Smoky Lake County
Meeting Agenda
Organizational Meeting of County Council
October 21, 2026 - 09:00 AM
In Person - Council Chambers
4612 - McDougall Drive, Smoky Lake, Alberta
Please join using this link:
https://video.businessconnect.telus.com/join/219324220

Call to Order by Chief Administrative Officer.

1. General Government Services*:*

1.1 Election of Chief Elected Official: *MGA – Section 150(1).*

1.1.1 Oath of Office: Chief Elected Official: *MGA – Section 156.*

1.2 Election of Deputy Chief Elected Official: *MGA – Section 152(1).*

1.2.1 Oath of Office: Deputy Chief Elected Official: *MGA – Section 156.*

1.3 Adoption of Agenda: October 21, 2026, County Council Organizational Meeting. *Bylaw 1510-26 Section 8.1.*

1.4 Day, Hour and Place of Regular Council Meetings: *MGA – Section 193(1).*

1.5 Confirmation of Signing Authorities. *Bylaw 1510-26 Section 3.2(e).*

1.6 Appoint Municipal Solicitor(s). *(Reynolds Mirth & Farmer LLP, and Brownlee LLP)*

1.7 Office Closure for Main Office and Public Works on Statutory Holidays and Designated Days: December 28, 2026, to January 1, 2027

2. Council Committee and Board Appointments:

2.1 Agricultural Service Board (ASB): *Bylaw No. 1441-23.*
Two members and two alternates
Re-appoint Producer Members -At-Large: Tori Ponich, Curtis Boychuk, Tamara Flondra

2.2 Agricultural Service Board (ASB) Independent Appeal Panel for Weed Control and Pest Control: *Bylaw No. 1435-23.*
Re-appoint Members-At-Large: Barry Feniak, Norman Schmidt, Robert Semeniuk and
Alternate: Amanda Fisher

2.3 Alberta Bilingual Municipalities Association (ABMA) Liaison: *Policy No. 07-09.*
One member and one alternate

2.4 Alberta Care (Coordinated Action for Recycling Enterprises): *Policy No. 04-11.*
One member and one alternate

2.5 Alberta Lakeland Destination Marketing Organization (DMO) Liaison: *Policy No. 07-08.*
One member and one alternate

2.6 Bellis Board of Trade Liaison: *Policy No. 07-07*.
One member and one alternate

2.7 Citizens-On-Patrol (COP) Liaison Committee: *Policy No. 02-25*.
One member and one alternate *(Same membership appointment as RCMP Committee)*

2.8 Community Futures St. Paul-Smoky Lake Region: *Policy No. 61-06*.
One member and one alternate

2.9 Evergreen Regional Waste Management Commission: *Policy No. 04-12*.
One member and one alternate

2.10 Family and Community Support Services (FCSS) Committee: *Policy No. 05-03*.
All Council members

2.11 Highway 28/63 Regional Water Services Commission: *Policy No. 04-13*.
Two members and two alternates

2.12 Intermunicipal Collaboration Committee (ICC) – Smoky Lake Region: *Bylaw No. 1439-23*.
Two members and one alternate *(Appointment is a four-year term commitment)*

2.13 Intermunicipal Collaboration Committee (ICC) – Lac La Biche County: *Bylaw No. 1359-19*.
All Council members

2.14 Intermunicipal Development Plan (IDP): Town of Smoky Lake + Smoky Lake County *Bylaw No. 1426-22*. Two members and one alternate

2.15 Intermunicipal Development Plan (IDP): Village of Waskatenau + Smoky Lake County *Bylaw No. 1424-22*. Two members and one alternate

2.16 Intermunicipal Development Plan (IDP): Village of Vilna + Smoky Lake County *Bylaw No. 1425-22*. All Council

2.17 Intermunicipal Development Plan (IDP): Lamont County + Smoky Lake County *Bylaw No. 1383-20*. Two members and one alternate

2.18 Intermunicipal Development Plan (IDP): County of St. Paul No.19 + Smoky Lake County Bylaw *No. 1334-19*. Planning and Development Manager and Chief Administrative Officer

2.19 Intermunicipal Subdivision & Development Appeal Board (ISDAB): *Bylaw No. 1447-23*.
Appointment of ISDAB Clerk: Kyle Schole
Re-appoint Members-At-Large: Grant Gillund, Christine Hansen, Gary Henry, Amy Cherniwchan, Jerry Melnyk, Glen Cozicar, Candace Bryks, David Thomas, Margaret Allan Newell and Pat Olchowy

2.20 Lakeland Industry & Community Association (LICA): *Policy No. 62-11*.
One member and one alternate

2.21 Local Assessment Review Board (LARB)
Composite Assessment Review Board (CARB): *Bylaw No. 1417-22*.
Acknowledge appointment of the Capital Region Assessment Services Commission (CRASC)

2.22 Municipal Planning Commission (MPC) – Development Authority: *Bylaw No. 1346-19* All Council members

2.23 North East Muni-Corr Ltd. Committee: *Policy No. 03-19*.
One member and one alternate *(Annual Appointment required)*

2.24 North Saskatchewan Watershed Alliance (NSWA) Liaison: *Policy No. 04-05*.
One member and one alternate

2.25 Northeast Alberta Information HUB Ltd. (Alberta HUB): *Policy No. 61-05*.
One member and one alternate

2.26 Northern Lights Library System (NLLS) Board: *Policy No. 07-04*.
One member and one alternate *(Appointment is a three-year term commitment)*

2.27 Physicians and Health Care Professionals Committee: *Bylaw No.* 1450-23 Reeve and Deputy Reeve as alternate

2.28 RCMP Liaison Committee: *Policy No. 02-14*.
One members and one alternate *(Same membership appointment as Citizens-On-Patrol Committee)*

2.29 Regional Community Development Committee (RCDC): *Bylaw No. 1399-21*.
Two members and one alternate *(Appointment is a four-year term commitment)*
Acknowledge Two Public-At-Large members: Vacant positions

2.30 Regional Emergency Management Advisory Committee: *Bylaw No. 1466-24*.
One member and one alternate

2.31 Regional Fire Rescue Services Advisory Committee: *Bylaw No. 1488-25*.
Two members and one alternate

2.32 RiskPro Management Committee: *Policy No. 14-02*.
Reeve and Deputy Reeve as alternate

2.33 Smoky Lake Agricultural Society Liaison.
One member and one alternate

2.34 Smoky Lake Foundation: *Policy No. 05-06*.
Two members and two alternates

2.35 Smoky Lake Regional Heritage Board: *Bylaw No. 1371-20*.
One member and one alternate
Re-appoint Public-At-Large Members: Noreen Easterbrook, Graham Dalziel, Christine Hansen, and Michelle Wright.

2.36 Sub-division Authority: *Bylaw No. 1345-19*.
Re-confirm appointment of Municipal Planning Services (2009) Ltd. – S. Jane Dauphinee, RPP, MCIP, Principal and Senior Planner

2.37 Ukrainian Twinning Committee: *Bylaw No. 1478-25*.
Two members and one alternate

3. Municipally Controlled Corporation:

3.1 MCC For Smoky Lake Development Corp.
Resolution No. . SLC253-21 -June 8, 2021: authorizing the municipalities to establish and control the corporation
Certified Council resolution and executed "Consent to Act as Director":
November 27, 2025 – Motion 995-25 and January 27, 2026.
Re-confirm Directors to the Corporation: Craig Lukinuk and Lorne Halisky (four-year term appointment)

Adjournment

Request for Decision (RFD)

Meeting Date: October 21, 2026 **Agenda Item: #1.4**
Topic: Day, Hour and Place of Regular Council Meetings
Presented By: Chyenne Shaw, Chief Administrative Officer

Recommendation:
That Smoky Lake County Council establish its regularly scheduled Council meetings on [specified dates or recurring meeting day], commencing at [time], in Council Chambers at the Smoky Lake County Main Office, 4612 McDougall Drive, Smoky Lake, Alberta, for [schedule period], including any exceptions expressly listed in the schedule adopted with this resolution.

Background:
Council is asked to establish the dates, start time and location of its Regular Council meetings for the next organizational year. A confirmed schedule allows Council, Administration and the public to plan attendance and allows Administration to coordinate agenda preparation and reporting deadlines.

Section 193(1) of the Municipal Government Act permits Council to establish regularly scheduled meetings at a Council meeting at which all councillors are present. Bylaw 1510-26, sections 3.2(c) and 4.1, provides for adoption of the meeting schedule at the Organizational Meeting and posting notice at the Municipal Office and on the County website.

Benefits:
Provides a predictable public meeting schedule, supports attendance and gives staff clear timelines for preparing Council materials.

Disadvantages:
A fixed schedule may conflict with conferences, statutory holidays or other commitments. Exceptions and later changes require coordination and applicable notice.

Alternatives
1. Adopt a recurring day, time and place, with specific exceptions.

2. Adopt a calendar listing each meeting date, time and place.

3. Defer the schedule decision to a Council meeting at which all councillors are present.

Financial Implications:
Meeting frequency affects Council remuneration, staff preparation time, meeting support and facility costs. No change in meeting frequency or quantified budget impact is established by the information supplied. Any additional costs must be considered within the approved budget.

Legislation:
Municipal Government Act, section 193: all councillors must be present when establishing the

regular schedule under subsection (1); subsection (3) requires at least 24 hours of notice of a change to the public and any councillor absent when the change was made. Procedural Bylaw 1510-26, sections 3.2(c), 4.1 and, where applicable, 4.2 concerning Department Update Meetings.

Intergovernmental: **N/A**

Strategic Alignment:

Supports Regional Collaboration and Modernization through predictable governance and coordinated scheduling.

Enclosure(s): **N/A**

Signature of the CAO: [redacted]

Request for Decision (RFD)

Meeting Date: October 21, 2026 **Agenda Item: #1.5**
Topic: Confirmation of Signing Authorities
Presented By: Chyenne Shaw, Chief Administrative Officer

Recommendation:
That Smoky Lake County Council confirms the signing authorities established by Policy 01-54, as set out in the attached policy; and authorize Administration to update the County's financial institution records to reflect the current authorized officeholders.

For opening or closing financial accounts, signing cheques, authorizing EFT payments, and signing other agreements and negotiable instruments covered by the policy: the first signature shall be the Reeve or Deputy Reeve; the second shall be the Chief Administrative Officer or, in the CAO's absence, the Director of County Services. All other authorities and requirements remain as specified in the attached policy.

Background:
Section 3.2(e) of Procedural Bylaw 1510-26 requires Council to confirm signing authorities at its Organizational Meeting. The attached Policy 01-54, Version 02, identifies the authorized positions and the circumstances in which they may act.

Benefits:
Maintains financial controls, confirms authorized signatories and provides continuity during the CAO's absence.

Disadvantages: **N/A**

Alternatives: **N/A**

Financial Implications:
No additional spending authority or expenditure is created by confirming signatories. Administrative time is required to update banking mandates and access permissions. Expenditures remain subject to approved budgets, purchasing requirements and applicable delegations.

Legislation:
Municipal Government Act, sections 213 and 270; Procedural Bylaw 1510-26, section 3.2(e); Policy 01-54, Version 02. The policy also references Chief Administrative Officer Bylaw 1452-23 and Purchasing Guidelines Policy 08-16. Statutory execution requirements continue to apply to the relevant document type.

Intergovernmental: **N/A**

Strategic Alignment:

Request for Decision (RFD)

Supports Regional Collaboration and Modernization and Economic Development and Financial Sustainability through consistent authority and financial accountability.

Enclosure(s):

1. **Policy 01-54 Signing Authority,**

Signature of the CAO: __ [redacted]

Smoky Lake County Policy

Title:	**Signing Authority**		
		Policy #	Version
Category:	Financial Services (FIN)	**01-54**	**02**

LEGISLATIVE REFERENCE:

- Municipal Government Act, RSA 2000, c. M-26, Sections 213 and 270
- Chief Administrative Officer Bylaw 1452-23

PURPOSE:

The purpose of this policy is to clarify who in the organization may sign or authorize which municipal documents.

OBJECTIVE:

To designate signing authorities that support efficient municipal operations, maintain appropriate internal controls, provide continuity during employee absences, and ensure municipal documents are executed by authorized individuals.

DEFINITION:

"Agreement" is a document initiated by a financial institution or other party that requires signatures by the designated signatories.
"CAO means Chief Administrative Officer
"County" means Smoky Lake County.
"Director of County Services" means the employee appointed by Council or the CAO to serve as Director of County Services..
"EFT" means Electronic Funds Transfer payments (digital money transfer to or from bank accounts belonging to another entity)
"Finance Manager" means the employee appointed by the County as the Manager of Finance and responsible for the administration, oversight, and management of the County's financial operations, accounting functions, budgeting processes, financial reporting, and related statutory requirements.

STATEMENT:

The Municipal Government Act provides authority for the Chief Elected Official or another person authorized by Council to sign cheques and other negotiable instruments on behalf of the municipality.
Authority is delegated as follows to sign or authorize the following:

1. Bank accounts and investments
   a) Authority for signing service agreements that open or close financial accounts shall be:
      I. First signature – Reeve or Deputy Reeve
      II. Second signature – CAO, if in the absence of CAO, the Finance Manager or Director of County Services
   b) Authority to transfer funds between County bank accounts shall be:

I. Either the CAO, if in the absence of CAO, the Finance Manager or the Director of County Services
II. The Payroll Clerk may transfer funds between the County General Chequing account and Payroll account.

2. Cheques and EFTs
   a) Authority for signing cheques as well as authorizations for EFT payments shall be:
      I. First signature – Reeve or Deputy Reeve
      II. Second signature – CAO, if in the absence of CAO, the Finance Manager or the Director of County Services

3. Agreements for budgeted expenditures are delegated under Purchasing Guidelines Policy 08-16

4. Other Agreements and negotiable instruments
   b) Authority for signing other agreements and negotiable instruments shall be:
      I. First signature – Reeve or Deputy Reeve
      II. Second signature – CAO, if in the absence of CAO, the Finance Manager or the Director of County Services

5. Minutes of Council Meetings shall be signed in accordance with the Municipal Government Act Section 213(1):
      I. the person presiding the meeting
      II. and the CAO

6. Bylaws shall be signed in accordance with the Municipal Government Act Section 213(3):
      I. The Reeve or Deputy Reeve
      II. and the CAO

	Date	Council Resolution #	Version
Adopted	March 27, 205	373-25	01
Amended	June 25, 2026	Resolution No: 20260625-463	02
Reviewed			

_____

Craig Lukinuk, Reeve

SEAL

_____

Chyenne Shaw

Chief Administrative Officer

Request for Decision (RFD)

Meeting Date: October 21, 2026 **Agenda Item: #1.6**
Topic: Appointment of Municipal Solicitors
Presented By: Chyenne Shaw, Chief Administrative Officer

Recommendation:
That Smoky Lake County Council appoint Reynolds Mirth Richards & Farmer LLP and Brownlee LLP as municipal solicitors for Smoky Lake County, effective upon adoption of this resolution and continuing until Council resolves otherwise, with legal services to be coordinated through the Chief Administrative Officer in accordance with Council direction, applicable County policies and approved budgets.

Background:
Council is asked to confirm the law firms available to provide legal advice and representation to Smoky Lake County. The firms identified for appointment are Reynolds Mirth Richards & Farmer LLP and Brownlee LLP.

The full name Reynolds Mirth Richards & Farmer LLP is used in the proposed resolution to accurately identify the firm referred to in the agenda item as Reynolds Mirth & Farmer LLP.

Appointing two firms provides options where a matter requires particular expertise, availability or an alternative because of a conflict of interest. Individual retainers should identify the matter, scope, responsible lawyer, rates and billing arrangements. This report does not establish new rates, a guaranteed volume of work or an exclusive retainer.

Benefits:
Provides access to legal advice and representation and an alternative firm where availability, expertise or a conflict of interest affects an assignment.

Disadvantages:
Using more than one firm can create duplicate work or inconsistent instructions unless matters and communications are coordinated through the CAO.

Alternatives:
1. Appoint both firms as recommended.
2. Appoint one primary firm and designate the other as an alternate.
3. Defer the appointments pending review of service needs, retainer terms or other firms.

Financial Implications:
Legal fees depend on the matters assigned, lawyer rates, disbursements and applicable taxes. No fee proposal or retainer amount was supplied. Appointment alone does not establish a new budget or approve unbudgeted legal costs. Administration will monitor expenditures and seek further Council authorization where required.

Request for Decision (RFD)

Legislation:
Municipal Government Act, section 180, concerning the exercise of municipal powers by bylaw or resolution, and sections 207–208 concerning the CAO's administrative responsibilities. The appointments are proposed by Council resolution; this report does not characterize annual solicitor appointment as a specific statutory requirement.

Intergovernmental: **N/A**

Strategic Alignment:
Supports Regional Collaboration and Modernization and Economic Development and Financial Sustainability through access to legal advice and coordinated management of legal costs.

Enclosure(s): **N/A**

Signature of the CAO: _[redacted]_

Request for Decision (RFD)

Meeting Date: October 21, 2026 **Agenda Item: #1.7**
Topic: Holiday Closure of the Main Office and Public Works
Presented By: Chyenne Shaw, Chief Administrative Officer

Recommendation:

That Smoky Lake County Council approve closure of the Main Office and Public Works office to routine public business from Thursday, December 24, 2026, from 12:00 p.m. through Friday, January 1, 2027, inclusive, with regular office service resuming Monday, January 4, 2027; and direct the CAO to arrange emergency and essential operational coverage and publish the closure dates and emergency contact information. Employee pay and leave during the closure shall be administered under applicable legislation, existing County policies and employment terms; any additional paid closure days requiring new authorization shall be brought to Council before implementation.

Background:

The proposed closure covers five weekdays between Christmas and the first weekend of January. January 1 is New Year's Day, an Alberta general holiday. December 28–31 are not automatically statutory holidays under Alberta employment standards; any recognized Boxing Day observance or additional paid days depends on the County's applicable policies and employment terms.

The requested closure concerns routine office service. Public Works must retain the ability to respond to winter road conditions, snow clearing and urgent infrastructure needs. Closure does not suspend emergency response or other essential services.

Benefits:

Provides clear closure dates for the public and supports advance staff scheduling while preserving essential service coverage.

Disadvantages:

Routine in-person service will be unavailable.

Alternatives:

1. Approve the closure with essential coverage and pay administered under existing terms.
2. Keep offices open on non-holiday weekdays using scheduled staff coverage.
3. Approve a shorter closure or return with an explicit proposal for additional paid closure days.

Financial Implications: **N/A**

Legislation:

Employment Standards Code and applicable general holiday requirements; existing County personnel policies and employment terms. Christmas Day and New Year's Day are Alberta general holidays. Boxing Day is an optional holiday that an employer may recognize. Office closure alone

does not determine an employee's holiday pay or leave entitlement.

Intergovernmental: **N/A**

Strategic Alignment:
Supports Service Delivery and Community Wellbeing through essential service continuity and Workforce Development and Succession Planning through advance staff coverage planning.

Enclosure(s): **N/A**

Signature of the CAO: [redacted]

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1441-23

BEING A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA TO ESTABLISH AN AGRICULTURAL SERVICE BOARD

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WHEREAS, Section 145 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 authorizes Smoky Lake County Council to pass bylaws relating to the establishment and function of Council Committees and other bodies;

AND WHEREAS, the *Agricultural Service Board Act,* R.S.A. 2000, Chapter A-10, authorizes Council to pass a bylaw to establish an Agricultural Service Board;

AND WHEREAS, Smoky Lake County Council deems it desirable and necessary to establish an Agricultural Service Board;

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

PART ONE: TITLE

1.1 This Bylaw shall be cited as the **"Agricultural Service Board Bylaw"**.

PART TWO: PURPOSE

2.1 The purpose of this Bylaw is to establish the Agricultural Service Board and to provide that the Agricultural Service Board will act as an advisory body and will assist County Council and Ministry in matters of mutual concern.

PART THREE: DEFINITIONS

3.1 **"Act":** means the *Agricultural Service Board Act,* RSA 2000, c-A-10, and successive Acts and amendments thereto.

3.2 **"Board":** means the Smoky Lake County Agricultural Service Board.

3.3 **"Council":** means the Reeve and Councillors duly elected in the Smoky Lake

3.4 **"Councillor":** is a Member duly elected as a Councilor as defined in the *Municipal Government Act.*

3.5 **"County":** means the geographic area contained within the boundaries of the municipality of Smoky Lake County.

3.6 **"Meeting":** means an Agricultural Service Board meeting.

3.7 **"Member":** means a member of Council of the Agricultural Service Board.

3.8 **"Annual General Meeting":** means an annual Meeting of the Board to appoint the Chair and Vice Chair.

3.9 **"Procedural Bylaw":** means the Bylaw governing Council and Council committee meetings as adopted by Council from time to time.

PART FOUR: ESTABLISHMENT OF THE AGRICULTURAL SERVICE BOARD

4.1 The County's Agricultural Service Board is hereby established.

PART FIVE: MEMBERSHIP, TERM AND RENUMERATION

5.1 Members of the Board shall be appointed by Council and shall consist of two (2) Council members and three (3) Producer Members-at-Large.

5.2 Annually, at the first Board meeting following the County Organizational Meeting, the majority of the members of the Board shall elect a Council member to act as a Chairperson and a second Council member to act as Vice-Chairperson for the Board.

5.3 Members of the Board shall be renumerated as per the rate set by County Council annually at the County Organizational Meeting and paid meals and mileage at the same rate as stated in the Council Renumeration and Expenses Policy.

PART SIX: QUORUM & VOTING

6.1 Three voting members of the board shall constitute quorum.

6.2 All decisions of the Board shall be determined by a simple majority vote.

6.3 A person who is a member of the Board ceases to be a member if without being authorized by a resolution of the Board, he/she is absent from 3 consecutive regular meetings of the Board.

PART SEVEN: MEETINGS AND CONDUCT OF BUSINESS

7.1 The Board shall adhere to the County's Procedural Bylaw, as applicable.

7.2 In the absence of any applicable provisions of the Procedural Bylaw, the Board may establish its own procedure.

7.3 The Board shall meet a minimum of three (3) times per year, or at the call of the Chair.

7.4 If a meeting is not required or additional meetings are necessary, they will be at the call of the chair.

7.5 The Chairperson and in his or her absence the Vice-Chairperson shall preside at Board meetings and carry out the following duties:

7.5.1 Represent the Board at official functions with approval,

7.5.2 Speak to Board related items that arise during Council or other meetings, including bringing forward Board recommendations that require Council approval.

7.5.3 Communicate with the Agricultural Fieldman or designate regarding Board agenda items.

PART EIGHT: FUNCTIONS AND DUTIES

8.1 The Board shall:

8.1.1 exercise on behalf of Council all the powers and perform all the duties that are conferred on it by Council under the *Agricultural Service Board Act,* RSA 2000, c. A-10 or any other Act with respect to agricultural matters.

8.1.2 act as an advisory body and assist the Council and the Minister, in matters of mutual concern.

8.1.3 advise on and help organize and direct weed and pest control and soil and water conservation programs.

8.1.4 assist in the control of animal disease under the *Animal Health Act.*

8.1.5 promote, enhance and protect viable and sustainable agriculture with a view to improving the economic viability of the agricultural producer.

8.1.6 promote and develop agricultural policies to meet the needs of the municipality.

8.2 Decision making authority rests with the Board within the approved Board budget.

PART NINE: FUNDING

9.1 The budget will be prepared by the Board and approved by Council prior to December 31st of the calendar year.

PART TEN: AGENDA AND MINUTES

10.1 Preparation and distribution of meeting agendas and minutes will be the responsibility of administrative support assigned to carry out this function.

10.2 Board minutes act as a board report to Council and are provided for Council approval.

PART ELEVEN: ADMINISTRATION

11.1 The Agricultural Fieldman shall act as an administrative officer to the Board in carrying out the functions, duties and powers of the Board.

11.2 The Producers-at-Large as members appointed to the Agricultural Service board have a fiduciary responsibility to Smoky Lake County to act in good faith, not disclose confidential information and due diligence of care in managing of the business relating to all agricultural matters.

11.3 **REPEAL and EFFECTIVE DATE**

That Bylaw No. 1357-19 is hereby repealed.

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

Read a First time this 27th day of April, 2023.

Read a Second time this 27th day of April, 2023.

Read a Third and Final time this 27th day of April, 2023 and finally passed.

[redacted]
REEVE

S E A [redacted]
CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1435-23

A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BEING A BYLAW OF SMOKY LAKE COUNTY TO ESTABLISH THE AGRICULTURAL SERVICE BOARD INDEPENDENT APPEAL PANEL FOR WEED CONTROL ACT AND PEST CONTROL FOR SMOKY LAKE COUNTY.

WHEREAS the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended or repealed and replaced from time to time, provides the Council of Smoky Lake County the authority to pass bylaws respecting enactments other the *Municipal Government Act*.

WHEREAS Section 19 of the *Weed Control Act*, as amended or repealed and replaced from time to time, provides the Council of Smoky Lake County the authority to establish an Agricultural Service Board Independent Committee Appeal Panel to hear and determine appeals related to the *Weed Control Act*.

AND WHEREAS, Section 14(5) of the *Agricultural Pest Act* states that a local authority at the beginning of each calendar year appoint a committee to hear and determine appeals under this section and on a receipt of a notice of appeal a local authority shall refer the appeal to that committee.

on a person under section 4, that person may appeal the notice to the appeal committee appointed for the municipality in which the land is located by serving on the local authority for the municipality a notice of appeal.

NOW THEREFORE the Council of Smoky Lake County, in the Province of Alberta, hereby enacts as follows:

1. This Bylaw may be cited as the **"Agricultural Service Board Independent Appeal Panel for Weed Control and Pest Control".**

2. **DEFINITIONS**

2.1 "**Acts"** means the *Weed Control Act*, and *Agricultural Pest Act* Revised Statutes of Alberta 2008, Chapter W-5.1, as amended from time to time.

2.2 **"Appellant"** means a person who, pursuant to the Act, has served a Notice of Appeal, with reasons, with the Agricultural Service Board Appeal Board for Weed and Pest Control in accordance to the Act.

2.3 **"Chief Administrative Officer"** means the chief administrative officer of the municipality appointed under the *Municipal Government Act.*

2.4 **"Council"** means the municipal Council of Smoky Lake County.

2.5 **"Member at Large"** means a member or members of the public appointed to the Board by Council, pursuant to this Bylaw. Members at Large should be familiar with current agricultural practices.

2.6 **"Municipality"** means Smoky Lake County formed under the *Municipal Government Act.*

2.7 **"Panel"** means the Smoky Lake County Agricultural Service Board Independent Appeal Panel.

3. ESTABLISHMENT AND MEMBERSHIP

3.1 The Agricultural Service Board Independent Appeal Panel for Smoky Lake County is hereby established.

3.2 The Panel shall deal with Agricultural Service Board Appeals regarding Weed and Pest Control in accordance with the provisions of the *Weed Control Act, Agricultural Pest Act* and this Bylaw.

3.3 The Panel shall consist of three (3) Members at Large appointed by Council resolution. The Council shall appoint a minimum of one (1) Member at Large to serve as alternates on the Panel in the event a Member is unavailable or otherwise cannot hear the Appeal.

3.3.1 No member of the Agricultural Service Board can be a member of the Independent Appeal Panel.

3.4 Each Member shall be appointed annually at the County Council Organizational Meeting or from time to time should vacancies occur.

3.5 No person who is an elected officer or an employee of the County shall be appointed as a member of the Panel.

3.6 Any Member of the Panel may be removed by resolution of Council.

4. CHAIRPERSON AND VICE-CHAIRPERSON

4.1 The panel shall elect from its' membership the Chairperson and Vice-Chairperson, and those elections shall occur at the first hearing following Council's Organizational Meeting.

4.2 A Member may be re-elected to the position of Chairperson or Vice-Chairperson.

4.3 The Chairperson:

4.3.1 shall preside at the hearings of the Agricultural Service Board Independent Appeal Panel.

4.3.2 shall ensure that all Appeals for the Panel are conducted in a fair and impartial manner, in accordance with the rules for such Appeals as set out in the Acts or established by Council from time to time.

4.3.3 is authorized to rule that evidence presented at an Appeal Panel is irrelevant to the matter in issue and to direct the Members to disregard the evidence.

4.4 In the event of absence or inability of the Chairperson to preside at a Meeting, the Vice-Chairperson shall preside.

5. OPERATION OF THE APPEAL PANEL

5.1 The Appeal Panel shall hold hearings as necessary to consider and decide upon Appeals filed with the Municipality, in accordance with the requirements of the Act. Quorum will be 3 members-at-large on each Appeal.

5.2 A Member who for any reason is unable to attend the whole of the Hearing of an Appeal, shall not participate in the Panel's deliberations or the decision made by the Panel on that Appeal.

5.3 If a Member has any interest, whether direct or indirect, in any matter before the Panel, the Member shall declare such interest to the Panel before discussion of the matter, and shall not participate in the Hearing, or discuss or vote upon the matter, and such abstention shall be recorded in the minutes. In this event the alternate will sit in.

5.5 Any decision issued by the Panel shall be signed on its behalf by the Chairperson.

6. FEES AND EXPENSES

6.1 Members of the Panel shall be renumerated as per the rate set by County Council annually at the County Organizational Meeting and paid meals and mileage at the same rate as stated in the Council Renumeration and Expenses Policy.

7. APPEALS

7.1 Subject to Sections 17(1) and Section 19 of the *Weed Control Act*, Section (13) and Section (14) of the *Agricultural Pest Act* the Agricultural Service Board Independent Appeal Panel hears appeals regarding to Weed Control and Pest Control for Smoky Lake County:

7.1.1 Persons given an inspector's notice, municipality's notice or debt recovery notice, in accordance with the regulations.

7.1.2 Panel may confirm, reverse, or vary the inspector's notice, municipality's notice or debt recovery notice.

provided appeals from the Applicant are received within the required time and in the manner indicated in the Act.

7.2 The Panel shall hold an Appeal Hearing respecting any Appeal within five (5) working days of receipt of the Notice of Appeal.

7.3 The Panel shall give no less than twenty-four (24) hours' notice in writing of the Appeal Hearing to:

7.3.1 the Appellant;

7.3.2 the Authority or Inspector who is the subject of the appeal;

7.3.3 the owners required to be notified, if other than the Appellant of the land;

7.4 In accordance to the Act, the Committee Panel shall hear:

7.4.1 The Appellant or any person action on his/her behalf.

7.4.2 The Authority or Inspector whose Order or Decision the appeal is made or a person acting on behalf of the Authority.

7.4.3 Any other person who was served notice of the Hearing and who wishes to be heard or a person acting on his/her behalf.

7.4.4 Any other person who claims to be affected by the Order or Decision and the Panel agrees to hear or person acting on behalf of that person.

7.5 The Panel shall hold all Appeal Hearings in public, but the Panel may recess the Hearing at any time and deliberate in private.

7.6 Electronic or similar record devices shall not be used during the Hearings by anyone in attendance.

8. APPEALS DECISIONS

8.1 In determining an Appeal, the Panel:

8.1.1 shall comply with the Weed Control Act established.

8.1.2 shall comply with the Weed Control Regulations established.

8.1.3 shall comply with the Pest Control Act established.

8.1.4 shall comply with the Pest Control Regulations established.

8.1.5 shall comply with the By-Laws of Smoky Lake County;

8.1.6 shall have regard for but not be bound by the Weed or Pest Control Regulations established.

8.2 The Panel may confirm, rescind or vary the Notice or Decision.

8.3 The Panel must give its Decision in writing, together with reasons for the Decision, within forty-eight (48) hours after concluding the Hearing.

8.4 The Chief Administrative Officer shall send a copy of the decision together with the written reasons, if any, to the appellant by certified or registered mail or have the copy of decision hand delivered to the appellant.

9. GENERAL

9.1 The Chairperson of the Committee Panel, may make a verbal announcement of the Decision on an Appeal at the conclusion of the Panel's deliberations, but in that event shall notify the parties that the verbal decision is not final and binding, and that the parties should not act upon it until the Decision has been written and signed.

9.2 The Committee Panel shall make and keep a written record of its proceedings which may be in the form of a summary of the evidence presented at the Hearing.

9.3 In the event that an Appellant withdraws his/her appeal, the Panel will not proceed with the Hearing.

10. SEVERABILITY

Should any provision of this Bylaw be invalidated by any means, then the invalid provision shall be severed and the remaining provisions of this Bylaw shall be maintained and in full effect.

11. REPEAL AND EFFECTIVE DATE

That Bylaw No. 1411-22 is hereby repealed.

That this Bylaw comes into effect on the date of final passing.

READ A **FIRST TIME** IN COUNCIL THIS **27th** of **April**, 20**23**.

READ A **SECOND TIME** IN COUNCIL THIS **27th** of **April**, 20**23**.

READ A **THIRD AND FINAL TIME** IN COUNCIL THIS **27th** of **April**,20**23**

_____
Lorne Halisky
Reeve

S E A L

_____
Gene Sobolewski
Chief Administrative Officer

SMOKY LAKE COUNTY

Title: Alberta Bilingual Municipalities Association (ABMA) - Liaison Committee Terms of Reference		Policy No.: 09-01
Section: 07	Code: P-S	Page No.: 1 of 2

Legislation Reference:	Alberta Provincial Statutes

Purpose:	To establish the Alberta Bilingual Municipalities Association (ABMA) Liaison Committee under Recreation and Culture Services, and allow for appointments to be made to the Committee at the County's Organizational Meeting

Policy Statement and Guidelines:

1. STATEMENT:

1.1 The Alberta Bilingual Municipalities Association (ABMA) is an initiative that began in November 2010 and is modeled after the Association of Manitoba Bilingual Municipalities (AMBM).

ALBERTA BILINGUAL MUNICIPALITIES ASSOCIATION / ASSOCIATION BILINGUE DES MUNICIPALITÉS DE L'ALBERTA

1.1.1 **ABMA Mission**: Our mission is to advocate for economically vibrant, sustainable, bilingual communities through a collaborative network of municipalities.

1.1.2 **ABMA Vision**: To unite municipalities by promoting their prosperity through bilingualism.

1.2 Originally known as the "Concerto Network", the ABMA brings together Alberta municipalities that wish to highlight the added value of bilingualism for sustainable economic development. Its economic, social, and cultural contributions help increase the influence of these communities. The Concerto Network became ABMA in the spring of 2017.

1.3 Smoky Lake County is a member of ABMA.

2. MEMBERSHIP:

2.1 Two Elected Officials, may be appointed at the County's Organizational meeting to the Alberta Bilingual Municipalities Association (ABMA) Liaison Committee who will fulfill the duties of a member of the Alberta Bilingual Municipalities Association (ABMA):

2.1.1 one Elected Official shall be appointed as the member; and

2.1.2 another Elected Official shall be appointed as the as alternate member.

2.2 Alternatively, a member of Administration may be appointed at Council's discretion, to fulfil the functions and duties of membership in ABMA as contemplated under this policy.

Title: Alberta Bilingual Municipalities Association (ABMA) - Liaison Committee Terms of Reference		Policy No.: 09-01
Section: 07	Code: P-S	Page No.: 2 of 2

Policy Statement and Guidelines:

3. OBJECTIVE:

3.1 To provide representation of Smoky Lake County on the Alberta Bilingual Municipalities Association (ABMA).

4. MANDATE:

4.1 An appointed member shall:

4.1.1 attend all scheduled Membership meetings and engage in discussion,

4.1.2 share ideas, proposals, and issues with Council for discussion and bring feedback, solutions and/or County perspective back to the ABMA,

4.1.3 inform Council of any events, opportunities, etc., including the implementation of the ABMA Strategic Plan.

	Date	Resolution Number
Approved	January 26, 2023	# 301-23 - Page # 15476
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Alberta Care Committee: Terms of Reference		Policy No.: 11-01
Section: 04	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Alberta Care is a Committee established by County Council under **Environmental Health Services**. Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council.

1.2 One member as alternate.

2. MANDATE:

2.1 Plays a major role in the advancement of recycling and waste management strategies on behalf of its membership, an important landfill goal of Municipal Councils. A concern of Alberta Municipalities is the ongoing changes to environmental legislation, which bring new challenges.

2.2 Brings together diverse interests and coordinates recycling plans and efforts to divert substantial waste from landfills by sharing knowledge and expertise.

	Date	Resolution Number
Approved	October 21, 2010	# 966-10 - Page # 9485
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Alberta's Lakeland Destination Marketing Organization (DMO) - Liaison Committee Terms of Reference		Policy No.: 08-01
Section: 07	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	To establish the Alberta's Lakeland Destination Marketing Organization (DMO) Liaison Committee under Recreation and Culture Services and allow for appointments to be made to the Committee at the County's Organizational Meeting.

Policy Statement and Guidelines:

1. STATEMENT:

1.1 The Alberta's Lakeland Destination Marketing Organization (DMO), was incorporated as a non-profit organization in 1996 as the "Heart of the Lakeland Destination Marketing Organization" and then rebranded to "Alberta's Lakeland Destination Marketing Organization (DMO)" and in 2017 and is also publicly known as "Travel Lakeland". TRAVEL LAKELAND

Smoky Lake County is a paid member of the Alberta's Lakeland DMO through a yearly membership fee that varies based on a per capita; and as a paid member, there is an opportunity to sit on the Alberta's Lakeland DMO Board of Directors.

2. MEMBERSHIP:

2.1 Two Elected Officials shall be appointed at the County's Organizational meeting to the Alberta's Lakeland Destination Marketing Organization (DMO) Liaison Committee who will fulfill the duties of a member of the Alberta's Lakeland DMO Board of Directors:

2.1.1 one Elected Official shall be appointed as the member to the Board of Directors; and

2.1.2 another Elected Official shall be appointed as the as alternate member.

3. OBJECTIVE:

3.1 To provide representation of Smoky Lake County on the Alberta's Lakeland DMO Board of Directors.

4. MANDATE:

4.1 An appointed member shall:

4.1.1 attend all scheduled Board meetings and engage in discussion,

4.1.2 share ideas, proposals and issues with Council for discussion and bring feedback, solutions and/or County perspective back to the Board,

4.1.3 inform Council of events, attractions and activities in tourism, acting as a liaison between Travel Alberta, stakeholders, and tourism operators within Alberta's Lakeland region.

	Date	Resolution Number
Adopted	December 14, 2022	# 182-22 - Page # 15433
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Bellis Board of Trade Liaison Committee: Terms of Reference		Policy No.: 07-01
Section: 07	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Bellis Board of Trade is listed under the **Recreation & Cultural Services.** **Bellis Board of Trade** was incorporated on June 30, 1955 as a federal corporation registered under Corporations Canada. Corporation Number 1724. Bellis Board of Trade is governed under the Boards of Trade Act and is a voluntary association of people interested in promoting the welfare of the Hamlet of Bellis and its surrounding area. Appointment held annually at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council.

1.2 One member as alternate.

2. OBJECTIVE:

2.1 Committee member as a Liaison representative appointed to establish networking opportunities to work together to support the economic interests within the Hamlet of Bellis and surrounding area.

3. MANDATE:

3.1 Participate as a liaison member to the Board of Directors to interact by providing support and information to the Bellis Board of Trade's network, wherever possible.

3.2 Attend scheduled meetings, share all communications, and information with Council.

	Date	Resolution Number
Approved	December 16, 2021	# 196-21 - Page # 14922
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Citizens-On-Patrol (C.O.P.) Liaison Committee: Terms of Reference		Policy No.: 25-01
Section: 02	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Citizens-On-Patrol (C.O.P.) **Liaison** Committee is a Committee established by County Council under **Protective Services**. Appointments to the Committee are made at the County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 The Councillors who are appointed to the Citizens on Patrol (C.O.P.) Liaison Committee are to be the same as the members appointed to the RCMP Liaison Committee:

- One Councillor appointed as a Member, and
- Another Councillor appointed as the Alternate Member.

2. MANDATE:

2.1 Citizens on Patrol (C.O.P.) is a volunteer organization registered under the Alberta Citizens-On Patrol Association.

2.2 The main goal of C.O.P. is to act as the extended eyes and ears of the local law enforcement agencies. This goal is achieved by observation, documentation and reporting of any suspicious activity as observed through patrolling by vehicle, on foot, by bicycle or other means as approved. C.O.P. members are educated about crime prevention and community safety and have an increased awareness of suspicious and dangerous activities. C.O.P. groups ensure that their members are trained in using safe practices at all times.

2.3 Smoky Lake County provides liaison support for the C.O.P. to be a presence in the region in an effort to build a safer community and uniting citizens to participate in community-based crime prevention initiatives while co-operating with the local law enforcement agencies.

	Date	Resolution Number
Approved	October 24, 2019	# 70-19 - Page # 13851
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Community Futures St. Paul-Smoky Lake Region Board Appointment: Terms of Reference		Policy No.: 06-02
Section: 61	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	To authorize the appointment of a Smoky Lake County Council Member to the Community Futures St. Paul-Smoky Lake Region's Board of Directors.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 Community Futures St. Paul-Smoky Lake Region's Articles of Association outlines the members/shareholders as follows:

Town of Elk Point,	2 Members
County of St. Paul,	2 Members
Town of St. Paul,	1 Member
Town of Smoky Lake,	1 Member
Village of Vilna,	1 Member
Whitefish Lake First Nation #128,	1 Member
Smoky Lake County,	2 Members
Village of Waskatenau,	1 Member

1.2 Members/shareholders have the opportunity to appoint members to the Community Futures St. Paul-Smoky Lake Region's Board of Directors, who can be a municipal Councillor or member at large appointed by the respective member/shareholder. Should any local government bodies decide to not appoint a member, the Board of Directors shall recruit for members within the Region to ensure a well-balanced representation of the Region.

1.3 Smoky Lake County shall, at each County Organizational Meeting (or as required) elect one member of Council who is already appointed to Regional Community Development Committee (RCDC), to be considered for appointment to the Community Futures St. Paul-Smoky Lake Region's Board, as per Section 1.2.

2. MANDATE:

2.1 Community Futures St. Paul-Smoky Lake Region is a non-profit organization that is dedicated to building an economically diverse future for the community, who provides training, guidance, and financial support for small business owners by connecting them with the right kind of support to help them grow their rural small business from a simple idea to a successful company.

	Date	Resolution Number
Approved	October 21, 2010	# 975-10 - Page # 9489
Amended	June 23, 2022	# 861-22 - Page # 15238
Amended		

SMOKY LAKE COUNTY

Title: Evergreen Regional Waste Management Commission: Terms of Reference		Policy No.: 12-01
Section: 04	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Evergreen Regional Waste Management Commission listed under the **Environmental Health Services**. Evergreen Regional Waste Management Commission established by Ministerial Order No. 011/00 of representatives from municipalities within the County of St. Paul, Town of St. Paul, Town of Elk Point, Smoky Lake County, Town of Smoky Lake, Village of Waskatenau and Village of Vilna. Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council.

1.2 One member as alternate.

2. MANDATE:

2.1 The Commission oversees the management of the regional waste management services within the regions of St. Paul and Smoky Lake.

2.2 Plays a major role in the policy direction in the operation of a Regional Landfill site and transfer stations.

2.3 The Commission is governed by its own Bylaws determined by the Board of Directors.

	Date	Resolution Number
Approved	October 21, 2010	# 967-10 - Page # 9485
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Family and Community Support Services Committee: Terms of Reference		Policy No.: 03-01
Section: 05	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Family and Community Support Services is a Committee established by County Council under **Public Health and Welfare Services.** Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 All members of Council.

2. MANDATE:

2.1 Council acts as a Municipal Authority in providing socially positive programs and services to the community.

2.2 This committee works under the policies and procedures within the framework of the FCSS Act and Regulations.

	Date	Resolution Number
Approved	October 21, 2010	# 969-10 - Page # 9486
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Highway 28/63 Regional Water Commission: Terms of Reference		Policy No.: 13-01
Section: 04	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Highway 28/63 Regional Water Commission is listed under the **Environmental Health Services.** Smoky Lake County governed by Bylaw No. 1177-08 to take necessary action to become a member of the Highway 28/63 Regional Water Commission. Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 Two members of Council.

1.2 Two members as alternates.

2. MANDATE:

2.1 Being a member to explore and provide a regional waterline service from Waskatenau to Spedden within the Smoky Lake County region.

	Date	Resolution Number
Approved	October 21, 2010	# 968-10 - Page # 9486
Amended		
Amended		

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1439-23

BEING A BYLAW OF SMOKY LAKE COUNTY 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, Smoky Lake County; Town of Smoky Lake; Village of Vilna; and Village of Waskatenau are municipalities in a region with some common boundaries;

AND WHEREAS, Smoky Lake County; Town of Smoky Lake; 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 Smoky Lake County 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.
5. This Bylaw repeals Smoky Lake County Intermunicipal Collaboration Framework Bylaw No. 1365-20 and all amendments thereto.
6. This Bylaw shall come into force and effect on the final date of passing thereof.

READ A **FIRST TIME** IN COUNCIL THIS **29th** day of **JUNE**, **2023.**

READ A **SECOND TIME** IN COUNCIL THIS **29th** day of **JUNE**, **2023**.

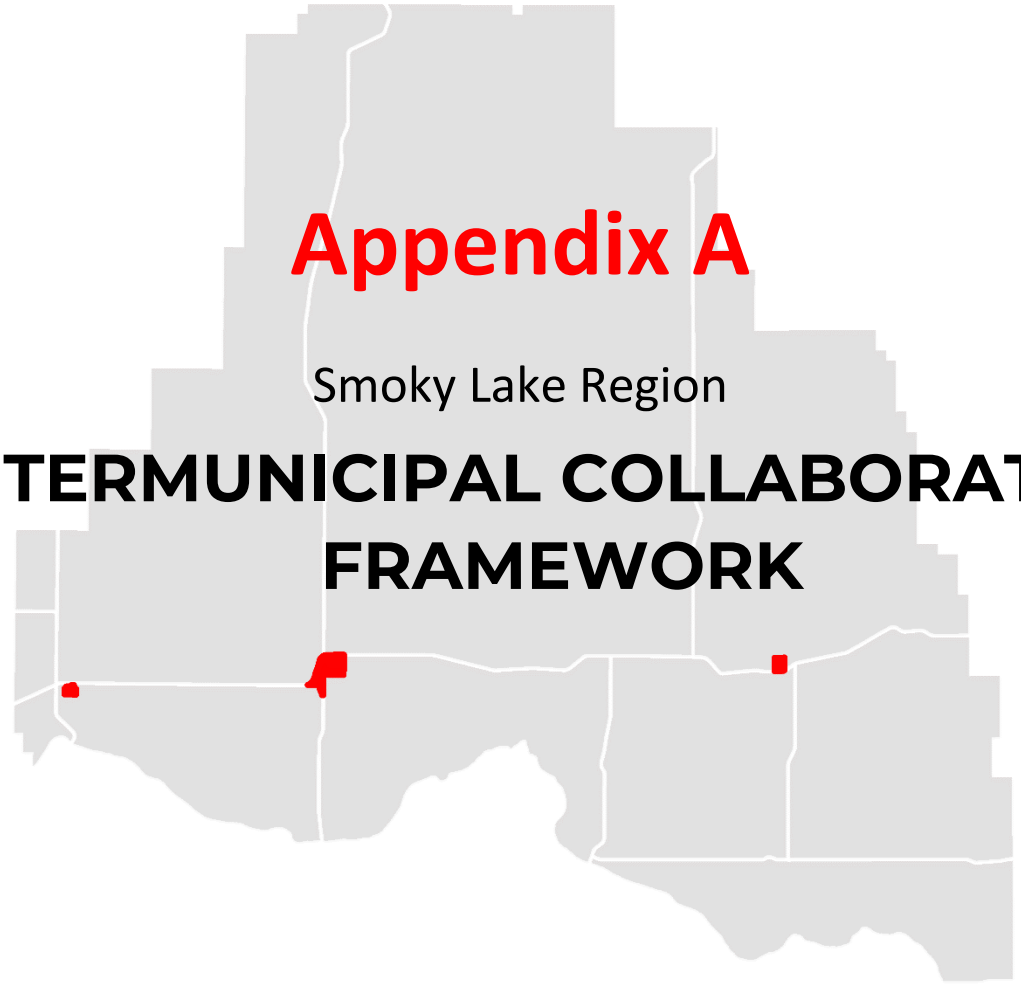
READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 29th** day of **JUNE**, **2023.**

_____
Reeve

S E A L

_____
Chief Administrative Officer

SMOKY LAKE REGION
INTERMUNICIPAL COLLABORATION FRAMEWORK



Appendix A

Smoky Lake Region

INTERMUNICIPAL COLLABORATION FRAMEWORK

June, 2023

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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.

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.

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 scare 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 001-2023
	County Bylaw 1426-22
Village of Vilna & Smoky Lake County IDP	Village Bylaw 584-23
	County Bylaw 1425-22
Village of Waskatenau & Smoky Lake County IDP	Village Bylaw 697-22
	County Bylaw 1424-22

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. 004-2023
Village of Vilna	Bylaw No. 545-19

Village of Waskatenau	Bylaw No. 701-2023
Smoky Lake County	Bylaw No. 1439-23

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.

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 than 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	• 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.
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 7-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

Figure 1. ICF Dispute Resolution Process

If each step in this process is completed within the identified timeline, no processing or decisions will be made by the participating municipalities concerning the area of dispute. If the timeline passes and the communication/action has not completed, the next step shall be initiated.

If, at any point in the dispute resolution process, all of the participating municipalities agree that the dispute has been appropriately resolved:

1. Each Council must pass a motion stating that the dispute has been satisfactorily resolved; and
2. The initiating municipality must give written notice to the other participating municipalities that the dispute has been satisfactorily resolved.

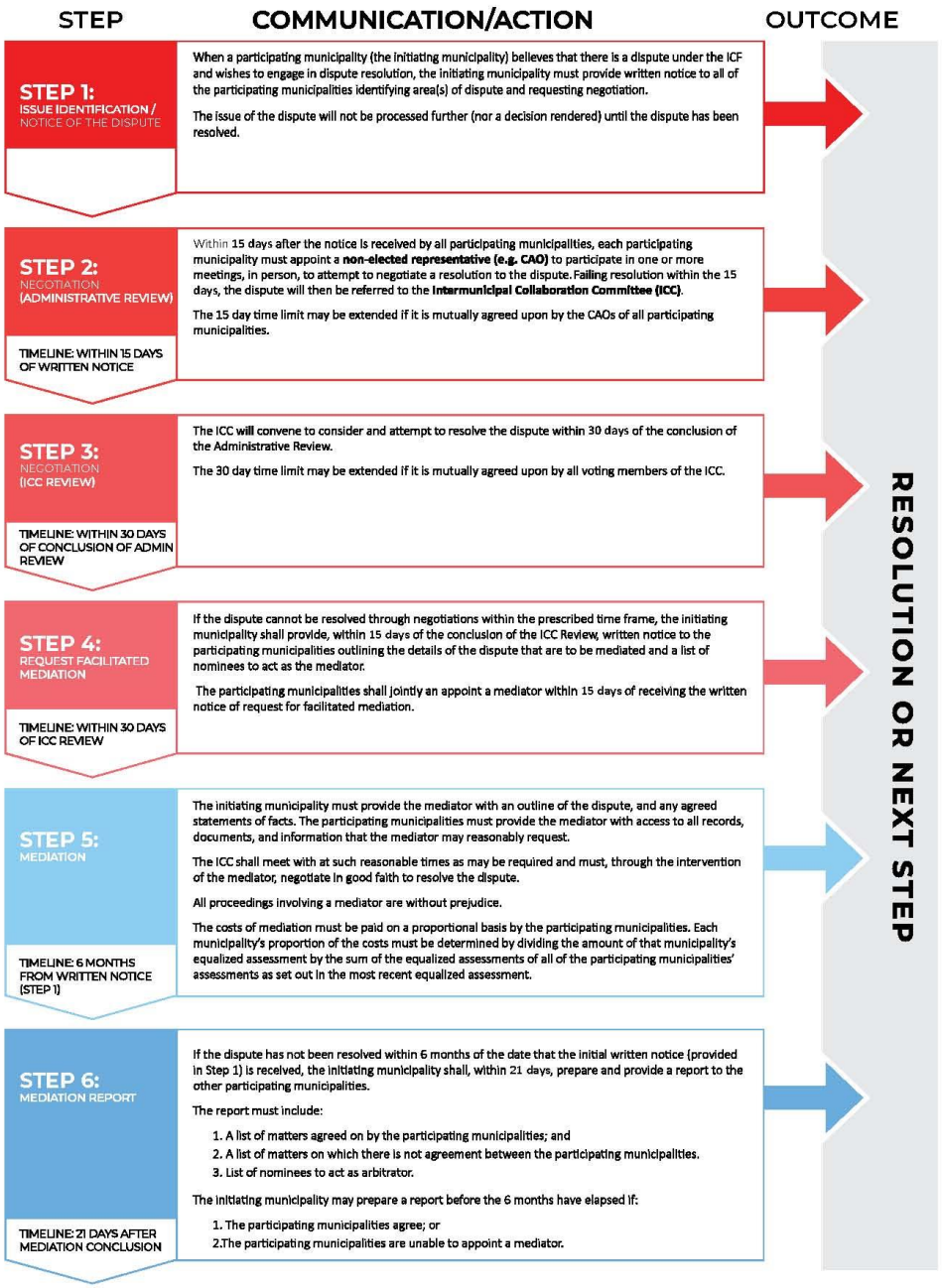
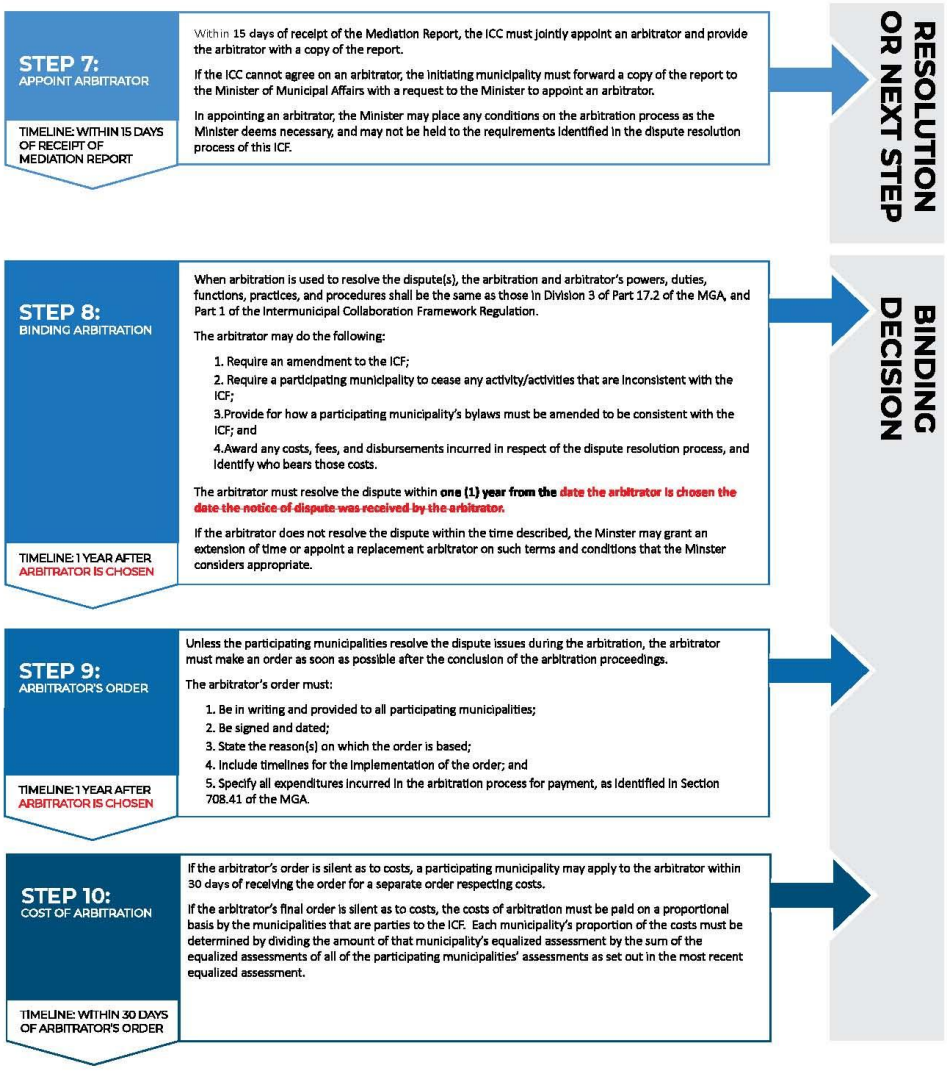


Figure 1. ICF Dispute Resolution Process Continued



6.2.2 SERVICES AND PROJECT AGREEMENTS

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**.

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**.

Figure 2. Service Agreement Dispute Resolution Process

If each step in this process is completed within the identified timeline, no processing or decisions will be made by the participating municipalities involved in the agreement concerning the area of dispute. If the timeline passes and the communication/action has not completed, the next step shall be initiated.

If, at any point in the dispute resolution process, the participating municipalities involved in the agreement agree that the dispute has been appropriately resolved:

1. Each Council (of the participating municipalities involved in the agreement) must pass a motion stating that the dispute has been satisfactorily resolved; and
2. The initiating municipality must give written notice to the responding municipalities that the dispute has been satisfactorily resolved.

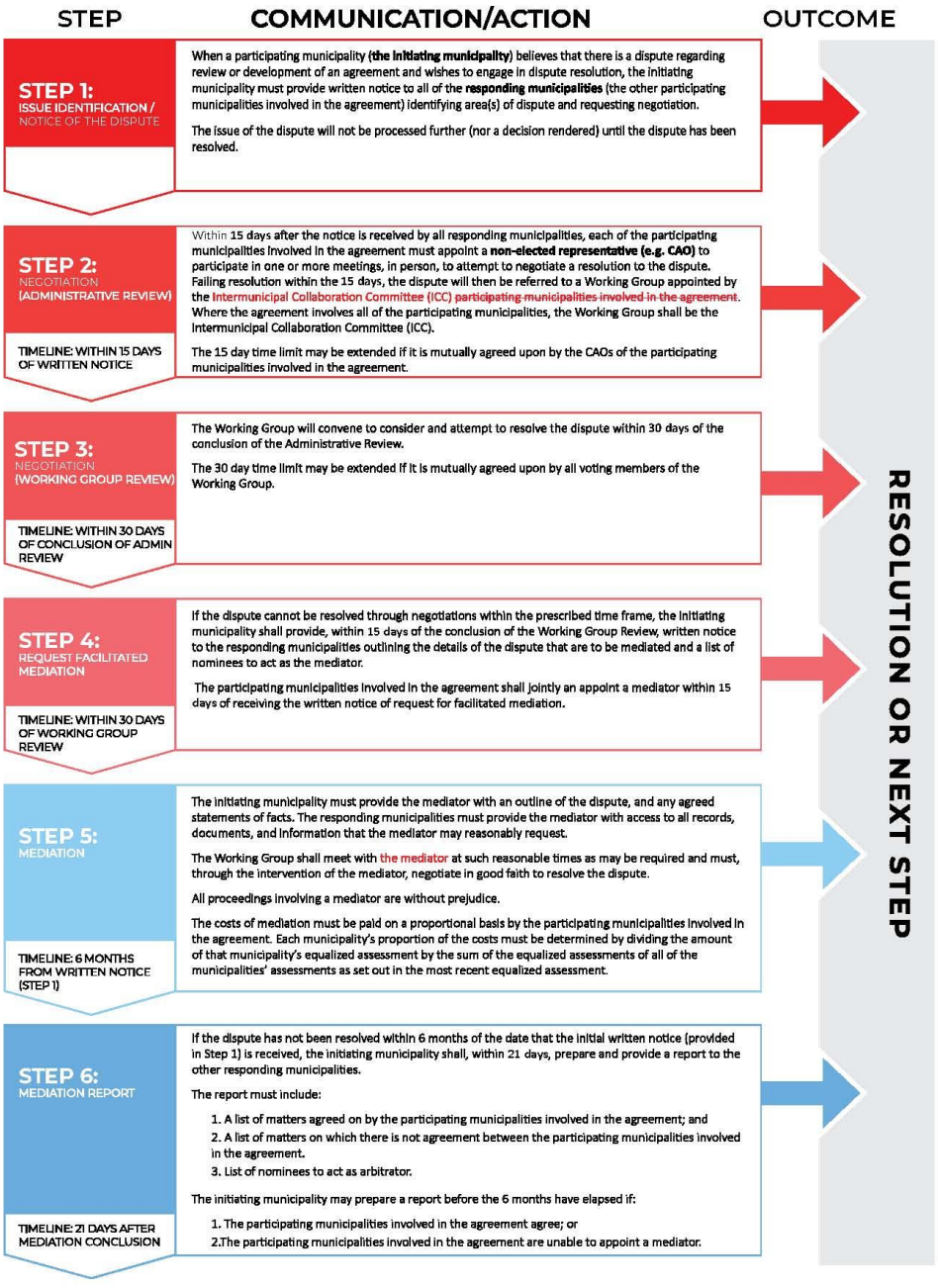
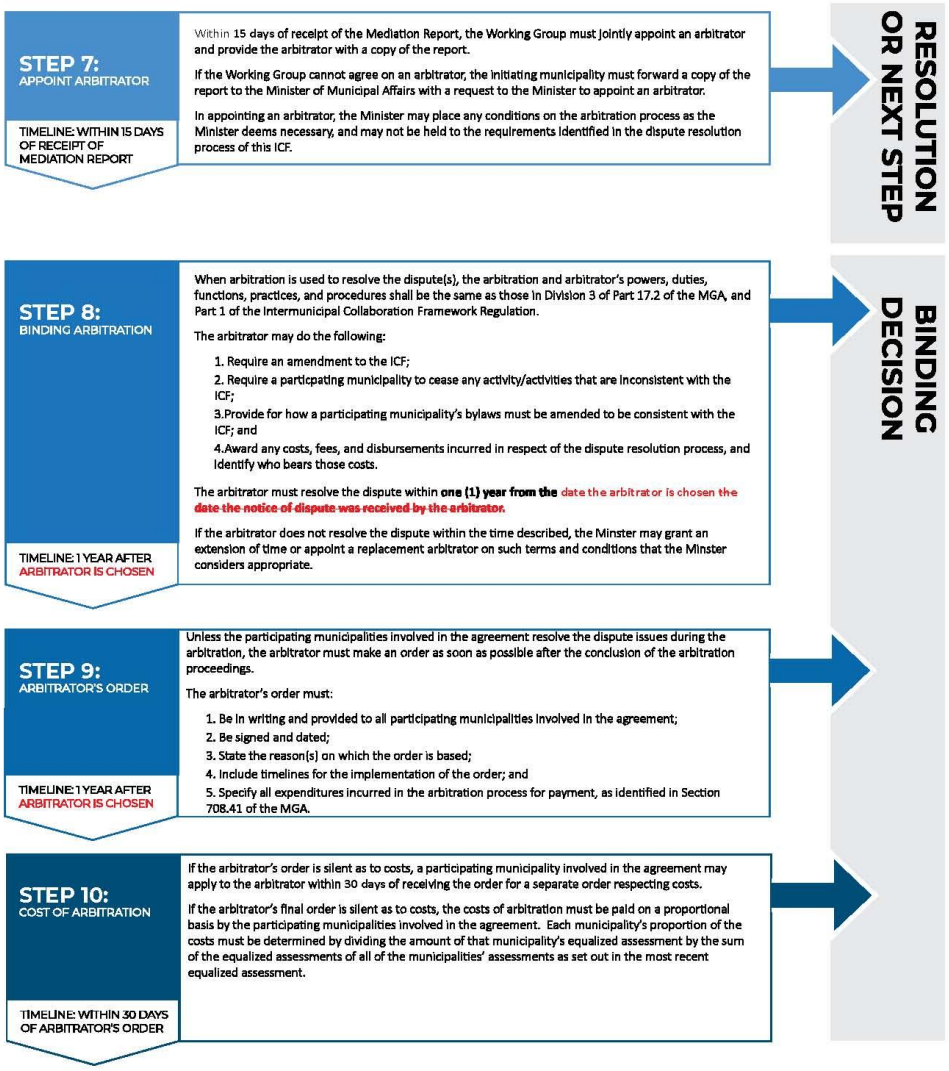


Figure 2. Service Agreement Dispute Resolution Process Continued



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.10COMMUNICATION 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. 1425-23

Town of Smoky Lake Bylaw No. 001-2023

SCHEDULE E – VILLAGE OF VILNA & SMOKY LAKE COUNTY IDP

Village of Vilna & Smoky Lake County IDP

Smoky Lake County Bylaw No. 1426-23

Village of Vilna Bylaw No. 584-23

SCHEDULE F – VILLAGE OF WASKATENAU & SMOKY LAKE COUNTY IDP

Village of Waskatenau & Smoky Lake County IDP

Smoky Lake County Bylaw No. 1424-22

Village of Waskatenau Bylaw No. 697-2022

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1359-19

BEING A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF ADOPTING THE SMOKY LAKE COUNTY AND LAC LA BICHE COUNTY INTERMUNICIPAL COLLABORATION FRAMEWORK.

****

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

AND WHEREAS, pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26 Section 708.29 as amended thereto, establishes the content of a framework that must and may be considered, including identification of the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services provided on an intermunicipal basis will be delivered and funded;

AND WHEREAS, Smoky Lake County and Lac La Biche County share a common border;

AND WHEREAS, Smoky Lake County and Lac La Biche County share common interests and are desirous of working together to provide services to their residents.

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

THAT the **Intermunicipal Collaboration Framework** between **Smoky Lake County** and **Lac La Biche County** be adopted as per the attached ***"Schedule A"*** forming part of this Bylaw.

EFFECTIVE DATE

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

READ A **FIRST TIME** IN COUNCIL THIS **12th** day of **December**, AD **2019.**

READ A **SECOND TIME** IN COUNCIL THIS **12th** day of **December**, AD **2019.**

READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, 12th** day of **December**, AD **2019.**

_____
Reeve

S E A L

_____
Chief Administrative Officer

Municipality	Date/Motion	BYLAW
Smoky Lake County	December 12, 2019 / 155-19	Bylaw No. 1359-19
Lac La Biche County		Bylaw No. 19-028

SCHEDULE "A"

INTERMUNICIPAL COLLABORATION FRAMEWORK

BETWEEN

SMOKY LAKE COUNTY

AND

LAC LA BICHE COUNTY

PREAMBLE

WHEREAS, Smoky Lake County and Lac La Biche County share a common border; and

WHEREAS, Smoky Lake County and Lac La Biche County share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, pursuant to the *Municipal Government Act* stipulates that Municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, be mutual covenant of the Municipalities it is agreed as follows:

PART ONE: DEFINITIONS

1.1 **"Lead Municipality":** means the municipality responsible for administering the agreement.

1.2 **"Municipalities":** means Smoky Lake County and Lac La Biche County.

PART TWO: TERM AND REVIEW

2.1 In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.

2.2 This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.

2.3 It is agreed by the Municipalities that the Councils shall review the Intermunicipal Collaboration Framework at least once every five years, commencing no later than 2024.

PART THREE: INTERMUNICIPAL COOPERATION

3.1 The Councils of each municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

PART FOUR: GENERAL TERMS

4.1 Both Municipalities agree that in consideration of the service agreements outlined in Part Five, any services requiring an agreement will be dealt with on an individual basis.

PART FIVE: MUNICIPAL SERVICES

5.1 Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each municipality will continue to provide the following services to their residents independently:

- **a.** Water and Wastewater
- **b.** Emergency Services
- **c.** Recreation
- **d.** Transportation
- **e.** Solid Waste
- **f.** Affordable Housing
- **g.** Municipal Administration
- **h.** Agricultural Services
- **i.** Animal Control
- **j.** Assessment Services
- **k.** Bylaw Enforcement
- **l.** Information Technology
- **m.** Pest Control
- **n.** Police Services
- **o.** Purchasing/Procurement Services
- **p.** Weed Control

5.2 The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a mutual Aid Fire Agreement between Lac La Biche County and Smoky Lake County dated October 2017. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.

5.3 Intermunicipal Development Plan:

5.3.1 Ministerial Order MSL:047/18 provides an exemption from the requirement to create an Intermunicipal Development Plan where the entire area along the common boundary is composed of federal or provincial crown land, and where all parties to the framework agree to apply the exemption. Given that the entire boundary between the two Counties meets the requirement of the Ministerial Order, the Municipalities agree there is no need for an Intermunicipal Development Plan. In a letter dated October 18, 2018, Municipal Affairs confirmed that the conditions of Ministerial Order MSL:047/18 have been met.

5.4 The Municipalities acknowledge that in addition to the shared service agreements in place between the Counties, they each have independent agreements with other regional partners.

5.5 The Municipalities have reviewed the aforementioned opportunities for collaboration and have determined that there are no appropriate municipal services to be conducted in a shared manner.

PART SIX: DISPUTE RESOLUTION

6.1 The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

6.2 The 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.

6.3 In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:

- **a.** negotiation;
- **b.** mediation; and
- **c.** binding arbitration.

6.4 If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.

6.5 If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.

6.6 Despite Part Six(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.

6.7 A Municipality shall give written notice ("Dispute Notice") to the other Municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Councils of the Municipalities shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.

6.8 If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.

6.9 Either Municipality shall be entitled to provide the other Municipality with a written notice ("Mediation Notice") specifying:

6.9.1 The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and

6.9.2 The nomination of an individual to act as the mediator.

6.10 The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

6.11 Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.

6.12 In the event that:

6.12.1 The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or

6.12.2 The mediation is not completed within sixty (60) days after the appointment of the mediator; or

6.12.3 The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;

either Municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.

6.13 If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other Municipality with written notice ("Arbitration Notice") specifying:

6.13.1 The subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and

6.13.2 The nomination of an individual to act as the arbitrator.

6.14 Within thirty (30) days following receipt of the Arbitration Notice, the other municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating Municipality or provide the name of one arbitrator nominated by that other Municipality.

6.15 The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.

6.16 Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either Municipality may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.

6.17 The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving Municipality's response thereto.

6.18 The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.

6.19 The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.

6.20 The arbitrator's decision is final and binding upon the Municipalities subject only a Municipality's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.

6.21 If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.

6.22 Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.

6.23 If the arbitrator establishes that hearings are open to the public in Section 6.21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.

6.24 The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the Municipalities that are parties to the framework as set out in Part Six (6.25).

6.25 Each Municipality's proportion of the costs must be determined by population. For greater certainty this means the Smoky Lake County would be 20.52% and the Lac La Biche County portion would be 79.48% based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.

6.26 On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

PART SEVEN: CORRESPONDENCE

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

a. In the case of Smoky Lake County to:

Smoky Lake County
c/o Chief Administrative Officer
P.O. Box 310
Smoky Lake, AB T0A 3C0

b. In the case of Lac La Biche County to:

Lac La Biche County
c/o Chief Administrative Officer
P.O. Box 1679
Lac La Biche, AB T0A 2C0

7.2 In addition to Part Seven (7.1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Signatories have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this _____ day of _____, 2019 at _____, Alberta.

SMOKY LAKE COUNTY

_____
Reeve

_____
Chief Administrative Officer

Bylaw Number: 1359-19

Signed this _____ day of _____, 2019 at _____, Alberta.

LAC LA BICHE COUNTY

_____
Mayor

_____
Chief Administrative Officer

Bylaw Number: 19-028

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1426-22

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of adopting an Intermunicipal Development Plan for Smoky Lake County & the Town of Smoky Lake.

****

WHEREAS an Intermunicipal Development Plan has been prepared for the Town of Smoky Lake and Smoky Lake County based on public input and studies of land use, development and other relevant data; and

WHEREAS the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan area may be carried out in an orderly and economic manner;

NOW THEREFORE the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the Municipal Government Act R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. This Bylaw takes effect upon Third Reading by both Councils.
2. Previous Bylaw 1289-16 is rescinded upon adoption of this Bylaw.
3. Smoky Lake County & the Town of Smoky Lake Intermunicipal Development Plan is attached hereto as **Schedule "A"** to this Bylaw is hereby adopted.
4. This Bylaw may be cited as "Smoky Lake County & the Town of Smoky Lake Intermunicipal Development Plan".
5. If any portion of this Bylaw is found to be invalid, the remaining portions remain in effect.
6. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this **14th** day **December, AD 2022.**

[redacted]
REEVE

SEAL

[redacted]
CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this **13th** day of **April, AD 2023.**

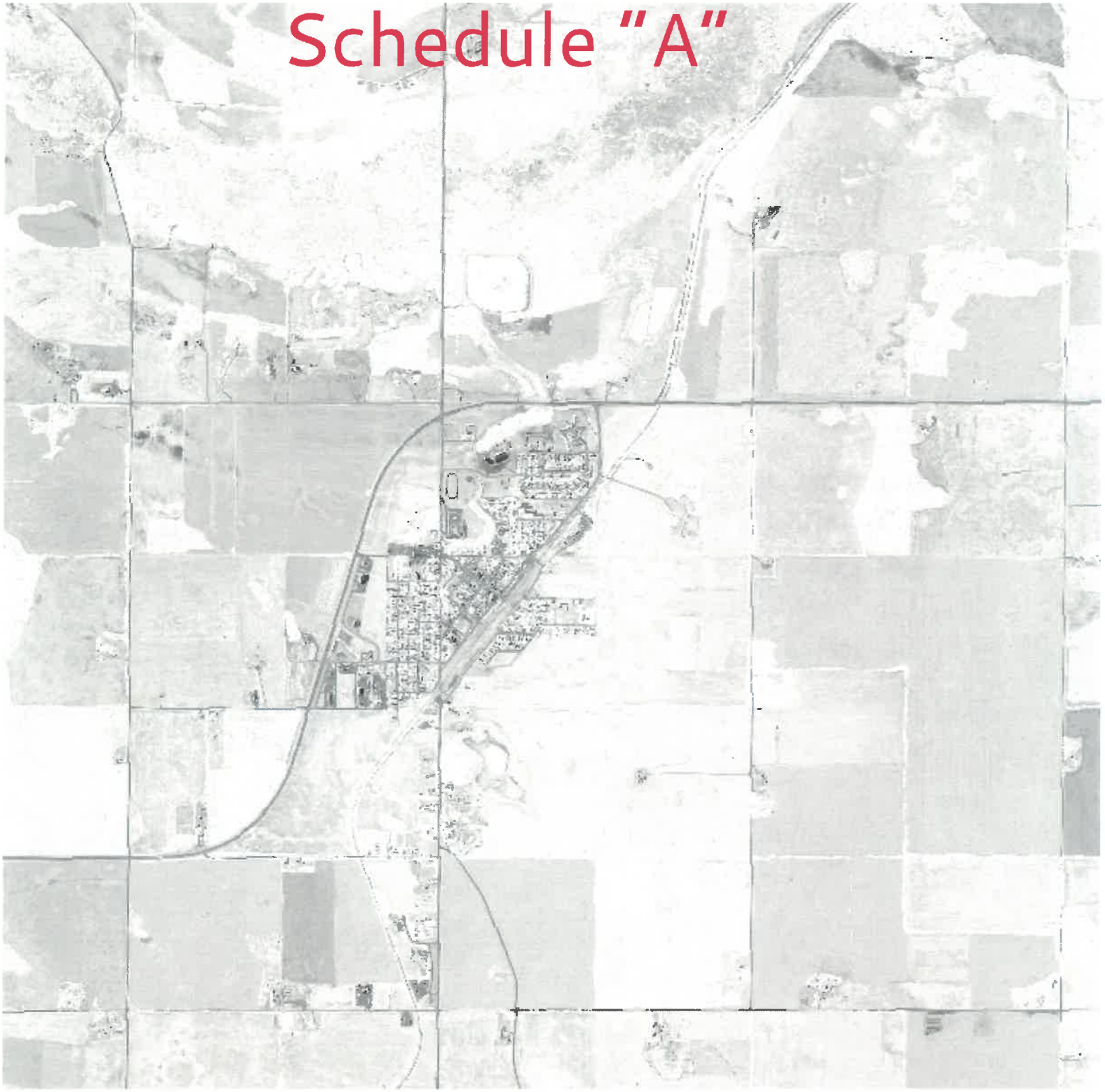
READ a Third and Final Time this **13th** day of **April, AD 2023,** and finally passed by Council.

[redacted]
REEVE

SEAL

[redacted]
CHIEF ADMINISTRATIVE OFFICER

Schedule "A"



Town of Smoky Lake + Smoky Lake County

Intermunicipal Development Plan (IDP) Bylaw #1426-22

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1 Interpretation

1.1 Definitions

1. **Area Structure Plan** is a statutory plan that establishes the general planning framework for future subdivision and development of an area of undeveloped land.

2. **Building** includes anything, whether temporary or permanent, constructed or placed on, in, over, or under land but does not include a highway or road or a bridge forming part of a highway or road;

3. **Confined Feeding Operation** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds. Confined Feeding Operations are regulated under the Agricultural Operation Practices Act (AOPA) in Alberta.

4. **Country Residential** means any development located in a rural area which is situated on a lot used solely for private residential purposes and accessory uses and is not connected to municipal sewer and water services. The dwelling unit may be occupied permanently or seasonally;

5. **Development** means:

    a. an excavation or stockpile and the creation of either of them, or

    b. a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land, or

    c. a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or

    d. a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

6. **Development Authority** means the Development Authority established by the Town of Smoky Lake and the Smoky Lake County Development Authority Bylaws;

7. **Environmental Reserve** means land considered undevelopable because of its natural features or location (e.g., unstable slopes, shoreline areas, etc.) that is dedicated to the municipality at the time of subdivision by the landowner, as provided for in the Municipal Government Act;

8. **Environmental Reserve Easement** is an easement that is registered on the title of a parcel of land in favour of the municipality for the purpose of the protection and enhancement of the environment;

9. **Extensive Agriculture** means the use of land or buildings, including the first dwelling or manufactured home, an agricultural operation which require large tracts of land (usually in the order of 80 ac. (32.4 ha.) or more). This use may include the outdoor cultivation of industrial hemp, but does not include intensive agriculture, cannabis production and distribution, or a confined feeding operation which requires either a registration or an approval under Part 2 of the *Agricultural Operations Practices Act*, R.S.A. 2000, c. A-7, as amended or replaced;

10. **Farmstead** means the currently inhabited or formerly inhabited residence or other improvements connected with a farm or an intensive agricultural use. Farmstead also includes a currently vacant site, which is intended to be used as a country residence;

11. **Fragmented Parcel** means a parcel of land or a part of a parcel of land that is separated from the balance of the parcel of land by a natural barrier such as a river or coulee, or by a physical barrier such as a road, railroad, or highway;

12. **Intensive Agriculture** means an agricultural operation which raises crops on a land-intensive basis. Intensive agriculture includes, greenhouses, silviculture and sod farms, but does not include confined feeding operations cannabis production and distribution or industrial hemp production and distribution facilities;

13. **Multi-lot Country Residential Development** means any subdivision, which will create five (5) or more country residential or farmstead lots on a quarter section.

14. **Municipal Reserve** is land (or cash-in-lieu of land, or both) dedicated by a landowner to the municipality at the time of subdivision for the purpose of providing parks, recreation facilities and school sites as provided for in the Municipal Government Act;

15. **Public Utility** means a public utility, as defined in the Act. More specifically, a public utility means:

    a. a system, works, plant, equipment or service for the production, transmission, delivery or furnishing of water, heat, light or power supplied by means other than electricity, either directly or indirectly to or for the public;

    b. an oil pipeline the proprietor of which is declared by the Energy Resources Conservation Commission to be a common carrier; and

    c. an electric utility; (Section 1(i) Public Utilities Act 2010 as Consolidated).

2 Introduction

2.1 Purpose

The purpose of this intermunicipal development plan is to identify and communicate a plan for improving regional collaboration in the areas of intermunicipal growth, land use, infrastructure, recreation, social, and emergency services planning, and joint service provision.

These documents were structured so that to further their implementation they could be approved by the respective Councils of the partner municipalities as Intermunicipal Development Plans.

The adoption of this Intermunicipal Development Plan provides the Town and the County with a joint future land use plan to help guide growth and development within the Plan Area.

2.2 Approach

This plan utilizes a comprehensive approach to land-use planning. In practice, this means that local information, specialized viewpoints and environmental stewardship practices are used in the decision-making process for land use and development.

This approach considers both the past and present human and physical environments. Considering where the community has been, where it is presently and where it wants to go enables both municipalities to set in place a plan for how to reach their desired destination. This approach to planning assumes that the plan's policies and subsequent decisions will be based on careful consideration of environmental information, stakeholder interests and municipal goals and objectives. This approach offers communities the opportunity to provide widely-accepted and lasting solutions to development and land use management issues.

2.3 Goals

The goals of this plan are to assist the Town and County achieve the following short and long term benefits:

Short Term Benefits

- Provide all municipalities within the Town and County with a service delivery tool or strategy to assist with determining the viability of regional municipal service delivery;
- Better facilitate inter-municipal and intra-regional cooperation relating to economic and community development issues, opportunities, and challenges.
-
- Increase overall community and economic development capacity building essential for both short term and longer-term community viability, sustainability, and quality of life; and
- Develop a more effective process and planning strategy for coordinating intermunicipal growth, land use, infrastructure, recreation, social services, and emergency services.

Long Term Benefits

- The development and implementation of a regional framework that strengthens regional collaboration and integrated regional service delivery models to increase efficiencies and provide a stronger, more unified approach to addressing the issues identified as important to community members within the Smoky Lake Region;
- Increased business/investment attraction "presence" throughout the Smoky Lake Region;
- Improved business retention, growth, and business attraction throughout the region;
- Improved regional fiscal and financial sustainability; and
- Increased opportunities for leveraging regional strengths into regional competitive advantages.

2.4 Enactment

The policies contained within this plan come into force once the Councils of the Town of Smoky Lake and Smoky Lake County have each given Third Reading to the

bylaws adopting the Town of Smoky Lake + Smoky Lake County Intermunicipal Development Plan.

2.5 Duration

This plan will establish, in general terms, the general land use patterns, together with the conditions upon which the provision of municipal services may occur in the subject area, and mutually agreed policy directions for the next 25 years following the adoption of the plan. While this plan is meant to be a long range planning document, it is intended that regular monitoring, review, and periodic amendments may be required for policies in the plan to remain current with changing development trends and growth within the region.

A process for amending the plan has been established as a part of this plan.

This plan should be reviewed every five years from the date on which the plan comes into effect to ensure that it is still current and meets the needs of the Town of Smoky Lake, Smoky Lake County, and the entire Smoky Lake Region.

2.6 Enabling Legislation

The provincial legislation that allows one or more municipalities to adopt an Intermunicipal Development Plan is the *Municipal Government Act*.

Section 631 of the Municipal Government Act states, in part:

> (1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries ...must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.
>
> (2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one, but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).
>
> (8) An intermunicipal development plan
>
> (a) **must** address

(i) the future land use within the area,

(ii) the manner of and the proposals for future development in the area,

(iii) the provision of transportation systems for the area, either generally or specifically,

(iv) the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area,

(v) environmental matters within the area, either generally or specifically, and

(vi) any other matter related to the physical, social, or economic development of the area that the councils consider necessary, and

(b) must include

(i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,

(ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and

(iii) provisions relating to the administration of the plan.

The procedure for adopting an Intermunicipal Development Plan is described in Section 692 of the Municipal Government Act.

2.7 Subject Area Boundary

The lands within the Town of Smoky Lake and Smoky Lake County to which this plan applies are identified on **Map 5.1 – Future Land Use Concept**.

2.8 Subject Area Profile

Location and History

The Town of Smoky Lake is located approximately 115 km north-east of the City of Edmonton, approximately 80 km north-east of the Alberta's Industrial Heartland area, and approximately 175 km west of Cold Lake. Historically, the Town has

served as an agricultural service centre for the surrounding area. It continues to provide important social, educational, health, and business services to neighbouring rural and agricultural communities.

With the removal of the rail line through Smoky Lake and the demolition of the grain elevators, an important element of the Town's agricultural services ended. The transformation of the rail line into the Iron Horse Trail, a multi-use trail system managed and maintained by a not-for-profit organization representing the ten municipalities through which the trail passes, provides the Town of Smoky Lake the opportunity to act as a tourist service centre for trail users.

Major resource extraction and industrial development in Alberta has had a significant impact on the Town of Smoky Lake. While the Town does not currently include major resource extraction or industrial developments, many Town residents work in natural resource extraction industries, or for industries outside of the Town. Although indirect, regional resource extraction and industrial developments are important factors in the Town's social and economic viability.

Environmental Characteristics

The Town of Smoky Lake is in a shallow valley draining into White Earth Creek, located approximately one kilometre north of the Town boundaries. A tributary creek runs through the northern portion of the community, providing wildlife habitat and low-impact recreational opportunities. Small stands of mixed boreal forest are located along the creek.

Information about the soil capability and local features within the plan area is included in Appendix A for information. This information was analyzed to determine the suitability of future land uses within the plan area.

Most undeveloped lands within the plan area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Transportation

- The IDP area encompasses two Provincial Highways: 855 which travels north/south, and 28, which travels east/west. The Town straddles 855 (which becomes 50th Street) and is nestled south and east of Highway 28.
- County-managed roads are managed to a gravel rural standard, and/or in accordance with County Road management policies.

- The multi-use Iron Horse Trail transects the Town, following the former CN Rail lands.
- In the southeast of the IDP area, there is a privately owned and operated grass airstrip, which is governed by Transportation and NAV Canada regulations.
- There is not presently a municipal public transit service in-place within the policy area, though third-party groups such as the Lions Club do operate a bus.

Existing Land Uses

Within the Town are a variety of planned land uses. Residential development in the Town of Smoky Lake primarily consists of low-density, single-family dwellings, although several medium density multi-family developments exist in the Town. Residential development adjacent to the town consists of country residential style housing, on acreage-style lots and in association with agricultural operations.

Commercial developments within the Town include downtown shops and services, highway-oriented businesses, and large lot developments.

Recreational and community use developments in the Town and the subject area include a wide range of parks (small neighbourhood-oriented parks and large multi-purpose sport facilities), trail networks (community pathways and the Iron Horse Trail), campgrounds, golf course, schools and churches.

Municipal Services

The Town of Smoky Lake provides full infrastructure services to most of the community including storm and sanitary sewer, potable water and garbage collection. Most roadways within the Town are developed to an urban standard (paved with sidewalks). Town residents can recycle waste materials at the County transfer stations.

A wide variety of 'soft' services exist within the Town and the subject area, including:

- Provincial government buildings,
- a hospital (with heli-pad),
- an auxiliary hospital and lodge,
- a regional volunteer fire department,
- multiple recreational facilities,
- an extensive trail network,
- schools,
- churches,
- a regional library,
- campgrounds,
- a golf course,
- a museum, and
- a regional agricultural society.

3 Intermunicipal Growth

3.1 General Land Use Policies

1. Future subdivision and development shall be in accordance with this plan. Major deviations shall require an amendment to this plan. Minor relaxations may be considered without an amendment to this plan where the proponent can demonstrate to the satisfaction of the approving body and the Intermunicipal Planning Committee that the subdivision or development would maintain the intent of the policies contained within this plan.

   However, if the Intermunicipal Planning Committee makes a recommendation on a relaxation to this plan to a Council or an approving authority, that Council or authority shall strongly consider such recommendation.

2. The partner municipalities agree to work with development proponents and Alberta Transportation and Alberta Environment & Parks to encourage the preparation of area structure plans and/or development concept plans where required by this plan to assure certainty of land use and development standards.

3. New applications for confined feeding operations in subject area, or applications for the expansion of any existing confined feeding operations in the subject area, shall not be discouraged due to the proximity of residential areas of the Town.

4. The Town and County will work together to provide an adequate inventory of suitable lands to attract a broad range of business and appropriate industry and will encourage industries that generate large volumes of traffic or substantial traffic loads (in terms of either bulk or weight or potential hazard) to locate in such a manner as to minimize any traffic impact, such as the need for traffic to travel through the Town.

5. Subdivision applicants shall dedicate a minimum of 30 metres of environmental reserve, in accordance with the provisions of the Municipal Government Act, adjacent to major bodies of water. At the sole discretion of the Subdivision Authority for the affected municipality the amount of environmental reserve required may be varied to accommodate unique site

conditions such as steep slopes, bank instability, or pre-existing development.

6. Subdivision applicants will be required to dedicate the full amount of Municipal Reserve owing in the forms provided for in the Municipal Government Act. The Town and County will consider establishing jointly administered cash-in-lieu of municipal reserve fund into which reserve proceeds in the subject area would be placed for the purposes of undertaking capital works on regional recreational facilities.

7. The Smoky Lake County shall require a Development Concept Plan be prepared and approved prior to the approval of any major development within that portion of the plan area. That Development Concept Plan may be in the form of an Area Structure Plan considered and adopted pursuant to the Municipal Government Act.

8. For the purposes of implementing this policy, the definition of the term "major" shall be as agreed upon by the consensus of Town and County staffs, but shall not include development which had been appropriately classified in the municipality's Land Use Bylaw as of the date of the approval of this plan. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3.2 Agricultural Land Use

The **Agricultural Land Use Area** identifies portions of the plan area that are currently used for agricultural or country residential purposes and lands that may be suitable for future agricultural developments.

The following policies apply to land within the **Agricultural Land Use Area**:

1. The Agricultural Land Use Area shall be those lands within the IDP area identified as Agricultural on **Map 5.1 – Future Land Use Concept**.

2. Agricultural operations in the Plan area are to be protected from encroachment by either competing or conflicting developments resulting from the premature conversion or agricultural land to other land uses.

3. Extensive Agriculture will be allowed within the plan area. Intensive agriculture (excluding confined feeding operations) will be allowed, where provided for in the County's Land Use Bylaw. Subdivision and development applications for new intensive agriculture developments and the expansion

of existing intensive agricultural developments will be circulated to the IPC for comments prior to the issuance of a decision by the County's approving (subdivision or development) authority. The IPC will review the application in relation to potential environmental and infrastructure impacts such as: siting of the proposed development in relation to prevailing winds, adjacent land uses, and the impacts on the transportation network.

4. Country Residential development may occur within the Agricultural Land Use Area at the discretion of the Subdivision Authority where provided for in the County's Land Use Bylaw.

5. Multi-lot Country residential development (more than 5 (five) country residential parcels per quarter section) will only be allowed in the areas designated Serviced and Un-serviced Residential on **Map 5.1 – Future Land Use Concept**.

3.3 Residential Land Use

The **Future Serviced and Un-Serviced Residential Use Area** has been applied to that portion of the plan area that is currently developed or identified for future urban residential and/or country residential development.

Land within the **Future Serviced and Un-Serviced Residential Use Area** is generally intended for future residential development. For the purposes of this plan urban residential development is generally considered municipally serviced residential development while country residential development is considered residential development that is not serviced by municipal service; specifically, municipal sewer, water, and storm water management systems.

The following policies apply to land within the Future Serviced and Un-Serviced Residential Use area indicated on **Map 5.1 – Future Land Use Concept.**

1. The Future Serviced and Un-Serviced Residential Use areas shall be those lands within the Town of Smoky Lake and Smoky Lake County identified as Future Serviced or Un-Serviced Residential Use on **Map 5.1 - Future Land Use Concept**.

2. Undeveloped land designated for **Serviced or Un-Serviced Residential Use** development shall be buffered from uses that may have negative effects on future urban development by virtue of odour, heat, vibration, visual impact,

noise or light. This does not apply to such effects that arise in the course of normal, non-intensive farm operations.

3. Multi-lot residential developments are to be predominantly residential in nature. No developments will be approved either within the residential area or adjacent to the residential which would, in the opinion of the Town or County, negatively impact the Future Serviced or Un-Serviced Residential Area.

4. New multi-lot country residential development within the subject area, for the purposes of this plan shall be considered the development of more than 5 (five) lots without municipal piped sewage collection and water supply services within any quarter section, subject to the policies in **Section 3.2** of this plan.

5. Multi-lot country residential development to create more than (5) five parcels per quarter section shall be allowed only after amendment to the County's Land Use Bylaw, placing the lands where such development may occur into an appropriate Residential District.

6. The regulations for residential and accessory development in multi-lot residential and country residential developments shall be provided for in the Smoky Lake County Land Use Bylaw.

7. The following policies shall apply to multi-lot residential and country residential development applications and designs:

   a. internal road access shall be provided to each lot;

   b. the minimum parcel size for serviced residential lots shall be the minimum lot size indicated in the Town's Land Use Bylaw for residential lots; and

   c. the minimum parcel size for un-serviced country residential lots shall be 0.4 ha (1.0 acre), and the normal maximum parcel size shall be 1.21 ha (3.0 acres); and subdivision proposals shall indicate the location of development areas within lots as well as the natural areas on the lots.

8. Multi-lot country residential redistricting and subdivision proposals shall address potential conflicts with existing agricultural operations and proposed industrial and commercial operations that may occur on lands

designated for industrial or commercial development, and shall indicate how these potential conflicts will be resolved or mitigated.

9. Within the rest of the subject area, the Town and/or County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a multi-lot residential subdivision of more than 5 (five) residential lots within any residential area without municipal piped sewage collection and water supply services within any quarter section.

3.4 Commercial Land Use

The **Serviced and Un-Serviced Commercial Use Areas** identify portions of the subject area that are currently developed or identified for future commercial development. The following policies apply to land within Future Serviced and Un-Serviced Commercial Use areas identified on **Map 5.1 – Future Land Use Concept.**

1. The **Serviced and Un-Serviced Commercial Use Areas** shall be those lands within the Town and County identified as Serviced Commercial and Serviced & Un-Serviced Commercial Use on **Map 5.1 - Future Land Use Concept.**

2. Lands designated Serviced Commercial Use may develop in a range of uses which serve local and regional customers, and connects to piped municipal water and sanitary services. These uses include but are not limited to:

    a. hotels and motels

    b. food/beverage establishments

    c. gas bars/service stations

    d. travel information centres

    e. car washes

    f. souvenir shops

    g. personal service establishments within a hotel/motel

    h. retail stores with no more than approximately 200 sq. m of retail floor space

    i. vehicle or recreational equipment sales and service

j. recreational establishments

k. drive-through businesses

l. bus depots

m. bulk fuel storage and distribution

n. equipment sales, service and rentals

o. manufactured and modular home sales and service

p. public or quasi-public uses

q. surveillance suites

r. accessory uses or buildings

3. Lands designated **Serviced & Un-Serviced Commercial Use** may develop in a range of large lot highway-oriented commercial uses which serve local and regional customers.

4. Smoky Lake County may require that a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial commercial development within 1.6 km (1.0 mile) of the boundary of the Town of Smoky Lake.

3.5 Industrial Land Use

The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** identifies portions of the subject area that are currently developed or identified for future industrial development. The following policies apply to land within the **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area on MAP 5.1 – Future Land Use Concept**.

1. The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** shall be those lands within the County identified as **Serviced Industrial Use Area** or **Un-Serviced Industrial Use Area** on **Map 5.1 - Future Land Use Concept**.

2. Land designated **Serviced Industrial Use** may develop in a wide range of light industrial uses, and will be connected to piped municipal water and sanitary

services. Land uses that may be suitable for the area may include but are not limited to:

a. natural resource processing industries,

b. grain elevators,

c. manufacturing, processing, storage, packaging, or assembly of goods or materials, including petroleum products, chemical and associated products, pulp and paper products, fertilizer, or animal by-products,

d. warehousing, storage, receiving, or distributing facilities,

e. metal processing or fabrication operation or storage,

f. agricultural services,

g. auctioneering,

h. bulk fuel storage and distribution,

i. accessory offices,

j. commercial greenhouses,

k. transportation and public utility facilities/buildings,

l. accessory surveillance suites,

m. public utilities,

n. public or quasi-public uses (e.g., municipal equipment and maintenance yards), and

o. accessory uses or buildings,

provided that any nuisance such as odour, noise, glare, vibration, heat, smoke, or effluent is confined to the site of the establishment or within the applicable **Serviced Industrial Use**, or substantially mitigated in accordance with the policies and/or regulations and/or design of a Development Concept Plan or Area Structure Plan, especially in those areas in proximity to existing or proposed residential areas or in proximity to the Town.

In this respect, individual developments will not necessarily be precluded; however, extra precautions shall be required such as requiring a warning system or so-called "disaster plan" should the need arise.

3. Land designated **Un-Serviced Industrial Use** may develop in a wide range of light industrial or rural industrial uses, and will utilize onsite water and sanitary systems.

4. Smoky Lake County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial rural industrial development within 1.6 km (1.0 mile) of the boundary of the Town of Smoky Lake.

5. For the purposes of implementing this policy, the definition of the term "substantial" shall be as agreed upon by the consensus of Town and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3.6 Community Land Use Area

The **Community Use Area** identifies that portion of the subject area that is currently developed for community or recreational uses. It is the intent of this plan that this area continue to be used for community and recreational purposes to provide benefit to both the Town and County. The following policies apply to land within the **Community Use Area on Map 5.1 – Future Land Use Concept.**

1. The **Community Use Area** shall be those lands within the Town identified as Future Community Use area on **Map 5.1 - Future Land Use Concept.**

2. Land designated Future Community Use may develop in a wide range of community uses. Land uses that may be suitable for the area are limited to the permitted and discretionary uses listed in the appropriate land use districts of the Town of Smoky Lake and Smoky Lake County Land Use Bylaws.

3. Some residential development may also be permitted in the Community Use Area if the proposed development is consistent with applicable provisions in the Smoky Lake County Land Use Bylaw, federal regulations and provincial regulations.

3.7 Municipal Services and Road Policies

1. The Town of Smoky Lake and Smoky Lake County shall establish strategies and standards for the orderly, efficient and economical extension of wastewater collection, water distribution systems, storm water management, and roads within the subject area.

2. Some of the development strategies within the subject area are closely connected to the ability and need for municipal piped services.

3. Future servicing with municipal piped services may be required within the Future Residential Use area. If such services are not available due to cost or capacity limitations or other reasons, the area shall not be developed for serviced residential purposes unless it meets a minimum agreed residential development standard.

4. Where it is deemed appropriate, necessary and/or desirable, further to this plan, the Town and County will endeavor to enter into agreements respecting municipal piped services in the subject area.

5. Where proposed developments may impact intersections between Provincial highways and municipal roads, as shown on **Map 5.2 – Major Intersections**, additional consultation with Alberta Transportation will be required prior to approval by the Town and/or County. This consultation may include the preparation of a Traffic Impact Assessment satisfactory to Alberta Transportation. All costs of the TIA and any corresponding intersection improvements will be the responsibility of the developer/proponent.

6. The Town and the County will continue to work cooperatively with Alberta Transportation to identify and mitigate traffic impacts and identify the scheduling of necessary improvements at the intersections of highways and municipal roads as shown on **Map 5.2 – Major Intersections.**

3.8 Social Services

Social services within the Plan area are provided by provincial agencies, not-for-profit and volunteer organizations and by the Town, the County and in some instances the Town and the County collaboratively. Currently the following social services are joint Town/County initiatives:

- The Foundation
- Emergency Services
- Recreation
- Ag Society

1. The Town and the County will continue to work cooperatively to provide social services to community members within the Smoky Lake region.

2. The Town and the County will endeavor to explore opportunities for expanding joint service provisions.

3.9 Emergency Services

Emergency Services within the plan area are provided by the following agencies and organizations:

- Police Service
- Lakeland Regional Health
- Smoky Lake Volunteer Fire Department (with fire halls in the Village of Vilna, the Town of Smoky Lake & the Village of Waskatenau)

1. The Town and the County will continue to work collaboratively to provide fire and rescue services to the region.

3.10 Development Concept Plans & Area Structure Plans

1. A Development Concept Plan or Area Structure Plan may describe, outline, or provide, among other matters, in text and map form:

   a. a definition of the affected area and a description of the relationship between the affected area and surrounding lands;

   b. an indication of the proposed land uses and the area of each land use;

   c. an indication of the total number of dwelling units proposed on the quarter section (if applicable);

d. policies and plans addressing buffering from adjacent land uses which may be affected by or which may affect a residential community (if applicable);

e. policies respecting phasing, if any, including an indication of which lots will be developed first and how the development of these lots will be designed specifically to allow for further development of the subject quarter section into residential lots;

f. policies respecting environmental protection, habitat, ecological conservation, effect on the adjacent agricultural community, including any existing or potential confined feeding operations;

g. policies and plans addressing natural and man-made limitations to development such as flood susceptibility, bank subsidence, erosion, railway lines, oil and gas wells, pipelines, and other facilities (including active, inactive, abandoned, and decommissioned facilities, sour gas, etc.), gravel operations or resources, airports, agricultural operations, historical resources, other nearby land uses, etc.;

h. policies respecting built form, amenities, aesthetics, landscaping, architecture, buffering from potential limiting factors, dealing with the potential for land use conflict, etc.;

i. policies and plans for necessary water supply, sanitary sewage disposal, and storm water management;

j. as required, policies relating to:

    i. the impact on adjacent land uses;

    ii. the impact on community services, such as fire protection;

    iii. the municipal servicing costs associated with the development, and landscaping; and

    iv. wetland mitigation.

k. a Phase I Environmental Assessment, describing the possibility of contamination within the subject area and, if the Phase I indicates, a Phase II Environmental Assessment, describing the extent of any contamination within the subject area and the means of mitigation;

l. engineering information in sufficient detail to show how that is to be done;

m. if the development is to provide water by a municipal piped water supply system, engineering information showing how that is to be done;

n. if the development is to be supplied with water by means other than a municipal piped water supply system, a report which would satisfy the requirements of Section 23(3)(a) of the Water Act;

o. an assessment of the general suitability of the Plan area for sewage disposal by tile field (percolation tests);

p. a determination of any flood plains relating to any water bodies within or adjacent to the subject site, including a description as to how any flood plain lands will be made suitable for development without transferring the flood hazard to other lands;

q. an assessment of the stability of any banks (either steep slopes or watercourse valleys) within or adjacent to the subject site, including a description as to how any bank stability hazards will be mitigated without transferring the stability hazard to other lands;

r. A wetland assessment (prepared by a certified wetland professional) that delineates and classifies wetlands (onsite and offsite) that will be impacted by the proposed development.

s. if within 0.8 km of a Highway, a Traffic Impact Assessment, indicating the vehicular generation from the development at various stages of development, and any roadway improvements that may be necessary on adjacent and nearby roads and Highways (and on their intersections) resulting from that vehicular generation;

t. an assessment of the site, indicating

    i. how Environmental Reserves, Environmental Reserve Easements, Municipal Reserves, and other land management tools are to be used to protect significant biophysical sites;

ii. how all Provincial and Federal legislation and regulations are to be adhered to respecting wetlands, habitat, and environmentally sensitive lands;

u. an assessment of all other limitations to development, including potential and actual land use conflicts, which have been identified, indicating how the limitations and conflicts are to be accommodated, dealt with, and/or overcome; and

v. other policies and plans as may be indicated by the proponent or the municipality to address any unique circumstances of the Development Concept or Area Structure Plan area.

2. The level of detail required in a Development Concept Plan or Area Structure Plan shall be as agreed upon by the consensus of Town and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3. The process for considering a Development Concept Plan or Area Structure Plan for approval will be the same as for a major development proposal. The approving authority shall be the Council of the municipality in which the site of the Development Concept Plan or Area Structure Plan is located.

4 Plan Implementation

4.1 Implementation Policies

The Councils of the Town of Smoky Lake and Smoky Lake County have agreed to the following implementation policies which will be used in implementing the policies contained in this plan.

4.2 Plan Amendments

1. An amendment to this plan may be proposed by either municipality. An amendment to the plan proposed by a landowner shall be made to the municipality in which the subject land is located.

2. An amendment to this plan has no effect unless it is adopted by both municipalities by bylaw.

4.3 Annexation

1. There will continue to be a boundary between the Town of Smoky Lake and Smoky Lake County for administration of services such as maintenance of infrastructure, waste management, development control, weed control, etc.

2. There is a need for periodic expansion of the urban area, and thus the Town of Smoky Lake, by annexation. Annexations will occur from time to time in a positive, orderly, and timely manner with an agreed-upon process where there is a clear need for Town annexation to provide more land for urban development.

3. The Town of Smoky Lake shall demonstrate reasonable need for annexation through appropriate growth studies to support annexation applications.

4. Each municipality shall protect lands identified in the plan suitable for municipal piped services from land uses and developments that might unduly interfere with and create conflict with future urbanization.

5. Both municipalities shall follow the annexation process as outlined in the Municipal Government Act current at the time an annexation application is made.

4.4 Cost/Revenue Sharing Schemes

1. Any agreements for cost and revenue sharing shall be to benefit the future development of land within the plan's subject area.

2. The Town and County will explore cost and revenue sharing opportunities as development occurs and through the review and approval process of each Development Concept Plan or Area Structure Plan.

4.5 Framework

1. This plan is conceptual. Its policies do not delve into the fine details of land use, servicing, or implementation but instead set out a framework of guidelines for municipal planning policies.

2. The Town of Smoky Lake and Smoky Lake County will co-operate in pursuing mutually beneficial economic development initiatives that would attract investment and create employment opportunities in the Smoky Lake Region.

3. **Map 5.1 – Future Land Use Concept** of this plan will be the primary land use document supplemented by implementation tools such as Development Concept Plans and Area Structure Plans. The Town of Smoky Lake and Smoky Lake County shall amend their respective Municipal Development Plans and Land Use Bylaws as necessary to be consistent with the policies and provisions of this plan.

4.6 Establishment of the Intermunicipal Planning Committee

1. The Intermunicipal Planning Committee (IPC) will be established upon Third Reading of the Bylaws adopting this plan.

2. The Intermunicipal Planning Committee will not be a decision-making body, but will submit recommendations to the approving bodies of the respective municipalities, striving for consensus as much as possible.

3. The Intermunicipal Planning Committee will be comprised of two (2) members each of the Councils of the Town of Smoky Lake and Smoky Lake County. The ICP will select its own chairman and vice-chairman. The Councils may appoint alternative members, should any member not be able to attend Committee meetings. Additionally, the Chief Administrative Officer or the Development Officer of each municipality shall be ex-officio members of the Committee.

4. The Intermunicipal Planning Committee shall establish its own rules of procedure, including its own schedule of meetings, with meetings being held as required.

4.7 Intermunicipal Planning Committee

1. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and the Town will present their positions on the matter to the Committee.

2. After consideration of a matter, the Committee may:

    a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

    b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

    c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

    d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

    e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or undertake any other action it deems reasonable.

3. The Intermunicipal Planning Committee shall not deal with all development matters within the Town of Smoky Lake + Smoky Lake County Intermunicipal Development Plan subject area. Rather, it will deal with all matters referred to it in the manner described in **Section 4.7** of this plan.

4. The Intermunicipal Planning Committee has the following functions:

    a. to clarify the intent and interpretation of the plan;

    b. to develop specific strategies related to the provision of infrastructure, service provision, cost sharing, etc. for proposed subdivision and development in the subject area that reflect the policies and guidelines set out in this plan;

c. to review and comment on applications to amend this plan;

d. to review and comment on development matters referred to it in accordance with this plan; and

e. to undertake such other matters as it deems reasonable and as are referred to it by either Council or municipal administration.

5. The Town of Smoky Lake and Smoky Lake County agree that the County's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications received within subject area and that the Town's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications within the subject area.

6. Each municipality's Subdivision Authority and Development Authority will deal with an application within their own boundaries in accordance with the policies of this plan.

7. Depending on the nature of the proposed subdivision or development, the Intermunicipal Planning Committee may provide recommendations related to the proposed development or subdivision.

4.8 Dispute Resolution/Mediation Procedures

1. The dispute resolution process for matters related to this plan is outlined in this section. The emphasis of the dispute resolution process is mediation at the municipal level prior to an appeal to the Land and Property Rights Tribunal. This process assumes that the two parties may have significant differences of opinion on any matter and that third-party assistance may be necessary to help resolve the disputes.

2. For the purposes of this plan, a dispute is defined as a disagreement between the Town of Smoky Lake and Smoky Lake County on any statutory plan, any Land Use Bylaw, or any amendment to any statutory plan or Land Use Bylaw which is given First Reading by a Council, or any subdivision or development permit application, or any scheme for the provision of municipal services, which the other municipality deems may be inconsistent with the goals, objectives, and policies of this plan.

3. Decisions on all disputes will be made by the respective municipalities in accordance with the provisions of this plan and the Municipal Government Act, but with review as indicated in **Section 4.7.5** of this plan.

4. The Town of Smoky Lake and Smoky Lake County agree to consider the establishment of an Intermunicipal Subdivision and Development Appeal Board to deal with appeals arising from subdivision or development permit decisions within the subject area.

5. Disputes shall be addressed and shall be resolved through any of the following mechanisms either singularly or in combination with each other:

   a. Administrative Review

   b. Intermunicipal Planning Committee

   c. Municipal Councils

   d. Mediation

   e. Non-binding Arbitration

   f. Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

   g. Court Option

6. In the event of a dispute, the applicant municipality will not give approval to the matter in any way (e.g., development permit or subdivision approval, or Second or Third Reading of a bylaw) until the dispute is past the mediation stage.

7. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure and may supersede the time processes provided for in this plan.

4.9 Administrative Review

1. The municipality within which any development, subdivision, land use bylaw amendment, servicing scheme, or other matter is proposed (hereinafter referred to as "the applicant municipality") will provide complete information concerning the matter to both the other municipality and to the Intermunicipal Planning Committee. The other municipality (hereinafter referred to as "the responding municipality") will undertake an evaluation of the matter and provide comments to the administration of the applicant municipality.

2. If there is any concern, the two administrations shall discuss the issue and attempt to resolve the matter.

3. If the administrations resolve the concern, the responding municipality will formally notify the applicant municipality and the Intermunicipal Planning Committee, and the applicant municipality will take the appropriate actions to consider approving the matter.

4. If the issue is not resolved at the administrative level, the applicant municipality's administration shall refer the matter to the Intermunicipal Planning Committee.

5. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the Town and County will present their positions on the matter to the Committee.

6. After consideration of a matter, the Committee may:

   a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

   b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

   c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

   d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

   e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or

   f. undertake any other action it deems reasonable.

4.10 Municipal Councils

1. After receiving the recommendations of the Intermunicipal Planning Committee with respect to a particular matter, each Council will establish a position on the matter.

2. If both municipal Councils agree on a matter, then the consideration of approval (including, if necessary, an amendment process) can be completed. If neither Council supports the matter, then no further action will be undertaken.

3. If the Councils cannot agree on a matter, then the matter may be referred to a mediation process.

4. If the matter goes to mediation, the applicant municipality will not give any approval to the matter until mediation has been pursued.

4.11 Mediation

1. The following will be required before a mediation process can proceed:

   a. agreement by both Councils that mediation is necessary;

   b. appointment by both Councils of an equal number of elected officials to participate in a mediation process;

   c. engagement, at equal cost to both municipalities, of an impartial an independent mediator agreed to by both municipalities; and

   d. approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.

2. If agreed to by both municipalities, any members of the Intermunicipal Planning Committee or administrative staff from either municipality who are not participating directly in the mediation process may act as information resources either directly or indirectly to the mediation process.

3. All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.

4. At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.

5. If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will consider the mediator's report and the respective positions of the municipal administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality and will be subject to the formal approval of both Councils.

6. If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then a non-binding arbitration process as described below may be initiated.

4.12 Non-Binding Arbitration

1. The following will be required before a non-binding arbitration process can proceed:

    a. agreement by both Councils that non-binding arbitration is necessary;

    b. appointment by both Councils of officials to participate in the non-binding arbitration process;

    c. engagement, at equal cost to both municipalities, of an impartial and independent arbitrator agreed to by both municipalities; and

    d. approval by both municipalities of an arbitration schedule, including the time and location of meetings and a deadline for the completion of the process.

2. At the conclusion of the non-binding arbitration, the arbitrator will submit a report to both Councils.

3. If both Councils agree, then the arbitrator's recommendations will be implemented by the Council or Councils as necessary. Any arbitrator's decision will not be binding on either municipality unless both municipalities concur, and will be subject to the formal approval of both Councils.

4. If no agreement can be reached to abide by the arbitrator's decision or if both Councils do not approve the arbitrator's recommendation, then an appeal process may be initiated if provided for under the provisions of the Municipal Government Act. If there is no appeal process available, then the applicant municipality may proceed with any approvals as are allowed.

4.13 Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

1. If the mediation process fails, the applicant municipality may approve the matter (e.g., a Land Use Bylaw amendment, a development permit approval, etc.).

2. If the applicant municipality passes a bylaw to implement the matter, then the responding municipality may appeal that action to the Land and Property Rights Tribunal under the provisions of Section 690 of the Municipal Government Act in accordance with that Act.

3. If the appeal of the matter is to the applicant municipality's Subdivision and Development Appeal Board, the responding municipality may appeal that action to the Subdivision and Development Appeal Board as it sees fit.

4. If there is no appeal available pursuant to the Act, then the responding municipality may wish to pursue a Court option.

4.14 Court Option

1. After any action by the Land and Property Rights Tribunal, or the applicant municipality's Council or Subdivision and Development Appeal Board from which there is no further appeal, the responding municipality will have the option, should it so choose, of undertaking a court challenge of the matter.

5 Maps

5.1 – Future Land Use Concept

5.2 – Major Intersections

5.1 Future Land Use Concept

Implementation

5.2 Major Intersections

6 Appendix A – Information Maps

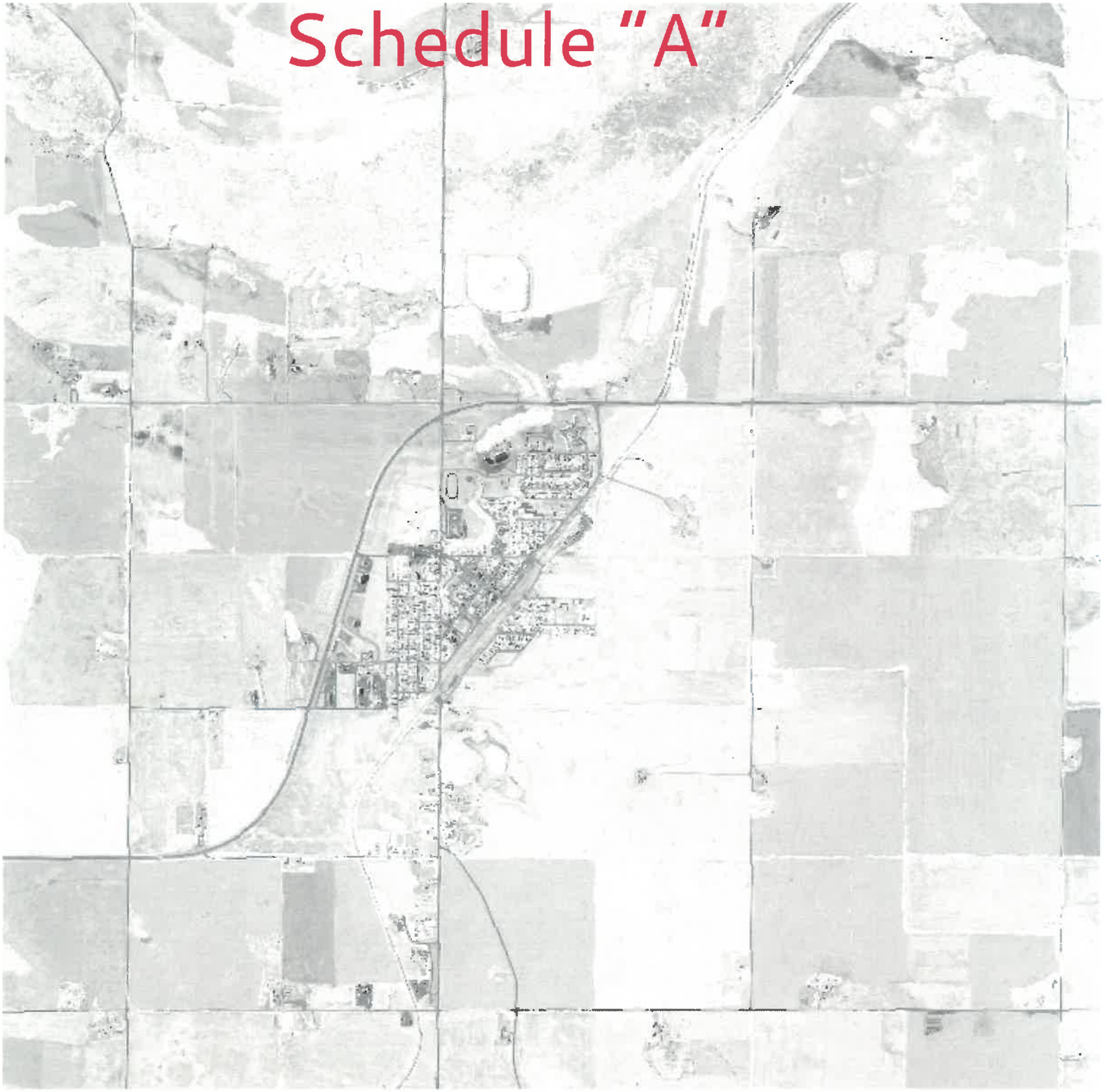
6.1 – CLI Agriculture

6.2 – Local Features

6.1 CLI Agriculture

6.2 Local Features

Schedule "A"



Town of Smoky Lake + Smoky Lake County

Intermunicipal Development Plan (IDP) Bylaw #1426-22

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1 Interpretation

1.1 Definitions

1. **Area Structure Plan** is a statutory plan that establishes the general planning framework for future subdivision and development of an area of undeveloped land.

2. **Building** includes anything, whether temporary or permanent, constructed or placed on, in, over, or under land but does not include a highway or road or a bridge forming part of a highway or road;

3. **Confined Feeding Operation** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds. Confined Feeding Operations are regulated under the Agricultural Operation Practices Act (AOPA) in Alberta.

4. **Country Residential** means any development located in a rural area which is situated on a lot used solely for private residential purposes and accessory uses and is not connected to municipal sewer and water services. The dwelling unit may be occupied permanently or seasonally;

5. **Development** means:

    a. an excavation or stockpile and the creation of either of them, or

    b. a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land, or

    c. a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or

    d. a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

6. **Development Authority** means the Development Authority established by the Town of Smoky Lake and the Smoky Lake County Development Authority Bylaws;

7. **Environmental Reserve** means land considered undevelopable because of its natural features or location (e.g., unstable slopes, shoreline areas, etc.) that is dedicated to the municipality at the time of subdivision by the landowner, as provided for in the Municipal Government Act;

8. **Environmental Reserve Easement** is an easement that is registered on the title of a parcel of land in favour of the municipality for the purpose of the protection and enhancement of the environment;

9. **Extensive Agriculture** means the use of land or buildings, including the first dwelling or manufactured home, an agricultural operation which require large tracts of land (usually in the order of 80 ac. (32.4 ha.) or more). This use may include the outdoor cultivation of industrial hemp, but does not include intensive agriculture, cannabis production and distribution, or a confined feeding operation which requires either a registration or an approval under Part 2 of the *Agricultural Operations Practices Act*, R.S.A. 2000, c. A-7, as amended or replaced;

10. **Farmstead** means the currently inhabited or formerly inhabited residence or other improvements connected with a farm or an intensive agricultural use. Farmstead also includes a currently vacant site, which is intended to be used as a country residence;

11. **Fragmented Parcel** means a parcel of land or a part of a parcel of land that is separated from the balance of the parcel of land by a natural barrier such as a river or coulee, or by a physical barrier such as a road, railroad, or highway;

12. **Intensive Agriculture** means an agricultural operation which raises crops on a land-intensive basis. Intensive agriculture includes, greenhouses, silviculture and sod farms, but does not include confined feeding operations cannabis production and distribution or industrial hemp production and distribution facilities;

13. **Multi-lot Country Residential Development** means any subdivision, which will create five (5) or more country residential or farmstead lots on a quarter section.

14. **Municipal Reserve** is land (or cash-in-lieu of land, or both) dedicated by a landowner to the municipality at the time of subdivision for the purpose of providing parks, recreation facilities and school sites as provided for in the Municipal Government Act;

15. **Public Utility** means a public utility, as defined in the Act. More specifically, a public utility means:

    a. a system, works, plant, equipment or service for the production, transmission, delivery or furnishing of water, heat, light or power supplied by means other than electricity, either directly or indirectly to or for the public;

    b. an oil pipeline the proprietor of which is declared by the Energy Resources Conservation Commission to be a common carrier; and

    c. an electric utility; (Section 1(i) Public Utilities Act 2010 as Consolidated).

2 Introduction

2.1 Purpose

The purpose of this intermunicipal development plan is to identify and communicate a plan for improving regional collaboration in the areas of intermunicipal growth, land use, infrastructure, recreation, social, and emergency services planning, and joint service provision.

These documents were structured so that to further their implementation they could be approved by the respective Councils of the partner municipalities as Intermunicipal Development Plans.

The adoption of this Intermunicipal Development Plan provides the Town and the County with a joint future land use plan to help guide growth and development within the Plan Area.

2.2 Approach

This plan utilizes a comprehensive approach to land-use planning. In practice, this means that local information, specialized viewpoints and environmental stewardship practices are used in the decision-making process for land use and development.

This approach considers both the past and present human and physical environments. Considering where the community has been, where it is presently and where it wants to go enables both municipalities to set in place a plan for how to reach their desired destination. This approach to planning assumes that the plan's policies and subsequent decisions will be based on careful consideration of environmental information, stakeholder interests and municipal goals and objectives. This approach offers communities the opportunity to provide widely-accepted and lasting solutions to development and land use management issues.

2.3 Goals

The goals of this plan are to assist the Town and County achieve the following short and long term benefits:

Short Term Benefits

- Provide all municipalities within the Town and County with a service delivery tool or strategy to assist with determining the viability of regional municipal service delivery;
- Better facilitate inter-municipal and intra-regional cooperation relating to economic and community development issues, opportunities, and challenges.
-
- Increase overall community and economic development capacity building essential for both short term and longer-term community viability, sustainability, and quality of life; and
- Develop a more effective process and planning strategy for coordinating intermunicipal growth, land use, infrastructure, recreation, social services, and emergency services.

Long Term Benefits

- The development and implementation of a regional framework that strengthens regional collaboration and integrated regional service delivery models to increase efficiencies and provide a stronger, more unified approach to addressing the issues identified as important to community members within the Smoky Lake Region;
- Increased business/investment attraction "presence" throughout the Smoky Lake Region;
- Improved business retention, growth, and business attraction throughout the region;
- Improved regional fiscal and financial sustainability; and
- Increased opportunities for leveraging regional strengths into regional competitive advantages.

2.4 Enactment

The policies contained within this plan come into force once the Councils of the Town of Smoky Lake and Smoky Lake County have each given Third Reading to the

bylaws adopting the Town of Smoky Lake + Smoky Lake County Intermunicipal Development Plan.

2.5 Duration

This plan will establish, in general terms, the general land use patterns, together with the conditions upon which the provision of municipal services may occur in the subject area, and mutually agreed policy directions for the next 25 years following the adoption of the plan. While this plan is meant to be a long range planning document, it is intended that regular monitoring, review, and periodic amendments may be required for policies in the plan to remain current with changing development trends and growth within the region.

A process for amending the plan has been established as a part of this plan.

This plan should be reviewed every five years from the date on which the plan comes into effect to ensure that it is still current and meets the needs of the Town of Smoky Lake, Smoky Lake County, and the entire Smoky Lake Region.

2.6 Enabling Legislation

The provincial legislation that allows one or more municipalities to adopt an Intermunicipal Development Plan is the *Municipal Government Act*.

Section 631 of the Municipal Government Act states, in part:

> (1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries ...must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.
>
> (2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one, but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).
>
> (8) An intermunicipal development plan
>
> (a) **must** address

(i) the future land use within the area,

(ii) the manner of and the proposals for future development in the area,

(iii) the provision of transportation systems for the area, either generally or specifically,

(iv) the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area,

(v) environmental matters within the area, either generally or specifically, and

(vi) any other matter related to the physical, social, or economic development of the area that the councils consider necessary, and

(b) must include

(i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,

(ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and

(iii) provisions relating to the administration of the plan.

The procedure for adopting an Intermunicipal Development Plan is described in Section 692 of the Municipal Government Act.

2.7 Subject Area Boundary

The lands within the Town of Smoky Lake and Smoky Lake County to which this plan applies are identified on **Map 5.1 – Future Land Use Concept**.

2.8 Subject Area Profile

Location and History

The Town of Smoky Lake is located approximately 115 km north-east of the City of Edmonton, approximately 80 km north-east of the Alberta's Industrial Heartland area, and approximately 175 km west of Cold Lake. Historically, the Town has

served as an agricultural service centre for the surrounding area. It continues to provide important social, educational, health, and business services to neighbouring rural and agricultural communities.

With the removal of the rail line through Smoky Lake and the demolition of the grain elevators, an important element of the Town's agricultural services ended. The transformation of the rail line into the Iron Horse Trail, a multi-use trail system managed and maintained by a not-for-profit organization representing the ten municipalities through which the trail passes, provides the Town of Smoky Lake the opportunity to act as a tourist service centre for trail users.

Major resource extraction and industrial development in Alberta has had a significant impact on the Town of Smoky Lake. While the Town does not currently include major resource extraction or industrial developments, many Town residents work in natural resource extraction industries, or for industries outside of the Town. Although indirect, regional resource extraction and industrial developments are important factors in the Town's social and economic viability.

Environmental Characteristics

The Town of Smoky Lake is in a shallow valley draining into White Earth Creek, located approximately one kilometre north of the Town boundaries. A tributary creek runs through the northern portion of the community, providing wildlife habitat and low-impact recreational opportunities. Small stands of mixed boreal forest are located along the creek.

Information about the soil capability and local features within the plan area is included in Appendix A for information. This information was analyzed to determine the suitability of future land uses within the plan area.

Most undeveloped lands within the plan area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Transportation

- The IDP area encompasses two Provincial Highways: 855 which travels north/south, and 28, which travels east/west. The Town straddles 855 (which becomes 50th Street) and is nestled south and east of Highway 28.
- County-managed roads are managed to a gravel rural standard, and/or in accordance with County Road management policies.

- The multi-use Iron Horse Trail transects the Town, following the former CN Rail lands.
- In the southeast of the IDP area, there is a privately owned and operated grass airstrip, which is governed by Transportation and NAV Canada regulations.
- There is not presently a municipal public transit service in-place within the policy area, though third-party groups such as the Lions Club do operate a bus.

Existing Land Uses

Within the Town are a variety of planned land uses. Residential development in the Town of Smoky Lake primarily consists of low-density, single-family dwellings, although several medium density multi-family developments exist in the Town. Residential development adjacent to the town consists of country residential style housing, on acreage-style lots and in association with agricultural operations.

Commercial developments within the Town include downtown shops and services, highway-oriented businesses, and large lot developments.

Recreational and community use developments in the Town and the subject area include a wide range of parks (small neighbourhood-oriented parks and large multi-purpose sport facilities), trail networks (community pathways and the Iron Horse Trail), campgrounds, golf course, schools and churches.

Municipal Services

The Town of Smoky Lake provides full infrastructure services to most of the community including storm and sanitary sewer, potable water and garbage collection. Most roadways within the Town are developed to an urban standard (paved with sidewalks). Town residents can recycle waste materials at the County transfer stations.

A wide variety of 'soft' services exist within the Town and the subject area, including:

- Provincial government buildings,
- a hospital (with heli-pad),
- an auxiliary hospital and lodge,
- a regional volunteer fire department,
- multiple recreational facilities,
- an extensive trail network,
- schools,
- churches,
- a regional library,
- campgrounds,
- a golf course,
- a museum, and
- a regional agricultural society.

3 Intermunicipal Growth

3.1 General Land Use Policies

1. Future subdivision and development shall be in accordance with this plan. Major deviations shall require an amendment to this plan. Minor relaxations may be considered without an amendment to this plan where the proponent can demonstrate to the satisfaction of the approving body and the Intermunicipal Planning Committee that the subdivision or development would maintain the intent of the policies contained within this plan.

   However, if the Intermunicipal Planning Committee makes a recommendation on a relaxation to this plan to a Council or an approving authority, that Council or authority shall strongly consider such recommendation.

2. The partner municipalities agree to work with development proponents and Alberta Transportation and Alberta Environment & Parks to encourage the preparation of area structure plans and/or development concept plans where required by this plan to assure certainty of land use and development standards.

3. New applications for confined feeding operations in subject area, or applications for the expansion of any existing confined feeding operations in the subject area, shall not be discouraged due to the proximity of residential areas of the Town.

4. The Town and County will work together to provide an adequate inventory of suitable lands to attract a broad range of business and appropriate industry and will encourage industries that generate large volumes of traffic or substantial traffic loads (in terms of either bulk or weight or potential hazard) to locate in such a manner as to minimize any traffic impact, such as the need for traffic to travel through the Town.

5. Subdivision applicants shall dedicate a minimum of 30 metres of environmental reserve, in accordance with the provisions of the Municipal Government Act, adjacent to major bodies of water. At the sole discretion of the Subdivision Authority for the affected municipality the amount of environmental reserve required may be varied to accommodate unique site

conditions such as steep slopes, bank instability, or pre-existing development.

6. Subdivision applicants will be required to dedicate the full amount of Municipal Reserve owing in the forms provided for in the Municipal Government Act. The Town and County will consider establishing jointly administered cash-in-lieu of municipal reserve fund into which reserve proceeds in the subject area would be placed for the purposes of undertaking capital works on regional recreational facilities.

7. The Smoky Lake County shall require a Development Concept Plan be prepared and approved prior to the approval of any major development within that portion of the plan area. That Development Concept Plan may be in the form of an Area Structure Plan considered and adopted pursuant to the Municipal Government Act.

8. For the purposes of implementing this policy, the definition of the term "major" shall be as agreed upon by the consensus of Town and County staffs, but shall not include development which had been appropriately classified in the municipality's Land Use Bylaw as of the date of the approval of this plan. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3.2 Agricultural Land Use

The **Agricultural Land Use Area** identifies portions of the plan area that are currently used for agricultural or country residential purposes and lands that may be suitable for future agricultural developments.

The following policies apply to land within the **Agricultural Land Use Area**:

1. The Agricultural Land Use Area shall be those lands within the IDP area identified as Agricultural on **Map 5.1 – Future Land Use Concept**.

2. Agricultural operations in the Plan area are to be protected from encroachment by either competing or conflicting developments resulting from the premature conversion or agricultural land to other land uses.

3. Extensive Agriculture will be allowed within the plan area. Intensive agriculture (excluding confined feeding operations) will be allowed, where provided for in the County's Land Use Bylaw. Subdivision and development applications for new intensive agriculture developments and the expansion

of existing intensive agricultural developments will be circulated to the IPC for comments prior to the issuance of a decision by the County's approving (subdivision or development) authority. The IPC will review the application in relation to potential environmental and infrastructure impacts such as: siting of the proposed development in relation to prevailing winds, adjacent land uses, and the impacts on the transportation network.

4. Country Residential development may occur within the Agricultural Land Use Area at the discretion of the Subdivision Authority where provided for in the County's Land Use Bylaw.

5. Multi-lot Country residential development (more than 5 (five) country residential parcels per quarter section) will only be allowed in the areas designated Serviced and Un-serviced Residential on **Map 5.1 – Future Land Use Concept**.

3.3 Residential Land Use

The **Future Serviced and Un-Serviced Residential Use Area** has been applied to that portion of the plan area that is currently developed or identified for future urban residential and/or country residential development.

Land within the **Future Serviced and Un-Serviced Residential Use Area** is generally intended for future residential development. For the purposes of this plan urban residential development is generally considered municipally serviced residential development while country residential development is considered residential development that is not serviced by municipal service; specifically, municipal sewer, water, and storm water management systems.

The following policies apply to land within the Future Serviced and Un-Serviced Residential Use area indicated on **Map 5.1 – Future Land Use Concept.**

1. The Future Serviced and Un-Serviced Residential Use areas shall be those lands within the Town of Smoky Lake and Smoky Lake County identified as Future Serviced or Un-Serviced Residential Use on **Map 5.1 - Future Land Use Concept**.

2. Undeveloped land designated for **Serviced or Un-Serviced Residential Use** development shall be buffered from uses that may have negative effects on future urban development by virtue of odour, heat, vibration, visual impact,

noise or light. This does not apply to such effects that arise in the course of normal, non-intensive farm operations.

3. Multi-lot residential developments are to be predominantly residential in nature. No developments will be approved either within the residential area or adjacent to the residential which would, in the opinion of the Town or County, negatively impact the Future Serviced or Un-Serviced Residential Area.

4. New multi-lot country residential development within the subject area, for the purposes of this plan shall be considered the development of more than 5 (five) lots without municipal piped sewage collection and water supply services within any quarter section, subject to the policies in **Section 3.2** of this plan.

5. Multi-lot country residential development to create more than (5) five parcels per quarter section shall be allowed only after amendment to the County's Land Use Bylaw, placing the lands where such development may occur into an appropriate Residential District.

6. The regulations for residential and accessory development in multi-lot residential and country residential developments shall be provided for in the Smoky Lake County Land Use Bylaw.

7. The following policies shall apply to multi-lot residential and country residential development applications and designs:

   a. internal road access shall be provided to each lot;

   b. the minimum parcel size for serviced residential lots shall be the minimum lot size indicated in the Town's Land Use Bylaw for residential lots; and

   c. the minimum parcel size for un-serviced country residential lots shall be 0.4 ha (1.0 acre), and the normal maximum parcel size shall be 1.21 ha (3.0 acres); and subdivision proposals shall indicate the location of development areas within lots as well as the natural areas on the lots.

8. Multi-lot country residential redistricting and subdivision proposals shall address potential conflicts with existing agricultural operations and proposed industrial and commercial operations that may occur on lands

designated for industrial or commercial development, and shall indicate how these potential conflicts will be resolved or mitigated.

9. Within the rest of the subject area, the Town and/or County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a multi-lot residential subdivision of more than 5 (five) residential lots within any residential area without municipal piped sewage collection and water supply services within any quarter section.

3.4 Commercial Land Use

The **Serviced and Un-Serviced Commercial Use Areas** identify portions of the subject area that are currently developed or identified for future commercial development. The following policies apply to land within Future Serviced and Un-Serviced Commercial Use areas identified on **Map 5.1 – Future Land Use Concept.**

1. The **Serviced and Un-Serviced Commercial Use Areas** shall be those lands within the Town and County identified as Serviced Commercial and Serviced & Un-Serviced Commercial Use on **Map 5.1 - Future Land Use Concept.**

2. Lands designated Serviced Commercial Use may develop in a range of uses which serve local and regional customers, and connects to piped municipal water and sanitary services. These uses include but are not limited to:

    a. hotels and motels

    b. food/beverage establishments

    c. gas bars/service stations

    d. travel information centres

    e. car washes

    f. souvenir shops

    g. personal service establishments within a hotel/motel

    h. retail stores with no more than approximately 200 sq. m of retail floor space

    i. vehicle or recreational equipment sales and service

j. recreational establishments

k. drive-through businesses

l. bus depots

m. bulk fuel storage and distribution

n. equipment sales, service and rentals

o. manufactured and modular home sales and service

p. public or quasi-public uses

q. surveillance suites

r. accessory uses or buildings

3. Lands designated **Serviced & Un-Serviced Commercial Use** may develop in a range of large lot highway-oriented commercial uses which serve local and regional customers.

4. Smoky Lake County may require that a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial commercial development within 1.6 km (1.0 mile) of the boundary of the Town of Smoky Lake.

3.5 Industrial Land Use

The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** identifies portions of the subject area that are currently developed or identified for future industrial development. The following policies apply to land within the **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area on MAP 5.1 – Future Land Use Concept**.

1. The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** shall be those lands within the County identified as **Serviced Industrial Use Area** or **Un-Serviced Industrial Use Area** on **Map 5.1 - Future Land Use Concept**.

2. Land designated **Serviced Industrial Use** may develop in a wide range of light industrial uses, and will be connected to piped municipal water and sanitary

services. Land uses that may be suitable for the area may include but are not limited to:

a. natural resource processing industries,

b. grain elevators,

c. manufacturing, processing, storage, packaging, or assembly of goods or materials, including petroleum products, chemical and associated products, pulp and paper products, fertilizer, or animal by-products,

d. warehousing, storage, receiving, or distributing facilities,

e. metal processing or fabrication operation or storage,

f. agricultural services,

g. auctioneering,

h. bulk fuel storage and distribution,

i. accessory offices,

j. commercial greenhouses,

k. transportation and public utility facilities/buildings,

l. accessory surveillance suites,

m. public utilities,

n. public or quasi-public uses (e.g., municipal equipment and maintenance yards), and

o. accessory uses or buildings,

provided that any nuisance such as odour, noise, glare, vibration, heat, smoke, or effluent is confined to the site of the establishment or within the applicable **Serviced Industrial Use**, or substantially mitigated in accordance with the policies and/or regulations and/or design of a Development Concept Plan or Area Structure Plan, especially in those areas in proximity to existing or proposed residential areas or in proximity to the Town.

In this respect, individual developments will not necessarily be precluded; however, extra precautions shall be required such as requiring a warning system or so-called "disaster plan" should the need arise.

3. Land designated **Un-Serviced Industrial Use** may develop in a wide range of light industrial or rural industrial uses, and will utilize onsite water and sanitary systems.

4. Smoky Lake County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial rural industrial development within 1.6 km (1.0 mile) of the boundary of the Town of Smoky Lake.

5. For the purposes of implementing this policy, the definition of the term "substantial" shall be as agreed upon by the consensus of Town and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3.6 Community Land Use Area

The **Community Use Area** identifies that portion of the subject area that is currently developed for community or recreational uses. It is the intent of this plan that this area continue to be used for community and recreational purposes to provide benefit to both the Town and County. The following policies apply to land within the **Community Use Area on Map 5.1 – Future Land Use Concept.**

1. The **Community Use Area** shall be those lands within the Town identified as Future Community Use area on **Map 5.1 - Future Land Use Concept.**

2. Land designated Future Community Use may develop in a wide range of community uses. Land uses that may be suitable for the area are limited to the permitted and discretionary uses listed in the appropriate land use districts of the Town of Smoky Lake and Smoky Lake County Land Use Bylaws.

3. Some residential development may also be permitted in the Community Use Area if the proposed development is consistent with applicable provisions in the Smoky Lake County Land Use Bylaw, federal regulations and provincial regulations.

3.7 Municipal Services and Road Policies

1. The Town of Smoky Lake and Smoky Lake County shall establish strategies and standards for the orderly, efficient and economical extension of wastewater collection, water distribution systems, storm water management, and roads within the subject area.

2. Some of the development strategies within the subject area are closely connected to the ability and need for municipal piped services.

3. Future servicing with municipal piped services may be required within the Future Residential Use area. If such services are not available due to cost or capacity limitations or other reasons, the area shall not be developed for serviced residential purposes unless it meets a minimum agreed residential development standard.

4. Where it is deemed appropriate, necessary and/or desirable, further to this plan, the Town and County will endeavor to enter into agreements respecting municipal piped services in the subject area.

5. Where proposed developments may impact intersections between Provincial highways and municipal roads, as shown on **Map 5.2 – Major Intersections**, additional consultation with Alberta Transportation will be required prior to approval by the Town and/or County. This consultation may include the preparation of a Traffic Impact Assessment satisfactory to Alberta Transportation. All costs of the TIA and any corresponding intersection improvements will be the responsibility of the developer/proponent.

6. The Town and the County will continue to work cooperatively with Alberta Transportation to identify and mitigate traffic impacts and identify the scheduling of necessary improvements at the intersections of highways and municipal roads as shown on **Map 5.2 – Major Intersections.**

3.8 Social Services

Social services within the Plan area are provided by provincial agencies, not-for-profit and volunteer organizations and by the Town, the County and in some instances the Town and the County collaboratively. Currently the following social services are joint Town/County initiatives:

- The Foundation
- Emergency Services
- Recreation
- Ag Society

1. The Town and the County will continue to work cooperatively to provide social services to community members within the Smoky Lake region.

2. The Town and the County will endeavor to explore opportunities for expanding joint service provisions.

3.9 Emergency Services

Emergency Services within the plan area are provided by the following agencies and organizations:

- Police Service
- Lakeland Regional Health
- Smoky Lake Volunteer Fire Department (with fire halls in the Village of Vilna, the Town of Smoky Lake & the Village of Waskatenau)

1. The Town and the County will continue to work collaboratively to provide fire and rescue services to the region.

3.10 Development Concept Plans & Area Structure Plans

1. A Development Concept Plan or Area Structure Plan may describe, outline, or provide, among other matters, in text and map form:

   a. a definition of the affected area and a description of the relationship between the affected area and surrounding lands;

   b. an indication of the proposed land uses and the area of each land use;

   c. an indication of the total number of dwelling units proposed on the quarter section (if applicable);

d. policies and plans addressing buffering from adjacent land uses which may be affected by or which may affect a residential community (if applicable);

e. policies respecting phasing, if any, including an indication of which lots will be developed first and how the development of these lots will be designed specifically to allow for further development of the subject quarter section into residential lots;

f. policies respecting environmental protection, habitat, ecological conservation, effect on the adjacent agricultural community, including any existing or potential confined feeding operations;

g. policies and plans addressing natural and man-made limitations to development such as flood susceptibility, bank subsidence, erosion, railway lines, oil and gas wells, pipelines, and other facilities (including active, inactive, abandoned, and decommissioned facilities, sour gas, etc.), gravel operations or resources, airports, agricultural operations, historical resources, other nearby land uses, etc.;

h. policies respecting built form, amenities, aesthetics, landscaping, architecture, buffering from potential limiting factors, dealing with the potential for land use conflict, etc.;

i. policies and plans for necessary water supply, sanitary sewage disposal, and storm water management;

j. as required, policies relating to:

    i. the impact on adjacent land uses;

    ii. the impact on community services, such as fire protection;

    iii. the municipal servicing costs associated with the development, and landscaping; and

    iv. wetland mitigation.

k. a Phase I Environmental Assessment, describing the possibility of contamination within the subject area and, if the Phase I indicates, a Phase II Environmental Assessment, describing the extent of any contamination within the subject area and the means of mitigation;

l. engineering information in sufficient detail to show how that is to be done;

m. if the development is to provide water by a municipal piped water supply system, engineering information showing how that is to be done;

n. if the development is to be supplied with water by means other than a municipal piped water supply system, a report which would satisfy the requirements of Section 23(3)(a) of the Water Act;

o. an assessment of the general suitability of the Plan area for sewage disposal by tile field (percolation tests);

p. a determination of any flood plains relating to any water bodies within or adjacent to the subject site, including a description as to how any flood plain lands will be made suitable for development without transferring the flood hazard to other lands;

q. an assessment of the stability of any banks (either steep slopes or watercourse valleys) within or adjacent to the subject site, including a description as to how any bank stability hazards will be mitigated without transferring the stability hazard to other lands;

r. A wetland assessment (prepared by a certified wetland professional) that delineates and classifies wetlands (onsite and offsite) that will be impacted by the proposed development.

s. if within 0.8 km of a Highway, a Traffic Impact Assessment, indicating the vehicular generation from the development at various stages of development, and any roadway improvements that may be necessary on adjacent and nearby roads and Highways (and on their intersections) resulting from that vehicular generation;

t. an assessment of the site, indicating

    i. how Environmental Reserves, Environmental Reserve Easements, Municipal Reserves, and other land management tools are to be used to protect significant biophysical sites;

ii. how all Provincial and Federal legislation and regulations are to be adhered to respecting wetlands, habitat, and environmentally sensitive lands;

u. an assessment of all other limitations to development, including potential and actual land use conflicts, which have been identified, indicating how the limitations and conflicts are to be accommodated, dealt with, and/or overcome; and

v. other policies and plans as may be indicated by the proponent or the municipality to address any unique circumstances of the Development Concept or Area Structure Plan area.

2. The level of detail required in a Development Concept Plan or Area Structure Plan shall be as agreed upon by the consensus of Town and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3. The process for considering a Development Concept Plan or Area Structure Plan for approval will be the same as for a major development proposal. The approving authority shall be the Council of the municipality in which the site of the Development Concept Plan or Area Structure Plan is located.

4 Plan Implementation

4.1 Implementation Policies

The Councils of the Town of Smoky Lake and Smoky Lake County have agreed to the following implementation policies which will be used in implementing the policies contained in this plan.

4.2 Plan Amendments

1. An amendment to this plan may be proposed by either municipality. An amendment to the plan proposed by a landowner shall be made to the municipality in which the subject land is located.

2. An amendment to this plan has no effect unless it is adopted by both municipalities by bylaw.

4.3 Annexation

1. There will continue to be a boundary between the Town of Smoky Lake and Smoky Lake County for administration of services such as maintenance of infrastructure, waste management, development control, weed control, etc.

2. There is a need for periodic expansion of the urban area, and thus the Town of Smoky Lake, by annexation. Annexations will occur from time to time in a positive, orderly, and timely manner with an agreed-upon process where there is a clear need for Town annexation to provide more land for urban development.

3. The Town of Smoky Lake shall demonstrate reasonable need for annexation through appropriate growth studies to support annexation applications.

4. Each municipality shall protect lands identified in the plan suitable for municipal piped services from land uses and developments that might unduly interfere with and create conflict with future urbanization.

5. Both municipalities shall follow the annexation process as outlined in the Municipal Government Act current at the time an annexation application is made.

4.4 Cost/Revenue Sharing Schemes

1. Any agreements for cost and revenue sharing shall be to benefit the future development of land within the plan's subject area.

2. The Town and County will explore cost and revenue sharing opportunities as development occurs and through the review and approval process of each Development Concept Plan or Area Structure Plan.

4.5 Framework

1. This plan is conceptual. Its policies do not delve into the fine details of land use, servicing, or implementation but instead set out a framework of guidelines for municipal planning policies.

2. The Town of Smoky Lake and Smoky Lake County will co-operate in pursuing mutually beneficial economic development initiatives that would attract investment and create employment opportunities in the Smoky Lake Region.

3. **Map 5.1 – Future Land Use Concept** of this plan will be the primary land use document supplemented by implementation tools such as Development Concept Plans and Area Structure Plans. The Town of Smoky Lake and Smoky Lake County shall amend their respective Municipal Development Plans and Land Use Bylaws as necessary to be consistent with the policies and provisions of this plan.

4.6 Establishment of the Intermunicipal Planning Committee

1. The Intermunicipal Planning Committee (IPC) will be established upon Third Reading of the Bylaws adopting this plan.

2. The Intermunicipal Planning Committee will not be a decision-making body, but will submit recommendations to the approving bodies of the respective municipalities, striving for consensus as much as possible.

3. The Intermunicipal Planning Committee will be comprised of two (2) members each of the Councils of the Town of Smoky Lake and Smoky Lake County. The ICP will select its own chairman and vice-chairman. The Councils may appoint alternative members, should any member not be able to attend Committee meetings. Additionally, the Chief Administrative Officer or the Development Officer of each municipality shall be ex-officio members of the Committee.

4. The Intermunicipal Planning Committee shall establish its own rules of procedure, including its own schedule of meetings, with meetings being held as required.

4.7 Intermunicipal Planning Committee

1. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and the Town will present their positions on the matter to the Committee.

2. After consideration of a matter, the Committee may:

    a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

    b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

    c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

    d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

    e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or undertake any other action it deems reasonable.

3. The Intermunicipal Planning Committee shall not deal with all development matters within the Town of Smoky Lake + Smoky Lake County Intermunicipal Development Plan subject area. Rather, it will deal with all matters referred to it in the manner described in **Section 4.7** of this plan.

4. The Intermunicipal Planning Committee has the following functions:

    a. to clarify the intent and interpretation of the plan;

    b. to develop specific strategies related to the provision of infrastructure, service provision, cost sharing, etc. for proposed subdivision and development in the subject area that reflect the policies and guidelines set out in this plan;

c. to review and comment on applications to amend this plan;

d. to review and comment on development matters referred to it in accordance with this plan; and

e. to undertake such other matters as it deems reasonable and as are referred to it by either Council or municipal administration.

5. The Town of Smoky Lake and Smoky Lake County agree that the County's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications received within subject area and that the Town's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications within the subject area.

6. Each municipality's Subdivision Authority and Development Authority will deal with an application within their own boundaries in accordance with the policies of this plan.

7. Depending on the nature of the proposed subdivision or development, the Intermunicipal Planning Committee may provide recommendations related to the proposed development or subdivision.

4.8 Dispute Resolution/Mediation Procedures

1. The dispute resolution process for matters related to this plan is outlined in this section. The emphasis of the dispute resolution process is mediation at the municipal level prior to an appeal to the Land and Property Rights Tribunal. This process assumes that the two parties may have significant differences of opinion on any matter and that third-party assistance may be necessary to help resolve the disputes.

2. For the purposes of this plan, a dispute is defined as a disagreement between the Town of Smoky Lake and Smoky Lake County on any statutory plan, any Land Use Bylaw, or any amendment to any statutory plan or Land Use Bylaw which is given First Reading by a Council, or any subdivision or development permit application, or any scheme for the provision of municipal services, which the other municipality deems may be inconsistent with the goals, objectives, and policies of this plan.

3. Decisions on all disputes will be made by the respective municipalities in accordance with the provisions of this plan and the Municipal Government Act, but with review as indicated in **Section 4.7.5** of this plan.

4. The Town of Smoky Lake and Smoky Lake County agree to consider the establishment of an Intermunicipal Subdivision and Development Appeal Board to deal with appeals arising from subdivision or development permit decisions within the subject area.

5. Disputes shall be addressed and shall be resolved through any of the following mechanisms either singularly or in combination with each other:

   a. Administrative Review

   b. Intermunicipal Planning Committee

   c. Municipal Councils

   d. Mediation

   e. Non-binding Arbitration

   f. Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

   g. Court Option

6. In the event of a dispute, the applicant municipality will not give approval to the matter in any way (e.g., development permit or subdivision approval, or Second or Third Reading of a bylaw) until the dispute is past the mediation stage.

7. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure and may supersede the time processes provided for in this plan.

4.9 Administrative Review

1. The municipality within which any development, subdivision, land use bylaw amendment, servicing scheme, or other matter is proposed (hereinafter referred to as "the applicant municipality") will provide complete information concerning the matter to both the other municipality and to the Intermunicipal Planning Committee. The other municipality (hereinafter referred to as "the responding municipality") will undertake an evaluation of the matter and provide comments to the administration of the applicant municipality.

2. If there is any concern, the two administrations shall discuss the issue and attempt to resolve the matter.

3. If the administrations resolve the concern, the responding municipality will formally notify the applicant municipality and the Intermunicipal Planning Committee, and the applicant municipality will take the appropriate actions to consider approving the matter.

4. If the issue is not resolved at the administrative level, the applicant municipality's administration shall refer the matter to the Intermunicipal Planning Committee.

5. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the Town and County will present their positions on the matter to the Committee.

6. After consideration of a matter, the Committee may:

   a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

   b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

   c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

   d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

   e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or

   f. undertake any other action it deems reasonable.

4.10 Municipal Councils

1. After receiving the recommendations of the Intermunicipal Planning Committee with respect to a particular matter, each Council will establish a position on the matter.

2. If both municipal Councils agree on a matter, then the consideration of approval (including, if necessary, an amendment process) can be completed. If neither Council supports the matter, then no further action will be undertaken.

3. If the Councils cannot agree on a matter, then the matter may be referred to a mediation process.

4. If the matter goes to mediation, the applicant municipality will not give any approval to the matter until mediation has been pursued.

4.11 Mediation

1. The following will be required before a mediation process can proceed:

   a. agreement by both Councils that mediation is necessary;

   b. appointment by both Councils of an equal number of elected officials to participate in a mediation process;

   c. engagement, at equal cost to both municipalities, of an impartial an independent mediator agreed to by both municipalities; and

   d. approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.

2. If agreed to by both municipalities, any members of the Intermunicipal Planning Committee or administrative staff from either municipality who are not participating directly in the mediation process may act as information resources either directly or indirectly to the mediation process.

3. All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.

4. At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.

5. If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will consider the mediator's report and the respective positions of the municipal administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality and will be subject to the formal approval of both Councils.

6. If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then a non-binding arbitration process as described below may be initiated.

4.12 Non-Binding Arbitration

1. The following will be required before a non-binding arbitration process can proceed:

    a. agreement by both Councils that non-binding arbitration is necessary;

    b. appointment by both Councils of officials to participate in the non-binding arbitration process;

    c. engagement, at equal cost to both municipalities, of an impartial and independent arbitrator agreed to by both municipalities; and

    d. approval by both municipalities of an arbitration schedule, including the time and location of meetings and a deadline for the completion of the process.

2. At the conclusion of the non-binding arbitration, the arbitrator will submit a report to both Councils.

3. If both Councils agree, then the arbitrator's recommendations will be implemented by the Council or Councils as necessary. Any arbitrator's decision will not be binding on either municipality unless both municipalities concur, and will be subject to the formal approval of both Councils.

4. If no agreement can be reached to abide by the arbitrator's decision or if both Councils do not approve the arbitrator's recommendation, then an appeal process may be initiated if provided for under the provisions of the Municipal Government Act. If there is no appeal process available, then the applicant municipality may proceed with any approvals as are allowed.

4.13 Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

1. If the mediation process fails, the applicant municipality may approve the matter (e.g., a Land Use Bylaw amendment, a development permit approval, etc.).

2. If the applicant municipality passes a bylaw to implement the matter, then the responding municipality may appeal that action to the Land and Property Rights Tribunal under the provisions of Section 690 of the Municipal Government Act in accordance with that Act.

3. If the appeal of the matter is to the applicant municipality's Subdivision and Development Appeal Board, the responding municipality may appeal that action to the Subdivision and Development Appeal Board as it sees fit.

4. If there is no appeal available pursuant to the Act, then the responding municipality may wish to pursue a Court option.

4.14 Court Option

1. After any action by the Land and Property Rights Tribunal, or the applicant municipality's Council or Subdivision and Development Appeal Board from which there is no further appeal, the responding municipality will have the option, should it so choose, of undertaking a court challenge of the matter.

5 Maps

5.1 – Future Land Use Concept

5.2 – Major Intersections

5.1 Future Land Use Concept

Implementation

5.2 Major Intersections

6 Appendix A – Information Maps

6.1 – CLI Agriculture

6.2 – Local Features

6.1 CLI Agriculture

6.2 Local Features

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1424-22

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of adopting an Intermunicipal Development Plan for Smoky Lake County & the Village of Waskatenau.

****

WHEREAS an Intermunicipal Development Plan has been prepared for Smoky Lake County & the Village of Waskatenau and based on public input and studies of land use, development and other relevant data; and

WHEREAS the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan area may be carried out in an orderly and economic manner;

WHEREAS the Council of the Village of Waskatenau and the Council of the County of Smoky Lake County had adopted Intermunicipal Development Plan Bylaw 662-17 and Bylaw 1304-17 respectively;

AND WHEREAS the Bylaw 662-17 and Bylaw 1304-17 expired on August 17, 2022;

NOW THEREFORE the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the Municipal Government Act R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. For clarity, Bylaw 1304-17 is hereby rescinded.

2. This Bylaw may be cited as "Smoky Lake County & the Village of Waskatenau Intermunicipal Development Plan".

3. The Smoky Lake County & Village of Waskatenau Intermunicipal Development Plan is attached hereto as **Schedule "A"** to this Bylaw is hereby adopted.

4. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this **22nd** day of **September,** AD **2022**.

[redacted]

REEVE
Lorne Halisky

S E A L [redacted]

CHIEF ADMINISTRATIVE OFFICER
Gene Sobolewski

READ a Second Time this **26th** day of **October,** AD **2022**.

READ a Third and Final Time this **26th** day of **October,** AD **2022** and finally passed by Council.

[redacted]

REEVE
Lorne Halisky

S E A L [redacted]

CHIEF ADMINISTRATIVE OFFICER
Gene Sobolewski

SCHEDULE 'A'



Smoky Lake County & Village of Waskatenau

Intermunicipal Development Plan Bylaw1424-22

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1 Interpretation

1.1 Definitions

1. **Area Structure Plan** is a statutory plan that establishes the general planning framework for future subdivision and development of an area of undeveloped land;

2. **Building** includes anything, whether temporary or permanent, constructed or placed on, in, over, or under land but does not include a highway or road or a bridge forming part of a highway or road;

3. **Confined Feeding Operation** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds. Confined Feeding Operations are regulated under the Agricultural Operation Practices Act (AOPA) in Alberta;

4. **Country Residential** means any development located in a rural area which is situated on a lot used solely for private residential purposes and accessory uses and is not connected to municipal sewer and water services. The dwelling unit may be occupied permanently or seasonally;

5. **Development** means:

   a. an excavation or stockpile and the creation of either of them, or

   b. a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land, or

   c. a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or

   d. a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

6. **Development Authority** means the Development Authority established by the Village of Waskatenau and the Smoky Lake County Development Authority Bylaws;

7. **Environmental Reserve** means land considered undevelopable because of its natural features or location (e.g., unstable slopes, shoreline areas, etc.) that is dedicated to the municipality at the time of subdivision by the landowner, as provided for in the Municipal Government Act;

8. **Environmental Reserve Easement** is an easement that is registered on the title of a parcel of land in favour of the municipality for the purpose of the protection and enhancement of the environment;

9. **Extensive Agriculture** means the use of land or buildings, including the first dwelling or manufactured home, an agricultural operation which require large tracts of land (usually in the order of 80 ac. (32.4 ha.) or more). This use may include the outdoor cultivation of industrial hemp, but does not include intensive agriculture, cannabis production and distribution, or a confined feeding operation which requires either a registration or an approval under Part 2 of the Agricultural Operations Practices Act, R.S.A. 2000, c. A-7, as amended or replaced;

10. **Farmstead** means the currently inhabited or formerly inhabited residence or other improvements connected with a farm or an intensive agricultural use. Farmstead also includes a currently vacant site, which is intended to be used as a country residence;

11. **Fragmented Parcel** means a parcel of land or a part of a parcel of land that is separated from the balance of the parcel of land by a natural barrier such as a river or coulee, or by a physical barrier such as a road, railroad, or highway;

12. **Intensive Agriculture** means an agricultural operation which raises crops on a land-intensive basis. Intensive agriculture includes, greenhouses, silviculture and sod farms, but does not include confined feeding operations cannabis production and distribution or industrial hemp production and distribution facilities;

13. **Multi-lot Country Residential Development** means any subdivision, which will create two or more country residential or farmstead lots on a quarter section;

14. **Municipal Reserve** is land (or cash-in-lieu of land, or both) dedicated by a landowner to the municipality at the time of subdivision for the purpose of

providing parks, recreation facilities and school sites as provided for in the Municipal Government Act;

15. **Public Utility** means a public utility, as defined in the Act. More specifically, a public utility means:

    a. a system, works, plant, equipment or service for the production, transmission, delivery or furnishing of water, heat, light, or power supplied by means other than electricity, either directly or indirectly to or for the public;

    b. an oil pipeline the proprietor of which is declared by the Energy Resources Conservation Commission to be a common carrier; and

    c. an electric utility; (Section 1(i) Public Utilities Act 2010 as Consolidated).

2 Introduction

2.1 Purpose

The purpose of this intermunicipal development plan is to identify and communicate a plan for improving regional collaboration in the areas of intermunicipal growth, land use, infrastructure, recreation, social, and emergency services planning, and joint service provision.

These documents were structured so that to further their implementation they could be approved by the respective Councils of the partner municipalities as Intermunicipal Development Plans.

The adoption of this Intermunicipal Development Plan provides the Village and the County with a joint future land use plan to help guide growth and development within the Plan Area.

2.2 Approach

This Plan utilizes a comprehensive approach to land-use planning. In practice, this means that local information, specialized viewpoints, and environmental stewardship practices are used in the decision-making process for land use and development.

This approach considers both the past and present human and physical environments. Considering where the community has been, where it is presently and where it wants to go enables both municipalities to set in place a Plan for how to reach their desired destination. This approach to planning assumes that the Plan's policies and subsequent decisions will be based on careful consideration of environmental information, stakeholder interests and municipal goals and objectives. This approach offers communities the opportunity to provide widely-accepted and lasting solutions to development and land use management issues.

2.3 Goals

The goals of this Plan are to assist the Smoky Lake Region achieve the following short- and long-term benefits:

Short Term Benefits

- Provide all municipalities within the region with a service delivery tool or Plan to assist with determining the viability of regional municipal service delivery.

- Better facilitate inter-municipal and intra-regional cooperation relating to economic and community development issues, opportunities, and challenges.

- Increase overall community and economic development capacity building essential to both short term and longer-term community viability, sustainability, and quality of life.

- Develop a more effective process and planning strategy for coordinating intermunicipal growth, land use, infrastructure, recreation, social services, and emergency services.

Long Term Benefits

- The development and implementation of a regional framework that strengthens regional collaboration and integrated regional service delivery models to increase efficiencies and provide a stronger more unified approach to addressing the issues identified as important to community members within the Smoky Lake Region.

- Increased business/investment attraction "presence" throughout the Smoky Lake Region.

- Improved business retention, growth, and business attraction throughout the region.

- Improved regional fiscal and financial sustainability.

- Increased opportunities for leveraging regional strengths into regional competitive advantages.

2.4 Enactment

The policies contained within this Plan come into force once the Councils of the Village of Waskatenau and Smoky Lake County have each given Third Reading to the bylaws adopting the Village of Waskatenau + Smoky Lake County Intermunicipal Development Plan.

2.5 Duration

This Plan will establish, in general terms, the general land use patterns, together with the conditions upon which the provision of municipal services may occur in the subject area, and mutually agreed policy directions for the next 25 years following the adoption of the Plan.

While this Plan is meant to be a long-range planning document, it is intended that regular monitoring, review, and periodic amendments may be required for policies in the Plan to remain current with changing development trends and growth within the region. A process for amending the Plan has been established as a part of this Plan.

The Plan shall be reviewed every five years from the date on which the Plan comes into effect to ensure that it is still current and meets the needs of the Village of Waskatenau, Smoky Lake County, and the entire Smoky Lake Region.

2.6 Enabling Legislation

The provincial legislation that allows one or more municipalities to adopt an Intermunicipal Development Plan is the Municipal Government Act.

Section 631 of the Municipal Government Act states, in part:

> (1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries ...must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.
>
> (2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one, but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).
>
> (8) An intermunicipal development plan
>
> (a) **must** address

(i) the future land use within the area,

(ii) the manner of and the proposals for future development in the area,

(iii) the provision of transportation systems for the area, either generally or specifically,

(iv) the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area,

(v) environmental matters within the area, either generally or specifically, and

(vi) any other matter related to the physical, social, or economic development of the area that the councils consider necessary, and

(b) **must** include

(i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,

(ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and

(iii) provisions relating to the administration of the plan.

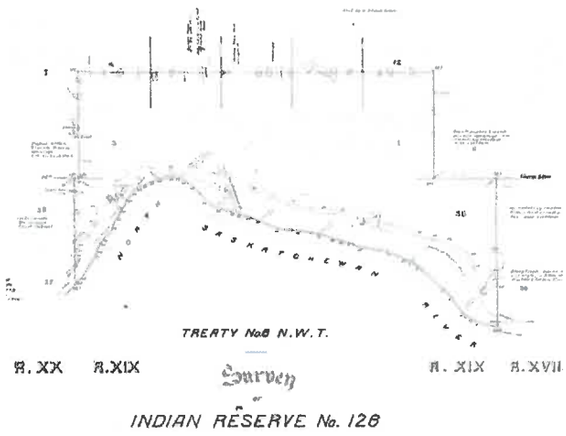
The procedure for adopting an Intermunicipal Development Plan is described in Section 692 of the Municipal Government Act.

2.7 Subject Area Boundary

The area of the Village of Waskatenau and Smoky Lake County to which this Plan applies is identified on**5.1 - Future Land Use Areas.**

2.8 Subject Area Profile

Location and History



'Waskatenau' comes from the Cree word '*Washatanow* 'which is a translation of the Cree "*opening in the riverbank*" is formerly home to the band of Chief "Bear's Ears". After the signing of Treaty 6, the band which numbered about 60 souls initially settled on the nearby 'Bear's Ears Indian Reserve No. 126' in 1889 but this was forcibly surrendered back to the federal government 1896, and the band was 60 miles east to Saddle Lake. The former Reserve was renamed the district of Pine Creek and was made available for settlers in 1904. By 1912, nearly all homesteads in the area had been claimed.

Unlike some other areas of Smoky Lake County, which became home to a concentration of immigrants with similar origins, settlers in the Waskatenau area arrived from places as diverse as the United States, Scandinavia, the British Isles and Eastern Europe.

The Village of Waskatenau came into existence in 1919 after the arrival of the railway. By 1929 Waskatenau was thriving and included: four general stores, a hardware store, two barber shops, one pool hall, one bank, a meat market, two confectionery shops, one boarding house, one hotel, two restaurants, two blacksmiths, two garages, five grain elevators, one bakery, two lawyers, one doctor, a skating rink, a community hall, two churches and a three-room school as well as fifteen organizations. In 1932 Waskatenau was incorporated into a village.

Major resource extraction and industrial development in Alberta has had a significant impact on the Village of Waskatenau. While the Village does not currently include major resource extraction or industrial developments, many Village residents work in natural resource extraction industries, or for industries outside of the Village. Although indirect, regional resource extraction and industrial developments are crucial factors in the Village's social and economic viability.

Local Features are identified on **Map 6.2- Local Features** in Appendix A.

Transportation

The IDP area encompasses segments of two provincial highways: 28 and 831, which generally travel east/west and north/south respectively. The junction between these two highways, north-west of the Village, has recently been realigned from a 4-way stop into a traffic circle which has contributed to more streamlined traffic flows and fewer accidents.

Within the IDP area, direct access to the Village is achieved:

- Primarily, off highway 28 via County Range Road 193A which turns into the Village 50th or Main Street;
- Secondarily, off highway 28 via County Range Road 193B, which turns into Village 52nd Street; and
- Off highway 831 via County Township Road 592, which turns into Village 50th Avenue before exiting the Village and forming a junction with County Range Road 193 which itself bounds the Village to the south-west, also shares junctions with highway 28 to the north.

Generally, Village roads are maintained to a paved urban-rural standard, and County, to an un-paved rural road standard.

The Iron Horse Trail also finds its western terminus at Waskatenau.

Environmental Characteristics

The Village of Waskatenau in a generally flat portion of Smoky Lake County, next to a tributary water course (Waskatenau Creek) that flows into the nearby (south of the Village) North Saskatchewan River. Small stands of mixed boreal forest are located along the water course, and throughout the subject area. Lands to the south of the Village adjacent to the North Saskatchewan River are abundant with historic resources, as that area of the County is part of the Victoria District National Historic Site of Canada. These lands are also part of a larger 'blue and green' network of regional and provincial environmentally significant areas. The Village and County will also cooperate to enhance future trail connectivity and environmental stewardship goals.

Most undeveloped lands within the subject area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Existing Land Uses

Within the Village are a variety of planned land uses. Residential development in the Village of Waskatenau primarily consists of low-density, single-family dwellings. Residential development adjacent to the Village consists of country residential style housing, on acreage-style lots and in association with agricultural operations.

Commercial developments within the Village include downtown-style shops and services, and large lot developments.

Recreational and community use developments in the subject area include community parks and outdoor recreational facilities, and the Waskatenau Creek Nature Trail and Train Trestle.

Municipal Services

The Village of Waskatenau provides municipal water (via the Highway 28/63 Regional Water Line which extends through the County) and community sewage treatment services to most of the Village including storm and sanitary sewer. All roadways within the Village are developed to an urban standard (paved with sidewalks).

A wide variety of 'soft' services exist within the Village and the subject area which are provided by a blend of municipal and community sources, including: the Waskatenau Equine Centre, a senior citizen's drop-in centre, the Royal Canadian Legion Cabin, a library, the Waskatenau Creek Nature Trail, Train Trestle, the Pine Creek Park and Campground, a regional volunteer fire department, a school, churches, and a variety of recreational facilities.

3 Intermunicipal Growth

3.1 General Land Use Policies

1. Future subdivision and development shall be in accordance with this Plan. Deviations from this plan shall require amendment to the plan as set out in this Plan and under the Municipal Government Act.

2. The partner municipalities agree to work with development proponents and other regulators such as Alberta Transportation and Alberta Environment &Parks (AEP) to encourage the preparation of area structure plans and/or development concept plans, where required by this Plan.

3. New applications for Confined Feeding Operations (CFOs) in subject area, or applications for the expansion of any existing confined feeding operations in the subject area, shall not be supported.

4. The Village and County will work together to provide an adequate inventory of suitable lands to attract a broad range of business and appropriate industry. The Village and County will encourage industries that generate large volumes of traffic or substantial traffic loads (in terms of either bulk or weight or potential hazard) to locate in such a manner as to minimize negative traffic impact, such as the Village through-traffic.

5. Subdivision applicants shall dedicate a minimum of 30 metres of Environmental Reserve, in accordance with the provisions of the Municipal Government Act adjacent to significant wetlands, water bodies and areas with a slope of more than 15 degrees.

6. At the sole discretion of the Subdivision Authority for the affected municipality, the amount of Environmental Reserve required may be varied upward or expanded to accommodate unique site conditions such as steep slopes, bank instability, or pre-existing development.

7. Subdivision applicants will be required to dedicate the full amount of Municipal Reserve owing in the forms provided for in the Municipal Government Act. The Village and County will consider establishing jointly-administered cash-in-lieu of Municipal Reserve fund.

8. Smoky Lake County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of an amendment to the County Land Use Bylaw in the IDP area.

3.2 Agricultural Land Use

The **Agricultural Land Use Area** identifies portions of the Plan Area that are currently used for agricultural or country residential purposes and lands that may be suitable for future agricultural developments.

The following policies apply to land within the Agricultural Land Use Area:

1. The Agricultural Land Use Area shall be those lands within the IDP area identified as **Agricultural** on **Map 5.1 - Future Land Use Areas**.

2. Agricultural operations in the Plan Area are to be protected from encroachment by either competing or conflicting developments resulting from the premature conversion or agricultural land to other land uses.

3. Extensive Agriculture will be allowed within the Plan Area. Intensive Agriculture (excluding confined feeding operations) will be allowed, where provided for in the County's Land Use Bylaw. Subdivision and development applications for new Intensive Agriculture developments and the expansion of existing Intensive Agricultural developments will be circulated to the IPC for comments prior to the issuance of a decision by the County's approving (subdivision or development) authority. The IPC will review the application in relation to potential environmental and infrastructure impacts such as: siting of the proposed development in relation to prevailing winds, adjacent land uses, and the impacts on the transportation network.

4. Country Residential development may occur within the Agricultural Land Use Area at the discretion of the Subdivision Authority where provided for in the Agricultural District and Highway Commercial District within the County's Land Use Bylaw.

5. Un-serviced Multi-lot Country residential development (more than 5 (five) country residential parcels per quarter section) will not be allowed.

6. Confined Feeding Operations shall not be supported within the lands designated for Agricultural development in on **Map 5.1 - Future Land Use Areas**, because of potential negative impacts on the residential area within the Village.

3.3 Residential Land Use

The **Future Serviced a Residential Use** area identifies that portion of the subject area that is currently developed or identified for future urban residential development.

Land within the Future Serviced Residential Use area is generally intended for urban style residential development. For the purposes of this plan residential development is generally considered municipally serviced residential development while Country Residential development is considered residential development that is not serviced by municipal service; specifically, municipal sewer, water, and storm water management systems.

The following policies apply to land within the Future Residential Use area indicated on **Map5.1 - Future Land Use Areas**.

1. The **Serviced Residential** use area shall be those lands within the Village of Waskatenau and Smoky Lake County identified as **Serviced Residential** on **Map 5.1 - Future Land Use Areas.**

2. Land designated **Serviced Residential Use** within the subject area shall be developed in a predominantly residential neighbourhood form, with a mixture of residential densities, park and recreation uses, and should the Development Concept Plan or Area Structure Plan for the area indicate, some small-scale, neighbourhood oriented commercial uses.

3. Undeveloped land within the subject area shall be buffered from uses that may have negative effects on future urban development by virtue of odour, heat, vibration, visual impact, noise, or light. This does not apply to such effects that arise during normal, non-intensive farm operations.

4. No development will be approved either within residential areas or adjacent to them which would, in the opinion of the Village or County, negatively impact ability to safely, efficiently and cost-effectively service the Future Residential Area.

5. The regulations for residential and accessory development in multi-lot residential developments shall be provided for in the Land Use Bylaws, of the Village of Waskatenau and Smoky Lake County.

6. The following requirements shall apply to new multi-lot residential developments:

    a. internal road access shall be provided to each lot;

b. the minimum parcel size for serviced residential lots shall be the minimum lot size indicated in the Village's Land Use Bylaw for residential lots.

3.4 Commercial Land Use

The **Serviced and Un-Serviced Commercial Use** areas identify portions of the subject area that are currently developed or identified for future commercial development. The following policies apply to land within **Future Serviced and Un-Serviced Commercial Use** area and the **Serviced Commercial Use** area identified on **Map 5.1 - Future Land Use Areas**.

1. The **Future Serviced and Un-Serviced Commercial Use** area and the **Serviced Commercial Use** area shall be those lands within the Village and County identified as **Future Serviced or Un-Serviced Commercial Use** and **Serviced Commercial Use** area respectively on **Map 5.1 - Future Land Use Areas**.

2. Land designated **Serviced and Un-Serviced Commercial Use** or **Serviced Commercial Use** area may develop in a wide range of commercial uses. Land uses that may be suitable for the area are limited to the permitted and discretionary uses listed in the Commercial Districts of the Village of Waskatenau and Smoky Lake County Land Use Bylaws. All new commercial development within the serviced commercial area shall be connected to municipal piped sanitary sewer and water services.

3.5 Industrial Land Use

The **Serviced or Un-Serviced Industrial Use** area identifies portions of the subject area that are currently developed or identified for future industrial or public utility development. The following policies apply to land within the Future Serviced and Un-Serviced Industrial Use area.

1. The **Future Serviced and Un-Serviced Industrial Use** area shall be those lands within the Village and County identified as **Future Serviced or Un-Serviced Industrial Use** area on **Map 5.1 - Future Land Use Areas.**

2. Land designated **Future Serviced or Un-Serviced Industrial Use** may develop in a wide range of industrial uses. Land uses that may be suitable for the area are limited to the permitted and discretionary uses listed in

the Industrial Districts of the Village of Waskatenau and Smoky Lake County Land Use Bylaws.

3.6 Community Land Use Area

The **Community Use area** identifies that portion of the subject area that is currently developed for community and recreational use. It is the intent of this Plan that this area continues to be used for community and recreational purposes to provide benefit to both the Village and County. The following policies apply to land within the **Community Land Use area.**

1. The **Community Land Use Area** shall be those lands within the Village identified as Community Use area on **Map 5.1 - Future Land Use Areas**.

2. Land designated **Community Use** may develop in a wide range of community uses. Land uses that may be suitable for the area are limited to the permitted and discretionary uses listed in the appropriate land use districts of the Village of Waskatenau and Smoky Lake County Land Use Bylaws.

3.7 Municipal Services and Road Policies

1. The Village of Waskatenau and Smoky Lake County shall establish strategies and standards for the orderly, efficient, and economical extension of wastewater collection, water distribution systems, storm water management and roads within the Plan Area.

2. Some of the development strategies within the Plan Area are intricately connected to the ability and need for municipal piped services.

3. Future servicing with municipal piped services may be required within the Future Residential Use area. If such services are not available due to cost or capacity limitations or other reasons, the area shall not be developed for serviced residential purposes unless it meets a minimum agreed upon residential development standard.

4. The Village and County will endeavor to enter into and maintain an agreement respecting municipal piped services in the Plan Area.

5. Where proposed developments may impact intersections between Provincial highways and municipal roads, as shown on **Map 6.3 – Important Intersections,** additional consultation with Alberta

Transportation will be required prior to approval by the Village and/or County.

This consultation may include the preparation of a Traffic Impact Assessment satisfactory to Alberta Transportation. All costs of the TIA and any corresponding intersection improvements will be the responsibility of the developer/proponent.

6. The Village and the County will continue to work cooperatively with Alberta Transportation to identify and mitigate traffic impacts and identify the scheduling of necessary improvements at the intersections of highways and municipal roads as shown on **Map 6.3 – Important Intersections**.

3.8 Social Services

The Waskatenau area provides a broad range of social services to the region. Social services within the Village of Waskatenau that are utilized by both Village and County residents include:

- Preschool to grade 12 school (Holy Family Catholic School)
- Family School liaison worker
- Pine Creek Baseball Park
- Equestrian Riding Arena
- Curling Arena
- Waskatenau and District Community Center
- Skateboard Park
- Outdoor ice rink
- Walking trails (including the Western trailhead for the Iron horse Trail)
- A fitness center
- Pine Creek Campground
- Anne Chorney Public Library

There are also several community groups and volunteer associations that provide services to increase the quality of life of residents throughout the district.

The Village and County collaborate with all the municipalities within the Smoky Lake Region on heritage initiatives and on joint economic development initiatives. The excellent working relationship between the Village and the County combined with a commitment to a regional approach to service delivery and economic development provides increased stability, cooperation, and opportunities for growth within the Plan area.

3.9 Emergency Services

Policing is provided within the Plan Area by the RCMP in Smoky Lake. Ambulance services area also provided within the Plan Area by Alberta Health Services.

Fire protection is provided within the Plan Area via the local Waskatenau Fire Hall and the wider Waskatenau Fire District.

3.10 Development Concept Plans& Area Structure Plans

1. A Development Concept Plan or Area Structure Plan may describe, outline, or provide, among other matters, in text and map form:

    a. a definition of the affected area and a description of the relationship between the affected area and surrounding lands;

    b. an indication of the proposed land uses and the area of each land use;

    c. an indication of the total number of dwelling units proposed on the quarter section;

    d. policies and plans addressing buffering from adjacent land uses which may be affected by or which may affect a residential community;

    e. policies respecting phasing, if any, including an indication of which lots will be developed first and how the development of these lots will be designed specifically to allow for further development of the subject quarter section into residential lots;

f. policies respecting environmental protection, habitat, ecological conservation, effect on the adjacent agricultural community, including any existing or potential confined feeding operations;

g. policies and plans addressing natural and man-made limitations to development, such as flood susceptibility, bank subsidence, erosion, railway lines, oil and gas wells, pipelines, and other facilities (including active, inactive, abandoned, and decommissioned facilities, sour gas, etc.), gravel operations or resources, airports, agricultural operations, historical resources, other nearby land uses, etc.;

h. policies respecting built form, amenities, aesthetics, landscaping, architecture, buffering from potential limiting factors, dealing with the potential for land use conflict, etc.;

i. policies and plans for necessary water supply, sanitary sewage disposal, and storm water management;

j. as required, policies relating to:

    i. the impact on adjacent land uses;

    ii. the impact on community services, such as fire protection;

    iii. the municipal servicing costs associated with the development, and landscaping; and

    iv. wetland management

k. a Phase I Environmental Assessment, describing the possibility of contamination within the subject area and, if the Phase I indicates, a Phase II Environmental Assessment, describing the extent of any contamination within the subject area and the means of mitigation;

l. sufficiently detailed engineering information is provided in accordance to any design standards;

m. if the development is to provide water by a municipal piped water supply system, engineering information showing how that is to be done;

n. if the development is to be supplied with water by means *other* than a municipal piped water supply system, a report which would satisfy the requirements of Section 23(3)(a) of the Water Act;

o. an assessment of the general suitability of the Plan Area for sewage disposal by tile field (percolation tests);

p. a determination of any flood plains relating to any water bodies within or adjacent to the subject site, including a description as to how any flood plain lands will be made suitable for development without transferring the flood hazard to other lands;

q. an assessment of the stability of any banks (either steep slopes or watercourse valleys) within or adjacent to the subject site, including a description as to how any bank stability hazards will be mitigated without transferring the stability hazard to other lands;

r. a wetland assessment (prepared by a certified wetland professional) that delineates and classifies wetlands (onsite and offsite) that will be impacted by the proposed development.

s. if within 0.8 km of a Highway, a traffic impact assessment, indicating the vehicular generation from the development at various stages of development, and any roadway improvements that may be necessary on adjacent and nearby roads and Highways (and on their intersections) resulting from that vehicular generation;

t. an assessment of the site, indicating

   i. how Environmental Reserves, Environmental Reserve Easements, Municipal Reserves, and other land management tools are to be used to protect significant biophysical sites,

   ii. how all Provincial and Federal legislation and regulations are to be adhered to respecting wetlands, habitat, and environmentally sensitive lands;

u. an assessment of all other limitations to development, including potential and actual land use conflicts, which have been identified, indicating how the limitations and conflicts are to be accommodated, dealt with, and/or overcome; and

v. other policies and plans as may be indicated by the proponent or the municipality to address any unique circumstances of the Development Concept or Area Structure Plan Area.

2. The level of detail required in a Development Concept Plan or Area Structure Plan shall be as agreed upon by the consensus of Village and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3. The process for considering a Development Concept Plan or Area Structure Plan for approval will be the same as for a major development proposal. The approving authority shall be the Council of the municipality in which the site of the Development Concept Plan or Area Structure Plan is located.

4 Plan Implementation

4.1 Implementation Policies

The Councils of the Village of Waskatenau and Smoky Lake County have agreed to the following implementation policies which will be used in implementing the policies contained in this Plan.

4.2 Plan Amendments

1. An amendment to this Plan may be proposed by either municipality. An amendment to the Plan proposed by a landowner shall be made to the municipality in which the subject land is located.

2. An amendment to this Plan has no effect unless it is adopted by both municipalities by bylaw.

4.3 Annexation

1. There will continue to be a boundary between the Village of Waskatenau and Smoky Lake County for administration of services such as maintenance of infrastructure, waste management, development control, weed control, etc.

2. Annexations occur from time to time in a positive, orderly, and timely manner with an agreed-upon process where there is a clear need for Village annexation to provide more land for urban development.

3. The Village of Waskatenau shall demonstrate reasonable need for annexation through appropriate growth studies to support annexation applications.

4. Each municipality shall protect lands identified in the Plan suitable for municipal piped services from land uses and developments that might unduly interfere with and create conflict with future urbanization.

5. Both municipalities shall follow the annexation process as outlined in the Municipal Government Act current at the time an annexation application is made.

4.4 Cost/Revenue Sharing Schemes

1. Any agreements for cost and revenue sharing shall be to benefit the future development of land within the Plan's subject area.

2. The Village and County will explore cost and revenue sharing opportunities as development occurs and resulting from the review and approval process of Development Concept Plans or Area Structure Plans within the IDP area.

4.5 Framework

1. This Plan is conceptual. Its policies do not delve into the finer details of land use, servicing or implementation but instead set out a framework of guidelines for municipal planning policies.

2. The Village of Waskatenau and Smoky Lake County will co-operate in pursuing mutually beneficial economic development initiatives that would attract investment and create employment opportunities in the Smoky Lake Region.

3. **Map 5.1 – Future Land Use Areas** of this Plan will be the primary land use document supplemented by implementation tools such as Development Concept Plans and Area Structure Plans.

   The Village of Waskatenau and Smoky Lake County shall amend their respective Municipal Development Plans and Land Use Bylaws as necessary to be consistent with the policies and provisions of this Plan.

4.6 Intermunicipal Planning Committee

1. The Intermunicipal Planning Committee will be established upon Third Reading of the Bylaws adopting this Plan.

2. The Intermunicipal Planning Committee will not be a decision-making body but will submit recommendations to the approving bodies of the respective municipalities, striving for consensus as much as possible.

3. The Intermunicipal Planning Committee will be comprised of two (2) members each of the Councils of the Village of Waskatenau and Smoky Lake County. It will select its own chairperson and vice-chairperson.

   The Councils may appoint alternative members, should any member not be able to attend Committee meetings. Additionally, the Chief Administrative Officer or the Development Officer of each municipality shall be ex-officio members of the Committee.

4. The Intermunicipal Planning Committee shall establish its own rules of procedure, including its own schedule of meetings, with meetings being held as required.

5. The Intermunicipal Planning Committee shall not deal with all development matters within the Plan Area. Rather, it will deal with all matters referred to it in the manner described in **Section 4.9** of this Plan.

6. The Intermunicipal Planning Committee has the following functions:

    a. to clarify the intent and interpretation of the Plan;

    b. to develop specific strategies related to the provision of infrastructure, service provision, cost sharing, etc. for proposed subdivision and development in the subject area that reflect the policies and guidelines set out in this Plan;

    c. to review and comment on applications to amend this Plan;

    d. to review and comment on development matters referred to it in accordance with this Plan; and

    e. to undertake such other matters as it deems reasonable and as are referred to it by either Council or municipal administration.

7. The Village of Waskatenau and Smoky Lake County agree that the County's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications received within subject area and that the Village's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications within the subject area.

8. Each municipality's Subdivision Authority and Development Authority will deal with an application within their own boundaries in accordance with the policies of this Plan.

9. Depending on the nature of the proposed subdivision or development, the Intermunicipal Planning Committee may provide recommendations related to the proposed development or subdivision.

4.7 Dispute Resolution/Mediation Procedures

1. The dispute resolution process for matters related to this Plan is outlined in this section. This process assumes that the two parties may have significant differences of opinion on any matter and that third-party assistance may be necessary to help resolve the disputes.

2. For the purposes of this Plan, a dispute is defined as a disagreement between the Village of Waskatenau and Smoky Lake County on any statutory plan, any Land Use Bylaw, or any amendment to any statutory plan or Land Use Bylaw which is given First Reading by a Council, or any subdivision or development permit application, or any scheme for the provision of municipal services, which the other municipality deems may be inconsistent with the goals, objectives and policies of this Plan.

3. Decisions on all disputes will be made by the respective municipalities in accordance with the provisions of this Plan and the Municipal Government Act, but with review as indicated in **Section 4.7.5**of this Plan.

4. The Village of Waskatenau and Smoky Lake County agree to consider the establishment of an Intermunicipal Subdivision and Development Appeal Board in the future to deal with appeals arising from subdivision or development permit decisions within the subject area.

5. Disputes shall be addressed and shall be resolved through any of the following mechanisms either singularly or in combination with each other:

    a. Administrative Review

    b. Intermunicipal Planning Committee

    c. Municipal Councils

    d. Mediation

    e. Non-binding Arbitration

    f. Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

    g. Court Option

6. In the event of a dispute, the applicant municipality will not give approval to the matter in any way (e.g., development permit or subdivision approval, or

Second or Third Reading of a bylaw) until the dispute is past the mediation stage.

7. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure and may supersede the time processes provided for in this Plan.

4.8 Administrative Review

1. The municipality within which any development, subdivision, land use bylaw amendment, servicing scheme, or other matter is proposed (hereinafter referred to as "the Applicant Municipality") will provide complete information concerning the matter to both the other municipality and to the Intermunicipal Planning Committee.

   The other municipality (hereinafter referred to as "the Responding Municipality") will undertake an evaluation of the matter and provide comments to the administration of the Applicant Municipality.

2. If there is any concern, the two administrations shall discuss the issue and attempt to resolve the matter.

3. If the administrations resolve the concern, the Responding Municipality will formally notify the Applicant Municipality and the Intermunicipal Planning Committee, and the Applicant Municipality will take the appropriate actions to consider approving the matter.

4. If the issue is not resolved at the administrative level, the Applicant Municipality's administration shall refer the matter to the Intermunicipal Planning Committee.

5. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and Village will present their positions on the matter to the Committee.

6. After consideration of a matter, the Committee may:

   a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or

f. undertake any other action it deems reasonable.

4.9 Intermunicipal Planning Committee

1. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and the Village will present their positions on the matter to the Committee.

2. After consideration of a matter, the Committee may:

    a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

    b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

    c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

    d. if agreed to by both municipalities, employ a facilitator to help the Committee work toward a consensus position;

    e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or undertake any other action it deems reasonable.

4.10 Municipal Councils

1. After receiving the recommendations of the Intermunicipal Planning Committee with respect to a particular matter, each Council will establish a position on the matter.

2. If both municipal Councils agree on a matter, then the consideration of approval (including, if necessary, an amendment process) can be completed. If neither Council supports the matter, then no further action will be undertaken.

3. If the Councils cannot agree on a matter, then the matter may be referred to a mediation process.

4. If the matter goes to mediation, the Applicant Municipality will not give any approval to the matter until mediation has been pursued.

4.11 Mediation

1. The following will be required before a mediation process can proceed:

    a. agreement by both Councils that mediation is necessary;

    b. appointment by both Councils of an equal number of elected officials to participate in a mediation process;

    c. engagement, at equal cost to both municipalities, of an impartial an independent mediator agreed to by both municipalities; and

    d. approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.

2. If agreed to by both municipalities, any members of the Intermunicipal Planning Committee or administrative staff from either municipality who are not participating directly in the mediation process may function as information resources either directly or indirectly to the mediation process.

3. All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.

4. At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.

5. If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will consider the mediator's report and the respective positions of the municipal administrations with respect to the mediated agreement.

   Any mediated agreement will not be binding on either municipality, and will be subject to the formal approval of both Councils.

6. If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then a non-binding arbitration process as described below may be initiated.

4.12 Non-Binding Arbitration

1. The following will be required before a non-binding arbitration process can proceed:

   a. agreement by both Councils that non-binding arbitration is necessary;

   b. appointment by both Councils of officials to participate in the non-binding arbitration process;

   c. engagement, at equal cost to both municipalities, of an impartial and independent arbitrator agreed to by both municipalities; and

   d. approval by both municipalities of an arbitration schedule, including the time and location of meetings and a deadline for the completion of the process.

2. At the conclusion of the non-binding arbitration, the arbitrator will submit a report to both Councils.

3. If both Councils agree, then the arbitrator's recommendations will be implemented by the Council or Councils as necessary. Any arbitrator's decision will not be binding on either municipality unless both municipalities concur and will be subject to the formal approval of both Councils.

4. If no agreement can be reached to abide by the arbitrator's decision or if both Councils do not approve the arbitrator's recommendation, then an appeal process may be initiated if provided for under the provisions of the Municipal Government Act. If there is no appeal process available, then the applicant municipality may proceed with any approvals as are allowed.

4.13 Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

1. If the mediation process fails, the Applicant Municipality may approve the matter (e.g., a Land Use Bylaw amendment, a development permit approval, etc.).

2. If the Applicant Municipality passes a bylaw to implement the matter, then the Responding Municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Municipal Government Act in accordance with that Act.

3. If the appeal of the matter is to the Applicant Municipality's Subdivision and Development Appeal Board, the Responding Municipality may appeal that action to the Subdivision and Development Appeal Board as it sees fit.

4. If there is no appeal available pursuant to the Act, then the Responding Municipality may wish to pursue a Court option.

4.14 Court Option

1. After any action by the Municipal Government Board, or the Applicant Municipality's Council or Subdivision and Development Appeal Board from which there is no further appeal, the Responding Municipality will have the option, should it so choose, of undertaking a court challenge of the matter.

4.15 Intermunicipal Development Plan Termination

1. Should circumstances arise that result in the repeal of this IDP, both municipalities shall repeal the IDP, and replace with a new IDP as required under the Municipal Government Act, RSA2000, as amended.

2. Should both municipalities agree not to adopt an IDP, they must both adopt a resolution of Council to that affect. The adoption of such a resolution does not prevent either of the municipalities for requiring the other to enter into an IDP at a future date, subject to the provisions of the Municipal Government Act.

5 Future Land Use Areas

5.1 - Future Land Use Areas

6 Appendix A – Information Maps

6.1 – CLI Agriculture

6.2 – Local Features

6.3 – Important Intersections

6.1 – CLI Agriculture

6.2 – Local Features

6.3 – Important Intersections

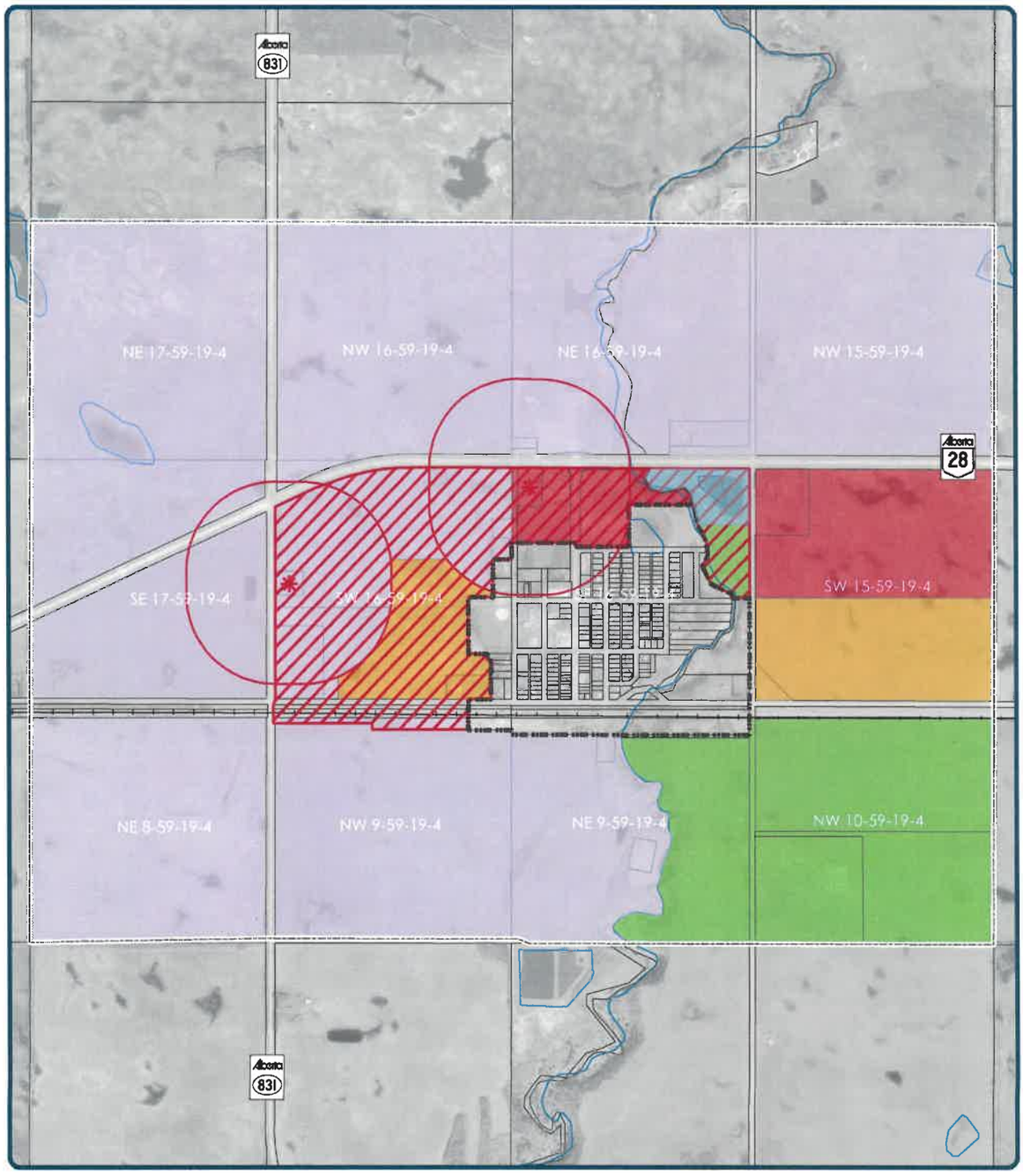
5 Future Land Use Areas

5.1 – Future Land Use Areas

Intermunicipal Development Plan

Map 5.1 Future Land Use Areas

- IDP Boundary
- Village of Waskatenau
- Future Annexation Area Overlay
- Agricultural
- Community
- Serviced Residential
- Serviced Commercial
- Serviced and Unserviced Commercial and Industrial
- Former Nuisance Ground (with 300 metre setback)



0 1 2 Kilometres

FOR MORE INFORMATION: www.munplan.ab.ca
#206, 17511-107 Avenue NW Edmonton, AB T5S 1E5 | 780.486.1991

6 Appendix A – Information Maps

6.1 – CLI Agriculture

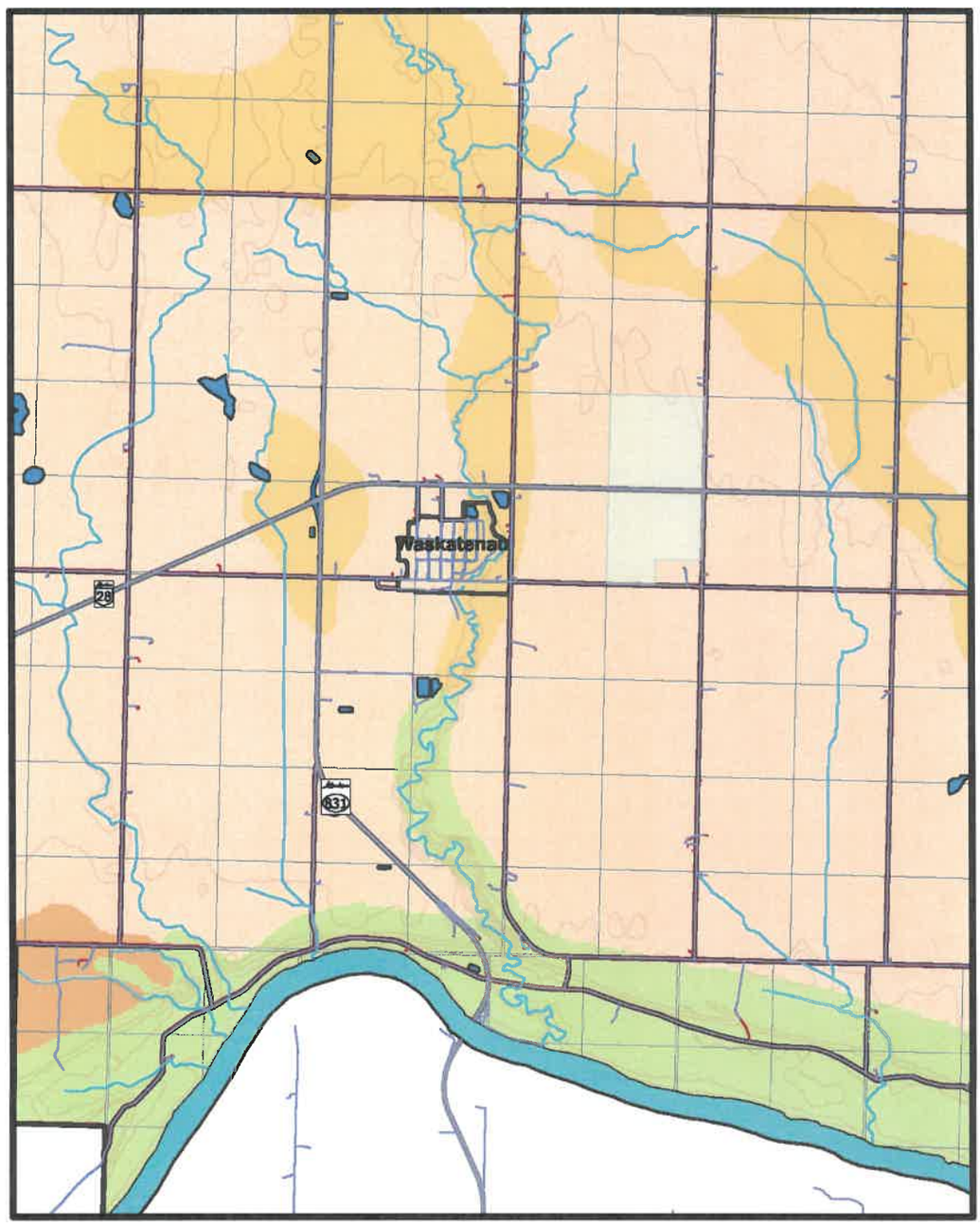
6.2 – Local Features

6.3 – Important Intersections

Appendix A

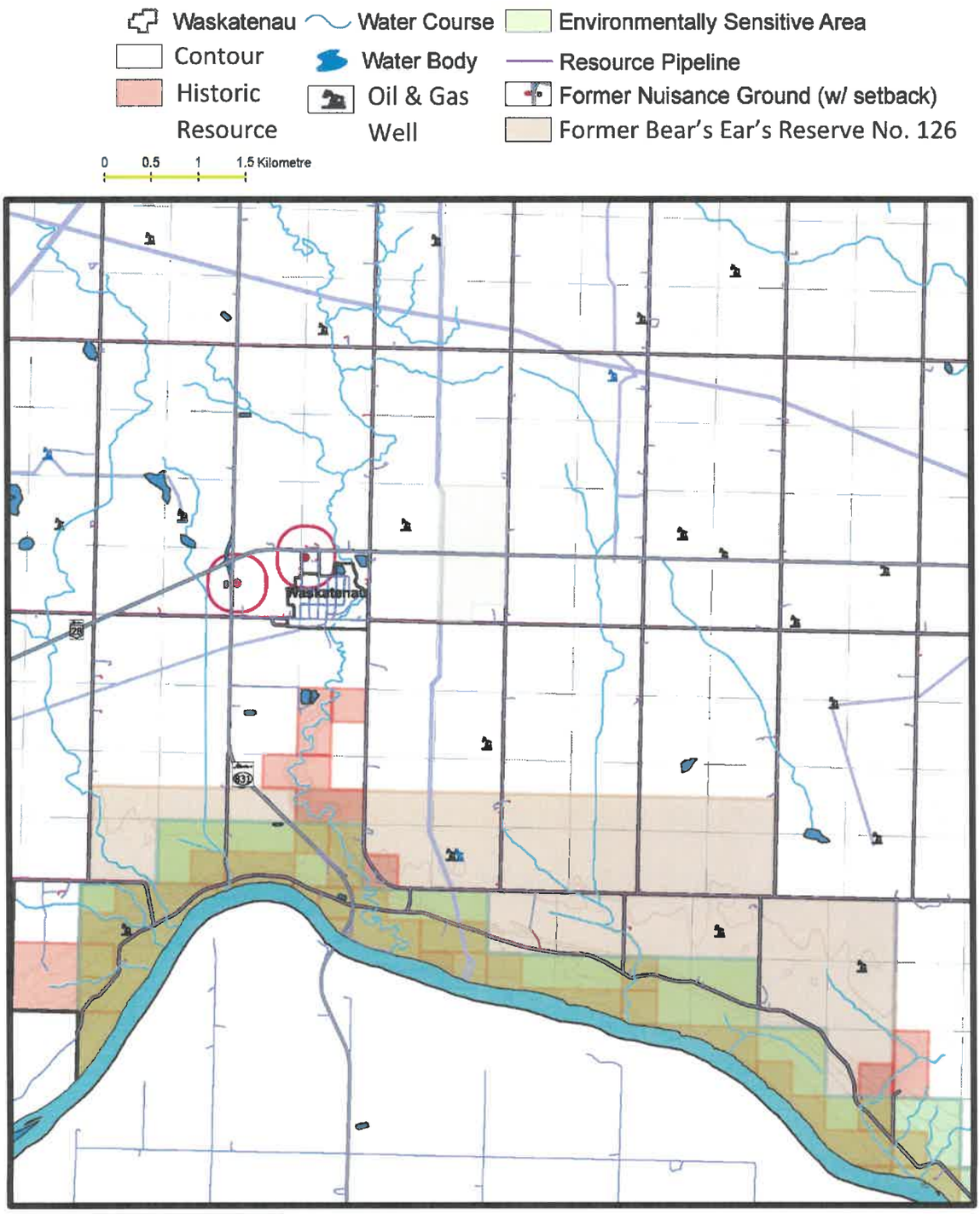
Intermunicipal Development Plan

Map 6.1 CLI Agriculture



Intermunicipal Development Plan

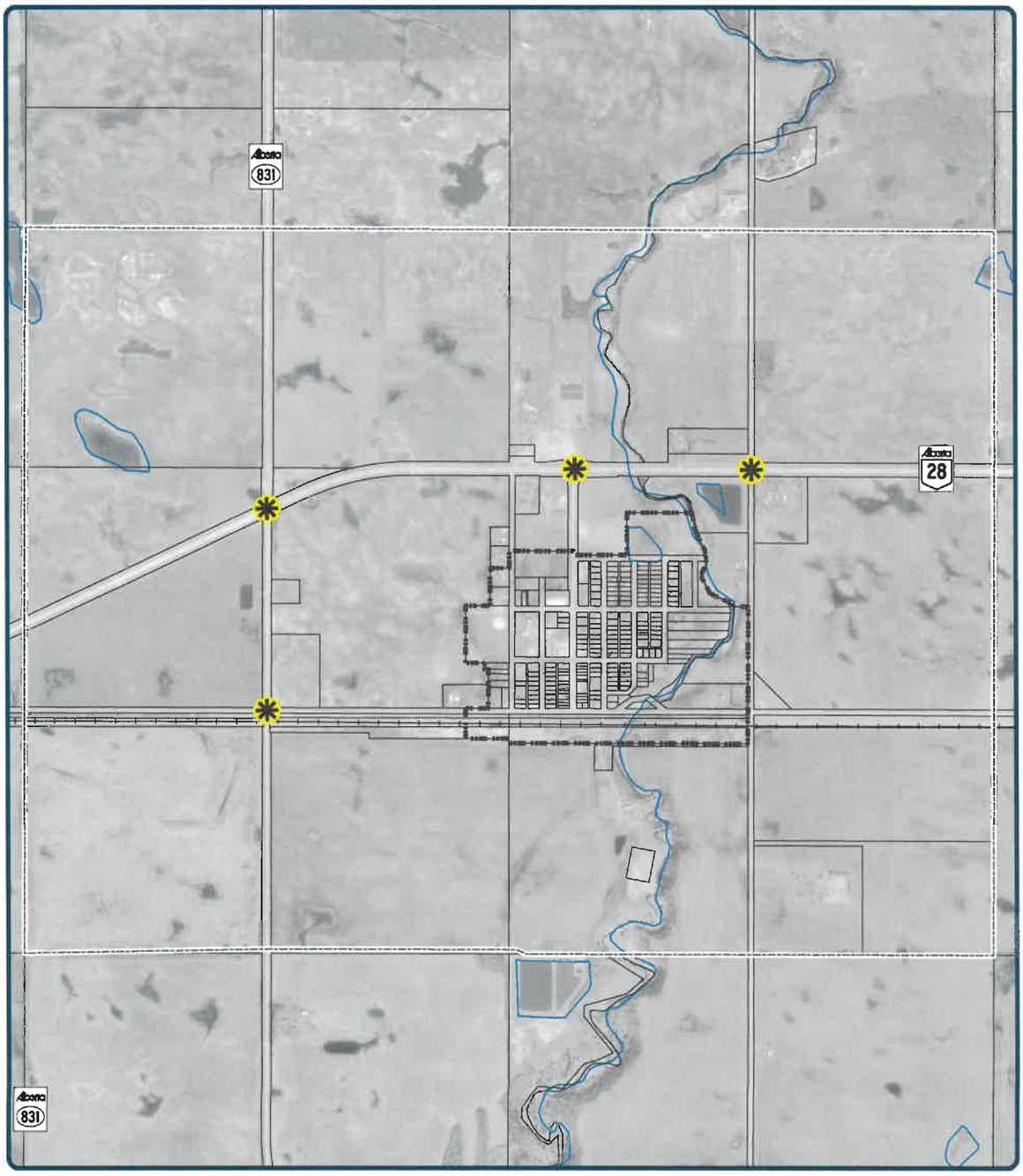
Map 6.2 Local Features



Intermunicipal Development Plan

Map 6.3 Important Intersections

IDP Boundary
Village of Waskatenau
Important Intersection
Railway
Water Body
Water Course



0 1 2 Kilometres

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Bylaw No. 1425-22

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1425-22

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of adopting an Intermunicipal Development Plan for Smoky Lake County & the Village of Vilna.

****

WHEREAS an Intermunicipal Development Plan has been prepared for Smoky Lake County & the Village of Vilna and based on public input and studies of land use, development and other relevant data; and

WHEREAS the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan area may be carried out in an orderly and economic manner;

NOW THEREFORE the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the Municipal Government Act R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. This Bylaw takes effect upon Third Reading by both Councils.

2. Smoky Lake County & the Village of Vilna Intermunicipal Development Plan is attached hereto as **Schedule "A"** to this Bylaw is hereby adopted.

3. This Bylaw may be cited as "Smoky Lake County & the Village of Vilna Intermunicipal Development Plan".

4. If any portion of this Bylaw is found to be invalid, the remaining portions remain in effect.

5. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this **14th** day of **December**, **AD 2022**.

[redacted]

REEVE

S E A L

[redacted]

CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this **16th** day of **March**, **AD 2023**.

READ a Third and Final Time this **16th** day of **March**, **AD 2023,** and finally passed by Council.

[redacted]

REEVE

S E A L

[redacted]

CHIEF ADMINISTRATIVE OFFICER



Village of Vilna + Smoky Lake County

Intermunicipal Development Plan (IDP) Bylaw #1425-22

HISTORIC VILNA

+

Smoky Lake COUNTY

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1 Interpretation

1.1 Definitions

1. **Area Structure Plan** is a statutory plan that establishes the general planning framework for future subdivision and development of an area of undeveloped land.

2. **Building** includes anything, whether temporary or permanent, constructed or placed on, in, over, or under land but does not include a highway or road or a bridge forming part of a highway or road;

3. **Confined Feeding Operation** means fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds. Confined Feeding Operations are regulated under the Agricultural Operation Practices Act (AOPA) in Alberta.

4. **Country Residential** means any development located in a rural area which is situated on a lot used solely for private residential purposes and accessory uses and is not connected to municipal sewer and water services. The dwelling unit may be occupied permanently or seasonally;

5. **Development** means:

   a. an excavation or stockpile and the creation of either of them, or

   b. a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land, or

   c. a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or

   d. a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

6. **Development Authority** means the Development Authority established by the Village of Vilna and the Smoky Lake County Development Authority Bylaws;

7. **Environmental Reserve** means land considered undevelopable because of its natural features or location (e.g., unstable slopes, shoreline areas, etc.) that is dedicated to the municipality at the time of subdivision by the landowner, as provided for in the Municipal Government Act;

8. **Environmental Reserve Easement** is an easement that is registered on the title of a parcel of land in favour of the municipality for the purpose of the protection and enhancement of the environment;

9. **Extensive Agriculture** means the use of land or buildings, including the first dwelling or manufactured home, an agricultural operation which require large tracts of land (usually in the order of 80 ac. (32.4 ha.) or more). This use may include the outdoor cultivation of industrial hemp, but does not include intensive agriculture, cannabis production and distribution, or a confined feeding operation which requires either a registration or an approval under Part 2 of the Agricultural Operations Practices Act, R.S.A. 2000, c. A-7, as amended or replaced;

10. **Farmstead** means the currently inhabited or formerly inhabited residence or other improvements connected with a farm or an intensive agricultural use. Farmstead also includes a currently vacant site, which is intended to be used as a country residence;

11. **Fragmented Parcel** means a parcel of land or a part of a parcel of land that is separated from the balance of the parcel of land by a natural barrier such as a river or coulee, or by a physical barrier such as a road, railroad, or highway;

12. **Intensive Agriculture** means an agricultural operation which raises crops on a land-intensive basis. Intensive agriculture includes, greenhouses, silviculture and sod farms, but does not include confined feeding operations cannabis production and distribution or industrial hemp production and distribution facilities;

13. **Multi-lot Country Residential Development** means any subdivision, which will create five (5) or more country residential or farmstead lots on a quarter section.

14. **Municipal Reserve** is land (or cash-in-lieu of land, or both) dedicated by a landowner to the municipality at the time of subdivision for the purpose of providing parks, recreation facilities and school sites as provided for in the Municipal Government Act;

15. **Public Utility** means a public utility, as defined in the Act. More specifically, a public utility means:

    a. a system, works, plant, equipment, or service for the production, transmission, delivery or furnishing of water, heat, light, or power supplied by means other than electricity, either directly or indirectly to or for the public;

    b. an oil pipeline the proprietor of which is declared by the Energy Resources Conservation Commission to be a common carrier; and

    c. an electric utility; (Section 1(i) Public Utilities Act 2010 as Consolidated).

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2 Introduction

2.1 Purpose

The purpose of this intermunicipal development plan is to identify and communicate a plan for improving regional collaboration in the areas of intermunicipal growth, land use, infrastructure, recreation, social, and emergency services planning, and joint service provision.

These documents were structured so that to further their implementation they could be approved by the respective Councils of the partner municipalities as Intermunicipal Development Plans.

The adoption of this Intermunicipal Development Plan provides the Village and the County with a joint future land use plan to help guide growth and development within the Plan Area.

2.2 Approach

This plan utilizes a comprehensive approach to land-use planning. In practice, this means that local information, specialized viewpoints, and environmental stewardship practices are used in the decision-making process for land use and development.

This approach takes into account both the past and present human and physical environments. Considering where the community has been, where it is presently and where it wants to go enables both municipalities to set in place a plan for how to reach their desired destination. This approach to planning assumes that the plan's policies and subsequent decisions will be based on careful consideration of environmental information, stakeholder interests and municipal goals and objectives. This approach offers communities the opportunity to provide widely-accepted and lasting solutions to development and land use management issues.

2.3 Goals

The goals of this plan are to assist the Village and the County achieve the following short and long-term benefits:

Short Term Benefits

- Provide both municipalities with a service delivery tool or plan to assist with determining the viability of regional municipal service delivery.

L4

- Better facilitate inter-municipal and intra-regional cooperation relating to economic and community development issues, opportunities, and challenges.
- Increase overall community and economic development capacity building essential to both short term and longer-term community viability, sustainability, and quality of life.
- Develop a more effective process and planning plan for coordinating intermunicipal growth, land use, infrastructure, recreation, social services, and emergency services.

Long Term Benefits

- The development and implementation of a regional framework that strengthens regional collaboration and integrated regional service delivery models to increase efficiencies and provide a stronger, more unified approach to addressing the issues identified as important to community members within the Smoky Lake Region.
- Increased business/investment attraction "presence" throughout the Smoky Lake Region.
- Improved business retention, growth, and business attraction throughout the region.
- Improved regional fiscal and financial sustainability.
- Increased opportunities for leveraging regional strengths into regional competitive advantages.

2.4 Enactment

The policies contained within this plan come into force once the Councils of the Village of Vilna and Smoky Lake County have each given Third Reading to the bylaws adopting the Village of Vilna + Smoky Lake County Intermunicipal Development Plan.

2.5 Duration

This plan will establish, in general terms, the general land use patterns, together with the conditions upon which the provision of municipal services may occur in the subject area, and mutually agreed policy directions for the next 25 years following the adoption of the plan, though being reviewed at least every five years. While this plan is meant to be a long-range planning document, it is intended that regular monitoring, review, and periodic amendments may be required for policies in the plan to remain current with changing development trends and growth within the region.

A process for amending the plan has been established as a part of this plan.

This plan should be reviewed every five years from the date on which the plan comes into effect to ensure that it is still current and meets the needs of the Village of Vilna, Smoky Lake County, and the entire Smoky Lake Region.

2.6 Enabling Legislation

The provincial legislation that allows one or more municipalities to adopt an Intermunicipal Development Plan is the Municipal Government Act.

Section 631 of the Municipal Government Act states, in part:

> *(1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries ...must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.*
>
> *(2) Subsection (1) does not require municipalities to adopt an intermunicipal development plan with each other if they agree that they do not require one, but any of the municipalities may revoke its agreement at any time by giving written notice to the other or others, and where that notice is given the*

municipalities must comply with subsection (1) within one year from the date of the notice unless an exemption is ordered under subsection (3).

(8) An intermunicipal development plan

(a) must address

(i) the future land use within the area,

(ii) the manner of and the proposals for future development in the area,

(iii) the provision of transportation systems for the area, either generally or specifically,

(iv) the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area,

(v) environmental matters within the area, either generally or specifically, and

(vi) any other matter related to the physical, social, or economic development of the area that the councils consider necessary, and

(b) must include

(i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,

(ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and

(iii) provisions relating to the administration of the plan.

The procedure for adopting an Intermunicipal Development Plan is described in Section 692 of the Municipal Government Act.

2.7 Subject Area Boundary

The area of the Village of Vilna and Smoky Lake County to which this plan applies is identified on **Map 5.1 – Future Land Use Concept**.

2.8 Subject Area Profile

LH

Location and History

The Village of Vilna is located approximately 150 km north-east of the City of Edmonton, approximately 120 km north-east of the Alberta's Industrial Heartland area, and approximately 140 km west of Cold Lake.

The Vilna District was opened in 1907 by an influx of mostly Central European homesteaders and squatters. When the Canadian Northern and Grand Trunk Pacific Railways began to expand their lines west and north of Edmonton, the local homesteaders and early settlers were promised a railroad that would serve the area north of the North Saskatchewan River. As predetermined by an earlier survey, the current village site was set aside at Mile 90.

The Canadian National Railway had completed laying the rail through the district in 1919. That same year, the post office was moved two miles to the present site of Vilna and a general store was built. Almost at once, a hamlet grew up around it. To capitalize on the social and economic climates, a hardware store, bank, butcher shop, hotel, post office, apartment and rooming house, pool hall and dance hall and four stores and shops were open for business by 1920.

On June 23, 1923 Vilna was incorporated as a village. Today it remains a progressive community with many modern amenities as it capitalizes on its location on a major transportation artery and its large trading area for resort communities and nearby First Nation reserves. The geographic location of the Village has granted Vilna and its merchants an impressive degree of viability and sustainability for over 75 years.

Environmental Characteristics

The Village of Vilna is in a generally flat area of Smoky Lake County, approximately two kilometres from the western shores of Bonnie Lake. Surrounding Bonnie Lake are regionally and provincially significant environmentally significant areas, as well as several smaller water bodies, water courses, and wetlands. Soils surrounding the Village of Vilna have little to moderate limitations to agricultural production.

The majority of undeveloped lands within the subject area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Transportation

- **The IDP area encompasses provincial Highway 28, which travels generally east/west.**

- **The Village of Vilna is bounded by Highway 28 to its south, County Township Road 594 to its north, and Village Range Road 135 to its west.**
- **The multi-use Iron Horse Trail also transects through the Village, along the former CN Rail lands.**
- **Generally, the County-managed roads within the plan area are maintained to a gravel/rural standard, and/or in accordance with County road policies.**

Existing Land Uses

Within the Village and the surrounding area are a variety of planned land uses. Residential development in the Village of Vilna primarily consists of low-density, single-family dwellings. Residential development adjacent to the Village consists of country residential style housing, on acreage-style lots and in association with agricultural operations. Portions of the subject area adjacent to Bonnie Lake include multi-lot country residential developments and seasonal residential uses.

Commercial developments within the Village include downtown-style shops and services, and large lot developments.

Recreational and community use developments in the Village and the surrounding County lands include parks and recreational spaces, churches, and a campground and golf course development at Bonnie Lake.

Most undeveloped lands within the plan area are used for agriculture, with some low-lying wet areas and small mixed tree stands.

Information about the soil capability and local features within the plan area is included in **Appendix A** for information. This information was analyzed to determine the suitability of future land uses within the plan area.

Municipal Services

The Village of Vilna provides municipal water services to most of the community, via the regional water line which extends through the County. The Village is serviced by sewage treatment facilities both within and outside the municipality. A lift station with initial treatment capabilities inside the Village directs sewage to the lagoon located just outside of the Village's municipal boundaries. Residential and commercial developments within the Village portion of the subject area utilize onsite water and sanitary services. Some roadways within the Village are developed to an urban standard (paved with sidewalks).

A wide variety of 'soft' services exist within the Village and the subject area, including churches, the Vilna & District Cultural Centre, a library, a senior's drop-in centre, schools, a regional volunteer fire department, registered historic properties, a variety of recreational facilities, trail networks, and a campground and golf course.

3 Intermunicipal Growth

3.1 General Land Use Policies

1. Future subdivision and development shall be in accordance with this plan. Major deviations shall require an amendment to this plan. Minor relaxations may be considered without an amendment to this plan where the proponent can demonstrate to the satisfaction of the approving body and the Intermunicipal Planning Committee that the subdivision or development would maintain the intent of the policies contained within this plan.

   However, if the Intermunicipal Planning Committee makes a recommendation on a relaxation to this plan to a Council or an approving authority, that Council or authority shall strongly consider such recommendation.

2. The partner municipalities agree to work with development proponents and Alberta Transportation and Alberta Environment & Parks to encourage the preparation of area structure plans and/or development concept plans where required by this plan to assure certainty of land use and development standards.

3. New applications for confined feeding operations in subject area, or applications for the expansion of any existing confined feeding operations in the subject area, shall not be allowed.

4. The Village and County will work together to provide an adequate inventory of suitable lands to attract a broad range of business and appropriate industry and will encourage industries that generate large volumes of traffic or substantial traffic loads (in terms of either bulk or weight or potential hazard) to locate in such a manner as to minimize any traffic impact, such as the need for traffic to travel through the Village.

5. Subdivision applicants shall dedicate a minimum of 30 metres of environmental reserve, in accordance with the provisions of the Municipal Government Act, adjacent to major bodies of water. At the sole discretion of the Subdivision Authority for the affected municipality the amount of environmental reserve required may be varied to accommodate unique site conditions such as steep slopes, bank instability, or pre-existing development.

6. Subdivision applicants will be required to dedicate the full amount of Municipal Reserve owing in the forms provided for in the Municipal Government Act. The Village and County will consider establishing jointly administered cash-in-lieu of municipal reserve fund into which reserve proceeds in the subject area would be placed for the purposes of undertaking capital works on regional recreational facilities.

7. Smoky Lake County shall require a Development Concept Plan be prepared and approved prior to the approval of any major development within that portion of the plan area. That Development Concept Plan may be in the form of an Area Structure Plan considered and adopted pursuant to the Municipal Government Act.

8. For the purposes of implementing this policy, the definition of the term "major" shall be as agreed upon by the consensus of Village and County administration but shall not include development which had been appropriately classified in the municipality's Land Use Bylaw as of the date of the approval of this plan. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

9. Confined feeding operations shall not be allowed within the plan area because of proximity to the Village and to other forms of urban and exurban development.

3.2 Agricultural Land Use

The **Agricultural Land Use Area** identifies portions of the plan area that are currently used for agricultural or country residential purposes and lands that may be suitable for future agricultural developments.

The following policies apply to land within the Agricultural Land Use Area:

1. The **Agricultural Land Use Area** shall be those lands within the IDP area identified as Agricultural on **Map 5.1 – Future Land Use Concept**.

2. Agricultural operations in the Plan area are to be protected from encroachment by either competing or conflicting developments resulting from the premature conversion or agricultural land to other land uses.

3. Extensive Agriculture will be allowed within the plan area. Intensive agriculture (excluding confined feeding operations) will be allowed, where

provided for in the County's Land Use Bylaw. Subdivision and development applications for new intensive agriculture developments and the expansion of existing intensive agricultural developments will be circulated to the IPC for comments prior to the issuance of a decision by the County's approving (subdivision or development) authority. The IPC will review the application in relation to potential environmental and infrastructure impacts such as: siting of the proposed development in relation to prevailing winds, adjacent land uses and the impacts on the transportation network.

4. Country Residential development may occur within the Agricultural Land Use Area at the discretion of the Subdivision Authority, where provided for in the County's land use bylaw.

3.3 Un-serviced Commercial and Industrial Land Use

The **Un-Serviced Commercial and Industrial Use Area** identifies portions of the subject area that are currently developed or identified for future un-serviced commercial or light industrial land uses and development. The following policies apply to land within Future Un-Serviced Commercial and Industrial Use area identified on **Map 5.1 – Future Land Use Concept.**

1. The **Un-Serviced Commercial and Industrial Use Area** shall be those lands within the County identified as Un-Serviced Commercial and Industrial Use on **Map 5.1 - Future Land Use Concept**.

2. Lands designated Un-Serviced Commercial and Industrial Use may develop in a range of uses which serve local and regional customers. These uses include but are not limited to:

    a. food/beverage establishments

    b. gas bars/service stations

    c. travel information centres

    d. souvenir shops

    e. retail stores with no more than approximately 200 sq. m of retail floor space

    f. vehicle or recreational equipment sales and service

    g. recreational establishments

h. bulk fuel storage and distribution

i. equipment sales, service and rentals

j. manufactured and modular home sales and service

k. public or quasi-public uses

l. surveillance suites

m. accessory uses or buildings

3. Lands designated **Un-Serviced Commercial and Industrial Use Area** may develop in a range of large lot highway-oriented commercial and light industrial uses which serve local and regional customers.

4. Smoky Lake County may require that a Development Concept Plan or Area Structure be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial commercial or light industrial development within 1.6 km (1.0 mile) of the boundary of the Village of Vilna.

3.4 Serviced and Un-serviced Industrial Land Uses

The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** identify lands within the subject area that are currently developed or identified for future industrial or public utility development. The following policies apply to land within the **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area**.

1. The **Serviced Industrial Use Area** and the **Un-Serviced Industrial Use Area** shall be those lands within the County identified as Future Serviced or Un-Serviced Industrial Use area on **Map 5.1 - Future Land Use Concept**.

2. Land designated **Serviced Industrial Use** may develop in a wide range of light industrial or urban industrial uses and will be connected to piped municipal water and sanitary services. Land uses that may be suitable for the area may include but are not limited to:

    a. natural resource processing industries,

    b. grain elevators,

c. manufacturing, processing, storage, packaging or assembly of goods or materials, including petroleum products, chemical and associated products, pulp and paper products, fertilizer or animal by-products,

d. warehousing, storage, receiving, or distributing facilities,

e. metal processing or fabrication operation or storage,

f. agricultural services,

g. auctioneering,

h. bulk fuel storage and distribution,

i. accessory offices,

j. commercial greenhouses,

k. transportation and public utility facilities/buildings,

l. accessory surveillance suites,

m. public utilities,

n. public or quasi-public uses (e.g., municipal equipment and maintenance yards), and

o. accessory uses or buildings,

provided that any nuisance such as odour, noise, glare, vibration, heat, smoke, or effluent is confined to the site of the establishment or within the applicable **Serviced Industrial Use**, or substantially mitigated in accordance with the policies and/or regulations and/or design of a Development Concept Plan or Area Structure Plan, especially in those areas in proximity to existing or proposed residential areas or in proximity to the Village.

In this respect, individual developments will not necessarily be precluded; however, extra precautions shall be required such as requiring a warning system or so-called "disaster plan" should the need arise.

3. Land designated **Un-Serviced Industrial Use** may develop in a wide range of light industrial, rural industrial, or commercial uses, and will utilize onsite water and sanitary systems.

4. Smoky Lake County may require a Development Concept Plan or Area Structure Plan be prepared and approved prior to the approval of any amendment to the Land Use Bylaw to allow a substantial rural industrial development within 1.6 km (1.0 mile) of the boundary of the Village of Vilna.

5. For the purposes of implementing this policy, the definition of the term "substantial" shall be as agreed upon by the consensus of Village and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3.5 Municipal Services and Road Policies

1. The Village of Vilna and Smoky Lake County shall establish strategies and standards for the orderly, efficient, and economical extension of wastewater collection, water distribution systems, storm water management, and roads within the subject area.

2. Some of the development strategies within the subject area are closely connected to the ability and need for municipal piped services.

3. Future servicing with municipal piped services may be required within the Future Serviced Industrial Use area. If such services are not available due to cost or capacity limitations or other reasons, the area shall not be developed for serviced industrial or commercial purposes unless it meets a minimum agreed development standard.

4. Where it is deemed appropriate, necessary and/or desirable, further to this plan, the Village and County will endeavor to enter into agreements respecting municipal piped services in the subject area.

5. Where proposed developments may impact intersections between Provincial highways and municipal roads, as shown on **Map 5.2 – Important Intersections**, additional consultation with Alberta Transportation will be required prior to approval by the Village and/or County. This consultation may include the preparation of a Traffic Impact Assessment satisfactory to Alberta Transportation. All costs of the TIA and any corresponding intersection improvements will be the responsibility of the developer/proponent.

6. The Village and the County will continue to work cooperatively with Alberta Transportation to identify and mitigate traffic impacts and identify the

scheduling of necessary improvements at the intersections of highways and municipal roads as shown on **Map 5.2 – Important Intersections**.

3.6 Social Services

Social services within the Plan area are provided by provincial agencies, not-for-profit and volunteer organizations and by the Village, the County and in some instances the Village and the County collaboratively. Currently the following social services are joint Village/County initiatives:

- The Foundation
- Emergency Services
- Recreation
- Ag Society

1. The Village and the County will continue to work cooperatively to provide social services to community members within the Smoky Lake region
2. The Village and the County will endeavor to explore opportunities for expanding joint service provision.

3.7 Development Concept Plans & Area Structure Plans

1. A Development Concept Plan or Area Structure Plan may describe, outline, or provide, among other matters, in text and map form:
   a. a definition of the affected area and a description of the relationship between the affected area and surrounding lands;
   b. an indication of the proposed land uses and the area of each land use;
   c. an indication of the total number of lots and/or dwelling units proposed on the quarter section (if applicable);
   d. policies and plans addressing buffering from adjacent land uses which may be affected by or which may affect a residential community (if applicable);
   e. policies respecting phasing, if any, including an indication of which lots will be developed first and how the development of these lots will be designed specifically to allow for further development of the subject quarter section;

f. policies respecting environmental protection, habitat, ecological conservation, effect on the adjacent agricultural community, including any existing or potential confined feeding operations;

g. policies and plans addressing natural and man-made limitations to development, such as flood susceptibility, bank subsidence, erosion, railway lines, oil and gas wells, pipelines, and other facilities (including active, inactive, abandoned, and decommissioned facilities, sour gas, etc.), gravel operations or resources, airports, agricultural operations, historical resources, other nearby land uses, etc.;

h. policies respecting built form, amenities, aesthetics, landscaping, architecture, buffering from potential limiting factors, dealing with the potential for land use conflict, etc.;

i. policies and plans for necessary water supply, sanitary sewage disposal, and storm water management;

j. as required, policies relating to:

    i. the impact on adjacent land uses;

    ii. the impact on community services, such as fire protection;

    iii. the municipal servicing costs associated with the development, and landscaping; and

    iv. wetland mitigation.

k. a Phase I Environmental Assessment, describing the possibility of contamination within the subject area and, if the Phase I indicates, a Phase II Environmental Assessment, describing the extent of any contamination within the subject area and the means of mitigation;

l. engineering information in sufficient detail to show how that is to be done;

m. if the development is to provide water by a municipal piped water supply system, engineering information showing how that is to be done;

n. if the development is to be supplied with water by means other than a municipal piped water supply system, a report which would satisfy the requirements of Section 23(3)(a) of the Water Act;

o. an assessment of the general suitability of the Plan area for sewage disposal by tile field (percolation tests);

p. a determination of any flood plains relating to any water bodies within or adjacent to the subject site, including a description as to how any flood plain lands will be made suitable for development without transferring the flood hazard to other lands;

q. an assessment of the stability of any banks (either steep slopes or watercourse valleys) within or adjacent to the subject site, including a description as to how any bank stability hazards will be mitigated without transferring the stability hazard to other lands;

r. A wetland assessment (prepared by a certified wetland professional) that delineates and classifies wetlands (onsite and offsite) that will be impacted by the proposed development.

s. if within 0.8 km of a Highway, a traffic impact assessment, indicating the vehicular generation from the development at various stages of development, and any roadway improvements that may be necessary on adjacent and nearby roads and Highways (and on their intersections) resulting from that vehicular generation;

t. an assessment of the site, indicating

    i. how Environmental Reserves, Environmental Reserve Easements, Municipal Reserves, and other land management tools are to be used to protect significant biophysical sites;

    ii. how all Provincial and Federal legislation and regulations are to be adhered to respecting wetlands, habitat, and environmentally sensitive lands;

u. an assessment of all other limitations to development, including potential and actual land use conflicts, which have been identified, indicating how the limitations and conflicts are to be accommodated, dealt with, and/or overcome; and

v. other policies and plans as may be indicated by the proponent or the municipality to address any unique circumstances of the Development Concept or Area Structure Plan area.

2. The level of detail required in a Development Concept Plan or Area Structure Plan shall be as agreed upon by the consensus of Village and County staffs. If they cannot agree, the definition of the term shall be considered and determined by the Intermunicipal Planning Committee.

3. The process for considering a Development Concept Plan or Area Structure Plan for approval will be the same as for a major development proposal. The approving authority shall be the Council of the municipality in which the site of the Development Concept Plan or Area Structure Plan is located.

4 Plan Implementation

4.1 Implementation Policies

The Councils of the Village of Vilna and Smoky Lake County have agreed to the following implementation policies which will be used in implementing the policies contained in this plan.

4.2 Plan Amendments

1. An amendment to this plan may be proposed by either municipality. An amendment to the plan proposed by a landowner shall be made to the municipality in which the subject land is located.

2. An amendment to this plan has no effect unless it is adopted by both municipalities by bylaw.

4.3 Annexation

1. There will continue to be a boundary between the Village of Vilna and Smoky Lake County for administration of services such as maintenance of infrastructure, waste management, development control, weed control, etc.

2. There is a need for periodic expansion of the urban area, and thus the Village of Vilna, by annexation. Annexations will occur from time to time in a positive, orderly, and timely manner with an agreed-upon process where there is a clear need for Village annexation to provide more land for urban development.

3. The Village of Vilna shall demonstrate reasonable need for annexation through appropriate growth studies to support annexation applications.

4. Each municipality shall protect lands identified in the plan suitable for municipal piped services from land uses and developments that might unduly interfere with and create conflict with future urbanization.

5. Both municipalities shall follow the annexation process as outlined in the Municipal Government Act current at the time an annexation application is made.

4.4 Cost/Revenue Sharing Schemes

1. Any agreements for cost and revenue sharing shall be to benefit the future development of land within the plan's subject area.

2. The Village and County will explore cost and revenue sharing opportunities as development occurs and through the review and approval process of each Development Concept Plan or Area Structure Plan.

4.5 Framework

1. This plan is conceptual. Its policies do not delve into the fine details of land use, servicing, or implementation but instead set out a framework of guidelines for municipal planning policies.

2. The Village of Vilna and Smoky Lake County will co-operate in pursuing mutually beneficial economic development initiatives that would attract investment and create employment opportunities in the Smoky Lake Region.

3. **Map 5.1 – Future Land Use Concept** of this plan will be the primary land use document supplemented by implementation tools such as Development Concept Plans and Area Structure Plans. The Village of Vilna and Smoky Lake County shall amend their respective bylaws as necessary to be consistent with the policies and provisions of this plan.

4.6 Establishment of the Intermunicipal Planning Committee

1. The Intermunicipal Planning Committee (IPC) will be established upon Third Reading of the Bylaws adopting this plan.

2. The Intermunicipal Planning Committee will not be a decision-making body, but will submit recommendations to the approving bodies of the respective municipalities, striving for consensus as much as possible.

3. The Intermunicipal Planning Committee will be comprised of all members of both Councils of the Village of Vilna and Smoky Lake County who do not sit on their respective Subdivision and Development Appeal Boards. The IPC will select its own chairman and vice-chairman. The Councils may appoint alternative members, should any member not be able to attend Committee meetings. Additionally, the Chief Administrative Officer or the Development Officer of each municipality shall be ex-officio members of the Committee.

4. The Intermunicipal Planning Committee shall establish its own rules of procedure, including its own schedule of meetings, with meetings being held as required.

4.7 Intermunicipal Planning Committee

1. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and the Village will present their positions on the matter to the Committee.

2. After consideration of a matter, the Committee may:

    a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

    b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

    c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

    d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

    e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or undertake any other action it deems reasonable.

3. The Intermunicipal Planning Committee shall not deal with all development matters within the Village of Vilna + Smoky Lake County Intermunicipal Development Plan subject area. Rather, it will deal with all matters referred to it in the manner described in **Section 4.7** of this plan.

4. The Intermunicipal Planning Committee has the following functions:

    a. to clarify the intent and interpretation of the plan;

    b. to develop specific strategies related to the provision of infrastructure, service provision, cost sharing, etc. for proposed subdivision and development in the subject area that reflect the policies and guidelines set out in this plan;

c. to review and comment on applications to amend this plan;

d. to review and comment on development matters referred to it in accordance with this plan; and

e. to undertake such other matters as it deems reasonable and as are referred to it by either Council or municipal administration.

5. The Village of Vilna and Smoky Lake County agree that the County's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications received within subject area and that the Village's Subdivision Authority and Development Authority will notify the Intermunicipal Planning Committee of applications within the subject area.

6. Each municipality's Subdivision Authority and Development Authority will deal with an application within their own boundaries in accordance with the policies of this plan.

7. Depending on the nature of the proposed subdivision or development, the Intermunicipal Planning Committee may provide recommendations related to the proposed development or subdivision.

4.8 Dispute Resolution/Mediation Procedures

1. The dispute resolution process for matters related to this plan is outlined in this section. The emphasis of the dispute resolution process is mediation at the municipal level prior to an appeal to the Municipal Government Board. This process is based on an assumption that the two parties may have significant differences of opinion on any particular matter and that third-party assistance may be necessary to help resolve the disputes.

2. For the purposes of this plan, a dispute is defined as a disagreement between the Village of Vilna and Smoky Lake County on any statutory plan, any Land Use Bylaw, or any amendment to any statutory plan or Land Use Bylaw which is given First Reading by a Council, or any subdivision or development permit application, or any scheme for the provision of municipal services, which the other municipality deems may be inconsistent with the goals, objectives and policies of this plan.

3. Decisions on all disputes will be made by the respective municipalities in accordance with the provisions of this plan and the Municipal Government Act, but with review as indicated in **Section 4.7.5** of this plan.

4. The Village of Vilna and Smoky Lake County agree to consider the establishment of an Intermunicipal Subdivision and Development Appeal Board to deal with appeals arising from subdivision or development permit decisions within the subject area.

5. Disputes shall be addressed and shall be resolved through any of the following mechanisms either singularly or in combination with each other:

   a. Administrative Review

   b. Intermunicipal Planning Committee

   c. Municipal Councils

   d. Mediation

   e. Non-binding Arbitration

   f. Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

   g. Court Option

6. In the event of a dispute, the applicant municipality will not give approval to the matter in any way (e.g., development permit or subdivision approval, or Second or Third Reading of a bylaw) until the dispute is past the mediation stage.

7. The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure and may supersede the time processes provided for in this plan.

4.9 Administrative Review

1. The municipality within which any development, subdivision, land use bylaw amendment, servicing scheme, or other matter is proposed (hereinafter referred to as "the applicant municipality") will provide complete information concerning the matter to both the other municipality and to the Intermunicipal Planning Committee. The other municipality (hereinafter referred to as "the responding municipality") will undertake an evaluation of the matter and provide comments to the administration of the applicant municipality.

2. If there is any concern, the two administrations shall discuss the issue and attempt to resolve the matter.

3. If the administrations resolve the concern, the responding municipality will formally notify the applicant municipality and the Intermunicipal Planning Committee, and the applicant municipality will take the appropriate actions to consider approving the matter.

4. If the issue is not resolved at the administrative level, the applicant municipality's administration shall refer the matter to the Intermunicipal Planning Committee.

5. Upon the referral of a matter, the Intermunicipal Planning Committee will schedule a meeting and the administrations of the County and Village will present their positions on the matter to the Committee.

6. After consideration of a matter, the Committee may:

   a. provide suggestions to both administrations with respect to revisions to the matter that should be considered to make it more acceptable to both municipalities;

   b. if possible, agree on a consensus position of the Committee in support of or in opposition to the matter, to be presented to both Councils;

   c. conclude that no initial agreement can be reached and that a consensus position of the Committee will not be presented to both Councils;

   d. if agreed to by both Municipalities, employ a facilitator to help the Committee work toward a consensus position;

   e. if a matter cannot be satisfactorily processed following a Committee review, refer the matter to both Councils; or

   f. undertake any other action it deems reasonable.

4.10 Municipal Councils

1. After receiving the recommendations of the Intermunicipal Planning Committee with respect to a particular matter, each Council will establish a position on the matter.

2. If both municipal Councils agree on a matter, then the consideration of approval (including, if necessary, an amendment process) can be completed. If neither Council supports the matter, then no further action will be undertaken.

3. If the Councils cannot agree on a matter, then the matter may be referred to a mediation process.

4. If the matter goes to mediation, the applicant municipality will not give any approval to the matter until mediation has been pursued.

4.11 Mediation

1. The following will be required before a mediation process can proceed:

7. agreement by both Councils that mediation is necessary;

   a. appointment by both Councils of an equal number of elected officials to participate in a mediation process;

   b. engagement, at equal cost to both municipalities, of an impartial an independent mediator agreed to by both municipalities; and

   c. approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.

2. If agreed to by both municipalities, any members of the Intermunicipal Planning Committee or administrative staff from either municipality who are not participating directly in the mediation process may act as information resources either directly or indirectly to the mediation process.

3. All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.

4. At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.

5. If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will consider the mediator's report and the respective positions of the municipal administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality and will be subject to the formal approval of both Councils.

6. If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then a non-binding arbitration process as described below may be initiated.

4.12 Non-Binding Arbitration

1. The following will be required before a non-binding arbitration process can proceed:

    a. agreement by both Councils that non-binding arbitration is necessary;

    b. appointment by both Councils of officials to participate in the non-binding arbitration process;

    c. engagement, at equal cost to both municipalities, of an impartial and independent arbitrator agreed to by both municipalities; and

    d. approval by both municipalities of an arbitration schedule, including the time and location of meetings and a deadline for the completion of the process.

2. At the conclusion of the non-binding arbitration, the arbitrator will submit a report to both Councils.

3. If both Councils agree, then the arbitrator's recommendations will be implemented by the Council or Councils as necessary. Any arbitrator's decision will not be binding on either municipality unless both municipalities concur, and will be subject to the formal approval of both Councils.

4. If no agreement can be reached to abide by the arbitrator's decision or if both Councils do not approve the arbitrator's recommendation, then an appeal process may be initiated if provided for under the provisions of the Municipal Government Act. If there is no appeal process available, then the applicant municipality may proceed with any approvals as are allowed.

4.13 Appeal Process – Intermunicipal Dispute or Subdivision and Development Appeal Board

1. If the mediation process fails, the applicant municipality may approve the matter (e.g., a Land Use Bylaw amendment, a development permit approval, etc.).

2. If the applicant municipality passes a bylaw to implement the matter, then the responding municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the Municipal Government Act in accordance with that Act.

3. If the appeal of the matter is to the applicant municipality's Subdivision and Development Appeal Board, the responding municipality may appeal that action to the Subdivision and Development Appeal Board as it sees fit.

If there is no appeal available pursuant to the Act, then the responding municipality may wish to pursue a Court option.

4.14 Court Option

After any action by the Municipal Government Board, or the applicant municipality's Council or Subdivision and Development Appeal Board from which there is no further appeal, the responding municipality will have the option, should it so choose, of undertaking a court challenge of the matter.

5 Maps

5.1 – Future Land Use Concept

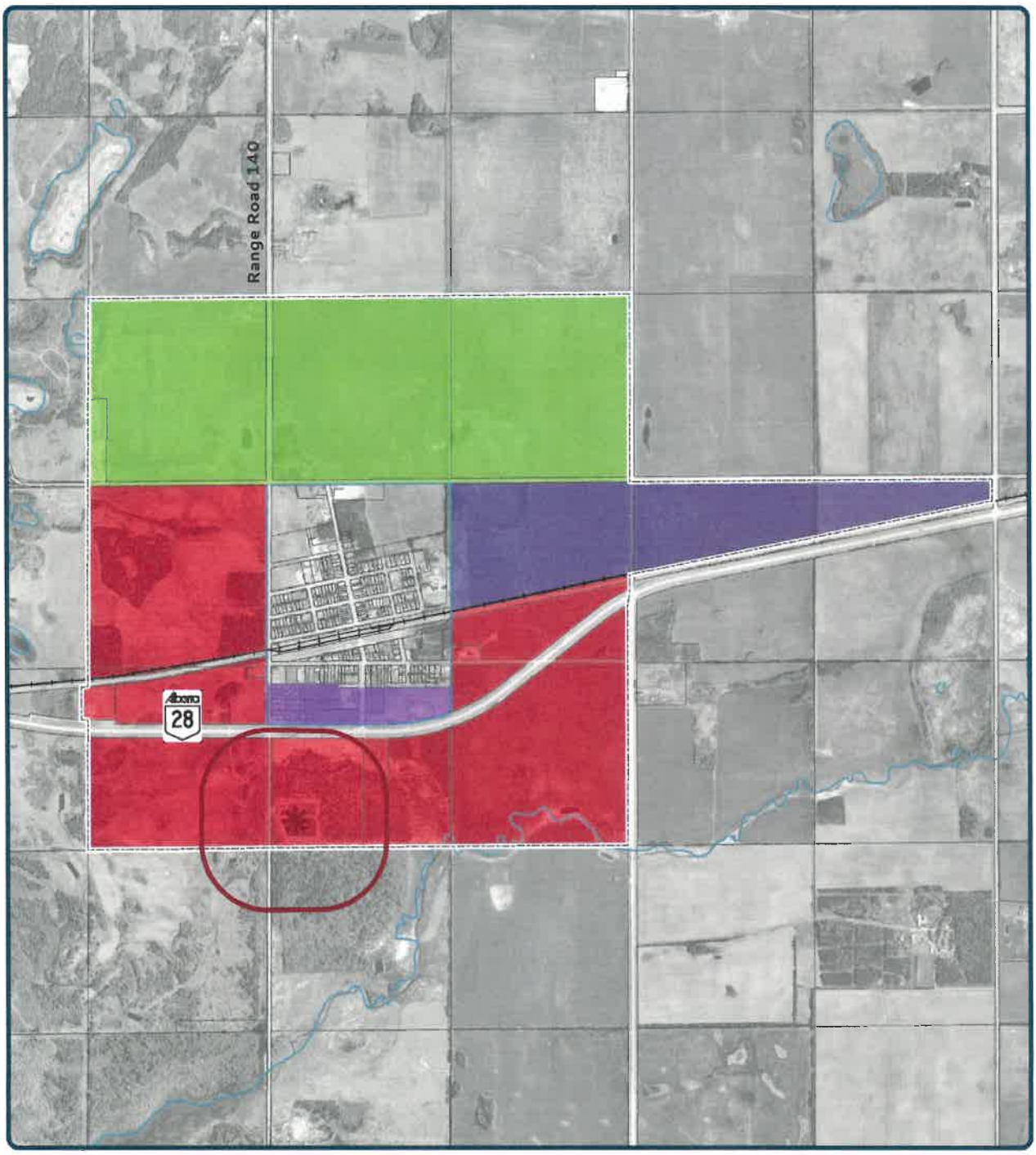
5.2 – Major Intersections

5.1 Future Land Use Concept

Intermunicipal Development Plan

Map 5.1 Village of Vilna – Future Land Use Concept

- IDS Boundary
- Village Boundary
- Nuisance Ground (with 300m setback)
- Agricultural
- Unserviced Commercial and Industrial
- Serviced Industrial
- Unserviced Industrial



0 1 2 Kilometres

FOR MORE INFORMATION: www.munplan.ab.ca
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5.2 Major Intersections

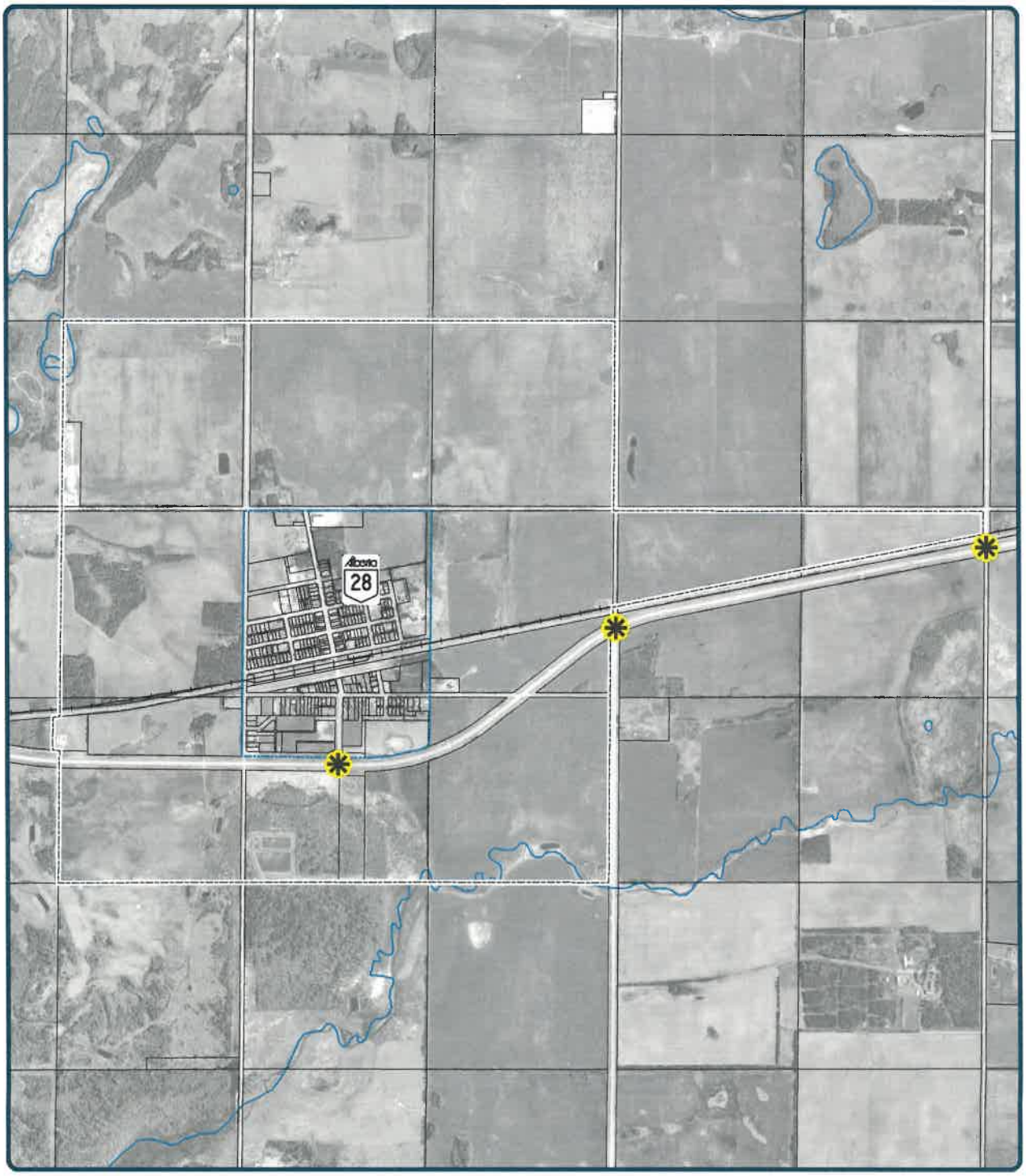
Intermunicipal Development Plan

Map 5.2 Village of Vilna – Major Intersections

IDS Boundary

Village Boundary

Major Intersection



0 1 2 Kilometres

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6 Appendix A – Information Maps

6.1 – CLI Agricultural Land

6.2 – Local Features

6 Appendix A – Information Maps

6.1 CLI Agricultural Land

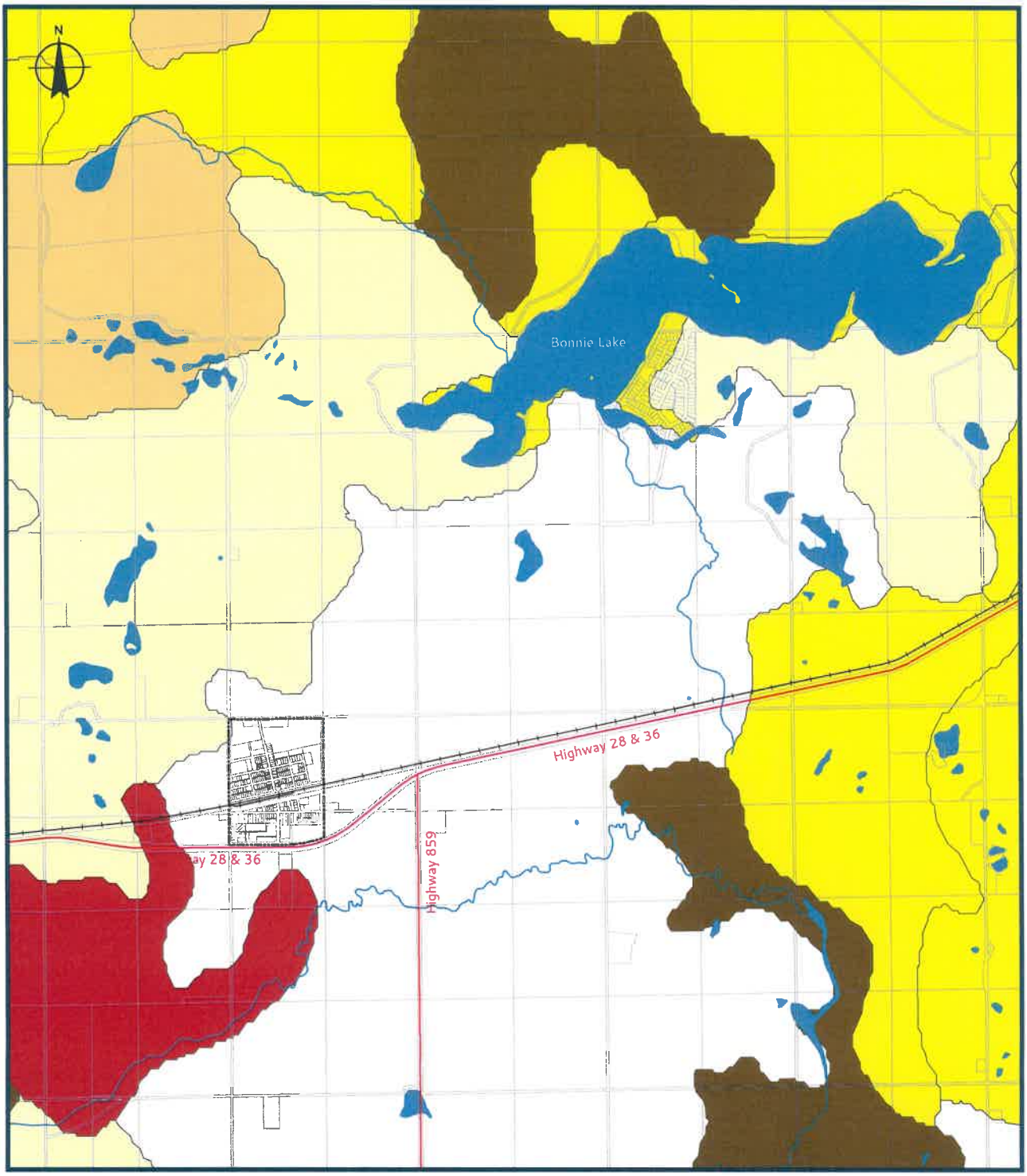
Intermunicipal Development Plan

Map 6.1 Village of Vilna – CLI Agriculture

Village of Vilna
Water Body
Highway
Water Course
Railway

0 1 2 3 Kilometre

Moderate limitations
Moderately severe limitations
Severe limitations
Very severe limitations
Perennial forage crops
Organic Soils



Digital Geographic Information: Canada National Topological Survey Geobase and Geogratis & Altalis
Geographic coordinate system and projection: UTM. NAD 83 Datum: Zone 12N
FOR MORE INFORMATION: www.munplan.ab.ca | #208, 1751-107 Avenue NW Edmonton, AB T5S 1E5 | 780.486.1991

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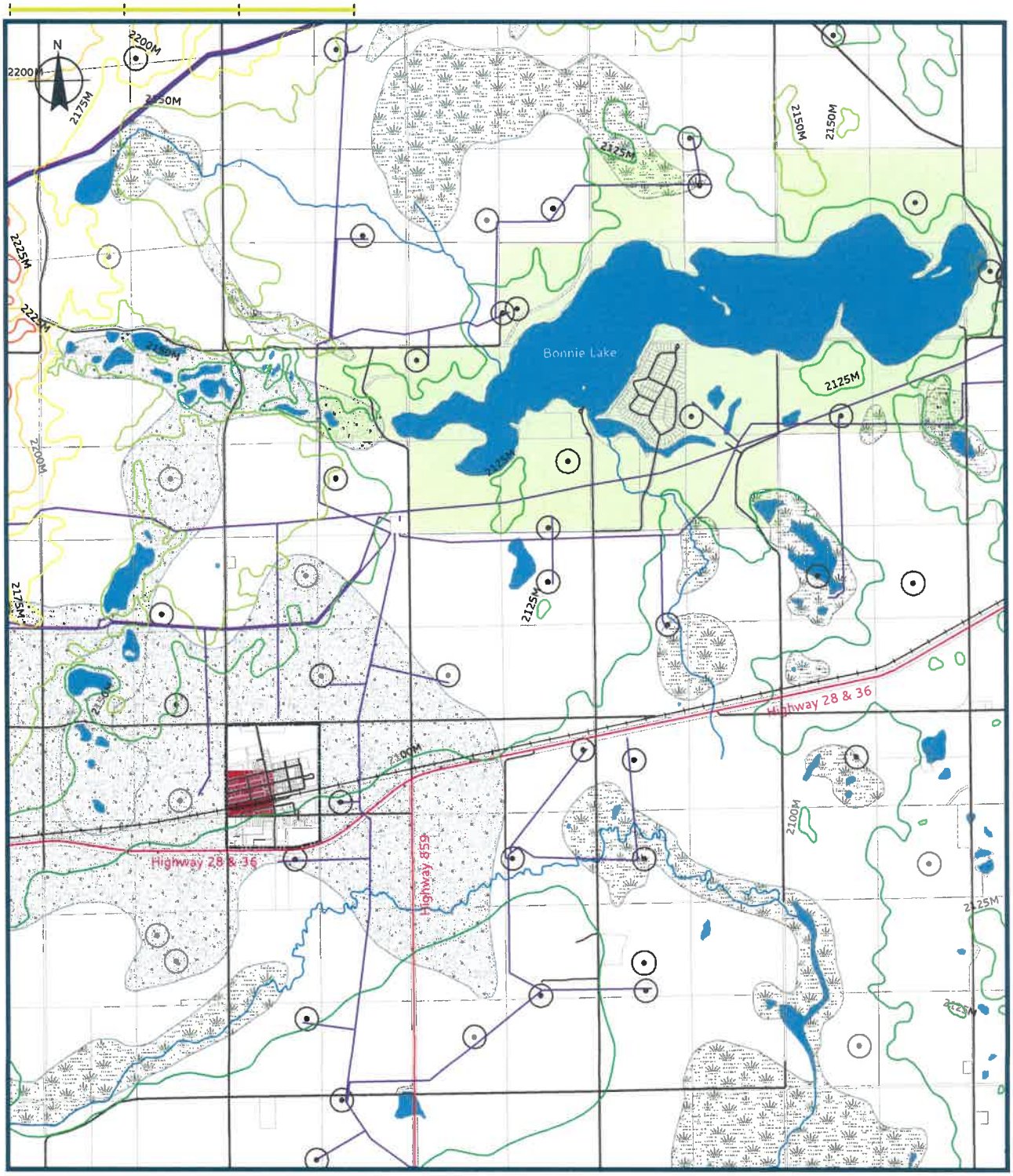
6.2 Local Features

Intermunicipal Development Plan

Map 6.2 Village of Vilna – Local Features

Village of Vilna
Highway
Railway
Water Body
Water Course
Wetlands
Historic Resource
Aggregate Deposit
Environmentally Sensitive Area
Resource Pipeline
Well (with 100 M Setback)
Elevation (25 M Contours)

0 1 2 3 Kilometre



Digital Geographic Information: Canada National Topological Survey Geobase and Geogratis & Altalis
Geographic coordinate system and projection: UTM. NAD 83 Datum: Zone 12N
FOR MORE INFORMATION: www.munplan.ab.ca | #208, 1751-107 Avenue NW Edmonton, AB T5S 1E5 | 780.486.1991

MPS MUNICIPAL PLANNING SERVICES LTD.

Bylaw No. 1383-20

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1383-20

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of adopting an Intermunicipal Development Plan for Smoky Lake County & Lamont County

****

WHEREAS an Intermunicipal Development Plan has been prepared for Smoky Lake County & Lamont County based on public input and studies of land use, development and other relevant data; and

WHEREAS the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan area may be carried out in an orderly and economic manner;

WHEREAS a Public Hearing has been held pursuant to Section 230 of the Municipal Government Act, R.S.A. 2000, c. M-26, and amendments thereto;

WHEREAS said Public Hearing has been advertised pursuant to Section 606 of the Municipal Government Act, R.S.A. 2000, c. M-26, and amendments thereto;

NOW THEREFORE the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the Municipal Government Act R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. This new Bylaw may be cited as "Smoky Lake County & Lamont County Intermunicipal Development Plan".

2. The Smoky Lake County & Lamont County Intermunicipal Development Plan is attached hereto as **Schedule "A"** to this Bylaw is hereby adopted.

3. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act R.S.A. 2000, c. M-26, as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this **28th** day of **January**, AD **2021**.

_____
REEVE

S E A L

_____
CHIEF ADMINISTRATIVE OFFICER

READ a First Time this **25th** day of **February**, AD **2021**.

READ a Third and Final Time this **25th** day of **February**, AD **2021** and finally passed by Council.

_____
REEVE

S E A L

_____
CHIEF ADMINISTRATIVE OFFICER

County of St. Paul / Smoky Lake County
Intermunicipal Development Plan





SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1334-19

A Bylaw of Smoky Lake County, in the Province of Alberta for the purpose of adopting an Intermunicipal Development Plan for Smoky Lake County and the County of St. Paul.

****

WHEREAS an Intermunicipal Development Plan has been prepared for Smoky Lake County and the County of St. Paul based on public input and studies of land use, development and other relevant data; and

WHEREAS the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan area may be carried out in an orderly and economic manner;

NOW THEREFORE, the Council of Smoky Lake County, duly assembled, and pursuant to the authority conferred upon it by the *Municipal Government Act* R.S.A. 2000, c. M-26 as amended, enacts as follows:

1. This new Bylaw may be cited as “Smoky Lake County & the County of St. Paul Intermunicipal Development Plan”.

2. The Smoky Lake County & the County of St. Paul Intermunicipal Development Plan attached hereto as Schedule “A” to this Bylaw is hereby adopted.

3. This Bylaw may be amended by Bylaw in accordance with the *Municipal Government Act* R.S.A. 2000, c. M-26 as amended.

This Bylaw comes into effect upon the date of the final reading thereof.

READ a First Time this **31st** day of **January,** AD **2019**.

_____
REEVE

S E A L

_____
CHIEF ADMINISTRATIVE OFFICER

READ a Second Time this **21st** day of **February**, AD **2019**.

READ a Third and Final Time this **21st** day of **February**, AD **2019** and finally passed by Council.

_____
REEVE

S E A L

_____
CHIEF ADMINISTRATIVE OFFICER

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Image no. 1: County of St. Paul photo library
Image no. 2: Smoky Lake County photo library

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1. Introduction

1.1. Background

To meet the requirements of the Municipal Government Act, that all municipalities must adopt Intermunicipal Development Plans (IDP) with their land-based neighbouring municipalities, the participating municipalities determined that a collaborative approach would bring the most value. The group of municipalities ("the partners") involved in the Rural Multi-Jurisdictional Intermunicipal Development Plan Project includes the participation of:

- County of St. Paul
- County of Two Hills
- County of Vermilion River
- Lac La Biche County
- Municipal District of Bonnyville
- Smoky Lake County

This IDP is one of eight rural-to-rural plans developed through this project. The partners' shared borders are expansive, yet have significant common features including being rural, largely agricultural in land use, and sharing ecological, utility and transportation features.

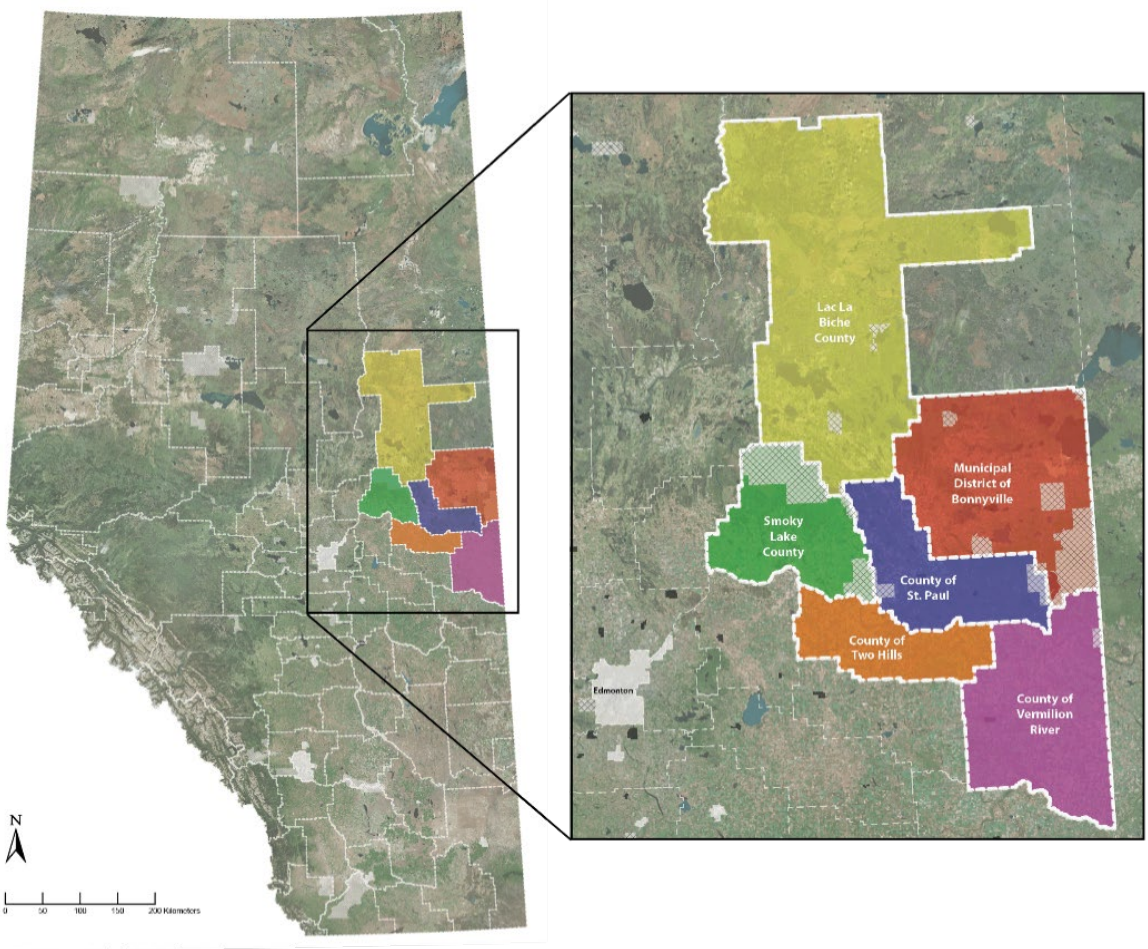


Figure 1: Regional Context Map

1.2. Vision, Shared Values and Goals

1.2.1. Vision

To fulfill the Municipal Government Act Section 631 requirements for IDPs while proactively building collaborative relationships. The purpose of an IDP is to foster an intermunicipal approach to planning issues on the lands that connect adjacent municipalities, and to establish an agreed upon development vision for the area.

1.2.2. Shared Values

A set of shared values were developed to guide the development of this Plan, and are expected to be used as a framework for interpreting the IDP policies:

(1) Strong, proactive communication and safe discussion;

(2) More awareness of all our neighbours;

(3) Respect for our neighbours;

(4) Inclusivity; and

(5) Equal partners.

1.2.3. Goals

The goal is to meet the Municipal Government Act's requirements by:

(1) Identifying future land uses for the Plan Area;

(2) Facilitate intermunicipal communication and coordination of planning and development within the Plan Area based on the shared values and policies;

(3) Address the transportation systems;

(4) Collaborate on relevant intermunicipal programs relating to the physical, social and economic development of the Plan Area;

(5) Address environmental matters through a focus on water bodies, watersheds and environmentally significant areas within the Plan Area;

(6) Establish direction for joint collaboration on issues beyond the municipal jurisdiction; and

(7) Provide administrative provisions for dispute resolution, amendments and repeals.

1.3. Statutory Framework

In addition to recently becoming a requirement for municipalities, as per section 631 of the Municipal Government Act, the IDP has also become the highest order of municipal statutory plan and requires all other statutory plans to align with its policies.

The Municipal Government Act also requires the IDPs to be consistent with any approved regional plans. The County of St. Paul and Smoky Lake County fall within the North Saskatchewan Regional Plan area. Although the creation of the regional plan is still in progress while this IDP is being developed, the Municipalities have taken steps to incorporate regional planning considerations in this IDP that are consistent with the Terms of Reference for Developing the North Saskatchewan Regional Plan.

1.4. Policy Interpretation

The IDP uses specific language to indicate the level of support required for each policy. The following words are to be interpreted as follows:

Shall, require, must, or will: explicitly apply to all situations without exception.

Should: always applies to the situation unless it can clearly be identified to the agreement of Council or the Approving Authority that in the given situation, the policy is not reasonable, practical or feasible.

May: acknowledges support in principle and indicates that Council or the Approving Authority has the discretion to determine the level of compliance that is required.

1.5. Mapping Interpretation

The maps contained within this IDP are intended to provide support and aid in the interpretation of the policies. Boundaries, areas shown, and locations denoted by symbols are approximate and are not intended to define exact locations except where they coincide with clearly recognizable physical features or fixed boundaries such as property line and roads. Since the maps are not absolute, and will be interpreted as such, the precise location of these boundaries will need to be determined by the relevant Approving Authority at the time of evaluating any proposed development application.

Map legends may include items not represented on the map. Mapping was undertaken as part of the inventory of current services, and lack of representation on the map indicates a service was inventoried, but no service exists in the area.

1.6. Public Engagement

This IDP was developed through a collaborative process that included a series of intermunicipal discussions in conjunction with community engagement that collected public input at several points in the process. Guided by an advisory committee consisting of elected officials and members of administration from each of the partner municipalities, the IDP endeavoured to include key stakeholders such as land owners, adjacent First Nations and Métis communities, industry representatives and recreation groups.

The process had two community engagement phases that ran concurrently with the development of the IDP prior to the public hearing and approval process:

Engagement Phase 1 – Discover & Vision:

A targeted stakeholder meeting was held to inform the stakeholders about the IDP, collect information about the Plan Area context, and to identify potential opportunities and issues. An

online questionnaire was also available for stakeholders unable to attend, presenting and collecting the same information as the stakeholder meeting.

Engagement Phase 2 – Preliminary Policy Direction:

Using input collected in Engagement Phase 1, preliminary policy statements were developed and presented to the public at an open house and via an online survey. Feedback collected provided direction for the draft IDP.

1.7. Definitions

The Municipal Government Act, RSA 2000 shall define all terms included in the IDP unless defined below:

"Area Structure Plan (ASP)" means a statutory plan in accordance with the Municipal Government Act for the purpose of providing a framework for subsequent subdivision and development of an area of land in a municipality. The ASP typically provides a design that integrates land uses with the requirements for suitable parcel densities, transportation patterns (roads), storm water drainage, fire protection, and other utilities across the entire Plan Area.

"Aggregate operations" means the activities, process and/or extract used to aggregate materials including gravel, rock and sand typically used in the construction of roads, buildings and other infrastructure.

"Council" means the Council of County of St. Paul and the Council of Smoky Lake County in the Province of Alberta.

"Discretionary Use" means the use of land or a building in a land use district for which a development permit may be approved at the discretion of the Development Authority with or without conditions.

"Plan Area (Intermunicipal Development Plan Area)" means the extension of land identified by both municipalities that encompass areas of importance and/or concern to which the policies of this document pertain.

"Intermunicipal Development Plan (IDP)" means a statutory document between two or more municipalities, adopted by bylaw in accordance with section 631 of the Municipal Government Act, which is used by municipalities as a long-range planning tool to address joint planning matters.

"Municipal Government Act (MGA)" means the Municipal Government Act, RSA 2000 as amended.

“Non-Statutory Plan” means a municipal planning document or conceptual scheme or conceptual plan that is endorsed or approved by resolution of Council, typically to guide future land use development or subdivision of a specified area within a municipality, but does not include a municipal development plan, area structure plan, or area redevelopment plan adopted under the Municipal Government Act.

2. Plan Context

2.1. Defining the Intermunicipal Development Plan Area

The County of St. Paul and Smoky Lake County share a common geography, similar demographics, and economic base offered by their location northeast of Edmonton, Alberta's capital city and south of Alberta's oil sands. In order to determine the extent of the Plan Area, the partners reviewed the key features along the boundary and adjacent area including:

- current and future land uses;
- environmental considerations;
- transportation networks;
- utility and infrastructure servicing;
- community services infrastructure; and
- recreation and tourism assets.

2.2. Municipal Profiles

2.2.1. County of St. Paul

The County of St. Paul has an area of 3,309 km^2 and a population of 6,468 people (2017 Municipal Census). The County surrounds the towns of Elk Point and St. Paul and the Summer Village of Horseshoe Bay. Ten hamlets and several other unincorporated communities are located within its boundaries. The County is bordered by five rural municipalities and five First Nation Reserves. The local economy is primarily supported by the agriculture, forestry and resource extraction lands which generate a large portion of employment. More recently, oil and gas has provided economic growth to the region. The County also has an abundance of outdoor recreation opportunities which draws both local residents and tourists. Highways 41 and 28 are both high load highways that serve the County and provide connections to adjacent communities. Growth projections for the County as a whole are likely to be consistent with the trend of 5% increase over the last five years. Little of this population growth is expected to occur in the Plan Area. The County encourages future residential development to occur within existing hamlets and/or existing multi-lot country residential areas.

2.2.2. Smoky Lake County

Smoky Lake County has an area of 3,413 km^2 and a population of 4,107 people (2016 Statistics Canada Census). The County surrounds the Town of Smoky Lake and the Villages of Vilna and Waskatenau. Four hamlets, and several other smaller unincorporated communities are located within the County. The County is bordered by five rural municipalities, two First Nation Reserves, and two Métis Settlements. The primary economic driver is agriculture including grain and livestock; however natural resources such as peat moss and forestry, along with manufacturing and tourism also contribute to the County's economy. Outdoor recreation opportunities provided by the abundance of lakes and trails have provided further opportunities for both residents and tourists. Provincial Highway 28 intersects the County and provides a high load corridor connecting east and west. Growth projections are likely to remain consistent from the last 5 year period at 5%, but down from previous periods of high growth leading up to the 2006 Census. Growth is not expected to occur in the Plan Area. The County encourages future residential development to occur within existing hamlets and/or existing multi-lot country residential areas.

3. Plan Policies

3.1. Plan Area

Context – The IDP area covers an area of predominantly agricultural land, with a small extent of Country Residential or Resort Settlement.

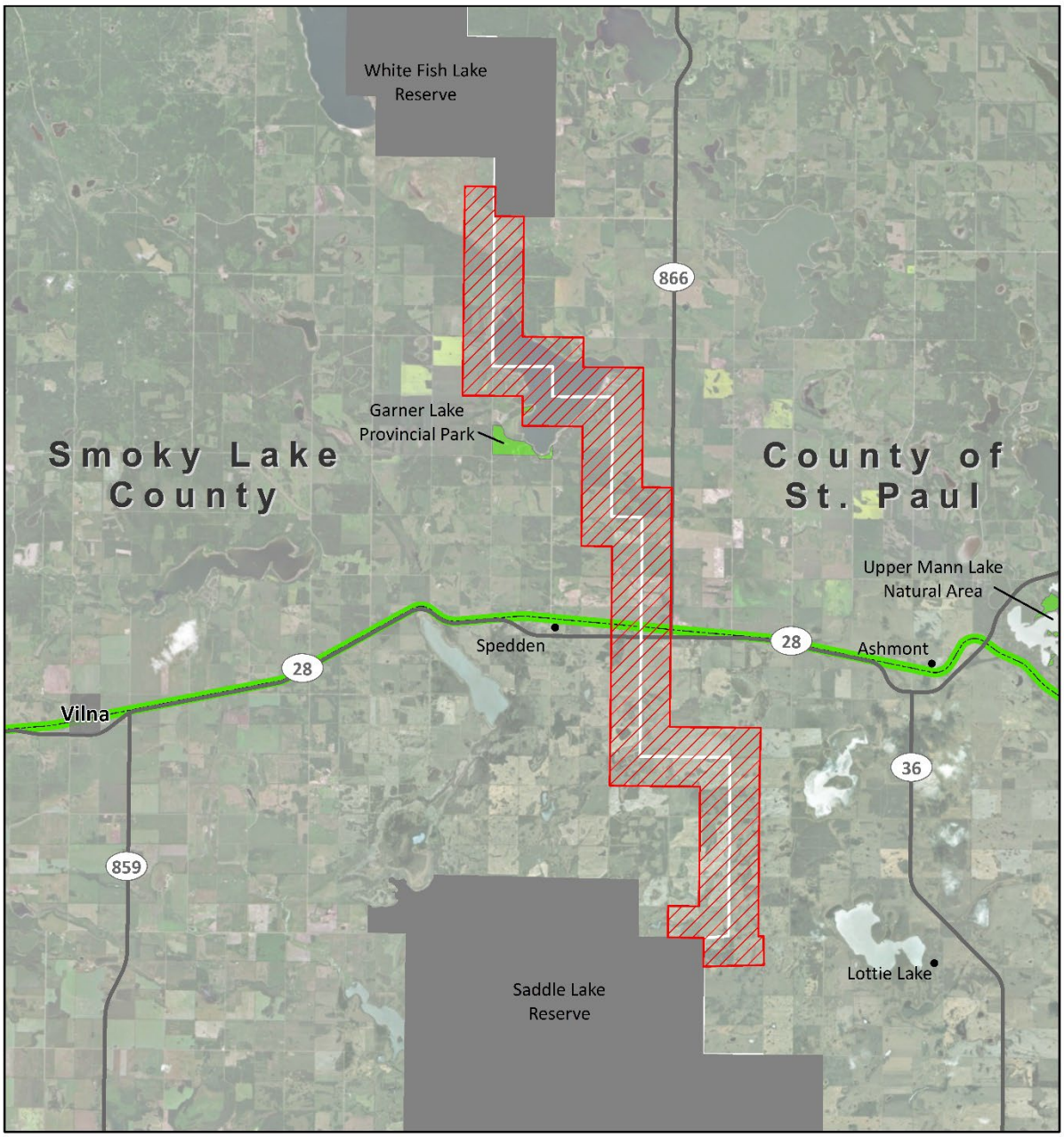
3.1.1. Objective

(1) To establish the Plan Area in which all IDP policies apply.

3.1.2. Policy

(1) The County of St. Paul / Smoky Lake County IDP area encompasses all of the lands within 1 quarter section (0.5 miles) on both sides of the shared boundary as defined on Map 1. Lands within the adopted IDP area (known as the Plan Area) are subject to the IDP objectives and policies.

Map 1: Plan Area and Referral Area



Legend

- Plan Area
- Urban Municipalities, Reserves and Settlements
- Hamlets
- Parks and Protected Areas
- Iron Horse Trail
- Arterial Roads

0 1 2 4 6 8 Kilometers

1:150,000

3.2. Land Use

Context - Land uses within the Plan Area are largely not expected to change within the short- and medium-term planning horizon.

3.2.1. Objective

(1) To respect the rural character of the Plan Area and to preserve both agricultural lands and significant natural environmental features.

3.2.2. Policy

(1) The preservation of agricultural land uses shall be required.

(2) All current land uses are deemed to be the future land uses (Map 2: Land Use), unless approved through the appropriate amendment processes.

(3) Resource extraction, including aggregate operations, and energy projects in accordance with provincial regulation are acceptable in agricultural land use (Map 2).

(4) Garner Lake ASP will direct any future growth for the areas outlined in those specific ASP boundaries (Figure 2).

(5) Historically significant sites will be identified, and policy will be developed to address these sites on an as-needed basis.

(6) Municipalities are encouraged to discuss any proposed or forthcoming Statutory Plans, Land Use Bylaws or amendments that impact the Plan Area with one another.

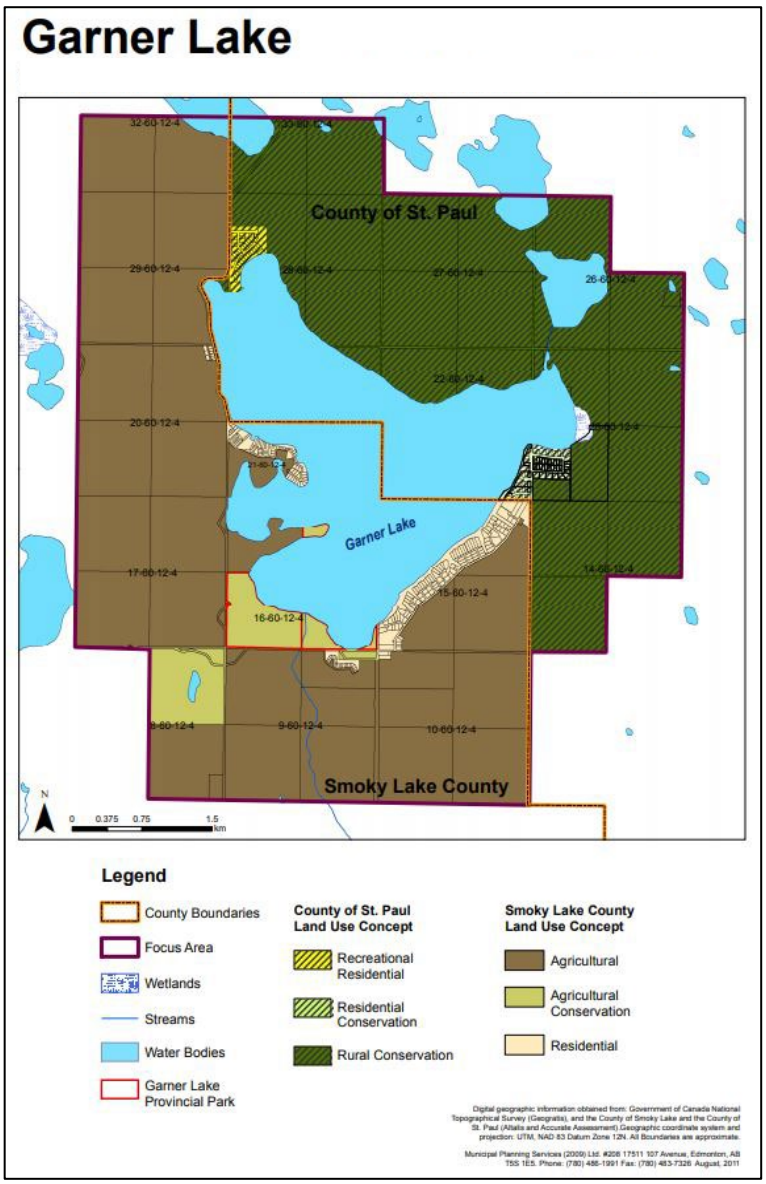
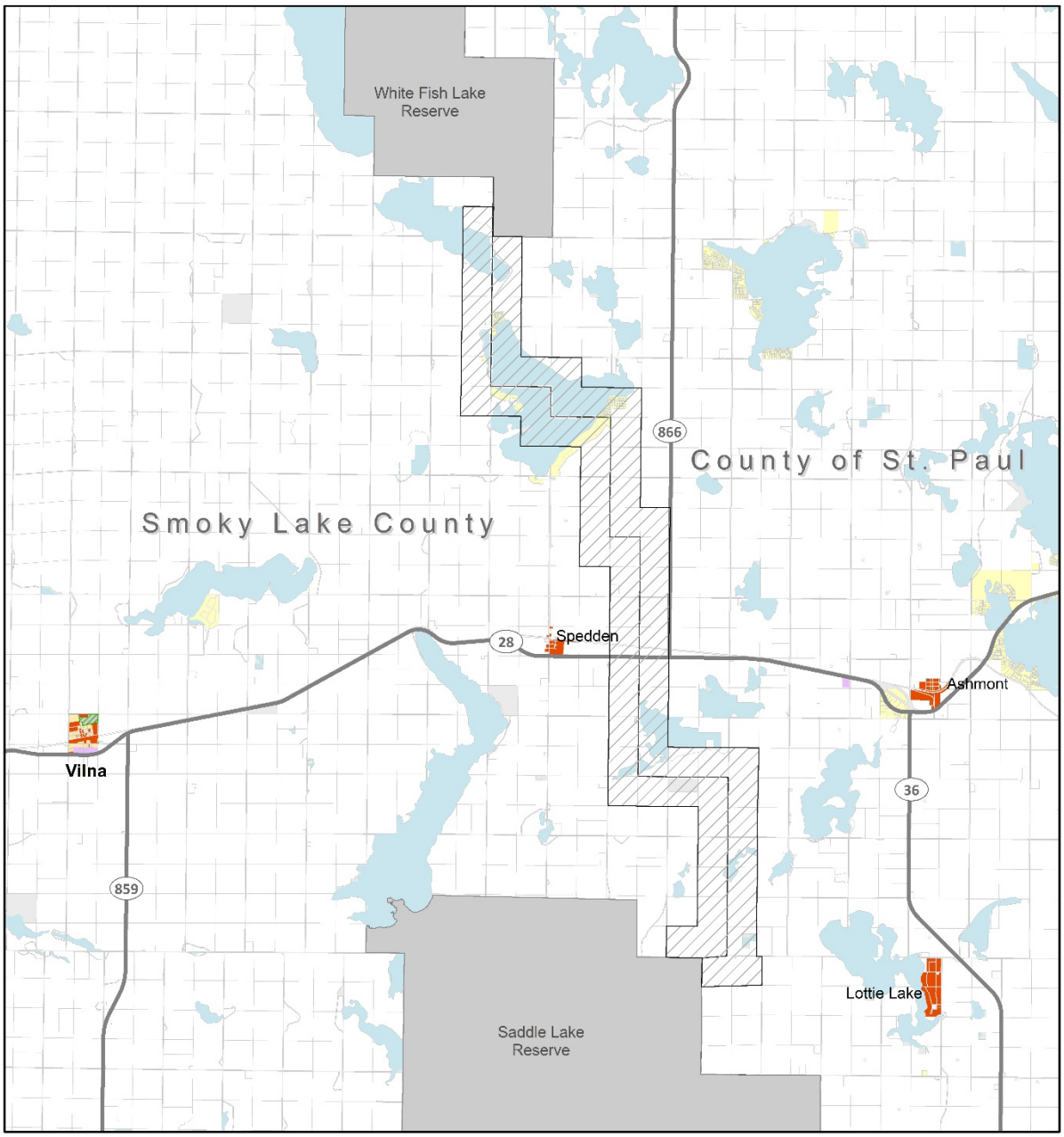


Figure 2: Garner Lake Area Structure Plan Future Land Use Concept Map

Map 2: Land Use



Legend

- Plan Area
- Agricultural
- Country Residential
- Other Residential
- General Urban
- Industrial
- Open Space and Recreation
- Urban Reserve
- Urban Municipalities, Reserves and Settlements
- Arterial Roads

0 1 2 4 6 8 Kilometers

1:150,000

3.3. Environment

Context - Both municipalities share environmentally sensitive and important natural features within the Plan Area (Map 3). The Plan Area includes significant water bodies including Garner Lake and sections of Reed Lake and Carroll Lake. Both municipalities have jointly adopted an existing ASP for Garner Lake which will continue to inform the planning and development of the area. Both municipalities recognize the importance of maintaining the health of natural systems to the quality of life in the region and the overall health of the watershed.

3.3.1. Objective

(1) To promote environmental stewardship in the region.

(2) To protect the long-term health of the watershed and water bodies.

3.3.2. Policy

(1) A set of public education materials regarding shoreline health; respectful use of recreation vehicles; protection of riparian vegetation and water quality should be pursued in collaboration with the appropriate Provincial and Federal agencies.

(2) Collaboration with existing regional watershed groups including, but not limited to, the North Saskatchewan Watershed Alliance and Lakeland Industry and Community Association, and participation in stewardship initiatives to support a healthy regional watershed will be encouraged.

(3) Municipal Councillors should be appointed to North Saskatchewan Watershed Alliance and Lakeland Industry and Community Association to facilitate advancements in watershed health.

(4) The environmental stewardship efforts of organizations such as subregional watershed groups, Cows and Fish, ALUS, and the Agricultural Service Boards will be encouraged to promote best practices for the relationship between agriculture and watersheds.

(5) To protect sensitive riparian habitat and water quality, explore the creation of common development setbacks from water bodies.

(6) Statutory and non-statutory plans for lake areas will be periodically amended to reflect advances in lake management best practices.

(7) Development proposed in proximity to water bodies and tributaries should be carefully evaluated for impacts on water quality.

(8) Existing agricultural operations and residential property owners will be encouraged to maintain a high water quality standard for wetlands, creeks, lakes and other water bodies through the application of best management practices to privately-owned riparian areas.

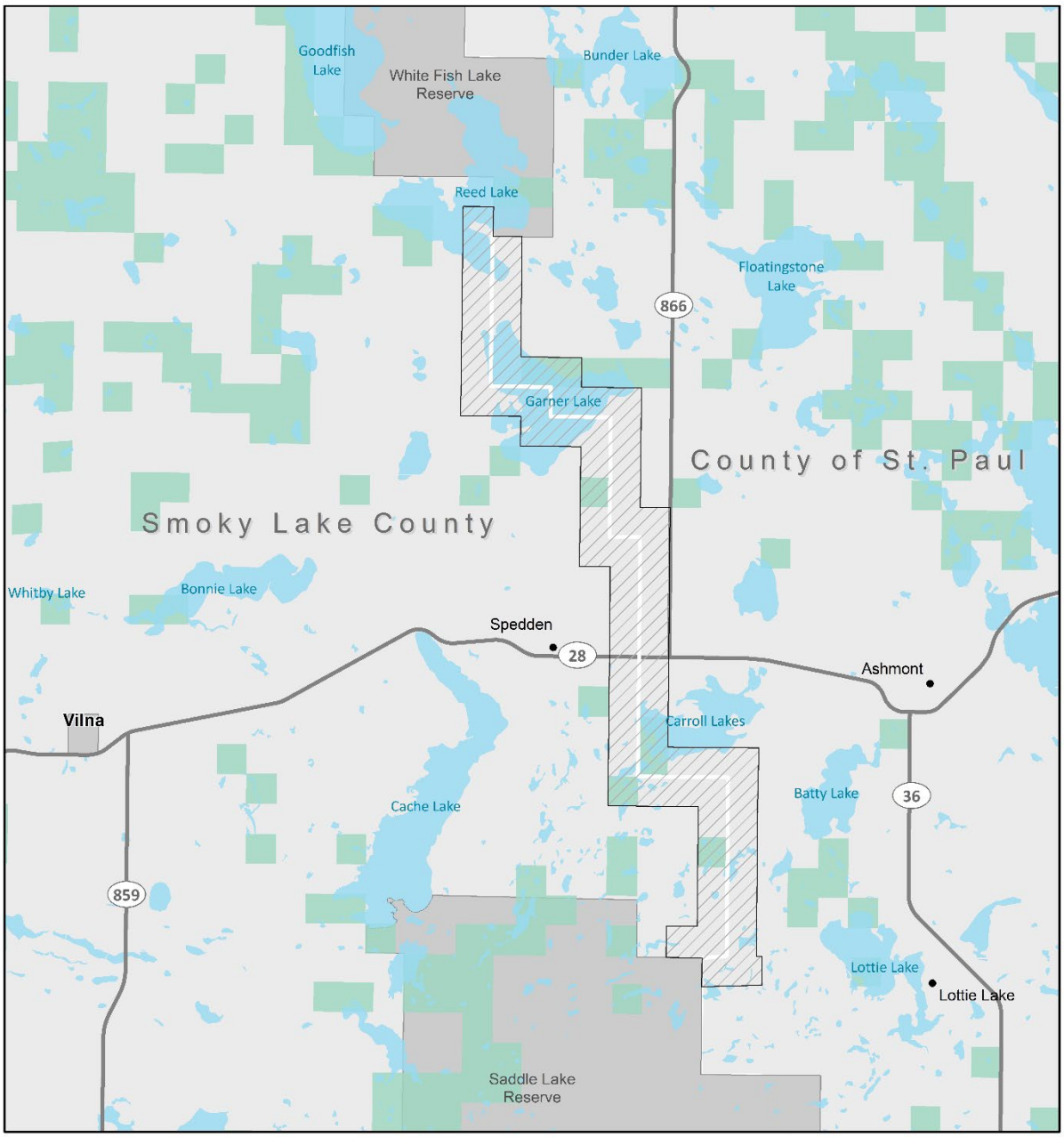
(9) Development on flood prone lands is not permitted.

(10) All provincial regulations with respect to potable water and sanitary services shall be adhered to.

(11) Partnerships between the municipalities and the appropriate wetland mitigation agencies should be explored to promote the protection of the Plan Area sensitive habitats.

(12) Grants to conduct regional inventories of environmentally significant features and to obtain related aerial photography should be pursued.

Map 3: Environment and Water



Legend

- Plan Area
- Environmentally Significant Areas
- Rivers and Lakes
- Urban Municipalities, Reserves and Settlements
- Hamlet
- Arterial Roads
- Municipal Boundary

0 1 2 4 6 8 Kilometers

1:150,000

3.4. Recreation and Tourism

Context – Availability of managed recreation is limited within the Plan Area (Map 4); however, there is no anticipated need for recreation facilities. The Iron Horse Trail is a major recreation and tourism asset that connects both municipalities across the municipal boundary (Map 5). Both municipalities are partners of Northeast Muni-Corr Ltd., through which the Iron Horse Trail was acquired and developed. No further Iron Horse Trail staging areas are likely needed in this area

3.4.1. Objective

(1) To achieve greater economic and recreation opportunities for the region.

(2) To maintain and enhance current trails including the Iron Horse Trail.

3.4.2. Policy

(1) Tourism and recreation opportunities in the region such as ecotourism, enhancements to existing trails, new trail development, staging areas and parks/campgrounds that respect agricultural land uses and environmentally sensitive lands, may be supported.

(2) The municipalities will explore opportunities to increase operational efficiencies of the Iron Horse Trail.

(3) Collaboration with existing recreation and tourism groups to efficiently promote recreational tourism in the region will be encouraged.

(4) Where appropriate, each municipality will endeavour to find efficiencies in bylaw enforcement through public education on recreational use near lakes and the exploration of shared bylaw services.

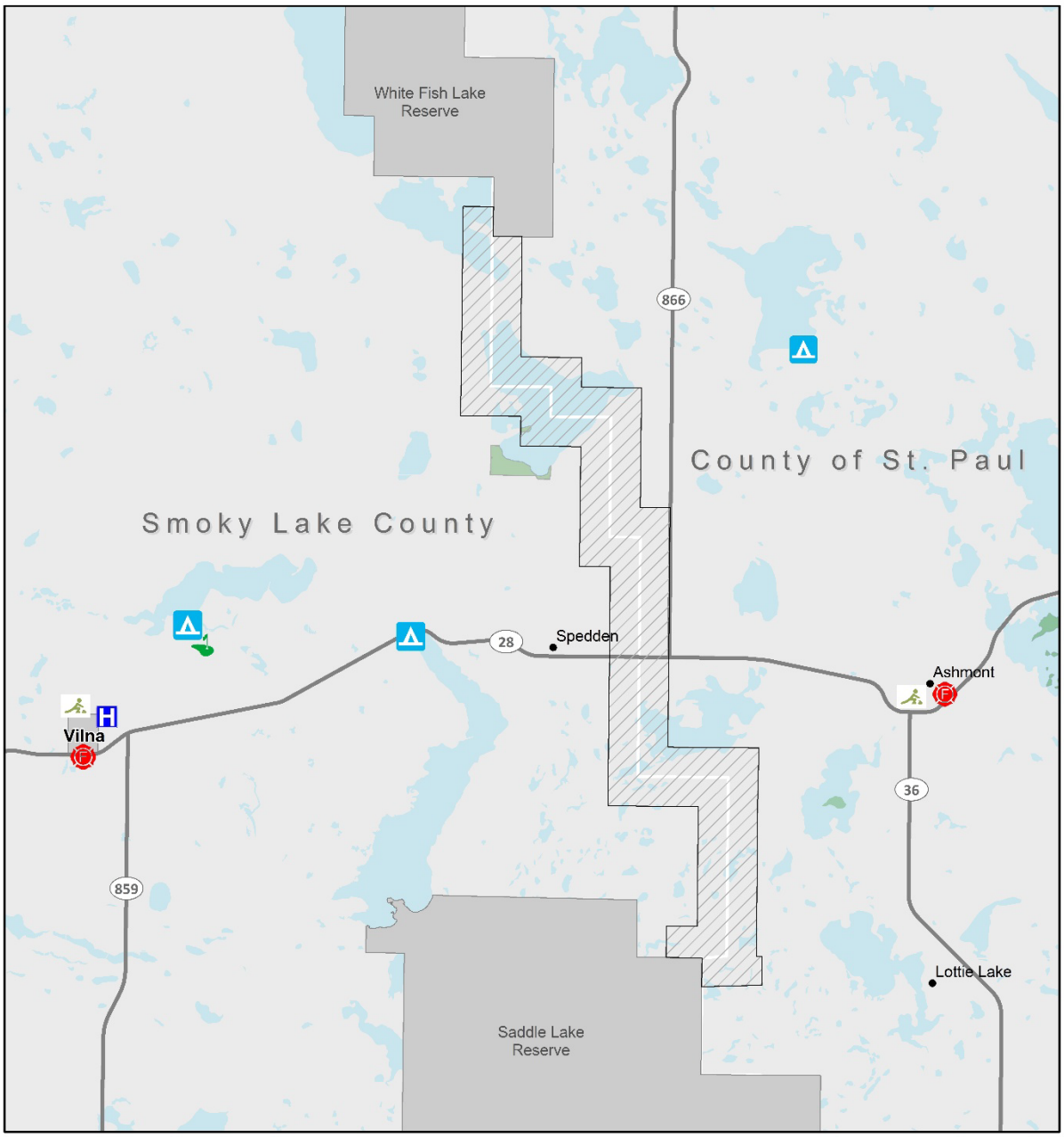
(5) The means of providing access to educational material regarding safe and responsible trail use, water body health, OHV regulations, hunting regulations, and property ownership will be encouraged.

(6) Public awareness of significant historic and cultural sites in the region will be promoted as part of heritage tourism efforts.

(7) Both municipalities will work together to jointly advocate to the Province on issues related to tourism and recreation such as fishing to support tourism in the region.

(8) Explore opportunities to work together on provincial and federal grant applications for recreation and tourism initiatives in the region.

Map 4: Service Hubs



Legend

- Plan Area
- Arena/Curling Rink/Community Hall
- Campground
- Golf Course
- Fire Hall
- Hospital
- Parks and Protected Areas
- Arterial Roads
- Hamlet
- Urban Municipalities, Reserves and Settlements
- Municipal Boundary

0 1 2 4 6 8 Kilometers

1:150,000

3.5. Transportation

Context – While transportation infrastructure is limited in the Plan Area, maintaining an efficient road network provides vital links for residents, operations and businesses (Map 5). Provincial Highways 28 and 866 are the primary transportation connections through the Plan Area. No changes are expected to the transportation network in the direct Plan Area.

3.5.1. Objective

(1) To enhance the transportation network's efficiency and service provision standards.

3.5.2. Policy

(1) Each municipality shall work together to ensure a safe, efficient and cost-effective transportation network is developed and maintained to service farm operations, residents and businesses within the Plan Area.

(2) Future development applications shall consider proximity of local and topographic features to ensure no development is approved without both legal and physical access.

(3) Information sharing regarding appropriate practices for road design, maintenance, classification, permitting and road bans is encouraged between municipalities to promote an efficient and cost effective regional transportation network.

(4) Collaborate to identify potential intermunicipal transportation projects to improve effectiveness and support one another in provincial grant applications for road improvements.

(5) Coordination of asset management planning is encouraged.

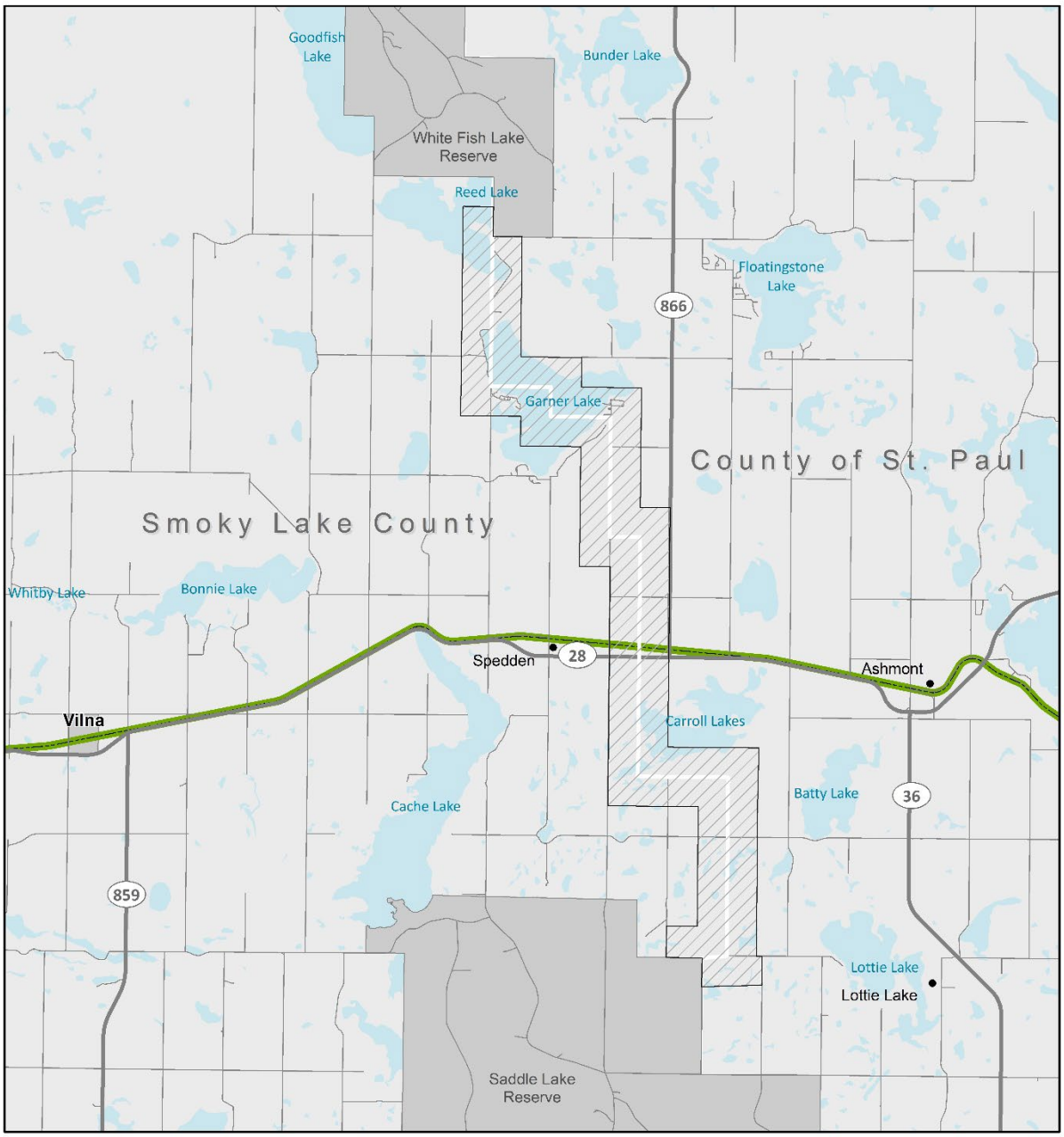
(6) Municipalities will collectively advocate to the Province to improve uniform implementation of highways standards across municipal boundaries.

(7) Where practicable, municipal transportation professionals will be invited to participate in the Rural Intermunicipal Development Plan Committee discussions that pertain to the expansion and/or maintenance of the regional road network.

(8) The submission of a subdivision or development proposal that may result in access being required from a roadway within the Plan Area, will necessitate issuance of an intermunicipal referral.

(9) All right-of-way requirements will be secured for any subdivisions approved in the Plan Area to ensure long-term transportation and road plans can be implemented when required.

Map 5: Transportation



Legend

- Plan Area
- Arterial Roads
- Collector Roads
- Iron Horse Trail
- Hamlet
- Urban Municipalities, Reserves and Settlements
- Municipal Boundary

0 1 2 4 6 8 Kilometers

1:150,000

3.6. Infrastructure & Community Services

Context – To ensure efficient delivery of intermunicipal infrastructure and services, coordination between both municipalities is required. Existing infrastructure and community services that support the Plan Area are not expected to change in the foreseeable future based on the current inventory of service provision and land uses (Map 5 and 6).

3.6.1. Objective

(1) Where appropriate, to coordinate intermunicipal planning and provisions of infrastructure and community services.

3.6.2. Policy

(1) The provision of potable water and the treatment and disposal of wastewater on all parcels in the Plan Area shall be the responsibility of individual landowners or developers, in accordance with provincial standards.

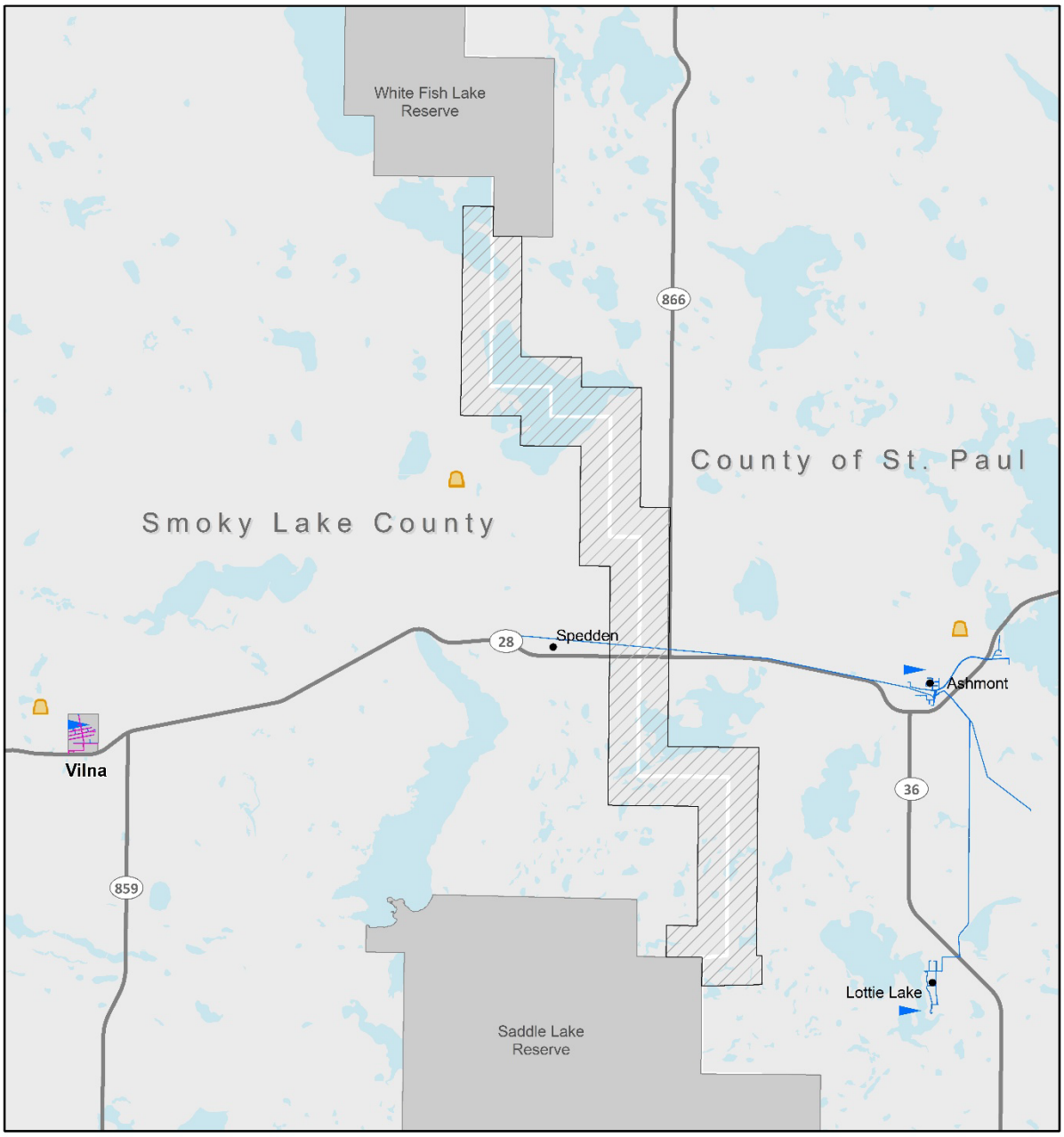
(2) Where changes to Plan authorized land uses are proposed, a collaborative approach to the planning and development of associated infrastructure shall be pursued.

(3) Where potential opportunities to connect to regional services are identified, joint planning should be pursued.

(4) A collaborative approach to the planning and protection of key utility corridors is required.

(5) Telecommunication towers shall be sited in accordance with federal regulations.

Map 6: Infrastructure



Legend

- Plan Area
- Gas Line
- Water Line
- Waste Water Line
- Landfill/Waste Disposal/Transfer Site
- Water Plant/Reservoir
- Arterial Roads
- Urban Municipalities, Reserves and Settlements
- Hamlet
- Municipal Boundary

0 1 2 4 6 8 Kilometers

1:150,000

* Not depicted on map due to unavailable data: Water line running through Smoky Lake County connecting to water line at Spedden.

3.7. Collaboration, Plan Administration, & Implementation

3.7.1. Objectives

(1) To provide a framework for ongoing collaboration between the municipalities and clear process for when disagreements arise.

3.7.2. Policies

3.7.2.1. Rural Intermunicipal Development Plan Committee

(1) A Rural Intermunicipal Development Plan Committee, a joint administrative committee for all six municipalities covering the eight IDPs, shall be created to coordinate all collaboration efforts including administrative plan review, infrastructure and planning coordination, and advocacy efforts.

(2) The Rural Intermunicipal Development Plan Committee shall meet a minimum of once a year, and as required if issues/opportunities arise.

(3) The Rural Intermunicipal Development Plan Committee membership will include one planning staff member from each municipality and other staff members as appropriate. The Terms of Reference for the Rural Intermunicipal Development Plan Committee will indicate that a flexible membership structure enabling responsiveness to new situations is encouraged.

(4) Municipal staff members are encouraged to informally discuss intermunicipal matters and consult with each other on an as-needed basis regardless of the Rural Intermunicipal Development Plan Committee agenda or schedule.

3.7.2.2. Referrals

(1) The IDP referral area is the same as the Plan Area and shall include all the lands within one quarter section (0.5 miles) from the shared boundary. Map 1 defines the Plan Area to which the policies within the IDP apply.

(2) Referrals shall occur for intermunicipal review of all statutory plans and amendments affecting the Plan Area (i.e., ASPs); non-statutory development plans (i.e., concept plan, or outline plan); land use bylaw amendments; discretionary development permit applications; and subdivision applications within the Plan Area.

(3) Excluded from referrals are accessory buildings, a secondary dwelling for agricultural purposes, minor home occupations and such other developments as the two municipalities may agree from time to time through a joint administrative protocol.

(4) All statutory plans and amendments affecting the Plan Area (i.e., ASPs); non-statutory development plans (i.e., concept plan, or outline plan); land use bylaw amendments; discretionary development permit applications; and subdivision applications within the Plan Area shall be referred to the other municipality prior to a public hearing or a decision being rendered. Referral response timelines are as follows:

a.	Statutory and Non-statutory plans	30 calendar days
b.	Land Use Bylaw Amendments	30 calendar days
c.	Significant Discretionary Use Development Permits	15 calendar days
d.	Subdivision Applications	20 calendar days

(5) In the spirit of collaboration and alignment of the IDP values, proactive communication is encouraged, and referral responses are expected to be provided to continue to build two-way discussions. In the event that no response is received by the referral timeline, lack of response will be deemed no objection.

(6) Comments from the responding municipality and received from a referral process will be taken into consideration prior to the decision being rendered.

(7) Supporting technical documents forming part of the development application will be available upon request as part of the referral process.

(8) Whenever possible, the municipalities are encouraged to share information as it becomes available about new or expanded confined feeding operations and energy projects within the Plan Area.

3.7.2.3. Plan Review and Amendment

(1) The IDP will be reviewed by the Rural Intermunicipal Development Plan Committee within 3 years of adoption, and will make recommendations to the formal IDP Review process that will occur within 4 years after adoption.

(2) Should the North Saskatchewan Regional Plan be adopted prior to the IDP review period, the municipalities agree to review any potential impacts and discuss amendments necessary for compliance.

(3) Either municipality may propose amendments to the IDP at any time, and third-party requests to amend the IDP will be considered.

(4) Should circumstances arise that result in the repeal of this IDP, both municipalities shall repeal the IDP, and replace with a new IDP as required under the Municipal Government Act, RSA 2000, as amended.

3.7.2.4. Dispute Resolution

(1) This IDP recognizes that there may be disagreements on the review of statutory and non-statutory plans and amendments, and land use bylaws and amendments within the Plan Area, and/or IDP interpretations, and provides a framework for the resolution of such disagreements (Figure 3: Dispute Resolution Framework). Key factors built into the Dispute Resolution Framework include a standard process with clear roles, communications, and timelines that result in a timely resolution.

(2) Once a disagreement is identified through a written notice, no further action shall be taken on the application or matter in dispute until resolution of the disagreement has been determined.

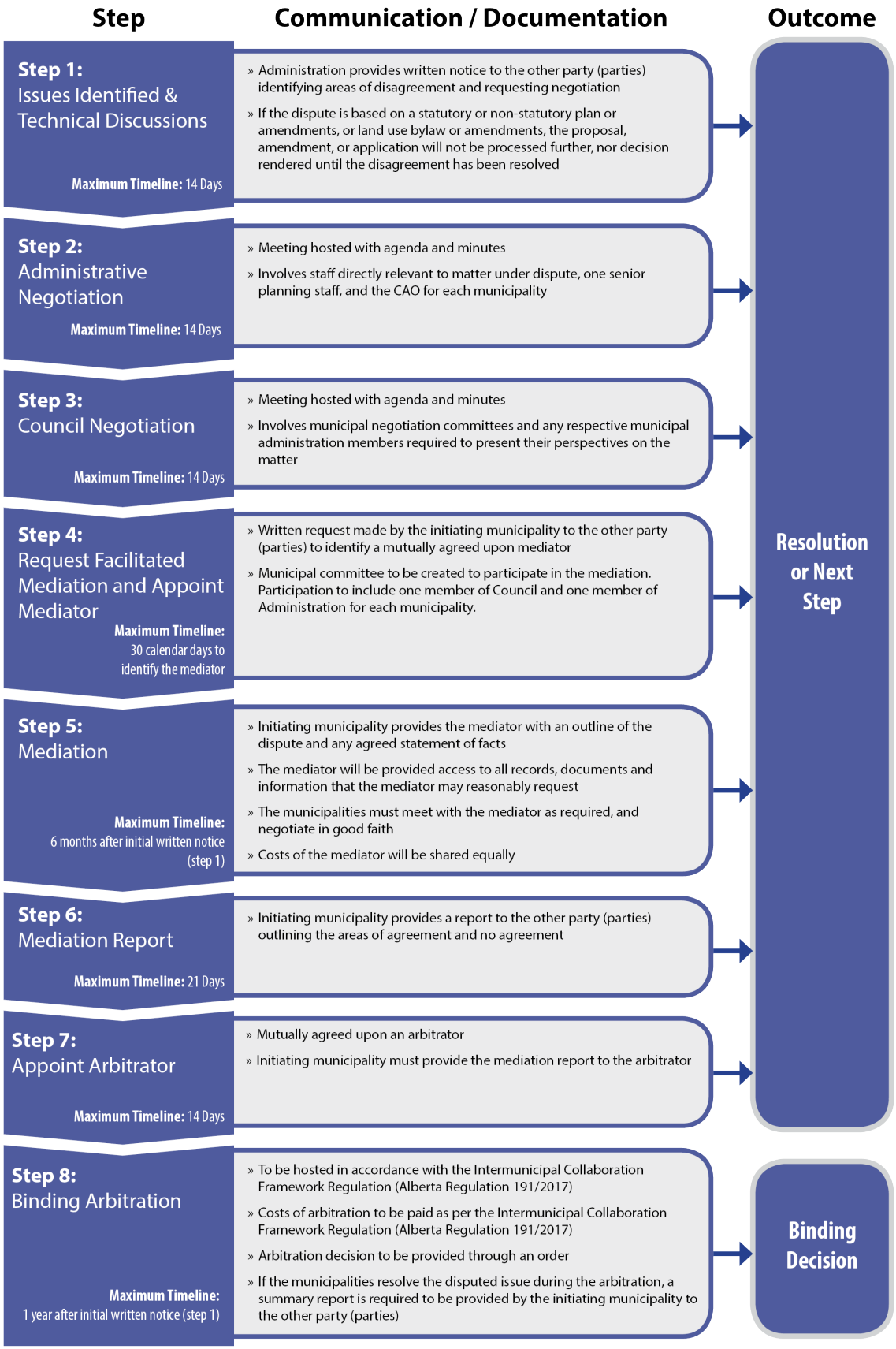


Figure 3: Dispute Resolution Framework

BYLAW NO. 1447-23

INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD BYLAW

BEING A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD FOR SMOKY LAKE COUNTY, THE TOWN OF SMOKY LAKE, THE VILLAGE OF WASKATENAU, AND THE VILLAGE OF VILNA

WHEREAS, section 627 of the *Municipal Government Act* authorizes a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board;

AND WHEREAS the Council of Smoky Lake County deems it necessary to establish an intermunicipal subdivision and development appeal board to hear subdivision and development appeals within the municipal boundaries of Smoky Lake County, the Town of Smoky Lake, the Village of Waskatenau, and the Village of Vilna;

NOW THEREFORE the Council of Smoky Lake County duly assembled enacts as follows:

TITLE:

1. This Bylaw may be cited as the "**Intermunicipal Subdivision and Development Appeal Board Bylaw".**

ESTABLISHMENT:

2. Smoky Lake County is authorized to enter into an agreement with the Village of Vilna, Village of Waskatenau, and Town of Smoky Lake, to establish an Intermunicipal Subdivision and Development Appeal Board (the "Board") and provide for the:

   (a) hearing of subdivision and development appeals within the boundaries of the municipalities;

   (b) function and duties of the Board; and

   (c) procedure and conduct of the Board and its members.

ELECTRONIC HEARINGS:

3. For the purposes of the Board, "Electronic Means" means participation using a virtual platform such as Zoom or other virtual platform approved by the Board, whereby the individual attending virtually can hear, can be clearly heard, and can be clearly seen when speaking.

4. The Board may hold hearings in-person, by Electronic Means or using a hybrid of in-person and Electronic Means, as determined by the Board.

5. If the Board is holding a hearing using Electronic Means or using a hybrid, the notice of hearing shall include information on how individuals who wish to participate by Electronic Means can access the hearing and make submissions.

6. If the Board is holding a hearing using Electronic Means or using a hybrid, the notice of hearing shall include information on where information publicly available for the hearing will be available.

GENERAL:

7. This Bylaw repeals and replaces Bylaw No. 1347-19.

8. This Bylaw comes into force when it has received third and final reading and has been duly signed.

READ a first time this 1st day of June, 2023.

READ a second time this 29th day of June, 2023.

READ a third and final time this 29th day of June, 2023.

Reeve
Lorne Halisky

SEAL

Interim Chief Administrative Officer
Lydia Celin

SMOKY LAKE COUNTY

Title: Lakeland Industry and Community Association (LICA) - Liaison Committee Terms of Reference		Policy No.: 11-01
Section: 62	Code: P-S	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	To establish the Lakeland Industry and Community Association (LICA) Liaison Committee, under Agricultural Services and allow for appointments to be made to the Committee at the County's Organizational Meeting.

Policy Statement and Guidelines:

1. STATEMENT:

1.1 The Lakeland Industry and Community Association (LICA) was formed in October 2000 as a not-for-profit association, registered under the Alberta Societies Act, in response to the expansion of oil and gas production in the Beaver River Watershed region.

Smoky Lake County is a paid member of LICA through a yearly membership and as such, there is an opportunity to sit on the LICA Board of Directors.

2. MEMBERSHIP:

2.1 Two Elected Officials shall be appointed at the County's Organizational meeting to the LICA Liaison Committee who will fulfill the duties of a member of the LICA Board of Directors:

2.1.1 one Elected Official shall be appointed as the member to the Board of Directors; and

2.1.2 another Elected Official shall be appointed as the as alternate member.

3. OBJECTIVE:

3.1 To provide representation of Smoky Lake County on the LICA Board of Directors.

4. MANDATE:

4.1. An appointed member shall:

4.1.1 attend all scheduled Board meetings and engage in discussion,

4.1.2 share ideas, proposals and issues with Council for discussion and bring feedback, solutions and/or County perspective back to the Board,

4.1.3 inform Council of events and activities of LICA, acting as a liaison between the Watershed Planning and Advisory Council (WPAC) for the Beaver River Watershed, one of eleven WPACs in Alberta, and an Airshed Zone monitoring the air quality throughout the LICA region.

	Date	Resolution Number
Adopted	December 14, 2022	# 183-22 - Page # 15434
Amended		
Amended		

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1417-22

A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BEING A BYLAW OF SMOKY LAKE COUNTY TO ESTABLISH AND GOVERN THE SMOKY LAKE COUNTY ASSESSMENT REVIEW BOARDS.

WHEREAS under and by virtue of Section 454 of the *Municipal Government Act, R.S.A., 2000* Chapter M-26 a council must establish a local assessment review board and a composite assessment review board to hear complaints referred to in section 460,

WHEREAS under and by virtue of Section 454 of the *Municipal Government Act,* a council must appoint at least three persons as members to each local assessment review board; and at least two persons as members to each composite assessment review board; and must appoint one member as a chairperson;

WHEREAS under and by virtue of Section 456 of the *Municipal Government Act,* a council must appoint a designated officer to act as the Clerk of the Assessment Review Boards having jurisdiction in the County of Smoky Lake;

NOW THEREFORE the Council of Smoky Lake County, in the Province of Alberta, hereby establishes a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB) as follows:

1. **NAME OF THIS BYLAW**

This Bylaw may be cited as the “Assessment Review Boards Bylaw”.

2. DEFINITIONS

2.1 **Act**: The Municipal Government Act, R.S.A. 2000, Chapter M-26 as amended from time to time.

2.2 **Assessment**: the value of property determined in accordance with the Act and the regulations made thereunder.

2.3 **Boards:** the Assessment Review Boards that may act as a Composite Assessment Review Board (CARB) or Local Assessment Review Board (LARB) to decide on any matter required or permitted to be heard under relevant legislation.

2.4 **Capital Region Assessment Services Commission (CRASC)**: The organization contracted to carry out all Assessment Review Board Duties.

2.5 **Complaint:** a complaint under section 460 of the Act.

2.6 **Chairperson:** the person appointed as the Chair under section 454.1 (2), 454.1(2) or 455(2) of the Act

2.7 **Composite Assessment Review Board:** a board established pursuant to section 454 of the Act to hear and make decisions on complaints for properties other than the property described in section 2.11 of this bylaw

2.9 **Council:** the Council of Smoky Lake County.

2.10 **County:** Smoky Lake County.

2.11 **Local Assessment Review Board:** a board established pursuant to section 454 of the Municipal Government Act to hear and make decisions on complaints about assessment notices for residential properties with 3 or fewer dwelling units, or farmland.

2.12 **Panelist:** an individual who is accredited by the Alberta Municipal Government Board to hear Assessment Complaints and who will be appointed to the Assessment Review Boards.

2.13 **Regulation:** Alberta Regulation 310/2009: Matters Relating to Assessment Complaints Regulation, as amended or replaced from time to time or any other regulation made under Part 11 of the Municipal Government Act.

3. PURPOSE OF THE BOARDS

The purpose and mandate of the Boards are:

3.1 To hear and make decisions respecting the Assessment Review Board Complaints filed.

3.2 To perform all duties and exercise responsibilities in accordance with the provisions of the Act and Regulation.

4. GENERAL

Council hereby establishes the following boards:

4.1 Local Assessment Review Board; and

4.2 Composite Assessment Review Board

5. DUTIES AND AUTHORITIES

5.1 The Assessment Review Boards shall carry out the duties and responsibilities as set out in the Municipal Government Act and its regulations.

6. APPOINTMENT OF BOARD MEMBERS, CHAIR, AND ASSESSMENT CLERK

6.1 Annually, upon the request and recommendation provided by the Capital Region Assessment Review Board; Council shall by resolution appoint:
a) the list of panellists as
b) the names of the Chair of the LARB and CARB; and
c) the Clerk

7. FEES AND EXPENSES

7.1 Compensation will be payable to the CRASC for contract fees, hearing fees, panellist fees, and clerk fees as per schedule ‘A” of the Participant Memorandum of Agreement approved by Council.

8. ASSESSMENT COMPLAINTS

8.1 Upon receipt of an assessment complaint, Smoky Lake County shall forward the completed Assessment Review Board Complaint form and all supporting documentation.

9. REPEAL AND EFFECTIVE DATE

9.1 Bylaw 1231-11 is hereby repealed.

10. SEVERABILITY

10.1 If any clause in this Bylaw is found to be invalid, it shall be severed from the remainder of the Bylaw and shall not invalidated the whole Bylaw.

This Bylaw comes into effect on the date of final passing.

READ a First Time this **26th** day of **May**, AD .

READ a Second Time this **26th** day of **May**, AD .

READ a Third and Final Time this **26th** day of **May**, AD ,

and finally passed by Council.

_____
Lorne Halisky
Reeve

S E A L

_____
Gene Sobolewski
Chief Administrative Officer

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1346-19

A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BEING A BYLAW OF SMOKY LAKE COUNTY TO ESTABLISH THE MUNICIPAL PLANNING COMMISSION FOR SMOKY LAKE COUNTY.

WHEREAS Section 626 of the *Municipal Government Act R.S.A. C m-26. 2000*, as amended, "the "Act") requires that a Municipal Council establish a Development Authority Bylaw.

WHEREAS the Municipal Planning Commission is authorized to make decisions on applications for development approval in accordance with administrative procedures, the North Saskatchewan Regional Plan, the Municipal Government Act, the Subdivision and Development Regulation, any statutory plan of the municipality, and the municipal land use bylaw;

WHEREAS the purpose of this bylaw is to establish the authority of the Municipal Planning Commission;

NOW THEREFORE the Council of Smoky Lake County, in the Province of Alberta, hereby enacts as follows:

1. NAME

1.1. This Bylaw will be known as the Smoky Lake County "Municipal Planning Commission Bylaw".

2. DEFINITIONS

The following words and phrases mean:

2.1. **"Act"** means the *Municipal Government Act,* RSA 2000, c-M-26 and successive Acts and amendments thereto.

2.2. **"Council"** means the Reeve and Councillors duly elected in the Smoky Lake County and who are eligible to continue to hold office.

2.3. **"Development Authority"** means person(s) established under Section 3 herein to perform the functions of a Development Authority under the Act.

2.4. **"Land Use Bylaw"** means the Land Use Bylaw of Smoky Lake County, pursuant to the Act.

2.5. **"Municipal Planning Commission"** means the Municipal Planning Commission of Smoky Lake County as established under this Bylaw.

2.6. **"Regulations"** means the Regulations passed pursuant to the Act.

2.7. For questions of clarity, definition, or interpretation, it is the intent of this Bylaw to refer to Smoky Lake County Procedural Bylaw 1303-17 or subsequent equivalent.

3. ESTABLISHMENT OF MUNICIPAL PLANNING COMMISSION

3.1. The commission known as the Municipal Planning Commission (MPC) of Smoky Lake County, herein called "The Commission" is hereby established.

3.2. The Commission shall be composed of five (5) members appointed by resolution of Council at its annual Organizational Meeting.

3.3. No person who is a Development Authority Officer, or a Member of the Subdivision and Development Appeal Board (SDAB) shall be appointed to act as a Member of the Commission.

3.4. The Commission shall elect a Chairperson and Vice-Chairperson from its members at the Commission's first meeting following the annual Organizational Meeting.

3.5. Any vacancy caused by the death, retirement, or resignation of a member may be

filled by a resolution of Council as required from time to time.

3.6. The Commission shall not be disbanded, nor a member of it discharged without cause.

3.7. Three (3) members of the Commission shall constitute a quorum for the making of all decisions and for doing any action required or permitted to be done by the Chairperson.

3.8. In the absence of both the Chairperson and Vice-Chairperson from a meeting of the Commission, an Interim-Chairperson shall be elected from amongst the members present to fulfil the duties of the Chairperson for the duration of that meeting.

3.9. A Member of the Commission who is for any reason unable to attend the whole meeting on an application shall not participate in the deliberations or decision of the Commission upon that application.

3.10. The decision of the majority of members present shall be deemed to be the decision of the whole Commission.

3.11. The Commission shall hold such meetings as are necessary to fulfill the Commission's responsibilities.

3.12. The Commission shall prepare and maintain a file of written minutes of the business transacted at all meetings of the Commission.

3.13. The Commission may make rules as are necessary for the conduct of its meetings and its business that are consistent with this Bylaw and the Act.

4. PROCEDURE

4.1. The Commission may:

4.1.1. Advise and assist Council in regard to the planning of orderly and economical development within the municipality and shall seek to ensure that any proposed development is in accordance with the purpose, scope, or intent of the Land Use Bylaw, and any other relevant planning documents.

4.1.2. Advise the subdivision approving authority that has jurisdiction within the municipality with respect to a proposed subdivision or outline plan within or near the boundaries of the municipality.

4.2. The Commission is hereby authorized and assigned by the Council to act as the Development Authority and to receive, consider, and decide on applications for Development Permits in the manner prescribed by the Land Use Bylaw and the Act.

4.3. The Commission may issue an Order, Development Permit, decision, approval, refusal, or issue a Notice, with or without conditions.

4.4. The Development Authority Officer shall serve to support the functions of the Commission, and shall:

4.4.1. not have a vote;

4.4.2. notify all members of meetings of the Municipal Planning Commission;

4.4.3. notify the public pursuant to the notification procedure of the Land Use Bylaw and the Act;

4.4.4. ensure that a file of written minutes of the business transacted at all meetings of the Commission is prepared and maintained;

4.4.5. ensure record decisions of the Commission and issue the decision, order, or permit forthwith to all parties affected in accordance with the Act;

4.4.6. be authorized to sign on behalf of the Commission any order, decision, approval, notice or other thing made, given or issued by the Commission;

4.4.7. keep record of the names and addresses of those making representations at the meeting;

4.4.8. undertake other duties as the Commission may require in the conduct of its business.

4.5. In the event of a tie vote, any motion of the Commission shall be deemed defeated.

5. SEVERABILITY

5.1. It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw is deemed valid and enforceable.

6. REPEAL AND EFFECTIVE DATE

6.1. Bylaw 583 shall be repealed upon the passing of this Bylaw.

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

READ A **FIRST TIME** IN COUNCIL THIS **23rd** day of **May, 2019.**

READ A **SECOND TIME** IN COUNCIL THIS **23rd** day of **May, 2019.**

READ A **THIRD AND FINAL TIME** IN COUNCIL THIS **23rd** day of **May, 2019.**

_____
Craig Lukinuk, Reeve

S E A L

_____
Cory Ollikka,
Chief Administrative Officer

SMOKY LAKE COUNTY

Title: North East Muni-Corr Ltd. Committee: Terms of Reference		Policy No.: 19-01
Section: 03	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	North East Muni-Corr Committee is listed under the **Transportation Services.** North East Muni-Corr is a Part Nine Corporation under the Companies Act of Alberta incorporated in the Year 1999 by 10 municipalities within the regions of County of St. Paul, Smoky Lake County and the Municipal District of Bonnyville with representatives from Smoky Lake County, Town of Smoky Lake, Village of Vilna, County of St. Paul, Town of St. Paul, Village of Glendon, Town of Elk Point, M.D. of Bonnyville, Town of Bonnyville, and City of Cold Lake. Appointment held annually at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council.

1.2 One member as alternate.

2. MANDATE:

2.1 The Corporation is a not-for-profit entity that owns and manages the operations of the abandoned CN Railway Right-of-Way line entitled the "Alberta Iron Horse Trail" and the adjacent land within the three County regions under joint care and control.

2.2 To promote tourism of a recreational corridor and ensure the trail is safe and passable.

	Date	Resolution Number
Approved	October 21, 2010	# 965-10 - Page # 9484
Amended		
Amended		

SMOKY LAKE COUNTY

Title: North Saskatchewan Watershed Alliance (NSWA) - Liaison Committee Terms of Reference		Policy No.: 05-01
Section: 04	Code: P-S	Page No.: 1 of 2

Legislation Reference:	Alberta Provincial Statutes

Purpose:	To establish the North Saskatchewan Watershed Alliance (NSWA) - Liaison Committee Terms of Reference under Environmental Health Services, and allow for appointments to be made to the Committee at the County's Organizational Meeting.

Policy Statement and Guidelines:

1. STATEMENT:

1.1 The NSWA is a non-profit society that is provided strategic direction and guidance by an elected 20-member Board of Directors which reflect the range of stakeholders within the watershed.

1.2 Under the provincial Water for Life Strategy the North Saskatchewan Watershed Alliance became one of 11 Watershed Planning and Advisory Councils (WPAC) in Alberta in 2005.

1.3 NSWA fosters collaboration at the watershed level, create opportunities for stakeholders to come together, share resources and explore innovative solutions to watershed challenges. Its role is reflected in its our key strategic goals which state the NSWA:

- Supports Collaborative Watershed Planning
- Provides Leadership in Watershed Management
- Promotes Watershed Knowledge Sharing

1.4 The day-to-day operations of the NSWA Society are run by the Executive Director and staff.

1.4.1 **Vision**: People working together for a healthy and functioning North Saskatchewan River watershed – today and tomorrow.

1.4.2 **Mission**: To protect and improve water quality, water quantity (instream flow) and the health of our watershed by: seeking, developing and sharing knowledge; facilitating partnerships and collaborative planning; and working in an adaptive management process.

1.4.3 **Purpose**:

- To educate and increase the public's understanding of watershed protection and its importance by developing and providing programs on the improvement of water quality, water quantity, and the health of the North Saskatchewan Watershed.
- To conduct research relating to the protection of the North Saskatchewan Watershed and to share results of the research

Title: North Saskatchewan Watershed Alliance (NSWA) - Liaison Committee Terms of Reference		Policy No.: 05-01
Section: 04	Code: P-S	Page No.: 2 of 2

Policy Statement and Guidelines:

2. MEMBERSHIP:

2.1 Smoky Lake County is a paid Municipal Member of the NSWA, through a yearly membership fee that varies based on a per capita.

2.1.1 NSWA public events are typically free to attend.

2.1.2 From time to time, opportunities may also arise for an Elected Official to sit on the NSWA Board of Directors for a three-year term, by being further elected at the NSWA's Annual General Meeting in about June each year.

2.2 Two Elected Officials, shall be appointed at the County's Organizational meeting to the North Saskatchewan Watershed Alliance (NSWA) Liaison Committee who will fulfill the duties of a member of the NSWA:

2.2.1 one Elected Official shall be appointed as the member; and

2.2.2 another Elected Official shall be appointed as the as alternate member.

3. OBJECTIVE:

3.1 To provide representation of Smoky Lake County on the North Saskatchewan Watershed Alliance.

4. MANDATE:

4.1 An appointed member shall:

4.1.1 comply with all NSWA bylaws and policies,

4.1.2 attend the Annual General Meeting an all and other scheduled meetings, and engage in discussion,

4.1.3 share ideas, proposals, and issues with Council for discussion and bring feedback, solutions and/or County perspective back to the NSWA,

4.1.4 inform Council of any events, opportunities, etc., including the implementation of:

4.1.4.1 the NSWA Strategic Plan;

4.1.4.2 the Integrated Watershed Management Plan.

	Date	Resolution Number
Approved	January 26, 2023	# 303-23 - Page # 15477
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Alberta HUB: Terms of Reference		Policy No.: 05-01
Section: 61	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Alberta HUB is a Committee established by County Council under the **Planning, Development & Sub-Division Control Services.** An annual membership fee per capita is paid. Appointment held annually at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council.

1.2 One member as alternate.

2. MANDATE:

2.1 Northeast Alberta Information HUB Ltd. is a regional economic development of 34 communities.

2.2 HUB's mission statement is "to promote and facilitate economic development that supports business and enhances the quality of life and environment within its member communities".

2.3 The partnership of communities is strategically planning and implementing initiatives to make Northeast Alberta a region where "opportunity truly comes to life".

	Date	Resolution Number
Approved	October 21, 2010	# 974-10 - Page # 9489
Amended		
Amended		

SMOKY LAKE COUNTY

Title: Northern Lights Library System: Terms of Reference		Policy No.: 04-01
Section: 07	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Northern Lights Library System is listed under **Recreation and Cultural Services.** Northern Lights Library System is an external board. Smoky Lake County is a member and entered into an agreement by Bylaw in 1993. An annual per capita fee is paid to Northern Lights Library System. Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council as board representative for a three-year term.

1.2 One member as alternate for a three-year term.

2. MANDATE:

2.1 Enhance library services through membership in the Alberta Library which is a consortium of all Alberta Public and Academic Libraries.

2.2 Provides services such as bulk purchasing, resource sharing, technical support, programming and reference services.

2.3 One main feature is the TRACPAC catalogue which provides patrons the opportunity to access books from across the province via internet.

2.4 Foster communication by networking with local libraries in the region.

	Date	Resolution Number
Approved	October 21, 2010	# 980-10 - Page # 9492
Amended		
Amended		

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1450-23

A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA TO PROVIDE FOR **ESTABLISHING A PHYSICIANS AND HEALTH CARE PROFESSIONALS COMMITTEE FOR ATTRACTION AND RETENTION OF PHYSICIANS, VETERINARIANS, NURSES, DENTISTS, PHARMACISTS, PHYSIOTHERAPISTS AND OTHER HEALTH CARE PROFESSIONALS IN THE REGION.**

****

WHEREAS, under the authority of the Municipal Government Act RSA 2000, Chapter M-26, as amended from time to time, authorizes the Council to pass, repeal, or amend any bylaw;

WHEREAS, under the provisions of the Municipal Government Act RSA 2000, Chapter M-26, and any amendments thereto, Section 7 general jurisdiction to pass bylaws for municipal purposes respecting the following matters (a) safety, health and welfare of people and the protection of people and property;

WHEREAS, under the provisions of the Municipal Government Act RSA 2000, Chapter M-26, and any amendments thereto, Section 145 (a) Council may pass bylaws in relation to (a) the establishment and functions of Council committees and (b) the procedure and conduct of Council committees and the conduct of members of Council committees established by the Council;

WHEREAS, under the provisions of the Municipal Government Act RSA 2000, Chapter M-26, and any amendments thereto, Section 146 (a) Council committee may consist (b) of a combination of Councillors and other persons;

WHEREAS, it is deemed desirable to have health care options available in the Smoky Lake Region;

WHEREAS, Council deemed it in the best interest of the municipality to form a committee to promote the retention and attraction of the Physicians and Health Care Professionals;

WHEREAS, the Council of the Smoky Lake County deems it advisable to jointly collaborate with the Town of Smoky Lake, Village of Waskatenau, and Village of Vilna for the establishment and implementation of a Joint Physician and Health Care Professional Committee;

NOW THEREFORE, the Council of Smoky Lake County, in the Province of Alberta, duly assembled, enacts as follows:

SECTION 1: TITLE

1.1 This Bylaw may be cited as the "**Physicians and Health Care Professionals Committee" Bylaw.**

SECTION 2: DEFINITIONS

2.1 **"Act"** means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, and any amendments thereto;

2.2 **"Administration"** means the administrative and operational arm of the Municipality, comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the CAO;

2.3 **"CAO"** means the Chief Administrative Officer of the Municipality, or their delegate;

2.4 **"Closed Session"** means in-camera private meeting. It involves a confidential meeting, or a portion of a meeting, taking place with only Councillors, the CAO, or any other person invited by Council, present;

2.5 **"Council"** means the Municipal Council of the four partner municipalities;

2.6 **"Committee Member"** means a non-elected person appointed by Council to a Council Board, Commission or Committee of Council;

2.7 **"Councillor"** is any member of Council duly elected pursuant to the Local Authorities Election Act, RSA 2000, Chapter L-21and any amendments thereto;

2.8 **"FOIP"** means the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, any associated regulations, and any amendments or successor legislation;

2.9 **"Health Care Professional"** includes those providing professional health services, including, but not limited to, Physicians Veterinarians, Nurses, Dentists, Pharmacists, Physiotherapists, etc.;

2.10 **"Member"** means a Member of Council duly elected who continues of hold office, pursuant to the provisions of the Local Authorities Act, or a Member of a Committee duly appointed by Council, under the Municipal Government Act, to that Committee;

2.11 **"Physician"** means person who is legally qualified to practice medicine; doctor of medicine;

SECTION 3: MANDATE

3.1 To act plan and implement an integrated approach to retain and attract Physicians, Veterinarians, Nurses, Dentists, Pharmacists, Physiotherapists and other Health Care Professionals to the Smoky Lake Region.

3.2 To act as an Advisory Committee to work with health care professionals to address physician retention and attraction, as well as other health professional services needs in the Smoky Lake Region.

3.3 To liaise with Health Care Professionals for strategic advice and expertise among the community stakeholders related to matters of retention and Attraction of Physicians, Veterinarians, Nurses, Dentists, Pharmacists, Physiotherapists and other Health Care Professionals to ensure ongoing health care services for the community.

3.4 To advocate the Provincial Government and Regional Health Authority to take more responsibility for the retention and attraction of Physicians, Veterinarians, Nurses, Dentists, Pharmacists, Physiotherapists and other Health Care Professionals in small rural areas.

SECTION 4: MEMBERSHIP

4.1 Mayors/Reeves or designates from the following (Voting) municipalities:

- Town of Smoky Lake
- Smoky Lake County
- Village of Waskatenau
- Village of Vilna

4.2 Designates appointed by a municipality in lieu of the Mayor/Reeve shall be appointed annually by the municipality.

4.3 Administration: Town of Smoky Lake will be the leading municipality of the Committee. (Non-Voting)

SECTION 5: DUTIES AND RESPONSIBILITIES

5.1 Make recommendations to Council on various issues related to health services.

5.2 Initiate and/or receive submissions or delegations and/or make submissions or delegations regarding health services and advise Councils.

5.3 Consult with the public, Minister of Health and other professionals regarding attraction and retention activities and related matters.

5.4 Educate the public with regards to the mandate of the committee.

5.5 Participate with local health professionals in planning, program development and implementation of initiatives as deemed appropriate by the Committee.

SECTION 6: BUDGET

6.1 The Committee shall approve, on an annual basis, an operational budget, upon resolution of the Council of the participating municipalities.

6.2 The Town of Smoky Lake shall maintain the Physicians and Health Care Professional's Committee bank accounts on behalf of the Committee.

6.3 Each respective municipality, as members of the Physicians and Health Care Professional Committee, will jointly contribute, on an annual basis, towards the cost and funding in pursuit of retaining and recruiting additional health care professionals in the area, when necessary.

SECTION 7: RESOURCES

7.1 Physicians and Health Care Professionals (Non-voting)
7.2 Lakeland Community Health Advisory Council (Non-voting)
7.3 Smoky Lake Foundation: Chairperson (Non-voting)
7.4 Lakeland Primary Care Network (PCN) CEO or designate (Non-voting)
7.5 Alberta Health Services (AHS) Representative (Non-voting)
7.6 Rural Health Professions Action Plan (RhPAP) representative. (Non-voting)
7.7 Municipal CAOs or designate from each municipality (Non-voting)
7.8 Other Resources, as needed.

SECTION 8: EXECUTIVE

8.1 Chairperson and Vice-Chairperson to be appointed by the membership, through consensus, on an annual basis.

SECTION 9: MEETINGS

9.1 A minimum of four (4) times a year, at the call of the Chairperson.

9.2 An agenda will be distributed 72 hours prior to each meeting.

9.3 Meetings of the committee will generally be held in public, unless FOIP Legislation dictates otherwise.

9.4 A simple majority of regular members of the Committee will constitute quorum.

9.5 Minutes of each Committee Meeting will be circulated within two weeks following the meeting and will be made public following adoption at a subsequent meeting.

SECTION 10: COMMUNICATION

10.1 The chair will act as spokesperson for the committee.

SECTION 11: EFFECTIVE DATE OF BYLAW

11.1 This Bylaw shall take effect on the day of the Third and Final Reading.

READ FIRST TIME THIS 23rd DAY OF August , 2023.

READ A SECOND TIME THIS 23rd DAY OF August , 2023.

READ A THIRD TIME AND FINAL PASSED THIS 23rd DAY OF August , 2023.

_____
REEVE

S E A L

_____
CHIEF ADMINISTRATIVE OFFICER

SMOKY LAKE COUNTY

Title: RCMP Liaison Committee: Terms of Reference	Policy No.: 14-01
Section: 02	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	RCMP Liaison Committee is a Committee established by County Council under **Protective Services.** Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 One member of Council.

1.2 One member as alternate.

2. MANDATE:

2.1 Discuss local policing issues and provide recommendations for preventative planning, programs, and partnerships.

	Date	Resolution Number
Approved	October 21, 2010	# 963-10 - Page # 9483
Amended		
Amended		

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1399-21

Being a Bylaw of Smoky Lake County in the Province of Alberta, to authorize the Municipal Council to enter into a **JOINT AGREEMENT** to establish the provision of a **Regional Community Development Committee (RCDC),** for the purpose of promoting the development of a diversified economic base in the Smoky Lake Region.

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WHEREAS the Municipal Government Act, S.A. 2000, c. M-26 as amended ("the Act") provides that a Municipal Council may pass such bylaws to enter into an agreement as to the joint control and management of anything that concerns respective municipalities; and

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Joint Agreement with the Town of Smoky Lake, and Village of Vilna to promote the development of a diversified economic base in the Smoky Lake Region, all pursuant to the laws of the Province of Alberta, and operate such undertaking as per ***"Schedule A"*** included in this Bylaw.

NOW THEREFORE, the Council of Smoky Lake County duly assembled, in consideration of the mutual covenants contained herein, agrees to a **Joint Agreement** of a **Regional Community Development Committee (RCDC),** as jointly executed, by the municipalities of Smoky Lake County, Town of Smoky Lake, and Village of Vilna.

REPEAL

Smoky Lake County Bylaw No. 1379-20 known as the "Joint Agreement for Regional Community Development Committee (RCDC)" shall be repealed upon the passing of this Bylaw

EFFECTIVE DATE

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

READ A **FIRST TIME** IN COUNCIL THIS **24** day of **June ,** AD **2021.**

READ A **SECOND TIME** IN COUNCIL THIS **24** day of **June** , AD **2021**.

READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 24** day of **June** , AD **2021.**

[redacted]
Reeve

[redacted] SEAL

Chief Administrative Officer

Schedule "A"

Joint Agreement for Regional Community Development Committee (RCDC)

B E T W E E N:

SMOKY LAKE COUNTY - BYLAW N0. 1399-21
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE - BYLAW N0. 000-21
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as the "Town")

OF THE SECOND PART

AND

VILLAGE OF VILNA - BYLAW N0. 000-21
a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0
(hereinafter referred to as the "Village")

OF THE THIRD PART

****

WHEREAS, the Council of Smoky Lake County wishes to enter into a Joint Agreement with the Town of Smoky Lake, and Village of Vilna to establish the provision of a **Regional Community Development Committee (RCDC).**

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, and intending to be legally bound hereby, the parties agree as follows in accordance to the provisions of the Terms of Reference outlined:

TERMS OF REFERENCE

1. VISION: Toward 2020: A Suggested Vision for Economic and Community Development in Smoky Lake Region

Smoky Lake Region has a growing and diversified economy – together with an attractive business climate that supports entrepreneurship, business retention and growth, and new business attraction.

Smoky Lake Region is a sustainable community of communities, with a strong commitment to environmentally-sound economic development and long-term fiscal sustainability. This enables regional municipalities to maintain the quality services, programs and infrastructure that residents have come to expect.

The quality of life that Smoky Lake Region offers its citizens is ultimately what makes the region a recognized community of choice for residents, businesses and new investment.

2. PURPOSE OF COMMITTEE

2.1 One of the Committee's key roles and responsibilities is to recommend an annual **Economic and Community Development Strategic Plan** to the three member Councils (Smoky Lake County, Town of Smoky Lake, and Village of Vilna) and, upon approval, to monitor and assist in the implementation and execution of that plan.

2.2 Whether a multi-year or annual update to the Economic and Community development Strategic Plan, the Committee is responsible for overseeing its development and for bringing the plan forward for the approval of the three member Councils.

2.3 The Economic and Community Development Strategic Plan to be recommended for Council approval should include, but not be limited to:

2.3.1 A review of the performance measures and targets established in the previous plan. What was actually achieved in delivering on the key economic and community development goals and objectives?

2.3.2 An assessment of the region's / individual municipalities' current economic situation and overall business climate. How competitive is the business and investment climate relative to other comparable or competitor regions/municipalities?

2.3.3 Recommended actions to ensure the region / municipalities are proactive in responding to emerging economic challenges.

2.3.4 Recommended actions that ensure the region / municipalities are well-positioned to take full advantage of new and emerging business development opportunities.

2.3.5 Specific action items which further promote and enhance business retention, growth and new business attraction.

2.3.6 An outline of the updated plan's specific goals/objectives and related performance measures and targets.

2.3.7 A proposed action plan responding to specific issues the three member Councils have asked be reviewed and explored in more detail. This may also involve stakeholder or even broader public consultations, but this will likely depend on the specific issue(s) the Committee has been asked to address.

3. FUNCTIONAL RESPONSIBILITIES OF COMMITTEE

3.1 Provides broad-based community leadership, experience and expertise in helping build and effectively implement the region's Economic and Community Development Strategic Plan.

3.2 Facilitates an informed multi-stakeholder discussion of the region's /municipalities' key economic strengths, challenges and opportunities – and the future direction and vision for economic and community development.

3.3 Oversees and is responsible (accountable) for recommending an Economic and Community Development Strategic Plan, or an annual update to the plan, to the three member Councils.

3.4 Monitors, assists and helps guide in the implementation and execution of the plan.

3.5 Identifies specific goals / objectives, corresponding performance measures and targets, and makes recommendations for fine-tuning the Economic and Community Development Strategic Plan, as required.

3.6 Responds to specific requests by the three Councils to review, further consider, advise and/or undertake consultations around a particular economic and/or community development issue.

3.7 Promotes and advances sustainable economic and community development.

3.8 Visibly conveys the ongoing importance of partnerships and alliances in achieving the region's/municipalities' key economic development goals and objectives.

3.9 Consults with and maintains ongoing and regular contact with regional business, volunteer and community leaders and other stakeholders to ensure that the full range of views and perspectives are considered in the various economic, business and community development initiatives and strategies being discussed.

3.10 Engage at Joint Municipalities Meetings, when necessary, to consult for further consideration on any specific or additional tasks or work that the Committee undertakes when the committee is facing time constraints.

The Regional Community Development Committee (RCDC) initiative is intended to reflect the diversity of interests and wide range of business-, community- and volunteer-related experience and expertise available within the region. This is the primary reason for the strong, ongoing commitment of RCDC to community engagement and seeking out the views and perspectives of all regional stakeholders on the various issues being discussed.

RCDC is intended to serve as both a strategic advisory committee to the three member municipalities and as a senior-level, multi-stakeholder oversight committee.

This governance model may be somewhat new to Alberta, but it does reflect a growing sense that partnerships, alliances and the active participation of all stakeholders is essential. It is a reflection that this is not just the three member municipalities' economic and community development strategy; it is ultimately a community-wide, community-developed strategy.

4. REGIONAL COMMUNITY DEVELOPMENT COMMITTEE (RCDC): A DUAL MANDATE

MANDATE 1: Strategic Advisory Committee
► **Recommends Economic and Community Development Strategic Plan**
► **Advises Municipalities on Economic and Community Development Issues**
MANDATE 2: Multi-Stakeholder Oversight Committee
► **Monitors and Advises on Plan Implementation / Execution**
► **Reports on Goals / Objectives and Related Performance Measures**

5. MEMBERSHIP

5.1 The Regional Community Development Committee (RCDC) shall be comprised of eight (8) members: five elected members appointed by a resolution of each respective Council and three public-at-large members appointed by a resolution by the respective municipality.

The membership shall include:

- Two (2) members from Smoky Lake County (serving throughout their term);
- Two (2) members from the Town of Smoky Lake (serving throughout their term);
- One (1) member from the Village of Vilna (serving throughout their term);
- Two (2) public-at-large members from Smoky Lake County (serving a two-year term);
- One (1) public-at-large member from Town of Smoky Lake (serving a two-year term).

* Public-at-large means a Canadian Citizen who has resided in the region for six (6) consecutive months immediately preceding the date of advertising for receipt of application and is, at least eighteen (18) years of age.

5.2 Each respective Council shall ensure that an Alternate elected member to the Regional Community Development Committee is in place.

5.3 Each respective municipality shall recruit and conduct a Public-at-Large Membership and establish a Recruitment Process and Selection Criteria, prior to October, as per the term of office, to appoint the Public-at-large member that must be a resident within that respective municipality.

Terms and Conditions:

5.3.1 The three (3) at-large members will be appointed to a two (2) year term, with the term to expire at the October annual organizational meeting, however, such person may re-apply after an absence of one (1) year and are eligible to be re-appointed for another term, as long as their continuous service on the committee will not exceed eight (8) years. Appointments shall be confirmed annually by the respective municipality.

5.3.2 An Oath of Office and Confidentiality Agreement must be signed when selected, in accordance with **Schedule "B": Oath of Office and Confidentiality Agreement**, upon appointment by the respective municipality.

5.3.3 At-large members will be reimbursed at the current per diem rate and expenses for mileage of the respective municipality they are representing in accordance with **Schedule "C": Invoice Statement**, upon appointment by the respective municipality for attending Committee Meetings.

5.3.4 Any at-large member who is absent from three consecutive meetings will be automatically removed from the Committee, unless the absence was previously authorized by the Committee. The respective municipality, upon recommendations from the Regional Community Development Committee's (RCDC), declare the position vacant and appoint a member to fill the vacancy for the remainder of the term.

5.3.5 Where there is a potential conflict of interest, the *Municipal Government Act* should prevail.

5.3.6 Code of Conduct, members are subject to the respective municipality's statement intended to govern the conduct of the Committee.

5.3.7 If an at-large member resigns at any time prior to the end of their term, the member must provide the Committee 30-day written notice in advance of the resignation. The Committee shall request a replacement member from the respective municipality. A new member will be appointed by the respective municipality to fill the remainder of that term and member will have to re-submit name for the new-term prior to the Organizational Meeting.

5.3.8 Where a vacancy occurs – six months prior of the member's term expiring, the Regional Community Development Committee (RCDC) shall exercise its discretion on whether to appoint a successor to fill the vacancy, and forward recommendation to the respective municipality for approval.

5.4 The three member municipalities' Chief Administrative Officers and the regional Community Economic Development Officer (CEDO) are both deemed to be non-voting participants in Committee meetings.

6. GOVERNANCE AND PROCEDURES

6.1 Annually, during the month of November, the Committee shall hold a meeting at which time a Chair and Vice-Chair shall be elected from its membership for the ensuring year.

6.2 The Chair and Vice-Chair, with the approval of the Committee, shall establish (or reconfirm) the operating ground rules for Committee meetings and ensure that these are in accordance with generally-accepted standards and practices.

6.3 Regular meetings are to be held monthly, on a date and time agreed to by the Committee, and at other such times as the Committee determines necessary.

6.4 Special meetings of the Committee may be called by the Chair or Vice-Chair provided that not less than two (2) full business days notice is given to each member of the committee.

6.5 No regular or special meeting of the Committee shall be convened unless the Chair or Vice-Chair is present.

6.6 If the committee determines that it wishes to pursue an executive session (in-camera) discussion, in shall be in accordance to the *Municipal Government Act.*

6.7 A quorum for regular and special meetings of the Committee shall be not less than five (5) members.

6.8 All members shall have equal voting privileges on issues / items where a vote is called, with a simple majority (with quorum) deciding any vote.

7. ROLES OF MUNICIPAL ADMINISTRATION

More specifically, the **CEDO** shall:

7.1 Assist the Committee in carrying out its primary purpose, role and responsibilities related to economic and community development and the promotion and advancement of economic development within the region/individual municipalities.

7.2 Refer economic development matters to the Committee for its information, review, consideration and/or recommendations.

7.3 Assist the Committee in responding to specific issues that the three member Councils has requested be reviewed or considered in more detail.

7.4 Prepare agendas, maintain minutes, records, and action lists; as well as correspondence related to the Committee's ongoing activities.

7.5 Prepare, oversee and advise the Committee on its operating budget – which must also be approved by the three member Councils.

7.6 Assist the Committee in preparing an annual year-end report to the three member Councils on the various initiatives and activities it has undertaken.

More specifically, the **CAO's** shall:

7.7 Be the liaison with the CEDO for arising issues.

7.8 Present interim budgetary updates as requested, or required, by the Committee.

More specifically, the **Managing Partner** shall:

7.9 Be Smoky Lake County, as the Managing Partner of the RCDC.

7.10 Monitor financial resources including Grant funds.

7.11 Monitor and manage any employment contracts with CEDO or other support staff.

7.12 Provide office space and additional resources as deemed necessary.

8. FUNDING FORMULA

8.1 **Percentage Funding Formula** as negotiated collectively by each respective municipality as:

Smoky Lake County:	**67%**
Town of Smoky Lake:	**27%**
Village of Vilna:	**6%**

8.2 Finances shall be administered by Smoky Lake County, as the Managing Partner of the Regional Economic Development Committee.

8.3 Budgets shall be prepared annually by the Committee and presented to each respective Council for approval.

8.4 Any per diems and/or expenses for Committee members shall be paid by the Committee members' respective municipality, unless specifically provided for in the Regional Community Development Committee (RCDC) Budget.

8.5 Any per diems and/or expenses for Public-at-Large appointed Committee members shall be paid by the Committee members' respective municipality, unless specifically provided for in the Regional Community Development Committee (RCDC) Budget.

9. REPEAL

9.1 Smoky Lake County **Bylaw No. 1379-20** known as the "Regional Community Development Committee- Joint Agreement" shall be repealed upon the passing of this Bylaw.

IN WITNESS WHEREOF the parties hereto execute this Agreement and affixed their corporate seals of its proper signing officers duly authorized:

SMOKY LAKE COUNTY

DATE: June 24, 2021

[redacted]
Reeve, Smoky Lake County

[redacted]
Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: June 29, 2021

[redacted]
Mayor, Town of Smoky Lake

[redacted]
Chief Administrative Officer
Town of Smoky Lake

VILLAGE OF VILNA

DATE: JULY 05, 2021

[redacted]
Mayor, Village of Vilna

[redacted]
Chief Administrative Officer
Village of Vilna

Schedule "B"

Regional Community Development Committee (RCDC)

OATH OF OFFICE AND CONFIDENTIALITY AGREEMENT

As a **Public-at-Large Committee Member** of the Regional Community Development Committee (RCDC), on behalf of _____:
Municipality

I, _____UNDERSTAND AND AGREE
(Please Print Name)

THAT THE FOLLOWING CONDITIONS SHALL APPLY TO MY POSITION:

1. Exercise the powers of my office and fulfill my responsibilities, at all times, in good faith, with due diligence, care and skill in a reasonable and prudent manner; and in the best interests of the Regional Community Development Committee (RCDC).

2. Respect and support the Committee's and municipality's bylaws, policies, Code of Conduct, and decisions of the Committee and membership.

3. Any information recorded or not, received or acquired in connection with my duties is considered confidential. Confidential information includes all records which in any way would divulge information in regards to any community member or his/her family; and any other matters specifically determined by committee to be matters of confidence including matters dealt with during executive session (in-camera) meetings of the Committee.

4. I shall act in a professional manner in the performance of my duties as a Committee member of the Regional Community Development Committee (RCDC),

5. Immediately declare any personal conflict of interest that may come to my attention.

6. Immediately resign my position as Committee member of the Regional Community Development Committee in the event that I, or my colleagues on the Committee, have concluded that I have breached my Oath of Office.

7. I, as a Committee member am bound to maintain, in strict confidence, the Regional Community Development Committee's (RCDC) business, even after my appointment as member ceases.

Signed this _____day of _____ 20___.

_____ _____
Committee Member Name Committee Member Signature

_____ _____
Witness Name Witness Signature

Schedule "C"

Regional Community Development Committee (RCDC)

MEMBER-AT-LARGE: INVOICE STATEMENT

As a Public-at-Large Committee Member of the Regional Community Development Committee (RCDC), on behalf of _____:
Municipality

I, _____ SUBMIT INVOICE STATEMENT
(Please Print Name)

IN ACCORDANCE TO: Bylaw Section 5.3.3 At-large members will be reimbursed at the current per diem rate and expenses for mileage

Regional Community Development Committee (RCDC) Invoice				
Date	**Meeting Date**	**Mileage KM's**	**Rate**	**Per Diem**

_____
Member-at-Large Signature

_____
Date

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1466-24

A BYLAW OF THE MUNICIPALITY OF VILLAGE OF WASKATENAU IN THE PROVINCE OF ALBERTA BEING A BYLAW TO ESTABLISH AND MAINTAIN A REGIONAL EMERGENCY MANAGEMENT AGENCY AND EMERGENCY ADVISORY COMMITTEE

SMOKY LAKE COUNTY – Bylaw No. 1466-24
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE – Bylaw No. ____
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0

OF THE SECOND PART

AND

VILLAGE OF WASKATENAU – Bylaw No. 706-2024
a Municipal Corporation, in the Province of Alberta
Box 99
Waskatenau, Alberta T0A 3P0

OF THE THIRD PART

AND

VILLAGE OF VILNA – Bylaw No. ___
a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0

OF THE FOURTH PART

****

WHEREAS, the Municipal Corporations of **Smoky Lake County, Town of Smoky Lake, Village of Waskatenau,** and **Village of Vilna** (referred to hereinafter as "the Parties") are local authorities situated within the Smoky Lake Region, in the Province of Alberta;

AND WHEREAS, *the Emergency Management Act and the Local Authority Emergency Management Regulations,* as amended from time to time, allow the parties to pass bylaws authorizing the establishment and maintenance of a Regional Emergency Management Agency and Emergency Advisory Committee,

AND WHEREAS, each of the Parties have appointed a Director of Emergency Management pursuant to the provisions set out in the *Emergency Management Act.*

AND WHEREAS, the Parties recognize that many of the local resources controlled by each of the Parties could be required by more than one municipality in order to cope with a Disaster or Emergency that affects one or more of the Parties;

AND WHEREAS, the Parties desire to form an **Emergency Management Region** for the purposes of emergency planning, preparedness, mitigation, response and recovery; and

NOW THEREFORE the Parties hereto agree as follows.

1. Title:

1.1 This Bylaw may be cited as the **Regional Emergency Management Bylaw.**

2 Definitions:

For the purpose of this **Agreement**, the following words and terms shall have the following meanings:

2.1 **"Act"** means *The Emergency Management Act* of Alberta.

2.2 **"Agency"** means the Emergency Management Agency (EMA) established under this bylaw.

2.3 **"Committee"** means the committee of appointed elected officials from the partner municipalities.

2.4 **"Declaration of a State of Local Emergency"** means a resolution or order of a local authority under the current Act.

2.5 **"DEM"** means the person designated by each of the Parties as the Director of Emergency Management, responsible for emergency preparedness and response, within their respective municipalities.

2.6 **"Disaster"** means an event that results in serious harm to the safety, health or welfare of people, widespread damage to property, or a disaster as defined by the Act, or the regulations passed thereunder.

2.7 **"Emergency Social Services (ESS)"** means Registration and Inquiry, Emergency food services, Emergency lodging, Emergency clothing and Personal services.

2.8 **"Emergency Coordination Centre (ECC)"** means a site designated to receive and process requests for emergency assistance, to coordinate, monitor and direct emergency response and recovery activities during an emergency.

2.9 **"Emergency"** means an event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property.

2.10 **"ICP"** means Incident Command Post.

2.11 **"ICS"** means Incident Command System Model

2.12 **"NGO"** means a Non-Governmental Organization.

2.13 **"REP"** means Regional Emergency Plan, an application for evaluation of regional municipal emergency preparedness and the development of regional emergency preparedness plans.

2.14 **"Regional Emergency Manager"** means the person appointed by the Smoky Lake County who is delegated the responsibility for planning, preparedness, and mitigation on behalf of the regions Director(s) of Emergency Management and who shall facilitate coordination of planning for response to regional or inter-municipal disasters or emergencies.

3 Establishment of Smoky Lake Regional Emergency Management Plan

3.1 The Municipal Councils of each of the Parties to this Bylaw have resolved to enter such an Agreement as may be required to establish a Regional Emergency Management Plan.

3.2 The Governance structure shall be referred to as outlined in **Schedule "A": Governance Structure.**

4 Establishment of Smoky Lake Regional Emergency Advisory Committee

4.1 The Municipal Councils of the Parties have passed bylaws authorizing their participation in the Smoky Lake Regional Emergency Management Plan and the establishment of the Committee who will fulfill the Parties` responsibilities under the Act, and as outlined in this Bylaw and under the scope of the Annual Operating Budget as per **Schedule "`B": Budget**.

4.2 The Committee shall consist of municipal Councillor(s) appointed by each of the Parties, with each municipality having one vote regarding any matters coming before the Committee. Each party shall also appoint at least one alternate Council member to the Committee to attend and vote when the serving member is unable to do so.

4.3 The Elected Official appointed from Smoky Lake County shall be the Chairperson. ***(in reference to LEMA: Section 2(2)(e)***

4.4 A majority of members shall constitute a quorum of the Committee and a motion or resolution of the Committee may only be passed by an affirmation vote of the majority of the members voting on the motion or resolution.

4.5 The Committee shall be considered non-operational and will act in an Advisory Capacity and provide guidance and direction to the Regional Emergency Management Agency.

4.6 The Committee shall ensure the development of a Regional Emergency Management Plan which shall meet the requirements of the Act.

4.7 The Committee shall meet at a minimum of once per year, and additional meetings may be called by the Chairperson or Regional Emergency Manager as required.

5 Establishment of Smoky Lake Regional Emergency Management Agency

5.1 The Councils of all Parties have agreed to create the Smoky Lake Regional Emergency Management Agency to act as the agent of the local authorities in exercising the local authorities' powers and duties under the Emergency Management Act.

5.2 The Chair of the Agency shall be the Regional Emergency Manager who shall be an employee of Smoky Lake County. Further details regarding the Regional Emergency Manager position are set out and incorporated in **Schedule "C": Regional Emergency Manager**, attached hereto.

5.3 The Agency shall also utilize key staff of the Parties to this Bylaw as well as partners identified in the Smoky Lake Regional Emergency Management Plan, or any other external agencies or services as may be deemed necessary at the time of an emergency.

5.4 Staff and resources of the Parties, as outlined in the Smoky Lake Regional Emergency Management Mutual Aid Agreement shall be available to the Agency during Emergency operations.

5.5 The Agency will consist of the Directors of Emergency Management (DEM), Chief Administrative Officers (CAO), identified Staff and any other organization, as required, as referred to in **Schedule "E": Support Resources**, who shall utilize resources needed to exercise the local authority's power and duties under the Act; and be funded as per **Schedule "B": Budget**.

5.6 The Agency will utilize the command, control, and coordination system as prescribed by the Managing Director of Alberta Emergency Management Agency as set out in **Schedule "D": Incident Command System (ICS) Model**, during times of activation.

5.7 Smoky Lake Regional Emergency Management Agency shall meet annually, at a minimum to review the Regional Emergency Plan and make the plan available for Alberta Emergency Management Agency to review and report to the Emergency Advisory Committee.

5.8 Smoky Lake Regional Emergency Management Agency is responsible for the administration of the local Emergency Management Program.

6 Director of Emergency Management

6.1 Each of the parties shall continue to have a "Director of Emergency Management (DEM)" who shall be responsible for performing those duties, powers and functions set out in the Act, with advice and assistance from the "Regional Emergency Manager".

6.2 The Director of Emergency Management will prepare and co-ordinate emergency plans and programs for the municipalities; act as a director of emergency operations on behalf of the emergency management agency; co-ordinate all emergency services and other resources used in an emergency; and perform other duties as prescribed by the local authority.

6.3 During activation, the DEM will have the authority to transfer responsibility for the incident to another regional DEM or Alternate

7 Regional Emergency Manager

7.1 Smoky Lake County shall employ a Regional Emergency Manager who shall be responsible for advising and assisting the Director(s) of Emergency Management for each of the Parties with fulfillment of their responsibilities under the Act.

7.2 The Regional Emergency Manager will be responsible for those matters set out in **Schedule "C": Regional Emergency Manager Position,** to this Bylaw, or otherwise contemplated by the Act or the regulations passed thereunder.

8 Preparedness

8.1 Multiple Regional Incident Command Posts (ICPs) may be established and maintained as identified in the Smoky Lake Region Emergency Management Plan.

8.2 Public education or public awareness programs may be undertaken within the Region.

8.3 Personnel will be provided with training as required by the Local Authority Emergency Management Regulation to fulfill their designated Emergency operations role.

8.4 A list of all personnel assigned / trained for each Emergency operations role shall be maintained within the Regional Emergency Management Plan.

8.5 Complete a minimum of one (1) tabletop exercise annually and one functional exercise at least every four (4) years.

9 Mitigation of Risk

9.1 In response to a risk the Council of any one of the Parties may direct that:

9.1.1 A program is established to mitigate the risk within their boundaries.

9.1.2 A program is jointly undertaken with one or more of the Parties to mitigate the risk.

9.1.3 No action be taken where the Council believes that the cost of mitigation is greater than the potential benefit, the benefit is not achievable, or such other reasons as the Council may deem appropriate.

10 Declaration of a State of Local Emergency

10.1 The local authority may, at any time when it is satisfied that an emergency exists or may exist in its municipality make a declaration of a state of local emergency relating to all or any part of the municipality as recommended by the DEM or Deputy DEM and shall put into operation the Regional Emergency Management Plan.

10.2 The power to declare or renew a state of local emergency under the Act, is hereby delegated to the local authority from the municipality suffering the emergency or disaster, comprised of the following alone:

Smoky Lake County – Reeve or Deputy Reeve
Town of Smoky Lake – Mayor or Deputy Mayor
Village of Waskatenau – Mayor or Deputy Mayor
Village of Vilna – Mayor or Deputy Mayor
Or in their absence, any two members of Council.

10.3 When a state of local emergency is declared, the person or persons making the declaration shall:

10.3.1 Ensure that the declaration identifies the nature of the emergency and the area of the Smoky Lake region in which it exists.

10.3.2 Cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the majority of the population of the area affected.

10.3.3 Forward a copy of the declaration to the Minister.

11 Termination of a State of Local Emergency

11.1 When, in the opinion of the local authority, an emergency no longer exists in an area of the municipality in relation to which a declaration of a state of local emergency was made, it shall by resolution, terminate the declaration of a state of local emergency;

11.2 Or the declaration may be cancelled by the Minister;

11.3 Or the declaration may terminate based on time as described within the EMA.

12 Liability Protection for Local Authority

12.1 No action lies against a local authority or a person acting under the local authority's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under the Act or the regulations during a state of local emergency.

13 Recovery

13.1 Recovery programs and business continuity efforts undertaken by the Agency shall be prioritized to accomplish the greatest good for the most people utilizing criteria established by policy.

14 Insurance & Indemnity

14.1 The Parties each agree to obtain and maintain during the term of this Bylaw public liability and property damage insurance in the maximum amount normally offered by municipal insurers in the Province of Alberta. Each party shall give evidence of this insurance to the other party upon request.

14.2 Each Party agrees to forward a copy of this Bylaw to their municipal insurer and to absorb any decrease or increase in premiums which may result.

14.3 The Party within whose jurisdiction an Emergency occurs shall indemnify and save harmless any other party to this Bylaw responding to that Emergency from and against

any and all claims, demands, losses, costs, damages, actions, suits and proceedings arising out of the performance of that party`s obligations under this Bylaw.

15 **Termination**

15.1 This Bylaw shall come into force when it has been signed by all of the Municipalities hereto. Any Municipality may withdraw from this Bylaw by giving not less than ninety (90) days written notice to all other Municipalities within this Bylaw.

16 **Severability Provision**

16.1 Should any provision of this bylaw be invalid, then such provisions shall be severed and the remaining Bylaw shall be maintained.

17 **Repeal**

17.1 Smoky Lake County's Bylaw No. 1353-19, known as the "Regional Emergency Management Region" shall be repealed upon the passing of this Bylaw.

IN WITNESS WHEREOF this Agreement is executed on behalf of the participating Municipalities, by the hands of their officers duly authorized in that behalf and under each municipal seal affixed:

SMOKY LAKE COUNTY

DATE: _____

[redacted]
Reeve
Smoky Lake County

[redacted]
Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: _____

[redacted]
Mayor
Town of Smoky Lake

[redacted]
Chief Administrative Officer
Town of Smoky Lake

VILLAGE OF WASKATENAU

DATE: _____

[redacted]
Mayor
Village of Waskatenau

[redacted]
Chief Administrative Officer
Village of Waskatenau

VILLAGE OF VILNA

DATE: _____

[redacted]
Mayor
Village of Vilna

[redacted]
Chief Administrative Officer
Village of Vilna

EFFECTIVE DATE

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

READ A **FIRST TIME** IN COUNCIL THIS 27th Day of JUNE, 2024.

READ A **SECOND TIME** IN COUNCIL THIS 27th Day of JUNE, 2024.

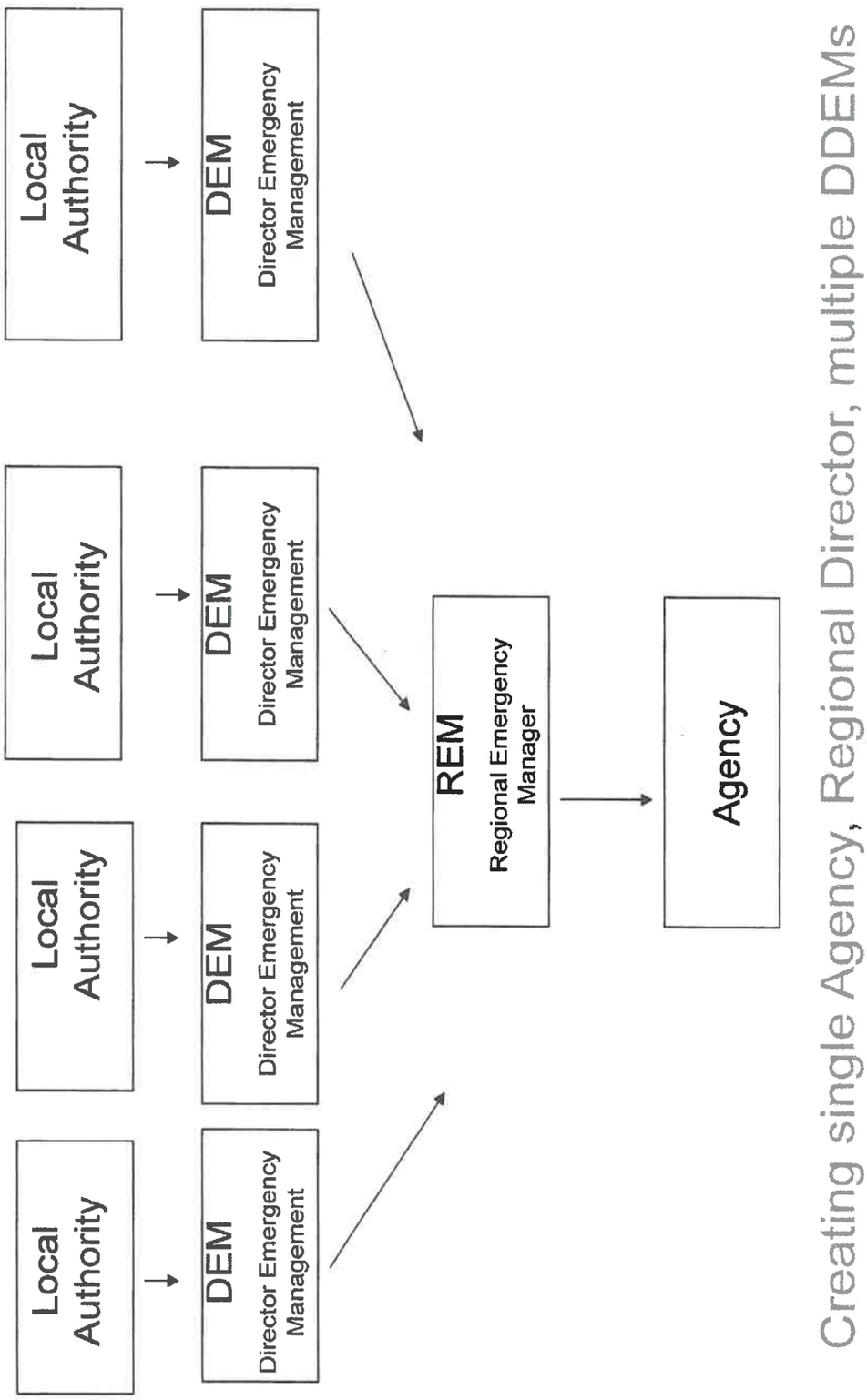
READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT,** THIS 27th Day of JUNE, 2024.

Smoky Lake County

[redacted]
Reeve

[redacted]
Chief Administrative Officer

Schedule "A"
Governance Structure



Schedule "B"
Budget

Scope of Annual Operating Budget

1. Regional Emergency Committee
    - Regular meetings between the Committee and the Agency.
    - Plan preparation and distribution.
    - Advertising.
    - Miscellaneous.

2. Preparedness
    - Training course costs Councillors/staff/volunteers (wages, tuition and travel expenses for regular staff members, volunteer firefighters and medical co-responders attending training will be the responsibility of the respective party).
    - ECC/ICP/ESS equipment/supplies.
    - Regional exercises.

3. Regional Emergency Manager
    - As per ***Schedule "C"***

Outside Scope of Annual Operating Budget

1. Regional Emergency Management Agency
    - Costs of Emergency operations will be the responsibility of the municipality(ies) where the Emergency is occurring.
    - Regional Emergency Manager shall be funded by the Smoky Lake County.

2. Mitigation of Risk
    - Costs of mitigation programs will be the responsibility of the municipality(ies) where the work is occurring.

3. Recovery
    - Costs of recovery operations will be the responsibility of the municipality(ies) who have ordered the work which is occurring within their boundaries. Many aspects of disaster recovery work will be the responsibility of property owners or their insurer. Some specific recovery work may be funded by a provincial disaster recovery program or NGO agency.

4. Funding Formula
    - Direct costs budgeted for operations of the Smoky Lake Emergency Management Region will be divided as per the Trider Formula:
        - 50% Smoky Lake County
        - 25% Town of Smoky Lake
        - 12.5% Village of Vilna
        - 12.5% Village of Waskatenau

Schedule "C"
Regional Emergency Manager Position

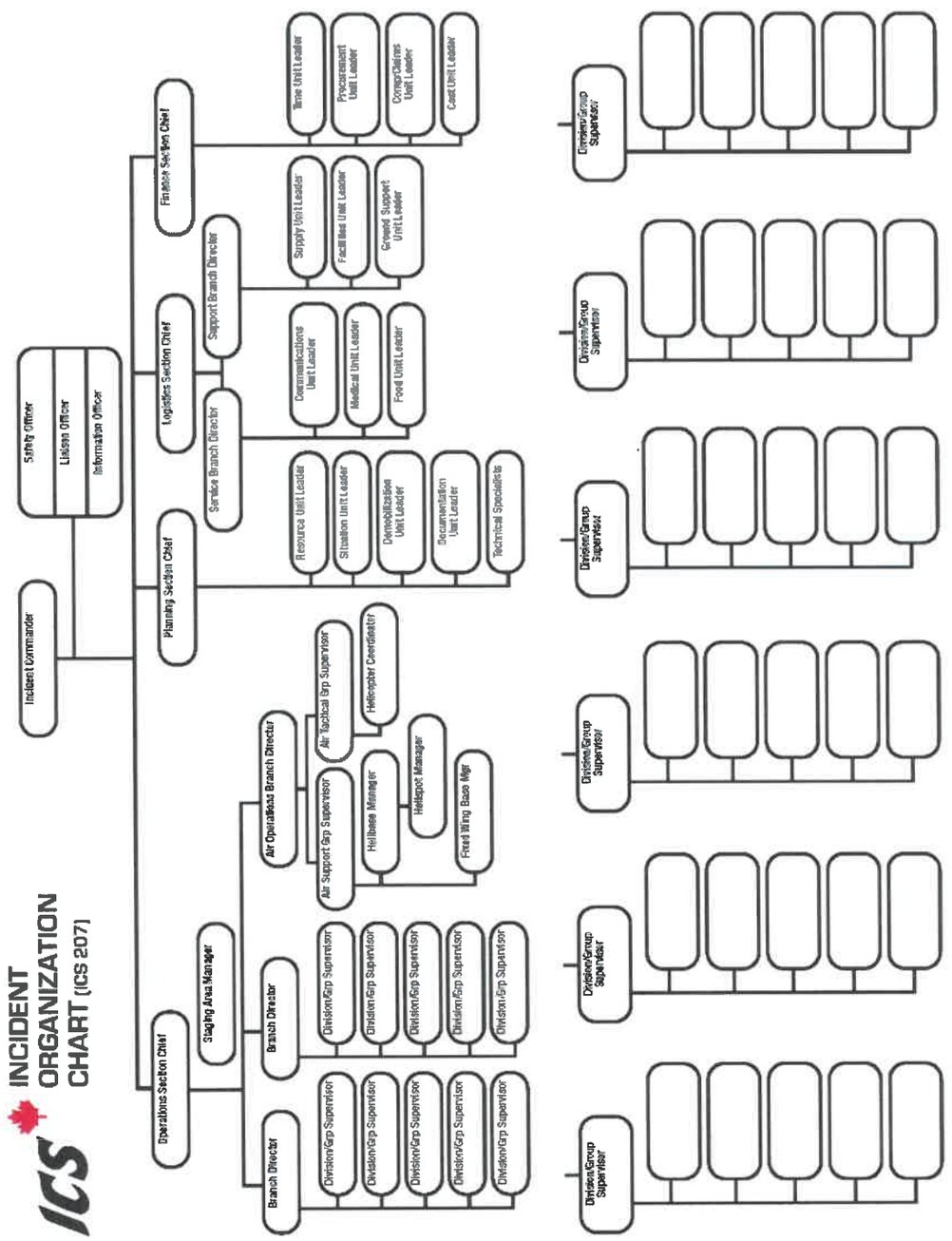
Responsibilities, Costs and Funding for the

1. Employing Municipality:
    - Smoky Lake County

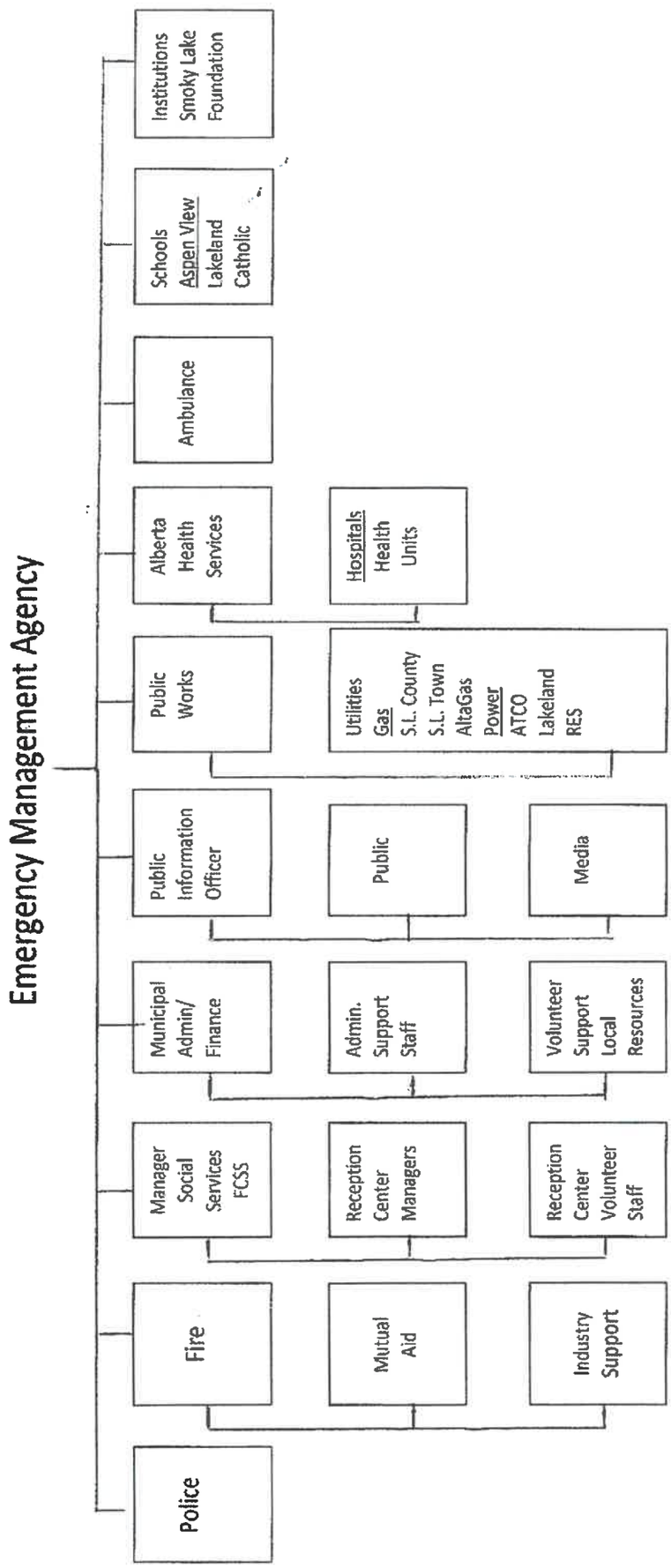
2. Position Assigned to:
    - County Director of Emergency Management

3. Duties of Position Related to Emergency Management:
    - Provide advice to each municipality through the committee members
    - Develop and maintain the Regional Emergency Management Plan and specific contingency plans in conjunction with the agency
    - Develop and implement training programs for staff and volunteers relating to Emergency Management
    - Liaison with federal, provincial, local and NGO agencies relating to Emergency Management
    - Plan and coordinate exercises for ECC and ICP and volunteer staff
    - Assist and advise the recruitment of volunteers and community groups
    - Planning of Emergency Advisory Committee meetings
    - Planning and chairing Emergency Management Agency meetings
    - Liaison with industrial operators relating to municipal involvement in industrial Emergency Management plans.
    - Attend industrial Emergency exercises and meetings to represent municipalities
    - Facilitate Hazard Identification/Risk assessments for each municipality
    - Manage mitigation programs (where appropriate) as necessitated due to risk assessments
    - Advise and assist the DEM's to fulfill duties as required by the Act
    - Act as Deputy DEM for other municipalities as per agreement

Schedule "D"
Incident Organization Chart



"Schedule E"
Support Resources



SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1488-25

Being a Bylaw of Smoky Lake County in the Province of Alberta, to authorize the Municipal Council to enter into a **INTER-MUNICIPAL REGIONAL AGREEMENT** to establish the provision of a **Smoky Lake County Regional Fire Rescue Services,** though the execution of an Agreement between the Town of Smoky Lake, Village of Waskatenau and Village of Vilna.

****

WHEREAS the Municipal Government Act, S.A. 2000, c. M-26 – Section 3, as amended ("the Act") provides that the purposes of a municipality includes the provisions of services that, in the opinion of Council, are necessary or desirable for all or a part of the municipality.

AND WHEREAS the Municipal Government Act, S.A. 2000, c. M-26 – Section 7, as amended ("the Act") provides that a council may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property.

AND WHEREAS the provisions of the Municipal Government Act, R.S.A. 2000, c. M-26 – Section 54, as amended, provide that a municipality may provide any service that it provides within its own boundaries in another municipality with the agreement of that other municipality.

AND WHEREAS, Smoky Lake County is in need for Emergency Fire Suppression and Rescue Services, year-round, twenty-four (24) hours per day, seven (7) day per week with its own boundaries.

AND WHEREAS, Smoky Lake County, Town of Smoky Lake, Village of Waskatenau and Village of Vilna have jointly entered into an Intermunicipal Collaboration Framework Agreement (ICF).

AND WHEREAS, the Council of Smoky Lake County wishes to enter into an Inter-Municipal Regional Fire Services Agreement with the Town of Smoky Lake, Village of Waskatenau, and Village of Vilna for the purpose of establishing a **Smoky Lake County Regional Fire Rescue Services** and establishing the terms and conditions upon which the Municipalities would cost-share costs and operate such undertaking as per ***Agreement,*** included in this Bylaw whereby Smoky Lake County will be the managing partner for facilitating the service for a specified timeframe and fee.

NOW THEREFORE, the Council of Smoky Lake County duly assembled, in consideration of the mutual covenants contained herein, agrees to an **INTER-MUNICIPAL REGIONAL AGREEMENT** to establish the provision of a **Smoky Lake County Regional Fire Rescue Service,** as jointly executed, by the municipalities of Smoky Lake County, Town of Smoky Lake, Village of Waskatenau, and Village of Vilna.

REPEAL OF BYLAWS

Smoky Lake County **Bylaw No. 1286-15** known as the "Joint Agreement for Smoky Lake Region Fire and Rescue Committee shall be repealed upon the passing of this Bylaw; ***AND***

Smoky Lake County **Bylaw No. 1392-21** known as the "Joint Operation Agreement for Fire Protection Services with the Town of Smoky Lake shall be repealed upon the passing of this Bylaw; ***AND***

Smoky Lake County **Bylaw No. 1388-20** known as the "Joint Operation Agreement for Fire Protection Services with the Village of Waskatenau shall be repealed upon the passing of this Bylaw; ***AND***

Smoky Lake County **Bylaw No. 1389-20** known as the "Joint Operation Agreement for Fire Protection Services with the Village of Vilna shall be repealed upon the passing of this Bylaw

EFFECTIVE DATE

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

READ A **FIRST TIME** IN COUNCIL THIS **28th** day of **August,** AD **2025.**

READ A **SECOND TIME** IN COUNCIL THIS **28th** day of **August**, AD **2025**.

READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 28th** day of **August**, AD **2025.**

_____
Reeve

S E A L

_____
Chief Administrative Officer

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

INTER-MUNICIPAL REGIONAL AGREEMENT

THIS AGREEMENT entered into as of the _____ day of Month, 2025.

B E T W E E N:

SMOKY LAKE COUNTY - BYLAW N0. 1488-25
a Municipal Corporation, in the Province of Alberta
Box 310
4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE - BYLAW N0. 04-25
a Municipal Corporation, in the Province of Alberta
Box 460
56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as the "Town")

OF THE SECOND PART

AND

VILLAGE OF WASKATENAU - BYLAW N0. 709-2025
a Municipal Corporation, in the Province of Alberta
Box 99
Waskatenau, Alberta T0A 3P0
(hereinafter referred to as the "Village")

OF THE THIRD PART

AND

VILLAGE OF VILNA - BYLAW N0. 611-25
a Municipal Corporation, in the Province of Alberta
Box 10
Vilna, Alberta T0A 3L0
(hereinafter referred to as the "Village")

OF THE FOURTH PART

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WHEREAS, the Parties wish to enter into an Inter-Municipal Regional Agreement for the purpose of establishing a ***Smoky Lake County Regional Fire Rescue Services.***

NOW THEREFORE THIS AGREEMENT WITNESSETH under the authority of a Bylaw passed by the Smoky Lake County and passed by the required Bylaw with the Town of Smoky Lake, Village of Waskatenau, and Village of Vilna in consideration of the mutual provisions and covenants contained in this Agreement, and intending to be legally bound hereby, the Parties agree each with the other as follows:

1.0 PURPOSE and INTENT

1.1 This Agreement shall be cited as the " **Smoky Lake County Regional Fire Rescue Services"**. The Parties hereby confirm and ratify the matters contained and referred to in this Agreement.

1.2 The headings in the **Agreement** have been inserted for reference as outlined in ***Schedule "A"*: Table of Contents** as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

1.3 The purpose and intent of the Agreement is to establish the terms and conditions by which the Parties will operate, administer and fund the **Smoky Lake County Regional Fire Rescue Services** for the benefit of the Parties and their respective residents.

2.0 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meaning set out below:

2.1 **"Advisory Committee":** means the Smoky Lake County Regional Fire Rescue Advisory Committee, in accordance with the terms of reference as set forth in **Schedule "B".**

2.2 **"Agreement":** means the Inter-municipal Smoky Lake County Regional Fire Rescue Services Agreement once executed by all Parties.

2.3 **"Allocation Proportion":** means the annual allocation between the Parties of the Capital and Operating Costs related to the Smoky Lake County Regional Fire Rescue Services, as set out the **Schedule E** and cost detail breakdown in **Schedule E.1**.

2.4 **"Budget":** means the annual operating budget and capital budget for the Smoky Lake County Regional Fire Rescue Services which has been approved by each of the Parties, as set forth in **Schedule E** and cost detail breakdown in **Schedule E.1**.

2.5 **"Fire":** means the burning of any flammable or combustible material or any combustible material in a state of combustion

2.6 **"Fire District Area"** means the fire district(s) of Parties as set forth in **Schedule "D".**

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2.7 **"Insurance":** means the insurance coverage as described in Section 10 and as set forth in **Schedule "H".**

2.8 "**Level of Service":** means the level of response to be provided for the Smoky Lake County Regional Fire Rescue Services, as set forth in **Schedule "C".**

2.9 "**Managing Partner":** means Smoky Lake County designated as the Managing Partner to facilitate the services of providing Fire Rescue Services regionally.

2.10 **"Party":** means the municipal corporations of Smoky Lake County (including the Hamlets of Warspite, Edwand, Bellis and Spedden), Town of Smoky Lake, Village of Waskatenau and Village of Vilna.

2.11 "**Smoky Lake County Regional Fire Rescue Services":** means the organization, as set forth in **Schedule "D"** operated by the Managing Partner through which Fire Rescue Services are provided to the Parties.

2.12 **"Standard Operating Guidelines (SOG):** means the Managing Partner's Standard Operating Guidelines, as they may exist and amended from time to time.

2.13 **"Schedules":** means the following schedules are attached hereto:

Schedule "A": **Table of Contents**

Schedule "B": **Advisory Committee**

Schedule "C": **Levels of Service**

Schedule "D": **Organizational Structure**

Schedule "E": **Three-Year Budget**
Schedule "E-1": **Detailed Three-Year Budget**

Schedule "F": **Fixed Fees for Service**

Schedule "G": **Water Usage**

Schedule "H": **Insurance**

Schedule "I": **Emergency Dispatch Services**

Schedule "J": **Ownership and Assets**

Schedule "K": **Health and Safety Program**

Schedule "L": **Dispute Resolution Procedures**

Schedule "M": **Fire Investigations and Inspections**

Schedule "N": **Municipal Documentations**

Schedule "O": **Policies Listing**

2.**14** **"Regional Fire Chief'** means the individual hired by Smoky Lake County as Regional Fire Chief by the Managing Partner, pursuant to this Agreement.

2.**15** **"Rescue"**: means to help someone or something out of a dangerous, harmful, or unpleasant situation. Rescue comprises responsive operations that usually involve the saving of life, or prevention of injury during an incident or dangerous situation.

2.**16** **"Emergency Response Call":** means responding to a call from the 911 dispatchers requiring the provision of Emergency Response Service, in accordance with **Schedule "I".**

3.0 TERM

3.**1** This Agreement shall come into effect upon signing by the Parties and shall remain in force for a period of three (3) years: 2026 to 2028 (the "Term"), unless terminated earlier in accordance with **Section 15**.

3.**2** This Agreement shall be automatically renewed except for budget discussions for a further three (3) years at the conclusion of the Term, unless two (2) of the Parties provide written notice, not less than one (1) year prior to the end of the Term, that they do not wish the Agreement to be renewed.

4.0 ADVISORY COMMITTEE

4.**1** The Parties shall mutually establish an Advisory Committee for the purpose of guidance of the Smoky Lake County Regional Fire Rescue Services.

4.**2** The Advisory Committee is responsible for monitoring and assisting in the implementation of the Regional Fire Rescue Services, as set forth in **Schedule "B": Advisory Committee – Terms of Reference**.

4.**3** Neither the Advisory Committee nor any Advisory Committee member is authorized to enter into any agreement.

4.**4** Each Party shall bear its own costs incurred with respect to the membership in the Advisory Committee.

5.0 RELATIONSHIP OF PARTIES

5.1 This Agreement governs and defines the Parties respective rights, powers, and obligations in the administration and operation of the Smoky Lake County Regional Fire Rescue Services during the Term of this Agreement.

5.2 Nothing contained herein shall be deemed to permit nor shall be interpreted to mean that any Party has the authority to act for or to assume any obligation or responsibility for or on behalf of any of the other Parties.

5.3 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by all the Parties.

6.0 OBLIGATION OF PARTIES

6.**1** Unless otherwise agreed to in writing between the Parties, the following decisions in relation to the Smoky Lake County Regional Fire Rescue Services requires unanimous agreement between the Parties.

6.1.**1** Adding a service to the Levels of Services as described in **Schedule "C": Levels of Service.**

6.1.**2** A change to the Level of Services or resources resulting in a change to the Budget exceeding the amount described in **Schedule "E": Three-Year Budget.**

6.**2** The following provisions apply to the addition of a service.

6.2.1 If a Party wishes to add a service but is not able to obtain unanimous approval, Smoky Lake County Regional Fire Rescue Services may provide the additional service provided that the requesting Party pays the full cost of providing that service.

6.2.2 A Party that did not vote in favour of adding the service is not responsible to pay for the cost of providing the additional service, but is responsible to pay its Allocation Proportion of the incidental costs of the additional service. For the purposes of this Section 6.2.2, "incidental costs" means supervision, reporting and day-to-day functions related to the provision of the additional service.

6.2.3 If a Party that did not vote in favour of adding the service wishes to use the additional service, the Party must pay for that service on a cost recovery basis on a per incident basis.

6.2.4 If a Party that did not vote in favour of adding the service wishes to opt into the additional service, it must notify the other Parties. Upon notification, the Parties shall negotiate the cost of providing the additional services.

6.3 Where the Town or the Village has a fire hall within its municipal borders which is used by the Managing Partner to provide Smoky Lake County Regional Fire Rescue Services, the Town and the County, or the Village and the County, respectively, shall enter into a lease for the use of that fire hall. The lease shall specify the terms of maintenance and upkeep for the fire hall, including the time within which any identified maintenance item should be addressed by the Town or the Village, as incorporated within **Schedule "N": Municipal Documentations.**

6.4 The Parties shall provide the Managing Partner with all available documentation required to conduct fire inspections within thirty (60) days.

6.5 Each Party is responsible for maintaining the fire hydrants within its municipal borders. If the Smoky Lake County Regional Fire Rescue Services uses a fire hydrant within the Town or the Village, it will notify the appropriate Party after the usage.

7.0 MANAGING PARTNER RESPONSIBIIES

7.**1** As of the date of execution of this Agreement, Smoky Lake County is the designated Managing Partner as set forth in **Schedule "D": Organizational Structure** and shall remain as the Managing Partner until the term of this Agreement expires or is terminated.

7.**2** The Parties acknowledge and agree that Paid on Call Members (Firefighter) are the employees of the Managing Partner and as such, the Managing Partner has the unfettered right and responsibility as the employer to manage all firefighting staff and volunteers as deemed appropriate from time to time which includes, but is not limited to, hiring, appointing, disciplining and terminating the Members.

7.**3** The Managing Partner has the final decision with respect to the Standard Operating Guidelines.

7.**4** The Managing Partner shall manage the Smoky Lake County Regional Fire Rescue Services in accordance with the provisions of this Agreement and shall:

7.4.**1** supervise and administer the day-to-day management of the Fire Rescue Service.

7.4.**2** ensure that Insurance is obtained and maintained.

7.4.**3** issue requisitions to each Party no later than September 1st of each year outlining all the funding obligations for that calendar year.

7.4.**4** receive fees, funding, grant monies and other monies and revenue collected or obtained relating to the Regional Fire Rescue Services.

7.4.**5** prepare and maintain all correspondence, documentation, records and information on behalf of the Advisory Committee or in relation to the Smoky Lake County Regional Fire Rescue.

7.4.**6** notify all Parties of any outstanding Operating Funding Contributions Due; and

7.4.**7** based on the Levels of Service, a capital plan setting out an estimate of the reasonably anticipated expenditures required for Equipment are listed in Schedule E for the term of this Agreement.

7.**5** A Party that has an inquiry or request relating to the administration, operation or management of the Smoky Lake County Regional Fire Rescue Services should be directed to the Managing Partner's Chief Administrative Officer.

7.**6** The Managing Partner shall undertake reasonable efforts to improve the efficiency and effectiveness of the Smoky Lake County Regional Fire Rescue Services.

7.7 The Managing Partner shall ensure compatibility in specifications of equipment with existing equipment to provide for the interchangeability of equipment and the immediate functional deployment of such equipment throughout the service area.

7.8 The Managing Partner shall ensure that it maximizes the useful life of the equipment, including when appropriate deploying new Equipment to locations with a higher volume of Emergency Responses Calls and deploying older or aged Equipment to locations with a lower volume of Emergency Response Calls.

8.0 BUDGET

8.**1** The Parties agree to fund the Smoky Lake County Regional Fire Rescue Services in accordance with the funding allocation formula and process in **Schedule "E": Three-Year Budget.**

8.**2** Each of the Parties shall adopt each year a budget with funding allocation for operating and capital costs as set forth in the Three-Year Budget to cover the costs and funding obligations for that calendar year for the Smoky Lake County Regional Fire Rescue Services.

8.**3** The first annual requisition payment will be due on the signing of this Agreement as set forth in the Budget within this Agreement.

8.**4** No later than September 30th of each year, the Parties not designated as the Managing Partner shall promptly pay their Allocation Proportion to the Managing Partner in accordance with Section 8.1.

9.0 FIRE RESCUE SERVICES DELIVERY

9.**1** The Managing Partner is responsible to ensure that the Smoky Lake County Regional Fire Rescue Services provides Fire and Rescue to the Parties in accordance with the following terms and conditions:

9.1.**1** provides Emergency Response Services to the Municipalities on a year-round, 24 hours per day, seven (7) days per week basis in accordance with the Standard Operating Guidelines and with **Schedule "C": Levels of Service**.

9.1.**2** provide Fire Rescue Services as deemed reasonable and prudent.

9.1.**3** maintain adequate levels of properly trained and skilled Members and Equipment to provide Fire Rescue Services to the Parties in accordance with the Standard Operating Guidelines and with **Schedule "C": Levels of Service**.

9.1.**4** obtain and maintain in good standing all necessary licenses, permits, insurance coverage and other authorizations in order to carry out its obligations pursuant to this Agreement.

9.1.**5** maintain coverage under the *Workers' Compensation Act,* R.S.A. 2000, c.W-15 for all Members in accordance with that Act.

9.1.**6** comply with *Occupational Health & Safety* requirements, including but not limited to, the Work Safe Alberta Bulletin "A Code of Practice for Firefighters".

9.1.**7** ensure that all Equipment utilized to provide Fire Rescue Services is properly serviced and maintained on a regular basis.

9.1.**8** Ensure its members to keep confidential the nature of all Emergency Response Calls and all matters involving confidential Information arising out of the provision of the Smoky Lake County Regional Fire Rescue Services.

9.1.**9** Restrict any public statements nor communicate with the media with respect to the provision of the Smoky Lake County Regional Fire Rescue Services without first discussing the information to be made public with the Managing Partner Chief Administrative Officer.

9.1.**10** provide a copy of all fire inspections conducted in a municipality to that Party.

9.1.**11** use best efforts to educate residents as to the appropriate manner of making the Emergency Response Call, including name, location code reference, and any other information appropriate to the circumstances or request.

9.**2** The Parties not designated as Managing Partner are responsible to:

9.2.**1** provide the Managing Partner with copies of all bylaws relating to Fire Rescue, as such bylaws may be amended or replaced from time to time within sixty (60) days.

9.2.**2** design and maintain a coordinated comprehensive map system including a location code reference system in consultation with the Managing Partner.

9.2.**3** use all reasonable efforts to ensure that proper road signage is in place and maintained from which the Smoky Lake County Regional Fire Rescue Services can take direction enroute to an Emergency Response Call.

9.2.**4** use best efforts to provide the Regional Fire Chief with the following detailed information, to the extent that the Party has actual knowledge of such information:

9.2.4.1 suitability and location of water supply for Emergency Response Calls involving a Fire.

9.2.4.2 access routes.

9.2.4.3 location of buildings or other structures on or at which are hazardous materials are used or stored including the nature of hazardous substances.

9.2.4.4 any other land use or occupancy information that may increase the demand for, or the level of risk for Emergency Response Calls involving a Fire.

9.2.4.5 any changes in land use, occupancy or Parties' Area Structure Plans or proposed Area Structure Plans which may increase the demand for or the level of risk for Emergency Response Calls involving a Fire.

9.2.4.6 applications for development or subdivision approval within the Fire District Area, including multi-residential, institutional, commercial and industrial, that may increase the demand for, or the level of risk for Emergency Response Calls involving a Fire.

9.**3** **Fixed Fees for Service:** In consideration of the Smoky Lake County Regional Fire Rescue Services provided; fees and charges issued for responding to incidents and providing Fire Rescue Services as set forth in **Schedule "F": Fixed Fees for Service".**

9.**4** **Dispatch Agreement:** The Emergency Dispatch Agreement for Emergency Response Calls has been realigned to reflect the terms and conditions of the Smoky Lake County Regional Fire Rescue Services as executed by Managing Partner with Bonnyville Regional Fire Authority as set forth in **Schedule "I": Emergency Dispatch Services**.

9.**5** **Mutual Fire Aid:** Smoky Lake County Regional Fire Rescue Services shall continue to engage in mutual aid fire agreements with surrounding municipalities for fire protective services.

10.0 INSURANCE

10.**1** During the Term of this Agreement, including any renewal, the Managing Partner will obtain and maintain Insurance with insurers allowed by the laws of the Province of Alberta, as set forth in **Schedule "H": Insurance**.

10.**2** Each Party must insure their respective fire halls and other related buildings.

10.**3** **Worker's Compensation** will be maintained by the Managing Partner as set forth in **Schedule "H": Insurance.**

11.0 INDEMNIFICATION

11.**1** The Parties shall be liable to and shall indemnify and hold harmless each other and their respective mayors, reeve, councillors, officers, employees, contractors, subcontractors, consultants, advisors, insurers, volunteers, agents, representatives, permitted successors and assigns (each an "Indemnified Party") from and against any and all claims, demands, actions, causes of action, obligations, damages, losses, deficiencies, costs, liabilities and expenses (including all reasonable legal fees on a solicitor and own client basis), disbursements, fines, penalties, suits, proceedings, remediation and clean-up costs, third party claims, governmental claims, strict liability claims and demands of whatever nature (including without limitation, bodily injury or loss of or damage to property) (the "Claim") whether arising in contract, tort (including without limitation to negligence and occupiers' liability) any other legal theory, or in equity, suffered by, imposed upon, sustained or asserted against any Indemnified Party as a result of, in respect of, arising out of; or related to:

11.1.1 any breach, violation, deficient performance or non-performance of any provision of this Agreement.

11.1.2 any loss of life or bodily injury to any person that is related, directly or indirectly, to the obligations of the Parties under of this Agreement.

11.1.3 any breach or contravention of any applicable laws, policies or regulations that is related, directly or indirectly, to the obligations of the Parties under of this Agreement.

Except where the Claim arises due to a negligent or willful act or omission by a Party or any other person for whom the Party is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Parties under this Agreement.

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11.2 The Parties who are not designated as the Managing Partner shall be liable to and shall indemnify and hold harmless the Managing Partner, its reeve, councillors, officers, employees, contractors, subcontractors, consultants, advisors, insurers, volunteers, agents, representatives, successors and assigns from and against any and all claims, demands, actions, causes of action, obligations, damages, losses, deficiencies, costs, liabilities and expenses (including all reasonable legal fees on a solicitor and own client basis), disbursements, fines, penalties, suits, proceedings, remediation and clean-up costs, third party claims, governmental claims, strict liability claims and demands of whatever nature (including without limitation, bodily injury or loss of or damage to property), (the "Claim") whether arising in contract, tort (including without limitation to negligence and occupiers' liability) any other legal theory, or in equity, suffered by, imposed upon, sustained or asserted against any Indemnified Party as a result of, in respect of, arising out of, or related to:

11.2.1 any breach, violation, deficient performance or non-performance of any provision of this

Agreement, including without limitation, Section 7 and Section 9 .

11.2.2 any loss of life or bodily injury to any person that is related, directly or indirectly, to the obligations of the Managing Partner under of this Agreement.

11.2.3 any breach or contravention of any applicable laws, policies or regulations that is related, directly or indirectly, to the obligations of the Managing Partner under of this Agreement.

Except where the Claim arises due to a negligent or willful act or omission by the Managing Partner or any other person for whom the Managing Partner is responsible (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Parties under this Agreement.

11.3 The Parties acknowledge and agree that all liabilities, losses, costs, damages, legal fees (on a solicitor and their own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind any of the Parties may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, or arising as a direct or indirect result of or in connection with the performance or failure to perform of any of the Parties' obligations pursuant to this Agreement shall be shared by the Parties on the agreed Allocation Proportion basis.

11.4 Despite Section 11.3, the Parties are not obligated to indemnify a Party where the Claim arises due to that Parties' negligent or willful act or omission or any other person for whom that Party is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Party under this Agreement.

11.5 Sections 11.1 to 11.4 survive the expiration or earlier termination of this Agreement.

11.6 Force Majeure

11.6.1 A Party shall not be considered in breach of this Agreement or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement, as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of any circumstance beyond the Party's reasonable control, including but not limited to:

11.6.1.1 Acts of God.

11.6.1.2 Outbreak of hostilities, riots, civil disturbance, acts of terrorism.

11.6.1.3 Acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means.

11.6.1.4 Fire, explosion, flood, fog or bad weather.

11.6.1.5 Power failure or failure of communication lines.

11.6.1.6 Theft, malicious damage, strike, lock-out or industrial action of any kind.

11.6.1.7 Pandemic or unusual disease outbreak.

11.6.1.8 Labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this section offers reasonable compensation and terms to employees).

But in no event shall a lack of funds be an event of Force Majeure for a Party.

11.7 Despite the relief granted by Section 11.6, the Party who invokes the benefit of that section shall nevertheless endeavor, acting reasonably, in any situation to perform its obligations to the extent possible and as soon as possible.

11.8 A Party shall not be entitled to relief under Section 11.6 in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.

11.9 In the event a Party wishes to invoke the benefit of Section 11.6, that Party shall promptly notify the other Party in writing of the reasons and the likely duration of the period during which there will be non-performance, part performance, defective performance or delay in the performance of its obligations.

11.10 Immediately the circumstances giving rise to the event of Force Majeure cease, the Party who has invoked the benefit of Force Majeure must notify the other Party of the cessation.

12.0 HEALTH AND SAFETY PROGRAM

12.1 The Managing Partner is responsible for the health and safety of all firefighters, staff and volunteers. The Smoky Lake County Regional Fire Rescue Services will facilitate the Health and Safety Program as set forth in **Schedule "K": Health and Safety Program.**

13.0 DEFAULTS AND REMEDIES

13.1 Events of Default

A Party shall be deemed to be in default if any of the following events occur (each of the following events to be referred to as an **"Event of Default**", the Party in default to be referred to as the "Defaulting Party" and the Party not in default to be referred to as the "Non-Defaulting Party"):

13.1.1 A Party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "Payment Default").

13.1.2 A Party fails to perform any of its obligations under this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "Performance Default").

13.1.3 A Party experiences any of the following events (an "Insolvency Default"):

13.1.3.1 The Party institutes voluntary liquidation, dissolution or winding-up procedures.

13.1.3.2 The Party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated a bankrupt or for any other relief.

13.1.3.3 The Party makes a compromise with or an assignment for the benefit of creditors.

13.1.3.4 A receiver/receiver manager is appointed with regard to the Party or to any material part of the Party's property.

13.1.3.5 A court adjudges the Party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the Party.

13.1.3.6 If the corporate existence of the Party is otherwise terminated.

13.2 Notice of Default

13.2.1 If a Party claims that there has been a Payment Default or Performance Default committed by or affecting the other Party, the Party making the claim shall give to the Defaulting Party a notice (hereinafter referred to as the "Notice of Default"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.

13.2.2 In the event the alleged Event of Default is capable of being remedied, the Defaulting Party shall:

13.2.2.1 have no cure period in respect of an Insolvency Default.

13.2.2.2 have a cure period of thirty (30) days after receipt of the Notice of Default with respect to a Payment Default.

13.2.2.3 Subject to Sections 13.2(2)(1) and 13.2(2)(2), have a cure period of thirty (30) days after receipt of the Notice of Default with respect to a Performance Default.

13.2.2.4 If a Performance Default is such that it cannot be reasonably remedied within thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.

13.2.3 If before the expiry of the later of the cure period (if any) referred to in Section 13.2 or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative, and the Defaulting Party shall lose no rights hereunder.

13.3 Remedies

Upon the occurrence of an Insolvency Default, or in the event that a Notice of Default has been given and the Party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Section 13.2, the Non-defaulting Party shall have the following rights and remedies:

13.3.1 In the case of a Payment Default, to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-Defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount.

13.3.2 In the case of a Performance Default, the Non-Defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third Party or otherwise do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party.

13.3.4 In the case of any Event of Default, the Non-Defaulting Party may:

13.3.4.1 Suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement.

13.3.4.2 Set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-Defaulting Party in accordance with this Agreement.

13.3.4.3 Maintain an action or actions for the unpaid amount and interest on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim.

13.3.4.4 Terminate this Agreement.

13.4 **Remedies Cumulative**

A Non-Defaulting Party may, at its discretion, exercise the remedies referenced in Section 13.3 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-Defaulting Party based on an amount (excluding interest) in excess of the Payment Default. No delay or omission by a Non-Defaulting Party in exercising its rights or remedies shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

14.0 DISPUTE RESOLUTION

14.1 If, during the term of this Agreement, a dispute or disagreement arises between the Parties that cannot be resolved, the Parties agree to participate in as set forth in **Schedule "L": Dispute Resolution Procedures**.

15.0 TERMINATION

15.1 If any Party wishes to terminate its participation in this agreement (the **"Terminating Party"**), the Terminating Party shall provide a minimum of three hundred sixty-five (365) days, written notice of termination to the Managing Partner.

15.2 In the event that any one the Party terminates its participation in this Agreement in accordance with Section 15.1:

15.2.1 All costs association with that Party's termination of its participation in this Agreement including but limited to resulting termination or transition of Smoky Lake County Regional Fire Rescue Services Members and other related personnel shall be shared between the Parties in accordance with the Allocation Proportion.

15.2.2 The Allocation Proportion shall be re-calculated as between the remaining Parties and this Agreement shall be amended in writing accordingly.

15.2.3 The remaining Parties shall reimburse the terminating Party for its monetary capital and equipment contribution towards jointly funded Equipment calculated on fair market value as of the effective date of termination on the basis of the re-calculated Allocation Proportion.

15.2.4 If the terminating Party is the Managing Partner, the Managing Partner will obtain one quote from a certified appraiser for the Equipment in the Town and Villages Fire Hall Stations, to establish fair market value and give the Town and Villages first right of refusal to purchase said Equipment.

15.3 This Agreement shall be terminated in its entirety, effective immediately, or at such other time as shall be agreed to by each Party in writing.

15.3.1 All costs associated with the termination of this Agreement including but limited to termination or transition or Fire Rescue Services Members and other related personnel shall be shared between the terminating Parties. All Equipment owned or funded exclusively by any one of the Parties including but not limited to the Equipment as set forth in **Schedule J: Ownership and Assets** shall remain with that Party.

15.4 In the event that the Parties cannot reach agreement on what constitutes fair market value in relations to the Equipment for the purpose of an appraisal process shall follow the Dispute Resolution Procedures process.

15.5 Any Party which terminates its participation in the Agreement in accordance with Section 15.1 remains obligated to provide its Allocation Proportion for the termination period of which notice of termination was given.

15.**6** A terminating Party shall not participate in Budget discussions nor decisions for the year prior to the effective date of termination.

16.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

16.**1** Each Party shall:

16.1.1 Hold and shall cause all of its elected officials, employees, volunteers, contractors and agents to hold all confidential information in strict confidence.

16.1.2 Comply with and require its elected officials, employees, volunteers, contractors and agents to comply with all applicable privacy legislation including but not limited to the Protection of Privacy *Act, (POPA)* R.S.A. 2024 c.P-28.5.

16.1.3 Not disclose any confidential information to any third party during or after the Term or termination of this Agreement.

16.**2** The obligations as set forth in Section 16.1 apply to any and all confidential information except that which is:

16.2.1 Required to be disclosed at law.

16.2.2 In the public domain or of which the Party becomes aware, not involving a breach by it or the person informing them of a confidential obligation provided that such use is not prohibited by or in any way contravenes any applicable legislation, including but not limited to the Protection of Privacy *Act, (POPA)* R.S.A. 2024 c.P-28.5.

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16.2.3 Provided by the Party in confidence to its financial or legal advisors.

17.0 SCHEDULES

17.1 The Parties hereby confirm and ratify the matters contained and referred to in this Agreement and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A": **Table of Contents**

Schedule "B": **Advisory Committee**

Schedule "C": **Levels of Service**

Schedule "D": **Organizational Structure**

Schedule "E": **Three-Year Budget**
Schedule "E-1": **Detailed Three-Year Budget**

Schedule "F": **Fixed Fees for Service**

Schedule "G": **Water Usage**

Schedule "H": **Insurance**

Schedule "I": **Emergency Dispatch Services**

Schedule "J": **Ownership and Assets**

Schedule "K": **Health and Safety Program**

Schedule "L": **Dispute Resolution Procedures**

Schedule "M": **Fire Investigations and Inspections**

Schedule "N": **Municipal Documentations**

Schedule "O": **Policies - Listing**

18.0 NOTICES

18.1 All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

18.1.1 Personally, by delivering it to the Parties on whom it is to be served at the address set out herein, provided that such delivery shall be made during normal business hours (8:30 a.m. to 4:00 p.m.) on a normal business day excluding weekends and statutory holidays). Personally delivered notice shall be deemed received when delivered as set forth above.

18.1.2 By fax, e-mail or by any other like electronic method by which a written message may be sent, directed to the Parties upon whom it is to be serviced at that address below. Notice served shall be deemed as received:

18.1.2.1 upon transmission with answer back confirmation if received within the normal hours of the business day; or

18.1.2.2 at the commencement of the next ensuring business day following transmission with answer back confirmation thereof if not received within the normal hours of business day.

18.1.3 By single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless received.

18.2 Notices shall be sent to the Chief Administrative Officers to the following addresses:

18.2.1 **To the County**:

Smoky Lake County
P.O. Box 310
4612 McDougall Drive
Smoky Lake Alberta, T0A 3C0
Phone: 780-656-3730
Fax: 780-656-3768
Email: cao@smokylakecounty.ab.ca

18.2.2 **To the Town**:

Town of Smoky Lake
P.O. Box 460
56 Wheatland Ave.
Smoky Lake, Alberta T0A 3C0
Phone: 780- 656-3674
Fax: 780- 656-3675
E-mail: cao@smokylake.ca

18.2.3 **To the Villages:**

Village of Waskatenau
P.O. Box 99
5008 – 51 Street
Waskatenau, Alberta T0A 3P0
Phone: 780-358-2208
Fax: 780-358-2208
Email: waskvillage@mcsnet.ca

Village of Vilna
P.O. Box 10
5135 – 50 Street
Vilna, Alberta T0A 3L0
Phone: 780-636-3620
Fax: 780-636-3022
Email: vilna@mcsnet.ca

19.0 SEVERABILITY

It is the intention of the Parties that each separate provision, section, subsection or clause of this Agreement shall be deemed independent of all other provisions herein and it is the further intention of the Parties that if any provision of this Agreement is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed, and the remainder of the Agreement is deemed valid and enforceable.

IN WITNESS WHEREOF the Parties hereto execute this Agreement and affix their corporate seals of its proper signing officers duly authorized:

SMOKY LAKE COUNTY

DATE: _____

_____
Reeve, Smoky Lake County

_____
Chief Administrative Officer
Smoky Lake County

TOWN OF SMOKY LAKE

DATE: _____

_____
Mayor, Town of Smoky Lake

_____
Chief Administrative Officer
Town of Smoky Lake

VILLAGE OF WASKATENAU

DATE: _____

_____
Mayor, Village of Waskatenau

_____
Chief Administrative Officer
Village of Waskatenau

VILLAGE OF VILNA

DATE: _____

_____
Mayor, Village of Vilna

_____

Chief Administrative Officer
Village of Vilna

SCHEDULE "A"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

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SCHEDULE "B"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Advisory Committee

Terms of Reference

1. TITLE:

1.1 The Advisory Committee shall be named: **Smoky Lake County Regional Fire Rescue Services Advisory Committee.**

2. ROLE:

2.1 The Smoky Lake County Regional Fire Rescue Services Advisory Committee ("the Advisory Committee") shall be a consulting body for each respective Council in order to assist in addressing issues related to the provisions of fire and rescue services in the Smoky Lake Region.

2.2 In the event that Council has a question, comment or suggestion regarding the Smoky Lake County Regional Fire Rescue Services, the question, comment or suggestion will be brought forward to the Advisory Committee at the next scheduled meeting by the respective Council representative.

3. COMMITTEE STRUCTURE:

3.1 The Advisory Committee shall be comprised of six (6) members: six elected members appointed by a resolution of each respective Council:

- Two (2) members from Smoky Lake County (serving throughout their term);
- Two (2) members from the Town of Smoky Lake (serving throughout their term);
- One (1) member from the Village of Waskatenau (serving throughout their term);
- One (1) member from the Village of Vilna (serving throughout their term);

Council may also appoint an alternate member of Council to the Advisory Committee and the Alternate Member may attend and vote in the place of any absent Council Member.

3.2 The Advisory Committee will also include the Regional Fire Chief, Regional Deputy Fire Chief, and member Parties Chief Administrative Officers or designate, as non-voting participants and any other support staff as deemed necessary by the Advisory Committee. Administrative support will be provided by the Managing Partner.

4. PURPOSE:

4.1 The Advisory Committee shall focus on the guidance of the Smoky Lake County Regional Fire Rescue Services and not the operational duties and responsibilities. The Advisory Committee shall be responsible for the Smoky Lake County Regional Fire Rescue Services specific to:

- Policy Creation and Review: Discuss and support the Regional Fire Chief and Fire Stations, with decisions and planning related to future fire service demands, property inspections, public education, fire prevention planning, training, recruitment & retention, and legislation compliance; and review polices as drafted by the Regional Fire Chief that would be beneficial to the regional communities, the department and to ensure a safe working environment.
- Fiscal Accountability: Review quarterly budget vs actual financial statements. Assist in the funding preparation of the Fire Stations budgeting and budget submissions, when necessary.
- Strategic Planning: Discuss best practices related to the fire services organizational, structure, shared service opportunities, fire vehicles and firefighting equipment, the local needs and level of service requirements of region.

4.2 Close liaison to reflect current community expectations as identified by key stakeholders, including representatives from community groups, not-for-profit agencies, government organizations, industry and business leaders, regional fire services, the education sector, and general public to ensure identified areas for improvement for fire and rescue services.

4.3 The Advisory Committee initiative is to reflect the diversity in interest for implementing relevant fire and rescue protective services for the region and shall have the power to undertake additional work in implementing policies during the term of this agreement. Managing Partner for the region will oversee legislative requirements.

4. MEETINGS:

4.1 The Advisory Committee shall meet at a minimum quarterly or additionally as required and the Advisory members will report back to their respective Council. Meetings will be scheduled at least a minimum one month in advance to ensure adequate time for planning schedules. In the event of an "Emergency Meeting" being required, at least 24 hours' notice is required and a quorum of Advisory Committee members must be in attendance. The Advisory Committee will follow the Managing Partner's Council Procedures Bylaw in the conduct of its meetings.

4.2 All meetings of the Advisory Committee shall be open to the public with the exception of the closed sessions (in-camera). The time and date of the meetings shall be advertised on each of the Party's schedule of upcoming meetings as much in advance as the setting of the meeting permits.

4.3 The members of the Advisory Committee shall elect a Chair and Vice-Chair from amongst the members at the first meeting of the Committee following each municipal organizational meeting.

4.4 A quorum of the Advisory Committee shall be not less than three (3) members with one must be a member of the County.

4.5 The Advisory Committee may form subcommittees to provide the Advisory Committee with advice on matters within the Advisory Committee's responsibilities.

- Subcommittees shall have a term of no greater than one (1) year. The term may be renewed by the Advisory Committee.
- Subcommittees shall use a consensus-based approach in their decision making provided that if the Chair deems that a clear consensus is not achievable then the Chair may put the matter to a vote in which case the Subcommittee shall vote in the same manner as the Advisory Committee.
- Subcommittees shall prepare and retain notes from each meeting including any recommendations that the Subcommittee makes to the Advisory Committee.

4.6 Any per diems and/or expenses for Advisory Committee members shall be paid by the Advisory Committee members' respective municipality.

5. AUTHORITY:

5.1 Decision making will be conducted by a vote, conducted by the raising of hands. All decisions will be based on a majority of votes either for or against a subject matter. In the event of a tie, the question voted on shall be deemed to be determined in the negative.

5.2 If a Councilor (not a member of the Advisory Committee), Municipal Chief Administrative Officer or Station Fire Chief is present at an Advisory Committee meeting, the Councilor, Municipal Chief Administrative Officer or Station Fire Chief shall be permitted to speak for up to five (5) minutes on any issue impacting or affecting their District, prior to a vote being taken by the Advisory Committee.

5.3 Any members of the public that are in attendance at a meeting of the Advisory Committee shall be given the opportunity to make comments to the Advisory Committee at the end of the meeting.

6. REPORTING:

6.1 The Regional Fire Chief shall provide a quarterly report and annual report card on the Fire Rescue Service to the Advisory Committee.

6.2 The Advisory Committee will accept and discuss all information in principle and make recommendations reporting back to their respective Councils for approval as necessary.

SCHEDULE "C"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Levels of Service

Emergency Services Provided	Definitions of Emergency Levels of Service	Level or Training Standard
FIRE FIGHTING SERVICES		
FIRE SUPPRESSION Structural Vehicle Wildland	Structural: Defensive Attack ■ Exterior firefighting will be performed when it is unsafe to enter a structure due to insufficient manpower, training, equipment, water supply, or compromised structural integrity. This operation is comprised of water application from the exterior of the structure to ensure firefighter safety while providing fire extinguishment an exposure control. Offensive Attack ■ Interior structural firefighting will be performed provide there is sufficient manpower, training, equipment, and water supply on scene to safely carry out such duties as ventilation search and rescue, fire attack, and salvage and overhaul. Vehicle ■ Extrication includes safe removal of trapped or pinned occupants of motor vehicles collisions using hand, air, electric, or hydraulic operated extrication tool. Wildland ■ Fire suppression using water, foam back burning and other equipment as required. Activate forestry mutual aid agreement as required.	NFPA 1001 Level II Professional Firefighter NFPA 1051 Wildland Firefighting
EMERGENCY MEDICAL SERVICES	■ Performance of first aid / treatment to injured or sick people that may result from a traumatic event. ■ Assisting ambulance crews with patient care and lift assists.	Medical First Response (MFR)
RESCUE SERVICES	■ Motor Vehicle Collisions ■ Entrapment	NFPA 1001 Level II
DANGEROUS GOODS INSPECTIONS	Review all emergency response plans, complete on-site training to mitigate the hazards and contain the leak/spill.	Facility Tours and training Required annually
OTHER SERVICES		
PUBLIC SERVICES	■ Mutual Aid Requests ■ RCMP / Enforcement ■ Fire Prevention / Education ■ Fire Smart ■ Hazardous Materials Responses ■ Alarm Investigation ■ Public complaints: Fire Permits	NFPA 1001 Level II NFPA 472 Operational Level Mutual Aid Agreement
COMMUNITY INVOLVEMENT	■ Fire Prevention Week ■ Emergency Preparedness Day ■ Junior Firefighter Day Camp ■ Community Showcase ■ Party Program	
CONTRACTED SERVICES		
FIRE BUILDING CODES	Complete fire inspections, load occupancies, liquor licenses special events) (concerts, rodeo, fundraiser events) and building code inspections. New businesses, public/ provincial building require them. (Schools, Daycare, Restaurants, hotels)	Contact the Province to provide fire building code inspections.
FIRE INVESTIGATIONS	Complete fire investigation on all suspicious fires. Request assistance in all investigations from the province. Take pictures, scene security, preserve evidence, complete fire reports and interviews. Assist with the fire investigators.	Contact the Province to formally request a Fire Investigator.

SCHEDULE "D"

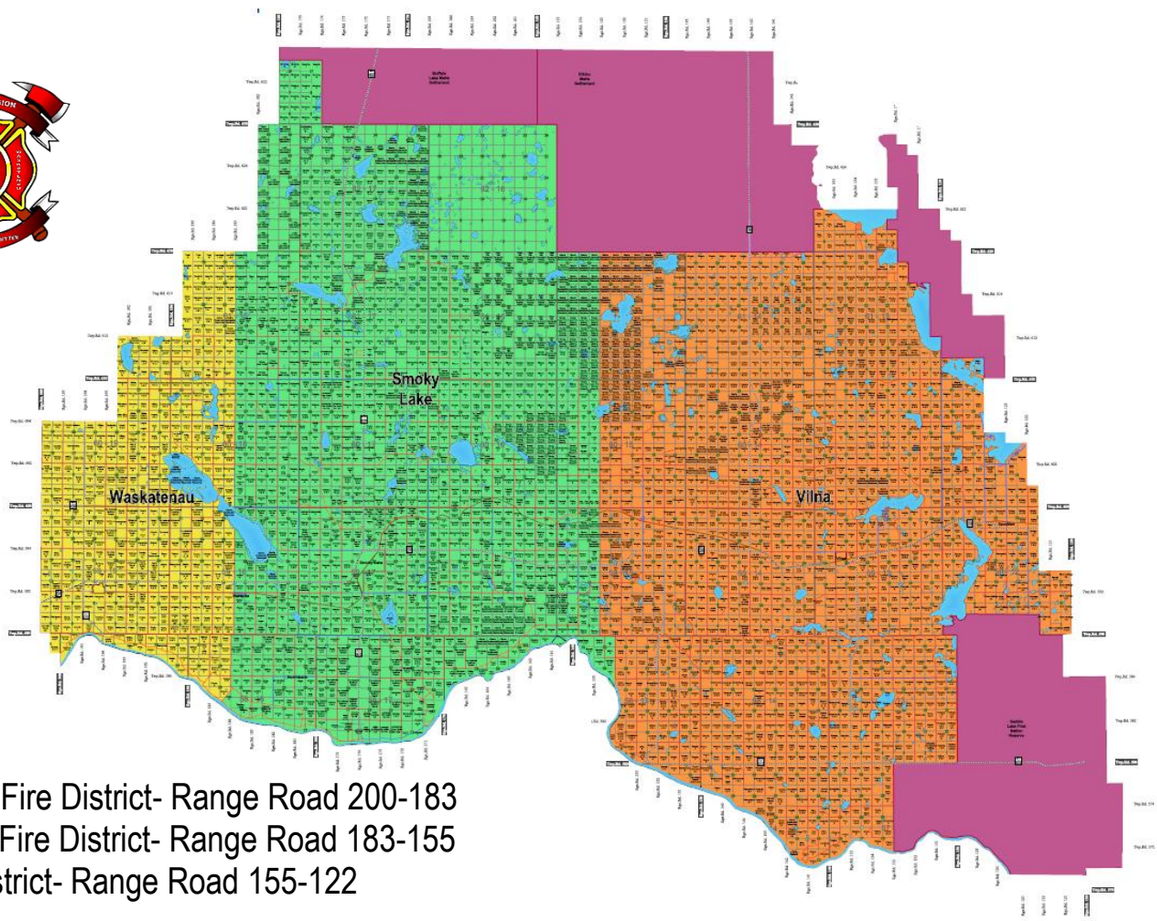
SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Organizational Structure

Organization Flow Chart

- Advisory Committee
- Smoky Lake County CAO
- Smoky Lake County
  - Town of Smoky Lake
  - Village of Waskatenau
  - Village of Vilna
- Regional Fire Chief
- Administrative Assistant
- Regional Deputy Fire Chief
- Firefighters
  - Full-Time Firefighter x 2
  - Smoky Lake County
- District Chief – Smoky Lake
  - Captain – Smoky Lake
    - Paid On-Call Firefighters – Smoky Lake
- District Chief – Waskatenau
  - Captain – Waskatenau
    - Paid On-Call Firefighters – Waskatenau
- District Chief – Vilna
  - Captain – Vilna
    - Paid On-Call Firefighters – Vilna

Fire Districts



- Waskatenau Fire District- Range Road 200-183
- Smoky Lake Fire District- Range Road 183-155
- Vilna Fire District- Range Road 155-122

SCHEDULE "E"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Three-Year Budget

Detailed Budget		2026 Budget	2027 Budget	2028 Budget
Operating Revenue				
Firefighting Fees				
	Provincial Highway Rescue	140,000.00	140,000.00	140,000.00
	Firefighting Fees	20,000.00	20,000.00	20,000.00

Municipal Funding Methodology

Municipality	Population 20%		Dwelling Units 20%		Equalized Assessment 60%		Final Allocation %
Smoky Lake County	2517	61.61%	1,992	71.07%	742,372,740	84.85%	77.44%
Town of Smoky Lake	1032	25.25%	464	16.55%	96,888,434	11.08%	15.01%
Village of Vilna	290	7.09%	193	6.89%	12,781,487	1.46%	3.68%
Village of Waskatenau	247	6.05%	154	5.49%	22,852,490	2.61%	3.87%
TOTAL	4086	100%	2,803	100%	874,895,151	100%	100%

Smoky Lake Region Proposed Operating Budgets:	Smoky Lake County	**$887,446.97**	**$914,006.95**	**$941,362.32**
	Town of Smoky Lake	**$128,141.24**	**$131,973.05**	**$135,919.81**
Note: Town and County capital apparatus ownership	Village of Vilna	**$40,425.79**	**$41,635.52**	**$42,880.54**
buyout of $36,747.67	Village of Waskatenau	**$42,510.99**	**$43,785.18**	**$45,095.53**
	TOTAL	**$1,098,527.00**	**$1,131,400.01**	**$1,165,259.21**
Operating Expenses				
2. Salaries, Wages, Benefits and Honorariums				
	Salary and Wages	376,955.00	388,263.65	399,911.56
	Benefits	86,445.00	89,038.35	91,709.50
	Honorarium	140,000.00	144,200.00	148,526.00
	Wildfire Rapid Response Program	20,000.00	20,000.00	20,000.00
	Firefighter Overtime	11,000.00	11,000.00	11,000.00
	Total Salaries, Wages, Benefits and Honorariums	**643,400.00**	**662,702.00**	**682,583.06**
3. Contracted and General Services				
	Professional & Consulting Services	30,000.00	30,900.00	31,827.00
	Mileage	500.00	500.00	500.00
	Meals and Lodging	16,000.00	16,480.00	16,974.40
	Insurance	26,462.00	27,255.86	28,073.54
	Paid On-Call Firefighter Insurance (VFIS)	18,000.00	18,540.00	19,096.20
	Legal Services	5,000.00	5,150.00	5,304.50
	Membership and Conference Fees	7,500.00	7,725.00	7,956.75
	Advertising, Printing and Subscriptions	1,500.00	1,545.00	1,591.35
	Communication: Telephone / Cellular	12,272.00	12,640.16	13,019.36
	Radio Licensing	3,000.00	3,090.00	3,182.70
	Computer Programming	2,500.00	2,575.00	2,652.25
	Safety Program	8,000.00	8,240.00	8,487.20
	Dispatch Services	18,297.00	18,845.91	19,411.29
	Training and Development	28,000.00	28,840.00	29,705.20
	Total Contracted and General Services	**177,031.00**	**182,341.93**	**187,812.19**
4. Materials and Goods				
	Fuel/Parts	22,442.00	23,115.26	23,808.71
	Office Supplies	1,500.00	1,545.00	1,591.35
	Fire Hall Rental	76,760.00	76,760.00	76,760.00
	Municipal Water	2,000.00	2,060.00	2,121.80
	Equipment / Vehicle Repair	37,744.00	38,876.32	40'042.61
	Recognition	6,000.00	6,000.00	6,000.00
	Recruitment/Incentives	20,000.00	20,600.00	21,218.00
	Total Materials and Goods	**163,686.00**	**171,356.58**	**176,414.48**
5. Equipment Purchase				
	Office and IT Equipment	2,500.00	2,575.00	2,652.25
	Firefighter Personal Protective Equipment	25,000.00	25,750.00	26,522.50
	Firefighting Equipment Allowance	20,000.00	20,600.00	21,218.00
	Rescue Equipment Allowance	20,000.00	20,600.00	21,218.00
	Tools and Equipment Allowance	15,000.00	15,450.00	15,913.50
	Total Equipment Purchases	**$82,500.00**	**84,975.00**	**87,854.25**
	TOTAL OPERATIONS	**$1,066,617.00**	**1,101,375.51**	**1,134,333.98**

Detailed Budget: Continued			2026 Budget	2027 Budget	2028 Budget
6. **Reserves**					
Contribution to capital equipment reserves			189,150.00	194,824.50	200,669.24
Total Reserve Contribution					
TOTAL OPERATING AND RESERVE CONTRIBUTIONS			**1,258,527.00**	**1,296,200.01**	**1,335,003.22**
	# Required	**Replacement Cost**	**Total Capital Cost**	**Useful Life**	**Annual Amortization**
7. **Capital Purchases**					
Fire Engine / Main Pump	1	1,000,000.00	1,000,000.00	20	50,000.00
Fire Engine / Tanker	2	500,000.00	1,000,000.00	20	50,000.00
Rescue Units	3	200,000.00	600,000.00	25	24,000.00
Rapid Attack Units	3	100,000.00	300,000.00	20	15,000.00
All Terrian UTV	3	35,000.00	105,000.00	15	7,000.00
Command Post Trailer	1	15,000.00	15,000.00	20	750.00
Fire Chief Truck	1	72,000.00	72,000.00	12	6,000.00
Deputy Fire Chief Truck	1	72,000.00	72,000.00	12	6,000.00
SCBA Replacement	24	9,000.00	216,000.00	15	14,400.00
AFRRCS Radios	2	5,000.00	10,000.00	1	10,000.00
Total Capital Purchases			**3,290,000.00**		**189,150.00**

SCHEDULE "E-1"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Detailed Three-Year Budget

Year 2026: As specified Year 2027/2028: Increase 3%	Detailed Budget

Operating Revenue

1. The revenue projection is based on: Provincial Highway Rescue and Firefighting Fees

Operating Expenses

2. Salaries, Wages, Benefits and Honorarium

The annual salary/wages for five (5) staff positions:

- A full-time Fire Chief
- A full-time Deputy Fire Chief
- A full-time Administrative Assistant
- Two full-time firefighters:

Honorarium for the following Volunteers:

- 3 District Fire Chiefs (one per fire hall): receive an honorarium of 1,000.00 per month
- 40 Volunteer Firefighter: receive an honorarium while on fire calls, in meetings or in training.
- Funds for stand-by seasonal Volunteer firefighters to be available for on-calls of $20,000.00 for 6-weeks (April to May).

Overtime Allowance: to fund the full-time firefighters time when they are on call that extends past their usual shift end of $11,000.00.

Benefits: The Fire Chief, Deputy Fire Chief and full-time firefighters and administrative staff will receive employee benefits, as well as LAPP pension fund.
Employee benefits costs include CPP. EI, WCB, and extended health and disability benefits. Benefits are calculated at 14.85% and LAPP pension is calculated at 8%.

3. Contracted and General Services

Professional & Consulting Services: ACP Grants, Whitlock Contracting, Junior Firefighter Camp, Emergency Preparedness Week
Mileage: for member use
Meals and Lodging: For training, meetings, conferences, and fire calls
Insurance: Liability and Property
Legal Services: any issues that arise or legal consult for legislation
Membership and Conference Fees: Includes Alberta Fire Chiefs Association of $1,600 for Regional/Stationed Fire Chiefs
Advertising, Printing, Subscriptions: Radio License of $5,000 / Fire Bans, Recruitment, General:
Communication: Telephone / Cellular: Annual Fees: $8,400 / Cell Phone replacement: $750.00 / Telephone Lines: $2,880
Computer Programming: renewing program licenses, anti-viruses
Safety Program: Plan a safety program for members in first three years - $5,000/Additional OH&S Supplies: $1,000.00 per hall
Dispatch Services: Current based on $4.55 per capita
Training and Development: funding the instructors, online courses

4. Materials and Goods

Fuel: Fuel @ $22,000.00
Office Supplies**:** $500.00 x 3 halls = $1,500.00
Fire Hall Rental: Smoky Lake: $32,562.00 Vilna: $32,760.00 Waskatenau: $11,500.00
Municipal Water: water used for firefighting
Equipment / Vehicle Repair: CVIPS, oil changes
Recognition: $2,000/department as per policy
Recruitment: incentive program

5. Equipment Purchases

Office and IT Equipment: Computer and I pad replacement
Fire PPE: replace damaged or expired gear
Firefighting/Rescue Equipment: replace damaged or expired Equipment and keep up with new technology

Bunker Gear Replacements: $5,200.00 – Life 10 years
Firefighter pant / jacket combo - $3,500
Hood and gloves - $350 / Fire Boot - $900 /Fire Helmet - $450
40 members x $5,500 divided by 10 years = $22,000

6. Reserves: Contribution to capital equipment reserves: Based on current asset inventory: The replacement value of the assets and their useful life determine how much should be transferred each year to ensure that there are reserve funds to replace the capital assets when needed.

7. Capital Purchases

Asset Inventory	# Required	Replacement Cost	Total Capital Costs	Useful Life	Annual Amortization
Fire Engines / Pump-Main	1	$1,000,000	$1,000,000	20	$50,000
Fire Engines / Tanker	2	$500,000	$1,000.000	20	$50,000
Rescue Unit	3	$200,000	$ 600,000	25	$24,000
Rapid Attach Units	3	$100,000	$ 300,000	20	$15,000
All Terrain UTV	3	$35,000	$ 105,000	15	$7,000
Command Post Trailers	1	$15,000	$ 20,000	20	$750
Fire Chief Truck	1	$72,000	$ 75,000	12	$6,000
Deputy Fire Chief Truck	1	$72,000	$ 75,000	12	$6,000
			$3,169,000		$189,150.00

Radios (Hand-held Replacement) : 2 Radios at 6,000 every 2 years
Equipment Replacement: Jaws of Life, TIC

SCBA Replacement: 24 SCBA – Life 15 years
Replacement cost: $9,000 / 24 x 9,000 = 216,000 divide by 15 = $14,400

SCHEDULE “F”

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Fixed Fees for Services

1. Fixed Fees for Service

1.1 Upon providing Fire Protection on Property within the Party’s boundaries, the Managing Partner will send an invoice for Fire Protection charges to:

1.1.1 the person causing or contributing to the Fire; or

1.1.2 the owner or occupant of the Property.

1.2 Fire Protection charges will be levied for insurable fires and negligent fires deemed by the Regional Fire Chief.

1.3 The schedule of fees and charges to be charged by the Smoky Lake County Regional Fire Rescue Services for services rendered is in accordance as set forth within each Parties Bylaw.

1.4 In respect to the fees or charges that have been levied and they remain unpaid for longer than ninety (90) days, the Managing Partner will notify the Party in writing, for the Party to use a method most appropriate by the Party to recover the costs and submit to the Smoky Lake County Regional Fire Rescue Services, Managing Partner.

1.5 The Smoky Lake County Regional Fire Rescue Services Advisory Committee reserve the right to waive all or part of any charge for services in their sole judgement and discretion based upon whatever criteria they deem relevant.

SCHEDULE “G”

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Water Usage

1. Water Usage

1.1 At the time of the commencement of this agreement, the Town, Villages and County agree:

- The Town and Village will invoice the County for use of water for Firefighting and Training purposes. This water use will be tracked and reported monthly to the Town and Villages. The Town and Villages will invoice the County based on the reported volumes at their respective water rates.

: .

SCHEDULE "H"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Insurance

Insurance

. Without in any way limiting the liability of the Managing Partner, the County under this agreement shall obtain and maintain in force during the Term:

1.1 Commercial General Liability Insurance in the amount of not less than five million ($5,000,000.00) dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use therefor, and

1.2 Auto Liability Insurance for all motor vehicle uses by the County hereunder with limits or not less than five million ($5,000,000.00) for accidental injury or death to one or more person, or damage to or destruction of property as a result of any one (1) accident or occurrence.

1.3 The County's commercial general liability policy shall contain a cross-liability clause.

1.4 Each Policy for Commercial General Liability shall name the Parties as an additional insured with respect to the Fire Services, as applicable.

1.5 From time to time throughout the Term, the Managing Partner, the County shall furnish to the Parties certificates, or, as required by the Parties, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the Town of their continuation in force.

Property Coverage

1.6 Property Insurance for the fire hall will be the responsibility by the Town and Villages.

1.7 Property Content Insurance for the fire hall will be the responsibility of the Managing Partner and will supply a list of purchases for the year. Such policy shall include the County as a Loss Payee relating loss of or damage to all property supplied by the County and which is in the care, custody and control of the Town and Villages.

1.8 That the Managing Partner, has permission to continue to house the fire apparatus with the Parties' District fire halls.

1.9 All insurance required to be maintained by the Parties shall be on terms and conditions and with insurers reasonably acceptable to the Parties and that such insurer shall provide to the Parties thirty (30) days prior written notice of cancellation or alteration of such policies.

Certificates

1.10 Each party acknowledges and agrees that it shall provide to the other Parties Proof of Insurance, upon being requested to do so in writing.

1.11 Fire Apparatus shall be maintained as per CAN/ULC-S515 and the Fire Underwriters Survey Insurance grading recognition of fire apparatus.

1.12 All Protective Equipment (PPE) shall be purchased, maintained and life cycled as per current Alberta Occupational Health and Safety standards.

Worker Compensation

1.13 Worker's Compensation coverage in respect to the firefighters in the operation of the respective Party's Emergency Services Department, in accordance with all applicable statutes and regulations as be the responsibility of the Managing Partner, the County.

VFIS (Volunteer Firefighter Insurance) Coverage

1.14 Fire Fighter Member Insurance will be paid by the Managing partner, in accordance to **Schedule "E": Three-Year Budget**. and the Policy Holder will be Smoky Lake County.

- Firefighter members are responsible for one-third (1/3) of the cost.

Member Mental Health Insurance

1.15 Firefighter Member Mental Health Insurance will be provided to all members under the Volunteer Firefighter Member and Family Assistance Program (MFAP) and the cost coverage will be One Hundred (100%) by the Managing Partner of the Smoky Lake County Regional Fire Rescue Services.

SCHEDULE "I"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Emergency Dispatch Services

Bonnyville Regional Fire Authority

As Per the Four Municipalities Motions:

SMOKY LAKE COUNTY: December 17, 2010 Motion: 189-10	That Bylaw No. 1217-10: authorize the Municipal Council of Smoky Lake County to establish and enter into an agreement to provide an Emergency 9-1-1 Fire Dispatch Service, be given the THIRD and FINAL READING and that the Reeve and the Chief Administrative Officer are hereby authorized to fix their signatures to all necessary documents and that the corporate seal also be fastened where it is deemed to be necessary.
TOWN OF SMOKY LAKE: September 22, 2010 Motion: #406/10	That the Town of Smoky Lake agrees with the following motion passed at the Joint Municipalities Meeting held in Waskatenau on September 20, 2010: "That Smoky Lake County enter into an agreement with Bonnyville Regional Fire Authority to provide full 9-1-1 Services and Fire Dispatch Services on a per capita basis to the Smoky Lake County Region Municipalities: Smoky Lake County, Town of Smoky Lake, Village of Waskatenau and Village of Vilna; as per recommended action by each respective Council at the Joint Municipalities Meeting held on September 20, 2010."
VILLAGE OF WASKATENAU: September 27, 2010 Motion: 183/2010	That the Village of Waskatenau enter into an agreement with Bonnyville Regional Fire Authority to provide full 9-1-1 Services and Fire Dispatch Services on a per capita basis to the Smoky Lake County Region Municipalities: Smoky Lake County, Town of Smoky Lake, Village of Waskatenau, and Village of Vilna; as per recommended action by each respective Council at the Joint Municipalities Meeting held on September 20, 2010.
VILLAGE OF VILNA: October 15, 2010 Motion: 127-10	That the Village of Vilna accept the Bonnyville bid for 911 Dispatch services as recommended by the Joint Municipalities Board.

SCHEDULE "J"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Ownership and Assets

1. Capital Assets

It is hereby agreed by all the parties to this Agreement that the following vehicles/units used by the fire department are wholly owned by Smoky Lake County:

Station Fire Hall: Smoky Lake	
Unit 405	1997 Freightliner Fire Truck
Unt 407	2001 Ford 550 Rescue Truck
Unit 414A	2008 Keystone Sprinter Command Post Trailer
Unit 424	Command Post Trailer
Unit 445	1997 Ford F700 Rapid Attack Unit
Unit 458	2001 Dodge Ram 1500 4x4 Fire Truck
Unit 459	2014 Freightliner 4x4 Fire Truck
Unit 470	2002 Ford F550 Rapid Attack Unit
Unit 485	2021 Can-Am 800 6x6
Unit 488	2008 Ford E-550 Firefighter Rehab Unit
Jaws of Life	2010 Holmatro – Core Technology Pump, Cutter, Speader and Ram
Compressor	2006 Jordair Air - Kat 6 Compressor and Jordair Fill Station
Station Fire Hall: Vilna	
Unit 401	2011 Freightliner Fire Truck
Unit 415	2008 GMC K 2500 Command Truck
Unit 419	2007 GMC C5500 Rapid Attack
Unit 421	2010 Polaris Ranger 800 6x6
Unit 429	2006 F550 Rescue Truck
Unit 430	1991 F350 Rapid Attack
Unit 451	1998 GMC C7500 Fire Truck
Jaws of Life	2023 Holmatro – Core Technology Pump and Speader
Jaws of Life	2006 Holmatro – Core Technology Cutter and Ram
Compressor	2008 Jordair Air – Kat 6 Compressor and Jordair Fill Station
Station Fire Hall: Waskatenau	
Unit 403	2008 Freightliner Fire Truck
Unit 408	2012 Ford F550 Rescue
Unit 462	2008 GMC 5500 Rapid Attack
Jaws of Life	2008 Holmatro – Core Technology Pump, Cutter, Speader and Ram
Jaws of Life	2018 Holmatro – Core Technology Combi Tool

2. Radios

Alberta First Responders Radio Communication System (AFRRCS) in accordance with Policy Statement No. 02-35-01:

Station Fire Hall: Smoky Lake				
Alias	**Type**	**Model**	**ID Code**	**Serial Number**
SL Chief	Handheld	APX 900	90248-0200	837CUT4536
SL Deputy	Handheld	APX 900	90248-0201	837CUT4584
SL Captain 1	Handheld	APX 900	90248-0202	837CUT4557
SL Captain 2	Handheld	APX 900	90248-0203	837CUT4560
SL Captain 3	Handheld	APX 900	90248-0204	837CUT4543
SL FF 1	Handheld	APX 900	90248-0205	837CUT4556
SL FF 2	Handheld	APX 900	90248-0206	837CUT4535
SL FF 3	Handheld	APX 900	90248-0207	837CUT4533
SL FF 4	Handheld	APX 900	90248-0208	837CUT4539
SL FF 5	Handheld	APX 900	90248-0209	837CUT4565
SL FF 6	Handheld	APX 900	90248-0210	837CUT4544
SL FF 7	Handheld	APX 900	90248-0211	837CUT4564
SL FF 8	Handheld	APX 900	90248-0212	837CUT4561
SL FF 9	Handheld	APX 900	90248-0213	837CUT4551

Radios: ***Condi.***

Alberta First Responders Radio Communication System (AFRRCS)

Station Fire Hall: Smoky Lake			***Condi.***	
Alias	**Type**	**Model**	**ID Code**	**Serial Number**
SL FF 10	Handheld	APX 900	90248-0214	837CUT4552
SL FF 11	Handheld	APX 900	90248-0215	837CUT4553
SL FF 12	Handheld	APX 900	90248-0216	837CUT4550
SL FF 13	Handheld	APX 900	90248-0217	837CUT4546
SL FF 14	Handheld	APX 900	90248-0228	New Radio
SL FF 15	Handheld	APX 900	90248-0229	New Radio
* Town DEM	Handheld	APX 900	90248-0225	837CVD0451
* Town Disaster 1	Handheld	APX 900	90248-0226	837CVD0450
NOTE 1 * : Town DEM, Town Disaster 1 is stationed as Town of Smoky Lake Main Office. and these Radios are owned by the Town of Smoky Lake				
Engine 459	Mobile	APX 1500	90248-0218	466CUT0714
Rescue 407	Mobile	APX 1500	90248-0219	466CUT0708
Engine 405	Mobile	APX 1500	90248-0220	466CUT0690
Command 458	Mobile	APX 1500	90248-0221	466CUT0707
Command Post	Mobile	APX 1500	90248-0010	466CUT0722
Rap Attack 445	Mobile	APX 1500	90248-0222	466CUT0710
Rap Attack 470	Mobile	APX 1500	90248-0223	466CUT0720
County Med 488	Mobile	APX 1500	90248-0227	466CUT0719
County EOC	Mobile	APX 1500	90248-0011	466CUT0703
* Town ECO	Mobile	APX 1500	90248-0224	466CUT0705
NOTE 2 : County EOC is stationed as the County Main Office and the Town ECO is stationed at the Town of Smoky Lake Main Office and radio (*) is owned by Town of Smoky Lake.				
Stationed at Fire Hall			**Model`**	**Serial Number**
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TT7X520
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TSW0954
Smoky Lake Public Works			**Model**	**Serial Number**
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TPH3940
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TPH3974
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TPH3961
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TPH4011
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TPH3967
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TPH3939
Note 3: VHF Radio for Fire Station are cost shared Sixty (60%) County and Forty (40%) Town and the VHF Radio for Public Works are One Hundred (100%) owned by the Town of Smoky Lake.				
Station Fire Hall: Vilna				
Alias	**Type**	**Model**	**ID Code**	**Serial Number**
Vilna Chief	Handheld	APX 900	90248-0300	837CUT4519
Vilna Deputy	Handheld	APX 900	90248-0301	837CUT4515
Vilna Captain 1	Handheld	APX 900	90248-0302	837CUT4567
Vilna Captain 2	Handheld	APX 900	90248-0303	837CUT4555
Vilna Captain 3	Handheld	APX 900	90248-0304	837CUT4521
Vilna Captain 4	Handheld	APX 900	90248-0305	837CUT4529
Vilna FF 1	Handheld	APX 900	90248-0306	837CUT4553
Vilna FF 2	Handheld	APX 900	90248-0307	837CUT4528
Vilna FF 3	Handheld	APX 900	90248-0308	837CUT4517
Vilna FF 4	Handheld	APX 900	90248-0326	New Radio
Vilna FF 5	Handheld	APX 900	90248-0310	837CUT4545
Vilna FF 6	Handheld	APX 900	90248-0311	837CUT4542
Vilna FF 7	Handheld	APX 900	90248-0312	837CUT4540
Vilna FF 8	Handheld	APX 900	90248-0001	837CUT4530
Vilna FF 9	Handheld	APX 900	90248-0002	837CUT4531
Vilna FF 10	Handheld	APX 900	90248-0315	837CUT4547
Vilna FF 11	Handheld	APX 900	90248-0327	New Radio
Vilna FF 12	Handheld	APX 900	90248-0317	837CUT4537
Engine 401	Mobile	APX 1500	90248-0318	466CUT0716
Rescue 429	Mobile	APX 1500	90248-0319	466CUT0718
Engine 451	Mobile	APX 1500	90248-0320	466CUT0715
Command 415	Mobile	APX 1500	90248-0321	466CUT0701

Radios: ***Condi.***

Alberta First Responders Radio Communication System (AFRRCS)

Station Fire Hall: Vilna				***Condi.***
Alias	**Type**	**Model**	**ID Code**	**Serial Number**
Rap Attack 419	Mobile	APX 1500	90248-0322	466CUT0690
Rap Attack 430	Mobile	APX 1500	90248-0323	466CUT0721
Smoky Lake Link	Mobile	APX 1500	90248-0324	466CUT0685
Waskatenau Link	Mobile	APX 1500	90248-0325	466CUT0698
Stationed at Fire Hall			**Model`**	**Serial Number**
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TTMR139
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871QU2103
Station Fire Hall: Waskatenau				
Alias	**Type**	**Model**	**ID Code**	**Serial Number**
Wask Chief	Handheld	APX 900	90248-0100	837CUT4526
Wask Deputy	Handheld	APX 900	90248-0101	837CUT4558
Wask Captain 1	Handheld	APX 900	90248-0102	837CUT4532
Wask FF 1	Handheld	APX 900	90248-0103	837CUT4518
Wask FF 2	Handheld	APX 900	90248-0104	837CUT4554
Wask FF 3	Handheld	APX 900	90248-0105	837CUT4520
Wask FF 4	Handheld	APX 900	90248-0106	837CUT4525
Wask FF 5	Handheld	APX 900	90248-0107	837CUT4559
Wask FF 6	Handheld	APX 900	90248-0108	837CUT4527
Wask FF 7	Handheld	APX 900	90248-0109	837CUT4516
Engine 403	Mobile	APX 1500	90248-0110	466CUT0721
Rescue 408	Mobile	APX 1500	90248-0111	466CUT0706
Rap Attack 462	Mobile	APX 1500	90248-0112	466CUT0717
Stationed at Fire Hall			**Model`**	**Serial Number**
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871TRFD803
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871IQU0396
Fire Hall	Very High Frequency (VHF) Handheld		XPR 7550	871ISA0215
Station Fire Hall: Smoky Lake County				
Alias	**Type**	**Model**	**ID Code**	**Serial Number**
Regional Chief	Handheld	APX 6000	90248-0017	481CZZ4328
Regional Deputy	Handheld	APX 6000	90248-0018	481CZZ4327
Peace Officer	Handheld	APX 4000	90248-0016	426CZZ0694
County DEM	Handheld	APX 900	90248-0006	837CUT4524
SLC Disaster 1	Handheld	APX 900	90248-0007	837CUT4548
SLC Disaster 1	Handheld	APX 900	90248-0008	837CVD0449
Regional Chief	Mobile	APX 1500	90248-0004	466CUT0711
Regional Deputy	Mobile	APX 1500	90248-0012	466CUT0695
Peace Officer	Mobile	APX 1500	90248-0005	466CUT0713
County Cat	Mobile	APX 1500	90248-0013	
County Water Truck	Mobile	APX 1500	90248-0014	
County Pilot Truck	Mobile	APX 1500	90248-0015	

SCHEDULE "K"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Health and Safety Program

1. Health and Safety Program

1.1 As the Managing Partner, the employer has the unfettered right and responsibility to ensure the fire department members and staff follow Policy Statement No. 02-24-01: Health and Safety Policy – which is the County's Health and Safety Program Policy Manual.

1.2 The Managing Partner, Health and Safety Coordinator will be designated to conduct safety inspections.

1.3 All personal protective equipment (PPE) shall be purchased, maintained and life cycle as per current Alberta Occupational Health and Safety standards.

SCHEDULE "L"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Dispute Resolution Procedures

1. DEFINITIONS

In this Schedule, in addition to terms defined elsewhere in the agreement, the following words and phrases have the following meanings:

1.1 **Arbitrator:** means the person appointed to act as such to resolve any Dispute.

1.2 **Arbitration:** means a process whereby each of the parties, with or without legal counsel agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect to any Disputes.

1.3 **Disclosed Information:** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration.

1.4 **Dispute:** means any matter that the Parties are unable to resolve themselves, which includes but is not limited to a difference of opinion, differing interpretation or a divergence of interest. Notwithstanding this, an Event of Default is not a Dispute for the purpose of this Schedule.

1.5 **Mediation:** means a process whereby a Representative of each party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process.

1.6 **Mediator:** means the person appointed to facilitate the resolution of a Dispute between the Parties.

1.7 **Representative:** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

2. PRINCIPLES OF DISPUTE RESOLUTION:

The County, Town and the Villages acknowledge and agree that:

2.1 In any business relationship a difference of opinion or interpretation or a divergence of interest may arise.

2.2 The County, Town and the Villages are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

2.3 The following process shall apply in any respect to Disputes which are either referred to or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure.

2.4 The Parties 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 these negotiations as further contemplated within ***Schedule "L".***

3. DISPUTE PROCESS

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

3.1 first, by Negotiation.

3.2 second, by way of Mediation; and

3.3 third, if agreed to mutually by the Parties by Arbitration.

Negotiation, Mediation, or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within the Agreement.

4. NEGOTIATION

4.1 A Party shall give written notice **("Dispute Notice")** to the other Parties of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following the receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

5. MEDIATION

5.1 If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.

5.2 In such event, either Party shall be entitled to provide the other Parties with a written notice **("Mediation Notice")** specifying:

5.2.**1** The subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and

5.2.**2.** The nomination of an individual to act as the Mediator.

5.3 The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.

5.4 Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their Dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between all the Parties.

5.5 In the event that:

5.5.**1** The Parties do not agree on the appointment of the Mediator with thirty (30) days of the Mediation Notice.

5.5.**2** The Mediation is not complete within thirty (30) days after the appointment of the Mediator; or

5.5.**3.** The Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice.

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall deemed to have failed to be resolved by Mediation.

6. ARBITRATION

6.1 If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Parties with written notice **("Arbitration Notice")** specifying:

6.1.**1.** The subject matters remaining in Dispute and the details of the matters in Dispute are to be arbitrated; and

6.1.**2.** The nomination of an individual to act as the Arbitrator.

6.2 Within fourteen (14) days following receipt of the Arbitration Notice, the other Parties shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Parties. Should the Parties fail to agree to resolve any of disputed items by the Arbitration, this Dispute Resolution Process shall come to an end.

6.3 Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.

6.4 Should the parties fail to agree on a single arbitrator with the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Kings Bench of Alberta to have the Arbitrator appointed.

6.5 The terms of reference for Arbitration shall be those areas of Dispute referred to in the Arbitration Notice, and the receiving Parties' response thereto.

6.6 The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules **(the "Rules")** established from time to time by the ADR Institute of Canada Inc. unless the Parties agree to modify the same pursuant to any Arbitration Agreement. The *Arbitration Act* (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the *Act*, the Rules shall prevail. Notwithstanding the forgoing, any such Arbitration shall be conducted in the English language.

6.7 The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:

6.7.**1** Forty-five (45) days, if the subject matter of the Dispute is less than $250,000.00; or

6.7.**2** Ninety (90) days, if the subject matter of the Dispute is greater than $250,000.00.

6.8 The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.

6.9 The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

6.10 Judgment upon any award **(an "Award")** rendered in any such Arbitration may be entered in any court having jurisdiction therefor, or application may be made to such, court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.

6.11 The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer to such matter to Arbitration in accordance with Schedule or apply to the appropriate court for relief.

7. PARTICIPATION

7.1 The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

8. LOCATION

8.1 The place for Mediation and Arbitration shall be within the Town of Smoky Lake, or such other location as the Parties may agree.

9. SELECTION OF MEDIATOR AND ABITRATOR

9.1 Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director and other individual fulfilling that role for the ADR Institute of Canada Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

10. COSTS

10.1 Subject to clause 6.8 of this Schedule, in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator, and the cost of the facilities required for Mediation and Arbitration.

11. DISCLOSED INFORMATION

11.1 All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

SCHEDULE "M"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Fire Investigations and Inspections

1. Fire Investigations and Inspections

1.1 The County will provide the services to the Town and Villages with regards to fire investigation and fire inspection.

- Fires that require investigation due to their nature will be completed by the Office of the Fire Commissioner.
- Fire Inspections will be completed by the Office of the Fire Commissioner.

2. Fire Safety Codes

2.1 Quality Management Plan (QMP) is part of an approved quality management system required by the Safety Codes Act, managed by Smoky Lake County.

2.2 The Parties are not accredited by the Safety Codes Council in the Fire Discipline.

SCHEDULE "N"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Municipal Documentations

LEASE AGREEMENTS - Motions		
TOWN OF SMOKY LAKE: Month Date Year Motion: #000/25	That the Town of Smoky Lake agrees	Lease Agreement is an exhibit to this Agreement and forms part of this Bylaw. N-1
VILLAGE OF WASKATENAU: Month Date Year Motion: #000/2025	That the Village of Waskatenau	Lease Agreement is an exhibit to this Agreement and forms part of this Bylaw. N-2
VILLAGE OF VILNA: Month Date Year Motion: #000	That the Village of Vilna	Lease Agreement is an exhibit to this Agreement and forms part of this Bylaw. N-3

FIRE PROTECTION SERVICES: Bylaw(s) with Fixed Fees for Services		
Fire Protective Services: Bylaw		
Smoky Lake County	Bylaw NO. 1487-25	Bylaw is an exhibit to this Agreement and forms part of this Bylaw. N-4
Town of Smoky Lake	Bylaw NO.	Bylaw is an exhibit to this Agreement and forms part of this Bylaw. N-5
Village of Waskatenau	Bylaw NO.	Bylaw is an exhibit to this Agreement and forms part of this Bylaw. N-6
Village of Vilna	Bylaw No.	Bylaw is an exhibit to this Agreement and forms part of this Bylaw. N-7

SCHEDULE "O"

SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES

Policies Listing

The Policies Listing Schedule is a "Living Document" and will list Policies as established during the Term of the Agreement. New Policies will form part of this Bylaw.

POLICY	TITLE	DATE
Policy Statement No. 02-06-03	Regional Years of Service Award Program for Volunteer Firefighters	December 8, 2020
Policy Statement No. 02-15-01	Fire Department Standard Operating Guidelines (SOG)	September 20, 2007
Policy Statement No. 02-30-01	Regional Fire and Rescue Committee (RFRC): Firefighter Fitness Evaluation	May 5, 2017
Policy Statement No. 02-31-01	Regional Fire and Rescue Committee (RFRC): Firefighter Recruitment	October 12, 2017
Policy Statement No. 02-35-01	Alberta Fire Responders Radio Communications System (AFRRCS)	October 22, 2018
Policy Statement No. M01-10-03	Fire Chief – Job Description	October 12, 2017
Policy Statement No. M01-39-01	Deputy Fire Chief – Job Description	October 12, 2017
Policy Statement No. M01-15-01	Fire Protective Services Clerk – Job Description	June 17, 2022
Policy Statement No. M01-38-01	Firefighter – Job Description	October 12, 2017
Policy Statement No. M01-44-01	District Fire Chief – Job Description	December 8, 2020

SMOKY LAKE COUNTY

Title: Risk Pro Management: Terms of Reference		Policy No.: 02-02
Section: 14	Code: P-I	Page No.: 1 of 3

Legislation Reference:	Municipal Government Act, Chapter M26.1 – Section 201.

Purpose:	The essential elements of Risk Management require a Committee and Coordinator to successfully implement a "Risk Management Program" required to document and track, with clear goals and responsibilities.

Policy Statement and Guidelines:

1. RISK PRO MANAGEMENT: COMMITTEE

The Risk Management Committee performs risk management functions according to the **Policy Statement 14-01: Risk Management**. The Committee is comprised of representatives from key departments that will help implement risk improvements within the community.

Roles:

- Develop and recommend a policy-level statement of commitment to the Jubilee Risk Pro Training Program for adoption by Council.
- Review and assess the claims experience of Smoky Lake County and Peer Groups Program to help determine risk improvement priorities.
- Prepare technical recommendations to the senior management team and Council regarding risk improvement priorities.
- Review existing policies and procedures relating to key exposure areas for Smoky Lake County and, where necessary, make recommendations to Council for amendments.
- Collaborate with the Risk Management Coordinator in the implementation of risk improvements.
- Develop and implement a tracking and internal reporting process to ensure that Smoky Lake County is kept well-informed of incidents and claims with the municipality.
- Assess incidents and claims with the municipality to determine, where possible, causes and contributing factors.
- Develop and implement a practical document retention program related to the training objectives.

Policy Statement and Guidelines:

2. RISK PRO MANAGEMENT: COORDINATOR

In-house champion to facilitate the successful implementation of training deliverables and will facilitate the County's progress through the **Jubilee Risk Pro Training Program** training process and the implementation of risk improvements.

Roles:

- Primary responsibility for completion of the pre-work for each training module.
- Participate in all Jubilee Risk Pro training modules.
- Identify key individuals within the organization that should attend specific training modules and encourage their participation.
- Initiate and organize meetings of the Risk Pro Management Committee and prepare Committee meeting agendas.
- Provide internal status and progress reporting to the management team and Council.
- Primary responsibility for compliance with the audit requirements.
- Collaborate with the Risk Control Coordinators in other communities to share successes and assist each other with effecting risk improvements.

3. RISK PRO MANAGEMENT: COMMITTEE MEMBERS

The initial membership of the Risk Pro Management Committee consists of representatives from the following key targeted claims areas to utilize their expertise to suggest ways of improving risk control practices in our community.

- **County Council:** By resolution County Council will appoint the **Reeve** or **Deputy Reeve** to serve on the Risk Pro Management Committee at each Organizational Meeting.

Title: Risk Pro Management: Terms of Reference		Policy No.: 02-02
Section: 14	Code: P-I	Page No.: 3 of 3

Policy Statement and Guidelines:

- **Public Works Department:** Responsible for the design, construction, inspection and maintenance of the roadways and sidewalks.
  - **Safety Department:** Inspection of Public facilities.
- **Utilities Department:** Responsible for the design, construction, inspection and maintenance of the municipal sewer and water and natural gas infrastructure.
- **Agricultural Service Board:** Responsible for the implementation, organization and monitoring of the roadside vegetation management, herbicides applications, water control and drainage.
- **Administration:** Responsible for the implementation, organization, monitoring and communicating:
  - Municipal Added Named Insured
  - Financial Management
  - Planning and Development
- **Emergency and Protective Services:** Responsible for the implementation, organization and monitoring of Fire Services and Peace Officer Services.
- **Recreation:** Responsible for the implementation, organization and monitoring of trails, parks, lake facilities and playground spaces.

	Date	Resolution Number
Approved	November 9, 2007	# 55-07 - Page # 8531
Amended	December 3, 2015	#187-15 - Page # 12005
Amended		

Smoky Lake County Policy

Title:	**Agricultural Society Council Appointment (Non-Voting Member)**		
		Policy #	Version
Category:	Elected Officials (EO)	**EO-55**	**01**

LEGISLATIVE REFERENCE:

- Municipal Government Act (MGA), RSA 2000, c. M-26
  - s. 153 – Duties of Councillors
  - s. 201 – Roles & Responsibilities of Council and Administration
- Agricultural Societies Act (Alberta)

PURPOSE:

To establish the terms of reference for Smoky Lake County Council's appointment of one Council member and one alternate member to sit as a non-voting representative on an Agricultural Society within the Smoky Lake Region. This policy clarifies the mandate, expectations, and reporting responsibilities associated with the appointment.

STATEMENT:

Smoky Lake County recognizes the value of cooperation with local agricultural societies in fostering regional agricultural development, community events, and rural quality of life. Council may appoint one member to participate as a non-voting representative on an Agricultural Society within the Smoky Lake Region when requested.

This appointment is intended to enhance communication, strengthen municipal–community relationships, and support alignment between County objectives and agricultural programming, while respecting the Society's autonomy.

This appointment shall be made at the annual Organizational Meeting.

OBJECTIVE:

The appointed Councillors will:

- Strengthen communication between the Agricultural Society and Smoky Lake County Council.
- Share relevant municipal updates, priorities, and initiatives that support regional agriculture and community development.
- Bring forward high-level concerns, opportunities, or emerging issues from the Society that may impact the County.
- Foster positive municipal–community relationships while respecting the Society's independent governance structure.
- Participate in discussions without voting authority, maintaining a liaison role only.

MEETING ATTENDANCE:

- The appointed Councillors shall attend meetings as scheduled by the Agricultural Society.
- If the appointed Councillors cannot attend, an alternate Councillors may be designated by Council resolution or by consensus at a Council meeting.
- The Councillors must not act in any operational or administrative capacity for the Society.

REPORTING REQUIREMENTS:

- The Councillors will provide verbal or written reports to Council during Regular Council Meetings under Committee Reports.
- Reports should summarize:
  - Key discussion topics
  - Community events
  - Requests or concerns
  - Items requiring Council attention

LIMITATIONS OF ROLE:
The appointed Councillor:

- Shall not vote or influence internal governance decisions.
- Shall not act on behalf of the Agricultural Society.
- Shall not access or disclose confidential information except in accordance with applicable legislation (e.g., ATIA).
- Has no authority to commit County resources without Council authorization.

REVIEW CYCLE:
This policy shall be reviewed every four (4) years or following a municipal election, or earlier if required to reflect legislative or organizational changes.

	Date	Council Resolution #	Version
Adopted	December 18, 2025	Motion # 1179-25	01
Amended			
Reviewed			

SMOKY LAKE COUNTY

Title: Smoky Lake Foundation: Terms of Reference		Policy No.: 06-01
Section: 05	Code:	Page No.: 1 of 1

Legislation Reference:	Alberta Provincial Statutes

Purpose:	Smoky Lake Foundation is listed under the **Public Health & Welfare Services.** Smoky Lake Foundation was incorporated in the Year 1976 under the Senior Citizens Housing Act. Smoky Lake County entered into an Agreement with Alberta Housing Corporation and the Town of Smoky Lake, Village of Vilna and in Year 1982 with the Village of Waskatenau to establish the Smoky Lake Foundation. Governed by Bylaw, municipal representatives include Smoky Lake County – two members, Town of Smoky Lake – one member, Village of Vilna – one member and Village of Waskatenau – one member. Appointments made at County Organizational Meeting.

Policy Statement and Guidelines:

1. MEMBERSHIP:

1.1 Two members of Council.

1.2 Two members as alternates.

2. MANDATE:

2.1 To govern the activities of Smoky Lake Bar-V-Nook Manor and Vilna Lodge.

2.2 Manage other provincial senior housing facilities, as required.

2.3 Set the annual budget and establish policies related to senior housing needs.

	Date	Resolution Number
Approved	October 21, 2010	# 972-10 - Page # 9488
Amended		
Amended		

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1371-20

BEING A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY, IN THE PROVINCE OF ALBERTA TO ESTABLISH AND GOVERN THE SMOKY LAKE REGIONAL HERITAGE BOARD.

WHEREAS the Heritage of Smoky Lake is the tangible expression of the intangible historical, cultural, aesthetic, and social values that gives our communities their sense of time and place and is the cultural expression of what that place is.

WHEREAS culture and al expression is an anchor for development.

WHERAS the municipalities of the Smoky Lake Region enjoy a positive record of successful cooperation in Heritage Management Planning.

WHEREAS the Smoky Lake County Council as Managing Partner, and the Member Municipalities of the Smoky Lake Region each desire to establish the means to manage the heritage that belongs to the citizens of Smoky Lake Region.

AND WHEREAS, pursuant to the *Municipal Government Act,* R.S.A. 2000, Chapter M-26, Council may pass by-laws in relation to the establishment, functions, procedures, and conduct of Council committees.

NOW THEREFORE the Council of Smoky Lake County, in the Province of Alberta, hereby enacts as follows:

1. NAME & ESTABLISHMENT

1.1 The **Smoky Lake Regional Heritage Board** is hereby established and is referred to as the "Board" or the “SLRHB” within in this Bylaw.

2. BRANDING & LOGO

2.1 The Logo of the SLRHB appears as follows:





The design is based on a drawing found on page 8 of *Between River and Lake*. Warspite Victoria Trail Historical Society, 1989., and depicts the distinctive ‘House in the Middle of the Road’ (HITMOR, or Anderson House) Municipal Historic Resource.

2.2 The SLCRHB may vary, modify, or create such branding as it deems necessary from time to time.

3. DEFINITIONS

3.1 **Advisory**: A function having to do with preparing and disseminating advice, which the recipient is free to accept in part or in whole, or to reject.

3.2 **Built Heritage**: Heritage assets/resources in the form of constructed objects including buildings, forts, trails, roadways, ferry landings, cemeteries, and fence lines.

3.3 **Cultural Heritage:** Artistic expression of values, emotions and entertainment rooted in communities' origins, including but not limited to, visual arts, poetry, prose, dance, music, theatre and other traditions and customs.

3.4 **Board:** The Smoky Lake Heritage Board, a committee established to take responsible charge of community interest in a heritage asset or assets (property) distinct from the legal ownership thereof.

3.5 **Ecological Heritage:** Ecological relationships among plants, animals, humans, the land, water and wetlands, and forests inherited from earlier generations of humans.

3.6 **Heritage:** The tangible expression of the historical, cultural, aesthetic and social values that give communities their sense of time and place and are the cultural expression of what is that place.

3.7 **Heritage Assets/Resources:** Assets or resources whether owned by the public or privately, that express the heritage of a community through historical, cultural, aesthetic and / or social value beyond their material value, whether captured by markets or not.

3.8 **Landscape Heritage:** Topographic and land use patterns expressed as sight lines and horizons inherited from the land use practices and definitions of property rights of previous generations of people in a locality. This may also be referred to as a 'Cultural Landscape"

3.9 **Managing Partner**: Smoky Lake County shall be the Managing Partner for the Smoky Lake Regional Heritage Board.

3.10 **Member Municipalities**: Those municipalities within the Smoky Lake Region which have adopted this bylaw.

3.11 **Smoky Lake Region:** Encompasses all municipalities within the Smoky Lake area, including Smoky Lake County, the Town of Smoky Lake, the Village of Vilna, and the Village of Waskatenau.

4. PURPOSE AND MANDATE OF THE BOARD

The purpose and mandate of the Board are:

4.1 To manage aspects of the survey, identification, evaluation, designation, preservation, restoration, planning, financing, and development of the heritage of Smoky Lake Region.

4.2 To advise the Member Municipality Councils on any policy and regulatory matters relating to the heritage and heritage resources of the Region, including the 20-Year Heritage Management Plan.

4.3 To stimulate public interest and an appreciation and knowledge of heritage, and heritage activities, and encourage, promote and advocate for the preservation and safeguarding of the integrity of landscape

heritage, ecological heritage, cultural heritage events and built heritage in the Smoky Lake Region.

4.4 To collaborate with any other partners, agencies, boards, commissions, departments, and municipalities, in the delivery of the aforementioned purposes.

5. FUNCTIONS

The Board will undertake the following functions, subject to the provisions of this Bylaw and all other regional bylaws and Provincial and Federal laws.

5.1 Provide services and support, both expert and financial, to historical and heritage organizations and individuals to increase their capacity to contribute and encourage private initiative and investment in the heritage of the Smoky Lake Region.

5.2 Serve as a focal point for volunteer historical and heritage interests in the Smoky Lake Region.

5.3 Encourage and assist private owners to protect and restore designated heritage assets through projects, expert advice, recognition of initiative, conservation advice, and advocacy of public policies to provide incentives of all kinds including tax rebates and deferrals, financial inducements, grants, building codes, services of the public works department and infrastructure. The Board shall not, implicitly or explicitly, commit Member Municipalities to any expenditures.

5.4 Work with the private sector to promote economic development based on the heritage resources of the Smoky Lake Region.

5.5 Act as a resource and advisor to Member Municipality Councils and may be requested by other municipal councils to advise on all matters relating to heritage. Ay efforts provided to other municipal councils shall be at no cost to Smoky Lake.

5.6 Seek out expert talent and skills related to heritage issues as they may arise.

5.7 On behalf of the Smoky Lake Regional Heritage Board, and with the full knowledge of the Member Municipality Councils, and Administration, solicit, apply for and receive grants or donations from foundations, other orders of government, the private sector and individuals to carry out specific projects and to support historical and heritage organizations.

5.8 Ensure that any privately donated funds received are applied to the specific purpose designated by the donor.

5.9 Assist in defining, identifying, evaluating and designating historical and heritage assets for inclusion in Member Municipality, Provincial, National and Global inventories of heritage assets.

5.10 Publicly acknowledge the efforts of individuals, groups and businesses who have worked on and supported:

5.10.1 The preservation and promotion of the Region's heritage.

5.10.2 Significant contributions to the restoration of the heritage of the Smoky Lake Region.

5.11 Serve as an advocate respecting heritage issues within the Smoky Lake Region and Province.

5.12 Provide advice to increase public knowledge and awareness of the heritage of the Smoky Lake Region through education and promotion.

5.13 Invite, hear and consider representations by individuals and community groups on matters of the Smoky Lake Region's heritage.

6. STRUCTURE

6.1 The Members of the Board, hereafter called the "Members", will consist of not less than three (3) and not more than nine (9) individuals appointed by Member Municipality Councils.

6.2 Member Municipality Councils may engage an independent panel to examine nominations and make recommendations for appointment.

6.2.1 The Member Municipalities shall collaboratively share the membership of the Board as follows:

6.2.1.1 Smoky Lake County: up to five (5) members

6.2.1.2 Town of Smoky Lake: up to two (2) members

6.2.1.3 Village of Waskatenau: up to one (1) member

6.2.1.4 Village of Vilna: up to one (1) member

6.3 Nothing shall prevent a Member Municipality from appointing one or more Councillors to the Board, if deemed appropriate.

6.3.1 Board membership with respect to Elected Officials and Members-at-Large with Elected Official membership less than 50% and not a requirement to receive the benefits of heritage management.

6.4 The selection of appointees shall be from nominations, according to three criteria:

6.4.1 Commitment to the Smoky Lake Region's heritage.

6.4.2 Talents and skills needed to achieve the purpose of the Heritage Board.

6.4.3 Demonstrated ability to be team players.

6.5 A Call for Nominations shall be triggered if Board membership falls below five (5) members.

6.6 A Call for Nominations shall be advertised in the local media at least fourteen (14) days prior to the closing date for nominations.

6.7 The Board will be composed of citizens-at-large.

6.8 The majority of Board members must reside in the Smoky Lake Region.

6.9 All appointments are for a term of one (1) year and shall be made at the Member Municipalities' Annual Organizational Meetings, or as required from time-to-time.

6.10 Any number of vacancies on the Board may be filled, at any time, by a resolution of a Member Municipality Council. Any members so appointed shall serve out the remainder of the year and then be eligible for reappointment at the next Annual Organizational Meeting.

6.11 The Members of the Board may request that Council terminate the appointment of any member who is absent for more than three consecutive meetings, or who misses three meetings within a six-month period unless such absence has been authorized by resolution of the Board.

6.12 A Member Municipality Council may terminate any of its member's appointment at any time.

6.13 Every Board Member must uphold and comply with this Bylaw.

7. EXECUTIVE OFFICERS

7.1 The Election of Executive Officers shall be done at the first meeting following Council's Organizational Meeting.

7.2 The Board members will select a Chair, Vice-Chair, Secretary-Treasurer from among their members and these persons shall be known as the Executive Officers of the Board.

7.3 The Secretary and Treasurer positions may be held by the same person.

7.4 The duties of the Chair will be to:

7.4.1 Call meetings of the Board.
7.4.2 Act as chair at all meetings of the Board.
7.4.3 Enforce the Bylaws.
7.4.4 Represent the Heritage Board at meetings of Member Municipalities and at public functions.
7.4.5 Be a leader and mediator.

7.5 The duties of the Vice-Chair will be to:

7.5.1 Act as Chair in the absence of the Chair.
7.5.2 Oversee the nomination and Board member selection procedure and submit the selected nominees to the Smoky Lake Council for ratification.

7.6 The duties of the Secretary will be to:

7.6.1 Conduct the correspondence.

7.6.2 Issue the notice of meetings.

7.6.3 Keep minutes of all meetings.

7.6.4 Have custody of all records and documents.

7.6.5 File documents and records as required by the County, grantors and private and corporate donors.

7.7 The duties of the Treasurer will be to:

7.7.1 Keep or oversee the keeping of financial records.

7.7.2 Carry out the banking.

7.7.3 Prepare and sign cheques / cheque vouchers for co-signature.

7.7.4 Report on the financial transactions and status of the Board at every Board meeting.

7.7.5 Ensure that the books of account are audited annually.

7.7.6 Ensure that the Board makes no expenditure that is beyond budgeted limits, unless the prior authorization of the County is obtained.

8. PROCEDURES

8.1 All meetings of the Board shall be open to the public, and no person shall be excluded except for disrespectful conduct or unless the Board meets within a Closed Session under the conditions and provisions of the *Municipal Government Act* and the *Freedom and Protection of Information* (FOIP) Act.

8.2 The Board will meet at least quarterly, with at least seven (7) days public notice of meetings.

8.3 Quorum for the Board is a three (3) member or simple majority of the existing members of the Board, whichever is greater and must be obtained within thirty (30) minutes from the advertised start of a Board meeting.

8.4 The Board may solicit input from the public at any time and hold public meetings.

8.5 The Board may engage staff and consultants, subject to approval and procedures established by Smoky Lake County.

8.6 The Board may not incur deficits or debt on behalf of itself or the Member Municipalities.

8.7 The Board shall not own property.

9. RELATIONSHIP TO MEMBER MUNICIPALITY COUNCILS

9.1 Member Municipality Councils appoints members to the Board.

9.2 A Member Municipality Council may designate heritage assets upon the recommendation of the Board, following identification and evaluation for merit according to provincial and / or national criteria.

9.3 The Board shall report to Joint Municipalities on at least an annual basis about projects, programs, advice to Member Municipality Councils, financial transactions, and fund raising on an annual basis.

10. REMUNERATION

10.1 Membership on the Board is primarily voluntary. Except by resolution of individual member municipalities, no remuneration will be paid for service as a member.

10.2 Board Members shall be reimbursed for reasonable out-of pocket expenses and mileage to attend each meeting of the Board and committee meetings in accordance with prevailing Member Municipality policies.

11. COMMITTEES

11.1 The Board may establish sub-committees as required, including but not limited to the following:

11.1.1 A panel to review and monitor heritage and historic resources identification, evaluation and designation.

11.1.2 Heritage project and commemorative marker committee.

11.1.3 A restoration, finance and grant review committee.

11.2 The Board may appoint persons from outside the Board to a sub-committee and is encouraged to do so.

11.2.1 Sub-committee members will be reimbursed for reasonable out-of pocket expenses and mileage to attend each meeting of the Board and sub-committee meetings in accordance with prevailing Member Municipality policies.

11.3 Sub-committees shall be chaired by a Board member, shall keep a record of meetings and meeting plans, and shall report back to the Board on a regular basis.

11.4 Sub-committees may solicit public input at any time and hold public meetings.

12. BUDGET

12.1 A budget for projected revenue and expenditures for the operations of the Board in the administration of this bylaw will be submitted to Member Municipality Councils.

12.2 The revenue side of the Board's budget may include public sector grants, private contributions, and any amounts which the Member Municipalities allocate to the Board.

12.3 The aim is for wherever possible, that the Board establish and sustain financial independence from Member Municipalities.

12.4 Budgeted revenues and expenditures will be administered by the Board and audited by the Member Municipality auditors according to municipal policies and practices.

12.5 Monies contributed to the annual budget by Member Municipalities towards expenditures on projects, signage, etc., are to be allocated to projects located within that Member Municipality’s boundaries.

13. CODE OF PRACTICES

13.1 The following principles shall guide all operations of the Smoky Lake Regional Heritage Board:

13.1.1 Transparency.
13.1.2 Public accountability.
13.1.3 Impartial and ethical relationships.
13.1.4 Approachability.
13.1.5 Companion to organized and individual heritage initiatives, especially those taken by non-governmental organizations (volunteer organizations), to help get their job done.
13.1.6 Respect for private property rights.
13.1.7 Constructive contribution to Board and community cohesion.
13.1.8 Simple processes and practices.

13.2 The Smoky Lake Regional Heritage Board shall not at any time act in a manner that is contrary to or inconsistent with any legal obligation(s) of the Member Municipalities.

14. INDEMNIFICATION

14.1 The Board shall act in accordance with all provisions of the *Municipal Government Act* that apply to such municipal board.

14.2 Subject to the provisions of the *Municipal Government Act*, each member of the Board or committee established by the Board shall be indemnified by the Member Municipality Council against expenses reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been an officer or member of the Board or committee of the Board, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to have not acted in good faith in the performance or intended performance of his or her functions and duties as an officer or member. This indemnity does not apply if the claim or action is in Private and corporate may be made to the Member Municipality as a donation to a municipality and shall in their entirety be credited to the revenue of the Board's budget.

14.3 Subject to the provisions of the *Municipal Government Act*, no member or officer for the time being of the Board or Board committee shall be liable for the acts, neglects or defaults of any other member or officer of the Board or for joining in any act for conformity or for any loss, damages or expense happening to the Board through tortuous act of any person, firm, or corporation with whom or which any funds or property of the Board shall be lodged or deposited, or for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of his or her respective duties in relation thereto, unless all or any of the same shall happen by or through the willful act, default or neglect of such member, officer or committee member.

14.4 The Member Municipalities shall apply to the Court for any approval of the Court which may be required to make the indemnities herein effective and enforceable. Each member or officer of the Board or committee member on being appointed shall be deemed to have contracted with the Board upon the terms of the foregoing indemnities. Such indemnities shall continue in effect with regard to actions arising out of the term each member or officer held in such office notwithstanding that he or she no longer continues to hold such office.

14.5 The Member Municipalities shall purchase and maintain insurance for the benefit of any or all members, officers or committee members against personal liability incurred by any such person as a member or officer.

15. SEVERABILITY

15.1 If any portion or section of this Bylaw is found to be invalid, the remaining portions remain in force.

16. REPEAL AND EFFECTIVE DATE

16.1 Smoky Lake County Bylaw No. 1236-11 is repealed upon the passing of this Bylaw.

16.2 This Bylaw comes into effect on the date of Third Reading.

READ A **FIRST TIME** IN COUNCIL THIS **10th** day of **DECEMBER**, AD **2020.**

_____
Craig Lukinuk
Reeve

S E A L

_____
Gene Sobolewski
Chief Administrative Officer

READ A **SECOND TIME** IN COUNCIL THIS **24th** day of **June,** AD **2021**.

READ A **THIRD AND FINAL TIME, THIS 24th** day of **June**, AD **2021.**

_____
Craig Lukinuk
Reeve

S E A L

_____
Gene Sobolewski
Chief Administrative Officer

IN WITNESS WHEREOF this bylaw is executed on behalf of the participating Municipalities, by the hands of their officers duly authorized in that behalf and under each municipal seal affixed:

Village of Waskatenau

_____	_____
Mayor	**Chief Administrative Officer**
Village of Waskatenau	**Village of Waskatenau**
DATE: _____	**DATE:** _____

Village of Vilna

_____	_____
Reeve	**Chief Administrative Officer**
Village of Vilna	**Village of Vilna**
DATE: _____	**DATE:** _____

TOWN OF SMOKY LAKE

_____	_____
Mayor	**Chief Administrative Officer**
Town of Smoky Lake	**Town of Smoky Lake**
DATE: _____	**DATE:** _____

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1345-19

A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BEING A BYLAW OF SMOKY LAKE COUNTY TO ESTABLISH THE DEVELOPMENT AUTHORITY FOR SMOKY LAKE COUNTY.

WHEREAS Section 624 of the *Municipal Government Act R.S.A. C m-26. 2000*, as amended, "the "Act") required that a Municipal Council establish a Development Authority Bylaw.

WHEREAS the purpose of this bylaw is to establish the Development Authority.

NOW THEREFORE the Council of Smoky Lake County, in the Province of Alberta, hereby enacts as follows:

1. NAME

1.1. This Bylaw may be known as the Smoky Lake County "Development Authority Bylaw".

2. **DEFINITIONS**

The following words and phrases mean:

2.1. **"Act"** means the Municipal Government Act, RSA 2000, c-M-26 and successive Acts and amendments thereto.

2.2. **"Council"** means the Reeve and Councillors duly elected in the Smoky Lake County and who are eligible to continue to hold office.

2.3. **"Development Authority"** means person(s) established under Section 3 herein to perform the duties and functions of a Development Authority under the Act.

2.4. **"Development Authority Officer" or Development Officer** means the person(s) occupying the position established under Section 4 herein.

2.5. **"Development Permit"** means a document authorizing a development, issued in accordance with the Land Use Bylaw, the Subdivision and Development Regulations and the Act.

2.6. **"Land Use Bylaw"** means the Land Use Bylaw of Smoky Lake County, pursuant to the Act.

2.7. **"Municipal Planning Commission"** means the Municipal Planning Commission established under the Bylaw of Smoky Lake County.

2.8. **"Regulations"** means the Regulations passed pursuant to the Act.

2.9. For questions of clarity, definition, or interpretation, it is the intent of this Bylaw to refer to Smoky Lake County Procedural Bylaw 1303-17 or subsequent equivalent.

3. ESTABLISHMENT OF DEVELOPMENT AUTHORITY

3.1. The Development Authority is hereby established.

3.2. The Development Authority shall be:

3.2.1. The Municipal Planning Commission of Smoky Lake County;

3.2.2. The Development Authority Officer of Smoky Lake County;

3.3. The Development Authority has those duties, powers, and functions as set out in the Act, the Land Use Bylaw, and this Bylaw, and any regulations made thereunder. These include:

3.3.1. The powers, duties, and functions of the Municipal Planning Commission (MPC) described in the Land Use Bylaw and Municipal Planning Commission Bylaw of Smoky Lake County.

3.3.2. The powers, duties, and functions of the Development Authority Officer described in the Land Use Bylaw of Smoky Lake County.

4. ESTABLISHMENT OF DEVELOPMENT AUTHORITY OFFICER

4.1. The position of designated officer for the limited purpose of exercising the powers, duties, and functions of a Development Authority Officer is hereby established.

4.2. The Development Authority Officer shall be appointed by a resolution of Council.

4.3. The powers, duties, and functions of the Development Authority Officer shall be those described for the Development Authority Officer in the Land Use Bylaw of Smoky Lake County and such additional powers as are described under the Act, Regulations, or this Bylaw.

4.4. The Development Authority Officer may sign, on behalf of the Development Authority, any order, decision, approval, notice, or other thing made or given by it.

5. SEVERABILITY

5.1. It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Bylaw is deemed valid and enforceable.

6. REPEAL AND EFFECTIVE DATE

6.1. Bylaw 994-95 shall be repealed upon the passing of this Bylaw.

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

READ A **FIRST TIME** IN COUNCIL THIS **23rd** day of **May, 2019.**

READ A **SECOND TIME** IN COUNCIL THIS **23rd** day of **May, 2019.**

READ A **THIRD AND FINAL TIME** IN COUNCIL THIS **23rd** day of **May, 2019.**

_____
Craig Lukinuk, Reeve

S E A L

_____
Cory Ollikka,
Chief Administrative Officer

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1478-25

A BYLAW OF THE SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA, to authorize the Municipal Council to enter into a JOINT AGREEMENT to establish the provision of a Smoky Lake Region-Kosiv District Ukraine Twinning Committee, for the purpose of pursuing joint projects of benefit to Smoky Lake County, Town of Smoky Lake, and Kosiv District, Ukraine**.**

****

WHEREAS the Municipal Government Act, S.A. 2000, c. M-26 as amended ("the Act") provides that a Municipal Council may pass such bylaws to enter into an agreement as to the joint control and management of anything that concerns respective municipalities; and

AND WHEREAS, the Smoky Lake County wishes to enter into a Joint Agreement with the Town of Smoky Lake to pursue joint projects of benefit to Smoky Lake County, Town of Smoky Lake, and Kosiv District, Ukraine, all pursuant to the laws of the Province of Alberta and operate such undertaking as per *"Schedule A"* included in this Bylaw.

NOW THEREFORE the Council of the Smoky Lake County, in the Province of Alberta, duly assembled, in consideration of the mutual covenants contained herein, agrees to a Joint Agreement of a Smoky Lake Region-Kosiv District Ukrainian Twinning Committee, as jointly executed, by the municipalities of Smoky Lake County and Town of Smoky Lake.

1. **TITLE**

   This bylaw may be cited as the "Ukrainian Twinning Committee" bylaw.

2. **REPEAL**

   Bylaw No. 1404-21 Ukrainian Twinning Committee Terms of Reference is hereby repealed.

3. **EFFECTIVE DATE**

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

READ A **FIRST TIME** IN COUNCIL THIS **11th** day of **September,** AD **2025.**

READ A **SECOND TIME** IN COUNCIL THIS **11th** day of **September,** AD **2025**.

READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS 11th** day of **September,** AD **2025.**

_____
REEVE,
Jered Serben

SEAL

_____
Interim CHIEF ADMINISTRATIVE OFFICER,
Brenda Adamson

Schedule "A" - *Terms of Reference*

Smoky Lake Region-Kosiv District Ukrainian Twinning Committee

B E T W E E N:

SMOKY LAKE COUNTY – BYLAW N0. 1478-25
a Municipal Corporation, in the Province of Alberta
Box 310, 4612 McDougall Drive
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as "County")

OF THE FIRST PART

AND

TOWN OF SMOKY LAKE – BYLAW N0. 012-2025
a Municipal Corporation, in the Province of Alberta
Box 460, 56 Wheatland Avenue
Smoky Lake, Alberta T0A 3C0
(hereinafter referred to as the "Town")

OF THE SECOND PART

Hereinafter referred to collectively as the "**Smoky Lake Region**".

****

WHEREAS, the Smoky Lake County wishes to enter into a Joint Agreement with the Town of Smoky Lake to establish the provision of a **Smoky Lake Region-Kosiv District Ukrainian Twinning Committee (Committee),**

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, and intending to be legally bound hereby, the parties agree as follows in accordance with the provisions of the Terms of Reference outlined:

Schedule "A" - *Terms of Reference (continued)*

1. VISION

Execution of Memorandum of Understanding on Cooperation for a three (3) year term between

KOSIV DISTRICT, IVANO-FRANKIVSKA OBLAST, UKRAINE

AND

SMOKY LAKE REGION, ALBERTA, CANADA

---

2. PURPOSE OF COMMITTEE

2.1. One of the Committee's key roles and responsibilities is to recommend an annual Ukrainian Twinning Project Plan, created jointly with Kosiv District, to the two member Councils (Town of Smoky Lake and Smoky Lake County) and, upon approval, to monitor and assist in the implementation and execution of that plan.

2.2. Whether a multi-year or annual update to the Ukrainian Twinning Project Plan, the Committee is responsible for overseeing its development and for bringing the plan forward for the approval of the two member Councils.

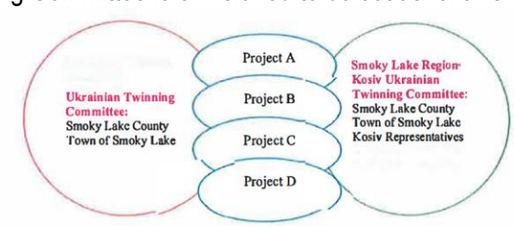
2.3. The Committee is the representative body for the two municipalities in the ongoing discussions with Kosiv District representatives for project execution.

2.4. The Committee identifies potential project opportunities for the Twinning Project Plan.

2.5. Before recommending the Twinning Project Plan to each respective Municipalities' council, the plan should include, but not be limited to:

- 2.5.1 A review of the current project action plan including status and performance measures.
- 2.5.2 An assessment of the Region's / individual municipalities'/Kosiv District's current economic situation and overall business climate.
- 2.5.3 Recommended actions that ensure the region / municipalities are well-positioned to take full advantage of new and emerging Twinning opportunities.
- 2.5.4 Specific action items which further promote and enhance business retention, growth and new business attraction, between Smoky Lake Region and Kosiv District.
- 2.5.5 An outline of the Twinning Project plan's specific goals/objectives and related performance measures and targets.
- 2.5.6 A proposed action plan responding to specific issues to be reviewed and explored in more detail which have been brought forward by the Councils of the Municipalities. This may also involve stakeholder or broader public consultation, depending on the specific issue(s) the Committee has been asked to address.

2.6 The structure of the Ukrainian Twinning Committee and the Smoky Lake Region – Kosiv Ukrainian Twinning Committee is envisioned to be set as follows:



The Smoky Lake Region-Kosiv Ukrainian Twinning Committee identifies projects of interest to both Regions. The project resourcing Is determined by Smoky Lake Ukrainian Twinning Committee and Kosiv Representatives, and project reporting is to both the Smoky Lake Ukrainian Twinning Committee by the Smoky Lake accountable parties (monthly or bimonthly), and to the larger group (quarterly). The project accountable parties may be municipal, regional, or private entities, depending on the project.

3 FUNCTIONAL RESPONSIBILITIES OF COMMITTEE

Ukrainian Twinning Committee is Intended to serve as both a strategic advisory committee to the Municipalities and as a senior-level, multi-stakeholder oversight committee who:

Schedule "A" - *Terms of Reference (continued)*

3.1 Provides broad-based community leadership, experience, and expertise in helping build and effectively implement the Region's Twinning Project Plan.
3.2 Oversees and is responsible (accountable) for recommending Twinning opportunities to the two member Councils for approval.
3.3 Monitors, assists, and helps guide in the implementation and execution of the plan.
3.4 Manages the Committee's annual budget and seeks funding opportunities to support projects.
3.5 Provides resources to the project teams for project execution.
3.6 Identifies specific goals / objectives, corresponding performance measures and targets, and makes recommendations for fine-tuning the Twinning Project Plan, as required.
3.7 Responds to specific requests by the two Councils to review, further consider, advise and/or undertake consultations around a particular Twinning opportunity.
3.8 Consults with and maintains contact with regional businesses, volunteers, community leaders, and other stakeholders, as required.
3.9 Meets quarterly with Kosiv District Committee to review and assign project teams, build relationships, and confirm compliance to strategy.
3.10 Communicates with the Smoky Lake public and other stakeholders on strategy, project execution and other celebrations.

4. COMMITTEE MEMBERSHIP

4.1 The Committee shall be comprised of a total of four (4) Elected Officials from the Municipalities as outlined in Section 4.2 and shall be appointed by a resolution of Council.
4.2 The membership shall include:
- Two (2) member(s) from the Town of Smoky Lake (serving throughout their term).
- Two (2) member(s) from Smoky Lake County (serving throughout their term).

4.3 Each respective Council shall ensure that an Alternate elected member to the Committee.
4.4 Non-voting participants of the Committee meetings are the two Chief Administrative Officers of the Municipalities (or their respective designate), and/or the Twinning Project Manager.

5 GOVERNANCE AND PROCEDURES

5.1 Annually, during the month of November, the Committee shall hold a meeting at which time a Chair and Vice-Chair shall be elected from its membership for the ensuring year.
5.2 The Chair and Vice-Chair, with the approval of the Committee, shall establish (or reconfirm) the operating ground rules for committee meetings and ensure that these are in accordance with generally accepted standards and practices.
5.3 Regular meetings are to be held quarterly on a date and time agreed to by the Committee, and at other such times as the Committee determines necessary.
5.4 Special meetings of the Committee may be called by the Chair or Vice-Chair provided that not less than two (2) full business days notice is given to each member of the committee.
5.5 No regular or special meeting of the Committee shall be convened unless the Chair or Vice-Chair is present.
5.6 In-Camera or Closed Session portions of meetings can lawfully be held in private and not open to the public only in accordance with the Municipal Government Act and only to discuss information that the Committee is either: prohibited from disclosing, required to refuse to disclose, or has refused to disclose under discretion and in accordance with the POPA (Protection of Privacy Act) or other legislation.
5.7 A quorum for regular and special meetings of the Committee shall be not less than three (3) members.
5.8 All members shall have equal voting privileges on issues / items where a vote is called, with a simple majority (with quorum) deciding any vote.

6 ROLES OF MANAGING PARTNER OF THE COMMITTEE

6.1 The Managing Partner shall:
6.1.1 Be the Town of Smoky Lake
6.1.2 Assist the Committee in responding to specific issues that the Municipalities have requested to be reviewed or considered in more detail.
6.1.3 Prepare agendas, maintain minutes, records, and action lists; as well as prepare

Schedule "A" - *Terms of Reference (continued)*

correspondence relating to the Committee's ongoing activities and joint meetings with Kosiv District representatives; and shall provide quarterly reporting of such to the Municipalities.

6.1.4 Assist the Committee in responding to specific issues that the two member Councils have requested be reviewed or considered in more detail.

6.1.5 Monitor and manage financial resources including any funds received.

6.1.6 Prepare, oversee, and advise the Committee on its operating budget which must also be approved respective Municipalities' Council; and present interim budget updates as requested by the Committee.

6.1.7 Prepare an annual year-end report for submission to each respective Municipalities Council on the various initiatives and activities undertaken.

6.2 The Twinning Project Manager shall:

6.2.1 Be the Managing Partners' Chief Administrative Officer, unless reassigned otherwise by the Committee.

6.2.2 Plan, organize, and direct the completion of specific twinning projects while ensuring the projects are on budget and within scope.

6.2.3 Liaison with the Municipalities' Chief Administrative Officers as issues arise.

6.2.4 Assist the Committee in carrying out its primary purpose, roles and responsibilities related to the pursuit of twinning opportunities between the Smoky Lake Region and Kosiv District.

6.2.5 Refer specific twinning project matters to the Committee for its' information, review, consideration and/or recommendations.

7 FUNDING FORMULA

7.1 Funding Formula for each respective municipality's budget contribution shall be:

Town of Smoky Lake:	50%
Smoky Lake County:	50%

and any municipality may, by resolution of the respective Council, contribute additional funds.

7.2 Finances shall be administered by the Managing Partner of the Committee.

7.3 Budgets shall be prepared annually by the Committee and presented to each respective Municipalities Councils for approval.

7.4 Any per diems and/or expenses for Committee members shall be paid by the Committee members' respective municipality, unless specifically provided for in the Project budgets.

IN WITNESS WHEREOF the Municipalities hereto execute this Agreement and affixed their corporate seals of its proper signing officers duly authorized:

SMOKY LAKE COUNTY

DATE: _____ _____

Reeve, Smoky Lake County

_____

Chief Administrative Officer, Smoky Lake County

TOWN OF SMOKY LAKE

DATE: _____ _____

Mayor, Town of Smoky Lake

_____

Chief Administrative Officer, Town of Smoky Lake

Schedule "B"

MEMORANDUM OF UNDERSTANDING ON COOPERATION
BETWEEN
KOSIV TOWN COUNCIL OF KOSIV DISTRICT IVANO-FRANKIVSKA REGION, UKRAINE
AND
SMOKY LAKE REGION, ALBERTA, CANADA

Recognizing the long cultural and historic connections and friendships that exist between citizens of Ivano-Frankivsk Region and the Province of Alberta, recognizing the commitment shared in improving and sustaining the historic and cultural connections, Kosiv Town Council of Kosiv District Ivano-Frankivsk Region and Smoky Lake Region enter into this Memorandum of Understanding on Cooperation to work together to:

- support efforts to prepare and execute a Twinning Agreement between Kosiv Town Council of Kosiv District Ivano-Frankivsk Region and the Smoky Lake Region;
- support opportunities for collaboration between private sector organizations by facilitating connections and direct introductions;
- facilitate opportunities for collaboration in the areas of education, culture, economics and social initiatives.

This Memorandum of Understanding on Cooperation will be for a period of three (3) years, effect Date being October 1, 2025. Extension for any additional period will be at mutual written consent.

This Memorandum of Understanding on Cooperation will be signed in both Ukrainian and English, with both versions having equal standing.

Signed at Smoky Lake, Alberta this 2nd day of July, 2025.
Effective Date being October 1, 2025

[redacted]
Jered Serben,
Reeve,
Smoky Lake County

[redacted]
Amy Chemiwchan,
Mayor,
Town of Smoky Lake

Signed at Kosiv, Ivano-Frankivsk Region, this 7th day of July, 2025.

[redacted]
Yurii Ploskonos,
The Head of Kosiv Town Council of Kosiv District Ivano-Frankivsk Region

Schedule "B"

МЕМОРАНДУМ ПРО ВЗАЄМОРОЗУМІННЯ ЩОДО СПІВПРАЦІ
МІЖ
КОСІВСЬКОЮ МІСЬКОЮ РАДОЮ КОСІВСЬКОГО РАЙОНУ, ІВАНО-ФРАНКІВСЬКОЇ ОБЛАСТІ, УКРАЇНА ТА
РЕГІОНОМ СМОКІ ЛЕЙК, АЛЬБЕРТА, КАНАДА

Визнання тривалих культурних та історичних зв'язків і дружби, що існують між жителями Івано-Франківської області та провінцією Альберта, визнання спільної мети щодо поліпшення та підтримки історичних і культурних зв'язків, Косівська міська рада Косівського району Івано-Франківської області та регіон Смокі-Лейк укладають цей Меморандум про взаєморозуміння щодо спільної роботи для:

- підтримування зусиль з підготовки та виконання Угоди про побратимство між Косівською міською радою Косівського району Івано-Франківської області та регіоном Смокі Лейк;
- підтримування можливості для співпраці між організаціями приватного сектору шляхом сприяння встановленню зв'язків та прямих контактів;
- сприяння більш широким можливостям для співпраці в сферах освіти, культури, економіки та громадських ініціатив.

Цей Меморандум про взаєморозуміння щодо співпраці буде діяти протягом трьох (3) років, дата початку дії – 1 жовтня 2025 року. Подовження на будь-який додатковий період буде здійснюватися за взаємною письмовою згодою.

Цей Меморандум про взаєморозуміння щодо співпраці укладається у двої примірниках на українській та англійській мовах, кожен з яких має однакову юридичну силу.

Підписано в Smoky Lake, AB, 2nd Day of July, 2025
Дата набрання чинності – 1 жовтня 2025 року

[redacted]

Jered Serben,
Reeve,
Smoky Lake County

[redacted]

Amy Cherniwchan
Mayor,
Town of Smoky Lake

Підписано в м. Косів, Івано-Франківської області, 7th Day of July, 2025.

[redacted]

Юрій Плосконос,
Міський голова Косівської міської ради Косівського району Івано-Франківської області