

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

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

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

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

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

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

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

- 1. THAT the Smoky Lake Region Intermunicipal Collaboration attached hereto as "Appendix A" of this Bylaw is hereby adopted.
- 2. This Bylaw may be cited as "Smoky Lake Region Intermunicipal Collaboration Framework."
- 3. This Bylaw may be amended by Bylaw in accordance with the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended.
- 4. Should any provision of this Bylaw be found invalid, the invalid provision shall be severed and the remaining Bylaw shall be maintained.
- 5. This Bylaw repeals Town of Smoky Lake Intermunicipal Collaboration Framework Bylaw No. 002-2020 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 <u>29th</u> day of	May, 2023 .
READ A SECOND TIME IN COUNCIL THIS <u>29th</u> day of _	May, 2023 .
READ A THIRD AND FINAL TIME, WITH THE UNANI PRESENT, THIS 29th day of May, 2023.	IMOUS CONSENT OF ALL COUNCILLORS
	Original Signed.
	Mavor

Mayor
SEAL
Original Signed.

Chief Administrative Officer



Municipality	Date/Motion	Bylaw No.
Smoky Lake County	June 1, 2023 – Motion #	1439-23
Town of Smoky Lake	June 1, 2023 – Motion # 278-2023	004-2023
Village of Vilna	June 1, 2023 – Motion #	
Village of Waskatenau	June 1, 2023 – Motion #	701-2023

Appendix A

Smoky Lake Region

INTERMUNICIPAL COLLABORATION FRAMEWORK

May, 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

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
Α	ICC Terms of Reference
В	Working Group Terms of Reference
С	Discussion Protocols
D	Town of Smoky Lake & Smoky Lake County IDP
Е	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.

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**.

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

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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		Smoky Lake			
of Understanding (MOU): Highway 28/63 Regional Water Services Commission and Smoky Lake County	Intermunicipal	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		Village of	Village of Vilna		
Grounds,	Intermunicipal	Village of	Smoky Lake	Ongoing	
Modified		Vilna	County		
Landfill Site					
Agreement					

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	
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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 Third Party:	Unknown	Unspecified	
Milenet Master Agreement	Municipal	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
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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
			Town of Smoky Lake	
Joint Licensed			Village of Vilna	
Water/Wastewater	Intermunicipal		Village of	
Operator			Waskatenau	
			Smoky Lake County	

4.10.3 SOLID WASTE

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

4.10.4 RECREATION AND COMMUNITY SERVICES

DESCRIPTION	CATEGORY	PROVIDER	PARTICIPANTS	TIMEFRAME
			Town of Smoky Lake	
			Village of Vilna	
Joint Library Board	Intermunicipal		Village of	
			Waskatenau	
			Smoky Lake County	
Community Closet/	Intermunicipal		Town of Smoky Lake	
Take It or Leave It	Intermunicipal		Smoky Lake County	
			Town of Smoky Lake	
			Village of Vilna	
Bylaw Enforcement	Intermunicipal		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			Town of Smoky Lake	
Subdivision and			Village of Vilna	
Development	Intermunicipal		Village of	
Appeal			Waskatenau	
Board/Training			Smoky Lake County	
Joint Development	Municipal		Smoky Lake County	
Officer	iviumcipai		Town of Smoky Lake	
Joint Subdivision			Town of Smoky Lake	
and Development			Village of Vilna	
Appeal Board	Municipal		Village of	
(SDAB)			Waskatenau	
(JDAD)			Smoky Lake County	
			Town of Smoky Lake	
MuniSight GIS Agreement	Intermunicipal		Village of Vilna	
		MuniSight	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.
- 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.

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.

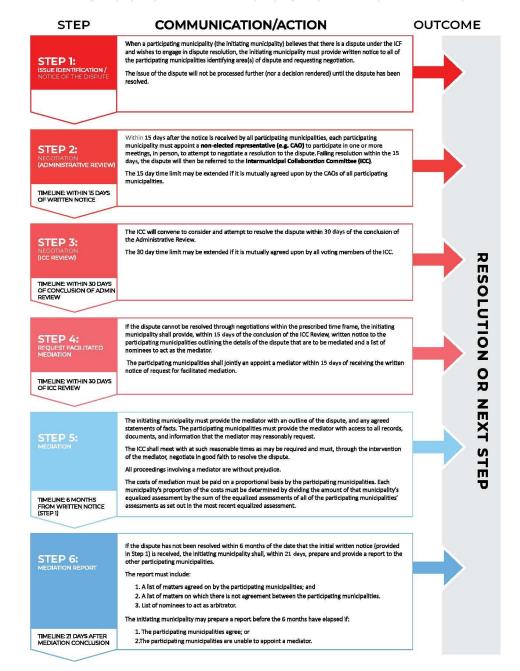
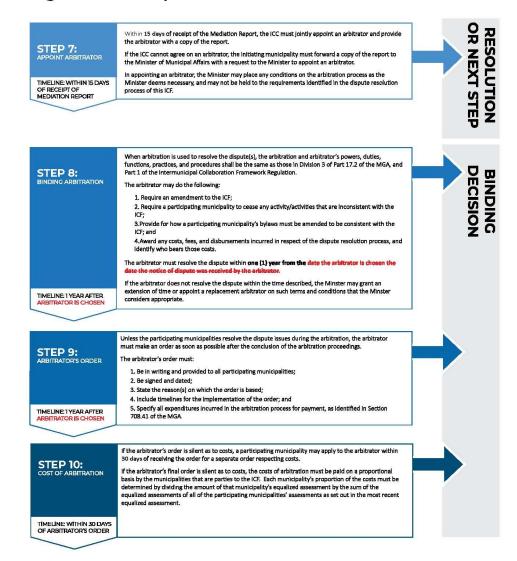


Figure 1. ICF Dispute Resolution Process Continued



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
- 2. The initiating municipality must give written notice to the responding municipalities that the dispute has been satisfactorily resolved.

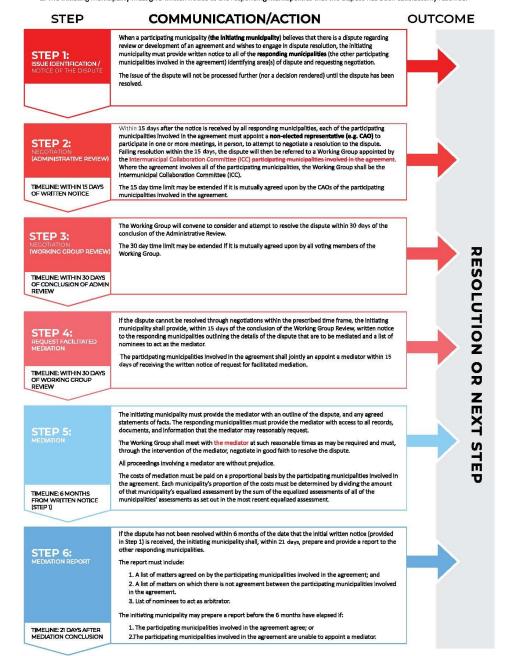
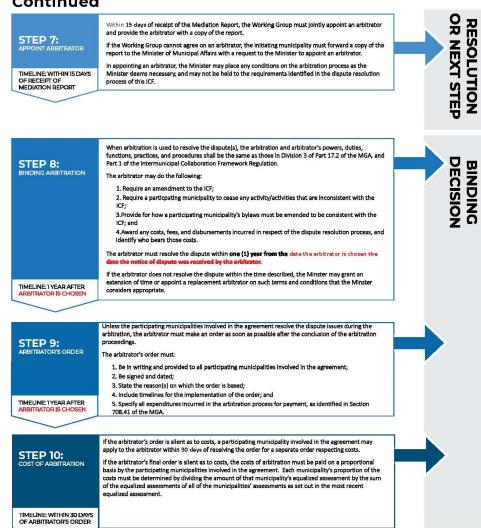


Figure 2. Service Agreement Dispute Resolution Process Continued



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
TOWN OF SMORT LAKE	Chief Administrative Officer
VILLAGE OF VILNA	One elected official
VILLAGE OF VILNA	Chief Administrative Officer
VILLAGE OF WASKATENAU	One elected official
VILLAGE OF WASKATENAU	Chief Administrative Officer
SMOKY LAKE COUNTY	Two elected officials
SMORT LAKE COUNTY	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 SMOVY LAVE	Two elected officials
TOWN OF SMOKY LAKE	Chief Administrative Officer
VILLAGE OF VILNA	One elected official
VILLAGE OF VILNA	Chief Administrative Officer
VILLAGE OF WASKATENALL	One elected official
VILLAGE OF WASKATENAU	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