

**1.0 Call to Order**

**2.0 APPROVAL OF AGENDA**

**3.0 APPROVAL OF MINUTES –**

- A. March 6<sup>th</sup> 2024

**4.0 Public Submissions**

- A.

**5.0 BUSINESS ARISING**

- A. Recreation Survey
- B. Annual Peace Officer Report
- C. Extension Request for 2023 Financial Statement
- D. Fire Services

**6.0 Development Matters**

- A.

**7.0 New Business**

- A. 2024-01 Tax Rate Bylaw
- B. 2024-02 Special Tax Bylaw

**8.0 Committee Reports**

- A. Councillor Reports

**9.0 CAO Reports**

- A. Disbursements, CAO Action List

**10.0 Response to Delegations**

- A.

**11.0 Additional Items**

- A.

**12.0 Correspondence**

- A.

**NEXT MEETING May 1<sup>st</sup> 2024**

**ADJOURNMENT**

### **3.0 A March 6<sup>th</sup> 2024**

#### **Recommendation:**

*That Council approve the minutes from the March 6<sup>th</sup> 2024 Regular Council meeting.*

#### **Background:**

Council Meeting Minutes are attached for review.

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MINUTES  
**SUMMER VILLAGE OF SUNSET POINT**  
REGULAR MEETING OF COUNCIL  
March 6<sup>th</sup> 2024 @ 5:16pm.

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**IN ATTENDANCE** Mayor Gwen Jones  
Deputy Mayor Riley Ekins  
Councillor Keir Packer  
Matthew Ferris CAO

**1.0 CALL TO ORDER** Mayor Jones called the meeting to order at 5:20pm

**2.0 Approval of AGENDA** MOVED by Councillor Packer that the March 6<sup>th</sup> 2024 Agenda be approved as presented.

Res. #2024 – 039

CARRIED

**3.0A APPROVAL OF Minutes** MOVED by Deputy Mayor Ekins that Council approves the February 6<sup>th</sup> 2024 Regular Council Meeting Minutes as amended.

Res. #2024 – 040

CARRIED

**4.0A Public Submission**

Council recessed at 5:26pm until 5:29pm

**5.0A ABSC Snow Groomer**

Res. #2024-041 Moved by Mayor Jones that the village directs Administration to provide a \$500.00 donation to the Snow Groomer to ABSC.

CARRIED

**5.0 B Garbage Bin Damage**

2024 – 042 Moved by Deputy Mayor Ekins that Council accepts the discussion for information.

CARRIED

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MINUTES  
**SUMMER VILLAGE OF SUNSET POINT**  
REGULAR MEETING OF COUNCIL  
March 6<sup>th</sup> 2024 @ 5:16pm.

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**5.0C Garbage Services Contract**

2024 –043     Moved by Mayor Jones that Council accepts the discussion for information  
CARRIED

**5.0D Fire Services**

2024 –044     Moved by Mayor Jones that Council authorizes Administration to spend up to \$1000.00  
on legal fees regarding Onoway cancellation of the fire service agreement.  
CARRIED

**6.0 Development Matters**

2024 –044     Moved by Mayor Jones that Council directs Administration to send a letter regarding  
concerns of the proposed development to Lac Ste. Anne County.  
CARRIED

**7.0 New Business**

**NA**

**7.0A Pay Simply**

2024 –045     Moved by Deputy Mayor Ekins that Council directs Administration to enter into a  
contract with Pay Simply regarding enhancing payment options for the village.  
CARRIED

**8.0 Committee Reports**

**A. Council Reports**

Res. #2024 – 046     MOVED by Mayor Jones that Council accept the Committee  
Reports for information.  
CARRIED

**9.0 CAO REPORTS**

**A. Reconciliation, Disbursements and Action List**

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MINUTES  
**SUMMER VILLAGE OF SUNSET POINT**  
REGULAR MEETING OF COUNCIL  
March 6<sup>th</sup> 2024 @ 5:16pm.

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Res. #2023 – 047      MOVED by Councillor Packer that Council accept the report for information.  
CARRIED

**10.0 Response to Delegates.**                      **NA**

**11.0 Additional Items –**                              **NA**

**12.0 Correspondence**

Res. #2024 – 048      MOVED by Mayor Jones that Council directs Administration to complete the survey in relation to Sunset Point.  
CARRIED

Res. #2024 – 049      MOVED by Mayor Jones that Council accepts the correspondence items 11b and 11c regarding Items 12.0B for information.  
CARRIED

Res. #2024 – 050      MOVED by Mayor Jones that Council accepts the correspondence regarding Items 12.0C for information.  
CARRIED

**ADJOURNMENT**

Res # 2024- 51              Being that the agenda matters had been concluded the meeting was adjourned at 6:19 PM by Mayor Jones.  
CARRIED

These minutes were approved this April 3<sup>rd</sup> 2024

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Mayor Jones

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MINUTES  
**SUMMER VILLAGE OF SUNSET POINT**  
REGULAR MEETING OF COUNCIL  
March 6<sup>th</sup> 2024 @ 5:16pm.

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Matthew Ferris CAO

## **4.0 A Public Submissions**

## 5.0 A Recreation Survey

### RECOMMENDATION:

That Council accepts the results for information and directs Administration to XXX.

### Background .

For the recreation Survey the Village received a total of 56 responses:

- 66% of those responding were full time residents
- 70% were non lakefront
- 53% were south of church camp
- 88% were over 46
- 50% were 2 person households

### Break Down of Recreation Ideas

- Gazebos and Beach Access 35% said it was a priority of 8+
- Playground equipment was a priority 8+ for 32%
- A community dock was a priority for 32% of the respondents
- A bike Track was ranked a 23% priority
- 62% said trails and walking paths was a priority of 8 or higher

### Other ideas or suggestions included:

- Picnic tables
- Frisbee Golf
- Improved Beaches
- Pickle Ball
- Cook House
- Spray Park

### Comments included:

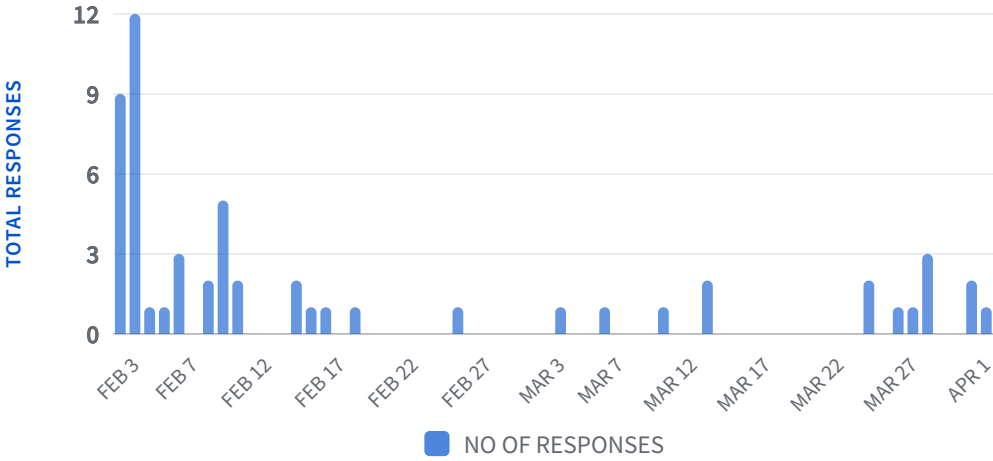
- You don't have the ability to maintain patrol enforce or police recreation areas why expand them
- Allow Dogs
- Maintain the stairs
- Clean up our Beaches



- Not sure if this money can be used to add more outdoor exercise equipment to the 50+ club. Maybe something for the Water Park, the Library. I think with our Villages being so small that some people use Alberta Beaches recreational things and duplicating them here will not advantageous to us.
- I think having a gazebo like a cook shack where it has a wood stove for cooking on and warming up would be great. Lots of provincial parks have these and they are used all year round ! It's also a great place to meet the community and have potlucks and BBQ 's
- Just because the village is eligible for funding does't mean that the village needs to do it!

# Recreation Survey

Data from All Time



## Insights

All Shares

📅 Visited  
**103**

👁️ Started  
**56**

Completion Rate

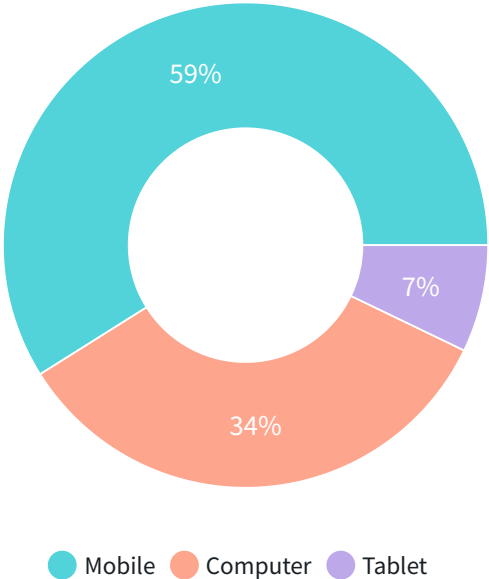
🕒 Avg Time to Complete  
**4**minutes

✅ Completed  
**56**

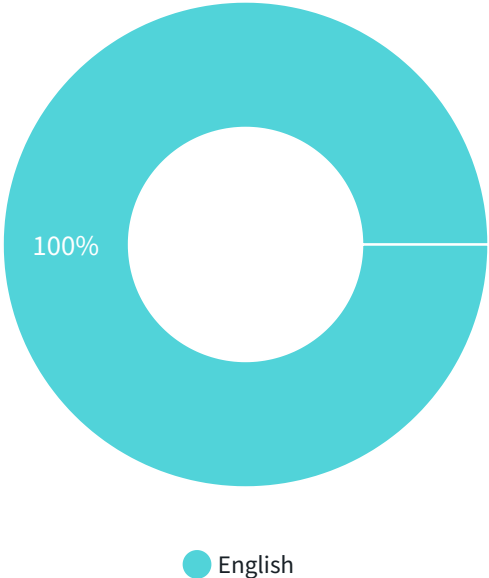


# Responses

## By Device

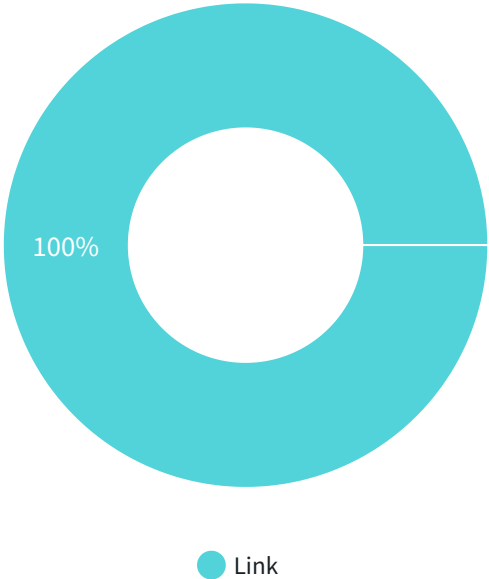


## By Language



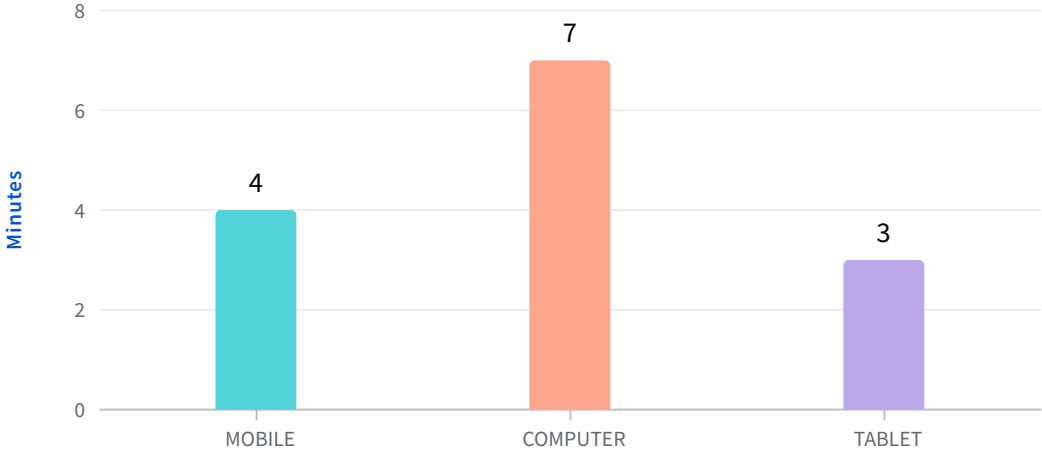
# Responses

## By Share Type



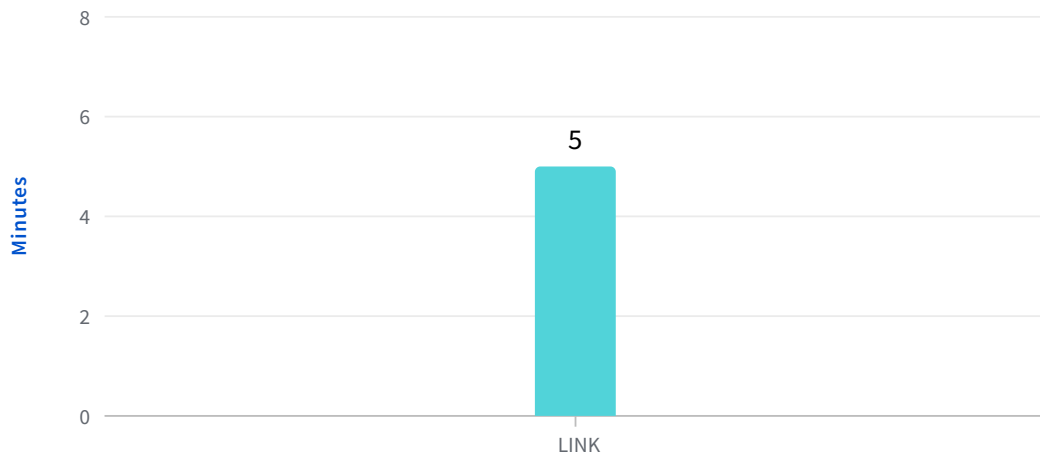
## Average Time To Complete

### By Device

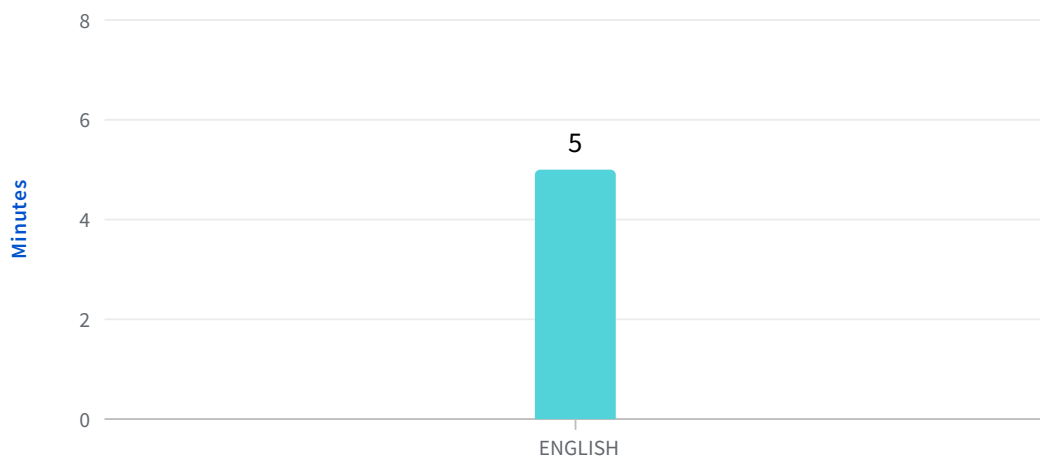


# Average Time To Complete

## By Share Type



## By Language



# Default Report

Explore the data behind your survey responses. Gain a better perspective of your survey data and uncover insights for further planning.

 Visited

**103**

 Started


**56**

 Avg. Time to Complete

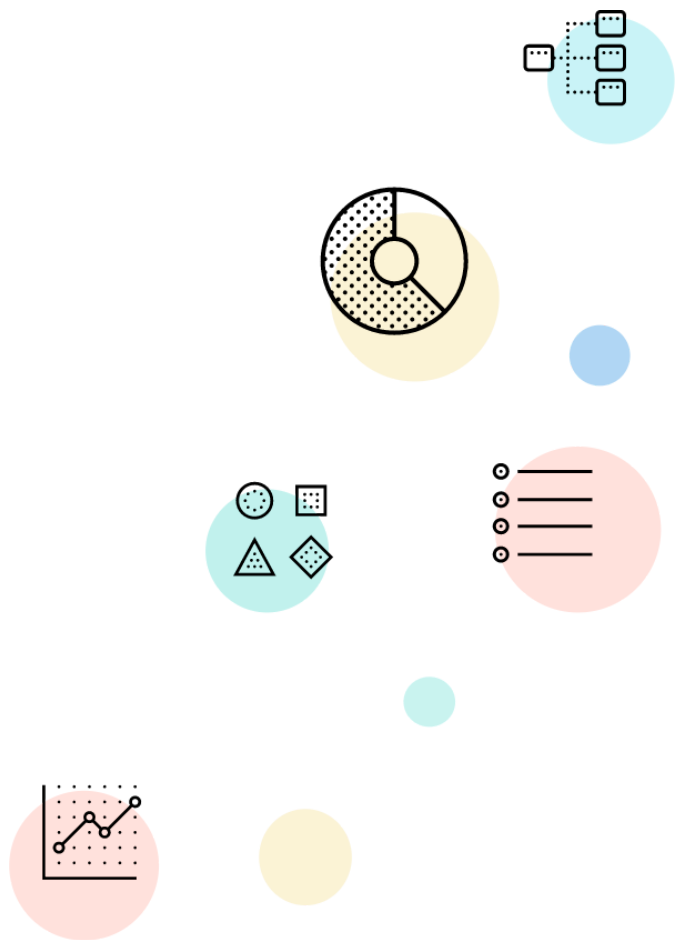
**4m**

 Completed

**56**

 Completion Rate

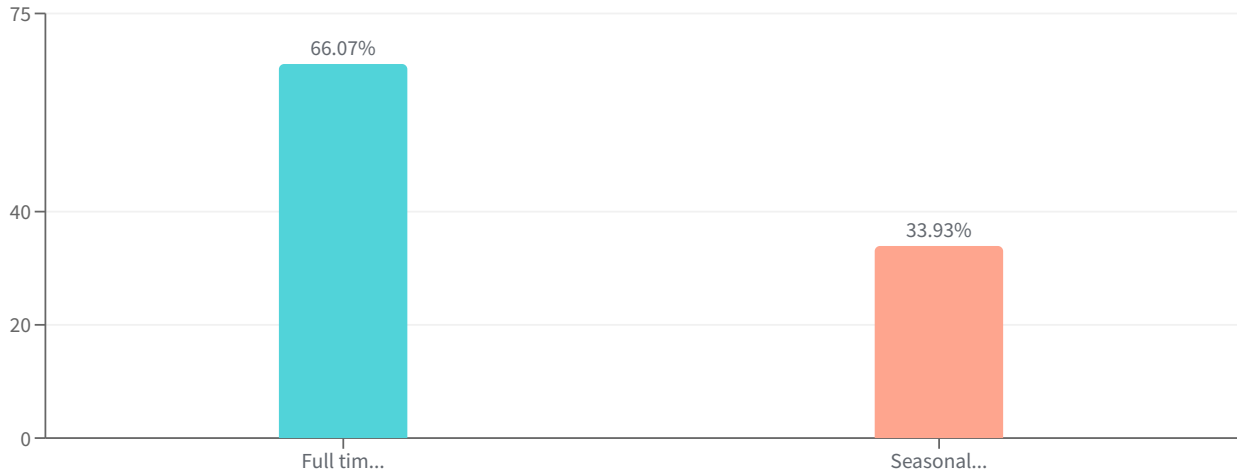
**100.00%**



QUESTION 01 | MULTIPLE CHOICE

# Do you consider yourself one of the following?

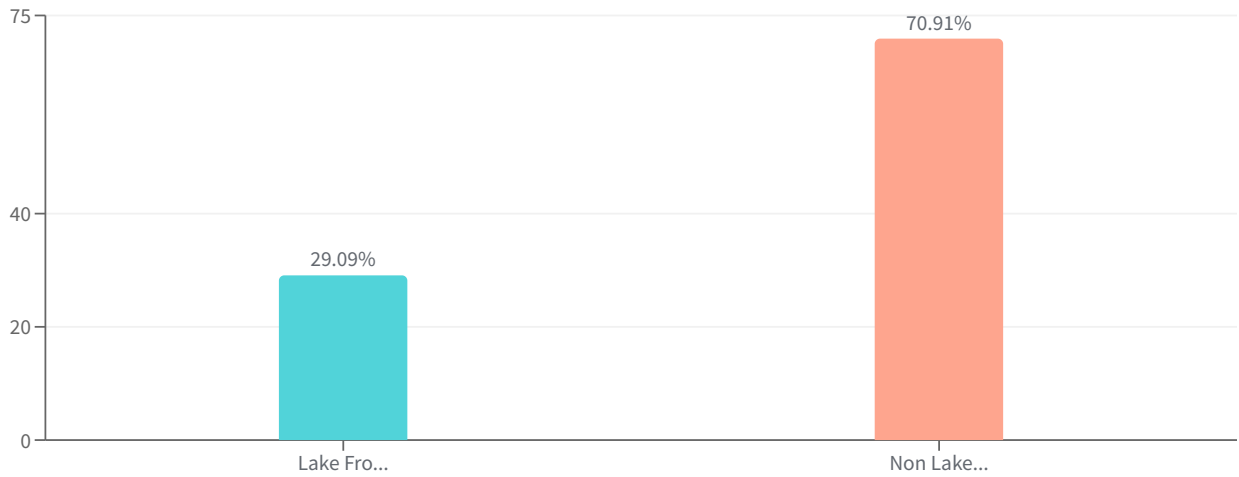
Answered: **56** Skipped: **0**



ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Full time Resident	37	66.07 %
Seasonal Resident	19	33.93 %

# Where is your property?

Answered: **55** Skipped: **1**



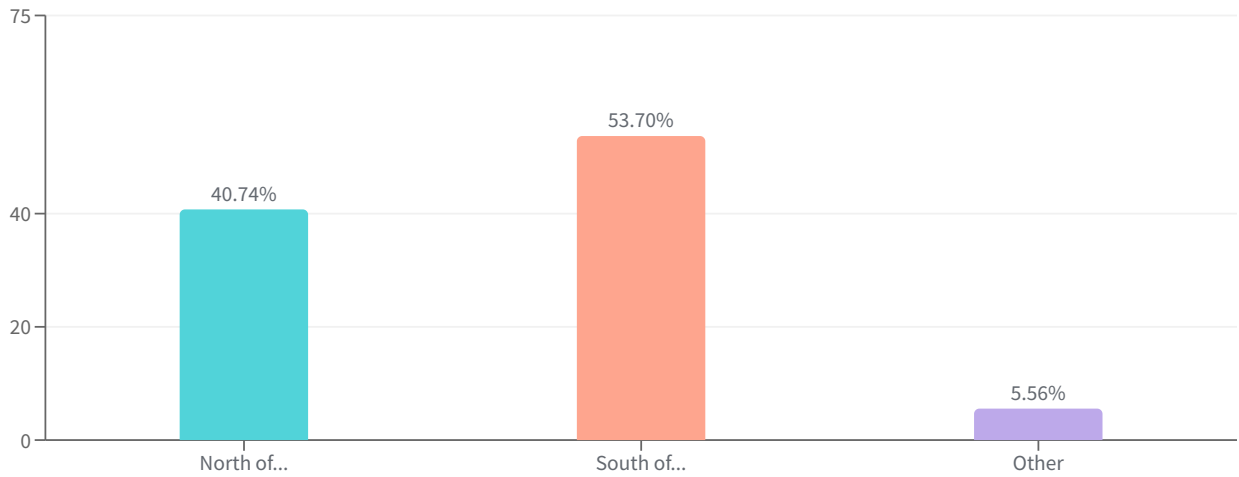
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
Lake Front	16	29.09 %
Non Lake Front	39	70.91 %



QUESTION 03 | MULTIPLE CHOICE

# Where is your property?

Answered: 54 Skipped: 2

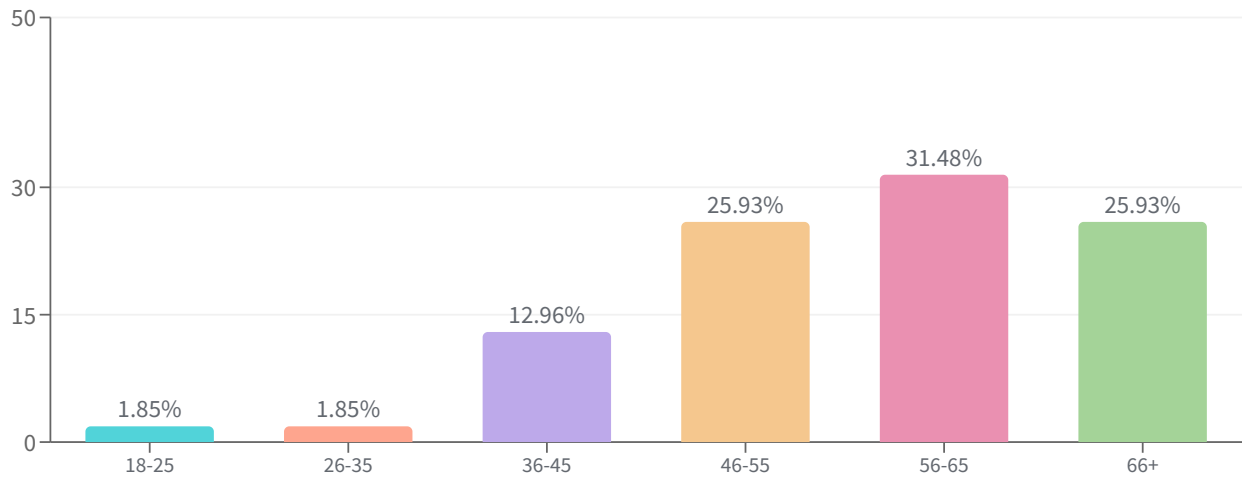


ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
North of the Church Camp	22	40.74 %
South of the Church Camp	29	53.70 %
Other	3	5.56 %

QUESTION 04 | MULTIPLE CHOICE

# What is your approximate Age Range?

Answered: 54 Skipped: 2

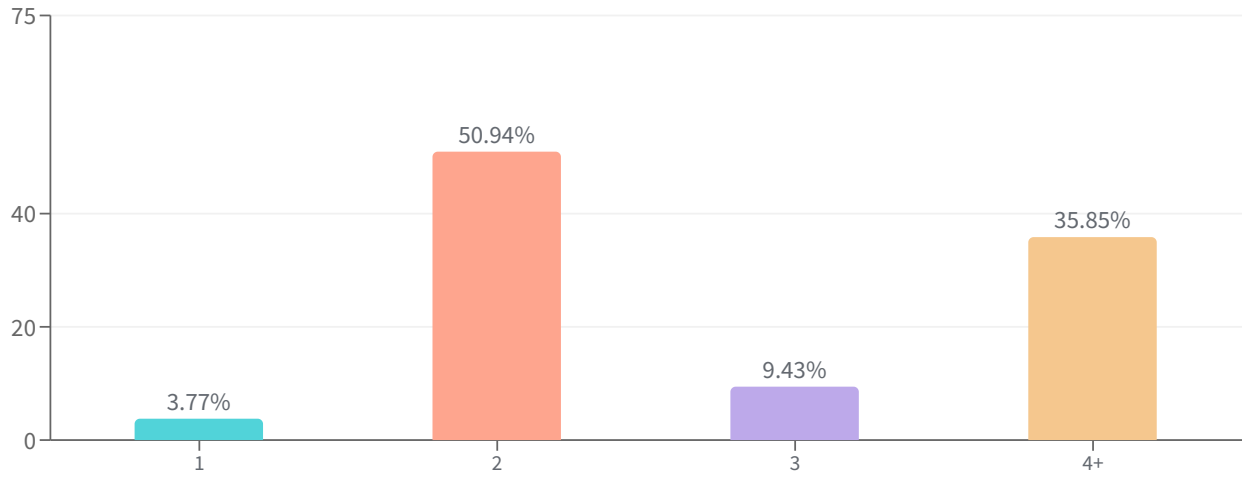


ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
18-25	1	1.85 %
26-35	1	1.85 %
36-45	7	12.96 %
46-55	14	25.93 %
56-65	17	31.48 %
66+	14	25.93 %

QUESTION 05 | MULTIPLE CHOICE

# How many people reside in your Sunset Point Property?

Answered: 53 Skipped: 3



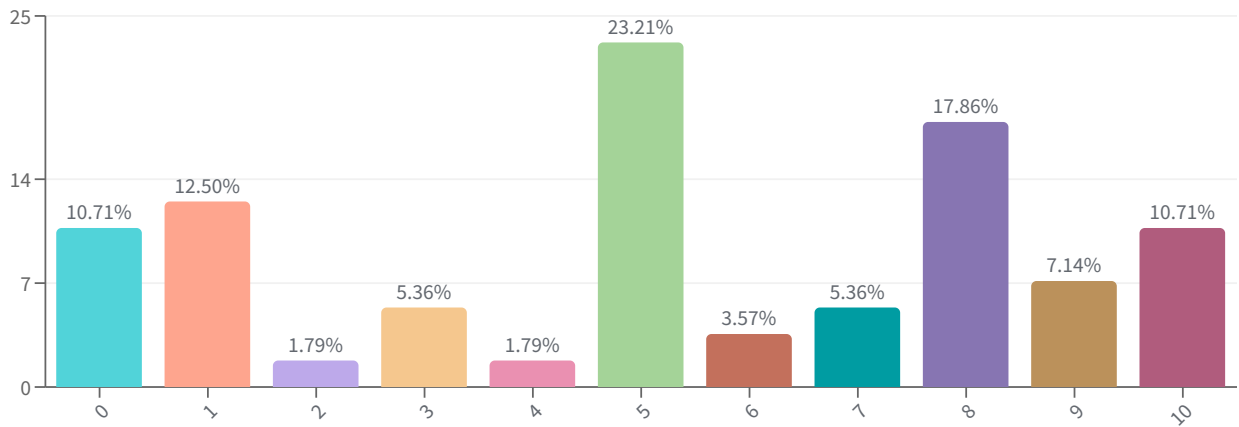
ANSWER CHOICES ▾	RESPONSES ▾	RESPONSE PERCENTAGE ▾
1	2	3.77 %
2	27	50.94 %
3	5	9.43 %
4+	19	35.85 %

QUESTION 07 | OPINION SCALE

## 2.1 Gazebos with improved amenities at beach accesses

Please rate your level of interest in each of the following recreational improvement options on a scale of 1 to 10, where 1 is not interested at all and 10 is extremely interested.

Answered: **56** Skipped: **0**



ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
0	6	10.71 %
1	7	12.50 %
2	1	1.79 %
3	3	5.36 %
4	1	1.79 %
5	13	23.21 %
6	2	3.57 %
7	3	5.36 %
8	10	17.86 %
9	4	7.14 %

ANSWER CHOICES ▾

RESPONSES ▾

RESPONSE PERCENTAGE ▾

10

6

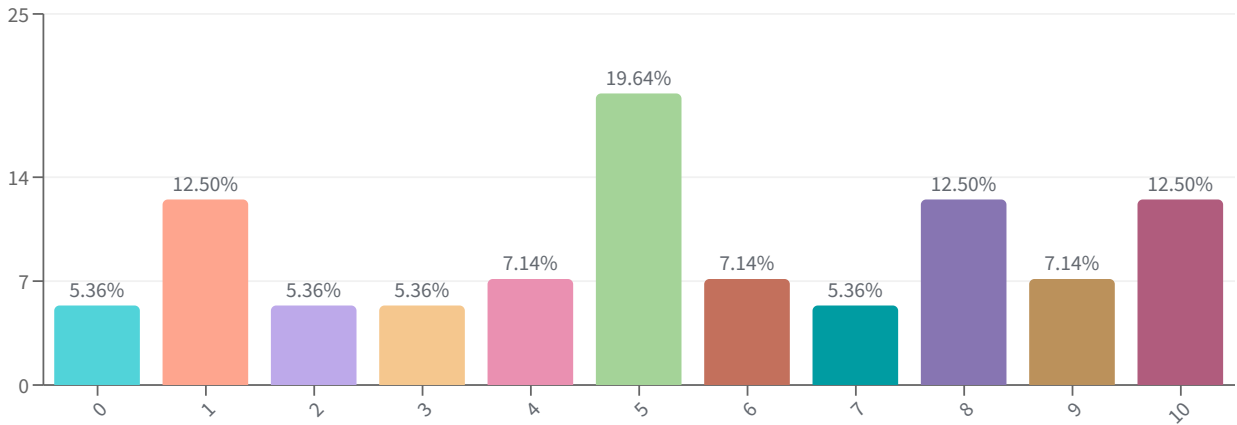
10.71 %

QUESTION 08 | OPINION SCALE

## 2.2 Playground Equipment

Please rate your level of interest in each of the following recreational improvement options on a scale of 1 to 10, where 1 is not interested at all and 10 is extremely interested.

Answered: **56** Skipped: **0**



ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
0	3	5.36 %
1	7	12.50 %
2	3	5.36 %
3	3	5.36 %
4	4	7.14 %
5	11	19.64 %
6	4	7.14 %
7	3	5.36 %
8	7	12.50 %
9	4	7.14 %

ANSWER CHOICES ▾

RESPONSES ▾

RESPONSE PERCENTAGE ▾

10

7

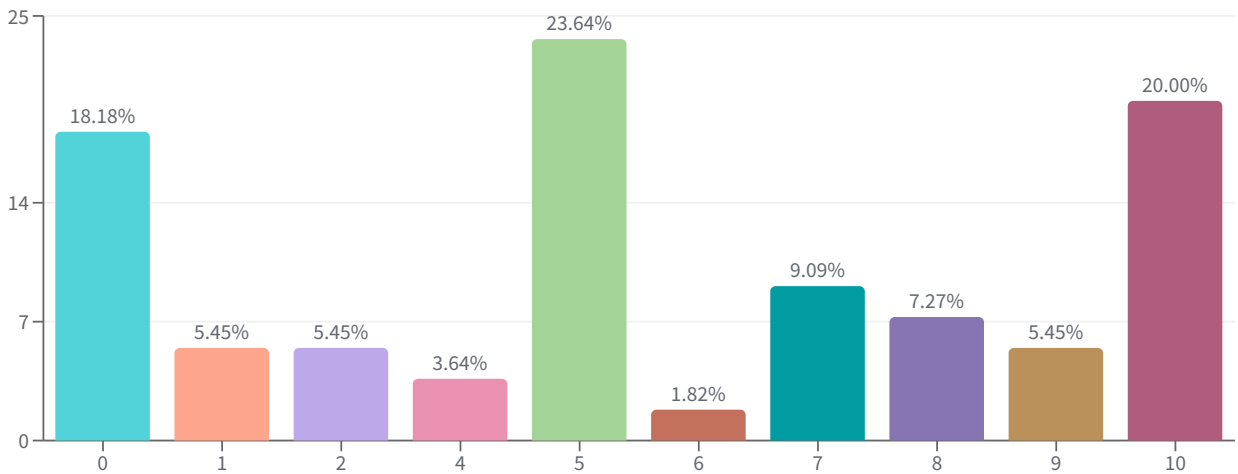
12.50 %

QUESTION 09 | OPINION SCALE

## 2.3 Community Docks

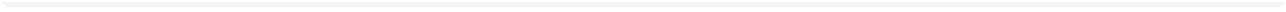
Please rate your level of interest in each of the following recreational improvement options on a scale of 1 to 10, where 1 is not interested at all and 10 is extremely interested.

Answered: **55** Skipped: **1**



ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
0	10	18.18 %
1	3	5.45 %
2	3	5.45 %
4	2	3.64 %
5	13	23.64 %
6	1	1.82 %
7	5	9.09 %
8	4	7.27 %
9	3	5.45 %
10	11	20.00 %



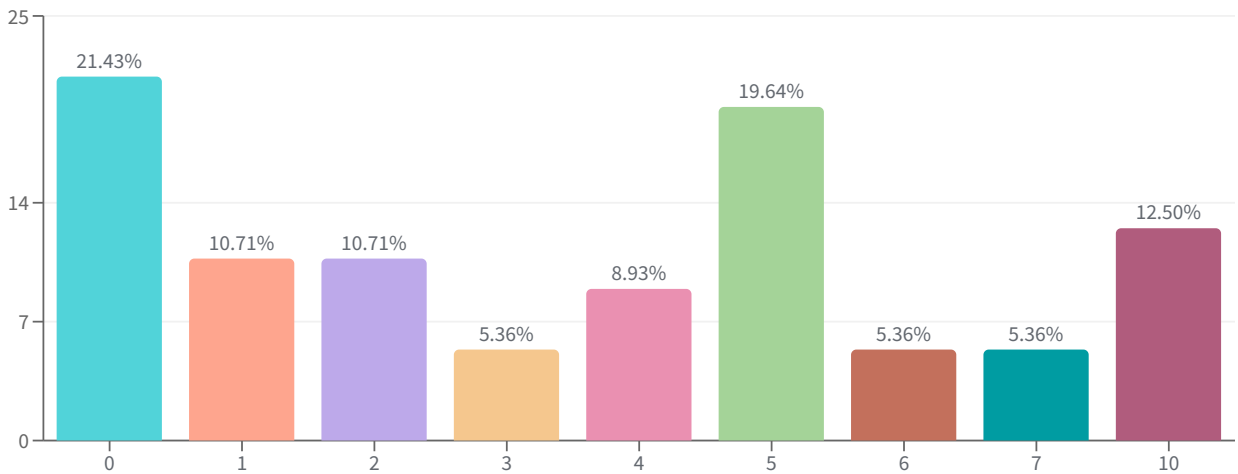


QUESTION 10 | OPINION SCALE

## 2.4 Bump BMX Track or other Bike Tracks

Please rate your level of interest in each of the following recreational improvement options on a scale of 1 to 10, where 1 is not interested at all and 10 is extremely interested.

Answered: **56** Skipped: **0**



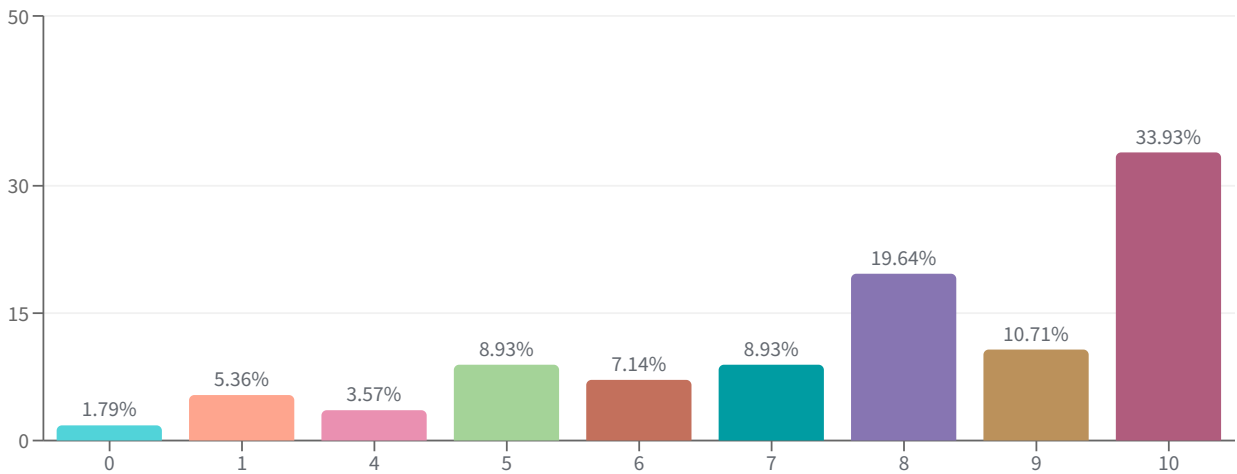
ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
0	12	21.43 %
1	6	10.71 %
2	6	10.71 %
3	3	5.36 %
4	5	8.93 %
5	11	19.64 %
6	3	5.36 %
7	3	5.36 %
10	7	12.50 %

QUESTION 11 | OPINION SCALE

# 2.5 Improved Trails

Please rate your level of interest in each of the following recreational improvement options on a scale of 1 to 10, where 1 is not interested at all and 10 is extremely interested.

Answered: **56** Skipped: **0**



ANSWER CHOICES	RESPONSES	RESPONSE PERCENTAGE
0	1	1.79 %
1	3	5.36 %
4	2	3.57 %
5	5	8.93 %
6	4	7.14 %
7	5	8.93 %
8	11	19.64 %
9	6	10.71 %
10	19	33.93 %

April 3rd 2024

Summer Village of Sunset Point

**5.B Annual Peace Officer Report**

**RECOMMENDATION:**

Accepts the 2023 Annual Peace Officer Report for Information

**SUMMARY/BACKGROUND:**

Attached is the 2023 Peace Officer Report from Alberta Beach.



**Alberta Beach Regional Patrol Department**  
**2023 Annual Report**



## Alberta Beach Regional Patrol

### Agency Contacts 2023

#### **Agency Address:**

Village of Alberta Beach  
P.O. Box 278 (4935 – 50<sup>th</sup> Avenue)  
Alberta Beach, AB  
TOE 0A0  
Phone: 780-924-3181  
Fax: 780-924-3313  
Email: [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

#### **Chief Administrative Officer:**

Kathy Skwarchuk, CAO  
Phone: 780-924-3181  
Cell Phone:  
Fax: 780-924-3313  
Email: [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

#### **Patrol Department Management Contact:**

Bruce Parno, Manager  
Phone: 780-924-3434  
Cell Phone:  
Fax: 780-924-3313  
Email: [patrol@albertabeach.com](mailto:patrol@albertabeach.com)

#### **Patrol Department CPO Contact:**

Stephen Zerr, CPO  
Phone: 780-924-3434  
Cell Phone:  
Fax: 780-924-3313  
Email: [patrol@albertabeach.com](mailto:patrol@albertabeach.com)



## **Alberta Beach Regional Patrol**

### **Peace Officer Listing 2023**

**Bruce Edward PARNO**  
Community Peace Officer  
Badge #14787

**Stephen Jordan ZERR**  
Community Peace Officer  
Badge #18633

## AUTHORIZATION TO EMPLOY OR ENGAGE PEACE OFFICERS

Pursuant to Section 5 of the *Peace Officer Act*  
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I, M.A. (Marlin) Degrand, Director of Law Enforcement/ Assistant Deputy Minister of the Public Security Division, Department of Justice and Solicitor General, for the Province of Alberta, hereby authorize the employment or engagement of peace officers by the

Village of Alberta Beach

### Article 1. Authority

1.1 Subject to section 1.2, peace officers employed or engaged by the Village of Alberta Beach may, subject to their individual appointments, have authority to:

- a) Enforce the following legislation and all regulations thereunder as amended from time to time, and serve court documents relating to the:

ANIMAL PROTECTION ACT  
DANGEROUS DOGS ACT  
ENVIRONMENTAL PROTECTION AND ENHANCEMENT  
ACT, PART 9, DIVISION 2  
FUEL TAX ACT  
GAMING, LIQUOR, AND CANNABIS ACT  
INNKEEPERS ACT  
PETTY TRESPASS ACT  
PROVINCIAL ADMINISTRATIVE PENALTIES ACT  
PROVINCIAL OFFENCES PROCEDURE ACT  
TOBACCO, SMOKING, AND VAPING REDUCTION ACT  
TRAFFIC SAFETY ACT  
TRESPASS TO PREMISES ACT

- b) In addition to the authorities, responsibilities and duties set out in their individual appointments as a peace officer have authority and responsibility to perform the duties of a Firefighter, Paramedic, Emergency Medical Technician or Disaster Services Responder.

1.2 The authorities granted herein are subject to the following restrictions:

- a) Authority to enforce the *Gaming, Liquor, and Cannabis Act* is restricted to sections 83, 84, 87, 89, 107, 108; and section 115 subject to section 53 of the *Police Act*.



- b) Authority to enforce the *Gaming, Liquor, and Cannabis Regulation* (AR 143/96) is restricted to section 87.1.

## Article 2. Jurisdiction

- 2.1 The jurisdiction of peace officers employed or engaged by the Village of Alberta Beach is, subject to their individual appointments, throughout the Province of Alberta, excluding one and two digit highways except as permitted in accordance with section 2.2.
- 2.2 Authority is granted on one and two digit highways within the urban confines of a municipality where the speed limit is 90 kilometers per hour or less.
- 2.3 Authority may be granted on one and two digit highways as follows:
  - a) With a written invitation by a police or law enforcement agency with authority on that highway for the purpose of participation in a Joint Enforcement Operation.
  - b) When requested by a police or law enforcement agency with authority on that highway to perform traffic management duties but not including enforcement authorities.
  - c) Where permitted by the terms of the peace officer's appointment, for the purpose of performing emergency vehicle response, but not including enforcement authorities.
- 2.4 The jurisdiction of peace officers in Alberta is at all times subject to requirements set out in the Public Security Peace Officer Program Policy and Procedures Manual, as issued by the Director of Law Enforcement.
- 2.5 This authorization does not include jurisdiction on an Indian Reserve.

## Article 3. Weapons and Equipment

- 3.1 Peace officers employed or engaged by the Village of Alberta Beach may, subject to their individual appointments, be authorized to carry and use certain weapons and equipment while in the performance of their authorized duties which may include, but are not limited to, one or more of the following:
  - a) A shotgun;
  - b) OC spray;
  - c) A baton;
  - d) Emergency response units, as defined in the regulations under the *Traffic Safety Act*, as amended from time to time, used by the peace officer for the purpose of carrying out the duties of a peace officer;
  - e) Handcuffs;
  - f) Personal protective equipment including a bullet resistant vest, a stab resistant vest or protective gloves, but not including SAP gloves or similar gloves;

- g) Particular equipment necessary to carry out the enforcement duties and responsibilities of the peace officer; and
- h) Tools and items necessary for the performance of the peace officer's duties and responsibilities.

Article 4. Terms and Conditions

- 4.1 The authorized employer must abide by Public Security Peace Officer Program Policy and Procedures Manual, as issued by the Director of Law Enforcement.
- 4.2 Peace officers designated under this Authorization, subject to their individual appointments are permitted to exercise the duties specified in section 24.13 of the Public Security Peace Officer Program Policy and Procedures Manual, as issued by the Director of Law Enforcement..

DATED at the City of Edmonton, in the Province of Alberta, this 1<sup>ST</sup> day of February 2022.



M. A. (MARLIN) DEGRAND, M.O.M.  
ASSISTANT DEPUTY MINISTER  
DIRECTOR OF LAW ENFORCEMENT

## PEACE OFFICER APPOINTMENT

Pursuant to Section 7 of the *Peace Officer Act*  
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I, Marlin Degrand, Director of Law Enforcement/Assistant Deputy Minister of the Public Security Division, Justice and Solicitor General, for the Province of Alberta, hereby appoint

Bruce Edward PARNO

a PEACE OFFICER as detailed below:

### Article 1. Authority, Responsibility and Duties

1.1 Subject to section 1.2, the person appointed under this document has the authority, while employed or engaged by the Village of Alberta Beach and while acting within the scope of his/her employment, to:

- a) Enforce the following legislation and all regulations thereunder, and serve court documents relating to the:

ANIMAL PROTECTION ACT  
DANGEROUS DOGS ACT  
ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT,  
PART 9, DIVISION 2  
FUEL TAX ACT  
GAMING, LIQUOR, AND CANNABIS ACT  
INNKEEPERS ACT  
PETTY TRESPASS ACT  
PROVINCIAL ADMINISTRATIVE PENALTIES ACT  
PROVINCIAL OFFENCES PROCEDURE ACT  
TOBACCO, SMOKING, AND VAPING REDUCTION ACT  
TRAFFIC SAFETY ACT  
TRESPASS TO PREMISES ACT

1.2 The authorities granted herein are subject to the following restrictions:

- a) Authority to enforce the *Gaming, Liquor, and Cannabis Act* is restricted to sections; 83, 84, 87, 89, 107, 108, and section 115 subject to section 53 of the *Police Act*.
- b) Authority to enforce the *Gaming, Liquor, and Cannabis Regulation* (AR 143/96) is restricted to section 87.1.



Article 2. Jurisdiction

- 2.1 The jurisdiction of peace officers employed or engaged by the Village of Alberta Beach is, subject to their individual appointments, throughout the Province of Alberta, excluding one and two digit highways except as permitted in accordance with section 2.2.
- 2.2 Authority is granted on one and two digit highways within the urban confines of a municipality where the speed limit is 90 kilometers per hour or less.
- 2.3 Authority may be granted on one and two digit highways as follows:
  - a) With a written invitation by a police or law enforcement agency with authority on that highway for the purpose of participation in a Joint Enforcement Operation.
  - b) When requested by a police or law enforcement agency with authority on that highway to perform traffic management duties but not including enforcement authorities.
  - c) Where permitted by the terms of the peace officer's appointment, for the purpose of performing emergency vehicle response, but not including enforcement authorities.
- 2.4 The jurisdiction of peace officers in Alberta is at all times subject to requirements set out in the Public Security Peace Officer Program Policy and Procedures Manual, as issued by the Director of Law Enforcement.
- 2.5 This authorization does not include jurisdiction on an Indian Reserve.

Article 3. Weapons and Equipment

- 3.1 This appointment permits the carrying or use of the following while in the performance of their duties as set out above:
  - a) OC spray;
  - b) A baton;
  - c) Emergency response units, as defined in the regulations under the *Traffic Safety Act*, as amended from time to time, used by the peace officer for the purpose of carrying out the duties of a peace officer;
  - d) Handcuffs;
  - e) Personal protective equipment including a bullet resistant vest, a stab resistant vest or protective gloves, but not including SAP gloves or similar gloves;
  - f) Particular equipment necessary to carry out the enforcement duties and responsibilities of the peace officer; and
  - g) Tools and items necessary for the performance of the peace officer's duties and responsibilities.

Alberta

Article 4. Title

- 4.1 The peace officer may utilize the title of Peace Officer or Community Peace Officer while carrying out the authority, responsibilities and duties of this appointment.

Article 5. Terms and Conditions

- 5.1 This appointment expires upon termination of employment with, or engagement by, the Village of Alberta Beach.
- 5.2 The peace officer must abide by Public Security Peace Officer Program Policy and Procedures Manual, as issued by the Director of Law Enforcement.

DATED at the City of Edmonton, in the Province of Alberta, this 1<sup>st</sup> day of February 2022.



M. A. (Marlin) Degrand, M.O.M.  
Assistant Deputy Minister  
Director of Law Enforcement

## PEACE OFFICER APPOINTMENT

Pursuant to Section 7 of the *Peace Officer Act*  
-----

I, M. A. (Marlin) Degrand, Director of Law Enforcement/Assistant Deputy Minister of the Public Security Division, Justice and Solicitor General, for the Province of Alberta, hereby appoint

Stephen Jordan ZERR

a PEACE OFFICER as detailed below:

### Article 1. Authority, Responsibility and Duties

1.1 Subject to section 1.2, the person appointed under this document has the authority, while employed or engaged by the Village of Alberta Beach and while acting within the scope of his/her employment, to:

- a) Enforce the following legislation and all regulations thereunder, and serve court documents relating to the:

ANIMAL PROTECTION ACT  
DANGEROUS DOGS ACT  
ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT,  
PART 9, DIVISION 2  
FUEL TAX ACT  
GAMING, LIQUOR, AND CANNABIS ACT  
INNKEEPERS ACT  
PETTY TRESPASS ACT  
PROVINCIAL ADMINISTRATIVE PENALTIES ACT  
PROVINCIAL OFFENCES PROCEDURE ACT  
TOBACCO, SMOKING, AND VAPING REDUCTION ACT  
TRAFFIC SAFETY ACT  
TRESPASS TO PREMISES ACT

1.2 The authorities granted herein are subject to the following restrictions:

- a) Authority to enforce the *Gaming, Liquor, and Cannabis Act* is restricted to sections; 83, 84, 87, 89, 107, 108, and section 115 subject to section 53 of the *Police Act*.
- b) Authority to enforce the *Gaming, Liquor, and Cannabis Regulation* (AR 143/96) is restricted to section 87.1.

## Article 2. Jurisdiction

- 2.1 The jurisdiction of peace officers employed or engaged by the Village of Alberta Beach is, subject to their individual appointments, throughout the Province of Alberta, excluding one and two digit highways except as permitted in accordance with section 2.2.
- 2.2 Authority is granted on one and two digit highways within the urban confines of a municipality where the speed limit is 90 kilometers per hour or less.
- 2.3 Authority may be granted on one and two digit highways as follows:
- a) With a written invitation by a police or law enforcement agency with authority on that highway for the purpose of participation in a *Joint Enforcement Operation*.
  - b) When requested by a police or law enforcement agency with authority on that highway to perform traffic management duties but not including enforcement authorities.
  - c) Where permitted by the terms of the peace officer's appointment, for the purpose of performing emergency vehicle response, but not including enforcement authorities.
- 2.4 The jurisdiction of peace officers in Alberta is at all times subject to requirements set out in the *Public Security Peace Officer Program Policy and Procedures Manual*, as issued by the Director of Law Enforcement.
- 2.5 This authorization does not include jurisdiction on an Indian Reserve.

## Article 3. Weapons and Equipment

- 3.1 This appointment permits the carrying or use of the following while in the performance of their duties as set out above:
- a) OC spray;
  - b) A baton;
  - c) Emergency response units, as defined in the regulations under the *Traffic Safety Act*, as amended from time to time, used by the peace officer for the purpose of carrying out the duties of a peace officer;
  - d) Handcuffs;
  - e) Personal protective equipment including a bullet resistant vest, a stab resistant vest or protective gloves, but not including SAP gloves or similar gloves;

- f) Particular equipment necessary to carry out the enforcement duties and responsibilities of the peace officer; and
- g) Tools and items necessary for the performance of the peace officer's duties and responsibilities.


Article 4. Title

- 4.1 The peace officer may utilize the title of Peace Officer or Community Peace Officer while carrying out the authority, responsibilities and duties of this appointment.

Article 5. Terms and Conditions

- 5.1 This appointment expires upon termination of employment with, or engagement by, the Village of Alberta Beach.
- 5.2 The peace officer must abide by Public Security Peace Officer Program Policy and Procedures Manual, as issued by the Director of Law Enforcement.

DATED at the City of Edmonton, in the Province of Alberta, this 22<sup>nd</sup> day of June 2022.



DIRECTOR OF LAW ENFORCEMENT / ASSISTANT  
DEPUTY MINISTER OF THE PUBLIC SECURITY  
DIVISION, DEPARTMENT OF JUSTICE AND  
SOLICITOR GENERAL





## **Alberta Beach Regional Patrol**

### **Memorandum of Understanding Agreements 2023**

Memorandum of Understanding Agreements are in place with the following agencies:

Royal Canadian Mounted Police  
Attention: Detachment Commander  
Parkland Detachment  
91 Campsite Road  
Spruce Grove, AB  
T7X 3Z1  
Phone: 825-220-2000  
Fax: 825-220-2001

Alberta Transportation & Economic Corridors  
Safety & Policy Division  
Attention: Director, Compliance & Oversight  
4999 – 98 Avenue  
Edmonton, AB  
T6B 2X3  
Phone: 780-415-0686  
Fax: 780-488-9193

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE ROYAL CANADIAN MOUNTED POLICE**  
Recognized as the Provincial Police Service of Alberta,  
(Hereinafter called the "RCMP")

**AND**

**THE VILLAGE OF ALBERTA BEACH**  
A municipal corporation or governing entity in the Province of Alberta  
(Hereinafter called the "Village")

Hereinafter collectively referred to as "the Participants"

Concerning the Village's desire to renew the Community Peace Officer Program.

## BACKGROUND

In accordance with Section 17(1) of the *Peace Officer (Ministerial) Regulation*, employers of Peace Officers in the Province of Alberta must enter into a Memorandum of Understanding (MOU) with the police service of jurisdiction in order for the services of a Peace Officer to be carried out in accordance with the said Regulation;

The Village is an employer of Peace Officers and as such is required to enter into a MOU with the police of jurisdiction as approved by the Minister; and,

The RCMP acknowledges the requirements as stated in the *Peace Officer (Ministerial) Regulation*, the RCMP is the police service of jurisdiction for the Village, and the Commanding Officer of the Alberta RCMP is the person with such authority to sign such an MOU.

THEREFORE, be it resolved that the Participants intend as follows:

### 1. DEFINITIONS

- a) "**Act**" means the *Peace Officer Act* of Alberta (proclaimed May 1, 2007, and includes its regulations).
- b) "**Liaison Officer**" means the RCMP representative and the Village Peace Officer representative designated under Section 17(2)(c)(i) of the Regulation.
- c) "**Minister**" or "**Responsible Minister**" means the Alberta Minister determined under Section 16 of the *Government Organization Act* as the Minister responsible for this Act.
- d) "**MOU**" means this Memorandum of Understanding.
- e) "**Peace Officer**" means a person employed or engaged by the Village and referred to in Section 7(1) of the *Act*, or any other person appointed as a Peace Officer under another enactment who is designated by the Regulations as a Peace Officer to whom all or part of this Act and the regulations apply.
- f) "**Police Service**" means a police service as defined in the *Police Act*.
- g) "**PROS**" means Police Reporting and Occurrence System, the RCMP's electronic file management system.
- h) "**Regulation**" means the *Alberta Peace Officer (Ministerial) Regulation*, Alta Reg 312/2006.

### 2. PURPOSE AND SCOPE

- 2.1. The purpose of this MOU is to satisfy the requirements set out in Section 17(1) of Regulation.
- 2.2. The scope of this MOU is to establish the terms of the arrangement between the Participants and pertaining to Community Peace Officer(s).
- 2.3. It is the intention of the Participants to operate in a cooperative environment while providing services to the community. It is acknowledged that effective and interoperable communication between Participants is an important part of service delivery.

- 2.4. Nothing contained in this MOU implies or suggests a relationship of employment exists between the RCMP and the Village's Peace Officer(s). The Peace Officer(s) are completely independent from the RCMP and its operations.
- 2.5. This MOU does not form a contractually binding agreement and the Participants acknowledge their mutual intention to resolve all matters arising from this MOU in accordance with Paragraph 12 of this MOU.

### **3. THE RCMP INTENDS TO**

- 3.1. Upon the Village or their Peace Officer(s) requesting radio interoperability with the local RCMP, the local RCMP intends to meet with the Village or their Peace Officer(s) to discuss opportunities that will allow communication between the RCMP and the Peace Officer(s).
- 3.2. In the event that the Village or their Peace Officer(s) come to the RCMP with information on a case where it is suspected that officer safety is a concern, the RCMP will share information where it is verified that officer's safety is in jeopardy. The release of this information will be consistent with RCMP Policy, Treasury Board Guidelines, the Province of Alberta and Government of Canada privacy laws, as well as in accordance with existing PROS Policy.

### **4. THE VILLAGE INTENDS TO**

- 4.1. In accordance with Section 17 of the Regulation, the Village is responsible for providing any written notice to the Minister as set out in the Regulation and for ensuring a copy of this MOU is provided to the Minister.
- 4.2. In accordance with Section 5 (3) of the Act, the Village is an authorized employer with authority to engage services of Peace Officer(s).
- 4.3. The Village is solely responsible for ensuring that adequate training, direct administrative supervision, and operational supervision are provided for their Peace Officer(s).
- 4.4. The Village is responsible for the purchase, maintenance and replacement of authorized equipment, vehicles, uniforms and any other items issued to a Peace Officer and required under the Act or necessary for that Peace Officer to carry out the full scope of their authority, as well as ensuring it conforms to the standards as set forth in the Act or its Regulations.
- 4.5. Where the Village elects to maintain their own radio communication frequencies and desires interoperable radio communications with the RCMP, the Village intends to support the RCMP application to Innovation, Science and Economic Development Canada to obtain a license to permit access to Peace officer(s) designated radio frequency(ies).
- 4.6. The Village is solely responsible for its responsibilities under Section 15.1 of the Act as it relates to the investigation of complaints against Peace Officers under the Village's employment.

- 4.7. On request from the RCMP, within fourteen (14) days, the Village intends to provide the RCMP with a written copy of the appointment, alteration, or enhancement to any existing appointment of any Peace Officer in their employ. Should a Peace Officer in the Village's employ cease to be employed or engaged by the Village in the role of a Peace Officer or have their Peace Officer appointment cancelled or suspended, without the request of the RCMP, the Village intends to provide written notice of such change to the RCMP immediately and not later than twenty-four (24) hours after the change in status has occurred.

## 5. COMMUNICATION

- 5.1. Each Participant has designated a representative who is tasked with being the local Liaison Officer and responsible for facilitating the delivery of effective communication between the Participants.
- 5.2. The local Liaison Officers are as follows:

<b>For the RCMP:</b>	<b>For the Village:</b>
Detachment Commander Parkland Detachment 91 Campsite Road Spruce Grove, AB, T7X 3Z1 Phone : (825) 220-2000	Chief Administrative Officer Alberta Beach PO Box 278 Alberta Beach, AB, T0E 0A0 Phone : (780) 924-3181

- 5.3. The local Liaison Officers will meet not less than quarterly and at a mutually acceptable time and location. The purpose of the Liaison Officers' meetings is to discuss any points of coordinated efforts, common service delivery and to ensure open communication channels are present amongst Participants.
- 5.4. Where the Village desires interoperable radio communications with the RCMP, the Participants will establish and maintain a means of radio communication between the Peace Officer(s) and the RCMP jurisdiction in which the Peace Officer(s) serve, in a mutually acceptable manner that ensures adequate communication exists, in regards to the authorized scope and duties of the Peace Officer(s) and Peace Officer radio system.
- ## 6. INFORMATION SHARING
- 6.1. It is the intention of the Participants to share or disclose only that information which is necessary for court disclosure, or administrative penalties and enforcement orders and in the interests of providing for a coordinated and effective level of service to the community for the purposes of the authorities, duties and responsibilities set forth in the Act.
- 6.2. Secondary non-police or dissemination of any information initially lawfully disclosed to a Peace Officer, contrary to provincial or federal privacy act legislation or regulations is strictly prohibited.
- 6.3. The RCMP, through any Detachment Commander, may provide information from PROS to the Village's Peace Officer(s) where it is consistent with RCMP policy, any Memoranda of Understanding currently in existence or which may be mutually accepted in future, Treasury Board guidelines, the Province of Alberta and Government of Canada Privacy laws, and the duties and authorization of the Peace Officer.

- 6.4. Notwithstanding Paragraph 6.3, any information that is placed into a Special Project PROS file or identified with a higher restriction level will not be shared or disseminated without the express consent of the originating investigator/unit and/ or agency.
- 6.5. Neither Participant will retain any PROS information, other than their own, in any other automated or manual information storage system without the prior knowledge and consent of the originating agency.
- 6.6. The information disclosed under this MOU will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. In the case of the RCMP, this includes the *Privacy Act*, the *National Archives of Canada Act* and Government Security Policy. In the case of the Village's Peace Officer(s), it means all the applicable laws regarding the administration, maintenance, and disposal of information within the Province of Alberta and policies applicable to the Peace Officer(s).
- 6.7. Each Participant intends to:
  - a) Treat information received from the other Participant in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;
  - b) Mark the information provided with the appropriate security classification. In the case of the RCMP, this means (Protected A, Protected B, Protected C) or classified (Unclassified, Confidential, Secret, Top Secret); In the case of the Village's Peace Officer(s), this means an equivalent security classification mutually accepted and understood by the Participants to this MOU;
  - c) Treat information received from the other Participant in accordance with the security markings on it and decide to provide equivalent protection to it while it is in the receiving Participant's possession;
  - d) Attach terms, conditions, or caveats to the information supplied, as the supplying party deems appropriate;
  - e) Abide by all caveats, conditions or terms attached to the information;
  - f) Maintain appropriate records concerning the transmission and receipt of information exchanged;
  - g) Not disseminate the information to any third party without the prior written consent of the supplying Participant except as required by law;
  - h) Limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences and who have the appropriate security clearance; and,
  - i) Comply with the provisions governing the use, disclosure, and retention of records in the *Youth Criminal Justice Act* S.C. 2002.

## 7. INFORMATION MANAGEMENT

### 7.1. Each Participant intends to:

- a) Promptly notify the other Participant of any unauthorized use or disclosure of the information exchanged under this MOU and will furnish the other Participant with details of such unauthorized use or disclosure. In the event of such an occurrence the Participant responsible for the safeguarding of the information will take all reasonably necessary steps to prevent a re-occurrence;
- b) Immediately notify the other Participant if either receives a request under the *Privacy Act*, the *Access to Information Act* or other lawful authority, for information provided under this MOU. If requested, the Participant will endeavor to protect the information from disclosure to the extent permitted by law; and,
- c) Return any information that should not have been provided to it by the other Participant.

## 8. ACCURACY OF INFORMATION

### 8.1. Each Participant intends to:

- a) Use its best efforts to verify the accuracy and completeness of the information provided to the other Participant; and,
- b) Promptly notify the other Participant if it learns that inaccurate or potentially unreliable information may have been provided or received and take all reasonable remedial steps.

## 9. FINANCIAL ARRANGEMENTS

No financial responsibilities on behalf of one Participant toward the other are intended to arise from this MOU.

## 10. LIABILITY

Each Participant will be responsible for the actions, omissions or damages caused by the conduct of their employees or agents, carrying out their duties and acting within the scope of their authority.

## 11. DEPARTMENTAL REPRESENTATIVES

The following officials are designated as the departmental representatives for purposes of this MOU and any notices required under this MOU will be delivered as follows:

<b>For the RCMP:</b>	<b>For the Village:</b>
District Commander Central Alberta District 3719 60 Avenue Leduc, AB, T9E 0V4 Phone : (780) 890-2673	Mayor Alberta Beach PO Box 278 Alberta Beach, AB, T0E 0A0 Phone : (780) 924-3181

## **12. DISPUTE RESOLUTION**

In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the Liaison Officers set out in Paragraph 5.2 of this MOU, who will use their best efforts to resolve the matter amicably. If such negotiation fails, the Participants intend to refer the matter to the departmental representatives in Paragraph 11 as noted above for final resolution.

## **13. MONITORING**

The department representatives in Paragraph 11 will meet annually and as required to review and assess the operation and effectiveness of this MOU and any one of the Participants may call such a meeting to be held no later than seven (7) days after the date upon which either of the Participants makes this desire known.

## **14. TERMINATION AND TERM**

- 14.1. This MOU will commence on the 1<sup>st</sup> day of July, 2023, and will expire on the 30<sup>th</sup> day of June, 2026.
- 14.2. This MOU may be terminated by either Participant upon ninety (90) days written notice to each Participant and notice to the responsible Minister for the Province of Alberta. Termination does not release a Participant from any responsibilities which accrued while the MOU was in effect.
- 14.3. Prior to its expiry and unless it has been terminated pursuant to Paragraph 14.2, this Arrangement will be automatically extended by one (1) additional year under the same terms and conditions in effect up to a maximum of three (3) years.
- 14.4. This Arrangement remains in effect for the term set out in subparagraph 14.1 and by extension under subparagraph 14.3 provided that the Arrangement is still in effect.

## **15. AMENDMENT TO THE MOU**

This MOU may only be amended by the written consent of the Participants to the MOU and where so amended, notification specifying what has been altered to the content of this MOU will be forwarded immediately to the Provincial Peace Officer Program by the Village.



**SIGNED BY the authorized officers of the Participants:**

**For the Village:**

Kathy Skwarchuk  
**Kathy Skwarchuk**  
Chief Administrative Officer  
The Village of Alberta Beach

Date: October 19, 2023

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**For the RCMP:**

Lisa Moreland, A/Commr.  
C. M. (Curtis) Zablocki, M.O.M. A/CO  
Deputy Commissioner  
Commanding Officer Alberta RCMP

Date: 2023-09-NOV.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALBERTA TRANSPORTATION & Economic  
Corridors ✓/w

AND

Village of Alberta Beach

- WHEREAS the Dangerous Goods and Rail Safety Unit within Compliance & Oversight Section of the Safety and Policy Division of Alberta Transportation is charged with administration of the Dangerous Goods Program (the Program) in the Province of Alberta, and
- WHEREAS it is considered desirable, in the interests of the public safety of the citizens of Alberta, that the Village of Alberta Beach participate in the administration of the Program, and
- WHEREAS it is considered essential to the success of the Program that delivery of the Program be as consistent and uniform as possible throughout the Province of Alberta in order to promote the orderly and safe transportation of dangerous goods on all highways within the Province.

THEREFORE Alberta Transportation and the Village of Alberta Beach do hereby agree as follows:

ITEM 1 - INTERPRETATION

- (a) In this Memorandum of Understanding:
- (i) "ADM" means the Assistant Deputy Minister responsible for Safety and Policy Division, of Alberta Transportation,
  - (ii) "Section" means the Dangerous Goods and Rail Safety Unit within Compliance & Oversight Section, of the Safety and Policy Division, of Alberta Transportation,
  - (iii) "Chief Inspector" means the Chief Inspector, Dangerous Goods, of the Safety and Policy Division, of Alberta Transportation,
  - (iv) "Alberta EDGE" means Alberta EDGE (Environmental and Dangerous Goods Emergencies), the centre established and maintained by Alberta Transportation to provide compliance information relating to transportation of dangerous goods legislation to industry and the law enforcement and emergency response communities and to facilitate the provision of appropriate expertise in the event of a dangerous occurrence,
  - (v) "Town/Village" means the Village of Alberta Beach.

- (vi) "Department" means the By-law Enforcement Department of the Village of Alberta Beach,
  - (vii) "Director" means the Director of the Dangerous Goods and Rail Safety Unit, of the Safety and Policy Division, of Alberta Transportation,
  - (viii) "Inspector" means a member of the Department who has been designated as an Inspector under Item 3(a) of this Memorandum,
  - (ix) "Peace Officer" means the Community Peace Officer for the Village of Alberta Beach;
  - (x) "Provincial Act" means the *Dangerous Goods Transportation and Handling Act*, Chapter D-4, Statutes of Alberta, 2000, together with Regulations made pursuant thereto, as amended from time to time, and
- (b) Unless otherwise defined herein, the terms used in this Memorandum of Understanding have the same meaning as those used in the Provincial Act.

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#### ITEM 2 - TRAINING

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- (a) The Section will provide a training program designed to qualify persons as Inspectors under the Provincial Act and shall provide such training as is agreed upon by the ADM and the Village of Alberta Beach to any member of the Department who is recommended for such training by the Village of Alberta Beach; and
- (b) The Section will provide refresher training and re-designation training as required.

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#### ITEM 3 - DESIGNATION OF INSPECTORS

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- (a) When a member of the Department has successfully completed the training specified in Item 2, the Section will arrange for the designation of the member as an Inspector pursuant to the provisions of the Provincial Act. Such designation shall have application with respect to those highways for which the member has been appointed as a Peace Officer under the Alberta Peace Officer Act.
- (b) When a member of the Department has successfully completed the training specified in Item 2, and the training is provided for awareness purposes, a Certificate of Completion is issued in lieu of an Inspector designation.

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#### ITEM 4 - TECHNICAL SUPPORT

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- (a) The Section will ensure the availability of information with respect to the technically complex aspects of the Provincial Act and further provide or facilitate the provision of technical information relative to the hazards and appropriate emergency response procedures for those products, substances and organisms regulated under the said Act; and

- (b) The information specified in Item 4(a) will be made available to Inspectors on a twenty-four-hour basis through Alberta EDGE.

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**ITEM 5 - ON-HIGHWAYS INSPECTIONS**

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- (a) Inspectors will conduct inspection activities only on those highways for which they have been appointed as Peace Officers under the Alberta Peace Officer Act in relation to the on-highways transportation of dangerous goods with respect to those portions of the Provincial Act as determined by the Director; and
- (b) The Department will provide the Section with statistical information relative to those activities specified in Item 5(a).

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**ITEM 6 - TRAFFIC VIOLATION REPORTS**

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- (a) Where the activities specified in Item 5 identify the likelihood of an offence with respect to the transportation of dangerous goods under the Provincial Act and conditions are such that a warning is deemed appropriate, the Inspector may issue a Traffic Violation Report on the form provided by Alberta Justice and Solicitor General; and
- (b) The Inspector will forward a copy of any such Traffic Violation Report to the Section.

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**ITEM 7 - VIOLATION TICKETS**

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- (a) For the purposes of this Item, "Violation Ticket", with respect to the Provincial Act, has the same meaning as that which is used in the Provincial Offences Procedures Act, insofar as it pertains to offences under the Provincial Act in relation to which the Lieutenant Governor has made Regulations under the Provincial Offences Procedures Act;
- (b) Where the activities specified in Item 5 identify the likelihood of an offence with respect to the transportation of dangerous goods under the Provincial Act and conditions are such that the issuance of a Violation Ticket is deemed appropriate, the Inspector may issue a Violation Ticket; and
- (c) The Inspector will forward a copy of any such Violation Ticket to the Section.

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**ITEM 8 - PROSECUTIONS**

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- (a) Where the activities specified in Item 5 identify the likelihood of an offence with respect to the transportation of dangerous goods under the Provincial Act and conditions are such that a prosecution, other than a prosecution outlined in Item 7, should be considered, the Inspector will prepare a report and submit it to the Section so that appropriate action may be implemented; and
- (b) The Section will advise the Department and the Inspector of the results of any such action.

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**ITEM 9 - FACILITY INSPECTIONS**

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- (a) Where an Inspector becomes aware of the likelihood of an offence with respect to the handling or offering for transport of dangerous goods within a facility, the Inspector will notify the Section and the Section will conduct an investigation and take appropriate remedial action where such an offence is likely to have occurred in the Province of Alberta;
- (b) Where those offences mentioned in Item 9(a) are alleged to have occurred elsewhere in Canada, the Section will endeavour to facilitate similar efforts by the responsible jurisdiction; and
- (c) The Section will advise the Department and the Inspector of the results of the investigation.

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**ITEM 10 - DANGEROUS GOODS OCCURRENCES**

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- (a) Where an Inspector becomes aware of a dangerous goods occurrence in the jurisdiction and it is apparent that the Section has not been made aware of the dangerous goods occurrence, the Inspector will immediately notify Alberta EDGE or have Alberta EDGE notified.

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**ITEM 11 - CHANGE OF EMPLOYMENT**

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- (a) Where an Inspector leaves the employment of the Department, the Department will notify the Section as soon as is reasonably practicable and return the Inspector designation to the Section.

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**ITEM 12 - CONSULTATION PROCESS**

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- (a) The Director or the Chief Inspector and the Village of Alberta Beach may meet upon request by either party to discuss the provisions of this Memorandum of Understanding as well as the progress and direction of the Dangerous Goods Program in the Province of Alberta.

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**ITEM 13 - AMENDMENT PROCESS**

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- (a) This Memorandum of Understanding may be amended from time to time upon the written agreement of the ADM and the Village of Alberta Beach.

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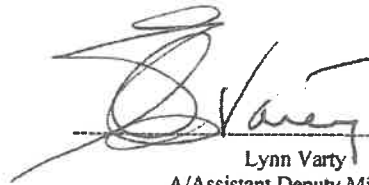
**ITEM 14 - COMMENCEMENT AND TERMINATION**

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- (a) This Memorandum of Understanding takes effect immediately upon signing by both parties; and
- (b) This Memorandum of Understanding may be terminated upon mutual agreement of the ADM and the Village of Alberta Beach or, alternatively, 60 days after written notice is provided by either party.

IN WITNESS WHEREOF the parties to this Memorandum of Understanding have set their  
signatures this 03 day of November, 2022.



Lynn Varty  
A/Assistant Deputy Minister  
Safety and Policy Division  
Alberta Transportation  
\* Economic Corridors



Kathy Skwarchuk  
Chief Administrative Officer  
Village of Alberta Beach



## **Alberta Beach Regional Patrol**

### **Mutual Aid Agreements 2023**

Mutual Aid Agreements are in place with the following agencies:

Lac Ste Anne County

Attention: Mike Primeau, County Manager

Box 219

Sangudo, AB

TOE 2A0

Phone: 780-785-3411

Fax: 780-785-2359

Email: [LSAC@LSAC.ca](mailto:LSAC@LSAC.ca)

Town of Mayerthorpe

Regional Enforcement Services

Attention: Karen St. Martin, Acting CAO

Box 420

Mayerthorpe, AB

TOE 1N0

Phone: 780-786-2416

Fax: 780-786-4590

Email: [cao@mayerthorpe.ca](mailto:cao@mayerthorpe.ca)



Agreement made this 15 day of July, 2022

Between:

**LAC STE. ANNE COUNTY**  
(the "County")

-and-

**ALBERTA BEACH**  
(the "Village")

WHEREAS both the County and the Village employ Peace Officers;

WHEREAS the County and the Village on occasion desire to have additional support from Peace Officers in the other municipality, and are each prepared to make available the services of their respective Peace Officers to the other municipality on the terms and conditions set out herein;

NOW THEREFORE, this agreement witnesses that in consideration of the terms and conditions contained in this agreement, the parties agree as follows:

1. In this Agreement:
  - a) "Authorization" means the authorization of the County or the Village to employ or engage Peace Officers, as amended or replaced from time to time, issued pursuant to the *Peace Officer Act, SA 2006, c.P-35*;
  - b) "Enforcement Services" means those activities reasonably related to the enforcement of municipal bylaws and applicable provincial legislation within County or the Village, as the case may be, excluding any areas that fall outside other jurisdiction prescribed in the County or the Village's Authorization or the applicable Peace Officer Appointment. The level of service shall be similar to that provided by the Peace Officers within their own respective municipality;
  - c) "Enforcement Revenue" means all income, in any form, that is generated by, or arises from, the provision of the Enforcement Services during the term. Without restricting the generality of the foregoing, this shall include any funds arising from the enforcement of provincial legislation or applicable bylaws, including fines and penalties, funds generated by tickets or tags, and proceeds arising from prosecution of offences; and
  - d) "Peace Officer Appointment" means the appointment(s) of Peace Officer(s) employed or engaged by the County or the Village, as amended or replaced from time to time, made pursuant to the *Peace Officer Act, SA 2006, c.P-35*;
2. This Agreement shall be in effect from January 1, 2022 to December 31, 2025, unless extended by mutual agreement in writing, or earlier terminated in accordance with this Agreement.
3. During the term of this Agreement, either party (the "Requesting Party") may request that the other municipality (the "Responding Party") have its Peace Officers provide Enforcement Services for the Requesting Party in that municipality. Such a request shall be made in writing to the contact person set out in section 16 of this Agreement.

4. Nothing in this Agreement shall be deemed or construed as an obligation for the Responding Party to provide Enforcement Services as requested by the Requesting Party, or at all. It is understood that the decision to provide such Enforcement Services shall be solely within the discretion of the Responding Party based on the available resources and other demands of the Responding Party at the time of such request. The Requesting Party shall have no claim for damages or compensation against the Responding Party arising from any failure or refusal to provide Enforcement Services. .
5. The Requesting Party shall pay to the Responding Party the sum of \$105.00/hour for the Enforcement Services provided by any Peace Officer, with a minimum of 3 hours for per call out and request to provide such services. Time spent during the performance of investigations, court duties, and disciplinary proceedings stemming Enforcement Services shall be included in the calculation of hours. The Responding Party shall invoice the Requesting Party monthly and the Requesting Party shall pay the billed amount within thirty (30) days of the billing date.

Notwithstanding the foregoing, the parties agree that the provision of Enforcement Services during certain special events (including the Alberta Beach SnoMo Days, held in the Village, and the Lac Ste. Anne Pilgrimage, held in the County) shall be at no cost to the Requesting Party. The Village and the County shall outline in writing such events and the services requested which shall be excluded from the foregoing fees.

The rates shall be negotiated by both parties and such negotiations are to be completed by October 1<sup>st</sup> of each year, for the rates for the following year.

6. Except for the foregoing fees, each municipality shall remain liable for all costs associated with their respective Peace Officers, including with respect to their office supplies, equipment, training and education, uniforms, travel, employee salaries, benefits and disciplinary proceedings.
7. The provision of Enforcement Services shall not entitle the Responding Party to any Enforcement Revenue, and each municipality shall continue to be entitled to all Enforcement Revenues relating to the enforcement of provincial legislation or municipal bylaws within its own boundaries whether or not generated from Enforcement Services under this Agreement.
8. Each municipality shall maintain general liability insurance coverage covering the Enforcement Services provided under this Agreement.
9. Both municipalities agree that any complaint received with respect to the provision of Enforcement Services by Peace Officers pursuant to this Agreement shall be immediately forwarded to the respective person designated to receive such complaints pursuant to the disciplinary policies in place for the municipality that employs such Peace Officer. The municipality employing the Peace Officer shall be solely responsible for addressing complaints received in relation to the provision of Enforcement Services, and for any disciplinary action taken against Peace Officers in accordance its bylaws and policies and the Public Security Peace Officer Program Policy and Procedures Manual.
10. This Agreement may be terminated by either party giving thirty (30) days' notice in writing to the other party of the intention to terminate the Agreement and such termination is to be effective thirty (30) days after the delivery of the written notice of the intention to terminate.

C

11. Notwithstanding anything in the Agreement to the contrary, this Agreement shall terminate automatically and immediately in the event that either party's Authorization or Peace Officer Appointments is/are terminated, cancelled, revoked, suspended, or otherwise cease to have effect.
12. Each of the parties hereto shall be responsible for an indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law. Such indemnification will survive the expiration of the term or the termination of this Agreement for any reason.
13. This Agreement may only be altered or amended when any such changes are reduced to writing and signed by the parties hereto.
14. Both parties are responsible for complying with applicable laws, and maintaining any required approvals and authorizations, including each party's Authorization and Peace Officer Appointments, as may be necessary to allow for the provision of Enforcement Services under this Agreement.
15. Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provision contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.
16. Any notices required or permitted to be given to the Village may be effected if given to the Village at:

Attention: Chief Administrative Officer  
Alberta Beach  
Box 278  
Alberta Beach, AB T0E 0A0

Phone: 780-924-3181  
Fax: 780-924-3313  
Email: [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

And any notices required or permitted to be given to the County may be effectively given to the County at:

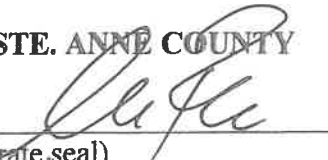
Attention: County Manager  
Lac Ste. Anne County  
Box 219  
Sangudo, AB T0E 2A0

Phone: 780-785-3411  
Fax: 780-785-2359  
Email: [LSAC@LSAC.ca](mailto:LSAC@LSAC.ca)

Any notice mailed as aforesaid shall be deemed to have been given on the third (3rd) business day following that on which the letter containing such notice is posted, or upon the following business day if sent by email, or upon the actual date of delivery if personally delivered. Each of the parties may change its address for service by notice in writing served upon the other party as herein provided.

Nowtherefore the parties have set their hand and seal on the day and year first above written.

**LAC STE. ANNE COUNTY**

PER:   
(corporate seal)

PER: 

**ALBERTA BEACH**

PER:   
(corporate seal)

PER: 

# SERVICE AGREEMENT

This Agreement made this 8<sup>th</sup> day of June 2015.

Between:

Village of Alberta Beach Regional Patrol Department

A Municipal Corporation in the Province of Alberta,

OF THE FIRST PART

AND

Town of Mayerthorpe Regional Enforcement Services

A Municipal Corporation in the Province of Alberta,

OF THE SECOND PART

WHEREAS, The Village of Alberta Beach and Town of Mayerthorpe employ Peace Officers, and  
WHEREAS, The Village & Town are desirous of establishing an agreement to Share Peace Officer services for the purpose of conducting traffic operations in line with the Alberta Traffic Safety Plan by working together, providing assistance to each other, and for the safety of Peace Officers in both

municipalities, and

WHEREAS, Alberta Traffic Safety Plan is a provincial traffic safety initiative to decrease the average number of road users killed or seriously injured by focusing education and enforcement initiatives on increased seat belt and child restraint use, speed and intersection related crashes, and

WHEREAS, both municipalities will seek from the Alberta Solicitor General and Public Security the appointment of the peace officers thus having jurisdiction for the appointed statues within both

municipalities, and

WHEREAS, the Peace Officer Act R.S.A 2007 updated February 2012, being section 13.0, requires that an agreement be entered into between both municipalities.

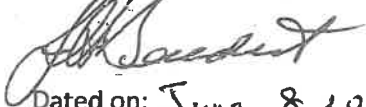
NOW THEREFORE, this agreement witnesses that in consideration of the terms and conditions contained in this agreement, the Village and Town have set out as follows:

1. The purpose of this agreement shall be to allow Peace Officers of both municipalities to assist each other in the performance of their duties by working together.
2. Both municipalities shall be liable for all costs and actions of their Peace Officers while they are assisting the Peace Officers employed by the other including, but not limited to, office supplies, equipment, training and education, uniform, travel, employee salaries, benefits and disciplinary proceedings;
3. Each municipality shall maintain general liability insurance coverage covering the Peace Officer Services provided under this agreement;
4. Both municipalities acknowledge that any complaint received with respect to the provision of Peace Officers Services by Peace Officers pursuant to this agreement shall be immediately forwarded to the respective person designated to receive such complaints pursuant to the disciplinary policies in place for the department;
5. Each municipality agrees to indemnify and save harmless to the other municipality (or their agents, servants, officers, elected officials or employees) with respect to any claim, action, suit, proceeding or demand including those related to negligence, made or brought against the municipality (or any of them, their agents, servants, officers, elected officials, or employees) by third party with respect to any occurrence, incident, accident or happening relating to the provisions of Peace Officer Services pursuant to this agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by each municipality (or their agents, servant, elected officials or employees);
6. For the purposes of this agreement the term "department of jurisdiction" shall mean the municipality whose corporate boundaries encompass the joint operation.
7. When Peace Officers encounter a situation requiring enforcement in the other municipality:
  - a. The Peace Officer will immediately notify the department of jurisdiction
  - b. The Peace Officer will conduct the investigation in accordance with direction of the department having jurisdiction;
8. In the event a complaint request for an investigation is received from another agency, the Peace Officer shall ensure the department of jurisdiction has been notified and no action will take place until the procedure outlined in Section 4 of this agreement is followed.
9. When a Peace Officer is assisting the department of jurisdiction, the officer in charge shall be the most senior officer from the department.
10. Any fines generated through enforcement shall be forwarded to the municipality of jurisdiction.
11. If the Authorization to Employ Peace Officers for either municipality is terminated by the Alberta Solicitor General and Public Security, then this agreement will similarly be immediately terminated;
12. This agreement may be reviewed periodically;
13. Notwithstanding Section 11 of this agreement, any party may terminate or suspend this agreement without cause by providing written notice to the other parties 1 (one) week in advance; and
14. If any municipality terminates this agreement, the Alberta Solicitor General and Public Security office will be immediately advised of this termination and instructed to amend the Peace Officer appointments by removing the other municipalities jurisdiction.

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Village of Alberta Beach

Regional Patrol Services



Dated on: June 8, 2015

Town of Mayerthorpe

Regional Enforcement Services



Dated on: June 4, 2015

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## **Alberta Beach Regional Patrol**

### **CPO Service Agreements 2023**

CPO Service Agreements are in place with the following municipalities:

Summer Village of Sunset Point  
Attention: Matthew Ferris, CAO  
Box 596  
Alberta Beach, AB  
T0E 0A0  
Phone: 780-665-5866  
Fax: 780-967-5651  
Email: [office@sunsetpoint.ca](mailto:office@sunsetpoint.ca)

Summer Village of Val Quentin  
Attention: Marlene Walsh, CAO  
Box 3115  
Spruce Grove PO Main, AB  
T7X 3A4  
Phone: 780-668-3182  
Email: [cao@valquentin.ca](mailto:cao@valquentin.ca)



## **CPO Services Provided by Peace Officer**

### **Community Peace Officer Services Provided in Alberta Beach include:**

Alberta Beach Peace Officers provide services in Alberta Beach which include enforcement of the traffic safety act and local municipal bylaws such as the Animal Control Bylaw, Burning Bylaw, Fireworks Bylaw, Off Highway Vehicle Bylaw, Parks Bylaw, Public Order Bylaw, Traffic Bylaw, Untidy & Unsightly Premises Bylaw and Waste Collection & Disposal Bylaw within the boundaries of Alberta Beach also including enforcement of legislation as listed on the Peace Officer Appointment as follows:

The Traffic Safety Act

The Animal Protection Act

The Dangerous Dogs Act

The Environmental Protection and Enhancement Act, Part 9, Division 2

The Fuel Tax Act

The Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1)

The Innkeepers Act

The Petty Trespass Act

The Provincial Offences Procedure Act

The Tobacco, Smoking, and Vaping Reduction Act

The Trespass to Premises Act

### **Community Peace Officer Services provided to the Summer Village of Sunset Point include:**

Alberta Beach has an agreement with the Summer Village of Sunset Point (Agreement attached) to provide Peace Officer Services for enforcement of the traffic safety act and local municipal bylaws including their Animal Control By-law, Noise Bylaw, Off Highway Bylaw, Traffic Bylaw, Parking Bylaw, Fireworks Bylaw and Untidy & Unsightly Premises Bylaw within the boundaries of Sunset Point also including;

Enforcement of the Traffic Safety Act, the Animal Protection Act, the Dangerous Dogs Act, the Environmental Protection and Enhancement Act Part 9 Division 2, the Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1), the Innkeepers Act, the Petty Trespass Act, the Provincial Offences Procedure Act, the Tobacco, Smoking and Vaping Reduction Act and the Trespass to Premises Act within the boundaries of Sunset Point.

### **Community Peace Officer Services provided to the Summer Village of Val Quentin include:**

Alberta Beach has an agreement with the Summer Village of Val Quentin (Agreement attached) to provide Peace Officer Services for enforcement of the traffic safety act and local municipal bylaws including their Animal Control By-law, Noise Bylaw, Off Highway Bylaw and Fireworks Bylaw within the boundaries of Val Quentin also including;

Enforcement of the Traffic Safety Act, the Animal Protection Act, the Dangerous Dogs Act, the Environmental Protection and Enhancement Act Part 9 Division 2, the Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1), the Innkeepers Act, the Petty Trespass Act, the Provincial Offences Procedure Act, the Tobacco Smoking and Vaping Reduction Act and the Trespass to Premises Act within the boundaries of Val Quentin.

**COMMUNITY PEACE OFFICER SERVICES AGREEMENT**  
**ENTERED INTO THIS 17 DAY OF Jan, A.D. 2022, 2023**

**BETWEEN**

**ALBERTA BEACH**

**A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as "Alberta Beach")  
OF THE FIRST PART**

**-and-**

**THE SUMMER VILLAGE OF SUNSET POINT**

**A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as "Sunset Point")  
OF THE SECOND PART**

**WHEREAS**, Alberta Beach has entered into an employment agreement with a Community Peace Officer(s) to supply Community Peace Officer Services, Bylaw Enforcement and Animal Control to Alberta Beach;

**AND WHEREAS**, Sunset Point desires to enter into an agreement with Alberta Beach to obtain the Community Peace Officer, Bylaw Enforcement and Animal Control services of the Community Peace Officer(s) within the boundaries of Sunset Point;

**AND WHEREAS**, the Community Peace Officer(s) has been appointed by the Alberta Solicitor General as having jurisdiction to enforce within the boundaries of Alberta Beach and Sunset Point the Traffic Safety Act, the Animal Protection Act, the Dangerous Dogs Act, the Environmental Protection and Enhancement Act Part 9 Division 2, the Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1), the Innkeepers Act, the Petty Trespass Act, the Provincial Offences Procedure Act, the Tobacco and Smoking Reduction Act and the Trespass to Premises Act;

**AND WHEREAS**, the Peace Officer Act, Statutes of Alberta, 2006, Chapter P-3.5, and amendments thereto, requires that an agreement be entered into between Alberta Beach and Sunset Point with respect to the provisions of Community Peace Officer Services through the employment of a Community Peace Officer(s);

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that in consideration of the terms, conditions, covenants and provisos contained herein to be observed and performed, the parties hereto agree as follows:

1. The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2023 unless automatically renewed as per clause 11.
2. Alberta Beach agrees to supply Community Peace Officer, Bylaw Enforcement and Animal Control services through the Community Peace Officer(s) employed by Alberta Beach to Sunset Point. The Community Peace Officer, Bylaw Enforcement and Animal Control services provided to Sunset Point shall include the following:

## **COMMUNITY PEACE OFFICER SERVICES AGREEMENT**

### **PAGE 2**

- a) Enforcement of the Animal Control By-law #235, the Noise Control Bylaw #287, the Off Highway Vehicle Bylaw #273, the Parking Bylaw #259, the Traffic Bylaw #245, the Fireworks Bylaw #302 and the Untidy and Unsightly Premises Bylaw #140 of the Summer Village of Sunset Point within the boundaries of Sunset Point;
  - b) Enforcement of the Traffic Safety Act, the Animal Protection Act, the Dangerous Dogs Act, the Environmental Protection and Enhancement Act Part 9 Division 2, The Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1), the Innkeepers Act, the Petty Trespass Act, the Provincial Offences Procedures Act, the Tobacco and Smoking Reduction Act and the Trespass to Premises Act within the boundaries of Sunset Point.
3. Sunset Point agrees to pay Alberta Beach the sums for the Community Peace Officer, Bylaw Enforcement and Animal Control services supplied pursuant to this agreement as stated in Schedule "A".
  4. Alberta Beach acknowledges that Sunset Point is to receive all fines relating to the enforcement of Provincial Statutes received by Sunset Point as generated from the Community Peace Officer services supplied by the Community Peace Officer(s) pursuant to this agreement. Sunset Point agrees to cover all court or legal costs incurred from enforcing provincial statutes and local bylaw violations in Sunset Point.
  5. Sunset Point agrees to insure Alberta Beach's Community Peace Officer(s) under its general liability insurance policy to cover the performance of the Community Peace Officer, Bylaw Enforcement and Animal Control services by the Community Peace Officer(s) for Sunset Point pursuant to this Agreement. This insurance coverage shall be maintained by Sunset Point in full force and effect throughout the term of this agreement.
  6. Sunset Point agrees to be liable for the actions of the Community Peace Officer(s) while the Community Peace Officer is on duty or otherwise supplying Community Peace Officer, Bylaw Enforcement and Animal Control services to Sunset Point pursuant to this agreement.
  7. Sunset Point agrees to supply the Community Peace Officer(s) with a copy of the local bylaws as mentioned in item 2.a) above. Sunset Point also agrees it is the responsibility of Sunset Point to advise and forward to the Community Peace Officer(s) a copy of any revised or amended bylaw.
  8. Sunset Point shall receive from the Community Peace Officer(s) reports on all Community Peace Officer Services supplied by the Community Peace Officer(s) to Sunset Point upon their request.
  9. Sunset Point acknowledges that any written complaints received by it with respect to the provision of Community Peace Officer, Bylaw Enforcement and Animal Control services by the Community Peace Officer(s) pursuant to this agreement shall be immediately forwarded to the C.A.O. of Alberta Beach. Any disciplinary action taken against the Community Peace Officer(s) as a result of these complaints shall be the responsibility of Alberta Beach.

**COMMUNITY PEACE OFFICER SERVICES AGREEMENT  
PAGE 3**

10. If the appointment of the Community Peace Officer(s) from the Alberta Solicitor General for the jurisdiction of Sunset Point is terminated, then this agreement shall similarly immediately be terminated. Notwithstanding the foregoing, either party may terminate this agreement by providing three months notice in writing to the other. This agreement can be amended by mutual agreement with two months written notice.
  
11. This agreement will automatically renew at the end of each term for a further term of one year unless either party gives the other written notice of termination of at least 90 days prior to the end of the current term.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

**ALBERTA BEACH**

Per: \_\_\_\_\_  
Mayor

Per: Kathy Sknorchuk  
Chief Administrative Officer

**SUMMER VILLAGE OF SUNSET POINT**

Per: \_\_\_\_\_  
Mayor

Per: Mark Fort  
Chief Administrative Officer

**COMMUNITY PEACE OFFICER SERVICES AGREEMENT  
PAGE 4**

**SCHEDULE "A"**

Alberta Beach will provide "Community Peace Officer", "Bylaw Enforcement" and "Animal Control" services to the Summer Village of Sunset Point on a cost sharing basis. The cost sharing shall be based 50% on population stat percentages and 50% on parcel count percentages (of the trivillage municipalities). The cost sharing will be based on the patrol department 2023 estimated budget of \$139,500.00 less contracted revenue.

The following sums are due and payable by the Summer Village of Sunset Point to Alberta Beach for "Community Peace Officer", "Bylaw Enforcement" and "Animal Control" services on the dates specified:

**2023**

Fee for service	\$25,807.00
Due	Quarterly upon receipt of invoice

**COMMUNITY PEACE OFFICER SERVICES AGREEMENT  
ENTERED INTO THIS 27 DAY OF December, A.D. 2022.**

**BETWEEN**

**ALBERTA BEACH**

**A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as "Alberta Beach")**

**OF THE FIRST PART**

**-and-**

**THE SUMMER VILLAGE OF VAL QUENTIN**

**A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as "Val Quentin")**

**OF THE SECOND PART**

**WHEREAS**, Alberta Beach has entered into an employment agreement with a Community Peace Officer(s) to supply Community Peace Officer Services, Bylaw Enforcement and Animal Control to Alberta Beach;

**AND WHEREAS**, Val Quentin desires to enter into an agreement with Alberta Beach to obtain the Community Peace Officer, Bylaw Enforcement and Animal Control services of the Community Peace Officer(s) within the boundaries of Val Quentin;

**AND WHEREAS**, the Community Peace Officer(s) has been appointed by the Alberta Solicitor General as having jurisdiction to enforce within the boundaries of Alberta Beach and Val Quentin the Traffic Safety Act, the Animal Protection Act, the Dangerous Dogs Act, the Environmental Protection and Enhancement Act Part 9 Division 2, the Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1) the Innkeepers Act, the Petty Trespass Act, the Provincial Offences Procedure Act, the Tobacco and Smoking Reduction Act and the Trespass to Premises Act;

**AND WHEREAS**, the Peace Officer Act, Statutes of Alberta, 2006, Chapter P-3.5, and amendments thereto, requires that an agreement be entered into between Alberta Beach and Val Quentin with respect to the provisions of Community Peace Officer Services through the employment of a Community Peace Officer(s);

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that in consideration of the terms, conditions, covenants and provisos contained herein to be observed and performed, the parties hereto agree as follows:

1. The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2023 unless automatically renewed as per clause 11.
2. Alberta Beach agrees to supply Community Peace Officer, Bylaw Enforcement and Animal Control services through the Community Peace Officer(s) employed by Alberta Beach to Val Quentin. The Community Peace Officer, Bylaw Enforcement and Animal Control services provided to Val Quentin shall include the following:

**COMMUNITY PEACE OFFICER SERVICES AGREEMENT**

**PAGE 2**

- a) Enforcement of the Animal Control By-law, the Noise Bylaw, the Off Highway Bylaw and the Fireworks Bylaw of the Summer Village of Val Quentin within the boundaries of Val Quentin;
  - b) Enforcement of the Traffic Safety Act, the Animal Protection Act, the Dangerous Dogs Act, the Environmental Protection and Enhancement Act Part 9 Division 2, the Gaming, Liquor and Cannabis Act Sections 83/84/87/89/107/108 section 115 subject to section 53 of the Police Act, Act (Gaming, Liquor and Cannabis Regulation AR 143/96 section 87.1) the Innkeepers Act, the Petty Trespass Act, the Provincial Offences Procedure Act, the Tobacco and Smoking Reduction Act and the Trespass to Premises Act within the boundaries of Val Quentin.
3. Val Quentin agrees to pay Alberta Beach the sums for the Community Peace Officer, Bylaw Enforcement and Animal Control services supplied pursuant to this agreement as stated in Schedule "A".
  4. Alberta Beach acknowledges that Val Quentin is to receive all fines relating to the enforcement of Provincial Statutes received by Val Quentin as generated from the Community Peace Officer services supplied by the Community Peace Officer(s) pursuant to this agreement. Val Quentin agrees to cover all court or legal costs incurred from enforcing provincial statutes and local bylaw violations in Val Quentin.
  5. Val Quentin agrees to insure Alberta Beach's Community Peace Officer(s) under its general liability insurance policy to cover the performance of the Community Peace Officer, Bylaw Enforcement and Animal Control services by the Community Peace Officer(s) for Val Quentin pursuant to this Agreement. This insurance coverage shall be maintained by Val Quentin in full force and effect throughout the term of this agreement.
  6. Val Quentin agrees to be liable for the actions of the Community Peace Officer(s) while the Community Peace Officer is on duty or otherwise supplying Community Peace Officer, Bylaw Enforcement and Animal Control services to Val Quentin pursuant to this agreement.
  7. Val Quentin agrees to supply the Community Peace Officer(s) with a copy of the local bylaws as mentioned in item 2.a) above. Val Quentin also agrees it is the responsibility of Val Quentin to advise and forward to the Community Peace Officer(s) a copy of any revised or amended bylaw.
  8. Val Quentin shall receive from the Community Peace Officer(s) reports on all Community Peace Officer Services supplied by the Community Peace Officer(s) to Val Quentin upon their request.
  9. Val Quentin acknowledges that any written complaints received by it with respect to the provision of Community Peace Officer, Bylaw Enforcement and Animal Control services by the Community Peace Officer(s) pursuant to this agreement shall be immediately forwarded to the CAO of Alberta Beach. Any disciplinary action taken against the Community Peace Officer(s) as a result of these complaints shall be the responsibility of Alberta Beach.

**COMMUNITY PEACE OFFICER SERVICES AGREEMENT**  
**PAGE 3**

10. If the appointment of the Community Peace Officer(s) from the Alberta Solicitor General for the jurisdiction of Val Quentin is terminated, then this agreement shall similarly immediately be terminated. Notwithstanding the foregoing, either party may terminate this agreement by providing three months notice in writing to the other. This agreement can be amended by mutual agreement with two months written notice.
  
11. This agreement will automatically renew at the end of each term for a further term of one year unless either party gives the other written notice of termination of at least 90 days prior to the end of the current term.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

**ALBERTA BEACH**

Per: \_\_\_\_\_  
Mayor

Per: Kathy Skowrochuk  
Chief Administrative Officer

**SUMMER VILLAGE OF VAL QUENTIN**

Per: \_\_\_\_\_  
Mayor

Per: Marlene Walsh  
Chief Administrative Officer





## Statistical Data-Calls to Service 2023



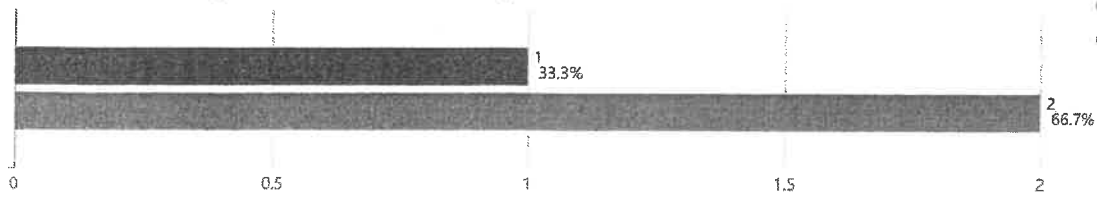
Key Numbers	
Motor Vehicle Stops	208
Motor vehicle stops commercial	5
Motor vehicle- OHV	9
Assist RCMP	3
Assist Fire	1
Boating incidents/complaints	0
Bylaw Complaints	226
Assist Public works/traffic	2
Lost persons	0
Escorts	0
Fights	0
Court Attendances	17
Drinking in public	0
Impaired driving	1
24 hr suspensions	1
Vandalism	1
Truck off-route violations	0
Trespassing	1
Suspicious activity	5
Stolen vehicles/abandoned	1
Property checks	506



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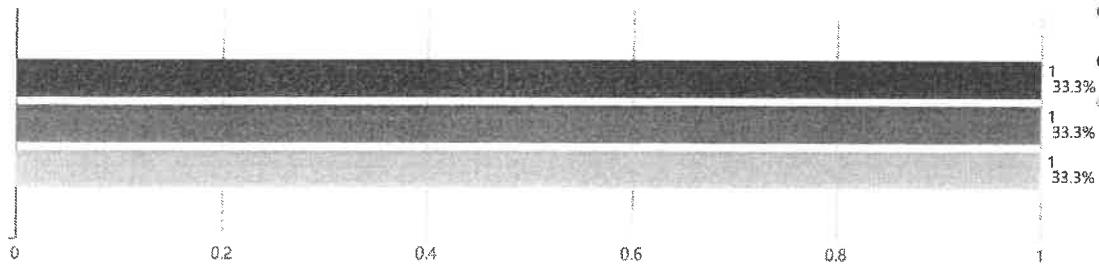
ALBERTA BEACH PATROL

### Count of Reports Completed Total:3 | 100.0%



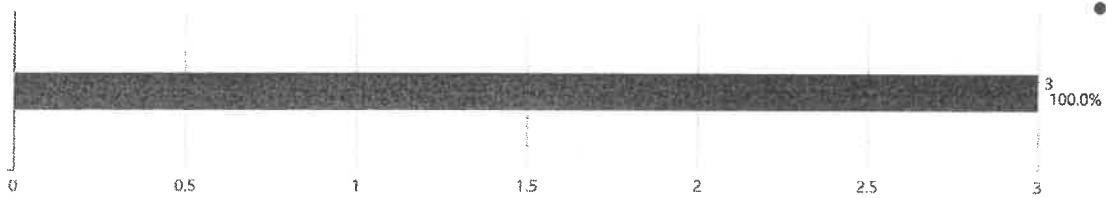
- List of Categories
- MUNICIPAL | 1 | 33.3%
  - PROVINCIAL | 2 | 66.7%

### Method Of Complaint of Reports Total:3 | 100.0%



- List of Method Of Complaints
- COUNCILOR ACTION REQUEST | 1 | 33.3%
  - OFFICER OBSERVED | 1 | 33.3%
  - PHONE | 1 | 33.3%

### Offence location (Subzone) of Reports Total:3 | 100.0%



- List of Offence location (Subzone)
- SUNSET POINT | 3 | 100.0%



# Alberta Beach

## Monthly Tickets By Member For Reporting Period:2023-01-01 - 2023-12-31

Zone:All

Member	Action	Ticket Count
BRUCE PARNO	Section 115(2)(P) of the TRAFFIC SAFETY ACT - Exceed max speed limit estab'd/prescribed for hwy	2
	<b>Member Total</b>	<b>2</b>
STEPHEN ZERR	Section 115(2)(P) of the TRAFFIC SAFETY ACT - Exceed max speed limit estab'd/prescribed for hwy	48
	Section 119(1)(A) of the TRAFFIC SAFETY ACT - Drive/permit another to drive OHV w/o subsisting reg	1
	Section 119(1)(B) of the TRAFFIC SAFETY ACT - Drive unins'd OHV	1
	Section 128.1(2) of the TRAFFIC SAFETY ACT - Operate/ride as passenger on OHV w/o properly wearing a safety helmet	1
	Section 131(1)(D) of the TRAFFIC SAFETY ACT - Operate com veh. in prohibited manner/contrary to cert/Regs	1
	Section 167(1)(A) of the TRAFFIC SAFETY ACT - Failure to provide P.O. w/ operator's licence	2
	Section 167(1)(B) of the TRAFFIC SAFETY ACT - Failure to provide P.O. w/ cert of reg	2
	Section 167(1)(C) of the TRAFFIC SAFETY ACT - Failure to provide P.O. w/ fin resp card	3
	Section 167(3) of the TRAFFIC SAFETY ACT - F/T PROVIDE DOC W/I REAS TIME	5
	Section 52(1)(A) of the TRAFFIC SAFETY ACT - Operate MV/trailer w/o subsisting cert of reg	7
Section 53(1)(A) of the TRAFFIC SAFETY ACT - Drive/park MV/trailer w/o lic plates properly displayed	1	

Section 54(1)(A) of the TRAFFIC SAFETY ACT - Drive unins'd MV on hwy	2
Section 65(1)(C)(1) of the TRAFFIC SAFETY ACT - F/T MAINTAIN EQUIPMENT	1
Section 94.1(1) of the TRAFFIC SAFETY ACT - DRIVE WHILE SUSP/DISQ UNDER IMMEDIATE ROADSIDE SANCTION	1
Section ROPL71(1) of the TRAFFIC SAFETY ACT - Drive MV w/o lic plate securely attached/legible/clearly visible	1
Section RROR15(1)(B) of the TRAFFIC SAFETY ACT - Improperly cross single solid line	2
Section RROR37(A) of the TRAFFIC SAFETY ACT - Fail to obey stop sign before entering intersection	1
Section RVER65(2) of the TRAFFIC SAFETY ACT - Operate MV transporting goods w/o securing goods properly	1
<b>Member Total</b>	<b>81</b>
	2
<b>Member Total</b>	<b>2</b>

### **5.C Extension on Financial Statements**

#### **RECOMMENDATION:**

That Council directs Administration to seek a 4 week extension to the filing of the 2023 Financial Statements.

#### **Background.**

The Auditor believes that the 2023 Financial Statements should be completed by the end of the month. However as a result of only holding one meeting a month it is suggested that Administration seek an extension for filing the 2023 Financial Statements

## **5.D Fire Services**

### **RECOMMENDATION:**

Open for Discussion and Direction.

### **BACKGROUND:**

With Onoway providing notice that it is removing itself from the Regional Fire Service. Administration seeks direction from Council on how to proceed in regards to ensuring fire services for the village in one year time.



April 3rd 2024

Summer Village of Sunset Point

## **6.0 Development**

## **7.0A 2024-01 Tax Rate Bylaw**

### **Recommendation**

That Council gives Bylaw 2024-01 2024 Tax Rate Bylaw first reading as presented.

That Council gives Bylaw 2024-01 2024 Tax Rate Bylaw second reading as presented.

That Council gives Bylaw 2024-01 2024 Tax Rate Bylaw unanimous consent as presented.

That Council gives Bylaw 2024-01 2024 Tax Rate Bylaw third and final reading as presented.

### **Background**

Council approves the 2024 Budget in March. As such the Tax Rate Bylaw reflects the costs in the Budget.

For the average tax payer the tax rate has increase 2% for the municipal portion of the tax bill.

The School Portion of the Tax Bill has decreased from last year by approximately 9%.

The Seniors Foundation Portion of the Bill has increased.

The Minimum tax has increase from \$1273.00 to \$1300.00

**Summer Village of Sunset Point  
2024 Property Tax Bylaw No. 2024-01**

A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE SUMMER VILLAGE OF SUNSET POINT FOR THE 2024 TAXATION YEAR.

WHEREAS, the Summer Village of Sunset Point has prepared and adopted detailed estimates of municipal revenue, expenses and expenditures as required, at the council meeting held on April 3<sup>rd</sup> 2024; and

WHEREAS, the estimated municipal revenues from all sources other than property taxation total \$306,660.00 and:

WHEREAS, the estimated municipal expenses (excluding non-cash items) set out in the annual budget for the Summer Village of Sunset Point for 2024 total \$1,043,151; and the balance of \$736,391 is to be raised by general municipal property taxation; and

WHEREAS, the estimated amount required to repay principal debt to be raised by general municipal taxation is 0.00 \_\_\_ and;

WHEREAS, the estimated amount required for current year capital expenditures to be raised by general municipal taxation is \$120,488.00 and;

WHEREAS, the estimated amount required for future financial plans to be raised by municipal taxation is \$18,357.00; and

THEREFORE the total amount to be raised by general municipal taxation is \$533,780.00 and

WHEREAS, the requisitions are:

<b>Alberta School Foundation Fund</b>	
Residential & Farm land	\$ 181,523.48
Non-residential	\$3,850.16
<b>Designated Industrial Property</b>	\$15.40
<b>Seniors Foundation</b>	\$18797.12

WHEREAS, the council is authorized to sub-classify assessed property, and to establish different rates of taxation in respect to each sub-class of property, subject to the *Municipal Government Act*, Chapter M-26, Revised Statutes of Alberta, 2000; and

WHEREAS, the assessed value of all property in the Summer Village of Sunset Point as shown on the assessment roll is:

Residential & Farm land	<u>\$57,987,140.00</u>
Communal Residential	<u>\$15,208,810.00</u>
Machinery and Equipment	<u>\$ 202,640.00</u>
<b>Total Assessment</b>	<u><b>\$73,397,590.00</b></u>
Designated Industrial Property	<u>\$202,640.00</u>

NOW THEREFORE under the authority of the *Municipal Government Act*, the Council of the Summer Village of Sunset Point, in the Province of Alberta, enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Summer Village of Sunset Point:

	<b>Tax Levy</b>	<b>Assessment</b>	<b>Tax Rate</b>
<b>General Municipal</b>			
Residential & Farm land	\$342,016.87	\$57,986,140.00	.00589825
Communal Residential	\$166,895.68	\$15,208,810.00	.01097362
Non-Residential, Linear, Machinery & Equipment & Designated Industrial Property	\$1138.15	\$202,640.00	.005616599
Minimum Tax	\$23,730.00		\$1300.00
<b>Totals:</b>	<b>\$533,780.00</b>	<b>\$73,397,590.00</b>	

**Alberta School Foundation Fund**

Residential & Farm land	\$181,523.00	\$73,194,950.00	.00248
Non-Residential*	\$3850.16	\$202,640.00	.019
<b>Totals:</b>	<b>\$185,373.64</b>	<b>\$73,397,590.00</b>	

<b>Designated Industrial Property</b>	\$15.40	\$202,640.00	0.000076
<b>Seniors Foundation</b>	\$18,797.12	\$73,397,590.00	0.0002561

2. That the minimum amount payable per parcel as property tax for general municipal purposes shall be \$1300.00.

3. This bylaw comes into force at the beginning of the day that it is passed unless otherwise provided for in the *MGA* or another enactment or in the bylaw. This bylaw is passed when it receives third reading and it is signed in accordance with S.213 of the *MGA*.

READ a first time on this 3<sup>rd</sup> day of April, 2024.

READ a second time on this 3<sup>rd</sup> day of April, 2024.

READ a third and final time on this 3<sup>rd</sup> day of April, 2024.

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Chief Administrative Officer

## **7.0A 2024-02 Special Tax Rate Bylaw**

### **Recommendation**

That Council gives Bylaw 2024-02 Special Tax Rate Bylaw first reading as presented.

That Council gives Bylaw 2024-02 Special Tax Rate Bylaw second reading as presented.

That Council gives Bylaw 2024-02 Special Tax Rate Bylaw unanimous consent as presented.

That Council gives Bylaw 2024-02 Special Tax Rate Bylaw third and final reading as presented.

### **Background**

To establish the annual \$300 Sewer Levy a Special Tax Bylaw must be established annually.

Bylaw No. 2024-02

A BYLAW TO AUTHORIZE A SPECIAL SEWER TAX

WHEREAS pursuant to Section 382 of the Municipal Government Act (Alberta), the Council of the Summer Village of Sunset Point may pass a special tax bylaw to raise revenue to pay for a specific service or purpose by imposing a special tax.

WHEREAS pursuant to Section 382(1)(b) of the Municipal Government Act (Alberta), the Council of the Summer Village of Sunset Point desires to raise revenue by way of a sewer tax to provide financial support to upgrade sewer systems and facilities and services which benefit residents of Sunset Point;

Whereas, the Summer Village of Sunset Point, at the Council Meeting held on April 3<sup>rd</sup> 2024 has prepared and adopted a 2023 Operating Budget including detailed estimates of the municipal revenues and expenditures.

Whereas, it is deemed to be just and equitable to set a special tax rate that will collect an equal amount of special tax from each taxable parcel of land within the municipality sufficient to raise \$95,100 in total. It is estimated that for the 2024 taxation year there are 193 taxable parcels of land in the Summer Village of Sunset Point.

NOW, THEREFORE, under the authority of the *Municipal Government Act*, the Council of the *Summer Village of Sunset Point*, in the Province of Alberta, enacts as follows:

1. In this By-law:
  - a. “Residential Property” shall mean all properties not designated Residential (Communal) in accordance with the Sunset Point Residential Sub Class Bylaw;
  - b. “Residential (Communal)” shall mean a Property designed Residential (Communal) in accordance with the Sunset Point Residential Sub Class Bylaw;
  - c. “Property” means i) a parcel of land, ii) an improvement, iii) a parcel of land and the improvements to it;
2. The Chief Administrative Officer shall levy a Special Tax for the year 2024 on the properties within the Summer Village of Sunset Point which are described in this By-law.
3. All Residential Property shall be charged with a Special Tax of \$300.00 per Property for the year 2024.
4. All Residential (Communal) Property shall be charged with a Special Tax of \$18,900.00 per Property for the year 2024.
5. That the special tax included in this Bylaw shall be levied and collected in the same manner and at the same time as general municipal taxes.
6. That this Bylaw shall take effect on the date of the third and final reading.

READ a first time this 3<sup>rd</sup> of April, 2024.  
READ a second time this 3<sup>rd</sup> of April, 2024.  
Given unanimous consent this 3<sup>rd</sup> of April, 2024.  
READ a third time on this 3<sup>rd</sup> of April, 2024.

The Summer Village of Sunset Point

\_\_\_\_\_

Mayor

\_\_\_\_\_

CAO

**8.0 Committee Reports**  
**A. Councillor Reports**

**Recommendation:**

*That Council accepts the Committee Reports for information.*

**Background.**



**9.0 CAO Reports**

**A. Disbursement CAO Action List**

**Recommendation:** That Council accepts the Update for information.

**Background**

Date	Payee	Category	Total
28/03/2024	Government of Alberta	ASFF Requisition	45866.25
28/03/2024	Alberta Municipal Servi	Street lights	1666.49
28/03/2024	Ste Anne Natural Gas	Utilities	191.79
22/03/2024	Tim Hay Trucking and	Snow Removal	2868.73
21/03/2024	Metrix Group	Contracted Services	5040
21/03/2024	Highway 43 East West	Landfill	172.8
21/03/2024	Government Alberta	Provincial RCMP Co	14290
20/03/2024	ATB Financial	Bank charges	25
18/03/2024	Xplornet	Telecommuication	83.99
14/03/2024	rbc	Bank charges	26.32
08/03/2024	Tim Hay Trucking and	Snow Removal	5118.75
04/03/2024	338 Telus Communica	Telecommuication	521.04
03/03/2024	Tim Hay Trucking and	Snow Removal	385
02/03/2024	Tim Hay Trucking and	Snow Removal	1575
02/03/2024	Standstone Waste & W	Garbage Collection	2862.14
02/03/2024	Real Life Management	Development Office	437.5
01/03/2024	Highway 43 East West	Landfill	313.32
01/03/2024	ATB Financial	Bank charges	1
29/02/2024		Taxes Receivable	243.83
29/02/2024	ATB Financial	Bank charges	28.25
29/02/2024	ATB Financial	Bank charges	0.5
29/02/2024	ATB Financial	Bank charges	15.95
28/02/2024	Ste Anne Natural Gas	Utilities	223.16
28/02/2024	Alberta Municipal Servi	Street lights	1739.92
24/02/2024	Alberta Beach Senior	Hall	75
23/02/2024	CRASC	Appeal	4583.84
23/02/2024	Crasc	Capital Region Assc	2026.75
19/02/2024	Xplornet	Telecommuication	83.99
12/02/2024	rbc	Bank charges	26.32
08/02/2024	Tim Hay Trucking and	Snow Removal	5118.75
06/02/2024	RMRF lega	legal	10520.11
06/02/2024	Standstone Waste & W	garabage	2775.6
02/02/2024	338 Telus Communica	Telecommuication	122.31
01/02/2024	ATB Financial	Bank charges	1

Topic	Status
Cheques	Completed
Tax Prepayment Plan Request	Completed
Answered inquires	completed
negotiated terms with LSAC on service delivery	ongoing
Legal Suit	ongoing
Working on tax rate bylaw	completed
Compiling Survey Data	Completed
Working with auditor	ongoing
Tax Arrears Sales	Completed
Fire Service Meeting LSAC	Completed
TAX CERTIFICATES	Completed
Year End Reports	Completed

## **10.0 Response to Delegations**

**11.0 Additional items**

April 3rd 2024

Summer Village of Sunset Point

12.0 Correspondence