



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

August 12, 2014

Tuesday, August 12, 2014

Start time 10:00 AM

AGENDA

1. **CALL TO ORDER**
2. **MINUTES**
 - 2.1 **JULY 15, 2014 (2014/07/15)**
3. **BANK RECONCILIATION**
4. **ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA**
5. **BUSINESS ARISING FROM MINUTES**
 - 5.1. **REQUEST TO LEASE N 1/2 SW 34-58-11-W4**
 - 5.2. **QUOTE FOR MIXING COLD MIX USING SALES OIL**
 - 5.3. **REQUEST FOR PROCEEDS FROM RODEO SUPPER**
 - 5.4. **REQUEST TO PURCHASE/LEASE MR AT FLOATINGSTONE**
 - 5.5. **RESOLUTION CALLING FOR CHANGES TO WASTE CONTROL REGULATION**
6. **DELEGATION**
 - 6.1. **10:30 A.M. - PUBLIC HEARING - BYLAW NO. 2014-12 - AMEND LUB REZONE PSW 7-58-8-W4**
 - 6.2. **11:00 A.M. - PUBLIC HEARING - BYLAW NO. 2014-10 - AMEND LUB REZONE LOT 1, PLAN 8121999**
 - 6.3. **11:15 A.M. - PUBLIC HEARING - BYLAW NO. 2014-18 - AMEND LUB - SECTION 7.32**
7. **NEW BUSINESS**
 - 7.1. **UTILITIES BYLAW - 2014-21**
 - 7.2. **FEE SCHEDULE BYLAW - 2014-22**
 - 7.3. **BENEFITS POLICY - PER 4**
 - 7.4. **HAZARD ASSESSMENT POLICY - SAF 35**
 - 7.5. **INSPECTION POLICY - SAF 39**
 - 7.6. **RESERVE LANDS MANAGEMENT POLICY - DEV 93**
 - 7.7. **UNDEVELOPED ROAD ALLOWANCE MANAGEMENT POLICY - DEV 103**
 - 7.8. **PHYSICIAN RELOCATION ALLOWANCE POLICY - ADM 104**

- 7.9. **EMPLOYEE ASSISTANCE COVERAGE FOR VOLUNTEER FIRE FIGHTERS**
- 7.10. **WESTCOVE KENNELS - CONTRACT FOR BOARDING STRAY DOGS**
- 7.11. **LETTER OF SUPPORT - ST. PAUL & DISTRICT ARTS FOUNDATION**
- 7.12. **ELK POINT HANDIBUS GARAGE INCREASED COST**
- 7.13. **BYLAW NO. 2014-20 - AMEND LUB - REZONE NW 31-56-6-W4, LOT B, PLAN 8322712**
- 7.14. **ROAD CANCELLATION - PLAN 540CL IN NW 18-55-8-W4**
- 7.15. **ROAD CANCELLATION - PLAN 3534BM IN NE & NW 18-55-8-W4**
- 7.16. **ROAD CANCELLATION - PLAN 3207ET IN SE 32-58-9-W4 AND SW 33-58-9-W4**
- 7.17. **REQUEST TO NAME SUBDIVISION AT FLOATINGSTONE**
- 7.18. **WATER DISTRIBUTIONS LINES - BUILDING CANADA GRANT**
- 7.19. **APPROVAL OF SIESMIC ACTIVITY ON COUNTY OWNED LAND**
- 7.20. **NATURAL GAS LINE TO CROSS ROAD IN HAMLET OF OWLSEYE**
- 7.21. **ABANDONED OR ORPHANED WELLS**
- 8. **CORRESPONDENCE**
- 9. **REPORTS**
 - 9.1. **CAO REPORT**
- 10. **UPCOMING MEETINGS**
- 11. **FINANCIAL**
 - 11.1. **LISTING OF ACCOUNTS PAYABLE**
 - 11.2. **COUNCIL FEES**
 - 11.3. **BUDGET TO ACTUAL**
- 12. **ADJOURNMENT**



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

July 15, 2014

Start time : 10:00 AM

MINUTES

CALL TO ORDER

The 631st meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:00 a.m., Tuesday, July 15, 2014 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 Laurent Amyotte	Division 6
Sheila Kitz	CAO
Tim Mahdiuk	Assistant CAO
Phyllis Corbiere	Executive Assistant
Leo deMoissac	Public Works Superintendent
Kyle Attanasio	Municipal Intern
Ryan McKakeran	St. Paul Journal

MINUTES

Resolution #CM20140715.1001

Moved By: Councillor Cliff Martin

Motion to approve minutes of the June 19, 2014 Council Meeting as presented.

CARRIED

**BANK
RECONCILIATION**

Resolution #CM20140715.1002

Moved By: Councillor Dwight Dach

Motion to adopt the Bank Reconciliation for the month of June 30, 2014.

CARRIED

**ADDITIONS TO
AGENDA AND
ACCEPTANCE
OF AGENDA**

The following additions were made to the agenda:

- 7.25 PC Candidates Forum - August 7th
- 7.26 Resolution re Waste Management Regulation
- 7.27 Request to Cancel Tax Penalties
- 7.28 Bylaw No. 2014-19 - Licence Road Allowance Between Nw 13 & NE 14-56-6-W4
- 7.29 Request from Heinsburg Community Club
- 7.30 Request for Proceeds from Rodeo Supper
- 7.31 Request from Minister Don Scott

Resolution #CM20140715.1003

Moved By: Councillor Laurent Amyotte

Motion to adopt the agenda for the Regular Meeting of Council for July 15, 2014 with the above noted additions.

CARRIED

**OLD LANDFILL
GROUND WATER**

Resolution #CM20140715.1004

Moved By: Councillor Laurent Amyotte

Motion to pay the Town of St. Paul \$5,257.96 for Ground Water Monitoring

MONITORING - TOWN OF ST. PAUL	fees dated back to April, 2008, which is a requirement of Alberta Environment for the Modified Sanitary landfill located in NE 21-57-9-W4 and to include an annual payment of approx. \$1,300 in future budgets.	CARRIED
BYLAW NO. 2014-18 - AMEND LUB - SECTION 7.32	Resolution #CM20140715.1005 Moved By: Councillor Dwight Dach Motion to give first reading to Bylaw No. 2014-18, which is a Bylaw to amend Section 7.32(1)(a) of Land Use Bylaw No. 2013-50 to include a provision to accommodate a 30 acre subdivision in the W 1/2 SW 16-58-7-W4.	CARRIED
BYLAW NO. 2014-09 AMEND LUB REZONE PNE 34-56-11-W4	Resolution #CM20140715.1006 Moved By: Councillor Maxine Fodness Motion to table second and third readings to Bylaw 2014-09 until after the 11:30 a.m. Public Hearing regarding an amendment to the Lac Sante Area Structure Plan.	CARRIED
2014 STRATEGIC PLAN UPDATE - 2ND QUARTER Originated By: skitz	Resolution #CM20140715.1007 Moved By: Councillor Cliff Martin Motion to accept the 2nd Quarter of the 2014 Strategic Plan as information.	CARRIED
DONATIONS AS PER POLICY PER-14	Resolution #CM20140715.1008 Moved By: Councillor Glen Ockerman Motion to file the list of pins/promotional items donated to individuals, teams and various organizations as per Policy Per-14.	CARRIED
2014 ARMAA CONFERENCE - SEPTEMBER 3-5	Resolution #CM20140715.1009 Moved By: Councillor Dwight Dach Motion to approve Kyle Attanasio to attend the ARMAA Conference in Drumheller from September 3-5, 2014.	CARRIED
ALBERTA RECYCLING CONFERENCE - SEPT 3-5	Resolution #CM20140715.1010 Moved By: Councillor Frank Sloan Motion to approve Dennis Bergheim to attend the Alberta C.A.R.E. Conference from September 3-5, 2014 in Lac La Biche.	CARRIED
ICMA CONFERENCE - SEPTEMBER 13-17	Resolution #CM20140715.1011 Moved By: Councillor Dwight Dach Motion to approve Kyle Attanasio to attend the 100th International City/County Management Association Annual Conference in Charlotte, North Carolina from September 13-17, 2014.	CARRIED
FUNDING REQUEST - CANADA SENIOR GAMES	Resolution #CM20140715.1012 Moved By: Councillor Cliff Martin Motion to donate \$200 to Daisy Fraser to help offset costs of representing Alberta at the Canada Senior Games from August 26-29 in Sherwood Park.	CARRIED
LETTER OF SUPPORT - ST. PAUL & DISTRICT ARTS FOUNDATION	Resolution #CM20140715.1013 Moved By: Councillor Maxine Fodness Motion to provide the St. Paul and District Arts Foundation with a letter of support in principle to accompany their CIP grant application for funding to renovate their building.	CARRIED

**FAMILY SCHOOL
LIAISON
WORKER GRANT
APPLICATION**

Resolution #CM20140715.1014

Moved By: Councillor Cliff Martin

Motion to approve the application from the St. Paul Education Regional Division No. 1 for \$30,000 for the Family School Liaison Worker Program (FSLW) for the 2014-15 school year.

CARRIED

**ST. PAUL &
DISTRICT
AMBULANCE
SOCIETY**

Resolution #CM20140715.1015

Moved By: Councillor Glen Ockerman

That the County of St. Paul purchase two ambulances from Smyl Motors on behalf of the St. Paul & District Ambulance Society in order to get the best pricing.

CARRIED

Resolution #CM20140715.1016

Moved By: Councillor Maxine Fodness

That the County of St. Paul sell the two ambulances to Element Financial Corporation for the purchase price, and the St. Paul & District Ambulance Society will lease the ambulances from Element Financial on a monthly basis.

CARRIED

**BYLAW NO.
2014-16 - LOAN
GUARANTEE ON
BEHALF OF ST.
PAUL &
DISTRICT
AMBULANCE**

Resolution #CM20140715.1017

Moved By: Councillor Cliff Martin

Motion to give first reading to Bylaw No. 2014-16, which is a bylaw to guarantee a \$300,000 line of credit with ATB Financial on behalf of the St. Paul & District Ambulance Society, for the financial year commencing January 1, 2014.

CARRIED

Resolution #CM20140715.1018

Moved By: Councillor Dwight Dach

Motion to give second reading to Bylaw No. 2014-16.

CARRIED

Resolution #CM20140715.1019

Moved By: Councillor Laurent Amyotte

Motion to present Bylaw No. 2014-16 at this meeting for third reading.

CARRIED UNANIMOUSLY

Resolution #CM20140715.1020

Moved By: Councillor Frank Sloan

Motion to give third and final reading to Bylaw No. 2014-16.

CARRIED

**BYLAW NO.
2014-17 - LOAN
GUARANTEE ON
BEHALF OF THE
ELK POINT
REGIONAL
ALLIED ARTS**

Resolution #CM20140715.1021

Moved By: Councillor Dwight Dach

Motion to give first reading to Bylaw No. 2014-17, which is a bylaw to guarantee 50% of the \$300,000 line of credit with Servus Credit Union on behalf of the Elk Point Regional Allied Arts Society.

CARRIED

Resolution #CM20140715.1022

Moved By: Councillor Cliff Martin

Motion to give second reading to Bylaw No. 2014-17.

CARRIED

Resolution #CM20140715.1023

Moved By: Councillor Maxine Fodness

Motion to present Bylaw No. 2014-17 at this meeting for third reading.

CARRIED UNANIMOUSLY

Resolution #CM20140715.1024

Moved By: Councillor Glen Ockerman

Motion to give third and final reading to Bylaw No. 2014-17.

CARRIED

**WRITE OFF TAX
ARREARS ON
HANGAR**

Resolution #CM20140715.1025

Moved By: Councillor Maxine Fodness

Motion to write off the tax arrears on SE 11-58-10-W4, Block 1, Plan 5633RS Lot D&E as they are deemed to be uncollectible and to invoice the

St. Paul Airport Committee \$805.42 equaling the municipal portion of the tax write-off so that the expense can be shared equally by the two municipalities as per clause 1 the St. Paul Airport Operating Agreement.

CARRIED

**USE OF
FLOATINGSTONE
CAMPGROUND
FOR ID VIP TEAM
GROUP
WEEKEND**

Resolution #CM20140715.1026

Moved By: Councillor Glen Ockerman

Motion to approve the use of the Floatingstone campground for ID VIP for their Harvest Moon musician event from September 5-7 at no cost, and if the County hosts an event in the future they will play at no charge.

CARRIED

**10:30 A.M. -
OPEN BIDS ON
ADVERTISED
PROPERTIES**

Resolution #CM20140715.1027

Moved By: Councillor Laurent Amyotte

Motion to remove Lot 1, Plan 0022983 in SE 20-62-10-W4 from the list of properties for sale, as per section 415(3) of the M.G.A., as the landowner paid the outstanding property taxes.

CARRIED

The following bids were opened in the presence of Council:

SW 8-57-7-W4 - Armistice Hall

Victor Jean	\$ 9,000
Gordon Kuhn	\$ 8,600
Garry Pollom	\$ 6,000
Erik Dresen & David Horrock	\$18,500
Coral Kratchmer	\$ 6,595

Lot 19, Block 1, Plan 1379CL - Ashmont

Marshall Krawchuk	\$ 3,800
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Resolution #CM20140715.1028

Moved By: Councillor Cliff Martin

Motion to accept the bid of \$18,500 from Erik Dresen and David Horrock for PSW 8-57-7-W4 (Armistice Hall).

CARRIED

Resolution #CM20140715.1029

Moved By: Councillor Frank Sloan

Motion to deny the bid of \$3,800 on Lot 19, Block 1, Plan 1379CL, as it is too low compared to the market value.

CARRIED

**REC LEASE 129
ON STONEY
LAKE**

Resolution #CM20140715.1030

Moved By: Councillor Dwight Dach

Motion to renew Recreation Lease No. 129 with Sustainable Resources, for 16.88 acres in NE 23-56-8-W4 on the south side of Stoney Lake.

CARRIED

**LAND LEASE -
CANADIAN
SUNDAY
SCHOOL
MISSION**

Resolution #CM20140715.1031

Moved By: Councillor Glen Ockerman

Motion to approve the annual land lease with the Canadian Sunday School Mission for PNE 9-56-4-W4 from June 25 to August 10, 2014.

CARRIED

**REQUEST TO
LEASE N 1/2 SW
34-58-11-W4**

Resolution #CM20140715.1032

Moved By: Councillor Maxine Fodness

Motion that administration send a letter to the three adjacent landowners to see if they are interested in leasing the N 1/2 of SW 34-58-11-W4 with the understanding that this is an old landfill site and the County will not be liable in any way, that fencing must be done as per County standards as set out in the lease agreement, and if there is more than one landowner interested, a name will be drawn from a hat to determine who the property will be leased to.

CARRIED

ALTA GAS - PROPOSED ROUTE	Resolution #CM20140715.1033 Moved By: Councillor Frank Sloan Motion to authorize AltaGas to install a line through Lot 20MR, Block 1, Plan 8120303 to connect to the residence on Lot 1, Block 1, Plan 0123860 in NW 7-60-10-W4.	CARRIED
NEW HOME WARRANTY	Resolution #CM20140715.1034 Moved By: Councillor Cliff Martin Motion that administration send a letter to the Minister of Municipal Affairs outlining the County's concerns with the New Home Warranty Program and that this item be added to the AADM&C September Zone Agenda for discussion purposes.	CARRIED
BYLAW NO. 2014-15 - AMEND LUB - REZONE NW 31-56-6-W4	Resolution #CM20140715.1035 Moved By: Councillor Dwight Dach Motion to give first reading to Bylaw No. 2014-15, as it relates to rezoning Lot 1A, Plan 9020405 in NW 31-56-6-W4 from Agricultural to Industrial Commercial.	CARRIED
11:00 A.M. - DARREN BANNINK - LOT 6, BLOCK 3, PLAN 1209TR	<p>Darren Bannink was admitted to the Council Room at 11:00 a.m. to request that Council reconsider their decision not to sell Lot 6R, Block 3, Plan 1209TR, which is adjacent to his property. He currently cuts the grass and maintains the property along with his property. Council discussed options of leasing or selling the property and whether or not the lessee can develop the MR if it is only leased.</p> <p>Mr. Bannink also requested why he was issued a clean up notice to remove the soil and the lumber on the reserve land. He stated that the soil and lumber was temporarily on the reserve land and has been removed since he received the notice.</p> <p>Following his presentation, Mr. Bannink left the Council Room at 11:25 a.m.</p> <p>Resolution #CM20140715.1036 Moved By: Councillor Frank Sloan Motion to table the request from Mr. Bannink to purchase the Municipal Reserve pending more information on permitted uses and development on MR property.</p>	CARRIED
REQUEST TO USE BAY IN MALLAIG FIRE HALL	Resolution #CM20140715.1037 Moved By: Councillor Frank Sloan Motion that the Mallaig & District Ag Society be approved to temporarily store picnic tables in one bay of the old Mallaig Fire Hall, however if the bay is required for County use they will receive up to 30 days notice to remove the tables and Council will discuss further the long term plans for the fire hall.	CARRIED
MALLAIG ARENA KEEPER	Resolution #CM20140715.1038 Moved By: Councillor Laurent Amyotte Motion to work with the Mallaig Hockey Board to finding an attendant(s) for their facility who can then be employed by the County during the spring and summer months, giving them full time employment.	CARRIED
11:30 A.M. - PUBLIC HEARING -	Resolution #CM20140715.1039 Moved By: Councillor Cliff Martin Motion to adjourn the meeting and proceed to Public Hearing scheduled for 10:30 a.m. to discuss Bylaw No. 2014-14, which is a Bylaw to amend Section 2.2(a) of Bylaw No. 1542, Lac Sante Area Structure Plan.	

**BYLAW NO.
2014-14 - AMEND
LAC SANTE ASP**

CARRIED

Reeve Upham declared the public hearing open at 11:35 a.m.

Krystle Fedoretz, Planning and Development, informed Council that the public hearing was advertised according to Section 606 of the M.G.A. and the adjacent landowners were notified via letterpost.

Krystle Fedoretz then informed Council that the purpose of the Public Hearing is to amend Section 2.2(2) of the Lac Sante Area Structure Plan, Bylaw No. 1542 to allow an application to re-district NE 34-56-11-W4 for Country Residential development without a re-districting amendment to the Area Structure Plan provided only one additional lot is removed from the quarter section.

There was no one present to speak in opposition to or in favor of proposed Bylaw No. 2014-14 and there were no written submissions.

Reeve Upham declared the public hearing closed at 11:37 a.m.

Resolution #CM20140715.1040

Moved By: Councillor Maxine Fodness

Motion to give second reading to Bylaw No. 2014-14, which is a bylaw to amend Section 2.2.2 of Bylaw No. 1542, Lac Sante Area Structure Plan.

CARRIED

Resolution #CM20140715.1041

Moved By: Councillor Cliff Martin

Motion to give third reading to Bylaw No. 2014-14.

CARRIED

**BYLAW NO.
2014-09 AMEND
LUB REZONE
PNE 34-56-11-W4**

Resolution #CM20140715.1042

Moved By: Councillor Dwight Dach

Motion to give second reading to Bylaw 2014-09 to amend Land Use Bylaw 2013-50 as it relates to rezoning PNE 34-56-11-W4 from Agriculture to Country Residential One (CR1).

CARRIED

Resolution #CM20140715.1043

Moved By: Councillor Maxine Fodness

Motion to give third reading to Bylaw 2014-09.

CARRIED

**BRUSHING 500
METRES ALONG
RANGE ROAD 90**

Resolution #CM20140715.1044

Moved By: Councillor Cliff Martin

Motion to approve 500 metres of brushing along Range Road 90 for the 2014 construction season.

CARRIED

**TERVITA LAND
REQUEST**

Resolution #CM20140715.1045

Moved By: Councillor Glen Ockerman

To table the request from Tervita for permission to acquire use of land within the County of St. Paul until administration can meet with Terivta to resolve their current negotiations.

CARRIED

**QUOTE FOR
MIXING COLD
MIX USING
SALES OIL**

Resolution #CM20140715.1046

Moved By: Councillor Dwight Dach

Motion to table this item until later during the meeting.

CARRIED

**PC CANDIDATES
FORUM -
AUGUST 7TH IN
NISKU**

Resolution #CM20140715.1047

Moved By: Councillor Maxine Fodness

Motion to file the invitation to the AAMD&C's Premier Candidates Forum.

CARRIED

RESOLUTION RE

Resolution #CM20140715.1048

**WASTE
MANAGEMENT
REGULATION**

Moved By: Councillor Maxine Fodness

That Administration draft a resolution to be brought to the AAMDC Zone 5 Meeting requesting the Province to change the limits for both Toluene and Ammonia in the Waste Control Regulation; AR192/1996 to be at the levels reflected in the FINAL REPORT, UPDATING ALBERTA'S HAZARDOUS WASTE REGULATORY FRAMEWORK. A Report Prepared by the Hazardous Waste Technical Committee for the Waste Management Stakeholder Group, November 30, 2006.

CARRIED

**REQUEST TO
CANCEL
PENALTIES**

Resolution #CM20140715.1049

Moved By: Councillor Frank Sloan

Motion to cancel the penalties on the NE 36-56-7-W4 in the amount of \$33.91, as per section 347 of the M.G.A.

CARRIED

Reeve Upham recessed the meeting at 12:00 p.m. and reconvened the meeting at 1:15 p.m. with all members present.

**1:00 P.M -
PUBLIC
HEARING -
BYLAW NO.
2014-13 - AMEND
LUB - REZONE
NW 31-56-6-W4,
LOT 2A, PLAN
9020405**

Resolution #CM20140715.1050

Moved By: Councillor Maxine Fodness

Motion to adjourn the meeting and proceed to Public Hearing scheduled for 1:00 p.m. to discuss Bylaw No. 2014-13, which is a bylaw to amend Land Use Bylaw No. 2013-50 as it relates to rezoning Lot 2A, Plan 9020405 in NW 31-56-6-W4 from Agricultural to Industrial Commercial.

CARRIED

Reeve Upham called the Public Hearing to order at 1:16 p.m.

Krystle Fedoretz, Planning and Development, informed Council that the Public Hearing has been advertised according to Section 606 of the M.G.A. and the adjacent landowner were notified via letterpost.

Krystle Fedoretz then advised Council of the intent of the proposed bylaw is to amend Bylaw No. 2013-50 as it relates to rezoning Lot 2A, Plan 9020404 in NW 31-56-6-W4 from Agricultural to Industrial/Commercial.

Council was informed that the Applicant held a public consultation and there were 9 people in attendance.

There was no one present to speak in opposition to or in favor of proposed Bylaw No. 2014-13 and there were no written submissions.

Resolution #CM20140715.1051

Moved By: Councillor Dwight Dach

Motion to give second reading to Bylaw No. 2014-13, as it relates to rezoning Lot 2A, Plan 9020404 in NW 31-56-6-W4 from Agricultural to Industrial/Commercial.

CARRIED

Resolution #CM20140715.1052

Moved By: Councillor Frank Sloan

Motion to give third reading to Bylaw No. 2014-13.

CARRIED

**BYLAW NO.
2014-19 -
LICENCE ROAD
ALLOWANCE
BETWEEN NW13
& NE 14 56-5-W4**

Resolution #CM20140715.1053

Moved By: Councillor Glen Ockerman

Motion to give first reading to Bylaw No. 2014-19, Licence Agreement for road allowance located between NW 13 and NE 14-56-5-W4.

CARRIED

**REQUEST FROM
HEINSBURG
COMMUNITY
CLUB**

Resolution #CM20140715.1054

Moved By: Councillor Dwight Dach

Motion to approve a \$500 donation for the Heinsburg Community Club to pay for the Kikino Metis Dances to come to Heinsburg as entertainment for the Wild Pink Yonder on August 14, 2014.

CARRIED

REQUEST FOR PROCEEDS FROM RODEO SUPPER	Resolution #CM20140715.1055 Moved By: Councillor Dwight Dach Motion to table this item to the next Council meeting.	CARRIED																												
MINISTER DON SCOTT	Reeve Upham informed Council that Minister Don Scott had requested to have a conversation with him periodically in order to ascertain issues affecting the County of St. Paul. Council indicated to the Reeve that they would like to be made aware of the dates of these conversations in order to have input into the discussion. Reeve Upham agreed to provide Council notice prior to the meeting in order to ensure he is speaking for everyone.																													
QUOTE FOR MIXING COLD MIX USING SALES OIL	Resolution #CM20140715.1056 Moved By: Councillor Maxine Fodness Motion to table a decision on whether or not to allot additional expenditures for coldmix for road repairs in Division 1 and 2 to the July Public Works Meeting.	CARRIED																												
CAO REPORT	Resolution #CM20140715.1057 Moved By: Councillor Maxine Fodness Motion to receive the CAO report as information.	CARRIED																												
LISTING OF ACCOUNTS PAYABLE	Resolution #CM20140715.1058 Moved By: Councillor Cliff Martin Motion to file the listing of Accounts Payable as circulated: <table><tr><td><u>Batch</u></td><td><u>Cheque Date</u></td><td><u>Cheque Nos.</u></td><td><u>Batch Amount</u></td></tr><tr><td>17758</td><td>June 1, 2014</td><td>19962-19963</td><td>\$ 99,460.36</td></tr><tr><td>17772</td><td>June 4, 2014</td><td>19965</td><td>\$ 2,000.00</td></tr><tr><td>17786</td><td>June 10, 2014</td><td>19966-20066</td><td>\$584,115.79</td></tr><tr><td>17790</td><td>June 11, 2014</td><td>20067-20068</td><td>\$165,424.72</td></tr><tr><td>17817</td><td>June 19, 2014</td><td>20069-20129</td><td>\$518,907.37</td></tr><tr><td>17840</td><td>June 26, 2014</td><td>20130-20178</td><td>\$ 90,144.57</td></tr></table>	<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>	17758	June 1, 2014	19962-19963	\$ 99,460.36	17772	June 4, 2014	19965	\$ 2,000.00	17786	June 10, 2014	19966-20066	\$584,115.79	17790	June 11, 2014	20067-20068	\$165,424.72	17817	June 19, 2014	20069-20129	\$518,907.37	17840	June 26, 2014	20130-20178	\$ 90,144.57	CARRIED
<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>																											
17758	June 1, 2014	19962-19963	\$ 99,460.36																											
17772	June 4, 2014	19965	\$ 2,000.00																											
17786	June 10, 2014	19966-20066	\$584,115.79																											
17790	June 11, 2014	20067-20068	\$165,424.72																											
17817	June 19, 2014	20069-20129	\$518,907.37																											
17840	June 26, 2014	20130-20178	\$ 90,144.57																											
COUNCIL FEES	Resolution #CM20140715.1059 Moved By: Councillor Frank Sloan Motion to approve the Council Fees for the Month of June, 2014 as amended.	CARRIED																												
BUDGET TO ACTUAL	Resolution #CM20140715.1060 Moved By: Councillor Cliff Martin Motion to approve the budget to actual as of June, 2014.	CARRIED																												
ADJOURNMENT	Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 2:07 p.m. These minutes approved this 12th day of August, 2014.																													
	<div>Reeve</div> <div>Chief Administrative Officer</div>																													



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

Issue Summary Report

5.1. REQUEST TO LEASE N 1/2 SW 34-58-11-W4

#20140803004

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

At the July Meeting, Council made a motion (after receiving a request from one of the adjacent landowners) to contact all three landowners adjacent to N 1/2 SW 34-58-11-W4 to see if they were interested in leasing it.

A letter was sent to the adjacent landowners advising that the property would be available to lease on a yearly basis. The adjacent landowners were also informed that:

- the property would be leased on an as is where is basis,
- because it is the old Lottie Lake Landfill site, the County will not be held liable in any way,
- the successful lessee will have to ensure that the fence is built to County standards as set out in the lease agreement.

Starosielski Cattle Inc. has replied that he is interested in leasing the property. The other two adjacent landowners did not reply.

Recommendation

Motion to enter into an annual lease agreement with Starosielski Cattle Company for the N 1/2 SW 34-58-11-W4.

Additional Information

Originated By : pcorbiere

Appendix 1 for 5.1.: Revised Lease Agreement

THIS INDENTURE made in duplicate this _____ day of _____ A.D., 200

Between:

THE COUNTY OF ST. PAUL NO. 19

St. Paul, Alberta
(hereinafter called the "Lessor")

- and -

(hereinafter called the "Lessee")

THE LESSOR, pursuant to, by virtue of, and subject to the provision of the Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta, 2000, and amendments thereto, HEREBY LEASES to the Lessee the following lands, namely:

containing ___ acres, more or less, Reserving unto her Majesty, all mines and minerals (the "Lands"), for the space of _____ year(s) commencing the first day of _____, at the yearly rental of _____ Dollars, payable in advance.

THE LESSEE covenants and agrees with the Lessor as follows:

1. That the Lessee will not without written consent or approval of the Lessor assign or sublease any part of the Lands or premises.
2. That the Lessee agrees to utilize the Lands for agricultural purposes only: ___ Grazing Lease for _____ (livestock); ___ Cultivation Lease; ___ Other (Specify) - _____ (Select One)
3. Subject to the Right of First Refusal contained in paragraph 11, that this Lease is granted subject to the right of sale of the Lands by the Lessor or cancellation of the Lease by the Lessor at any time during the term hereby granted, provided:
 - a) if such a sale or cancellation is made before April 1st, notice thereof shall be forthwith given to the Lessee in writing and thereupon this Lease shall be cancelled and be at an end, and the Lessee agrees to surrender this Lease for cancellation and forthwith give up the quiet and peaceful possession of the said Lands to the Lessor or its agents.
 - b) if the Lands are sold or this Lease is cancelled, after April 1st, during the currency of the Lease, and notice thereof be given as aforesaid, then the Lessee agrees to give up the quiet and peaceful possession of the said Lands subject to the right of the Lessee to sow, harvest, thresh, and remove the crop on all seeded land.

- c) that all compensation and payment paid by an oil or gas or exploration or utility company whatever, or similar company, for compensation or payment of or for right of way rights, usage rights, easement rights, damage claims, damages in lieu of crop damage or any other or other similar compensation for payment for claim whatever small belong to the County of St. Paul No. 19 absolutely without recourse or indemnity by the County to the Lessee herein. The Lessor further reserves the right to reduce the number of acres being rented herein to accommodate or complete any agreements with any of the said companies for the above purposes without reduction of the rental herein.
 - d) that the Lessee will indemnify and save harmless the Lessor from and against all actions and claims for damage arising from use of the Lands under this Lease and from any improvements made by him on the Lands.
 - e) shall maintain the Lands in good condition and repair and shall be responsible to control weeds on and control excessive dust from the Lands.
 - f) shall at all times during the continuance of the Term hereby demised, keep, and at the expiry or termination thereof, yield the Lands, in a good and clean condition.
 - g) shall use the Lands for the permitted use and for no other use whatsoever.
 - h) shall construct boundary fences to County standards on the boundaries of the Lands, such standards being 4 1/2 " x 6 foot treated posts, set approximately 14 feet apart with 4 strands of barbed wire, corner posts and braces of 4 1/4" x 7 foot posts, and gate openers. Any fencing that impacts other producers shall be completed to the County's satisfaction within 60 days of the commencement date of the lease or by July 15th of the first year of the lease. If the fencing is not completed by that date, the County will terminate the lease.
4. The Lessee shall have the right from time to time at its own expense to make such changes, additions and improvements (including brushing) to the Lands as the Lessee may think necessary, subject to the following conditions:
- a) The Lessee shall submit to the Lessor a plan for the change, addition or improvement and must receive the Lessor's written consent to carry out the desired work. The consent of the Lessor does not relieve the Lessee of the requirement to obtain the necessary development permit nor does the Lessor, in approving the plan, guarantee or represent that the necessary development permit will be granted; and
 - b) The Lessee shall submit a development application if required under the County of St. Paul No. 19 Land Use Bylaw and must receive the necessary development permit prior to making the change, addition or improvement.
5. The Lessee shall have the right to post the Lands to prohibit trespassing from May 1 to October 31st, however, should an extension be required, prior approval is required from County Council.

6. The Lessee hereby acknowledges that the Lands are comprised of a reclaimed landfill site, and that the Lessee has undertaken whatever investigation or testing that the Lessee believes is necessary prior to entering into this Lease, and has satisfied itself that the Lands are suitable for the permitted use. The Lessee hereby releases the Lessor from any liability arising from this Lease or the Lessee's use of the Lands, and agrees that the Lessor shall not be liable to the Lessee or any party claiming by or through the Lessee for any damage or injury resulting from the Lands or any contamination, refuse or other hazard located on the Lands. The Lessor makes no representation or warranty regarding the Lands or their fitness for the permitted uses, nor that the Lands are free from contaminations, refuse or other hazards.
7. The Lessee shall, at its own expense, provide and maintain in force during the Term hereof comprehensive general public liability insurance (the "Liability Insurance") covering personal and bodily injury, death, and property damage on an occurrence basis with respect to the activities of the Lessee or its employees, invitees, or patrons carried on, in or from the Lands of not less than \$2 MILLION (\$2,000,000.00) or for such greater amount as the Lessor may reasonably require. The Lessee shall, within 30 days of the date of such request, provide to the Lessor a certified copy of the required insurance policy.
8. The Liability Insurance shall:
 - a) name the Lessor as an insured;
 - b) be in a form satisfactory to the Lessor; and
 - c) waive any right to make claims against the Lessor to recover any amounts paid by the insurer.
8. The Lessee shall immediately advise the Lessor, and promptly thereafter by written notice confirm such advice to the Lessor, of any accident to or defect of or any damage or injury which has occurred to or on the Lands, or any part thereof, or howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made to the Lands by the Lessor, except as expressly provided in this Lease.
9. The Lessee does hereby accept this Lease of the Lands, to be held by him as tenant and subject to the conditions, restrictions and covenants implied and set forth above.
10. And the Lessor covenants and agrees with the Lessee as follows:
 - d) The Lessee, so long as not in default under this Lease, shall have quiet enjoyment of the said Lands and premises; and
 - e) The Lessee may, if not in default hereunder, remove all fences, and improvements made or placed by him on the Lands at any time within one (1) month after the expiry, sale or cancellation of the lease as aforesaid. The Lessee shall in such removal do no damage to the Lands or shall promptly make good any damage which may be caused by the removal and restore them to their condition prior to such removal.

11. Provided the Lessee is at all times during the term in good standing under the terms of the Lease, the Lessor grants to the Lessee a first right of refusal to buy (the "ROFR") as follows:
- (a) The ROFR will only apply during the term hereof.
 - (b) If, during the term of the lease the Lessor receives an acceptable written offer from a third party to purchase the Lands, then the Lessor will notify the Lessee in writing, of the terms of such acceptable written offer to purchase. The Lessee shall have seven (7) days from receipt of such written notice to exercise its ROFR, in writing, delivered to the Lessor, to purchase the Lands on the same terms and conditions as are contained in the acceptable written offer to purchase. Should the Lessee not exercise its ROFR within the said seven (7) day period as aforesaid, then the Lessor may proceed with acceptance and closing of the third party offer to purchase. If the third party does not complete the purchase, the Lessee's ROFR shall remain in full force and effect.
 - (c) If the Lessee does not exercise its ROFR and the Lessor proceeds with the closing of the offer accepted, the Lessee's ROFR shall thereafter be void.
12. The addresses to which notice may be given by one party to another as required or provided for in this lease are:
- (a) The Lesser at: 5015 – 49 Avenue, St. Paul, AB T0A 3A4
 - (b) The Lessee at:

THE LEASE and all the covenants herein contained shall enure to the benefit of and be binding upon the parties thereto, their heirs, executors, administrators, and assigns, respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year thereon first above written.

SIGNED, SEALED AND DELIVERED

COUNTY OF ST. PAUL NO. 19

in the presence of:

Reeve

County Administrator

Witness

Lessee

Witness

Lessee



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

Issue Summary Report

5.2. QUOTE FOR MIXING COLD MIX USING SALES OIL

#20140803005

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

At the July Council meeting, council deferred a decision on increasing the Cold Mix expenditure to the Public works meeting. At the Public Works meeting Administration brought further information regarding the additional costs as well as the revenues that will exceed budget expectations due to this project as well as other efforts by Public Works staff in relation to road use agreements, industry contribution to Murphy Road, etc. Council also discussed the opportunity cost of not using the oil committed by CNRL for industry roads in Division 1 and 2.

Public Works request is for an increase in Cold Mix expense of \$800,000 - (\$300,000 for Division 3,4,5 & 6 as well as \$500,000 for Division 1 & 2) this increase will allow Public Works staff to more effectively apply dust control to the roads slated for work in the County. Even during the wet spring the County was able to complete work on the oiled roads utilizing cold mix rather than hauling wet gravel, drying it out, and applying oil (which was our process in the past). The additional cost for Division 3,4,5 & 6 will be utilizing the oil the County held in tanks from 2013 for the production of cold mix. The cost for Division 1 & 2 is utilizing oil that will be supplied by CNRL in order to repair designated industry roads.

Administration demonstrated that the expected increase in revenue over budget will be approx \$814,000 due to extra sales of gravel and success in road use agreements and contributions to Murphy Road overlay.

Recommendation

That Council approved the increased expense of \$800,000 for Coldmix in the 2014 budget year to be funded by expected increase in revenue.

Additional Information

Originated By : Idemoissac



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

5.3. REQUEST FOR PROCEEDS FROM RODEO SUPPER

#20140803006

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

At the July Meeting, Council tabled a decision on allocating the proceeds from the Rodeo Supper until administration contacted the 3 groups who had applied for the proceeds to see if one of them was interested in cleaning up after the Rodeo performances this year and then receiving all the proceeds from the Rodeo Supper in 2015. None of the groups who applied would have enough volunteers to clean up after the rodeo performances. They are interested in the rodeo supper only so we ran an ad for groups to clean up after the rodeo performances.

The three groups who have applied for the proceeds from the Rodeo supper are Rural Crime Watch, St. Paul & District Arts Foundation and the St. Paul United Church.

We have a couple of group that inquired about the process. They are meeting this weekend and will confirm whether or not they are interested by Monday morning.

We also need to know who will be available to serve supper - Saturday August 30th.

Recommendation

Council to choose two groups to receive the proceeds from the Rodeo Supper for 2014.

Council to choose one group to clean up after the rodeo performance for 2014 which secures the proceeds from the Rodeo Supper for 2015.

Additional Information

Originated By : pcorbiere



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

5.4. REQUEST TO PURCHASE/LEASE MR AT FLOATINGSTONE

#20140806001

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Council, at their July Council Meeting, tabled a discussion on the possibility of leasing or selling Municipal Reserve land adjacent to Darren Bannink's lot in Floatingstone. Since that meeting the Policy Committee has reviewed a new Reserve Land Policy presented by Administrations and subsequently considered by Council. In light of that policy direction, Administration would recommend that Council deny the request of Mr. Bannink to either purchase or lease Municipal Reserve Land that is adjacent to his property.

Recommendation

Motion to table the item until after item 7.6 - Reserve Lands Management Policy.

That Council deny the request of Mr. Darren Bannink to either purchase or lease Municipal Reserve Land that is adjacent to his property in Floatingstone.

Additional Information

Originated By : skitz



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

5.5. RESOLUTION CALLING FOR CHANGES TO WASTE CONTROL REGULATION

#20140806003

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Council instructed Administration to write a resolution regarding changes to the Waste Control Regulation. We have attached the resolution for Council's information. This is an item on the September 12, 2014 AAMDC Zone 5 Meeting agenda.

Recommendation

File for information.

Additional Information

Originated By : skitz

AMEND THE WASTE CONTROL REGULATION 192/1996 TO ADDRESS CLASSIFICATION OF HAZARDOUS WASTES IN LANDFILLS

WHEREAS municipalities are responsible for service provision and land-use planning decisions that consider environmental stewardship; and

WHEREAS proximity to landfills across municipalities in Alberta varies considerably; and

WHEREAS many landfills are not within close proximity to deep well disposal facilities that can accept hazardous wastes and very few facilities are equipped to carry out proper disposal; and

WHEREAS the current Regulation classifies leachate with toluene in excess of 0.5 mg/L and ammonia in excess of 100mg/L as a hazardous waste; and

WHEREAS many municipal/residential solid waste landfills in Alberta and the rest of Canada generate leachate with toluene and ammonia concentrations in excess of 0.5 mg/L and 100 mg/L, respectively; and

WHEREAS Alberta Environment and Sustainable Resource Development received the *Final Report, Updating Alberta's Hazardous Waste Regulatory Framework: A Report Prepared by the Hazardous Waste Technical Committee for the Waste Management Stakeholder Group* (hereafter, The Report) in November 2006; and

WHEREAS the Report's recommendations have not yet been implemented by revision of the Waste Control Regulation (AR192/1996) and Table 2 of the User Guide for Waste Managers; and

WHEREAS municipal solid waste landfills provide the most economical option for the disposal of non-recyclable, non-hazardous waste and serve to prevent contamination between waste and surrounding environment; and

WHEREAS this resolution would result in decreased disposal or operational costs without increasing environmental risk or liability for those municipalities that elect to be members of waste commissions that are not within close proximity to deep well disposal facilities;

THEREFORE BE IT RESOLVED that the Alberta Association of Municipal Districts and Counties calls upon the Government of Alberta to revise the *Waste Control Regulation 192/1996* and *User Guide for Waste Managers* to reflect the recommendations for toluene and ammonia, in particular in the *Final Report, Updating Alberta's Hazardous Waste Regulatory Framework: A Report Prepared by the Hazardous Waste Technical Committee for the Waste Management Stakeholder Group*.

MEMBER BACKGROUND:

The Evergreen Waste Commission's mandate is to provide waste management services to residents and businesses in the County of St. Paul, Town of St. Paul, Town of Elk Point, County of Smoky Lake, Town of Smoky Lake, Village of Vilna, and Village of Waskatenau as well as an array of customers outside these municipalities. Established by the Alberta Government, Evergreen is set up as a regional services commission, which means Evergreen represents public sector transparency, while providing effective and efficient services to solve municipal, private, and public waste problems.

Appendix 1 for 5.5.: Resolution

The Evergreen Commission is experiencing rising trucking and disposal costs in its efforts to properly dispose of non-toxic leachate waste due to the presence of the chemicals toluene and ammonia in Evergreen's leachate. The current *Waste Control Regulation and User Guide for Waste Managers* classifies leachate with toluene in excess of 0.5 mg/L and ammonia in excess of 100mg/L as a hazardous waste. Yet, there is substantial evidence that these permitted levels are not scientifically sound and in fact, the non-toxic leachate could withstand significantly higher levels of toluene and ammonia without any environmental consequences.

In November 2003, a Waste Management Stakeholder Group (WMSG) was established to assist Alberta Environment and Sustainable Resource Development in developing a long-term Waste Strategy. The WMSG consulted widely during this process. Due to the highly technical nature of many of the issues surrounding hazardous waste, the WMSG decided that a Hazardous Waste Technical Committee (HWTC) should be formed to clarify outstanding technical issues and provide recommendations on hazardous waste classification and hazardous waste landfill disposal restrictions.

Ultimately, on November 30, 2006, Alberta Environment and Sustainable Resource Development received the *Final Report, Updating Alberta's Hazardous Waste Regulatory Framework: A Report Prepared by the Hazardous Waste Technical Committee for the Waste Management Stakeholder Group*. The Report can be found at: <http://esrd.alberta.ca/waste/hazardous-waste-management/documents/8308.pdf>

The Report states that some of the limits on regulated chemicals including toluene and ammonia "are not scientifically defensible, or are not regulated in other jurisdictions, or have been arbitrarily set" (pg. 22). Despite the recommendations made by the Hazardous Waste Technical Committee, the vast majority of these recommendations have not been implemented by Alberta Environment and Sustainable Resource Development.

In particular, the Report advocates for increasing the permitted levels of toluene in non-toxic leachate waste from 0.5 mg/L to 5 mg/L and deregulating ammonia by removing it from Table 2 in the User Guide for Waste Managers.

The Report argues that there is inadequate evidence to demonstrate the carcinogenicity of toluene in humans and research suggests a lack of carcinogenicity in animals. Moreover, "toluene has low acute and chronic toxicity for both animals and humans" (pg. 55).

The Report also states that "the Toxicity Characteristic Leaching Procedure is not suitable to test ammonia and many of its salts and that these substances are defined as hazardous due to hazardous properties other than leachability" (pg. 52). Moreover, ammonia is highly soluble in water and is rapidly converted to nitrate, which is not a regulated substance in either the Waste Control Regulation or Table 2 of the User Guide for Waste Managers.



County of St Paul No 19
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Issue Summary Report

6.1. 10:30 A.M. - PUBLIC HEARING - BYLAW NO. 2014-12 - AMEND LUB REZONE PSW 7-58-8-W4

#20140803001

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

At the June Meeting, Council gave first reading to Bylaw No. 2014-12, which is a bylaw to amend Bylaw No. 2013-50 as it relates to rezoning PSW 7-58-8-W4 from Agricultural to Country Residential One (CR1).

RSVPs were sent out for a public consultation to be held on July 23, 2014. There were no replies so there was no need for the public consultation.

Bylaw No. 2014-12 was advertised in the St. Paul Journal on July 29, and August 5, 2014 and the adjacent landowners were notified via letter post.

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. 2014-12, which is a bylaw to amend Land Use Bylaw No. 2013-50 as it relates to rezoning PSW 7-58-8-W4 from Agricultural to Country Residential One (CR1).

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

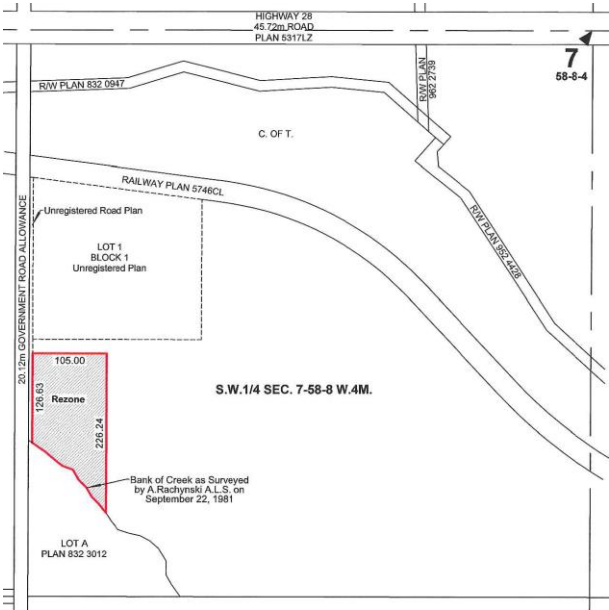
BY-LAW NO. 2014-12

A By-law of the County of St. Paul No. 19 in the Province of Alberta to amend the Land Use Bylaw No. 2013-50

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. 2013-50 is hereby amended as follows:
- FROM: Agricultural to Country Residential One (CR1)
- FOR: SW 7-58-8-W4



Read a first time in Council this 19th day of June, A.D. 2014.

Advertised the day of , A.D. 2014, and the day , A.D. 2014 in the St. Paul Journal.

Read a second time in Council this day of , A.D. 2014.

Read a third time and duly passed in Council this day of , A.D. 2014.

Reeve

Chief Administrative Officer

COUNTY OF ST. PAUL REZONING APPLICATION

Name of Applicant: Explore Surveys Inc. Email: _____

Mailing Address: Box 1987, St. Paul, Alta. T0A 3A0

Telephone (Home): _____ (Business): 780-645-3399 (Fax): _____

Registered Owner (if not applicant): Clement & Diane Fontaine

Mailing Address: Box 639, St. Paul, Alta. T0A 3A0

Telephone (Home): _____ (Business): 780-210-2434 (Fax): _____

1. LEGAL DESCRIPTION OF LAND TO BE SUBDIVIDED:

- a) All / part of the S.W. ¼ section 7 township 58 range 8 W4M
- b) Being all / parts of Lot _____ Block _____ Registered Plan _____
- c) Total area of the above parcel of land to be rezoned is 54.54 acres 22.08 (hectares)

2. ZONING INFORMATION:

- a) Current Zoning as per the Land Use Bylaw
2013-~~50~~ 50 Agricultural _____
- b) Desired Zoning as per the Land Use Bylaw 2013-~~50~~ 50: Country Residential (CR1)

- c) Proposed use as per the Land Use Bylaw 2013-~~50~~ 50: Country Residential (CR1)

- d) Is the proposed use a permitted or discretionary use:
Permitted _____
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development
Plan? No _____
- f) Information in support of the rezoning:
Land owner wishes to sell the acreage for residential use.

Appendix 2 for 6.1.: Rezoning Application

3. LOCATION OF LAND TO BE REZONED:

a) Is the land situated immediately adjacent to the municipal boundary? Yes _____ No X

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 _____

If "yes" the highway is No. 29

c) Does the proposed parcel contain or is it bounded by a river, stream, lake or body of water, or by a canal or drainage ditch?

Yes X No _____

If "yes", state its name Unnamed

d) Are there any oil/gas wells on or within 100 metres of the subject property(s)? Yes _____ No X

e) Is the proposed parcel within 1.5 kilometres of a sour gas facility? Yes _____ No X

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 X

***For a listing of EUB wells in a specific area, contact the Information Services Group at the EUB (403) 297-8190.**

h) Is the proposed parcel within 1.5 km of a Confined Feeding Operation? Yes _____ No X

ii) Does the proposed parcel contain a slope greater than 15% Yes _____ No X

4. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:

a) Describe the nature of the topography of the land (flat, rolling, steep, mixed) Mixed

b) Describe the nature of the vegetation & water on the land (brush, shrubs, tree stands, sloughs, creeks, etc.)

Tree Stands

Appendix 2 for 6.1.: Rezoning Application

5. WATER SERVICES:

- a) Existing Source of Water: None
- b) Proposed water source (if not rezoning parcel in its entirety).
- ☐ Proposed water supply to new lots by a licensed (surface)water distribution system;
 - ☐ Proposed water supply to new lots by cistern and hauling;
 - ☒ Proposed water supply to new lots by individual water wells.

6. SEWER SERVICES:

- a) Existing sewage disposal: None
- b) Proposed sewage disposal: As per building permit
- _____

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

Appendix 2 for 6.1.: Rezoning Application

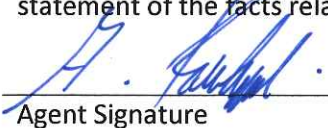
The personal information provided will be used to process the Subdivision Application is collected under the authority of Section 642 of the Municipal Government Act. Personal information you provide may be made public pursuant to the provisions of the Freedom of Information and Protection of Privacy (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:

I, Albert Rachynski hereby certify that (check one):

- ☒ 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

June 13, 2014

Date

Owner Signature

Date

Owner Signature

Date

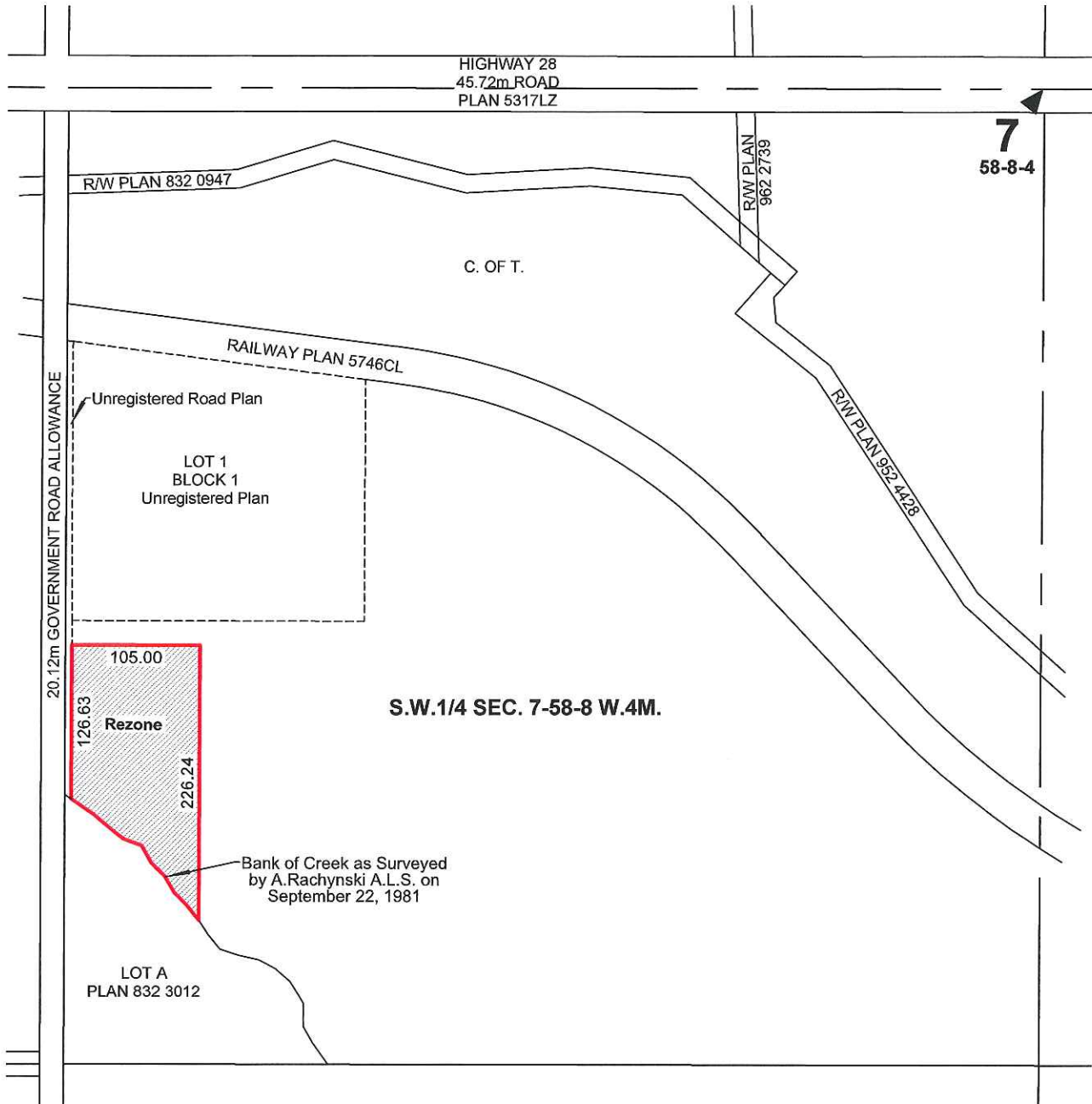
PAGE 1 OF 2

TENTATIVE PLAN

SHOWING PROPOSED SUBDIVISION WITHIN

S.W.1/4 Sec.7 Twp.58 Rge.8 W.4M.

COUNTY OF ST. PAUL NO. 19

**LEGEND:**

Portions referred to shown as:

Rezone location shown as:

Distances are in metres and decimals thereof.

EXPLORE
SURVEYS INC.

Plan Prepared by:
Explore Surveys Inc.
Edmonton, Alberta
Toll Free 1-866-936-1805
Fax No. 780-800-1927



REV. NO.	DESCRIPTION	DATE
0	PLAN ISSUED	JUNE 12, 2014

Job X059614

Rev. 0

SURVEYED BY: X.X.

CALC'D BY: X.X.

DRAWN BY: J.O.

PAGE 2 OF 2

TENTATIVE PLAN

SHOWING PROPOSED SUBDIVISION WITHIN S.W.1/4 Sec.7 Twp.58 Rge.8 W.4M. COUNTY OF ST. PAUL NO. 19



Imagery: © 2014 Abacus Datagraphics Ltd., all rights reserved.

Date of Photography: JUNE 12, 2014

Distances are in metres and decimals thereof.

LEGEND:

Portions referred to shown as: ———

Rezoned location shown as: Ⓢ

EXPLORE
SURVEYS INC.

 Plan Prepared by:
Explore Surveys Inc.
Edmonton, Alberta
Toll Free 1-866-936-1805
Fax No. 780-800-1927

 40 20 0 80 100 200
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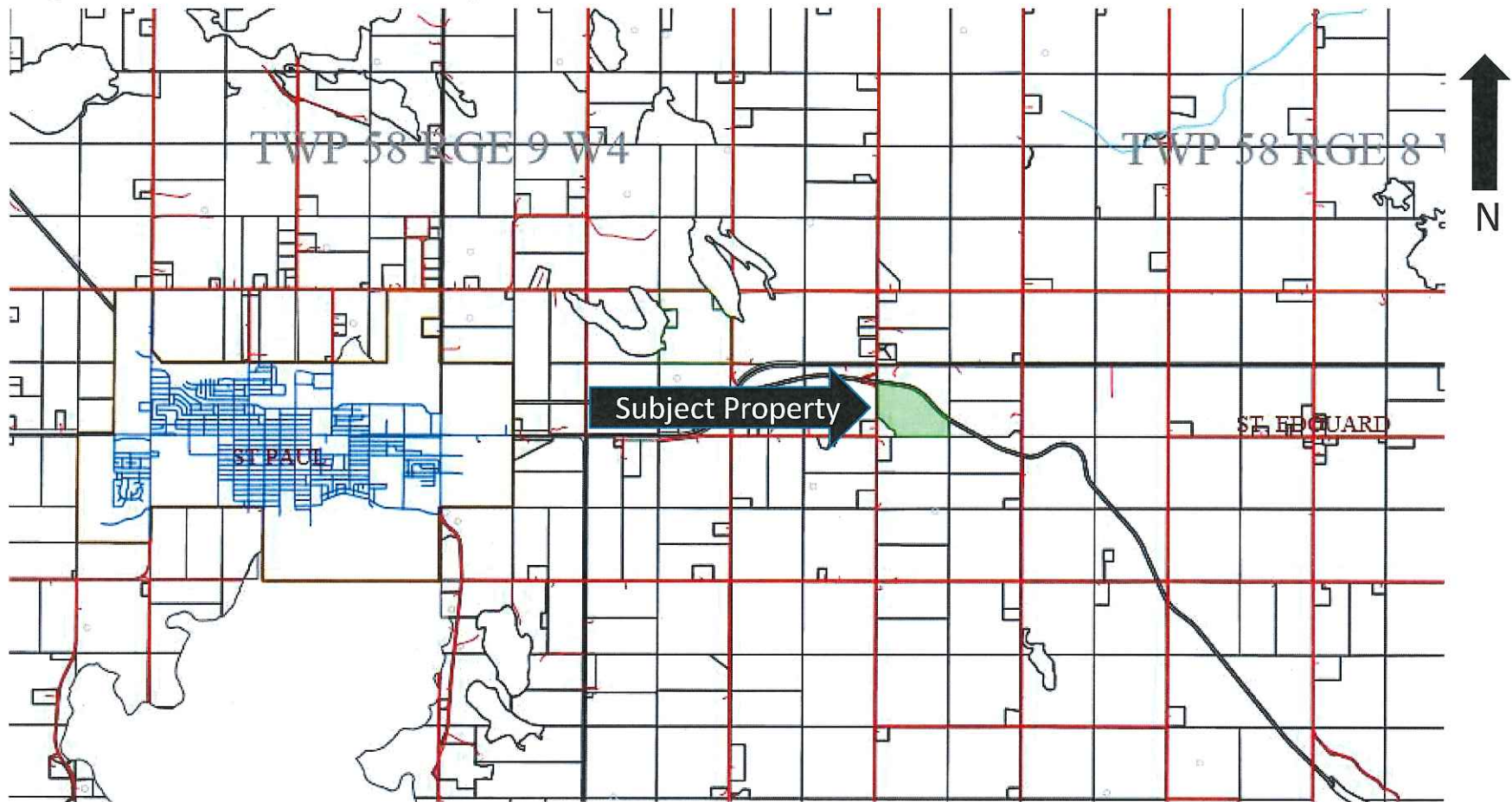
REV. NO.	DESCRIPTION	DATE
0	PLAN ISSUED	JUNE 12, 2014

Job X059614

Rev. 0

SURVEYED BY: X.X. CALC'D BY: X.X. DRAWN BY: J.O.

Figure 1.0 – General Location Map





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

Issue Summary Report

6.2. 11:00 A.M. - PUBLIC HEARING - BYLAW NO. 2014-10 - AMEND LUB REZONE LOT 1, PLAN 8121999

#20140803002

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

At the June Meeting, Council gave first reading to Bylaw No. 2014-10, which is a bylaw to amend Bylaw No. 2013-50 as it relates to rezoning Lot 1, Plan 8121999 located in SE 9-58-8-W4 from Agricultural to Country Residential One (CR1).

A public consultation was held on July 22, 2014 and there were 9 people in attendance. The Developer Public Consultation Report is attached.

Bylaw No. 2014-10 was advertised in the St. Paul Journal on July 29, and August 5, 2014 and the adjacent landowners were notified via letter post.

Krystle Fedoretz will attend this Public Hearing.

The parcel being presented to Council for rezoning has been amended to address the concerns of those in attendance at the public consultation.

Recommendation

Motion to adjourn the meeting and proceed to Public Hearing scheduled for 11:00 a.m. to discuss Bylaw No. 2014-10, which is a bylaw to amend Land Use Bylaw No. 2013-50 as it relates to rezoning Lot 1, Plan 8121999 in SE 9-58-8-W4 from Agricultural to Country Residential One (CR1).

Additional Information

Originated By : pcorbiere

BY-LAW NO. 2014-10

A By-law of the County of St. Paul No. 19 in the Province of Alberta to amend the Land Use Bylaw No. 2013-50

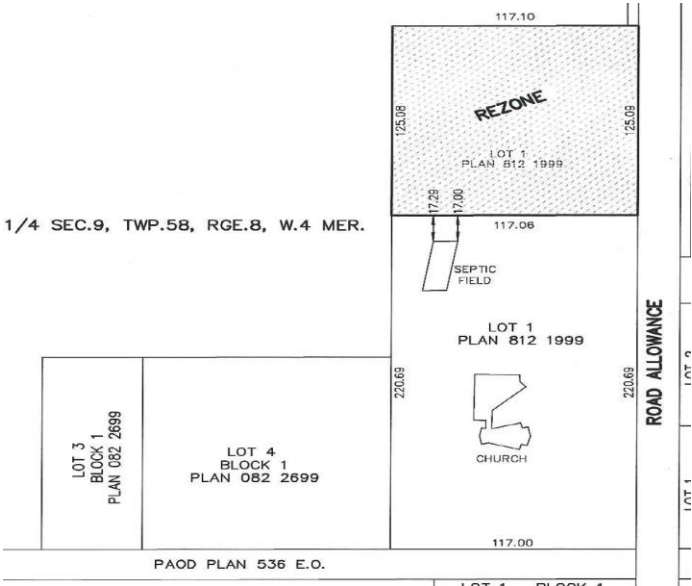
WHEREAS, it is deemed expedient to amend the Land Use Bylaw of St. Paul and County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

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. 2013-50 is hereby amended as follows:

FROM: Agricultural to Country Residential One (CR1)

FOR: Lot 1, Plan 8121999 in SE 9-58-8-W4



Read a first time in Council this 19th day of June, A.D. 2014.

Advertised the 29th day of July, A.D. 2014, and the 5th day of August, A.D. 2014 in the St. Paul Journal.

Read a second time in Council this day of , A.D. 2014.

Read a third time and duly passed in Council this day of , A.D. 2014.

Reeve

Chief Administrative Officer

Developer Public Consultation Report

Please complete the form below and return it to the Planning and Development Department.

1. Date of Public Consultation: July 22, 2014
2. Location of Public Consultation: County of St. Paul office
3. Number of People in Attendance:9
4. What did those in attendance like about the project?
There was a negative response to the rezoning of this land. They would be in favor of the rezoning if the use of the land would be for the catholic faith.
5. What did those in attendance dislike about the project?
The first observation was the septic field pouring onto the new rezoning area.

The people did not like that the efforts of the people including Bishop Roy was going to be forgotten about. The people felt there was sentimental value to the trees. The trees were placed in the station of the cross format.
6. How are concerns being addressed?
At this time the land will be subdivided however future sale is not determined.
7. Additional Comments:

Please attach comment forms, minutes of proceedings (if a public meeting was held), and return this report to Planning and Development. You will be notified via letter post regarding the date and time for the Public Hearing with the County of St. Paul Council.

COUNTY OF ST. PAUL REZONING APPLICATION

Name of Applicant: Explore Surveys Inc. Email: _____

Mailing Address: Box 1987, St. Paul, Alta. T0A 3A0

Telephone (Home): _____ (Business): 780-645-3399 (Fax): 780-645-3260

Registered Owner (if not applicant): Le Diocese de St. Paul

Mailing Address: 4410-51 Avenue, St. Paul, Alta. T0A 3A2

Telephone (Home): _____ (Business): 780-645-3277 (Fax): _____

1. LEGAL DESCRIPTION OF LAND TO BE SUBDIVIDED:

- a) All / part of the $\frac{1}{4}$ section township range W4M
- b) Being all / parts of Lot 1 Block Registered Plan 812-1999
- c) Total area of the above parcel of land to be rezoned is 4.05 acres 1.64 (hectares)

2. ZONING INFORMATION:

- a) Current Zoning as per the Land Use Bylaw 2013-~~10~~11: Agricultural
- b) Desired Zoning as per the Land Use Bylaw 2013-~~10~~11: Country Residential 1
- c) Proposed use as per the Land Use Bylaw 2013-~~10~~11: CR1
- d) Is the proposed use a permitted or discretionary use:
 Yes
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan? No
- f) Information in support of the rezoning:

Appendix 3 for 6.2.: Rezoning Application

The Diocese owns approximately 10 acres. They are not using the total amount and would like to sell the portion north of the existing field system.

[illegible]

3. LOCATION OF LAND TO BE REZONED:

- a) Is the land situated immediately adjacent to the municipal boundary? Yes X 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 X No

If "yes" the highway is No. 29

- c) Does the proposed parcel contain or is it bounded by a river, stream, lake or body of water, or by a canal or drainage ditch?

If "yes", state its name _____

- d) Are there any oil/gas wells on or within 100 metres of the subject property(s)? Yes _____ No ☒ X

- e) Is the proposed parcel within 1.5 kilometres of a sour gas facility? Yes _____ No ☒ X

- 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 X

***For a listing of EUB wells in a specific area, contact the Information Services Group at the EUB (403) 297-8190.**

- h) Is the proposed parcel within 1.5 km of a Confined Feeding Operation? Yes _____ No X

- | | | | |
|---|-----|----|---|
| ii) Does the proposed parcel contain a slope greater than 15% | Yes | No | X |
|---|-----|----|---|

4. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:

- a) Describe the nature of the topography of the land (flat, rolling, steep, mixed) Flat

- b) Describe the nature of the vegetation & water on the land (brush, shrubs, tree stands, sloughs, creeks, etc.)

5. WATER SERVICES:

- a) Existing Source of Water: Well
- b) Proposed water source (if not rezoning parcel in its entirety).
- ☐ Proposed water supply to new lots by a licensed (surface)water distribution system;
 - ☐ Proposed water supply to new lots by cistern and hauling;
 - ☐ Proposed water supply to new lots by individual water wells.

6. SEWER SERVICES:

- a) Existing sewage disposal: Field System on existing parcel
- b) Proposed sewage disposal: Field System on proposed parcel

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

Appendix 3 for 6.2.: Rezoning Application

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.

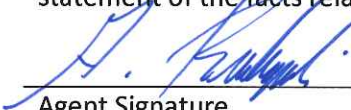
REGISTERED OWNER OR PERSON ACTING ON BEHALF:

I, ALBERT KACHYNSKI hereby certify that (check one):

☐ 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

June 13, 2014

Date

Owner Signature

Date

Owner Signature

Date

Appendix 3 for 6.2.: Rezoning Application

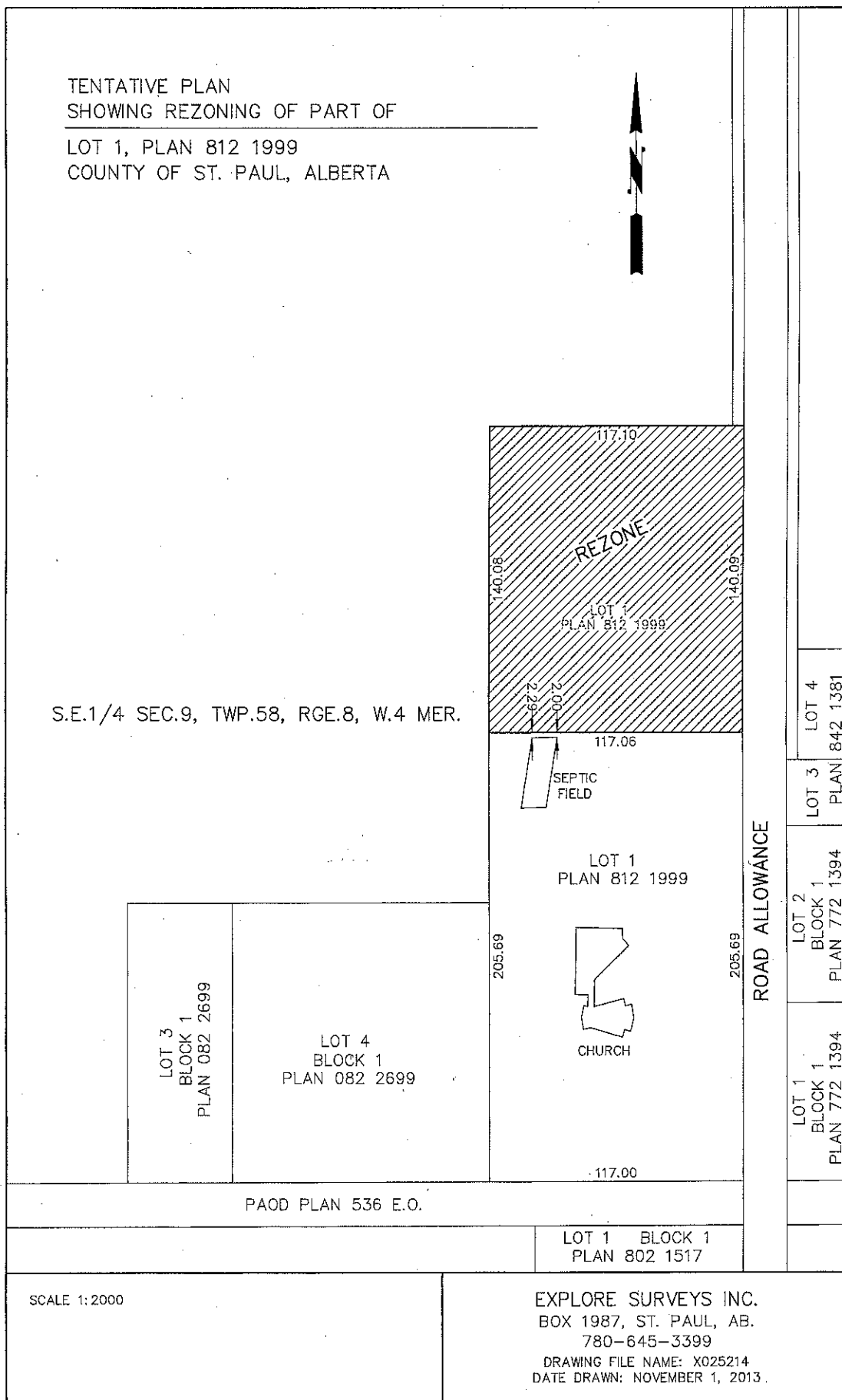
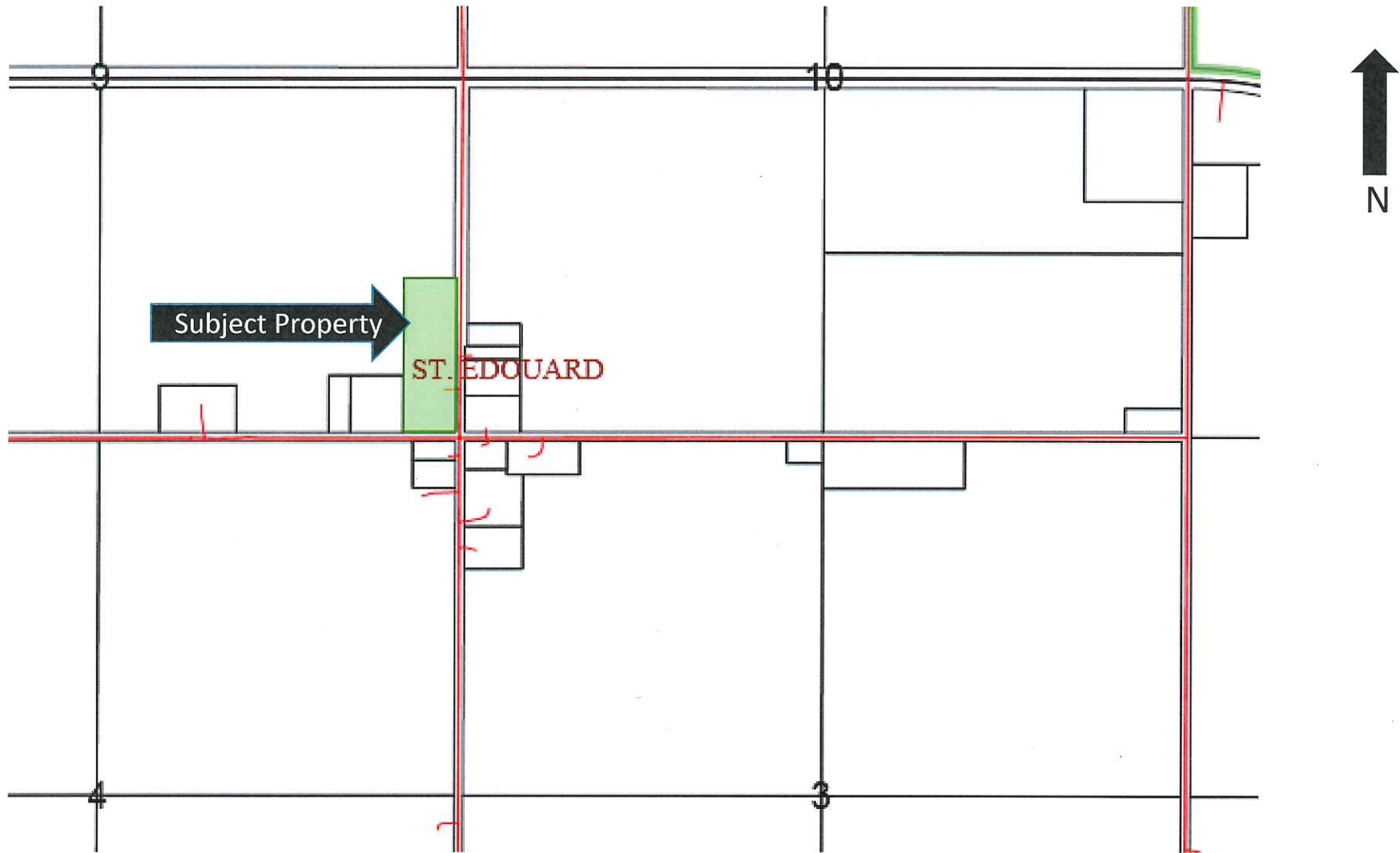


Figure 1.0 – General Location Map





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

Issue Summary Report

6.3. 11:15 A.M. - PUBLIC HEARING - BYLAW NO. 2014-18 - AMEND LUB - SECTION 7.32

#20140803003

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

At the July Meeting, Council gave first reading to Bylaw No. 2014-18, which is a bylaw to amend Land Use Bylaw No. 2013-50 for a provision to accommodate a 30 acre parcel for the W 1/2 SW 16-58-7-W4.

Bylaw No. 2014-18 was advertised in the St. Paul Journal and Elk Point Review the weeks of July 29th and August 5, 2014.

Krystle Fedoretz will attend this Public Hearing.

Recommendation

Motion to adjourn the meeting and proceed to Public Hearing scheduled for 11:15 a.m. to discuss Bylaw No. 2014-18, which is a bylaw to amend Section 7.32(1)(a) of Land Use Bylaw No. 2013-50.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2014-18

A By-law to amend Land Use Bylaw No. 2013-50 of the County of St. Paul No. 19, in the Province of Alberta.

WHEREAS the Municipal Government Act, R.S.A. 2000, as amended ("the Act") allows Municipal Council to establish and amend its Land Use Bylaw;

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

- 1. The Land Use Bylaw of the County of St. Paul No. 19, Bylaw No. 2013-50, is hereby amended as follows:

7.32 SINGLE LOT SUBDIVISIONS FOR COUNTRY RESIDENTIAL DEVELOPMENT

- (1) In the Agriculture (A) District, up to four (4) parcels for country residential use may be subdivided out of each quarter section provided the quarter section is a minimum of 60 ha (148 ac) in size and provided, further, that the total area of such parcels does not exceed 8 ha (20 ac). If the quarter section is less than 60 ha (148 ac) in size but more than 45 ha (111 ac) in size, the total area of such parcels may not exceed 6 ha (15 ac). If the quarter section is less than 45 ha (111 ac) in size but more than 30 ha (74 ac) in size, the total area of such parcels may not exceed 4 ha (10 ac). If the quarter section is less than 30 ha (74 ac) in size, the total area of such parcel may not exceed 2 ha (5 ac). Such country residential parcels may include any combination of farmsteads and vacant parcels, and may include one (1) fragmented parcel.
 - a. 80 Acre Split Exceptions - If a quarter section has been previously subdivided into two (2) 80 acre halves, only one (1) country residential parcel to a maximum size of 4 ha (10 ac) may be subdivided from each half (excepting farmstead parcels).
 - i. Notwithstanding subsections 7.32(1), 7.32(1)(a) and 7.32(5), one parcel not exceeding 12.14ha (30 acres) may be subdivided out of the W ½ of SW 16-58-7-W4M for country residential use.
- (2) The development of more than the number of country residential parcels in a quarter section indicated in subsections (1) above shall be considered to be multi-lot country residential development and shall not be allowed within the Agriculture (A) District. Rather, an appropriate amendment to this Bylaw shall be required, normally to a Country Residential District.
- (3) A fragmented parcel, as defined in this bylaw, less than 8 ha (20 ac) in size, shall be considered a parcel for country residential use for the purposes of Subsection (1) above. Subdivision of fragmented parcels larger than 8 ha (20 ac) in area shall be considered to be agricultural parcels.
- (4) A farmstead parcel, as defined in this bylaw, shall be considered a parcel for country residential use for the purposes of Subsection (1) above. Farmstead parcels shall be 8.09 ha (20 ac) or less in size, unless a larger size is approved by the Subdivision Authority.

- (5) Notwithstanding subsection (3) and (4) above a country residential use parcel shall not be less than 0.4 ha (1 ac) in size and not more than 4 .04 ha (10 acres) in size for vacant agricultural parcels and 8.09 ha (20 ac) in size for existing yard sites. However, the total area of all single lot country residential use parcels on a quarter section, including the area of any fragmented parcel which is used for country residential purposes, shall not exceed the number of hectares indicated in section 1 above. The use of more land within one quarter section for country residential use shall be considered multi-lot country residential development, even if it is for only one lot, and will require amendment to the Land Use Bylaw before such development can be approved by the County.
- (6) In the case of a fragmented parcel used or intended to be used as a country residential site, the adequacy of the parcel shall be determined by the Subdivision Authority. Fragmented parcels which do not have a building site which would meet the yard and setback requirements of this Bylaw, which building site is readily accessible from a constructed road or highway, shall not be approved by the Subdivision Authority.
- (7) Where parcels which have been registered for use as country residences prior to the passage of this Bylaw are non-conforming in terms of size, the Development Authority may consider the approval of a development permit application.
- (8) Development for country residential purposes, whether for single detached dwellings or for manufactured home units, shall be prohibited:
 - a. on sites where adequate year-round access is not available by either a paved or graveled all-weather road in good condition;
 - b. on sites where necessary services are not provided at the sole expense of the developer; or
 - c. on sites on which adequate storm water drainage is not provided.
- (9) The Subdivision Authority shall consider the minimum distance separation between dwellings and a confined feeding operation as determined through the use of Schedule 1 of the Standards and Administration Regulation adopted pursuant to the Agricultural Operation Practices Act as a guide for evaluating all single lot subdivisions for country residential development in proximity to confined feeding operations.
- (10) Where there is an existing sewage disposal system or dwelling on a single lot country residential parcel about to be subdivided, the Subdivision Authority shall require certification that the system is operating in accordance with Provincial regulations prior to giving final approval to the subdivision.

Read a first time in Council this 15th day of July, A.D. 2014.

Advertised the 29th day of July, A.D. 2014, and the 5th day of August, A.D. 2014 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this day of , A.D. 2014.

Read a third time in Council this day of , A.D. 2014.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Reeve</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Chief Administrative Officer</div>
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County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.1. UTILITIES BYLAW - 2014-21

#20140801002

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Bylaw 2014-21 is being presented to Council to approve provisions for utility services in the County. This Bylaw was brought before the Policy Committee on August 1, 2014.

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

Also attached is the Utilities Contract Application form which will be signed by all residents in the County who have water services.

Recommendation

Motion to give first reading to Bylaw 2014-21, which is a by-law for the provision and regulation of utility services in the County of St. Paul.

Motion to give second reading to Bylaw 2013-17.

Motion to present Bylaw 2014-21 at this meeting for third reading.

Motion to give third reading to Bylaw 2014-21.

Motion to approve the Utilities Contract Application Form.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2014-21

A By-law of the County of St. Paul No. 19 in the Province of Alberta for the regulation, operation and maintenance of water systems, sewer systems and the levying of rates and charges thereof.

WHEREAS the County of St. Paul No. 19 may pass bylaws respecting public utilities;

WHEREAS the County of St. Paul No. 19 deems it desirable to provide water and wastewater utility services;

WHEREAS it is desired to set forth the terms and conditions under which such services will be provided;

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 enables, the Council of St. Paul No. 19, hereby assembled, enacts as follows:

1. TITLE

- 1.1 This Bylaw may be referred to as the “Utilities Bylaw” of the County of St. Paul No. 19.

2. INTERPRETATION

- 2.1 In this Bylaw, the following terms shall have the following meaning, unless the context specifically requires otherwise:
- (a) “Agreement” means a contract entered into between the County of St. Paul No. 19 and a Customer for the provision of utility goods and services.
 - (b) “Applicant” means property owner or occupant or the authorized representative of a property owner or occupant who applies to the County for utility services.
 - (c) “Application” means the submission made by a customer for the supply of utility services and shall constitute an agreement between the customer and the County once endorsed by the County, notwithstanding any other agreements between the customer and the County.
 - (d) “Billing Date” means the date set out on the invoice of the County which levies the applicable utility charge;
 - (e) “Building” means any structure used or intended for supporting or sheltering any use or occupancy.
 - (f) “Chief Administrative Officer” means the Chief Administrative Officer of the County of St. Paul No. 19, hereafter referred to as “CAO”
 - (g) “Charges” shall constitute any amount assessed by the County to a customer, other than the rate, and including those charges listed in the County’s Fee Schedule Bylaw.
 - (h) “Customer” means any person who has entered into an agreement with the County for the provision of utility services, or who is the owner of any property connected to or provided with a utility service by the County.

- (i) “County” means the County of St. Paul No. 19.
- (j) “Matter” means any solid, liquid or gas.
- (k) “Outstanding Account” means utility charges for which the County has not received payment within thirty (30) days of the Billing Date.
- (l) “Person” means a natural person, body corporate, proprietor, association, society, or partnership.
- (m) “Premises” means any land or building on land or both or any part thereof within the County lying along the line of the water system, sewage system, or storm water system or any combination thereof.
- (n) “Release” means to directly or indirectly spill, discharge, spray, inject, inoculate, abandon, deposit, leak, seep, pour, drain, emit empty, throw, dump, place or exhaust either intentionally or accidentally.
- (o) “Sewage System” means any works for the collection, transmission, treatment, or disposal of sewage, or any part of such system.
- (p) “Technician” means the County’s water/waste water treatment technician as appointed by Council or the County’s Chief Administrative Officer from time to time.
- (q) “User” means any person to whom the Municipality supplies utility services, and shall be deemed to be:
 - a) in a situation where the occupant is the registered owner or purchaser of a building or lot or part of a lot, the occupant; or
 - b) in a situation where the occupant is a person other than the registered owner or purchaser of a building or lot or part of a lot:
 - (i) the registered owner or purchaser, where:
the registered owner or purchaser entered into a written agreement with the County for the supply of utility services; or
 - (ii) the occupant in all cases other than contained in subsection (i) above; however, the registered owner or purchaser shall be deemed to be the Customer
- (r) “Utility Charges” means the fees, rates, charges or other amounts imposed by the County for Utility Services, pursuant to this Bylaw including the rates set out in the Fee Schedule Bylaw;
- (s) “Utility Services” means the County’s Sewage System, and Water System;
- (t) “Water System” means any County works for the collection, transmission, treatment, and distribution of water.

3. GENERAL TERMS AND CONDITIONS

- 3.1 This Bylaw shall form part of every Agreement, written or implied between the County and a Customer for supplying water and sewer services.

- 3.2 Subject to the provisions of this Bylaw, the Chief Administrative Officer or their designate may enter into Agreements on behalf of the County with any Customers of the water system within the County and in such Agreements may provide that in the event the consumer has failed to comply with the provisions and requirements of this Bylaw or the terms of the Contract then the supply of water may be discontinued.
- 3.3 The Chief Administrative Officer or their designate may require any consumer to enter into an Agreement with the County, for supplying water and related services, subject to the terms and conditions as are required by the Chief Administrative Officer or their designate.
- 3.4 The Chief Administrative Officer may, subject to the approval of Council, enter into an Agreement to supply water to a consumer outside the County Limits.

4. DISCHARGES TO SEWAGE SYSTEM

- 4.1 No person shall without the prior written approval of the County, discharge or deposit or cause or permit the discharge or deposit into a sewage system the following:
 - (a) Matter which because of its type, temperature or quantity, may be or may become a health or safety hazard to any person or which may be or may become harmful to a Sewage System of the operation thereof, or which may cause the Sewage System's effluent or operation to contravene any federal, provincial or local legislation or requirement;
 - (b) Matter that may cause an offensive odour to emanate from a Sewage system;
 - (c) Subsurface drainage, including weeping tile drainage;
 - (d) Water that had originated from a source separate from the Water system of the County, unless there is no Water system abutting the Premises;
 - (e) Matter resulting from site remedial activities at spill sites or a petroleum leak sites, and
 - (f) Hauled sewage in any amount without the prior written approval of the County with the exception of the recreational vehicle dumping stations in Ashmont and Mallaig.
- 4.2 Any person who releases or causes or permits the release into any sewage system of any matter set out in Section 4.1 above, shall:
 - (a) Notify the County immediately upon becoming aware of the release;
 - (b) Provide information respecting the release, to the satisfaction of the County;
 - (c) Be liable for all costs incurred by the County with respect to the release for containment, sampling, testing, removal, cleanup, disposal and any other related activity.

5. PROTECTION OF THE UTILITY SERVICES

- 5.1 No person shall break, damage, destroy, deface, tamper, cause or permit the breaking, damaging, destruction, defacing or tampering with any part of the utility services or any permanent or temporary device

installed for the purpose of measuring, sampling and testing of matter in the utility services, and any person who does perform such acts shall be liable for any damage incurred.

- 5.2 The County may discontinue access to the utility services where the County believes the use of utility services to the premises to be contrary to this Bylaw.
- 5.3 The County shall post a disconnection notice on the premises at least twenty-four (24) hours prior to preventing access to the utility services from the premises pursuant to Section 5.2 above, advising that access to utility services may be prevented and that there may be a health risk to persons entering the premises.
- 5.4 Whenever the County determines that a release from a premises in the County is contrary to this Bylaw, the County may in addition to any other provisions in this Bylaw require the User to:
 - (a) install and maintain a device to detect the presence of a release contrary to this Bylaw;
 - (b) notify the County of a detection of a release contrary to this Bylaw, to provide all information to the County's satisfaction;
- 5.5 Every person who contravenes any provisions of the Bylaw is guilty of an offence and on conviction is liable for a fine as per the Fee Schedule Bylaw.
- 5.6 If a person is guilty of a conviction for an offence which offence occurs after the date of conviction for an earlier offence under this Bylaw, that person is guilty of an offence and on conviction is liable for every day or part thereof upon which a subsequent offence occurs or continues to a fine as per the Fee Schedule Bylaw.
- 5.7 No person who is convicted for an offence pursuant to this Bylaw is liable to imprisonment.

6. CHARGES

- 6.1 New service connections will be charged a fee to access County Utility Services as per the County's Fee Schedule Bylaw. All installation costs will be covered by the owner or applicant. New installations must be installed as per County standards and inspected by County staff prior to backfilling.
- 6.2 The County shall levy utility charges for all premises serviced by or connected to the County's Utility Services and being supplied water or sewer services. Such utility charges shall be calculated in accordance with rates set out in the County's Fee Schedule Bylaw.
- 6.3 The User shall pay the applicable utility charges calculated pursuant to Section 6.1 above, with such payment to be received by the County within thirty (30) days of the billing date.
- 6.4 Any user to whom utilities services have been shut off or discontinued for committing a breach of this Bylaw, shall upon having paid any outstanding account and all costs and charges therewith, and upon requesting the County to restore such utility services with a fee to be charged as per the Fee Schedule Bylaw.
- 6.5 Summer residents shall be billed for a minimum of 5 months. The water will be connected once and disconnected once per year at no charge. For any additional connections/disconnections each year, the owner will be charged as per the Fee Schedule Bylaw.

- 6.6 If a County Utility Operator is called out to fix a problem that is not caused by the County water system, the owner will be charged according to the rates set out in the County's Fee Schedule Bylaw.
- 6.7 Outstanding accounts may be assessed cumulative penalty of one and one-half percent (1.5%) of the outstanding account.
- 6.8 Utility charges shall be due and payable notwithstanding if the premises are vacated or abandoned, unless the user successfully applies to the County to be exempted from paying utility charges for one or more utility services. The Chief Administrative Officer or their designate may accept such application upon being satisfied:
- (a) that the premises are not occupied for any purpose; and /or
 - (b) that absence of the relevant utility services will not contravene or result in the contravention of any federal, provincial or municipal legislation.
- 6.9 A user is not relieved from paying utility charges by reason of non-receipt of an account for utility charges, whatever the reason for non-receipt.
- 6.10 If there is a water system abutting the premises and no exemption has been granted pursuant to Section 6.8:
- (a) The owner of any premises shall install connections to the water system and any apparatus and appliances required to ensure the proper sanitary condition of the premises;
 - (b) The Customer shall ensure that the municipal supply is not at risk of cross contamination by any outside source; and
- 6.11 If there is a sewage system abutting the premises and no exemption has been granted pursuant to Section 6.8:
- (a) The owner of any premises shall install connections to the sewage system and any apparatus and appliance required to ensure the proper sanitary condition of the premises as per the Agreement and will submit to an inspection if requested by the County;
- 6.12 The delivery of all utility services shall be billed to the registered owners of a building and/or lot. Where the building and/or lot is rented, the registered land owner will be billed directly and be responsible for all utility bills.
- 6.13 In the case of a mobile or modular home owner where the unit is situated on a leased lot the registered owner of the unit shall be deemed to be the Customer, and will be responsible for all utility bills.

7 ENFORCEMENT

- 7.1 Enforcement or rectification pertaining to breaches of the Bylaw, including enforcement of payment of outstanding accounts for which payment of the applicable utility charge as set out herein has not been made by the user to the County within sixty (60) days of the billing date may be undertaken by the County by any or all of the following methods:
- (a) action in a court of competent jurisdiction;
 - (b) shutting off the utility being supplied to the user or discontinuing there service thereof;

- (c) distress and sale of the goods and chattels of the person owing the outstanding account wherever those goods and chattels may be found in the County.

7.2 Any attempt to collect an outstanding account by any method set out in Section 7.1 above, does not in any way invalidate any liens which the County is entitled to on the premises in respect of which the indebtedness is incurred.

8 DELEGATION OF AUTHORITY

8.1 The Chief Administrative Officer or their designate is hereby authorized to do all things necessary to fulfill the Chief Administrative Officer's authority under this Bylaw.

8.2 The Chief Administrative Officer or their designate:

- (a) or any municipal employee or agent requested by the Chief Administrative Officer or designate may enter at all reasonable times to a premises on which the customer was or is supplied with utility services, for the purpose of installing, maintaining, removing or replacing any fittings, wires, machines, apparatus, meters, pipes or other things that are the property of the Municipality; and
- (b) may otherwise inspect, construct and maintain all works, wells, pipes, poles, erections, and machinery requisite for any utility service vested in the Municipality.

8.3 Any person who considers themselves to be aggrieved by a decision of the Chief Administrative Officer or their delegate may appeal the decision to Council;

- (a) an appeal shall be made within thirty (30) days of receipt of the Chief Administrative Officer or their designate's decision;
- (b) all appeals shall be in writing addressed to the County Council; and
- (c) the Council's decision respecting an appeal shall be final and binding.

8.4 The Chief Administrative Officer or any municipal employee or agent requested by the CAO, may perform all construction, maintenance, sampling tests, inspections, repairs, placement settings, or alterations with respect to water meters, or any utility, pipe, wire connection or tap within the Municipality's authority.

9 OTHER MATTERS

9.1 No person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the County pursuant to this Bylaw.

9.2 Any authority or activity to be performed by the County may be performed by the County's Chief Administrative Officer or person designated by the Chief Administrative Officer.

10 SEVERABILITY

10.1 Should any clause or part of this Bylaw be found to have been improperly enacted, for any reason, then such clause or part shall be regarded as being severable from the rest of this Bylaw and the Bylaw remaining after such severance shall be effective and enforceable as if the clause or part to be found to be improperly enacted has not been enacted as part of this Bylaw.

11. REPEAL AND PASSAGE

11.1 Bylaw No. 1574 is hereby repealed upon this Bylaw coming into effect.

Read a first time this

Read a second time this

Read a third time this

Reeve

Chief Administrative Officer



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

CUSTOMER SERVICE APPLICATION & AGREEMENT

WATER AND SEWER SERVICES

NAME: _____
 (the "Customer")

ADDRESS: _____

RESIDENCE PHONE: _____ BUSINESS PHONE: _____

CELL PHONE: _____ CELL PHONE: _____

LEGAL DESCRIPTION: _____

RURAL ADDRESS NUMBER: _____ SUBDIVISION: _____

NAME OF PREVIOUS OWNER: _____

☐ PERMANENT RESIDENT ☐ SUMMER RESIDENT

CONTRACT TERMS:

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

- 1. Terms, Conditions and Bylaw(s)** – the Services are provided upon and subject to the terms, covenants and conditions contained within this Agreement, the standard terms and conditions imposed by the County respecting the Services as amended and replaced from time to time, which as of the date of this Agreement are attached to this Agreement (the "Terms & Conditions"), as well as the bylaw(s) implemented from time to time by the County respecting the provision of the water utility services (the "Bylaw(s)"), which Bylaws(s) may alter or replace the Terms and Conditions, all the terms of which form a part of this Agreement.
- 2. Terms of Service, Policies and Guidelines** – the Services are provided upon and subject to the terms of service, service and/or connection policies, and guidelines imposed from time to time by all upstream suppliers of water to the County and the County's System, as well as all similar service/connection policies and guidelines established from time to time by the County consistent therewith (the "Service Policies").
- 3. Connection Fees** – the Services are subject to payment of any and all connection fees charged by the County in respect of connection to the System and the receipt of the Services, which must be paid in full prior to commencement of any Services under this Agreement (the "Connection Fees").
- 4. Service Fees** – the Services are subject to payment of any and all fixed and variable fees contemplated from time to time under this Agreement and established from time to time by the County by resolution of Council, bylaw or otherwise, for the supply of the Services (the "Service Fees"). All Service Fees shall be payable monthly in accordance with the Bylaws and all accounts rendered to the Billing Address as stipulated from time to time under this Agreement.
- 5. Reconnection Fees** – the Services may be subject to a reconnection charge(s), which will be payable prior to Services being restored after being terminated due to non-conformance under this Agreement.

6. **Discontinuance** – the Services will be discontinued in accordance with requirements of this Agreement and/or the Bylaw(s) due to non-conformance including non-payment of Connection Fees and Services Fees (collectively, the “Fees”) and other accounts issued by the County. The County will discontinue service upon the request of the Customer, such discontinuance to be effective as of the earlier of (a) end of the month falling immediately after the month in which both the Customer’s request in writing or (b) as of the effective date of the replacement customer service application and agreement received from a purchaser or other transferee of the above noted Service Location.
7. **Summer Residents** – will be charged a minimum of five months a year whether they remain there for the full five months or not. Summer residents will be connected and disconnected once per year at no charge. For any additional connection or disconnections, the owner will be charged a fee as per the County’s Fee Schedule Bylaw.
8. **Rates** – the rates utilized for calculating any and all Fees are set by Council by resolution, bylaw or otherwise, and may be amended from time to time;
9. **Service Connection** – any and all couplings, service lines/connections, cisterns, and other and equipment or facilities necessary for providing the Services (the “Service Connection”) must comply with this Agreement, as well as all County standards, Bylaws and Service Policies.
10. **Access** – the County shall have the right to access the Service Location upon reasonable notice (unless in the case of an emergency) for the purposes of inspecting any Service Connection, inspecting and maintaining meters, and connecting or disconnecting the Services.
11. **Notice** – all notices to the Customer may be sent to the Billing Address. Notices to the County may be sent c/o County of St. Paul, 5015 – 49 Avenue, St. Paul, AB T0A 3A4. The Customer may amend the Billing Address, and the County may amend its address for notice, upon written notice to the other party. All notices shall be sent by registered mail, courier, or personal delivery to the designated address.
12. **Municipal Government Act** – As per Section 553(1)(a) of the Municipal Government Act the County is hereby authorized to add any unpaid Utility balance to the tax roll.
13. **Information** – the information on this form is being collected for the purpose of a municipal operation or activity under the authority of the *Freedom of Information and Protection of Privacy Act*, Section 32(c). This information will be used at the discretion and will only be used for municipal purposes. For more information contact: the Utilities Clerk at c/o the County, at the above address for notices.
14. **Application & Acceptance** – the Services and this Agreement is subject to the County’s acceptance of this application, by notice in writing confirming the acceptance, whereupon this Agreement shall come into effect. Applications may only be submitted by the land owner and the Agreement may only be entered into with the land owner.
15. **Customer Acknowledgment** - I have read and agree to the information outlined in this Agreement, the Terms and Conditions, and where applicable the Bylaws(s) and the Service Policies, and acknowledge that I will be responsible under this agreement regardless of occupation of the Service Location by any tenant(s) and/or the direction of bills to any tenant(s) at my request.

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

Date of Hook Up: _____

Customer Name: _____

Customer Name: _____

County of St. Paul

Per: _____

TERMS & CONDITIONS

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

- 1. Definitions** – capitalized terms used within these Terms and Conditions shall have the meaning applied to them within the Customer Service Application & Agreement executed by the Customer (the “Agreement”).
- 2. Customer Information** – The Customer shall provide the County with thirty (30) days prior written notice of any changes or impending changes to the Phone Number, Billing Address, or Service Location noted above. The County respects the Customer’s right to privacy, and permits the Customer to control the treatment of personal information under the privacy policy established and amended from time to time by the County (the “Privacy Policy”). Under The County’s Privacy Policy, the County will not disclose to any third party, the Customer’s name, address, email address, telephone number, or any other personal information without prior consent, except as may be required by law or contemplated within the Agreement and the Privacy Policy. Information provided by the Customer to the County may be:
 - a. disclosed in confidence to persons who, in the reasonable opinion of the County, are the agents of the Customer;
 - b. utilized by the County in carrying out the functions and operations of the County under the Agreement (including, without restriction, enforcement of any provisions of the Agreement), and the operation of the System in general; and
 - c. utilized by the County, or its agents or consultants, provided such agents or consultants agree to be bound by these provisions.
- 3. Service Limitations** – The Services offered from time to time by the County may offer a variety of pressures, volumes and quality. All Services are subject to the capacity of the System, availability water service from all upstream suppliers to the County. The Customer agrees that:
 - a. the Services are subject to the Customer’s Service Connection satisfying standards of the County and all Service Policies, and subject to the capabilities of such Service Connection;
 - b. the County cannot guarantee uninterrupted supply of Service, nor particular quality or quantity of service; and
 - c. the Services are subject to any and all limitations, restrictions or requirements, and Service Policies imposed from time to time by upstream suppliers to the County.
- 4. Application For Service** - the Customer may apply for connection or re-connection of service at the County's office and, prior to such connection or re-connection of service, the Customer shall be required to execute the County’s standard form contract which may be in use from time to time, and pay such charges as may be required pursuant to these terms and conditions.
- 5. Deemed Agreement** - where the Customer and the County have not executed a contract for the Services, the taking of the Services by the Customer and/or the payment by the Customer of the initial or any subsequent account rendered by the County shall constitute acceptance by the Customer of these terms and condition of service.
- 6. Service Supplied** - the service shall, unless otherwise agreed to, be provided at the Service Location identified within the application and service contract. Except as provided below, the County shall provide a supply of potable water to the Customer. The County may, in order to inspect, repair, overhaul, reconstruct, test, or add to the System, interrupt the supply of water. The County shall give notice so the Customer of such occurrences as shall be reasonably feasible in the circumstances.
- 7. Quantity/Quality** – the Services shall, unless otherwise agreed to, be provided to the Service Location at the pressure available. The quality and purity of the water supplied shall comply with the requirements of all applicable legislation and regulations. The County shall not be liable to the Customer in respect of the quality and purity of the water supplied under the Agreement.
- 8. No Resale/Supply** – unless otherwise agreed to and/or accepted by the County, no Customer shall permit any person to take any water supplied to the Service Location by the County to any other premises for the use of any other persons. If it comes to the knowledge of the County that any Customer has permitted the removal or resale of water without consent, in addition to any other rights or remedies available the County may discontinue the Services to the Customer, or charge such Customer for each billing period during which such removal or resale has occurred at a rate as if there were two (or more if applicable) Customers with the total water consumption divided between the users.
- 9. Right Of Way** - the Customer shall provide, without cost to the County, the right on, over or under land or any buildings owned, leased or under easement by the Customer, a satisfactory easement, right of way, space and location for the County’s facilities required to provide service to the Customer. The County shall have the right of free access to the Customer's property for meter reading or the installation, maintenance, inspection or removal of its equipment and systems.
- 10. Accounts** - accounts shall be rendered annually, monthly, bi-monthly, quarterly or at such other interval as the Agreement may direct or as the County may subsequently elect. The County reserves the right, in the event of being unable to obtain a reading of the water meter, to render its account based on an estimate without prejudice to its right to render a further bill after the meter is read. Accounts are due and payable when rendered and may be paid directly to the County or any authorized collections agent. All amounts in arrears more than 20 days after being due and payable shall be subject to interest at the rate established from time to time by the County to maximum of 1.5% per month (18% per annum) calculated from the due to the date that payment is received by the County.
- 11. Commencement Of Billing** - the initial billing period shall commence with the supply of water, but not later than 30 days after the County has made service available at the Service Location.
- 12. Security Deposit** - where the Customer’s use of the Services is temporary, or the Customer’s credit rating is not satisfactory, or the Customer's service has been disconnected for non-payment of account, the County may collect from the Customer a security deposit in an amount up to the amount equal to the estimated regular six-month billing. An annual review shall be made of all deposits held for two or more years. Where the Customer's credit rating is satisfactory and regular payments have been made as required, the Customer may elect to release the security deposit, in whole or in part. Upon disconnection of service the security deposit shall be applied to any indebtedness of the Customer to the County with the balance, if any, to be refunded to the Customer without interest.
- 13. Customer Contribution** - the County may collect a customer contribution comprised of any one or more of the following:
 - a. **Special Construction** – a construction contribution representing the additional cost to the County in providing the connection to the System over any above the standard Connection Fee(s) charged by the County;
 - b. **Construction Advance** - when the County considers a new service to require special and/or additional expense due to Customer requirements an advance in the amount estimated by the County may be required;
 - c. **Optional Facilities** – a charge for any facilities provided at the Customer’s request, over and above those that the County would provide in a standard service. The Customer would be responsible for the entire cost of such facilities, which may be evidenced by a further agreement with the Customer which would define those costs. Ownership of all facilities shall remain with the County.
 - d. **Temporary Facilities** - for facilities intended to serve for a relatively short time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Issue Summary Report

7.2. FEE SCHEDULE BYLAW - 2014-22

#20140801009

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Bylaw 2014-22 is being amended to set the fees for several utilities services and for the licensing of undeveloped road allowances. The amendments are in red.

Recommendation

Motion to give first reading to Bylaw 2014-22, Fee Schedule Bylaw.

Motion to give second reading to Bylaw 2014-22.

Motion to present Bylaw 2014-22 at this meeting for third reading.

Motion to give third and final reading to Bylaw 2014-22.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2014-22

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to establish a Fee Schedule Bylaw.

WHEREAS, pursuant to provisions of the Municipal Government Act, 2000, Chapter M-26.1 with amendments thereto it is deemed desirable to set fees for goods and services provided or made available by the County of St. Paul;

WHEREAS, the fees approved by this bylaw will replace existing fees in a number of bylaws; and

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

1. The Schedule of Fees, attached to and forming Schedule “A” of this bylaw is adopted;
2. Schedule A to this bylaw will be reviewed by Council on an annual basis; and
3. The fees contained in the following bylaws are repealed and replaced by the fees approved by this bylaw:

Bylaw 1179	Cash Deposit – Municipal Elections
Bylaw 1275	Noise Bylaw
Bylaw 1304	Assessment Appeals
Bylaw 1313	Dog Control Bylaw
Bylaw 1401	Fire Protection Bylaw
Bylaw 1426	Off Highway Vehicle Bylaw
Bylaw 1445	Cemetery Bylaw
Bylaw 1484	Corridor Regulation Bylaw
Bylaw 1555	Subdivision processes and appeals Bylaw
Bylaw 1556	Airport Committee Bylaw
Bylaw 1568	Records and Data Retrieval Bylaw
Bylaw 1574	Utilities Bylaw
Bylaw 1624	Tax Penalty Bylaw

4. **That Bylaw No. 2014-11 is hereby repealed.**

This Bylaw comes into force and effect upon its final passing thereof.

Read a first time in Council this 12th day of August, A.D. 2014.

Read a second time in Council this 12th day of August, A.D. 2014.

Read a third time in Council and duly passed this 12th day of August, A.D. 2014.

Reeve

Chief Administrative Officer

Schedule A

Administration- 12	
<u>Credit Cards</u>	
Credit card acceptance fee	3%
<u>Data Retrieval</u>	
Administration Fee	\$10.00 per 1/4 hour
Photocopying Fee	No charge for first 50 pages \$0.25/page for each additional page (Provided on CD or DVD) - \$5.00
Electronic Copy Fee	Cost of retrieval + 10%
Outside Retrieval Fee	
<u>Election Deposit (cash)</u>	\$100.00
<u>NSF Cheques</u>	\$20.00
<u>Promotional Items (Shirts, Caps, Flags etc.)</u>	Cost Recovery
<u>Geographical Information System</u>	
Custom GIS Mapping/ Analysis	\$65.00
<u>Maps</u>	
County Land Ownership	\$15.00
Parcel Map 8.5"x11"	\$5.00 for non owners
Parcel Map 11" x 17"	\$5.00 for non owners
Parcel Map 18"x24"	\$10.00
Subdivision	\$0 for owners
Subdivision	\$5 for non owners
Map Binder of all Subdivisions	\$75.00
Postage on Map Sales	\$13.00
<u>Ortho Photo</u>	
8.5"x11"	\$10.00 for non owner
11" x 17"	\$12.00 for non owner
18" x 24"	\$12.00 for non owner
No mass sales as per agreement	
<u>Rural Address</u>	
Rural Address Binders	\$100.00
Rural Address Replacements Signs	Cost Recovery
Rural Address New Signs	\$0
<u>Assessment & Taxation</u>	
Tax Certificates	\$20.00
Tax Searches	\$20.00
Re-print Tax Notices	\$10.00
Assessment Appeals- Residential	\$50.00
Assessment Appeals- Non Residential (refundable if Successful)	\$200.00

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Assessment Records to Landlord	\$0
Assessment Records to Firms (per roll number)	\$20.00
<u>Tax Notifications</u>	
Registering Tax Notification	\$25.00
Discharge Tax Notification	\$0
<u>Tax Recovery Process</u>	
Admin Fee	As per MGA 427(1)(d)
Final Acquisition	No Charge
Revival of Title	Cost
Tax Sale	\$50.00
<u>County Office</u>	
Lower Level Board Room- ½ day	\$50.00
Lower Level Board Room -1 day	\$75.00
<u>Noise Bylaw Offence</u>	
1 st Offence	\$100.00
2 nd Offence	\$200.00
3 rd Offence	\$500-\$2500
<u>Off Highway Vehicle</u>	
1 st Offence	\$50.00
<u>Muni-Corr</u>	
Guilty of an Offence- 1 st Offence	\$1,000.00
2 nd Offence	\$2,000.00
<u>Penalties Unpaid Taxes</u>	
July 1 st	3%
December 1 st	10%
February 1 st	10%
<u>Access to Information (FOIP)</u>	
	As per Freedom of Information & Protection of Privacy Regulations
<u>Safety Codes Act Offences</u>	
	As per Safety Codes Act
Fire-23	
<u>Fire</u>	
Extinguish Fire Call	\$300.00
Open Air Fires:	
1 st Offence	Not to Exceed \$5000.00
2 nd & Subsequent Offences	Not to Exceed \$10,000.00
<u>District Fire Dept Responds</u>	
District Fire Dept Responds	\$250.00 each Hour or Fraction
Each additional fire fighter	\$20.00 per hour portion

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Anyone not complying with Bylaw	
- 1 st Offence	\$300.00
- 2 nd Offence within one year period	\$500.00
- 3 rd Offence or subsequent offence within one year period	\$1,000.00
Issuance of a Violation Ticket	Not less than \$300.00 & not more than \$10,000.00

PW 32

Cemeteries

Interment Plots- 5'x10'

One Cremation in existing Plot	\$200.00
2 nd Interment in existing Plot	\$300.00

Cremation Plots

5'x10'	\$600.00
2 nd interment in same plot	\$200.00

Newborn/ Infant Plots

\$200.00

Snow Plow Flags

\$20.00/ one time plow

Gravel- Private Sales

\$15.00/ yd delivered – 1st 20 cubic yds
\$25.00/yd delivered – max 80 cubic yds

\$10.00/yd self haul - 1st 20 cubic yds
\$20.00/ yd self haul – max 80 cubic yds

Custom Grader Work

\$60.00/hr

Unightly Properties

\$250 Administration Fee on any cleanup

Travis – MJ

\$20 Permit Application Fee
\$20 Permit Cancellation Fee

Airport -33

Airport Parking Fees- Grass	- \$200.00 per unit per year - \$125.00 per unit per half-year (six months) - \$5.00 per unit overnight fee - \$5.00 per unit plug-in fee
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Aircraft Parking Fees- Tarmac	\$10.00 per day (min Of four hours) or \$100.00 per month \$100.00 per day for agricultural spray planes
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Hangar Land Lease Rates	As per Agreement approved by the St. Paul Airport Committee.
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Notes: i) Fees for Grass area will not be applied to aircraft on lease lot

Water & Sewer 41/42

Monthly Utility Rates

Lottie Lake

-Water Service Fee	\$20.00
-Consumption (Water - \$1.25 per cubic meter)	

Mallaig

-Water Service Fee	\$12.00
-Sewer Service Fee	\$20.00
-Consumption- (Water- \$1.35 per cubic meter)	

Ashmont

-Water Service Fee	\$12.00
-Sewer Service Fee	\$10.00
-Consumption- (\$1.50 per cubic meter)	

Ashmont Regional

-Service charge	\$50.85
-Consumption (Water-\$0.54 per cubic Meter)	

Elk Point Regional

-Service charge	\$51.64
-Consumption (Water-\$1.40 per cubic Meter)	

Exceptions to the above rates are as follows

Mallaig

Account No.	Name	Amount	Service
20049.1	Mallaig Arena	\$20.00/\$20.00	Flat Water/Sewer
20054.1	Heritage Homes	\$92.00	Flat Sewer
20055.1	Mallaig School	\$284.00	Flat Sewer
20077.1	Mallaig Curling Rink/Hall	\$20.00/\$20.00	Flat Water/Sewer

Ashmont

30009.1	Ashmont School	\$200.00	Flat Sewer
30012.1	Heritage Homes	\$50.00	Flat Sewer
30002.1	Ashmont Agriplex	\$12.00/\$10.00	Flat Water/Sewer

Sewer Work	\$150.00/ hour, Minimum of 2 hours
Frozen water Line	\$150.00/ hour, Minimum of 2 hours
Valve Change	Hourly Rate, Plus Parts
Frost Plate	\$150.00
Power Auger	\$150.00/ hour, Minimum of 2 hours
Water Thawer	\$150.00/ hour, Minimum of 2 hours
Snake	\$150.00/ hour, Minimum of 2 hours

Anyone who contravenes any provision of the Utility Bylaw and is found guilty of an offence as per section 5 – Protection of Utility Services	Not less than \$1000.00 & not more than \$2500.00
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Reconnection Fee	\$100.00
Not a Registered Owner	\$150.00

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Connection to Regional Line

At Cost

Summer Residents

For Any Additional Connections/ Disconnections Per year
A Minimum of 5 months a year

\$30.00
charge for 5 months whether they remain
for the full five months or not

New Water Service Connection

\$1500.00 Incl. cc valve, stem & casing,
water meter, & inspection

Service Connection

\$1000.00 (includes inspection)

Waste- 43

Waste Bin Rental Fees

3 yard bin:

- Once per month	\$64.80
- Every 2 Weeks	\$75.60
- Once per Week	\$86.40

4 yard bin:

- Once per month	\$75.60
- Every 2 Weeks	\$86.40
- Once per Week	\$97.20

6 Yard Bin:

- Once per month	\$ 81.00
- Every 2 Weeks	\$ 91.80
- Once per Week	\$102.60

Commercial Rentals will be charged extra monthly \$ 25.00

Roll off bin

- Monthly	\$135.00
- Weekly	\$ 33.75

-Plus Bin delivery/removal: \$110.00/hr

-Plus Landfill Tipping Fee: As Per site attendant

Agriculture Service Board-62

Dog Fines

Offence	Violation Tag Penalty	1st Offence Penalty for Violation Ticket	2nd Offence Penalty for Violation Ticket
Dog at large			
- Vicious Dogs	\$100.00	\$250.00	\$500.00
- Restricted Dogs	\$100.00	\$250.00	\$500.00
- Other Dogs	\$ 50.00	\$250.00	\$500.00
- Female in heat	\$ 20.00	\$ 30.00	\$ 50.00
- Barking, Howling	\$ 20.00	\$ 30.00	\$ 50.00
- Damage to property	\$ 20.00	\$ 30.00	\$ 50.00
- Dog in prohibited area	\$ 20.00	\$ 30.00	\$ 50.00
- More than 2 dogs on property	\$ 20.00	\$ 30.00	\$ 50.00

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

- Threatening/ attacking a person	\$ 20.00	\$ 30.00	\$ 50.00
- Chasing a person	\$ 20.00	\$ 30.00	\$ 50.00
- Attacking, harassing, injuring or killing an animal	\$ 20.00	\$ 30.00	\$ 50.00
- Vicious or restricted dog not confined or on leash	\$100.00	\$250.00	\$500.00
- Interfering with Dog Control Off.	\$ 30.00	\$ 50.00	\$100.00

Agriculture - Rental Equipment

Rental Equipment	Damage Deposit	Rental
- Post Pounder	\$100.00	\$80.00/day \$160.00/day
- Cattle Weigh Scale (Imperial)	\$ 50.00	\$20.00
- Portable Corrals and Loading Chute	\$ 50.00	\$20.00
- Insecticide Sprayer 200 gal	\$ 50.00	\$43.00
- Herbicide Sprayer 175 gal	\$ 50.00	\$43.00
- Tree Planter	\$ 50.00	N/C
- Skunk Traps	\$ 20.00	N/C
- 16' Land roller \$3.00/ac minimum charge \$225.00		
- 30' Land roller \$3.00/ac minimum charge \$300.00		

Mouse Poison

\$2.00/bag

Beaver Control

\$200/dam removed

Planning & Development- 66

Planning Documents

Land Use Bylaw- Document	\$25.00
Land Use Bylaw- Disc	\$10.00
Municipal Development Plan- Document	\$25.00
Municipal Development Plan- Disc	\$10.00
Area Structure Plan- Document	\$25.00
Area Structure Plan-Disc	\$10.00
St. Paul InterMunicipal Development Plan- Document	\$25.00
St. Paul InterMunicipal Development Plan- Disc	\$10.00
Elk Point InterMunicipal Development Plan- Document	\$25.00
Elk Point InterMunicipal Development Plan- Disc	\$10.00

Undeveloped Road Allowance Licensing Applications

Application Fee	\$250.00
Annual License Fee	\$100.00

Subdivision Applications

Application Fee	\$400.00 plus \$150.00 per lot to be created
Endorsement Fee	\$100.00 per lot
Extension (1year)	\$100.00 per file
Municipal Reserve	Cash in lieu - \$900.00 per acre

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Appeal Fee	\$200.00
Requests for time extensions	\$100 – Sec. 657(6) of the Act made to the subdivision Authority
Copy of Current Land Title	\$20.00
Copy of ERCB Abandoned Well Records	\$20.00

Development Permits

Portable Accessory Building, Deck	\$ 50.00
-If all distances are met-	\$100.00
-If we have to advertise-	\$200.00
Access Dev. on Municipal Res. less than 5 meters in length	\$ 50.00
Access Dev. on Municipal Res. more than 5 meters in length	\$100.00
Signs	\$ 25.00 per \$1000.00 value of construction
Development - Secondary RV Unit	\$ 50.00 per year
Development of County Ordered Structures; Not requiring a Permit Appeal	\$200.00

Building Permits

Residential - Permit Fee

Single Family Dwelling (Main Floor & Second Floor)	\$0.47/sq.ft + scc levy
Single Family Dwelling (Attached Garage)	\$0.07/sq.ft. + scc levy
<i>Minimum Fee: \$300.00; Maximum Fee \$1,000.00 (attached garage not included)</i>	
Building - Access Development on Municipal Reserve less than 5 meters in length	\$50.00 + scc levy
Building - Access Development on Municipal Reserve more than 5 meters in length	\$100.00 + scc levy

Modular/Mobile Home/ RTM

Home Relocation on Foundation, Basement or Crawlspace (minimum permit fee \$350.00)	\$0.30/sq.ft. + scc levy
Modular/RTM (minimum permit fee \$300.00)	\$0.25/sq.ft. + scc levy
Manufactured Home (Mobile Home)	\$200.00 + scc levy
Additions, Renovations, Basement Development (minimum permit fee \$125.00 ** maximum permit fee \$300.00)	\$0.25/sq.ft. + scc levy

Demolitions (Residential)

Residential Demolition	No Charge
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Minor Residential

Garage/shop (over 250sq.ft.) (minimum permit fee \$125.00 + scc levy)	\$0.25/sq.ft. + scc levy
Cold Storage Shop/unheated (minimum fee \$125.00 + maximum fee \$300.00 + scc levy)	\$0.25/sq.ft. + scc levy
Carport (minimum permit fee \$100.00 + scc levy)	\$0.18/sq.ft. + scc levy
Garden Storage Shed (250 sq. ft and under)	\$75.00 + scc levy

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Sheds (144 sq.ft. and under do not require a development permit)

Additions (minimum permit fee \$125.00)	\$0.25/sq.ft. + scc levy
Decks (500 sq.ft. and under), if not included in new construction	\$50.00. + scc levy
Decks (over 500 sq.ft.), if not included in new construction	\$100.00. + scc levy
Gazebo (250 sq.ft. and under)	\$75.00+ scc levy
Gazebo (over 250 sq.ft.) minimum permit fee \$125.00 + scc levy	\$0.25/sq.ft. + scc levy
Wood Burning Stove, Fireplace (if not included in new construction)	\$100.00 + scc levy
Outdoor Privy (complete with holding tank)	\$100.00 + scc levy

Commercial: New & Renovations- Total Permit Fee (per \$1,000 Value)

First \$1,000,000	\$5.00 + scc levy
Over \$1,000,000	\$3.00 + scc levy
Minimum Fee: \$300.00	

Demolition (Commercial)

Commercial Demolition	\$150.00 + scc levy
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Compliance Certificates

Compliance Certificates	\$125.00
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Add 4% Safety Codes Council fee for each Permit issued with a minimum of \$4.50 and a maximum of \$560.00

Electrical Permit

New Residential Single Family Dwellings, Additions, Attached Garage

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$130.00 + scc levy	\$100.00 + scc levy
1201-1500	\$135.00 + scc levy	\$105.00 + scc levy
1501- 2000	\$140.00 + scc levy	\$110.00 + scc levy
2001-2500	\$150.00 + scc levy	\$120.00 + scc levy
2501-3500	\$160.00 + scc levy	\$130.00 + scc levy
Over 3500	\$160.00 + \$0.10 / sq ft	\$130.00 plus \$0.10 /sq ft.
RTM Home/Mobile Home	\$100.00 + scc levy	\$100.00 + scc levy

*Other than New Single Family Residential
(basement development, garage, addition, renovation, minor work)*

Detached Garage/Accessory Building

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200 sq. ft.	\$100.00 + scc levy	\$75.00 + scc levy
Over 1200 sq. ft.	\$100.00 + \$0.10 / sq. ft.	\$75.00 + \$0.10 / sq. ft.
Maximum Permit Fee \$150.00 + scc levy		

Basement Development/Renovations

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$100.00 + scc levy	\$75.00 + scc levy
Over 1200 sq.ft.	\$100.00 + \$0.10 / sq. ft.	\$75.00 + \$0.10 / sq. ft. + scc levy

Maximum Permit Fee \$150.00 + scc levy
 Permanent Service Connection Only
 Temporary Power/Underground Service
 Annual Electrical Permit

\$50.00 + scc levy
 \$50.00 + scc levy
 \$400.00 + scc levy

Add 4% Safety Codes Council Fee for each Permit issued with a minimum of \$4.50 and a maximum of \$560.00

Electrical **Non- Residential Installations**

Installation Cost	Permit Fee - not including SCC levy*	Installation cost	Permit Fee - not including SCC levy*
0 - 1,000.00	\$75.00	38,001.00 - 39,000.00	\$430.00
1,001 - 1,500.00	\$85.00	39,001.00 - 40,000.00	\$445.00
1,500.01 - 2,000.00	\$95.00	40,001.00 - 41,000.00	\$460.00
2,000.01 - 2,500.00	\$100.00	41,001.00 - 42,000.00	\$475.00
2,500.01 - 3,000.00	\$105.00	42,001.00 - 43,000.00	\$490.00
3,000.01 - 3,500.00	\$110.00	43,001.00 - 44,000.00	\$505.00
3,500.01 - 4,000.00	\$120.00	44,001.00 - 45,000.00	\$520.00
4,000.01 - 4,500.00	\$130.00	45,001.00 - 46,000.00	\$535.00
4,500.01 - 5,000.00	\$135.00	46,001.00 - 47,000.00	\$550.00
5,000.01 - 5,500.00	\$140.00	47,001.00 - 48,000.00	\$565.00
5,500.01 - 6,000.00	\$145.00	48,001.00 - 49,000.00	\$580.00
6,000.01 - 6,500.00	\$150.00	49,001.00 - 50,000.00	\$595.00
6,500.01 - 7,000.00	\$155.00	50,001.00 - 60,000.00	\$610.00
7,000.01 - 7,500.00	\$160.00	60,001.00 - 70,000.00	\$625.00
7,500.01 - 8,000.00	\$175.00	70,001.00 - 80,000.00	\$640.00
8,000.01 - 8,500.00	\$180.00	80,001.00 - 90,000.00	\$655.00
8,500.01 - 9,000.00	\$185.00	90,001.00 - 100,000.00	\$680.00
9,000.01 - 9,500.00	\$190.00	100,001.00 - 110,000.00	\$705.00
9,500.01 - 10,000.00	\$195.00	110,001.00 - 120,000.00	\$730.00
10,000.01 - 11,000.00	\$205.00	120,001.00 - 130,000.00	\$755.00
11,000.01 - 12,000.00	\$215.00	130,001.00 - 140,000.00	\$780.00
12,000.01 - 13,000.00	\$225.00	140,001.00 - 150,000.00	\$805.00

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

13,000.01 - 14,000.00	\$230.00	150,001.00 - 160,000.00	\$830.00
14,000.01 - 15,000.00	\$235.00	160,001.00 - 170,000.00	\$855.00
15,000.01 - 16,000.00	\$240.00	170,001.00 - 180,000.00	\$880.00
16,000.01 - 17,000.00	\$245.00	180,001.00 - 190,000.00	\$905.00
17,000.01 - 18,000.00	\$255.00	190,001.00 - 200,000.00	\$930.00
18,000.01 - 19,000.00	\$260.00	200,001.00 - 210,000.00	\$955.00
19,000.01 - 20,000.00	\$265.00	210,001.00 - 220,000.00	\$1,005.00
20,000.01 - 21,000.00	\$270.00	220,001.00 - 230,000.00	\$1,055.00
21,000.01 - 22,000.00	\$275.00	230,001.00 - 240,000.00	\$1,105.00
22,000.01 - 23,000.00	\$280.00	240,001.00 - 250,000.00	\$1,155.00
23,000.01 - 24,000.00	\$285.00	250,001.00 - 300,000.00	\$1,205.00
24,000.01 - 25,000.00	\$290.00	300,001.00 - 350,000.00	\$1,255.00
25,000.01 - 26,000.00	\$295.00	350,001.00 - 400,000.00	\$1,330.00
26,000.01 - 27,000.00	\$305.00	400,001.00 - 450,000.00	\$1,405.00
27,000.01 - 28,000.00	\$315.00	450,001.00 - 500,000.00	\$1,480.00
28,000.01 - 29,000.00	\$325.00	500,001.00 - 550,000.00	\$1,555.00
29,000.01 - 30,000.00	\$335.00	550,001.00 - 600,000.00	\$1,630.00
30,000.01 - 31,000.00	\$345.00	600,001.00 - 650,000.00	\$1,730.00
31,000.01 - 32,000.00	\$355.00	650,001.00 - 700,000.00	\$1,830.00
32,000.01 - 33,000.00	\$365.00	700,001.00 - 750,000.00	\$1,930.00
33,000.01 - 34,000.00	\$375.00	750,001.00 - 800,000.00	\$2,030.00
34,000.01 - 35,000.00	\$385.00	800,001.00 - 850,000.00	\$2,130.00
35,000.01 - 36,000.00	\$395.00	850,001.00 - 900,000.00	\$2,280.00
36,000.01 - 37,000.00	\$405.00	900,001.00 - 950,000.00	\$2,430.00
37,000.01 - 38,000.00	\$415.00	950,001.00 - 1,000,000.00	\$2,580.00

Add 4% Safety Codes Council fee for each Permit issued with a minimum of \$4.50 and a maximum of \$560.00

Gas Permit Fee Schedule

New Residential Single Family Dwellings

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$130.00 + scc levy	\$100.00 + scc levy
1201-1500	\$135.00 + scc levy	\$105.00 + scc levy
1501-2000	\$140.00 + scc levy	\$110.00 + scc levy
2001-2500	\$150.00 + scc levy	\$120.00 + scc levy
2501-3500	\$160.00 + scc levy	\$130.00 + scc levy
Over 3500	\$160.00 + \$0.10 / sq ft	\$130.00 + \$0.10 / sq ft
RTM Home/Mobile Home		\$100.00 + scc levy
Minor Work (replace furnace, hot water tank)		\$60.00 + scc levy

Number of Outlets	Home Owner Fee	Contractor Fee
1 to 3	\$125.00 + scc levy	\$100.00 + scc levy

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

4	\$130.00 + scc levy	\$105.00 + scc levy
5	\$135.00 + scc levy	\$110.00 + scc levy
6	\$140.00 + scc levy	\$115.00 + scc levy
7	\$145.00 + scc levy	\$120.00 + scc levy
8	\$150.00 + scc levy	\$125.00 + scc levy
9	\$155.00 + scc levy	\$130.00 + scc levy
10	\$160.00 + scc levy	\$135.00 + scc levy
Over 10	\$160.00 + \$10.00/outlet over 10	\$135.00 + \$10.00/outlet over 10

Description	Permit Fee - not including SCC Levy
Propane Tank Set (does not include connection to appliance)	\$100.00 + scc levy
Temporary Heat	\$75.00 + scc levy

Gas for Non-Residential

BTU Input	Permit Fee not including SCC Levy
0 to 150,000	\$100.00
150,001 to 250,000	\$110.00
250,001 to 350,000	\$120.00
350,001 to 500,000	\$130.00
500,001 to 750,000	\$150.00
750,001 to 1,000,000	\$170.00
Over 1,000,000	\$170.00 + \$50.00 / 1,000,000 (or portion of) over 500,000 BTU

Description

Residential Propane Tank Set (does not include connection to appliance)	\$50.00 + scc levy
Propane Tank Set (does not include connection to appliance) Add \$50.00 for each additional tank set Add \$50.00 when connecting to vaporizer	\$100.00 + scc Levy

Temporary Heat

BTU's	Permit Fee-Not including SCC levy
0 to 250,000	\$100.00
250,001 to 500,000	\$225.00
Over 500,000	\$225.00 + \$10.00 / 100,00 BTU (or Portion of) over 500,000 BTU

Add 4% Safety Codes Council Fee for each Permit Issued with a Minimum of \$4.50 and a Maximum of \$560.00

Plumbing- New Residential Single Family Dwellings

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$130.00 + scc levy	\$100.00 + scc levy
1201-1500	\$135.00 + scc levy	\$105.00 + scc levy
1501-2000	\$140.00 + scc levy	\$110.00 + scc levy
2001-2500	\$150.00 + scc levy	\$120.00 + scc levy
2501-3500	\$160.00 + scc levy	\$130.00 + scc levy
Over 3500	\$160.00 + \$0.10 / sq. ft.	\$130.00 + \$0.10 / sq. ft.

RTM Home/Mobile Home

\$100.00 + scc levy

Minor Work

\$60.00 + scc levy

Number of Fixtures	Home Owner Fee	Contractor Fee
1	\$125.00 +scc levy	\$100.00 + scc levy
2	\$125.00 + scc levy	\$100.00 + scc levy
3	\$125.00 + scc levy	\$100.00 + scc levy
4	\$125.00 + scc levy	\$100.00 + scc levy
5	\$130.00 + scc levy	\$105.00 + scc levy
6	\$130.00 + scc levy	\$105.00 + scc levy
7	\$135.00 + scc levy	\$110.00 + scc levy
8	\$140.00 + scc levy	\$115.00 + scc levy
9	\$145.00 + scc levy	\$120.00 + scc levy
10	\$150.00 + scc levy	\$125.00 + scc levy
11	\$155.00 + scc levy	\$130.00 + scc levy
12	\$160.00 + scc levy	\$135.00 + scc levy
13	\$165.00 + scc levy	\$140.00 + scc levy
14	\$170.00 + scc levy	\$145.00 + scc levy
15	\$175.00 + scc levy	\$150.00 + scc levy
16	\$180.00 + scc levy	\$155.00 + scc levy
17	\$185.00 + scc levy	\$160.00 + scc levy
18	\$195.00 + scc levy	\$170.00 + scc levy
19	\$200.00 + scc levy	\$175.00 + scc levy
20	\$205.00 + scc levy	\$180.00 + scc levy
Over 20	\$205.00 + \$5.00 / fixture over 20	\$180.00 + \$5.00 / fixture over 20

Private Sewage Permit

Description	Home Owner Fee	Contractor Fee
Holding Tank	\$80.00 + scc levy	\$60.00 + scc levy
Open Surface Discharge	\$160.00 + scc levy	\$120.00 + scc levy
Fields / Mounds	\$160.00 + scc levy	\$120.00 + scc levy
Any system with Treatment Plant	\$400.00 + scc levy	\$200.00 + scc levy

Appendix 1 for 7.2.: Bylaw No. 2014-22 - Fee Schedule Bylaw

Add 4% Safety Codes Council Fee for each Permit Issued with a Minimum of \$4.50 and a Maximum of \$560.00

Electrical Permit - New Residential Single Family Dwellings, Additions, Attached Garage

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$130.00 + scc levy	\$100.00 + scc levy
1201-1500	\$135.00 + scc levy	\$105.00 + scc levy
1501-2000	\$140.00 + scc levy	\$110.00 + scc levy
2001-2500	\$150.00 + scc levy	\$120.00 + scc levy
2501-3500	\$160.00 + scc levy	\$130.00 + scc levy
Over 3500	\$160.00 + \$0.10 / sq. ft.	\$130.00 + \$0.10 / sq. ft.
RTM Home/Mobile Home	\$100.00 + scc levy	\$100.00 + scc levy

Other than New Single Family Residential (basement development, garage, addition, renovation, minor work)

Detached Garage/ Accessory Building

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200 sq.ft.	\$100.00 + scc levy	\$75.00 + scc levy
Over 1200 sq.ft.	\$100.00 + \$0.10 / sq.ft.	\$75.00 + \$0.10 / sq.ft.

Maximum Permit Fee \$150.00 + scc levy

Basement Development/ Renovations

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200sq.ft.	\$100.00+ scc levy	\$75.00 + scc levy
Over 1200 sq.ft.	\$100.00 + \$0.10 / sq.ft.	\$75.00 + \$0.10/ sq. ft. + scc levy
Maximum Permit Fee \$150.00 + scc levy		
Permanent Service Connection Only		\$50.00 + scc levy
Temporary Power/ Underground Service		\$50.00 + scc levy
Annual Electrical Permit		\$400.00 + scc levy

Add 4% Safety Codes Council Fee for each Permit Issued with a Minimum of \$4.50 and Maximum of \$560.00

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which is commenced without approval.

Parks-74

Campground Fees

Gazebo	\$100.00
Wood	\$10.00/wheel barrow

Westcove

- Non Power	\$25.00
- Power	\$35.00
- Day Use for Spray Park	\$ 2.00

Floating Stone, Lac Bellevue, Stoney Lake

- Non Power	\$20.00
- Power	\$30.00



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

Issue Summary Report

7.3. BENEFITS POLICY - PER 4

#20140801003

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Policy PER-4 is being presented to Council to approve changes to the County's benefits program for employees. This Policy was brought before the Policy Committee on August 1, 2014.

Recommendation

Motion to approve Policy PER-4 as it relates to the provision of benefits for County employees as per the recommendations of the Policy Committee.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL #19

Policy Number

PER-4

Title
Benefits

Page 1 of 3

Date Approved

April 11, 2006

Policy

All employees working 30 hours or more and elected officials are entitled to the following benefits subject to each plan's eligibility conditions:

A) Groupsource Ltd. Partnership

The following benefits are conditions of employment subject to the following effective dates of coverage:

Full Time Employees

- Complete a 1 month waiting period
- Waiting period can be waived if transferring from another group

Seasonal Employees

- Complete 1 season

Elected Officials

- No waiting period

- 1) Life Insurance; Accidental Death & Dismemberment
- 2) Long Term Disability
- 3) Employee Assistance Program

The following benefits are optional at the discretion of the employee:

- 4) Extended Health
- 5) Dental
- 6) Voluntary Life Insurance
- 7) Voluntary Critical Illness
- 8) Voluntary Accident
- 9) Health Care and Wellness Spending Account

Benefits

COUNTY OF ST. PAUL NO. 19Date Approved *April 11, 2006*

Page 2 of 3

Policy Number PER-4

B) Groupsource Ltd. Partnership

The Health Care and Wellness Spending Account provides reimbursement of eligible Medical, Dental and Wellness expenses with pre-tax dollars. CRA Guidelines govern administration. Employer funds the account with credits which are not taxable to employees. The account will be prorated for seasonal employees. The County will be adding the wellness portion of the account as of January 1, 2015

C) Local Authorities Pension Plan (Excluding Elected Officials)

Membership is compulsory for full-time permanent employees. Full time under membership rules, means the employee regularly works not fewer than thirty (30) hours per week, over the period deemed by the employer to be a normal working year.

D) Sick Leave

Full-time employees are allowed to accumulate a total of 1.5 days sick leave per month to a maximum of eighteen (18) days per year. Permanent part-time/seasonal employees are allowed sick leave entitlement on a pro-rated basis.

Sick leave days may be accumulated up to one hundred twenty (120) working days.

E) Workers Compensation

All Employees are covered as per Workers' Compensation Board legislation.

All employees must report all work-related injuries to the immediate supervisor and in turn to the County Office/Shop within seventy-two (72) hours of the accident/injury.

Premiums

The Employee portion of the premium will be deducted from their cheque, and the County of St. Paul shall pay the Employer portion. The Employee-Employer ratio for the premium will be:

COUNTY OF ST. PAUL #19**Benefits**

Date Approved <i>April 11, 2006</i>	Page 3 of 3	Policy Number PER-4
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Benefit	Employer %	Employee %
- Extended Health	80	20
- Group Life	80	20
- Accidental Death & Dismemberment	80	20
- Long Term Disability (Full-time Employees only)	80	20
- Dental	80	20
- Voluntary Life		100
- Voluntary Accident		100
- Voluntary Critical Illness		100
- WCB	100	
- Employee Assistance Program	100	
- Health and Wellness Spending Account	100	

All Councillors may participate in the eligible benefits with the County at the same premium ratio as Employees.

During periods of layoff for those returning seasonal employees and those on maternity leave, the County of St. Paul will allow members to remain under the Employers plan for Groupsource benefits. Employees will pay full premiums and leave post dated cheques with the payroll department.

	Date
Approved by Council	September 14, 2010
Amended	March 13, 2012
Amended	



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

Issue Summary Report

7.4. HAZARD ASSESSMENT POLICY - SAF 35

#20140801004

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Policy SAF-35 is being presented to Council to approve changes to the County's safety program. This Policy was brought before the Policy Committee on August 1, 2014.

Recommendation

Motion to approve Policy SAF-35 as it relates to the conducting of hazard assessments on County worksites as per the recommendations of the Policy Committee.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL #19

Policy Number

SAF-35

Title
Hazard Assessment Policy

Page 1 of 1

Date Approved

April 11, 2006

Objective: The County of St. Paul aims to control the losses of human and material resources, correct unsafe acts and hazardous conditions, and ensure compliance with County rules, policies, procedures, legislation, and directives.

Procedure: The County will routinely carry out hazard assessments at all facilities and job sites to evaluate and control hazards which exist or those which may happen.

The Chief Administrative Officer is responsible for the overall operation of the program. Safety supervisors along with site supervisors are responsible for leading the hazard assessment process. Management and Council will make corrections and control hazards through administrative controls, engineering controls, and the use of personal protective equipment.

Hazard Assessment Checklist:

A checklist is available from the Safety Coordinator when a Hazard Assessment is to be conducted. Further information can be obtained from Occupational Health and Safety Regulations.

Hazard assessments will be reviewed weekly if job conditions have not changed and annually for generic hazard assessments. Hazard assessments will be completed more frequently as new tasks are being performed or as the job conditions change.

Assessments will proceed as follows:

- Assemble the people that will be involved
- Discuss the possible hazards with employees
- Tour the entire operation
- Look for possible hazards originating from environment, material, equipment, and people as previously outlined
- Keep asking, "what if?"

Appendix 1 for 7.4.: Hazard Assessment Policy

- Mark on the checklist all items that need attention
- Review the findings with employees and solicit their input for control measures
- Rank the items on a “worst first” basis
- Take corrective action and recommendations for the control of hazards (ie: Safe Work Practices and Job Procedures, Personal Protective Equipment, etc.)
- Monitor and follow up to ensure corrective action is taken

	Date
Approved by Council	September 14, 2010
Amended	
Amended	



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

Issue Summary Report

7.5. INSPECTION POLICY - SAF 39

#20140801005

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Policy SAF-39 is being presented to Council to approve changes to the County's safety program. This Policy was brought before the Policy Committee on August 1, 2014.

Recommendation

Motion to approve Policy SAF-39 as it relates to the County's safety inspections as per the recommendations of the Policy Committee.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL #19**Policy Number****SAF-39****Title**
Inspection Policy**Page 1 of 1****Date Approved*****April 11, 2006*****Objective:**

The County of St. Paul No. 19 aims to control losses of human and material resources, correct unsafe acts and conditions, and ensure compliance with County rules, policies, procedures, legislation, and directives.

Procedure:

The County will maintain a comprehensive program of safety inspections at all facilities and job-sites.

The Chief Administrative Officer is responsible for the overall operation of the program. At a minimum, semi-annual inspections will take place on all full-time operated facilities and annual inspections will take place on seasonal facilities, performed during operation.

Superintendents are responsible for directing formal inspections on job-sites that they monitor and for involving workers in such inspections.

Supervisors are responsible for conducting ongoing informal inspections of areas where their crews are working.

Employees are responsible for participating in and contributing to the Inspection Program.

All inspection results will be posted at the place of inspection.

Corrective actions will be checked within one week of the specified day of completion.

	Date
Amended	September 11, 2007
Approved by Council	September 14, 2010
Amended	



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

7.6. RESERVE LANDS MANAGEMENT POLICY - DEV 93

#20140801006

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Policy DEV-93 is being amended by Council to approve provisions for the management of reserve lands in the County of St. Paul. This Policy was brought before the Policy Committee on August 1, 2014.

This Policy amends the previous Maintenance of Pathways in Lake Subdivisions. This amended Policy provides more logic and breadth to the County's previous Policy.

Recommendation

Motion to approve Policy DEV-93 as it relates to the management of reserve lands in the County as per the recommendations of the Policy Committee.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL #19

Policy Number

PW-93

Title
Reserve Lands Management
Policy

Page 1 of 8

Date Approved:
June 10, 2013

Objective:

The County of St. Paul No. 19 recognizes that there is a need to carefully manage the County's reserve lands to provide benefits for the general public and to protect the natural environment. This policy provides direction for administration regarding the management of reserve lands, the removal or licensing of existing encroachments on reserves, the potential disposal of existing reserve lands and the acquisition of reserve lands in new subdivisions.

Background:

Under the Municipal Government Act, the County may request a landowner who is subdividing land to set aside a portion of their property as municipal and/or environmental reserve. Municipal reserves are lands that are acquired by the municipality for parks and recreation purposes. Environmental reserves are intended to remain in their natural state.

The County will request the dedication of lands as environmental reserve to prevent environmental damage that can result from development and to guard against the development occurring on potential hazardous lands that may damage persons or property. Environmental reserves are also important in providing for public access to water bodies and watercourses. All reserve lands are owned and managed by the municipality.

Reserve lands are not intended for private use by adjacent landowners. The County is responsible for ensuring that reserve lands remain safe and available for public enjoyment. The County will not provide maintenance and upkeep of reserve lands unless a significant public safety hazard is present.

1. Municipal Reserves (MR)

1.1 Management Intent

The management of MR lands is intended to provide a suitable land base for the provision of recreation facilities for the use and enjoyment of County residents and the general public.

Municipal reserves may provide important access links to other lands, including water access, and can also offer undeveloped green spaces that act as buffers between different land uses.

1.2 Use and Management of MR

The County of St. Paul may allow public recreation facilities on MR lands where there is sufficient interest and demand, as determined by the County. Typical facilities to be considered for municipal reserves include but are not limited to sports fields, picnic sites, swimming beaches, community fire pits, skating rinks, trails, pathways and associated facilities such as parking lots, toilets, or washrooms.

The County may require subdivision developers to provide recreational facilities in new subdivisions.

The County encourages local communities to work with the municipality to develop recreational facilities. The County may work with local residents, groups, or community associations to address ongoing maintenance requirements such as litter picking, sign and fence repairs, and weed control.

Public trails may be developed on MR lands, at the discretion of the County. Support from local residents will be considered as part of the County's decision. Local residents will be considered residents of the relevant subdivision or surrounding area as determined by the County.

Motorized vehicles will not be permitted on reserve lands unless the County approves a parking lot within the MR lands.

Commercial facilities and services will not be permitted on reserve lands.

In MR locations that are in their natural state without developed recreation facilities, the removal of vegetation will generally not be permitted. However, vegetation removal may be considered where there is a public safety hazard or for agricultural purposes as determined by the County. Mowing will only occur to control weeds and reduce fire hazards. Removal of vegetation and mowing will be undertaken by the County unless otherwise authorized. Placement of fill material and other yard wastes (grass clippings, tree prunings, etc.) or the removal of any material will not be allowed.

Winter storage of boat docks and boat lifts may be permitted on MR lands at locations approved by the County.

MR lands will not be leased under any circumstances.

The County is not required to provide recreational facilities on MR lands. Residents interested in creating pathways, stairs, or other facilities may do so by obtaining a permit as per Section 3.3 of the County Land Use Bylaw.

2. Environmental Reserves (ER)

2.1 Management Intent

The management of ER lands is intended to protect the natural environment of the reserve lands and surrounding area. They will also be managed to protect human life and property from hazardous environmental conditions (flooding, unstable slopes, etc.) and provide access to lakes and rivers.

2.2 Use and Management of ER

ER lands will be left in their natural condition as much as possible. The removal of vegetation from ER lands will not be permitted, except where there is a public safety hazard as determined by the County. Mowing will only occur to control weeds and reduce fire hazards. Removal of vegetation and weed control will be undertaken by the County. Placement of fill material or other yard wastes (grass clippings, tree prunings, etc.) or the removal of any material will not be allowed.

Public trails may be developed on ER lands, at the discretion of the County. Support from local residents will be considered as part of the County's decision. Local residents will be considered residents of the relevant subdivision or surrounding area as determined by the County.

Motorized vehicles will not be permitted on ER lands unless the County approves a parking lot within the ER lands.

In subdivisions along lakeshores and rivers, a limited number of public access facilities, like pathways and stairs, may be permitted to allow safe access across ER lands to the water's edge. The number and location of access facilities will be determined by the County. The access facilities must be built and maintained in a safe and environmentally responsible manner. Stairs and staircases shall meet building code requirements or be certified by a professional engineer.

No private access facilities will be permitted on ER lands.

Commercial facilities and services will not be permitted on ER lands.

Winter storage of boat docks and boat lifts may be permitted on ER lands at locations approved by the County. The environmental integrity of ER lands shall not be compromised to accommodate temporary storage locations.

ER lands will not be leased under any circumstances.

3. Encroachments and Unauthorized Structure on Reserve Lands

3.1 Encroachments and Unauthorized Structures on MR

Occasionally, private facilities and structures such as sheds, fences, gardens, material storage, driveways, and buildings are located on MR lands.

The owner of an unauthorized building or structure on MR will be asked to remove that structure and reclaim the lands within a reasonable amount of time that shall not exceed ninety (90) days. If the owner does not comply, the County may take necessary action and charge the owner for its costs.

The County will consider allowing an encroachment to remain on MR if there are extremely unusual or extenuating circumstances. If the County considers it appropriate to allow an encroachment to remain, the owner shall enter into a license agreement with the County. Fees will be paid by the owner to the County for the encroachment to remain on County land.

Conditions in the agreement would include a specific time limit and address the permitted use of the building or structure, indemnities, and insurance requirements. The agreement may specify that minor maintenance be undertaken, but the building or structure could not be improved, expanded, or replaced. At such time as the building or structure reaches the end of its useful life, the owner will be required to demolish the building or structure and reclaim the County's MR land. The County may allow the transfer of the license to another party.

If a private facility or structure located on MR lands is causing any environmental damage, or there is a risk of environmental damage, or the private facility or structure seriously impedes public access to the MR lands as determined by the County, the owner will be required to remove the facility as soon as possible. If the owner does not comply, the County may take the necessary action and charge the owner for the costs.

3.2 Encroachments and Unauthorized Structures on ER

Private facilities and structures like pathways, stairs, decks, lawns, fire pits, and sheds are often found to be located partially or entirely on ER lands, especially ER lands along lake shorelines.

The County may allow existing trails, pathways, and stairs that provide access to the water's edge to remain on County ER lands. The access facilities must be built and maintained in a safe and environmentally responsible manner. Stairs and staircases shall meet building code requirements or be certified by a professional engineer. The owner of the stairs will be required obtain the required permits from the County of St. Paul.

The owners will be required to enter into a license agreement with the County

for the access facilities. Conditions in the agreement would include a specific time limit and address the permitted use of the structure, ongoing maintenance, indemnities and insurance requirements. License fees will be paid by the owner to the County for the access facility on County ER lands. The license agreement can be transferred to another party.

The County requires all other private facilities like lawns, decks, fire pits, and storage sheds to be removed from ER lands and the lands reclaimed. If the owner does not comply, the County may take the necessary action and charge the owner for its costs.

If removal of a private building or structure will result in an unacceptable level of environmental damage as determined by the County, the County may enter into a license agreement that allows the structure to remain on ER lands. Conditions in the agreement would include a specific time limit and address the permitted use of the structure, ongoing maintenance requirements, indemnities and insurance requirements. License fees will be paid by the owner to the County for the facility to remain on County ER lands. The license agreement may be transferred to another party.

If a private facility located on ER lands is causing environmental damage, or there is risk of environmental damage, or the private facility seriously impedes public access to or along the ER lands as determined by the County, the owner will be required to remove the facility within the time frame established by the County. If the owner does not comply, the County may take necessary action and charge the owners for its costs.

4. Undesignated Reserves

Reserve lands in older subdivisions may be known to be community reserve, park, or simply reserve. These designations refer to language that was used in previous legislation prior to 1980.

The County can choose how to manage these undesignated reserves with regards to the current definitions of MR and ER.

4.1 Management and Use of Undesignated Reserves

The County of St. Paul will manage and use undesignated reserve lands on an assessment of the reserve parcel relative to the criteria outlined in the Municipal Government Act, as amended from time to time.

An undesignated reserve, or portion of a reserve, that encompasses a swamp, ravine, or natural drainage course, or is subject to flooding, or may be unstable will be managed by the County and used as if it is ER. Undesignated reserves adjacent to lakes, rivers, streams, or other bodies of water will also be considered as ER.

Undesignated reserve land, or portion of a reserve that is suitable for recreation activities or serve as a buffer between different land uses, or provide an access link, shall be managed by the County as if they are MR.

5. Disposal of Reserves

The County values the future potential of reserve lands and will not sell or lease municipal reserve or environmental reserve land under any circumstances.

6. Dedication of Reserves in New Subdivisions

As new subdivisions are proposed, the County has the opportunity to acquire new reserve lands, money in lieu of land dedication, or a combination of land and money. The following policies will guide the County's actions with regards to reserve requirements.

6.1 New Municipal Reserves

In new industrial and commercial subdivisions near towns and summer villages, the County may require MR land dedication to set aside lands for community and regional recreational facilities. In other industrial and commercial subdivisions, the County may take cash in lieu rather than the dedication of land for MR.

Linear corridors may be taken as MR in industrial and commercial subdivisions to provide connections to adjoining subdivisions, lands or other reserves where a demand for trails or pathways is anticipated.

The County may consider the dedication of MR in a rural residential subdivision where such dedication would serve one or more of the following purposes:

- Responds to demand for recreation facilities and services that will benefit the future residents of the subdivision and any surrounding developments;
- Provides land that is suitable and attractive for development of recreation facilities or opportunities;
- Creates interconnected open space that provide trail links to adjoining subdivisions and other lands
- Protects natural features that cannot be protected by ER such as treed areas
- Achieves ecological connections for vegetation continuity or wildlife corridors

Where a residential subdivision is proposed on or near a lakeshore or along a river, the County will require dedication of MR for one or more of the following

purposes:

- To provide land that is suitable and attractive for development of recreation facilities and opportunities
- To provide water access
- To create interconnected open spaces that provide trail links to nearby shorelines, within a subdivision, or to adjoining subdivisions and other lands
- To protect natural features that cannot be protected by ER; or
- To achieve ecological connections for vegetation continuity or wildlife corridors

In new subdivisions where MR dedications are being taken, the subdivision developers will be required to build appropriate recreational facilities, as determined by the County such as picnic areas, playgrounds, and trails.

6.2 New Environmental Reserves

The County shall require the dedication of ER in new subdivisions to protect natural features such as shorelines, steep slopes, drainage courses, wetlands, or other water bodies, areas susceptible to flooding, groundwater recharge areas, natural vegetation, and fish and wildlife habitat.

Dedication of ER may also provide public access to lakes, rivers, and other bodies of water and watercourses.

Where possible, the County will ensure that the dedication of new ER is contiguous with existing and potentially new ER lands in order to provide an interconnected system of open spaces.

The County may require developers to reclaim or remediate lands proposed to be dedicated as ER if the proposed reserve lands are in poor environmental or unsafe condition as determined by the County. The reclamation or remediation work required by the County must be completed before the County accepts the reserve dedication.

7. Registration of Environmental Reserve Easements

Environmental reserve easements (ERE) are another tool that the County can use for the protection of the environment in new subdivisions. The natural features to be protected are the same as ER (drainage courses, wetlands, etc.). Lands subject to such an easement must remain in their natural condition. However, the lands are retained in private ownership and are not owned by the County as in the case of ER. An easement normally does not provide any public access.

The County will not accept the registration of ERE in new subdivisions or in areas along lakes and rivers where public access to or along the shoreline may be

required.

An ERE may be considered to protect environmental features where public access is not required or the environmental sensitivity of the site makes it unsuitable for public use (eg: wetlands). A clear statement on how the site will be controlled and used will be included in the ERE agreement.

8. General Matters

The County will periodically conduct a base line inventory of all reserve lands that identifies the condition of each reserve and any requirements for management actions.

Developments that occur after adoption of this policy will be expected to adhere to this new policy, thereby avoiding new encroachments and unauthorized structures on reserve lands.

The County of St. Paul recognizes that some situations precede the adoption of this policy. The County will continue to honour past agreements and will work diligently to remedy or mitigate challenges as they arise.

Notwithstanding the provision under 2.2 of this policy, the County of St. Paul will lease the following parcel of ER land:

28 ER, Block 2, Plan 8023220

	Date
Approved by Council	
Amended	
Amended	



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

Issue Summary Report

7.7. UNDEVELOPED ROAD ALLOWANCE MANAGEMENT POLICY - DEV 103

#20140801007

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Policy DEV-103 is being presented to Council to approve provisions for the management of undeveloped road allowances in the County of St. Paul. This Policy was brought before the Policy Committee on August 1, 2014.

Recommendation

Motion to approve Policy DEV-103 as it relates to managing undeveloped road allowances in the County of St. Paul as per the recommendations of the Policy Committee.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL #19

Policy Number
DEV-103

Title
Undeveloped Road
Allowance Management
Policy

Page 1 of 14

Date Approved

Policy Statement: The Council of the County of St. Paul No. 19 has the direction, control and management of all roads within its boundaries and recognizes that the primary purpose of roads and rights-of-way is to provide public access. Council acknowledges that there are some circumstances where property owners may wish to make an arrangement with respect to an undeveloped road allowance to be used for agricultural purposes. Section 13(1)(o) of the *Traffic Safety Act* authorizes a municipality to issue a license for the temporary use and occupation of a road allowance.

Definitions:

“Applicant” shall mean the person or persons applying for the license.

“Adjacent Landowner” shall mean the owners of all properties which abut a portion of the road allowance the applicant is applying to license.

“Chief Administrative Officer” means the Chief Administrative Officer of the County of St. Paul No. 19.

“Council” shall mean the Council of the County of St. Paul No.19

“County” shall mean the County of St. Paul No. 19.

“License Area” shall mean that portion of an undeveloped road allowance the applicant is proposing to use or occupy.”

“Licensee” shall mean the person or persons the license has been granted to.

“Use or Occupation” of an undeveloped road allowance shall mean solely for the purposes of grazing livestock, cultivation, privacy and security, or another purpose specified by the proposed licensee and approved by Council. No other activity, whatsoever, will be permitted within the License Area without the written permission of the County of St. Paul and all adjacent landowners.

Guidelines and Procedures:

Licensing:

The use or occupation of an undeveloped road allowance, within the boundaries of the County of St. Paul No.19, requires the acquisition of a license.

In order to apply for a license the applicant must own land adjacent to the portion of the road allowance to be licensed and provide written approval/consent from all adjacent landowners affected by issuance of the proposed license. Additionally, an application form will be required.

The application will be vetted by the Chief Administrative Officer or their designate. The administration will prepare a proposed bylaw allowing the County of St. Paul to license the applicant to use the undeveloped road allowance provided that the applicant owns an adjacent parcel of land, is in good standing with the County, and the road is not required for public vehicle passage.

Council will consider first reading of the bylaw and if in support, will advertise the bylaw for public notice. After consideration of the bylaw, Council may proceed or withdraw the bylaw in accordance with the Municipal Government Act.

The applicant must pay a one-time fee as per the County's Fee Schedule Bylaw to process the application which covers the expense of placing an ad in the local newspaper indicating the applicant's intent to license the road allowance. The applicant will also be responsible for an annual fee to licence the road allowance.

The applicant must demonstrate to Council a willingness to comply with the terms and conditions set out in this Policy, (Schedule A) and have the required consent forms from adjacent landowners completed before the License application will be considered.

The County of St. Paul aims to work cooperatively with ratepayers to limit regulation whenever possible. If an applicant is prepared to enter into an Agreement with the County and abides by all the provisions in this policy and the Agreement, Council will generally grant a license. However, Council does reserve the right to deny a license.

Upon approval, the County of St. Paul will charge the licensee an annual fee based on the calendar year for occupation of the Road Allowance according to the County's Fee Schedule Bylaw, which is reviewed annually in December. Additionally, the licensee must sign an *Undeveloped Road Right-of-Way License Agreement* attached in Schedule B and abide by all the provisions therein. The Agreement, amended periodically, forms part of the contract between the County and the licensee.

The Agreement grants a non-exclusive right of occupation. Any restriction on the public's common law right to access will provide grounds for terminating the License.

Any license to be issued is subject to termination upon thirty (30) days notice as required by Section 13(1)(o) of the *Traffic Safety Act*.

The enclosed **Adjacent Landowner Consent to License an Undeveloped Road**

Allowance, (refer to Schedule A) should be completed by all affected landowners and must accompany application for the license.

Generally, undeveloped road allowances are to be left in their natural state. Council will consider improvements, additions, or alterations on a case-by-case basis.

The licensee shall be responsible for weed control on the road allowance to the satisfaction of the County.

Where the owners or occupiers of the adjacent property to an undeveloped road allowance enter into an arrangement with neighbouring property owners for the location, construction, and maintenance of fences to accommodate the grazing of livestock or other farming practices, the County of St. Paul No. 19 will not require the construction of fences on both sides of the undeveloped road allowance.

Public access must be preserved at all times. A Texas gate or a gate providing continued public access through the licensed area is a mandatory condition of the License. Any gates may not be locked and no signs indicating “private property” or “no trespassing” are permitted to be displayed.

A fencing arrangement between adjacent property owners will only be considered in situations where public access will not be adversely affected.

If the adjacent property owners are unable to come to an agreement on fencing or if there is an objection to the fencing arrangement by the general public, the adjacent property owners who wish to control livestock will be required to remove any fencing located on the road allowance and erect a fence on the property line.

The County of St. Paul No.19 will not become involved in disputes between the neighbours over the location, construction, or maintenance of fences. Residents should contact the Office of the Farmers’ Advocate of Alberta or refer to the *Line Fence Act* and *Stray Animals Act* for guidance in solving disputes.

The County of St. Paul reserves the right to require adjacent property owners to remove any fences that may have been placed within the road rights-of-way. Moreover, the County will not assume responsibility for any costs or losses related to the construction, maintenance, or removal of fences on the rights-of-way.

The County assumes no responsibility or liability for damages to agricultural products (crops, hay or livestock), caused by the public who access the undeveloped road allowance. The adjacent landowner understands that damages may occur to their hay, crops and livestock that may be located upon the road allowance.

Leasing and Disposal of Undeveloped Road Allowances:

The County values the future potential of road allowances and will not sell or lease an undeveloped road allowance under any circumstances.

Appendix 1 for 7.7.: Undeveloped Road Allowance Management Policy

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

I/We _____ am (are) applying to obtain a license to
Full name(s) of applicant(s)

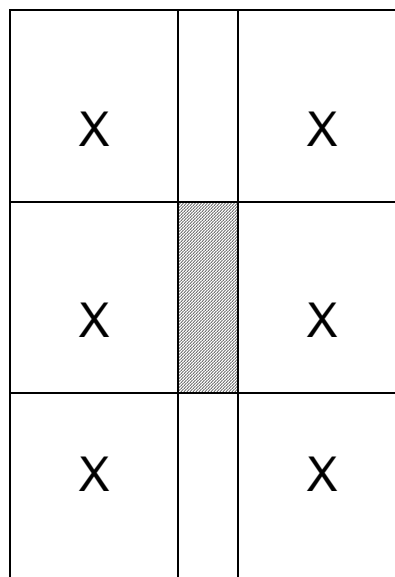
occupy the undeveloped road allowance situated _____
provide legal location

for the sole purpose of _____
Describe in detail the intended use

In order to undertake the above stated activity, I/We intend to make the following
improvements to the undeveloped road allowance described herein: _____
Detail the improvements

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

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



Appendix 1 for 7.7.: Undeveloped Road Allowance Management Policy

CONSENT:

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

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

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

Signed *Date*

Witness *Date*

CONSENT:

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

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

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

Signed *Date*

Witness *Date*

CONSENT:

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

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

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

Signed *Date*

Witness *Date*

CONSENT:

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

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

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

Signed *Date*

Witness *Date*

CONSENT:

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

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

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

Signed *Date*

Witness *Date*

CONSENT:

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

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

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

Signed *Date*

Witness *Date*

**SCHEDULE B
UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20__.

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 -

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

(Hereinafter referred to as the “Road Right-of-Way”);

AND WHEREAS that portion of the Road Right-of-Way is not developed 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 witnesses 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 must clearly state the intended use of the road allowance and any improvements, additions, or alterations, which may be required to accommodate this use such as brushing or the construction of a fence. 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.

____ Grazing
____ Cultivation
____ Other (Please Specify) _____
- 3) All improvements, additions, and alterations must be constructed according to specifications determined by the County. The maintenance of these improvements, additions and alterations is the sole responsibility of the licensee.
- 4) The term of the license granted herein shall commence on the 1st day of _____, 20____, and shall continue until terminated as hereinafter provided.
- 5) In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amount at the following times:
- 6) An annual fee as per the Fee Schedule Bylaw is payable on January 1st of each year during the life of this Agreement.
- 7) 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.
- 8) The Licensee must permit public access at all time. Failure to permit public access of a municipal road will result in termination of the license.
- 9) The road allowance must be maintained to the satisfaction of the County of St. Paul No. 19. All debris created during the occupation of the road allowance must

be removed within a reasonable period of time to be determined by the Chief Administrative Officer or their designate.

- 10) Public access must be preserved at all times. The Licensee is not permitted to restrict access for any reason. In the event that Council approves a gate or Texas gate, public access must be preserved and no signs discouraging access such as “private property” or “no trespassing” will be permitted.
- 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 abide by all laws, by-laws, legislative, and regulatory requirements of any government relating to the use and occupation of the license area.
- 13) 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.
- 14) The County of St. Paul reserves the right to occupy and use the License Area in any manner whatsoever, provided that the County shall not unreasonably interfere with the activities permitted to a Licensee. These include, but are not limited to, access of third parties for the installation of underground or above ground utility lines, pipeline facilities, transmission lines, and drainage swells.
- 15) 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.

- 16) The Licensee shall carry liability insurance as follows:
 - comprehensive general liability insurance with insurable limits of no less than 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;
- 17) The Licensee shall provide proof of such insurance to the satisfaction of the Chief Administrative Officer or their designate upon request.
- 18) The Licensee is responsible for any claims, demands, suits, proceedings, or actions whatsoever that may be brought against the County due to the actions of the Licensee.
- 19) 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 hindrance, molestation or interruption from the County.
- 20) 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.
- 21) 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 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 terminate and the Licensee shall forthwith 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.
- 22) 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.

- 23) Upon termination of the License, the Licensee is required to restore the Road Allowance to its former condition, to the satisfaction of the Chief Administrative Officer or their designate. All improvements, additions, or alterations must be removed.
- 24) Similarly, the Licensee shall have the right to terminate this license upon providing to the County thirty (30) days written notice of such termination.
- 25) Any notice to be given by one party 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 (7th) 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: _____

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.

- 26) 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 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.
- 27) 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 fencing is to be considered the sole property of the Licensee and is to be repaired and maintained solely by the Licensee.

- 28) The Licensee shall provide the County prompt written notice of any accident, damage or injury occurring on the License Area however caused.
- 29) The Licensee shall at all times hereafter indemnify 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.
- 30) The Licensee shall compensate the County for all damage to County property 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.
- 31) All property of 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.
- 32) 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.
- 33) 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.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
Chief Administrative Office

AFFIDAVIT OF EXECUTION

CANADA)	I, _____
)	
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)	



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

Issue Summary Report

7.8. PHYSICIAN RELOCATION ALLOWANCE POLICY - ADM 104

#20140801008

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Policy ADM-104 is being presented to Council to approve a relocation allowance for physicians relocating to the St. Paul region. This Policy was brought before the Policy Committee on August 1, 2014.

Recommendation

Motion to approve Policy ADM-104 as it relates to the provision of an allowance for physicians relocating to the St. Paul region as per the recommendations of the Policy Committee.

Additional Information

Originated By : kattanasio

COUNTY OF ST. PAUL #19**Policy Number****ADM-104****Title**
Physician Relocation
Allowance Policy**Page 1 of 1****Date Approved*****April 11, 2006*****Objective:**

The County of St. Paul and the Town of St. Paul are committed to attracting and retaining physicians to the St. Paul region and assisting physicians in their transition to the community.

1. Governing Principles

- 1.1. **Purpose:** This Policy is intended to facilitate the hiring of physicians and providing relocation assistance to move their homes, family, offices and tools for the trade as necessary to establish the physician in the Town of St. Paul.
- 1.2. **Methods:** To establish a Relocation Allowance Plan.
- 1.3. **Payments:** The Town of St. Paul and The County of St. Paul will cost share (50/50) the Relocation Allowance expense.

2. Scope

- 2.1 **General:** This Policy sets out the allowable reimbursement available to facilitate the relocation of Physicians who move their homes, family, offices and tools of the trade as part of undertaking employment (new hire) as a designated Physician.
- 2.2 **Exclusions:** This Policy does not apply to any move or travel for any person who is already residing within 200 kilometers of the new workplace.

3. Eligibility for Relocation Allowance

- 3.1 A Physician becomes entitled to relocation assistance once they are employed full time in the Town of St. Paul as per requirements in section 4. Proof of employment will be required upon request.
- 3.2 A Physician can only claim the Relocation Allowance once. If Physician leaves the Town of St. Paul after collecting the Relocation Allowance and returns to the Town of St. Paul at a later date they are not eligible for the Relocation Allowance.

4. Arranging and Paying for Relocation Allowance

4.1 A Physician is entitled to a maximum relocation assistance of \$3,000.00. The Physician will receive Payment #1: 50% (\$1,500.00) after working in the Town of St. Paul full time for six (6) months. The Physician will receive payment #2: 50% (\$1,500.00) after working in the Town of St. Paul full time for twelve (12) months. The Physician will be responsible for requesting each payment in writing to the Physician Recruitment Committee. The request must be labeled Payment #1 or Payment #2. Upon receiving the request the Physician Recruitment Committee will have 45 days to approve and arrange payment through the Town of St. Paul.

5. Early Departure from Employment

5.1 As a term for provision of benefits under this Policy a Physician who leaves the service of the Town of St. Paul before completing six (6) months of paid full time service will not receive any Relocation Allowance. A Physician who leaves the service of the Town of St. Paul after six (6) months full time employment and before twelve (12) months full time employment in the Town of St. Paul will receive payment #1 (upon written request) and forfeit payment #2.

6. Advance on Moving Allowance

6.1 There will be no advances of Moving Allowance Reimbursements to Physicians.

	Date
Approved by Council	
Amended	
Amended	



Issue Summary Report

7.9. EMPLOYEE ASSISTANCE COVERAGE FOR VOLUNTEER FIRE FIGHTERS

#20140806002

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

The St. Paul Fire Committee at their meeting of July 16, 2014 discussed the increased volume of incidents that are occurring in the County that could adversely affect the mental health of our volunteer fire fighters. While members have critical incident stress management debriefing following disturbing events, often members would benefit by additional access to counseling services or other services provided under an Employee Assistance Program. Since the County has recently moved to a new benefit provider, we sought out a quote regarding offering the EAP Program coverage to Volunteer Fire Fighters. OHI, our new provider has indicated that they are willing to provide this type of coverage for the same fee paid by the County which is \$4.00/person/month.

Currently any counseling service required by First Responders would be covered by our FCSS departments and their Community Counseling budget. Offering this type of benefit coverage would offer more than counseling services to these employees. This program can help with personal or employment problems from stress, relationship issues, grief, psychological problems, finances, etc. The program is completely confidential.

Alternatives

Costs of providing the service:

The annual costs for the Fire Departments based on the member numbers I received from Trevor would be:

St. Paul	32 X 4 X 12	1536 (50% = 768)
Elk Point	25 X 4 X 12	1200 (50% = 600)
Mallaig	25 X 4 X 12	1200
Ashmont	17 X 4 X 12	816

Total Annual cost to County: \$3,384. (Cost in 2014 if started September 1, 2014 - \$1,128)

Note: the Town of St. Paul is reviewing costs of their benefit provider to review rates. Both the Town of St. Paul and Town of Elk Point have on their August 11, 2014 agendas.

Recommendation

That Council approve the addition of Volunteer Fire Fighters on an Employee and Family Assistance Program, effective September 1, 2014.

Additional Information

Originated By : skitz



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

Issue Summary Report

7.10. WESTCOVE KENNELS - CONTRACT FOR BOARDING STRAY DOGS

#20140807001

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

The contract with Helen Chapdelaine/Westcove Kennels expired on August 31, 2014. Attached is a copy of the contract. There are no changes from last year's contract.

Recommendation

Motion to renew the contract for boarding stray dogs with Westcove Kennels for a one-year period commencing September 1, 2014.

Additional Information

Originated By : pcorbiere

CONTRACT FOR BOARDING STRAY DOGS FOR THE COUNTY OF ST. PAUL

Effective September 1, 2014 until August 31, 2015 the County of St. Paul will have a one year contract with Helen Chapdelaine/Westcove Kennels for boarding stray dogs at the kennels.

- ▶ dogs will be identified by the dog catcher when entering the kennels
- ▶ dogs will be fed daily
- ▶ dogs will not be walked
- ▶ dogs will be boarded for 72 hours before being brought to the St. Paul Vet clinic. Saturdays, Sundays and Statutory holidays shall not be included in the computation of the seventy-two (72) hour period.
- ▶ any dogs having a serious disease/or is considered vicious will be brought to the St. Paul Vet immediately.

Boarding Fee:

- ▶ \$20.00/day per dog - to a maximum of 5 days
- ▶ \$35.00 travelling fee to vet clinic

Amending Fee Schedule

- ▶ Monthly retainer fee of \$300.00

Cheque payment accepted.

Dogs claimed by the owner:

- ▶ \$35.00 releasing fee/per dog
- ▶ \$20.00/day boarding fee/per dog

CASH ONLY.

CONTRACT DATE: September 1, 2014 to August 31, 2015.

County of St. Paul

Helen Chapdelaine

Witness

Witness



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

Issue Summary Report

7.11. LETTER OF SUPPORT - ST. PAUL & DISTRICT ARTS FOUNDATION

#20140803007

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

The St. Paul and District Arts Foundation will be applying for a federal grant called Enabling Accessibility in Communities to assist with bathroom renovations for their building, which is required to provide handicapped access. They will also be applying for a provincial grant - the Community Facilities Enhancement Grant to also assist with the needed renovations of their building. They are requesting letters of support in principle to accompany their applications.

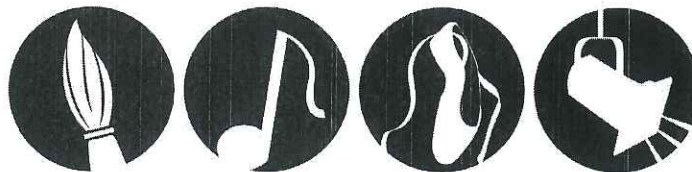
Recommendation

Motion to ratify the letter of support in principle for the St. Paul and District Arts Foundation for their Enabling Accessibility grant application for funding to renovate their bathrooms to provide handicapped access.

Motion to ratify the letter of support in principle for the St. Paul and District Arts Foundation for their Community Facility Enhancement grant application for funding to assist with the necessary renovations of their building.

Additional Information

Originated By : pcorbiere



St. Paul and District Arts Foundation
4822—50th Avenue
PO Box 1775
St. Paul, AB
T0A 3A0
mpdowntownartsstudio@outlook.com

County of St. Paul Council
5015 49 Avenue
St. Paul, AB
T0A 3A4

July 21, 2014

Dear County Council,

We are a nonprofit group in the beginning stages of forming the St. Paul and District Arts Foundation. This project will house visual arts studios, a musical theatre space, literary arts space, music spaces, a dance studio and programming offered for youth to develop and promote all aspects of the arts.

This is something that we feel will be very successful, and sustainable long-term with funds generated from workshops, fundraising, productions, and grants. We have secured a building, formed our Board of Directors and are in the process of forming sub committees to develop and oversee each program that will be offered.

We are now applying for Community Facility Enhancement Program Grant to help with the cost of renovating our building. Currently there are no walls and so we will need to build some to create different spaces for our programs to run. The flooring needs to be replaced as the tiles that are on the floor are chipped, some are missing and the floor is quite uneven. For the dance component, a special spring floor will need to be installed to ensure the safety of our children. The electrical also requires a bit of work to put in proper lighting and adequate plugins to run the required equipment. Painting will also be needed on most of the building walls.

In the near future we will also be applying for the Community Initiatives Program Grant to help develop our programming, purchase additional supplies and to help pay our instructors. We will also be applying for the federal grant called Enabling Accessibility in Communities. This will assist with the bathroom is in renovation which will need to be expanded to ensure there is room for handicapped access. The front door of our facility will also need to be widened for this same reason.

As you can see, this is a big project that we have undertaken. We are hoping to begin offering programs in the very near future. Our team has been working hard lining up fundraisers and donations to get funds in place so the arts foundation can get up and running. Volunteers are ready to work hard to help with these renovations to help save on the cost. However, the sooner we can get the supplies needed to finish this project, the sooner we can start opening our doors to the community to come and experience the wide variety of programs that will be offered.

We are hoping that you would be willing to provide us with a letter of support to include with our CFEP, CIP and Enabling Accessibility grant applications.

Thank you for your consideration.

Sincerely,

Members of the St. Paul and District Arts Foundation.

Already
approved
letter
for
CIP



County of St. Paul No. 19

July 22, 2014

St. Paul & District Arts Foundation
Box 1775
St. Paul, AB T0A 3A0

Dear Board Members:

Please accept this letter as a show of support in principle from the County of St. Paul for your Enabling Accessibility in Communities Grant application for funding to renovate your newly acquired building to provide for wheelchair access.

Council would like to commend your board for taking on a project of this magnitude and congratulate you on your commitment to the community. Council recognizes the importance of keeping youth active and promoting healthy living. This facility will be a welcome addition to our community and will be beneficial to a diverse group of people with a wide variety of interests.

We wish you success with the renovations of your new facility.

Yours truly,

Sheila Kitz, CLGM
Chief Administrative Officer

/pjc

July 22, 2014

St. Paul & District Arts Foundation
Box 1775
St. Paul, AB T0A 3A0

Dear Board Members:

Please accept this letter as a show of support in principle from the County of St. Paul for your Community Facility Enhancement Program Grant application for funding to renovate your newly acquired building.

Council would like to commend your board for taking on a project of this magnitude and congratulate you on your commitment to the community. Council recognizes the importance of keeping youth active and promoting healthy living. This facility will be a welcome addition to our community and will be beneficial to a diverse group of people with a wide variety of interests.

We wish you success with the renovations of your new facility.

Yours truly,

Sheila Kitz, CLGM
Chief Administrative Officer

/pjc



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

Issue Summary Report

7.12. ELK POINT HANDIBUS GARAGE INCREASED COST

#20140806007

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Council approved a contribution of \$15,000 to the Elk Point Auxiliary for 50% of the cost to build a garage to house their handibus. The construction of the building commenced only to discover that the proposed building would not be large enough to accommodate the vehicle. Therefore we now have a revised quote to consider for a larger building - the increased cost is 13,000 from the original quote. This means an increase of \$6500 from the County.

Recommendation

That County Council approve the additional cost \$6500 of increasing the size of the garage that will house the Elk Point Handibus.

Additional Information

Originated By : skitz



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

Issue Summary Report

7.13. BYLAW NO. 2014-20 - AMEND LUB - REZONE NW 31-56-6-W4, LOT B, PLAN 8322712 **#20140807002**

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Bylaw No. 2014-20 is being presented to Council to amend Land Use Bylaw No. 2013-50 as it relates to rezoning Lot B, Plan 8322712 in PNW 31-56-6-W4 from Agricultural to Industrial Commercial. The property is for sale. It is within the Elk Point Inter-Municipal Development Plan.

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 be notified of the proposed rezoning.

The applicant is also required to hold a public consultation prior to the public hearing being held.

Recommendation

Motion to give first reading to Bylaw No. 2014-20, as it relates to rezoning Lot B, Plan 8322712 in NW 31-56-6-W4 from Agricultural to Industrial Commercial.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL REZONING APPLICATION

Name of Applicant: Gary Proskiw Email: _____

Mailing Address: Box 1006 St. Paul AB T6A 3A0

Telephone (Home): 780 724 2480 (Business): 780 614 8480 (Fax): 780 724 3301

Registered Owner (if not applicant): Lakeland Premium Packers & Processors Ltd.

Mailing Address: Box 210 Elk Point AB T6A 1A0

Telephone (Home): N/A (Business): N/A (Fax): N/A.

1. LEGAL DESCRIPTION OF LAND TO BE SUBDIVIDED:

- a) All / part of the ^{NW} 31 ³¹ $\frac{1}{4}$ ⁵⁶ 56 section 6 township 6 range W4M
- b) Being all / parts of Lot B Block _____ Registered Plan 832 2712
- c) Total area of the above parcel of land to be rezoned is 2.26 acres _____ (hectares)

2. ZONING INFORMATION:

- a) Current Zoning as per the Land Use Bylaw 2013-50: Agricultural / district.
- b) Desired Zoning as per the Land Use Bylaw 2013-50: Commercial / Industrial.
- c) Proposed use as per the Land Use Bylaw 2013-50: INDUSTRIAL / COMMERCIAL.
- d) Is the proposed use a permitted or discretionary use: UNKNOWN.
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan? No Yes
Elk Point Inter-Municipal Development Plan
- f) Information in support of the rezoning:
- It's been used as commercial property for years.
 - It's got Highway frontage, which would make it ideal for any commercial business.
 - It's very accessible.
 - It is for sale so it would make it more appealing for a future business owner to have it zoned commercial.

Appendix 1 for 7.13.: Rezoning Application

3. LOCATION OF LAND TO BE REZONED:

a) Is the land situated immediately adjacent to the municipal boundary? Yes _____ No 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 YES No _____

If "yes" the highway is No. # 646 EAST.

c) Does the proposed parcel contain or is it bounded by a river, stream, lake or body of water, or by a canal or drainage ditch? Yes ✓ No _____

If "yes", state its name TOWN OF ENE POINT DRAINAGE CANAL

d) Are there any oil/gas wells on or within 100 metres of the subject property(s)? Yes _____ No NO

e) Is the proposed parcel within 1.5 kilometres of a sour gas facility? Yes unknown No NO

i) Is the sour gas facility active, abandoned, or currently being reclaimed? ACTIVE

g) Is there an abandoned oil or gas well or pipeline on the property? Yes _____ No NO

***For a listing of EUB wells in a specific area, contact the Information Services Group at the EUB (403) 297-8190.**

h) Is the proposed parcel within 1.5 km of a Confined Feeding Operation? Yes _____ No NO

ii) Does the proposed parcel contain a slope greater than 15% Yes _____ No NO

4. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:

a) Describe the nature of the topography of the land (flat, rolling, steep, mixed) flat

b) Describe the nature of the vegetation & water on the land (brush, shrubs, tree stands, sloughs, creeks, etc.)

grass

5. WATER SERVICES:

a) Existing Source of Water: bored water well

b) Proposed water source (if not rezoning parcel in its entirety).

- ☐ Proposed water supply to new lots by a licensed (surface) water distribution system;
- ☐ Proposed water supply to new lots by cistern and hauling;
- ☐ Proposed water supply to new lots by individual water wells.

Appendix 1 for 7.13.: Rezoning Application

6. SEWER SERVICES:

- a) Existing sewage disposal: yes holding tanks
- b) Proposed sewage disposal: N/A

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.

Appendix 1 for 7.13.: Rezoning Application

REGISTERED OWNER OR PERSON ACTING ON BEHALF:

I, Gary Proskiw hereby certify that (check one):

☐ 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

Date



July 24/14
Date

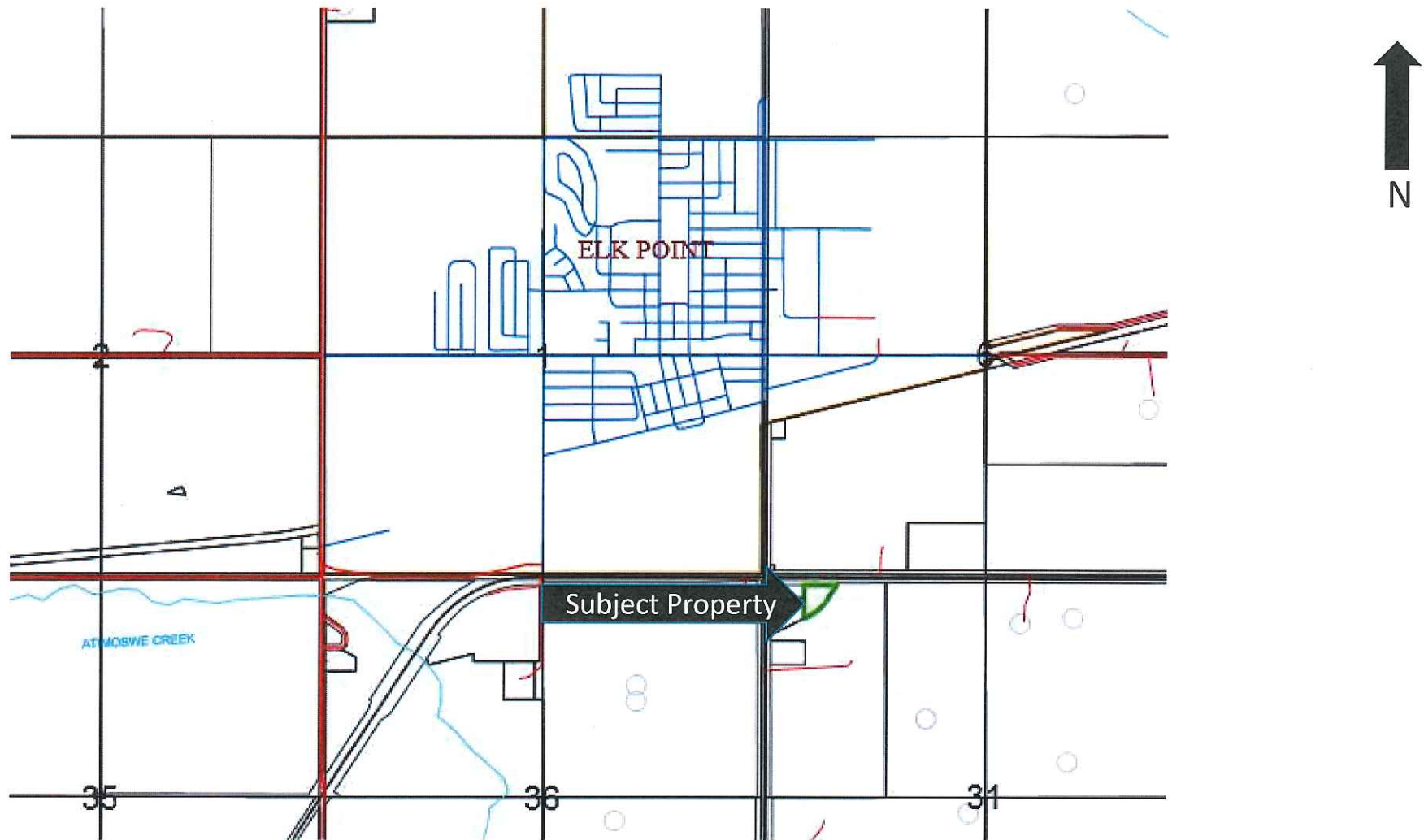
Owner Signature



July 24/14
Date

Owner Signature

Figure 1.0 – General Location Map



COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2014-20

A By-law of the County of St. Paul No. 19 in the Province of Alberta to amend the Land Use Bylaw No. 2013-50

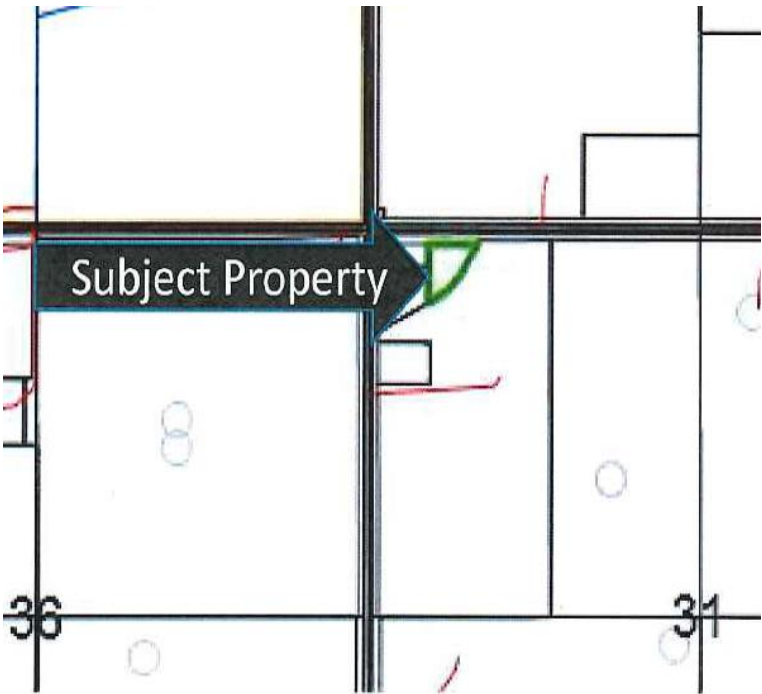
WHEREAS, it is deemed expedient to amend the Land Use Bylaw of St. Paul and County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

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. 2013-50 is hereby amended as follows:

FROM: Agricultural to Industrial Commercial

FOR: Lot 1A, Plan 9020405 in NW 31-56-6-W4



Read a first time in Council this 12th day of August, A.D. 2014.

Advertised the day of August, A.D. 2014, and the day , A.D. 2014 in the Elk Point Review.

Read a second time in Council this day of , A.D. 2014.

Read a third time and duly passed in Council this day of , A.D. 2014.

Reeve

Chief Administrative Officer



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

Issue Summary Report

7.14. ROAD CANCELLATION - PLAN 540CL IN NW 18-55-8-W4

#20140807003

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Road Plan 540CL located in NW 18-55-8-W4 is being presented to Council for cancellation as a new road was built but the old road plan was never cancelled. The area to be cancelled is orange and the new road to be registered is highlighted in yellow.

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, Council has determined that the lands hereafter described by the existing road plan are no longer required for the travelling public due to the existence of an alternate route,

WHEREAS, the County of St. Paul No 19 will register the new survey road plan.

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 540CL in NW 18-55-8-W4 containing 0.886 hectares (2.19 acres) more or less, excepting thereout all mines and minerals. Cancelled portions to be consolidated with respective titles.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

August 12, 2014

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, Council has determined that the lands hereafter described by the existing road plan are no longer required for the travelling public due to the existence of an alternate route,

WHEREAS the County of St. Paul No. 19 will register the new survey road plan.

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 540CL in NW 18-55-8-W4
containing 0.886 hectares (2.19 acres) more or less.***

Excepting thereout all mines and minerals

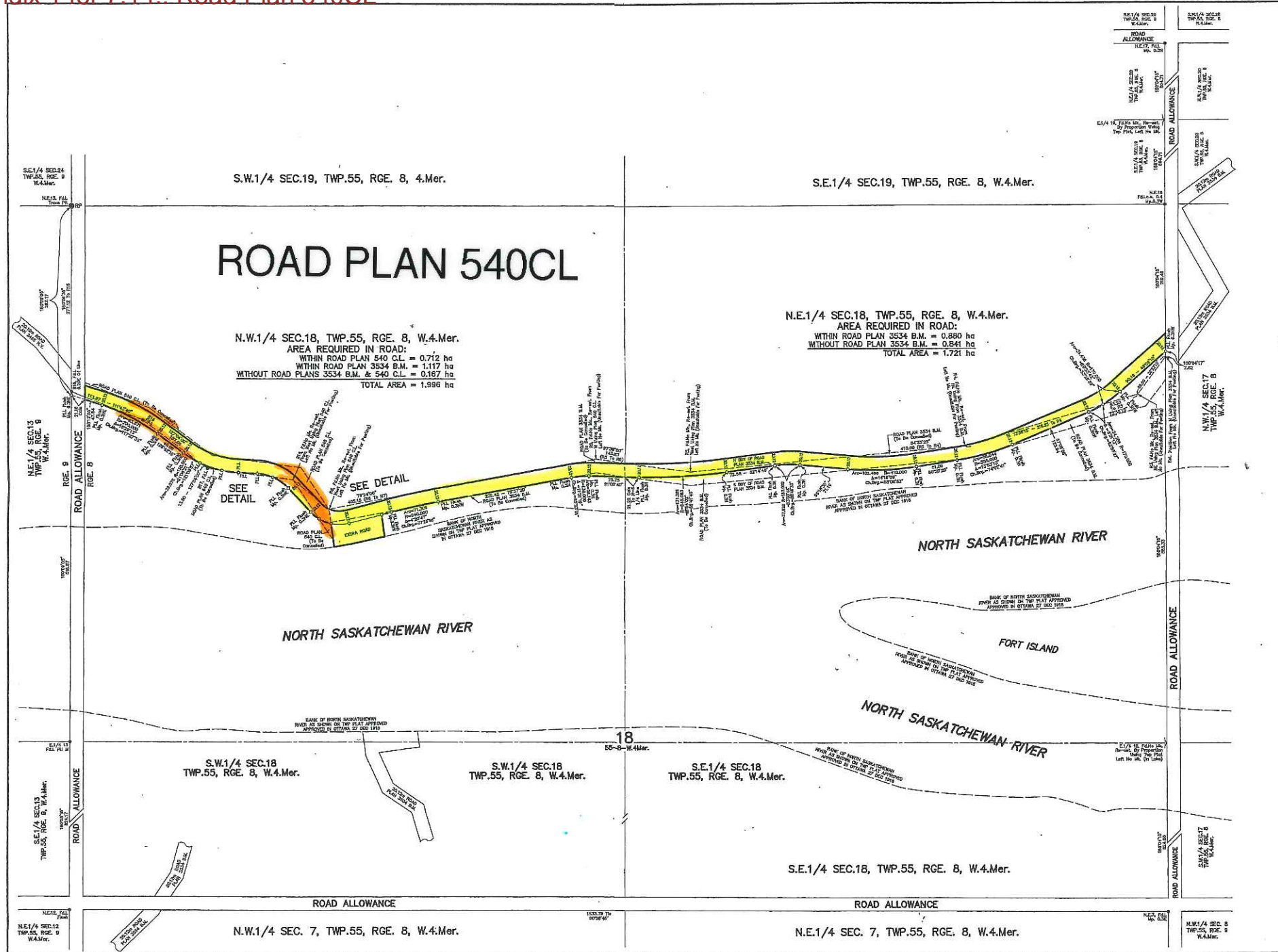
Cancelled portions shall be consolidated with respective titles.

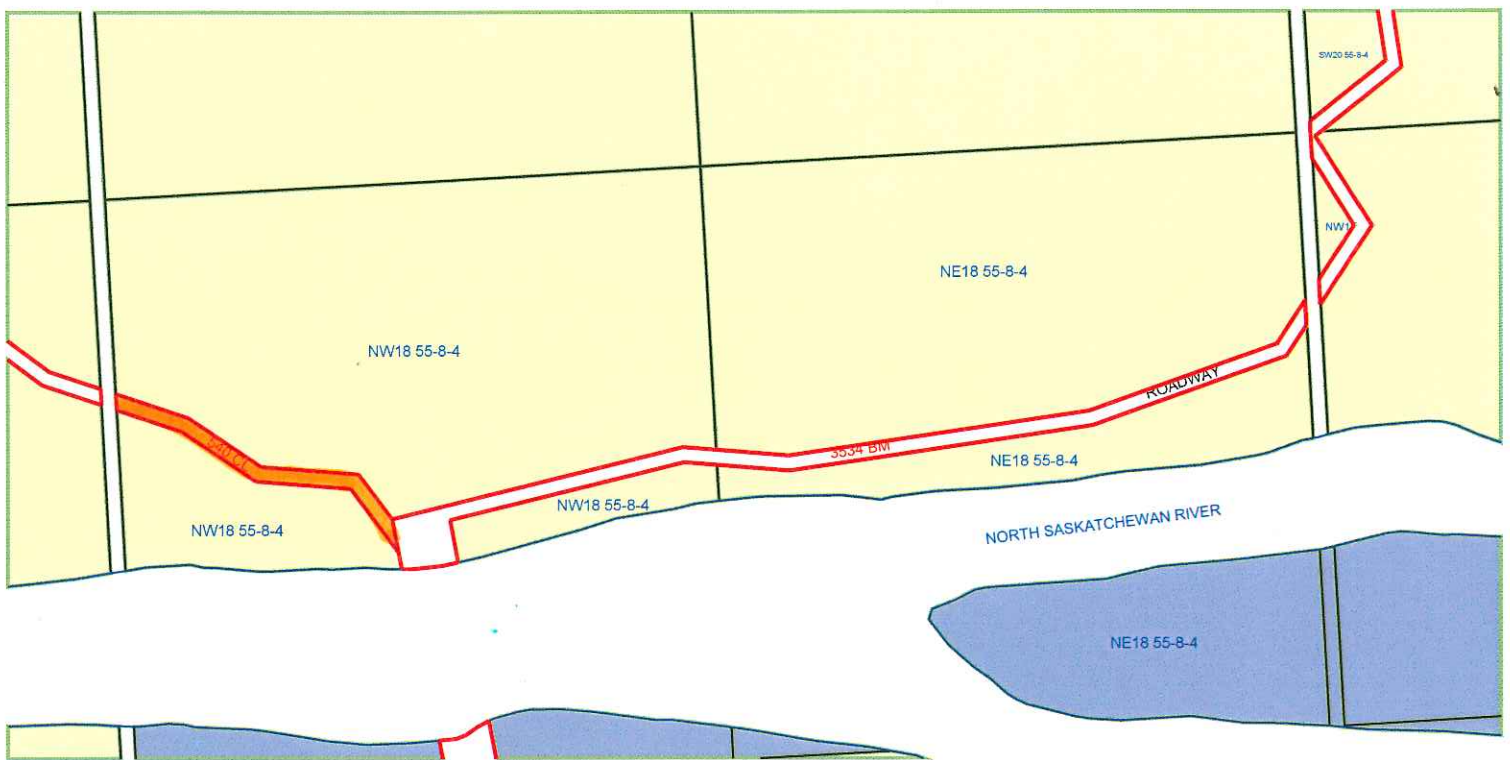
CHIEF ADMINISTRATIVE OFFICER

REEVE

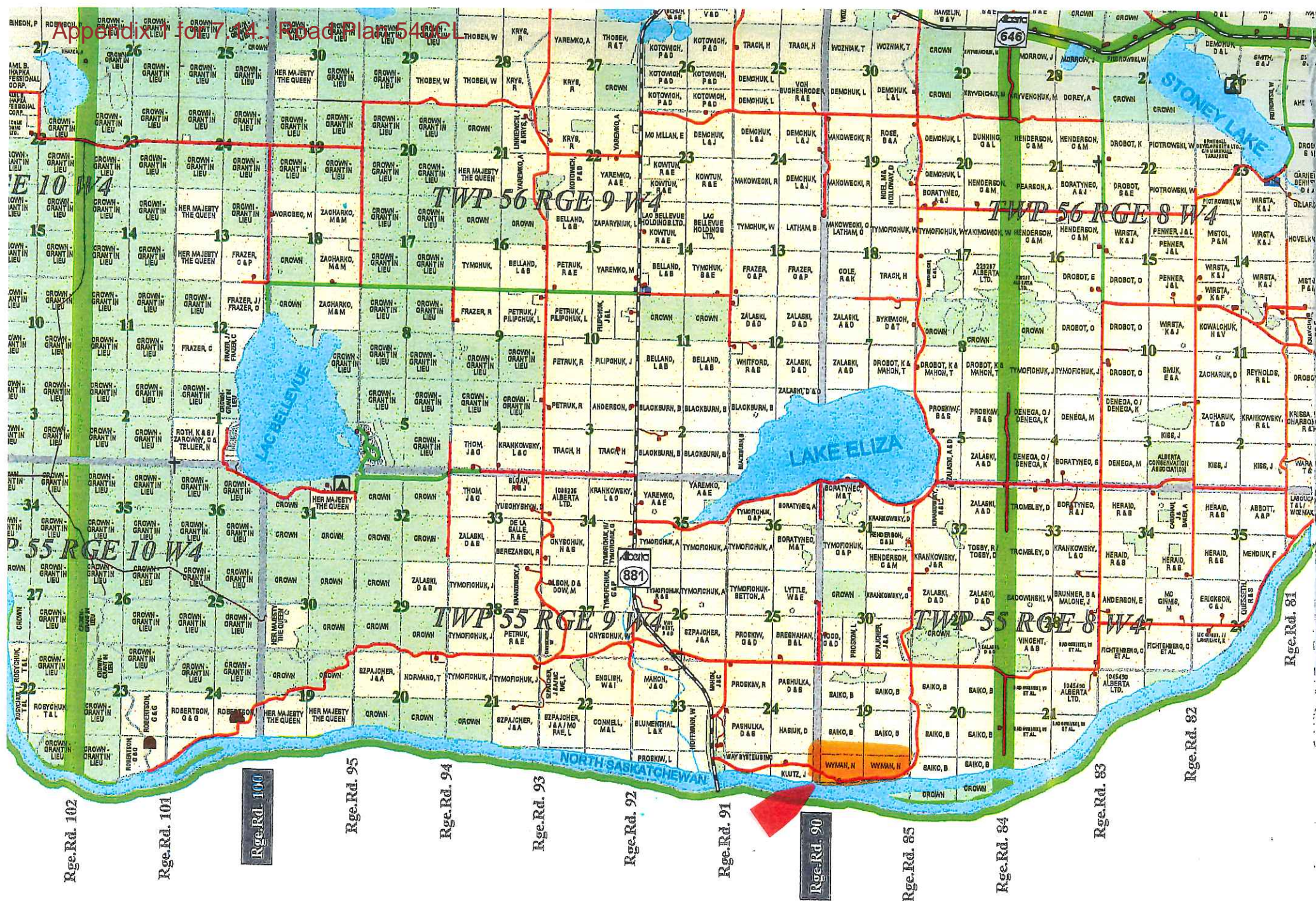
APPROVED THE _____ DAY OF _____ 201__.

MINISTER OF TRANSPORTATION





Appendix I for 7-14: Road Plan 540CL





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

Issue Summary Report

7.15. ROAD CANCELLATION - PLAN 3534BM IN NE & NW 18-55-8-W4 #20140807004

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Road Plan 3534BM located in NE & NW 18-55-8-W4 is being presented to Council for cancellation as a new road was built but the old road plan was never cancelled. The area to be cancelled is orange and the new road to be registered is highlighted in yellow. This road will be cancelled and a new road registered at the same time as Road Plan 540CL.

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, Council has determined that the lands hereafter described by the existing road plan are no longer required for the travelling public due to the existence of an alternate route,

WHEREAS, the County of St. Paul No 19 will register the new survey road plan.

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:

Firstly, closure all that portion of Road Plan 3534BM in NW 18-55-8-W4 containing 1.14 hectares (2.81 acres) more or less;

Secondly, closure all that portion of Road Plan 3534BM in NE 18-55-8-W4 containing 1.70 hectares (4.20 acres) more or less, excepting thereout all mines and minerals. Cancelled portions to be consolidated with respective titles.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

August 12, 2014

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, Council has determined that the lands hereafter described by the existing road plan are no longer required for the travelling public due to the existence of an alternate route,

WHEREAS the County of St. Paul No. 19 will register the new survey road plan.

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:

Firstly, closure all that portion of Road Plan 3534BM in NW 18-55-8-W4 containing 1.14 hectares (2.81 acres) more or less;

Secondly, closure all that portion of Road Plan 3534BM in NE 18-55-8-W4 Containing 1.70 hectares (4.20 acres) more or less

Excepting thereout all mines and minerals

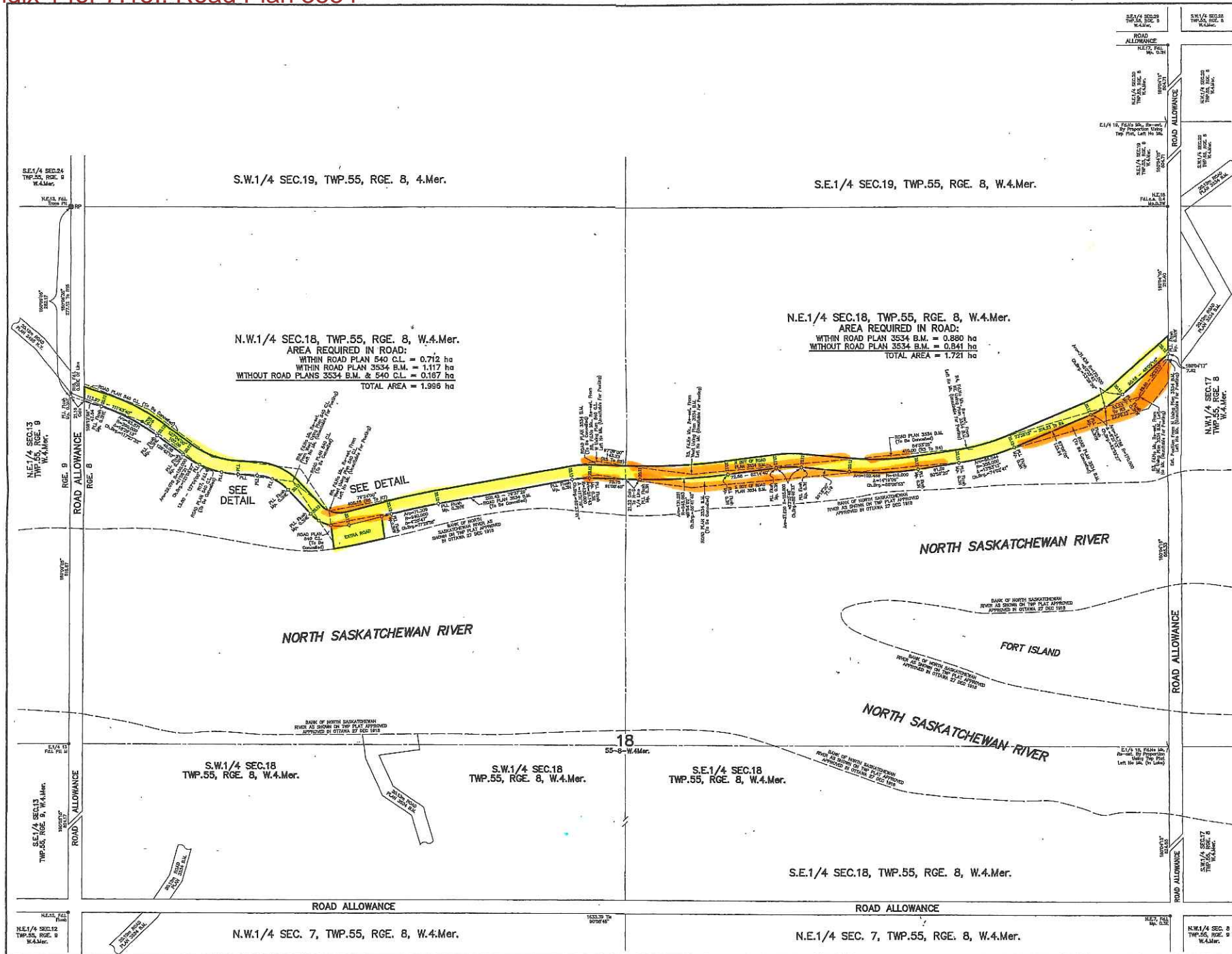
Cancelled portions shall be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

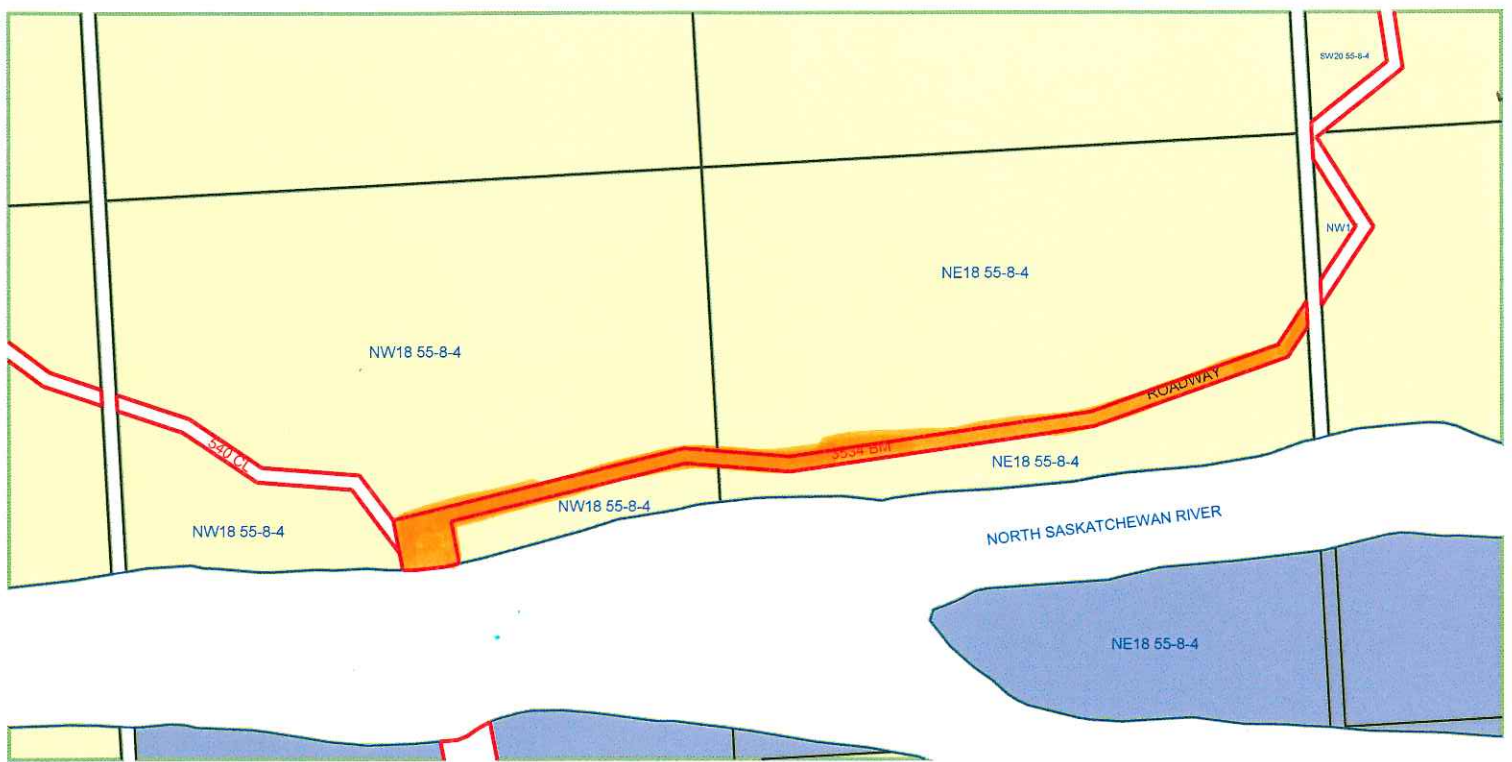
REEVE

APPROVED THE _____ DAY OF _____ 201__.

MINISTER OF TRANSPORTATION



ROAD PLAN 3534BM







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

Issue Summary Report

7.16. ROAD CANCELLATION - PLAN 3207ET IN SE 32-58-9-W4 AND SW 33-58-9-W4

#20140808001

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Road Plan 3207ET located in SE 32-58-9-W4 and SW 33-58-9-W4 is being presented to Council for cancellation as a new road was built but the old road plan was never cancelled. The area to be cancelled is orange. This road plan was brought before Council in the past however the area to be cancelled has changed.

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, Council has determined that the lands hereafter described by the existing road plan are no longer required for the travelling public due to the existence of an alternate route,

WHEREAS, the land 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:

Firstly, closure all that portion of Road Plan 3207ET in SE 32-58-9-W4 containing 0.10 acres more or less;

Secondly, closure all that portion of Road Plan 3207ET in SW 33-58-9-W4 containing 0.737 hectares (1.82 acres) more or less, excepting thereout all mines and minerals. Cancelled portions to be consolidated with respective titles.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

August 12, 2014

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.

Firstly, closure all that portion of Road Plan 3207ET in SE 32-58-9-W4 containing 0.10 acres more or less;

Secondly, closure all that portion of Road Plan 3207ET in SW 33-58-9-W4 containing 0.737 hectares (1.82 acres) more or less

Excepting thereout all mines and minerals

Cancelled portions to be consolidated with respective titles.

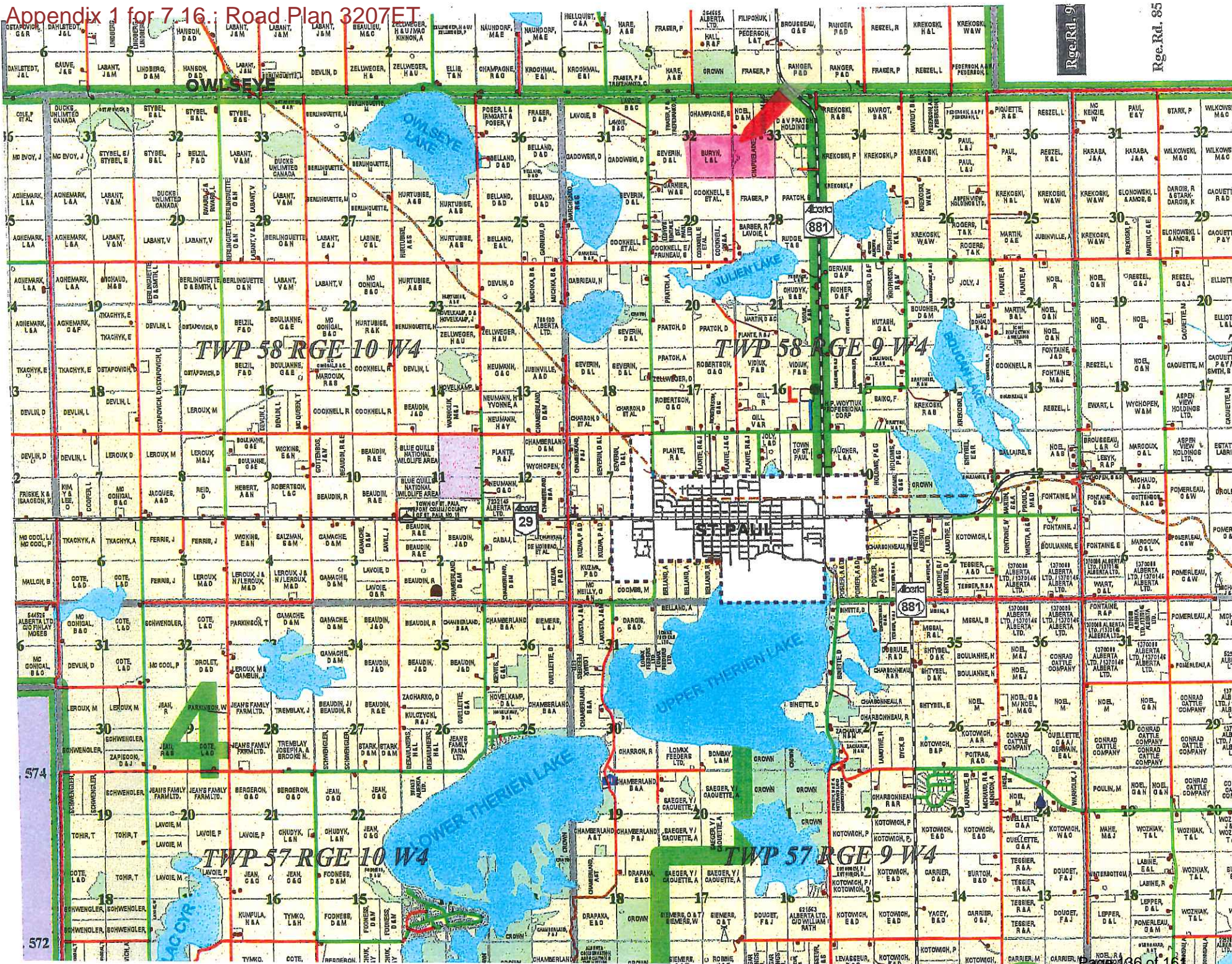
CHIEF ADMINISTRATIVE OFFICER

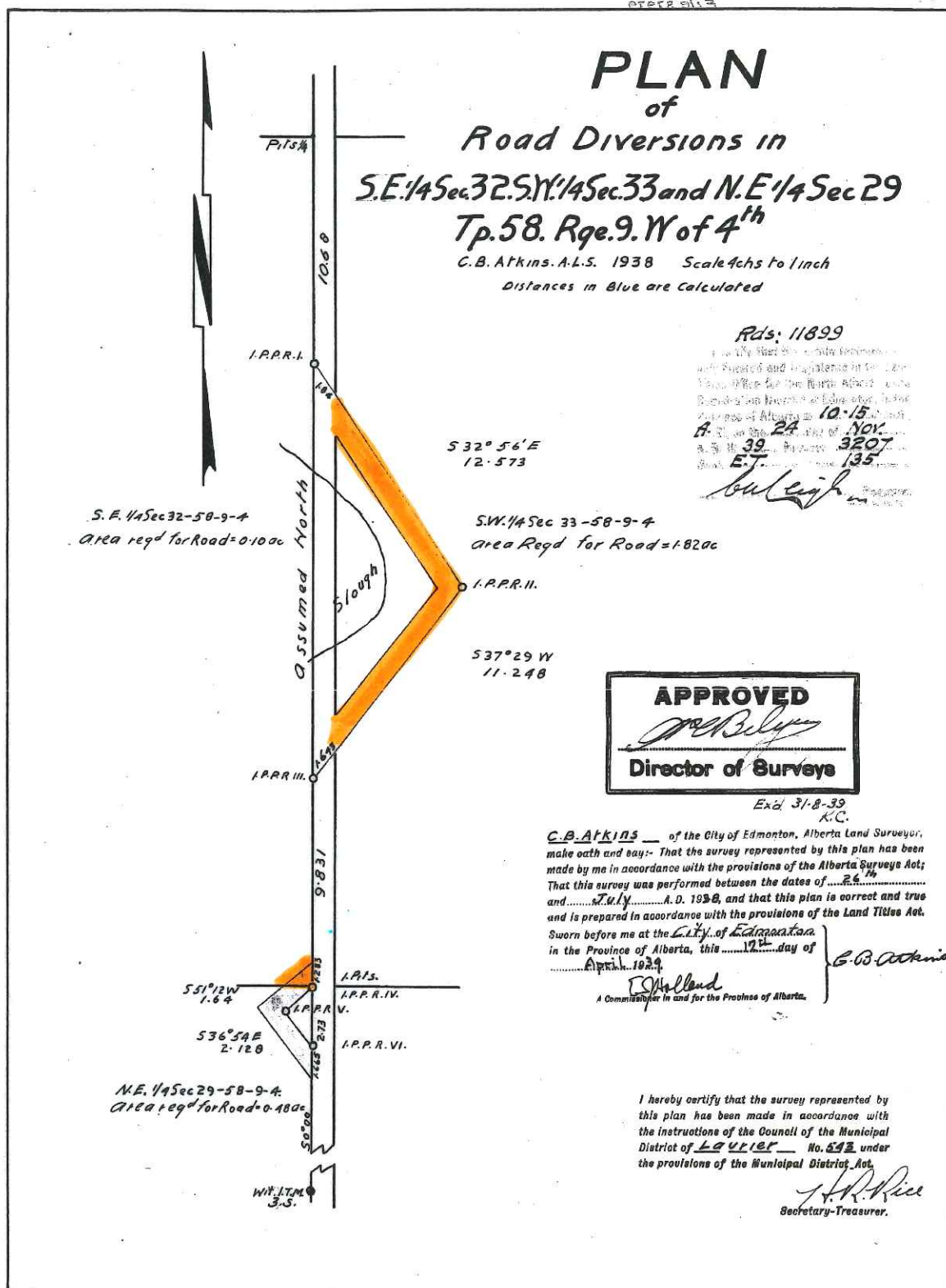
REEVE

APPROVED THE _____ DAY OF _____ 201__.

MINISTER OF TRANSPORTATION

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





ROAD PLAN 3207ET





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

Issue Summary Report

7.17. REQUEST TO NAME SUBDIVISION AT FLOATINGSTONE

#20140808002

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Lot owners at Floatingstone Lake, Plan 0924246 in NW 31-60-11-W4 would like to have their subdivision named "Sunset Cove" and are requesting that signage be installed at the entry of the development to assist emergency services in the case of medical emergency or fire. In their letters attached, the lot owners are requesting who is responsible to cover the costs of the signage. If it is their responsibility to pay for the signage, they are requesting a quote prior to the work being done.

Recommendation

As per Council's wishes.

Additional Information

Originated By : Idemoissac

Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot 607

(legal lot 2)

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

We propose to have our new sub division named "**Sunset Cove**" and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council's response to her as indicated below.

Email: CarlaRenneberg@gmail.com

Ph: 780-819-0025

Address: 30 – 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2

Owner names & address':

Randy and Mariola Faloon

2844- 37c Ave. Edmonton AB

T6T 1M3

Owner's Signatures: (Please sign then print your name below)

Randy Faloon - R Faloon
Mariola Faloon - MFaloon

Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot 3

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

We propose to have our new sub division named "**Sunset Cove**" and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council's response to her as indicated below.

Email: CarlaRenneberg@gmail.com

Ph: 780-819-0025

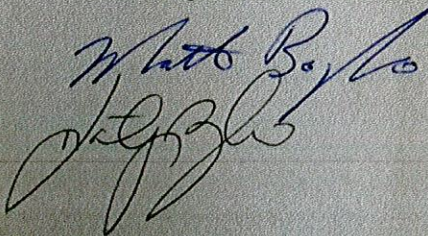
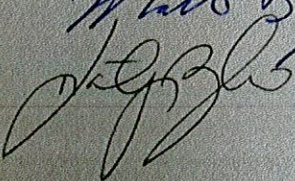
Address: 30 - 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2

Owner names & address':

MATTHEW & KAITLYN BOYKO

12 NAULT CR, ST ALBERT, AB T8N 4H8

Owner's Signatures: (Please sign then print your name below)

 → MATT BOYKO
 → Kaitlyn Boyko

Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot 3

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

We propose to have our new sub division named “Sunset Cove” and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council's response to her as indicated below.

Email: CarlaRenneberg@gmail.com


Ph: 780-819-0025

Address: 30 – 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2

Owner names & address':

Symeon & Melody Zawalak
108 Tuscano close
Sturgeon County AB
T8T 0C9

Owner's Signatures: (Please sign then print your name below)


Symeon Zawalak

Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot _4 & 5__

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

We propose to have our new sub division named "**Sunset Cove**" and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council's response to her as indicated below.

Email: CarlaRenneberg@gmail.com

Ph: 780-819-0025

Address: 30 – 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2

Owner names & address':

Ashley Godwin #36 Brighton Bay Sherwood Park, Alberta T8H-2C3

Owner's Signatures: (Please sign then print your name below)



Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot 6

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

We propose to have our new sub division named "**Sunset Cove**" and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council's response to her as indicated below.

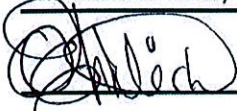
Email: CarlaRenneberg@gmail.com

Ph: 780-819-0025

Address: 30 – 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2

Owner names & address':

Lorenz and Cindy Ehrlich lot 6



Owner's Signatures: (Please sign then print your name below)

Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot 7/8

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

(now legal lot 10)
combined both
lots into one

We propose to have our new sub division named “**Sunset Cove**” and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council’s response to her as indicated below.

Email: CarlaRenneberg@gmail.com

Ph: 780-819-0025

Address: 30 – 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2

Owner names & address’:

Kyle Melnyk

52351 Range Road 224

Sherwood Park, Alberta T8C-1B8

Kyle MELNYK 

Owner’s Signatures: (Please sign then print your name below)

Proposal to Name New Sub Division at Floatingstone Lake, AB

RE: NW 31 60 11 W4 - Plan 0924246 Block 1 Lot 9

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

We propose to have our new sub division named “**Sunset Cove**” and for signage to be installed at the entry of the development to assist emergency services in the case of a medical emergency or fire. We wish for council to determine who will be responsible to cover the cost of the subdivision signage showing the outlines of the lots, including lot numbers and the name of the development similar to other signs at the entrance of other sub divisions in the area.

If it is determined that any costs are the responsibility of the owners then we hereby request a quote from the county prior to any work being done.

We appoint Carla Renneberg (Owner of legal lot 9) to be our liaison for this matter, please direct council’s response to her as indicated below.

Email: CarlaRenneberg@gmail.com

Ph: 780-819-0025

Address: 30 – 51551 Range Rd 212A, Sherwood Park, AB T8G 1B2


Owner names & address’:

Roy + Carla Renneberg

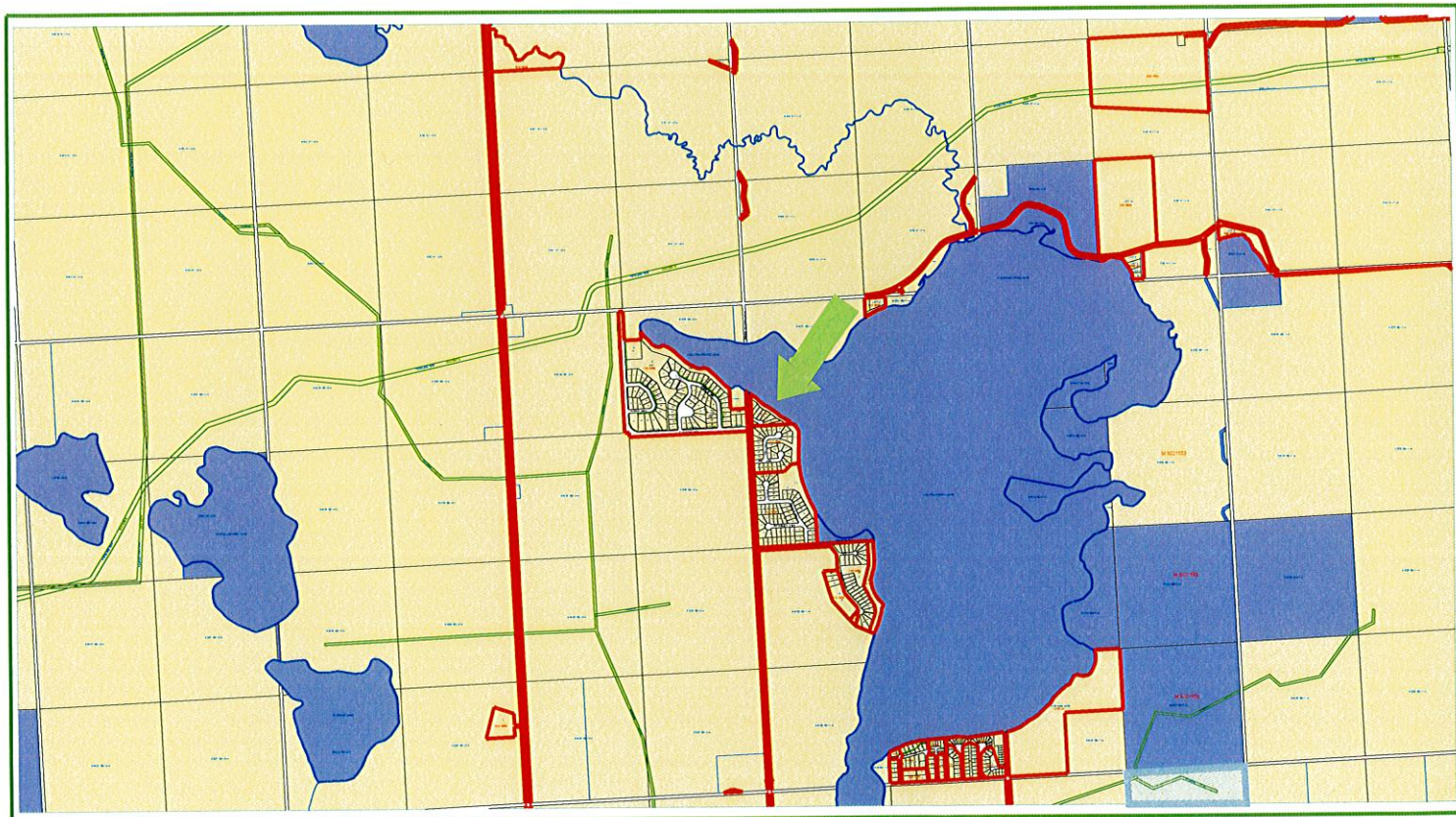
30 – 51551 Range Rd 212A

Sherwood Park, AB T8G 1B2

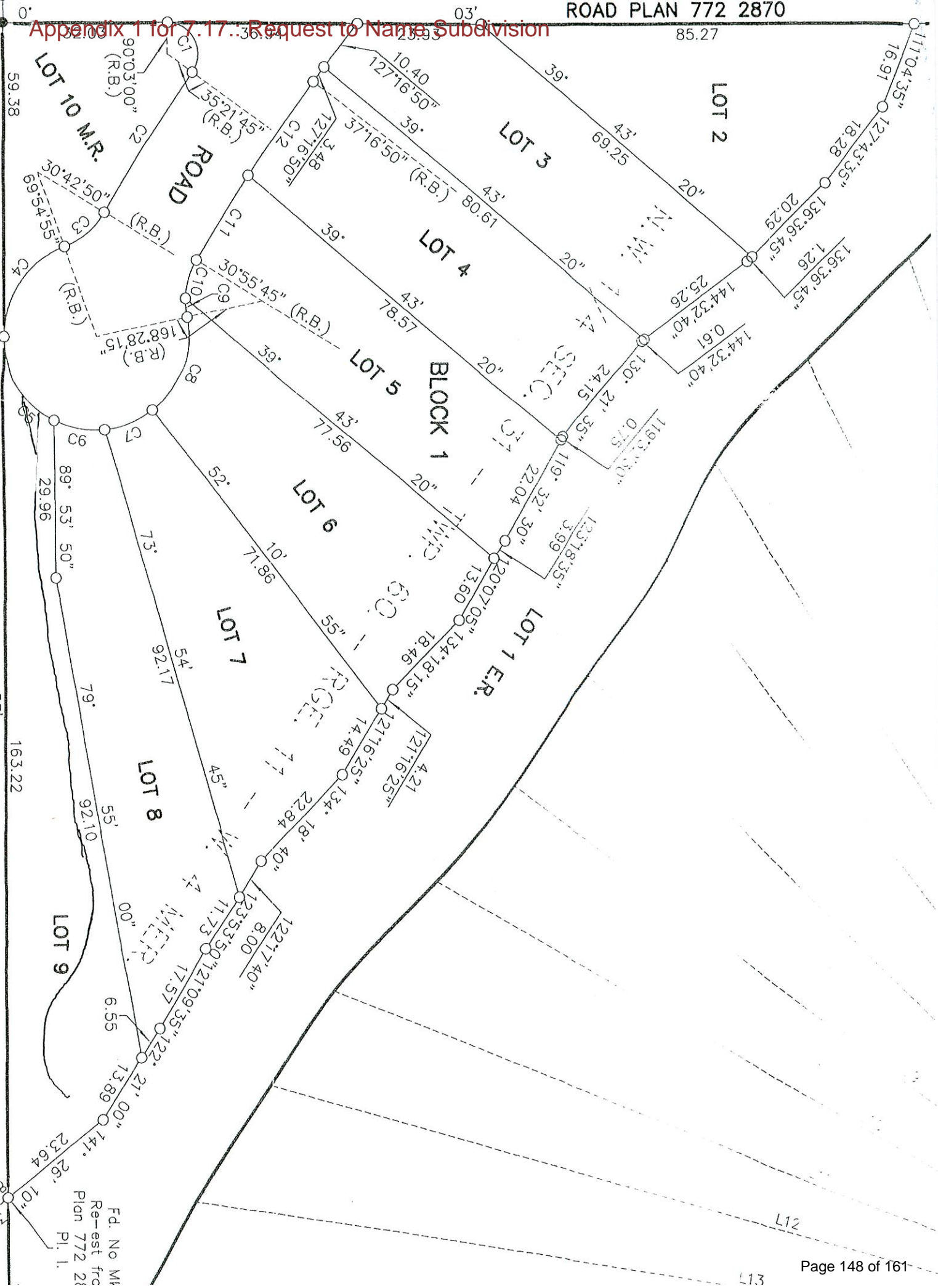
Owner’s Signatures: (Please sign then print your name below)


Roy Renneberg


Carla Renneberg



Fd. No M
Re-est fr
Plan 772 2
Pl. 1.





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

Issue Summary Report

7.18. WATER DISTRIBUTIONS LINES - BUILDING CANADA GRANT #20140808003

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Following a Public Meeting in June for Lottie Lake and Ashmont residents, Administration sent out an information package to all residents regarding the potential of building new water distribution lines in these communities. Residents had until July 31 to respond back to the County regarding how they felt about the project and if they are willing to contribute to the replacement of these lines. We had only 21 responses returned. Of those the majority are opposed to paying for the line although the consensus is that the lines are important. They feel that it is the County's responsibility to pay for this line. There are some that feel it is very important and are willing to pay, but they are the minority.

It appears that if we make application under Building Canada and want to pay for the municipal portion with a local improvement tax bylaw that we would likely have a petition against the bylaw and be unable to pass 3rd reading. Notwithstanding that, the current water distribution lines will not last forever as they are already 50+ years old. Therefore should the County make application under the Building Canada Grant program and be successful, but not able to pass a local improvement tax bylaw, the County could recover the expense through increased water rates. This however would only be paid by water users not all the lot owners whose value of their property would be increased due to the availability of high quality water and new distribution lines.

Recommendation

That the County make two applications under the Building Canada Grant Program, when it is available, for the construction of new water distribution lines in Lottie Lake and Ashmont. Further that if successful, that the 1/3 municipal portion of the project be paid for through the use of local improvement tax bylaw on a per lot basis, or should that not be successful, through increased water rates.

Additional Information

Originated By : skitz



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

Issue Summary Report

7.19. APPROVAL OF SEISMIC ACTIVITY ON COUNTY OWNED LAND #20140806005

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

CNRL is conducting seismic activities on lands east of Laurier Lake. They are requesting the County to approve a permit to conduct geophysical operations on SW18-56-03-W4 as well as part of SE14-56-04-W4. They are currently in the process of getting approval from the other landowners in the area. The land agent indicated that our lack of approval would not halt activity on lands where they have already received approval. Expected compensation resulting from this activity will be \$1200/mile for recorded source line, and \$300/mile for receiver line.

Recommendation

That Council approve the permit to conduct geophysical operations on SW18-56-03-W4 as well as part of SE14-56-04-W4.

Additional Information

Originated By : skitz

Appendix 1 for 7.19.: Permit and Map for Seismic



PERMIT TO CONDUCT GEOPHYSICAL OPERATIONS

Approved by CAGC
CAPP, SEPAC, FAO, SRD

Page ____ of ____

I/We: Sheila Kitz For St. Paul, County
(Print Name)
of 5015 - 49 AVE ST. PAUL, AB T0A 3A4
(Full Address)

(hereinafter called the "Grantor") being the ☐ Owner ☐ Lessee ☐ Renter or ☒ Representative in possession of the lands (hereinafter called the "Lands") described below and on the attached Geophysical Operations Plat(s), agree to grant to the Licensee: C.W.R.L. (holder of exploration license) and the personnel and equipment of its subcontractors (hereinafter collectively called the "Grantee") the right and authority to enter onto the Lands for the purposes of conducting all phases of a single geophysical operation.

☒ Owned ☐ Leased ☐ Rented SW of Section 18 TWP 56 RGE 03 W 4 M
☒ Owned ☐ Leased ☐ Rented PART OF of Section 14 TWP 56 RGE 04 W 4 M
☐ Owned ☐ Leased ☐ Rented of Section TWP RGE W M

Furthermore, the Grantor and Grantee hereby covenant the following terms and conditions:

1. The Grantee agrees to compensate the Grantor the following Permit Fees:

\$ 1200.00 / Mile Recorded Source Line \$ _____ / Mile Off-line Access
\$ 300.00 / Mile RECEIVER LINE \$ _____ / Fence Cut / Drop
\$ _____ / \$ _____ /

These monies are compensation for Permit Fees and not for damages beyond normal wear and tear, and shall be paid within 90 days following the completion of the geophysical operation. In the event that the Grantee does not enter onto the Lands or portions of the Lands permitted, the Grantee shall not be obliged to make any payment to the Grantor for those lands not entered.

2. The Grantee agrees to compensate the Grantor for any damages in excess of normal wear and tear that may occur as a result of this operation. If damages occur, they will be compensated for at fair market value.

3. The Grantee will conduct all operations in a careful, diligent and responsible manner, in accordance with all applicable laws, geophysical regulations and government approval conditions in the province of ☒ ALBERTA ☐ B.C. ☐ MANITOBA ☐ SASKATCHEWAN ☐ OTHER _____

4. The Grantee shall indemnify and save the Grantor harmless from any actions, claims, losses or demands by a third party arising from acts or omissions of the Grantee in respect of its operations and for any loss, damage cost and expense to the Grantor in respect of such operations.

5. It shall be the responsibility of the Grantor to accompany the Grantee and to inspect the permitted Lands upon completion of the operation, to establish and agree upon the amount of compensation. A signed Geophysical Operations Release is required from the Grantor before any compensation for damages will be made by the Grantee.

6. The Grantor grants a working area as shown and off-line conditions as specified on the Geophysical Operations Plat(s). All operations shall take place in a working area which is approximately 16.5 feet / 25 ft / 25 ft for cutting / snowplowing).

7. The Grantor allows the Grantee to DELETE, SHIFT or OFFSET LINE(s) and/or Receiver and/or Source Points; shift line(s) up to 100 ft/m.

8. Other interested parties: eg: Ducks Unlimited, Offer to Purchase, Renters Acreages, etc. LANNI BRISTOL

9. This permit is in effect from the date endorsed by the Grantor until March 01, 2015 excluding a reasonable amount of time to perform a final cleanup which is delayed due to weather conditions.

10. Any additional terms, express or implied, shall have no force or effect unless made in writing and agreed to by the Grantor and Grantee as stated below or on the attached Geophysical Operations Plat(s) which form part of this document.

- THIS PERMIT CONDITIONAL TO ST. PAUL COUNTY COUNCIL
APPROVAL
- SEE CONDITIONS OF RENTERS PERMIT
- SOME LINES MAY OR MAY NOT ENTER LAND

☐ Only for B.C. Landowners - by initialing this box, the Landowner consents in writing to the activity covered in this agreement beginning upon the permit being issued by the (Oil and Gas) Commission. This waives the 15 day waiting period however it does not waive the right of the Landowner to appeal the permit to the Commission as per legislation.

I declare that I have the legal authority or the consent of the Owner, or party lawfully in possession of the Lands, to execute this form and accept payment of permit fees and damage fees of which part or all may be payable on behalf of the Owner or such party. I further do hereby understand and agree to this statement. As required by legislation, be aware that you, the Grantor, are giving consent for the collection and use of the personal information on this form for the purpose of conducting and completing geophysical operations.

Owner Signature: _____ Date: _____, 20____

Residence Location: _____ Phone: (____) _____

Lessee/Renter/
Representative Signature: [Signature] Date: July 29, 2014

Residence Location: ST. PAUL, AB Phone: (780) 645-3301

PROJECT NAME: Frog Lake 14-11-3D FILE NO.: _____
Company Name: C.W.R.L. Line No: SEE GRND
Contact Person: Mark Nergaard Phone: (403) 386-5395
Address: 2500, 855 2nd ST SW CALGARY, AB
Permit Agent: Bill Anderson Phone: (403) 396-3463 *
Permit Agent Signature: [Signature] Cert No.: _____

PLEASE DIRECT ANY CONCERNS YOU MAY HAVE TO THE ABOVE CONTACTS AS SOON AS POSSIBLE.

In Alberta, the "Seismic Operations and Farmers' Rights" booklet is available from the Permit Agent or from the Office of the Farmers' Advocate (780) 427-2433.
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Appendix 1 for 7.19: Permit and Map for Seismic



GEOPHYSICAL OPERATIONS PLAT

Approved by CAGC
CAPP, SEPAC, FAO, SRD
Page ____ of ____

Note: The Features on this Plat are approximate in scale. The location of the seismic line(s) are approximate and access may vary depending upon the survey, the terrain and obstacles.
Cross-hatched portions of the plat do not relate to this permit.

☐ 2D ☒ 3D

☒ Helicopter Ops

☐ 24 HR. Ops

ENERGY SOURCE:

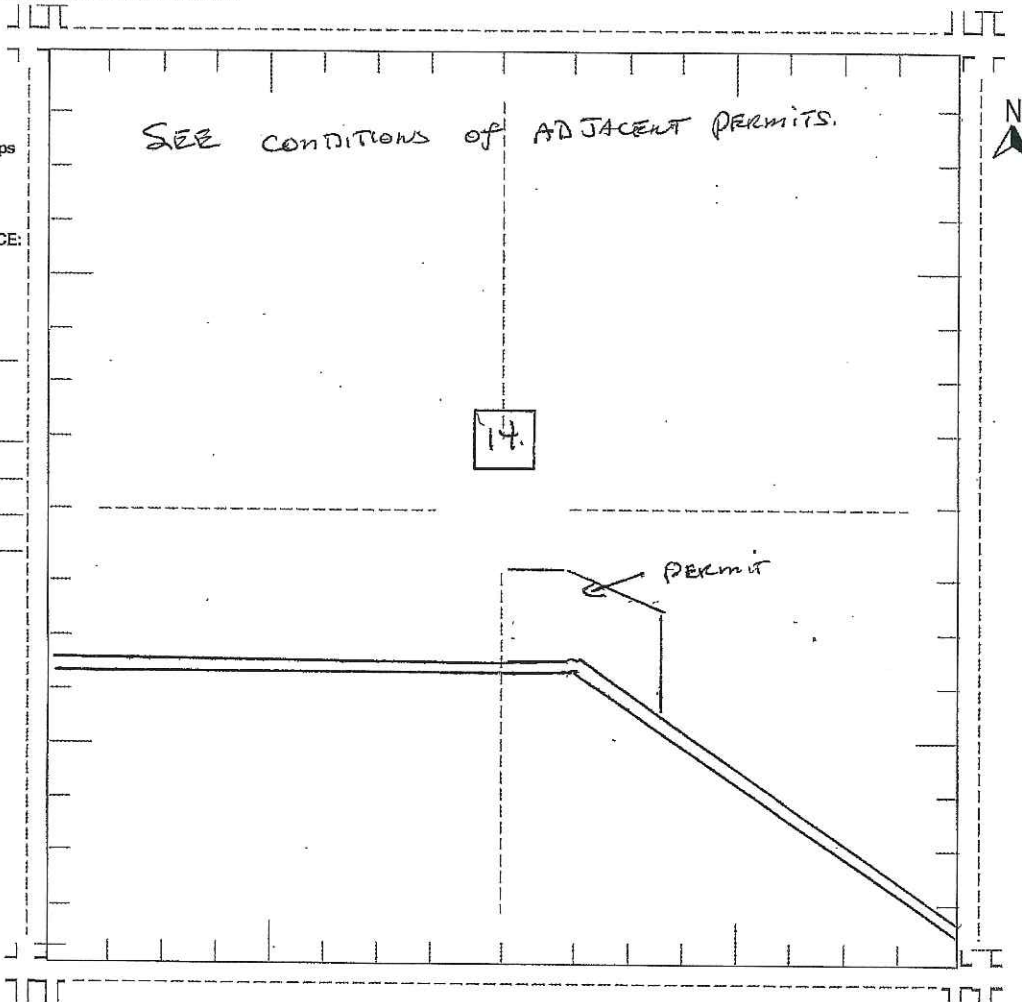
☒ Dynamite

☒ Vibroseis

☐ (OTHER) _____

Line No.

SEE
GRID



☒ Owned ☐ Leased ☐ Rented
☐ Owned ☐ Leased ☐ Rented
☐ Owned ☐ Leased ☐ Rented

PART of SE

of Section 14 TWP 8 RGE 04 W 4. M
of Section _____ TWP _____ RGE _____ W _____ M
of Section _____ TWP _____ RGE _____ W _____ M

Yes No WATER: crew may detour around or use existing crossings

☐ Creeks, River
☐ Sloughs, Low Areas, Muskeg
☐ Irrigation, Canals, Water Lines, U/G Power
☐ Prior Flowing Holes, depth _____
☐ Drill Water/Temp Div Lic _____

Yes No WATER SUPPLY: In Use Locations and Comments

☐ (W) Domestic Well
☐ (W) Livestock Well
☐ (S) Spring
☐ (D) Dugouts
☐ (W) Well in Pits

Yes No VEGETATION / LIVESTOCK:

☐ Crops (Type, Date, etc.)
☐ Trees / Brush
☒ Mechanical Cut up to _____ ft/m
☐ Chainsaw Cut _____ ft/m
☐ Livestock (Type, Date, etc.)

Yes No SNOWPLOWING:

☐ Cat Width _____ approx. ft/m
☐ Tractor Width _____ approx. 25 ft/m

Yes No FENCES: Grantor will be compensated to repair fences (xx) (xx)

☐ Cut
☐ Drop

☒ Use Gates

Yes No BUILDINGS:
☐ Concrete Foundation / Pads
Other: _____

Yes No ACCESS:
☒ Access or detour as required (indicate approx. location)
☐ Crew Staging / mag site

Yes No UTILITIES:

☐ Gas / Oil Wells
☐ Pipelines
☐ Overhead Powerlines
☐ Underground Utilities

I declare that I have the legal authority or the consent of the Owner, or party lawfully in possession of the Lands, to execute this form and accept payment of permit fees and damage fees of which part or all maybe payable on behalf of the Owner or such party. I further do hereby understand and agree to this statement. As required by legislation, be aware that you, the Grantor, are giving consent for the collection and use of the personal information on this form for the purpose of conducting and completing geophysical operations.

Owner Name: St. Paul County
Lessee/Renter/
Representative Name: Sheila Kitz

Owner Signature: _____
Lessee/Renter/
Representative Signature: _____

Date: July 29, 2014
Date: _____, 20

PROJECT NAME: Frog Lake 14-111-3D

FILE NO.:

Permit Agent: Bill Anderson

Permit Agent Signature: _____

Date: July 29, 2014

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Appendix 1 for 7.19.: Permit and Map for Seismic



GEOPHYSICAL OPERATIONS PLAT

Approved by CAGC
CAPP, SEPAC, FAO, SRD

Page _____ of _____

Note: The Features on this Plat are approximate in scale. The location of the seismic line(s) are approximate and access may vary depending upon the survey, the terrain and obstacles. Cross-hatched portions of the plat do not relate to this permit.

☐ 2D ☒ 3D

☒ Helicopter Ops

☐ 24 HR. Ops

ENERGY SOURCE:

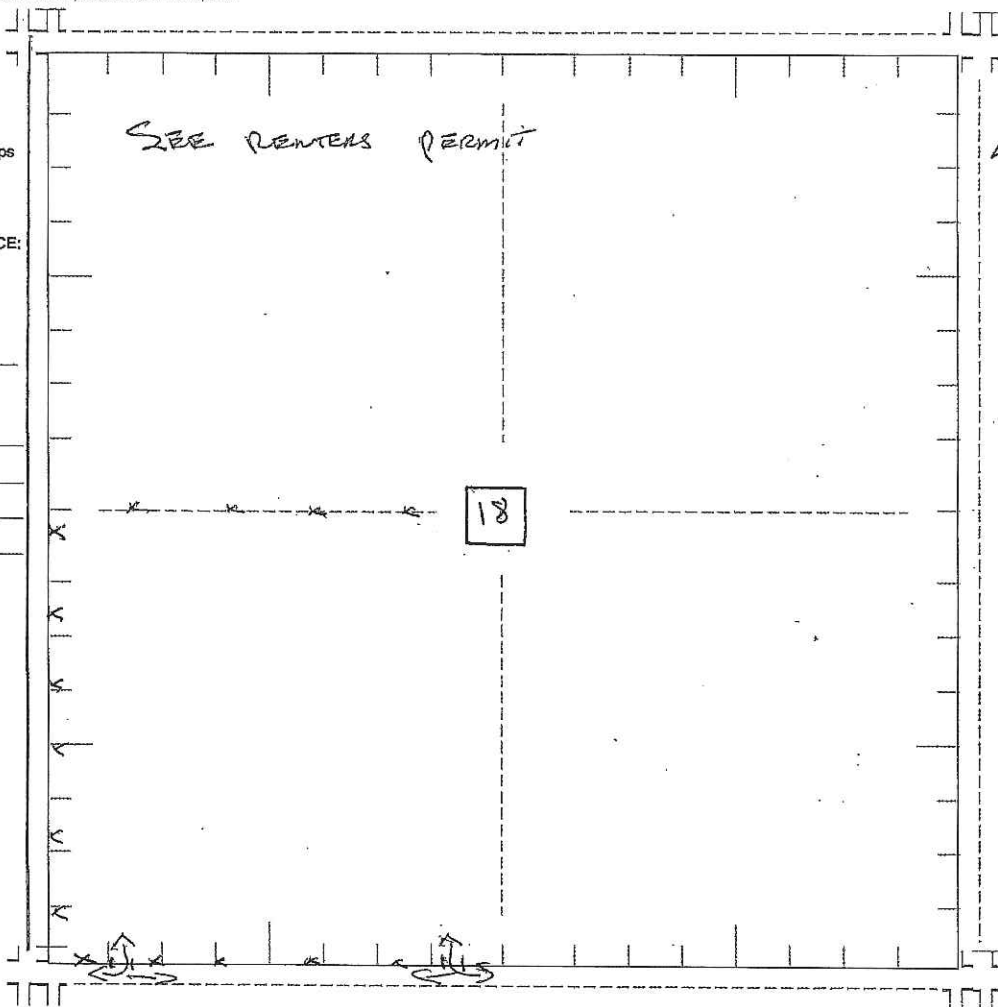
☒ Dynamite

☒ Vibrosels

☐ (OTHER)

Line No.

SEE
GRID



☒ Owned ☐ Leased ☐ Rented
☐ Owned ☐ Leased ☐ Rented
☐ Owned ☐ Leased ☐ Rented

SW

of Section 18 TWP 56 RGE 03 W 4 M
of Section TWP RGE W M
of Section TWP RGE W M

Yes No WATER: crew may detour around or use existing crossings

☐ Creeks, River
☐ Sloughs, Low Areas, Muskeg
☐ Irrigation, Canals, Water Lines, U/G Power
☐ Prior Flowing Holes, depth
☐ Drill Water/Temp Div Lic

Yes No WATER SUPPLY: In Use Locations and Comments

☒ (w) Domestic Well
☒ (w) Livestock Well
☐ (s) Spring
☐ (d) Dugouts
☐ (w) Well in Pits

Yes No VEGETATION / LIVESTOCK:

☐ Crops (Type, Date, etc.)
☒ Trees / Brush
☒ Mechanical Cut 3 up to 4.5 metres ft/m
☐ Chainsaw Cut ft/m
☐ Livestock (Type, Date, etc.)

Yes No SNOWPLOWING:

☐ Cat Width approx. ft/m
☐ Tractor Width approx. 25 ft/m

Yes No FENCES: Grantor will be compensated to repair fences xx (xx)

☐ Cut SEE RENTERS
☐ Drop

☐ Use Gates

Yes No BUILDINGS:

☐ Concrete Foundation / Pads
☐ Other:

Yes No ACCESS:

☐ Access or detour as required (Indicate approx. location)
☐ Crew Staging / mag site

Yes No UTILITIES:

☒ Gas / Oil Wells
☐ Pipelines
☐ Overhead Powerlines
☐ Underground Utilities

I declare that I have the legal authority or the consent of the Owner, or party lawfully in possession of the Lands, to execute this form and accept payment of permit fees and damage fees of which part or all maybe payable on behalf of the Owner or such party. I further do hereby understand and agree to this statement. As required by legislation, be aware that you, the Grantor, are giving consent for the collection and use of the personal information on this form for the purpose of conducting and completing geophysical operations.

Owner Name: ST. Paul County

Owner Signature:

Date: 20

Lessee/Renter:

Lessee/Renter:

Date: July 29, 2014

Representative Name: SHEILA LEE

Representative Signature:

Date: July 29, 2014

PROJECT NAME: Frog Lake 14-111-3D

FILE NO.:

Permit Agent: Bill Anderson

Permit Agent Signature: Ba

Date: July 29, 2014

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www.county.stpaul.ab.ca

Issue Summary Report

7.20. NATURAL GAS LINE TO CROSS ROAD IN HAMLET OF OWLSEYE

#20140806004

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

During the Public Works meeting, Council was informed that a resident in the Hamlet of Owlseye that would like the County to allow AltaGas the ability to service another building that they own by running a gas line under Main Street. Council to decide if they will allow a natural gas line to cross Main Street in Owlseye.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

Approximate location of gas line to
cross County Road for David and Donna
Hanson





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Issue Summary Report

7.21. ABANDONED OR ORPHANED WELLS

#20140808004

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Background

Councillor Sloan has asked Administration to put this item on the agenda. He is concerned with the fact that these wells exist in the County. According to our tax department we have 3039 abandoned wells and 302 drilled and cased wells in the County.

Municipal Affairs Director of Linear Property Assessment Unit, Christine Risling is planning to attend our September 9, 2014 Council meeting to discuss linear assessment process with Council. At that time she will also touch on the issue of abandoned and orphaned wells. Currently if a well is considered abandoned by Alberta Environment, then there is no longer considered linear property and will not have an assessment.

Recommendation

Accept as information.

Additional Information

Originated By : skitz



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Issue Summary Report

9.1. CAO REPORT

#20140728001

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Recommendation

Motion to file the CAO Report as presented.

Additional Information

Originated By : skitz



County of St Paul No 19
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Issue Summary Report

11.1. LISTING OF ACCOUNTS PAYABLE

#20140728003

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Recommendation

Motion to file the listing of Accounts Payable as circulated:

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

Additional Information

Originated By : pcorbiere



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Issue Summary Report

11.2. COUNCIL FEES

#20140728004

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Recommendation

Motion to approve the Council Fees for the Month of July, 2014 as circulated.

Additional Information

Originated By : tmahdiuk



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

Issue Summary Report

11.3. BUDGET TO ACTUAL

#20140728005

Meeting : August 12, 2014

Meeting Date : 2014/08/12 10:00

Recommendation

Motion to approve the budget to actual as of July, 2014.

Additional Information

Originated By : skitz