional Municipalities Meeting	June 20 <sup>th</sup> , 2023
Regular Council Meeting	June 27 <sup>th</sup> , 2023
Regular Council Meeting	July 25 <sup>th</sup> , 2023



**2022/23 ALBERTA COMMUNITY PARTNERSHIP**

**Mediation and Cooperative Processes Component - Mediation Stream**

**CONDITIONAL GRANT AGREEMENT**

**BETWEEN:**

**HIS MAJESTY THE KING** in Right of the Province of Alberta as  
represented by the Minister of Municipal Affairs  
(hereinafter called "**the Minister**")

**AND**

**SUMMER VILLAGE OF SUNRISE BEACH** in the Province of Alberta  
(hereinafter called "**the Grant Recipient**")

**WHEREAS** the Minister has approved the Grant Recipient's grant application and has agreed to make a one-time conditional grant in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000)**, (hereinafter called "the Grant") to the Grant Recipient pursuant to the Municipal Affairs Grants Regulation;

**WHEREAS** the Grant is provided as the Minister's contribution on a one-third to two-thirds cost-share basis with the Grant Recipient;

**AND WHEREAS** the Grant Recipient and the Minister are entering into a Conditional Grant Agreement (hereinafter called "the Agreement") governing the use and purpose of the Grant.

**Preamble:**

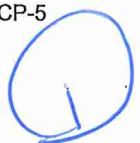
The purpose of the grant is to support the collaboration of the Grant Recipient and Lac Ste. Anne County to enter into mediation for resolution of an intermunicipal land-use dispute.

As project manager, the Grant Recipient will manage the administration of funds on behalf of the Project participants.

**The parties agree as follows:**

1. The Minister shall:
  - (a) subject to the provisions of the Agreement, pay the Grant Recipient a one-time conditional grant in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000)**, to carry out the activities outlined in Schedule "A" (hereinafter called "the Project") as attached hereto and forming an integral part of this Agreement;
  - (b) provide the Grant to the Grant Recipient to carry out the project to be disbursed by way of installment upon receipt of a copy of the invoices to the Minister's satisfaction;
  - (c) have the right to conduct an evaluation or audit of the Project at any time; and
  - (d) have the right to publish and distribute any report submitted by the Grant Recipient, to the Minister, on the Project; and
  - (e) have the right, in the sole discretion of the Minister, to approve a time extension beyond the date specified in Clause 2(e), if requested by the Grant Recipient, or if the Minister considers it necessary or advisable to do so. If the Minister approves a time extension, the Minister shall provide written notice to the Grant Recipient of that extension and such notice is deemed to be a formal amendment of the term of this Agreement.

File No: 04286-S13  
Project No: 2223-MCP-5



2. The Grant Recipient shall:

- (a) carry out the Project as set out in Schedule "A", without material alteration;
- (b) use the entire amount of the Grant for the purpose of carrying out the Project;
- (c) if grant funds are invested, apply any income earned on the Grant to the Project;
  - (i) the Grant Recipient may invest the funds provided, or unutilized portions thereof, in accordance with the terms of Section 250 of the *Municipal Government Act*;
  - (ii) the Grant Recipient shall determine and report the "actual income earned" on the unexpended funds invested and all such income including other credit adjustments as outlined in the Alberta Community Partnership Program Guidelines;
- (d) not use any part of the Grant, including any income earned thereon, to pay for work done or materials obtained before April 1, 2022;
- (e) complete the Project and use the Grant, including any income earned thereon, by August 31, 2024;
- (f) notify and seek approval from Municipal Affairs in writing of any significant changes in circumstances that may affect the project time lines specified in sub-clause 2(e) above, or the implementation of the Project as described in Schedule "A";
- (g) be responsible for any cost over-runs incurred in carrying out the Project;
- (h) submit a Final Statement of Funding and Expenditures (SFE) to the satisfaction of the Minister within 60 days after the Project completion date outlined in 2(e) above, or sooner if the project is completed prior to the Project completion date, including income earned and financial information. A Final Report is also to be submitted;
- (i) demonstrate on the SFE the two-thirds municipal contribution, as per the Alberta Community Partnership Program Guidelines;
- (j) carry out the Project in accordance with all applicable laws, regulations and generally accepted standards;
- (k) ensure that all resource personnel involved in the Project are suitably qualified; and
- (l) refund, within 30 days of Municipal Affairs' request, any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in this Agreement to the Government of Alberta.

3. The Grant Recipient represents and warrants to the Minister that:

- (a) the execution of the Agreement has been duly and validly authorized by the Grant Recipient in accordance with all applicable laws;
- (b) the Grant Recipient as the project manager has or will obtain motions or council resolutions from the Project participants; and
- (c) in accordance with this Agreement, it will provide all the required Project administration, compliance reporting, and documentation, as required.

4. If the Grant Recipient does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the Grant Recipient of such breach in writing and the Grant Recipient will have 30 days to remedy such breach. If, in the opinion of the Minister, the Grant Recipient does not remedy the breach, the Minister may terminate the Agreement without further notice to the Grant Recipient and demand the immediate refund of the Grant, or such lesser amount as the Minister may determine, to the Government of Alberta.

5. The Minister may terminate this Agreement for any reason by notifying the Grant Recipient in writing upon 60 days' notice. Upon receipt of the notice of termination, the Grant Recipient shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of the Agreement, the Grant Recipient shall refund to the Government of Alberta any unexpended portion of the Grant and any amounts expended for purposes other than those specified in this Agreement.





6. This Agreement shall come into effect on the date that the Minister or Minister's representative signs the Agreement.
7. This Agreement shall expire on the date that the Grant Recipient has met all provisions of this Agreement, unless terminated earlier by the Minister in accordance with this Agreement.
8. Except for a time extension made in accordance with Section 1(e), amendments to this Agreement, including changes to Schedule "A", may be necessary from time to time and may be initiated by either the Minister or the Grant Recipient, in writing, and shall be agreed upon by both parties.
9. The Minister and the Grant Recipient acknowledge that the *Freedom of Information and Protection of Privacy Act* (FOIP) applies to all information generated, collected or provided under this Agreement, and will comply with its provisions.
10. The Grant Recipient agrees to indemnify and hold harmless the Minister, Minister's employees, and agents from any and all actions, claims, demands and costs whatsoever, arising directly or indirectly, out of any act or omission of the Grant Recipient or its employees or agents, with respect to carrying out the purposes of this Agreement.
11. The Agreement, including the attached Schedule "A", is the entire agreement between the Minister and the Grant Recipient with respect to the Grant from the Minister for the Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
12. The following clauses shall survive conclusion or termination of this Agreement:
  - (a) FOIP – Clause 9;
  - (b) Indemnity – Clause 10; and
  - (c) Entire Agreement – Clause 11.
13. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or e-mailed to the addresses as follows:

The Minister  
c/o Director, Grant Program Delivery  
Municipal Affairs  
15<sup>th</sup> Floor Commerce Place  
10155 - 102 Street  
Edmonton AB T5J 4L4  
Fax: 780-422-9133  
Email: [acp.grants@gov.ab.ca](mailto:acp.grants@gov.ab.ca)

The Grant Recipient  
c/o Chief Administrative Officer  
Summer Village of Sunrise Beach  
PO Box 1197  
Onoway, AB T0E 1V0  
Email: [svsunrisebeach@wildwillowenterprises.com](mailto:svsunrisebeach@wildwillowenterprises.com)
14. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.



- 15. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
- 16. This Agreement is binding upon the parties and their successors.
- 17. The parties agree that this Agreement will be governed by the laws of the Province of Alberta.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

**HIS MAJESTY THE KING**  
 in Right of the Province of  
 Alberta as Represented by  
 the Minister of Municipal Affairs

\_\_\_\_\_  
 WITNESS SIGNATURE

Per: \_\_\_\_\_  
**Director SIGNATURE**  
**GRANT PROGRAM DELIVERY**

Date: \_\_\_\_\_

**SUMMER VILLAGE OF SUNRISE BEACH**

\_\_\_\_\_  
 WITNESS SIGNATURE

Per: \_\_\_\_\_  
**CHIEF ELECTED OFFICIAL SIGNATURE**

\_\_\_\_\_  
 PRINT NAME AND TITLE

\_\_\_\_\_  
 PRINT NAME AND TITLE

Date: \_\_\_\_\_

\_\_\_\_\_  
 WITNESS SIGNATURE

Per: \_\_\_\_\_  
**DULY AUTHORIZED SIGNING OFFICER SIGNATURE**

\_\_\_\_\_  
 PRINT NAME AND TITLE

\_\_\_\_\_  
 PRINT NAME AND TITLE

Date: \_\_\_\_\_

4

**2022/23 Alberta Community Partnership Mediation and Cooperative Processes Component  
Mediation Stream**

**CONDITIONAL GRANT AGREEMENT  
SCHEDULE "A"**

The Summer Village of Sunrise Beach, as the designated project manager, will carry out the following work on behalf of the Project participants:

- Hire mediators and/or mediator mentees to assist with negotiations for the resolution of an intermunicipal land-use dispute on rezoning county land adjacent to the summer village.

Mediation costs\* will be funded as follows:

- The Minister will contribute to one-third (1/3) of the mediator's travel expenses and professional fees up to \$15,000.
- Project participants must contribute two-thirds (2/3) of the mediator's travel expenses and professional fees up to \$30,000.

\*Where mediator mentees are selected, the Minister will contribute to 100% of their travel and professional fees up to a maximum of \$15,000.

5







## **Intermunicipal Collaboration Framework**

Lac Ste. Anne County  
(Hereafter called the “County”)

&

Summer Village of Sunrise Beach  
(Here after called the “Village”)



7

## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach



### CORE SERVICES

- TRANSPORTATION
- WATER
- WASTEWATER
- STORMWATER MANAGEMENT
- SOLID WASTE
- EMERGENCY SERVICES
- RECREATION

### OTHER SERVICES OF MUTUAL BENEFIT

- LIBRARIES
- MEDICAL CLINICS
- FCSS
- SENIORS HOUSING
- SENIORS TRANSPORTATION
- BROADBAND NETWORK INITIATIVES
- ASSESSMENT/ASSESSMENT REVIEW BOARD SERVICES

### OTHER MUTUALLY BENEFICIAL SERVICES

- ANIMAL CONTROL
- COMMUNITY PEACE OFFICER/BYLAW ENFORCEMENT SERVICES
- CEMETERIES
- ECONOMIC DEVELOPMENT
- WEED CONTROL
- PEST CONTROL
- BUILDING INSPECTION/SAFETY CODES SERVICES
- WORKSITE HEALTH AND SAFETY

## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### CORE SERVICES

#### TRANSPORTATION

##### Description

The general area is serviced by Alberta Highway 642. In the immediate area the County maintains Range Road 12 and Township Road 554 connecting a portion of the Village to Highway 642 and is responsible for maintenance and snow clearing. The Village is responsible for maintenance of all roads within the Summer Village and employs its own staff and equipment for road repairs, snow ploughing and the grass cutting along the roadsides.

As most of the Village residents need TWP Road 554 to access the main highways, the Village has occasionally contributed dollars to the repair of the Lac Ste Anne County roadway, with these repairs falling under the direction of County. Going forward, repairs and upgrades will be cost-shared at an agreed-upon split.

##### Lead Government Agency

Road Network	Lead/Responsible Agency
Highway 642	Province of Alberta
TWP Rd. 554 (within County)	County
TWP Rd. 55440 (within Village)	Village
Summer Village Roads/Streets/Lanes	Village

There is a general recognition that the County shall maintain the roads within its municipal boundaries, and that the Village shall maintain the roads within its municipal boundaries, according to their respective policies, schedules and budgets. However, the County and the Village are open to collaboration of additional/future road repairs on adjacent county roads, particularly TWP Rd. 554, if/when required. There is recognition that currently it does not make sense for the County to collaborate or cost share on municipal roads within the Village, as there is no significant essential county thoroughfare.

The parties may provide additional services to each other, if requested, on a fee for services basis (such as sanding/salting roadways in winter, crack sealing or other maintenance required from time-to-time), where such work can be accommodated within the vending party's schedule and abilities. In addition, in-kind services may be arranged.

##### Funding

The respective communities will fund all transportation requirements through their respective tax base and/or provincial and federal grants that may be available. Where support is required from one municipality, the two municipalities will agree on the scope of work and the costs involved for each participating municipality.

##### Timeline

The County and the Village will continue consultation and support for each municipality where and when required on an ongoing basis. To help with budgeting purposes, requests and proposals for collaboration should be submitted in advance of the annual budget cycles.

##### Transition Plan

The County and the Village 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 agree to work in collaboration where possible.



## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### Term of Review

Transportation issues will be reviewed on an as required basis. However, in general, the topic of Transportation shall be reviewed every five (5) years as part of the ICF process to ensure policies and processes remain collaborative where applicable.

### Other

The County and the Village will continue to support regional transportation initiatives where possible, and within current budget allocations.

No changes in how the County and the Village approach transportation infrastructure and maintenance issues are required at this time. The parties will continue to work collaboratively to support transportation in the region.

## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### **WATER**

#### **Description**

Most residents within the general area are serviced by either independent water wells or cisterns for their potable water requirements. The County is a member of the West Inter Lake District Regional Water Services Commission (WILD); The Village is also a member of WILD.

Membership in WILD requires payment of a respective member portion of governance, operating and capital costs, but allows the member access to the network and an annual allocation of potable water for their community. It is not anticipated that the Village would initiate a municipal water service in the municipality, but could work cooperatively with WILD, County and other stakeholders to provide some shared access points for residents to acquire treated water in the immediate vicinity.

#### **Lead Municipality**

There are various independent water providers currently servicing the region, including both water well installers and cistern installers, both subject to development permit reviews by the respective municipal agent. At present, WILD Water has completed Phase I and Phase II of their construction, which includes the Kapasiwin and Alberta Beach truck fills. WILD Water Phase III and Phase IV are in the design phase and may include a truck fill closer to Lake Isle and may include tap-offs for both local subdivisions within the County and the Village, from which future municipal distribution could connect.

At this time, possible shared access to water may be an opportunity for collaboration between the County and the Village and/or other regional partners (i.e. water fill station within proximity to several municipalities could be developed on an agreed cost-sharing formula).

#### **Funding**

Funding for private water services is the responsibility of the subject property owner, and no municipal subsidies for this service are offered. Funding obligations for members of WILD are determined through membership agreements and the WILD business plan and are confirmed through the annual budget of WILD.

If additional funding is required for new water facilities, these agreements will be negotiated with the participating municipalities and stakeholders. In addition, the County and the Village agree to support each other through various grant funding opportunities, when they arise.

#### **Timeline**

While the business plan is being reviewed currently and the inclusion of new members and the financing of future phases will be addressed concurrently, there are no imminent changes to operations and financing of WILD, or other private water service providers, which require specific review by the parties at this time.

#### **Transition Plan**

Existing agreements are in place. If new projects are initiated, then a transition plan will be developed for the planned project.

#### **Term of Review**

Contractual arrangements with WILD shall dictate any timeline requirements for agreement review. However, in general, the topic of Water Supply shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

## **Intermunicipal Collaboration Framework**

Lac Ste. Anne County & Summer Village of Sunrise Beach

### **WASTEWATER**

#### **Description**

Properties within the immediate area of the County and the Village are serviced by private septic tanks (sometimes including field systems) and contractors provide pump-out services at the request of property owners when/if required.

#### **Lead Municipality**

The County and the Village are responsible to ensure proper septic systems are installed and operational within their respective municipalities.

#### **Funding**

Installation and maintenance costs of private septic systems are the responsibility of property owners, including development and safety codes permit costs, and neither municipality subsidizes these costs.

#### **Timeline**

Ongoing agreements are in place and no imminent changes are being considered.

#### **Transition Plan**

No transition away from the existing services is contemplated.

#### **Term of Review**

In general, the topic of Wastewater shall be reviewed every five (5) years as part of the ICF process to ensure policies and processes remain collaborative where applicable.



## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### STORMWATER

#### Description

The municipalities both require that developments within their respective community channel stormwater into municipally maintained ditches, to be eventually redirected towards the local watershed applicable waterways. No development shall direct water onto neighboring property unless it is the natural flow of water or has been granted Water Act Approval. In general, jurisdiction of this falls to the respective Planning and Development departments in either the County or the Village.

Currently, neither the County nor the Village maintains a comprehensive Stormwater Management Plan for the immediate subject area within their municipal boundaries.

#### Lead Municipality

The County and the Village are responsible to ensure adherence to any specific, or general, Stormwater Management policies within their municipal boundaries. Respective Planning & Development departments oversee compliance to same.

In the event the County does conduct large scale Stormwater Analysis for areas adjacent to the Village. The County will endeavor to consult with the Village to see if they would like to partner into the project

#### Funding

Installation and maintenance of municipal stormwater ditches within a municipality are the responsibility of the respective municipal partner. Collaboration on developing a sub-regional Stormwater Management Plan, if undertaken, will be cost shared at a rate to be negotiated if/when this occurs, and ideally would be covered, in whole or in part, by a mutually supported grant application.

#### Timeline

No immediate action is required but should be revisited in the event development in the area merits it or both municipalities consent to developing an IDP.

#### Transition Plan

Stormwater Management requires Alberta Environmental Protection's approval, both under the Environmental Protection and Enhancement Act and under the Water Act. Guidelines were developed to help municipalities in the planning and design of Stormwater Management systems. Once planned/designed and put into operation, the facilities then become the responsibility of each municipality. As such drainage courses cross municipal borders they will require coordination/collaboration in-order to operate and function appropriately.

#### Term of Review

Any arising Stormwater Management concerns that impact adjacent municipalities should be addressed in a timely fashion. However, in general, the topic of Stormwater Management shall be reviewed every five (5) as part of the ICF process to ensure policies and processes remain collaborative where applicable. In addition, the topic of Stormwater Management should be included in future IDP discussions to ensure a consistent sub-regional approach.

## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### SOLID WASTE



#### Description

Both the County and the Village address solid waste collection independently. The County provides residents with access to local transfer stations; property owners are also able to contract solid waste collection for their property via private contractors in the area. The Village collects solid waste from properties within the municipality on a schedule determined by their Council, through agreement with an external contractor.

#### Lead Municipality

While each municipality administers their own solid waste collection services for their residents, both the County and the Village are members of the Highway 43 East Waste Commission. Membership in this Commission ensures that collected solid waste can be deposited locally, by residents or collection contractors, for a tipping fee based on the weight of the refuse.

The Regional Landfill is owned and operated by the Highway 43 East Waste Commission and access is offered to residents of any partner municipality. The County also operates a network of transfer stations which provide local access to their residents. Residents of the Village must take all additional solid waste to the main Regional Landfill site.

#### Funding

Municipal solid waste collection is covered through respective municipal taxation and charges. The Regional Landfill is operated by the Highway 43 East Waste Commission and their costs are covered through tipping fees.

#### Timeline

This is an ongoing agreement with the Highway 43 East Waste Commission and its municipal partners. There is no imminent matter requiring review.

#### Transition Plan

No changes are expected to occur in the immediate future.

#### Term of Review

Any contractual arrangements with external contractors for solid waste service provision will dictate any timeline requirements for agreement review. And, contractual arrangements with Highway 43 East Waste Commission will dictate any timeline requirements for agreement review. However, in general, the topic of Solid Waste shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

14



## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### EMERGENCY SERVICES

#### Description

Both the County and the Village recognize the importance of providing local emergency response services to their municipalities. They also recognize the importance of collaborating on a regional level, when and where possible, to promote a safer region and meaningful response to local and regional emergencies. In general, the emergency response capacity under the jurisdiction of the municipalities includes Emergency Management Coordination and Fire Protection and Rescue Services.

The County operates a fire service internally, which includes mutual aid agreements with all surrounding municipal fire services. The Village garners fire suppression through an external contract which is a municipal partnership known as Onoway Regional Fire Services, with the Town of Onoway being the lead municipality.

Fire Suppression includes an agreement between the County and the Town of Onoway which contains mutual aid clauses for assistance between County Fire Services and Onoway Regional Fire Services.



#### Lead Municipality

#### Emergency Management

The County operates its own Emergency Advisory Committee and Management Agency, and subsequently dedicated Director of Emergency Management.

The Village is a member of the Ste. Anne Regional Emergency Management Agency, along with several other Summer Villages within the greater County area and contracts a dedicated Director of Emergency Management.

Each agency oversees the general planning, preparation and management of disaster response for their respective service area.

#### Fire Services

The County operates its own municipal Fire Department. There are six (6) county fire stations, including the County Fire Services – East Station, located adjacent to Onoway (the closest County station to the Village).

The Village contracts its Fire Protection Services from Onoway Regional Fire Services. Onoway Regional Fire Services is managed by a committee of member municipalities, with the service itself being provided by North West Fire and Rescue. The closest primary fire hall to the Village through this service is in Alberta Beach.

Through ongoing negotiations, mutual aid agreements for fire service matters has been incorporated, with a mechanism for mutual aid when requested and addressing jurisdictional command and command transfer when dual responses are initiated.

#### Funding

The County funds its emergency response services through municipal taxation and annual budget allocation.

The Village funds its emergency management services through taxation to pay annual requisitions to the respective management committees. The Ste. Anne Regional Emergency Management Agency is funded through taxation based



## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

on an annual requisition determined by their advisory committee. The Onoway Regional Fire Service is funded through taxation based on an annual budget divided between the members (currently based on lot count).

### **Timeline**

No imminent changes to emergency services provision in or between either municipality is anticipated at this time. Fire Services are reviewed annually within each respective municipality, and quarterly meetings are planned at an operational level between the fire service providers.

As of 2020, both emergency management mechanisms are operational; the immediate future is expected to see additional planning and internal training, with possible joint exercises as early as 2021. At some point, mutual aid agreements specifically for Emergency Management may be negotiated between the partner agencies.

### **Transition Plan**

Following completion of emergency management plans and successful internal exercises, joint emergency management training should be considered. Once these joint exercises build a solid working relationship between the parties' mutual aid agreements may be considered for negotiation.

### **Term of Review**

Existing contractual arrangements for Emergency Management and/or Fire Services will dictate any timeline requirements for agreement review. However, in general, the topic of Emergency Services shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.

## Intermunicipal Collaboration Framework

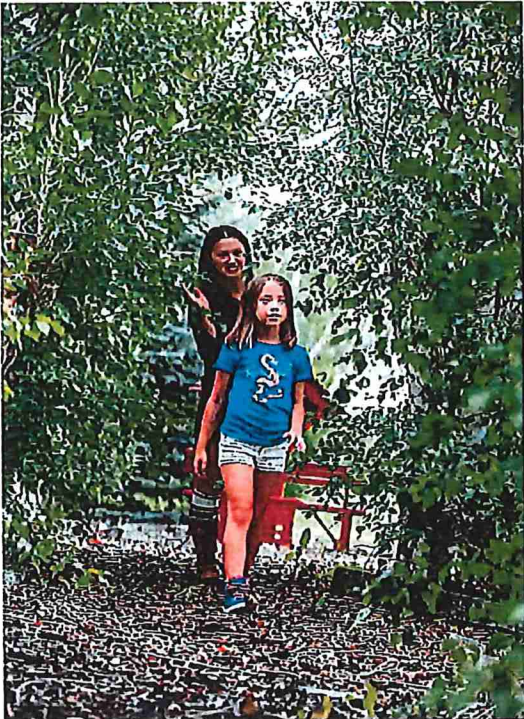
Lac Ste. Anne County & Summer Village of Sunrise Beach

### RECREATION

#### Description

The County and the Village operate their own recreation programs including maintenance of playgrounds and parkways within their respective municipalities. There are no permanent (perennial) recreation programs offered within the Village, either by the Village or the County. The traditional 'major' recreation facilities (Arenas, Swimming Pools & Curling Rinks) are owned and operated by other agencies/organization/municipalities.

Both municipalities recognize that their residents participate in recreation programs and access recreation facilities that are owned, operated or organized by other entities.



The Village does provide contributions to recreation programs and facilities within the area.

The County also provides contributions to recreation programs facilities within the area based on a grant allocation methodology.

#### Lead Municipality

The County only organizes minimal direct programming but does offer some recreation programming via a "Summer Program." All residents in and around the surrounding municipalities are welcome to participate.

The County operates and maintains applicable recreation facilities/amenities within its municipal borders.

The Village operates and maintains applicable recreation facilities/amenities within its municipal borders.

As noted above, many recreation programs and facilities are offered by other entities. Both municipalities support and promote these undertakings.

#### Funding

County provides funding to external agencies and organizations responsible for operating and/or maintaining recreation programs and facilities. Currently the funding is derived from an annual Recreation Tax (via Bylaw) and distributed through the grant on a funding formula also considered annually.

The Village provides funding for recreational facilities and activities within the region as established within the annual budget, including applicable grant allocations (i.e. FCSS).

#### Timeline

No imminent changes are being considered.

17

## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### Transition Plan

No changes or transition is anticipated. The County and the Village agree to support one another with grant opportunities.

Currently both municipalities are involved in the Recreation & Culture Facility Assessment Initiative through the Revenue and Cost Sharing Committee, a regional initiative. The progress of this initiative may inform opportunities for future collaboration on recreation facilities and programs.

### Term of Review

Recreation matters will be reviewed on an as required basis. However, in general, the topic of Recreation shall be reviewed every five (5) years as part of the ICF process to ensure polices and processes remain collaborative where applicable.



## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### OTHER SERVICES OF MUTUAL BENEFIT

#### LIBRARIES

Both the County and the Village are members of the Yellowhead Regional Library System. Regional Library Systems are established under the Libraries Act and are intended to provide professional and technical support to public libraries. As a member, both municipalities pay an annual requisition to the Yellowhead Regional Library based on a per capita levy.

Locally, the County has established the Lac Ste Anne County Library Board through Bylaw. This Board is responsible for the operations of three library service points located within the boundary of County – those being the Darwell Public Library, Sangudo Public Library and Rich Valley Public Library. The Board also provides funding and support to three urban municipal libraries – Alberta Beach Municipal Library, Onoway Public Library and Mayerthorpe Public Library (but does not have any operational controls on those municipal libraries).

Primarily the residents of the Village and County residents living in and around that general area would access library services from the Onoway Public Library.

The County commits an annual per-capita allotment, funded through taxation, to the County Library Board, who in turn provides funding to each of the six Public Libraries in the region. The County Library Board uses a distribution funding formula which considers per-capita and lumpsum dollars dispersed through a predetermined service area map. In addition, the County provides grant funding directly to each library through FCSS and Recreation grant programs, upon funding availability.

The Village provides annual funding to the local libraries, with the level of funding determined annually during the budget process and paid through general taxation or various grants.

#### Transition Plan

No changes are anticipated within this process.

#### FCSS

Both the County and the Village receive annual provincial FCSS funding, by agreement, through Alberta Children's Services. The provincial funding represents 80% of the total FCSS funding, with each municipality contributing a required 20% contribution, as defined in their respective agreement with the province. Each municipality manages their own FCSS delivery model. Programming must meet the requirements and mandate, as determined by Alberta Children's Services.

The County administers their own funds and gives to causes within the boundaries as well as within adjacent municipalities, primarily through a grant allocation system. The County also provides some direct programming and service delivery to address community social needs.

The Village has entered an agreement with the Town of Onoway to administer the summer village's FCSS program. The Town of Onoway administers FCSS for several local municipalities and gives to causes within the regional boundaries of the County, through a grant allocation system.

#### SENIORS HOUSING

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

## **Intermunicipal Collaboration Framework**

Lac Ste. Anne County & Summer Village of Sunrise Beach

### **SENIORS TRANSPORTATION**

The East End Bus Society is a legal entity formed to meet Senior's transportation and socialization needs in the area. Through a hired program coordinator, a variety of shopping, recreational and cultural excursions are planned with the intention of promoting independence, self-worth and socialization opportunities to the users.

The County has member representation on the Lac Ste. Anne East End Bus Society. The Village has representation on the Lac Ste. Anne East End Bus Society via member appointment from the Lac Ste. Anne East Summer Villages Association.

The County provides financial and in-kind support to the operational and capital costs of the Society. The Village provides an annual capital contribution, as well as FCSS grant support.

### **BROADBAND NETWORK INITIATIVES**

Both the County and the Village recognize the importance of reliable internet and cellular connectivity in rural areas and remote communities. The County has spearheaded the construction of a network of transmission towers within the region, including one North East of Onoway. Populating these towers remains a challenge, and both municipalities are supportive of continued lobbying of independent service providers and the provincial and federal governments to address the gap in this important service.

### **ASSESSMENT REVIEW BOARD (ARB)**

Currently the Village is a member of the County's regional ARB board. The County has spearheaded the development of this Board to hear all Assessment appeals of partner members. Both municipalities are supportive of this continued partnership and maintaining the same level of service. The costs associated to the Village and the terms are outlined in another agreement.

### **INTERMUNICIPAL DEVELOPMENT PLAN (IDP)**

The Municipalities have agreed not to adopt an IDP, at this time in accordance with the MGA.

Either municipality may request both parties initiate the development of an Intermunicipal Development Plan subject to a formal request from their respective Council.

## Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

### OTHER MUTUAL BENEFICIAL SERVICES

Both municipalities agree to work in good faith for the betterment of both parties' citizens and where possible work collaboratively to maximize service levels and reduce regulations on the following services:

- Animal Control
- Community Peace Officer/Bylaw Enforcement Services
- Cemeteries
- Economic Development
- Weed Control
- Pest Control
- Building Inspection/Safety Codes Services
- Worksite Health and Safety Services

21



# Intermunicipal Collaboration Framework

Lac Ste. Anne County & Summer Village of Sunrise Beach

## Dispute Resolution

The County and the Village commit to resolving any disputes in a non-adversarial, informal and cost-efficient manner. Where there is no other existing agreement or bylaw the following dispute resolution process will prevail.

Both municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

Any dispute arising out of the implementation of this Agreement will firstly be addressed by the administrations of both the County and the Village. Where a dispute cannot be resolved to the satisfaction of both parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of both municipalities.

Where a dispute cannot be resolved to the satisfaction of both Chief Administrative Officers after thirty (30) calendar days, the dispute will be referred to the Intermunicipal Committee.

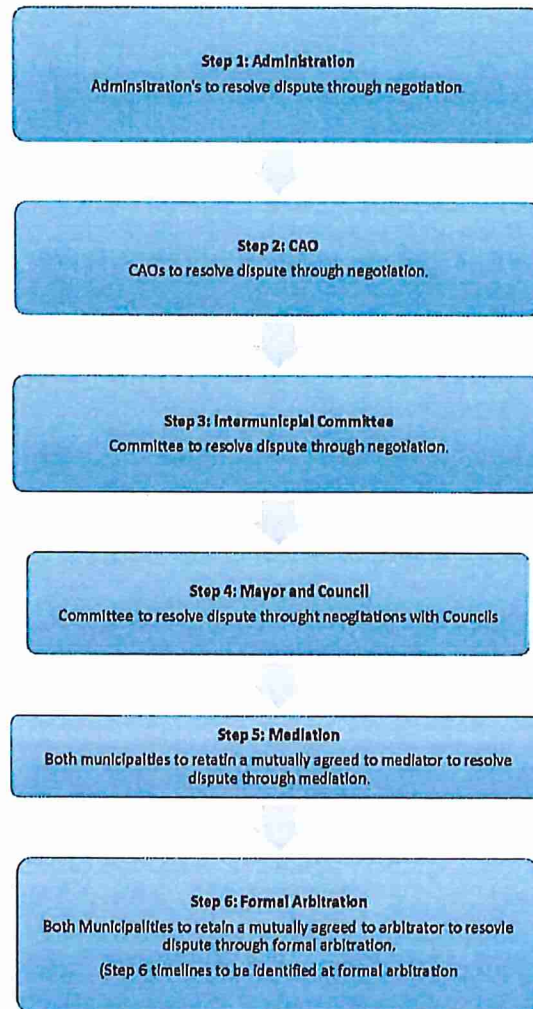
Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after thirty (30) calendar days, the dispute will be referred to the Councils of both municipalities.

Where a dispute cannot be resolved to the satisfaction of the Councils of both municipalities, the Village and the County will seek the assistance of a mediator acceptable to both parties. The costs of mediation shall be shared equally between the municipalities.

In the event that a dispute cannot be resolved through steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to both parties. Failing mutual agreement, either party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon both parties.

The costs of arbitration shall be shared equally between the municipalities.

For all development, subdivision or planning matters Intermunicipal disputes shall follow agreed to processes outlined in this agreement and the Municipal Government Act. In situations where the Intermunicipal Development Plan is in conflict with the Municipal Government Act as it pertains to intermunicipal disputes, provisions in the Municipal Government Act shall prevail.



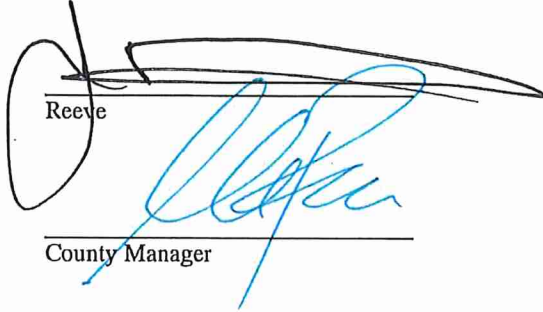
22

**Intermunicipal Collaboration Framework**



Lac Ste. Anne County & Summer Village of Sunrise Beach

IN WITNESS THEREOF the parties have executed this Agreement as of June 24, 2020.

**Lac Ste. Anne County**

  
\_\_\_\_\_  
Reeve  
  
\_\_\_\_\_  
County Manager

**Summer Village of Sunrise Beach**

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

23