

1.0 Call to Order

2.0 APPROVAL OF AGENDA

3.0 APPROVAL OF MINUTES –

A. Nov 26 2024

4.0 Public Submissions

5.0 BUSINESS ARISING

- A. 2025 Budget
- B. Year End Financial Update
- C. Councillor Per Diem Policy

6.0 Development Matters

- A. NA

7.0 New Business

- A. Fire Services Bylaw
- B. Fire Invoicing
- C. Fire Closed Session
- D. Fire Service Agreement

8.0 Committee Reports

- A. Councillor Reports

9.0 CAO Reports

- A. Disbursements, CAO Action List
- B. CAO contract Amendment

10.0 Response to Delegations

- A.

11.0 Additional Items

- A.

12.0 Correspondence

NEXT MEETING February 5th 2025

ADJOURNMENT

3.0 A November 26 Regular Meeting Minutes

Recommendation:

That Council approve the minutes from the November 26th 2024 Regular Council meeting Minutes.

Background:

Council Meeting Minutes are attached for review.

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
Nov 26 2024 @ 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 5:30pm

2.0 Approval of AGENDA MOVED by Councillor Packer that the October 2nd Agenda be approved as presented with addition of Item 11.a Village Fire.

2024 – 167

Carried

3.0A APPROVAL OF Minutes MOVED by Deputy Mayor Ekins that Council approves the October 2nd 2024 Council Meeting Minutes as amended.

#2024 – 168

Carried

4.0A Public Submission

Concerns on Sept 7th park and drug use an abandoned people. Ask on protocol for homeless people squatting.

5.0A Emergency Management Agreement

Res. #2024-169

Moved by Councillor Packer that Council adopts the Emergency Management Agreement as presented.

Carried

5.0B Alberta Beach Library

Moved by Mayor Jones that Council directs administration to incorporate \$2000.00 into the 2025 Budget for Alberta Beach Library Well replacement

Res. #2024-170

Carried

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
Nov 26 2024 @ 5:15pm.

5.0c Fire Service

Moved by Mayor Jones that the item be deferred to the end of the meeting.

Res. #2024-171

Carried

5.0D Beachwave Park

Moved by Mayor Jones that Council directs Administration to include a \$5000 contribution in the 2025 Budget towards Beachwave Park contributions.

Res. #2024-172

Carried

5.0E Interim Operating Budget

Moved by Deputy Mayor Ekins that Council hereby authorize the 2025 Interim Operating Budget based on approving 50% of the prior year (2024) operating budget expenditures excluding any one time special purchases, as per Section 242(2) of the Municipal Government Act, and that this interim budget cease to have any affect at the time the 2024 operating budget is adopted by Council.

Res. #2024-173

Carried

5.0F 2025 Council Meeting Dates

Moved by Councillor Packer that Council schedules all 2025 Regular Scheduled Council meetings for the following dates starting at 5:15pm the dates for 2025 would be as follows:

Wednesday January 8th 2025
Wednesday February 5th 2025
Wednesday March 5th 2025
Wednesday April 2nd 2025
Wednesday May 7 2025
Wednesday June 4 2025
Wednesday July 2 2025
Wednesday September 3rd 2025
Wednesday October 1st 2025
Wednesday December 3rd 2025

Res. #2024-174

Carried

Moved by Mayor Jones that Council schedules the August 6th 2024 Organizational Meeting be scheduled at 5:15pm and that the regular scheduled Council Meeting be scheduled for August 6th 2024 at 6:15pm

Res. #2024-175

Carried

6.0 Development Matters

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
Nov 26 2024 @ 5:15pm.

7.0 New Business

7.0A Fire Service Bylaw

2024 –176 Moved by Deputy Mayor Ekins that it be deferred to the January 8th 2025 meeting.

CARRIED

7.0B Municipal Elections

2024 –177 Moved by Mayor Jones that the Summer Village of Sunset Point appoint Darcie Graham as Returning Officer and Zelke Walden as the Deputy Returning Officer effective January 1st 2025.

CARRIED

2024 –178 Moved by Councillor Ekins that the Municipal Election be scheduled for July 26 2025 and in the event of four or more candidates running an Advance Poll be held July 12 2025, with both Polls to be held at the Village office.

CARRIED

8.0 Committee Reports

A. Council Reports

2024 – 179 MOVED by Mayor Jones that Council accept the Committee Reports for information.

CARRIED

9.0 CAO REPORTS

A. Reconciliation, Disbursements and Action List

2024 – 180 MOVED by Deputy Mayor Ekins that Council accept the report for information.

CARRIED

**MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
Nov 26 2024 @ 5:15pm.**

11.0 Additional Items

Fire Hazard Discussion

2024 – 181 MOVED by Mayor Jones that Administration be directed to draft an update to the Community Standard Bylaw to incorporate fire smarting no later than the February meeting.

CARRIED

10.0 Response to Delegates

2024- 182 Moved by Councillor Packer that Council accepts the discussion for information.

CARRIED

5.0c Fire Service

Moved by Mayor Jones that Council enters into closed session at 7:07PM in accordance to FOIP section 16,17, 18, 21,22,23,24.

Res. #2024-183 Carried

*CAO Matthew Ferris requested to Leave Closed Session at 7:15pm leaving only Mayor Jones, Deputy Mayor Ekins, and Councillor Packer in Closed Session.
Mayor Requested CAO Ferris return to Closed Session at 7:39pm.*

Moved by Mayor Jones that Council comes out of Closed Session at 7:40pm

Res. #2024-184 CARRIED

2024- 185 Moved by Councillor Packer that Council inform Lac Ste. Anne County that upon the termination of the existing Fire Service Agreement with Onoway that Sunset Point will enter into a 10 year Fire Service Agreement with the County.

CARRIED

MINUTES
SUMMER VILLAGE OF SUNSET POINT
REGULAR MEETING OF COUNCIL
Nov 26 2024 @ 5:15pm.

2024- 186

Moved by Deputy Mayor Ekins that Council defers the decision on the draft Fire Service Agreement with Lac Ste Anne County until a later meeting

CARRIED

These minutes were approved this January 8th 2025

Mayor Jones

Matthew Ferris CAO

4.0 A Public Submissions

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. At the February meeting Administration will bring a summary of proposed Capital Projects for Council approval.

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	95,100.00	95,100.00	95,100.00	95,100.00
Total	Sewer Revitalization	95,100	95,100	95,100	95,100
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	5,700.00	3,700.00	3,700.00	3,700.00
1-12-00-00-00-591	Boat Hoist Tag Revenue	100.00	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		62,500.00	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

1,063,539.58

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
2-72-00-00-130	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)	95,100.00	88,200.00	88,200.00	88,200.00
	Communal Rev				
2-42-00-00-765	TRIVILLAGE REQUISITION	104,716.00	104,716.00	104,716.00	104,716.00

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					
		1,040,464.58			

5.0 B Year End Financial Update

RECOMMENDATION:

Accept for Information

Background .

Attached are the 2024 Budget Actuals as of January 5th 2025 with some entries outstanding. Overall we came under Budget where possible Administration has utilized funds from 2024 for things that may have been needed in 2025 such as Elected Officials and Administration computers.

Summer Village of Sunset Point

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

January - December 2024

		TOTAL		
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4010 Residential Taxes	545,433.08	534,715.00	10,718.08	102.00 %
4020 Minimum Tax	21,491.90	23,729.00	-2,237.10	90.57 %
4040 Municipal Utility Tax		95,100.00	-95,100.00	
4050 ASFF Levy	183,719.88	185,049.00	-1,329.12	99.28 %
4060 Lac Ste Anne Levy	18,979.91	18,799.00	180.91	100.96 %
4100 Penalties on Taxes	152,873.11	14,000.00	138,873.11	1,091.95 %
4200 Tax Certificates	700.00	1,000.00	-300.00	70.00 %
4210 Franchise Fee Revenue	13,489.87	19,000.00	-5,510.13	71.00 %
4215 Development Permit Revenue	850.00	5,700.00	-4,850.00	14.91 %
4220 Other revenue		1,000.00	-1,000.00	
4225 Boat Hoist Revenue		100.00	-100.00	
4230 Emergency Response Payments		100.00	-100.00	
4300 MSI Operating	17,388.00	17,388.00	0.00	100.00 %
4305 MSI Capital Grant	1,817.18	47,811.00	-45,993.82	3.80 %
4310 MSI Capital Projects		79,000.00	-79,000.00	
4315 FGTG Grant		15,127.00	-15,127.00	
4320 FCSS Grant	7,333.81	7,334.00	-0.19	100.00 %
4400 Building rent	3,600.00	3,400.00	200.00	105.88 %
4500 Sewer Fees		95,100.00	95,100.00	
4600 Interest earned		19,428.42	19,428.42	
4630 fines	1,267.00	600.00	667.00	211.17 %
Total Income	\$1,083,472.16	\$1,068,952.00	\$14,520.16	101.36 %
GROSS PROFIT	\$1,083,472.16	\$1,068,952.00	\$14,520.16	101.36 %
Expenses				
5001 Administration Expenses	51.26		51.26	
5005 Insurance - Liability & Crime	5,492.57	7,500.00	-2,007.43	73.23 %
5010 Memberships	4,134.15	6,800.00	-2,665.85	60.80 %
5011 Legal and professional fees	41,063.34	61,180.00	-20,116.66	67.12 %
5012 Meeting Expenses	599.14	1,500.00	-900.86	39.94 %
5015 Advertising & Promotion	1,756.00	3,500.00	-1,744.00	50.17 %
5020 Bank charges	991.80	500.00	491.80	198.36 %
5025 Contracted Assessment	15,026.84	15,000.00	26.84	100.18 %
5030 Adminisitrative contracted	53,625.00	58,500.00	-4,875.00	91.67 %
5045 Tax recovery Fees		1,500.00	-1,500.00	
5050 Admin mileage	851.90	2,500.00	-1,648.10	34.08 %
5055 Administration Conference/Training		1,800.00	-1,800.00	
5065 Office expenses	5,777.07	7,000.00	-1,222.93	82.53 %
5068 Software	2,464.88	4,500.00	-2,035.12	54.78 %
5070 Telecommuication	5,675.77	2,900.00	2,775.77	195.72 %
5075 Development Officer	5,000.04	5,000.00	0.04	100.00 %
5085 CPP Employer	307.52	1,713.00	-1,405.48	17.95 %
5090 WCB	920.90		920.90	
5096 Civic Grants	1,000.00	1,500.00	-500.00	66.67 %
5098 Contracted Services	7,986.25	12,000.00	-4,013.75	66.55 %
5099 Special Project Assessment Services	17,300.00		17,300.00	

Summer Village of Sunset Point

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

January - December 2024

	ACTUAL	BUDGET	TOTAL	
			OVER BUDGET	% OF BUDGET
Total 5001 Administration Expenses	170,024.43	194,893.00	-24,868.57	87.24 %
5100 Community and Protective Services				
5125 Bylaw Enforcement	25,807.00	25,807.00	0.00	100.00 %
5130 Fire Service	35,839.40	40,880.00	-5,040.60	87.67 %
5140 Provincial RCMP Cost	14,290.00	14,776.00	-486.00	96.71 %
5150 Fire Response Payments	1,749.20	100.00	1,649.20	1,749.20 %
5160 Emergency Management Expenses	10,000.00	12,500.00	-2,500.00	80.00 %
Total 5100 Community and Protective Services	87,685.60	94,063.00	-6,377.40	93.22 %
5200 Council Expenses	214.29		214.29	
5210 Councillor Conference/Training		7,000.00	-7,000.00	
5220 Councillor Contingency/Expenses	2,025.00	5,500.00	-3,475.00	36.82 %
5230 Councillor Honorarium	12,458.50	15,000.00	-2,541.50	83.06 %
5240 Councillor Mileage	516.60	1,700.00	-1,183.40	30.39 %
Total 5200 Council Expenses	15,214.39	29,200.00	-13,985.61	52.10 %
5300 Parks and Recreation Expenses				
5310 Library	4,739.90	7,950.00	-3,210.10	59.62 %
5320 Grass Cutting	41,570.55	40,385.00	1,185.55	102.94 %
5340 Misc Park Expenses		1,000.00	-1,000.00	
5350 Portable Toilets	1,620.00	6,000.00	-4,380.00	27.00 %
5365 Recreation Contributions	1,500.00	1,000.00	500.00	150.00 %
5370 Shoreline Rehab		6,100.00	-6,100.00	
5375 FCSS Expenses	12,785.81	9,167.00	3,618.81	139.48 %
Total 5300 Parks and Recreation Expenses	62,216.26	71,602.00	-9,385.74	86.89 %
5400 Public Works				
5410 Garbage Collection	37,683.65	38,600.00	-916.35	97.63 %
5420 Snow Removal	7,653.02	22,000.00	-14,346.98	34.79 %
5430 Landfill	7,151.33	5,000.00	2,151.33	143.03 %
5450 Street Signs	1,720.45	1,000.00	720.45	172.05 %
5460 Road Maintence	30,375.00		30,375.00	
5461 Culvert Replacement		6,000.00	-6,000.00	
5462 Road Repairs		10,000.00	-10,000.00	
Total 5460 Road Maintence	30,375.00	16,000.00	14,375.00	189.84 %
5470 Street lights	19,805.29	19,000.00	805.29	104.24 %
5475 Building Utility Expenses	105.88		105.88	
Total 5400 Public Works	104,494.62	101,600.00	2,894.62	102.85 %
5500 Utilities	1,150.84		1,150.84	
5510 Lagoon Debenture	47,772.00	31,848.00	15,924.00	150.00 %
5520 Trivillage Revitalization	92,329.00	95,100.00	-2,771.00	97.09 %
5530 Trivillage Requisition	74,571.00	104,716.00	-30,145.00	71.21 %
Total 5500 Utilities	215,822.84	231,664.00	-15,841.16	93.16 %
5600 WILD Utility				
5610 Wild Operating	1,264.71	1,265.00	-0.29	99.98 %
5620 Wild Debenture	10,588.64	10,589.00	-0.36	100.00 %
Total 5600 WILD Utility	11,853.35	11,854.00	-0.65	99.99 %
5700 Government transfers				

Summer Village of Sunset Point

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

January - December 2024

		TOTAL		
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5710 MSI Capital Plans	200,619.21		200,619.21	
5740 MSI Operating Expenses		17,388.00	-17,388.00	
Total 5700 Government transfers	200,619.21	17,388.00	183,231.21	1,153.78 %
Total Expenses	\$867,930.70	\$752,264.00	\$115,666.70	115.38 %
NET OPERATING INCOME	\$215,541.46	\$316,688.00	\$ -101,146.54	68.06 %
Other Expenses				
5910 ASFF Requisition	191,637.14	185,048.00	6,589.14	103.56 %
5920 Las Ste Anne Requisition	18,799.39	18,799.00	0.39	100.00 %
5999 ACP Grant	6,000.00		6,000.00	
Total Other Expenses	\$216,436.53	\$203,847.00	\$12,589.53	106.18 %
NET OTHER INCOME	\$ -216,436.53	\$ -203,847.00	\$ -12,589.53	106.18 %
NET INCOME	\$ -895.07	\$112,841.00	\$ -113,736.07	-0.79 %

5.0 C 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

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)	\$125.00
Monthly Incurred Expense Reimbursement (Electronic and Others)	\$75.00

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Monthly	
Incurred Expense Reimbursement (Electronic and Others)	\$75.00

**SUMMER VILLAGE OF SUNSET POINT
TRAVEL & SUBSISTENCE EXPENSE REIMBURSEMENT WHILE TRAVELING ON
SUMMER VILLAGE BUSINESS**

Date of Approval by Council: January 13, 2017 Resolution No.: #2017 - 008

Lead Role: Council Replaces: N/A

Last Review Date: October 28, 2005 Next Scheduled Review Date: 01/2020

Background:

The Summer Village does not wish any elected official or the CAO to be out of pocket for expenses incurred as a result of attending Summer Village business, but it wishes to ensure that expenses are within reason.

Policy:

Elected officials and Administration who attend Council approved conferences or seminars shall be reimbursed for transportation, food, lodging and other related expenses as follows.

Meal Expense

When travelling on Summer Village business a claim can be made for either the actual cost of the meal (with receipt) or the meal allowance (without receipt). The actual cost of the meal is the amount shown on the receipt, excluding alcoholic beverages, plus a gratuity of up to 15% of the meal cost.

The meal allowances (without receipts) are:

- \$ 10.00 for breakfast
- \$ 15.00 for lunch
- \$ 25.00 for dinner

When travelling on Summer Village business for part of a day, the following may be reimbursed for the receipted amount or the meal allowance:

- for breakfast if the departure time is earlier, or the return time, is later than 7:30 a.m.
- for lunch if the departure time is earlier, or the return time, is later than 1:00 p.m.
- for dinner if the departure time is earlier, or the return time, is later than 6:30 p.m.

Accommodation Expense

When travelling on approved Summer Village business the actual cost of the accommodation may be claimed.

Business Kilometers

The Summer Village will reimburse business travel for use of private vehicle at the rate as periodically established by the Canadian Revenue Agency (CRA), which was \$0.54 per kilometer at the time of updating this policy in 2017.

Incidental Expenses

Other costs such as telephone calls and parking will be paid upon receipts being provided with the expense claim.

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 a 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;

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- 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 utilize a Burn Barrel or burn Household Garbage within a the Summer Village of Sunset Point.

Commented [RS2]: Conflicts with the above noted clause regarding burn barrels

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

9.11 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.

Section	Offence	1st Offence	2nd Offence	3rd 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 Fire Invoicing

Recommendation

Open For Discussion

Background

Administration recently received an invoice for a fire call that involved mutual aid assistance. However, the landowner has not yet been invoiced, as charges for the mutual aid have not been finalized. Administration is seeking guidance from Council on the appropriate process for handling this situation. There are concerns about issuing an initial invoice followed by a supplementary invoice, as this approach has caused issues in other communities. Since this is the first instance of its kind, Administration would like clarity on Council's preferred direction.

7.0C Fire Closed Session

Recommendation

That Council enters into closed session.

Background.

Administration would like to go into closed session regarding this item to discuss existing fire service agreement and the propose new one.

7.0C Fire Service Agreement

Recommendation

That Council directs the Mayor and CAO to sign the Fire Service Agreement with an effective date of April 1st 2025.

Background.

Draft Agreement was provided at the November meeting for discussion. It is further attached now for review. At the November meeting, Council past a motion to enter into a 10 year agreement with Lac Ste. Anne County upon the termination of the existing fire service agreement.

FIRE SERVICES AGREEMENT entered into this _____ day of _____, 2024.

BETWEEN:

LAC STE. ANNE COUNTY

a Municipality incorporated pursuant to
the laws of the Province of Alberta,
(hereinafter referred to as the "County"),

OF THE FIRST PART,

-and-

SUMMER VILLAGE OF SUNSET POINT

a Municipality incorporated pursuant to
the laws of the Province of Alberta,
(hereinafter referred to as the "Summer Village"),

OF THE SECOND PART.

WHEREAS the Summer Village is authorized under the *Municipal Government Act*, R.S.A. 2000, c. M-26 (the "MGA"), to enter into agreements on or in connection with matters under the Summer Village's administration;

WHEREAS as authorized under the MGA, the County may provide a service that the County provides in the County to another municipality with the agreement of that other municipality;

WHEREAS the Summer Village desires to enter into an agreement with the County whereby the County will provide Fire Services to the Summer Village;

WHEREAS the Summer Village has agreed to pay for the Fire Services to be provided pursuant to the terms, covenants and conditions hereinafter contained;

Definitions

1. In this Agreement:

- (a) **Agreement** - means this agreement and includes Schedules A, B, and C;
- (b) **Apparatus** - Any emergency vehicle used for rescue, fire suppression, or other specialized functions whether operated on land, water, or air;
- (c) **Calendar Year** - The period between January 1 and December 31 of that year;
- (d) **Claim** - means a legal demand or assertion by a claimant for compensation, payment, or reimbursement for a loss under a contract, or an injury due to negligence;

- (e) **County Fire Chief** – means the person holding the office of the County’s Fire Department Chief, or that person’s designate, as the context requires;
- (f) **County Fire Department** – means that fire service organization through which Fire Services are provided by the County;
- (g) **Dispatch Services** - means those activities reasonably required for the receipt of all emergency calls within the Service Area in accordance with the County’s call-handling procedures as they exist from time to time;
- (h) **Equipment** - means any tools, devices or materials used by the Fire Service for rescue, fire suppression or other specialized functions;
- (i) **Fire Services** - means responding to calls for fire suppression or emergencies and the provision of emergency rescue services; such responses include, but are not limited to, structure fires, wildland fires, vehicle and equipment fires, victim rescue, vehicle and equipment extrication, dangerous goods incidents, ice/water rescue, limited confined space rescue, emergency medical assistance, and other incidents to which a fire department normally responds;
- (j) **Fire Services Bylaw** – means the Fire Services Bylaw, as amended or replaced from time to time;
- (k) **Firefighter(s)** - means the firefighter(s) or emergency responder(s) who are members of the County Fire Department;
- (l) **Master Rates and Fees Bylaw** – means the County’s Master Rates and Fees Bylaw, as amended or replaced from time to time;
- (m) **Occupational Health and Safety Act** – means the *Occupational Health and Safety Act*, SA 2020, c O-2.2, as amended from time to time;
- (n) **Party or Parties** – means the Summer Village and the County, or either of them;
- (o) **Personal Information** - means recorded information about an identifiable individual as defined in the *Freedom of Information and Protection of Privacy Act*, as may be amended from time to time;
- (p) **Safety Codes Act** – means the *Safety Codes Act*, RSA 2000, c S-1, as may be amended from time to time;
- (q) **Services** – means Dispatch Services or Fire Services to be provided by the parties pursuant to the terms of this Agreement;

- (r) **Service Area** – has the meaning provided in section 21 and 22 of this Agreement;
- (s) **Standard Operating Guidelines (SOG's)** - means standard operating guidelines issued, updated and or amended in accordance with industry best standards; and
- (t) **Workers' Compensation Act** – means the *Workers' Compensation Act*, RSA 2000, c W-15, as amended from time to time.

Delegation

2. The County designates the County Manager or his or her designate as the County's representative under this Agreement and as the prime contact who is authorized to communicate the County's position to the Summer Village on matters pertaining to this Agreement.
3. The Summer Village designates the Chief Administrative Officer or his or her designate as the Summer Village's representative under this Agreement and as the prime contact who is authorized to communicate the Summer Village's position to the County on matters pertaining to this Agreement.

Period of Contract

4. The County shall provide Fire Services pursuant to the terms of this Agreement commencing March 8, 2025 and terminating December 31, 2035, subject to earlier termination in accordance with this Agreement.
5. Upon the expiration of the initial term in **Section 4**, this Agreement shall automatically renew for successive periods of the same period of time (the "Renewal Term") as the original term and under the same terms and conditions, unless either Party provides written notice of its intent not to renew at least twelve (12) months prior to the expiration of the initial term or any Renewal Term.
6. The Parties acknowledges that neither Party has an obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

Fees

7. The County will invoice the Summer Village for the provision of Fire Services within the Service Area, based on the rates set out in the County's Master Rates and Fees Bylaw, as amended from time to time, and will be issued in accordance with County policy. The County reserves the right to amend the County's Master Rates and Fees Bylaw, as it pertains to Fire Services, as , as long as the County provides no less than ninety (90) days' prior written notice to the Summer Village of the same. The County shall provide the Summer Village with electronic incident response reports containing information satisfactory to the Summer

Village with each invoice issued to the Summer Village.

8. The Summer Village will pay the County's invoice within 30 days of receipt of the invoice.
9. For the ease of budget certainty, the Summer Village also agrees to a fixed cost contribution amount for the duration of the term of this Agreement, as set out in Schedule "B" of this Agreement. Unless otherwise agreed to by the parties, the Summer Village will be invoiced by the County for 50% of the cost contribution amount no later than January 31st of the Calendar Year. Unless otherwise agreed to by the Parties, the Summer Village will be invoiced by the County for the remaining 50% of the cost contribution amount no later than July 1st of the Calendar Year and that amount shall be provided to the County no later than September 30th of that Calendar Year.

Invoices are to be submitted to: office@sunsetpoint.ca

10. All Services provided by the County under this Agreement are being purchased by the Summer Village and where applicable may be subject to the Goods and Services Tax (GST).
11. In the event of early termination of the Agreement the final payment amount will be due at the termination date.

Provision of Fire Services

12. The County agrees to:
 - (a) provide the Summer Village with Fire Services in the Service Area in accordance with the SOGs and the County and Summer Village Fire Services Bylaw;
 - (b) make its best efforts to provide priority of response to required Fire Services within the Summer Village;
 - (c) be responsible for the operation and management of the County Fire Department;
 - (d) be responsible for the maintenance, repair, and upgrading of all equipment and technology used in the provision of the Fire Services;
 - (e) comply with all applicable Federal, Provincial, and municipal legislation, regulations, and bylaws; and
 - (f) be responsible for all recruitment, remuneration and ongoing training and management of all Firefighters on the County Fire Department.
13. The County will maintain SOGs in accordance with best practices for provision of the Fire Services. A copy of the County's current SOGs are attached as Schedule "C". The County shall

provide the Summer Village with any amendments to the SOGs within ten (10) days of such amendment becoming effective.

14. If during course of provision of Fire Services, the County becomes aware of any violations or potential violations of the Safety Codes Act, the County will notify the Safety Codes Officer acting on behalf of the Province of Alberta, and advise the Summer Village as soon as possible.

Public Education and Community Engagement

15. The County agrees that the County Fire Department will provide public education and participate in community engagement opportunities within the Summer Village, including but not limited to:
 - (a) FireSmart and Farm Fire Smart initiatives;
 - (b) Fire and Fireworks permitting;
 - (c) Fire Hazard Risk Assessment
 - (d) Knox Box Program
 - (e) Participation in Community Special Events
 - (f) Fire Safety presentations
 - (g) Public Relations and Communications Support
 - (h) Public Safety Messaging
 - (i) Fire Hazard Ranking Updates

Dispatch Services

16. The County agrees to maintain a third-party contract with a 9-1-1 dispatch service, which shall be responsible for receiving, processing, and managing all emergency calls relating to the provision of the Fire Services.
17. The County shall notify the Summer Village of any potential change in Dispatch Services prior to any change to ensure there are no breaks in service or interruptions in communication with other partnering departments and that the service standards provided in Section 13 are maintained.

Accountability and Reporting

18. Both Parties agree to maintain records in respect of the Fire Services, fees and expenses related to this Agreement, including records necessary to demonstrate compliance with the Agreement, and shall make those records available for inspection by either Party or their representatives at all reasonable times upon reasonable notice. Both municipalities shall have the right to take copies at the County or the Summer Village offices, at that Parties' expense, of any such records or parts thereof.
19. The County agrees to meet with the Summer Village on an annual basis, or on such other reasonable schedule as may be mutually agreed upon by the Parties in writing, to discuss data

analysis, operational planning, reporting, quality monitoring, risk management, improvement initiatives, and costs relating to the provision of the Fire Services;

20. The County agrees to provide a quarterly reporting to the Summer Village.

Service Area

21. The County agrees to provide Fire Services within the area outlined in Schedule "A" to this Agreement (the "Service Area") in the Summer Village during the term of this agreement.

22. The Summer Village may adjust the Service Area upon reasonable notice to the County.

- (a) The Parties agree that in order to qualify as reasonable, notice must be in writing and be given at least six (6) months prior to the end of any Calendar Year, so as to allow the County an opportunity to adjust its budget in the normal course of its budget cycle and procedures.
- (b) In the event the Summer Village increases the Service Area, it agrees to engage in good faith consultation with the County prior to the adjustment to ensure the County has the necessary resources and capacity to accommodate the increased Service Area.
- (c) In the event the Service Area is adjusted, the Parties agree to review in good faith the need for an adjustment to associated fees for the provision of Fire Services.

Level of Service and Mutual Aid

23. The County shall assign at its discretion, on a per incident basis, Apparatus, Equipment and Firefighters as required to provide Fire Services in accordance with this Agreement and the County and Summer Village Fire Services Bylaw.

24. The Summer Village acknowledges, accepts and agrees that in the event where a County incident is deemed to be a priority by the County Fire Chief or his or hers designate, in their sole discretion, the County may be unable to provide the Fire Services within the Service Area. The County commits to never abandoning an active fire scene. The Summer Village shall have no claim for damages or compensation arising out of the failure or refusal of the County to provide the Fire Services under this Agreement due to a conflicting requirement for such Fire Services.

25. Where, in the opinion of the County Fire Chief, additional assistance is required to respond to an emergency call in the Service Area, the County Fire Chief may request additional Apparatus, Equipment and Firefighters, or support from any other municipality or fire protection association which is a party to an existing fire service agreement or mutual aid agreement with the County.

Equipment

26. The County shall bear the costs of all repairs to any Apparatus and Equipment comprising a part of the County's Firefighting Equipment when being utilized within the Summer Village.
27. The County agrees to maintain insurance and registration on the County's Apparatus and Equipment.
28. The County agrees to maintain the required radio licenses for all radios including County Fire Department radios (handheld portables, base station and apparatus mobiles).

Staffing

29. The County shall be responsible for providing insurance and Workers' Compensation Act coverage for all Firefighters providing Fire Services under this Agreement.
30. The County shall collect and maintain any required Firefighter documentation or information necessary for County staff.

Occupational Health and Safety and Workers' Compensation

31. The Parties will comply with the Occupational Health and Safety Act, the Workers' Compensation Act and all other laws in force in Alberta relevant to the provision of the Fire Services where applicable. On request, the County will provide the Summer Village with a certificate from the Workers' Compensation Board showing the County is registered and is in good standing with the board, if applicable.
32. The County shall operate, at all times, under its own Health and Safety policy.

Indemnity and Insurance

33. The County agrees to indemnify and hold harmless the Summer Village from any and all Claims, third-party Claims, demands, and actions or costs (including the Summer Village's costs on a solicitor-client basis) for which the County is responsible arising out of negligence or willful acts by the County or the County's employees or agents.

This clause shall survive the termination of this Agreement.

34. The Summer Village agrees to indemnify and hold harmless the County from any and all Claims, third-party Claims, demands, and actions or costs (including the County's costs on a solicitor-client basis) for which the Summer Village is responsible arising out of negligence or willful acts by the Summer Village or the Summer Village's employees or agents.

This clause shall survive the termination of this Agreement.

35. The Parties shall obtain, maintain and keep in good standing during the term of this Agreement, general public liability, automobile, commercial general liability, and property damage insurance coverage. Both Parties shall produce proof of insurance upon the request of the other Party.

Freedom of Information and Protection of Privacy Act (FOIPPA)

36. In the event that either Party provides any Personal Information to the other Party for the completion of the Services identified above, or either party gathers Personal Information from any employee/resident/customer under this Agreement in order to complete the Fire Services as stated in this Agreement, each Party acknowledges that the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIPPA") applies to that Personal Information, and agrees that each Party will handle that Personal Information in accordance with the obligations of each Party under FOIPPA:

- a) Each Party agrees that they will not collect Personal Information from any employee/resident/customer of either Party except in connection with or for the purpose of providing the Fire Services as identified in this Agreement.
- b) Each Party shall maintain records of all information collected while providing the Fire Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Services are hereby deemed to be under the control of each Party irrespective of custody and shall be maintained by each Party in accordance with FOIPPA.

37. The County shall maintain records of all information collected while providing the Fire Services as identified in this Agreement. Upon notification by the Summer Village of receipt of an access to information request, the County shall make best efforts to provide to the Summer Village copies of all records, in either paper or electronic format, as specified by the Summer Village within five (5) days of the notification.

38. Each Party shall ensure that all their employees and/or agents understand and comply with the obligations imposed on each Party under this paragraph, including without limitation, the protection of privacy of employees/residents/customers of each Party and the reporting requirements.

39. The County shall keep and cause its Members to keep confidential the nature of all emergency calls and matters involving Personal Information arising out of the provision of Fire Services, unless otherwise required by law;

Notices

40. The Parties agree to have open lines of communication. If at any time during the continuance of this Agreement, the Parties consider it necessary to amend this Agreement, they may do

so by a written document signed by each Party or by exchange of letters signifying mutual agreement between the Parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.

41. Any and all notices permitted or required to be given under this Agreement must be delivered in writing to the offices of the parties listed below.

TO THE COUNTY:

Attn: County Manager
Lac Ste. Anne County
Box 219
Sangudo, AB T0E 2A0
LSAC@LSAC.ca

TO THE SUMMER VILLAGE:

Attn: Chief Administrative Officer
Box 596
Alberta Beach, AB T0E 0A0
office@sunsetpoint.ca

Either Party may, upon notice to the other Party, change its address for payments and notices under this Agreement.

Termination

42. In the event that either Party is in breach of this Agreement, the non-defaulting Party may provide written notice requiring such Party to remedy the default within 14 days, failing which the non-defaulting Party may terminate this Agreement, without limitation to any other rights or remedies it may have.
43. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by providing 12 months' notice in writing to the other Party. Upon termination, the County shall invoice for any amounts owing up to the date of termination, and the Summer Village shall pay such invoice within 30 days of receipt, subject to any other rights or remedies the Parties may have in the case of a termination for default.

Dispute Resolution

44. Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:
 - a) the Summer Village and the County agree to utilize all reasonable efforts to resolve any dispute, whether arising during the term of this Agreement or at any

time after its termination promptly and in an amicable manner by negotiations between the Parties;

- b) the Summer Village and the County shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms;
- c) initially, the dispute shall be referred to the Chief Administrative Officer and the County Manager. These designated representatives, or their designates, shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
- d) if a dispute cannot be resolved by the designated representatives within thirty (30) days, the dispute shall be referred to County Council and the Summer Village Council for resolution. County Council and the Summer Village Council or their respective appointed representatives shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
- e) if a dispute cannot be resolved by the Parties by mutual agreement within a time period that is reasonably satisfactory to the Party raising the issue under consideration, either Party may submit the dispute for mediation. Either Party may, on notice to the other Party, request that mediation take place and the Parties shall together select a mediator.

General Terms

- 45. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the Parties.
- 46. The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta. This clause shall survive this agreement.
- 47. No interest in this Agreement may be assigned without the prior written consent of the Parties. No Party may be added as a Party to this Agreement without the prior written consent of the Parties.
- 48. The Parties agree that this Agreement may be amended from time to time upon mutual agreement.
- 49. No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the parties in the observance or

performance of this Agreement shall not extend or be deemed to extend or affect any other default.

50. Each of the persons signing below on behalf of any Party to this Agreement represents and warrants that they are signing with authority to bind the Party on which behalf they are signing.

The Partis have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

LAC STE. ANNE COUNTY

Date: _____

Reeve

County Manager

SUMMER VILLAGE OF SUNSET POINT

Date: _____

Mayor

Chief Administrative Officer

Schedule “A”

Service Area

[insert map containing outline of service area]

Schedule “B”
Operating Cost Contribution

Year	Base Cost (Previous Year)	CPI Adjustment (%)	Adjusted Cost (New Rate)
2025	\$32,644.07 Prorated	-	\$26,741.30
2026	\$32,644.07	CPI (Oct.31.2025)	Base Rate + CPI
2027	Previous Year Adjusted	CPI (Oct.31.2026)	Adjusted Rate + CPI
2028	Previous Year Adjusted	CPI (Oct.31.2027)	Adjusted Rate + CPI
2029	Previous Year Adjusted	CPI (Oct.31.2028)	Adjusted Rate + CPI
2030	Previous Year Adjusted	CPI (Oct.31.2029)	Adjusted Rate + CPI
2031	Previous Year Adjusted	CPI (Oct.31.2030)	Adjusted Rate + CPI
2032	Previous Year Adjusted	CPI (Oct.31.2031)	Adjusted Rate + CPI
2033	Previous Year Adjusted	CPI (Oct.31.2032)	Adjusted Rate + CPI
2034	Previous Year Adjusted	CPI (Oct.31.2033)	Adjusted Rate + CPI
2035	Previous Year Adjusted	CPI (Oct.31.2034)	Adjusted Rate + CPI

The annual fixed cost contribution shall be increased annually equal to the Consumer Price Index for Alberta – All Items, as published by Statistics Canada, for October year over year:

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.23&cubeTimeFrame.startMonth=09&cubeTimeFrame.startYear=2024&referencePeriods=20240901%2C20240901>

The County shall provide notice of this annual adjustment to the Service Fee to the Summer Village prior to December 1 of each year of this Agreement.

SCHEDULE "C"
STANDARD OPERATING GUIDELINES

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

Attached for information

Topic	Status
Cheques	Completed
worked on year end	ongoing
Answered inquires	completed
worked on community standard bylaw	ongoing
started year end prep	completed
Reviewed Emergency Management Plan Draft	Completed
met with lawyer	Completed
started entry into new tax program	ongoing

Summer Village of Sunset Point

Categorized

<input type="checkbox"/>	DATE	DESCRIPTION	AMOUNT	Payee	ADDED OR MATCHED	Category	Rule	ACTION
<input type="checkbox"/>	31/12/2024	Fee Service	-\$7.50	ATB Financial	Added to: Expense 31/12/2024	5020 Administration Expense	Rule (Suggested) Fee Service as 5020 Administration Expenses- Bank charges	Undo
<input type="checkbox"/>	31/12/2024	Interest	\$1,341.40	ATB Financial	Added to: Deposit 31/12/2024	4600 Interest earned	Rule (Suggested) Interest as 4600 Interest earned	Undo
<input type="checkbox"/>	31/12/2024	Account Fee	-\$15.95	ATB Financial	Added to: Expense 31/12/2024	5020 Administration Expense	Rule (Suggested) Account Maintenance Fee as 5020 Administration Expenses- Bank charges	Undo
<input type="checkbox"/>	31/12/2024	School Taxes Ptasff	-\$47,909.28	Government of Alberta	Added to: Expense 31/12/2024	5910 ASFF Requisition	Rule (Suggested) School Taxes as 5910 ASFF Requisition	Undo
<input type="checkbox"/>	31/12/2024	Fee Service Sundry	-\$18.70	ATB Financial	Added to: Expense 31/12/2024	5020 Administration Expense	Rule (Suggested) Fee Service as 5020 Administration Expenses- Bank charges	Undo
<input type="checkbox"/>	27/12/2024	Misc Payments Auma	-\$1,748.32	Alberta Municipal Services C	Added to: Expense 27/12/2024	5470 Public Works:Street ligl	Rule (Suggested) Payments as 5470 Public Works:Street lights	Undo
<input type="checkbox"/>	26/12/2024	Interac E Transfer	-\$4,038.40	Real Life Management Soluti	Added to: Expense 26/12/2024	5065 Administration Expense	Rule (Suggested) Interac E Transfer as 5065 Administration Expense	Undo
<input type="checkbox"/>	24/12/2024	Bill Ste Ann	-\$159.53	Ste Anne Natural Gas	Added to: Expense 24/12/2024	5430 Public Works:Landfill	Rule (Suggested) Bill Ste Ann as 5430 Public Works:Landfill	Undo
<input type="checkbox"/>	23/12/2024	Interac E Transfer	-\$25,000.00	Sierra Equipment Rentals Ltd	Added to: Expense 23/12/2024	5710 Government transfers:1	Rule (Suggested) Interac E Transfer as 5710 Government transfers:1	Undo
<input type="checkbox"/>	23/12/2024	Interac E Transfer	-\$1,000.00	Sierra Equipment Rentals Ltd	Added to: Expense 23/12/2024	5710 Government transfers:1	Rule (Suggested) Interac E Transfer as 5710 Government transfers:1	Undo

					Rule	
<input type="checkbox"/> 23/12/2024	Interac E Transfer	-\$24,499.24	Sierra Equipment Rentals Ltd	Added to: Expense 23/12/2024	5710 Government transfers:1 (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 23/12/2024	Interac E Transfer	-\$25,000.00	Sierra Equipment Rentals Ltd	Added to: Expense 23/12/2024	5710 Government transfers:1 (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 17/12/2024	Internet Access Xplore	-\$89.24	Xplornet	Added to: Expense 17/12/2024	5070 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Interac E Transfer	-\$3,398.08	Standstone Waste & Water S	Added to: Expense 15/12/2024	5410 Public Works:Garbage (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Eft Sent Highway	-\$457.80	Highway 43 East Waste Cor	Added to: Expense 15/12/2024	5430 Public Works:Landfill (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	County	-\$10,000.00	Lac Ste. Anne County	Added to: Expense 15/12/2024	5160 Community and Protec (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Interac E Transfer	-\$5,657.14	Brownlee Law	Added to: Expense 15/12/2024	5011 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	County	-\$1,000.00	Lac Ste. Anne County	Added to: Expense 15/12/2024	5010 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Eft Sent Transitional	-\$3,937.50	Transitional Solutions Inc.	Added to: Expense 15/12/2024	5099 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Interac E Transfer	-\$2,148.00	Capital Region Assessment	Added to: Expense 15/12/2024	5025 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Eft Sent Metrix	-\$6,893.25	Metrix Group	Added to: Expense 15/12/2024	5098 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 15/12/2024	Interac E Transfer	-\$3,618.55	Real Life Management Soluti	Added to: Expense 15/12/2024	5375 Parks and Recreation E (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 13/12/2024	Business Pad Corp	-\$26.32	rbc	Added to: Expense 13/12/2024	5020 Administration Expense (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>
<input type="checkbox"/> 07/12/2024	Interac E Transfer	-\$437.50	Real Life Management Soluti	Added to: Expense	5075 Administration Expense Rule (Suggested) Interac E Transfer as 5420 Public Works-Snow Removal	<input type="button" value="Undo"/> <input type="button" value="▼"/>

(Suggested)
Interac E
Transfer as
5420 Public
Works-Snow
Removal

<input type="checkbox"/> 07/12/2024	Interac E Transfer	-\$5,118.75	Real Life Management Soluti	Expense	5030 Administration Expense	<input type="button" value="Undo"/>
				Added to: 07/12/2024		<input type="button" value="▼"/>
<input type="checkbox"/> 07/12/2024	Interac E Transfer	-\$437.50	Real Life Management Soluti	Expense	5075 Administration Expense	<input type="button" value="Undo"/>
				Added to: 07/12/2024		<input type="button" value="▼"/>
<input type="checkbox"/> 02/12/2024	Account Maintenance Fee	-\$1.00	ATB Financial	Expense	5020 Administration Expense	<input type="button" value="Undo"/>
				Added to: 02/12/2024		<input type="button" value="▼"/>
<input type="checkbox"/> 02/12/2024	Bill Telus Mobility	-\$127.55	338 Telus Communications	Expense	5070 Administration Expense	<input type="button" value="Undo"/>
				Added to: 02/12/2024		<input type="button" value="▼"/>

1-28 of 28 items

9.0 CAO Reports
B. CAO Contract amendment

Recommendation: That Council enters into Closed Session.

Background

After discussions with Legal it was recommend that potentially the CAO contract be amended. This discussion should be held in closed session.

10.0 Response to Delegations

11.0 Additional items

12.0 Correspondence

January 8 2025

Summer Village of Sunset Point