

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

September 13, 2016

Tuesday, September 13, 2016 Start time 10:00 AM

AGENDA

- 1. Call to Order
- 2. Minutes
 - 2.1 August 9, 2016 (2016/08/09)
 - 2.2 Special Meeting August 23 (2016/08/23)
- 3. Bank Reconciliation
- 4. Additions to Agenda and Acceptance of Agenda
- 5. In Camera
 - 5.1. In Camera Items
- 6. Business Arising from Minutes
 - 6.1. Bylaw No. 2016-15 Licence Road Allowance
- 7. Delegation
- 8. New Business
 - 8.1. 2016 Travel Alberta Industry Conference
 - 8.2. Request for Funding Grandparent Day Walk
 - 8.3. Town & Country Ladies Funspiel
 - 8.4. Elk Point Regional Allied Arts Society
 - 8.5. Thank You Letter From STARS
 - 8.6. Elk Point Fire Department Deputy Chief
 - 8.7. Federal Funding for Water Line from Ashmont to Mallaig
 - 8.8. Alberta's Iron Horse Trail
 - 8.9. Sieve Analysis Report
 - 8.10. Quote to Retro Fit an ASRi Computer on H4000 Cone Crusher
 - 8.11. Pole for Camera Monitoring
 - 8.12. Northern Valley Road
 - 8.13. Appoint Development Authority

- 8.14. Request for Encroachment Agreement Lot 9, Block 4, Plan 1521299
- 8.15. Appeal to Order Issued to Lot 7, Block 3, Plan 8121812
- 8.16. Appeal to Order Issued to Lot 12, Block 3, Plan 8121812
- 8.17. Appeal to Order Issued to Lot 1, Block 3, Plan 8121812

9. Correspondence

- 10. Reports
 - 10.1. CAO Report
- 11. Upcoming Meetings
- 12. Financial
 - 12.1. Budget to Actual
 - 12.2. Council Fees
 - 12.3. Listing of Accounts Payable
- 13. Adjournment

5. In Camera

5.1. IN CAMERA ITEMS



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Issue Summary Report

5.1. In Camera Items

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

In Camera items to be presented at the meeting.

Recommendation

Motion to go in camera as per section 17 of the FOIP Act.

Additional Information

Originated By : pcorbiere

#20160907002

6. Business Arising from Minutes

6.1. BYLAW NO. 2016-15 - LICENCE ROAD ALLOWANCE



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Issue Summary Report

6.1. Bylaw No. 2016-15 - Licence Road Allowance

#20160907001

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

At the August meeting, Council gave first reading to Bylaw No. 2016-15 which is a Bylaw to license the undeveloped road allowance located between SW 7-58-10-W4 and SE 12-58-11-W4.

The Bylaw was advertised in the St. Paul Journal the week of July 19th. Any person claiming to be affected by the Licence Agreement could appeal in writing within 14 days of the advertisement. We have not received any feedback.

Recommendation

Motion to give second reading to Bylaw No. 2016-15, Licence Agreement for road allowance located between SW 7-58-10-W4 and SE 12-58-11-W4.

Motion to give third reading to Bylaw No. 2016-15.

Additional Information

Appendix 1 for 6.1.: Bylaw No. 2016-15 - Licence Road Allowance COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2016-15

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 August, 2016.

Advertised the	day of	, 2016 in the	St. Paul Journal.
Read a second tim	e in Council this	day of	, 2016.
Read a third time in	n 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 -

DALE CONNOR

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

OF THE SECOND PART

WHEREAS the County has the control and management of roads within the municipality;

AND WHEREAS, the Licensee desires to license a portion of Road Right-of-Way from the County under the terms and conditions contained herein such Road Right-of-Way described as that portion of road allowance located between

SW 7-58-10-W4 AND SE 12-58-11-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.
- 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 that TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident;
 - such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County;
- 17) The Licensee shall provide proof of such insurance to the satisfaction of the Chief Administrative Officer or their designate upon request.

- 18) The Licensee is responsible for any claims, demands, suits, proceedings, or actions whatsoever that may be brought against the County due to the actions of the Licensee.
- 19) The Licensee, by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Licensee without any reasonable hindrance, molestation or interruption from the County.
- 20) The License shall not, without the prior written consent of the County, assign either in whole or in part any of the rights herein conferred upon the Licensee.
- 21) If, in the opinion of the County, the Licensee undertakes or permits any activity whatsoever within the License Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Licensee has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may:
 - (a) Give the Licensee fourteen (14) days to rectify or remedy any such nuisance or improper activity, and failing the Licensee remedying or rectifying such nuisance or improper activity, the license and the rights herein conferred upon the Licensee shall terminate and the Licensee shall forthwith vacate the License Area;

OR

- (b) Give the Licensee notice of immediate termination of the license and the rights herein conferred upon the Licensee and the Licensee shall forthwith vacate the License Area.
- 22) Notwithstanding anything to the contrary contained herein, the County shall have the absolute right and privilege to terminate the license herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Licensee thirty (30) days written notice of such termination.
- 23) Upon termination of the License, the Licensee is required to restore the Road Allowance to its former condition, to the satisfaction of the Chief Administrative Officer or their designate. All improvements, additions, or alterations must be removed.
- 24) Similarly, the Licensee shall have the right to terminate this license upon providing to the County thirty (30) days written notice of such termination.
- 25) Any notice to be given by one party to the other shall be in writing and shall be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the day of mailing, providing that normal postal services are in existence at the time

of mailing and for seven (7) days thereafter.

Notice shall be given:

To the County at: 5015 - 49 Avenue St. Paul, AB T0A 3A4

To the Licensee at:

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

- 26) If the Licensee fails or neglects to restore the License Area or fails to remove any and all property of the Licensee from the License Area within thirty days of the termination of this license, the County shall have the right, but not the obligation, to take such action as is reasonably necessary in the sole discretion of the County to remove all property of the Licensee from the License Area and to restore the License Area to a level and condition equivalent to that which existed prior to the commencement of this license. The County shall not be responsible for any loss or damage, however caused, to any property of the Licensee hereby removed from the License Area and the Licensee shall compensate the County its servants, contractors or agents pursuant to this clause. Any cost incurred by the County pursuant to this clause shall be a debt due and owing by the Licensee.
- 27) The Licensee shall not construct any fencing on the License Area unless prior approval of the County is first obtained and if the County permits the Licensee to construct any fencing on the License area, such fencing shall be constructed according to the specifications determined by the County including any specifications requiring of providing for the construction of gates. If the Licensee is permitted to erect any fencing on the License Area, the fencing is to be considered the sole property of the Licensee and is to be repaired and maintained solely by the Licensee.
- 28) The Licensee shall provide the County prompt written notice of any accident, damage or injury occurring on the License Area however caused.
- 29) The Licensee shall at all times hereafter indemnify and hold harmless the County against all actions, claims, demand, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by the Licensee, its agents, employees, invitees or contractors, whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Licensee.

- 30) The Licensee shall compensate the County for all damage to County property arising out of the activities of the Licensee on or adjacent to the License Area, whether or not such activities are in the pursuance of the rights herein granted to the Licensee.
- 31) All property of the Licensee which may hereafter be located on, under, over or adjacent to the License Area shall be at the sole risk of the Licensee and the County shall not be liable for any loss or damage thereto howsoever occurring and the licensee hereby releases the County from all action, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage except and to the extent of which such loss or damage is caused by the negligence of the County its servants or agents.
- 32) The total rights secured by the license are only such rights as are specified herein and the Licensee hereby acknowledges and agrees that the County has made no representations, warranties, promises or agreements, either express or implied, beyond those contained herein.
- 33) This license shall be binding upon the parties hereto, their executors, administrators and assigns.

)

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

COUNTY OF ST. PAUL NO. 19

Per:

Reeve

Per:

Chief Administrative 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 t	he 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

Appendix 2 for 6.1.: Licence Agreement

SCHEDULE A - Adjacent Landowner Consent to License an Undeveloped Road Allowance (Each adjacent landowner must complete a copy of this form) _____ of BOX 74 ST Bodies AB TOA 240 (Mailing Address) IWe 7 Full name(s) of applicant(s) am (are) applying to obtain a license to occupy the undeveloped road allowance situated at SW #-58-7-W4 for the sole purpose of (provide legal location) FOC agricult (Describe in detail the intended use) In order to undertake the above stated activity, I/We intend to make the following improvements to the undeveloped road allowance described herein: (Detail the improvements) trees off fence, maintane road, clean snow

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.

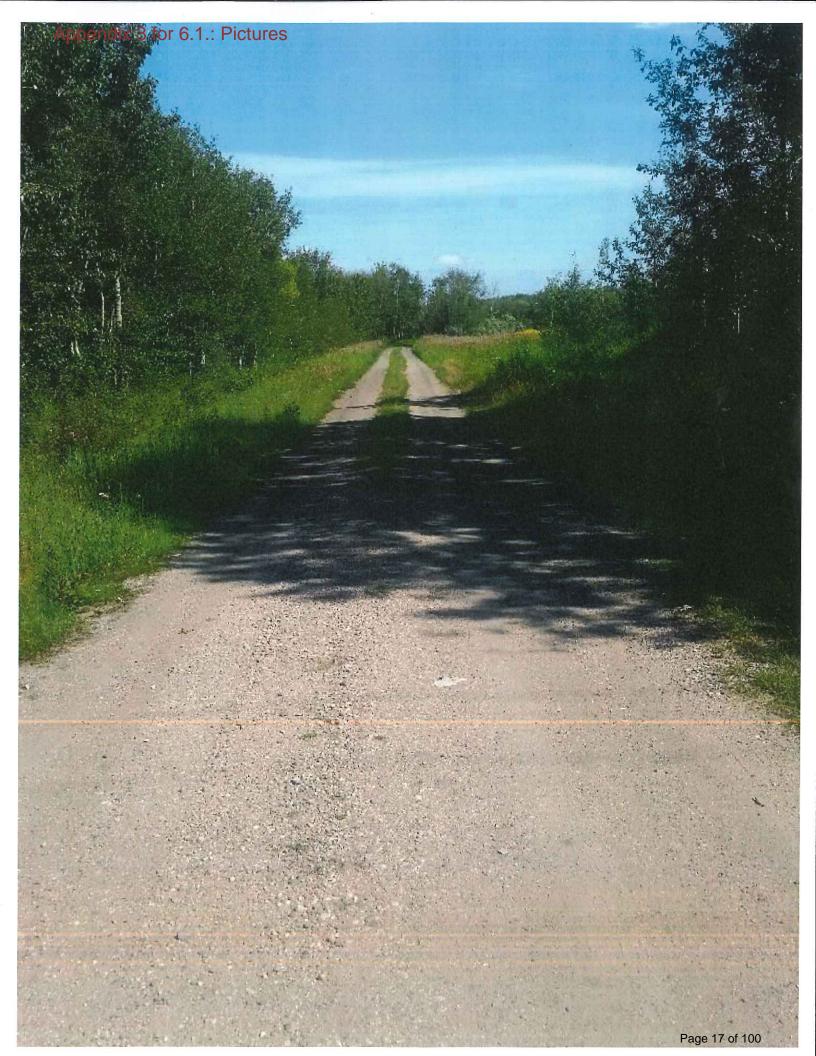
x	X
x	х
x	Х

Appendix 2 for 6.1.: Licence Agreement

CONCENT

	d license application, I Karl Friske & Karen Isaacson Name of landowner
Owner of $5E 12 - 58 - 11 W 4$ Provide legal location	have no objection to DALE Connor Name of applicant(s)
applying to license the road allowand above.	e abutting my property for the purpose described
Braacsin	July 27, 2016
Signed	Date Suly 27/11
Witness	Date 5024 27/16
CONSENT:	
Having been informed of the propose	license application. I
	Name of landowner
Owner of	have no objection to
Owner of	have no objection to Name of applicant(s)
applying to license the road allowanc above.	e abutting my property for the purpose described
Signed	Date
Signed Witness	Date
Witness CONSENT:	Date
Witness	Date
Witness CONSENT: Having been informed of the proposed	Date I license application, I
Witness CONSENT: Having been informed of the proposed	Date
Witness CONSENT: Having been informed of the proposed Owner of Provide legal location	Date I license application, I
Witness CONSENT: Having been informed of the proposed Owner of Provide legal location applying to license the road allowance	Date I license application, I

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8. New Business

8.1.	2016 TRAVEL ALBERTA IND	USTRY CONFERENCE

- 8.2. REQUEST FOR FUNDING GRANDPARENT DAY WALK
- 8.3. TOWN & COUNTRY LADIES FUNSPIEL
- 8.4. ELK POINT REGIONAL ALLIED ARTS SOCIETY
- 8.5. THANK YOU LETTER FROM STARS
- 8.6. ELK POINT FIRE DEPARTMENT DEPUTY CHIEF
- 8.7. FEDERAL FUNDING FOR WATER LINE FROM ASHMONT TO MALLAIG
- 8.8. ALBERTA'S IRON HORSE TRAIL
- 8.9. SIEVE ANALYSIS REPORT
- 8.10. QUOTE TO RETRO FIT AN ASRI COMPUTER ON H4000 CONE CRUSHER
- 8.11. POLE FOR CAMERA MONITORING
- 8.12. NORTHERN VALLEY ROAD
- 8.13. APPOINT DEVELOPMENT AUTHORITY
- 8.14. REQUEST FOR ENCROACHMENT AGREEMENT -LOT 9, BLOCK 4, PLAN 1521299
- 8.15. APPEAL TO ORDER ISSUED TO LOT 7, BLOCK 3, PLAN 8121812
- 8.16. APPEAL TO ORDER ISSUED TO LOT 12, BLOCK 3, PLAN 8121812
- 8.17. APPEAL TO ORDER ISSUED TO LOT 1, BLOCK 3, PLAN 8121812



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Issue Summary Report

8.1. 2016 Travel Alberta Industry Conference

#20160906005

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

The 2016 Travel Alberta Industry Conference will be held October 23-25, 2016 in Banff. Registration for the Conference is \$450.

Information about the conference can be viewed online at: <u>http://industry.travelalberta.com/events/save-the-date-taic-2016</u>.

Councillor Dach has expressed interest in attending this conference as it pertains to the Alberta's Lakeland, Riverland and Kalyna Country Committees he sits on.

Recommendation

Administration is recommending to approve Councillor D. Dach to attend the Travel Alberta Industry Conference from October 23-25, 2016 in Banff.

Additional Information



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Issue Summary Report

8.2. Request for Funding - Grandparent Day Walk

#20160907009

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

The Elk Point Grandparent Celebration Committee held their Annual Grandparent's Day Walk on September 11, 2016. Residents in Elk Point and the County of St. Paul collected pledges to raise money for the Heritage Lodge Auxiliary for operational costs of the Handi-Van Bus and for activities for seniors residing in Heritage Lodge, Buckingham House and Fort George Manor.

The Committee is requesting a donation to assist with their celebration.

The County has provided a \$200 donation for the Grandparent's Day walk since 2012.

Recommendation

Administration is recommending to approve a \$200 donation for the Elk Point Grandparent Day Celebration.

Additional Information

County of St Paul. Reeve: Steve Uptam Council Memburs.

August 16, 2016

Re: Annual Grandparents Day Celebration

Reeve and County of Straul Council To:

On September 11, 2016 we will once again be celebrating National Grandparents Day in the town of Elk Point at the Heritage Lodge from 2:00 - 4:00 p.m. We will be holding the Grandparent's Day Walk, where the residents of Elk Point and County of St. Paul will be collecting pledges to raise money for these causes:

- 1. Heritage Lodge Auxiliary to assist with the operational costs of the Handy-Van.
- 2. Funding for Activities for all Seniors residing in Heritage Lodge, Buckingham House and Fort George Manor.

There will be live music, door prizes and a special presentation to honor all of our Seniors (90 years and older) for their contribution to their families and our community.

Please consider this letter an invitation to come and help us celebrate this special occasion.

If you can assist us with a donation to support this event it will be greatly appreciated. Please call Diana Anderson at (780) 724-4072.

Thank you for your consideration,

Diana andrewn

Diana Anderson Chairperson Grandparents Day Celebration Committee



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Issue Summary Report

8.3. Town & Country Ladies Funspiel

#20160907006

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

A Town & Country Ladies Funspiel will be held on November 19, 2016 in St. Paul and the organizing committee is requesting a donation for their event.

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

Recommendation

Administration is recommending to donate \$100 to the Town and Country Ladies Funspiel which will be held November 19, 2016 in St. Paul.

Additional Information

Appendix 1 for 8.3.: Letter



St. Paul Town and Country Ladíes Funspíel Event Date → November 19, 2016 St. Paul, Alberta

August 25, 2016

Request for Sponsorship or Raffle Prize

Dear <u>County of St Paul</u>,

On November 19, 2016, St. Paul will be hosting women's curling teams from across the Lakeland region. This event is one where fun and camaraderie is at the forefront to promote curling in our community and provide local ladies with a well-deserved day out!

We humbly ask for your support in hosting this event. We are seeking a cash donation of \$100 to support the purchase of favours for each individual curler. We also encourage your support through registering a team in the Funspiel - no experience required!

We truly appreciate your support and any contribution would be much appreciated. All sponsors will be acknowledged with their names prominently displayed at the Curling Rink during the event and in the St. Paul Journal to show our appreciation.

If you are able to help sponsor this wonderful event or would like to register a team, please contact Tamara or Angele, members of our Organizing Committee. Thank you in advance for your consideration.

Our contact information is:Tamara AttanasioAngele Looy780-645-0196780-614-4587Tamara.attanasio@gmail.comangele.looy@gmail.comAlternatively, the organizing committee may be contacted at: ladiesfunspiel@gmail.com

Sincerely,

Tamara AttanasíoAngele LooyAnd the rest of the 2016 Town and Country Funspiel organizing committee



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Issue Summary Report

8.4. Elk Point Regional Allied Arts Society

#20160907007

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

The Elk Point Regional Allied Arts submitted the attached letter to the Town of Elk Point requesting funding to assist with changing their lighting system, both interior and exterior, to LED lighting, in an attempt to reduce their operating costs. They quote they received to change out their lighting is \$20,000.

Since we own the building jointly with the Town, they forwarded the request on to Council for consideration.

Recommendation

Administration is recommending to table the request to a later date and in the interim administration will look into the availability of grants for the LED lighting project.

Additional Information

ELK POINT REGIONAL ALLIED ARTS SOCIETY

August 24, 2016

Appendix 1 for 8.4.: Letter

Dear Mayor and Councillors of the Town of Elk Point:

The Elk Point Regional Allied Arts Society is exploring ways to minimize the operational costs of the Arts and Leisure Centre. One of our highest costs is the electricity bills. Thus we have looked in to changing our lighting system, both interior and exterior, to LED lighting . We have received quotes from three electrical companies and the approximate cost of doing this is estimated at \$20 000.00. At our August meeting it was decided that this is the direction we would like to move in as the cost would be recoverable in eight years, or sooner, depending on the utility rates. It was also discussed that there may be "Going Green" grants available for energy conservation projects which could be accessed through the municipal governments. I am writing on behalf of the Allied Arts Society to seek your help in accessing any grants or financial assistance in this project. We thank you for your consideration of our request and look forward to receiving your reply.

Respectfully Submitted,

GE

Don Conrad, President Elk Point Regional Allied Arts Society ANN OF ELKPOINT



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Issue Summary Report

8.5. Thank You Letter From STARS

#20160909006

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

Attached is a formal thank you letter from Glenda Farnden, STARS' Senior Muniicpal Relations Liaison, in appreciation for the 2016 contribution.

Recommendation

Motion to file for information.

Additional Information



September 8, 2016

Ms. Sheila Kitz Chief Administrative Officer County of St. Paul 5051 – 49th Avenue St. Paul, AB TOA 3A4

Dear Ms. Kitz,

Thank you for joining the Municipal Initiative and supporting STARS with your funding contribution of \$12,336 (\$2 per capita) for 2016. We are truly grateful to the County of St. Paul Council members for their leadership and dedication that ensures the sustainability of STARS emergency services for your residents.

STARS has been fortunate to have the united support of municipalities, who understand the needs of rural residents. Saying thank you doesn't seem like it's enough, to convey our deepest appreciation to you, for helping STARS continue to provide critical care and rapid transport to those in need. You are truly making a difference in many lives!

In 2015, STARS celebrated 30 years of providing critical care in the air and has now grown to serve 3 provinces with bases located in Calgary, Edmonton, Grande Prairie, Regina, Saskatoon and Winnipeg. Last year STARS carried out 1,814 missions in Alberta alone. This brings STARS mission total to over **33,000 missions flown**, since its inception in 1985.

Please do not hesitate to contact me directly @ 780-830-7006 or 780-512-6205 (cell), if I can be of further assistance. I look forward to working closely with your council and bringing annual STARS updates to keep them well-informed. Thank you for being our *"partner in saving lives."*

Sincerely,

Enda Farnden

Glenda Farnden Sr. Municipal Relations Liaison STARS Foundation

STARS Grande Prairie Base | 10911 123 Street, Grande Prairie, AB T8V 7Z3 | T: 780-830-7000 F: 780-830-7009



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Issue Summary Report

8.6. Elk Point Fire Department Deputy Chief

#20160907010

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

Further to the resignation of Fire Chief Ken Palmarek, the Elk Point Fire Department agreed to leave the Fire Chief position vacant until the end of 2016, out of respect for him. The Fire Department has elected Jonny Kadutski as the Deputy Fire Chief and Jordan Cousins as the Assistant Deputy Fire Chief.

Recommendation

Motion to file for information

Additional Information



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

Issue Summary Report

8.7. Federal Funding for Water Line from Ashmont to Mallaig

#20160907004

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

On September 1, the new federal infrastructure funding program was announced, which included Water for Life Funding for the design and construction of a new regional water system from Ashmont to Mallaig.

We also have also received confirmation from Alberta Transportation that the Province will fund 40% of the project and that funding will be available in the current fiscal year.

The estimated cost to extend the water system is \$10.2 million and the County would be responsible to fund 10% of the project.

Recommendation

Administration is recommending to proceed with QBS procurement for engineering for the Mallaig Water Line project.

Additional Information

From: alberta.news@gov.ab.ca [mailto:alberta.news@gov.ab.ca] Sent: Thursday, September 01, 2016 10:17 AM To: Sheila Kitz <skitz@county.stpaul.ab.ca> Subject: News Release: Canada and Alberta Reach Agreement under New Federal Infrastructure Funding Programs

Canada and Alberta Reach Agreement under New Federal Infrastructure Funding Programs

September 01, 2016 Media Inquiries

The governments of Canada and Alberta are making investments to create jobs and grow the middle class now while building a foundation for a strong, sustainable economic future.

Investing in local infrastructure ensures Canadians have safe water and wastewater treatment systems that they can rely on. It also supports efficient, affordable and sustainable public transit

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Appendix 1 for 8.7.: News Release

systems to get to work, school and public services on time and back home safely at the end of a long day.

Today, Amarjeet Sohi, Minister of Infrastructure and Communities, and Brian Mason, Alberta Minister of Infrastructure and Minister of Transportation, announced a bilateral agreement that will make more than \$1.08 billion in funding available under two new federal programs – the Public Transit Infrastructure Fund and the Clean Water and Wastewater Fund.

"Infrastructure is the foundation of the Canada we want to build for tomorrow. The Government of Canada recognizes that we need a solid partnership with all orders of government to support infrastructure and create good, well-paying jobs that can help the middle class grow and prosper today. We are very pleased to have reached an agreement with Alberta, which will make over \$1.08 billion in funding available so that Alberta communities can address their specific infrastructure priorities, while helping grow the middle class with good, well-paying jobs."

Amarjeet Sohi, Federal Minister of Infrastructure and Communities

The federal government is providing up to 50 per cent of funding – more than \$543 million – for projects supported through these programs and the provincial government and municipalities will provide the balance of funding.

"Working together, we are improving people's access to clean water, improved wastewater treatment facilities and public transportation, all while supporting economic growth. These investments not only help Albertans get back to work, they also mean better services and better quality of life for everyone."

Brian Mason, Alberta Minister of Infrastructure and Minister of Transportation

Also announced today was an initial list of approved projects in Alberta under the Public Transit Infrastructure Fund and the Clean Water and Wastewater Fund. The list includes important investments in 46 transit projects across Edmonton to support critical planning for the city's next LRT expansion, as well as buses, LRT cars and significant infrastructure upgrades for the city's existing transit system. It also includes 17 water and wastewater projects, such as a regional water supply system extension in Bonnyville that will give residents access to clean and reliable drinking water, supporting future growth and quality of life, and better protecting the local environment.

"I'd like to thank both the provincial and federal governments for their commitment to infrastructure investments in our city and I look forward to continuing our work together to support an effective public transportation system in Edmonton. It's a

2

Appendix 1 for 8.7.: News Release

critical component of infrastructure that supports the success of this city and its residents."

Don Iveson, Mayor of Edmonton

Quick facts

- This funding is part of the first phase of *Investing in Canada*, the Government of Canada's historic \$120-billion plan to support public infrastructure across the country over the next 10 years.
- Phase 1 of *Investing in Canada* provides \$11.9 billion in investments to support public transit systems, green infrastructure projects, and social infrastructure projects. Details on Phase 2 of *Investing in Canada* will be announced over the coming months.
- This marks the tenth agreement the Government of Canada has signed with provincial and territorial partners in the last two months. As of today, over \$5.1 billion is flowing to provinces and territories who have signed onto agreements for the Public Transit Infrastructure Fund and the Clean Water and Wastewater Fund.
- Under this agreement, the Government of Canada has made its funding retroactive to April 1, 2016, so projects can proceed without delay to ensure a productive construction season.
- Transit projects outside of Edmonton and Calgary will be announced in the coming weeks.
- This funding will add to the Government of Alberta's Budget 2016 five-year commitment to invest more than \$1.9 billion in municipal water and wastewater improvement projects and public transportation across the province.
- On July 6, 2016 the Government of Alberta expanded the Green Transit Incentives Program (GreenTRIP) criteria to include all projects that would be eligible under the federal Public Transit Infrastructure Fund.
- The deadline for municipalities to submit applications for the third call for GreenTRIP projects was August 31, 2016. Approved projects, including some eligible for PTIF funding, will be announced in the coming weeks.
- The Government of Alberta funding for announced clean water projects will come from the province's Water for Life grant program.
- No Water for Life projects were approved for nearly three years until the Alberta Government committed to spend \$595 million over the next five years to fund vital water and wastewater projects.
- The Clean Water and Wastewater Fund projects announced today are in addition to the more than 50 projects approved in June 2016 to receive a total of \$117 million under the Alberta Municipal Water/Wastewater Partnership.

October 9, 2015

Mike Yakemchuk/Dean Litke Water for Life Alberta Transportation Box 4596 4513 – 62 Avenue Barrhead, AB T7N 1A5

RE: MALLAIG REGIONAL WATER SYSTEM – WATER FOR LIFE GRANT APPLICATION

Please consider this letter as a formal application under the Water for Life Grant Program for design and construction of a new regional water system from Ashmont to Mallaig.

PROJECT HISTORY

There has been a great deal of work done over the past 6 years to determine a new, sustainable potable water source for hamlets of Ashmont, Lottie Lake and Mallaig. On November 10th, 2015, the County of St. Paul Council passed a resolution to move forward with extending the existing regional water system in Spedden to the existing reservoir in Ashmont. This regional water system has its source through EPCOR in Edmonton and is delivered to Spedden through the Capital Region Northeast Water Services Commission and the Highway 28/63 Regional Water Services Commission.

Work for the extension to Ashmont is currently underway (Water for Life Grant 703623) and now planning must begin for the next extension from Ashmont to Mallaig. The proposed extension to Mallaig is part of the regional servicing strategy outlined in the St Paul Regional Water Feasibility Study (Associated Engineering, 2009).

PROJECT DESCRIPTION

Figure 1 below outlines the proposed route for the Mallaig extension from Ashmont. This route follows the Iron Horse Trail alignment between the two Hamlets. The proposed system is designed to service the Mallaig water demand for the projected population in 2040 (25 year horizon). The design flow is estimated at 3.9 L/s. The transmission system includes:

- 22km of pipeline 200mm HDPE
- Chloramine boosting in Ashmont

- Reservoir filling station in Mallaig
- Communication upgrades

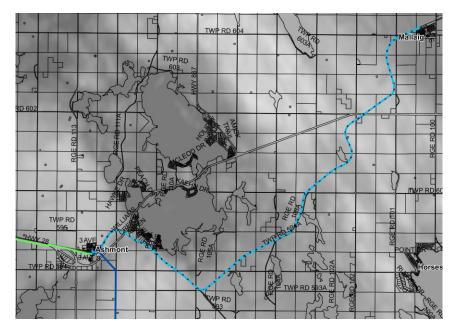


Figure 1 – Proposed Water Line Alignment from Ashmont to Mallaig

Upgrades to the Highway 28/63 Commission System

As outlined in a report from Associated Engineering titled, "Hwy 28/63 Servicing Capacities Ashmont and Mallaig Servicing Areas" (Sept 2014), the additional demand triggered by the Mallaig connection will require upgrades to the Highway 28/63 Regional Water System. This includes upgrades to the existing pump stations in Egremont and Smoky Lake and installation of a booster station in Edwand.

COST ESTIMATE

The estimated order of magnitude cost for design and construction of the proposed transmission system from Ashmont to Mallaig is \$7.2M (including 15% engineering and 25% contingency). To support this extension, the necessary upgrades to the Highway 28/63 Commission system are estimated at a value of \$3.0M (including 15% engineering and 25% contingency).

In summary, the estimated cost for extension of the existing water system from Ashmont to Mallaig is **\$10.2M**. The County respectfully requests this amount to be considered under Water for Life grant funding program.

<u>CLOSING</u>

The County looks forward to your review and approval of the outlined project. We are excited to complete the next phase of this project bringing water to the residents of Mallaig. Please do not hesitate to contact me should you require further information or clarification regarding the project.

Sincerely,

Sheila Kitz, CLGM Chief Administrative Officer County of St. Paul



County of St Paul No 19

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

Issue Summary Report

8.8. Alberta's Iron Horse Trail

#20160907008

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

Following Council's presentation to Muni Corr at their July 11th meeting, requesting to purchase part of the 99 foot road right of way to develop the road in Owlseye, the RRTS is proposing a solution to address the concerns for Muni Corr, RRTS and the County.

They are suggesting that the County consider rebuilding the trail surface to the northeast of the existing trial and into the siding land that NE Muni Corr Ltd. owns and plant trees between the side of the trail and the road allowance. They feel this would eliminate the danger of having ATV/Snowmobile and vehicle traffic in such close proximity and will eliminate danger from the oncoming headlights.

Recommendation

Administration is recommending to approve the request from the Riverland Recreational Trail Society and to send a letter confirming the approval and requesting to purchase 1.58 acres for the construction of the road, providing that the trail can be moved at the same time as construction.

Additional Information

Appendix 1 for 8.8.: Letter



Riverland Recreational Trail Society Box 874 St. Paul, Alberta TOA 3A0 Phone: (780) 645-2913 Fax: (780) 645-5790 Toll Free: (877) 645-4521 Email: info@ironhorsetrail.ca Website: www.ironhorsetrail.ca

N.E. Muni-Corr Ltd. 5015 – 49 Avenue St. Paul, AB. T0A 3A4

Re: Owlseye Road Proposal

August 22, 2016

Dear Board Members,

Look at what we've done together! Alberta's Iron Horse Trail is now thirteen years old and stands as a testament to all of us; municipalities, volunteers, tourism and other stakeholders working towards a common goal. Here in Alberta, we have been fortunate to be a part of an economic boom which brought a lot of people to the Lakeland region. With the downturn in the economy, it is family roots and quality of life in that region that will keep those that can stay to invest in their futures, if they see it being at least somewhat possible. Besides the recreation, there are dynamic tourism opportunities left in the wake of the economic change we are experiencing now. Alberta's Iron Horse Trail has helped us all to push the envelope of what recreational, municipal and volunteer development can bring to "shine" as we have here today.

Maintaining and further improving that "shine" will be one strong element in retaining the high quality of people and investment in our Lakeland.

Riverland Recreational Trail Society and N.E. Muni-Corr Ltd. have always had a good partnership with both working together to build Alberta's Iron Horse Trail into an iconic tourist attraction while balancing the needs of the municipalities to better their communities. It is with this in mind that RRTS brings forward an option they hope touches on the concerns both N.E. Muni-Corr Ltd. and RRTS Board members have expressed concerning the sale of part of the 99 foot right of way for road development in Owlseye. Improving as we have opportunities to do so and celebrating those improvements further validates that commitment to quality of life and future investments.

Two concerns have been expressed over the course of the past year and a half. One is the danger of setting precedence in selling off a portion of the 99 foot right of way. Many RRTS Board members have been around since before the acquisition of the CN property. They sat at the table with the founding members of N.E. Muni-Corr Ltd. and were involved in many of the decisions including the one that requires a 100% unanimous decision to sell off any portion of the 99 foot right of way. The reasons for setting this up are varied but the main one is so that no one municipality can use the 99 foot right of way for it's own gain. N.E. Muni-Corr Ltd. is made up of ten municipalities and anything to do with the 99 foot right of way is to be in the best interests of the organization and all ten

Appendix 1 for 8.8.: Letter

partners collectively. The decision to sell off a portion of the right of way can not be made lightly and future considerations must be taken into account. We should be asking ourselves, what are the mitigating factors in this situation that would set it apart from future claims? What criteria, if any, should be documented to assist the decision making process in the future?

The second concern expressed is one of safety. We realize the safety of residents is one of the reasons the County of St. Paul is asking to have the road moved. RRTS is concerned with the safety hazard created between road traffic and trail users if this road were to be moved. When asked how many metres there will be from the edge of the road to the edge of the trail, we've been told anywhere from 3 to 6 metres (9.5 - 19.5 feet). The County of St. Paul has offered to put a chin link fence between the two. RRTS feels there is still an unaddressed danger. Trail traffic does not only occur during the daylight hours. With the road in such close proximity to the trail and the curvature of the trail and road, night time trail users with their lights on can be a great danger to oncoming traffic and vice versa. This is a situation where both sets of drivers could be distracted and confused. With only a mere 10 feet between them or less, even with a chain link fence, this has the potential to be a huge liability.

Riverland Recreational Trail Society would like to propose the following solution that may solve the issues for all three parties; RRTS, N.E. Muni-Corr Ltd. and the County of St. Paul.

We strongly feel that any opportunity we have to enhance the trail user experience should be fully explored and this may be such an opportunity. If the County of St. Paul would consider rebuilding the trail surface to the northeast of the existing trail and into the siding land that N.E. Muni-Corr Ltd. owns and plant trees between the side of the trail and the road allowance, we feel this would greatly enhance the trail experience. It would eliminate the danger of having ATV/Snowmobile and vehicle traffic in such close proximity and it would also eliminate the danger from headlights.

As your Trail operator and core owner of our Alberta's Iron Horse Trail, we, RRTS must ask and implore and validate that if any such change to ownership might become necessitated by proven need and then by unanimous vote, that it be conditional in that the quality and safety of the recreational experience and other foreseen public service possibilities not become compromised. Instead we ask it be complimented and improved upon in any such decision.

Sincerely,

mBiomtal

Marvin Bjornstad President, Riverland Recreational Trail Society



County of St Paul No 19

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

Issue Summary Report

8.9. Sieve Analysis Report

#20160909001

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

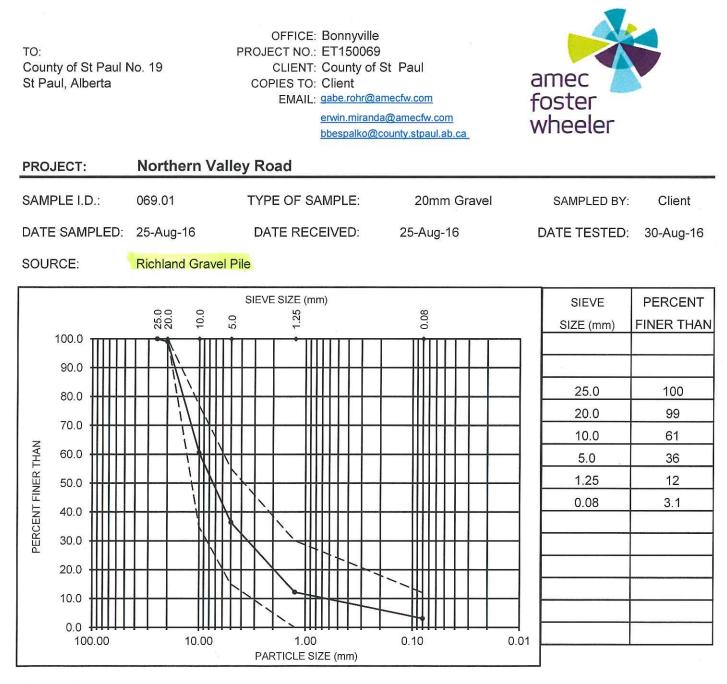
For information purposes, attached is a Sieve Analysis Report provided by AMEC Foster Wheeler for the Richland Road Crushing Contract. The report shows that the gravel meets specs.

Recommendation

Motion to file for information.

Additional Information

Sieve Analysis Report



COMMENTS:

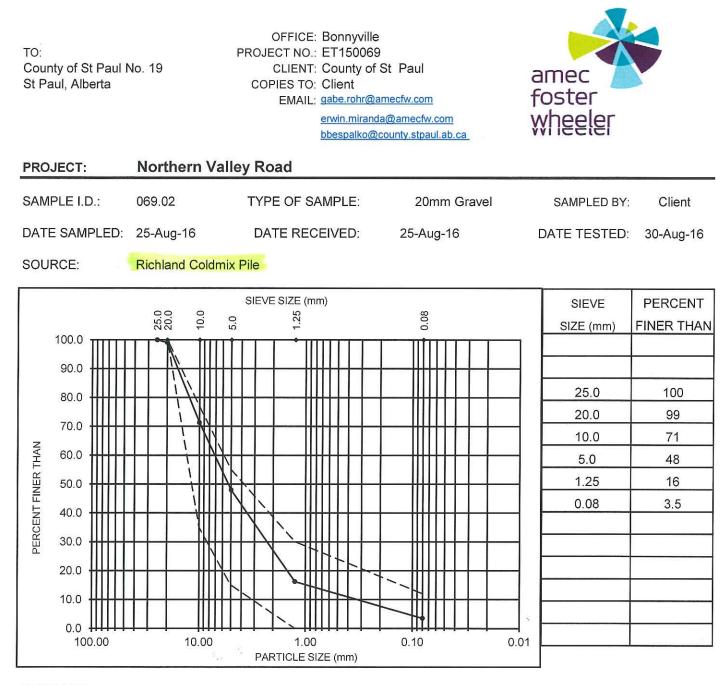
---- Grading Specifications for AT Designation 4 Class 20 Aggregate
Moisture Content (as received): 2.0%
% Fractured Face (+5 mm, 2 Faces): 35%

Amec Foster Wheeler Environment & Infrastructure, a Division of Amec Foster Wheeler Americas Limited

-100 Per Paul Larsen

Reporting of these results constitutes a testing service only. Engineering interpretation or evaluation of the test results is provided only on written request.

Sieve Analysis Report



COMMENTS:

---- Grading Specifications for AT Designation 4 Class 20 Aggregate Moisture Content (as received): 2.0%

% Fractured Face (+5 mm, 2 Faces): 35 %

Amec Foster Wheeler Environment & Infrastructure, a Division of Amec Foster Wheeler Americas Limited

100 Per

Paul Larsen

Reporting of these results constitutes a testing service only. Engineering interpretation or evaluation of the test results is provided only on written request.



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

www.county.stpaul.ab.ca

Issue Summary Report

8.10. Quote to Retro Fit an ASRi Computer on H4000 Cone Crusher #20160909003

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

Public Works is requesting to add an ASRi Computer to the genset at an approximate cost of \$58,250.

This computer helps the foreman monitor what is happening to the crusher on an hourly basis for production, how hard it's been running and if something like a tooth goes through the crusher. It lets the tower operator run it at max, without hurting the machine. It also helps them plan liner changes. They can tell when its getting close to the end of the liner life so they can plan the change over which help on less downtime. One really nice feature is that it keeps the closed side setting the same automatically so the product stays in spec all day long.

Recommendation

Administration is recommending to approve the ASRi Computer for the genset at an approximate cost of \$58,250.

Additional Information

Sandvik crusher Automatic Setting Regulation





Appendix 1 for 8.10.: Brochure



Get to know your crushing equipment

While the basic machinery used in rock processing has remained fundamentally unchanged for 70 years, the industry has nevertheless become considerably more hi-tech. You may not be able to crush a rock with your PC, but you can certainly use advanced technology to ensure that crushers are performing optimally, that your product quality is high and consistent, and that machinery down-time is minimized.

For over 100 years we have been making crushers, and for 30 of those we have been developing crusher control systems to optimize the performance of our crushers. Our very first automation system was introduced to the market in 1967 and we have, to date, delivered over 6,000 units around the world.

We call our crusher control system ASRi (Automated Setting Regulation) the "i" meaning "intelligent". The reason we call ASRi an "intelligent" crushing system, is that it not only helps you to monitor operations, but over time enables you to become so familiar with your crushing equipment that you can truly optimize its usage while protecting it from damage.

Regardless of whether yours is a simple, one-crusher operation, or a larger, more complex plant, Sandvik ASRi can help you improve results. You decide which system functions to use, how frequently and at what capacity. This makes the system not only intelligent, but supremely flexible.

MAXIMUM THROUGHPUT, MAXIMUM PRODUCTIVITY

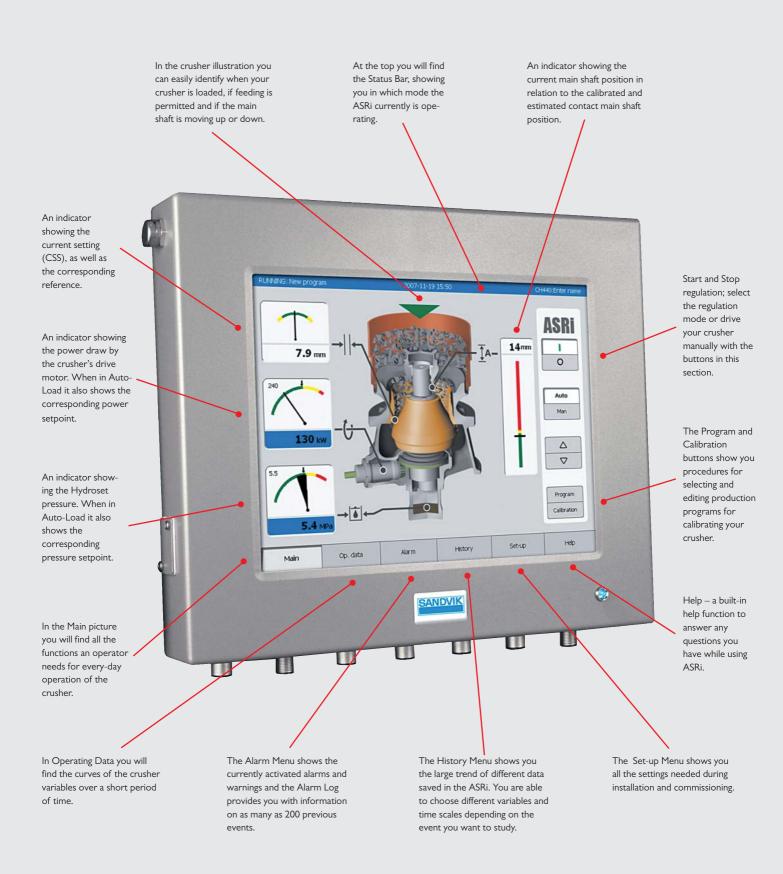
Sandvik's automatic setting regulation system, ASRi, controls your crusher automatically and protects it from damaging overloads. It helps **increase production**, obtain the highest possible degree of reduction, improve product distribution and achieve better product shapes.

Controlling your crushers with an ASRi system will provide you with an excellent overview of operations at a glance and enable you to act early to prevent damage to the crusher, **maximizing uptime**.

The main characteristic distinguishing Sandvik ASRi from previous generations of crushing systems is its user-friendliness. Once installed, everything from the simple, color graphics and touch-screen interface to the built-in instruction manual and numerous automated functions has been developed with the **user in focus**. Sandvik ASRi helps make your production smoother and more efficient and saves you time and trouble, both now and in the long-run.

Sandvik ASRi increases your ability to meet the industry's tough demands for increased efficiency, better product and reduced cost. Not only can you have **better control** over operations, but, at the same time, you can greatly reduce the need to expose yourself and your employees to potentially dangerous, unhealthy environments.

Appendix 1 for 8.10.: Brochure



Productivity at your fingertips

ASRi has a simple touch-screen interface that will provide you with as much or as little information as you choose. In addition to the top-level readings always shown on the main picture, there are five more main menu items. You can click on these for more information on any of the given topics.

ASRi includes three different regulation modes:

Auto-CSS, where the ASRi system aims to maintain the desired CSS.

Multi-CSS, where two different product curves can be combined to give a new desired product.

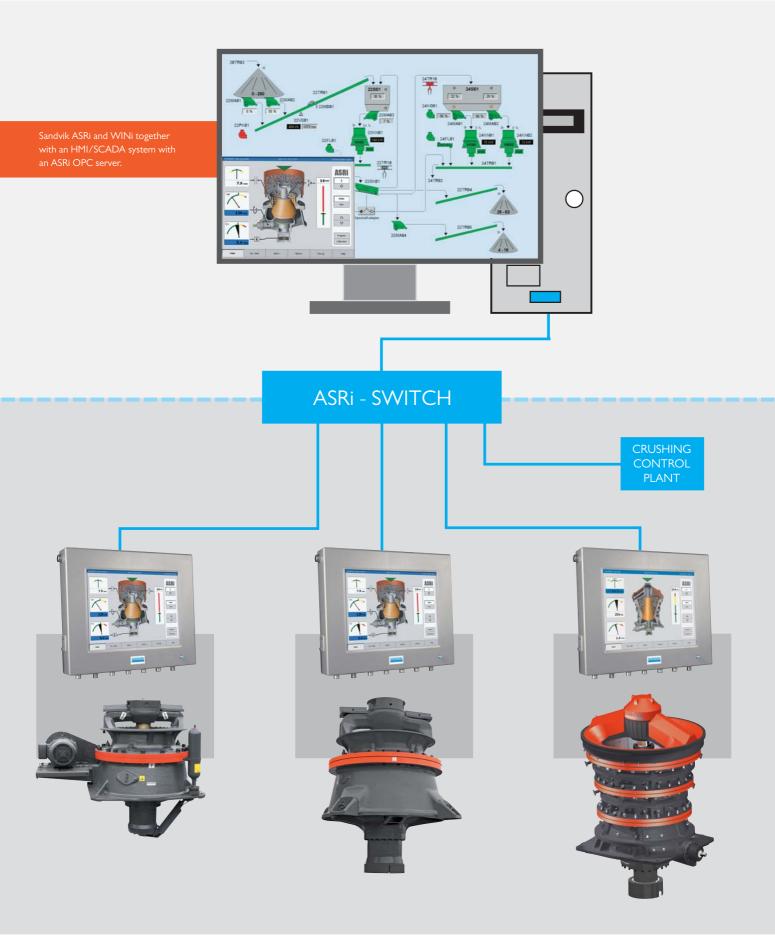
Auto-Load, where the ASRi system regulates the setting so that the crusher operates at a desired load level.

FUNCTIONALITY AND UPGRADES IN ASRi 2.0

If you are currently experiencing the benefits of the Sandvik automatic setting regulation system, you will find even more useful functionality in the latest upgrade - ASRi 2.0.

- A wear history diagram that shows liner wear with respect to time and energy consumption.
- A processor with four times more capacity.
- A bright screen with improved temperature variation resistance.
- Augmented memory capacity that allows you to save snapshots.
- A USB port for easy downloading of historical data and uploading of software updates.
- A user friendly screen layout.

Appendix 1 for 8.10.: Brochure



Optimize your entire crushing environment

With Sandvik's **ASRi software package** you can let ASRi communicate with other systems, thus further improving the efficiency of your production plant while saving time.

ASRi-WINI is a graphics package for remote presentation of displays of up to nine ASRi systems. This allows you to operate the ASRi system remotely, such as editing and changing crushing programs, or looking at operating data and alarms. It also provides you with a simple overall picture that shows what is happening with all of the ASRi systems connected to the communication system.

Sandvik's **ASRi-OPC-Server** software program facilitates the transfer of information between ASRi and an external system – a SCADA plant control system, for example. In a remote ASRi system, parameters can be read and written. This makes it possible - with the help of an OPC client in the customer's system - to extract data that is to be displayed in a control picture and to remote control the ASRi system(s).

The **ASRI-Reporter** program can be installed on a PC. It allows you to download historical data on the crusher's operating values for power draw, hydroset pressure and CSS from an ASRi system, for instance. This enables you to send such information elsewhere and to study the data in a convenient place at a convenient time. It is also a way to save historical data onto another computer.

ASRi SIMULATOR

Sandvik offers an ASRi simulation program that can be installed on any computer. This enables you to view a demonstration of the ASRi system in your own crushing environment. Data concerning the crusher, feed material and other decisive factors are entered into the program. You can learn how the system works and have an idea of what it can do for you. Sandvik is a global industrial group with advanced products and world-leading positions in selected areas – tools for metal cutting, equipment and tools for the mining and construction industries, stainless materials, special alloys, metallic and ceramic resistance materials as well as process systems. In 2009 the Group had about 44,000 employees and representation in 130 countries, with annual sales of nearly SEK 72,000 M.

Sandvik Mining and Construction is a business area within the Sandvik Group and a leading global supplier of equipment, cemented-carbide tools, service and technical solutions for the excavation and sizing of rock and minerals in the mining and construction industries. Annual sales 2009 amounted to about SEK 32,600 M, with approximately 14,400 employees.



SANDVIK MINING AND CONSTRUCTION. TEL. +46 40 40 68 00. FAX +46 40 40 68 98.

B5-137ENG © Sandvik SRP AB 2010. Subject to alteration without prior



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

www.county.stpaul.ab.ca

Issue Summary Report

8.11. Pole for Camera Monitoring

#20160909002

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

The residents in the Sante Hills Subdivision are requesting the County to install a 16 to 20 foot pole so they can install a camera to monitor the area. They are requesting it be installed on RR 112A at the entrance into the Sante Hills Subdivision, right by the sign announcing the subdivision name and showing the subdivision map. Following discussions with ATCO, administration has determined that there may be other options available for the residents to install cameras on existing poles.

Recommendation

Council to determine whether or not to proceed with installing the pole as requested, as it may be precedent setting.

Additional Information



County of St Paul No 19

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

Issue Summary Report

8.12. Northern Valley Road

#20160909005

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

Amec Foster Wheeler Environment & Infrasturcture is requesting a scope change in the amount of \$97,196.80. The purpose of the scope change is for funding to cover the additional engineering work in relation to extending the project limits from Rge Rd 51 to Rge Rd 44 (approx 8 km).

Recommendation

Administration is recommending to approve the scope change for \$97,196.80 for additional engineering for Phase 3 of the Northern Valley Road.

Additional Information



8 September 2016 File: NVR PHASE 3 SCOPE CHANGE 4.DOC

Mr. Leo deMoissac Public Works Superintendent County of St. Paul No. 19 5015 – 49 Avenue St. Paul, Alberta T0A 3A4

Dear Mr. deMoissac,

Re: Northern Valley Road Phase 3 – Grading and Other Work Scope Change 4 – Additional Engineering Work for Project Limits Extension from Rge Rd 51 to Rge Rd 44 (approx. 8.0 km) County of St. Paul No. 19

Amec Foster Wheeler Environment & Infrastructure (AmecFW) is requesting a scope change in the amount of \$97,196.80 which will increase the upset fee on this project from \$249,364.70 to \$346,561.50.

The purpose of this scope change is to request additional funds to cover the hours and expenses to be incurred from additional engineering work in relation to extending the project limits from Rge Rd 51 to Rge Rd 44 (approx. 8.0 km) (Phase 3).

The scope of work on the original project limits which includes the following will be completed on the proposed extension as well.

- Preliminary Surveys establish control, road centerline and cross sections, right-of-way, existing drainage structures, wetlands and utilities.
- Utility Crossing Agreements AmecFW will prepare agreements and drawings for the County and utility owners execution. Meetings and inspections will be arranged with utility representatives as required. Initial assessment indicates approximately five (5) utility companies are within the additional sections – County of Vermilion River Gas Utility, Canadian Natural Resources Limited, Husky Operations, Telus and ATCO Electric. Hydrovac cost is not included in our proposal as it is assumed to be the responsibility of the County.
- Preliminary Design preliminary survey data will be processed, prepare preliminary road and drainage design, drawings and cost estimates for County's review and approval.
- Detailed Design AmecFW will finalize detailed design, drawings and cost estimates following approval of preliminary design.

Amec Foster Wheeler Environment & Infrastructure 5681 – 70 Street Edmonton, Alberta T6B 3P6 Tel (780) 436-2152 Fax (780) 435-8425

www.amecfw.com

2



 Tender Preparation – includes preparation and submission of tender documents package. The preparation will be completed concurrently with the detailed design. The tender document package will include a tender document with bid items, special provisions and drawings (Issued for Tender Drawings). A C-Estimate for construction cost will also be included in the package.

The fee estimate table for the hours and expenses covered by this scope change is attached for reference.

If you find this request acceptable, please sign the attached Work Order and return a signed copy for our records.

Should you have any questions or require further information, please contact our office.

Sincerely,

Gabe Rohr Northern Alberta Area Manager

CC: Steven Jeffery, County of St. Paul Erwin Miranda, AmecFW

NVR Phase 3 Scope Change 4.doc

Appendix 1 for 8.12.: Letter

						Cour	ty of St.	County of St. Paul No. 19	. 19							amec foster wheeler	
		A	AmecFW (T	ransportat	(uo										6	PROJECT COSTS	TS
] [Personnel								Expenses	nses				
PhaselPersonnel	Project Manager Gabe Rohr	Project Engineer Erwin Miranda P.Eng.	Senior Engineer Thomas Chang P.Eng.	tsigolondoəT ngizəD	InspA brish roine2	Survey Coordinator	Survey Party Chief	V-Man Survey Crew	Draftsperson	Clerical	eloideV	Subsistence	noilsbommoccA	Disbursements 6%	TOTAL EXPENSE COSTS	АL РЕRSONNEL COSTS	TOTAL FEES
	533 \$160 hr	620 \$160 hr	621 \$185 hr	521 \$135 hr	525 \$150 hr	521 \$135 hr	520 \$115 hr	CUT1B \$210 hr	520 \$115 hr	810 \$80 hr	\$0.80 km	\$50 dav	\$150 \$	ب 8		101	
Preliminary Engineering																	
Project Initialization/Meeting/Inspection	80	4									500			\$115.20	\$515.20	\$1,920.00	\$2,435.20
Preliminary Surveys	8	2		16		8	80	50				8	8	\$918.00	\$2,518.00	\$15,300.00	\$17,818.00
Utility Crossing Agreements/Drawings		8			30				32		800	٢		\$567.60	\$1,257.60	\$9,460.00	\$10,717.60
Preliminary Design/Cost Estimates	8	12	4	80										\$884.40	\$884.40	\$14,740.00	\$15,624.40
Plan Preparation and Drafting		4	2						80					\$612.60	\$612.60	\$10,210.00	\$10,822.60
Project Management	24	10								2				\$336.00	\$336.00	00,009,6\$	20,936.00
Sub-Total Hours:	42 \$6.720	40 \$6.400	\$1.110	96 \$12.960	30	8 \$1.080	8 \$920	\$10.500	\$12,880	\$160	\$1.040	8450	\$1,200	\$3,433.80	\$6,124	\$57,230	\$63,354
		-											1				
Detailed Design	80	12	2	24										\$408.60	\$408.60	\$6,810.00	\$7,218.60
Design Quantities and Cost Estimates		8		9										\$125.40	\$125.40	\$2,090.00	\$2,215.40
Independent Design Review			4											\$44.40	\$44.40	\$740.00	\$784.40
Plan Preparation and Drafting		4	2						30					\$267.60	\$267.60	\$4,460.00	\$4,727.60
Project Management	16	12									500			\$268.80	\$668.80	\$4,480.00	\$5,148.80
Sub-Total Hours:	24	36	8	30	0	0	0	0	30	0	500	0	0	\$1,114.80			
Sub-Total Fees:	\$3,840	\$5,760	\$1,480	\$4,050	\$0	\$0	\$0	\$0	\$3,450	\$0	\$400	\$0	\$0	\$1,114.80	\$1,514.80	\$18,580.00	\$20,094.80
Tender Preparation																	
Finalize Bid Items and Special Provisions	2	24	4											\$294.00	\$294.00	\$4,900.00	\$5,194.00
Prepare Tender Document		12	4											\$159.60	\$159.60	\$2,660.00	\$2,819.60
Prepare Tender Drawings		2	2						16					\$151.80	\$151.80	\$2,530.00	\$2,681.80
Tender Administration	8	8								4				\$172.80	\$172.80	\$2,880.00	\$3,052.80
Sub-Total Hours:	10	46	10	0	0	0	0	0	16	4	0	0	0	\$778.20			
Sub-Total Fees: \$1,600.00	,600.00	\$7,360.00 \$1,850.00	\$1,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,840.00	\$320.00	\$0.00	\$0.00	\$0.00	\$778.20	\$778.20	\$12,970.00	\$13,748.20
Total Hours:	76	122	24	126	30	8	8	50	158	9	1800	6	8	\$5,326.80			
Total Fees: 5	\$12,160	\$19,520	\$4,440	\$17,010	\$4,500	\$1,080	\$920	\$10,500	\$18,170	\$480	\$1,440	\$450	\$1,200	\$5,326.80	\$8,416.80	\$88,780.00	\$97,196.80
															;	-	

Northern Valley Rd (Phase 3) Scope Change 4

Amec Foster Wheeler Environment & Infrastructure

EXHIBIT 1

1	WORK OR					
	Betwee County of St. Paul N					
	And	anverda - se de de la meno e de de de la composition				
	er Environment & Infrastructure, 2. Effective Date		as Limited (Seller) 4. AMEC MSSA #			
1. Task Order No.	2. Effective Date	3. Project No. ET150069	4. AWEC W35A #			
5.0		C. Amere Freeter Wiles	eler Environment &			
5. County of	f St. Paul No. 19	Infrast	ructure			
	49 Avenue) Street			
St. Paul,	AB T0A 3A4	Edmonton,	AB T6B 3P6			
Technical Represe	ntative: Leo deMoissac					
recimical Represen		Technical Represe	ntative: Gabe Rohr			
	7. Period of Performance:8. Prime Contract No./Buyer's ClientSeptember 20, 2015 to December 31, 2017					
	9. Description of Task/Staten	nent of Work/Schedule				
	North own Volloy D	and Dhana 2				
Scope Chanc	Northern Valley Road Phase 3 Scope Change 4 – Preliminary Engineering, Detailed Design and Tender Preparation					
Scope chang	[See attached Scope C	Change Request]	ropulation			
	10. Flow-Down Provisions At	tached: Yes No				
8	11. Special Provisions Atta	ched: Yes No				
	anne franciscus a second and a second					
	12. TASK ORDER TY	PE (check one)				
21	Firm-Fixed Price	ce				
	Time and Material/Labor Hour* X					
(*Rate Sched	(*Rate Schedule attached, not-to-exceed amounts specified for labor and expenses)					
` 13. Tasl	13. Task Order Price : <u>\$97,196.80 + \$249,364.70 (upset fee) = \$346,561.50</u>					
Except as expressly s	stated herein. all other terms and	l conditions of the Master S	ervices Subcontract			
Agreement identifie	Except as expressly stated herein, all other terms and conditions of the Master Services Subcontract Agreement identified in Block 4 above remain in full force and effect and apply to this Task Order.					
14. County o	14. County of St. Paul No. 19 18. Amec Foster Wheeler Environment					
			on of AMEC Americas			
		Limited	(Seller)			
Signature:		Signature:				
		Name: <u>Glen Kayne</u>				
Title:		Title: Infrastructure M	lanager			
Sato.	Date: Date:					



County of St Paul No 19

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

Issue Summary Report

8.13. Appoint Development Authority

#20160907003

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

In September, 2010 Crystal St. Arnault was appointed as a Development Authority for the County, as per Bylaw No. 1553. Krystle Fedoretz had been appointed as a Development Authority prior to 2010. Bylaw No. 1553 allows a maximum of 2 persons to be designated as a Development Authority.

Due to a change in job duties for Crystal St. Arnault, we require a motion to remove her as Development Authority and appoint Chelsey Thoben.

Recommendation

Motion to remove Crystal St. Arnault as Development Authority for the County of St. Paul, effective September 13, 2016.

Motion to appoint Chelsey Thoben as Development Authority for the County of St. Paul, effective September 13, 2016.

Additional Information

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 1553

A By-law of the County of St. Paul No. 19 in the Province of Alberta to establish the Development authority of the County of St. Paul No. 19

WHEREAS Section 624 of the Municipal Government Act, S.A. 1994, as amended ("the Act") requires that a Municipal Council establish a Development authority by bylaw;

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

- 1. <u>Name</u>
 - 1.1 This Bylaw may be cited as the "Development Authority Bylaw".
- 2. <u>Definitions</u>
 - 2.1 "Act" means the Municipal Government Act, R.S.A. 1994, Ch. M-26.
 - 2.2 "Council" means the Reeve and Councillors of the County of St. Paul No. 19 for the time being elected pursuant to the provisions of the Act, whose term is unexpired, who have not resigned and who continue to be eligible to hold office as such under the term of the Act.
 - 2.3 "Development Authority" means the persons established under Section 3 herein to perform the functions of a development authority under the Act.
 - 2.4 "Regulations" means the Regulations passed pursuant to the Act.
- 3. Establishment of Development Authority
 - 3.1 The Development Authority is hereby established.
 - 3.2 The Development Authority shall consist of a maximum of 2 persons by resolution of the council. The Development authority may delegate his authority and responsibilities to another person or persons as he sees fit at his discretion.
 - 3.3 If the appointed person shall die, retire or resign, another person may be appointed by resolution of the Council.
 - 3.4 Council may remove the person from the position of Development Authority by resolution at any time.
 - 3.5 The powers, duties and functions of the Development authority shall be those described for the Development Officer described in the Land use Bylaw of the County of St. Paul No. 19 and such additional powers, as are described under the Act, the Regulations or this Bylaw.

Bylaw No. 1553 Page 2

4. Bylaw No. 1286 dated October 10, 1995 is hereby rescinded.

Read a first time in Council this 14th day of September, A.D. 2010.

Read a second time in Council this 14th day of September, A.D. 2010.

Read a third time in Council this 14th day of September, A.D. 2010.

Signed by the CEO and Chief Administrative Officer this 14th day of September, 2010.

(Original Signed by Reeve Bouchard)

(Original Signed by CAO Sheila Kitz)

Reeve

Chief Administrative Officer



County of St Paul No 19

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

Issue Summary Report

8.14. Request for Encroachment Agreement - Lot 9, Block 4, Plan 1521299

#20160907011

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

The owner of Lot 9, Block 4, Plan 1521299 at Vincent Lake, is requesting to enter into an encroachment agreement for the eaves on their shed and the concrete foundation on their house and garage, which encroach on the Municipal Reserve.

They have provided a draft encroachment agreement prepared by their lawyer.

Recommendation

Administration is recommending to enter into the encroachment agreement provided by the landowners, subject to review by the County's lawyers at the landowners expense.

Additional Information





County of St Paul No 19

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

Issue Summary Report

8.15. Appeal to Order Issued to Lot 7, Block 3, Plan 8121812

#20160909007

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

An order was issued to the owners of Lot 7, Block 3, Plan 8121812 to remove all recreational vehicles in excess of 2, in order to comply with Bylaw No. 2013-50, Section 8.4(4)(e).

The owners are requesting to be exempt from the Bylaw because when they purchased the property in 2007, they were advised at the time of purchase that they could each have a unit on the lot. The amendment to the Land Use Bylaw came into effect after they purchased the property.

Through a title search, we verified that the property was purchased in 2007.

Recommendation

Administration is recommending to uphold the Bylaw 2013-05 and support the order issued to remove the recreational vehicles in excess of 2.

Additional Information

To Whom This May Concern;

We have received a notice from the County in regards to excess recreational vehicles on our Lake lot located at Lac Sante. (By-law 2013-50 Section 8.4(4)(e)

We purchased this Lake lot as a Family in August of 2007. The lot was titled 4 ways to include my parents (John and Elsie) myself (Robert and Sharlene) my Sister (Susan) and my Brother (Richard and Margaret).

As the purchase of the property was pending we had inquired with the County as to our intent of the use of property. We expressed that we would like to each have a unit on the lot and were told at that time that that would be acceptable as we each had an interest in the property.

During the spring/summer of 2008 we set up the lot to accommodate the recreation vehicles. The units were placed neatly in the trees with the exception of one. They were also placed near the reserve lot side which is located on the west side of the lot to minimize the visual impact of the 2 adjoining lots. During my conversation with Bryan (By-law Enforcement Officer) I mentioned that I believe that we had this issue once before in approximately 2009/2010.

Unfortunately we have not been able to find the County documentation of the issue in this matter. At that time my parents drove out to St. Paul to speak with someone at the County office.

After explaining that all recreation vehicles belonged to existing land owners (only) and the lot had been purchased and set up before the new By-law had come into effect it was again deemed acceptable as it was said to be grandfathered from the 2007 purchase date by the County office.

This was verbal only as I have spoken to both of my parents in regards to this matter for documentation and they have said that it was verbally agreed upon and received no paper work at that time.

The family has enjoyed the use of the lot; set up in this current configuration for the last 8 years. We feel that it would be a Great injustice to our Family to have to decide who would have to move off of the lot after all this time spent as a Family together at Lac Sante.

We all have taken great pride in maintaining our lot and believe that it is one of the nicer in the sub-division and not detrimental to the area even if it does have just recreational units on it.

We all remain hopeful the County will again extend our Grandfathered stay on our lot at Lac Sante and bring closure to this matter and peace to all of my Family members.

Thank you in advance and we look forward to your response.

Regards,

Rob French

**Addendum to Original Appeal,

In light of the new By- law information received, we believe two of the Recreational Vehicles fall into the category of Manufactured home/single detached dwelling. One is a Park model trailer on blocking with covered deck and the other is a 12 x 24 cabin addition built onto and covering a holiday trailer to form one unit.

I have been unable to find permits for these as they have been taken out in other names on title. I am confident they are permitted from the county.



County of St. Paul No. 19

August 8, 2016

REGISTERED MAIL

Richard French and Margaret Jones 23128 TWP Rd 554 Sturgeon County, AB T0A 1N1

Robert and Sharlene French

AND

AND

John and Elsie French 27 Howson Crescent Edmonton, AB T5A 4T7

AND

Susan French 13308 – 63 st Edmonton, AB T5A 0Z1

Dear Landowners:

Box 1812

T0A 1N0

Gibbons, AB

Re: Lot 07, Block 03, Plan 8121812 (332, 56415 - Range Road 112)

In my capacity as Designated Officer, I am hereby issuing an Order pursuant to County of St. Paul No. 19 By-law 2013-50, Section 8.4 (4)(e) Recreational Vehicles, with respect to the above mentioned lands. A copy of the by-law is attached for your reference.

I attended at the lands, and from a site inspection off of the lands, determined that the lands, because of the number of recreational vehicles, are detrimental to the surrounding area. Accordingly, I am ordering that the following work be done in order to comply with By-law 2013-50, Section 8.4 (4)(e)

- Remove all recreational vehicles in excess of 2 from the property

The above work is to be completed within 14 days of receipt of this letter. If you do not comply with this request, the County may perform the work and add the costs of performing the work to your tax roll for the land.

You may request County Council to review this order by written notice within 14 days of the receipt of this order.

Yours truly. Bryan Bespalko Bylaw Enforcement Officer

Encl.

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

County of St. Paul No. 19 Land Use Bylaw

8.4 COUNTRY RESIDENTIAL ONE (CR1) DISTRICT

- (1) Purpose:
 - a. The general purpose of this District is to provide for specific areas where multi-lot country residential development may take place within various parts of the County.

(2) Permitted Uses:

- a. Buildings and Uses Accessory to Permitted Uses
- b. Manufactured Homes less than 10 Years of Age from Date of Development Application
- c. Minor Home Occupations
- d. Single Detached Dwellings
- (3) Discretionary Uses:
 - a. Basement Suites
 - b. Bed and Breakfast Establishments
 - c. Buildings and Uses Accessory to Discretionary Uses
 - d. Day Care Facilities
 - e. Extensive Agriculture
 - f. Extensive Recreation
 - g. Garage Suites
 - h. Institutional and Public Uses
 - i. Manufactured Homes more than 10 Years of Age from Date of Development Application
 - j. Public Utility Buildings and Installations
 - k. Resort Commercial Uses
 - I. Other uses which, in the opinion of the Development Authority, are similar to the above listed Permitted or Discretionary Uses
- (4) Regulations:
 - a. Minimum Lot Size:
 - Permitted uses within 122 m (400 ft) of a lake In the case of a development permit, 0.2 ha (0.5 ac.) of land which, in the opinion of the Development Authority, is developable. In the case of a subdivision application, 0.2 ha (0.5 ac.) of land which, in the opinion of the Subdivision Authority, is developable land.
 - Permitted uses more than 122 m (400 ft) from a lake In the case of a development permit, 0.4 ha (1 ac.) of land which, in the opinion of the Development Authority, is developable. In the case of a subdivision application, 0.4 ha (1 ac.) of land which, in the opinion of the Subdivision Authority, is developable land.
 - b. Minimum Required Yards:

ZAP MUNICIPAL CONSULTING INC.

PAGE 64

County of St. Paul No. 19 Land Use Bylaw

- Front and Corner: Internal Local Road 7.7 m (25 ft) from the boundary of the rightof-way; Grid Road – 39.6 m (130 ft) from the centerline of a County road; and Major and Minor Two-Lane Highways – 70 m (230 ft) from the centre line or 40 m (131.2 ft) from the boundary of the right-of-way, whichever is greater.
- ii. Side 6.1 m (20 ft) each; and
- iii. Rear 7.7 m (25 ft).
- c. Minimum Floor Area: Single detached dwellings/manufactured homes 74.3 m² (800 ft²).
- d. Maximum Building Height: Dwelling units 7.7 m (25 ft) and two storeys on properties adjacent to water bodies or lakes; 10.0 m (32.8 ft) and two storeys on all other properties; Accessory buildings as per Section 7.2 of this Bylaw.
- e. Recreational Vehicles:
 - i. No development permit shall be required for the placement of two or less recreation vehicles on a lot if those recreation vehicles are:
 - 1. <u>Mobile</u> (licensed, insured, and with its wheels intact), are on site for seven (7) days or longer, and have no accessory buildings or structures, such as parking pads, porches, associated with any of them; or
 - 2. Not Mobile, being on site for more than seven (7) days, or has any accessory buildings or structures associated with it. A development permit shall be required for the placement of any such accessory structures on a lot. The issuance of such a development permit shall be considered entirely discretionary.
 - ii. The number of recreation vehicles on a parcel, may, on occasion, exceed the maximum of 2 subject to: the Development Authority being advised in writing of the dates when more than 2 recreation vehicles will be on the parcel and the number of recreation vehicles expected; the parcel being able, in the opinion of the Development Authority, to sufficiently accommodate all recreation vehicles expected as well as any accompanying vehicles; provisions satisfactory to the Development Authority being made for the disposal of sewage; and the maximum period of time when more than two recreation vehicles are on site shall not exceed five consecutive days and shall not occur more than two times in a calendar year.
 - iii. If a recreational vehicle is developed so as to become a part of a building, such as by the removal of its wheels or the addition of a building or structure onto it which encloses or immobilizes the recreational vehicle, the recreational vehicle will then be regarded as a manufactured home or single detached dwelling.
- f. Intensive Recreation and Resort Commercial Developments Intensive recreation developments and resort commercial developments shall be developed only with careful consideration of the impacts such development may have on the residential and recreational amenity of adjacent residential uses, and shall be developed with appropriate buffers and conditions, as established and required by the Development Authority, to mitigate any negative impacts. No intensive recreation or resort commercial development shall have any more than a total of twenty-five (25) units, either recreational vehicle stalls or hotel or motel units, for rental or use.
- g. The re-subdivision of lots in the CR1 District into smaller parcels will only be allowed: if the subdivision was initially designed to allow for such re-subdivision, or if the subdivision currently has a mixture of lot sizes, and if all other regulations of this Land Use Bylaw are

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County of St. Paul No. 19 Land Use Bylaw

satisfied.

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Appendix 1 for 8.15.: Background Info

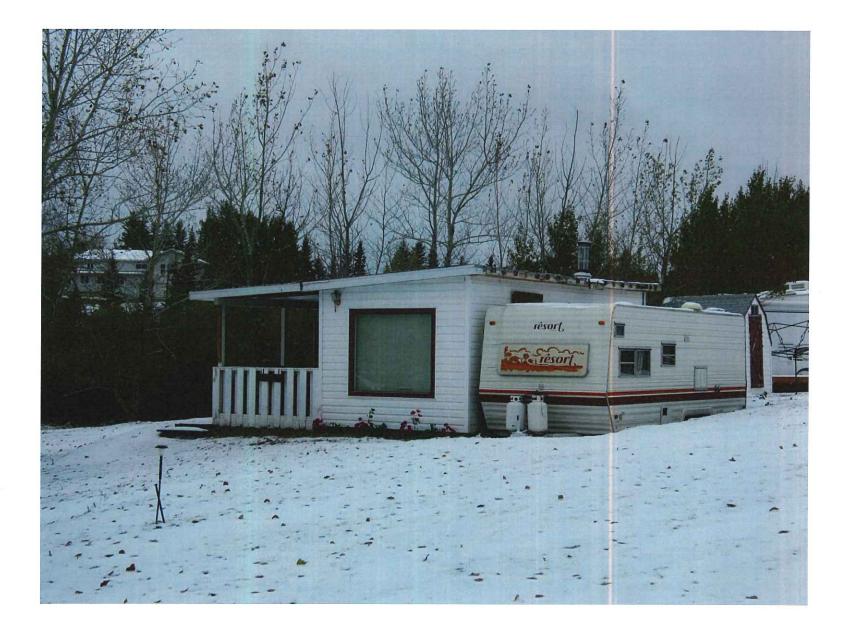


Appendix 1 for 8.15.: Background Info



Appendix 1 for 8.15.: Background Info









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

Issue Summary Report

8.16. Appeal to Order Issued to Lot 12, Block 3, Plan 8121812 #20160909008

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

An order was issued to the owners of Lot 12, Block 3, Plan 8121812 to remove all recreational vehicles in excess of 2, in order to comply with Bylaw No. 2013-50, Section 8.4(4)(e).

The owners are appealing the order and requesting to be grandfathered in with 3 recreational vehicles as there are 3 owners and they have jointly owned the property since 2007, prior to the amendment to the Land Use Bylaw. At the time of purchase there was no limit to the number of recreational vehicles on a property.

Through a title search, we verified that the property was transferred in early 2008.

Recommendation

Administration is recommending to uphold the Bylaw 2013-05 and support the order issued to remove the recreational vehicles in excess of 2.

Additional Information

Originated By : pcorbiere

Attention Bryan Bespalko.

To the County of St. Paul No 19

Letter of Appeal regarding Lot 12, Block 03, Plan 8121812 (327, 56415 - Range Road 112)

I, Mark Van Velzen am writing this letter on behalf of the registered property owner Jodi Quinn. In 2007, Jodi Quinn and her two daughters (Jennifer Stetsko and family & Toni Van Velzen and family, including myself) purchased the above noted property splitting the cost evenly making each one third owners. For ease of paperwork, bills etc, the property was registered to only Jodi Quinn at the Land titles. We also have notarized documents to prove our initial investment into the property and can provide them should it be required.

Since owning the property and prior to bylaw 8.4 (4) (e), we have always had 3 recreational vehicles parked on the lot. The 3rd recreational vehicle at the property is a motorhome. The motorhome is functional, mobile and is not always at the property as Jodi Quinn often takes it to the United States during the winter months, other campsites etc.

We take extreme pride in maintaining our property keeping it neat, organized and pleasant to the eye. There are no broken down vehicles or garbage etc anywhere. I invite and encourage you to come and check at any time. We agree why bylaws are in place and respect the reasons why they are there as we have observed certain lots that are unkept and being used as storage yards rather than a functional recreational property.

We respectfully appeal and are requesting one or all of the following:

1) We be "Grandfathered" in with 3 recreational vehicles allowed as there is 3 owners of the land and we were the landowners since 2007, prior to 2013 when this bylaw was created.

2) No enforcement necessary as the third recreational vehicle on the lot is mobile and not always parked on the property.

The hardest thing to address in regards to this appeal letter is should we be required to move a recreational vehicle from the property we are not sure which family would have to leave and no longer enjoy the property they own.

Should there be any further questions or concerns please feel free to contact myself or Jodi.

Mark Van Velzen - 780-446-0997

or

Jodi Quinn - 780-983-7712

Appendix 1 for 8.16.: Quinn



County of St. Paul No. 19

August 8, 2016

REGISTERED MAIL

Jodi Quinn 50064 Claireview Edmonton, AB T5Y 2M9

Dear Landowner:

Re: Lot 12, Block 03, Plan 8121812 (327, 56415 - Range Road 112)

In my capacity as Designated Officer, I am hereby issuing an Order pursuant to County of St. Paul No. 19 By-law 2013-50, Section 8.4 (4)(e) Recreational Vehicles, with respect to the above mentioned lands. A copy of the by-law is attached for your reference.

I attended at the lands, and from a site inspection off of the lands, determined that the lands, because of the number of recreational vehicles, are detrimental to the surrounding area. Accordingly, I am ordering that the following work be done in order to comply with By-law 2013-50, Section 8.4 (4)(e)

- Remove all recreational vehicles in excess of 2 from the property

The above work is to be completed within 14 days of receipt of this letter. If you do not comply with this request, the County may perform the work and add the costs of performing the work to your tax roll for the land.

You may request County Council to review this order by written notice within 14 days of the receipt of this order.

Yours truly, Bryan Bespalko

Bylaw Enforcement Officer

Encl.

8.4 COUNTRY RESIDENTIAL ONE (CR1) DISTRICT

- (1) Purpose:
 - a. The general purpose of this District is to provide for specific areas where multi-lot country residential development may take place within various parts of the County.

(2) Permitted Uses:

- a. Buildings and Uses Accessory to Permitted Uses
- b. Manufactured Homes less than 10 Years of Age from Date of Development Application
- c. Minor Home Occupations
- d. Single Detached Dwellings
- (3) Discretionary Uses:
 - a. Basement Suites
 - b. Bed and Breakfast Establishments
 - c. Buildings and Uses Accessory to Discretionary Uses
 - d. Day Care Facilities
 - e. Extensive Agriculture
 - f. Extensive Recreation
 - g. Garage Suites
 - h. Institutional and Public Uses
 - i. Manufactured Homes more than 10 Years of Age from Date of Development Application
 - j. Public Utility Buildings and Installations
 - k. Resort Commercial Uses
 - 1. Other uses which, in the opinion of the Development Authority, are similar to the above listed Permitted or Discretionary Uses
- (4) Regulations:
 - a. Minimum Lot Size:
 - Permitted uses within 122 m (400 ft) of a lake In the case of a development permit, 0.2 ha (0.5 ac.) of land which, in the opinion of the Development Authority, is developable. In the case of a subdivision application, 0.2 ha (0.5 ac.) of land which, in the opinion of the Subdivision Authority, is developable land.
 - Permitted uses more than 122 m (400 ft) from a lake In the case of a development permit, 0.4 ha (1 ac.) of land which, in the opinion of the Development Authority, is developable. In the case of a subdivision application, 0.4 ha (1 ac.) of land which, in the opinion of the Subdivision Authority, is developable land.
 - b. Minimum Required Yards:

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- Front and Corner: Internal Local Road 7.7 m (25 ft) from the boundary of the rightof-way; Grid Road – 39.6 m (130 ft) from the centerline of a County road; and Major and Minor Two-Lane Highways – 70 m (230 ft) from the centre line or 40 m (131.2 ft) from the boundary of the right-of-way, whichever is greater.
- ii. Side 6.1 m (20 ft) each; and
- iii. Rear 7.7 m (25 ft).
- c. Minimum Floor Area: Single detached dwellings/manufactured homes 74.3 m² (800 ft²).
- d. Maximum Building Height: Dwelling units 7.7 m (25 ft) and two storeys on properties adjacent to water bodies or lakes; 10.0 m (32.8 ft) and two storeys on all other properties; Accessory buildings as per Section 7.2 of this Bylaw.
- e. Recreational Vehicles:
 - i. No development permit shall be required for the placement of two or less recreation vehicles on a lot if those recreation vehicles are:
 - 1. <u>Mobile</u> (licensed, insured, and with its wheels intact), are on site for seven (7) days or longer, and have no accessory buildings or structures, such as parking pads, porches, associated with any of them; or
 - Not Mobile, being on site for more than seven (7) days, or has any accessory buildings or structures associated with it. A development permit shall be required for the placement of any such accessory structures on a lot. The issuance of such a development permit shall be considered entirely discretionary.
 - ii. The number of recreation vehicles on a parcel, may, on occasion, exceed the maximum of 2 subject to: the Development Authority being advised in writing of the dates when more than 2 recreation vehicles will be on the parcel and the number of recreation vehicles expected; the parcel being able, in the opinion of the Development Authority, to sufficiently accommodate all recreation vehicles expected as well as any accompanying vehicles; provisions satisfactory to the Development Authority being made for the disposal of sewage; and the maximum period of time when more than two recreation vehicles are on site shall not exceed five consecutive days and shall not occur more than two times in a calendar year.
 - iii. If a recreational vehicle is developed so as to become a part of a building, such as by the removal of its wheels or the addition of a building or structure onto it which encloses or immobilizes the recreational vehicle, the recreational vehicle will then be regarded as a manufactured home or single detached dwelling.
- f. Intensive Recreation and Resort Commercial Developments Intensive recreation developments and resort commercial developments shall be developed only with careful consideration of the impacts such development may have on the residential and recreational amenity of adjacent residential uses, and shall be developed with appropriate buffers and conditions, as established and required by the Development Authority, to mitigate any negative impacts. No intensive recreation or resort commercial development shall have any more than a total of twenty-five (25) units, either recreational vehicle stalls or hotel or motel units, for rental or use.
- g. The re-subdivision of lots in the CR1 District into smaller parcels will only be allowed: if the subdivision was initially designed to allow for such re-subdivision, or if the subdivision currently has a mixture of lot sizes, and if all other regulations of this Land Use Bylaw are

-

County of St. Paul No. 19 Land Use Bylaw

satisfied.

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Appendix 1 for 8.16.: Quinn









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

Issue Summary Report

8.17. Appeal to Order Issued to Lot 1, Block 3, Plan 8121812

#20160909009

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Background

An order was issued to the owners of Lot 1, Block 3, Plan 8121812 to remove all recreational vehicles in excess of 2, in order to comply with Bylaw No. 2013-50, Section 8.4(4)(e).

The owners are appealing the order as they purchased the property in 2001, prior to the amendment to the Land Use Bylaw. At the time of purchase there was no limit to the number of recreational vehicles on a property. Since they purchased the property, they have always had 5 rvs on their property.

Through a title search, we verified that the property was transferred in early 2001.

Recommendation

Administration is recommending to uphold the Bylaw 2013-05 and support the order issued to remove the recreational vehicles in excess of 2.

Additional Information

Originated By : pcorbiere

County of St. Paul No. 19 5015 – 49 Ave., St. Paul, AB TOA 3A4

July 19, 2016

ATTENTION: Bryan Bespalko, Bylaw Enforcement Officer

RE: Lot 01, Block 03, Plan 8121812, (337, 56415 - Range Road 112)

David Brown	n an	Michael Lesser
5012 - 51 Avenue	AND	8733 – 99 Avenue
Box 1127		Fort Saskatchewan, AB
Lamont, AB		T8L 2Y4
TOB 2RO		

Having received an Order pursuant to County of St. Paul No. 19 By-law 2013-50, Section 8.4 (4) (e) Recreational Vehicles, we are responding in writing to the issuing Bylaw Enforcement Officer, Mr. Bryan Bespalko, through e-mail, to be followed by a hard copy of the same letter.

We wish to dispute this Bylaw, and the reasons are listed below.

We thank you in advance for taking the time to look over and respond to our concerns.

- 1. The land purchase was completed October 23, 2001 this bylaw did not become law until August 12, 2008 7 years after the property was purchased.
- 2. At the time of purchase, we ensured that the above mentioned property could, in fact, be owned by two separate individual families, and there was no limit to the number of recreational vehicles.
- 3. Since the day of purchase, there have always been 5 recreational vehicles on the property.

In closing, we would like to see the above mentioned property be grandfathered as per the Bylaw when it was purchased.

Please note the address change for David Brown.

Sincerely,

David Brown

Michael Lesser

Appendix 1 for 8.17.: Brown & Lesser



County of St. Paul No. 19

August 8, 2016

REGISTERED MAIL

David Brown 22 Jubilee Drive AND Fort Saskatchewan, AB T8L 2M1

Michael Lesser 8733-99 ave Fort Saskatchewan, AB T8L 2Y4

Dear Mr. Brown and Mr. Lesser:

Re: Lot 01, Block 03, Plan 8121812 (337, 56415 - Range Road 112)

In my capacity as Designated Officer, I am hereby issuing an Order pursuant to County of St. Paul No. 19 By-law 2013-50, Section 8.4 (4)(e) Recreational Vehicles, with respect to the above mentioned lands. A copy of the by-law is attached for your reference.

I attended at the lands, and from a site inspection off of the lands, determined that the lands, because of the number of recreational vehicles, are detrimental to the surrounding area. Accordingly, I am ordering that the following work be done in order to comply with By-law 2013-50, Section 8.4 (4)(e)

- Remove all recreational vehicles in excess of 2 from the property

The above work is to be completed within 14 days of receipt of this letter. If you do not comply with this request, the County may perform the work and add the costs of performing the work to your tax roll for the land.

You may request County Council to review this order by written notice within 14 days of the receipt of this order.

Yours truly,

Bryan Bespalko

Bylaw Enforcement Officer

Encl.

8.4 COUNTRY RESIDENTIAL ONE (CR1) DISTRICT

- (1) Purpose:
 - a. The general purpose of this District is to provide for specific areas where multi-lot country residential development may take place within various parts of the County.
- (2) Permitted Uses:
 - a. Buildings and Uses Accessory to Permitted Uses
 - b. Manufactured Homes less than 10 Years of Age from Date of Development Application
 - c. Minor Home Occupations
 - d. Single Detached Dwellings
- (3) Discretionary Uses:
 - a. Basement Suites
 - b. Bed and Breakfast Establishments
 - c. Buildings and Uses Accessory to Discretionary Uses
 - d. Day Care Facilities
 - e. Extensive Agriculture
 - f. Extensive Recreation
 - g. Garage Suites
 - h. Institutional and Public Uses
 - i. Manufactured Homes more than 10 Years of Age from Date of Development Application
 - j. Public Utility Buildings and Installations
 - k. Resort Commercial Uses
 - I. Other uses which, in the opinion of the Development Authority, are similar to the above listed Permitted or Discretionary Uses
- (4) Regulations:
 - a. Minimum Lot Size:
 - Permitted uses within 122 m (400 ft) of a lake In the case of a development permit, 0.2 ha (0.5 ac.) of land which, in the opinion of the Development Authority, is developable. In the case of a subdivision application, 0.2 ha (0.5 ac.) of land which, in the opinion of the Subdivision Authority, is developable land.
 - Permitted uses more than 122 m (400 ft) from a lake In the case of a development permit, 0.4 ha (1 ac.) of land which, in the opinion of the Development Authority, is developable. In the case of a subdivision application, 0.4 ha (1 ac.) of land which, in the opinion of the Subdivision Authority, is developable land.
 - b. Minimum Required Yards:

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- Front and Corner: Internal Local Road 7.7 m (25 ft) from the boundary of the rightof-way; Grid Road – 39.6 m (130 ft) from the centerline of a County road; and Major and Minor Two-Lane Highways – 70 m (230 ft) from the centre line or 40 m (131.2 ft) from the boundary of the right-of-way, whichever is greater.
- ii. Side -6.1 m (20 ft) each; and
- iii. Rear 7.7 m (25 ft).
- c. Minimum Floor Area: Single detached dwellings/manufactured homes 74.3 m² (800 ft²).
- d. Maximum Building Height: Dwelling units 7.7 m (25 ft) and two storeys on properties adjacent to water bodies or lakes; 10.0 m (32.8 ft) and two storeys on all other properties; Accessory buildings - as per Section 7.2 of this Bylaw.
- e. Recreational Vehicles:
 - i. No development permit shall be required for the placement of two or less recreation vehicles on a lot if those recreation vehicles are:
 - 1. <u>Mobile</u> (licensed, insured, and with its wheels intact), are on site for seven (7) days or longer, and have no accessory buildings or structures, such as parking pads, porches, associated with any of them; or
 - Not Mobile, being on site for more than seven (7) days, or has any accessory buildings or structures associated with it. A development permit shall be required for the placement of any such accessory structures on a lot. The issuance of such a development permit shall be considered entirely discretionary.
 - ii. The number of recreation vehicles on a parcel, may, on occasion, exceed the maximum of 2 subject to: the Development Authority being advised in writing of the dates when more than 2 recreation vehicles will be on the parcel and the number of recreation vehicles expected; the parcel being able, in the opinion of the Development Authority, to sufficiently accommodate all recreation vehicles expected as well as any accompanying vehicles; provisions satisfactory to the Development Authority being made for the disposal of sewage; and the maximum period of time when more than two recreation vehicles are on site shall not exceed five consecutive days and shall not occur more than two times in a calendar year.
 - III. If a recreational vehicle is developed so as to become a part of a building, such as by the removal of its wheels or the addition of a building or structure onto it which encloses or immobilizes the recreational vehicle, the recreational vehicle will then be regarded as a manufactured home or single detached dwelling.
- f. Intensive Recreation and Resort Commercial Developments Intensive recreation developments and resort commercial developments shall be developed only with careful consideration of the impacts such development may have on the residential and recreational amenity of adjacent residential uses, and shall be developed with appropriate buffers and conditions, as established and required by the Development Authority, to mitigate any negative impacts. No intensive recreation or resort commercial development shall have any more than a total of twenty-five (25) units, either recreational vehicle stalls or hotel or motel units, for rental or use.
- g. The re-subdivision of lots in the CR1 District into smaller parcels will only be allowed: if the subdivision was initially designed to allow for such re-subdivision, or if the subdivision currently has a mixture of lot sizes, and if all other regulations of this Land Use Bylaw are

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satisfied.

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Appendix 1 for 8.17.: Brown & Lesser



Appendix 1 for 8.17.: Brown & Lesser



10. Reports

10.1. CAO REPORT



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

Issue Summary Report

10.1. CAO Report

Meeting : September 13, 2016 Meeting Type : Council Meeting #20160906001

Meeting Date : 2016/09/13 10:00

Additional Information

Originated By : skitz

12. Financial

- 12.1. BUDGET TO ACTUAL
- 12.2. COUNCIL FEES
- 12.3. LISTING OF ACCOUNTS PAYABLE



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

Issue Summary Report

12.1. Budget to Actual

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Recommendation

Motion to approve the budget to actual as of August 31, 2016.

Additional Information

Originated By : skitz

#20160906002



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

Issue Summary Report

12.2. Council Fees

Meeting : September 13, 2016 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00

Recommendation

Motion to approve the Council Fees for the Month of August, 2016 as circulated.

Additional Information

Originated By : tmahdiuk

#20160906003



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

Issue Summary Report

12.3. Listing of Accounts Payable #20160906004 Meeting : September 13, 2016 Meeting Date : 2016/09/13 10:00 Meeting Type : Council Meeting Meeting Date : 2016/09/13 10:00 Recommendation Motion to file the listing of Accounts Payable as circulated: Batch Cheque Date Cheque Nos. Batch Amount Meeting Nos.

Additional Information

Originated By : pcorbiere