



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

January 10, 2017

Tuesday, January 10, 2017

Start time 10:00 AM

AGENDA

1. **Call to Order**
2. **Minutes**
 - 2.1 **December 13, 2016 (2016/12/13)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **In Camera**
 - 5.1. **In Camera**
6. **Business Arising from Minutes**
 - 6.1. **Request to Encroach On Lot 10ER, Block 1, Plan 8121812**
7. **Delegation**
8. **New Business**
 - 8.1. **Requests for Letter of Support**
 - 8.2. **Regional Emergency Management and Occupational Health and Safety Joint Service Agreements**
 - 8.3. **Recreation Agreement with Town of St. Paul**
 - 8.4. **Lease Agreement with MCSNet - Lot 1U, Block 6, Plan 7920741**
 - 8.5. **2017-2018 Strategic Transportation Infrastructure Program**
 - 8.6. **AB Electoral Boundaries Commission - January 23**
 - 8.7. **Growing Rural Tourism Conference - Feb. 13-15**
 - 8.8. **Economic Developers Alberta Conference - March 22-24**
 - 8.9. **Date for Public Auction of Lands**
 - 8.10. **Rezoning Application for PSW 7-58-9-W4**
 - 8.11. **Road Cancellation - Road Plan 4016BM in SE 29-55-8-W4**
 - 8.12. **Bylaw No. 2017-1 - Licence Road Allowance**
 - 8.13. **Request for Permission to Clear Small Brush and Dead Fall**

8.14. **John Holley - Request for Further Compensation**

9. **Correspondence**

10. **Reports**

10.1. **CAO Report**

11. **Upcoming Meetings**

11.1. **January 11 at 5:30 p.m. - Club Root Meeting @ Flat Lake Hall**

11.2. **Jan. 13 @ 9:30 a.m. - AAMD&C Zone Meeting**

11.3. **Jan. 19 @ 6:00 p.m. - Elk Point Airport Committee - Open to all of Council**

11.4. **Jan. 23 - 27 - Ag Service Board Conference**

12. **Financial**

12.1. **Listing of Accounts Payable**

12.2. **Budget to Actual**

12.3. **Council Fees - January Payroll Reminder**

13. **Adjournment**

5. In Camera

5.1. IN CAMERA



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

Issue Summary Report

5.1. In Camera

#20170104007

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

In Camera item to be presented at the Meeting.

Recommendation

Motion to go in camera as per section 24 and 27 of the FOIP Act.

Additional Information

Originated By : pcorbiere

6. Business Arising from Minutes

- 6.1. REQUEST TO ENCROACH ON LOT 10ER, BLOCK 1,
PLAN 8121812



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www.county.stpaul.ab.ca

Issue Summary Report

6.1. Request to Encroach On Lot 10ER, Block 1, Plan 8121812

#20170106007

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

At the November Meeting, Council heard from a Lot owner at Lac Sante who wanted to build a retaining wall and do some landscaping along with east side of their property, which would encroach onto Lot 10ER, Block 1, Plan 8121812. The delegation was uncertain where her property line was

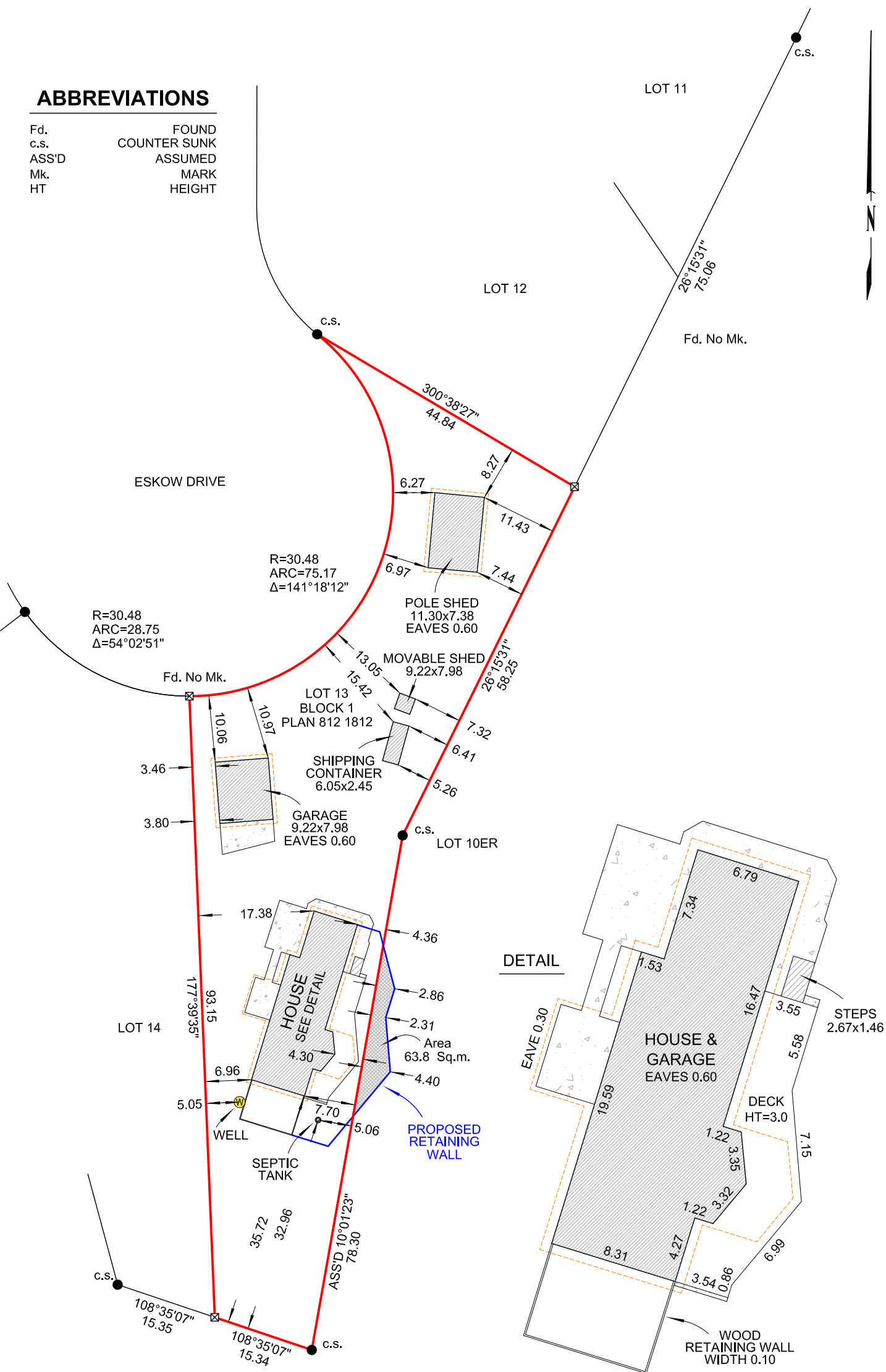
Council advised the delegation to obtain a real property report to determine where their property lines are and bring their findings back to the Planning department. A copy of the Real Property Report is attached.

Recommendation

Administration is recommending to deny the request to build on the Environmental Reserve as per section 671(1) of the MGA which states "Subject to section 676(1), environmental reserve must be left in its natural state or be used as a public park."

Additional Information

Originated By : kfedoretz



SCALE 1:700
THIS IS PAGE 1 OF 1

DISTANCES ARE SHOWN IN METERS AND DECIMALS THEREOF
STATUTORY IRON POST FOUND SHOWN THUS●
TEMPORARY POSITIONS SHOWN THUS⊠
CONCRETE SHOWN THUS[Pattern]

EXPLORE
SURVEYS INC.

Head office:
18941-111 Avenue NW
Edmonton, AB
T5S 2X4
Toll Free: 1-866-936-1805

Branch office:
5133-50 Avenue
St. Paul, AB
T0A 3A0
Phone: (780) 645-3399

DRAWN BY: F.M. CALC'D BY: F.M. FILE NO. X100416 SK

8. New Business

- 8.1. REQUESTS FOR LETTER OF SUPPORT
- 8.2. REGIONAL EMERGENCY MANAGEMENT AND OCCUPATIONAL HEALTH AND SAFETY JOINT SERVICE AGREEMENTS
- 8.3. RECREATION AGREEMENT WITH TOWN OF ST. PAUL
- 8.4. LEASE AGREEMENT WITH MCSNET - LOT 1U, BLOCK 6, PLAN 7920741
- 8.5. 2017-2018 STRATEGIC TRANSPORTATION INFRASTRUCTURE PROGRAM
- 8.6. AB ELECTORAL BOUNDARIES COMMISSION - JANUARY 23
- 8.7. GROWING RURAL TOURISM CONFERENCE - FEB. 13-15
- 8.8. ECONOMIC DEVELOPERS ALBERTA CONFERENCE - MARCH 22-24
- 8.9. DATE FOR PUBLIC AUCTION OF LANDS
- 8.10. REZONING APPLICATION FOR PSW 7-58-9-W4
- 8.11. ROAD CANCELLATION - ROAD PLAN 4016BM IN SE 29-55-8-W4
- 8.12. BYLAW NO. 2017-1 - LICENCE ROAD ALLOWANCE
- 8.13. REQUEST FOR PERMISSION TO CLEAR SMALL BRUSH AND DEAD FALL
- 8.14. JOHN HOLLEY - REQUEST FOR FURTHER COMPENSATION



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Issue Summary Report

8.1. Requests for Letter of Support

#20170104008

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

We received an email from Elk Point Minor Hockey requesting a letter of support to accompany their bid application to host the Midget "D" Hockey Provincials. The turnaround time on the request was quick. A copy of the letter of support to Hockey Alberta is attached. Note: Elk Point was successful with their application to host, so we will be forwarding \$1000 as per policy ADM-51.

We also received a request from the Mallaig Ag Society for a letter of support to accompany their CFEP Grant application for funding for alterations to their curling rink. They are planning to add youth curling lockers, install a stair lift and modernize and expand the lounge area. The total estimated project is \$189,704 and they are requesting a CFEP grant of \$98,284. A copy of the letter of support for the Mallaig Ag Society is attached.

Recommendation

Motion to ratify the letter of support for the Elk Point Minor Hockey association to accompany their bid application to host the Midget "D" Provincial tournament.

Motion to ratify the letter of support for the Mallaig Ag Society to accompany their CFEP grant application for funding for curling rink enhancements.

Additional Information

Originated By : pcorbiere

November 14, 2016

Dear Hockey Alberta:

The County of St. Paul fully supports communities and events held throughout our municipality over the course of the year.

We have assisted many associations within the County and have helped fund a variety of functions within the Town of Elk Point and surrounding areas. Working with associations and subsidizing costs of events and facilities assists in keeping facilities and organizations viable.

We understand that Elk Point Minor Hockey will be submitting a bid to host the Midget D Provincial Championship in March, 2017. If they are successful with their bid application, the County will donate \$1,000 to help offset some of their costs.

The community will come together to provide manpower to assist with hosting the tournament as well as supporting the coaches and athletes during the championship. The County of St. Paul encourages community support and bringing the community of Elk Point together to host a Provincial Championship will be a huge benefit for all.

Yours truly,

Sheila Kitz, CLGM
Chief Administrative Officer
/pjc

December 22, 2016

Mallaig & District Ag Society
Box 69
Mallaig, AB T0A 3K0

Dear Sirs:

Please accept this letter as confirmation of support in principle from the County of St. Paul for your CFEP grant application for funding to add youth curling lockers, install a stair lift and modernize and expand the lounge area in the curling rink.

County Council is aware that the curling rink is the hub of the community during the winter months and it is important to upgrade the facility to meet the changing needs. Council appreciates the countless volunteer hours required to operate the curling rink and values those Ag Society members who are committed to keeping the facility operational. Without their hard work, the facility would not thrive the way it has.

We commend your group on their commitment to the Community who use this facility and view this as a very worthwhile project worthy of CFEP funding.

Council endorses your CFEP grant application and wish you success to secure the much-needed funding for the enhancements to the curling rink.

Yours truly,

Sheila Kitz, CLGM
Chief Administrative Officer
/pjc



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Issue Summary Report

8.2. Regional Emergency Management and Occupational Health and Safety Joint Service Agreements #20170104006

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

*Following the last meeting, County administration received requests for some minor wording changes related to the termination of the agreements.

The County, Town of St. Paul, Town of Elk Point, and Summer Village of Horseshoe Bay have been participating jointly in providing emergency management and occupational health and safety services to the region following the receipt of two Alberta Community Partnership Grants. Now that these grants are completed or nearing completion, administration is proposing a cost-sharing agreement that sets out each municipality's responsibilities moving forward.

Recommendation

- Motion to rescind Motion **CM20161213.1047** to approve the Regional Emergency Management Joint Services Agreement with the Town of Elk Point, Town of St. Paul, and Summer Village of Horseshoe Bay.
- Motion to rescind Motion **CM20161213.1048** to approve the Regional Occupational Health and Safety Joint Services Agreement with the Town of Elk Point, Town of St. Paul, and Summer Village of Horseshoe Bay
- Motion to approve the Regional Emergency Management Joint Services Agreement with the Town of Elk Point, Town of St. Paul, and Summer Village of Horseshoe Bay
- Motion to approve the Regional Occupational Health and Safety Joint Services Agreement with the Town of Elk Point, Town of St. Paul, and Summer Village of Horseshoe Bay

Additional Information

Originated By : kattanasio

REGIONAL OCCUPATIONAL HEALTH AND SAFETY JOINT SERVICING AGREEMENT

THIS AGREEMENT MADE ON JANUARY 1ST, 2017.

BETWEEN

The County of St. Paul No. 19

A Municipal Corporation in the Province of Alberta

Hereinafter called “the County”

OF THE FIRST PART

AND

The Town of Elk Point

A Municipal Corporation in the Province of Alberta

Hereinafter called “Elk Point”

OF THE SECOND PART

AND

The Town of St. Paul

A Municipal Corporation in the Province of Alberta

Hereinafter called “St. Paul”

OF THE THIRD PART

AND

The Summer Village of Horseshoe Bay

A Municipal Corporation in the Province of Alberta

Hereinafter called “the Summer Village”

OF THE FOURTH PART

WHEREAS municipalities are considered employers and have a variety of obligations to perform in accordance with the *Occupational Health and Safety Act* and its related regulations; and

WHEREAS the County, St. Paul, Elk Point and the Summer Village have agreed to work together through a regional occupational health and safety plan and programs to carry out occupational health and safety activities.

NOW THEREFORE, this agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

- 1) The partnering municipalities will cost share all operating and capital expenses pertaining to occupational health and safety on a per capita basis. For 2017, the distribution is as follows:

County of St. Paul No. 19	44.6%
Town of St. Paul	43%
Town of Elk Point	12%
Summer Village of Horseshoe Bay	0.4%

- 2) These per capita costs will be reviewed and adjusted if necessary to reflect any changes in the Federal Census population data. A municipality may wish to undertake a municipal census at which point, the municipal census data will be used.
- 3) The County will invoice the other partnering municipalities at a minimum of once a year for their respective share of the expenses. The fiscal year shall be from January 1st to December 31st.
- 4) The planning for and coordination of occupational health and safety service delivery shall be provided by the Region of St. Paul Joint Health and Safety Committee in accordance with the Terms of Reference for Committee Members established by the Committee.
 - a) The Region of St. Paul Joint Health and Safety Committee shall be responsible for advising on occupational health and safety activities within the region and to advise the appointing councils as required. The Committee will aid each respective council with governance, but all resolutions passed by the Committee will be presented to all councils for ratification.
- 5) All parties agree that the Regional Director of Occupational Health and Safety shall be an employee of the County and shall serve as a member of the Region of St. Paul Joint Health and Safety Committee.
- 6) Should the position of Regional Director of Occupational Health and Safety become vacant, it will be the responsibility of the CAO of the County to fill the vacancy in accordance with the hiring policies of the County. The selection committee shall consist of the CAOs of the partnering municipalities.

Appendix 1 for 8.2.: Regional OHS

- 7) This Agreement has effect commencing January 1st, 2017 and will expire on December 31st, 2021.
- 8) This Agreement will be terminated prior to the expiration date if written notice of intention to terminate is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be December 31st in a year to be specified in the notice of termination.
- 9) Any party withdrawing from this Agreement remains responsible for its share of any liabilities that the Region of St. Paul Joint Health and Safety Committee incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Region of St. Paul Joint Health and Safety Committee as a result of the withdrawal.
- 10) Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the Region of St. Paul Joint Health and Safety Committee.
- 11) If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided for in the *Arbitration Act*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the date first written above.

SIGNED, SEALED, AND DELIVERED
in the presence of:

COUNTY OF ST. PAUL NO. 19

Per: _____
Chief Administrative Officer

Printed Name

Reeve

Printed Name

TOWN OF ELK POINT

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name

TOWN OF ST. PAUL

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name

SUMMER VILLAGE OF HORSESHOE BAY

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name

REGIONAL EMERGENCY MANAGEMENT JOINT SERVICING AGREEMENT

THIS AGREEMENT MADE ON JANUARY 1ST, 2017.

BETWEEN

The County of St. Paul No. 19

A Municipal Corporation in the Province of Alberta

Hereinafter called "the County"

OF THE FIRST PART

AND

The Town of Elk Point

A Municipal Corporation in the Province of Alberta

Hereinafter called "Elk Point"

OF THE SECOND PART

AND

The Town of St. Paul

A Municipal Corporation in the Province of Alberta

Hereinafter called "St. Paul"

OF THE THIRD PART

AND

The Summer Village of Horseshoe Bay

A Municipal Corporation in the Province of Alberta

Hereinafter called "the Summer Village"

OF THE FOURTH PART

WHEREAS municipalities are responsible under the Emergency Management Act, Chapter E-6.8, Revised Statutes of Alberta 2000 ("the Act"), for the direction and control of the local authority's emergency response and is required to prepare and approve an emergency plan and program; and

WHEREAS municipalities are also required under the Act, to appoint an emergency advisory committee and to establish and maintain a municipal emergency management agency to carry out Council's statutory powers and obligations under the Act; and

WHEREAS it is permissible under the Act, that an emergency management agency be maintained by and act as the agent of more than one local authority; and

WHEREAS the County, St. Paul, Elk Point, and Summer Village have agreed to work together through a regional emergency management plan and programs to carry out emergency management activities.

NOW THEREFORE, this agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

- 1) The four partnering municipalities will cost share all operating and capital expenses pertaining to emergency management on a per capita basis as follows:

County of St. Paul No. 19	44%
Town of St. Paul	43%
Town of Elk Point	12%
Summer Village of Horseshoe Bay	1%
- 2) These per capita costs will be reviewed and adjusted if necessary to reflect any changes in the Federal Census population data. A municipality may wish to undertake a municipal census at which point, the municipal census data will be used.
- 3) The County will invoice the other partnering municipalities at a minimum of once a year for their respective share of the expenses. The fiscal year shall be from January 1st to December 31st.
- 4) The planning for and coordination of emergency management service delivery during a real or imminent emergency as defined by the *Alberta Emergency Management Act* shall be provided by the Regional Emergency Management Agency in accordance with the Terms of Reference for Committee Members established by the Agency.
- 5) The Regional Emergency Management Agency shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing councils pursuant to section 10 (1)(d) of the *Emergency Management Act*. The Committee will aid each respective council with governance, but all resolutions passed by the Committee will be presented to all councils for ratification.
- 6) All parties agree that the Regional Director of Emergency Management shall be an employee of the County and shall serve as a member of the Regional Emergency Management Agency.
- 7) Should the position of Regional Director of Emergency Management become vacant, it will be the responsibility of the CAO of the County to fill the vacancy in accordance with the hiring policies of the County. The selection committee shall consist of the CAOs of the partnering municipalities.

Appendix 2 for 8.2.: Regional EM

- 8) This Agreement is conditional on the parties passing a complementary bylaw respecting the coordinate response to an emergency pursuant to the *Alberta Emergency Management Act*.
- 9) This Agreement has effect commencing January 1st, 2017 and will expire on December 31st, 2021.
- 10) This Agreement will be terminated prior to the expiration date if written notice of intention to terminate is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be December 31st in a year to be specified in the notice of termination.
- 11) Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the Regional Emergency Management Agency incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Regional Emergency Management Agency as a result of the withdrawal.
- 12) Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the Regional Emergency Management Agency.
- 13) If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided for in the *Arbitration Act*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the date first written above.

SIGNED, SEALED, AND DELIVERED
in the presence of:

COUNTY OF ST. PAUL NO. 19

Per: _____
Chief Administrative Officer

Printed Name

Reeve

Printed Name

TOWN OF ELK POINT

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name

TOWN OF ST. PAUL

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name

SUMMER VILLAGE OF HORSESHOE BAY

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name



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

8.3. Recreation Agreement with Town of St. Paul

#20170104005

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

Attached is the Parks and Recreation Agreement between the County and Town of St. Paul which was finalized on December 20, 2016. The payment will be \$300,000 in 2017. At this time, the parties have elected to sign a one year agreement.

Recommendation

Administration is recommending to enter into a Parks and Recreation Agreement with the Town of St. Paul for a one year term effective January 1, 2017 with the payment being \$300,000.

Additional Information

Originated By : kattanasio

Appendix 1 for 8.3.: Recreation Agreement

PARKS AND RECREATION AGREEMENT

This Agreement Made this 21st Day of December, 2016.

BETWEEN:

The County of St. Paul No. 19
Hereinafter Called “The County”
Of The First Part

AND

The Town of St. Paul
Hereinafter Called “The Town”
Of the Second Part

Whereas, the County recognizes its residents are desirous of accessing parks and recreation services from the Town; and

Whereas, the Town assumes costs to provide parks and recreation services to residents of the Town and County; and

Whereas, the County has agreed that they contribute towards the operating deficit of the services offered by the Town’s Parks and Recreation Department.

Now Therefore, the parties hereto agree as follows:

- 1) Town services include those services offered by the Parks and Recreation Department through its programming and facilities excluding culture-related services, which are addressed through other cost-sharing mechanisms and agreements.
- 2) The membership of the Parks and Recreation Board, an Advisory Board to the Council of the Town of St. Paul, shall be constituted as per the Town’s Bylaw establishing a Parks and Recreation Board, as amended from time to time.
- 3) The Board will prepare and recommend to Town Council an annual budget for the services provided by the Parks and Recreation Department.
- 4) The Town agrees that the Town will charge the same user fees or membership fees to both Town and County residents for the services offered.
- 5) For the services provided to County residents by the Parks and Recreation Department, the County agrees to contribute the following payment:

ANNUAL PAYMENTS:

2017 - \$300,000

This agreement shall be for a period of one (1) year; effective January 1st, 2017 and will terminate December 31st, 2017.

- 6) The parties will meet to discuss the 2018 Parks and Recreation Agreement prior to October 1st, 2017.

<u>County of St. Paul #19</u>	<u>Town of St. Paul</u>
_____Reeve	_____Mayor
_____CAO	_____CAO



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

8.4. Lease Agreement with MCSNet - Lot 1U, Block 6, Plan 7920741 #20170105006

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

Lemalu Holdings Ltd, referred to as MCSNet is requesting to renew their lease for the 10' x 10' property described as Lot 1U, Block 6, Plan 7920741 in NE 33-58-11-W4, for a communications tower. The agreement is for a ten year term commencing January 1, 2017. The County has a 12 month termination clause and the Lessee may terminate by providing 60 days written notice.

Recommendation

Administration is recommending to approve the 10 year lease with Lemalu Holdings Ltd. for a ten year period commencing January 1, 2017.

Additional Information

Originated By : pcorbiere

Appendix 1 for 8.4.: Lease Agreement

This lease made this 1st day of JANUARY, 2017.

Between:

“COUNTY OF ST.PAUL NO. 19”
5015-49 Avenue, St.Paul, Alberta T0A 3A4
(hereinafter referred to from time to time as “the Lessor”)

And

“LEMALU HOLDINGS LTD.”, Box 98, St. Paul, Alberta T0A 3A0
(hereinafter referred to from time to time as “MCSNet”)

Of the second part

Whereas MCSNet is desirous of renting from the lessor a certain parcel of land being a 10 foot by 10 foot square within the property being described as Lot 1U, Block 6, Plan 7920741 being Pt. of NE 33 - 58 - 11 W4 in the province of Alberta.

And whereas the lessor has agreed to rent to MCSNet the aforesaid portion of the property for the purpose of permitting MCSNet to erect a communications tower:

Now therefore the parties hereto agree as follows:

1.0 Premises

- 1.1 The Lessor does hereby lease and demise unto MCSNet upon the terms and condition hereinafter set out those premises owned by the Lessor being more particularly described as follows: “Lot 1U, Block 6, Plan 7920741 being Pt. of NE 33 - 58 - 11 W4” which plot of land is more particularly shown outlined in red on appendix “A” hereto.

2.0 Term

- 2.1 The term of this lease shall be for ten (10) years subject to earlier Termination as may be provided for herein, which term shall commence on

Appendix 1 for 8.4.: Lease Agreement

the 1st day of JANUARY, 2017 and, subject to earlier termination, shall be completed on the 1st day of JANUARY, A.D. 2027.

- 2.2 This lease shall be renewable for additional consecutive terms of ten (10) years according to the same terms and conditions. Upon renewal of each term the monthly rent shall be adjusted to reflect the core inflation rates published by the Bank of Canada.

3.0 Rental

- 3.1 MCSNet shall pay to the Lessor a rent of \$60.00 per month. This rent shall include the area of land where the tower and enclosure will be erected, access for underground power line and access for MCSNet staff to the tower and enclosure. Such payments are to be made by the first day of each month and in accordance with the directions of the Lessor.
- 3.2 In lieu of the monthly rent, the Lessor can opt for high speed Internet services valued up to \$80.00 per month. MCSNet is to provide this service in kind, free of charge along with one (1) free setup and installation.

4.0 Cost of power

- 4.1 In consideration of the remuneration indicated above in Section 3.0, the Lessor agrees to include MCSNet's use of electrical power to a maximum of 200 Watts continuous.
- 4.2 If MCSNet's electrical power requirements change from indicated in section 4.1 above MCSNet shall reimburse the Lessor for its cost of power above that limit.

5.0 Lessee Covenants

- 5.1 MCSNet covenants with the Lessor as follows:
- (a) MCSNet shall indemnify and save harmless the Lessor from and against all actions, causes of action, proceedings, claims and demands brought against the Lessor, and from and against all losses, costs, damages or expenses suffered or incurred by the Lessor, by reason of any damage to property, including property of the Lessor, or injury, or injury resulting in death, to persons, including the employees, servants, agents, licensees, and invitees of the Lessor, caused by, resulting from or attributable to the negligent act or omission of MCSNet or any of its employees, servants, agents, licensees or invitees in the performance of this agreement.

- (b) Ensure that the tower structure is sound and secure.
- (c) Ensure that the Tower is located in accordance with guidelines set forth by local municipal authority.
- (d) Pay all costs of installation.
- (e) Maintain the leased property in a clean and orderly condition and keep it free of noxious weeds or other deleterious items.
- (f) MCSNet is responsible for any environmental conditions.
- (g) MCSNet is responsible for any increase in property tax assessment as a result of the Tower being on the property.

- 5.2 The leased premises shall be used and occupied by MCSNet for the sole and only purpose of erecting and maintaining a communications Tower. If MCSNet no longer needs the property for that purpose, the property shall immediately revert to the Lessor and if the Lessor wishes, MCSNet, at its own cost, may remove the Tower and any other things erected by MCSNet and return the property to a reasonable condition.
- 5.3 MCSNet will not sublet the property without the prior written approval of the Lessor.

6.0 Termination by the Lessor or Lessee

- 6.1 The Lessor may terminate this Lease without damages or penalty upon twelve (12) months prior written notice to the Lessee. The Lessee may terminate this lease by providing the Lessor 60 day's written notice and the Lessee shall at its own expense remove the tower from the property. The Lessee shall continue to pay rent for the tower till such time the tower is removed.

7.0 Registration of Lease/Caveat

- 7.1 This lease may be registered against the title either as a lease or by way of caveat and shall be deemed to an interest running with the land and so shall bind any successive owner. The cost of such registration shall be payable by MCSNet.

8.0 Utility Easement

- 8.1 Any utility easements that are required by MCSNet will be deemed part of this lease and may not be removed by the lessor prior to termination of the

Appendix 1 for 8.4.: Lease Agreement

lease. A map outlining these easements will be added to the lease upon completion of all utility installations.

Signed and sealed by the Lessor and Lessee this _____ day of _____, 201__.

LESSOR

LESSEE

COUNTY OF ST.PAUL NO.19

LEMALU HOLDINGS LTD.

Per: _____

Per: _____
Leo VanBrabant

Per: _____

APPENDIX "A"

Site Plan

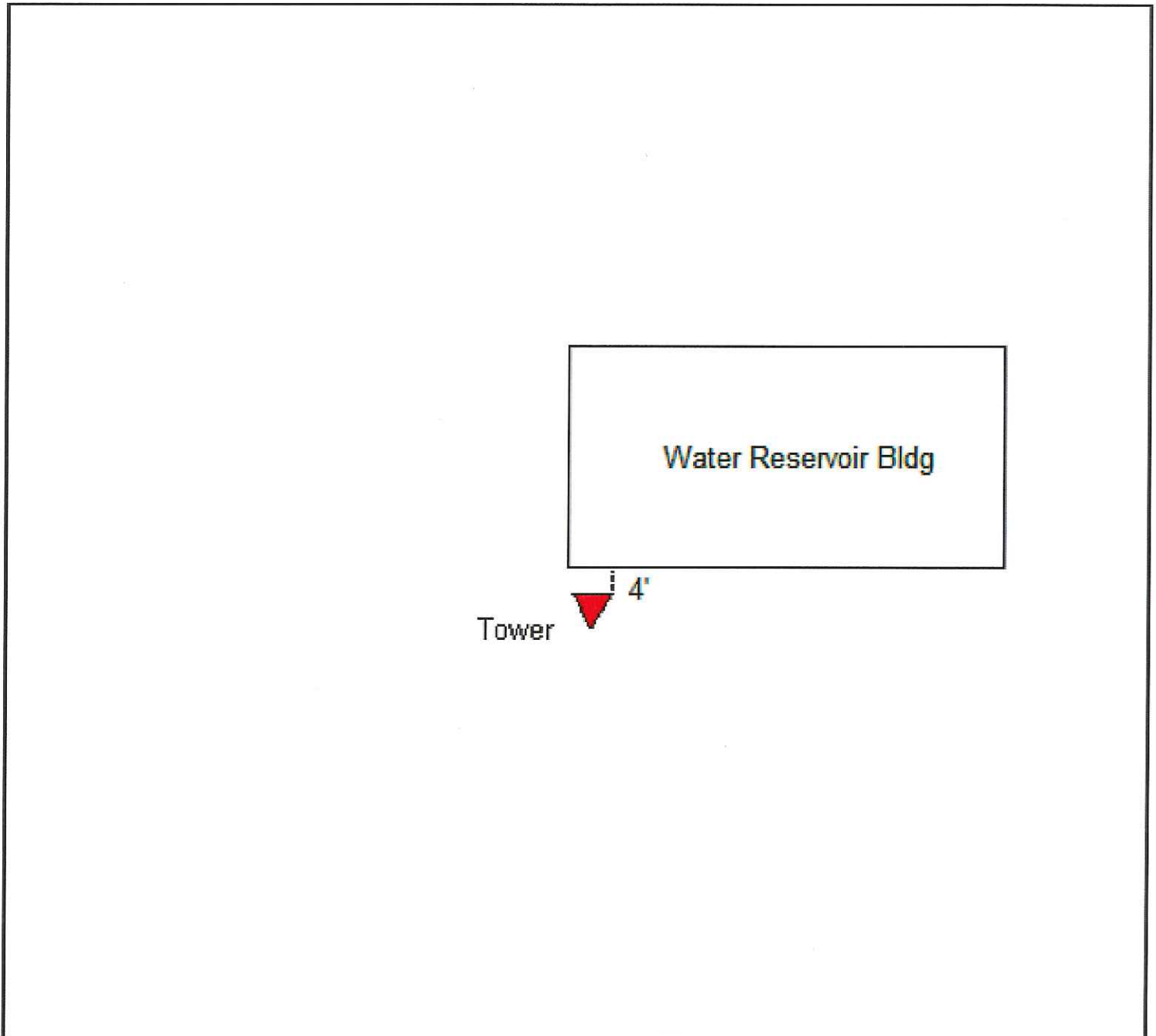
COUNTY OF ST. PAUL NO. 19

Lottie Lake Water Reservoir Site

Lot 10, Blk. 6, Plan 7920741

Being Pt. of NE 33 - 58 - 11 W4

Road



F
L

NOTE:

Not to Scale

Property Line

Appendix 1 for 8.4.: Lease Agreement



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Issue Summary Report

8.5. 2017-2018 Strategic Transportation Infrastructure Program

#20170106008

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

The Strategic Transportation Infrastructure Program (STIP) provides financial assistance to rural and smaller urban municipalities for developing and maintaining key transportation infrastructure. STIP supports municipalities as they complete projects that improve accessibility and the movement of goods to market, increase opportunities for economic growth and enhance safety and efficiency while extending the life of key transportation infrastructure.

There are four components within STIP:

- 1) Local Road Bridge Program
- 2) Resource Road Program
- 3) Community Airport Program
- 4) Local Municipal Initiative

Applications are due February 3rd, 2017 for funding in the 2017-2018 fiscal year.

Recommendation

Motion for administration to submit STIP applications for two bridge files.

Motion to partner with the Town of Elk Point to submit a STIP application for upgrades to the Elk Point Airport with the Town of Elk Point as the managing partner.

Motion to partner with the Town of St. Paul to submit a STIP application for upgrades to the St. Paul Airport with the Town of St. Paul as the managing partner.

Motion for administration to submit an application for regrading the Northern Valley Road.

Additional Information

Originated By : kattanasio



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

Issue Summary Report

8.6. AB Electoral Boundaries Commission - January 23

#20170105007

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

The Electoral Boundaries Commission will be reviewing the boundaries and names of the 87 electoral constituencies in the province, in accordance with legal requirements. We have the opportunity to participate by preparing a written submission or by making a presentation at a public hearing.

Deadline for written submissions is February 8, 2017.

A Public Hearing has been scheduled for January 23 at 1:00 p.m. in St. Paul. In order to present at the meeting, we must register by January 17th.

Recommendation

Administration is recommending to approve any Council and Administration to attend the Public Hearing scheduled for January 23 in St. Paul and that we register to reserve a spot if Council wants to make a presentation at the Public Hearing.

Additional Information

Originated By : pcorbiere



Alberta Electoral Boundaries Commission

RECEIVED DEC 21 2016

December 12, 2016

Ms Sheila Kitz
Chief Administrative Officer
County of St. Paul
5015 - 49 Avenue
St. Paul, AB
T0A 3A4

Dear Ms Kitz,

The Electoral Boundaries Commission was appointed on October 31, 2016, and is beginning its work. The next year will be spent reviewing the boundaries and names of the 87 electoral constituencies in the province, in accordance with legal requirements, including those set out in the *Electoral Boundaries Commission Act*. The results of this review will impact your vote in future provincial elections.

In addition to myself, as Chair, the Commission members are Gwen Day from the County of Mountain View, Laurie Livingstone of Calgary, D. Jean Munn of Calgary, and W. Bruce McLeod of Acme.

One of the most important aspects of this review is hearing from interested Albertans who wish to contribute to the redrawing of Alberta's constituency map. I encourage you to participate in this public consultation. You may participate by preparing a written submission or by making a presentation at one of the public hearings, the dates and locations of which will soon be announced. Please visit our website at abebc.ca for information as to how and when you may take part as we travel throughout the province gathering feedback on how best to update the constituency map of Alberta.

Our interim report will be submitted to the Speaker of the Legislative Assembly before May 31, 2017, and our final report will be submitted by October 31, 2017. There will be an opportunity for public input again after the interim report is submitted to the Speaker.

Yours truly,



Hon. Myra Bielby
Chair





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

Issue Summary Report

8.7. Growing Rural Tourism Conference - Feb. 13-15

#20170105004

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

The Annual Growing Rural Tourism Conference will be held February 13-15, 2017 in Camrose. Councillor Dach has expressed interest in attending as it pertains to his Alberta's Lakeland and Kalyna Country Committees. This conference conflicts with the February 14th Council Meeting.

The Agenda for the Conference can be viewed online at www.growingruraltourism.ca. Registration for the Conference is \$310 before January 19th.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.8. Economic Developers Alberta Conference - March 22-24

#20170105003

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

The 2017 Annual EDA Conference will be held March 22-24 in Banff. Registration for the Conference is \$535.50 until January 15th and \$593.25 after January 15th. Reeve Upham and Councillor Dach have expressed interest in attending this conference.

The agenda for the conference can be viewed at:

<http://www.edaalberta.ca/resources/Pictures/Draft%20Conference%20Agenda%202017.pdf>

Recommendation

Administration is recommending to approve Reeve Upham and Councillor Dach to attend the 2017 Annual Economic Developers Alberta Conference from March 22 to 24 in Banff.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.9. Date for Public Auction of Lands

#20170104009

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

Section 418 of the M.G.A. requires Council to offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid.

Section 421(1)(a) of the M.G.A. states that the properties must be advertised for sale in the Alberta Gazette not less than 40 days and not more than 90 days and in the local newspaper not less than 10 days and not more than 20 days prior to the date on which the public auction is to be held.

The date for the Public Auction of Lands for 2017 should be set for May 9 at 11:00 a.m.

Recommendation

Motion to set the date for the Public Auction of Lands for May 9, 2017 at 11:00 a.m.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.10. Rezoning Application for PSW 7-58-9-W4

#20170105008

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

A rezoning application is being presented to Council to rezone 28.66 acres in Lot 2, Block 1, Plan 7620647 in SW 7-58-9-W4. The landowner wishes to rezone the property to Country Residential One as it is in a desirable area for acreage owners. Their son would like to build a home on one parcel.

The land is within the Town of St. Paul and County of St. Paul Inter-Municipal Development Plan.

If Council considers the request to rezone the property

- the landowner will be required to prepare an area structure plan as per Bylaw No. 2013-51 - Municipal Development Plan, Section 2.2, Item 14.
- Land Use Bylaw No. 2013-50 will require an amendment to rezone the property from Agriculture to Country Residential One and Inter Municipal Development Plan No. 1563 will require an amendment to rezone the property from Urban Reserve to Country Residential.
- the Bylaws must then be advertised according to Section 606 of the M.G.A. and a public hearing held according to section 230 of the M.G.A.
- the adjacent landowners will be notified of the proposed rezoning
- the applicant will be required to hold a public consultation prior to the public hearing being held
- the Town of St. Paul will have to agree to the amendment of the IDP as well.

Recommendation

Administration is recommending that the landowner prepare an area structure plan at no cost to the County, as per the requirements in the MDP for a multi-lot subdivision to assist Council in making their decision, before proceeding with the Bylaws.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL REZONING APPLICATION

Name of Applicant: Michael & Jennifer Machura Email: _____

Mailing Address: _____

Telephone (Home): _____ (Business): _____ (Fax): _____

Registered Owner (if not applicant): Same as above

Mailing Address: _____

Telephone (Home): _____ (Business): _____ (Fax): _____

1. LEGAL DESCRIPTION OF LAND TO BE REZONED:

- a) All / part of the SW $\frac{1}{4}$ 7 section 58 township 9 range W4M
- b) Being all / parts of Lot 02 Block 1 Registered Plan 7620647
- c) Total area of the above parcel of land to be rezoned is 28.66 acres _____ (hectares)

2. ZONING INFORMATION:

- a) Current Zoning as per the Land Use Bylaw 2013-50: Agriculture
- b) Desired Zoning as per the Land Use Bylaw 2013-50: Country Residential One
- c) Proposed use as per the Land Use Bylaw 2013-50: Single Detached Dwellings
- d) Is the proposed use a permitted or discretionary use: Permitted
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan? Yes
St. Paul

f) Information in support of the rezoning:

- Property is in close proximity to St. Paul & is
desirable to acreage owners.

- My Son would like to build a home on one parcel.

Appendix 1 for 8.10.: Rezoning Application

3. LOCATION OF LAND TO BE REZONED:

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

If "yes", the adjoining municipality is _____

b) Is the land situated within 0.8 kilometres of the right-of-way of a highway? Yes ☒ No _____

If "yes" the highway is No. 29

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

If "yes", state its name _____

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

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

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

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

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

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

4. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:

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

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

Open land currently being farmed.

5. WATER SERVICES:

a) Existing Source of Water: None

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

☐ Proposed water supply to new lots by a licensed (surface) water distribution system;

☐ Proposed water supply to new lots by cistern and hauling;

☒ Proposed water supply to new lots by individual water wells.

Appendix 1 for 8.10.: Rezoning Application

6. SEWER SERVICES:

- a) Existing sewage disposal: None
- b) Proposed sewage disposal: Field System.

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

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

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

Appendix 1 for 8.10.: Rezoning Application

REGISTERED OWNER OR PERSON ACTING ON BEHALF:

I, MICHAEL & JENNIFER MACHURA hereby certify that (check one):

☒ I am the registered owner; or

☐ I am authorized to act on behalf of the registered owner

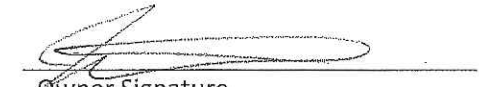
and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for rezoning.

Agent Signature

Date


Owner Signature

DEC 13/16
Date


Owner Signature

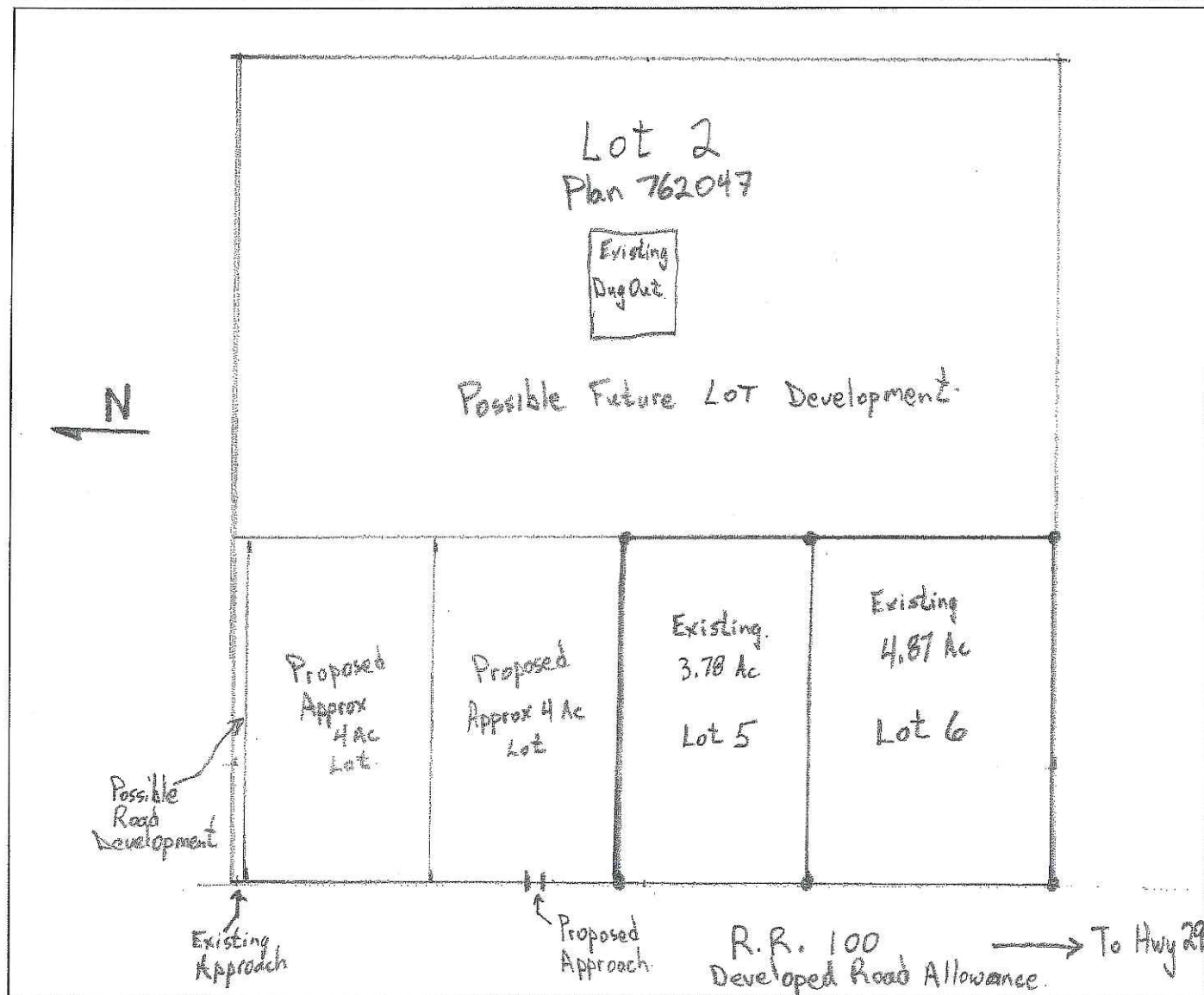
DEC 13/16
Date

Appendix 1 for 8.10.: Rezoning Application

Lot 02 Block 1 Plan 7620647 and/or Part of SW ¼ Sec 7 Twp 58 Rge 9 W4M

Proposed Sketch – please indicate/include:

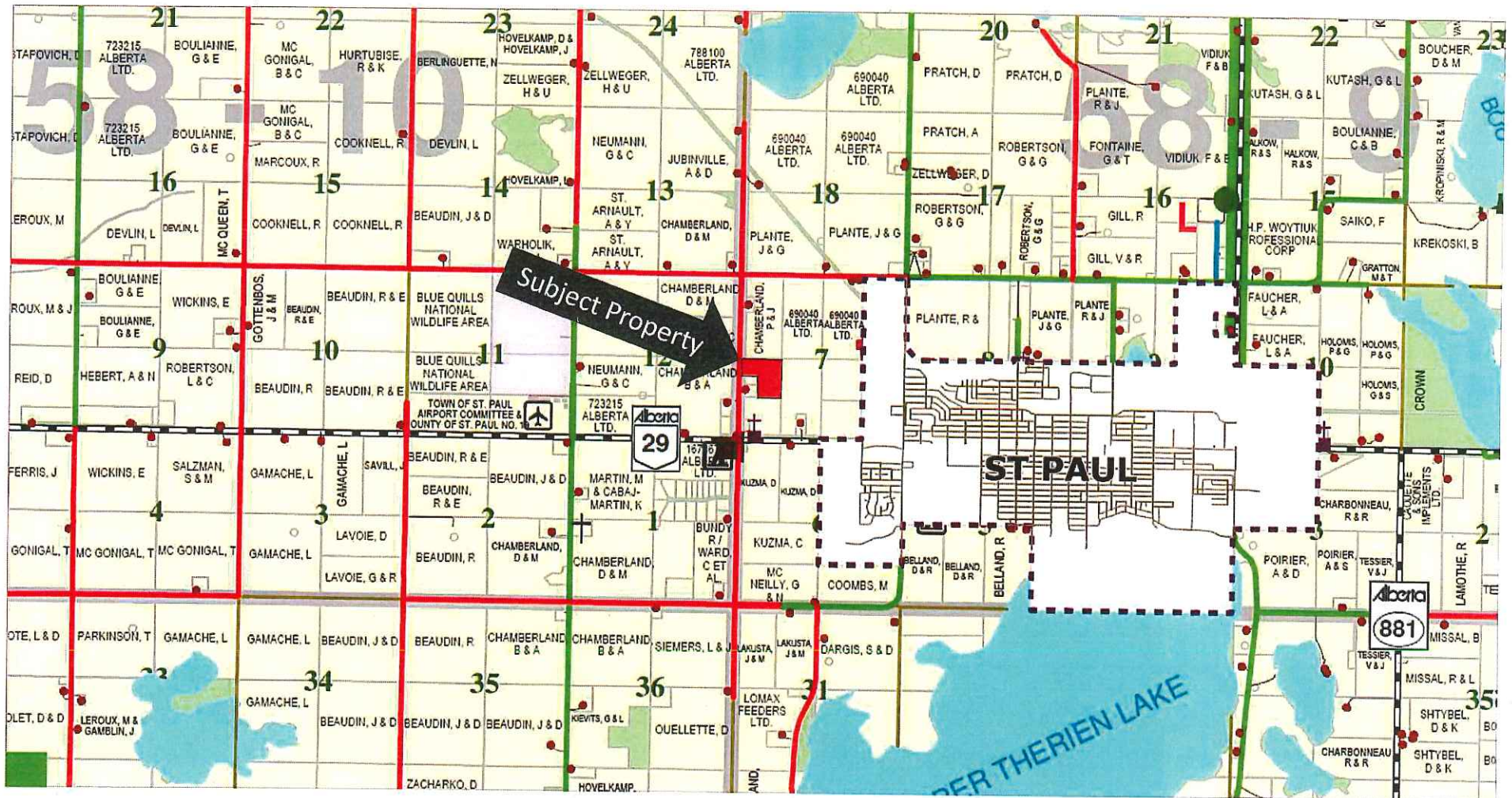
- The use, location and dimensions of buildings on the land and specify which buildings may be demolished or moved from property.
- Location of any water bodies on subject property.
- All developed and undeveloped road allowances.
- Indicate the North direction.
- Location of all right-of-way and easements within or abutting the subject property.
- Location of existing wells/ septic systems and distances from property lines to any permanent structures.
- Indicate the location, dimensions and boundaries of the land to be rezoned.
- Location of all right-of-way and easements within or abutting the subject property.
- Existing and proposed accesses on property.

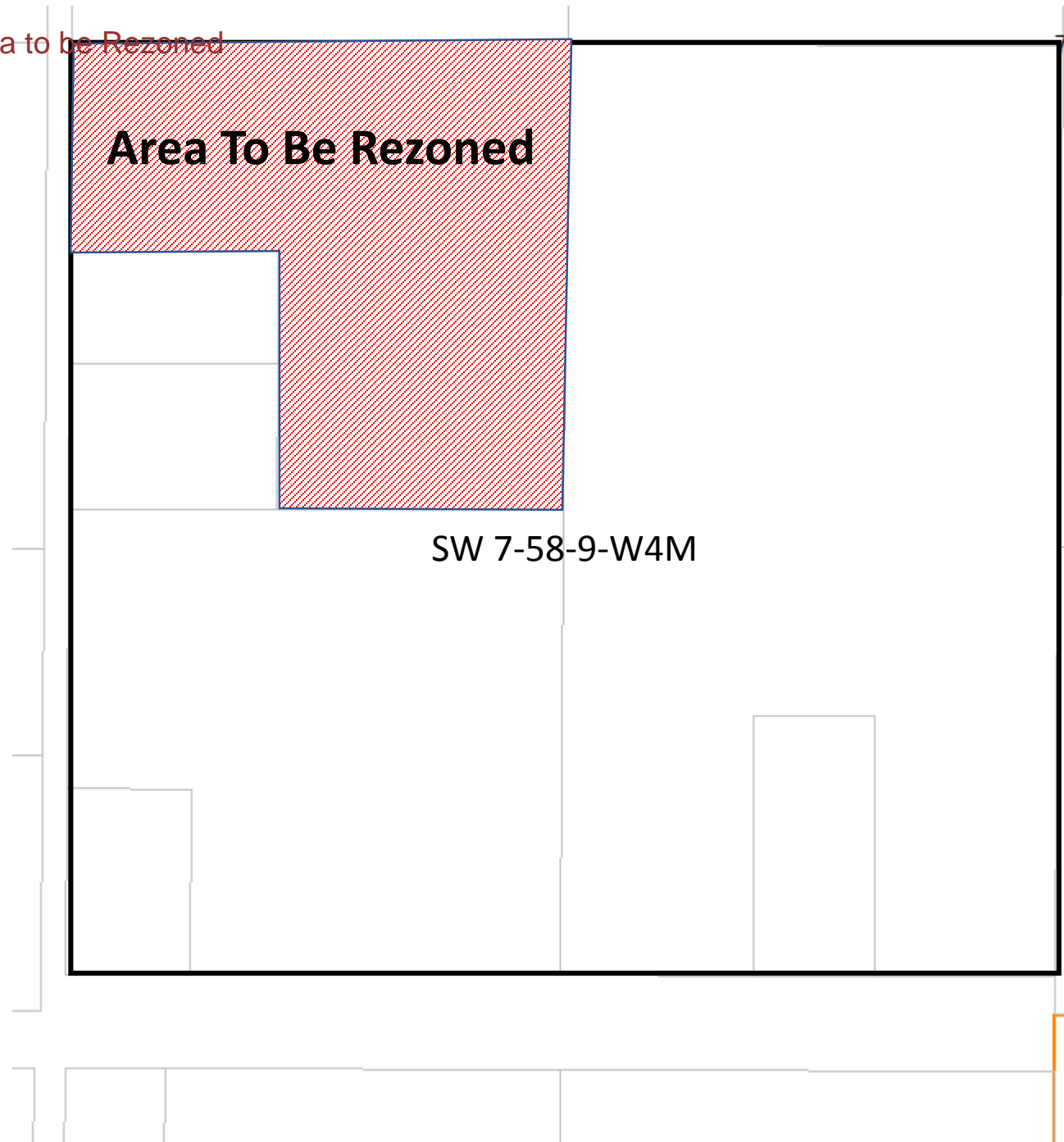


Date: _____

Signature of Applicant: _____

General Location Map







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

Issue Summary Report

8.11. Road Cancellation - Road Plan 4016BM in SE 29-55-8-W4

#20170105005

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

Road Plan 4016BM in SE 29-55-8-W4 is being presented to Council for cancellation as it is no longer required. The area to be cancelled is highlighted in purple. This is part of the old list of road cancellations being done as part of the cleanup.

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

Recommendation

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

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

WHEREAS, the County of St. Paul will register the new survey road plan.

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

All that portion of Road Plan 4016BM in SE 29-55-8-W4 containing 1.834 hectares (4.53 acres) more or less.

Excepting thereout all mines and minerals.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

January 10, 2017

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

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

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

***All that portion of Road Plan 4016BM in SE 29-55-8-W4 containing
1.834 hectares (4.53 acres) more or less
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 201__.

MINISTER OF TRANSPORTATION

Approval valid for _____ months



4.460

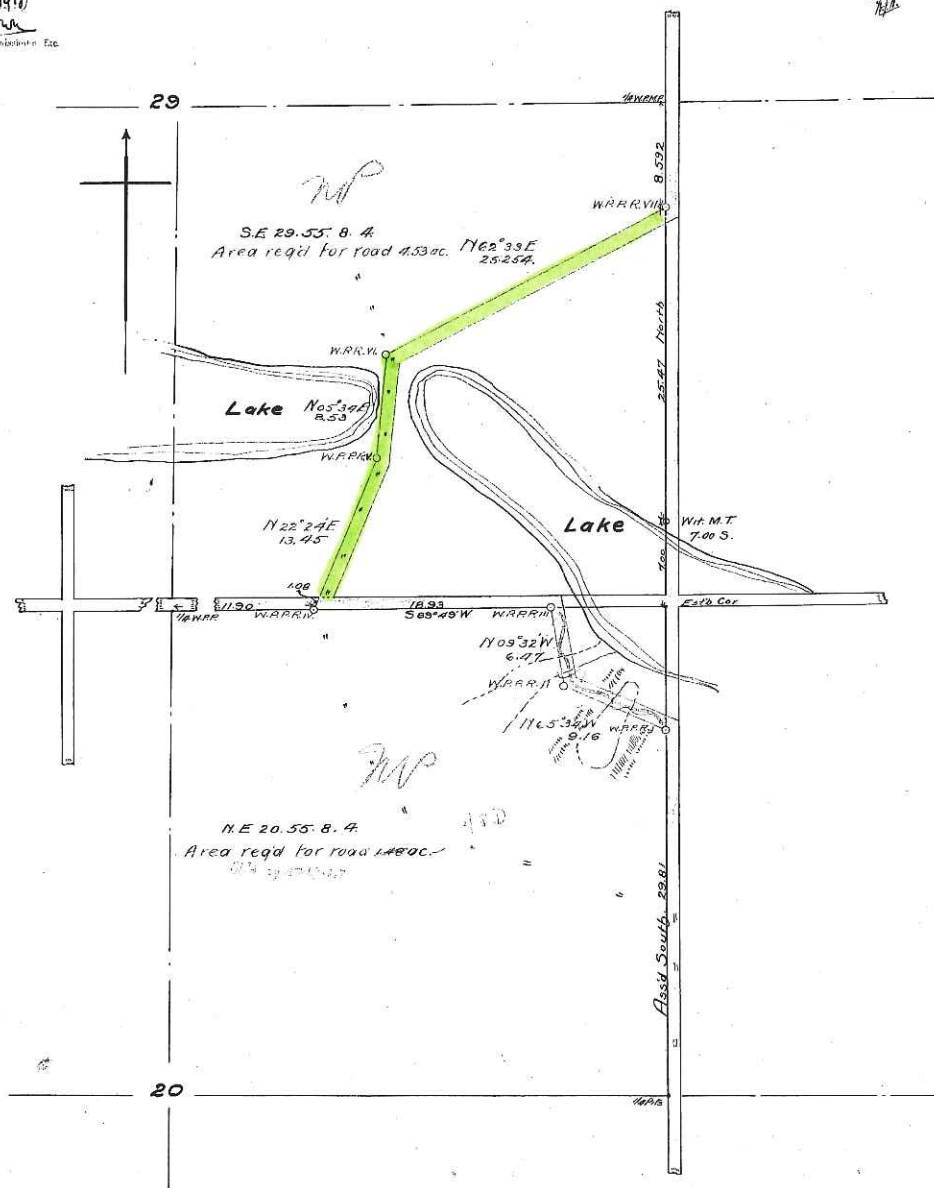
SURVEYED BY HSDAY DLS
SCALE 6 CHS - 1 INCH
1917

Harry Day Edmonton
North Alberta

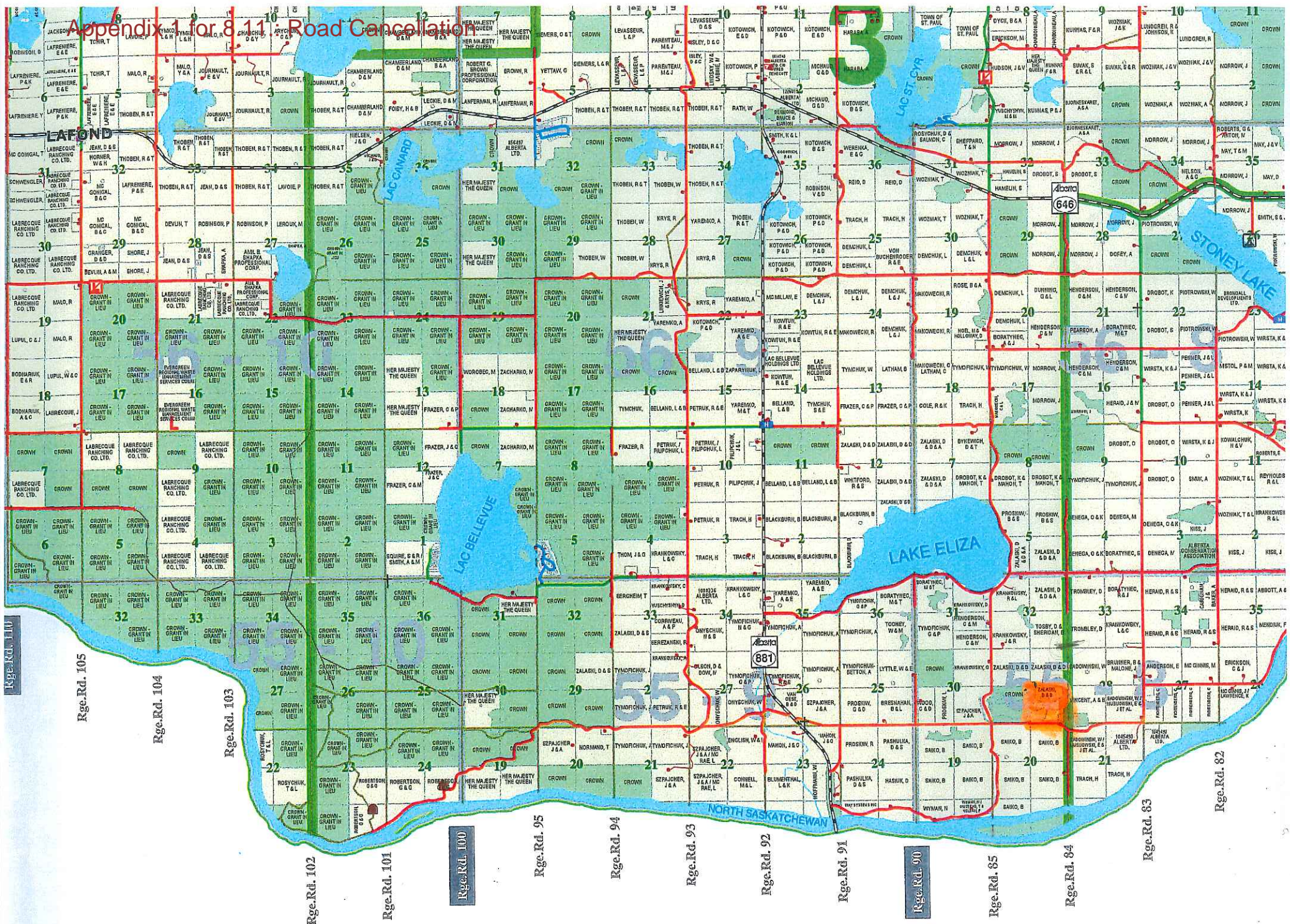
Edmonton.
5th day
February A.D. 1918
Sylvia Brown

Harry Day.

North Alberta
20th February 1918
J. D. Robertson
Ed.
13/2/18
J.D.R.



Appendix 1 for 8 11: Road Cancellati





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

Issue Summary Report

8.12. Bylaw No. 2017-1 - Licence Road Allowance

#20170105009

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

Larry Bazian applied for a licence agreement in 2014 for the undeveloped road allowance between NW 13 and NE 14-56-5-W4 but there was a typo on the legal description on the agreement - the NW and NE were inverted. The typo was discovered when Dennis was cleaning up his files and passing this duty on. In order to correct the error, we need to go through the whole process again to approve the new licence agreement.

After first reading the bylaw must be advertised and then brought back for second and third reading.

Recommendation

Administration is recommending to give first reading to Bylaw No. 2017-01, Licence Agreement for road allowance located between NW 13-56-6-W4 and NE 14-56-5-W4.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2017-01

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 NW 13-56-5-W4 and NE 14-56-5-W4.

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

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

Read a first time in Council this 10th day of January, A.D. 2017.

Advertised the day of , A.D. 2017 in the Elk Point Review.

Read a second time in Council this day of , A.D. 2017.

Read a third time in Council this day of , A.D. 2017.

Reeve

Chief Administrative Officer

UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made this day of , 2017.

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 -

LARRY BAZIAN
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

NW 13-56-5-W4 AND NE 14-56-5-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.
- 4) The term of the license granted herein shall commence on the 1st day of , 2017, and shall continue until terminated as hereinafter provided.
- 5) In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amount at the following times:
- 6) An annual fee as per the Fee Schedule Bylaw is payable on January 1st of each year during the life of this Agreement.
- 7) The rights conferred upon the Licensee by this Agreement are only personal in nature and shall not be construed as covenants running with the land and, as nothing in this Agreement confers upon the Licensee any legal or equitable estate whatsoever in the lands within the License Area, the Licensee shall not register in the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the License Area.
- 8) The Licensee must permit public access at all time. Failure to permit public access of a municipal road will result in termination of the license.
- 9) The road allowance must be maintained to the satisfaction of the County of St. Paul No. 19. All debris created during the occupation of the road allowance must be removed within a reasonable period of time to be determined by the Chief Administrative Officer or their designate.
- 10) Public access must be preserved at all times. The Licensee is not permitted to restrict access for any reason. In the event that Council approves a gate or Texas gate, public access must be preserved and no signs discouraging access such as "private property" or "no trespassing" will be permitted.
- 11) The Licensee shall not install or erect any trees, shrubs, landscaping, buildings, improvements or structures on the License Area, without approval of the County. If the County permits the Licensee to install or erect any trees, shrubs, landscaping,

buildings, improvements or structures, the same are to be constructed in a workmanlike manner so as to minimize damage to the License Area, and the Licensee shall, after any such work, restore the License area to a level and condition equivalent to that which existed prior to the commencement of any such construction and the existing grading running north to south, on the length of the Road Right-of-Way shall not be altered or obstructed by any such construction.

- 12) The licensee shall abide by all laws, by-laws, legislative, and regulatory requirements of any government relating to the use and occupation of the license area.
- 13) During the term of this license, the Licensee shall at his own expense maintain and keep the License Area in good, safe and reasonable repair and condition.
- 14) The County of St. Paul reserves the right to occupy and use the License Area in any manner whatsoever, provided that the County shall not unreasonably interfere with the activities permitted to a Licensee. These include, but are not limited to, access of third parties for the installation of underground or above ground utility lines, pipeline facilities, transmission lines, and drainage swells.
- 15) In the event that the County deems it necessary or appropriate to cause or allow third parties to construct or install permanent underground or above-ground utility lines, pipelines facilities, transmission lines and drainage wells which will cross the License Area, or to perform such other work upon the License Area as may be deemed necessary in the sole discretion of the County, the Licensee shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the County or any person to whom the County has granted such permission, and further, the Licensee shall forthwith, upon the request of the County, execute such further documentation as deemed appropriate in the sole discretion of the County for the purposes of expediting or permitting the construction or installation of permanent underground or above ground utility lines, pipeline facilities, transmission lines and drainage swells or other such work within the License Area by the County or the nominee of the County.
- 16) The Licensee shall carry liability insurance as follows:
 - comprehensive general liability insurance with insurable limits of no less than TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident;
 - such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County;
- 17) The Licensee shall provide proof of such insurance to the satisfaction of the Chief Administrative Officer or their designate upon request.

- 18) The Licensee is responsible for any claims, demands, suits, proceedings, or actions whatsoever that may be brought against the County due to the actions of the Licensee.
- 19) The Licensee, by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Licensee without any reasonable hindrance, molestation or interruption from the County.
- 20) The License shall not, without the prior written consent of the County, assign either in whole or in part any of the rights herein conferred upon the Licensee.
- 21) If, in the opinion of the County, the Licensee undertakes or permits any activity whatsoever within the License Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Licensee has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may:
 - (a) Give the Licensee fourteen (14) days to rectify or remedy any such nuisance or improper activity, and failing the Licensee remedying or rectifying such nuisance or improper activity, the license and the rights herein conferred upon the Licensee shall terminate and the Licensee shall forthwith vacate the License Area;
 - OR
 - (b) Give the Licensee notice of immediate termination of the license and the rights herein conferred upon the Licensee and the Licensee shall forthwith vacate the License Area.
- 22) Notwithstanding anything to the contrary contained herein, the County shall have the absolute right and privilege to terminate the license herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Licensee thirty (30) days written notice of such termination.
- 23) Upon termination of the License, the Licensee is required to restore the Road Allowance to its former condition, to the satisfaction of the Chief Administrative Officer or their designate. All improvements, additions, or alterations must be removed.
- 24) Similarly, the Licensee shall have the right to terminate this license upon providing to the County thirty (30) days written notice of such termination.
- 25) Any notice to be given by one party to the other shall be in writing and shall be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after

the day of mailing, providing that normal postal services are in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given:

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

To the Licensee at: Larry Bazian (Box 12, Heinsburg, AB T0A 1X0)

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

CANADA)	I,
)	
PROVINCE OF ALBERTA)	OF THE TOWN OF ST. PAUL,
)	
TO WIT:)	IN THE PROVINCE OF ALBERTA,
)	
)	MAKE OATH AND SAY:

- SWORN BEFORE ME at the _____)
of _____, in the Province of)
Alberta, this ____ day of _____, 20____)
_____)
- A COMMISSIONER FOR OATHS IN AND)
FOR THE PROVINCE OF ALBERTA)



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

Issue Summary Report

8.13. Request for Permission to Clear Small Brush and Dead Fall #20170106005

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

Dale Stark is requesting permission to clear small brush and deadfall on the unleased portion of the undeveloped road allowance between NE 22-57-10-W4 and NW 23-57-10-W4. They want to clear the area so they can access the lake with their snow machines and they will be able to do so without crossing through private fields.

Recommendation

Administration is recommending to

Additional Information

Originated By : pcorbiere

Appendix 1 for 8.13.: Map





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Issue Summary Report

8.14. John Holley - Request for Further Compensation

#20170106006

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

John Holly is requesting further compensation for his 3.29 acres of land, for the 8 years while he was negotiating the sale of land to the County. He is suggesting that the County compensate him a minimum of \$2,200 per year from October, 2017 when the negotiations began to March, 2015 when the agreement was completed. In 2015 Mr. Holley signed an Agreement with the County to Acquire Road Right of Way and he was compensated for the land which included the existing road.

Recommendation

Administration is recommending to deny the request for further compensation on the NW 13-57-6-W4.

Additional Information

Originated By : pcorbiere

RECEIVED DEC 19 2016

County of St. Paul
5015 -49 Ave,
St. Paul, Alberta.
T0A 3A4

5514- 56 St. Barrhead,
Ab. T7N 1C6
Dec. 13, 2016

Re Compensation for Historical Occupation of Land
N 1/2 of NW 13-57-6-W4

Dear Ms.Kitz

For nearly a century a roadway belonging to my father ,then later to myself was used by the County . By having the roadway located where it was, an adjoining slice of land was not able to be used because of lack of access. The total amount of land rendered unusable amounted to 3.29 acres. Even though this land could not be used by the owners, land tax was paid to the County consistently.

After over 8 years of attempting to fairly negotiate with the County which included putting together 5 proposals that were completely rejected,I realized that I would loose the land to the County unless I undertook an expensive court battle or settled with them for what they offered. I therefore grudgingly sold out to the County for 1300.00 /acre.-\$4277.00. There is no doubt that a 3.29 acreage lot ,treed with spruce and poplar with a ravine, as is the case would have sold for at least \$30,000.00.

The \$4277.00 paid to me by the County addresses the cost of the land in question but does not cover the many years that we were not able to use the land occupied by the County. I believe I have been gracious with the County and proactive in proposing solutions. I believe I should be compensated for annual impacts for at least the approximately 8 years it took to negotiate the sale of the land to the County.

My oil lease pays me annually at a rate of \$4500.00 per year for loss of use and adverse effect I experience on 3.5 acres. Considering the location and impacts experienced from the then "unregistered road", I would suggest payment of a min.rate of \$2,200.00 per year for the 3.29 acres from October /07 (negotiations began) to March /15 (agreement completed). This does not include approx. 90

years of prior non use of the property, living with the burden of being sued by victims of a road accident ,and paying taxes on land taken over by the County. These approx. 90 years are in the past and I am not interested in pursuing that unfortunate past. Recognition by the County for my fathers contribution would be much appreciated, however.

I trust that you will review the second last paragraph commencing with "My oil lease-----", of this submission, and look for a fair and equitable solution.

Sincerely,

A handwritten signature in black ink, appearing to be 'John Holley', with a stylized, looping flourish extending to the right.

John Holley

10. Reports

10.1. CAO REPORT



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www.county.stpaul.ab.ca

Issue Summary Report

10.1. CAO Report

#20170104001

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : skitz

11. Upcoming Meetings

- 11.1. JANUARY 11 AT 5:30 P.M. - CLUB ROOT MEETING
@ FLAT LAKE HALL
- 11.2. JAN. 13 @ 9:30 A.M. - AAMD&C ZONE MEETING
- 11.3. JAN. 19 @ 6:00 P.M. - ELK POINT AIRPORT
COMMITTEE - OPEN TO ALL OF COUNCIL
- 11.4. JAN. 23 - 27 - AG SERVICE BOARD CONFERENCE



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Issue Summary Report

11.1. January 11 at 5:30 p.m. - Club Root Meeting @ Flat Lake Hall #20170106002

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : pcorbiere



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Issue Summary Report

11.2. Jan. 13 @ 9:30 a.m. - AAMD&C Zone Meeting

#20170106004

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : pcorbiere



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Issue Summary Report

**11.3. Jan. 19 @ 6:00 p.m. - Elk Point Airport Committee - Open to all
of Council** #20170106009

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : pcorbiere



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Issue Summary Report

11.4. Jan. 23 - 27 - Ag Service Board Conference

#20170106003

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : pcorbiere

12. Financial

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



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

Issue Summary Report

12.1. Listing of Accounts Payable

#20170104004

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Background

A listing of Accounts Payable for the month of December, 2017 will be provided for Council's review.

Recommendation

Motion to file the listing of Accounts Payable for the month of December, 2017 as circulated:

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

Originated By : pcorbiere



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Issue Summary Report

12.2. Budget to Actual

#20170104002

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Recommendation

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

Additional Information

Originated By : skitz



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www.county.stpaul.ab.ca

Issue Summary Report

12.3. Council Fees - January Payroll Reminder

#20170104003

Meeting : January 10, 2017

Meeting Date : 2017/01/10 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : tmahdiuk