

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

November 10, 2015

Tuesday, November 10, 2015 Start time 10:00 AM

AGENDA

- 1. Call to Order
- 2. Minutes
 - 2.1 October 13, 2015 (2015/10/13)
 - 2.2 Special Meeting Oct. 22, 2015 (2015/10/22)
 - 2.3 Organizational Meeting (2015/10/28)
- 3. Bank Reconciliation
- 4. Additions to Agenda and Acceptance of Agenda
- 5. In Camera
 - 5.1. In Camera
- 6. Business Arising from Minutes
 - 6.1. Date for CAO Evaluation
 - 6.2. Letter from MLA Bonnyville Cold Lake Hwy 28 from Hwy 36 to 41
- 7. **Delegation**
 - 7.1. 10:45 a.m. Dwight Dach SW 7-57-7-W4
 - 7.2. 11:00 a.m. Public Hearing Bylaw No. 2015-19 Road Closure Bylaw Road Plan 3445BM between W 1/2 14-57-6-W4 and E 1/2 15-57-6-W4
 - 7.3. 11:30 a.m. Riverland Recreational Trail Society
 - 7.4. 1:00 p.m. Public Hearing Bylaw No. 2015-26 Amend Land Use Bylaw Wording Changes
 - 7.5. 1:15 p.m. Mallaig Ag Society Amanda Amyotte
- 8. New Business
 - 8.1. Brownlee Law Seminar Feb. 18
 - 8.2. Regional Water & Wastewater Seminar Nov. 23
 - 8.3. FCSS Conference Nov. 25-27
 - 8.4. Schedule Date for Budget Meetings

- 8.5. Town & Country Ladies Funspiel
- 8.6. Request for Draw Prize Vilna Seniors Lodge
- 8.7. 2015 Allocation of Recreational Facilities Grants for Community Halls
- 8.8. **John Deere 844K Loader**
- 8.9. Bylaw 2015-25 Licence Road Allowance between SW 27 and SE 28-57-10-W4
- 8.10. Bylaw No. 2015-27 Borrowing Bylaw Waterline
- 8.11. Bylaw No. 2015-28 Borrowing Bylaw Ashmont Lagoon
- 8.12. **2016 Strategic Plan**
- 8.13. St. Paul Town and County Joint Fire Services Agreement
- 8.14. ACP Grant Regional Occupational Health & Safety
- 8.15. Ashmont Lagoon & Joint Waste Water Transfer Station
- 8.16. Scholarships for County Residents
- 8.17. Policy for Memorial Plaque
- 8.18. Request to Name Road Sedor Road
- 8.19. Easement

9. Correspondence

- 10. Reports
 - 10.1. CAO Report
- 11. Upcoming Meetings
 - 11.1. Nov. 16-19 AAMD&C Convention
 - 11.2. Nov. 24 @ 10:00 a.m. Public Works followed by Policy Committee
- 12. Financial
 - 12.1. Budget to Actual
 - 12.2. Council Fees
 - 12.3. Listing of Accounts Payable
- 13. Adjournment

5. In Camera

5.1. IN CAMERA



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Issue Summary Report

5.1. In Camera #20151105001

Meeting: November 10, 2015 Meeting Date: 2015/11/10 10:00

Meeting Type: Council Meeting

Background

In camera items to be presented at the Council meeting.

Recommendation

Motion to go in camera as per Section 21 - Intergovernmental Relations and Section 25 - Land Matters, of the FOIP Act. Time:

Additional Information

6. Business Arising from Minutes

- 6.1. DATE FOR CAO EVALUATION
- 6.2. LETTER FROM MLA BONNYVILLE COLD LAKE HWY 28 FROM HWY 36 TO 41



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Issue Summary Report

6.1. Date for CAO Evaluation

#20151014001

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

At the October Meeting, Council tabled the decision on a date for the CAO evaluation.

As per Section 205.1 of the Municipal Government Act, Council must provide the Chief Administrative Officer with an annual written performance evaluation.

Recommendation

Motion to set a date for the CAO Evaluation, as per Section 205.1 of the Municipal Government Act.

Additional Information



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Issue Summary Report

6.2. Letter from MLA Bonnyville - Cold Lake - Hwy 28 from Hwy 36 to #20151104007

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

At the September 29 Public Works Meeting, Council made a motion to table the request from MLA Bonnyville-Cold Lake to send a letter to the Minister of Transportation in support of converting Highway 28 from the junction of Highway 36 at Ashmont to the Junction of Highway 41 at Hoselaw to a high load corridor, to a Council Meeting.

Since then Ralph Gilbertson stopped at the administration office and met with CAO Sheila Kitz. He advised that Highway 28 will be converted to a high load corridor.

Does Council still want to send a letter supporting the MLA from Bonnyville-Cold Lake as requested? Does Council want to add this to the list of concerns to be discussed at our meeting with Transportation staff during the AAMD&C Convention?

Recommendation

Administration is recommending that we discuss the high load corridor during the meeting with Alberta Transportation staff during the AAMD&C Convention.

Additional Information

Appendix 1 for 6.2.: Letter from Bonnyville MLA



LEGISLATIVE ASSEMBLY ALBERTA

Scott Cyr, MLA
Bonnyville – Cold Lake

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

September 1, 2015

Dear Ms. Kitz:

On July 28, 2015 I met with provincial Transportation Minister Brian Mason regarding numerous issues pertaining to the Highway 28 corridor.

One of those pressing issues, among many, is the 75% road ban that has been placed on Highway 41 through the Kehewin First Nation. While a solution is being engineered and costs estimated to resolve the geotechnical failure of Highway 41, the 75% road ban has the effect of banning the import and export of high loads to and from the manufactures in the Bonnyville-Cold Lake constituency. This also hampers the development of the Cold Lake Oil Sands and local heavy oil production.

A readily available solution to support industry is the conversion of Highway 28 from the junction of Highway 36 at Ashmont to the Junction of Highway 41 at Hoselaw to a high load corridor. Unlike the repairs through Kehewin that could end of up being thrown away if the geotechnical failure continues, the burying and raising of utility lines is a permanent, relatively low cost move.

I conducted a survey of the route and determined there are 31 instances of wires crossing over this road section. Sources have indicated the costs to move each wire can range anywhere from \$10,000 to \$30,000. This provides a rough estimate of \$310,000 to \$930,000 for the work before actual engineering and tendering.

..2/

Appendix 1 for 6.2.: Letter from Bonnyville MLA

-2-

I would ask that you and your council help support local industry and local jobs by sending a letter of support to Alberta Transportation Minister Brian Mason asking him to have the wires raised or buried on Highway 28 from Highway 36 to Highway 41.

Sincerely,

Scott Cyr, MLA Bonnyville – Cold Lake

cc:

Glenn van Dijken, MLA Barrhead – Morinville – Westlock, Shadow Minister of Transportation Dave Hanson, MLA Lac La Biche - St. Paul - Two Hills, Shadow Minister of Aboriginal Relations

7. Delegation

7.1.	10:45 A.M DWIGHT DACH - SW 7-57-7-W4
7.2.	11:00 A.M PUBLIC HEARING - BYLAW NO. 2015-19 - ROAD CLOSURE BYLAW ROAD PLAN 3445BM BETWEEN W 1/2 14-57-6-W4 AND E 1/2 15-57-6-W4
7.3.	11:30 A.M RIVERLAND RECREATIONAL TRAIL SOCIETY
7.4.	1:00 P.M PUBLIC HEARING - BYLAW NO. 2015-26 - AMEND LAND USE BYLAW - WORDING CHANGES
7.5.	1:15 P.M MALLAIG AG SOCIETY - AMANDA



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Issue Summary Report

7.1. 10:45 a.m. - Dwight Dach - SW 7-57-7-W4

#20151103001

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Dwight Dach, will be in as a delegation, to request compensation for the extra charges from Shamrock Valley Ent. to connect his meter vault to a cc on his property. When Shamrock Valley was looking for the water line they discovered that the cc was put on the opposite side of the trail. It took 3 hours to find the line and and additional 7 hours to determine where it went. After they followed the line, they cut it and installed the cc where it should have originally been installed. There will be a subsequent invoice for the cost of the cc valve which Mr. Dach has not yet received.

Recommendation

Administration recommends that this invoice and any subsequent invoices be forwarded to the Elk Point/St. Paul Water Commission to be dealt with as it is an issue with engineering and/or installation of the meter vault.

Additional Information



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Meeting Date: 2015/11/10 10:00

Issue Summary Report

7.2. 11:00 a.m. - Public Hearing - Bylaw No. 2015-19 - Road Closure Bylaw Road Plan 3445BM between W 1/2 14-57-6-W4 and E 1/2 15-57-6-W4

#20151006003

Meeting: November 10, 2015

Meeting Type: Council Meeting

Background

At the August 11, 2015 Meeting, Council gave first reading to bylaw No. 2015-19, which is a bylaw to close a portion of Road Plan 3445BM located between W 1/2 14-57-6-W4 and E 1/2 15-57-6-W4.

The Public Hearing has been advertised for 11:00 a.m. to discuss Bylaw No. 2015-19. The landowners wants to purchase the road allowance so he can gate it and deter traffic from travelling on the steep road, which only serves as an access to his property.

Following the Public Hearing, Bylaw No. 2015-19 will be forwarded to the Minister of Transportation for approval. Then it will be brought back to Council to consider second and third reading.

Recommendation

Proceed to Public Hearing scheduled for 1:30 p.m. to discuss Bylaw No. 2015-19, which is a Bylaw to cancel Road Plan 3445BM between W 1/2 14-57-6-W4 and E 1/2 15-57-6-W4.

Additional Information

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2015-19

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

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

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

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

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

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

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

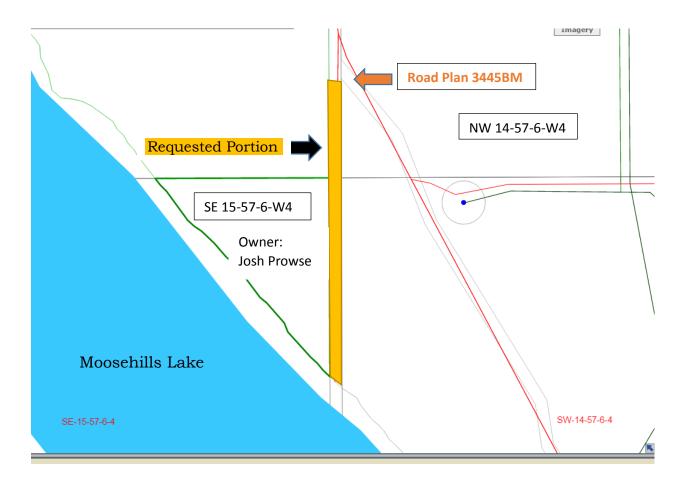
Meridian 4 Range 6 Township 57

All that portion of the original government road allowance adjoining the west boundary of Section 14 lying south of the south limit of Road Plan 3445BM and which is not covered by the waters of Moose Hills Lake.

EXCEPTING THEREOUT ALL MINES AND MINERALS

Received first reading this 11th day of August, 2015	(Original signed by Reeve S. Upham)
	Reeve (Original signed by CAO S. Kitz)
	Chief Administrative Officer
APPROVED this day of	_ , 20
Minis	ster of Transportation
Received second reading this day of	, 20
Received third reading this day of	, 20
	Reeve
	Chief Administrative Officer

Request to purchase portion of Original Government Road Allowance Josh Prowse, SE 15-57-6-W4





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Issue Summary Report

7.3. 11:30 a.m. - Riverland Recreational Trail Society

#20151013007

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

In August, 2012 Council heard from a delegation (Marvin Bjornstad, Danny Smyl, Gerry Bidulock and Maurice Dargis) about how the Riverland Recreational Trail Society and the Grooming Foundation were struggling with operating costs. At that time, the delegation requested that Council redirect the funding which the County provided on an annual basis from the Iron Horse Product Club to Riverland and the Grooming Foundation to assist with operating costs. They also requested that Council increase the funding from \$4,800 to \$6,720.

Following their presentation, council passed a resolution to redirect the annual funding from the Iron Horse Product Club to the Riverland Recreation Society and the Trail Groomers Association for a three year term and to increase the annual funding contribution to \$6720, effective 2013. (Resolution CM 20120812.1014) The funding under the three year agreement expires on December 31, 2015.

The Riverland Recreation Trail Society will be in to make a presentation to tell council what they`ve been able to accomplish with the funding and to request the funding for another three years.

Additional Information



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Issue Summary Report

7.4. 1:00 p.m. - Public Hearing - Bylaw No. 2015-26 - Amend Land Use #20151103002 Bylaw - Wording Changes

Meeting: November 10, 2015 Meeting Date: 2015/11/10 10:00

Meeting Type: Council Meeting

Background

At the October Meeting, Council gave first reading to Bylaw No. 2015-26, which is a bylaw to include a notwithstanding clause under Part 7.30 Sewage Holding Tanks of Land Use Bylaw No. 2013-50.

Bylaw No. 2015-26 was advertised in the St. Paul Journal and Elk Point Review on October 27 and November 3, 2015. Planning and Development has not received any responses to the advertisements.

Recommendation

Proceed to Public Hearing scheduled for 1:00 p.m. to discuss Bylaw No. 2015-26, which is a bylaw to include a notwithstanding clause under Part 7.30 Sewage Holding Tanks of Land Use Bylaw No. 2013-50.

Following the public hearing:

Motion to give second reading to Bylaw No. 2015-26.

Motion to give third reading to Bylaw No. 2015-26.

Additional Information

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2015-26

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 <u>Municipal Government Act</u>, 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 with the following insertion:

Section 7.30 - Sewage Holding Tanks

- (1) On all parcels fronting onto named lakes, only self-contained sewage systems will be permitted to be installed or replaced. Self-contained Sewage Systems include, connection to a municipal system, municipal/private co-op systems and private sewage holding tanks that are constructed of reinforced pre-cast concrete and meet applicable/relevant CAN/CSA standards, but do not include non-concrete self-contained sewage holding tanks, disposal fields, treatment mounds, pit privies, or any other approved system for the disposal of sewage or waste water on a parcel of land which results in the disposal of sewage and/or waste water into the ground.
 - b. Notwithstanding the above, SE 24-59-10-W4M (Westcove Municipal Park) shall be permitted to install and operate a disposal field or treatment mound as soils dictate. The private sewage disposal system shall meet the requirements of the Alberta Private Sewage Systems Standard of Practice Regulation (2009) as amended from time to time.
 - c. Notwithstanding the above, Lot OT, Plan 5183JY (Floating Stone Municipal Park) shall be permitted to install and operate a disposal field or treatment mound as soils dictate. The private sewage disposal system shall meet the requirements of the Alberta Private Sewage Systems Standard of Practice Regulation (2009) as amended from time to time.

Read a first time in Council this 13th day of October, A.D. 2015.

Advertised the 27th day of October, A.D. 2015, and the 3rd day of November, A.D. 2015 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this	day of	, A.D. 2015.
Read a third time in Council this	day of	, A.D. 2015.
Reeve Chief Administrative Officer		ative Officer



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Meeting Date: 2015/11/10 10:00

Issue Summary Report

7.5. 1:15 p.m. - Mallaig Ag Society - Amanda Amyotte

#20151028003

Meeting: November 10, 2015

Meeting Type: Council Meeting

Background

Amanda Amyotte, representing the Mallaig & District Ag Society, will be in to speak with Council about their grant for the playground. They were verbally approved for \$75,000, however they only received \$45,000. They will be in to ask for assistance with the shortfall on their grant.

Additional Information

8. New Business

8.1.	BROWNLEE LAW SEMINAR - FEB. 18
8.2.	REGIONAL WATER & WASTEWATER SEMINAR - NOV. 23
8.3.	FCSS CONFERENCE - NOV. 25-27
8.4.	SCHEDULE DATE FOR BUDGET MEETINGS
8.5.	TOWN & COUNTRY LADIES FUNSPIEL
8.6.	REQUEST FOR DRAW PRIZE - VILNA SENIORS LODGE
8.7.	2015 ALLOCATION OF RECREATIONAL FACILITIES GRANTS FOR COMMUNITY HALLS
8.8.	JOHN DEERE 844K LOADER
8.9.	BYLAW 2015-25 - LICENCE ROAD ALLOWANCE BETWEEN SW 27 AND SE 28-57-10-W4
8.10.	BYLAW NO. 2015-27 - BORROWING BYLAW - WATERLINE
8.11.	BYLAW NO. 2015-28 - BORROWING BYLAW - ASHMONT LAGOON
8.12.	2016 STRATEGIC PLAN
8.13.	ST. PAUL TOWN AND COUNTY JOINT FIRE SERVICES AGREEMENT
8.14.	ACP GRANT - REGIONAL OCCUPATIONAL HEALTH & SAFETY
8.15.	ASHMONT LAGOON & JOINT WASTE WATER TRANSFER STATION
8.16.	SCHOLARSHIPS FOR COUNTY RESIDENTS
8.17.	POLICY FOR MEMORIAL PLAQUE
8.18.	REQUEST TO NAME ROAD - SEDOR ROAD
8.19.	EASEMENT



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Issue Summary Report

8.1. Brownlee Law Seminar - Feb. 18

#20151104009

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

The Annual Brownlee Law Seminar will be held Wednesday, February 18 in Edmonton. Session Topics are:

• The New Normal - Communicating and Cooperating Regionally and Provincially

- "Going Regional" What does Regional Service Collaboration Really mean in the New Normal
- Emerging Technologies for Municipal Services Drones, GPS, Surveillance & Privacy
- Demystifying "Constructive Dismissal"

Recommendation

Motion to approve all of Council and the appropriate staff to attend the Emerging Trends Law Seminar on February 18, 2016 in Edmonton.

Additional Information

Appendix 1 for 8.1.: Emerging Trends Law Seminar

Register On-line at http://www.brownleelaw.com/emerging-trends-registration-2016



B R O W N L E E

Calgary – February 11th, 2016 Coast Plaza Hotel and Conference Centre 1316-33 St. NE, Calgary, AB T2A 6B6 403-248-8888

Edmonton – February 18th, 2016 Edmonton Expo Centre 7515-118 Avenue, Edmonton, AB T5B 4X5

<u>Registration & Continental Breakfast - 8:00AM – 8:40AM</u> <u>Opening Remarks – 8:40AM – 8:45AM</u>

Morning Plenary Sessions -

A. The New Normal – Communicating and Cooperating Regionally and Provincially 8:45AM – 10:15AM

Identifying what the new normal is and will be for Alberta. Hear from a panel of legal, communications, and municipal speakers on how new mandates are already impacting communications with the Province, amongst regional municipalities, and between sub-regional municipalities, what the future may hold, and what municipalities are already doing to address it all.

15 MINUTE BREAK

B. "Going Regional" – What Does Regional Service Collaboration Really Mean in The New Normal 10:30AM – 12:00PM

With mandated cooperation and collaboration, regional service initiatives have never been more important and are the key to meeting the expectations that come with the new public service landscape in Alberta. Our panel of legal, engineering and accounting experts will provide practical advice ranging from:

- understanding the "big picture", the tools available, and governing it all
- knowing the numbers from the onset, with the necessary business case development, cost allocations, and analyses
- how does it all tie together from concept, to shovel ready, and beyond

In each case, highlighting lessons learned, traps and successes.

Register On-line at http://www.brownleelaw.com/emerging-trends-registration-2016

Appendix 1 for 8.1.: Emerging Trends Law Seminar

Register On-line at http://www.brownleelaw.com/emerging-trends-registration-2016

LUNCH- 12:00PM - 1:00PM

Breakout Session #1

<u>Emerging Technologies for Municipal Services – Drones, GPS, Surveillance and Privacy 1:00PM – 2:00PM</u>

With advances in technology, new tools exist for delivering municipal services and enhancing public safety, including: use of drones for enforcement or monitoring purposes, video surveillance of municipal operations and public places, and GPS monitoring of fleet vehicles. This session will examine the legal and privacy implications of incorporating such new technologies into your municipal operations.

Breakout Session #2

<u>Demystifying "Constructive Dismissal"</u> 1:00PM – 2:00PM

In our current economy and political landscape change is a constant presence. Restructuring, reorganization and downsizing are human resources realities of regional change. What is constructive dismissal? What are the consequences and how can you avoid hidden traps and risk in this area when implementing changes within your municipality? This session will answer your questions.

15 MINUTE BREAK

Bear Pit Session 2:15PM- 3:30PM

Reception to Follow

If you have questions about the registration process you can contact Vicki Bains at vbains@brownleelaw.com.

If you have questions about the payment process you can contact Karen Monk at kmonk@brownleelaw.com

Brownlee LLP, 2200, 10155-102 Street, Edmonton Alberta T5J 4G8, 780-497-4800

Register On-line at http://www.brownleelaw.com/emerging-trends-registration-2016



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Issue Summary Report

8.2. Regional Water & Wastewater Seminar - Nov. 23

#20151104002

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Alberta Public Works Association and Alberta Common Ground Alliance is holding a fall seminar on the Regional Water and Wastewater Systems in Alberta. The Water for Life strategy is 10 years old and they want to discuss What's Next and what lessons have been learned since 2005.

Recommendation

Motion to approve Bryan Bespalko to attend the Regional Water and Wastewater Seminar on November 23, 2015 in Lacombe.

Additional Information









Regional Water and Wastewater Seminar What's Next?

Lacombe Memorial Centre 5214 - 50 Avenue Lacombe, Alberta

November 23, 2015

Regional Water and Wastewater Seminar - **What's Next?**





Please Join Us...

November 23, 2015 Lacombe Memorial Centre, 5214 - 50 Avenue, Lacombe, AB

The Alberta Public Works Association and Alberta Common Ground Alliance is conducting a fall seminar on the regional water and wastewater systems in Alberta. The Water for Life strategy is now 10 years old. We would like to host a discussion on WHAT'S NEXT – What are the lessons learned since 2005.

We're inviting elected officials, municipal CAO's, Public Works Managers and Industry Stakeholders to join us at the Lacombe Memorial Centre.

This is a very timely event as it addresses environmental concerns and challenges currently facing many Alberta communities. Discussion will include:

- How did the 90/10 Capital Funding formula work?
- Water Commission Models

Rate Models

• Environmental Approval Process

Attendees will enjoy an informative day-long session that will comprehensively cover a wide variety of topics and issues.

\$100

Registration Form

Name:	Email:	
Credit Card or PO Number:	CCV:	Expiry:
Credit Card: Mastercard	Visa	American Express
Employer Name:		
Mailing Address:		
Total Payment (please add GST):		
Please make cheque/P.O. out to APWA, Alberta	E SENT TO EMAIL ADDRESS PRO Chapter, Box 44095, Garside Pos ST No. 12356 - 5426	

Register by: online www.publicworks.ca

email office@publicworks.ca

fax 888-812-7014 Regional Water and Wastewater Seminar - **What's Next?**





Agenda

07:30 - 08:30	Registration and complimentary breakfast
08:30 - 08:45	Welcome and Introduction
0845 - 0930	Water For Life – What's Next Aim and Directions of Policy and Parks Pervez Sunderani – Alberta Environment Parks
09:30 - 10:15	Getting Together Governance Ownership Model Lessons Learned John Van Doesburg - Project Manager Water for Life Projects
10:15 – 10:30	Coffee Break
10:30 - 11:15	Water Rates What's happened? What does it cost? Robert Jenkins - Business Analyst, Former CAO
11:15 – 12:00	Design Considerations How big is big? Design horizon Growth rates Stephan Weninger - Stantec Consulting
12:00 – 13:00	Lunch
13:00 - 13:45	Alberta One Call Click before you dig Registering assets Amanda Haley - Alberta One Call, Contact Centre Manager
13:45 – 14:30	Municipal Panel Discussion Lessons Learned Funding Scenarios
14:30 – 15:00	Concluding Remarks November 23

November 23, 2015 Lacombe Memorial Centre 5214 - 50 Avenue Lacombe, AB



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Issue Summary Report

8.3. FCSS Conference - Nov. 25-27

#20151105009

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Councillor Dach has expressed interest in attending the FCSS Conference from November 25 to 27, 2015 in Edmonton. Prior to stepping down from the FCSS Board, Councillor Dach was registered to attend the conference. This request is before Council as it does not conform to Policy HR-8.

Policy HR-8 is attached.

Recommendation

Administration is recommending to uphold policy and deny Councillor Dach's request to attend the FCSS conference.

Additional Information



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

The County of St. Paul recognizes the importance of employees and Council members attending conferences applicable to the delivery of services within their specific departments and may desire to provide payment for the related fees and expenses for attending a conference or other educational course or pursuit.

POLICY STATEMENT:

A) ANNUAL ATTENDANCE:

- 1) The Council of the County of St. Paul approves the annual attendance of employees and Council members at the following conferences and educational courses:
 - a) Reeve and County Councillors:

 AAMD&C Spring and Fall Conventions
 Agriculture Service Board Tour and Convention
 Rural Utilities and Safety Association Conference
 Community Planning Conference
 Elected Officials Education Program (As it pertains to the EOEP, courses can only be taken once and approval will cease upon completion of the certificate.
 - b) Chief Administrative Officer:
 Alberta Rural Municipal Administrators' Association
 AAMD&C Spring and Fall Conventions
 Administrator's Mountain Refresher Conference SLGM
 - c) Assistant Chief Administrative Officer: Alberta Rural Municipal Administrators' Conference AAMD&C Spring and Fall Conventions

d) Superintendent of Public Works: AAMD&C Spring and Fall Conventions

- e) Assistant Superintendent of Public Works: AAMD&C Spring and Fall Conventions
- f) Finance Officer: Government Finance Officers of Alberta
- g) Assessor: Alberta Assessors' Association Alberta Assessors' Association Fall Education Symposium
- h) Assessment Clerks:
 Assessment Review Board Conference
- i) Planning and Development Staff:
 Alberta Development Officers' Association
 Community Planning Conference
- j) FOIP Coordinator:
 Access and Privacy Conference
- k) Director of Environmental and Emergency Services:
 Alberta Association of Agricultural Fieldmen
 Regional Agricultural Service Board Conference
 In-Service Training
 Provincial Agricultural Service Board Summer Tour Conference
 Community Planning Conference
- Agricultural Fieldmen/Officers:
 Alberta Association of Agricultural Fieldmen
 Regional Agricultural Service Board Conference
 In-Service Training
 Provincial Agricultural Service Board Summer Tour Conference
- m) Certified Water Operators:
 Alberta Chapter Western Canada Water & Wastewater Operators Association

Alberta Water and Wastewater Operators Association Rural Utilities and Safety Association

- n) Director of Legislative and Communication Services: Alberta Rural Municipal Administrators Assoc.
 AAMD&C Spring & Fall Conventions Alberta Municipal Clerks' Conference
- o) Director of Emergency Social Services: Alberta Emergency Management Association
- p) Deputy Director of Emergency Management: Alberta Emergency Management Association
- q) FCSS Director:
 Director's Network
 FCSSAA Spring and Fall Conventions
- r) Parks Managers:
 Alberta Recreation and Parks Association Conference
- s) Secretary and At-Large members of the Subdivision and Development Appeal Board:

 Municipal Affairs Training
- t) Secretary to the Library Board:
 Northern Lights Library Conference
 Alberta Library Conference

B) ADDITIONAL CONFERENCES AND EDUCATIONAL OPPORTUNITIES:

The Chief Administrative Officer may authorize departments heads to attend conferences, workshops, or activities related to their positions if such activities occur prior to Council having had an opportunity to consider the matter at a Council meeting. When this occurs, the Chief Administrative Officer shall report such attendances to Council at the following regular Council meeting for ratification.

- 2) The County may provide financial support for course fees to employees who wish to follow educational programs relevant to their work. The employees will be required to present a request to the Chief Administrative Officer outlining in detail the program to be followed and related costs thereof.
- 3) The Department Head may in consultation with the Chief Administrative Officer, authorize an employee to attend a conference, seminar, or workshop relevant to their job where the professional development activity is within the County or within a radius around the County which enables the employee to travel to and from the workshop on the same day as the workshop occurs at a regular salary.

C) <u>CONDITIONS:</u>

- 1) If reasonable, County-owned vehicles shall be used for transportation to and from conferences, seminars, workshops or other educational sessions.
- 2) Registration fees may be paid for by the County with the authorization of Council.
- 3) Upon completion of any course funded by the County, the submitted to the County Chief Administrative Officer.
- 4) All employees must take the appropriate First Aid and CPR, WHMIS (Workplace Hazardous Materials Information System) and Safety Training as offered by the County.
- Any employee participating in any courses that have been paid for by the County must remain with the County after course completion for a period of twelve (12) months. If an employee terminates their employment prior to the one year period, the tuition is to be reimbursed to the County.

OUNTY OF ST. PAUL NO. 19 DEPARTMENT: HUMAN RESOURCES COUNCIL APPROVED: SEPTEMBER 14, 2010 AMENDED: NOVEMBER 10, 2014



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

Issue Summary Report

8.4. Schedule Date for Budget Meetings

#20151104008

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Administration is recommending to schedule the Budget meetings for December 10 & 11, 2015.

Recommendation

Motion to schedule the Budget meetings for December 10 & 11, 2015 from 10:00 a.m. to 3:00 p.m.

Additional Information



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

Issue Summary Report

8.5. Town & Country Ladies Funspiel

#20151105003

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

A Town & Country Ladies Funspiel will be held on November 21, 2015 in St. Paul and the organizing committee is requesting a donation for their event.

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

Recommendation

Administration is recommending to donate \$100 to the Town and Country Ladies Funspiel which will be held November 21, 2015 in St. Paul.

Additional Information



Town & County Ladies Funspiel Nov. 21, 2015 St. Paul, AB

Dear Business Owner,

On November 21, 2015, St. Paul will be hosting ladies culring teams from across the Lakeland region, including St. Paul, Elk Point, Glendon, Mallaig, Heinsburg and Two Hills.

We humbly ask for your support in hosting this event: 4 identical gifts for the winning team, a cash donation or a unique gift for one lady. We truly appreciate your support and any contribution would be much appreciated. All sponsors will be acknowledged with their names prominently displayed at the Curling Rink and in the St. Paul Journal.

If you are able to help sponsor this wonderful event, please contact Janet, a member of our organizing committee. Thank you in advance for your consideration.

Sincerely,

Janet Kuzma 780-645-1618

janetk1618@gmail.com

4426 45 Ave ST Paul AB TOA 3A3



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

Issue Summary Report

8.6. Request for Draw Prize - Vilna Seniors Lodge

#20151106005

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

The Vilna Seniors will be holding their annual resident Christmas Party in December and are requesting a door prize for their event. Approximately 30% of the residents were County of St. Paul residents.

Recommendation

Administration is recommending to donate a door prize to the Vilna Seniors Lodge for their annual Christmas Party.

Additional Information

Originated By: rupham



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

Issue Summary Report

8.7. 2015 Allocation of Recreational Facilities Grants for Community #20151105010

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

The proposed breakdown for the allocation of the 2015 Recreational Facilities Grants is attached. The grant amounts are the same as they have been in the past based on the MSI funding.

Recommendation

Motion to approve the 2015 Recreational Facilities Grant Allocations as presented.

Additional Information

2015 Recreational Facilities Grant

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



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

Issue Summary Report

8.8. John Deere 844K Loader

#20151028001

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

At the October 28th Public Works Meeting, Council made a motion to purchase a new 2015 Tier 3 engine John Deere Loader 844K from Brandt Tractor for \$526,000, to be paid from the 2016 budget. All that was required to secure the purchase was a letter confirming that the County will purchase the loader and it would be paid for in 2016.

When Public Works called to confirm the purchase, they offered a 3% discount if we pay for it in 2015. Payment would be required by the end of November.

Recommendation

Motion to rescind motion PW20151028.1002 from the October 28th Public Works meeting approving the purchase of a John Deere 844K loader to be paid from the 2016 budget.

Motion approve the purchase of a John Deere 844K loader from Brandt Tractor to be paid from the 2015 budget, in order to receive a 3% discount on the quoted price of \$526,000.

Additional Information



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

Issue Summary Report

8.9. Bylaw 2015-25 - Licence Road Allowance between SW 27 and SE #20151103003

Meeting: November 10, 2015 Meeting Date: 2015/11/10 10:00

Meeting Type: Council Meeting

Background

At the October meeting, Council gave first reading to Bylaw No. 2015-25, to licence the undeveloped road allowance located between SW 27-57-10-W4 and SE 28-57-10-W4. They applicant wants to put a gate across the road allowance, in an attempt to stop people from dumping garbage on the road allowance.

The adjacent landowners have signed the consent on the application form and the applicant has paid the application fee.

The bylaw was advertised in the St. Paul Journal the week of October 27, 2015, and administration has not received any feedback either supporting or in opposition to the proposed bylaw.

Recommendation

Motion to give second reading to Bylaw No. 2015-25, Licence Agreement for road allowance located between SW 27-57-10-W4 and SE 28-57-10-W4.

Motion to give third reading to Bylaw No. 2015-25.

Additional Information

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2015-25

A By-law of the County of St. Paul No. 19, in the Province of Alberta, to provide for a Licence Agreement respecting a portion of a road allowance located between the SW 27-58-10-W4 and SE 28-57-10-W4.

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

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

Reeve Chief Administrative Office		inistrative Officer
Read a third time in Council this	day of	, A.D. 2015.
Read a second time in Council th	nis day of	, A.D. 2015.
Advertised the day of	, A.D. 2015 in th	ne St. Paul Journal.
Read a first time in Council this 1	3 th day of Octol	ber, A.D. 2015.

UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made this	day of	, 20
	•	
BE [*]	TWEEN:	

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 -

RICK AND SHANNON HALKOW

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

SW 27-57-10-W4 and SE 28-57-10-W4

(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:

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.
- In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amount at the following times:
- An annual fee as per the Fee Schedule Bylaw is payable on January 1st of each year during the life of this Agreement.
- 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.
- 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.
- 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 that TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident;
 - such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County;
- 17) The Licensee shall provide proof of such insurance to the satisfaction of the Chief Administrative Officer or their designate upon request.

Appendix 1 for 8.9.: Bylaw No. 2015-25

- 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.
- 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

Appendix 1 for 8.9.: Bylaw No. 2015-25

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: Rick and Shannon Halkow

St. Paul, AB T0A 3A0

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.

Appendix 1 for 8.9.: Bylaw No. 2015-25

- 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.
- 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 Officer

AFFIDAVIT OF EXECUTION

CANADA) I,
PROVINCE OF ALBERTA)) OF THE OF,
TO WIT:) IN THE PROVINCE OF ALBERTA,
) MAKE OATH AND SAY:
That I was personally present and	d did see named ir
the annexed instrument who is/are personal	ly 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 t	he, in the
Province of Alberta, and that I am the subsc	ribing 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	<i>)</i>))







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

Issue Summary Report

8.10. Bylaw No. 2015-27 - Borrowing Bylaw - Waterline

#20151104006

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Bylaw No. 2015-27 is being presented to Council for first reading. Bylaw No. 2015-27 is a bylaw to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$963,201 for the construction of the water line from Spedden to Ashmont/Lottie Lake.

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

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

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

Recommendation

Council to give first reading to Bylaw No. 2015-27, to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$963,201 for the construction of the water line from Spedden to Ashmont/Lottie Lake.

Additional Information

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2015-27

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to incur indebtedness by the issuance of debenture(s) in the amount of \$963,201 for the purpose of installing a water line from the Hamlet of Spedden to Ashmont/Lottie Lake.

WHEREAS the Council of the Municipality has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing of a water line from the Hamlet of Spedden to Ashmont/Lottie Lake.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$9,931,002 and the Municipality estimates the following grants and contributions will be applied to the project:

Provincial Funding \$8,967,801

Debenture(s): \$963,201

Total Cost: \$9,931,002

In order to complete the project it will by necessary for the Municipality to borrow the sum of \$963,201, for a period not to exceed 30 years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw.

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

The principal amount of the outstanding debt of the Municipality at December 31, 2014 is \$12,735,060 and no part of the principal or interest is in arrears.

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

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

- 1. That for the purpose of constructing a waterline from the Hamlet of Spedden to Ashmont/Lottie Lake the sum of NINE HUNDRED AND SIXTY THREE THOUSAND TWO HUNDRED AND ONE DOLLARS (\$963,201) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Municipality at large, of which amount the full sum of \$963,201 is to be paid by the Municipality at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the construction of the waterline to Ashmont/Lottie Lake.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest instalments not to exceed THIRTY (30) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed EIGHT (8) percent.
- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.

Appendix 1 for 8.10.: Bylaw No. 2015-27

Bylaw No. 2015-27 Page 2

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

Read a first time this 10 th Advertised the in the St. Paul Journal and	day of	, 2015 and the	day of	, 2015
Read a second time this	day of	, 2015.		
Read a third time this	day of	, 2015.		
Reeve		of Administrative O	Officer	



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

Issue Summary Report

8.11. Bylaw No. 2015-28 - Borrowing Bylaw - Ashmont Lagoon

#20151105008

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Bylaw No. 2015-28 is being presented to Council for first reading. Bylaw No. 2015-28 is a bylaw to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$1,541,668 for the construction of a lagoon for the Hamlet of Ashmont.

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

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

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

Recommendation

Council to give first reading to Bylaw No. 2015-28, to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$1,541,668 for the construction of a lagoon for the Hamlet of Ashmont.

Additional Information

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2015-28

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to incur indebtedness by the issuance of debenture(s) in the amount of \$1,541,668 for the construction of a lagoon for the Hamlet of Ashmont.

WHEREAS the Council of the Municipality has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize the financing for the construction of a lagoon for the Hamlet of Ashmont.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$5,150,000 and the Municipality estimates the following grants and contributions will be applied to the project:

 Provincial Funding
 \$1,716,666

 Federal Funding
 \$1,716,666

 Contr. from Two Hills County:
 \$ 175,000

 Debenture(s):
 \$1,541,668

 Total Cost:
 \$5,150,000

In order to complete the project it will be necessary for the Municipality to borrow the sum of \$1,541,668, for a period not to exceed 20 years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw.

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

The principal amount of the outstanding debt of the Municipality at December 31, 2014 is \$12,735,060 and no part of the principal or interest is in arrears.

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

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

- 1. That for the purpose of constructing of a lagoon for the Hamlet of Ashmont the sum of ONE MILLION FIVE HUNDRED AND FORTY ONE THOUSAND, SIX HUNDRED AND SIXTY EIGHT DOLLARS (\$1,541,668) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Municipality at large, of which amount the full sum of \$1,541,668 is to be paid by the Municipality at large.
- 2. The proper officers of the Municipality are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely the construction of the waterline to the Hamlet of Ashmont.
- 3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest instalments not to exceed TWENTY (20) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed EIGHT (8) percent.
- 4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.

Appendix 1 for 8.11.: Bylaw NO. 2015-28

Bylaw No. 2015-28 Page 2

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

Read a first time this 10 th Advertised the in the St. Paul Journal and	day of	, 2015 and the	day of	, 2015
Read a second time this	day of	, 2015.		
Read a third time this	day of	, 2015.		
Reeve	Chi	of Administrative (Officer	



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Issue Summary Report

8.12. 2016 Strategic Plan

#20151104004

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

The 2016 Strategic Plan, as updated after the Planning Sessions, will be forwarded to Council. Following approval of the plan, administration will proceed with the 2016 budget process.

Recommendation

Motion to approve the 2016 Strategic Plan.

Additional Information



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Issue Summary Report

8.13. St. Paul Town and County Joint Fire Services Agreement

#20151104003

Meeting: November 10, 2015

Meeting Date: 2015/11/10 10:00

Meeting Type: Council Meeting

Background

The St. Paul Town and County Joint Fire Services Agreement is being presented to Council for approval. The agreement has been approved by the Town of St. Paul Council.

Recommendation

Motion to approve the St. Paul Town and County Joint Fire Services Agreement effective January 1, 2016 for a period of one year.

Additional Information

Appendix 1 for 8.13.: Town of St. Paul Joint Fire Agreement

ST. PAUL TOWN AND COUNTY JOINT FIRE SERVICES AGREEMENT

This Agreement made this 1st Day of January 2016

Between:

THE COUNTY OF ST. PAUL NO. 19 Hereinafter Called "The County"

Of the First Part

- and -

THE TOWN OF ST. PAUL Hereinafter Called "The Town"

Of the Second Part

WHEREAS the County is desirous of using the services of the Fire Department of the Town, in the event of a fire, rescue or medical incident which would warrant assistance being given by the Town, when requested by residents of the County.

Therefore the agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agrees as follows:

- The County will supply its own fire fighting units as listed below and related equipment and will properly license and insure the same; 1-Fire Pumper, 1-Water Tanker, 1-Quick Response Mini-pumper, 1-Rescue Squad Unit.
- The County is responsible for the total cost of maintaining the equipment mentioned in Item No. 1.

The Town is responsible for the total cost of maintaining and operating Town of St.Paul fire fighting units; 2- Fire Pumpers.

The Chief's unit will be purchased, maintained and operated jointly under general operations.

- 3) The County will pay fifty percent (50%) of the Town of St. Paul Fire Department's annual general operating expenses to the Town which will include among others, but not exclusive too:
 - providing space in the firehall to house the County owned units. (4 bays)
 - supply and maintain the necessary communications system.
 - costs associated with staff training.
 - costs associated with the Heavy Rescue Unit and Rescue Squad Unit and equipment, except for fuel used to attend any County fire or rescue call for which the County will be responsible for those costs.
 - the submission of fire reports on County fires to the County Administration within sixty (60) days of the fire, where possible.

The fifty percent share of all operating costs will be to cover all fires and/or rescue calls within the St. Paul Fire District No.Two (#2) over a twelve (12) month period. The fifty percent (50%) share will also cover mutual aid calls to St. Paul Fire Districts one (1), three (3), and four (4).

- 4) The Town will invoice the County in two installments. One being June 30 which represents fifty percent of the approved budget, and the other being December 31which represents fifty percent of the actual final budget.
- 5) The County of St. Paul agrees to participate on a fifty percent cost share basis with the Town of St. Paul in any major capital expenses as approved by Town and County of St. Paul Councils.

Appendix 1 for 8.13.: Town of St. Paul Joint Fire Agreement

6) The Joint St. Paul Fire Services Committee will consist of two (2) elected officials from the Town, the Mayor of the Town, two (2) elected officials from the County, the Reeve of the County, Town CAO, County CAO, Town Fire Chief, Ashmont Fire Chief, Mallaig Fire Chief, and Fire Guardian. Only elected officials will possess voting rights.

Following its appointment, the Committee shall appoint a chairman, vice-chairman, and recording secretary.

- Quarterly meetings of the Fire Services Committee will be scheduled on an as required basis by the committee chairman. One will serve as an annual budget meeting.
- 8) The Joint Fire Committee will review the proposed annual operating budget to be approved by both Councils prior to its inception.
- Punds that have been recovered by attending motor vehicle accidents by the St.Paul Rescue unit and/or County Fire Pumper, including Mallaig and Ashmont Fire Pumps will be placed in a reserve account for future rescue equipment or rescue unit replacement costs. All paperwork to be completed and submitted to Alberta Transportation by the St. Paul Fire Chief. The Town Fire Chief will issue a cheque to the County for the amounts that make up Mallaig and Ashmont's annual share in the first quarter of the following year. The Town Fire Chief will submit quarterly reports to the County documenting the figures from Alberta Transportation.
- 10) Either municipality may use each other's fire equipment if the incident requires the additional resource. The Town and County of St. Paul will each be responsible to recover the costs where possible of such use, and submit this amount to the respective municipality.
- 11) The St. Paul Fire Chief will provide administrative support to the Mallaig and Ashmont Fire Chiefs as requested for items such as but not limited to: the development of Standard Operating Guidelines, fire inspections and investigations, submitting required fire reports to the Office of the Fire Commissioner, equipment maintenance records & updates.
- 12) The Town will provide Workers' Compensation, Public Liability and Group Insurance for all Town of St. Paul Fire Department firemen and the County will provide Workers' Compensation, Public Liability and Group Insurance for all County of St. Paul Fire Department firemen.

LENGTH OF AGREEMENT/RENEWAL

This agreement s	shall be for a period of	f one (1) year concluding on December 31 st , 2016.
Dated this	day of	, 2015.
		County of St. Paul No. 19
		Reeve
		County Administrator
		Town of St. Paul
		Mayon

Town Administrator



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Issue Summary Report

8.14. ACP Grant - Regional Occupational Health & Safety

#20151105002

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Throughout 2015, the Town of St. Paul, Town of Elk Point and County of St. Paul had discussion regarding enhancing their respective safety programs and finding synergies. Similar to the ACP Grant for Regional Emergency Management, the County, Elk Point, and St. Paul would partner on an ACP application to fund a pilot project to cover the salary of a regional director of occupational health and safety, draft safety manuals, and create regional safety training videos. The project costs will be divided on a per capita basis if the application is successful.

Recommendation

Motion that the County of St. Paul partner with the Town of St. Paul and the Town of Elk Point on an Alberta Community Partnership Grant application for the purposes of executing a Regional Occupational Health & Safety Plan project, with the Town of St. Paul submitting the application as the managing partner.

Additional Information



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Meeting Date: 2015/11/10 10:00

Issue Summary Report

8.15. Ashmont Lagoon & Joint Waste Water Transfer Station

#20151106006

Meeting: November 10, 2015

Meeting Type: Council Meeting

Background

After reviewing the RFPs, administration along with Graeme Langford, with Consulting Engineers of Alberta, interviewed 3 engineering companies for the Ashmont Lagoon and Joint Waste Water Transfer Station. Administration will be negotiating the price with one of the engineering firms on Monday and will provide a recommendation for Tuesday's Council Meeting.

Recommendation

Award the tender for the Ashmont Lagoon & Joint Waste Water Transfer Station as per the recommendation of Administration.

Additional Information



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Issue Summary Report

8.16. Scholarships for County Residents

#20151104001

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

The current Scholarship Agreement with St. Paul Education has expired. At Strategic Planning Council agreed to increase the scholarship from \$800 to \$1,000 and to add 2 more scholarships for students attending post secondary to take a trade.

Recommendation

Motion to enter into an agreement with St. Paul Education to provide 4 - \$1,000 scholarships for students entering post secondary education, with 2 scholarships specifically for students entering trades and 2 for students entering full time studies. This agreement will be for a 5 year term commencing 2016.

Additional Information



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Issue Summary Report

8.17. Policy for Memorial Plaque

#20151028002

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

At the September 9, 2014 Council meeting, Council passed a motion create a Policy for a Memorial Plaque for past and present staff and Council members who pass away. At that time, the guidelines and criteria for the plaque was tabled to the Policy Committee (Resolution CM20140909.1035).

This policy was discussed again at the October 8th policy meeting and during Strategic Planning, however there was no consensus on guidelines and criteria to make up a policy.

Recommendation

Motion to rescind Resolution CM20140909.1035 to create a policy for a Memorial Plaque for past and present staff and Council members who pass away.

Additional Information



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Issue Summary Report

8.18. Request to Name Road - Sedor Road

#20151105007

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Background

Allan Sedor is requesting to name Township Road 572 between Highway 881 North and Range Road 91, Sedor Road. He has signatures from the property owners along that stretch of road, consenting to the road being named Sedor Road. He is requesting that signs be erected on both Range Road 91 and Secondary Highway 881.

Mr. Sedor has been informed that if his request is approved, he will be responsible to pay the full cost of the signs.

Recommendation

Administration is recommending to approve the request from Allan Sedor to name Township Road 572, east of Secondary Highway 881 to Range Road 91 as Sedor Road and that the sign will be erected at no cost to the County.

Additional Information

NE11-57-9-4

I consent to Two Rd 572
bettween 881 Worth &
Rg. Rd 91 being
youned Dedon Road.

Name - Legal Description
Paul Kotowich BED Jusie Carrier
Paul Folian BRIANKOROWICH
BRIANKOROWICH



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Issue Summary Report

8.19. Easement #20151105011

Meeting: November 10, 2015 Meeting Date: 2015/11/10 10:00

Meeting Type: Council Meeting

Background

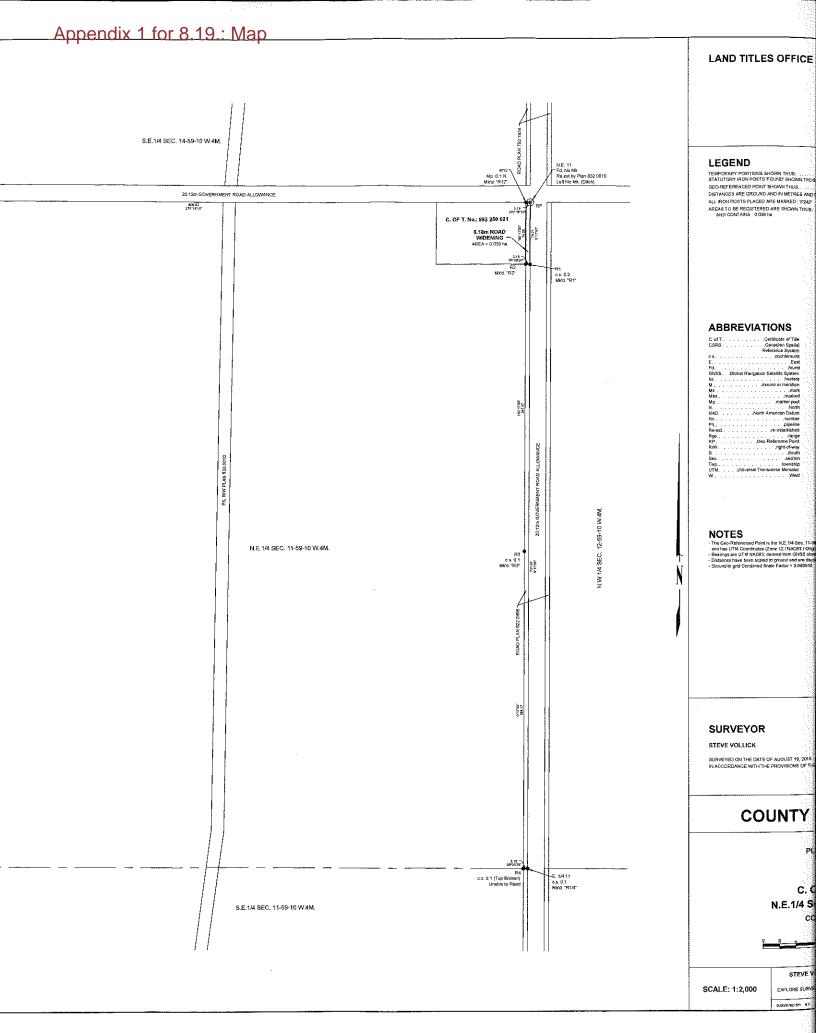
Leo Triplett came in to inquire about putting up a fence around the perimeter of his property. At that time, planning and development discovered that there was no road widening registered in front of his acreage on the north east corner of NE 11-59-10-W4, but there is on the rest of the road. After speaking with staff, the landowner is willing to sell the road widening in front of his acreage to the County.

Recommendation

Administration is recommending to approve the following easement:

PNE 11-59-10-W4 - 2 acres - Leo Triplett

Additional Information



10. Reports

10.1. CAO REPORT



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Issue Summary Report

10.1. CAO Report #20151006004

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By: skitz

11. Upcoming Meetings

11.1. NOV. 16-19 - AAMD&C CONVENTION

11.2. NOV. 24 @ 10:00 A.M. - PUBLIC WORKS FOLLOWED BY POLICY COMMITTEE



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Issue Summary Report

11.1. Nov. 16-19 - AAMD&C Convention

#20151106007

Meeting: November 10, 2015

Meeting Date: 2015/11/10 10:00

Meeting Type: Council Meeting

Additional Information



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Meeting Date: 2015/11/10 10:00

Issue Summary Report

11.2. Nov. 24 @ 10:00 a.m. - Public Works followed by Policy Committee

#20151106008

Meeting: November 10, 2015

Meeting Type: Council Meeting

Additional Information

12. Financial

12.1.	BUDGET TO ACTUAL	L

12.2. COUNCIL FEES

12.3. LISTING OF ACCOUNTS PAYABLE



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Meeting Date: 2015/11/10 10:00

Issue Summary Report

12.1. Budget to Actual

#20151006005

Meeting: November 10, 2015

Meeting Type: Council Meeting

Recommendation

Motion to approve the budget to actual as of October 31, 2015.

Additional Information

Originated By: skitz



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Issue Summary Report

12.2. Council Fees #20151006006

Meeting : November 10, 2015 **Meeting Date :** 2015/11/10 10:00

Meeting Type: Council Meeting

Recommendation

Motion to approve the Council Fees for the Month of October, 2015 as circulated.

Additional Information

Originated By: tmahdiuk



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Issue Summary Report

12.3. Listing of Accounts Payable

#20151006007

Meeting: November 10, 2015

Meeting Type: Council Meeting

Meeting Date: 2015/11/10 10:00

Recommendation

Motion to file the listing of Accounts Payable as circulated:

Batch Cheque Date Cheque Nos. Batch Amount

Additional Information