



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

June 14, 2016

Tuesday, June 14, 2016

Start time 10:00 AM

AGENDA

1. **Call to Order**
2. **Minutes**
 - 2.1 **May 10, 2016 (2016/05/10)**
3. **Bank Reconciliation**
4. **Additions to Agenda and Acceptance of Agenda**
5. **In Camera**
 - 5.1. **In Camera Item**
6. **Business Arising from Minutes**
7. **Delegation**
 - 7.1. **11:00 a.m. - Bylaw No. 2016-12 - Amend LUB - Rezone N 1/2 NW 7-58-8-W4**
 - 7.2. **11:30 a.m. - Karen Getzinger & Les Trach**
8. **New Business**
 - 8.1. **Purchase Firefighting ATV w/ Skid Unit**
 - 8.2. **Request for Funding - Riverland Recreational Trail Society**
 - 8.3. **Funding Request - Ashmont Royal Canadian Legion**
 - 8.4. **Request to Cost Share Operating Costs for Elk Point Senior's Handi Van**
 - 8.5. **Request to Cancel Property Taxes on Lot 6, Block 3, Plan 0021847**
 - 8.6. **Request for Property Tax Exemption**
 - 8.7. **St. Vincent Beach**
 - 8.8. **Bylaw No. 2015-15 - Road Closure Bylaw between SE 6-60-11-W4 and NE 31-59-11-W4**
 - 8.9. **Water Supply Agreement with Hwy 28/63 Water Commission**
 - 8.10. **MGA Review Questionnaire**
 - 8.11. **Spring Cleanup**
9. **Correspondence**

10. **Reports**

10.1. **CAO Report**

11. **Upcoming Meetings**

11.1. **June 24 Beaver River Trestle Grand Opening**

Summary:

Noon - 2:30 p.m. - Open House - Rides from Cold Lake staging area to trestle. BBQ Burgers and hotdogs at trestle

3:00 p.m. - Official Opening Ceremonies

11.2. **June 28 @ 10:00 a.m. - Public Works**

12. **Financial**

12.1. **Budget to Actual**

12.2. **Council Fees**

12.3. **Listing of Accounts Payable**

13. **Adjournment**

5. In Camera

5.1. IN CAMERA ITEM



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

Issue Summary Report

5.1. In Camera Item

#20160610004

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

In camera items to be presented at the meeting.

Recommendation

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

Additional Information

Originated By : pcorbiere

7. Delegation

- 7.1. 11:00 A.M. - BYLAW NO. 2016-12 - AMEND LUB - REZONE N 1/2 NW 7-58-8-W4
- 7.2. 11:30 A.M. - KAREN GETZINGER & LES TRACH



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

7.1. 11:00 a.m. - Bylaw No. 2016-12 - Amend LUB - Rezone N 1/2 NW 7-58-8-W4 #20160516005

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

At the May 10, 2016 meeting, Council gave first reading to Bylaw No. 2016-12, which is a bylaw to amend Land Use Bylaw No. 2013-50 as it relates to rezoning 10 acres in N 1/2 NW 7-58-8-W4 from Agricultural to Country Residential One (CR1).

Bylaw No. 2016-12 was advertised in the St. Paul Journal and Elk Point Review the weeks of May 30 and June 7, 2016.

RSVPs were sent out to adjacent landowners regarding a public consultation which was to be held on May 30, 2016, however there were no favorable replies therefore the public consultation was cancelled.

Recommendation

Proceed to Public Hearing

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2016-12

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.

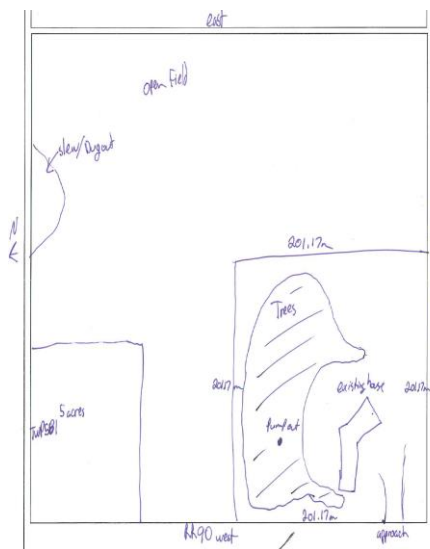
WHEREAS, it is deemed expedient to amend the Land Use Bylaw of St. Paul and County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

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:

FROM: Agricultural to Country Residential One (CR1)

FOR: 10 acres in N 1/2 NW 7-58-8-W4



Read a first time in Council this 10th day of May, A.D. 2016.

Advertised in the St. Paul Journal.

Read a second time in Council this day of , A.D. 2016.

Read a third time and duly passed in Council this day of , A.D. 2016.

Reeve

Chief Administrative Officer

COUNTY OF ST. PAUL REZONING APPLICATION

Name of Applicant: Leon Brousseau Roseann Brousseau Email: leonbrousseau@yahoo.ca roseannbrousseau@yahoo.ca

Mailing Address: Box 1331

Telephone (Home): 780-614-5892 (Business): _____ (Fax): _____
Leon 780-614-7424

Registered Owner (if not applicant): _____

Mailing Address: Box 1331 St. Paul AB T0A3A0

Telephone (Home): _____ (Business): _____ (Fax): _____

1. LEGAL DESCRIPTION OF LAND TO BE REZONED:

- a) All / part of the N $\frac{1}{2}$ W $\frac{1}{4}$ 7 section 58 township 8 range W4M
- b) Being all / parts of Lot _____ Block _____ Registered Plan _____
- c) Total area of the above parcel of land to be rezoned is 10 acres _____ (hectares)

2. ZONING INFORMATION:

- a) Current Zoning as per the Land Use Bylaw 2013-50: Agriculture
- b) Desired Zoning as per the Land Use Bylaw 2013-50: Country Residential One
- c) Proposed use as per the Land Use Bylaw 2013-50: Single Detached Dwelling
- d) Is the proposed use a permitted or discretionary use: permitted.
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan? No
- f) Information in support of the rezoning:
Area has already multi lot subdivisions and we are close to town
I'D like to sever the house from agricultural land

Appendix 2 for 7.1.: Rezoning Application

3. LOCATION OF LAND TO BE REZONED:

a) Is the land situated immediately adjacent to the municipal boundary? Yes _____ No

If "yes", the adjoining municipality is _____

b) Is the land situated within 0.8 kilometres of the right-of-way of a highway? Yes No _____

If "yes" the highway is No. Hwy 29

c) Does the proposed parcel contain or is it bounded by a river, stream, lake or body of water, or by a canal or drainage ditch? Yes _____ No

If "yes", state its name _____

d) Are there any oil/gas wells on or within 100 metres of the subject property(s)? Yes _____ No

e) Is the proposed parcel within 1.5 kilometres of a sour gas facility? Yes _____ No

i) Is the sour gas facility active, abandoned, or currently being reclaimed? _____

g) Is there an abandoned oil or gas well or pipeline on the property? Yes No _____

h) Is the proposed parcel within 1.5 km of a Confined Feeding Operation? Yes _____ No

ii) Does the proposed parcel contain a slope greater than 15%? Yes _____ No

4. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:

a) Describe the nature of the topography of the land (flat, rolling, steep, mixed) rolling

b) Describe the nature of the vegetation & water on the land (brush, shrubs, tree stands, sloughs, creeks, etc.)

open field with shrubs + trees around house

5. WATER SERVICES:

a) Existing Source of Water: cistern

b) Proposed water source (if not rezoning parcel in its entirety).

Proposed water supply to new lots by a licensed (surface)water distribution system;

Proposed water supply to new lots by cistern and hauling;

Proposed water supply to new lots by individual water wells.

Appendix 2 for 7.1.: Rezoning Application

6. SEWER SERVICES:

- a) Existing sewage disposal: pump out
- b) Proposed sewage disposal: pump out

An existing sewage system must comply with the above setbacks (existing and/or proposed).

	Property Line	Water Source	Building	Septic Tank	Basement	Water Course
Holding Tanks	1 metre	10 metres	1 metre			10 metres
Treatment Mound	3 metres	15 metres	10 metres	3 metres	10 metres	15 metres
Field System	1.5 metres	15 metres	10 metres	5 metres	10 metres	15 metres
Open Discharge	90 metres	50 metres	45 metres			45 metres
Lagoons	30 metres	100 metres	45 metres			90 metres
Packaged Sewage Treatment Plants	6 metres	10 metres	1 metre			10 metres

The personal information provided will be used to process the Rezoning Application is collected under the authority of Section 642 of the Municipal Government Act. Personal information you provide may be made public pursuant to the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act, including Section 39 through 42 therein. If you have any questions about the collection and use of this information, please contact the FOIP Coordinator of the County of St. Paul at 780.645.3301.

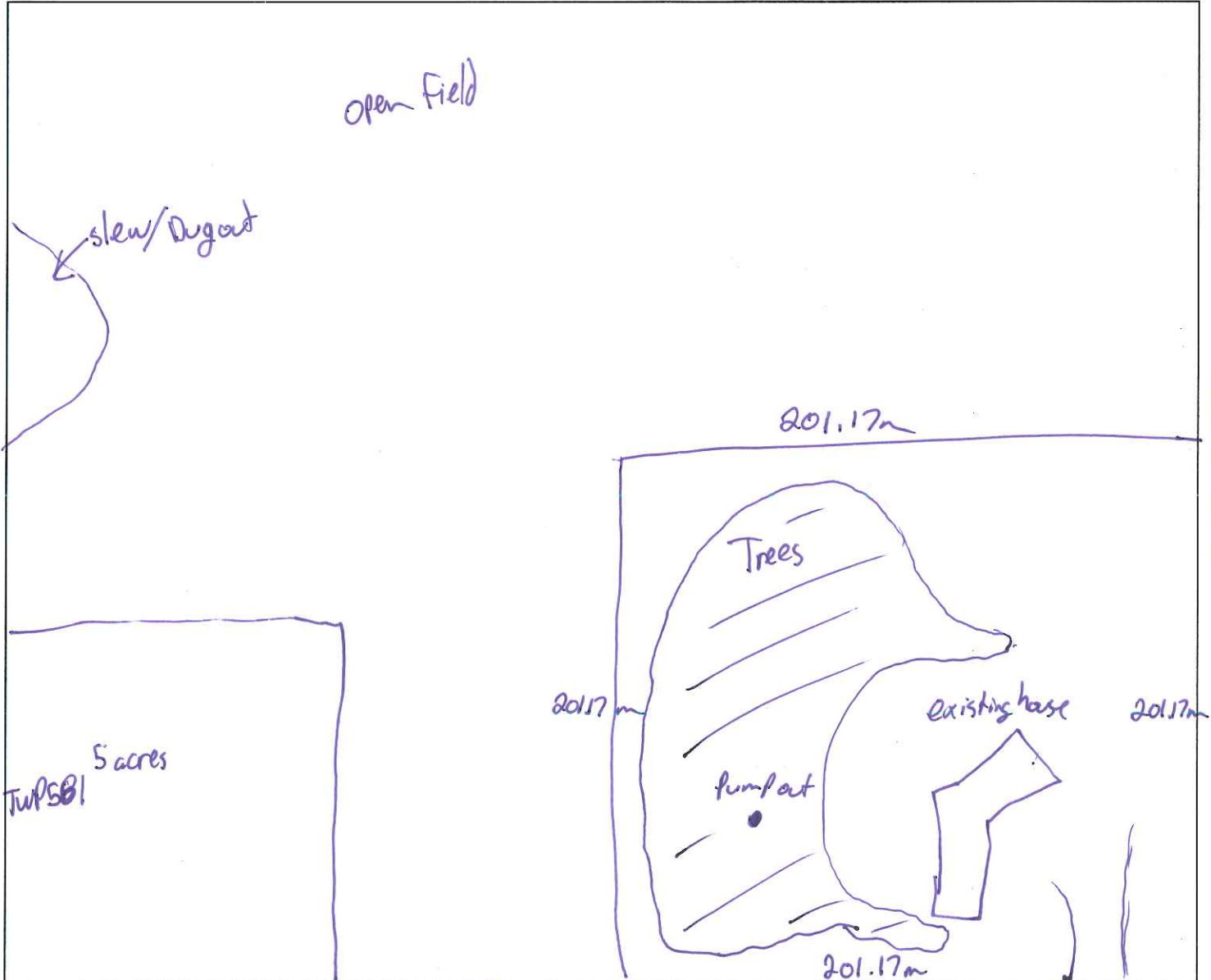
Appendix 2 for 7.1.: Rezoning Application

Lot _____ Block _____ Plan _____ and/or Part of 1/2 NW 1/4 Sec 7 Twp 5e Rge 8 W4M

Proposed Sketch – please indicate/include:

- The use, location and dimensions of buildings on the land and specify which buildings may be demolished or moved from property.
- Location of any water bodies on subject property.
- All developed and undeveloped road allowances.
- Indicate the North direction.
- Location of all right-of-way and easements within or abutting the subject property.
- Location of existing wells/ septic systems and distances from property lines to any permanent structures.
- Indicate the location, dimensions and boundaries of the land to be rezoned.
- Location of all right-of-way and easements within or abutting the subject property.
- Existing and proposed accesses on property.

east



Date: April 28, 16

Signature of Applicant: [Signature]

Appendix 2 for 7.1.: Rezoning Application

REGISTERED OWNER OR PERSON ACTING ON BEHALF:


I, Leon Brousseau hereby certify that (check one):

- I am the registered owner; or
- I am authorized to act on behalf of the registered owner

and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for rezoning.

Agent Signature

Date

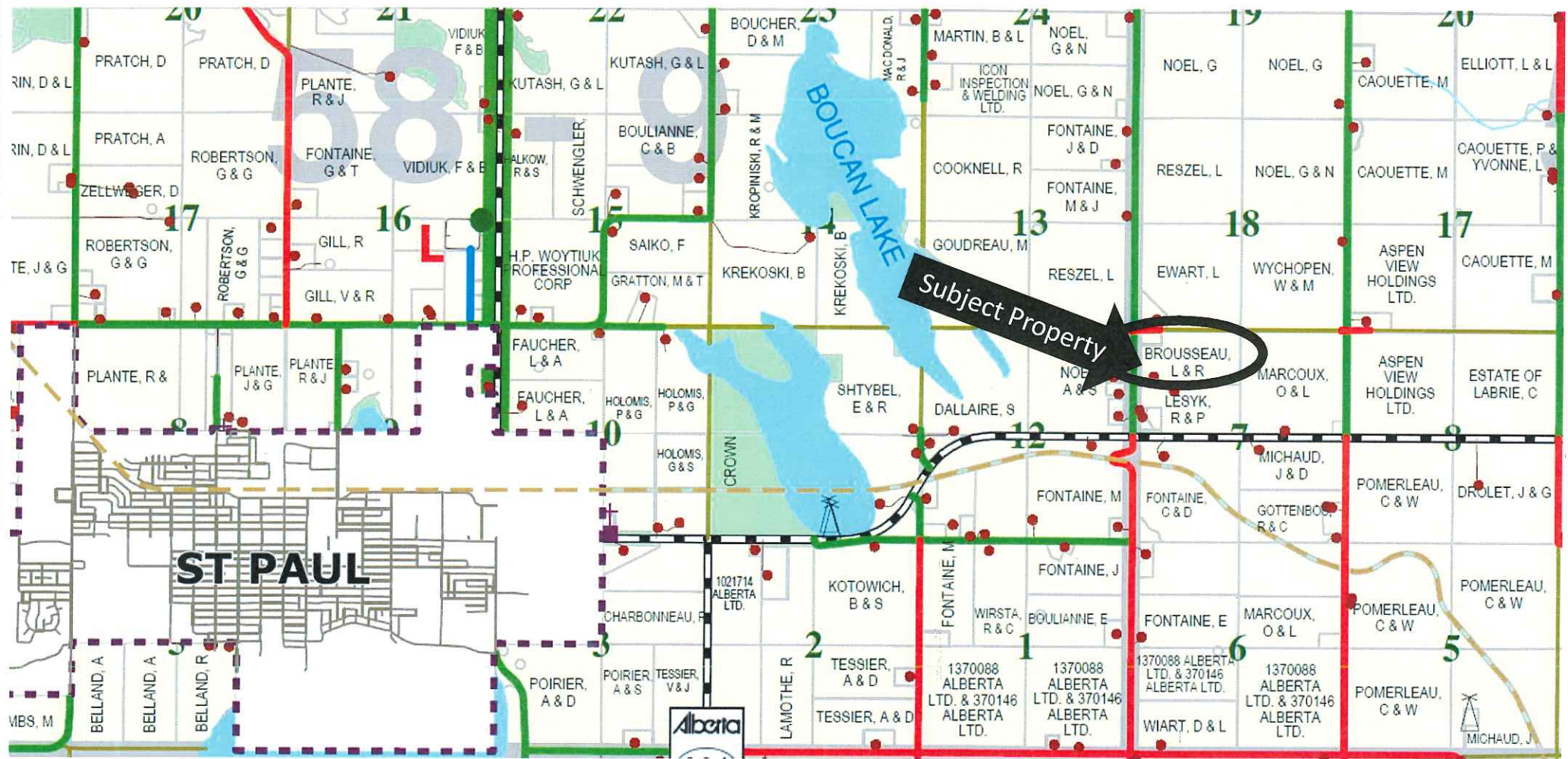

Owner Signature

April 25, 16
Date

L. Brousseau
Owner Signature

April 25, 16
Date

General Location Map





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

Issue Summary Report

7.2. 11:30 a.m. - Karen Getzinger & Les Trach

#20160608002

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

On May 17, a letter was issued to the owner of Lot 1, Block 1, Plan 0124546 in NE 3-58-11-W4 (12.26 acres) stating that as per section 7.18 of the County's Land Use Bylaw, they are only permitted to have 9 horses on their property, and therefore they are required to remove any horses they have in excess of the 9.

The landowner will be in to speak with Council requesting to be exempt from the Land Use Bylaw.

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

May 17, 2016

REGISTERED MAIL

Karen Getzinger
Box 45
St. Brides, AB
T0A 2Y0

Dear Ms. Getzinger:

Re: Lot 01, Block 01, Plan 0124546 (11203 Twp Rd 581, 12.26 acres)

In my capacity as Designated Officer, I am hereby issuing an Order pursuant to Section 7.18 of the County of St. Paul No 19 Land Use Bylaw No. 2013-50. A copy of Sec 7.18 is attached for your reference.

I attended at the lands, and from a site inspection off of the lands, determined that the number of horses on the parcel of land exceeds the amount allowed by County Bylaw. Accordingly, I am ordering that the following work be done in order to comply with the County of St. Paul No 19 Land Use Bylaw No. 2013-50.

- Remove horses in excess of the amount allowed by Sec. 7.18 of the County of St. Paul No 19 Land Use Bylaw No. 2013-50 (3 horses/4 acres = 9 horses permitted).
- Do not, at any time, exceed the maximum number of horses allowed by Sec. 7.18 of the County of St. Paul No 19 Land Use Bylaw No. 2013-50 (9 horses).

The above work is to be completed within 14 days of receipt of this letter. If you do not comply with this request, the County may perform the work and add the costs of performing the work to your tax roll for the land.

You may request County Council to review this order by written notice within 14 days of the receipt of this order.

Yours truly,

Bryan Bepalko
Bylaw Enforcement Officer

SENT - May 17/16.
RECEIVED - May 20/16.

Encl.

Appendix 2 for 7.2.: Request to attend Council

5/30/2016



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

Attn: Sheila Kitts

We have received a registered letter from the county regarding Section 7.18 of the Land Use Bylaw (re: Lot 01, Block 01, Plan 0124546 (11203 Twp Rd 581)). We would like to request County Council to review the order issued to me by Bryan Bepalko dated 17 May, 2016. We would like to be added to the agenda for the next County Council Meeting to state our case.

Yours truly,



Karen Getzinger
Box 45
St Brides, AB
T0A 2Y0

780-812-6809

8. New Business

- 8.1. PURCHASE FIREFIGHTING ATV W/ SKID UNIT
- 8.2. REQUEST FOR FUNDING - RIVERLAND RECREATIONAL TRAIL SOCIETY
- 8.3. FUNDING REQUEST - ASHMONT ROYAL CANADIAN LEGION
- 8.4. REQUEST TO COST SHARE OPERATING COSTS FOR ELK POINT SENIOR'S HANDI VAN
- 8.5. REQUEST TO CANCEL PROPERTY TAXES ON LOT 6, BLOCK 3, PLAN 0021847
- 8.6. REQUEST FOR PROPERTY TAX EXEMPTION
- 8.7. ST. VINCENT BEACH
- 8.8. BYLAW NO. 2015-15 - ROAD CLOSURE BYLAW BETWEEN SE 6-60-11-W4 AND NE 31-59-11-W4
- 8.9. WATER SUPPLY AGREEMENT WITH HWY 28/63 WATER COMMISSION
- 8.10. MGA REVIEW QUESTIONNAIRE
- 8.11. SPRING CLEANUP



Issue Summary Report

8.1. Purchase Firefighting ATV w/ Skid Unit

#20160610001

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

The St. Paul Fire Department wishes to add a wildland ATV to their fleet to assist with fires in remote areas or heavy bush fires. The unit would also be available to assist EMS with patients of snowmobile or ATV incidents.

They are requesting that \$25,000 be transferred from the "Joint Use-Fire Reserve Account" which has been set up by collecting for incidents that occur along Provincial Highways. Any additional funds required would come from the members fundraising society - Lakeland Safety Services, which would include the purchase of an ATV trailer.

Alternatives

Approve the transfer of funds from the Joint Use-Fire Reserve Account.

Deny the request to transfer the funds from the Joint Use-Fire Reserve Account.

Recommendation

Administration is recommending to approve the use of funds from the Joint Use-Fire Reserve Account to purchase an ATV w/ Skid unit and that the additional funding will be paid for by the fundraising society.

Additional Information

Originated By : pcorbiere



Issue Summary Report

8.2. Request for Funding - Riverland Recreational Trail Society

#20160608005

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

In November, 2015 Marvin Bjornstad and Marianne Price, on behalf of Riverland Recreational Trail Society, gave a presentation on the Maintenance Program for 2013, 2014 and 2015, which included a breakdown of how they used the \$6720 funding provided by County. Mr. Bjornstad also requested that Council consider providing funding for the RRTS for another three years (2016-2018). Following their presentation, Council passed a motion to refer the request to budget; however, the request was overlooked during budget discussions.

Alternatives

Deny request for funding.

Approve \$6720 funding for a three year term.

Recommendation

Administration is recommending to approve annual funding in the amount of \$6720 for the Riverland Recreation Society and the Trail Groomer's Association for a three year term commencing 2016.

Additional Information

Originated By : pcorbiere

*Presented
Nov. 10 / 2015
Council
mtg.*

Alberta's Iron Horse Trail
Celebrating its 13th Anniversary on June 8, 2016!

A Model of Community Cooperation

North East Muni-Corr Ltd: A part nine registered not for profit company consisting of ten municipalities who own the rail corridor. They meet once a month to conduct Muni-Corr business. N.E. Muni-Corr deals with all the land holdings of the organization.



Ten Municipalities: Smoky Lake County, Town of Smoky Lake, Village of Vilna, M.D. of Bonnyville, Town of Bonnyville, City of Cold Lake, Village of Glendon, Town of Elk Point, Town of St. Paul and St. Paul County. Each municipality approves all trail structures within its jurisdiction and helps maintain the local trail.

Riverland Recreational Trail Society: This is a registered not for profit charitable organization that carries out the role of coordinating trail development on the corridor by working closely with Muni-Corr, the ten municipalities and local stakeholders. RRTS Directors meet once a month to plan and carry out trail building. They have a trail steward program and they monitor and report on trail activity. Patrol a specific section of the trail, reporting back one overall Trail Coordinator. Also involved in building and operating the trail. There are presently eleven trail steward regions.



Iron Horse Trail Groomer Foundation: This is a registered not for profit organization with a membership from each of the regions five snowmobile clubs. They own a groomer and trailer and their purpose is to groom the Iron Horse Trail in the winter time for snowmobiling.

Alberta's Iron Horse Industry Coordinator: This is a position only and is not a registered not for profit organization. Focus on tourism product development, research and education. Role in connecting groups to resources and spearheads inter-provincial relationships. Helps start local and marketing initiatives for the trail.



Alberta's Lakeland Destination Marketing Organization (DMO): A registered not for profit, co-funded organization with a regional Board of Directors. Create regional tourism marketing partnerships to reach regional, provincial and inter-provincial markets. Partner with the Iron Horse Trail to represent Alberta's Lakeland tourism region at tradeshow and conferences. This organization has a much wider regional scope than the trail.



Appendix 1 for 8.2.: Background

Summary:

Riverland Recreational Trail Society finds the majority of their volunteer hours and expenses are associated with “organizational” duties and tasks. Here are some examples of work done in the past, being worked on now and some future projects the group will be involved with.

- a) Develop and implement a Riverland Recreational Trail Society Directors Handbook.
- b) Develop and implement an Emergency Response Plan.
- c) Organized Trail Steward Program and serve as a liaison to deal with trail user and adjacent landowner complaints.
- d) Organized Executive to manage a volunteer base that is spread over ten municipalities.
- e) Ongoing research, writing proposals, reports and finalizing grant applications. To date, just over 1.2 million dollars have been brought into our region through grants that Riverland Recreational Trail Society has applied for and administered.
- f) Trail Tours and presentations to various Government representatives and other stakeholders. Clearwater County, Recreation Corridor Committee, Premier Stelmach, Minister Cindy Ady, Valerie Pringle, Travel Alberta, N.E. Muni-Corr and Municipal representatives, to name a few.
- g) Develop, organize and set up the longest geo cache in the world. This “Power Trail” is attracting worldwide attention with interested parties from Europe and the US planning to visit the Iron Horse Trail.
- h) Work with other organizations in the region to find other ways to utilize the trail and acquire trail stewards and volunteers to help maintain the trail. For example, the Lakeland Cross Country Ski Club now holds an annual event on the trail, The Iron Horse Ultra 100 use the trail as part of their race course. These groups have a vested interest in the trail now and help with maintaining it and promoting it.
- i) Probably the most important capacity the Riverland Recreational Trail Society volunteers serve in is their connections. We have volunteers who sit on the Board of Alberta TrailNet, River Valley Alliance and the Recreation Corridors Committee to name a few. RRTS volunteers were heavily involved in the Lower Athabasca Regional Plan and were successful in changing the areas and use of recreation land in the Plan. They even organized a bus load of people representing affected businesses and recreation groups to

Appendix 1 for 8.2.: Background

attend the Edmonton Legislative to meet with several Ministers. To date there have been two Ministerial trips to Quebec to assess first hand their trails, Government support and maintenance programs. Another trip is planned for 2012 and this is all done with volunteers from Riverland Recreational Trail Society. Ongoing lobbying to our Provincial and Federal Governments, providing information, ideas and input to them and other interested trail builders in Alberta.



Issue Summary Report

8.3. Funding Request - Ashmont Royal Canadian Legion

#20160610002

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

The Royal Canadian Legion, Ashmont Branch is in the process of upgrading their hall. They will be upgrading their entrance, kitchen, bathrooms, ceiling and hardwood flooring. They are estimating the total cost of the project to be between \$55,000 and \$60,000. They having some funding in place to for the renovations, however they anticipate a cost overrun due to having to replace infrastructure that cannot be seen until the walls and siding is removed. They are requesting \$25,000 from the County to assist with their renovations.

Alternatives

Deny the request for funding.

Approve \$25,000 to help offset costs.

Table the request and request that they provide quotes for the renovations.

Recommendation

Administration is recommending to table the request from the Ashmont Legion and request that they provide quotes for their renovations.

Additional Information

Originated By : pcorbiere

Appendix 1 for 8.2 Letter
Royal Canadian Legion
Ashmont Branch #68



June 8, 2016

ROYAL CANADIAN LEGION, ASHMONT BRANCH #68
Box 27 Ashmont, Alberta
T0A 0C0
Phone: 780-726-3949

County of St. Paul #19
5015-49 Avenue
St. Paul, Alberta
T0A 3A4

Attention: Sheila Kit

Re: Request for Financial Assistance

The Ashmont Legion is in the process of upgrading the aging Ashmont Legion Hall. The project will include an upgrade to the current entrances and major hall renovations which include, electrical upgrades, upgrade the kitchen to meet government codes and guidelines, upgrade hall bathrooms, upgrade front entry and all exits so they meet current safety codes, redo the hardwood hall floor, plaster and parging, upgrade hall walls so pictures of the all local veterans of WW1 & WW2 can be hung in a state of the art setting. Upgrade the ceiling throughout the hall to improve acoustics and hall integrity.

We have gotten estimates and plan to start the renovations in August 2016 with an estimated completion date of November 2016. Quotations have been received, having an estimated total cost for the completed project coming in around \$55 to \$60,000. The Ashmont Legion has funding in place to cover most of the project. However, when renovating an aging facility such as this Hall we anticipate there will be some cost over runs due to having to replace infrastructure that cannot be seen until walls and siding is removed. As an active community group we would like the County of St. Paul to consider helping out with funding this project. We anticipate that \$25,000 will aid us considerably in the successful completion of this project.

We appreciate your consideration of this matter and look forward to your reply.

Sincerely,

Dwayne Newby

A handwritten signature in black ink, appearing to read "Dwayne Newby".

President

cc: Steve Upham, Frank Sloan

Uniting a Strong Community



Issue Summary Report

8.4. Request to Cost Share Operating Costs for Elk Point Senior's Handi Van

#20160608006

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

The Town of Elk Point is requesting Council to consider sharing 50% of their operating costs - maintenance of the Senior's Handi Van - which is utilized by both Town and County residents. The Town of Elk Point pays for insurance, vehicle registration, tires, safety inspections and overall maintenance.

The annual budget for maintenance is \$3,000, so the County's share would be \$1,500. To date, \$933 has been expended.

There is currently \$49,277.69 in the Transportation Reserve Account.

Alternatives

Deny the request to cost share the operating costs.

Approve the request to cost share the operating expenses.

Recommendation

Administration is recommending to approve the request to cost share the operating expenses with the Town of Elk Point for the Elk Point Senior's Handi Bus, with the costs to be paid from the Transportation Reserve Account.

Additional Information

Originated By : pcorbiere

**Elk Point and Area (Divisions 1-2-3) Wheelchair
Accessible Meeting**

May 1st, 2009 at 7:00pm at Heritage Lodge

Attendance: Mayor, Parrish Tung
President Heritage Auxiliary, Lucille Smith
Activity Co-ordinator, Heather Paquette
Town Councillor, Bernice Capjack
SACA Representative, Diana Anderson

Purpose of Meeting: To establish the process and responsibility for operation and maintenance of the Handi-Van.

1. Parrish picked up the new van this evening from Zarowny Motors. Both the Town of Elk Point and the County of St. Paul have honored their financial commitment. We are still awaiting the funding from the government. The Town of Elk Point has graciously forwarded the balance owing, at this time, so that residents can start using this service.

2. Parrish informed the group that MLA Ray Danyluk will be present at the town office to officially dedicate the handi-van at 4:30pm, May 19, 2009. Everyone was invited to attend. Vicky Brooker, editor of the local paper, will be present. We will ask her to publish a call for volunteer drivers as part of the coverage.

3. Housing:

The town will house the van but at present it will have to be kept outside. There is a plug-in for winter. The enclosed compound is open from 7:00am to 4:30pm, Monday to Friday. If using the van on weekends or later hours it will have to be parked outside.

4. Maintenance and Insurance:

- the Heritage Lodge Auxiliary will be responsible for oil changes, fuel and washes.

- the Town of Elk Point will pay for the insurance, vehicle registration, tires, safety inspections and overall maintenance.

5. Operational Cost:

- the Heritage Lodge Auxiliary must maintain a separate account for the operation of the handi-van.
- all lodge residents can use the van at no cost. They can make a donation if they so choose.
- the transportation grant that the lodge has will be used to pay for fuel and oil.
- funding will be raised in the community via Grandparents Day celebration in September. Diana agreed to facilitate this.
- big businesses such as CNRL, Buffalo Oil, E-Can, Heavy Crude, etc. will be approached for contributions. (Offer decal on the van)
- if the healthcare facility (Extended care) wishes to use the van, they will have to provide a qualified driver and pay \$0.60 per km.
- all members of the community who wish to use the van will pay \$0.60 per km.(same rate as the Elk's currently charge for their van)

Parrish informed the group that if proposed operational monies expire, both the Town and County have an emergency fund of \$50,000.00 that can be accessed for non-profit organizations.

6. Drivers:

- all drivers are volunteers. Heather is available to drive during her work hours.
- all drivers require:
 - a) class 1, 2, or 4 licence
 - b) photocopy of the licence to be kept on file at the town office
 - c) criminal record check to be kept on file by the Heritage Lodge Auxiliary. This can be obtained from the RCMP free of charge
 - d) WCB - Diana will check to see if this is required.
 - e) peak times that volunteer drivers will be required are:
 - weekends
 - May 1st to November 30th
 - a roster of stand-by drivers will be developed by Diana and co-ordinated by Heather. She will ask Ron Fraess if he would be willing to share this responsibility with her.
 - f) an orientation for all drivers is offered by Don Shultz from Zarowny Motors. This will be co-ordinated by Parrish.
 - g) keys will be kept by the town and Heather.

Contacts for volunteer drivers are as follows:

Parrish Tung	Craig Campbell	Brenda Anderson	Del Smith
Rollie Gascon	Lois Much	Allan Berg	Howard Berg
Dwayne Yaremkevich	John Paquette	Marshall Pelech	George Anderson
Dave Byzowy	Harry Krawchuk	Remi Trembly	Tony Bockon
Jim Orr	Kevin Bjornstad	Marshall Myshaniuk	Shane Smith
Orest Fedorus	Ollie Fedorus	Len Cole	Larry Demchuk
Jim Hawkins	Laverne Wilson	Roger Demossiac (cook at Empress)	
Lynall Slwyka	Mable Wruth	Ken Pinder	Murray Cochrane
Denis Cameron	Brian Anderson	Debbie & Kevin Lawrence	
Fred Myshaniuk	George Pinder	Kim Saranchuk.	

Diana will develop a roster of a two week rotation, and have it completed by May 8, 2009, with those drivers willing to be on stand-by.

Diana Anderson
Recording Secretary

Lucille Smith
President Heritage Lodge Auxiliary



Issue Summary Report

8.5. Request to Cancel Property Taxes on Lot 6, Block 3, Plan 0021847

#20160608001

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

The group of owners of Lot 6, Block 3, Plan 0021847, know as Aline Drive Water Service Ltd., is once again requesting that the 2016 municipal portion of the property taxes be cancelled (\$743.71). The lot is used for a dugout and a small shed that houses the equipment to pump water to 3 lots in the subdivision. The property taxes are paid by the lot owners who are connected to the water service.

Section 347 of the M.G.A. allows a Council to cancel or refund all or part of a tax.

Since 2011 Council has cancelled the Municipal property taxes on this lot.

Alternatives

Deny the request to cancel the property taxes on Lot 6, Block 3, Plan 0021847.

Approve a tax cancellation in the amount of \$743.71 for Lot 6, Block 3, Plan 0021847, for the municipal portion of the property taxes only.

Recommendation

Administration is recommending to refund the municipal property taxes in the amount of \$743.71 for the 2016 taxation year on Lot 6, Block 3, Plan 0021847, as per section 347 of the M.G.A., as the property is only being used for a dugout and a small shed that houses equipment to pump water to 3 lots in the subdivision.

Additional Information

Originated By : pcorbiere

May 17, 2016

County of St Paul No. 19,
Attn. County Councillors,
Reeve; Councillor Div. # 4
Attn. Ms. Maxine Fodness:

Re: Request Council Consideration.

Rebate of Municipal Tax Portion on 3.350 acre "Water Service" site only;
The site (Pump House/with Dugout) services three (3) acreages known as
The Bert Pratch Subdivision at 207 58512 SCNDRY 881

I, Ed Glossop, represent this noted group of three acreages, all adjacent to
Aline Drive, all connected to a central water access source acre site known
as;

Lot	Blk	Plan	Roll Number
S.E 33.58.9.4	6	3	0021847 9833117

We are collectively known as "Aline Drive Water Service", for legal land rights only. Our group is only a non profit registered company limited; of which each family holds a 1/3 interest. Associated to/Connected to each legal acreage property, respectively. Note: Each owner understands a sale of their acreage, also means the sale of their 1/3 interest in Lot #6 included. Since securing a legal connection of each acreage property to this water site in 2005, the additional tax of this location (i.e. Lot #6 to each acreage home site) has been a tax assessment increase from \$200-per year to approx \$1000- per year in only an ten (10) year period. (\$206 in 2005, \$934 in 2010, \$942 in 2011, \$941 in 2012, \$860 in 2013 \$979 in 2014, 1,013 in 2015, 929.24 in 2016.

Therefore we respectfully request "A council consideration of municipal tax cancellation or reduction: as provided for: Under Sec 347 (1) of the Municipal Government Act. Since tax year 2011, the site tax was "Reduced to NR Alta School Foundation only. Please reconsider this application again for the taxation year 2016

Please contact myself for further required information, question or clarification of same. "Thank You Very Much" for your time and trouble, in regards to this urgent to us "Annual Matter".

Sincerely,
Ed. Glossop,
P.O #1567, St. Paul, T0A3A0
Ph. 780- 645- 5529

Dini Pratch
645-2798



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

Issue Summary Report

8.6. Request for Property Tax Exemption

#20160609002

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

The St. Paul Trailblazer's Snowmobile Club is requesting that the cabin located on SE 19-57-9-W4 be exempt from taxation. It is owned and maintained by the Snowmobile Club and is utilized by the general public. The cabin is situated on private property and was picked up by Accurate Assessment for the 2016 taxation year.

There are cabins located on other properties, which have not yet been picked up by Accurate Assessment. Administration is working on a comprehensive list of the cabins so Accurate Assessment can assess them all at the same time. We will then present the completed list to Council requesting that they be exempt from taxation under section 364(1) of the MGA.

Recommendation

Administration is recommending cancel the property taxes on the cabin located on SE 19-57-9-W4 for the 2016 taxation year.

Additional Information

Originated By : pcorbiere

Appendix 1 for 8.6.: st. Paul Trailblazers Snowmobile Club

June 1st, 2016

County of St. Paul NO. 19

5015 – 49 Ave., St. Paul, Alberta, T0A 3A0

To County of St. Paul Council:

This letter is in reply to my discussions with Linda in regards to Mr. Andre Chamberland's landbase and his County Taxes; which have to do with the St. Paul Trailblazer's Snowmobile Cabin that is located on his landbase SE 19 – TP 57 – RG 9 – W of the 4th.

This Cabin was built on skids and is a temporary structure that was built and hauled onto Andre Chamberland's land in April of 2009. This Cabin was rebuilt because the old Cabin was burnt to the ground by some young partiers in October of 2008.

This Cabin belongs to the non profit group of the St. Paul Trailblazer's Snowmobile Club and is used between the months of November to April every winter for snowmobilers. This Cabin is open to everyone in these months of snowmobiling and is maintained by the Trailblazers Snowmobile Club volunteers on a yearly basis. This Snowmobile Cabin and the Snowmobile Trail that runs thru Andre Chamberland's land is part of the ASA; Alberta Snowmobile Association trails that run through out the Province of Alberta; as this ASA Snowmobile trail runs southwest of St. Paul through all of the Chamberland's land along an County of St. Paul road allowance all the way south thru the Community Pasture to a Cabin on the North Saskatchewan River; which this Cabin is owned by the Lac Sante Recreational Group.

I am; on behalf of the St. Paul Trailblazers Snowmobile Club am asking the County of St. Paul that Mr. Andre Chamberland be 'exempt' from the taxes that are affiliated with the St. Paul Trailblazers Cabin on his landbase.

If there anything else that the County Council requires from me and/or the St. Paul Trailblazers Snowmobile Club; I would be happy to answer any questions.

Attached also is our Alberta Society Corporate Access number #508346715; which we have been a Society since incorporation as of June 10, 1999.

Yours truly,



Danny W. Smyl; President of the St. Paul Trailblazer's Snowmobile Club



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

Issue Summary Report

8.7. St. Vincent Beach

#20160610006

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

At the May 24 Public Works Meeting, Council discussed a concern from a ratepayer who stated that the walking path on the south side of St. Vincent Lake was fenced off. The item was referred to the Public Works Department.

Public Works checked the property (outlined in green) and the walking path that the residents were using was on private property. The property changed hands in 2015. The fence is on private property.

The only way to provide access for the residents is to clear a path on either side of the lot.

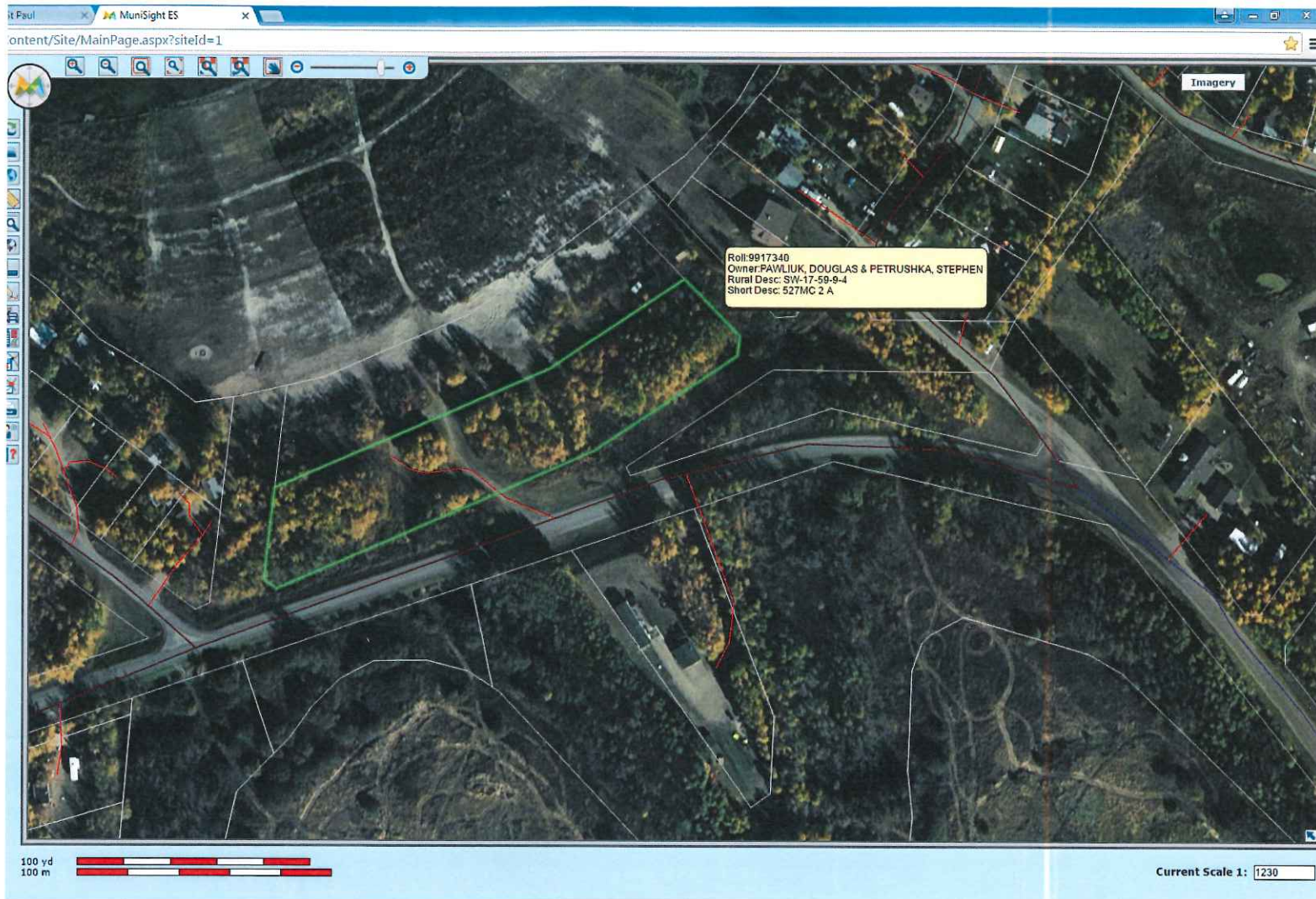
Recommendation

Administration is recommending to deny the request for access.

Additional Information

Originated By : Idemoissac

Appendix 1 for 8.7.: Map





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

Issue Summary Report

8.8. Bylaw No. 2015-15 - Road Closure Bylaw between SE 6-60-11-W4 and NE 31-59-11-W4 #20160608003

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

A Public Hearing was held in August, 2015 to discuss Bylaw No. 2015-15, which is a bylaw to close a portion of road allowance located between SE 6-60-11-W4 and NE 31-59-11-W4 from Range Road 115 West 420 metres. Council heard from ratepayers in opposition to and in favor of the proposed road cancellation.

The Bylaw has been approved by the Minister of Transportation and is now being presented to Council for 2nd and 3rd reading.

Recommendation

Administration is recommending to give second reading to Bylaw No. 2015-15, which is a bylaw to close 420 metres of road allowance between SE 6-60-11-W4 and NE 31-59-11-W4.

Motion to give third reading to Bylaw No. 2015-15.

Additional Information

Originated By : pcorbiere

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2015-15

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta for the purpose of closing public travel and disposing of portions of a public highway in accordance with Section 22 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS the lands hereafter described are no longer required for public travel, and

WHEREAS application has been made to Council to have the highway closed, and

WHEREAS the Council of the County of St. Paul No. 19 deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads, or portions thereof, situated in the said municipality, and therefore disposing of same, and

WHEREAS notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act, and

WHEREAS Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw

NOW THEREFORE BE IT RESOLVED that the Council of the County of St. Paul No. 19 in the Province of Alberta does hereby close to public travel for the purpose of **disposing of** the following, subject to rights of access granted by other legislation:

Meridian 4 Range 11 Township 60

All that portion of the original government road allowance adjoining the south boundary of the South East Quarter of Section 6 lying east of a line drawn at right angles through said road allowance 420 meters west of the west limit of Road Plan 4322NY.

EXCEPTING THEREOUT ALL MINES AND MINERALS

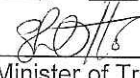
Received first reading this 9th day of June, 2015.



Reeve


Chief Administrative Officer

APPROVED this 24 day of March, 2016.

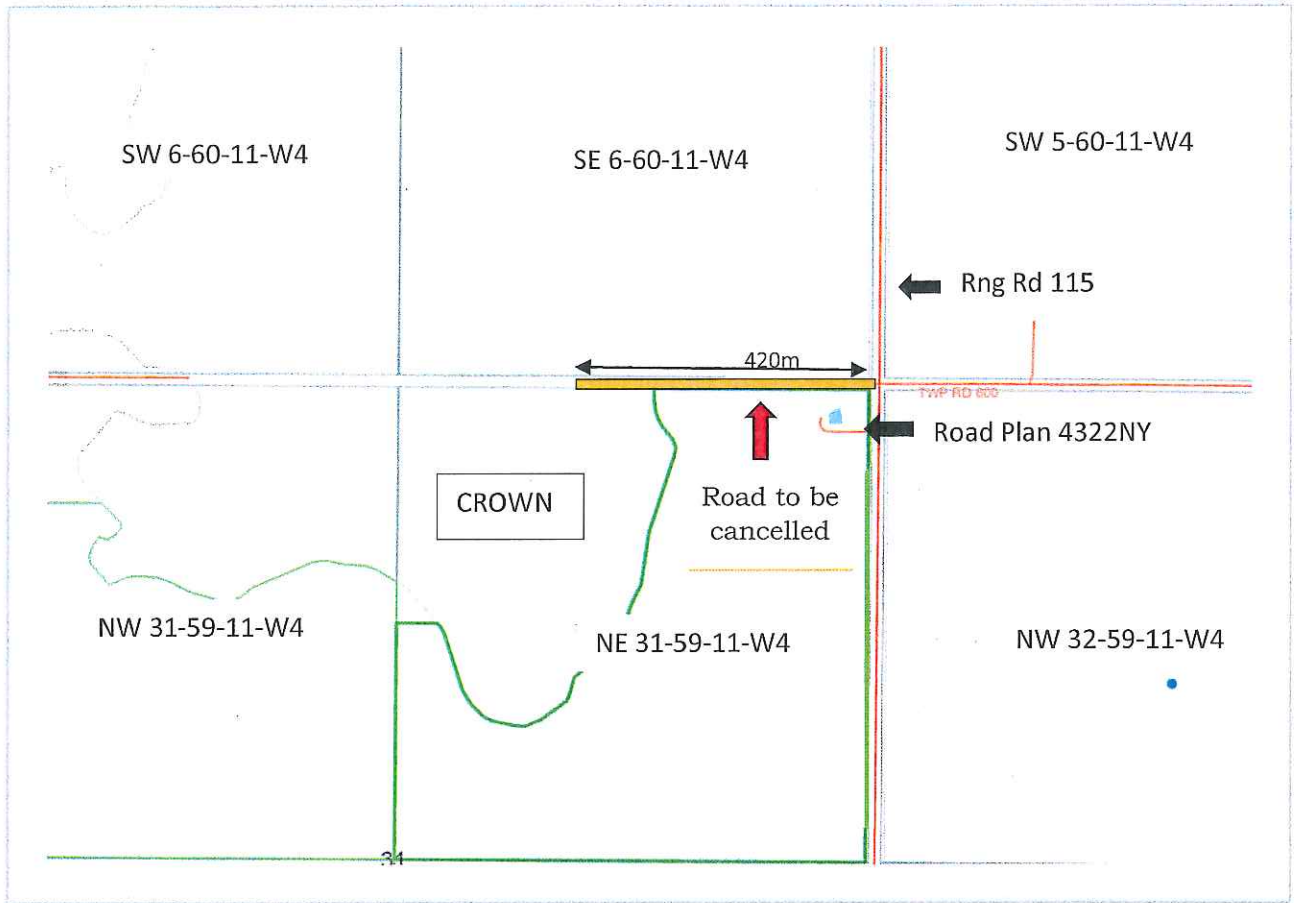

for _____
Minister of Transportation

Received second reading this ____ day of _____, 20__.

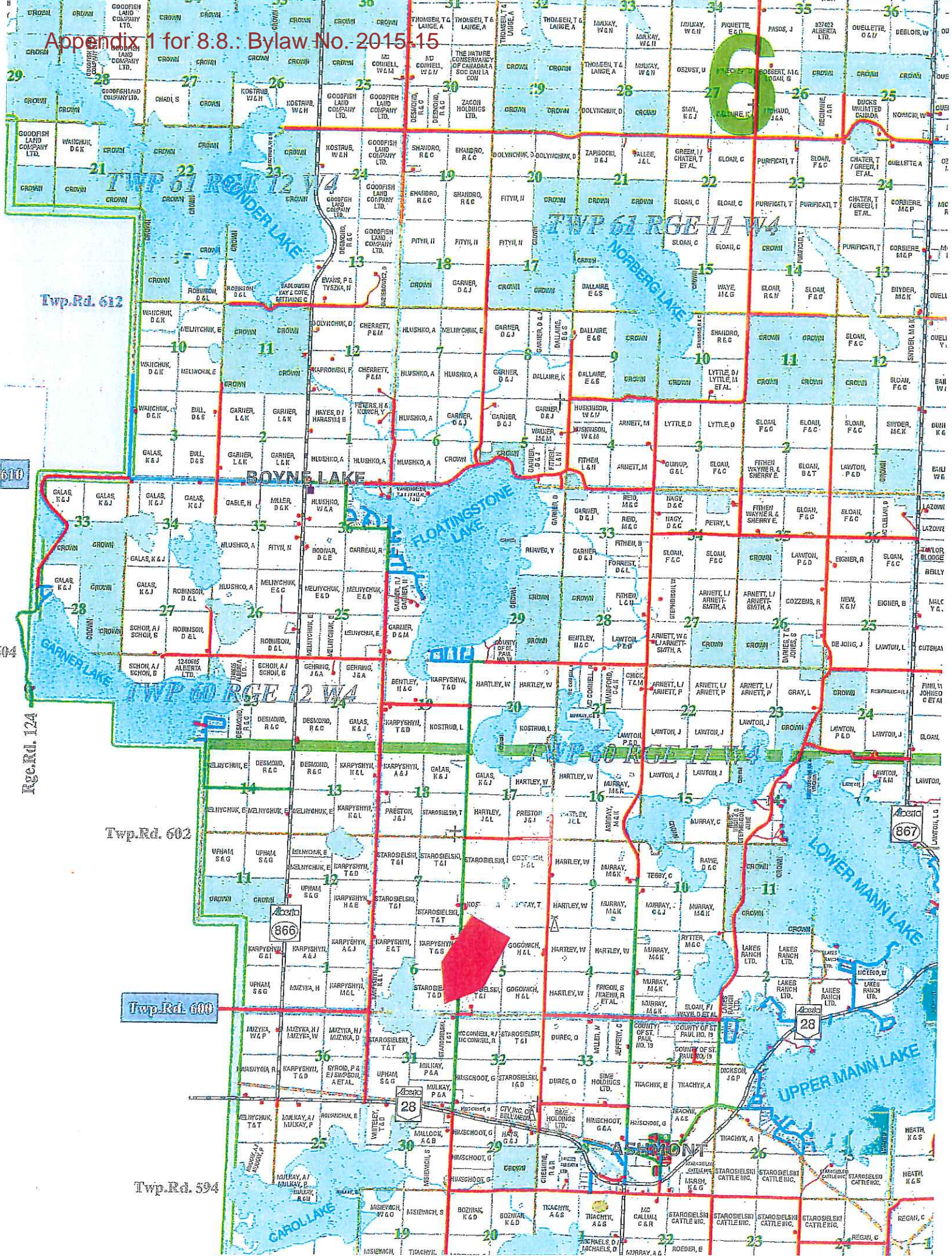
Received third reading this ____ day of _____, 20__.

Reeve

Chief Administrative Officer



Appendix 1 for 8.8.: Bylaw No. 2015-15





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

Issue Summary Report

8.9. Water Supply Agreement with Hwy 28/63 Water Commission

#20160609001

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

The County has been working on a water line from Ashmont to Spedden and in order to proceed with it, the County requires an agreement so the water can flow from the HWY 28/63 water commission at Spedden to Ashmont. Administration along with the County's consulting engineers, Urban Systems, have been working with the water commission and Brownlee LLP to develop this agreement. One of the significant items in the agreement is the county's capital contribution of \$866,255 that will be covered by Water for Life granting and makes the County the same class of customer as all other customers on the HWY 28/63 water commission line. What this means is the County of St. Paul will be paying the same water rates as all other municipalities along the line. Additionally, the capital contribution includes future servicing of the Hamlet of Mallaig.

The HWY 28/63 Water Commission approved this agreement on May 25th. Administration is looking for Council to approve this agreement for a 25 year term.

Recommendation

Motion to approve the Water Supply Agreement with the Highway 28/63 Water Services Commission.

Additional Information

Originated By : pcorbiere

WATER SUPPLY AGREEMENT

HIGHWAY 28/63 WATER SERVICES COMMISSION

and

COUNTY OF ST. PAUL No. 19



B R O W N L E E
L L P
ATTORNEYS & SOLICITORS

Appendix 1 for 8.9.: Water Supply Agreement

THIS AGREEMENT made effective as of the ___ day of _____, 2016.

BETWEEN:

HIGHWAY 28/63 WATER SERVICES COMMISSION
(hereinafter referred to as the "Commission")

and

COUNTY OF ST. PAUL NO. 19
(hereinafter referred to as the "Customer")

WATER SUPPLY AGREEMENT

WHEREAS:

- A. The Commission receives Water from the Capital Region Northeast Water Services Commission under the CRNWSC Agreement;
- B. The Customer wishes to purchase Water from the Commission and the Commission wishes to sell and deliver Water to the Customer on terms and conditions consistent with the CRNWSC Agreement;
- C. The Commission and the Customer recognize that conservation of water resources is an important goal.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the Capital Contribution Fee, and the mutual agreements contained within this Agreement, the parties hereby agree as follows:

1. Definitions

In this Agreement, the following words will have the described meaning unless expressly stated otherwise:

- (a) "Agreed Variance" means the standard for accuracy for the Meter being tested and calibrated under this Agreement, which is agreed to be 5%;
- (b) "Agreement" means this Water Supply Agreement including the introduction clauses, all attached Schedules and all documents produced or delivered according to the terms of this Agreement;
- (c) "Best Efforts" means, in relation to the performance of an obligation, efforts that are sensible and practical, and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (d) "Capital Contribution Fee" means the sum to be paid in full by the Customer to the Commission, representing the cost of servicing the Customer, being the aggregate of:
 - (i) a proportionate share of the capital costs of constructing or acquiring the Commission System, being \$866,255.00 calculated as follows:

$$\text{Capital Contribution} = \text{Commission System Cost} \times \text{Customer Share}$$

wherein:

Customer Maximum Flow - means 6.54 L/s being the maximum flow of Water committed to the Customer

Commission System Total Flow - means 28.84 L/s

Customer Share - means 22.68%, being the proportionate share of Customer Maximum Flow compared to the Commission System Total Flow

Appendix 1 for 8.9.: Water Supply Agreement

- 2 -

Commission System Cost - \$3,820,000, being the total capital cost expenditure incurred to construct the Commission System

Capital Contribution - \$866,255.00, being the Customer's share of the total capital costs expenditure incurred to construct the Commission System, based upon a flow commitment to the Customer of 6.54 L/s

- (ii) cost of construction and installation of the connections between the Commission System and the Customer System including, without restriction, the cost of the installation of the Meter and all connecting works, valves and related facilities required at the Commission Meter Station in order to service the Customer at the Point of Delivery;
 - (iii) engineering costs incurred by the Commission in order to provide for the servicing of the Customer including, without restriction, the costs of reviewing, preparing, revising and approving all proposals and plans for connection between the Commission System and the Customer System, and attendance at all meetings in relation thereto;
 - (iv) legal costs incurred by the Commission in order to provide for the servicing of the Customer including, without restriction, the costs of preparing, negotiating and executing this Agreement, and attendance at all meetings in relation thereto;
- (e) “**Commission Meter Station**” means the metering appurtenances, control and/or pump facilities owned and operated by the Commission, within the pumphouse/meter station building owned and operated by Smoky Lake County located within the hamlet of Spedden upon the lands legally described as follows:
- PLAN 9321699
BLOCK 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.585 HECTARES (1.45 ACRES) MORE OR LESS
- (f) “**Commission System**” means the water transmission system consisting of the Watermains, metering facilities, pumps, and associated piping, connections, equipment and works owned and/or operated by the Commission extending up to but excluding the Point of Delivery, as more particularly shown within **Schedule “B”**;
 - (g) “**Control Valve**” means the control flow, FIT and pressure sustaining valve to be installed after the Meter within the Commission Meter Station, as more particularly shown within **Schedule “B”**;
 - (h) “**CRNWSC Agreement**” means the current water supply agreement between the Commission and the Capital Regional Northeast Water Services Commission dated October 13, 2013, as amended or replaced from time to time;
 - (i) “**Cross Connection**” means any physical connection to a Watermain whereby any source of raw water or non-potable water supply becomes connected with the Watermain;
 - (j) “**Customer System**” means the particular the particular distribution system consisting of the reservoir, Watermains, metering facilities, and associated piping, connections, equipment and works extending from and after the Point of Delivery and throughout the Customer Service Area, as depicted within **Schedule “B”**;
 - (k) “**Customer Service Area**” means that area contained within the corporate boundaries of the Customer;
 - (l) “**Force Majeure**” means any cause not reasonably within the relevant party’s control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due

diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;

- (m) “**Interest**” means the amount calculated on a sum owing under this Agreement, being 2% per month (equivalent to 24% annually), calculated from and including the date upon which the sum became due and owing, to but excluding the date of unconditional payment;
- (n) “**Meter**” means the consumption measuring device used to measure the delivery of Water to the Customer at the Commission Meter Station;
- (o) “**Point of Delivery**” means the outlet valve of the Meter located within the Commission Meter Station;
- (p) “**Rate**” means the price for Water determined from time to time according to the provisions of the attached **Schedule “C”**;
- (q) “**Rural Connection**” means a direct connection to any Watermain by a Water consumer of the Commission, in the case of a Watermain forming part of the Commission System, or a Water consumer of the Customer, in the case of a Watermain forming part of the Customer System and located between the Commission Meter Station and the Customer’s reservoir located at Ashmont, and for demonstration purposes a typical Rural Connection by the Customer providing within the drawing contained within **Schedule “E”**;
- (r) “**Service Policies**” means those policies of general application established from time to time by the Commission governing the manner in which Water services is provided by the Commission to all of its customers including, without restriction, policies respecting or governing:
 - (i) Rate setting principles, procedures and practice;
 - (ii) billing and collection;
 - (iii) connections to the Commission System; and
 - (iv) system expansion and upgrades;
- (s) “**Term**” means the term of this Agreement being a period of **Twenty Five (25) years** commencing on the date hereof and expiring on _____, 20__;
- (t) “**Water**” means treated water which has been supplied to the Commission under the CRNWSC Agreement; and
- (u) “**Watermain**” means a water pipeline under pressure used to supply or deliver Water.

2. Supply and Purchase

During the Term and pursuant to the provisions contained in this Agreement:

- (a) the obligations of the Commission and the Customer are subject to the provisions of the CRNWSC Agreement, which shall apply to this Agreement mutatis mutandis and, if the CRNWSC Agreement is amended or replaced this Agreement shall be automatically amended as far as reasonably necessary or practicable in order to remain in compliance therewith;
- (b) this Agreement and the obligations of the Commission to supply Water is at all times specifically subject to and conditional upon:
 - (i) the continued existence of the CRNWSC Agreement, or replacements thereof, and the continued receipt of sufficient flow of Water under that Agreement, or replacements to such source of Water; and

Appendix 1 for 8.9.: Water Supply Agreement

- 4 -

- (ii) the payment or performance of the Customer's obligations under this Agreement including, without restriction, the payment of all components of the Capital Contribution Fee as and when required under this Agreement (which Capital Contribution Fee is payable concurrent with execution and delivery of this Agreement, and thereafter forthwith upon invoicing), and the completion and acceptance of the Customer's work contemplated within Section 4 of this Agreement;
- (c) the Commission will observe and perform the Commission's obligations under the CRNWSC Agreement, and use Best Efforts to ensure renewals or replacements of the CRNWSC Agreement so as to allow for a supply of Water to the Commission and the Customer;
- (d) the Commission will use Best Efforts to:
 - (i) make Water available to the Customer at the Point of Delivery in the manner, at the rate of delivery, and at the operating pressure contemplated within **Schedule "A"** attached to this Agreement;
 - (ii) make the Water available to the Customer at the Point of Delivery in substantially the same quality as the Commission received the same pursuant to the CRNWSC Agreement; and
 - (iii) avoid situations where it is unable to supply the Customer the quantity of the Water specified in Section 2(b)(i);all as further contemplated or described within **Schedule "A"** attached to this Agreement;
- (e) Water purchased from the Commission by the Customer shall normally be determined as the volume of Water measured at the transmission line Meter located at the Commission Meter Station. The Meter shall be read on the last work day of each month for the determination of monthly billing;
- (f) the Customer will pay the Commission for all Water metered as set forth above at the then current Rates established from time to time by the Commission for all of its customers of the same customer class, which may include fixed charges forming part of the Commission's Rates, the product of the applicable Rate and the volume measured by the applicable Meter, and surcharges forming part of the Rates;
- (g) the Commission shall deliver a monthly invoice to the Customer specifying amounts of Water metered and total amount invoiced for the relevant month;
- (h) the Customer shall pay the Commission all amounts due within thirty (30) days of receipt of such invoice. If any invoice is not paid within such thirty (30) days of receipt as aforesaid, any unpaid amount will attract interest at that rate established by the Commission from time to time and applicable to all customers of the Commission;
- (i) each party will furnish to the other party such information in its possession or control reasonably required for the proper performance of the respective obligations of the party and shall provide such cooperation as is reasonable in order for the other party to be able to perform its obligations under this Agreement;
- (j) the Customer will use Best Efforts management approach in ensuring and maintaining a chlorine residual within and throughout the Customer System downstream from the Point of Delivery;
- (k) the Customer and the Commission are individually responsible for obtaining, at their sole expense, all necessary consents, permits, approvals or orders from any level of government, board, tribunal or other regulatory authority which is or are required in order for each of them to enter into this Agreement or to perform and satisfy their respective obligations described herein. The Customer and the Commission will cooperate with each other and will provide reasonable assistance to each other, when requested;

Appendix 1 for 8.9.: Water Supply Agreement

- 5 -

- (l) neither the Customer nor the Commission will allow or permit any Cross Connection;
- (m) in the event that, and to the extent that, the Customer or the Commission has or does in the future permit Rural Connections to the Watermains forming part of the Customer System or the Commission System, respectively, the Customer or the Commission, as the case may be, shall:
 - (i) be responsible for all operational compliances respecting the Rural Connection including, without restriction, any and all testing and treatment of Water supplied through the Rural Connection, and compliance with any and all permits, approvals, orders, directives, codes or other regulatory requirements respecting the conveyance and delivery of Water as they relate to the Rural Connection(s);
 - (ii) be responsible for ensuring and maintaining a chlorine residual within and throughout the Rural Connection to the consumer in accordance with all applicable permits, approvals, orders, directives, codes or other regulatory requirements;
 - (iii) be responsible for the impacts upon the water pressure downstream of the Rural Connection;
 - (iv) be responsible for impact to Water quality downstream of the Rural Connection;
 - (v) be responsible for any cross contamination caused by the Rural Connection;
 - (vi) be responsible for lack of Water testing before delivery to the Consumer through the Rural Connection;
 - (vii) be responsible for the impacts of growths occurring within the Rural Connection and beyond, including within the consumer's cistern and system; and
 - (viii) indemnify and save the other party harmless from any and all claims, liabilities and damages resulting from the presence of the Rural Connection (including, without restriction, such claims, liabilities or damages resulting from or relating to any of the foregoing) in accordance with Section 7 of this Agreement;
- (n) the Customer and the Commission specifically agree that in the event of a Force Majeure, the Customer will be entitled (unless otherwise physically prevented due to the Force Majeure or impacts thereof) to receive a proportionate share of supply of available Water in the same manner as all customers of the Commission; and
- (o) the Customer shall ensure that Water supplied and sold by the Customer is utilized solely for domestic consumption purposes, being generally Water for drinking, cooking, cleaning, washing, hygiene, sanitation, maintenance and watering of the serviced property a consumer, or other similar such domestic purposes which may be collateral to the operation of a commercial development or enterprise, and in particular shall not be used in any manner whatsoever for the purposes of providing a supply of Water for:
 - (i) producing commercial products or in the processes of a commercial production facility;
 - (ii) providing commercial services such as truckfill and/or water hauling (save and except for domestic consumption purposes, as contemplated herein), or a commercial car or truck wash;
 - (iii) the operation of industrial processes; or
 - (iv) intensive agricultural uses such as farming, livestock or feedlot operations; and
 - (v) irrigation purposes;

subject always to the Commission's Service Policies.

3. Commission Ownership, Metering and Supply:

{16/05/2016,B2041825.DOC;1}

- (a) The Commission owns:
 - (i) all Watermains, metering facilities, associated piping and connections up to the Point of Delivery, comprising the Commission System;
 - (ii) the Meter at the Commission Meter Station.
- (b) The Customer shall at all times provide the Commission with unrestricted access to the above-noted equipment and all other property of the Commission located on the Customer property from time to time for the purposes of allowing the Commission to perform all of its obligations or exercise its rights hereunder.
- (c) Once per year, the Commission will regularly test its Meters for accuracy at its sole expense. The Customer may require a copy of the test results that were conducted by an independent contractor.
- (d) If at any time the Commission Meter Station or the Meter is out of service or is being repaired so that the measurement of the volume of Water being delivered is not being recorded accurately within the Agreed Variance, or if a test determines that a Meter has not registered accurately within the Agreed Variance, the Commission Meter Station or Meter shall be repaired or adjusted as soon as practical, the measurement shall be corrected for a period definitely known or agreed upon, or if not known or agreed upon for one-half of the period since the last Meter test, and the measurements shall be determined or adjusted, as the case may be, to correct for the degree of inaccuracy using the best available data in the following priority:
 - (i) by estimating the volume based upon deliveries under similar conditions during a period of time when the Commission Meter Station and/or Meter were working accurately;
 - (ii) by correcting the error, if the percentage of the error is ascertainable by calibration, test or mathematical calculation; or
 - (iii) by using any check measuring equipment if installed and if accurately registering within the Agreed Variance.
- (e) The Customer may require the Commission to conduct a test on its Meter(s) that is not the annual test contemplated in Section 3(c) above. If such test result indicates that the accuracy of the tested Meter exceeds the Agreed Variance, the Customer shall pay the costs for such tests and the Commission shall, at its sole expense, repair the Meter in order that the Meter falls within the Agreed Variance.

4. Customer Ownership, Metering and Supply:

- (a) In addition to the design, construction, installation and commissioning of all portions of the Customer System, the Customer shall be responsible for design, supply, construction, installation and approval of the Control Valve (including, without restriction, the approval of the completion of such work by the Commission prior to turn-over to form part of the Commission System) within the Commission Meter Station.
- (b) The Customer owns the Customer System, consisting of the Watermain from and after the Point of Delivery to the boundary between Smoky Lake County and County of St. Paul, together with all reservoirs, Watermains, metering facilities, outlet/inlet valves, associated piping and connections from and after the Point of Delivery and contained within the Customer Service Area.
- (c) The Customer shall be responsible for the operations and maintenance of the Customer System including design, new construction, customer billing, customer service, water quality compliance and all regulatory compliance as required in respect of the operation of the Customer System.
- (d) The Customer shall at all times provide the Commission with unrestricted access to the above-noted equipment and all other property of the Customer located on Commission property from time to time

for the purposes of allowing the Commission to perform all of its obligations or exercise its rights hereunder.

5. Repairs, Maintenance and Replacements

- (a) Each party may interrupt or curtail Water service for periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work relating to its water supply system providing service under this Agreement provided that
 - (i) such party has given the other party at least forty-eight (48) hours prior notice, or in the event of unforeseen circumstances, such party gives notice of such interruption or curtailment as soon as is reasonably possible; and
 - (ii) such party acts reasonably in using Best Efforts to restore services as soon as reasonably possible;
- (b) Each party will use Best Efforts to coordinate the repairs, maintenance, replacement, upgrading and other work referred to in the immediately preceding paragraph with the other party so as to minimize to the extent reasonable the inconvenience to each party arising from such interruptions and curtailments;
- (c) During periods of interruption or curtailment provided for in Section 5(a), above, the supplying party may reduce the level, quality or quantity of service provided to the other party under this Agreement, provided that the supplying party shall treat all of its customers affected by the interruption or curtailment, including the other party, fairly, equitably and without preference, consistent with any physical and/or operating constraints then in effect. Each party shall use Best Efforts to keep each other apprised of and up-to-date in respect of the relevant circumstances during each interruption or curtailment.
- (d) Any resale of Water by the Customer shall be subject to the Commission's Service Policies. Without restricting the foregoing, unless otherwise agreed to by the Commission the Customer shall ensure that its Water consumers are subject to the terms of this Agreement including, without restriction, the Service Policies.

6. Force Majeure

- (a) Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.
- (b) Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.
- (c) During the period of Force Majeure, the Commission may impose reasonable restrictions on the delivery of Water, provided that the Commission shall treat all of its customers affected by the Force Majeure, including the Customer, fairly, equitably and without preference, consistent with any operating constraints then in effect;
- (d) The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this Section;

7. Liability, Damages and Mutual Indemnity

- (a) Unless the cause is proven to be due directly to the negligence of either party, their employees or agents, the parties will have no liability to each other whatsoever for any damage, loss, cost or expense resulting from, arising out of or associated with:
 - (i) a break of any Watermain, service pipe or collapse of any ditch or trench;
 - (ii) the interference or suspension of the supply of Water due to maintenance work to, repair work to or replacement work for either party's water system or an emergency situation regarding any part of either of the party's water system; and
 - (iii) any accident to or failure of any part of either party's water system;
- (b) Notwithstanding any other provision of this Agreement, neither the Commission nor the Customer will be liable to the other for:
 - (i) any losses or costs arising from third party claims or causes of action, including claims or causes of action of the other's customers; or
 - (ii) any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages;
- (c) Each party (the "indemnifying party") agrees to indemnify and save harmless the other party (the "indemnified party"), its agents and employees from and against any and all damage, injury, loss, costs, causes of action, including legal costs on solicitor and own client full indemnity basis, and claims suffered or incurred by the indemnified party, its agents or employees, in each case to the extent caused by:
 - (i) the indemnifying party's the performance or non-performance of this Agreement;
 - (ii) any act or failure to act of the indemnifying party, its agents and employees, in respect of which indemnifying party, its agents or employees, are liable or otherwise responsible in law; or
 - (iii) the existence and/or operation of any Rural Connection(s) to the indemnifying party's system.

8. Mediation and Remedies

- (a) If a dispute arises between the Customer and the Commission regarding the interpretation, application, operation or breach of this Agreement or any part of it and the dispute is not within the jurisdiction of the Alberta Utilities Commission, the Municipal Government Board, or any of their successor entities, then the dispute must be submitted to mediation before either party may take any additional action or step or pursue any available remedy other than to preserve the right to pursue such remedy. The dispute resolution process is described in greater detail in the attached **Schedule "D"**.
- (b) Notwithstanding the mediation process, the parties will continue to perform their obligations described in this Agreement (except to the extent the performance is rendered unreasonable as a result of the pending or ongoing mediation) until such time as the mediation process is complete;
- (c) Subject to Section 6 and 8(b), if a party fails to perform its obligations hereunder, then the other party will have all available legal and equitable remedies.

9. Planning and Consultation

- (a) The Customer and the Commission wish to create and develop a process of planning and consultation. As a first step, the parties agree to appoint representatives with direct operational knowledge of the operation of the respective systems, together with alternates if available, for the purposes of carrying out the planning and consultation contemplated between the parties within this Agreement;

- (b) The timing and procedures of the planning and consultation meetings of representatives of the parties will be established from time to time by the parties. However
 - (i) the representatives of the parties will meet not less than once per year;
 - (ii) the purpose of the meeting of the representatives is generally to enhance communication between the Commission and the Customer, to analyze and improve the operation of this Agreement and to engage in a process of strategic planning regarding such issues as the supply and delivery of water, water conservation, capital expenditures, and rates and rate increases,
 - (iii) the purpose of the meeting of the representatives of the parties specifically includes dealing with the forecasting and commitment of the total volume of Water required by the Customer, as contemplated within **Schedule "A"** attached to this Agreement; and
 - (iv) the meetings of the representatives of the parties will also act as a forum where either the Customer or the Commission may discuss concerns about the purchase, supply and delivery of Water.

10. Water Shortage

In the case of a water shortage, the Commission may impose conservation restrictions on the Customer's water supply within the Customer Service Area. The Commission shall provide notice of the imposition of the conservation restriction as soon as reasonably possible. The Commission shall treat each and every one of the Commission's customers, including the Customer, fairly, equitably and without preference, consistent with any operating constraints then in effect.

11. Performance by Either Party

A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "Event of Default", the party in default to be referred to as the "Defaulting Party" and the party not in default to be referred to as the "Non-defaulting Party"):

- (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "Payment Default");
- (b) a party fails to perform any of its obligations under Section 2 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "Performance Default"); or
- (c) a party experiences any of the following events (an "Insolvency Default"):
 - (i) the party institutes voluntary liquidation, dissolution or winding-up procedures;
 - (ii) the party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated a bankrupt or for any other relief;
 - (iii) the party makes a compromise with or an assignment for the benefit of creditors;
 - (iv) a receiver/receiver manager is appointed with regard to the party or to any material part of the party's property;
 - (v) a court adjudges the party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the party; or
 - (vi) if the corporate existence of the party is otherwise terminated.

12. Notice of Default

- (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "Notice of Default"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have no cure period in respect of an Insolvency Default;
 - (ii) have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Payment Default;
 - (iii) subject to Sections 12(b)(iv) and 12(c), have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default; or
 - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
- (c) If before the expiry of the later of the cure period (if any) referred to in Section 12(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

13. Remedies

Upon the occurrence of an Insolvency Default, or in the event that a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Section 12(c), subject to Section 8 of this Agreement the Non-defaulting Party shall have the following rights and remedies:

- (a) in the case of a Payment Default, to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount; and/or
- (b) in the case of a Performance Default, the Non-defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; and/or
- (c) in the case of any Event of Default, the Non-defaulting Party may:
 - (i) suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; and/or
 - (ii) set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement or the Commission Supply Agreement; and/or
 - (iii) maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
 - (iv) terminate this Agreement.

14. Remedies Cumulative

A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Section 13 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

15. Renewal or Extension of Term

- (a) Any renewals or extension of this Agreement shall be subject to the parties mutually agreeing to such renewals or extension.
- (b) Failing an agreement to extend this Agreement under subsection (a) above, this Agreement shall expire on the last day of the Term or renewal term, as the case may be, and shall be of no further force and effect save and except for those provisions which are deemed to survive expiration or termination of this Agreement.
- (c) Upon a renewal or extension of this Agreement, unless otherwise agreed to all other terms and conditions within this Agreement shall remain in full force and effect.

16. General

(a) Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (i) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in this subsection (a) below; or
- (ii) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (A) upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or
 - (B) at the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or
- (iii) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

- (i) if to the Commission: PO Box 310
Smoky Lake, AB
T0A 3C0
Attention: Manager
Phone: 780-656-3730
Fax: 780-656-3768
Email: collikka@smokylakecounty.ab.ca
- (ii) if to the Customer 5015 - 49 Avenue
St. Paul, AB
T0A 3A4
Attention: Chief Administrative Officer
Phone: 780-645-3301
Fax: 780-645-3104
Email: skitz@county.stpaul.ab.ca

or to such other address as each party may from time to time direct in writing.

(b) Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

(c) Time of Essence

Time shall be of the essence of this Agreement.

(d) Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- Schedule "A" - Additional Supply Terms and Conditions
- Schedule "B" - Commission System, Customer System & Point of Delivery
- Schedule "C" - Rates
- Schedule "D" - Dispute Resolution Process
- Schedule "E" - Typical Rural Connection

(e) Headings

The headings, captions, section numbers, subsection numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

(f) Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

(g) No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

(h) Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

(i) Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

(j) Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

(k) Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(l) Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

(m) Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

(n) Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

(o) Survival

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

(p) Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

(q) Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

(r) GST Exclusive

All amounts payable by one party to the other hereunder will be exclusive of any goods and services tax ("GST") and the party providing payment will, in addition the amounts payable hereunder, pay to the other party all amounts of GST applicable thereon. The Commission's GST number is _____ RT0001 and the Customer's GST number is 106989379 RT0001.

(s) Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

(t) Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(u) Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party which consent may be not be arbitrarily withheld.

(v) Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

Appendix 1 for 8.9.: Water Supply Agreement

- 15 -

IN WITNESS WHEREOF the parties hereunto have hereunto executed this Agreement all effective as of the date and year first set forth above, notwithstanding the actual date or dates of execution hereof.

HIGHWAY 28/63 WATER SERVICES COMMISSION

Per: _____

Commission Manager

Per: _____

Board Chair

COUNTY OF ST. PAUL NO. 19

Per: _____

Reeve

Per: _____

Chief Administrative Officer

SCHEDULE "A"

ADDITIONAL SUPPLY TERMS AND CONDITIONS

A. Capacity Commitment/Entitlement

Subject to Part B of this Schedule, throughout the Term the Commission shall provide Water to the Point of Delivery in the following manner:

1. **Maximum Flow** – the Commission will make available to the Customer up to 6.54L/s, maximum daily demand (MDD).
2. **Maximum Annual Volume** – the Commission will make available to the Customer up to a maximum of 114,534 m³ annually.
3. **Forecasted Capacity** – notwithstanding the forgoing, the capacity utilized and service level received by the Customer through the Commission System is subject to the forecasting and service level process, as contemplated within Part B of this Schedule below.

B. Forecasting, Service Levels and Excess Capacity

Notwithstanding the reserved flow amounts and corresponding capacity entitlement and availability, Water service available and provided to the Customer for any year of the Term will be determined or predetermined, as the case may be, as follows:

1. On or before August 30 in each year of this Agreement, or such other date as the Commission may require from all of its customers, the Customer will provide to the Commission:
 - a. a written forecast of the quantity of Water which the Customer reasonably expects to require in order to supply the demand of the Customer's residents and consumers within the Customer Service Area through the Point of Delivery during each of the next **Five (5) years** running from the commencement of the Term or, if agreed to, calendar years, using reasonable and prudent estimates of growth and demands and good industry practices; and
 - b. any relevant engineering reports, studies and assessments and other technical information supporting the forecasts, including the Customer's projections on population growth and expansion of services within the portions of the Customer Service Area actually serviced through the arrangements contemplated under this Agreement.
2. On or before March 31 of each year, or such other date as the Commission may require from all of its customers, the representatives of the parties will meet to review the forecasts and other related matters affecting planning and operations, and will work together in good faith to reach agreement on the quantity and flow of Water through the Commission System and the Point of Delivery ("Annual Flow") for each of the years covered by the most recent forecasts.
3. If the Customer and the Commission cannot reach agreement on the Annual Flow forecast for any Term year or calendar year pursuant to Section 2 of Part B of this Schedule, the Annual Flow will be the greater of the quantity as last agreed upon by the Customer and the Commission for that year.
4. Each of the Commission and the Customer will act reasonably in preparing and reviewing each forecast, and in all discussions and negotiations in relation to each forecast and the establishment of an Annual Flow of Water for each year. The Customer and the Commission will use its Best Efforts in the preparation of each forecast to ensure to the extent reasonably possible that it is not over-estimating or otherwise improperly assessing its projected Water service needs. The Customer and the Commission will each exercise sound engineering judgment and, where appropriate, consult with the Commission or the Customer, respectively, when reviewing the technical aspects of the Customer's or the Commission's forecast.

Appendix 1 for 8.9.: Water Supply Agreement

5. Subject to the terms of this Schedule, if the forecasted Water demand of the Customer exceeds the maximum flow committed to the Customer as set forth in Part A above (as amended from time to time), the Commission may accept the potential demand requested subject always to the establishment of appropriate arrangements to access or otherwise provided additional capacity within the Commission System and related system. Without in any manner restricting the discretion of the Commission, the Commission shall not agree upon any such request, unless and until:
 - a. the Commission has obtained all written assurances satisfactory to the Commission of the availability of the required capacity in accordance with all applicable Service Policies;
 - b. all necessary internal Commission approvals respecting the proposed additional demand and capacity have been obtained; and
 - c. any and all impacts to the Commission, the Commission System, and the services provided by the Commission arising from the proposed additional capacity (including, without restriction, agreement upon any capital expansions, upgrades, or other modifications to the Commission System or the Commission's operations necessary to accommodate the proposed acquisition or disposal of allocated capacity) have been addressed and agreed upon by the affected parties.
6. Notwithstanding the maximum flow and maximum annual volume committed within Part A above, the Commission's responsibility to provide Water up to those maximum figures is subject to the construction and installation of required (necessary) system upgrade on an as needed basis to allow the Commission System to meet the maximum flow and maximum annual volume required for the Customer's needs over and above 2.61 L/s and 45,803 m³ annually. The Customer shall be responsible for the proportionate share, (based upon Water demand causing the need for the upgrade, and/or based upon other benefit received from the upgrade, to be computed at that time based upon sound and generally accepted engineering principles) of the capital costs of such required (necessary) system upgrade, to the extent that it is required in order to provide Water to the Customer over and above 2.61 L/s and 45,803 m³ annually.
7. In the event of the occurrence a system upgrade contemplated within paragraph 6 above resulting in the Customer paying its proportionate share of the capital costs of a system upgrade, upon the occurrence of:
 - a. installation and servicing of any new Commission customers or connections to the system; or
 - b. changes to the servicing or connections by any existing Commission customers and/or connections;

so as to confer a benefit upon such new or altered Commission customers or connections which are derived from the system upgrade, prior to or as a condition of such new or altered servicing or connections the Commission shall require payment of a proportionate share (based upon Water demand flowing through or serviced by the system upgrade, and/or based upon other benefit received from the upgrade, to be computed at that time based upon sound and generally accepted engineering principles) of the capital costs of such system upgrade as a reimbursement to the Customer and any other Commission customers who contributed to the such capital costs (shared proportionately, and calculated in the same manner as its or their respective contributions to such capital costs).
8. The Customer and the Commission will share instrument signals in the Commission Meter Station:
 - a. the Commission must provide the Customer with the instrument signal from FIT 120;
 - b. FIT-120 totalizer pulse will not be shared with the Customer;
 - c. the Customer must provide the Commission with the instrument signal from PIT 131; and
 - d. signals shall be shared to the other party by an analog signal splitter that is installed within the respective instrument owner's programmable logical controller (PLC).

C. Joint Additional Capacity and Planning

Appendix 1 for 8.9.: Water Supply Agreement

The potential for capital expansions or upgrades on any shared cost basis, whether to accommodate existing services or to expand the service areas and/or capacities of the Customer, the Commission or both, will be:

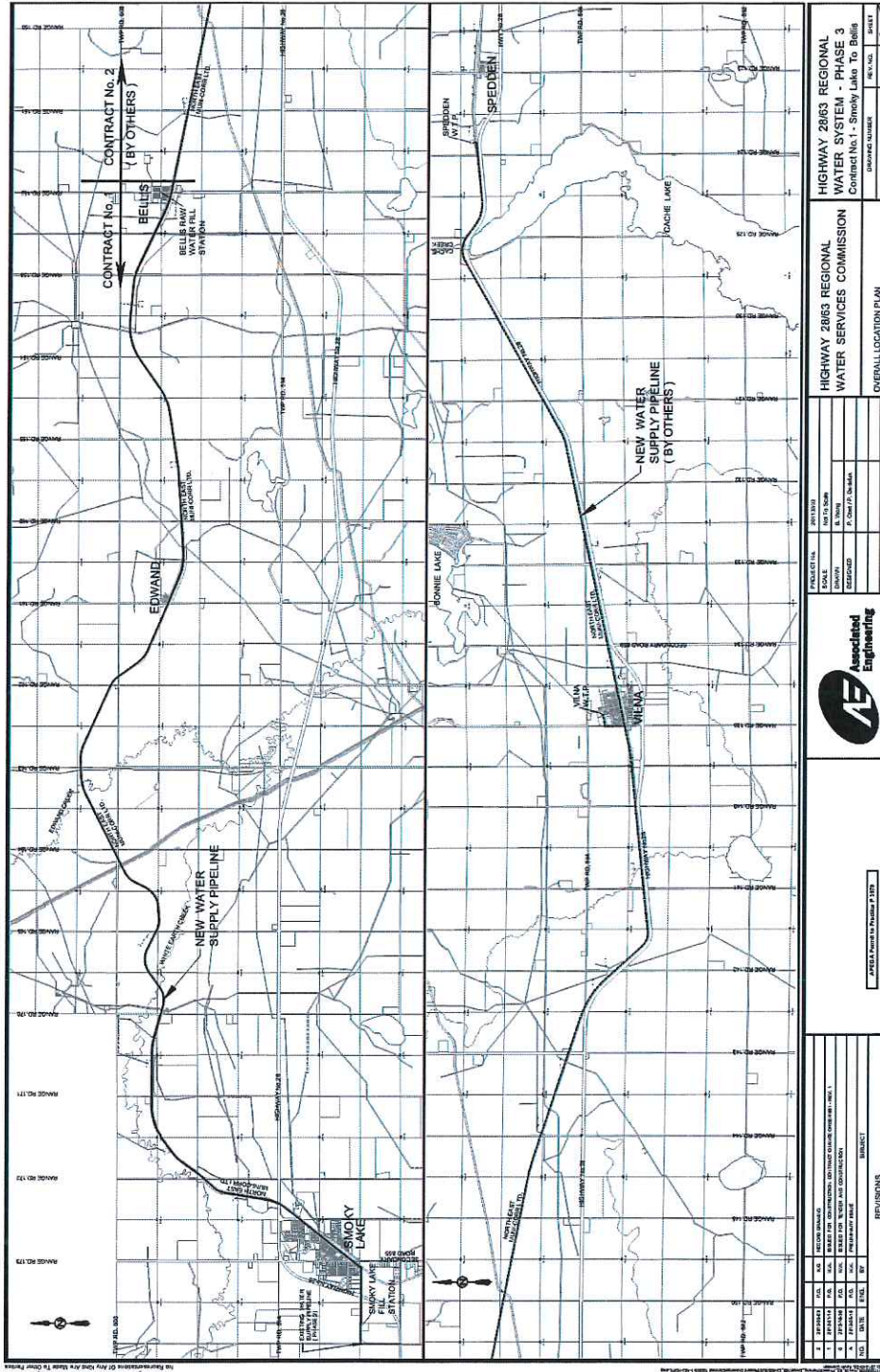
- a. proposed and presented by the parties on a timely basis so as to be considered and, if agreed upon, implemented in time to provide capacity requirements as and when required; and
- b. considered by the parties and negotiated in good faith with a view to providing a mutually agreeable solution for the provision of service on a long term basis for the benefit of both parties.

The Customer and the Commission shall meet as soon as reasonably possible after the receipt of request, or notice of the need to meet, and discuss the accommodation of additional capacity.

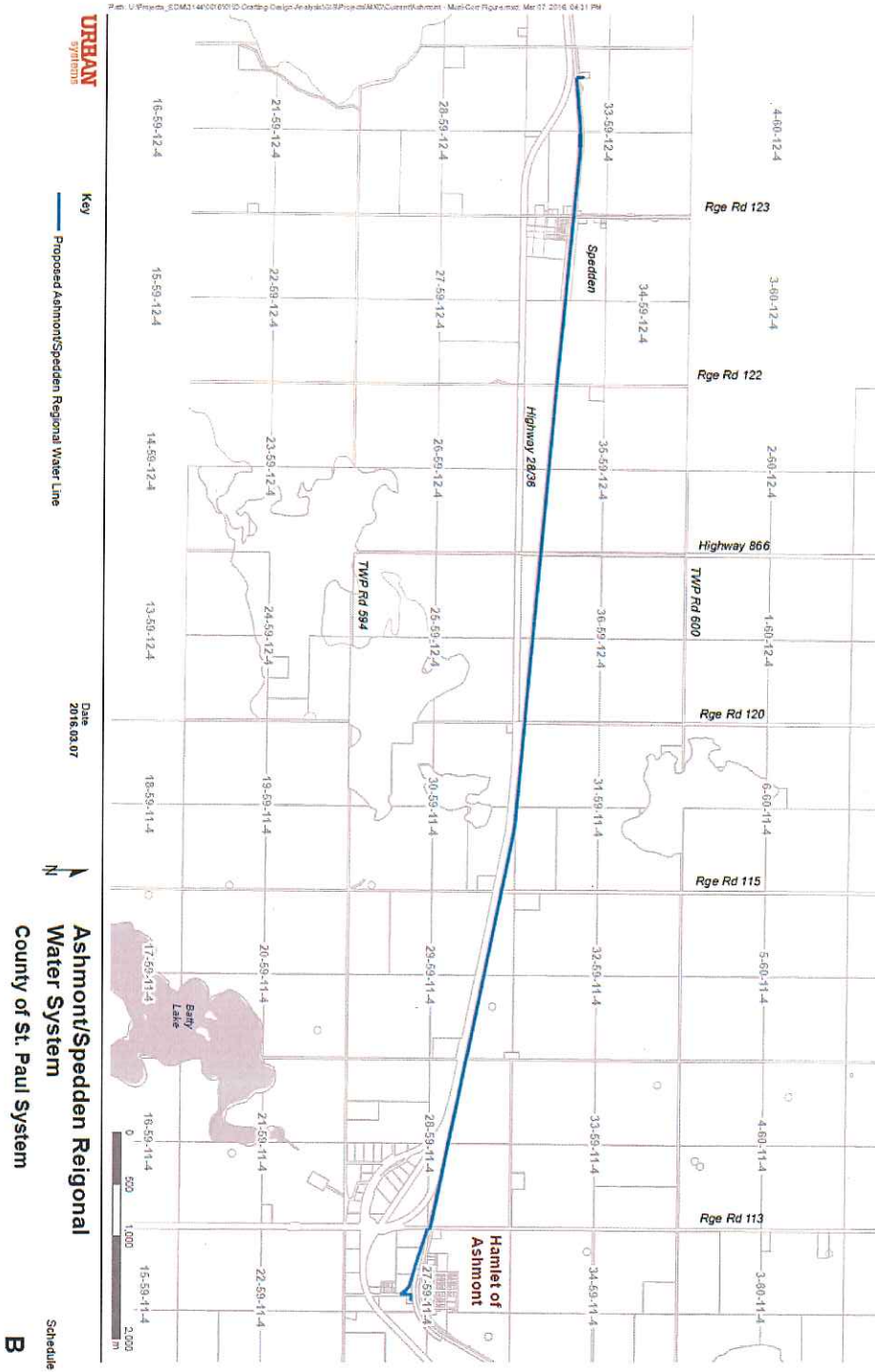
SCHEDULE "B"

COMMISSION SYSTEM, CUSTOMER SYSTEM & POINT OF DELIVERY

A. COMMISSION SYSTEM



B. CUSTOMER SYSTEM



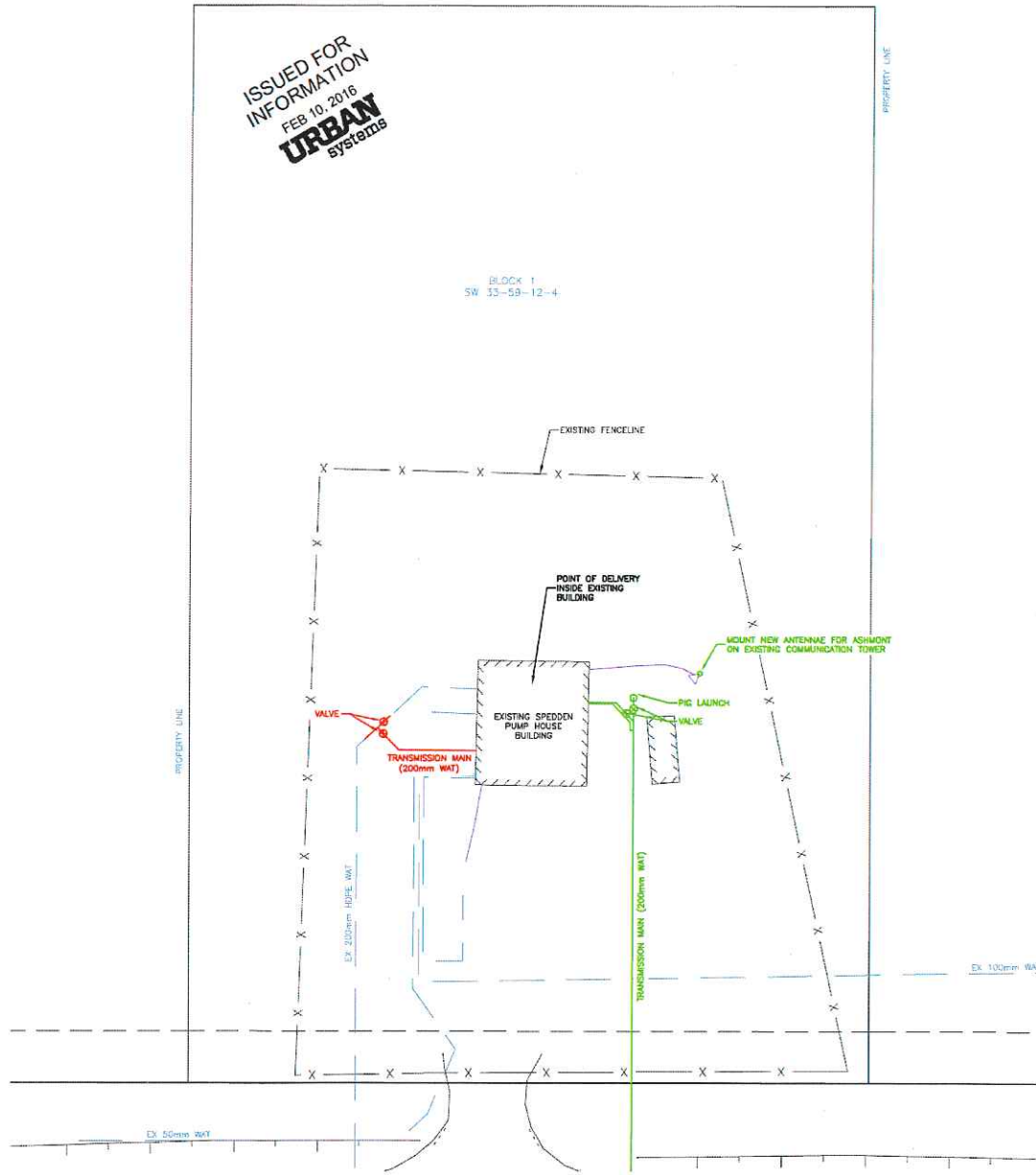
C. POINT OF DELIVERY

SPEDDEN SITE PLAN NEW EQUIPMENT OWNERSHIP

ISSUED FOR INFORMATION
FEB 10, 2016
URBAN
systems

BLOCK 1
SW 33-53-12-4

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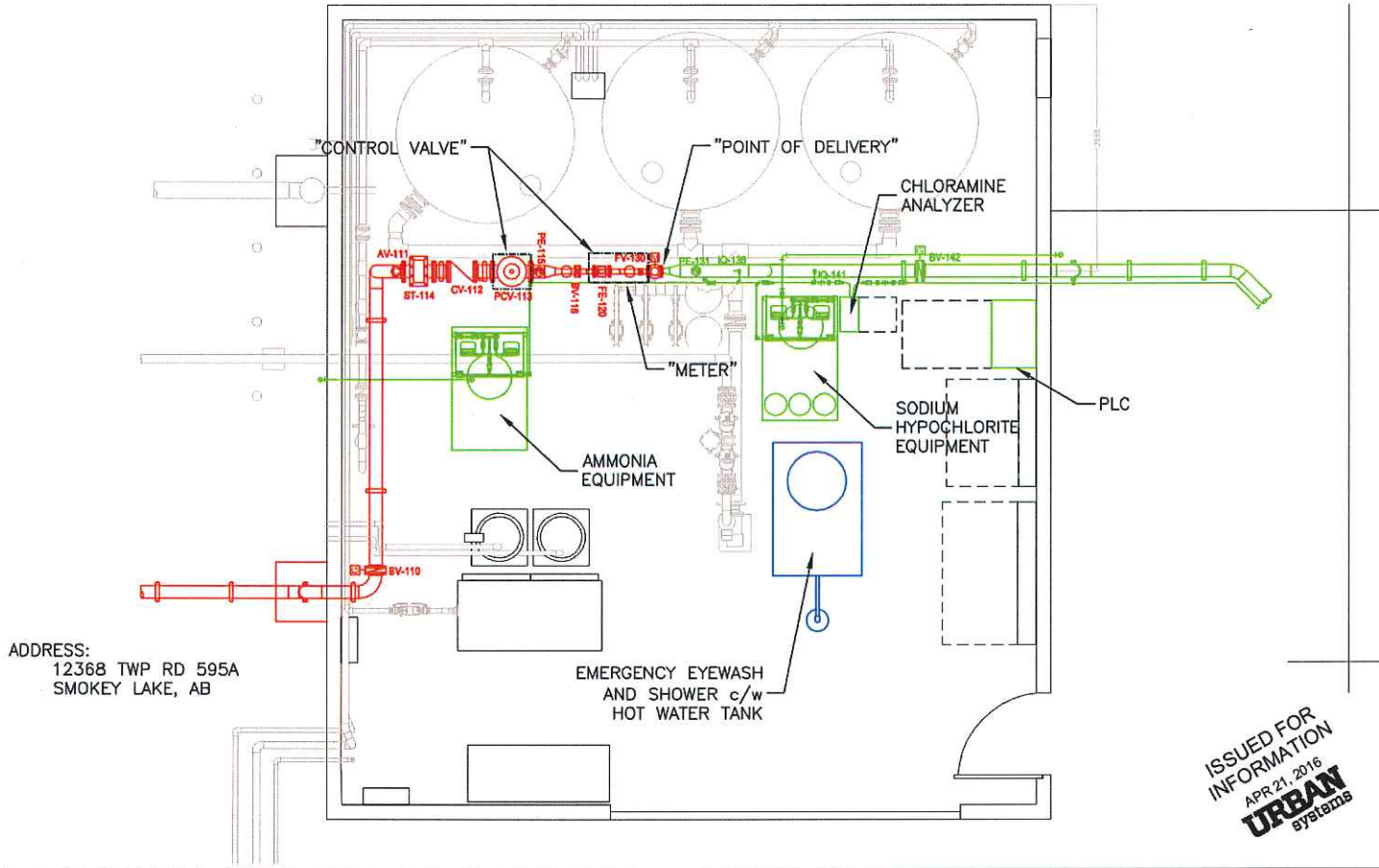
URBAN
systems
urbansystems.ca

- LEGEND**
- OWNED AND MAINTAINED BY HIGHWAY 28/63 WSC
 - OWNED AND MAINTAINED BY COUNTY OF ST. PAUL



Client/Project		
ASHMONT/SPEDDEN REGIONAL WATER SYSTEM		
Scale	Date	Figure
nts	2016-02-01	X
3144.0016.01		Title
SPEDDEN SITE PLAN NEW EQUIPMENT OWNERSHIP		

SPEDDEN PUMPHOUSE NEW EQUIPMENT OWNERSHIP



ADDRESS:
12368 TWP RD 595A
SMOKEY LAKE, AB



LEGEND

- OWNED AND MAINTAINED BY HIGHWAY 28/63 WSC
- OWNED AND MAINTAINED COUNTY OF ST. PAUL
- OWNED AND MAINTAINED SMOKY LAKE COUNTY



ISSUED FOR
INFORMATION
APR 21, 2016
URBAN
systems

Client/Project		
ASHMONT/SPEDDEN REGIONAL WATER SYSTEM		
Scale	Date	Figure
nts	2016-04-21	X
3144.0016.01		Title
SPEDDEN PUMPHOUSE NEW EQUIPMENT OWNERSHIP		

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SCHEDULE "C"

RATES

Rates will be calculated and charged on the basis of the following principles:

1. **Wholesale CRNWSC Rates and Principles** – all Rates are firstly based upon the rates and rate setting principles applied by the Capital Region Northeast Water Services Commission, under the CRNWSC Agreement. The CRNWSC Agreement and upstream supply arrangements contemplate:
 - a. **Cost of Service Basis** – a cost of service basis utilizing the principles set out in the American Water Works Association ("AWWA") manuals of practice dealing with water rates and charges, as revised and updated from time to time, and in accordance with the findings and directives of the Alberta Energy and Utilities Board, now the Alberta Utilities Commission, through Board and/or Commission Decisions related to EWSI or the Commission including, without restriction, E95070 and Amending Orders E95072 and U96026; and
 - b. **Amendment** – principles and practices to be applied to determine rates under the CRNWSC Agreement may change from time to time by way of negotiated agreement between the parties, as a result of changes to the foregoing references for principles and rate setting practices, or as a result of a decision or order of the Alberta Utilities Commission, or a successor tribunal or authority;
2. **Current Rate** – based on the forgoing, as of the date of this Agreement the current Rate shall be comprised of the following:
 - a. **Basic Rate Component** – of \$2.108/m³ of Water measured at the Meter located within the Commission Meter Station, consisting of an upstream cost of water of \$1.388/m³, plus \$0.72/m³ representing Commission operating costs;
 - b. **Administration Charge** – being a proportionate share of administration costs incurred by the Commission, based upon an equal share of such costs for each customer of the Commission. As of the date of this Agreement, the administration charge applicable to the Customer shall be 1/6th of the administration costs, is to be billed annually after the fiscal year, and based upon budgeted administration costs for 2016 will be \$23,269.17 (subject to proportionate adjustment for partial years); and
 - c. **Surcharge Rate Component** – as established by the Commission from time to time for the volume water supplied over the maximum daily, monthly or annual volume (derived from the maximum flow provided in Part A of Schedule "A") committed to under this Agreement.

Unless the cost of servicing the Customer and/or any other customer of the Commission is shown to be sufficiently different to justify a different rate or customer class in accordance with the principles contemplated within this Schedule, the rates applicable to and payable by the Customer shall be the same as those applicable to all of the Commission's other customers;
3. **Upstream Surcharges** – in addition to the forgoing, the Commission may impose surcharges by passing along surcharges imposed by upstream suppliers of the Commission (including, without restriction, the CRNWSC), only to the extent that the upstream surcharge was caused by the actions and/or water demands of the Customer and in a manner proportionate to any other causes of the imposition of the upstream surcharge;
4. **Rate Setting by Commission** – subject to the foregoing, the Rates shall be established by the Board of Directors for the Commission;

subject always to the Service Policies established, amended and replaced from time to time by the Commission.

SCHEDULE "D"

DISPUTE RESOLUTION PROCESS

The Customer and the Commission acknowledge that in any business relationship a difference of opinion or interpretation or a divergence of interest may arise. The Customer and the Commission are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner. Therefore, the Customer and the Commission agree that:

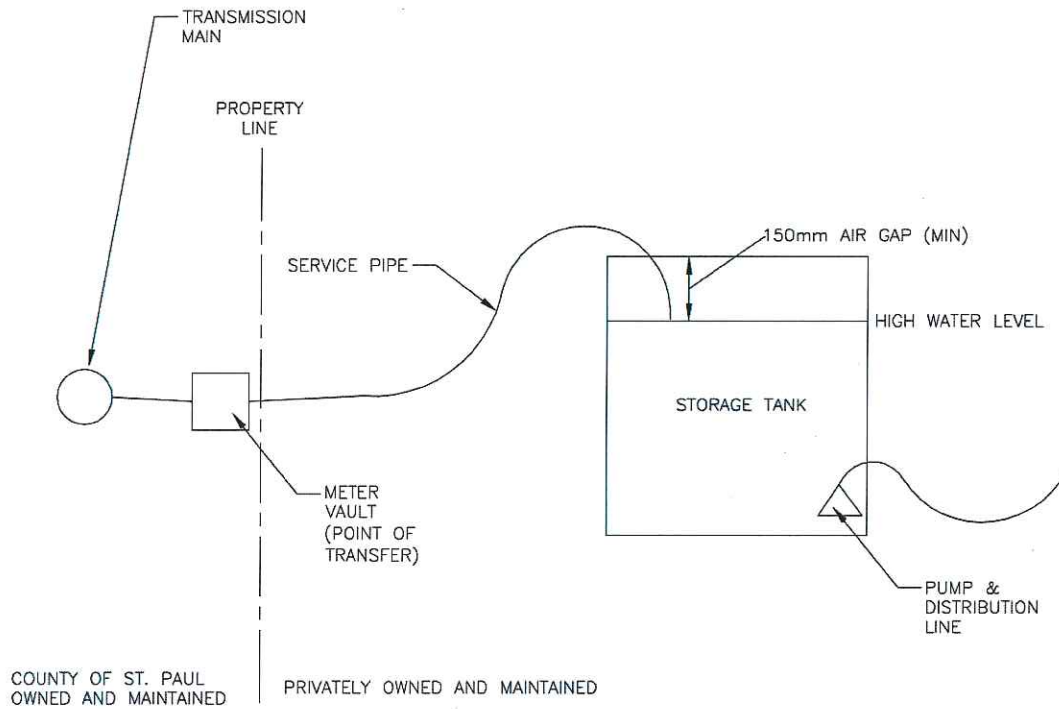
1. They will attempt to resolve any dispute through direct negotiations; and
2. Failing successful negotiation they will resort to mediation as follows:
 - (a) Either party may by written notice to the other request the selection of a mediator whose qualifications are appropriate for the dispute to be mediated (the Mediator);
 - (b) Within 7 days of his or her selection, the Mediator will designate a time for a meeting among the Mediator and a representative of each of the Customer and the Commission. Each representative must have authority to agree to a resolution of the dispute;
 - (c) For a 45 day period of time from the written notice requesting the selection of a mediator, neither the Customer or the Commission will take any action or step or pursue any available remedy other than to use its Best Efforts to participate in the mediation process;
 - (d) The cost and expense of the Mediator and the mediation process will be paid for equally by the Customer and the Commission;
 - (e) The mediation process, including all discussions, proposals and written materials made or prepared, will be strictly confidential and cannot be used or referred to in any subsequent action, step or proceedings;
 - (f) The Mediator cannot be called by either party as a witness in any subsequent action, step or proceedings;
 - (g) After the expiry of the forty-five (45) day period referred to in 2(c) hereof, either party may pursue such remedies that it determines necessary, in its sole discretion.
3. In the event that a Mediator is not agreed upon and appointed by the parties, or in the event that the Mediator is unable to resolve the dispute or disagreement as contemplated above, either party may refer the matter to be resolved by:
 - (a) **AUC** – review and decision by the Alberta Utilities Commission, in respect of any disputes or disagreement that falls within the jurisdiction or authorities of the Alberta Utilities Commission; and
 - (b) **Arbitration** – review and decision by an arbitrator, in respect of any disputes or disagreement that falls outside the jurisdiction or authorities of the Alberta Utilities Commission;

in each case by delivering written notice to the other party to that effect. Referral to the Alberta Utilities Commission shall follow the procedures of the Alberta Utilities Commission, as established or amended from time to time. Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the parties, and his/her decision shall be final and binding. In the event that the parties shall fail to agree on an arbitrator within 7 days of either parties' arbitration notice pursuant to the above, then an arbitrator shall be selected in accordance with the practice and procedures of the Alberta Arbitration and Mediation Society. Failing the selection of the arbitrator within 14 days of either parties' arbitration notice above, the provisions of the *Arbitration Act*, RSA 2000, c. A-43, as amended or replaced from time to time, shall apply and an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.

SCHEDULE "E"

TYPICAL RURAL CONNECTION

TYPICAL LATERAL CONNECTION DETAIL



NOTES:

1. THIS DETAIL IS BASED ON THE COUNTY OF ST. PAUL'S MINIMUM ENGINEERING DESIGN STANDARDS, SECTION 7.3
2. METER VAULT IS TO INCLUDE FLOW METER, BACKFLOW PREVENTER AND PRESSURE REDUCING VALVE (IF REQUIRED).
3. METER VAULT IS TO BE INSTALLED WITHIN COUNTY OF ST. PAUL RIGHT-OF-WAY. THE METER VAULT REPRESENTS THE POINT OF TRANSFER BETWEEN THE COUNTY OF ST. PAUL AND PRIVATE WATER SYSTEMS.

ISSUED FOR
INFORMATION
FEB 10, 2016
URBAN
systems



Client/Project		
ASHMONT/SPEDDEN REGIONAL WATER SYSTEM		
Scale	Date	Figure
nts	2016-02-03	X
3144.0016.01		Title

TYPICAL LATERAL CONNECTION DETAIL

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

Issue Summary Report

8.10. MGA Review Questionnaire

#20160610003

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

On May 31st, the Government of Alberta tabled **Bill 21: Modernized Municipal Government Act** in the Legislature. This legislation proposes a number of significant changes to how municipalities operate. Since that time, the AAMDC has been touring the province with the new legislation and discussing the proposed changes with members.

The AAMDC has held four of the five sessions with the last session being held on **June 20th** in Peace River (St. Isidore Cultural Centre, St. Isidore). Members who have not been able to attend the AAMDC sessions in their own district are invited to attend this session.

In addition to the AAMDC member consultations, the AAMDC has also prepared a guide to the new MGA as well as a workbook for members to complete.

The workbook is intended to allow members to provide feedback on specific issues raised in the MGA but do not feel obligated to complete the entire workbook. The deadline for workbook submission will be June 30th, 2016. Please return the workbook to administration to be forwarded on to AAMDC.

The AAMDC will be using the feedback received from the member consultations, the workbooks and a forthcoming survey to identify advocacy priorities for the AAMDC, which will be submitted to Alberta Municipal Affairs for consideration as the legislation is brought back in the fall for a final vote. The AAMDC will also be assembling a 'What We Heard' document which will be available in the near future.

The Government of Alberta is also holding their own consultations across the province. AAMDC members are reminded that this legislation is a draft and members are encouraged to participate in MGA related events to ensure the rural voice is heard in these conversations.

For your consideration, a briefing note has been attached featuring the specific changes Council will be responsible for enacting as a result of the proposed legislation.

Recommendation

Administration recommends that Council file for information,.

Additional Information

Originated By : kattanasio

AAMDC MGA Workbook

Member Consultations

June 2016



Partners in Advocacy & Business

Prepared by the Alberta Association of Municipal Districts and Counties
2016



AAMDC MGA MEMBERS WORKBOOK

As part of the AAMDC's on-going effort to consult with its members on the proposed changes in the Municipal Government Act (MGA), the AAMDC has assembled the following workbook that can be completed by members.

The workbook is broken into three broad categories:

- Planning and Development
- Governance and Administration
- Taxation and Assessment

Each issue addressed highlights the current legislation and the proposed changes, and leaves additional room for comments. In some instances, issues where no legislative changes are proposed are highlighted because of their importance to rural municipalities.

During the AAMDC MGA workshops, please fill out the sections where you have comments but do not feel obligated to complete the entire workbook.

If you would be willing to volunteer for the AAMDC to follow up on some of your comments, please fill out the contact information below:

Name:	
Municipality:	

Thank you for your time and commitment to this process. This input ensures the AAMDC can accurately represent the interests of members throughout the MGA review process.

For additional information, please visit AAMDC.com or contact Kim Heyman at kim@aamdc.com.



PLANNING AND DEVELOPMENT	
1	Intermunicipal Collaboration: To what degree would the Province determine how municipalities collaborate with one another?
<p>Current Status: Cooperation between neighbouring municipalities is voluntary, with substantial variation across the province.</p>	
<p>Proposed Status: Implement mandatory intermunicipal mechanisms for land use planning, and for planning, delivery and funding of regional services in the form of Intermunicipal Collaboration Frameworks (ICFs). ICFs can be single agreements or with multiple municipalities.</p> <p>Mandate intermunicipal development plans (IDPs) as component of ICFs. IDPs must address land use, future development, transportation, infrastructure, service delivery, and other issues.</p> <p>Municipalities unable to agree on ICFs or IDPs required to go to arbitration. Minister has tools to penalize municipalities who do not abide by ICFs or IDPs.</p>	
<p>Comments:</p>	

2	Growth Management Boards: To what degree should the Province determine how municipalities collaborate with one another?
<p>Current Status: The Capital Region Board is the only mandatory growth management board under the MGA. The Calgary Regional Partnership is a voluntary organization that has adopted the Calgary Metropolitan Plan on the voluntary basis, but the plan only applies to participating municipalities.</p>	
<p>Proposed Status: Require growth management boards for Edmonton and Calgary regions, with a mandate to address land use planning, and planning, delivery and funding of regional services.</p>	
<p>Comments:</p>	



3	Municipal Development Plans: Should all municipalities be required to adopt an MDP as a statutory plan?
Current Status: Municipal development plans (MDPs) are mandatory for municipalities with a population threshold of 3,500 or greater.	
Proposed Status: Require all municipalities, regardless of population size, to create an MDP.	
Comments:	

4	Hierarchy, Relationships, and Access to Plans (2015): Should the hierarchy and relationship of statutory plans be legislated? Should the relationship of non-statutory land use plans be open and transparent to the public?
Current Status: Within the MGA there is no explicit hierarchy amongst statutory and non-statutory plans. The legislation indicates that <i>Alberta Land Stewardship Act</i> regional plans are paramount over municipal statutory plans and that statutory plans must be consistent with each other. The MGA has no requirement that municipalities publish or identify how their non-statutory plans relate to one another.	
Proposed Status: Intermunicipal development plans (IDPs) supersede municipal development plans (MDP) which supersede area structure plans (ASPs). Municipalities who adopt or utilize any non-statutory planning documents are required to publish all non-statutory planning documents and describe how those documents relate to each other and to other statutory plans.	
Comments:	



5	Provincial Land Use Policies: Should the Province continue to have land use policies that apply province-wide?
Current Status: Any MGA land use policies currently in effect will cease to apply, and any land use policies created in the future under the MGA will not apply, in any region that adopts an <i>Alberta Land Stewardship Act</i> (ALSA) regional plan.	
Proposed Status: Continue to phase out current MGA land-use policies as new ALSA regional plans come into force. Authorize the Minister to establish new land use policies for municipal planning matters that are not included in an ALSA regional plan.	
Comments:	

6	Conservation (Environmental Reserve): How should Environmental Reserve be defined? When should Environmental Reserve land be determined? Should the purpose of Environmental Reserve be expanded?
Current Status: The MGA identifies land to consider for Environmental Reserve to prevent pollution and/or provide public access to water. In practice, Environmental Reserve is typically used for land that is not suitable for development. Environmental Reserves are identified during the subdivision process.	
Proposed Status: Provide clarity in the definition and purposes of Environmental Reserve land, and enable flexibility to determine Environmental Reserve earlier in the planning process. Create a new type of reserve, Conservation Reserve, to protect environmentally significant features, subject to compensation for the landowner.	
Comments:	



7	Incenting Brownfield Development (Tax Tools): Should the MGA allow municipalities to grant special tax considerations to brownfield properties for multiple years to encourage their redevelopment?
Current Status: Municipalities confirm annually any cancelation, deferral or reduction to the municipal taxes of a property through annual passing of property tax bylaw.	
Proposed Status: Allow a municipal council to provide conditional property tax cancellations, deferrals, or reductions for multiple years to identify and promote redevelopment of brownfield properties.	
Comments:	

8	Affordable Housing (Inclusionary Zoning): How can Municipal Affairs support improvement in the affordable housing supply in Alberta?
Current Status: The legislation is silent on affordable housing initiatives and provides municipalities with limited powers to require affordable housing.	
Proposed Status: Enable inclusionary zoning as an optional matter within municipal land use bylaws. In some instances, money in place of inclusionary housing will be permitted.	
Comments:	



9	<p>Strengthening Impartiality of Planning and Development Appeal Boards: What requirements, if any, should the province place on municipal appeal board members through legislation to reduce bias or perception of bias?</p>
<p>Current Status: Municipal councillors and public members sit on subdivision and development appeal boards (SDABs) but may not form the majority of the Board.</p>	
<p>Proposed Status: Prohibit municipal councillors from a single municipality forming the majority of SDAB. An immunity clause has been added to protect SDAB members. It indicates that members of a SDAB are not personally liable for anything done in good faith and will not be liable for costs in respect to an application for permission to appeal or an appeal.</p>	
<p>Comments:</p>	

10	<p>Sub-Division Appeal Board (SDAB) Training (2015): How should the Province ensure that local subdivision and development appeal boards are knowledgeable about their roles and responsibilities?</p>
<p>Current Status: Subdivision and Development Appeal Board (SDAB) members can voluntarily access training but are not required to do so. Training can be locally developed and delivered.</p>	
<p>Proposed Status: SDAB members are required to complete a training program in accordance with a regulation to be developed by the Minister.</p>	
<p>Comments:</p>	



11	Decision Making Timelines for Development Permits: What should be the timelines for the review, decision, and approval of subdivision and development permit applications in the MGA?
Current Status: The MGA specifies the timelines for issuing decisions and lodging appeals for subdivision and development applications.	
Proposed Status: Maintain existing decision timelines for most municipalities, but allow additional time to determine whether an application is complete. Allow cities and larger	
Comments:	

12	Municipal Reserve and School Reserves: What types of reserve land should be dedicated during subdivision? How should the reserve land amounts be calculated?
Current Status: Up to 10 per cent of the land can be dedicated as Municipal Reserve (MR), School Reserve (SR) or Municipal and School Reserve (MSR). Up to an additional 5 per cent may be dedicated as MR, SR or MSR if the development meets a certain density requirement. Calculation of MR, SR and MSR occurs after Environmental Reserve (ER) lands have been dedicated. There is no indication on whether MR, SR or MSR is calculated before or after roads and utilities are dedicated.	
Proposed Status: No legislated changes.	
Comments:	



13	Regional Pooling of Municipal Taxes or Grant Revenues: Should there be mandatory sharing of municipal tax revenues from non-residential development? If so, should redistribution of revenues be at the municipal, regional, or Provincial level?
Current Status: Funding for regional initiatives or inter-municipal transfers are done on a voluntary basis.	
Proposed Status: No mandated pooling of regional taxes. However, municipalities will have to work with their municipal neighbours to ensure the planning, delivery, and funding of regional services is addressed through an inter-municipal collaborative framework.	
Comments:	

GOVERNANCE AND ADMINISTRATION	
14	Provincial-Municipal Relationship (Preamble): Should the province legislate municipal and provincial roles and responsibilities?
Current Status: The partnership between the Province and municipalities is implied but not explicitly mentioned in the MGA or other legislation. Roles and responsibilities are not legislated.	
Proposed Status: A preamble will be incorporated into the MGA to describe the partnership relationship between the province and municipalities.	
Comments:	



15	Enforcement of the MGA: Should the existing mechanism for the oversight of municipalities be maintained, or should some other legislated mechanism be introduced.
Current Status: Enforcement is at the local level, through the courts, or in certain circumstances, by the Minister.	
Proposed Status: Expand the mandate of the Alberta Ombudsman to include oversight of municipalities and to respond to complaints about municipalities. The Ombudsman will review cases to ensure actions and decisions were fair and consistent with relevant legislation, policies and procedures.	
Comments:	

16	Councillor Responsibilities: Should the <i>Municipal Government Act</i> (MGA) establish minimum standards for council orientation and training of municipal elected officials? Should the MGA require municipalities to adopt a councillor code of conduct?
Current Status: The MGA does not require council or administration orientation or training. The MGA does not require municipalities to adopt a councillor code of conduct.	
Proposed Status: Require all municipalities to offer elected officials orientation training following each municipal election, including by-elections. Municipalities will be required to adopt a councillor code of conduct based off minimum standards outlined in a regulation.	
Comments:	



17	Strategic Corporate Planning (2015): Should the MGA place more onus on municipalities to plan for the future, by requiring the development, implementation, and updating of tools such as business plans, strategic plans, asset management plans and longer-term financial plans?
Current Status: Municipalities are not required to develop multi-year capital and operating plans.	
Proposed Status: Municipalities must prepare a financial operations plan over a period of at least three years. Each municipality must prepare a capital plan over a period of at least five years. The Minister may develop a regulation respecting financial plans and capital plans.	
Comments:	

18	Voluntary Amalgamation (2015): Should voluntary amalgamation be enabled?
Current Status: The MGA currently does not readily enable voluntary amalgamation, and does not fully address all amalgamation scenarios.	
Proposed Status: Following instances where an amalgamation process is initiated, whether voluntary or other, a report must be completed that reflects the results of the negotiations, and must be approved by the council of the initiating municipality. The other municipality must either: 1) approve the report through resolution by the other municipality's council, or 2) provide comments in the report why it is not approving the report.	
Comments:	



19	Non-contiguous amalgamation (2015): Should non-contiguous amalgamation be permitted under the MGA?
Current Status: Non-contiguous amalgamation is not permitted under the MGA.	
Proposed Status: Non-contiguous amalgamation is permitted among summer villages that share the same body of water.	
Comments:	

20	Annexations (2015): What conditions should municipalities be required to meet before an annexation application is accepted?
Current Status: Annexation proposals are reviewed by the Municipal Government Board but there is no regulation or guiding principles to govern annexations.	
Proposed Status: The Minister may create a regulation that specifies the procedure when an annexation request is refused.	
Comments:	



21	Public Engagement and Notification (2015): What requirements should municipalities have to engage and notify their residents?
Current Status: Municipalities can engage with public as they see fit, with some requirements. Municipalities must also notify residents through newspaper/mail and other methods	
Proposed Status: The Minister can establish regulations guiding engagement policies and notification that will require municipalities to pass by-laws establishing how they notify and engage with the public.	
Comments:	

22	Municipally Controlled Corporations: What role, if any, should Municipal Affairs have in the establishment and operation of municipally controlled corporations?
Current Status: Municipalities require the approval of the Minister of Municipal Affairs to establish a municipally controlled for-profit corporation.	
Proposed Status: Allow municipalities to establish municipally controlled for-profit corporations without specific permission, but legislate requirements regarding the allowable scope of these corporations and the transparency of their formation and operation.	
Comments:	



23	Open Council Meetings (2015): Should municipal councils have expanded flexibility to meet in private or be required to increase transparency for council deliberation?
<p>Current Status: The MGA requires councils to hold meetings in public, unless the purpose is to discuss specific matters as permitted under the <i>Freedom of Information and Protection of Privacy (FOIP) Act</i>. There is no definition of “council meeting” in the MGA.</p>	
<p>Proposed Status: Rules will be clarified for when meetings can go “in-camera”. A meeting can only be closed following a resolution and the resolution must state why it is being closed. The Minister will create a regulation on closed meetings for councils and council committees meetings.</p>	
<p>Comments:</p>	

24	Petitioning Processes (2015): Does the MGA provide appropriate requirements for municipal petitions?
<p>Current Status: The MGA mandates petition sufficiency based on specific requirements that include a specific percentage of eligible signatories and time limits for completion.</p>	
<p>Proposed Status: The CAO will have 45 days, instead of 30, to declare to council or the Minister that a petition is valid. A bylaw can be introduced to change the percentage rules for petitions, allow residents to remove their names, allow for electronic submissions, and extend the timelines for submissions. Information collected through petitions must only be used to validate the petition. Residents will be able to use an email on a petition. Provincial inspections of municipalities can be triggered through petitions.</p>	
<p>Comments:</p>	



25	Municipal Structures: How should municipal types/structures be determined and enforced?
Current Status: Population and land density are the determining factors in categorizing municipalities (cities, towns, rural municipalities, etc.); however municipalities choose what structure type they request the Minister to grant them.	
Proposed Status: No legislative changes.	
Comments:	

26	Municipal Viability: Should the MGA establish minimum thresholds for measuring municipal viability, and include a mechanism to address situations where municipalities do not meet the thresholds?
Current Status: The Municipal Sustainability Strategy (MSS) focuses on providing capacity building support to municipalities, and on a more proactive and inclusive viability review process to assist municipalities in assessing and making choices about their long-term future sustainability.	
Proposed Status: No legislative changes.	
Comments:	



27	Clerical Amendments to Bylaws: Should the MGA provide greater flexibility with regard to municipal bylaws to allow for minor revisions of existing bylaws without passing a separate bylaw?
Current Status: Councils may by bylaw, revise bylaws for the purposes of consolidation of amendments, omitting, re-organizing, correcting clerical errors, and clarifying policy intent. Mistakes made during a revision of a bylaw may also be corrected by bylaw. Bylaws require three separate readings, and a proposed bylaw must not have more than two readings at a council meeting unless the councilors present unanimously agree to consider third reading.	
Proposed Status: No legislative changes.	
Comments:	



TAXATION AND ASSESSMENT	
28	Linear Assessment and Taxation: Should there be changes to the collection of municipal property tax revenue from linear properties?
<p>Current Status: Tax revenues from linear assessment flow to the municipality in which the property is located.</p>	
<p>Proposed Status: No substantive legislative changes though railways are now considered linear property. Linear tax revenues from linear assessment will continue to flow to the municipality in which the property is located. Requirement for intermunicipal collaborative frameworks will ensure appropriate regional planning, services, and funding of those services.</p>	
<p>Comments:</p>	

29	Economic Competitiveness (Linking Residential and Non-Residential Tax Rates): Should a minimum ratio between residential and non-residential tax rates be legislated?
<p>Current Status: Municipalities are free to set non-residential and residential tax rates independent of one another.</p>	
<p>Proposed Status: Establish a minimum ratio of 5:1 between non-residential and residential municipal property tax rates. Municipalities with ratios beyond 5:1 will be grandfathered (the existing ratio will be allowed to remain in place). If municipalities that are grandfathered want to increase their non-residential mill rate, they will also have to raise their residential mill rate in a proportional manner.</p>	
<p>Comments:</p>	



30	Splitting the non-residential property classes): Should municipalities be permitted to establish and set different property tax rates for sub-classes of non-residential property?
Current Status: Municipalities do not have the authority to split the improved non-residential property assessment class into sub-classes in order to levy different tax rates against different types of improved non-residential property.	
Proposed Status: Allow the non-residential property class to be split into sub-classes and taxed at different rates as defined in regulation. These tax rates will be subject to the maximum ratio limitation on all tax rates.	
Comments:	

31	Centralized Industrial Assessment: Should all industrial property be centrally assessed?
Current Status: The application of definitions and valuation methodologies are varied due to the complex nature of regulating industrial properties. Assessment of these properties is currently separated between municipalities and the province.	
Proposed Status: Centralize all industrial property assessment within Municipal Affairs. Recover costs associated with centralized assessment from industrial property owners. Assign jurisdiction for appeals related to industrial property to the MGB.	
Comments:	



32	Fairness for Urban Farms (Assessment of Farm Buildings): How should farm buildings be assessed?
Current Status: In rural municipalities, farm buildings are fully exempt from assessment, while in urban municipalities, they are assessed at 50 per cent of their market value for agricultural use.	
Proposed Status: Exempt all farm buildings in both rural and urban municipalities from assessment.	
Comments:	

33	Assessment of Farmland Intended for Development: How should farm land intended for development be assessed and taxed?
Current Status: Farmland is assessed and taxed annually at its agriculture use value until the year in which it is converted to non-farm use.	
Proposed Status: Farmland will be assessed at market value once the land is no longer used for farming operations. The definition of farming operation will be updated through regulation to include the triggers that indicate when land is no longer farmed.	
Comments:	



34	Funding New Development (Offsite Levies): What municipal purposes and infrastructure should offsite levies be collected and used for? How should offsite levies be calculated?
Current Status: Offsite levies can be used for sanitary sewer, storm sewer, roads, and water infrastructure in new developments.	
Proposed Status: Expand the scope of offsite levies to include land, buildings for community recreation facilities, fire halls, police stations and libraries where at least 30 per cent of the benefit of the facility accrues to the new development. Where this threshold is met, developers would contribute according to the proportional benefit.	
Comments:	

35	Access to Assessment Information for Assessors and Property Owners: What information sharing should be required of assessors and property owners, and how might shared information be used by the recipient?
Current Status: The MGA outlines requirements for sharing of assessment information, but stakeholders have indicated that the MGA provisions are not sufficiently clear in some cases.	
Proposed Status: Clarifies the information requirements for both assessors and property owners without increasing the scope of the information required. This will be done by enhancing regulation-making authority and providing detailed direction in a best practices guide.	
Comments:	



36	Assessment Complaints: How should complaint timelines, awarding of costs, assessment complaint corrections, agent authorization and judicial appeals be treated?
Current Status: Local Assessment Review Boards hear business tax and business improvement area levy complaints. The assessor may not make corrections to an assessment under complaint. An assessed person must seek leave to appeal, and then an appeal must proceed before the case can be judicially reviewed.	
Proposed Status: Composite Assessment Review Boards (CARBs) hear business tax and business improvement area levy complaints. The assessor may make corrections to an assessment that is under complaint without assessment review board ratification or withdrawal of the complaint. ARB decisions may be appealed at Court of Queen’s Bench by judicial review only.	
Comments:	

37	Municipal Taxation Powers: Should municipalities be granted authority to levy new and broader types of taxes?
Current Status: Municipal taxation powers are: property tax, business tax, special tax, well drilling equipment tax, business revitalization zone tax, local improvement tax, as well as fees and levies. The sharing of provincial revenues with municipalities is non-legislated, and is administered through the grants model.	
Proposed Status: No legislative change.	
Comments:	



38	Education Property Taxes: Should the Province continue to require municipalities to collect the education property tax? If yes, should municipalities be reimbursed for administrative costs associated with collecting and submitting the education property tax?
Current Status: Education property taxes are collected by municipalities and transferred to the Province.	
Proposed Status: No legislative change.	
Comments:	

39	Provincial Revenue Sharing: Should the Province commit to legislated revenue sharing with municipalities?
Current Status: The province does not commit a legislated amount of funding to municipalities.	
Proposed Status: No legislative change.	
Comments:	



40	Property Tax Recovery Tools: What changes or tools should municipalities have to recover unpaid taxes?
Current Status: The MGA provides limited means for municipalities to recover taxes that are unpaid.	
Proposed Status: No legislative change.	
Comments:	

41	Responsibility for Costs Associated with Dissolution: Who should care the burden of costs associated with dissolution?
Current Status: The absorbing municipality tends to carry the debits and infrastructure deficits of dissolved municipalities despite having no say in the decisions that created the liabilities. Some grants are available to offset costs.	
Proposed Status: No legislative change.	
Comments:	



42	Industrial Property Assessment: Should changes be made to the industrial property assessment definitions, timing, valuation or appeals?
Current Status: Industrial properties are valued using regulated rates and procedures, and using definitions not updated since 1995.	
Proposed Status: No legislative change.	
Comments:	

43	Farmland and Farm Residences: Should farm residences continue to receive a level of exemption?
Current Status: Farm properties receive an assessment exemption on farm residences that are based on the total assessed value of any owned or leased farm land. The purpose and amount of this exemption has not been updated since the 1980s. This exemption does not apply to residences on acreages. Assessment for farm land is assessed at its agriculture value based on the regulated rate formula.	
Proposed Status: No legislative change.	
Comments:	



44	Intensive Agriculture Operations: How should farm buildings that are used for intensive farming operations be assessed?
Current Status: Assessment for farm land including those used for 'intensive agriculture operations' is assessed at its agriculture value based on the same regulated rate formula for non-intensive farms.	
Proposed Status: No legislative change.	
Comments:	

45	Airport Property Assessments: How should airport terminals be assessed?
Current Status: Airport terminals are assessed at market value.	
Proposed Status: No legislative change.	
Comments:	



46	Assessment Complaints Process: Are timelines within the assessment complaints provisions appropriate?
Current Status: A property owner may file an assessment complaint within 60 days of an assessment notice being sent.	
Proposed Status: No legislative change.	
Comments:	

47	Condition and Valuation Dates: Are the condition and valuation dates of different types of property set appropriately?
Current Status: For all property other than linear property, the condition date is December 31 and the valuation date is July 1. The reporting (condition) date of linear property is October 31.	
Proposed Status: No legislative change.	
Comments:	



48	Tax and Assessment Exemptions: Should changes be made to grants in lieu of taxes, non-assessable/taxable properties, and assessments non-profit/community organizations?
Current Status: Currently, exemptions on assessment or taxes are offered to certain properties that provide a public or social good, or are operated by the provincial government.	
Proposed Status: No legislative change.	
Comments:	



Reynolds
Mirth
Richards
& Farmer LLP

BARRISTERS SOLICITORS

By-Law Special Bulletin: The *Municipal Government Act* and Bill 21

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By Sheila McNaughtan

Analysis of Significant Amendments Proposed to the *Municipal Government Act (MGA)*

- A preamble is to be added to the *MGA*. Preambles give context to the legislation and are used in interpreting the intent of the legislation. (Bill 21, ss. 2 - 3)
- A municipality must offer orientation training to each Councillor within 90 days after the Councillor has been elected. Specific topics must be addressed in that orientation. This may have a cost implication for some municipalities in terms of accessing that training. (Bill 21, s. 16; *MGA*, s. 201.1)
- The Minister may require a matter connected with the management, administration or operation of any municipality or any assessment prepared under Part 9 to be inspected if the Minister receives a sufficient petition. This is in addition to the existing authority to require it on the Minister’s initiative or on request by the Council of the municipality. Clarity is provided as to what “administration or operation” of a municipality includes, specifically referring to the conduct of a Councillor or an employee or agent of the municipality or the conduct of a person who has an agreement with the municipality relating to the duties or obligations of the municipality for the person under the agreement. This expands the scope of matters which may be the subject of such an inspection. (Bill 21, s. 83; *MGA*, s. 571)
- The Minister may order an Inquiry on the Minister’s initiative. It is no longer possible for a petition to be made or Council to request an Inquiry. The result of this is that when electors or Council wish the Minister to carry out some review, it will be necessary to request an inspection. (Bill 21, s. 84; *MGA*, s. 572)
- The purpose of a municipality is amended to include working collaboratively with neighbouring municipalities to plan, deliver and fund intermunicipal services. This reflects the nature of the other amendments proposed to the *MGA*. (Bill 21, s. 6; *MGA*; s. 3(d))
- The provisions with regard to municipalities controlling corporations, including for-profit corporations, no longer require the Minister’s approval. Municipalities may own a controlling position. There are preconditions to municipalities controlling corporations and also reporting requirements. This should provide additional flexibility to municipalities. Regulations will be created to provide further detail. (Bill 21, s. 13; *MGA*, ss. 75.1 - 75.5)
- A duty has been added to those of Councillors set out in s. 153. This is to promote the integrated and strategic approach to intermunicipal land use planning and service delivery with neighbouring municipalities. (Bill 21, s. 15)



Part 17: Planning and Development

By Kelsey Becker Brookes & Daina Young

Bill 21 will substantively amend and add to Part 17 (Planning and Development) of the *MGA*. Major amendments will include the requirement for municipalities outside of the Edmonton and Calgary regions to create Intermunicipal Collaboration Frameworks and Intermunicipal Development Plans, the requirement for all municipalities to adopt a Municipal Development Plan, clarification regarding the time to appeal a decision to a Subdivision and Development Appeal Board, expanded off-site levy provisions, the creation of a new category of reserve land, and various amendments regarding inclusionary housing.

Growth Management Boards (Bill 21, s. 219; *MGA*, Part 17.1)

- Growth Management Boards are mandatory for the Edmonton and Calgary regions but remain voluntary in other areas. The purpose of Growth Management Boards is to provide for integrated and strategic planning for further growth in municipalities. The Lieutenant Governor in Council must, by regulation, establish a Growth Management Board for the Edmonton and Calgary region and determine membership.
- The regulation must not only create these two Growth Management Boards, but also must require Growth Management Boards to prepare a growth plan, specify objectives of the growth plan, specify the contents of the growth plan, specify timelines to complete the growth plan, specify the form of the growth plan, specify the desired effect of the growth plan, specify regional services and funding of those services and specify a process for establishing and amending the growth plan.

Intermunicipal Collaboration Frameworks (Bill 21, s. 131; *MGA*, Part 17.2)

- Municipalities not mandated to be a part of a Growth Management Board are to develop an Intermunicipal Framework among two or more municipalities. The purpose of an Intermunicipal Framework is to provide integrated and strategic planning, delivery and funding

of intermunicipal services, steward scarce resources efficiently by providing local services and ensure municipalities contribute funding to services that benefit their residents.

- Municipalities with common boundaries must create an Intermunicipal Framework within two years of these sections coming into force. A municipality may be a party to more than one Intermunicipal Framework. The Minister may exempt a municipality by order.
- Intermunicipal Frameworks must include services provided by each municipality, services shared on an intermunicipal basis, services being provided by a third party, the best way to provide services, how intermunicipal services are delivered and funded, and how to implement services on an intermunicipal basis. An Intermunicipal Framework must address services related to transportation, water, wastewater, solid waste, emergency services, and recreation and cannot conflict with a growth plan. In addition, it must address conflicts and be reviewed every five years.
- For an Intermunicipal Framework to be complete, each participants' council must also adopt an Intermunicipal Plan or include an Intermunicipal Plan as an appendix to the framework.
- Where participant municipalities cannot agree on an Intermunicipal Framework or a replacement framework, the matter must be referred to an arbitrator, either chosen by the municipalities or appointed by the Minister.
- The Intermunicipal Framework provisions are aimed at increasing intermunicipal collaboration and cooperation, requiring municipalities to work together regarding service delivery and cost sharing. The goal is to better manage growth, coordinate service delivery and optimize resources for citizens. Regulations will provide additional support to the intermunicipal collaboration framework.

Intermunicipal Development Plans (Bill 21, s. 94; MGA, s. 631)

- Two or more municipalities that have common boundaries (but are not part of a Growth Management Board) will be required to adopt an intermunicipal development plan (IDP). The Minister may, by order, exempt one or more municipalities from the requirement to adopt an IDP.
- The scope of mandatory matters to be addressed in an IDP is expanded. An IDP must address the provision of transportation systems for the area, proposals for the financing and programming of intermunicipal infrastructure for the area, the co-ordination of intermunicipal programs relating to the physical, social and economic development of the area, environmental matters within the area, and the provision of intermunicipal services and facilities.
- The requirement to adopt an IDP must be complied with within five years from the date Bill 21 comes into force. In the event that municipalities required to create an IDP are unable to agree on a plan, the arbitration provisions regarding Intermunicipal Collaboration Frameworks apply. It is unclear how the five year time frame will mesh with the two year timeframe for completion of Intermunicipal Collaboration Frameworks, which are not considered complete until the parties to the framework have adopted, or included as an appendix to the framework, an IDP.

Municipal Development Plans (Bill 21, s. 95; MGA, s. 632)

- Bill 21 will require all municipalities, not only those with populations of more than 3500, to adopt a municipal development plan (MDP). Municipalities without an MDP are required to adopt a plan within three years of the date Bill 21 comes into force.
- The new requirements regarding Intermunicipal Collaboration Frameworks, IDPs, and MDPs will involve a significant amount of work and require substantial resources.

Planning and Development Policies (Bill 21, s. 96; MGA, s. 638.2)

- Municipalities will be required to maintain a list of policies that may be considered in making decisions under Part 17 which have been approved by council or its delegate.
- The policies must be published on the municipality's website with a summary of how they relate to statutory plans and planning and development bylaws.

Development authorities and subdivision authorities may only have regard to a policy if it complies with the statutory requirements set out in this section.

Completeness of Applications for Subdivision Approval and Development Permits

- New provisions will require subdivision and development authorities to determine whether an application for subdivision approval or a development permit is complete, within twenty days of receipt of the application. The twenty day time period can be extended by an agreement in writing between the applicant and authority. If the authority does not make a determination within the twenty day time period the application is deemed complete. (Bill 21, ss. 105 and 122; MGA, ss. 653.1 and 683.1)
- If the authority determines that the application is incomplete, the authority must provide the applicant with a notice in accordance with the land use bylaw and provide the applicant with the opportunity to provide the outstanding information. If the additional information is not provided, the application is deemed refused and the authority must issue a notice in regarding the refusal and the reasons for it, which is subject to appeal to the SDAB. (Bill 21, ss. 105 and 122; MGA, ss. 653.1 and 683.1)
- Cities and specialized municipalities (prescribed by regulation) may, in their land use bylaw, provide alternative periods of time for development and subdivision authorities to review the completeness of, and make decisions on, applications. (Bill 21, s. 98; MGA, s. 640.1)

Subdivision and Development Appeal Boards (SDAB)

- The amendments provide clarification on when the fourteen day appeal period for an appeal to the SDAB commence; seven days from the date the order or decision or development permit was mailed. It is unclear how this provision will interact with land use bylaw provisions which require notice to be given by publication. (Bill 21, s. 125; MGA, s. 686(1.1))
- A new provision is added to the MGA which provides an express statutory immunity for members of an SDAB while acting in good faith in the exercise of their powers, duties and functions under Part 17 of the MGA, and confirms that members are not liable for costs relating to application for permission to appeal or appeals from SDAB decisions. (Bill 21, s. 93; MGA, s. 628.1)

Conservation and Environmental Reserve

- The subdivision authority will be authorized to, as a condition of subdivision approval, require the owner of land to provide land to the municipality as conservation reserve if the following requirements are met:
 - the land has environmentally significant features;
 - the land could not be required to be provided as environmental reserve;
 - the purpose of taking the land is to enable the municipality to protect and conserve the land; and
 - the taking is consistent with the municipality's MDP.

The municipality is required to pay the landowner compensation in an amount equal to the fair market value of the land at the time of the subdivision approval. Disagreements regarding compensation will be determined by the Land Compensation Board. (Bill 21, s. 113; *MGA*, s. 664.1)

- The purposes for which a subdivision authority may be required to provide land as environmental reserve (ER) will be amended the following:
 - to preserve the natural features of specified land;
 - to prevent pollution of the land or of the bed and shore of an adjacent water body or ensure public access to and beside the bed and shore;
 - to prevent development where the natural features of the land would;
 - to ensure public access to and beside the bed and shore; or
 - to prevent development of the land where, in the opinion present a significant risk of personal injury or property damage occurring during development or use of the land. (Bill 21, s. 112; *MGA*, s. 664(1.1))
- Municipalities and landowners will be authorized to enter into written agreements providing that the owner will not be required to provide ER, or specifying the boundaries of the ER to be provided, as a condition of subdivision approval. The subdivision authority cannot then require ER contrary to the agreement unless there is a "material change affecting the parcel of land" which occurred after the agreement was made. (Bill 21, s. 113; *MGA*, s. 664.1)

Off-Site Levies (Bill 21, ss. 101-102; *MGA*, s. 648)

- Currently off-site levies may be used to off-set the capital costs associated with the construction or expansion of water systems, sanitary sewer systems, storm sewers, and roads. Under Bill 21, off-site levies can also be used to pay for all or part of the cost of new or expanded community recreation facilities, fire hall facilities, police station facilities, and libraries. For these expanded purposes, at least 30% of the benefit of the project, as determined under the regulations, must be anticipated to benefit the future occupants of the land on which the off-site levy is being imposed.
- For these expanded purposes, persons on whom an off-site levy is imposed may appeal the levy imposed to the Municipal Government Board.
- While developers will continue to contribute based on their proportional benefit, with the balance funded through general revenue, these changes will allow municipalities to pass on to developers some of the capital costs associated with the increased demand for community facilities.

Inclusionary Housing

- The Lieutenant Governor in Council will be authorized to make regulations regarding the provision of inclusionary housing. (Bill 21, s. 128; *MGA*, s. 694(1)) Municipalities will be able to include standards and regulations for inclusionary housing, in accordance with the regulations, in their land use bylaws. (Bill 21, s. 97; *MGA*, s. 640(4))
- Subdivision and development authorities will be able to require an applicant, as a condition of approval, to provide for inclusionary housing in accordance with the land use bylaw and inclusionary housing regulations. (Bill 21, ss. 103 and 107; *MGA*, ss. 650(1) and 655(1))
- Subdivision and Development Appeal Board (SDAB) decisions will have to comply with the inclusionary housing provision of the land use bylaw and the inclusionary housing regulations. In addition to complying with the land use bylaw (subject to the variance power) and statutory plans when determining an appeal, SDAB must also comply with the inclusionary housing provisions in the land use bylaw and inclusionary housing regulations. Since the SDAB already has to comply with land use bylaw, subject to the variance power, it is not clear if the Board can use its variance power on the inclusionary housing provisions in the land use bylaw and inclusionary housing regulations. (Bill 21, s. 126; *MGA*, s. 687)



Assessment and Taxation Matters

By Carol Zukiwski & Shauna Finlay

Bill 21 includes many changes to assessment and taxation matters. These changes will have a significant impact on how assessments are done and how the revenue required for municipal budgets may be raised through taxation. Therefore, all municipalities should review the proposed changes very carefully to consider how they will affect their own municipalities and financial administration so they can provide feedback to the Province on a timely basis. The principal changes are identified in summary form below.

Maximum 5:1 Ratio for Tax Rates

Bill 21 adds a new section to the *MGA* (s. 358.1) that will impose a maximum 5:1 tax rate ratio of non-residential tax rates to residential tax rates. This means the highest non-residential tax rate in a municipality must not be more than 5 times its lowest residential tax rate. There is however, a grandfathering clause.

Municipalities that, on the date the section comes into force, have ratios that exceed the 5:1 ratio are deemed “non-conforming” and may continue to be non-conforming with the following limitations:

- i. a non-conforming municipality cannot increase its ratio in any future years;
- ii. if it lowers its ratio in a future year, that becomes its new maximum ratio; and
- iii. if it subsequently has a tax rate ratio of 5:1, it loses its “non-conforming” status and must maintain a ratio at or below the 5:1 maximum.

Ability to Split the Non-Residential Tax Rates

Previously, it was not possible for municipalities to have differing tax rates for non-residential property except on the basis of whether it was vacant land or had buildings on it. It is now possible to have different sub-classes for non-residential property. This will increase the flexibility of municipalities to

set tax rates that reflect the development objectives of the municipality and require properties that use more municipal services and resources to pay a higher tax rate. It is currently unknown exactly what sub-classes will be authorized by the regulations. Therefore, if municipalities have views on what sub-classes should be included, feedback should be given to Municipal Affairs.

Creation of Designated Industrial Property and a Provincial Assessor

One of the most significant changes in Bill 21 involves the creation of designated industrial property which will be assessed by the provincial assessor. This will mean that property such as oil and gas facilities and forestry plants - which are presently assessed by the municipality - will now be assessed by the Province.

Designated industrial property will include:

- i. linear property;
- ii. facilities regulated by the Alberta Energy Regulator, the Alberta Utilities Commission or the National Energy Board; and
- iii. property designated as a major plant by the regulations; and
- iv. any other property designated by the regulations.

In this area, the Bill 21 provides that many of the substantive details are to be established in the regulations. The substantive details would include new definitions for linear property, the listing of the major plants, and the valuation standards for designated industrial property. The valuation standard means the way in which this new property is to be valued (market value or something else). The regulation in which many of these substantive details may be included is the *Matters Relating to Assessment and Taxation Regulation (MRAT)*. Consultation is currently ongoing for *MRAT*. We strongly urge municipalities to discuss the issues to be

determined in *MRAT* with their assessor, and with either The Alberta Urban Municipalities Association (AUMA) or The Alberta Association of Municipal Districts & Counties (AAMD&C).

Complaints for designated industrial property will be heard by the Municipal Government Board, and the municipality is one of the parties who can file a complaint against a designated industrial property that forms part of their tax base. The large plants and some linear property are currently valued based on the cost to construct the property, less certain costs which are excluded under the legislation. Currently the property owner reports that information to the municipal assessor. Under the structure proposed by Bill 21 that information would be provided to the provincial assessor. Bill 21 does not provide a mechanism for the municipality to obtain the cost information or to understand the assessment decisions made by the provincial assessor. Machinery and equipment and linear property (now to be called "designated industrial property") are a significant portion of the tax base for many municipalities. We anticipate the need for municipalities to retain an assessor experienced in industrial assessment to review the assessments prepared by the province on behalf of municipalities.

Creation of a Chair for the Local Assessment Review Boards and the Composite Area Review Boards

Bill 21 introduces a requirement for all municipal councils to:

- i. create local assessment and composite assessment review boards (LARBs and CARBs);
- ii. designate members of those boards; and
- iii. designate a chair of each of those boards.

The role of the chair of these boards will be to put together panels of each of those boards where there are complaints relating to assessments, tax or assessment exemptions, or business or improvement taxes. The chair will be responsible for ensuring that the panels convened meet the new requirements contained in Bill 21 that only one municipal councillor from the local municipality may be appointed to a three person panel (i.e. so they cannot form a majority) or two municipal councillors may be appointed if they are from municipalities other than the municipality in which the property in issue is located.

Councillors cannot be the Majority on a LARB / CARB / SDAB

As discussed above, Bill 21 prohibits local councillors from forming the majority of panels for SDAB, LARB or CARB hearings by limiting the number of local councillors that can sit on panels (only one). Councillors from other municipalities are permitted to make up the majority of such panels. Municipalities that have difficulties finding enough qualified members to appoint to these boards may find this change increases those difficulties.

Linear Taxes Not Shared – But May be Discussed Where Creation of Intermunicipal Collaborative Frameworks

Linear taxes will continue to be allocated to the municipality in which the linear property is located. While it has been suggested that in the intermunicipal collaboration framework that is proposed, funding for shared initiatives may include a discussion regarding the sharing of linear taxes, there is no legislated change that would require this in Bill 21.

Assessor's Ability to Request Information

Bill 21 makes a change to s. 295(1) and expands the type of information that an assessor can request from a property owner. However, the type of information is not specified and Bill 21 indicates that the information will be set out in the regulations. This is another reason why we encourage municipalities to become involved in the regulation review.

The proposed s. 295(1) has the word 'and' between the subsections, and it appears that a property owner would have to fail to supply the information in both subsections before their complaint could be dismissed by the board. A positive addition in Bill 21 is the addition of a reference to s. 295 under s. 296 which would allow the municipality to make a court application to obtain documents requested under s. 295.

Property Owner's Right to Request Information about How the Assessment is Prepared

Bill 21 makes a good amendment to s. 299 by stating that the information to be provided is limited to information in the assessor's possession at the time the information is prepared. The detail of the type of information to be provided is also to be set out in the regulations (likely *MRAT*).

Municipalities may wish to consider whether s. 299.1 (access to provincial assessment record) should be amended further to allow a municipality to make a request under this section.

Municipality Can Amend the Assessment Even if a Complaint Filed

Bill 21 would amend s. 305 of the *MGA* to allow municipalities to correct and amend an assessment and issue a reassessment even if the property assessment is under complaint. This allows municipalities more autonomy to correct and revise assessments without having to go before the applicable assessment review board to make the change. However, the proposed amendment does not address the finding of the Court of Appeal in the *Capilano Mall v. City of Edmonton* decision that s. 305 can only be used by the assessor to correct a technical error or a typo. If the intent of the proposed amendment was to allow the assessor to exercise professional judgement and determine that an assessment should be amended beyond correcting a typo, the proposed amendment does not achieve that objective.

Court Review of Assessment Review Board Decisions: File for Judicial Review within Sixty Days

Bill 21 repeals the statutory appeal framework for decisions of (ARB) and, instead, simply sets out a sixty day time limit for judicial review applications. It also sets out record preparation requirements in the event of a judicial review. Interestingly, along with this change, no privative clause (statement that ARB decisions are final) was added.

This change also removes the requirement to seek leave to appeal. Very few municipalities have ever obtained leave to appeal an ARB decision so the removal of this requirement should mean that municipalities have a clearer path to a review of board decision than previously existed. Conversely, it will also mean that property owners also have a clearer and easier path to bring a board decision before the Court.

One question is whether this change may also broaden the issues that may be appealed, from only law or jurisdiction, to questions of fact or questions of mixed fact and law. Given that there is no privative clause introduced, it is suggested one could appeal on a broader list of issues.

**Consultation
with regard
to regulations
concerning the
preparation of
assessments is
currently ongoing
and we recommend
municipalities
contact either
AUMA or AAMD&C
to provide their
input.**

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RMRF has been a trusted advisor to municipalities for years. We are also the preferred legal service provider to AUMA, and the casual legal service provider to AMSC*. Members of the AMSC program are entitled to contact us, free of charge, to discuss issues of concern (1.888.668.9198). Members also have access to our weekly notice to municipalities advising of developments in the law, risk management issues and hot topics of interest to municipalities.

*AMSC (Alberta Municipal Services Corporation) is a wholly-owned subsidiary of the AUMA.

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Summary of County's Responsibilities under Modernized Municipal Government Act

1. Pubic Participation and Council Code of Conduct Bylaws

Requirements to follow.

Deadline upon finalization of the related Regulation (Estimated Fall of 2017)

2. Assessment Review Board Bylaw

Municipalities will need to establish wording in the ARB Bylaw that limits the number of local councillors from forming the majority on a panel.

Deadline upon finalization of the related Regulation (Estimated Fall of 2017)

3. Intermunicipal Collaboration Frameworks

Municipalities must develop an ICF with any municipality, either rural or urban, that it shares a border with. The County will require eight (8) ICF Agreements with the following municipalities: the MD of Bonnyville, Lac La Biche County, Smoky Lake County, County of Two Hills, County of Vermilion River, Town of Elk Point, Town of St. Paul, and Summer Village of Horseshoe Bay.

An ICF will provide for integrated and strategic planning, delivery, and funding of intermunicipal services, and to ensure that municipalities contribute funding to services that benefit their residents.

A list will be forthcoming that identifies the list of services that must be included in each ICF.

Deadline: Within two years of Proclamation of the new Act (Estimated Fall 2018)

4. **Intermunicipal Development Plans**

Municipalities with common boundaries must develop an IDP by passing a by-law that includes areas of land within boundaries of the municipalities as they see necessary. This will require six (6) additional IDPs from the County.

These IDPs will form part of the ICF agreement discussed above.

Deadline: Within five years of Proclamation of the new Act (Estimated Fall 2021)



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

Issue Summary Report

8.11. Spring Cleanup

#20160610008

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Background

Attached is a summary of the garbage that was picked up from Ashmont, Mallaig, Floatingstone and Crestview during the two week program. Administration has received feedback from residents expressing their appreciation for the spring cleanup.

Recommendation

Motion to file for information.

Additional Information

Originated By : pcorbiere

County Garbage Pick-up Program

May 16 – 27

Summary

This program was successful in gathering up items for ratepayers in the Ashmont, Mallaig, Floatingstone and Crestview areas. Dwayne Newby directed a crew of 3 summer students with a truck and dump trailer as they travelled through these areas daily and picked up items left out by the road.

Here is a list of the items picked up during the 2-week program:

Scrap metal – lots	Scrap wood – lots	Bagged garbage – lots	
Barrels – 20	Chairs – 15	Stoves - 13	Hot water tanks – 17
Toilets – 6	Sofas – 7	Mattresses – 10	Fridges – 9
Bathtubs – 4	Lawnmowers – 8	Bicycles – 11	Laundry machines – 15
Pallets – 20	Deep freezers – 5	Vacuums – 4	Generator – 1
Snow blower – 1	BBQ – 16	Miscellaneous furniture and shelving units – lots	

By the list submitted by the crew, the majority of items were picked up from the Floatingstone and Crestview subdivisions.

I had received a few calls from ratepayers over the past few weeks expressing how valuable and appreciated this program was to them as they had no way of transporting these items to a transfer station or landfill.

Bryan

10. Reports

10.1. CAO REPORT



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

10.1. CAO Report

#20160516001

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : skitz

11. Upcoming Meetings

- 11.1. JUNE 24 BEAVER RIVER TRESTLE GRAND
OPENING
- 11.2. JUNE 28 @ 10:00 A.M. - PUBLIC WORKS



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

11.1. June 24 Beaver River Trestle Grand Opening

#20160608004

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Executive Summary

Noon - 2:30 p.m. - Open House - Rides from Cold Lake staging area to trestle. BBQ Burgers and hotdogs at trestle

3:00 p.m. - Official Opening Ceremonies

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

11.2. June 28 @ 10:00 a.m. - Public Works

#20160610007

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Additional Information

Originated By : pcorbiere

12. Financial

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



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

#20160516002

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Recommendation

Motion to approve the budget to actual as of May 31, 2016.

Additional Information

Originated By : skitz



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

Issue Summary Report

12.2. Council Fees

#20160516003

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

Recommendation

Motion to approve the Council Fees for the Month of May, 2016 as circulated.

Additional Information

Originated By : tmahdiuk



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

Issue Summary Report

12.3. Listing of Accounts Payable

#20160516004

Meeting : June 14, 2016

Meeting Date : 2016/06/14 10:00

Meeting Type : Council Meeting

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>
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Additional Information

Originated By : pcorbiere