



**BYLAW NO.04-2025
OF THE TOWN OF SMOKY LAKE
IN THE PROVINCE OF ALBERTA**

A BYLAW OF THE TOWN OF SMOKY LAKE IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MUNICIPAL COUNCIL TO ENTER INTO AN INTER-MUNICIPAL REGIONAL FIRE RESCUE SERVICES AGREEMENT TO ESTABLISH THE PROVISION OF A SMOKY LAKE COUNTY REGIONAL FIRE RESCUE SERVICES, THROUGH THE EXECUTION OF AN AGREEMENT BETWEEN THE SMOKY LAKE COUNTY, 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 Town of Smoky Lake wishes to enter into an Inter-Municipal Regional Fire Services Agreement with the Smoky Lake County, 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: Inter-Municipal Regional 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 Town of Smoky Lake, 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

Town of Smoky Lake **Bylaw No. 012-15** known as the “Joint Agreement for Smoky Lake Region Fire and Rescue Committee shall be repealed upon the passing of this Bylaw; **AND**

Town of Smoky Lake **Bylaw No. 01-2021** 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;

EFFECTIVE DATE

This Bylaw shall come into force and effect on third and final reading.

READ a FIRST time this 27th Day of January 2025.

READ a SECOND time this 18th Day of November 2025.

READ a THIRD and FINAL time this 18th Day of November 2025.

Original Signed _____

Marianne Prockiw-Zarusky
Mayor

Original Signed _____

Molly Fyten
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.

BETWEEN:



SMOKY LAKE COUNTY - BYLAW NO. 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 NO. 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 NO. 000-2025
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 NO. 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

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”**.
- 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, Edward, 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 RESPONSIBILITIES**
- 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.
- 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.
 - 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 policies 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

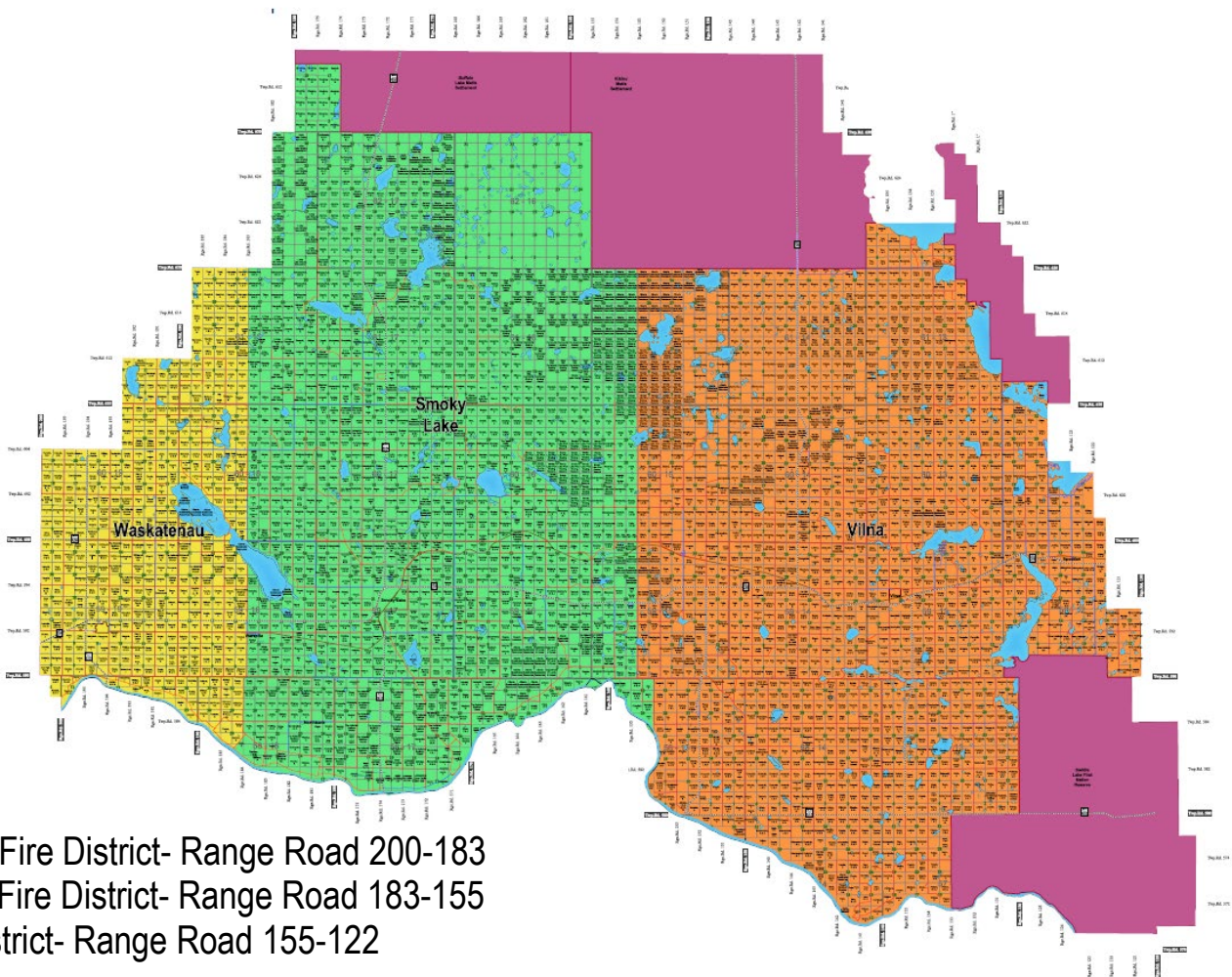
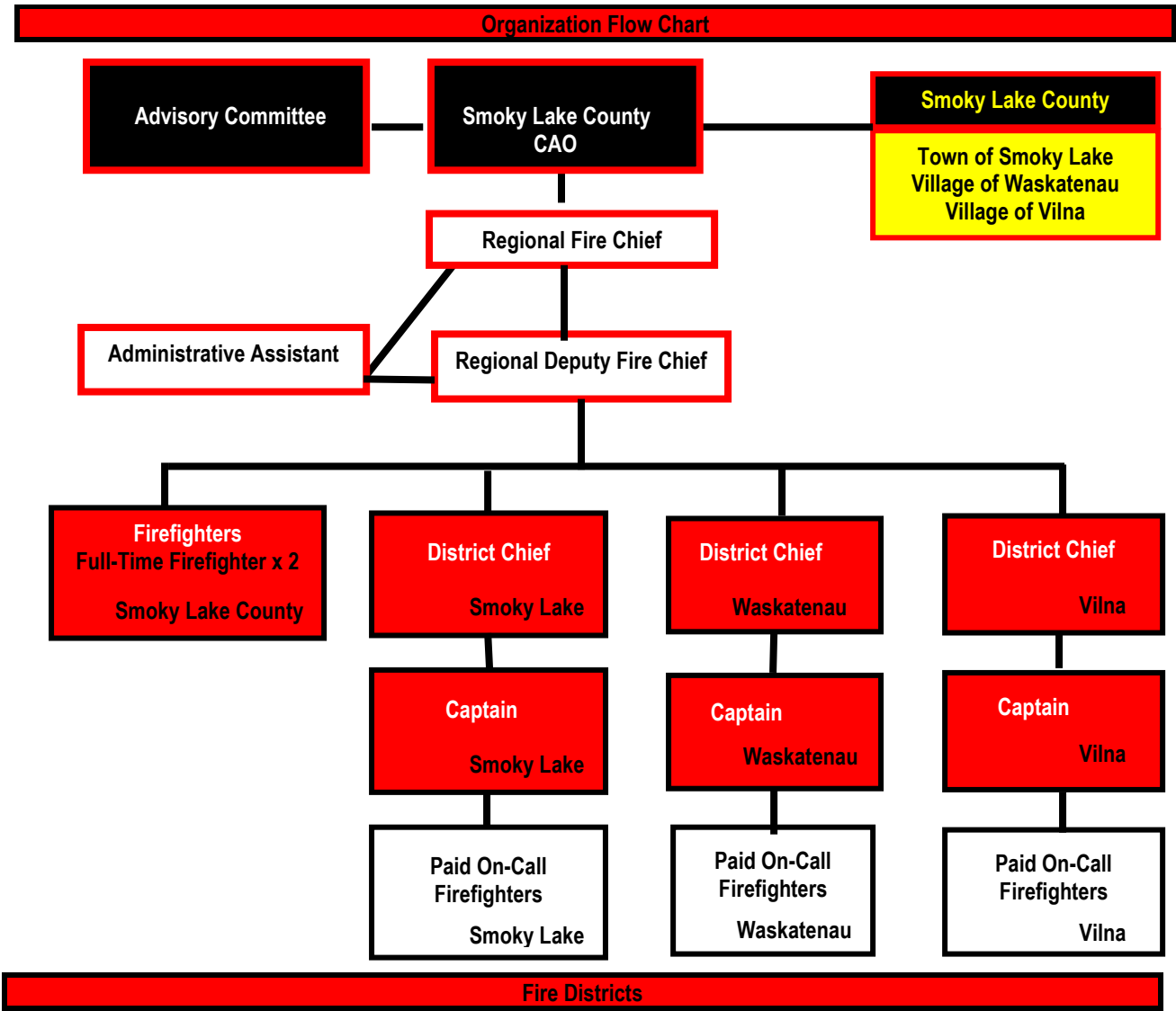
Emergency Services Provided	Definitions of Emergency Levels of Service	Level or Training Standard
FIRE FIGHTING SERVICES		
FIRE SUPPRESSION	Structural: <u>Defensive Attack</u> - Exterior firefighting will be performed when it is unsafe to enter a structure due to insufficient manpower, training, equipment, 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 and exposure control. <u>Offensive Attack</u> - 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. <u>Vehicle</u> - Extrication includes safe removal of trapped or pinned occupants of motor vehicles collisions using hand, air, electric, or hydraulic operated extrication tool. <u>Wildland</u> - 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
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



- 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
Village of Vilna					\$40,425.79	\$41,635.52	\$42,880.54
Village of Waskatenau					\$42,510.99	\$43,785.18	\$45,095.53
Note: Town and County capital apparatus ownership buyout of \$36,747.67							
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
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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/Stationsed 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		SCBA Replacement: 24 SCBA – Life 15 years			
Equipment Replacement: Jaws of Life, TIC		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.

AGREEMENT – I – 1



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, Spreader 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 Spreader
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, Spreader 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	8711QU0396
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 be 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