



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

June 11, 2013

Tuesday, June 11, 2013

Start time 10:00 AM

AGENDA

1. **CALL TO ORDER**
2. **MINUTES**
 - 2.1 **MAY 14, 2013 (2013/05/14)**
 - 2.2 **SPECIAL COUNCIL MEETING (2013/05/28)**
3. **BANK RECONCILIATION**
4. **ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA**
5. **BUSINESS ARISING FROM MINUTES**
 - 5.1. **PLAN 8722874, LOT 1**
6. **DELEGATION**
 - 6.1. **10:30 A.M. - SUMMER VILLAGE OF HORSESHOE BAY**
 - 6.2. **11:00 A.M. - LAKELANDER'S TRAILER CLUB**
 - 6.3. **11:30 A.M. - STAFF SGT. WADE TROTTIER**
7. **NEW BUSINESS**
 - 7.1. **PORTS TO PLAINS ALLIANCE WORKING GROUP MEETING - MAY 29**
 - 7.2. **2013 AAMDC AGGREGATED BUSINESS SERVICES GOLF TOURNAMENT - JUNE 27**
 - 7.3. **MUNICIPAL AFFAIRS TRAINING COURSES**
 - 7.4. **ARMAA CONFERENCE**
 - 7.5. **REQUEST FOR SPONSORSHIP FOR PROVINCIAL TOURNAMENTS**
 - 7.6. **REQUEST - ST. PAUL CRISIS CENTRE**
 - 7.7. **RODEO WEEK KICK OFF SUPPER**
 - 7.8. **CANADA DAY CELEBRATIONS IN ASHMONT**
 - 7.9. **LETTER OF SUPPORT - NEW HORIZONS GRANT**
 - 7.10. **FARM FAMILY AWARD**
 - 7.11. **REQUEST TO CANCEL PROPERTY TAXES ON LOT 6, BLOCK 3, PLAN 0021847**
 - 7.12. **2013 MUNICIPAL FALL ELECTION - RETURNING OFFICER**

- 7.13. **2013 MUNICIPAL FALL ELECTION - POLLING STATIONS AND ADVANCED POLLS**
- 7.14. **BYLAW NO. 2013-16 - SPEED CONTROL BYLAW**
- 7.15. **BYLAW NO. 2013-17 - DOG CONTROL BYLAW**
- 7.16. **BYLAW NO. 2013-18 - ASSESSMENT APPEALS FEE BYLAW**
- 7.17. **BYLAW NO. 2013-19 - OFF-HIGHWAY VEHICLE BYLAW**
- 7.18. **BYLAW NO. 2013-20 - SHORT TERM BORROWING FOR ASHMONT WATER TREATMENT PLANT**
- 7.19. **BYLAW NO. 2013-21 - LONG TERM BORROWING BYLAW - ASH WTP & ASHMONT/LOTTIE LAKE TRANS. LINE**
- 7.20. **PW-59 - GRAVEL SALES POLICY (AMENDMENT)**
- 7.21. **ASB-89 STONEY LAKE AND SILER CREEK DAM REMOVAL POLICY**
- 7.22. **ASB-90 - BEAVER CONTROL ON DAMS AFFECTING PUBLIC INFRASTRUCTURE**
- 7.23. **ASB-91 - BEAVER CONTROL ON PRIVATE LAND POLICY**
- 7.24. **PW-92 - ROAD PROTECTION/MAINTENANCE AGREEMENT POLICY**
- 7.25. **PW-93 - MAINTENANCE OF PATHWAYS AT LAKE SUBDIVISIONS**
- 7.26. **MACHURA TEMPORARY ACCESS AGREEMENT**
- 7.27. **WATER CUSTOMER CONTRACT**
- 7.28. **EMS DISPATCH CONSOLIDATION ONLINE CONSULTATION**
- 7.29. **14 M GRADERS**
- 7.30. **MOWING IN SUMMER VILLAGE OF HORSESHOE BAY**
- 7.31. **IN CAMERA**
- 8. **CORRESPONDENCE**
- 9. **REPORTS**
 - 9.1. **CAO REPORT**
 - 9.2. **REPORTS**
- 10. **UPCOMING MEETINGS**
 - 10.1. **JUNE 19 @ 1:00 P.M. MEETING WITH URBAN SYSTEMS**
 - 10.2. **JUNE 19 @ 2:00 P.M. - ASHMONT WATER TREATMENT PLANT TENDER OPENING**
 - 10.3. **JUNE 25 @ 10:00 A.M. - SPECIAL MEETING FOLLOWED BY PUBLIC WORKS MEETING**
 - 10.4. **JULY 2 @ 9:00 A.M. - ZONE MEETING AT BOSCOMBE**
 - 10.5. **JULY 9-11, ASB TOUR - BONNYVILLE**
- 11. **FINANCIAL**
 - 11.1. **LISTING OF ACCOUNTS PAYABLE**
 - 11.2. **COUNCIL FEES**
 - 11.3. **BUDGET TO ACTUAL**
- 12. **ADJOURNMENT**



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May 14, 2013

Start time : 10:00 AM

MINUTES

CALL TO ORDER

The 617th meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:03 a.m., Tuesday, May 14, 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

Janice Huser St. Paul Journal

Kyle Attanasio Municipal Intern

MINUTES

Resolution #CM20130514.1001

Moved By: Councillor Alphonse Corbiere

Motion to approve the minutes of the April 9, 2013 Council Meeting as presented.

CARRIED

Resolution #CM20130514.1002

Moved By: Councillor Maxine Fodness

Motion to approve the minutes of the April 23, 2013 Special Meeting as presented.

CARRIED

**ADDITIONS TO
AGENDA AND
ACCEPTANCE
OF AGENDA**

The following additions were made to the agenda:

7.22 Access Road to PSE 33-58-9-W4

7.23 Request for Funding - Camp Whitney

7.24 Friends of the Fort George & Buckingham House

7.25 Champions for Change - Downtown Committee

7.26 Request for Water to New Fertilizer Plant on NW 19-60-9-W4

Resolution #CM20130514.1003

Moved By: Councillor Cliff Martin

Motion to adopt the agenda for the Regular Meeting of Council for May 14, 2013 with the above noted additions.

CARRIED

**BANK
RECONCILIATION**

Resolution #CM20130514.1004

Moved By: Councillor Glen Ockerman

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

CARRIED

**BRIDGE FOR
FOX
SUBDIVISION IN
HAMLET OF
MALLAIG**

Resolution #CM20130514.1005

Moved By: Councillor Frank Sloan

Motion that the Public Works Department install a culvert in the ditch along the west side of Fox Subdivision in the hamlet of Mallaig and gravel it so residents are able to use it as an access to cross the ditch.

CARRIED

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

Resolution #CM20130514.1006

Moved By: Councillor Glen Ockerman

Motion to approve the Transfer Station Joint Use and Operation Agreement with the Town of Elk Point for the Level 1 Class III Transfer Station located on SW 36-56-7-W4.

CARRIED

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

Resolution #CM20130514.1007

Moved By: Councillor Maxine Fodness

Motion to approve the amended land lease for the NE 2-62-12-W4 which includes specifications for the boundary fence and a first right of refusal (ROFR) clause.

CARRIED

Resolution #CM20130514.1008

Moved By: Councillor Dwight Dach

Motion that administration contact Sherill and Dwayne Bull to enter into a one-year lease agreement for the NE 2-62-12-W4, as they were determined to be the successful applicant at the March Council Meeting.

CARRIED

**UPDATED LAND
LEASE**

Councillor G. Ockerman left the meeting at 10:21 a.m. as he has an interest in lease land.

Resolution #CM20130514.1009

Moved By: Councillor Cliff Martin

Motion to approve the updated Annual Land Lease Agreement to include the first right of refusal clause effective for leases renewed in 2014.

CARRIED

Councillor G. Ockerman entered the meeting at 10:22 a.m.

**WASTE
COLLECTION
AGREEMENT -
SMOKY LAKE
COUNTY**

Resolution #CM20130514.1010

Moved By: Councillor Frank Sloan

Motion that Council approve the Waste Collection Agreement with Smoky Lake County to empty the three 6-cubic yard waste containers at the Mini Transfer Station located on PSE 33-59-12-W4; 7921640E prior to the long weekends from May to September inclusive, in recognition that on occasion some County of St. Paul residents dispose of their household waste at this site.

CARRIED

**ASHMONT
SANITARY
SEWER - BARRY
KUBINCHAK**

Resolution #CM20130514.1011

Moved By: Councillor Cliff Martin

That Council send a letter to the affected residents in the Hamlet of Ashmont offering the installation of the sewer line to (3 lots) Parcel 1 & 2 Plan 701HW and a portion of Parcel A Plan 3509ET in Ashmont at the resident's expense - but allow the them to set up a payment plan for the cost of the line to their property.

CARRIED

**10:30 A.M. -
PUBLIC
HEARING BYLAW
NO. 2013-01 -
MUNICIPAL
DEVELOPMENT
PLAN**

Resolution #CM20130514.1012

Moved By: Councillor Alphonse Corbiere

Motion to adjourn the meeting and proceed to public hearing scheduled for 10:30 a.m. to discuss Bylaw No. 2013-10, Municipal Development Plan.

Time: 10:35

CARRIED

Reeve Upham called the public hearing to order at 10:37 a.m. to discuss Bylaw No, 2013-10, Municipal Development Plan.

Three members of the public were in attendance along with Albert Rachynski, Surveyor and Dave Dittrick, Consultant.

Krystle Fedoretz, Planning and Development, informed Council that the public hearing has been advertised in accordance with section 606 of the M.G.A.

Krystle Fedoretz then informed Council that the purpose the public hearing is to discuss Bylaw No. 2013-10, Municipal Development Plan. She also informed Council that there are no written submissions either for or against the proposed bylaw.

Albert Rachynski spoke against the proposed maximum allowable size of a subdivision which would be 5 acres - with the setbacks as there is no room to accommodate a pump out for a septic system.

Council agreed to change the maximum parcel size for subdivision of land to 10 acres.

He also requested clarification on the fire smart requirements. Krystle Fedoretz advised that the requirements will help to prevent another Slave Lake situation and the deal more with the surroundings, not the development.

Barb Maile/ Velma Hudson

Pge. 9 - Commercial/Industrial Development - controlled by County Council. She requested clarification on non permitted buildings and whether this applies to existing businesses.

Barb Maile - Requested what happens if you have delinquent people who are not following the rules, how does Council make them comply? Krystle Fedoretz informed them of the process that the County is putting in place with respect to stop work orders.

Reeve Upham declared the Public Hearing closed at 10:55 a.m.

Resolution #CM20130514.1013

Moved By: Councillor Glen Ockerman

Motion to give second reading to Bylaw No. 2013-10, with the amendment to the size of the minimum acre subdivision.

CARRIED

Resolution #CM20130514.1014

Moved By: Councillor Frank Sloan

Motion to give third reading to Bylaw No. 2013-10.

CARRIED

**11:00 A.M. -
PUBLIC
HEARING BYLAW
NO. 2013-11 -
LAND USE
BYLAW**

Resolution #CM20130514.1015

Moved By: Councillor Cliff Martin

Motion to adjourn the meeting and proceed to public hearing scheduled for 11:00 a.m. to discuss Bylaw No. 2013-11, Land Use Bylaw.

CARRIED

Reeve Upham called the Public Hearing to order at 11:01 a.m.

Krystle Fedoretz, Planning and Development, informed Council that the Public Hearing has been advertised in accordance with section 606 of the M.G.A.

Krystle Fedoretz then informed Council that the purpose of the Public Hearing is to discuss Bylaw No, 2013-11 as it relates to adopting a new Land Use Bylaw.

Velma Hudson requested clarification on existing developments and use of

roads with heavy equipment.

Barb Mail then requested clarification on light/medium/heavy industrial development; hours of operation and noise

Albert Rachynski spoke against the minimum acre 5 acres site for a subdivision with the same concerns as the MDP, in the previous bylaw the maximum size was 20 acres..

Council agreed to change the maximum parcel size for subdivision of land to 10 acres, to accommodate residents who want to have a pump-out sewer system.

Steve Upham declared public hearing closed at 11:19 a.m.

Resolution #CM20130514.1016

Moved By: Councillor Maxine Fodness

Motion to table second and third reading on Bylaw No. 2013-11 until later during the meeting.

CARRIED

**DISASTER
FORUM 2013 -
MAY 13-16**

Resolution #CM20130514.1017

Moved By: Councillor Glen Ockerman

Motion to ratify Bryan Bespalko's attendance at the 2013 Disaster Forum from May 13-16, 2013 in Banff.

CARRIED

**PREMIER'S
PRAYER
BREAKFAST -
MAY 16**

Resolution #CM20130514.1018

Moved By: Councillor Glen Ockerman

Motion to file for information.

CARRIED

**ASSET
MANAGEMENT
COURSE - JUNE
12-14**

Resolution #CM20130514.1019

Moved By: Councillor Dwight Dach

Motion to approve Darlene Smereka and Bryan Bespalko to attend the NAMS Asset Management Workshop from June 12-14 in Red Deer.

CARRIED

**REQUEST FOR
SPONSORSHIP
FOR PROVINCIAL
TOURNAMENT**

Resolution #CM20130514.1020

Moved By: Councillor Frank Sloan

Motion to approve a \$500 grant for St. Paul Regional High School for sponsorship for attending Provincial Badminton tournament in Calgary on May 3 & 4, 2013, as per policy ADM-51.

CARRIED

**REQUEST FOR
SPONSORSHIP -
RIVERLAND
CHALLENGE**

Originated By: pcorbiere

Resolution #CM20130514.1021

Moved By: Councillor Dwight Dach

Motion to approve a \$500 grant to help offset expenses of the 6th Annual Riverland Challenge.

CARRIED

**FUNDING
REQUEST - ELK
POINT CANADA
DAY
CELEBRATIONS**

Originated By: skitz

Resolution #CM20130514.1022

Moved By: Councillor Alphonse Corbiere

Motion to approve a \$400 grant for the Elk Point Canada Celebrations.

CARRIED

**REQUEST TO
RENT
RECLAIMER -
TOWN OF TWO
HILLS**

Resolution #CM20130514.1023

Moved By: Councillor Frank Sloan

Motion to deny the request from the Town of Two Hills to rent the County's reclaimer as we have enough of our own work to do and the County also assists our urban counterparts.

CARRIED

**EVERGREEN
REGIONAL
WASTE
MANAGEMENT
SERVICES
COMMISSION**

Resolution #CM20130514.1024

Moved By: Councillor Cliff Martin

Motion to deny request from the Evergreen Regional Waste Management Services Commission for a subsidized rate of gravel and to confirm that they will be charged \$25/load.

CARRIED

**PARTNERS IN
INJURY
REDUCTION
REFUND (PIR)**

Originated By: skitz

Council was informed that the County received a rebate of \$16,076 from WCB for their successful participation in the Partners in Injury Reduction Program during 2012.

Resolution #CM20130514.1025

Moved By: Councillor Cliff Martin

Motion to file as information.

CARRIED

**LETTER FROM
COUNTY
LIBRARY BOARD**

Resolution #CM20130514.1026

Moved By: Councillor Dwight Dach

Motion to file the letter from the County Library Board thanking Council for the increased funding for 2013.

CARRIED

**DONATIONS AS
PER POLICY
PER-14**

Resolution #CM20130514.1027

Moved By: Councillor Maxine Fodness

Motion to file the list of promotional items which have been distributed by administration since January, 2013.

CARRIED

**2013 STRATEGIC
PLAN UPDATE -
1ST QUARTER**

Originated By: skitz

Resolution #CM20130514.1028

Moved By: Councillor Cliff Martin

Motion to accept the update for the First Quarter of the 2013 Strategic Plan as information.

CARRIED

**11:00 A.M. -
PUBLIC
HEARING BYLAW
NO. 2013-11 -
LAND USE
BYLAW**

Resolution #CM20130514.1029

Moved By: Councillor Frank Sloan

Motion to give second reading to Land Use Bylaw No. 2013-11, with the amendments to the minimum acre parcel size as discussed.

CARRIED

Resolution #CM20130514.1030

Moved By: Councillor Maxine Fodness

Motion to give third and final reading to Bylaw No. 2013-11.

CARRIED

**SEWAGE
DISPOSAL
CONTRACT**

Resolution #CM20130514.1031

Moved By: Councillor Frank Sloan

Motion to deny the request to enter into the Sewage Disposal Contract with Silverback Sales and instruct administration to bring information back to the public works meeting on ways to work with the volume of effluent that will be produced from the commercial work camps that are being set up in the County.

CARRIED

Reeve Upham recessed the meeting at 12:00 p.m. and reconvened the meeting at 1:05 p.m. with all members present.

Resolution #CM20130514.1032

Moved By: Councillor Maxine Fodness

Motion that Council go in camera at 1:05 p.m. to discuss a land issue.

CARRIED

Resolution #CM20130514.1033

Moved By: Councillor Frank Sloan

Motion that Council return to an open meeting at 1:06 p.m.

CARRIED

1:00 P.M. -

Resolution #CM20130514.1034

Moved By: Councillor Cliff Martin

**PUBLIC AUCTION
OF LANDS - SET
RESERVE BIDS -
IN CAMERA**

Originated By: Imeger

Motion to set the the reserve bids for the properties being offered for sale at the Public Auction of Lands, as advertised in the Alberta Gazette dated March 15, 2013 and the St. Paul Journal issue dated April 30, 2013 be as indicated below:

<u>Roll No.</u>	<u>Legal Description</u>	<u>Assessment</u>	<u>Reserve Bid</u>
11001727	Lot 25, Block 2, Plan 3909TR	31,700	28530

CARRIED

Resolution #CM20130514.1035

Moved By: Councillor Frank Sloan

Motion to appoint Reeve Upham as the auctioneer for the Public Auction of Lands scheduled for 1:30 p.m. today, May 14, 2013.

CARRIED

**BYLAW NO.
2013-12 -
BORROWING
BYLAW - FIRE
HALLS**

Resolution #CM20130514.1036

Moved By: Councillor Maxine Fodness

Motion to give first reading to Bylaw No. 2013-12, which is a long term borrowing bylaw for the fire halls in the Hamlets of Ashmont and Mallaig.

CARRIED

**BYLAW NO.
2013-13 -
BORROWING
BYLAW - PAVING
OF
SUBDIVISIONS**

Resolution #CM20130514.1037

Moved By: Councillor Maxine Fodness

Motion to give first reading to Bylaw No. 2013-13, which is a long term borrowing bylaw for the paving in acreage and lake lot subdivisions.

CARRIED

**AMENDMENT TO
BUDGET FOR
PAVING
PROJECT**

Resolution #CM20130514.1038

Moved By: Councillor Alphonse Corbiere

Motion to amend the 2013 Municipal Operational and Municipal Capital Budget to include the paving project as follows:

Operating and Capital Revenues \$41,073,737
Operating Expense \$19,942,035
Capital Expense \$21,089,158
Surplus \$ 42,545

CARRIED

**AWARD TENDER
FOR PUBLIC
WORKS
BUILDING**

Resolution #CM20130514.1039

Moved By: Councillor Maxine Fodness

Motion that Council award the tender for the retrofit to the Public Works Shop as recommended by Clark Engineering to St. Paul Foundry Ltd. for the building in the amount of \$570,000, and for the building controls to Serv-all Mechanical Services Ltd. in the amount of \$99,473.50 with the unbudgeted portion of the project to be funded by unrestricted surplus.

CARRIED

**ASHMONT
WATER
TREATMENT
PLANT**

Resolution #CM20130514.1040

Moved By: Councillor Frank Sloan

Motion that Council approve the tendering process for the Ashmont Water Treatment Plant; however the tender will only be awarded following confirmation from Alberta Transportation approving additional funding for the shortfall on the project. Any interest expense incurred from short term borrowing to fund the project until the province provides the money will also be charged back to the province.

CARRIED

**1:30 P.M. -
PUBLIC AUCTION
OF LANDS**

Originated By: skitz

At 1:30 auctioneer Reeve Upham announced that he will offer for sale by Public Auction, all parcels listed for sale in the Alberta Gazette, dated March 15, 2013 and the St. Paul Journal issue of April 30, 2013, in respect of which redemption of taxes has not been affected.

He also stated that the sale of each parcel is subject to a reserve bid, to

reservations and conditions in the existing certificate of titles and to the best of his knowledge the properties are vacant unless he indicates otherwise. He also stated that the properties with improvements do not include the sale of any contents. If any properties with improvements are sold at the public auction, the County will have 60 days from the date of the sale to remove the contents from the property. A deposit of 10% will be required with the balance payable after 60 days.

He advised that the properties are being offered for sale on an “as is” “where is” basis, and stated that the County of St. Paul No. 19 makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use zoning, buildings and development conditions, absence or presence of environmental contamination, or the ability to develop the subject land for any intended use by the purchaser.

He also indicated that the County of St. Paul No. 19 may, after the public auction, become owner of any parcel of land that is not sold at the public auction. The properties may be subject to G.S.T.

He then proceeded with the sale and disposed of each parcel as follows:

Roll No.	Legal Description	Reserve Bid	Disposition
11001727	Lot 25, Block 1, Plan 3909TR	\$28,530	No Bid No Sale

REQUEST TO LOBBY PROVINCIAL GOVERNMENT RE: SPLIT MILL RATES

Resolution #CM20130514.1041
Moved By: Councillor Frank Sloan
Motion to appoint Councillor C. Martin and CAO Sheila Kitz to a committee with the MD of Bonnyville, County of Two Hills, County of Minburn and County of Vermilion River to lobby the Provincial Government for a non-residential mill rate split.

CARRIED

ELK POINT AIRPORT AUTHORITY

Resolution #CM20130514.1042
Moved By: Councillor Dwight Dach
Motion to appoint Dwayne Vogel as a member-at-large to represent the County of St. Paul on the Elk Point Airport Authority.

CARRIED

ACCESS ROAD TO PSE 33-58-9-W4

Resolution #CM20130514.1043
Moved By: Councillor Frank Sloan
Motion to approve a cost share with the landowner for the construction of the access road to PSE 33-58-9-W4, which was not completed when the subdivision was developed several years ago.

CARRIED

REQUEST FOR FUNDING - CAMP WHITNEY

Resolution #CM20130514.1044
Moved By: Councillor Dwight Dach
Motion to provide United Church Camp Whitney with a \$20,000 donation to assist with the construction of new dorms.

CARRIED

FRIENDS OF THE FORT GEORGE & BUCKINGHAM HOUSE

Resolution #CM20130514.1045
Moved By: Councillor Dwight Dach
Motion to approve any Councillor who is available to attend the Book Launch and Grand reopening of the newly revamped foyer of Fort George and Buckingham House Interpretive Centre on May 25, 2013.

CARRIED

CHAMPIONS FOR CHANGE - DOWNTOWN

Resolution #CM20130514.1046
Moved By: Councillor Alphonse Corbiere
Motion to approve a \$400 donation for the St. Paul Champions for Change

COMMITTEE	Canada Day Celebrations.	CARRIED
UTILITIES REQUEST FOR PROPOSED FERTILIZER PLANT AT	Resolution #CM20130514.1047 Moved By: Councillor Alphonse Corbiere Motion to table the request from Dechaine Enterprises 2011 to connect to the County utility system at their new location (NW 19-60-9-W4), until the Public Works Meeting.	CARRIED
CAO REPORT	Resolution #CM20130514.1048 Moved By: Councillor Alphonse Corbiere Motion to receive the CAO Report as information.	CARRIED
2:00 P.M. - PUBLIC HEARING - ROAD CLOSURE - BYLAW NO. 2013-09	Resolution #CM20130514.1049 Moved By: Councillor Alphonse Corbiere Motion that the meeting adjourn in order to hold a Public Hearing as scheduled for 2:00 p.m. to discuss Bylaw No. 2013-09, which is a Bylaw to close to public travel and create title to a portion of public lane lying within Block 3, Plan 1005EO, in the Hamlet of Mallaig.	CARRIED
	Reeve Upham declared the public hearing open at 2:05 p.m.	
	Crystal St. Arnault informed Council that the Public Hearing has been advertised in accordance with section 606 of the M.G.A.	
	Crystal St. Arnault then informed Council that the purpose of the Public hearing is to discuss Bylaw No. 2013-09 as it relates to closing to public travel and disposing the lane within Block 3, Plan 1005EO adjacent to Lots 1,2,3,4,5,6, Block 3, Plan 1005EO	
	Administration did not receive any written submissions and no one was in to speak in opposition to the proposed road cancellation.	
	Gilbert St. Arnault spoke in favor of the proposed road cancellation as the owns the property adjacent to the lane and he will be consolidating the lane with the adjacent lots.	
	Reeve Upham declared the public hearing closed at 2:09 p.m.	
2:15 P.M. - THERESA MCQUEEN - RANGE ROAD 103	Theresa McQueen was admitted to the Council Room at 2:15 p.m. to discuss the destruction of Range Road 103 due to heavy hauling down that road. She presented Council with a letter that was signed by the residents living on Range Road 103 along with pictures that she took on May 8th. She stated her disappointment with the condition of the road and that the heaving hauling was allowed to continue even after the the road continued to deteriorate.	
	On behalf of the residents of Range Road 103, Ms. McQueen request that Council fix the road and rebuilt it with a proper grade. Theresa McQueen left the Council Room at 2:33 p.m.	
2:30 P.M. - DARREN SKOLARCHUK	Darren Skolarchuk, Helen Skolarchuk and Walter Skolarchuk entered the Council room at 2:42 p.m. to discuss a land issue. Resolution #CM20130514.1050 Moved By: Councillor Alphonse Corbiere Motion that the meeting to in camera at 2:43 p.m.	CARRIED
	Resolution #CM20130514.1051 Moved By: Councillor Alphonse Corbiere Motion that Council return to an open meeting at 2:57 p.m..	

CARRIED

2:45 P.M. -
DANNY
NYCHYPORUK

Danny Nychyporuk was admitted to the Council room at 2:58 p.m. to discuss a land issue.

Resolution #CM20130514.1052

Moved By: Councillor Glen Ockerman

Motion that Council go in camera at 2:58 p.m. to discuss a land issue.

CARRIED

Resolution #CM20130514.1053

Moved By: Councillor Alphonse Corbiere

Motion that Council return to an open meeting at 4:48 p.m.

CARRIED

Resolution #CM20130514.1054

Moved By: Councillor Cliff Martin

Motion to enter into a contract with the occupant of Lots 1-4, Block 2, Plan 4950EO to make monthly payments of \$400 for the property taxes until such time as they are paid in full.

CARRIED

Resolution #CM20130514.1055

Motion by Councillor Frank Sloan that the County enter into an agreement with the tenant of Plan 8722874, Lot 1 to pay \$5,330.16, which represents the back taxes on the mobile home located on that property, and also request that the tenant pay \$1,200 of his monthly rent directly to the County of St. Paul to be applied to the property taxes, as per section 416 of the M.G.A.

Councillor Glen Ockerman requested a recorded vote.

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

DEFEATED

IN CAMERA
ITEMS

Resolution #CM20130514.1056

Moved By: Councillor Dwight Dach

Motion that administration work with the RCMP to address the parties at the Boat Launch at Lac St. Cyr.

CARRIED

ELK POINT
AIRPORT

Councillor Glen Ockerman informed Council that the Provincial Government will fund the overlay at the Elk Point Airport.

LISTING OF
ACCOUNTS
PAYABLE

Resolution #CM20130514.1057

Moved By: Councillor Alphonse Corbiere

Motion to file the listing of Accounts Payable for the month of May, 2013 as circulated:

<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>
16848	April 3, 2013	16947-17004	\$297,799.58
16867	April 10, 2013	17005-17065	\$182,832.88
16881	April 19, 2013	17066-17120	\$372,406.31
16892	April 30, 2013	17121-17179	\$161,271.46

CARRIED

COUNCIL FEES

Resolution #CM20130514.1058

Moved By: Councillor Frank Sloan

Motion to approve the Council Fees for the Month of April, 2013 as circulated.

CARRIED

**BUDGET TO
ACTUAL**

Resolution #CM20130514.1059
Moved By: Councillor Maxine Fodness
Motion to approve the budget to actual as of April 30, 2013.

CARRIED

ADJOURNMENT

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 5:00 p.m.

These minutes approved this 11th day of June, 2013.

Reeve

Chief Administrative Officer



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

Special Council Meeting

Start time : 12:00 AM

MINUTES

CALL TO ORDER

Reeve Upham called the Special Meeting of the County of St. Paul to order at 10:08 a.m. on Tuesday, May 28, 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

Kyle Attanasio Municipal Intern

ACCEPTANCE OF AGENDA

Resolution #SM20130528.1001

Moved By: Councillor Maxine Fodness

Motion that the agenda for the special meeting be adopted as presented.

CARRIED

BYLAW 2013-14 SHORT TERM BORROWING FOR ASHMONT AND MALLAIG FIRE HALLS

Resolution #SM20130528.1002

Moved By: Councillor Alphonse Corbiere

Motion to give first reading to Bylaw No. 2013-14, which is a short-term borrowing bylaw to incur indebtedness by the issuance of a debenture in the amount of \$2,126,000 for the purpose of building new fire halls in Ashmont and Mailalig.

CARRIED

Resolution #SM20130528.1003

Moved By: Councillor Frank Sloan

Motion to give second reading to Bylaw No. 2013-14.

CARRIED

Resolution #SM20130528.1004

Moved By: Councillor Maxine Fodness

Motion to present Bylaw No. 2013-14 at this meeting for third and final reading.

CARRIED UNANIMOUSLY

Resolution #SM20130528.1005

Moved By: Councillor Cliff Martin

Motion to give third and final reading to Bylaw No. 2013-14.

CARRIED

BYLAW 2013-15 - SHORT TERM

Resolution #SM20130528.1006

Moved By: Councillor Frank Sloan

Motion to give first reading to Bylaw No. 2013-15, which is a short term

BORROWING FOR PAVING PROJECT	borrowing to incur indebtedness by the issuance of a debenture in the amount of \$6,089,000 for paving lake lots and multi lot acreage subdivisions within the County of St. Paul.	CARRIED
	Resolution #SM20130528.1007 Moved By: Councillor Dwight Dach Motion to give second reading to Bylaw No. 2013-15.	CARRIED
	Resolution #SM20130528.1008 Moved By: Councillor Alphonse Corbiere Motion to present Bylaw No. 2013-15 at this meeting for third and final reading.	CARRIED
	Resolution #SM20130528.1009 Moved By: Councillor Maxine Fodness Motion to give third reading to Bylaw No. 2013-15.	CARRIED
ADJOURNMENT	Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 1:15 a.m. These minutes approved this 11th day of June, 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. PLAN 8722874, LOT 1

#20130607008

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

At the May Meeting, Council made a motion to enter into an agreement with the Tenant of Plan 8722874, Lot 1 to pay \$5,330.16 which represents back taxes on the mobile home located on that property as well as request a monthly payment of \$1200 from his rent to be paid towards the taxes. We have been advised by our lawyers that we cannot request the lump sum payment for the back taxes. The renter has already made the first \$1200 payment towards the property taxes.

Recommendation

We require a motion to rescind resolution CM20130514.1053, to enter into an agreement to collect the back taxes on the mobile home on Plan 8722874, Lot 1, based on the recommendations of legal counsel.

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

6.1. 10:30 A.M. - SUMMER VILLAGE OF HORSESHOE BAY

#20130606008

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Council Members from the Summer Village of Horseshoe Bay will be in the present Council with a cheque for their contribution to the Mallaig Fire Hall.

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

6.2. 11:00 A.M. - LAKELANDER'S TRAILER CLUB

#20130605009

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Brad Shapka will be in to give Council an update on the road construction and to request an extension for their agreement for the 2013 camping season.

A copy of the Agreement for the 2012 camping season is attached.

Additional Information

Originated By : skitz



County of St. Paul No. 19

July 19, 2012

Lakelander's Trailer Club
4417-51 Street
St. Paul, Alberta T0A 3A2

Attention: Brad Shapka

Dear Mr. Shapka:

Re: Short Term Access through Floatingstone Municipal Park

County Council at their July 17, 2012 Council Meeting resolved to provide the Lakelander's Trailer Club access through Floatingstone Municipal Park to MLL Lease No. 2202 located at NW 29-60-11-W4th during the 2012 camping season with the following conditions:

- All members of Lakelander's Trailer Club will follow Floatingstone Municipal Park rules. This applies to all rules, however as per our discussion it is imperative that:
 - Park hours are followed – park gates close at 11:00 p.m. and re-open at 8:00 a.m. (deviation from these hours must be negotiated with park attendant in advance)
 - Speed limit must be complied with.
 - No use of shower facilities for Lakelander's Trailer Club members – showers are for the use of campers only.
 - Club members will not be able to purchase firewood at the Park – the sale of firewood is for campers only.
- Lakelander's Trailer Club members will no longer have keys to the main park gate. All keys will be returned (approx 22) to the County of St. Paul – Danny Weinmeier. These keys will be available to club members following the 2012 camping season in order for members to access their lease in the fall.
- Lakelander's Trailer Club members and County staff will have keys to the gate near Group "C" leading to your crown lease.
- The Lakelander's Trailer Club will undertake the building of a road that will provide them an alternate access to their crown lease during 2012. They will also provide an update to the County regarding the progress of this access by March 31, 2013.

Please indicate that you agree with the above conditions for access through Floatingstone Municipal Park for the 2012 camping season by signing one copy of this letter and returning it to the County.

Sincerely,




Sheila Kitz, CLGM
Chief Administrative Officer

The Lakelander's Trailer Club agrees to the conditions of access through Floatingstone Municipal Park for the 2012 camping season as outlined above.

July 26/12

Date



Brad Shapka



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

Issue Summary Report

6.3. 11:30 A.M. - STAFF SGT. WADE TROTTIER

#20130530006

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

S/Sgt. Wade Trottier will be in to provide Council with a Statistical Update.

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

7.1. PORTS TO PLAINS ALLIANCE WORKING GROUP MEETING - MAY 29

#20130605004

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background


The Northern Ports-toPlains Alliance Working Group Meeting with Premier Redford and Ministers Dallas and Griffiths will be held June 20-31 in Wainwright. Registration is \$20.

Recommendation

As per Council's wishes.

Additional Information







Originated By : pcorbiere



PORTS-TO-PLAINS

ALLIANCE

Securing the Benefits of Commerce to
North America's Energy & Agricultural Heartland

Northern Ports-to-Plains Alliance Working Group Meeting

JUNE 20-21 2013 ~ COMMUNIPLEX HALL 2 ~ WAINWRIGHT, AB

Creating a Business Case for the Northern Ports-to-Plains Corridor

Thursday, June 20, 2013
2:30 p.m. Reception hosted by Battle River Alliance for Economic Development

Friday, June 21, 2013
9 a.m. Working Group Presentations

- Overview of Border Crossing Data from 2004-2012
- Eastern Alberta Trade Corridor... Past, Present and Future
- A Corridor for Competitiveness: Western Saskatchewan
- Overview of Other Corridor Studies

1 p.m. Planning for Creating a Business Case for the Northern Ports-to-Plains Corridor


- Connecting to Alberta
- Connecting to Saskatchewan

The Northern Work Group Meeting is held to coincide with activities of the **Wainwright Stampede**. Rodeo performances begin at 7:30 pm Thursday & Friday (\$20 CAD/Ticket.) Tickets available at www.wainwrightstampede.ca/
A dance will also be held at the Elks Hall at 9 pm Friday evening with live music.

Pancake Breakfast on Friday morning from 6-9 a.m.
(On your own—donation to local charities)

**Premier Redford & Ministers
Dallas & Griffiths
NOW CONFIRMED**

INVITED GUESTS INCLUDE:
AB Premier Alison Redford
AB Minister of International and Intergovernmental Relations Cal Dallas
AB Minister of Municipal Affairs / MLA Battle River-Wainwright Doug Griffiths
AB Minister of Agriculture and Rural Development Verlyn Olson



**Due to Wainwright Stampede,
hotels will be booked quickly.**

We have a block of rooms at the following two hotels:


Best Western Wainwright Inn & Suites
Call: 780-845-9934

Rate: \$140

R & R Inn
Call: 780-842-2277

Rate: \$100-108

Reference "Ports to Plains" when booking



Registration Fee: \$20 (US or CAD) Payable in cash or cheque at the door.
Cheques are to be made payable to Palliser Economic Partnership

PLEASE SEND RSVP TO:
Trudy Bice at cityccom@telusplanet.net or call toll free 1-877-226-7552

QUESTIONS?
Joe Kiely, Vice President of Operations, Ports-to-Plains Alliance, joe.kiely@portstoplains.com, 719-740-2240
OR
Len Mitzel, Event Coordinator, len.mitzel@portstoplains.com, 403-580-1181



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

Issue Summary Report

7.2. 2013 AAMDC AGGREGATED BUSINESS SERVICES GOLF TOURNAMENT - JUNE 27

#20130531011

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The AAMD&C Aggregated Business Services Golf Tournament will be held June 27, 2013 in Wetaskiwin, AB in support of the Stollery Children's Hospital Foundation. The ABS golf tournament celebrates and recognizes the loyal members and stakeholders of AAMDC's Aggregated Business Services. Registration for the Trade Forum is \$90. This is a fantastic opportunity to raise funds for a great cause and also to spend time with our valued members and Approved Suppliers.

Recommendation

Motion to approve one team of four to attend the 2013 ABS Golf Tournament in Wetaskiwin on June 27, 2013.

Additional Information

Originated By : KAttanasio



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

Issue Summary Report

7.3. MUNICIPAL AFFAIRS TRAINING COURSES

#20130606015

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Alberta Municipal Affairs, in partnership with ARMAA and LGAA, is piloting the concept of one day Regional Training Sessions for municipal administration. Each session is designed to cover a range of practical topics to assist municipal CAOs and their staff with specific training needs in an informative and interactive environment. They have completed their first session in Grande Prairie and have now scheduled two additional sessions, with the first being held in the Town of Bashaw on Wednesday, June 19, 2013 and the second in the Town of Picture Butte on Tuesday, June 25, 2013. Each session will run from 9:45 am – 4:30 pm and will focus on those practical topics most requested by administrations.

We are looking for approval to send Kyle Attanasio and Phyllis Corbiere to the session scheduled for June 19, 2013 in Bashaw. There is no cost to attend this session.

Recommendation

That Kyle Attanasio and Phyllis Corbiere be approved to attend the Municipal Affairs Regional Training Session in Bashaw on June 19, 2013.

Additional Information

Originated By : skitz

<div> <div> MUNICIPAL AFFAIRS REGIONAL TRAINING SESSION Wednesday June 19, 2013 </div> <hr/> <div> Bashaw Community Centre Bashaw 5020 – 52 Street </div> </div>		
9:45 – 10:00	Registration	
10:00 – 10:15	Opening Remarks – Gary Sandberg	
10:15 – 11:15	Room 1	Room 2
	Tax Recovery	Finance 101
11:15 – 11:30	SESSION TRANSITION	
11:30 – 12:15	Room 1	Room 2
	Regional Service Delivery	The CAOs Role in Assessment
12:15 – 1:15	BREAK FOR LUNCH	
1:15 – 2:00	Room 1	Room 2
	Municipal Sustainability Initiative (MSI) – Statements of Funding and Expenditures	Minute Taking
2:00 – 2:15	SESSION TRANSITION	
2:15 – 3:15	Room 1	Room 2
	Planning 101: Navigating the Development Process	Roles, Responsibilities and Relationships – From an Administrative Perspective
3:15 – 4:00	Open House with Municipal Affairs’ Advisors	
4:00 – 4:30	Feedback Session	



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

Issue Summary Report

7.4. ARMAA CONFERENCE

#20130530007

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The ARMAA Conference is scheduled for September 4-6, 2013 in Lethbridge. We are looking for approval for Sheila Kitz, Tim Mahdiuk, and Kyle Attanasio to attend.

Recommendation

That Sheila Kitz, Tim Mahdiuk, and Kyle Attanasio be approved to attend the ARMAA Conference in Lethbridge on September 4-6, 2013.

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

7.5. REQUEST FOR SPONSORSHIP FOR PROVINCIAL TOURNAMENTS

#20130605003

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

We have received a request from the Mallaig School and Regional High School requesting sponsorship to attend the Provincial Track and Field Championship which was held June 7 & 8, 2013 in Calgary.

Recommendation

Motion to approve a \$500 grant for Mallaig School and St. Paul Regional High School to attend the Provincial Track and Field Championship on June 7 & 8, 2013 in Calgary.

Additional Information

Originated By : pcorbiere



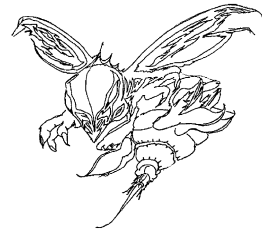
École Mallaig School

PO Box 90 Mallaig, Alberta T0A 2K0

Telephone/Téléphone: (780) 635 – 3858

Fax/Télécopieur: (780) 635 – 3938

E-mail: mcs@sperd.net



County of St. Paul No. 19

May 31, 2013

5015 – 49 Avenue
St. Paul, AB T0A 3A4
Canada

Re: Provincial Track & Field Sponsorship

Dear Council Members:

The County of St. Paul No. 19 has donated money to our school for provincial competitions which has been very much appreciated. We will be sending our track & field team to Calgary on June 6 – 8, 2013. If the County is still in a position to donate funds to École Mallaig School for this championships, we would appreciate your support.

Your contribution would greatly assist our school's athletic program and would alleviate some of the financial implications of sending our teams to such elite competitions. Thank you very much for considering our request.

If you have any questions please do not hesitate to contact me at school (635-3858).

Sincerely,

Ian MacGillivray
Assistant Principal,
Athletic Director
École Mallaig School

Thursday May 30, 2013

Dear County of St. Paul,

On June 7th and 8th, St. Paul Regional High School will be going to the ASAA 2013 High School Track & Field Provincial Championships in Calgary. As you may have heard, we had a solid zone championship and ended up winning the 3A banner and total points for all schools involved.

I know that the County of St. Paul supports teams that compete at the Provincial level in athletics and you have supported us quite a bit this past season with assistance in Cross Country Running, Volleyball and Badminton. We would like to apply for the provincial funding to help us cover the expenses of sending 24 students and coaches for that competition. If there is any paper work that needs to be filled out, please let us know.

I know that the County has supported us in the past, and we appreciate any support you can give. If you have any questions or concerns, please do not hesitate to contact me at St. Paul Regional High School @ 780-645-4491 or by email hank_smid@sperd.ca.

Sincerely,

Hank Smid
Athletic Director
St. Paul Regional High School



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

Issue Summary Report

7.6. REQUEST - ST. PAUL CRISIS CENTRE

#20130606005

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The St. Paul Crisis Centre and the St. Paul RCMP are holding their first annual Charity Golf Tournament on June 15th. All monies raised from the tournament will be given back to a local charity and this year's charity of choice is the Columbus House of Hope.

They are looking cash and/or donations for prizes or silent/live auction items.

Recommendation

Council to decide if they will make a donation to the golf tournament.

Additional Information

Originated By : pcorbiere



To whom it may concern:

The St. Paul Royal Canadian Mounted Police are holding their first annual Charity Golf Tournament. All monies raised from the tournament will be given back to a local charity. The charity of choice for this year's event will be the Columbus House of Hope. This very worthwhile organization has been helping families in the St. Paul area for many years. Columbus House of Hope provides a safe haven for families during times of crisis as well as counseling services and outreach programs. Our hope is that this tournament will be a great success for years to come and assist Columbus House of Hope in continuing their good work in our community.

The tournament will be a Texas Scramble format and will take place at the St. Paul Golf Club on June 15th, 2013. With the help of our generous sponsors, we hope to offer prizes for every golfer that plays in the tournament as well as door prizes and the hole-in-one awards.

As both of the organizations involved in this golf tournament are non-profit, we are seeking donations from generous sponsors in our community to make this tournament as successful as possible. Be assured that your contribution will provide help to individuals in need right here in your community. A donor envelope is enclosed for your convenience and we are thankful for donations of money or prize items. We hope you will support our efforts. In case of any queries, please contact us at the contact information provided below.

Thank you for your consideration and continued support.

Sincerely,

Noreen Cotton
Columbus House of Hope
director@stpaulcrisiscentre.ca
phone: 780-645-5132

Sgt Tim Kelly
St. Paul RCMP
tim.kelly@rcmp-grc.gc.ca

*St. Paul RCMP/ St. Paul Crisis Centre
Charity Golf Tournament
Sponsorship Opportunities*

"HOLE IN ONE" Insurance

There are four Par 3 Holes that qualify for **Hole –in-One Insurance**:

Hole # 4, #8, #13, #18 (More holes can be shortened if necessary).

Hole-in-One Insurance offers the unique opportunity for businesses to showcase a New Product, or offer a substantially large monetary prize for relatively little cost.

Prize Indemnity Insurance defined: (from Wikipedia)

One of the earliest and most common forms of prize indemnity insurance is hole-in-one insurance. Hole-in-one insurance reimburses the sponsor for the cost of awarding a hole-in-one prize in the event a tournament participant successful hits a hole-in-one during the tournament. According to the newspaper USA TODAY the odds of an amateur golfer hitting a hole in one are about 1 in 12,500~ These low odds allow sponsors to offer expensive prizes to golfers able to hit a hole-in-one during tournament play. In order to be able to afford such expensive prizes, sponsors can purchase prize indemnity coverage to protect themselves from having to pay for the prize from their own funds.

OTHER WAYS YOU CAN HELP:

DOOR PRIZES

PRIZES FOR LOWEST AND HIGHEST SCORES

TEAM PRIZES

SILENT AUCTION ITEMS

LIVE AUCTION ITEMS

ITEMS FOR THE "GRAB BAGS" (one grab bag is given to each golfer)

THE RCMP CHARITY GOLF TOURNAMENT PRESENTS AN EXCELLENT OPPORTUNITY FOR SPONSORS TO ADVERTISE THEIR BUSINESS, AND TO SHOWCASE THEIR SUPPORT OF THE COMMUNITY

THERE WILL BE UP TO 144 GOLFERS PARTICIPATING IN THIS TOURNAMENT

For more information please call or email
Noreen Cotton 780-645-5132 director@stpaulcrisiscentre.ca
Sgt. Tim Kelly tim.kelly@rcmp-grc.gc.ca



CHARITY GOLF TOURNAMENT
ST. PAUL RCMP/ST. PAUL CRISIS CENTRE

JUNE 15, 2013

St. Paul Golf Club

Registration 8:00 am

18 hole Texas Scramble-Shotgun start @9:00am

REGISTRATION FORM

Amount enclosed

Individual Golfer Name _____

OR

Team Name _____

Golfer 1 _____

Golfer 2 _____

Golfer 3 _____

Golfer 4 _____

Total amount enclosed _____

Contact information: Phone# _____ email address _____

Golf Packages:

*(If paid by May 31st)

- | | | |
|--|----------|----------|
| <input type="radio"/> Team (Green fees x 4, 1 shared carts, steak supper x4) | \$440.00 | \$400.00 |
| <input type="radio"/> Individual (Green fees x1, shared cart, steak supper x1) | 110.00 | 100.00 |
| <input type="radio"/> Steak Supper only | 25.00 | 25.00 |

**Early Bird Registration, discount if paid by May 31st*

Sponsorship packages:

- | | |
|---|-----------|
| <input type="radio"/> Platinum sponsorship (4 golfers, 4 suppers, sponsorships sign on Golf Course) | \$1000.00 |
| <input type="radio"/> Gold Sponsorship (1 golfer, 1 supper, sponsorship sign on Golf Course) | 200.00 |
| <input type="radio"/> Silver Sponsorship (2 tickets for supper, sign on Golf Course) | 150.00 |
| <input type="radio"/> Bronze Sponsorship (Sponsorship sign on Golf Course) | 100.00 |

Please make cheques payable to St. Paul & District Crisis Association

THANK YOU FOR YOUR SUPPORT!

CRA# 119193860RR0001

For more information please call or email

Noreen Cotton 780-645-5132 director@stpaulcrisiscentre.ca

Sgt. Tim Kelly tim.kelly@rcmp-grc.gc.ca

***Registrations may be faxed to 780-645-1966 or mailed to
Columbus House of Hope Box 1237 St. Paul, AB T0A 3A0***

Deadline for registration June 8, 2013



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

Issue Summary Report

7.7. RODEO WEEK KICK OFF SUPPER

#20130606014

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The Chamber of Commerce is preparing for their annual Rodeo Week Kick-Off Supper on August 26, 2013. In previous years they accepted silent auction items; however, this year they are requesting a cash donations which will be used to purchase large ticket prizes to be raffled off at the Rodeo Supper.

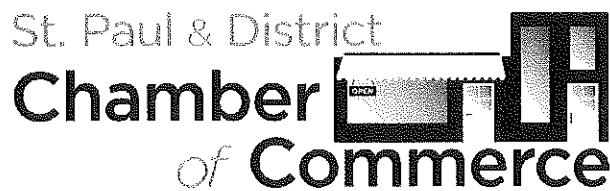
In the past, Council donated one 10 yard load of gravel to be delivered within the County for a silent auction item, which would currently be worth \$250.

Recommendation

Motion to approve a cash donation of up \$250.

Additional Information

Originated By : skitz



May 2013

Dear Business Owner/Manager,

The St. Paul & District Chamber of Commerce has begun preparations to host the **Rodeo Week Kick-Off Supper on August 26th, 2013**. This event will launch the week of activities being held in conjunction with the annual Lakeland Rodeo Association Finals being held in St. Paul August 29th – September 1st. We have made some exciting changes in the entertainment and fundraising portion of this event.

In previous years, we accepted silent auction donation items. However, this year the St. Paul & District Chamber of Commerce is kindly requesting a **cash donation**.

The monies donated will be used to purchase large ticket prizes to be raffled off at the Rodeo Supper. Please provide your donations by June 28th so we are able to move forward in purchasing our large ticket raffle items.

Your business name will be recognized at the Rodeo Supper in a display of appreciation.

Donations can be mailed to *Box 887, St. Paul, AB T0A 3A0* or can be dropped off at the Chamber office located at 4802 – 50 Ave. Cheques can be made payable to the *St Paul & District Chamber of Commerce*. For further information, you can contact the Chamber office at 780-645-5820 or admin@stpaulchamber.ca.

This is our major fundraiser for the year and we would like to thank you for your contribution to the success of this evening.

Kind Regards,

Board of Directors
St Paul & District
Chamber of Commerce



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

Issue Summary Report

7.8. CANADA DAY CELEBRATIONS IN ASHMONT

#20130606010

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The FCSS Department is hosting a Canada Day Celebration in Ashmont. Janice is requesting if Council would be willing to sponsor the ribbons for the show and shine along with a door prize? The total cost would not exceed \$500.00.

You can check out the Canada Day website at: <http://ashmontcanadaday.com/>

Recommendation

Council to decide if they will make a donation to the Ashmont Canada Day Celebrations.

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

7.9. LETTER OF SUPPORT - NEW HORIZONS GRANT

#20130606009

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The FCSS Department is applying for a New Horizons Grant for funding to build a pickle ball court at the Westcove Campground. Janice is requesting a letter of support to accompany her grant application. For her grant application she will also require permission from Council to build them on County property.

Recommendation

Motion to provide the FCSS Department with a letter of support to accompany their New Horizons Grant application to build a pickle ball court and to confirm that the courts can be built on County land.

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

7.10. FARM FAMILY AWARD

#20130606012

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Further to Council's discussions at the Ag Service Board Meeting, the ASB department has submitted the Capjack Family, Sidehill Spring Farms as a nominee for the Farm Family Award to be awarded at Farmfair 2013 in November. The deadline for applications was June 3.

Recommendation

Motion to ratify the Capjack Family, Sidehill Farms as the nominee for the 2013 Farm Family Award, as per the recommendations of the ASB Committee.

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

7.11. REQUEST TO CANCEL PROPERTY TAXES ON LOT 6, BLOCK 3, #20130606004 PLAN 0021847

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The group of owners of Lot 6, Block 3, Plan 0021847, know as Aline Drive Water Service Ltd., is requesting that the 2013 municipal portion of the property taxes be cancelled (\$746.68). The lot is used for a dugout and a small shed that houses the equipment to pump water to the lots in the subdivision. The property taxes are paid by the lot owners who are connected to the water service.

In 2011 & 2012 Council cancelled the Municipal property taxes on this lot.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere

May 22,2013

County of St Paul No. 19,
Attn. County Councillors,
Reeve;Councillor Div. # 4
Attn. Ms.Maxine Fodness:

Re: Request Council Consideration.

Rebate of Municipal Tax Portion on 3.350 acre "Water Service" site only;
The site (Pump House/with Dugout)services four (4) acreages known as
The Bert Pratch Subdivision at 207 58512 SCNDRY 881

I ,Ed Glossop , represent this noted group of four acreages, all adjacent to
Aline Drive, all connected to a central water access source acre site known
as;

	Lot	Blk	Plan	Roll Number
S.E 33. 58. 9. 4	6	3	0021847	9833117

We are collectively known as "Aline Drive Water Service", for legal land
rights only. Our group is only a non profit registered company limited; of
which each family holds a ¼ interest . Associated to/Connected to each legal
acreage property ,respectively. Note: Each owner understands a sale of their
acreage, also means the sale of their ¼ interest in Lot #6 included.

Since securing a legal connection of each acreage property to this water site
in 2005, the additional tax of this location(i.e. Lot #6 to each acreage home
site) has been a tax assessment increase from \$200-per year to approx
\$1000- per year in only an eight (8) year period.

(\$206 in 2005, \$934 in 2010, \$942 in 2011,\$941 in 2012, \$860 in 2013)

Therefore we respectfully request "A council consideration of municipal
tax cancellation or reduction: as provided for: Under Sec 347 (1) of the
Municipal Government Act. Since tax year 2011, the site tax was "Reduced
to NR Alta School Foundation only. Please reconsider this application again
for the taxation year 2013

Please contact myself for further required information ,question or
clarification of same. "Thank You Very Much" for your time and trouble, in
regards to this urgent to us "Annual Matter.

Sincerely,

Ed. Glossop,

P.O #1567, St. Paul T0A3A0

Ph. 780 645 5529



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

7.12. 2013 MUNICIPAL FALL ELECTION - RETURNING OFFICER

#20130606006

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Section 9(1) of the Local Authorities election Act requires that an elected authority may, by resolution, appoint a returning officer for the purposes of conducting elections.

Recommendation

Motion to appoint Calvin Leckie as Returning Officer and Kyle Attanasio as his assistant for the 2013 Municipal Election.

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

7.13. 2013 MUNICIPAL FALL ELECTION - POLLING STATIONS AND ADVANCED POLLS

#20130606007

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Polling stations were held at the following locations for the 2010 election:

Advanced Poll: Elk Point Seniors Recreational Centre & County Office

Polling Stations: Div. 1 Ferguson Flats Hall

Heinsburg Seniors Centre

Valley Service Garage

Division 2 Elk Point Seniors Centre

Stoney Lake Community Hall

Division 3 St. Paul Legion Hall

Lac Bellevue Hall

Division 4 Cork Hall

St. Paul Legion Hall

Division 5 Ashmont Legion

Boscombe Community Centre

St. Vincent Parish

St. Paul Legion Hall

Division 6 Mallaig Seniors Centre

Boyne Lake Ukrainian Church

McRae Recreation Centre

St. Lina Ag Society Hall

Recommendation

Motion that Council approve the location of the above noted polling stations and set the date for the advanced poll.

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

7.14. BYLAW NO. 2013-16 - SPEED CONTROL BYLAW

#20130531001

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Bylaw 2013-16 is being presented to Council to regulate and control vehicle speed on County roadways. This Bylaw was brought before the Policy Committee on May 30, 2013.

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

Recommendation

Motion to give 1st reading to Bylaw No. 2013-16, Speed Control Bylaw.

Motion to give 2nd reading to Bylaw 2013-16.

Motion to present Bylaw 2013-16 at this meeting for 3rd reading.

Motion to give 3rd and final reading to Bylaw 2013-16.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2013-16

A Bylaw of the County of St. Paul in the Province of Alberta to regulate and control vehicle speed on County roadways.

WHEREAS Council deems it desirable and expedient to pass such a bylaw. Under and by virtue of the authority conferred upon it by the Municipal Government Act, the Council of the County of St. Paul being duly assembled, hereby enacts as follows:

Section 1: Title

This bylaw may be cited as the “Speed Control Bylaw” of the County of St. Paul No. 19.

Section 2: Definitions

In this bylaw, unless the context otherwise requires, the word, term or expression:

- a) “Council” refers to the duly elected Council of the County of St. Paul
- b) “County” refers to the County of St. Paul No. 19
- c) “Roadway” refers to a highway or road that is subject to the direction, control, and management of the County
- d) “Municipal Park” refers to those recreational lands which are owned by or controlled by the County and which do not form part of a Highway
- e) “Officer” refers to a bylaw enforcement officer, peace officer, or member of the RCMP who is authorized to enforce bylaws, and for the purposes of inspection and enforcement under the Bylaw, an officer is a designated Officer of the municipality.

Section 3: Rates of Speed

- 3.1 No person shall operate a vehicle at a greater rate of speed than one hundred kilometres per hour (100 km/hr) on Range Road 50 (Murphy Road) north of Secondary Highway 646 to the County Boundary.
- 3.2 No person shall operate a vehicle at a greater rate of speed than ninety kilometres per hour (90 km/hr) on Moosehills Road from Highway 41 to Junction Murphy Road.
- 3.3 Except as provided in Sections 3.1, 3.2, 3.4, 3.5 and 3.6 of this Bylaw, no persons shall operate a vehicle on a roadway at a greater rate of speed than eighty kilometres per hour (80 km/hr) unless otherwise posted.
- 3.4 No person shall operate a vehicle at a greater rate of speed than fifty kilometres per hour (50 km/hr) on any roadway located in any hamlet or industrial/commercial subdivision except for the Hamlet of Lottie Lake which shall be posted at thirty kilometres per hour (30 km/hr).
- 3.5 No person shall operate a vehicle at a greater rate of speed than thirty kilometres per hour (30 km/hr) on any roadway located in any residential subdivision.
- 3.6 No person shall operate a vehicle at a greater rate of speed than twenty

kilometres per hour (20 km/hr) on any roadway located in a County Municipal Park.

- 3.7 The County Administrator has the authority to prescribe where traffic control devices restricting the speed of vehicles will be placed to notify drivers of rates of speed. The speed limit on a highway which does not bear traffic control devices regarding the speed limit is presumed to be 80 kilometres per hour in rural areas and 50 kilometres per hour in a hamlet or industrial/commercial subdivision.
- 3.8 The Superintendent of Public Works or his delegate is hereby authorized to fix a maximum speed limit in respect of any part of a roadway under construction, repair or in a state of repair that requires a speed limit other than the posted speed as established in Section 3.3 for that roadway.
- 3.9 Where speed limits are fixed pursuant to Section 3.7, the Superintendent of Public Works or his delegate shall cause to be erected along the roadway signs indicating the speed limit so prescribed.

Section 4: General Traffic Control

- 4.1 The County Administrator and the Superintendent for Public Works, or their designates are, each of them, authorized to sign, close, barricade or prevent vehicle passage on any highway or bridge which has, in their opinion, become unsafe for transit and may for purposes of this section, detour traffic for any distance or on any routes deemed necessary under the circumstances.
- 4.2 Traffic control devices erected for the purpose of Section 4.1 shall remain erected and in place until the Superintendent or his delegate is satisfied the bridge or roadway is no longer unsafe.

Section 5: Enforcement

- 5.1 Periodically, Officers will enforce these speed limits within the County.

Section 6: Enforcement and Prosecution

- 6.1 All violations will be accompanied by the appropriate fee, as identified in the Fee Schedule Bylaw.
- 6.2 Any fine or penalty imposed under this Bylaw shall inure to the benefit of the County.

Section 7: Severability Provision

- 7.1 Should any provision of this bylaw be invalid, then the invalid provision shall be severed and the remaining bylaw shall be maintained.

Section 8: Repeal of Bylaws

- 8.1 Bylaw 1170, 1323, 1355, and 1371 all amendments thereof, are hereby repealed.

Bylaw No. 2013-16
Page 3

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

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

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

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

Reeve

Chief Administrative Officer



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

7.15. BYLAW NO. 2013-17 - DOG CONTROL BYLAW

#20130531003

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Bylaw 2013-17 is being presented to Council to approve provisions for dog control in the County. This bylaw was brought before the Policy Committee on May 30, 2013. The changes are noted in red.

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

Recommendation

Motion to give first reading to Bylaw 2013-17, which is a bylaw for the regulation and control of dogs running at large within the County of St. Paul.

Motion to give second reading to Bylaw 2013-17.

Motion to present Bylaw 2013-17 at this meeting for third reading.

Motion to give third reading to Bylaw 2013-17.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2013-17

A Bylaw of the County of St. Paul in the Province of Alberta to provide for the regulation and control of dogs running at large within the County of St. Paul.

WHEREAS Section 7 of the Municipal Government Act, 2000, Chapter M-26, and amendments thereto, of the Province of Alberta, provide that a Municipal Council may enact a Bylaw respecting wild and domestic animals and activities in relation to them.

NOW, THEREFORE: The Council of the County of St. Paul No. 19 in the Province of Alberta, duly assembled enacts as follows:

Section 1: Title

This Bylaw shall be cited as “The Dog Control Bylaw.”

Section 2: Definitions

In the Bylaw unless the context otherwise requires:

- a) “At large” means off the premises of the owner and not under the control of the person;
- b) “Dog Control Officer” shall mean,
 - i) A person appointed under Section 555 and 556 pursuant to the Municipal Government Act, RSA 2000, Chapter M-26, employed or contracted by the County to enforce the County Bylaws;
 - ii) Community Peace Officer as defined under the Peace Officer Act, SA 2006, Chapter P-3.5;
 - iii) A member of the Royal Canadian Mounted Police (RCMP); or
 - iv) Fish and Wildlife Officer appointed under the Wildlife Act (Alberta);
- c) “Controlled Confinement” shall mean the confinement of a dog in a pen, cage or building or securely tethered in a manner than will not allow the dog to bite, harm, or harass any person or animal;
- d) “County” shall refer to the County of St. Paul No. 19.
- e) “Damage to Property” shall include defecating or urinating on such property;
- f) “Dog Show” shall refer to any event for the purpose of showing or exhibiting dogs which is sanctioned or recognized by the Canadian Kennel Club;
- g) “Dog Training School” shall refer to any facility for which the primary purpose is the training of dogs, and at which facility dog training activities are under the direct control and supervision of a dog trainer;
- h) “Kennel” shall mean any property, wherein four (4) or more dogs are harboured, boarded, permitted, or sheltered within the municipal boundaries of the County;

- i) "Land Use Bylaw" shall mean the County's Land Use Bylaw, as amended;
- j) "Owner" shall refer to:
 - i) a person who has the care, charge, custody, possession, or control of a dog;
 - ii) a person who owns or who claims any proprietary interest in a dog;
 - iii) a person who harbours, suffers, or permits a dog to be present on any property owned or under their control;
 - iv) a person who claims and receives a dog from the custody of the County dog shelter or a Bylaw Control Officer
 - v) a person to whom a license tag was issued for a dog in accordance with the Bylaw;
- k) "Permitted Leash" shall refer to a leash adequate to control a dog to which it is attached, and which leash shall not exceed two metres in length;
- l) "Possession" shall refer to:
 - i) Having physical or effective control of a dog;
 - ii) Having given physical or effective control of a dog to another person for the purpose of controlling the dog for a period of time;
 - iii) Where one or two or more persons has physical or effective control of a dog, it shall be deemed to be in control of each and all of them.
- m) "Restricted Dog" shall mean any dog included in Schedule A of this Bylaw;
- n) "Secure Enclosure" shall mean a building, cage, or fenced area of such construction that will not allow the confined dog or dogs to escape from that enclosure;
- o) "Vicious Dog" shall refer to:
 - i) Any dog with a known propensity, tendency, or disposition to attack, without provocation, any person or animal;
 - ii) Any dog which has been deemed to be dangerous by a Justice under the provisions of the Dangerous Dogs Act of Alberta, as amended;
- p) "County Dog Shelter" shall mean premises designated by the County for the impoundment and care of dogs.

Section 3: Dog Control Provisions

- 3.1) An owner whose dog is At Large is guilty of an offence;
- 3.2) An owner of a dog of the female sex is guilty of an offence if the dog is not housed and confined in a building during the whole period such as the dog is in heat, except that the dog may be allowed outside for a reasonable period for the sole purpose of defecating and urinating on the property of the owner;
- 3.3) An owner whose dog barks or howls so as to disturb the quiet or repose of any person is guilty of an offence;

- 3.4) An owner of any dog which has damaged any public or private property area within the municipal boundaries of the County is guilty of an offence;
- 3.5) The County may post signs indicating those public property areas where dogs are not permitted, and an owner whose dog is in an area where a sign prohibits the presence of dogs, whether at large or under the control of such owner, is guilty of an offence;
- 3.6) Any person who harbours, boards, permits or shelters more than two (2) dogs over the age of six (6) months on any property within the municipal boundaries of the County, except for farmers or a County-approved kennel, is guilty of an offence;
- 3.7) Section 3.6 herein, shall not apply to:
 - 3.7.1 Premises lawfully used for the care and treatment of dogs, operated by, or under the supervision of a licensed veterinarian
 - 3.7.2 Any premises which may be used for the purpose of a dog show;
 - 3.7.3 Any person in possession of a valid County development permit to operate a kennel within the County, as authorized by the County Land Use Bylaw
 - 3.7.4 Any lot with eighty (80) acres or more with a single residence
- 3.8) An owner of a dog is guilty of an offence if such a dog:
 - 3.8.1 Threatens, attacks, or harasses any person;
 - 3.8.2 Chases any person while such a person is walking, running, on bicycle or horseback;
 - 3.8.3 Attacks, harasses, injures, or kills any animal belonging to any person.
- 3.9) An owner of a vicious or restricted dog is guilty of an offence if such a dog is not at all times on the property of the owner and is confined within a secure enclosure, unless the dog is on a permitted leash and controlled by the owner;
- 3.10) An owner shall not be required to have a restricted dog on a permitted leash while being shown or displayed at a dog show, or is in attendance at a dog training school.
- 3.11) Any person interfering with, hindering, or impeding a Bylaw Enforcement Officer in the performance of any duty authorized by this Bylaw is guilty of an offence.

Section 4: Power of a Dog Control Officer

- 4.1) The Officer is authorized to capture and impound in the County dog shelter any dog which is at large, the dog control officer is further authorized to take such reasonable measures as necessary to subdue such dogs including the use of tranquillizer equipment and materials. If any such dog is injured, it may be taken to a veterinarian for treatment to relieve pain or bleeding, then to the County dog shelter.
- 4.2) All impounded dogs may be kept in the County dog shelter for a period of seventy-two (72) hours. Sundays and Statutory holidays shall not be

Bylaw No. 2013-17

Page 4

included in the computation of the seventy-two (72) hour period. During this period, any dog may be redeemed by its owner, except as otherwise provided in this Bylaw, upon payment to the County of its authorized agent of.

4.2.1 The appropriate impoundment fee as set out in Schedule B of this Bylaw.

4.2.2 The cost of any veterinary treatment required for a dog that was injured when picked up or in the act of capture.

Section 5: Penalty Provisions

5.1) Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine as set out under the Fee Schedule Bylaw.

5.2) Notwithstanding Section 5.1 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing another offence under this Bylaw; and who was:

5.2.1) Found liable on summary conviction for that earlier offence; or

5.2.2) Who was issued a Violation Tag pursuant to Section 6 herein and paid the amount specified in the Violation tag within thirty (30) days;

May be liable on summary conviction to a fine as set out under the Fee Schedule Bylaw.

5.3) All violations will be accompanied by the appropriate fee, as identified in the Fee Schedule Bylaw.

Section 6: Violation Tags

6.1) An Officer is hereby authorized and empowered to issue a Violation Tag to any person, whom the Officer has reasonable and probable grounds to believe contravened any provision of this Bylaw;

6.2) A Violation Tag may be issued to such a person:

6.2.1 Either personally;

6.2.2 By mailing a copy to the owner's last known post office address;

6.2.3 Upon retrieval of such person's dog from the County dog shelter.

6.3) The violation tag shall be in a form approved by the County and shall state:

6.3.1 The name of the owner

6.3.2 The offence

6.3.3 The appropriate penalty for the offence as set out in the Fee Schedule Bylaw

6.3.4 That the penalty shall be paid within thirty (30) days on the issuance of the Violation Tag

6.3.5 Any other information the County deems pertinent

6.4) Where a contravention of this Bylaw is of a continuing nature, further violation tags may be issued by the Officer, provided however, that no more than one violation tag shall be issued for each day the contravention continues.

Bylaw No. 2013-17
Page 5

- 6.5) Where a Violation Tag is issued pursuant to this Section, the person to whom the violation tag is issues may, in lieu of being prosecuted for the offence, pay to the County the penalty specified on the Violation Tag.
- 6.6) Nothing in this Bylaw shall prevent the Officer from immediately issuing a violation ticket.

Section 7: Violation Ticket

- 7.1) If the penalty specified on a Violation Tag is not paid within the prescribed time period, then the Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedure Act, S.A. 1988, c. P-21.5.
- 7.2) Notwithstanding Section 7.1, an Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedure Act, S.A. 1988, c. P-21.5, without first issuing a violation tag.

Section 8: Repeal of Bylaws

- 8.1) Bylaws 1293 and 1313 and all amendments thereof, are hereby repealed.

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

Read a first time in Council this 11th day of June, A.D. 2013.

Read a second time in Council this 11th day of June, A.D. 2013.

Read a third time in Council this 11th day of June, A.D. 2013.

Reeve

Chief Administrative Officer

SCHEDULE A

RESTRICTED DOGS

- 1) Any dog commonly known as a Pitbull;
- 2) Pit Bull Terrier;
- 3) American Pit Bull Terrier;
- 4) Any dog of mixed breeding which includes any of the following breeds:
 - a) Pitbull Terrier
 - b) American Pitbull Terrier
 - c) Staffordshire Bull Terrier, or
 - d) American Staffordshire Terrier



County of St Paul No 19
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Issue Summary Report

7.16. BYLAW NO. 2013-18 - ASSESSMENT APPEALS FEE BYLAW #20130531004

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Bylaw 2013-18 is being presented to Council to establish a fee structure for assessment appeals. This Bylaw was brought before the Policy Committee on May 30, 2013.

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

Recommendation

Motion to give first reading to Bylaw 2013- 18, which is a bylaw to establish a fee structure for assessment appeals .

Motion to give second reading to Bylaw 2013-18.

Motion to present Bylaw 2013-18 at this meeting for third reading.

Motion to give third reading to Bylaw 2013-18.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2013-18

A Bylaw of the County of St. Paul in the Province of Alberta establish a fee structure for assessment appeals.

WHEREAS Section 481 (1) of the Municipal Government Act, SSA. 1994 enables a Council to set fees payable by persons wishing to appeal the assessment of a parcel; and

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

1. All assessment appeal applications must be accompanied by the appropriate fee, as identified in the Fee Schedule Bylaw.
2. Appeal applications submitted without the appropriate fee shall not be accepted.
3. If the Assessment Review Board finds in favour of the applicant, the fee or fees for the applicable parcel or parcels shall be returned to the applicant.
4. If an applicant submits appeals for several parcels, the fees for each parcel shall only be returned for those parcels in which the applicant received a favourable judgment from the Assessment Review Board.
5. This bylaw shall come into effect on the date of final passing thereof.
6. Bylaw No. 1304 and all amendments are hereby repealed.

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

Read a first time in Council this 11th day of June, A.D. 2013.

Read a second time in Council this 11th day of June, A.D. 2013.

Read a third time in Council this 11th day of June, A.D. 2013.

Reeve

Chief Administrative Officer



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Issue Summary Report

7.17. BYLAW NO. 2013-19 - OFF-HIGHWAY VEHICLE BYLAW

#20130531002

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Bylaw No. 2013-19 is being presented to Council to set guidelines for the use of off-highway vehicles. This bylaw was brought to the Policy Committee on May 30, 2013.

Proposed changes are noted in red.

Recommendation

Motion to give first reading to Bylaw 2013-19, which is a bylaw to provide for control and regulation of off-highway vehicles within the corporate boundaries of the County of St. Paul.

Motion to give second reading to Bylaw 2013-19.

Motion to present Bylaw 2013-19 at this meeting for third reading.

Motion to give third reading to Bylaw 2013-19.

Additional Information

Originated By : KAttanasio

	<div>COUNTY OF ST. PAUL NO. 19</div> <div>BY-LAW NO. 2013-19</div> <div>A Bylaw of the County of St. Paul No. 19 in the Province of Alberta, pursuant to the provisions of the Traffic Safety Act, R.S.A. 2000 c. T-6, as amended, to provide for the control and regulation of off-highway vehicles within the corporate boundaries of the County of St. Paul No. 19.</div> <div>WHEREAS Council deems it desirable and expedient to pass such a Bylaw</div> <div>THEREFORE, the Council of the County of St. Paul No. 19 enacts as follows:</div> <div>PART 1 - TITLE & DEFINITIONS</div> <div>Section 1</div> <div>This Bylaw may be cited as “The Off-Highway Vehicles Bylaw” of the County of St. Paul No. 19.</div> <div>Section 2</div> <div>In this Bylaw, unless the context otherwise requires, the word, term or expression:</div> <div><div>a) “Bylaw Enforcement Officer” means a Bylaw Enforcement Officer appointed by the County pursuant to the Municipal Government Act, S. A. 2000, section 555, as amended, to enforce the County’s Bylaws, and includes a member of the Royal Canadian Mounted Police and, when authorized, a Special Constable.</div><div>b) “Council ” shall mean the Council of the County of St. Paul No. 19.</div><div>c) “County” shall mean the County of St. Paul No. 19.</div><div>d) “Highway” means a highway as defined in the Traffic Safety Act, R.S.A. 2000 c. T-6, as amended.</div><div>e) “Off-Highway Vehicle” shall mean any motorized vehicle designed for cross country travel on land, water, snow, ice, marsh or swamp land or on other natural terrain that is licensed and insured and includes:<div><div>i. Four-wheel drive or low pressure tire vehicles,</div><div>ii. Motorcycles and relatedTwo-wheel vehicles <u>not licensed for highway travel under the Motor Vehicle Administration Act,</u></div><div>iii. Amphibious machines,</div><div>iv. All terrain vehicles,</div><div>v. Snow vehicles,</div><div>vi. Quads,</div><div>vii. Any other means of transportation which is propelled by power other than muscular power, wind or gravity,</div></div></div><div>But does not include:<div><div>viii. Motor boats</div><div>ix. Four wheel drive vehicles licensed for highway travel under the Motor Vehicle Administration Act</div><div>x. <u>Two-wheel vehicles licensed for highway travel under the Motor Vehicle Administration Act</u></div></div></div><div>f) “Roadway” shall mean that part of a highway intended for use by vehicular traffic;</div><div>g) “Specified Areas” means areas designated for use by off-highway vehicles as outlined in Schedule “A” attached to this Bylaw;</div></div>
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g) “Permitted Use Area” refers to any of the following:

- i. County roads are prescribed in Section 3.1.i. of this Bylaw
- ii. Designated trails

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PART 2 - PROVISIONS

Section 3

1. No person shall operate an off highway vehicle on any portion of a highway within the County excepting only as follows namely:
 - i. The shoulder portion of all highways under the County’s care and control, traveling in the same direction as traffic, in single file and at speeds not to exceed 50 km/h;
 - ii. On unlicensed, undeveloped road allowances at speeds not to exceed 50 km/h. (All licensed undeveloped road allowances are required to have posted signs indicating the name of the licensee pursuant to Bylaw No. 1315) Permission to access these licensed areas must be granted from the licensee.
 - iii. Lanes in all hamlets, residential and commercial subdivisions within the County with the following restrictions:
 - a) lanes be used only for on route and returning from permitted use areas,
 - b) speeds not to exceed 320 km/h.
 - iv. Areas specified in Schedule A hereto attached
2. A person who is authorized to operate an off-highway vehicle within the County pursuant to the Off-Highway Vehicle Act or this Bylaw shall:
 - i. Travel at a maximum speed as conditions warrant not to exceed fifty (50) kilometers per hour;
 - ii. Travel only in single file;
 - iii. Travel in the same direction as the vehicles travelling on that side of the roadway;
 - iv. All passengers on the off-highway vehicle shall come to a complete stop before the operator commences to cross the roadway;
 - v. The operator of the off-highway vehicle shall yield the right-of-way to all other vehicles and persons on the roadway;
 - vi. The operator of the off-highway vehicle shall cross over the roadway or portion thereof by the most direct route available;
 - vii. When it is necessary to cross a sidewalk to enter a roadway, the operator of an off-highway vehicle shall come to a complete stop before crossing the sidewalk;
 - viii. No person shall operate or be a passenger on an off-highway vehicle where the number of persons on the off-highway vehicle exceeds the number of persons that the off-highway vehicle is designed to carry.
 - ix. A person operating an off-highway vehicle must ensure that the off-highway vehicle is equipped with one white light in front and at least one red light at the rear and that such lights are alight when the off-highway vehicle is being operated at night time hours or when insufficient light or atmospheric conditions make it necessary.
 - x. No person shall operate an off-highway vehicle on County owned property other than the routes specified in Schedule “A” or on any public property within the corporate limits of the County.

Section 4

1. The provisions of this Bylaw do not apply to the Bylaw Enforcement Officer or agents or employees of the County or agents of the federal or provincial Crown, while operating an off-highway vehicle in the performance of their official duties.

Page 3
Bylaw No. 2013-19

- 2. During an emergency, disaster, or search and rescue operation within the County, as determined by Council or its designate, the provisions of this Bylaw may be waived, varied or suspended by Council or its designate.

PART 3 - PENALTIES

Section 5

- 1. The owner of an off-highway vehicle involved in a contravention of this Bylaw is guilty of an offence unless the owner establishes that at the time of the offence the off-highway vehicle was not being driven or left parked by the owner or any other person with the owner's consent, either expressed or implied.

Any person who contravenes a provision of this Bylaw is guilty of an offence and is liable to a penalty as follows:

- i. ~~For a first offence Fifty dollars (\$50.00)~~
 - 2. ii. ~~For a second and subsequent offence One Hundred Dollars (\$100.00)~~ set out in the Fee Schedule Bylaw

- 2.3. Under no circumstances shall any person contravening any provision of this Bylaw be subject to the penalty of imprisonment.

PART 4 - VIOLATION TAGS AND VIOLATION TICKETS

Section 6

- 1. A Bylaw Enforcement Officer is hereby authorized and empowered to issue a violation tag to any person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 2. A violation tag may be issued to such person:
 - i. Either personally; or
 - ii. By mailing a copy to such person at his or her last known Post Office address.
- 3. The violation tag shall be in a form approved by the County or the responsible County Officer and shall state:
 - i. The name of the person;
 - ii. The offence;
 - iii. The appropriate penalty for the offence as specified in this Bylaw;
 - iv. That the penalty shall be paid within thirty (30) days of the issuance of the violation tag;
- 4. Where a contravention of this Bylaw is of a continuing nature, further violation tags may be issued by a Bylaw Enforcement Officer, provided that no more than one violation tag shall be issued for each day that the contravention continues.
- 5. Where a violation tag is issued pursuant to this Bylaw, the person to whom the violation tag is issued may, in lieu of being prosecuted for the offence, pay the County Treasurer the penalty specified on the violation tag.
- 6. Nothing in this Bylaw shall prevent a Bylaw Enforcement Officer from immediately issuing a violation ticket.
- 7. If the penalty specified on a violation tag is not paid within the prescribed time period, then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a violation ticket pursuant to Part II of the Provincial

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Page 4
Bylaw No. 2013-19

Offences Procedure Act, S.A. 1988, c. P-21.5, as amended.

PART 5 - SEVERABILITY

Section 7

- 1. Should any provision of this Bylaw be invalid, then such provision shall be severed and the remaining Bylaw shall be maintained.

PART 6 - EFFECTIVE DATE

Section 8

- 1. Bylaw No. 1426 is hereby repealed.
- 2. This Amended Bylaw comes into force and effect upon third and final reading.

Read a first time in Council this 11th day of June, 2013

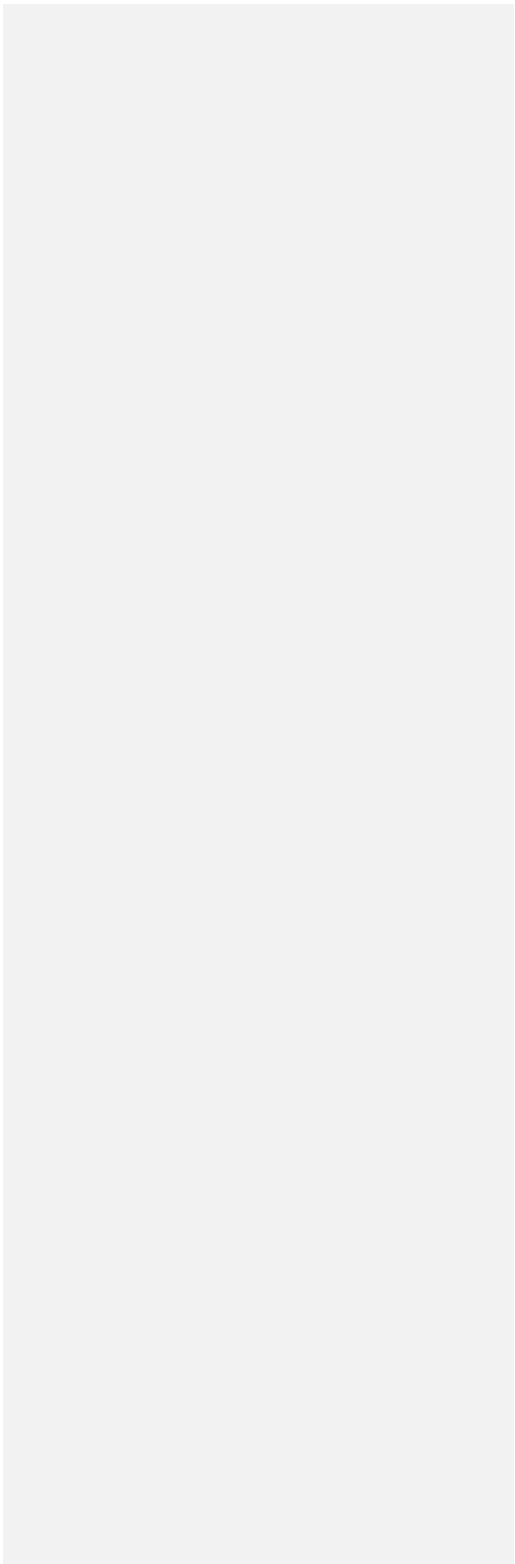
Read a second time in Council this 11th day of June, 2013.

Read a third time in Council this 11th day of June, 2013

Reeve

Chief Administrative Office

Page 5
Bylaw No. 2013-19





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

Issue Summary Report

7.18. BYLAW NO. 2013-20 - SHORT TERM BORROWING FOR ASHMONT WATER TREATMENT PLANT

#20130605002

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Bylaw No. 2013-20 is being presented to Council to approve short term borrowing in the amount of \$2,240,263 for the Ashmont/Lottie Lake Transmission Line and Upgrade the Water Treatment Plant in the Hamlet of Ashmont.

Recommendation

Motion to give first reading to Bylaw No. 2013-20, which is a short term borrowing bylaw for the Ashmont/Lottie Lake Transmission Line and Upgrade the Water Treatment Plant in the Hamlet of Ashmont.

Motion to give second reading to Bylaw No. 2013-20.

Motion to present Bylaw No. 2013-20 for third reading.

Motion to give third reading to Bylaw No. 2013-20.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2013-20

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to incur indebtedness by the issuance of debenture(s) in the amount of \$2,240,263 to complete the Ashmont/Lottie Lake Transmission Line and Upgrade the Water Treatment Plant in the Hamlet of Ashmont.

WHEREAS the Council of the Municipality has decided to issue a bylaw pursuant to Section 257 of the Municipal Government Act to authorize the financing, undertaking and completion of the Ashmont/Lottie Lake Transmission Line and Upgrade the Water Treatment Plant in the Hamlet of Ashmont.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$6,410,000.00 and the Municipality estimates the following grants and contributions will be applied to the project:

Grants:	\$4,169,737.00
Debenture:	<u>\$2,240,263.00</u>
Total Cost:	\$6,410,000.00

In order to complete the project it will be necessary for the Municipality to borrow the sum of \$2,240,263 for a period not to exceed 5 years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw. The estimated lifetime of the project financed under this bylaw is equal to, or in excess of FORTY (40) years.

The principal amount of the outstanding debt of the Municipality at December 31, 2012 is \$3,361,656.00 and no part of the principal or interest is in arrears.

All required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPALITY DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. That for the purpose of completing the Ashmont/Lottie Lake Transmission Line and Upgrading the Water Treatment Plant in the Hamlet of Ashmont in the sum of TWO MILLION TWO HUNDRED AND FORTY THOUSAND, TWO HUNDRED AND SIXTY THREE DOLLARS (\$2,240,263.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Municipality at large, of which amount the full sum of \$2,240,263.00 is to be paid by the Municipality at large.
2. The proper officers of the Municipality are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this by-law, namely completing the Ashmont/Lottie Lake Transmission Line and Upgrading the Water Treatment Plant in the Hamlet of Ashmont.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest instalments not to exceed FIVE (5) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed EIGHT (8) percent.
4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.

Bylaw No. 2013-20
Page 2

- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the by-law shall be applied only to the project specified by this by-law.
- 7. This bylaw comes into force on the date it is passed.

Read a first time this 11th day of June, 2013.

Read a second time this 11th day of June, 2013.

Read a third time this 11th day of June, 2013.

Reeve

Chief Administrative Officer



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Issue Summary Report

7.19. BYLAW NO. 2013-21 - LONG TERM BORROWING BYLAW - ASH WTP & ASHMONT/LOTTIE LAKE TRANS. LINE #20130605001

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Bylaw No. 2013-21 is being presented to Council for first reading. Bylaw No. 2013-13 is a bylaw to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$599,335 for the upgrade to the Ashmont Water Treatment Plant.

After first reading, the proposed by-law based on estimated or tendered costs, must be advertised at least once a week for two consecutive weeks as per Section 606 of the M.G.A. The electors may, within 15 days from the date of the last publication of the notice, petition Council for a vote on the money by-law.

If a valid petition is presented to Council within the specified time period, the Council may abandon the project, or, if it decides to proceed with the by-law, shall first submit the by-law to a vote of the electors, and if assented to by the vote, may proceed.

After the Bylaw receives second and third reading there is 30 days for the public to appeal the decision through the courts.

Recommendation

Council to give first reading to Bylaw No. 2013-21, Long Term Borrowing for the County's portion of the Water for Life Funding for the Ashmont Water Treatment Plant and the Ashmont/Lottie Lake Water Transmission Line Project.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2013-21

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to incur indebtedness by the issuance of debenture(s) in the amount of \$599,335 for the County’s portion of the Water for Life Funding for the Ashmont Water Treatment Plant and the Ashmont/Lottie Lake Water Transmission Line Project.

WHEREAS the Council of the Municipality has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing, undertaking and completion for the County’s portion of the Water for Life Funding for the Ashmont Water Treatment Plant and the Ashmont/Lottie Lake Water Transmission Line Project.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$6,410,000 and the Municipality estimates the following grants and contributions will be applied to the project:

Approved Grants:	\$4,169,737.00
Short Term Borrowing:	\$1,640,928.00
Long Term Debenture:	<u>\$ 599,335.00</u>
Total Cost:	\$6,410,000.00

In order to complete the project it will be necessary for the Municipality to borrow the sum of \$599,335.00, for a period not to exceed 20 years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw.

The estimated lifetime of the project financed under this bylaw is equal to, or in excess of FORTY (40) years.

The principal amount of the outstanding debt of the Municipality at December 31, 2012 is \$3,361,656.00 and no part of the principal or interest is in arrears.

All required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPALITY DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. That the County’s portion of the Water for Life Funding for the Ashmont Water Treatment Plant and the Ashmont/Lottie Lake Water Transmission Line Project in the sum of FIVE HUNDRED AND NINETY NINE THOUSAND THREE HUNDRED AND THIRTY FIVE DOLLARS (\$599,335) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Municipality at large, of which amount the full sum of \$599,335.00 is to be paid by the Municipality at large.
2. The proper officers of the Municipality are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this by-law, namely for the County’s portion of the Water for Life Funding for the Ashmont Water Treatment Plant and the Ashmont/Lottie Lake Water Transmission Line Project.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest instalments not to exceed TWENTY (20) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed EIGHT (8) percent.

Bylaw No. 2013-21
Page 2

- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
- 5. The indebtedness shall be contracted on the credit and security of the Municipality.
- 6. The net amount borrowed under the by-law shall be applied only to the project specified by this by-law.
- 7. This bylaw comes into force on the date it is passed.

Read a first time this 11th day of June, 2013.

Advertised the _____ day of _____, 2013 and the _____ day of _____, 2013 in the St. Paul Journal and Elk Point Review.

Read a second time this _____ day of _____ 2013.

Read a third time this _____ day of _____ 2013.

Reeve

Chief Administrative Officer



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Issue Summary Report

7.20. PW-59 - GRAVEL SALES POLICY (AMENDMENT)

#20130531010

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Policy PW-59 is being presented to Council to include amendments which states the inclusion of industry into our gravel sales policy provided the gravel is used on County-based infrastructure and that any requested outside of the policy will be brought to Council for consideration.

Recommendation

Motion to approve the amendment to Policy PW-59, as it relates to sales to industry for use on county infrastructure and any requests outside of the policy, as per the recommendations of the Policy Committee.

Motion to set the gravel rate at \$25 per cubic yard for industry with no maximum for the number of yards.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL #19

Policy Number

PW-59

Title

Gravel Sales

Page 1 of 2

Date Approved

July 8, 2011

Statement: The County of St. Paul will make crushed gravel available for sale for the ratepayers of the County of St. Paul.

Purpose: To provide County ratepayers and industry with the opportunity to purchase crushed gravel for use on infrastructure within the County.

Procedures: County Council will determine the rate at which gravel will be sold and delivered to County ratepayers and industry. The rate for all gravel products will be as per the Fee Schedule Bylaw.

County Council reserves the right to limit the amount of gravel to be sold to a maximum 100 cubic yards per rural address annually within the County of St. Paul.

Ratepayers can place their gravel order through the Public Works Department beginning April 1 and will be accepted as long as late season weather permits supply and delivery. The end date will be at the discretion of the Superintendent of Public Works and/or designate.

Ratepayers will be allowed to choose from these non-spec categories:

- a) $\frac{3}{4}$ inch crush gravel
- b) 2"-3" crush gravel
- c) screenings

All sales are dependent on surplus availability of product and ability to deliver the product.

All requests that fall outside this policy will be referred to the Council of the County of St. Paul No. 19.

Gravel Sales

COUNTY OF ST. PAUL NO. 19

Date Approved July 8, 2011	Page 2 of 2	Policy Number PW -59
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Ratepayers wishing to haul their own gravel from gravel pits will have the purchase rate adjusted to reflect no delivery charge. Gravel picked up in the County public works yard will be charged at the full rate.

Gravel will be delivered and charged in a minimum quantity of 10 cubic yards.

Ratepayers of the County of St. Paul will be allowed to purchase gravel and have it delivered to their property within a 5 mile radius of the County border for agricultural purposes.

Ratepayers have the option to have the gravel stockpiled or spread as needed.

Ratepayers must ensure the area(s) gravel will be delivered to be free of obstruction and safe for County crews and equipment to work.

Gravel for maintenance at:

1. Churches
2. Cemeteries
3. Community halls
4. Local non-profit groups

Will be at no cost, however larger quantities requested will be brought to Council for consideration.

Pre inspection of delivery site may be necessary to determine the type of unit to be used for delivery.

The County reserves the right to refuse delivery of gravel to any ratepayer if the area(s) is deemed, by delivery staff, unsafe or difficult to access. Any requests that extend beyond this policy will be brought before Council.

	DATE
APPROVED BY COUNCIL	July 8, 2011
AMENDED	February 12, 2013
AMENDED	



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Issue Summary Report

7.21. ASB-89 STONEY LAKE AND SILER CREEK DAM REMOVAL POLICY

#20130531005

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Policy ASB-89 is being presented to Council to approve a beaver dam removal policy at Stoney Lake and Siler Creek. This policy was brought before the Policy Committee on May 30, 2013.

Recommendation

Motion to approve policy ASB-89 as it relates to beaver dam removal on Stoney Lake and Siler Creek, as per the recommendations of the Policy Committee.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL #19

Policy Number

ASB-89

Title

Beaver Dam

Page 1 of 2

Date Approved

Policy:

Stoney Lake and Siler Creek Dam Removal Policy

This policy is for any dam blown or removed on Siler Creek from the source of the creek at Stoney Lake to its mouth at the North Saskatchewan River.

If there is a complaint about a beaver dam on Siler Creek the County of St. Paul will assess the situation and see if there is problem with a dam. Other solutions to dam removal will be contemplated.

If it is deemed the dam must be removed it will be subject to an environmental review through a qualified company such as EnviroMak (18331 105 Ave Edmonton, Alberta T5S 2K9).

The company will decide what and if any action can be taken. The company will send out the notice to the Department of Fisheries and Oceans(DFO). The company will also decide if it is necessary to take readings on the amount of silt in the water for Alberta Environment. The company will also decide on the best time of year and whether a controlled release is necessary or a complete removal. If it is necessary a representative from the company, DFO or Alberta Environment may be present for the removal.

Easements will be obtained to enter any land needed to remove the dam as well as an agreement by the landowner to pay any applicable blasting fee to the County of St. Paul.

COUNTY OF ST. PAUL NO. 19**Beaver Dam****Date Approved****Page 2 of 2****Policy Number ASB-89**

Any landowner downstream of the dam to be removed will be contacted with the date and time of the proposed removal at least 1 week prior to the removal. This contact will be done with a telephone call or in person. This will allow time for the affected landowners to contact the County with any concerns.

Every Effort will be taken to ensure every effected party is in agreement with the dam removal. Efforts will be taken to minimize damage or erosion caused downstream of any dam removal.

The dam removal or other measures taken will be monitored by the County to review its effectiveness for any subsequent problems on the creek.

	DATE
APPROVED BY COUNCIL	
AMENDED	
AMENDED	



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Issue Summary Report

7.22. ASB-90 - BEAVER CONTROL ON DAMS AFFECTING PUBLIC INFRASTRUCTURE

#20130531006

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Policy ASB-90 is being presented to Council to approve beaver control measures when interfering with public infrastructure. This policy was brought before the Policy Committee on May 30, 2013.

Recommendation

Motion to approve Policy ASB-90, Beaver Control on Dams Affecting Public Infrastructure, as per the recommendations of the Policy Committee.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL #19

Policy Number

ASB-90

Title

**Beaver Control on
Dams Affecting
County Infrastructure**

Page 1 of 1

Date Approved

Policy:

Objective: To establish a policy that clearly defines the County's approach to beaver activity and the effects of this activity on land that affects public infrastructure.

Policy Statement: In recognition that beaver activity can negatively impact municipal infrastructure, the County of St. Paul No. 19 will undertake beaver control when such activity is causing or has the potential to cause, any detrimental effects on County infrastructure.

Regulations and Guidelines:

The County of St. Paul No. 19 will obtain easements from adjacent residents. The County must have possession of these easements prior to the commencement of the control work. It is also the County's responsibility to notify landowners that may be adversely affected (upstream and downstream) by the removal of a beaver dam(s).

All beaver dam removals will be completed once all necessary documentation is in place.

	DATE
Approved by Council	
Amended	
Amended	



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Issue Summary Report

7.23. ASB-91 - BEAVER CONTROL ON PRIVATE LAND POLICY

#20130531007

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Policy ASB-91 is being presented to Council to approve beaver control measures affecting private property in the County. This policy was brought before the Policy Committee on May 30, 2013.

Recommendation

Motion to approve Policy ASB-91 as it relates to establishing the County's approach to beaver control on private land, as per the recommendations of the Policy Committee.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL #19

Policy Number

ASB-91

Title

**Beaver Control on
Private Land**

Page 1 of 2

Date Approved

Policy:

Objective: To establish a policy that clearly defines the County's approach to beaver activity and the effects of this activity on private land.

Policy Statement: In recognition that beaver activity can negatively impact local ratepayers and their private property, the County of St. Paul No. 19 will perform beaver control on private land within the boundaries of the County of St. Paul No. 19 on a complaint basis. Residents can apply for this service using the County's Beaver Control Application Form. The fee for this service can be found in the Fee Schedule Bylaw and will be charged to the landowner or occupant for each individual beaver dam that requires removal. In the event that more than one unit requires removal, the fee will be applied to each individual unit.

Regulations and Guidelines:

Landowners are responsible for requesting the appropriate authorization from the Department of Fisheries and Oceans, whether it be a letter of acknowledgment or a permit.

All beaver dam removals will be completed once all necessary documentation is in place.

A "Permission to Enter Form" must be signed by the landowner before the commencement of work.

It is the Applicant's responsibility to acquire all the necessary signed easements from adjacent landowners that may have beaver dams that are affecting their property. The County must have possession of these easements prior to the commencement of the control work. It is also the Applicant's responsibility to notify landowners that may be adversely affected (upstream and downstream) by the removal of a beaver dam(s).

Appendix 1 for 7.23.: Beaver Dam Control on Private Land

The County of St. Paul and their employees have the right to refuse any requests by a Landowner on his/her property at their discretion. If, in the opinion of the Blaster in charge, the control work cannot be carried out safely by Municipal Staff, the responsibility for control will be with the Landowner or Occupant. It is the responsibility of the Landowner and/or occupant to remove any problematic beavers in accordance with all federal, provincial and municipal laws and regulations.

	DATE
Approved by Council	
Amended	
Amended	



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Issue Summary Report

7.24. PW-92 - ROAD PROTECTION/MAINTENANCE AGREEMENT POLICY

#20130531008

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Policy PW-92 is being presented to Council to approve the use of road protection/maintenance agreements with heavy haulers. This policy was brought before the Policy Committee on May 30, 2013.

Recommendation

Motion to approve policy PW-92 as it relates to a road protection/maintenance agreement with heavy haulers as per the recommendations of the Policy Committee.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL #19

Policy Number

PW-92

Title

**Road Protection /
Maintenance
Agreement**

Page 1 of 3

Date Approved

Objective:

To establish a policy whereby firms and vehicle owners who wish to use roads within the County of St. Paul No. 19 engage in extended hauls or to haul overweight or over-dimensional loads may do so with a minimum amount of regulation (including road bans), while ensuring that a minimum amount of damage is caused to County roads.

Policy Statement and Guidelines:

The County of St. Paul No. 19 recognizes that from time to time, the use of local road infrastructure may fall outside what can be considered as normal wear and tear. Consequently, and to ensure and enable the continued movement of products in and out of the County of St. Paul No. 19, while preserving the integrity of the infrastructure, Council has established Road Protection/Maintenance Agreements.

The primary intent of Road Protection/Maintenance Agreements is to provide the signing parties with an efficient and practical process by which heavy haulers compensate the municipality for any additional road protection and maintenance resulting from their concentrated haul. Road Protection/Maintenance agreements are intended to cover only the incremental cost that occurs over and above regular protection and maintenance costs caused by the increased pressures of heavy and frequent hauls.

The County of St. Paul values and recognizes the contribution of the agricultural sector to regional growth and vitality. The intent of this policy is respond to the use of local road infrastructure that falls outside normal wear and tear. Thus, the County wishes to proceed working cooperatively with agriculturists to limit regulation whenever possible. Generally, agriculturists will not be required to enter into Road Protection/Maintenance Agreements. However, the Superintendent of Public Works retains the authority to determine if individual hauling acts are causing damage to public roads that warrants compensation.

The County of St. Paul No. 19 aims to enter into Road Protection/Maintenance Agreements with all operators engaging in industrial activity including the hauling of gravel, sand or dirt.

For the purposes of this Agreement, Heavy Hauler will refer to individual or companies that meets any one of the following criteria:

- a) Uses Tridem Axle Vehicles
- b) Hauls Overweight or Over-dimensional Loads as determined by the County of St. Paul No. 19
- c) Uses Designated County Haul Roads and all other Registered Roads in the County
- d) Signs and thus, Agrees to Execute a Road Protection/Maintenance Agreement

Guidelines:

- 1) The requirement for Road Protection/Maintenance Agreements including the terms and conditions contained therein shall be at the discretion of the County of St. Paul No. 19.
- 2) As a condition of a Road Protection/Maintenance Agreement, security in the form of an irrevocable letter of credit, certified cheque, or cash may be required. Normally the requirement will be waived. In the event that a Hauler damages the road and does not immediately arrange for and start repairs, the Hauler may be required to provide a security deposit on future hauls. The need for a security deposit shall be at the discretion of the Superintendent of Public Works.
- 3) The terms and conditions of the Road Protection/Maintenance Agreements shall take into consideration factors such as weather, road conditions, types of product, equipment being hauled, and any other pertinent factors.
- 4) All haul routes to be utilized must be approved by the County of St. Paul prior to being used by industrial or commercial road users.
- 5) Road Protection/Maintenance Agreements, when required, must be with the primary company, not the trucking company if the trucking company is different from the primary company.
- 6) Staff from the County of St. Paul No. 19 will inspect roads included in a haul route to ensure that road conditions are maintained at an acceptable standard.
- 7) Any hauler in violation of the terms of the Road Protection/Maintenance Agreement may have their permission to utilize the road suspended until such time as they comply with the conditions of their Road Protection/Maintenance Agreement to the satisfaction of the County of St. Paul No. 19.
- 8) All haulers shall abide by the speed limits set by the County when the approval to haul is issued or when conditions so dictate. Failure to abide by the lowered speed limits may result in suspension of the Road Protection/Maintenance Agreement until such time as the issue is resolved.
- 9) The Hauler is responsible for obtaining any applicable permits or authorizations from Alberta Transportation.
- 10) The Hauler shall not use tire chains on any paved or oiled roadways at any time.
- 11) The Hauler shall not perform any work outside of normal hauling activities or while their units are on any road. As well, they shall not park, or operate, any vehicles on public roadways such that they create an unsafe situation or cause a nuisance to other road users.
- 12) The Hauler may be held responsible for any additional maintenance, protection and ice control on County roadways which may be required over and above that normally provided by the County.

Appendix 1 for 7.24.: Road Protection/Maintenance Agreements

- 13) Conditions of the haul may include, but are not limited to speed, time of haul, axle loading, suspension of haul when road damage is evident, provision of traffic control persons and accommodation of road users.
- 14) The Hauler agrees to cease hauling during inclement weather conditions, including excessive rain, or at the request of the County of St. Paul No. 19.
- 15) The Hauler shall, upon direction from the County of St. Paul, provide dust control at any residence along the designated haul route being used for the duration of the project.
- 16) The Hauler agrees to leave the road in a safe condition at all times.
- 17) The Hauler agrees not to block County roads under any circumstances. Through traffic must be maintained at all times.
- 18) The Hauler agrees to indemnify and save harmless the County of St. Paul No. 19 from and against all loss, costs, charges, damages and expenses which the County of St. Paul No. 19 may suffer or sustain as a result of the operations of the Hauler on County roads or on leases accessing these County roads, excepting any loss, costs, charges, damages and expenses, caused by the willful misconduct or negligence of the County.
- 19) The Hauler shall provide the County of St. Paul No. 19 with proof of adequate insurance coverage and be in compliance with all procedures of the County of St. Paul No. 19.
- 20) When this policy requires the County of St. Paul No. 19 to exercise discretion or take some action, the authority to do so is delegated to the Superintendent of Public Works or his delegate.
- 21) The Hauler shall provide a contact name and telephone number in the event that the County has any issues or inquiries regarding the project.
- 22) The Hauler shall inspect the road ways prior to use. Any defects shall be reports to the Superintendent of Public Works for the County of St. Paul No. 19 or his designate.
- 23) The Hauler agrees to pay for any repairs to road damage caused by their operations; over and above normal wear and tear. Should damage be caused to the roads, the Hauler shall cease operations immediately and notify the County.
- 24) The Council of the County of St. Paul No. 19 authorizes the Superintendent of Public Works or his designate to act as signatory on all Road Protection/Maintenance Agreements on behalf of the County of St. Paul No. 19.

	DATE
Approved by Council	
Amended	
Amended	



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

Issue Summary Report

7.25. PW-93 - MAINTENANCE OF PATHWAYS AT LAKE SUBDIVISIONS

#20130531009

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Policy PW-93 is being present to Council to affirm that the County will not be responsible for the maintenance of pathways at lake subdivisions. This policy was brought before the Policy Committee on May 30, 2013.

Recommendation

Motion to approve Policy PW-93, which is a policy to affirm that the County will not be responsible for the maintenance of pathways at lake subdivisions as per the recommendations of the Policy Committee.

Additional Information

Originated By : KAttanasio

COUNTY OF ST. PAUL #19

Policy Number

PW-93

Title

**Maintenance of
Pathways at Lake
Subdivisions**

Page 1 of 1

Date Approved

Objective:

To establish a policy regarding the maintenance of pathways in lake subdivisions within the municipal boundaries of the County of St. Paul No. 19

Policy Statement and Guidelines:

The County of St. Paul No. 19 will not provide for the maintenance and upkeep of pathways in lake subdivisions.

A pathway is defined as any access to a lake within any lake subdivision.

Residents wishing to create pathways may do so by obtaining a permit as per the County of St. Paul No. 19's Land Use Bylaw, as amended.

	DATE
Approved by Council	
Amended	
Amended	



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

7.26. MACHURA TEMPORARY ACCESS AGREEMENT

#20130531012

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Agreement is being presented to Council to approve a temporary access agreement with William Machura. The agreement was presented to the Public Works Committee on May 28th, 2013.

Recommendation

Motion to ratify the Temporary Access Agreement with William Machura to use Lot 4, Block 1, Plan 80120848 to access the sewage dumping facility on the property directly south of 3012 Park Avenue in the Hamlet of Mallaig.

Additional Information

Originated By : KAttanasio

June 6, 2013

William Machura
President
Top Yield Fertilizers Ltd.
Box 501
Andrew, AB
T0B 0C0

Re: Temporary Access Agreement

Mr. Machura,

The County of St.Paul is proposing to enter into a Temporary Access Agreement with you for your property known as 3012 Park Avenue (lot 4, block 1, plan 8120848) in the Hamlet of Mallaig, located in the Northeast of section 24, township 60, range 10, west of the 4th meridian, in the province of Alberta.

The purpose of the Access Agreement is to provide a temporary access for individuals to use a sewage dumping facility located on the County of St.Paul property directly south of 3012 Park Avenue.

The proposed access will be on the west end of the property, using the existing access road. The County of St.Paul will be responsible for upgrading and maintaining this access (if necessary) for the duration of the agreement.

As compensation to you for the use of the lands, the County of St.Paul will provide a maximum of thirty (30) meters of 600mm culvert plus couplers for your use on your property along range road 100, just south of the hamlet of Mallaig.

The duration of the agreement shall be three (3) years from the date the agreement is signed by the parties.

Upon the expiration of the agreement, the County of St.Paul will reclaim the access to the same, or better, state the access was in prior to the agreement being signed.

Appendix 1 for 7.26.: Machura Access Agreement

Sheila Kitz
CAO
County of St. Paul

Date

William Machura
President
Top Yield Fertilizers Ltd.

Date



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

Issue Summary Report

7.27. WATER CUSTOMER CONTRACT

#20130606017

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

Administration has been working on a Water Customer Contract for residents connecting to County water lines/Commission line. Attached is the document that Administration has developed with the assistance of Brownlee LLP. This contract outlines the obligations of both the residents and the County for connections to our water systems.

Recommendation

That Council approve the Water Customer Contract as presented for residents connecting to County/Water Commission water lines.

Additional Information

Originated By : skitz



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

CUSTOMER SERVICE APPLICATION & AGREEMENT

NAME: _____
(the "Customer")

SERVICE LOCATION:

CONTRACT TERMS:

The Customer, as the registered owner of the lands comprising the above-noted Service Location (the "**Service Location**") wishes to purchase from the **COUNTY OF ST. PAUL NO. 19** (the "**County**") potable water services as further defined within this Agreement (the "**Services**") to be delivered through the County's system (the "**System**"), which Services are subject to the following terms:

- 1. Terms, Conditions and Bylaw(s)** – the Services are provided upon and subject to the terms, covenants and conditions contained within this Agreement, the standard terms and conditions imposed by the County respecting the Services as amended and replaced from time to time, which as of the date of this Agreement are attached to this Agreement (the "**Terms & Conditions**"), as well as the bylaw(s) implemented from time to time by the County respecting the provision of the Services (the "**Bylaw(s)**"), which Bylaws(s) may alter or replace the Terms and Conditions, all the terms of which form a part of this Agreement.
- 2. Terms of Service, Policies and Guidelines** – the Services are provided upon and subject to the terms of service, service and/or connection policies, and guidelines imposed from time to time by all upstream suppliers of water to the County and the County's System, as well as all similar service/connection policies and guidelines established from time to time by the County consistent therewith (the "**Service Policies**").
- 3. Connection Fees** – the Services are subject to payment of any and all connection fees charged by the County in respect of connection to the System and the receipt of the Services, which must be paid in full prior to commencement of any Services under this Agreement (the "**Connection Fees**").
- 4. Service Fees** – the Services are subject to payment of any and all fixed and variable fees contemplated from time to time under this Agreement and established from time to time by the County by resolution of Council, bylaw or otherwise, for the supply of the Services (the "**Service Fees**"). All Service Fees shall be payable monthly in accordance with the Bylaws and all accounts rendered to the Billing Address as stipulated from time to time under this Agreement.
- 5. Reconnection Fees** – the Services may be subject to a reconnection charge(s), which will be payable prior to Services being restored after being terminated due to non-conformance under this Agreement.
- 6. Discontinuance** – the Services will be discontinued in accordance with requirements of this Agreement and/or the Bylaw(s) due to non-conformance including non-payment of Connection Fees and Services Fees (collectively, the "**Fees**") and other accounts issued by the County. The County will discontinue service upon the request of the Customer, such discontinuance to be effective as of the earlier of (a) end of the month falling immediately after the month in which both the Customer's request in writing or (b) as of the effective date of the replacement customer service application and agreement received from a purchaser or other transferee of the above noted Service Location.

{19/02/2013 ,E1291341.DOC;1}

7. **Rates** – the rates utilized for calculating any and all Fees are set by Council by resolution, bylaw or otherwise, and may be amended from time to time;
8. **Service Connection** – any and all couplings, service lines/connections, cisterns, and other and equipment or facilities necessary for providing the Services (the “**Service Connection**”) must comply with this Agreement, as well as all County standards, Bylaws and Service Policies.
9. **Access** – the County shall have the right to access the Service Location upon reasonable notice (unless in the case of an emergency) for the purposes of inspecting any Service Connection, inspecting and maintaining meters, and connecting or disconnecting the Services.
10. **Notice** – all notices to the Customer may be sent to the Billing Address. Notices to the County may be sent c/o County of St. Paul, 5015 – 49 Avenue, St. Paul, AB T0A 3A4. The Customer may amend the Billing Address, and the County may amend its address for notice, upon written notice to the other party. All notices shall be sent by registered mail, courier, or personal delivery to the designated address.
11. **Information** – the information on this form is being collected for the purpose of a municipal operation or activity under the authority of the *Freedom of Information and Protection of Privacy Act*, Section 32(c). This information will be used at the discretion and will only be used for municipal purposes. For more information contact: the Utilities Clerk at c/o the County, at the above address for notices.
12. **Application & Acceptance** – the Services and this Agreement is subject to the County’s acceptance of this application, by notice in writing confirming the acceptance, whereupon this Agreement shall come into effect. Applications may only be submitted by the land owner and the Agreement may only be entered into with the land owner.
13. **Customer Acknowledgment** - I have read and agree to the information outlined in this Agreement, the Terms and Conditions, and where applicable the Bylaws(s) and the Service Policies, and acknowledge that I will be responsible under this agreement regardless of occupation of the Service Location by any tenant(s) and/or the direction of bills to any tenant(s) at my request.

DATED as of the _____ day of _____, 20__.

Customer Name: _____

Customer Name: _____

County of St. Paul

Per:

TERMS & CONDITIONS

IN THE CONSIDERATION of the mutual covenants and agreements contained within this Agreement, the County and the Customer hereby represent, warrant, covenant and agree as follows:

- 1. Definitions** – capitalized terms used within these Terms and Conditions shall have the meaning applied to them within the Customer Service Application & Agreement executed by the Customer (the “Agreement”).
- 2. Customer Information** – The Customer shall provide the County with thirty (30) days prior written notice of any changes or impending changes to the Phone Number, Billing Address, or Service Location noted above. The County respects the Customer’s right to privacy, and permits the Customer to control the treatment of personal information under the privacy policy established and amended from time to time by the County (the “Privacy Policy”). Under The County’s Privacy Policy, the County will not disclose to any third party, the Customer’s name, address, email address, telephone number, or any other personal information without prior consent, except as may be required by law or contemplated within the Agreement and the Privacy Policy. Information provided by the Customer to the County may be:
 - a. disclosed in confidence to persons who, in the reasonable opinion of the County, are the agents of the Customer;
 - b. utilized by the County in carrying out the functions and operations of the County under the Agreement (including, without restriction, enforcement of any provisions of the Agreement), and the operation of the System in general; and
 - c. utilized by the County, or its agents or consultants, provided such agents or consultants agree to be bound by these provisions.
- 3. Service Limitations** – The Services offered from time to time by the County may offer a variety of pressures, volumes and quality. All Services are subject to the capacity of the System, availability water service from all upstream suppliers to the County. The Customer agrees that:
 - a. the Services are subject to the Customer’s Service Connection satisfying standards of the County and all Service Policies, and subject to the capabilities of such Service Connection;
 - b. the County cannot guarantee uninterrupted supply of Service, nor particular quality or quantity of service; and
 - c. the Services are subject to any and all limitations, restrictions or requirements, and Service Policies imposed from time to time by upstream suppliers to the County.
- 4. Application For Service** - the Customer may apply for connection or re-connection of service at the County's office and, prior to such connection or re-connection of service, the Customer shall be required to execute the County’s standard form contract which may be in use from time to time, and pay such charges as may be required pursuant to these terms and conditions.
- 5. Deemed Agreement** - where the Customer and the County have not executed a contract for the Services, the taking of the Services by the Customer and/or the payment by the Customer of the initial or any subsequent account rendered by the County shall constitute acceptance by the Customer of these terms and condition of service.
- 6. Service Supplied** - the service shall, unless otherwise agreed to, be provided at the Service Location identified within the application and service contract. Except as provided below, the County shall provide a supply of potable water to the Customer. The County may, in order to inspect, repair, overhaul, reconstruct, test, or add to the System, interrupt the supply of water. The County shall give notice so the Customer of such occurrences as shall be reasonably feasible in the circumstances.
- 7. Quantity/Quality** – the Services shall, unless otherwise agreed to, be provided to the Service Location at the pressure available. The quality and purity of the water supplied shall comply with the requirements of all applicable legislation and regulations. The County shall not be liable to the Customer in respect of the quality and purity of the water supplied under the Agreement.
- 8. No Resale/Supply** – unless otherwise agreed to and/or accepted by the County, no Customer shall permit any person to take any water supplied to the Service Location by the County to any other premises for the use of any other persons. If it comes to the knowledge of the County that any Customer has permitted the removal or resale of water without consent, in addition to any other rights or remedies available the County may discontinue the Services to the Customer, or charge such Customer for each billing period during which such removal or resale has occurred at a rate as if there were two (or more if applicable) Customers with the total water consumption divided between the users.
- 9. Right Of Way** - the Customer shall provide, without cost to the County, the right on, over or under land or any buildings owned, leased or under easement by the Customer, a satisfactory easement, right of way, space and location for the County’s facilities required to provide service to the Customer. The County shall have the right of free access to the Customer's property for meter reading or the installation, maintenance, inspection or removal of its equipment and systems.
- 10. Accounts** - accounts shall be rendered annually, monthly, bi-monthly, quarterly or at such other interval as the Agreement may direct or as the County may subsequently elect. The County reserves the right, in the event of being unable to obtain a reading of the water meter, to render its account based on an estimate without prejudice to its right to render a further bill after the meter is read. Accounts are due and payable when rendered and may be paid directly to the County or any authorized collections agent. All amounts in arrears more than 20 days after being due and payable shall be subject to interest at the rate established from time to time by the County to maximum of 1.5% per month (24% per annum) calculated from the due to the date that payment is received by the County.
- 11. Commencement Of Billing** - the initial billing period shall commence with the supply of water, but not later than 30 days after the County has made service available at the Service Location.
- 12. Security Deposit** - where the Customer’s use of the Services is temporary, or the Customer’s credit rating is not satisfactory, or the Customer's service has been disconnected for non-payment of account, the County may collect from the Customer a security deposit in an amount up to the amount equal to the estimated regular six-month billing. An annual review shall be made of all deposits held for two or more years. Where the Customer's credit rating is satisfactory and regular payments have been made as required, the Customer may elect to release the security deposit, in whole or in part. Upon disconnection of service the security deposit shall be applied to any indebtedness of the Customer to the County with the balance, if any, to be refunded to the Customer without interest.
- 13. Customer Contribution** - the County may collect a customer contribution comprised of any one or more of the following:
 - a. **Special Construction** – a construction contribution representing the additional cost to the County in providing the connection to the System over any above the standard Connection Fee(s) charged by the County;
 - b. **Construction Advance** - when the County considers a new service to require special and/or additional expense due to Customer requirements an advance in the amount estimated by the County may be required;
 - c. **Optional Facilities** – a charge for any facilities provided at the Customer’s request, over and above those that the County would provide in a standard service. The Customer would be responsible for the entire cost of such facilities, which may be evidenced by a further agreement with the Customer which would define those costs. Ownership of all facilities shall remain with the County.
 - d. **Temporary Facilities** - for facilities intended to serve for a relatively short time.

14. Standard Construction Contribution - the initial payment by each Customer shall be for a standard Connection Fee established and calculated from time to time by the County which shall include: the cost of a standard meter with remote readout; standard valves and appurtenances; a water availability charge; installation and site inspection costs; and at the County's option a standard connection from the County right of way and distribution main to the property boundary containing the proposed location.

15. Ownership Of Facilities - notwithstanding the payment of any contribution(s) by the Customer, the County shall retain full title to all equipment installed and maintained by the customer up to and including: any curb stop and rising stem valve installed by the Customer at the County's point of service, and the water meter together with any associated valves and appurtenances.

16. Customer Connection - unless otherwise agreed to by the County, the Customer shall be responsible for the construction and installation of the Service Connection from the property boundary to the proposed location of the meter, including the installation of the meter. The Customer installation must provide for a meter and isolation valve to be located in a frost free environment with the remote in an accessible location. The Customer shall supply storage equivalent to a two day supply of water and an air gap into their cistern, if applicable. Curb stop installation must be adequately blocked and all installations must be approved by the County. The maintenance and repair of the Service Connection shall at all times remain the responsibility of the Customer, which shall remain the property of the Customer (exclusive of the meter). For transmission line connections, the County may require the inspection and/or testing of the Service Connection from time to time to ensure that the condition and quality remains satisfactory to the County.

17. Connection and Alteration - the Customer shall not connect to any County facilities of the System, nor construct, install, alter, service, or repair and Service Connection, without the prior consent and approval of the County. Any installation of a Service Connection or connection to the System completed without the prior consent and approval of the County may be removed at the sole cost, expense and risk of the Customer, payable upon demand.

18. Point Of Delivery - the point of delivery shall be the point where the service valve is located within the County right of way at which point the service line would normally, but not always, exit directly onto the Customer's property consisting of the Service Location.

19. Disconnection - the County may refuse to connect a service or, without any prejudice to any of its rights or remedies, discontinue service without notice in the event of:

- a. non-payment of any amount within 60 days of rendering of any account with respect to which there is no bona fide dispute; or
- b. a breach by the Customer of any terms, covenants or conditions contained within the Agreement; or
- c. any action or inaction by the Customer that would prejudice the County's ability to supply service, or the County's ability to be compensated for that service under the terms of the Agreement; or
- d. a new customer taking possession of the Service Location without the County's knowledge.

The County shall have the right to perform any obligations in default at the sole cost, expense and risk of the Customer, payable upon demand.

20. Reconnection - when the Services to the Customer has been disconnected for any reason, re-connections of service shall be subject to and preceded by correction of any or all of the conditions giving rise to the disconnection and payment of

- a. all amounts due and payable to the County;
- b. a security deposit, if required by the County;
- c. a re-connection fee established by the County from time to time; and
- d. the applicable fixed service fee for each month in the first 12 months of disconnection provided that the charge shall not be payable where there has been a change of Customer at the Service Location or the service has been disconnected for more than 18 months.

21. Meters - all meters shall remain the property of the County. The Customer shall provide space, access, suitable connections, maintenance, and installation of the County's metering equipment.

22. Meter Dispute - any meter may be inspected by the County upon prior arrangement at any time and shall, upon the written request of the Customer and, within 60 days' notice to the County, be tested or calibrated. In the event that the said water meter is found to be accurate within 2% either way, the cost of the testing or calibration shall be borne by the party giving such notice. In the event that the said water meter is found to be inaccurate beyond the aforementioned limits, the accounts for water supplied during the 3 calendar months preceding the test shall be corrected in proportion to the inaccuracy of the meter, and such correction shall be accepted by both parties as settlement in full to that date of all claims on account of inaccuracy of the meter.

23. Liability And Indemnity - except for damage, injury or loss caused by the gross negligence of the County or its agents or employees acting within the scope of their employment, the County shall not be liable for, and the Customer shall indemnify and save the County harmless from and against, any and all claims and demands which may be made against it as a result of any damage, injury or loss, howsoever caused or suffered. Notwithstanding anything contained within the Agreement, the County shall not be held responsible for any damage, injury or loss occasioned by interruption or outages in the supply of water resulting from any cause whatsoever, and the County shall not be liable for damages resulting from loss of sales, production or throughput of any Customer's facilities or business, if applicable, for any reason whatsoever.

24. Government Approvals - notwithstanding anything to the contrary contained within the Agreement, either expressed or implied, the County's commitment to provide the Services to the Customer shall be subject to the County obtaining all governmental orders, permits, approvals and consents required by law with respect to the supply of service.

25. Termination of Service - the Customer shall be responsible for all Services supplied, and the fees and charges therefor, to the date of termination of service. Termination at the Customer's request shall be subject to and preceded by at least 7 days' notice from the Customer to the County. The Customer shall remain responsible for all fees and charges imposed by the County pursuant to the Agreement unless and until the required notice is provided, and expiration of the notice period contemplated above, regardless of any sale, transfer or other parting of possession of the property containing the Service Location.

26. Entire Agreement - The Agreement constitutes the entire agreement between the County and the Customer with respect to the matters contemplated herein, and shall replace and take precedence over all prior oral or written understandings, communications or agreements not specifically incorporated within the Agreement. The County may, in its sole discretion and without prior notice: (a) revise the terms and conditions of the Agreement including any Service Policies and Bylaw(s); (b) revise its billing rates and other fees; and (c) modify the Services at any time by posting any such revision or modification to the County's website effective immediately upon such posting. The Customer shall be deemed to have agreed to and accepted any such terms and policies, and/or revisions or modifications, by continuing to use Services following notification by posting to the County's website. In the event that any terms or portions of the Agreement (including any incorporated by reference) are determined by a court of competent jurisdiction to be unenforceable or otherwise contrary to laws, such terms or portions shall be severed from the balance of the Agreement which shall continue in full force and effect.

27. Assignment & Binding Effect - The Agreement shall enure to the benefit of and remain binding upon the County, together with its successors, assigns and licensees, as well as the Customer and its permitted assigns. No assignment of the Agreement, either in whole or in part, by the Customer shall be effective unless and until the County in its sole discretion consents to and/or approves of such assignment.



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

Issue Summary Report

7.28. EMS DISPATCH CONSOLIDATION ONLINE CONSULTATION #20130606016

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The attached questionnaire for EMS Dispatch has been forwarded to the St. Paul Ambulance and Fire Chief for their positions. After we receive the replies we will consolidate them and forward them to Council on Monday if available, or they will be presented at the Council Meeting.

Recommendation

Motion to forward the County's consolidated response to the EMS Dispatch questionnaire.

Additional Information

Originated By : pcorbiere

Online Consultation

About your municipality

Name

What do you view as (your municipality's/the municipal) role in delivering emergency services?

Who handles your municipality's fire dispatch?

Police Dispatch?

EMS Dispatch?

911 call centre?

Medical First Response

Medical first response is a service that provides initial first aid treatment to an injured person prior to the arrival of emergency medical services (EMS). It is often provided by municipal fire departments as part of the municipality's response to emergencies in their community. In certain medical conditions, this can allow for better patient outcomes, as a patient can begin to receive medical treatment as soon as possible.

In discussions with municipal and fire service representatives, there seemed to be a perception that EMS dispatch consolidation could lead to an offloading of responsibility for medical services from EMS to fire services through medical first response, or that there is an expectation that municipalities are in fact responsible for providing medical first response to its citizens.

In the view of Alberta Health and Alberta Municipal Affairs, the provision of medical first response is a municipality's choice, and should be determined based on the municipality's assessment of the risks and benefits of such service.

Questions

Does your fire service provide medical first response? (For the purposes of this survey, medical first response is varying levels of first aid and is distinct from other services such as vehicle extrication or fire suppression)

Yes: Please describe the level of medical first response services you currently provide.

Yes: Do you expect to continue providing medical first response services?

No: What are the reasons you do not expect to continue providing medical first response?

Fire service capacity?

Comment box

Cost of training?

Comment box

Cost of consumables and equipment?

Comment box

Other

Comment box

No: Are medical first response services something you want your municipality to provide?

Yes: What are the impediments to delivering medical first response in your municipality?

Does your municipality have medical first response-only volunteers?

Yes: Please describe the benefits and challenges you may have in providing this service.

No: Could medical first response-only volunteers be a means to provide these services or to take some pressure off your fire service?

Yes: What challenges do you foresee in providing a service based on medical first response-only volunteers?

Technology, Communications and 911 Centres

As government launches this consultation, the primary concern is to ensure that communications between dispatch centres and on-scene first responders continues to be effective. While some concerns were raised by the Alberta Fire Chiefs Association, government is uncertain if the full scope of the potential issue is known by stakeholders.

Problems could occur when a 911 call is received and emergency services are dispatched as a result of EMS dispatch consolidation. Operationally, a caller to 911 may undergo several transfers and repeatedly provide the same information to personnel in different dispatch centres. This information may be transcribed multiple times for a single call. This could lead to errors, as there is not a common operating platform for all dispatch centres. For example, due to an address input error, a fire service could respond to the wrong address.

Government is aware that challenges exist with multiple public safety answering point centres and multiple fire, police and EMS dispatch centres. There is not one common operating platform for all dispatch centres, which results in the requirement for information to be relayed between centres.

Many public safety answering points in Alberta provide both 911 call answering services and other dispatch services, particularly in non-urban areas. As EMS dispatch is consolidated to Alberta Health Services, the public safety answering points impacted by this change will experience a drop in call volume.

Several smaller public safety answering points that rely on revenue generated by providing EMS dispatch may face financial difficulties in the coming years. The *Emergency 911 Act*, passed in early May 2013, will provide public safety answering points with an additional source of funding through a 911 levy on wireless cell phone subscribers. However, it is not anticipated that this money will replace the lost revenue from EMS dispatch consolidation.

Questions

Has your EMS dispatch centre been consolidated by Alberta Health Services?

Yes: What impacts did consolidation have on your other emergency services?

Yes: Were there dispatch centre to dispatch centre communication issues? (eg. Fire dispatch to EMS dispatch)

Please provide more detail.

Do you use a common operating platform that communicates between EMS and fire dispatch centres?

Yes: Did you need to upgrade your communication equipment to maintain dispatch centre to dispatch centre communication?

Yes: What was the financial impact to upgrade your communication equipment?

No: Would a common operating platform be desirable to facilitate effective communication?

Yes: What is the anticipated financial impact of upgrading communication equipment so that it works with EMS?

Yes: Were there financial impacts to your local dispatch centre?

Please Rate 1-5 (minor-major)

Yes: Were there financial impacts to your local public safety answering point (911 call centre)?

Please rate 1-5 (minor-major)

Yes: Were there on-the-ground communication issues for your fire service with EMS?

Yes: Can you describe the communication issues?

Were you able to resolve the communication issues?

Yes: What was the solution you used?

If possible, please provide an estimate of how much it cost to resolve the communication issue

No: Have you identified any solutions?

Yes: Please describe the solutions.

No: Do you anticipate any financial implications to your local dispatch centre? (Comment Box)

No: Do you anticipate any financial implications to your local public safety answering point (911 call centre)? (Comment Box)

No: Do you anticipate any communication issues between your fire dispatch centre and the consolidated EMS dispatch centres? (Comment Box)

Yes: Would a common operating platform that enables communication between EMS dispatch and fire dispatch be useful for your emergency response services?

Yes: What is the anticipated financial impact of upgrading communication equipment so that it works with EMS?

No: Do you expect on-the-ground communication issues between your fire service and EMS? (Comment Box)

Communication between services at events is an issue that Alberta Justice and Solicitor General is working to address through the Alberta First Responder Radio Communications System, slated to be online in some areas of the province later this year. The system uses a P25 open standard radio communications system allowing emergency services to all be on the same radio network without being as restricted in the types of devices that work on the network. The system will provide lower costs for radio equipment and is expected to be completed in 2015.

Would your municipality consider using the Alberta First Responder Radio Communications System?

Yes: When would you like to be on the system and provide the reasons you would use the system? (Comment Box)

No: Are there any impediments you have to using the system? (Comment Box)

Regional Collaboration

Regional collaboration is supported strongly by Municipal Affairs.

Have you considered regional solutions to the issues identified in this consultation?

Would you consider regional solutions to the issues identified in this consultation?

Additional Feedback (Comment Box)



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Issue Summary Report

7.29. 14 M GRADERS

#20130531013

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

At Public Works meeting on May 28, 2013, the Public Works Superintendent indicated that Finning is interested in trading our newer 14 M graders with less than 5000 hours for approximately \$13 per hour. Following the meeting, the Finning representative attended the County and inspected the graders meeting this criteria and has made the following offer they will take four (4) graders on trade for a difference of \$192,000 which equates to \$13.38 per hour.

Should Council accept this offer, Administration would recommend that the funds for this Capital purchase come from unrestricted surplus. In addition, based on the depreciation there will be a non-cash loss as these machines were amortized over 15 years - the loss on sale of fixed assets will amount to \$198,217.60. In discussions with our auditor, he feels that this is a great deal regardless of the non-cash loss that will show on the financial statements. He also suggests that we should consider a change to our TCA policy where we depreciate graders over a shorter period of time - Administration will review the policy and bring to the Policy Committee at their next meeting.

Recommendation

That Council approve the purchase of 4 new 14M Graders that includes the trade of 4 2011 14M Graders for a difference of \$192,000 to be funded by Unrestricted Surplus.

Additional Information

Originated By : KAttanasio



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Issue Summary Report

7.30. MOWING IN SUMMER VILLAGE OF HORSESHOE BAY

#20130606013

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Background

The Summer Village of Horseshoe Bay has requested that the County mow a portion of their roads as a fee for service. They have also requested that we cost share the east/west road (TWP 594) on the way into the Summer Village, however in reviewing the Ministerial Order that created the Summer Village, it appears that the east/west road belongs to the summer Village.

Our Agriculture Service staff have indicated that the charge for mowing which would cover the cost of machine/labour is \$125.00/hour. They also estimate that the portion that they are requesting we mow (map attached) would take approximately 2 hours for each time. We would expect that it would need to be mowed at least twice during the season.

Recommendation

That Council approve mowing the requested areas of the Summer Village of Horseshoe Bay as a fee for service. Further that Council not approve any cost sharing of the east/west road into the Summer Village as that is deemed the Summer Village's road.

Additional Information

Originated By : skitz

THE ALBERTA GAZETTE, SEPTEMBER 15, 1984

Appendix A

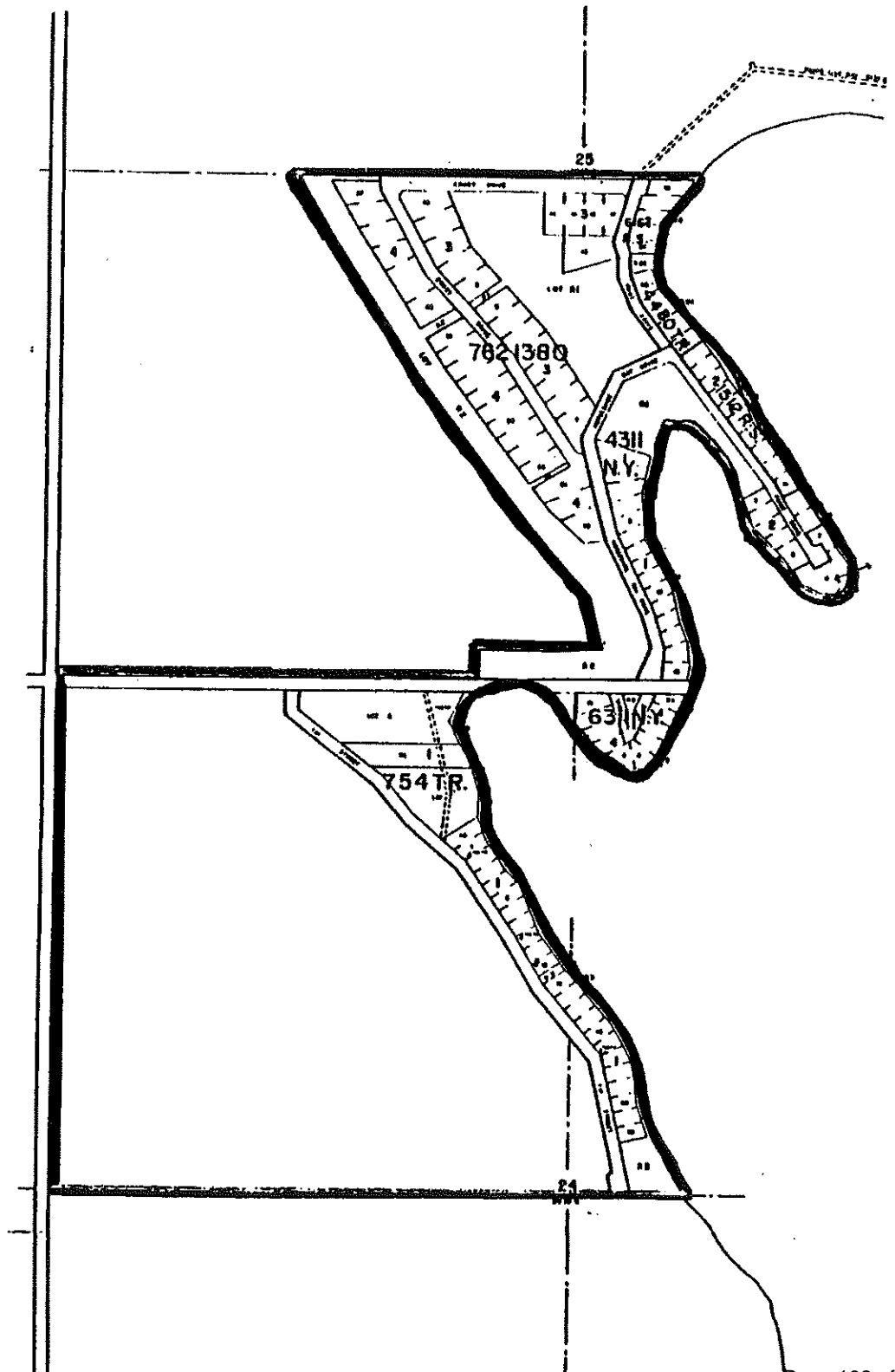
SUMMER VILLAGE OF HORSESHOE BAY

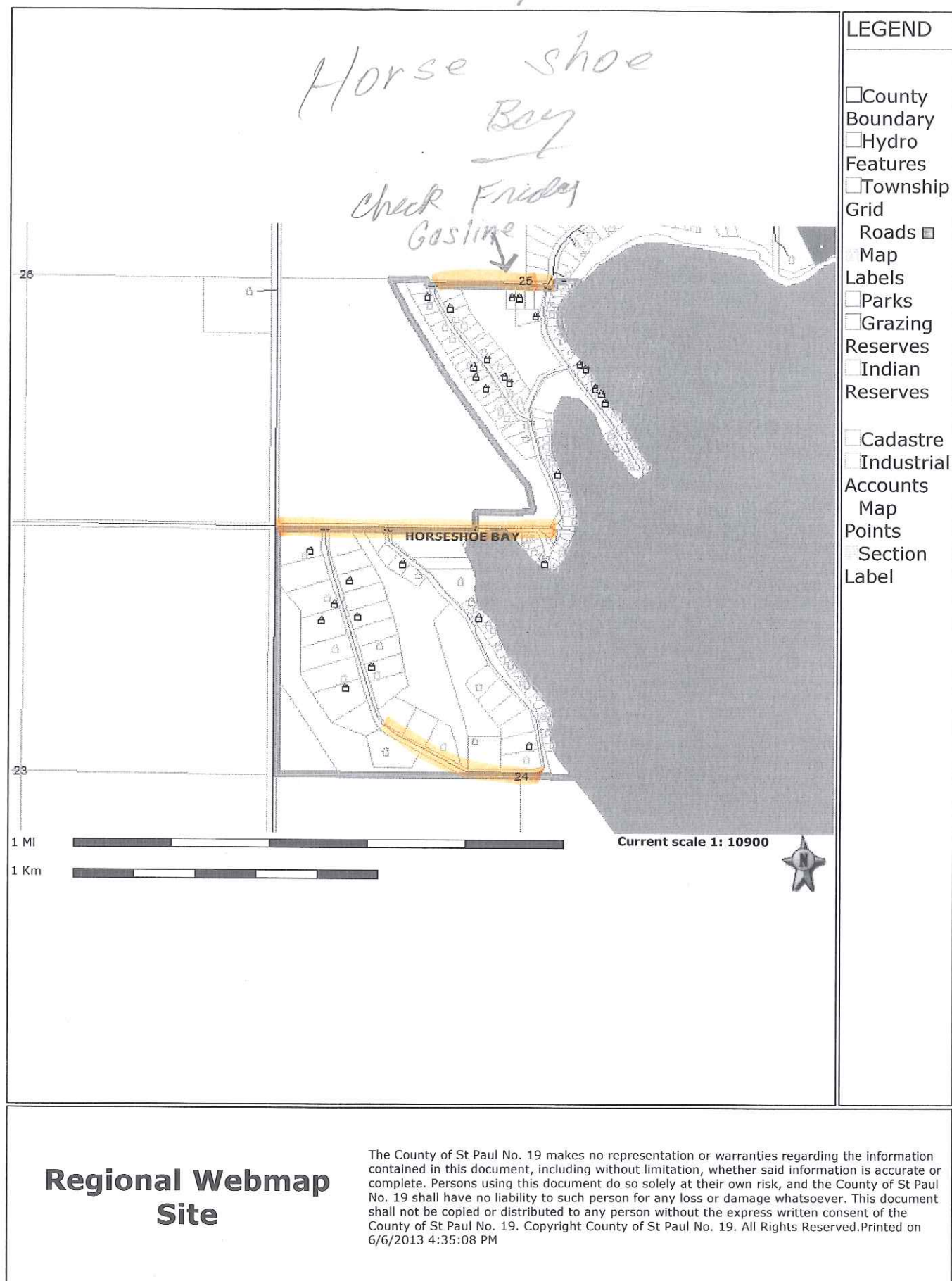
In township 59, range 10, west of the fourth meridian:

All that portion of the north half of section 24 not covered by the waters of Vincent Lake; that portion of the south half of section 25 included in registered plans 7621380, 6161RS, 4480TR, 1512 RS, 5087 NY and 4311 NY including the east-west government road allowance commencing at the easterly boundary of the north-south government road allowance to the waters of Vincent Lake.

THE ALBERTA GAZETTE, SEPTEMBER 15, 1984

Appendix B







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Issue Summary Report

7.31. IN CAMERA

#20130606011

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Recommendation

Motion to go in camera to discuss a land issue.

Additional Information

Originated By : pcorbiere



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Issue Summary Report

9.1. CAO REPORT

#20130530001

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : skitz



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Issue Summary Report

9.2. REPORTS

#20130530002

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

10.1. JUNE 19 @ 1:00 P.M. MEETING WITH URBAN SYSTEMS

#20130605007

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

10.2. JUNE 19 @ 2:00 P.M. - ASHMONT WATER TREATMENT PLANT TENDER OPENING #20130606003

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

**10.3. JUNE 25 @ 10:00 A.M. - SPECIAL MEETING FOLLOWED BY
PUBLIC WORKS MEETING**

#20130605005

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

10.4. JULY 2 @ 9:00 A.M. - ZONE MEETING AT BOSCOMBE

#20130605006

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

10.5. JULY 9-11, ASB TOUR - BONNYVILLE

#20130605008

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

11.1. LISTING OF ACCOUNTS PAYABLE

#20130530004

Meeting : June 11, 2013

Meeting Date : 2013/06/11 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



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Issue Summary Report

11.2. COUNCIL FEES

#20130530005

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Recommendation

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

Additional Information

Originated By : tmahdiuk



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Issue Summary Report

11.3. BUDGET TO ACTUAL

#20130530003

Meeting : June 11, 2013

Meeting Date : 2013/06/11 10:00

Executive Summary

Recommendation

Motion to approve the budget to actual as of , 2013.

Additional Information

Originated By : skitz