

# SUMMER VILLAGE OF SOUTH VIEW AGENDA

Regular Council Meeting held at the Municipal Office 2317 Twp Rd 545 Lac Ste Anne  
County

Public may participate in person or via zoom  
Thursday, December 21<sup>st</sup>, 2023 commencing at 1:00 p.m.

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1. Call to Order:

2. Treaty 6 Territory Land Acknowledgement

The Summer Village of South View acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries. We acknowledge the harms and mistakes of the past, and we dedicate ourselves to move forward in partnership with indigenous communities in a spirit of reconciliation and collaboration.

3. Agenda:

Pg. 1-10

a) December 21<sup>st</sup>, 2023 Regular Council Meeting Agenda

*(approve agenda as is or with amendments)*

4. Minutes:

Pg. 11-15

a) August 16<sup>th</sup>, 2023 Regular Council Meeting

*(approve minutes as is or with amendments)*

Pg. 16-17

b) September 20<sup>th</sup>, 2023 Regular Council Meeting

*(approve minutes as is or with amendments)*

Pg. 18-21

c) November 2<sup>nd</sup>, 2023 Special Council Meeting

*(approve minutes as is or with amendments)*

Pg. 22-23

d) November 8<sup>th</sup>, 2023 Special Council Meeting

*(approve minutes as is or with amendments)*

Pg. 24-25

e) December 18, 2023 Special Council Meeting

*(approve minutes as is or with amendments)*

5. Appointments: a) n/a

6. Bylaws: a) n/a

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7. Business: a) Onoway Regional Fire Services Amending Agreement

Pg. 26-36

The Summer Village of South View receives fire services from Onoway Regional Fire Services (ORFS). Onoway Regional Fire Services was established in 2016 and is a partnership of 10 member municipalities, with the Town of Onoway administering the fire services contract. Each member contracts the Town and then the Town contracts North West Fire and Rescue (NWFR), a private company, as the service provider. To manage concerns about the optics of contracting a private fire contractor, the member municipalities, NWFR, and ORFS agreed that NWFR would transfer their municipal operations to a not-for-profit organization, Fire Rescue International (FRI), which NWFR developed for this purpose. To complete this process, each member municipality must sign the Fire Services Amending Agreement and then the Town of Onoway must sign the Fire Services Agreement Assignment and Amending Agreement. Both of these documents are included in the agenda package. Administration recommends signing the Fire Services Amending Agreement.

*(That the Fire Services Amending Agreement between the Summer Village of South View and the Town of Onoway be approved and its execution authorized,*

Or,

*Some other direction as given by Council at meeting time.)*

- b) Emerging Trends in Municipal Law Seminar with Brownlee LLP

Pg. 37-3a

Each year the municipal law firm, Brownlee LLP, puts on a seminar on the emerging trends in municipal law. This year's event will be held in Calgary on February 8, 2024 and in Edmonton on February 15, 2024; there is also a virtual option. The email invitation, which includes further information, including session topics, is included in the meeting package. The cost is \$130 for virtual registration and \$190 for in person registration, per person. South View typically sends representation to this seminar.

*(That Council and administration be authorized to attend the 2024 Brownlee LLP Emerging Trends in Municipal Law Seminar.*

Or,

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*That the correspondence be accepted for information.)*

c) FireSmart Canada Wildfire Community Preparedness Day Grant

Pg. 40 - 50

The Wildfire Community Preparedness Day Grant, worth \$500, is currently open for applications, which are due by January 31, 2024. More information on the program and grant is attached. Councillor Benford has discussed this grant with the Director of Emergency Management (DEM) and the Deputy DEM and they are recommending a project to clear underbrush and debris followed by a wiener roast to promote FireSmart. The summer village would need to rent a woodchipper and supply beverages and lunch for volunteers, as well as hotdogs for the educational wiener roast afterwards. They have suggested that the second or third weekend in July would be a good time to host this event. The cost of hosting this event will be more than the \$500 grant, however, Council may wish to fund the remainder either through general revenues or through Family and Community Support Services (FCSS) funding.

*(That the Summer Village of South View apply for the FireSmart Wildfire Community Preparedness Day Grant, in the amount of \$500, to host an event to clean up underbrush and debris on \_\_\_\_\_, followed by an educational community wiener roast,*

*Or,*

*Some other direction as given by Council at meeting time.)*

d) Ste. Anne Summer Villages Regional Emergency Management Partnership (SVREMP)

Pg. 51 - 95

Every Municipality in Alberta is responsible for managing its municipal emergency management by either forming its own municipal emergency management agency or joining with others to form a regional emergency management agency. The SVREMP is a partnership of the majority of Summer Villages within Lac Ste Anne County, including South View. Recently the Village of Alberta Beach has requested to join the partnership, and the Summer Villages of Yellowstone and Sunset Point have requested to withdraw from the partnership. Lac Ste Anne County is offering to assist and support municipalities who would like to utilize their

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emergency management program. The specifics of this offer are not yet known.

Running an emergency management program requires significant planning and changing emergency management agencies requires Ministerial approval. Therefore, with Alberta Beach requesting to join the partnership and 2 summer villages requesting to leave, the SVREMP needs to apply to the Minister to change the membership of the group. All members of the SVREMP are asked to confirm their intent regarding emergency management by the end of 2023 so that an application may be made to the Minister in January of 2024 to change the membership of the group. More information regarding the SVREMP and Lac Ste. Anne County's proposal are included in the package. Administration is recommending that South View maintain its membership with the SVREMP.

*(that the Summer Village of South View confirm its intent to stay in the Ste Anne Summer Village Regional Emergency Management Partnership,*

Or,

*That the Summer Village of South View inform the Ste Anne Regional Emergency Management Partnership of its intent to withdraw from the Partnership and further that Council directs administration to work with Lac Ste Anne County to utilize their emergency management services,*

Or,

*Some other direction as given by Council at meeting time.)*

### e) Alberta Municipal Affairs Annual Performance Measures

Please refer to the October 30, 2023 email regarding the annual performance measures. The email indicates that in 2022 South View did not meet one performance measure: Investment in Infrastructure. While it is important that we work to correct this, failing to meet one performance measure is not a significant concern. South View invested in capital infrastructure in 2023. Our response to Municipal Affairs was as follows:

The Summer Village of South View is a smaller municipality that will typically carry forward multiple years of grant funding to ensure there is enough to undertake a larger annual project in

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order for it to be cost-effective for the municipality ie) multiple interested bidders, one-time mobilization costs. The Summer Village is currently in the cycle of carrying forward funding with future consideration of two major projects: one being tying into the regional sewer line and the other being becoming a member of the water commission and future tie-in to the regional water line.

In addition to the above, the Summer Village upgraded and added significant capital assets this year (2023) which will exceed the annual amortization and rectify the indicator.

*(That the 2022 Alberta Municipal Affairs Annual Performance Measures and the Summer Village of South View's response be accepted for information,*

Or,

*Some other direction as given by Council at meeting time.)*

- f) 2024 Fee Structure for Fire Rescue International (North West Fire and Rescue (NWFR))

Pg. 104-105

Please refer to the November 1<sup>st</sup>, 2023 Letter, along with NWFR's October 1, 2023 letter and my email back to the Town noting that we feel their letter has incorrect statements. Also note that the numbers present in the Town's letter do not work. We are working with the Town on these issues.

*(That the November 1, 2023 letter from the Town of Onoway and October 1, 2023 letter from North West Fire and Rescue be accepted for Information,*

Or,

*Some other direction as given by Council at meeting time.)*

- g) New Councillor Training

Pg. 106-109

The Municipal Government Act requires that all new Councillors be offered new Councillor orientation and training. Additionally, all new Councillors must take online emergency management training to assist in preparing them for their role in emergency management. There are two training opportunities coming up that Councillors should consider joining.

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1. Roles and Responsibilities – Owing to the significant number of byelections in the region, the Summer Village of Yellowstone has coordinated a Council Roles and Responsibilities course to be held in Onoway on January 24, 2024. This course is put on by Alberta Municipal Affairs. There will be a nominal fee associated with this course as we must cover hall rental and catering.
2. Munis 101 – This course is basically an introduction to your role as a Councillor, at a high level, it introduces participant to the essential of municipal governance including the basics of municipal governance and legislation, elected officials role in municipal leadership, municipal finance, planning and development, and effective collaboration. This is a virtual course that is put on by Alberta Municipalities and is currently scheduled to run on January 25, February 1, February 8, and February 15 from 2:00 p.m. to 4:00 p.m. Attendees must be available for all four sessions. The cost for this course is \$295 per registrant.

*(That attendance at for the Roles and Responsibilities Course, hosted by the Summer Village of Yellowstone, in Onoway on January 24, 2024 and the Virtual Munis 101 Course, through the Elected Official Education Program, be approved for Council and Administration,*

Or,

*That attendance at either the Roles and Responsibilities Course, hosted by the Summer Village of Yellowstone, in Onoway on January 24, 2024 be approved for Council and Administration,*

Or,

*That attendance at the Virtual Munis 101 Course, through the Elected Official Education Program, be approved for Council and Administration*

Or,

*Some other direction as given by Council at meeting time.)*

- h) Funding Request from the Alberta Beach Snowmobile Club

Please see the correspondence, dated November 22, 2023 from the Snowmobile Club requesting a financial contribution to assist

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the Club in purchasing a new groomer to help maintain the trail system in the region. The Snowmobile Club has applied for a Community Facility Enhancement Program Grant (CFEP) for \$85,399.00. This is a matching grant, meaning the club must provide an equal amount of funds as they expend in grant funding.

*(that a donation to the Alberta Beach Snowmobile Club, in the amount of \$\_\_\_\_\_, be approved to assist in the purchase of a new trail groomer and FURTHER that the funding be approved for the 2024 budget year,*

Or,

*That the letter be accepted for information,*

Or,

*Some other direction as given by Council at meeting time.)*

i)

j)

k)

8. Financial: a) Income and Expense Statement as of November 30, 2023.

*Under Separate  
Cover*

*(that the Income and Expense Statement, as of November 30, 2023, be accepted for information.)*

9. Council Reports:  
a) n/a

10. Chief Administrator's Report:  
a) Development Officer's Report  
b) Byelection 2023  
c) Extended Producer Responsibility

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- d) Working on 2024 Draft Budget
- e) Fire Services CAO meeting
- f) Starting on year-end financial work for auditor
- g) Dog complaint (excessive barking) – Constable Kasamba investigating

*(that the Chief Administrative Officer's Report be accepted for information)*

### 11. Information and Correspondence:

- Pg. 111-117 a) September 19, 2023 Court of King's Bench Decision regarding Summer Village of South View v James Woslyng.
- Pg. 118-121 b) November 28, 2023 Court of King's Bench Decision regarding Summer Village of South View v James Woslyng awarding of costs
- Pg. 122 c) August 9, 2023 letter from Minister Ric McIver regarding the 2024 Fire Services Training Program Grant.
- Pg. 123 d) August 24, 2023 Letter from Alberta Beach regarding their Intent to Enter into a new Agreement for Fire Services.
- Pg. 124 e) August 28, 2023 Letter from the Summer Village of Sunrise Beach regarding a Councillor Resignation and Byelection Results.
- Pg. 125 f) August 29, 2023 Letter from the Summer Village of Birch Cove regarding a Councillor Resignation and Byelection results.
- Pg. 126-131 g) September 29, 2023 email from Yellowhead Regional Library (YRL) regarding the 2024 Draft Budget
- Pg. 132-139 h) October 4, 2023 Development Permit Approval from Lac Ste Anne County (File 012SUB2023) regarding a subdivision at SE 15-54-05 W5M
- Pg. 140-141 i) October 19, 2023 Letter from Alberta Beach regarding their October 17, 2023 organizational meeting.
- Pg. 142-144 j) October 24, 2023 letter from Lac Ste Anne County regarding their October 24, 2023 organizational meeting.
- Pg. 145-155 k) October 24, 2023 email from the Association of Summer Villages of Alberta (ASVA) regarding their recently approved bylaws.
- Pg. 156-157 l) October 31, 2023 email from Alberta Municipalities regarding the make up of the Small Communities Committee. Committee membership includes West Cove Mayor Ren Giesbrecht and South View Assistant CAO Angela Duncan.
- Pg. 158-194 m) November 2, 2023 email and power point presentation from Fire Chief Ives regarding the 2023 first six-months of Onoway Regional Fire Services Statistics.
- Pg. 195 n) November 6, 2023 letter from Municipal Affairs Minister McIver expressing his condolences on the loss of Deputy Mayor Johnson.
- Pg. 196-197 o) November 7, 2023 letter from the Town of Onoway regarding their October 26, 2023 organizational meeting



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- Pg. 198-224 p) Association of Summer Villages of Alberta (ASVA) 2022-2023 Annual Report.
- Pg. 225 q) Letter from the Darwell Public Library expressing their gratitude for South View's support.
- Pg. 226-228 r) Development Permit 23DP02-32: Approval for the construction of an accessory building at Plan 6656 MC, Block 3, Lot 5: 102 Lakeview Avenue.
- Pg. 229-231 s) Development Permit 23DP03-32: Approval for the Construction of a single detached dwelling, installation of a water supply and septic system.
- Pg. 232-234 t) Development Permit 23DP04-32: Approval for the construction of a detached garage complete with suite.
- Pg. 235-241 u) Town of Mayerthorpe CPO Reports of August 31, 2023, September 30, 2023, October 31, 2023, and November 30, 2023
- Pg. 242-250 v) Comparison of the Official 2024 Equalized Assessment (EA) to Current 2023 EA for municipalities in Alberta.
- Pg. 251-252 w) Card from Lac Ste Anne County Council expressing their sympathies on the loss of Deputy Mayor Johnson.
- Pg. 253 x) Letter from Municipal Planning Services extending a Happy Holidays.
- Pg. 254-263 y) November 22, 2023 letter from Alberta Municipalities to Municipal Affairs Minister Ric McIver regarding the province's engagement on changes to the Local Authorities Election Act.
- Pg. 264-271 z) November 24, 2023 letter from Alberta Municipalities to Municipal Affairs Minister Ric McIver regarding the province's engagement on changes to the Municipal Government Act.

*(that the above information items be accepted for information.)*

12. Open Floor Discussion with Gallery – Total Time Provision of 15 Minutes

13. Closed Meeting Session: n/a

14. Next meeting: January 17<sup>th</sup>, 2024

15. Adjournment:

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Upcoming Meetings:

- Regular Council Meeting – January 17, 2024
- Regular Council Meeting – February 21, 2024
- Regular Council Meeting – March 20, 2024

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SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
WEDNESDAY, AUGUST 16, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Mayor Sandi Benford  
Deputy Mayor Brian Johnson  
Councillor James Woslyng

Administration: Angela Duncan, Assistant CAO  
Heather Luhtala, Administration

Absent: Wendy Wildman, CAO

Appointments: 9:35 a.m. – Garth Ward, Local Deputy Director of Emergency Management (DDEM)

Public at Large: 1 – Via Zoom / 0 – In Person

MOTION #		
1.	<b>CALL TO ORDER</b>	Mayor Benford called the meeting to order at 9:30 a.m.  The Summer Village of South View acknowledges we are on Treaty 6 Territory: The ancestral and traditional territory of the Cree, Dene, Blackfoot, Saulteau, Nakota Sioux as well as the Metis. We acknowledge the many First Nations, Metis and Inuit peoples whose footsteps have marked these lands for generations.
2.	<b>AGENDA</b> 102-23	<b>MOVED</b> by Councillor Woslyng that the August 16, 2023 Agenda be approved with the following addition(s):  6.f) Association of Summer Villages (ASVA) – August 4, 2023 email regarding Annual Conference and Request for Silent Auction donations  10.g) Ste. Anne Natural Gas Co-op (SANG) – August 14, 2023 email invitation to their Annual General Meeting.  <b>CARRIED</b>
3.	<b>MINUTES</b> 103-23	<b>MOVED</b> by Deputy Mayor Johnson that the July 19, 2023 Regular Council Meeting Minutes be approved as presented.  <b>CARRIED</b>
	104-23	<b>MOVED</b> by Deputy Mayor Johnson that the July 19, 2023 Organizational Council Meeting Minutes be approved as presented.  <b>CARRIED</b>

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SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES

WEDNESDAY, AUGUST 16, 2023

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

4.	<b>APPOINTMENTS</b>	9:35 a.m. – Garth Ward, Local Deputy Director of Emergency Management (DDEM), to provide a verbal update.
	105-23	<b>MOVED</b> by Councillor Woslyng that the verbal presentation and discussion with Garth Ward Local DDEM be accepted for information.  <b>CARRIED</b>
5.	<b>BYLAWS</b>	N/A
6.	<b>BUSINESS</b>	
	106-23	<b>MOVED</b> by Mayor Benford that the Telus NG9-1-1 Agreement between the Summer Village of South View and Telus be approved and its execution authorized.  <b>CARRIED</b>
	107-23	<b>MOVED</b> by Deputy Mayor Johnson that the Summer Village of South View has no concerns with Lac Ste. Anne County's proposed subdivision 012SUB2023.  <b>CARRIED</b>
	108-23	<b>MOVED</b> by Mayor Benford that the decision regarding the request for reimbursement for fallen tree removal on 141 Oscar Wikstrom Drive be postponed until the September 20, 2023 Regular Council Meeting.  <b>CARRIED</b>
	109-23	<b>MOVED</b> by Mayor Benford that a letter be sent to Fire Rescue International and Onoway Regional Fire Services confirming South View's intention, in principle, to maintain them as our service provider on a same or similar basis, at this time.  <b>CARRIED</b>
	110-23	<b>MOVED</b> by Mayor Benford that Council approve Councillor Woslyng's attendance to a preconvention education session at the Alberta Municipalities 2023 Convention and Tradeshow.  <b>CARRIED</b>
	111-23	<b>MOVED</b> by Deputy Mayor Johnson that Council approve the donation of items worth \$200 for the silent auction at the 2023 Association of Summer Villages of Alberta Conference.  <b>CARRIED</b>

SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
WEDNESDAY, AUGUST 16, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

7.	<b>FINANCIAL</b> 112-23	<p><b>MOVED</b> by Deputy Mayor Johnson that Council accept the income and expense statement as at July 31, 2023 for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
8.	<b>COUNCIL REPORTS</b> 113-23  114-23  115-23	<p><b>MOVED</b> by Councillor Woslyng that when Council is asked to make a decision about a rate payer that the rate payer be given the opportunity to come to Council and make a presentation on that issue.</p> <p style="text-align: right;">Councillor Woslyng requested a recorded vote.</p> <p style="text-align: right;">In Favour: Councillor Woslyng</p> <p style="text-align: right;">Opposed: Mayor Benford Deputy Mayor Johnson</p> <p style="text-align: right;"><b>MOTION DEFEATED</b></p> <p><b>MOVED</b> by Mayor Benford that Council direct Administration to research and clarify options for inviting residents, whose properties are on the agenda for Council discussion, to the meeting where the discussion is taking place.</p> <p style="text-align: right;"><b>CARRIED</b></p> <p><b>MOVED</b> by Deputy Mayor Brian Johnson that Council accept Council's reports for information.</p> <p style="text-align: right;"><b>CARRIED</b></p>
9.	<b>CAO REPORT</b> 116-23	<p><b>MOVED</b> by Mayor Benford that Council accept for information the Chief Administrative Officer report as presented.</p> <p style="text-align: right;"><b>CARRIED</b></p>
10.	<b>INFORMATION AND CORRESPONDENCE</b> 117-23	<p><b>MOVED</b> by Deputy Mayor Johnson that Council accept for information the following information and correspondence:</p> <p>a) Alberta Municipal Affairs – July 7, 2023 letter from Minister McIver regarding South View's 2023 Municipal Sustainability</p>

SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES

WEDNESDAY, AUGUST 16, 2023

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

		<p>Initiative (MSI), MSI Capital, and Canada Community Building Fund allocations.</p> <p>b) Alberta Beach – July 20, 2023 letter regarding a Council Resignation and appointment of Mayor and Deputy Mayor.</p> <p>c) Yellowhead Regional Library – August 8, 2023 letter and annual report.</p> <p>d) ASVA – August 8, 2023 email and nomination package Regarding McIntosh Bulrush Award.</p> <p>e) Town of Mayerthorpe – CPO report</p> <p>f) Transportation and Economic Corridors – August 10, 2023 email regarding meetings at the ABmunis Convention</p> <p>g) Ste. Anne Natural Gas Co-op (SANG) – August 14, 2023 email invitation to their Annual General Meeting</p> <p style="text-align: right;"><b>CARRIED</b></p>
11.	<b>OPEN FLOOR DISCUSSION WITH GALLERY (15 min)</b>	N/A
12.	<b>CLOSED MEETING 118-23</b>	<p><b>MOVED</b> by Mayor Benford that pursuant to section 197(2) of the Municipal Government Act, Council go into a closed meeting session at 10:52 a.m. to discuss the following item:</p> <p>-Individual or Public Safety (FOIPP Act Section 18 and 19) – Local Deputy Director of Emergency Management (DDEM) Report</p> <p style="text-align: right;"><b>CARRIED</b></p> <p>The meeting recessed at 10:52 a.m.</p> <p>The meeting was reconvened at 10:53 a.m.</p> <p>The following individuals were present at the Closed Meeting:</p> <p>Sandi Benford Brian Johnson James Woslyng Heather Luhtala Angela Duncan Garth Ward</p> <p><b>MOVED</b> by Mayor Benford that Council come out of closed meeting session at 11:01 a.m.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	119-23	

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SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
WEDNESDAY, AUGUST 16, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

		The meeting recessed at 11:01 a.m.  The meeting was reconvened at 11:02 a.m.
13.	<b>NEXT MEETING</b>	The next regular Council meeting is scheduled for Wednesday, September 20, 2023 at 9:30 a.m.
14.	<b>ADJOURNMENT</b>	The meeting adjourned at 11:02 a.m.

\_\_\_\_\_  
Mayor, Sandi Benford

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

4.6

SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
WEDNESDAY, SEPTEMBER 20, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Mayor Sandi Benford

Administration: Wendy Wildman, CAO  
Angela Duncan, Assistant CAO

Absent: Deputy Mayor Brian Johnson  
One Council position currently vacant

Appointments:

Public at Large: 1 – Via Zoom / 0 – In Person



	MOTION #	
1.	<b>CALL TO ORDER</b>	As per Council Procedural Bylaw 239-2023 Mayor Benford waited until 10 a.m. for a quorum of Council to be present. Mayor Benford declared that the meeting shall stand adjourned until the next Regular Council Meeting, scheduled for October 18, 2023.
2.	<b>AGENDA</b>	
3.	<b>MINUTES</b>	
4.	<b>APPOINTMENTS</b>	
5.	<b>BYLAWS</b>	
6.	<b>BUSINESS</b>	
7.	<b>FINANCIAL</b>	
8.	<b>COUNCIL REPORTS</b>	

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SUMMER VILLAGE OF SOUTH VIEW  
REGULAR COUNCIL MEETING MINUTES  
WEDNESDAY, SEPTEMBER 20, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

9.	CAO REPORT	
10.	INFORMATION AND CORRESPONDENCE	
11.	OPEN FLOOR DISCUSSION WITH GALLERY (15 min)	
12.	CLOSED MEETING	
13.	NEXT MEETING	October 18, 2023 at 9:30 a.m. in person at 2317 Twp Rd 545, Lac Ste Anne County and via Zoom.
14.	ADJOURNMENT	

\_\_\_\_\_  
Mayor, Sandi Benford

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

4.c

SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
THURSDAY, NOVEMBER 2, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Ian McCormack, Official Administrator  
Administration: Wendy Wildman, Chief Administrative Officer (CAO)  
Angela Duncan, Assistant CAO  
  
Absent: n/a  
Appointments: n/a  
Public at Large: 0 – Via Zoom / 1 – In Person

	MOTION #	
1.	<b>CALL TO ORDER</b>	Official Administrator McCormack called the meeting to order at 9:30 a.m.
2.	<b>AGENDA</b> 120-23	<b>MOVED</b> by Official Administrator McCormack that the November 2, 2023 Agenda be approved as presented.  <b>CARRIED</b>
3.	<b>MINUTES</b>	n/a
4.	<b>APPOINTMENTS</b>	n/a
5.	<b>BYLAWS</b> 121-23  122-23  123-23	<b>MOVED</b> by Official Administrator McCormack that Bylaw 241-2023, <i>being a bylaw for the purpose of borrowing certain sums of money for the purpose of an operating line of credit for interim financing in the event of a local emergency or to cover unforeseen operating expenditures not including in the operating budget</i> , be given first reading.  <b>CARRIED</b>  <b>MOVED</b> by Official Administrator McCormack that Bylaw 241-2023 be given second reading.  <b>CARRIED</b>  <b>MOVED</b> by Official Administrator McCormack that Council give unanimous consent to consider third reading of Bylaw 241-2023.  <b>CARRIED UNANIMOUSLY</b>

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SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
THURSDAY, NOVEMBER 2, 2023

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

	124-23	<p><b>MOVED</b> by Official Administrator McCormack that Bylaw 241-2023 be given third and final reading.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>6.</b>	<b>BUSINESS</b>	
	125-23	<p><b>MOVED</b> by Official Administrator McCormack that Council establish Election Day for the Byelection for 2 Council positions as Saturday December 16, 2023 at the Darwell Seniors Hall (Hwy 765, Darwell AB) with the Darwell Centennial Hall (Hwy 765, Darwell AB) as a back-up location.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	126-23	<p><b>MOVED</b> by Official Administrator McCormack that Council establish the nomination deadline as Saturday November 18, 2023 at 12:00 noon at the Wildwillow Administration Office, located at 2317 Twp Rd 545, Lac Ste Anne County, to be preceded by the statutory Nomination Period beginning on November 3, 2023.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	127-23	<p><b>MOVED</b> by Official Administrator McCormack that, in lieu of an Advance Poll, Council establishes Special Ballots, which will be accepted via mail to the Summer Village of South View, Box 8, Alberta Beach, T0E 0A0 or in person at Wildwillow Administration Office, located at 2317 Twp Rd 545, Lac Ste Anne County; and FURTHER that requests for Special Ballots must be received no later than 12 noon, 10 business days prior to Election Day; and FURTHER that completed Ballots must be received via mail or in person at Wildwillow Administration Office no later than 3 p.m. on the Friday immediately preceding Election Day.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	128-23	<p><b>MOVED</b> by Official Administrator McCormack that Council appoint Angela Duncan as Returning Officer and Cathy McCartney as Substitute Returning Officer for the Byelection.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	129-23	<p><b>MOVED</b> by Official Administrator McCormack that Council confirms that the notice for Nomination Day and Election Day (if required) be, at a minimum, sent to each property owner by mail, in a manner and timing consistent with the Local Authorities Election Act.</p> <p style="text-align: right;"><b>CARRIED</b></p>

SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES

THURSDAY, NOVEMBER 2, 2023

IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

	130-23	<p><b>MOVED</b> by Official Administrator McCormack that Council/Official Administrator authorize all election related expenses resulting from the 2023 Byelection, that cannot be absorbed through the 2023 Operating Budget, to be covered by use of unrestricted surplus and/or operating reserves.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	131-23	<p><b>MOVED</b> by Official Administrator McCormack that Council confirms signing authority for the Official Administrator, Ian McCormick, and Assistant Chief Administrative Officer, Angela Duncan, and FURTHER, that Heather Luhtala's signing authority be removed.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	132-23	<p><b>MOVED</b> by Official Administrator McCormack that Council cancels the November 15, 2023 Regular Council Meeting.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>7.</b>	<b>FINANCIAL</b>	
	133-23	<p><b>MOVED</b> by Official Administrator McCormack that Council receive for information the income and expense statement as of October 31, 2023.</p> <p style="text-align: right;"><b>CARRIED</b></p>
	134-23	<p><b>MOVED</b> by Official Administrator McCormack that an Interim 2024 Operating Budget be passed at ½ the 2023 Approved Operating and Capital Budget, and that this Interim 2024 Operating Budget cease to have any force and effect once the 2024 Operating and Capital Budget is approved.</p> <p style="text-align: right;"><b>CARRIED</b></p>
<b>8.</b>	<b>COUNCIL REPORTS</b>	n/a
<b>9.</b>	<b>CAO REPORT</b>	n/a

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SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
THURSDAY, NOVEMBER 2, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

10.	<b>INFORMATION AND CORRESPONDENCE</b> 135-23	<p><b>MOVED</b> by Official Administrator McCormack that Council accept for information the following information and correspondence:</p> <ul style="list-style-type: none"> <li>a) October 26, 2023 Letter to Mayor Benford from Minister Ric McIver, Municipal Affairs, regarding loss of Quorum for the Summer Village and the appointment of an Official Administrator, until quorum can be restored.</li> <li>b) October 26, 2023 Letter to Mr. Ian McCormack, copied to CAO Wildman, appointing Mr. McCormack as the Official Administrator for the Sumer Village of South View.</li> <li>c) Ministerial Order No. MSD:069/23 appointing Mr. Ian McCormack as the Official Administrator for the Summer Village of South View.</li> <li>d) Draft Letter to Residents from Minister McIver regarding loss of quorum and the appointment of an Official Administrator.</li> </ul> <p style="text-align: right;"><b>CARRIED</b></p>
11.	<b>OPEN FLOOR DISCUSSION WITH GALLERY (15 min)</b>	n/a
12.	<b>CLOSED MEETING</b>	n/a
13.	<b>NEXT MEETING</b>	The next regular Council meeting is scheduled for Wednesday, December 20, 2023 at 9:30 a.m. in a hybrid format.
14.	<b>ADJOURNMENT</b> 136-23	<p><b>MOVED</b> by Official Administrator McCormack that the meeting adjourn at 9:52 a.m.</p> <p style="text-align: right;"><b>CARRIED</b></p>

\_\_\_\_\_, Mayor

\_\_\_\_\_  
 Chief Administrative Officer, Wendy Wildman

(21)

4.d

SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
WEDNESDAY, NOVEMBER 8, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Ian McCormack, Official Administrator  
Administration: Angela Duncan, Assistant Chief Administrative Officer  
Absent: Wendy Wildman, Chief Administrative Officer  
Appointments: n/a  
Public at Large: 0 – Via Zoom / 0 – In Person

MOTION #		
1.	<b>CALL TO ORDER</b>	Official Administrator McCormack called the meeting to order at 9:00 a.m.
2.	<b>AGENDA</b> 137-23	<b>MOVED</b> by Official Administrator McCormack that the November 8, 2023 Agenda be approved as presented. <p style="text-align: right;"><b>CARRIED</b></p>
3.	<b>MINUTES</b>	n/a
4.	<b>APPOINTMENTS</b>	n/a
5.	<b>BYLAWS</b>	n/a
6.	<b>BUSINESS</b> 138-23	<b>MOVED</b> by Official Administrator McCormack that Council confirms that applications for Special Ballots for the December 16, 2023 Byelection may be made, using Form 22 from the <u>Referendum, Senate Election, and Local Authorities Election Forms Regulation</u> , in writing, by fax, in-person, or by email. <p style="text-align: right;"><b>CARRIED</b></p>
7.	<b>FINANCIAL</b>	n/a
8.	<b>COUNCIL REPORTS</b>	n/a

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SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
WEDNESDAY, NOVEMBER 8, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

9.	CAO REPORT	n/a
10.	INFORMATION AND CORRESPONDENCE	n/a
11.	OPEN FLOOR DISCUSSION WITH GALLERY (15 min)	n/a
12.	CLOSED MEETING	n/a
13.	NEXT MEETING	The next regular Council meeting is scheduled for Wednesday, December 20, 2023 at 9:30 a.m. in a hybrid format.
14.	ADJOURNMENT 139-23	<p>MOVED by Official Administrator McCormack that the meeting adjourn at 9:03 a.m.</p> <p style="text-align: right;"><b>CARRIED</b></p>

\_\_\_\_\_, Mayor

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

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4e

SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
MONDAY, DECEMBER 18, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Ian McCormack, Official Administrator  
Administration: Wendy Wildman, Chief Administrative Officer  
Angela Duncan, Assistant Chief Administrative Officer  
Absent:  
Appointments: n/a  
Public at Large: 1 – Via Zoom / 0 – In Person

MOTION #		
1.	<b>CALL TO ORDER</b>	Official Administrator McCormack called the meeting to order at 1:00 p.m.
2.	<b>AGENDA</b> 140-23	<b>MOVED</b> by Official Administrator McCormack that the December 18, 2023 Agenda be approved as presented. <b>CARRIED</b>
3.	<b>MINUTES</b>	n/a
4.	<b>APPOINTMENTS</b>	n/a
5.	<b>BYLAWS</b>	n/a
6.	<b>BUSINESS</b> 141-23	<b>MOVED</b> by Official Administrator McCormack that the December 20, 2023, 9:30 a.m. regular Council meeting for the Summer Village of South View be moved to December 21 <sup>st</sup> at 1 p.m., to be preceded by an organizational meeting. <b>CARRIED</b>
7.	<b>FINANCIAL</b>	n/a
8.	<b>COUNCIL REPORTS</b>	n/a
9.	<b>CAO REPORT</b>	n/a

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SUMMER VILLAGE OF SOUTH VIEW  
SPECIAL COUNCIL MEETING MINUTES  
MONDAY, DECEMBER 18, 2023  
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

10.	INFORMATION AND CORRESPONDENCE	n/a
11.	OPEN FLOOR DISCUSSION WITH GALLERY (15 min)	n/a
12.	CLOSED MEETING	n/a
13.	NEXT MEETING	The next regular Council meeting is scheduled for Thursday, December 21, 2023 at 9:30 a.m. in a hybrid format.
14.	ADJOURNMENT	The meeting adjourned at 1:02 p.m.

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
Chief Administrative Officer, Wendy Wildman

7.0



TOWN OF ONOWAY

Mail: Box 540  
Oneway, Alberta  
T0E 1V0  
Town Office: 4812-51 Street  
Phone: 780-967-5338

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November 1, 2023

Oneway Regional Fire Service Member Municipalities

Dear Mayor and Council:

The member municipalities of Oneway Regional Fire Services provided resolutions to approve a name change from North West Fire Rescue – Oneway Ltd. to Fire Rescue International Ltd (FRI)., a non-profit entity. At the Oneway Regional Fire Services meeting held on October 24, 2023, there was opposition to updating of the rates and it was noted that the rate schedule provided was from the original Master Contract which had changed in 2021. In discussion with legal counsel, at the request of the ORFS member municipalities, the rate schedule has been removed. An updated amending agreement has been prepared by Patriot Law to execute the name change.

You will find the amending agreement attached for each member municipality to authorize and return to the Town of Oneway. Once all amending agreements are received the Town of Oneway will execute a separate agreement as the service administrator as well as an updated bylaw in regard to fire services.

We would appreciate if you would return the executed amending agreement at your earliest convenience. Should you have questions, please contact myself.

Sincerely,

Jennifer Thompson  
Chief Administrative Officer  
Town of Oneway

Attachment

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**FIRE SERVICES AGREEMENT  
AMENDING AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**THE TOWN OF ONOWAY**  
of Box 540, Onoway, AB T0E 1V0  
a municipality incorporate under the  
laws of the Province of Alberta  
(hereinafter the "**Town**")

-AND-

**THE SUMMER VILLAGE OF SOUTH VIEW**  
of Box 8, Alberta Beach, AB T0E 0A0  
a municipality incorporate under the  
laws of the Province of Alberta  
(hereinafter the "**Summer Village**")

(Each a "**Party**" and collectively the "**Parties**" as the context requires)

**BACKGROUND**

**WHEREAS:**

- A. The **Town** and the **Summer Village** signed a Fire Services Agreement effective as of December 31, 2015 (the "Fire Services Agreement" or "FSA");
- B. The **Town** contracted with **North West** under a Fire Services Agreement dated January 1, 2016 (the "Master Fire Services Agreement" or "MFSA") to act as its Fire Services Organization, and to provide firefighting and related services to, and on behalf of, the **Town**, including services to the **Summer Village**;
- C. The **Town**, by written letter dated December 19, 2019, exercised its option under paragraph 4 of the MFSA to extend the Term of the MFSA, and such Term now extends to December 31, 2025;
- D. The **Town** and the **Summer Village** extended the Term under their FSA, and such Term now extends to December 31, 2025 (the "Extended Term");
- E. The **Town** and the **Summer Village** signed a Fire Services Agreement Amending Agreement effective January 1, 2021, to confirm the fee schedule applicable to the Extended Term;
- F. **Fire Rescue International Ltd.** ("**FRI**") was incorporated March 24, 2021, as a Non-Profit Company under Part 9 of the *Companies Act* and **North West** wishes to assign the MFSA to **FRI**;

G. The Town is concurrently executing a Fire Services Agreement Assignment and Amending Agreement with **North West** and **FRI** which confirms the assignment of the MFSA, as previously amended, to **FRI** by **North West**, to be effective as of \_\_\_\_\_ (the "Effective Date");

H. The **Summer Village** consents to the assignment of the MFSA by **North West** to **FRI** and is executing this Agreement with the **Town** to confirm its acceptance of this assignment;

### **THE AGREEMENT**

IN CONSIDERATION of the mutual covenants and obligations contained in this Agreement, the sufficiency of which is acknowledged by the parties, the **Town** and the **Summer Village** agree as follows:

1. The Parties acknowledge and agree that the above recitals are true and shall form an integral part of this Agreement.

### **Definitions**

2. Except as otherwise defined in this Agreement, any defined words or phrases shall have the same meanings as in the Fire Services Agreement.

### **Amendment to the Fire Services Agreement**

3. The Parties agree to further amend the FSA to confirm as follows as of the Effective Date:

3.1. The following definition is added to paragraph 1, as sub-paragraph 1.16

1.16 "**FRI**" means Fire Rescue International Ltd.

3.2. Subparagraph 1.12 is amended to read as follows:

1.12 "Onoway Fire Hall" means the fire hall location occupied by **FRI** in the Town of Onoway, at the Civic Centre at 4812-51 Street, or as otherwise agreed between the Town and **FRI**.

3.3. All references to the **Town** contracting with **North West** to act as its Fire Services Organization shall be replaced with the **Town** contracting with **FRI** as its Fire Services Organization.

3.4. Without limiting the generality of the foregoing subparagraph, all references in paragraph 4 of the FSA to **North West** shall be replaced with **FRI**.

4. Except as otherwise amended by this Agreement, the FSA, as previously amended, remains in full force and effect.

### **General**

5. This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, subject to paragraph 28 of the FSA.

7. This Agreement may be signed by counterpart and with an electronic or digital signature. An electronic or digital copy is as authentic as an originally signed document.

**THIS AGREEMENT IS SIGNED BY THE TOWN:**

**THE TOWN OF ONOWAY**

**PER:**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_  
("I have authority to bind the Municipality")

\_\_\_\_\_  
(signature) Witness as to signature  
(or municipal / corporate seal)

**THIS AGREEMENT IS SIGNED BY THE SUMMER VILLAGE:**

**THE SUMMER VILLAGE OF SOUTH VIEW**

**PER:**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_  
"I have authority to bind the Municipality"

\_\_\_\_\_  
(signature) Witness as to signature  
(or municipal / corporate seal)

2a

**FIRE SERVICES AGREEMENT  
ASSIGNMENT AND AMENDING AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**THE TOWN OF ONOWAY**  
of Box 540, Onoway, AB T0E 1V0  
a municipality incorporate under the  
laws of the Province of Alberta  
(hereinafter the "**Town**")

-AND-

**NORTH WEST FIRE RESCUE - ONOWAY LTD.**  
of Box 1550, Onoway, AB T0E 1V0  
a corporation incorporated under the  
laws of the Province of Alberta  
(hereinafter "**North West**" or "**Assignor**")

-AND-

**FIRE RESCUE INTERNATIONAL LTD.**  
of Box 1550, Onoway, AB T0E 1V0  
a corporation incorporated under the  
laws of the Province of Alberta  
(hereinafter "**FRI**" or "**Assignee**" )

(Each a "**Party**" and collectively the "**Parties**" as the context requires)

**BACKGROUND**

**WHEREAS:**

- A. The **Town** and **North West** signed a Fire Services Agreement effective as of January 1, 2016 (the "Master Fire Services Agreement" or "MFSA");
- B. The **Town**, by written letter dated December 19, 2019, exercised its option under paragraph 4 of the MFSA to extend the Term of the MFSA, and such Term now extends to December 31, 2025 (the "Extended Term");
- C. The **Town** and **North West** have signed various prior amending agreements in respect of the MFSA to, among other things, address mutual aid agreements, extend the term of the MSFA and confirm the fees for the Extended Term, add the Summer Village of Ross Haven as an Additional Municipality, and to confirm arrangements respecting the lease of the Town Fire Bays at the Onoway Civic Centre;

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- D. **FRI** was incorporated March 24, 2021, as a Non-Profit Company under Part 9 of the *Companies Act* and **North West** wishes to assign the MFSA to **FRI**;
- E. The Additional Municipalities consent to the assignment of the MFSA by **North West** to **FRI** and the Additional Municipalities are concurrently executing Fire Services Agreement Amending Agreements with the **Town** which reflect this assignment;
- F. Notwithstanding the assignment by **North West** to **FRI**, **North West** shall guarantee to the **Town** the due, punctual, and complete performance of **FRI's** obligations under the MFSA; and
- G. It is convenient in conjunction with this Agreement, to confirm the current list of Additional Municipalities, and the current list of municipalities with approved mutual aid agreements;

### **THE AGREEMENT**

IN CONSIDERATION of the mutual covenants and obligations contained in this Agreement, the sufficiency of which is acknowledged by the parties, the **Town, North West, and FRI** agree as follows:

- 1. The Parties acknowledge and agree that the above recitals are true and shall form an integral part of this Agreement.

### **Definitions**

- 2. Except as otherwise provided in this Agreement, the defined words or phrases as set out in the MFSA apply to this Agreement.

### **Assignment**

- 3. The Assignor hereby assigns to the Assignee as of \_\_\_\_\_, 2023 (the "Effective Date"), the Assignor's interests in the MFSA together with the unexpired portion of the Term (as extended) and all benefits therefrom.
- 4. The Assignor covenants and warrants to the Assignee that:
  - 4.1. All the covenants, obligations, provisos, and conditions to be observed and performed by the Assignor under the MFSA will be observed by it up to the day immediately preceding the Effective Date;
  - 4.2. Subject to the Town's consent, the Assignor is entitled to assign the MFSA to the Assignee;
  - 4.3. The Assignee shall at all times hereafter at the request and cost of the Assignee execute such further assurances in respect of this Agreement as the Assignee reasonably requires.
- 5. The Assignor agrees to, and will at all times during the balance of the Term, indemnify and save harmless the Assignee from and against any and all actions, proceedings, claims, losses, expenses, demands, damages, and costs of any and all kinds whatsoever, including legal expenses on a solicitor and client own basis, arising directly or indirectly from the breach, failure or incorrectness of the covenants and warranties contained in paragraph 4 of this Agreement, inclusive of or arising from any wrongful or negligent act, omission or breach of the MFSA by the Assignor prior to the Effective Date.

6. The Assignee covenants and agrees with the Assignor that it will, throughout the balance of the Term, indemnify and save harmless the Assignor from and against all actions, proceedings, claims, losses, expenses, demands, damages and costs of any and all kinds whatsoever, including legal expenses on a solicitor and own client basis, arising directly or indirectly from any wrongful or negligent act, omission, or breach of the MFSA or this Agreement by the Assignee or its servants, agents, employees, successors and permitted assigns and those for whom the Assignee is responsible at law at any time from the Effective Date onward.
7. The Assignor covenants and agrees with the Town that notwithstanding the assignment of the MFSA, it shall remain jointly and severally liable with the Assignee for the observance and performance of the covenants and obligations of the Assignee under the MFSA which are to be observed and performed during the balance of the Term but not thereafter. The Assignor further covenants and agrees with the Town that if, after the Term has concluded, the covenants and obligations of the Assignee have not been observed and performed, the Assignor shall remain liable under the MFSA for those covenants and obligations that may remain outstanding up to and including the end of the Term until such covenants and obligations have been observed and performed to the Town's satisfaction.
8. The Assignee covenants and agrees with the Town that as of and from the Effective Date, the Assignee shall become bound by and liable for the observance and due performance of all of the terms, covenants, obligations and agreements on the part of the Assignor under the MFSA as if the Assignee was an original party thereto.
9. The Town hereby consents to the assignment of the MFSA from the Assignor to the Assignee, such consent to be effective as of the Effective Date, provided however:
  - 9.1. Such consent shall not be construed so as to waive or modify any of the rights of the Town under the MFSA, or relieve the Assignor from its covenants and obligations under the MFSA and, provided that upon the conclusion of the Term, the covenants and obligations of the Assignor and Assignee hereunder and under the MFSA have been observed and performed by them, the Assignor shall thereupon be released from further obligations and liability under the MFSA and hereunder;
  - 9.2. The consent of the Town shall not be construed so as to permit the Assignee to further assign the MFSA or any part thereof; and
  - 9.3. Such consent is conditional on the Assignor and the Assignee paying all legal fees (on a solicitor and own client basis) and the associated disbursements and GST incurred by the Town in connection with the negotiation, preparation, execution, and delivery of this Agreement and any related documents.
10. The Town acknowledges and agrees that the MFSA, as amended, is a valid and subsisting agreement and to the best of the Town's knowledge, the Assignor is in good standing under the MFSA.



11. Any notices required or permitted under the MFSA or hereunder shall be served on the parties hereto in accordance with the notice provisions in the MFSA at the following addresses:

To the Town:     Box 540, 4812 – 51 Street, Onoway, AB T0E 1V0, Email: [cao@onoway.ca](mailto:cao@onoway.ca)  
                          Attention: Chief Administrative Officer

To the Assignor: \_\_\_\_\_

To the Assignee: \_\_\_\_\_

**Amendment to the MFSA**

12. The Parties agree to further amend the MFSA to confirm as follows as of the Effective Date:

12.1.     The Additional Municipalities are as outlined in the attached **Schedule "A"**;

12.2.     The list of municipalities with currently approved and agreed mutual aid agreements is as outlined in the attached **Schedule "B"**.

13. Except as otherwise amended by this Agreement, the MFSA, as previously amended, remains in full force and effect.

**General**

14. This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

15. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, subject to paragraph 48 of the MFSA.

16. This Agreement may be signed by counterpart and with an electronic or digital signature. An electronic or digital copy is as authentic as an originally signed document.

**[Remainder of Page Intentionally Blank]**

**THIS AGREEMENT IS SIGNED BY THE TOWN:**

**THE TOWN OF ONOWAY**

**PER:**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_  
("I have authority to bind the Municipality")

\_\_\_\_\_  
(signature) Witness as to signature  
(or municipal / corporate seal)

**THIS AGREEMENT IS SIGNED BY NORTH WEST (ASSIGNOR):**

**NORTH WEST FIRE RESCUE - ONOWAY LTD.**

**PER:**

\_\_\_\_\_  
**Name: David Ives**  
**Position: Director**  
"I have authority to bind the Corporation"

\_\_\_\_\_  
(signature) Witness as to signature  
(or corporate seal)

**THIS AGREEMENT IS SIGNED BY FRI (ASSIGNEE):**

**FIRE RESCUE INTERNATIONAL LTD.**

**PER:**

\_\_\_\_\_  
**Name: David Ives**  
**Position: Director**  
"I have authority to bind the Corporation"

\_\_\_\_\_  
(signature) Witness as to signature  
(or corporate seal)

**SCHEDULE "A"**  
**Additional Municipalities**

- Village of Alberta Beach
- Summer Village of Sunset Point
- Summer Village of Val Quentin
- Summer Village of Castle Island
- Summer Village of Silver Sands
- Summer Village of South View
- Summer Village of Yellowstone
- Summer Village of Nakamun Park
- Summer Village of Ross Haven

**SCHEDULE "B"**  
**List of Municipalities with Approved and Agreed Mutual Aid Agreements**

- Sturgeon County
- Parkland County
- Lac Ste. Anne County

svsouthview@outlook.com

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**From:** wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>  
**Sent:** December 12, 2023 8:45 AM  
**To:** svsouthview@outlook.com  
**Subject:** Fw: Emerging Trends in Municipal Law Topics Are Now Available

Wendy Wildman,  
Chief Administrative Officer  
Summer Village Administration/Wildwillow Enterprises Inc.

Phone: 780-967-0271  
Email: wendy@wildwillowenterprises.com

---

**From:** Moyo, Nicole <nmoyo@brownleelaw.com>  
**Sent:** Thursday, December 7, 2023 4:09 PM  
**To:** wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>  
**Subject:** Emerging Trends in Municipal Law Topics Are Now Available

# EMERGING TRENDS IN MUNICIPAL LAW

PRESENTED  
BY



BROWNLEE LLP  
*Barristers & Solicitors*

Hello,

Tickets are selling fast for Emerging Trends 2024!

Don't miss out on learning about current legal matters that are relevant to municipalities across Alberta.

During these sessions, we will cover the following topics and potentially more;

- 1) Teamwork: How Governance CAN Work

- 2) Flushing out the Details: Clearing Up Concerns Related to Municipal Utility Bylaws
- 3) Is the “just cause” test finally catching up to our new higher standards of workplace conduct and harassment free workplaces?
- 4) Municipal Risk Management

*In addition, the seminar will feature our renowned annual sessions:*

- 5) Recent Cases and Legislative Changes
- 6) Bear Pit Session (Open Q&A Discussion Period)

The topics presented will be identical at the Calgary and Edmonton/Virtual sessions.

## Event Details

<p style="text-align: center;"><b>Calgary</b></p> <p><u>Date:</u> Thursday, February 8, 2024</p> <p><u>Time:</u> 7:45 am – 4:30 pm</p> <p><u>Location:</u> <b>Best Western Premier</b></p> <p><u>Address:</u> 1316 33 Street NE, Calgary</p>	<p style="text-align: center;"><b>Edmonton</b></p> <p><u>Date:</u> Thursday, February 15, 2024</p> <p><u>Time:</u> 7:45 am – 4:30 pm</p> <p><u>Location:</u> <b>Edmonton Expo Centre</b></p> <p><u>Address:</u> 7515 - 118 Ave. NW, Edmonton</p>
<p><b><u>REGISTER</u></b> Feb. 8, 2024</p>	<p><b><u>REGISTER</u></b> Feb. 15, 2024</p>

**In-Person Admission: \$190 + GST**

**Virtual Admission: \$130 + GST**

Should you require accommodation feel free to access our discounted hotel rates:

## Hotel Booking Information

### Calgary

**Hotel:** Best Western Premier Calgary Plaza Hotel & Conference Centre

**Address:** 1316 - 33 St. NE, Calgary

### Edmonton

**Hotel:** Sandman Signature Edmonton Downtown

To book your room, call Geraldine at **403.248.8888** or [email the hotel](#) using the Block ID:273202. You can also [book a room online](#) and if the website link is not displaying the correct rooms as available, please ensure the dates for check in/out are set to February 7<sup>th</sup> – 8<sup>th</sup>.

**Address:** 10235 – 101 St. NW,  
Edmonton

To book a room *before January 31<sup>st</sup>*, 2024, call **1-800-SANDMAN**, [email the hotel](#), or [book a room online](#) and provide the following information:

**Block Code: 2402EMERGI**

If you have any questions, please contact Nicole Moyo at [nmoyo@brownleelaw.com](mailto:nmoyo@brownleelaw.com).

*This event is by invitation only.*

We hope you can join us!

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*We acknowledge the traditional territories of the Indigenous peoples of the Treaty 6 region and the Metis settlements and Metis Nation of Alberta, regions 2, 3 and 4. We respect the histories, languages and cultures of the First Nations, Metis, Inuit and all First Peoples of Canada, whose presence continues to enrich our community.*

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## Wildwillow Enterprises

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**From:** Summer Village Office  
**Sent:** November 3, 2023 4:19 PM  
**To:**

**Subject:** WILDFIRE COMMUNITY PREPAREDNESS DAY

If any of your municipalities are interested, below is a link to FireSmart Canada for a \$500 Wildfire Community Preparedness Day Grant. I just filled one out for Silver Sands to do a community-wide brush clean up within our municipal reserve areas. The application is very easy to fill out, you just need to know the date of your event and your plans before filling out.

[Wildfire Community Preparedness Day Application | FireSmart Canada](#)

Thanks,

**Heather Luhtala,**

**Assistant CAO/Administration**

Summer Village of Silver Sands - [www.summervillageofsilversands.com](http://www.summervillageofsilversands.com)

Email: [administration@wildwillowenterprises.com](mailto:administration@wildwillowenterprises.com)

Phone: 587-873-5765 Fax: 780-967-0431

### **NOTE: NEW CONTACT INFORMATION FOR THE SUMMER VILLAGE OF SOUTH VIEW**

Summer Village of South View - [www.summervillageofsouthview.com](http://www.summervillageofsouthview.com)

NEW - email: [svsouthview@outlook.com](mailto:svsouthview@outlook.com)

NEW - phone: 780-967-0271

NEW - Assistant CAO/Administration Contact - Angela Duncan





En français

## WILDFIRE COMMUNITY PREPAREDNESS DAY

Apply by January 31, 2024

[Learn more](#)

[Apply now](#)

# WILDFIRE COMMUNITY PREPAREDNESS DAY

WILDFIRE COMMUNITY PREPAREDNESS  
DAY, MAY 4, 2024



Wildfire Community Preparedness Day is a national campaign that encourages citizens to take actions that increase their home, neighbourhood and community's resilience to wildfire.

Wildfire Community Preparedness Day is always observed on the first Saturday in May. In 2024, it will take place on Saturday, May 4. Residents of all ages all over the country are encouraged to come together at any time from May to October to host events and work on projects that raise awareness of wildfire risk and increase their resilience to it.

Groups can also apply for a \$500 award to fund their Prep Day events. FireSmart™ Canada, in collaboration with the National Fire Protection Association (NFPA), the Institute for Catastrophic Loss Reduction (ICLR), and The Co-operators supports this annual event by offering the \$500 award. This year, FireSmart Canada awarded more recipients than ever before. In 2023, [230 neighbourhoods](#) in 10 provinces and two territories received an award, compared to [162 neighbourhoods](#) in 2022.



Applications are now open!

[Apply now](#)



Get event ideas and materials to promote your event.

Get Resources

Get familiar with the promotion rules.

Download rules

Wildfire Community Preparedness Day began in the United States and was developed by the National Fire Protection Association®.

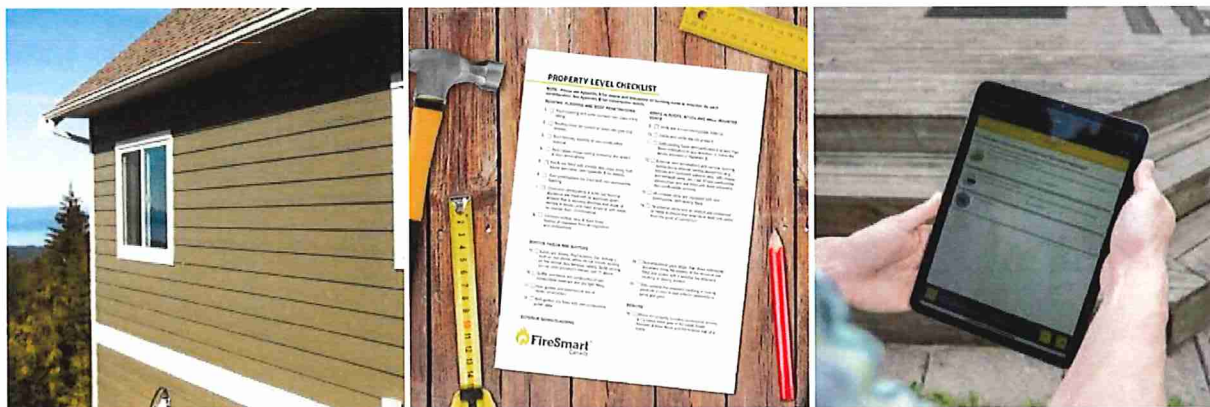
Thank you to our partners



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# WILDFIRE COMMUNITY PREPAREDNESS DAY

Apply by January 31, 2024

[Learn more](#)

[Apply now](#)

# Wildfire Community Preparedness Day Application – 2024

**Name** *(Required)*

First

Last

**Email** *(Required)*

**Phone** *(Required)*

**Are you a legal Canadian Citizen?** *(Required)*

- Yes  
 No

**Are you the age of majority in your province/territory?** *(Required)*

- Yes  
 No

**Neighbourhood name or location that will benefit from this award** *(Required)*

**Province or territory where the project will take place** *(Required)*

**Organization planning the event** *(Required)*

**Organization type (check all that apply) (Required)**

- Homeowner association
- Condominium corporation or strata
- Neighbourhood or community group
- Fire department
- Indigenous group
- Municipality
- Other (please specify below)

**Who will participate in the event? (check all that apply) (Required)**

- Home/property owners
- Community/neighbourhood residents
- Local FireSmart Representative
- Neighbourhood Champion
- Fire Department personnel or volunteers
- Elected Representatives
- Business Owners
- School/Community Groups
- Media

Select All

**Project Type (check all that apply) (Required)**

- Neighbourhood clean up (yards, streets, parks, etc)
- Create a 1.5 metre non-combustible zone around homes
- Chipping event
- FireSmart Neighbourhood Program Information workshop
- FireSmart public education activity
- Other (please specify below)

Select All

**What is the planned date of your event? (Required)**

mm/dd/yyyy



**How many people do you expect will participate? (Required)**

- 1-20
- 21-50
- 51-100
- 101+

**What are the goals of the event? (check all that apply) (Required)**

- Reduce fuel around homes in your neighbourhood
- Reduce fuel in common neighbourhood areas
- Educate neighbours about FireSmart and making their homes and properties more resilient to forest or grass fires
- Work towards becoming a FireSmart Canada Recognized Neighbourhood

Select All

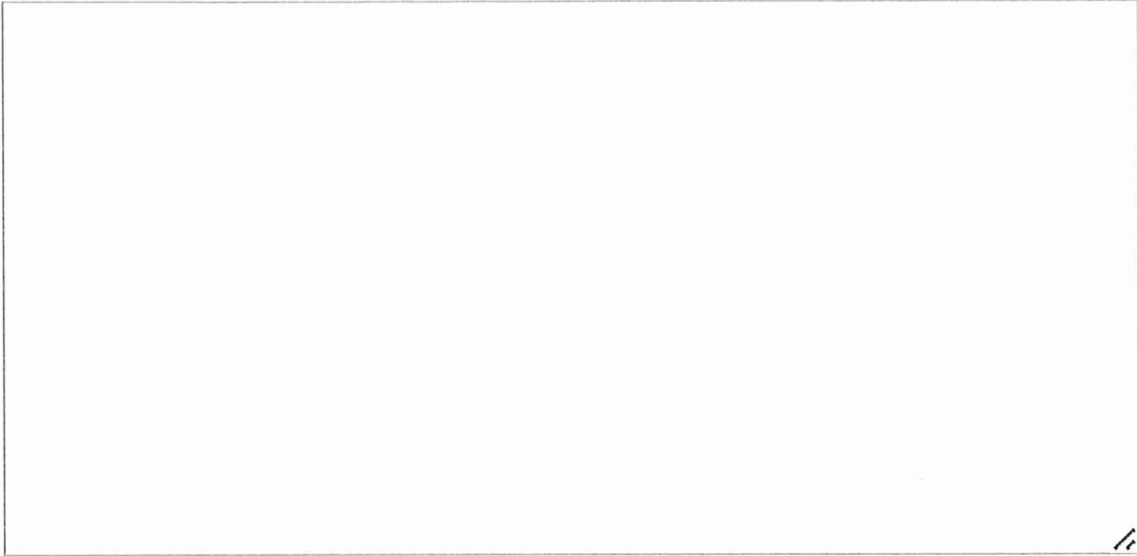
**How do you intend on using the award funds? (check all that apply)**

*(Required)*

- Chipper rental
- Rent/buy tools for neighbourhood sharing
- Dumpster rental/disposal fees
- Gas/fuel for required tools
- BBQ supplies/food for an educational event or clean up
- 72 hour emergency kit prep
- Trade fair event
- Printing of standardized educational materials provided by FireSmart Canada
- Other (please specify below)

Select All

**Provide a brief description of your planned event. (Required)**



**Has your neighbourhood received a Wildfire Community Preparedness Day award previously?** *(Required)*

- Yes
- No

**How will you promote your 2024 Prep Day event within your neighbourhood? (check all that apply)** *(Required)*

- Social Media
- Email
- Neighbourhood Association newsletter or website
- Word of mouth
- Posters or signage
- Materials from FireSmart Canada toolkit
- Other (please specify below)

Select All

**How did you hear about Wildfire Community Preparedness Day? (check all that apply)** *(Required)*

- Social media
- FireSmart Canada website
- Local FireSmart Representative
- Provincial/territorial wildfire agency
- Local fire department
- Co-operators Insurance Advisor or website



- Posters/signage
- Other (please specify below)

Select All

**Terms and conditions** *(Required)*

By submitting this application, you confirm that you have read and agree to the Wildfire Community Preparedness Day Award [Official Rules](#).

- I agree to the terms and conditions

**CAPTCHA**

I'm not a robot reCAPTCHA

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[general@firesmartcanada.ca](mailto:general@firesmartcanada.ca)

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**A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK IN THE PROVINCE OF ALBERTA TO ESTABLISH AND AUTHORIZE A REGIONAL EMERGENCY ADVISORY COMMITTEE AND A REGIONAL EMERGENCY MANAGEMENT AGENCY TO PROVIDE FOR EMERGENCY MANAGEMENT FOR THE SUMMER VILLAGE OF NAKAMUN PARK THROUGH JOINT PARTNERSHIP WITH OTHER MEMBER MUNICIPALITIES**

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WHEREAS the Council of the Summer Village of Nakamun Park is responsible for the direction and control of its emergency response and is required, under the *Emergency Management Act, Revised Statutes of Alberta 2000, Chapter E-6.8*, (hereinafter referred to as the "Act") to appoint an Emergency Advisory Committee and to establish and maintain an Emergency Management Agency;

AND WHEREAS it is recognized that an emergency or disaster of a jurisdictional or multi-jurisdictional nature could affect any or all of the municipalities that are partner of this Bylaw to such a degree that local resources would be inadequate to cope with the situation;

AND WHEREAS several regional municipal partners have jointly expressed interest in coordinating the planning, integration, operating, and delivery of their respective emergency management services through a joint partnership, and ministerial authorization to allow for same has been granted under ministerial order MO A:017/20;

AND WHEREAS this joint partnership has been formed as the Ste. Anne Summer Villages Regional Emergency Management Partnership and is intended to operate as a partnership of member municipalities directed and managed independently through an external committee of council, authorised and subscribed to by each member and represented by each partner council and municipality as herein established;

AND WHEREAS the member councils of this partnership acknowledge the need for a certain degree of operational autonomy for this committee to fulfill its mandate efficiently and are therefore desirous of establishing both a framework for emergency management protocols and regulations for the governance, operational, and authorisations vested in the partnership by the member councils;

AND WHEREAS the member councils of this partnership have collectively determined that the appropriate framework for vesting the partnership with the required and recommended authorities to do so in part by Bylaw, in part by Agreement, and in part through Terms of Reference for the required Advisory and Management Agency committees;

NOW THEREFORE, the Council for the Summer Village of Nakamun Park, being agreeable to a partnership with the other municipal partners named in this bylaw, duly assembled enacts as

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follows:

- 1) This Bylaw may be cited as the Ste. Anne Summer Villages Regional Emergency Management Bylaw.
- 2) In this Bylaw:
  - a. "Act" means the *Emergency Management Act*, Revised Statutes of Alberta 2000, Chapter E-6.8.
  - b. "AEMA Field Officers"- the role of Field Officers is to assist municipalities to mitigate, prepare for, respond to, and recover from large emergencies and disasters by: facilitating Disaster Recovery Program and Municipal Wildfire Assistance Program applications; assisting in developing/reviewing Community Emergency Management Plans and Programs; assisting in exercises; providing support during disasters and emergencies; acting as a liaison between the Province and communities; delivering training programs in region; facilitating training on grants and regional emergency management partnerships.
  - c. "Councils" means the Council of all partner Ste. Anne Summer Villages.
  - d. "Deputy Director of Emergency Management" means an individual appointed by resolution of Council responsible for assisting with the preparation and coordination of emergency plans and programs for the Municipality. The Deputy Director of Emergency Management (DDEM) provides support to, and acts in the absence of, the Director of Emergency Management.
  - e. "Director of Emergency Management" means an individual appointed by resolution of Council responsible for the preparation and coordination of emergency plans and programs for the Municipality. Abbreviated in reference as DEM.
  - f. "Deputy Regional Director of Emergency Management" means the person appointed by the Regional Emergency Management Advisory Committee with the responsibility for program administration, mitigation, preparedness, response and recovery of emergencies within the geographical boundaries of the partners of this bylaw. The Regional Deputy Director of Emergency Management (RDDEM) provides support to, and acts in the absence of, the Regional Director of Emergency Management.
  - g. "Disaster" means an event that may result in serious harm to the safety, health or welfare of people or widespread damage to property.
  - h. "Emergency" means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to minimize damage to property.

- i. "Minister" means the Minister responsible for the Emergency Management Act.
- j. "Municipality" means Nakamun Park as referenced in this Bylaw.
- k. "Municipalities" means the member partner local authorities as referenced in this Bylaw.
- l. "Partnership" means the "Ste. Anne Summer Villages Regional Emergency Management Partnership," as defined in this bylaw.
- m. "Regional Director of Emergency Management" means the person appointed by the Regional Emergency Management Advisory Committee with the responsibility for program administration, mitigation, preparedness, response and recovery of emergencies within the geographical boundaries of the partners of this bylaw. Abbreviated in reference as RDEM.
- n. "Ste. Anne Summer Villages" refers to the following municipalities:
  - i. Summer Village of Birch Cove
  - ii. Summer Village of Nakamun Park
  - iii. Summer Village of Ross Haven
  - iv. Summer Village of Sandy Beach
  - v. Summer Village of Silver Sands
  - vi. Summer Village of South View
  - vii. Summer Village of Sunrise Beach
  - viii. Summer Village of Val Quentin
  - ix. Summer Village of West Cove
  - x. Alberta Beach
- o. "Ste. Anne Summer Villages Regional Emergency Advisory Committee" means the committee established under this Bylaw and comprised of a member of Council, or designate, from each of the partnering municipalities of the Ste. Anne Summer Villages Regional Emergency Management Partnership.
- p. "Ste. Anne Summer Villages Regional Emergency Management Agency" means the agency established under this Bylaw and comprised of the Directors of Emergency Management, or designate, from each of the partnering municipalities of the Ste. Anne Summer Villages Regional Emergency Management Partnership.
- q. "Ste. Anne Summer Villages Regional Emergency Management Plan" means the integrated emergency management plan prepared by the Ste. Anne Summer Villages Regional Emergency Management Agency to coordinate response to an emergency or disaster within the combined geographic boundaries of the Summer Villages that are partner of this Bylaw.
- r. "Ste. Anne Summer Villages Regional Emergency Management Partnership" means

those municipalities who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs as outlined in the Ste. Anne Villages Regional Emergency Management Partnership Agreement.

- 3) There is hereby established a Ste. Anne Summer Villages Regional Emergency Advisory Committee to act as the authority and decision-making body of the Partnership, including the Council of the Summer Village of Nakamun Park, for the purpose of approving the planning, budgeting, execution, and reporting of those emergency management responsibilities, statutory powers, and obligations assigned under the this Bylaw and in the Act, specifically as referenced in Section 11.1 of the Act.
- 4) There is hereby established a Ste. Anne Summer Villages Regional Emergency Management Agency to act as the agent of the Partnership, including the Council of the Summer Village of Nakamun Park, for the purpose of recommending, planning, budgeting, preparing, and facilitating and executing emergency responses and programs and those statutory powers and obligations assigned under the this Bylaw and in the Act, specifically as referenced in Section 11.2 of the Act.
- 5) The Council of the Summer Village of Nakamun Park **shall:**
  - a. by resolution, appoint one (1) of its elected members of Council to serve on the Ste. Anne Summer Village Regional Emergency Advisory Committee. Alternates may also be appointed but only one voting representative may participate in any given meeting;
  - b. provide for the payment of expenses of the Summer Village of Nakamun Park member in the Ste. Anne Summer Village Regional Emergency Advisory Committee;
  - c. by resolution, on the recommendation of the Ste. Anne Summer Village Regional Emergency Advisory Committee, approve the appointment of the Regional Director of Emergency Management and the Regional Deputy Director of Emergency Management for the Partnership;
  - d. by resolution appoint a Director of Emergency Management and a Deputy Director of Emergency Management for the Summer Village of Nakamun Park, and authorize same to participate on the Agency Committee;
  - e. By resolution authorize their respective appointed Chief Administrative Officer to participate in the Regional Emergency Management Agency as an alternate to the Local Director of Emergency Management, or Deputy Director of Emergency Management, as may be necessary;
  - f. ensure that emergency plans and programs are prepared to address potential

emergencies or disasters within the geographical regions of the members of the Partnership. This includes a requirement to arrange and maintain access to pre-approved contingency funds in the event of an emergency of not less than \$100,000.00;

- g. endorse the Partnership's emergency plans, programs, and budgets, that are approved by the Ste. Anne Summer Village Regional Emergency Advisory Committee; and
- h. review the status of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs at least once each year.

6) Each partner municipal council may:

- a. by bylaw borrow, levy, expropriate and expend, without the consent of the electors, the required sums (as determined by the Ste. Anne Summer Villages Regional Emergency Management Agency) for the operation of the Ste. Anne Summer Villages Regional Emergency Management Agency; and approved by the Ste. Anne Summer Villages Regional Emergency Advisory Committee; and
- b. enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs, including mutual aid plans and programs.

7) The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall:

- a. consider, recommend, adopt, and maintain policies and practices as required for the effective and efficient operation of the Regional Emergency Management Agency, subject to the authorities provided in this bylaw;
- b. at the first meeting of the calendar year, hold an Organizational Meeting for the purpose of electing, confirming, designating, or otherwise establishing those authorities related to organizational leadership and management of the Partnership, including more specifically those matters presented in Schedule "A" of this Bylaw;
- c. establish a quorum of a minimum of seven (7) voting partnership members and a majority vote for all decisions, with one vote assigned to each partnership member.
- d. schedule a minimum of three (3) meeting per year, generally one per calendar quarter, or more frequently at the call of the chairperson or a majority of the committee members.
- e. arrange for the procurement of qualified administrative services to support the

operation of the Partnership, with costs for same forming part of the annual budget. This should include the following offices, at a minimum:

- i. Partnership Administrator;
- ii. Finance Director;

The Roles and Responsibilities of each of these officers will be generally as presented in Schedule "B" of this Bylaw. These offices may be filled by the same service provider, or they may be delegated to separate service providers, at the discretion of the Advisory Committee.

- f. review the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs by the end of October annually in preparation for the January audit.
  - g. advise each partner municipal council on the status of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs by the end of October annually.
  - h. review and approve the workplan and budget submitted by the Regional Emergency Management Agency. These reviews are to be guided by the process outlined in Schedule "C" of this Bylaw.
    - i. The maximum operating budget range authorized to this committee for any given operating year shall be \$50,000.00/year.
    - i. maintain reserve funds to a maximum cumulative total of not more than \$40,000.00, and further may requisition allocations to the reserve account for any given year to a sum not exceeding 10% of the reference year's approved operating budget. Any excess reserve funds realized shall be deducted from the next year's membership dues proportional to how they were received.
    - j. participate in annual Risk Assessments for Hazard Identification.
- 8) The Ste. Anne Summer Villages Regional Emergency Management Agency shall be comprised of one or more of the following as designated by the partnership for representation:
- a. a Director of Emergency from each partner municipality; or
  - b. a Deputy Director of Emergency Management from each municipality; or
  - c. in the absence of the Director and Deputy Director, the Chief Administrative Officer is required to fulfill the role.
- 9) In addition, the following public and private organizations, that may assist in the preparation or implementation of the Ste. Anne Summer Villages Regional Emergency



Management Plan, may be invited to provide representative(s) to the Ste. Anne Summer Villages Regional Emergency Management Agency:

- a. Communications Officer/Information Officer or designate
- b. Planning and Development Officer/Operations Department Officer or designate;
- c. Emergency Response Personnel
- d. School Division Superintendent or designate
- e. Alberta Health Services designates
- f. Mutual Aid Partners
- g. representative(s) from local industry and industrial associations
- h. representative(s) from Alberta Municipal Affairs, Alberta Emergency Management Agency
- i. any other Non-Governmental Organization (NGO), agency or organization that, in the opinion of the Partnership, may assist in the preparation or implementation of the Ste. Anne Summer Villages Regional Emergency Management Plan.

10) The Ste. Anne Summer Villages Regional Emergency Management Agency shall:

- a. be an administrative working group for the purpose of recommending, planning, and implementing best practices for emergency management preparedness and response within the Partnership service area.
- b. be comprised of:
  - i. The Regional Director of Emergency Management;
  - ii. The Regional Deputy Director of Emergency Management; and
  - iii. The ranking attendee from each of the partners, respectively being:
    1. The Local Authority Directors of Emergency Management; or
    2. The Local Authority Deputy Director of Emergency Management; or
    3. The Local Authority Chief Administrative Officers, or their designates.
- c. be chaired by the Regional Director of Emergency Management, or their ranking designate.

- d. establish a quorum of a minimum of seven (7) voting members and a majority vote for all decisions where required, whereby:
  - i. each municipal partner holds the power of 1 vote to be assigned first to their appointed Director of Emergency Management, and then respectively to their Deputy Director of Emergency Management, or their Chief Administrative Officer, as may be present during the meetings;
  - ii. in the event that 1 member represents more than one partner, they will have one vote per municipality.
- e. act on behalf of the partnership to carry out the statutory powers and obligations under Section 11.2 (2) and Section 24 (1) of the Emergency Management Act and the Local Authority Emergency Management Regulation; this does not include the authority to declare, renew or terminate the (SOLE) State of Local Emergency.
- f. assist in the preparation and coordination of the Ste. Anne Summer Villages Regional Emergency Management Plan and prepare and coordinate related plans and programs for the Partnership;
- g. report on the Agency workplan activity status to the Regional Advisory Committee at a minimum of once per year, including an update on the review of the Regional Emergency Management plan;
- h. recommend to the Regional Emergency Advisory Committee, a person to serve as the Regional Director of Emergency Management and a person to serve as Deputy Regional Director of Emergency Management and confirm that these appointments are completed annually;
- i. implement the concept and principles of the Incident Command System
- j. coordinate all emergency services and other resources used in an emergency; and/or
- k. ensure that someone is designated to discharge the responsibilities specified in paragraphs (d), (e), (f) and (h).
- l. engage relevant stakeholders, such as business and industry, government agencies, and regulatory bodies to ensure emergency plans are aligned and integrate with stakeholder plans;
- m. support the coordination of training and exercises on the Regional Emergency Management Plan;

- n. ensure regional training and exercise documentation and records are maintained;
- o. plan, execute and review exercises to validate the Regional Emergency Management Plan;
- p. inventory and maintain Partnership assets and make recommendations ensuring the Partnership has appropriate resources and equipment available.
- q. develop and recommend an annual budget and work plan to ensure the obligation of the partnership are supported.

11) Declaring a State of Local Emergency:

- a. The Council of the Summer Village of Nakamun Park has the power to declare, terminate or renew a State of Local Emergency (SOLE) at the local level. Under the Act, the powers specified in Section 13 of this Bylaw, and the requirements specified in Section 16 of this Bylaw, are hereby delegated to the Ste. Anne Summer Village Regional Emergency Advisory Committee Executive.
- b. In the event that the local level Council is unavailable, the Director of Emergency Management, or the Deputy Director of Emergency Management, for the impacted municipality will refer the decision to declare a State of Local Emergency to the Ste. Anne Summer Village Regional Emergency Advisory Committee, whereupon receipt of same any two duly convened elected representatives serving on the Advisory Committee may, at any time when they are satisfied that an emergency exists or may exist, by resolution, make a declaration of a SOLE within the geographic boundaries of this partnership.

12) Conducting a State of Local Emergency:

- a. When a state of local emergency is declared, the person or persons making the declaration shall:
  - i. ensure that the declaration identifies the nature of the emergency and the area of the Ste. Anne Summer Villages in which it exists;
  - ii. the Information Officer will ensure the details of the declaration are published immediately by such means of communication considered most likely to notify the population of the area affected; (Alberta Emergency Alert; Social Media; Municipal Notification Systems (i.e. All-Net);
  - iii. the Information Officer forwards a copy of the declaration to the AEMA Field Officers;
  - iv. the Mayor and/or Advisory Committee Chairperson forwards a copy to the Minister forthwith.

- 13) Subject to Section 14, when a state of local emergency is declared, the person or persons making the declaration may:
- a. cause the Ste. Anne Summer Villages Regional Emergency Management Plan or any related plans or programs to be put into operation;
  - b. acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;
  - c. control or prohibit travel to or from any area within the Municipality;
  - d. authorize the evacuation of persons and the removal of livestock and personal property from any area of the Municipality that is or may be affected by a disaster and make arrangements for the adequate care and protection of those persons or livestock and of the personal property;
  - e. authorize the entry into any building or on any land, without warrant, by any authorized person in the course of implementing an emergency plan or program;
  - f. authorize the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster, or to attempt to forestall its occurrence or to combat its progress;
  - g. procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources or equipment within Ste. Anne Summer Villages for the duration of the SOLE;
  - h. authorize the conscription of persons needed to meet an emergency; and
  - i. authorize any persons at any time to exercise in the operation of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans or programs, any power specified in Paragraphs (b) through (j) in relation to any part of the municipality affected by a declaration of a SOLE.
- 14) A declaration of a SOLE is considered terminated and ceases to be of any force or effect when:
- a. at the local level, a resolution is passed by the Mayor and/or Council
  - b. at the regional level, a resolution is passed by the Ste. Anne Summer Village Regional Emergency Advisory Committee
  - c. a period of seven days has lapsed since it was declared, or 28 days during a pandemic, unless it is renewed by resolution;

- d. the Lieutenant Governor in Council makes an order for a state of emergency under the Act, relating to the same area; or
  - e. the Minister cancels the SOLE.
- 15) When a declaration of a SOLE has been terminated, the person or persons who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the population of the area affected.
- 16) No action lies against the Municipality or a person acting under the Municipality's direction or authorization for anything done or omitted to be done in good faith while carrying out a power under the Emergency Management Act or the regulations during a state of local emergency.
- 17) That the Ste. Anne Summer Villages Regional Emergency Management Partnership Agreement (2023 revised), attached as Schedule E and forming part of this bylaw, is hereby approved and execution of the agreement is authorized.
- 18) Fees for Service:
- a. Where the Partnership is duly activated in response to an emergency and full or partial mobilization of the resources of the Partnership are mustered, the requesting/receiving municipality shall be responsible to cover the costs of that mobilization and any works undertaken on their behalf in relation to the response, inclusive of post-response reporting and deactivation of the response team.
  - b. Costs and Fees for services shall be outlined in Schedule "D" of this Bylaw. These Costs and Fees when rendered shall be due to the Partnership, and may form part of the Disaster Relief Funding request, and/or be recovered from other stakeholders as the case may be.
  - c. Where a response is multijurisdictional, the costs of any joint or shared response shall be apportioned such that:
    - i. Any costs for activation of the Incident Command Post shall be shared equally by all subject jurisdictions.
    - ii. Any costs known to be incurred or assigned to a specific jurisdiction shall be borne by that jurisdiction;
    - iii. Any costs arising during the response not sufficiently covered by (i) or (ii), above, shall be negotiated concurrent to the response, as expeditiously as possible by the member councils involved, or in the prolonged absence of

council(s), their respective Directors of Emergency Management.

19) That this bylaw rescinds Bylaw 2019-7.

20) That this bylaw shall come into force and have effect on the date of the third and final reading and signing thereof.

Read a first time on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Read a second time on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Unanimous Consent to proceed to third reading on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Read a third and final time on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Mayor, Marge Hanssen

\_\_\_\_\_  
Chief Administrative Officer, Dwight Moskalyk

DRAFT

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SCHEDULE A  
ORGANIZATIONAL MEETING MATTERS (SECTION 7(B))

- a) Elect from the committee a chairperson for the advisory committee;
- b) Elect from the committee a vice-chairperson for the advisory committee;
- c) Elect from the committee any other officers (i.e. sub-committee chairpersons) as may be required for the advisory committee;
- d) Confirm the management/administrative appointments of the partnership:
  - 1. Partnership Administrator;
  - 2. Finance Director;
  - 3. Regional Director of Emergency Management;
  - 4. Regional Deputy Director of Emergency Management;
- e) Confirm the banking institution and signing authorities of the partnership;
- f) Confirm the office location, contact information, and location for records;
- g) Review and confirm remuneration policies for the advisory committee.
- h) Confirm dates and times for the regular meetings of the Advisory and Agency.

SCHEDULE B  
ROLES AND RESPONSIBILITIES OF ADMINISTRATIVE OFFICERS  
(SECTION 7(E))

- a) The roles and responsibilities of the Partnership Administrator shall include, but not be limited to:
- 1) Act as primary administrative advisor to the Advisory Committee, providing guidance and recommendations on business of the day. All other administrative staff or contractors shall report through the Partnership Administrator.
  - 2) Serve as Liaison with the Agency on developing, implementing, and amending policy and processes as approved by the Advisory Committee, or recommended to the Advisory Committee by the Agency.
  - 3) Act as records keeper and recording secretary for Advisory Committee, including taking minutes and preparing and circulating the meeting agendas.
  - 4) Act as primary legislative coordinator for the Advisory Committee, ensuring that the Bylaw is reviewed regularly, established policies are developed and reviewed regularly, and that the statutory plans and requirements of Emergency Management are maintained in good standing.
  - 5) Work with the Finance Officer to ensure that the annual budget process is completed.
- b) The roles and responsibilities of the Finance Director shall include, but not be limited to:
- 1) In conjunction with the Partnership Administrator, and in consultation with the Agency, prepare the annual budget for review by the Advisory Committee.
  - 2) On approval of the budget, arrange for the invoicing, collection, and deposit of funds as directed by the Advisory Committee.
  - 3) Support emergency management staff in developing and implementing best practice for financial reporting and record keeping, especially as it relates to Disaster Relief Program Reporting.
  - 4) General Banking, Accounts Receivable, and Account Payable management.

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SCHEDULE C

PROCESS FOR PREPARING, REPORTING, REVIEWING, AND APPROVING THE ANNUAL  
WORKPLANS AND BUDGETS (SECTION 7(H))

- a) The Agency shall commence the initial review the annual workplans and budgets for the forthcoming year, allowing for input from the Executive Director, Regional and Deputy Director of Emergency management, and the Local Directors of Emergency Management;
- b) The Agency shall then forward the draft workplans and budget to the Executive Director and the Executive Director will ensure they are presented to the Advisory Committee, on or before August 31<sup>st</sup> annually.
- c) The Advisory Committee will initially review the workplans and budgets, accept them as information, and invite all member councils to review and submit comment, in writing or in person, at the next regular meeting of the Advisory Committee.
- d) Member councils will be extended the opportunity to provide comment and propose changes to the workplans and budget during the next regular meeting of the Advisory Committee. Comments and proposals received are not binding on the Advisory Committee but shall be received in good faith.
- e) Following the period of member input, the Advisory Committee shall give further consideration to approving the workplans and budgets. They may consider motions for doing this during with meeting where comments are invited by members, as presented or amended, or may decide to defer consideration until a revised draft can be presented where the situation warrants same.
- f) Notwithstanding (e), above, the Advisory Committee must annually approve the workplan and budget for the forthcoming year on or before December 31<sup>st</sup> of the current year, and provide details including requisition amounts for the new year to members by the same date.
- g) Part of the approval of the workplan and budget documents will be an authorization for Administration to send invoices for the approved requisition amounts to each member based on the approved budget and that these shall be due as per a policy established by the Partnership.
  - a. With respect to (g), above, requisition assigned to members shall be based on all members paying an equal share of the annual operating and capital budget, specifically 1/10 of the budget due by each member (based on 10 members). If members withdraw or are added, the formula is appropriately amended to reflect same.

- b. Further, the requisitions shall not include incidental costs of the partnership, nor emergency management response costs that may arise during the year. Incidental costs should first be covered by available reserves, and emergency management and response costs shall be the responsibility of the receiving party.

DRAFT

SCHEDULE D  
 CHARGES FOR PLANNING AND RESPONSE SERVICES RENDERED

Function	Task	Cost/Fee
Administrative	Activation of Incident Command Post	\$2,000
	Regional DEM Services	\$70/hr
	Deputy Regional DEM Services	\$70/hr
	Incident Commander Services	\$50/hr
	Section Chief Services	\$50/hr
	Services for All Other Command Roles/Coordinators Activated	\$50/hr
	Travel for Command Activation	Current CRA Rate
	External Contract Services Procured (equipt., materials, etc.)	At Cost
	External Resources and Supplies (rentals, food, consumables)	At Cost
Capital	Equipment Rental (SVREMP Owned Assets):	
	N/A	
Miscellaneous	DEM/DDEM Replacement Kit (Tote)	\$1,200
<ul style="list-style-type: none"> <li>This cost schedule shall be deemed effective from the activation of the EOC and shall remain effective until the final reporting , inclusive of any Disaster Recovery Program reporting, of the subject response to AEMA.</li> </ul>		

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SCHEDULE E  
STE. ANNE SUMMER VILLAGE REGIONAL EMERGENCY MANAGEMENT  
PARTNERSHIP AGREEMENT

(SEE ATTACHED)

DRAFT

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**STE. ANNE SUMMER VILLAGES REGIONAL EMERGENCY  
MANAGEMENT PARTNERSHIP AGREEMENT**

This agreement made on \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN:**

**Summer Village of Birch Cove**

- and -

**Summer Village of Nakamun  
Park**

- and -

**Summer Village of Ross Haven**

- and -

**Summer Village of Sandy Beach**

- and -

**Summer Village of Silver Sands**

- and -

**Summer Village of South View**

- and -

**Summer Village of Sunrise Beach**

- and -

**Summer Village of Val Quentin**

- and -

**Summer Village of West Cove**

-and-

**Alberta Beach**

(collectively, the "Parties")

**INTRODUCTION**

**1. WHEREAS:**

- a) The Parties, Summer Village of Birch Cove, Summer Village of Nakamun Park, Summer Village of Ross Haven, Summer Village of Sandy Beach, Summer Village of Silver Sands, Summer Village of South View, Summer Village of Sunrise Beach, Summer Village of Val Quentin, Summer Village of West Cove, and Alberta Beach are local authorities situated within the Province of Alberta;
- b) Each of the Parties have appointed a Director of Emergency Management ( `DEM` ) as pursuant to the provisions set out in *The Emergency Management Act R.S.A. 2000*, c E-6.8 Section 11.2(2);
- c) The Parties recognize that many of the local resources controlled by each of the parties could be required by more than one (1) municipality in order to cope with a Disaster or Emergency that impacts one (1) or more of the Parties;

- d) The Parties have agreed to adopt a Regional Emergency Management Plan and to develop a Regional Framework for Emergency Management within the Region;
- e) Pursuant to S. 11.3(1)(b) of the Act, if authorized by Ministerial Order, a local authority may delegate its powers and duties under the Act to a joint committee representing two (2) or more local authorities that is composed of one or more members appointed by each of the local authorities; and
- f) The Minister responsible for the Act issued a Ministerial Order to authorize the Parties to establish a Regional Emergency Advisory Committee empowered to declare a "Local or Regional State of Emergency".

NOW THEREFORE the parties hereto agree as follows:

#### DEFINITIONS

- 2. For the purpose of this Agreement, the following words and terms shall have the following meanings:
  - a. **Act** means The Emergency Management Act of Alberta, Chapter E-6.8, Revised Statutes of Alberta 2000, c. E-6-8;
  - b. **Director of Emergency Management (DEM)** means an individual appointed by resolution of Council, or the CAO or their designate;
  - c. **Disaster** means an event that results in serious harm to the safety, health or welfare of people, the environment or in widespread damage to property;
  - d. **Emergency** means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people, or to limit damage to property and the environment;
  - e. **Emergency Social Services (ESS)** means services including but not limited to Registration and Inquiry, Emergency Food Services, Emergency Lodging, Emergency Clothing and Emergency Personal Services;
  - f. **Local Authority** means, where a municipality has a Council within the meaning of the *Municipal Government Act*, RSA 2000 c.M-26;
  - g. **Minister** means the Minister charged with administration of the *Act*;

- h. **Parties** means the **Municipalities of the Ste. Anne Region, as set out in 1(a)**;
- i. **Partnership** means the Ste. Anne Regional Emergency Management Partnership, as defined in this Agreement;
- j. **Regional Emergency Coordination Centre** (RECC) means the location that functions as a point of coordination, addressing the needs of the Ste. Anne Summer Villages as a whole, exercising the authority of local officials, as well as anticipating and supporting the needs of one or more incident sites;
- k. **Regional Director of Emergency Management** means an individual appointed by the Regional Emergency Advisory Committee to serve as the representative for the Regional Emergency Management Agency;
- l. **Regional Emergency Management Advisory Committee** means a regional committee comprised of one member of Council, or alternate elected official, from each of the partnering municipalities of the Ste. Anne Summer Villages Regional Emergency Management Partnership, as established by this Agreement and the by-laws of the respective municipal Councils of the Parties hereto;
- m. **Regional Emergency Management Agency** (REMA) means a regional agency comprised of one voting member from each of the designated representatives for the Ste. Anne Summer Villages. The voting member shall be comprised of one of the following:
  - (a) a Director of Emergency Management from each partner municipality; or
  - (b) a Deputy Director of Emergency Management; or
  - (c) a Chief Administration Officer
- n. **Regional Emergency Management Plan** (REMP) means the Regional Emergency Management Plan prepared by the Ste. Anne Summer Villages Regional Emergency Management Agency to co-ordinate the response to an emergency or disaster; the training program to ensure stakeholders are equipped to manage an incident/event of scale and the governance/administrative functions that empower stakeholders to take whatever measures necessary to protect lives, property and environment;
- o. **Regional Framework for Emergency Management** means the municipalities participating in this Agreement supporting and assisting each other when requested and when able to provide that support and assistance in the event of a major emergency or disaster;
- p. **Ste. Anne Regional Emergency Management Partnership** is a partnership comprising the municipalities as set out in Section 1(a) who have entered into a joint agreement for the purpose of organizing integrated emergency planning, training, assistance and emergency operations programs.

REGIONAL EMERGENCY MANAGEMENT

- 3. The Ste. Anne Regional Emergency Management Partnership will provide a comprehensive

emergency management planning, preparedness and response service to its members, including the establishment and operation of the Emergency Management Advisory and Agency Committees, work plans, budgets, scheduling of mandated training and exercises, resource and stakeholder consultation, and post-response coordination and support as required.

4. The Partnership will operate as a joint partnership as authorized by ministerial order. The authorities and obligations of the Ste. Anne Regional Emergency Management Partnership and the members will be established by bylaw to be approved by each of the member councils.
5. The municipal councils of each of the Parties to this Agreement have passed a bylaw to establish the Regional Emergency Management Framework, including the Regional Emergency Management Advisory Committee (the "Advisory") and the Regional Emergency Management Agency (the "Agency") and delegated certain powers and duties under the Act to the Advisory and Agency, subject to the issuance of a Ministerial Order pursuant to 11.3(1)(b) of the Act.
6. The Regional Emergency Advisory Committee shall consist of municipal councillors appointed by each of the Parties, as established and authorized by bylaw, and will serve as the decision making body and oversight committee of the partnership to address, generally:
  - a. The establishment of the organizational framework of the partnership;
  - b. The review and approval of the work plan and budget;
  - c. The approval of policies, procedures and recommendations for establishing and implementing best practices in emergency response;
  - d. When necessary, as provided for by bylaw, acting on behalf of member partners during the emergency management process;
7. The Regional Emergency Management Agency shall be the working group of the partnership constituted of designated administrative agents from member municipalities, including Directors of Emergency Management, Deputy Directors of Emergency Management, and/or Chief Administrative Officers or their designate. The Agency shall be responsible for keeping the Regional Emergency Management Plan current and operationally sound. The Regional Emergency Management Agency will include, but not be limited to, the following scope of work within the Partnership:
  - a) make recommendations to the Regional Emergency Advisory Committee on organizational, planning, integration and execution of statutory obligations, budgetary, preparatory, and emergency response initiatives;
  - b) work collaboratively with partnership communities, Alberta Emergency Management Agency and other government departments or agencies, as necessary to develop, implement, and maintain all emergency plans and programs for the Region;
  - c) engage and support regional stakeholders to promote comprehensive preparation and response planning and execution;



- d) facilitate any required training and exercises of the Regional Emergency Management Plan, including coordination, participation in, and records management, and post-activity review and recommendation of revisions to the Plan(s) as may be deemed appropriate;
  - e) liaise and network with internal, external, and peer stakeholder associations to share resources and information, and advocate best practices or regulatory amendments to make the program more effective.
8. It is recognized that the Regional Emergency Management Agency or parts of the Agency may be called upon from time to time to provide emergency response or services in areas outside of the Region. The Regional Agency will assess the current situation and a response to those incidents will reflect the conditions of the Emergency Mutual Aid Agreement.
  9. Parties shall not be required to provide anything other than municipally owned equipment, employees and volunteers normally used by the Parties when responding to a regional emergency or assisting in a Regional Emergency Coordination Centre.
  10. The Parties will at all times comply with the requirements of all applicable Federal, Provincial and Municipal legislation.
  11. Each of the Parties agree to share emergency management related information.
  12. Each of the Parties will agree to implement the concepts and principles of the adopted Incident Management System.
  13. This Agreement does not in any way amend or replace the duties, rights or obligations of any individual Party's agreements that may already be in existence or shall come into existence in the future between any of the Parties, as a whole or otherwise, with respect to the provision of emergency services.
  14. No member of Regional Emergency Management Partnership shall be permitted to withdraw from this Agreement during a disaster or a declared state of local or regional emergency.

#### SHARED COST OF REGIONAL COLLABORATION

15. The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall adopt an annual operating budget to cover the costs and funding of the Regional Emergency Management program. There shall be process established, by bylaw, to regulate the development and member engagement on the annual budget. The general considerations of the annual operating budget are presented in Schedule "A," attached, for reference.
16. All Parties agree that funding for the Ste. Anne Summer Villages Regional Emergency Management Program should be a shared responsibility. The members shall be responsible for the funding of the approved budget as established in the bylaw.
17. All Parties agree that there may be discretionary aspects of emergency management planning, mitigation, response, and reporting that are not prioritized, adopted by, or

budgeted for, by the Partnership and which therefore shall be retained entirely at the local level. Recommendations on these discretionary best practices, planning, and local operations are subject to local council consideration and funding of same.

18. The Ste. Anne Summer Villages Regional Emergency Advisory Committee shall maintain a schedule of charges and fees to be used when charging for an emergency response, and this schedule shall form part of the bylaw approved by the members.
19. The costs incurred by any Party to this Agreement in responding to a State of Local Emergency in another municipality shall be the sole responsibility of the affected Party or Parties in which the emergency or disaster occurs.
20. The budget, costs, fees, and requisitions shall be binding on all member Municipalities that are party to this Agreement. Members will be requisitioned once a year for their contribution to the Ste. Anne Summer Villages Regional Emergency Management Partnership, and any costs shall be due in accordance with a policy established and maintained by the Regional Emergency Advisory Committee.

#### INSURANCE & INDEMNITY

21. No action lies against the Party with jurisdiction or any responding Party or a person acting under that Party's direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under the *Emergency Management Act* or the regulations during a State of Local Emergency.
22. All costs and expenses associated with responding to an incident shall be the responsibility of the Party or Parties where the incident occurs.
23. During the term of this Agreement, the Parties shall each, at their own respective cost and expense, maintain in full force and effect General Liability Insurance in an amount not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the Parties and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit a Party's liability to indemnify the other Party under this Section.
24. Each Party agrees to forward a copy of this Agreement to their municipal insurer and to be responsible for the costs of any increase in insurance premiums which may result.

#### TERM AND TERMINATION

25. Any Party may withdraw their membership from Ste. Anne Summer Villages Regional Partnership and this Agreement, by providing all other Parties hereto with twelve (12) months advance written notice. The withdrawal of any party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties and any investment in joint assets shall remain with the partnership.
26. Any party may have their membership revoked and be removed, by resolution, from the

Ste. Anne Summer Villages Regional Partnership, if determined by the Ste. Anne Summer Villages Regional Advisory Committee that the membership requirements, including funding, are not being met. The removal of any party from this Agreement shall in no way impact the remaining Parties hereto, and this Agreement shall continue in full force and effect as between the remaining Parties and any investment in joint assets shall remain with the partnership.

- 27. This Agreement shall come into force when it has been signed by all the Parties hereto, and the Ministerial Order referred to herein has been issued and has come into effect. The term of this Agreement shall be for a period of ten (10) years thereafter, or until such time as the Parties mutually agree otherwise (the "Term").
- 28. Twelve (12) months prior to the expiration of the Term of this Agreement the parties shall initiate the process to automatically renew this agreement for successive periods of ten (10) years and all of the Terms of this Agreement shall remain in force.

**GOVERNING LAW**

- 29. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. The Parties hereby agree to the exclusive jurisdiction of the Courts of the Province of Alberta, and all courts competent to hear appeals therefrom, to hear any matter or thing relating to or arising from this Agreement.

**SEVERABILITY**

- 30. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

**NON-ASSIGNMENT**

- 31. No Party may assign its rights under this Agreement without the prior written consent of all of the other Parties hereto.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTICIPATING PARTIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER EACH MUNICIPAL SEAL AFFIXED:

**Summer Village of Birch Cove**

**Summer Village Nakamun Park:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

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

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

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**Summer Village of Ross Haven:**

\_\_\_\_\_  
Mayor

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

**Summer Village of Silver Sands:**

\_\_\_\_\_  
Mayor

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

**Summer Village of Sunrise Beach:**

\_\_\_\_\_  
Mayor

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

**Summer Village of West Cove:**

\_\_\_\_\_  
Mayor

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

**Summer Village of Sandy Beach:**

\_\_\_\_\_  
Mayor

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

**Summer Village of South View:**

\_\_\_\_\_  
Mayor

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

**Summer Village of Val Quentin:**

\_\_\_\_\_  
Mayor

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

**Alberta Beach:**

\_\_\_\_\_  
Mayor

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

## SCHEDULE "A"

### PARTNERSHIP SCOPE OF ANNUAL OPERATING BUDGET STE. ANNE SUMMER VILLAGES REGIONAL EMERGENCY MANAGEMENT

#### **Matters Within the Scope of the Annual Budget:**

1. Administration And Governance (Advisory Committee):
  - a. Board Meetings
  - b. Board Honorariums, Fees, and Expenses
  - c. Administration Costs and Salaries/Contracts (Executive Director and Finance Officer)
  - d. Records Management and Retention Costs
  - e. Financial Costs, Banking Costs, Accounts Payable and Receivable
  - f. Office Equipment, Licences, And Rentals
  - g. Communications (i.e. Telephone, Internet, Email and Domain Registrations, All-Net, Paper Communications, Advertisements)
  - h. Reserve Policy and Savings
  
2. Ste. Anne summer villages regional emergency management agency
  - a. Agency Meetings, Fees, Rentals and Expenses
  - b. Regional Director or Emergency Management and Deputy Director Of Emergency Management Salaries/Contracts
  - c. Regional Plan Review, Preparations and Distribution Preparation and Distribution
  - d. Staff And Consultants, Special Projects, And Reviews
  - e. Annual Audits
  
3. Preparedness
  - a. Training/Courses
  - b. Tabletops
  - c. Exercises
  - d. Review And Updating of The Emergency Response Totes/Kits
  
4. Hazard assessment
  - a. Conducting Assessments
  - b. Local Plan Reviews, Preparations and Distribution
  
5. Equipment/asset rentals or purchases
  - a. Sandbags, Pumps and Hoses
  - b. Signs, Barricades and Demarcation
  - c. Vehicles, Trailers, Transportation, Watercraft
  - d. PPE And Uniforms/Workwear
  - e. Radios And Communication
  - f. Amortization

#### **Matters Outside the Scope of the Annual Operating Budget**

6. Emergency Operations and Logistics, Regional or Local Response Costs
7. Municipal (Local) Emergency Coordination Centre Creation, Activation, Maintenance, Or

- Operation
- 8. Local Authority Mitigation of Hazards
- 9. Recovery

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**Ste. Anne Summer Villages Regional Emergency Management Partnership  
Advisory Committee Minutes**

**Tuesday, December 5, 2023 at 6:30 PM**

[Click on this Link to Join Virtual Meeting](#)

**1. Call to Order: Chair - Ren Giesbrecht 6:38 PM**

The Ste Anne Summer Villages Regional Emergency Management Partnership honors and thanks the many First Nations on whose historical and traditional lands we reside, including the Metis, Cree, Dene, Saulteaux (sow toe), Blackfoot and Nakota Sioux (soo).

As we gather here today, we acknowledge we are on Treaty 6 Territory and the Homeland of the Métis. We pay our respect to the First Nations and Métis ancestors of this place and reaffirm our relationship with one another.

**2. [Attendance](#)**

**3. Amendments & Acceptance of Agenda**

Marge Hanssen moved Acceptance of the Agenda as presented.

**4. [Approval of Minutes of Previous Meeting](#)** Dieter Brandt requested the

May 18, 2023 minutes be revised to include the motion to accept Alberta Beach into Ste. Anne Summer Villages Regional Emergency Management Partnership (SVREMP). Liz Turnbull moved that with the addition of this revision, the May 18, 2023 minutes be approved as amended. **CARRIED**

**5. NEW BUSINESS**

**1. Lac Ste Anne County Emergency Management Service Delivery vs Ste Anne Summer Villages Regional Emergency Management Partnership (SVREMP)**

Lack of opportunity for input and control of budget with Municipal Services Package (MSP).

Concerns expressed with a Change of Council and the potential for a change of level of support. LSAC requires a minimum 5 year agreement.

There was discussion on Pros and Cons around entering into agreements.

LSAC MSP and Parkland Package - basically the same outcomes are

achievable through a Mutual Aid Agreement that provides opportunity for

support during emergency situations when an EOC is required to be open. Costs

apply when EOC is activated - important to have an agreement and understanding in place pro-actively and a coordinated approach.

There are opportunities to enter into Mutual Aid Agreements with other partners like Sturgeon County or Parkland County.

For those municipalities who remain in the partnership, when Lac Ste Anne County is unable to respond, services from our MA partners may be available.

One of the objectives of considering the MSP offer was to avoid succession planning. The thought was that it may be easier to have a full time County DEM rather than SVREMP part time administrative support. The current

Administration will be able to cover off while SVREMP works on Succession Planning over the next year. The contract expires December 31, 2024.

The LSAC estimate of \$7,000 and initial \$5,000 startup is a significant increase in comparison to the SVREMP current fee structure of \$3,500 per year.

Bernie: Budget Input is not clearly identified in LSAC MSP - fees for support are based on cost plus 20%. Bernie cautioned Summer Villages to be very careful with MSP Services, and suggested that summer villages need to have input into the cost of the services.

- The projected 2024SVREMP annual fee is \$3,900.00
- Janice provided some insight on the Parkland County Model and confirmed the CAO's are the DEM's for each municipality. An annual fee of \$5,000 is required from each municipality. Even though the Council is legally responsible, they do not have opportunity to provide input into the plan. There is one meeting annually to review the plan. Summer Villages do not do community engagement - this is managed by Parkland Services.
- Marlene provided a brief overview for 5 summer villages located within close proximity to Westlock and Athabasca County. Through Bylaw and ministerial order the Summer Villages have delegated their authority to the respective counties. There are no fees associated.

Liz Turnbull moved the MSP and discussion with respect to Emergency





Management with the County be accepted for Information. **CARRIED**

## **SVREMP PARTNERSHIP AGREEMENT**

Following revisions required:

**Addition** - Clause 18 (Add word "Advisory" in front of Committee)

Clause 20 Remove quotation mark after Committee

18. The Ste. Anne Summer Villages Regional Emergency Management Committee shall maintain a schedule of charges and fees to be used when charging for an emergency response, and this schedule shall form part of the bylaw approved by the members.
19. The costs incurred by any Party to this Agreement in responding to a State of Local Emergency in another municipality shall be the sole responsibility of the affected Party or Parties in which the emergency or disaster occurs.
20. The budget, costs, fees, and requisitions shall be binding on all member Municipalities that are party to this Agreement. Members will be requisitioned once a year for their contribution to the Ste. Anne Summer Villages Regional Emergency Management Partnership, and any costs shall be due in accordance with a policy established and maintained by the Regional Emergency Advisory Committee."

## **SVREMP BYLAW**

Delete sentence highlighted in yellow

- g. advise each partner Summer Village Council on the status of the Ste. Anne Summer Villages Regional Emergency Management Plan and related plans and programs by the end of October annually. Kits and plans will be reviewed and adopted and returned to the SVREMP team.
- i. maintain reserve funds at 10% per year up to a maximum of \$10,000.

Discussion regarding item i.

Recommendation is for a maximum input of \$10,000 annually to a cumulative maximum amount of \$40,000 in reserve.

Dieter Brandt moved the endorsement of the SVREMP Bylaw and the SVREMP Agreement upon completion of the amendments. **CARRIED**

## **2. Withdrawal from SVREMP & Financial Considerations**

- o Liz Turnbull moved that Yellowstone be permitted to exit the SVREMP partnership on December 31, 2023 with the expectation they meet their commitment to pay their 2023 fees. **CARRIED**

- Marge Hansen moved that Sunset Point be permitted to exit the SVREMP partnership effective Dec 31, 2023. **CARRIED**
- Other SVREMP Municipalities will take the revised Partnership Agreement and Bylaws to their respective Council for approval at their next Council meeting. Signed agreements to be in place by January 31, 2024 for each summer village.

### **3. Confirmation of Municipalities proceeding with SVREMP**

Administration will forward each municipality a copy of the revised Bylaw, Agreements and Budget Projections for review and signoff and return by each Council prior to the end of January 2024.

### **4. Mutual Aid Agreement**

In 2024, Administration will focus on pursuing Mutual Aid Agreements with additional municipal partners. Administration will work to negotiate an agreement including fee structure with Lac Ste Anne County and other municipalities, including

### **5. Ministerial Order Amendment**

Upon completion of the following actions:

- Receipt of signed Bylaws and Partnership Agreements from Alberta Beach
- Exit Letters sent to Yellowstone and Sunset Point

Administration will submit the Request to Municipal Affairs to Amend the Ministerial Order

### **6. Financial Approval**

#### **Current Authorized Signing Authority Representatives**

Ren Giesbrecht - Chairperson SVREMP

Gwen Jones - Vice Chairperson SVREMP

Marge Hansen - SVREMP Advisory Committee Member

Newly Appointed Signing Authority Representative

Liz Turnbull - Vice Chairperson SVREMP

Ren Giesbrecht moved that Gwen Jones be removed from Signing Authority for the SVREMP.

Ren Giesbrecht moved that Liz Turnbull be added to the Signing Authority for the SVREMP. **CARRIED**

**2024 Budget**

- Reserve Funds \$25,000 were initialled approved for GIC investment. To date, Janice confirmed that \$15,000 has been invested in GICs. The remainder is not being invested currently to ensure adequate cashflow is available. This is as a result of outstanding accounts receivable (Yellowstone) and expenditures outside of budget including Administration Fees, Consultant Fees, and Treasurer Fees.

**ROUND TABLE**

**NEXT MEETING: At the call of Advisory Committee Chairperson**

**Adjournment: 8:30 PM**

**APPROVED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**STE ANNE SUMMER VILLAGES REGIONAL EMERGENCY MANAGEMENT PARTNERSHIP**

2024 BUDGET (PROPOSED AS AT 10-28-2023 REVISED: 11-05-2023)

<b>REVENUE</b>	**based on 10 Partners**			
	<b>Member Contributions</b>			
	Alberta Beach		\$3,900.00	
	Birch Cove		\$3,900.00	
	Nakamun Park		\$3,900.00	
	Ross Haven		\$3,900.00	
	Sandy Beach		\$3,900.00	
	Silver Sands		\$3,900.00	
	South View		\$3,900.00	
	Sunrise Beach		\$3,900.00	
	Val Quentin		\$3,900.00	
	West Cove		\$3,900.00	\$39,000.00
<b>EXPENDITURES:</b>				
	Regional DEM			-\$18,000.00
	Regional Deputy DEM			-\$16,000.00
	Administration/Treasury			-\$2,000.00
	Committee Honorarium	Meetings for Chair role and Sub-Committee's outside of regular meetings for all members (13 @\$75.00/meeting)		-\$1,000.00
<b>MATERIALS</b>				
	Training			-\$1,500.00
	Exercise	Small-Local Partnership (Spring)		-\$500.00
	Exercise	Full Scale Joint Mutual Aid		-\$2,000.00
	Mileage			-\$500.00
	Subscriptions	Office Suite/Norton		-\$125.00
	Office Supplies/copies	Paper, toner, photocopy services		-\$500.00
				<b>-\$42,125.00</b>
<b>NET SURPLUS/DEFICIT</b>				<b>-\$3,125.00</b>
	<b>NOTE: Funds to cover 2024 Deficit will come from 2023 Cash Flow and Reserve Funds</b>			

<b>BANK</b>	GIC'S	\$15,000.00	<b>NOTE:</b>	Additional approved \$10,000.00 GIC
	11-07-2023 Cash on Hand	\$27,591.94		not completed due to inadequate funds
		\$42,591.94		available due to outstanding AR item (\$3500.00)
				& expenses incurred but not within approved
				2023 budget (\$4,706.73)
<b>CASH FLOW:</b>	11-07-2023 Cash on Hand	\$27,591.94		
	LESS: Expenses 2023 4th Qtr	-\$9,500.00		
	: Expenses 2024 1st Qtr	-\$9,500.00		
<b>TOTAL PROJECTED CASH ON HAND (03-2024)</b>		<b>\$8,591.94</b>		

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**2024 Proposed Workplan Overview**  
**Ste. Anne Summer Villages**  
**Regional Emergency Management Partnership**



Deliverable/Activity	Start Date	End Date	Completed By
<b>ADMINISTRATION</b>			
<ul style="list-style-type: none"> <li>● MEETINGS               <ul style="list-style-type: none"> <li>○ Confirm and pre-book regular meetings for                   <ul style="list-style-type: none"> <li>○ SVREMP Advisory Committee</li> <li>○ SVREMP Agency</li> </ul> </li> </ul> </li> <li>● MUTUAL AGREEMENTS               <ul style="list-style-type: none"> <li>○ Liaise with municipalities and formalize agreements</li> <li>○ Onoway; Mayerthorpe; Parkland</li> </ul> </li> <li>●               <ul style="list-style-type: none"> <li>○ Industry Partners</li> <li>○</li> </ul> </li> <li>● Hazard and Risk Assessments</li> <li>● FRIAA Home and Community Assessments</li> <li>● PLAN UPDATES               <ul style="list-style-type: none"> <li>○ LEAMER</li> <li>○ Annual Plans</li> </ul> </li> </ul>			
<b>FINANCIAL</b>			
<b>BUDGET</b>			
<ul style="list-style-type: none"> <li>● 2023 Reconciliation</li> <li>● 2024 Projections</li> <li>● 2025 Projections</li> </ul>			
<b>GIC INVESTMENT</b>			
<b>COMMUNICATION</b>			
<ul style="list-style-type: none"> <li>● Website Updates</li> <li>● ALL-NET Communications</li> <li>● Social Media</li> <li>● Local Newspaper Articles</li> <li>● Community Engagement               <ul style="list-style-type: none"> <li>○ Collaborative Information Sessions                   <ul style="list-style-type: none"> <li>■ Community Picnics</li> <li>■ Alberta Beach Open House</li> </ul> </li> <li>○ Resource Directory Update</li> </ul> </li> </ul>			

<ul style="list-style-type: none"> <li>● Block Captain or Neighbourhood Champion Program</li> </ul>			
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<b>EDUCATION AND TRAINING</b>			
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<ul style="list-style-type: none"> <li>● Training Plans - 4 year plans <ul style="list-style-type: none"> <li>○ ICS 100 - 400</li> <li>○ MEO Training</li> <li>○ BEM Training</li> <li>○ DEM Training</li> <li>○ ESS Training</li> </ul> </li> <li>● Exercises <ul style="list-style-type: none"> <li>○ Tabletop Exercises (brief at start of meetings)</li> <li>○ Regional Functional Exercise</li> </ul> </li> </ul>			
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<b>REGIONAL COLLABORATION</b>			
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<ul style="list-style-type: none"> <li>● MEMORANDUM OF AGREEMENTS</li> <li>● Industry Partners <ul style="list-style-type: none"> <li>○ SANG</li> <li>○ FORTIS</li> <li>○ ATCO</li> </ul> </li> <li>● Non Government Organizations</li> <li>● Sewer Commission</li> <li>● Waste Management Companies</li> <li>● Regional Emergency Management Partners</li> <li>● Emergency Responders</li> <li>● School Boards</li> <li>● Sunset Point Bible Camp</li> <li>● Camp Warwa</li> </ul>			
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## Ste. Anne Summer Villages Regional Emergency Partnership



- Birch Cove
- Ross Haven
- South View
- Val Quentin
- Nakamun Park
- Sandy Beach
- Sunrise Beach
- West Cove
- Silver Sands
- Sunset Point
- Yellowstone

July 3, 2023

Kathy Skwarchuk  
Alberta Beach  
4935 50 Avenue  
Alberta Beach, AB T0E 0A0

Hi Kathy

Ste Anne Regional Emergency Management Partnership (SVREMP) agrees in principle to the integration of Alberta Beach as a partner of SVREMP as requested in your letter of June 21st, 2023.

Upon mutual acceptance and satisfactory completion of the following conditions the partnership may proceed:

- Receipt of Ministerial Order Approval
- Revision and sign-off of Terms of Reference, Partnership Agreement, and Bylaws by all 12 municipalities
- Advisory Committee Representation (appointment of one designated Council Member and one alternate Council Member - provides one vote for the municipality)
- Council will appoint (by Bylaw) a DEM and DDEM who will actively participate in the partnership including completion of required training, exercises, hazard and risk assessments, and activities throughout the year.
- Receipt of payment of pro-rated portion of \$3,500.00 annual fee for 2023 effective from July 1, 2023 (\$1,750.00)
- Receipt of payment of pro-rated reserve fees
- Provide proof of insurance and WCB as outlined in Partnership Agreement

It is acknowledged that Alberta Beach is aware and supports working collaboratively with Lac Ste County/SVREMP to explore partnership opportunities outlined in the draft Municipal Services Package recently shared with municipalities.

We recognize there will be a transitional period from the date of execution of this agreement until the approved Ministerial Order is received. In order to address the Emergency Management requirements during this interim period, the following items be implemented:

- The appointed Alberta Beach Advisory Committee Representative or alternate will be permitted to attend the Advisory Committee Meetings, however, will not have voting authority until the approved Ministerial Order is received.
- In the event of an emergency where activation is required, all costs and fees for planning or response services obtained from SVREMP will be at the partner rate as outlined in the SVREMP Emergency Management Bylaw.
- Effective July 1, 2023, Janice Christiansen has been contracted as the DEM for Alberta Beach at the fee of \$400.00 monthly.
- Remuneration for additional administration services provided by Janice Christiansen and Marlene Walsh will be charged at a rate of \$35.00 per hour each and paid on a monthly basis.
- Additional administration may include:
  - Completion of the 2022 Annual Audit
  - Meet and Greet event to be held with Alberta Beach Council and Staff to provide an understanding and expectations of the SVREMP
  - Hazard and Risk Assessment including identification of Resources
  - Review of current documentation and completion of an inventory of existing supplies
  - Upon completion of the audit, review Alberta Beach Emergency Plan and align it with the SVREMP Plan
  - Any additional requirements identified during this interim period.

SVREMP will facilitate the drafting of appropriate bylaws and membership agreements, and spearhead the discussions with AEMA/Municipal Affairs on the appropriate ministerial authorities to integrate AB Beach as a member of SVREMP.

We look forward to the outcomes this collaborative partnership will bring to our communities!

Sincerely

Ren Giesbrecht  
Chairperson  
Ste Anne Summer Village Regional Emergency Management Partnership

✉ Email

summervillage.remp@gmail.com

📍 SVREMP Mailing Address:

PO BOX 17 Alberta Beach AB  
T0E 0A0

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Proposed/Potential agreement based on Parkland Model.

EMERGENCY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

BETWEEN:

Lac Ste. Anne County, a municipal corporation within The meaning of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26

DRAFT

AND

"Municipality XX", a municipal corporation within The meaning of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26

WHEREAS an emergency or disaster could affect a Party to such a degree that their resources would be inadequate to cope with the situation;

AND WHEREAS all Parties recognize that combined preparedness, response, and recovery to a shared emergency event is mutually beneficial and provides an efficient use of resources;

AND WHEREAS the Parties desire to form a relationship for the development of an emergency management program to meet the requirements under the applicable provincial acts and regulations;

AND WHEREAS, Section 54(1)(a) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, authorizes that a municipality may provide any service or thing that it provides within its municipal boundaries in another municipality, but only with the agreement of the other municipality;

AND WHEREAS Section 551(1) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, authorizes that in an emergency a municipality may take whatever actions or measures are necessary to eliminate the emergency;

AND WHEREAS Section 11(c) of the *Emergency Management Act*, R.S.A. 2000, Chapter E-6.8, authorizes that a local authority may enter into agreements with and makes payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs;

AND WHEREAS Lac Ste. Anne County has the knowledge and expertise to lead the comprehensive development, activation, and ongoing review of a municipal emergency plan and program;

AND WHEREAS all Parties have agreed to pay for the Emergency or Disaster assistance to be provided pursuant to the terms, covenant, and conditions of this Agreement;

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NOW THEREFORE in consideration of the mutual covenants and premises set forth herein, the Parties agree as follows:

1. In this Agreement, the following words and terms shall have the following meaning:
  - a) "Agreement" shall mean this Emergency Management Services Agreement;
  - b) "Assistance" shall mean any Emergency or Disaster aid services, with corresponding trained personnel, equipment, and materials as required to operate such equipment, including Incident Command System (ICS) trained staffing and resources that a Responding Party can provide to a Requesting Party;
  - c) "Authorized Representative" shall mean the Director of Emergency Management, or designate, for a Party
  - d) "Declaration of a State of Emergency" shall be the meaning given in Section 18 of the *Emergency Management Act*;
  - e) "Declaration of a State of Local Emergency" shall be the meaning given in Section 21 of the *Emergency Management Act*;
  - f) "Director of Emergency Management (DEM)" shall be the meaning given in Section 11.2(2) of the *Emergency Management Act*, and considered to be the Authorized Representative for a Party;
  - g) "Disaster" shall mean an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property or the environment;
  - h) "Emergency" shall mean an event that requires prompt co-ordination of action or special regulations of persons or property to protect the safety, health or welfare of people or to limit damage to property or environment;
  - i) "Emergency Coordination Centre (EEC)" shall mean the gathering of resources and people, either in person, online, or both, in order to coordinate the response to a large Emergency or Disaster that required the activation of the Municipal Emergency Plan. Specific to the event, it may also be referred to as an Emergency Operations Centre (EOC) or Incident Command Post (ICP);
  - j) "Municipal Emergency Plan" shall mean a Party's emergency plans and programs approved pursuant to Section 11(b) of the *Emergency Management Act*;
  - k) "Per Incident Charges" shall mean the amounts determined by the Responding Party to be the fair and accurate fee for cost recovery of rendering Assistance;
  - l) "Requesting Party" shall mean that a Party to this Agreement which requests Assistance from another Party to this Agreement;
  - m) "Responding Party" shall mean a Party to this Agreement which responds to the request for Assistance from another Party to this Agreement;
  - n) The word "shall" is to be read and interpreted as mandatory;
  - o) The word "may" is to be read and interpreted as permissive; and
  - p) The word "Party" or "Parties" shall be read and interpreted as meaning those Parties to this Agreement and such Party's successors and permitted assigns.
2. This Agreement shall come into force and effect upon the date of its signing and shall remain in full force and effect until terminated by one of the Parties in accordance with the provisions of this Agreement.
3. This Agreement may be amended from time to time upon the mutual consent of all Parties hereto. Changes or additions may be introduced by way of a new agreement.

4. This Agreement shall remain in effect for five (5) years from the date of signature of all Parties, unless a Party provides notice of intention to terminate this Agreement under Clause 5.
5. Any one of the Parties may withdraw from this Agreement by providing the other Parties with two (2) years' written notice of its intention to withdraw. Any notice(s) under this Agreement shall be conclusively deemed to be sufficiently given if messenger delivered, mailed by registered mail, or sent electronically to the other Parties. Recipients of such notices shall be in accordance with Appendix "A".
6. In the event that Lac Ste. Anne County provides notice to withdraw from this Agreement, the County shall provide a comprehensive transition plan to ensure the smooth transfer of responsibilities.
7. No Party shall assign this Agreement.
8. The terms and conditions within this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the Parties.
9. The Parties further acknowledge and agree that they will comply with all legislation and regulations applicable to the provision of emergency management within the Province of Alberta.
10. The following are considered out of the scope of this Agreement, and will not be pursued or provided by Lac Ste. Anne County:
  - a) The creation of a Regional Emergency Management Commission that includes Lac Ste. Anne County;
  - b) Any delegation of authority to Lac Ste. Anne County requiring a provincial ministerial order;
  - c) Acceptance of DEM role on behalf of a Party;
  - d) Setup of a local Emergency Coordination Centre outside of established Lac Ste. Anne County designated sites; and
  - e) Travel expenses to attend training for municipal staff of the other Parties to this Agreement.
11. This Agreement has been developed in accordance with and dictates the authority as described within the Province of Alberta *Emergency Management Act*, R.S.A. 2000, Chapter E-6.8, and *Local Authority Emergency Management Regulation*, A.R. 203/2018.
12. Lac Ste. Anne County shall provide emergency management services to the other Parties for the purpose of assisting with developing, maintaining, and supporting an emergency management program for all Parties with the requirement that:
  - a) Ongoing emergency management services requires a strong partnership and commitment from each Party receiving services;
  - b) Each Party receiving emergency management services agrees to pay Lac Ste. Anne County a one (1) time capital investment fee, in the sum of five thousand dollars (\$5,000.00), payable upon signatory assignment of this Agreement;
  - c) Each Party receiving emergency management services agrees to pay Lac Ste. Anne County an annual services fee in the sum of \_\_\_\_\_, payable each year;
  - d) Each Party receiving emergency management services agrees to pay an additional fee of \_\_\_\_\_ for any additional developed parcels of lands created during the term of this Agreement; and
  - e) This fee is not pro-rated based on the signing date or termination date of this Agreement.

13. The annual fee shall be for the provision of the following emergency management services by Lac Ste. Anne County:
  - a) Host and administer value-added training;
  - b) Host and administer Municipal Elected Officials training;
  - c) Host annual exercises, or tabletop exercises that could include industry and partner stakeholders from time to time;
  - d) Facilitate Annual Audit meetings with the Alberta Emergency Management Agency (AEMA);
  - e) Conduct annual Municipal Emergency Plan (MEP) reviews and develop strategies to address concerns identified by AEMA;
  - f) Organize annual Emergency Advisory Committee meetings and MEP review for each Party;
  - g) Organize annual Emergency Management Agency meetings and MEP review for each Party;
  - h) Conduct annual review of Hazard and Risk Assessments for each Party; and
  - i) Incorporate Emergency Social Services (ESS) planning for all Parties as it relates to evacuations, or other situations requiring Registration and / or Reception Centres.
  
14. Parties receiving emergency management services from Lac Ste. Anne County shall have the following responsibilities:
  - a) Comply with all requirements for local authorities under the *Emergency Management Act*, R.S.A. 2000, Chapter E-6.8, as amended from time to time, as well as under the *Local Authority Emergency Management Regulation*, A.R. 203/2018, as amended from time to time;
  - b) In addition to appointing a DEM, make arrangements for the appointment of one (1) or more Deputy Directors of Emergency Management;
  - c) Provide their respective DEM to the ECC to fill the position of Incident Commander for the duration of an event;
  - d) Ensure all assigned municipal staff complete training sessions to meet all regulatory requirements;
  - e) Fully participate in Annual Audit meetings conducted by AEMA;
  - f) Provide a contact list, and any updates thereto, of municipal representatives and ECC staff;
  - g) Provide a minimum of one (1) representative for the ECC, unless alternative arrangements are made with the Lac Ste. Anne County DEM; and
  - h) Activate the Municipal Emergency Plan after consultation with the Lac Ste. Anne County DEM.
  
15. Lac Ste. Anne County, on a case-by-case basis, may also provide additional emergency management services not covered within the scope of this Agreement that may include:
  - a) Locally hosted public education events;
  - b) Activation of the Lac Ste. Anne County ECC, including staffing as required, to support the organization of a response and transition to recovery from an event; and
  - c) Lac Ste. Anne County shall charge for additional emergency management services on a cost-recovery basis and such charge shall be divided between all Parties that utilize the additional emergency management services on a pro-rata basis dependent on the impacted population and land area for any given incident or activity requiring those services, as assessed by Lac Ste. Anne County solely (see Appendix C).
  
16. The Parties to this Agreement shall use a mutually agreed upon system to provide notification of emergency conditions that may affect the private or public sector interests. Information regarding the Disaster or Emergency shall be provided with as much notice as possible to allow for monitoring, and for the identification of resource and support requirements in a timely

fashion. This information shall be provided to the DEM or Authorized Representative of each Party to this Agreement (see Appendix A).

17. Requests for Assistance in accordance with the following procedures:
  - a) The Requesting Party DEM shall make a written request for Assistance using the Request Form (see Appendix B);
  - b) A request for Assistance may be made verbally, but must be confirmed in writing by the Requesting Party's DEM within 24 hours of the verbal request;
  - c) Where the Responding Party receives a request for Assistance from someone other than the DEM of the Requesting Party, the Responding Party shall confirm, through reasonable means, the request with the DEM of the Requesting Party, prior to responding to the request for Assistance; and
  - d) Parties to this Agreement may, at any time, request Assistance in accordance with provisions of this Agreement. For greater clarity, the provision of Assistance is intended to apply to emergent circumstances and will not be requested to compensate for service level, or resource shortfalls, in either Party's normal course of business.
18. Subject to the terms and conditions of this Agreement, the Parties agree that they will endeavour to provide emergency management services Assistance to another Party upon request, however the Parties acknowledge and agree that there may be circumstances in which Assistance cannot be provided. Without restricting the generality of the forgoing, Assistance may be refused when the Responding Party or its authorized representative deems it imprudent, unsafe, beyond the scope of services normally offered or without available resources to provide such Assistance. At all times, whether or not Assistance, will be provided, and the nature of the Assistance to be provided, if any, will be in the unfettered and sole discretion of the Responding Party. The decision not to provide or to provide a portion of the requested Assistance shall not prejudice any Parties' rights or effect any other obligations the Parties have under this Agreement.
19. The Requesting Party may, after initiating a request for Assistance, cancel the request at any time. When the Responding Party is informed through an on-scene authorized representative of Requesting Party of the cancellation, the Responding Party shall make all efforts to remove equipment, apparatus, and personnel, as soon as is reasonably possible. Response fees may still apply for the portion of the emergency management services to the request for Assistance until the cancellation was received by the Responding Party and the equipment, apparatus, and personnel, are back in service.
20. The Responding Party may, after responding to a request for Assistance, withdraw its Assistance in the event that the Responding Party, or the Responding Party's authorized representative deems it prudent or desirable to withdraw Assistance. Without restricting the generality of the forgoing, Assistance may be withdrawn if the Responding Party's equipment or services are required elsewhere, or it is deemed to be unsafe to provide, or continue providing, Assistance.
21. Costs and expenditures incurred in the provision of Assistance shall be invoiced in accordance with the following procedure:
  - a) A Responding Party shall keep records and accounts of costs and expenditures incurred through the provision of Assistance to a Requesting Party. Records shall include Incident Command System forms such as ICS 214 and ICS 213 RR as examples;

- b) A Responding Party shall provide an itemized invoice of the costs and expenditures to the Requesting Party within 90 days unless otherwise agreed to between the Requesting and Requesting Parties;
  - c) Cost recovery invoicing shall be paid in accordance with the invoicing policy and procedures of the Responding Party and the Requesting Party shall pay all invoices within 60 days of receipt; and
  - d) In the case of a dispute as to the monies owing, the Parties will follow the dispute resolution as outlined in Clause 21.
22. Nothing in this Agreement, nor any parts of the acts of any Party, shall be construed, implied, or deemed to create a relationship of agency, partnership, joint venture, or employment as between the Parties, or any of them, and none of the Parties have the authority to bind any part to this Agreement to any obligation of any kind.
23. Any dispute between the Parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement, is to be resolved by the Parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:
- a) Negotiation;
  - b) Mediation. Unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the Arbitration and Mediation Society of Alberta;
  - c) Arbitration by mutual consent. Unless otherwise agreed to in writing by the Parties, arbitration is to be by way of a single arbitrator pursuant to the Arbitration Act of Alberta; or
  - d) Legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary unless otherwise agreed to in writing by the Parties, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in the Clause have been used and followed in good faith.

24. The Responding Party shall not be liable to the Requesting Party for any failure of, or delay in, the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen from "Force Majeure" which, for the purposes of this Agreement, means any cause not within the reasonable control of the Responding Party including without limitation, interruption of telecommunications any utility service, acts of God, strikes, or other industrial disturbances, acts of war, epidemics or pandemics, or civil disturbance. Where a Party is prevented from carrying out its obligations hereunder due to Force Majeure, the Party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other Party and shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.
25. The Responding Party will not be liable for any injury or damage caused directly or indirectly by the failure to respond to a request for Assistance, for a delay in responding to a request for Assistance, for a mechanical or operational failure of any Assistance give, including failure of the equipment provided, or resulting from any Assistance given in an Emergency or Disaster.
26. The Requesting Party shall indemnify and save harmless the Responding Party, including its officials, officers, agents, employees, personnel, and volunteers, from and against all claims for damages or losses, costs, damages, injury or expense to person or property of every nature or

kind whatsoever arising out of, or in any way attributable to the provision of, or failure to, provide Assistance, delay in providing Assistance, mechanical or operations failure of any Assistance given, including failure of the equipment provided or from any Assistance give, whether resulting from any negligence, but excluding gross negligence, or other action on the part of the Responding Part, its officers, agents, employees, personnel, or volunteers.

27. The Requesting Party hereby remises, releases and discharges the Responding Party, its successors and assigns of all and from all manner of actions, causes of action or claims and demands of every nature of kind which the Requesting party may have against the Responding Party be reason or any breach of the Agreement on the part of the Responding Party.
28. Notwithstanding anything to the contrary in the Agreement, no Party to this Agreement shall have any liability to the other whatsoever for any losses, claims, demands, actions, payment, judgements, costs or expenses whatsoever that a Party may incur due to the other Party's refusal or inability to provide Operational Aid upon request.
29. During the term of this Agreement, the Parties hereto shall each, at its respective cost and expense, maintain in full force and effect General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and / or property damage and any other insurance that is mutually agreed to by the Parties hereto and reasonably obtainable by both. Each Party is required to name all other Parties to this Agreement as additional name insureds on such insurance policies.
30. Should any term, covenant, or condition, of this Agreement or the application thereof to any Party, or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement, or application of such term, covenant, or conditions to a Party or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, convenient, or condition, of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
31. This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts have signed one (1) document, all such counterparts shall together constitute, and be construed as, one and the same instrument, and each such counterpart shall, notwithstanding the date of its execution, be deemed to bear the date first above written.

IN WITNESS WHEREOF, the Parties hereto have set their seals and hand of their proper officials in that behalf on the day herein first above written.

**Lac Ste. Anne County**

\_\_\_\_\_  
Reeve  
\_\_\_\_\_

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County Manager

**Municipality X**

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Mayor

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**svsouthview@outlook.com**

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**From:** Municipal Information Services <ma.updates@gov.ab.ca>  
**Sent:** October 30, 2023 3:12 PM  
**To:** svsouthview@outlook.com  
**Cc:** ! ADMINISTRATION; Municipal Information Services  
**Subject:** 2022 Municipal Indicator Results: Summer Village of South View (0288)  
**Attachments:** 2022\_MI\_Summer\_Village\_of\_South\_View\_0288.xlsx; ma-municipal-indicators.pdf

Wendy Wildman  
Chief Administrative Officer  
Summer Village of South View

Dear Wendy,

Alberta Municipal Affairs annually reports a performance measure that identifies the percentage of municipalities deemed to 'not face potential long term viability challenges based on their financial and governance indicators'. This performance measure is used as a benchmark for measuring the ministry's efforts to ensure Albertans live in viable municipalities and communities with responsible, collaborative and accountable local governments.

The performance measure is based on analysis of 13 municipal indicators. Each of the 13 municipal indicators has a defined benchmark. A municipality is 'not deemed to face potential long term viability challenges' as long as it does not flag a critical indicator or three or more non-critical indicators.

Your municipality did not meet the threshold for one or more indicators. The attached Excel file shows the indicator(s) where your municipality did not meet the defined benchmark in the 2022 financial year.

The benchmarks established by Municipal Affairs for each indicator provide a general indication of acceptable risks. However, a municipality may have unique circumstances or alternative strategies that justify a different result. Therefore, we ask you to complete the attached Excel template to provide your feedback or any explanatory information about your performance on the identified indicator(s). Your responses will be included in the Municipal Indicator Dashboard ([www.alberta.ca/municipal-indicators](http://www.alberta.ca/municipal-indicators)).

If you require assistance completing the feedback form, or need information about the future release of indicator results, please call, toll-free at 310-0000, then 780-427-2225, and ask to speak to a member of the Information Services Team or email [ma.updates@gov.ab.ca](mailto:ma.updates@gov.ab.ca).

Thank you,

Gary Sandberg  
Assistant Deputy Minister

Attachment: 2022 Municipal Indicator Result Feedback Form (Excel file)

cc: Heather Luhtala, Chief Financial Officer

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