

5015 - 49 Avenue, St. Paul, AB TOA 3A4 www.county.stpaul.ab.ca

### November 19, 2013

Tuesday, November 19, 2013 Start time 10:00 AM

### AGENDA

- 1. CALL TO ORDER
- 2. MINUTES
  - 2.1 OCTOBER 8, 2013 (2013/10/08)
  - 2.2 ORGANIZATIONAL MEETING (2013/10/31)
- 3. BANK RECONCILIATION
- 4. ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA
- 5. BUSINESS ARISING FROM MINUTES
  - 5.1. BYLAW NO. 2013-38 LICENCE ROAD ALLOWANCE
- 6. **DELEGATION** 
  - 6.1. 10:30 A.M. PUBLIC HEARING BYLAW NO. 2013-40
  - 6.2. 11:00 A.M. PUBLIC HEARING BYLAW NO. 2013-39 ROAD CLOSURE BETWEEN SE 21 AND SW 22-58-11-W4
  - 6.3. 11:30 A.M. CHRIS & JESSICA HABIAK

#### 7. NEW BUSINESS

- 7.1. ALBERTA SAND & GRAVEL ASSOCIATION AGM JAN. 15 & 16, 2014
- 7.2. ROADATA SERVICES LTD. CONFERENCE JAN. 23, 2014
- 7.3. TOWN & COUNTRY LADIES FUNSPIEL
- 7.4. ST. PAUL & COMMUNITY FAMILY BENEFIT
- 7.5. REQUEST FOR SPONSORSHIP FOR PROVINCIAL CHAMPIONSHIP
- 7.6. ST. PAUL & DISTRICT CHAMBER OF COMMERCE REQUEST FOR FUNDING
- 7.7. ALLOCATION OF RECREATIONAL FACILITIES GRANTS FOR COMMUNITY HALLS
- 7.8. SALE OF LAPTOPS
- 7.9. BYLAW NO. 2013-44 CEMETERY BYLAW
- 7.10. BYLAW NO. 2013-43 SUBDIVISION AND DEVELOPMENT APPEAL BOARD
- 7.11. APPOINTMENT OF BOARD MEMBERS AT LARGE

- 7.12. COMMITTEE MEMBER FOR ELK POINT REGIONAL ALLIED ARTS
- 7.13. REGIONAL COLLABORATION GRANT EASTERN ALBERTA TRADE CORRIDOR
- 7.14. CRIME AT LAURIER LAKE
- 7.15. LAKELANDER'S TRAILER CLUB
- 7.16. PAVING OF PLAN 0728357
- 7.17. ROAD CONSTRUCTION EASEMENTS
- 7.18. ROAD CANCELLATION ROAD PLAN 4085NY IN NE 11-57-9-W4
- 7.19. BYLAW NO. 2013-09 ROAD CLOSURE
- 7.20. BYLAW NO. 2013-45 AMEND LUB REZONE PSW 25-57-7-W4
- 7.21. LEASE NE 2-62-12-W4
- 7.22. DECEMBER PUBLIC WORKS MEETING
- 7.23. CHRISTMAS HOURS
- 7.24. IN CAMERA ITEMS
- 8. CORRESPONDENCE
- 9. **REPORTS** 
  - 9.1. CAO REPORT
  - 9.2. REPORTS
- 10. UPCOMING MEETINGS
  - 10.1. NOV. 21 @ 10:00 COUNCIL ORIENTATION WITH LOIS BYERS
  - 10.2. NOV. 26 @ 10:00 A.M. PUBLIC WORKS
  - 10.3. DEC. 2 @ 9:00 A.M. STRATEGIC PLANNING
  - 10.4. NOV. 9 @ 9:00 A.M. STRATEGIC PLANNING

#### 11. FINANCIAL

- 11.1. COUNCIL FEES
- 11.2. LISTING OF ACCOUNTS PAYABLE
- 11.3. BUDGET TO ACTUAL
- 12. ADJOURNMENT



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# October 8, 2013

Start time : 10:00 AM

### MINUTES

CALL TO ORDER	The 622nd meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:13 a.m., Tuesday, October 8 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	
	Janice Huser	St. Paul Journal	
MINUTES	The following information was omitted from the September 10 minutes at the 11:00 a.m. Public Hearing: - Councillor Fodness entered the Council Room at 11:14 a.m		
	<b>Resolution #CM20131008.100</b> Moved By: Councillor Maxine Fodness Motion to approve the minutes o Meeting with the above noted ar	f the September 10, 2013 Council	
		CARRIED	
BANK RECONCILIATION - AUGUST AND SEPTEMBER		ciliation for the month of August, 2013. CARRIED	
	<b>Resolution #CM20131008.1003</b> Moved By: Councillor Alphonse Corbiere Motion to adopt the Bank Reconciliation for the month of September, 2013.		
		CARRIED	
ADDITIONS TO AGENDA AND ACCEPTANCE OF	The following addition was made 7.17 Request for Bus Stop Sign	-	
AGENDA	<b>Resolution #CM20131008.100</b> Moved By: Councillor Alphonse Corbie Motion to adopt the agenda for t October 8, 2013 with the above	re he Regular Meeting of Council for	

BYLAW NO. 2013-39 - ROAD CLOSURE BETWEEN SE 21	<b>Resolution #CM20131008.1005</b> Moved By: Councillor Maxine Fodness Motion to give first reading to Bylaw No. 2013-39, Road Closure SE 21 and SW 22-58-11-W4.	ebetween
AND SW 22-58-11-W4		CARRIED
UTILITY TRAINING - OCT. 23-25	<b>Resolution #CM20131008.1006</b> Moved By: Councillor Alphonse Corbiere Motion to approve Paulette Mudryk, Utilities Clerk, to attend the Training Session from October 23-25, 2013 in Edmonton.	Utility
		CARRIED
2013 BELLAMY PARTNERSHIP FORUM - NOV. 27 & 28	<b>Resolution #CM20131008.1007</b> Moved By: Councillor Maxine Fodness Motion to approve the appropriate staff to attend the 2013 Bellar Partnership Forum, sponsored by the County's software provide held November 27 & 28, 2013 in Edmonton.	
		CARRIED
RUSA CONFERENCE - DEC. 3-5	<b>Resolution #CM20131008.1008</b> Moved By: Councillor Glen Ockerman Motion to approve two staff members to attend the 2013 RUSA Conference from December 3 to 5, 2013.	
		CARRIED
COMMUNITY WORKING GROUP COMMITTEE	<b>Resolution #CM20131008.1009</b> Moved By: Councillor Maxine Fodness Motion to ratify Reeve Upham's attendance at the Community W Group Committee meetings on September 16, 18, 23 and 30 to grant application for a Family Care Clinic Proposal as it was imp attended due to the County's contribution to the wellness centre	prepare a portant he
		•
		CARRIED
2013 STRATEGIC PLAN UPDATE - 3RD QUARTER Originated By: pcorbiere	<b>Resolution #CM20131008.1010</b> Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as information.	CARRIED
PLAN UPDATE - 3RD QUARTER	Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as	CARRIED
PLAN UPDATE - 3RD QUARTER	Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as information. <b>Resolution #CM20131008.1011</b> Moved By: Councillor Dwight Dach That the County contract Lois Byers of Smiling LB Consulting to Council Orientation following the 2013 Municipal Election at a co	<b>CARRIED</b>
PLAN UPDATE - 3RD QUARTER Originated By: pcorbiere	Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as information. Resolution #CM20131008.1011 Moved By: Councillor Dwight Dach That the County contract Lois Byers of Smiling LB Consulting to	<b>CARRIED</b>
PLAN UPDATE - 3RD QUARTER Originated By: pcorbiere	Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as information. <b>Resolution #CM20131008.1011</b> Moved By: Councillor Dwight Dach That the County contract Lois Byers of Smiling LB Consulting to Council Orientation following the 2013 Municipal Election at a co	CARRIED conduct ost of CARRIED
PLAN UPDATE - 3RD QUARTER Originated By: pcorbiere COUNCILLOR ORIENTATION BYLAW NO. 2013-38 LICENCE ROAD	Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as information. <b>Resolution #CM20131008.1011</b> Moved By: Councillor Dwight Dach That the County contract Lois Byers of Smiling LB Consulting to Council Orientation following the 2013 Municipal Election at a co \$903. <b>Resolution #CM20131008.1012</b> Moved By: Councillor Dwight Dach Motion to give first reading to Bylaw No. 2013-38, Licence Agree	CARRIED conduct ost of CARRIED ement -57-6-W4. CARRIED
PLAN UPDATE - 3RD QUARTER Originated By: pcorbiere COUNCILLOR ORIENTATION BYLAW NO. 2013-38 LICENCE ROAD ALLOWANCE BYLAW NO. 2013-40 - RESCIND BYLAW	Moved By: Councillor Cliff Martin Motion to accept the 3rd Quarter of the 2013 Strategic Plan as information. <b>Resolution #CM20131008.1011</b> Moved By: Councillor Dwight Dach That the County contract Lois Byers of Smiling LB Consulting to Council Orientation following the 2013 Municipal Election at a co \$903. <b>Resolution #CM20131008.1012</b> Moved By: Councillor Dwight Dach Motion to give first reading to Bylaw No. 2013-38, Licence Agree for road allowance located between SE 25-57-6-W5 and NE 21- <b>Resolution #CM20131008.1013</b> Moved By: Councillor Dwight Dach Motion to give first reading to Bylaw No. 2013-40, which is a Byl	CARRIED conduct ost of CARRIED ement -57-6-W4. CARRIED

	completed "All multi-lot residential subdivision developments (as in the Municipal Development Plan Bylaw No 2013-10) that are by an internal road will require pavement (hot mix)".	
		CARRIED
GRAVEL FOR HAYING IN THE 30S	Resolution #CM20131008.1015 Moved By: Councillor Alphonse Corbiere Motion to ratify the donation of 60 yards of gravel to be stockpile Haying in the 30s site in Mallaig.	ed at the
		CARRIED
6TH ANNUAL CLASSIC FARMER'S SPIEL	<b>Resolution #CM20131008.1016</b> Moved By: Councillor Alphonse Corbiere Motion to sponsor one team for \$160 and provide a door prize f Mallaig Farmer's Spiel.	or the
		CARRIED
FERN CHAPEL - HISTORICAL DESIGNATION	<b>Resolution #CM20131008.1017</b> Moved By: Councillor Dwight Dach Motion to approve the Memorandum of Agreement with Commu Design Strategies Inc. to develop a Statement of Significance (S which is the initial step in designating Fern Chapel as a historic to pay \$2,300 to Community Design Strategies Inc. for the SOS	SOŠ), site, and
EXTEND MUNICIPAL INTERN POSITION	<b>Resolution #CM20131008.1018</b> Moved By: Councillor Alphonse Corbiere That the County submit a letter to Municipal Affairs stating that t	the
FOR ONE YEAR	County wishes to continue with the Municipal Internship Program Attanasio and requesting the \$19,000 grant for the second year program.	m for Kyle
		CARRIED
WATER FOR ASHMONT/LOTTIE LAKE	<b>Resolution #CM20131008.1019</b> Moved By: Councillor Frank Sloan That the County submit a scope change application to Alberta Transportation for the Ashmont/Lottie Lake Water For Life Proje water source being an upgraded Water Treatment Plant in Ashr changed to a Regional Water Transmission Line/system from th St. Paul to Ashmont.	mont
ASHMONT/LOTTIE	Moved By: Councillor Frank Sloan That the County submit a scope change application to Alberta Transportation for the Ashmont/Lottie Lake Water For Life Proje water source being an upgraded Water Treatment Plant in Ashr changed to a Regional Water Transmission Line/system from th	mont
ASHMONT/LOTTIE	Moved By: Councillor Frank Sloan That the County submit a scope change application to Alberta Transportation for the Ashmont/Lottie Lake Water For Life Proje water source being an upgraded Water Treatment Plant in Ashr changed to a Regional Water Transmission Line/system from th	mont ne Town of <b>CARRIED</b> m. to nits in an partments when time when out to
ASHMONT/LOTTIE LAKE 11:00 A.M TREVOR KOTOWICH, ST.	Moved By: Councillor Frank Sloan That the County submit a scope change application to Alberta Transportation for the Ashmont/Lottie Lake Water For Life Projecy water source being an upgraded Water Treatment Plant in Ashr changed to a Regional Water Transmission Line/system from th St. Paul to Ashmont. Trevor Kotowich was admitted to the Council Room at 11:00 a.r request that Council consider going to year round burning perm attempt to decrease the number of false alarms that the fire dep respond to between November 1 and February 28 - the period of permits are not issued. Trevor advised Council that during the to fire permits are not issued the fire departments are dispatched of significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly more calls increasing expenses to the County and the significantly expenses to the County and the significantly expenses to the County expenses to the	mont ne Town of <b>CARRIED</b> m. to hits in an partments when time when out to tiring out tiring out
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	Resolution #CM20131008.1023 Moved By: Councillor Cliff Martin
	Motion to give third reading to Bylaw No. 2013-41.
	CARRIED
	Resolution #CM20131008.1024 Moved By: Councillor Dwight Dach
	Motion to give first reading to Bylaw No. 2013-42, which is a bylaw to amend Bylaw No. 1401 as it relates to the requirement for fire permits for
	year round burning.
	Resolution #CM20131008.1025
	Moved By: Councillor Maxine Fodness
	Motion to give second reading to Bylaw No. 2013-42.
	Resolution #CM20131008.1026
	Moved By: Councillor Frank Sloan
	Motion to present Bylaw No. 2013-42 at this meeting for third and final reading.
	Resolution #CM20131008.1027
	Moved By: Councillor Alphonse Corbiere Motion to give third and final reading to Bylaw No. 2013-42.
	CARRIED
SEWER BACK UP IN MALLAIG	Resolution #CM20131008.1028 Moved By: Councillor Frank Sloan Motion to refer the request from the owner of Lot 17, Block 4, Plan 8120063 in the Hamlet of Mallaig for compensation for sewer back, to the County's insurance company and to install a back flow preventing valve in the residence to prevent the backup from happening in the future.
	CARRIED
REQUEST FOR SCHOOL BUS SIGN	<b>Resolution #CM20131008.1029</b> Moved By: Councillor Maxine Fodness Motion to refer the request for a bus sign on range Road 101 to St. Paul Education Regional Division No. 1.
	CARRIED
THANK YOU LETTERS	Resolution #CM20131008.1030 Moved By: Councillor Dwight Dach Motion to file the thank you letters from the Ashmont Ag Society, the Girl
	Guides and the MD of Bonnyville as information.
	CARRIED
PUBLIC WORKS REPORT	The public works report, which included a three year summary for gravelling, road construction and oiling was presented to Council.
CAO REPORT	CAO, Sheila Kitz, read her report aloud to Council.
	Resolution #CM20131008.1031
	Moved By: Councillor Cliff Martin Motion to accept the CAO report as information
	CARRIED
	Resolution #CM20131008.1032
	Moved By: Councillor Glen Ockerman Motion to upgrade the sewer line in Ashmont to Lots 1 & 2, Plan 701HW and Plan 3509ET subject to receipt of the signed restrictive covenants for Plan 3509ET and Lot 2, Plan 701HW, which states that if there is a connection to the sewer line in future the owner will be obligated to pay

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#### **Resolution #CM20131008.1022**

**Resolution #CM20131008.1023** 

Moved By: Councillor Glen Ockerman Motion to present Bylaw No. 2013-41 at this meeting for third and final reading.

#### CARRIED UNANIMOUSLY

connection to the sewer line in future the owner will be obligated to pay \$13,000 to the County. The restrictive covenant will be registered on title.

OCTOBER 29 - PUBLIC WORKS MEETING	Moved By Motion t	tion #CM201310 /: Councillor Glen Oc to change the reg : 31, 2013 at 9:00	kerman ularly scheduled P	ublic Works meetin	g to
					CARRIED
COUNCIL FEES	Councill	or Glen Ockerma	In left the Council F	Room at 12:14 a.m.	
	Moved By		rtin	Month of Septembe	er, 2012 as
	Courseill				CARRIED
	Councili	or Gien Ockerma	in entered the mee	ating at 12:15 a.m.	
BUDGET TO ACTUAL	Moved By		Fodness	f September 30, 20	13 as
					CARRIED
LISTING OF ACCOUNTS PAYABLE	Moved By	tion #CM201310 7: Councillor Glen Oc to file the listing o		e as circulated:	
	Batch	Cheque Date	<u>Cheque Nos.</u>	Batch Amount	
	17218	Sept. 13, 2013	17979-18099	\$1,395,548.82	
	17233	Sept. 24, 2013	18100-18140	\$ 611,201.74	
					CARRIED
IN CAMERA ITEM	Moved By	tion #CM201310 /: Councillor Alphons to go in camera.			CARRIED
	CARRIED Councillor G. Ockerman left the Council Room at 12:26 p.m. as he is a lessee on one of the properties being discussed in camera.				
	Councillor G. Ockerman entered the Council Room at 12:30 a.m.				
	Moved By	t <b>ion #CM201310</b> /: Councillor Alphons to revert to an ope	e Corbiere		
			en meening.		CARRIED
	<b>Resolution #CM20131008.1039</b> Moved By: Councillor Dwight Dach Motion to offer the Armistice hall (.72 acres on PSW 8-57-7-W4) for sale to the second highest bidder for \$16,026 (which is equivalent to the				
	amount of the successful bidder) and if he is not interested in purchasing the property for that price, then offer it to the third highest bidder at the same price.				
	-				CARRIED
	Moved By Motion t indicates the road	s that a bond is re	<sup>rtin</sup> resent a draft agree equired for 50% of turned to the lando	ement to the landov the estimated cost owner when a perma	of building
	0			40-00	CARRIED
			left the meeting at	12:38 a.m.	
		tion #CM201310 /: Councillor Frank S			

Motion that administration provide letters to the lessees of SE 4-56-3-W4, NW 31-55-4-W4 and SW 16-58-5-W4 advising that the County will continue to lease the properties for 2014, however the public works department may be entering onto the property to test for gravel and if no gravel is found and there is no apparent reason for the County to retain the property, it may be advertised for sale.

#### CARRIED

Councillor G. Ockerman entered the Council Room at 12:39 p.m.

#### Resolution #CM20131008.1042 Moved By: Councillor Maxine Fodness

Motion to go into camera. Time: 12:41 p.m.

CARRIED

### **Resolution #CM20131008.1043**

Moved By: Councillor Cliff Martin Motion to revert to an open meeting. Time 1:00 p.m.

#### CARRIED

**ADJOURNMENT** Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 1:03 p.m.

These minutes approved this 19th day of November, 2013.

Reeve

Chief Administrative Officer



5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 <u>www.county.stpaul.ab.ca</u>

### **Organizational Meeting**

Date : Thursday, October 31, 2013 Start time : 9:00 AM

### MINUTES

CALL TO ORDERThe Organizational Meeting of the Council of the County of St. Paul No. 19<br/>was called to order by CAO Sheila Kitz at 9:03 a.m., Thursday, October<br/>31, 2013 at the County Office in St. Paul, there being present the following:

**Reeve Steve Upham Division 1** Councillor Glen Ockerman **Councillor Dwight Dach** Division 2 **Councillor Cliff Martin Division 3 Councillor Maxine Fodness Division 4** Councillor Frank Sloan **Division 5** Councillor Laurent Amyotte Division 6 Sheila Kitz CAO Tim Mahdiuk Assistant CAO **Phyllis Corbiere Executive Assistant Kyle Attanasio Municipal Intern** 

**OATH OF OFFICE** Oaths of Office subscribed by the Reeve and Council members were signed in the presence of Commissioner for Oaths, Dennis Bergheim, and are attached hereto.

APPOINTMENT OF DEPUTY REEVE Reeve S. Upham called for nominations for the office of Deputy Reeve.

Councillor F. Sloan nominated Councillor C. Martin.

Councillor G. Ockerman moved nominations cease.

There being only one nomination, Councillor Cliff Martin was appointed as Deputy Reeve for the ensuring year.

The Official Oath of Office was subscribed to by Deputy Reeve C. Martin and is attached to and forms part of these minutes.

#### PUBLIC WORKS Resolution

Moved By: Councillor Cliff Martin Motion that the **Public Works Committee** remain as Council as a whole.

CARRIED

#### Resolution

Moved By: Councillor Glen Ockerman Motion to appoint Reeve Upham as Chairman for the P.W. Committee.

CARRIED

#### Resolution

Moved By: Councillor Maxine Fodness Motion to appoint Rachynski Land Surveys as <u>Surveyor</u> for the County of St. Paul for the upcoming year.

### Heavy Oil Committee

Councillor D. Dach nominated Councillor F. Sloan. Councillor C. Martin nominated Councillor L. Amyotte. Councillor M. Fodness nominated Councillor D. Dach. Councillor F. Sloan nominated Councillor G. Ockerman.

#### Resolution

Moved By: Councillor Frank Sloan Motion to move nominations cease.

There being four nominations for the four positions on the Heavy Oil Committee, Councillor F. Sloan, Councillor L. Amyotte, Councillor D. Dach and Councillor G. Ockerman were appointed to the Heavy Oil Committee.

Resolution

Moved By: Councillor Glen Ockerman Motion to appoint Leo deMoissac, Public Works Superintendent, Bobby Kinjerski, Assistant Public Works Superintendent, and Sheila Kitz, CAO to to Heavy Oil Committee

#### CARRIED

CARRIED

Resolution

Moved By: Councillor Cliff Martin Motion to appoint Councillor G. Ockerman as Chairman for the Heavy Oil Committee.

#### CARRIED

#### Resolution

Moved By: Councillor Frank Sloan Motion to appoint Reeve S. Upham and CAO Sheila Kitz to the **Joint Workplace Health & Safety Committee**.

#### CARRIED

#### Resolution

Moved By: Councillor Cliff Martin Motion to appoint Councillor F. Sloan and Councillor M. Fodness as alternate to the **HWY 36 Committee.** 

#### CARRIED

AGRICULTUREResolutionAND LAND USEMoved By: Councillor Glen OckermanMotion that the Agriculture Service Boardconsist of Council as a whole.

#### CARRIED

#### Resolution

Moved By: Councillor Maxine Fodness Motion to appoint Councillor F. Sloan as Chairman of the Ag Service Board.

#### CARRIED

#### Seed Cleaning Plant Board

Councillor F. Sloan nominated Councillor L. Amyotte. Councillor D. Dach nominated Councillor F. Sloan.

Resolution

Moved By: Councillor Cliff Martin Motion that nominations cease.

#### CARRIED

There being two nominations, Councillor L. Amyotte and Councillor F. Sloan were appointed to the Seed Cleaning Plant Board.

#### Resolution

Moved By: Councillor Glen Ockerman Motion to appoint Dennis Bergheim as <u>Weed Inspector</u> for the County of St. Paul.

#### Resolution

Moved By: Councillor Maxine Fodness Motion to appoint Dennis Bergheim as **Pest Control Officer** for the County of St. Paul.

#### CARRIED

#### Resolution

Moved By: Councillor Cliff Martin Motion that the St. Paul Inter Municipal Development Plan (IDP) Committee remain the same with Councillor M. Fodness and Reeve S. Upham, as alternate.

CARRIED

#### Resolution

Moved By: Councillor Dwight Dach

Motion to appoint Councillor D. Dach and Councillor G. Ockerman to the Elk Point Inter Municipal Development Plan (IDP) Committee.

#### CARRIED

PUBLIC UTILITIES

#### Evergreen Regional Landfill Committee

Councillor F. Sloan nominated Reeve S. Upham. Councillor D. Dach nominated Councillor M. Fodness as alternate.

#### Resolution

Moved By: Councillor Frank Sloan Motion that nominations cease.

#### CARRIED

There being only two nominations for the two positions, Reeve S. Upham was appointed to the Evergreen Regional Landfill Committee with Councillor M. Fodness as alternate.

#### Resolution

Moved By: Councillor Cliff Martin Motion that the Water Technical Committee remain the same with Bryan Bespalko and Sheila Kitz.

#### CARRIED

#### Resolution

Moved By: Councillor Frank Sloan Motion that Councillor M. Fodness and Councillor C. Martin remain on the St. Paul Transfer Station Committee.

#### CARRIED

#### Resolution

Moved By: Councillor Cliff Martin Motion that the **Regional Water Commission** members remain the same with Councillor D. Dach, Councillor C. Martin, Reeve S. Upham and Councillor G. Ockerman as alternate.

#### CARRIED

#### FIRE PROTECTION

#### Resolution

Moved By: Councillor Maxine Fodness Motion that the Town of Elk Point Fire Protection Committee remain the same with Councillor D. Dach and Councillor G. Ockerman.

#### CARRIED

#### Resolution

Moved By: Councillor Glen Ockerman Motion to appoint Councillor L. Amyotte, Councillor M. Fodness and Reeve S. Upham to the St. Paul and Area Joint Fire Protection Management Committee.

#### CARRIED

#### Resolution

Moved By: Councillor Dwight Dach Motion to appoint Dennis Bergheim and Tim Mahdiuk, as alternate, as the Technical Advisors for St. Paul and Elk Point Fire Protection Committees.

#### Resolution

Moved By: Councillor Frank Sloan Motion to appoint Dennis Bergheim as **Fire Guardian** for the County of St. Paul.

#### CARRIED

#### Resolution

Moved By: Councillor Cliff Martin Motion that the **Building Committee - Mallaig/Ashmont** consist of Councillor L. Amyotte, Councillor F. Sloan, Sheila Kitz, CAO and Dennis Bergheim.

#### CARRIED

#### HEALTH

#### **FCSS**

Councillor C. Martin nominated Councillor G. Ockerman. Councillor F. Sloan nominated Councillor D. Dach. Councillor C. Martin nominated Councillor F. Sloan.

Councillor C. Martin nominated Councillor M. Fodness.

Councillor M. Fodness nominated Reeve S. Upham.

Following a vote by secret ballot, Councillor F. Sloan, Councillor D. Dach and Councillor G. Ockerman were appointed to the **FCSS Board** for a four year term.

#### Resolution

Moved By: Councillor Maxine Fodness Motion to destroy the ballots.

#### Resolution

Moved By: Councillor Frank Sloan Motion to appoint Councillor D. Dach as Chairman for the FCSS Board.

CARRIED

CARRIED

#### Resolution

Moved By: Councillor Glen Ockerman Motion to appoint Councillor M. Fodness, Councillor D. Dach and Councillor L. Amyotte to the <u>MD of St. Paul Foundation Board</u>.

#### CARRIED

#### Resolution

Moved By: Councillor Glen Ockerman Motion to appoint Councillor M. Fodness, Councillor C. Martin, Reeve S. Upham, Councillor F. Sloan and Tim Mahdiuk as member-at-large, to the **St. Paul & District Ambulance Board**.

#### CARRIED

#### Resolution

Moved By: Councillor Cliff Martin Motion that the <u>Elk Point Community Health Council Steering</u> <u>Committee</u> (Inter Agency) remain the same with Councillor D. Dach and Councillor G. Ockerman.

#### CARRIED

#### Resolution

Moved By: Councillor Glen Ockerman Motion that Reeve S. Upham, Tim Mahdiuk and Janice Fodchuk remain members of the <u>St. Paul Dr. Recruitment Committee</u>.

#### CARRIED

#### Resolution

Moved By: Councillor Glen Ockerman Motion that no one will be appointed to the <u>Elk Point Dr. Recruitment</u> <u>Committee</u> as it is no longer active.

#### CARRIED

#### Resolution

Moved By: Councillor Frank Sloan Motion that no one will be appointed to the <u>NE Doctor Recruitment</u> <u>Committee</u> as it is no longer active.

AIRPORT	<b>Resolution</b> Moved By: Councillor Frank Sloan Motion to appoint Councillor M. Fodness, Councillor C. Martin a Tessier, member-at-large to the <u>St. Paul Airport Committee</u> fo ensuing year.	
	ensuing year.	CARRIED
	Resolution Moved By: Councillor Maxine Fodness Motion that the <u>Elk Point Airport Committee</u> remain the same Councillor D. Dach, Councillor G. Ockerman and Dwayne Vogel member-at-large.	
		CARRIED
LIBRARY	<b>Resolution</b> Moved By: Councillor Glen Ockerman Motion that Councillor L. Amyotte, Councillor D. Dach and Betty secretary be appointed to the <b>County Library Board</b> for a four	•
	Resolution Moved By: Councillor Maxine Fodness Motion to appoint Councillor D. Dach and Councillor L. Amyotte alternate, to the <u>Northern Lights Library Board.</u>	as
	Desclution	CARRIED
	Resolution Moved By: Councillor Frank Sloan Motion that Councillor D. Dach be appointed to the <u>Elk Point M</u> <u>Library Board</u> .	<u>unicipal</u>
		CARRIED
POLICING	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion that Councillor D. Dach and Councillor G. Ockerman rem members of the <u>Community Advisory Policing Committee - E</u>	
	<b>Resolution</b> Moved By: Councillor Maxine Fodness Motion to appoint Reeve S. Upham as the <b>Police Liasion Offic</b> County of St. Paul.	<b>er</b> for the
		CARRIED
COMMUNITY FUTURES ST. PAUL SMOKY LAKE	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion that Councillor M. Fodness and Reeve S. Upham be rea to the <u>Community Futures St. Paul Smoky Lake Board</u> for a t term.	
		CARRIED
TOWN OF ST. PAUL RECREATION BOARD	Resolution Moved By: Councillor Dwight Dach Motion to appoint Councillor F. Sloan, Councillor C. Martin and members-at-large Tim Mahdiuk and Jana Zarowny, to the <u>T</u> <u>Paul Rec Board</u> for a four year term.	
	Desclution	CARRIED
ALBERTA'S LAKELAND	<b>Resolution</b> Moved By: Councillor Glen Ockerman Motion to appoint Councillor D. Dach to the <u>Alberta's Lakeland</u>	<u>Board</u> . CARRIED

GO EAST RTO/KALYNA COUNTRY	<b>Resolution</b> Moved By: Councillor Glen Ockerman Motion that Council will not appoint a member to the Go East RTO Kalyna Country committees.	or
	C	ARRIED
RIVERLAND RECREATION	Riverland Recreation Councillor D. Dach nominated Councillor G. Ockerman. Councillor F. Sloan nominated Councillor D. Dach.	
	Resolution Moved By: Councillor Maxine Fodness Motion that nominations cease.	
	There being only two nominations, Councillor G. Ockerman and Co D. Dach were appointed to the Riverland Recreation Committee.	CARRIED
FORT GEORGE & BUCKINGHAM HOUSE	<b>Resolution</b> Moved By: Councillor Frank Sloan Motion to appoint Councillor D. Dach to the <u>Fort George and</u> <u>Buckingham House</u> committee for a 4 year term.	
	C	ARRIED
REVIEW BOARD AND AUTHORITIES	<b>Resolution</b> Moved By: Councillor Frank Sloan Motion that the <u>Regional Assessment Review Board</u> remain the with Councillor C. Martin, Eleanor Zimmerman, member-at-large, a Paulette Mudryk, Clerk, for a four year term.	
		ARRIED
	Resolution Moved By: Councillor Cliff Martin Motion that the <u>Subdivision and Development Appeal Board</u> co Councillor D. Dach, Councillor M. Fodness, Councillor C. Martin, R Upham as alternate and Tim Mahdiuk as secretary, for a four year C	Reeve S.
	Resolution Moved By: Councillor Glen Ockerman Motion to appoint Councillor L. Amyotte and Councillor F. Sloan as alternate, to the <u>Weed Appeal Board</u> .	3
	C	ARRIED
SAFETY CODES ACT COMMITTEE	Resolution Moved By: Councillor Maxine Fodness Motion that the <u>Safety Codes Act Committee</u> remain the same with Councillor D. Dach, Councillor G. Ockerman and Councillor F. C	. Sloan. CARRIED
MUNI CORR	<b>Resolution</b> Moved By: Councillor Dwight Dach Motion to appoint Councillor G. Ockerman to the <u>Muni Corr Boarc</u> a four year term.	
	C	ARRIED
	Moved By: Councillor Frank Sloan Motion to appoint Reeve S. Upham as alternate on the Muni Corr	board.
PARKS COMMITTEE	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion to appoint Councillor D. Dach, Councillor C. Martin, Counci Sloan and Councillor L. Amyotte to the <u>Parks Committee</u> .	illor F.

HUB	<b>Resolution</b> Moved By: Councillor Dwight Dach Motion to appoint Councillor F. Sloan as alternate.	CARRIED
CEMETERY COMMITTEE	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion to reappoint Councillor C. Martin, Councillor G. Ockermar Councillor F. Sloan, Leo deMoissac and Linda Meger, Secretary, <u>Cemetery Committee</u> , for a 4 year term.	
LARA	<b>Resolution</b> Moved By: Councillor Maxine Fodness Motion that the LARA Committee remain the same with Council Martin and Councillor F. Sloan, as alternate	lor C. <b>CARRIED</b>
NORTH SASKATCHEWAN WATERSHED ALLIANCE	<b>Resolution</b> Moved By: Councillor Frank Sloan Motion that Councillor C. Martin and Councillor D. Dach, alternate on the <b>North Saskatchewan Watershed Alliance Committee</b> .	e, remain <b>CARRIED</b>
ADMINISTRATIVE	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion to appoint the law firms of Reynolds, Mirth, Richards and and Brownlee LLP as legal advisors for the County of St. Paul.	Farmer <b>CARRIED</b>
	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion to refer the appointment of the Auditors to the Council Me	
	<b>Resolution</b> Moved By: Councillor Glen Ockerman Motion that Councillor F. Sloan, Councillor M. Fodness and Cour Martin, as Chairman, be reappointed to the <b>Policy Committee</b> .	ncillor C. CARRIED
	<b>Resolution</b> Moved By: Councillor Cliff Martin Motion that the <b>Salary Negotiation Committee</b> consist of Counc whole.	cil as a <b>CARRIED</b>
	<b>Resolution</b> Moved By: Councillor Maxine Fodness Motion that the <u>Monthly Council Meetings</u> be scheduled for the Tuesday of each month starting at 10:00 a.m. in accordance with 193(1) of the M.G.A., unless otherwise changed by resolution of	second Section
	<b>Resolution</b> Moved By: Councillor Maxine Fodness Motion that the monthly <u>Public Works Meetings</u> be held on the Tuesday of each month starting at 10:00 a.m., unless otherwise of by resolution of Council.	

#### Resolution

Moved By: Councillor Cliff Martin

Motion to authorize Reeve S. Upham, Deputy Reeve C. Martin and CAO Sheila Kitz to sign all cheques, vouchers or other documents necessary for the operation of the County and Tim Mahdiuk, Assistant CAO, to sign in the absence of the Chief Administrative Officer and when instructed to do so by a signing officer of the County of St. Paul.

### CARRIED

REMUNERATION AND ALLOWANCES	ResolutionMoved By: Councillor Cliff MartinMotion that the remuneration and allowance rates remain consistent with the rates from 2013:- Per Meeting Rate - \$165- Meeting Rate for Meetings over 200 km one way - \$190- Convention Rate - \$190/day- Base Councillor Supervision - \$2,000/month- Additional Deputy Reeve pay - \$400/month- Base Reeve Pay - \$2,600/month- Travel Time for overnight- Up to 400 km - 1/2 Day - \$190- Over 400 km - 1 Day - \$190 each way- Cell Phone Allowance - \$100- Member-at-Large - \$165/meeting- Mileage - \$0.52/km- Lodging - \$195/night or actual rate if higher - receipts must be provided- Meals - \$45/day - over 100 km one way except for zone meetings- Parking - Actual Receipts
	and that Councillors pay \$25/month for their laptop, printer, router, etc starting at the beginning of each term and then when the term is up the equipment will belong to them.
	CARRIED
ADJOURNMENT	Business on the agenda being completed, Chairman S. Upham adjourned the meeting. Time: 10:55 a.m.
	These minutes approved this 19th day of November, 2013.

Reeve

Chief Administrative Officer



5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 <u>www.county.stpaul.ab.ca</u>

## **Issue Summary Report**

#### 5.1. BYLAW NO. 2013-38 LICENCE ROAD ALLOWANCE

#20131107006

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Allan and Susan Cunningham applied for a licence to occupy the undeveloped road allowance situated between SE 28-57-6-W4 and NE 21-57-6-W4 (Twp Rd 574) for agricultural purposes. They own the property on both sides of the road.

Council gave 1st reading to this Bylaw at the October Council Meeting.

The proposed bylaw was advertised in the St. Paul Journal the week of October 22, 2013. We have not received any opposition to the proposed licence agreement.

#### Recommendation

Motion to give second and third readings to Bylaw No. 2013-38, Licence Agreement for road allowance located between SE 28-57-6-W4 and NE 21-57-6-W4.

#### **Additional Information**

Originated By : dbergheim

#### Appendix 1 for 5.1.: Bylaw No. 2013-38

#### COUNTY OF ST. PAUL NO. 19

#### **BY-LAW NO. 2013-38**

A By-law of the County of St. Paul No. 19, in the Province of Alberta, to provide for a Licence Agreement respecting a portion of a road allowance located between the SE 28-57-6-W4 and NE 21-57-6-W4

**WHEREAS,** by virtue of the power conferred on it, the Council of the County of St. Paul No. 19, in the Province of Alberta, duly assembled, enacts as follows:

- 1. The Licence Agreement attached hereto as Schedule "A" is adopted.
- 2. This Bylaw shall come into force and effect upon execution of the Licence Agreement attached as Schedule "A" by the duly appointed officers of the County of St. Paul No. 19.

Read a first time in Council this 8<sup>th</sup> day of October, A.D. 2013.

Advertised the 5<sup>th</sup> day of November, A.D. 2013 in the St. Paul Journal.

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

Reeve

Chief Administrative Officer

#### Appendix 1 for 5.1.: Bylaw No. 2013-38

#### UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**BETWEEN**:

#### THE COUNTY OF ST. PAUL NO. 19,

a municipal corporation pursuant to the laws of the Province of Alberta (Hereinafter referred to as the "County")

#### **OF THE FIRST PART**

- and –

#### ALLAN AND SUSAN CUNNINGHAM

of the County of St. Paul No. 19, in the Province of Alberta (Hereinafter referred to as the "Licensee")

#### OF THE SECOND PART

- **WHEREAS:** The County has the control and management of roads within the municipality;
- AND WHEREAS: the Licensee desires to license a portion of Road Right-of-Way from the County under the terms and conditions contained herein such Road Right-of-Way described as that portion of road allowance located between SE 28-57-6-W4 and NE 21-57-6-W4 (Hereinafter referred to as the "Road Right-of-Way");
- AND WHEREAS: that portion of the Road Right-of-Way is not currently required for public use and the County is prepared to grant the Licensee a license for the temporary occupation or use of that portion of the Road Right-of-Way under the terms and conditions contained herein;
- **NOW THEREFORE: THIS AGREEMENT WITNESSETH THAT** in consideration of the premises, covenants, conditions and terms contained herein, the parties hereto agree as follows:
- 1. That the County does hereby, in consideration of the payments hereinafter specified, and in consideration of the covenants and conditions herein contained, grant permission to the Licensee, its agents, employees and contractors to use, enter upon and occupy, for the purposes hereinafter specified, that portion of the Road Right-of-Way shown outlined in red on Schedule "A" attached (hereinafter referred to as the "License Area").

- 2. The Licensee agrees to utilize the land for one of the following purposes as approved by County Council and the Licensee shall not cause or permit any other activity whatsoever within the License Area.
  - X Grazing Cultivation Other (Specify)
- The term of the license granted herein shall commence on the 1<sup>st</sup> day of \_\_\_\_\_,
  2013, and shall continue until terminated as hereinafter provided.
- 4. In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amount at the following times:

Forty dollars (\$40.00) payable on \_\_\_\_\_ 1st of each year during the life of this Agreement.

- 5. Nothing in this Agreement confers upon the License any exclusive right whatsoever in respect to the use or occupation of the License Area and the Licensee shall have no legal or equitable claim to the License Area other than as herein provided.
- 6. The rights conferred upon the Licensee by this Agreement are only personal in nature and shall not be construed as covenants running with the land and, as nothing in this Agreement confers upon the Licensee any legal or equitable estate whatsoever in the lands within the License Area, the Licensee shall not register in the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the License Area.
- 7. The County shall have the full right to occupy and use the License Area in any manner whatsoever deemed appropriate by the County; provided that the County shall not unreasonably interfere with the rights herein conferred upon the Licensee.
- 8. The Licensee, by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Licensee without any reasonable hinderance, molestation or interruption from the County.
- 9. The License shall not, without the prior written consent of the County, assign either in whole or in part any of the rights herein conferred upon the Licensee.
- 10. In the event that the County deems it necessary or appropriate to cause or allow third parties to construct or install permanent underground or above-ground utility lines, pipelines facilities, transmission lines and drainage wells which will cross the License Area, or to perform such other work upon the License Area as may be deemed necessary in the sole discretion of the County, the Licensee shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the

County or any person to whom the County has granted such permission, and further, the Licensee shall forthwith, upon the request of the County, execute such further documentation as deemed appropriate in the sole discretion of the County for the purposes of expediting or permitting the construction or installation of permanent underground or above ground utility lines, pipeline facilities, transmission lines and drainage swells or other such work within the License Area by the County or the nominee of the County.

- 11. The Licensee shall not install or erect any trees, shrubs, landscaping, buildings, improvements or structures on the License Area, without approval of the County. If the County permits the Licensee to install or erect any trees, shrubs, landscaping, buildings, improvements or structures, the same are to be constructed in a workmanlike manner so as to minimize damage to the License Area, and the Licensee shall, after any such work, restore the License area to a level and condition equivalent to that which existed prior to the commencement of any such construction and the existing grading running north to south, on the length of the Road Right-of-Way shall not be altered or obstructed by any such construction.
- 12. The Licensee shall not construct any fencing on the License Area unless prior approval of the County is first obtained and if the County permits the Licensee to construct any fencing on the License area, such fencing shall be constructed according to the specifications determined by the County including any specifications requiring of providing for the construction of gates. If the Licensee is permitted to erect any fencing on the License Area, the said fencing is to be considered the sole property of the Licensee and is to be repaired and maintained solely by the Licensee.
- 13. Upon the termination of this license, the Licensee shall remove all property belonging to the Licensee from the License Area and shall restore the License Area to a level and condition equivalent to that which existed prior to the commencement of this license. If the Licensee fails or neglects to restore the License Area or fails to remove any and all property of the Licensee from the License Area within thirty days of the termination of this license, the County shall have the right, but not the obligation, to take such action as is reasonably necessary in the sole discretion of the License Area to a level and condition equivalent to that which existed prior to the county to remove all property of the Licensee from the License Area and to restore the License Area to a level and condition equivalent to that which existed prior to the commencement of this license. The County shall not be responsible for any loss or damage, however caused, to any property of the Licensee hereby removed from the License Area and the Licensee shall compensate the County its servants, contractors or agents pursuant to this clause. Any cost incurred by the County pursuant to this clause shall be a debt due and owing by the Licensee.
- 14. The Licensee shall at all times and in all respects abide by all laws, by-laws, legislative and regulatory requirements of any government and other competent authority relating to the use and occupation of the License Area.
- 15. The Licensee shall provide the County prompt written notice of any accident, damage or injury occurring on the License Area however caused.

- 16. The Licensee shall at all times hereafter indemnity and hold harmless the County against all actions, claims, demand, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by the Licensee, its agents, employees, invitees or contractors, whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Licensee.
- 16. The Licensee shall carry liability insurance as follows:
  - comprehensive general liability insurance with insurable limits of no less that TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident;
  - such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County;

the Licensee shall provide proof of such insurance to the satisfaction of the County, upon demand.

- 17. The Licensee shall compensate the County for all damage to property of the County arising out of the activities of the Licensee on or adjacent to the License Area, whether or not such activities are in the pursuance of the rights herein granted to the Licensee.
- 19. All property on the Licensee which may hereafter be located on, under, over or adjacent to the License Area shall be at the sole risk of the Licensee and the County shall not be liable for any loss or damage thereto howsoever occurring and the licensee hereby releases the County from all action, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage except and to the extent of which such loss or damage is caused by the negligence of the County its servants or agents.
- 20. During the term of this license, the Licensee shall at his own expense maintain and keep the License Area in good, safe and reasonable repair and condition.
- 21. Notwithstanding anything to the contrary contained herein, the County shall have the absolute right and privilege to terminate the license herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Licensee thirty (30) days written notice of such termination.
- 22. If, in the opinion of the County, the Licensee undertakes or permits any activity whatsoever within the License Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Licensee has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may:
  - (a) Give to the Licensee fourteen (14) days to rectify or remedy any such nuisance

or improper activity, and failing the Licensee remedying or rectifying such nuisance or improper activity, the license and the rights herein conferred upon the Licensee shall vacate the License Area;

or

- (b) Give the Licensee notice of immediate termination of the license and the rights herein conferred upon the Licensee and the Licensee shall forthwith vacate the License Area.
- 23. The Licensee shall have the right to terminate this license upon providing to the County thirty (30) days written notice of such termination.
- 24. Any notice to be given by one party hereto to the other shall be in writing and shall be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7<sup>th</sup>) day after the day of mailing, providing that normal postal services are in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given:

To the County at:	5015 - 49 Avenue St. Paul, AB T0A 3A4
To the Licensee at:	Allan and Susan Cunningham 6571 Groveland Drive Nanaimo, BC V9V 1P7

Any party to this Agreement may change its address for service from time to time upon notice to that effect. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to have such notice personally delivered.

- 25. The total rights secured by the license are only such rights as are specified herein and the Licensee hereby acknowledges and agrees that the County has made no representations, warranties, promises or agreements, either express or implied, beyond those contained herein.
- 26. This license shall be binding upon the parties hereto, their executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

) )

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### SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

#### COUNTY OF ST. PAUL NO. 19

Per: \_\_\_\_\_

Reeve

Per: \_\_\_\_\_

Chief Administrative Officer

#### AFFIDAVIT OF EXECUTION

CANADA	)	l,
PROVINCE OF ALBERTA	)	OF THE OF,
TO WIT:	)	IN THE PROVINCE OF ALBERTA,
	)	MAKE OATH AND SAY:

1. That I was personally present and did see \_\_\_\_\_\_ named in the annexed instrument who is/are personally known to me to be the person(s) named therein,

duly sign and execute the same for the purpose named therein.

2. That the same was executed at the \_\_\_\_\_ of \_\_\_\_\_, in the

Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said \_\_\_\_\_\_ and he/she/they is/are in my belief of the full age of 18 years.

)

SWORN BEFORE ME at the \_\_\_\_\_

of \_\_\_\_\_, in the Province of

Alberta, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA



03/10/2010 115



## County of St Paul No 19 5015 - 49 Avenue, St. Paul, AB TOA 3A4

www.county.stpaul.ab.ca

## **Issue Summary Report**

#### 6.1. 10:30 A.M. - PUBLIC HEARING BYLAW NO. 2013-40

#20131107009

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

At the October Meeting, Council gave first reading to Bylaw No. 2013-40, which is a bylaw to rescind Bylaw No. 2013-01. This will revert the zoning on PSW 25-57-7-W4 back to Agricultural from Industrial/Commercial.

Bylaw No. 2013-40 was advertised in the Elk Point Review and St. Paul Journal the weeks of November 5 & 12, 2013.

Krystle Fedoretz will attend this Public Hearing.

#### Recommendation

Motion to adjourn the meeting and proceed to Public Hearing scheduled for 10:30 a.m. to discuss Bylaw No. 2013-40, which is a Bylaw to rescind Bylaw No. 2013-01.

#### **Additional Information**

Originated By : pcorbiere

#### COUNTY OF ST. PAUL NO. 19

#### BY-LAW NO. 2013-40

A By-law of the County of St. Paul No. 19 in the Province of Alberta to rescind Bylaw No. 2013-01.

**WHEREAS**, Bylaw No. 2013-01 is a Bylaw to rezone PSW 25-57-7-W4 from Agricultural to Industrial/Commercial pursuant the Land Use Bylaw of the County of St. Paul No. 19 as set out in the Municipal Government Act, SA 2000, Chapter M-26.1 with amendments thereto.

**NOW THEREFORE**, be it resolved that Bylaw No. 2013-01 be repealed.

Read a first time this 8<sup>th</sup> day of October, 2013.

Advertised the day of<br/>the Elk Point Review.A.D., 2013 and the<br/>day of<br/>, A.D. 2013 in<br/>the Elk Point Review.Read a second thisday of<br/>day of<br/>, 2013.

Read a third time and finally passed this day of , 2013.

Reeve

Chief Administrative Officer



5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 <u>www.county.stpaul.ab.ca</u>

## **Issue Summary Report**

# 6.2. 11:00 A.M. - PUBLIC HEARING BYLAW NO. 2013-39 - ROAD CLOSURE BETWEEN SE 21 AND SW 22-58-11-W4

#20131107010

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

A Public Hearing has been advertised for 11:00 a.m. to discuss Bylaw No. 2013-39, which is a bylaw to close a statutory road between SE 21 and SW 22-58-11-W4. The landowners want to consolidate it with a parcel of land which is naturally fragmented by range road 113.

After the Public Hearing, the Bylaw must be sent to the Minister of Transportation for approval.

#### Recommendation

Motion to adjourn the meeting and proceed to Public Hearing scheduled for 11:00 a.m to discuss Bylaw No. 2013-39, which is a Bylaw to close a statutory road between SE 21 and SW 22-58-11-W4.

#### **Additional Information**

Originated By : pcorbiere



#### COUNTY OF ST. PAUL NO. 19

#### BY-LAW NO. 2013-39

A By-law of the County of St. Paul No. 19 in the Province of Alberta for the purpose of closing to public travel and creating title to and disposing of portions of a public highway in accordance with Section 22 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

**WHEREAS** the lands hereafter described are no longer required for public travel, and

WHEREAS application has been made to Council to have the highway closed, and

**WHEREAS** the Council of the County of St. Paul No. 19 deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads, or portions thereof, situated in the said municipality, and therefore disposing of same, and

**WHEREAS** notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act, by advertising in the St. Paul Journal the weeks of October 29 and November 5, 2013,

**WHEREAS** Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw,

**NOW THEREFORE BE IT RESOLVED** that the Council of County of St. Paul No. 19 in the Province of Alberta does hereby close to public travel for the purpose of **creating title to and disposing of** the following described road, subject to rights of access granted by other legislation:

All that portion of Original Government Road Allowance adjoining the West boundary of the S.W. 22-58-11-4 lying within the limits of Lot 1 Block 1 Plan 132-\_\_\_\_

EXCEPTING THEREOUT ALL MINES AND MINERALS

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

Reeve

Chief Administrative Official

Approved this \_\_\_\_\_ day of \_\_\_\_\_\_ , A.D. 20\_\_\_\_ .

Minister of Transportation

Read a second time in Council this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_.

Read a third time in Council this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.



5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 www.county.stpaul.ab.ca

#20131107011

## **Issue Summary Report**

### 6.3. 11:30 A.M. - CHRIS & JESSICA HABIAK

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Jessica Habiak has an appointment for 11:30 a.m. to speak with Council about the Agreement they received about building a road to their property located at NE 27-56-10-W4 where they want to build a house. They have provided 2 different options to amend the agreement.

Option 1 - they would like development of the land (power, water, septic, driveway) as the fulfillment criteria instead of the completion of a single detached dwelling.

Option 2 - If they fail to comply with the terms of the agreement within 24 months from the construction of the road, they are liable for 100% of the costs of construction of the road.

Krystle Fedoretz will be in the Council Chambers during this delegation.

#### **Additional Information**

Originated By : pcorbiere

#### Hello Councilmen;

I would first like to thank you for agreeing to build a road allowing me to access my quarter of land. I have received a copy of the draft agreement and had a chance to review it. I would like to propose a few changes to the agreement. The reason I propose these changes is due to the large some of money you are requesting to hold as a deposit. I am trying to develop this land to make it my primary residence. Doing this requires a substantial sum of money on my part. It would be exceedingly difficult for me to provide you with deposit and develop the land at the same time. I would have to borrow money in order to give you the deposit. Which not only would it cost me money in interest, but would also reduce my ability to develop the land in a timely fashion. I have thought of 2 variations of this agreement that I would like you to consider.

#### Option 1

Instead of the completion of a single detached dwelling as the fulfilment of this agreement, I would like the development of the land as the fulfilment criteria. The development of the land defined as power being brought in, water well drilled, septic system installed, and drive way put in. This would release the deposit that you hold sooner, allowing me to continue construction on the house.

#### Option 2

To rewrite the agreement so that I am liable for 100% of the costs associated with the construction of the road if I fail to comply with the terms of the agreement within a 24 month time frame from construction of the road. This would eliminate the need for a deposit, and remove any risk on your part. I would then have the full ability to develop the land. I would also like the option of placing a manufactured home on the land and it be considered a single detached dwelling.

I would like to thank council for their time and hope to be hearing from you soon.

Chris Habiak

#### Appendix 2 for 6.3.: Draft Agreement

THIS AGREEMENT MADE EFFECTIVE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BETWEEN:

#### CHRIS HABIAK,

of 5133 – 46 Avenue, St. Paul, Alberta, T0A 3A4 (hereinafter referred to as the "Developer"

AND

#### COUNTY OF ST. PAUL NO. 19,

of 5015 - 49 Avenue, St. Paul, Alberta, T0A 3A4 (hereinafter referred to as the "County")

**WHEREAS** the Developer wishes to construct a single detached residential dwelling on land within the County which is legally described as NE-27-56-10-W4 (the "Lands").

**AND WHEREAS** there is currently no road access to the Lands, but there is an undeveloped road allowance which could give access to the Lands.

**AND WHEREAS** prior to development, the Developer will need to make arrangements for the construction of a road giving access to the Lands and has requested that the County construct such a road for the Developer's benefit.

**AND WHEREAS**, subject to the terms and conditions of this Agreement, the County has agreed to construct the road (the "Road").

**NOWTHEREFORE** the parties hereto in consideration of the mutual covenants and obligations herein contained, agree as follows:

- 1. The preamble to this Agreement forms an integral part of this Agreement.
- 2. The Developer will deposit with the County the amount of \$\_\_\_\_\_, being fifty (50) percent of the estimated cost of constructing the road (the "Funds"). The Funds shall be held by or utilized by the County subject to the terms and conditions of this Agreement, including the following:
  - a. The Developer shall construct and fully complete a single detached dwelling (within the meaning of the County of St. Paul Land Use Bylaw), upon the Lands within thirty-six (36) months of the date of execution of this Agreement. The single detached dwelling to be constructed shall conform with the County's Land Use Bylaw, and shall not be a park model or a recreation vehicle within the meaning of the County's Land Use Bylaw, nor shall it be any be any other form of trailer or recreational vehicle.
  - b. In the event that the Developer does not construct the single detached dwelling within the said thirty-six (36) month period, or the single detached dwelling upon the Lands does not comply with the Land Use Bylaw, or this Agreement, the County may retain the Funds and utilize the same to pay for or offset the costs or

- 2 -

expenses incurred by the County in regard to the construction of the road, or such part of the Road that may have been completed. Without restricting the generality of the foregoing, such costs or expenses shall include preparatory work, including those costs related to planning or engineering the Road.

- c. In the event that the Developer constructs a single detached dwelling upon the Lands which complies with the Land Use Bylaw and this Agreement, within the thirty-six (36) month period provided for, the County shall refund the Funds to the Developer. However, no interest shall be payable to the Developer.
- d. In the event that the Developer sells or transfers the Lands, or that portion of the Lands upon which the single detached dwelling is constructed, the Developer shall make adequate arrangements with the purchaser/transferee, in regard to any refund of the Funds which may be owing. The Developer shall provide notice to the County of such arrangements which must be acceptable to the County. In the absence of such arrangements, any refund that may be owing shall be provided to the Developer only and a transferee or purchaser of the Lands shall have no right to the same.
- 3. Upon the Developer providing the Funds to the County, the County shall have full authority to commence construction of the Road. However, the County will not be required to commence construction of the Road at any particular time.
- 4. Once the County commences construction of the Road, including preparatory work therefore, this Agreement cannot be revoked, terminated, or assigned without the written consent of the County, which consent may be arbitrarily withheld. Without limiting the generality of the foregoing, the County, in its unfettered discretion, may grant its consent upon conditions, including a condition that the Funds be utilized for the payment of any costs or expenses incurred by the County, before release of any balance or remainder.
- 5. The Road to be constructed by the County as provided for herein will be a gravel road which complies with all County standards, shall be located on the undeveloped road allowance (\_\_\_\_\_) between \_\_\_\_\_\_ and \_\_\_\_\_. The Road shall not extend within the Lands, and the Developer shall remain fully responsible to provide all access roads or driveways within the Lands.
- 6. The validity and interpretation of this Agreement shall be governed by the laws of the Province of Alberta and the parties hereto attorn to the jurisdiction of the Courts of Alberta which shall have exclusive jurisdiction to determine any issue arising herefrom.
- 7. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
- 8. This Agreement does not constitute a development permit, subdivision approval or any other form of regulatory or statutory approval. The Developer remains fully responsible to apply for and obtain any such approvals, and the County makes no representations in regard to the same.

- 9. This Agreement constitutes the whole of the Agreement between the parties hereto and both parties acknowledge, represent and warrant that there are no representations or collateral agreements which have been made in regard to the subject matter hereto or which have been relied upon.
- 10. This Agreement shall enure to and be binding upon the parties hereto, their respective heirs, executives, administrators, successors and permitted assigns as the case may be.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the \_\_\_\_ day of \_\_\_\_, 20\_\_.

	_
WITNESS	CHRIS HABIAK
	COUNTY OF ST. PAUL NO. 19
	per:
WITNESS	
WITNESS	per:
withess	
1142914;October 24, 2013	


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# **Issue Summary Report**

## 7.1. ALBERTA SAND & GRAVEL ASSOCIATION AGM - JAN. 15 & 16, #20131112004 2014

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

The Alberta Sand & Gravel Association AGM will be held January 15 & 16, 2014 in Edmonton.

#### Recommendation

Motion to approve the appropriate Public Works Staff to attend the Alberta Sand and Gravel Association AGM on January 15 & 16, 2014 in Edmonton.

#### **Additional Information**

Appendix 1 for 7.1.: ASGA AGM





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# **Issue Summary Report**

## 7.2. ROADATA SERVICES LTD. CONFERENCE - JAN. 23, 2014 #20131112003

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Roadata Services Ltd. will be holding their 6th Annual Infrastructure Protection Conference on January 23, 2014 in Red Deer.

#### Recommendation

Motion to approve the appropriate Public Works Staff to attend the 6th Annual Infrastructure Protection Conference on January 23, 2014 in Red Deer.

#### **Additional Information**



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# **Issue Summary Report**

## 7.3. TOWN & COUNTRY LADIES FUNSPIEL

#20131107007

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

A Town & Country Ladies Funspiel will be held on November 16, 2013 in St. Paul and the organizing committee is requesting a donation for their event.

For the past four years, Council donated \$100 towards this event.

#### Recommendation

Motion to donate \$100 to the Town and Country Ladies Funspiel which will be held November 16, 2013 in St. Paul.

#### **Additional Information**

## **Town and Country Ladies Funspiel**

November 16, 2013

### St. Paul, Alberta

#### Dear Business Owner:

On November 16, 2013, St. Paul will be welcoming ladies curling teams from across the Lakeland region, including St. Paul, Elk Point, Glendon, Mallaig, Heinsburg and Two Hills to participate in the Town and Country Funspiel.

We humbly ask for your support in hosting this event: a unique gift for one lady, a cash donation or even sponsoring a team are ways that your business can get involved. We truly appreciate your support and any contribution would be much appreciated – no matter how big or how small.

All sponsors will be acknowledged with their names prominently displayed at the curling rink and in the St. Paul Journal.

If there are women at your business who would like to curl in the event, but do not have a team, please contact us – we will find a team for them to participate on. Although the bonspiel is an opportunity for fun and great exercise, we will also be donating money to The Underwear Affair, a Canadian cancer organization who is uncovering a cure for below-thewaist-cancers.

If you are able to help sponsor this wonderful event, please contact a member on our organization committee. Thank you, in anticipation of your kind assistance.

Sincerely,

Alice Tymofichuk-Betton 780-645-2406

Tracee Whitford 780-227-3795

Shelley Tymofichuk 780-645-1861 Arlene Randall 780-645-2812 Morgan Yurkowski 780-614-0523



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# **Issue Summary Report**

### 7.4. ST. PAUL & COMMUNITY FAMILY BENEFIT

#20131112002

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

The St. Paul & Community Family Benefit will be holding their sixth Annual New Year's Eve Family Benefit Dance and are seeking financial support which can be attained through five different sponsorship levels from Platinum at \$1,000 to Honourable Mentions under \$50. The attached letter outlines the various levels of sponsorship. They are also looking for donations for silent auction items, door prizes or volunteer help.

In 2012 the County donated a silent auction item for this benefit dance.

#### Recommendation

Motion to approve the donation of a silent auction item for the St. Paul & Community Family Benefit.

#### **Additional Information**

### Appendix 1 for 7.4.: Letter - Family Benefit

St. Paul & Community Family Benefit Box 1383 St. Paul, AB T0A 3A0

RECEIVED NOY 1 2 2013



November 1, 2013

Phyllis Corbiere County of St. Paul #19 5015 - 49 Avenue St. Paul AB T0A 3A3

Dear Phyllis Corbiere,

I am writing on behalf of the St. Paul & Community Family Benefit. We are a committee of people who came together in 2008 to plan and host a family focused New Year's Eve Dance where 100% of the proceeds go to families living in the town or county of St. Paul that need support during a time of hardship or crisis due to illness or tragedy in the family.

Because of the generous donations from businesses like yours, over the last five years we were fortunate enough to assist eleven families; seven from St. Paul area and four from Elk Point area. Last year's three families each received \$7747.82 to assist them with their needs. Each family had varying needs and the funds raised at each benefit have assisted with those needs. No matter how big or small the battle is for each family, we provide community support during their difficult time. Your contribution would be greatly appreciated to assist the new families that will be selected from nominations received from the caring members of our communities.

We are now in the process of planning our Sixth Annual New Year's Eve Family Benefit Dance and are seeking your support. We would like you to become a sponsor for the event by providing a cash donation. As an alternative to a cash donation please consider donating a silent auction item, door prize or volunteer to help out at the event. 100% of the proceeds collected for that evening go to the recipients while all expenses for the evening are paid for with fundraising dollars the committee raises throughout the rest of the year. Any contribution is greatly appreciated.

We have developed sponsorship levels so that we can recognize your business at the event and after: <u>*Platinum:*</u> \$1000+ <u>Gold:</u> \$500-\$999 <u>Silver:</u> \$200-\$499<u>Bronze:</u> \$50-\$199<u>Honourable Mentions</u>: under \$50

All of our sponsors are recognized in various ways:

- All sponsors are recognized on each of our dinner tables with your name printed on the table cards.
- Bronze, Silver, Gold and Platinum sponsors are thanked in the local paper.
- Silver, Gold and Platinum sponsors are recognized in local radio interviews.
- Gold and Platinum sponsor are showcased on the venue walls, visible to everyone on the night of the event, as well given 2 free tickets to the New Year's Event.
- Platinum sponsors are featured on-line with links to your business and mentioned in all our print ads and promo banners.

We recognize and appreciate our sponsors so very much, and if you are interested in purchasing a table of eight tickets for the event on New Year's Eve, we would be happy to reserve a table for you or your company. This year's event is being held at the Rec Centre, thanks to the generous donation of the facility from the Town of St. Paul.

Please visit our website at www.stpaulandcommunityfamilybenefit.yolasite.com. If you have any questions or need information more 1 can be contacted by phone at (780)645-1327 or by email at stpaulcommunityfamilybenefit@gmail.com.

Thank you for your consideration in this matter.

Tammy Yuschyshyn Chairperson





5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 <u>www.county.stpaul.ab.ca</u>

# **Issue Summary Report**

# 7.5. REQUEST FOR SPONSORSHIP FOR PROVINCIAL CHAMPIONSHIP

#20131107008

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Mallaig School and Regional High School are requesting sponsorship to attend the Provincial Cross Country Championship which was held October 19th in Drayton Valley.

#### Recommendation

Motion to approve a \$500 grant for Mallaig School and St. Paul Regional High School to attend the Provincial Cross Country Championship on October 19, 2013 in Drayton Valley.

#### **Additional Information**

## Appendix 1 for 7.5.: Mallaig School



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

November 4, 2013

5015-49 Avenue St. Paul, AB TOA 3A4 Canada

Re: Cross Country Provincials

Dear Council Members:

École Mallaig School serves the communities of Mallaig, Ashmont, St.Lina, Goodridge, Therien and St. Vincent. It is a dual track school from ECS to grade 12 with an enrolment of 250 students.

In the past, the County of St. Paul No. 19 has donated money to our school for sending teams to provincial competitions which has always been appreciated. This year, we were able to send sixteen athletes to provincial cross-country in Drayton Valley on October 18th and 19th and capture the 1A provincial banner. If the County is still in a position to donate funds to École Mallaig School for sending athletes to these championships, we would greatly appreciate your support.

Thank you very much for considering our request.

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

Sincerely,

Brad Tillapaugh Athletic Director École Mallaig School. Tuesday October 15, 2013

Dear County of St. Paul,

On October 19<sup>th</sup>, St. Paul Regional High School will be attending the ASAA 2013 High School Cross Country Provincial Championships in Drayton Valley. We have won the Zone Championship for 3A schools for the past twelve years in a row.

I know that the County of St. Paul supports teams that compete at the Provincial level in athletics. We would like to apply for the provincial funding to help us cover the expenses of sending 14 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 of St. Paul 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 <u>hank\_smid@sperd.ca</u>.

Sincerely,

Hank Smid Athletic Director St. Paul Regional High School



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# **Issue Summary Report**

# 7.6. ST. PAUL & DISTRICT CHAMBER OF COMMERCE - REQUEST FOR FUNDING

#20131114001

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

The St. Paul & District Chamber of Commerce is requesting funding in the amount or \$5,000 to attend the Alberta Chambers of Commerce AGM and Policy session, to host a small business awards gala and potentially an Agribusiness Trade Show.

In 2012, Council approved \$5,000 grant for the St. Paul Chamber.

#### Recommendation

As per Council's wishes.

#### Additional Information

Appendix 1 for 7.6.: Letter from St. Paul Chamber of Commerce



Phone / Fax: 780-645-5820 P.O. Box 887, St. Paul, AB TOA 3A0 Email: admin@stpaulchamber.ca WWW.STPAULCHAMBER.CA

November 14th, 2013

Mr. Steve Upham Reeve County of St Paul No 19 5015 - 49 Avenue St. Paul, AB TOA 3A4

#### **RE: FUNDING REQUEST**

Dear Mr. Upham:

For several years now, the County of St Paul has graciously contributed towards the operation of the St Paul & District Chamber of Commerce. We are grateful for that support.

The Chamber continues to work hard on behalf of the businesses within County by advocating for better business and by offering the following:

- Exclusive membership benefits
- Hosting the Rodeo Kick-Off Supper
- Host quarterly workshops with Alberta Works
- Offer free business profiles by partnering with Alberta HUB
- Designed a new website with information on business in the Town & County of St. Paul
- Support and implement Shop Local Campaigns
- Develop and distribute the "Things to Do and see around St. Paul" brochure
- Hosting public forums

The Chamber wishes to continue to provide these valuable services to businesses within the County of St. Paul and is requesting your support in the amount of **Five Thousand Dollars**.

In addition to the services we already offer businesses, these funds will allow us to attend the Alberta Chambers of Commerce AGM and Policy session where we hold a valuable vote, host a Small Business Awards Gala and potentially host an Agribusiness Trade Show.

The Chamber will continue to represent and promote the businesses within our County and we thank you for assisting us in moving forward and growing the area's business community.

We thank you in advance, we are very appreciative of your time and consideration regarding this matter.

Sincerely,

Matisson Hannotte Executive Director on behalf of the St. Paul & District Chamber of Commerce



5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 <u>www.county.stpaul.ab.ca</u>

# **Issue Summary Report**

# 7.7. ALLOCATION OF RECREATIONAL FACILITIES GRANTS FOR COMMUNITY HALLS

#20131112001

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

The proposed breakdown for the allocation of the 2012 Recreational Facilities Grants is attached. The grant amounts are the same as they have been in the past.

#### Recommendation

Motion to approve the 2013 Recreational Facilities Grant Allocations.

#### **Additional Information**

## Appendix 1 for 7.7.: List of Community Organizations

## 2013

## Recreational Facilities Grant

Ashmont Legion	\$2,400	
Ashmont Seniors Club	\$2,400	
Boscombe Community Hall	\$4,600	
Cork Hall Association	\$2,400	
Ferguson Flats Association	\$2,400	
Frog Lake Community Club	\$2,400	
Haying in the 30's	\$2,400	
Heinsburg Community Club	\$4,600	
Lac Sante Family Rec. Society	\$1,500	
Mallaig & District Museum	\$2,400	
Mallaig & District Seniors	\$4,600	
Mallaig Chamber of Commerce	\$2,400	
Mallaig Legion	\$4,600	
McRae Recreation Centre	\$2,400	
St. Lina Senior Dew Drop Inn Club	\$2,400	
St. Vincent Recreation Centre	\$2,400	
Sugden Community Centre	\$2,400	
Camp Whitney Society	\$2,400	
		\$51,100
Ashmont Ag Society	\$4,000	
Elk Point Ag Society - A.G. Ross Arena	\$12,500	
Elk Point Ag Society-Riding Arena	\$3,000	
Lac Bellevue Rec. & Ag. Society	\$4,500	
Mallaig & District Ag Society	\$14,500	
St. Lina Ag Society	\$3,000	
St. Paul and District Ag Society	\$10,000	
Stoney Lake Community Association	\$7,300	
		\$58,800
		\$109,900



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#20131115002

# **Issue Summary Report**

## 7.8. SALE OF LAPTOPS

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Alphose Corbiere has expressed interest in purchasing the laptop he used while he was a Councillor.

We would also need to know if any other Councillor is interested in purchase their old laptop.

#### Recommendation

As per Council's wishes.

#### **Additional Information**



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# **Issue Summary Report**

### 7.9. BYLAW NO. 2013-44 - CEMETERY BYLAW

#20131113006

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

At the Organizational Meeting, Council members were appointed to the Cemetery Committee for a four year term at the request of administration. Administration requested that it be changed to a four year term because there are not many meetings held throughout the year and it would be difficult to have continuity if members changed annually. However, section 1 of the Cemetery Bylaw states "members are appointed annually at the organizational meeting".

Section 1 of the Cemetery Bylaw has been amended to read "Members of the Cemetery Committee shall be appointed to the Board for a four year term, at the organizational meeting following the election." We now need to approve the new bylaw.

#### Recommendation

Motion to give first reading to Bylaw No. 2013-44.

Motion to give second reading to Bylaw No. 2013-44.

Motion to present Bylaw No. 2013-44 at this meeting for third reading.

Motion to give third reading to Bylaw No. 2013-44.

#### **Additional Information**

#### COUNTY OF ST. PAUL NO. 19

#### BYLAW NO. 2013-44

A Bylaw of the County of St. Paul No. 19, in the Province of Alberta, to adopt a Cemetery Bylaw.

This Bylaw is to be cited as the "County of St. Paul No. 19 Cemetery Bylaw". This bylaw only applies to cemeteries owned by the County of St. Paul No. 19.

In this bylaw, "County of St. Paul No. 19 Cemetery Committee" is made up of three council members, two employees, and one member at large.

The County of St. Paul No. 19 shall keep either copies or original burial permits, disinterment permits, and plot plans.

All information will be inputted in a database.

The minutes of Committee meetings shall be kept on file at the County office.

All records relating to plots, burials and disinterment shall be kept at the County office. Information will be inputted in the County's database to be updated periodically.

#### **1. CEMETERY COMMITTEE**

A Board is hereby established and shall be known as the "County of St. Paul No. 19 Cemetery Committee".

The "County of St. Paul No. 19 Cemetery Committee" will assume responsibility concerned with the management, planning and maintenance of only those cemeteries owned by the County of St. Paul No. 19.

The Board shall consist of three Councillors, two employees and one member at large.

Members of the Cemetery Committee shall be appointed to the Board for a four year term, at the organizational meeting following the election.

Members at large shall be appointed by resolution of Council.

#### 2. DUTIES OF EXECUTIVE

The Chairman shall reside over meetings.

The Vice-Chairman shall, in the absence of the Chairman, preside over meetings.

The Secretary shall attend and take accurate minutes of all meetings, maintain and keep custody of these minutes, and make these minutes available for members prior to the next meeting.

The County Council and Administration, shall properly account for all funds, and by recommendation of the Cemetery Committee, make disbursements, as required for Cemetery purposes only. County Administration shall also review a Statement of Income and Expenses periodically when necessary.

#### 3. MEETINGS

Cemetery Committee Meetings will be called when deemed necessary.

#### 4. DUTIES, RIGHTS, AND POWERS

The Cemetery Committee shall control all matters within the Cemeteries that are concerned with maintaining the grounds in a neat and pleasing condition, and to that end is hereby authorized to regulate and control the Cemetery grounds as recommended by County Council.

The Cemetery Committee is hereby authorized to remove, or have removed, any weeds, grass, funeral designs or floral pieces, which may become wilted, or any other article or thing, which, in the opinion of the Cemetery Committee, is unsightly.

#### 5. PLOTS

The cost of plots are listed in the County's Fee Schedule Bylaw. All plots reserved prior to the County acquiring title will be honoured provided the requisite verification is in place.

Plans for burial purposes, including a record of all interments and disinterment will be kept at the County of St. Paul No. 19 office. Copies of all such plans shall be available for inspection free of charge at the County of St. Paul No. 19 office during regular business hours.

Plots shall not be resold; however, plots may be transferred from one family member to another family member. No transfer shall be valid unless it is duly registered with the County of St. Paul No. 19.

All burials, in cemeteries owned by the County of St. Paul No. 19, whether casket or urn (traditional or cremation), must first be reported to the County of St. Paul No. 19.

The County of St. Paul No. 19 shall allow double depth graves, with a minimum of three feet of coverage after second burial. Costing information can be found in the County's Fee Schedule Bylaw. Two interments within one plot will only be allowed with double depth grave.

All plots must be prepaid to reserve and all prices include GST.

#### 6. INTERMENTS AND DISINTERMENTS

No interment shall be permitted in the County owned cemeteries unless, and until a completed application for interment has been signed by the owner/family of the plot.

All interments within the County of St. Paul owned cemeteries, require a concrete grave liner (concrete box minimum standard) except those interments of caskets less than four (4) feet in length unless requested.

No grave for the burial of a deceased person shall be less than three (3) feet between the top of the casket and the surface of the ground.

No grave for the burial of cremated remains shall be less than eighteen (18) inches of coverage from the surface of the ground.

All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at that Plot.

Disinterment of a body shall not take place until a permit for disinterment is issued by the Provincial Director of Vital Statistics and delivered to the County of St. Paul No. 19 office. After disinterment has taken place the plot stays in the family or the County of St. Paul No 19 will reimburse the family 85% of the market value of the plot, at Council's discretion.

The person requesting a disinterment shall give complete and precise instruction regarding the location of the grave. The County of St. Paul No. 19 shall not be responsible for any errors resulting from the lack of instruction.

#### 7. MONUMENTS

The placement of Monuments shall comply with the following requirements.

- (a) Monuments must be constructed of granite, marble, bronze, or comparable material.
- (b) All Monuments shall be allowed in the cemeteries. All bases are not to exceed eighteen (18) inches.
- (c) No inscriptions shall be placed on any Monument, which is not in keeping with the dignity and decorum of the Cemetery.

Henceforth, grave covers are strictly prohibited, however notwithstanding this where a grave cover presently exists, the plot owner or a personal representative may have a matching cover installed.

No person shall erect upon a Plot or Lot any fence, railing, wall, border, hedge, coping, or the like and where any of the same have been previously erected around a Plot or Lot and have, by reason of age or neglect, become unsightly or objectionable.

The Cemetery Committee is to contact family members if a gravesite needs repairs.

Each owner of a Monument or other erection upon any Plot shall maintain it and assure it is in proper repair.

#### 8. RESTRICTIONS

There shall be **NO** planting of flowers, trees, or shrubs on or near any graves.

The Cemetery Committee shall designate particular areas throughout the Cemetery where flowers, trees, and shrubs can be planted.

Those trees and shrubs planted prior to the County of St. Paul No. 19 taking ownership will be left where they are. If the trees need trimming or removing, the family will be contacted to either do the work or give permission to have it done.

#### 9. MAINTENANCE

The County of St. Paul No. 19 and/or the Cemetery Committee shall see to the maintenance of the Cemetery grounds throughout the summer growing season (mowing, trimming, etc.).

All refuse must be bagged (twigs and sticks tied in bundles) and placed in the refuse containers located within the designated area. The County of St. Paul will be responsible for the collection and disposal of this refuse.

### **10. VEHICLES IN THE CEMETERY**

No person shall drive any vehicle through the Cemetery at a speed exceeding fifteen (15) km and then may only drive a vehicle upon the roadway provided for that purpose.

No person shall ride an all terrain vehicle, snowmobile, or horse in the Cemetery unless they are part of a funeral procession.

The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.

No person shall enter the Cemetery carrying firearms unless such person is participating in a military funeral.

### 11. FUNDS

All donations, memorials or monies received for the Cemetery are to be used only for the purposes of the Cemetery. A tax deductible receipt will be issued by the County of St. Paul No. 19 for any donations of \$25.00 and up.

These funds will be disbursed at the discretion of County Council, as recommended by the Cemetery Committee.

#### 12. OFFENCES

Any person who acts contrary to Section 10 of this bylaw, or who damages or causes damages to a cemetery, a cemetery grounds, or any monument, headstone, fence or sign within or on a cemetery commits an offence hereunder and shall be liable to a fine as set out in the Fee Schedule Bylaw.

### 13. SEVERABILITY

This Bylaw shall come into force on the date of final passing. Should a section or part of this Bylaw be found to be improperly enacted or *ultra virus*, for any reasons, then such section or part shall be regarded as being severable from the Bylaw and Bylaw remaining after such severance shall be effective and enforceable.

#### 14. REPEAL

Bylaw No. 1445 dated the 16<sup>th</sup> of July, 2013 is hereby repealed.

Read a first time in Council this 19<sup>th</sup> day of November, 2013.

Read a second time in Council this 19th day of November, 2013

Read a third time in Council this 19<sup>th</sup> day of November, 2013

Reeve

Chief Administrative Officer



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# **Issue Summary Report**

### 7.10. BYLAW NO. 2013-43 - SUBDIVISION AND DEVELOPMENT APPEAL BOARD

#20131113007

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

At the Organizational Meeting, Council members were appointed to the Subdivision and Development Appeal Board for a four year term at the request of administration, again for continuity.

Section 3.2 of the SDAB Bylaw states that "The Subdivision and Development Appeal board shall consist of seven (7) members appointed for a three year term by resolution of Council", therefore we need to amend the bylaw to reflect the appointment for a four year term.

Item 3.2 of the SDAB Bylaw has also been amended to state that the board shall consist of 7 members and an alternate and that three members and an alternate shall be appointed from Council. Previously the bylaw referred to 7 members only. It did not state anything about the alternate.

#### Recommendation

Motion to give first reading to Bylaw No. 2013-43.

Motion to give second reading to Bylaw No. 2013-43.

Motion to present Bylaw No. 2013-43 at this meeting for third reading.

Motion to give third reading to Bylaw No. 2013-43.

#### Additional Information

### COUNTY OF ST. PAUL NO. 19

#### BY-LAW NO. 2013-43

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to establish the Subdivision and Development Appeal Board of the County of St. Paul.

**WHEREAS,** Section 627 of the Municipal Government Act. S.A. 1994, as amended, requires that a Municipal Council establish a Subdivision and Development Appeal Board by bylaw.

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

- 1. <u>Name</u>
  - 1.1 This Bylaw may be cited as the "Subdivision and Development Appeal Board Bylaw".
- 2. Definitions

The following words and phrases mean:

- 2.1 "Act" means the Municipal Government Act. S.A. 1994, as amended.
- 2.2 "Appellant" means a person who, pursuant to the Act, has served a notice of appeal on the Subdivision and Development Appeal Board.
- 2.3 "Council" means the Reeve and Councillors of the County of St. Paul No. 19 for the time being elected pursuant to the provisions of the Act, whose term is unexpired, who have not resigned and who continue to be eligible to hold office as such under the terms of the Act.
- 2.4 "Development Application" means an application made to the Development authority in accordance with the Land Use Bylaw for the purpose of obtaining a development permit.
- 2.5 "Development Authority" means the persons established under Section 3 of the Development Authority Bylaw to perform the functions of a development authority under the Act.
- 2.6 "Development Permit" means a document authorizing a development issued in accordance with the Land Use Bylaw of the County of St. Paul No. 19.
- 2.7 "Land Use Bylaw" means Bylaw adopted as a land use bylaw pursuant to the Act or the former Act.
- 2.8 "Subdivision Authority" means the persons established under Section3 of the Subdivision Authority Bylaw to perform the functions of a subdivision authority under the Act.
- 2.9 "Subdivision and Development Appeal Board" means the board established to hear development and subdivision appeals, pursuant to Section 3 of this Bylaw.
- 2.10 "Subdivision and Development Appeal Board Secretary" means the person appointed to the position established under Section 7 of this Bylaw.

- 3. Establishment and Membership
  - 3.1 The Subdivision and Development Appeal Board of the County of St. Paul No. 19 is hereby established.
  - 3.2 The Subdivision and Development Appeal board shall consist of seven (7) members and one (1) alternate appointed for a four year term by resolution of Council. Three (3) members and one (1) alternate shall be appointed from the Council. Four (4) members shall be appointed from the public at large.
  - 3.3 No person who is an employee of the County of St. Paul No. 19, who is a Development Authority or a Subdivision Authority for the County of St. Paul No. 19 or who is a member of the Development Authority or the Subdivision Authority for the County of St. Paul No. 19 shall be appointed to the Subdivision and Development Appeal Board.
  - 3.4 Any vacancies caused by the death, retirement or resignation of a member may be filled by resolution of the Council.
  - 3.5 Council may remove a member from the Subdivision and Development Appeal Board by resolution at any time.
  - 3.6 Under extraordinary circumstances, such as when a large number of members of the Subdivision and Development Appeal Board may have a potential conflict of interest, the Council may appoint additional members of the Subdivision and Development Appeal Board for a specific, short period of time, as the Council sees fit, in order to attempt to ensure that the Subdivision and Development Appeal Board will have a quorum for a meeting and a hearing.
- 4. Term of Office
  - 4.1 Subject to Section 3.5 and 4.2 of this Bylaw, each member of the Subdivision and Development Appeal Board shall be appointed at the pleasure of the Council for a term of four (4) years and may be reappointed upon the expiry of the term at the pleasure of the Council.
  - 4.2 Where a member of Council is appointed as a member of the Subdivision and Development Appeal Board, his appointment shall terminate upon his ceasing to be a member of the Council.
- 5. Chairman
  - 5.1 At the first meeting of the Subdivision and Development Appeal board following the appointment of members each year, a Chairman shall be elected by vote of the majority of the members.
  - 5.2 A member may be re-elected to the position of Chairman.
  - 5.3 A Chairman shall preside at the meetings of the Subdivision and Development Appeal Board.
- 6. Vice-Chairman
  - 6.1 A Vice-Chairman shall be elected at the same time and under the same rules as the Chairman.
  - 6.2 A member may be re-elected to the position of Vice-Chairman.

- 6.3 The Vice-Chairman shall preside at the meetings of the Subdivision and Development Appeal Board in place of the Chairman if the Chairman, for any reason, does not preside at the meeting.
- 6.4 In the absence of the Chairman and the Vice-Chairman, one of the other members of the Subdivision and Development Appeal Board shall be elected to preside.
- 7. <u>Secretary of the Subdivision and Development Appeal Board</u>
  - 7.1 The position of designated officer for the limited purpose of carrying out the functions of the Secretary to the Subdivision and Development Appeal Board is hereby established ("Subdivision and Development Appeal Board Secretary").
  - 7.2 The Subdivision and Development Appeal Board Secretary shall be appointed by resolution of the Council and shall not be a member of the Subdivision and Development Appeal Board.
  - 7.3 The Subdivision and Development Appeal Board Secretary shall have responsibilities and functions including the following:
    - 7.3.1. Make and keep a record of the Subdivision and Development Appeal Board proceedings which may be in the form of a summary of the evidence presented at a hearing.
    - 7.3.2 Ensure statutory notices and decisions of the Subdivision and Development Appeal Board are provided to such persons as the Act requires.
    - 7.3.3. Compile and provide agenda and meeting packages to members and make available to the public.
    - 7.3.4 Sign orders, decisions, approval, notices and other items given by the Subdivision and Development Appeal board on its behalf.
- 8. <u>Quorum</u>
  - 8.1 A quorum of the Subdivision and Development Appeal Board shall be five (5) members of the Subdivision and Development Appeal Board, except that if there are only five (5) members of the Subdivision and Development Appeal Board at a meeting or a hearing of the Subdivision and Development Appeal Board at a meeting or a hearing of the Subdivision and Development Appeal Board, no more than two (2) of those members shall be a member of the Subdivision and Development Appeal Board who is appointed from the Council.
  - 8.2 The Subdivision and Development Appeal Board shall meet at such intervals as are necessary to consider and decide appeals filed with it in accordance with the Act.
  - 8.3 The Subdivision and Development Appeal Board shall have prepared and maintain a file of written Minutes of the business transacted at all meetings and hearings of the Subdivision and Development Appeal Board, copies of which shall be regularly filed with Council. These minutes may be in the form of a summary of the activities undertaken, together with the motions made at the meetings and hearings.

- 8.4 A member of the Subdivision and Development Appeal Board who is for any reason, unable to attend the whole or a part of any hearing of an appeal, shall not participate in the deliberations or decision of the Subdivision and Development Appeal Board upon that appeal.
- 8.5 The Subdivision and Development Appeal Board may make rules as are necessary for the conduct of its meetings, its hearings and its business that are consistent with this Bylaw, the County of St. Paul No. 19 Land Use Bylaw and the Act.
- 9. Fees and Expenses
  - 9.1 The remuneration, travelling, living and other expenses of the members of the Subdivision and Development Appeal Board and the Subdivision and Development Appeal Board Secretary, shall be established by Council from time to time.
  - 9.2 The fees associated with the launching of appeals, holding of hearings, and meetings of the Subdivision and Development Appeal Board may be set by the Council by Bylaw.
- 10. Development Appeals
  - 10.1 Subject to Section 641(4) and 685(3) of the Act, the Subdivision and Development Appeal Board shall hear appeals where the Development Authority for the County of St. Paul No. 19:
    - 10.1.1 refuses or fails to issue a development permit to a person
    - 10.1.2 issues a development permit subject to conditions, or;
    - 10.1.3 issues an order under Section 645 of the Act,

and appeals are launched within the time limitations and in the manner indicated in the Act.

- 10.2 Subject to Section 641(4) and 685(3) of the Act, the Subdivision and Development Appeal Board shall hear appeals from any person affected by an order, decision or development permit issued by the Development Authority, who appeals within the time limitations and in the manner indicated in the Act.
- 10.3 The Subdivision and Development Appeal Board shall hold an appeal hearing respecting any Development Appeal within 30 days of receipt of the notice of appeal.
- 10.4 The Subdivision and Development Appeal Board shall give at least 5 days notice in writing of the appeal hearing to:
  - 10.4.1 the Appellant
  - 10.4.2 the Development Authority of the County of St. Paul No. 19
  - 10.4.3 the owners required to be notified under the Land Use Bylaw of the County of St. Paul No. 19, and
  - 10.4.4 any person that the Subdivision and Development Appeal Board considers to be affected by the appeal and should be notified.

- 10.5 In determining an appeal, the Subdivision and Development Appeal Board:
  - 10.5.1 shall comply with the Land Use Policies established pursuant to Section 622 of the Act;
  - 10.5.2 shall comply with any statutory plan and, subject to subsection 10.5.5 of this bylaw, the Land Use Bylaw of the County of St. Paul No. 19.
  - 10.5.3 shall have regard to but not be bound to the Subdivision and Development Regulations established pursuant to Section 694 of the Act,
  - 10.5.4 may confirm, revoke or vary the order, decision or development permit or any condition attached to any of them or make or substitute an order, decision or permit of its own;
  - 10.5.5 may make an order or decision or issue or confirm the issue of a development permit even though the proposed development does not comply with the Land Use Bylaw if, in its opinion,
    - (i) The proposed development would not:
      - (a) unduly interfere with the amenities of the neighborhood, or
      - (b) materially interfere with or affect the use, enjoyment or value of neighboring parcels of land, and;
    - (ii) The proposed development conforms to the use prescribed for that land or building in the Land Use Bylaw.
- 10.6 The Subdivision and Development Appeal Board shall give its decision in writing together with reasons for the decision within 15 days of the conclusion of the public hearing.
- 11. Subdivision Appeals
  - 11.1 Subject to Section 678 of the Act, the Subdivision and Development Appeal Board shall hear appeals of decisions of the Subdivision Authority for the County of St. Paul No. 19 provided an appeal is received within the time limitations and in the manner indicated in the Act.
  - 11.2 The Subdivision and Development Appeal Board shall hold an appeal hearing respecting any appeal within 30 days of receipt of the notice of appeal.
  - 11.3 The Subdivision and Development Appeal Board shall give at least 5 days notice in writing of the appeal hearing to:
    - 11.3.1 applicant for subdivision approval;
    - 11.3.2 the Subdivision Authority of the County of St. Paul No. 19;
    - 11.3.3 any school authority to whom the application for subdivision

## Appendix 1 for 7.10.: SDAB Bylaw

Bylaw No. 2013-43 Page 6

approval was referred;

- 11.3.4 all adjacent land owners who were given notice of the application for subdivision approval pursuant to Section 653(4) of the Act;
- 11.3.5 every Government department that was given a copy of the application for subdivision approval pursuant to the Act; and
- 11.3.6 if the land that is the subject of the application for subdivision approval is adjacent to the boundaries of another municipality, that municipality.
- 11.4 In determining an appeal, the Subdivision and Development Appeal Board:
  - 11.4.1 shall be consistent with the Land Use Policies established pursuant to Section 622 of the Act;
  - 11.4.2 shall have regard to any statutory plan which is in effect;
  - 11.4.3 shall conform with the uses of land referred to in the Land Use Bylaw;
  - 11.4.4 shall have regard to but not be bound to the Subdivision and Development Regulations established pursuant to Section 694 of the Act,
  - 11.4.5 may confirm, revoke or vary the approval or decision or any condition imposed by the Subdivision Authority or make or substitute a decision or any condition of its own;
  - 11.4.6 may exercise the same power the Subdivision Authority is permitted to exercise pursuant to the Act or any Regulations or Bylaws adopted pursuant to the Act.
- 11.5 The Subdivision and Development Appeal Board shall give its decision in writing together with reasons for the decision within 15 days of the conclusion of the public hearing.
- 12. This Bylaw comes into effect upon its final passing thereof.
- 13. Bylaw No. 1559 dated November 9, 2010 is hereby repealed.

Read a first time in Council this 19<sup>th</sup> day of November, A.D. 2013.

Read a second time in Council this 19<sup>th</sup> day of November, A.D. 2013.

Read a third time in Council this 19<sup>th</sup> day of November, A.D. 2013.

Reeve

Chief Administrative Officer



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# **Issue Summary Report**

### 7.11. APPOINTMENT OF BOARD MEMBERS AT LARGE

#20131113002

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Attached is the list of board members who are currently appointed to the FCSS, Library and Subdivision and Development Appeal Boards.

As per Part 1, Section 4 of the Libraries Act not more than 2 members of Council may be members of the Municipal Board and a member of the municipal board is eligible to be reappointed for only 2 additional consecutive terms of office, unless at least 2/3 of the whole council passes a resolution stating that the member may be reappointed as a member for more than 3 consecutive terms. Also, appointments to the municipal board shall be for a term of up to 3 years.

FCSS Bylaw No. 1560 states that four (4) Board Members at large shall be appointed by County Council for a three (3) year term. Janice will be amending her bylaw to change it to a four (4) year term.

#### Recommendation

Motion to reappoint any Library Board Members who have been on the board for more than 3 consecutive terms, as per Part 1, Section 4 of the Libraries Act.

Motion to appoint Library Board members at large for a three year term, as per Part 1, Section 4(4) of the Libraries Act.

Motion to appoint the members at large to the FCSS Board for a four year term.

Motion to appoint the members at large to the Subdivision and Development Appeal Board for a four year term.

Motion to appoint 2 members at large to the Weed Appeal Board for a four year term.

#### Additional Information

### **CURRENT BOARD MEMBERS AT LARGE**

Approved November, 2010 Council Meeting

### **FCSS**

- Member 1 Lori Nelson
- Member 2 Irene Pilisko
- Member 3 Irene VanBrabant
- Member 4 Eleanor Zimmerman

### Library Board

Member 1 – Angela Lorenson Member 2 – Irene VanBrabant Member 3 – Eleanor Zimmerman Member 4 – Connie Currey Member 5 – Lorna Connor

#### Subdivision and Development Appeal Board

Member 1 – George Sanders Member 2 – Leigh Babcock Member 3 – Eleanor Zimmerman Member 4 – Tom Kurek

#### Weed Appeal Board - NEW

Member 1 Member 2



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# **Issue Summary Report**

# 7.12. COMMITTEE MEMBER FOR ELK POINT REGIONAL ALLIED ARTS

#20131113004

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

At the Organizational meeting, the Elk Point Regional Allied Arts Committee was inadvertently missed. Councillor Dach was appointed to this committee in November, 2012.

#### Recommendation

Motion to appoint Councillor D. Dach to the Elk Point Regional Allied Arts Committee.

#### **Additional Information**



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# **Issue Summary Report**

### 7.13. REGIONAL COLLABORATION GRANT - EASTERN ALBERTA TRADE CORRIDOR

#20131108002

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Alberta HUB, along with the Town of Hanna are moving forward on behalf of the Eastern Alberta Trade Corridor (EATC) with an application for a Regional Collaboration Grant in the amount of \$249,000. The scope of the project covers four main activities for the EATC:

- 1) Regional marketing Plan
- 2) Multi Level Map/Data Maintenance Plan for Website
- 3) Regional Data Collection
- 4) REDA-EATC Mapping Integration/Project Management

In order to proceed with the project they require a partner and they are requesting if the County of St. Paul would be their partner. If Council agrees to partner, there will be no cost to the County. The Town of Hanna has agreed to be the lead on the grant.

#### Recommendation

If Council agrees to partner with the Town of Hanna for the Regional Collaboration grant, we require the following motion:

Be it resolved that we authorize the County of St. Paul No. 19 to participate in an application for the Eastern Alberta Trade Corridor, Investment Attraction Initiative Project, submitted by Kim Neill, CAO for the Town of Hanna under the Regional Collaboration Grant.

#### **Additional Information**

Originated By : skitz



#### EATC Work Plan Attachment for 2013 RCP Application

The following document is an addendum to 3.4 Project Description for our RCP application. The scope of the project can best be described in these 4 activities:

#### 1. REGIONAL MARKETING PLAN:

The EATC collaboration has developed a number of business cases, company profiles, promotional items, a website, and many other items. EATC members from many of the municipalities have also attended a variety of conferences across North America for the purpose of investment attraction, and even hosted a major international meeting - the 2012 Ports to Plains annual conference held in Medicine Hat. As this municipal collaboration grows, and more investment contacts are made abroad, it has become clear that a well-defined Marketing Plan needs to be developed. All of the data and marketing materials developed to this point must be harnessed into a focused plan that will help facilitate the investment attraction objective of this municipal collaboration.

#### 2. MULTI LEVEL MAP/ DATA MAINTENANCE PLAN FOR WEBSITE:

The primary value proposition of the EATC for investors is location - namely our underutilized high load corridor transportation routes that extends from Mexico through the United States to Eastern Alberta and the Athabasca / Cold Lake Oil Sands in the northern Alberta. EATC must be able accurately display this Corridor on our website in order to market the region to investors. In addition, all the data that is gathered in the Regional Data Collection component will need a home. We also wish to display this data on a multilayered mapping system. Consultants will required to research and develop a sustainable mapping solution for the EATC website.

The mapping solution may be a custom build, or could be a specially adapted plug in. EATC is eager to address concerns about data maintenance for our vast regional data set, and will therefor search for a solution that includes as many automatic updates as possible. We are seeking a mapping solution that can be multi-layered, so investors can easily view regional assets, businesses, and infrastructure in relation to their location in the Corridor. We anticipate that this mapping system will also include an internal database component, in any event all data storage methods will be thoroughly researched and evaluated.

On that note, with a collaborative dataset of this scope (over 70 communities), a Data Maintenance Plan is of paramount importance. We will consult with the 70 plus communities in the EATC, focusing on key local personnel that will be the gatekeepers of community data. Local EDOs, municipal officials, and business leaders will be most in touch with their data and how /when it tends to change over time. The intention is to combine this ground level primary research with the experience of our consulting team regarding mass secondary data updates from sources such as Statistics Canada, business databases, and other sources. All of this research regarding data updates will be considered in relation to the proposed mapping and database technology, in order to arrive at a long term maintenance plan that addresses data quality, cost, ease of work, and shared responsibility amongst the collaborating municipalities.

#### 3. REGIONAL DATA COLLECTION

EATC will conduct a community-by-community data collection process utilizing local EDOs, chambers of commerce, municipal offices, custom Statistics Canada data, Government of Alberta data, local businesses, and other sources. This data collection will feed a mapping program and other areas of the EATC website. This will significantly augment the ability of the EATC partners to court both foreign



and Canadian investors and also allow all investors regardless of location to independently research EATC communities, companies, and sectors.

#### 4. REDA-EATC DATA MAPPING INTEGRATION/PROJECT MANAGEMENT

The core of the EATC Initiative is the collaboration of the 70-plus Eastern Alberta Communities through the three REDAs. The three REDAs are the organizations that their member municipalities look to first for economic development assistance. Therefore the data sets and mapping platforms developed for the EATC Initiative must be reflected in the architecture of the 3 REDA websites. Part of this project will be integrating the data sets and mapping systems with the 3 REDA websites. This activity (and parts of the other 3 activates) will also require Project Management from each of the 3 REDAs, so one half of the budget for this activity will be assigned for management purposes.

Appendix 2 for 7.13.: Funding for Grant

Complete the following table with project cost information. Please include dates along with the project phase milestones.

	{A} {B} {C}	{B}	ç	<u>ê</u>		(E)
	Estimated eligible project cost (\$)	Other provincial grants expected Grant Name Amount (\$)	ants expected Amount (\$)	Non-provincial sources of funding (\$) Source Amount (\$)	l sources of 5 (\$) Amount (\$)	Eunding request under this grant
Regional Data Collect.	\$66,000					program [A_(C+D)]
Map/Data Maintenance	\$60,000					(\$)
REDA Data Integration	\$75,000					
Regional Mktg Plan	\$48,000					
	\$ 249,000	N/A	\$	N/A	<b>\$</b>	\$ 249,000

Regional Collaboration Program – Program Application – Effective April 1, 2012



## County of St Paul No 19 5015 - 49 Avenue, St. Paul, AB TOA 3A4

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#20131108004

# **Issue Summary Report**

## 7.14. CRIME AT LAURIER LAKE

Meeting: November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Attached is an e-mail from a lot owner at Laurier who has had his cottage broken into three times in the last three years. He also indicated that recently more properties around the lake were broken into and he would like to know what the County is doing to deal with the situation. I have been in contact with the RCMP Staff Sergeant from Elk Point and following that conversation drafted a letter to the lot owners at Laurier Lake suggesting that we set up a meeting in the spring. I would like Council to review the letter which is attached, and provide feedback before it goes out to the lot owners.

#### Recommendation

Motion to approve the letter to the lake lot owners at Laurier Lake and that administration arrange a meeting in Division 1 in the spring of 2014 to address crime in the area.

#### **Additional Information**

Originated By : skitz

## Appendix 1 for 7.14.: E-Mail Cottage Break Ins at Laurier Lake

### **Phyllis Corbiere**

From:
Sent:
To:
Subject:

Sheila Kitz November-07-13 4:32 PM Phyllis Corbiere FW: Cottage Break Ins Laurier Lake

Sheila Kitz, CLGM Chief Administrative Officer County of St. Paul No. 19 5015 - 49 Avenue St. Paul, AB TOA 3A4

Office: 780-645-3301 ext 208 Cell: 780-614-5814

From: Georgann Hancock [mailto:gd.hancock@telus.net] Sent: October-30-13 3:02 PM To: Sheila Kitz Subject: Re: Cottage Break Ins Laurier Lake

Thank you for your reply. I apologize for taking so long to get back to you.

I contacted the secretary of one of the beach associations and one or two others that live at Laurier year round. Everyone is interested in a meeting but it is difficult to get people together at this tome of year. I have not contacted Orest Sereda, but will do that this week. It would be helpful if we could set up a better communication system with the cottage owners. If we knew what to watch for it may be possible to deal with the issues sooner. Thank you again.

Georgann Hancock

On 2013-10-18, at 11:29 AM, Sheila Kitz <<u>skitz@county.stpaul.ab.ca</u>> wrote:

Hi Georgann – Thanks for bringing this to my attention.

I will be in contact with the RCMP to see what steps can be taken in that area. Also I might refer you to the Rural Crime Watch group in our area. The President is Orest Sereda his number is 780-724-3735. Maybe we could arrange a meeting for the lot owners in the area at some point – I would be looking to hear from you when would be a good time and what location would make sense for such a meeting.

Please feel free to call me if you would like to discuss options and strategies for moving ahead to help stop this crime wave in your community.

Sheila Kitz, CLGM
Appendix 1 for 7.14.: E-Mail Cottage Break Ins at Laurier Lake

Chief Administrative Officer County of St. Paul No. 19 5015 - 49 Avenue St. Paul, AB TOA 3A4

Office: 780-645-3301 ext 208 Cell: 780-614-5814

From: Georgann Hancock [mailto:gd.hancock@telus.net] Sent: October-17-13 6:06 PM To: Sheila Kitz Subject: Cottage Break Ins Laurier Lake

Hello:

Our cottage at Laurier Lake has been broken into three times in the last three years. The result this past year was \$15,000.00 dollars in stolen goods and property damage. We have installed a security system. One week ago more properties around the lake were broken into.

My understanding is that the County is responsible for providing policing services in this area. What is being done to deal with this situation? The cottage owners in this area are becoming more and more concerned as to it does not appear that anyone is being held accountable.

I look forward to your response.

Georgann and David Hancock 16 Coloniale Gate Beaumont Alberta T4X 1N1 Phone: 780 929 3645 November 5, 2013

To: Lake Lot Owners in the Laurier Lake area

#### Re: Increased crime in the area

It has been brought to the County's attention that there has been increased crime in the Laurier Lake area. The County has been in contact with the Elk Point RCMP to discuss the concern. The RCMP have indicated that they are well aware of the situation and have increased surveillance of the area. They also informed the County that they believe they have identified suspects that are responsible for some of the theft that has occurred in this area, but they are still working on bringing them before the courts.

The County would be interested in hosting a meeting in the spring of 2014 for lot owners to speak with the RCMP and representatives from Rural Crime Watch regarding their concerns. At this meeting the RCMP and Rural Crime Watch will review some of the actions residents should be taking to safeguard their property. Additionally the RCMP would be looking to have updated contact phone numbers for lot owners in the area. This way owners could be contacted should an incident occur at their property during the season when they are not regularly attending their property. The County can collect and retain this information on our financial system. Feel free to call the County to provide us with your home number and/or cell number for our files. Please ask for either Linda Meger or Carolyn Kwiatkowski at (780) 645-3301.

Some of the tips that RCMP have indicated for lot owners to do at the end of the "season" include:

- Remove alcohol the property
- Remove big screen TV's or expensive electronics
- Remove firearms
- Remove Quads and other ATV's
- Notify any permanent residents/neighbours that you may have that you are gone for the season and request they watch/check your property
- Alarm your property or at least post tags indicating it is alarmed
- Leave your blinds open and have fridge door left open if they see there is nothing to take, then they may not bother to break in

We look forward to meeting with you in the Spring and helping to safeguard your community.

Sincerely,

Sheila Kitz, CLGM Chief Administrative Officer



5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 www.county.stpaul.ab.ca

# **Issue Summary Report**

### 7.15. LAKELANDER'S TRAILER CLUB

#20131108003

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

In April, Council made a motion to authorize the Lakelander's Trailer Club to build a road to their lease property from Township Road 604 north along the east side of the SW 29-60-10-W4 and then west along the north side of SW 29-60-11-W4 to connect to their existing road.

When they were planning the construction of the road they discovered that there was a pond/swamp area at the northern most corner. It was the suggestion of the surveyor that they follow the edge of the pond/swamp and join up with their road. They went as far north as they could without disturbing the pond/swamp. If they had built the road as originally planned, they would have had to apply for permits which would have delayed the project considerably and the road would probably not have been completed again this year.

#### Recommendation

Motion that Council approve the realignment of the road as per the engineered drawing attached.

#### **Additional Information**





County of St Paul No 19 5015 - 49 Avenue, St. Paul, AB TOA 3A4

## www.county.stpaul.ab.ca

#20131108001

# **Issue Summary Report**

### 7.16. PAVING OF PLAN 0728357

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

At the May 28, 2013 Public Works Meeting, Council discussed a verbal request from Dwayne Ternovoy to pave his subdivision (Plan 0728357) at the same time as the County had their subdivisions paved. At that time, Mr. Ternovoy was informed that the reason his internal subdivision road was not being considered for pavement was due to the fact that only 4 lots were subdivided and registered. Council agreed to include Plan 0728357 in the paving project, providing Mr. Ternovoy agreed to reimburse the County the cost of paving his subdivision. As he verbally agreed to reimburse the County, the paving of his internal road was completed.

The developer has been invoiced for paving his subdivision and is now requesting that Council waive the invoice in the amount of \$58,033.07, which includes the paving costs and penalties, as his development agreement (July, 2007) does not state that he must pave his subdivision. A copy of the map for his subdivision is attached. His development agreement pertains to the 4 highlighted lots only, the proposed lots were not approved or registered. Since Mr. Ternovoy only subdivided and registered 4 lots, he would not have been required to oil the internal subdivision road. If he were to register any more lots as per his proposal, he would be required to pave the internal road - as per Council's resolution made October 2013.

If the invoice remains unpaid after 90 days, then his name will be added to the suspension of County Services list.

#### Recommendation

That Council deny Mr. Ternovoy's request to cancel the paving invoice in the amount of \$58,033.07.

#### Additional Information

Appendix 1 for 7.16.: Letter - Dwayne Ternovoy

Oct 15, 2013

RECEIVED OCT 2 2 2013

County of ST. Paul #19

5015-49 Ave

St. Paul, AB TOA 3A4

Attn: County Council

**Re: Subdivision Paving** 

I would like to state that nowhere in my development agreement dated July 27, 2007 does it state I'm to pave my road. It was built to county standards and accepted by the county : deciding to pave all subdivision roads and not paving mine would have put me at a strong market disadvantage, therefore I gave permission to pave it. I strongly feel that by paving my first subdivision at no expense to me and paving my second subdivision at an expense to me is a contradiction of my development agreements . How many other subdivisions were paved at no cost to the developer .

I therefore ask council to wave this expense (58,033.07) and penalties for paving.

Yours Truly Dvídvně Ternavoy

Plan 0728357, Lac Sante





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# **Issue Summary Report**

### 7.17. ROAD CONSTRUCTION EASEMENTS

#20131112006

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Easements for road construction purposes. Backsloping and County to fence or pay compensation for fencing.

All are standards easements.

#### Twp Rd 583, N of 14-58-8-W4, 1/2 Mile

NE 14-58-8-W4	Lyle & Lillian Elliot
PNE 14-58-8-W4	Cody & Jennifer Kurek
PNW 14-58-8-W4	Justin Corbiere
PSW 14-58-8-W4	Cody & Jennifer Kurek
SE 23-58-8-W4	Gerald & Eileen Dutkiewicz

#### Recommendation

Motion to approve the easements for road construction purposes.

#### **Additional Information**



County of St Paul No 19 5015 - 49 Avenue, St. Paul, AB TOA 3A4

www.county.stpaul.ab.ca

# **Issue Summary Report**

### 7.18. ROAD CANCELLATION - ROAD PLAN 4085NY IN NE 11-57-9-W4 #20131113008

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Road Plan 4085NY in NE 11-57-9-W4 is being presented to Council for cancellation as a new road was built many years ago and the landowners at the time would not agree to this road plan being cancelled. The new landowners are in agreement to cancel this road plan and also agree with it being added to the subdivision. The owner of the subdivision requires the road allowance in order to have adequate setbacks to construct a shop.

Section 24 of the M.G.A. allows Council to close and cancel any part of a road described in a surveyed road plan if it is no longer required for use by the travelling public owing to the existence of an alternate route.

#### Recommendation

Motion to approve the resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations:

All that portion of Road Plan 4085NY in NE 11-57-9-W4. Excepting thereout all mines and minerals.

Cancelled portions to be consolidated with respective titles.

#### Additional Information

### Appendix 1 for 7.18.: Road Closure 4085NY



County of St. Paul No. 19

November 19, 2013

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

**THEREFORE,** be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

#### All that portion of Road Plan 4085NY in NE 11-57-9-W4 Excepting thereout all mines and minerals

Cancelled portion to be consolidated with respective title.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_.

MINISTER OF TRANSPORTATION

Approval valid for \_\_\_\_\_ months

5015 - 49 Ave., St. Paul, AB T0A 3A4 Phone 780-645-3301 Fax 780-645-3104 Email Address: countysp@county.stpaul.ab.ca Website: www.county.stpaul.ab.ca



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# **Issue Summary Report**

### 7.19. BYLAW NO. 2013-09 - ROAD CLOSURE

#20131113005

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

A Public Hearing was held in May 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. This lane is in the midst of the lots owned by St. Arnault Lumber and they want to purchase it at market value and consolidated it with their lots at no cost to the County.

There was no opposition at the Public Hearing and the Bylaw has now been signed by the Minister of Transportation.

#### Recommendation

Motion to give second reading to Bylaw No. 2013-09.

Motion to give third reading to Bylaw No. 2013-09.

#### **Additional Information**

## Appendix 1 for 7.19.: Bylaw No. 2013-09

#### COUNTY OF ST. PAUL NO. 19

#### BY-LAW NO. 2013-09

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta for the purpose of closing public travel and disposing of portions of a public highway in accordance with Section 22 of the Municipal Government Act, Chapter M26.1, Revised Statutes Of Alberta 2000, as amended.

WHEREAS the lands hereafter described are no longer required for public travel, and

WHEREAS application has been made to Council to have the highway closed, and

**WHEREAS** the Council of the County of St. Paul No. 19 deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads, or portions thereof, situated in the said municipality, and therefore disposing of same, and

WHEREAS notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act, and

WHEREAS Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw

**NOW THEREFORE BE IT RESOLVED** that the Council of the County of St. Paul No. 19 in the Province of Alberta does hereby close to public travel for the purpose disposing of the following, subject to rights of access granted by other legislation:

All that portion of Lane lying within Block 3, Plan 1005EO adjacent to Lots 1, 2, 3, 4, 5, 6, 7, Block 3, Plan 1005EO, located in Pt. SE 25-60-10-W4M

#### EXCEPTING THEREOUT ALL MINES AND MINERALS

Received first reading this <u>9</u><sup>th</sup>day of <u>April</u> Reeve Chief Administrative Officer

APPROVED this 3 day of <u>September</u>, 2013.

Minister of Transportation

Received second reading this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Received third reading this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Reeve

Chief Administrative Officer

## Appendix 2 for 7.19.: Map of Road Closure for Mallaig





County of St Paul No 19 5015 - 49 Avenue, St. Paul, AB TOA 3A4

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# **Issue Summary Report**

### 7.20. BYLAW NO. 2013-45 - AMEND LUB - REZONE PSW 25-57-7-W4 #20131109001

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

This agenda item refers to the same property as the 10:30 public hearing, where the zoning of the property was reverted back to Agricultural as the original proposal was not large enough to build a shop. The landowner is now requesting to rezone a square piece of property to Industrial/Commercial which will give him adequate room to build a shop.

Bylaw No. 2013-45 is being presented to Council to amend Land Use Bylaw No. 2013-11 as it relates to rezoning PSW 25-57-7-W4 from Agricultural to Industrial/Commercial. After first reading, the Bylaw must be advertised according to Section 606 of the M.G.A. and a public hearing held according to section 230 of the M.G.A.

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

#### Recommendation

Motion to give first reading to bylaw No. 2013-45, to amend Land Use Bylaw No. 2013-11, as it relates to rezoning PSW 25-57-7-W4 from Agricultural to Industrial/Commercial.

#### Additional Information

Ap	pe	ndix 1 for 7.20.: Rezoning Application
<u>C</u> (	οι	INTY OF ST. PAUL REZONING APPLICATION
Ma Tel Reţ Ma	iling eph giste iling	of Applicant: <u>Rochywski Inwo Scienceds I TH</u> Email: <u>albert &amp; rachymski: com</u> Address: <u>Box 1981, S. Tour, 1985, Top 340</u> one (Home): <u>The 645-5769</u> (Business): <u>The 645-3393</u> (Fax): <u>The 645-3260</u> red Owner (if not applicant): <u>BRADORAH Hows was Into</u> Address: <u>Box 1029, ELK Point, A13 Top 140</u> one (Home): <u>The 614-3795</u> (Business): <u>(Fax): (Fax)</u>
1.	LEC	GAL DESCRIPTION OF LAND TO BE SUBDIVIDED:
	a)	All / part of the <u>Sav % 25</u> section <u>57</u> township 7 range W4M
	b)	Being all / parts of Lot Block Registered Plan
	c)	Total area of the above parcel of land to be rezoned is $10$ acres $4.05$ (hectares)
2.	zo	NING INFORMATION:
	a)	Current Zoning as per the Land Use Bylaw 2013-11:
	b)	Desired Zoning as per the Land Use Bylaw 2013-11: INVERSTRIKE COMMERCIES
	c)	Proposed use as per the Land Use Bylaw 2013-11:
	d)	Proposed use as per the Land Use Bylaw 2013-11: <u>INDUSTRING</u> (OMMERCINE)
	e)	Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan?
·	f)	Information in support of the rezoning:
	•,	OWNER WISHES TO BUILD SHOP.

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construction and and and the community

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3.	LOC	CATION OF LAND TO BE REZONED:		
	a)	Is the land situated immediately adjacent to the municipal boundary?	Yes	No
		If "yes", the adjoining municipality is		
	b)	Is the land situated within 0.8 kilometres of the right-of-way of a highway?	Yes	No <u>t</u>
		If "yes" the highway is No.		
	c)	Does the proposed parcel contain or is it bounded by a river, stream, lake or boo drainage ditch?		,
		If "yes", state its name	Yes	NO
	d}	Are there any oil/gas wells on or within 100 metres of the subject property(s)?	Yes	_No
	e)	Is the proposed parcel within 1.5 kilometres of a sour gas facility?	Yes	No
		i) Is the sour gas facility active, abandoned, or currently being reclaimed?		
	g)	Is there an abandoned oil or gas well or pipeline on the property?	Yes	No _/
	*Fc	or a listing of EUB wells in a specific area, contact the Information Services Grou	p at the EUB (403	s) 297-8190.
	h)	Is the proposed parcel within 1.5 km of a Confined Feeding Operation?	Yes	No
	ii)	Does the proposed parcel contain a slope greater than 15%	Yes	No
4.	PH	YSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:		
	a)	Describe the nature of the topography of the land (flat, rolling, steep, mixed) _	Fart	
		Describe the nature of the vegetation & water on the land (brush, shrubs, tree s		reeks, etc.)
		TREE STANOS		
5.	w/	ATER SERVICES:		
	a)	Existing Source of Water:		
	b)	<ul> <li>Proposed water source (if not rezoning parcel in its entirety).</li> <li>Proposed water supply to new lots by a licensed (surface)water distribution</li> <li>Proposed water supply to new lots by cistern and hauling;</li> <li>Proposed water supply to new lots by individual water wells.</li> </ul>	ı system;	
		·		

#### 6. SEWER SERVICES:

An existing sewage system must comply with the above setbacks (existing and/or proposed).

	Property Line	Water Source	Building	Septic Tank	Basement	Water Course
Holding Tanks	1 metre	10 metres	1 metre			10 metres
Treatment Mound	3 metres	15 metres	10 metres	3 metres	10 metres	15 metres
Field System	1.5 metres	15 metres	10 metres	5 metres	10 metres	15 metres
Open Discharge	90 metres	50 metres	45 metres			45 metres
Lagoons	30 metres	100 metres	45 metres			90 metres
Packaged Sewage Treatment Plants	6 metres	10 metres	1 metre			10 metres

The personal information provided will be used to process the Subdivision Application is collected under the authority of Section 642 of the Municipal Government Act. Personal information you provide may be made public pursuant to the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act, including Section 39 through 42 therein. If you have any questions about the collection and use of this information, please contact the FOIP Coordinator of the County of St. Paul at 780.645.3301.

REGISTERED OWNER OR PERSON ACTING ON BEHALF:

l, \_

I am the registered owner; or

I am authorized to act on behalf of the registered owner

and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for rezoning.

Agent Signature

attor 2 2013

Date

\_\_\_\_\_hereby certify that (check one):

**Owner Signature** 

Date

**Owner Signature** 

Date





#### BY-LAW NO. 2013-45

A By-law of the County of St. Paul No. 19 in the Province of Alberta to amend the Land Use Bylaw No. 2013-11

**WHEREAS,** it is deemed expedient to amend the Land Use Bylaw of St. Paul and County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

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

1. Bylaw No. 2013-11 is hereby amended as follows:

Agricultural to Industrial/Commercial

C: OF T. 062 207 277 BLOT 1 S.W.1/4 SEC.25, TWP.57, RGE.7, W.4 MER. 201.17 BLOCK 1 10.00 Ac. 4.05 Hc. ROAD ALLOWANCE

FOR: PSW 25-57-7-W4

FROM:

Read a first time in Council this 19<sup>th</sup> day of November, A.D. 2013.

Advertised the 2013 in the St. Pau	day of ul Journal.	, A.D. 2013, a	and the	day	, A.D.
Read a second tim	e in Council this	day of	, A.	D. 2013.	
Read a third time a	and duly passed in	Council this	day of	, A.D. 2013	5.

Chief Administrative Officer



# County of St Paul No 19 5015 - 49 Avenue, St. Paul, AB TOA 3A4

www.county.stpaul.ab.ca

#20131113001

# **Issue Summary Report**

### 7.21. LEASE NE 2-62-12-W4

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

The deadline passed for the lessee to construct the fence on NE 2-62-12-W4 as per the lease agreement, and the fencing has not been completed. Following the September Council meeting, administration sent a letter to the lessee stating that because they did not comply with the conditions in the lease regarding fencing, the lease would be cancelled effective October 15, 2013. The lessee advised administration that he already had some brushing done on the lease land and would like Council to reconsider their decision to terminate the lease or compensate him for the work. The letter requesting compensation is attached. Dennis checked on the brushing and took pictures where the fenceline was brushed. As you can see in the attached pictures, the brushing does not appear to be new brushing.

The lease has been ready for the new lessee to sign, however after receiving the request for compensation administration decided not to proceed with having the new lessee sign it. We are looking for direction from Council on the request for compensation before we proceed with the new lease.

#### Recommendation

Motion to approve the lease for the NE 2-62-12-W4 with Allan & Shirley Tkachyk.

Council to decide if they will compensate the Dwayne and Sherill Bull for brushing.

#### Additional Information

September 11, 2013

Dwayne & Sherrill Bull Box 259 Goodfish Lake, AB TOA 1R0

#### Re: Lease of NE2-62-12-W4

This will confirm that Council at their meeting of September 10, 2013 resolved to cancel the lease entered into with you for the above named property. As per Section 3(b) of the lease agreement, if the lease is cancelled the Lessee agrees to give up the quiet and peaceful possession of the said Lands... Please be notified that the lease will be cancelled effective October 15, 2013.

Council considered that the requirement to build a fence within 60 days of signing the lease was not fulfilled.

If you have any questions or concerns, please do not hesitate to contact me at (780) 645-3301 ext. 208.

Sincerely,

Sheila Kitz, CLGM Chief Administrative Officer October 15, 2013

St. Paul County Council

In response to your letter dated September 11, 2013, we are still interested in leasing "Lease NE-2-62-12-W4" but need a sufficient time period to complete the fencing requirements.

We would like council to reconsider their above mentioned decision for the following reasons: We feel we were not given a sufficient amount of time to be able to brush and erect a fence with our existing day to day time requirements; as we both work full time, own a business, and farm. We also spent a portion of our spring and summer in the United States on business stock contracting. We brushed a portion of this quarter section already. But, on the north end, the Cat brushed the wrong side of the fenceline. We were not allowed access to that side of the fenceline to fence. The Cat was scheduled to return to complete brushing this winter. Two sides of the fenceline are complete. We have already arranged for "Fenceline Fencing" out of Athabasca to come in the spring to complete the other two sides.

Furthermore, Dwayne would like the opportunity to come to the next council meeting to be held on November 19, 2013 to address any questions or concerns regarding this request.

If the decision to terminate the lease is upheld, then we would like to be compensated for the amount spent on the brushing that has already been completed. A receipt of this expenditure has been attached.

Sincerely yours,

Dwayne and Sherrill Bull

















5015 ~ 49 Avenue, St. Paul, AB TOA 3A4 <u>www.county.stpaul.ab.ca</u>

# **Issue Summary Report**

### 7.22. DECEMBER PUBLIC WORKS MEETING

#20131107012

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

The date of the regular scheduled Public Works Meeting falls on December 24th.

Section 193(3) of the M.G.A. states that Council may change the date of a regularly schedule meeting as long as they provide 24 hours notice to any Councillors not present at the meeting at which the change was made and to the public.

#### Recommendation

Council to decide if they want to cancel the December Public Works Meeting as per section 193(3) of the M.G.A. or reschedule it to another date.

#### **Additional Information**



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# **Issue Summary Report**

### 7.23. CHRISTMAS HOURS

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Background

Further to Policy Per-30, Statutory and Other Declared Holidays, December 25th to 27th have been designated as Christmas holidays for 2013. The office will also be closed on January 1.

#### Recommendation

Motion to file as information.

#### **Additional Information**

Originated By : pcorbiere

#20131112005

### Appendix 1 for 7.23.: Policy

## COUNTY OF ST. PAUL #19

**Policy Number** 

**PER-30** 

Title

Statutory and Other Declared Holidays

Page 1 of 1

### **Date Approved**

April 11, 2006

### Policy

In addition to annual vacations, the County recognizes the following as paid statutory and holidays for permanent salaried staff:

- 1) Statutory
  - New Years Day
  - Family Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day

In the event that a statutory holiday(s) except Remembrance Day, falls on a normal rest day or days, then the following normal work day or days shall be deemed the statutory holiday.

2) Other Declared

The County reserves the right to observe: Easter Monday .

- 3) Christmas Floater, when required, at Christmas time to give employees four consecutive days off.
- 4) Any Management Staff who are required to work on a statutory Holiday shall be entitled to a day in lieu.

	Date
Approved by Council	September 14, 2010
Amended	
Amended	



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# **Issue Summary Report**

### 7.24. IN CAMERA ITEMS

Meeting: November 19, 2013

#20131113009

Meeting Date : 2013/11/19 10:00

### Background

Items to be presented at the meeting.

#### Recommendation

Motion to go in camera to discuss land and legal issues.

#### **Additional Information**



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# **Issue Summary Report**

### 9.1. CAO REPORT

Meeting : November 19, 2013

#20131107001

Meeting Date : 2013/11/19 10:00

#### **Additional Information**

Originated By : skitz



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# **Issue Summary Report**

### 9.2. REPORTS

Meeting: November 19, 2013

#20131107002

Meeting Date : 2013/11/19 10:00

#### **Additional Information**



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# **Issue Summary Report**

### **11.1. COUNCIL FEES**

Meeting: November 19, 2013

#20131107005

Meeting Date : 2013/11/19 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**

### **11.2. LISTING OF ACCOUNTS PAYABLE**

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

#### Recommendation

Motion to file the listing of Accounts Payable as circulated:

Batch	Cheque Date	Cheque Nos.	Batch Amount

#### **Additional Information**

Originated By : pcorbiere

#20131107004



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#20131107003

# **Issue Summary Report**

**11.3. BUDGET TO ACTUAL** 

Meeting : November 19, 2013

Meeting Date : 2013/11/19 10:00

**Executive Summary** 

Recommendation

Motion to approve the budget to actual as of October 31, 2013.

**Additional Information** 

Originated By : skitz