



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

August 14, 2018 Council Meeting

Tuesday, August 14, 2018

Start time 10:00 AM

AGENDA

1. **Call to Order**
2. **Minutes**
 - 2.1 **July 6, 2018 Council Meeting (2018/07/06)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **In Camera**
 - 5.1. **In Camera**
6. **Business Arising from Minutes**
7. **Delegation**
 - 7.1. **10:45 a.m. - James Preston, Ashmont Fire Chief**
 - 7.2. **11:00 a.m. - Louise & Roger Plante, Gail and Jacques Plante**
 - 7.3. **11:30 a.m. - Orest Boyko**
 - 7.4. **12:00 p.m. - St. Paul Ag Society**
8. **New Business**
 - 8.1. **Date for September Council Meeting**
 - 8.2. **Professional Development - Hailey Gish, Intern**
 - 8.3. **MS Charity Golf Tournament**
 - 8.4. **Request for additional Funding - Boscombe Community Centre**
 - 8.5. **County of St. Paul Community Association - Request for Funding**
 - 8.6. **Bylaw 2018-15 Amend LUB re Changes to Cannabis Legislation**
 - 8.7. **Cold Mix Proposal**
 - 8.8. **CNRL Road Use Agreement**
 - 8.9. **McRae Hall Request to Haul Clay**
9. **Correspondence**

- 10. **Reports**
 - 10.1. **CAO Report**
- 11. **Upcoming Meetings**
- 12. **Financial**
 - 12.1. **Budget to Actual**
 - 12.2. **Listing of Accounts Payable**
 - 12.3. **Council Fees**
- 13. **Adjournment**

5. In Camera

5.1. IN CAMERA



County of St Paul No 19
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Issue Summary Report

5.1. In Camera

#20180808001

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

In Camera item to be presented at the meeting.

Recommendation

Motion to go in camera as per Section 17, Division 2, Part 1 of the FOIP Act regarding a staffing issue and Council remuneration.

Additional Information

Originated By : pcorbiere

7. Delegation

- 7.1. 10:45 A.M. - JAMES PRESTON, ASHMONT FIRE CHIEF
- 7.2. 11:00 A.M. - LOUISE & ROGER PLANTE, GAIL AND JACQUES PLANTE
- 7.3. 11:30 A.M. - OREST BOYKO
- 7.4. 12:00 P.M. - ST. PAUL AG SOCIETY



County of St Paul No 19
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Issue Summary Report

7.1. 10:45 a.m. - James Preston, Ashmont Fire Chief

#20180808003

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

James Preston will be in to speak with Council about purchasing a used 1998 Freightliner Pumper Tanker for \$119,500 plus an additional \$1,000 for a winter heating kit. In the 2018 budget, we had budgeted \$120,000 for the purchase of a new pumper truck.

Following the presentation, if Council agrees to purchase the 1998 Pumper Tanker we will require the following motions -

- Transfer \$120,000 from Transfer to Reserves to Capital.
- Fund the additional \$500 from unrestricted surplus
- Purchase the 1998 Freightliner Tanker Pumper from Colya J Fire Services for \$120,500.

Additional Information

Originated By : tmahdiuk

1998 S&S Freightliner Pumper Tanker

Freightliner Chassis
 Cummins 8.3 300 HP
 Allison Automatic
 Mileage: 45,727
 GVRW: 40,000
 Waterous CGGYBX 750 GPM pump
 Side-Mount Pump Panel
 2100 Gallon Fiberglass Tank/Aluminum wrapped
 Driver's Side Discharges: (2)
 Driver's Side Suction: (1)
 Officer's Side Discharge: (1)
 Officer's Side Suction: (1)
 Rear Discharges: (1)
 Rear Suction: (2)
 Crosslays: (2)
 10 in rear dump
 2 – 6 in side dumps
 2100-gallon Porta-tank
 2 – 5 in hard suction hoses
 Sask DOT Safety
 Department Specified Threads

Additional equipment not included with purchase.

\$119,500.00 Ca

FOB Allan

STK 10355B
 02202018126





County of St Paul No 19
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Issue Summary Report

7.2. 11:00 a.m. - Louise & Roger Plante, Gail and Jacques Plante #20180807002

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

The Plantes have requested to meet with Council to discuss the possibility of moving two acreages situated on both sides of Range Road 94A that will be greatly diminished should Township Road 582 be widened.

Additional Information

Originated By : pcorbiere



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Issue Summary Report

7.3. 11:30 a.m. - Orest Boyko

#20180807003

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

Orest Boyko will be in to speak with Council regarding ongoing issues related to SE 31-56-7-W4. He is also requesting clarification on Township Road 565.

Additional Information

Originated By : pcorbiere

Appendix 1 for 7.3.: Letter - Orest Boyko

August 4, 2018

St. Paul County Council,

I, Orest Boyko, of Division 2 have been asked to attend the August 14 council meeting in regard to longstanding ongoing issues related to SE- 31 – 56 – 7 – W4.

I have been told that Township Road 565 does not exist and has never been registered. I have reason to believe that I'm being given inaccurate information and will reluctantly attend to clarify the issue.

A handwritten signature in black ink, appearing to read 'Orest Boyko', with a stylized, cursive script.

Orest Boyko





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

Issue Summary Report

7.4. 12:00 p.m. - St. Paul Ag Society

#20180807004

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

Doug Drolet, Ray Suvak and Karen Wanchuk, with the St. Paul Ag Society, will be requesting an increase in their annual Recreational Facility Grant from \$10,000 to \$50,000.

Additional Information

Originated By : pcorbiere



St. Paul Agricultural Society

Box 1203 St. Paul, AB T0A 3A0

Ph: 780-645-4373 Fax: 780-645-2989

Website: stpaulagsociety.com

Email: agsociet@telusplanet.net

August 2, 2018

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

Attention: County Council

The St. Paul Ag. Society is one of the more aggressive Agricultural Society within the county of St. Paul. We have a membership of approximately 70 members which consist of 50% members which reside within divisions 3, 4 & 5. But whether members reside within the county or not we would like to think that we represent the town & county as a whole.

We have constructed this beautiful building for all Ag Society and Clubs to use for the much larger events. In June of 1993 (24 yrs ago) membership started the construction of a beautiful facility in the town of St. Paul. We complete the facility in 6 stages. In 2017 the last phase of construction which took us 24 years to complete at a cost of app. \$2 million dollars. We are very proud to say with many volunteer hours, barn rental and grant money we are debt free. (At the beginning of construction many members had to sign \$10,000 promissory notes.)

We host many events in this facility to represent our Agricultural Community such as: **4-H Multi club**, 4-H district show & Sale, 4-H Boscomb club, 4-H sheep club, 4-H light horse club, **Critter Show & Sale, (yearly event to show case County Farms exotic animals such as chickens, rabbits, goats. ect.)** Gymkhana club, equine chiropractor and massage therapist, Bull-A-Rama, Archery club, Wrangler Jr. Rodeo, Alberta High School Rodeo, Roping clubs, bull sales, horse sales, **Farm Safety**, Bucking Horses, Goodfish Lake Rodeo, Riding clinics, super horse

Appendix 1 for 7.4.: Letter

Challenge, barrel racing jackpot, Mini Invasion Tour(mini horse Rodeo), last but not least we host the Lakeland Rodeo Association finals.

We definitely appreciate the operating grant of \$10,000 which helps us with our utilities of this facility, but we would like more help. At the present our operating cost is \$84,000 yearly, so we would like the operating grant to be revised from \$10,000 to \$50,000.

One of our bigger events is hosting the Lakeland Rodeo which comes at a huge cost and we are very fortunate the town donates all the facilities from the Rec. Centre, Clancy Arena, Cap Arena and also prepares the arena with bringing in and removal of the dirt at a cost of app. \$50,000 in kind. We are presently negotiating a new LRA contract for the next 3 years

Sincerely,

Douglas Drolet
President

8. New Business

- 8.1. DATE FOR SEPTEMBER COUNCIL MEETING
- 8.2. PROFESSIONAL DEVELOPMENT - HAILEY GISH,
INTERM
- 8.3. MS CHARITY GOLF TOURNAMENT
- 8.4. REQUEST FOR ADDITIONAL FUNDING - BOSCOMBE
COMMUNITY CENTRE
- 8.5. COUNTY OF ST. PAUL COMMUNITY ASSOCIATION -
REQUEST FOR FUNDING
- 8.6. BYLAW 2018-15 AMEND LUB RE CHANGES TO
CANNABIS LEGISLATION
- 8.7. COLD MIX PROPOSAL
- 8.8. CNRL ROAD USE AGREEMENT
- 8.9. MCRAE HALL REQUEST TO HAUL CLAY



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Issue Summary Report

8.1. Date for September Council Meeting

#20180807001

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

Administration is requesting to change the date of the September Council Meeting from September 11th to September 14th.

Section 193 of the MGA allows a Council to change the date of a regularly scheduled Council Meeting.

Recommendation

Motion to reschedule the September Council Meeting to Friday, September 14 at 10:00 a.m, as per section 193 of the Municipal Government Act.

Additional Information

Originated By : pcorbiere



Issue Summary Report

8.2. Professional Development - Hailey Gish, Intern

#20180809003

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

Hailey Gish is requesting to attend the following courses with the costs to be paid through the professional development portion of the Municipal Internship Program:

Canadian Parks and Recreation Association Certification - \$1,220 (Sept. to April)

- The program touches on multiple aspects of parks and recreation, including: leadership, community building, service development and organizational management.
- Core competencies can be viewed on -
[https://s3.amazonaws.com/s3.amazonaws.com/docs/Professional+Development/Core_Competencies_Report_Web.pdf](https://s3.amazonaws.com/s3.amazonaws.com/s3.amazonaws.com/docs/Professional+Development/Core_Competencies_Report_Web.pdf)
- The course is relevant for her interest in community services and will be helpful when communicating about parks and recreation opportunities in our County.
- Course is 100% online and will take 3 hours per week.

AUMA Tradeshow and Conference in Red Deer - (September 26-28)

- Interns attend for free; only fee is \$45 for City of Red Deer Reception Dinner
- More information:
<http://www.cvent.com/events/2018-auma-convention/event-summary-92090e0a97864a6590e769597ad05d7d>

Recommendation

Administration is recommending to approve Hailey Gish, Municipal Intern, to take the Canadian Parks and Recreation Association Certification Course online from September to April at a cost of \$1220, to be funded through the ACP - Municipal Internship Grant Funding.

Administration is recommending to approve Hailey Gish to attend the AUMA Conference and Trade Show from September 26 to 28 in Red Deer at a cost of \$45 to be funded through the ACP - Municipal Internship Grant Funding.

Additional Information

Originated By : pcorbiere



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Issue Summary Report

8.3. MS Charity Golf Tournament

#20180808004

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

The 3rd Annual MS Charity Golf Tournament will be held this Friday, August 17th. They are requesting if the County would be interested in entering a team for the tournament. Cost is \$400 per team.

Recommendation

Administration is recommending to support the MS Society and enter one team in their Annual Golf Tournament on August 17th, at a cost of \$400.

Additional Information

Originated By : pcorbiere

3rd Annual ***"Tee Off MS"*** Presented by:



To County of St. Paul,

The mission of the MS Society is to be a leader in finding a cure for Multiple Sclerosis and enabling people affected by MS to enhance their quality of life. Canada has one of the highest rates in the world, with Alberta having over 14,000 people living with the disease.

Our fundraising efforts rely heavily upon the generosity of our local corporate community and their enthusiasm. Funds raised through events fuel critical local programs and services for individuals and families battling MS, and also support groundbreaking MS research as scientists continue to seek out a cure & improved treatments. On August 17th we will be holding our 3rd annual golf tournament, ***"Tee Off MS"***.

We are searching for teams to participate in our Annual event! Your participation will help provide more funding to help increase the Quality of Life of those affected MS in the Lakeland Region as well as bringing us closer to the realization of our mission – to End MS.

We look ***FOREward*** to hearing from you! If you have any questions, please don't hesitate to contact us. We look forward to partnering with you and we appreciate your consideration of this request.

Regards,

A handwritten signature in black ink, appearing to read "Brenda Rosychuk".

Brenda Rosychuk
587-252-3502

A handwritten signature in black ink, appearing to read "Corinne Lotoski".

Corinne Lotoski
780-614-7579

Appendix 1 for 8.3.: MS Golf Tournament



**Friday, August 17th, 2018
St. Paul Golf Course**

To register for the Tee OFF MS, please call 587-252-3502

Team Name: _____

Team Captain Name: _____
Address: _____
City: _____ **PC:** _____
Phone: _____
Email: _____

Golfer #2 Name: _____
Address: _____
City: _____ **PC:** _____
Phone: _____
Email: _____

Golfer #3 Name: _____
Address: _____
City: _____ **PC:** _____
Phone: _____
Email: _____

Golfer #4 Name: _____
Address: _____
City: _____ **PC:** _____
Phone: _____
Email: _____

Registration Fees: *(please include with registration form, this is not a donation, no receipt will be issued)*

\$400 for foursome registration (\$100 per golfer)

- ☐ Cheque
☐ Cash

Total Amount Paid: \$ _____

Tee OFF for MS Waiver Form

Must be signed by ALL participants.

In signing the release, I (we) acknowledge that I (we) understand the intent thereof, and I (we) hereby agree and absolve and hold harmless the Multiple Sclerosis Society of Canada, corporate sponsors, cooperating organizations and any other parties connected with this event in any way, singly or collectively from and against any blame and liability for any injury, misadventure, harm, loss, inconvenience or damage hereby suffered or sustained as a result of participation in The MS Drive For A Cure or any activities associated therewith. I (we) hereby consent to and permit emergency treatment in the event of injury or illness. I (we) also give full permission to use my name and /or photo in connection with this event.

Signature of Golfer

Date

The Multiple Sclerosis Society of Canada collects the personal information requested in this form to communicate about the MS Society and its fundraising activities. By completing this form, you consent to the collection, use and disclosure by the MS Society of your personal information in accordance with the MS Society privacy policy. If you have any questions about your personal information, please contact our privacy officer at 1-800-268-7582. A copy of our privacy policy may be obtained at any MS Society office or at www.mssociety.ca.

**Check us out on Facebook @
MS Society Lakeland Chapter
For more info & Pictures!**





Issue Summary Report

8.4. Request for additional Funding - Boscombe Community Centre #20180808002

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

At the July Council Meeting, Council made a motion to pay half the cost of the Boscombe Community Centre connecting to the Ashmont/Mallaig Transmission line, which will be approximately \$7,250.

The Boscombe Community Centre is now requesting that Council consider providing additional funding as the Association installed the cistern at their cost, which was approximately \$12,000.

Total Cost to connect - \$14,500;

- \$11,000 - hook up to property line (cost from Beretta plus County connection fee)
- \$2,500 - cost to hook to cistern
- \$1,000 - cost of pipe

Alternatives

Deny the request to provide additional funding for the water connection.

Pay the other 1/2 of connecting to the transmission line - \$7,250.

Pay the total cost to the property line - \$11,000.

Recommendation

Administration is recommending to approve an additional \$7,250 which will cover the total cost of the Boscombe Community Centre connecting to the Ashmont/Mallaig transmission line.

Additional Information

Originated By : pcorbiere

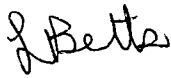
July 20, 2018

St. Paul County Council:

Thank you for approving a fifty percent share of the cost of connecting Boscombe Community Centre to the Ashmont/Mallaig water system. The Board of Directors would request that you consider additional funding as the Association installed the cistern at its own cost with no financial support.

Please contact me at 780 227 2155 if you require further information.

Thank you for considering this matter,

A handwritten signature in black ink, appearing to read 'L Betts', with a stylized flourish at the end.

Leanne Betts, Treasurer

Boscombe Community Centre Association



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

Issue Summary Report

8.5. County of St. Paul Community Association - Request for Funding #20180802001

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

The County of St. Paul Community Association has submitted an Investing in Canada Plan grant application to design and construct the boat launch located at the Stoney Lake Municipal Recreation Area. The total project cost is \$275,000.00.

The Association is also intending to submit a CFEP application in September to help fund the project.

The Association is requesting that the County contribute \$20,000.00 to the project.

Recommendation

Administration is recommending to contribute \$20,000 for the purpose of designing and constructing a boat launch at the Stoney Lake Municipal Recreation Area contingent on the Association's grant applications being successful.

Additional Information

Originated By : kattanasio



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

8.6. Bylaw 2018-15 Amend LUB re Changes to Cannabis Legislation #20180808006

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

With the passing of the Cannabis Act, cannabis will become legal for consumption in Canada on October 17, 2018. Every level of government is responsible for a portion of the control and regulation of cannabis. Bylaw 2018-15 addresses the regulation of cannabis in relation to the Land Use Bylaw.

After first reading, the Bylaw must be advertised in accordance with Section 606 of the MGA and a public hearing held in accordance with Section 230 of the MGA.

Recommendation

Administration is recommending to give first reading to Bylaw 2018-15, as it relates to amending Land Use Bylaw 2013-50, as a result of the passing of the Cannabis Act.

Additional Information

Originated By : kfedorez

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 the weeks of _____ and _____.

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



Issue Summary Report

8.7. Cold Mix Proposal

#20180808007

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

Council has approved the list of oiling projects for 2018. During the course of preparation for oiling east of Boyne Lake Store, PW staff were approached by Don Imeson who indicated that he was supposed to have oil an extra 1/2 mile to his property. The PW staff contacted Steven Jeffery, past Public Works Supervisor, who obtained easements for the road project in that area. He indicated that the 1/2 mile in question was in fact oiled prior to the road construction. As a result Administration is looking for approval to include this additional 1/2 mile of oil in Division 6. Councillor Amyotte has indicated that he will reduce 1/2 mile West of Mallaig to accommodate this change.

Councillor Hedrick has requested that the lagoon road west of Highway 36 be oiled for 1 mile. Prior to the new road being built to the new lagoon, this section of road did have oil on it. PW has indicated that due to the heavy truck traffic on this stretch of road, that Council consider other dust control alternatives to cold mix for this road. Options would include: MG30 or Roadtech.

CNRL is interested in trying the road tech product on 1 km on Twp Rd 560 East of Rge Rd 33. This is on a CNRL main haul route that was slated for cold mix repair in Division 1 - Krider Road east of 897. Administration is suggesting that CNRL pay for the product and the County install the product. Cost to CNRL - \$60,000; Cost to County - \$15,000. If we cold mix this section of road as planned, CNRL will be billed for the cold mix - \$80,000 and the County will pay for rip and relay of \$15,000.

Recommendation

Motion to approve an additional 1/2 mile of oil on Township Road 610 east of Boyne Lake Store to Don Imeson's property.

Motion to remove 1/2 mile of oil on Township Road 604 West of Mallaig.

Motion to remove 1 mile of oil on the Ashmont Lagoon Road and replace it with _____.

Motion to remove .75 mile of oil on Krider Road east of 897 and apply road tech to the road instead.

Additional Information

Originated By : pcorbiere

Oiling Proposals & Estimates 2018

Div. 1

- Willow Rg Rd	1 miles	2000 yds	In progress
- RGE RD 61	1 mile	2000 yds	
- Krider Rd east of 897	.75 mile	1000 yds	

Div. 2

- Stoney Twp 564	2 miles	3000 yds	
- Willow Rg RD	2 miles	3000 yds	

Div. 3

- St. Edouard Rg Rd 83	2 miles	3200 yds	
- RR82 south of hi way 29	2.5 miles	4000 yds	
- Rg Rd 85	1.5 mile	2000 yds	
- Armistice Rd	2 miles	3200 yds	
- Twp 560 south Lac Bell.	1.5	2800 yds	

Div. 4

- RGERD 104 North HWY	2 miles	3800 yds	
- RGERD 101 South HWY	1 miles	1800 yds	
- Lafond RD South HWY	1 mile	2000 yds	
- Garneau rd	1mile	2000 yds	

Div. 5

- Sunset Bay Rd	2 miles	3200 yds	
- Pederson Rd	1 mile	1600 yds	
- Lagoon Rd	1 mile	1600 yds	
- Parkland Sub	1.5 miles	2800 yds	In progress

Div. 6

- St. Lina 104 South	2.0 miles	3200 yds	Completed
- Boyne Lake East	0.5 miles	800 yds	
- RGERD 120a TWPRD 610	1.5 miles South	2400 yds	
- RR100 Mallaig north	2.5 miles	4600 yds	Completed
- TWP RD 604 Mallaig West	0.5 miles	800yds	was added and now on hold
- East of TWP 610 and RGE RD 120a	0.5 miles	800yds	NEW request

Total 34.5 miles 56000 yds or 71272 Tonnes



Issue Summary Report

8.8. CNRL Road Use Agreement

#20180809001

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

CNRL is proposing to upgrade a portion of RR 51 accessing 12-1-56-5-W4 as per the attached survey plan.

They currently have a short term agreement to access 12-1-56-6-W4. The agreement is dated January 16, 2018 and is valid for one year from date of execution as outlined in Section 2 of the Agreement. As per the agreement, the Industry Partner shall, no later than 90 days prior to the expiration of the term of the Agreement, advise the County whether they require continued use of the road. If they require continued use of the road, the industry partner shall enter into Agreement regarding the continued use of the road which includes provisions to construct and upgrade the road to applicable municipal standards and repair and maintain the road for twenty years from the date of completion.

The long term agreement for Standard Road Building and Maintenance is attached. Administration is recommending to enter into an agreement with CNRL with the following changes to the Standard Agreement:

- Remove Section 7 - Security
- 10b ii - Termination before 20 year agreement is over - \$1000/year (to cover some grading costs)

Recommendation

Administration is recommending to enter into a Road Building and Maintenance Agreement with CNRL to access 12-1-56-5-W4 through an existing approach off of RR 51 which directly accesses an existing surface location. The agreement will be amended by removing section 7 - Security and including a rate of \$1000/year in section 10 b ii.

Additional Information

Originated By : mchileen



August 9, 2018

CNRL File: 1048912

County of St. Paul No. 19
c/o Mark Chileen
5015 49 Ave
St. Paul, Alberta T0A 3A4

Dear Mr. Chileen:

Canadian Natural Resources Limited
CNRL 10C LINDBERGH 10-1-56-5 W4M (Drilled From 12-1-56-5 W4M)
PADSITE & ACCESS ROAD
ROAD BUILDING AND MAINTENANCE AGREEMENT

Please be advised that CANADIAN NATURAL RESOURCES LIMITED proposes to upgrade a portion RR 51 accessing 12-1-56-5-W4 as per the attached survey plan. The proposed upgrade will follow specifications as designated by The County.

Please advise if The County has any objections to CANADIAN NATURAL RESOURCES LIMITED upgrading a portion of RR 51.

Should you have any questions, please contact Evan Namur at Canadian Natural Resources Limited 780-826-8209 or by email at evan.namur@cnrl.com.

Yours truly,
CANADIAN NATURAL RESOURCES LIMITED

Evan Namur
Surface Landman

CNRL 10C LINDBERGH 10-1-56-5
Well Site and Access Road
to be Drilled from Surface Location in
L.S.12-SEC.1-TWP.56-RGE.5-W.4M.
County of St. Paul No. 19

THIS WELL IS TO BE SLANT DRILLED

AER INFORMATION

THE PROPOSED WELL CENTRE:

	YES	NO
• is at least 200m from a water well.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• is at least 100m from a water body. (Low Area & Draw)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• is at least 100m from any surface improvements. - if "NO" see Table of Proximities	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• is at least 40m from any surveyed road.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• is at least 5.0km from a lighted airport.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• is at least 1.6km from a unlighted airport.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• is at least 3.0km from a subsurface coal mine.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• requires the approval of Historic Resources Management Branch, Alberta Culture and Community Spirit re: Historical Resources Act. (March, 2014)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• meets the land reclamation guidelines with respect to drainage and elevation; Alberta Environment criteria. (Low Area on Pad Site & elevation change across Pad Site)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

• Owner: Larry Wayne Bazian (NW1)
C. of T.: 912 189 617 +2

• Owner: Larry Wayne Bazian (SW1)
C. of T.: 912 189 617 +1

• Owner: Larry Wayne Bazian (SE2)
C. of T.: 892 078 998

• Owner: Larry Wayne Bazian (SE2)
C. of T.: 912 057 947

The location of the Well Site and Access Road is agreed to this _____ day of _____, _____. I/We have no objection to the Alberta Energy Regulator issuing a Well license for the same.

Larry Wayne Bazian _____ Witness _____

ELEVATIONS

DATUM: Precise Point Positioning (PPP)

Well Center
597.50

596.62 594.30 596.62 596.99 597.52

AREAS

Existing Well Site	1.000ha.	2.47acres
Existing Access Road	0.540ha.	1.33acres
Well Site Addition	0.489ha.	1.21acres
Access Road Addition	0.347ha.	0.86acres
Total	2.376ha.	5.87acres

TWS (SW1)	0.402ha.	0.993acres
TWS (SE2 - C. of T. 892 078 998)	0.373ha.	0.922acres
TWS (SE2 - C. of T. 912 057 947)	0.032ha.	0.079acres

LEGEND

Survey Monuments Found
Survey Hubs Planted
Survey Iron Bars Planted
Proposed New Well Centre
Proposed Target Point and Bottom Hole
Existing Wellheads
Portions referred to bounded thus:
Distances are in metres and decimals thereof.

I, Ian C. Isackson, Alberta Land Surveyor, of Lloydminster, Alberta, certify that the field survey represented by this plan is true and correct to the best of my knowledge, was carried out in accordance with the Alberta Land Surveyors' Association Manual of Standard Practice, and the field survey was performed on the 3rd day of October, 2017.

Alberta Land Surveyor

Witness(J. Locke)

Date Signed: October 16, 2017

Canadian Natural
Canadian Natural Resources Limited

No.	Revision	Date
0	Final Plan Issued	October 13, 2017

Meridian Surveys(Alta.) Ltd
BOX 10219, LLOYDMINSTER, ALBERTA, T9V 3A4
Phone:(780)875-1440 Fax:(780)875-4813

OUR FILE: LA170472 ICI / JRL

LAND FILE: 13830 Page 1 of 5

REVISIONS

2017 / 10 / 13

CNRL FILE: 1048912

AFE: EW171399

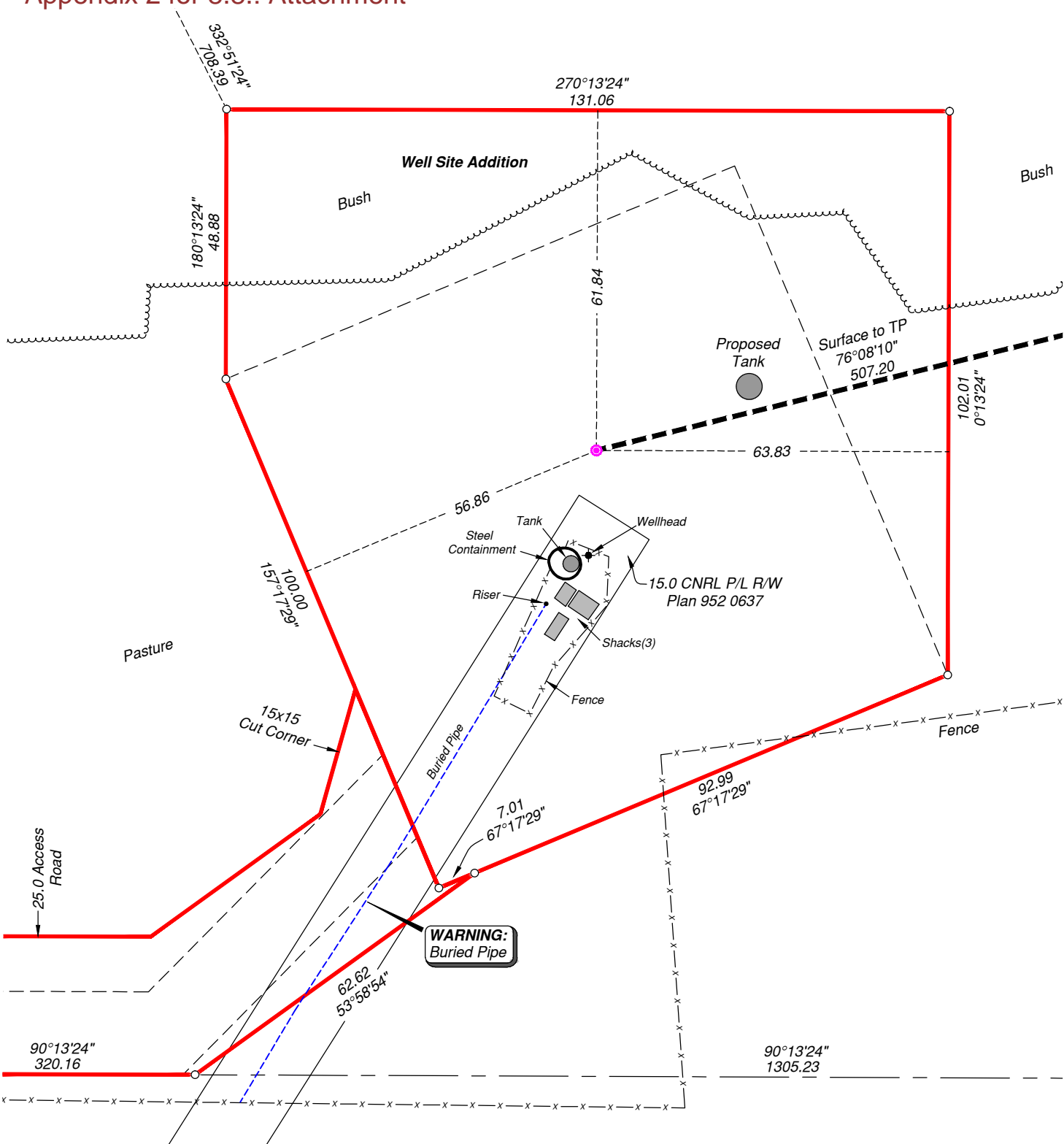
ETS ID: 126015

LAND FILE: 13830

Page 1 of 5

2017 / 10 / 13

Page 31 of 62



DETAIL "A"
SCALE 1:1000

ETS TABLE

CURRENT LOCATION	REQUESTED LOCATION	ETS ID	DRILL ANGLE FROM VERTICAL
10C-1	10C-1	126015	49.77°

CO-ORDINATES	SURFACE	PROPOSED TARGET POINT (TP)	PROPOSED BOTTOM HOLE (BH)
REFERRED TO SECTION BOUNDARY	691.13 South of North } Sec.1 372.41 East of West }	567.90 South of North } Sec.1 740.00 West of East }	546.21 South of North } Sec.1 653.34 West of East }
RECTANGULAR	0.00 North 0.00 East	121.53 North 492.42 East	142.92 North 579.08 East
CARTESIAN (N.W. Corner Sec.1-56-5-4)	692.41 South 370.05 East	570.88 South 862.47 East	549.49 South 949.13 East
GEOGRAPHICAL CO-ORDINATES NAD '27(ATS 4.1)	Lat. 53°48'38.55"N Long. 110°37'02.26"W	Lat. 53°48'42.46"N Long. 110°36'35.42"W	Lat. 53°48'43.15"N Long. 110°36'30.69"W
UTM CO-ORDINATES NAD '27	5962313 m North 525201 m East	5962436 m North 525691 m East	5962458 m North 525777 m East
GEOGRAPHICAL CO-ORDINATES NAD '83(ATS 4.1)	Lat. 53°48'38.86"N 53.810795° N. Long. 110°37'05.26"W 110.618129° W.	Lat. 53°48'42.78"N 53.811882° N. Long. 110°36'38.42"W 110.610672° W.	Lat. 53°48'43.47"N 53.812074° N. Long. 110°36'33.69"W 110.609357° W.
UTM CO-ORDINATES NAD '83	5962539 m North 525145 m East	5962662 m North 525635 m East	5962684 m North 525722 m East

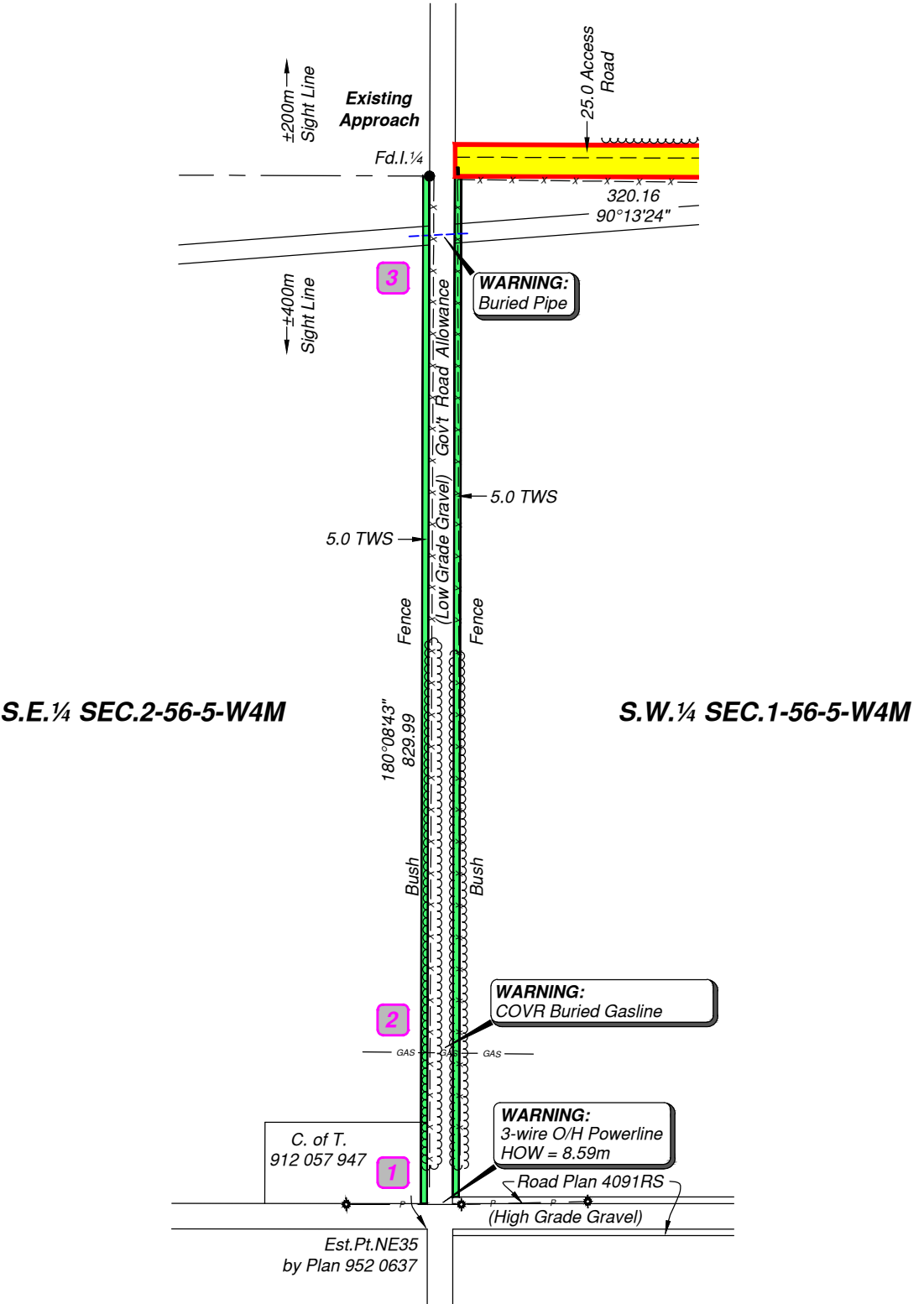
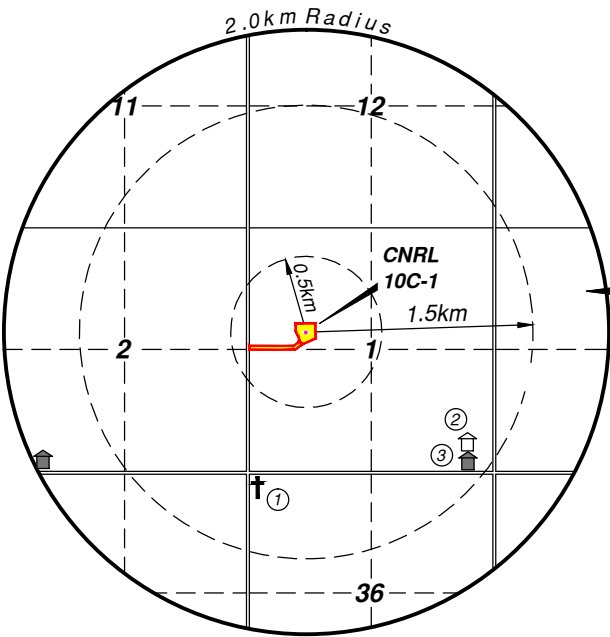


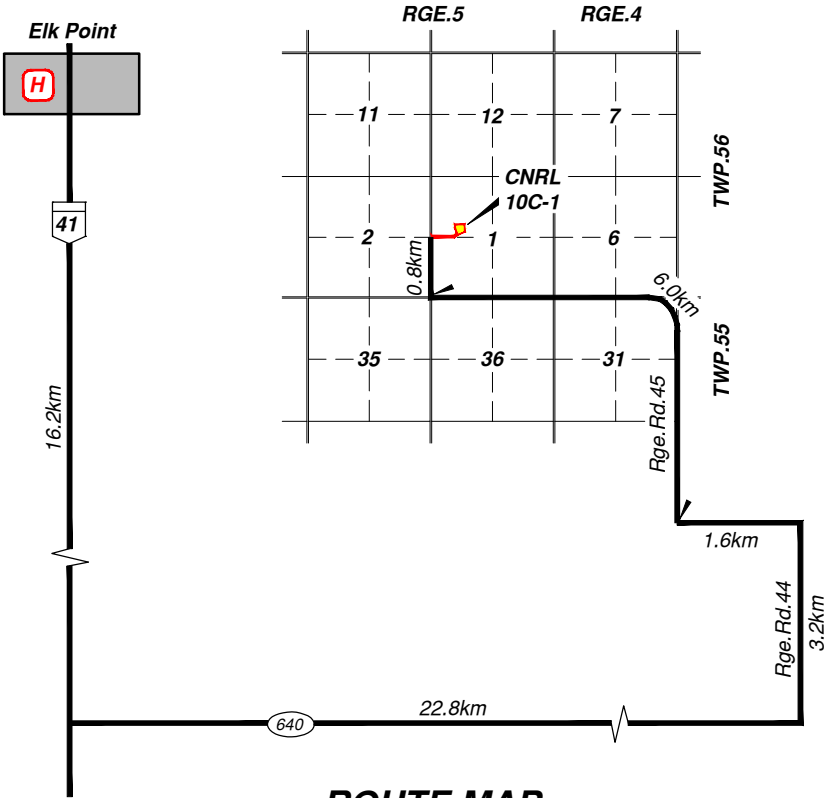
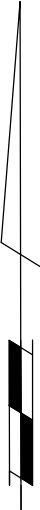
TABLE OF PROXIMITIES			
OPERATOR		DESCRIPTION	DISTANCE FROM WELL CENTRE
CNRL		Facilities within Existing Lease	See Detail 'A'
Crossing numbers indicated: <div>1</div>			
TABLE OF CROSSINGS			
No.	OPERATOR	DESCRIPTION	LOCATION
1	Atco Electric	3-wire O/H Powerline - HOW=8.59m	Road Allowance
2	COVR	Buried Gasline	Road Allowance
3	CNRL	Buried Pipe	Road Allowance
4	CNRL	Buried Pipe - 15.0 P/L R/W Plan 952 0637	N.W.¼ Sec.1-56-5-W4M
CNRL 10C LINDBERGH 10-1-56-5		CNRL FILE: 1048912	OUR FILE: LA170472
		Page 4 of 5	



ROAD USE AGREEMENT DATA
No other access required

Surface Developments within 1.5km of Well Centre
① 1010m ③ 1360m
② 1330m
Nearest Surface Development: Cemetery: 1010m
Nearest Urban Centre: Henisburg: 7.5km

RESIDENCE SKETCH
Scale 1:50,000
Occupied Residence shown thus ...
Abandoned Residence shown thus ...
Public Facilities ...



ROUTE MAP
Scale 1:100,000
Nearest Hospital shown thus ...

PHOTO MOSAIC PLAN
SHOWING
CNRL 10C LINDBERGH 10-1-56-5
IN THE
N.W.¼ SEC.1-TWP.56-RGE.5-W.4M.
SCALE 1:10 000



Imagery Source:
© 2016 Airbus Defense and Space, Licensed by Planet Labs Geomatics Corp.,
www.blackbridge.com/geomatics

County of St. Paul No. 19



ROAD BUILDING AND MAINTENANCE AGREEMENT

MEMORANDUM OF AGREEMENT made this day of January 16, 2018.

The County of St. Paul No. 19,
A Municipal Corporation in the Province of Alberta
(Hereinafter known as "the Municipality")

And

CANADIAN NATURAL RESOURCES LIMITED
(Hereinafter known as "the Industry Partner")

WHEREAS the Municipality has jurisdiction over all local roadways within the County of St. Paul No. 19;

AND WHEREAS the Municipality is committed to protecting and maintaining every road under its management in a reasonable state of repair, having regard for the character of each road and the area of the Municipality in which it is located;

AND WHEREAS the Industry Partner requires the temporary use of a road that is currently undeveloped or under developed for its purposes in order to carry out its operations, and will benefit from the construction of an improved road;

AND WHEREAS the Industry Partner wishes to ship, haul or receive certain goods, equipment or materials over the road, the movement of which in the Municipality's opinion is likely to result in damage;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the Municipality allowing the Industry Partner to build or improve a road on a statutory road allowance and the mutual covenants and conditions set out herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) LOCATION:

CNRL will be accessing 12-1-56-5 W4 through an existing approach off RR 51 which directly accesses an existing surface location. The road to be used is the portion of RR 51 from this approach location headed south to Township Road 560.

The location of the road to be constructed and upgraded by the Industry Partner is as shown highlighted in yellow on Schedule "A" to this Agreement (the "Road").

2) TERM OF THIS AGREEMENT AND INDUSTRY PARTNER'S OBLIGATIONS AT EXPIRY OF THE TERM

- a. This Agreement shall be for a term of ONE (1) YEAR from the date of execution of this Agreement.
- b. The Industry Partner shall, no later than NINETY (90) DAYS prior to the expiration of the term of this Agreement, advise the County in writing as to whether the Industry Partner requires continued use of the Road for the Industry Partner's purposes.
 - i. In the event the Industry Partner advises the County that it requires continued use of the Road for the Industry Partner's purposes, the Industry Partner shall enter into an Agreement with the County with respect to its continued use of the Road which shall include provisions requiring the Industry Partner to construct and upgrade the Road to the applicable municipal standards and to repair and maintain the Road for a period of TWENTY (20) YEARS from the date of completion of construction and upgrade of the Road. The agreement required pursuant to this provision shall be in a form and on terms and conditions satisfactory to the County, and shall be executed prior to the last day of the term of this Agreement.
 - ii. In the event the Industry Partner advises the County that it does not require continued use of the Road for the Industry Partner's purposes, the Industry Partner shall at its sole cost and expense remove all improvements and upgrades to the Road constructed by the Industry Partner pursuant to this Agreement and restore the Road to the condition it was in prior to the execution of the County. The Industry Partner's removal and restoration of the Road pursuant to this provision shall be to the satisfaction of the County, and shall be completed prior to the last day of the term of this Agreement.

3) INDUSTRY PARTNER'S OBLIGATIONS

Construction of and Upgrades to the Road

- a. The Industry Partner shall at its sole cost and expense construct and upgrade the Road, or cause the Road to be constructed and upgraded, to the standard required to allow the Industry Partner use the Road for its intended purpose for the term of this Agreement.
- b. The Industry Partner shall be responsible for the repair and restoration of all damage caused by it or any third party in constructing and installing the Road. Without restricting the generality of the foregoing, the Industry Partner shall restore all open areas, ditches, public roadways and other public areas as nearly as possible to the condition in which they were in immediately prior to the construction and upgrade of the Road.
- c. The Industry Partner's obligations with respect to the construction of and upgrade to the Road shall be carried out at the Industry Partner's sole cost and expense and to the satisfaction of the County.

Repairs and Maintenance

- d. The Industry Partner shall be responsible for all repairs and replacements to the Road, and maintenance of the Road during the term of this Agreement. The Industry Partner shall ensure that the Road is kept in a reasonable state of repair, having regard to the character of the Road and the area of the municipality in which it is located.
- e. Without limiting the generality of the Industry Partner's obligations pursuant to this Agreement the Industry Partner shall be responsible for the following during the term of this Agreement:
 - i. the removal of obstructions such as gravel, rocks, silt, or concrete, and excess dirt and debris, which are located upon the Road as a result of construction;
 - ii. remedying failure of or damage to the Road resulting from defective materials, improper installation, or third party damage, and;
 - iii. maintenance of the Road to the applicable municipal standards, as amended from time to time, including but not limited to: gravelling, grading, and blading; repairs to and/or replacement of road surfaces; regrading of drainage course, swales, or ditches, and; snow removal.

- f. The Industry Partner's obligations with respect to the repair and maintenance of the Road shall be carried out at the Industry Partner's sole cost and expense and to the satisfaction of the County.

Workers' Compensation and Occupational Health and Safety

- g. The Industry Partner shall comply with the requirements and regulations under the *Workers' Compensation Act*, RSA 2000, c. W-15, as amended from time to time, and shall arrange such insurance as required by the said Act. The Industry Partner shall comply with the requirements and regulations under the *Occupational Health and Safety Act*, RSA 2000, c. O-2, as amended from time to time. For the purposes of the *Occupational Health and Safety Act* the Industry Partner is the Prime Contractor for the work performed pursuant to this Agreement.

Access to Road

- h. The Industry Partner shall erect such barriers and signage as are required by the County, at the location shown marked on Schedule "B" to this Agreement, in order to prevent public access to the Road from occurring by way of the private road identified and shown in Schedule "B" to this Agreement.

4) ACCESS AND INSPECTION

- a. The Industry Partner shall provide the County with free and interrupted access to all parts and aspects of the construction and installation of the Road for the purposes of inspection of construction procedures, sampling of materials used in construction and enforcing compliance by the Industry Partner with the terms and conditions of this Agreement including with respect to repair and maintenance of the Road.
- b. The County is not liable for any damages or claims by the Industry Partner for delays resulting from any inspection. The acceptance or lack of comment on the part of the County with regard to construction of, repairs to, or maintenance of the Road shall not relieve the Industry Partner of its obligations under this Agreement.

5) INSURANCE

- a. Without in any way limiting the obligations or liabilities of the Industry Partner, the Industry Partner shall provide and keep in force during the term of this Agreement insurance policies acceptable to and approved by the County. This protection shall include, but not be limited to the Industry

Partner's contingent liability with respect to the activities or anyone, including contractors and subcontractors, or anything done pursuant to this Agreement. The minimum amount of coverage for General Liability for bodily injury, death, and damage to property shall be an amount not less than \$5,000,000.00 per occurrence.

- b. The County shall be named as an additional insured with respect to this Agreement, and the policy shall not be capable of cancellation or material change without a minimum of thirty (30) days' prior written notice to the County. The Industry Partner shall provide a signed original of the insurance policy referred to herein to the County within FIVE (5) DAYS of the execution of this Agreement.

6) INDEMNITY

- a. The Industry Partner shall indemnify and save harmless the County, its elected officials, officers, employees, and agents from, of, and against all claims, proceedings, demands, losses, damages, actions, costs, expenses (including legal fees on a solicitor and own client full indemnity basis) and judgments of every nature or kind including, without limiting the generality of the foregoing, all damages for personal injury or death, arising out of or attributable to:
 - i. any and all actions or conduct of the Industry Partner, its employees, agents, contractors and sub-contractors pursuant to this Agreement;
 - ii. any work or act committed or omitted by the Industry Partner, its employees, agents, contractors and sub-contractors in the performance of this Agreement, including but not limited to with respect to the Industry Partner's construction, upgrade, repair and maintenance obligations with respect to the Road, and;
 - iii. any failure or inability by the Industry Partner its employees, agents, contractors and sub-contractors to keep the road in a reasonable state of repair, having regard to the character of the road and the area of the municipality in which it is located.

This indemnity shall survive the expiration or termination of this Agreement, howsoever it occurs.

7) DEFAULT

- a. If the Industry Partner fails to comply with any provision of this agreement, including its obligations with respect to the maintenance of the Road, the County may, without prejudice to any other rights or remedy the County may have, give notice to the Industry Partner that the Industry Partner is in default of its contractual obligations and instruct the Industry Partner to correct the default within FIVE (5) BUSINESS DAYS immediately following the receipt of the notice. If the Industry Partner fails to correct the default within the time specified in this provision, or such other period of time as is agreed upon by the County and the Industry Partner, then without prejudice to any other right of remedy the County may have, the County may do one or both of the following without further notice to the Industry Partner:
 - i. immediately rectify or cure the default described in the notice. Any and all costs and expenses incurred by the County in rectifying or curing the default described in the said notice shall be amounts owing by the Industry Partner to the County, and the County shall be entitled to immediate payment from the Industry Partner, or;
 - ii. immediately terminate this Agreement, in which case the provisions of Part 8 (Termination) shall apply.

Notwithstanding any other provision of this Agreement the County shall not be under any obligation to complete all or any of the work required to be performed by the Industry Partner pursuant to this Agreement.

8) TERMINATION

- a. If the Industry Partner is unable to pay its lawful debts as they become due, is adjudged bankrupt, makes a proposal pursuant to the *Companies' Creditors Arrangement Act*, RSA 1985, c C-36, as amended from time to time, commits or threatens to do any act of bankruptcy, commits or seeks to liquidate or be involved in any similar action under any law relating to bankruptcy or insolvency, the County may, without prejudice to any other right or remedy it has, terminate this Agreement by giving the Industry Partner notice that the Agreement will be terminated effective immediately.
- b. If the County terminates this Agreement in whole or part, whether pursuant to subsection (1) or otherwise, the County may (but is not required to) elect to remove or uninstall all or any portion of the Road constructed or upgraded by the Industry Partner pursuant to this Agreement by whatever method the County may consider proper or expedient. In addition to any other amount that may be owing under this Agreement the Industry Partner shall be liable to the County for any costs incurred by the County related to the termination of this Contract including

but not limited to the County's cost to remove or uninstall all or any portion of the Road in accordance with this provision.

- c. Notwithstanding any other provision of this Agreement, termination of this Agreement in any manner by the County shall not limit, affect or invalidate in any manner: those provisions of this Agreement for the benefit of the County which, expressly or by implication, are to operate or have effect after termination; any right of action the County may have as at the date of termination; or any other right or remedy the County may have as a consequence of the Industry Partner's default and the resulting termination of this Agreement.

The County shall not be liable for any penalties, claims, expenses or costs incurred or suffered by the Industry Partner as a result of the termination of this Agreement.

9) GENERAL PROVISIONS

- a. The Schedules to this Agreement form a part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- b. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall, nevertheless, remain in full force and effect. No provision of this Agreement shall be deemed dependent on any other provision unless expressly so stated herein.
- c. This Agreement embodies the entire Agreement between the parties, superseding any prior Agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both parties hereto.
- d. The failure of either party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder of the future performance of any such term, covenant or condition, and the obligation of either party with respect thereto shall continue in full force and effect. Any forbearance by the County to seek a remedy for any breach by the Industry Partner shall not be a waiver by the County of its rights and remedies with respect to any subsequent breach.
- e. This Agreement shall be binding upon and shall enure to the benefit of the successors and assigns to the parties hereto.

IN WITNESS WHEREOF the parties have hereunto caused their respective signatures to be affixed through their respective agents in this regard.

COUNTY OF ST. PAUL NO. 19

INDUSTRY PARTNER

Superintendent of Public Works or Designate

Signature of Representative

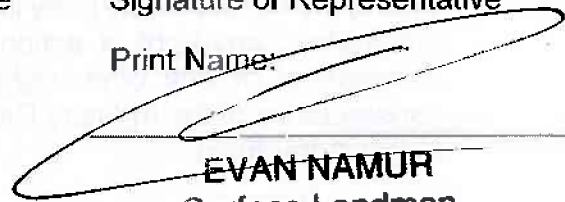
Print Name:

Print Name:

Mark Chileen

Signatures:





EVAN NAMUR
Surface Landman

SCHEDULE "A"

ON 1



County of St. Paul No. 19



STANDARD ROAD BUILDING AND MAINTENANCE AGREEMENT

MEMORANDUM OF AGREEMENT made this day of _____, ____.

The County of St. Paul No. 19,
A Municipal Corporation in the Province of Alberta
(Hereinafter known as “the Municipality”)

And

Canadian Natural Resources Limited
(Hereinafter known as “the Industry Partner”)

WHEREAS the Municipality has jurisdiction over all local roadways within the County of St. Paul No. 19;

AND WHEREAS the Municipality is committed to protecting and maintaining every road under its management in a reasonable state of repair, having regard for the character of each road and the area of the Municipality in which it is located;

AND WHEREAS the Industry Partner requires the use of a road that is currently undeveloped or under developed for its purposes in order to carry out its operations, and will benefit from the construction of an improved road;

AND WHEREAS the Industry Partner wishes to ship, haul or receive certain goods, equipment or materials over the road, the movement of which in the Municipality's opinion is likely to result in damage;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the Municipality allowing the Industry Partner to build or improve a road on a statutory road allowance and the mutual covenants and conditions set out herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) LOCATION:

Location of road to be upgraded or built:

CNRL is accessing 12-1-56-5 W4 through an existing approach off RR 51 which directly accesses an existing surface location. The road to be Upgraded is the 0.8km portion of RR 51 from this approach location headed south to Township Road 560.

as outlined and shown in **Schedule “A”** to this Agreement. (the “Road”)

2) CONSTRUCTION OF ROAD

- a. The Industry Partner shall at its sole cost and expense construct the Road, or cause the Road to be constructed, to the standards set out in the County’s Municipal Servicing Standards Bylaw, as amended from time to time.
- b. The Industry Partner shall be responsible for the repair and restoration of all damage caused by it or any third party in constructing and installing the Road. Without restricting the generality of the foregoing, the Industry Partner shall restore all open areas, ditches, public roadways and other public areas as nearly as possible to the condition in which they were in immediately prior to the construction and installation of the Road.
- c. The Industry Partner shall arrange for the design, supply, and installation of all required pavement markings and traffic control signs, in accordance with County standards and specifications, as amended from time to time.
- d. Where the Industry Partner is required to obtain a crossing, proximity, ground disturbance or encroachment agreements, or any other agreement, permission, permit or approval required for the construction and installation of the Road, the Industry Partner shall be responsible for payment of all application fees, advertising costs, extra costs, damage claims, and insurance costs related to the noted agreements.
- e. The Industry Partner’s obligations with respect to the construction of the Road, as set out in this Part 2 of this Agreement, shall be carried out with reasonable dispatch and to the satisfaction of the County.

3) REPAIRS AND MAINTENANCE

- a. The Industry Partner shall be responsible for all repairs and replacements to the Road, and maintenance of the Road, which may become necessary from any cause whatsoever for a period of twenty (20) years from the date on which the County confirms in writing that the Road has been constructed to its satisfaction in accordance with the requirements of this Agreement (the “Maintenance Term”).
- b. Without limiting the generality of the Industry Partner’s obligations pursuant to this Part 3 of this Agreement, the Industry Partner shall be responsible for the following:
 - i. the removal of obstructions such as gravel, rocks, silt, or concrete, and excess dirt and debris, which are located upon the Road as a result of construction;
 - ii. remedying failure of or damage to the Road resulting from defective materials, improper installation, or third party damage, and;
 - iii. maintenance of the Road to the applicable municipal standards, as amended from time to time, including but not limited to: gravelling, grading, and blading; repairs to and/or replacement of road surfaces; regrading of drainage course, swales, or ditches, and; snow removal.
- c. The Industry Partner’s obligations with respect to the repair and maintenance of the Road, as set out in this Part 3 of this Agreement, shall be carried out at the Industry Partner’s sole cost and expense and to the satisfaction of the County.

4) OTHER INDUSTRY PARTNER OBLIGATIONS

- a. The Industry Partner shall comply with the requirements and regulations under the *Workers Compensation Act*, RSA 2000, c. W-15, as amended from time to time, and shall arrange such insurance as required by the said Act. The Industry Partner shall comply with the requirements and regulations under the *Occupational Health and Safety Act*, RSA 2000, c. O-2, as amended from time to time. For the purposes of the *Occupational Health and Safety Act* the Industry Partner is the Prime Contractor for the work performed pursuant to this Agreement.

5) ACCESS AND INSPECTION

- a. The Industry Partner shall provide the County with free and interrupted access to all parts and aspects of the construction and installation of the Road for the purposes of inspection of construction procedures, sampling of materials used in construction and enforcing compliance by the Industry Partner with the terms and conditions of this Agreement including with respect to repair and maintenance of the Road.
- b. The County is not liable for any damages or claims by the Industry Partner for delays resulting from any inspection. The acceptance or lack of comment on the part of the County with regard to construction of, repairs to, or maintenance of the Road shall not relieve the Industry Partner of its obligations under this Agreement.

6) INSURANCE

- a. Without in any way limiting the obligations or liabilities of the Industry Partner, the Industry Partner shall provide and keep in force during the term of this Agreement insurance policies acceptable to and approved by the County. This protection shall include, but not be limited to the Industry Partner's contingent liability with respect to the activities or anyone, including contractors and subcontractors, or anything done pursuant to this Agreement. The minimum amount of coverage for General Liability for bodily injury, death, and damage to property shall be an amount not less than \$5,000,000.00 per occurrence.
- b. The County shall be named as an additional insured with respect to this Agreement, and the policy shall not be capable of cancellation or material change without a minimum of thirty (30) days' prior written notice to the County. The Industry Partner shall provide a signed original of the insurance policy referred to herein to the County within FIVE (5) DAYS of the execution of this Agreement.

7) SECURITY

- a. The Industry Partner shall, in order to ensure performance of its covenants and obligations under this Agreement, supply to the County on or before the date of this Agreement taking effect, security in the form of an Irrevocable Letter of Credit in a form and on terms and conditions satisfactory to the County in the amount of _____ DOLLARS. The Irrevocable Letter of Credit shall be effective for a period of one year and automatically renewed for additional, one-year periods until the County authorizes its lapse in writing. Security shall remain in effect until

such time as the County has confirmed in writing that the Industry Partner has complied with its obligations pursuant to this Agreement including with respect to the repair and maintenance of the Road.

8) INDEMNITY

- a. The Industry Partner shall indemnify and save harmless the County, its elected officials, officers, employees, and agents from, of, and against all claims, proceedings, demands, damages, actions, costs, expenses (including legal fees on a solicitor and own client full indemnity basis) and judgments of every nature or kind including, without limiting the generality of the foregoing, all damages for personal injury or death arising out of or attributable to:
 - i. any and all actions or conduct of the Industry Partner, its employees, agents, contractors and sub-contractors pursuant to this Agreement, and;
 - ii. any work or act committed or omitted by the Industry Partner, its employees, agents, contractors and sub-contractors in the performance of this Agreement, including but not limited to with respect to the Industry Partner's repair and maintenance obligations pursuant to Part 3 of this Agreement.

This indemnity shall survive the expiration or termination of this Agreement, howsoever it occurs.

9) DEFAULT

- a. If the Industry Partner fails to comply with any provision of this agreement, including its obligations with respect to the maintenance of the Road, the County may, without prejudice to any other rights or remedy the County may have, give notice to the Industry Partner that the Industry Partner is in default of its contractual obligations and instruct the Industry Partner to correct the default within FIVE (5) BUSINESS DAYS immediately following the receipt of the notice. If the Industry Partner fails to correct the default within the time specified in this provision, or such other period of time as is agreed upon by the County and the Industry Partner, then without prejudice to any other right of remedy the County may have, the County may do one or both of the following without further notice to the Industry Partner:
 - i. immediately rectify or cure the default described in the notice. Any and all costs and expenses incurred by the County in rectifying or curing the default described in the said notice shall be amounts

owing by the Industry Partner to the County, and the County shall be entitled to immediate payment from the Industry Partner or from the security provided by the Industry Partner pursuant to this Agreement, or;

- ii. immediately terminate this Agreement, in which case the provisions of Part 10(a) shall apply.

Notwithstanding any other provision of this Agreement the County shall not be under any obligation to complete all or any of the work required to be performed by the Industry Partner pursuant to this Agreement.

- b. In addition to any other remedy the County may have available to it, the County may realize upon the security provided to it by the Industry Partner under the following circumstances:
 - i. at any time during which the Industry Partner is in default of the terms, conditions, and obligations herein contained with respect to the construction and installation of the Road;
 - ii. for the purpose of repairing or maintaining the Road as herein required to be maintained by the Industry;
 - iii. for payment of any amount owing to the County, or;
 - iv. for damages and extra costs incurred by the County.

10) TERMINATION

a. Termination by the County

- i. If the Industry Partner is unable to pay its lawful debts as they become due, is adjudged bankrupt, makes a proposal pursuant to the *Companies' Creditors Arrangement Act*, RSA 1985, c C-36, as amended from time to time, commits or threatens to do any act of bankruptcy, commits or seeks to liquidate or be involved in any similar action under any law relating to bankruptcy or insolvency, the County may, without prejudice to any other right or remedy it has, terminate this Agreement by giving the Industry Partner notice that the Agreement will be terminated effective immediately.
- ii. If the County terminates this Agreement in whole or part, whether pursuant to subsection (1) or otherwise, the County shall if applicable be entitled to (but has no obligation to) finish

the construction and installation of the Road by whatever method the County may consider proper or expedient. In addition to other amount that may be owing under this Agreement the Industry Partner shall be liable to the County for any costs incurred by the County related to the termination of this Contract including but not limited to the County's cost to complete construction and installation of the Road, if applicable, and to repair and maintain the Road for the Maintenance Term or such portion of the Maintenance Term as is unexpired at the date of termination of the Agreement, prorated accordingly. For the purposes of this provision, the County's costs with respect to repair and maintenance of the Road for the balance of Maintenance Term shall be the Maintenance Costs set out in subsection (b)(ii) of this Part.

- iii. Notwithstanding any other provision of this Agreement, termination of this Agreement in any manner by the County shall not limit, affect or invalidate in any manner: those provisions of this Agreement for the benefit of the County which, expressly or by implication, are to operate or have effect after termination; any right of action the County may have as at the date of termination; or any other right or remedy the County may have as a consequence of the Industry Partner's default and the resulting termination of this Agreement.
- iv. The County shall not be liable for any penalties, claims, expenses or costs incurred or suffered by the Industry Partner as a result of the termination of this Agreement.

b. Termination by the Industry Partner

- i. The Industry Partner may not terminate this Agreement prior to completion of construction and installation of the Road (which shall be to the County's satisfaction and in accordance with the requirement of this Agreement) without the County's express written consent, which consent may be unreasonably withheld or subject to such terms and conditions as the County in its sole discretion deems it necessary to impose.
- ii. The Industry Partner may terminate this Agreement at any time after completion of construction and installation of the Road (which shall be to the County's satisfaction and in accordance with the requirements of this Agreement) upon payment to the County of the sum of \$_____ for each year of the Maintenance Term as is unexpired at the date of termination of the Agreement (the "Maintenance Costs"), prorated accordingly. The Industry Partner acknowledges and

agrees that the Maintenance Costs are the parties' best estimate, and a genuine and reasonable pre-estimate, of the County's costs with respect to the repair and maintenance of the Road for the balance of the Maintenance Term.

11) GENERAL PROVISIONS

- a. The Schedules to this Agreement form a part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- b. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall, nevertheless, remain in full force and effect. No provision of this Agreement shall be deemed dependent on any other provision unless expressly so stated herein.
- c. This Agreement embodies the entire Agreement between the parties, superseding any prior Agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both parties hereto.
- d. The failure of either party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder of the future performance of any such term, covenant or condition, and the obligation of either party with respect thereto shall continue in full force and effect. Any forbearance by the County to seek a remedy for any breach by the Industry Partner shall not be a waiver by the County of its rights and remedies with respect to any subsequent breach.
- e. This Agreement shall be binding upon and shall ensure to the benefit of the successors and assigns to the parties hereto.

IN WITNESS WHEREOF the parties have hereunto caused their respective signatures to be affixed through their respective agents in this regard.

COUNTY OF ST. PAUL NO. 19
Superintendent of Public Works or Designate
Print Name:

Signatures:

Canadian Natural Resources Ltd.
Signature of Representative
Print Name:



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

Issue Summary Report

8.9. McRae Hall Request to Haul Clay

#20180809002

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

The McRae Community is re-tinning their hall and are in need of approximately 40 yards of clay to help with drainage on their property. They are requesting assistance from the County by hauling in this clay to their site for free. There is some clay stored in the Public Works yard which can be hauled out to McRae.

Recommendation

Administration is recommending to approve the request to haul clay out to the McRae Community hall to assist with drainage on their property.

Additional Information

Originated By : mchileen

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

#20180731013

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 10:00

Meeting Type : Council Meeting

Background

CAO Report to be presented at the meeting.

Recommendation

Motion to approve the CAO Report.

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

#20180731014

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 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 July 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

#20180731015

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 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>
21614	July 3, 2018	31601 - 31666	\$ 319,373.88
21664	July 12, 2018	Direct Deposit	\$ 127,653.52
21665	July 12, 2018	31667 - 31783	\$ 999,838.21
21682	July 18, 2018	31784 - 31841	\$2,644,738.51

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

#20180731016

Meeting : August 14, 2018 Council Meeting

Meeting Date : 2018/08/14 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 July, 2018 as circulated.

Additional Information

Originated By : tmahdiuk