



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

September 14 Council Meeting

Friday, September 14, 2018

Start time 10:00 AM

AGENDA

1. **Call to Order**
2. **Minutes**
 - 2.1 **August 14, 2018 Council Meeting (2018/08/14)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **Closed Session**
 - 5.1. **Closed Session**
6. **Business Arising from Minutes**
 - 6.1. **Ashmont Gazebo**
 - 6.2. **Lease Agreement with Mallaig Chamber of Commerce**
7. **Delegation**
 - 7.1. **10:30 a.m. - Caroline Adamczuk-Sech re Structures encroaching on MR**
 - 7.2. **11:00 a.m. - Shayne Saskiw & Janelle Saskiw, Alberta Counsel**
 - 7.3. **11:30 a.m. - Public Hearing - Bylaw 2018-15 Amend Land Use Bylaw 2013-50**
 - 7.4. **1:00 p.m. - Anton Bester, Urban Systems**
 - 7.5. **1:30 p.m. - Amber Lapatak - Closed Session**
8. **New Business**
 - 8.1. **Certificate in Municipal Management and Leadership Program**
 - 8.2. **Subdivision and Development Appeal Board Training**
 - 8.3. **Request for Funding - Grandparent Day Walk**
 - 8.4. **Elk Point Lions - Night Golf**
 - 8.5. **Devon Canada - Request for Signage**
 - 8.6. **Bylaw 2018-17 - Wording Change to Section 7.22**
 - 8.7. **Request for Permit to Widen MR for Access to Floatingstone**

- 8.8. **Request to Brush Road Allowance**
- 8.9. **Letter of support for RCMP**
- 8.10. -
- 8.11. -
- 8.12. -
- 9. **Correspondence**
- 10. **Reports**
 - 10.1. **CAO Report**
- 11. **Upcoming Meetings**
- 12. **Financial**
 - 12.1. **Budget to Actual**
 - 12.2. **Listing of Accounts Payable**
 - 12.3. **Council Fees**
- 13. **Adjournment**

5. Closed Session

5.1. CLOSED SESSION



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

Issue Summary Report

5.1. Closed Session

#20180911001

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Information to be provided at the Meeting.

Recommendation

that pursuant to Section 197(2) of the MGA, County Council moved into Closed Session and close the meeting to the public as per Section 23, Division 2, Part 1 of the FOIP Act.

Additional Information

Originated By : pcorbiere

6. Business Arising from Minutes

- 6.1. ASHMONT GAZEBO
- 6.2. LEASE AGREEMENT WITH MALLAIG CHAMBER OF
COMMERCE



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

Issue Summary Report

6.1. Ashmont Gazebo

#20180910001

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

At the July 27 Public Works Meeting, Council discussed the gazebo in the Hamlet of Ashmont which is situated on the County's siding lands and had been looked after by a group of volunteers from the community, which now consists of only two members. The gazebo has been vandalized and is in need of repair. At that meeting, Council made a motion that administration send letters to the Ashmont Legion and Ashmont Ag Society requesting if they would be interested in maintaining the structure after it is repaired and/or provide supervision going forward. The letters were mailed out with a deadline of September 7, 2018 to reply.

The Ashmont Legion has replied and are able to assist with community awareness to prevent further vandalism to the facility and will encourage the Ashmont Ag Society and local Fire Department volunteers to have additional eyes and ears to prevent reoccurrence of the negative activities. The Legion cannot provide any financial support and does not have capacity to provide manpower for ongoing maintenance but may be able to provide manpower through work bees.

We have contacted the Ashmont Ag Society. They will give us a verbal response before the meeting on Friday.

Recommendation

Administration is looking for direction from Council on how to proceed.

Additional Information

Originated By : tmahdiuk

Appendix 1 for 6.1.: Ashmont Gazebo

Ashmont Gazebo July 9th 2018

50 metal 6 foot post – 300 linear feet 4 inch pipe and reflective paint

3 signs - \$5000.00 fine for unauthorized vehicles

Signage replaced on line - metal posts

2 quad gates

Chain-link fence

1 gallon - Paint heat resistant black trem-clad

5 sheets of red tin for roof repair

Permanent sponsor plaque welded to frame on interior

Welding repairs to stove and door installation – estimated \$600.00

Metal frame table and link to ^{Secure} chair to interior and garbage can

Plexiglas and framing bolt replacement???

Appendix 2 for 6.1.: Letter from Ashmont Legion

September 11, 2018

Tim Mahdiuk
Director of Community Services
County of St. Paul #19
Hand Delivered

Dear Tim:

The Ashmont Legion discussed your letter of August 16th, 2018, at our monthly meeting concerning, a community strategy for a working relationship for the Ashmont gazebo with the County of St. Paul and the Ironhorse Trail committee.

We agree to assist with community awareness to prevent further vandalism to the facility. We will also encourage the support of other community organizations, Ashmont Agricultural Society and our local Fire Department volunteers to have additional eyes and ears to prevent the reoccurrences of negative activities, as in the past.

The Ashmont Legion does not have any financial commitment to the project or will we fundraise for required items for the gazebo. The membership also does not have the capabilities to provide manpower assistance toward ongoing maintenance, however notification of work bees may have some individuals attend and keep a link with project awareness for our membership.

We look forward to your response to the Ashmont Legion membership's decision.

Linnette Newby
for
Ashmont Legion Membership



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

Issue Summary Report

6.2. Lease Agreement with Mallaig Chamber of Commerce

#20180910004

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

The 25 year lease agreement with the Mallaig Chamber of Commerce for Lot 1MR, Block 7, Plan 0928675 in SE 25-60-10-W4 (Museum property) expired on May 1, 2018. The agreement was with the Chamber of Commerce as the Mallaig and District Museum Society was not established until 1995. A new 25 year lease is being presented to Council for approval under the name of the Mallaig and District Museum Society.

Recommendation

Administration is recommending to approve the 25 year lease with the Mallaig and District Museum Society for 6.32 acres Lot 1MR, Block 7, Plan 0928675 in PSE 25-60-10-W4, effective May 1, 2018.

Additional Information

Originated By : pcorbiere

RECREATION LAND LEASE

THIS INDENTURE made in duplicate this ____ day of _____ A.D., 20 ____.

BETWEEN:

THE COUNTY OF ST. PAUL NO. 19
(hereinafter called the "Lessor")

- and -

**MALLAIG & DISTRICT MUSEUM
BOX 211
MALLAIG, ALBERTA T0A 2K0**

(hereinafter called the "Lessee")

WHEREAS the Lessor is the registered owner of the Lands; and

WHEREAS the Lessor has agreed to grant the Lessee the right to lease the Lands, subject to the terms, covenants, and conditions contained herein.

NOW THEREFORE, in consideration of the leasing of the Lands, as well as the mutual covenants and agreements hereinafter contained and to be respectively observed and performed by the parties, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

1) The following terms will have these corresponding definitions:

a) "Lands" means all that portion located at **PSE 25-60-10-W4, Lot 1MR, Block 7, Plan 0928675** containing **6.32** acres, more or less, reserving unto her Majesty, all mines and minerals.

b) "Lease" means this agreement and the schedules hereto, as from time to time amended in writing and agreed to by the parties hereto;

c) "Term" means the tenure of this Lease as specified in Section 3.1 of this agreement.

SECTION 2: DEMISE

1) The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the surface of the Lands for the Term, and upon and subject to the covenants, conditions, and agreements herein expressed.

SECTION 3: TERM

- 1) The Lessee shall have the Lands for the period commencing on the 1st day of May, 2018 and expiring April 30, 2043.

SECTION 4: RENT

- 1) The Lessee shall pay to the Lessor Rent for the use of the Lands subject to this Agreement in the amount of **1.00 Dollars** per annum, the receipt of which is hereby acknowledged.

SECTION 5: USE AND OCCUPANCY OF THE LANDS

5.1 USE OF THE LANDS

- 1) Subject to the terms, covenants, and conditions contained in this Lease, as well as the performance of all obligations of the Lessee contained within this Lease, the Lessee shall be permitted to use the Lands continuously for recreational purposes and for no other use whatsoever, provided always that any such use of the Lands by the Lessee shall be undertaken at the Lessee's sole risk, and that the Lessor shall not be obligated to compensate the Lessee for any damage whatsoever which may occur to the Lands and in particular for damage to machinery, and the like, at any time upon the Lands. The Lessee shall not carry on nor permit to be carried on upon the Lands any other trade, business, or activity without prior written consent of the Lessor.

5.2 OPERATION OF GRAVEL PIT, MINE, OIL OR GAS OPERATION, OR UTILITY LINES

- 1) Notwithstanding anything contained in this Lease, the Lessee shall not occupy or use the Lands in such a manner as to interfere with, or in any way interrupt, the operation of any gravel pit, mine, oil or gas operation, or utility line now or hereafter located upon the Lands. Without limiting the generality of the foregoing, the Lessor shall be entitled to freely and openly mine and extract gravel, oil, or gas or utility line on the Lands without hindrance or interruption from or by the Lessee, provided always that such mining, extraction, or other activities are carried out in accordance with the terms of this Lease.

5.3 LESSEE'S OBLIGATIONS

- 1) In addition to the foregoing, and without limiting the generality of the foregoing, the Lessee shall ensure that the agents, employees, and invitees of the Lessee, as well as all vehicles are prevented from gaining access to those portions of the Lands that contain any open pit, mine, or oil and gas exploration equipment.

5.4 LEGAL COMPLIANCE

- 1) The Lessee will promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance, and order at any time of from time to time during the Term of this Lease affecting the Lands. The Lessee will not use the Lands in any way, whether within the use hereinbefore permitted or not, which would or may impose upon the Lessor any obligation to modify, extend, alter, or replace any part of the Lands nor any machinery, equipment, or other facilities located on or in the Lands except where previously agreed to be the Lessor in writing.
- 2) The Lessee shall not carry on any business nor do or suffer any act or thing which in the opinion of the Lessor constitutes a nuisance or would result in a nuisance, or which would be offensive or an annoyance to the Lessor or any other landowners in the area, no do or suffer any waste or damage, disfiguration, or injury to the Lands. The Lessee shall at all times during the Term of this Lease keep, and at the time of expiration, yield the Lands in a good and clean condition.
- 3) The Lessee shall at all times maintain the Lands and control weeds and excessive dust on the Lands.

5.5 SUBLEASING

- 1) The Lessee will not without written consent or approval of the Lessor assign or sublease any part of the Lands.

5.6 MINERAL RIGHTS

- 1) The Lessor retains all mineral rights to the Lands. All compensation and payment paid by an oil and gas company, gravel company, utility company, or similar company for compensation or payment for right-of-way rights, usage rights, easement rights, damage claims, or any other similar compensation or payment for any claim however small belongs to the Lessor absolutely without recourse or indemnity by the County to the Lessee herein. The Lessor further reserves the right to reduce the number of acres being rented herein to accommodate or complete any agreements with any of the companies in question for the above purposes without reduction of the rental costs herein.

5.7 INSURANCE

- 1) The Lessee shall throughout the Term and during any other time the Lessee occupies the Lands or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - a) Comprehensive general liability insurance with inclusive limits of not less than two million dollars (\$2,000,000) covering personal and bodily injury, death, and

property damage on an occurrence basis with respect to the activities of the Lessee or its employees, invitees, and patrons; and

b) Any other form of insurance as the Lessor or Lessee may reasonably require from time to time in amounts and for insurance risks against which a prudent Lessee under similar circumstances would insure; and

c) The comprehensive general liability insurance shall:

- i) Name the lessor as an additional insured;
- ii) Be in a form satisfactory to the Lessor;
- iii) Waive any right to make claims against the Lessor to recover any amounts paid by the insurer; and

d) The Lessee shall immediately notify the Lessor, and promptly thereafter by written notice confirm such notification to the Lessor, or any accident to, defect of, or an damage or injury that has occurred to or on the Lands, or any part thereof, howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made to the Lands by the Lessor, except as expressly provided in this Lease.

5.8 INDEMNITY

1) The Lessee hereby indemnifies and saves harmless the Lessor and its successors and assigns from and against any and all losses, liabilities, damages, costs (including without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis) and expense of any kind whatsoever, without limitation:

a) the costs of defending, counter-claiming, or claiming over against third parties in respect of any action or matter including legal fees, costs, and disbursements on a solicitor and his own client basis and at all court levels; and

b) any cost, liability or damage arising out of a settlement of any action entered into by the Lessor with or without the consent of the Lessee; and

c) the costs of repair, clean-up, or restoration paid by the Lessor and any fines levied against the Lessee, which at any time or from time to time may be paid, incurred, or asserted against the Lessor, whatsoever arising from or out of, directly or indirectly, the Lessee's use or occupancy of the Lands or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, sub-tenants, invitees, or anyone permitted by the Lessee to be in or on the Lands. This indemnification shall survive the expiration of the Term of the Lease and the termination of the Lease by whatever cause.

5.9 IMPROVEMENTS

- 1) The Lessee shall have the right from time to time at its own expense to make such changes, additions, and improvements (including brushing) to the Lands as the Lessee may think necessary, subject to the following conditions:
 - a) the Lessee shall submit to the Lessor a plan for the change, addition, or improvement and must receive the Lessor's written consent to carry out the desired work. The consent of the Lessor does not relieve the Lessee of the requirement to obtain the necessary development permit, nor does the Lessor, in approving the plan, guarantee or represent that the necessary development permit will be granted; and
 - b) the Lessee shall submit a development application if required under the County of St. Paul No. 19 Land Use Bylaw and must receive the necessary development permit prior to making the change, addition or improvement.

5.10 REPAIRS

- 1) The Lessee covenants to keep the Lands tide and in safe condition as determined by the Lessor acting reasonably including, without restriction, promptly attending to such maintenance and repairs as the Lessor may reasonably direct. The Lessee shall make all repairs and maintenance required under this Lease with all due diligence. The Tenant shall forthwith repair any damage or undertake maintenance required, as directed by the Lessor in writing. The failure by the Lessor to give direction to repair or to maintain shall not relieve the Lessee from its obligation to repair or to maintain.
- 2) Upon expiration of the Term or upon the earlier termination of the Lease, the Lessee covenants to surrender the Lands in substantially the same condition as the Lands were in upon delivery of possession thereof under this Lease.

5.11 NOTICE OF ACCIDENTS, DEFECTS, AND HAZARDS

- 1) The Lessee shall give the Lessor prompt notice of:
 - a) the existence of any conditions upon the Lands which could constitute a hazard to vehicles or persons; or
 - b) any defects in, or accident or damage to, the Lands and the fencing surrounding the Lands; or
 - c) damage or injury to the Lands or to any person therein howsoever caused;

provided that nothing herein shall be construed so as to require repairs to be made by the Lessor except as expressly provided in this Lease.

SECTION 6: RIGHT OF FIRST REFUSAL

- 1) There will no right of first refusal if the Lessor requires the Lands for the purpose of locating County infrastructure.
- 2) If the Lessor does not require the Lands to locate infrastructure, and provided the Lessee is at all times during the term in good standing under the terms of the Lease, the Lessor grants to the Lessee a right of first refusal to buy the Lands under the following conditions:
 - a) The right of first refusal only applies during the term hereof.
 - b) if, during the Term of this Lease, the Lessor receives an acceptable written offer from a third party to purchase the Lands, then the Lessor will notify the Lessee in writing, of the terms of such acceptable written offer to purchase. The Lessee shall have seven (7) days from receipt of such written notice to exercise its right of first refusal, in writing, delivered to the Lessor, to purchase the Lands on the same terms and conditions as are contained in the acceptable written offer to purchase. Should the Lessee not exercise its right of first refusal within the seven (7) day period as aforesaid, then the Lessor may proceed with acceptance and closing of the third party offer to purchase. If the third party does not complete the purchase, the Lessee's right of first refusal shall remain in full force and effect.
 - c) if the Lessee does not exercise its right of first refusal and the Lessor proceeds with the closing of the offer accepted, the Lessee's right of first refusal shall thereafter be void.

SECTION 7: CANCELLATION

- 1) Notwithstanding any of the foregoing or forthcoming provisions, the Lessor may cancel this Lease at its discretion upon either written notice to the Lessee or upon the sale of Lands to a third party.
- 2) Subject to the right of first refusal contained in Section 7, that this Lease is granted subject to the right of sale of the Lands by the Lessor or cancellation of the Lease by the Lessor at any time during the term hereby granted, provided that:
 - a) if such a sale or cancellation is made before April 1st, notice thereof shall be forthwith given to the Lessee in writing and thereupon this Lease shall be cancelled after thirty (30) days and be at an end, and the Lessee agrees to surrender this Lease for cancellation and forthwith give up the quiet and peaceful possession of the said Lands to the Lessor or its agents; and
 - b) if the Lands are sold or this Lease is cancelled after April 1st, during the currency of the Lease, and notice thereof be given as aforesaid, then the Lessee agrees to give up the quiet and peaceful possession of the said Lands.

SECTION 8: LIABILITIES

- 1) The Lessor shall not be liable for the theft of any property at any time in or on the Lands.
- 2) The Lessor shall not be liable for any injuries, death, or any losses or damages caused to any individual or property while on the Lands as a result of or in any way arising out of the occupation or use of the Lands by the Lessee.

SECTION 9: LESSEE'S DEFAULT

- 1) The Lessor shall be entitled to re-enter the Lands, with or without cancelling this Lease, at any time after the Lessee fails to perform any term, covenant, or condition of this Lease.
- 2) In addition to all other remedies the Lessor shall have at law or in equity, if the Lessee defaults on any of its obligations hereunder the Lessor may at its option perform any such obligation after fourteen (14) days' written notice to the Lessee and in such event the cost of performing the obligation shall be payable by the Lessee to the Lessor, together with interest at a rate of the Province of Alberta Treasury Branches prime rate plus two (2) per cent, calculated from the date of the performance of the obligation by the Lessor, forthwith upon demand. On default of the payment, the Lessor shall have the same remedies as on the default of payment of rent.
- 3) The Lessor may from time to time resort to any or all rights and remedies available to it in the event of any default hereunder by the Lessee, either by a provision of this Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights or remedies available to the Lessor at law or in equity.
- 4) The waiver by the Lessor of a breach of term, covenant, or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained. No covenant, term or condition of this Lease will be deemed to have been waived by the Lessor unless the waiver is in writing and signed by the Lessor.
- 5) In the event the Lessee defaults under any term of this Lease, the Lessee shall reimburse the Lessor forthwith for all legal and other professional fees and disbursements on a solicitor and his own client full indemnity basis and for all bailiff fees and disbursements that the Lessor may incur as a result of such default, such fees and disbursements being payable by the Lessee on demand. On default of payment, the Lessor shall have the same remedies as on the default of payment of the rent.

SECTION 10: GENERAL PROVISIONS

- 1) The Lessee covenants that the Lessor, together with all invitees of the Lessor, may enter upon the Lands and have unimpeded access on the Lands.
- 2) The Lessee, so long as not in default under this Lease, shall have quiet enjoyment of the said Lands.
- 3) The Lessee shall have the right to post the Lands to prohibit trespassing.
- 4) It is understood and agreed between the parties that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any schedules and plans annexed hereto, embrace all the terms and conditions of the Lease entered into by the Lessee and Lessor and supersede and take the place of any and all previous agreements or representations of any kind, whether written, oral, or implied heretofore made by anyone with reference to the Lands. If any provision of this Lease is unenforceable, it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though said unenforceable provisions had never been included.
- 5) This Lease shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, successors, and permitted assigns.
- 6) A notice, demand, request, consent, or other instrument required or permitted to be given under this Lease shall be in writing and shall be addressed

a) to the Lessor as follows:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB
T0A 3A4

b) to the Lessee as follows:

Mallaig & District Museum
Box 211
Mallaig, AB
T0A 2K0

Any notice must be mailed in Canada by ordinary mail, electronic facsimile transmission, or prepaid courier. A notice shall be deemed to have been received by the party to whom the notice is addressed on the day that is five (5) business days following the date that the notice was mailed.

7. Delegation

- 7.1. 10:30 A.M. - CAROLINE ADAMCZUK-SECH RE
STRUCTURES ENCROACHING ON MR
- 7.2. 11:00 A.M. - SHAYNE SASKIW & JANELLE SASKIW,
ALBERTA COUNSEL
- 7.3. 11:30 A.M. - PUBLIC HEARING - BYLAW 2018-15
AMEND LAND USE BYLAW 2013-50
- 7.4. 1:00 P.M. - ANTON BESTER, URBAN SYSTEMS
- 7.5. 1:30 P.M. - AMBER LAPATAK - CLOSED SESSION



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

Issue Summary Report

7.1. 10:30 a.m. - Caroline Adamczuk-Sech re Structures encroaching on MR #20180909001

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Caroline Adamczuk-Sech and Grace Adamczuk, own Lots 12 and 13, Block 2, Plan 7922083 in NE 25-59-10-W4 at Vincent Lake. They received a notice to remove the residence, shower, 2 sheds, outhouse, lumber shed and wood shed from the Municipal Reserve. They will be it to meet with Council to explain and plead their case requesting an alternative plan to allow them to keep the residence with attached outdoor/covered kitchen and shower in their existing place - paying extra taxes, renting the land from the Municipal Reserve or coming up with another course of action.

Additional Information

Originated By : pcorbiere

Appendix 1 for 7.1.: Letter from Adamczuk-Sech

Letter to County of St. Paul – part 1
Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech

September 3rd, 2018

Dear Sheila Kitz and Council Members of the County of St. Paul:

Re: Encroachment of Structures from NE 25-59-10-W4, Lot 13, Block 2, Plan 7922083 onto Municipal Reserve Land Legally described as NE 25-59-10-W4, Lot 4ER, Block 2, Plan 7922083

This letter is written with the intent to ask the County Council Members of St. Paul for an opportunity to explain and plead our case asking members to perhaps come up with an alternative plan in allowing us to keep the residence (with attached outdoor/covered kitchen) and shower in its existing place by either paying extra taxes, or if possible, renting the land from the Municipal Reserve or coming up with another course of action.



(current residence with outdoor & covered deck/kitchen attached to the residence)

Appendix 1 for 7.1.: Letter from Adamczuk-Sech

Letter to County of St. Paul – part 1
Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech



(outdoor & covered deck/kitchen attached to the residence)

Appendix 1 for 7.1.: Letter from Adamczuk-Sech

Letter to County of St. Paul – part 1
Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech



(shower)



(covered deck/kitchen – east side)



(post used to measure property line)

When my parents (Grace and Stan Adamczuk) bought the lake lots in 2007, there was a small trailer and covered deck on lot 12. When we removed the old trailer and deck we measured the property line from post to post on each side of lot 12/13 (see above) and were under the impression that we could build structures on our property.(please see picture above with the cord) Unfortunately and unknowingly we did not take into account that we needed to be 2 meters away from the Municipal Reserve Land post. We simply placed the new trailer where the old trailer was located (see below). The cost of having to remove and replace the outdoor/covered deck/kitchen and moving the residence would be approximately \$20,000. This mistake occurred unintentionally and we are asking the members of County Council to allow us

Appendix 1 for 7.1.: Letter from Adamczuk-Sech

Letter to County of St. Paul – part 1

Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech

to keep the existing structure (which encroaches onto the municipal reserve land by 1.96 m) as is perhaps paying additional taxes, or renting the land in which the deck and 0.24m of the shower encroach onto the Municipal Reserve Land. We understand the mistake, though unknowingly and unintentionally committed, is ours, we ask for your leniency in keeping these structures in tact. The cost associated is not only financial but also labour intensive, and we ask for possibly another course of action that will keep the residence and covered deck/kitchen in its current location.

Appendix 2 for 7.1.: Adamczuk-Sech - Part 2

Letter to County of St. Paul – part 2
Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech



(old trailer)



(covered deck of old trailer)



(we placed the new trailer in the same spot as the old one)

Appendix 3 for 7.1.: Adamczuk-Sech - Part 3

Letter to County of St. Paul – part 3
Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech

When the land was surveyed in April it also shows other properties (for example shed #1 which in 2007 was estimated at \$3,500) is located on the Municipal Reserve Land. Even though we were granted a building permit for the structure and its location on May 11, 2007 we are willing to remove this shed and restore the land to its original state.

The first document is a "Development Permit Site Plan" showing a lot with a lake bed, a bank, and a 10x12 existing deck. It includes a legal description and a map of the lot with dimensions. The second document is a "Development Permit Application Form" with fields for owner name, address, phone, and project details. It includes a section for the applicant's signature and a section for the permit officer's signature.

Development Permit Site Plan

LEGAL DESCRIPTION:
PT OF SEC TWP RANGE W4M
LOT 12413 BLOCK 2 PLAN 7924083

Development Permit Application Form

Owner Name: STANISLAW GRAZYNA Address: 7656-158 AVE
Phone: 415-769-4069 City: EDMONTON Prov: AB T15 2V8
City: _____ Prov: _____ Postal Code: _____
County: _____ City: _____ Precinct: _____
Applicant Name: AS ABOVE Address: _____
Phone: _____ City: _____ Precinct: _____
Project Location: ST. VINCENT LAKE Lot: 12413 Block: 2 Plan: 7924083
Project Information: Parcel Size: 2.00 ACRES Estimated Completion Date: MAY 11 2007
Number of Units: 1 Type of work: _____
Value of work (including labor): \$3500 Property Improvements: _____
Description of Details: 500 GAGE SHED 12' x 16' (WOOD + VINYL) Sheds
STEPS 6' WIDE 10' DEPTH - (WOOD) Temporary Changes: _____
Other: _____

The document is a "Notification Letter" dated May 11, 2007. It is addressed to Adamczuk, Stanislaw/Grazyna at 7656 158 A Ave, Edmonton, AB T5Z 2V8. The letter informs the recipient that their development permit application 294294-07-D0048 was approved on May 11, 2007. It also states that the decision may be appealed to the Subdivision and Development Appeal Board within 14 days after the date on which a person qualified to appeal is notified of the decision. The letter is signed by Glenn Zayac, Development Officer.

Notification Letter

Date: May 11, 2007 Permit Number: 294294-07-D0048
To: Adamczuk, Stanislaw/Grazyna File Number: 07-065
7656 158 A Ave
Edmonton, AB T5Z 2V8

Re: Decision of the Development Officer
Lot 13, Block 2, Plan 7924083
NE 25 59 10 W4

Dear Sir or Madam:

Please be advised that development permit application 294294-07-D0048 was approved on May 11, 2007.

This decision may be appealed to the Subdivision and Development Appeal Board within 14 days after the date on which a person qualified to appeal is notified of the decision. This application was approved as a Country Residential Use.

The 14 day appeal period, from the date of issuance, must lapse before the Development Permit becomes effective.

If you have any questions regarding the development permit please contact the undersigned at (780) 645-3301.

Yours truly,

Glenn Zayac
Development Officer

The other structures, such as the outhouse (which was an existing structure when the lots were purchased in 2007), the lumber shed and wood shed, will all be removed. The purpose of the sheds are simply to keep the wood dry, organized and out of the way; however because they

Appendix 3 for 7.1.: Adamczuk-Sech - Part 3

Letter to County of St. Paul – part 3
Re: Stan and Grace Adamczuk & Caroline Adamczuk-Sech

are on the Municipal Reserve Land all of these structures will be removed in accordance with the ruling.

We would like the opportunity to speak with Council Members on Friday September 14th, 2018 and possibly arise at a reasonable solution that will please the County of St. Paul, the honoured Council Members and keep the structures in tact.

Thank you for the opportunity to hear our concerns. If you require any additional information, please contact me at (780) 472-7038 or (780) 966-1730.

Sincerely,

Grace and Stan Adamczuk, & Caroline Adamczuk-Sech



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

Issue Summary Report

7.2. 11:00 a.m. - Shayne Saskiw & Janelle Saskiw, Alberta Counsel #20180909002

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Shayne Saskiw and Jenelle Saskiw will be presenting to Council about what Alberta Counsel does and how it works with its municipal clients providing both legal and government relations services, as the client needs.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

7.3. 11:30 a.m. - Public Hearing - Bylaw 2018-15 Amend Land Use Bylaw 2013-50

#20180909004

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

At the August 14 Meeting, Council gave first reading to Bylaw No. 2018-15, which is a bylaw to amend Land Use Bylaw No. 2013-50, to address the regulation of cannabis.

Bylaw No. 2018-15 was advertised in the St. Paul Journal and Elk Point Review on September 4 and September 11, and Planning and Development has not received any response to the advertisements.

Recommendation

Proceed to Public Hearing scheduled for 11:30 a.m. to discuss Bylaw No. 2018-15, which is a bylaw to amend Land Use Bylaw No. 2013-50 as it relates to the regulation of cannabis.

Following the public hearing:

Motion to give second reading to Bylaw No. 2018-15.

Motion to give third reading to Bylaw No. 2018-15.

Additional Information

Originated By : kfedoretz

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2018-15

A By-law of the County of St. Paul No. 19 in the Province of Alberta to amend the Land Use Bylaw No. 2013-50 as a result of the passing of the Cannabis Act.

WHEREAS, it is deemed expedient to amend the Land Use Bylaw of the County of St. Paul as set out in the Municipal Government Act, R.S.A., 2000, c.M-26 as amended from time to time.

NOW, THEREFORE, under the authority and subject to the provisions of the Municipal Government Act, 2000, as amended, and by virtue of all other powers it enabling, the Council of the County of St. Paul No. 19, hereby assembled, enacts as follows:

1. Bylaw No. 2013-50 is hereby amended as follows:

- a. Section 1.3 is amended and re-numbered to include the following definitions:
 - i. **Cannabis** – means cannabis as defined by the Cannabis Act of Canada and its regulations.
 - ii. **Cannabis Production Facility** – means a building or structure used for the cultivation, harvesting, testing, processing, storage and shipment of cannabis.
 - iii. **Cannabis Retail Establishment**– means a development that is licensed by the Province of Alberta, where cannabis is sold to the public to be consumed offsite.
- b. Section 1.3 is amended regarding the following definitions:
 - i. **"commercial service centre"** means a business establishment involved in the servicing, retailing or repairing of goods. Without restricting the generality of the foregoing, this includes a service station, general retail establishments, eating and drinking establishments, entertainment establishments, auto sales outlets, and offices but does not include a cannabis retail establishment;
 - ii. **"general retail establishment"** means a development where groceries, beverages, household goods, furniture, appliances, home improvement supplies, hardware, printed matter, confectionary, tobacco, pharmaceutical, personal care items, automotive parts and accessories, electronic equipment, recordings, office equipment, stationary, second hand goods, and similar goods are bought, rented, and/or sold from within a building. Postal services and film processing depots may also be provided. General retail establishments do not include developments where gasoline, new or used motor vehicles, alcohol, cannabis, heavy agricultural and/or industrial equipment are sold or rented;
 - iii. **"greenhouse or plant nursery"** means a building or structure used for the cultivation of plants, shrubs and trees but does not include cannabis;
- c. Section 8.3 (3) (General Urban (U) District, Discretionary Uses) be re-numbered and amended to include:
 - i. "Cannabis Retail Establishment"

- d. Section 8.7 (3) (Industrial/Commercial (IC) District, Discretionary Uses) be re-numbered and amended to include:
 - i. "Cannabis Production Facility"
 - ii. "Cannabis Retail Establishment"

Read a first time in Council this 14th day of August, A.D. 2018.

Advertised in the St. Paul Journal and Elk Point Review the weeks of September 4 and September 11, 2018.

Read a second time in Council this _____ day of _____, A.D. 2018.

Read a third time and duly passed in Council this _____ day of _____, A.D. 2018.

Reeve

Chief Administrative Officer



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

Issue Summary Report

7.4. 1:00 p.m. - Anton Bester, Urban Systems

#20180909005

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Anton Bester with Urban Systems will provide Council with an update on the water transmission line project.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

7.5. 1:30 p.m. - Amber Lapatak - Closed Session

#20180910006

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Information to be provided to Council at the meeting.

Recommendation

that pursuant to Section 197(2) of the MGA, County Council moved into Closed Session and close the meeting to the public as per Section 17 of the FOIP Act.

Additional Information

Originated By : pcorbiere

8. New Business

- 8.1. CERTIFICATE IN MUNICIPAL MANAGEMENT AND LEADERSHIP PROGRAM
- 8.2. SUBDIVISION AND DEVELOPMENT APPEAL BOARD TRAINING
- 8.3. REQUEST FOR FUNDING - GRANDPARENT DAY WALK
- 8.4. ELK POINT LIONS - NIGHT GOLF
- 8.5. DEVON CANADA - REQUEST FOR SIGNAGE
- 8.6. BYLAW 2018-17 - WORDING CHANGE TO SECTION 7.22
- 8.7. REQUEST FOR PERMIT TO WIDEN MR FOR ACCESS TO FLOATINGSTONE



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

Issue Summary Report

8.1. Certificate in Municipal Management and Leadership Program #20180830001

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

The Certificate in Municipal Management and Leadership program offered by the Alberta School of Business - Executive Education at the University of Alberta develops municipal leaders by increasing their capacity to lead people, teams, departments and organizations. This program is suited for managers who lead one or more teams, groups, or department and would like to further develop effective management and leadership skills in a municipal setting. I am requesting that Council consider Kyle Attanasio, Director of Corporate Services, to participate in the program. She has shown great leadership and management skills and it is my opinion that this program would assist her in developing those skills to a new level. I also see this as a good fit into Council's goal of succession planning.

The program consists of five modules occurring over the course of 11 months. The next intake of the program commences in October 2018 - May 2019. The program fee is \$6,100. This is for the program, however there would be additional costs for subsistence when Kyle would be attending. I estimate those costs to be \$4,500. Total cost to county approximately \$10,500.

I myself have taken the program and would highly recommend it for up and coming managers. I realize that it is an expensive program, but would propose that if Kyle is granted the opportunity to participate in this program that we make the offer subject to him staying in the County's employ for an additional 1 - 2 years following completion of the program, otherwise a portion of the program would have to be reimbursed.

Recommendation

That Council approve Kyle Attanasio to enroll in the Certificate in Municipal Management and Leadership program through the Alberta School of Business - Executive Education at the University of Alberta commencing October 2018.

Additional Information

Originated By : skitz



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

Issue Summary Report

8.2. Subdivision and Development Appeal Board Training

#20180910002

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

The Alberta Municipal Clerks Association is hosting a SDAB Training for Clerks on October 19 in Nisku. Registration for the training is \$100. Reynolds Mirth Richards & Farmer will facilitate a full-day training session that covers:

- Alberta Planning Framework
- Subdivision and Development in Alberta
- Establishment and Composition of SDABs
- Guiding Principles
- Types of Appeals
- Roles and Responsibilities
- Appeal Procedures
- Assessment of Learning

Krystle Fedoretz and Kaitlyn Kenney have requested to attend this one day training.

Recommendation

Administration is recommending to approve Krystle Fedoretz and Kaitlyn Kenney to attend the Subdivision and Development Appeal Board Training on October 19 in Nisku.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

8.3. Request for Funding - Grandparent Day Walk

#20180909003

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

The Elk Point Grandparent Celebration Committee held their Annual Grandparent's Day Walk on September 9, 2018. Residents in Elk Point and the County of St. Paul collected pledges to raise money for the Heritage Lodge Auxiliary for operational costs of the Handi-Van Bus and for activities for seniors residing in Heritage Lodge, Buckingham House and Fort George Manor.

Last year funds were used to purchase a new recumbent exercise bike, funding for free transportation for residents to appointments and outings, and various other activities.

The Committee is requesting a donation to assist with their celebration. The County has provided a \$200 donation for the Grandparent's Day walk since 2012.

Recommendation

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

Additional Information

Originated By : pcorbiere

Appendix 1 for 8.3.: Grandparents Day Walk

Heritage Lodge Auxiliary Society

Box 780

Elk Point, AB T0A 1A0

August 21, 2018

Re: Annual Grandparents Day Celebration

Sunday, September 9, 2018

Walk: 1:30pm Program: 2-4pm

Heritage Lodge, Elk Point

To: *County of St. Paul*

We are inviting you to come and celebrate Grandparents Day where we will be hosting the annual Grandparents Day Walk with participants from the County of St. Paul collecting pledges to raise money for these causes.

1. Heritage Lodge Auxiliary Society to assist with the operational costs of the Handi Van.
2. Funding for activities for all seniors residing in Heritage Lodge, Buckingham House and Fort George Manor

Last year, the funds raised were used to purchase a new recumbent exercise bike, funding for free transportation for residents to appointments and outings, and various other activities.

There will be live music, sharing stories, prizes, treasure hunt for the children and special recognition of seniors who are 90 years old and older for their contribution to their families and our community.

If you can assist us with a donation to support this event, it would be greatly appreciated.

Please Call Diana at (780) 724-4072

Thank you for your consideration.



Diana Anderson

Chairperson, Grandparents Day Celebration Committee

Elk Point & Community Celebration of



Grandparents Day

Sunday, September 9, 2018

All those who raise or donate \$100 or more, will be entered in a draw to win 2 Dinner Theater Tickets.

Join in our walk around Elk Point beginning and ending at the Heritage Lodge at 1:30pm.

Walk to be followed by coffee, cake, and a program including games and stories along with live music for the whole family.

PROCEEDS GO TO:
*Support Senior's Activities
*Support the Handi-Bus so seniors have free transportation services

Grandparents Day Walk Pledge Sheets are available at:

*Guardian Drugs

*County of St. Paul & Elk Point FCSS

*Co-op

*Home Town Grocery



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

Issue Summary Report

8.4. Elk Point Lions - Night Golf

#20180911002

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

The Elk Point Lions are hosting their annual Night Golf fundraiser at the Elk Point Golf Course on September 22nd. Registration is \$60 per person. Golfers will play 9 holes during the day and 9 holes at night. They are asking if the County will participate in the event by sponsoring a team. They are also requesting a door prize.

Recommendation

Administration is recommending to sponsor one team to participate in the Elk Point Lions' Golf Tournament on September 22 and provide a door prize.

Additional Information

Originated By : pcorbiere



Elk Point Lions Club

Box 82, Elk Point, AB T0A 1A0

*Shot in
the Dark*

**Elk Point Lions
Night Golf Tournament
@ Elk Point Golf Course**

Aug 31, 2018

To Whom it may concern.

The Elk Point Lions Club is hosting a "Shot in the Dark" Night Golf Tournament on September 22th, 2018. This event is a fundraiser for the Elk Point Lions to provide funds to go to many worthy causes throughout the Elk Point Area. Elk Point Lions has always been major driving force in Elk Point, supporting ever major facility in Elk Point (from the Hospital, Arenas, spray park and even the Golf Course itself) as well as helping raise funds for other organizations and those in need. And with events like the "Shot in the Dark", we can continue to do so.

We are expecting 60+ Golfers to take in the event, where they will play 18 holes (9 holes in the Day and 9 Holes at night), at the Elk Point Golf Country Club. Their registration also includes supper. This is one of the last events of the year for the Golf Course and it is great to cap it off with such a unique event.

We are currently looking for Door Prizes to the participants of the Tournament. If you would be so kind as to accept this donation request and assist us in a successful event by donating a prize, it would be greatly appreciated.

Thank you in advance for your Generosity. If you have any questions, please contact Jason Boorse @ 780-227-1050 or email at jcboorse@gmail.com.

Jason Boorse

Night Golf Committee Chairperson
Elk Point Lions Member

Shot in the Dark

Elk Point Lions
Night Golf Tournament
@ Elk Point Golf Course

SEPT 22TH / 2018

**FIRST ROUND
STARTING
AT 4:00 PM**

\$ 60
PER PERSON*

**ONE ROUND IN THE LIGHT / ONE ROUND IN THE DARK;
STEAK SUPPER INCLUDED • NIGHT GOLF SUPPLIES PROVIDED**

\$5 REFUNDABLE DEPOSIT EXTRA REQUIRED FOR NIGHT GOLF BALLS

FOR MORE INFORMATION OR TO REGISTER

CALL/TEXT JASON 780-227-1050

* Carts for Day round Extra.
Carts NOT Available during Night Golf

Registration
Deadline
Sept 20th





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

Issue Summary Report

8.5. Devon Canada - Request for Signage

#20180909006

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Devon Canada Corporation will be developing a pad site on at 16P-35-57-7-W4. The Land Agent is requesting consent to have signs indicating "No Devon Traffic" be placed on Range Road 71 south of the Township Road 580 intersection to assist with traffic control. They are requesting this consent for a 5 year term.

Recommendation

Administration is recommending to deny the request to erect "No Devon Traffic" signage as the haul routes should be selected by the County.

Additional Information

Originated By : mchileen



Devon Canada Corporation
100, 400 - 3rd Avenue S.W.
Calgary, AB T2P 4H2

403 232 7100 Phone
www.devonenergy.com

September 04, 2018

Aurora File: 18-00490
Client File: D006543

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

Attention: Public Works Department

**Re: Devon Canada Corporation
Devon Pad Site 16P-35-57-7 W4M
PADSITE
THIRD PARTY CONSENT REQUEST**

Devon Canada Corporation is proposing the project referenced above. Therefore, we respectfully request your consent for the items as more particularly described below.

- Devon is requesting consent to have signs indicating "No Devon Traffic" be placed on Rg Rd 71 just south of Twp Rd 580 intersection to assist with traffic control

Please forward your written consent and conditions at your earliest convenience to the attention of the undersigned. Agreements should be in the name of:

Devon Canada Corporation: 100, 400-3rd Ave. SW, Calgary, Alberta T2P 4H2

In an effort to avoid agreement expirations and the need for additional paperwork, Devon Canada Corporation would like to request the agreement is issued to cover a 5 year term.

Should you have any questions or concerns regarding this project, you may contact the undersigned at 780-423-0211 or by email at shawn@auroraland.ca. Thank you for your cooperation and prompt attention to this matter.

Yours truly,

A handwritten signature in blue ink, appearing to read "Shawn Pannu".

A small, blue ink stamp or mark, possibly a company seal or a signature, located to the left of the name Shawn Pannu.
Shawn Pannu
Land Administrator
AURORA LAND CONSULTING LTD.

Copy: Devon Canada Corporation
Enclosures



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

Issue Summary Report

8.6. Bylaw 2018-17 - Wording Change to Section 7.22

#20180910003

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

Based on direction from the August Public Works Meeting in response to a request to move a second dwelling onto a 5 acre parcel located at Lot 1, Block 1, Plan 1024694 in NE 1-58-9-W4 to accommodate her aging parents, Bylaw 2018-17 is being presented to Council for first reading. Bylaw 2018-17 is an amendment to Land Use Bylaw 2013-50 to include a notwithstanding clause under Section 7.22 to address the request, as follows:

7.22 Number of Dwelling Units on a Lot

(3) Notwithstanding the above, two dwelling units shall be permitted on Lot 1, Block 1, Plan 1024694 contained within NE 1-58-9-W4.

After first reading, the Bylaw must be advertised according to Section 606 of the M.G.A. and a public hearing held according to section 230 of the M.G.A. The adjacent landowners will also be notified.

Recommendation

Motion to give first reading to Bylaw 2018-17, to include a notwithstanding clause under Section 7.22 of Land Use Bylaw 2013-50.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2018-17

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

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

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

7.22 NUMBER OF DWELLING UNITS ON A LOT

- (1) The number of dwelling units allowed on any parcel of land shall not exceed one (1) except at the sole discretion of the Development Authority, and if the second dwelling unit is proposed to be constructed or located on a lot of 4 ha (9.9 ac.) or more.
- (2) The Development Authority may issue a development permit to a person that would allow the construction or location of more than one dwelling unit on a lot if the second dwelling unit:
 - a. is to be occupied by a person who is engaged on a full-time basis for at least 6 months each year in an agricultural pursuit;
 - b. is contained in a building that, or in buildings each of which, is designed for or divided into 2 or more dwelling units;
 - c. is a manufactured home as defined in this Bylaw and located within a park for manufactured homes; or
 - d. is a building, as defined in the Condominium Property Act, that is the subject of a condominium plan to be registered in a Land Titles Office under that Act.
- (3) Notwithstanding the above, two dwelling units shall be permitted on Lot 1, Block 1, Plan 1024694 contained within NE 1-58-9-W4M.

Read a first time in Council this 14th day of September, A.D. 2018.

Advertised the and , 2018 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this day of , A.D. 2018.

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

Reeve

Chief Administrative Officer



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

Issue Summary Report

8.7. Request for Permit to Widen MR for Access to Floatingstone #20180910005

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

The owner of Lot 87, Block 2, Plan 7722896 at Floatingstone is requesting a permit to remove trees and even out the ground surface by adding gravel at the back of their lot 87 and behind lot 88, to join an existing access on the MR, providing them with a better access to the lake. They are also requesting that the permit fees be waived.

Attached is information from Reserve Lands Policy DEV-93 and the Land Use Bylaw as it relates to Municipal Reserves.

As this subdivision was registered in 1977, the reserve lands are not given a designation (environmental reserve or municipal reserve). The lands in question would be designated as a municipal reserve in accordance with current standards.

The fee for development of Municipal Reserve greater than 5 metres is \$100.

Alternatives

Allow the landowner to develop the Municipal Reserve but pay the \$100 permit fee.

Allow the landowner to develop the Municipal Reserve and waive the permit fee.

Deny the request to develop the Municipal Reserve.

Recommendation

Administration is recommending to uphold policy and deny the request to remove the trees and add gravel to the MR to improve the access to the lake, until support from local residents is received as per policy.

Additional Information

Originated By : kfedoretz

September 10, 2018

Mr. & Mrs. D Christenson
14 Kingsview Pointe
St. Albert, AB T8N 5M7
Phone: 587-290-3612

Municipal Council, County of St. Paul
C/O: Krystle Fedoretz
Planning & Development Officer, County of St. Paul No. 19 5015-49th Ave
St. Paul, AB ToA 3A4

Re: Permit Request to Widen MR for access to Floating Stone Lake from Grimes Court, lot 87 along the MR at the back of lot 88.

To Whom It May Concern,

My husband and I own a property on Floating Stone Lake: Grimes Court, lot 87. I'm writing to you on behalf of my husband and myself, to request a permit to remove more trees and even out the ground surface by adding gravel from the back of our lot and behind lot 88. This would allow for better access to the lake for my husband, myself and for visiting friends and family.

Our understanding from 3 years ago, when the land was sold in front of us, for development. The County created the MR for the cabin owners of Grimes Court from lots 84-88, along this newly created subdivision, to have access to the lake: of approximately 9 feet between lot lines. There exists a trail from the back of our lot and lot 88 to the lake, in part created by the adjoining land owners of lot 9, in front of us, when they built their fence and lot 88-to keep their previous access (from lot 88), down to the lake. Initially we maintained a small walking trail from our lot, along the back of lot 88, which joins the MR path down to the lake. But this small trail has become cumbersome. And while the owners of lot 9 and lot 88 have done some upgrades to the MR access off of the back of lots 9 and 88. The owners of lot 88 have been combative to our right to access the lake on this MR and neither lot 9 nor lot 88 took us up on our offer to pay for the gravel they put down along the MR that leads down to the lake. (We think it's because they didn't want to recognize our right to this access). We would like the same access to the lake from our lot, to this adjoining graveled (MR) access.

Appendix 1 for 8.7.: Letter from Christensen

My husband and I have owned the lot for 15+ years and have enjoyed the lake often, sometimes through the seasons. We created a natural beach for a boat lift and a dock and we have recently purchased a 10 foot kayak. But we are now having trouble getting up and down the hill on foot and have found it very difficult to maneuver our kayak around some of the trees and the narrow path without potentially going onto lot 88's land because unfortunately not only are there trees in the way, but our neighbors also have their trailer butting onto the trail. While numerous requests were tried, to have our neighbors move their trailer forward without success (We have lodged a complaint with the County and we realize this is a separate issue) My husband and I feel that having a permit would allow for less tension between neighbors, as a permit would define and legitimize this access.

We would like the fees waved for the permit, in part because of the years paying taxes but also in part because the trail and some improvements by our neighbors already exists.

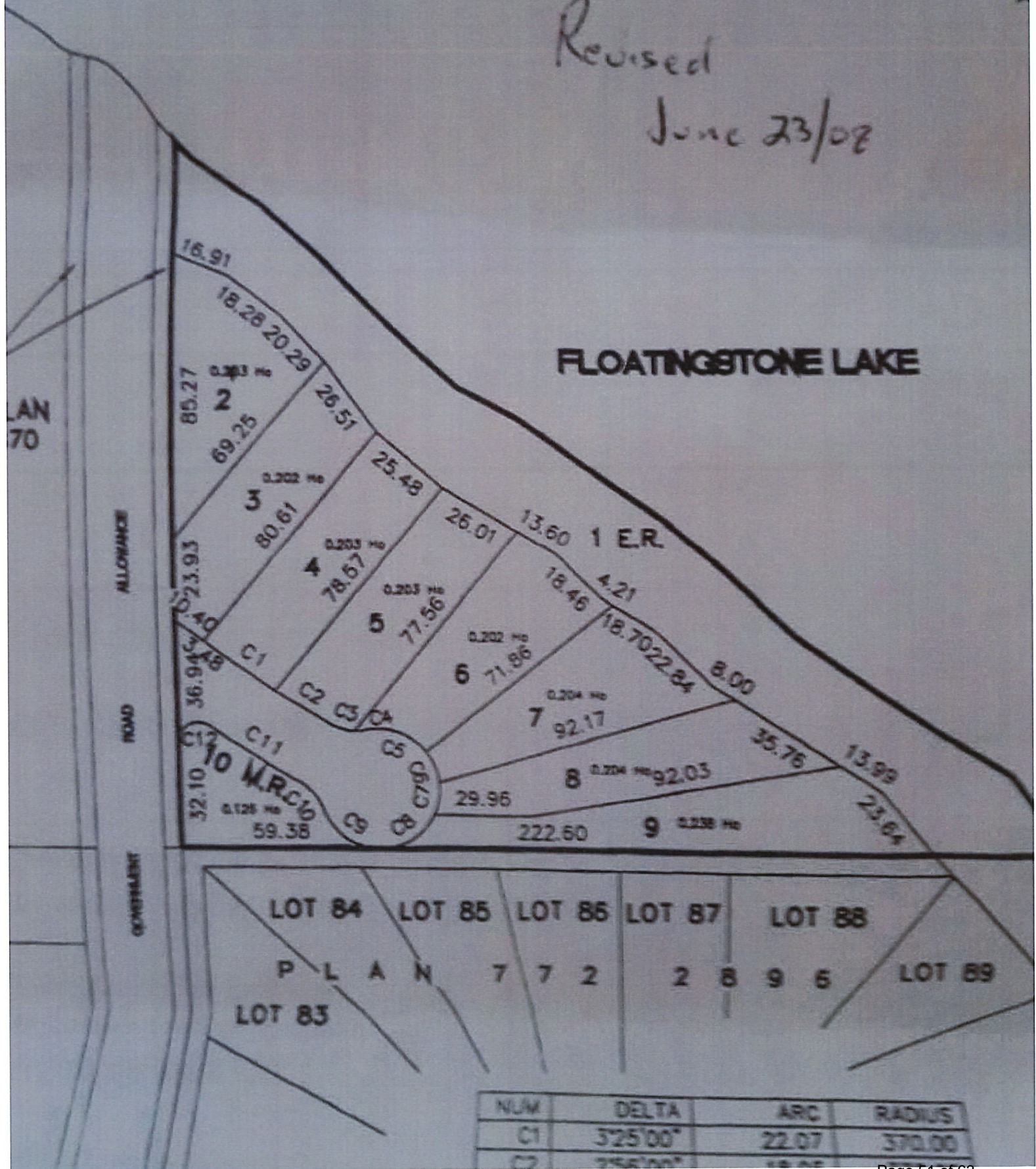
Thank-you for your time regarding this matter, we look forward to hearing from you on how to move forward. I have attached what I thought might be helpful. You may call with further questions to the number provided.

Regards,

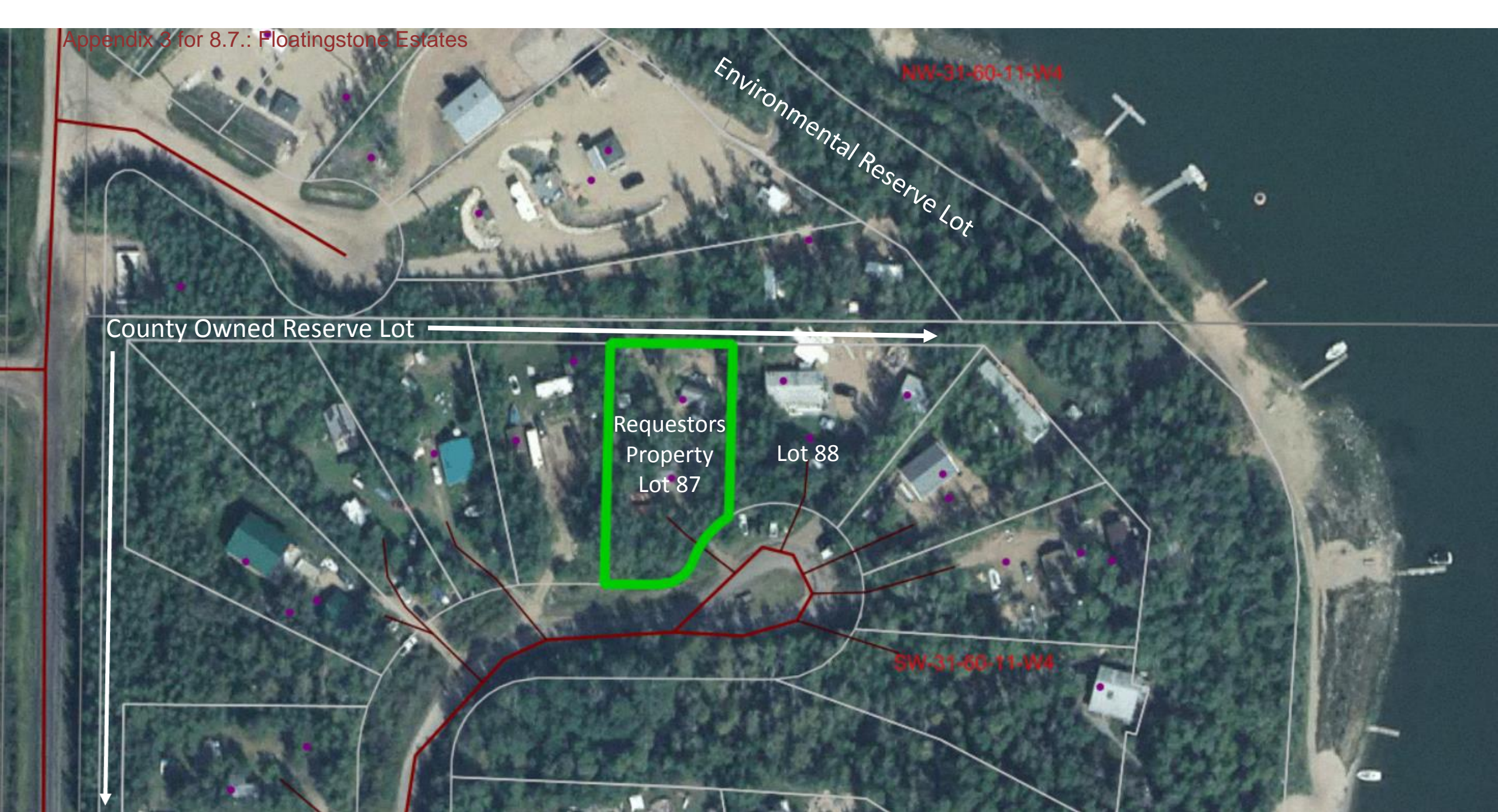
Darrell and Debbie Christenson



Revised
June 23/08

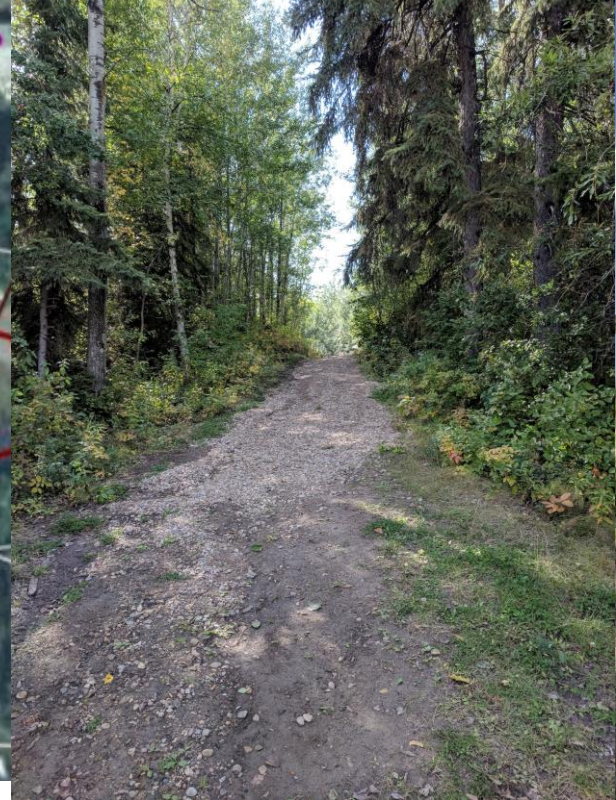








NW-31-60-11-W4



Reserve Lands Management Policy DEV-93 States:

A) Background

- 3) Reserve lands are not intended for private use by adjacent landowners. The County is responsible for ensuring that reserve lands remain safe and available for public enjoyment. The County will not provide maintenance and upkeep of reserve lands unless a significant public safety hazard is present.

B) MUNICIPAL RESERVES (MR)

- 1) The management of MR lands is intended to provide a suitable land base for the provision of recreation facilities for the use and enjoyment of County residents and the general public.
- 2) Municipal reserves may provide important access links to other lands, including water access, and can also offer undeveloped green spaces that act as buffers between different land uses.
- 3) The County of St. Paul may allow public recreation facilities on MR lands where there is sufficient interest and demand, as determined by the County. Typical facilities to be considered for municipal reserves include but are not limited to sports fields, picnic sites, swimming beaches, community fire pits, skating rinks, trails, pathways and associated facilities such as parking lots, toilets, or washrooms.
- 4) The County may require subdivision developers to provide recreational facilities in new subdivisions.
- 5) The County encourages local communities to work with the municipality to develop recreational facilities. The County may work with local residents, groups, or community associations to address ongoing maintenance requirements such as litter picking, sign and fence repairs, and weed control.
- 6) Public trails may be developed on MR lands, at the discretion of the County. Support from local residents will be considered as part of the County's decision. Local residents will be considered residents of the relevant subdivision or surrounding area as determined by the County.
- 7) Motorized vehicles will not be permitted on reserve lands unless the County approves a parking lot within the MR lands.
- 8) Commercial facilities and services will not be permitted on reserve lands.
- 9) In MR locations that are in their natural state without developed recreation facilities, the removal of vegetation will generally not be permitted. However, vegetation removal may be considered where there is a public safety hazard or for agricultural purposes as determined by the County. Mowing will only occur to control weeds and reduce fire hazards. Removal of vegetation and mowing will be undertaken by the County unless otherwise authorized. Placement of fill material and other yard wastes (grass clippings, tree prunings, etc.) or the removal of any material will not be allowed.
- 10) Winter storage of boat docks and boat lifts may be permitted on MR lands at locations approved by the County.

- 11) MR lands will not be leased under any circumstances.
- 12) The County is not required to provide recreational facilities on MR lands. Residents interested in creating pathways, stairs, or other facilities may do so by obtaining a permit as per Section 3.3 of the County Land Use Bylaw.

Section 3.3 of Land Use Bylaw 2013-50

3.3 DEVELOPMENT ON RESERVE LANDS

- (1) Permanent development may be allowed to exist on Environmental and other Reserve Lands adjacent to lakes and other waterbodies only if it serves the interests of the general public.
- (2) Development permits may be issued on Environmental and other Reserve Lands for:
 - a. the winter storage of docks or boat hoists, or to accommodate similar seasonal storage requirements;
 - b. developments such as landings, walkways, stairs, retaining walls or similar private structures if, in the opinion of the Development Authority, the development does not pose a hazard to public safety, impede year round public access, or unduly interfere with the use and enjoyment of neighbouring properties; and
 - c. signs to provide direction, or area information. This does not include signage for advertising for adjacent businesses or commercial developments.
- (3) The approval of all development permits on Environmental and other Reserve Lands shall be subject to the following conditions, in addition to any others that the Development Authority may deem reasonable or necessary:
 - a. the applicant shall indemnify the County from liability for the development; and
 - b. the permit may be revoked at any time if, in the sole opinion of the Development Authority, the development poses a hazard to public safety, impedes public access, or interferes with the use and enjoyment of neighbouring properties.

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

Issue Summary Report

10.1. CAO Report

#20180731008

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : skitz

12. Financial

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



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

Issue Summary Report

12.1. Budget to Actual

#20180731009

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

A copy of the budget to actual will be presented to Council for review.

Recommendation

Motion to approve the budget to actual as of August 31, 2018.

Additional Information

Originated By : skitz



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

Issue Summary Report

12.2. Listing of Accounts Payable

#20180731010

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

A listing of Accounts Payable will be provided for Council's review.

Recommendation

Motion to file the listing of Accounts Payable as circulated:

<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>
21728	August 7, 2018	31842 - 31906	\$733,847.53
21738	August 9, 2018	Direct Deposit	\$ 51,691.74
21739	August 10, 2018	31907 - 31991	\$252,902.53
21754	August 16, 2018	31992	\$ 12,652.50
21752	August 16, 2018	31993 - 32033	\$466,569.31
21772	August 24, 2018	32034 - 32078	\$456,381.79
21774	August 24, 2018	Direct Deposit	\$ 98,963.82

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

12.3. Council Fees

#20180731011

Meeting : September 14 Council Meeting

Meeting Date : 2018/09/14 10:00

Meeting Type : Council Meeting

Background

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

Recommendation

Motion to approve the Council Fees for the Month of August, 2018 as circulated.

Additional Information

Originated By : tmahdiuk