



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

February 9, 2016

Tuesday, February 09, 2016

Start time 10:00 AM

AGENDA

1. **Call to Order**
2. **Minutes**
 - 2.1 **January 12, 2016 (2016/01/12)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **In Camera**
6. **Business Arising from Minutes**
 - 6.1. **Bylaw No. 2016-03 - Licence Road Allowance**
7. **Delegation**
 - 7.1. **11:00 a.m. - Public Hearing - Bylaw No. 2016-01 - Amend LUB 2013-50 Wording Change**
 - 7.2. **11:15 a.m. - Public Hearing - Bylaw No. 2016-02 - Amend LUB Rezone PNE 12-58-9-W4**
 - 7.3. **11:30 a.m. - Bob Bepalko, HUB**
 - 7.4. **1:00 p.m. - Leo VanBrabant, MCSNet**
8. **New Business**
 - 8.1. **Growing Rural Tourism Conference - Feb 22-24**
 - 8.2. **Alberta Municipal Clerk's Conference - April 20 - 22**
 - 8.3. **2016 ASCHA Convention & Tradeshow - April 25 - 27**
 - 8.4. **Alberta Library Conference - April 28 to May 1**
 - 8.5. **Grey Matters Conference - Sept. 20 & 21**
 - 8.6. **Lac Bellevue Obstacle Course**
 - 8.7. **Request for Senior Transportation Grant**
 - 8.8. **Request to Cancel Taxes**
 - 8.9. **2016 Land Leases**
 - 8.10. **Bylaw No. 2016-05 - Amend LUB - Rezone N 1/2 NW 13-57-6-W4**
 - 8.11. **Road Cancellation - Road Plan 2318ET in N 1/2 and SE 21-60-10-W4**

- 8.12. **Road Cancellation - Road Plan 1018KS in S 1/2 34-60-11-W4; W 1/2 35-60-11-W4 and SE 35-60-11-W4**
- 8.13. **Road Cancellation - Road Plan 8320958 in NW 34-55-7-W4**
- 8.14. **Road Cancellation - Road Plan 2209ET in SW 3-56-7-W4**
- 8.15. **Road Cancellation - Road Plan 1066NY in West 1/2 1-60-10-W4**
- 8.16. **Intersection of Highway 28 and 36**
- 8.17. **Traffic Impact Study - Ashmont School Intersection**
- 8.18. **Ashmont Lagoon/Waste Water Transfer Station**
- 8.19. **Summer Village of Horseshoe Bay Mowing and Weed Control Services Agreement**
- 8.20. **Clubroot Policy - ASB-114**
- 8.21. **Regional Strategic Plan**
- 8.22. **Regional Occupational Health & Safety Committee**
- 8.23. **Alberta Capital Finance Authority - Master Loan Agreement**
- 9. **Correspondence**
- 10. **Reports**
 - 10.1. **CAO Report**
- 11. **Upcoming Meetings**
 - 11.1. **February 18 - Brownlee Law Seminar**
 - 11.2. **February 19 - Reynolds Mirth Law Seminar**
 - 11.3. **February 23 @ 10:00 a.m. - Public Works**
 - 11.4. **February 25 @ 10:00 a.m. - Policy Committee**
- 12. **Financial**
 - 12.1. **Budget to Actual**
 - 12.2. **Council Fees**
 - 12.3. **Listing of Accounts Payable**
- 13. **Adjournment**

6. Business Arising from Minutes

6.1. BYLAW NO. 2016-03 - LICENCE ROAD ALLOWANCE



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

Issue Summary Report

6.1. Bylaw No. 2016-03 - Licence Road Allowance

#20160204005

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

At the January meeting, Council was presented with an application for a licence agreement for the undeveloped road allowance located between NE 22-57-10-W4 and NW 23-57-10-W4 for agricultural purposes. The adjacent landowner signed the consent on the application form. David Thomson rents his land to Ron Jean who would like to brush part of the road allowance so he can cultivate and farm it. He is already farming part of the road allowance.

Council made a motion to table the request for a legal opinion about brushing the road allowance and by allowing the landowner to brush the road allowance, does it change from undeveloped to developed?

Administration received a legal opinion stating that brushing on the road allowance portion would not trigger any additional responsibility for the County and would not make the road allowance developed in any way. Once the County has entered into an agreement with the proposed licensee, the County will have documentation that the brushing is being done strictly to aid with cultivation of the land and not for any transportation purpose.

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

After first reading the bylaw must be advertised.

Recommendation

Administration is recommending to give first reading to Bylaw No. 2016-03, Licence Agreement for road allowance located between NE 22-57-10-W4 and NW 23-57-10-W4 with a clause permitting the licensee to remove the trees from the road allowance so he can farm it.

Additional Information

Originated By : pcorbiere

Appendix 1 for 6.1.: Application Form

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

I/We 987453 ABLtd
David L. Thomson am (are) applying to obtain a license to
Full name(s) of applicant(s)

occupy the undeveloped road allowance situated NE 22-57-10-4 and NW 23-57-10-4
provide legal location

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

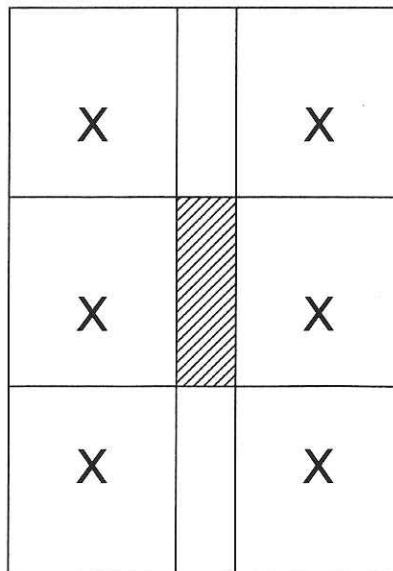
Ron Jean the renter intends on brushing part of
the road allowance, so he can cultivate and farm a
portion - D.B

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

To remove the tree's an farm up to the the
Detail the improvements
road allowance

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 6.1.: Application Form

CONSENT:

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

Owner of NE 22 57 10 W4 have no objection to David Thomson
Provide legal location Name of applicant(s)

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

Clement Jean Dec. 3 /15
Signed Date
Monica Jean Dec 3 /15
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

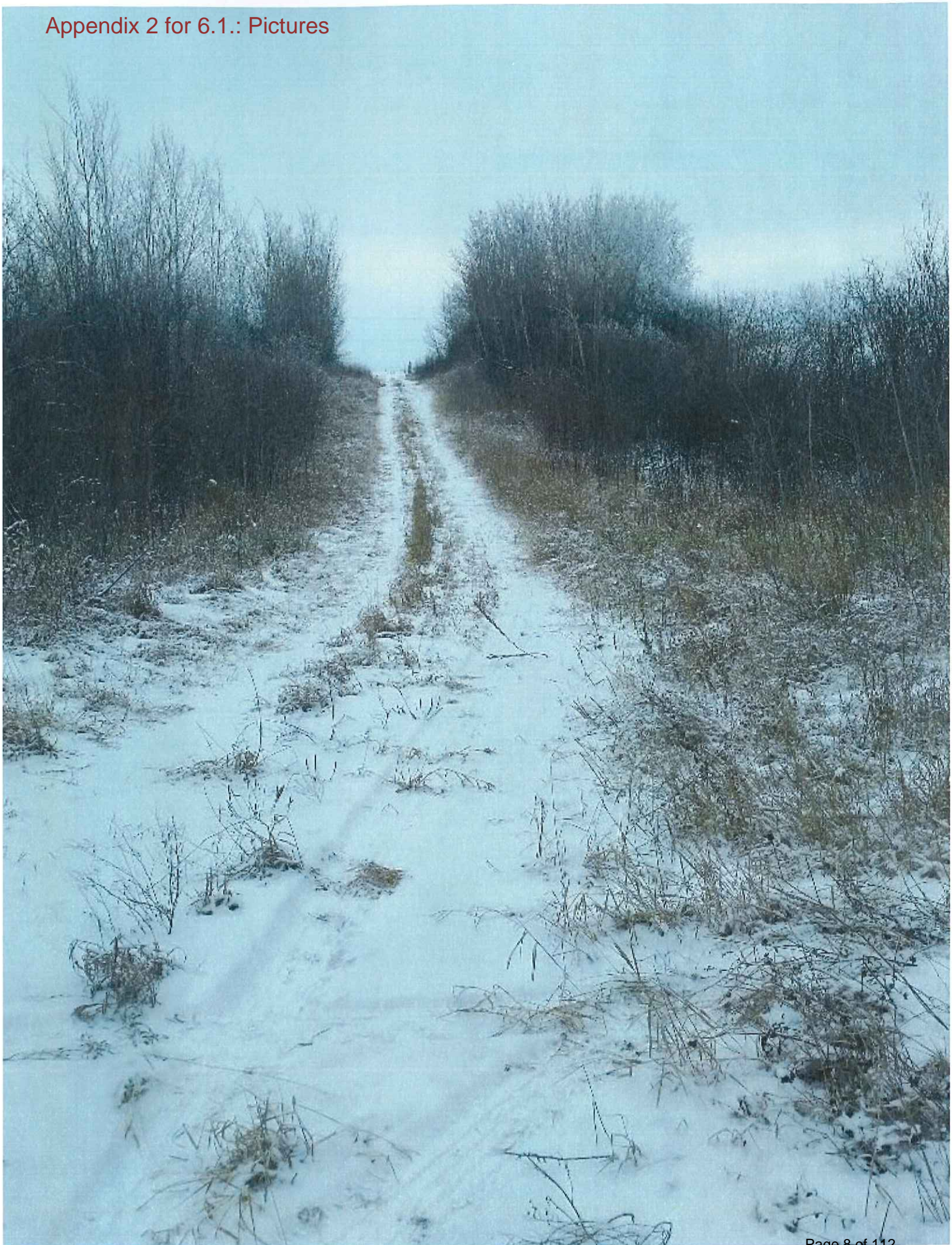
Owner of _____ have no objection to _____
Provide legal location Name of applicant(s)

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

Signed Date

Witness Date





COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2016-03

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 NE 22-57-10-W4 and NW 23-57-10-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.

Read a first time in Council the 9th day of February, 2016.

Advertised the day of , 2016 in the St. Paul Journal.

Read a second time in Council this day of , 2016.

Read a third time in Council this day of , 2016.

Reeve

Chief Administrative Officer

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 -

987453 ALBERTA LTD., DAVID L THOMSON
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

NE 22-57-10-W4 AND NW 23-57-10-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:

- 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.

Brushing on the road allowance is permitted, so that the licensee can cultivate and farm it with the balance of the quarter section.

- 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: David L. Thomson
Box 934
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

Appendix 3 for 6.1.: Bylaw No. 2016-03

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 Officer

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)	

7. Delegation

- 7.1. 11:00 A.M. - PUBLIC HEARING - BYLAW NO. 2016-01
- AMEND LUB 2013-50 WORDING CHANGE
- 7.2. 11:15 A.M. - PUBLIC HEARING - BYLAW NO. 2016-02
- AMEND LUB REZONE PNE 12-58-9-W4
- 7.3. 11:30 A.M. - BOB BESPALKO, HUB
- 7.4. 1:00 P.M. - LEO VANBRABANT, MCSNET



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

Issue Summary Report

7.1. 11:00 a.m. - Public Hearing - Bylaw No. 2016-01 - Amend LUB 2013-50 Wording Change

#20160118005

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

At the January Meeting, Council gave first reading to Bylaw No. 2016-01, which is a bylaw to amend Section 7.30 of Land Use Bylaw No. 2013-50 to allow CAN/CSA approved holding tanks on lakefront properties.

Bylaw No. 2016-01 was advertised in the St. Paul Journal and Elk Point Review on January 26 and February 2, 2016.

Planning and Development has not received any feedback in response to the advertisements.

Recommendation

proceed to Public Hearing scheduled for 11:00 a.m. to discuss Bylaw No. 2016-01, which is a bylaw to to amend Bylaw No. 2013-50 to allow CAN/CSA approved holding tanks on lakefront properties.

Following the public hearing, Motion to give second reading to Bylaw No. 2016-01.

Motion to give third reading to Bylaw No. 2016-01.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2016-01

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:

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.

Read a first time in Council this 12th day of January, A.D. 2016.

Advertised the January 26 and February 2, 2016 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this day of January, A.D. 2016.

Read a third time in Council this day of January, A.D. 2016.

Reeve

Chief Administrative Officer



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

7.2. 11:15 a.m. - Public Hearing - Bylaw No. 2016-02 - Amend LUB Rezone PNE 12-58-9-W4

#20160203001

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

At the January 12, 2016 meeting, Council gave first reading to Bylaw No. 2016-02, which is a bylaw to amend Land Use Bylaw No. 2013-50 as it relates to rezoning 10 acres in NE 12-58-9-W4 from Agricultural to Industrial Commercial. The applicant will be using the land for a Commercial Service Centre.

Bylaw No. 2016-02 was advertised in the St. Paul Journal the weeks of January 26 and February 2.

RSVPs were sent out to adjacent landowners regarding a public consultation to be held January 27, 2016 and 2 adjacent landowners and the developer attended. Discussion points at the meeting:

- Concerns over the lot being created for re-sale. The developer confirmed that is not the case. The developer is running out of space at his current business location.
- Concerns were raised over the lake that used to occupy the property, Area landowners wanted the developer to know that the land used to be covered by lake.
- Access was discussed. Alberta Transportation has already approved the access.
- Developer sees a benefit of the location so they can demonstrate haying equipment that is for sale.

As per direction from the January Council Meeting, Planning and Development sent a letter to Alberta Transportation regarding access to the proposed subdivision from Hwy 29. Alberta Transportation replied that they have no concerns with the access.

Krystle Fedoretz will attend this Public Hearing.

Recommendation

Proceed to Public Hearing scheduled for 11:15 a.m. to discuss Bylaw No. 2016-02, which is a bylaw to amend Land use Bylaw No. 2013-50 as it relates to rezoning 10 acres in PNE 12-58-9-W4 from Agricultural to Industrial Commercial.

Following the Public Hearing - Motion to give 2nd reading to Bylaw No. 2016-02.

Motion to give 3rd reading to Bylaw No. 2016-02.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2016-02

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 (IC)

FOR: 10 acres in NE 12-58-9-W4



Read a first time in Council this 12th day of January, A.D. 2016.

Advertised January 26, 2016 and February 2, 2016 in the St. Paul Journal.

Read a second time in Council this day of , A.D. 2016.

Read a third time and duly passed in Council this day of , A.D. 2016.

Reeve

Chief Administrative Officer



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5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

7.3. 11:30 a.m. - Bob Bespalko, HUB

#20160118006

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Bob Bespalko, with Alberta HUB, will be in to speak with Council about Industrial Hemp and Agri-Food Value added and Council's roles with this diversification.

Additional Information

Originated By : pcorbiere



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5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

7.4. 1:00 p.m. - Leo VanBrabant, MCSNet

#20160205001

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Leo VanBrabant with MCSNet will be in to meet with Council to discuss amending the Land Use Bylaw regarding internet towers within the County.

Mr. VanBrabant's development application was denied based on section 7.7(3)(a) of the Land Use Bylaw. A copy of that section of the Land Use Bylaw is attached.

Additional Information

Originated By : pcorbiere



P.O. Box 98, 4810 – 50 Ave., St. Paul, AB T0A 3A0

TEL: (780) 645-4417 FAX: (780) 645-5745

Toll Free: 866-390-3928

www.mcsnet.ca

February 5, 2016

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

Attention: Krystle Fedoretz (Planning & Development)

RE: Amendment to bylaw Section 7.7(3)(a)

Industry Canada recently approved MCSNet's proposal under the Federal Governments "Connecting Canadians Program" to upgrade and enhance internet broadband services to rural communities.

MCSNet's proposal consisted of upgrading it's broadband infrastructure to the latest technology, upgrading 84 existing 100' towers to 150' towers and adding an additional 17 new 150' towers to underserved areas.

MCSNet presently has in excess of 500 towers covering North Eastern Alberta including Western Saskatchewan and therefore works hand in hand with well over 40 Municipalities.

An issue has come up with a County of St. Paul bylaw that has apparently come into effect over the last number of years concerning communication towers whereby towers must have a setback of not less than 120% of the height of the tower.

We sincerely believe this is an error as no other Municipality that we deal with has such a huge setback and should be corrected and modified to read as follows:

(a) The tower base shall be setback from abutting parcels and roadways by a distance of 20 percent of the tower height or the distance between the tower base and guy wire anchors, whichever is greater.

MCSNet would therefore like to recommend that the County of St. Paul Council amend the bylaw Section 7.7 (3)(a) to read as proposed above.

Thanking you for your kind attention in this matter, I remain

Yours truly

MCSNet

Leo VanBrabant - CEO

7.7 COMMUNICATION TOWERS

- (1) Industry Canada is responsible for regulating radio communication in Canada and for authorizing the location of radio communication facilities, including communication towers. In making its decision regarding the communication tower and related facilities, Industry Canada considers the following:
 - a. the input provided by the Approving Authority;
 - b. compliance with Transport Canada's painting and lighting requirements for aeronautical safety;
 - c. Health Canada's safety guidelines respecting limits of exposure to radio frequency fields;
 - d. an environmental impact assessment may be required in order to comply with the *Canadian Environmental Assessment Act*.
- (2) The participation of the County in the consultation process does not transfer any Federal decision making authority, nor does it confer a right of veto in the location of the communication tower.
- (3) Unless demonstrated to be impractical, transmission antennae shall be mounted on existing structures (including buildings or towers) or within transportation and utility corridors.
 - a. The tower base shall be setback from abutting parcels and roadways by a distance of 120 percent of the tower height or the distance between the tower base and guy wire anchors, whichever is greater.
 - b. Transmission towers must have the least practical adverse visual effect on the environment. This may be mitigated through landscaping and/or fencing.
- (4) Communication towers shall be located in a manner that minimizes the impact on the natural environmental and residential communities while recognizing the unique location requirement for siting communication towers.
- (5) All equipment shelters must meet the County's setback distances to roads and property lines.
- (6) All telecommunication carriers requesting a new telecommunication tower shall be required to identify any other such structure within an 8.05 km (5 mi) radius of the proposed site location. Each request shall also provide documentary evidence that co-location of the existing structures within that 8.05 km (5 mi) radius is not a viable alternative to a second structure.
- (7) Where Transport Canada requires that a telecommunication tower be lighted, the following procedures shall be encouraged to minimize visual impacts:
 - a. The lighting of equipment structures and any other facilities on site shall be shielded from adjacent properties where possible without interfering with the requirements of Transport Canada.
 - b. All lighting shall be a minimum number of low intensity white lights; and
 - c. The strobe interval shall be the maximum allowable by Transport Canada, and the strobe lights shall only be used if absolutely necessary.

8. New Business

- 8.1. GROWING RURAL TOURISM CONFERENCE - FEB 22-24
- 8.2. ALBERTA MUNICIPAL CLERK'S CONFERENCE - APRIL 20 - 22
- 8.3. 2016 ASCHA CONVENTION & TRADESHOW - APRIL 25 - 27
- 8.4. ALBERTA LIBRARY CONFERENCE - APRIL 28 TO MAY 1
- 8.5. GREY MATTERS CONFERENCE - SEPT. 20 & 21
- 8.6. LAC BELLEVUE OBSTACLE COURSE
- 8.7. REQUEST FOR SENIOR TRANSPORTATION GRANT
- 8.8. REQUEST TO CANCEL TAXES
- 8.9. 2016 LAND LEASES
- 8.10. BYLAW NO. 2016-05 - AMEND LUB - REZONE N 1/2 NW 13-57-6-W4
- 8.11. ROAD CANCELLATION - ROAD PLAN 2318ET IN N 1/2 AND SE 21-60-10-W4
- 8.12. ROAD CANCELLATION - ROAD PLAN 1018KS IN S 1/2 34-60-11-W4; W 1/2 35-60-11-W4 AND SE 35-60-11-W4
- 8.13. ROAD CANCELLATION - ROAD PLAN 8320958 IN NW 34-55-7-W4
- 8.14. ROAD CANCELLATION - ROAD PLAN 2209ET IN SW 3-56-7-W4
- 8.15. ROAD CANCELLATION - ROAD PLAN 1066NY IN WEST 1/2 1-60-10-W4
- 8.16. INTERSECTION OF HIGHWAY 28 AND 36
- 8.17. TRAFFIC IMPACT STUDY - ASHMONT SCHOOL INTERSECTION
- 8.18. ASHMONT LAGOON/WASTE WATER TRANSFER STATION
- 8.19. SUMMER VILLAGE OF HORSESHOE BAY MOWING AND WEED CONTROL SERVICES AGREEMENT

- 8.20. CLUBROOT POLICY - ASB-114
- 8.21. REGIONAL STRATEGIC PLAN
- 8.22. REGIONAL OCCUPATIONAL HEALTH & SAFETY
COMMITTEE
- 8.23. ALBERTA CAPITAL FINANCE AUTHORITY - MASTER
LOAN AGREEMENT



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

Issue Summary Report

8.1. Growing Rural Tourism Conference - Feb 22-24

#20160120001

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The Annual Growing Rural Tourism Conference will be held February 22-24, 2016 in Camrose. Councillor Dach has expressed interest in attending as it pertains to his Alberta's Lakeland and Kalyna Country Committees.

The Agenda for the Conference can be viewed online at www.growingruraltourism.ca. Registration for the Conference is \$325.

Recommendation

Motion to approve Councillor Dach to attend the Growing Rural Tourism Conference from February 22 to 24, 2015 in Camrose.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.2. Alberta Municipal Clerk's Conference - April 20 - 22

#20160119003

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The Annual Municipal Clerk's Conference will be held April 20-22, in Canmore. Registration for the Conference is \$525. Information about the conference can be viewed at <http://www.albertamunicipalclerks.com/AMCA-Annual-Conference>.

Recommendation

Motion to approve Phyllis Corbiere at attend the Municipal Clerk's Conference from April 20-22, 2016 in Canmore.

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

8.3. 2016 ASCHA Convention & Tradeshow - April 25 - 27

#20160202001

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The 2016 Alberta Senior Citizen' Housing Association (ASCHA) Convention will be held April 25 to 27, 2015 in Red Deer. Early registration for the conference is \$500. Councillor Fodness has expressed interest in attending as it pertains to the MD Foundation board.

Additional information can be viewed at www.ascha.com/events.

Recommendation

Motion to approve Councillor M. Fodness to attend the 2015 ASCHA Convention from April 25-27, 2016 in Red Deer.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.4. Alberta Library Conference - April 28 to May 1

#20160201002

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The Annual Alberta Library Conference will be held April 28 to May 1, 2016 in Jasper. Registration for the conference is \$230 before March 15th. Councillor Fodness would like to attend this conference as it pertains to her St. Paul Library Board Committee.

Councillors Amyotte and Dach have been approved to attend the conference through the Library Board.

More information is available at www.albertalibraryconference.com.

Recommendation

Motion to approve Councillor Fodness to attend the 2016 Alberta Library Conference from April 28 to May 1, 2016 in Jasper.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.5. Grey Matters Conference - Sept. 20 & 21

#20160204001

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The Grey Matters Conference will be held September 20 & 21, 2016 in Grande Prairie. Councillor Dach has expressed interest in attending as it relates to the MD Foundation Committee.

Recommendation

Motion to approve Councillor Dach to attend the Grey Matters conference in Grande Prairie on September 20 & 21, 2016.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.6. Lac Bellevue Obstacle Course

#20160202002

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The Friends of Lac Bellevue Enhancement Society will be hosting their second annual Bellevue Blast on July 16, 2016. It is an obstacle race that is over a course of 6 km, using the quad/snowmobile trails, the public beach and the Legion Lake Front beach.

The tentative plans is for the race to start at the County dumpster site, continuing along the quad/snowmobile trail and ending at the Legion lake front on the beach. They are requesting permission from the County to use the dumpster site for parking and registration for the event.

Recommendation

Administration is recommending that the Friends of Lac Bellevue be authorized to use the County dumpster site for parking and registration for the Bellevue Blast obstacle race on July 16, 2016, providing they have the appropriate liability insurance.

Additional Information

Originated By : pcorbiere

Appendix 1 for 8.6.: Bellevue Blast

January 26, 2016

Leo DeMoissac
5015 – 49 Avenue
St Paul, Alberta

Dear Mr. DeMoissac :

Thank you for your support in the Bellevue Blast 2015; having the assistance and collaboration from the County of St Paul was monumental in ensuring our success. We are again asking permission from the county to host the following event:

The Friends of Lac Bellevue Enhancement Society is interested in hosting our second annual Bellevue Blast on July 16, 2016. This will be an obstacle race that is over a course of 6KM, using the quad / snowmobile trails, the public beach and Legion Lake Front beach.

A tentative plan is to follow the format of 2015 and have the race start at the County dumpster site, this is also where parking, and registration would be. The race / obstacles would be on the quad / snowmobile trail and not in any ditches along the roadway; signage would be provided alerting motorists of a "race in progress". The race would end on Legion Lake Front grounds at the beach where we would be selling hamburgers / hot dogs / beer / pop / etc as well as having a live band and DJ style entertainment.

The entry fee will include a t-shirt and a free beverage ticket.

The proceeds of the event will be going towards a new building (dorm style) to house various service groups in and around the area, including Girl Guides, Air Cadets, Scouts, etc. The inclusion of participation from these types of groups is laid out by the mandate of the Legion Lake Front Association, in order to comply with the current lease agreement that is in place.

This race will be open to 500 people, with waves starting at 10:00 am. (subject to change per recommendation of race set up company). Race registration will be in advance and payment will be on-line, with check in starting an hour before race time.

We will have first aid personnel to be present on site as well as at the Legion campground.

Please feel free to contact me on my cell phone at 780-603-8564 or through email at jamison@telusplanet.net

Thank you in advance
Sheryl Jamison

cc County of St Paul
cc Danny Smyl President of the St. Paul Trailblazers Snowmobile Club
cc Jim Lindquist, P. Ag PGR Agrologist



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

Issue Summary Report

8.7. Request for Senior Transportation Grant

#20160202003

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The St. Paul Senior Citizens' Club and the Mallaig Seniors are requesting a travel grant to be used in 2016.

Recommendation

Administration is recommending to approve a \$1,000 Transportation grant for the St. Paul Senior Citizens' Club and the Mallaig Seniors .

Additional Information

Originated By : pcorbiere

ST. PAUL SENIOR CITIZENS' CLUB

**4809 – 47 Avenue
ST. PAUL, Alberta
T0A 3A3**

Telephone: 780-645-5566

Fax: 780-645-5566

January 21, 2016

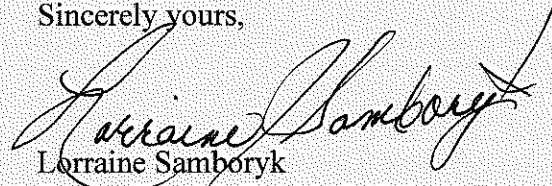
County of St. Paul No. 19
5015 – 49 Avenue
ST. PAUL, Alberta
T0A 3A4

Dear Sirs:

We would like to express our sincere thanks to the County of St. Paul for the grant received for the year 2015. The grant was very helpful to cover the traveling expenses for our educational and cultural trips during the year for our seniors.

We now look forward to the County of St. Paul helping us again with a generous grant for the year 2016.

Sincerely yours,



Lorraine Samboryk
St. Paul Senior Citizens' Club
Travel Committee

Mallaig & District Senior Citizens Club
Box 136
Mallaig, Alberta
T0A 2K0

St. Paul County
Sheila Kitz
5015-40 Avenue
St. Paul, AB
T0A 3A4

Dear Sheila Kitz,

This letter is an application for a Travel Grant. We have been informed that we should make this application if we used the funds we had received for traveling. In the past year, 2015, we used the funds for 1 bus trip to Elk Point for the Dinner Theatre in March.

We have also rented a bus this year, 2016, for the Dinner Theatre in Elk Point. Usually 30 to 40 seniors from our area take part. We are hopeful that you would be able to supply us with a Travel Grant again.

Sincerely,
Paulette Amyotte

Secretary
January 20, 2016



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

Issue Summary Report

8.8. Request to Cancel Taxes

#20160205003

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Equipment for 16-24-56-4-W4 was assessed on both Roll # 70000506 and Roll #66200015 for the 2014 Assessment year, in error. Twin Butte Energy paid the taxes on roll 70000506 in June.

In order to inactivate the duplicate account, we require a motion from Council to cancel the taxes and penalties in the amount of \$1,899.80 that were incorrectly applied to Roll 6620015. These sites have been corrected for the 2015 assessment so that there is only one roll for that location.

Section 347 of the M.G.A. allows a Council to cancel or refund all or part of a tax.

Recommendation

Motion to cancel the 2015 tax levy and penalties in the amount of \$1,899.80 on 16-24-56-4-W4, Roll 66200015, as per section 347 of the M.G.A., as it is a duplicate roll.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.9. 2016 Land Leases

#20160202004

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The following land leases are being presented for renewal for the year 2016:

PNE 8-56-4-W4	One Hope Canada
SE 20-56-7-W4	Banana Hill Farms
PNE 6-60-10-W4	William Barefoot & Sylvia Slowski
PNE 33-62-10-W4	Mardell & Michael Thompson
NW 34-62-10-W4	Mardell & Michael Thompson
NE 34-62-10-W4	Mardell & Michael Thompson
NW 2-62-12-W4	Allan & Shirley Tkachyk
NE 4-62-12-W4	William & Edward Zapisocki

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

Recommendation

Motion to approve the following land leases for renewal for 2016, as per section 61 of the M.G.A.:

PNE 8-56-4-W4	One Hope Canada
SE 20-56-7-W4	Banana Hill Farms
PNE 6-60-10-W4	William Barefoot & Sylvia Slowski
PNE 33-62-10-W4	Mardell & Michael Thompson
NW 34-62-10-W4	Mardell & Michael Thompson
NE 34-62-10-W4	Mardell & Michael Thompson
NW 2-62-12-W4	Allan & Shirley Tkachyk
NE 4-62-12-W4	William & Edward Zapisocki

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.10. Bylaw No. 2016-05 - Amend LUB - Rezone N 1/2 NW 13-57-6-W4 #20160204002

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Bylaw No. 2016-05 is being presented to Council to amend Land Use Bylaw No. 2013-50 as it relates to rezoning 10 acres in N 1/2 NW 13-57-6-W4 from Agricultural to Country Residential One. This is the same property that was presented for rezoning at the December Council Meeting. The landowner has submitted a new application and has paid the application fee.

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 will also be required to hold a public consultation prior to the public hearing being held.

Recommendation

Motion to give first reading to Bylaw No. 2016-05, as it relates to rezoning 10 acres in N 1/2 NW 13-57-6-W4 from Agricultural to Country Residential One (CR1).

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL REZONING APPLICATIONName of Applicant: JOHN A HOLLEY Email: jholy@shaw.caMailing Address: 5514-56ST BARRHEAD AB T7N1C6Telephone (Home): 7806743464 (Business): 7806741529 (Fax): ✓Registered Owner (if not applicant): N/AMailing Address: N/ATelephone (Home): N/A (Business): N/A (Fax): ✓**1. LEGAL DESCRIPTION OF LAND TO BE REZONED:**

- a) All / part of the ^{N $\frac{1}{2}$} NW $\frac{1}{4}$ 13 section 57 township 6 range W4M
- b) Being all / parts of Lot N/A Block _____ Registered Plan _____
- c) Total area of the above parcel of land to be rezoned is ~~10.82~~ ¹⁰ acres ~~4.38~~ ^{4.05} (hectares)

2. ZONING INFORMATION:

- a) Current Zoning as per the Land Use Bylaw 2013-50: farmland
- b) Desired Zoning as per the Land Use Bylaw 2013-50: country residential #1
- c) Proposed use as per the Land Use Bylaw 2013-50: Single family dwelling
- d) Is the proposed use a permitted or discretionary use: Permitted use
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan? No
- f) Information in support of the rezoning:
Wish to have in place another country residential lot
This lot is located only 7 miles from Elk Point and lends itself well to someone who wishes to place on it a beautiful home with out-buildings and still have enough space for hobby or business endeavors
The County would gain three increased tax revenue.

Appendix 1 for 8.10.: Rezoning Application

3. LOCATION OF LAND TO BE REZONED:

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

If "yes", the adjoining municipality is N/A

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. N/A

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 _____

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

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

i) Is the sour gas facility active, abandoned, or currently being reclaimed? N/A

g) Is there an abandoned oil or gas well or pipeline on the property? Yes _____ 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 ☒

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

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.)

grassland

5. WATER SERVICES:

a) Existing Source of Water: no 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 8.10.: Rezoning Application

6. SEWER SERVICES:

- a) Existing sewage disposal: Nothing on property - vacant land
- b) Proposed sewage disposal: open discharge or field

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 Rezoning 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 8.10.: Rezoning Application

REGISTERED OWNER OR PERSON ACTING ON BEHALF:

I, JOHN A. HOLLEY 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

Owner Signature

Date

Owner Signature

Date

option #2

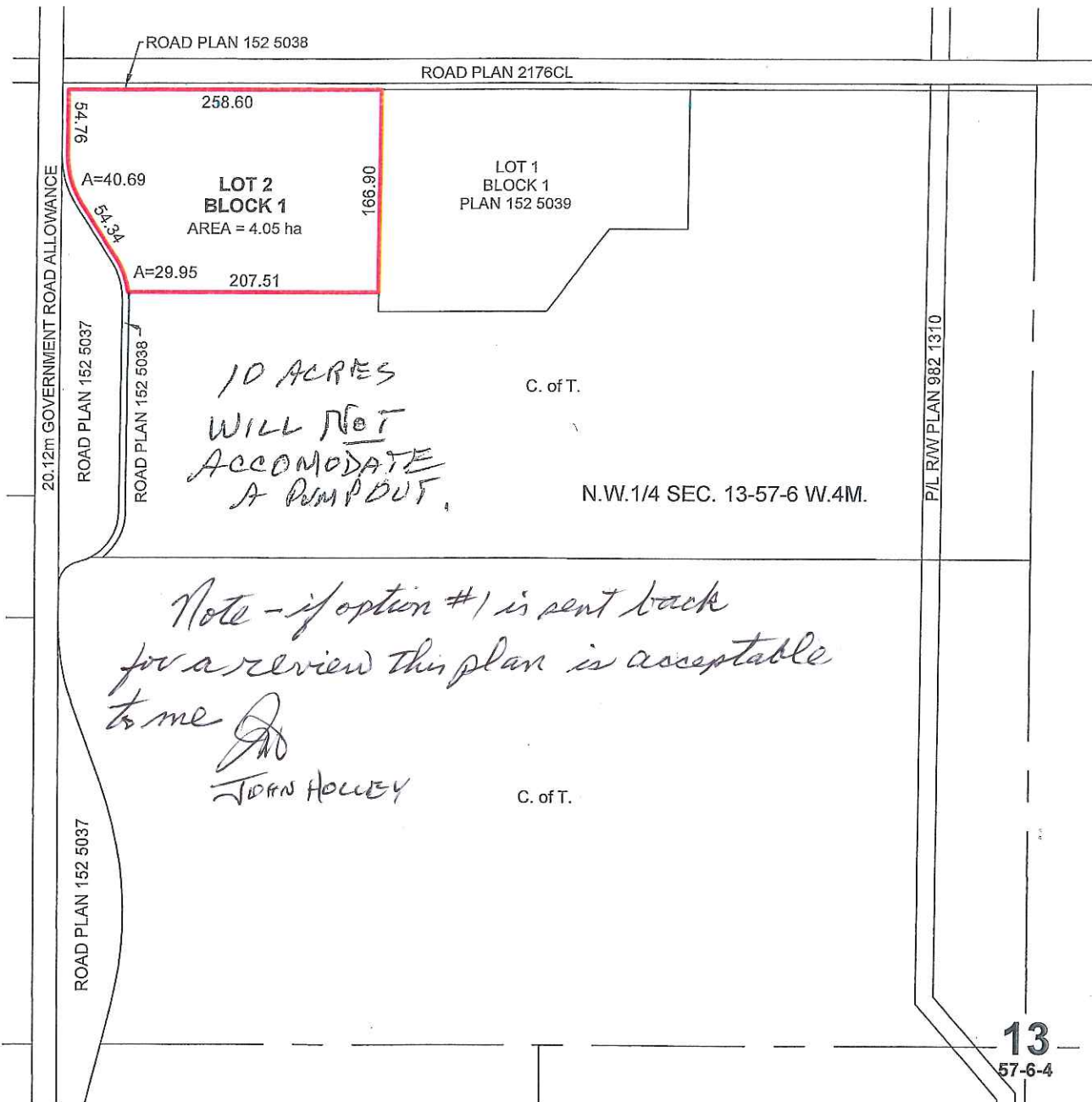
PAGE 1 OF 2

TENTATIVE PLAN

SHOWING PROPOSED SUBDIVISION WITHIN

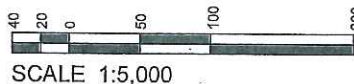
N.W.1/4 Sec.13 Twp.57 Rge.6 W.4M.

COUNTY OF ST. PAUL NO. 19

**LEGEND:**

Proposed Parcel 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	NOV. 5, 2015

Job X107715

Rev. 0

SURVEYED BY: --

CALC'D BY: J.O.

DRAWN BY: J.O.

PAGE 2 OF 2

TENTATIVE PLAN

SHOWING PROPOSED SUBDIVISION WITHIN

N.W.1/4 Sec.13 Twp.57 Rge.6 W.4M.

COUNTY OF ST. PAUL NO. 19

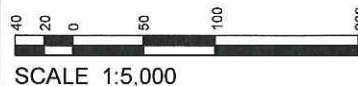


Imagery: ©2015 Abacus Datagraphics Ltd., all rights reserved.

Date of Photography: SEPTEMBER 18, 2011

Distances are in metres and decimals thereof.

LEGEND:Proposed Parcel shown as: ———
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	NOV. 5, 2015

Job X107715

Rev. 0

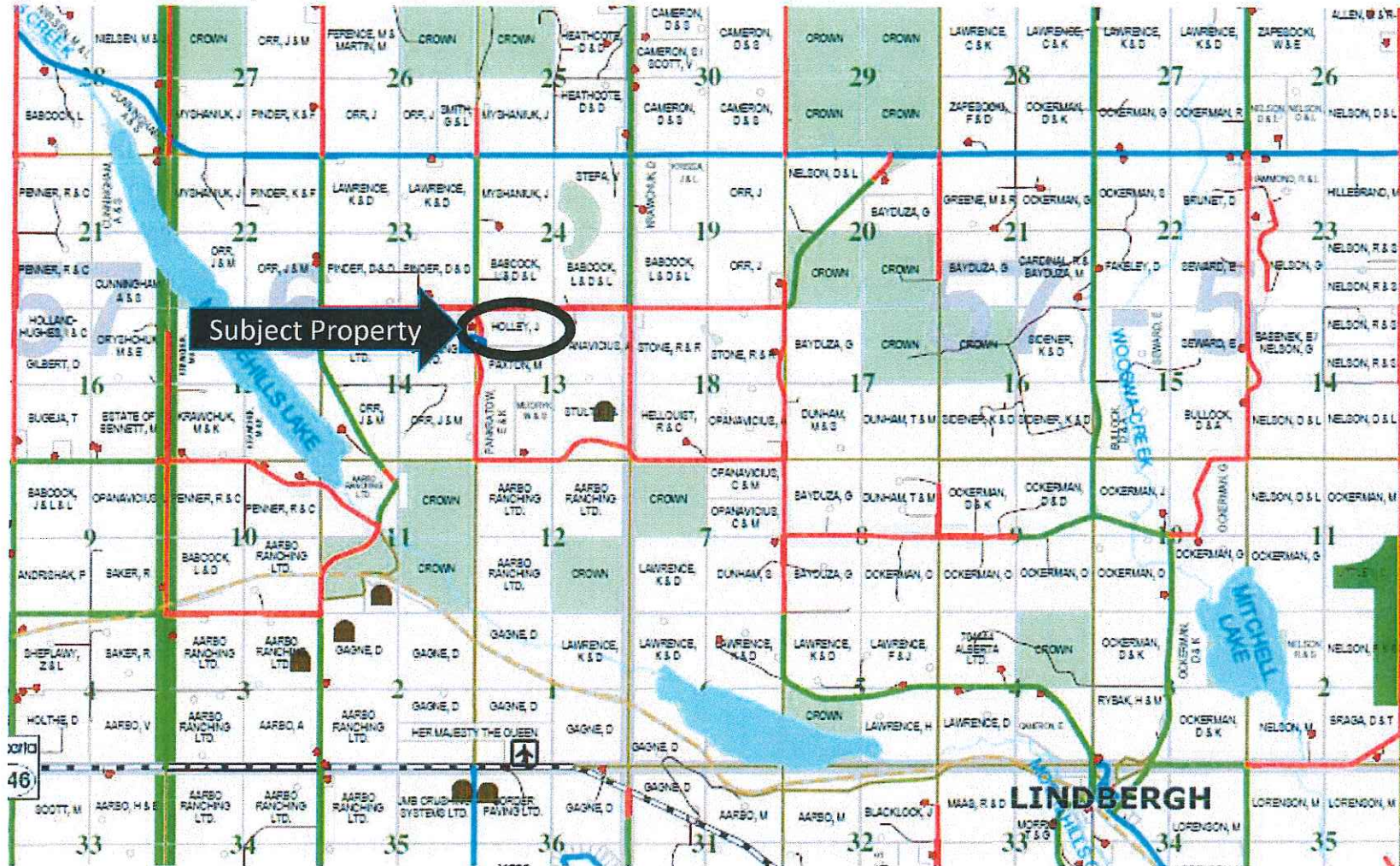
SURVEYED BY: --

CALC'D BY: J.O.

DRAWN BY: J.O.

Appendix 1 for 8.10.: Rezoning Application

Figure 1. General Location Map



COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2016-05

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

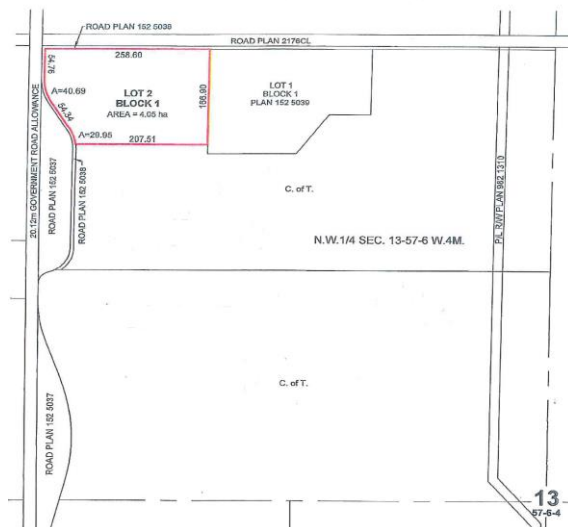
WHEREAS, it is deemed expedient to amend the Land Use Bylaw of St. Paul and County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

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: 10 acres in PNW 13-57-6-W4



Read a first time in Council February 8, 2016.

Advertised the day of , A.D. 2015, and the day of , A.D. 2015 in the Elk Point Review.

Read a second time in Council , 2016.

Read a third time and duly passed in Council , 2016.

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

8.11. Road Cancellation - Road Plan 2318ET in N 1/2 and SE 21-60-10-W4

#20160203002

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Road Plan 2318ET in N 1/2 21-60-10-W4 and SE 21-60-10-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 highlighted in yellow. Part of the highlighted area will then be reregistered with the new road plan.

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 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 2318ET in NW 21-60-10-W4 containing 1.30 hectares (3.23 acres) more or less;

Second, closure all that portion of Road Plan 2318ET in NE 21-60-10-W4 containing 0.040 hectares (0.10 acres) more or less;

Third and final closure all that portion of Road Plan 2318ET in SE 21-60-10-W4 containing 0.971 hectares (2.40 acres) more or less;

Excepting thereout all mines and minerals.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

February 9, 2016

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 amended/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:

First, closure all that portion of Road Plan 2318ET in NW 21-60-10-W4 containing 1.30 hectares (3.23 acres) more or less;

Second, closure all that portion of Road Plan 2318ET in NE 21-60-10-W4 containing 0.040 hectares (0.10 acres) more or less;

Third and final closure all that portion of Road Plan 2318ET in SE 21-60-10-W4 containing 0.971 hectares (2.40 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__.

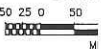
MINISTER OF TRANSPORTATION

ABBREVIATIONS

Fd.	FOUND
I.	IRON POST
ASS'D	ASSUMED
C.S.	COUNTER SUNK
R.B.	RADIAL BEARING
MK.	MARK
N.	NORTH
E.	EAST
S.	SOUTH
W.	WEST
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
MER.	MERIDIAN

PL
SHO
RI
OF P
N.W. 1/4 SEC. 21 - TW
N.E. 1/4 SEC. 21 - TW
S.E. 1/4 SEC. 21 - TW
COUNTY OF S
21

SCALE



LEGEND

STATUTORY IRON SURVEY POSTS FOUND SHOWN
STATUTORY IRON SURVEY POSTS PLANTED SHOWN
DISTANCES ARE IN METRES AND DECIMALS THERE
AREA TO BE REGISTERED OUTLINED THUS

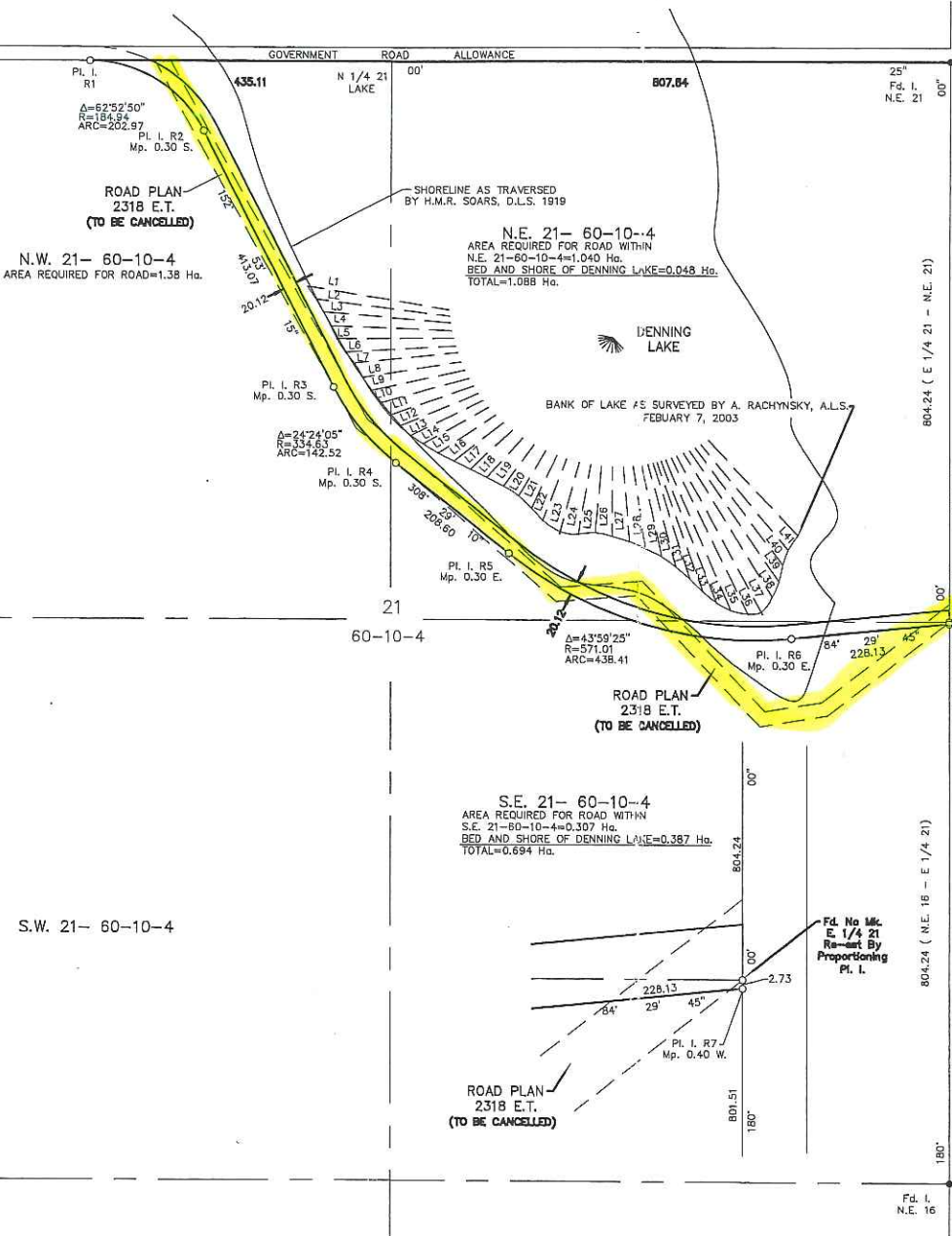
SURVE

A. RACH

SURVEYED BETW

FEBRUARY 7, 2003

(IN ACCORDANCE WITH THE



PLAN

SHOWING SURVEY OF NEW ROAD

SEC. 21. TP. 60th RG 10. W. 4th M.

C. B. Atkins A.L.S. 1935 Scale: 6 chs = 1 inch

Note: calculated distances are in Blue

589° 58 E

L.P.M.
NE Cor
Sec 20.

24.129

I.P.P.R.VII

Rds: 11313

L.P.M.
NE Cor
21-60-10.

I certify that the within Instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 11:40 o'clock A.M. on the 28th day of August A.D. 1937, Number 2318 Book E.T. Folio 95

W. J. [Signature] Registrar

DENNING LAKE

Black Line indicates bank of Lake according to Twp. plan of 1924- notes of Traverse by H.M.R. Soars, D.L.S., 1919.

N.W. 1/4 SEC. 21-60-10-4

AREA REQD. FOR ROAD: 3.23 acs.

APPROVED

Director of Surveys

Exd 20-8-36
K.C.

I.P.P.R.VI

N.E. 1/4 SEC. 21-60-10-4

AREA REQD. FOR ROAD

within Lake = 0.39 acs.
without " = 2.21 "
Total = 2.60 "

18.60
N49° 12' W
18.961

21
60-10-4

I.P.P.R.V

I.P.P.R.IV

385° 41' W
5.85

N43° 48' W
12.851

0.12319

S52° 28' W
11.013

I.P.M. 1/4 =
I.P.R.I

I, C. B. Atkins of the City of Edmonton Alberta Land Surveyor, make oath and say:-

That the survey represented by this plan has been made by me in accordance with the provisions of the Alberta Surveys Act; That this survey was performed between the dates of J.V.I. 10 and 11. th.

A.D. 1935, and that this plan is correct and true and was prepared in accordance with the provisions of the Land Titles Act.

Sworn before me at the City of Edmonton in the Province of Alberta, this 27th day of Feby 1936

E. J. Halland

A Commissioner in and for the Province of Alberta

C. B. Atkins

hereby certify that the survey represented by this plan has been made in accordance with the instructions of the Council of the Municipal District of St. Line (No. 574) under the provisions of the Municipal District Act.

Secretary-Treasurer

S.E. 1/4 SEC. 21-60-10-4

AREA REQD. FOR ROAD IN LAKE = 0.03 acs.
without " = 2.40 "
Total = 2.43 "

380° 57' W
4.868





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

Issue Summary Report

8.12. Road Cancellation - Road Plan 1018KS in S 1/2 34-60-11-W4; W 1/2 35-60-11-W4 and SE 35-60-11-W4 #20160203003

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Road Plan 1018KS in SW 34-60-11-W4; SE 34-60-11-W4; NW 35-60-11-W4; SW 35-60-11-W4 and SE 35-60-11-W4 is being presented to Council for cancellation as a new road was built, and parts of the old road was abandoned but not registered. The area to be cancelled is highlighted in orange (includes the abandoned areas) and then that same area will be re-registered under one new road plan.

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 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 1018KS in SW 34-60-11-W4 containing 0.150 hectares (0.37 acres) more or less;

Second, closure all that portion of Road Plan 1018KS in SE 34-60-11-W4 containing (0.92 acres) more or less;

Third, closure all that portion of Road Plan 1018KS in NW 35-60-11-W4 containing 0.664 hectares (1.64 acres) more or less;

Fourth closure all that portion of Road Plan 1018KS in SW 35-60-11-W4;

Fifth and final closure all that portion of Road Plan 1018KS in SE 35-60-11-W4 containing (1.53 acres) more or less.

Excepting thereout all mines and minerals.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

February 9, 2016

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:

First, closure all that portion of Road Plan 1018KS in SW 34-60-11-W4 containing 0.150 hectares (0.37 acres) more or less;

Second, closure all that portion of Road Plan 1018KS in SE 34-60-11-W4 containing (0.92 acres) more or less;

Third, closure all that portion of Road Plan 1018KS in NW 35-60-11-W4 containing 0.664 hectares (1.64 acres) more or less;

Fourth closure all that portion of Road Plan 1018KS in SW 35-60-11-W4;

Fifth and final closure all that portion of Road Plan 1018KS in SE 35-60-11-W4 containing (1.53 acres) more or less.

Excepting thereout all mines and minerals

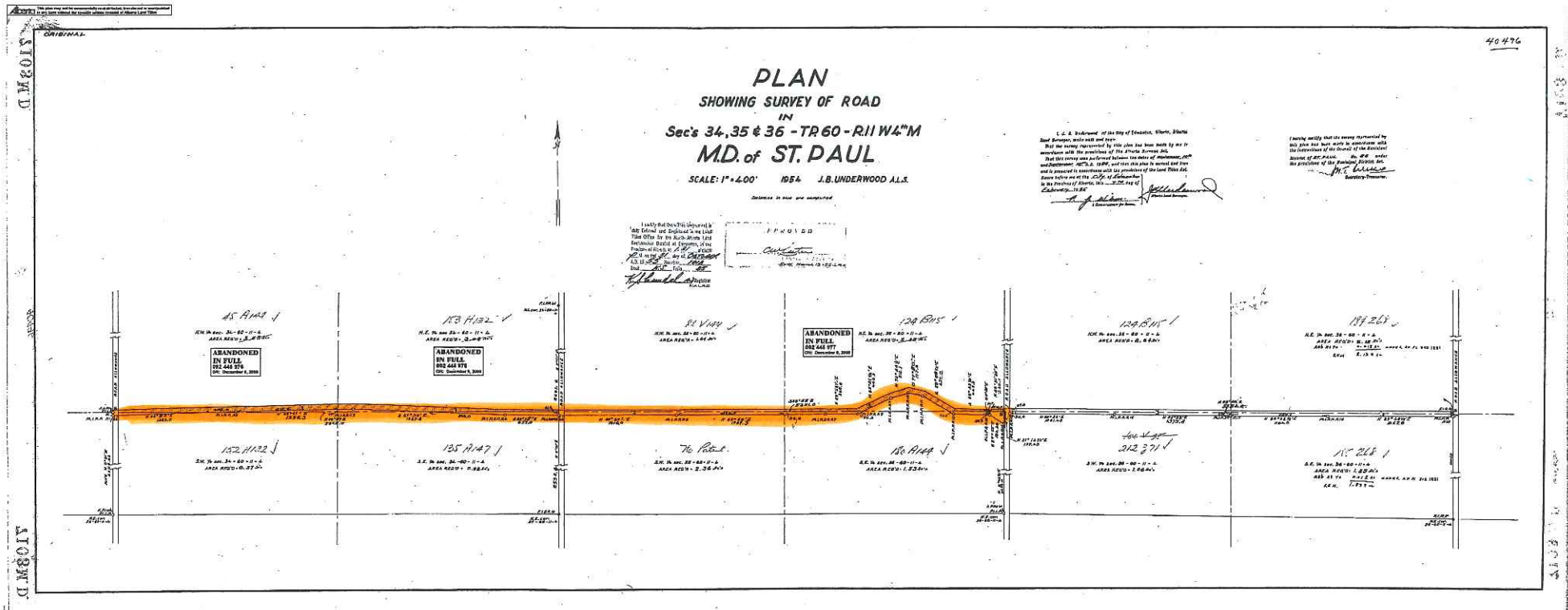
Cancelled portions shall be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

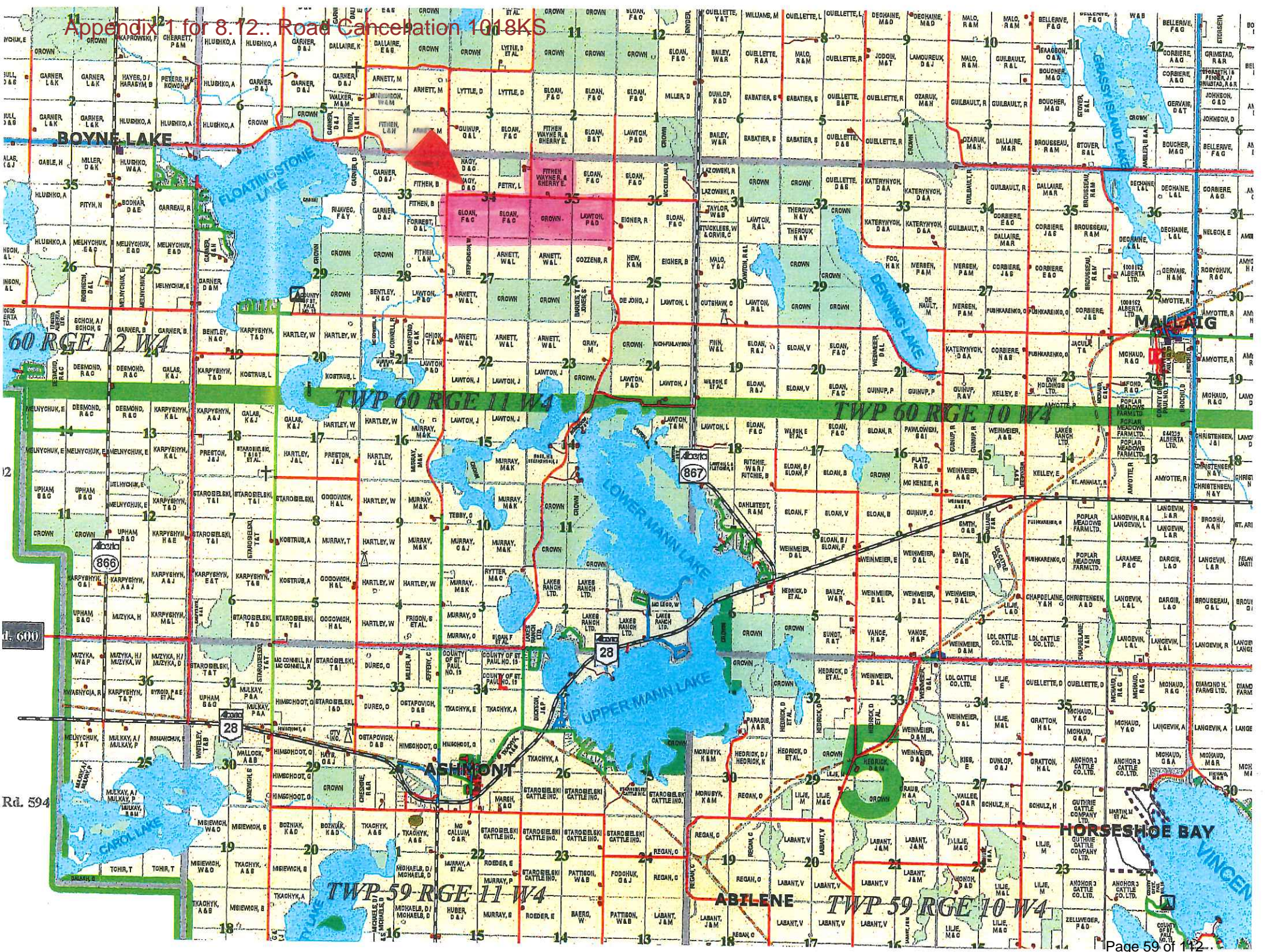
APPROVED THE _____ DAY OF _____ 201__.

MINISTER OF TRANSPORTATION



ROAD PLAN 1018KS

Appendix 1 for 8.12.: Road Cancellation, 1018KS





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

Issue Summary Report

8.13. Road Cancellation - Road Plan 8320958 in NW 34-55-7-W4

#20160203004

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Road Plan 8320958 in NW 34-55-7-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 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 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 8320958 in NW 34-55-7-W4 containing 0.494 hectares (1.22 acres) more or less

Excepting thereout all mines and minerals.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

February 9, 2016

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 is 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 8320958 in NW 34-55-7-W4 containing
0.494 hectares (1.22 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

ABBREVIATIONS

FOUND	IRON POST
ASSUMED	COUNTER
RACIAL	MARK
NORTH	EAST
SOUTH	WEST
SECTION	TOWNSHIP
RANGE	MERIDIAN
FENCE	GEORGRAPHIC
CORNER	CORNER
SUBDIVISION	SECTION
ASSUMED	ASSUMED

S.W. 1/4 SEC. 34
N.W. 1/4 SEC. 34
COUNTY

SCALE

LEGEND

LEGEND

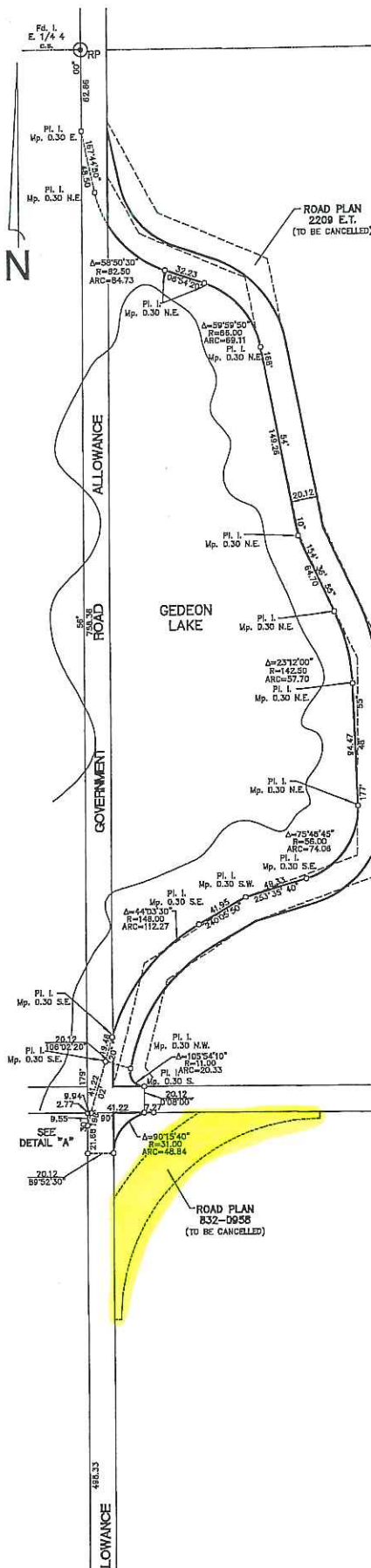
STATUTORY IRON SURVEY POSTS FOUND SHOWN 1
STATUTORY IRON SURVEY POSTS PLANTED SHOWN 2
THE GEO-REFERENCED POINT IS A FOUND STATUS 3
DISTANCES ARE IN METRES AND DECIMALS THERE 4
AREA TO BE REGISTERED OUTLINED THUS 5
BEARINGS ARE GRID AND DERIVED FROM GNSS 6
C.S.F. 0.288089

guy

A. RAC

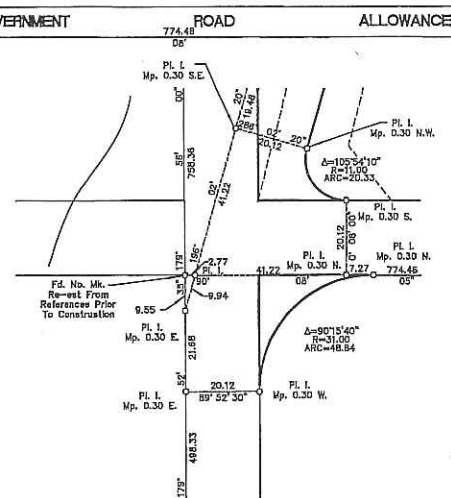
SURVEYED BY
FEBRUARY 22,

COUNTY OF



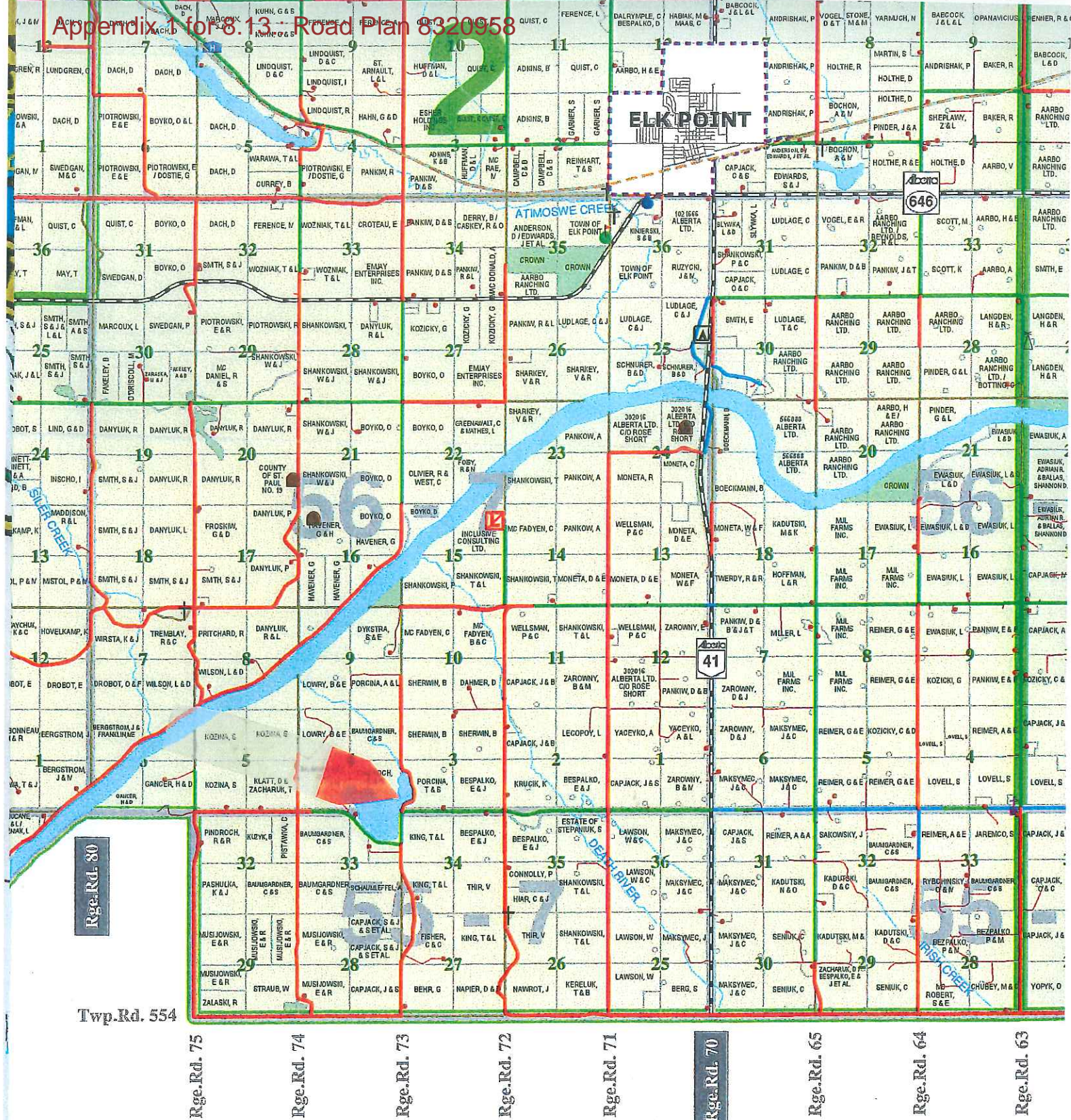
S.W. 1/4 SEC. 3 - TWP. 56 - RGE. 7 - W. 4 MER.

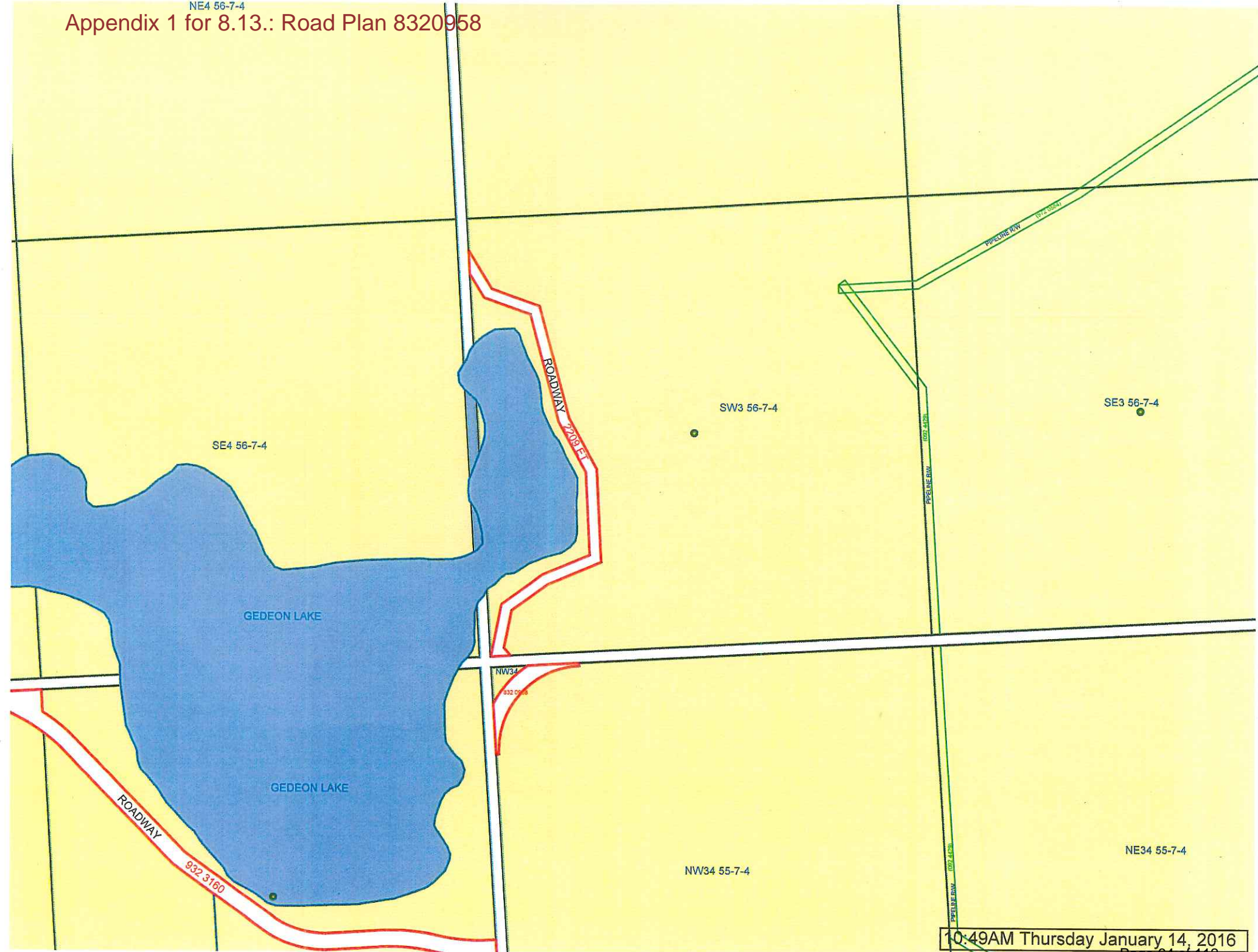
AREA REQUIRED FOR ROAD WITHIN
ROAD PLAN 2209 E.T.=1.373 Ha.
S.W. 3-58-7-4=0.370 Ha.
TOTAL=1.743 Ha.

R/W
092-

DETAIL "A"
NOT TO SCALE

Appendix 1 for 8.13: Road Plan 8320958







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

Issue Summary Report

8.14. Road Cancellation - Road Plan 2209ET in SW 3-56-7-W4

#20160203005

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Road Plan 2209ET in SW 3-56-7-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 highlighted in yellow. Part of the highlighted area will then be reregistered with the new road plan.

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 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 2209ET in SW 3-56-7-W4 containing 1.84 hectares (4.55 acres) more or less;

Excepting thereout all mines and minerals.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

February 9, 2016

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 is 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 2209ET in SW 3-56-7-W4 containing
1.84 hectares (4.55 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

ABBREVIATIONS

PL. I. FOUND POINT
 PL. II. ASSUMED
 C.S. COUNTER SINK
 M.K. MARK
 N. NORTH
 S. SOUTH
 T. TOWNSHIP
 R. RANGE
 M. MERIDIAN
 F.C.P. FIELD CORNER POINT
 G.C.P. GENERAL CORNER POINT
 S.S. SATELLITE STATION

PL. I. SH. SURVEY

S.W. 1/4 SEC. 3 - TWP. 56 - RGE. 7 - W. 4 MER.

N.W. 1/4 SEC. 34 - TWP. 56 - RGE. 7 - W. 4 MER.

COUNTY OF S

LEGEND

STANDARD HIGH SURVEY FOUND POINT
 THE GEO-REFERENCED POINT IS A FOUND STAT
 DISTANCES ARE IN METRES AND BEARINGS THERE
 BEARINGS ARE GSD AND DERIVED FROM GNS O
 C.S.F. 0.9998000

SCALE

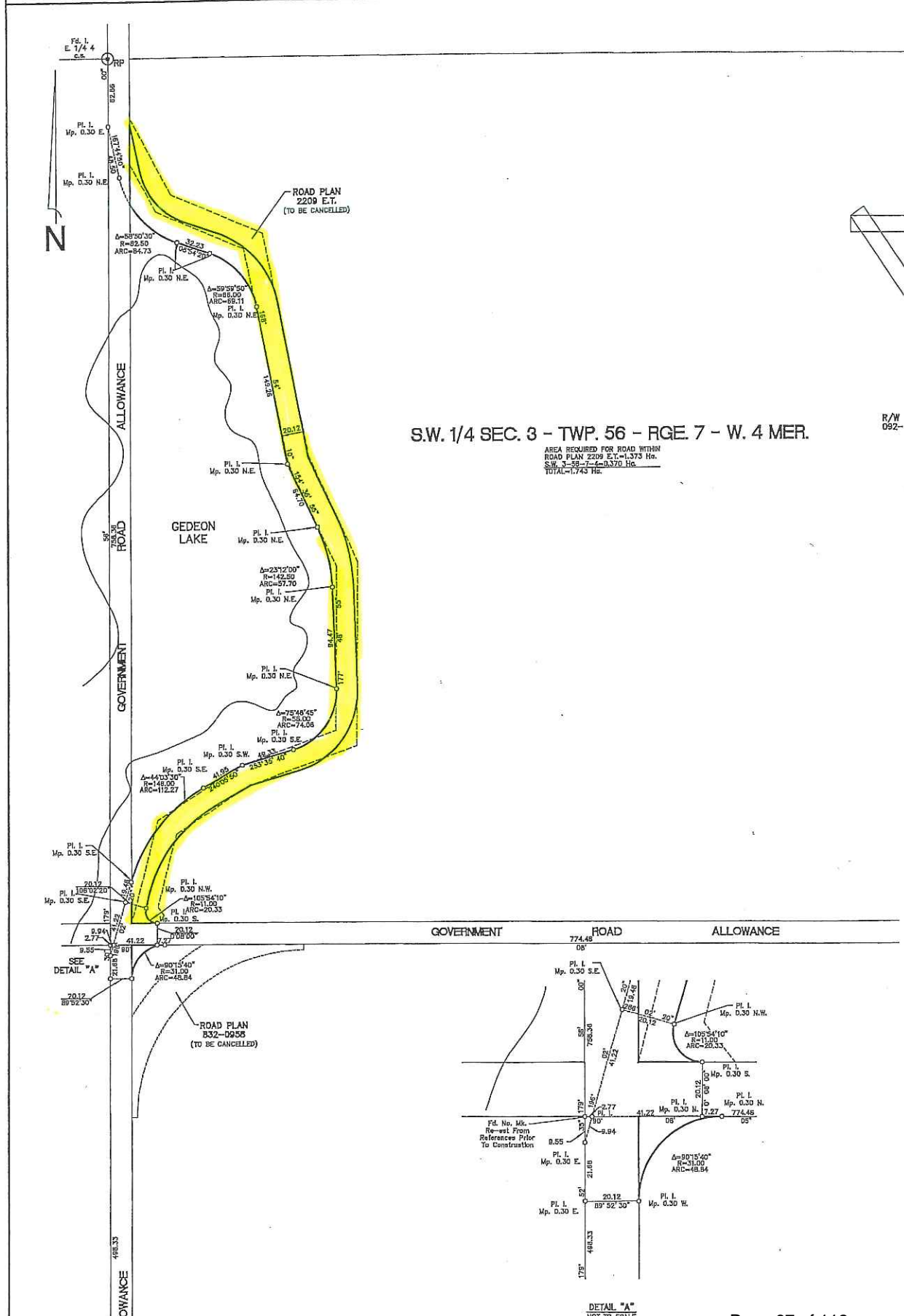
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A. RAC

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 (IN ACCORDANCE WITH 1
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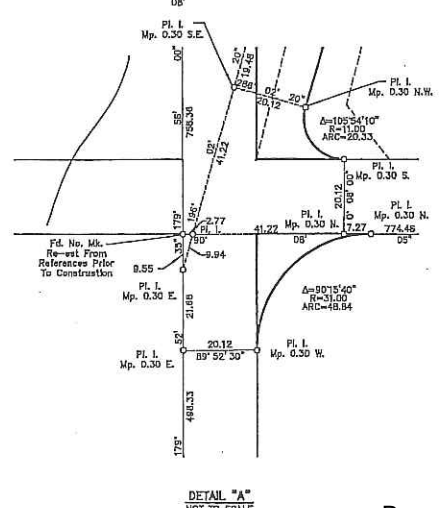
COUNTY OF



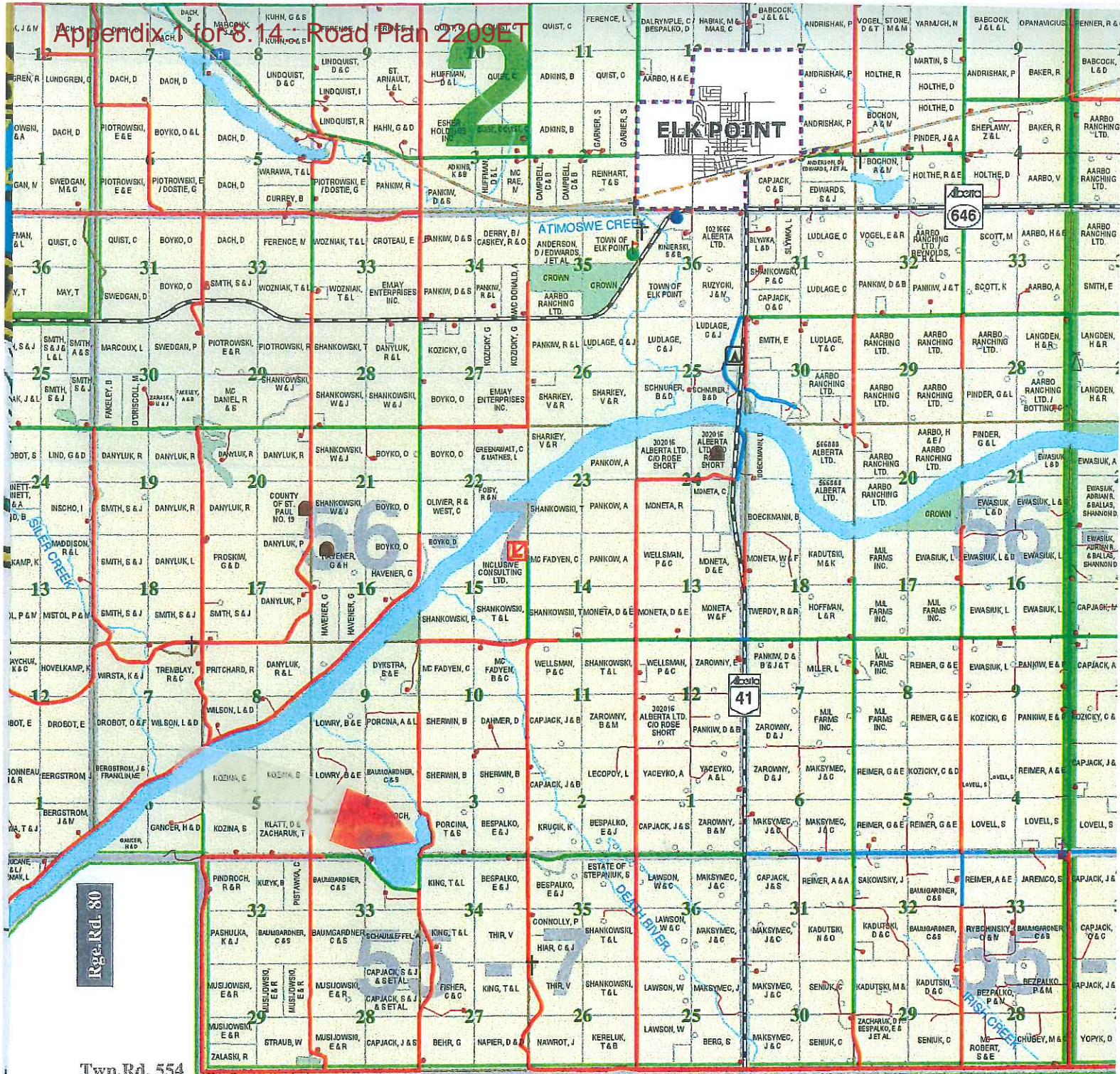
S.W. 1/4 SEC. 3 - TWP. 56 - RGE. 7 - W. 4 MER.

AREA REQUIRED FOR ROAD WITHIN
 ROAD PLAN 2209 E.T.=1.373 Ha.
 S.W. 1/4 SEC. 34-0.370 Ha.
 TOTAL=1.743 Ha.

R/W
092-



Appendix 1 for 3.14 Road Plan 2209 ET



Twp. Rd. 554

Rge. Rd. 75

Rge. Rd. 74

Rge. Rd. 73

Rge. Rd. 72

Rge. Rd. 71

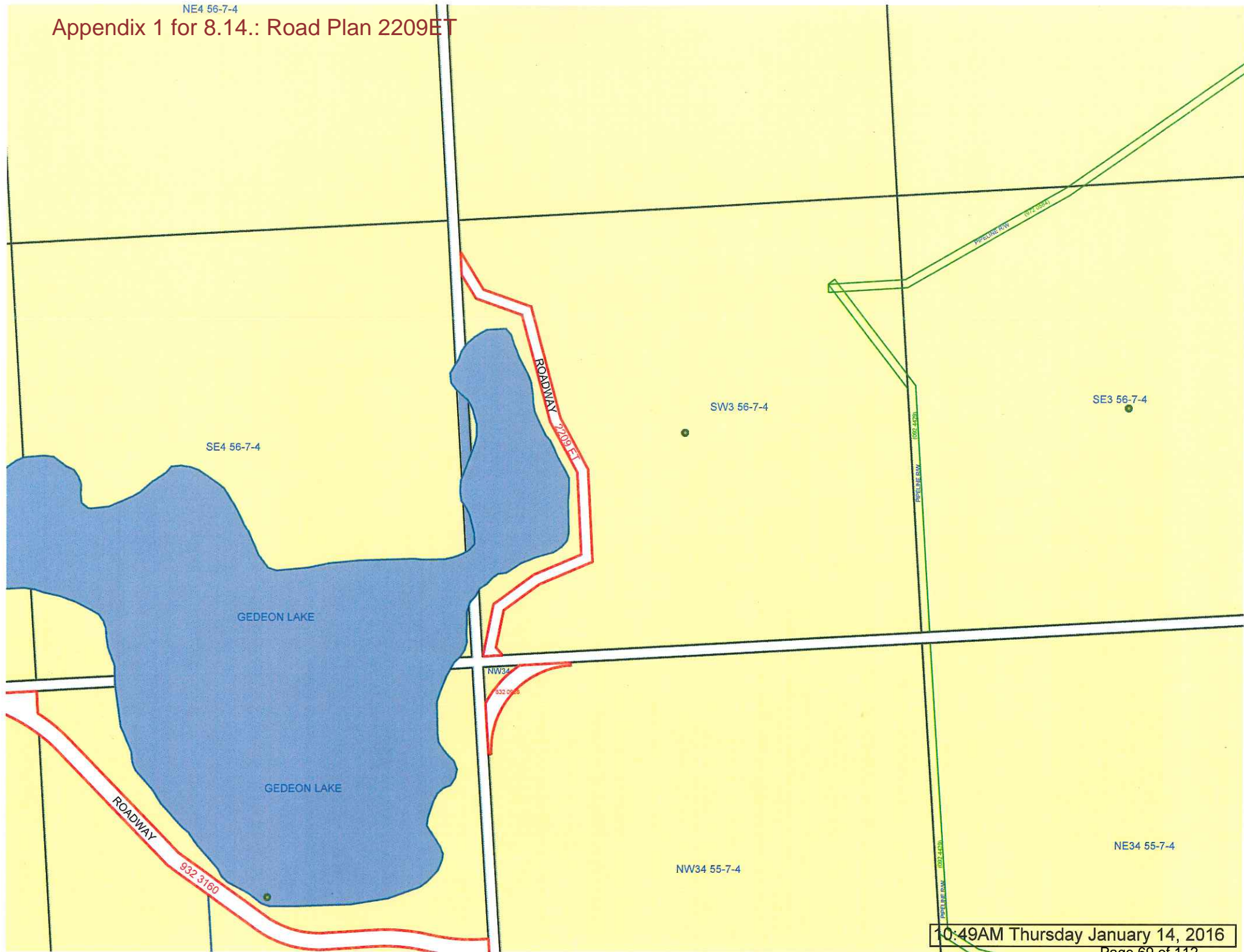
Rge. Rd. 70

Rge. Rd. 65

Rge. Rd. 64

Rge. Rd. 63

Appendix 1 for 8.14.: Road Plan 2209ET





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

Issue Summary Report

8.15. Road Cancellation - Road Plan 1066NY in West 1/2 1-60-10-W4 #20160203006

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Road Plan 1066NY in West 1/2 1-60-10-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 highlighted in yellow. Part of the highlighted area will then be reregistered with the new road plan.

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 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:

First, closure all that portion of Road Plan 1066NY in NW 1-60-10-W4 containing 0.336 hectares (0.83 acres) more or less;

Second, closure all that portion of Road Plan 1066NY in SW 1-60-10-W4 containing 2.582 hectares (6.38 acres) more or less;

Excepting thereout all mines and minerals.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

February 9, 2016

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 amended/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:

First, closure all that portion of Road Plan 1066NY in NW 1-60-10-W4 containing 0.336 hectares (0.83 acres) more or less;

Second, closure all that portion of Road Plan 1066NY in SW 1-60-10-W4 containing 2.582 hectares (6.38 acres) more or less;

Excepting thereout all mines and minerals

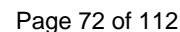
Cancelled portions shall be consolidated with respective titles.

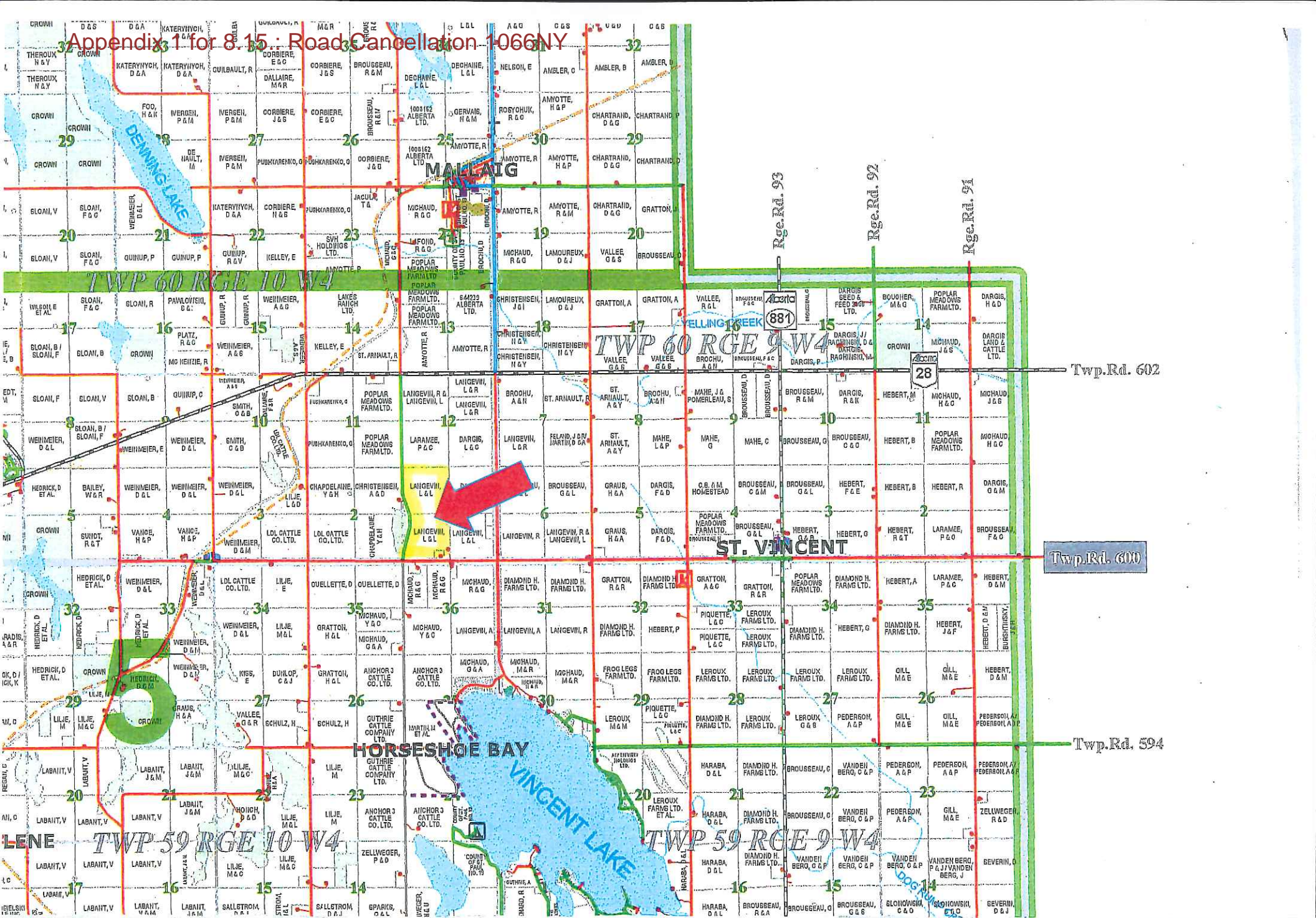
CHIEF ADMINISTRATIVE OFFICER

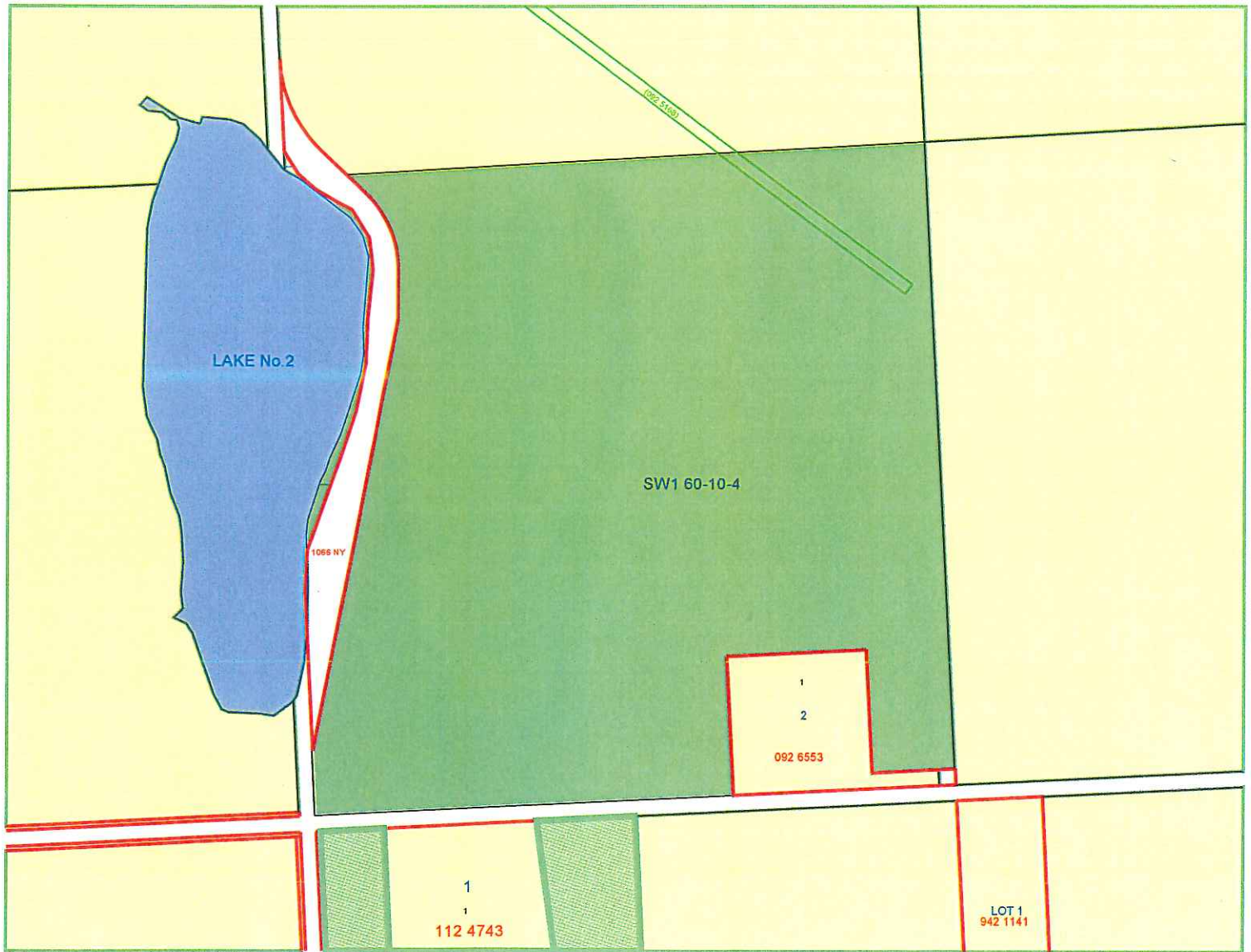
REEVE

APPROVED THE _____ DAY OF _____ 201__.

MINISTER OF TRANSPORTATION







ROAD PLAN: 1066NY



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

Issue Summary Report

8.16. Intersection of Highway 28 and 36

#20160205004

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

During fall convention, Council asked Alberta Transportation to extend the 80 km/hr speed zone from the access into Ashmont, westbound to the Junction of Hwy 28 and 36. Alberta Transportation did an analysis of the proposed speed limit extension and based on their findings, they are recommending to keep the intersection at 100 km/hr. A copy of their recommendation is attached.

Recommendation

Motion to file the information from Alberta Transportation as information.

Additional Information

Originated By : pcorbiere

Speed Limit Review

Extension of 80 km/h speed zone near the hamlet of Ashmont

1.0 Background

A request to extend the current 80 km/h zone on Highway 28:15 was presented at the recent AAMDC meeting. The current 80 km/h zone is located around a horizontal curve that also contains the main access to the hamlet of Ashmont. The proposal is to lengthen the 80 km/h zone westward from its current end point at km 0.460 to the junction of Highway 36 and Highway 28, which is approximately km 0.000. The current speed gazettement along the roadway can be seen in Figure 1. Current traffic volume along the segment is 2980 vehicles per day, with an average growth rate of 4.3%. The roadway section was analysed based on the development, geometry, TAC (Transportation Association of Canada) speed limit warrant spreadsheet, and collision history.



Figure 1: Current speed gazettement on Highway 28

2.0 Analysis of the Proposed Speed Limit Extension

The current 80 km/h zone ends at km 0.460, which is approximately 200 metres west of the main access to the hamlet of Ashmont. At km 0.460, continuing westward, the speed limit increases to 100 km/h, and there is a distinct change in roadway characteristics. The motorist has exited the horizontal curve, and there are no longer sight distance concerns. The vertical geometry is similarly satisfactory; the one

crest curve has a K value of 130 that easily satisfies stopping sight distance. There is also a sag curve along the segment, but it easily provides headlight control with a K value of 134. Finally, the roadway is also primarily flat with two short segments with low grades of 2.2% and 1.3%. Additionally, the area around the segment is notably undeveloped with no accesses to the highway. Due to the geometric and development characteristics of the roadway, a lower speed limit along the segment would likely seem unjustified by drivers, which would result in low compliance. Differential speeds caused by low compliance could also decrease safety.

An analysis was also completed using the TAC speed limit spreadsheet analysis. The results, which can be seen in Appendix A, indicated that a 100 km/h speed zone is the appropriate limit for the segment. The spreadsheet takes into account the segment geometry as well as roadway usage and surface characteristics.

The collision history was also looked at to assess the safety. There have been a total of 7 collisions along this segment in the last five years. Five of the seven collisions were at the intersection, with the remaining two occurring midway along the segment as a result of colliding with an animal. Four of the five collisions that occurred at the intersection in the last five years were angle collisions that were the result of a north or southbound vehicle failing to yield at a stop sign. Though the number of collisions at the intersection was not notably high, an analysis of the intersection was completed to ensure that sight distance concerns were not a contributing factor.

3.0 Analysis of the Intersection of Highway 28 and Highway 36

As the collisions at the intersection had similar causes, an analysis of the approaches was completed. At the intersection, there is a stop control for northbound and southbound traffic on Highway 36. The stop signs on Highway 36, which can be seen in Figure 1, are oversized and have a red flashing light mounted over the sign to provide drivers with additional warning. The signs are also preceded by an “Stop Ahead” warning sign (WB-1) and “Stop Ahead” pavement markings; even further back, an “Important Intersection Ahead” warning sign is applied and an information sign announcing the junction. For the vehicles approaching on Highway 28, there is an “Important Intersection Ahead” sign as well as an information sign to indicate that there is a junction with Highway 36.



Figure 1: View for NB vehicles on Highway 36 at the intersection. The stop sign is oversized and has a flashing red beacon mounted to the top.

For southbound vehicles on Highway 36, the roadway is flat with no obstructions in sight distance. Northbound vehicles approach the intersection from a vertical crest curve; however, the “Important Intersection Ahead” is provided prior to the curve and there is still over 400 metres of sight distance once the vehicle exits the curve. Finally, the northbound vehicles may also have their vision obscured because there is a right-turn lane at the intersection; as can be seen in Figure 2, a vehicle sitting in the right turn lane can block the stop sign. However, the stopped vehicle in the right turn lane as well as the advance warnings should still provide adequate warning to drivers in the through lane.



Figure 2: View for Northbound Vehicles on Highway 36 Approaching Highway 28

For the vehicles approaching on Highway 28, the stopping sight distance is also adequate. As both eastbound and westbound vehicles approach this intersection, they are exiting a horizontal curve. From the westbound perspective, there is over 400 meters of sight distance. For eastbound vehicles, there is more than 200 meters, which is sufficient for a speed of 100 km/h. The eastbound sight distance can be seen in Figure 3. Since the signage and signage placement provided as well as the stopping sight distance from all approaches is adequate, there are no changes required at the intersection.




Figure 3: View for EB vehicles on Highway 28 approaching the intersection

4.0 Conclusions and Recommendations

Based on the road characteristics, the surrounding developments, and the intersection design, the 80 km/h zone should not be extended to the junction of Highway 28 and 36. This segment of roadway has limited development and has no accesses. Additionally, the road is flat with adequate sight distance as vehicles approach the intersection. The collision history does not indicate serious safety problems along the segment or at the intersection. The TAC speed limit spreadsheet similarly indicates that the roadway segment should have a speed limit of 100 km/h. As a lower speed limit is not justified, reducing the speed limit would create compliance problems, which would result in safety issues.

Appendix A

		Automated Speed Limit Guidelines FORM A - Automated Speed Limit Guidelines Spreadsheet		Version: 10-Apr-09
Name of Corridor:	Highway 28:15 west of Ashmont			
Segment Evaluated:	km 0.000 (Intersection with Highway 36)	to	km 0.460	
Geographic Region:	County of St. Paul No. 19			
Road Agency:	Alberta Transportation			
Road Classification:	Highway	Length of Corridor:	500	m
Urban / Rural:	Rural	Design Speed: (Required for Freeway, Expressway, Highway)	110	km/h
Divided / Undivided:	Undivided	Current Posted Speed: (For information only)	100	km/h
Major / Minor:	Major	Prevailing Speed: (85th Percentile - for information only)		km/h
# Through Lanes Per Direction:	1 lane	Policy: (Maximum Posted Speed)	100	km/h

	RISK	Score
A1	GEOMETRY (Horizontal)	Lower 3
A2	GEOMETRY (Vertical)	Lower 3
A3	AVERAGE LANE WIDTH	Medium 10
B	ROADSIDE HAZARDS	Lower 4
C1	PEDESTRIAN EXPOSURE	Lower 1
C2	CYCLIST EXPOSURE	Medium 2
D	PAVEMENT SURFACE	Lower 2
E1	NUMBER OF INTERSECTIONS WITH PUBLIC ROADS	<i>Number of Occurrences</i>
	STOP controlled intersection	0
	Signalized intersection	0
	Roundabout or traffic circle	0
	Crosswalk	0
	Active, at-grade railroad crossing	0
E2	NUMBER OF INTERSECTIONS WITH PRIVATE ACCESS	<i>Number of Occurrences</i>
	Left turn movements permitted	0
	Right-in / Right-out only	
E3	NUMBER OF INTERCHANGES	<i>Number of Occurrences</i>
	Number of interchanges along corridor	0
F	ON-STREET PARKING	Lower 1

Calculate Total Risk Score

Total Risk Score:

26

Posted Speed Limit (km/h):

As determined by road characteristics

100

As determined by policy

100

The recommended posted speed limit may be checked against the prevailing speeds of the roadway and the road's safety performance.

Comments:



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Issue Summary Report

8.17. Traffic Impact Study - Ashmont School Intersection

#20160204004

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

St. Paul Education has provided the attached Traffic Review and Impact Assessment for the Ashmont Replacement School which was conducted to determine whether or not there should be changes made that would improve traffic flow feeding the school to meet the current and future demands. Before St. Paul Education submits their recommendations to Alberta Transportation, they are requesting that Council review the TIA and provide a written response if they support the conclusions.

Public Works staff have reviewed the report and are recommending that Council provide a letter of support to the conclusions found in the report.

Recommendation

Administration is recommending to provide St. Paul Education with a letter supporting the recommendations in their Traffic Impact Assessment.

Additional Information

Originated By : pcorbiere

7.0 CONCLUSIONS

The following is a summary of our findings and recommendations:

- The school site will accommodate 900 students at build-out, an increase of 300 students over existing school enrollment and an estimated 50 additional staff. This is projected to generate an additional 144 equivalent passenger vehicles entering and exiting the school site, with 62 trips in the a.m. peak hour and 82 additional trips in the p.m. peak hour.
- The intersections of Highway 28 and Range Road 112 recommended to be upgraded to a Type IVb intersection to meet opening day traffic demand for the 2017 opening day condition and 2037, 20 year horizon.
- The intersections of Highway 28 and Highway 36 is anticipated to operate well under capacity for post-development traffic conditions, with the exception of the northbound to westbound left turn movement, which received a LOS F under background projections. As school site traffic does not use this directional movement, no improvements will be necessary to accommodate the anticipated opening day traffic volumes.
- The intersection of Highway 28 and Range Road 112 is warranted to receive illumination and is recommended to extend to the intersection of Highway 28 and Highway 36.
- A school zone with regulatory 30 km/h speed limit, extended to span the full duration of school hours is recommended for Range Road 112 (Main Street, Ashmont) in the vicinity of the replacement school.
- It is recommended to provide painted crossing facilities across Main Street to the treed park area, residential area and to the Ashmont commercial area.
- It is recommended that the number of students being transported by bus on opening day be confirmed to reflect bus parking requirements. The existing 15 bus parking stalls may need to be expanded to accommodate additional buses.
- It is recommended to design the bus angle parking area to prevent busses backing up with poor sight lines and that provisions to allow for the busses to turn back south at the north end of the parking area.
- It is recommended to cut back the east and west sideslopes at the north side of the Highway 28/Range Road 112 intersection to improve sight distance.
- It is recommended to closely monitor collision history and safety performance at the Ashmont intersection should the Type IVb improvement warrants or illumination not be completed at opening day of the replacement school.



Issue Summary Report

8.18. Ashmont Lagoon/Waste Water Transfer Station

#20160205005

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

At the Public Works meeting of January 26, 2016 Council heard an update on the Ashmont Lagoon and Waste Water Transfer Station project from our engineers Urban Systems. Following that meeting Administration has received the following projected schedule for the lagoon portion of the project:

- Prequalification submission deadline - February 23, 2016
- Issue of RFP tender for the project - March 2016
- Award of Contract - April 2016
- Construction start - April 2016 or as conditions allow
- Substantial Performance - September 15, 2016

Administration has also received confirmation from Alberta Municipal Affairs regarding funding available in the current fiscal year as being \$1,032,115. Municipal Affairs has also indicated that they expect more funds to be available in 2016/17 fiscal year, however they cannot confirm the amount of the total grant funding that would be available in the next fiscal year. Committed funds as per the grant approval total \$3,433,332. Based on current funds available, there is a potential that there will be a shortfall of grant funds for an undetermined amount of time. Administration is still getting confirmation on whether the Province will cover interest expense should the municipality need to short term borrow until the Provincial/Federal portion of funding comes available. We hope to have this information available during the Council meeting.

Council will need to determine if they wish to proceed with the proposed schedule above and consider short term borrowing the grant portion of the project to allow the project to be completed in 2016.

Alternatives

Option 1 -Council could approve the short term borrowing of the grant funds approved to be allocated to this project - estimated at \$2,401,332. Implications of this option include the unknown interest expense and length of time to hold the borrowing. The County as at December 2014 had unused debt limit of \$30,704,785 - of which Council has approved long term borrowing of \$963,201 for water supply to the Hamlets of Ashmont/Lottie Lake as well as \$1,541,668 for the construction of the lagoon at Ashmont and the wastewater transfer station. This leaves unused debt limit of \$28,199,916 available for the County to borrow. (Based on 2014 Audited Financial Statements)

Option 2 -Council could halt the project at detailed design and wait to see if further funding will be provided under the Small Communities Grant Program in 2016/17 fiscal year. This would likely delay the project to the 2017 calendar year for construction.

Administration is recommending Option 1, with all indications that 2016 would be a good year to tender the construction of this project due to the pricing we would expect in this economy. Additionally interest rates are low for this type of borrowing.

Recommendation

That Council approve the proposed schedule put forth by Urban Systems and have Administration prepare a short term borrowing bylaw that would cover the shortfall in Provincial/Federal grant funding until funding is made available in both Federal and Provincial budgets.

Further that Council approve the preparation of letters to our MLA and MP, appropriate Provincial and Federal Ministers, as well as the Premier and Prime Minister that would outline the urgency to fund projects that are truly shovel ready as a priority as funds are available.

Additional Information

Originated By : skitz



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Issue Summary Report

8.19. Summer Village of Horseshoe Bay Mowing and Weed Control Services Agreement

#20160204006

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

The County has been providing mowing and weed control services to the Summer Village of Horseshoe Bay for approximately two years in the absence of a formal agreement.

Since the County has other formal agreements pertaining to other services including fire, snow removal, and road maintenance, administration is looking to formalize the arrangement for mowing and weed control services.

Recommendation

Motion to approve the Mowing and Weed Control Services Agreement with the Summer Village of Horseshoe Bay.

Additional Information

Originated By : kattanasio

THIS AGREEMENT made this 11th day of January A.D. 2016.

BETWEEN:

THE COUNTY OF ST. PAUL NO. 19

A Municipal Corporation under the laws of the Province of Alberta
(hereinafter called the "County")

OF THE FIRST PART

THE SUMMER VILLAGE OF HORSESHOE BAY

A Municipal Corporation under the laws of the Province of Alberta
(hereinafter called "Horseshoe Bay")

OF THE SECOND PART

WHEREAS Horseshoe Bay requires the services of the County for the provision of mowing and weed control services; and

WHEREAS the County has agreed to provide mowing services to Horseshoe Bay; and

WHEREAS the County is qualified or has in its employment personnel qualified to provide mowing and weed control services; and

WHEREAS the County and Horseshoe Bay are desirous of entering into a written agreement setting forth the terms and conditions under which the County will provide mowing services to Horseshoe Bay.

NOW THEREFORE in consideration of the mutual covenants, terms, and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meaning:

"Mowing Services" means the mowing of all grass immediately adjacent to Road Rights of Way in Horseshoe Bay.

"Road Right of Way" means land shown as a road on survey plan that has been filed or registered with a Land Titles Office and includes a bridge forming part of the road.

"Weed Control Services" means to prevent the spread of noxious, prohibited noxious, or nuisance weeds and reduce the negative effects those weeds where there is an infestation.

SECTION 2 - TERM OF AGREEMENT

- 2.1** This Agreement shall remain in full force beginning May 1st, 2016 for a period of seventy seven (77) months or until amended or terminated by either party, provided that the party wishing to amend or terminate this Agreement provides the other party with six (6) months written notice.
- 2.2** If one party has breached an obligation under this Agreement, the other party shall give notice to the other party to correct the breach. If the breach is not corrected within fourteen (14) days of notice, the party not in breach may terminate this Agreement by further written notice to the party in breach.

SECTION 3 – COUNTY’S OBLIGATION TO MOW AND CONTROL WEEDS ADJACENT TO ROAD RIGHTS OF WAY IN HORSESHOE BAY

- 3.1** The County shall supply and operate mowing and weed control equipment and provide the necessary supplies and personnel for the purposes of cutting grass and spraying weeds in Horseshoe Bay.
- 3.2** The County shall mow and control weeds from the land immediately adjacent to the Road Rights of Way within Horseshoe Bay to a standard that the County performs such work on similar Road Rights of Way within the County.
- 3.3** The County shall keep and maintain proper records with respect to the provision of Mowing and Weed Control Services.
- 3.4** The County shall provide to Horseshoe Bay an invoice showing the total amount of the service fees incurred for the calendar month during which services are provided. The County may amend its rates from time to time and will notify Horseshoe Bay of these rate increases.

SECTION 4 – HORSESHOE BAY’S OBLIGATIONS

- 4.1** Horseshoe Bay shall pay the County the amount set out in each invoice within thirty (30) days of receipt.
- 4.2** Horseshoe Bay shall be directly and fully responsible for all repairs and maintenance to the Road Rights of Way excepting the provision of the Mowing and Weed Control, and Snow Removal and Sanding. Services provided by the County pursuant to this and other Agreements.
- 4.3** Horseshoe Bay shall inform the County as to the location of possible obstacles and obstructions including but not limited to curbing that must be avoided when mowing or spraying weeds adjacent to the Road Rights of Way.

SECTION 5 – FORCE MAJEURE

- 5.1** The County shall not be liable to Horseshoe Bay for any failure or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay has arisen by Force Majeure. For the purposes of this Agreement, force majeure means any cause not within the control of the County including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, act of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, severely inclement weather, orders or acts of military authorities, civil disturbances, and explosions.
- 5.2** Where the County is prevented from carrying out its obligations hereunder due to force majeure, the County shall, as soon as possible, give notice of the occurrence of force majeure to Horseshoe Bay and the County shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effects of the force majeure.

SECTION 6 – GENERAL MATTERS

- 6.1** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each remaining term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.2** Nothing contained herein shall be construed to create a relationship where one party of this Agreement becomes the agent, partner, joint venture or other legal representative of the other party and each party acknowledges and agrees that it has no authority to assume or create any obligations whatsoever, express or implied, in the name of the other party.
- 6.3** This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussion, whether oral or written of the parties and there are no general or specific warranties, representations, or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

Appendix 1 for 8.19.: Mowing Agreement & Weed Services

- 6.4** This Agreement may be altered or amended in any of its provisions when any such changes are produced in writing and signed by the parties hereto but not otherwise.

Written notice shall be deemed to have been received by the addressee on the date received when served by hand or courier or five (5) days after the same has been mailed in a prepaid envelope by registered mail to:

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

Summer Village of Horseshoe Bay
Box 1778
St. Paul, AB T0A 3A0

Or to such other addresses as each party may from time to time direct in writing.

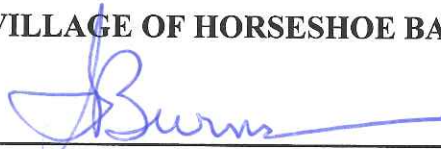
IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf effective the day and year written above notwithstanding the actual date or dates of execution.

COUNTY OF ST. PAUL NO. 19

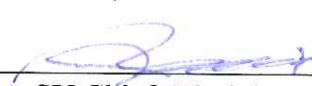
Reeve

County Chief Administrative Officer

SUMMER VILLAGE OF HORSESHOE BAY



Mayor



SV Chief Administrative Officer



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Issue Summary Report

8.20. Clubroot Policy - ASB-114

#20160204003

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Policy ASB-114 is being presented to establish standards for the management and enforcement of clubroot in the County of St. Paul. This Policy was brought before the Agricultural Service Board Committee on January 26, 2016.

Recommendation

Motion to approve Policy ASB-114 to establish standards for the management and enforcement of clubroot in the County of St. Paul as per the recommendations of the Agricultural Service Board Committee.

Additional Information

Originated By : kattanasio



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

To prevent the establishment of and to limit the spread of clubroot on lands within the County of St. Paul and to enforce the Agricultural Pest Act thus fulfilling the duties of the legislation enacted on lands in the County.

The County is committed to fulfilling its duties under the Agricultural Pest Act 10(1) "The local authority of a municipality shall appoint a sufficient number of inspectors to carry out this Act and the regulations within the municipality.

DEFINITIONS:

"Clubroot of Canola or *Plasamodiophora brassicae*" means a pathogen that infects the roots of canola and causes galls to form, that then restrict the flow of water and nutrients to the plant.

POLICY STATEMENT:

- 1) Random inspections will be conducted by inspectors appointed by County of St. Paul. Fields will be inspected with practices to avoid the spread of clubroot. The County's 'Clubroot Code of Practice' will be followed when conducting field inspections.
- 2) If inspectors suspect clubroot is present in a field, it will be confirmed by an approved laboratory test.
- 3) If a field is verified to have clubroot by a laboratory test the landowner will be notified in person or by telephone by an Agricultural Service Board employee. A Clubroot Pest Notice will be issued to the landowner of that field.
- 4) The Clubroot Pest Notice will include the following directions:
 - No seeding of canola or other cruciferous crops including but not limited to mustard, cabbage, kale, cauliflower, broccoli, Brussel sprouts,

turnips, or radishes for the next three (3) years, and only a clubroot resistant variety of canola may be seeded in the fourth year.

- Control all volunteer canola
- Clean dirt off of tillage equipment when exiting each land location
- Property owners who rent this land to other producers must share this information with them

- 5) If these directions are not followed and a cruciferous crop is seeded, it may be destroyed at the owner's expense as pursuant to the Agricultural Pest Act.
- 6) Landowners and/or occupants adjacent to the affected land will be notified in writing that clubroot has been found. The eight (8) quarters surrounding the clubroot-positive quarter will be notified through writing that clubroot has been found. Any other parties that the ASB staff deems relevant may also be given the location of a clubroot-positive location.
- 7) Landowners and occupants of clubroot positive land will be responsible for following the best practices set out in the Alberta Clubroot Management Plan (ACMP).
- 8) Landowners and industry are responsible for negotiating their own access and sanitation agreements with each other and the municipality will not involve itself in private negotiations unless it is an enforcement issue regarding a positive clubroot location.
- 9) All equipment belonging to the County of St. Paul will be thoroughly pressure-washed before renting it out to the next landowner or occupant.



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Issue Summary Report

8.21. Regional Strategic Plan

#20160205002

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

We have been working with the Town of Elk Point, Town of St. Paul, and the Summer Village of Horseshoe Bay on a Regional Strategic Plan which encompasses identified areas of collaboration, shared services and projects that our municipalities can work on to enhance the quality of life for all of our residents. This type of plan is identified as an important component of the scoring for the Alberta Community Partnership Program. A copy of the plan is attached for Council's review. The Town of Elk Point has already approved the plan. As well, the Summer Village of Horseshoe Bay has approved the development of a plan.

Recommendation

Administration is recommending to approve the Regional Strategic Plan as presented.

Additional Information

Originated By : pcorbiere

Regional Strategic Business Plan 2016

Town of St. Paul
County of St. Paul No. 19
Town of Elk Point
Summer Village of Horseshoe Bay

The municipalities above recognize the value of working together to provide appropriate services and share costs for the provision of these services for the betterment of the residents of our collective municipalities. We will collaboratively work together to obtain funding where appropriate to achieve our goals.



Future Direction

VISION

The St. Paul Region will be a united group of energetic and diverse communities recognized for their leadership, community spirit, and extraordinary quality of life.

MISSION

To meet the needs of the St. Paul and Region through leadership, cooperation, collaboration, education, and public service excellence.

VALUES

Accountability

- We respond to the changing needs of residents and other organizations by providing transparent government and the implementation of best practices within the framework of financial prudence

Continuous Learning and Improvement

- We support life-long learning and commitment to innovation, research, knowledge exchange and ongoing program evaluation.

Inclusion

- We provide an accessible, inclusive environment that values the diversity of our staff and community.

Service Excellence

- We encourage professional excellence through collaboration, partnerships, innovation and teamwork in an environment that fosters trust and respect.

Appendix 1 for 8.21.: Regional Strategic Plan

Goal 1 – Regional Emergency Management

Goal 1. The municipalities will work collaboratively to ensure we are prepared for emergencies or incidents that may occur and to take every measure to protect our first responders, residents, property, environment, and to mitigate economic and social impacts of any emergency situation

Action	Lead	Target Date	Quarterly Report
Implement Regional Emergency Management Plan with partners.			
Regional Emergency Management Training			
Regional Emergency Management exercises – 1 field exercise			
Implement Mass Notification System			
Set up Regional ECC –			
Community readiness/education sessions			
Improved radio communication infrastructure including AFRCSS <ul style="list-style-type: none">• Apply for ACP Grant			

Goal 2 – Regional Occupational Health & Safety

Goal 2: The municipalities have a culture of Safety that is paramount to how we conduct our work. Collectively we will work together to ensure the safety of our staff and contracted service providers.

Action	Lead	Target Date	Quarterly Report
Apply for ACP Grant to set up Regional Occupational Health & Safety			

Appendix 1 for 8.21.: Regional Strategic Plan

Set up Regional Safety Management System			
Set up Regional Workplace Health and Safety Committee			
Develop Regional Safety Orientation Videos			
Develop and Implement Return to Work Program			
Appropriately Train municipal supervisors to implement Safety Management System			

Goal 3 – Crime Reduction

Goal 3: The municipalities will work collaboratively with the RCMP and our neighbouring aboriginal communities in an effort to reduce crime.

Action	Lead	Target Date	Quarterly Report
Work with St. Paul and Elk Point RCMP detachments and municipal partners and First Nations/Metis settlements on strategy to reduce crime in the Region			

Goal 4 – Municipal Services

Goal 4. The municipalities, where possible, will work together to cost share services that will benefit residents in more than one jurisdiction.

Action	Lead	Target Date	Quarterly Report
County of St. Paul and the Town of Elk Point will build a Bulk Water Station in Elk Point <ul style="list-style-type: none"> Apply for an ACP Grant 			
County of St. Paul and Town of Elk Point will build a Salt Shed at the Elk Point Transfer Station <ul style="list-style-type: none"> Apply for an ACP Grant 			

Appendix 1 for 8.21.: Regional Strategic Plan

All municipalities will seek opportunities for efficiencies or economies of scale in municipal service delivery through collaborations and partnerships. Conduct service reviews to determine where shared services can create efficiencies and lower costs.			
The Town of St. Paul and the Elk Point/St. Paul Water Commission (made up of Town of Elk Point and the County of St. Paul) will work with Alberta Transportation and Alberta Environment and Parks to explore opportunities for permanent licensing/supply of water to the St. Paul WTP			

Goal 5 – Economic Development

Goal 5: The municipalities participate in Alberta HUB. We recognize that economic success in one municipality is a positive and strengthens the success of our Region as a whole.

Action	Lead	Target Date	Quarterly Report
Through our membership with Alberta HUB and by leveraging the regional GIS system, the partners aim to create and develop a site selection feature promoting investment in the St. Paul region. Using a web-based presence, provided information would include but not be limited to municipal and private land for sale, Land Use Bylaw information, zoning, and transportation infrastructure. We will work to aggressively target site selectors in			

Appendix 1 for 8.21.: Regional Strategic Plan

promoting the region and in providing a competitive process for all permitting in order to maximize the investment attractiveness of the region.			
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Goal 6 - Recreation

Goal 7: The municipalities each provide recreation opportunities for the Region. The County helps to support recreation in the Town of St. Paul and the Town of Elk Point			
Action	Lead	Target Date	Quarterly Report
The County of St. Paul and the Town of St. Paul will renegotiate their Recreation Agreement in 2016			
The County of St. Paul will support Recreation in Elk Point in conjunction with Elk Point.			
The County of St. Paul and Town of St. Paul will work with St. Paul Regional Education Division to upgrade the running track at St. Paul Regional High School <ul style="list-style-type: none"> • Apply ACP Grant and other appropriate Grants 			
All municipalities will seek opportunities to jointly apply for funding to pursue additional recreational servicing opportunities			

Goal 7 – Planning & Development

Goal 8: The municipalities, where appropriate, jointly develop Inter-municipal Development Plans and Area Structure Plans.			
Actions	Lead	Target Date	Quarterly Report
The County of St. Paul and the Town of St. Paul will continue to work on the Area Structure Plan in North St. Paul			



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Issue Summary Report

8.22. Regional Occupational Health & Safety Committee

#20160201001

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

Rob Duffy is working on the terms of reference for the Regional Occupational Health & Safety Committee.

The first Regional Health and Safety Committee Meeting will be held February 24 at 3:00 p.m. Each municipality is required to appoint 1 Councillor, 1 Manager or Supervisor and 1 Employee to the committee. In order to have continuity from the County's Joint Workplace Health and Safety Committee to the regional committee, Administration is recommending that we should appoint members that sit on our County committee to the Regional committee. Meetings for the Regional Committee will be held every other month, which will fall on opposite months from the County's committee meetings. (note the County's JWHSC used to meet monthly, but have changed to bi-monthly due to the development of a Regional Committee)

Recommendation

Administration is recommending to approve Reeve Upham, CAO Sheila Kitz, and one employee as determined by the County Joint Workplace Health and Safety Committee.

Additional Information

Originated By : pcorbiere



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Issue Summary Report

8.23. Alberta Capital Finance Authority - Master Loan Agreement

#20160205006

Meeting : February 9, 2016

Meeting Date : 2016/02/09 10:00

Meeting Type : Council Meeting

Background

As part of the Alberta Capital Finance loan supporting documents, a Master Loan Agreement is required for the borrowing we will be doing this year. A copy of the agreement is attached.

Recommendation

Motion to approve the Master Loan Agreement with the Alberta Capital Finance Authority.

Additional Information

Originated By : pcorbiere

ACFA BORROWING MANUAL: APPENDIX S
Master Loan Agreement – Municipalities

THIS AGREEMENT IS MADE EFFECTIVE AS OF THE 5th DAY OF February, 2016 (the “Effective Date”).

BETWEEN:

ALBERTA CAPITAL FINANCE AUTHORITY,
a corporation continued under the *Alberta Capital Finance Authority Act* (Alberta)
("ACFA")

- and -

THE COUNTY OF ST. PAUL NO. 19,
a corporation established under the *Municipal Government Act* (Alberta)
(the “Borrower”)

MASTER LOAN AGREEMENT

WHEREAS:

- A. The Borrower plans to undertake capital projects from time to time;
- B. The Borrower has asked ACFA to finance capital projects from time to time and ACFA is prepared to do so, all upon the terms and conditions herein; and
- C. This agreement sets forth the terms and conditions for the financing of capital projects between the Borrower and ACFA pursuant to one or more debentures incorporating by reference the terms and conditions of this agreement.

NOW THEREFORE the parties agree as follows:

Section 1 – Definitions and Interpretation

- 1.1 In this Agreement, the following words and terms shall have the meanings as set out below:
 - (a) “Agreement” means this agreement, as may be amended by mutual agreement from time to time;
 - (b) “Capital Project” means a capital project of the Borrower approved for financing by ACFA in writing from time to time;
 - (c) “Closing Date” means a date as the parties may mutually determine from time to time in writing with regard to the financing of a Capital Project by ACFA;

- (d) “Debenture” means a document signed and delivered by the Borrower in the form as required by ACFA in respect of the financing of a Capital Project by ACFA, as may be amended by mutual agreement from time to time;
 - (e) “Effective Date” means the date as set out at the top of the first page of this Agreement;
 - (f) “Events of Default” means any event as set out in Section 8.1; and
 - (g) “Principal Amount” means the total amount of monies advanced or to be advanced to the Borrower by ACFA in respect of the financing of a Capital Project and as particularly set out in a Debenture.
- 1.2 This Agreement shall be governed and interpreted in accordance with the laws in force in the Province of Alberta. The parties hereby submit to the exclusive jurisdiction of the Courts of Alberta.
- 1.3 All references to dollar amounts in this Agreement shall be in the lawful currency of Canada.
- 1.4 Time in all respects shall be of the essence of this Agreement.
- 1.5 As the context of this Agreement so requires, words that import the singular shall include the plural, and vice versa, and words that import a particular gender shall include all other genders.
- 1.6 The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.7 Unless otherwise expressly stated, all references to section numbers and schedules herein shall be deemed to mean the section numbers and schedules contained within this Agreement.

Section 2 – Financing of Capital Projects

- 2.1 Subject to the other provisions of this Agreement, ACFA shall loan to the Borrower, and the Borrower shall borrow from ACFA, each Principal Amount on the applicable Closing Date upon the terms and conditions set out in this Agreement and each Debenture.
- 2.2 The Borrower shall only use a particular Principal Amount to finance the planning, design and construction costs of the related Capital Project.
- 2.3 To evidence the Borrower’s obligation to repay a particular Principal Amount and accrued interest thereon, the Borrower shall execute a Debenture and deliver it to ACFA on or before the applicable Closing Date. The terms set out in this Agreement

shall be incorporated into each Debenture by reference. Each Debenture constitutes a separate, distinct and independent:

- (a) financing of a Capital Project; and
- (b) contractual obligation of the Borrower.

2.4 Disbursement of the loan monies by ACFA to the Borrower may occur in instalments as set out in each Debenture.

Section 3 – Interest

3.1 The particular Principal Amount, or any part thereof that remains due and owing to ACFA from time to time, shall bear interest in the manner and at the rate set out in each Debenture.

Section 4 – Payments

4.1 The Borrower shall repay each particular Principal Amount and accrued interest thereon to ACFA in instalments until the maturity date, all as is more particularly set out in each Debenture. Each instalment payment shall be made by preauthorized debit of the Borrower's bank account, or by such other means as may be mutually agreed between the parties, on or before the applicable date set out in the Debenture.

4.2 The Borrower shall not be entitled to prepay the whole or any part of any Principal Amount and accrued interest thereon except as may be permitted by ACFA in its sole discretion, which if permitted shall be subject to such terms and conditions that ACFA may prescribe.

Section 5 – Payment Assurance

5.1 In the event that the Borrower fails to, or is in jeopardy of failing to, make payments as required under Section 4.1, the Borrower shall impose and collect taxes on all taxable property and businesses in its municipality of an amount sufficient to pay to ACFA all amounts in arrears and becoming due and owing under this Agreement or any Debenture.

5.2 In authorizing its borrowing of each Principal Amount, the Borrower's authorizing bylaw shall specifically obligate the Borrower to impose and collect adequate taxes as required under Section 5.1, with such obligation being set out in the form as required by ACFA. Such obligation shall not be amended or rescinded without the prior written consent of ACFA.

Section 6 – Representations and Warranties

- 6.1 The Borrower hereby represents and warrants to ACFA, and acknowledges that ACFA is relying upon such representations and warranties, that as of the Effective Date and each Closing Date:
- (a) it is a valid and subsisting corporation established under the *Municipal Government Act* (Alberta) ;
 - (b) it has the corporate power and authority to execute, deliver and carry out the terms and conditions of this Agreement and has taken all necessary acts and proceedings to authorize the execution, delivery and performance of this Agreement;
 - (c) the execution, delivery and performance by the Borrower of this Agreement does not contravene or constitute a default under any:
 - (i) provision of its bylaws;
 - (ii) law or regulation which is applicable to the Borrower; or
 - (iii) agreement by which the Borrower is a party or by which it is bound;
 - (d) no event has occurred or is continuing which constitutes an Event of Default;
 - (e) it is not in breach or default of any of the terms or conditions of any other agreement with ACFA or any instrument (including without limitation any debenture) issued to ACFA;
 - (f) this Agreement, when duly executed and delivered, will constitute an authorized, valid and legally binding obligation of the Borrower enforceable in accordance with its terms, subject to the rights of creditors generally and the availability of equitable remedies;
 - (g) each Principal Amount is less than or equal to the estimated total planning, design and construction costs of the applicable Capital Project; and
 - (h) the probable lifetime of each Capital Project upon construction completion is estimated to exceed the term of the loan under the applicable Debenture.

Section 7 – Construction and Completion of the Capital Project

- 7.1 For the purposes of this Section 7, construction of each Capital Project shall be deemed to be complete on the date that the consulting architect or engineer for the project issues a certificate of substantial performance for the entire project, or if no such consultant exists, the date that such certificate is issued by the contractor responsible for the construction of the project.

- 7.2 If required by ACFA from time to time, the Borrower shall provide to ACFA a written progress report on the construction of a Capital Project. Such progress reports shall include such information and supporting documents as may be prescribed by ACFA from time to time. Upon the construction completion of each Capital Project the Borrower shall forthwith provide written notice to ACFA.
- 7.3 If required by ACFA, after construction completion of a Capital Project the Borrower shall deliver to ACFA a certificate from the consulting architect or engineer stating the total costs of planning, design and construction. If no such consultant exists, such certificate shall be issued by the contractor responsible for the construction of the particular project.
- 7.4 The Borrower shall keep and maintain, in accordance with applicable accounting standards, complete and accurate books, records and accounts relating to the planning, design and construction costs of each Capital Project. From time to time upon the written request of ACFA, the Borrower shall provide to ACFA (and any of its representatives) such documents to examine and audit and to make copies and take extracts thereof.
- 7.5 In the event that the final total planning, design and construction costs of a Capital Project or Capital Projects is less than the applicable Principal Amount, then upon becoming aware of such event the Borrower shall either (unless otherwise agreed by ACFA):
- (a) retain the excess amount and use it to make its then next payments on account of the Principal Amount (but not interest) in accordance with Section 4.1 until the excess amount is exhausted; or
 - (b) repay the excess amount to ACFA, but such repayment shall be considered a partial prepayment of the Principal Amount under Section 4.2 and shall therefore be subject to such terms and conditions that ACFA may prescribe.

Section 8 – Default

- 8.1 Upon the occurrence of any one or more of the following "Events of Default", ACFA may, upon written notice to the Borrower, declare to be immediately due and payable the entire amount of any Principal Amount, or any part thereof that remains due and owing to ACFA, together with accrued interest thereon and any other amounts due and owing under this Agreement, whereupon such amounts shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower:
- (a) the Borrower fails to make any payments as required pursuant to this Agreement or a Debenture when due and payable;

- (b) the Borrower fails to duly perform and observe any other terms or conditions of this Agreement or any Debenture;
- (c) the Borrower makes an assignment for the benefit of its creditors, or is declared bankrupt or makes a proposal under the *Bankruptcy Act* (Canada), or a custodian, receiver, receiver manager, official administrator or other such official is appointed with respect to the Borrower or the Borrower's property;
- (d) the Borrower is subject to any proposed or actual dissolution or winding-up proceedings, enactment or order;
- (e) any representation or warranty made by the Borrower under this Agreement or any Debenture is untrue or misleading as of the date when made or deemed to have been made; or
- (f) the Borrower is in breach or default of any of the terms or conditions of any other agreement with ACFA or of any debenture issued by the Borrower to ACFA, whether entered into or issued prior to, as of or after the Effective Date.

8.2 The remedies of ACFA set out in this Agreement shall be in addition to, and not in lieu of, any other remedies that ACFA may have in law or equity.

Section 9 – Costs, Expenses and Damages

- 9.1 All out-of-pocket expenses and costs incurred by ACFA in relation to the granting and disbursement of a loan pursuant to Section 2.1 shall be reimbursed to ACFA within 30 days of the receipt of written notice by the Borrower.
- 9.2 The Borrower shall pay to ACFA forthwith on demand all costs, expenses and damages, including without limitation all legal fees on a solicitor and his own client basis, incurred or suffered by ACFA in relation to:
 - (a) any breach or default of the terms or conditions of this Agreement or any Debenture by the Borrower; and
 - (b) the enforcement of ACFA's rights and interests under this Agreement.
- 9.3 For greater certainty, the Borrower hereby acknowledges and agrees that in the event of any prepayment of the whole or any part of any Principal Amount and accrued interest thereon, whether pursuant to Section 4.2 with the consent of ACFA or by reason of an Event of Default, ACFA shall be entitled to claim and demand from the Borrower all losses and damages that ACFA suffers in relation to the termination or unwinding of any derivative transactions (including without limitation interest rate swap transactions) with third parties that ACFA has entered into (whether directly or through its agent Her Majesty the Queen in right of Alberta) in relation to this Agreement or any Debenture. The amount of such losses and damages shall be paid to ACFA forthwith on demand.

Section 10 – Deliverables

- 10.1 Prior to the disbursement of any Principal Amount (or as applicable, the initial instalment) by ACFA to the Borrower, the Borrower (or its solicitors) shall deliver to ACFA (or its solicitors) original duly signed copies of the following documents:
- (a) this Agreement (2 copies, if not previously provided to ACFA);
 - (b) the applicable Debenture (1 copy); and
 - (c) a pre-authorized debit form authorizing ACFA to debit the Borrower's bank account for instalment payments in the form as required by ACFA (if not previously provided to ACFA).

Section 11 – Conditions Precedent

- 11.1 The obligation of ACFA to disburse any Principal Amount (or as applicable, the initial instalment) is subject to the satisfaction of the following conditions precedent:
- (a) ACFA shall have received all documents described in paragraph 10.1 as applicable to each loan, each in form and substance satisfactory to ACFA;
 - (b) All representations and warranties of the Borrower contained in this Agreement are true and correct as at the date of each advance of any Principal Amount (or as applicable, the initial instalment); and
 - (c) No Event of Default as set out in paragraph 8.1 of this Agreement has occurred and is continuing.

Section 12 - Notices

- 12.1 Any notice, consent, request, approval or other communication under any provision of this Agreement must be in writing to be effective, and is effective when delivered by any means, including fax transmission or e-mail, to the following respective addresses:

To: ACFA

Alberta Capital Finance Authority
Suite 2160 Sun Life Place
10123 – 99th Street NW
EDMONTON, Alberta, T5J 3H1
Fax: 780-422-2175

Attention: President
E-mail: troy.holinski@gov.ab.ca

To: the Borrower (name and address):

COUNTY OF ST. PAUL NO. 19
5015-49 Avenue
St. Paul, Alberta T0A 3A4

Attention: Sheila Kitz, CAO
E-mail: skitz@county.stpaul.ab.ca

- 12.2 Either party may change its address information by giving notice to the other in the above manner. The onus shall be on a party asserting delivery of a notice, consent, approval or other communication to establish that it was delivered in accordance with the foregoing, provided that in the case of e-mail such onus shall be discharged by proof that an e-mail sent to the designated e-mail address was received and opened at that e-mail address.

Section 13 - General

- 13.1 No failure or delay by ACFA in exercising any right, power or privilege as set out in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or any other right, power or privilege.
- 13.2 ACFA shall be entitled to grant any extensions of time or other indulgences, give up security, compromise, grant releases and discharges, and otherwise deal with the Borrower without prejudice to its rights herein.
- 13.3 This Agreement may not be amended except by written agreement. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing.
- 13.4 The parties shall with reasonable diligence take all action, do all things, attend or cause their representatives to attend all meetings and execute all further documents, agreements and assurances as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 13.5 This Agreement, together with the provisions of the applicable Debenture, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings relating to the same subject matter.
- 13.6 The Borrower shall not assign this Agreement or any part thereof or any rights hereunder, without the prior written consent of ACFA.
- 13.7 This Agreement shall enure to the benefit of and be binding upon the parties' respective successors and permitted assigns.
- 13.8 This Agreement may be executed in counterparts, and the counterparts together shall constitute one agreement. Communication of an executed copy of this

Agreement, or of any counterparts thereto, by facsimile transmission or electronically in portable document format (PDF) shall constitute good and effective delivery.

WHEREFORE the parties hereto have signed this Agreement effective as of the Effective Date.

**ALBERTA CAPITAL
FINANCE AUTHORITY**

COUNTY OF ST. PAUL NO. 19
(Name of Corporation)

Per: _____
Troy Holinski, President

Per: _____

Name: Sheila Kitz

Title: Chief Administrative Officer

Per: _____

Name: Steve Upham

Title: Reeve