



TOWN OF SMOKY LAKE
IN THE PROVINCE OF ALBERTA
BYLAW NO. 002-2020

BEING A BYLAW OF THE TOWN OF SMOKY LAKE IN THE PROVINCE OF ALBERTA FOR THE PURPOSE TO ADOPT THE SMOKY LAKE REGION INTERMUNICIPAL COLLABORATION FRAMEWORK.

WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26 Section 708.28(1) and amendments thereto, mandates that municipalities which share a common boundary must create an Intermunicipal Collaboration Framework with one another;

AND WHEREAS, pursuant to *Municipal Government Act*, R.S.A. 2000 c. M-26 Section 708.28(3) and amendments thereto, mandates that municipalities which do not share a common boundary may be parties to a framework;

AND WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26 Section 708.29 and amendments thereto, establishes the content of a framework that must be considered, including identification of the services provided on an intermunicipal basis, the municipality or municipalities responsible for providing the services, and how the services will be delivered and funded;

AND WHEREAS, Town of Smoky Lake; Smoky Lake County; Village of Vilna; and Village of Waskatenau are municipalities in a region with some common boundaries;

AND WHEREAS, Town of Smoky Lake; Smoky Lake County; Village of Vilna; and Village of Waskatenau share a common regional interest and are desirous of working together to provide services to their residents;

NOW THEREFORE, be it resolved that the Council of the Town of Smoky Lake, in the Province of Alberta, duly assembled hereby enacts as follows:
follows:

1. THAT the Smoky Lake Region Intermunicipal Collaboration attached hereto as **"Appendix A"** of this Bylaw is hereby adopted.
2. This Bylaw may be cited as "Smoky Lake Region Intermunicipal Collaboration Framework."
3. This Bylaw may be amended by Bylaw in accordance with the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended.
4. Should any provision of this Bylaw be found invalid, the invalid provision shall be severed and the remaining Bylaw shall be maintained.

EFFECTIVE DATE

This Bylaw shall come into force and effect on the final date of passing thereof.

READ A FIRST TIME THIS 24th DAY OF MARCH, 2020

Hank Holowaychuk
Mayor

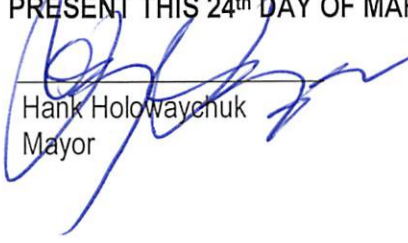
Adam Kozakiewicz
Chief Administrative Officer


READ A SECOND TIME THIS 24th DAY OF MARCH, 2020

Hank Holowaychuk
Mayor

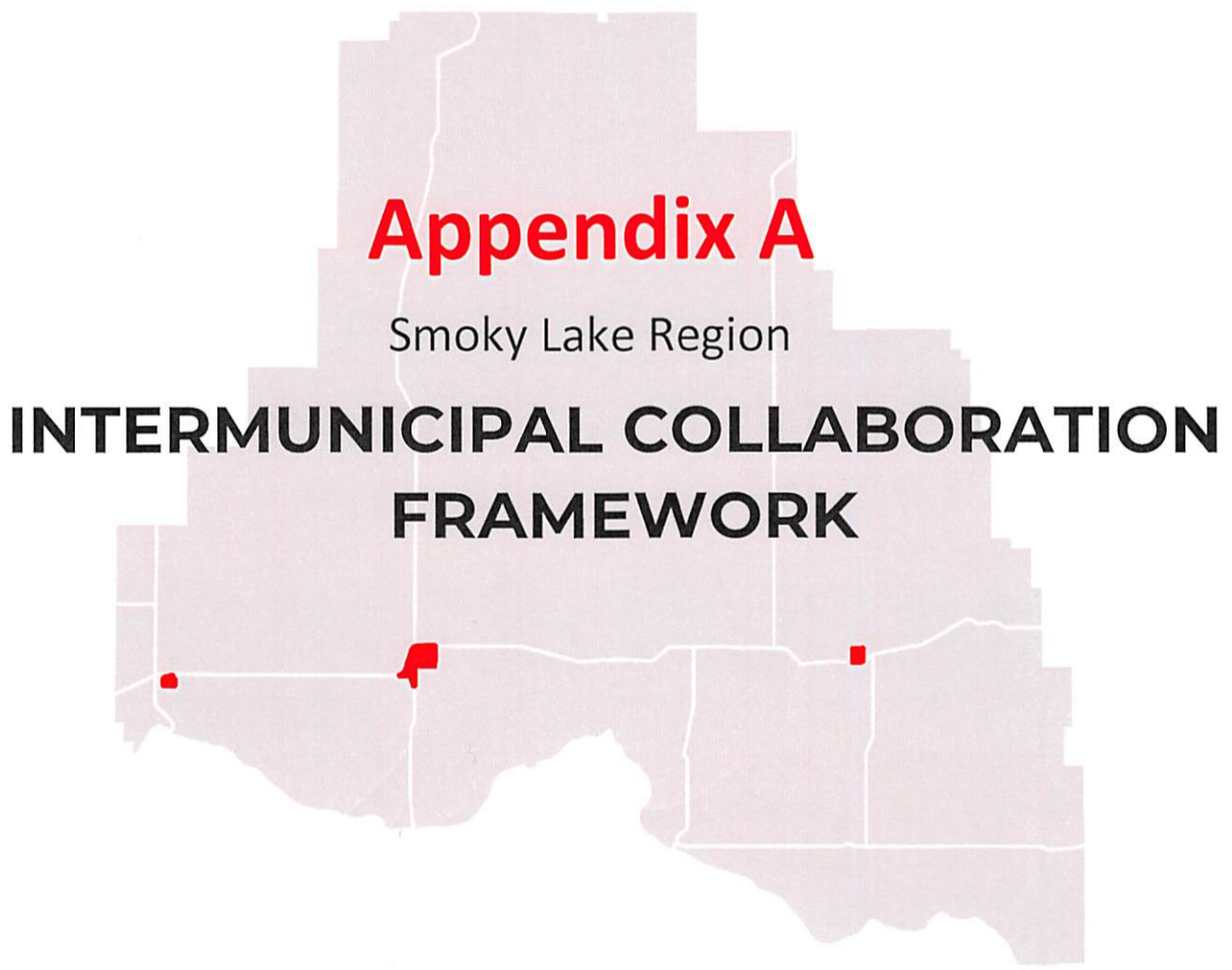
Adam Kozakiewicz
Chief Administrative Officer

READ A THIRD AND FINAL TIME WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS
PRESENT THIS 24th DAY OF MARCH, 2020


Hank Holowaychuk
Mayor


Adam Kozakiewicz
Chief Administrative Officer

| Municipality | Date/Motion | Bylaw No. |
|-----------------------|-----------------------------------|-----------|
| Town of Smoky Lake | March 24, 2020 Motion No.148-2020 | 002-2020 |
| Smoky Lake County | Feb. 20, 2020 Motion No.506-20 | 1365-20 |
| Village of Vilna | Feb 18, 2020 Motion No.039-20 | 545-19 |
| Village of Waskatenau | March 26, 2020 Motion No.64/2020 | 678-2020 |



February 2020



ACKNOWLEDGEMENTS



TOWN OF SMOKY LAKE

| | |
|------------------|------------------------------|
| Hank Holowaychuk | Mayor |
| Daniel Kotylak | Deputy Mayor |
| Terry Makowichuk | Councillor |
| Melody Morton | Councillor |
| Ross Whitelaw | Councillor |
| Adam Kozakiewicz | Chief Administrative Officer |



VILLAGE OF VILNA

| | |
|-----------------|------------------------------|
| Leo Chapdelaine | Mayor |
| Roy Dyck | Councillor |
| Donald Romanko | Councillor |
| Loni Leslie | Chief Administrative Officer |



SMOKY LAKE COUNTY

| | |
|--------------------|------------------------------|
| Craig Lukinuk | Reeve |
| Randy Orichowski | Deputy Reeve |
| Johnny Cherniwchan | Councillor |
| Dan Gawalko | Councillor |
| Lorne Halisky | Councillor |
| Cory Ollikka | Chief Administrative Officer |
| Lydia Cielin | Assistant CAO |



VILLAGE OF WASKATENAU

| | |
|----------------|------------------------------|
| Casey Caron | Mayor |
| Roy Krahulec | Deputy Mayor |
| Richard Warren | Councillor |
| Bernice Macyk | Chief Administrative Officer |



CONSULTING TEAM

| | |
|-----------------|----------------------------|
| Jane Dauphinee | Principal & Senior Planner |
| Brad MacDonald | Planner |
| Allison Rosland | Planner |

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EXECUTIVE SUMMARY

The Town of Smoky Lake, the Villages of Vilna and Waskatenau, and Smoky Lake County have partnered to prepare the Smoky Lake Region Intermunicipal Collaboration Framework. All participating municipalities have entered into this Framework in good faith and with a commitment to intermunicipal communication and collaboration that benefits the regions residents.

A Steering Committee comprised of representatives of all participating municipalities was established in 2018 to guide the project and provide information and direction to the project consultant. Municipal Planning Services was contracted to review existing Intermunicipal Development Plans, prepare an Intermunicipal Collaboration Committee Terms of Reference, create an inventory of municipal and intermunicipal services, develop processes for decision making, and develop dispute resolution procedures to support the development of the Smoky Lake Region Intermunicipal Collaboration Framework.

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 border are required to adopt an ICF; municipalities that do not have a common boundary may be a party to a framework.

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

PROJECT TIMELINE

| | | |
|-------------------|--------------------|---|
| MEETING #1 | July 18, 2018 | Project start-up meeting, information gathering |
| MEETING #2 | September 4, 2018 | Meeting with CAOs to collect agreement information |
| MEETING #3 | May 15, 2019 | Steering Committee Meeting to review draft ICF |
| MEETING #4 | September 17, 2019 | Steering Committee Meeting to review changes to the draft ICF |

The Smoky Lake ICF consists of the following sections and schedules:

| | | |
|------------------|-----------------------|---|
| SECTION 1 | Introduction | Acronyms, Definitions, Interpretation, Principles, Requirements |
| SECTION 2 | The Committee | Composition of the Intermunicipal Collaboration Committee (ICC) |
| SECTION 3 | Responsibilities | Responsibilities of Councils, Administrations, and Working Groups |
| SECTION 4 | Inventory of Services | Inventory of all services organized by category |
| SECTION 5 | ICF Review | Process for reviewing ICF |
| SECTION 6 | Dispute Resolution | Dispute Resolution Process for review and interpretation of the ICF, Dispute Resolution Process for review or development of services |
| SCHEDULES | A through F | ICC Terms of Reference, Working Group Terms of Reference, Discussion Protocols, Intermunicipal Development Plans |

1 INTRODUCTION

1.1 SIGNATORIES

The Signatories to the Smoky Lake Region Intermunicipal Collaboration Framework are the Town of Smoky Lake, the Village of Vilna, the Village of Waskatenau, and Smoky Lake County.

The terms “Signatory”, “Signatory Municipality”, and “Participating Municipality” (and the plural forms of each) may be used interchangeably in this Intermunicipal Collaboration Framework.

1.2 ACRONYMS

| | |
|------------|--|
| AM | Asset Management |
| ASP | Area Structure Plan |
| CAO | Chief Administrative Officer |
| ICF | Intermunicipal Collaboration Framework |
| IDP | Intermunicipal Development Plan |
| ICC | Intermunicipal Collaboration Committee |
| LUB | Land Use Bylaw |
| MDP | Municipal Development Plan |
| MGA | Municipal Government Act |
| TOR | Terms of Reference |

1.3 DEFINITIONS

The Participating Municipalities agree to use the definitions provided in the *MGA*, or another applicable Act of the Province of Alberta, as necessary to interpret each municipality’s roles and responsibilities identified in this ICF.

1.4 INTERPRETATION

Policies are written in the active tense using **SHALL, MUST, WILL, SHOULD, or MAY** statements and are intended to be interpreted as follows:

Where **SHALL, MUST, or WILL** is used in a statement, the statement is considered **MANDATORY**, usually in relation to a declaration of action, legislative direction, or situation where a desired result is **REQUIRED**.

Where **SHOULD** is used in a statement, the intent is that the statement is strongly **ENCOURAGED**. Alternatives can be proposed where the statement is not reasonable or practical in a given situation, or where unique or unforeseen circumstances provide for courses of action that would satisfy the general intent of the statement. However, the general intent is for compliance.

Where **MAY** is used in a statement, it means there is a **CHOICE** in applying the statement and denotes discretionary compliance or the ability to alter the requirements as presented.

1.5 SCHEDULES

The following Schedules are referenced in the ICF, and included for information.

| SCHEDULE | TITLE |
|-----------------|---|
| A | ICC Terms of Reference |
| B | Working Group Terms of Reference |
| C | Discussion Protocols |
| D | Town of Smoky Lake & Smoky Lake County IDP |
| E | Village of Vilna & Smoky Lake County IDP |
| F | Village of Waskatenau & Smoky Lake County IDP |

1.6 PURPOSE

The purpose of the Smoky Lake Region ICF is to establish formalized protocols for regional cooperation, communication, and service delivery.

1.7 GUIDING PRINCIPLES

The participating municipalities agree to the following principles to guide regional communication and cooperation efforts:

1. To have defined **communication channels** to share information.
2. To encourage **respect** of different views and interests.
3. To pursue relations based on **transparency and openness**.
4. To **work together** to resolve issues.
5. To develop a **consultative process** to ensure shared goals and efforts.
6. To respect **jurisdictional interests**.
7. To acknowledge that **not all parties** need to be involved in each regional project.
8. To advance shared interests to other levels of government with a **common voice**.
9. To ensure **public awareness** of the progress and results of regional cooperation.

1.8 ICF REQUIREMENTS

Sections 708.27 and 708.28 of the *MGA* state all municipalities that share a common boundary must create an Intermunicipal Collaboration Framework. An ICF is developed in order to:

1. Provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
2. Steward scarce resources efficiently in providing local services; and
3. Ensure municipalities contribute funding to services that benefit their residents.

At minimum, an ICF must:

1. Describe the services that benefit residents in two or more of the municipalities that are party to the ICF.
2. Identify the municipality that provides the service and how the service will be funded and delivered.
3. Establish a dispute resolution process.

1.9 INTERMUNICIPAL DEVELOPMENT PLANS

An IDP is a statutory land use plan prepared collaboratively by two or more municipalities that addresses an agreed upon area of land of mutual significance for both municipalities. IDPs must address:

1. Future land use and development of the plan area;
2. Environmental matters;
3. Provision of transportation systems;
4. Coordination of intermunicipal programs relating to the physical, social, and economic development of the plan area;
5. A procedure to resolve conflict between the participating municipalities;
6. A procedure to amend the plan; and
7. Provisions relating to the administration of the plan.

An IDP is intended to guide regional approaches to managing growth, outline how regional land development will occur, and provide criteria for infrastructure and servicing. The ICF provides the framework for how the delivery of services will occur. The two documents work together to plan and organize intermunicipal services.



The following IDPs have been adopted by the participating municipalities, and form components of the ICF:

| IDP NAME | IDP BYLAWS |
|---|----------------------|
| Town of Smoky Lake & Smoky Lake County IDP | Town Bylaw 03-16 |
| | County Bylaw 1289-16 |
| Village of Vilna & Smoky Lake County IDP | Village Bylaw 525-16 |
| | County Bylaw 1290-16 |
| Village of Waskatenau & Smoky Lake County IDP | Village Bylaw 622-17 |
| | County Bylaw 1304-17 |

These IDPs are included as **Schedules** to this ICF.

1.10 EFFECTIVE TERM AND REVIEW

In accordance with the MGA, this ICF shall come into force on final passing of matching bylaws that contain the framework by the participating municipalities.

| PARTICIPATING MUNICIPALITY | ICF BYLAW |
|----------------------------|--------------------|
| Town of Smoky Lake | Bylaw No. 002-2020 |
| Village of Vilna | Bylaw No. 545-19 |
| Village of Waskatenau | Bylaw No.678-2020 |
| Smoky Lake County | Bylaw No. 1365-20 |

This ICF may be amended by mutual consent of the participating municipalities unless otherwise specified in the ICF.

In accordance with the MGA, this **ICF must be reviewed once every 5 years**, or sooner if requested by one or more participating municipalities.

1.11 DECISION MAKING PROCESS

Unless otherwise identified in this ICF, decision-making related to this ICF shall be vested in the participating municipalities' Councils.

Together, the Terms of Reference included as **Schedule A** and Discussion Protocols in **Schedule C** of this ICF outline how the ICC will function, guide how the participating municipalities determine what issues, projects, and initiatives are subject to this ICF, and guide decision-making for the ICC. The Terms of Reference included as **Schedule B** outline how Working Groups established by the ICC will function and guides decision-making for the Working Groups.

2 THE COMMITTEE

2.1 INTENT

In order to establish meaningful and ongoing intermunicipal communication, the participating municipalities agree to establish a joint Intermunicipal Collaboration Committee (ICC, or 'the Committee') with the intent of:

1. Fostering effective collaboration between the participating municipalities;
2. Ensuring the routine monitoring of intermunicipal relationships and agreements; and
3. Providing a forum for dealing with intermunicipal concerns and capitalizing on regional opportunities in a mutually beneficial and timely fashion.

2.2 EFFECTIVE DATE

The ICC is established as of the effective date of the ICF and subsequently renewed at the respective organizational meetings of each participating municipality on an annual basis as long as this ICF is in effect.

2.3 COMPOSITION

The composition of the ICC shall be guided by the Terms of Reference included as **Schedule A** to this ICF. The ICC shall consist of:

| | |
|------------------------------|------------------------------|
| TOWN OF SMOKY LAKE | Two elected officials |
| | Chief Administrative Officer |
| VILLAGE OF VILNA | One elected official |
| | Chief Administrative Officer |
| VILLAGE OF WASKATENAU | One elected official |
| | Chief Administrative Officer |
| SMOKY LAKE COUNTY | Two elected officials |
| | Chief Administrative Officer |

2.4 REPORTING

The ICC shall report annually to the Councils or the participating municipalities in open sessions on the status of the participating municipalities' intermunicipal relationship and any cooperation agreements.

2.5 TERMS OF REFERENCE

The ICC shall be guided by the intent and provisions of the ICC Terms of Reference included as **Schedule A** and the Discussion Protocols included as **Schedule C**.

3 RESPONSIBILITIES

3.1 JOINT COUNCIL ORIENTATION

The participating municipalities agree to hold a Joint Council Orientation to the ICF for their Councils and Administrations within two months of a general municipal election.

The intent of the Joint Council Orientation is to ensure that each Council and individual elected official has a common understanding of the purpose of the ICF, and of the intermunicipal relationships between the participating municipalities.

3.2 ADMINISTRATIONS

Unless otherwise identified in this ICF, the CAOs of the participating municipalities shall be responsible for the implementation of this ICF.

The CAOs shall consult with one another during the regular Administrators meetings to ensure that the ICF is being effectively implemented.

3.3 WORKING GROUPS

To effectively address intermunicipal concerns or opportunities, the ICC may establish one or more Working Groups to provide recommendations to the ICC on a specific purpose. Working Groups may be utilized by the participating municipalities when the intermunicipal concern or opportunity involves some but not all of the participating municipalities. An example Terms of Reference for a Working Group is outlined in **Schedule B**.



4 INVENTORY OF SERVICES

The following is a description of the current status of municipal and intermunicipal services provided in the participating municipalities. Where applicable, the third party service provider and timeframe (duration of service agreement) is noted.

4.1 TRANSPORTATION

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|---|----------|----------|--------------|-----------|-------------|
| There are not currently any transportation agreements | | | | | |

4.2 WATER AND WASTEWATER

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|--|----------------|--|---|------------------------|-------------|
| Highway 28/63 Regional Water Services | Intermunicipal | Highway 28/63 Regional Water Commission | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County Thorhild County | Unknown | |
| Utility Right-of-Way Agreement Between North East Muni-Corr and Smoky Lake County, and Novation Agreement with North East Muni-Corr and Highway 28/63 Regional Water Services Commission | Intermunicipal | Highway 28/63 Regional Water Services Commission (Third Party: Muni-Corr) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | 20 Years (2011 – 2031) | |
| Memorandum of Understanding (MOU): Highway 28/63 Regional Water Services Commission and Smoky Lake County | Intermunicipal | Smoky Lake County (Third Party: Highway 28/63 Regional Water Services Commission) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |

4.3 SOLID WASTE

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|---|----------------|-----------------------------|--|-----------|---|
| Evergreen Regional Waste Management Services Commission | Intermunicipal | Regional Service Commission | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County County of St. Paul Town of St. Paul Town of Elk Point Village of Warspite | Ongoing | <ul style="list-style-type: none"> • Dry waste cell • Transfer station site |
| Operation and Maintenance of Nuisance Grounds, Modified Landfill Site Agreement | Intermunicipal | Village of Waskatenau | Village of Waskatenau Smoky Lake County | Ongoing | |
| Operation and Maintenance of Nuisance Grounds, Modified Landfill Site Agreement | Intermunicipal | Village of Vilna | Village of Vilna Smoky Lake County | Ongoing | |

4.4 EMERGENCY SERVICES

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|--|----------------|--|--|---------------|--------------------------------|
| Regional Emergency Management Bylaw | Intermunicipal | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |
| Smoky Lake Region Fire & Rescue Committee | Intermunicipal | Smoky Lake Region Fire & Rescue Committee | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |
| Emergency 9-11 Fire Dispatch Service | Intermunicipal | Bonnyville Regional Fire Authority | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Every 5 Years | |
| Fire Protection Services - Joint Operating Agreement | Intermunicipal | Smoky Lake County, Town of Smoky Lake | Town of Smoky Lake Smoky Lake County | Every 2 Years | Review at the end of each term |

| | | | | | |
|--|----------------|--|--|---------------|--------------------------------|
| Fire Protection Services - Joint Operating Agreement | Intermunicipal | Smoky Lake County, Village of Vilna | Village of Vilna Smoky Lake County | Every 2 Years | Review at the end of each term |
| Fire Protection Services - Joint Operating Agreement | Intermunicipal | Smoky Lake County, Village of Waskatenau | Village of Waskatenau Smoky Lake County | Every 2 Years | Review at the end of each term |
| Emergency Water Supply (170 Fire) | Municipal | Smoky Lake County (Third Party: Government of Alberta) | Smoky Lake County | Unspecified | |

4.5 RECREATION AND COMMUNITY SERVICES

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|--|----------------|---|--|---------------|-------------------|
| Smoky Lake Region Regional Recreation Master Plan | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | Revision Required |
| Northern Lights Library System | Intermunicipal | Third Party: Northern Lights Library System | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County Several Other Municipalities | Annual | |
| County Lakes: Recreational Area Facility Supervision and Cleaning Services w/ Jaclyn Jarema | Municipal | Third Party | Smoky Lake County | Every 5 Years | |
| County Lakes: Recreational Area Facility Supervision and Cleaning Services w/ Dawn Marie Tannas | Municipal | Third Party | Smoky Lake County | Every 5 Years | |
| County Lakes: Recreational Area Facility Supervision and Cleaning Services w/ Veronica Fox & Donald Holmes | Municipal | Third Party | Smoky Lake County | Every 5 Years | |

| | | | | | |
|--|----------------|---|--|-------------------|--|
| Doctor Retention and Recruitment Agreement | Intermunicipal | Smoky County, Town of Smoky Lake (Third Party: Raubenheimer Medical Clinic) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |
| Family/School Liaison Program Master Service Agreement | Intermunicipal | Third Party: Aspen View Public School Division No. 78 | Village of Vilna Village of Waskatenau Smoky Lake County | Annual | |
| Senior Citizen Housing | Intermunicipal | Smoky Lake Foundation (Third Party: Alberta Housing Corporation) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |
| Lease for Kinsmen Pavilion Joint Agreement | Intermunicipal | Smoky Lake County, Town of Smoky Lake | Smoky Lake County, Town of Smoky Lake | Twenty-five years | |

4.6 PLANNING AND DEVELOPMENT

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|--|----------------|---|--|------------------|-------------|
| The Inspections Group Inc. - Safety Codes Act | Intermunicipal | Third Party: The Inspection Group Inc. | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County Several Other Municipalities | Every five years | |
| Municipal Safety Codes Inspection Commission | Intermunicipal | Third Party: Municipal Safety Codes Inspection Commission | Unknown | Unspecified | |
| Milenet Master Agreement | Municipal | Third Party: Government of Alberta - Minister for Municipal Affairs | Smoky Lake County | Ongoing | |
| Town of Smoky Lake and Smoky Lake County Intermunicipal Development Plan | Intermunicipal | Smoky Lake County, Town of Smoky Lake | Town of Smoky Lake Smoky Lake County | Unspecified | |
| Village of Vilna and Smoky Lake County Intermunicipal Development Plan | Intermunicipal | Smoky Lake County, Village of Vilna | Village of Vilna Smoky Lake County | Unspecified | |

| | | | | | |
|---|----------------|--|---|-------------|--------------------------------|
| Village of Waskatenau and Smoky Lake County Intermunicipal Development Plan | Intermunicipal | Smoky Lake County, Village of Waskatenau | Village of Waskatenau Smoky Lake County | Unspecified | |
| Municipal MuniSight | Municipal | Third Party: Accurate Assessment Group | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Unknown | Agreement expired in Aug 2019. |
| Subdivision and Planning Services | Municipal | Third Party: Municipal Planning Services | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Unspecified | |

4.7 HERITAGE

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|--|----------------|---|---|-----------|-------------|
| Smoky Lake Region Heritage Management Plan | Intermunicipal | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |

4.8 ECONOMIC DEVELOPMENT

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|--|----------------|---|---|---------------|--|
| Regional Community Development Committee (RCDC) - Joint Agreement | Intermunicipal | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | Opportunity to revisit joint agreement |
| Contract Agreement: Community Economic Development Officer (CEDO) and Assistant Economic Development | Intermunicipal | Smoky Lake County (Third Party: Agreement with CEDO and Assistant Economic Development) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Semi-annually | |
| Smoky Lake Region Development Strategic Plan | Intermunicipal | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Ongoing | |

4.9 MISCELLANEOUS

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME | OPPORTUNITY |
|-------------------------------------|----------------|--|--|----------------|---|
| Protocol for Regional Collaboration | Intermunicipal | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County (Third Parties: RCDC, CAO Committee, CEDO) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Unspecified | Revision of this agreement is a priority. |
| Dog Shelter Caretaker Service | Municipal | Third Party: Kountry Kennel | Smoky Lake County | Every 5 years | Explore new agreement |
| Natural Gas Bulk Supply Agreement | Intermunicipal | Smoky Lake County, Town of Smoky Lake | Smoky Lake County, Town of Smoky Lake | Every 20 years | |

4.10 FUTURE PROJECTS/SERVICE COLLABORATIONS

4.10.1 TRANSPORTATION

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|-----------------------------|----------------|-------------------|--|-----------|
| Street Sweeping | Intermunicipal | Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| Road Maintenance (cold mix) | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |

4.10.2 WATER AND WASTEWATER

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|--|----------------|----------|--|-----------|
| Joint Licensed Water/Wastewater Operator | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |

4.10.3 SOLID WASTE

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|------------------------|----------------|----------|--|-----------|
| Solid Waste Collection | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |

4.10.4 RECREATION AND COMMUNITY SERVICES

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|---------------------------------------|----------------|----------------------------------|--|-----------|
| Joint Library Board | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| Community Closet/ Take It or Leave It | Intermunicipal | | Town of Smoky Lake Smoky Lake County | |
| Bylaw Enforcement | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| Seniors Transportation | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| Food Bank | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| ParentLink Centre | Intermunicipal | Town of Smoky Lake (potentially) | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |

4.10.5 PLANNING AND DEVELOPMENT

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|--|----------------|-----------|--|-----------|
| Intermunicipal Subdivision and Development Appeal Board/Training | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| Joint Development Officer | Municipal | | Smoky Lake County Town of Smoky Lake | |
| Joint Subdivision and Development Appeal Board (SDAB) | Municipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| MuniSight GIS Agreement | Intermunicipal | MuniSight | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |

4.10.6 HERITAGE

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|---|----------------|-------------------|--|--|
| Smoky Lake County Regional Heritage Board | Intermunicipal | Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | Future opportunity to expand the mandate for participating municipalities. |

4.10.7 MISCELLANEOUS

| DESCRIPTION | CATEGORY | PROVIDER | PARTICIPANTS | TIMEFRAME |
|------------------------------------|----------------|-------------------|---|-----------|
| Joint Council Orientation/Training | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | 4 years |
| Stormwater Management | Intermunicipal | | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County | |
| Joint Public Works Agreement | Municipal | Smoky Lake County | Town of Smoky Lake Village of Vilna Village of Waskatenau Smoky Lake County And additional municipal partners | |
| Gas Pipeline | Intermunicipal | | Smoky Lake County Town of Smoky Lake | |
| Agriculture Society Agreements | Intermunicipal | | Smoky Lake County Town of Smoky Lake | |

4.10.8 DEVELOPMENT OF PROPOSED PROJECTS AND SERVICES

The participating municipalities agree that a Working Group (established by the ICC) or the ICC (when the future service agreement involves all participating municipalities) will be the primary forum used to address and develop future service delivery agreements.

In the event that one of the participating municipalities initiate the development of a proposed project and/or service as per the Protocol for Regional Collaboration Bylaw that may require a cost-sharing agreement, the following steps shall be taken:

1. **The initiating municipality's CAO** shall notify in writing the **ICC** prior to the consideration of such a project and/or service being constructed/developed.
2. Once the written notice has been received, a meeting with the CAOs of the participating municipalities must be held **within 20 calendar days** to discuss the proposal and required documentation.
3. The initiating municipality shall provide relevant information about the project and/or service to the ICC.
4. The ICC shall convene to discuss the matter or, if the agreement does not involve all participating municipalities, to establish a Working Group, if necessary.

In the event that the ICC or a Working Group of the ICC is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined in **Section 6.2.2** of this ICF.



5 ICF REVIEW

5.1 REVIEW

At the request of any of the participating municipalities, the ICF may be reviewed at any time, in addition to the obligatory 5 year review identified in the MGA.

The provisions of Section 5.2 of this ICF apply to any amendment or renegotiation resulting from a review.

5.2 RENEGOTIATION

A participating municipality may request renegotiation of all or part of this ICF by providing a written request to all other participating municipalities. A request to renegotiate shall identify what is to be negotiated and why the request has been made.

Renegotiation of all or part of the ICF shall be completed within 18 months from the date of receipt of a request.

In accordance with the MGA, if the ICF is found to no longer adequately and reasonably serve the interest of the participating municipalities, the ICF shall not expire indefinitely – but shall be replaced with an updated ICF agreed upon by the participating municipalities.

5.3 CHANGES TO LAWS AND REGULATIONS

In the event that a change in Federal or Provincial legislation has significant impact on the ability of the participating municipalities to fulfill their obligations under this ICF, any of the participating municipalities may request a meeting of the ICC to determine what implications the change(s) may have for the ICF and to initiate negotiations for any changes the ICC deems necessary.

5.4 OTHER CHANGES

In the event that any other change in circumstance has significant impact on the ability of the participating municipalities to fulfill their obligations under this ICF, any of the participating municipalities may request a meeting of the ICC to determine what implications the change(s) may have for the ICF and to initiate negotiations for any changes the ICC deems necessary.



6 DISPUTE RESOLUTION

6.1 RELATIONSHIP TO IDPS

The dispute resolution process in this ICF relates to matters specific to the ICF. For intermunicipal disputes relating to land use and development addressed by an approved IDP, the dispute resolution process in the corresponding IDP shall be used.

6.2 PROCESS

The participating municipalities are committed to resolving any disputes in a non-adversarial and cost-efficient manner. The participating municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

6.2.1 INTERMUNICIPAL COLLABORATION FRAMEWORK

Figure 1 outlines the dispute resolution process the participating municipalities shall undertake for disputes related to the ICF, including:

- The interpretation, implementation or application of the ICF
- Any contravention or alleged contravention of the ICF
- Lack of agreement on proposed amendments

For disputes related to review of or development of services and/or projects, the municipalities involved in the service or project shall refer to the dispute resolution process outlined in Section 6.2.2 and **Figure 2**.

6.2.2 SERVICES AND PROJECT AGREEMENTS

Figure 2 outlines the dispute resolution process for agreements between one or more of the participating municipalities. This dispute resolution process only involves the municipalities involved in the agreement in question.

Where an existing agreement has a binding dispute resolution process, that dispute resolution process shall be used instead of the process outlined in **Figure 2**.

SCHEDULE A – ICC TERMS OF REFERENCE

The creation of an Intermunicipal Collaboration Committee (ICC) is contemplated to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is seen to be the foundation for intermunicipal matters. Without interfering with the good work being accomplished in existing intermunicipal committees, the ICC has the following five primary functions:

1. Proactively identify new service areas or opportunities;
2. Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter;
3. Prioritize activities and develop appropriate measures, processes and subcommittees to address areas in consideration;
4. Represent the region locally and provincially; and
5. Address areas where intermunicipal differences in need of resolution may arise.

A.1 ICC COMPOSITION

The ICC will be composed of:

| | |
|------------------------------|------------------------------|
| TOWN OF SMOKY LAKE | Two elected officials |
| | Chief Administrative Officer |
| VILLAGE OF VILNA | One elected official |
| | Chief Administrative Officer |
| VILLAGE OF WASKATENAU | One elected official |
| | Chief Administrative Officer |
| SMOKY LAKE COUNTY | Two elected officials |
| | Chief Administrative Officer |

The ICC members will be as appointed by the respective participating municipalities' Councils. The opportunity to rotate elected officials as alternates into the ICC will be at the discretion of each municipality.

Only the elected officials on the ICC shall be considered voting members.

A.2 ICC TERM APPOINTMENT

The ICC term shall normally be a four year Council term. When an elected official's term on Council has ended, the elected official's participation on the ICC shall be terminated.

A.3 ICC CHAIR

The ICC Chair shall be elected by the members of the ICC from amongst the elected officials and shall normally serve for a term of one (1) years, with the position rotating among the participating municipalities. The ICC Chair shall be appointed at the annual organization meeting.

A.4 ADMINISTRATIVE SUPPORT

Unless otherwise determined by the ICC, administrative support for the ICC Chair shall be provided by Smoky Lake County.

A.5 QUORUM

A quorum will consist of a majority of voting ICC members attending each scheduled meeting. Attendance via phone or electronic means is acceptable.

A.6 NON-ICC MEMBER ATTENDANCE

Other elected officials, administration or staff may attend as observers, if invited by the ICC.

Should presentations to the ICC be required, the invited parties will be agreed to and coordinated ahead of the meeting by the CAOs.

A.7 SCHEDULE

Meetings of the ICC will be held at a minimum of two (2) times per year, with recognition that more frequent meetings may need to be added as opportunities/issues arise and initiatives are developed and to address specific matters

The two (2) meetings per year will be scheduled annually to:

1. Summarize and update progress on issues to date;
2. Inventory and prioritize matters to be addressed;
3. Strategize, plan and schedule for new items; and
4. Address any outstanding matters.

A.8 BUDGET

Operating costs shall be borne by each municipality.

A.9 PUBLIC PARTICIPATION

All ICC meetings are open to the public. Members of the public are not permitted to participate in ICC discussions but may appear as a delegation before the ICC. Delegations shall be for a maximum of 10 minutes, unless otherwise agreed to by the ICC. Those wishing to appear as a delegation at an ICC meeting must so advise the ICC's administrative support a minimum of five (5) working days prior to the meeting.



SCHEDULE B – WORKING GROUP TERMS OF REFERENCE

A Working Group shall be established by the ICC when two or more of the participating municipalities (but not all participating municipalities) wish to initiate a shared service or opportunity. The Working Group has the following primary functions:

1. Review proposals for shared services or opportunities;
2. Work collaboratively to determine how the shared service will be implemented and monitored; and
3. Represent the region locally and provincially.

B.1 WORKING GROUP TITLE

The title of the Working Group shall be established by the ICC.

B.2 WORKING GROUP COMPOSITION

The Working Group will be composed of elected officials and the Chief Administrative Officer from the participating municipalities that are involved in the Working Group. The quantity of members in the Working Group shall be determined using the following table:

| | |
|------------------------------|------------------------------|
| TOWN OF SMOKY LAKE | Two elected officials |
| | Chief Administrative Officer |
| VILLAGE OF VILNA | One elected official |
| | Chief Administrative Officer |
| VILLAGE OF WASKATENAU | One elected official |
| | Chief Administrative Officer |
| SMOKY LAKE COUNTY | Two elected officials |
| | Chief Administrative Officer |

Only the elected officials in the Working Group shall be considered voting members.

B.3 WORKING GROUP TERM APPOINTMENT

The Working Group term be determined by the ICC.

B.4 WORKING GROUP CHAIR

The Working Group Chair shall be elected at the first meeting of the Working Group by the **voting** members of the Working Group and shall normally serve for the duration of the Working Group.

B.5 ADMINISTRATIVE SUPPORT

Unless otherwise determined by the Working Group, administrative support for the Working Group Chair shall be provided by the Chair's municipality.

B.6 QUORUM

A quorum will consist of a majority of voting Working Group members attending each scheduled meeting. Attendance via phone or electronic means is acceptable.

B.7 NON-WORKING GROUP MEMBER ATTENDANCE

Other elected officials, administration or staff may attend as observers, if invited by the Working Group.

Should presentations to the Working Group be required, the invited parties will be agreed to and coordinated ahead of the meeting by the CAOs.

B.8 SCHEDULE

A minimum of two meetings of the Working Group will be held to review and address the proposal for the shared service/opportunity. Additional meetings may be scheduled as necessary.

B.9 BUDGET

Operating costs shall be borne by each municipality.

B.10 PUBLIC PARTICIPATION

All Working Group meetings are open to the public. Members of the public are not permitted to participate in Working Group discussions but may appear as a delegation before the Working Group. Delegations shall be for a maximum of 10 minutes, unless otherwise agreed to by the Working Group. Those wishing to appear as a delegation at a Working Group meeting must so advise the Working Group’s administrative support a minimum of five (5) working days prior to the meeting.

B.11 DELIVERABLES

The deliverables shall be determined by the Working Group based on an assessment of the supporting information required to complete the **Shared Service Review** in **Appendix 1** of the **Protocol for Regional Collaboration Bylaw**.

B.12 REPORTING

The minutes from meetings shall be prepared by the administrative staff of the Working Group Chair’s municipality and shall be shared with the ICC.

B.13 REVIEW OF THE TERMS OF REFERENCE

This TOR shall be in effect for the Working Group unless the Working Group indicates otherwise. The TOR may be amended at any time by the Working Group.

B.14 DISSOLUTION OF THE WORKING GROUP

The Working Group shall be dissolved when an agreement for the proposed shared service is established and approved by the Councils of the participating municipalities involved in the Working Group or the Councils have decided not to proceed with the proposal as per the requirements in the Protocol for Regional Cooperation Bylaw.



SCHEDULE C – DISCUSSION PROTOCOLS

The following discussion protocols have been developed for the ICC and Working Groups established by the ICC to:

1. Respect the jurisdictional autonomy of each participating municipality;
2. Promote respectful and meaningful dialogue;
3. Establish consistency in meeting discussions and decision making processes; and
4. Seek consensus (where possible) on issues of regional or intermunicipal significance;

C.1 PARTICIPATING MUNICIPALITIES

The participating municipalities and the discussions and negotiations flowing from it are the Town of Smoky Lake, the Village of Waskatenau, the Village of Vilna, and Smoky Lake County (the participating municipalities).

C.2 DECISION MAKING AUTHORITIES

The participating municipalities acknowledge and agree that any issue agreed to in discussions/negotiations is an agreement in principle that is subject to approval by the Councils for the participating municipalities.

C.3 AGREEMENT TO NEGOTIATE

The participating municipalities agree that they will participate in good faith to discuss and negotiate ways to cooperate more effectively together while taking into account the interests of each municipality.

C.4 RIGHT TO INDEPENDENT AGREEMENTS

The participating municipalities acknowledge the right of any participating municipality to enter into agreements with one or more of the participating municipalities when it cannot be demonstrated that there is regional benefit to entering into an agreement with all participating municipalities. The participating municipalities then agree to support agreements between some rather than all of the participating municipalities.

C.5 INTERMUNICIPAL COLLABORATION COMMITTEE

The Councils for the participating municipalities have appointed representatives for the purposes of the tasks related to the ICC. If a permanent vacancy occurs, Councils for the respective municipality can appoint another as replacement in their place.

C.6 ROLE OF ADMINISTRATIVE SUPPORT/TECHNICAL ADVISORS

The participating municipalities may invite external consultants and/or administrative support to attend an ICC session with no less than seven days' notice to the other party. In exceptional circumstances the requirement for seven days' notice may be waived by mutual agreement.

When possible, external attendees will be reflected on the meeting agenda.

External consultants and/or administrative support in attendance at a session will be subject to the provisions of the Discussion Protocols.

C.7 RESOLUTION OF ISSUES

The ICC will work to achieve consensus on the issues or package of issues before them. The parties agree that the ICC will own the consensus achieved through the discussion/negotiations and ICC members will represent it to their respective Councils.

For purposes of the discussions/negotiations consensus will be defined as "I can live with it".

C.8 FREEDOM TO SPEAK AND CONFIDENTIALITY

Except as set out elsewhere in these Protocols or unless the parties have specifically agreed to release information, all discussions/negotiations, summary notes of discussions/negotiations and all other records or information generated for the purposes of the discussions/negotiations are to be kept confidential recognizing that:



- Other Council members will be informed about discussions and negotiations during in-camera meetings;
- Communication within the ICC and to Councils and select administrative support may be by electronic means recognizing that such communication is to be treated as confidential if it pertains to the content of the discussions/negotiations and that further dissemination beyond the ICC or Councils and select administrative support by electronic means is not permitted;
- Any information that is in the public domain but not the confidential negotiation discussions about that information, may be used by either party; and
- Disclosure of information associated with the discussions/negotiations can be made to external consultants and/or administrative support. This will only be done on a "need to know basis" and the person(s) will be required to keep all associated information confidential in accordance with these Protocols.

C.9 COMMUNICATION WITH MEDIA

The participating municipalities may agree to prepare and distribute a joint media release at various times throughout the discussions/negotiations. The mayors/reeve of the participating municipalities will act as the spokesperson for each municipality. Key messages to be released to the media and/or to the public will be discussed and finalized at the end of each negotiation meeting as a standing agenda item.

C.10 COMMUNICATION WITH THE PUBLIC

Any consultation, communication or dissemination of information with or to the public will be done jointly. Each party's logos and authorized signatures will be required on each joint communication with the public. Each municipality will act as the distributor for joint communication to their respective residents/ratepayers.

C.11 RECORD KEEPING

At its first meeting one of the parties will agree to appoint a staff member to act as the Recording Secretary for the ICC sessions. The Recording Secretary will provide confidential meeting notes that will summarize the ICC's discussion within ten calendar days of the end of a session. At the conclusion of each session, the Chair will review the items discussed and summarize the consensus achieved or still to be achieved by the ICC on the items discussed. In addition, if any information has been requested during a session, the Chair will outline the requests and specify responsibilities for providing the information requested.

The ICC will indicate their approval of this summary, or provide clarification at the conclusion of the session. The written meeting notes will be reviewed as one of the first orders of business at the next scheduled session.

SCHEDULE D – TOWN OF SMOKY LAKE & SMOKY LAKE COUNTY IDP

Town of Smoky Lake & Smoky Lake County IDP

Smoky Lake County Bylaw No. 1289-16

Town of Smoky Lake Bylaw No. 003-16



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SCHEDULE E – VILLAGE OF VILNA & SMOKY LAKE COUNTY IDP

Village of Vilna & Smoky Lake County IDP

Smoky Lake County Bylaw No. 1290-16

Village of Vilna Bylaw No. 525-16/17



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SCHEDULE F – VILLAGE OF WASKATENAU & SMOKY LAKE COUNTY IDP

Village of Waskatenau & Smoky Lake County IDP

Smoky Lake County Bylaw No. 1304-17

Village of Waskatenau Bylaw No. 662-2017

