



Baptiste Lake

# **INTERMUNICIPAL COLLABORATION FRAMEWORK**

Athabasca County & The Summer Villages of South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills

October 2020



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# INTERPRETATION **OF TERMS AND ACRONYMS**

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The Baptiste Lake Intermunicipal Collaboration Framework has been written with the purpose of being a document that can easily be read and used by the participating municipalities' Councils, Administrations, residents, and development proponents. The purpose of this section is to provide greater clarity to the reader with respect to common terms and abbreviations used in the document and the accompanying schedule.

<b>ABBREVIATION</b>	<b>NAME OR PHRASE</b>
ARP	Area Redevelopment Plan
ASP	Area Structure Plan
ICF	Intermunicipal Collaboration Framework
IDP	Intermunicipal Development Plan
LUB	Land Use Bylaw
LUF	Land Use Framework
MDP	Municipal Development Plan
MGA	<i>Municipal Government Act, R.S.A. 2000, c. M-26, as amended</i>

<b>PHRASE</b>	<b>DEFINITION</b>
Participating Municipalities	Athabasca County and the Summer Villages of South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills.
Initiating Municipalities	The municipality (or municipalities) that is the primary proponent of a proposed intermunicipal collaboration project or opportunity, or the municipality (or municipalities) that initiates a dispute resolution process.
Responding Municipalities	The municipality (or municipalities) that has been requested by an initiating municipality (or municipalities) to be party to a proposed intermunicipal collaboration project or opportunity, or a municipality (or municipalities) that has been issued notice of a dispute.

# EXECUTIVE SUMMARY

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Athabasca County and the Summer Villages of South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills have partnered to prepare the Baptiste Lake Intermunicipal Collaboration Framework. The participating municipalities have entered into this Intermunicipal Collaboration Framework in good faith and with a commitment to intermunicipal communication and collaboration that benefits the region’s residents.

A Steering Committee comprised of representatives from all partnering municipalities was established in 2019 to guide the project and provide information and direction to the project consultant. Municipal Planning Services was contracted to prepare an Intermunicipal Collaboration Framework with an inventory of municipal and intermunicipal services, processes for decision making, and dispute resolution procedures.

Intermunicipal Collaboration Frameworks (ICFs) were introduced by the Province of Alberta as part of the *Modernized Municipal Government Act* in 2018. All municipalities that share a common boundary and are not part of a Growth Management Board are required to adopt an ICF. Municipalities that do not have a common boundary may be a party to an ICF.

The purpose of an ICF is facilitate communication and cooperation between neighbouring municipalities to ensure municipal and intermunicipal services are provided to residents in an efficient and cost effective manner.

The Baptiste Lake Intermunicipal Collaboration Framework consists of four Parts and one Schedule. The following is a summary of these sections and schedule:

<b>PART 1</b>	Introduction	Purpose, Participating Municipalities, Schedules, Term and Review, Decision Making Process
<b>PART 2</b>	Intermunicipal Cooperation	Principles of Intermunicipal Cooperation, Inventory of Services, Future Collaboration Opportunities
<b>PART 3</b>	Dispute Resolution	Dispute Resolution Principles and Process for lack of agreement on review and interpretation of the ICF
<b>PART 4</b>	Correspondence	Contact Information for the Participating Municipalities
<b>SCHEDULE A</b>	Detailed Inventory of Services	Inventory of Current Services for the Participating Municipalities

# PART 1 INTRODUCTION

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## 1.1 Purpose

1. The purpose of the Baptiste Lake Intermunicipal Collaboration Framework (the ICF) is to establish formalized protocols for intermunicipal cooperation, communication, and service delivery within the Baptiste Lake Region.

## 1.2 Participating Municipalities

1. The following municipalities are party to the ICF: Athabasca County and the Summer Villages of South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills.

## 1.3 Schedule to the ICF

1. There is one Schedule referenced in the ICF, which is included for information. Schedule A contains the Detailed Inventory of Services.

## 1.4 Term and Review

1. In accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, the ICF shall come into effect on final passing of matching bylaws that contain the ICF by all participating municipalities.
2. The Baptiste Lake Intermunicipal Collaboration Framework may be amended by mutual consent by the participating municipalities, unless specified otherwise in this ICF.
3. It is agreed by the participating municipalities that the Councils and Administrations of the participating municipalities shall undertake a formal review the ICF at least once every five years, commencing no later than 2025.

## 1.5 Decision Making Process

1. Decision-making related to this ICF shall be vested in the participating municipalities' Councils.
2. Part 2 of this ICF guides how the participating municipalities determine the issues, projects and initiatives for intermunicipal collaboration.

# PART 2 INTERMUNICIPAL COOPERATION

## 2.1 Principles of Intermunicipal Cooperation

1. The participating municipalities agree to the following principles to guide regional communication and cooperation efforts:
  - a. To have defined **communication channels** to share information.
  - b. To encourage **respect** of different views and interests.
  - c. To pursue relations based on **transparency and openness**.
  - d. To **work together** to resolve issues.
  - e. To develop a **collaborative process** to ensure shared goals and efforts.
  - f. To respect **jurisdictional interests**.
  - g. To discuss and negotiate in **good faith**.
  - h. To **seek consensus** where possible on issues of regional or intermunicipal significance
  - i. To acknowledge that **not all parties** need to be involved in each regional project.
  - j. To advance shared interests to other levels of government with a **common voice**.
  - k. To ensure **public awareness** of the progress and results of regional cooperation.

## 2.2 Inventory of Services

1. The participating municipalities have a history of working cooperatively and collaboratively to provide municipal services to their residents on an intermunicipal basis with the following services being provided directly or indirectly to their residents:

SERVICE CATEGORY	DESCRIPTION OF SERVICE	PARTICIPATING MUNICIPALITIES
Transportation	Plow/Sanding Truck Memorandum of Agreement (individual agreements with the Summer Villages)	Athabasca County and the Summer Villages of South Baptiste, West Baptiste, Whispering Hills
Water and Wastewater	Sewage Lagoon Agreement	Athabasca County, Town of Athabasca, Summer Villages of Island Lake, Island Lake South, South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills
Solid Waste	Athabasca Regional Waste Management Services Commission Agreement	Athabasca County, MD of Lesser Slave River, Town of Athabasca, Village of Boyle, and the Summer Villages of Bondiss, Island Lake, Island Lake South, Mewatha Beach, South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills
Emergency Services	Baptiste Volunteer Fire Club Agreement (individual agreements with the Summer Villages)	Summer Villages of South Baptiste, Sunset Beach, West Baptiste, Whispering Hills

	Emergency Management Agreement (Under the Athabasca Regional Emergency Plan)	Athabasca County and the Summer Villages of South Baptiste (currently developing agreement), Sunset Beach (currently developing agreement), West Baptiste, Whispering Hills
Recreation & Community Services	The Northern Lights Library System Master Agreement	Athabasca County, Town of Athabasca, Summer Villages of South Baptiste, Sunset Beach, West Baptiste, and Whispering Hills and others (Approximately 75 municipalities are listed in the agreement as participants)
	Family and Community Support Services Agreement	Athabasca County, Summer Villages of: <ul style="list-style-type: none"> <li>• South Baptiste (no agreement – opportunity to explore),</li> <li>• Sunset Beach (informal agreement – opportunity to explore),</li> <li>• West Baptiste,</li> <li>• Whispering Hills (informal agreement – opportunity to explore)</li> </ul>

2. The detailed inventory of these services is included in Schedule A of this ICF.

### 2.3 Future Collaboration Opportunities

1. Where opportunities for informal collaboration arise, the Administrations of the participating municipalities will continue to explore these opportunities to work together and support one another. The adoption of the ICF will not impede or infringe upon the right of any participating municipality to enter into an informal agreement to work together in areas that do not require negotiating a cost-sharing agreement.
2. In the event that a participating municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating municipality's Chief Administrative Officer will notify the responding municipalities' Chief Administrative Officers in writing.
3. The initial notification by the initiating municipality will include a general description of the project, estimated costs, and timing of expenditures. The responding municipalities will advise if they have objections in principle to provide funding to the project and provide reasons.
4. The following criteria will be used when assessing the desirability of funding of new projects:
  - a. Relationship of the proposed capital project to Intermunicipal Development Plans or any other regional long term planning document prepared by the participating municipalities;
  - b. The level of community support;
  - c. The nature of the project;
  - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
  - e. The projected operating costs for new capital projects;
  - f. Municipal debt limit; and
  - g. Projected utilization by residents of the participating municipalities.
5. Once the responding municipalities have received written notice of new project, the Chief Administrative Officers of the initiating and responding municipalities shall meet within thirty (30) calendar days of the date the written notice was received, unless the Chief Administrative Officers agree otherwise.

6. In the event the initiating and responding municipalities are unable to reach an agreement, the dispute shall be dealt with using the procedure outlined in Part 3 – Dispute Resolution.
7. The participating municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.
8. Allocation of costs for the cost-sharing for new development of service agreements shall be determined by the Councils of participating municipalities involved in the agreement.

# PART 3 **DISPUTE RESOLUTION**

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## 3.1 Dispute Resolution Principles

1. The dispute resolution process in this ICF relates to matters specific to the ICF.
2. The participating municipalities are committed to resolving any disputes in a non-adversarial, informal, and cost-effective manner.
3. The participating municipalities shall make all reasonable efforts to resolve disputes by negotiation and agree to provide (without prejudice) open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
4. In the event of a dispute, the participating municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following manner:
  - a. Negotiation;
  - b. Mediation;
  - c. Binding Arbitration.
5. If any dispute arises between the participating municipalities regarding the interpretation, implementation, or application of this ICF, the dispute will be resolved through the dispute resolution process outlined herein.

## 3.2 Dispute Resolution Process

1. The participating municipalities agree that disputes relating to the ICF shall be restricted to the following:
  - a. Lack of agreement on proposed amendments; and
  - b. Lack of agreement on interpretation of this ICF.
2. The participating municipalities shall undertake the dispute resolution process outlined in Figure 1.
3. If a dispute arises pertaining to a service agreement or a lack of agreement on a proposed new agreement that does not include all of the participating municipalities, **only those municipalities that are or proposed to be party to the agreement will undertake the dispute resolution process in Figure 1.**
4. If at any point in the dispute resolution process a resolution is achieved to the satisfaction of the participating municipalities, no further steps in the process shall be required.

**FIGURE 1: DISPUTE RESOLUTION PROCESS**

FIGURE 1: DISPUTE RESOLUTION PROCESS			
	STEP	COMMUNICATION/ACTION	OUTCOME
NEGOTIATION	<b>STEP 1:</b> Issue Identification and Notice of Dispute	When a participating municipality (the initiating municipality) believes that there is a dispute under the ICF or an existing or proposed agreement and wishes to engage in dispute resolution, the initiating municipality must provide written notice to the other participating municipalities involved in the dispute (the responding municipalities) identifying area(s) of the dispute and request negotiation.  The issue of the dispute will not proceed further (or a decision rendered) until the dispute has been resolved.	▶
	<b>STEP 2:</b> Negotiation (Administrative Review)	Within <b>15 days after the notice is received</b> by the responding municipalities, the CAO from the initiating municipality and the CAO from each responding municipality shall participate in one or more meetings, in-person, to attempt to negotiate a resolution to the dispute. <b>Failing resolution within the 15 days</b> , the dispute will then be referred to the Councils of the initiating and responding municipalities.  The 15-day time limit may be extended if it is mutually agreed upon by all representatives of the initiating and responding municipalities.	▶
	<b>STEP 3:</b> Negotiation (Council Review)	The Councils of the initiating and responding municipalities will convene to consider and attempt to resolve the dispute within <b>30 days of the conclusion of the Administrative Review</b> .  The 30-day time limit may be extended if it is mutually agreed upon by the Councils of the initiating and responding municipalities.	▶
MEDIATION	<b>STEP 4:</b> Request Facilitated Mediation	If the dispute cannot be resolved through negotiations within the prescribed timeframe, the initiating municipality shall provide, within <b>15 days of the conclusion of the Council Review</b> , written notice to the responding municipalities outlining the details of the dispute that are to be mediated and a list of nominees to act as mediator.  The initiating and responding municipalities shall jointly appoint a mediator <b>within 15 days of receiving the written notice of request for facilitated mediation</b> .	▶
	<b>STEP 5:</b> Mediation	The initiating municipality must provide the mediator with an outline of the dispute and any agreed statements of facts. The responding municipalities must provide the mediator with access to all records, documents, and information that the mediator may reasonably request.  The Councils of the initiating and responding municipalities shall meet at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve the dispute.  All proceedings involving a mediator are without prejudice.  The mediator shall decide the allocation of the costs of mediation.	▶
	<b>STEP 6:</b> Mediation Report	If the dispute has not been resolved <b>within 6 months of the date that the initial written notice</b> (provided in Step 1) is received, the initiating municipality shall, <b>within 21 days</b> , prepare and provide a report to the other responding municipalities. The report must include:  1. A list of matters agreed upon by the initiating and responding municipalities; 2. A list of matters for which there is no agreement between the initiating and responding municipalities; and 3. A list of nominees to act as arbitrator.  The initiating municipality may prepare a report before the 6 months have elapsed if:  1. The initiating and responding municipalities agree; or 2. The initiating and responding municipalities are unable to appoint a mediator.	▶
ARBITRATION	<b>STEP 7:</b> Appoint Arbitrator	Within <b>15 days of receipt of the Mediation Report</b> , the Councils of the initiating and responding municipalities must jointly appoint an arbitrator and provide the arbitrator with a copy of the report.  If the Councils of the initiating and responding municipalities cannot agree on an arbitrator, the initiating municipality must forward a copy of the report to the Minister of Municipal Affairs with a request to appoint an arbitrator.  In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary, and may or may not hold to the requirements identified in the dispute resolution process of this ICF.	▶
	<b>STEP 8:</b> Binding Arbitration	When arbitration is used to resolve the dispute(s), the <i>Arbitration Act</i> (Alberta), as amended, shall apply to arbitration proceedings commenced pursuant to this dispute resolution process.	▶
	<b>STEP 9:</b> Cost of Arbitration	The arbitrator shall decide the allocation of the costs of arbitration.	▶

RESOLUTION OR NEXT STEP

BINDING DECISION

## PART 4 **CORRESPONDENCE**

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1. Witten notice under this Intermunicipal Collaboration Framework shall be addressed as follows:

a. In the case of Athabasca County:

**Athabasca County**

c/o Chief Administrative Officer  
3602 – 48th Avenue | Athabasca, AB | T9S 1M8

b. In the case of the Summer Village of South Baptiste:

**Summer Village of South Baptiste**

c/o Chief Administrative Officer  
724 Baptiste Drive | West Baptiste, AB | T9S 1R8

c. In the case of the Summer Village of Sunset Beach:

**Summer Village of Sunset Beach**

c/o Chief Administrative Officer  
899 Village Mews | Sherwood Park, AB | T8A 4L9

d. In the case of the Summer Village of West Baptiste:

**Summer Village of West Baptiste**

c/o Chief Administrative Officer  
945 Baptiste Drive | West Baptiste, AB | T9S 1R8

e. In the case of the Summer Village of Whispering Hills:

**Summer Village of Whispering Hills**

c/o Chief Administrative Officer  
23 Neilson Drive | Island Lake South, AB | T9S 1S1

2. In addition to the above, notices may be sent by e-mail to the Chief Administrative Officers.

# SCHEDULE A DETAILED INVENTORY OF SERVICES

## A.1 TRANSPORTATION

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Plow/Sanding Truck Memorandum of Agreement	Intermunicipal	Athabasca County	Athabasca County Summer Village of Whispering Hills	2008 – Ongoing, can be terminated following thirty (30) days advanced written notice.	Current agreement working for all parties
Plow/Sanding Truck Memorandum of Agreement	Intermunicipal	Athabasca County	Athabasca County Summer Village of South Baptiste	2010 – Ongoing, can be terminated following thirty (30) days advanced written notice.	Current agreement working for all parties
Plow/Sanding Truck Memorandum of Agreement	Intermunicipal	Athabasca County	Athabasca County Summer Village of West Baptiste	2015 - Ongoing, can be terminated following thirty (30) days advanced written notice.	Current agreement working for all parties

## A.2 WATER AND WASTEWATER

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Sewage Lagoon Agreement	Intermunicipal	Athabasca County	Athabasca County, Town of Athabasca, Summer Village of Island Lake, Summer Village of Island Lake South, Summer Village of South Baptiste, Summer Village of Sunset Beach, Summer Village of West Baptiste, Summer Village of Whispering Hills  Note: Town of Athabasca joined in 1990	1988 - Ongoing	Current agreement working for all parties

### A.3 SOLID WASTE

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Athabasca Regional Waste Management Services Commission Agreement	Intermunicipal	Third Party: Athabasca Regional Waste Management Services Commission	Athabasca County, MD of Lesser Slave River, Town of Athabasca, Village of Boyle, Summer Village of Bondiss, Summer Village of Island Lake, Summer Village of Island Lake South, Summer Village of Mewatha Beach, Summer Village of South Baptiste, Summer Village of Sunset Beach, Summer Village of West Baptiste, Summer Village of Whispering Hills	1998 – Ongoing	Current agreement working for all parties

### A.4 EMERGENCY SERVICES

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Baptiste Volunteer Fire Club Agreement	Municipal	Third Party: Baptiste Volunteer Fire Club	Summer Village of South Baptiste	2014 – Ongoing	Current agreement working for all parties
Baptiste Volunteer Fire Club Agreement	Municipal	Third Party: Baptiste Volunteer Fire Club	Summer Village of Sunset Beach		Current agreement working for all parties
Baptiste Volunteer Fire Club Agreement	Municipal	Third Party: Baptiste Volunteer Fire Club	Summer Village of West Baptiste	2014 – Ongoing	Current agreement working for all parties
Baptiste Volunteer Fire Club Agreement	Municipal	Third Party: Baptiste Volunteer Fire Club	Summer Village of Whispering Hills		Current agreement working for all parties
Athabasca Regional Emergency Response Plan	Intermunicipal	Athabasca County, Town of Athabasca, Village of Boyle	Athabasca County, Summer Village of South Baptiste, Summer Village of Sunset Beach, Summer Village of West Baptiste, Summer Village of Whispering Hills, Town of Athabasca, Village of Boyle, and other Summer Villages.	2016 - Ongoing	
Emergency Management Agreement	Intermunicipal	Athabasca County	Athabasca County, Summer Village of South Baptiste	In process of establishing	

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
Emergency Management Agreement	Intermunicipal	Athabasca County	Athabasca County, Summer Village of Sunset Beach	In process of establishing	
Emergency Management Agreement	Intermunicipal	Athabasca County	Athabasca County, Summer Village of West Baptiste	Ongoing, can be cancelled following the submission of notice six (6) months in advance.	Current agreement working for all parties
Emergency Management Agreement	Intermunicipal	Athabasca County	Athabasca County, Summer Village of Whispering Hills		

#### A.5 RECREATION AND COMMUNITY SERVICES

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME	OPPORTUNITY
The Northern Lights Library System Master Agreement	Intermunicipal	Third Party: Northern Lights Library System	Athabasca County, Town of Athabasca, Summer Village of South Baptiste, Summer Village of Sunset Beach, Summer Village of West Baptiste, Summer Village of Whispering Hills and others (Approximately 75 municipalities identified on the agreement)	Ongoing, can be cancelled following the submission of notice twelve (12) months in advance.	Current agreement working for all parties
Family and Community Support Services	Intermunicipal	Athabasca County	Athabasca County, Summer Village of South Baptiste	N/A	Not currently an agreement in place – opportunity to explore
Family and Community Support Services	Intermunicipal	Athabasca County	Athabasca County, Summer Village of Sunset Beach	N/A	Informal agreement – opportunity to explore
Family and Community Support Services	Intermunicipal	Athabasca County	Athabasca County, Summer Village of West Baptiste	Ongoing, can cancel with notice	Current agreement working for all parties
Family and Community Support Services	Intermunicipal	Athabasca County	Athabasca County, Summer Village of Whispering Hills	N/A	Informal agreement – opportunity to explore