



County of St. Paul No. 19
&

Summer Village
of Horseshoe Bay

Intermunicipal Collaboration Framework

November 2019 Final

Table of Contents

1. Introduction	2
2. Definitions.....	2
3. Term and Review.....	2
4. Intermunicipal Cooperation	2
5. Guiding Principles for Cooperation	3
6. Service Delivery	3
7. Services Inventory	4
8. Land Use.....	10
9. Collaboration Process.....	10
10. Indemnity.....	10
11. Binding Dispute Resolution Process	10
12. General	11
13. Correspondence	11
14. Authorizations.....	12
APPENDICES	13
<i>Appendix A: Dispute Resolution Provision Schedule.....</i>	<i>14</i>
<i>Appendix B: County of St. Paul No. 19. & Summer Village of Horseshoe Bay Intermunicipal Development Plan....</i>	<i>18</i>

1. Introduction

- 1.1 It is recognized that the County of St. Paul No. 19 and Summer Village of Horseshoe Bay share a common border, share common interests and are desirous of collaborating to provide services to their residents and ratepayers.
- 1.2 Furthermore, the *Municipal Government Act* requires that municipalities that have a common boundary must create a framework with one another that identifies the services provided on an intermunicipal basis, how they will be delivered, who will lead the delivery of the service(s), how the funding arrangements for these services will occur, and identify the timeframe for implementation of those services provided on an intermunicipal basis.
- 1.3 In this respect, the Parties agree as follows.

2. Definitions

2.1 In this Agreement

- a. "Committee" – means Intermunicipal Collaboration Committee as defined in Section 4 of this Agreement.
- b. "Service Agreement" – means a legally binding agreement that is signed by both Parties. E.g. a contract, memorandum of agreement, or memorandum of understanding.
- c. "Expiry Date" – means the date that this Agreement expires which is five years from the date of passage of matching ICF Bylaws.
- d. "Intermunicipal Development Plan" – means the County of St. Paul No. 19 / Summer Village of Horseshoe Bay Intermunicipal Development Plan pursuant to Section 631(1) of the *Municipal Government Act*.
- e. "Parties" – means the County of St. Paul No. 19 and Summer Village of Horseshoe Bay.
- f. "Term of the Agreement" – means five years from passage of matching ICF Bylaws.

3. Term and Review

- 3.1 In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework (ICF) shall constitute an Agreement between the Parties and shall come into force and effect on the final passing of matching bylaws by both Parties.
- 3.2 This Framework may be amended by mutual consent of both Parties. Amendments to this Agreement shall come into force on the passing of matching resolutions by both Parties and shall be added as an Addendum to this Agreement.
- 3.3 The Committee shall meet annually to review the ICF, including Article 7 to ensure all services and intermunicipal agreements are listed and accurate, and all agreement terms are updated.
- 3.4 It is further agreed that upon request by either Party, the Committee shall also meet.

4. Intermunicipal Cooperation

- 4.1 The Parties agree to create a recommending body known as the Intermunicipal Collaboration Committee (hereinafter referred to as the Committee).
- 4.2 The Committee shall meet on an as required basis to develop recommendations to the Councils on all matters of strategic direction and cooperation affecting the residents and ratepayers of both Parties.

- 4.3 The Committee shall consist of four (4) elected members (two from each Party).
- 4.4 The Chief Administrative Officers (CAOs) will be responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective Councils.
- 4.5 Further to Article 3.4 of this Agreement, either Party by giving at least 30 days notice may trigger the requirement for the Committee to hold a meeting. Meeting requests shall be directed to the CAO for the respective municipality.
- 4.6 Terms of Reference shall be developed for the Committee. The Terms of Reference should include, at a minimum, an overview of the purpose, guiding principles, roles & responsibilities, committee composition, term of membership, chairperson duties, quorum & meetings; governance, and administrative responsibilities, in accordance with the terms of Section 4 of this ICF document.

5. Guiding Principles for Cooperation

- 5.1 The Summer Village of Horseshoe Bay and County of St. Paul subscribe to the doctrine of mutual respect, will be open to understanding different perspectives and positions, and will remain agreeable even during disagreement.
- 5.2 The Summer Village of Horseshoe Bay and County of St. Paul believe in the principles of fairness and equity and will apply those principles in the pursuit of renewed or new intermunicipal agreements.
- 5.3 Decisions by the Summer Village of Horseshoe Bay and County of St. Paul will be consensus driven following an open and honest dialogue where all Committee members are actively engaged in the process.
- 5.4 The Summer Village of Horseshoe Bay and County of St. Paul agree that all service negotiation meetings and discussions in the meetings shall remain confidential and that any external communication related to them will be prepared by the Committee and jointly released by both parties only after having notified the Councils and CAOs of both the Summer Village of Horseshoe Bay and County of St. Paul by electronic communications at least 24 hours in advance.
- 5.5 The Summer Village of Horseshoe Bay and the County of St. Paul agree to the dispute resolutions provisions outlined in Article 11 of this ICF.

6. Service Delivery

- 6.1 When both Parties agree to enter into a new joint servicing arrangement, a Service Agreement shall be required to be developed on that specific service.
- 6.2 When developing Service Agreements for each Council's consideration, the Committee shall discuss and clearly identify which municipality will lead service delivery for the service(s) and determine the appropriate funding model for the service(s) being discussed.
- 6.3 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.
- 6.4 All future Service Agreements shall set out a timeframe for the delivery of the service(s) being discussed including the start and end date for the agreement.

7. Services Inventory

7.1 Both Parties have reviewed the services offered to residents and ratepayers. Based upon the review it has been determined that each Party will continue to provide the following services to their residents and ratepayers independently unless otherwise specified:

a. **County of St. Paul**

Transportation Services

- Road Maintenance
- Road Construction

Water and Wastewater Services

- Water Distribution & Treatment
- Wastewater Collection & Treatment

Solid Waste Services

- Private Solid Waste Collection
- Landfill/Transfer Stations
- Private Garbage Bin Rentals
- Recycling Services

Emergency Services

- Fire Services

Recreation Services

- Campgrounds/Parks & Amenities

Other Services

- Administration
- Agricultural Services
- Bylaw Enforcement Services
- Legislative Services
- Planning & Development Services

b. **Summer Village of Horseshoe Bay**

Transportation Services

- n/a

Water and Wastewater Services

- n/a

Solid Waste Services

- n/a

Emergency Services

- n/a

Recreation Services

- Community Rec Centre
- Playground
- Sports Field

Other Services

- Administration
- Bylaw Enforcement Services
- Council/Legislative Services
- Planning & Development
- Website Management

7.2 The Parties also have distinct municipal services provided by a Third Party. Both Parties have reviewed the services offered to residents and ratepayers. Based upon the review it has been determined that each Party will continue to provide the following services to their residents and ratepayers independently through a Third Party unless otherwise specified:

a. County of St. Paul

Transportation Services

- Engineering Services – various engineering consultants

Water and Wastewater Services

- Water Supply – H28/63 Regional Water Commission
- Water Supply – Elk Point Regional Water Services Commission
- Engineering Services – various engineering consultants

Solid Waste Services

- Engineering Services – various engineering consultants
- Landfill Services – Evergreen Regional Waste Management Services Commission
- Recycling Services – Evergreen Regional Waste Management Services and other various private contractors

Emergency Services

- 911 Dispatch - Bonnyville Regional Fire Authority

Recreation Services

- Trail Management – North East Muni-Corr Ltd.

Other Services

- Assessment Services – Accurate Assessment
- Counselling Services – various private consultants
- Family Community Support Services (FCSS) – FCSS Board (Jointly with Elk Point)
- Geographic Information Services – Muni Sight
- Global Positioning System Tracking/Work Alone – Aware 360
- Human Resources – P Walters Consulting Ltd
- Information Technology Services – Trinus
- Legal Services – various law firms
- Library Services – Library Board
- Library Services – Northern Lights Library System
- MD Foundation & Senior's Subsidized Housing – Foundation Board
- Safety Codes – Superior Safety Codes
- Surveying Services – various private contractors
- Website Management – Octopus Creative

b. Summer Village of Horseshoe Bay

Transportation Services

- Road Construction – various private Contractors
- Road Maintenance – various private Contractors

Water and Wastewater Services

- n/a

Solid Waste Services

- n/a

Emergency Services

- 911 Dispatch - Bonnyville Regional Fire Authority

Recreation Services

- n/a

Other Services

- Subdivision Approving Authority – Municipal Planning Services (2009) Ltd.
- Assessment Services – Municipal Assessment Service Group
- Geographic Information Services – Muni Sight

7.3 The Parties have worked collaboratively in the past with the following agreements to service residents and ratepayers of both municipalities. It is further acknowledged the Parties have reviewed the existing agreements and have determined that these are the most appropriate municipal services to be delivered in a shared manner.

Transportation Services

a. General Memorandum of Understanding (MOU)

- A variety of transportation and other services are incorporated into an MOU that depending upon the specific service may be provided by one party or the other
- Funding arrangement: based upon full cost recovery and/or fair-trade valuation methodology
- Term of the Agreement: June 15, 2019 – no expiry date

Water and Wastewater Services

- n/a

Solid Waste Services

b. Waste Bin Removal and Access to Landfill Sites

- County of St. Paul provides waste management services to the Summer Village of Horseshoe Bay vis-à-vis by allowing access to County transfer stations. Additionally, the Summer Village owns 3 bins that the County picks up weekly as part of the agreement.
- Funding arrangement: The Summer Village agrees to pay the County an agreed upon amount by both parties from time to time.

- Term of the Agreement: January 2009 – no expiry date

Emergency Services

c. Fire Protection

- County of St. Paul shall provide fire protection services to the residents and ratepayers of the Summer Village of Horseshoe Bay
- Funding arrangement: The County of St. Paul shall be compensated at those agreed upon standard rates contained within the Agreement that are approved from time to time by both Parties
- Term of the Agreement: Effective January 13, 2018 – December 31, 2021

d. Emergency Management Agreement

- The Summer Village delegated their power or duties under the Emergency Management Act to the County under the Ministerial Order No. A:002/11
- Funding arrangement: The Summer Village agrees that it will be responsible to pay all unrecovered costs incurred by the County in implementing the Emergency Response within the boundaries of the Summer Village
- Term of Agreement: July 3rd, 2011 – no expiry date

e. Regional Emergency Management Joint Servicing Agreement

- The County of St. Paul, Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay have agreed to work together through a regional emergency management plan and program to carry out emergency management activities. This includes the oversight of a joint Regional Director of Emergency Management and Occupational Health and Safety. The County of St. Paul is the managing partner
- Funding arrangement: The four partnering municipalities will cost share all operating and capital expenses pertaining to emergency management on a per capita basis
- Term of Agreement: January 1, 2017 – December 31, 2021

f. Regional Occupational Health & Safety Joint Servicing Agreement

- The County of St. Paul, Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay have agreed to work together through a regional occupational health and safety plan and programs to carry out occupational health and safety activities. This includes the oversight of a joint Regional Director of Emergency Management and Occupational Health and Safety. The County of St. Paul is the managing partner
- Funding arrangement: The four partnering municipalities will cost share all operating and capital expenses pertaining to the occupational health and safety on per capita basis
- Term of the Agreement: January 1, 2017 – December 31, 2021

Recreation Services

g. Multi-Lateral Recreation Agreement

- The County of St. Paul, the Town of St. Paul, Town of Elk Point, and the Summer Village of Horseshoe Bay have identified recreational facilities that are unique within the Region, used by all four Municipalities and are municipally owned. The Town of St. Paul Parks and Recreation Department manages their facilities listed in Appendix A of the Agreement and the Town of Elk Point/County of St. Paul own the facility listed in Appendix A of the Agreement.
- Funding arrangement: The Municipalities shall cost share the net operating costs for all facilities identified in Appendix A of the Agreement based on 75% population and 25% equalized assessment.
- Term of the Agreement: January 1, 2020 – December 31, 2024

Other Services

h. Assessment Appeals – Assessment Review Board

- The County of St. Paul, Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay have partnered together to create a Regional Assessment Review Board. Whoever has the appeal is the jurisdiction who looks after the appeal
- Funding arrangement: All costs and expenses, including the costs of clerk services, holding the hearing, and any legal fees arising pursuant to an appeal, shall be paid by the municipality where the appeal is generated
- Term of the Agreement: June 1, 2019 – no expiry date

i. Global Information System (GIS) Mapping System

- The purpose of this service is to allow the County of St. Paul to host a regional GIS system on the County server to reduce the costs of operating and managing a GIS system for the County of St. Paul, the Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay
- Funding arrangement: The County acknowledges that no fees or costs are payable to or from the regional partners
- Term of the Agreement: June 2012 – no expiry date

j. Subdivision & Development Appeals – Subdivision Development Appeal Board

- The purpose of this regional agreement is to establish an inter-municipal subdivision and development appeal board for the purpose of hearing appeals in the County of St. Paul, Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay. Whoever has the appeal is the jurisdiction who looks after the appeal.

- Funding arrangement: All costs and expenses, including the costs of clerk services, holding the hearing, and any legal fees arising pursuant to an appeal, shall be paid by the municipality where the appeal is generated
- Term of the Agreement: June 1, 2019 – no expiry date

- 7.4 Both Parties acknowledge and agree that they may from time to time provide financial assistance and/or work-in-kind to not for profit organizations functioning both inside and outside their jurisdictional boundaries.
- 7.5 Both Parties acknowledge they are members of not for profit organizations delivering services for the benefit of their residents and ratepayers.

8. Land Use

- 8.1 Matters of a land use and development nature impacting both Parties shall be guided by policies set out in the County of St. Paul No. 19 / Summer Village of Horseshoe Bay Intermunicipal Development Plan (IDP). See Appendix B.
- 8.2 Where policies may not be covered by the IDP, the Parties shall refer to policies in their respective Municipal Development Plans and/or other statutory plans.

9. Collaboration Process

- 9.1 Either Party may initiate the development of a new service it deems to be critical or essential and that may be beneficial to both Parties. Prior to submitting a formal written notice for a new agreement, the initiating Party's CAO will consult and seek informal support from the other Party's CAO.
- 9.2 Once either municipality has received written notice of a new service, an Intermunicipal Collaboration Committee meeting must be held within 30 days of the date the written notice was received, unless both CAO's agree otherwise.
- 9.3 The Intermunicipal Collaboration Committee will be the forum used to address and develop future Service Agreements.
- 9.4 Both Parties recognize that the decision to participate in or not participate in a service or capital project ultimately lies with the respective municipal councils and shall not move forward unless both parties agree.

10. Indemnity

- 10.1 The County of St. Paul No. 19 shall indemnify and hold harmless Summer Village of Horseshoe Bay, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the County of St. Paul No. 19, its employees or agents in the performance of this Agreement.
- 10.2 Summer Village of Horseshoe Bay shall indemnify and hold harmless the County of St. Paul No. 19, its employees and agents from all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Summer Village of Horseshoe Bay, its employees or agents in the performance of this Agreement.

11. Binding Dispute Resolution Process

- 11.1 Both Parties agree to adopt the dispute resolution provisions as set out in the Appendix A of the ICF.

11.2 Both Parties agree to abide by the Duty to Act in Good Faith provisions contained in the ICF Regulation.

12. General

12.1 Headings in this Agreement are for reference purposes only.

12.2 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.

12.3 Words in the singular shall include the plural or vice versa whenever the context requires.

12.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

12.5 Should any provisions of this Agreement become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the agreement and the remainder shall remain in force and be binding as though such provisions had not been invalid.

13. Correspondence

13.1 Written notice under this Agreement shall be addressed as follows:

- a. In the case of County of St. Paul No. 1 to:

County of St. Paul No. 19
c/o Chief Administrative Officer
5015 – 49 Avenue
St. Paul, AB T0A 3A4

- b. In the case of Summer Village of Horseshoe Bay to:

Summer Village of Horseshoe Bay
c/o Chief Administrative Officer
PO Box 1778
St. Paul, AB T0A 3A0

14. Authorizations

Signed and dated on:

Steve Upham, Reeve
County of St. Paul No. 19

Gary Burns, Mayor
Summer Village of Horseshoe Bay

Sheila Kitz, CAO
County of St. Paul No. 19

Norman Briscoe, CAO
Summer Village of Horseshoe Bay

Date

APPENDICES

Appendix A: Dispute Resolution Provisions Schedule

Appendix B: County of St. Paul No. 19 & Summer Village of Horseshoe Bay Intermunicipal Development Plan

Appendix A: Dispute Resolution Provision Schedule

Dispute Resolution Provisions Schedule

1. Definitions

1.1 In this Schedule,

- a. “Initiating Party” means a party who gives notice under section 2 of this Schedule;
- b. “Mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- c. “Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

2. Notice of dispute

- 2.1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

3. Negotiation

- 3.1 Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 4.5 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

5. Report

- 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if
 - a. the parties agree, or
 - b. the parties are not able to appoint a mediator under section 4 of this Schedule.

6. Appointment of arbitrator

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration process

- 7.1 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Municipal Government Act and Part 1 of the Intermunicipal Collaboration Framework Regulation (AR 191/2017).
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
 - a. require an amendment to a framework;
 - b. require a party to cease any activity that is inconsistent with the framework;
 - c. provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. Arbitrator's order

- 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9.2 The arbitrator's order must
 - a. be in writing,
 - b. be signed and dated,
 - c. state the reasons on which it is based,
 - d. include the timelines for the implementation of the order, and
 - e. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 9.3 The arbitrator must provide a copy of the order to each party.
- 9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting cost.

10. Costs of arbitrator

10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection 10.2.

10.2 Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 98.88% and the Summer Village of Horseshoe Bay 1.12% (based on 2018 census data). These percentage amounts shall remain for the Term of the Agreement.

Appendix B: County of St. Paul No. 19. & Summer Village of Horseshoe
Bay Intermunicipal Development Plan



INTERMUNICIPAL DEVELOPMENT PLAN

County of St. Paul No. 19 - BYLAW 2019-17
Summer Village of Horseshoe Bay - BYLAW 121/2019



ISL Engineering and Land Services Ltd. is an award-winning full-service consulting firm dedicated to working with all levels of government and the private sector to deliver planning and design solutions for transportation, water, and land projects.

ACKNOWLEDGEMENTS

The Summer Village of Horseshoe Bay / County of St. Paul No. 19 Intermunicipal Development Plan (IDP) would not have been accomplished without the support of residents, Council and administration of both municipalities who have provided their perspectives, passion and commitment to creating a vision and direction for the Summer Village and County.

The project team would like to acknowledge the following individuals who shared their time, expertise, knowledge and support to discuss strategies and aspirations in the Summer Village and County.



Summer Village of Horseshoe Bay

Gary Burns - Mayor
Eli Gushaty - Deputy Mayor
Dave Amyotte - Councillor
Norman Briscoe - Chief Administrative Officer

County of St. Paul No. 19

Steve Upham - Reeve
Sheila Kitz - Chief Administrative Officer
Krystle Fedoretz - Director of Planning and Development

In Partnership with:

ISL Engineering and Land Services Ltd.
7909 - 51 Avenue NW
Edmonton, AB T6E 5L9

This page is intentionally left blank

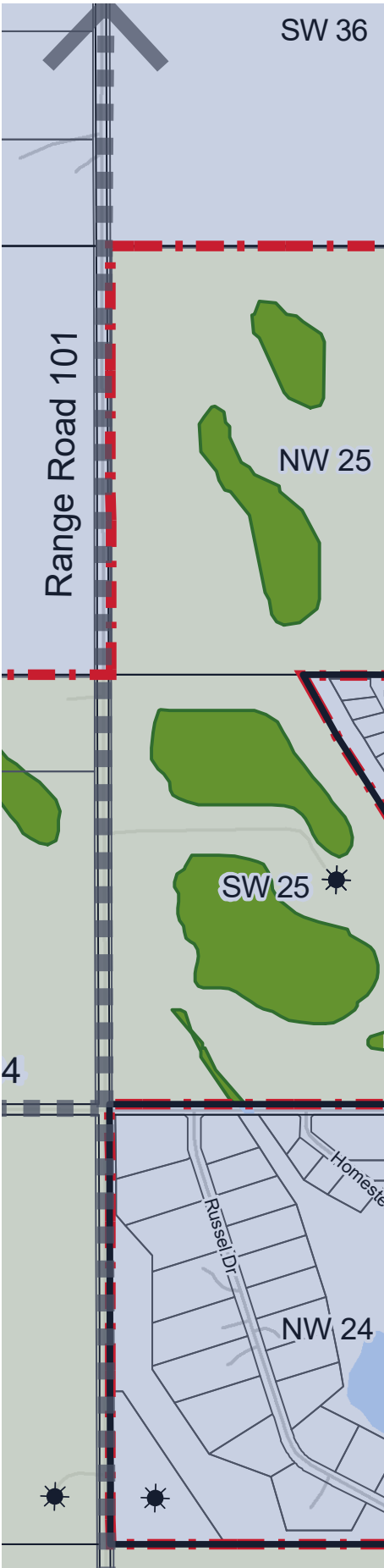


TABLE OF CONTENTS

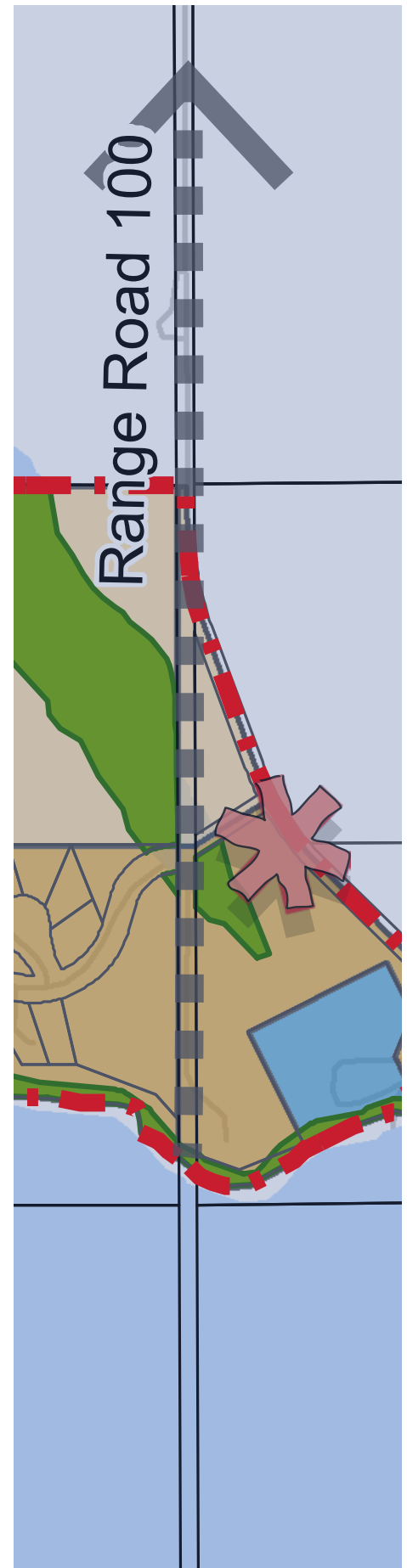
1 INTRODUCTION	01
2 CONSIDERATIONS	05
3 GUIDANCE	13
4 POLICY FRAMEWORK	17
5 ENVIRONMENTALLY SENSITIVE AREAS	21
6 AGRICULTURE	23
7 COUNTRY RESIDENTIAL	25
8 COMMERCIAL, INDUSTRIAL AND CROWN LAND	27
9 TRANSPORTATION	29
10 UTILITIES	31
11 INTERMUNICIPAL COLLABORATION FRAMEWORK	33
12 ANNEXATION	35
13 PLAN ADMINISTRATION	37
14 PLAN IMPLEMENTATION	39
15 DISPUTE RESOLUTION	41

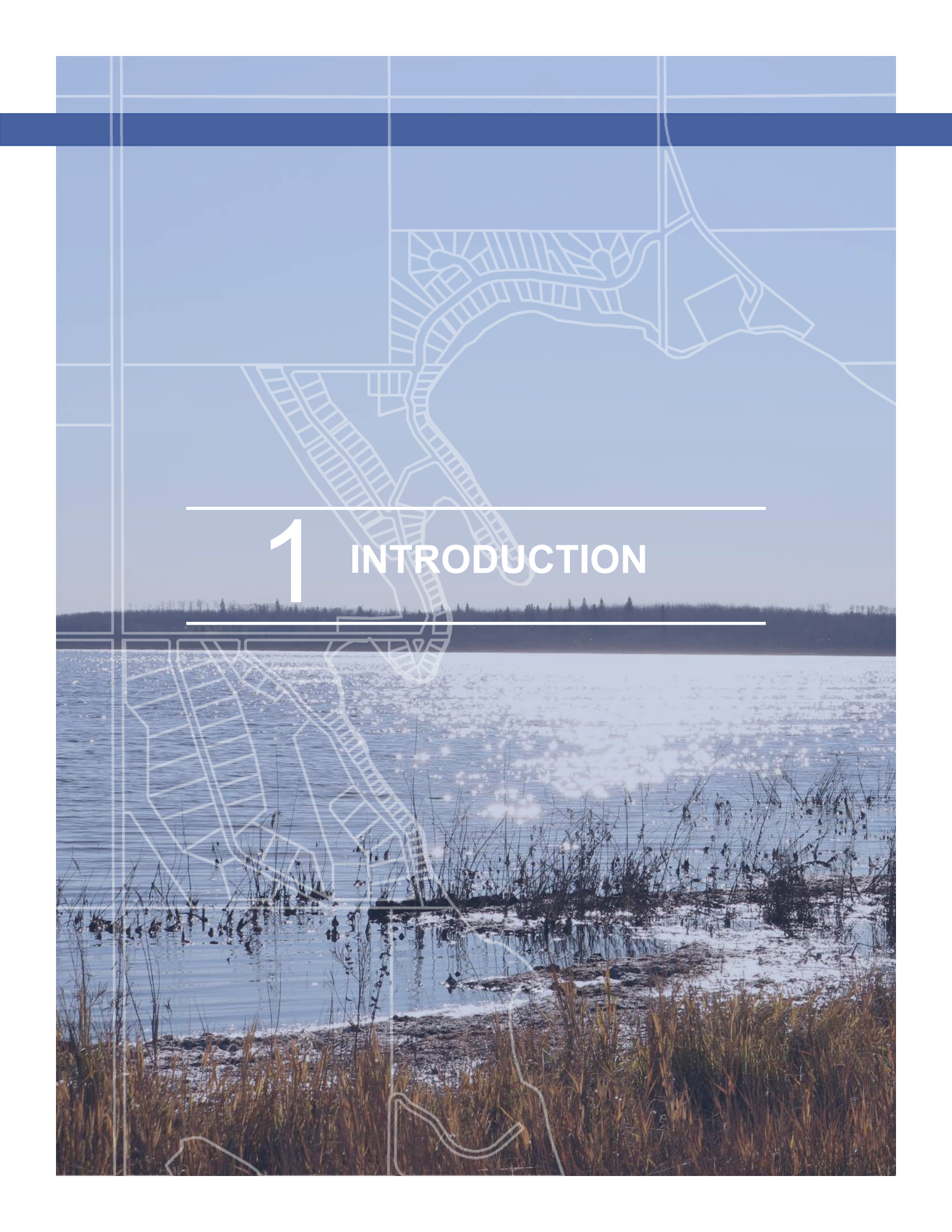
LIST OF FIGURES

Figure 1: Agricultural lands within the County of St. Paul	05
Figure 2: Residential dwellings in the Summer Village of Horseshoe Bay	06
Figure 3: Open House 1, April 18, 2018	07
Figure 4: Wetlands and Natural Areas	08
Figure 5: Agricultural Soil Capability within the IDP	09
Figure 6: Development around Vincent Lake	10
Figure 7: Parcel boundaries with the County and Summer Village	11
Figure 8: Vincent Lake, County of St. Paul No. 19 and Summer Village of Horseshoe Bay	13

LIST OF MAPS

Map 1: Location	02
Map 2: Land Use Concept	18





1 INTRODUCTION

1 INTRODUCTION

1.0 Introduction

1.1 Purpose of Plan

The Municipal Government Act (MGA) requires all municipalities to adopt an Intermunicipal Development Plan (IDP) and an Intermunicipal Collaboration Framework (ICF) with each of its municipal neighbors. The IDP and ICF reflect mutual agreements on growth and shared services between two or more municipalities. The IDP will be appended to the ICF, and may be created by a separate or matching bylaw, in accordance with Section 708.33(1) of the MGA.

This IDP identifies a 50 year development strategy within the County of St. Paul No. 19 and the Summer Village of Horseshoe Bay intermunicipal area. It also provides a set of policies for those lands that each Council and Administration will use as a basis for decision-making on land use, transportation and servicing matters within the IDP area. The IDP also informs citizens and businesses on intermunicipal priorities.

1.2 Enabling Legislation

The IDP has been prepared in accordance Section 631(2) of the MGA, which requires Plan's to address:

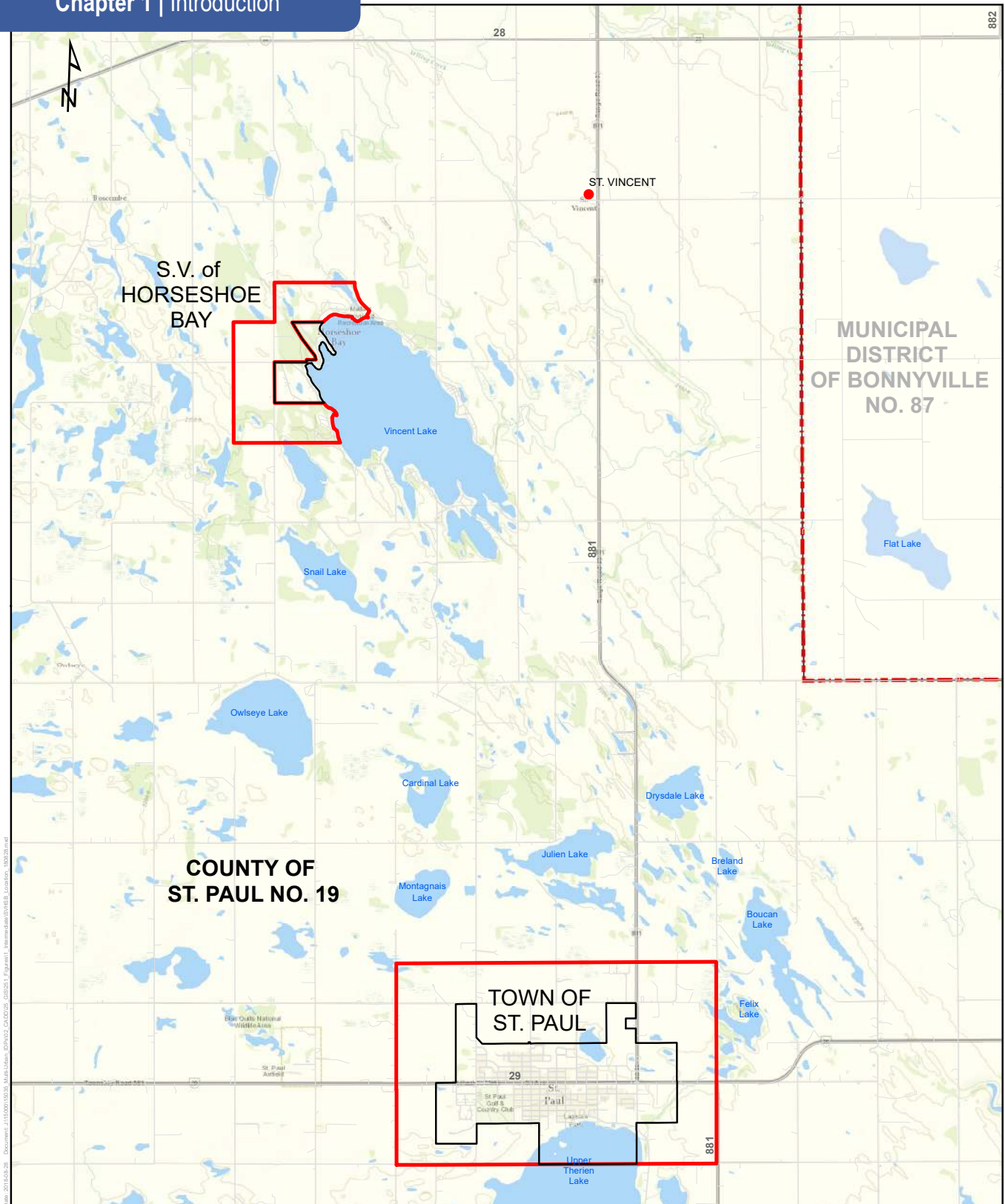
- a. the future land use within the area
- b. the manner of and the proposals for future development in the area
- c. the provision of transportation systems for the area
- d. the co-ordination of intermunicipal physical, social and economic programs
- e. environmental matters within the area
- f. matters related to the physical, social or economic development of the area
- g. procedures to resolve conflict between the municipalities
- h. procedures to amend or repeal the plan, and
- i. the administration of the plan.

1.3 Plan Consistency

In accordance with Section 638 of the MGA, the IDP is consistent with the County's Municipal Development Plan (MDP) and the Summer Village's MDP.

1.4 Plan Boundary

The IDP boundary incorporates a portion of County lands located adjacent to the Summer Village of Horseshoe Bay. The Summer Village is located within the County's municipal boundaries. The plan area consists of 462.2 hectares (ha) and is shown on [Map 1 – Location](#).



Hamlet



Major Highways



Intermunicipal Boundary



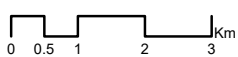
Municipal Boundary



County of St. Paul



Hydrology

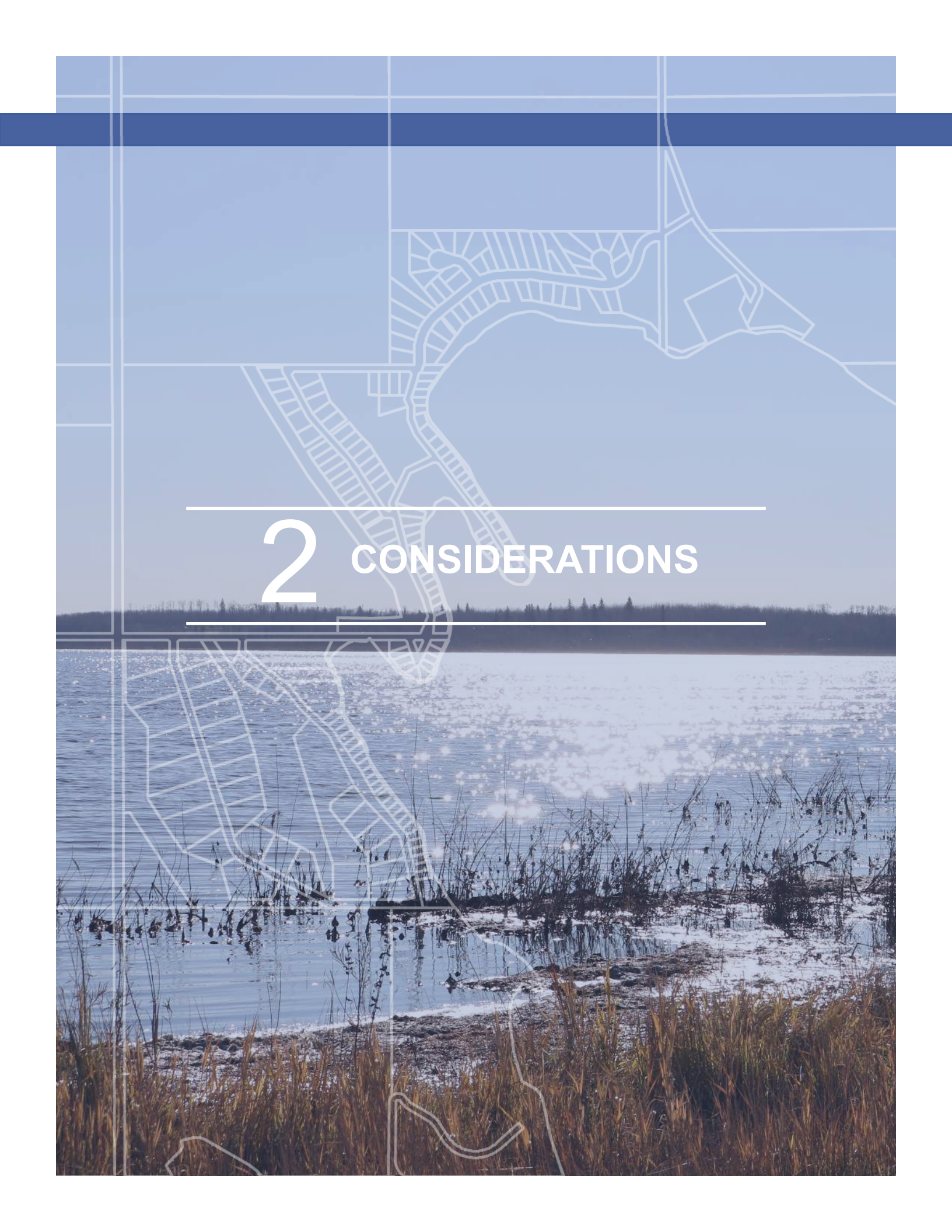


CANA83-3TM114 1:105,000

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**COUNTY OF ST. PAUL
NO.19 / SUMMER
VILLAGE OF
HORSESHOE BAY**

**MAP 1:
LOCATION**



2 CONSIDERATIONS

2 CONSIDERATIONS

2.0 Considerations

2.1 Plan Context

The County, valuing the preservation of agricultural soils, agricultural production, and a sustainable food source, anticipates that the IDP lands will be cultivated for agricultural purposes for the foreseeable future. Limited subdivision and development is anticipated within the intermunicipal area within the short term.



Figure 1: Agricultural lands within the County of St. Paul

Over the next 50 years, the Summer Village does not anticipate growth beyond its municipal boundaries. It also anticipates that there will be no commercial or industrial development within the Village. Any residential development will be limited to infill, intensification, redevelopment, or changes in the permanency status of dwellings.



Figure 2: Residential dwellings in the Summer Village of Horseshoe Bay

Accordingly, these limited growth expectations directly influence future land use, transportation and servicing requirements within the IDP boundary. As a result, future annexation of County land for the Summer Village will not be required unless growth expectations change.

2.2 Plan Process

The IDP preparation process included 4 phases, as shown below. Each phase included engagement with each municipal Council and administration, and in phase 1, 3, and 4 engagement with plan area landowners and the public.



This process featured the following key events:

- A meeting with council and administration on January 23, 2018 to start the project and discuss issues
- Project kick-off on social media on February 22, 2018
- Community Open House 1 on April 18, 2018 to collect information
- Meeting with administration on May 30, 2018 to discuss the Background Report, which includes a technical review and summary of engagement responses
- A draft land use concept was sent to landowners and posted online for feedback in September 2018
- Council meeting on April 8, 2019 to discuss the draft IDP
- Community Open House 2 on June 10, 2019 to present the draft IDP
- Public hearing at the Summer Village on August 17, 2019 and at the County of St. Paul on August 13, 2019 to approve the IDP

A Background Report and Community Open House Summary, located on each municipality's website, summarizes the information received during these events. The Background Report also includes a technical review describing existing and future demographic, land use, servicing, and environmental conditions.



Figure 3: Open House 1, April 18, 2018

The input provided from all participants in the plan preparation process, in addition to the technical review contained in the Background Report, was considered in the development of the IDP.

During Community Open Houses 1 and 2, the following comments were provided, and having considered the input the following corresponding responses were generated:

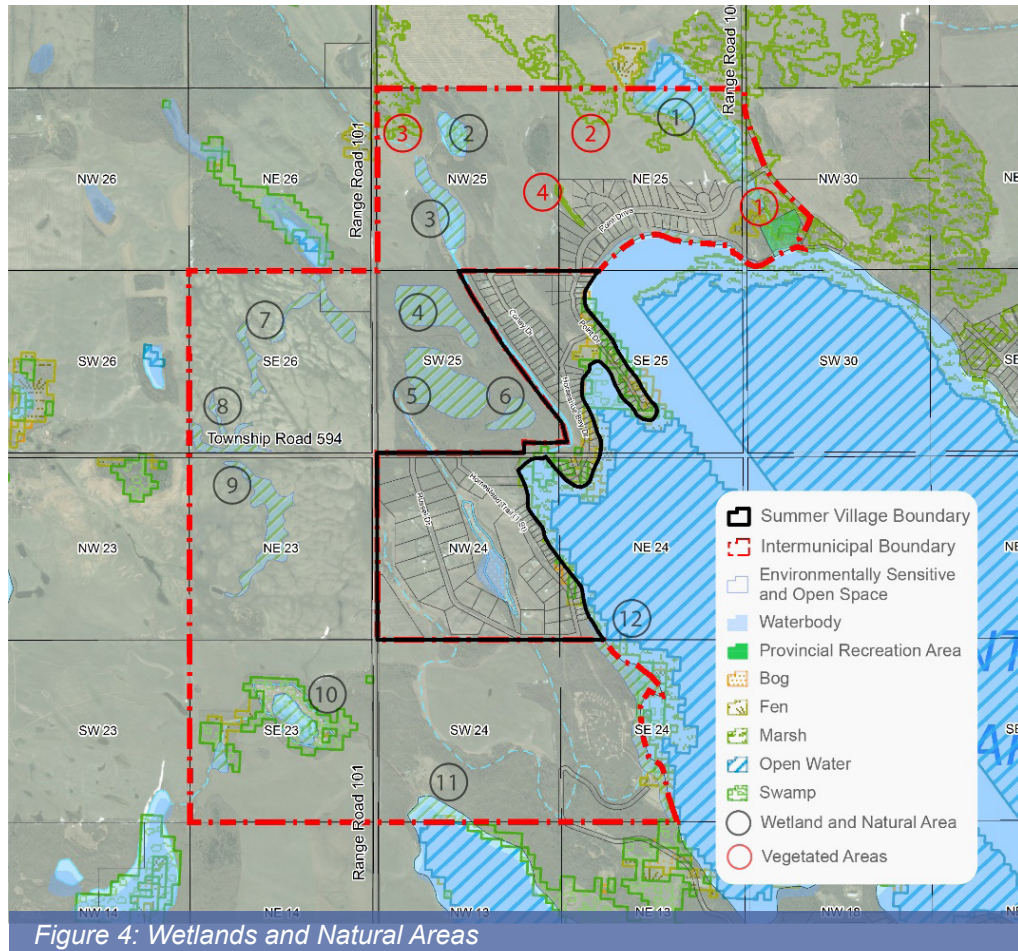
Comments	Responses
<ul style="list-style-type: none"> Implement Fire Smart Policies 	<ul style="list-style-type: none"> This will be included as a policy within the IDP
<ul style="list-style-type: none"> Develop a scenic trail around Vincent Lake 	<ul style="list-style-type: none"> This will be included as a policy within the IDP, and a trail will eventually be constructed where possible
<ul style="list-style-type: none"> Develop a soccer field within the Summer Village 	<ul style="list-style-type: none"> This will be considered as a policy within the Summer Village's MDP
<ul style="list-style-type: none"> Do not accommodate wind turbines or a cannabis production facility within the Summer Village 	<ul style="list-style-type: none"> This will be considered as a policy within the IDP and Summer Village's MDP

2.3 Planning Issues

The following issues were identified during the preparation of the Background Report. The balance of the Plan aims to address these issues through a number of land use designations, policies and implementation strategies.

2.3.1 The Natural Environment

Many potentially crown claimable wetlands, and numerous other wetlands exist within the IDP area. A map showing coarse outlines of twelve wetlands based on satellite imagery is provided below. The combined area of these wetlands totals 55.9 ha. Consultation with the Water Boundaries Group at Alberta Environment and Parks (AEP), assessments of permanence is required to confirm their status at the time of development.



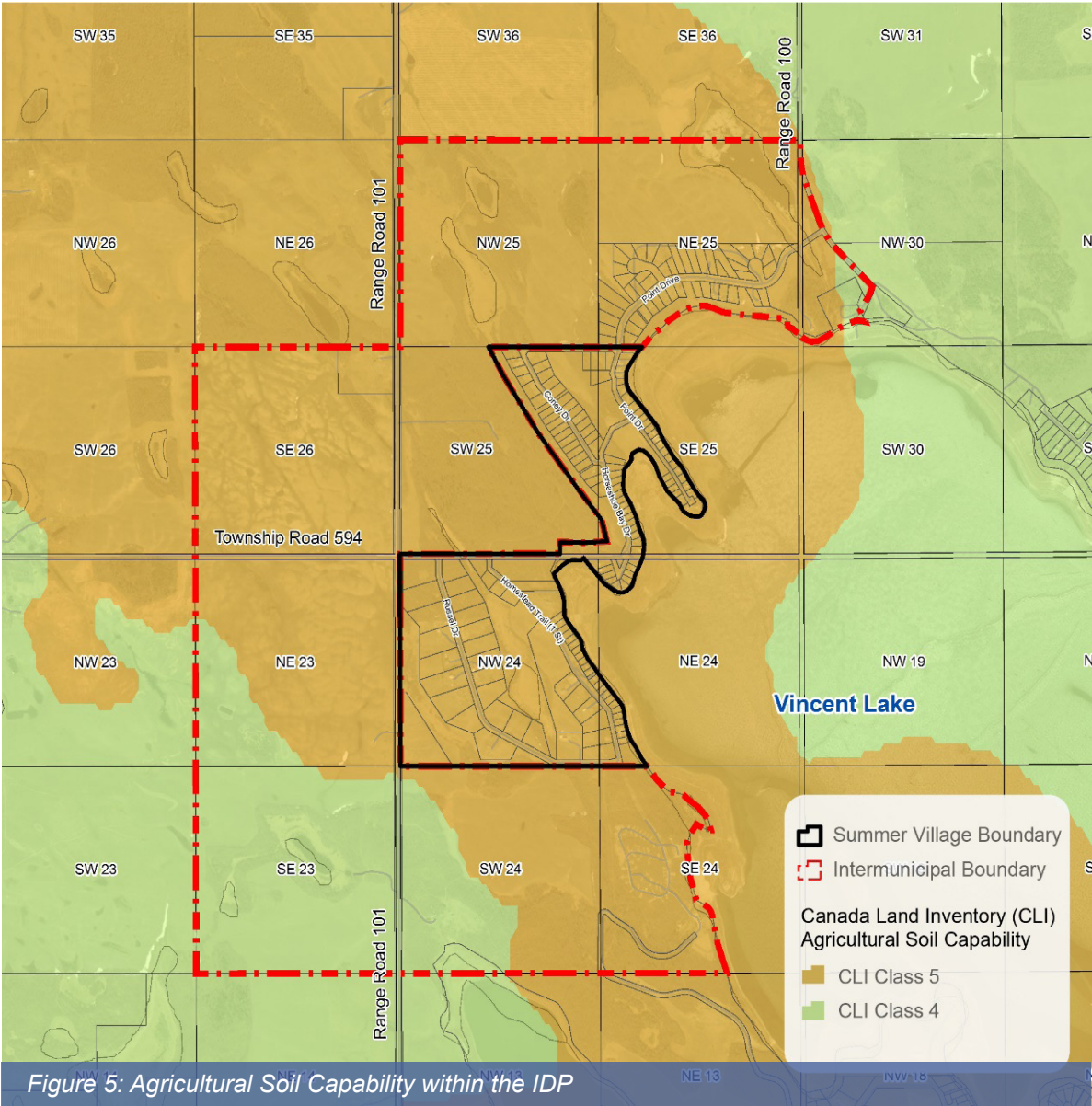
In addition, the map also identifies four remnant inland forests/vegetation areas, as well as vegetated and contiguous native area around Vincent Lake. Both areas have high potential to be good wildlife corridors. This area totals 13.9 ha.

The wetlands and forest areas are part of a larger natural complex that serves Vincent Lake, and have a total area of 69.2 ha.

Chapter 5 provides policies describing how these upland areas should be more specifically delineated and protected through the dedication of environmental reserve and municipal reserve at the time of subdivision.

2.3.2 Agricultural Lands

400.5 ha or 86.5% of the lands within the IDP area are currently under agricultural production. These lands have CLI ratings of Class 4 and Class 5, and a majority of this area will be preserved for agricultural purposes.



Chapter 6 provides policies describing appropriate setbacks or natural buffers between land uses to minimize or mitigate land use conflicts.

2.3.3 Residential Lands

There are currently 11 country residential dwellings on 51 lots occupying 21.2 ha of residential lands within the IDP area. The remaining lots in the IDP area are undeveloped. Within the Summer Village there is a total of approximately 48 ha of residential land. The current inventory consists of 110 residences on 144 lots. The remaining lots within the Summer Village are undeveloped or contain seasonally parked recreational vehicles. Given the desire to protect agricultural lands in the IDP area, and that all lands within the Summer Village have been subdivided there are currently no areas remaining for new residential subdivision.

The only opportunity for additional residential development in the IDP area should occur within areas adjacent to existing residential development. Lots within the Summer Village may be resubdivided, existing lots may be intensified with additional dwellings, or vacant lots may be developed with permanent dwellings.

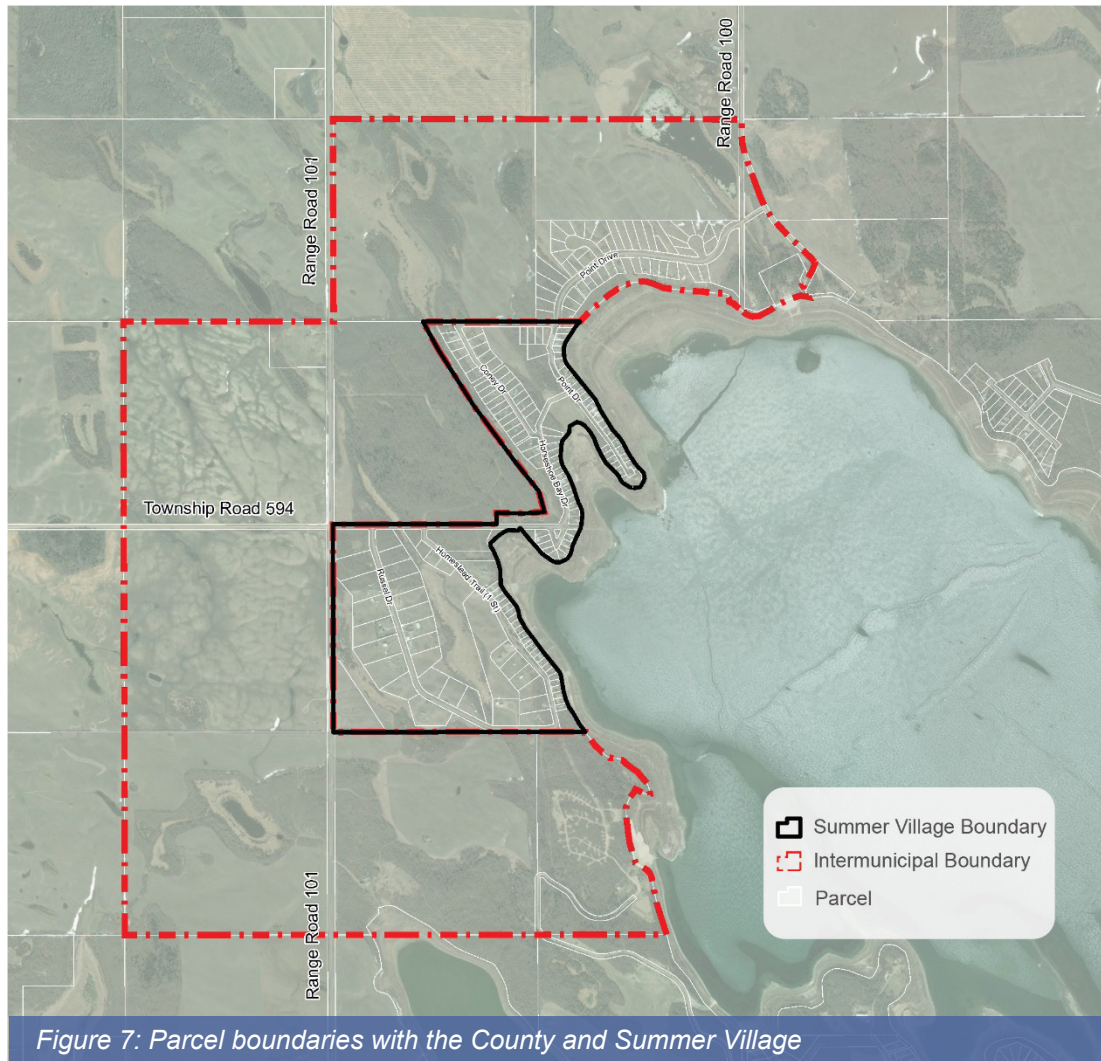


Figure 6: Development around Vincent Lake

Chapter 7 provides policies accommodating long range country residential and commercial development within strategic locations of the IDP area.

2.3.4 Long Range Planning

The County intends to preserve agricultural lands adjacent to the Summer Village; meanwhile the Summer Village does not intend to grow beyond its municipal borders. This means agricultural land uses will continue in the County, and residential land uses will continue in the Summer Village for the long term. Underlying this land use direction means that there will be limited subdivision and development in the IDP area.



Notwithstanding the above assumptions, however, if an intensification of subdivision and development activity in either the IDP area or Summer Village emerge, this could trigger the need for an IDP amendment or annexation. Therefore, monitoring and forecasting population, land absorption, and subdivision and development activity will be an essential part of the long range planning process for the County and Summer Village.

Chapter 13 provides policies describing how each municipality will monitor growth and development within their borders.



3 GUIDANCE

3.0 Guidance

3.1 Plan Principles

The following principles guided the County and the Summer Village in the preparation of the IDP, and will guide the implementation of the IDP:

- Trust;
- Communication; and
- Collaboration.

Both municipalities require a level of trust in each other. That trust is built through communication and keeping the other informed about developments or projects that arise. There may be differences of opinion; however, the municipalities shall be open to make adjustments in order to come to an agreement that satisfies both parties' interests, and ensures complementary success and growth.

3.2 Vision

The 50 year vision for this IDP imagines that the County and the Summer Village have:

1. protected natural areas to ensure their sustainability,
2. provided active and passive open spaces for recreation and socializing,
3. protected agricultural lands to ensure a local food source and employment,
4. accommodated limited country residential and commercial development in strategic locations to provide new growth and local services,
5. collaborated to monitor future growth, implement the IDP, and
6. developed strategic agreements or programs that provide mutually beneficial social, economic and physical development.

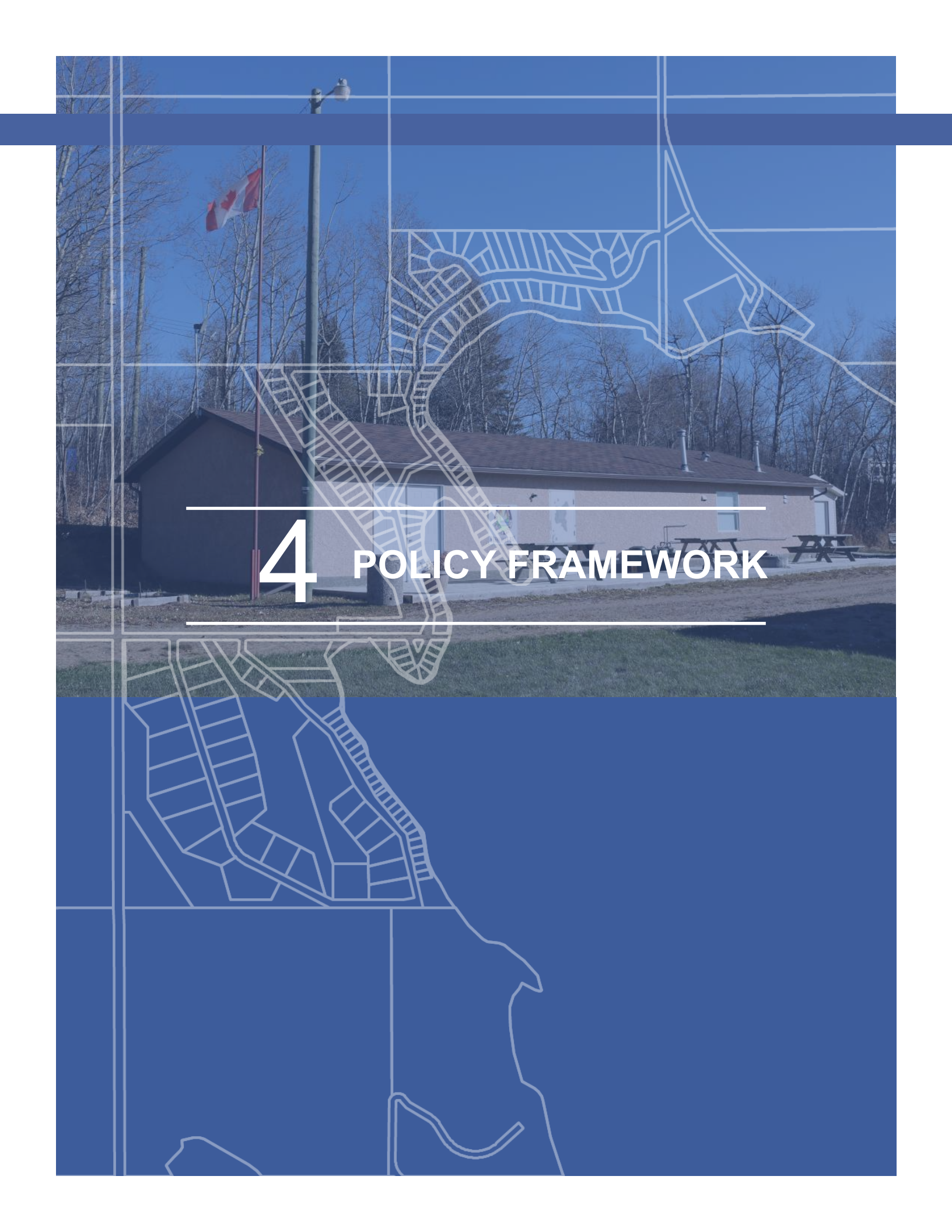


Figure 8: Vincent Lake, County of St. Paul No. 19 and Summer Village of Horseshoe Bay

3.3 Plan Goals and Objectives

The goals and objectives of the IDP are to:

Goals	Objectives
<ul style="list-style-type: none"> Identify and protect environmentally sensitive areas¹ and open space 	<ul style="list-style-type: none"> Totalling 69.2 ha, 12 wetlands and 4 upland forests that will be delineated and where possible protected.
<ul style="list-style-type: none"> Preserve the County's agricultural lands adjacent to the Summer Village 	<ul style="list-style-type: none"> Of the 444.7 ha of the lands under agricultural production, portions of these lands will be preserved for agricultural purposes, while the balance of these agricultural lands may be developed for country residential and/or commercial development.
<ul style="list-style-type: none"> Accommodate limited residential and commercial use in strategic locations 	<ul style="list-style-type: none"> A maximum of 31.6 ha new country residential development may occur in locations adjacent to existing country residential development, and one site may be developed for commercial development where any nuisance may be minimized or mitigated.
<ul style="list-style-type: none"> Monitor future growth and development, and collaborate to implement the policies of the plan and develop strategic agreements. 	<ul style="list-style-type: none"> Refer development proposals between the municipalities. On an annual basis monitor, subdivision and development permit activity, permanency status, lands protected through environmental and municipal reserve dedication, the preservation of agricultural lands, and the amount of country residential and commercial development. Review population growth to identify future land use needs. Create an intermunicipal committee to discuss areas of mutual interest or concern.

The background of the page features a photograph of a long, single-story building with a brown roof and several windows. A Canadian flag is flying on a tall pole to the left of the building. In the foreground, there is a grassy area with some picnic tables. Overlaid on this image is a white line-art map of a region, showing various land parcels and a network of roads or trails. The map is semi-transparent and covers a significant portion of the page.

4 POLICY FRAMEWORK

4 POLICY FRAMEWORK

4.0 Policy Framework

The following policy framework directs the strategic coordination of land use, transportation, and services over the short (1-10 years), medium (11-35 years) and long (36-50 years) term to meet the guiding principles, vision, and goals and objectives of this IDP.

[Map 2 – Land Use Concept](#) identifies the IDP area boundaries, indicates the land use designations, and defines the referral area within which the policies of this IDP will apply. The land use boundaries identified in [Map 2](#) are approximate and not absolute. Any minor adjustments or variances that may be necessary to land use policy areas shall not require an amendment to this IDP.

General policies applying across the IDP area are outlined below. Subsequent chapters of this IDP provide detailed policies related to each land use designation, and the transportation and servicing network.

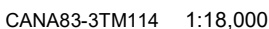
Policy 4.1 All future land use, subdivision and development in the IDP area shall comply with [Map 2](#) and the policies of this IDP.

Policy 4.2 Subdivision design and developments shall incorporate FireSmart: Protecting Your Community from Wildfire design principles, and minimize the potential for wildfire damage through:

- a. the provision of recreational facilities along the outer perimeter of the development so that the developed portions may be separated from Environmentally Sensitive Areas (ESAs)
- b. the provision of a fire guard which will serve as a buffer between development and the surrounding ESA, and
- c. the development of trails between developments and surrounding forested lands which may be used in an emergency for fire prevention purposes.



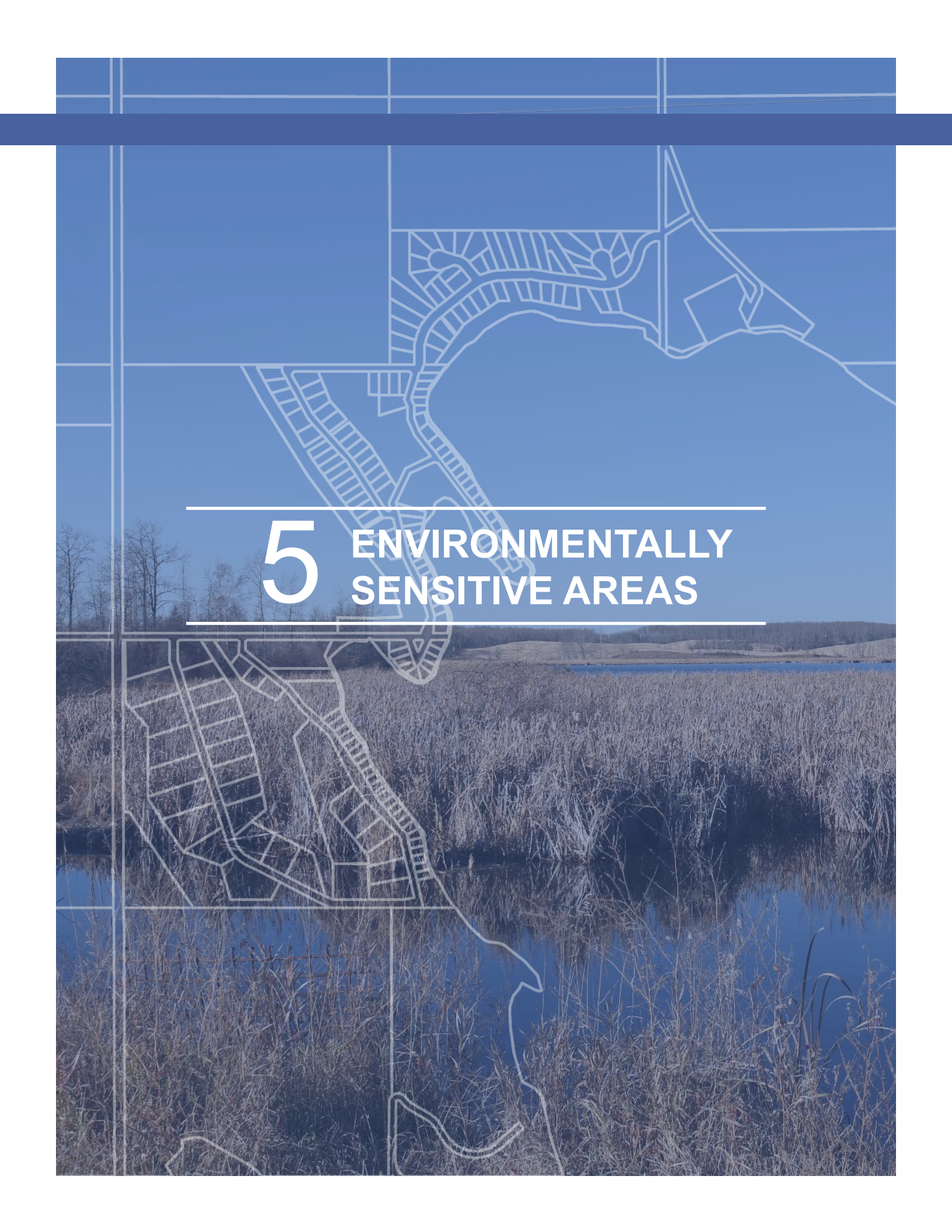
-



**COUNTY OF ST. PAUL
NO.19 / SUMMER
VILLAGE OF
HORSESHOE BAY**

**MAP 2:
LAND USE CONCEPT**

MAP 2: LAND USE CONCEPT



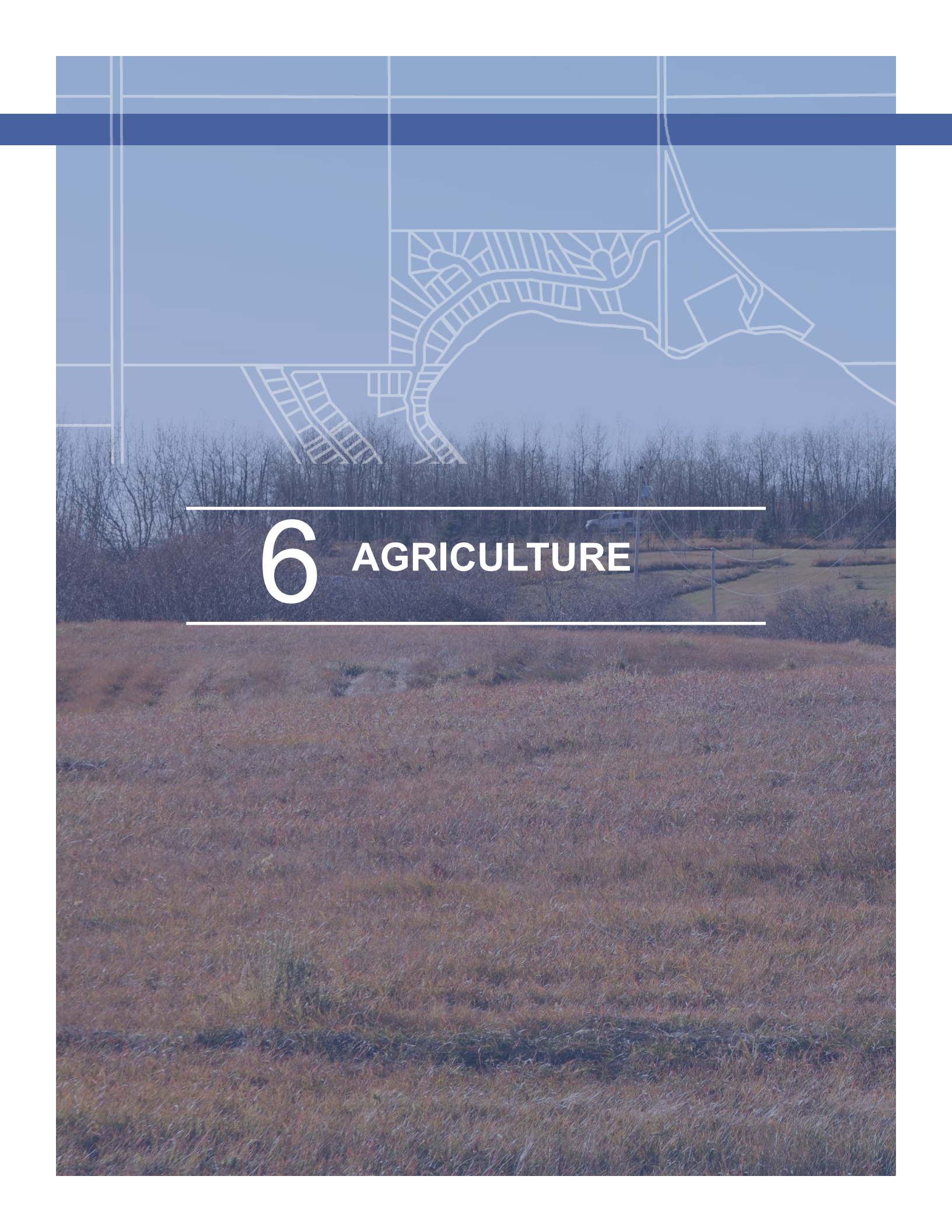
5 ENVIRONMENTALLY SENSITIVE AREAS

5 ENVIRONMENTALLY SENSITIVE AREAS

5.0 Environmentally Sensitive Areas Policies

The IDP area contains the beauty of Vincent Lake, numerous wetlands and forested areas, and may contain future parks. These areas are not only visually appealing, but are also wildlife movement corridors, home to a diversity of plants and animals, serve a storm water management function and are convenient destinations for passive recreation.

Policy 5.1	Subdivision and development proposals located in or adjacent to environmentally sensitive areas shall be submitted to Alberta Environment and Parks for comment to ensure that Crown interests in are addressed as early as possible.	Policy 5.8	The County and Summer Village shall identify opportunities for shared recreation facilities and amenities, such as a soccer field and trail around Vincent Lake. a. The County and Summer Village, in an effort to create an extensive trail system for the region, may identify the need and cost to protect an alignment and connect the Iron Horse Trail to the Summer Village.
Policy 5.2	Subdivision and development applications in or near areas that are environmentally sensitive, and which may affect the environmental integrity of the landscape, will provide a Biophysical Assessment and/ or an Environmental Impact Assessment.	Policy 5.9	No permanent development shall be permitted on lands that are contained within a 1:100 year flood plain or otherwise known to be flood-prone.
Policy 5.3	The County and Summer Village, through the subdivision process, may acquire environmentally sensitive areas, critical natural linkages, wildlife corridors and buffer zones in the IDP area through the application of Environmental Reserve or Conservation Reserve to conserve and restore the function, integrity and connectivity of natural areas.	Policy 5.10	Through their respective Land Use Bylaws, the County and the Summer Village shall apply and enforce development setbacks from environmentally sensitive areas.
Policy 5.4	Where lands meet the definition of Environmental Reserve, but are not claimed by the Province, the County shall require dedication of these lands and natural features as Environmental Reserve.	Policy 5.11	The County and Summer Village may: a. Develop and implement a stewardship program, management and enhancement guidelines for natural areas and open space areas, and b. Support water quality monitoring of Lake Vincent and reporting programs.
Policy 5.5	During the subdivision approval process a strip of land dedicated as Environmental Reserve not less than 6.0 metres (m) in width shall be provided adjacent to the bed and shore of any body of water.	Policy 5.12	Collaborate and coordinate with partners including landowners and stakeholders such as developers, provincial government departments, and non-profit organizations to encourage the restoration or enhancement of natural areas.
Policy 5.6	During the subdivision approval process Municipal Reserve shall be provided in accordance with the MGA.		
Policy 5.7	A minimum 3.0 m wide trail, dedicated as Municipal Reserve, may be constructed adjacent to the 6.0 m Environmental Reserve area identified in Policy 5.5.		



6 AGRICULTURE

6 AGRICULTURE

6.0 Agriculture Policies

Protection of agricultural lands, encouragement of a diversity of agricultural activities and having a local food source is important for the County and Summer Village.

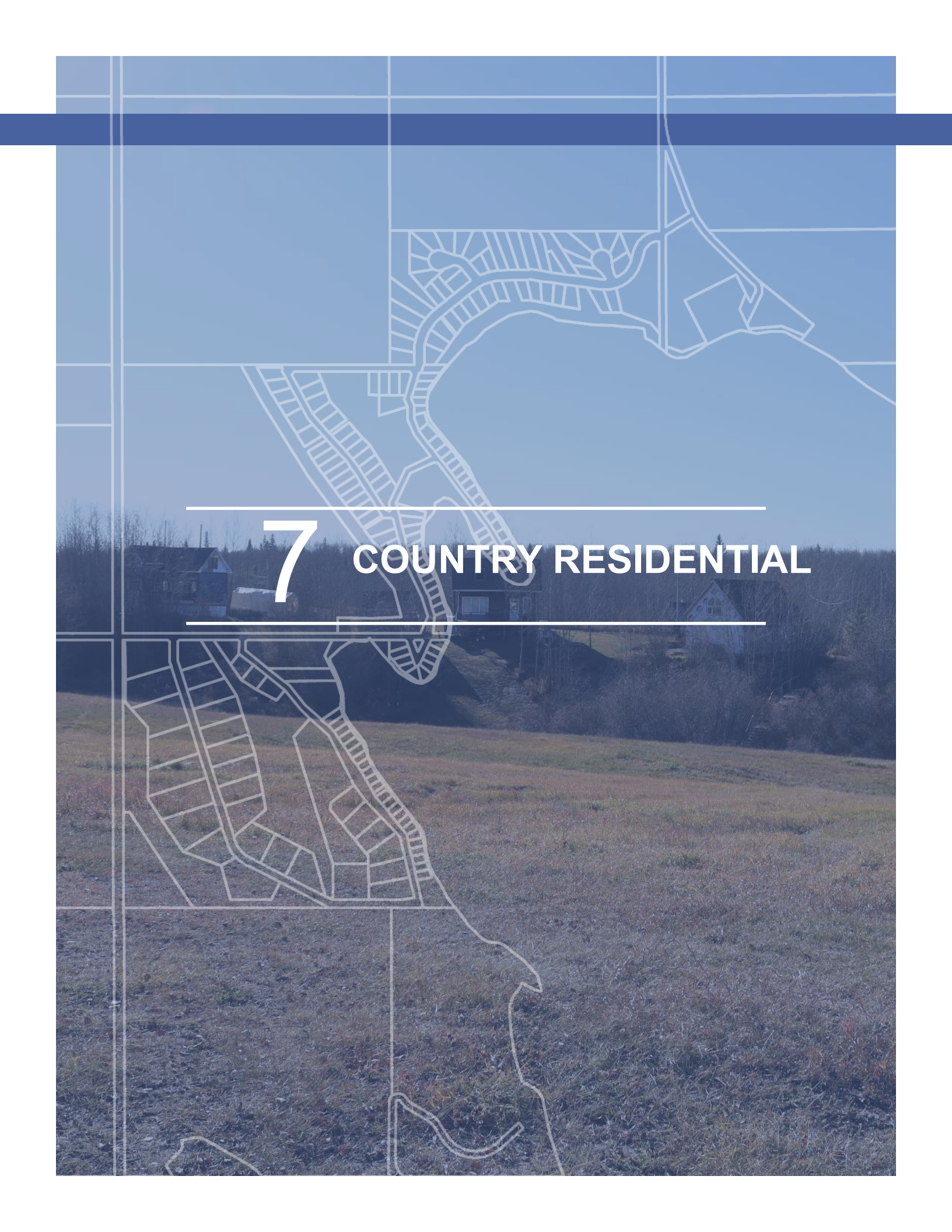
In terms of agricultural production, the existing agricultural use in the IDP area is largely cropland. Nuisance factors traditionally associated with farming operations can result in conflicts between agricultural uses and residential areas, namely noise from farm equipment, odour from the spreading of manure, potential environmental problems from agricultural runoff, and dust from hauling or harvesting activities.

Both municipalities understand the positive impact of agriculture on their economies and quality of life, and intend to support the farm community. Policies in this IDP affect only those uses that have a negative impact on lifestyles and property values while allowing most agricultural practices to continue unaffected.

Policy 6.1 Farming, including both large-scale and small-scale intensive horticulture activities, are expected to remain in agricultural production into the long term and shall be the predominant use in the areas designated Agriculture on [Map 2](#).

Policy 6.2 Applications for intensive livestock farming activities, the establishment of Confined Feeding Operations, or manure storage facilities in the IDP area shall not be supported.

Policy 6.3 Subdivision within the IDP lands shall conform with the policies of the County of St. Paul No. 19 Municipal Development Plan, and the regulations of the Land Use Bylaw.



7 COUNTRY RESIDENTIAL

7 COUNTRY RESIDENTIAL

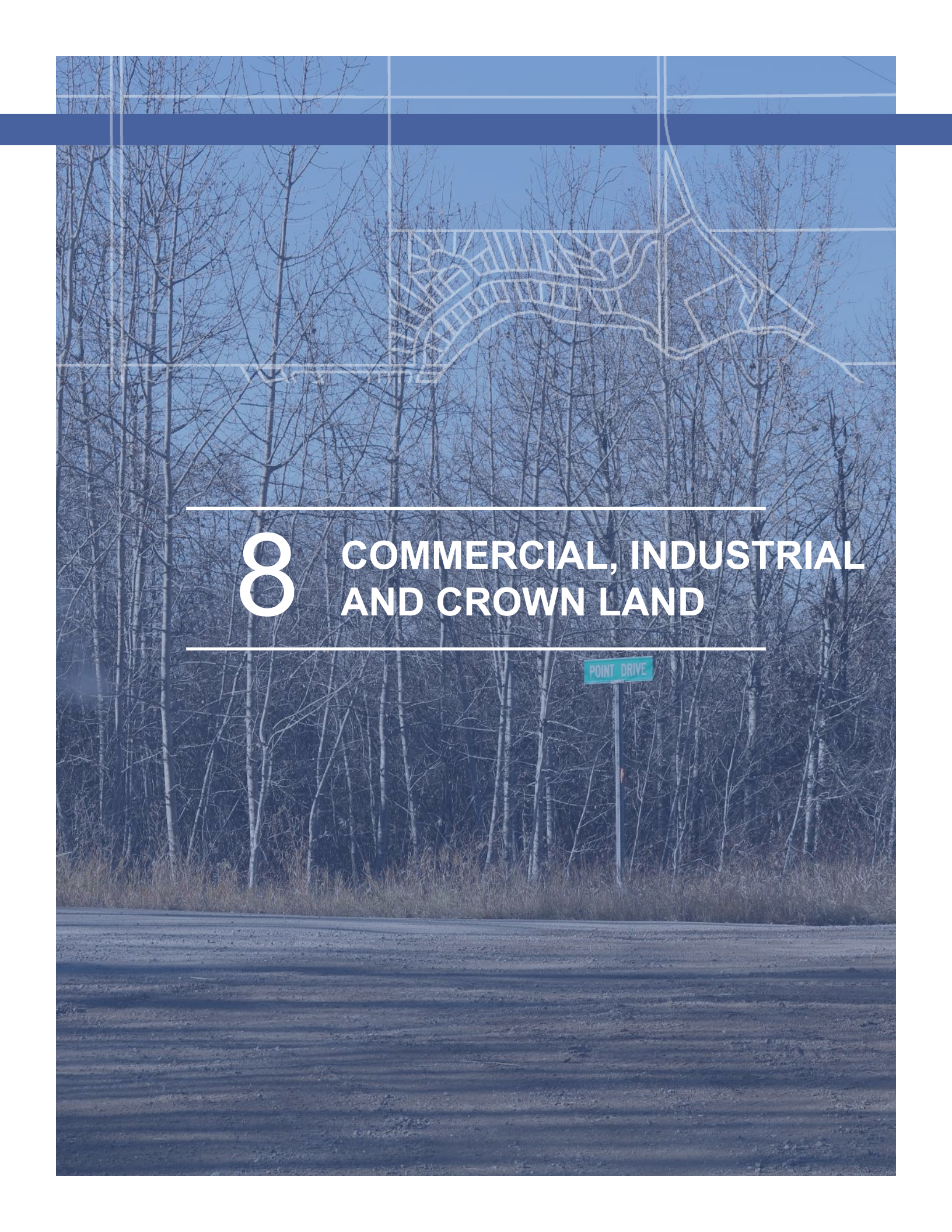
7.0 Country Residential Policies

The northeast portion of the IDP area consists of an existing country residential development, named Michaud Estates, as shown on [Map 2](#). These lands will remain as country residential into the long term.

Policy 7.1 The Country Residential designation shown on [Map 2](#) refers to those lands within the Michaud Estates residential development, and may develop as country residential development in the medium or long term.

Policy 7.2 All country residential subdivision applications shall meet the intent of the County's MDP and LUB, and provide assessments, such as groundwater supply, a geotechnical assessment indicating the suitability of the subject lands to accommodate sanitary systems, and a storm water management plan, if necessary.

Policy 7.3 A landscaped or treed buffer and/or fencing shall be provided along the boundaries of country residential lots that are located adjacent to an agricultural use.



8

COMMERCIAL, INDUSTRIAL AND CROWN LAND

POINT DRIVE

8 COMMERCIAL, INDUSTRIAL AND CROWN LAND

8.0 Future Commercial, Industrial and Crown Land Policies

As populations increase in the IDP area, the Summer Village, and the residential area adjacent to Vincent Lake, the demand for commercial services may also increase. Commercial development is not considered desirable in the short term, however to meet a long term future demand a small neighbourhood commercial area providing convenience for local residents may be located within a short walk of residential areas and at the intersection of major roadways. These locational characteristics are met at the intersection of Range Road 100 and Point Drive, which also serves as an entrance to Michaud Estates and the Summer Village. This makes the site a gateway to the area and site design and aesthetics a priority.

Policy 8.1	The Future Commercial designation shown on Map 2 refers to those lands that are suitable for commercial development, subject to the preparation and submission of environmental reports, and likely to be developed in the long term.	Policy 8.8	The County and Summer Village will work with relevant government agencies to ensure that Crown interests are addressed prior to development.
Policy 8.2	Commercial development shall maintain a high aesthetic standard in design and construction. A common standard for screening, landscaping, fencing, and color shall be required by the LUB.	Policy 8.9	The Mallaig Provincial Recreation Area, designated as Crown Land on Map 2 , provides 24 campsites and a playground. The County and Summer Village will work with the Province to enhance and program the area.
Policy 8.3	Commercial development proposals shall ensure that LUB setbacks are maintained between commercial and non-commercial uses to address noise or traffic nuisances.	Policy 8.10	The Westcove Municipal Recreation Area, as identified on Map 2 , provides 70 campsites, sports fields and a spray park. The County and Summer Village will work with the operator to enhance and program the area.
Policy 8.4	Cannabis Stores shall not be accommodated within the IDP area.		
Policy 8.5	Home based businesses are encouraged, however businesses shall address any issues of compatibility with adjacent uses in accordance with the LUB.		
Policy 8.6	There shall be no industrial development, including cannabis production facilities or wind turbines within the IDP area.		
Policy 8.7	Mineral extraction shall be contingent on the mitigation or minimization of the impacts upon adjacent land uses, soil, water, and farming operations.		

The background of the page is a photograph of a rural landscape. In the foreground, there is a dark, plowed field. A paved road leads from the field towards the background, where a body of water is visible. The road is flanked by bare trees and some utility poles. Overlaid on the entire image is a white line map, which appears to be a street map or a land use plan, showing various road networks and property boundaries. The map lines are thin and white, contrasting with the darker background.

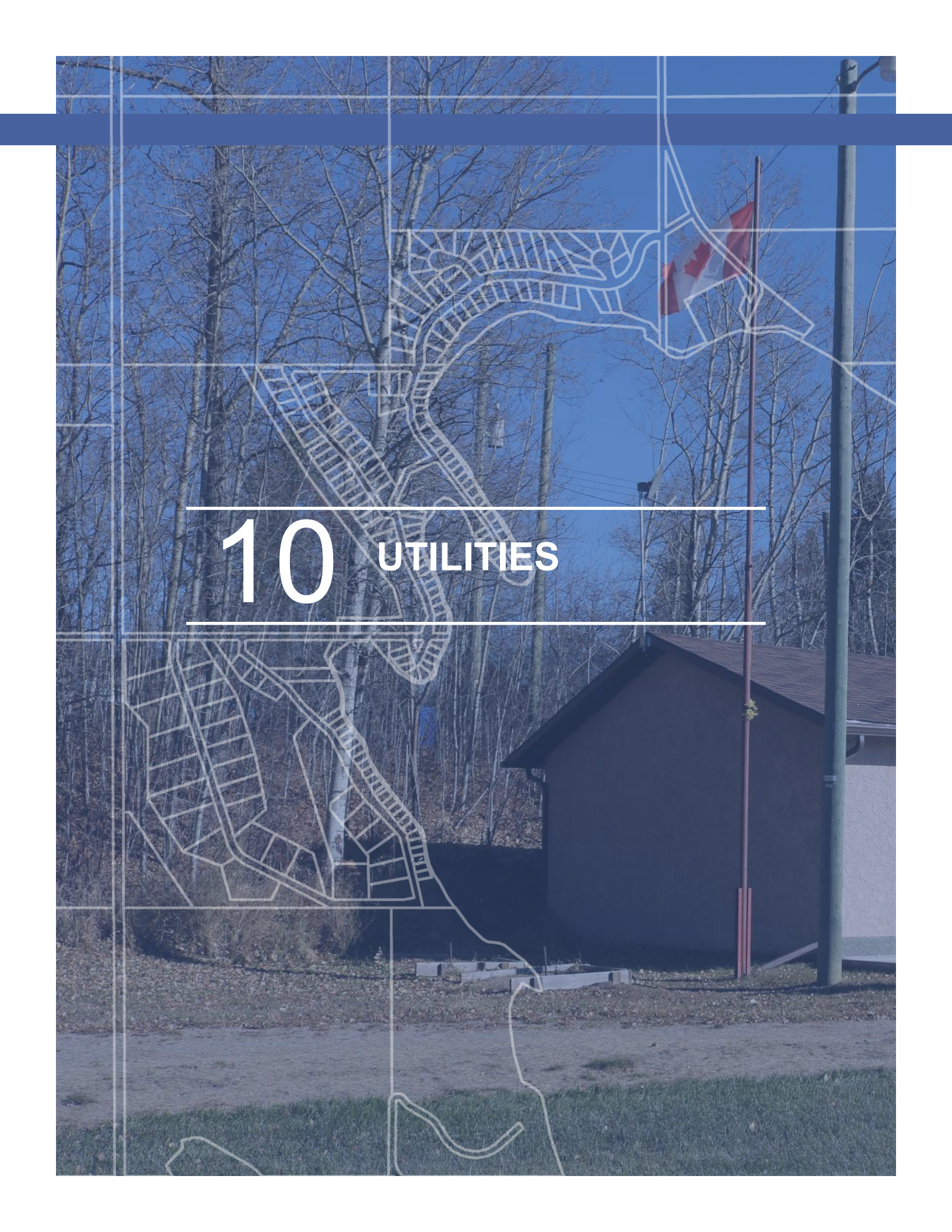
9 TRANSPORTATION

9 TRANSPORTATION

9.0 Transportation Policies

The development and maintenance of a safe, efficient and multi-modal road, walkway and trail network is critical to the well being of IDP area residents.

- Policy 9.1** All subdivision and development proposals shall have access to developed roads. The provision of roads within a proposed subdivision and approaches to individual lots shall be developed in accordance with the County's Engineering Design Standards and are the sole responsibility of the developer.
- Policy 9.2** As part of an agreement associated with the approval of a subdivision or the issuance of a development permit, the County may require that the developer pay for all or a portion of any public roadway or trail system.
- Policy 9.3** All subdivision and development proposals adjacent to Range or Township Roads shall require dedication by caveat or plan of survey of a 5.18 m wide future road right-of-way for widening and/or upgrading of any roads.
- Policy 9.4** The County will conduct regular inspection of all roads, implementing road bans when necessary and conducting grading, dust control and snowplowing as needed.
- Policy 9.5** Roads, walkways and trails shall be developed and managed to minimize impact on the ecological, aesthetic and recreational qualities of Vincent Lake, wetlands and other natural areas.

The background is a photograph of a residential area with bare trees and a house. A white line map is overlaid on the image, showing property boundaries and utility lines. The map includes a street grid and a winding path. A Canadian flag is visible on a pole in the upper right. The title '10 UTILITIES' is centered in the middle of the image, flanked by two horizontal white lines.

10 UTILITIES

10 UTILITIES

10.0 Utilities Policies

Utilities provide potable water, the conveyance of sanitary sewerage, the management and conveyance of rain water and the provision of natural gas, power, and communications. The utilities within the IDP area shall conform to the following policies.

- | | |
|--|--|
| <p>Policy 10.1 All development shall be self sufficient for all services including potable water supply, sanitary sewage disposal, and storm water management. Water services and disposal methods must comply with provincial regulations and local standards.</p> | <p>Policy 10.6 Development located adjacent to or within proximity of the inactive landfill located at SW-25-59-10-W4M as shown on Map 2, shall provide setbacks in accordance with provincial and municipal requirements.</p> |
| <p>Policy 10.2 The County and Summer Village may prepare a Utilities Master Plan to provide a municipal water supply, sewage treatment systems and storm water management strategy.</p> | <p>Policy 10.7 Public utilities, such as telecommunication facilities or similar infrastructure, may be developed, provided they meet the regulations of the applicable legislation and LUB.</p> |
| <p>Policy 10.3 The County and Summer Village may identify the need and cost to protect an alignment and construct a water line from Ashmont or Mallaig to the Summer Village, and may provide waterfills in strategic locations within or adjacent to the IDP area.</p> | <p>Policy 10.8 One non-active oil and gas well, and one active oil and gas well are located in the County. One non-active oil and gas well, and one abandoned oil and gas well are located in the Summer Village. These facilities require setbacks ranging from 5-100 m.</p> |
| <p>Policy 10.4 Developments may be serviced with communal sewage collection, provided that such systems are constructed in accordance with provincial requirements and maintained by the developer or resident association.</p> | <p>Policy 10.9 The County and Summer Village may encourage the promotion of energy conservation practices through educational programs or public awareness campaigns, and work together to implement a municipal recycling program.</p> |
| <p>Policy 10.5 Solid waste disposal sites and transfer stations are located and developed in a manner that will minimize or mitigate impacts on surrounding land uses.</p> | |



11

INTERMUNICIPAL COLLABORATION FRAMEWORK



11 INTERMUNICIPAL COLLABORATION

11.0 Intermunicipal Collaboration Framework Policies

An IDP ensures municipalities collaborate to, among other things, identify future land uses, and strategically locate future transportation and utility systems. IDPs are also required to address the co-ordination of intermunicipal physical, social and economic programs. Although the details relating to the provision of services are addressed in the Intermunicipal Collaboration Framework (ICF), this section addresses the sharing or division of service provision in general terms.

Policy 11.1

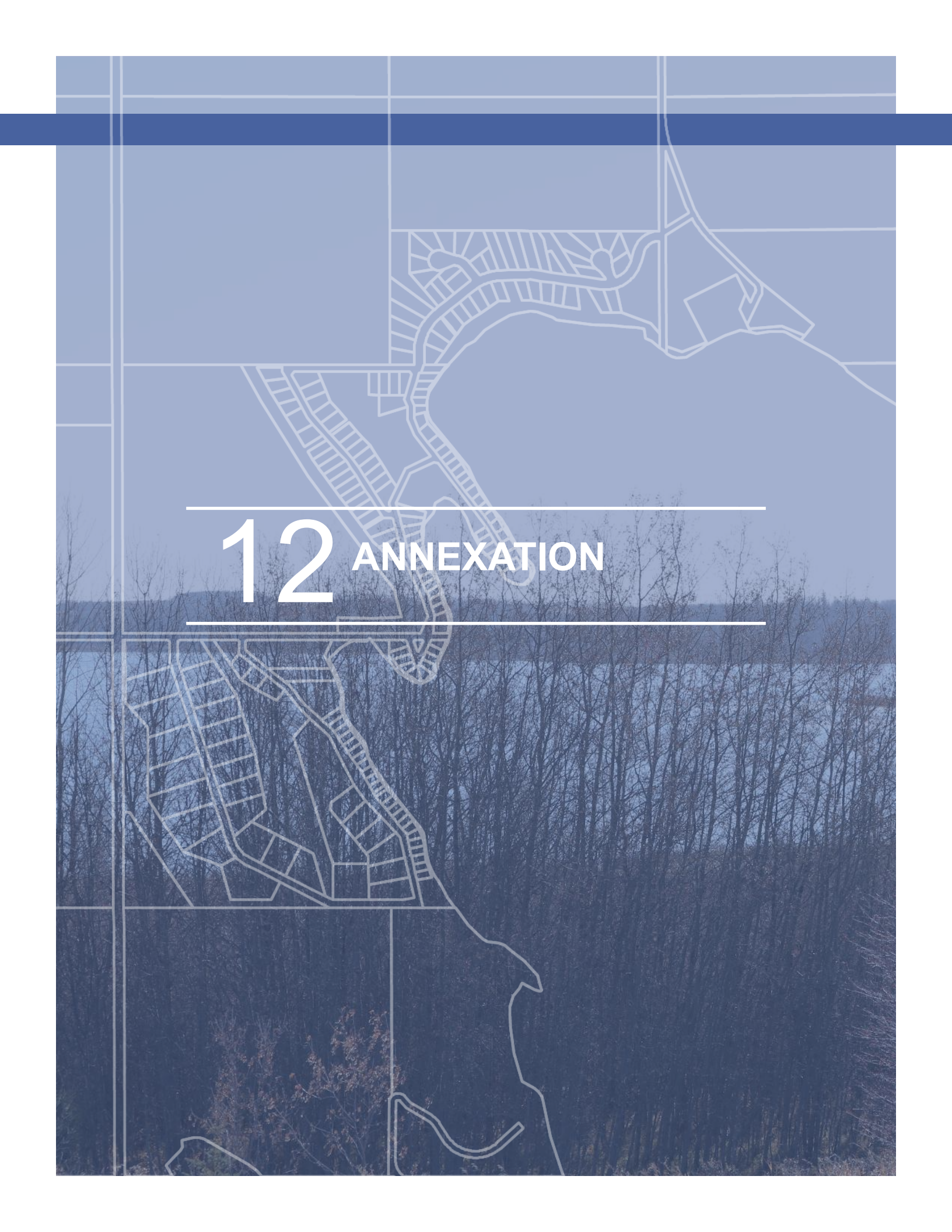
The County and Summer Village support the continued use of intermunicipal agreements as means of delivering services in a co-operative manner to maximize available resources. The County and Summer Village currently share the following services, or have the following agreements:

- Regional Collaboration Partnership Committee
- Regional OH&S Joint Servicing Agreement
- Regional Emergency Management Joint Servicing Agreement
- Fire Protection
- Snow Removal
- Roadside Maintenance
- Solid Waste Removal

Policy 11.2

The County and Summer Village may prepare agreements for:

- The creation of joint development areas
- The protection of watersheds, maintaining the water quality of surface and groundwater systems, and developing stormwater management strategies
- The acquisition of environmental areas
- The development of recreation facilities (a soccer field, Iron Horse Trail connection)
- An Intermunicipal Subdivision and Development Appeal Board
- A Transportation and Servicing Master Plan
- A program identifying energy efficiency, waste disposal and recycling
- The Regional Allied Arts Society
- The Community Grant and Arts and Culture
- An Endowment Fund



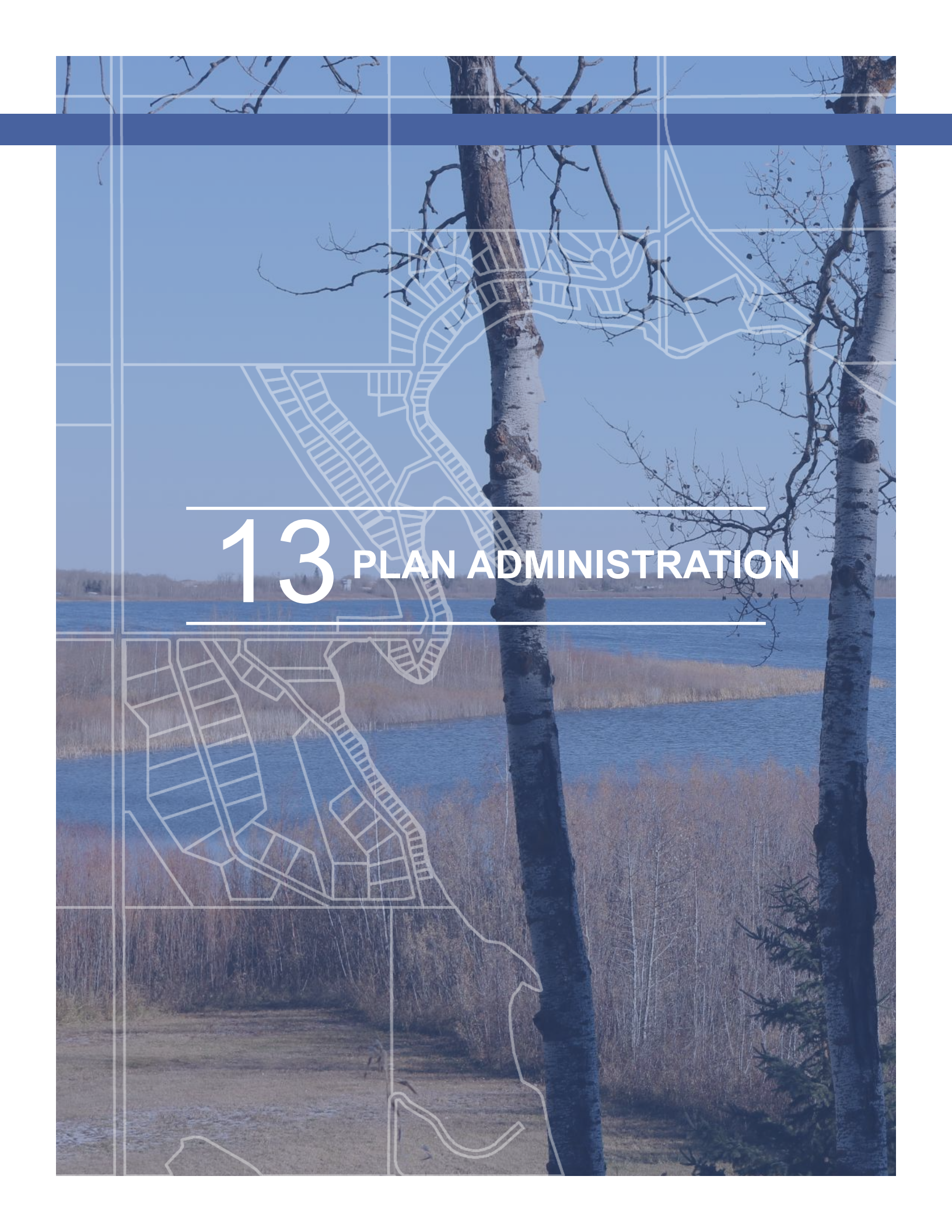
12 ANNEXATION

12 ANNEXATION

12.0 Annexation

The annexation of land refers to the acquisition of land by an urban municipality from a rural municipality in order to accommodate future growth. Although the Summer Village has no intent to annex lands from the County, this IDP, in accordance Division 6 of the MGA, establishes a mutually agreed upon basis for annexation should it occur. The purpose of this section is to provide policies and directions for annexation to ensure that the transition from County to Summer Village is a smooth process.

- | | |
|--|---|
| <p>Policy 12.1 The County and Summer Village shall follow the annexation process as outlined in the MGA.</p> | <p>Policy 12.4 All annexation applications will be referred to the other municipality for comment prior to any official action being taken. Such reference should contain the items listed in Policy 12.3.</p> |
| <p>Policy 12.2 The Summer Village will share growth and development information development so that both municipalities are aware of the extent of any future annexation requirements.</p> | |
| <p>Policy 12.3 The County and Summer Village will identify the timing, size and location of an annexation area after the following have been considered:</p> <ul style="list-style-type: none"> a. conformity with the IDP and the Summer Village's MDP b. justifiable and agreeable current and future growth rates c. a compatible land use plan d. a transportation system to accommodate development e. availability and cost of servicing f. landowner/developer requests g. pattern of ownership to avoid fragmented development h. minimization of the premature consumption of agricultural land i. a majority of the affected landowners agree to the annexation j. any other matters that either Council considers necessary. | |

The background of the page is a photograph of a lake with bare trees in the foreground and a forested shoreline in the distance. A white line-art map of a region is overlaid on the image, showing various land parcels and water bodies. A solid dark blue horizontal bar is positioned at the top of the page.

13 PLAN ADMINISTRATION

13 PLAN ADMINISTRATION

13.0 Plan Administration

Plan Adoption

Policy 13.1 Each municipality will adopt the IDP by Bylaw following a Public Hearing. The Bylaw will state that municipalities only have jurisdiction over lands within their own boundaries.

Policy 13.2 The County's or Summer Village's MDP, ASPs or LUBs may be amended concurrently, if necessary.

Plan Monitoring

Policy 13.3 On an annual basis, the County and Summer Village shall monitor:

- a. population growth to identify future land use needs
- b. the amount of lots created through subdivision
- c. the number of dwellings created through development permits
- d. the number and area of wetlands and forests that are protected
- e. the amount of lands preserved for agricultural purposes
- f. land developed for country residential and commercial development
- g. changes in permanency status of dwellings in the Summer Village

Plan Amendment

Policy 13.4 Either municipality, landowners or developers may initiate IDP amendments.

- a. Landowners or developers shall propose the amendment to the municipality in which the subject land is located.
- b. Any amendment to the IDP must receive the agreement of both municipalities following a joint Public Hearing held in accordance with the MGA. No amendment shall come into force until both municipalities approve the amending Bylaw. Any disagreement respecting a proposed amendment will trigger the dispute resolution mechanism identified in Chapter 14 of this IDP.

Plan Review

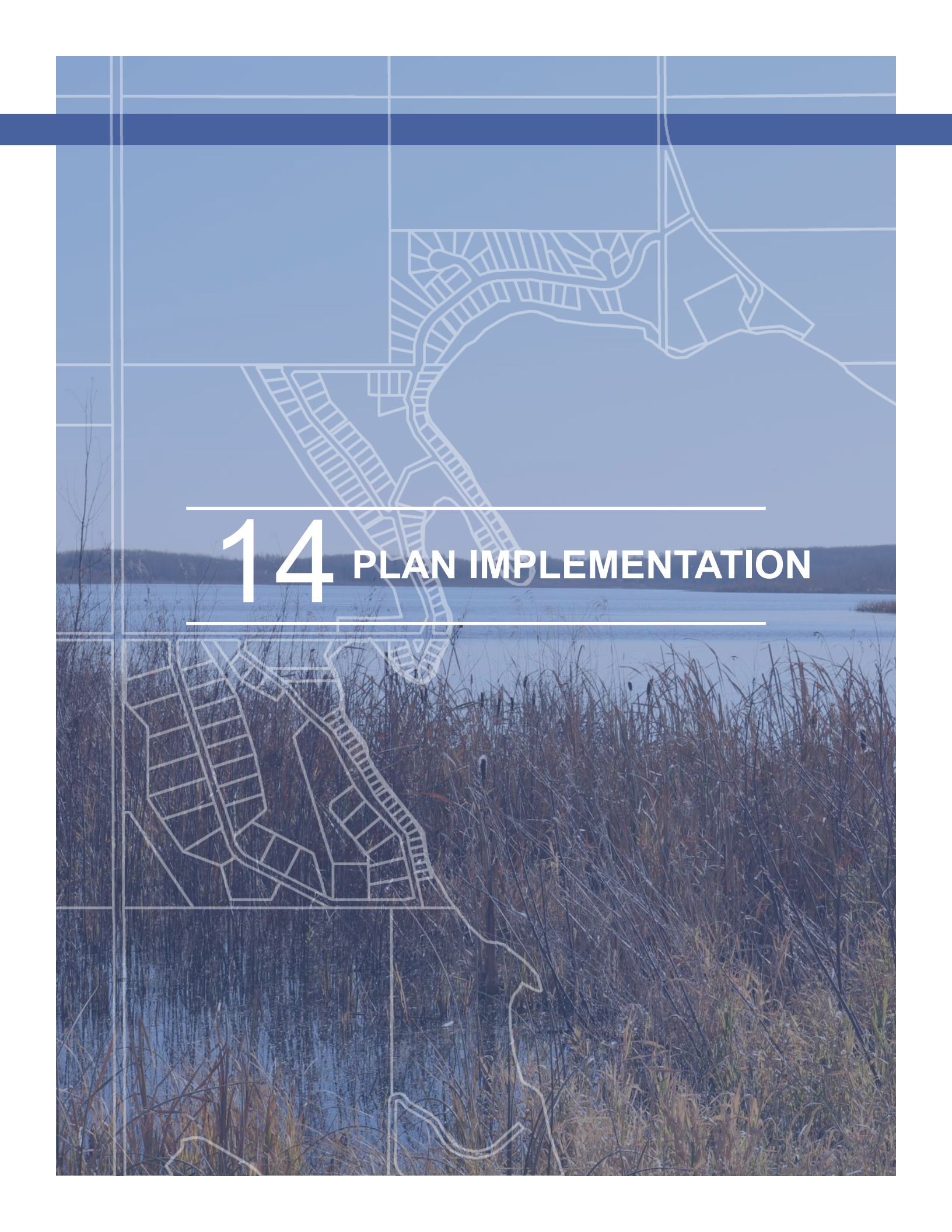
Policy 13.5 The Chief Administrative Officer (CAO) of each municipality shall review the IDP on annual basis to ensure Plan is working as intended.

- a. The results of this review, and any amendments, shall be presented to the Intermunicipal Council Committee (ICC) in May of every year. The ICC is further defined in Policy 13.1.
- b. The ICC shall direct which amendments, if any, shall be made.

Plan Repeal

Policy 13.6 The IDP may be repealed; if replaced by a new plan.¹

¹ IDPs are mandatory under the Municipal Government Act (MGA), however the MGA requires that IDPs include procedures for repeal (631(2)(b)(ii)).

The background of the page is a photograph of a lake with tall, dry reeds in the foreground. A white line map is overlaid on the image, showing a network of roads and property boundaries. The map includes a large area in the upper right, a central area, and a large area in the lower left. The text '14 PLAN IMPLEMENTATION' is centered over the map.

14 PLAN IMPLEMENTATION

14 PLAN IMPLEMENTATION

14.0 Plan Implementation

Intermunicipal Council Committee (ICC)

- Policy 14.1** The municipalities shall establish an ICC to facilitate discussion on areas of mutual interest or concern. The ICC has no authority for formal decision-making.
- The Committee consists of two (2) council members and the CAO of each municipality.
 - The County is responsible for the administration of the ICC and coordination of meetings;
 - ICC responsibilities include:
 - meeting twice a year to discuss issues of mutual interest
 - reporting on the implementation of the IDP, as per Policy 13.3.
 - reviewing proposed IDP amendments, and annexations.

Adoption, Amendments, Applications

- Policy 14.2** Adoption of, or amendments to, a statutory plan or LUB, or development permit and subdivision applications are processed and decided upon by the Approving Authority of the municipality in which the plan or Bylaw is located.
- Policy 14.3** All new applications for rezoning, subdivision and development shall be subject to the County's Land Use Bylaw (LUB) and Summer Village's LUB, as required by the policies of this IDP.

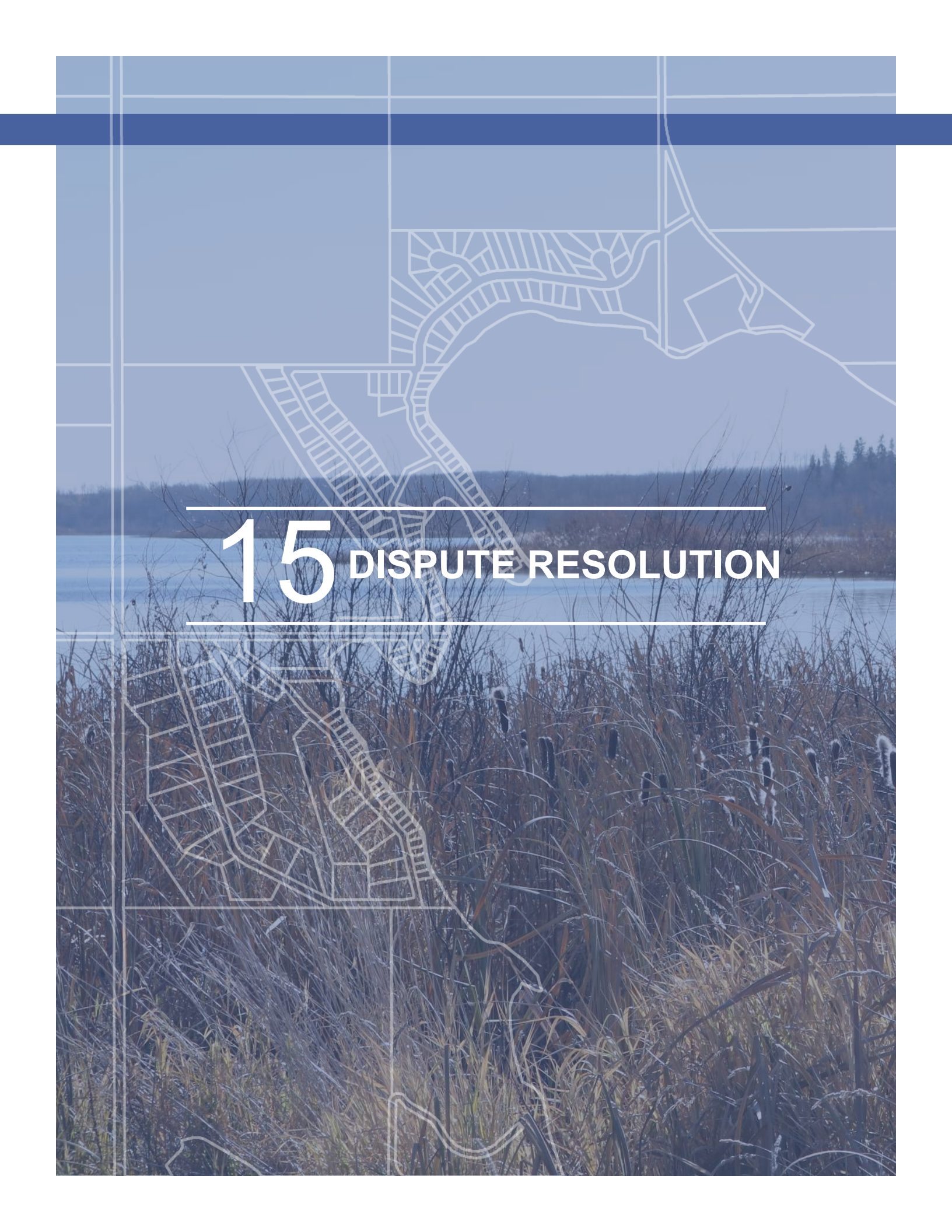
- Policy 14.4** Existing land uses with valid development permits that exist as of the date of approval of this IDP may continue to operate in accordance with the provisions of the MGA and the County's LUB and Summer Village's LUB.

Subdivision and Development Permit Appeals

- Policy 14.5** The Municipal Subdivision and Development Appeal Board (SDAB), or Intermunicipal Subdivision and Development Appeal Board (ISDAB) having jurisdiction will hear development permit and subdivision appeals, except where the Municipal Government Board (MGB) has jurisdiction.

Referrals and Communication

- Policy 14.6** Any application for subdivision, rezoning or development permit, excluding farmstead separations or boundary adjustments, located within the boundaries of [Map 2](#), and within the Summer Village shall be referred to other municipality for comment.
- The responding municipality shall provide comments within 21 days.
 - Non-statutory master plans shall be provided for information only and will not be subject to dispute resolution).
- Policy 14.7** Applications that require adjacent landowner notification may be circulated across municipal boundaries.

The background of the page is a photograph of a lake with tall, dry reeds in the foreground. A white line map is overlaid on the image, showing a grid of land parcels and a winding road or path. The map is semi-transparent, allowing the lake and reeds to be seen through it. A thick blue horizontal bar is at the top of the page.

15 DISPUTE RESOLUTION

15 DISPUTE RESOLUTION

15.0 Dispute Resolution

Land use disputes between municipalities may occur from time to time. In an effort to resolve issues and avoid an appeal to the Municipal Government Board (MGB) the following local dispute resolution process shall be followed, as per s.690 of the MGA.

- | | | | |
|-------------|--|-------------|---|
| Policy 15.1 | <p>Either municipal Council may initiate the local dispute resolution process. A dispute may be initiated by a lack of agreement on an amendment to this IDP, or the proposed adoption or amendment of a statutory plan or LUB that has been given First Reading but believed to be inconsistent with this IDP.</p> <p>a. The dispute resolution process shall not apply to matters under jurisdiction of the SDAB or ISDAB. Any other appeal shall be made to the appropriate approving authority or appeal board that deals with that issue.</p> | | <p>meeting of the CAOs, either municipality may refer the dispute to the Intermunicipal Council Committee (ICC).</p> |
| Policy 15.2 | <p>The identification of a dispute, notification of the dispute to the other municipality, and the desire to proceed through the local dispute resolution process may occur at any time prior to second reading of the bylaw.</p> | Policy 15.5 | <p>The ICC will convene to consider and attempt to resolve the dispute. In the event a resolution is not achieved within 30 days of the first meeting of the ICC, either municipality may refer the dispute to mediation. The mediation must occur as soon as possible after second reading of the bylaw.</p> |
| Policy 15.3 | <p>In the event the local dispute resolution process is initiated, the municipality having authority over the matter shall not give any further approval until the dispute has been resolved or a mediation process has been concluded.</p> | Policy 15.6 | <p>The services of an independent mediator may be retained, and the costs of mediation shall be shared equally between the County and Town. The mediation process shall be concluded within 30 days of the first meeting with the mediator. The mediator shall present a written recommendation to both Councils.</p> |
| Policy 15.4 | <p>Once either municipality has received written notice of a dispute, the resolution process must be initiated within 15 calendar days of the date the written notice was received.</p> <p>a. Upon receipt of a notice of a dispute, the Chief Administrative Officers (CAO) of each municipality will meet in an attempt to resolve the issue.</p> <p>b. In the event a resolution is not achieved within 30 days of the first</p> | Policy 15.7 | <p>In the event the mediation process is not pursued or does not resolve the dispute, the municipality may proceed to adopt the bylaw in accordance with the MGA, and the other municipality will have the right to appeal to the MGB, as per s.690 of the MGA.</p> |



July 2019