



March 12, 2013

Tuesday, March 12, 2013

Start time 10:00 AM

AGENDA

1. **CALL TO ORDER**
2. **MINUTES**
 - 2.1 **FEBRUARY 12, 2013 (2013/02/12)**
3. **BANK RECONCILIATION**
4. **ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA**
5. **BUSINESS ARISING FROM MINUTES**
 - 5.1. **TOWN OF ELK POINT - TRANSFER STATION JOINT USE & OPERATION AGREEMENT**
 - 5.2. **BRIDGE FOR FOX SUBDIVISION IN HAMLET OF MALLAIG**
 - 5.3. **LEASE NE 2-62-12-W4**
6. **DELEGATION**
 - 6.1. **11:30 A.M. - STAFF SERGEANT WADE TROTTIER**
7. **NEW BUSINESS**
 - 7.1. **2013 LAND LEASES**
 - 7.2. **COMMUNITY WATER CONSULTATION WORKSHOP - FEB. 27**
 - 7.3. **ALBERTA WATER WASTEWATER OPERATOR SEMINAR - MARCH 11-15**
 - 7.4. **GROWING RURAL TOURISM CONFERENCE - APRIL 8-10, 2013**
 - 7.5. **ALBERTA ASSESSORS' ASSOCIATION ANNUAL CONFERENCE - APRIL 22-26**
 - 7.6. **2013 PROVINCIAL ASB TOUR - JULY 8 - 11**
 - 7.7. **BYLAW NO. 2013-04 LICENCE ROAD ALLOWANCE BETWEEN SE 17 AND SW 16-59-11-W4**
 - 7.8. **BYLAW NO. 2013-06 - WELL DRILLING EQUIPMENT TAX**
 - 7.9. **BYLAW NO. 2013-07 - AMEND LUB - REZONE PNE 35-58-10-W4**
 - 7.10. **EMERGENT RESOLUTION - FUNDING OF APPROVED WATER FOR LIFE PROJECTS BASED ON ACTUAL COSTS**
 - 7.11. **SCOPE CHANGE - ASHMONT/LOTTIE LAKE TRANSMISSION LINE**
 - 7.12. **SAFETY CODES SERVICES AGREEMENT**

- 7.13. **REQUEST TO WAIVE PERMIT FEES - ST. PAUL ALLIANCE CHURCH**
- 7.14. **TRANSPORTATION GRANT - ST. PAUL SENIOR CITIZENS CLUB**
- 7.15. **REQUEST FOR PROCEEDS FROM RODEO SUPPER**
- 7.16. **LETTER FROM COUNTY LIBRARY BOARD**
- 7.17. **CONTINUED FULL OPERATION OF ELK POINT HEALTH CENTRE**
- 7.18. **REQUEST - ELK POINT GOLF & COUNTRY CLUB**
- 7.19. **ACCESS TO NW 22-55-8-W4**
- 7.20. **LAKELANDER'S TRAILER CLUB**
- 7.21. **IN CAMERA ITEM**

- 8. **CORRESPONDENCE**

- 9. **REPORTS**
 - 9.1. **CAO REPORT**
 - 9.2. **REPORTS**

- 10. **UPCOMING MEETINGS**
 - 10.1. **MARCH 15 @ 9:00 A.M. - 3:00 P.M. - BUDGET MEETING**
 - 10.2. **MARCH 18-20 - AAMD&C SPRING CONVENTION**
 - 10.3. **MARCH 26 @ 10:00 A.M. - PUBLIC WORKS**
 - 10.4. **MARCH 26 @ 1:00 P.M. - MEETING WITH GRAVEL PIT OPERATORS/OWNERS**
 - 10.5. **MARCH 27 @ 1:00 P.M. - 4:30 P.M. - BUDGET MEETING**
 - 10.6. **MARCH 28 @ 9:00 A.M. - 3:00 P.M. - BUDGET MEETING**
 - 10.7. **APRIL 3 @ 4:30 P.M. - JOINT MEETING WITH TOWN OF ST. PAUL**

- 11. **FINANCIAL**
 - 11.1. **LISTING OF ACCOUNTS PAYABLE**
 - 11.2. **COUNCIL FEES**
 - 11.3. **BUDGET TO ACTUAL - NONE THIS MONTH**

- 12. **ADJOURNMENT**



February 12, 2013

Start time : 10:00 AM

MINUTES

CALL TO ORDER

The 614th meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:00 a.m., Tuesday, February 12, 2013 at the County Office in St. Paul, there being present the following:

Reeve Steve Upham	
Councillor Glen Ockerman	Division 1
Councillor Dwight Dach	Division 2
Councillor Cliff Martin	Division 3
Councillor Maxine Fodness	Division 4
Councillor Frank Sloan	Division 5
Councillor Alphonse Corbiere	Division 6
Sheila Kitz	CAO
Tim Mahdiuk	Assistant CAO
Phyllis Corbiere	Executive Assistant
Leo deMoissac	Public Works Superintendent

MINUTES

Resolution #CM20130212.1001

Moved By: Councillor Alphonse Corbiere

Motion to approve minutes of the January 15, 2013 Council Meeting as presented.

CARRIED

BANK RECONCILIATION

Resolution #CM20130212.1002

Moved By: Councillor Cliff Martin

Motion to adopt the Bank Reconciliation for the month of January, 2013.

CARRIED

ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA

Janice Huser with the St. Paul Journal entered the meeting at 10:08 a.m.

The following additions were made to the agenda:

7.28 Resolution for Water for Life Grant

7.29 Chlorination Workshop - April 30 - May 2

Resolution #CM20130212.1003

Moved By: Councillor Maxine Fodness

Motion to adopt the agenda for the Regular Meeting of Council for February 12, 2013 with the above noted additions.

CARRIED

ARMISTICE HALL

Resolution #CM20130212.1004

Moved By: Councillor Maxine Fodness

Motion to table a decision on how to proceed with the Armistice Hall pending more information on the parcel of land, including size, set backs and market value.

CARRIED

**LEASE NE
2-62-12-W4**

Resolution #CM20130212.1005

Moved By: Councillor Glen Ockerman
Motion to table a decision on whether or not to lease the NE 2-62-12-W4 until the interested parties are made aware of the condition of the fence on the north side of the property.

CARRIED

**ASB RENTAL
EQUIPMENT
RATES**

Resolution #CM20130212.1006

Moved By: Councillor Cliff Martin
Motion to adjust the following rates for ASB Equipment Rentals, which will be included in the Fee Schedule Bylaw:

- Post Pounder \$80/day, \$160/weekend
- 16' Land Roller \$3.00/acre minimum charge \$225
- 30' Land Roller \$3.00/acre minimum charge \$300

CARRIED

**GRAVEL SALES
POLICY - PW-59**

Resolution #CM20130212.1007

Moved By: Councillor Cliff Martin
That Policy PW-59 Gravel Sales be approved as amended effective February 12, 2013.

CARRIED

Resolution #CM20130212.1008

Motion by Councillor Frank Sloan to include the fees for private gravel sales in the Fee Schedule Bylaw at a rate of \$15.00/cubic yard for the first 20 yards and \$25/cubic yard for the next 80 cubic yards up to a maximum of 100 yards per rural address.

Councillor Frank Sloan requested a recorded vote.

Votes:

In Favour: Councillor Alphonse Corbiere, Councillor Cliff Martin, Councillor Frank Sloan, Councillor Glen Ockerman, Reeve Steve Upham

Opposed: Councillor Dwight Dach, Councillor Maxine Fodness

CARRIED

**10:30 A.M. -
BYLAW NO.
2013-01 - AMEND
LUB - REZONE
PSW 25-57-7-W4
FROM AG TO
IND/COMM.**

Resolution #CM20130212.1009

Moved By: Councillor Cliff Martin
Motion to adjourn the meeting and proceed to public hearing scheduled for 10:30 a.m. to discuss Bylaw No. 2013-01, which is a bylaw to amend Land Use Bylaw No. 1486 as it relates to rezoning PSW 25-57-7-W4 from Agricultural to Industrial/Commercial. Time: 10:51 a.m.

CARRIED

Councillor Glen Ockerman left the Council Room at 10:52 a.m.

Reeve Upham declared the Public Hearing open at 10:53 a.m. with all members of Council present except Councillor Ockerman.

Crystal St. Arnault informed Council that the public hearing was advertised in accordance with section 606 of the M.G.A. and the adjacent landowners were notified.

There were no written submissions and no one was present to speak either for or against the proposed rezoning.

Reeve Upham declared public hearing closed and called the meeting back to order at 10:55 a.m.

Councillor Glen Ockerman entered the meeting at 10:54 a.m. but abstained from voting as he was absent during the public hearing.

Resolution #CM20130212.1010

Moved By: Councillor Maxine Fodness
Motion to give second reading to Bylaw No. 2013-01.

CARRIED

Resolution #CM20130212.1011

Moved By: Councillor Alphonse Corbiere

Motion to give third and final reading to Bylaw No. 2013-01.

CARRIED

PARKS FEES

Resolution #CM20130212.1012

Moved By: Councillor Frank Sloan

Motion to increase the fees for powered and non-powered sites at Westcove by \$3.00 per night and to increase the fees for powered and non-powered sites at Floatingstone, Lac Bellevue, and Stony Lake by \$5.00 per night.

CARRIED

2013 PARKS SALARY APPROVAL

Resolution #CM20130212.1013

Moved By: Councillor Cliff Martin

Motion to approve the recommendations of the Salary Negotiation Committee as it pertains to the monthly salary for Parks Employees effective January 1, 2013.

CARRIED

APPROACH DEPOSIT POLICY DEV-88

Resolution #CM20130212.1014

Moved By: Councillor Cliff Martin

To approve Approach Deposit Policy DEV-88, which sets out the rules for residents who require an approach as part of their subdivision application.

CARRIED

2013 LAND LEASES

Councillor Glen Ockerman left the Council room at 10:58 as he is a lessee in the following item.

Resolution #CM20130212.1015

Moved By: Councillor Alphonse Corbiere

Motion to approve the following land leases for renewal for 2013:

- NW 31-55-4-W4 Larry Bazian
- SW 16-58-5-W4 Glen Ockerman
- PNW 20-56-10-W4, St. Paul Grazing Reserve
 Lot A, Plan 7620846
- PNE 6-60-10-W4 Don Imeson
- W 1/2 NE 24-60-10-W4 Phil Amyotte
- NE 33-62-10-W4 Mardell & Michael Thompson
- NE 34-62-10-W4 Mardell & Michael Thompson
- NW 34-62-10-W4 Mardell & Michael Thompson

CARRIED

Glen Ockerman entered the Council room at 10:59 a.m.

CRITICAL INCIDENT STRESS MGMNT TRAINING

Resolution #CM20130212.1016

Moved By: Councillor Maxine Fodness

Motion to approve Janice Fodchuk to attend the three day Critical Incident Stress Management Training Session from March 5-7, 2013 in Cold Lake.

CARRIED

EOEP - SERVICE DELIVERY - MARCH 18

Resolution #CM20130212.1017

Moved By: Councillor Dwight Dach

Motion to approve any Councillor who is available to attend the EOEP Service Delivery Course on March 18, 2013 in Edmonton.

CARRIED

**COMMUNITY
PLANNING
ASSOCIATION
CONFERENCE -
APR. 15-17**

Resolution #CM20130212.1018

Moved By: Councillor Alphonse Corbiere

Motion to approve Dennis Bergheim, Krystle Fedoretz, Crystal St. Arnault and any members of Council who are available to attend the Community Planning Association Conference from April 15-17, 2013 in Red Deer.

CARRIED

**ALBERTA
LIBRARY
CONFERENCE -
APR. 25-28**

Resolution #CM20130212.1019

Moved By: Councillor Dwight Dach

Motion to approve Betty Way, Secretary of the Library Board, to attend the Alberta Library Conference from April 25-28, 2013 in Jasper.

CARRIED

**11:00 A.M. -
BYLAW NO.
2013-02 - AMEND
LUB - REZONE
PSW 7-58-8-W4
FROM AG TO
CR(2)**

Resolution #CM20130212.1020

Moved By: Councillor Maxine Fodness

Motion to adjourn the meeting and proceed to public hearing scheduled for 11:00 a.m. to discuss Bylaw No. 2013-02, which is a bylaw to amend Land Use Bylaw No. 1486 as it relates to rezoning PSW 7-58-8-W4 from Agricultural to Country Residential (2).

CARRIED

Reeve Upham called the public hearing to order at 11:00 a.m. with all members of Council present.

Crystal St. Arnault informed Council that the purpose of the Public Hearing is to amend Land Use Bylaw No. 1486 as it relates to rezoning PSW 7-58-8-W4 from Agricultural to Country Residential (2).

She informed Council that the Public Hearing was advertised in accordance with section 606 of the M.G.A. and the adjacent landowners were notified.

She read a written submission from Ernest Boulianne who is objecting to the proposed rezoning as he does not feel the road is in wide enough for the extra traffic and there are sharp corners making it unsafe. There were no written submissions in favor of the proposed rezoning.

No one was present to speak for or against the proposed rezoning.

Reeve Upham declared public hearing closed and called the meeting back to order at 11:02 a.m.

Resolution #CM20130212.1021

Moved By: Councillor Cliff Martin

Motion to give second reading to Bylaw No. 2013-02.

CARRIED

Resolution #CM20130212.1022

Moved By: Councillor Frank Sloan

Motion to give third and final reading to Bylaw No. 2013-02.

CARRIED

**AB RECREATION
FACILITY
PERSONNEL
CONF.**

Resolution #CM20130212.1023

Moved By: Councillor Alphonse Corbiere

Motion to approve Tim Mahdiuk and Ken Warholik to attend the 2013 ARFP Conference from April 28 to May 1, 2013 in Canmore.

CARRIED

**2013 MUNICIPAL
ADMINISTRATION
LEADERSHIP
WORKSHOP -
MAY 14-17**

Originated By: Sheila Kitz

Resolution #CM20130212.1024

Moved By: Councillor Maxine Fodness

Motion to approve Sheila Kitz and the Municipal Intern to attend the Municipal Administration Leadership Workshop from May 14-17, 2013 in Kananaskis.

CARRIED

**2013 FCM
CONFERENCE -
MAY 31 - JUNE 1**

Resolution #CM20130212.1025

Moved By: Councillor Dwight Dach
Motion to approve any Councillor who is available to attend the FCM Conference from May 31 to June 3, 2013 in Vancouver.

CARRIED

**FUNDING
REQUEST FOR
2013 ALBERTA
FRANCOPHONE
GAMES**

Resolution #CM20130212.1026

Moved By: Councillor Cliff Martin
Motion to provide a financial contribution of \$600 for the Saturday Night Social at the 2013 Alberta Francophone Games which will be held from May 17 to 19, 2013 in St. Paul.

Votes:

In Favour: Councillor Alphonse Corbiere, Councillor Cliff Martin, Councillor Dwight Dach, Councillor Frank Sloan, Councillor Maxine Fodness, Reeve Steve Upham

Opposed: Councillor Glen Ockerman

CARRIED

**FUNDING
REQUEST - ST.
PAUL SPLASH
PARK**

Resolution #CM20130212.1027

Moved By: Councillor Frank Sloan
Motion to deny the request for funding from the St. Paul Splash Park Committee

CARRIED

**REQUEST TO
HOST BEEF ON A
BUN - ST. PAUL
DISTRICT 4-H
COUNCIL**

Originated By: pcorbiere

Resolution #CM20130212.1028

Moved By: Councillor Dwight Dach
Motion to support the St. Paul District 4-H by providing beef on a bun for the Annual Show and Sale on June 3, 2013, as per policy Per-12.

CARRIED

**NEWALTA
REQUEST TO
CANCEL PROP.
TAXES**

Resolution #CM20130212.1029

Moved By: Councillor Maxine Fodness
Motion to cancel the penalties on Roll 60001440 in the amount of \$1,558.96, as per section 347 of the M.G.A..

CARRIED

**DATE FOR
PUBLIC AUCTION
OF LANDS**

Originated By: Sheila Kitz

Resolution #CM20130212.1030

Moved By: Councillor Cliff Martin
Motion to set the date for the Public Auction of Lands for May 14, 2013 at 1:30 p.m.

CARRIED

**UNIFORM
QUALITY
MANAGEMENT
PLAN**

Resolution #CM20130212.1031

Moved By: Councillor Cliff Martin
Motion to approve the County of St. Paul Uniform Quality Management Plan, which describes the disciplines and extent of safety services that the County will provide as an accredited body under the direction of the Safety Codes Council.

CARRIED

**LAC LA BICHE
COUNTY -
MEDEVAC
SERVICES**

Resolution #CM20130212.1032

Moved By: Councillor Dwight Dach
Motion to file the letter from Lac La Biche County regarding medevac service for information.

CARRIED

**ROAD
CONSTRUCTION
EASEMENTS**

Resolution #CM20130212.1033

Moved By: Councillor Alphonse Corbiere
Motion to approve the following easements for road construction purposes. Backsloping and County to fence or pay compensation for fencing:

Rge Rd 72, South of Hwy 646, Project 2C134, 1 Mile

SW 26-56-7-W4 Vernon & Rock Sharkey
PSW 26-56-7-W4 Dustin & Jenna Sharkey
NW 26-56-7-W4 Delhart & Sylvia Smith
SW 27-56-7-W4 Emjay Enterprises Inc.
E 1/2 NE 27-56-7-W4 Gary Kozicky

Twp Rd 580 East of Rge Rd 90, Project 3C133, 1 Mile

SW 6-58-8-W4 Dean & Lee Wiart
SE 6-58-8-W4 1370088 AB Ltd. & 1370146 AB Ltd.
NW 31-57-8-W4 Romeo & Patricia Fontaine
PNE 31-57-8-W4 Bruce & Judy Thompson
NE 31-57-8-W4 1370088 AB Ltd. & 1370146 AB Ltd.

Rge Rd 94 North of Twp Rd 582, Project 4C132, 1/2 Mile

PSW 16 -58-9-W4 Rose Marie Gill
PSW 16-58-9-W4 Elden & Christine Warkentin
S 1/2 SW 16-58-9-W4 Victor & Rita Gill
PSE 17-58-9-W4 Norman Dallaire & 948347 AB Ltd.
PSE 17-58-9-W4 Alphonse VanBrabant & Jim Pederson

CARRIED

**STAFFING
RECRUITMENT
AND RETENTION
FOR MEDICAL
SERVICES**

Resolution #CM20130212.1034

Moved By: Councillor Glen Ockerman
Motion to make a commitment of \$5000 to the Elk Point Staffing Recruitment Medical Professionals Committee to be used for staffing incentives and refer the request to the 2013 budget for consideration for additional funding.

CARRIED

**POTENTIAL
CHANGES TO
LINDBERGH
POST OFFICE**

Resolution #CM20130212.1035

Moved By: Councillor Frank Sloan
Motion to file the letter from Canada Post which states that the Lindbergh post office will no longer be offering Saturday service.

CARRIED

**BYLAW 2013-03
FEE SCHEDULE
BYLAW**

Resolution #CM20130212.1036

Moved By: Councillor Glen Ockerman
Motion to give first reading to Bylaw No. 2013-03, Fee Schedule Bylaw, which puts the municipal fees for goods and services provided by the Municipality in one Bylaw.

CARRIED

Resolution #CM20130212.1037

Moved By: Councillor Maxine Fodness
Motion to give second reading to Bylaw No. 2013-03.

CARRIED

Resolution #CM20130212.1038

Moved By: Councillor Cliff Martin
Motion to present Bylaw No. 2013-03 at this meeting for third and final reading.

CARRIED UNANIMOUSLY

Resolution #CM20130212.1039

Moved By: Councillor Frank Sloan
Motion to give third and final reading to Bylaw No. 2013-03.

CARRIED

**BYLAW 2013-05 -
COMMUNITY
AGGREGATE
PAYMENT LEVY**

Resolution #CM20130212.1040

Moved By: Councillor Cliff Martin
Motion to give first reading to Bylaw No. 2013-05, Community Aggregate Payment Levy.

Councillor Glen Ockerman requested a recorded vote.

Votes:

In Councillor Cliff Martin, Councillor Frank Sloan, Councillor
Favour: Maxine Fodness, Reeve Steve Upham

Opposed: Councillor Alphonse Corbiere, Councillor Dwight Dach,
Councillor Glen Ockerman

CARRIED

Administration will set up a meeting with pit operators and landowners to get feedback on the proposed levy.

**DATE FOR
SPECIAL MTG.**

Item removed from Agenda - not required.

**RESOLUTION
FOR WATER FOR
LIFE GRANT**

Resolution #CM20130212.1041

Moved By: Councillor Alphonse Corbiere
Motion to apply for a Water for Life Grant for funding to bring water to Mallaig.

CARRIED

**AWWOA
CHLORINATION
WORKSHOP**

Resolution #CM20130212.1042

Moved By: Councillor Dwight Dach
Motion to approve Danny Weinmeier, Dwayne Newby and Bryce Bodnar to attend the Chlorination Workshop offered by the AWWOA on from April 29 to May 2, 2013 in Red Deer.

CARRIED

CAO REPORT

CAO Sheila Kitz read her report aloud to Council.

Resolution #CM20130212.1043

Moved By: Councillor Alphonse Corbiere
Motion to file as information.

CARRIED

**BUDGET TO
ACTUAL - NIL**

Nil

**LISTING OF
ACCOUNTS
PAYABLE**

Resolution #CM20130212.1044

Moved By: Councillor Alphonse Corbiere
Motion to file the listing of Accounts Payable as circulated:

<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>
16688	Jan. 10, 2013	16491-19521	\$502,069.86
16708	Jan. 19, 2013	16522-16538	\$258,945.62
16710	Jan. 19, 2013	16539-16577	\$303,502.95
16724	Jan. 28, 2013	16578-16588	\$ 38,814.06

CARRIED

COUNCIL FEES

Resolution #CM20130212.1045

Moved By: Councillor Cliff Martin
Motion to approve the Council Fees for the Month of January, 2013 as circulated.

CARRIED

IN CAMERA

Resolution #CM20130212.1046

Moved By: Councillor Cliff Martin

Motion to go in camera to discuss a land issue at 12:28 p.m.

CARRIED

Resolution #CM20130212.1047

Moved By: Councillor Cliff Martin

Motion to revert to an open meeting. Time: 12:44 p.m.

CARRIED

ADJOURNMENT

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 12:45 p.m.

These minutes approved this 12th day of March, 2013.

Reeve

Chief Administrative Officer



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

5.1. TOWN OF ELK POINT - TRANSFER STATION JOINT USE & OPERATION AGREEMENT

#20130301002

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The Town of Elk Point has approved the Joint Use and Operation Agreement.

Recommendation

Motion to approve the Transfer Station Joint Use and Operation Agreement with the Town of Elk Point.

Additional Information

Originated By : pcorbiere

**TRANSFER STATION
JOINT USE AND OPERATION AGREEMENT**

THIS AGREEMENT MADE THIS 01 DAY OF JANUARY, 2013.

BETWEEN:

**THE TOWN OF ELK POINT
Hereinafter called "the Town"**

- and -

**THE COUNTY OF ST. PAUL NO. 19
Hereinafter called "the County"**

WHEREAS the Town has established a Level 1 Class III Transfer Station at SW 36-65-7-W4;

AND WHEREAS the County and the Town have reached an agreement, which sets out the terms and conditions for the joint use of the Transfer Station;

AND WHEREAS this agreement will become effective January 1, 2013;

NOW THEREFORE and in consideration of the mutual covenants and undertakings herein, the County and the Town agree as follows:

OPERATIONAL RESPONSIBILITIES

1. The Town shall provide all operational services for the Transfer Station including, without limitation, maintaining the site, roads, fencing and manning the site (two days a week).
2. The Town shall operate the Transfer Station as a prudent operator of a Transfer Station and shall comply with any directions and orders issued by the appropriate regulatory agency.
3. The County shall be responsible to empty all County owned bins (wet garbage containers weekly and pesticide, herbicide and metal containers as required).

OPERATIONAL COSTS

4. The Town and County agree to share the costs equally for the operation of the transfer station.
5. The Town will provide a budget for each municipality to review and approve prior to December of each year.

6. The Town agrees to bear the entire expense for removal of the refuse from the Town bins.
7. The County agrees to bear the entire expense for removal for the refuse from the County bins.

SITE OPERATION

8. The parties agree that for the convenience and operation of the Transfer Station separate areas shall be established and clearly identified for the storage and disposal of:
 - a. scrap metal, appliances, tire separation and other iron wastes;
 - b. pesticides and chemical containers; and
 - c. clean, burnable refuse such as building demolition and tree prunings.
9. All work performed at the site shall be authorized by the Town.
10. Schedule "A" Dumping Fees will apply to certain materials.
11. Commercial dumping by pre-approved appointment only.
12. No dumping without a Town issued pass.

PAYMENT

13. The County shall remit monthly payments to the Town based on 50% of the monthly approved budget with reconciliation to take place prior to the final payment of the year.

FORCE MAJEURE CLAUSE

14. Failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent it is caused by occurrences beyond the control of the party affected, including, but not limited to decrees or orders of government (Federal and/or Provincial) acts of God, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). In the event that performance of this agreement in the reasonable opinion of either party is made impossible by Force Majeure, then either party shall so notify the other in writing, and the County shall either:
 - a. notify the contractor that this agreement shall be deemed to have been terminated by the Town immediately; or




- b. require the completion of the performance of this agreement with such adjustments as are required by the existence of the Force Majeure and as are agreed upon by both parties. Upon the termination of the Force Majeure the parties shall resume their obligations in accordance with the terms of this agreement.

LENGTH OF AGREEMENT/RENEWAL


- 15. This agreement shall remain in full force from the effective date until amended or terminated by either party, provided that the party wishing to amend or terminate this agreement shall give to the other party one (1) year notice in writing of its intention to amend or to terminate.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and corporate seals on the date and year first above written.

TOWN OF ELK POINT

Per: 

Mayor

Per: 

Administrator

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
Chief Administrative Officer

SCHEDULE "A"

Fridges, Freezers, Water Coolers		\$ 20.00
Unbagged Leaves, Grass, Garden Waste for Composing.....		No Charge
Trees, Shrubs, Burnables		No Charge
Salvageable Scrap Metal		No Charge
Environmental Friendly Demolition Material	1 Ton	\$ 50.00
	½ Ton	\$ 30.00
Material (Burnable)		No Charge
Shingles/General Demolition/Cement	1 Ton	\$ 50.00
	½ Ton.....	\$ 30.00
Mixed Load	1 Ton	\$100.00
	½ Ton	\$ 60.00
Pre approved Tires Only		No Charge
Wet Batteries (Cars)		No Charge
Dry Batteries (Dry Cell)		No Charge



Transfer Station (2013) Budget

Revenue

Fees	\$	5,000.00
County of St. Paul-(\$4,500.00/per month)	\$	54,000.00
Total	\$	<u>59,000.00</u>

Expenditures

Salaries	\$	22,000.00
Employer Contribution	\$	6,000.00
Hired Services (Packing Dry pit 4 times)	\$	6,000.00
Travel Transfer Station	\$	1,000.00
Insurance	\$	500.00
Utilities	\$	500.00
Tipping Fees (Metal) & Hauling	\$	2,000.00
Tipping Fees (Ashes) & Hauling	\$	6,000.00
Pit Replacement (6 years Captial Reserve)	\$	5,000.00
Public Works (Equipment & Operators)	\$	60,000.00
Total	\$	<u>109,000.00</u>

Usage:

County 60%

Town 40%



Issue Summary Report

5.2. BRIDGE FOR FOX SUBDIVISION IN HAMLET OF MALLAIG

#20130301001

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

At the December meeting, Council was presented with a request from the Mallaig Chamber of Commerce to install a bridge at the south and west end of the new subdivision and provide an access path from the subdivision to the churches, recreation facilities etc. The original proposal for the pathway through private property was unsuccessful. We have now received a letter from the Mallaig Parish Council requesting that council consider developing a pathway on the west and north side of the Church (on property owned by the diocese). This walkway would serve as an access to the new subdivision.

Dennis Bergheim has been in contact with the Mallaig Parish Council and he will be in to speak with Council about the proposed bridge, walkway and costs. This project would fit the criteria for the CIP Grant.

If Council decides to proceed with installing the bridge and designating a walkway, they have the following options:

- Register an easement on the land owned by the diocese.
- Request the diocese to transfer the land to the County and register it as a separate title designating it as a Public Utility Lane (would require approximately 15-20 feet).

Recommendation

Council to decide if they will proceed with the bridge and/or walkway for Fox Subdivision in Mallaig.

Additional Information

Originated By : dbergheim

Appendix 1 for 5.2.: Letter from Parish Council

L. Katerynych
Box 95
Mallaig AB
TOA 2KO
780-635-3856

January 22, 2013

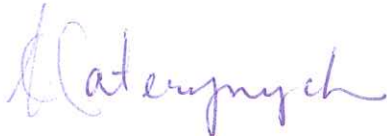
Dennis Bergheim
County of St. Paul
St. Paul AB

The parish council of the Mallaig Catholic Church has looked into the issue of providing a pathway through the church yard for people from the new subdivision to access recreation facilities on the south end of town.

We believe that a possible pathway would be directly west of the Church. As well, we feel that the construction of a sidewalk would be desirable as it would discourage people from forming several foot paths through that area.

Sincerely,

Lise Katerynych
(Chairperson of the Parish Pastoral committee)



NOTES

Wed Jan 23/13

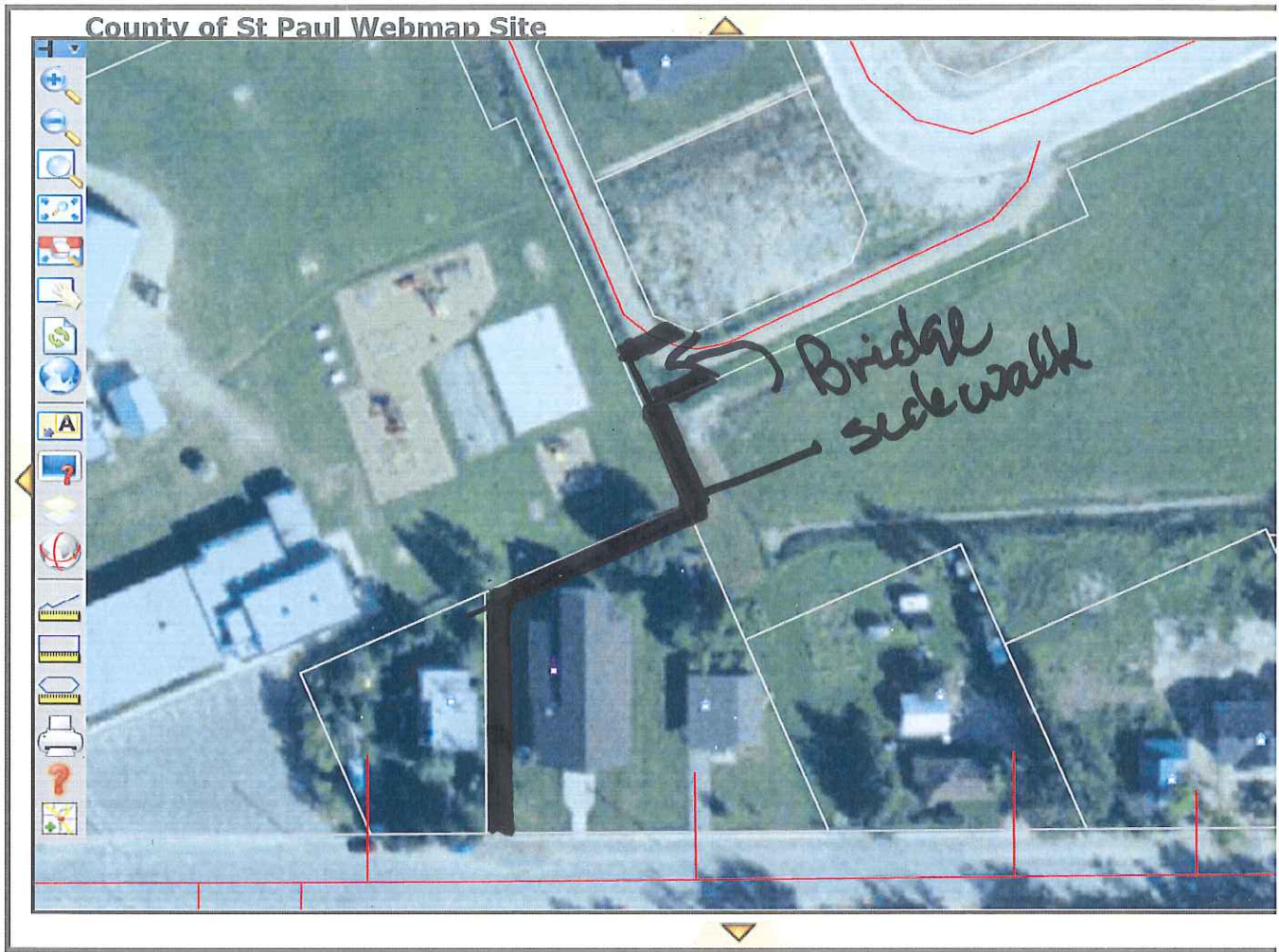
County of St. Paul

Mallain Parish Council Finance Committee

Enclosed you will find a proposal by the Parish Finance Committee proposing a walkway from the new subdivision to the area of the catholic church, arena, curling rink, senior hall as well as the community center. An easement will be gotten for the Diocese of St. Paul to make this happen.

Yours truly
Jaime Dechane
Sec of Finance Committee.

Jane Christensen (Finance Committee)



100 Ft
100 M



Current Scale 1: 1049

Proposed
side walk.
For new subdivision

HOURS
8 AM - 9:30 AM
11:30 AM - 1:30 PM
3 PM - 4:30 PM

MESSE DIMANCHE	SUNDAY MASS
	10:30 A.M.
WEEKDAY MASS	7:30 P.M.
635-3830	

EGLIS





Issue Summary Report

5.3. LEASE NE 2-62-12-W4

#20130306004

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

At the February Meeting, Council made a motion to table a decision on whether or not to lease the NE 2-62-12-W4 until both parties are made aware of the condition of the fence.

Administration contacted the interested party and informed them that the fence on the north end would have to be built and that the adjacent landowner has already brushed the fence line. Attached are pictures that show the brushing that was done on the fence line. The clearing is approximately 13 metres wide from tree line to tree line.

The letter that was sent to the adjacent landowner stated that if there is more than one interested party, the name of the lessee will be drawn out of a hat.

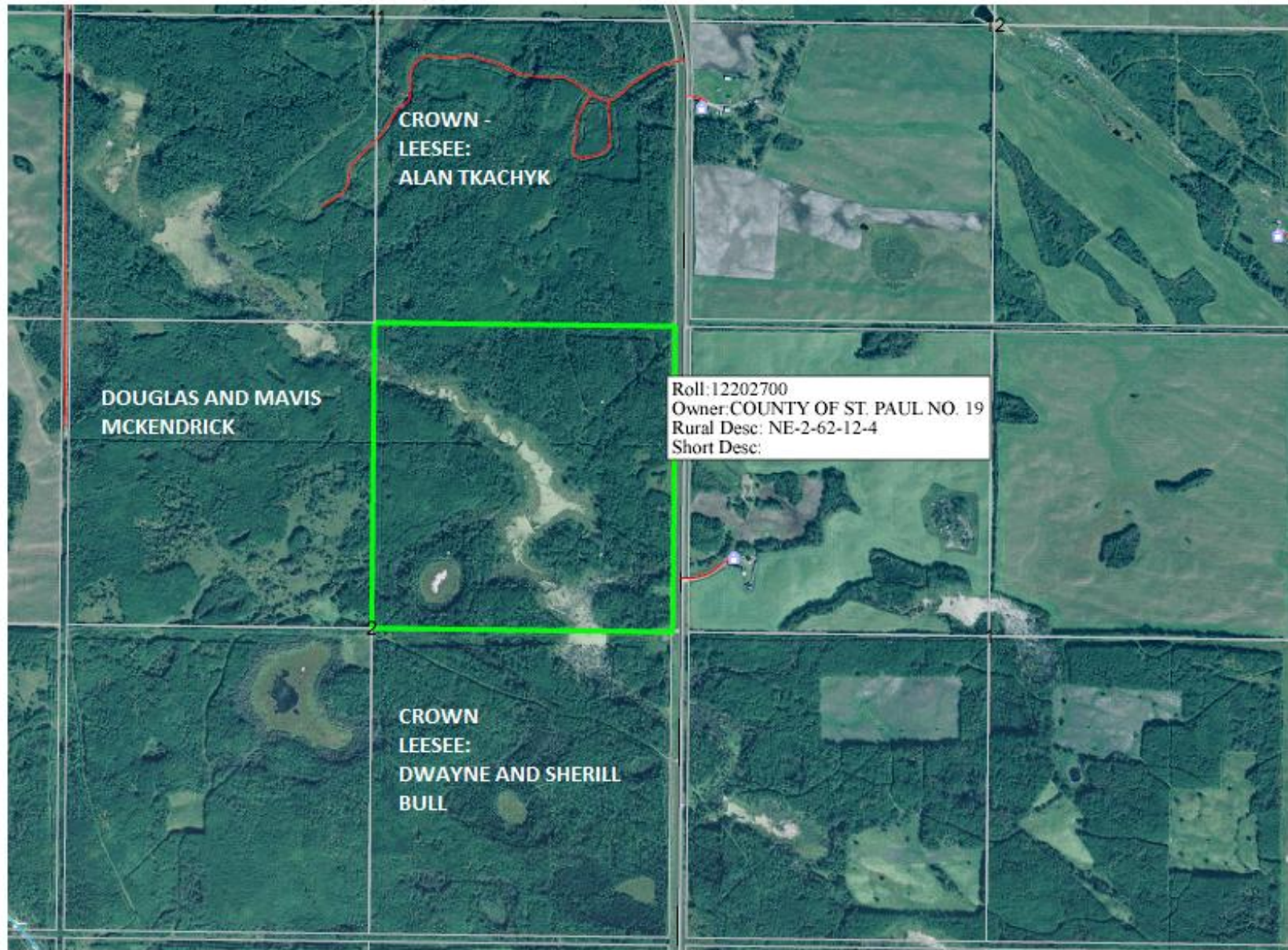
Recommendation

Council to draw the name from a hat to determine who the County will lease the NE 2-62-12-W4 to.

Motion to lease the NE 2-62-12-W4 for a one-year term (or five-year term) effective January 1, 2013.

Additional Information

Originated By : pcorbiere



Appendix 2 for 5.3.: Letter to Adjacent Landowners

January 23, 2013

RE: N.E. 2-62-12-4

At the Council meeting held on January 15, 2012, a motion was made to advise the adjacent land owners that the above property will be available for lease on a yearly basis until which time County Council decides to put the property up for sale within the next 5 years. The County would like all interested parties to know that the fence between the properties is likely in disrepair and the County has no intention of changing the condition of the fence. It is our understanding that the fence along Secondary Highway 866 is in good condition.

If you are interested in leasing the above property please notify me in writing by Friday, February 8, 2013. The cost of the lease for 2013 will be \$258.31. Should the County have more than one adjacent landowner interested in leasing the property, the successful party will be drawn from a hat. All interested parties will be notified accordingly.

If you are the successful lessee, the County will also require a \$2,000,000.00 comprehensive general public liability insurance covering this property. A copy of proof of insurance will have to be submitted along with signed copies of the lease agreements and payment.

If you have any questions concerning the above, please do not hesitate to contact me at (780) 645-3301 extension 212.

Yours truly,

Linda Meger
GIS/Assessment and Taxation
Technician

Appendix 3 for 5.3.: Brushing on Fenceline









County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

6.1. 11:30 A.M. - STAFF SERGEANT WADE TROTTIER

#20130301003

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Staff Sgt. Wade Trottier will attend the meeting to provide Council with an update and Police Priority Planning,

Additional Information

Originated By : pcorbiere



Issue Summary Report

7.1. 2013 LAND LEASES

#20130305001

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The following land leases are being presented for renewal for the year 2013:

SW 18-56-3-W4	Lanni Bristow
PNE 8-56-4-W4	Craig Lorensen

Section 61 of the M.G.A. allows a municipality to grant rights with respect to its property.

Recommendation

Motion to approve the following land leases for renewal for 2013:

SW 18-56-3-W4	Lanni Bristow
PNE 8-56-4-W4	Craig Lorensen

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.2. COMMUNITY WATER CONSULTATION WORKSHOP - FEB. 27 #20130306001

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The Community Water Consultation Workshop was held at Willow Prairie Hall by LaCorey on February 27, 2013.

Recommendation

Motion to ratify Councillor Cliff Martin's attendance at the Community Water Consultation Workshop on February 27 in LaCorey.

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.3. ALBERTA WATER WASTEWATER OPERATOR SEMINAR - MARCH 11-15

#20130215001

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The Alberta Water and Wastewater Operators Training Conference will be held March 11-15, 2013 in Banff.

Recommendation

Motion to approve Danny Weinmeier to attend the Alberta Water and Wastewater Operators Training Conference from March 11 to 15, 2013 in Banff.

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.4. GROWING RURAL TOURISM CONFERENCE - APRIL 8-10, 2013 #20130211001

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The Growing Rural Tourism Conference will be held April 8-10, 2013 in Camrose. The Agenda for the Conference can be viewed online at www.growingruraltourism.ca. Registration for the Conference is \$315.

This conference conflicts with the April Council Meeting.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.5. ALBERTA ASSESSORS' ASSOCIATION ANNUAL CONFERENCE - #20130305004 APRIL 22-26

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The 53rd Annual Alberta Assessors' Association Conference will be held April 22-26, 2013 in Edmonton.

Recommendation

Motion to approve Glenn Zayac and Marion Yacyshyn to attend the 2013 Alberta Assessors' Association Conference in Edmonton from April 22-26, 2013.

Additional Information

Originated By : pcorbiere

Appendix 1 for 7.5.: AB Assessors Assn Conference

Alberta Assessors' Association 2013 Conference

Winning Together



2013 Pre-Conference and Conference Program Outline

~Refreshments provided each day between 10 a.m. and 10:30 a.m., depending on the day's schedule.~

Monday April 22

7:30 a.m. – 9:00 a.m. Registration Check-in
9:00 a.m. – 4:00 p.m. Pre-Conference Education Courses

Tuesday April 23

7:30 a.m. – 9:00 a.m. Registration Check-in
9:00 a.m. – 4:00 p.m. Pre-Conference Education Courses
6:00 p.m. – 11:00 p.m. Landlink Consulting Ltd. - Evaluator Seminar (To register call 1-888-671-1111)
7:00 p.m. – 10:00 p.m. Compass Municipal Services Inc. - User Group Meeting

Wednesday April 24

7:30 a.m. – 4:00 p.m. Registration Check-in
7:30 a.m. – 8:45 a.m. Breakfast (Buffet Service)
9:00 a.m. – 10:00 a.m. Rural and Urban Assessors Meetings
10:00 a.m. – 10:30 a.m. Candidates and Sponsors Information Session
10:30 a.m. – 12:00 p.m. MGA Review with Legislative Policy Committee and AAA Parliamentarian
12:30 p.m. – 1:30 p.m. Lunch
1:30 p.m. – 2:30 p.m. Alberta Municipal Affairs Bearpit and "Open Houses" Session
3:00 p.m. – 5:00 p.m. Battle of Assessors Hockey Game
5:00 p.m. – 7:00 p.m. Hospitality Reception – Sponsored by RMRF
5:30 p.m. – 8:30 p.m. President's Dinner (by invitation only)
7:00 p.m. – 11:00 p.m. Icebreaker Reception – Performance by Jason Greeley

Thursday April 25

7:30 a.m. – 4:00 p.m. Registration Check-in
7:30 a.m. – 8:30 a.m. Breakfast (Buffet)
8:30 a.m. – 9:00 a.m. Opening Ceremonies and Greetings
9:00 a.m. – 10:15 a.m. Keynote – Dallas Arcand
10:30 a.m. – 12:00 p.m. Concurrent Workshops
12:00 p.m. – 1:00 p.m. Lunch
1:15 p.m. – 2:00 p.m. Website Review
2:00 p.m. – 3:30 p.m. Alberta Assessors' Association Annual General Meeting
4:00 p.m. – 5:30 p.m. Hospitality Reception – Sponsored by Brownlee Law
6:00 p.m. – 11:00 p.m. Assessors' Banquet/Auction

Friday April 26

7:30 a.m. – 9:00 a.m. Registration Check-in
7:30 a.m. – 8:30 a.m. Breakfast (Buffet Service)
9:00 a.m. – 10:30 a.m. Concurrent Workshops
10:45 a.m. – 12:15 p.m. Concurrent Workshops



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.6. 2013 PROVINCIAL ASB TOUR - JULY 8 - 11

#20130305003

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The 2013 Provincial ASB Tour will be held July 8 to 12, 2013 in Bonnyville.

Eight rooms have been booked at the Days Inn in Bonnyville and there is information attached about camping stalls. Stalls not booked will be released by June 15, 2013.

Recommendation

Motion to approve all of Council, Dennis Bergheim, Jack Vanden Berg, Keith Kornelson and Sheila Kitz to attend the 2013 Provincial ASB Summer Tour from July 8 to 11, 2013 in Bonnyville.

Additional Information

Originated By : pcorbiere



Host Campsites:

Centennial Centre RV Park: -4313-50th Ave located on the South overflow parking lot at our Tour Hosting Venue: the Centennial Centre. Gravel pads, no power, no fire pits. On site running water and portable potties.

\$17/Unit per night

Please book with your ASB Tour Registration Package

40+ Stalls have been pre-reserved.

These stalls have been pre-reserved from July 7th-11th, 2013. Please request/indicate this campsite on your registration form when you register.

Muriel Lake ONLY:

Muriel Lake M.D. Park: - 12 km's east off of Highway 28 (just before the Town of Bonnyville) on Township Road 610 and 6 km's south on Range Road 452 (watch for signs.) Featuring two non-power group areas, two ball diamonds with playground, eight kms of hiking/biking/ski trails, horseshoe pits, store, coin-operated showers and laundry, tap water, trailer dumping station, firewood for sale, beach, washrooms and playground.

16 Km's to Bonnyville

\$20/Unit per night with power

\$17/Unit per night non-power

54 Powered Stalls/ 39 Non-Power Stalls/ 2 Group Non-Power Stalls

These stalls have been pre-reserved from July 5th – 14th, 2013. Please attach this form with your registration to save your spots.

Muriel Lake Camping Dates: _____

Number of Camping Stalls: _____

Size of Units: _____

Credit Card: VISA Master Card

Credit Card Name: _____

Credit Card Number: _____

Expiry Date: _____

Contact Name: _____

Contact Phone Number: _____

Driver's License: _____

Send to: kkalinski@md.bonnyville.ab.ca, or fax to 780.826.4524. For further information please contact Karen at 780.826.3171.



Other Camping Locations in Our Area:

Only selected stalls have been pre reserved from July 5th -14th, 2013.

All stalls NOT booked will be released by June 15th, 2013.

Crane Lake East M.D. Park: - 25 km west of Cold Lake along Highway 55 and 5 km north. 29 non-power campsites. Fire pits and firewood available to purchase, camp kitchen, hand pump water well, boat launch and dock, fish cleaning stand, beach, playground and swimming area.

38 Km's to Bonnyville

\$17/Unit per night non-power

10 Stalls have been pre-reserved. Bookings open May 1st, 2013.

Call 1.888.866.3171 to book. (First come first serve)

Cold Lake M.D. Campground: - 1st Ave. in Cold Lake North west of Kinosoo Beach. Picnic area, playground, coin showers and laundry, lookout platform, fire pits, firewood for sale, beach and swimming area. Power hook ups and flush toilets.

48 Km's to Bonnyville

\$22/Unit per night with power

\$24/Unit/night with power lakefront

15 Stalls have been pre-reserved. Bookings begin April 1st, 2013.

Call 780.639.4121 to book. (First come first serve)

Franchere Provincial Recreation Area: Off Hwy 41

20 Km's to Bonnyville

\$29/Unit per night with power

\$23/Unit per night non-power

Book online at www.reserve.albertaparks.ca or call 1.877.537.2757 starting May 15th, 2013.

Moose Lake Provincial Park: Off Highway 41

14 Km's to Bonnyville

\$29/Unit per night with Power

\$23/Unit per night non-power

Book online at www.reserve.albertaparks.ca or call 1.877.537.2757 starting May 15th, 2013.

Vezeau Beach Park: - 5 Km's west of Bonnyville on Highway 28

5 Km's to Bonnyville

\$45/Unit per night Lakefront

\$40/Unit per night Backside

Campsite opens April 20th, 2013. Reservations call 780.826.6337

All Campsites are booked on a first come first serve basis, and fill up fast. For more information please visit www.md.bonnyville.ab.ca go to the Visitor tab, scroll down to Bonnyville/Cold Lake Adventure Guide.



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.7. BYLAW NO. 2013-04 LICENCE ROAD ALLOWANCE BETWEEN SE 17 AND SW 16-59-11-W4

#20130205006

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Alan Tkachyk is applying for a licence agreement for the undeveloped road allowance situated between SE 17-59-11-W4 and SW 16-59-11-W4, for the sole purpose of grazing livestock. He owns the property on one side and is joint owner of the other side. The adjacent landowner has signed the consent form.

The County, under Section 18 of the M.G.A. has the direction, control and management of all roads within the municipality. Under Section 16 of the Highway Traffic Act, a municipality may grant a licence for the use of a road allowance.

After first reading the Bylaw must be advertised.

Recommendation

Motion to give first reading to Bylaw No. 2013-04, Licence Agreement for SE 17-59-11-W4 and SW 16-59-11-W4.

Additional Information

Originated By : debergheim

Appendix 1 for 7.7.: Licence Application - Tkachyk

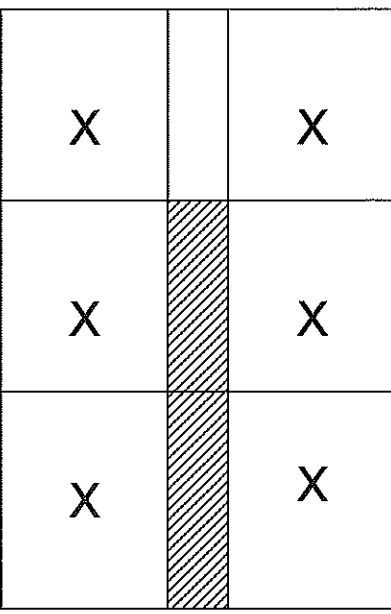
Section 7 - Adjacent Landowner Consent to License an Undeveloped Road Allowance (Each adjacent landowner must complete a copy of this form)

I Allan Tkachyk am (are) applying to obtain a license to
Full name(s) of applicant(s)
occupy the undeveloped road allowance situated Between SE 17-59-11 and SW 16-59-11
provide legal location
for the sole purpose of Grazing Livestock
Describe in detail the intended use

If improvements or alterations are required in order to undertake the above stated activity please detail the type and extent of the improvements required: _____
Detail the improvements

The application for a license to occupy an undeveloped road allowance requires that I obtain consent from all adjacent landowners abutting the proposed license area.

“Abutting” means any property (indicated by “X”) touching the road allowance which is being closed, unless it is separated by another road allowance.



Tkachyk 17807257912 >> 1780 936 7449



CONSENT:

Having been informed of the proposed license application, and I Beverly Chaba
Name of landowner

Owner of SE 17-59-11-W4 have no objection to ALLAN TKACHYK
Provide legal location Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Signed [Signature]

Date Feb. 4/2013

Witness [Signature]

Date _____

CONSENT:

Having been informed of the proposed license application, and I _____
Name of landowner

Owner of _____ have no objection to _____
Provide legal location Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Signed _____

Date _____

Witness _____

Date _____

CONSENT:

Having been informed of the proposed license application, and I _____
Name of landowner

Owner of _____ have no objection to _____
Provide legal location Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Signed _____

Date _____

Witness _____

Date _____



1
4 Km

Current Scale 1: 8400



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.8. BYLAW NO. 2013-06 - WELL DRILLING EQUIPMENT TAX

#20130305010

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Bylaw No. 2013-06 is being presented to Council to approve a Well Drilling Equipment Tax Bylaw which allows a Municipality to impose a tax in respect of equipment used to drill a well for which a license is required under the Oil and Gas Conservation Act.

Section 187 of the M.G.A. states that all Bylaws must have 3 distinct and separate readings.

Recommendation

Motion to give 1st reading to Bylaw No. 2013-06.

Motion to give 2nd reading to Bylaw No. 2013-06.

Motion to present Bylaw No. 2013-06 at this meeting for 3rd reading.

Motion to give 3rd reading to Bylaw No. 2013-06.

Additional Information

Originated By : skitz

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2013-06

A Bylaw of the County of St. Paul in the Province of Alberta to impose a Well Drilling Equipment Tax in respect of equipment used to drill a well for which a license is required under the Oil and Gas Conservation Act.

WHEREAS pursuant to the provisions of Section 388 of the Municipal Government Act, SA 2000, Chapter M-26.1 and amendments thereto, the Council of the County of St. Paul duly assembled, may pass a well drilling equipment tax bylaw;

NOW THEREFORE, the Council of the County of St. Paul No. 19 duly assembled hereby enacts as follows:

- a) This bylaw imposes a tax on all equipment used to drill a well for which a license is required under the Oil and Gas Conservation Act.
- b) The tax imposed by this bylaw must be paid by the person who holds the license required under the Oil and Gas Conservation Act in respect of the well being drilled.
- c) The amount of the tax imposed by this bylaw shall be calculated in accordance with the well drilling equipment tax rate prescribed by the Minister.

Bylaw No. 846 dated June 23, 1997 is hereby rescinded.

This Bylaw shall come into full force and effect upon the final passing thereof.

Read a first time in Council this day of March, A.D. 2013.

Read a second time in Council this day of , A.D. 2013.

Read a third time in Council this day of , A.D. 2013.

Reeve

Chief Administrative Officer



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.9. BYLAW NO. 2013-07 - AMEND LUB - REZONE PNE 35-58-10-W4 #20130305009

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Bylaw No. 2013-07 is being presented to Council to Amend the Land Use Bylaw No. 1486 as it relates to rezoning PNE 35-58-10-W4 from Agricultural to one lot of Industrial/Commercial and three lots of Country Residential 2.

After first reading, the Bylaw must be advertised according to Section 606 of the M.G.A. and a public hearing held according to Section 230 of the M.G.A.

The adjacent landowners will also be notified of the proposed rezoning.

Krystle Fedoretz will be in to speak with Council.

In 2012 the landowner submitted a request to rezone the property from Agricultural to one lot of Industrial Commercial and 3 lots of Country Residential 2, however at that time the Industrial Commercial lot was situated adjacent to the body of water.

Recommendation

Motion to give first reading to Bylaw No. 2013-01, to amend Land Use Bylaw No. 1486 as it relates to rezoning PNE 35-58-10-W4 from Agricultural to 1 lot of Industrial/Commercial and 3 lots of Country Residential.

Additional Information

Originated By : kfedoretz

THE COUNTY OF ST. PAUL NO. 19
LAND USE BYLAW

TO THE COUNCIL OF THE COUNTY OF ST. PAUL
APPLICATION FOR AMENDMENT TO THE LAND USE BYLAW NO. 1486

I/We make application to amend the Land Use Bylaw.

Applicant: Name Lewis + Scott Noel Telephone No. 800 645-4845
Address 4410-48AVE ST. PAUL ALBERTA
TOA 3A3

Registered Owner of Land:
Name Noel, Scott + Lewis Telephone No. 780-715-4959
Address 4410-48Ave St. Paul AB TOA 3A3
(If different from Applicant)

Description of Land: Parcel/Lot X Block X Registered Plan _____
or as described on Certificate of Title No. _____ NE Section 35
Twp. 58 Range 10 West of the 4th Meridian.

Situated within the County of St. Paul Land Use District.

Amendment applied for REZONING from Agricultural to Commercial Industrial
and Country Residential
From the following designated permitted Land Use(s). Two

To Country Residential Two (CR2) and 1 lot of Industrial Commercial (IC)
Land Use.

Reasons in support of this Application:

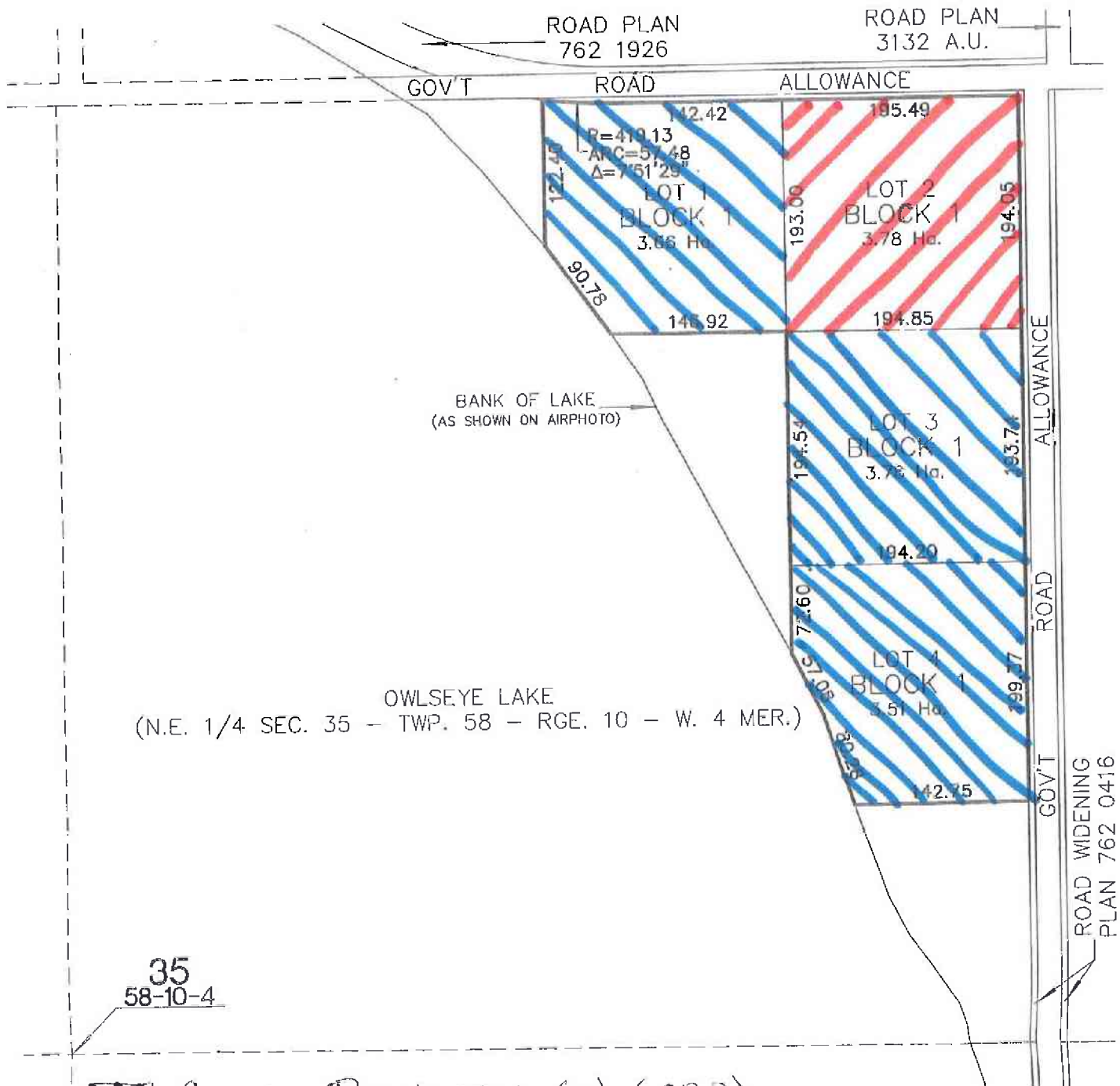
I/We enclose \$350.00 being the Application Fee.



Date FEB 14-2013 _____
Signature of Applicant or Registered Owner

Appendix 1 for 7.9.: Rezoning Application

Rezoning of

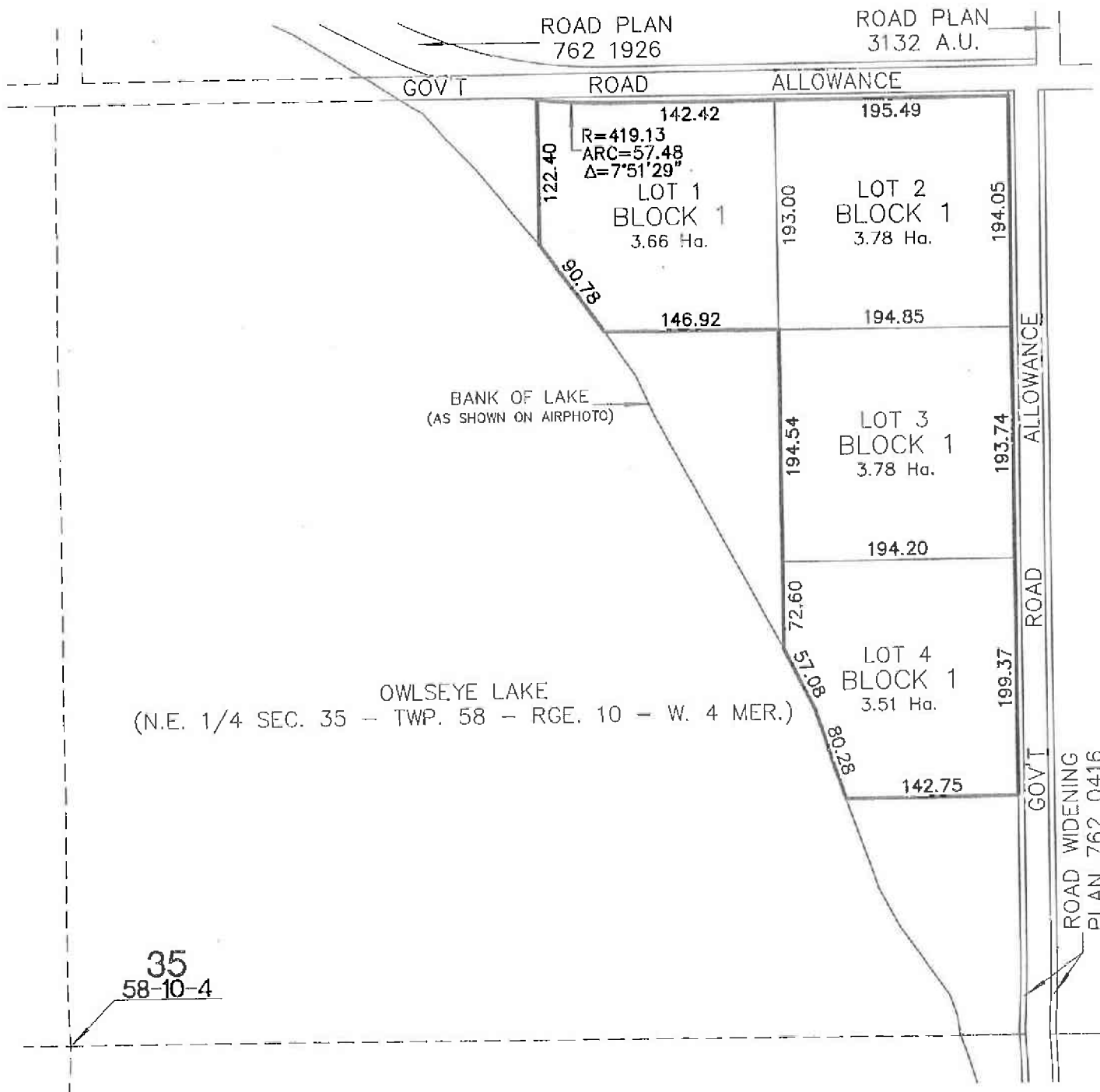
N.E. 1/4 SEC. 35 - TWP. 58 - RGE. 10 - W. 4 MER.
 COUNTY OF ST. PAUL, ALBERTA



-  Country Residential (2) (CR2)
-  Industrial Commercial (IC)

Appendix 1 for 7.9: Rezoning Application

N.E. 1/4 SEC. 35 - TWP. 58 - RGE. 10 - W. 4 MER.
 COUNTY OF ST. PAUL, ALBERTA



COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2013-07

A By-law of the County of St. Paul No. 19 in the Province of Alberta to amend the Land Use Bylaw No. 1486.

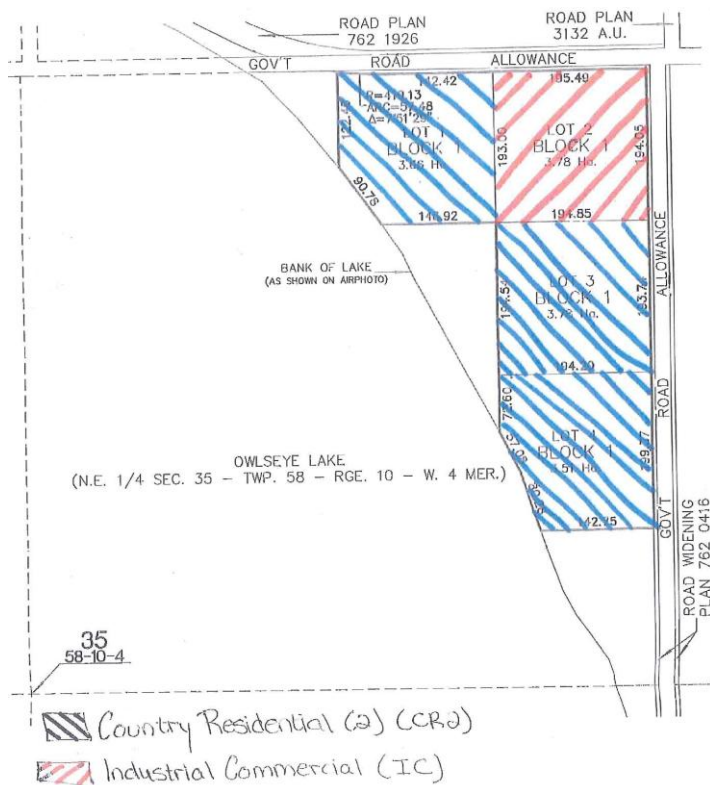
WHEREAS, it is deemed expedient to amend the Land Use Bylaw of the County of St. Paul No. 19 as set out in the Municipal Government Act, 2000 as amended.

NOW, THEREFORE, under the authority and subject to the provisions of the Municipal Government Act, 2000, as amended, and by virtue of all other powers it enabling, the Council of the County of St. Paul No. 19, hereby assembled, enacts as follows:

1. Bylaw No. 1486, Land Use District Map is hereby amended as follows:

FROM: Agricultural to 1 Lot of Industrial/Commercial (red) and 3 lots of Country Residential 2 (blue)

FOR: PNE 35-58-10-W4



Read a first time in Council this 12th day of March, A.D. 2013.

Advertised the day of A.D. 2013, and the day of , A.D. 2013 in the St. Paul Journal.

Read a second time in Council this day of , A.D. 2013.

Read a third time in Council this day of A.D. 2013 and duly passed this day of , A.D. 2013.

Reeve

Chief Administrative Officer



Issue Summary Report

7.10. EMERGENT RESOLUTION - FUNDING OF APPROVED WATER FOR LIFE PROJECTS BASED ON ACTUAL COSTS

#20130305006

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Further to the discussions at the February Public Works Meeting, attached is the final copy of the Emergent Resolution for Funding of Approved Water for Life Projects based on Actual Total Costs, which we are proposing to present at the AAMD&C Spring Convention.

The resolution is requesting that the AAMD&C advocate on the behalf of municipalities for the Government of Alberta to continue to fund "projects" through the Water for Life program at the approved percentage of the estimate rather than to the amount indicated in the approval letter to reflect actual cost; and

that the Government of Alberta ensures that current approved projects are funded based on actual total costs prior to the approval of new projects under the Water for Life Program.

Red Deer County Council passed a motion to second this resolution during the AAMD&C Convention.

Wetaskiwin County is willing to speak in favor of the resolution.

Recommendation

Motion to approve the Emergent Resolution for Funding of Approved Water for Life Projects Based on Actual Total Costs.

Additional Information

Originated By : pcorbiere

Resolution ?-13S

Funding of Approved Water for Life Projects Based on Actual Total Costs

County of St. Paul

WHEREAS municipalities are facing increasing funding challenges to address the infrastructure costs to develop new water and wastewater systems and maintain existing systems; and

WHEREAS municipalities throughout the province have received approval and funding for Water for Life projects for the development of new regional water and wastewater systems which are more cost-effective and/or environmentally desirable than independent systems; and

WHEREAS municipalities have commenced engineering and construction of these new projects in consultation with Alberta Transportation Water for Life consultants; and

WHEREAS these projects have exceeded original cost and engineering estimates due to current pricing, new technologies, etc., after the initial funding approval letter was received ; and

WHEREAS the Government of Alberta has historically provided funding of the project based on actual total costs rather than the approved amount; and

WHEREAS the Government of Alberta is hosting Water Conversations throughout the province and have indicated in their Water for Life Action Plan, item 1.5, need to “design and implement regional drinking water and wastewater solutions”;

WHEREAS in preparation for the Water Conversation, the Government of Alberta prepared a document titled *Our Water, Our Future* that validates the difficulty communities have to finance drinking water and wastewater systems through utility charges alone making it necessary to find ways to minimize or share these costs.

THEREFORE BE IT RESOLVED that the Alberta Association of Municipal Districts and Counties advocate on the behalf of municipalities for the Government of Alberta to continue to fund “projects” through the Water for Life program at the approved percentage of the estimate rather than to the amount indicated in the approval letter to reflect actual cost; and

FURTHER BE IT RESOLVED that the Government of Alberta ensures that current approved projects are funded based on actual total costs prior to the approval of new projects under the Water for Life Program.

Member Background

The County of St. Paul has two current projects occurring that have received Water for Life approval and funding. Both of these projects were based on a Regional Water

Appendix 1 for 7.10.: Emergent Resolution

Study that was conducted in 2008/09. The funding requested for these projects was based on the information and engineering estimates outlined in the Regional Water Study. In both of these projects current engineering estimates indicate that the projects will exceed the approval dollars granted in the approval letter received by the County /Elk Point/St. Paul Regional Water Commission.

The County in the first project has tendered out and constructed the water transmission line during the 2012 fiscal year. Currently the County is ready to tender out the new Water Treatment Plant to serve two (and in the future three) communities. Engineering estimates for this project show that the funding shortfall on this project will be an estimated \$1,500,000.

In the second project where the County is part of the Elk Point/St. Paul Regional Water Commission who requested the funding, the project is estimated to fall short approximately \$4,500,000 in order to complete all the components of the project.

Many of the projects applied for and approved in the province under this program are a direct result of municipalities being unable to comply with the Code of Practice prescribed by Alberta Environment and Sustainable Resource Development for their water or wastewater facilities. Therefore in an effort to come back into or remain in compliance, municipalities have joined together to work regionally to provide safe drinking water to their residents and efficient, sustainable wastewater solutions for their regions. Municipalities are forced to meet the regulations set by Alberta Environment and Sustainable Resource Development, but the funding for them to do these projects comes from Alberta Transportation.

The municipalities/regional groups undertaking the project as well as Alberta Transportation and Alberta Environment and Sustainable Resource Development work collectively to find the appropriate solution for the approved project. Inevitably some of these projects end up exceeding the cost projections indicated in the Water for Life application. In the past, Alberta Transportation has funded the project based on the percentage they approved in their approval letter, even if it exceeded the original approved amount. More recently municipalities have been told that they need to live within the approved “amount” and are responsible for the cost overruns to complete the project.

Having Alberta Transportation continue with the past practice of funding the project will allow municipalities and Regional Commissions to complete their projects ensuring that their residents will have safe, reliable, affordable utilities.

AAMDC Background



Issue Summary Report

7.11. SCOPE CHANGE - ASHMONT/LOTTIE LAKE TRANSMISSION LINE

#20130306012

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

As Council wants to transfer water from the Ashmont Water Treatment Plant to Lottie Lake prior to the new water treatment plant being built, we have had to do several scope changes to the Transmission Line project to accommodate the pumping of water. As such, Administration is presenting a scope change that is once again a project that was not considered in the Transmission Line portion of the project, but that would be required in the Water Treatment Plant phase - therefore is not an additional cost to the project overall. This scope change is for the controls, computers, and alarm systems at both Water Treatment Plants. The increase to the project at this point is \$49,854.20.

Please note that this additional expense forms part of the 2013 budget and does not exceed the approved amount of money for the overall project.

Recommendation

That Council approve Change Order #6 pertaining to the controls, computers, and alarm systems at the Ashmont and Lottie Lake water treatment plants in the amount of \$49,854.20.

Additional Information

Originated By : skitz

Ashmont / Lottie Lake Water Transmission Line

CHANGE ORDER# 6

date: February 27, 2013
 to: Rob Mephram, Beretta Pipeline Construction Ltd.
 from: Mohammed Elenany, Ph.D., P.Eng. Urban Systems Ltd.
 file #: 3144.0003.03-F
 project: **ASHMONT/LOTTIE LAKE TRANSMISSION LINE**

Refers to Contemplated Change Order # n/a

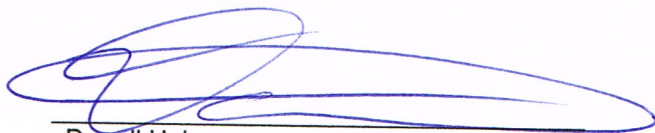
Description of Change to Contract:

Additional hardware and programming work to upgrade the Ashmont/Lottie Lake Control to be used in the interim condition as well as to suit the future operation for when the new Ashmont water treatment plant becomes operational, as per the attached quote from Nason Electric & Instrumentation, and 10% for overhead and contingency.

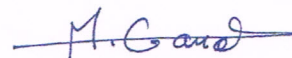
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Est. Qty</u>	<u>Est. Amt</u>
A19	Ashmont/Lottie Lake Control Upgrade				
A19.1	Replace PLC and HM1 computer at Lottie Lake (includes 10% overhead and contingency)	I.s.	42,759.20	1	\$ 42,759.20
A19.2	Alarming Upgrade Ashmont/Lottie Lake (includes 10% overhead and contingency)	I.s.	7,095.00	1	\$7,095.00

Change in Price (Increase): \$ 49,854.20

Change to Contract Schedule: none



Darrell Holman
Beretta Pipeline Construction Ltd.



Mohammed Elenany, Ph.D., P.Eng.
Contract Administrator

Sheila Kitz
Owner

**This Change Order is not in effect until signed by the Contractor,
the Contract Administrator and the Owner.**

U:\Projects_EDM\3144\0003\03\F-Financial\Change Orders\CO 6 Ashmont Lottie Lake Transmission Controls\2013-02-27 CO 6 Ashmont Lottie Lake Transmission Controls.docx



Email: ebadach@nason.ca
Phone: (780) 470-7121
Fax: (780) 418-6527

February 21, 2013

Beretta Pipeline Construction Ltd.
Box 21042
Lloydminster, AB
T9V-2S1

Attention: Darrell Holman

RE: Ashmont / Lottie Lake Control Upgrade

As discussed previously we are proposing a controls upgrade at the Ashmont/Lottie Lake site that will allow the upgraded hardware to be used in the future. The upgrade will involve a complete PLC/HMI replacement at the Lottie Lake site with a few minor upgrades at Ashmont. As the Ashmont site is slated for a complete infrastructure upgrade we are striving to keep the costs as minimal as possible for that site. We propose the following items with the associated costs

Replace PLC and HMI computer at Lottie Lake-\$38,872.00 + GST

This option replaces the existing Modicon PLC equipment to match the architecture of the new WTP at Ashmont. The new PLC would be an Allen-Bradley 1769-L23E-QBFC1B Compactlogix. To keep costs as low as possible we are proposing the use of a C-More 8" Color touch panel, model number EA7-T8C. When the new WTP is complete, these PLC components can easily be integrated into that SCADA system. The pressures, flows and other process values will be displayed and trended at the new WTP upon construction. This price includes for the following:

- Supply and Install new Allen-Bradley PLC in new control cabinet at Lottie Lake
- Representative HMI for local process and setpoints
- PLC programming for updated process
- Remote access for programmers via radio setup by Glentel
- Interim integration into existing Ashmont HMI displaying things such as flows pressures and alarms
- Remote access to Lottie Lake would no longer be needed or available to the operators

RE: Ashmont / Lottie Lake Control Upgrades

Alarming Upgrade Ashmont / Lottie Lake-\$6,450.00 + GST

This alarming addition will allow the alarms from Lottie Lake and Ashmont to be dialled out from the Ashmont site. The Lottie Lake alarms will be mapped over the radios to the existing Ashmont HMI and annunciated over the local telephone system. The price includes for the following:

- SCADAtec SCADApone alarm dialling software installed at Ashmont
- Mapping of all pertinent alarms from Lottie Lake
- Mapping of all pertinent alarms from Ashmont
- Set-up of operator call-out list
- Testing of alarm call-out with operators
- This option assumes that a working telephone line is available at the Ashmont WTP

Please feel free to contact us to discuss these items further if required.

Nason Electric and Instrumentation



Ed Badach
General Manager



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.12. SAFETY CODES SERVICES AGREEMENT

#20130305008

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Attached is the Safety Codes Services Agreement with Superior Safety Codes. Our last Agreement expired December 31, 2012 however Superior was in the process of upgrading the agreement to include more detail and it is just ready now. The new agreement refers to the Quality Management Plan which was approved by Council last month and the old agreement did not. The new agreement also includes the fee schedule as an attachment.

The remuneration for Superior Safety Codes remains at 70% of the permit fees.

Recommendation

Motion to approve the Safety Codes Services Agreement with Superior Safety Codes Inc. effective March 12, 2013.

Additional Information

Originated By : pcorbiere

SAFETY CODES SERVICES AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS 12th DAY OF March, 2013.

BETWEEN:

COUNTY OF ST. PAUL NO. 19
5015 – 49 Avenue
St. Paul, Alberta T0A 3A4
"The Municipality"

-and-

SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
"The Agency"

RECITALS

1. The County of St. Paul No. 19, hereafter known as "The Municipality", being an Accredited Municipality pursuant to the Safety Codes Act requires an Accredited Agency to provide Services within the corporate boundaries of the Municipality for the:

- **Building**
- **Electrical**
- **Plumbing, including sewage & private sewage systems**
- **Gas**

Disciplines in accordance with the Act and Schedule "A", being the Municipality's Quality Management Plans and Schedule "B", being the Municipality's Fee Schedule (attached).

Services included under this Fee Schedule are:

- Compliance
- Appeal
- Emergency
- Enforcement
- Investigation

Costs for extra services, such as; Consultative Services, (Non-Permitted Plans Reviews etc.) and Issuance of Variances, will be billed directly to the applicant by the Agency at the current rate.

2. The Agency agrees to provide those Services and has the right to conduct Services for the Municipality within the corporate boundaries of the Municipality and to be compensated for these services; and,

Appendix 1 for 7.12.: Safety Codes Agreement

3. The Municipality agrees to exclusively engage the Agency for the delivery of the Services listed in Recital Clause 1, pursuant to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the said parties covenant and agree as follows:

1 INTERPRETATIONS

1.1 Definitions

- a) "Accredited Agency " means a Corporation designated as an accredited agency under the Act;
- b) "Accredited Municipality" means a municipality that is designated as an accredited municipality under the Act;
- c) "Act" means the Safety Codes Act, as amended from time to time, including all regulations and codes enacted thereunder, or any other statute enacted in substitution therefore;
- d) "Agency" means Superior Safety Codes Inc. carrying on business as Superior Safety Codes Inc.;
- e) "Agreement" means this document, Schedule A (the Quality Management Plans for the Municipality) and Schedule B (the Fee Schedule) as amended from time to time;
- f) "Commencement Date" is the date this Agreement was accepted and executed by the Municipality, as indicated on this Agreement;
- g) "Events of Default" means any one or more of the Events of Default specified in Article 5 hereof;
- h) "Permit Regulation" means Alberta Regulations, A.R. 204/2007 as amended;
- i) "QMP Manager" means the person designated by the Municipality pursuant to Clause 3.21.a of this agreement and the " person responsible" under Schedule A;
- j) "Record" means an intelligible record of information in any form, including notes, books, documents, maps, drawings, photographs, letters, vouchers, permits, and papers and any other information that is written, photographed, recorded or stored on any manner, but does not include software or any other mechanism that produces records;
- k) "Safety Codes Officer" (SCO) means an individual designated as a safety codes officer under the Act;
- l) "Services" means the functions, duties, tasks, and responsibilities as described in this Agreement and the Act, and without limiting the generality of the foregoing, includes the provisions of inspections and compliance monitoring services as listed in Clause 3.1.a.
- m) "Term" has the meaning attributed thereto in Clause 4.1.a

1.2 Rules of Interpretation

- a) In this agreement, unless expressly stated to the contrary or the context otherwise requires:
 - i) a reference by numerical or alphabetical designation or both to an Article, Clause, Section, Subsection, Paragraph or Schedule shall refer to the Article, Clause, Section, Subsections, Paragraph or Schedule bearing that designation in this Agreement;
- b) All monetary amounts refer to the lawful currency of Canada;
- c) Any reference to all or any part of any statute or regulation refers to the parts, statute or regulation as amended or re-enacted from time to time;

Appendix 1 for 7.12.: Safety Codes Agreement

- d) References to “parties” shall mean the parties to this Agreement and a reference to a “party” shall mean one of the parties to this Agreement.

2 APPOINTMENT

Pursuant to the provisions of the Agreement, the Municipality hereby exclusively appoints the Agency for the purpose of performing Services, during the Term of this Agreement, in the discipline(s) listed in Recitals Clause 1. This agreement may include any other disciplines that the Municipality may adopt under the Safety Codes Act.

3 AGENCY SERVICES AND COMMITMENTS

3.1 Agency Duties

- a) The Agency shall:
- i) provide effective and appropriate Services, in the Municipality, in accordance with the provisions of this Agreement and the Act. Further, the Agency acknowledges that it must render Services in accordance with the Municipality’s Quality Management Plans attached as Schedule “A” to this Agreement. The Services shall be provided within the scope of the Agency’s accreditation under the Act and the level of certification and designation of powers of the Safety Code Officers the Agency employs;
 - ii) establish and maintain management, administrative and technical expertise as required to provide the Services under this Agreement;
 - iii) complete the performance of all Services for all the permits issued under this Agreement on or before the date of expiry or termination of this Agreement; unless in the event of termination or expiry a transition plan has been executed in accordance with Clause 5.3.b of this Agreement;
 - iv) maintain a primary office location whose address is identified on page one of this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder; and
 - v) maintain toll free telephone and facsimile numbers for the use by the Municipality and municipal residents.

3.2 Agency Performance

- a) The Agency shall, as outlined in this Clause:
- i) perform the Services in an effective and timely manner in accordance with Clause 3.5;
 - ii) endeavor to work co-operatively with the owner (the owner is the person/persons or company as listed on the certificate of title) and/or the owner’s representative(s) to achieve compliance with the Act; and
 - iii) perform the Services with impartiality and integrity, and in a professional and ethical manner.

Appendix 1 for 7.12.: Safety Codes Agreement

3.3 Agency Personnel

- a) The Agency shall, as outlined in this Clause:
 - i) employ persons knowledgeable about the applicable codes, standards and regulations, relative to Services it provides;
 - ii) employ or engage Safety Codes Officers (SCOs) who are certified and designated (received appropriate designation of powers) to provide compliance monitoring relative to the Services the Agency provides;
 - iii) maintain a registry of all SCOs they employ, and their level(s) of certification, and designation of powers.

3.4 Quality Management Plan Training

- a) The Agency shall:
 - i) train its SCOs in the requirements of the Municipality's QMP appropriate to their discipline and Services;
 - ii) maintain the training records on the Agency SCO file;
 - iii) ensure its SCOs have ongoing access to a current copy of the Municipality's QMP appropriate to their discipline and Services.

3.5. Compliance Monitoring

- a) The Agency shall monitor compliance through a program of plans examination (when applicable), site inspection and follow-up inspections or verification of compliance (when applicable), to provide a degree of assurance of compliance with the Act and associated codes and standards.
 - i) the Agency SCO shall:
 - endeavor to inspect by the second (2nd) working day following the date of receipt of a request for an inspection and will not exceed five (5) working days;
 - inspect to determine if the work under a permit complies with the Act and relevant codes and standards;
 - inspect at the stage(s) indicated in the discipline specific sections of the QMP; and,
 - inspect all work in place at the time of inspection.
- b) The time frame for required site inspections for the permit may be extended with written permission from the QMP Manager on an individual basis.
- c) The Agency SCO shall, for each inspection required by the QMP:
 - i) complete an inspection report as accepted by the QMP Manager;
 - ii) provide copies of inspection reports to the permit applicant, contractor, owner (if requested), Municipality and the Agency file;
 - iii) perform follow-up inspections as required by the QMP,
 - iv) upon confirmation that a thing, process or activity to which the Act applies is in compliance with the Act, permanently affix a record of inspection to the installation in an obvious location.
- d) The Agency SCO shall record on the inspection report:
 - i) the stage(s) of work being inspected;

Appendix 1 for 7.12.: Safety Codes Agreement

- ii) a description of the work in place at the time of inspection; and
 - iii) all observed Deficiencies or Unsafe Conditions.
- e) The Agency SCO shall take appropriate action to have Deficiencies or Unsafe Conditions corrected in a timely manner.
- f) A **deficiency** is any condition where the work does not comply with the Act and in the opinion of the SCO, is not an Unsafe Condition.
- g) An **unsafe condition** is any condition that, in the opinion of the SCO, could endanger the life, limb, or health of any person authorized or expected to be on the premises.
- h) A **completed file** is a file that may be considered complete when the conditions of the QMP are met and safety is no longer a concern.

3.6 Consultative Services

- a) The agency shall provide consultative services to municipal residents, including:
 - i) technical advice;
 - ii) advice and interpretation on related codes and standards.

3.7 Situations of Imminent Serious Danger

- a) If a situation of imminent serious danger to persons or property because of any thing, process or activity to which the Act applies, is observed.
 - i) the Agency's SCO will immediately exercise any powers under the Act to mitigate the situation in a reasonable manner; and
 - ii) the Agency may apply to the QMP Manager for relief from the costs incurred when mitigating the situation pursuant to Section 47 of the Act. The decision of whether to grant relief shall be at the discretion of the QMP Manager.

3.8 Orders

- a) The Agency shall employ appropriately certified SCOs to issue orders in conformance with Part 5 of the Act. In addition to the requirements of Orders under Part 5 of the Act the Agency will:
 - i) first make every reasonable effort to facilitate conformance with the Act;
 - ii) issue an order in the format accepted by the QMP Manager;
 - iii) on issuance of an order, immediately provide a copy to the QMP Manager and the Technical Administrator in the appropriate discipline appointed under the Act;
 - iv) make the Agency SCOs available to attend appeal hearings with the Safety Codes Council on any orders issued; and
 - v) carry out an order in accordance with the Act.

3.9 Variances

- a) The Agency's SCOs may, upon written request from the owner, issue a variance. The Agency's SCO, when issuing a variance shall:
 - i) issue a variance in conformance with Section 34 of the Act and Safety Codes Council policy;

Appendix 1 for 7.12.: Safety Codes Agreement

- ii) issue a variance only on a project where the Municipality has issued a permit;
- iii) issue a variance in the format accepted by the QMP Manager;
- iv) ensure a variance provides an equivalent or greater level of safety;
- v) issue a variance only for site specific applications;
- vi) record the details of a variance in the project file;
- vii) provide copies of a variance to the person(s) requesting the variance, the QMP Manager, the owner, the Technical Administrator, and;
- viii) issue a variance only when the safety or rights of others is not compromised; and
- ix) issue a variance only when it does not have a broad scope or impact on provincial basis.

3.10 Records

- a) The Agency shall maintain a file system, to the satisfaction of the QMP Manager, for all the records associated with performing the Services including:
 - i) permit applications and permits;
 - ii) plans, specifications, and other related documents;
 - iii) plans review reports;
 - iv) requests for inspections;
 - v) inspection reports;
 - vi) verification of compliance;
 - vii) variance;
 - viii) orders;
 - ix) occupancy certificate, and;
 - x) related correspondence and/or other relevant information.

3.11 File Flow

- a) upon acceptance of a development application, the Municipality will submit the file to the Agency for review.

3.12 Ownership of Records

- a) All Records and other materials whatsoever related to the Services provided under this Agreement are the property of the Municipality and will be given to the QMP Manager immediately upon request.
- b) The Municipality has full and unfettered access to all records of the Agency relating to the provision of Services under this Agreement including the right to enter the Agency's premises at any reasonable time in order to inspect, review or retrieve such records.

3.13 Records Management

- a) The Agency shall:
 - i) abide by all provisions of the Freedom of Information and Protection of Privacy Act in the course of carrying out its Services under this Agreement. All requests for

Appendix 1 for 7.12.: Safety Codes Agreement

- information initiated under that statute shall be conducted through the QMP Manager. The Agency shall immediately forward all requests for information under that statute to the QMP Manager;
- ii) respond to any requests by the Municipality for records, to respond to a request, under the Freedom of Information and Protection of Privacy Act as directed by the QMP Manager within two days of a request being received by the Agency or Municipality;
 - iii) disclose the information only with the consent of the QMP Manager; and
 - iv) maintain all Records in a manner acceptable to the QMP Manager prescribed in Clause 3.10.
- b) The QMP Manager has the right to periodically audit the records management procedures of the Agency relating to the provision of Services pursuant to this Agreement at times to be determined by the QMP Manager. In the event that the QMP Manager performs an audit and is of the opinion that the Agency's records management system is inadequate, the QMP Manager may direct the Agency to take such steps that the QMP Manager views are necessary to remedy the inadequacy.
 - c) The Agency shall keep and maintain in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs, expenditures and commitments relating to this Agreement and on demand provide to the Municipality these documents to examine, audit and take copies and extracts. The said books, records, and accounts shall be in the form acceptable to the QMP Manager and contain all information specified by the QMP Manager.
 - d) The Agency and its Directors, Officers, employees, and agents shall keep strictly confidential all information concerning the Municipality or any third parties, or any of the business or activities of the Municipality or any third parties acquired as a result of participation in the Agreement and the Agency may only use, copy or disclose such information upon written authorization of the QMP Manager.
 - e) The Agency shall maintain security standards, including control of access to Records, data and other information as required by the QMP Manager.

3.14 Collection and Payment of Fees

- a) The Agency covenants and agrees to perform Services as described in the Agreement in accordance with Schedule A of this Agreement (the Municipal Quality Management Plan).
- b) The Municipality shall collect permit fees in accordance with Schedule B (the Municipality Fee Schedule). Then as work is completed, the Agency will invoice the Municipality for their share.
- c) The Municipality agrees to pay the Agency remuneration in the amount of 70% of the permit fees set forth in Schedule B.
- d) The Agency will charge Goods and Services Tax (GST) on all services invoiced to the municipality in accordance with CCRA guidelines.

3.15 Workers' Compensation Coverage

- a) Prior to the Agency commencing the provision of Services under this Agreement, the Agency shall provide written certification of current and appropriate Worker's Compensation coverage through an account in good standing with the Alberta Worker's Compensation Board (WCB). The Agency shall maintain the account in good standing throughout this Agreement.

Appendix 1 for 7.12.: Safety Codes Agreement

3.16 Regulatory Requirements

- a) The Agency shall comply with the requirements of the municipal, provincial and federal legislation, which includes, but is not limited to, the provincial Employment Standards Code, Labour Regulations Codes, and the Occupational Health and Safety Act.

3.17 Insurance

- a) Without limiting or restricting any obligations, responsibilities or liabilities under this Agreement, the Agency shall provide, maintain and pay for insurance coverage in accordance with the Alberta Insurance Act and be in a form acceptable to the Municipality.
- b) The Agency shall provide:
 - i) comprehensive or commercial general liability insurance within limits of not less than \$5,000,000.00 (Five Million Dollars) inclusive per occurrence, and annual aggregate, if any, of not less than that \$10,000,000.00 (Ten Million Dollars) insuring against personal injury, bodily injury and property damage (including loss of use thereof).
 - ii) "All Risks" Valuable Papers and Records insurance on all such items pertaining to the Services under this Agreement in an amount adequate to enable their reconstruction; and
 - iii) "Professional Liability/Errors and Omissions" insurance with limits not less than \$2,000,000.00 (Two Million Dollars) inclusive per occurrence.
- c) The Agency shall provide the Municipality, prior to commencing to provide Services under this Agreement, acceptable evidence of all required insurance.

3.18 Acknowledgements

- a) The Agency acknowledges that:
 - i) the Municipality will contract with no more than one (1) accredited agency;
 - ii) the Municipality may change its accreditation status under the Act.
- b) The Agency and Municipality acknowledge that:
 - i) they will maintain the Municipality's present first rights over Accredited Corporations throughout the term of this contract.

3.19 Relationship of Parties

- a) The Agency is an independent contractor and nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent contractor agreement between two parties at arm's length.

Appendix 1 for 7.12.: Safety Codes Agreement

3.20 Notices

- a) Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

**COUNTY OF ST. PAUL NO. 19
5015 – 49 Avenue
St. Paul, Alberta T0A 3A4
Attention: Chief Administrative Officer**

- and -

**SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
Attention: Terry Booth**

- b) The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivered or transmitted on a business day between 8:30 a.m. – 4:30 p.m. Mountain Standard Time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any Post Office in Canada, except in the case of postal disruption, and then any notice or payment shall be given a telegram, facsimile transmission or personally served. In this paragraph, “business day” means any day except a Saturday, Sunday, or a statutory holiday.

3.21 Liaison

- a) The Municipality shall designate the QMP Manager as the Municipality’s representative for this Agreement. The Agency will report and be accountable to the QMP Manager with respect to any activities performed under this Agreement.

3.22 Reports

- a) The Agency shall provide the Municipality with a report on any aspect of the Services, in the form and manner specified by the Municipality, upon request by the Municipality.

3.23 Indemnity and Hold Harmless

- a) The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Agency or its employees in the performance of this Agreement, except if such damage or injury is caused by the Municipality, its agents, or employees.

Appendix 1 for 7.12.: Safety Codes Agreement

- b) The Agency shall Indemnify the Municipality and all of the Municipality's Councilors, servants, agents, employees, and persons for whom the Municipality is in law responsible and shall hold each of them harmless from and against any and all liabilities, claims, damages, losses, and expenses, including all legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Agency of any provision of this, or any error, omission, negligent or unlawful act of the Agency, or the Agency's servants, agents, employees, contractors or persons for whom the Agency is in law responsible.
- c) The Agency shall not admit liability to a third party without obtaining the prior written consent of the Municipality and agrees to obtain the prior written consent of the Municipality prior to any settlements being made with any third party.

3.24 Performance Review

- a) The Municipality may audit or monitor the performance of the Agency to establish the Agency's conformance with this Agreement.
- b) The Agency shall co-operate with the Municipality during the course of a performance review and provide all reasonable support and assistance at the Agency's own expense.

3.25 Termination or Suspension of Agreement

- a) In addition to any other provision in this Agreement, this Agreement may be terminated by the Municipality effective immediately, for cause, upon notice to the Agency.
- b) In addition to any other provision in this Agreement, this Agreement may be terminated by either the Municipality or the Agency for any reason whatsoever upon ninety (90) days notice to the other party.
- c) Before a termination notice is given per Clause 5.1 a), the Municipality will first give the Agency a written warning and thirty (30) days to correct the issue.

4 TERMS

4.1 Term

- a) Subject to Clauses 3.25, 5.1 and 5.3 of this Agreement, this Agreement is in force on the Commencement Date of **March 12, 2013** and expires on **December 31, 2016** with a right of renewal upon written agreement of both parties. During the period that such renewal is being negotiated, the existing agreement shall remain in full force and effect.

5 EVENTS OF DEFAULT

5.1 Cause

- a) Cause for termination or suspension of this Agreement includes, but is not limited to:
- i) failure of the Agency to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice of same from the Municipality;
 - ii) without in any way limiting the provision of Clause 5.1.a.i, if in the opinion of the Municipality, the Agency repeatedly defaults in the timely performance of its obligations under this Agreement;
 - iii) if in the opinion of the Municipality, the Services performed by the Agency are unsatisfactory or are otherwise not in accordance with good industry practice, as determined by the Municipality acting reasonably;
 - iv) if in the opinion of the Municipality, the Agency is not or will not be in the position to perform all or any of the Services which are required or will be required during a specific period of time;
 - v) if the Agency becomes insolvent or commits an act of bankruptcy or makes an unauthorized assignment or bulk sale of its assets or if proceeding for the dissolution, liquidation, reorganization, arrangement or winding up of the Agency or the suspension of the operation of this business;
 - vi) if in the opinion of the Municipality, the Agency conducts itself in a manner that may harm the Municipality's image;
 - vii) non-performance or inadequate performance by the Agency of the Services;
 - viii) if in the opinion of the Municipality, the Agency fails to comply with the Act; or
 - ix) an inability of the Agency to provide effective and appropriate Services;
 - x) each of the events is hereby called an "Event of Default" and the Municipality may, by written notice to the Agency, forthwith terminate this Agreement, and except as otherwise provided all rights and obligations arising pursuant to this Agreement, shall be wholly terminated.
- b) In the event this Agreement is terminated, the Agency shall, upon the Municipality's request, within fifteen (15) days of the termination date, deliver to the Municipality all Records and Materials in its possession and control related to the provision of Services under this Agreement.
- c) The Agency shall immediately notify the Municipality in the event that:
- i) its accreditation under the Act is suspended or cancelled;
 - ii) it ceases to carry on business, becomes insolvent, files for bankruptcy, makes a voluntary assignment for the benefit of creditors, or a trustee or receiver and manager or liquidator is appointed for the Agency; or
 - iii) it ceases to provide the Services under this Agreement.
- d) Upon the occurrence of any of the events referred to in Clause 5.1.c, this Agreement is immediately terminated and the Agency shall immediately cease providing Services pursuant to this Agreement and deliver to the Municipality, at its own cost, all Records, systems and materials related to the provision of Services. Written confirmation of termination shall be forwarded to the Agency as soon as possible after the termination date.

5.2 Survival of Terms

- a) Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination date of this Agreement shall continue after such expiry or termination.

5.3 Transition Services

- a) The Agency shall perform the Services for all permits issued under any prior Authorization Agreement in the form and manner and within the time frames prescribed by the Authorization Agreement in effect on the date the permit was issued.
- b) Prior to or on the expiry or termination date of this Agreement, the Municipality shall forward a transition plan to the Agency that details how the Agency is to resolve these matters that may be outstanding as of the date of expiry or termination of this Agreement. Upon receipt of the transition plan, the Agency shall take the necessary steps to resolve those matters in accordance with the requirements of the transition plan (to the Municipality's satisfaction).

5.4 Amendment Provisions

- a) The parties shall not change this Agreement except by written mutual agreement, however the Municipality or its designate may add to, delete, vary or amend Schedule "A" or "B" by giving notice to the Agency in accordance with Clause 3.20 of this Agreement.
- b) The Municipality and the Agency agree that this Agreement will be amended as required to accommodate any changes to the Act, or Permit Regulation.

5.5 General

- a) Time is of the essence in this Agreement.
- b) The Agency shall ensure that its employees, subcontractors and agents comply with the provisions of this Agreement.
- c) Notwithstanding any other provisions in this Agreement, if the Agency fails to comply with the provisions of this Agreement, the Municipality may, without prejudice to any other remedy, correct such defaults at the expense of the Agency.
- d) The rights, remedies and privileges of the Municipality under this Agreement are cumulative and any one or more may be exercised.
- e) The waiver by the Municipality of the strict performance of any provision of this Agreement will not constitute a waiver or abrogate such or of any other provision of this Agreement nor will it be deemed a waiver of any subsequent breach of the same or any other provision Agreement.
- f) This Agreement shall be interpreted and applied in the courts and according to the laws in force in the Province of Alberta.
- g) Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be considered separate and severable from the remaining provisions of this Agreement, which will remain in force and binding as though the said provision had not been included.
- h) This Agreement shall not be assigned, in whole or in part, by the Agency without prior written consent of the Municipality.

Appendix 1 for 7.12.: Safety Codes Agreement

- i) This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the parties.
- j) The headings in this document have been included for convenience only and are not an aid in the interpretation for this document.
- k) In the case of conflicts, discrepancies, errors, or omissions among the documents forming part of this Agreement, this document takes precedence.
- l) In the case of a disagreement or dispute between the parties hereto with respect to this agreement, the same shall be referred to a single arbitrator pursuant to the Arbitration Act of Alberta, and the determination of such arbitrator shall be final and binding upon the parties hereto.
- m) This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and subject to Clause 5.3, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement of the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

COUNTY OF ST. PAUL NO. 19

SUPERIOR SAFETY CODES INC.

Per: _____

Per: _____

Per: _____

Per: _____



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.13. REQUEST TO WAIVE PERMIT FEES - ST. PAUL ALLIANCE CHURCH

#20130305007

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The St. Paul Alliance Church applied for a building permit for an addition of a foyer and sanctuary space onto their existing building. The cost of the permit is \$4680, \$180 of which is the SCC levy. They are requesting that Council consider waiving or greatly reducing the cost of their permit fees.

The Bethel Family Worship Centre applied for a permit in 2012 for an addition to their building. They paid the full permit fees of \$520 for their project.

Recommendation

Council to decide whether or not to waive the building permit fees.

Additional Information

Originated By : pcorbiere

February 11, 2013

To: The County of St. Paul Council Members

**From: Clark Ambler (Building Chairman) -
on behalf of the St. Paul Alliance Church**

Subject: Cost related to our building permit.

We have just received our building permit back from the County Office for our renovation/addition to the St. Paul Alliance church (located just on the west end of town – the BLUE Church). Our permit number is 294294-13-B0002.

We are writing you to ask if it be possible to waive or greatly reduce the cost of our building permit for a few reasons. First off, we are a non-for-profit organization, and all money needed to fund our project is from the donations of our church members and attendees.

Secondly, our project has been planned and designed by:

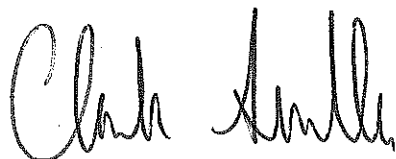
- 1) Rick Balbi Architect Ltd.
- 2) Sveinson Consulting Engineers Ltd.
- 3) PJB Designs Consultants

They will continue to work with us and provide all necessary building inspections along the way as well.

We appreciate you considering our request. Thank you, as we continue to love and serve the community of St.Paul.

Clark Ambler

phone (780) 645-7800
(780) 614-4611





Label #CSP B 0002 13 MU

Building Permit

File No.: 2013
 Permit No.: 294294-13-B0002
 Application Date: Jan 15, 2013
 Issued: Jan 15, 2013
 Taxroll #: 9807300

Applicant		Contractor		Owner	
Name:	Clark Ambler	Name:	HIS Construction	Name:	Christian and Missionary Alliance
Address:	Box 1058 St. Paul, ALBERTA T0A 3A0	Address:	PO BOX 151 MALLAIG, AB	Address:	#333, 20 Springborough Blvd SW Calgary AB, ALBERTA T3H 0N9
Phone:	(780)645-7800	Phone:	(780)635-2473	Phone:	
Cell:		Cell:		Cell:	
Fax:		Fax:	(780)635-2473	Fax:	

Address in the County of St. Paul No. 19 Specific Location:

Lot 1, Block 1, Plan 7620647
 SW 7-58-9-W4
 Rural Address: 58101 Rng Rd 100

Description of Work

Building Area: 459.00 Square Metres; Height: 1.00 storey(s);
 Value (Materials & Labour): \$900,000.00

Description: Addition of foyer and sanctuary space onto existing building, built over crawl space. Existing building to have exterior finish changed as well.

Permit Fees

Permit Fee	\$4,500.00		
Safety Codes Levy	\$180.00		
Total Fees	\$4,680.00	Balance Owing	\$4,680.00

Permit Conditions

L. Glasier

Issued By: (attached signed by SCO)

Crystal St. Arnault
 Customer ID: 3293
 DOP Number: P00005043

Issued By:
 County of St. Paul No. 19
 5015 - 49 Avenue
 St. Paul, Alberta
 T0A 3A4
 Ph: (780)645-3301
 Fax: (780)645-3104

Municipality:
 County of St. Paul No. 19
 5015 - 49 Avenue
 St. Paul, Alberta
 T0A 3A4
 Ph: (780)645-3301
 Fax: (780)645-3104

The personal information provided as part of this application is collected under section 43 of the Safety Codes Act and sections 303 and 295 of the Municipal Government Act and in accordance with section 32(c) of the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request.

If you have any questions about the collection or use of the personal information provided, please contact Crystal St. Arnault at 5015-49 Avenue, St. Paul, AB T0A 3A4 or phone at (780) 645-3301 Ext. 202.

Date Printed: Jan 15, 2013

Appendix 1 for 7.13.: Building Permit - St. Paul Alliance Church
Building Permit Application



5015 - 49 Avenue, St. Paul Alberta TOA 3A4
 Phone: 780-645-3301 Ext 202 Fax: 780-645-3104

Roll # 9807300

Other Permits Required: Electrical Plumbing Gas PSDS

Permit Type: Owner Contractor

Development Permit Number: 294294-12-D0005

Application Date (M/D/Y): January 14, 2013

Estimated Completion Date (M/D/Y): December 31, 2013?

Owner Name: St. Paul Alliance Church ^{c/o} Clark Ambler Mailing Address: Box 1058
 City: St. Paul Prov: AB Postal Code: TOA 3A0 Phone: 780-645-2947 - church
 780-645-7800 - Clark Ambler
 Alt Phone: 780-645-7800 Email Address: clarkambler@hotmail.com Fax: 780-645-7800

Contractor: HIS Construction - Owen Isaacson Mailing Address: Box 3
 City: Mallard Prov: AB Postal Code: TOA 2K0 Phone: 780-635-2473
 Alt Phone: 780-614-0544 Email Address: oisaacson@hiconc.ca Fax: 780-635-2473

Rural Address: 58101 RR 100 Lot: 1 Block: 1 Plan: 762-0647

Legal: (Circle one) NE NW SE (SW) ¼ Section: 7 Township: 58 Range: 9 W4M

Subdivision/Hamlet: _____
 Architect and/or Engineer (if applicable): PSB Design - Lacombe AB. Phone: 403-782-4323

Project Information: Commercial Residential Multi Family Industrial Institutional Oil & Gas

Type of Work: New Renovation Addition Accessory Building Basement Dev. Manufactured Home Demolition Other:

sq. meters sq. feet No. of Stories: 1 Building Classification: Church

Main Area: 4940 459sqm - addition

2nd Floor Area: N/A

Basement Area: - crawlspace - same.
 Developed Yes No

Garage Area: Detached Attached

Detailed Description of Work and/or intended use or occupancy of the building:
 - Addition of foyer and sanctuary space onto existing building. Built over a crawlspace.
 - Existing building to have exterior changed as well.
 - finish

Permit Applicant Declaration: The permit applicant certifies that this installation will be completed in accordance with the Alberta Safety Codes Act and Regulations and work will commence within 90 days. The permit applicant/owner acknowledges that as per Section 12(2) of the Alberta Safety Codes Act; Superior Safety Codes Inc. is not liable for any decision related to the system of inspections, examinations, evaluations and investigations including but not limited to a decision relating to their frequency and the manner in which they are carried out. The personal information provided on this form is protected by the Freedom of Information or Privacy Act.

Clark Ambler
 Permit Applicant Name (Please print)

Clark Ambler
 Permit Applicant Signature

Homeowner's Signature (Homeowner permits only)

Project Value (Materials & Labour): \$ 900,000.00 (estimate) Total Developed Area: 459 sqm

Permit Fee: \$ 4,500.00 *SCC Levy: \$ 180.00 (4% of permit fee with a minimum of \$4.50) TOTAL FEE: \$ 4,680.00

Payment Method: Visa M/C Debit Cheque Cash Credit Card #: _____

Expiry Date: _____ Name of Cardholder: _____ Signature of Cardholder: _____

Permit Validation Section to be completed by the Building Safety Codes Officer:

Special Conditions: SEE REPORT

SCO's Name (print or type) F. O'FARRELL

SCO's Signature *[Signature]*

SCO's Designation Number D3594

Date of Issue (M/D/Y): JAN 21, 2013

If permit is cancelled prior to 6 months of the issue date the County will keep 25% of the permit fee to cover costs. After 6 months or if the permit has expired no refund will be given.

INSPECTION REQUESTS please contact Superior Safety Codes at: Ph. 780-489-4777 or 1-866-998-4777 Fax 780-489-4711 or 1-866-400-4711
 Allow 48 hours notice for inspection



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.14. TRANSPORTATION GRANT - ST. PAUL SENIOR CITIZENS CLUB#20130305002

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The St. Paul Senior Citizens Club is requesting a transportation grant for 2013.

They used their 2012 grant for educational and cultural trips during the year.

Recommendation

Motion to approve a \$1,000 transportation grant for 2013.

Additional Information

Originated By : pcorbiere



February 11, 2013

County of St. Paul No. 19
5015 – 49 Avenue
ST. PAUL, Alberta
T0A 3A4

Dear Sirs:

We would like to express our sincere thanks to the County of St. Paul for the grant received for the year 2012. The grant was very helpful to cover the traveling expenses for our educational and cultural trips during the year for our seniors.

We now look forward to the County of St. Paul helping us again with a generous grant for the year 2013.

Sincerely yours,

Laval Pelchat
St. Paul Senior Citizens' Club
Travel Committee
4725 – 49 Avenue
St. Paul, Alberta T0A 3A3
780-645-2217



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.15. REQUEST FOR PROCEEDS FROM RODEO SUPPER

#20130305005

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

We have received requests from the following groups who are requesting the proceeds from the 2013 Rodeo Supper (Friday night):

- NEAT Club
- St. Paul Animal Shelter
- 1st St. Paul Pathfinders, Girl Guides

The letters of request are attached along with the policy for distributing funds from the Rodeo Supper.

Alternatives

Listed below are the groups who received in the funds for the past years:

- 2009 - St. Paul Navy League
- 2010 - Mallaig Legion
- 2011 - Ashmont Moms & Tots & Sunshine Quilters
- 2012 - Ashmont Legion & Belles of Lac Bellevue

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere

NORTHEAST ALBERTA TRACK & FIELD CLUB

4606 – 46 Ave

St Paul, AB

T0A 3A3

RE: Application to collect and assist with the rodeo supper / August 30, 2013

Dear County of St. Paul

The **Northeast Alberta Track & Field Club (NEAT)** was founded in 1988 and is headquartered in St. Paul. The club consists primarily of members from the town of St. Paul and the surrounding county area. Our club has 3 volunteer coaches and boasts athletes of all ages that compete year-round at regional, provincial, national and even at international meets.

Our club would like to be considered to be selected as one of the groups for assisting with the rodeo supper fundraiser on August 30, 2013.

Please visit our website to learn more about our non-profit organization: neatclub.ca.

Your support in our club would be greatly appreciated.

Sincerely,

Tom Starosielski

Contact:

Tom D. Starosielski

star@mcsnet.ca

Phone: (780) 26-2289

July 7, 2012

Reeve Steve Upham and County Council Members

On behalf of the St. Paul Animal Shelter we would like to put forth a request to be able to work the "Collection of Monies" at the "Annual Rodeo Toonie Beef on the Bun Supper."

As you know we are planning a new facility in the future and this would help us greatly as one of our fundraisers, toward our "Building Fund." It would also be positive exposure for the animal shelter.

Thanking you in advance for your time and consideration.

Respectfully Submitted

Cheryl Mailloux

Secretary

(780) 645-5165

Animal Shelter & Adoption Society for St. Paul & Area



Appendix 3 for 7.15.: Request for Rodeo Proceeds - St. Paul Pathfinder, Girl Guides

1st St. Paul Pathfinder Unit
Girl Guides of Canada
5201 – 49 Avenue
St. Paul, Alberta T0A 3A4

June 19, 2012

County Council
County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, Alberta T0A 3A4

Dear County Council:

Subject: County of St. Paul Rodeo Supper 2013

I understand that each year the County of St. Paul selects a community organization to help at the Rodeo Supper sponsored by the County, and it donates the proceeds from the toonie supper to that organization. Please allow the 1st St. Paul Pathfinders, Girl Guides of Canada, to volunteer at the Rodeo Supper in September 2013.

The 1st St. Paul Pathfinder Unit is in the beginning stages of planning a trip to Switzerland in the summer of 2014, to visit Our Chalet, one of the four World Centres of the World Association of Girl Guides and Girl Scouts. At Our Chalet the girls will take part in an eight-day session which includes such activities as hiking, rock climbing, zip lining, white water rafting, woodcarving, learning some Swiss German, and participating in international nights with Guides and Scouts from around the world. Consequently, we are looking for fundraising opportunities for our Pathfinders, ages 11-14, to help defray the costs of this once-in-a-lifetime trip.

Once again, we would be pleased to volunteer at the Rodeo Supper 2013 sponsored by the County of St. Paul.

Thank you.

Yours sincerely,



Deanna Michaels
Contact Guider
1st St. Paul Pathfinders
Girl Guides of Canada
780-645-5439

COUNTY OF ST. PAUL #19

Policy Number

ADM-46

Title
Rodeo Supper Funds

Page 1 of 1

Date Approved

October 2008

Policy

Policy for allocation of Rodeo Supper funds generated every year at the St. Paul Rodeo

- Funds can only be applied for by any community group once every three years.
- Applications will only be considered after January 1st and before August 1st of the year for which the funds will be allocated.
- How the funds will be allocated, and whether allocated wholly or in part will be at the discretion of Council.

	Date
Approved by Council	September 14, 2010
Amended	
Amended	



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.16. LETTER FROM COUNTY LIBRARY BOARD

#20130305012

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The County Library Board is thanking Council for their continued support and funding for 2013.

Recommendation

Motion to file the letter as information.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

February 20, 2013

County Council
County of St. Paul No. 19
5015 - 49 Avenue
ST. PAUL, AB T0A 3A4

Dear Council Members:

From a meeting of the Library Board on December 17, 2012, Board Members approved the 2013 Budget which was presented to County Council at their meeting of January 15, 2013.

The County of St. Paul No. 19 Library Board reaffirmed their 2013 Budget plans, slightly adjusting a number of expense entries and at our meeting on February 20, 2013, the 2013 Budget was re-presented and approved.

On behalf of the Library Board, I would like to express my gratitude towards County Council, who once more have offered their generous support towards the ongoing operations of our Libraries within the Ashmont and Mallaig Communities. It is with your continued support, that we steadily strengthen our partnerships with the St. Paul and Elk Point Municipal Libraries through Service Agreement funding.

Upon having received our 2013 Allocation Funding, we sincerely appreciate your valued support towards our "Community Libraries" as we continue to enhance services for our Patrons.

Sincerely yours,
COUNTY OF ST. PAUL NO. 19 LIBRARY BOARD

A handwritten signature in cursive script, appearing to read "Irene Van Brabant".

Irene Van Brabant
Chairperson
IVB/baw



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.17. CONTINUED FULL OPERATION OF ELK POINT HEALTH CENTRE

#20130306003

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

Attached is a letter of support from the Town of Bonnyville which was sent to Alberta Health Services supporting the Town of Elk Point for the continued full operation of the Elk Point Health Centre. Due to registered nurse staffing shortages, acute care beds have been closed and there has been a reduction of emergency room services since November 27, 2012. As a result of this closure, EMS has been diverted to St. Paul and Bonnyville Health Centres and any patients that have to be admitted are also being sent to Bonnyville and St. Paul, putting strain on our facilities.

The Town of Elk Point has not requested a letter of support from the County, however we are wondering if Council would be interested in sending one.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere



Town of Bonnyville

It's Multi-Natural

POSTAL BAG 1006
BONNYVILLE, AB T9N 2J7
TELEPHONE: (780) 826-3496
FAX: (780) 826-4806
TOLL FREE 1-866-826-3496

PLEASE VISIT BONNYVILLE
ON THE WORLD WIDE WEB
www.bonnyville.ca

February 25, 2013

RECEIVED MAR 04 2013

Wendy Harrison
V.P. Rural, North East Operations
Alberta Health Services (A.H.S.)
North Zone
Morinville Clinic
9523 100 Street
Morinville AB T8R 1V3

Dear Ms. Harrison:

RE: LETTER OF SUPPORT – CONTINUED FULL OPERATION OF ELK POINT HEALTH CENTRE

The Town of Bonnyville has received correspondence from MLA Shayne Sadkiw regarding the critical situation currently being experienced by the Elk Point Health Centre due to Registered Nurse staffing shortages that has resulted in the closure of acute care beds and a reduction of emergency room services since November 27, 2012. The Town also received a letter dated February 7, 2012 from Parrish Tung, Mayor of Elk Point, asking for the Town to send a letter of support for the continued full operation of the Elk Point Health Centre.

Council of the Town of Bonnyville approved a motion at their Regular Council Meeting of February 12, 2013 to provide the Town of Elk Point with this Letter of Support. Council is in full agreement that due to population growth and the number of northeast area petroleum industrial projects that have been announced for the next few years, it is critical to maintain full operation of the Elk Point Health Centre.

Council recognizes that patients were going to the Elk Point Health Centre due to long wait times (up to seven hours) in Bonnyville, St. Paul and Lloydminster. Emergency Medical Services (E.M.S.) has been diverted to St. Paul and Bonnyville Health Centre's since November, resulting in overcapacity and long wait times to see a physician in both communities. With the closure of the Elk Point acute care beds, Doctors there, no longer have the ability to admit patients there either and these patients are being transferred to St. Paul or Bonnyville, putting additional strain on our facilities.

Mayor Tung, in his February 8, 2013 letter to you, outlined recommendations for a good working relationship with the Elk Point Community and Town Council. Council of the Town of Bonnyville supports their recommendations and would like to strongly emphasize that it is **critical** that the Elk Point Health Centre be kept in continued full operation. Surely Alberta Health Services can work with the Town of Elk Point to resolve the pressures that the Elk Point Health Care Centre faces.

Sincerely,



Ernie Isley

Mayor
Town of Bonnyville

EI:amh

cc: Parrish Tung, Mayor of Elk Point
Genia Leskiw, MLA, Bonnyville-Cold Lake
Shayne Saskiw, MLA, Lac La Biche-St.Paul-Two Hills
✓ Steve Upham, Reeve, County of St. Paul No. 19
Fred Horne, Minister of Health and Wellness
Stephen Lockwood, Chair of Alberta Health Services

#99962



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.18. REQUEST - ELK POINT GOLF & COUNTRY CLUB

#20130305011

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The Elk Point Golf & Country Club is requesting the County's assistance in resurfacing the entrance road to the golf course, ball diamonds and soccer pitches.

They are also requesting \$35,500 to help pay for the improvements they did to their facility in 2012 and the projects they hope to complete in 2013. In their letter, they referred to the MSI Grant however if approve, the funding would come from the Elk Point Recreation Grant.

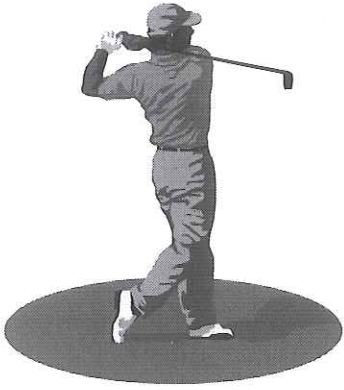
They are also requesting 75 yards of cold mix for 2013 and 50 yards for 2014 to assist with repairs to the golf cart paths. Cost of the cold mix would be \$100 per yard.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere



**ELK POINT GOLF & COUNTRY CLUB
BOX 1174
ELK POINT, AB T0A 1A0**

RECEIVED FEB 08 2013

February 4, 2013

**County of St Paul #19
Elk Point, AB**

We are an extremely busy recreation venue during the summer months which was emphasized in our earlier request and it is vital that we maintain a regular maintenance program to ensure we continue to provide a first class facility at a reasonable price.

We therefore request your favourable consideration to assist us with long overdue resurfacing of the entrance road, not only to our venue but ball diamonds and soccer pitches.

Also we would appreciate if you could provide us with 75 yards of cold mix so we can do some much needed repairs to our golf cart paths.

With this request we are not requesting any dollars but would involve only in-kind considerations.

Thank you in anticipation of your support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dick Millar', written over a light blue circular background.

**Dick Millar
President**

Appendix 1 for 7.18.: Elk Point Golf & Country Club

**Elk Point Golf
&
Country Club
Box 1174
Elk Point, AB
T0A 1A0**

**County of St Paul #19
St. Paul, AB**

The Elk Point Golf & Country Club would like to thank you for your fiscal and in-kind support over the years.

**Phone: 780 724-373
Fax: 780-724-3736**

We are an economic driver for the community and surrounding district. We have hosted 30 tournaments this season as well as catering to company and private functions. We employ 15 full and part time staff which include 5 students. Our policy of "Buy Local" includes over 20 businesses both locally and within the County. We will spend over \$150,000.00 on goods and services this year as well as pay salaries to the tune of \$110,000.00. Throw the economic multiplier into the equation and our facility is very beneficial to the well being of the Region.

We have undertaken some significant improvements over the past few years to accommodate larger functions and enhance our facility. A necessity if we wish to remain viable. The following is a list of improvement undertaken in 2012 as well as anticipated 2013 enhancements.

➤ \$25,000.00	Water costs with advent of Regional water
➤ \$20,000.00	Improvements to sand traps
➤ \$10,000.00	Construct new tee boxes
➤ \$25,000.00	Pave cart paths-2013/14
➤ \$21,500.00	Golf carts purchased 2011/12
➤ \$ 2,000.00	New hole signage for course
➤ \$ 5,000.00	Rental equipment for cart paths
➤ \$ 2,000.00	Remove old signs/benches
➤ \$ 5,000.00	Refurbish club house
➤ \$10,000.00	Construct storage for club house
➤ \$10,000.00	Complete driving range
➤ <u>\$10,000.00</u>	Pave entrance road to course
\$120,500.00	TOTAL EXPENSES

➤ \$30,000.00	Member Support
➤ \$20,000.00	Work in-kind
➤ \$15,000.00	Cart Lease
➤ <u>\$ 5,000.00</u>	MSI Town of Elk Point-2012 Season
\$70,000.00	TOTAL REVENUES

\$50,500.00 SHORTFALL

2012 Executive

President	Dick Millar
Vice President	Dave Cousins
Secretary	Connie Olstad
Treasurer	Shauna Kinjerski
Directors	Armand Houle Dwayne Yaremkevich Richard Lameman Richard Lok

As is evident, contributions from our growing membership and oil industry will fall short of our expansion plans. Due in some part to increased operating expenses, especially energy costs which have increased in excess of 50% this past season

We are requesting your support through your MSI grant program in the amount of \$35,500.00 in addition to 75 yards of cold mix in 2013 and 50 yards in 2014 to meet our goals. If it would be beneficial the funding could be spread over 2 years.

We are also requesting the support from the Town of Elk Point in the amount of \$15,000.00 plus equipment to help remove old signs and benches as well as moving dirt for tee boxes.

We wish to express our gratitude for your past assistance and look forward to your ongoing support.

Sincerely,

**Dick Millar
President**



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.19. ACCESS TO NW 22-55-8-W4

#20130306014

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

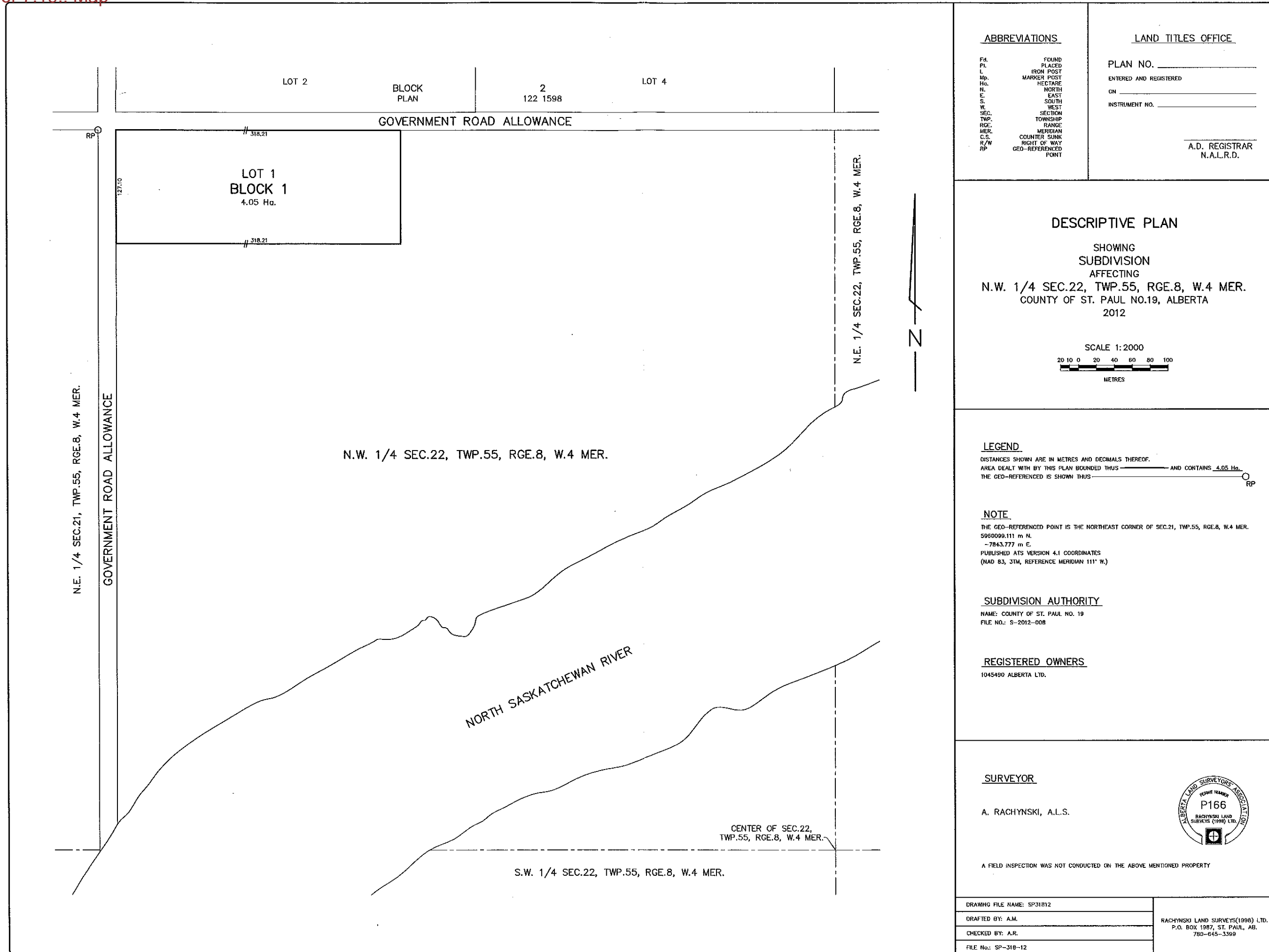
Following the discussions at the Public works meeting, the Public Works Department met with Bill Amy regarding construction of the road and approach to the proposed subdivision in NW 22-55-8-W4. Attached is a cost estimate of the road showing the County's share for the construction of the road and Mr. Amy's share for the approach to the subdivision.

Recommendation

Motion to approve the cost share for the construction of the road to the subdivision in NW 22-55-8-W4.

Additional Information

Originated By : Idemoissac



ABBREVIATIONS

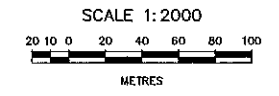
Fd. FOUND
 Pl. PLACED
 I. IRON POST
 Mp. MARKER POST
 Ho. HECTARE
 N. NORTH
 E. EAST
 S. SOUTH
 W. WEST
 SEC. SECTION
 TWP. TOWNSHIP
 RGE. RANGE
 MER. MERIDIAN
 C.S. COUNTER SUNK
 R/W RIGHT OF WAY
 RP GEO-REFERENCED POINT

LAND TITLES OFFICE

PLAN NO. _____
 ENTERED AND REGISTERED ON _____
 INSTRUMENT NO. _____
 A.D. REGISTRAR
 N.A.L.R.D.

DESCRIPTIVE PLAN

SHOWING
 SUBDIVISION
 AFFECTING
 N.W. 1/4 SEC.22, TWP.55, RGE.8, W.4 MER.
 COUNTY OF ST. PAUL NO.19, ALBERTA
 2012



LEGEND

DISTANCES SHOWN ARE IN METRES AND DECIMALS THEREOF.
 AREA DEALT WITH BY THIS PLAN BOUNDED THUS _____ AND CONTAINS 4.05 Ha.
 THE GEO-REFERENCED IS SHOWN THUS _____ RP

NOTE

THE GEO-REFERENCED POINT IS THE NORTHEAST CORNER OF SEC.21, TWP.55, RGE.8, W.4 MER.
 5960099.111 m N.
 -7843.777 m E.
 PUBLISHED AT VERSION 4.1 COORDINATES
 (NAD 83, 3TH, REFERENCE MERIDIAN 111° W.)

SUBDIVISION AUTHORITY

NAME: COUNTY OF ST. PAUL NO. 19
 FILE NO.: S-2012-008

REGISTERED OWNERS

1045490 ALBERTA LTD.

SURVEYOR

A. RACHYNSKI, A.L.S.



A FIELD INSPECTION WAS NOT CONDUCTED ON THE ABOVE MENTIONED PROPERTY

DRAWING FILE NAME: SP31812
 DRAFTED BY: A.M.
 CHECKED BY: A.R.
 FILE No.: SP-318-12

RACHYNSKI LAND SURVEYS(1996) LTD.
 P.O. BOX 1987, ST. PAUL, AB.
 780-645-3399

Appendix 2 for 7.19.: Estimate for Road Construction

March 6, 2013

Road Estimate Rg Rd 83 Twp Rd 554

627 buggy 14hrs @332 = 3,332

D7R crawler 21hrs @182 = 3,828

14M grader 14hrs @ 60 = 840

815 packer 11hrs @ 187 = 2,500

Total \$10,057.

Bill & Terri Amy Estimate For Access & Approaches

Half charges from the above work = 5,028

24 m of 500mm culvert approaches = 1,392

Couplers = 104

100 yds gravel x 25 = 2,500

Total \$ 9,024

County Estimate For Intersection Work

Half charges from the above work = 5,028

14m of 500mm culvert = 1,240

100 yds gravel x 25 = 2,500

Trucking of equipment = 2,160

Total =\$10,928

**County of St. Paul
Public Works Superintendent**

Leo de Moissac



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.20. LAKELANDER'S TRAILER CLUB

#20130306015

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

The Lakelander's Trailer Club is requesting to access their property by cutting through the SW 29-60-11-W4 to join up to their trail north of the municipal campground, see map attached. Council discussed the request at the Public Works meeting and decided that the group should stay on the quarter line instead of cutting through the County quarter.

Recommendation

Motion to deny the request from the Lakelander's Trail Club to cut through the SW 29-60-11-W4 to access their property located on NW 29-60-11-W4 and suggest that they build the access on the quarter line.

Additional Information

Originated By : pcorbiere

Appendix 1 for 7.20.: Map - Lakelander's Trailer Club





County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.21. IN CAMERA ITEM

#20130306013

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Background

To be presented at this meeting.

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

9.1. CAO REPORT

#20130208001

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

9.2. REPORTS

#20130208002

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

10.1. MARCH 15 @ 9:00 A.M. - 3:00 P.M. - BUDGET MEETING

#20130306011

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

10.2. MARCH 18-20 - AAMD&C SPRING CONVENTION

#20130306005

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

10.3. MARCH 26 @ 10:00 A.M. - PUBLIC WORKS

#20130306006

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

**10.4. MARCH 26 @ 1:00 P.M. - MEETING WITH GRAVEL PIT
OPERATORS/OWNERS**

#20130306007

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
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www.county.stpaul.ab.ca

Issue Summary Report

10.5. MARCH 27 @ 1:00 P.M. - 4:30 P.M. - BUDGET MEETING

#20130306008

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

10.6. MARCH 28 @ 9:00 A.M. - 3:00 P.M. - BUDGET MEETING

#20130306009

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

10.7. APRIL 3 @ 4:30 P.M. - JOINT MEETING WITH TOWN OF ST. PAUL

#20130306010

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

11.1. LISTING OF ACCOUNTS PAYABLE

#20130208004

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Recommendation

Motion to file the listing of Accounts Payable as circulated:

<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

11.2. COUNCIL FEES

#20130208005

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Recommendation

Motion to approve the Council Fees for the Month of , 2012 as circulated.

Additional Information

Originated By : tmahdiuk



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

11.3. BUDGET TO ACTUAL - NONE THIS MONTH

#20130208003

Meeting : March 12, 2013

Meeting Date : 2013/03/12 10:00

Executive Summary

Additional Information

Originated By : skitz