

1.0 Call to Order

2.0 APPROVAL OF AGENDA

3.0 APPROVAL OF MINUTES –

- A. January 8th and January 17th

4.0 Public Submissions:

- A. 5:25pm Darcy Paulichuk**
- B. 5:40pm Randy Schroeder Emergency Management**

5.0 BUSINESS ARISING

- A. 2025 Budget**
- B. Councillor Per Diem**
- C. Home Support Services**
- D. Emergency Services Billing Policy**

6.0 Development Matters

- A. NA**

7.0 New Business

- A. Fire Services Bylaw**
- B. Emergency Management**

8.0 Committee Reports

- A. Councillor Reports**

9.0 CAO Reports

- A. CAO Action List**

10.0 Response to Delegations

- A.**

11.0 Additional Items

- A.**

12.0 Correspondence

NEXT MEETING March 5th 2025

ADJOURNMENT

3.0 A January 8th and January 17th Meeting Minutes

Recommendation:

That Council approve the minutes from the January 8th and January 17th 2025 Council meeting Minutes.

Background:

Council Meeting Minutes are attached for review.

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
January 8 2025 @ 5:15pm.

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 5:31pm

2.0 Approval of AGENDA MOVED by Deputy Mayor Ekins that the January 8th 2025 Agenda be approved as presented.

2025-01

Carried

3.0A APPROVAL OF Minutes MOVED by Councillor Packer that Council approves the November 26th 2024th Council Meeting Minutes as amended.

#2025-02

Carried

4.0A Public Submission - NA

5.0A 2025 Budget

Res. #2025-03 Moved by Mayor Jones that Council accepts the 2025 Budget for information.

Carried

5.0B Year End Financial Update

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

Res. #2025-04 Carried

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
January 8 2025 @ 5:15pm.

5.0c Councillor Per Diem Policy

Moved by Councillor Packer that Council defers until the February Council meeting.

Res. #2025-05

Carried

6.0 Development Matters

7.0 New Business

7.0A Fire Service Bylaw

2025-06 Moved by Mayor Jones that Council gives Fire Service Bylaw 2025-03 second reading as amended.

CARRIED

2025-07 Moved by Deputy Mayor Ekins that Council gives Fire Service Bylaw 2025-03 third and final as amended.

CARRIED

7.0B Fire Invoicing

2025-08 Moved by Mayor Jones that Council accepts the discussion of item 7.0B for information and to further direct Administration to draft a policy for invoicing on emergency services relating fire, emergency management and enforcement .

CARRIED

7.0 Fire Service Agreement

2025-09 Moved by Mayor Jones that Council directs the Mayor and CAO to sign the Fire Service Agreement as presented.

CARRIED

8.0 Committee Reports

A. Council Reports

2025-10 MOVED by Deputy Mayor Ekins that Council accept the Committee Reports for information.

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
January 8 2025 @ 5:15pm.

CARRIED

9.0 CAO REPORTS

A. Reconciliation, Disbursements and Action List

2025-11 MOVED by Deputy Mayor Ekins that Council accept the report for information.

CARRIED

B CAO Contract Amendment

2025-12 Moved by Mayor Jones that Council enters into closed Session regarding Items 7C, 7D, 9B at 6:21pm in accordance to FOIP Sections 16,17, 18, 21,22,23,24.

CARRIED

2025-13 Moved by Mayor Jones that Council comes out of closed session at 7:18pm.

CARRIED

2025-14 Moved by Mayor Jones that Council direct CAO AND Mayor to sign the fire service agreement as presented.

CARRIED

2025-15 Moved by Councillor Packer that Council authorizes the mayor to enter the CAO Addendum Contract.

CARRIED

2025-16 Moved by Deputy Mayor Ekins that Council directs Administration to issue press release on fire service agreement no later than January 10th.

CARRIED

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
January 8 2025 @ 5:15pm.

2025-17 Moved by Deputy Mayor Ekins that Schedules a Special meeting regarding CAO replacement on January 17th at 3:15pm

CARRIED

10.0 Response to Delegates

11.0 Additional Items

12.0 Correspondence

2025- 18 Being that the agenda matters had been concluded the meeting was adjourned at 7:31 PM by Mayor Jones.

CARRIED

These minutes were approved this February 5th 2025

Mayor Jones

Matthew Ferris CAO

MINUTES
SUMMER VILLAGE OF SUNSET POINT
Special MEETING OF COUNCIL
January 17 2025 @ 3:15pm.

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 3:45pm

**2.0 Approval of
AGENDA** MOVED by Deputy Mayor Ekins that the January 17th 2025 Agenda be approved as presented.

2025-19

Carried

3.0A CAO Replacement

MOVED by Deputy Mayor Ekins that enters into closed Session at 3:53pm in accordance to FOIP Sections 16,17, 18, 21,22,23,24.

#2025-20

Carried

Deputy Mayor Ekins leaves the meeting at 4:58pm

#2025-21

Moved by Mayor Jones that Council comes out of closed session at 5:08pm.

Carried

2025-22

Being that the agenda matters had been concluded the meeting was adjourned at 5:08pm by Mayor Jones.

CARRIED

These minutes were approved this February 5th 2025

Mayor Jones

Matthew Ferris CAO

4.0 A Public Submissions

5:25pm Darcy Paulichuk to discuss 2025 Capital Budget

5:45pm Randy Schroeder DEM Emergency Management Presentation

5.0 A 2025 Budget

RECOMMENDATION:

That Council accepts 2025 for discussion for information and directs Administration to XXX.

Background .

Attached is the draft 2025 Budget. One item of note is the costs for the fire department appear to remain the same for 2025 and the true savings will be noticed in 2026

Highlights include:

- Increase in Building Rent even thou we are losing a Tenant
- Election Cost of \$2300.00
- \$1000.00 Ongoing Donation to Lilsa
- \$2500.00 to Agliplex building repairs
- \$3000 reduction in Office Expenses
- \$2000.00 to Alberta Beach Library (This may not be the best option)
- \$21000.00 Increase to Village Signage Budget(Replace Entrance Signs)

The Current Budget forecasts a 2% increase for Residential and a 1% Increase for Communal Residential based on the changes above.

Administration seeks clarity on any special projects Council would like to consider.

OPERATING REVENUES		2025	2026	2027	2028
Budget Code	Budget Description				
1-10-00-00-00-111	Property Taxes	559,562.00	559,562.00	559,562.00	559,562.00
1-10-00-00-00-112	Minimum Tax	23,729.58	31,166.00	31,166.00	31,166.00
1-10-00-00-00-113	Linear Taxes taxx shortfall foundation shortfall asff short fall		1,800.00	1,800.00	1,800.00
1-10-00-00-00-290	ASFF Taxes	185,049.00	185,000.00	185,048.00	185,000.00
1-10-00-00-00-291	Lac Ste Anne Foundation	18,750.00	19,500.00	20,280.00	21,091.20
Total	Total Taxation	787,090.58	797,028.00	797,856.00	798,619.20
Sewer Utility					
1-42-00-00-00-400	Sewer Revitalization	111,880.00	111,880.00	111,880.00	111,880.00
Total	Sewer Revitalization	111,880	111,880	111,880	111,880
Other Revenue Non- Taxation					
1-10-00-00-00-510	Tax Penalties	15,000.00	15,000.00	15,000.00	15,000.00
1-10-00-00-00-511	Tax Certificates	1,000.00	1,000.00	1,000.00	1,000.00
1-12-00-00-00-590	Development Revenue	2,000.00	3,700.00	3,700.00	3,700.00
1-12-00-00-00-591	Boat Hoist Tag Revenue	50.00	100.00	100.00	100.00
1-21-00-00-00-530	Traffic Fines Revenue	600.00	600.00	600.00	600.00
1-32-00-00-00-926	Fire Response Payments	100.00	100.00	100.00	100.00
	Interest	1,000.00	1,000.00	1,000.00	1,000.00
1-32-00-00-00-561	Building Rent	13,000.00	13,000.00	13,000.00	13,000.00
	Other Revenue	6,000.00	1,000.00	1,000.00	1,000.00
	Franchise Fee(s)	20,000.00	20,000.00	20,000.00	20,000.00
Total		58,750.00	55,500.00	55,500.00	55,500.00
Grant Revenue					
1-12-00-00-00-842					
1-12-00-00-00-840	LGFF OPERATING	17,388.00	17,388.00	17,388.00	17,388.00
	lgff	79,000.00	84,000.00	84,000.00	84,000.00
	ACP Grant				
	Acp Trail				
	Gas Tax Grant	15,127.00	15,127.00	15,127.00	15,127.00
1-72-00-00-00-841	Prov Grant FCSS	7,334.00	7,344.00	7,334.00	7,334.00
Total		118,849.00	123,859.00	123,849.00	123,849.00

Total Revenue

1,076,569.58

OPERATING Expenses		2025	2026	2027	2028
General Administration Expenses					
2-11-00-00-231	Memberships- nswa, regional municipality, arb,s	6,000.00	6,800.00	6,800.00	6,800.00
2-11-00-00-294	Insurance- Liability and Group and crime	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
2-11-00-00-771	Community Supports-east end bus (\$300), Don	2,800.00	1,000.00	1,000.00	1,000.00
2-12-00-00-221	Administration - Contract(s)	58,500.00	58,500.00	58,500.00	58,500.00
	Development Officer	5,000.00	5,000.00	5,000.00	5,000.00
2-12-00-00-222	Contracted Assessment	15,000.00	15,000.00	15,000.00	15,000.00
2-12-00-00-225	Audit & Legal Fees	27,000.00	30,000.00	30,000.00	30,000.00
2-12-00-00-226	Software Support/Licensing/Training- Adobe, Q	7,380.00	7,553.00	7,736.00	7,930.00
	Meeting Expenses	1,500.00	1,500.00	1,500.00	1,500.00
2-12-00-00-250	Admin. Mileage	2,500.00	2,500.00	2,500.00	2,500.00
2-12-00-00-260	Advertising/Communication	3,500.00	3,500.00	3,500.00	3,500.00
2-12-00-00-270	Conferences/Training (Administration)	1,000.00	1,800.00	1,800.00	1,800.00
2-12-00-00-514	Office Expense-Postage, Printing, Materials Sup	3,000.00	7,000.00	7,000.00	7,000.00
2-12-00-00-516	Bank Charges	985.00	985.00	985.00	985.00
2-12-00-00-522	Telecommunication- Internet Service (Building i	5,505.00	5,505.00	5,505.00	5,505.00
2-72-00-00-00-130	Payroll Expenses	1,713.00	1,713.00	1,713.00	1,713.00
	Contracted Services(various supports including	8,000.00	11,000.00	11,000.00	11,000.00
	General Reserves	10,000.00	10,000.00	10,000.00	10,000.00
2-12-00-00-230	Tax Recovery Fees	1,500.00	1,500.00	1,500.00	1,500.00
Total		168,383.00	178,356.00	178,539.00	178,733.00
Council Expenses					
2-10-00-00-220	Council Contingency/Expenses	5,500.00	5,500.00	5,500.00	5,500.00
2-10-00-00-270	Council - Conference/Training	7,000.00	7,000.00	7,000.00	7,000.00
2-11-00-00-120	Council Honorarium	18,000.00	15,000.00	17,550.00	17,550.00
2-11-00-00-250	Council - Mileage	1,000.00	1,700.00	1,700.00	1,700.00
2-11-00-00-280	Election	2,300.00			
Total		33,800.00	29,200.00	31,750.00	31,750.00
Public Works					

2-32-00-00-321	Snow Removal	22,000.00	22,000.00	22,000.00	22,000.00
2-32-00-00-322	Street Lights, Utilities	19,000.00	19,000.00	19,000.00	19,000.00
2-43-00-00-241	Landfill	5,000.00	5,000.00	5,000.00	5,000.00
2-32-00-00-323	Signs	21,000.00	1,000.00	1,000.00	1,000.00
2-32-00-00-326	Culvert Maintence	6,000.00	6,000.00	6,000.00	6,000.00
2-32-00-00-326	Road Maintenance-gravel, pot holes	10,000.00	12,500.00	12,500.00	12,500.00
	Capital Road Improvement Reserves	7,500.00	15,000.00	15,000.00	15,000.00
2-43-00-00-242	Collection	39,600.00	39,600.00	39,600.00	39,600.00
Total		130,100.00	120,100.00	120,100.00	120,100.00

Parks and Recreation

2-72-00-00-111	Seasonal Maintenance Worker	46,385.00	46,385.00	46,385.00	46,385.00
	Weed Spraying			3,500.00	3,500.00
2-72-00-00-263	Weed Inspector	500.00	500.00	500.00	500.00
2-72-00-00-324	Misc. Supplies Parks/Park Upgrades	1,000.00	1,000.00	1,000.00	1,000.00
2-72-00-00-544	Portable Toilets	6,500.00	6,000.00	6,000.00	6,000.00
2-74-00-00-765	Library	7,950.00	5,950.00	5,950.00	5,950.00
2-72-00-00-740	FCSS Funding	9,167.00	9,167.00	9,167.00	9,167.00
2-72-00-00-741	Recreation Contribution- Beach Wave	5,000.00	1,000.00	1,000.00	1,000.00
Total		76,502.00	70,002.00	73,502.00	73,502.00

Trivillage

2-42-00-00-763	Lagoon Debenture	31,848.00	31,848.00	31,848.00	31,848.00
2-42-00-00-766	Sewer Rev (\$300.00 per lot)	88,200.00	88,200.00	88,200.00	88,200.00
	Communal Rev				
2-42-00-00-765	TRIVILLAGE REQUISITION	111,880.00	111,880.00	111,880.00	111,880.00
Total		231,928.00	231,928.00	231,928.00	231,928.00

Wild

2-41-00-00-225	Wild Operating	1,265.00	1,265.00	1,265.00	1,265.00
2-41-00-00-226	WILD Debenture (Phase 1)AND 2	10,589.00	10,589.00	10,589.00	10,589.00
Total		11,854.00	11,854.00	11,854.00	11,854.00

Emergency and Protective Services

2-32-00-00-221	Fire Response Payments	100.00	100.00	100.00	100.00
2-32-00-00-223	Municipal Services - Fire	36,792.00	32,430.00	33,402.90	34,404.99
2-32-00-00-223	Municipal Services - CPO,	25,807.00	25,807.00	25,807.00	25,807.00
2-32-00-00-218	Regional Emergency Management-Agency fees	5,500.00	5,500.00	5,500.00	5,665.00
	RCMP Provincial Policy	14,776.00	14,776.00	14,776.00	14,776.00
Total		82,975.00	78,613.00	79,585.90	80,752.99

Capital Projects, Special Projects and Grants

2-32-00-00-334	FCSS Signs	5,000.00			
	MSI Operating-street cleaning, line painting,crad	17388	17388	17388	17388

2-32-00-00-00-225	MSI Capital Sunset Drive Rehab				
2-32-00-00-00-335	MSI Capital Rail Grade				
2-32-00-00-00-335	MSI Capital Building(Office Repair, Well Carpet washroom, heat)				
2-32-00-00-00-335	MSI Capital Stormwater				
2-32-00-00-00-335	MSI Capital Park Revitalization				
2-32-00-00-00-335	MSI Capital Expenses-				
Total		22,388.00	17,388.00	17,388.00	17,388.00
Requisitions and One Time Grants					
2-10-00-00-00-790	ASFF Requisition	185,048.58	185,048.58	185,048.58	185,048.58
2-67-00-00-00-740	Lac St Anne Foundation	18,750.00	18,799.39	18,799.39	18,799.39
	lgff	79,000.00	84,000.00	84,000.00	84,000.00
	taxx shortfall				
	foundation shortfall				
	asff short fall				
Total		282,798.58	287,847.97	287,847.97	287,847.97
Total Expenditure					
1,040,728.58					

5.0 B Council Per Diem

RECOMMENDATION:

That Council adopts Policy 2025-01 as presented.

Background

As part of the 2025 Budget Administration seeks clarity on whether Council wishes to review the Per Diem policy. It has not been updated since 2018. Further Administration does feel the Policy should be amalgamated with the Travel Policy which hasn't been updated since 2017.

The Policy changes the rates by the following:

Mayor: Honorarium Increase of \$50.00

Councillor Honorarium Increase of : \$25.00

Less than Four Hour Meeting Increase of \$5.00

More than Four Hour Meeting Increase of \$15.00

Monthly Expense Increase by \$25.00 per month.

Further the Meal Allowances have been amended to reflect more accurate prices for meals. Breakfast has been increased by \$5.00. Lunch and Dinner have been increase by \$10.00 each.

No Elected Official has charged for meals since 2020.

Policy No. 09-2018
SUMMER VILLAGE OF SUNSET POINT COUNCIL POLICY
Council Remuneration
Rescinds Policy 003

Date of Approval by Council: December 8th 2018

Amended February 5th 2025

POLICY STATEMENT: The Summer Village of Sunset Point will establish guidelines regarding Council Remuneration and Expense as well as Expense for Employees.

1. COUNCIL REMUNERATION:

Council Members will receive compensation for attending Council meeting, meetings that pertain to Summer Village of Sunset Point, Council Committees or other such special meetings where attendance has been approved by the majority of Council.

Attendance shall be considered as present in person or via electronic communication. Compensation shall be as follows:

2.2 The Mayor shall receive an annual honorarium as outlined in attached Schedule “A”.

2.3 The Deputy Mayors shall receive an annual honorarium as outlined in attached **Schedule “A”**.

2.4 Each Council member will be compensated for attending meetings other than regular scheduled Council meetings as outlined in attached **Schedule “A”**.

2. COUNCILLOR BOARD AND COMMITTEE MEETINGS

2.1 In addition to the basic remuneration fee which includes the monthly Regular Council Meetings; Council members will be paid for any meetings that they attend on behalf of the Summer Village as a Committee member unless another organization is paying compensation for attendance.

2.2. Examples of duties that are included in the annual honorarium include but are not limited to:

- Golf Tournaments,
- Grand Openings, charity functions, service club meetings, community events (i.e. Canada Day events, Remembrance Day ceremonies),
- Administrative duties for appointed boards and committees,
- Public workshops, open houses, and other public input sessions,
- General day-to-day activities of the Mayor and Council,
- Informal meetings with the CAO, staff, and council,
- Preparation for council and committee meetings,
- Independent work with residents, businesses, and other organizations undertaken to be more familiar with an issue, program, or Summer Village initiative or facility,
- General public appearances, and
- Other purely social events.

2.3 When submitting a claim for travel, meals, lodging, etc. an Expense Claim Form must be filled out and submitted to administration.

3. Expense Reimbursements

3.1 Council members will incur expenses on a daily basis from the use of the personal items which include but are not limited to stationary and electronic communication tools and devices for municipal purposes. The municipality deems it appropriate to reimburse Council members for the daily use of these items.

3.2 Each Council member will be compensated a monthly incurred expense reimbursement as outlined in attached **Schedule “A”**.

3.3 Each Council Member will be compensated a monthly electronic expense reimbursement as outlined in attached **Schedule “A”**.

3.4 Each Council member will be compensated for mileage for Summer Village business at the published Revenue Canada Agency Automobile Rate as regularly established by the Agency

Schedule “A”

Council Remuneration Policy Description	Amount
Mayor Monthly Honorarium	\$400.00
Deputy Mayor/Councillor Monthly Honorarium	\$375.00
Meeting Fee not covered by Honorarium (up to 4 hours)	\$75.00
Meeting Fee not covered by Honorarium (over 4 hours)	\$150.00
Monthly Incurred Expense Reimbursement (Electronic and Others)	\$100.00

5.0 c Home Supports

RECOMMENDATION:

Open for Direction.

Background

Lac Ste. Anne County is seeking to determine if Sunset Point is wishing to once again partner on its home support program. If Council wishes to continue with the program the attached agreement must be signed.

From: [Donna Kerr](#)
To: [Office Sunset Point](#)
Subject: Offer of Home Support for the SV of Sunset Point
Date: January 31, 2025 1:54:29 PM
Attachments: [Agreement - Home Support in SV of Sunset Point 2025 \(unsiged\).docx](#)

Good Afternoon,

Further to our January 23, 2025, County Council Meeting, Lac Ste. Anne County is please to once again offer your municipality the option to provide our Home Support Program to your residents. Attached please find the Home Support agreement for the January 1 – December 31, 2025, period.

Should the Summer Village wish to offer this program, please print two copies of the attached and have the Mayor sign both. Please then return both originals, by mail, to my attention. I will then have Reeve Blakeman sign both documents and return one to you for your records.

If your Summer Village does not wish to participate, nothing further is needed at this time. Should one of your residents reach out to us about the program, we would then reach out to you to see if you wish to reconsider that decision.

Any questions, please let me know.

Donna Kerr

Community Services Manager, Lac Ste. Anne County
56521 RGE RD 65 | BOX 219 | SANGUDO, ALBERTA T0E 2A0
PHONE: 780.785.3411 | TOLL-FREE: 1.866.880.5722 | FAX: 780.785.2985 | [lsac.ca](#)

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MEMORANDUM OF AGREEMENT made this _____ day of _____, A.D., 202____

BETWEEN:

LAC STE. ANNE COUNTY
BOX 219, SANGUDO, ALBERTA, T0E 2A0
(hereinafter referred to as the "County")

OF THE FIRST PART

AND:

SUMMER VILLAGE OF SUNSET POINT
BOX 596, ALBERTA BEACH, ALBERTA, T0E 0A0
(hereinafter referred to as the "Summer Village")

OF THE SECOND PART

WHEREAS the County provides internal Family & Community Support Services (FCSS) programming for the benefits of its residents;

AND WHEREAS the Summer Village wishes to provide an opportunity for similar programming for the benefits of its residents;

AND WHEREAS the Summer Village wishes to enter into agreement with the County to allow residents of the Summer Village to access the Home Support Program being offered by the County.

NOW THEREFORE the parties to this Agreement, in consideration of the promises, mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. Both Parties recognize that the authority for the management and control of the Home Support Program lies with the County.
2. The term of this agreement is for twelve (12) months, commencing on the 1st day of January, 2025, and ending on the 31st day of December, 2025. By mutual agreement, the agreement may be renewed thereafter.
3. The Summer Village shall provide funding to the County to support any subsidies, program expenses, and administration costs for Home Support programming provided to Summer Village residents at the following rates:
 - a) Home Support Program – subsidized amount plus 30% per client hour for expenses and administration costs
 - a. Subsidy will be calculated on a sliding scale, based on household income whereby clients making:
 - i. up to \$25,000 will receive a subsidy of \$15.00 per hour, which equates to a \$15.00 per hour subsidy cost plus \$9.00 per hour (\$30.00 x 30%) expenses and administration cost, for an hourly cost to the Summer Village of \$24.00 per client hour;

- ii. Over \$25,000 and up to \$48,000, will receive a subsidy of \$5.00 per hour, which equates to a \$5.00 per hour subsidy plus \$9.00 per hour (\$30.00 x 30%) expenses and administration cost, for an hourly cost to the Summer Village of \$14.00 per client hour; and
- iii. Over \$48,000 will not be subsidized, which equates to zero subsidy cost plus \$9.00 per hour (\$30.00 x 30%) expenses and administration cost, for an hourly cost to the Summer Village of \$9.00 per client hour.

4. The Parties recognize that the program will be delivered in a “first come first served” format, with priority given to clients physically unable to perform light housekeeping duties themselves, and as the funding limitations or program capacity allows.
5. The Parties recognize that the County will track and invoice the Summer Village quarterly for any subsidies provided to Summer Village residents, as well as any applicable administration costs.
6. The County will advise the Summer Village should requests from Summer Village residents exceed the funding limitations set by the Summer Village, and Summer Village residents be declined any programming (this does not include those placed on the wait list due to program capacity limitations).
7. Upon request, the County will provide an annual statistical report to the Summer Village, to assist with program budgeting for the upcoming year.
8. The Parties to this Agreement shall indemnify and hold harmless each other, their employees, and agents from any, and all claims, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of the Parties, their employees, or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement.
9. The Parties shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the other Party, its employees, or agents in the performance of this Agreement.
10. This Agreement constitutes the entire agreement between the Parties. No other warranties or representations are given or implied.
11. This Agreement will remain in force unless and until such time as:
 - a. A new Agreement is negotiated, or
 - b. The Agreement is terminated in writing, with 30 days prior notice. However, the notice period may be waived with the mutual consent of both Parties to this Agreement. Any changes to this Agreement must be mutually agreed upon and evidenced in writing.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures below on the day and year first above written.

Witness

Joe Blakeman, Reeve, Lac Ste. Anne County

Witness

Gwen Jones, Mayor, Summer Village of Sunset Point

5.0 D Emergency Services Billing Policy

RECOMMENDATION:

That Council adopted Policy 2025-01 Emergency Services Billing Policy as presented.

Background

At the January 2025 Council meeting, Council directed Administration to establish a billing procedure for Emergency Services whereby multiple bills from service providers are required. The attached Policy aims to address the concern of Council.

Policy No. 2025-01
SUMMER VILLAGE OF SUNSET POINT COUNCIL POLICY
Emergency Services Billing Policy

Date of Approval by Council: February 5th 2025

1. Purpose:

This policy aims to clarify the billing practices for costs associated with Emergency Services, including fire services, emergency management, and enforcement services within the Summer Village of Sunset Point. It ensures transparency, consistency, and efficiency in the invoicing process, including the application of charges to property tax rolls when necessary.

2. Scope:

This policy applies to all properties within the jurisdiction of the Summer Village of Sunset Point where Emergency Services are rendered.

3. Policy Statements:

3.1 Invoicing Procedure:

- Administration shall invoice the tax roll corresponding to the property where the emergency originated.
- Invoicing will be conducted only once all invoices from external service providers related to the emergency incident have been received.

3.2 Administrative Service Charge:

- A 3% service charge will be applied to the total cost of all emergency-related services to cover administrative processing.

3.3 Payment Terms:

- Invoices must be paid within 30 days of issuance.
- If an invoice remains unpaid after 30 days, all charges, including the 3% service charge, will be applied directly to the property's tax roll.

4. Responsibilities:

- **Administration:** Responsible for compiling all relevant invoices, applying the 3% service charge, issuing invoices to the appropriate tax roll, and ensuring unpaid invoices are transferred to the tax roll after 30 days.

February 5th 2025

Summer Village of Sunset Point

6.0 Development

7.0A Fire Bylaw

Recommendation

That Council provide Bylaw 2024-03 second and Third Reading

Background

The Bylaw was forwarded to LSAC for review and has some minor changes at the request of the County. The County wants to confirm whether Council truly wants to allow Burn Barrels within the Village as part of the Bylaw. Otherwise the Bylaw is good to be adopted as presented. Administration proposes that the effective date be April 1st 2025.

SUMMER VILLAGE OF SUNSET POINT
Province of Alberta

BYLAW # 2024-03

A Bylaw of Summer Village of Sunset Point, in the Province of Alberta, for the purpose of establishing Fire Services within Summer Village of Sunset Point.

WHEREAS Sections 7 and 8 of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto, provides that a Council may pass bylaws for the safety, health and welfare of people and the protection of people and property, providing for a system of licenses, permits or approvals, the creation of offenses and enforcement through the imposition of penalties for those offences, as well as services provided by or on behalf of the municipality as may be considered proper by Council;

WHEREAS Section 551 of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto, provides that a Council may pass a bylaw to take whatever actions or measures are necessary to eliminate an emergency, and the expenses and costs of the actions or measures are an amount owing to the municipality by the person who caused the emergency.

WHEREAS Section 553(1)(g) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto, provides that a Council may pass a bylaw making the owner of a parcel liable for costs and expenses related to the municipality extinguishing fires on the parcel, and unpaid costs and expenses for extinguishing fires on the parcel may be added to the Tax Roll of that parcel of land;

WHEREAS the *Forest and Prairie Protection Act*, R.S.A. 2000, Chapter F-19, and amendments thereto, provides certain discretionary and mandatory powers to enable a municipality to carry out and enforce the provisions of the *Forest and Prairie Protection Act* within its boundaries as applicable; and

WHEREAS the Council of Summer Village of Sunset Point, pursuant to the powers and responsibilities granted to it pursuant to the *Municipal Government Act* and the *Forest and Prairie Protection Act*, wishes to provide for the prevention, regulation and control of the lighting of fires, and the setting off of fireworks, within Summer Village of Sunset Point and for the preservation of life and property from damage or destruction by fire or fireworks on the terms hereinafter provided;

WHEREAS the Council of Summer Village of Sunset Point wishes to establish fire services within Summer Village of Sunset Point and to provide for efficient operation of such fire services; and

NOW, THEREFORE, the Council of Summer Village of Sunset Point, in the Province of Alberta duly assembled, enacts as follows:

PART 1.0 – NAME OF BYLAW

1.1 This Bylaw may be cited as the “Fire Services Bylaw.”

PART 2.0 - DEFINITIONS

2.1 In this Bylaw:

- a) “Acceptable Burn Barrel” means an outdoor receptacle that meets the following specifications:
 - i. a minimum of three (3) metres clearance measured from the nearest edge of the Burn Barrel to a building, property lines, or other combustible material,
 - ii. equipped with an expanded metal spark arrestor mesh screen with openings no larger than 16 mm, secured in place with latches or weights,
 - iii. constructed of non-combustible material,
 - iv. not located over underground utility services or under aboveground wires,
 - v. is supervised at all times by a responsible person until such time that the fire in the Burn Barrel has been extinguished. A fire shall be deemed to include hot ashes and smoldering embers resulting from the fire, and
 - vi. is used to burn non-prohibited debris;
- b) “Acceptable Fireplace” means an outdoor receptacle that meets the following specifications:
 - i. a minimum of one (1) metre clearance measured from the nearest Fireplace edge to the nearest edge of buildings, property lines, or other combustible material,
 - ii. constructed of materials such as bricks, concrete, or rocks that are non-combustible,
 - iii. equipped with a chimney that is not less than 2.5 metres in height when measured from the base of the fire burning area,
 - iv. a chimney equipped with a regulation screen designed to contain and reduce the hazards of airborne sparks,
 - v. the base of the fire burning area is not less than 0.3 metres above the surrounding grade, and
 - vi. the fire chamber does not exceed 1.25 metres in width, and is at least 0.4 metres, but not more than 0.6 metres, in depth;
- c) “Acceptable Fire Pit” means an outdoor receptacle (fire/barbeque pit) that meets the following specifications:
 - i. a minimum of three (3) metres clearance from buildings, property lines and combustible materials is maintained,
 - ii. it is placed on non-combustible material such as rock, sand, mineral soil, gravel, or concrete and the ground surrounding it outward from its base to a distance of three (3) metres be clean mineral soil or be covered by any of the aforesaid materials,
 - iii. it is constructed of bricks or concrete blocks, heavy gauge metal or other suitable non-combustible material components,

- iv. it has a spark arrestor mesh screen of 6 – 16 mm expanded metal (or equivalent) to contain sparks over the fire at all times,
- v. the fire is supervised at all times by a responsible adult until such time that the fire has been extinguished. A fire shall be deemed to include hot ashes and smoldering embers resulting from the fire,
- vi. only wood, charcoal briquettes, propane, or natural gas fuels are to be used,
- vii. flame height does not exceed 90 cm above the fire/barbeque pit, and
- viii. not located over any underground utilities or under any aboveground wires;

d) “Burnable Debris” means all combustible waste other than Prohibited Debris in accordance with the *Alberta Regulation 124/93 – Environment Protection and Enhancement Act Substance Release Regulation*, including, but not limited to, the following:

- i. straw and stubble,
- ii. grass and weeds,
- iii. leaves and tree prunings,
- iv. brush and fallen trees,
- v. used power, telegraph and telephone poles that do not contain wood preservatives,
- vi. wooden materials, which do not contain wood preservatives, from the construction or demolition of buildings,
- vii. solid waste from post and pole operations that does not contain wood preservatives, or
- viii. solid waste from tree harvesting operations;

e) “Burning Hazard” means an actual or potential occurrence of fire or other combustion of organic or inorganic material that could endanger human life or damage property;

f) “Bylaw Officer” means, a Bylaw Enforcement Officer appointed by Summer Village of Sunset Point under Section 555 (1) of the *Municipal Government Act*, R.S.A. 2000, c. M-26;

g) “Campfire” means a recreational fire for the purpose of cooking or warming, or viewing for pleasure, that meets the following applications:

- i. built on flat rock, gravel, sand, bare mineral soil, or another non-combustible surface that extended at least one (1) metre around the fire,
- ii. is supervised at all times by a responsible adult until such time that the fire has been extinguished,
- iii. the site has sufficient supply of water to extinguish the fire,
- iv. the fire is kept under control at all times, and
- v. the fire is extinguished before leaving the site of the fire, unless there is another person continuing to use the fire. A fire shall be deemed to include hot ashes and smoldering embers resulting from the fire;

h) “Campground” means real property that is privately owned that is made available to persons for camping, whether by cabin, tent, tent trailer, holiday trailer, camper, motor

home or similar recreational vehicle, including the outdoor recreational facilities located on the real property;

- i) “Summer Village” or “Summer Village of Sunset Point” means the Municipality of Summer Village of Sunset Point in the Province of Alberta;
- j) “Summer Village Fire Chief” means the person designated as the highest level fire official acting on behalf and empowered by Council; or designate
- k) “CAO” means the Chief Administrative Officer of Summer Village of Sunset Point in the Province of Alberta;
- l) “Council” means the Council of Summer Village of Sunset Point;
- m) “Dangerous Goods” means any product, substance, or organism specified in the regulations, or included by its nature in any of the Classes listed in the regulations under the *Transportation of Dangerous Goods Act*, R.S.A. 1992, Chapter 34, as amended;
- n) “Emergency Unit” means a fire truck, pumper truck, rescue truck, ambulance, mobile command unit, squad, dangerous goods unit, tender, watercraft, or any other vehicle used to perform activities at an Incident;
- o) “False Alarm” means any fire alarm that is set off needlessly, through willful, accidental, human, or mechanical error, and to which Summer Village of Sunset Point Fire Services responds;
- p) “Fire Advisory” means an order by the CAO of Summer Village of Sunset Point, or an order by the Summer Village Fire Chief that may, at their discretion, prohibit the issuance of Fire, or High Hazard Display Fireworks, Permits for the purposes of lighting an open fire or setting off of fireworks or explosives;
- q) “Fire Restriction” means an order by the CAO of Summer Village of Sunset Point, or an order by the Fire Chief that suspends or cancels all open permits, occurs with the fire hazard is high to very high
- r) “Fire Ban” means a provincial ministerial order, an order by the CAO of Summer Village of Sunset Point, or an order by the Summer Village Fire Chief that may, at their discretion, cancel any or all Fire, or High Hazard Display Fireworks, Permits, prohibit the lighting of or requiring the extinguishment of a fire, and prohibit the setting off of fireworks or explosives;
- s) “Fire Hazard” means combustible material that, through its nature, location, condition, or arrangement, or any combination of those factors, may be ignited and, if ignited, could create a Burning Hazard;

- t) “Fire Services” means the Lac Ste. Anne County Fire Services, as established pursuant to the laws of Alberta and organized for the Summer Village pursuant to the provisions of this Bylaw, and any agreements with municipalities within Summer Village of Sunset Point borders; consisting of: all persons appointed or recruited to the various positions prescribed herein, all equipment, apparatus, materials, and supplies used in the operation, maintenance, and administration of the Summer Village of Sunset Point Fire Services, including fire stations;
- u) “Fireworks” means consumer Fireworks, commonly referred to as low-hazard firework articles, designed for recreational use by the public. These articles include items such as roman candles, sparklers, fountains, wheels, volcanoes, mines and snakes, as identified in the *Explosives Act (Canada)*, and regulations under the Act;
- v) “High Hazard Display Fireworks” means Fireworks articles used for large Fireworks displays designed for and used by professionals. These articles include items such as aerial shells, cakes, roman candles, waterfalls, lances and wheels as identified in the *Explosives Act (Canada)* and regulations under the Act;
- w) “High Hazard Display Fireworks Permit” means a permit issued by Summer Village of Sunset Point pursuant to the *Explosives Act (Canada)* Explosives Regulatory Division, this Bylaw, or both, allowing for the setting off of High Hazard Display Fireworks within Summer Village of Sunset Point;
- x) “Household Garbage” means any discarded material from household activities that may include, but not limited to: wet organic waste, plastic, rubber, disposable diapers, glossy coloured paper, particle board, or other materials that, when burned, give off offensive odours and visible smoke;
- y) “Incident” means a fire, or a situation where a fire or an explosion is imminent, or any other situation presenting a danger or possible danger of life or property and to which the Fire Services may respond;
- z) “Incinerator Fire” means a fire that is confined within a non-combustible structure, container, or Burn Barrel, with openings covered with a heavy gauge metal screen having a mesh size of 6 – 16 mm and which is used for the purpose of burning Burnable Debris, protecting livestock from insects, or for protecting garden plots from frost;
- aa) “Member” means any person who is an contractor of Summer Village of Sunset Point, whether that member is full time, part time, paid, or a volunteer of the Lac Ste. Anne County Fire Department;

bb) “National Fire Code – Alberta Edition” means the most current version of fire safety regulations, as amended from time to time, adopted by the Province of Alberta and legislated under the *Safety Codes Act*;

cc) “Occupant” means any person other than the registered Owner who is in possession of the property, including, but not restricted to, a lessee, licensee, tenant or agent of the Owner;

dd) “Open Fire” means any fire which is not an Acceptable Burn Barrel Fire, Acceptable Fireplace Fire, Acceptable Fire Pit Fire, Campfire, Incinerator Fire, or Outdoor Fire and which, without limiting the generality of the foregoing, may include grass fires, forest and brush fires, running fires, structure fires, building fires, wood scrap fires, ground thawing fires, chattel fires, and crop residue fires;

ee) “Outdoor Fire” means any fire outside of an Acceptable Burn Barrel, Acceptable Fireplace, Acceptable Fire Pit, Campfire, or Incinerator Fire and, by proxy, includes, but not limited to, the following:

- i. fires involving humus, wood, soil, farm produce, bush, grass, feed, straw, or coal,
- ii. any fire that has escaped or spread from a building, structure, machine, or vehicle,
- iii. a Burn Barrel or Incinerator without the required spark arrestor screen,
- iv. fires in outdoor ovens, earthen ovens, or home-built wood burners,
- v. chimeneas,
- vi. tiki torches, and
- vi. random (back-country) fires;

ff) “Owner” means:

- i. the Person as registered on title at the Land Titles Office,
- ii. a Person who is recorded as the Owner of the Property on the assessment roll of Summer Village of Sunset Point,
- iii. a Person who has purchased or otherwise acquired the Property, whether purchased or otherwise acquired from the Owner or from another purchase, and has not become the registered Owner thereof,
- iv. a Person controlling the Property under construction,
- v. a Person acting as the authorized agent of the Owner, or
- vi. a Person who is the Occupant of the Property under a lease, license, or permit;

gg) “Peace Officer” means a person appointed as a Peace Officer under the *Peace Officer Act*;

hh) “Person” means an individual and includes a firm, partnership, joint venture, proprietorship, corporation, association, society, and other legal entity;

- ii) “Portable Appliance” means any appliance sold or constructed for the purpose of cooking food or for the provision of heat in the out-of-doors that has been subjected to CSA approval;
- jj) “Prohibited Debris” means any combustible waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances in accordance with the *Environmental Protection and Enhancement Act – Substance Release Regulation*, and shall include, but not limited to, the following:
 - i. animal manure,
 - ii. pathological waste,
 - iii. waste material from building construction and/or demolition sites, excluding wooden materials that do not contain wood preservatives,
 - iv. combustible material in automobile bodies,
 - v. rubber, including tires,
 - vi. plastic, including baler twine,
 - vii. plastic, or rubber-coated materials, including copper wire,
 - viii. containers that held pesticides, or any other chemicals,
 - ix. used oil, or
 - x. wood or wood products containing wood preservatives;
- kk) “Property” means any lands, buildings, structures, or premises, or any personal property located thereupon, within the municipal boundaries of Summer Village of Sunset Point;
- ll) “Running Fire” means a fire burning without being under the control of any Person;
- mm) “Specified Penalty” means a penalty specified in Schedule “A” which may be paid in response to a Bylaw or Violation Ticket, for an alleged offence of a Section of this Bylaw;
- nn) “Structure Fire” means a fire confined to and within any building, structure, machine, or vehicle, which will, or is likely to cause the destruction of or damage to such building, structure, machine, or vehicle;
- oo) “Violation Ticket” means a ticket issued pursuant to the *Provincial Offences Procedure Act*, R.S.A. 2000, Chapter P-34 for a breach of any of the provisions of this Bylaw.

PART 3.0 – SERVICES

3.1 Services may be provided by Summer Village of Sunset Point Fire Services for the purposes of:

- a) Preventing and extinguishing fires;
- b) Preserving life and Property and protecting persons and Property from injury or destruction by fire;

- c) Providing rescue services;
- d) Preventing, combating and controlling Incidents;
- e) Carrying out preventative patrols, pre-fire planning, and assisting with fire investigations and inspections;

PART 4.0 – AUTHORITY

- 4.1 Council hereby delegates the following authorities:
 - a) The Summer Village Fire Chief, designate, or any Member acting in their position, is empowered to cause a building, structure, or thing to be pulled down, demolished, or otherwise removed if he or she deems it necessary to prevent the spread of fire to other buildings, structures, or things;
 - b) The Summer Village Fire Chief, or designate, or any Member acting in their position, is empowered to cause any Member to enter on any land or premises, including adjacent land or premises, to combat, control, or deal with an Incident in whatever manner the Summer Village Fire Chief, designate, or any other Member in charge at an Incident deems necessary;
 - c) The Summer Village Fire Chief, or designate, is authorized to issue High Hazard Display Fireworks Permits, and to issue invoices for services provided and any other documents in the name of the Summer Village, which may be required for the efficient operation of the Fire Services within the Summer Village;
 - d) For the purpose of fire control, the Summer Village Fire Chief, or designate, may enforce a Fire Advisory, Fire Restriction or a partial or total Fire Ban, which will be advertised through commonly available media platforms for not less than two (2) consecutive days; and
 - e) For the purpose of fire control, the Summer Village Fire Chief, or designate, or any Member acting in their position, may enforce a Fire Ban in specified areas.
- 4.2 The Summer Village Fire Chief, or designate, may seek the assistance of any department or official of the Summer Village, as deemed necessary to fulfill the duties hereunder.

5.0 – CONTROL OF FIRE HAZARDS

- 5.1 Where conditions on privately-owned lands, or occupied lands, within the Summer Village boundaries, in the opinion of the Summer Village Fire Chief, or designate, constitutes a Fire Hazard or a Burning Hazard, he or she may order the Owner or the Person in control of the land on which the Burning Hazard exists to reduce or remove the Burning Hazard within a fixed time and in a manner prescribed by the Summer Village Fire Chief, or designate.
- 5.2 When the Summer Village Fire Chief, or designate, or any Member acting in their position, finds that an order made pursuant to Section 5.1 has not been carried out, he or she may enter on the land with any equipment and persons considered necessary to perform the required work.

5.3 Where work was performed pursuant to Section 5.2:

- a) The Owner or Person in control of the land shall, on demand, reimburse the Summer Village for the cost of the work performed;
- b) The Summer Village may recover such fees and charges as a debt due and owing to the Summer Village; and
- c) Where the fees or charges are not paid, such fees or charges may be charged against the land as a lien in respect of that land and improvements as pursuant to Section 553 (1) of the *Municipal Government Act*, R.S.A. 2000, c. M-26.

6.0 – REPORTING

6.1 The Owner or the authorized agent of any Property damaged by fire shall immediately report the particulars of the fire in a manner and detail satisfactory to the Summer Village Fire Chief, or designate.

6.2 The Owner or the authorized agent of any Property containing a Dangerous Good(s) product, which sustains an accidental, or unplanned release, of the Dangerous Good(s) product, shall immediately report the particulars of the release in a manner and detail satisfactory to the Summer Village Fire Chief, or designate.

6.3 The Owner or Occupant of privately-owned lands shall immediately report any previously undiscovered fire, , to the Summer Village Fire Chief, or designate, regardless of damages. Undiscovered fires would include, but not be limited to, the following:

- a) Fire causing property damage;
- b) ground fire;
- c) hold-over fire from previously permitted burn;
- d) lightning strikes; and
- e) Other.

Not notwithstanding the foregoing, the reporting of previously undiscovered fire must be made regardless of whether or not Fire Services assisted or mitigated the Incident.

7.0 – FIREWORKS AND BURN BARRELS

7.1 All Persons discharging or setting off Fireworks shall conform to all manufacturer's specifications and recommendations for such Fireworks, and to all requirements of any applicable laws and regulations, including the National Fire Code – Alberta Edition, as amended from time to time, and this Bylaw, and all other Summer Village Bylaws, including, but not limited to:

- Nuisance Bylaw, as amended; and
- Noise Control Bylaw, as amended.

7.2 No Person shall set off or discharge Fireworks, and no Owner shall allow any set off or discharge of Fireworks on his or her Property, within any area, or on any Municipal or Environmental Reserve within the Summer Village, except with the prior written permission of the Summer Village Fire Chief, designate.

7.3 Notwithstanding Section 7.1 and 7.2, the Summer Village Fire Chief may authorize the discharge of Fireworks in relation to a Summer Village permit issued in accordance with the Summer Village Special Events and Vendor Bylaw, as amended.

7.4 Burn Barrels.

8.0 – EXEMPTIONS AND POWERS

8.1 Where Fire Services has taken any action whatsoever for the purpose of Fire Services, including and not limited to report copies, duplicate photographs, and/or site inspections, an applicable fee, as set by current Summer Village Bylaw or Policy, may apply.

8.2 Where Fire Services has taken any action whatsoever for extinguishing a fire or responding to an Incident within the Summer Village for the purpose of preserving life or property from injury or destruction by fire or other Incident, including any such action taken by the Fire Services on a False Alarm, the Summer Village may, in respect of any costs incurred by the Fire Services in taking such action, charge any costs so incurred by Fire Services to:

- The Person who caused the Incident;
- The Owner of the land or the Person in possession of the land where the Incident occurred; or
- The Owner of the Property where the Person in possession and control of the property which is the location of the Incident if not located on privately owned land.

8.3 The incident response rates to be charged by Fire Services for services rendered pursuant to this Bylaw shall be as set out in a service agreement. The Summer Village Fire Chief, or designate,

upon approval and ratification by Council, may determine the application of fees and charges from time to time.

8.4 Upon receipt of an invoice for services provided by Fire Services, the Owner or Person receiving such an invoice pursuant to this Bylaw may appeal in written form to Summer Village Council within 30 days of the post-mark date.

8.5 Appeals may extend beyond the 30 days stated as a result of insurance matters or other matters deemed acceptable by the Summer Village Fire Chief, or designate, and will be reviewed on an individual basis as required.

8.6 In respect of the incident response rates described in Schedule “B” of this Bylaw:

- a) The Summer Village may recover such incident response rates as a debt and owing to the Summer Village; or
- b) In the case of action taken by Fire Services in respect of land within the Summer Village, where the incident response rates are not paid upon demand by the Summer Village, then in default of payment, such incident response rates may be charged against the land as a lien in respect of that land and improvements as pursuant to Section 553 (1) of the *Municipal Government Act*, R.S.A. 2000, c. M-26.

8.7 When a fire is lit, or discovered, the Owner, or occupier of the land, or the Person having control of the land upon which such fire is lit, or discovered, shall:

- a) Extinguish the fire immediately;
- b) Monitor or take action to control or contain the fire;
- c) Where he or she is unable to extinguish the fire immediately, report the fire to Fire Services through contact with 9 – 1 – 1; and
- d) Be liable to costs incurred by the Summer Village to respond, suppress, and extinguish the fire at the discretion of the Summer Village Fire Chief.

8.9 Vendors within the Summer Village do not require any Summer Village Permit for the display, storage and/or sale of Fireworks, but must comply with all applicable legislation, including the *Explosives Act (Canada)* and regulations under that Act.

9.0 – OFFENSES

9.1 No Owner or Person shall either directly or indirectly, personally, or through an agent, servant, or employee, light a fire, or the fire was previously undiscovered, and allow it to become a Running Fire on any land, including his or her own Property, or allow a Running Fire to pass from his or her Property, or Property under his or her control, to the Property of another.

9.2 No Person shall, and no Owner shall allow any Person on his or her Property to:

- a) Light an Open Fire, Outdoor Fire, Incinerator Fire, Acceptable Burn Barrel Fire, Acceptable Fireplace Fire, Acceptable Fire Pit Fire, or Campfire, without first taking sufficient precaution to ensure that the fire can be kept under control at all times;
- b) Light an Open Fire, Outdoor Fire, Incinerator Fire, Acceptable Burn Barrel Fire, Acceptable Fireplace Fire, Acceptable Fire Pit Fire, Campfire, or set off or discharge Fireworks, when the weather conditions are conducive to creating a Running Fire or when Fire Services or another authorized agency has announced a Fire Advisory or Fire Ban on any type of burning;
- c) Burn in an Acceptable Burn Barrel, Acceptable Fireplace, Acceptable Fire Pit, or Campfire, any Prohibited Debris;
- d) Deposit, discard, or leave any burning material or substance where it might ignite other material and cause a fire;
- e) Conduct any activity that involves the use of fire, or that creates potential sources of fire ignition, which could be expected to cause a Running or Open Fire, unless he or she uses precautionary measures to prevent such a fire from occurring;
- f) Fail to report property damaged caused by fire;
- g) Fail to report an accidental, or unplanned, release of Dangerous Good(s) product;
- h) Interfere with the efforts or persons authorized in this Bylaw to extinguish fires, or preserve life or property;
- i) Interfere with the operation of any Fire Services equipment or apparatus, including any contracted services operating under the authority of the Summer Village, required to extinguish fires, or preserve life or property;
- j) Damage or destroy any Fire Services property; or
- k) Falsely represent him- or herself as a Fire Services Member, or wear or display any uniform, badge, cap, button, insignia, or other paraphernalia for the purpose of such false representation.

9.4 No Owner or Person shall use fire to burn Prohibited Debris, including combustible waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances in accordance with the *Environmental Protection and Enhancement Act – Substance Release Regulation*.

9.5 No Owner or Person shall obstruct a Member of the Fire Services in the performance of their duties, nor a Bylaw Officer or Peace Officer in the enforcement of this Bylaw.

9.6 No burning or fires of any sort are allowed in areas designated as Municipal or Environmental Reserve, except for the purposes of prescribed management conducted, or authorized, by the Summer Village.

9.7 No Owner or Person shall fail to comply with conditions of a High Hazard Fireworks Permit.

9.8 Nothing in this Bylaw shall be interpreted to authorize any fire, burning, or other act, which is in contravention of the *Environmental Protection and Enhancement Act*, or any regulation made hereunder.

9.9 No Owner or Person shall discharge Fireworks in a manner that contravenes manufacturer recommendations for those Fireworks.

9.10 No Person shall discharge or set off Fireworks in a Municipal or Environmental Reserve, or Residential subdivision.

10.0 – PENALTIES

10.1 Any Owner or Person who contravenes any provision of this Bylaw is guilty of an offence and is liable, upon conviction, to a fine of not more than \$25,000.00, per offense.

10.2 Where an Owner or Person contravenes any provision of this Bylaw, the Specified Penalty is prescribed in Schedule “A”.

10.3 Where an Owner or Person contravenes any Section of this Bylaw, that Owner or Person shall be liable to Fire Services and the Summer Village for the entire cost of any type of emergency response and mitigation service required to bring the Incident under control; whether Fire Services or the Summer Village provided that service or by a third party or agency, and:

- a) The Summer Village may recover such fees or charges as a debt due and owing to the Summer Village; or
- b) In the case of action taken by Fire Services in respect of land within the Summer Village, where the incident response rates are not paid upon demand by the Summer Village, then in default of payment, such incident response rates may be charged against the land as a lien in respect of that land and improvements.

10.4 A Bylaw Officer or Peace Officer is hereby authorized and empowered to issue a Violation Ticket to any Owner or Person whom that Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

10.5 Where a Violation Ticket is issued pursuant to this Bylaw, the Owner or Person to whom the Violation Ticket is issued may, in lieu of being prosecuted for the offence, pay the Violation Ticket as outlined on Schedule “A” hereto, provided that such payment is made in full on, or before, the date outlined on the Violation Ticket.

10.6 In respect to any incident response rates levied or charged under this Bylaw:

- a) Summer Village of Sunset Point may recover such costs or fees as an amount due and owing to the Summer Village pursuant to Section 552 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26; and

b) In default of payment, where permitted by the *Municipal Government Act*, R.S.A., 2000, Chapter M-26, Section 553(1) (c), add the amount to the Tax Roll of the property in question.

11.0 – SEVERABILITY

11.1 Should any part of this Bylaw be found to have been improperly enacted, for any reason, then such Section or Part shall be regarded as severable from the rest of this Bylaw, and this Bylaw remaining after such severance shall be effective and enforceable as if the Section or Part found to be improperly enacted had not been enacted as part of this Bylaw.

EFFECTIVE DATE

Bylaw 115, 301 and amendments thereto, are hereby repealed.

This Bylaw shall come into force on April 1st 2025 and effect on the date of the third and final reading and signing thereof.

FIRST READING: October 2nd 2024

SECOND READING:

THIRD READING:

Mayor

Date Signed: _____

CAO

Date Signed: _____

BYLAW #2024-03**SCHEDULE “A”**

WHEREAS, under the provisions of Section 44 of the *Provincial Offences Procedure Act*, and under the provision of Section 7 of the *Municipal Government Act*, Council may, by Bylaw, provide for the payment of Violation Tickets or summons out of court.

A Violation Ticket may be issued by a Bylaw, or Peace Officer, to any Owner and/or Person charged with a breach of any of the provisions of this Bylaw and the hereto-mentioned Acts shall apply regarding the payment.

		1st Offence	2nd Offence	3rd Offence
Section	Offence	(NO TIME LIMITS BETWEEN OFFENCES)		
9.1	Allow any fire to become a Running Fire on any land, or allow a Running Fire to pass from his or her own Property to the Property of another.	\$500.00	\$1,000.00	\$2,500.00
9.2 (a)	Light an Open Fire, Outdoor Fire, Incinerator Fire, Acceptable Burn Barrel Fire, Acceptable Fireplace Fire, Acceptable Fire Pit Fire, or Campfire, without first taking sufficient precaution to ensure that the fire can be kept under control at all times.	\$500.00	\$1,000.00	\$5,000.00
9.2 (b)	Light an Open Fire, Outdoor Fire, Incinerator Fire, Acceptable Burn Barrel Fire, Acceptable Fireplace Fire, Acceptable Fire Pit Fire, Campfire, or set off or discharge Fireworks when the weather conditions are conducive to creating a Running Fire or when Fire Services or another authorized agency has announced a Fire Advisory or Fire Ban on any type of burning.	\$1,000.00	\$5,000.00	\$10,000.00
		1st Offence	2nd Offence	3rd Offence
Section	Offence	(NO TIME LIMITS BETWEEN OFFENCES)		
9.2 (c)	Burn Prohibited Debris in an Acceptable Burn Barrel, Acceptable	\$500.00	\$1,000.00	\$5,000.00

	Fireplace, Acceptable Fire Pit or Campfire.			
9.2 (d)	Deposit, discard, or leave any burning material or substance where it might ignite other material and cause a fire.	\$1,000.00	\$5,000.00	\$10,000.00
9.2 (e)	Conduct any activity that involves the use of fire, or that created potential sources of fire ignition, which could be expected to cause a Running or Open Fire unless he or she uses precautionary measures to prevent such a fire from occurring.	\$500.00	\$1,000.00	\$5,000.00
9.2 (f)	Fail to report property damaged caused by fire.	\$500.00	\$1,000.00	\$2,500.00
9.2 (g)	Fail to report an accidental, or unplanned, release of Dangerous Good(s) product.	\$5,000.00	\$10,000.00	\$25,000.00
9.3	Use fire to burn Prohibited Debris.	\$1,000.00	\$5,000.00	\$10,000.00
9.4	Obstruct a Member of the Fire Services in the performance of their duties, nor a Bylaw Officer or Peace Officer in the enforcement of this Bylaw.	\$2,500.00	\$5,000.00	\$10,000.00
		1st Offence	2nd Offence	3rd Offence
Section	Offence	(NO TIME LIMITS BETWEEN OFFENCES)		
9.5	Burn or have a fire in an area designated as Municipal or Environmental Reserve, excepting prescribed management authorized by the Summer Village.	\$500.00	\$1,000.00	\$5,000.00
9.6	Fail to comply with the conditions of a	\$1,000.00	\$5,000.00	\$10,000.00

	Fire or High Hazard Fireworks Permit.			
9.8	Utilize a Burn Barrel or burn Household Garbage within the Summer Village	\$500.00	\$1,000.00	\$5,000.00
9.9	Discharge Fireworks in a manner that contravenes manufacturer recommendations for those Fireworks.	\$500.00	\$1,000.00	\$5,000.00
9.10	Discharge or set off Fireworks in a Campground, Municipal or Environmental Reserve, or Multi-Residential Subdivision.	\$500.00	\$1,000.00	\$5,000.00

SCHEDULE “B”

Incident Response Rates

When an incident occurs within Summer Village of Sunset Point the rates shall be charged at a cost +3%

7.0B Emergency Management

Recommendation

Open For Discussion

Background

The Draft Emergency Management Plan will be provided closer to the meeting.

Summer Village of Sunset Point

Municipal Emergency Management Plan

Last Updated: 01/2025

Key Contacts

Police, Fire or Medical Emergencies call 9-1-1

Municipality

LSAC Reeve – Joe Blakeman	Office: 1-866-880-5722 Cell: 1-780-918-1916 Email: jblakeman@lsac.ca
LSAC CAO – Mike Primeau	Office: 1-866-880-5722 Cell: 1-780-305-4954 Email: mprimeau@lsac.ca
Summer Village CAO – Mathew Ferris	Office: 1-780-665-5866 Email: office@sunsetpoint.ca
Summer Village Mayor – Gwen Jones	Office: 1-780-665-5866 Email: gwen.jones@sunsetpoint.ca

Lac Ste. Anne County Contacts

Director of Emergency Management/Fire Chief – Randy Schroeder	Office: 1-780-785-3411 Cell: 1-780-284-1700 Email: rschroeder@lsac.ca
Deputy Director of Emergency Management/Health & Safety Manager – Carole Marciszyn-Peacock	Office: 1-780-785-3411 Cell: 1-780-284-0789 Email: cpeacock@lsac.ca
Deputy Fire Chief – Brent Sanderson	Office: 1-780-785-3411 Cell: 1-825-963-4883 Email: bsanderson@lsac.ca
	1-866-618-2362 Troy Carriere and John Swist 9-1-1 Emergency 1-825-220-7267 Parkland

AEMA

Field Officers

RCMP

Non-Emergency (Detachment)

Utilities

Utility Safety Partners	1-800-242-3447
Fortis	310-WIRE (9473)
Altalink	1-866-451-7817
EQUIS	310-EQUIS (3787)
TELUS	1-888-811-2323
SANG	1-780-967-2246

Municipal Services

Alberta Beach CPO	1-780-924-3434
LSAC Enforcement Services	1-780-785-3630
Alberta Beach Village Office	1-780-924-3181

Alberta Health Services

Single-Point-of-Contact	1-844-755-1788
	edp@ahs.ca

Medical Centers

WestView Health Centre	Emergency Care
Stony Plain Hospital	1-780-968-3600

Alberta Forestry & Parks

Whitecourt Forest Area	1-780-778-7158
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ECC Locations

- County Office
- EAST Station

Values at Risk

Critical Values

Description	Label No. #	Grid #	Latitude	Longitude
Pentecostal Camp				

Critical Infrastructure

Sewer	Storm Water			
Lagoon	Underground			

Standard Values

Public Works Shop	Council Chambers	
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Staging Areas

- Sunset Drive into Camp (whole Camp)
- Sunset Drive (between borders)

Water Supply

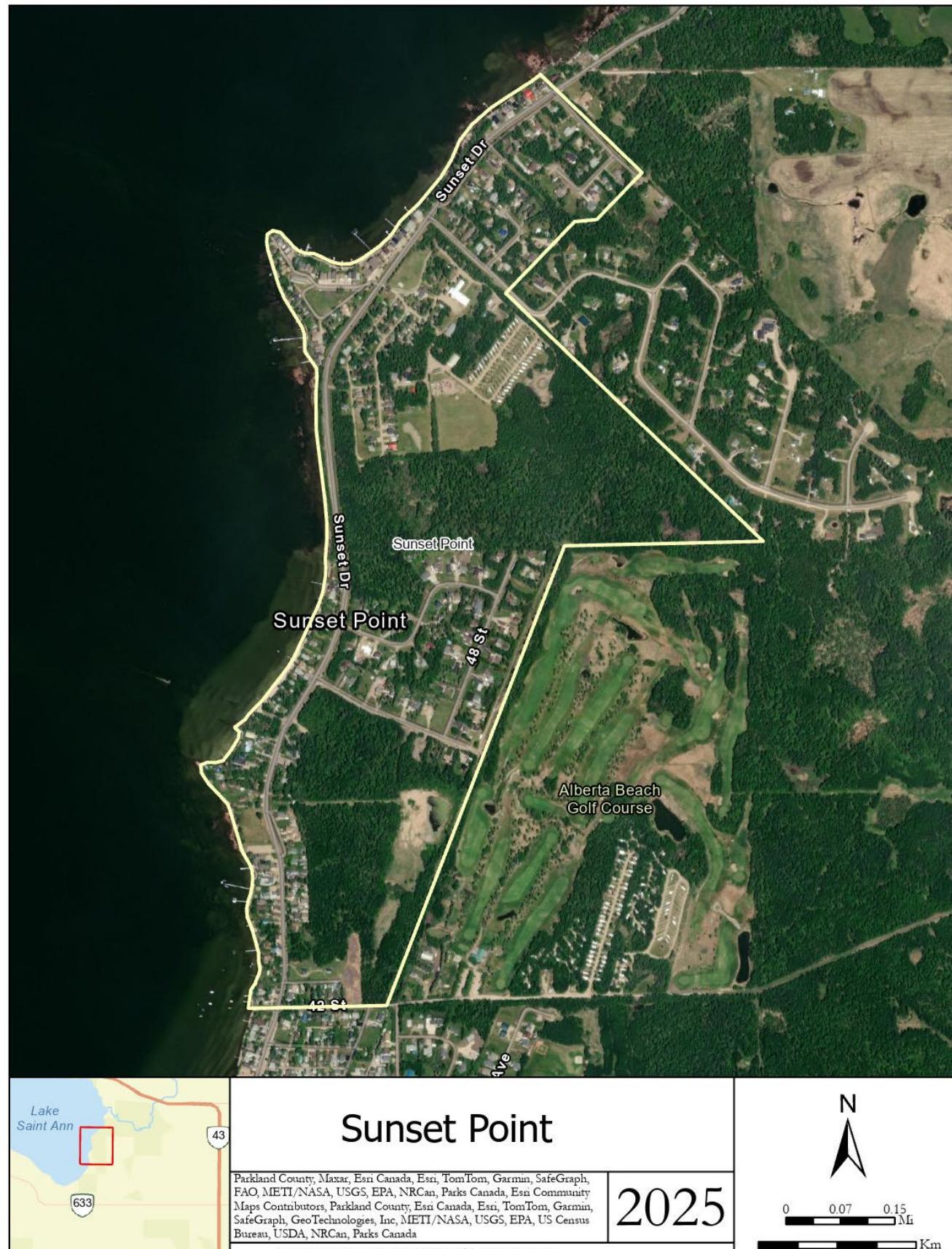
- Tanker Shuttle from WILD Fill Station at Alberta Beach (RGE RD 32 south of ECKO Marine)
- Boat Launch (Private) Sunset Drive on peak
- Lake access at Boundary Road to Lakeshore (Elm Street)

Communications

Command (Mutual Aid)		
Tactical	LSACFS Dispatch	DMR
Tactical (Structural)	LSACFS OPS	AFRRCS

Fire Department Resources

LSAC Fire Services	Mutual Aid Resources
<ul style="list-style-type: none">3 - Engines1 - Rescue3 - Squads3 - Tenders2 - UTV's2 - Watercrafts3 - Command Staff66 - Firefighters	<ul style="list-style-type: none">Fire Rescue InternationalParkland County Fire ServicesSturgeon County Fire ServicesAlberta Wildfire



Evacuation Protocol

Safety Zone / Emergency Assembly Point

- Pentecostal Camp
- Shelter-in-place

Evacuation – Alerting Timelines – ESS Trigger

Wildfire

- Less than 3 km or 1 hour away

Potential Evacuation Locations

Reception Centre Locations	
Pentecostal Camp	1-780-924-3533
Alberta Beach Agliplex	1-780-924-3545
Grasmere School	1-780-924-3758
Onoway Heritage Centre	1-780-916-1815

Evacuation Routes

- Sunset Drive both ways

Responder Evacuation

- Not a factor for Summer Village

Public Critical Communications

- AEA Alert
- County Connect

Dozer Guard

- Widen 56 Ave from Sunset Drive SE to Lakeview Place NE
- From Lakevie Place to Alberta Beach Golf Course NE corner
- Dozer staging area 56 Ave

Hazard Identification/Risk Analysis

Wildland Urban Interface (WUI)	Moderate
Summer Weather	Limited
Winter Weather	Limited
Dangerous Goods	Limited
Infectious Disease	Limited
High Intensity Residential Fire Response	Limited
Flooding	Minor
Water Pollution	Minor
Drought	Limited
Major Road Accident	Limited
Communications	Limited
Utility Interruption	Minor
Cyber Attack	Moderate
Earthquake/Icequake	Limited
Structural Collapse	Limited
Civil Disturbance	Limited
Active Intruder	Limited

ADD GIS MAP OF COMMUNITY/SUMMER VILLAGE

Include:

- Community Map
- Evacuation Routes
- Staging Areas
- Critical Infrastructure
- Pre-Planned Cut Lines
- Other Pertinent Information
- Legend (Sample on right)
- QR Code to georeferenced map and document with instructions:
 - Point camera or QR scanner at QR Code
 - Follow link and download the file(s)
 - Open geofenced map with ArcGIS or open document with a PDF Reader App



Hazard Identification and Risk Assessment (HIRA)

HIRA is based on the presumption that preparing to absorb and bounce back from large-scale incidents will better prepare communities to respond, react to and recover from smaller ones.

System Type Impact

	Impact Level					
Critical Infrastructure	<i>Catastrophic</i>	<i>Major</i>	<i>Moderate</i>	<i>Minor</i>	<i>Limited</i>	<i>None</i>
Environmental	<i>Catastrophic</i>	<i>Major</i>	<i>Moderate</i>	<i>Minor</i>	<i>Limited</i>	<i>None</i>
Economic	<i>Catastrophic</i>	<i>Major</i>	<i>Moderate</i>	<i>Minor</i>	<i>Limited</i>	<i>None</i>
Government	<i>Catastrophic</i>	<i>Major</i>	<i>Moderate</i>	<i>Minor</i>	<i>Limited</i>	<i>None</i>
Social Function	<i>Catastrophic</i>	<i>Major</i>	<i>Moderate</i>	<i>Minor</i>	<i>Limited</i>	<i>None</i>
Healthcare System	<i>Catastrophic</i>	<i>Major</i>	<i>Moderate</i>	<i>Minor</i>	<i>Limited</i>	<i>None</i>

Mitigation Effectiveness Impact Assessment	<i>High</i>	<i>Medium</i>	<i>Low</i>			
Risk Trend Assessment	<i>Increasing</i>	<i>Stable</i>	<i>Decreasing</i>			
Likelihood Assessment	<i>Certain</i>	<i>Almost Certain</i>	<i>Probably</i>	<i>Possible</i>	<i>Unlikely</i>	<i>Extremely Unlikely</i>
Confidence Level Assessment	<i>Highest</i>	<i>High</i>	<i>Moderate</i>	<i>Low</i>	<i>Lowest</i>	

HIRA Limitations:

HIRA is not a predictive tool and while it is not operational nor tactical, once completed the HIRA may indicate areas that could benefit from further investigation and more detailed assessment.

An assessment will only be as strong as the quality of data used and consultations with subject matter experts.

HIRA criteria will be applied to each of the Hazard Identification/Risk Analysis identified on page 1.

8.0 Committee Reports
A. Councillor Reports

Recommendation:

That Council accepts the Committee Reports for information.

Background.

9.0 CAO Reports

A. CAO Action List

Recommendation: That Council accepts the Update for information.

Background

Attached for information

10.0 Response to Delegations

11.0 Additional items

February 5th 2025

Summer Village of Sunset Point

12.0 Correspondence

February 5th 2025

Summer Village of Sunset Point