



*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)

## **December 12, 2017 Council Meeting**

Tuesday, December 12, 2017

Start time 10:00 AM

### **AGENDA**

1. **Call to Order**
2. **Minutes**
  - 2.1 **November 6, 2017 Council Meeting (2017/11/06)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **In Camera**
6. **Business Arising from Minutes**
  - 6.1. **Lot B, Plan 8321080 in PNE 6-60-10-W4**
  - 6.2. **Request to Purchase Undeveloped Road Allowance - Henri & Bibiane Foisy**
  - 6.3. **Bareland Condo Association**
  - 6.4. **Town of Elk Point and County Joint Fire Services Agreement**
7. **Delegation**
  - 7.1. **11:00 a.m. - MS Society, Brenda Rosychuk**
  - 7.2. **11:30 a.m. - Public Hearing Bylaw No. 2017-23 - Dedesignate Part of Lot R, Block 1, Plan 527MC**
  - 7.3. **1:00 p.m. - St. Paul Chamber of Commerce**
  - 7.4. **1:30 p.m. - Norm Berlinguette**
8. **New Business**
  - 8.1. **Bylaw No. 2017-23 - Dedesignate Part of Lot R, Block 1, Plan 527MC**
  - 8.2. **Bylaw No. 2017-29 - Borrowing Bylaw - Master Card Account**
  - 8.3. **County Credit Cards**
  - 8.4. **Bylaw No. 2017-30 - Borrowing Bylaw for Current Expenditures**
  - 8.5. **Bylaw No. 2017-31 - Elk Point Regional Allied Arts Loan Guarantee**
  - 8.6. **Bylaw No. 2017-32 - Fee Schedule Bylaw**
  - 8.7. **Bylaw No. 2017-33 - Nonprofit Community Organizations Tax Exemption**

- 8.8. **Bylaw No. 2017-34 - Utilities Bylaw**
- 8.9. **2018 Interim Municipal Budget**
- 8.10. **2018 County Library Board Budget**
- 8.11. **2018 Strategic Plan**
- 8.12. **Funding Agreement with Hwy 28/63**
- 8.13. **Municipal Internship Program - Second Year Extension**
- 8.14. **Elk Point Recreation Grants**
- 8.15. **2018-2019 Alberta Community Partnership Grants**
- 8.16. **Sale of Equipment**
- 8.17. **Letter from Bev and Warren Smith re Beaver Control**
- 8.18. **Water North Coalition**
- 8.19. **Regional Crime Forum**
- 8.20. **Meeting with Dean of Indigenous Language**
- 8.21. **Business Support Network Meeting**
- 8.22. **Annual Law Seminars - February 15 & 16**
- 8.23. **Alberta CARE Spring Seminar - Feb. 28 to March 2**
- 8.24. **International Institute of Public Participation (IAP2) Training Course**
- 8.25. **Special Meeting - December 20**
- 8.26. **December Public Works Meeting**
- 9. **Correspondence**
- 10. **Reports**
  - 10.1. **CAO Report**
- 11. **Upcoming Meetings**
  - 11.1. **Dec. 12 @ 5-8:00 pm - Chamber of Commerce Meet & Greet, Canalta**
  - 11.2. **Dec. 19 @ 4:00 pm - Joint Recreation Strategies Plan**
  - 11.3. **Jan. 23 @ 4:00 pm - Urban IDP Kickoff**
- 12. **Financial**
  - 12.1. **Budget to Actual**
  - 12.2. **Listing of Accounts Payable**
  - 12.3. **Council Fees**
- 13. **Adjournment**

## 6. Business Arising from Minutes

- 6.1. LOT B, PLAN 8321080 IN PNE 6-60-10-W4
- 6.2. REQUEST TO PURCHASE UNDEVELOPED ROAD  
ALLOWANCE - HENRI & BIBIANE FOISY
- 6.3. BARELAND CONDO ASSOCIATION
- 6.4. TOWN OF ELK POINT AND COUNTY JOINT FIRE  
SERVICES AGREEMENT



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## Issue Summary Report

### 6.1. Lot B, Plan 8321080 in PNE 6-60-10-W4

**#20171206009**

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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At the November 6 Council Meeting, Council heard from the owners of Lot B, Plan 8321080 in PNE 6-60-10-W4 who requested to increase their lot from 10 acres to approximately 18 acres by extending their lot to the south into Lot C. Their request does not comply with the Land Use Bylaw as the maximum number of subdivisions under an agricultural zoning have already been exceeded on that property.

Council directed administration to prepare a Bylaw to allow for the further subdivision of Lot C, Plan 8321080 within the agriculture district and to remove the requirement for an area structure plan for this subdivision.

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. A copy of the amendment to the LUB is attached.

In preparation of this bylaw, administration discovered that an amendment to the Municipal Development Plan is also required. A bylaw to amend the Municipal Development Plan has also been developed and is attached.

The Municipal Development Plan is a long range planning tool. The Municipal Development Plan is statutory plan under the MGA that:

(a) must address

- (i) the future land use within the municipality,
- (ii) the manner of and the proposals for future development in the municipality,
- (iii) the co ordination of land use, future growth patterns and other infrastructure with adjacent municipalities if there is no intermunicipal development plan with respect to those matters in those municipalities,
- (iv) the provision of the required transportation systems either generally or specifically within the municipality and in relation to adjacent municipalities, and
- (v) the provision of municipal services and facilities either generally or specifically,

(b) may address

- (i) proposals for the financing and programming of municipal infrastructure,
- (ii) the co ordination of municipal programs relating to the physical, social and economic development



of the municipality,

(iii) environmental matters within the municipality,

(iv) the financial resources of the municipality,

(v) the economic development of the municipality, and

(vi) any other matter relating to the physical, social or economic development of the municipality,

(c) may contain statements regarding the municipality's development constraints, including the results of any development studies and impact analysis, and goals, objectives, targets, planning policies and corporate strategies,

(d) must contain policies compatible with the subdivision and development regulations to provide guidance on the type and location of land uses adjacent to sour gas facilities,

(e) must contain policies respecting the provision of municipal, school or municipal and school reserves, including but not limited to the need for, amount of and allocation of those reserves and the identification of school requirements in consultation with affected school boards, and

(f) must contain policies respecting the protection of agricultural operations, and

(g) may contain policies respecting the provision of conservation reserve in accordance with section 664.2(1)(a) to (d).

## **Alternatives**

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Approve the request from the Landowners to increase their lot size which requires:

- Proceeding with the amendment to the Land Use Bylaw and give first reading to Bylaw No. 2017-xx to include a notwithstanding clause under section 7.32 - Single Lot Subdivisions for Country Residential Development AND
- Proceeding with an amendment to the Municipal Development Plan and give first reading to Bylaw No. 2017-xx to include a notwithstanding clause under section 2.2 - Policies and Residential Subdivisions – Multi Lots.

Deny the request from the Landowner to increase their lot size and uphold the Land Use Bylaw and Municipal Development Plan.

## **Recommendation**

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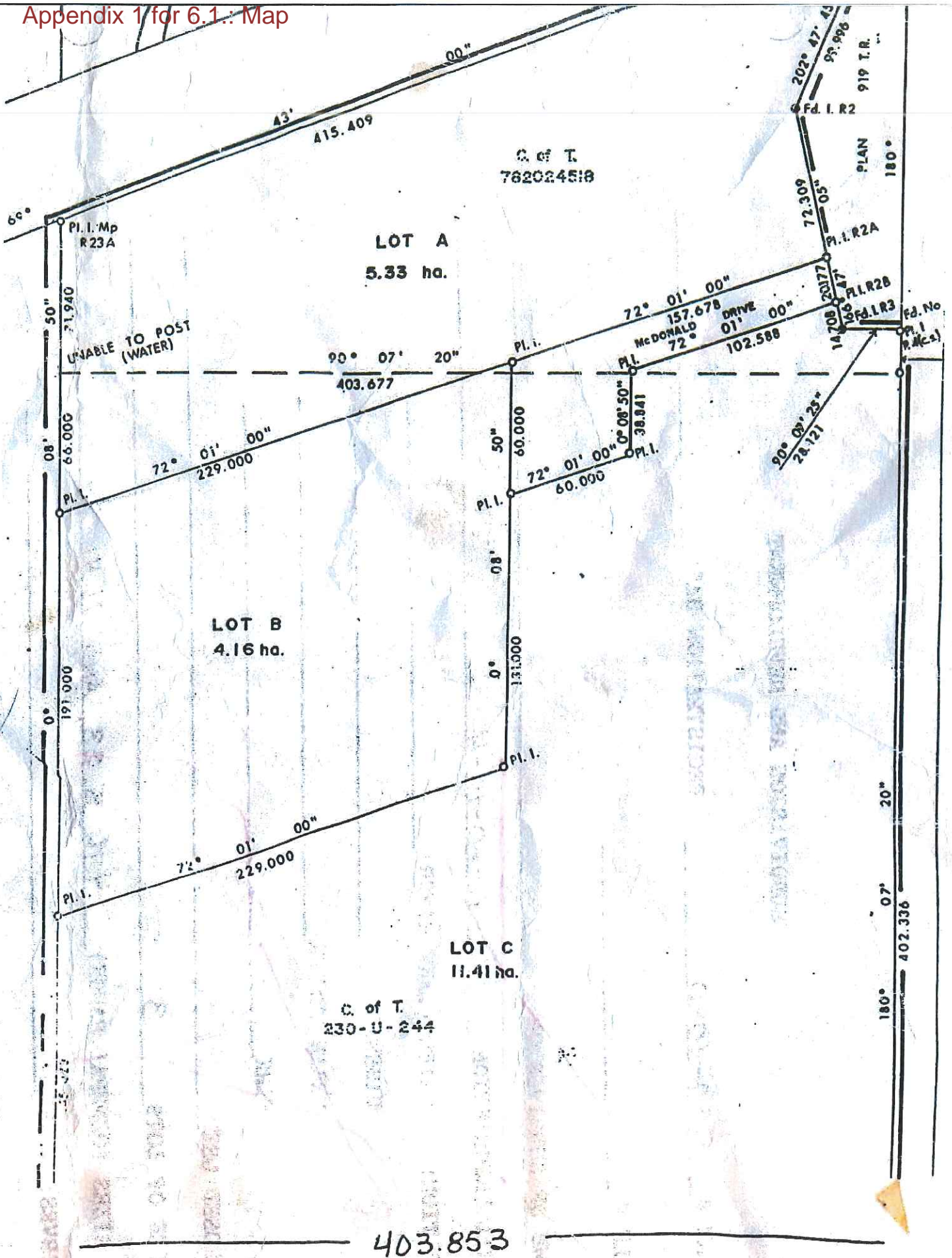
Administration is recommending to uphold Land Use Bylaw 2013-50 and Municipal Development Plan 2013-51 and deny the request from the landowner.

## **Additional Information**

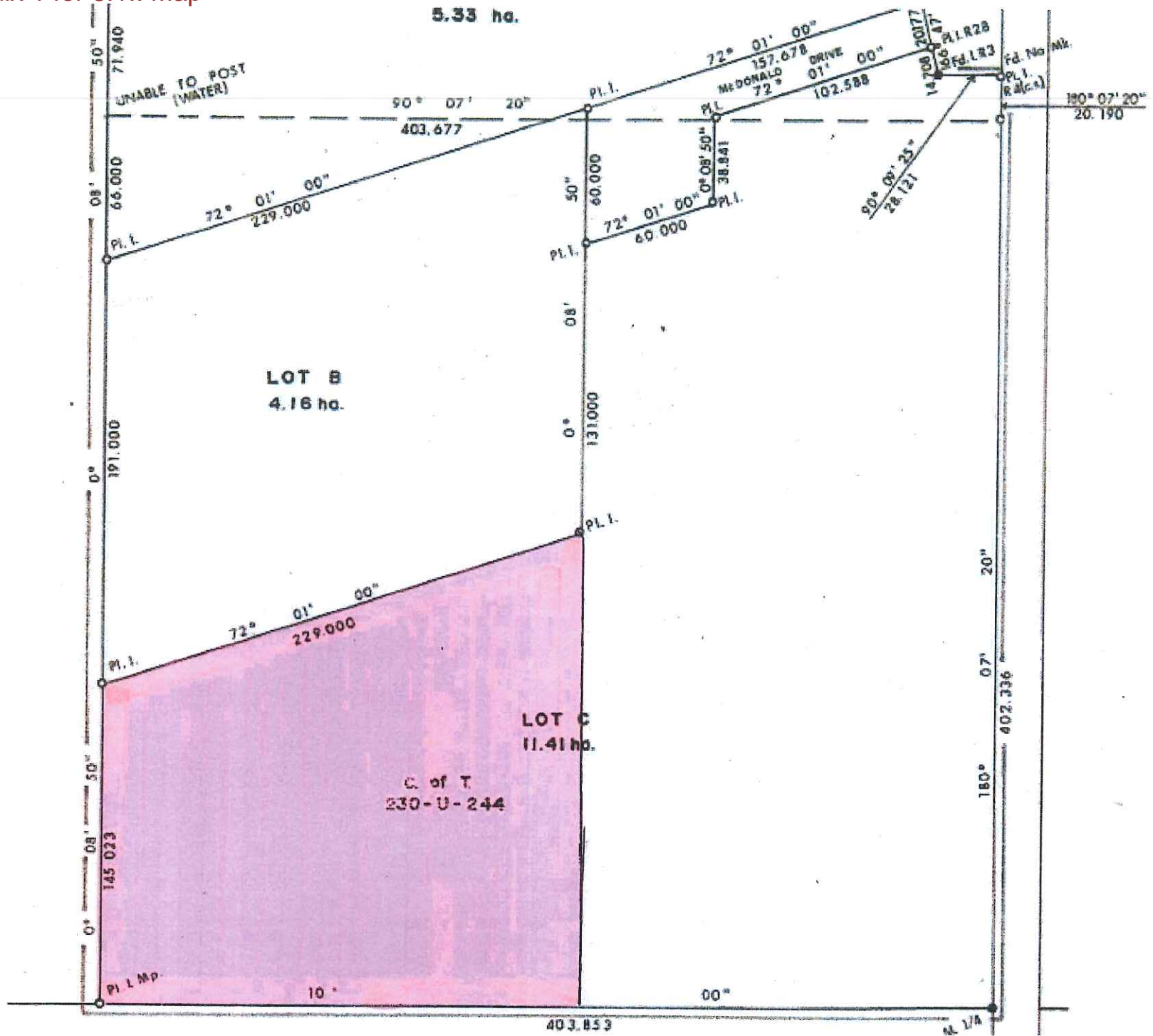
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**Originated By :** pcorbiere

## Appendix 1 for 6.1.: Map



## Appendix 1 for 6.1.: Map



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

**BY-LAW NO. 2017-\_\_\_\_\_**

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A By-law to amend Land Use Bylaw No. 2013-50 of the County of St. Paul No. 19, in the Province of Alberta.

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**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:

1. The Land Use Bylaw of the County of St. Paul No. 19, Bylaw No. 2013-50, is hereby amended as follows:

**7.32 SINGLE LOT SUBDIVISIONS FOR COUNTRY RESIDENTIAL DEVELOPMENT**

- (1) In the Agriculture (A) District, up to four (4) parcels for country residential use may be subdivided out of each quarter section provided the quarter section is a minimum of 60 ha (148 ac) in size and provided, further, that the total area of such parcels does not exceed 8 ha (20 ac). If the quarter section is less than 60 ha (148 ac) in size but more than 45 ha (111 ac) in size, the total area of such parcels may not exceed 6 ha (15 ac). If the quarter section is less than 45 ha (111 ac) in size but more than 30 ha (74 ac) in size, the total area of such parcels may not exceed 4 ha (10 ac). If the quarter section is less than 30 ha (74 ac) in size, the total area of such parcel may not exceed 2 ha (5 ac). Such country residential parcels may include any combination of farmsteads and vacant parcels, and may include one (1) fragmented parcel.
  - a. 80 Acre Split Exceptions - If a quarter section has been previously subdivided into two (2) 80 acre halves, only one (1) country residential parcel to a maximum size of 4 ha (10 ac) may be subdivided from each half (excepting farmstead parcels).
    - i. Notwithstanding subsections 7.32(1), 7.32(1)(a) and 7.32(5), one parcel not exceeding 12.14ha (30 acres) may be subdivided out of the W ½ of SW 16-58-7-W4M for country residential use.
  - b. Notwithstanding 7.32(1), one parcel not more 4.04ha (10 acres) may be subdivided from Lot C, Plan 8321080 (contained within (NE 6-60-10-W4M).

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Advertised the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018 and the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018 in the St. Paul Journal and Elk Point Review.

## Appendix 2 for 6.1.: Proposed LUB Amendment

Read a second time in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Read a third time in Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

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Reeve

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Chief Administrative Officer



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

**BY-LAW NO. 2017-\_\_\_\_\_**

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A By-law to amend Municipal Development Plan Bylaw No. 2013-51 of the County of St. Paul No. 19, in the Province of Alberta.

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**WHEREAS** the Municipal Government Act, R.S.A. 2000, as amended ("the Act") allows Municipal Council to establish and amend its Municipal Development Plan Bylaw;

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

1. The Municipal Development Plan Bylaw of the County of St. Paul No. 19, Bylaw No. 2013-51, is hereby amended as follows:

2.2 Residential

Policies

1. The County allows for the creation of up to 4 residential parcels per quarter section within the Agriculture district. The total amount of land taken by residential subdivisions on a quarter section shall not exceed 20 acres within the Agriculture district.

a. Notwithstanding the above, one parcel of land, not more than 4.04ha (10 acres) in size may be created from Lot C, Plan 8321080 (within NE 6-60-10-W4M).

2.2 Residential

Residential Subdivisions – Multi Lots

13. Multi-lot subdivisions shall be required to prepare an area structure plan/outline plan, detailing the proposed development, standards of servicing, transportation layout, storm water management and other details as deemed necessary by the County.

a. Notwithstanding the above, one parcel of land, not more than 4.04ha (10 acres) in size may be created from Lot C, Plan 8321080 (within NE 6-60-10-W4M) and not require the preparation and approval of an area structure plan/outline plan.

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Advertised the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018 and the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## Appendix 3 for 6.1.: Proposed MDP Amendment

Read a third time in Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Reeve

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



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## Issue Summary Report

### 6.2. Request to Purchase Undeveloped Road Allowance - Henri & Bibiane Foisy

#20171206018

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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At the November Council Meeting, Henry and Bibiane Foisy, owners of SW 1-57-10-W4, attended Council to speak 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.

They requested 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.

Council tabled a decision on their request to purchase the undeveloped road allowance west of SW 1-57-10-W4 and to close Road Plan 3625EO, pending more information.

Administration found a motion from the October 10, 2000 Council meeting to grant permission to the Lakeland Trail Blazers Snowmobile Club to develop a trail along the County road allowances as per their proposed route". The proposed route was from St. Paul continuing south through the St. Paul Grazing Reserve.

As per conversation with Danny Smyl, from the St. Paul Trailblazer Club, the portion of the road plan that Mr. Foisy is requesting to cancel is part of the snowmobile club's trail. The purple hi-lighted area has signs along the trail indicating that snowmobiles are permitted. Danny Smyl grooms the trail every winter after the snow falls. St. Paul Trailblazers also have keys that allows them access to the community pasture.

CRNL has land interests as they have a well site located on 10-2-57-10-W4, they use 400 meters of the undeveloped road allowance (east-west) and 800 meters of the undeveloped road allowance (north-south) to access their well site. There is no road use agreement with the landowner as this is for agricultural access, so an agreement is not required.



## **Recommendation**

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Administration is recommending to deny the request from Mr. & Mrs. Foisy to purchase the road allowance located west of their property and close Road Plan 3625EO in SW 1-57-10-W4 and revert that land back to their title, and deny the request for gravel.

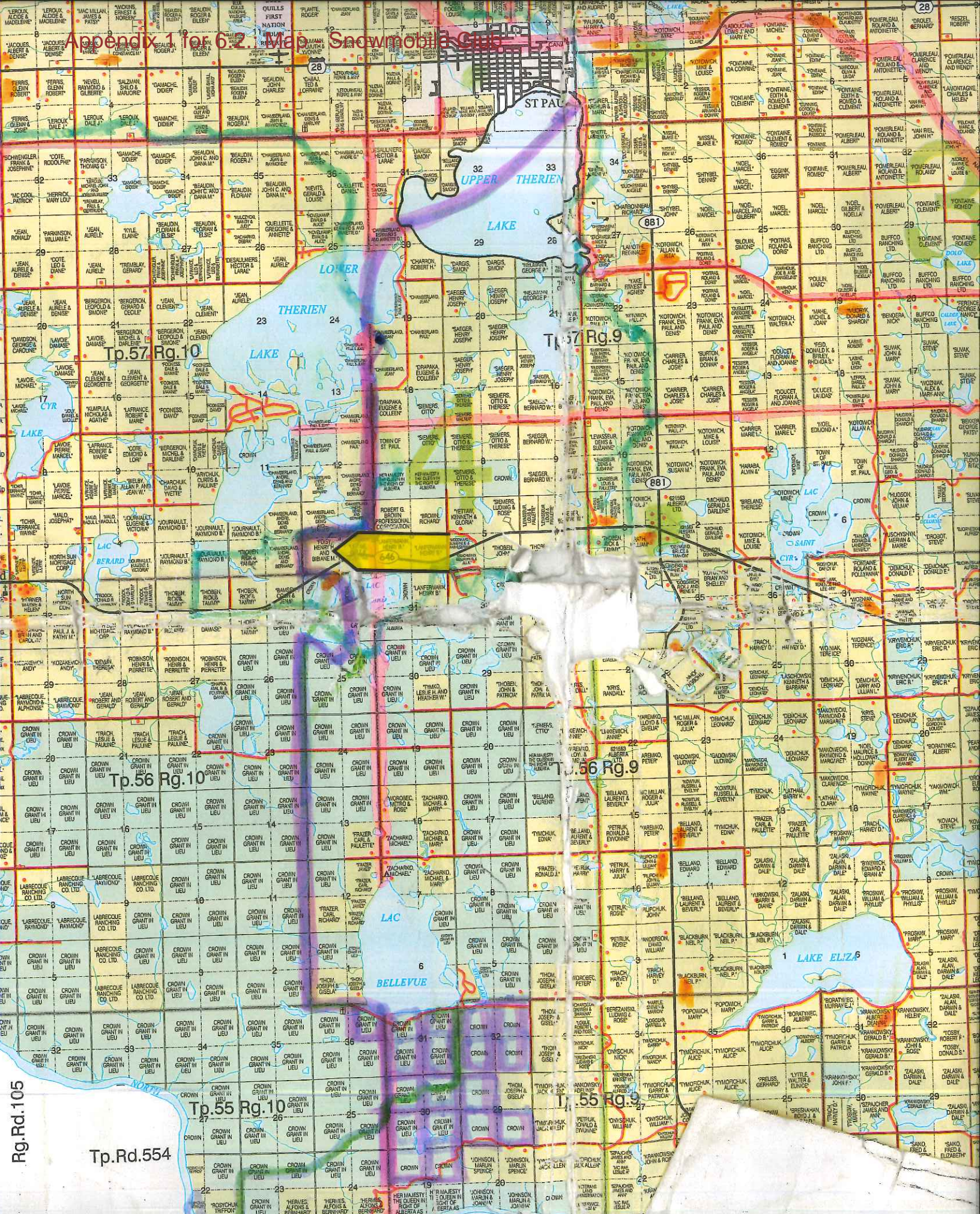
## **Additional Information**

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**Originated By :** pcorbiere



Appendix 1 for 6.2: Map: Snowmobile Club







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## Issue Summary Report

### 6.3. Bareland Condo Association

**#20171208001**

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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At the November Council Meeting, Council requested that administration bring forward wording to amend the Land Use Bylaw to include a Bareland Condo Association as a permitted use.

Krystle Fedoretz met with Bruce Drake, Urban Systems, who has provided more information regarding the formation of a Condo Association and a Home Owner's Association. Administration, Urban Systems and the local Councillor have met with Shawn Jacula, representative for the landowners in the Waterton Subdivision at Laurier Lake, to provide him with two options. At this time, their community needs to determine which option works best for them and make a request to Council. Therefore, no wording change is required to the Land Use Bylaw until the residents come forward with a formal request.

#### Recommendation

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Motion to file for information.

#### Additional Information

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**Originated By :** pcorbiere



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## Issue Summary Report

### 6.4. Town of Elk Point and County Joint Fire Services Agreement #20171207003

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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At the October 10 Council Meeting, Council tabled the Town of Elk Point and County Joint Fire Services Agreement until after the committee met. The Fire Committee met and the Town of Elk Point will be signing the agreement at their Council meeting on Monday, December 11th.

#### Recommendation

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Administration is recommending to approve the Town of Elk Point and County Joint Fire Services Agreement.

#### Additional Information

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**Originated By :** pcorbiere

## **FIRE SERVICES AGREEMENT**

### **BETWEEN**

#### **The County of St. Paul No. 19**

A Municipal Corporation in the Province of Alberta  
Hereinafter Called “The County”

### **OF THE FIRST PART**

### **AND**

#### **The Town of Elk Point**

A Municipal Corporation in the Province of Alberta  
Hereinafter Called “The Town”

### **OF THE SECOND PART**

**WHEREAS**, the County is desirous of using the services of the Volunteer Fire Department of the Town of Elk Point, in the event of a fire which would warrant assistance being given by the Town when requested by residents of the County;

**AND WHEREAS**, the Councils of “the Town” and “the County” have caused this joint agreement to be formed, to provide fire protection for persons and property within the Town of Elk Point and Divisions 1 and 2 of the County of St. Paul No. 19, and other areas which may be agreed upon by the said municipal authorities;

**AND WHEREAS**, the Parties hereto have agreed upon the way revenues and costs are to be derived, levied and borne, and upon the joint management and operation of the said equipment within the area, and with other municipal authorities between which a formal agreement has been endorsed by the authorities concerned;

## Appendix 1 for 6.4.: Elk Point Fire Services Agreement

Elk Point Fire Services Agreement

Page 2

**NOW THEREFORE**, the Parties mentioned above hereby agree as follows:

### **I. DEFINITIONS**

1. “Chief” shall be the Chief of the Elk Point Volunteer Fire Department.
2. “Department” shall be the Elk Point Volunteer Fire Department.

### **II. COMMITTEE**

1. The Operation and Management of the Fire Services Agreement shall be vested solely and absolutely in the Town of Elk Point Fire Protection Committee which shall be known as the “Committee” and shall be appointed in a manner hereinafter set out, and shall be continuing body, notwithstanding changes in personnel from time to time, throughout the term of this agreement. When the respective Councils appoint the Committee members, they will be authorized to spend those dollars approved in the budget. The respective Councils shall authorize any expenditure over and above the approved budget.
2. Committee members will include:
  - Two (2) Town Council Members appointed by the Town
  - Two (2) County Council Members appointed by the County
  - Two (2) CAO’s, one (1) from the County and one (1) from the Town without Without voting rights
  - Two (2) Elk Point Fire Fighters Members without voting rights
  - One (1) County Fire Guardian without voting rights
3. The Committee, following its appointment, shall elect a Chairman from the appointed members.
4. The Committee, following its appointment, and periodically thereafter at intervals determined by the Committee, shall elect a Vice-Chairman.
5. The Committee, at any meeting at which all members of the Committee are present, may decide to hold regular meetings of the Committee and the resolution shall state the day, hour and place of every regular meeting and no notice of such meeting is necessary.

## Appendix 1 for 6.4.: Elk Point Fire Services Agreement

### Elk Point Fire Services Agreement

Page 3

6. The Chairman may call special meetings of the Committee whenever he considers it expedient to do so, and he shall do so when requested by a majority of the Committee.
7. Notice of special meetings stating the time and place at which it is to be held, and stating the nature of business to be transacted, shall be given to each Committee member;
  - a) by delivering notice to the Committee members or an adult person at place of business or residence not less than 24 hours prior to the meeting.
  - b) The Chairman may call a special meeting of the Committee on shorter notice, either written or oral, than the afore stated, but the special meeting may not be held unless the notice states the time and place at which the meeting is to be held and the general nature of the business to be conducted, and majority of the Committee members given consent to the holding of the meeting.
8. The Fire Chief or designate will attend Committee meetings to report on operations of the Elk Point Volunteer Fire Department.
9. Financial Statements of the Department will be presented by the Town CAO.

### **III. FINANCE**

1. Administration
  - a) The County shall pay the Town an administration fee of \$ 500.00 per month.
  - b) The Town will submit to the County, on or before the last day of February each year, a statement of all revenues and expenditures for the preceding year.
2. Revenues
  - a) Each year, on or before the 1<sup>st</sup> day of December, the Committee shall prepare a budget setting out estimates of revenues and expenditures for the operation and replacement of fire equipment within the area, and present same to the municipal authorities for consideration and approval.

## Appendix 1 for 6.4.: Elk Point Fire Services Agreement

### Elk Point Fire Services Agreement

Page 4

- b) The following Units which the fire department responds with on Provincial Highway calls within the Fire District shall be charged to the Province on an hourly basis according to the Alberta Transportation Fee Schedule.

- i) County Pumper Truck
- ii) County Tank Truck
- iii) Town Pumper Truck
- iv) Rescue Unit
- v) Rapid Attack

The Town Administration will be responsible for collecting any fees from the Provincial Government for calls relating to highways.

From the fees charged out for the Rescue Unit on Provincial Highways call \$400.00 per call shall be reinvested in a Reserve Fund for capital replacement.

- c) The extra fees collected over the firemen wages from the County Pumper Truck, Rapid Attack Truck and Tank Truck shall be paid to the County of St. Paul, less a \$200.00 administration fee.
- d) The Town and County fire calls will be charged a \$ 300.00 per call out plus \$ 1.00/km for use of the Rescue Van.

These fees charged out for the Rescue Van shall be invested in a Reserve Fund and the proceeds from the sale of the existing unit will be used to purchase a replacement unit(s).

- e) A flat fee of \$ 200.00 will charged out for the Jaws of Life used at a call out. The \$ 200.00 charged out for the Jaws of Life shall be invested at year end in a Reserve Fund for future replacement.
- f) The fees collected from the County's pumper truck, tank truck and rescue van, shall be prorated between the fire vehicles responding to a call, to reimburse the members of the Elk Point Volunteer Fire Department, a minimum of two (2) hours per call out. For responding to a highway call, reimbursement of a minimum of two (2) hours per call out at a rate of \$ 20.00 per hour. There shall be no compensation for the loss of wages. This hourly rate will be subject to a review once every three years.



## Appendix 1 for 6.4.: Elk Point Fire Services Agreement

### Elk Point Fire Services Agreement

Page 5

#### 3. Cost Sharing

- a) The County will pay fifty percent (75%) of the Town of Elk Point Fire Department annual general operating expenses to the Town which will include among others, but not exclusive to:
  - housing of the fire equipment and related utilities
  - supply and maintain the necessary communications system
  - costs associated with staff training
- b) The Town is to provide Workers Compensation, Public Liability and Group Insurance under the Town Policy for the firemen.
- c) The County and the Town will share all the other capital costs for the acquisition of equipment required to effectively carry out the mutual firefighting agreement on a 50/50 cost share basis, under the following conditions:
  - (i) the proposed capital expenditures are submitted to the respective Council and approved by them prior to the equipment being purchased
- d) The County will enroll the Elk Point Fire Department members in its EFAP (Employee Family Assistance Program) on a 50/50 cost share basis with the Town

#### IV. FIRE EQUIPMENT

1. The County will supply its own firefighting units and related equipment and will properly license, insure and maintain the same.
2. The Town will supply its own firefighting units and related equipment and will properly license, insure and maintain the same.

#### V. OPERATION AND MANAGEMENT OF FIRE EQUIPMENT

1. The operation and management of the fire trucks and equipment shall be vested solely and completely in the Fire Chief, or in his absence, the Deputy Fire Chief, or in the absence of these officers, a member of the Fire Department, appointed by the Fire Chief, with the necessary training and qualifications to act in this capacity, and he will ensure that any person in charge of operating the fire trucks has a qualifying and valid driver's license and the necessary training.

## Appendix 1 for 6.4.: Elk Point Fire Services Agreement

### Elk Point Fire Services Agreement

Page 6

2. That at rural fire calls where conditions necessitate a stand-by crew to prevent the reoccurrence of fire, after the initial blaze has been brought under control, that members from the rural area will undertake the stand-by duties.
3. That records of all fire calls and fire losses will be kept by the Fire Chief, or a member of the Fire Department appointed by the Fire Chief. A copy of these records shall be forwarded to the Town.
4. It is understood and agreed that in the event of simultaneous fires, one pumper truck will respond to the rural fire and one pumper truck will respond to the urban fire.
5. The Fire Department will provide an updated S.O.P. (Standard Operating Procedure) which will include a plan should the Department be unable to respond to a Fire Call.

#### **VI. OWNERSHIP OF EQUIPMENT**

1. The County pumper truck, rapid attack truck, tank truck and equipment for the control of rural fires shall remain the sole property of the County.
2. The Town pumper truck and equipment for the control of urban fires shall remain the sole property of the Town.
3. The rescue van and equipment shall remain joint property of the Town, County and Elk Point Firefighters Association.
4. The equipment purchased by the Town for connecting to fire hydrants and for use within the Town only, shall remain the sole property of the Town.

#### **VII. RESPONSE AREA**

1. The Town of Elk Point Volunteer Fire Department will answer calls to the County in Fire Districts 1 and 2 as well as to those who have signed a Mutual Aid Agreement.

## Appendix 1 for 6.4.: Elk Point Fire Services Agreement

Elk Point Fire Services Agreement

Page 7

### VIII. TERMS OF AGREEMENT

1. This agreement shall remain in full force from the effective date until terminated by either party, provided that the party wishing to terminate this agreement shall give to the other party one (1) year notice in writing of its intention to terminate.
2. If either party wishes to amend the agreement it may do so by providing thirty (30) days written notice to the other party and both parties agree to the amendment.
3. In the event of a disagreement arising between the Parties regarding the compliance or non-compliance thereof, such disagreement shall be referred to Joint Council. The decision of the Joint Council shall be final and binding on the Parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

TOWN OF ELK POINT

PER \_\_\_\_\_  
Mayor

PER \_\_\_\_\_  
Town CAO

COUNTY OF ST. PAUL NO. 19

PER \_\_\_\_\_  
Reeve

PER \_\_\_\_\_  
County CAO

## 7. Delegation

- 7.1. 11:00 A.M. - MS SOCIETY, BRENDA ROSYCHUK
- 7.2. 11:30 A.M. - PUBLIC HEARING BYLAW NO. 2017-23 -  
DEDESIGNATE PART OF LOT R, BLOCK 1, PLAN  
527MC
- 7.3. 1:00 P.M. - ST. PAUL CHAMBER OF COMMERCE
- 7.4. 1:30 P.M. - NORM BERLINGUETTE



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

### 7.1. 11:00 a.m. - MS Society, Brenda Rosychuk

#20171206003

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Brenda Rosychuk, with the MS Society of Canada - Lakeland Region, will be in to speak with Council about their annual fundraising walk which takes place on the second weekend of May. This walk has raised over \$1,485,000 over the last ten years. Brenda will explain how they have changed their sponsorship where a \$1,000 donation will provide the same exposure as the \$500 donation did. She will be requesting if the Council is interested in continuing as a sponsor for the walk.

Previously, Council donated \$500 for the walk.

#### Recommendation

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Administration is recommending to provide \$500 sponsorship for the MS Walk, to be paid from the 2018 budget.

#### Additional Information

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**Originated By :** pcorbiere



## **A SPONSORSHIP PROPOSAL FOR**

# **County of St. Paul**

## **Corporate Sponsor of the Jayman BUILT MS Walk**

Presented to: Phyllis Corbiere, County of St. Paul

Presented by: Brenda Rosychuk, MS Society of Canada – Lakeland Region

Date: December 1, 2017

**Our mission:** To be a leader in finding a cure for multiple sclerosis and enabling people affected by MS to enhance their quality of life.

## Introduction/Summary

Thank you so much for your participation and dedication to the Lakeland MS Society. We are excited to present this partnership opportunity to the County of St. Paul. This partnership proposal has been custom designed for your company based on our past partnership. We look forward to reviewing this opportunity and further customizing so we can specifically meet the goals and objectives of your company.

The Lakeland Jayman Built MS Walk is held in St. Paul on the Saturday of Mother's Day weekend each year. This annual event is the primary fundraising event of the year for the Lakeland MS Region. The funds raised through the Lakeland Jayman Built MS Walk are used for national research to find a cure to END MS and to help enhance the quality of life of those affected by multiple sclerosis in our area. The first Lakeland Jayman Built MS Walk was held in May 2008 and has raised over \$1,485,000 for multiple sclerosis over these past ten years.

The following proposal has been custom designed for County of St. Paul and we look forward to the opportunity of working together to fine-tune it to fit your needs.

## The Opportunity – Official Sponsor

The Lakeland Jayman Built MS Walk takes place in St. Paul on the Saturday of Mother's Day weekend each year. It is a day that brings the Lakeland community together in a collective show of support in the fight against MS. Funds raised through this signature fundraising event play a critical role in fueling MS Society programs and services across the Lakeland for individuals & families touched by MS, and support Canadian MS research into a cause and cure, giving *hope* for a future without multiple sclerosis. The Lakeland MS Walk features 2, 5, and 10km Walk options.

As an **Official Sponsor** of the 2018 Lakeland Jayman Built MS Walk, County of St. Paul will receive the following opportunities and benefits:

1. County of St. Paul will be verbally thanked by emcee and recognized as an **Official Sponsor**.
2. Logo will be reflected in all MS Society produced marketing and print collateral including:
  - a. Participant t-shirts – logo will be prominently placed on the back of all Lakeland Jayman BUILT MS Walk t-shirts.
  - b. Posters
3. Support the County of St. Paul Walk team, using dedicated Team MS staff resources.
4. County of St. Paul will have the opportunity to place a banner at the Walk site



## The Investment

In exchange for the aforementioned sponsorship opportunities and benefits, County of St. Paul' investment will be as follows:

Your Investment: \_\_\_\_\_ \$1000.00 cash sponsorship

Investment to be paid in full within 90 days of signing Agreement. An invoice will be issued.

\_\_\_\_\_  
Accepted for County of St. Paul

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted for MS Society

\_\_\_\_\_  
Date



*County of St Paul No 19*  
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## Issue Summary Report

### 7.2. 11:30 a.m. - Public Hearing Bylaw No. 2017-23 - Dedesignate Part of Lot R, Block 1, Plan 527MC #20171206006

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Bylaw No. 2017-23, to rectify an encroachment problem or other concern within Lot R, Block 1, Plan 527MC registered in respect of PSW 17-59-9-W4, was advertised in the St. Paul Journal on November 28 and December 5, and Planning and Development has not received any responses to the advertisements.

#### Recommendation

---

Proceed to Public Hearing scheduled for 11:30 a.m. to discuss Bylaw No. 2017-23, to rectify an encroachment problem or other concern within Lot R, Block 1, Plan 527MC registered in respect of PSW 17-59-9-W4.

Following the public hearing:

Motion to give second reading to Bylaw No. 2017-23.

Motion to give third reading to Bylaw No. 2017-23.

#### Additional Information

---

**Originated By :** pcorbiere

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

**BY-LAW NO. 2017-23**

---

A By-law of the County of St. Paul, in the Province of Alberta to change the boundaries of an environmental reserve to rectify an encroachment problem or other concern within Lot R, Block 1, Plan 527MC registered in respect of Part of SW 17-59-9-W4 located within the boundaries of the County of St. Paul.

---

**WHEREAS**, Section 676(1)(d) of the Municipal Government Act, as amended, provides that a Council may change the boundaries of an environmental reserve or environmental reserve easement in order to correct an omission, error or other defect in the certificate of title, or to rectify an encroachment problem or other concern.

**AND WHEREAS** the public hearing and public hearing notification requirements of Sections 230 and 606 of the Municipal Government Act., as amended, for a Bylaw considering pursuant to Section 676 have been complied with:

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

That the portion of the Environmental Reserve designation of Lot R, Block 1, Plan 527MC displayed on the attached plan forming part of this Bylaw is hereby cancelled.

Read a first time in Council this \_\_\_\_ day of \_\_\_\_\_, A.D. 2017.

Advertised the 28<sup>th</sup> day of November, A.D.2017, and the 5<sup>th</sup> day of December, A.D. 2017 in the St. Paul Journal.

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





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## Issue Summary Report

### 7.3. 1:00 p.m. - St. Paul Chamber of Commerce

#20171206005

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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The St. Paul Chamber of Commerce will be in to meet with Council to request continued funding for 2018.

#### Additional Information

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**Originated By :** pcorbiere



Phone / Fax: 780-645-5820  
P.O. Box 887, 4802-50 Avenue  
St. Paul, AB T0A 3A0  
Email: admin@stpaulchamber.ca  
www.stpaulchamber.ca

November 30, 2017

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

Attention: Reeve and Council

Dear Council

RE: 2018 REQUEST FOR FUNDING

The St. Paul & District Chamber of Commerce has been granted opportunity to present to Council on Tuesday, December 12, 2017, to share with you our successes and challenges of 2017, and our request for continued support for the 2018 year.

In preparation of that presentation and in support of our request, please find attached a brief synopsis of the Chamber activities.

Thank you

Brent Sandmeyer  
Interim President  
St. Paul & District Chamber of Commerce

**2017 Chamber Sponsors**



**Cornerstone**



**OCTOPUSCREATIVE**



## Appendix 2 for 7.3.: 2018 County Request

St. Paul & District Chamber of Commerce - 2017		
Sustainability	Community Engagement & Growth	Value Proposition
<ul style="list-style-type: none"> <li>• Strategic Plan</li> <li>• Policy Development</li> <li>• Bylaw Review</li> <li>• ACC AGM, Roundtables, Political Action Day, etc.</li> <li>• CARES Grant Application</li> <li>• Alberta Labour Grant Application</li> <li>• Move to Portage College</li> <li>• ACE Conference and AGM</li> </ul>	<ul style="list-style-type: none"> <li>• Partnerships               <ul style="list-style-type: none"> <li>○ Town of St. Paul</li> <li>○ County of St. Paul</li> <li>○ Alberta Hub</li> <li>○ Community Futures</li> <li>○ Alberta Labour</li> <li>○ Alberta Works</li> <li>○ Community Learning</li> <li>○ Portage College</li> <li>○ BGS Enterprises</li> <li>○ St. Paul Journal</li> </ul> </li> <li>• Youth Advisory Committee               <ul style="list-style-type: none"> <li>○ YAC Career Fair</li> </ul> </li> <li>• Downtown Revitalization</li> <li>• Town Marketing Committee</li> <li>• Health &amp; Wellness Expo</li> <li>• Affordable Housing Project</li> <li>• NEFG/Agri Foods</li> <li>• Event/Tourism Attraction Initiative</li> <li>• Business Support Network Meetings &amp; Roundtable</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops/Presentations:               <ul style="list-style-type: none"> <li>○ RABC – Time Management</li> <li>○ RABC – Goal Setting</li> <li>○ FB for Business</li> <li>○ Toastmasters/Speechcraft</li> </ul> </li> <li>• EARN Events</li> <li>• Rock The Block – Aug 16/17</li> <li>• Christmas Super Saturday (getting NFP/community involved)</li> <li>• Grand Openings/Celebrations</li> <li>• Business Visits</li> <li>• Promotion of Value Added Programs</li> <li>• Increase local Value Added Programs – M2M Program</li> <li>• Networking Events</li> <li>• Rodeo Supper</li> <li>• Small Business Week</li> <li>• Quarterly General Meeting (Ap 10/17 -Centerfield Fest)</li> <li>• Trade Show (TBD)</li> <li>• Advocacy – Municipal Development/Proposed Federal Tax Changes/Broadband Policy</li> </ul>
St. Paul & District Chamber of Commerce – Proposal for 2018		
<ul style="list-style-type: none"> <li>• Strategic Plan</li> <li>• Policy Development</li> <li>• Board Development</li> <li>• Bylaw Rewrite</li> <li>• ACC AGM, Roundtables, Political Action Day, etc.</li> <li>• Alberta Labour Grant Application for Labour Market Study</li> <li>• ACE Conference and AGM</li> <li>• Hire Part-time staff</li> <li>• New Website Launch</li> </ul>	<ul style="list-style-type: none"> <li>• Partnerships               <ul style="list-style-type: none"> <li>○ Town of St. Paul</li> <li>○ County of St. Paul</li> <li>○ Alberta Hub</li> <li>○ Community Futures</li> <li>○ Alberta Labour/Alberta Works</li> <li>○ Community Learning</li> <li>○ Portage College</li> <li>○ Primary Care Network</li> <li>○ St. Paul Journal</li> <li>○ RABC, RBA and Business Link</li> </ul> </li> <li>• C4C Downtown Revitalization</li> <li>• Town Marketing Committee</li> <li>• NEFG/Agri Foods Initiative</li> <li>• BSN Updates</li> <li>• Connect business with opportunity</li> <li>• CARES – Conference Ready Community Project</li> <li>• Increase engagement Elk Point and Mallaig Chambers</li> <li>• Engage with County businesses</li> </ul>	<ul style="list-style-type: none"> <li>• EARN Events – Feb/May</li> <li>• Workshops/Presentations</li> <li>• Business Support Network</li> <li>• Toastmasters/Speechcraft</li> <li>• Rock the Block</li> <li>• Christmas Super Saturday</li> <li>• Grand Openings/Celebrations</li> <li>• Increased Business Visits</li> <li>• Promotion of Value Added Programs</li> <li>• Increase local Value Added Programs – M2M Program</li> <li>• Rodeo Supper/Rodeo Week</li> <li>• Small Business Week</li> <li>• Trade Show (TBD)</li> <li>• Increased Advocacy – Broadband/Municipal Development</li> </ul>



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## Issue Summary Report

### 7.4. 1:30 p.m. - Norm Berlinguette

#20171206010

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Norman Berlinguette will be in to meet with Council regarding the spraying done to his canola field. Attached is his list of questions he will be asking Council.

#### Additional Information

---

**Originated By :** pcorbiere



Norman R. Berlinguette Dec 6/17

- # 1 why No Policy till Feb 9 2016
- # 2 why Council approved \$2400.00  
payment To A.S. before June 13  
2017
- # 3 why False and inaccurate misleading  
statements are on W.W.W  
Local Journal and other  
publications by Reeve, Council,  
and CAO and Dic
- # 4 why CR resistant crop with negative  
Tests (NOT Detected) with a  
value of over \$120,000  
destroyed (date on Tests July 17)
- 5 why I should pay for  
spray that cost Twice the  
price Didn't work?

#6

Why I should  
Pay County Lawyer  
who lied to me and  
Judge at my sentencing

#7

Why No Trial

#8

Why No Appeal

#9

Why No Registered mail 2015 or 2016

#10

Why Dic hasn't helped  
my parents or me

#11

Why Dic gave false and  
misleading info To Farmers  
in County

12

Why Council, Reeve, CAO  
Inspector (Dic) Pest Committee  
Feel that a dictatorship  
currently in place

that is taking every  
body who grows rapeseed  
and stripping them of  
their Human Rights  
and Freedoms along  
with their private  
property rights

Is a good Thing

13 Why was i not informed  
of a meeting in my yard  
with a council member and  
Inspector June 1 2017

## 8. New Business

- 8.1. BYLAW NO. 2017-23 - DEDESIGNATE PART OF LOT R, BLOCK 1, PLAN 527MC
- 8.2. BYLAW NO. 2017-29 - BORROWING BYLAW - MASTER CARD ACCOUNT
- 8.3. COUNTY CREDIT CARDS
- 8.4. BYLAW NO. 2017-30 - BORROWING BYLAW FOR CURRENT EXPENDITURES
- 8.5. BYLAW NO. 2017-31 - ELK POINT REGIONAL ALLIED ARTS LOAN GUARANTEE
- 8.6. BYLAW NO. 2017-32 - FEE SCHEDULE BYLAW
- 8.7. BYLAW NO. 2017-33 - NONPROFIT COMMUNITY ORGANIZATIONS TAX EXEMPTION
- 8.8. BYLAW NO. 2017-34 - UTILITIES BYLAW
- 8.9. 2018 INTERIM MUNICIPAL BUDGET
- 8.10. 2018 COUNTY LIBRARY BOARD BUDGET
- 8.11. 2018 STRATEGIC PLAN
- 8.12. FUNDING AGREEMENT WITH HWY 28/63
- 8.13. MUNICIPAL INTERNSHIP PROGRAM - SECOND YEAR EXTENSION
- 8.14. ELK POINT RECREATION GRANTS
- 8.15. 2018-2019 ALBERTA COMMUNITY PARTNERSHIP GRANTS
- 8.16. SALE OF EQUIPMENT
- 8.17. LETTER FROM BEV AND WARREN SMITH RE BEAVER CONTROL
- 8.18. WATER NORTH COALITION
- 8.19. REGIONAL CRIME FORUM
- 8.20. MEETING WITH DEAN OF INDIGENOUS LANGUAGE
- 8.21. BUSINESS SUPPORT NETWORK MEETING

- 8.22. ANNUAL LAW SEMINARS - FEBRUARY 15 & 16
- 8.23. ALBERTA CARE SPRING SEMINAR - FEB. 28 TO MARCH 2
- 8.24. INTERNATIONAL INSTITUTE OF PUBLIC PARTICIPATION (IAP2) TRAINING COURSE
- 8.25. SPECIAL MEETING - DECEMBER 20
- 8.26. DECEMBER PUBLIC WORKS MEETING





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## Issue Summary Report

### 8.1. Bylaw No. 2017-23 - Dedesignate Part of Lot R, Block 1, Plan 527MC

#20171206004

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

At the July 6 Council Meeting, Bylaw No. 2017-23, which is a boundary change for the environmental reserve to rectify a concern within Lot R, Block 1, Plan 527MC in SW 17-59-9-W4, was presented for first reading. At that time, Council tabled the item for more information and until administration and the local Councillor were able to meet with the landowners.

A meeting was held on-site with landowners on August 21, 2017. The Environmental Reserve boundary was surveyed and marked to facilitate the conversation. Explore Surveys was present to clarify boundaries as well as explain the next steps. The landowners were in agreement with the proposal.

After meeting with the landowners, administration overlooked bringing Bylaw No. 2017-23 back for first reading but proceeded to advertise for a Public Hearing which is scheduled for 11:30 a.m. today. Bylaw No. 2017-23 is now being presented for first reading. If there are changes to be made to the bylaw, administration will have time to make them before the Public Hearing later today.

Section 606(3) of the MGA states that a notice of a proposed bylaw must be advertised before second reading.

#### Recommendation

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Motion to give first reading to Bylaw No. 2017-23, Dedesignate Part of Lot R, Block 1, Plan 527MC in SW 17-59-9-W4.

#### Additional Information

---

**Originated By :** pcorbiere

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

**BY-LAW NO. 2017-23**

---

A By-law of the County of St. Paul, in the Province of Alberta to change the boundaries of an environmental reserve to rectify an encroachment problem or other concern within Lot R, Block 1, Plan 527MC registered in respect of Part of SW 17-59-9-W4 located within the boundaries of the County of St. Paul.

---

**WHEREAS**, Section 676(1)(d) of the Municipal Government Act, as amended, provides that a Council may change the boundaries of an environmental reserve or environmental reserve easement in order to correct an omission, error or other defect in the certificate of title, or to rectify an encroachment problem or other concern.

**AND WHEREAS** the public hearing and public hearing notification requirements of Sections 230 and 606 of the Municipal Government Act., as amended, for a Bylaw considering pursuant to Section 676 have been complied with:

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

That the portion of the Environmental Reserve designation of Lot R, Block 1, Plan 527MC displayed on the attached plan forming part of this Bylaw is hereby cancelled.

Read a first time in Council this \_\_\_\_ day of \_\_\_\_\_, A.D. 2017.

Advertised the 28<sup>th</sup> day of November, A.D.2017, and the 5<sup>th</sup> day of December, A.D. 2017 in the St. Paul Journal.

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

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

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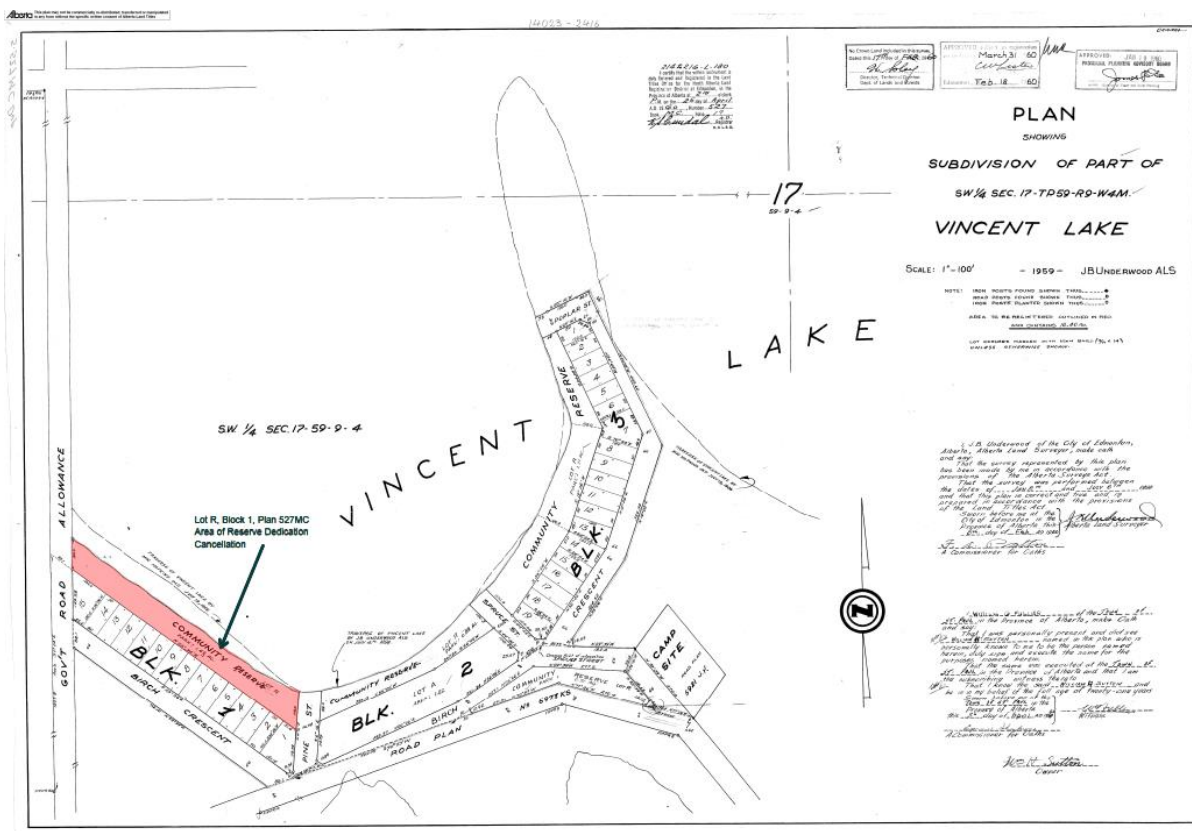
Reeve

---

Chief Administrative Officer



## Appendix 1 for 8.1.: Bylaw No. 2017-23





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## Issue Summary Report

### 8.2. Bylaw No. 2017-29 - Borrowing Bylaw - Master Card Account #20171205001

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-29, Borrowing Bylaw, is being presented to Council to authorize borrowings of up to Thirty-Two Thousand Five Hundred Dollars (\$32,500) from the Servus Credit Union to finance the Master Card Account for the financial year commencing January, 2018.

The borrowing bylaw is being increased to allow room for an additional card to be issued for the Director of Corporate Services. Each card issued will be assigned a specific credit limit within the \$32,500 limit as per Section B of Credit Card Policy ADM-77.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-29, Master Card Borrowing Bylaw.

Motion to give second reading to Bylaw No. 2017-29.

Motion to present Bylaw No. 2017-29 at this meeting for third and final reading.

Motion to give third and final reading to Bylaw No. 2017-29.

#### Additional Information

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**Originated By :** pcorbiere

**BORROWING BYLAW  
MUNICIPAL - CURRENT EXPENDITURES**

***MASTER CARD ACCOUNT***

**BYLAW NO. 2017-29**

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA

WHEREAS the Council of the County of St. Paul No. 19 (hereafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money from time to time to meet current expenditures for the County of St. Paul Master Card Account for its financial year commencing **January 1, 2018**.

NOW THEREFORE, pursuant to the provisions of the Municipal Government Act and/or the County Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation do borrow from Servus Credit Union Ltd., (hereafter called "Servus Credit Union") sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation in the said financial year, provided that the total principal amount owed to Servus Credit Union at any one time hereunder shall not exceed the sum of **THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500.00)**.

2. The Reeve and Chief Administrative Officer are hereby authorized for and on behalf of the Corporation:

- (a) to apply to Servus Credit Union for the aforesaid loan to the Corporation; and
- (b) to obtain advance of monies from Servus Credit Union in the said financial year through use of the Servus Credit Union Master Card, on a revolving basis; and
- (c) to execute on behalf of the Corporation such bills, debentures, promissory notes or similar forms of obligation as Servus Credit Union may require as evidence of and security for all sums borrowed hereunder;

and each document executed as foresaid shall be valid and binding upon the Corporation according to its tenor, and Servus Credit Union shall never be bound to inquire whether such officers are observing the limitations on their authority as set forth in this Bylaw.

3. Notwithstanding the foregoing, the Reeve and Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowings of the Corporation such that all amounts borrowed and outstanding by the Corporation at any one time to Servus Credit Union and to all other persons, firms and corporations shall not exceed the amount of the taxes levied or estimated to be levied by the Corporation for the said financial year.
4. All sums borrowed as aforesaid or so much thereof as from time to time remain unpaid shall bear interest at a rate as prescribed by Master Card and such interest shall be calculated and due and payable monthly.
5. All sums authorized to be borrowed hereunder, including interest, shall be due and payable in full no later than December 31<sup>st</sup> of the said financial year, unless hereafter extended by authority of the Council of the Corporation.
6. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favor of Servus Credit Union the whole of the taxes levied or to be levied by the Corporation, requisitions made or to be made by the Corporation and all other money due or accruing due to the Corporation, and the Reeve and Chief Administrative Officer of the Corporation are hereby authorized on behalf and in the name of the Corporation to execute and deliver to Servus Credit Union such security documents as Servus Credit Union may require in relation to the foregoing charge. The said charge shall be collateral to the obligation of the Corporation to repay with interest all sums borrowed from Servus Credit Union and Servus Credit Union shall not be bound to recover any such taxes, requisitions or other monies before being entitled to payment from the Corporation.
7. In the event the Council of the Corporation decides to extend the said sum and Servus Credit Union is prepared to extend the said loan, any renewal or extended bill, debenture, promissory note or other obligation executed by the officers designated in paragraph 2 hereof and delivered to Servus Credit Union shall be valid and conclusive proof as against the Corporation of the decision to extend the loan in accordance with the terms of such renewal or extension bill, debenture, promissory note or other obligation, and Servus Credit Union shall not be bound to inquire into the authority of such officers to execute and deliver any such renewal or extension document.
8. Bylaw No. 2016-20 is hereby repealed
9. This Bylaw comes into force on the final passing thereof.

Page 3

**CERTIFICATE**

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed and enacted by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the **12<sup>th</sup> DAY OF DECEMBER 2017** at which a quorum was present, as entered in the minutes of the said Council, and the said Bylaw is in full force and effect.

WITNESS our hands and the seal of the Corporation this 12<sup>th</sup> day of December 2017.

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a second time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a third time in Council this 12<sup>th</sup> day of December, A.D. 2017 and duly passed this 12<sup>th</sup> day of December, A.D. 2017.

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Reeve

---

Chief Administrative Officer





## COUNTY OF ST. PAUL NO. 19

### BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

#### **POLICY OBJECTIVE:**

The County of St. Paul desires to streamline processes and improve efficiency in relation to the receipt of goods and services, payment to suppliers and to support staff who travel on behalf of the County. In addition, to establish conditions of use for those individuals in the County who have been authorized by Council to carry a County of St. Paul Credit Card.

#### **POLICY STATEMENT:**

##### **A) ELIGIBILITY**

- 1) The Reeve and Chief Administrative Officer shall be authorized to carry a County credit card.
- 2) All other staff as determined by Council resolution annually shall be authorized to carry a County credit card.

##### **B) LIMITS**

- 1) The total credit limit of all cards shall be approved by Council by Bylaw each year. Credit limits on individual credit cards should be determined by the anticipated monthly expenditure required by the position held within the County. Individual credit limits will be determined by the Chief Administrative Officer or their designee, but the total limits will not exceed the approval determined by Bylaw.

##### **C) CONDITIONS OF USE**

- 1) Cards are only to be used by the person whose name appears on the credit card.

- 2) The issue of a corporate credit card gives the cardholder authority to incur expenditure on a County Credit Card up to the limit of the card. All expenses incurred must be accompanied by transactional evidence to support all charges. These expenses should be attached to an expense claim sheet outlining the expense and appropriate charge for it.
- 3) Credit card charges must be approved by an appropriate department head or the Chief Administrative Officer.
- 4) The Chief Administrative Officer's credit card expenses will be approved by the Finance Officer.
- 5) Under no circumstances should a corporate credit card be used for non-business expenditures. The County reserves the right to limit certain cardholders' types of purchases.
- 6) Lost or stolen cards must be reported and cancelled immediately. Notification must be to the Chief Administrative Officer or their designee and the Finance Officer.
- 7) Misuse of a corporate credit card may result in disciplinary action, reimbursement of ineligible expenses, the surrendering of the card and/or legal proceedings being initiated by the County.

**D) USAGE GUIDELINES**

- 1) The Cardholder may place an order with a supplier:
  - a. in person;
  - b. by phone or fax;
  - c. by mail; or
  - d. via the internet only when the site has been confirmed secure.
    - i. The most common security symbol is the presence of a padlock usually located at the bottom of the screen.

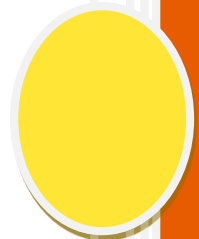
- ii. A valid security certificate showing a current end date can usually be accessed by double clicking on the padlock symbol.
  - iii. Another example may be the web address that commences with https. In this case the "s" suggests it is a secure site.
  - iv. If the site cannot be confirmed as secure the order/purchase must not proceed.
- 2) Corporate Credit Cards should only be used for business expenditures. Examples of appropriate uses for Corporate Credit Card would include:
- a. payment for goods/services
  - b. deposits
  - c. subscriptions for the County
  - d. conference fees
  - e. travel expenses where the staff member does not receive reimbursement of expenses
  - f. general consumables
  - g. official entertainment.
- 3) Inappropriate uses for credit card would include:
- a. private expenses;
  - b. travel costs where the staff member has elected to receive reimbursement for actual costs or has elected to receive a per diem or specified travel advance;
  - c. withdrawal of cash /cash advances;
  - d. fuel purchases with the exception of County vehicles where the use of fuel cards is not available.

#### **E) AUDIT**

- 1) Audits of the cardholder purchases will occur on a monthly basis by Accounts Payable personnel to ensure all documentation and conditions of use are complied with. These cards will also be subject to external audit annually.

**F) TERMINATION OF EMPLOYMENT**

- 1) Prior to departure or termination of duties with the County of St. Paul, the Cardholder must reconcile all expenditures on his/her card account since the last Statement.
- 2) The card must be surrendered upon termination of employment to their immediate supervisor or to the Chief Administrative Officer or their designee.





*County of St Paul No 19*  
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## Issue Summary Report

### 8.3. County Credit Cards

**#20171205002**

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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As per Credit Card policy ADM-77, an annual motion is required authorizing staff to carry a County credit card with their name on it.

#### Recommendation

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Administration is recommending to approve Tim Mahdiuk, Phyllis Corbiere, Janice Fodchuk, Mark Chileen, Rob Duffy, DD Skawronski and Kyle Attanasio for a County Credit Card for the 2018 calendar year, as per policy ADM-77.

#### Additional Information

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**Originated By :** pcorbiere



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## Issue Summary Report

### 8.4. Bylaw No. 2017-30 - Borrowing Bylaw for Current Expenditures #20171205003

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Borrowing Bylaw No. 2017-30 is being presented to Council to authorize borrowings of up to Seven Million Dollars (\$7,000,000) from the Servus Credit Union to finance the short term operations of the County for the financial year commencing January 1, 2018. This bylaw must be approved annually.

Section 187 of the M.G.A. requires that every proposed bylaw must have three distinct and separate readings.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-30, Short Term Borrowing for Current Expenditures.

Motion to give second reading to Bylaw No. 2017-30.

Motion to present Bylaw No. 2017-30 at this meeting for third and final reading.

Council to give third reading to Bylaw No. 2017-30.

#### Additional Information

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**Originated By :** pcorbiere



## **BORROWING BYLAW**

### ***MUNICIPAL - CURRENT EXPENDITURES***

#### **BYLAW NO. 2017-30**

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA

WHEREAS the Council of the County of St. Paul No. 19 (hereafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money from time to time to meet current expenditures of the Corporation for its financial year commencing **January 1, 2018**.

NOW THEREFORE, pursuant to the provisions of the Municipal Government Act and/or the County Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation do borrow from Servus Credit Union Ltd., (hereafter called "Servus Credit Union") sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation in the said financial year, provided that the total principal amount owed to Servus Credit Union at any one time hereunder shall not exceed the sum of **SEVEN MILLION DOLLARS (\$7,000,000.00)**.

2. The Reeve and Chief Administrative Officer are hereby authorized for and on behalf of the Corporation:

(a) to apply to Servus Credit Union for the aforesaid loan to the Corporation; and

(b) to obtain advance of monies from Servus Credit Union in the said financial year by way of an overdraft on the Corporation's account at Servus Credit Union or pursuant to promissory notes or other evidence of indebtedness, as may be permitted or required by Servus Credit Union; and

(c) to execute on behalf of the Corporation such bills, debentures, promissory notes or similar forms of obligation as Servus Credit Union may require as evidence of and security for all sums borrowed hereunder;

and each document executed as foresaid shall be valid and binding upon the Corporation according to its tenor, and Servus Credit Union shall never be bound to inquire whether such officers are observing the limitations on their authority as set forth in this Bylaw.

3. Notwithstanding the foregoing, the Reeve and Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowings of the Corporation such that all amounts borrowed and outstanding by the Corporation at any one time to Servus Credit Union and to all other persons, firms and corporations shall not exceed the amount of the taxes levied or estimated to be levied by the Corporation for the said financial year.

4. All sums borrowed as aforesaid or so much thereof as from time to time remain unpaid shall bear interest at a rate per annum equal to the Prime Lending Rate established from time to time by Servus Credit Union and such interest shall be calculated and due and payable monthly.

5. All sums authorized to be borrowed hereunder, including interest, shall be due and payable in full no later than December 31<sup>st</sup> of the said financial year, unless hereafter extended by authority of the Council of the Corporation.

6. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favor of Servus Credit Union the whole of the taxes levied or to be levied by the Corporation, requisitions made or to be made by the Corporation and all other money due or accruing due to the Corporation, and the Reeve and Chief Administrative Officer of the Corporation are hereby authorized on behalf and in the name of the Corporation to execute and deliver to Servus Credit Union such security documents as Servus Credit Union may require in relation to the foregoing charge. The said charge shall be collateral to the obligation of the Corporation to repay with interest all sums borrowed from Servus Credit Union and Servus Credit Union shall not be bound to recover any such taxes, requisitions or other monies before being entitled to payment from the Corporation.

**7. The repayment of the money borrowed hereunder shall come from taxes collected for the current fiscal year and will be repaid to the Servus Credit Union by June 30 of that year.**

8. In the event the Council of the Corporation decides to extend the said sum and Servus Credit Union is prepared to extend the said loan, any renewal or extended bill, debenture, promissory note or other obligation executed by the officers designated in paragraph 2 hereof and delivered to Servus Credit Union shall be valid and conclusive proof as against the Corporation of the decision to extend the loan in accordance with the terms of such renewal or extension bill, debenture, promissory note or other obligation, and Servus Credit Union shall not be bound to inquire into the authority of such officers to execute and delivery any such renewal or extension document.

9. Bylaw No. 2016-21 is hereby repealed.

10. This Bylaw comes into force on the final passing thereof.

**CERTIFICATE**

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed and enacted by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the **12<sup>th</sup> DAY OF DECEMBER 2017** at which a quorum was present, as entered in the minutes of the said Council, and the said Bylaw is in full force and effect.

WITNESS our hands and the seal of the Corporation this 12<sup>th</sup> day of December 2017.

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a second time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a third time in Council this 12<sup>th</sup> day of December, A.D. 2017 and duly passed this 12<sup>th</sup> day of December, 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

### 8.5. Bylaw No. 2017-31 - Elk Point Regional Allied Arts Loan Guarantee

#20171205004

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Since 2008 the Town of Elk Point and the County of St. Paul have guaranteed a line of credit on behalf of the Elk Point Regional Allied Arts Society. This loan guarantee must be done through bylaw and is to be renewed annually.

Therefore, Bylaw 2017-31 is being presented to Council to guarantee a loan and line of credit on behalf of the Elk Point Regional Allied Arts Society jointly with the Town of Elk Point for the 2018 financial year.

#### Recommendation

---

To give first reading to Bylaw No. 2017-31.

To give second reading to Bylaw No. 2017-31.

To present Bylaw No. 2017-31 at this meeting for third and final reading.

To give third reading to Bylaw No. 2017-31.

#### Additional Information

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**Originated By :** pcorbiere

**BORROWING BYLAW**

***LOAN GUARANTEE ON BEHALF OF THE  
ELK POINT REGIONAL ALLIED ARTS SOCIETY***

**BYLAW NO. 2017-31**

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA

WHEREAS the County of St. Paul No. 19 agrees to guarantee a loan and line of credit on behalf of the Elk Point Regional Allied Arts Society (hereafter called the "Corporation") jointly with the Town of Elk Point. The Corporation considers it necessary to borrow certain sums of money from time to time to meet current expenditures of the Corporation for its financial year commencing **January 1, 2018**.

NOW THEREFORE, pursuant to the provisions of the Municipal Government Act and/or the County Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation with the guarantee of the County of St. Paul No. 19 and the Town of Elk Point do borrow from Servus Credit Union sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation, provided that the total principal amount owed to Servus Credit Union at any one time hereunder shall not exceed the sum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.
2. Only Fifty percent (50%) of the money borrowed hereunder will become the responsibility of the County of St. Paul No. 19 and shall come from taxes collected for the current fiscal year and will be repaid to Servus Credit Union upon requisition from the Elk Point Regional Allied Arts Society.
3. Bylaw No. 2017-24 is hereby repealed.
4. This Bylaw comes into force on the final passing thereof.

WE HEREBY CERTIFY that the foregoing Bylaw was duly passed and enacted by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the **12<sup>th</sup> day of December 2017** at which a quorum was present, as entered in the minutes of the said Council, and the said Bylaw is in full force and effect.

WITNESS our hands and the seal of the Corporation this 12<sup>th</sup> day of December 2017.

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a second time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a third time in Council this 12<sup>th</sup> day of December, A.D. 2017 and duly passed this 12<sup>th</sup> day of December, A.D. 2017.

---

Reeve

---

Chief Administrative Officer





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

### 8.6. Bylaw No. 2017-32 - Fee Schedule Bylaw

#20171206001

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Bylaw No. 2017-32 is being presented to Council to update the current fee Schedule Bylaw. This bylaw is reviewed annually and amended to include changes that have been made by resolution of Council or changes being proposed by administration. The changes are indicated in red.

During budget deliberations, Council discussed amending rates in the bylaw.

When this bylaw is approved, Bylaw No. 2017-06 will be repealed.

#### Recommendation

---

Motion to give first reading to Bylaw No. 2017-32, Fee Schedule Bylaw.

Motion to give second reading to Bylaw No. 2017-32.

Motion to present Bylaw No. 2017-32 at this meeting for third and final reading.

Motion to give Bylaw No. 2017-32 third reading.

#### Additional Information

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**Originated By :** pcorbiere

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

**BYLAW NO. 2017-32**

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

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**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
Bylaw 1555	Subdivision Processes and Appeals Bylaw
Bylaw 1568	Records and Data Retrieval Bylaw

4. That Bylaw No. 2017-06 is hereby repealed.
5. This Bylaw comes into force and effect upon its final passing thereof

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a second time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a third time in Council and duly passed this 12<sup>th</sup> day of December, A.D. 2017.

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Reeve

---

Chief Administrative Officer

## Schedule A

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

Credit card acceptance fee	3%
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**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
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**NSF Cheque/NSF Direct Debit**

\$20.00
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**Promotional Items (Shirts, Caps, Flags etc.)**

Cost Recovery
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**Geographical Information System**

Custom GIS Mapping/ Analysis	\$65.00
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**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
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<b>Assessment Records</b> to Firms (per roll number)	\$20.00
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**Tax Notifications**

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

**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

**Access to Information (FOIP)**

As per Freedom of Information &  
Protection of Privacy Regulations

**Fire 23**

**Fire**

Extinguish Fire Call	\$450.00
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**District Fire Dept Responds**

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

**PW 32**

**Cemeteries**

<b>Interment Plots- 5'x10'</b>	\$600.00
One Cremation in existing Plot	\$200.00
2 <sup>nd</sup> Interment in existing Plot	\$300.00

**Cremation Plots**

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

<b>Newborn/Infant Plots</b>	\$200.00
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<b>Disinterment</b>	\$600.00
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<b><u>Snow Plow Flags</u></b>	\$20.00 - one-time plow
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<b><u>Gravel- Private Sales</u></b>	\$15.00/ yd delivered— <del>1<sup>st</sup>-max 20 cubic yds</del> <del>\$25.00/yd delivered —max 80 cubic yds</del>
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\$10.00/yd self-haul - ~~1<sup>st</sup> max 20 cubic yds~~  
~~\$20.00/ yd self-haul —max 80 cubic yds~~

<b><u>Custom Grader Work</u></b>	\$60.00/hr
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<b><u>Unightly Properties</u></b>	\$250 Administration Fee on any cleanup
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<b><u>Travis – MJ</u></b>	\$20 Permit Application Fee \$20 Permit Cancellation Fee
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### 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	

### Waste 43

#### **Front Load Bin Rental Fees**

##### **4 yard bin:**

- Once per month	\$75.60
- 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
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-Plus Landfill Tipping Fee:	As Per site attendant
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All Commercial Rentals will be charged extra monthly fee	\$ 25.00
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## Agriculture Service Board 62

### Agriculture - Rental Equipment

Rental Equipment	Damage Deposit	Rental
- Post Pounder	\$100.00	\$80.00/day \$160.00/weekend
- Cattle Weigh Scale (Imperial)	\$100.00	\$20.00
Portable Corrals and Loading Chute	\$100.00	\$20.00
- Squeeze Chute	\$100.00	\$20.00
- Insecticide Sprayer 200 gal	\$100.00	\$50.00
Tree Planter	N/C	N/C
- Skunk Traps	\$150.00	N/C
- 16' Land roller - \$3.50/ac	\$200.00	\$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
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### 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



## Appendix 1 for 8.6.: Bylaw 2017-32

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

#### 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 COUCL 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**

Number of Fixtures	Home Owner Fee	Contractor Fee
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

### 8.7. Bylaw No. 2017-33 - Nonprofit Community Organizations Tax Exemption

#20171207001

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Bylaw 2016-33, the Nonprofit Community Organizations Tax Exemption Bylaw, is a bylaw to establish property tax exemptions for specified nonprofit community organizations. The Lakeland Cross Country Ski Club has been added to the list of properties for exemptions for the NE 29-58-9-W4.

#### Recommendation

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To give first reading to Bylaw 2017-33, Nonprofit Community Organizations Tax Exemption Bylaw.

To give second reading to Bylaw No. 2017-33.

To present Bylaw No, 2017-33 at this meeting for third reading.

To give third reading to Bylaw No. 2017-33.

#### Additional Information

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**Originated By :** pcorbiere

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

**NON-PROFIT COMMUNITY ORGANIZATIONS TAX EXEMPTION BYLAW**

**BY-LAW NO. 2017-33**

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A Bylaw of the County of St. Paul in the Province of Alberta to establish property tax exemptions for specified non-profit community organizations.

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**WHEREAS** pursuant to section 364(1) of the *Municipal Government Act*, SA 1994, c. M-26.1, and the *Community Property Tax Exemption Regulation*, AR 281/98, Council may pass a bylaw exempting from municipal taxation specified non-profit community organizations.

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

**1. Name**

This Bylaw shall be named the “Non-Profit Community Organizations Tax Exemption Bylaw.

**2. Exemption of Municipal Taxes**

The property or portions of the property occupied by the non-profit community organizations listed in Schedule A are hereby exempted from municipal taxation provided that the organization:

- a) Submits an annual application to the Chief Administrative Officer or their designee requesting the exemption; and
- b) Continues to meet the required criteria provided for in the *Municipal Government Act*.

**3. Adding Qualified Organizations**

County Council may, by resolution, add non-profit community organizations to Schedule A.

**4. Repeal of Bylaw**

Bylaw No. 2016-23 is hereby repealed.

**5. Effective Date**

This Bylaw shall take effect on the date of passing thereof.

Read a first time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a second time in Council this 12<sup>th</sup> day of December, A.D. 2017.

Read a third time in Council this 12<sup>th</sup> day of December, A.D. 2017.

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Reeve

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Chief Administrative Officer

**SCHEDULE A**

**EXEMPTIONS GRANTED**

**Elk Point Trailriders Snowmobile Club**

- NW-36-58-7-4 – Property owned by Richard Dargis
- NW 13-58-7-4 – Property owned by Hans Rohner

**St. Paul Trailblazers Club**

- SW 19-57-9-4 – Property owned by Andre Chamberland

**Lac Sante Recreational Society**

- NE 27-56-11-4 – Property owned by Dwayne and Joanne Ternovoy
- NE 15-55-10-4 – Property owned by the Crown
- NW 31-55-10-4 – Property owned by the Crown
- SE 26-56-11-4 – Property owned by the Crown

**St. Paul Fish and Game Association**

- SE 2-58-8-4 – Property owned by the St. Paul Fish and Game Association

**Hamm Radio Club**

- NW 3-56-9-4 – Property owned by Rosie Petruk

**Lakeland Cross Country Ski Club**

- NE 29-58-9-4 – Property owned by Wayne Cooknell and Suzanne Pruneau



*County of St Paul No 19*  
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[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.8. Bylaw No. 2017-34 - Utilities Bylaw

**#20171207004**

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Utilities Bylaw No. 2017-34 is being presented to Council to reflect changes to the water rates effective January 1, 2018.

#### Recommendation

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Motion to give first reading to Utilities Bylaw 2017-34.

Motion to give second reading to Bylaw 2017-34.

Motion to present Bylaw 2017-34 at this meeting for third and final reading.

Motion to give third reading to Bylaw 2017-34.

#### Additional Information

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**Originated By :** pcorbiere



THE COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2017-34

**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**

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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 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**

16A 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. 2017-05.

### **Enactment**

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

Read a first time in Council this \_\_\_\_ day of \_\_\_\_\_ 2017.

Read a second time in Council this \_\_\_\_ day of \_\_\_\_\_ 2017.

Read a third time in Council and finally passed this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
REEVE

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

## **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 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.



- (1) 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.
- (2) 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) 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	<del>\$4.90</del> <b>\$5.03</b> 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	<del>\$2.02</del> <b>\$2.10</b> per cubic meter

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

- Fixed Water Service Fee	<del>\$50.85</del> <b>\$28.57</b> per month
- Consumption	<del>\$2.65</del> <b>\$2.13</b> 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

## Appendix 1 for 8.8.: Bylaw 2017-34 - Utilities Bylaw

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

<b><u>New Water Service Connection to Distribution Line</u></b> (includes cc valve, stem and casing, water meter & inspection)	\$1,500.00
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<b><u>New Water Service Connection to Regional Transmission Line</u></b> (plus additional costs for parts)	\$1,000.00
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<b><u>New Sewer Service Connection</u></b>	\$1,000.00
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**SCHEDULE “E”**  
**SPECIFIED PENALTIES**

(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 representative	\$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 8.8.: Bylaw 2017-34 - Utilities Bylaw

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 8.8.: Bylaw 2017-34 - Utilities Bylaw

	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>



## Issue Summary Report

### 8.9. 2018 Interim Municipal Budget

#20171208002

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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The interim Operating and Capital Budget estimated numbers for 2018 are as follows:

Operating & Capital Revenues	\$44,145,637
Debenture & Funding From restricted Surplus	\$ 2,881,405
Operations Expenditures	\$29,804,546
Replacement Reserve	\$ 136,000
Debenture Repayment	\$ 807,429
Capital Expenditures	\$16,279,067

Section 242(2) of the M.G.A. states that Council may adopt an interim operating budget for part of a calendar year.

#### Recommendation

---

To approve the interim budget for the year 2018, as per section 242(2) of the M.G.A.:

Operating & Capital Revenues	\$44,145,637
Debenture & Funding From restricted Surplus	\$ 2,881,405
Operations Expenditures	\$29,804,546
Replacement Reserve	\$ 136,000
Debenture Repayment	\$ 807,429
Capital Expenditures	\$16,279,067

#### Additional Information

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**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

### 8.10. 2018 County Library Board Budget

#20171206011

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

The 2018 Library Board Budget has been approved by the County Library Board, see attached.

Funding provided to the library board in 2017 was \$118,954, 82, \$37,303 of which was MSI Funding. \$118,954.82 is \$19.29 per capita.

The Library Board is not requesting an increase for 2018.

#### Recommendation

---

Administration is recommending to approve the County Library Board's request for funding of \$118,954.82.

#### Additional Information

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**Originated By :** pcorbiere

# Appendix 1 for 8.10.: Library Board Budget

COUNTY OF ST. PAUL NO. 19 LIBRARY BOARD BUDGET 2018					
				2018	2017
<b>Cash on Hand</b>				<b>12,860.44</b>	<b>17,300.43</b>
Less 2017 Allocation Balances:				<b>968.51</b>	<b>5,952.07</b>
Less Expenses to Year End				<b>2,500.00</b>	<b>6,268.31</b>
				<b>9,391.93</b>	<b>5,080.05</b>
<b>Projected Revenue</b>					
County of St. Paul Grant-MSI Operating Grant				37,303.00	37,303.00
County of St. Paul Grant-Additional Funding					
Proposed Funding 2018				81,651.82	81,651.82
				<b>118,954.82</b>	<b>118,954.82</b>
Provincial Grant				34,232.00	34,232.00
G.S.T. Refund				1,000.00	1,000.00
Interest				15.00	15.00
				<b>163,593.75</b>	<b>159,281.87</b>
<b>Expenses Paid Out</b>					
Northern Lights Membership				31,271.76	31,271.76
(\$5.07 Per Capita @ 6,168 Population Count 2016)					
Service Agreements:					
Elk Point				45,000.00	45,000.00
St. Paul				47,000.00	45,000.00
Allocation Funds:					
Ashmont				5,000.00	5,000.00
Mallaig				5,000.00	5,000.00
Advertising				500.00	500.00
ALTA Membership				150.00	150.00
Bank Charge				50.00	50.00
Board Conference				10,000.00	10,000.00
Board Meetings				10,500.00	9,500.00
Security Monitoring				900.00	900.00
Office Supplies				150.00	150.00
Staff Training/Travel				1,000.00	1,000.00
GST				800.00	800.00
<b>Total Projected Expenses</b>				<b>157,321.76</b>	<b>154,321.76</b>
<b>Balance of Budget Remaining</b>				<b>6,271.99</b>	<b>4,960.11</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

### 8.11. 2018 Strategic Plan

#20171208003

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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The 2018 Strategic Plan, as amended following the November 30 Public Works Meeting will be forwarded separately for final approval.

#### Recommendation

---

Administration is recommending to approve the 2018 Strategic Plan.

#### Additional Information

---

**Originated By :** pcorbiere





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

### 8.12. Funding Agreement with Hwy 28/63

#20171207010

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Attached is Capital Project and Grant Funding Agreement between the County of St. Paul and Hwy 28/63 Regional Water Services Commission for the pump upgrade at the Edward booster station owned and operated by the Water Commission.

#### Recommendation

---

Administration is recommending to approve the Funding Agreement as presented.

#### Additional Information

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**Originated By :** pcorbiere

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN:

COUNTY OF ST. PAUL NO. 19, a municipal corporation under the laws of the Alberta, (hereinafter referred to as the "County")

OF THE FIRST PART

- and -

HIGHWAY 28/63 REGIONAL WATER SERVICES COMMISSION, a regional services commission created under the laws of the Alberta, (hereinafter referred to as the "Commission")

OF THE SECOND PART

**CAPITAL PROJECT & GRANT FUNDING AGREEMENT**

WHEREAS:

- A. The Commission shall be responsible for the conduct of the Project as owner, and the owner of the assets comprising the Project once constructed;
- B. The County has agreed to make available to the Commission the Funding for the Project by way of payment to the Contractors, including the Commission's Engineer, on behalf of the Commission, which is covered as part of the Grant to be provided to the County by the Government of Canada and the Province through the Grant Agreements;
- C. The Funding must be used by the Commission for the construction of the Project, and has engaged the Contractors under the Project Agreements with respect to the supply of goods, services and labour required to conduct and complete the Project;
- D. The County and the Commission will be responsible to account to the Government of Canada and the Province for the proper and ultimate use of the Funding; and
- E. The Commission will provide all relevant records to the County for their accounting to the Government of Canada and the Province.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**1. DEFINITIONS**

- 1.1 In this Agreement capitalized words shall have the following meanings:

- (a) “Agreement” means this agreement including the recitals and attached schedules;
- (b) “Approved Plans and Specifications” means those plans and specifications prepared by the Commission’s Engineer, and approved by the Commission prior to commencement of construction of the Project;
- (c) “Approved Construction Budget” means the construction budget prepared by the Commission’s Engineer, and approved by the Commission and the County prior to commencement of construction of the Project;
- (d) “Commission’s Engineer” means Associated Engineering, or such other qualified engineer or engineering firm as the Commission and the County may agree upon, acting reasonably;
- (e) “Contractors” means the contractors engaged by the Commission under the Project Agreements including the Commission’s Engineer;
- (f) “Dispute Resolution Procedure” means that dispute resolution procedure contained within Schedule “B”;
- (g) “Effective Date” means the effective date stated at the top of the first page of this Agreement;
- (h) “Eligible Expenditures” means those costs of the Project defined as Eligible Expenditures within the Grant Agreements;
- (i) “Funding” means the total maximum amount of **\$3,000,000.00 (being the amount equal to the portion of the Grant applicable to the construction and installation of the Project)**, to be paid by the County for the purposes specifically provided for within this Agreement;
- (j) “Grant” means the total of \$9,500,000.00, in respect of the Mallaig Regional Water Supply project (which included, without restriction, the Project), to be provided to the County under the Grant Agreements;
- (k) “Grant Agreements” means, collectively, those grant funding agreements between the County and the Province including, without restriction:
  - (i) the Memorandum of Agreement dated March 2, 2017, between the Province and the County; and
  - (ii) any and all amendments, or additions to the foregoing agreement, which may be entered into from time to time between the Province and the County;
- (l) “Project” means the design, construction and commissioning of:

**booster, pumps and interim pumps at the Edwand booster station  
owned and operated by the Commission**

as more particularly described within the Grant Agreements and the Project Agreements;

- (m) “Project Agreements” means all those contracts respecting the provision of all labour and materials for the conduct and completion of the Project including, without restriction:

(i) \_\_\_\_\_ Agreement  
dated \_\_\_\_\_, 20\_\_, between the Commission and  
\_\_\_\_\_;

(ii) \_\_\_\_\_ Agreement  
dated \_\_\_\_\_, 20\_\_, between the Commission and  
\_\_\_\_\_;

(iii) \_\_\_\_\_ Agreement  
dated \_\_\_\_\_, 20\_\_, between the Commission and  
\_\_\_\_\_;

together with such further and other agreements that the Commission may enter into in respect of the conduct and completion of the Project as contemplated or permitted under this Agreement; and

- (n) “Province” means the Province of Alberta, as represented by Alberta Transportation.

## **2. EFFECTIVE DATE AND TERM**

2.1 The term of this Agreement commences upon the Effective Date and expires upon the termination or expiration of the Grant Agreements, or the full performance and satisfaction of all obligations of the County under the Grant Agreements.

2.2 Notwithstanding the foregoing, the Parties irrevocably agree and covenant that the obligation of the County to provide the Funding to or to the credit of the Commission, **is and will always remain** subject to the following terms, covenants and conditions, each and every one of which must be satisfied on a continuing basis during the term of this Agreement, being:

- (a) that the Commission ensures that it adheres to all terms, covenants and conditions pertaining to the use of the Funding as contained within this Agreement and the Grant Agreements;
- (b) that the entirety of the Funding provided by the County are expended on the Project;
- (c) that the Project has not been abandoned;

- (d) that all license, easements or rights of way within or upon which the Project is located are in good standing;
- (e) that subject to the making of timely payments to Contractors under this Agreement, the Commission is in good standing with the Contractors it retains in relation to the Project, and thereafter remains in good standing; and
- (f) that the Commission remains registered and in good standing as a regional services commission in the Province of Alberta.

2.3 Without limiting the applicability of Section 2.1 hereof, and for greater clarity, the Commission agrees that the County will not be required to advance any or all of the Funding to or to the credit of the Commission unless and until all of the conditions of Section 2.1 are met to the County's satisfaction, acting reasonably. The Commission agrees that it is not entitled to nor will it take any steps or actions to obtain any or all of the Funding unless all of the requirements of Section 2.1 have been complied with.

### **3. DESIGN & CONSTRUCTION**

3.1 The Commission shall conduct and manage of the Project in compliance with the Grant Agreements and the Project Agreements including, without restriction, the responsibility to:

- (a) acquire all necessary permits, licenses, authorities, property easements and lands required to allow the construction of the Project;
- (b) meet the design and construction standards acceptable to the Province under the Grant Agreements;
- (c) comply with the Approved Plans and Specifications, and the Approved Construction Budget, subject to change orders and cost overruns approved or otherwise authorised under this Agreement;
- (d) procure the services of all Contractors by way of invitation to tender, and award to the lowest compliant bidder subject always to the reporting requirements contained within the Grant Agreements in the event that any tender other than the lowest compliant tender is selected;
- (e) ensure that any construction on a Day Labour Basis, as approved by the Commission and the County prior to commencement of the work;
- (f) supervise and manage the Contractors under the Project Agreements;
- (g) administer the Project Agreements, in particular ensuring all accounting of invoices from Contractors for the preparation of progress claims, so as to allow for payments of the Funding by the County on account of the invoices issued by the Contractors;

- (h) receive, handle and respond to any and all change orders and/or out of scope costs;
- (i) comply with all applicable laws and regulations including environmental laws and obligation to consult and, where appropriate, accommodate Aboriginal grounds (also referred to as Indigenous Peoples) in the performance of the Project work; and
- (j) comply with all requirements of the the Canadian Free Trade Agreement (CFTA) and the New West Partnership Trade Agreement (NWPTA).

3.2 Notwithstanding anything contained within this Agreement, the County and the Commission hereby acknowledge, covenant and agree as follows:

- (a) expenditures of the Funding are specifically restricted to Eligible Expenditures which are contemplated within the Project Agreements;
- (b) change orders and/or out of scope costs resulting in costs to the Project qualifying as Eligible Expenditures in excess of \$3,000,000.00 must be approved in writing:
  - (i) by the County, before the County is responsible for payment of any such excess costs under this Agreement; and
  - (ii) by the Government of Canada and the Province and under the Grant Agreements, before coverage for any such cost overruns under the Grant Agreements can be assured;
- (c) no contract may be executed by the Commission for or on behalf of the County, as agent, representative or otherwise.

3.3 Any change orders for the construction of the Project arising under the processes set out in the Project Agreements, shall be dealt with as follows:

- (a) if such a change order results in a change to or deviations from the Approved Plans and Specifications so as to either:
  - (i) not meet the design and construction standards acceptable to the Province under the Grant Agreements; or
  - (ii) cause a material impact upon the functionality, capacity or operational longevity of the Project;

the Commission shall provide information regarding such change order to the County for approval, which shall have 10 Business Days to respond and approve or disapprove of the change;



- (b) subject to the foregoing, if such a change order results in a cumulative (i.e. all change orders to date) increase in Project costs so as to not exceed the Approved Construction Budget, including any contingency amounts built into that budget, the Commission:
    - (i) shall provide notice in writing to the County of the change order and impact upon the Approved Construction Budget; and
    - (ii) may enter into such change order without the requirement for review or approval by the County;
  - (c) if such a change order results in a cumulative (i.e. all change orders to date) increase in Project costs so as to exceed the Approved Construction Budget, including any contingency amounts built into that budget, the Commission shall not enter into such change order unless and until the Commission has:
    - (i) provided notice in writing to the County of the change order and impact upon the Approved Construction Budget, a reasonable amount of time prior to accepting or entering into such change order so as to allow the County to review, understand, and determine the necessity of, the proposed change order; and
    - (ii) provided the County with a complete record of change orders and construction cost impacts to date, together with such additional information as the County may reasonably require in order seek additional approval for funding of the additional costs as Eligible Expenses;
  - (d) the Commission shall maintain, and shall provide to the County from time to time upon request, a complete record of all change orders and construction cost impacts, together with such additional information as the County may reasonably require from time to time in order comply with the Grant Agreements;
  - (e) for clarity, when determining the proposed increase in cost compared to the Approved Construction Budget pursuant to a change order, the additional costs associated with all change orders applicable to the Project that have been approved to date shall be included and shall count towards the calculation of the remaining construction costs contingency provided for within the Approved Construction Budget.
- 3.4 In the event that the Parties disagree upon the approval or disapproval of a change order, a construction budget, or plans and specifications for the Project as contemplated within this Agreement, either party may refer the matter to be resolved through the Dispute Resolution Procedure.
- 4. FUNDING**
- 4.1 Subject to compliance with the terms of this Agreement, the County will pay all Eligible Expenses incurred in respect of the Project in advance of the receipt of the corresponding Grant funds under the Grant Agreements.

- 4.2 For clarification, and without altering, amending or in any way limiting any of the foregoing, the payments to the Contractors by the County shall occur as follows:
- (a) upon and subject to presentation of progress claim report from the Commission's Engineer, providing such information as reasonably required by the County in order to ensure compliance with the Grant Agreements;
  - (b) unless otherwise agreed upon by the Commission and the County, the County shall attend to payment of the progress claims directly to the Contractors in the amounts of the corresponding Eligible Expenditures shown within the progress claim report;
  - (c) the County shall provide the Commission with copies of all payments and correspondence related thereto, concurrently with processing payments to Contractors;
  - (d) the Commission hereby assigns to the County the right to apply for and obtain rebates for all GST paid by the County to the Contractors under this Agreement; and
  - (e) the County is hereby authorized and directed to submit all applications and documentation to Canada Revenue Agency respecting the rebate of GST paid by the County to the Contractors, as agent for the Commission and the County under this Agreement.

## **5. COVENANTS OF THE COMMISSION**

- 5.1 Without in any way restricting the requirements of the Grant Agreements, during the term of this Agreement the Commission covenants and agrees with the County as follows:
- (a) the Funding shall be used solely for the purposes of Eligible Expenditures in the course of the construction of the Project, and for no other use or purpose whatsoever;
  - (b) all contracts or sub contracts necessary for completion of the Project shall be in compliance with recognized construction practices and all applicable legislation, and otherwise satisfactory to the Province under the terms of the Grant Agreements;
  - (c) a representative of the County, as well as a representative of the Government of Canada and the Province, or any one of them, shall be entitled to access to:
    - (iii) the Project site;
    - (iv) any engineering drawings or documents pertaining to the Project;
    - (v) any books of accounts relating to expenditures related to the Project;

- (vi) any such other Project related documents or records as determined necessary by the Government of Canada or the Province under the Grant Agreements in performing an audit of the Project;
- (d) the Commission shall provide all documentation and/or written reports in a form and content as may be reasonably required by the County from time to time in order to satisfy the requirements of the Grant Agreement; and
- (e) the Commission shall maintain all records relating to the Project for a period of Six (6) years following the date that the Grant Agreements terminate or otherwise are fully performed;
- (f) Commission shall ensure that every contractor or subcontractor involved in the construction of the Project shall maintain Workers' Compensation coverage in accordance with the requirements of the *Workers' Compensation Act*, R.S.A. 2000, W-15, as amended from time to time, if required. The Commission shall provide evidence of compliance with the *Workers' Compensation Act* as may be requested by the Province.

## **6. BREACH AND REMEDIES**

6.1 The Commission or the County, as the case may be, shall be deemed to be in default under this Agreement upon the occurrence of one or more of the following events:

- (a) the Commission or the County, as the case may be, breaches any agreement, term or covenant as contained in this Agreement, provided that:
  - (i) in respect of those events of default under this Agreement which are reasonably capable of being rectified within thirty (30) days of the receipt of the notice of default from the other party, if the defaulting party fails to rectify the breach to the reasonable satisfaction of the other party, acting reasonably, within such thirty (30) day period;
  - (ii) in respect of those events of default under this Agreement which are not reasonably capable of being rectified within thirty (30) days of the receipt of the default notice, if the defaulting party fails to commence rectification of the default to the reasonable satisfaction of the other party, acting reasonably, within such thirty (30) day period, or thereafter fails to continuously and diligently pursue rectification of the default to the reasonable satisfaction of the other party, acting reasonably;
- (b) the actions or omissions of the Commission or the County, as the case may be, under this Agreement results in a breach or default under the Grant Agreements resulting in a notice of default from the Province to the County, and the defaulting party fails to rectify the act or omission causing or contributing to the Province's notice of default to the satisfaction of the Province within any rectification period contemplated under the Grant Agreements or otherwise permitted by the Province; or
- (c) in respect of the Commission:

- (i) an order being made or an effective resolution being passed for the winding up of the corporation or a petition being filed for the winding up of the Commission; or
- (ii) the Commission is declared or adjudged bankrupt, or the filing or presenting of a petition in bankruptcy against the corporation; or
- (iii) the Commission makes a proposal under the *Bankruptcy and Insolvency Act* or any successor legislation, or makes a general assignment for the benefit of creditors, or takes the benefit of any legislation in force for protection against creditors; or
- (iv) a receiver or receiver-manager is appointed in respect of the corporation or the property of the corporation,

6.2 Upon the occurrence of an event of default on the part of the County, as defined above, in addition to any other rights or remedies available to the Commission, the Commission may:

- (a) suspend construction of or progress on the Project under this Agreement; or
- (b) without any obligation to do so, take such action as is reasonably necessary in the reasonable opinion of the Commission to perform such obligations and otherwise rectify the County default (in which event, the County shall be responsible for the payment of all reasonable costs incurred by the Commission); or
- (c) terminate this Agreement, without prejudice to any or all rights, obligations, causes of action or claims which may exist under this Agreement.

6.3 Upon the occurrence of an event of default on the part of the Commission, as defined above, in addition to any other rights or remedies available to the County, the County may:

- (a) suspend payment of progress claims under this Agreement; or
- (b) without any obligation to do so, take such action as is reasonably necessary in the reasonable opinion of the County to perform such obligations and otherwise rectify the Commission default (in which event, the Commission shall be responsible for the payment of all reasonable costs incurred by the County); or
- (c) terminate this Agreement, without prejudice to any or all rights, obligations, causes of action or claims which may exist under this Agreement.

## 7. INSURANCE

7.1 The Commission shall ensure that proof of insurance coverage in a form and amount as required under the Project Agreements is provided and maintained by the Contractors. This insurance coverage shall be maintained throughout the construction and installation

of the Project by the respective Contractor and the Commission shall, upon request by the County or the Province, shall provide proof of such insurance.

- 7.2. The Commission shall ensure that the Project insurance shall name the County and the Commission as additional insureds, as and where applicable and/or possible.
- 7.3. All insurance required pursuant to this Agreement shall be endorsed to provide the additional insureds required above with an endeavor to provide 30 days advance written notice of material change or cancellation.
- 7.4. Upon the receipt of any insurance proceeds by the Commission, the Commission agrees that such insurance proceeds are provided to the Commission for the benefit of or the County or/and the Province, as the case may be. Upon a request of the County or the Province, the Commission shall provide such insurance proceeds to the County or the Province.

### **8. INDEMNITY**

- 8.1 The Commission hereby fully indemnifies and holds harmless the County from and against:

- (a) all losses, claims, actions, causes of actions, demand for damages, and suits, of any and every kind and nature whatsoever, at law or in equity suffered or alleged against the County; and
- (b) and costs including full solicitor and his own client costs on a full indemnity basis, plus GST and disbursements incurred by the County to defend against such claims or actions from third parties, to enforce the provisions of this Agreement against the Commission, or to rectify any breach of default on the part of the Commission under this Agreement;

as a result of the failure of the Commission to perform all obligations and requirements set forth within this Agreement. This indemnity shall survive the expiration or termination of this Agreement for any cause.

- 8.2 The County hereby fully indemnifies and holds harmless the Commission from and against:

- (a) all losses, claims, actions, causes of actions, demand for damages, and suits, of any and every kind and nature whatsoever, at law or in equity suffered or alleged against the Commission; and
- (b) and costs including full solicitor and his own client costs on a full indemnity basis, plus GST and disbursements incurred by the Commission to defend against such claims or actions from third parties, to enforce the provisions of this Agreement against the County, or to rectify any breach of default on the part of the County under this Agreement;

as a result of the failure of the County to perform all obligations and requirements set forth within this Agreement. This indemnity shall survive the expiration or termination of this Agreement for any cause.

**9. INJUNCTIVE RELIEF**

- 9.1 The Commission and the County each understands, acknowledges, covenants and agrees that its full and proper compliance with terms and conditions of this Agreement is necessary to protect the reputation of the County or the Commission, as the case may be, and the continuing eligibility for the Grant, and that in the event of a breach or a threatened breach by the Commission or the County of any of the provisions of this Agreement, the County or the Commission, as the case may be, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to an injunction in order to prevent or to restrain any such breach or threatened breach by the other party, or by any of its agents, representatives, employees or advisors and any and all persons directly or indirectly acting for or on behalf of the other party. The Commission and the County each further covenant and agree that the other party is entitled to recover all of the costs expended in relation to those steps, including but not limited to the full solicitor and his own client costs on a full indemnity basis, plus GST and disbursements incurred in any action either party may take in that regard.

**10. ADDITIONAL TERMS AND CONDITIONS**

- 10.1 The Parties agree that the additional terms and conditions attached as Schedule "A" to this Agreement form part of this Agreement and are binding upon them.
- 10.2 All of the Schedules and Recitals to this Agreement form part of this Agreement.

**IN WITNESS WHEREOF** the Parties have made this Agreement effective as of the Effective Date.

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

**HIGHWAY 28/63 REGIONAL WATER  
SERVICES COMMISSION**

Per: \_\_\_\_\_  
Name:  
Position:

Per: \_\_\_\_\_  
Name:  
Position:

Per: \_\_\_\_\_  
Name:  
Position

Per: \_\_\_\_\_  
Name:  
Position:

**SCHEDULE "A"**

**Additional Terms**

1. *Non-Merger*

This Agreement or any modification, partial or complete discharge, dealing, act or omission by or on the part of the County or any action commenced or order obtained in relation to all or any of the foregoing shall not operate or be deemed to operate so as to suspend, merge, affect or in any way prejudice any of the rights of the County hereunder, or be deemed to operate as the release, discharge or in any way suspend this Agreement.

2. *Non -Waiver*

Nothing contained in or arising in relation to this Agreement shall in any way obligate, bind or require the County to enforce all or any of its rights under this Agreement and any lack of action on the part of the County to enforce its rights under this Agreement shall not operate as a waiver of the Commission's obligations under this Agreement. The waiver by either Party hereto of a breach or violation of any term or provision of this Agreement by the other Party hereto shall not operate or be construed as a waiver of any subsequent breach or violation.

3. *Notices*

Any notice, payment, communication or document (hereinafter collectively referred to as "Notice") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have properly been given by one Party to the other when delivered by hand, mailed by first class certified or registered mail, postage prepaid, or transmitted by telecopier. Any Notice delivered by hand shall be deemed to be received by the other Party on the Business Day of delivery, any Notice mailed as provided for above shall be deemed to have been received by the other Party on the third (3rd) Business Day following the date of mailing, while any Notice transmitted by telecopier (fax) shall be deemed to have been received by the other Party on the date of transmission, if that date is a Business Day, otherwise it shall be deemed to have been received on the Business Day following the date of transmission.

Any Notice required or permitted to be given under this Agreement shall be sent to the following addresses or telecopier (fax) numbers:

If the County:                      5015 – 49 Avenue  
                                                 St. Paul, Alberta  
                                                 T0A 3A4  
                                                 Attention:        CAO  
                                                 Fax:                780-645-3104  
                                                 E-Mail:           skitz@county.stpaul.ca

If to the Commission:            c/o PO Box 310  
                                                 Smoky Lake, Alberta  
                                                 T0A 3C0  
                                                 Attention:        Manager  
                                                 Fax:                780-656-3768



E-Mail: collikka@smokylakecounty.ab.ca

4. *Non-Assignment*

The Commission agrees that it has no right to assign, nor shall it assign, in whole or in part, any of its rights or obligations arising pursuant to this Agreement.

5. *Enurement & Survival*

The provisions of this Agreement shall enure to the benefit of the Parties hereto and shall be binding upon them, their legal representatives, heirs, and their successors and permitted assigns. The obligations to indemnify contained within this Agreement shall survive the expiration of the Term and the termination of this Agreement for any reason whatsoever.

6. *Whole Agreement*

This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all prior written or oral agreements or understandings.

7. *Amendment*

No amendment, alteration, modification or waiver of any provision hereof shall be valid unless in writing and signed by both Parties hereto.

8. *Severance*

The invalidity of any one or more words, phrases, sentences, paragraphs, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portion(s) of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, paragraphs, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, paragraph or paragraphs, clause or clauses, or section or sections had not been inserted into this Agreement.

9. *Further Assurances*

The Parties hereto shall respectively do all acts and things and execute all documents in a reasonable period of time which are reasonably required to give effect to this Agreement.

10. *Time of the Essence*

Time shall be of the essence of this Agreement.

11. *Applicable Law and Jurisdiction*

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the Parties hereto expressly attorn to the jurisdiction of the Courts of the Province of Alberta.

*12. Electronic Signature*

This Agreement shall be valid and binding upon a Party if signed by that Party by means of the electronic or scanned copy of the signature of that Party without the use of the corporate seal of that Party.

*13. Counterpart Execution*

This Agreement may be validly executed in counterpart.

*14. Independent Advice*

Each Party agrees that it has obtained independent legal advice in respect to the preparation review and execution of this Agreement, that it understands its meaning content and intent and did so prior to execution thereof by that Party, and that each Party has made this Agreement freely voluntarily and without duress.

*15. Legally Binding*

Each Party warrants to the other that it is legally competent to enter into this Agreement, and that both the execution of this Agreement and the performance of this Agreement by each of the Parties has been properly authorized by that Party.

**SCHEDULE "B"**

**Dispute Resolution Procedure**

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
- (d) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (e) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (f) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (g) **"Party"** means a party to the Agreement to which this Dispute Resolution Procedure is attached, and **"Parties"** means more than one of them; and
- (h) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.

2. **Continued Performance**

Notwithstanding the initiation or on-going conduct of any portion of the Dispute process contemplated within this Schedule, unless otherwise agreed to by the Parties each Party shall be obligated to continue to perform their obligations under this Agreement including, without restriction, continued conduct of the Project and payment of amounts contemplated under this Agreement.

3. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.

4. **Negotiation** - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.
5. **Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.
6. **Arbitration**
  - (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
  - (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the

foregoing, any such Arbitration shall be conducted in the English language;

- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
    - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
    - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
  - (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
  - (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
7. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
8. **Location** - The place for Mediation and Arbitration shall be agreed upon by the Parties.
9. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
10. **Costs** - Subject to clause 6(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
11. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of

privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

12. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.
13. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.



*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. Municipal Internship Program - Second Year Extension

#20171207006

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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Kaitlyn Kenney has been employed with the County as our Municipal Intern for the period of May 2017 to present. Municipal Affairs has provided funding for this position of \$43,000 for the first year of this internship. The County's contribution for the position in the first year is \$30,200.

Under this program, Municipal Affairs will fund a second year for the intern at a reduced rate of \$21,500 (\$19,000 for salary, \$1,500 for benefits, and \$1,000 for professional development. Therefore the County will have a larger contribution in order to keep the position for an additional year.

The main advantage is that she has been with the organization for one year and this will be a great asset as we move into the second year of the internship, particularly with her background in land use planning with the IDP and ICF projects ongoing. Additional municipal costs for the position into the second year are estimated at approximately \$20,000. There is no competition for the \$21,500; the County simply must forward a letter requesting the funding. Also, in the second year, there are no mandatory workshops for interns or supervisors.

Kaitlyn has expressed interest to the Director of Corporate Services that she is interested in extending the internship for an additional year until May 5th, 2019.

#### Recommendation

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Administration is recommending to apply for second year funding for Kaitlyn Kenney under the Alberta Community Partnership Grant - Municipal Internship stream.

#### Additional Information

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**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

### 8.14. Elk Point Recreation Grants

#20171205005

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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During the 2017 budgeting process, Council allocated \$75,000 for Elk Point Recreation Grants. In February, \$2229.52 was allocated to the Elk Point Theatre Group for microphones and \$25,000 to the AG Ross Arena for roof repairs. \$47,770.48 remains to be allocated.

#### Recommendation

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After consulting with the local Councillors, administration is recommending to allocate 25% of the balance in the grant fund (\$47,770.48) to GG Baker Riding Arena, \$3,000 to the Elk Point Regional Allied Arts and split the balance between the AG Ross Arena and the Curling Rink:

- CG Baker Riding Arena - \$11,942.62
- Regional Allied Arts - \$3,000
- AG Ross Arena - \$16,413.93
- Curling Rink - \$16,413.93

#### Additional Information

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**Originated By :** pcorbiere



## Issue Summary Report

### 8.15. 2018-2019 Alberta Community Partnership Grants

#20171207005

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

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The Alberta Community Partnership Grants will be announced shortly for the 2018-2019 intake. The Intermunicipal Collaboration (IC) component is the stream where municipalities collaborate to carry out initiatives. IC applications are due on January 2, 2018.

- IC project ranking criteria have been updated to ensure that projects that directly produce frameworks for regional approaches to service delivery, such as shared service agreements or intermunicipal development plans, under core service categories receive the highest priority for grant funds.
- The IC project maximum is \$200,000.
- Projects related to implementing regional services including facility construction, equipment purchases, pilots, training, and system upgrades are no longer eligible under the IC component.
- The IC application limit is one application per managing partner. Municipalities can participate as a project participant in more than one application.

County Council has already approved applying for the following projects and partnerships:

- Stormwater Management Plan Study (Town of St. Paul lead; with County as a partner)
- Rural ICFs (County lead, MD Bonnyville, Smoky Lake County, Lac La Biche County, County of Vermilion River, and County of Two Hills as partners) \*\* This is subject to approval by these neighbouring municipalities. Administration has contacted CAOs of all five neighbours to gauge interest.
- Urban ICFs (Town of Elk Point lead, County, Summer Village of Horseshoe Bay, and Town of St. Paul as partners)

Administration is recommending submitting one additional application for a Transportation Corridor Condition Assessment Study that will inform the County's asset management system. The County of Two Hills has offered to be the managing partner for this project.

Administration is looking for a motion to submit an ACP application for this project subject to resolutions being passed by all partnering municipalities.

## **Recommendation**

---

Administration is recommending that the County of St. Paul submit applications under the Alberta Community Partnership Grant Program for the following projects:

- Partner with the County of Two Hills on an Alberta Community Partnership Grant application for the purpose of completing a Transportation Corridor Condition Assessment Study with the County of Two Hills as the managing partner.

## **Additional Information**

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**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

### 8.16. Sale of Equipment

#20171206007

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

During the December 4th budget meeting, Council reviewed the list of County equipment and discussed the following items which are no longer required by public works:

- 1986 CAT D7G
- 2008 Schulte SDX-110 Snow Blower
- Broom – attachment for JD7200 Tractor

At the meeting, Public Works suggested that it would be beneficial to sell the items through Mitchner Allen Auctions to get the best exposure for the type of the equipment it is. Council gave Public Works direction to proceed with the sale of the equipment.

#### Recommendation

---

Motion to ratify the sale of the following items, through Mitchner Allen Auction:

- CT-20 - 1986 CAT D7G, Serial # 92V12906
- SB-01 - 2008 Schulte SDX-110 Snow Blower, Serial # B11000005811 (includes FM 230 Front 3 pt hitch, Serial # F23000033811 and FM 250 Belly Mount Frame)
- Broom – attachment for JD7200 Tractor

#### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
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[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.17. Letter from Bev and Warren Smith re Beaver Control

#20171206002

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Attached is a letter from Bev and Warren Smith with an excerpt from the MD of Bonnyville October 25th highlights regarding Flooding Mitigation which states that the MD of Bonnyville has hired contractors to trap and reduce beavers throughout their municipality. Mr. and Mrs. Smith are requesting that the County take on the responsibility of beaver control and that staff members have the ability to hire contractors to monitor beaver populations and quickly respond to problem situations.

#### Recommendation

---

Administration is recommending to send a letter to Mr. & Mrs. Smith informing them of the procedure ASB follows for beaver control and to provide a copy of the County's Beaver Control policies.

#### Additional Information

---

**Originated By :** pcorbiere

## Appendix 1 for 8.17.: Letter - Bev and Warren Smith

Box 43  
Lindbergh AB  
TOA 2JO

RECEIVED NOV 16 2017

November 8, 017

Attention:

Steve Upham, Reeve  
Darryl Younghans, Councillor Division #1  
Sheila Kitz, CAO

I have enclosed an article from the Tuesday, October 31 St. Paul Journal for your information:

*The October 25, 2017 Council Highlights from the municipal District of Bonnyville No. 87*

We are very interested in item: Flooding Mitigation

□#3 **Flooding Mitigation** – The M.D. has hired nine contractors to trap and reduce beavers throughout the M.D. until mid-November. Staff continue to remove beaver dams in flooded agricultural areas in the Riverhurst, Ardmore, Beaverdam and Iron River areas. Work is being done along the Iron Horse Trail and Highway 28 to relieve flooding issues. This work will continue until freeze up. Staff are going back to the same locations about 10 days later to do more work, as “busy as a beaver” does have basis in fact. Staff are also working with Cold Lake First Nations, Carillion and Alberta Environment to remove dams. Cold Lake First Nations is doing their own pest control. The M.D. is hosting a Trapper’s Course on December 1 to 3. Please call 780-826-3951 to register.

We would like to see our County have a staff member take on the responsibilities of beaver control. We would hope the person in position would have the ability to hire contractors to monitor beaver populations and quickly respond to problem situations.

Would you please put this request on the agenda of a future council meeting.

Beverly and Warren Smith  
Laurier Lake



## COUNTY OF ST. PAUL NO. 19

### BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

#### **POLICY OBJECTIVE:**

To establish a policy that clearly defines the County's approach to beaver activity and the effects of this activity on public land.

#### **POLICY STATEMENT:**

- 1) In recognition that beaver activity can negatively impact municipal infrastructure, the County of St. Paul No. 19 will undertake beaver control when such activity is causing or has the potential to cause, any detrimental effects on County roads and public works associated with drainage.
- 2) All beaver dam removals will be completed in accordance with the County of St. Paul No. 19's Beaver Dam Removal Plan and the conditions set out by the Department of Fisheries and Oceans in their letter of advice to the County of St. Paul No. 19.
- 3) The County of St. Paul No. 19 will obtain easements from adjacent residents. The County must have possession of these easements prior to the commencement of the control work. It is also the County's responsibility to notify landowners that may be adversely affected (upstream and downstream) by the removal of a beaver dam(s).





## COUNTY OF ST. PAUL NO. 19

### BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

#### **POLICY OBJECTIVE:**

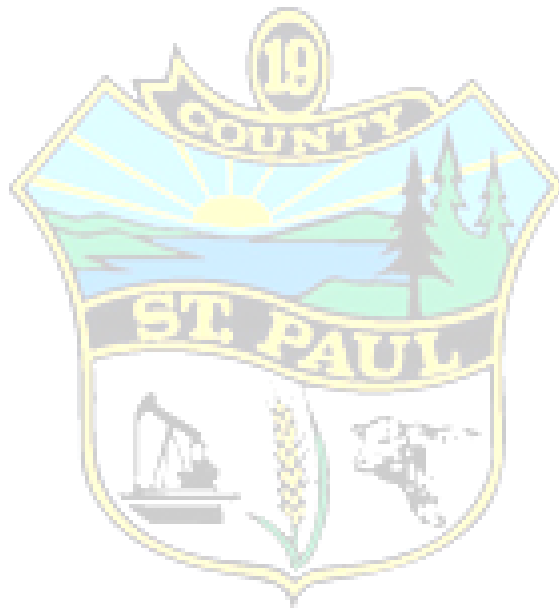
To establish a policy that clearly defines the County's approach to beaver activity and the effects of this activity on private land.

In recognition that beaver activity can negatively impact local ratepayers and their private property, the County of St. Paul No. 19 will perform beaver control on private land within the boundaries of the County of St. Paul No. 19 on a complaint basis. Residents can apply for this service using the County's Beaver Control Application Form. The fee for this service can be found in the Fee Schedule Bylaw and will be charged to the landowner or occupant for each individual beaver dam that requires removal. In the event that more than one unit requires removal, the fee will be applied to each individual unit.

#### **POLICY STATEMENT:**

- 1) Landowners are responsible for requesting the appropriate authorization from the Department of Fisheries and Oceans, whether it be a letter of acknowledgment or a permit.
- 2) All beaver dam removals will be completed in accordance with the County of St. Paul No. 19's Beaver Dam Removal Plan and the conditions set out by the Department of Fisheries and Oceans in their letter of advice to the County of St. Paul No. 19.
- 3) A "Permission to Enter Form" must be signed by the landowner before the commencement of work.
- 4) It is the Applicant's responsibility to acquire all the necessary signed easements from adjacent landowners that may have beaver dams that are affecting their property. The County must have possession of these easements prior to the commencement of the control work. It is also the Applicant's responsibility to notify landowners that may be adversely affected (upstream and downstream) by the removal of a beaver dam(s).

- 5) The County of St. Paul and their employees have the right to refuse any requests by a Landowner on his/her property at their discretion. If, in the opinion of the Blaster in charge, the control work cannot be carried out safely by Municipal Staff, the responsibility for control will be with the Landowner or Occupant. It is the responsibility of the Landowner and/or occupant to remove any problematic beavers in accordance with all federal, provincial and municipal laws and regulations.





*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. Water North Coalition

**#20171206016**

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

At the August Council Meeting, Council denied the request from the Water North Coalition for the \$100 annual membership fee as they felt it was a duplication.

The Water North Coalition is now requesting if Council wants to appoint an elected official and/or designate from the County of St. Paul to the WNC. CAO Sheila Kitz and Kyle Attanasio, Director of Corporate Services were on their contact list for the County of St. Paul, however no one attended any meetings in 2017.

#### Recommendation

---

Administration is recommending to deny the request to appoint a member to the Water North Coalition.

#### Additional Information

---

**Originated By :** pcorbiere

Athabasca County  
Big Lakes County  
Birch Hills County  
City of Cold Lake  
City of Grande Prairie  
County of Grande Prairie  
County of Northern Lights  
County of St. Paul  
Gift Lake Metis Settlement  
Lac La Biche County  
Mackenzie County  
MD of Fairview  
MD of Greenview  
MD of Lesser Slave River  
MD of Opportunity  
MD of Peace  
MD of Smoky River  
Northern Sunrise County  
Regional Municipality of Wood Buffalo  
Saddle Hills County  
Woodlands County  
Town of Beaverlodge  
Town of Bonnyville  
Town of Fairview  
Town of Grande Cache  
Town of Grimshaw  
Town of High Level  
Town of Peace River  
Town of Rainbow Lake  
Town of Sexsmith  
Town of Slave Lake  
Town of Valleyview  
Town of Wembley  
Village of Berwyn  
Village of Boyle  
Village of Hythe  
Village of Rycroft  
Advanced Technology Applications (ATAP)  
Alberta Association of Municipal Districts & Counties (AAMDC)  
Alberta Environment and Parks (AEP)  
Alberta Municipal Services Corporation (AMSC/AUMA)  
Alberta Water & Wastewater Operators Association (AWWOA)  
Aquatera  
Aspen Regional Water Services (ARWSC)  
Beaver River Watershed Alliance  
Lesser Slave Lake Watershed Council  
Mighty Peace Watershed Alliance  
Northern Lakes College  
Portage College  
Smoky River Regional Water Commission



For Information Contact the Chair:  
Bob Marshall  
County of Grande Prairie  
[waternorthcoalition@gmail.com](mailto:waternorthcoalition@gmail.com)

Northern Alberta Development Council

206 Provincial Building  
9621 – 96 Avenue  
Bag 900-14

Peace River AB T8S 1T4

T 780.624.6274

TF first dial 310.0000

E [nadc.council@gov.ab.ca](mailto:nadc.council@gov.ab.ca)

[nadc.ca](http://nadc.ca)

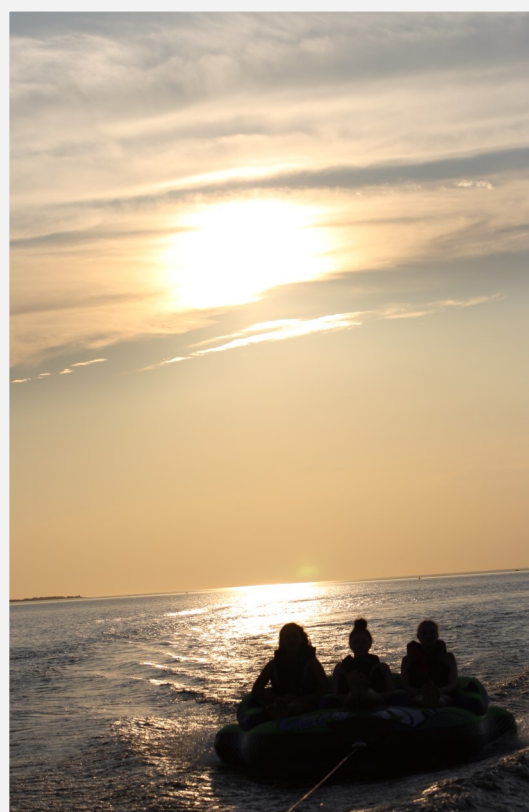
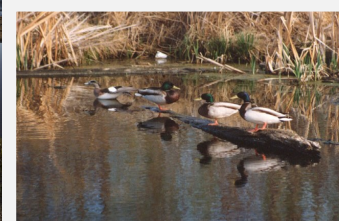
# Water North Coalition





## Vision

The group seeks to ensure, through collaboration, that sustainable water systems are available to every northern community.



## Guiding Principles:

1. Share information on water and wastewater regulations and responsibilities
2. Work collaboratively with members and partners
3. Identify emergent workforce needs
4. Advocate for “made in the north” solutions and funding for training, education, recruitment and retention, succession planning for municipal water/wastewater personnel

## Mission

Find and implement northern solutions to water sourcing and water challenges through:

- Advocacy
- Public Education
- Attraction and retention
- Training

## Membership

Membership is free.

Members are allotted one vote per community.

### ***Eligible voting members include:***

Northern municipalities, First Nations & Metis Settlements

### ***Non-voting members serve in an advisory capacity and include:***

Water/wastewater commissions and professionals, Provincial/Federal Government, Rural Water Co-ops, Owners and Operators.

The Coalition meets four times annually in rotating locations across the north.

The WNC is supported administratively by the Northern Alberta Development Council, a provincial advisory body mandated to advance the development of the north.

The coalition is inclusive of the NADC region.





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## Issue Summary Report

### 8.19. Regional Crime Forum

#20171206012

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

December 1<sup>st</sup>, Deputy Reeve Fodness attended the Regional Crime Forum hosted by the MD of Bonnyville, in the absence of the Reeve. The meeting was lengthy as there were a lot of speakers followed by a question and answer session which closed the evening.

Does Council want to provide support to the MD of Bonnyville in the event they lobby the Provincial government? Deputy Reeve Fodness will provide Council with a report.

#### Recommendation

---

Motion to ratify Deputy Reeve Fodness' attendance at the Regional Crime Forum in Bonnyville on December 1.

Provide a letter of support to the MD of Bonnyville in the event they lobby the government.

#### Additional Information

---

**Originated By :** pcorbiere



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## Issue Summary Report

### 8.20. Meeting with Dean of Indigenous Language

#20171206013

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Deputy Reeve Fodness attended a meeting on Friday, December 1<sup>st</sup> at David Hanson's office, in the Reeve's absence. The meeting was called by Marilyn Shirt, Dean of Indigenous Language. The invite included MLA Dave Hanson, Town of St. Paul Mayor Maureen Miller, Charles Wood (Seven Nations & Director on Blue Quills Governance Board) Marilyn Shirt, Sherri Chisan (Acting President Blue Quills), Nancy Pratch, Kehewin Councillor Ben Badger and Pauline, Chairwoman of Blue Quills.

Deputy Reeve Fodness will give a report on this meeting.

#### Recommendation

---

Motion to ratify Deputy Reeve Fodness' attendance at the Meeting with the Dean of Indigenous Language on December 1.

#### Additional Information

---

**Originated By :** pcorbiere





*County of St Paul No 19*  
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## Issue Summary Report

### 8.21. Business Support Network Meeting

#20171206014

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

The Chamber of Commerce will be hosting their next Business Support Network Meeting and Roundtable on December 19th at the Canalta from 11:30 am to 1:00 pm.

#### Recommendation

---

Motion to appoint Reeve Upham to attend the Business Support Network Meeting and Roundtable on November 19th.

#### Additional Information

---

**Originated By :** pcorbiere



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[www.county.stpaul.ab.ca](http://www.county.stpaul.ab.ca)

## Issue Summary Report

### 8.22. Annual Law Seminars - February 15 & 16

#20171205007

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

The Annual Emerging trends in Municipal Law Seminar sponsored by Brownlee LLP will be held Thursday, February 15, 2017 at the Expo Centre in Edmonton. Topics include - Select MGA Regulations, Emergency Management and Cannabis & the Municipality. Registration is \$169.

The Reynolds Mirth Richards Farmer Annual Law Seminar will be held on Friday, February 16, 2017 also in Edmonton. The Agenda is not out for this seminar yet. Registration is \$100.00.

#### Recommendation

---

Administration is recommending to approve all of Council and the appropriate staff to attend the Brownlee LLP Law Seminar on February 15 and the RMRF Law Seminar on February 16, 2017 in Edmonton.

#### Additional Information

---

**Originated By :** pcorbiere



*County of St Paul No 19*  
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## Issue Summary Report

### 8.23. Alberta CARE Spring Seminar - Feb. 28 to March 2

#20171206015

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

The Alberta CARE Spring Seminar will be held February 28 to March 2, 2018 in Brooks. Registration for the Conference is \$425.

#### Recommendation

---

Administration is recommending to approve Warren Leister and Tim Mahdiuk to attend the Alberta CARE Spring Seminar in Brooks from February 28 to March 2, 2018.

#### Additional Information

---

**Originated By :** pcorbiere



## 8th Annual Alberta CARE Spring Seminar

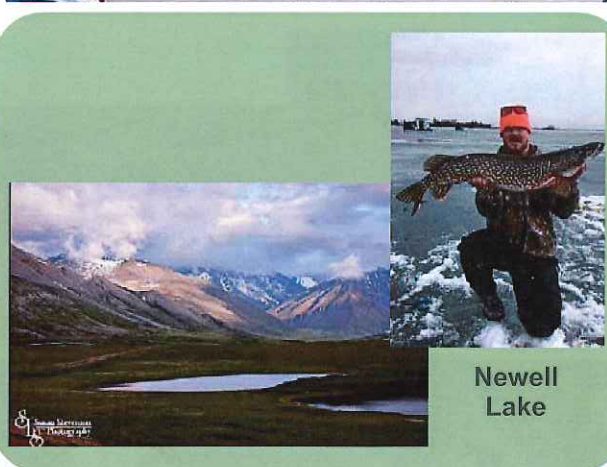
February 28th-March 2nd

# 2018

### Accommodations

**Heritage Inn Hotel and Conference Centre**  
1217 2nd Street West, Brooks, AB  
(403) 362-6666

#### Block of Rooms under "Alberta CARE"



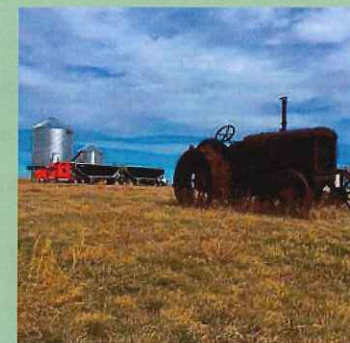
Newell  
Lake

## 8th Annual Alberta CARE Spring Seminar

February 28th-March 2nd

# 2018

**Heritage Inn Hotel and Conference Centre**  
1217 2nd Street West, Brooks, AB  
1-403-362-6666



Harvest Wheatland



Brooks Aqueduct

Please forward registrations & payment to:  
**ALBERTA C.A.R.E.**

Linda McDonald, Executive Director  
5212-49 Street

Leduc, AB T9E 7H5

Toll Free: 1.866.818.CARE (2273)

Fax: 780.980.0232

Email: [executivedirector@albertacare.org](mailto:executivedirector@albertacare.org)

Web: [www.albertacare.org](http://www.albertacare.org)

### Who Should Attend?

- Municipal Elected Officials
- Waste Management Employees
- Public Works Employees
- Landfill Operators
- Government Waste Management Agencies
- Community Recycling Associations and Non-Profit Groups
- Waste Management Businesses
- Environmental Organizations
- School Boards, Education Facilitators
- Anyone interested in Reusing, Reducing, Recycling and Recovery

**Silent Auction**  
**Going once...**

**Going twice...**

Beginning February 28/18  
Ends March 2/18 at 8:00 p.m.



**Tuesday,  
February 27th**

Tuesday: 9:00 - 4:00 p.m. Transfer Station Fundamentals Course  
Register separately with [executivedirector@albertacare.org](mailto:executivedirector@albertacare.org)

**Wednesday,  
February 28th**

10:00 a.m. - 5:00 p.m. Registration and Exhibit Set-up

11:00 a.m. Light Lunch and Refreshments

1:00 p.m. TOUR

- Newell Regional Landfill & Composting Site
- Transfer Station
- AG Bag Bales - Live DEMO - Wheatland County
- A Stop at a Rustic Bar

OR

- Guided Ice Fishing (tentative)

(Buses provided)

5:00 p.m. COCKTAILS (Cash Bar)

6:00 p.m. Welcoming Remarks from the Mayor of City of Brooks  
Welcoming Remarks from the Reeve of County of Newell

6:30 p.m. BUFFET BANQUET

8:00 p.m. Entertainment

Register 3 or more  
Delegates  
and receive a....

**10% Discount!**

This Conference is Alberta Environment approved  
for 'Continuing Education Units'

**Thursday,  
March 1st**

7:00 a.m. Exhibit Viewing & Buffet Breakfast

8:00 a.m. Welcome - Tom Moore, Chairman, Alberta CARE

8:15 a.m. Regional Overview by Mayor of the City of Brooks  
and the Reeve of the County of Newell

9:00 a.m. **NEW** AG Film/Grain Bags to Market  
Chris Neilson, DMS Environmental

9:45 a.m. **NEW** How to Save \$\$ by Real Time" Mobile Device  
Camsel Survey Systems, Calgary, AB

10:30 a.m. LaFarge Low Carbon Fuels Replacement  
Rustum Punja, Co-Processing Manager

11:15 a.m. **BUFFET LUNCHEON**

12:15 p.m. TOUR



- GEEP Electronics Processing Plant  
Calgary, AB  
(tour provided to municipal delegates only  
due to security reasons)

(Buses provided)

OR

- Brooks and District Museum
- Dinosaur Provincial Park

5:00 p.m. COCKTAILS (Cash Bar)

6:30 p.m. BUFFET BANQUET

9:00 p.m. HOSPITALITY EVENING - Hosted by K&K Recycling



Dinosaur Provincial  
Park



**Friday,  
March 2nd**

7:00 a.m. Exhibit Viewing/ Hot Buffet Breakfast

8:30 a.m. Post Landfill - Post Closure  
Walter Brodowski, P. Eng., SALBRO Consulting

9:15 a.m. New Diversion Program/Compost Program/  
Greenhouse Gas Credits  
City of Medicine Hat, AB

10: a.m. Alberta Asbestos Waste - New Changes to the  
Regulations  
Matt Rogerson, Alberta Government

10:45 a.m. Closing Remarks - Tom Moore, Chairman  
Alberta CARE

11:00 a.m. **Conference Ends**

(Coffee Side Board During Morning Sessions)

Alberta's Centennial City



**Wheatland  
County**



**Cancellation Deadline  
February 20th**

Printed on 100% Post-Consumer Recycled Paper



ALBERTA Coordinated Action for  
Recycling Enterprises (CARE)  
1-866-818-2273 Toll Free  
1-780-980-8089 Phone  
1-780-980-0232 Fax



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## Issue Summary Report

### 8.24. International Institute of Public Participation (IAP2) Training Course

#20171207007

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Kaitlyn Kenney has requested to attend International Association of Public Participation (IAP2) training from April 16 to 20, 2018 in Edmonton. This training would endow Kaitlyn with a professional designation that will prove valuable throughout her career as well as with the County as we navigate several special projects with public participation components.

The Certification Program is a new professional designation available to IAP2 Canada members. Certification proves, through independent assessment, that you have demonstrated the basic knowledge and skills required to perform the role of public participation (P2) professional. The designation Certified Public Participation Professional (CP3) is the assurance that the practitioner meets a set of internationally-recognized criteria.

The cost of the training at the early bird registration rates is \$1827.50 + GST. The County would be able to cover the costs of training with the professional development portion of the ACP Grant provided by Municipal Affairs.

#### Recommendation

---

Administration is recommending to approve Kaitlyn Kenney to attend IAP2 Certification Training in Edmonton from April 16 to April 20 to be funded by the ACP- Municipal Internship Grant funding.

#### 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

### 8.25. Special Meeting - December 20

#20171206017

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

Following the Policy Meeting on Monday, December 18, a special meeting will be required to approve the policies that must be in place due to changes to Employment Standards taking effect January 1, 2018.

A Special Meeting of Council can be called under Section 194(3) of the MGA by giving at least 24 hours' notice in writing to each councilor and the public stating the purpose of the meeting and the date, time and place at which it is to be held.

#### Recommendation

---

Motion to schedule a special meeting for Wednesday, December 20 at 10:00 a.m.

#### Additional Information

---

**Originated By :** pcorbiere



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

## Issue Summary Report

### 8.26. December Public Works Meeting

#20171205006

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

#### Background

---

The regularly scheduled date for the December Public Works Meeting falls on December 26th. As per resolution OM20171023.1075, Public Works meetings are scheduled for the 4th Tuesday of each month unless otherwise changed by a resolution of Council.

#### Recommendation

---

Administration is recommending to cancel the December 26, 2017 Public Works Meeting.

#### 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

**#20171129003**

**Meeting :** December 12, 2017 Council Meeting

**Meeting Date :** 2017/12/12 10:00

**Meeting Type :** Council Meeting

### Additional Information

---

**Originated By :** skitz