



***County of St Paul No 19***  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

**March 14, 2017**

Tuesday, March 14, 2017

Start time 9:00 AM

**AGENDA**

1. **Call to Order**
2. **Minutes**
  - 2.1 **February 14, 2017 (2017/02/14)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **In Camera**
  - 5.1. **In Camera**
6. **Business Arising from Minutes**
7. **Delegation**
  - 7.1. **10:00 a.m. - Lottie Lake Community Association**
  - 7.2. **11:00 a.m. - Pierre deMoissac, Leo deMoissac & Robert Lajoie**
  - 7.3. **11:30 a.m. - Hinano Rosa, Executive Director of Mannawanis Friendship Centre**
8. **New Business**
  - 8.1. **Dewberry Ag Society - Request for Funding**
  - 8.2. **Senior Transportation Grant**
  - 8.3. **Funding Request 3rd Annual Protection for the Unprotected Show and Shine**
  - 8.4. **SLGM Mountain Refresher Conference - May 16-19**
  - 8.5. **Request to Name Road - Severin Road**
  - 8.6. **Date for Annual Meeting**
  - 8.7. **Bylaw No. 2017-05 Utilities Bylaw**
  - 8.8. **Bylaw No. 2017-06 - Fee Schedule Bylaw**
  - 8.9. **Bylaw No. 2017-07 Noise Bylaw**
  - 8.10. **Bylaw No. 2017-08 Fire Bylaw**
  - 8.11. **Bylaw No. 2017-09 Cemeteries Bylaw**
  - 8.12. **Bylaw No. 2017-10 Dog Control Bylaw**

- 8.13. **Bylaw No. 2017-11 Municipal and Reserve Lands Regulation Bylaw**
- 8.14. **Bylaw No. 2017-12 Corridor Regulation Bylaw**
- 8.15. **Bylaw No. 2017-13 Penalties Bylaw**
- 8.16. **Bylaw No. 2017-14 - ER Lease - Lot 28ER, Block 2, Plan 8023220**
- 8.17. **Bylaw No. 2017-15 - Amend LUB - Wording Change - Section 7.18**
- 8.18. **Internet Towers within the County of St. Paul**
- 8.19. **2016 Regional Strategic Plan Update**
- 9. **Correspondence**
- 10. **Reports**
  - 10.1. **CAO Report**
- 11. **Upcoming Meetings**
  - 11.1. **March 20-22 - AAMDC Convention**
  - 11.2. **March 28 @ 10:00 a.m. - Public Works**
  - 11.3. **March 28 @ 1:00 p.m. - ASB**
  - 11.4. **March 30 @ 6:00 - 8:30 p.m. - Area Structure Plan St. Paul North Open House**
- 12. **Financial**
  - 12.1. **Budget to Actual**
  - 12.2. **Listing of Accounts Payable**
  - 12.3. **Council Fees**
- 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](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 5.1. In Camera

**#20170310002**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

In Camera items to be presented at the meeting.

#### Recommendation

---

Motion to go in camera as per Section 27 of the FOIP Act.

#### Additional Information

---

**Originated By :** pcorbiere



## 7. Delegation

- 7.1. 10:00 A.M. - LOTTIE LAKE COMMUNITY ASSOCIATION
- 7.2. 11:00 A.M. - PIERRE DEMOISSAC, LEO DEMOISSAC & ROBERT LAJOIE
- 7.3. 11:30 A.M. - HINANO ROSA, EXECUTIVE DIRECTOR OF MANNAWANIS FRIENDSHIP CENTRE



*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 7.1. 10:00 a.m. - Lottie Lake Community Association

**#20170307008**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Representatives from the Lottie Lake Recreational Community Association will be in to request information from Council regarding the upgrade to Epcor water for their community. Attached is a list of questions they are seeking clarification on - New Water Rates, Water Transmission Infrastructure and Historical Documentation.

#### Additional Information

---

**Originated By :** pcorbiere

## Appendix 1 for 7.1.: Letter

Ms. Sheila Kitz

March 6, 2017

Chief Administrative Officer  
County of ST. Paul No. 19  
5015 49 Ave  
St. Paul AB T0A 3A4

RECEIVED MAR 06 2017

Dear Ms. Kitz

We, The Lottie Lake Recreational Community Association, respectfully ask if a delegation of four or more from our membership may attend the next St. Paul Council meeting, March 14. Everyone in our community is elated that after so many years of substandard water coming out of our taps we now have potable water.

However, there are several questions that members of our community would like answered regarding the upgrade to Epcor water for our community. Here is a list of questions we have encountered after doing an informal poll of our residents, for which we would appreciate your feedback.

### NEW WATER RATES

1. What are the "recovery costs" that the proposed water fee of \$60.00 per month fee would cover? Can you provide the calculations for which this fee has been assessed?
2. How was the proposed per cubic meter rate of \$4.90 calculated, as we understand the Epcor supplied rate at the Spedden pipeline connection is \$2.20 per cubic meter. Please provide the calculations for this proposed rate so our community members have a better understanding of why the water rate will more than double the cubic meter rate of the Epcor supplied water.
3. May we have a copy of the Urban Systems Engineering report on rate changes?
4. May we have a copy of the Service Agreement on Utilities for Ashmont Regional Waterline?

### WATER TRANSMISSION INFRASTRUCTURE

5. We are aware that our distribution lines within Lottie Lake have a 26% water loss. How is the discrepancy between the Epcor metered water in and the actual metered lot readings going to be calculated and paid?
6. When will a proper flushing of our existing water distribution lines be done, including a complete draining, cleaning and inspection of our reservoir?
7. Has the County a contingency plan to replace the aging distribution water line infrastructure in our community?
8. When can we expect proper hydrants to be installed that meet code requirements of NFPA, AES and other standards organizations?
9. Have the Lottie lake household meters been calibrated recently? Do the distribution lines in our community allow for the correct water pressure to be maintained in order to calibrate the meters correctly so that accurate billable cubic meters can be recorded?

### HISTORICAL DOCUMENT REQUEST

10. We have been told that our previously supplied non potable water was "subsidized". Can you provide a detailed financial report for the time frame (of the subsidy) to support the "subsidized argument"?
11. The three county employed water operators hold varying levels of water certificates. Have they all signed the Operator Code of Conduct as required? If so, can the County provide a copy?

Regards,  
Lottie Lake Recreational Community Association

Dave Neary, President

Dan Rybak, Vice President



*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

**7.2. 11:00 a.m. - Pierre deMoissac, Leo deMoissac & Robert Lajoie #20170307010**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

### Background

---

Pierre deMoissac, Leo deMoissac and Robert Lajoie will be in to speak with Council regarding a land issue.

### Recommendation

---

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

### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 7.3. 11:30 a.m. - Hinano Rosa, Executive Director of Mannawanis Friendship Centre

#20170307011

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The Mannawanis Native Friendship Centre(MNFC) has been advised to expect a delay in core/core-like funding from the federal Government in the 2017-18 fiscal year. They are preparing to enter into the next fiscal year without any federal core funding program in place. The Alberta Native Friendship Centre Association is insisting that each Friendship Centre's Board of Directors develop a financial and operational risk management plan that will allow their Friendship Centre to maintain operations for a minimum of four months without core funding, starting April 1, 2017. The MNFC has requested funding from the Town of St. Paul and will also be requesting funding from Saddle Lake, Kehewin and Goodfish Lake Cree Nations. They are looking for total funding of \$27,908.52 so they can maintain their operations at minimal service.

Hinano Rosa, Executive Director with the Mannawanis Native Friendship Centre will be in to request financial assistance for their next fiscal year starting April 1, 2017.

#### Additional Information

---

**Originated By :** pcorbiere



**MANNAWANIS NATIVE FRIENDSHIP CENTRE SOCIETY**

Box 1358, 4901 – 50 ST  
St. Paul, Alberta T0A 3A0  
Phone: 780-645-4630 Fax: 780-645-1980  
Email: [mnfc@mcsnet.ca](mailto:mnfc@mcsnet.ca)

March 2, 2017

To: Phyllis Corbiere  
Executive Assistant  
County of St Paul  
5015-49 Avenue, St Paul, Ab. T0A 3A4

RE: Letter to the Honourable Reeve and St. Paul County Councillors

Dear Sirs/Madams,

The Mannawanis Friendship Centre (MNFC) in St. Paul has 39 year history of providing a variety of services and programming to both indigenous, and non-indigenous peoples from across our region. Over that time we have partnered with many organizations on many activities and projects to encourage stronger relationships between all peoples who live in this multi-cultural community as part of our mandate.

In a letter to Executive Directors sent out on February 15, 2017 (see attachment) by Alberta Native Friendship Centres Association which oversees 19 Friendship Centres in Alberta, the National Aboriginal Friendship Centres Association was still in negotiations with Indigenous and Northern Affairs Canada to develop a better long term contract and package for local FCs to provide more stability and security.

As outlined in the letter received FCs will have to develop a financial and operational risk management plans in order to keep our doors open for a minimum of four (4) months. . As outlined in the attachment, we cannot expect expenses incurred to be recouped through a new federal core funding program as eligible expenditures may only begin as of the funding agreement signing date. Our plan beginning April ,2017 is to reduce service hours to 3 times a week, reduce staff hours and lay-off two Administrative staff if we are able to secure funding from other sources.

We have currently met with St. Paul Town Council and their decision may be based on outcomes through from our March 14, 2017 meeting with the County. We plan to meet with Chiefs and Councils of Saddle Lake Cree Nation, Kehewin Cree Nation and Goodfish Lake Cree Nation when we are able to get on their agendas.

In order for MNFC to maintain our operations at a minimal service, we are seeking a grant that will total of \$27,908.52. The grant will go to the following in order for the Centre to operate:

## Appendix 1 for 7.3.: Letter

Rent: total 4,744.24 at \$1186.06 per month

Utilities: total \$3037.00 at \$759.00 per month

Executive Assistant: total \$12,527.28 at \$3, 131.82 per month (full time)

Receptionist/Maintenance: total \$7,600.00 at \$1900 per month (part-time)

We urge the Honourable Reeve and County Council to write letters of support to Minister Carol Bennett for a renewed Federal investment in an Indigenous Friendship Centre Program (IFCP) for Canada's most expansive and recognizable urban Indigenous service delivery infrastructure..

Should you need more information regarding this matter please feel free to contact us.

In friendship,

A handwritten signature in black ink that reads "Hinano Rosa". The signature is written in a cursive, flowing style.

Hinano Rosa

Executive Director





February 15, 2017

**ALBERTA NATIVE  
FRIENDSHIP  
CENTRES  
ASSOCIATION**

10336-121 Street  
Edmonton, AB T5N1K8  
Tel: (780) 423-3138 ext. 207  
Fax: (780) 425-6277  
emilea.anfca@telus.net

Aboriginal Friendship  
Centre of Calgary

Athabasca Native  
Friendship Centre Society

Bonnyville Canadian  
Native Friendship Centre

Canadian Native  
Friendship Centre

Cold Lake Native  
Friendship Centre

Edson Friendship Centre

Grande Prairie  
Friendship Centre

High Level Native  
Friendship Centre

High Prairie Native  
Friendship Centre

Hinton Friendship Centre

Lac La Biche Canadian  
Native Friendship Centre

Lloydminster Native  
Friendship Centre

Mannawans Native  
Friendship Centre

Napi Friendship  
Association

Nistawoyou Association  
Friendship Centre

Red Deer Native  
Friendship Society

Rocky Native  
Friendship Centre Society

Sagittawa  
Friendship Centre Society

Sik-oo-kotoki  
Friendship Society

Slave Lake Native  
Friendship Centre Society

**Notice to All Alberta Member Friendship Centres**

**Re: Funding Delays for Fiscal Year Starting April 1, 2017**

Dear Friendship Centre Executive Directors and Presidents,

Please take time to carefully read through this email, print it out and share it with your Board of Directors, and as a matter of discussion at your Friendship Centre's next Board of Directors meeting.

On October 20<sup>th</sup>, 2016, all Executive Directors received an email with an update on a number of items: *Indigenous Friendship Centre Program, Current Funding Situation, Risk Management Preparations, Mobilizing the Friendship Centre Movement and Key Messages*. I have attached a copy of this email to this correspondence for your reference. It will be useful to review this initial communication, as it provides more background on some of the matters that will be addressed in this letter.

As of today, ANFCA has not yet been informed of the Federal Budget 2017 or of what program will be replacing the Urban Aboriginal Strategy (UAS) after March 31, 2017. As you are aware, the UAS contains the two funding programs called Community Capacity Support (CCS) and Urban Partnerships (UP); the CCS Program is where our Friendship Centres access their federal core-like funds. ANFCA has been advising our member Friendship Centres to expect a delay in core/core-like funding from the Federal Government in the fiscal year of 2017-18.

We are now expecting that the Federal Budget 2017 is going to be further delayed and will not be announced until late March 2017. We want Friendship Centres to prepare for the possibility of an even longer delay of up to four months, which would mean that Friendship Centres may not be able to apply for any core/core-like expenses from the Federal Government until as late as August 1, 2017.

Each Friendship Centre must prepare to enter the next fiscal year as of April 1, 2017, without any federal core funding program in place. We realize that this is going to place an immense amount of financial difficulty on our member Friendship Centres. However, **the ANFCA is insisting that each Friendship Centre's Board of Directors develop a financial and operational risk management plan that will allow your Friendship Centre to maintain operations for a minimum of four (4) months without core funding** after the CCS Program ends on March 31, 2017.



## Appendix 2 for 7.3.: Funding Delay Update

We need to emphasize that all core operational expenses your Centre incurs as of April 1, 2017 must be paid for by another approved revenue source which could include:

- another core-like funding grant, which you have been approved to use for core-like expenses, (eg. *Alberta Indigenous Relations grant*)
- **unrestricted** savings (*ensure that all financial policies are followed in utilizing savings, and that proper Board decisions are documented*)
- **unrestricted** self-generated revenue, sponsorship, donations/fundraising (*ensure that all financial policies are followed in utilizing these sources, and that proper Board decisions are documented*)

When making decisions, keep in mind that there is no expectation that expenses your Friendship Centre incurs can be recouped through a new federal core funding program; eligible expenditures may only begin as of the funding agreement signing date.

Considerations in your financial and operational risk management plan may also include operational arrangements such as reducing service hours (drop-in hours, program access hours, etc), reducing travel plans, reducing staff hours or laying-off staff, delaying major events or activities, etc.

We realize that these decisions will be extremely difficult, but we want to ensure that we are being as responsible, communicative and accountable to our Alberta Friendship Centres as we can be in asking you to take preparatory actions now.

**Furthermore, please notify Emilea Saadeh of your Centre's plans for managing a minimum 4 month funding delay until August 1, 2017. ANFCA will use these plans to provide additional support to you, as we are able to, and to inform our ANFCA Executive Committee and our National Negotiating Committee representative of the impacts the delay is having on each Friendship Centre.**

We will continue to remain hopeful and optimistic that the significant delay we are experiencing will result in a positive program outcome for the Friendship Centre Movement. Our National Negotiating Committee (NNC) has continued to engage with the Federal Government to negotiate for an Indigenous Friendship Centre Program (IFCP) on behalf of all Friendship Centres in Canada.

**We encourage your Centres to continue engaging with government representatives – particularly Members of Parliament (MPs),** but also Members of Legislative Assembly (MLAs) and municipal representatives. We will include briefing notes on Key Messages and the Indigenous Friendship Centre Program that you may use as speaking points. ANFCA will also re-email the engagement tools that were drafted by the NAFC and originally emailed to Friendship Centres on December 5<sup>th</sup>, 2016. Please keep a note of all types of engagement that you have had with government representatives or staff with respect to core funding and/or the IFCP in the past year. A separate email with a simple engagement tracking tool will be sent out to your Centres in March.

Thank you for your continued dedication to your communities and to the Friendship Centre Movement. Emilea Saadeh will continue to follow up with Centres in communicating information on the Federal Budget 2017 and core-funding implications as they become available.

In friendship,

Emilea Saadeh, ANFCA UP Administrator

[Emilea.anfca@telus.net](mailto:Emilea.anfca@telus.net)/ 780-423-3138 ext 203 or 780-265-2609

Cc: Staci Poirier, ANFCA Finance Manager

Copy of Previous Communication  
For background and reference.

**From:** Emilea  
**To:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Cc:** \_\_\_\_\_  
 \_\_\_\_\_  
**Subject:** CORE FUNDING CONSIDERATIONS and PREPARATIONS  
**Date:** October 20, 2016 3:35:44 PM  
**Importance:** High

---

Dear Friendship Centres,

Please take time to carefully read through this email, print it out and share it with your President and as a matter of discussion at your Centre's next Board of Directors meeting. I have a number of items for your consideration: Indigenous Friendship Centre Program, Current Funding Situation, Risk Management Preparations, Mobilizing the Friendship Centre Movement and Key Messages.

### **Indigenous Friendship Centre Program (IFCP)**

Nelson, Merle and myself attended the NAFC Presidents and Executive Directors meeting this week, where much of the discussion was focused on the future of the Urban Aboriginal Strategy (UAS), through the Ministry of Indigenous and Northern Affairs Canada (INAC). We were provided information on the National Negotiation Committee's (NNC) activities, on INAC's engagement meetings they conducted over July-August 2016, on NAFC's Engagement Survey outcomes and on the political climate, which included funding timeline forecasts that NAFC is expecting.

While the specific plans and activities of what the NAFC's National Negotiation Committee (NNC) are kept confidential to those not on the NNC, they shared that they are still in active discussions with INAC on the proposed Indigenous Friendship Centre Program (IFCP) model. The IFCP would somewhat be a return to the old core-funding Aboriginal Friendship Centre Program (AFCP) model that Friendship Centres accessed between 1988-2013, and which was effectively administered directly by NAFC and PTAs since 1996.

### **Key features that the Friendship Centre Movement (FCM) are advocating for in the IFCP model include:**

- **Multi-year agreements.** Ideally, a 5 year agreement, without any requirement for annual applications, would provide a stable and predictable funding base from which Friendship Centres (FCs) could operate more efficiently and could leverage other funding more effectively.
- **Increased core operational funding.** Friendship Centres require core funding that more closely matches the actual cost of operations to keep the doors open, provide adequate staff salaries, and provide an appropriate level of programs and services.
- **Dedicated Youth funding.** FCs require additional dedicated funding to support ongoing, uninterrupted youth engagement and leadership development initiatives such as youth centres.

### Current Funding Situation

As you are aware, the Government of Canada's Federal Budget 2016, announced on March 22, 2016, extended the UAS funding for one year (April 1, 2016-March 31, 2016), while including a commitment that *"the Government of Canada will work to identify ways to strengthen the program to more effectively meet the needs of urban Indigenous peoples."* While the NNC has been negotiating specifically for the IFCP since at least 2015 as far as I'm aware of, given the drastic changes to government and certain treasury board conditions, change to the UAS structure has been slow. NAFC is feeling that given the lateness in this fiscal year, with only 5 months remaining in the fiscal year, our Friendship Centres will have to prepare for the likely circumstance that we will enter the April 1, 2017 fiscal year without any core funding agreement in place. We know **that INAC has not yet developed or re-designed the UAS for the next fiscal year**, and whatever decision is made on the re-design, it is unlikely that it will be finalized in time to sign agreements, commit funding or deliver funding to Friendship Centres for April 1, 2017. To be clear, **we are quite positive that an agreement for funding will be achieved in some form, but we are not positive that the agreement will be completed quickly enough for the April 1, 2017 fiscal year start.**

### Risk Management Preparations

Given this situation, and based upon prior experience in establishing agreements, Friendship Centres may be without a core funding agreement for approximately 3 months (April 1-June 30, 2017). The ANFCA is insisting that each Friendship Centre's Board of Directors **develop a risk management plan that will allow your Friendship Centre to maintain operations for a minimum of 3 months without core funding** from what is currently called Community Capacity Supports (CCS).

This plan may include financial decisions such as accessing and re-directing savings, gaming funds, fundraising, self-generated funding or sponsorships/donations. You must ensure that any monies you are re-directing to core costs are not part of another funded program/project or that they are restricted to another use in any way. You can't expect to be able to "pay-back" any of these funds.

We would hope that these 3 months of operations could be met through financial preparations and plans, but if not, you will also need to consider and enact additional operational arrangements to stretch your available dollars. This may involve considering flexibility to alter "open" hours, service/program delivery hours or ways that you conduct program/service delivery (eg. reducing travel) and staffing arrangements.

As tough as it is to write an email asking FCs to make these sorts of risk management plans, it is the most responsible and accountable action we can take in preparation for the new fiscal year. We hope it does not come down to this significant delay in an agreement and in funding, but it would be negligent of the ANFCA if we were not being open with you in asking that FCs take preparatory actions now.

### Mobilizing the Friendship Centre Movement

The NAFC and the NNC are calling on **all our Friendship Centres to mobilize our staff, board and members in encouraging Members of Parliament (MPs) to make**

**expedient and supportive UAS decisions** of great benefit to the urban Indigenous people in our urban centres who rely on the services of Friendship Centres. Please **discuss a plan with your Board on how to best engage with the MPs** in your ridings. The most impactful engagement would be to formally invite your MP to visit your Friendship Centre. Special events such as annual Christmas Dinners may be good opportunities for invitations, and some MPs may enjoy these opportunities to volunteer for their own PR.

Another very strong voice to have in the engagement will be that of your youth. For those who have youth councils or organized youth programs, you could consider **mobilizing youth to contact MPs**. Youth groups may even want to develop a social media campaign about your local Friendship Centre, its programs/services and impact on the community.

In addition to **formal invitations**, we are suggesting that you **call, email and mail** your MPs. If you would like assistance in obtaining contact information for your MP, please let me know.

### Key Messages

For clear, consistent communications by the FCM, the following key messages have been developed about Friendship Centres and about core funding to Friendship Centres:

#### *Friendship Centres: A History of Success*

- With more than **60 years of experience**, Friendship Centres have proven to be the most effective program and service delivery institution for Indigenous people in Canada's urban centres.
- With a presence in **118 communities** across Canada, Friendship Centres can play a key role in advancing federal priorities for Indigenous people in urban areas. Friendship Centres represent significant value for money. In 2015, for every federal dollar invested **an additional \$11 was leveraged** from other sources.
- **As a central cultural hub** in the communities we serve, we **understand the challenges** facing our Indigenous people in Canada's urban centres, including population growth, access to education, health and other barriers to employment while helping them to develop the economic resilience they need to live a good life and to strengthen Canada's economic, social and cultural life.
- The Friendship Centre Movement is a key **partner in reconciliation**. In welcoming the Truth and Reconciliation Commission's Calls to Action, we are seeking commitments to meaningful actions to address the Commission's findings. In particular, the NAFC has highlighted community-based opportunities for youth and the commitment to a multi-year National Action Plan for Reconciliation as opportunities for Friendship Centres to play a central role in advancing reconciliation in Canada.
- FCs are the most viable and appropriate urban Indigenous institutions to facilitate Indigenous human resource development; to facilitate community development; to facilitate economic development, innovation and social entrepreneurship; and to

promote volunteerism and participation in community services.

### ***Core Funding: Serving Canada's Urban Indigenous People***

- As nearly **60% of Indigenous people in Canada live in urban areas** it is imperative that Friendship Centres are funded to assist this vulnerable population to overcome barriers to greater social and economic inclusion.
- A core funding program is necessary to provide Friendship Centres with **stable and predictable operational funding** from which they can continue to leverage funds from a variety of sources to address needs identified by their community.

Thank you all for carefully considering this email. Please do not hesitate to call myself or Nelson (although Nelson will be out of the office until Monday, October 24<sup>th</sup>).

**Furthermore, please keep Nelson and I informed of actions you take in engaging with MPs or any other government representatives, as well as any assistance you may need in developing your risk management plans.**

In friendship,  
Emilea Saadeh, UP Administrator  
ANFCA  
10336-121 Street, Edmonton, AB T5N 1K8  
Email: [emilea.anfca@telus.net](mailto:emilea.anfca@telus.net)  
Phone: 780-265-2609, or 780-423-3138 ext203

This email may contain legally privileged and confidential information intended only for the individual or entity named in the message. If the reader of this message is not the intended recipient or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited. If this communication was received in error, please notify us by reply e-mail and delete the original message. Thank you.



### Key Messages

#### *Friendship Centres: A History of Success*

- With more than **60 years of experience**, Friendship Centres have proven to be the most effective program and service delivery institution for Indigenous people in Canada's urban centres.
- With a presence in **118 communities** across Canada, Friendship Centres can play a key role in advancing federal priorities for Indigenous people in urban areas. Friendship Centres represent significant value for money. In 2015, for every federal dollar invested **an additional \$11 was leveraged** from other sources.
- As a **central cultural hub** in the communities we serve, we **understand the challenges facing our Indigenous people in Canada's urban centres, including population growth, access to education, health and other barriers to employment while helping them to develop the economic resilience** they need to live a good life and to strengthen Canada's economic, social and cultural life.
- The Friendship Centre Movement is a key **partner in reconciliation**. In welcoming the Truth and Reconciliation Commission's Calls to Action, we are seeking commitments to meaningful actions to address the Commission's findings. In particular, the NAFC has highlighted community-based opportunities for youth and the commitment to a multi-year National Action Plan for Reconciliation as opportunities for Friendship Centres to play a central role in advancing reconciliation in Canada.
- FCs are the most viable and appropriate urban Indigenous institutions to facilitate Indigenous **human resource development**; to facilitate **community development**; to facilitate **economic development, innovation and social entrepreneurship**; and to promote **volunteerism and participation in community services**.

#### *Core Funding: Serving Canada's Urban Indigenous People*

- As nearly **60% of Indigenous people in Canada live in urban areas** it is imperative that Friendship Centres are funded to assist this vulnerable population to overcome barriers to greater social and economic inclusion.
- A core funding program is necessary to provide Friendship Centres with **stable and predictable operational funding** from which they can continue to leverage funds from a variety of sources to address needs identified by their community.



**DATE:** October 24, 2016

Updated February 15, 2017

- |                                     |                            |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Executive Director         |
| <input checked="" type="checkbox"/> | Executive Committee        |
| <input checked="" type="checkbox"/> | Alberta Friendship Centres |
| <input type="checkbox"/>            | For Decision               |
| <input checked="" type="checkbox"/> | For Information            |

### **BRIEFING NOTE**

**SUBJECT: Negotiating for a Federal Indigenous Friendship Centre Program (IFCP)**

---

#### **ISSUE:**

The loss of dedicated, core funding from the Government of Canada to the Friendship Centres and the National Association of Friendship Centres (NAFC) has had an impact on the sustainability and expansion of the programs and services delivered across the Friendship Centre Movement.

#### **BACKGROUND:**

##### Friendship Centre Movement

- Friendship Centres have a history of success. With more than 60 years of experience, Friendship Centres have proven to be the most effective program and service delivery institution for Indigenous people in Canada's urban centres.
- With a presence in 118 communities across Canada, Friendship Centres can play a key role in advancing federal priorities for Indigenous people in urban areas. Friendship Centres represent significant value for money. In 2015, for every federal dollar invested, an additional \$11 was leveraged from other sources.
- As a central cultural hub in the communities we serve, Friendship Centres understand the challenges facing Indigenous people in Canada's urban centres, including population growth, access to education, health and other barriers to employment while helping them to develop the economic resilience they need to live a good life and to strengthen Canada's economic, social and cultural life.
- The Friendship Centre Movement is a key partner in reconciliation. In welcoming the Truth and Reconciliation Commission's Calls to Action, we are seeking commitments to meaningful actions to address the Commission's findings. In particular, the NAFC has highlighted community-based opportunities for youth and the commitment to a multi-year National Action Plan for Reconciliation as opportunities for Friendship Centres to play a central role in advancing reconciliation in Canada.
- Friendship Centres are the most viable and appropriate urban Indigenous institutions to facilitate Indigenous human resource development; to facilitate community development; to facilitate economic development, innovation and social entrepreneurship; and to promote volunteerism and participation in community services.

##### Current need or issues faced by urban Indigenous people in Alberta

- According to the 2011 National Household Survey (NHS), there are 1,400,685 people who acknowledged their Aboriginal identity, representing 4.3% of the total Canadian population. This shows a continual growth; it was up from 3.8% enumerated in the 2006 census, 3.3% in the 2001 Census and 2.8% in the 1996 Census. Over 60% of Indigenous people live in urban centres.
- Nearly in one in six Aboriginal people in Canada live in Alberta. In Alberta, there were 220,695 Aboriginal people, representing 15.8% of the total Aboriginal population. This has increased by over 30,000 people since the 2001 census. They made up 6% of the total population of that province.
- Nearly half (49%) of Aboriginal people in Alberta were under the age of 25, compared with 32% of the non-Aboriginal population. More than half of First Nations people (53%) were in this age group (55% of those living on a reserve and 52% of the off-reserve population), as were half of Inuit and 45% of Métis.

## Appendix 2 for 7.3.: Funding Delay Update

- In 2011, the median age of First Nations people was 23.0; the off-reserve population was slightly older (23.7) than those living on a reserve (22.0). Métis had a median age of 28.2; that of Inuit was 25.0. All three groups were younger than the non-Aboriginal population, whose median age was 36.8.
- As noted previously, over 60% of all those who identify as Indigenous People in Alberta reside in urban areas. Of those 60%, a large majority are not being provided the services they require from their communities of origin or in many instances they do not have an Indigenous community of origin. In these situations, the Friendship Centres are able to support their transition, advocate on behalf of their needs or direct them to those who can. While we do not represent any group of people, we offer supports in whatever capacity we are able to, that addresses their current need.
- It is within this context that Friendship Centres must operate and provide services. The needs of the Friendship Centres are representative of the needs of those that they serve; and the ANFCA recognizes these needs and strives to provide consistent and dependable support for Friendship Centres.
- Specifically, the local Friendship Centres in Alberta focus on addressing service gaps in over 20 urban centres, providing programs and services to both Aboriginal and non-Aboriginal people. The Friendship Centres are status blind in the delivery of programs and services.
- According to the Urban Aboriginal Strategy Alberta Regional Strategic Plan (October 2015), upon review of urban Indigenous organizations that support Indigenous people through program and service delivery, the Friendship Centres were noted as being the primary urban organization for many communities. The primary urban Aboriginal organization in Pincher Creek, Rocky Mountain House, Hinton, Edson, Bonnyville, Lloydminster, Cold Lake, St. Paul, Athabasca, Lac La Biche, High Level, Peace River, High Prairie, and Slave Lake is the Friendship Centre. The Red Deer Native Friendship Centre is also active and is currently undertaking a major capital development, Asooahum Crossing, "A safe place for our Elders, families and youth to grow and flourish." Additionally, the **Grande Prairie** Friendship Centre (GPFC) is the hub for the Urban Aboriginal community in Grande Prairie, bringing together all levels of government, service providers, urban Aboriginal people, business and industry to develop a community strategic plan, and collaborate in addressing the needs of urban Aboriginal people in Grande Prairie. The Grande Prairie Friendship Centre also offers a number of programs and services for urban Aboriginal people. There is a high demand for employment in all sectors of business, services and trades industry in Grande Prairie. Employers recognize that the Aboriginal community has many skilled and talented potential workers and is showing a willingness to work with the GPFC to develop a workforce framework.

### Negotiating the IFCP

- While the specific plans and activities of what the NAFC's National Negotiation Committee (NNC) are kept confidential to those not on the NNC, they shared that they are still in active discussions with INAC on the proposed Indigenous Friendship Centre Program (IFCP) model. The proposed IFCP would somewhat be a return to the old core-funding Aboriginal Friendship Centre Program (AFCP) model that Friendship Centres accessed between 1988-2013, and which was effectively administered directly by NAFC and PTAs since 1996.
- In fact, the NAFC and Friendship Centres across Canada have been provided core funding by the Federal Government since 1972 with the Migrating Native Peoples' Program through the Department of the Secretary of State. The NAFC seeks to re-establish this strong historical relationship and partnership with the Government of Canada in providing stable, non-competitive, core funding to Friendship Centres and ensure that Indigenous people in Canada's urban communities continue to receive the valuable and beneficial programs and services that Friendship Centres provide.

Following are some key features in the proposed IFCP model include:

- **Multi-year agreements:** Ideally, a 5 year agreement, without any requirement for annual applications, would provide a stable and predictable funding base from which Friendship Centres could operate more efficiently and could leverage other funding more effectively.



## Appendix 2 for 7.3: Funding Delay Update

- **Increased core operational funding:** Friendship Centres require core funding that more closely matches the actual cost of operations to keep the doors open, provide adequate staff salaries, and provide an appropriate level of programs and services.
- **Dedicated Youth funding:** Friendship Centres require additional dedicated funding to support ongoing, uninterrupted youth engagement and leadership development initiatives such as youth centres.

### Current Funding Situation

- Government of Canada's Federal Budget 2016, announced on March 22, 2016, extended the UAS funding for one year (April 1, 2016-March 31, 2016), while including a commitment that *"the Government of Canada will work to identify ways to strengthen the program to more effectively meet the needs of urban Indigenous peoples."*
- Given the lateness in this fiscal year, our Friendship Centres have to prepare to enter the April 1, 2017 fiscal year without a core funding agreement in place.
- We know that INAC has not yet developed or redesigned the UAS for the next fiscal year, and whatever decision is made on the redesign, it is unlikely that it will be finalized in time to sign agreements, commit funding or deliver funding to Friendship Centres for April 1, 2017.

### Risk Management Preparations

With the above concern with funding, the ANFCA is insisting that each Friendship Centre's Board of Directors develop a risk management plan that will allow Friendship Centres to maintain operations for a minimum of 4 months without core funding from what is currently called Community Capacity Supports (CCS).

The ANFCA is hopeful that these 4 months of operations could be met through financial preparations and plans, but if not, lack of funding may result in the need to restructure the "open" hours, service/program delivery hours or ways that Friendship Centres conduct program/service delivery. This will negatively impact those urban Indigenous people who rely on the services of the Friendship Centres and will also impact the reputation and partnerships that Friendship Centres have built in the past few decades.

### **RECOMMENDATIONS:**

1. As over 60% of Indigenous people in Canada live in urban areas (based on 2011 Census), it is imperative that Friendship Centres are funded at an acceptable, consistent level to assist this vulnerable population to overcome barriers to greater social and economic inclusion.
2. A core funding program is necessary to provide Friendship Centres with stable, predictable and non-competitive operational funding from which they can continue to leverage funds from a variety of sources to address needs identified by their community.
3. ANFCA requests support from the Alberta Government to lobby the federal government on behalf of the ANFCA and member Friendship Centres.
4. ANFCA to continue to lobby the Alberta Government for increased operational funding support; for additional support to increase capacity at both the provincial and local Friendship Centre level.

**SUBMITTED BY:** Candy Morningway, Strategic Planning Manager

## 8. New Business

- 8.1. DEWBERRY AG SOCIETY - REQUEST FOR FUNDING
- 8.2. SENIOR TRANSPORTATION GRANT
- 8.3. FUNDING REQUEST 3RD ANNUAL PROTECTION FOR THE UNPROTECTED SHOW AND SHINE
- 8.4. SLGM MOUNTAIN REFRESHER CONFERENCE - MAY 16-19
- 8.5. REQUEST TO NAME ROAD - SEVERIN ROAD
- 8.6. DATE FOR ANNUAL MEETING
- 8.7. BYLAW NO. 2017-05 UTILITIES BYLAW
- 8.8. BYLAW NO. 2017-06 - FEE SCHEDULE BYLAW
- 8.9. BYLAW NO. 2017-07 NOISE BYLAW
- 8.10. BYLAW NO. 2017-08 FIRE BYLAW
- 8.11. BYLAW NO. 2017-09 CEMETERIES BYLAW
- 8.12. BYLAW NO. 2017-10 DOG CONTROL BYLAW
- 8.13. BYLAW NO. 2017-11 MUNICIPAL AND RESERVE LANDS REGULATION BYLAW
- 8.14. BYLAW NO. 2017-12 CORRIDOR REGULATION BYLAW
- 8.15. BYLAW NO. 2017-13 PENALTIES BYLAW
- 8.16. BYLAW NO. 2017-14 - ER LEASE - LOT 28ER, BLOCK 2, PLAN 8023220
- 8.17. BYLAW NO. 2017-15 - AMEND LUB - WORDING CHANGE - SECTION 7.18
- 8.18. INTERNET TOWERS WITHIN THE COUNTY OF ST. PAUL
- 8.19. 2016 REGIONAL STRATEGIC PLAN UPDATE



## Issue Summary Report

### 8.1. Dewberry Ag Society - Request for Funding

#20170303001

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The Dewberry and District Ag Society replaced their ice hockey arena which was built in the mid 1960s. They are nearing 90% completion on their Project and are looking for financial assistance to help fund the shortfall.

Total Project Cost	\$4,100,000
County Debenture	\$1,400,000
Fundraising	\$ 800,000
Balance to be raised	\$2,100,000

They are asking for support from the County of St. Paul as there are County residents who play hockey out of the Dewberry Arena - approximately 22 families.

As their facility was inoperable this year, they had 32 players playing out of other facilities but the teams were registered as Dewberry Minor Hockey teams - 4 of those players are from outside their minor hockey boundaries. Their figure skating and Canskate program was also inoperable this year due to lack of facility and ice availability within the area, however, in 2015-2016 season they had upwards of 30 skaters. They also have a men's team from the Heinsburg area, a Rec team for the past two seasons from north of the river as well as a ladies Rec team that draws players from a very large geographical area.

The various contribution levels are outlined in the attachment.

#### Recommendation

---

As per Council's wishes.

#### Additional Information

---

**Originated By :** pcorbiere



DEWBERRY & DISTRICT AGRICULTURAL SOCIETY  
Box 35  
Dewberry, AB T0B 1G0

---

February 14, 2017

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

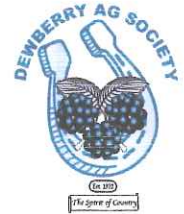
County Councilors;

We have included a brief background/history of the Dewberry and District Agricultural Society's plan to replace the ice hockey arena that was built in the mid 1960's. The arena had reached the end of its lifespan and we have replaced it with a modest structure that will carry us through the next fifty years. We are asking for support from your municipality as there are many residents of St. Paul County that call the Dewberry Arena their home rink.

Thank you for making room on your busy calendar to hear about our project. We appreciate your County staff and their helpfulness in getting this information to you. If Council does choose to provide the requested support please forward notification by email to Holly at the email below.

Sincerely,

Holly Holmen  
Secretary/Treasurer  
Dewberry and District  
Agricultural Society  
Box 35  
Dewberry, AB  
T0B 1G0  
Phone (780) 847-2691  
Fax (780) 847-2501  
[dewberryag@gmail.com](mailto:dewberryag@gmail.com)



We previously sent you the history of our project in May of 2014 and are including it now as background information.

Much has happened with our project in the past three years and especially in this past year. We have moved forward with the demolition of the old arena and have a new steel structure in place that is approaching completion.

We would like to invite the County of St. Paul to share in this future community icons development by providing a cash contribution that would reflect support of your County residents who share in the use of this facility. We have enclosed a map which outlines the Dewberry Minor hockey boundaries that extend into the County of St. Paul. Beyond minor hockey usage we provide a facility that is utilized by many residents of the community of Heinsburg and surrounding areas for their men's recreational hockey team and many other St. Paul County residents enjoy the facility in varying degrees.

Should financial support of this project be approved by your Council we would be pleased to recognize your contribution on our Donor Wall and in any other appropriate manner as laid out in our donor recognition formula as indicated in the enclosed information booklet.

We would be pleased to provide further information should your Council have questions or if you would like us to provide a personal update on this project. Our organization would welcome the opportunity to speak with Council at a time of your choosing.

Thank you for your kind consideration of this information and we anticipate your response and feedback.

*Per; Executive and Directors*

Dewberry and District Agricultural Society  
Box 35 Dewberry, AB T0B 1G0  
(780) 871-3677





Our journey began following the completion of a study commissioned by the County of Vermilion River of all recreation facilities within the County boundaries conducted by Paul Conrad and Genivar Engineering. That study identified the Dewberry Arena Complex as one of a few facilities in the County of Vermilion River that were in need of major upgrades. The timing of this study was ideal from the perspective of the Dewberry Ag Society; we had been discussing the need for some professional opinions on how to best approach the future upgrades to our arena-i.e. "Where should we spend our money to have the most desirable impact and what projects should be addressed first, in order to create a proper flow from one repair to the next." Following the studies completed on behalf of the County of Vermilion River, the Dewberry Ag Society contracted the same professionals to complete a more in depth study of the Dewberry Recreation Complex. Armed with the information gathered from the study, and guided by the professionals from that team a plan was developed to renovate and rejuvenate the existing facility. In conjunction with this plan the Ag Society made application to the provincial government for emergency funding to aide in the redevelopment of the Dewberry complex. The request made for emergency funding initiated several visits from Alberta Infrastructure professionals and a second thorough review was made of the Dewberry Recreation Facility by those government professionals. This second review provided us with information that was somewhat contradictory to the assessment done by Paul Conrad and Genivar Engineering. Initial verbal assessment shared at the time of Infrastructure review visits indicated that the building condition was not as repairable as we had been led to believe by the Conrad team. When we received this information from Alberta Infrastructure it was surprising to find their assessment at such polar opposites with previous information. We did, at this time begin to explore other options, as it appeared that a renovation may not be plausible. In summary the Alberta Infrastructure report states:

*This building would cost up to 80% of the cost of a new building to repair, however the buildings construction methodologies would guarantee an ongoing high maintenance cost and it would be unlikely to have a useful lifespan beyond fifteen to twenty years. A restoration of this building would not provide good value for money and from the perspective of cost management this building is beyond its service life and requires replacement by a good quality non-combustible construction with a potential lifespan of fifty plus years.*

The realization that the building was not repairable took us to CastleRock Contracting Ltd. Their team of designers and engineers has visited our facility numerous times over the past couple of years and have been able to lend some great insight as they have been involved in many such facilities around the province. They also brought on board Paul Anderson, an architect from



N53 Architecture Inc. That firm worked with us to create the drawing you have. Paul has been a great asset in this planning process as he is a hockey player and has the same visions we have from the players' perspective of the facility. We have developed a plan for a steel girder structure with an insulation wrap and metal cladding that will serve the communities needs for at least fifty years.

This facility is an important cornerstone for the entire Dewberry Recreation area. Our service area includes the Village of Dewberry, the Hamlet of Clandonald, the Hamlet of Heinsburg, and the Whitney Lake areas to the north of Heinsburg. We are the "home rink" to all individuals living within those areas and there is a set of criteria and a procedure to follow when requesting a variance from those boundaries. There are strict guidelines in place that govern a player's eligibility to move which definitely include the ability, or consequent inability, of Dewberry Minor Hockey to ice a team in the affected age category. Hockey Alberta is the governing body that has developed these boundaries and they are also charged with strict enforcement of player movement. Although it is the Minor Hockey program that puts a lot of the "fun" in our building it must be noted that it is not Minor Hockey programming that pays the bills. Most of our funding and operational money comes from grant programs. Beyond the "minor hockey" realm we are also home to two senior men's rec teams, one from Clandonald and one comprised of mainly Heinsburg players. The ladies rec hockey team also has players from the above areas plus Marwayne. The Mustangs of the SaskAlta league have players from all the above areas plus Kitscoty, Lloydminster, Elk Point, Bonnyville, Vermilion, Islay and Fishing Lake. We truly are a regional use facility encompassing a large number of communities in the County of Vermilion River, County of St. Paul and beyond. We do have local and regional support for our plan as is indicated by several letters of support that can be supplied on request.

The area population trend is on an upswing and much of that increase is coming from young families moving to the region and constructing new homes which indicates they are planning to remain in the area. Mr. Curt Orbeck, our school principal has provided us with Dewberry school population figures that show a steady population increase of approximately 5%-10% actual and projected growth over a four year time span starting in 2012. This plan is designed as a proactive approach to providing a long term facility that will serve that next generation of users and beyond. This indicates a need for further recreation infrastructure which this project will satisfy. We are trying to meet the challenge on our local infrastructure by developing a facility that will service this generation and will stand strong for at least a fifty year future. We are not starting from ground zero as we plan to re-use the concrete ice pad as well as many of the





interior fixtures in the existing arena. Our new players' boxes that we had installed a couple of years ago and the new ice plant last fall were all designed to be easily transferred from today's facility into tomorrows. In addition to helping to keep the community healthy and active this new facility would also provide a safe place for youth to meet and socialize. If community recreation facility access is reduced or eliminated the overall prevalence of obesity (a precursor of diabetes and other chronic conditions) in children and youth is likely to increase over time. This facility also plays a key role in the physical education program at the Dewberry School, free of charge as part of our joint use agreement, and has been offered to the Heinsburg School as well, using the same model. They are working on including it in their course plans for next year.

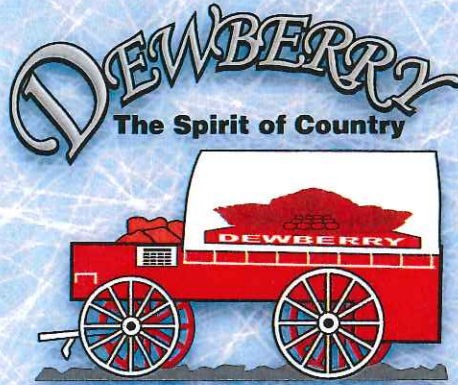
Studies show that a recreation facility is one of the key factors considered when families are moving to an area and more families will have a positive impact on both the Village and the surrounding Counties.

This entire process has been a huge Community Capacity Building exercise...we have developed skills, support and structure within our group and the community. These skills and abilities will continue to grow and evolve. When a community gains these assets the community becomes and remains STRONG. We have worked together to get to this point and we will continue to work together to see this plan to completion. We are Community Builders: A group of dedicated community members banded together to build and grow our hometown. Our Community Building has only just begun as we move forward with this exciting venture that has and will continue to bring together young and old alike.

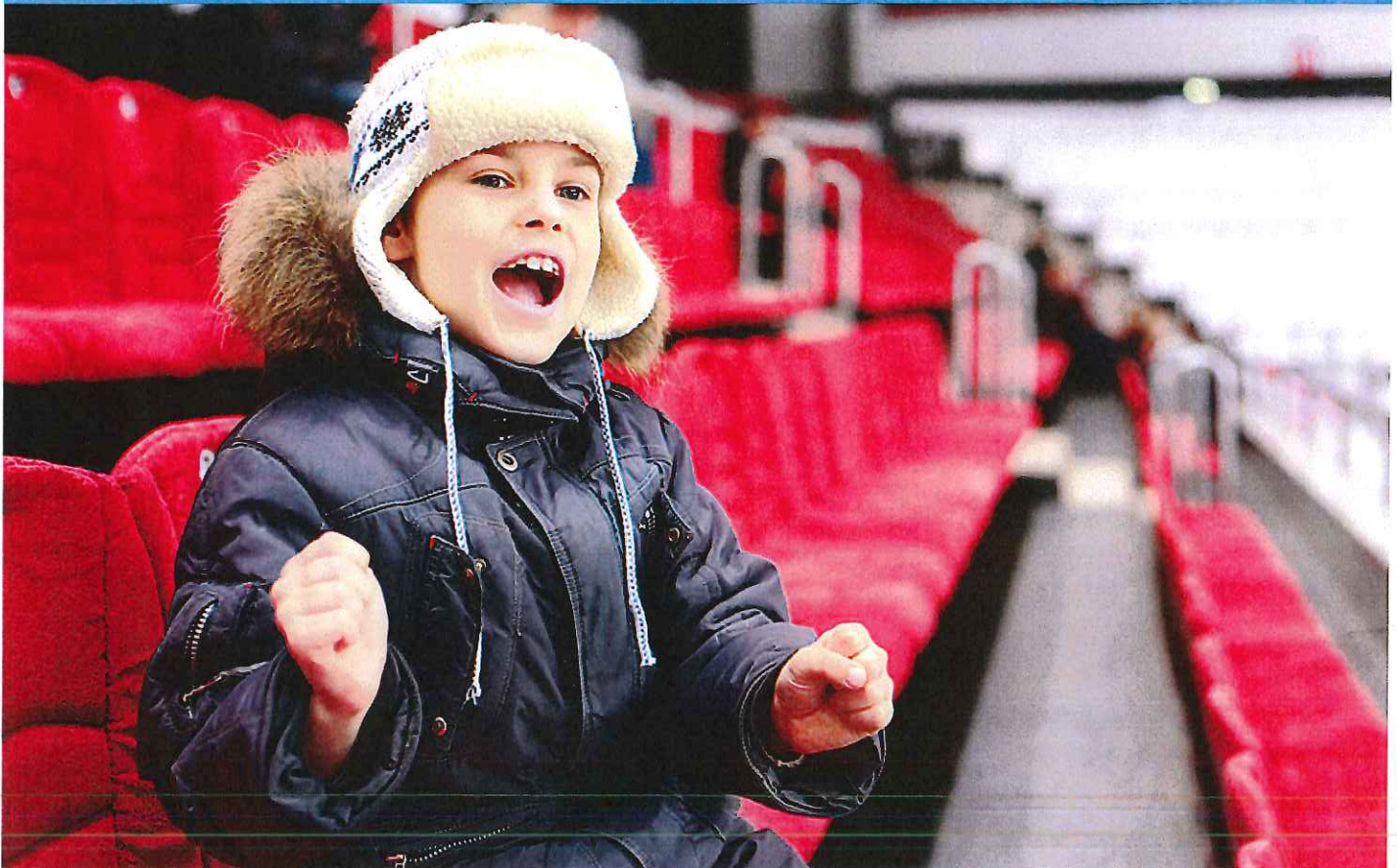
We are requesting a *letter of support in principal* for our project from the County of St. Paul and its councilors.



# Upon Our Past, We Build the Future



CAPITAL CAMPAIGN 2014 – 2016 • DEWBERRY ARENA PROJECT





# A Rich Community History

## 1935

A group of local volunteers decided it was time the village had a skating rink. A grader was used to prepare the ground that later became our present ice slab. They hand flooded the ice with water that was hauled in a 45 gallon drum mounted on a sleigh that they pulled to and from the village well.

## 1946

Community members iced the first organized senior men's team.

## 1961

A wood frame was built around the ice surface (22'x85') as well as a waiting room and two dressing rooms. Dewberry Minor Hockey was formed with teams in all age groups.

## 1965

Village office, fire hall, concession area and washrooms were added to the existing structure.

## 1968

The present closed in arena walls and roof (100' X 186') were built. The first Dewberry Mustang team was iced.

## 1971

Dewberry's first Figure Skating Club was formed.

## 1972

The Dewberry and District Agricultural Society was formed and became solely responsible for the operations of the Dewberry Arena.



## Why Not Renovate?

Over the years there have been 12 additions to the original building. The numerous roof lines have resulted in an ongoing battle with roof leaks, mold and structural issues.

**"...existing building (renovations) would cost up to 80% of the cost of a new building to repair, however, the buildings construction methodologies would guarantee an ongoing high maintenance cost and it would be unlikely to have a useful life span beyond fifteen to twenty years. A restoration of this (existing) building would not provide good value for money and from the perspective of Cost Management this building is beyond its service life and requires replacement by a good quality non-combustible construction with a potential life span of fifty plus years. ...it is very unlikely that the current spaces would be adequate for the demands of the future."**

*Alberta Infrastructure*

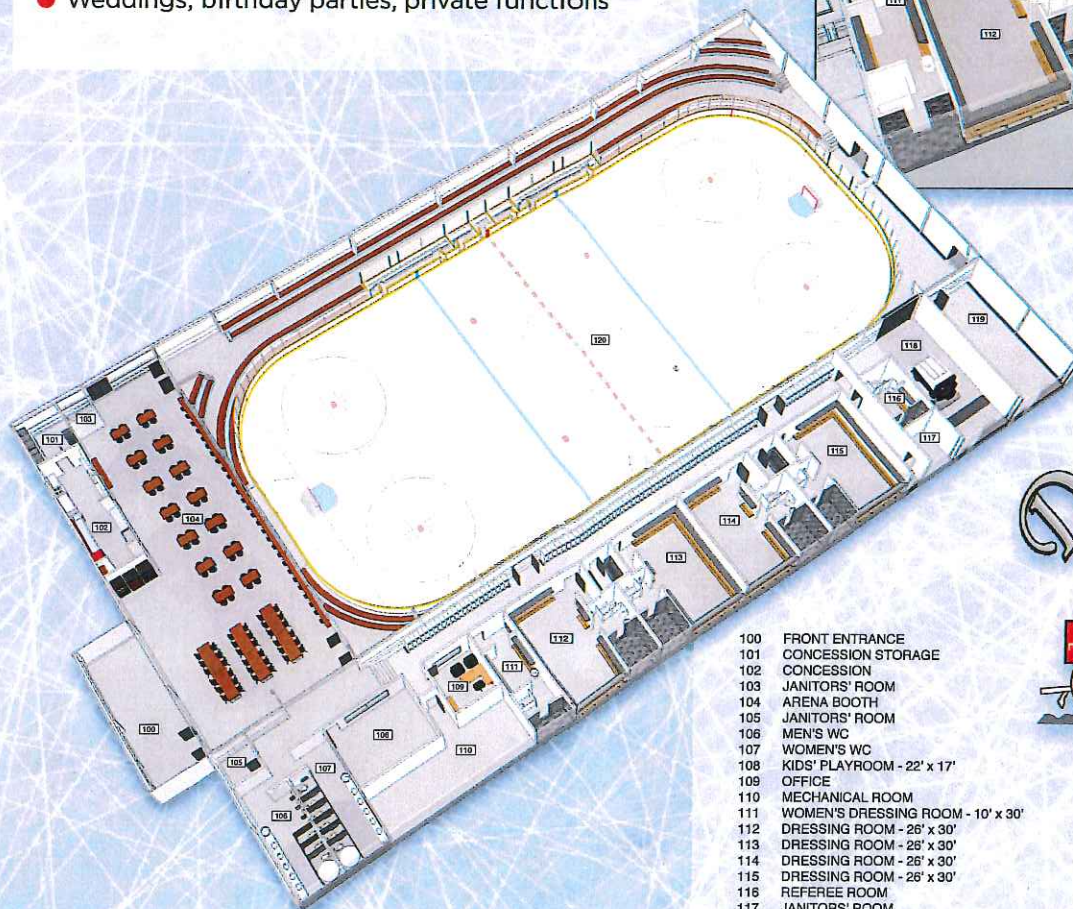
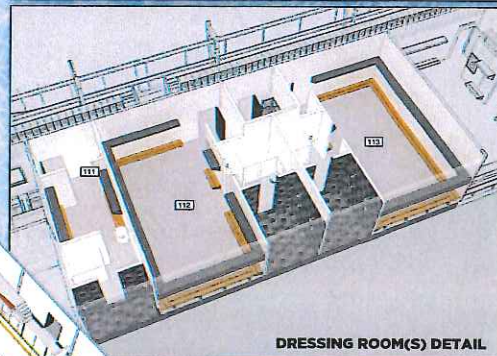
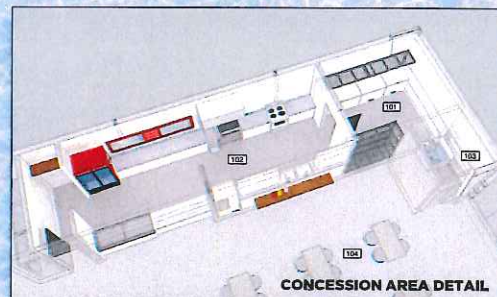


# Our Vision for a New Recreational Facility

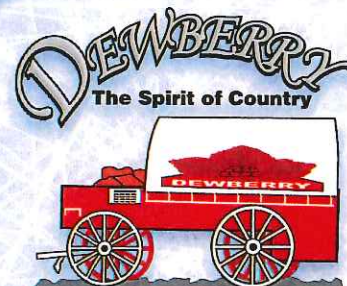
In partnership with the County of Vermilion River, The Village of Dewberry and The Dewberry and District Agricultural Society, a new recreational facility will be constructed. The 35,000 square foot facility will house a new skating arena, viewing area, kitchen/concession, play space, office/meeting rooms and dressing rooms.

The multi-purpose design will be utilized by generations to come for:

- Hockey - recreational, minor and senior teams
- Canskate - learn to skate programs
- Figure Skating, Speed Skating
- School fitness programs
- Agricultural Education programs
- Community gatherings and meetings
- Weddings, birthday parties, private functions



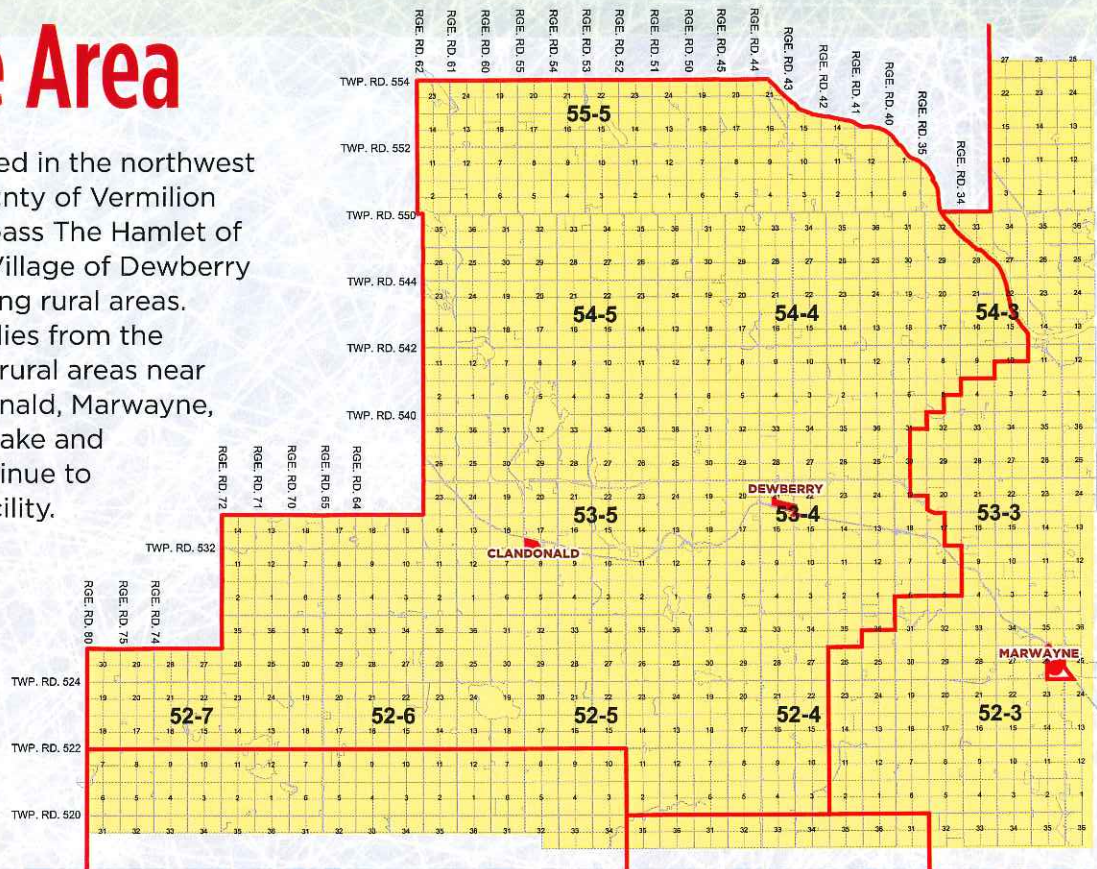
- 100 FRONT ENTRANCE
- 101 CONCESSION STORAGE
- 102 CONCESSION
- 103 JANITORS' ROOM
- 104 ARENA BOOTH
- 105 JANITORS' ROOM
- 106 MEN'S WC
- 107 WOMEN'S WC
- 108 KIDS' PLAYROOM - 22' x 17'
- 109 OFFICE
- 110 MECHANICAL ROOM
- 111 WOMEN'S DRESSING ROOM - 10' x 30'
- 112 DRESSING ROOM - 26' x 30'
- 113 DRESSING ROOM - 26' x 30'
- 114 DRESSING ROOM - 26' x 30'
- 115 DRESSING ROOM - 26' x 30'
- 116 REFEREE ROOM
- 117 JANITORS' ROOM
- 118 ZAMBONI
- 119 ICE PLANT
- 120 ARENA - CAPACITY: 518





# Service Area

Dewberry is located in the northwest corner of The County of Vermilion River. We encompass The Hamlet of Clandonald, The Village of Dewberry and the surrounding rural areas. Children and families from the communities and rural areas near Dewberry, Clandonald, Marwayne, Heinsburg, Frog Lake and Elk Point will continue to utilize the new facility.



A new arena will provide many people both young and old a place to gather, a place to have fun, a place to interact socially and a place to go to enjoy some physical activity both individually and as a family. It will provide a feeling of pride to be able to practice, free skate, figure skate and play hockey in a beautiful, new facility where kids can grow up and have their kids grow up to play in as well.

*Kurt and Ashly Bensmiller  
2014 Ponoka Stampede and Calgary Stampede  
Chuckwagon Champions  
Current Arena Managers*



## Operation of the New Facility

The existing facility has reported positive cash flows since its construction in the mid 1960s. The newly-installed ice plant will be repurposed for the new recreation facility, resulting in an estimated \$9,000 in energy savings per year. It is anticipated that operational costs will decrease as the new facility will incorporate energy-saving technologies. This facility is one of the few such buildings in the area that is able to operate deficit free due in large part to the dedicated team of volunteers that are instrumental in its operations.



# Benefits to the Community

The recreational facility, including the arena, is truly an icon in our community. It is the place where children play, families gather, hockey games are won and lost, and communities in our area connect. Local businesses are utilized to provide products and services for arena operations thus enriching the local economic well being. The facility is the hub that draws surrounding residents to support recreation, local business, charitable work, education, learning and civic pride.



**"My family and I have been very involved in all aspects of the Dewberry arena as long as I can remember. It is a place where I have played, coached and watched many children grow, including my own three. I see this facility as an integral part of the future development of this entire region. Dennills Agricenter is proud to be the first corporate financial contributor to this important community project."**

*Morley Dennill, Dennills Agricenter Ltd.*



Your investment will enable us to provide a place where...

## Children and Youth

- Participate in local sports programs;
- Stay healthy and fit;
- Build their self-esteem;
- Enhance their engagement in our community;
- Learn the value of community.

## Families

- Gather and connect;
- Be an active part of our growing community;
- Create and nourish lifelong friendships.



# Project Budget

Construction:

Capital Campaign Expenses:

Contingency:

Total Project Cost:

*Revised March 2016*

**\$3,800,000**

**\$100,000**

**\$200,000**

**\$4,100,000**

## Campaign Goal:

### **Raised to Date**

County Debenture:

Fundraising:

Balance to be raised:

**\$1,400,000**

**\$800,000**

**\$2,100,000**

**“Our family has been supporting and utilizing the Dewberry Arena for three generations, beginning with our father, Clarence Goldsmith, who was among the group of people to make the original indoor arena a reality back in the 1960s and ’70s. We believe the arena is a crucial part of both our family’s and this community’s heritage, hockey really is a big part of us all – it’s in our family’s blood! It is our hope that the legacy will be able to continue on in Dewberry into the next generation with our children’s families in a brand new facility.”**

*The Goldsmith Family*





# Help Us Build a New Future

Through the generous support of businesses, corporations, government, foundations and individuals, the Dewberry & District Agricultural Society will launch a capital campaign to raise the balance of \$1.9 million for the new recreational facility.



## CAMPAIGN TIMELINE:

2015-2018 (three year pledge period)

## Contribution Recognition Levels

### FACILITY NAMING OPPORTUNITIES

Level	Amount	Naming Opportunity
● <b>Diamond</b>	\$250,000	Facility
● <b>Platinum</b>	\$100,000	Concession (1) Arena Booth/Lobby (1)
● <b>Gold</b>	\$75,000	Home Bleachers (1) Opponent Bleachers (1) Opponent Box
● <b>Silver</b>	\$50,000	Dressing Room (5)
● <b>Bronze</b>	\$25,000	Playroom (1) Referee Room (1) Penalty Box (1) Office/First Aid Room (1)

### ADDITIONAL RECOGNITION LEVELS

● <b>Founder</b>	\$10,000	Recognition
● <b>Pillar</b>	\$5,000	Recognition
● <b>Supporter</b>	\$1,000	Recognition

Any amount or level of donation will be greatly appreciated.  
Tax receipts will be issued for all donations over \$25.00.



## Who We Are

The Dewberry and District Agricultural Society has been a non-profit, Alberta Registered Society since 1972 and a Registered Charity since 1979. We are the volunteer organization that brings the *"Spirit of the Country"* to many area residents. We regularly host community holiday celebrations, agricultural information sessions, children's events, championship celebrations, community suppers and the annual CPCA chuckwagon weekend at our racetrack. Our organization's foremost financial commitment is to the operation and maintenance of the Dewberry Arena. The arena is home to senior men's and ladies, recreational and several minor hockey teams as well as a CanSkate program and is used as a practice facility by local speed-skaters. We have become widely known for the manner in which our organization promotes the fun of sport for all participants. We are proud to adjoin ourselves with other local organizations to promote the fun of sport, and participation by all – evident in our local KID Skate program. We have undertaken the construction for a new ice hockey arena in Dewberry and all funds raised will be allocated to the project. Every dollar you give will go towards the replacement of this timeless icon to guarantee a community for life.

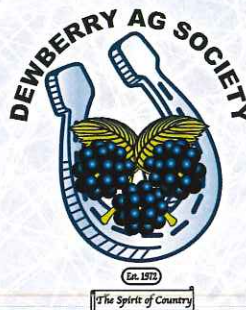


## Dewberry & District Agricultural Society

Charity since 1979 Charity Reg # 129820023RR0001

For information on all registered charities in Canada under the Income Tax Act, please visit Canada Revenue Agency [www.cra.gc.ca/charities](http://www.cra.gc.ca/charities)

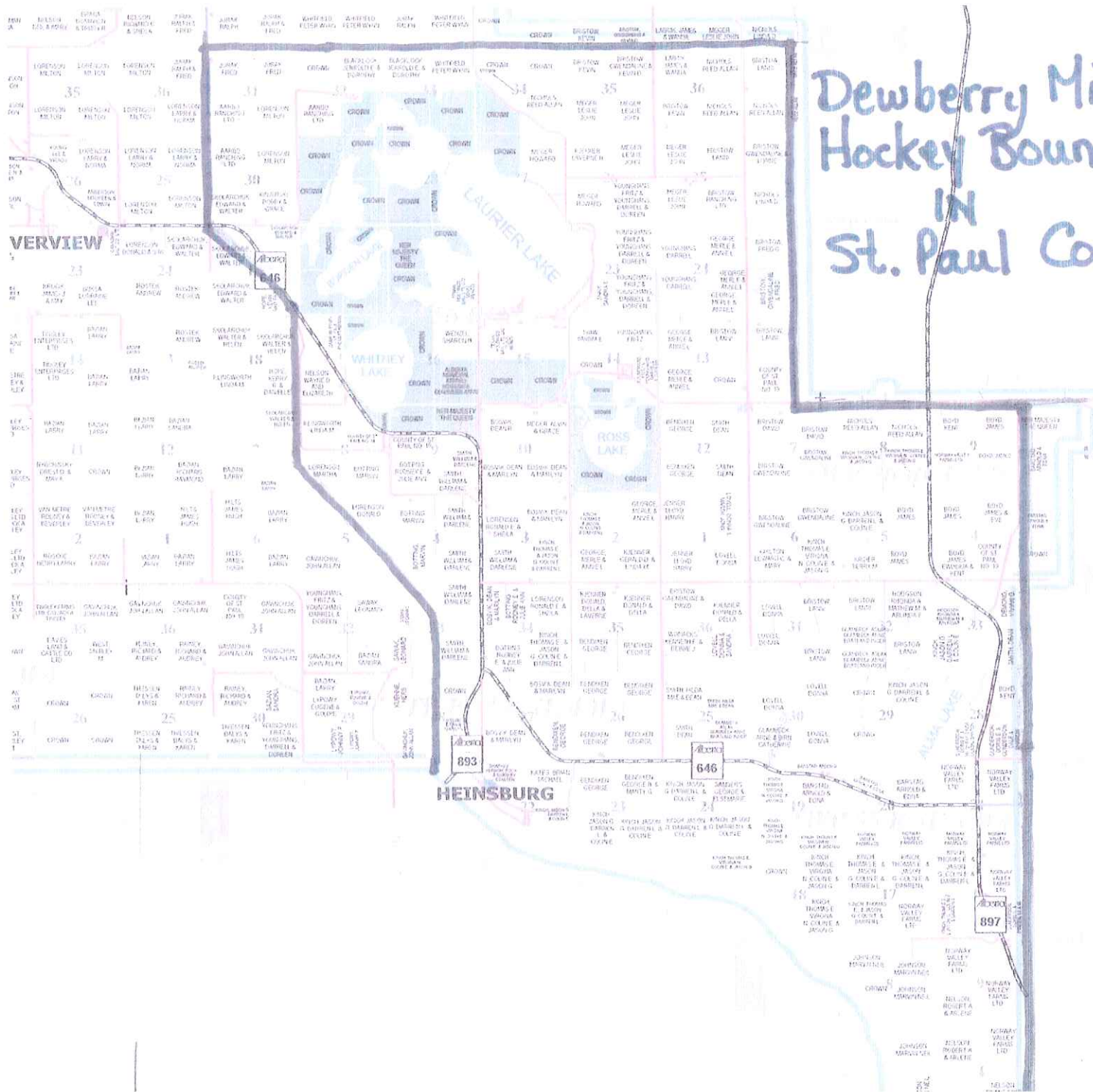
The Dewberry & District Agricultural Society is planning to raise an estimated amount of \$1,000,000 this year on fund-raising campaigns. It will cost our organization an estimate of \$10,000 to raise this. The money raised will be going to the Dewberry Arena Project. For further information, please contact **Holly Holmen** at 780-847-2691 (Email: [dewberryag@gmail.com](mailto:dewberryag@gmail.com)). Our address is PO Box 35, Dewberry, Alberta and we are incorporated in the province of Alberta.



Dewberry & District Agricultural Society  
PO Box 35  
Dewberry, Alberta T0B 1G0  
Phone: 780-847-2691  
Email: [dewberryag@gmail.com](mailto:dewberryag@gmail.com)



# Appendix 1 for 8.1.: Request





*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.2. Senior Transportation Grant

#20170308010

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The St. Paul Senior Citizens' Club is requesting a travel grant to be used in 2017. They used the funds for educational and cultural trips throughout the year.

#### Recommendation

---

Administration is recommending to approve a \$1,000 transportation grant for the St. Paul Senior Citizens' Clu.

#### Additional Information

---

**Originated By :** pcorbiere

## ST. PAUL SENIOR CITIZENS' CLUB

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

Telephone: 780-645-5566  
Fax: 780-645-5566

February 6, 2017

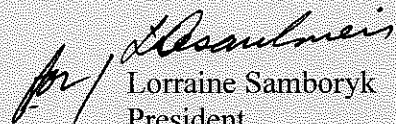
County of St. Paul No. 19  
5015 – 49 Avenue  
ST. PAUL, Alberta  
T0A 3A4

Dear Sirs:

We would like to express our sincere thanks to the County of St. Paul for the grant received for the year 2016. The grant was very helpful to cover the traveling expenses for our educational and cultural trips during the year for our seniors.

We now look forward to the County of St. Paul helping us again with a generous grant for the year 2017.

Sincerely yours,



Lorraine Samboryk  
President  
St. Paul Senior Citizens' Club  
Travel Club

"Tolerance and Understanding Towards All Seniors"





*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.3. Funding Request 3rd Annual Protection for the Unprotected Show and Shine

#20170307012

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The Mission of Protection for the Unprotected is to prevent child abuse through education and public awareness. The funds raised at their Show and Shine in 2016 were donated to the local Victim Services. They will be holding their third annual Show and Shine on Saturday July 22nd and are requesting to block off Main Street Ashmont during daylight hours - north of Railway Avenue, directly in front of Porky's BBQ pit. They are also requesting to use the grass area looking down main street to erect two 20' x 40' tents for vendors and to set up an outdoor stage on the evening prior to the event.

#### Recommendation

---

to approve the request from the Protection for the Unprotected Awareness Society of Alberta to close 3 blocks along Main street in Ashmont, directly in front of Lots 13-15, Block 1, Plan 1379CL and to use the staging area for their 3rd Annual Show and Shine on July 22, 2017.

#### Additional Information

---

**Originated By :** pcorbiere

## Appendix 1 for 8.3.: PFTU Letter



Feb 13, 2017

To Whom It May Concern:

RE: 3<sup>rd</sup> Annual Show and Shine Fundraiser 22 July 2017

---

The mission of Protection for the Unprotected is to prevent child abuse of any sort through education and public awareness, advocating for children, and partnering with other community support services. Our vision...a society that offers all children a safe, healthy and nurturing environment; a place where children are valued and families are supported by a community dedicated to the well-being of every child.

We want to make it known that it is everyone's responsibility, by law, to report abuse. We do not offer counselling or advice and we will not give our personal opinions. We are simply here to raise awareness with the goal of letting children know that abuse is not ok and that there are people out there who care and will support and direct them in times of trouble.

We are motivated, enthusiastic and have goals that will take hard work and time to achieve. But, as our motto says, "We will not go away!"

As members of Protection for the Unprotected we are once again approaching the county for your continued support. Our annual Show and Shine is a major fundraiser. Money raised from the 2016 event went to support local Lakeland Victim Services. The event is comprised of a motorcycle/car/truck show, vendor market place, bounce houses, face painting, balloon art, and a general good time accompanied by great music and entertainment for both adults and kids. Newly added this year is a kids bike category where children of all ages are encouraged to shine and/or decorate their bicycles, quads, electric power cars etc. As in the years past, the event drew hundreds of people; an amazing boost to tourism and economy of this community. We are on track to do even better this year. We are requesting permission to close off three blocks of main street Ashmont during daylight hours Saturday 22 July (north of Railway Ave) directly in front of Porky's BBQ pit. This closure allows us the opportunity to provide a safe environment for all who may attend. In addition Protection for the Unprotected is seeking permission to utilize the grass area looking down main street to erect two 20' x 40' tents for our vendors market as well as set up of an out door stage on the evening prior to the event. Clean up of the area will be completed NLT 23 July and traffic will no be affected outside of the dates requested. Any assistance from the county in providing street sweeping for the event, road closure devices such as street barriers and notice of closure to area residence would be greatly appreciated.

We invite you to visit our website: [www.protectionfortheunprotected.com](http://www.protectionfortheunprotected.com) for more information.

Thank you for your time and consideration.

Sincerely,

Trevor Smith  
President  
Protection for the Unprotected  
(780)573-7838

Protection for the Unprotected Child Abuse Awareness Society of Alberta 5019185437  
811 Beach Ave, Cold Lake, AB T9M 1K7  
[protectionfortheunprotected@gmail.com](mailto:protectionfortheunprotected@gmail.com)



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.4. SLGM Mountain Refresher Conference - May 16-19

#20170309004

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The 17th Annual Mountain Refresher Conference, hosted by the Society of Local Government Managers, will be held May 16-19, 2017 in Kananaskis. This will be a good opportunity for the new intern, Kaitlyn Kenney, to attend. Registration for the Conference is \$599.

Kyle Attanasio has elected not to attend this year and is recommending that Kaitlyn attend in his place.

A bursary application has been submitted in an effort to reduce subsistence costs.

#### Recommendation

---

Motion to approve Kaitlyn Kenney to attend the SLGM Mountain Refresher Conference from May 16-19.

#### Additional Information

---

**Originated By :** kattanasio



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.5. Request to Name Road - Severin Road

**#20170308008**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Dwyane Severin, is requesting to name Township Road 592 off from Highway 881 North, Severin Road. Over the years, 5 generations have lived and still live along that road.

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

#### Recommendation

---

Administration is recommending to approve the request from Dwayne Severin to name Township Road 592 East off of Secondary Highway 881 north as "Severin Road", subject to approval by Alberta Transportation and at no cost to the County.

#### Additional Information

---

**Originated By :** pcorbiere

County of St. Paul.

County Council:

Letter is in regards to nameing of Rd.

Road in question is TWP Rd 592 EAST off Hwy 881

Road Name: Severin Rd

Reason: 5 Generations have lived & still living along this Rd.

Grand Father NW. 11. 59. 9. W4 - Present Alex Severin

Father NE. 10. 59. 9. W4 - I resided till 1981

MySelf (Dwayne) SW. 14. 59. 9. W4

Son - SW. 13. 59. 9. W4

GRAND SONS - SW. 13. 59. 9. W4

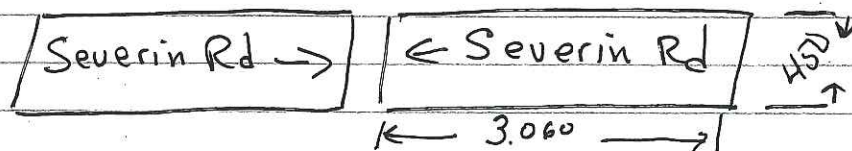
As you can see 5 Generations on the same Rd means alot.

I am willing to pay for the cost of signs + Install.

Sign posts are their as they have Champagne Rd name on them.  
Alberta Transportation has no problem with it.

Sign 3/4 Plywood

measurement matches other sign  
(Champagne Rd)



- Response would be appreciated

Thank you

Dwayne Severin





*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.6. Date for Annual Meeting

**#20170308007**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The first Action under Goal 1 - Governance of the Strategic Plan is "Host an Annual Meeting - move the annual meeting around the County - 2017 at Public Works Shop". Council to set a date for the Annual Meeting.

#### Recommendation

---

Motion to schedule an Annual Meeting as per Item 1, Goal 1 of the 2017 Strategic Plan, to be held at the Public Works Shop.

Administration is recommending April 27 or May 3 or 4.

#### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.7. Bylaw No. 2017-05 Utilities Bylaw

#20170309002

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-05, the Utilities Bylaw, is being presented to Council to update the current water rate structure to reflect rate changes recommended by Urban Systems following their water rate analysis provided in late 2016. Rates will take effect immediately upon third reading.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-05, the Utilities Bylaw.

Motion to give second reading to Bylaw No. 2017-05.

Motion to present Bylaw No. 2017-05 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-05 third reading.

#### Additional Information

---

**Originated By :** kattanasio

THE COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2017-05

A BYLAW REGULATING AND PROVIDING FOR THE TERMS AND CONDITIONS FOR THE SUPPLY AND USE OF WATER SERVICES AND SEWER SERVICES PROVIDED BY THE COUNTY OF ST. PAUL NO. 19

WHEREAS, pursuant to section 3 of the *Municipal Government Act* the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality; and

WHEREAS, pursuant to section 7(g) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities; and

WHEREAS, Council is desirous of establishing Rates, Fees, and Other Charges for utilities.

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

PART I - TITLE AND DEFINITIONS

Bylaw Title

- 1 This Bylaw shall be known as “The Utilities Bylaw”.

Definitions

- 2 In this Bylaw, unless the context otherwise requires:

- (a) **“Account”** means an agreement between a Customer and the County for the supply of Utility Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the County;
- (b) **“Chief Administrative Officer”** means the Chief Administrative Officer of the County or their delegate;
- (c) **“Council”** means the municipal council of the County of St. Paul No. 19;
- (d) **“County”** means the municipal corporation of the County of St. Paul No. 19 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (e) **“Cross Connection”** means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;
- (f) **“Customer”** means any Person that receives Utility Services and where the context or circumstances so require includes any Person who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services and also includes any Person acting as an agent or representative of a Customer;
- (g) **“Dwelling”** means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- (h) **“Engineering Design Standards”** means the County’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (i) **“Emergency”** means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
- (j) **“Facilities”** means any infrastructure forming part of:
  - i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, truck

fill facilities, curb stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the County that is used to produce and supply potable water to Customers; or

- ii. the Sewer System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Sewer Mains, Sewer Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the County that is used for the collection and transmission of Wastewater;

as the context requires.

- (k) **“Hazardous Waste”** has the same meaning as in the *Environmental Protection and Enhancement Act* and any regulations thereunder;
- (l) **“Meter”** means the individual or compound water meter and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the County to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- (m) **“Multiple Dwelling”** means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- (n) **“Municipal Tag”** means a tag or similar document issued by the County pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the County in lieu of prosecution for the offence;
- (o) **“Non-Pressurized System”** means the Facilities used by the County to supply non-pressurized (atmospheric pressure) potable water to Customers for storage in the Customer’s water cistern and, as required, pressurization of the water by the Customer;
- (p) **“Owner”** means:
  - i. in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
  - ii. in the case of any property other than land, the Person in lawful possession of it;
- (q) **“Peace Officer”** includes a Bylaw Enforcement Officer appointed by the County, a Community Peace Officer whose appointment includes enforcement of the County’s Bylaws and a member of the Royal Canadian Mounted Police;
- (r) **“Person”** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (s) **“Pressurized System”** means the Facilities used by the County to supply pressurized potable water to Customers;
- (t) **“Private Drainage Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Sewer System;
- (u) **“Private Water Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer’s Property, excluding the Meter owned by The County;
- (v) **“Property”** means:
  - i. in the case of land, a parcel of land including any buildings; or
  - ii. in other cases, personal property;

- (w) **“Service Connection”** means all of the Facilities required to achieve a physical connection between:
  - i. the County’s Water Main abutting a Customer’s Property and a Private Water Line to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point and a Private Water Line; or
  - ii. the County’s Sewer Main abutting a Customer’s Property and a Private Drainage Line to allow a Customer to discharge Wastewater, which includes a Sewer Service Line, a Service Connection Point and a Private Drainage Line,as the context requires;
- (x) **“Service Connection Point”** means the point on the Service Connection where:
  - i. a Water Service Line physically connects to a Private Water Line; or
  - ii. a Sewer Service Line physically connects to a Private Drainage System;
- (y) **“Sewer Main”** means those pipes installed for the collection and transmission of Wastewater within the County to which a Service Connection may be connected;
- (z) **“Sewer Services”** means the removal of Wastewater by the County from a Customer’s Property and associated services offered to the Customer under this Bylaw;
- (aa) **“Sewer Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Sewer Services attached as Schedule “C” to this Bylaw;
- (bb) **“Sewer Service Line”** means that portion of a Service Connection owned by the County that extends from the Sewer Main to the Service Connection Point;
- (cc) **“Sewer System”** means the Facilities used by the County for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*;
- (dd) **“Subsidiary Meter”** means a privately owned Meter installed on Property at the Customer’s expense and utilized strictly for the Customer’s purposes;
- (ee) **“Tenant”** means a Person who is not a Customer but who is in legal possession of a Property to which Water Service is provided;
- (ff) **“Terms and Conditions”** means the terms and conditions in respect of Water Services and Sewer Services described in Schedules “A”, “B”, “C” and “D”;
- (gg) **“Utility Services”** means Water Services or Sewer Services or both;
- (hh) **“Utility Services Guidelines”** includes Water Services Guidelines and Sewer Services Guidelines;
- (ii) **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*;
- (jj) **“Wastewater”** means the composite of water and water-carried wastes discharged from residential, commercial, industrial or institutional Properties;
- (kk) **“Water Demand Management Measures”** means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- (ll) **“Water Main”** means those pipes installed for the conveyance of water within the County to which Service Connections may be connected;
- (mm) **“Water Services”** means the provision of either pressurized or non-pressurized (atmospheric pressure) potable water, as applicable, by the County to a



Customer's Property and associated services offered to the Customer under this Bylaw;

- (nn) **“Water Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Water Services attached as Schedule “B” to this Bylaw;
- (oo) **“Water Service Line”** means that portion of a Service Connection owned by the County that extends from the Water Main to the Service Connection Point; and
- (pp) **“Water System”** means the Facilities used by the County to supply potable water to Customers through either a Pressurized System or a Non-Pressurized System, as applicable, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*.

**PART II - PROVISION OF UTILITY SERVICES**

**Other Public Utilities Prohibited**

3 All Utility Services provided within the County shall be provided by the County.

**Terms and Conditions**

4 All Utility Services provided by the County shall be provided in accordance with Schedules “A” “B” “C” “D” and “E” as applicable.

**Rates, Fees and Other Charges**

5

- (1) The County will provide Utility Services to Customers within the County at the rates, fees or other charges specified in Schedule “D”.
- (2) Where rates, fees or charges have not been established in Schedule “D” for a particular service the Chief Administrative Officer may establish charges for services provided. Without limiting the generality of the foregoing, the Chief Administrative Officer may establish charges for the following:
  - (a) Service connection fees and/or developer contributions;
  - (b) Meter accuracy tests;
  - (c) Meter resizing;
  - (d) Repair or replacement of damaged County Facilities where the Facilities are under the Customer's care or have been operated or interfered with by the Customer;
  - (e) Disconnection of service for non-payment;
  - (f) Missed appointment;
  - (g) Fire hydrant permits;
  - (h) Construction water;
  - (i) Water Service turn-on/turn-off at Customer request;
  - (j) After hour service callout;
  - (k) Frozen/damaged Meter.
- (3) All additional services provided by the County to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the County.
- (4) The County will operate and maintain the Water System and Sewer System at no additional charge to any Customer beyond the charges outlined in subsections (1), (2) and (3) except for costs arising from:
  - (a) requirements or requests for specific non-routine services not more particularly described in this Section or the acts or omissions of any particular Customer or defined group of Customers, or

- (b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the County 's favour

and such additional costs may at the Chief Administrative Officer's sole option (and in addition to any other legally available remedies) be added to a Customer's Account as an additional amount due and payable by the Customer to the County.

**Utility Services Guidelines**

6

- (1) The Chief Administrative Officer may adopt, amend, repeal and replace Utility Service Guidelines from time to time as the Chief Administrative Officer deems advisable.
- (2) Without limiting the generality of subsection (1), Guidelines may deal with any or all of the following subject matters:
  - (a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Utility Services are provided, or as a condition of ongoing provision of Utility Services;
  - (b) Customer Accounts, including without limitation provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Utility Services application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;
  - (c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption private or subsidiary meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when meters have malfunctioned;
  - (d) procedures or requirements concerning investigating Customer complaints and concerns;
  - (e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
  - (f) procedures or requirements that a Customer may comply with in order to access a truck fill facility;
  - (g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the County or at the request of a Customer;
  - (h) the turn-on and turn-off of Water Services, whether at the instigation of the County or at the request of a Customer; and
  - (i) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants.

**Notices**

- 7 In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer shall serve notice either:
  - (a) personally; or
  - (b) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the Alberta land titles registry certificate of title for the Property.

**PART III - ENFORCEMENT**

**Offence**

8 A Person who contravenes any provision of this Bylaw is guilty of an offence.

**Continuing Offence**

9 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

**Vicarious Liability**

10 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

**Corporations and Partnerships**

11

- (1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- (2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

**Fines and Penalties**

12

- (1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- (2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "E".

**Municipal Tag**

13

- (1) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) A Municipal Tag may be issued to such Person:
  - (a) either personally; or
  - (b) by mailing a copy to such Person at his last known post office address.
- (3) The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
  - (a) the name of the Person;
  - (b) the offence;
  - (c) the specified penalty established by this Bylaw for the offence;
  - (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and

- (e) any other information as may be required by the Chief Administrator.

**Payment in Lieu of Prosecution**

14 Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the County the penalty specified within the time period indicated on the Municipal Tag.

**Violation Ticket**

15

- (1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- (2) Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- (3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
  - (a) specify the fine amount established by this Bylaw for the offence; or
  - (b) require a Person to appear in court without the alternative of making a voluntary payment.

**Voluntary Payment**

16 A Person who commits an offence may:

- (a) if a Violation Ticket is issued in respect of the offence; and
- (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

**Obstruction**

17 No Person shall obstruct, hinder or impede any authorized representative of the County in the exercise of any of their powers or duties pursuant to this Bylaw.

**PART IV - GENERAL**

**Schedules**

18 The following schedules are included in, and form part of, this Bylaw:

- (a) Schedule “A” – General Terms and Conditions of Utility Services;
- (b) Schedule “B” – Terms and Conditions of Water Services;
- (c) Schedule “C” – Terms and Conditions of Sewer Services;
- (d) Schedule “D” – Rates, Fees, and Other Charges; and
- (e) Schedule “E” – Specified Penalties.

**Severability**

19 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

**Recission**

20 This Bylaw repeals Bylaw No. 2015-21 as amended.

**Enactment**

21 This Bylaw shall come into force and effect on March 14<sup>th</sup>, 2017.

READ A FIRST TIME IN COUNCIL THIS 14<sup>TH</sup> DAY OF MARCH 2017.

READ A SECOND TIME IN COUNCIL THIS 14<sup>TH</sup> DAY OF MARCH 2017.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 14<sup>TH</sup> DAY OF MARCH 2017.

\_\_\_\_\_  
**REEVE**

\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER**

\_\_\_\_\_  
Date Signed



**SCHEDULE “A”**

**GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES**

**PART I - GENERAL WATER AND SEWER PROVISIONS**

**Duty to Supply**

- 1
- (1)The County having constructed, operated and maintained a Water System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as Council considers advisable, to any Customer within the County situated along a Water Main.
  - (2)The County having constructed, operated and maintained a Sewer System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Sewer Services, upon such terms as Council considers advisable, to any Customer within the County situated along a Sewer Main.
  - (3)All Utility Services provided by the County shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Utility Services from the County.

**No Guarantee of Continuous Supply**

- 2
- (1)The County does not guarantee or warrant the continuous supply of potable water and the County reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect Water Services, in whole or in part, with or without notice, in accordance with this Bylaw. The County will endeavor to notify residents of any temporary alterations to their water service as soon as is practicable.
  - (2)Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The County assumes no responsibility for same.
  - (3)The County does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the County reserves the right to restrict the availability of Sewer Services or to disconnect Sewer Services, in whole or in part, with or without notice, in accordance with this Bylaw.
  - (4)The County shall not be liable for damages, including losses caused by a break within the County’s Water System or Sewer System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the County’s Water System or Sewer System, or generally for any accident due to the operation of the County’s Water System or Sewer System or for the disconnection of a Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

**Fees, Rates and Charges**

- 3
- (1) The County will provide Utility Services at the fees, rates and other charges specified in the Schedule “D” as may be amended by Council by bylaw from time to time.
  - (2) Where rates, fees or charges have not been established in Schedule “D” for a particular service the Chief Administrative Officer may establish charges for services provided.
  - (3) All additional services provided by the County to a Customer will be billed to the Customer in accordance with a written agreement between the Customer and the County.

**PART II - SERVICE CONNECTIONS**

**Application for Service Connection**

- 4
- (1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Chief Administrative Officer by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Chief Administrative Officer.
  - (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Chief Administrative Officer will advise the Customer whether and on what terms the County is prepared to supply Utility Services to the Customer, the type and character of the Service Connection(s) it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection(s) and supply of Utility Services.

**Easements and Rights-of-Way**

- 5
- At the request of the Chief Administrative Officer, the Customer shall grant or cause to be granted to the County, without cost to the County, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the County may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System or Sewer System.

**Design and Engineering Requirements for Service Connections**

- 6
- Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Chief Administrative Officer. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the County may reasonably require, signed and sealed by a professional engineer.

**Construction of Service Connections**

- 7
- (1) The County shall provide and install all Facilities up to the Service Connection Point, subject to the terms of the Utilities Bylaw including without limitation, payments by the Customer.
  - (2) The Customer shall be responsible for the installation and condition of the Private Water Line or Private Drainage Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point, including but not limited to any cistern and pump required if Water Services are to be supplied through a Non-Pressurized System and:
    - (a) shall ensure that the Customer's proposed Private Water Line or Private Drainage Line receives approval from the County prior to construction;
    - (b) shall not backfill the excavation until such time as the County has inspected the work or has advised approval of the work.

**Customer Responsibility for Service Connection**

- 8
- (1) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the County and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Utility Services that are located on the Customer's Property.
  - (2) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection or Utility Services, or to protect the safety or reliability of the Water System or Sewer System. The Customer shall provide and install any such devices at the Customer's sole expense.

**Compliance with Requirements and Use of Service Connection**

9

- (1) A Customer shall ensure that the Customer’s facilities comply with the requirements of the Utilities Bylaw, all applicable statutes, codes, standards and regulations and with the County’s specifications.
- (2) A Customer shall not use a Service Connection or any Utility Service received in a manner so as to interfere with any other Customer’s use of a Service Connection, or Utility Services.
- (3) A Customer who has breached subsection (2) shall, at the Chief Administrative Officer’s request, take whatever action is required to correct such interference or disturbance at the Customer’s expense.

**Abandonment of Service Connection**

10 Whenever a Customer no longer requires a Service Connection, or wishes to abandon a Service Connection, the Customer shall first obtain approval from the Chief Administrative Officer for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

**Ownership of Facilities**

11

- (1) The County retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to and including the Service Connection Point, unless a written agreement between the County and a Customer specifically provides otherwise.
- (2) Payment made by a Customer for costs incurred by the County for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the County and the Customer specifically provides otherwise.

**Access to Facilities**

12

- (1) No Person shall obstruct or impede the County’s free and direct access to any Facilities.
- (2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the County’s above-ground Facilities.
- (3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the County’s Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.
- (4) Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from the Chief Administrative Officer a notice in writing to do so, then in addition to any other legal remedy available the Chief Administrative Officer may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer’s Account.

**Interference with or Damage to Facilities**

13

- (1) No Person shall interfere with or alter any Meter, seals or other Facilities or permit the same to be done by any Person other than an authorized agent of the County.
- (2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer’s Property unless occasioned by circumstances as determined in the Chief Administrative Officer’s sole discretion to have been beyond the Customer’s control.

**Protection of Facilities on Customer’s Property**

14 The Customer shall furnish and maintain, at no cost to the County, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer’s Property. If the Customer refuses, the Chief Administrative Officer may, at his or her option, furnish and maintain, and charge the Customer for furnishing and maintaining, the

necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Chief Administrative Officer's specifications and approval.

**Customer to Pay Relocation Costs**

15 The Customer shall pay all costs of relocating the County's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by the County, the Customer shall pay the estimated cost of the relocation in advance.

**Prohibited Extension of Customer Owned Facilities**

16 A Customer shall not extend or permit the extension of a Private Water Line, Private Sewer Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System or Sewer System, beyond the Property in respect of which they are used to supply Utility Services through a Service Connection.

**PART III - UTILITY ACCOUNTS**

**Requirement for Account**

- 17
- (1) The Owner of a Property shall apply for an Account with the County and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
  - (2) In the case of a Multiple Dwelling, the Chief Administrative Officer may require that a separate Account be opened in respect of each Dwelling within the Multiple Dwelling, regardless of the number of Service Connections through which water is delivered to the Multiple Dwelling.
  - (3) Except as provided under the Utilities Bylaw, the County shall not grant Utility Services to a Tenant.
  - (4) Notwithstanding subsection (3) above, an Owner may request to have bills mailed to the Tenant at a Property under the Owner's name; however, the Owner of a Property where Utility Services are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
  - (5) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the County, failing which the County may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

**Security Deposits**

- 18
- (1) The Chief Administrative Officer may, in his or her sole discretion, at the time of a Customer's application for Utility Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.
  - (2) The Chief Administrative Officer may, in his or her sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.
  - (3) A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated and the Customer's Account is closed. Where a Customer's Utility Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to the County.
  - (4) The County is not obliged to pay interest on any security deposit held by the County to a Customer.

**Obligation to Pay**

19

- (1) The Chief Administrative Officer may add to a Customer’s Account the charges for all Utility Services provided by the County to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.
- (2) No reduction in charges for Utility Services will be made for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the water supply.
- (3) The amount of the billing shall be based upon the rates, fees and charges set out in the County’s Fee Schedule Bylaw, with water consumption being determined by the applicable Meter reading obtained on a bi-monthly basis, or such other frequency in the discretion of the Chief Administrative Officer. Where a Meter reading is not obtainable, at the discretion of the Chief Administrative Officer, a system-generated estimate may be used.
- (4) Payment on Accounts may be made to the County at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

**Past Due Accounts**

20

- (1) A late payment charge shall be applied to all charges on a Customer’s Account if the Customer’s payment has not been received by the County by the due date. The Customer may also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.
- (2) Any charge on a Customer’s Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the County and is recoverable by any or all of the following methods, namely:
  - (a) by action, in any Court of competent jurisdiction;
  - (b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Utility Services;
  - (c) by Council adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

**Disconnection without Notice**

21 If the Chief Administrative Officer believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Chief Administrative Officer’s sole judgment, requires such action, the Chief Administrative Officer has the right to withhold connection or to disconnect a Service Connection without prior notice to the Customer.

**Disconnection with Notice**

22 The Chief Administrative Officer may withhold connection or may disconnect a Customer’s Service Connection (without prejudice to any of the County’s other remedies) after providing 48 hours advance notice to the Customer, as applicable, in the following circumstances:

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute;
- (b) as required by law;
- (c) if the Customer is in violation of any provision of the Utilities Bylaw or any agreement between the Customer and the County for the provision of Utility Services; or
- (d) any other similar circumstances to those described above that the Chief Administrative Officer determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours’ notice.



**Reconnection of Service**

23 Before the County reconnects or restores Utility Services, the Customer shall pay:

- (a) any amount owing to the County for the provision of Utility Services;
- (b) the applicable reconnection charges; and
- (c) any applicable security deposit.

**The County’s Right of Entry**

24

- (1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the County shall have the right to enter a Customer’s Property at all reasonable times, or at any time during an Emergency, for the purpose of:
  - (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing the County’s Facilities;
  - (b) investigating or responding to a Customer complaint or inquiry;
  - (c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and
  - (d) for any other purpose incidental to the provision of Utility Services.
- (2) The Chief Administrative Officer will make reasonable efforts to notify the Customer in advance of entering a Customer’s property or to notify any other Person who is at the Customer’s property and appears to have authority to permit entry, except:
  - (a) in cases of an Emergency;
  - (b) where entry is permitted by order of a court or other authority having jurisdiction;
  - (c) where otherwise legally empowered to enter;
  - (d) where the purpose of the entry is in accordance with subsection (1)(c) above.
- (3) The Customer shall pay a no access fee sufficient to cover the County’s reasonable out-of-pocket and administrative costs, if the County’s lawful entry to a Customer’s Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

**Removal of County Facilities**

25 Where any Customer discontinues Utility Services furnished by the County, or the County lawfully refuses to continue any longer to supply it, any authorized representative of the County may at all reasonable times enter the Customer’s Property to remove any Facilities in or upon such Property.

**False Information**

26 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the County pursuant to the Utilities Bylaw.

**SCHEDULE “B”**

**TERMS AND CONDITIONS OF WATER SERVICES**

**Water Demand Management Measures**

- 1
- (1) The Chief Administrative Officer may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures to restrict water usage to any or all parts of the County.
  - (2) All water restrictions shall be duly advertised by use of local media, printed or otherwise, prior to taking effect.
  - (3) No Person shall contravene the terms or conditions of any Water Demand Management Measures, without first obtaining the Chief Administrative Officer’s authorization.

**Alternate Water Supply**

- 2
- (1) Except as provided for in this Section, once a Property is connected to the Water System, no Person shall allow water to be supplied to that Property by way of a well, spring, or other source of water supply that is not connected to the Water System.
  - (2) In rural areas of the County, a Person may use an alternate source of water supply for irrigation, livestock watering, or other non-domestic purposes.
  - (3) In a hamlet of the County, a Person may use a well existing on a Property prior to the coming into force of this Bylaw for irrigation or other non-domestic purposes, but no new well may be drilled on any Property.
  - (4) No Person shall allow an alternate source of water to be connected, directly or indirectly, to the Water System.

**Resale and Supply of Water**

- 3
- No Person shall, unless authorized by the Chief Administrative Officer in writing:
- (a) resell water obtained from the Water System to any other Person;
  - (b) supply water obtained from the Water System to any Person who intends to sell the water; or
  - (c) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.

**Unauthorized Use of Water**

- 4
- (1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:
    - (a) in a manner that will impede water use by other Customers;
    - (b) unless an Account has been opened by the Customer;
    - (c) unless the water has first passed through a Meter, except in the case of unmetered temporary Water Services in accordance with Section 6; or
    - (d) in any other unauthorized manner.
  - (2) If the Chief Administrative Officer finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, the Chief Administrative Officer may make such changes in the County’s Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
  - (3) Upon finding an unauthorized use of water, the Chief Administrative Officer may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.

- (4) A Person that uses water in contravention of this Section shall pay the following charges:
- (a) the applicable rate for the water used and, where necessary, based on an estimate by the Chief Administrative Officer of the amount of water used in contravention of this Section;
  - (b) all costs incurred by the County in dealing with the contravention; and
  - (c) any other applicable fees or charges provided for in Schedule “D.”

**Authorizations and Approvals for Private Water Line**

- 5
- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.
  - (2) The County shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the County’s requirements applicable to the installation and operation of the Private Water Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

**Temporary Water Services**

- 6 The County may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such Water Services as specified in the Utilities Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for metered Water Services when
- i) a County final inspection is issued for the development; or
  - ii) the development is being used for its intended purpose;
- whichever event occurs first.

**PART IV - WATER METERS**

**Provision and Ownership of Meters**

- 7
- (1) All water supplied by the County through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise.
  - (2) The County shall, at the Customer’s sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the County, notwithstanding the Customer has paid the County’s costs of supply, unless the Chief Administrative Officer and the Customer have expressly agreed in writing otherwise.
  - (3) In the case of new construction, a Customer’s Property may only be occupied after the Meter is installed and an Account opened.

**Responsibilities of Customer**

- 8
- (1) Each Customer shall ensure that a location on the Customer’s Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.
  - (2) Each Customer shall provide adequate protection for the Meter supplied by the County against freezing, heat or any internal or external damage.

- (3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

**General Meter Restrictions**

9

- (1) No Person, other than an authorized agent of the County, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) No Person shall break, tamper, or interfere with any Meter.
- (3) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.
- (4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

**Subsidiary Meters**

10

- (1) A Customer may, for his own benefit, and at his own cost, install a Subsidiary Meter between the Meter supplied by the County and the point of use of the water supplied, provided that the County shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this Section.
- (2) All Subsidiary Meters shall remain the property of the Owner.
- (3) Where, in the opinion of the Chief Administrative Officer, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the County's Meter, the Chief Administrative Officer may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the Chief Administrative Officer.

**Access to Meters**

- 11 The Chief Administrative Officer may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.

**Meter Readings**

- 12 Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the County as a result of the Customer failing to provide or allow the County access to the Meter during a billing period:
  - (a) a notice may be left at the Customer's address requesting the Customer to contact the Chief Administrative Officer within 2 working days, advising of the date and time that the Chief Administrative Officer will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or
  - (b) in the case where the Customer does not contact the Chief Administrative Officer within 2 working days, the County may disconnect the Service Connection without any further notice until such time as an actual Meter reading can be obtained.

**Meter Testing**

13

- (1) At the request of a Customer, the Chief Administrative Officer shall arrange for on-site Meter verification and if necessary, shall arrange for a Meter to be tested by a person qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 97% and 103% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.
- (2) If the Meter is found to be recording inaccurately as defined above, the Chief Administrative Officer will:
  - (a) repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the County; and
  - (b) the Account based on the readings of that Meter during the period of 4 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be



accepted by both the County and the Customer in full settlement of any claim that may arise out of the error in the Meter.

- (3) The Chief Administrative Officer may at any time inspect or test any Meter, on its own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

**Circumvention of Meter**

14

- (1) If under any circumstances, a Person other than an authorized agent of the County prevents a Meter from accurately recording the total volume of water supplied, the County may disconnect the Service Connection or take other appropriate actions to ensure access to accurate Meter data or both.
- (2) The Chief Administrative Officer may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

**PART V - FIRE HYDRANTS AND OTHER FACILITIES**

**Use of Water from Fire Hydrants**

15

- (1) Unless authorized by the Chief Administrative Officer, no Person shall operate or interfere with a fire hydrant, whether owned by the County or privately owned, except as necessary for firefighting purposes.
- (2) A Customer requesting authorization to use water from a fire hydrant shall apply to the Chief Administrative Officer by paying all associated fees and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by the Chief Administrative Officer.
- (3) The Chief Administrative Officer will advise the Customer whether and on what terms the County is prepared to authorize use of a fire hydrant and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of using a fire hydrant.

**Fire Hydrant Flow Tests**

16

- (1) No Person shall conduct fire hydrant flow tests without first obtaining the authorization of the Chief Administrative Officer.
- (2) Fire hydrant flow tests shall be conducted at the Customer's sole expense, including all costs associated with having a County representative attend to witness the test.

**Private Fire Hydrants**

17

- (1) A Customer who wishes to install a private fire hydrant on the Customer's Property may, upon obtaining approval for the installation from the Chief Administrative Officer, do so at the Customer's sole expense.
- (2) A Customer shall ensure that every private fire hydrant located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.
- (3) The Chief Administrative Officer may, at any reasonable time, inspect and test a private fire hydrant for compliance with the Water Bylaw.

**Interference with Fire Hydrants**

18

- (1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.

- (2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

**Operation of Curb Stops**

- 19 No Person, other than an authorized representative of the County, shall operate a Curb Stop on any Property.

**Cross Connections**

- 20
  - (1) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.
  - (2) Where the Chief Administrative Officer determines that there exists a connection or Cross Connection prohibited by this Section, the Chief Administrative Officer shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, disconnect the Service Connection immediately for such time as the prohibited connection or Cross Connection continues.

**SCHEDULE “C”**

**TERMS AND CONDITIONS OF SEWER SERVICES**

**Unauthorized Use of Sewer System**

1

- (1) No Person shall use the Sewer System, or allow the Sewer System to be used:
  - (a) in a manner that will impede the Sewer System’s use by other Customers;
  - (b) unless an Account has been opened by the Customer; or
  - (c) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of the Sewer System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of the Sewer System, the Chief Administrative Officer may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.
- (4) A Person that uses the Sewer System in contravention of this Section shall pay the following charges:
  - (a) the applicable rate for the Sewer Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this Section;
  - (b) all costs incurred by the County in dealing with the contravention; and
  - (c) any other applicable fees or charges provided for in Schedule “D.”

**Alternate Wastewater Collection**

2

- (1) Once a Property is connected to the Sewer System, no Person shall, unless authorized in writing by the Chief Administrative Officer, maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the collection or disposal of Wastewater on that Property.
- (2) The Chief Administrative Officer may allow a Person to maintain alternate Wastewater collection facilities described in subsection (1) subject to such terms and conditions as the Chief Administrative Officer deems necessary, including but not limited to imposing a limit on the period of time for which the alternate Wastewater collection facilities may be used.
- (3) No Person who has been granted permission by the Chief Administrative Officer to maintain an alternate Wastewater collection facility shall allow that alternate facility to be connected, directly or indirectly, to the Sewer System.

**Authorizations and Approvals for Private Sewer Line**

3

- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Sewer Line.
- (2) The County shall not be required to commence Sewer Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the County’s requirements applicable to the installation and operation of the Private Sewer Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.



**Discharge into Sewer System**

4

- (1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Sewer System any matter other than domestic Wastewater resulting from normal human living processes.
- (2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Sewer System:
  - (a) any matter containing Hazardous Waste;
  - (b) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion;
  - (c) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Sewer System;
  - (d) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Sewer System;
  - (e) any condensing water, heated water or other liquids of a temperature higher than one hundred and seventy (170) degrees Fahrenheit;
  - (f) the contents of any privy vault, manure pit or cesspool; or
  - (g) the contents of a sump pump or surface drainage.

**Commercial or Industrial Wastes**

5

- (1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Sewer System unless prior approval has been granted by the Chief Administrative Officer and only then after any required pretreatment of the Wastewater or other matter as prescribed by the Chief Administrative Officer.
- (2) All necessary pretreatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

**No Dilution**

- 6 No Person shall dilute or permit to be diluted any Wastewater in order to enable its discharge in compliance with these Terms and Conditions.

**Oil, Grease and Sand Interceptors**

7

- (1) The Customer of any Property on which there is commercial or institutional food preparation shall provide a grease and oil interceptor on all fixtures that may release oil and grease.
- (2) The Customer of any industrial, commercial or institutional Property where vehicles or equipment are serviced, repaired, disassembled or washed shall provide a grease, oil and sand interceptor on all fixtures that may release grease, oil or sand.
- (3) The Chief Administrative Officer may require a Customer of any Property to install an interceptor if the Chief Administrative Officer, in its sole discretion, determines that an interceptor is required.
- (4) All interceptors shall be:
  - (a) of sufficient capacity and appropriate design to perform the service for which the interceptors are used;
  - (b) located to be readily accessible for cleaning and inspection; and
  - (c) maintained by the Owner.

**Protection of Sewer System**

8

- (1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Sewer System, except as authorized by the Chief Administrative Officer.
- (2) No person shall interfere with the free discharge of any Sewer Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Sewer System.
- (3) In case of a blockage, either wholly or in part, of the Sewer System by reason of negligence or the failure or omission to strictly comply with the provisions of this Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other amount for which the County may be held liable for due to such blockages.

**Hauled Wastewater**

- 9 No Person shall discharge or permit the discharge of hauled Wastewater except at a hauled Wastewater discharge location approved by the Chief Administrative Officer and only then in accordance with any terms and conditions imposed by the Chief Administrative Officer, including payment of applicable fees and charges.

**Spills**

10

- (1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to this Bylaw shall, immediately after becoming aware of the discharge, notify:
  - (a) the Chief Administrative Officer and provide the following information:
    - i. name of the Person causing or permitting the discharge;
    - ii. location of the release;
    - iii. name and contact information of the Person reporting the discharge;
    - iv. date and time of the discharge;
    - v. type of material discharged and any known associated hazards;
    - vi. volume of the material discharged; and
    - vii. corrective action being taken, or anticipated to be taken, to control the discharge;
  - (b) the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
  - (c) any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge.
- (2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:
  - (a) confine, remedy and repair the effects of the discharge; and
  - (a) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

## SCHEDULE “D”

### COUNTY OF ST. PAUL WATER AND SEWER SERVICE FEES AND CHARGES

1

(1) The following fees and charges will apply for water and sewer services:

#### **Monthly Water Rates for Pressurized System Customers:**

##### County of St. Paul Regional System (Hamlets of Lottie Lake and Ashmont)

- Fixed Water Service Fee	\$60.00 per month
- Consumption	\$4.90 per cubic meter

##### Mallaig Regional System

- Fixed Water Service Fee	\$26.00 per month
- Consumption	\$3.49 per cubic meter

#### **Monthly Water Rates for Non-Pressurized System Customers**

##### Elk Point Regional System

- Fixed Water Service Fee	\$51.65 per month
- Consumption	\$2.02 per cubic meter

##### County of St. Paul Regional System (Outside Hamlet Boundaries)

- Fixed Water Service Fee	\$50.85 per month
- Consumption	\$2.65 per cubic meter

#### **Bulk Potable Water Sales:**

Ashmont Truck Fill	\$6.50 per cubic meter
Mallaig Truck Fill	\$4.50 per cubic meter

#### **Monthly Sewer Rates:**

##### Ashmont

- Fixed Monthly Sewer Service Fee	\$10 per month
-----------------------------------	----------------

##### Mallaig

- Fixed Monthly Sewer Service Fee	\$20 per month
-----------------------------------	----------------

**Exceptions to the above rates are as follows:**

#### **Mallaig**

Account No.	Name	Amount	Service
20054.1	Heritage Homes	\$92.00	Flat Sewer
20055.1	Mallaig School	\$284.00	Flat Sewer



---

### **Ashmont**

30009.1	Ashmont School	\$200.00	Flat Sewer
30012.1	Heritage Homes	\$50.00	Flat Sewer

### **Additional Fees:**

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

Turn on/Turn off Fee (All customers receive one free every calendar year; customers will be charged for second turn on/shut off in a year)	\$100.00
--	----------

<b><u>Connection to Regional Line</u></b>	At Cost
---	---------

<b><u>New Water Service Connection</u></b>	\$1,500.00
--	------------

<b><u>New Sewer Service Connection</u></b>	\$1,000.00
--	------------

**SCHEDULE “E”**  
**SPECIFIED PENALTIES**

1

(1) Penalties under this By-law will be applied as follows:

<b>Section</b>	<b>Offence</b>	<b>Specified Penalty</b>
s. 17	Obstruct an authorized representatives	\$200
Schedule “A”, s. 7(2)(b)	Backfill before Service Connection inspection	\$250
Schedule “A”, s. 9(2)(c)	Interfere with another Customer’s Service Connection/Water Services	\$200
Schedule “A”, s. 12(1)	Obstruct access to Facilities	\$500
Schedule “A”, s. 12(2)	Failure to manage vegetation on Property	\$200
Schedule “A”, s. 12(3)	Install structure that interferes with proper and safe operation of Facilities	\$200
Schedule “A”, s. 13(1)	Interfere with or alter Facilities	\$500
Schedule “A”, s. 16	Extend Customer-owned infrastructure beyond Property	\$750
Schedule “A”, s. 26	Supply false or inaccurate information	\$200
Schedule “B”, s. 1(3)	Fail to comply with Water Demand Management Measures	\$500
Schedule “B”, s. 2(1)	Obtain water from source not connected to the Water System	\$500
Schedule “B”, s. 2(3)	Connect an alternate water source to the Water System	\$500
Schedule “B”, s. 3(a)	Unauthorized resale of water	\$500
Schedule “B”, s. 3(b)	Supply water to Person intending to resell water	\$500

## Appendix 1 for 8.7.: Utilities

Schedule "B", s. 3(c)	Supply water to Property capable of own Service Connection	\$500
Schedule "B", s. 4(1)(a)	Use water in unauthorized manner	\$500
Schedule "B", s. 4(1)(b)	Impede water use of other Customers	\$200
Schedule "B", s. 4(1)(c)	Use water without an Account	\$500
Schedule "B", s. 4(1)(d)	Use water that did not pass through a Meter	\$500
Schedule "B", s. 9(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	\$500
Schedule "B", s. 9(2)	Break, tamper or interfere with Meter	\$500
Schedule "B", s. 9(4)	Obstruct access to Meter	\$250
Schedule "B" s. 15(1)	Unauthorized operation of a fire hydrant	\$750
Schedule "B", s. 16(1)	Unauthorized fire hydrant flow test	\$750
Schedule "B", s. 18(1)	Obstruct access to or operation of a fire hydrant	\$300
Schedule "B", s. 18(2)	Fail to maintain one meter clearance around fire hydrant	\$300
Schedule "B", s. 19	Unauthorized operation of Curb Stop	\$500
Schedule "B" s. 20(1)	Connection/Cross Connection that could contaminate water	\$750
Schedule "C", s. 1(1)(a)	Use Sewer System in unauthorized manner	\$500
Schedule "C", s. 1(1)(b)	Impede Sewer Use of other Customers	\$200
Schedule "C", s. 1(1)(c)	Use Sewer Service without an account	\$500
Schedule "C", s. 2	Unauthorized alternate sewer supply	\$500
Schedule "C", s. 4(1)	Discharge matter other than	\$500



## Appendix 1 for 8.7.: Utilities

	household waste	
Schedule "C", s. 5(1)	Discharging industrial wastewater without approval or proper pretreatment	\$500
Schedule "C", s. 6	Diluting Wastewater to allow for discharge into Sewer	\$500
Schedule "C", s. 8(1)	Tampering with Sewer System without authorization	\$500
Schedule "C", s. 8(2)	Interfering with the free discharge of Sewer Main	\$500
Schedule "C", s. 9	Discharge of hauled wastewater at location not approved by the Chief Administrative Officer	\$500
<b>Any subsequent offence</b>		<b>Double the specified penalty listed above</b>



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.8. Bylaw No. 2017-06 - Fee Schedule Bylaw

#20170308011

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-06, Fee Schedule Bylaw, is being presented to Council to update the current fee Schedule Bylaw to reflect rate changes approved for Planning and Development and proposed changes for the ASB Department. The proposed changes are in red.

There are also several areas that will be deleted and moved into a "Penalties Bylaw" or moved back into the bylaw that they pertain to, where they originated from. Those bylaws will also be presented at this meeting for approval.

When this bylaw is approved, Bylaw No. 2016-22 will be repealed.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-06, Fee Schedule Bylaw.

Motion to give second reading to Bylaw No. 2017-06.

Motion to present Bylaw No. 2017-06 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-06 third reading.

#### Additional Information

---

**Originated By :** pcorbiere

**COUNTY OF ST. PAUL NO. 19**

**BYLAW NO. 2017-06**

---

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

---

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

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

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

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

Bylaw 1179	Cash Deposit – Municipal Elections
Bylaw 1304	Assessment Appeals
<del>Bylaw 1426</del>	<del>Off Highway Vehicle Bylaw</del>
<del>Bylaw 1484</del>	<del>Corridor Regulation Bylaw</del>
Bylaw 1555	Subdivision Processes and Appeals Bylaw
Bylaw 1568	Records and Data Retrieval Bylaw
<del>Bylaw 1624</del>	<del>Tax Penalty Bylaw</del>

4. That Bylaw No. 2016-22 is hereby repealed.
5. This Bylaw comes into force and effect upon its final passing thereof

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of December, A.D. 2017.

Read a third time in Council and duly passed this 14<sup>th</sup> day of March, A.D. 2017.

---

Reeve

---

Chief Administrative Officer



## Schedule A

**Administration 12****Credit Cards**

Credit card acceptance fee	3%
----------------------------	----

**Data Retrieval**

Administration Fee	\$10.00 per 1/4 hour
Photocopying Fee	No charge for first 50 pages \$0.25/page for each additional page (Provided on CD or DVD) - \$5.00
Electronic Copy Fee	Cost of retrieval + 10%
Outside Retrieval Fee	

**Election Deposit (cash)**

\$100.00
----------

**NSF Cheques**

\$20.00
---------

**Promotional Items (Shirts, Caps, Flags etc.)**

Cost Recovery
---------------

**Geographical Information System**

Custom GIS Mapping/ Analysis	\$65.00
------------------------------	---------

**Maps**

County Land Ownership	\$15.00
Parcel Map 8.5"x11"	\$5.00 for non owners
Parcel Map 11" x 17"	\$5.00 for non owners
Parcel Map 18"x24"	\$10.00
Subdivision	\$0 for owners
Subdivision	\$5 for non owners
Map Binder of all Subdivisions	\$75.00
Postage on Map Sales	\$13.00

**Ortho Photo**

8.5"x11"	\$10.00 for non owner
11" x 17"	\$12.00 for non owner
18" x 24"	\$12.00 for non owner
No mass sales as per agreement	

**Rural Address**

Rural Address Binders	\$100.00
Rural Address Replacements Signs	Cost Recovery
Rural Address New Signs	\$0

**Assessment & Taxation**

Tax Certificates	\$20.00
Tax Searches	\$20.00
Re-print Tax Notices	\$10.00
<b>Assessment Appeals-</b> Residential	\$50.00
<b>Assessment Appeals-</b> Non Residential (refundable if Successful)	\$200.00

<b>Assessment Records</b> to Landlord	\$0
---------------------------------------	-----

<b>Assessment Records</b> to Firms (per roll number)	\$20.00
--	---------

**Tax Notifications**

Registering Tax Notification	\$25.00
Discharge Tax Notification	\$0

## Appendix 1 for 8.8.: Bylaw No. 2017-06

### Tax Recovery Process

Admin Fee	As per MGA 427(1)(d)
Final Acquisition	No Charge
Revival of Title	Cost
Tax Sale	\$50.00

### County Office

Lower Level Board Room- ½ day	\$50.00
Lower Level Board Room -1 day	\$75.00

### Noise Bylaw Offence

1 <sup>st</sup> Offence	\$100.00
2 <sup>nd</sup> Offence	\$200.00
3 <sup>rd</sup> Offence	\$500-\$2500

### Off Highway Vehicle

1 <sup>st</sup> Offence	\$50.00
-------------------------	---------

### Muni-Corr

Guilty of an Offence- 1 <sup>st</sup> Offence	\$1,000.00
2 <sup>nd</sup> Offence	\$2,000.00

### Penalties Unpaid Taxes

July 1 <sup>st</sup>	3%
December 1 <sup>st</sup>	10%
February 1 <sup>st</sup>	10%

### Access to Information (FOIP)

As per Freedom of Information & Protection of Privacy Regulations

### Safety Codes Act Offences

As per Safety Codes Act

## Fire 23

### Fire

Extinguish Fire Call	\$450.00
----------------------	----------

### Open Air Fires:

1 <sup>st</sup> Offence	Not to Exceed \$5000.00
2 <sup>nd</sup> & Subsequent Offences	Not to Exceed \$10,000.00

### District Fire Dept Responds

District Fire Dept Responds	\$250.00 each Hour or Fraction
Each additional fire fighter	\$20.00 per hour portion

### Anyone not complying with Bylaw

1 <sup>st</sup> Offence	\$450.00
2 <sup>nd</sup> Offence within one year period	\$600.00
3 <sup>rd</sup> Offence or subsequent offence within one year period	\$1,000.00
Issuance of a Violation Ticket	Not less than \$450.00 & not more than \$10,000.00

**PW 32****Cemeteries****Interment Plots- 5'x10'**

One Cremation in existing Plot	\$600.00
2 <sup>nd</sup> Interment in existing Plot	\$200.00
	\$300.00

**Cremation Plots**

5'x10'	\$600.00
2 <sup>nd</sup> interment in same plot	\$200.00

**Newborn/ Infant Plots**

\$200.00

**Disinterment**

\$600.00

~~Anyone not complying with Bylaw~~~~—1<sup>st</sup> Offence~~ ~~\$300.00~~~~—2<sup>nd</sup> Offence within a one year period~~ ~~\$500.00~~~~—3<sup>rd</sup> Offence within a one year period~~ ~~\$1,000.00~~~~Issuance of a Violation Ticket~~ ~~Not less than \$300 and not more than \$10,000~~**Snow Plow Flags**

\$20.00 - one time plow

**Gravel- Private Sales**

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

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

**Custom Grader Work**

\$60.00/hr

**Unightly Properties**

\$250 Administration Fee on any cleanup

**Travis – MJ**

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

**Airport 33****St. Paul Airport Parking Fees- Grass**

- \$200.00 per unit per year  
 - \$125.00 per unit per half-year (six months)  
 - \$5.00 per unit overnight fee  
 - \$5.00 per unit plug-in fee

**St. Paul Aircraft Parking Fees- Tarmac**

\$10.00 per day (min of four hours) or  
 \$100.00 per month  
 \$100.00 per day for agricultural spray planes

**St. Paul Hangar Land Lease Rates**

As per Agreement approved by the St.  
 Paul Airport Committee.

Notes: i) Fees for Grass area will not be applied to aircraft on lease lot

## Water & Sewer 41/42

### Monthly Utility Rates

#### Lottie Lake

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

#### Mallaig

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

#### Ashmont

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

#### Ashmont Regional

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

#### Elk Point Regional

-Service charge	\$51.65
-Consumption (Water – \$1.55 per cubic Meter)	

### Exceptions to the above rates are as follows

#### Mallaig

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

#### Ashmont

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

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

Reconnection Fee	\$100.00
------------------	----------

<u>Connection to Regional Line</u>	At Cost
------------------------------------	---------

<u>New Water Service Connection</u>	\$1,500.00
-------------------------------------	------------

<u>New Sewer Service Connection</u>	\$1,000.00
-------------------------------------	------------



## Appendix 1 for 8.8.: Bylaw No. 2017-06

### Summer Residents

For Any Additional Connections/ Disconnections Per year	\$30.00
A Minimum of 5 months a year	charge for 5 months whether they remain for the full five months or not

### New Utility Service Connection

\$300.00-plus costs

Obstruct an authorized representative	\$200
Obstruct access to facilities	\$500
Failure to manage vegetation on property	\$200
Install structure that interferes with proper and safe operation of facilities	\$200
Interfere with or alter facilities	\$500
Extend customer-owned infrastructure beyond property	\$750
Supply false and inaccurate information	\$200
Fail to comply with water demand management measures	\$500
Unauthorized resale of water	\$500
Supply water to person intending to resell water	\$500
Supply water to property capable of obtaining own service	\$500
Use Water in unauthorized manner	\$500
Impede water use of other customers	\$200
Use water without account	\$500
Use water that did not pass through meter	\$500
Unauthorized installation, testing, removal, repair, replacement Or disconnection of meter	\$500
Break, tamper or interfere with meter	\$500
Obstruct access to meter	\$250
Unauthorized operation of curb stop	\$500
Connection or Cross Connection that could contaminate water	\$750
Backfill before service connection inspection	\$250
Interfere with another customer's service connection/service	\$200
Obtain water from a source not connected to the water system	\$500
Connect to an alternate source to the water system without permission	\$500

### Sewer System

Use sewer system in unauthorized manner	\$500
Impede sewer use of other customers	\$200
Use sewer service without an account	\$500
Unauthorized alternate sewer supply	\$500
Discharge matter other than household waste	\$500
Discharge industrial waste water without approval or proper pre-treatment	\$500
Diluting wastewater to allow for discharge into sewer	\$500
Tampering with sewer system	\$500
Interfering with discharge of sewer main	\$500
Discharge of hauled wastewater at location not approved by CAO	\$500

## Waste 43

### Front Load Bin Rental Fees

4 yard bin:	
- Once per month	\$75.60

## Appendix 1 for 8.8.: Bylaw No. 2017-06

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

### 6 Yard Bin:

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

Bin Delivery Charge	\$ 75.00
---------------------	----------

Bin Delivery Charge to re-deliver a bin after it has been removed Due to suspension of services	\$150.00
--	----------

### Roll Off Bin Rental Fees

- Monthly	\$135.00
- Weekly	\$ 33.75

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

-Plus Landfill Tipping Fee:	As Per site attendant
-----------------------------	-----------------------

All Commercial Rentals will be charged extra monthly fee	\$ 25.00
--	----------

## Agriculture Service Board 62

### Dog Fines

Offence	Violation-Tag Penalty	1st Offence-Penalty for Violation-Ticket	2nd Offence-Penalty for Violation-Ticket
<del>- Dog at large</del>			-
- Vicious Dogs	\$100.00	\$250.00	\$500.00 -
- Restricted Dogs	\$100.00	\$250.00	\$500.00 -
- Other Dogs	\$100.00	\$250.00	\$500.00 -
- Female in heat	\$100.00	\$250.00	\$500.00 -
- Barking, Howling	\$100.00	\$250.00	\$500.00 -
- Damage to property	\$100.00	\$250.00	\$500.00 -
- Dog in prohibited area	\$100.00	\$250.00	\$500.00 -
- More than 2 dogs on property	\$100.00	\$250.00	\$500.00 -
- Threatening/ attacking a person	\$100.00	\$250.00	\$500.00 -
- Chasing a person	\$100.00	\$250.00	\$500.00 -
Attacking, harassing, injuring or killing an animal	\$100.00	\$250.00	\$500.00 -
Vicious or restricted dog not confined or on leash	\$100.00	\$250.00	\$500.00 -
- Interfering with Dog Control Off.	\$100.00	\$250.00	\$500.00 -

**Agriculture - Rental Equipment**

<b>Rental Equipment</b>	<b>Damage Deposit</b>	<b>Rental</b>
- Post Pounder	\$100.00	\$80.00/day \$160.00/weekend
- Cattle Weigh Scale (Imperial)	\$ <del>50.00</del> \$100.00	\$20.00
Portable Corrals and Loading Chute	\$ <del>50.00</del> \$100.00	\$20.00
- <del>Squeeze Chute</del>	<del>\$100.00</del>	<del>\$20.00</del>
- Insecticide Sprayer 200 gal	\$ <del>50.00</del> \$100.00	\$50.00
Tree Planter	<del>\$50.00</del> N/C	N/C
- Skunk Traps	<del>\$20.00</del> \$150.00	N/C
- 16' Land roller <del>\$3.00 min chg. \$225</del> \$3.50/ac	<del>\$20.00</del> \$200.00	N/C-\$250.00 min chg
- Mag Pie Trap & Scare Cannons	\$50.00	N/C

**Mouse Poison**

\$2.00/bag

**Beaver Control**

\$200/dam removed

**Mowing Charges**

\$125 per lot

\$125 per hour

**Planning and Development 66****Planning Documents**

Land Use Bylaw- Document	\$25.00
Land Use Bylaw- Disc	\$10.00
Municipal Development Plan- Document	\$25.00
Municipal Development Plan- Disc	\$10.00
Area Structure Plan- Document	\$25.00
Area Structure Plan-Disc	\$10.00
St. Paul InterMunicipal Development Plan- Document	\$25.00
St. Paul InterMunicipal Development Plan- Disc	\$10.00
Elk Point InterMunicipal Development Plan- Document	\$25.00
Elk Point InterMunicipal Development Plan- Disc	\$10.00
Land Use Bylaw, MDP, ASP, IDP Amendment	\$1,000

**Undeveloped Road Allowance Licensing Applications**

Application Fee	\$250.00
Annual License Fee	\$100.00

**Land Leases**

Application Fee	\$250
-----------------	-------

**Subdivision Applications**

Application Fee	\$400.00 plus \$150.00 per lot to be created
Endorsement Fee	\$100.00 per lot
Extension (1year)	\$100.00 per file
Municipal Reserve	Cash in lieu -Fair Market Value
Appeal Fee	\$200.00
Requests for time extensions	\$100 – Sec. 657(6) of the Act made to the subdivision Authority
Copy of Current Land Title	\$20.00
Copy of ERCB Abandoned Well Records	\$20.00

## 2017 Permit Fee Schedule Attached

### Municipal and Reserve Land Regulation

Fail to produce a valid permit	\$200
Deface or injure a tree, plant or other structure	\$200
Dig in the earth or change the grade of the land	\$200
Conduct causing a disturbance	\$200
Carry on any commercial business	\$200
Park or operate off-highway vehicles without permission	\$200
Camp or occupy land	\$200
Discard litter	\$300
Place or erect any structures or notices	\$300
Construct or remove structure	\$500
Obstruct a Bylaw Enforcement Officer	\$500
Discharge contaminants or herbicides	\$500
Light Fire	\$500
Permit livestock to graze	\$500
Discharge any firearms or projectiles	\$500
Hunt or trap	\$500
Clear-cutting	\$1,000 – \$2,500

## Parks 74

### Campground Fees

Gazebo	\$100.00
Wood	\$10.00/wheel barrow

### Westcove

- Non Power	\$25.00
- Power	\$35.00
- Day Use for Spray Park	\$ 3.00

### Floatingstone, Lac Bellevue, Stoney Lake

- Non Power	\$20.00
- Power	\$30.00





**COUNTY OF ST. PAUL NO. 19**  
**2017 FEE SCHEDULE**

<b>RESIDENTIAL BUILDING FEES</b>	
Description of Work	Permit Fee
New Single Family Dwelling ( <i>Total Developed Area</i> )	\$0.48/sq.ft. + SCC levy
New Single Family Dwelling ( <i>Attached Garage at time of new construction</i> )	\$0.10/sq.ft. + SCC levy
Home Relocation on Foundation, Basement, or Crawl Space (Min. Fee \$350.00)	\$0.30/sq.ft. + SCC levy
Modular/RTM on Foundation, Basement, or Crawl Space (Min. Fee \$300.00)	\$0.25/sq.ft. + SCC levy
Manufactured/ Mobile Home on blocking or piles	\$225.00 + SCC levy
Additions (Minimum Fee \$125.00)	\$0.30/ sq.ft. + SCC levy
Renovations/Basement Development (Minimum Fee \$125.00)	\$0.25/sq.ft. + SCC levy
Bunkhouses (Minimum fee \$200.00)	\$0.25/sq.ft. + SCC levy
Garage/ Shop / Pole Shed (Minimum Fee \$125.00)	\$0.25/ sq.ft. + SCC levy
Carport (Minimum Fee \$100.00)	\$0.18/ sq.ft. + SCC levy
Storage Shed ( <i>sheds less than 10' x 10' do not require a building permit</i> )	\$100.00 + SCC levy
Decks ( <i>if not included at time of new construction</i> )	\$100.00 + SCC levy
Gazebo (Minimum Fee \$100.00)	\$0.25/ sq.ft. + SCC levy
Wood Burning Stove/Fireplace ( <i>if not included at time of new construction</i> )	\$100.00 + SCC levy
Outdoor Privy - complete with holding tank	\$100.00 + SCC levy
Demolition	\$125.00 + SCC levy

<b>COMMERCIAL BUILDING FEES</b>	
<b>Minimum Fee: \$350.00</b>	<b>Total Permit Fee ( Per \$1,000.00 Value)</b>
First \$1,000,000	\$5.00 + SCC levy
Over \$1,000,000 (\$5,000 plus)	\$3.00 + SCC levy
Commercial Demolition	\$5.00 + SCC Levy

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

**SCC LEVY FEE: 4% SAFETY CODES COUCIL FEE FOR EVERY BUILDING PERMIT ISSUED WITH  
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**



## COUNTY OF ST. PAUL NO. 19

### 2017 FEE SCHEDULE

#### ELECTRICAL PERMIT FEES

##### New- Single Family Dwellings Attached Garage

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$150.00 + SCC levy	\$130.00 + SCC levy
1201- 1500	\$165.00 + SCC levy	\$135.00 + SCC levy
1501- 2000	\$180.00 + SCC levy	\$140.00 + SCC levy
2001- 2500	\$195.00 + SCC levy	\$150.00 + SCC levy
2501- 3500	\$210.00 + SCC levy	\$160.00 + SCC levy
Over 3500	\$210.00 plus \$0.10/ sq.ft.	\$160.00 plus \$0.10/ sq.ft.
Manufactured Home Connection Only	\$100.00 + SCC Levy	\$100.00 + SCC levy

##### Detached Garage/Accessory Buildings

Square Footage	Home Owner Fee	Contractor Fee
Up to 750	\$125.00 + SCC levy	\$100.00 + SCC levy
Over 750	\$125.00 plus \$0.10/ sq.ft.	\$100.00 plus \$0.10/ sq.ft.

##### Basement Development/ Renovations/ Additions

Square Footage	Home Owner Fee	Contractor Fee
Up to 1000	\$125.00 + SCC levy	\$100.00 + SCC levy
Over 1000	\$125.00 plus \$0.10/ sq.ft.	\$100.00 plus \$0.10/ sq.ft.

##### Other Electrical Fees

Description of Work	Permit Fee
Permanent Service Connection Only	\$75.00 + SCC levy
Temporary Power/ Underground Service	\$75.00 + SCC levy
Panel Change or Service Upgrade Only	\$75.00 + SCC levy
Air Conditioning Units or Hot Tubs	\$75.00 + SCC levy
Annual Electrical Permit	\$400.00 + SCC levy

Please allow up to five business days for permits to be issued.

Express 24 Working Hour Service Charge ( Electrical, Gas, Plumbing Applications) \$50.00 plus permit fee & SCC levy.

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

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**





## COUNTY OF ST. PAUL NO. 19

## PERMITS &amp; INSPECTIONS

## 2017 FEE SCHEDULE

## ELECTRICAL - NON RESIDENTIAL INSTALLATIONS

Installation Cost (Labour & Materials)	Permit Fee - Not Including SCC levy	Installation Cost (Labour & Materials)	Permit Fee - Not Including SCC levy
0 - 1,000.00	\$85.00	38,001.00 - 39,000.00	\$445.00
1,001 - 1,500.00	\$95.00	39,001.00 - 40,000.00	\$460.00
1,500.01 - 2,000.00	\$100.00	40,001.00 - 41,000.00	\$475.00
2,000.01 - 2,500.00	\$105.00	41,001.00 - 42,000.00	\$490.00
2,500.01 - 3,000.00	\$110.00	42,001.00 - 43,000.00	\$505.00
3,000.01 - 3,500.00	\$120.00	43,001.00 - 44,000.00	\$520.00
3,500.01 - 4,000.00	\$130.00	44,001.00 - 45,000.00	\$535.00
4,000.01 - 4,500.00	\$135.00	45,001.00 - 46,000.00	\$550.00
4,500.01 - 5,000.00	\$140.00	46,001.00 - 47,000.00	\$565.00
5,000.01 - 5,500.00	\$145.00	47,001.00 - 48,000.00	\$580.00
5,500.01 - 6,000.00	\$150.00	48,001.00 - 49,000.00	\$595.00
6,000.01 - 6,500.00	\$155.00	49,001.00 - 50,000.00	\$610.00
6,500.01 - 7,000.00	\$160.00	50,001.00 - 60,000.00	\$625.00
7,000.01 - 7,500.00	\$175.00	60,001.00 - 70,000.00	\$640.00
7,500.01 - 8,000.00	\$180.00	70,001.00 - 80,000.00	\$655.00
8,000.01 - 8,500.00	\$185.00	80,001.00 - 90,000.00	\$670.00
8,500.01 - 9,000.00	\$190.00	90,001.00 - 100,000.00	\$695.00
9,000.01 - 9,500.00	\$195.00	100,001.00 - 110,000.00	\$720.00
9,500.01 - 10,000.00	\$205.00	110,001.00 - 120,000.00	\$745.00
10,000.01 - 11,000.00	\$215.00	120,001.00 - 130,000.00	\$770.00
11,000.01 - 12,000.00	\$225.00	130,001.00 - 140,000.00	\$795.00
12,000.01 - 13,000.00	\$230.00	140,001.00 - 150,000.00	\$820.00
13,000.01 - 14,000.00	\$235.00	150,001.00 - 160,000.00	\$845.00
14,000.01 - 15,000.00	\$240.00	160,001.00 - 170,000.00	\$870.00
15,000.01 - 16,000.00	\$245.00	170,001.00 - 180,000.00	\$895.00
16,000.01 - 17,000.00	\$255.00	180,001.00 - 190,000.00	\$920.00
17,000.01 - 18,000.00	\$260.00	190,001.00 - 200,000.00	\$945.00
18,000.01 - 19,000.00	\$265.00	200,001.00 - 210,000.00	\$970.00
19,000.01 - 20,000.00	\$270.00	210,001.00 - 220,000.00	\$1,020.00
20,000.01 - 21,000.00	\$275.00	220,001.00 - 230,000.00	\$1,070.00
21,000.01 - 22,000.00	\$280.00	230,001.00 - 240,000.00	\$1,120.00
22,000.01 - 23,000.00	\$285.00	240,001.00 - 250,000.00	\$1,170.00
23,000.01 - 24,000.00	\$290.00	250,001.00 - 300,000.00	\$1,220.00
24,000.01 - 25,000.00	\$295.00	300,001.00 - 350,000.00	\$1,270.00
25,000.01 - 26,000.00	\$300.00	350,001.00 - 400,000.00	\$1,345.00
26,000.01 - 27,000.00	\$310.00	400,001.00 - 450,000.00	\$1,420.00
27,000.01 - 28,000.00	\$320.00	450,001.00 - 500,000.00	\$1,495.00
28,000.01 - 29,000.00	\$330.00	500,001.00 - 550,000.00	\$1,570.00
29,000.01 - 30,000.00	\$340.00	550,001.00 - 600,000.00	\$1,645.00
30,000.01 - 31,000.00	\$350.00	600,001.00 - 650,000.00	\$1,745.00
31,000.01 - 32,000.00	\$360.00	650,001.00 - 700,000.00	\$1,845.00
32,000.01 - 33,000.00	\$370.00	700,001.00 - 750,000.00	\$1,945.00
33,000.01 - 34,000.00	\$380.00	750,001.00 - 800,000.00	\$2,045.00
34,000.01 - 35,000.00	\$390.00	800,001.00 - 850,000.00	\$2,145.00
35,000.01 - 36,000.00	\$400.00	850,001.00 - 900,000.00	\$2,295.00
36,000.01 - 37,000.00	\$410.00	900,001.00 - 950,000.00	\$2,445.00
37,000.01 - 38,000.00	\$420.00	950,001.00 - 1,000,000.00	\$2,595.00

For projects over \$1,000,000 divide the total installation cost by \$1,000 and multiply by 2.595 + SCC Levy

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A  
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**

**COUNTY OF ST. PAUL NO. 19****2017 FEE SCHEDULE**
**GAS PERMIT FEES**  
**Residential Installations**

Number of Outlets	Home Owner Fee	Contractor Fee
1 to 2	\$125.00 + SCC levy	\$100.00 + SCC levy
3	\$130.00 + SCC levy	\$105.00 + SCC levy
4	\$135.00 + SCC levy	\$110.00 + SCC levy
5	\$140.00 + SCC levy	\$115.00 + SCC levy
6	\$145.00 + SCC levy	\$120.00 + SCC levy
7	\$150.00 + SCC levy	\$125.00 + SCC levy
8	\$155.00 + SCC levy	\$130.00 + SCC levy
9	\$160.00 + SCC levy	\$135.00 + SCC levy
10	\$165.00 + SCC levy	\$140.00 + SCC levy
Over 10	\$165.00 plus \$10.00/outlet over 10	\$140.00 plus \$10.00/outlet over 10

**Other Gas Fees**

Description of Work	Permit Fee
Residential Propane Tank Set (does not include connection to appliance)	\$75.00 + SCC levy
Temporary Heat	\$75.00 + SCC levy

Please allow up to five business days for permits to be issued.

Express 24 Working Hour Service Charge ( Electrical, Gas, Plumbing Applications) \$50.00 plus permit fee & SCC levy.

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

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A  
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**





## COUNTY OF ST. PAUL NO. 19

## 2017 FEE SCHEDULE

## GAS - NON RESIDENTIAL INSTALLATIONS

BTU Input	Permit Fee
0 to 150,000	\$110.00 + SCC levy
150,001 to 250,000	\$120.00 + SCC levy
250,001 to 350,000	\$130.00 + SCC levy
350,001 to 500,000	\$150.00 + SCC levy
500,001 to 750,000	\$170.00 + SCC levy
750,001 to 1,000,000	\$190.00 + SCC levy
Over 1,000,000	\$190.00 plus \$50.00 per 1,000,000 (or portion of) over 1,000,000 BTU

## Other Non Residential Gas Fees

Descripti	Permit Fee
Propane Tank Set (does not include connection to appliance)	\$100.00 + SCC levy
Add \$50.00 for each additonal tank set	
Add \$50.00 when connecting a vaporizer	

## Temporary Heat Non Residential

BTU Input	Permit Fee Not including SCC levy
0 to 250,000	\$100.00
250,001 to 500,000	\$225.00
Over 500,000	\$225.00 plus \$10.00 per 100,000 BTU (or portion of) over 500,000 BTU

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

**SCC LEVY FEE: 4% SAFETY CODES COUCIL FEE FOR EVERY PERMIT ISSUED WITH A  
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**

**COUNTY OF ST. PAUL NO. 19****2017 FEE SCHEDULE****PLUMBING PERMIT FEES****Residential & Non Residential Installations**

<b>Number of Fixtures</b>	<b>Home Owner Fee</b>	<b>Contractor Fee</b>
1	\$130.00+scc levy	\$105.00+scc levy
2	\$130.00+scc levy	\$105.00+scc levy
3	\$130.00+scc levy	\$105.00+scc levy
4	\$130.00+scc levy	\$105.00+scc levy
5	\$130.00+scc levy	\$110.00+scc levy
6	\$135.00+scc levy	\$115.00+scc levy
7	\$140.00+scc levy	\$120.00+scc levy
8	\$145.00+scc levy	\$115.00+scc levy
9	\$150.00+scc levy	\$125.00+scc levy
10	\$155.00+scc levy	\$130.00+scc levy
11	\$160.00+scc levy	\$135.00+scc levy
12	\$165.00+scc levy	\$140.00+scc levy
13	\$170.00+scc levy	\$145.00+scc levy
14	\$175.00+scc levy	\$150.00+scc levy
15	\$180.00+scc levy	\$155.00+scc levy
16	\$185.00+scc levy	\$160.00+scc levy
17	\$195.00+scc levy	\$170.00+scc levy
18	\$200.00+scc levy	\$175.00+scc levy
19	\$205.00+scc levy	\$180.00+scc levy
20	\$210.00+scc levy	\$185.00+scc levy
Over 20	\$210.00 plus \$5.00 per fixture over 20	\$185.00 plus \$5.00 per fixture over 20

Please allow up to five business days for permits to be issued.

Express 24 Working Hour Service Charge (Electrical, Gas, Plumbing Applications) \$50.00 plus permit fee & SCC levy.

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

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A  
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**



**COUNTY OF ST. PAUL NO. 19**

**2017 FEE SCHEDULE**

**PRIVATE SEWAGE PERMIT FEE**

Description	Home Owner Fee	Contractor Fee
Holding Tank	\$125.00 + SCC levy	\$100.00 + SCC levy
Fields/Mounds /Open Surface Discharge / Lagoons	\$300.00 + SCC levy	\$250.00 + SCC levy
Any System with Treatment Plant	\$400.00 + SCC levy	\$300.00 + SCC levy

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

**SCC LEVY FEE: 4% SAFETY CODES COUCIL FEE FOR EVERY PERMIT ISSUED WITH A  
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.9. Bylaw No. 2017-07 Noise Bylaw

**#20170307002**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-07, the Noise Bylaw is being presented to Council with new wording referencing the Penalties Bylaw.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-07, the Noise Bylaw.

Motion to give second reading to Bylaw No. 2017-07.

Motion to present Bylaw No. 2017-07 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-07 third reading.

#### Additional Information

---

**Originated By :** kattanasio



COUNTY OF ST. PAUL NO. 19  
NOISE CONTROL BYLAW  
BYLAW NO. 2017-07

---

A Bylaw of the County of St. Paul No. 19, in the Province of Alberta, to control certain activities creating noise and to prohibit excessive noise.

---

WHEREAS, the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, provides that the Council of a municipality may pass Bylaws respecting the safety, health and welfare of people and the protection of people and property, respecting people, activities and things in, or near a public place that is open to the public, and respecting nuisances;

AND WHEREAS the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as amended, provides that that the Council of a municipality may make bylaws defining what constitutes objectionable Noise, devising a system or method of determining or measuring that Noise, and prohibiting the operation of Motor Vehicles that make objectionable Noise.

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

**SECTION 1 – NAME OF BYLAW**

- 1.1 This Bylaw may be cited as the “Noise Control Bylaw.”

**SECTION 2 - DEFINITIONS**

- 2.1 “Agricultural Operation” means
- a) The planting, growing and sale of trees, shrubs or sod;
  - b) The raising, production or protection of crops, livestock, fish, or poultry;
  - or
  - c) Beekeeping;
- 2.2 “Audible Bird Scare Device” means a stationary instrument that creates an impulse sound from impacts or explosions and can include but is not limited to propane-fuelled exploders or cannons.
- 2.3 “Bylaw Enforcement Officer” means
- a) Any member of the Royal Canadian Mounted Police
  - b) Any Community Peace Officer
  - c) The Chief Administrative Officer of the County of St. Paul No. 19 or any person designated by the Chief Administrative Officer to enter and inspect property in accordance with the provisions of this Bylaw;
- 2.4 “Construction Equipment” includes any tool, device, or machine of a noisy nature used primarily for construction or manufacturing;
- 2.5 “Council” means the Council for the County of St. Paul No. 19;
- 2.6 “County” means the County of St. Paul No. 19;
- 2.7 “Domestic Equipment” means any implement or equipment used in the normal maintenance of a residential property including lawnmowers, snow blowers, garden tillers, vacuum cleaners, electric tools, or similar implements.

- 2.8 “Farm Implement” means any implement, equipment, engine, motor, machine, combine, vehicle or attachment used or intended for use in Agricultural Operation;
- 2.9 “Hamlet” means any area designated as a Hamlet in accordance with the *Municipal Government Act*;
- 2.10 “Holiday” means any day declared as such by a municipal, provincial, or federal authority;
- 2.11 “Motor Vehicle” is any means of transportation by which a person or thing is transported or drawn upon land and which is propelled by power other than muscular power;
- 2.12 “Noise” means any sound that in the opinion of a Bylaw Enforcement Officer, having regard for all circumstances, including the time of day and the nature of the activity generating the sound, is likely to and is reported as such that it annoys or disturbs a person(s), or which injures, endangers, or detracts from the comfort, health, peace and safety of a person within the boundaries of the County.
- 2.13 “Night” means:
  - a) the period of time between ten o’clock in the evening and six o’clock in the morning the following day on a Weekday;
  - b) the period of time between eleven o’clock in the evening and seven o’clock in the morning the following day of a Weekend or Holiday.
- 2.14 “Violation Tag” means a tag or similar document issued by the County pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26 as amended.
- 2.15 “Violation Ticket” means a ticket or similar document issued by the County pursuant to Part II of the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34, as amended and regulations thereunder;
- 2.16 “Weekend” means both Saturday and Sunday.

**SECTION 3 – GENERAL PROHIBITIONS**

- 3.1 Except to the extent it is permitted by this Bylaw, no person shall:
  - a) Cause Noise within the County; or
  - b) Operate or permit any other person to operate a Motor Vehicle which causes Noise.
- 3.2 No person shall allow property they own to be used in such a way as there is Noise originating from the property.
- 3.3 Where an activity which is not specifically prohibited or restricted by any legislation of Canada or Alberta or by this Bylaw, but involves making a sound that will or may become a disturbance or annoyance to other people or a danger to the comfort, health, peace or safety of others, the activity shall be carried out in a manner aimed to create as little Noise as practicable.
- 3.4 Any Bylaw Enforcement Officer may direct any person(s) who has caused or made Noise, or any person who owns or controls property from which the Noise has originated, to abate or eliminate the Noise. Such a direction may be either verbal or written.

- 3.5 No Audible Bird Scare Devices may be used at Night in the County’s Intermunicipal Development Plan Areas with the Town of Elk Point with the exception of the Referral Lands and the Town of St. Paul as shown in Appendix 1 and 2.

**SECTION 4 – MOTOR VEHICLE NOISE**

- 4.1 The failure of a person within the County to comply with the following provisions of the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as amended and Regulations thereof constitutes a violation of this Bylaw in addition to and not in substitution for the offence under the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as amended:
- a) The prohibition against the use of signaling devices such as a horn or bell on Motor Vehicles so as to make more Noise than is reasonably necessary for the purpose of giving notice or warning other persons on the roadway, as set out in subsection (2) of Section 83 of the *Use of Highway and Rules of the Road Regulation*;
  - b) The restrictions on the type or use of mufflers and similar equipment on Motor Vehicles, as set out in Section 61(1) of the *Vehicle Equipment Regulation*;
  - c) The prohibition against equipping a Motor Vehicle with a siren, as set out in Section 74 of the *Vehicle Equipment Regulation*;
- 4.2 A person who operates a Motor Vehicle in a Hamlet or at any time in such a way as to cause Noise is guilty of an offence under this Bylaw in addition to and not in substitution for any offence of which the person may be guilty under Section 13(1)(g)(iii) of the *Traffic Safety Act*, R.S.A. 2000, c.T-6, as amended.

**SECTION 5 – COMMERCIAL AND INDUSTRIAL NOISE**

- 5.1 Persons owning or controlling Construction Equipment and persons owning or controlling land on which the Construction Equipment is being operated shall be exempt from the provisions of this Bylaw if:
- a) The Noise is generated pursuant to work done in the normal manner of that industry;
  - b) The Noise is not generated at Night;
  - c) All necessary federal, provincial, and municipal permits, licenses, and approvals have been obtained and the work is not contrary to any federal, provincial, or municipal laws or regulations.

**SECTION 6 – DOMESTIC NOISE**

- 6.1 A person must not generate objectionable Noise during the Night time hours when within a Hamlet.

**SECTION 7 – NON-APPLICATION OF BYLAW**

- 7.1 The County Administration may, upon written request, issue a permit to a person for the purpose of suspending the provisions of this Bylaw, and the permit shall specify the dates and hours during which Noise may occur.
- 7.2 This Bylaw does not apply:
- a) to the performance of work by any person(s) for the purpose of carrying out an Agricultural Operation including the operation of a Farm Implement with the exception of the use of an Audible Bird Scare Device which must adhere to the guidelines provided in this Bylaw;

- b) to work carried out by the County or its agents, contractors, servants, employees, acting within the scope of their responsibilities.
- c) to the work carried out by persons owning or operating Domestic Equipment permitted that:
  - (i) the Noise is temporary or intermittent in nature;
  - (ii) the Domestic Equipment is properly maintained and operated in a normal manner for that type of equipment; and
  - (iii) the Noise does not occur at Night.

**SECTION 8 – AUTHORIZATION TO INSPECT**

- 8.1 A Bylaw Enforcement Officer may enter any land, building, or premises to inspect for conditions that may constitute a contravention of this Bylaw in accordance with Section 542 of the *Municipal Government Act*, R.S.A. 2000, c. M-26.

**SECTION 9 - OFFENCES**

- 9.1 Any person who contravenes any provision of this Bylaw, is guilty of an offence.
- 9.2 The schedule of penalties to be charged by the County pursuant to this Bylaw shall be set out in the County’s Penalties Bylaw. The fees and charges set out in the Penalties Bylaw are determined from time to time by resolution of Council.
- 9.3 Each occurrence of a contravention of this Bylaw, or in the case of continuous contraventions, each day a contravention occurs or continues, constitutes a separate offence and may be punished separately.

**SECTION 10 – VIOLATION TAGS AND TICKETS**

- 10.1 A Bylaw Enforcement Officer is authorized and empowered to issue a Violation Tag to any person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 10.2 A Violation Tag may be issued:
  - a) personally, or
  - b) by mailing a copy of the Violation Tag to the person at their last known mailing address.
- 10.3 The Violation Tag shall state:
  - a) the name of the person; and
  - b) the offence; and
  - c) the appropriate penalty for the offence as set out in this Bylaw;
  - d) that the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag;
  - e) any other information as may be required by the Bylaw Enforcement Officer.
- 10.4 Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offence, pay to the County, the penalty specified on the Violation Tag.
- 10.5 If the penalty specified on a Violation Tag is not paid within the prescribed time period then a Bylaw Enforcement Officer is authorized and



empowered to issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedures Act*, S.A. 1988, c. P-21.5.

- 10.6 If the penalty specified on the Violation Tag is not paid within the prescribed time period then a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedure Act*, S.A. 2000, c. P-34 as amended from time to time.
- 10.7 Notwithstanding anything in this Bylaw, a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*, S.A. 2000, c. P-34 as amended from time to time, to any person who the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

**SECTION 1 - SEVERABILITY**

- 11.1 All sections of this Bylaw are separate and severable. Should any section of part of this Bylaw be deemed invalid or inoperative by any court or administrative body for any reason, the remaining sections shall remain valid and in full force and effect.

**SECTION 12 - RESCISSION**

- 12.1 Bylaw No. 2015-22 is hereby rescinded.

**SECTION 13 – EFFECTIVE DATE**

- 13.1 This Bylaw shall come into effect upon third and final reading.

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a third time in Council this 14<sup>th</sup> day of March, A.D. 2017.

<hr/>	<hr/>
Reeve	Chief Administrative Officer



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.10. Bylaw No. 2017-08 Fire Bylaw

**#20170307003**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-08, the Fire Bylaw is being presented to Council with new wording referencing the Penalties Bylaw.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-08, the Fire Bylaw.

Motion to give second reading to Bylaw No. 2017-08.

Motion to present Bylaw No. 2017-08 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-08 third reading.

#### Additional Information

---

**Originated By :** kattanasio

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2017-08

---

A Bylaw of the County of St. Paul No. 19, hereafter referred to as the "Fire Protection Services Bylaw", for the purpose of establishing Fire Services in and for the County of St. Paul No. 19.

---

**WHEREAS** the *Municipal Government Act, R.S.A., 2000, c. M-26*, as amended, provides that the Council of a Municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, and for services provided by or on behalf of the Municipality; and

**WHEREAS** Section 8 (a) of the *Municipal Government Act* provides for municipalities to enact bylaws to regulate or prohibit; and

**WHEREAS** Section 8 (c) of the *Municipal Government Act* provides for municipalities to enact bylaws to provide a system of licenses, permits or approvals; and

**WHEREAS** Section 203 of the *Municipal Government Act* provides that Council may by bylaw delegate any of its powers, duties or functions to a Chief Administrative Officer, and whereas Section 209 of the *Municipal Government Act*, provides that a Chief Administrative Officer may delegate any of their powers, duties or functions to a designated officer or an employee of the municipality; and

**WHEREAS** the *Forest and Prairie Protection Agency, R.S.A., 2000, c. F-19*, as amended, provides certain discretionary and mandatory powers to enable a municipality to carry out and enforce the provisions of the *Forest and Prairie Protection Act* within its boundaries as applicable; and

**WHEREAS** the *Emergency Management Act, R.S.A., 2000, c. E-6.8*, as amended, provides additional powers to a municipality to enable it to carry out and enforce the provisions of the *Emergency Management Act* within its boundaries; and

**WHEREAS** Section 553 of the *Municipal Government Act* provides that Council may add unpaid expenses, costs and remuneration necessary to eliminate the emergency which are owing to the municipality to the tax roll of a parcel of land if the parcel's owner caused the emergency and the cause of the emergency was located on all or a part of the parcel; and

**WHEREAS** Section 553(1)(g) of the *Municipal Government Act* provides that a municipality may make the owner of a parcel of land liable for the cost and expenses related to the municipality for extinguishing fires on a parcel of land, unpaid costs and expenses for extinguishing fires on the parcel of land and those costs may be added to the tax roll of the parcel of land; and

**WHEREAS** the Council for County of St. Paul No. 19 considers it necessary to establish fire services within the County of St. Paul No. 19 and to provide the efficient operation of such fire services; and

**AND WHEREAS** the County of St. Paul No. 19 deems it necessary and expedient to provide a fee for service for the provision of certain services and to provide for fair and just recovery of those costs and expenses;

**NOW THEREFORE**, the Council for County of St. Paul No. 19, in the Province of Alberta, duly assembled, enacts as follows:

## Section 1 – Name of Bylaw

1.1 This Bylaw may be cited and referred to as the **“Fire Protection Services Bylaw”**.

## Section 2 – Definitions

2.1 In this Bylaw, words and phrases shall be defined as specified follows:

“Acceptable Fire Container” means an outdoor receptacle that meets the following specifications:

- a) Maintains a minimum of three (3) metres clearance, measured from the nearest Fire Container edge to the buildings, property lines, or some combustible material.
- b) The Fire Container shall not have an open flame exceeding one (1) metre at its widest point;
- c) The Fire Container is set upon or built into the bare ground or on a non-combustible material such as brick, stone, or concrete.
- d) The Fire Container installation has enclosed sides made from bricks, concrete blocks, metal, or other non-combustible materials; and
- e) The Fire Container is not located over any underground utilities or under any above-ground wires.

“Bylaw Enforcement Officer” means the following:

- a) Any member of the Royal Canadian Mounted Police;
- b) Any Community Peace Officer; or
- c) The Chief Administrative Officer of the County of St. Paul No. 19 or any person designated by the Chief Administrative Officer to act in accordance with the provisions of this Bylaw.

“Council” means the Council for County of St. Paul No. 19.

“County” means the Municipality of the County of St. Paul No. 19, in the Province of Alberta.

“County Administration” means the Chief Administrative Officer, any designated officer, the Fire Guardian and any other County employee(s) so delegated by the Chief Administrative Officer or by a designated officer.

“Deputy Fire Chief” means the individual appointed as second in command of a Fire Protection District.

“District Fire Department” means the Fire Chief and Volunteer Fire Department members within a Fire Protection District.

“Emergency” means a fire, fire hazard or any other situation or circumstances that presents imminent or immediate danger to persons or property.

“Equipment” means any machinery, tools, contrivances, devices, materials, or vehicles used to combat an incident or other emergency.

“False Alarm” means any fire alarm that is sent out needlessly, through willful human or mechanical error, and to which a District Fire Department responds.

“Fire Ban” means a declaration by a Fire Guardian that a restriction has been placed on the setting of fires and may be categorized as follows:

- a) “Level 1: No Restriction” means that safe campfires are allowed in campgrounds and in other County areas and that fires are allowed in Acceptable Fire Containers. Any burning other than a campfire requires a fire permit.
- b) “Level 2: Fire Advisory” means that safe campfires are permitted in campgrounds and in other County areas and that fires are allowed in Acceptable Fire Containers, but the issuance of fire permits for other burning may be restricted. Existing permits will be honoured, but the issuance of new permits may be



suspended.

- c) "Level 3: Fire Restriction" means that safe campfires are allowed only in campgrounds with approved fire pits and fires are allowed in Acceptable Fire Containers. No open fires are allowed within the County and fire permits may be suspended or cancelled and no further permits will be issued.
- d) "Level 4: Fire Ban" means that no open campfires will be permitted in campgrounds or in any other area of the County. All fire permits will be suspended or cancelled and no new permits will be issued.

"Fire Chief" means an individual appointed as head of a Fire Protection District.

"Fire Department" means the combined District Fire Departments.

"Fire Guardian" means the Chief Administrative Officer or such other persons as Council shall appoint from time to time.

"Fire Hazard" means a situation which threatens the preservation of life and property from injury and/or destruction by fire, including all fire aspects, but not limited to heat, smoke, health issues, ignition sources and dangerous situations and or the potential thereof to the public.

"Fire Permit" means a document in the form prescribed by the Forest and Prairie Protection Act or the County of St. Paul No. 19 permitting the lighting of open fires.

"Fire Protection" means all aspects of fire safety including but not limited to fire prevention, fire fighting or suppression, pre-fire planning, fire investigation, public education and information, training or other staff development.

"Fire Protection District" means area of fire protection as set by Council from time to time as set out in Appendix B.

"FPPA" means the Forest and Prairie Protection Act, as amended from time to time.

"Hamlet" means an unincorporated area as defined by the Municipal Government Act.

"Incident" means a fire, a situation where a fire or explosion is imminent, a motor vehicle accident or any other situation presenting a danger or possible danger to life or property and to which one of the District Fire Departments has responded.

"Member" means any person that is a duly appointed volunteer member of the Fire Department District.

"Multi-lot residential subdivision" means more than four (4) lots within a quarter section.

"Open Air Fire" means an outdoor fire within the geographic boundaries of the county where the flames of the fire are exposed to the air or the atmosphere and includes a camp fire, fire contained in a pit, grass fire, brush fire, a fire for the burning of coal, wood or other burnable substance, a fire which burns any burnable materials such as straw, stubble, leaves, brush, wood, shavings, saw dust, wood, gas and oil and a fire which burns any combustible substance, but does not include a barbeque or camping stove.

"Prohibited Debris" means debris defined by the Substance Release Regulation – AR 124/93, pursuant to the *Alberta Environmental Protection and Enhancement Act*, means any combustible waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours, or toxic substances. This debris includes but is not limited to:

- a) Animal cadavers;
- b) Animal manure;
- c) Pathological waste;
- d) Waste material from building or construction sites, excluding wooden materials that do not contain wood preservatives;

- e) Combustible materials;
- f) Tires;
- g) Rubber or plastic or anything containing or coated with rubber or plastic or similar substances;
- h) Used oil, wood, or wood products containing substances for the purpose of preserving wood.
- i) Household municipal waste; and
- j) Hazardous waste.

“Running Fire” means a fire burning without being under the proper control of a person.

“Violation Tag” means a tag or similar document issued by County of St. Paul No. 19 pursuant to the *Municipal Government Act*.

“Violation Ticket” means a ticket issued pursuant to Part II of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34, as amended, and regulations thereunder.

**Section 3 – Objectives**

3.1 The objectives of the County of St. Paul Fire Services are:

- a) To provide fire protection services to County residents and through mutual aid agreements with the Town of St. Paul, Town of Elk Point, and Summer Village of Horseshoe Bay; and
- b) To provide fire protection services to surrounding communities with whom the County of St. Paul has entered into a fire services mutual aid agreement.

3.2 Without limiting the generality of the foregoing, the County may undertake such studies, research, projects, or programs and enter into such contracts as may be deemed necessary or desirable in furthering the County’s objectives and to provide economic, safety, health, and environmental benefits to County residents and visitors.

**Section 4 – Fire Protection Committees**

- 4.1 The Town of Elk Point Fire Protection Committee shall consist of two councillors from the County appointed annually at the County Council Organizational Meeting.
- 4.2 The St. Paul and Area Joint Fire Protection Management Committee shall consist of the reeve and two councillors from the County appointed annually at the County Council Organizational Meeting.
- 4.3 Committee meetings shall take place at such a date, time, and place as determined from time to time by the Chairman of each respective committee.
- 4.4 All committee members must receive notice of any meeting called by the Chairman before that meeting can occur.
- 4.5 The agenda for all Fire Protection Committee meetings shall be circulated at least seven (7) days prior to the meeting date.

**Section 5 - Fire Services**

- 5.1 Fire services shall be provided by the County for the purposes of, but not limited to:
  - a) preventing and extinguishing fires;
  - b) investigating the cause of fires and carrying out preventable patrols, pre-fire

planning and fire inspections in accordance with the Fire Quality Management Plan approved by the Safety Codes Council;

- c) preserving life and property and protecting persons and property from injury or destruction by fire;
- d) providing rescue or vehicle extrication services;
- e) preventing, combating and controlling emergency incidents;
- f) entering into agreements with other municipalities or persons for the joint use, control, and management of fire extinguishing Equipment; and
- g) purchasing and operating Equipment for extinguishing fires or preserving life and property.

**Section 6 – Designated Officers and Other Authorities**

**Fire Protection Districts**

- 6.1 The Council of the County of St. Paul will operate four Fire Protection Districts in the County of St. Paul named St. Paul, Elk Point, Ashmont and Mallaig as pictured in Schedule A.
- 6.2 The Council may establish additional Fire Protection Districts, from time to time.

**Appointment of Officers**

- 6.3 Council shall appoint a Fire Chief for Mallaig and Ashmont by resolution, from time to time.
- 6.4 Other officers and members may be appointed to a District Fire Department by the Fire Chief of that Fire Protection District.
- 6.5 The Fire Chief may delegate other members of the District Fire Department of which he is Chief, to act as Fire Chief on his behalf.

**Jurisdiction**

- 6.6 The limits of the jurisdiction of the Fire Chief, and the officers and members of each District Fire Department will extend to the area and boundaries of the Fire Protection District to which they are appointed as specified in Appendix B.
- 6.7 No fire Equipment shall be used beyond the limits of the County without the express authorization of a written contract or agreement providing for the supply of fire-fighting services outside the County boundaries.
- 6.8 Each District Fire Department shall respond to incidents and emergencies within its Fire Protection District insofar as it is possible and shall further respond to incidents in other Fire Protection Districts in the absence of, unavailability of, or in assistance to another District Fire Department of the County.

**Procedural Guidelines**

- 6.9 County Administration may by resolution adopt or amend procedural guidelines from time to time, with respect to the administration of this Bylaw. The most recent copy of which shall be attached to and be identified as Schedule "A" of this bylaw.

### Authority

- 6.10 The Council hereby delegates the following authorities to the Fire Chief and the Deputy Fire Chief of the District Fire Departments:
- a) the Fire Chief or the Deputy Fire Chief or any member acting in their position, is empowered to cause a building, structure, or other object to be pulled down, demolished or otherwise removed if he deems it necessary to prevent the spread of fire to other buildings, structures, or objects;
  - b) the Fire Chief, or the member in charge at an incident is empowered to enter, pass through or over buildings or property adjacent to an incident and to cause members of the Fire Department and the Equipment of the Fire Department to enter or pass through or over the building or property, where he deems it necessary to gain access to the incident or to protect any person or property.
  - c) the Fire Chief of the Deputy Fire Chief or any Member acting in their position, is authorized to issue permits, provide fire reports, and issue any other document in the name of the County which may be required for the efficient operation of fire services within the County and whose issuance has been approved by Council.
  - d) in an emergency, the Fire Chief or the Deputy Fire Chief or any Member acting in their position may, on behalf of the County take whatever actions or measures are necessary to eliminate the emergency whether or not such action involves a breach of the provisions of the *Municipal Government Act*, any other enactment, or this Bylaw.
  - e) The Fire Chief may obtain assistance from employees of the County, as he deems necessary, in order to discharge his duties and responsibilities under this Bylaw.
  - f) the Fire Chief or the Deputy Fire Chief or any Member acting in their position, as designated officers of the County are not subject to the direct control and supervision of the Chief Administrative Officer.
  - f) The Fire Chief or the Deputy Fire Chief or any Member acting in their position may require persons who are not members to assist in extinguishing a fire, removing items from any building on fire or in danger thereof and in guarding and securing same and in demolishing a building or structure at or near the fire or other incident
  - g) The Fire Chief or the Deputy Fire Chief or any Member acting in their position may commandeer privately owned equipment, which he considers necessary to deal with an incident.
  - h) The Fire Chief or the Deputy Fire Chief or any Member acting in their position may enter private property for the purpose of accessing water sources and/or other resources he considers necessary to deal with an incident.
  - i) The Fire Chief or the Deputy Fire Chief or any Member acting in their position may hire privately owned equipment which he/she considers necessary to deal with an incident.

### Fire Guardians

- 6.11 The Fire Chief or Deputy Fire Chief or any Member acting in their position are hereby designated as Fire Guardians of the County and authorized to perform all or any of the duties of the County as outlined in the *Forest and Prairie Protection Act*, as amended from time to time. Any expense incurred while fulfilling the duties of a Fire Guardian shall be borne by the County.
- 6.12 Additional Fire Guardians are the Chief Administrative Officer, or an individual



otherwise appointed by the County. Fire Guardians exercise the following powers:

- a) a Fire Guardian may require any able-bodied adult person not exempted by regulations to assist in fighting a fire.
- b) a Fire Guardian may commandeer and authorize payment for the possession or use of any Equipment for the purpose of fighting a fire.
- c) a Fire Guardian may enter a closed area as per the *Forest and Prairie Protection Act* without a permit or the written permission of a forest officer subject only to any regulations of the *Forest and Prairie Protection Act*.
- d) a Fire Guardian may obtain from every person found on public and or leaving or entering public land his name, address, and an account of his activities he proposes to carry out and the route he intends to follow on the public land.
- e) a Fire Guardian may issue to an applicant a Fire Permit in respect of any land within the boundaries of the County.
- f) a Fire Guardian issuing a Fire Permit may endorse on the document any special fire control conditions with which the applicant must comply in addition to any requirements of the *Forest and Prairie Protection Act* and the regulations.
- g) a Fire Permit may be suspended or cancelled at any time by a Fire Guardian and on receiving notice of the suspension or cancellation the person concerned shall immediately extinguish any fire set pursuant to his permit.
- h) a Fire Guardian may without a warrant enter on any land and premises, except a private dwelling house, for the purpose of discharging their duties under this Bylaw or the *Forest and Prairie Protection Act* or the regulations.
- i) a Fire Guardian may, without a warrant, enter any private dwelling house which is on fire and proceed to fight the fire.
- j) a Fire Guardian may investigate the cause, origin, and circumstances of any forest or prairie fire according to the provisions of the *Forest and Prairie Protection Act* and this Bylaw.
- k) a Fire Guardian may temporarily divert traffic on a road over which the County has the direction, control and management of until a Fire Hazard, Emergency or fire is eliminated;
- l) a Fire Guardian may erect signage or take any other action to warn people about a Fire Hazard, Emergency or fire;
- m) a Fire Guardian may enter land or a structure at any reasonable hour, and carry out any inspection, enforcement or action required to eliminate the Fire Hazard, Emergency or to fight, extinguish or control the fire, or to take immediate steps to eliminate the situation; and
- n) a Fire Guardian may request an owner or occupant of land or a structure to produce documents or do anything that will assist the Fire Guardian in the inspection, enforcement or action required to eliminate the Fire Hazard, Emergency or to fight, extinguish or control the fire, or to take immediate steps to eliminate the Fire Hazard, Emergency or to fight, extinguish or control the fire, and the Chief Administrative Officer may make copies of any documents produced.

### **Delegation of Powers**

- 6.13 A Fire Guardian may, delegate all or part of his authority under this Bylaw or under the FPPA, from time to time, to any County employee, approved by the Chief Administrative Officer and Council, either in relief or due to emergency, to efficiently and effectively carry out the work.

### **Responsibility & Authority**

- 6.14 Each Fire Chief has complete responsibility and authority over the District Fire Department to which he is appointed, subject to the direction and control of the Fire Guardian to whom they shall report and be responsible, and in particular the Fire Chief shall be responsible to carry out all fire protection activities and such other activities as the Fire Guardian, or in their absence, the Chief Administrative Officer has authority.
- 6.15 Each Fire Chief shall establish rules, regulations, procedures and committees necessary for the proper organization and administration of his District Fire Department, including:
- (a) Use, care and protection of Fire Department property;
  - (b) The conduct and discipline of officers and members of the District Fire Department; and
  - (c) The efficient operation of the District Fire Department.
- 6.16 The Fire Chief of a District Fire Department, or in his absence, the individual delegated to act as Fire Chief and in the absence of such a delegate, the senior ranking District Fire Department member present, shall have control, direction and management of any Fire Department Equipment or manpower assigned to an incident within the Fire Protection District of that Fire Chief and, where a member is in charge, he shall continue to act until relieved by the District Fire Chief.
- 6.17 Members of each District Fire Department shall carry out duties and responsibilities assigned to the District Fire Department, and the Fire Chief shall report to the Public Services Manager or designate on the operations of the District Fire Department or on any other matter in the manner designated by the Chief Administrative Officer.
- 6.18 The Fire Chief, or the Member in charge at an incident may, at their discretion, establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter.
- 6.19 The Fire Chief, or the Member in charge at an incident may request Bylaw Enforcement Officers to enforce restrictions on persons entering within the boundaries or limits of a fire incident.
- 6.20 All invoicing for fire services shall be carried out through the respective municipal offices.

### **Section 7 - Offences**

- 7.1 No person shall contravene any provision(s) of this Bylaw.
- 7.2 No person at an incident shall impede, obstruct or hinder a member of the District Fire Department or other person assisting or acting under the direction of the Fire Chief or the member in charge or interfere with the operation of any Equipment required to extinguish fires or preserve life or property.
- 7.3 Any person who ignites, fuels, supervises or permits an Open Fire within the County without a valid Fire Permit is guilty of an offence.
- 7.4 Any person who ignites a fire or burns during a Fire Ban which clearly specifies the prohibition of such an ignition is guilty of an offence.

- 7.5 When a fire is lit or ignited without the appropriate Fire Permit, except a fire described in Section 8.4, the owner or occupier of the land or the person having control of the land upon which the fire is lit shall:
- a) extinguish the fire immediately; or
  - b) where they are unable to extinguish the fire immediately, report the fire to Fire Services.
- 7.6 No person shall either directly or indirectly, personally or through an agent, kindle a fire, whether a Fire Permit was obtained for that fire or whether the fire did not require a Fire Permit, and let it become a Running Fire on any land including his own property, property under his control, or to the property of another.
- 7.7 No person shall:
- a) light an Open Fire without first taking sufficient precaution to ensure that the fire can be kept under control at all times;
  - b) light an Open Fire when the weather conditions are conducive to creating a Running Fire or when the County or another authorized agency has announced a ban on burning;
  - c) burn in an Open Fire garbage, leaves, straw, painted wood, treated construction materials, and items made of or containing rubber, plastic, tar or any materials deemed for disposal;
  - d) deposit, discard or leave any burning matter or substance where it might ignite other material and cause a fire;
  - e) provide false, incomplete, or misleading information to the County or to a Fire Department on or with respect to a Fire Permit;
  - f) conduct any activity that involves the use of fire or that creates potential sources of fire ignition, which might reasonably be expected to cause a Running Fire;
  - g) damage or destroy any District Fire Department property;
  - h) falsely represent himself as a District Fire Department Member or wear or display any uniform, badge, cap, button, insignia, or other paraphernalia for the purpose of false representation;
  - i) obstruct or otherwise interfere with access roads, streets or other approaches to any fire alarm, fire hydrant, cistern or body of water or any connections provided to a fire main, pipe, standpipe, sprinkler system, cistern or other body of water; and
  - j) burn municipal household waste in a Hamlet or Multi-lot Subdivision.

## **Section 8 - Recovery of Costs**

- 8.1 Costs may be incurred by County of St. Paul No. 19 for extinguishing fires or providing fire services within County of St. Paul No. 19 including costs of Equipment and consumables. Council may charge all costs incurred by the County of St. Paul No. 19 for the purposes of extinguishing fires or providing fire services to the person who caused the fire, the owner of the land on which the fire occurred, the occupier of the land on which the fire occurred, or the owner of a vehicle in which a fire occurred.
- 8.2 Where the County has taken any action whatsoever for the purpose of extinguishing a fire or responding to a fire call or incident in or outside the County or for the purpose of preserving life or property from injury or destruction by fire

## Appendix 1 for 8.10.: Fire Bylaw

or other incident on land within or outside the County, including any action taken by the Department on a false alarm, the County may, in respect of any costs incurred by the County in taking such action, charge any costs so incurred to the owner or occupant of the land in respect of which the action was taken or charge a minimum fee as stated in the County's Fee Schedule Bylaw.

- 8.3 The schedule of fees and charges to be charged by District Fire Departments for services rendered pursuant to this Bylaw shall be set out in the County's Fee Schedule Bylaw. The fees and charges set out in the Fee Schedule Bylaw are determined from time to time upon resolution by Council.
- 8.4 When a District Fire Department responds to an incident and fire protection or Equipment or resources are used in responding to incidents, the extinguishing of fires or the preserving of life or property from injury or destruction by fire, a minimum fee will be charged as stated in the Fee Schedule Bylaw in the following instances:
- a) For each hour or fraction thereof for each firefighting vehicle owned by the supplying party (excluding command cars or other similar support vehicles) to include two (2) firefighters per unit;
  - b) For each additional firefighter (excluding the two (2) firefighters per unit);
  - c) For the use of any other County resources;
  - d) Any private equipment commandeered or otherwise required by the District Fire Chief or member in charge at such rates as are established by the Alberta Road Builders and Heavy Construction Association Equipment Rental Rates Guide as amended from time to time or in the absence of such rates, at rates which are set by Council.
- 8.5 If the owner or occupant of the land on which a District Fire Department has provided or performed the services refuses or fails to pay an account issued pursuant to Part 6.1, or if the account is in arrears for sixty (60) days or more, the County may recover the costs as a debt due to the County, or, at the County's option, may add the amount to the tax roll, charging the land therefore and collect it in the same manner as taxes due.
- 8.6 When a District Fire Department responds to a call out and it is a false alarm and does not require a response, the person responsible for initiating the call out may be billed at the discretion of the County Administration.
- 8.7. In the event that the owner or occupant of any land within the County disputes the amount of an account issued under Part 6.1, such owner or occupant shall have a period of thirty (30) days from the date of mailing of the account to appeal the amount of the account and to Council and the decision of Council on any such appeal shall be final and binding upon the owner or occupant of the land and shall not be subject to any further appeal.
- 8.8 Mutual aid agreements with neighbouring municipalities or industry will be negotiated separately. Any clauses in a mutual aid agreement will supersede this Bylaw when two clauses are in conflict.
- 8.9 The County, at its discretion, reserves the right to waive any fire response cost recovery charges. This may include but is not limited to Good Samaritans or passersby having witnessed smoke in the distance, reporting fires to 911, or controlled fires being reported. However, this discretion will only be exercised as long as all require fire permits are in place and the fire is in compliance and there are no contraventions to any Fire Bans in place at the time.

## Section 9 – Forest and Prairie Protection

### Application of Bylaw

- 9.1 This Part applies to all land within County of St. Paul No. 19, in the Province of Alberta insofar as it does not contravene the provisions of the FPPA, except
- a) land within the boundaries of a summer village, or town



## Appendix 1 for 8.10.: Fire Bylaw

- b) lands controlled by Alberta Sustainable Resources as indicated as the Forest Protection Area (for wildland fire protection only)
- 9.2 When a forest and prairie emergency occurs, and both a Fire Guardian and a District Fire Chief, or their delegates have responded, they shall work together in coordinating resolution of the emergency. The District Fire Chief shall assume charge unless it is mutually agreed otherwise. The other person shall provide whatever degree of advice, support, information and assistance that is at his disposal.

### Fire Hazards

- 9.3 If the Council, through the District Fire Department, finds within its boundaries on privately-owned land or occupied public land conditions that in the opinion of the District Fire Department constitute a fire hazard, it may, through a Fire Guardian, order the owner or occupant of the land on which the hazard exists to reduce or remove the hazard within a fixed time frame and in a manner prescribed by Council. An emergency situation shall be reported to the Fire Department through E-9-1-1.
- 9.4 When Council, through the District Fire Department, finds that the order made pursuant to section 9.3 has not been carried out, it may enter on the land with any equipment and persons it considers necessary and may perform the required work.
- 9.5 The owner or the occupant in control of the land on which work was performed pursuant to section 9.4 shall on demand reimburse the County for the cost of the work performed and in default of payment, the County has a lien for the amount against the land and improvements on it.

### Fire Permits

- 9.6 Fire Permits are required for burning at all times throughout of the year.
- 9.7 A Fire Guardian may, at their discretion, issue to an applicant a Fire Permit in respect of any land to which this Bylaw applies within the boundaries of the area for which he was appointed. In issuing a permit, a Fire Guardian shall give due consideration to the procedural guidelines found in Schedule B of this Bylaw, which may be amended from time to time by resolution of Council.
- 9.8 A Fire Permit is valid only for the period for which it is issued.
- 9.9 A Fire Guardian issuing a Fire Permit may endorse on the permit any special fire control conditions with which the applicant must comply in addition to those standard conditions noted on the permit.
- 9.10 Any person wishing to obtain a Fire Permit for any area within the County must apply to the Fire Guardian appointed by the County at a location and during a time period determined by the County administration from time to time. The County may consider applications over e-mail and fax, but no burning may occur until the completion of the application.
- 9.11 Each application for a Fire Permit must be on the form required by the *Fire and Prairie Protection Act* as determined from time to time or approved by the Fire Guardian and must include the following information:
- a) the name, address, and telephone number, if applicable, of the applicant,
  - b) the reason a Fire Permit is required,
  - c) the legal description of the land upon which the fire will be set and the exact location of the fire on those lands including the municipal address where applicable,
  - d) the type of combustible material that will be burned,

- e) any precautions that will be taken by the applicant to maintain control of the fire,
- f) the time for which the Fire Permit will remain valid,
- g) the signature of the applicant and the issuing Fire Guardian.

**Suspension or Cancellation of Fire Permit**

- 9.12 A fire permit may be suspended or cancelled at any time by a Fire Guardian, who shall immediately communicate the suspension or cancellation to the person to whom the permit was issued, and the County Administration. On receiving notice of the suspension or cancellation the person concerned shall immediately extinguish any fire set pursuant to his permit.
- 9.13 Should a Fire Guardian be unsatisfied with the efforts observed in complying with a permit cancellation or meet with opposition from the owner or the occupant in control of the land, a Fire Guardian shall immediately notify the County Administration who will initiate whatever actions are necessary to enforce the provisions of this bylaw.

**Investigation of Cause of Fire**

- 9.14 A Fire Guardian making an investigation may, without a warrant, for the purposes of the investigation,
  - (a) enter on any land or premises at any reasonable time, accompanied by any person or bringing with him anything that he considers would be of assistance in making the investigation,
  - (b) perform or have performed any tests he considers necessary on the land or premises or anything on them, and
  - (c) remove anything from the land or premises
    - (i) that is reasonably pertinent to the matter under investigation, or
    - (ii) that the investigator considers, on reasonable and probable grounds, is or may be evidence of the commission of an offence against this bylaw and/or the Forest and Prairie Protection Act.
- 9.15 The investigator shall, on or before the completion of the investigation, return to the person entitled to it anything removed under subsection (2) (c) unless
  - (a) it is required as evidence in a prosecution arising out of the investigation, or
  - (b) for any other reason it is impossible or impractical to return it.
- 9.16 Before exercising any powers under subsection 9.14, a Fire Guardian shall make reasonable efforts to obtain the co-operation of the owner or person in charge of the land or premises.
- 9.17 In this section, "land or premises" includes vehicles and buildings, whether affixed to the land or not, but does not include a private dwelling.

**Section 10 - Open Fires**

- 10.1 No person shall light or cause to be lit an outdoor fire during the fire permit season on land in a permit area unless that person is the holder of an existing fire permit.
- 10.2 No person shall during a fire permit season allow any outdoor fire that is not authorized by a permit issued to him on land that is
  - (a) in a permit area, and

- (b) owned or occupied by him or under his control.
- 10.3 A person who during a fire season knows or has reason to believe that there is an outdoor fire, not authorized by a permit issued to him, on land that is within a permit area and is owned or occupied by him or under his control, shall
- (a) extinguish the fire, or
  - (b) if he is unable to extinguish the fire, immediately report the fire to the County Administration, a Fire Guardian, a member of the Royal Canadian Mounted Police or to the E-9-1-1 Service.
- 10.4 Notwithstanding Section 10.1 to 10.3, a Fire Permit shall not be required under this Bylaw to conduct the following:
- a) the cooking of food using a portable appliance; or
  - b) recreational burning or the cooking of food in an Acceptable Fire Container provided that:
    - i) Only clean fuel such as natural gas, dry wood, or charcoal in amounts that will be contained within the Fire Container;
    - ii) The Fire Container is not used to burn Prohibited Debris;
    - iii) There is an available means for controlling or extinguishing the fire on the property and within a reasonable distance from where the fire occurs; and
    - iv) An adult is present on the property when the fire is burning.
  - c) Burning in fireplaces in or attached to dwellings as provided by legislation;
  - d) The Fire is in a public park site in a County-owned campground where fire pits are provided by the County;
  - e) Burning in an incinerator for which a permit to construct and license to operate has been issued pursuant to the applicable legislation;
  - f) The fire has otherwise been authorized by the Fire Guardian.
- 10.5 No person shall set or maintain any Open Fire at any time of the year such that smoke emitted from the fire impairs visibility on a highway, or which in the sole discretion of the District Fire Chief or their designate, becomes a nuisance or safety concern on any highway or property. The person who set or maintained such an Open Fire shall extinguish the fire immediately upon the order of the District Fire Chief or their designate. If the person who set or maintained such an Open Fire fails to comply with an order to extinguish, the Fire Department may extinguish the fire and recover the cost of extinguishment from the person.

### Section 11 - Offences and Penalties

- 11.1 Any person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act or thing or omits any act or thing thus violating any of the provisions of this Bylaw is guilty of an offence.
- 11.2 Nothing in this Bylaw shall be deemed to authorize any fire, burning or other act which is in contravention of the *Environmental Protection and Enhancement Act*, R.S.A. 2000 c. E-12, as well as the *Alberta Safety Codes Act*, R.S.A. 2000 c. S-1 and the *Forest and Prairie Protection Act* and amendments thereto, or any regulation made thereunder, and in the event of any conflict between the provisions of this Bylaw and the said Act(s) or Regulation(s), the provisions of the said Act(s) or Regulation(s) shall govern.
- 11.3 A Bylaw Enforcement Officer, is hereby authorized and empowered to issue a Violation Tag to any person whom the peace officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw. A

Violation Tag may be issued to such person:

- (a) either personally; or
  - (b) by mailing a copy to such person at his last known post office address;
- 11.4 The Violation Tag shall be in a form approved by County of St. Paul No. 19 and shall state:
- (a) the name of the person;
  - (b) the offence;
  - (c) the appropriate penalty for the offence as specified in this Bylaw;
  - (d) that the penalty shall be paid within thirty (30) days of the issuance of the Violation Tag;
  - (e) any other information as may be required by County of St. Paul No. 19;
- 11.5 Any person who contravenes or fails to comply with this Bylaw, any Permit, any condition on a Permit, or with any Order or request directed to him pursuant to this Bylaw, is guilty of an offence and liable, upon the issuance of a Violation Tag, to pay a fine as stated in the County Penalties Bylaw:
- 11.6 Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by a Bylaw Enforcement officer, provided that no more than one Violation tag shall be issued for each day that the contravention continues;
- 11.7 Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation tag is issued may, in lieu of being prosecuted for the offence, pay to County of St. Paul No. 19 the penalty specified on the Violation Tag;
- 11.8 Nothing in this Bylaw shall prevent a Bylaw Enforcement Officer from immediately issuing a Violation Ticket for mandatory court appearance of any person who contravenes any provision of this Bylaw.
- 11.9 A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket in respect to any contravention or failure to comply with any Permit or condition of a Permit, pursuant to the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended;
- 11.10 If the penalty specified on a Violation Tag is not paid within the prescribed time period, a Bylaw Enforcement officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- 11.11 Any person who contravenes or fails to comply with this Bylaw, any Fire Permit, any condition on a Fire Permit, or with any order or request directed to him pursuant to this Bylaw, is guilty of an offence and liable, upon the issuance of a Violation Ticket, to pay a fine as stated in the County Penalties Bylaw.
- 11.12 In addition to any fine imposed, the Court may order the convicted person to reimburse the County for the costs involved as a debt to the County.
- 11.13 Any fine or penalty imposed pursuant to Section 9 inures to the benefit of the County.

### Liability of County Representatives

- 11.14 The Fire Chief, a member of the Fire Department, a fire guardian or delegated person or a County official and/or employee charged with the administration and/or enforcement of this Bylaw, acting in good faith and without malice for the County in the discharge of his duties, shall not hereby render himself liable personally, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of his duties, unless the person was dishonest, grossly negligent, or guilty of willful misconduct.



**Fire Control Agreements**

11.15 The Council may enter into a fire control agreement

- (d) With any person.
- (2) With any other municipality.
- (3) With the Province of Alberta in respect of Crown land in or adjacent to the County.

**Section 12 - Severability**

12.1 All sections of this Bylaw are separate and severable. Should any section or part of this Bylaw be deemed invalid or inoperative by any court or administrative body for any reason, the remaining sections shall remain valid and in full force and effect.

**Section 13 - Rescission**

13.1 Bylaw No. 2015-04 is hereby rescinded

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a third time in Council this 14<sup>th</sup> day of October, A.D. 2017.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer

**Schedule "B"**  
**COUNTY OF ST. PAUL NO. 19**  
**FIRE PERMIT ISSUANCE**  
**PROCEDURAL GUIDELINES**

**Permit Boundaries**

- County-appointed Fire Guardians are authorized to issue permits within the boundaries of County of St. Paul No. 19.

**Permit Period**

- Fire permits are required for burning at any time during the year.
- All outdoor fires during the year require a permit either in person or via fax from the County Office, advising of the date the fire will be set, type of fire, and land location. The County will issue a written permit indicating the conditions that the individual shall adhere to. Each permit will expire thirty (30) days after issuance.

**Site Inspection**

Prior to issuing a fire permit, the Fire Guardian may conduct a site inspection, so they are fully aware of the circumstances on site. If the Fire Guardian determines the site to be unsafe or material being burned contravenes any regulations, the Fire Guardian shall not issue a permit.

**Safety Hazards**

If it is suspected that a fire may cause smoke that could result in a traffic hazard on:

- Alberta Provincial Highways; the permit holder must contact the nearest Highway Maintenance office and advise personnel accordingly.
- Local Roads; the permit holder must advise the County's Public Works Department and pick up road signage, and place accordingly on the roads affected prior to setting the fire. In the event that a Landowner fails to pick up signs and place, or sets a fire without proper signage, and the Public Works Department becomes aware of the situation and the Public Works Department may set up the necessary signs on roads affected due to a Fire Hazard and all costs of such actions will be borne by the Landowner and collected in accordance with the provisions of the Municipal Government Act (MGA), RSA as amended from time to time.
- If it is suspected that a fire may cause smoke that could result in an air traffic hazard at or about the St. Paul or Elk Point Airports, the permit holder must advise and/or obtain approval from the St. Paul or Elk Point Airport Commissions.

**Cancellations**

Fire Guardians or their designates can cancel any one or all permits at any time when they judge conditions to be unsafe for burning.

**Points for Consideration in Issuing a Fire Permit:**

- Be informed on current and future weather conditions.
- Be familiar with the Forest & Prairie Protection Act, related Regulations, the County's Fire Protection Bylaw and generally accepted burning practices for burnable materials.
- Be aware of conditions where it would be unwise to permit the burning of straw and stubble.
- Be aware of the circumstances that could result in unnecessarily exposing residents

of the burn area to excessive amounts of smoke and odour.

- Be aware of the circumstances that could severely restrict visibility on public roadways, railroad crossings and near airports.
- Attach conditions to the Fire permit(s) that clearly define the conditions under which the burn is to take place.
- Be informed of pending or imminent permit restrictions and bans.

**Spring Grass, Yard and Meadow Burning:**

Issue permits only under the following conditions:

- Ignition time: After 1800 hours DST
- Low to moderate fire hazard
- Low to moderate wind factor
- Adequate water source on site
- Adult supervision of fire sets

**Conditions of Permit:**

- Suggest not issuing for more than thirty (30) days. This is advisable so as to eliminate drastic changes in weather and fire hazards, which can occur in the spring season.
- When snow adjacent to forest cover is gone; the field, meadow, etc. on burn site must have natural man-made fuel breaks (such as plowed fields, roads) or construction of fireguard must be considered.
- Fire must be extinguished prior to permit expiring.

**Range Improvement in Standing Forest Cover by Burning:**

- A Fire permit may be issued for improving range with the use of fire, providing an adequate burn plan is provided. The Fire Guardian will consider weather factor, ground cover, and standing forest cover to be burnt in all such applications.

**Permits for Piles, Re-burn Piles and Windrows:**

Permits for piles and windrows may not be issued until after spring green-up. Issue permits under the following conditions:

Ignition after 1800 hours MST  
Low to moderate fire hazard  
Acceptable fire guard  
Wind less than 15 km/hour  
Adequate water source on site  
Adult supervision of fire site

**Additional Conditions to consider:**

- Windrows and brush piles must have been piled according to Forest and Prairie Regulations, on distance and spacing (see "Windrow Construction Directions", following).
- Permits may not be issued if the burn site has coniferous standing forest cover on the borders, and adequate separation distance is a concern.
- An adequate drying time should be allowed before brush is burned. Two years is recommended.

- A permit may not be issued and piles/windrows, etc. should not be burned when conditions are such that ground fires will occur.
- A permit may not be issued for burning of any type of fuel on peat type soil. (High in organic matter).
- General weather conditions and seasonal weather conditions must be taken into consideration when a permit is being considered for issuance. Particular attention must be given to potential for weather inversions occurring and trapping smoke near the ground in the spring or fall. Consider limiting the number of piles and/or windrows that may be burned at any one time. Co-ordination and scheduling of burning among property owners in a general area is recommended as well. Should conditions dictate, it may be necessary that no permits be issued for a period of time.
- Ignition patterns on windrow should be outlined, indicated number of rows or piles to be burned at one time and which ones to light first.
- Fire must be extinguished prior to permit expiring.
- It is recommended that all persons requesting a fire permit have adequate insurance coverage or add a fire fighting insurance endorsement to their homeowner=s policy.

### **Windrow Construction Directions**

- Not only is it important that windrows be constructed to meet provincial debris disposal regulations, properly constructed they will burn easier and cleaner.
- Try to eliminate as much dirt from the roots and pack windrows as tight as possible.
- It is suggested that where practical, windrows should run across the direction of the prevailing wind and each section should not be more than 200 feet in length.
- It is recommended that there should be a 50-foot fireguard break between the ends of rows and when they are running parallel to each other there should be a 50-foot fireguard spacing between each windrow. A 75-foot fireguard break between windrows and any uncleared land is also required.





*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.11. Bylaw No. 2017-09 Cemeteries Bylaw

**#20170307004**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-09, the Cemeteries Bylaw is being presented to Council with new wording referencing the Penalties Bylaw.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-09, the Cemeteries Bylaw.

Motion to give second reading to Bylaw No. 2017-09.

Motion to present Bylaw No. 2017-09 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-09 third reading.

#### Additional Information

---

**Originated By :** kattanasio

COUNTY OF ST. PAUL NO. 19

CEMETERIES BYLAW

BYLAW NO. 2017-09

A Bylaw of the County of St. Paul No. 19, in the Province of Alberta, to regulate and manage cemeteries.

**WHEREAS** the County of St. Paul No. 19 is recognized as the owner of Cemeteries as defined in the *Cemeteries Act* C-3, R.S.A. 2000 and amendments thereto;

**AND WHEREAS** Council has the authority to regulate and manage Cemeteries owned by the County of St. Paul No. 19;

**AND WHEREAS** it is deemed expedient to pass a bylaw respecting the operation of Cemeteries owned by the County of St. Paul No. 19 to incorporate current Cemetery practices and regulations.

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

**SECTION 1 - NAME OF BYLAW**

1.1 This bylaw may be cited as the “Cemeteries Bylaw.”

**SECTION 2 – DEFINITIONS**

- 2.1 “Board” means the members of the Cemetery Committee of the County of St. Paul No. 19.
- 2.2 “Bylaw Enforcement Officer” means any of the following:
- a) Any member of the Royal Canadian Mounted Police;
  - b) Any Community Peace Officer; or
  - c) The Chief Administrative Officer of the County of St. Paul No. 19 or any person designated by the Chief Administrative Officer to enforce the provisions of this bylaw.
- 2.3 “Caretaker” means the body placed in charge of the cemeteries.
- 2.4 “Cemeteries” means those cemeteries owned, operated by, and under the control of the County;
- 2.5 “Columbarium” means an above ground structure in a Cemetery designed and used for the interment of cremated remains.
- 2.6 “Concrete Runner” means the concrete structure placed at the head or foot of the Lot or Plot used for the placement of monuments and foundations.
- 2.7 “Council” means the Council of the County of St. Paul No. 19.
- 2.8 “County” means the County of St. Paul No. 19 in the Province of Alberta.
- 2.9 “Flowering Ornamental” means any perennial, annual, or biannual flowering plant.”
- 2.10 “Funeral Director” means any individual, firm, partnership, or corporation who arrange funerals on behalf of private clients.

- 2.11 “Licensee” means a person, firm, or corporation that acquires burial privileges for one or more Lots with fee simple to the property remaining with the County.
- 2.12 “Lot” means a single grave or niche of a Columbarium for the purpose of interment in a cemetery.
- 2.13 “Marker” means a Lot or Plot indicator with a flat and level surface placed on any Lot or Plot, level with the surrounding ground.
- 2.14 “Monument” means a memorial permanently constructed to extend above the surface of the Concrete Runner, surface of the ground, or is level with the ground.
- 2.15 “Niche” means a compartment in a Columbarium used for the interment of cremated remains.
- 2.16 “Plot” means two or more Lots as shown on a plan on record in the County Administration Office.
- 2.17 “Permit” means a prescribed form provided by the County for application to carry out work in the Cemeteries.
- 2.18 “Rubbish” means boxes, paper, weeds, decaying flowers or plants, faded wreathes, broken receptacles, and any other material the presence of which results in an untidy appearance to any part of the Cemetery grounds.

### **SECTION 3 – CEMETERY COMMITTEE**

- 3.1 A cemetery committee is hereby established and shall be known as the “Board.”
- 3.2 The Board will assume responsibility concerned with the management, planning, and maintenance of those Cemeteries owned by the County.
- 3.3 The Board shall consist of three (3) councillors, two employees, one member-at-large, and a recording secretary.
- 3.4 Members of the Cemetery Committee shall be appointed to the Board for a four year term, at the organization meeting immediately following an election.
- 3.5 Members of the Board will have the following duties:
  - a) The chairman shall preside over meetings.
  - b) The vice-chairman shall, in the absence of the Chairman, preside over meetings.
  - c) The recording secretary shall attend and take accurate meetings, maintain and keep custody of these minutes, and make these minutes available for members prior to the next meeting.
- 3.6 County Council and administration shall properly account for all funds, and by recommendation of the Board, make disbursements, as required for Cemetery purposes only.
- 3.7 Cemetery Committee meetings will be held once annually at a minimum.
- 3.8 The Caretaker may designate tasks to the Funeral Director to carry out.

### **SECTION 4 – GENERAL MATTERS**

- 4.1 The County, or its assigned Caretaker, shall have sole control of all

matters within the Cemeteries that are concerned with maintaining the grounds in a neat and pleasing condition.

- 4.2 The County, or its assigned Caretaker, shall have the authority to control pests, remove any weeds, plants, grass, or floral pieces which may become unsightly, dangerous, detrimental, or wilted in the opinion of the County or its assigned Caretaker.
- 4.3 If in the opinion of the County or Caretaker, any Flowering Ornamentals situated on or about the Cemeteries shall become, by means of their roots or branches, prejudicial to the general appearance of the grounds or become dangerous or inconvenient to the general public, the Caretaker shall have the right to remove such Flowering Ornamentals, or any parts thereof.
- 4.4 To preserve the proper appearance of the Cemetery grounds, memorial wreaths must be removed when they become unsightly. The Caretaker is authorized to remove unsightly memorial wreaths as required.
- 4.5 While the County and/or Caretaker will take all reasonable precautions to protect the property of Licensees, the County and/or Caretaker assumes no liability nor responsibility for any loss of or any damage to any Marker, Monument or part thereof, or any article of any type that may be placed on a Lot or Plot.
- 4.6 The County may alter its general regulations from time to time.

#### **SECTION 5 – SALE AND TRANSFER OF LOTS, PLOTS, AND NICHES**

- 5.1 Burial Lots, Plots, and Niches in Cemeteries are available for purchase from the County upon payment of the proper charge thereof, which is listed in the County's Fee Schedule Bylaw.
- 5.2 Deeded Lots, Plots, and Niches will be conveyed by the County to the Licensee on a form, and that Cemetery deed will be subject to the bylaws of the County as amended from time to time. The person acquiring Lots, Plots, or Niches under the provisions of this Bylaw shall only acquire the right and privilege of burial of the deceased therein subject to the provisions of this Bylaw and shall not be deemed to acquire any title to the land which shall remain vested in the County.
- 5.3 If, for any reason the County deems a previously purchased Lot, Plot, or Niche unusable, the County will supply a similar Lot, Plot, or Niche at no cost to the original purchaser or their heirs and the original Lot, Plot, or Niche will revert to the County.
- 5.4 No person shall make a reservation for one or more Lots, Plots, or Niches without making payment in full at the time of the reservation.
- 5.5 The Cemetery deed that recognizes the purchase of a Lot, Plot, or Niche cannot be resold except to the County, in which case the offer must be in writing. The County shall refund an amount representing 85% of the market value of the Lot or Plot at the date of the buy back. Notwithstanding the provisions of this section, members of the same family may transfer their deed for a Lot, Plot, or Niche to each other provided that the request is made in writing to the County.
- 5.6 The Cemetery survey, plans, and interment records of each Lot and Plot are housed and maintained in the County Administration Office with the records and plans of each Cemetery clearly labelled and numbered. Records shall indicate the Licensee of each Lot or Plot as well as all other information required pursuant to the *Cemeteries Act (Alberta)* and regulations passed thereunder. Copies of such plans will be available for



inspection free of charge at the County Administration office.

- 5.7 All Lots, Plots, and Niches reserved prior to the County acquiring title will be honoured provided that the requisite verification is in place.
- 5.8 The County will determine the location of all Lots, Plots, and Niches that are to be sold and no Lots, Plots, and Niches will be further subdivided or altered in any manner at variance with the Cemetery plans unless authorized by the County.

## **SECTION 6 – INTERMENTS AND DISINTERMENTS**

- 6.1 No person shall personally or by agent undertake an interment in any burial Lot unless they have produced to the Caretaker of the Cemetery or the Funeral Director, the following:
  - a) A burial permit issued by the proper office of the Government of the Province of Alberta;
  - b) An application for permission to inter a body, completed and signed; and
  - c) The full Permit fee for the Lot or Plot must be received by the County.
- 6.2 All applications for burials should be made at least forty-eight hours before the time of interment with the exception of Saturdays, Sundays, and holidays.
- 6.3 Every Licensee obtaining a Lot, Plot, or Niche in the Cemetery shall be held responsible for the cost thereof and for all charges in connection therewith, including disinterment or removal of the body when applicable. Any person signing an order for interment will be held responsible for all charges in connection to the interment. In addition, that person will be responsible for compliance with the regulations governing erection of Monuments.
- 6.4 No interment shall be made without written proof of licensing the Lot.
- 6.5 It is a condition of every deed that the Licensee expressly waived any claim arising by reason of any error in describing any burial Lot. The County endeavours as much as is reasonably possible to avoid such errors but in the event of an error, the County will make an equivalent quality of Lot, Plot, or Niche available in lieu of those originally allocated.
- 6.6 The County shall allow double depth graves provided that a minimum of three (3) feet of coverage remains between the outer shell and the surface of the ground.
- 6.7 All burials of cremated remains shall be at least eighteen (18) inches between the outer shell of the urn or vault and the surface of the ground.
- 6.8 Disinterments, except for reburial in the same grave at greater depth, will not be allowed unless permission is first obtained for that purpose from the Caretaker or Funeral Director, and if given, such permission shall be in writing and signed by the Caretaker or Funeral Director. No disinterments will occur without the Licensee providing written proof of their ownership of that Lot, Plot or Niche.
- 6.9 No disinterment of human remains shall occur for any purpose unless a licensed funeral director is present, the Chief Medical Examiner has been notified, and a disinterment permit has been issued by the Director of Vital Statistics. Disinterment fees are set out in the County's Fee Schedule Bylaw. Cremated remains may be disinterred from a Lot upon an application to and approval of the Funeral Director.
- 6.10 When a Lot, Plot, or Niche becomes vacant as a result of a disinterment,

the land will revert to the County at the Licensee's option and the County will in such a case, purchase the Lot or Plot back from the Licensee.

## **SECTION 7 – MONUMENTS, MARKERS, AND LOT CARE**

- 7.1 Any work carried out at a County Cemetery requires authorization from the Caretaker.
- 7.2 The County will not purchase Columbariums, Markers, Monuments, or other structures. Purchasing these items is the sole responsibility of the families of the deceased.
- 7.2 No Licensee shall erect more than one Marker or Monument per Lot.
- 7.3 Any structure or construction at Cemeteries in existence before the passing of this Bylaw may at the discretion of the Caretaker be removed free of charge by the County upon request of the Licensee or may be removed from time to time, if for reason of age or neglect they become in a state of disrepair.
- 7.4 Each owner of a Marker, Monument or other structure upon any Lot shall maintain it and assure it is in proper repair. The Caretaker will contact the Licensee or the Licensee's family members if a gravesite requires repairs.
- 7.5 Where the owner of a Monument neglects to make the required repairs or alterations within sixty (60) days after receiving notice from the County to do so, the County upon consultation with the Caretaker, shall have the power to repair or remove such Monuments.
- 7.6 If the owner cannot be located to repair or replace their Monument, the County may replace the damaged Monument with a Marker of nominal value up to \$100.00 at its discretion.
- 7.7 Monuments are placed in Cemeteries at the Owner's risk. The County shall not be held responsible for any damage, destruction, or defacement to any Marker, Monument, grave or other structure or object in a Cemetery except for damages resulting from general maintenance and upkeep such as mowing, trimming and fencing.
- 7.8 The placement of Monuments shall comply with the following requirements:
  - a) Monuments must be constructed of granite, marble, bronze, or a comparable material.
  - b) A Monument may not have a base exceeding eighteen (18) inches.
  - c) No inscriptions, insignias, or trademarks shall be placed on any Monument, which is not in keeping with the dignity and decorum of the Cemetery.
- 7.9 No Monuments or other structures will be permitted that are manufactured of cement artificial stone, wood, metal, plastics, glass, iron, tin, or another unauthorized material.
- 7.10 No Marker, Monument, or other structure shall be erected or placed in a Cemetery until:
  - a) Written approval for erecting such a Marker, Monument, or structure has been issued;
  - b) Arrangements have been made with the Caretaker as it pertains to location of the Monument, Marker, or structure.
- 7.11 All persons employed in the construction and erection of Monuments or Markers or doing other works in a Cemetery whether employed by the County or not, shall be subject to the direction and control of the

Caretaker or Funeral Director.

## **SECTION 8 – RESTRICTIONS**

8.1 No person while in a Cemetery shall:

- a) Throw Rubbish on the roads, walkways, or grounds of the Cemetery;
- b) Place or erect upon a Lot or a Plot any plant, fence, railing, wall, stone coping, hedge, or other enclosure;
- c) Allow any livestock, dogs, or other pets to run at-large in the Cemeteries;
- d) Destroy, damage, deface, or remove any Marker, Monument, or other structure or object in any Cemetery or any fence, railing, or wood installed for protection or ornamentation;
- e) Cut any sod or move any corner posts or grave Markers in a Cemetery;
- f) Willfully destroy, cut, break, pick or injure any tree, shrub, or plant;
- g) Plant any tree, shrub, or Flowering Ornamental inside or outside any Lot or Plot;
- h) Drive a vehicle at a speed in excess of fifteen (15) kilometres per hour while in the Cemetery;
- i) Ride an all-terrain vehicle, snowmobile, other vehicle or horse in a Cemetery unless they are part of a funeral procession;
- j) Place on any lot or plot a chair, a wooden or wired trellis, a wooden or wired cross or articles of glass or cellophane and the Caretaker shall remove such articles and dispose of them as necessary to maintain the integrity of the Cemetery;
- k) Disturb the quiet and good order of the Cemeteries through improper noise, improper conduct, or other behavior deemed unbecoming in a Cemetery as the discretion of a Bylaw Enforcement Officer;
- l) No person shall canvass for orders or distribute any business materials in any Cemetery; or
- m) Enter the Cemetery carrying firearms unless the person is participating in a military funeral.

8.2 No Licensee shall change the grade of any Lot or Plot and the County is authorized to restore to its original grade at the expense of the Licensee any Lot or Plot that is altered in grade contrary to the provisions of this section.

8.3 The operator of any motor vehicle shall be responsible for any damage done by their vehicle within the boundaries of a Cemetery.

8.4 Any person who violates any of the provisions of this Bylaw shall be liable for a fine as set out in the County's Penalties Bylaw.

## **SECTION 9 – FUNDS**

9.1 All donations, memorials, or monies received for the Cemeteries are to be used only for the purposes of the Cemeteries. A tax deductible receipt will be issued by the County for any donations of twenty-five (\$25.00) dollars or greater.

9.2 These funds will be disbursed at the discretion of County Council and in accordance with the recommendation of the Board.

## **SECTION 10 – SEVERABILITY**

10.1 This Bylaw shall come into force on the date of final passing. Should a section or part of this Bylaw be found to be improperly enacted or *ultra vires* for any reasons, then such section or part shall be regarded as being

severable from the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

**SECTION 11 – RESCISSION**

11.1 Bylaw 2015-29 is hereby rescinded

**SECTION 12 – EFFECTIVE DATE**

12.1 This Bylaw shall come into effect upon third and final reading.

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a third time in Council this 14<sup>th</sup> day of March, A.D. 2017.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer





*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.12. Bylaw No. 2017-10 Dog Control Bylaw

**#20170307005**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-10, the Dog Control Bylaw is being presented to Council with new wording referencing the Penalties Bylaw.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-10, the Dog Control Bylaw.

Motion to give second reading to Bylaw No. 2017-10.

Motion to present Bylaw No. 2017-10 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-10 third reading.

#### Additional Information

---

**Originated By :** kattanasio

COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2017-10

---

A Bylaw of the County of St. Paul in the Province of Alberta to provide for the regulation and control of dogs running at large within the County of St. Paul.

---

**WHEREAS** Section 7 of the Municipal Government Act, 2000, Chapter M-26, and amendments thereto, of the Province of Alberta, provide that a Municipal Council may enact a Bylaw respecting wild and domestic animals and activities in relation to them.

**NOW, THEREFORE:** The Council of the County of St. Paul No. 19 in the Province of Alberta, duly assembled enacts as follows:

**Section 1: Title**

This Bylaw shall be cited as “The Dog Control Bylaw.”

**Section 2: Definitions**

In the Bylaw unless the context otherwise requires:

- a) “At large” means off the premises of the owner and not under the control of the person;
- b) “Dog Control Officer” shall mean,
  - i) A person appointed under Section 555 and 556 pursuant to the Municipal Government Act, RSA 2000, Chapter M-26, employed or contracted by the County to enforce the County Bylaws;
  - ii) Community Peace Officer as defined under the Peace Officer Act, SA 2006, Chapter P-3.5;
  - iii) A member of the Royal Canadian Mounted Police (RCMP); or
  - iv) Fish and Wildlife Officer appointed under the Wildlife Act (Alberta);
- c) “Controlled Confinement” shall mean the confinement of a dog in a pen, cage or building or securely tethered in a manner than will not allow the dog to bite, harm, or harass any person or animal;
- d) “County” shall refer to the County of St. Paul No. 19.
- e) “Damage to Property” shall include defecating or urinating on such property;
- f) “Dog Show” shall refer to any event for the purpose of showing or exhibiting dogs which is sanctioned or recognized by the Canadian Kennel Club;
- g) “Dog Training School” shall refer to any facility for which the primary purpose is the training of dogs, and at which facility dog training activities are under the direct control and supervision of a dog trainer;
- h) “Kennel” shall mean any property, wherein four (4) or more dogs are harboured, boarded, permitted, or sheltered within the municipal boundaries of the County;

- i) “Land Use Bylaw” shall mean the County’s Land Use Bylaw, as amended;
- j) “Owner” shall refer to:
  - i) a person who has the care, charge, custody, possession, or control of a dog;
  - ii) a person who owns or who claims any proprietary interest in a dog;
  - iii) a person who harbours, suffers, or permits a dog to be present on any property owned or under their control;
  - iv) a person who claims and receives a dog from the custody of the County dog shelter or a Bylaw Control Officer
  - v) a person to whom a license tag was issued for a dog in accordance with the Bylaw;
- k) “Permitted Leash” shall refer to a leash adequate to control a dog to which it is attached, and which leash shall not exceed two metres in length;
- l) “Possession” shall refer to:
  - i) Having physical or effective control of a dog;
  - ii) Having given physical or effective control of a dog to another person for the purpose of controlling the dog for a period of time;
  - iii) Where one or two or more persons has physical or effective control of a dog, it shall be deemed to be in control of each and all of them.
- m) “Secure Enclosure” shall mean a building, cage, or fenced area of such construction that will not allow the confined dog or dogs to escape from that enclosure;
- n) “Vicious Dog” shall refer to:
  - i) Any dog with a known propensity, tendency, or disposition to attack, without provocation, any person or animal;
  - ii) Any dog which has been deemed to be dangerous by a Justice under the provisions of the Dangerous Dogs Act of Alberta, as amended;
- o) “County Dog Shelter” shall mean premises designated by the County for the impoundment and care of dogs.

### **Section 3: Dog Control Provisions**

- 3.1) An owner whose dog is At Large is guilty of an offence;
- 3.2) An owner of a dog of the female sex is guilty of an offence if the dog is not housed and confined in a building during the whole period such as the dog is in heat, except that the dog may be allowed outside for a reasonable period for the sole purpose of defecating and urinating on the property of the owner;
- 3.3) An owner whose dog barks or howls so as to disturb the quiet or repose of any person is guilty of an offence;
- 3.4) An owner of any dog which has damaged any public or private property area within the municipal boundaries of the County is guilty of an offence;

- 3.5) The County may post signs indicating those public property areas where dogs are not permitted, and an owner whose dog is in an area where a sign prohibits the presence of dogs, whether at large or under the control of such owner, is guilty of an offence;
- 3.6) Any person who harbours, boards, permits or shelters more than two (2) dogs over the age of six (6) months on any property within the municipal boundaries of the County, except for farmers or a County-approved kennel, is guilty of an offence;
- 3.7) Section 3.6 herein, shall not apply to:
  - 3.7.1 Premises lawfully used for the care and treatment of dogs, operated by, or under the supervision of a licensed veterinarian;
  - 3.7.2 Any premises which may be used for the purpose of a dog show;
  - 3.7.3 Any person in possession of a valid County development permit to operate a kennel within the County, as authorized by the County Land Use Bylaw; or
  - 3.7.4 Any lot with eighty (80) acres or more with a single residence.
- 3.8) An owner of a dog is guilty of an offence if such a dog:
  - 3.8.1 Threatens, attacks, or harasses any person;
  - 3.8.2 Chases any person while such a person is walking, running, on bicycle or horseback;
  - 3.8.3 Attacks, harasses, injures, or kills any animal belonging to any person.
- 3.9) An owner of a vicious dog is guilty of an offence if such a dog is not at all times on the property of the owner and is confined within a secure enclosure, unless the dog is on a permitted leash and controlled by the owner;
- 3.10) Any person interfering with, hindering, or impeding a Bylaw Enforcement Officer in the performance of any duty authorized by this Bylaw is guilty of an offence.

#### **Section 4: Power of a Dog Control Officer**

- 4.1) The Officer is authorized to capture and impound in the County dog shelter any dog which is at large, the dog control officer is further authorized to take such reasonable measures as necessary to subdue such dogs including the use of tranquillizer equipment and materials. If any such dog is injured, it may be taken to a veterinarian for treatment to relieve pain or bleeding, then to the County dog shelter.
- 4.2) All impounded dogs may be kept in the County dog shelter for a period of seventy-two (72) hours. Sundays and Statutory holidays shall not be included in the computation of the seventy-two (72) hour period. During this period, any dog may be redeemed by its owner, except as otherwise



provided in this Bylaw, upon payment to the County of its authorized agent of.

4.2.1 The appropriate impoundment fee as set out in Schedule B of this Bylaw.

4.2.2 The cost of any veterinary treatment required for a dog that was injured when picked up or in the act of capture.

4.3) Once the seventy-two (72) hour period has expired, the County will obtain ownership of the dog, and at its discretion and in accordance with the *Animal Protection Act*, will determine the best course of action in each individual case.

### **Section 5: Penalty Provisions**

5.1) Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine as set out under the Penalties Bylaw.

5.2) Notwithstanding Section 5.1 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing another offence under this Bylaw; and who was:

5.2.1) Found liable on summary conviction for that earlier offence; or

5.2.2) Who was issued a Violation Tag pursuant to Section 6 herein and paid the amount specified in the Violation tag within thirty (30) days;

May be liable on summary conviction to a fine as set out under the Penalties Bylaw.

5.3) All violations will be accompanied by the appropriate fee, as identified in the Penalties Bylaw.

### **Section 6: Violation Tags**

6.1) An Officer is hereby authorized and empowered to issue a Violation Tag to any person, whom the Officer has reasonable and probable grounds to believe contravened any provision of this Bylaw;

6.2) A Violation Tag may be issued to such a person:

6.2.1 Either personally;

6.2.2 By mailing a copy to the owner's last known post office address;

6.2.3 Upon retrieval of such person's dog from the County dog shelter.

6.3) The violation tag shall be in a form approved by the County and shall state:

6.3.1 The name of the owner

6.3.2 The offence

6.3.3 The appropriate penalty for the offence as set out in the Penalties Bylaw

6.3.4 That the penalty shall be paid within thirty (30) days on the issuance of the Violation Tag

6.3.5 Any other information the County deems pertinent

6.4) Where a contravention of this Bylaw is of a continuing nature, further

Bylaw No. 2016-17  
Page 5

violation tags may be issued by the Officer, provided however, that no more than one violation tag shall be issued for each day the contravention continues.

- 6.5) Where a Violation Tag is issued pursuant to this Section, the person to whom the violation tag is issues may, in lieu of being prosecuted for the offence, pay to the County the penalty specified on the Violation Tag.
- 6.6) Nothing in this Bylaw shall prevent the Officer from immediately issuing a violation ticket.

**Section 7: Violation Ticket**

- 7.1) If the penalty specified on a Violation Tag is not paid within the prescribed time period, then the Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedure Act, S.A. 1988, c. P-21.5.
- 7.2) Notwithstanding Section 7.1, an Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedure Act, S.A. 1988, c. P-21.5, without first issuing a violation tag.

**Section 8: Rescission**

- 8.1) Bylaws 2016-17 is hereby repealed.

This Bylaw shall come into full force and effect upon the final passing thereof.

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a third time in Council this 14<sup>th</sup> day of March, A.D. 2017.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.13. Bylaw No. 2017-11 Municipal and Reserve Lands Regulation Bylaw

#20170307006

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-11, the Municipal and Reserve Lands Regulation Bylaw is being presented to Council with new wording referencing the Penalties Bylaw.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-11, the Municipal and Reserve Lands Regulation Bylaw.

Motion to give second reading to Bylaw No. 2017-11.

Motion to present Bylaw No. 2017-11 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-11 third reading.

#### Additional Information

---

**Originated By :** kattanasio

**COUNTY OF ST. PAUL NO. 19**  
**MUNICIPAL AND RESERVE LANDS REGULATION BYLAW**  
**BYLAW NO. 2017-11**

---

A Bylaw of the County of St. Paul No. 19, in the Province of Alberta,  
providing for the regulation of municipal land and reserves.

---

WHEREAS, pursuant to Section 7 (a) of the Municipal Government Act Revised Statutes of Alberta, 2000, Chapter M-26 and the amendments thereto, as amended from time to time, the County of St. Paul No. 19 may pass Bylaws for the protection and preservation of Municipal Lands and Reserves.

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

**SHORT TITLE**

- 1.1 This Bylaw may be cited as the “Municipal and Reserve Lands Regulation Bylaw.”

**2. DEFINITIONS**

- 2.1 “Bylaw Enforcement Officer” means
- a) Any member of the Royal Canadian Mounted Police
  - b) Any Community Peace Officer
  - c) The Chief Administrative Officer of the County of St. Paul No. 19 or any person designated by the Chief Administrative Officer to enter and inspect property in accordance with the provisions of this Bylaw.
- 2.2 “Chief Administrative Officer” means the Chief Administrative Officer of the County of St. Paul No. 19 regardless of any subsequent title that may be conferred on that Officer by Council or statute, or his or her designate.
- 2.3 “Clear-cutting” means the felling and removal of all or most of the trees from a given tract of land.
- 2.4 “Council” means the Municipal Council of the County of St. Paul No. 19.
- 2.5 “County” means the County of St. Paul No. 19, a municipal corporation in the Province of Alberta and where the context so requires means the area contained within the corporate boundaries of the said municipality.
- 2.6 “Environmental Reserve” (ER) – means a part of land parcel designated as an environmental reserve as defined under section 664(1) of the Municipal Government Act R.S.A. 2000, c-M-26.
- 2.7 “Litter” means any solid or liquid material or product or combination of solid or liquid materials or products including, but not limited to:
- (i) Any rubbish, refuse, garbage, paper, package, container, bottle, can, manure, or sewage or the whole or part of an animal carcass; or
  - (ii) The whole or part of any article, raw or unprocessed material, motor vehicle or other machinery, that is disposed of; or
  - (iii) Any dirt, gravel, rock, sand, rubble, or clean fill; or
  - (iv) Any other material or product that is designated as litter in the Alberta Environmental Protection and Enhancement Act, as amended from time to time, and the Regulations thereunder.
- 2.8 “Motor Vehicle” means a motor vehicle as defined in the *Traffic Safety Act*, R.S.A. 2000 c. T.6., as amended from time to time and the regulations thereunder.



- 2.9 “Municipal Land” means a parcel of land or a part of a parcel of land owned by the County or land in which the County is in the process of acquiring and does not include lands designed for public use including but not limited to campgrounds. Such lands include but are not limited to lands designated as Municipal Reserve, School Reserve, Municipal and School Reserve, Environmental Reserve, or Public Utility Lot.
- 2.10 “Municipal Reserve” (MR) means a part of land parcel designated as a Municipal Reserve as defined in Section 666(1) of the *Municipal Government Act* R.S.A. 2000, c. M-26.
- 2.11 “Municipal and School Reserve” (MSR) means a part of a land parcel designated as municipal school reserve as defined in Section 666(1) of the *Municipal Government Act* R.S.A. 2000, c. M-26.
- 2.12 “Nuisance” means any activity or condition within the County of St. Paul No. 19 which interferes with, annoys, disturbs, injures, or endangers the safety, comfort, peace, or health of others.
- 2.13 “Order to Comply” means an Order or warning, issued under this Bylaw.
- 2.14 “Permit” means a written authorization issued pursuant to approval granted by the County of St. Paul No. 19 in respect to activities on Municipal Lands, reserves, or structures.
- 2.15 “Permittee” means a person who applied and obtained a permit in respect to activities on Municipal Lands, reserves, or other structures.
- 2.16 “Public Utility Lot” (PUL) means a part of a land parcel designated as a public utility lot as defined in the *Municipal Government Act*, R.S.A. 2000, c. m-26.
- 2.17 “Reserve Lands” means an Environmental Reserve, a walkway, a Municipal Reserve, a School Reserve, a Municipal and School Reserve, as defined in the *Municipal Government Act*, R.S.A. 2000, c. M-26.
- 2.18 “School Reserve” (SR) means a part of a land parcel designated as a School Reserve as defined in the *Municipal Government Act*, R.S.A. 2000, c. M-26.
- 2.19 “Strict Liability” means a Person is responsible for the damage and loss caused by their acts and omissions regardless of culpability.
- 2.20 “Structures” means any man-made building or feature with the exception of seasonal docks or piers.
- 2.21 “Unauthorized Use” means any use which falls under offenses on any Reserve Lands without a valid permit.
- 2.22 “Violation Ticket” means a ticket issued to Part 2 of the *Provincial Offences and Procedures Act*, R.S.A. 2000, c. P-34.

### **3. AUTHORITY OF BYLAW ENFORCEMENT OFFICERS**

- 3.1 Any Bylaw Enforcement Officer appointed or employed by the County are authorized to enforce any section of this Bylaw.
- 3.2 Bylaw Enforcement Officers for the purpose of this Bylaw may:
  - a) Enforce any part of this Bylaw within the County corporate boundary;
  - b) Access any Municipal Land, Municipal Reserve, or Structure, at any time for inspection or enforcement activities;
  - c) Suspend or cancel permits issued pursuant to any Municipal Land or Municipal Reserve;
  - d) Order a person or corporation to cease and desist any activity on Municipal Land, Municipal Reserve or Structure, which in the opinion of the Bylaw Enforcement Officer, such activity may compromise the quality of the Land or Reserve;
  - e) Order the restoration of any disturbed Municipal Land or Municipal Reserve to their original condition at the offender’s expense;

- f) Remove or seize any items not described within the terms of an authorized Permit.
- g) Serve written notice describing the unsatisfactory condition(s), expectations of restoration, and a date to which such restoration is to be completed by. Failure to meet conditions may result in prosecution.

#### **4. OFFENCES**

4.1 No person shall without, a written authorized Permit:

- a) Dig in the earth, or remove any natural feature or man-made Structure from Municipal Land or Municipal Reserve;
- b) Construct or remove Structure on any Municipal Lands or Municipal Reserve; or
- c) Place or erect any Structures, signs, bulletins, posts, poles or advertising devices or any kind, attach any notice, bill, poster, wire, or cord to any tree, shrub, fence, railing, post, or Structure on any Municipal Land or Municipal Reserve.

4.2 No person shall under any circumstances:

- a) In any way injure or deface any turf, tree, shrub, hedge, plant, flower, or structure on Municipal Land or Municipal Reserve;
- b) Fail to produce a valid permit at the request of a Bylaw Enforcement Officer, on any Municipal Land, Municipal Reserve, or Structure;
- c) In the opinion of a Bylaw Enforcement Officer, conduct any activity, which causes the disturbance to anyone's peaceful enjoyment or public or private property;
- d) Discard any litter on land or water on Municipal Land or Municipal Reserve;
- e) Obstruct at Bylaw Enforcement Officer in the performance of his investigation and lawful authority to enforce this Bylaw;
- f) Discharge contaminants including but not limited to fuel, herbicides, and fertilizers;
- g) Sell or offer for sale any article of food, drink, or merchandise, or carry on any business on any Municipal Land or Municipal Reserve;
- h) Park or operate any Motor Vehicles or trailers on Municipal Land or Municipal Reserve;
- i) Camp or take occupancy on any Municipal Land or Municipal Reserve;
- j) Light any outdoor fire on Municipal Land or Municipal Reserve;
- k) Permit any livestock to graze on any Municipal Land or Municipal Reserve;
- l) Discharge any firearms, rockets, or other projectiles on Municipal Land or Municipal Reserve;
- m) Hunt or trap any animal on Municipal Reserve, Environmental Reserve, School Reserve, or Municipal and School Reserve; or
- n) Clear-cutting.

#### **5. GENERAL PENALTY PROVISION**

- 5.1 Any person that violates any provision of this Bylaw is guilty of an offence and is liable upon conviction to a maximum fine as set out in the County's Penalties Bylaw, as amended from time to time, or in default of payment of the fine to imprisonment for a period not exceeding one year, or to both fine and imprisonment in such amounts.

## 6. MINIMUM AND SPECIFIED PENALTIES

- 6.1 The minimum and specified penalty for violation of any provision of this Bylaw is set out in the County's Penalties Bylaw, as amended from time to time.
- 6.2 The levying and payment of any fine or the imprisonment for any period in this section shall not relieve a person from the necessity of paying any fees, charges, or costs from which he is liable under the provisions of this Bylaw.
- 6.3 If a person violates the same provision of this Bylaw twice within a one year period, the minimum and specified penalty for the second violation shall increase in amount from the first violation.
- 6.4 A Provincial Judge or Commissioner, in addition to penalties, may if they consider the offence sufficiently serious, direct or order restoration of the affected land or, order compensation to be paid to the County as a result of costs incurred by the County for restoration.

## 7. ENFORCEMENT

- 7.1 Where a Bylaw Enforcement Officer has reasonable grounds to believe that a person has violated any provision of this Bylaw, the Bylaw Enforcement Officer may commence court proceedings against such a person by:
  - a) Issuing an Order to Comply to remedy the contravention in any manner deemed necessary in the circumstances pursuant to Section 545 of the *Municipal Government Act*; or
  - b) Issuing the person a Violation Ticket pursuant to the provisions of Part 2 of the *Provincial Offences Procedure Act*.
- 7.2 Where a Bylaw Enforcement Officer issues a person an Order to Comply, the Officer may:
  - a) Identify the Unauthorized Use;
  - b) Direct the person to take action or measures necessary to remedy the Unauthorized Use including, but not limited to, the restoration of the Municipal or Reserve Land to a natural state; and
  - c) State the time within which the person must fulfill the Order to Comply;
  - d) State that if the person does not abide by the Order to Comply in a specified time, the County may take action or measures at the expense of the person.
- 7.3 Where a Bylaw Enforcement Officer issues a person a Violation Ticket, the Officer may either:
  - a) Allow the person to pay the specified penalty as indicated on the Violation Ticket; or
  - b) Require a court appearance of the person where the Bylaw Enforcement Officer believes that such an appearance is in the public interest, pursuant to the provisions of Part 2 of the *Provincial Offences Procedure Act*.
- 7.4 No provision of this Bylaw nor any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent, or preclude the County from pursuing any other remedy in relation to a premises provided by the *Municipal Government Act*, or any other law in the Province of Alberta.

## 8. STRICT LIABILITY

- 8.1 It is the intention of Council that all offences created by this Bylaw be interpreted to be Strict Liability offences.

**9. SEVERABILITY**

9.1 Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

**10. RESCISSION**

10.1 Bylaw 2015-23 is hereby repealed.

**11. EFFECTIVE DATE**

11.1 This Bylaw comes into effect upon receiving third reading.

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a third time in Council this 14<sup>th</sup> day of March, A.D. 2017.

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER





*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.14. Bylaw No. 2017-12 Corridor Regulation Bylaw

**#20170307007**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-12, the Corridor Regulation Bylaw is being presented to Council with new wording referencing the Penalties Bylaw.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-12, the Corridor Regulation Bylaw.

Motion to give second reading to Bylaw No. 2017-12.

Motion to present Bylaw No. 2017-12 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-12 third reading.

#### Additional Information

---

**Originated By :** kattanasio

COUNTY OF ST. PAUL NO. 19  
BYLAW NO. 2017-12

CORRIDOR REGULATION BYLAW

A Bylaw of the County of St. Paul in the Province of for the purpose of regulating use of the corridor owned by North East Muni-Corr Ltd.

WHEREAS section 7 of the Municipal Government Act (Alberta), as amended, provides that a Municipality may pass bylaws respecting the safety, health and welfare of people and the protection of people and property, and

WHEREAS the Traffic Safety Act, RSA 2000,c. T-6, authorizes a Municipal Council to pass Bylaws to regulate the operation of Off Highway Vehicles and regulate vehicle, animal and pedestrian traffic, within the Corporate Limits of the Municipality.

NOW THEREFORE the Council of the County of St. Paul No. 19 in the Province of Alberta, duly assembled, enacts:

SECTION 1: SHORT TITLE

This Bylaw may be cited as the County of St. Paul No. 19 “Corridor Regulation Bylaw”.

SECTION 2: DEFINITIONS

- a) “Chief Administrative Officer” shall mean the individual who holds that position for the County of St. Paul No. 19 at any given time and includes any person authorized to act for and in the name of that individual.
- b) “Council” means the Council of the County of St. Paul No. 19 in the Province of Alberta.
- c) “County” means the County of St. Paul No. 19 in the Province of Alberta.
- d) “Muni-Corr” shall mean North East Muni-Corr Ltd. a body incorporated in Alberta under Part 9 of the Companies Act of Alberta.
- e) “Hunting” shall mean the capturing or killing, or attempted capture or killing, of animals by means of traps, nets, firearms, bow and arrow, or other such similar means.
- f) “Bylaw Enforcement Officer” means
  - i) Any member of the Royal Canadian Mounted Police
  - ii) Any Community Peace Officer
  - iii) The Chief Administrative Officer of the County of St. Paul No. 19 or any person designated by the Chief Administrative Officer to enter and inspect property in accordance with the provisions of this Bylaw.
- g) “Corridor” shall mean the abandoned Railway Right-of-Way owned by North East Muni-Corr Ltd. and under the joint care and control of the County. This shall include any “Rest stops” or “Staging areas”.
- h) “Usage Control Device” shall mean any sign, signal, marking or device placed, marked or erected under the authority of this Bylaw for the purpose of regulating, warning or prohibiting use of the Corridor.

- i) "Trailer" means any device that is attached to or drawn by a Vehicle and includes machinery or equipment used in construction or farming.
- j) "Motor Vehicle" shall mean a Motor Vehicle as defined in Section 1(1) of the Traffic Safety Act R.S.A. 2000-C.T-6.
- k) "Off Highway Vehicle" shall mean a Motor Vehicle as defined in Section 117 of the Traffic Safety Act R.S.A. 2000 C.T-6.
- l) "Weapon" means all items including but not limited to, rifles, shotguns, pistols, handguns, target pistols, air rifles, pellet guns, hunting bows, cross bows, sling shots, and paint ball guns.

### **SECTION 3: REGULATION OF USE**

- 1) Except as otherwise set out in this Bylaw Council hereby delegates to the Chief Administrative Officer the authority to regulate and control the use of the Corridor as defined in this Bylaw.
- 2) Unless required or permitted by this Bylaw or by a Usage Control Device, or in compliance with the directions of a Peace Officer, a Person shall not stop, park, or operate a Motor Vehicle, or, an Owner, permit his Vehicle to be stopped, parked or operated, on the Corridor.
- 3) Unless required or permitted by this Bylaw or by a Usage Control Device a Person shall not park or leave a Trailer on the Corridor or an Owner permit his trailer to be parked on the Corridor.
- 4) The Chief Administrative Officer is hereby delegated the authority to prescribe where Usage Control Devices, either permanent or temporary, are to be located. The Chief Administrative Officer shall cause such devices to be placed such that they are clearly recognizable in all reasonable light and weather conditions.
- 5) Usage Control Devices authorized by the Chief Administrative Officer as delegated pursuant to Section 3.4 hereof, shall be deemed to have been made by bylaw of the M.D. and such person is to maintain a record of all such locations, which shall be open to public inspection during normal business hours.
- 6) No person shall make or place an obstruction of any kind in, upon or above the Corridor or place any building or structure of any nature in a manner that encroaches upon any portion of the Corridor unless permission has been granted by the Chief Administrative Officer and upon such terms and conditions as he deems necessary.
- 7) Every person who fails to obtain permission or comply with the conditions attached thereto shall be guilty of an offence and shall, in addition to any other penalty, cause the removal of the obstruction or encroachment within twenty-four (24) hours after being notified to do so by the Chief Administrative Officer. After the expiration of the said twenty-four (24) hours, the Chief Administrative Officer may cause the removal of the obstruction or encroachment and such removal shall be at the expense of the person causing, placing or permitting the obstruction or encroachment of the Railway Right-of-Way.
- 8) Where an obstruction or encroachment of any kind exists in, upon, or above any Railway Right-of-Way and, in the opinion of the Chief Administrative Officer it creates an unsafe condition, the Chief

Administrative Officer shall be entitled to take such measures as are required for the protection of life or property.

- 9) No person, shall discharge any weapon on or over the Corridor.
- 10) Off Highway Vehicles are permitted to be operated on the Corridor provided they comply with the following rules of the road:
  - a) Registered in accordance with the Traffic Safety Act, RSA 2000, C.T-6
  - b) Insured, including liability insurance, in accordance with the Traffic Safety Act RSA 2000, C.T-6
  - c) Operated with consideration for the other users of the Corridor
  - d) Operated in such a manner so as to only cause minimal disturbance to persons residing adjacent to the Corridor
  - e) Operated in such a manner so as not to disturb, harass, injure or kill any livestock located adjacent to the Corridor
  - f) Operated at a speed, that considering the circumstances, is reasonable
  - g) Operated in a manner, that considering the circumstances, is not careless
  - h) Yielding the Right of Way to other users of the Corridor, who are not operating Off Highway Vehicles
  - i) Moving to the right side of the Corridor when encountering approaching Off Highway Vehicles
  - j) When crossing a Highway that intersects with the Corridor, following the rules laid out in the Traffic Safety Act, RSA 2000, C.T-6, Section 120(3)
  - k) Park in a manner so as not to obstruct the Corridor or its access points or intersections with any Highway, and not inconvenience or prevent the use of the Corridor by any other persons.
  - l) Follow all aspects relating to Off Highway vehicle use in accordance with the Traffic Safety Act, RSA 2000, C.T-6 and its regulations.
- 11) No person shall place, permit to be placed, or throw any substance, or thing of any kind, on the Railway Right-of-Way or property located adjacent to the Railway Right-of-Way.
- 12) No person shall climb, deface, or interfere with any structure, trees, protection system, or utility located on or adjacent to the Railway Right-of-Way.
- 13) No person shall willfully remove, throw down, deface, alter, damage or destroy a Usage Control Device, placed, marked or erected on, or adjacent to, the Railway Right-of-Way



- 14) No person shall conduct himself or otherwise position himself on the Railway Right-of-Way in such a manner as to obstruct or inconvenience any other user of the Railway Right-of-Way.

#### **SECTION 4: ENFORCEMENT**

- 1) Any Peace Officer is hereby authorized to remove or cause to be removed any Motor Vehicle or Trailer parked in contravention of this Bylaw.
- 2) Any such Motor Vehicle or Trailer may be removed to a place designated by the Peace Officer where it will remain impounded until claimed by the owner thereof or his authorized agent.
- 3) The Towing away of the Motor Vehicle or trailer shall be in accordance with the Towing and Impound Laws contained in the Traffic Safety Act, RSA 2000, C.T-6.
- 4) In the event that an owner of a Motor Vehicle or Trailer does not claim such Motor Vehicle or Trailer, the storage and removal charges may be collected by the Tow Company pursuant to the provisions of the Traffic Safety Act, RSA 2000, C.T-6.

#### **SECTION 5: EXCEPTIONS**

- 1) Where, considering the circumstance, it is reasonable and safe, the following groups may operate motor vehicles on the corridor when required to do so:
  - a) Emergency Motor Vehicles and Off Highway Vehicles including, ambulance services, fire department or vehicles being operated by on duty Peace Officers
  - b) Motor Vehicles and Off Highway Vehicles used in conjunction with the servicing of public utilities including telephone systems, electric systems, natural gas systems and Cablevision systems.
  - c) Municipal and other government public works Motor Vehicles and Off Highway Vehicles.
  - d) Towing service Motor Vehicles.
  - e) Owners of land adjacent to the Corridor to whom a permit has been issued by the County and/or North East Muni-Corr Ltd.
  - f) Any other individual to whom a permit has been issued by the County and/or North East Muni-Corr Ltd.

#### **SECTION 6: PERMITS**

- 1) To obtain a permit pursuant to Sub-Sections 5 (e) and (f) of this Bylaw, an application must be made to Muni-Corr.
- 2) Muni-Corr may refuse to grant the permit with such terms and conditions, as he deems necessary.

- 3) Muni-Corr may grant the permit for a specified date or may allow a permit of indefinite duration.
- 4) Muni-Corr may grant a permit for a Special Event for a specified date or may allow a permit of indefinite duration.
- 5) Any applicant requesting a permit under subsection (a) hereof shall make an application in writing to Muni-Corr providing the following information:
  - (i) The description and registration information for the Vehicle or Trailer to be parked or operated on the Right-of-Way.
  - (ii) The location of the Railway Right-of-Way the applicant wishes to access.
  - (iii) The date on which the applicant proposes to access the Right-of-Way the applicant is requesting a permit of indefinite duration.
  - (iv) The purpose for which access to the Right-of-Way is requested.
  - (v) Such other information as may be required.
- 6) Coincident with issuance of the permit, the applicant shall enter into an agreement to indemnify the County and North East Muni-Corr Ltd. for any and all damages caused to the Corridor or any works made or done over, upon or under the same, as a result of the use of the Corridor pursuant to a permit.
- 7) Muni-Corr may in writing alter, suspend or revoke a permit whenever it is determined that:
  - (i) The permit was issued in error.
  - (ii) The permit was issued based on incorrect information supplied.
  - (iii) The area indicated on the permit is required by the County for other purposes.
  - (iv) The permit is in violation of any County bylaw or resolution.
- 8) Upon request by an applicant or permit holder and when it is determined by Muni-Corr that extenuating circumstances exist, Muni-Corr is hereby authorized to waive or alter any term of an agreement or permit required by this Bylaw.

## **SECTION 7: PENALTIES**

- 1) Except as otherwise provided herein, every person who contravenes any provisions of this Bylaw is guilty of an offence, and shall be liable on Summary Conviction to a fine as set out in the County of St. Paul No. 19's Penalties Bylaw.
- 2) An offence ticket shall be deemed to be sufficiently served:
  - (i) If served personally on the accused.

Bylaw No. 2017-12  
Page 6

- (ii) If mailed, by ordinary mail, to the address of the registered owner of the Motor Vehicle, Off Highway Vehicle or Trailer concerned, or to the person concerned.
- (iii) If attached to or left securely and visible upon the Motor Vehicle, Off Highway Vehicle or Trailer in respect of which the offence is alleged to have been committed.

**SECTION 8: TRANSITION AND RESCISSION**

- 1. All Usage Control Devices which are in place on the effective date of this Bylaw shall be deemed to be valid Usage Control Devices for the purposes of this bylaw until removed.
- 2. Bylaw 2013-25 known as the “Corridor Regulation Bylaw” is hereby repealed.

This Bylaw comes into effect on the date of final passing.

Read a first time in Council this 14<sup>th</sup> of March, 2017.

Read a second time in Council this 14<sup>th</sup> day of March, 2017.

Read a third time in Council this 14<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.15. Bylaw No. 2017-13 Penalties Bylaw

#20170307001

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-06, the Penalties Bylaw is being presented to Council to clarify the difference between fees and penalties, previously contained within the Fee Schedule Bylaw. The Penalties Bylaw will list only penalties.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-06, the Penalties Bylaw.

Motion to give second reading to Bylaw No. 2017-06.

Motion to present Bylaw No. 2017-06 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-06 third reading.

#### Additional Information

---

**Originated By :** kattanasio



**COUNTY OF ST. PAUL NO. 19**

**BYLAW NO. 2017-13**

---

---

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

---

---

**WHEREAS**, pursuant to provisions of the Municipal Government Act, 2000, Chapter M-26.1, Section 7 (i) with amendments thereto, a Council may pass bylaws for municipal purposes respecting the enforcement of bylaws made under this or any other enactment, including the creation of offences and for each offence, imposing a penalty; and

**WHEREAS**, the penalties approved by this bylaw will replace existing penalties in several bylaws.

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

1. The Schedule of Penalties, attached to and forming Schedule “A” of this bylaw is adopted; and
2. Schedule “A” to this bylaw will be reviewed by Council on an annual basis.
3. This Bylaw comes into effect on March 14, 2017.

Read a first time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a second time in Council this 14<sup>th</sup> day of March, A.D. 2017.

Read a third time in Council and duly passed this 14<sup>th</sup> day of March, A.D. 2017.

---

Reeve

---

Chief Administrative Officer

## Schedule "A"

1) The following penalties may be applied in the event of an offence or violation:

### Administration 12

#### Noise Bylaw Offence

1 <sup>st</sup> Offence	\$100.00
2 <sup>nd</sup> Offence	\$200.00
3 <sup>rd</sup> Offence	\$500-\$2500

#### Muni-Corr Bylaw Offence

Guilty of an Offence- 1 <sup>st</sup> Offence	\$1,000.00
2 <sup>nd</sup> Offence	\$2,000.00

#### Safety Codes Act Offences

As per Safety Codes Act

### Fire Services 23

#### Fire Protection Bylaw Offence

Anyone not complying with Bylaw	\$450.00
- 1 <sup>st</sup> Offence	\$600.00
- 2 <sup>nd</sup> Offence within one year period	\$1,000.00
- 3 <sup>rd</sup> Offence or subsequent offence within one year period	
Issuance of a Violation Ticket	Not less than \$450.00 & not more than \$10,000.00

### Public Works 32

#### Cemetery Bylaw Offence

Anyone not complying with Bylaw	
- 1 <sup>st</sup> Offence	\$300.00
- 2 <sup>nd</sup> Offence within a one year period	\$500.00
- 3 <sup>rd</sup> Offence within a one year period	\$1,000.00
Issuance of a Violation Ticket	Not less than \$300 and not more than \$10,000

### Agricultural Services 62

#### Dog Control Bylaw Offence

Offence	Violation Tag Penalty	1st Offence Penalty for Violation Ticket	2nd Offence Penalty for Violation Ticket
<b>Dog at large</b>			
- Vicious Dogs	\$100.00	\$250.00	\$500.00

## Appendix 1 for 8.15.: Penalties Bylaw

- Restricted Dogs	\$100.00	\$250.00	\$500.00
- Other Dogs	\$100.00	\$250.00	\$500.00
- Female in heat	\$100.00	\$250.00	\$500.00
- Barking, Howling	\$100.00	\$250.00	\$500.00
- Damage to property	\$100.00	\$250.00	\$500.00
- Dog in prohibited area	\$100.00	\$250.00	\$500.00
- More than 2 dogs on property	\$100.00	\$250.00	\$500.00
- Threatening/ attacking a person	\$100.00	\$250.00	\$500.00
- Chasing a person	\$100.00	\$250.00	\$500.00
Attacking, harassing, injuring or killing an animal	\$100.00	\$250.00	\$500.00
Vicious or restricted dog not confined or on leash	\$100.00	\$250.00	\$500.00
Interfering with Dog Control Officer	\$100.00	\$250.00	\$500.00

### Planning and Development 62

#### Municipal and Reserve Land Regulation Bylaw Offence

Fail to produce a valid permit	\$200
Deface or injure a tree, plant or other structure	\$200
Dig in the earth or change the grade of the land	\$200
Conduct causing a disturbance	\$200
Carry on any commercial business	\$200
Park or operate off-highway vehicles without permission	\$200
Camp or occupy land	\$200
Discard litter	\$300
Place or erect any structures or notices	\$300
Construct or remove structure	\$500
Obstruct a Bylaw Enforcement Officer	\$500
Discharge contaminants or herbicides	\$500
Light Fire	\$500
Permit livestock to graze	\$500
Discharge any firearms or projectiles	\$500
Hunt or trap	\$500
Clear-cutting	\$1,000 - \$2,500



*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.16. Bylaw No. 2017-14 - ER Lease - Lot 28ER, Block 2, Plan 8023220 #20170308009

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2014-03, which is a Bylaw to lease Lot 28ER, Block 2, Plan 8023220 will expire at the beginning of April. The current lessee has passed away so the Scott Family Heirs are requesting to continue leasing the property represented by Mark Scott, great nephew to Gordon Scott and grandson to Ron Scott, the original lease holders.

Bylaw No. 2017-14 is being presented to Council for approval for a three year lease on Lot 28ER, Block 2, Plan 8023220, to the Scott Family Heirs as represented by Mark Scott.

Section 676(1) of the M.G.A. allows Council to lease an environmental reserve property for a term of not more than 3 years. The Bylaw must be advertised in accordance with Section 606 of the M.G.A. and a public hearing must be held in accordance with Section 230 of the M.G.A.

#### Recommendation

---

Administration is recommending to give first reading to Bylaw No. 2017-14, which is a Bylaw to Lease Lot 28ER, Block 2, Plan 8023220 to Mark Scott as representative of Gordon and Ron Scott's heirs, permitting the change in the use of the environmental reserve.

#### Additional Information

---

**Originated By :** pcorbiere



**COUNTY OF ST. PAUL NO. 19**

**BY-LAW NO. 2017-14**

---

A By-law of the County of St. Paul No. 19 in the province of Alberta, for the lease as well as a use not specified in Section 671(1) of the Municipal Government Act of Lot 28ER, Block 2, Plan 8023220.

---

**WHEREAS** the Municipal Government Act, R.S.A. 2000, as amended authorizes a municipality to enter into a lease agreement for the purpose of leasing Environmental Reserve lands; and

**WHEREAS** this Bylaw has been prepared in accordance with section 676(1)(a)(c) of the Municipal Government Act, R.S.A. 2000 under the direction of the Council of the County of St. Paul No.19 allowing for the lease and private use for recreational purposes of the Environmental Reserve Lot 28ER, Block 2, Plan 8023220; and

**WHEREAS** this Bylaw has been prepared in accordance with section 676(1)(a) of the Municipal Government Act, R.S.A. 2000 under the direction of the Council of the County of St. Paul No.19 allowing for the change in use of the Environmental Reserve Lot 28ER, Block 2, Plan 8023220; and

**WHEREAS** this Bylaw has been prepared in accordance with Section 676(1)(c) of the Municipal Government Act, R.S.A. 2000, under the direction of the Council of the County of St. Paul No. 19 allowing for the lease of the Environmental Reserve Lot 28ER, Block 2, Plan 8023220 for no more than 3 years; and

**WHEREAS** the lease is subject to all protocol as specified by the County of St. Paul Land Use Bylaw 2013-50 for the Country Residential (1) land use district as per the Land Use Bylaw 2013-50; and

**WHEREAS** no permanent structures shall be constructed on the property; and

**WHEREAS** all uses must remain 25' from the property line of the lot adjacent to the water body; and

**WHEREAS** the County of St. Paul No. 19 enter into a Lease Agreement with Mark Scott as representative of Gordon and Ron Scott heirs, and the Lease Agreement shall be valid for a period of three (3) years; and

**WHEREAS** Mark Scott shall pay the County of St. Paul No. 19 \$150 per year, for the duration of the three (3) year lease.

Page 2  
Bylaw No. 2017-14

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

1. THAT the County of St. Paul No.19 Bylaw No. 2017-14 is hereby adopted.

Read a first time this 14<sup>th</sup> day of March, 2017.

Advertised the       day of       , A.D. 2017, and the       day of April, A.D. 2017 in the St. Paul Journal

Read a second time this       day of       , 2017.

Read a third time and finally passed this       day of       , 2017.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer



**County of St Paul No 19**  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.17. Bylaw No. 2017-15 - Amend LUB - Wording Change - Section 7.18

#20170308012

Meeting : March 14, 2017

Meeting Date : 2017/03/14 09:00

Meeting Type : Council Meeting

#### Background

Based on discussions at the February 14 Council Meeting, the proposed amendment to Land Use Bylaw No. 2013-50 is being presented: 7.18 Keeping of Animals

~~The following table applies to all parcels within the Agricultural District which are less than 20 acres of land on which livestock are kept:~~

1. ~~Figure 3—Animal Units Allowed Per 4 Acres~~

<del>Animal Type</del>	<del>Animal Units</del>	<del>Animal Type</del>	<del>Animal Units</del>
<del>Cows (including calves)</del>	<del>3</del>	<del>Poultry/Pheasants</del>	<del>20</del>
<del>Horses (including foals)</del>	<del>3</del>	<del>Sheep</del>	<del>5</del>
<del>Rabbits</del>	<del>20</del>	<del>Pigs</del>	<del>4</del>

~~a. For animal types with sub-species characterized as "miniature", an animal unit is based on 1,000 lb live weight of the main animal type.~~

~~b. Notwithstanding 7.18(1) above, no animals other than domestic pets and a maximum of 6 laying hens shall be kept on parcels less than one half (0.5) acre in size.~~

1. No animals other than domestic pets and a maximum of 6 laying hens shall be kept on parcels within the General Urban, Country Residential One, Country Residential Two, Light Industrial Residential, and Recreational Vehicle Districts.
2. Livestock shall only be kept on parcels within the Agriculture District.

#### Recommendation

Based on Council's direction from the February Meeting, administration is presenting Bylaw No. 2017-15 for first reading, to amend Section 7.18 of Land Use Bylaw No. 2013-50.

#### Additional Information

Originated By : pcorbiere

**COUNTY OF ST. PAUL NO. 19**

**BY-LAW NO. 2017-15**

---

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

---

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

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

**7.18 KEEPING OF ANIMALS**

~~(1) The following table applies to all parcels within the Agricultural District which are less than 20 acres of land on which livestock are kept:~~

~~**Figure 3 – Animal Units Allowed Per 4 Acres**~~

<del>Animal Type</del>	<del>Animal Units</del>	<del>Animal Type</del>	<del>Animal Units</del>
<del>Cows (including calves)</del>	<del>3</del>	<del>Poultry/Pheasants</del>	<del>20</del>
<del>Horses (including foals)</del>	<del>3</del>	<del>Sheep</del>	<del>5</del>
<del>Rabbits</del>	<del>20</del>	<del>Pigs</del>	<del>4</del>

- ~~a. For animal types with sub-species characterized as "miniature", an animal unit is based on 1,000 lb live weight of the main animal type.~~
- ~~b. Notwithstanding 7.18(1) above, no animals other than domestic pets and a maximum of 6 laying hens shall be kept on parcels less than one half (0.5) acre in size.~~

- (1) No animals other than domestic pets and a maximum of 6 laying hens shall be kept on parcels within the General Urban, Country Residential One, Country Residential Two, Light Industrial Residential, and Recreational Vehicle Districts.
- (2) Livestock shall only be kept on parcels within the Agriculture District.

Read a first time in Council this 17<sup>th</sup> day of March, A.D. 2017.

Advertised the        and       , 2017 in the St. Paul Journal and Elk Point Review.

Appendix 1 for 8.17.: Bylaw No. 2017-15

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





*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.18. Internet Towers within the County of St. Paul

#20170310003

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

At the November Council Meeting, Leo VanBrabant, CEO with MCSNet, requested a variance on the tower setback from 9 meters as stipulated in the Land Use Bylaw to 1 meter from the north property line at Lot 37, Block 1, Plan 7622036. He requested the variance because it is the only location on the property that can accommodate the tower.

Council requested that Mr. VanBrabant provide Planning and Development with a complete list of properties that will require a variance and then Council can address them all at the same time.

Mr. VanBrabant has provided Planning and Development with two locations with towers that will require a variance

- Lot 37, Block 1, Plan 7622036 in SW 31-60-11-W4
- Lot 110, Block 2, Plan 7922205 in SW 14-57-10-W4

Attached is a proposed amendment to the Land Use Bylaw to address the towers requiring a variance. Krystle Fedoretz will be in to review this item with Council.

#### Recommendation

---

Council to determine if they want to proceed with the amendment to the Land Use Bylaw. The bylaw to be presented should council wish to proceed with the amendment.

#### Additional Information

---

**Originated By :** pcorbiere

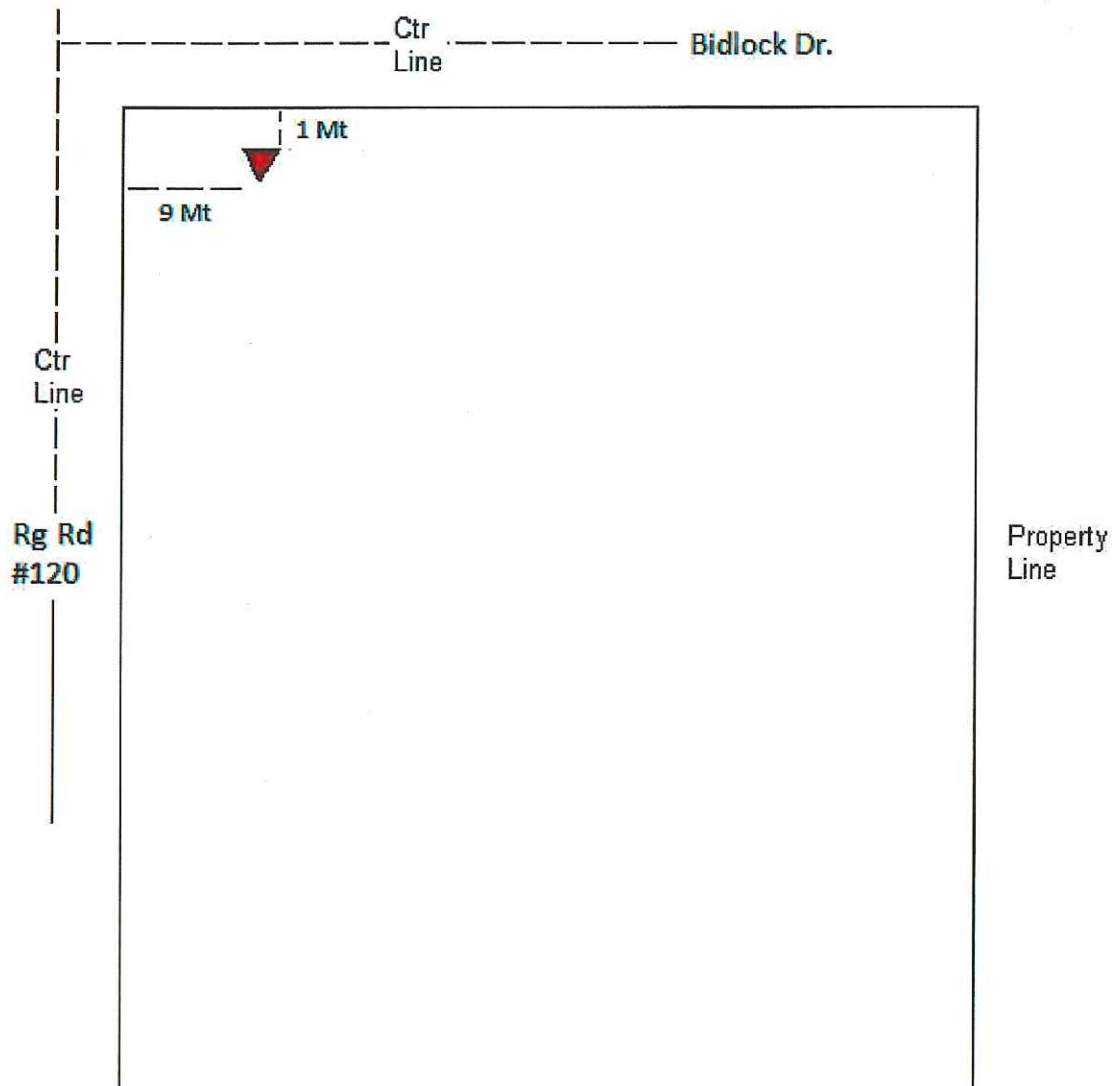
APPENDIX "A"

Site Plan

TODD ENDERSBY

Lot 37, Block 1, Plan 7622036

N

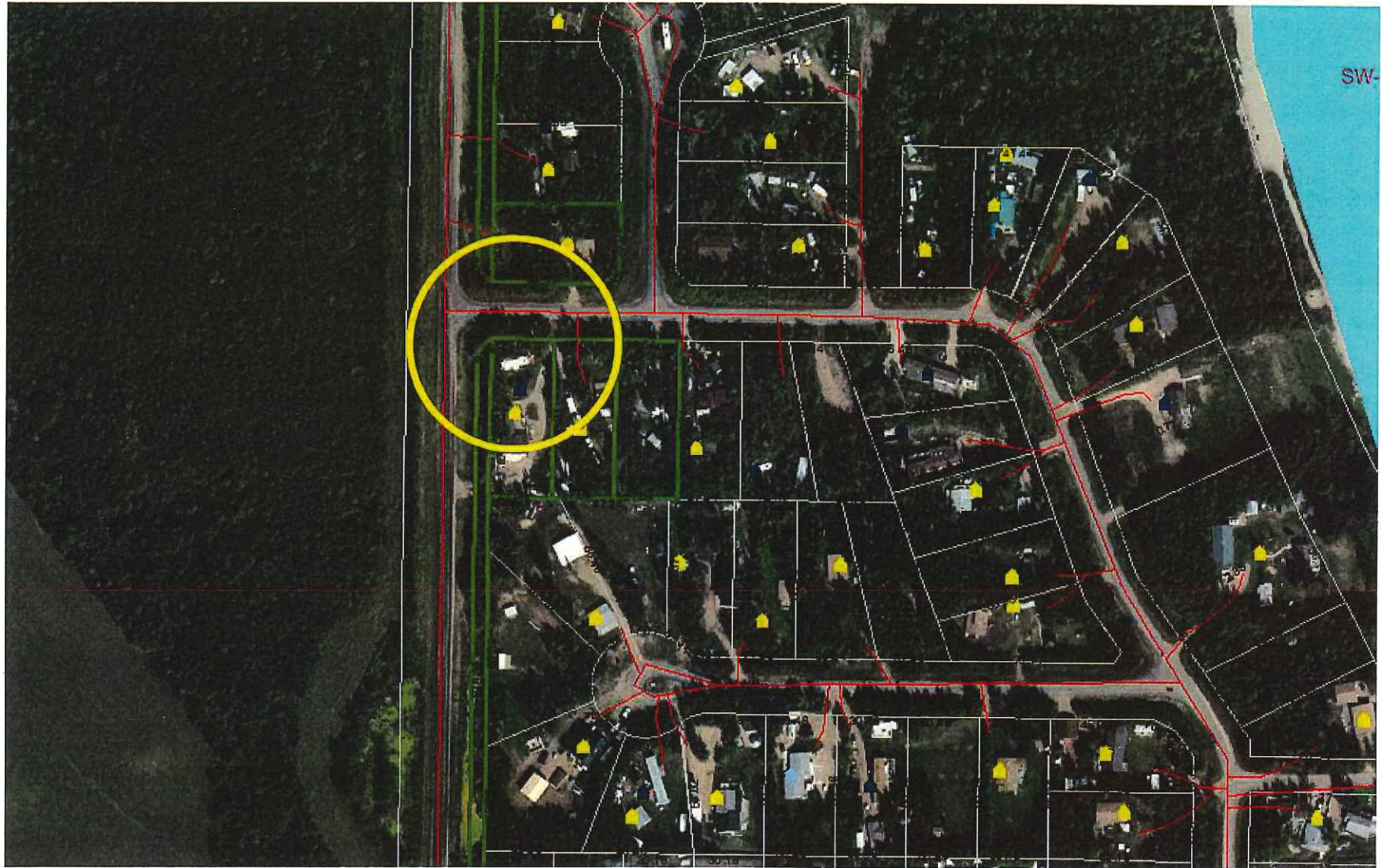


NOT TO SCALE

Property Line





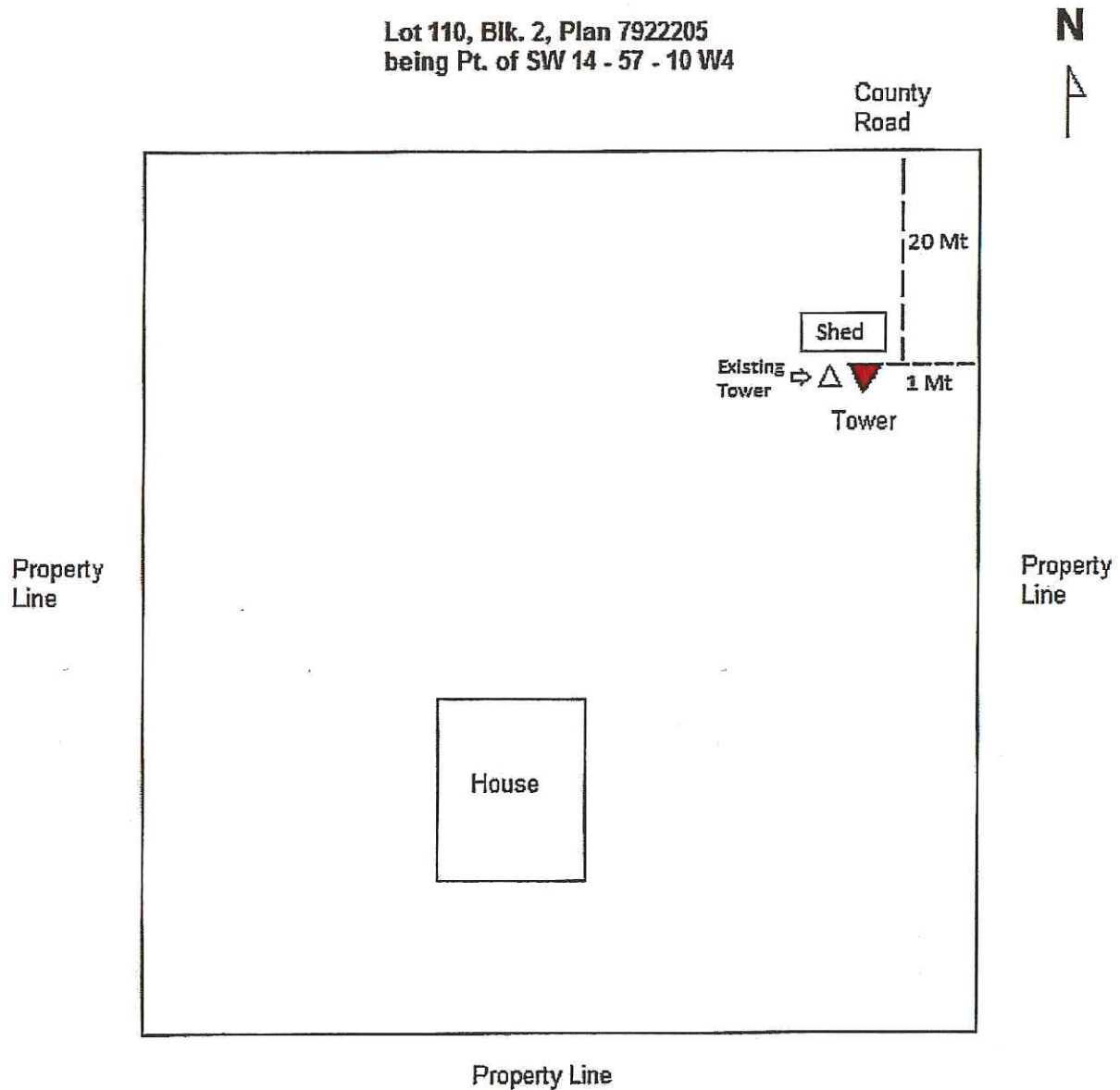


## APPENDIX "A"

### Site Plan

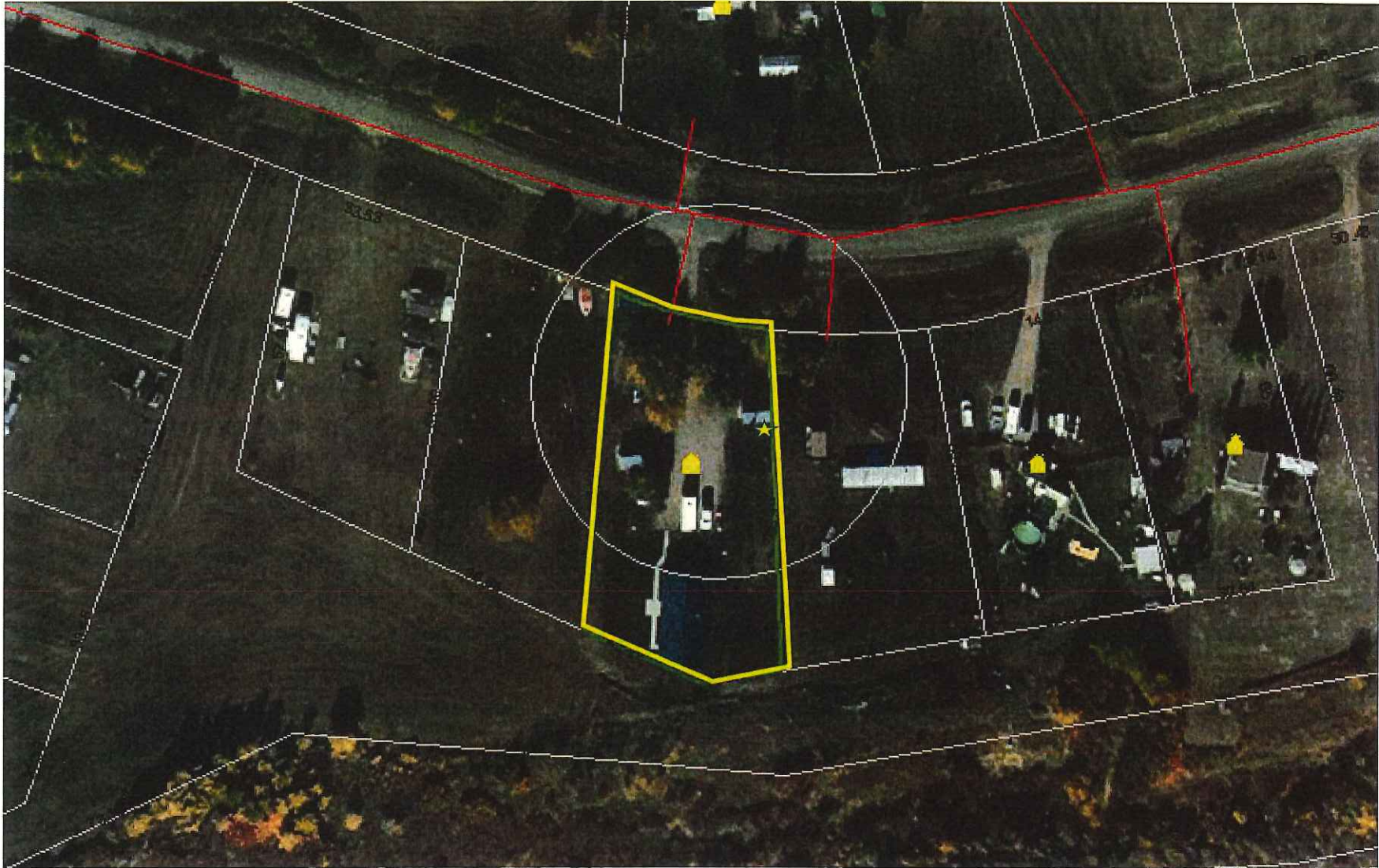
Richard & Rhonda YOUNG

Lot 110, Blk. 2, Plan 7922205  
being Pt. of SW 14 - 57 - 10 W4



Not to Scale









### 7.7 COMMUNICATION TOWERS

- (1) Industry Canada is responsible for regulating radio communication in Canada and for authorizing the location of radio communication facilities, including communication towers. In making its decision regarding the communication tower and related facilities, Industry Canada considers the following:
  - a. the input provided by the Approving Authority;
  - b. compliance with Transport Canada's painting and lighting requirements for aeronautical safety;
  - c. Health Canada's safety guidelines respecting limits of exposure to radio frequency fields;
  - d. an environmental impact assessment may be required in order to comply with the *Canadian Environmental Assessment Act*.
- (2) The participation of the County in the consultation process does not transfer any Federal decision making authority, nor does it confer a right of veto in the location of the communication tower.
- (3) Unless demonstrated to be impractical, transmission antennae shall be mounted on existing structures (including buildings or towers) or within transportation and utility corridors.
  - a. The tower base shall be setback from abutting parcels and roadways by a distance of 120 percent of the tower height or the distance between the tower base and guy wire anchors, whichever is greater.
  - b. Transmission towers must have the least practical adverse visual effect on the environment. This may be mitigated through landscaping and/or fencing.
  - c. Notwithstanding the above, towers that are constructed in accordance with Canadian Standards Association (CSA) S37 shall be setback from abutting parcels and roadways by a distance of 20 percent the tower height or the distance between the tower base and guy wire anchors, whichever is greater.
  - d. Notwithstanding the above, a communication tower shall be setback from abutting parcels and roadways by 2 percent the tower height on Lot 37, Block 1, Plan 7622036.
  - e. Notwithstanding the above, a communication tower shall be setback from abutting parcels and roadways by 2 percent the tower height on Lot 110, Block 2, Plan 7922205.
- (4) Communication towers shall be located in a manner that minimizes the impact on the natural environmental and residential communities while recognizing the unique location requirement for siting communication towers.
- (5) All equipment shelters must meet the County's setback distances to roads and property lines.
- (6) All telecommunication carriers requesting a new telecommunication tower shall be required to identify any other such structure within an 8.05 km (5 mi) radius of the proposed site location. Each request shall also provide documentary evidence that co-location of the

existing structures within that 8.05 km (5 mi) radius is not a viable alternative to a second structure.

- (7) Where Transport Canada requires that a telecommunication tower be lighted, the following procedures shall be encouraged to minimize visual impacts:
  - a. The lighting of equipment structures and any other facilities on site shall be shielded from adjacent properties where possible without interfering with the requirements of Transport Canada.
  - b. All lighting shall be a minimum number of low intensity white lights; and
  - c. The strobe interval shall be the maximum allowable by Transport Canada, and the strobe lights shall only be used if absolutely necessary.



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.19. 2016 Regional Strategic Plan Update

#20170310008

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

The 2016 Regional Strategic Plan update will be forwarded to Council on Monday.

#### Recommendation

---

Motion to approve the update to the 2016 Regional Strategic Plan.

#### Additional Information

---

**Originated By :** pcorbiere



# 10. Reports

## 10.1. CAO REPORT



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 10.1. CAO Report

#20170228001

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

CAO Report to be presented at the meeting.

#### Additional Information

---

**Originated By :** skitz

# 11. Upcoming Meetings

- 11.1. MARCH 20-22 - AAMDC CONVENTION
- 11.2. MARCH 28 @ 10:00 A.M. - PUBLIC WORKS
- 11.3. MARCH 28 @ 1:00 P.M. - ASB
- 11.4. MARCH 30 @ 6:00 - 8:30 P.M. - AREA STRUCTURE  
PLAN ST. PAUL NORTH OPEN HOUSE



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 11.1. March 20-22 - AAMDC Convention

#20170310004

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Additional Information

---

**Originated By :** pcorbiere





*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

**11.2. March 28 @ 10:00 a.m. - Public Works**

**#20170310005**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

**11.3. March 28 @ 1:00 p.m. - ASB**

**#20170310006**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

**11.4. March 30 @ 6:00 - 8:30 p.m. - Area Structure Plan St. Paul North** #20170310007  
**Open House**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

### Additional Information

---

**Originated By :** pcorbiere

## 12. Financial

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



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 12.1. Budget to Actual

#20170228002

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

A copy of the budget to actual will be presented to Council for review.

#### Recommendation

---

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

#### Additional Information

---

**Originated By :** skitz





*County of St Paul No 19*  
5015 - 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 12.2. Listing of Accounts Payable

#20170228004

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

A listing of Accounts Payable will be provided for Council's review.

#### Recommendation

---

Motion to file the listing of Accounts Payable as circulated:

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

#### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4  
[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 12.3. Council Fees

**#20170228003**

**Meeting :** March 14, 2017

**Meeting Date :** 2017/03/14 09:00

**Meeting Type :** Council Meeting

#### Background

---

Council fees for the month of February will be circulated for Council's review.

#### Recommendation

---

Motion to approve the Council Fees for the Month of February, 2017 as circulated.

#### Additional Information

---

**Originated By :** tmahdiuk