

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

November 6, 2017 Council Meeting

Monday, November 06, 2017 Start time 11:00 AM

AGENDA

- 1. Call to Order
- 2. Minutes
 - 2.1 October 10, 2017 (2017/10/10)
 - 2.2 October 23, 2017 Organizational Meeting (2017/10/23)
- 3. Bank Reconciliation
- 4. Additions to Agenda and Acceptance of Agenda
- 5. In Camera
 - 5.1. In Camera
- 6. **Business Arising from Minutes**
 - 6.1. Town of St. Paul Fire Services Agreement
- 7. **Delegation**
 - 7.1. 1:00 p.m. Jim and Monique McDonald
 - 7.2. 1:30 p.m. Henri & Bibiane Foisy
- 8. New Business
 - 8.1. Senior Transportation Grant
 - 8.2. 2017 Allocation of Recreational Facilities Grants for Community Halls
 - 8.3. FCSS Conference November 8-10
 - 8.4. Weed/Pest Appeal Board Secretary
 - 8.5. Zone 5 Representative on Provincial ASB Committee
 - 8.6. Representative for Go East of Edmonton!
 - 8.7. Request for Compensation to Construct Approach
 - 8.8. Millar Road Crossing Agreement with Muni Corr
 - 8.9. Utility Right of Way Agreement with Muni Corr
 - 8.10. 2018-2019 Strategic Transportation Infrastructure Program Local Road Bridge Stream

- 8.11. Engineering for Bridge Files for STIP Grant Applications
- 8.12. Emergent Resolution to AAMDC Advocating for Continuation of Ag Society and ASB Funding
- 8.13. Bareland Condo Association
- 8.14. Date for CAO Evaluation
- 8.15. Christmas Hours
- 9. Correspondence
- 10. Reports
 - 10.1. CAO Report
- 11. Upcoming Meetings
- 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



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Issue Summary Report

5.1. In Camera #20171103007

Meeting: November 6, 2017 Council Meeting Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

In Camera item to be presented at the meeting.

Recommendation

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

Additional Information

6. Business Arising from Minutes

6.1. TOWN OF ST. PAUL FIRE SERVICES AGREEMENT



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

Meeting Date: 2017/11/06 11:00

Issue Summary Report

6.1. Town of St. Paul Fire Services Agreement

#20171102007

Meeting: November 6, 2017 Council Meeting

-

Meeting Type : Council Meeting

Background

At the October 10 meeting, Council passed a motion to approve the St. Paul Town and County Joint Fire Services Agreement for a <u>four-year term</u> ending December 31, 2021. The Town of St. Paul approved the agreement, for a <u>one-year term</u> ending December 31, 2018.

If Council agrees to approve the agreement for a one-year term, we will require a motion to rescind the motion approving the agreement for a four-year term.

The agreement is attached as information. Page 4 of the new agreement will refer to the one year term.

Recommendation

Administration is recommending to rescind Resolution CM20171010.1023 approving the agreement for a four year term and pass a motion to approve the agreement for a one year term ending December 31, 2018.

Additional Information

ST. PAUL TOWN AND COUNTY JOINT FIRE SERVICES AGREEMENT

This Agreement made this first Day of January 2018

Between:

THE COUNTY OF ST. PAUL NO. 19

Hereinafter Called "The County"

Of the First Part

- And -

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

Of the Second Part

WHEREAS the County is desirous of using the services of the Fire Department of the Town, <u>as identified in the Department's Level of Service Policy</u>, which would warrant assistance being given by the Town, when requested by the County.

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

1) The Joint St. Paul Fire Services Committee will consist of two elected officials from the Town, the Mayor of the Town, two elected officials from the County, the Reeve of the County, Town CAO, County CAO, Town Fire Chief, <u>Ashmont and Mallaig Fire Chief or designate</u>, <u>County</u> Fire Guardian, and <u>General Manager of Community and Protective Services</u>. Only elected officials will possess voting rights.

Following its appointment, the Committee shall appoint a <u>chairperson</u>, <u>vice-chairperson</u>, and recording secretary.

- 2) The committee chairperson shall schedule quarterly meetings of the Joint Fire Services Committee. One of those meetings will serve as an annual budget meeting.
- 3) The Town will provide Workers' Compensation, Public Liability and Group Insurance for all Town of St. Paul Fire Department <u>equipment</u>, <u>property and firefighters</u> and the County will provide Workers' Compensation, Public Liability and Group Insurance for all County of St. Paul Fire Department <u>equipment</u>, <u>property and firefighters</u>.
- 4) The County of St. Paul will supply its own firefighting units as listed in Appendix "A" of this agreement, and will be responsible for the purchase, maintenance and upkeep of said units, with the exception of Rescue 1 and Rescue 2.
- 5) The Town of St. Paul will supply its own firefighting units as listed in Appendix "A" of this agreement, and will be responsible for the purchase, maintenance and upkeep of said units, with the exception of Rescue 1 and Rescue 2.
- 6) The County will pay fifty percent of the Town of St. Paul Fire Department's annual general operating <u>and capital expenses</u> to the Town which will include among others, but not exclusive too:
 - a) Providing space in the firehall to house the County owned units. (4 bays)
 - b) Supply and maintain the necessary communications system.
 - c) Costs associated with staff training.
 - d) Costs associated with Rescue 1 and Rescue 2 and their equipment, except for fuel used to attend any County fire or rescue call for which the County will be responsible for those costs, and equally, the Town of St. <a href="Paul will be responsible for those costs when used in Town.

The fifty percent share of all operating costs will be to cover all fires and/or rescue calls within the St. Paul Fire District No.Two over a twelve-month period. The fifty percent share will also cover mutual aid calls to St. Paul Fire District No's. One, Three, and Four.

- 7) The Joint Fire Services Committee will review the proposed annual operating budget, and will be approved by both Councils prior to its inception.
- 8) The Town will invoice the County in two installments. One being June 30, which represents fifty percent of the approved budget, and the other being December 31, which represents fifty percent of the actual final expenditures.
- 9) Funds that have been recovered by attending motor vehicle accidents by the St. Paul, Mallaig and Ashmont Fire Units, will be placed in a reserve account for future rescue equipment or Rescue Unit replacement costs. All paperwork to be completed and submitted to Alberta Transportation by the St. Paul Fire Chief. The Town will issue a payment upon receipt of an invoice from the County for the amount that makes up Mallaig and Ashmont's annual share in the first quarter of the following year. The Town Fire Chief will submit quarterly reports to the County and Joint Fire Service's Committee documenting the figures from Alberta Transportation.
- 10) Either municipality may use each other's fire equipment if the incident requires the additional resource. The Town and County of St. Paul will each be responsible to recover the costs where applicable of such use, and submit this amount to the respective municipality.
- 11) The St. Paul Fire Chief will provide administrative support to the Mallaig and Ashmont Fire Chiefs as requested for items such as but not limited to the development of Standard Operating Guidelines, fire inspections and investigations, submitting required fire reports to the Office of the Fire Commissioner, equipment maintenance records and updates. In addition, the St. Paul Fire Chief will submit fire reports on County fires to the County Administration within sixty days of the fire, whenever possible.
- 12) Either party may terminate this Agreement by providing a minimum of one years' notice to the other Party.

NOTICES

Any notice to be given by one Party to this Agreement to another shall be in writing, e-mail, delivered personally, or mailed by pre-paid registered mail to the other Party at the address shown below. Notice given by mail shall be deemed to have been received by the Party on the day of delivery or upon the seventh (7th) day after the date of mailing provided that normal postal service is in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given to the Town at:

Town of St. Paul (c/o CAO) 5101 – 50 Street, Box 1480 St. Paul, AB. T0A 3A0

Email: hhabiak@town.stpaul.ab.ca

Notice shall be given to the County at:

County of St. Paul No. 19 (c/o CAO) 5015 – 49 Avenue St. Paul, AB. T0A 3A4

Email: skitz@county.stpaul.ab.ca

LENGTH OF AGREEMENT/RENEWAL

I his agreement	shall be for a period of	four years, concluding on December 31, 202	•
Dated this	day of	, <u>2017</u> .	
		Town of St. Paul	
		Mayor	
		Town Administrator	
		County of St. Paul	
		Reeve	
		County Administrator	

ST. PAUL TOWN AND COUNTY JOINT FIRE SERVICES AGREEMENT APPENDIX "A"

County of St. Paul Firefighting Units:

Pump 3 Fire Pumper Tanker 1 Water Tender

Pump 4 Quick Response Unit Rescue 2 Rescue/Mini-Pumper

UTV 1 Polaris Ranger Side by Side

Utility Trailer

Town of St. Paul Firefighting Units:

Pump 1 Fire Pumper Pump 2 Fire Pumper

Pump 5 Fire Pumper-Reserve Unit

Rescue 1 Heavy Rescue Unit

7. Delegation

- 7.1. 1:00 P.M. JIM AND MONIQUE MCDONALD
- 7.2. 1:30 P.M. HENRI & BIBIANE FOISY



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

Issue Summary Report

7.1. 1:00 p.m. - Jim and Monique McDonald

#20171102009

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Jim and Monique McDonald will be in to speak with Council about increasing the size of their property. The owners of Lot B, Plan 8321080 in PNE 6-60-10-W4 are requesting to increase the size of their property to the south. The subdivision will not comply with the Land Use Bylaw as maximum number of subdivision under an agricultural zoning have already been exceeded.

The only way to accommodate this request would be to create a special provision within the Land Use Bylaw through the use of a notwithstanding clause.

Recommendation

Administration is recommending to uphold the Land Use Bylaw 2013-50 and deny the request.

Additional Information

November 2, 2017

As owners of property within the County of St. Paul, we would like to request that Council consider making an amendment to your by-laws which at the moment has us, in a sense land-locked. The following is an explanation.

We own 10.28 acres of land located at NE-6-60-10 W4th (10501 Highway 28, Lot 702, Lot B) between Ashmont and Mallaig. Our property is part of a subdivision of land that was officially registered on April 18, 1983. The original quarter was owned by the late Ronald Allan McDonald (My father). The parcel we own jointly James (Jim) McDonald and Monique Ouellette borders my late father's property (Lot 703/Lot C) which consists of 28.19 acres of land. The original subdivision was never properly done, as a portion of his land (the very SW corner) is inaccessible from his side due to a large body of water running between us (see satellite image in your files), but can only be accessed through our property. Over the years we have tolerated all sorts of traffic traversing over our front lawn in order to get to the piece of land, or to get to the Crown land which borders Ronald's property on the South end, or to get to the County lease on the West, which also borders our property and his SW corner of property.

Through my father's recent passing on September 17, 2017, I have inherited 22.5% of his estate. My 3 other siblings have indicated their support and approval of subdividing the land before the remaining estate is sold.

We would love to make a proper subdivision that <u>merges</u> the inaccessible SW corner of Ronald McDonald's land to ours, and would result in extending our property lines straight south to the border—a simple clear-cut extension to our land, in our opinion. (See the black & white map with a block highlighted in pink). What has a land-locked in a sense is that Ronald's property is zoned as agricultural land.

We have no intention to develop this land for any purpose. It is simply to establish boundaries that make more sense for us. As it is, whomever purchases the remainder of my father's estate cannot currently access that portion of the land--and a culverted road bridging his land would be a very expensive proposal as your satellite image doesn't really give a great visual of how wide an expanse the water is. It is accessible only through us, and is virtually a waste of land. It has not been farmed in over 15 years (which in the last 25 or so was only being used to harvest alfalfa) due to the fact that we have an abundance of beavers and the water level is quite high and they've done their fair share of re-constructing the West side of our property where we had built a culverted road for tractors to cross the creek. The road provided access to the two hills on the West side of this whole quarter (1 being our hill as indicated in the colored photograph). The road is only used by ATV's now.

The piece of land we propose to buy and need an amendment from the County for, is indicated on a blown-up image of a County map and highlighted in pink. We estimate it would entail about 8.19 acres. We attached a before and after map so that you can visualize the changes. I've

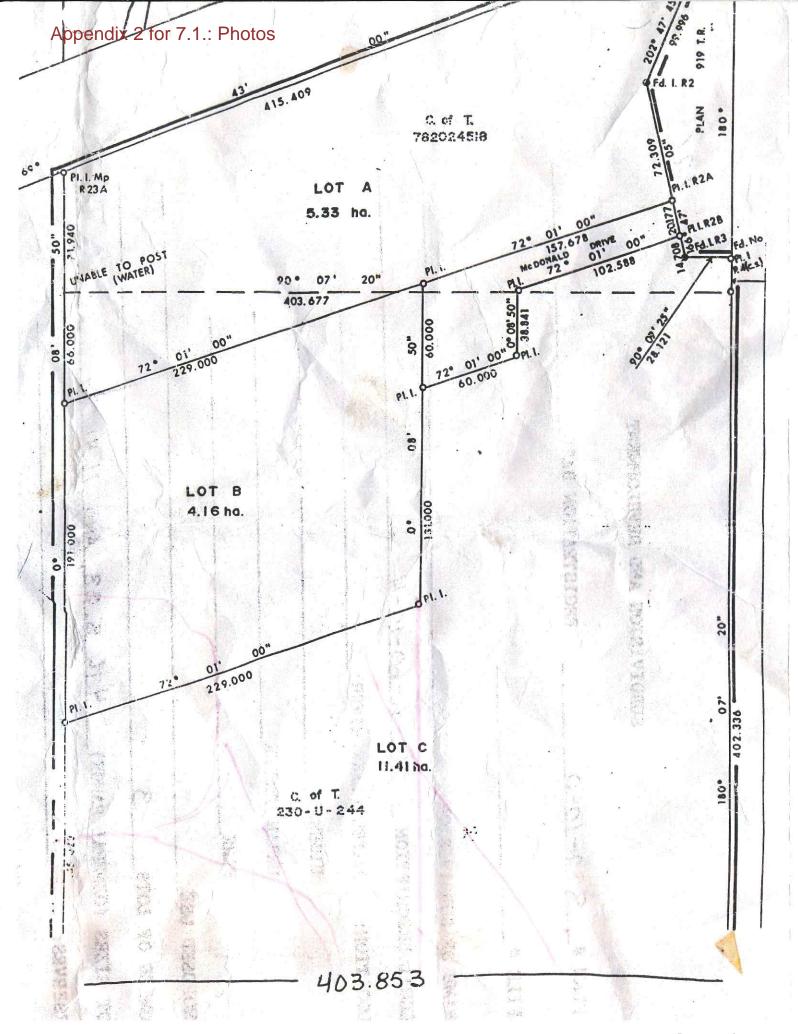
Appendix 1 for 7.1.: Jim and Monique McDonald

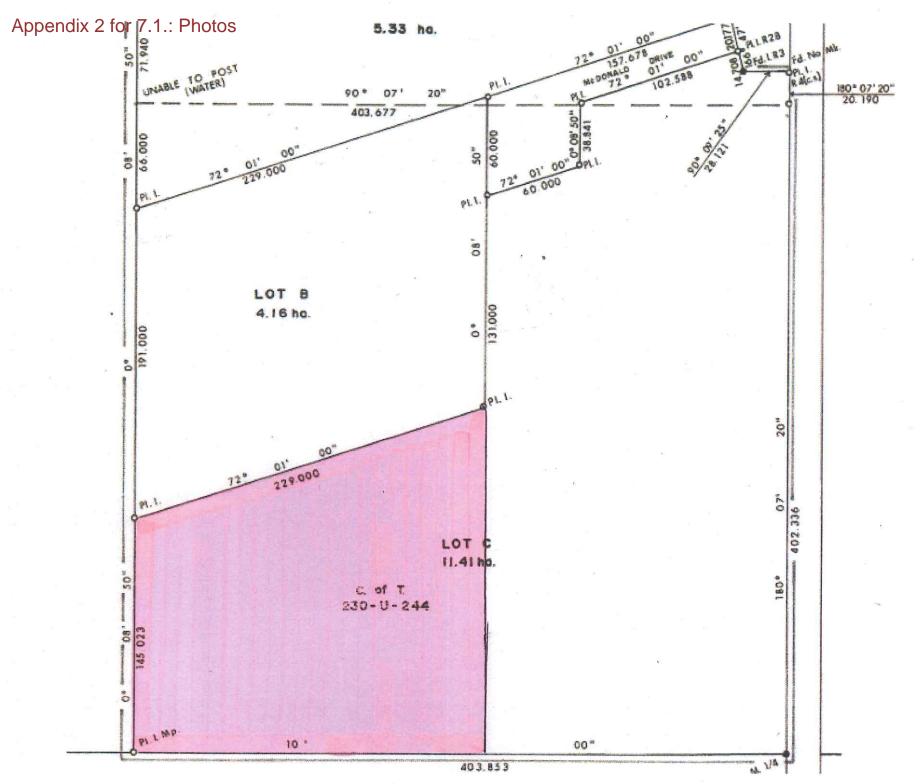
also submitted a photograph of the proposed purchase, and a video which is a tremendous tool in understanding how the layout of our land looks.

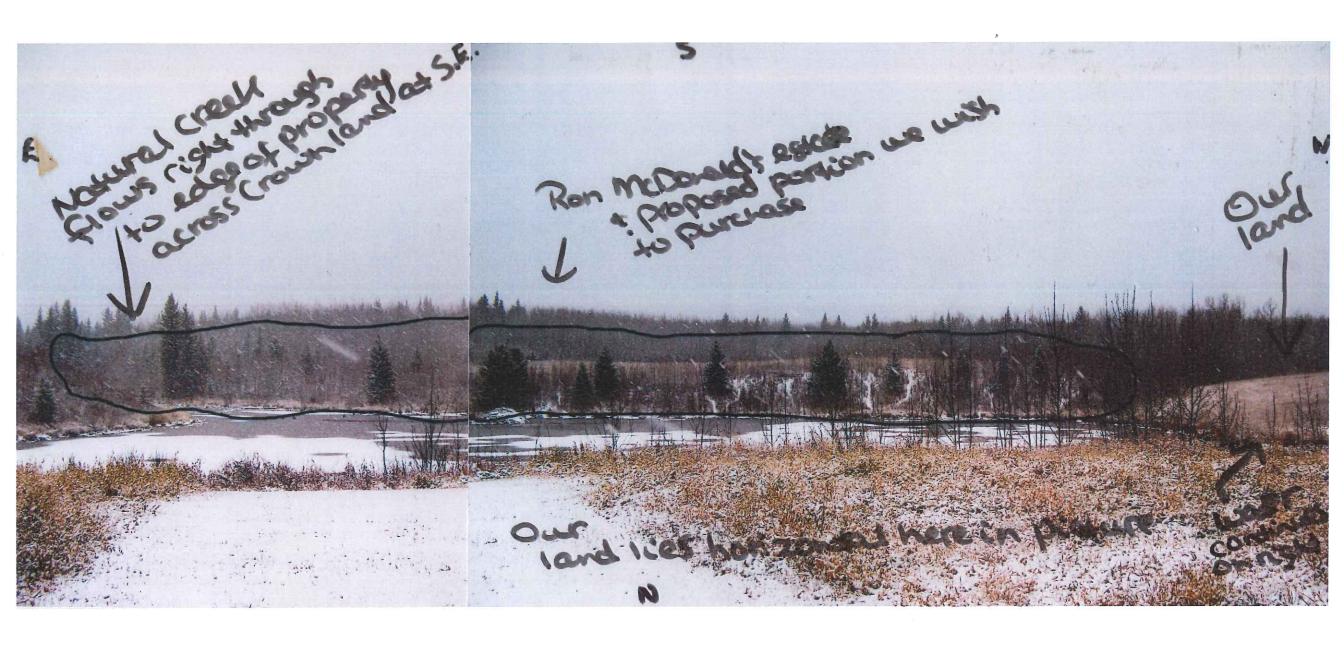
Thank you for taking the time to review our request,

Sincerely,

James (Jim) McDonald and Monique Ouellette









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Meeting Date: 2017/11/06 11:00

Issue Summary Report

7.2. 1:30 p.m. - Henri & Bibiane Foisy

#20171102010

Meeting: November 6, 2017 Council Meeting

Meeting Type: Council Meeting

Background

Henry and Bibiane Foisy, owners of SW 1-57-10-W4, will be in to speak with council about the undeveloped road allowance on the west side of their property as well as Road Plan 3625EO running along the north and west of their property (highlighted in pink). There are quads, sleds and automobiles using the road allowance leaving garbage and tearing up the portion of road that exists as the undeveloped road allowance. Vehicles use Road Plan 3625EO however they can only go part way on the north side as the area is very swampy and rough. Mr. and Mrs. Foisy take care of this area. They do not want to licence the road allowance.

They are requesting that Council consider the following options:

- 1. Sell the portion of undeveloped road allowance located west of their property
- 2. Close all of Road Plan 3625EO in SW 1-57-10-W4 and revert that land back to their title, allowing him to close off access along the north side of his property.
- 3. County provide gravel on the undeveloped road allowance to help maintain the portion of road that currently exists.

Recommendation

Administration is recommending to deny the request to sell a portion of the undeveloped road allowance, as per policy and deny the request to close Road Plan 3625EO.

Additional Information

Appendix 1 for 7.2.: Henri & Bibiane Foisy

October 26, 2017

Dear County Council:

RE: SW 1-57-10-W4

Roll #10701300

We own the above property and there is an undeveloped road allowance located directly along the west side our property. There are numerous quads, sleds and automobiles that use this road allowance leaving large amounts of garbage and continuing to tear up the portion of road that currently exists as undeveloped road allowance.

Due to the large amounts of traffic and reckless use, this creates large pot holes and at different times of the season large mud holes on the road allowance. I continue to take care and work this area to be able to access my property from the North side. We constantly pick up garbage and other debris that is left behind.

Located on both the North and West side of the above legal is an undeveloped Road Plan 3625EO. This portion of road plan only allows vehicles to go partial way on the North side as the area is very swampy, rough and is unable to provide vehicle access.

I am aware that there is a possibility of licensing the undeveloped road allowance, however not being able to lock the gate will still allow vehicles to destroy the existing portion of old road that is currently there and that we currently use.

I would like County Council to consider a few different options:

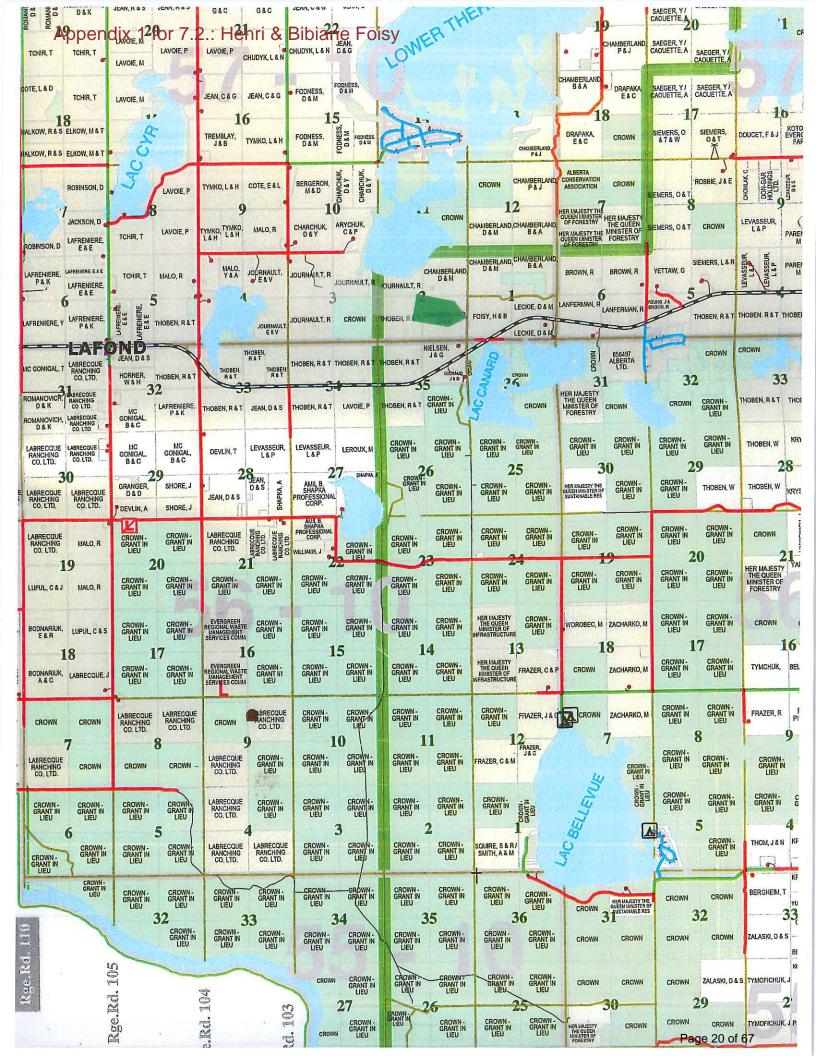
- 1. Selling us this portion of Undeveloped Road Allowance located directly west of my property.
- 2. Proposing to close all of Road Plan 3625EO, located in the SW 1-57-10-W4 and reverting that land back to my title. This would then allow me to close off access along the North side of my property.
- 3. The County to provide gravel on the Undeveloped Road Allowance, to help me maintain the portion of the road that currently exists.

I appreciate your time and I look forward to meeting with you to consider my request.

Yours truly,

Henry & Bibiane Foisy 4918 – 45 Avenue St. Paul, AB T0A 3A4 780-645-3594

100-040-0004









8. New Business

8.1.	SENIOR TRANSPORTATION GRANT
8.2.	2017 ALLOCATION OF RECREATIONAL FACILITIES GRANTS FOR COMMUNITY HALLS
8.3.	FCSS CONFERENCE - NOVEMBER 8-10
8.4.	WEED/PEST APPEAL BOARD SECRETARY
8.5.	ZONE 5 REPRESENTATIVE ON PROVINCIAL ASB COMMITTEE
8.6.	REPRESENTATIVE FOR GO EAST OF EDMONTON!
8.7.	REQUEST FOR COMPENSATION TO CONSTRUCT APPROACH
8.8.	MILLAR ROAD CROSSING AGREEMENT WITH MUNI CORR
8.9.	UTILITY RIGHT OF WAY AGREEMENT WITH MUNI CORR
8.10.	2018-2019 STRATEGIC TRANSPORTATION INFRASTRUCTURE PROGRAM - LOCAL ROAD BRIDGE STREAM
8.11.	ENGINEERING FOR BRIDGE FILES FOR STIP GRANT APPLICATIONS
8.12.	EMERGENT RESOLUTION TO AAMDC ADVOCATING FOR CONTINUATION OF AG SOCIETY AND ASB FUNDING
8.13.	BARELAND CONDO ASSOCIATION
8.14.	DATE FOR CAO EVALUATION
8.15.	CHRISTMAS HOURS



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Meeting Date: 2017/11/06 11:00

Issue Summary Report

8.1. Senior Transportation Grant

#20171102012

Meeting: November 6, 2017 Council Meeting

Meeting Type: Council Meeting

Background

The Mallaig & District Senior Citizens Club is requesting a travel grant to be used in 2018. They rented a bus in 2017 to attend the Elk Point Dinner Theatre in March and will be renting a bus again for 2018.

Recommendation

Administration is recommending to approve a \$1,000 transportation grant for the Mallaig & District Senior Citizens Club.

Additional Information

Mallaig & District Senior Citizens Club Box 136 Mallaig, Alberta TOA 2K0 RECEIVED OCT 1 9 2017

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

Dear Sheila Kitz,

This letter is an application for a Travel Grant. We have been informed that we should make this application if we used the funds we had received for traveling. In the past year, 2017, we used the funds for 1 bus trip to Elk Point for the Dinner Theatre in March.

We will be renting a bus this year, 2018, for the Dinner Theatre in Elk Point. Usually 30 to 40 seniors from our area take part. We are hopeful that you would be able to supply us with a Travel Grant again.

Sincerely, Paulette Amyotte Secretary October 12,2017



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Issue Summary Report

8.2. 2017 Allocation of Recreational Facilities Grants for Community #20171102015

Meeting: November 6, 2017 Council Meeting Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

The proposed breakdown for the allocation of the 2017 Recreational Facilities Grants is attached. The grant amounts are the same as they have been in the past based on the MSI funding.

Also attached is a summary of the information provided by the community associations. The percentage figure indicates how much of their utilities and insurance costs are covered by their grant.

Recommendation

Administration is recommending to approve the 2017 Recreational Facilities Grant Allocations as presented.

Additional Information

2017 Recreational Facilities Grant

Ashmont Legion \$2,400	
Ashmont Seniors Club \$2,400	
Boscombe Community Hall \$4,600	
Camp Whitney Society \$2,400	
Cork Hall Association \$2,400	
Ferguson Flats Association \$2,400	
Frog Lake Community Club \$2,400	
Haying in the 30's \$2,400	
Heinsburg Community Club \$4,600	
Lac Sante Family Rec. Society \$1,500	
Mallaig & District Museum \$2,400	
Mallaig & District Seniors \$4,600	
Mallaig Chamber of Commerce \$2,400	
Mallaig Legion \$4,600	
McRae Recreation Centre \$2,400	
St. Lina Senior Dew Drop Inn Club \$2,400	
St. Vincent Recreation Centre \$2,400	
Sugden Community Centre \$2,400	
Riverview Seniors \$730	
	\$51,830
Ashmont Ag Society \$4,000	
Elk Point Ag Society - A.G. Ross Arena \$12,500	
Elk Point Ag Society - Livestock Division \$3,000	
Lac Bellevue Rec. & Ag. Society \$4,500	
Mallaig & District Ag Society \$14,500	
St. Lina Ag Society \$3,000	
St. Paul and District Ag Society \$10,000	
Stoney Lake Community Association \$7,300	
	\$58,800
	\$110,630

Appendix 2 for 8.2.: Summary of Rec Facilities Applications

						2017			
				Recreati	iona	al Faciliti	ies Grant		
	Grant Amount	# of Member	Amount of Insurance	Ins. Provider		Annual Utilities	# of Events	Other Grants Applied for	
Ashmont Legion	\$2,400	36	\$ 1,632.00	Tannas	\$	2,823.86	13	CFEP - declined	54%
		19					Monthly Meetings		
Ashmont Seniors Club	\$2,400	15	\$ 1,865.00		\$	3,708.68	& weekly crib	\$500 Alberta Council on Aging	43%
Boscombe Community Hall	\$4,600	200	\$ 4,542.12		\$	7,007.37	50	No	40%
Camp Whitney Society	\$2,400	8	\$ 13,714.00	Roger's Ins.	\$	3,761.25	8 Weekends		14%
Cork Hall Association	\$2,400	44	\$ 2,331.00		\$	2,716.43	30	\$19,085 in 2016 completed in 2018 for Maintenance & Repairs	48%
Ferguson Flats Association	\$2,400	23	\$ 1,061.00		\$	1,486.63	44	No	94%
Frog Lake Community Club	\$2,400	11	\$ 1,318.00		\$	1,924.36	4	No	74%
Haying in the 30's	\$2,400	200	\$ 1,193.00		-		1		201%
Heinsburg Community Club	\$4,600	35	\$ 1,300.00		\$	7,228.04	17	CFEP - \$3200 Replace Windows / \$19,500 Lee Park Cattle Association for Renos	54%
Lac Sante Family Rec. Society	\$1,500	755	\$ 480.00	liability only	\$	-	n/a	CFEP 2016 - \$35,272 to develop trails and emergency centre	313%
Mallaig & District Museum	\$2,400	59	\$ 480.00		\$	601.32	4 + tours		222%
Mallaig & District Seniors	\$4,600	75	\$ 1,779.00		\$	7,707.76	223	Fed Grnt- IPAD Training	48%
Mallaig Chamber of Commerce	\$2,400	24	\$ 980.00		_		4 + rental of Campsite		245%
				Co-op and					
		54		Programmed			12 + Cadet		
Mallaig Legion	\$4,600		\$ 7,042.00	Ins. Brookers	\$	6,915.21	Functions		33%
McRae Recreation Centre	\$2,400	35	\$ 1,642.00		\$	4,391.15	11	CFEP \$42,000 for exterior tin and interior painting	40%
		1.4					12 + twice a month		
St. Lina Senior Dew Drop Inn Club	\$2,400	14	\$ 866.00			2751.5	bingo/quilting	2016 - CFEP \$8,216/ New Horizon - \$7,898 for renos	66%
St. Vincent Recreation Centre	\$2,400	125	\$ 1,300.00		\$	2,100.00	15		71%
				Tannas -					
Sugden Community Centre	\$2,400	14	\$ 450.00	Liability only	\$	1,000.00	14	No	166%
		31			\$80	00	102 includes weekly games and		
Riverview Seniors	\$730		\$ 730.00		1 '	80-internet	exercise	Alberta Council on Aging \$650 for computer	36%

Appendix 2 for 8.2.: Summary of Rec Facilities Applications

			\$6900					
			\$1400 - Quad			36 + weekly moms		
Ashmont Ag Society	\$4,000	110	Rally		\$ 10,815.00	and tots	AAAS - \$21,693	21%
						Daily in Winter +		
		200				Rentals through		
Elk Point Ag Soc - A.G. Ross Arena	\$12,500		\$ 17,272.50		\$ 49,714.73	year	Canada 150 / CIP for roof & LED Lighting	19%
Elk Point Ag Soc - Livestock Division	\$3,000	150	\$ 4,100.00		\$ 11,365.00		\$125,000 CFEP addition to arena	19%
Lac Bellevue Rec. & Ag. Society	\$4,500	210	\$ 1,995.00		\$ 12,000.00	83	Cultural Tourism Grant	32%
						Daily in Winter &		
Mallaig & District Ag Society	\$14,500		\$ 21,621.00	County	\$ 63,435.44	rentals though year		17%
St. Lina Ag Society	\$3,000	60	\$ 3,231.00		\$ 8,887.00	36		25%
St. Paul and District Ag Society	\$10,000	73	\$ 6,369.14	Town	\$ 24,170.82	Daily	Canada 150 Western Economic Diversification - \$250,000 addition	33%
			\$7790					
			Liability &	Foster Park				
			Directors	Baskett				26%
						7 annual Events +		
						bookings for private		
Stoney Lake Community Association	\$7,300	35	\$ 2,500.00		\$ 9,841.00	functions	CIP Grant - \$14,493 Upgrade of Rodeo Arena	59%



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Issue Summary Report

8.3. FCSS Conference - November 8-10

#20171102005

Meeting: November 6, 2017 Council Meeting

Meeting Type: Council Meeting

Meeting Date: 2017/11/06 11:00

Background

The 2017 Family and Community Support Services Association of Alberta Annual Conference will be held November 8 to 10, 2017 in Edmonton. Councillor Fodness has expressed interest in attending as she is on the FCSS committee. Registration for the conference is \$425.

Recommendation

Motion to approve Councillor M. Fodness to attend the Annual FCSS Conference from November 8 to 10, 2017 in Edmonton.

Additional Information



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

Issue Summary Report

8.4. Weed/Pest Appeal Board Secretary

#20171102008

Meeting: November 6, 2017 Council Meeting Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

The Weed/Pest Appeal Board met for the first time on Friday, November 3rd. As there is notihing in the legislation about the process for an appeal, administration determined a process mirroring the Subdivision and Development Appeal Board (SDAB).

At the organizational meeting, Council members were appointed to the board however no secretary was apointed. Now that we've been through the process, we know we require a secretary for this board.

Recommendation

Administration is recommending to appoint Tim Mahdiuk as secretary to the Weed/Pest Appeal Board.

Additional Information



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

Issue Summary Report

8.5. Zone 5 Representative on Provincial ASB Committee

#20171102017

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Reeve Upham was appointed as the Zone 5 Representative for the Provincial ASB Committee at the Zone 5 meeting on November 2, 2017 in Flat Lake for a one-year term.

Recommendation

Motion to endorse Reeve Upham's appointment to the Provincial ASB Committee for a term of one year.

Additional Information

Originated By: kattanasio



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

Issue Summary Report

8.6. Representative for Go East of Edmonton!

#20171103001

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Go East of Edmonton! has requested that Council appoint a representative to attend their meetings.

The County has been a member with Go East of Edmonton! for a number of years and the County provides the group with funding to advertise and market our community.

Alternatives

Approve a councillor to attend Go East of Edmonton events!

Appoint no one to Go East of Edmonton!

Recommendation

As per Council's wishes.

Additional Information

Originated By: kattanasio



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

Issue Summary Report

8.7. Request for Compensation to Construct Approach

#20171102011

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Simon Dargis is requesting compensation for an approach he had built on the north side of his property, off of Township Road 580, so that large trucks can enter his property safely. Total cost to construct the approach is \$1690.50.

Had the County built this approach for Mr. Dargis we would have charged him, as there is already an approach on the property.

Recommendation

Administration is recommending to deny the request as per policy.

Additional Information

Appendix 1 for 8.7.: Request for Compensation 374473 Martin Joly Holdings 5701 - 43 Ave. St. Paul, AB TOA 3A1 TAX REG. NO. SHIP TO Simone Dargis 5t. PAUL alberta SOLD TO ADDRESS TERMS FOB VIA CUSTOMER'S ORDER UNIT AMOUNT DESCRIPTION PRICE QUANTITY Building has 100,00 100 00 881762967 GST/HST

10643	COUNTY OF ST. PAUL No. 19
	DATE OCT. 27
THE SUM OF Five hum	mon Dargis and thirty-fivexx Dollars
	Cheque 19 19 Jaylor ochiane
\$ 535.50	Cheque 119 Cash Change Cheque Cheque

PST

St-Paul Alberta Appendix 1 for 8.7.: Request for Compensation Oct 31 2017 County of St.Paul No 19 Attention Sheila Kitz Application for financial assistance Toward building approach on NE 31.57.9 w4 Please include in Nov. 6 Council Agenda. Reason for building approach; So that larger trucks can enter Said parcel of Land, safely with Large loads. This will be built on North side of quarter N5.31 57 9 W4 NB:31
Culver.

Diameter - 400

residence

lenght - 12 meters

or 39 ft. Good clay fill was used we will gravel in spring of 2018 Seperate sheet outline Costs. Simon Dargis Simon Dargis Page 36 of 67



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

Issue Summary Report

8.8. Millar Road Crossing Agreement with Muni Corr

#20171102016

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Attached is a standard Crossing Agreement with North East Muni-Corr for the Millar road.

Recommendation

Administration is recommending to approve the Crossing Agreement with North East Muni Corr, for a ten year period.

Additional Information

CROSSING AGREEMENT

THIS AGREEMENT made this

day of

, 20

BETWEEN:

NORTH EAST MUNI-CORR LTD.

(Hereinafter referred to as the "Grantor")

- and -

COUNTY OF ST. PAUL NO. 19

Of 5105 – 49 Ave., St. Paul, AB T0A 3A4 (Hereinafter referred to as the "Grantee")

WHEREAS the Grantor is the registered owner of an estate in fee simple in all that certain parcel of land situate in the County of St. Paul, in the Province of Alberta, and being legally described as follows:

NINETY-NINE FOOT RIGHT OF WAY THROUGH THE SOUTHWEST (SW) SECTION EIGHTEEN (18), TOWNSHIP FIFTY-SEVEN (57), RANGE SEVEN (7) WEST OF THE FOURTH MERIDIAN, PLAN 5746 CL

"EXCEPTING THERE OUT ALL MINES AND MINERALS"

(Hereinafter referred to as the "servient tenement")

AND WHEREAS the Grantee has registered interest of an estate in fee simple in all that certain parcel of land situate in the County of St. Paul, in the Province of Alberta, and being legally described as follows:

RANGE ROAD 80 IN SOUTHWEST (SW) EIGHTEEN (18), TOWNSHIP FIFTY-SEVEN (57), RANGE SEVEN (7), WEST OF THE FOURTH MERIDIAN

"EXCEPTING THERE OUT ALL MINES AND MINERALS"

(Hereinafter referred to as the "dominant tenement")

AND WHEREAS the Grantor as owner of the servient tenement is desirous of granting in favour of the Grantee as owner of the dominant tenement the rights, licenses, liberties, and privileges as hereinafter provided;

Appendix 1 for 8.8.: Millar Road Crossing Agreement

AND WHEREAS the Grantee consents to the use of a certain portion of the servient tenement as hereinafter stated, for the purposes of access to the dominant tenement, together with all appurtenances thereto.

NOW THEREFORE in consideration of the sum of One Dollars (\$1.00) paid to the Grantor by the Grantee, the receipt of which sum is hereby acknowledged by the Grantor, and of the covenants and conditions herein contained, the Grantor and the Grantee hereby agree as follows:

- 1. The Grantor hereby grants to the Grantee, its agents and servants, a perpetual, free and uninterrupted right, license, liberty and privilege in common with all other persons entitled thereto in the manner herein provided to use those certain portions of the servient tenement necessary to access the dominant tenement (hereinafter referred to as the "Right-of-Way"), together with all appurtenances thereto.
- 2. The Right-of-Way shall be available to the Grantee, its agents or servants desiring to use, enter, go, return, pass and re-pass, over and on the Right-of-Way for access to the dominant tenement at all times both day and night and during each and every day in each and every year that this Agreement shall remain in full force and effect.
- 3. The Grantor shall not construct or permit to be constructed on the Right-of-Way any barrier, structure, obstruction or improvement of any kind, which prevents the access to, or the use of the Right-of-Way by all parties entitled thereto.
- 4. The rights, licenses, liberties and privileges as granted herein to the Grantee shall be for a period ending at such time as the Grantee may have terminated this Agreement by way of written notice to the Grantor.
- 5. The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, provided all use, construction and maintenance of the Right-of-Way shall be performed within the Right-of-Way. The Grantee shall replace any culvert (s) and construct lengthy and moderate sloped approaches.
- 6. The Grantee by performing and observing the covenants and conditions herein contained shall peaceably hold and enjoy all the rights, privileges and liberties as hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.
- 7. The person securing for the Grantee the rights, licenses, liberties and privileges as granted to the Grantee pursuant to this Agreement, has no authority to make any agreement, covenant or promise on behalf of the Grantee not herein specifically stated.
- 8. The Grantee shall, without the consent of the Grantor, have the right to assign, in whole or in part all rights, licenses, liberties and privileges as granted to the Grantee pursuant to this Agreement.

Appendix 1 for 8.8.: Millar Road Crossing Agreement

- 9. The Grantee shall at all times hereinafter indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Grantee, its servants and agents, in the exercise or purported exercise of the right, license and privileges hereby granted.
- 10. Any notice or request by the Grantor for the written consent of the Grantee or by the Grantee for consent of the Grantor and required to be obtained or authorized to be given under this Agreement shall be in writing and sent by registered mail, to the Grantee at:

County of St. Paul 5105 – 49 Avenue St. Paul, AB T0A 3A4

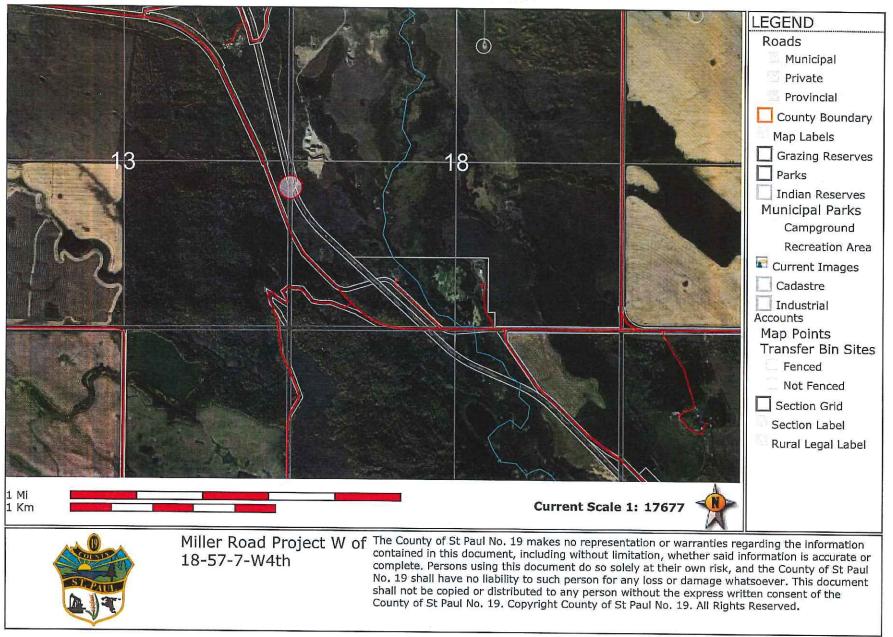
and to the Grantor at the address last shown on the Certificate of Title for the servient tenement.

- 12. There are no conditions, either subsequent or precedent, except as set forth herein. This Agreement is the entire agreement between the parties and no representations or warranties have been made by the Grantee to the Grantor save those as contained herein. The consideration herein above stated is the sole consideration and inducement for the execution hereof.
- 13. Unless a contrary intention appears, the words "Grantor" and "Grantee" shall mean respectively "Grantor", its executors, administrators successors and/or assigns, and "Grantee", its successors, assigns and/or any person or corporation to whom franchise is granted by the Grantee.
- 14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 15. The rights, licenses, privileges and agreement as hereby granted is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and endure to the benefit of the successors and assigns of the Grantor and the Grantee respectively, and the Grantee may register its interest under this Agreement. Wherever the singular or masculine is used the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.
- 16. The term of this Agreement is <u>ten</u> (10) years from the date of the execution by both Parties.

Appendix	1	for	8.8.:	Millar	Road	Crossing	Agreement
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IN WITNESS WHEREOF the parties heret	o have set their hands and seals by their proper
officers in that behalf on the day and year fi	rst above written.

NORTH EAST MUNI-CORR LTD.
Per:
Per:
COUNTY OF ST. PAUL NO. 19
Per:
Per·





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

Issue Summary Report

8.9. Utility Right of Way Agreement with Muni Corr

#20171103006

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Attached is a standard Utility Right of Way Agreement with North East Muni-Corr to install the water line within their right of way. See map attached.

Recommendation

Administration is recommending to approve the Crossing Agreement with North East Muni Corr, for a ten year period.

Additional Information

This agreement made this

day of

20 .

BETWEEN:

NORTH EAST MUNI-CORR LTD.

Of 5015 - 49 Avenue, St. Paul, Alberta T0A 3A4 (Hereinafter called the "Northeast Muni-Corr Ltd.')

OF THE FIRST PART

-And-

COUNTY OF ST. PAUL NO. 19

Of, 5015 – 49 Avenue, St. Paul, AB T0A 3A4 In the Province of Alberta

(Hereinafter called "COUNTY OF ST. PAUL")

OF THE SECOND PART

UTILITY RIGHT-OF-WAY AGREEMENT

WHEREAS Northeast Muni-Corr Ltd. owns lands legally described in **Schedule "A"** (the "Lands"); and

WHEREAS COUNTY OF ST. PAUL. wishes to locate a water line within the Lands as illustrated in **Schedule "B"** and

NOW THEREFORE this Agreement witnesses that in consideration of the premises, the covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

IN CONSIDERATION OF **ONE DOLLAR** (\$1.00) plus G.S.T. (if applicable) now paid and exchanged between the parties hereto, the receipt and sufficiency of which is acknowledged, and of the promises and convenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

- Subject to the terms of this Agreement, Northeast Muni-Corr Ltd. grants to COUNTY OF ST. PAUL rights to use and occupy that portion of the Lands necessary for purposes of construction, use, operation, maintenance and repair of the water line.
- 2. a) COUNTY OF ST. PAUL is hereby entitled to use and occupy the portion of the Lands containing the water line for construction, normal operation, use, maintenance and repair of the water line provided that no provision herein shall restrict, hinder or prohibit North East Muni-Corr Ltd's. use of the Lands for the purposes for other uses as may be approved for the Land. Use of the Lands means recreational trial use and/or a utility corridor.
 - b) The water line placed within the Land shall be buried at least six (6) feet below the surface.

With respect to any work carried out by COUNTY OF ST. PAUL in or on the Lands and with respect to its water line in the Lands, COUNTY OF ST. PAUL shall:

- i) provide all lines, materials, equipment and labor;
- ii) provide North East Muni-Corr Ltd's. representative (Marianne Price) at least forty-eight (48) hours notice before commencing work within the Lands;
- iii) carry out all such work to the satisfaction of North East Muni-Corr Ltd's. representatives;
- iv) construct the water line by trenchless method; open excavations to install structures and create drilling pits will be permitted as required; where trenchless construction is not feasible for pipe installation in isolated areas, open excavation may be permitted.
- v) install any work at the location in the Lands as illustrated on **Schedule "B"**, hereby declared to be part of this Agreement;
- vi) restore the Lands and/or surface disturbance insofar as practical to their former condition upon completion of construction, maintenance, replacement and/or removal of the water line within the Lands; see **Amendment "A"**
- vii) after construction is complete, submit as-built plans of the water line within the Lands to North East Muni-Corr Ltd. These plans should also show a contact person in case of emergency.
- viii) be permitted to install some structures and blow-offs along the line. The structures will be buried but will have a secure manhole lid at the surface with valve stems and vent pipes that will be exposed if required.
- 3. COUNTY OF ST. PAUL shall at all time and at their expense keep and maintain the water line in good and sufficient repair. Any exposure of the water line required for construction of a facility owned by North East Muni-Corr Ltd. shall be carried out by North East Muni-Corr Ltd. and COUNTY OF ST. PAUL will reimburse North East Muni-Corr Ltd. for reasonable incremental costs associated with the exposure.
- 4. Neither party shall be considered in default in performance of its obligations under this Agreement, to the extent that the performance of such obligations is delayed by circumstance which are beyond the control of North East Muni-Corr Ltd. or COUNTY OF ST. PAUL; provided however, COUNTY OF ST. PAUL shall not be in default in the performance of any of its covenants or obligations under this Agreement until North East Muni-Corr Ltd. has notified COUNTY OF ST. PAUL of such default and COUNTY OF ST. PAUL has failed to commence timely action to remedy the same upon receipt of such notice.

If COUNTY OF ST. PAUL violates any provision of this Agreement, all rights accruing to COUNTY OF ST. PAUL under this Agreement shall, unless North East Muni-Corr Ltd. otherwise decides, ceases upon THIRTY (30) DAYS written notice if not remedied within that period, but North East Muni-Corr Ltd. shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement.

5. COUNTY OF ST. PAUL shall indemnify and hold harmless North East Muni-Corr Ltd. against all actions, suits, claims, demands and expenses made or suffered by any person or persons, in respect of any loss, injury, damage or obligation to compensate, arising out of, or in connection with, or as a result of operations conducted by COUNTY OF ST. PAUL, as well as in respect of any loss, injury or damage arising out of, or in connection with, any breach by COUNTY OF ST. PAUL of the terms and conditions of this Agreement, and this obligation shall survive the expiration or termination of this Agreement.

- 6. North East Muni-Corr Ltd's. officers, employees, agents and contractors and invitees shall have the right at any time to enter upon the Lands for the purpose of using the Lands, reconstruction, maintaining, repairing or inspecting the Lands or improvements thereto. North East Muni-Corr Ltd. shall in undertaking such activities use reasonable efforts to cause its officers, employees, agents and contractors to minimize disruption or damage to the water line and shall repair or replace any damage to the water line which occurs pursuant to such activities to the extent that any loss, damage or injury shall have been caused by the acts of North East Muni-Corr Ltd's. officers, employees, agents or contractors.
- 7. In the event COUNTY OF ST. PAUL no longer requires the right to operate and maintain the water line in the Licensed Area, it shall, within a reasonable period of time, purge and abandon the water line in compliance with applicable provincial regulatory acts or regulations if applicable.
- 8. COUNTY OF ST. PAUL agrees to keep the water line thereto in good repair to the reasonable satisfaction of North East Muni-Corr Ltd. in conformance with the prevailing standards of maintenance.
- 9. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- 10. This Agreement shall ensure to the benefit of and be binding upon the parties hereto NOTWITHSTANDING any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
- 11. COUNTY OF ST. PAUL shall be liable for and pay all taxes, rates and assessments of every description whatsoever, that may be imposed by any lawful authority, by reason of the presence of the water line, or by reason of this Agreement or of anything done pursuant to this Agreement and shall indemnify Northeast Muni-Corr Ltd. from and against all such taxes, rates and assessments.
- 12. In the case of default by COUNTY OF ST. PAUL in carrying out any of the provisions of this Agreement, North East Muni-Corr Ltd. may give sixty (60) days notice thereof to COUNTY OF ST. PAUL to rectify same, and COUNTY OF ST. PAUL covenants and agrees to proceed with due diligence to carry out the same. If COUNTY OF ST. PAUL fails to proceed to remedy such default within the said sixty (60) day period, will cause the termination of this Agreement.
- 13. This Agreement shall be for <u>TEN</u> (10) years from the date above stated, unless earlier terminated. If COUNTY OF ST. PAUL is not in default of any provisions of this Agreement (having received notice of said default as per clause 12 of this Agreement), this License shall be automatically renewed for a further <u>TEN</u> (10) year term (including the right of renewal), and shall be automatically renewed in <u>TEN</u> (10) year terms for as long as COUNTY OF ST. PAUL requires use of the Lands for operation of the water line.
- 14. In the event that COUNTY OF ST. PAUL and North East Muni-Corr Ltd. cannot agree on compensation for each subsequent 10 year term or for damages to the lands, the matter at issue will be determined by three independent arbitrators in accordance with the provisions of the arbitration legislation then in force in the province of Alberta. Where the matter at issue is to be determined by arbitration, one arbitrator will be appointed by COUNTY OF ST. PAUL, one by North East Muni-Corr Ltd., and the third by the other two arbitrators so appointed, and the

decision of any two of such three arbitrators shall be final and conclusive. The appointed arbitrators shall determine the responsibility for the arbitration costs.

15. All notices, reports and other communications required or permitted by this Agreement shall be deemed to have been properly given and delivered when delivered by hand or sent by written telecommunication or registered mail with all postage or charges fully prepaid and addressed to the parties, respectively, as follows:

North East Muni-Corr Ltd.

5015 - 49 Avenue St. Paul, Alberta T0A 3A4 Attention: Tim Mahdiuk, Controller

COUNTY OF ST. PAUL NO. 19

5015 – 49 Avenue St. Paul, AB TOA 3A4

or to the latest known address of the party concerned, as furnished pursuant to subsection (c) of this section.

Any notice, report or communication so mailed shall be deemed to have been received by the addressee fourteen (14) days after posting thereof. In all other instances, the date of receipt by addressee shall be the date of actual delivery at the said address.

Either party may change its address for the purposes hereof by giving written notice thereof to the other party at its latest known address.

This Agreement is and shall be binding upon and ensure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

- 16. In the event North East Muni-Corr Ltd. agrees, COUNTY OF ST. PAUL shall register this document or a caveat relating thereto against the Lands in order to protect the interests granted herein.
- 17. In the event of any conflict between a metric and imperial expression of measurement in this agreement, the metric expression of measurement shall govern.

IN WITNESS WHEREOF, t	he parties hereto h	nave hereunder	executed these	e presents as	of the	lay,
month, and year first above v	written.			-		•

NORTHEAST MUNI-CORR LTD.
Per
Per
COUNTY OF ST. PAUL NO. 19
Per
Per

SCHEDULE_A

The Lands - legal description

THE NINETY-NINE FOOT RIGHT OF WAY WITHIN:

S 1/2 27-59-11-W4th

NE 27-59-11-W4th

N 1/2 26-59-11-W4th

SE 26-59-11-W4th

SW 25-59-11-W4th

NE 24-59-11-W4th

N ½ 19-59-10-W4th

SE 30-59-10-W4th

W ½ 29-59-10-W4th

NE 29-59-10-W4th

NW 28-59-10-W4th

SW 33-59-10-W4th

E ½ 33-59-10-W4th

SE 4-60-10-W4th

W ½ 3-60-10-W4th

NE 3-60-10-W4th

E ½ 10-60-10-W4th

NW 11-60-10-W4th

S ½ 14-60-10-W4th

NE 14-60-10-W4th

E ½ 23-60-10-W4th

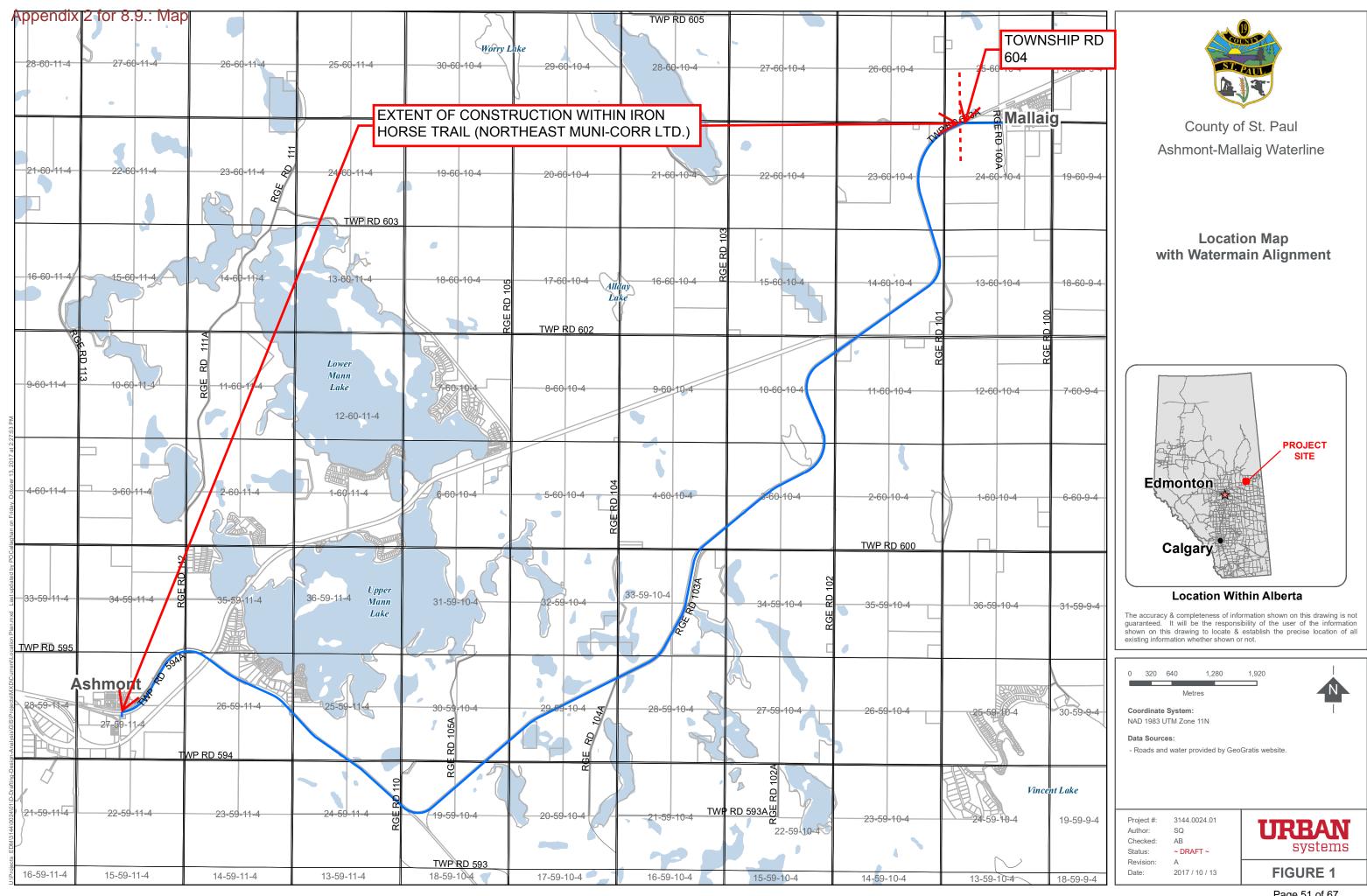
NW 24-60-10-W4th

COMPRISING PLAN 1085 EO - COUNTY OF ST. PAUL

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE B

<u>The Lands – legal description</u>





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

Meeting Date: 2017/11/06 11:00

Issue Summary Report

8.10. 2018-2019 Strategic Transportation Infrastructure Program - Local Road Bridge Stream

#20171103002

Meeting: November 6, 2017 Council Meeting

Meeting Type : Council Meeting

Background

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

There are four components within STIP:

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

Applications are due November 30th, 2017 for funding in the 2018-2019 fiscal year.

Recommendation

Motion to submit a 2018-2019 Strategic Transportation Infrastructure Program (STIP) grant application for Bridge File 70105 - NW 6-61-11 W4 RR 120

Motion to submit a 2018-2019 Strategic Transportation Infrastructure Program (STIP) grant application for **Bridge File** 02351 - SW 21-58-8 W4 RR 84

Motion to submit a 2018-2019 Strategic Transportation Infrastructure Program (STIP) grant application for **Bridge File** 70924 - SE 27-59-11 W4 Twp Rd 594

Motion to submit a 2018-2019 Strategic Transportation Infrastructure Program (STIP) grant application for **Bridge File** 01013 - Hamlet of Riverview

Additional Information

Originated By: kattanasio



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

Issue Summary Report

8.11. Engineering for Bridge Files for STIP Grant Applications

#20171103004

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

In accordance with the Strategic Transportation Infrastructure Program criteria, the County requires engineering for the four bridge files it is applying for under the Local Road Bridge stream to be submitted at the time of application no later than November 30th, 2017.

Alternatives

- Approve engineering for the four bridge files to be paid from the 2017 capital budget
- Approve engineering for one, two, or three bridge files to be paid from the 2017 capital budget
- Complete no engineering and forego applying for any bridge files for the 2018-2019 fiscal year

Recommendation

Motion to approve pursuing engineering for the four bridge files being applied for through the Strategic Transportation Infrastructure Program with costs to be paid from the 2017 capital budget.

Additional Information

Originated By: kattanasio



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

Issue Summary Report

8.12. Emergent Resolution to AAMDC Advocating for Continuation of #20171103003 Ag Society and ASB Funding

Meeting: November 6, 2017 Council Meeting Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Agricultural society and Agriculture Service Board (ASB) funding, typically released in June, was significant delayed this year due to a program funding review by Alberta Treasury Board and Finance.

Some ag societies are still awaiting their funding, and the County is still awaiting its ASB funding at the time of this writing.

Recommendation

Motion to submit an emergent resolution to the AAMDC Resolutions Committee advocating for the continuation of agriculture society and Agriculture Service Board funding beyond the 2017-2018 fiscal year.

Additional Information

Originated By: kattanasio



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

Meeting Date: 2017/11/06 11:00

Issue Summary Report

8.13. Bareland Condo Association

#20171103005

Meeting: November 6, 2017 Council Meeting

Meeting Type: Council Meeting

Background

At the June Council Meeting, a delegation from Waterton Subdivision at Laurier Lake (Plan 8021891) requested that the County block off one end of poplar drive so the subdivision could only be accessed off of range Road 42, restricting access and slowing traffic down as they travel through their subdivision. They also requested that Council consider fencing along the north side of the reserve land (Lot 27, Block 1, Plan 8021891) to deter ATV traffic from entering the subdivision. Council denied the request.

In August, Mr. Jacula, on behalf of the Waterton Subdivision, submitted a request for a gated community. The letter is attached.

After doing some research, Planning and Development determined that the only way to achieve a gated community is by forming a condo association, which would be at the owners expense.

Additionally, the County would have to include a "use" within the Land Use Bylaw to accommodate a condo association and Council would determine under which districts to allow this "use".

Krystle Fedoretz will be in to speak with Council about this request.

Recommendation

Council to determine how they want to proceed with this request.

Additional Information

Appendix 1 for 8.13.: Waterton Subdivision

Phyllis Corbiere

From:

Shawn Jacula - RE/MAX < shawnjacula@gmail.com>

Sent:

Wednesday, August 23, 2017 1:07 PM

To:

Glen Ockerman

Cc:

Phyllis Corbiere; Sheila Kitz

Subject:

REQUEST from Waterton Subdivision

Dear Councilman Ockerman,

It wasn't too long ago when members of the Waterton Subdivision neighbourhood at Laurier Lake visited Council to make a request for Poplar Drive. As you know our request was denied. Early last week our neighbourhood was truly under attack. Each night vehicles were caught on security cameras trespassing onto private land and numerous items were stolen including a recreational vehicle.

We had enough. We all have stories of our personal break and enters (some numerous over the years), but this was our breaking point. We all were frustrated with watching items we work hard for be vandalized and/or stolen with no repercussion. These acts were reported to the RCMP and not one member visited a crime scene or was there an increase of police activity noticed. With our internal security issues as well events in the area which involved firearms we needed to act.

On the morning of Wednesday August 16th the emergency discussion was had between all landowners in the subdivision to secure our neighbourhood. For the safety of our belongings and for our personal safety. Within hours we had 100% tax payer approval from the neighbourhood and a community work-bee took place to install secure posts and gates at each entrance to Poplar Drive. We know installing the gates was not by the book, but it was our only option against the aggressive criminal activity we were facing. Safety was at top of mind while installing the gates. Photos are attached showing the high quality of construction along with safety measures. They are placed back from intersections allowing safe distance off main roadways to allow someone to open or close the gates and reflective tape was installed to provide excellent visibility.

After speaking with Mark from Public Works the following Friday and again yesterday we agree to insure the road is not blocked for the time being however this is a formal request to the Council of St. Paul with 100% of the land owners/tax payers in agreement to make Poplar Drive a private gated community. We are not in any way restricting public access to the lake but rather securing our assets.

In the letter declining our original request (dated June 20th) the main reason seemed to be safety. We fully understand this and are determined to come to a solution. Think of a gated community as an apartment building, there is safety measures in place to provide emergency access to the building.

As far as budget purposes, we have the infrastructure in place. We are ready to proceed.

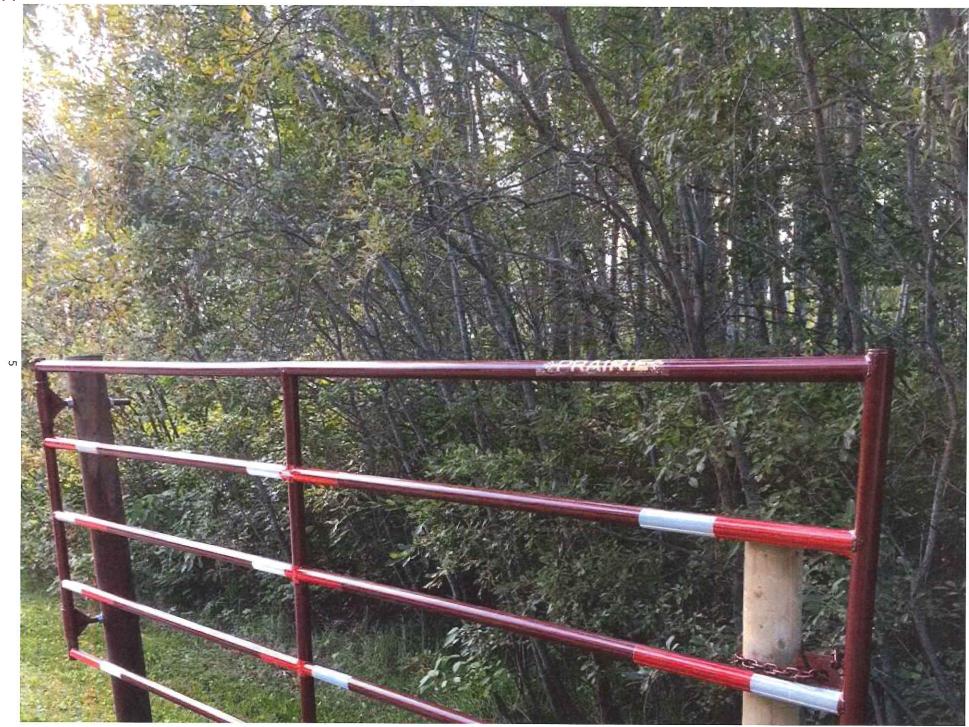
For the sake of your time this letter summarizes the thoughts of our neighbourhood, however if you wish for independent correspondence from each land owner, please advise.

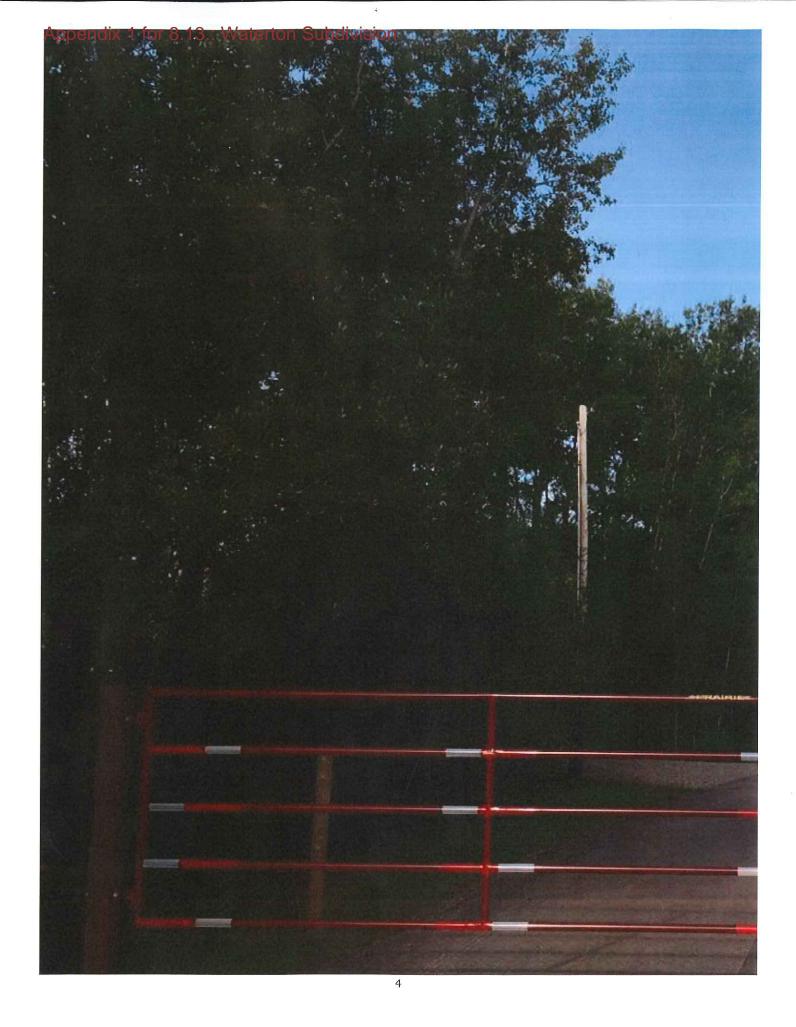
Your constituents have spoken, please represent us to your fellow councillors.

Shawn Jacula

On behalf of Waterton Subdivision at Laurier Lake









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

Issue Summary Report

8.14. Date for CAO Evaluation

#20171102014

Meeting: November 6, 2017 Council Meeting

Meeting Type: Council Meeting

Meeting Date: 2017/11/06 11:00

Background

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

Recommendation

Administration is recommending to set the date for the CAO Evaluation for Wednesday, December 20, 2017 at 10:00 a.m., as per Section 205.1 of the Municipal Government Act.

Additional Information



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

Issue Summary Report

8.15. Christmas Hours

#20171102013

Meeting: November 6, 2017 Council Meeting

Meeting Type: Council Meeting

Meeting Date: 2017/11/06 11:00

Background

Further to Policy HR-30, Statutory and Other Declared Holidays, the County will provide employees with a minimum of four consecutive days off in December including Christmas Day, Boxing Day and up to two floater days. The exact dates of this period will be determined annually by Council Resolution.

Recommendation

Motion to designate December 23 to 26 as Christmas Holidays for 2017, as per policy HR-30.

Additional Information

10. Reports

10.1. CAO REPORT



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

Issue Summary Report

10.1. CAO Report #20171102001

Meeting: November 6, 2017 Council Meeting Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Additional Information

Originated By: skitz

12. Financial

12.1.	BUDGET TO ACTUAL
12.2.	LISTING OF ACCOUNTS PAYABLE

12.3. COUNCIL FEES



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

Issue Summary Report

12.1. Budget to Actual

#20171102002

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

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 October, 2017.

Additional Information

Originated By: skitz



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

Issue Summary Report

12.2. Listing of Accounts Payable

#20171102003

Meeting: November 6, 2017 Council Meeting

Meeting Date: 2017/11/06 11:00

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:

Batch Cheque Date Cheque Nos. Batch Amount

Additional Information



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

Issue Summary Report

12.3. Council Fees #20171102004

Meeting: November 6, 2017 Council Meeting Meeting Date: 2017/11/06 11:00

Meeting Type: Council Meeting

Background

Council fees for the past month will be circulated for review.

Recommendation

Motion to approve the Council Fees for the Month of October, 2017 as circulated.

Additional Information

Originated By: tmahdiuk