



County of St. Paul No 19  
Council Meeting  
AGENDA

Tuesday, May 14, 2019  
10:00 AM

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**10.1 CAO Report**

CAO Report to be presented at the meeting.

**11. Upcoming Meetings**

**11.1 May 15 @ 5:30 - Joint Meeting Town of St. Paul-Emergency Management**

**11.2 June 3 - 4-H Beef on a Bun**

**12. Financial**

**12.1 Budget to Actual**

**12.2 Listing of Accounts Payable**

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

**12.3 Council Fees**

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

**13. Adjournment**



**County of St. Paul No 19**  
**Council Meeting**  
**Minutes**

**Tuesday, April 9, 2019**  
**10:00 AM**

Present	Reeve Steve Upham, Reeve Councillor Darrell Younghans, Division 1 Councillor Kevin Wirsta, Division 2 Councillor Cliff Martin, Division 3 Councillor Maxine Fodness, Division 4 Councillor Dale Hedrick, Division 5 Councillor Laurent Amyotte, Division 6
Staff Present	Sheila Kitz, CAO Tim Mahdiuk, Director of Community Services Phyllis Corbiere, Executive Assistant Mark Chileen, Director of Public Works

**1. Call to Order**

The regular meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:05 a.m.

Mereidith Kerr, St. Paul Journal informed Council that she will record the meeting.

**2. Minutes**

**Resolution CM20190409.1001**

Moved By: Councillor Laurent Amyotte

to approve the minutes of the March 12, 2019 Council Meeting with the order of the agenda items corrected.

**Carried**

**3. Bank Reconciliation**

**Resolution CM20190402.1002**

Moved By: Councillor Maxine Fodness

to adopt the Bank Reconciliation for the month ending March 31, 2019.

**Carried**

**4. Additions to Agenda and Acceptance of Agenda**

**Resolution CM20190409.1003**

Moved By: Councillor Cliff Martin

to adopt the agenda for the Regular Meeting of Council for April 9, 2019 with the following additions:

8.25 Finning Training for Operators

8.26 Remuneration Policy

**Carried**

**8. New Business**

**8.20 Request for Signage - Ernie's Beach**

**Resolution CM20190409.1004**

Moved By: Councillor Darrell Younghans

to erect pedestrian signs where the current children playing sign is and move the children playing sign to Laurier Avenue.

**Carried**

**8.21 Brandt/John Deere Governmental Factory Trip**

**Resolution CM20190409.1005**

Moved By: Councillor Cliff Martin

to approve Jack VandenBerg and Randy Winterbottom to attend the Brandt/John Deere Governmental Factory Trip from May 13-16, 2019 in Chicago Illinois, at no cost to the County.

**Carried**

## **8.25 Finning Training for Operators**

### **Resolution CM20190409.1006**

Moved By: Councillor Darrell Younghans

to authorize the appropriate staff as determined by Administration to attend Finning training for Operators in Edmonton.

**Carried**

## **8.1 Use of County Spaces Policy ADM-32**

### **Resolution CM20190409.1007**

Moved By: Councillor Maxine Fodness

to approve Policy ADM-32, Use of County Spaces Policy, as amended, as per the recommendations of the Policy Committee.

**Carried**

## **8.2 Credit Card Policy ADM-77**

### **Resolution CM20190409.1008**

Moved By: Councillor Cliff Martin

to approve Policy ADM-77, Credit Cards Policy, as amended, as per the recommendations of the Policy Committee.

**Carried**

## **8.3 Named Roads and Landmarks Policy ADM-99**

### **Resolution CM20190409.1009**

Moved By: Councillor Kevin Wirsta

to approve Policy ADM-99, Named Roads and Landmarks, as amended, as per the recommendations of the Policy Committee.

**Carried**

## **8.4 Clubroot Policy ASB-114**

### **Resolution CM20190409.1010**

Moved By: Councillor Laurent Amyotte

to approve Clubroot Policy ASB-114, as amended, as per the recommendations of the Policy Committee.

**Carried**

**8.5 Authorization for Use of Firearms Policy ASB-131**

**Resolution CM20190409.1011**

Moved By: Councillor Dale Hedrick

to approve Policy ASB-131, Authorization for Use of Firearms, as per the recommendations of the Policy Committee.

**Carried**

**8.6 Coyote and Wolf Reduction Incentive Program Policy ASB-132**

**Resolution CM20190402.1012**

Moved By: Councillor Darrell Younghans

to approve the Coyote and Wolf Reduction Incentive Program Policy ASB-132, with the amendment to remove the reference to the County's Fee Schedule Bylaw in section 1.2.

**Carried**

**8.7 Beaver Reduction Incentive Program Policy ASB-133**

**Resolution CM20190409.1013**

Moved By: Councillor Dale Hedrick

to approve Policy ASB-133, the Beaver Reduction Incentive Program, with the amendment to remove the reference to the County's Fee Schedule Bylaw in Section 1.2.

**Carried**

**8.8 2019 Strategic Plan - 1st Quarter**

**Resolution CM20190409.1014**

Moved By: Councillor Maxine Fodness

to approve the first quarter of the 2019 Strategic Plan.

**Carried**

## **8.9 Long Term Disability Benefit Change**

### **Resolution CM20190409.1015**

Moved By: Councillor Darrell Younghans

to increase the Long Term Disability Benefit from a non-evidence maximum of \$4,500 to a non-evidence maximum of \$7,150 for all County employees, with the County continuing to cover 90% of the premium to become effective June 1, 2019.

**Carried**

### **Resolution CM20190409.1016**

Moved By: Councillor Maxine Fodness

to increase the Long-Term Disability Benefit for eligible employees who apply and are approved for coverage beyond the \$7,150 non-evidence maximum up to \$11,000 with the County continuing to cover 90% of the premium, to become effective June 1, 2019.

**Carried**

## **8.10 2019 Municipal Operating and Capital Budget**

### **Resolution CM20190409.1017**

Moved By: Councillor Cliff Martin

to approve the 2019 Municipal Operation and Capital Budget as per Section 242(1) and 245 of the M.G.A. as follows:

Operating and Capital Revenues	\$ 38,310,083
Debenture & Funding from Restricted Surplus	\$ 5,766,256
Operating Expenses	\$ 27,859,591
Replacement Reserve	\$ 136,000
Debenture Repayment	\$ 773,359
Capital Expenditures	\$ 15,287,033
Surplus	\$ 20,356

**Carried**

**Resolution CM20190409.1018**

Moved By: Councillor Maxine Fodness

to approve the 2019 Budget Document.

**Carried**

**8.11 Date for AGM**

**Resolution CM20190409.1019**

Moved By: Councillor Maxine Fodness

to schedule the AGM for Thursday, May 9 at 7:00 p.m. in Mallaig.

**Carried**

**8.12 ISDAB Member at Large**

**Resolution CM20190409.1020**

Moved By: Councillor Cliff Martin

to appoint Maria Cueva to the Intermunicipal Subdivision and Development Appeal Board for the remainder of the four-year term.

**Carried**

**Resolution CM20190409.1021**

Moved By: Councillor Dale Hedrick

to advertise for another member at large to sit on the ISDAB.

**Carried**

**8.13 FCSS Board Member**

**Resolution CM20190409.1022**

Moved By: Councillor Dale Hedrick

to appoint Marie Bintz to replace Jessica Murray on the County of St. Paul and Elk Point FCSS Board for the remainder of the four-year term.

**Carried**

**8.14 FCSS Northeast Zone Spring Gathering**

**Resolution CM20190409.1023**

Moved By: Councillor Maxine Fodness

to approve Councillor Younghans to attend the 2019 Northeast Spring gathering to be held April 25 & 26, 2019 in Cold Lake.

**Carried**

**8.15 Request for Encroachment License on Lot 4ER, Block 2, Plan 7922083**

**Resolution CM20190409.1024**

Moved By: Councillor Darrell Younghans

to uphold Land Use Bylaw 2013-50, Section 3.3(1) and MGA 671(1) and deny the request for an encroachment license for shed 1 and the outhouse onto Lot 4ER, Block 2, Plan 7922083.

**Carried**

**8.16 Request for Land Use Bylaw Amendment Regarding Recreational Vehicles**

**Resolution CM20190409.1025**

Moved By: Councillor Maxine Fodness

to uphold Land Use Bylaw 2013-50 and deny the request to allow for 4 recreational vehicles on lots over 1 acre in size within the Country Residential One District (CR1).

**Carried**

**8.17 ASB Seasonal Staff**

**Resolution CM20190409.1026**

Moved By: Councillor Kevin Wirsta

to appoint Megan Kryzanowski, Brayden Delisle and Edward Palmer as Weed Inspectors for the County of St. Paul as per Section 7(1) of the Weed Control Act.

**Carried**



**Resolution CM20190409.1027**

Moved By: Councillor Darrell Younghans

to appoint Megan Kryzanowski, Brayden Delisle and Edward Palmer as Pest Inspectors for the County of St. Paul as per Section 10(1) of the Agricultural Pest Act.

**Carried**

**8.18 Fire Guardian**

**Resolution CM20190409.1028**

Moved By: Councillor Dale Hedrick

to appoint Dennis Bergheim as Fire Guardian for the County of St. Paul effective April 15, 2019.

**Carried**

**8.19 Request to Name Road - Worobec**

**Resolution CM20190409.1029**

Moved By: Councillor Cliff Martin

to approve the request to name TWP Road 560 off Secondary Highway 881 as Worobec Road, as it conforms to Policy ADM-99.

**Carried**

**8.22 St. Paul Golf Course - Request for Sponsorship**

**Resolution CM20190409.1030**

Moved By: Councillor Darrell Younghans

to defer the request from the St. Paul Golf Course for sponsorship for a Bench or holes on the course, to the INC Meeting with the Town of St. Paul.

**Carried**

**7. Delegation**

**7.1 11:00 a.m. - Northern Lights Library System**

Larry Tiedemann and Julie Walker with the Northern Lights Library System entered the Council Room at 11:00 a.m.

They provided an overview of the the services provided by the NLLS as well as a breakdown of the cost of providing the services calculated on a per capita basis.

The delegation left the Council Room at 11:25 a.m.

## **7.2 11:30 a.m. - St. Paul Skatepark**

Daniel Reid was admitted to the Council Room at 11:27 to discuss the construction of the St. Paul Skatepark. He informed Council that they were successful with the CFEP grant - \$361,000 to match all of the donations they have accumulated to date.

Mr. Reid requested that Council consider donating 910 yards of 3 inch plus 260 yards of 3/4 base gravel, excavation work by a track hoe, end dump and D3 and two manual tampers.

Following his presentation, the delegation left Council meeting at 11:46 a.m.

### **Resolution CM20190409.1031**

Moved By: Councillor Dale Hedrick

motion to approve 910 yards of 3 inch and 260 yards of 3/4 inch gravel, approximately 8 hours use of an end dump, 40 hours for a D3 and 2 plate tampers, for an estimated actual cost of \$31,330, for the St. Paul Skatepark.

**Carried**

## **8. New Business**

### **8.23 Request to Waive Property Tax Increase**

#### **Resolution CM20190409.1032**

Moved By: Councillor Dale Hedrick

to table the request from the owner of Lot 3, Block 1, Plan 0221679 in SW 11-58-11-W4 to waive their property tax increase which resulted from the renovations they did in 2016 to convert their attached garage to a suite for their handicapped son, until the Tax Rate Bylaw is approved.

**Carried**

### **8.24 Membership in the Coalition of Canadian Municipalities for Energy Action**

**Resolution CM20190409.1033**

Moved By: Councillor Darrell Younghans

that the County of St. Paul become a member in the Coalition of Canadian Municipalities for Energy Action at a cost up to \$1,000 and that Reeve Upham attend the meeting in Fort McMurray on April 10.

**Carried**

The meeting recessed for lunch at 12:02 p.m. and reconvened at 12:43 with all members of Council present.

**8.26 Remuneration Policy**

**Resolution CM20190409.1034**

Moved By: Councillor Cliff Martin

to publish Councillor meetings and conferences attended with an aggregate total for all Council members remuneration (including base salary and meeting per diems), reimbursed expenses and fees paid by the County including the pay schedule, effective January 1, 2019.

**Carried**

**10. Reports**

**Resolution CM20190514.1035**

Moved By: Councillor Laurent Amyotte

to accept the report on the CAPP Meeting sponsored by the Bonnyville and District Chamber of Commerce as presented by Councillor Younghans

**Carried**

**10.1 CAO Report**

**Resolution CM20190409.1036**

Moved By: Councillor Darrell Younghans

to accept the CAO Report as presented.

**Carried**

**7. Delegation**

**7.3 1:00 p.m. - Synergy Chartered Accountants**

Shawn Warrington, Accountant with Synergy Chartered Accountants entered the Council Room at 1:09 p.m. to present the Audited Financial

Statements for the County of St. Paul for the period ending December 31, 2018. and left at 1:41 p.m.

Following his presentation and answering questions of Council, Shawn Warrington left the Council Room at 1:41 p.m.

**Resolution CM20190409.1037**

Moved By: Councillor Laurent Amyotte

to approve the 2018 Audited Financial Statements for the County of St. Paul.

**Carried**

**12. Financial**

**12.1 Budget to Actual**

**Resolution CM20190409.1038**

Moved By: Councillor Laurent Amyotte

to approve the budget to actual as of March 31, 2019.

**Carried**

**12.2 Listing of Accounts Payable**

**Resolution CM20190409.1039**

Moved By: Councillor Dale Hedrick

to file the listing of Accounts Payable as circulated.

**Carried**

**12.3 Council Fees**

**Resolution CM20190409.1040**

Moved By: Councillor Maxine Fodness

to approve the Council Fees for the Month of March, 2019 as amended - by removing the Trade Show during the RMA Convention from the list of meetings.

**Carried**

## **7. Delegation**

### **7.4 2:00 p.m. - RMA Member Visit**

President Al Kemmer, Gerald Rhodes and Soren Odegard entered the Council Room at 2:00 p.m.

The delegation spoke about the following items:

- Federal Budget, unpaid linear tax amounting to \$81 million among municipalities, municipalities requiring stronger collection program to companies that choose not to pay.
- Long Term municipal funding - replacement for MSI.
- Assessment Year Modifiers
- Funding for Housing
- Funding for Asset Management

The delegation left the meeting at 2:45 p.m.

## **13. Adjournment**

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting.

Time: 2:55 p.m.

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Reeve

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Chief Administrative Officer



## Request for Decision

Council Meeting: May 14, 2019

### 5.1 Closed Session

#### Request

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Items to be discussed during the closed session will be presented at the meeting.

#### Alternatives

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#### Recommendation

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That pursuant to Section 197(2) of the MGA, County Council move into closed session and close the meeting to the public as per Section 17, 27 and 29, Division 2, Part 1 of the FOIP Act.

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**Submitted by:** Phyllis Corbiere, Executive Assistant



## Request for Decision

Council Meeting: May 14, 2019

### 6.1 - Request to Waive Property Tax Increase

#### Request

---

At the April 9, 2019 meeting, Council was presented with a request from the owners of Lot 3, Block 1, Plan 0221697 in SW 11-58-11-W4 to waive their property tax increase which resulted from the renovations they did in 2016 to convert their attached garage into a suite for their handicapped son. They intend to convert the suite back to a full garage when their son no longer requires the suite. Council tabled the request until after the 2019 tax levy was not set.

In 2017 their assessment on their property increased by 77,340 due to the renovation, which equated to \$496.02 in property taxes. Council made a motion to cancel the total property tax increase. In 2018 Council cancelled \$307.68, which was the Municipal portion only. The owners are now requesting that Council do the same for their 2019 property taxes.

The municipal portion of their property taxes did not change from 2018. The assessment for the municipal portion of the property taxes equates to \$1,250.39. Based on 31%, which is the attached garage suite area, the municipal portion of the taxes would be \$387.62

Section 347 of the MGA allows a council to cancel all or part of a tax.

#### Alternatives

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Deny the request to cancel the tax increase.

Cancel the municipal portion of the property taxes, \$387.62, as per section 347 of the MGA.

#### Recommendation

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Administration is recommending to cancel 31% of the municipal portion of the property taxes for an amount of \$387.62, as per section 347 of the MGA.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant

Eric & Glenda McFatridge  
County of ST. Paul  
P. O. Box 386  
Alberta T0A 3A0

Land Description SW 11-58-11-W4  
Linc No. 0029273463

Mar 09 2019

County of ST. Paul  
Council

I am writing to request a deferral of a property tax increase due to redevelopment of our garage into a ensuite for our handicapped son.

Last year we were granted the Deferral of Property tax to which we are grateful and thank council once again for this.

The conversion of our garage to an ensuite is a result of us trying outside service which ended in undesirable results. We thought that this would allow our son a supervised independent life – in hopes that one day he may gain full independence.

The suite has been kept child safe i.e. no stove etc and will be converted back to a full garage when there is no longer a need.

We have had no government funding on behalf of our son in this endeavor and no help from outside sources – as a result we may be forced to remortgage due to the cost of converting the garage to provide a safe and independent living arrangement for him.

The County of St. Paul has been kind to our family and we know moving forward that we have chosen the best possible place to reside.

We are asking once again for forgiveness of this portion of our property tax.

Thank you for your consideration.

Sincerely,  
Eric and Glenda McFatridge

The block contains two handwritten signatures in blue ink. The first signature is for Eric McFatridge, and the second, larger signature is for Glenda McFatridge. Both signatures are written in a cursive, flowing style.





## Request for Decision

Council Meeting: May 14, 2019

### 7.1 - 11:00 a.m. – Public Auction of Lands

#### Request

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Section 418 of the MGA requires Council to offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid.

#### Alternatives

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#### Recommendation

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To appoint the auctioneer for the Public Auction of Lands.

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**Submitted by:** Phyllis Corbiere, Executive Assistant



## Request for Decision

Council Meeting: May 14, 2019

### 7.2 – 11:30 a.m. – Ernie Piquette, ACFA President

#### Request

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Ernie Piquette, ACFA President will discuss the proposed renovations inside the ACFA Community Centre between the Gym, the AFCA office, the daycare and the CSCE School Board. They will be requesting financial assistance for this project.

The total cost of the project is \$44,400. They have applied for a CIP Grant and will also be requesting financial assistance from the Town of St. Paul.

#### Alternatives

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#### Recommendation

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**Submitted by:** Phyllis Corbiere, Executive Assistant



# ACFA

Régionale de Saint-Paul

CP 1925  
4617 50 ave  
St. Paul, Alberta,  
T0A 3A0  
Téléphone: 780-645-4800  
Email : [saint-paul@acfa.ab.ca](mailto:saint-paul@acfa.ab.ca)

April 15, 2019

M. Steve Upham  
County of St. Paul  
5015 - 49 Ave.  
St Paul, Alberta  
T0A 3A4

Objective: ACFA Community Infrastructure Project request for financial support.

M. Steve Upham,

L'ACFA Régionale de St. Paul is a non-profit organization that serves all Francophones and Francophiles in the St. Paul region and in the County of St. Paul.

L' ACFA has launched an innovative project which will create a friendly, welcoming social space that is the heart of our community for the general population at large. Our aim is to create a space that will provide expanded cultural services and cultural activities for the whole community (Paint night, Home Routes / Chemin Chez-Nous, Workshops etc...)

To realize this project, l' ACFA proposes doing some construction work and purchasing new equipment. This project will allow us to organise smaller events in a cozier environment.

The total cost of the project has been estimated at \$44,400.00. We are seeking financial assistance from, amongst others, our Provincial and Municipal governments.

It will help facilitate some much-needed social engagement in the community of St. Paul. The improved quality of our service will give us more visibility and will benefit all community members.

Thank you for your kind consideration.

Sincerely,

Ernest Piquette  
President

*Attached: La version française de cette lettre.*



# ACFA

Régionale de Saint-Paul

## ACFA Community Infrastructure Project

### request for financial support

May 14th 2019



# ACFA

Régionale de Saint-Paul

- ACFA
- Project
- objectives
- Budget
- Impact on ACFA's activities



# ACFA

Régionale de Saint-Paul

## ACFA

The ACFA Regional St. Paul is a non-profit organization that serves all Francophones and Francophiles in the town of St. Paul, and the surrounding areas in the County of St. Paul; St. Vincent, St. Edward, St. Brides, Mallaig, Ashmont, Elk Point, Lafond, Foisy, as well as Two Hills, etc.



# ACFA

Régionale de Saint-Paul

## Population

Town : 5963    County : 6468    Total: 12431

- Francophone :10%

- Bilingual :20%





**ACFA**

Régionale de Saint-Paul

## Project

This project will be built on an area of 1300 Sq ft, located inside the ACFA's Community centre, between the Gymnasium, the ACFA office, the daycare and the CSCE school board.

### **This Project includes:**

- 1) **Demolition of the following elements: internal staircase, and interior separation wall,**
- 2) **Framing** in the same area complete with new flooring,
- 3) **Creating a Serving Counter - installing countertops on both openings**
- 4) **Paint and light** installation,
- 5) **Installation:** equipment and materials (tables, chairs, fridge, microwave, coffee machine, piano, computer, and screen).



**ACFA**

Régionale de Saint-Paul

## *objectives*

- To encourage the intellectual, artistic, social, cultural and physical activities for the community.
- Create a community-meeting place.
- Organize more activities and welcome more people.
- Offer a comfortable place for families and their children during their visits to our centre. ( Gymnastics, Pickleball, Parent link, etc...)
- Diversify our resources.



# ACFA

Régionale de Saint-Paul

## *Budget*

The total cost of the project has been estimated at \$44,400.00.

ACFA and our partners

- Town of St. Paul
- County of St. Paul
- CIP (Community Initiative Program)



# ACFA

Régionale de Saint-Paul

## Currently having access to our centre

N	Organization	Number of Participants	Period
1	Daycare ( petits ours »	30 families (Francophone and exogamous)	Always
2	Parent Link/ FCSS	40 families (Town of St. Paul)	4 /Months
3	Gymnastic Club	50	2 days / week
4	Pickleball club	40	4 days / week
5	Other ( all Communities)		special event





# ACFA

Régionale de Saint-Paul

## *Ours Activities*

N	Name of activities	Number of Participants by activities
1	Paint Nights	30
2	Home Routes/ Chemin Chez-Nous	45
3	Coup de Coeur / concert	80
4	Jazz'art	130
5	Choir	15
6	French course	10
7	Reading circle	10
8	Christmas concerts	180
9	Seminars	45
10	St. Jean Baptiste celebration	150
12	Cabane à sucre/	360
13	writing, health workshop / sports nights	30
14	Cinema	20
15	Galala	90
16	Francophone month and fair	180
17	Canada day	150



# ACFA

Régionale de Saint-Paul

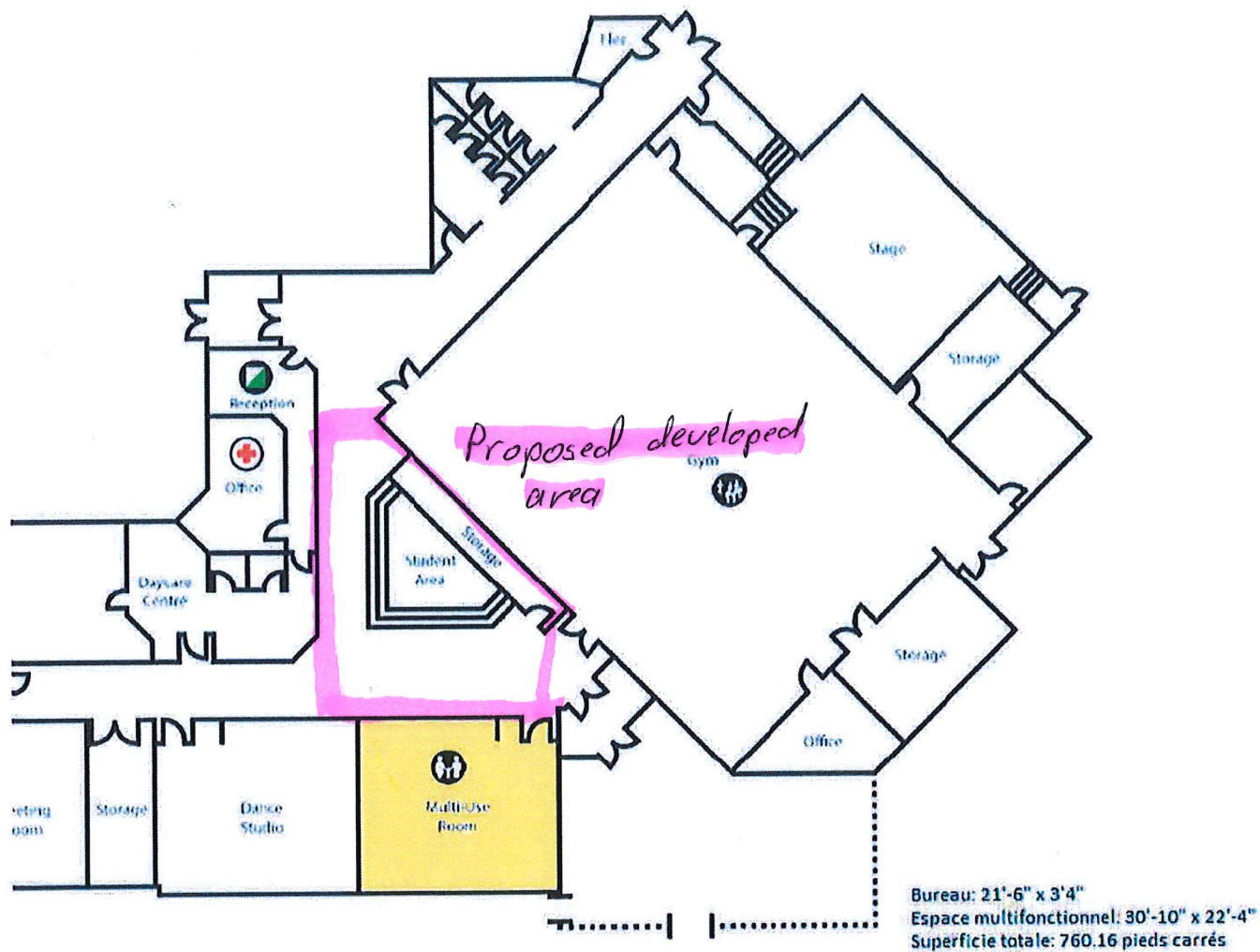
## *Conclusion*

The realization of this project will give us a better facility in which we can host more social engagements for the community of St. Paul and area.

- To offer more cultural services to the community,
- To participate actively in cultural and economic development when we organize activities at our centre such as Paint Nights, Home Routes, music.....



# APPENDICE A : PLAN DU LOCAL LOUÉ



Existing Daycare

44'

New Developed  
area = 1300 sqft

Sunken Area to  
be filled in for  
new gathering  
and performing  
area.

New Roll-top  
shutters + counters

New  
Storage/Concession Area.

New window  
to office

Existing Gymnasium



## Request for Decision

Council Meeting: May 14, 2019

### 7.3 - 1:00 p.m. – St. Paul and District Arts Foundation

#### Request

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At the March Meeting, Council was presented with a letter from the St. Paul and District Arts Foundation requesting a \$2000 donation to assist with funding for their dance program which was expanded to the Hamlet of Mallaig in March 2017.

Council made a motion to table the request for funding and invite the group to make a presentation to Council.

Board members of the St. Paul and District Arts Foundation will make a presentation to Council.

#### Alternatives

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#### Recommendation

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Following the presentation to Council, Council to determine how to proceed with the original request for funding in the amount of \$2000 -

- Deny the request for funding.
- Approve a \$2000 operating grant.

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**Submitted by:** Phyllis Corbiere, Executive Assistant







# *Today's Presentation*

## *TOPIC OUTLINE*

- Brief History
- Governance
- Mandate
  - Education
  - Public Appreciation of arts
  - Charity
- Finances
- Mallaig Program



# History

---

## Then

Year of Incorporation:  
June 2014



Since then...

- 17 instructors employed
- Over 12 public performances
- Ownership of facility

## Now

- Grand re-opening/  
renovations - Nov, 2018
- Conclusion of 5th year of  
operation
- Charitable Status





RYAN STINN  
Chair



MELISSA MCEACHERN  
Vice-Chair



NATALIE WILD  
Secretary



VALERIE PRATCH  
Treasurer



SHELLY GILES  
Board director

## Governance

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- Managed and operated by 5 volunteer board members
- Elected positions
- Monthly board meetings
- Hold AGM with financial report (unaudited finances by JMP group)

# Mandate

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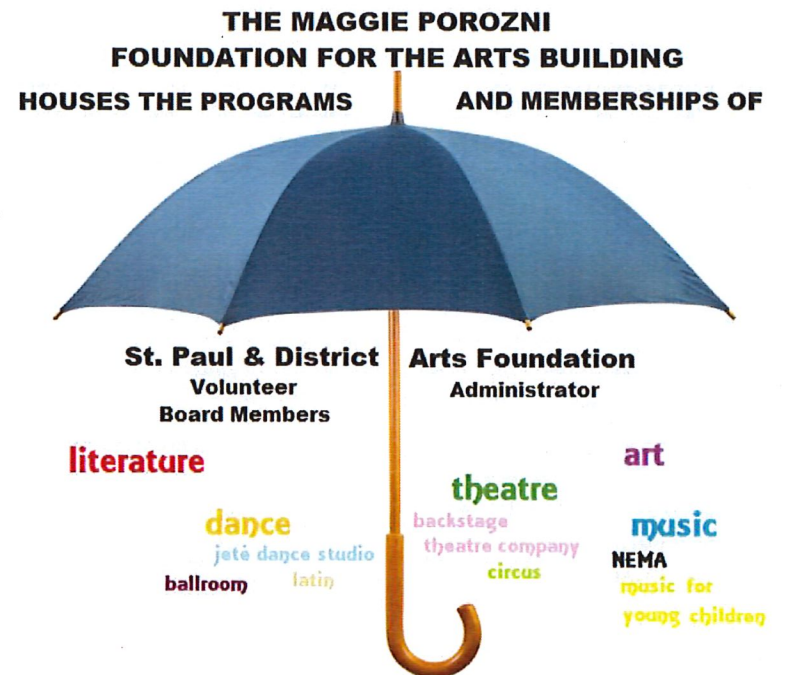
## 1. To advance education

- by providing structured programs regarding visual, theatrical, dance, music and literary arts
- by providing opportunities for students to publicly exhibit and present their skills

## 2. To advance the public's appreciation of the arts

- by providing high-quality artistic performance in public venues accessible to members of the community

## 3. To undertake activities ancillary and incidental to the aforementioned charitable purposes.





# 1. To advance education

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- We are St. Paul & District, meaning we serve St. Paul and outlying communities with the district.
- We currently offer programs in St. Paul, Mallaig, and Saddle Lake.
- Out of 25 programs:
  - 18 are in St. Paul including circus, dance, music, theatre, and visual arts.
  - 5 dance programs are in Mallaig.
  - 2 programs are in Saddle Lake including circus and dance.
  - We also hold workshops in a variety of arts disciplines
  - All are non-competitive



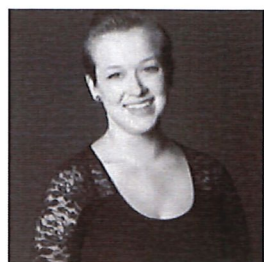


# 1. To advance education

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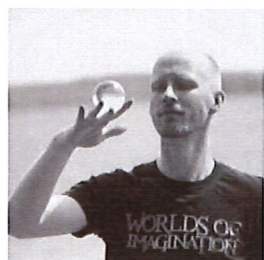
- We are DIVERSE and INCLUSIVE
- we educate all ages
- The youngest participant is 1 years old
- The oldest participant is 70 years old!
- The building is wheelchair accessible





**ANNA PRATCH**  
Dance Instructor

Dancing since age 4. Graduated with School of Alberta Ballet, trained with Canada's National Ballet and more



**RYAN STINN**  
Circus Instructor

B.Ed and B.Sc, teacher in Mallaig, professional fire performer during summer.



**LYNDA YOUNG**  
Theatre/Latin/Tot Instructor

Post-Graduation Diploma in Education, double degree in B.A and B.Sc, worked with a performance dance company



# 1. TO ADVANCE EDUCATION

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## QUALIFIED INSTRUCTORS

- 8 current instructors
- Half have university degrees in Education or Arts
- Professional experience in arts
- Teaching experience




## 2. To advance the public's appreciation of the arts

- 2 main annual productions - The Nutcracker and Spring Showcase
- Additional Artistic Projects - Canada 150
- Blue Flame Catalogue Fundraiser
- Artist in Residency
- Engage in community events - rock the block, rodeo, community awareness, Remembrance day, centerfield music festival

St. Paul & District Arts Foundation Presents


# 2019 ARTS SHOWCASE

Featuring the works of circus, dance, piano, theatre, and visual art students



**MAY 25, 2019**  
**2:00 - 4:00 PM AND 6:00 - 8:00 PM**  
**MAGGIE POROZNI FOUNDATION FOR THE ARTS**  
**4822 -50 AVE, ST. PAUL**

Tickets available at [mpdowntownartsstudio@outlook.com](mailto:mpdowntownartsstudio@outlook.com)







Nutcracker 2018 - 59 cast members

5 instructors, students from St. Paul & Mallaig, Guest Dancers from Edmonton





# CANADA 150 PROJECT





## BLUE FLAME CATALOGUE FUNDRAISER

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- Supporting the work of local Lakeland and Alberta artists while fundraising for the Foundation.
- Name comes from the "blue flame" fire that represents the passion that comes from artists creating their art.







# Artist in Residency

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**Piloted October 2018**

Current Artist in Residency - Eric Spoeth

County Resident

Mosaic Artist and filmmaker



# COMMUNITY PARTICIPATION



COMMUNITY  
CHRISTMAS



CENTERFIELD  
MUSIC FESTIVAL



ROCK THE BLOCK



RODEO





# 3. Charitable Status

Acquired June 2018

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CHARITY PROJECTS

Pas de Deux - Slipper Project

Youth Development Program

CRA REGISTERED

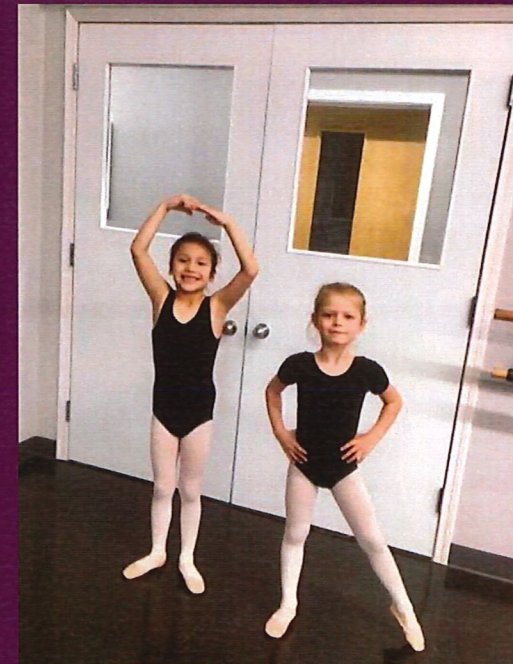
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# Pas de Deux - Slipper Project

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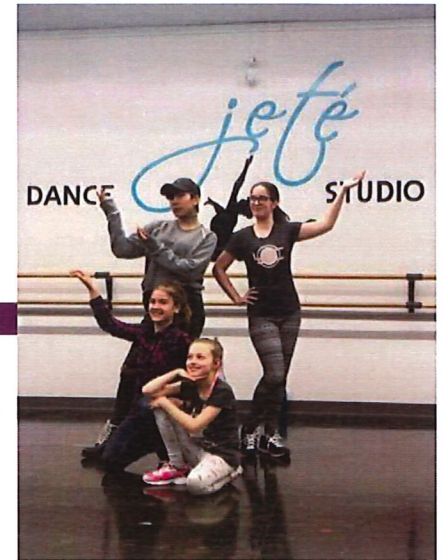
- **PILOTED IN OCTOBER 2017**
- BALLET SLIPPERS ARE LOANED TO A STUDENT THAT IS UNABLE TO AFFORD THE COST FOR A \$10 DEPOSIT
- THE SLIPPERS ARE RECONDITIONED AFTER THEY ARE RETURNED TO BE USED AGAIN
- PROJECT IS FUNDED BY ANONYMOUS CHARITABLE DONATIONS



# Youth Development Program

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- 125 TICKETS DISTRIBUTED TO YOUTH FOR NUTCRACKER PRODUCTION
- 1 STUDENT SPONSORED TO ATTEND A CLASS



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Piloted in Fall 2018

Sponsored by various local businesses

Sponsorship given to a student whose parents  
could not afford classes



# FINANCES

St. Paul & District Arts Foundation



# Membership

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## 2018 - 2019 Season

Annual fee \$25 Per Family  
No mandatory fundraising



ST. PAUL  
STUDENTS  
54 enrolled

DROP-IN  
STUDENTS  
75 in St.Paul  
7 private lessons.

MEMBERSHIP  
Current: 60

MALLAIG  
STUDENTS  
14 enrolled

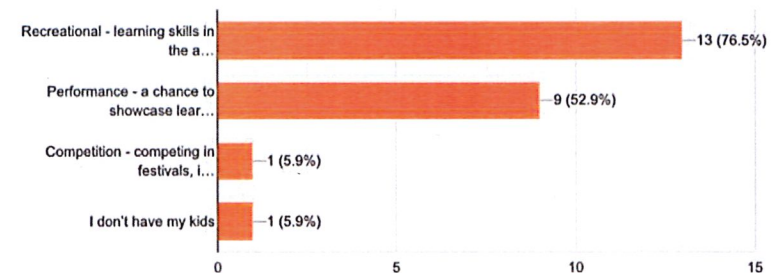
## Plan on registering for next season

# 94%

SCORE IN 2019 BASED ON A  
MID-SEASON SURVEY

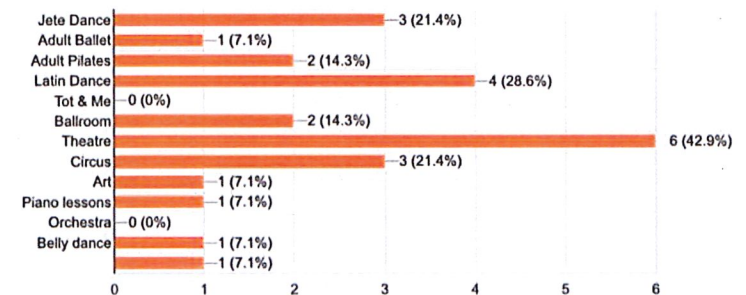
### What level of programming are you interested in for your child(ren)?

17 responses



### What program(s) are you considering attending?

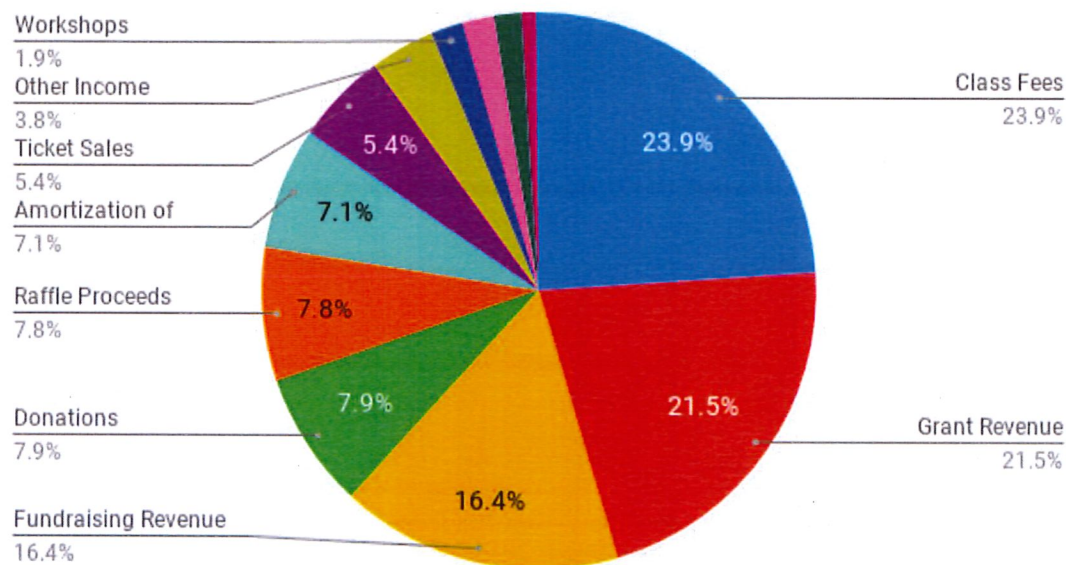
14 responses





# Income

## 2017 Revenue



## CLASS FEES

Between \$10 - 15 per 60 min class

## GRANTS

AFA Annual Operating Grant

Apply for 5 - 10 grants per year

## FUNDRAISING

Christmas fundraiser (Purdys in 2017 and Artisan Catalogue in 2018)

Colour Me ART Run



# Additional Income 2018

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## Studio Space Rental

Artist in Residency

NEMA

## Community Contributions

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Recipient of 2018 Co-op Fuel Good Day





# Expenses

## INSTRUCTOR COSTS

Wages, mileage (when possible)

## LONG TERM DEBT

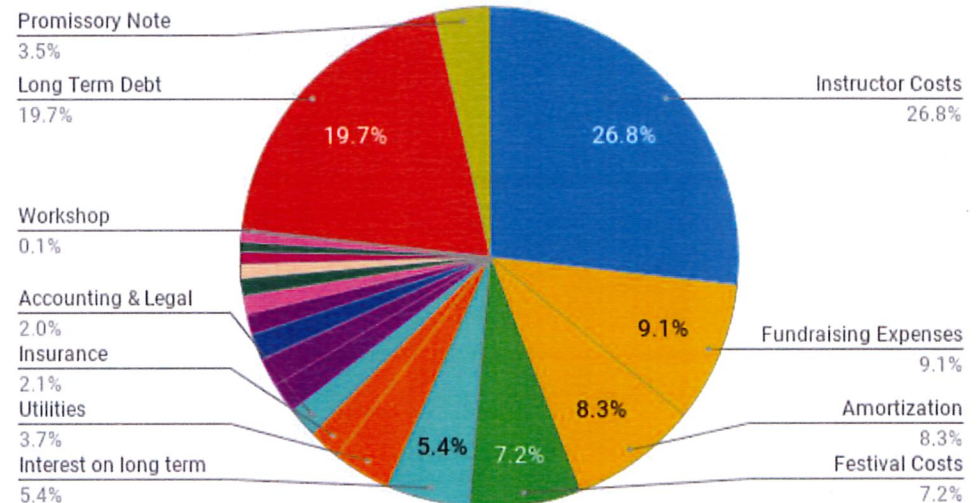
Mortgage payment on building

## FUNDRAISING EXPENSES

Supplies for fundraisers

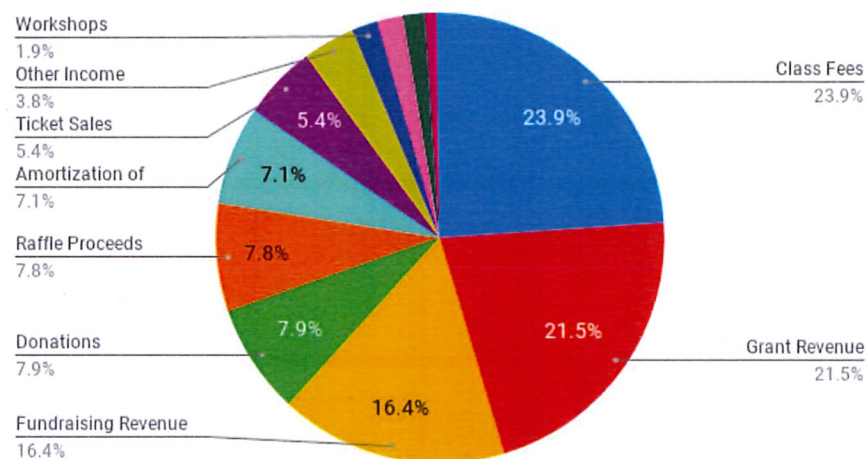
- printing costs
- t-shirts and dye for Art run

2018 Expenses

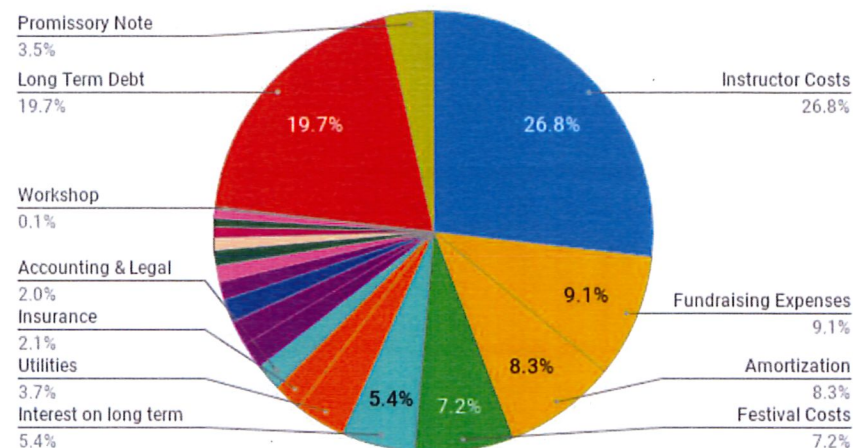


# Income vs Expenses

2017 Revenue



2018 Expenses





# MALLAIG PROGRAM

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## ENROLLMENT

- 5 dance classes
- 14 students
- Ages 6 - 17



## LENGTH

- Weekly classes
- 30 sessions
- 2 performances & picture day included

## FACILITY

- Classes given in École Mallaig school gym
- Program has been successful because parents do not have to drive to St. Paul
- Many students would be unable to take arts classes otherwise

## INITIATION

- Originally supported by FCSS
- Second year of this program



# Funding Request

\$2000 REQUESTED

## STEPS TAKEN

- Moved to less expensive facility
- Instructor does not charge for mileage from St.

Paul to Mallaig

## FACTORS TO CONSIDER

- No funding requested for last year
- \$2000 would offset the deficiency and allow for \$142.47 of mileage to be paid to instructor
- Mallaig program is 2 years old: there is potential for growth

### REVENUE

Class Fees	\$5,900.47
Membership Fees	\$104.50

<b>TOTAL</b>	<b>\$6,004.97</b>
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### Expenses

Instructor Fees	\$6,962.50
Facility Rental	\$900.00

<b>TOTAL</b>	<b>\$7,862.50</b>
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Mileage (0.50/km)	\$960.00
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<b>TOTAL (Including mileage)</b>	<b>\$8,822.50</b>
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<b>Excess (Deficiency) of revenues over expenses</b>	<b>-\$1,857.53</b>
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<b>Excess (Deficiency) of revenues over expenses [INCLUDING MILEAGE]</b>	<b>-\$2,817.53</b>
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# QUESTIONS?



"My teachers at the St Paul and District Arts Foundation are really nice, and help me grow and to do things that I never thought were possible" - Age 11





# How to Reach Us

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## WEBSITE

[www.artfoundation.ca](http://www.artfoundation.ca)

## PHONE NUMBER

(780) 645 2781

## EMAIL ADDRESS

[mpdowntownartsstudio@outlook.com](mailto:mpdowntownartsstudio@outlook.com)



## Request for Decision

Council Meeting: May 14, 2019

### 7.4 - 1:30 p.m. – Buried Glass Inc. /MCSNet

#### Request

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Jerico VanBrabant and Mark Beland from Buried Glass Inc. will be in to discuss the company's proposed project to install, construct, and maintain fiber optic infrastructure within and adjacent to the Hamlet of Mallaig to aid with the enhancement of internet servicing in Mallaig. They will be requesting permission to use the County's rights-of-way northbound on Range Road 100 from Highway 28 and within the Hamlet of Mallaig.

Following the presentation by the delegation, Council will need to consider entering into two agreements –

#### Exchange of Services Agreement

In exchange for waiving the County's costs associated with the review and approval of the Municipal Rights-of-Way Access Agreement and Buried Glass' engineering plans, County administration and Buried Glass negotiated an Exchange of Services Agreement. This Agreement states that Buried Glass Inc. and MCSNet will provide the County with sixty (60) months of internet servicing to the Mallaig Fire Hall and Mallaig Water Treatment Plant at no charge.

Through the provision of internet servicing to these two facilities, the County will recover all associated costs being waived prior to the commencement of Buried Glass' project and accrued to date.

#### Municipal Rights-of-Way Access Agreements

County administration enlisted legal counsel to prepare the attached Municipal Right-of-Way Access Agreement permitting access to the County's rights-of-way.

#### Alternatives

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## Recommendation

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Administration is recommending approving the Exchange of Services Agreement with Buried Glass Inc. and Lemalu Holdings Ltd. operating as MCSnet.

Administration is recommending approving the Municipal Rights-of-Way Access Agreement with Buried Glass Inc.

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**Submitted by:** Kyle Attanasio, Director of Corporate Services

## Exchange of Services Agreement

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

### BETWEEN:

**THE COUNTY OF ST. PAUL NO. 19**  
(the “Municipality”)

- and -

**Buried Glass Inc.**  
(“BGI”)

- and -

**Lemalu Holdings ltd. operating as MCSnet**  
(“MCSnet”)

WHEREAS BGI has today entered into an agreement with the Municipality to obtain access to the municipal rights of way (the “RIGHTS-OF-WAY AGREEMENT”);

AND WHEREAS MCSnet is leasing from BGI, the fiber optic Plant being installed on said municipal rights of ways;

AND WHEREAS the Municipality has agreed to waive certain fees owed by BGI under the RIGHTS-OF-WAY AGREEMENT in lieu of services that MCSnet has agreed to provide and as are outlined herein;

**NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT** the Parties agree as follows:

### DEFINITIONS

1. In this Agreement, the following words and phrases shall have the following meanings:

- (a) “**RIGHTS-OF-WAY AGREEMENT**” means the agreement titled “ACCESS TO MUNICIPAL RIGHTS-OF-WAY” entered into on this date by BGI and the Municipality;
- (b) “**Plant**” has a meaning that is defined in the RIGHTS-OF-WAY AGREEMENT;
- (c) “**Agreement**” means this agreement;
- (d) “**Serviced Municipal Facilities**” means the two county facilities located at \_\_\_\_\_ and \_\_\_\_\_

#### **WAIVER OF FEES BY THE MUNICIPALITY**

1. In consideration of the services provided during the term of this Agreement, the Municipality agrees to waive the fees in owed by BGI that are associated with BGI's initial installation of its fibre optic network ("Plant") as outlined in the referenced RIGHTS-OF-WAY AGREEMENT, paragraph 16.
2. The parties agree that this waiver shall cover all activities associated with the construction of the Plant and shall extend only until the earlier of
  - a. Completion of Plant construction; or
  - b. December 30, 2020.

#### **SERVICES PROVIDED BY MCSnet**

3. For the term of this agreement, MCSnet shall provide the Municipality with a credit of up to \$80 per month per location for broadband Internet services at the TWO (2) Serviced Municipal Facilities as defined herein.
4. MCSnet will waive all installation fees or other fees that might normally be associated with the installation of services at the Serviced Municipal Facilities.
5. Should the Municipality require other services typically outside the scope of a normal Internet installation or choose service packages beyond the \$80 monthly maximum, these services shall be billed in accordance with our normal fee structure, but MCSnet must notify the Municipality in advance of such charges.
6. In the unlikely event that MCSnet ceases to offer an Internet package for less than the credited \$80 / month, the aforementioned credit shall be increased to the price of the minimum Internet package available.
7. Services to the Serviced Municipal Facilities shall be installed as soon as practically possible, but within 3 months of the Plant being physically constructed enabling access to said Serviced Municipal Facilities.
8. Services will be provided in accordance with MCSnet's standard terms of service

#### **TERM**

9. This agreement shall commence immediately and shall waive charges that may have accrued or occurred prior to the signing of this agreement.
10. This agreement shall terminate once MCSnet has provided the Municipality with 60 months of service at the Serviced Municipal Facilities or either party chooses to terminate as provided for herein.

**TERMINATION**

11. The Municipality may terminate this agreement at any time after construction is complete in accordance with paragraph 2. If the Municipality chooses to terminate, MCSnet shall not be required to pay termination penalties set out in paragraph 12.
12. MCSnet may terminate this agreement at any time, by paying to the Municipality, the sum of \$80 per site for each and every month the Municipality is owed services that have not yet been provided in accordance with paragraph 10.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by their duly authorized representatives.

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

)

)

) Per: \_\_\_\_\_

)

)

) Per: \_\_\_\_\_

)

)

) **BURIED GLASS INC.**

)

)

) Per: \_\_\_\_\_

)

)

) **LEMALU HOLDINGS LTD.**

)

)

) Per: \_\_\_\_\_

)

)

## ACCESS TO MUNICIPAL RIGHTS-OF-WAY AGREEMENT

This Agreement made the 14<sup>th</sup> day of May 2019.

**BETWEEN:**

**THE COUNTY OF ST. PAUL NO. 19**  
(the “**Municipality**”)

- and -

**Buried Glass Inc.**  
(the “**Company**”)

WHEREAS the Company is a Canadian carrier as defined in section 2 of the *Telecommunications Act*, S.C. 1993, c. 38, as amended or is a distribution undertaking as defined in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c.11, as amended (collectively “**Canadian carrier**”); and

WHEREAS, in order to operate as a Canadian carrier, the Company requires to construct, maintain and operate its Plant in, on, over, under, across or along (“**Within**”) the Municipality’s Rights-of-Way; and

WHEREAS, the Company requires the Municipality’s consent to construct its transmission facilities Within the Municipality’s Rights-of-Way; and

WHEREAS the Municipality is willing to permit the use of its Rights-of-Way where, in its judgment, such use will not interfere with its own service requirements and the public use of the Rights-of-Way, including the consideration of the economy and safety and any rights or privileges previously conferred or hereafter conferred by the Municipality by contract or otherwise on others not parties to this Agreement to use any of the Rights-of-Way; and

WHEREAS the Municipality and the Company have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which said consent shall be obtained.

NOW THEREFORE in consideration of the mutual terms, conditions and covenants herein contained, the Municipality and the Company each agree with each other as follows:

### DEFINITIONS

1. In this Agreement, the following words and phrases shall have the following meanings:
  - (a) “**Affiliate**” means “affiliate” as defined in the Canada Business Corporations Act;
  - (b) “**Agreement**” means this Municipal Access Agreement and all the Schedules attached hereto;



- (c) “**Director**” means the Municipality’s Director of Engineering and Construction, or the person designated by him or her;
- (d) “**Emergency**” means an unforeseen situation where immediate action must be taken to preserve public health, safety or essential service of either the Municipality or the Company;
- (e) “**Hamlet of Mallaig**” means all that portion of the Municipality shown within Schedule “A” attached to this Agreement;
- (f) “**Hazardous Substance**” means any harmful substance, including, but is not limited to, electromagnetic or other radiation, petroleum products or bi-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, bylaw or code, whether federal, provincial or municipal;
- (g) “**Municipal Consent**” means the written consent of the Director, with or without conditions, for access to the Municipality’s Rights-of-Way;
- (h) “**Municipality’s Costs**” means the reasonable and verifiable costs and expenses of the Municipality to complete an activity, based on the cost of labour and materials, plus an overhead cost equal to fifteen percent (15%) of the total cost of labour and materials;
- (i) “**Plant**” means any wires, fibre optic cables, ducts, manholes poles, cables, pipes, conduits, pedestals, antennas, vaults, support structures or other related facilities or structures owned and operated by the Company, excluding cell towers.
- (j) “**Right-of-Way**” or “**Rights-of-Way**” means any highway, street, road allowance, lane, bridge or viaduct under the jurisdiction of the Municipality, and contained within:
  - (i) the Hamlet of Mallaig; and
  - (ii) Range Road 100 connecting Highway 28 to the Hamlet of Mallaig;
- (k) “**Road Occupancy Permit**” means a permit issued by the road authority of the Municipality for the purpose of authorizing the commencement and undertaking of any Work in a Right-of-Way;
- (l) “**Service Drop**” means Plant that, by its design, capacity and relationship to other Plant of the Company, can be reasonably considered to be for the sole purpose of connecting the Plant to not more than a single customer or building point but shall not include Plant designed to carry multiple customer traffic;
- (m) “**SUE**” means subsurface utility engineering and is the non-proprietary/ generic process of locating underground facilities using more advanced locating techniques at varying levels of accuracy;
- (n) “**Third Party**” means any individual, corporation, partnership, association, joint venture or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof that may attach its facilities to the Plant under an agreement with the Company but does not include subscribers to the Company’s services; and
- (o) “**Work**” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, adjustment or other alteration of Plant Within any Right-of-Way.

## TERM

2. The initial term of this Agreement shall be as needed, commencing on the day the Agreement is executed and ending upon the earlier of:

- (a) the abandonment of the Plant, or the ceasing to operate or provide service by or through the Plant, for a continuous period of greater than thirty-six (36) months;
- (b) the termination of this Agreement as provided for within this Agreement, at common law, or by other statutory authority.

Upon the expiration or termination of this Agreement through notice of termination or default, or otherwise, all rights and privileges hereunder shall come to an end provided that, notwithstanding such termination, the Company shall continue to be liable to the Municipality for all payments due and obligations incurred hereunder prior to the date of such termination, and in respect of any obligations that may survive expiration or termination as provided for within this Agreement.

3. Upon the expiration or termination of this Agreement, without restricting any of the rights or remedies under this Agreement, the Municipality may, at its sole option, declare the Plant abandoned and dealt with as the Municipality may deem appropriate.

## USE OF RIGHTS-OF-WAY

4. The Municipality hereby agrees to permit the Company to use any Right-of-Way for the purpose of conducting its Work subject to the terms and conditions set out in this Agreement and in accordance with all federal, provincial and municipal statutes, laws and by-laws or other rules, regulations, policies, standards and guidelines pertaining to the application and use of the Right-of-Way or the Plant.

5. The Company shall not use any Rights-of-Way in whole or in part for any purpose other than that permitted under this Agreement.

6. The Company will be responsible to secure all other necessary and applicable permits/approvals for the Work and provide copies of same to the Municipality prior to the commencement of any Work.

7. The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located in, on, over, under, across or along the Municipality's Rights-of-Way (the "**Acquired Plant**") and that Third Party is a party to a valid and existing municipal access agreement with the Municipality (the "**Third Party MAA**"), then, effective the day of the acquisition of the Acquired Plant by the Company:

- (a) the Acquired Plant shall form part of the Company's Plant under this Agreement and all related activities shall be governed by this Agreement; and
- (b) if applicable, where the Company has been assigned, or has acquired the rights and obligations under the Third Party MAA, the Third Party MAA shall be terminated.

## **APPROVAL OF DIRECTOR**

8. Subject to Section 10, the Company shall not perform any Work in or on a Right-of-Way without first:

- (a) obtaining the applicable Municipal Consent required for the specific Work activity described within or contemplated by the detailed engineering plans provided by the Company to the Director;
- (b) providing detailed engineering plans to the Director's satisfaction setting out the location of the Plant within the relevant Rights-of-Way;
- (c) paying all associated fees, as outlined in the Municipality's relevant and most current Rates and Fees Bylaw; and
- (d) unless otherwise agreed to by the Municipality, the Municipality's Costs associated with the review and approval of the detailed engineering plans and the provision of the Municipality's consent.

9. The Company agrees to advise the Municipality, in a format and frequency acceptable to the Municipality, of the Work outlined in Section 8 that the Company has completed.

10. In the event of an Emergency, the Company shall be permitted to carry out such remedial work as is reasonably necessary to restore its essential service prior to satisfying subsection 8(a).

11. The Company acknowledges and agrees that the Municipality may refuse to grant approval regarding any proposed location for reasons of public safety, health, conflicts with existing or planned infrastructure of the Municipality or third parties, proposed road reconstruction or alterations, or the proper functioning of public services identified by the Director.

## **MANNER OF WORK**

12. The Company agrees that its Work shall be subject to the following conditions:

- (a) Upon completion of any Work, the Company shall provide such digital files as may be necessary to update the Municipality's GIS system or records to reflect the completed Work;
- (b) All Work shall be conducted and completed to the satisfaction of the Director, at the Director's sole discretion and in accordance with all laws, by-laws and the Municipality's policies and standards, as amended from time to time.
- (c) The portions of the Plant which cross beneath streets or existing utilities shall be placed in a carrier pipe or be encased in concrete or as otherwise specified by the Director.
- (d) If the Company breaks or disturbs the surface of a Right-of-Way, it shall repair and restore the surface of the Right-of-Way to the same or better condition it was in before such Work was undertaken in accordance with, without limitation, the Municipality's policies and standards, as amended from time to time, and to the satisfaction of the Director. If the Company fails to repair and restore a Right-of-Way to the satisfaction of the Director within thirty (30) days of being notified in writing by the Municipality, the Municipality may complete such repairs and restoration, and charge the Municipality's Costs related thereto to the Company in accordance with Section 16 of this Agreement.

- (e) Notwithstanding Section 10, in the event of an Emergency, the Municipality may take appropriate measures determined necessary, by the Director to re-establish a safe environment. The Municipality's Costs associated in working around the Plant shall be charged back to the Company in accordance with Section 16 of this Agreement.
- (f) If the Municipality requires any Work to be stopped for any reasonable cause relating to public safety, special events, unacceptable conduct or health identified by the Municipality, or as a result of any circumstances beyond the control of the Municipality as expressed by the Director, the Company shall cease all such Work forthwith upon receipt of written notice from the Municipality and leave the site and all adjoining Rights-of-Way in a safe and clean condition. Within seventy-two (72) hours of issuing a stop work order under this subsection, the Director will provide written reasons for such order to the Company. The Company shall be allowed to resume its Work activities once the reasons for the Work stoppage have been resolved to the satisfaction of the Director.
- (g) The Municipality shall have the right to require that Work conducted by the Company or its contractors is:
  - (i) subject to such safety policies, protocols or procedures as the Municipality may reasonably approve, for the purposes of ensuring compliance with all health and safety legislation and codes applicable to the Work;
  - (ii) supervised by a representative of the Municipality, or, at the Company's option, subject to the use of such flagmen, traffic control, and/or safety personnel or equipment as the Municipality may reasonably require;to ensure the safe conduct of the Work, safe operation of the Right of Way, and continued public use of the Right of Way in a safe and acceptable manner.
- (h) Except as provided elsewhere in this Agreement, the Company shall be responsible for all Work, including the cost of such Work.
- (i) The Company shall use reasonable efforts to schedule Work and share Rights-of-Way and support structures with other service providers occupying and using, or intending to occupy or use, the Rights-of-Way, with the intent of minimizing the necessity for road cuts, construction and the placement of support structures in the Rights-of-Way.
- (j) All contractors working for the Company shall have proper identification visible on site displaying the name of the entity they are working for.
- (k) The Company shall in the performance of any Work, ensure that its employees and contractors are qualified and licensed for the work they are performing.
- (l) The Company shall ensure that any and all its employees, agents and contractors always comply with all applicable laws, specifically but not limited to:
  - (i) all applicable municipal bylaws;
  - (ii) the Workplace Safety Insurance Act, 1997;
  - (iii) the Occupational Health and Safety Act;
  - (iv) the Canadian Labour Code Part II; and
  - (v) all applicable environmental laws.

## **PAYMENT OF FEES AND COSTS**

13. The Company covenants and agrees to pay to the Municipality fees calculated in accordance with the Municipality's relevant and most current Rates and Fees By-law as amended from time to time.

14. The Company acknowledges and agrees that the fees payable pursuant to this Agreement are exclusive of any fees and charges that may be applied by the Municipality with respect to any other permits required for the Company's Work, including fees or charges applied by the Municipality for Road Occupancy Permits and Municipal Consent reviews.

15. If any Right-of-Way is assessed in the future as a direct result of the Company's use of the Right-of-Way, the Company agrees to indemnify the Municipality for any taxes due and payable by the Municipality as a result of the any assessment.

16. Without limiting any of the foregoing or any other provisions of this Agreement (including, without restriction, Section 8 and Section 30) the Company covenants and agrees to pay to the Municipality all the Municipality's Costs (including, without restriction, engineering costs and legal costs) associated with:

- (a) the supervision of the conduct of the Work by the Municipality, and all work around activities, as contemplated within Section 12(f) of this Agreement, if applicable or where required;
  - (b) the incremental cost of working around and/or accommodating the existence and location of the Plant, as a result of operations of the Municipality within the Right of Way, as a result of the selection of an alternative to relocation of the Plant pursuant to Section 23;
  - (c) emergency work or activities contemplated within Section 24 of this Agreement;
  - (d) performance of the Company's obligations in default as contemplated within Section 27 of this Agreement; and
  - (e) the review, revision, negotiation and execution of this Agreement;
- in each case unless otherwise agreed to by the Municipality.

## **THE COMPANY'S WARRANTIES**

17. The Company represents and warrants to and covenants and agrees with the Municipality that:

- (a) it is a company in good standing under the applicable corporate and bankruptcy laws;
- (b) after completion of its Work, the Company shall leave the Right-of-Way in a sanitary, neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Director;
- (c) the Company warrants its Works, to the satisfaction of the Municipality, for a period of three (3) years from the date of completion, which date will be supplied to the Municipality by the Company;
- (d) if this Agreement is terminated by the Municipality, all the unfulfilled covenants, indemnities and obligations of the Company herein shall survive such termination; and
- (e) the Company shall not suffer or permit any lien to be filed or registered against a Right-of-Way.

## CONDITION OF THE RIGHT-OF-WAY

18. The Municipality has made no representations or warranties as to the state of repair of the Rights-of-Way or the suitability of the Rights-of-Way for any business, activity or purpose whatsoever and the Company hereby agrees to accept the Rights-of-Way on an “as is” basis.

## AS-CONSTRUCTED DRAWINGS

19. The Company shall provide, in both hard copy and a digital format, “as-constructed” drawings, which may include certification requirements, at its expense, to the satisfaction of the Director within one (1) month of completing the installation of its Plant.

## NOTIFICATION TO MUNICIPALITY

20. The parties shall, at no cost to the other party, provide locations of their respective facilities:
- (a) in the event of an Emergency or other high priority circumstances, within two (2) hours of receiving a request by the other party or its contractors or authorized agents, using reasonable best efforts; and
  - (b) in all other circumstances, within Fifteen (15) days of written request of the Municipality, or such other time period as may be reasonably agreed upon by the Company and the Municipality.
  - (c) the Company shall provide utility stakeouts so that the actual location of its Plant is within one metre horizontally and on either side of the mark up or field locate position;
  - (d) the Company shall be responsible to ensure that the approved location of its Plant has been installed in accordance with the following tolerances unless specifically detailed otherwise in the Municipal Consent:

Type of plant	Maximum horizontal and vertical variance	Minimum vertical depth measured from ground
Direct buried cables and ducts within the municipal boulevard	0.5 m horizontally and 0.3 m vertically	0.6 m
Direct buried cables and ducts within travelled roadways and shoulders	0.5 m horizontally and 0.3 m vertically	1.0 m
Major conduits and concrete duct structures within the municipal boulevard	0.3 m horizontally and 0.1 m vertically	1.0 m
Major conduits and concrete duct structures within travelled roadways and shoulders	0.3 m horizontally and 0.1 m vertically	1.5m

21. The Company and the Municipality shall always provide to each other a list of 24-hour emergency contact personnel available and shall ensure that the list is always up to date.

22. The Company agrees to pursue and become a member of a utility locate notification system recognized by the Municipality and other utility companies but shall not be obligated to use the locate



services of such notification system. The Company further agrees to participate in any public utility co-ordination committees involving all users of the Rights-of-Way as may be established by the Municipality and to contribute to the costs of such committees.

## **RELOCATION OF PLANT**

23. Upon receipt of not less than sixty (60) days written notice from the Municipality, or such additional advance notice as is reasonable having regard to the nature of the relocation required, the Company shall relocate its Plant within a Right-of-Way at the Company's own cost, or perform any other Work in connection with the Right-of-Way as may be required by the Municipality for municipal purposes.

24. In cases of an Emergency, both parties agree to work co-operatively and apply commercially reasonable efforts to relocate the Plant immediately as directed by the Director, acting reasonably, provided that in cases of Emergency the Municipality may take any measures deemed necessary for public safety with respect to the Plant that may be required in the circumstances.

25. The Municipality will make a good faith effort to provide alternative suggestions for re-routing the Plant affected by the relocation to assist the Company in its efforts to ensure uninterrupted service to its customers.

## **DEFAULT**

26. Each one of the following events shall constitute a default under this Agreement:

- (a) if the Company makes an assignment of its assets for the benefit of its creditors, or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
- (b) if a petition in bankruptcy is filed and presented against the Company or if a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Company;
- (c) if the Company abandons the Plant, or the ceasing to operate or provide service by or through the Plant, without prior authorization from the Municipality for a continuous period of greater than thirty-six (36) months;
- (d) if Company fails to:
  - (i) comply with all applicable laws, bylaws or statutory regulations in force from time to time;
  - (ii) relocate the Plant in accordance with the provisions of this Agreement; or
  - (iii) observe and/or perform any of other terms, covenants or conditions of this Agreement;

and such default continues after the Municipality provides notice in writing of such default for a period of THIRTY (30) days (unless the rectification of the default is not reasonably capable of being rectified within the said period of THIRTY (30) days, in which case the Company shall not be in default unless the Company fails to commence rectifying within the said period

of THIRTY (30) days and/or thereafter fails to continuously and diligently pursue the rectification of the default).

27. Upon the occurrence of a default as defined above, the Municipality shall be entitled to any and all rights and remedies available at law or in equity including, without restriction, the right to perform the obligations of the Company at its sole cost (to be paid upon invoicing), as well as the right to terminate this Agreement without any further compensation to the Company whatsoever, and without prejudice to any claims, rights of action or remedies available to the party not in default.

## **INSURANCE, INDEMNIFICATION AND LIABILITY**

28. The Company, or its contractors as applicable, shall maintain the following insurance coverage:

- (a) comprehensive general liability insurance with insurable limits of no less than Five Million (\$5,000,000.00) DOLLARS for each occurrence or incident; and
- (b) during periods of construction upon or within the Right of Way, all risks builders' policy, including extended coverage endorsement, as per industry standard, insuring the full value of the Plant;

together with such additional limits or additional coverage as the Municipality may reasonably require from time to time. The Municipality shall be an additional insured in all liability policies. All such policies shall provide that an event of default on the part of the Company, its servants or agents, shall not be an event of default on the part of the Municipality, as well as provide that the policies shall not be cancelled unless Thirty (30) days prior written notice of cancellation is first given to the Municipality. Copies of all policies of insurance shall immediately be provided to the Municipality upon written request by the Municipality.

29. The Municipality shall not be responsible, either directly or indirectly, for any damage to the Plant howsoever caused that may occur during excavation, installation, maintenance or removal by the Company, nor shall the Municipality be liable to the Company for any losses, claims, charges, damages, and expenses whatsoever suffered by the Company, including, without limitation, claims for loss of revenue or loss of profits, indirect or consequential damages, on account of any actions or omissions of the Municipality, its Chair, Council members, officers, employees, contractors, agents, successors, local municipalities and assigns working within its Rights-of-Way or otherwise, except for any claims arising from the negligence or willful misconduct by the Municipality or those for whom it is in law responsible.

30. The Company covenants and agrees to indemnify, defend and save harmless the Municipality, its Council members, administration, officers, employees, contractors, agents, successors, local municipalities and assigns from and against all losses, claims, including claims for injurious affection, charges, damages and expenses (including, without restriction, claims of third parties as a result of damage to property caused by the Company or its contractors), which the Municipality may at any time or times bear, sustain or suffer, by reason, or on account of, the placement, installation, relocation, maintenance or use of the Plant within the Rights-of-Way, except for any claims arising from the negligence or willful misconduct by the Municipality or those for whom it is in law responsible.

## **ASSIGNMENT**

31. This Agreement may be sublicensed, granted, transferred or assigned:
- (a) by the Municipality or the Company in its entirety, to a single sublicensee, grantee, transferee or assignee with the other's prior consent in writing, which consent shall not be unreasonably withheld; or
  - (b) by the Company in part during the term of this Agreement without the Municipality's prior consent in writing;
    - (i) upon having first given notice to the Municipality of the sublicense, grant, transfer or assignment; or
    - (ii) provided the sublicensee, grantee, transferee or assignee is an Affiliate of the Company.
32. Despite the sublicense, grant, transfer or assignment of this Agreement by the Company, the Company will remain fully responsible to the Municipality for fulfillment of the obligations and liabilities of the Company described in this Agreement regardless of whether the obligations or liabilities arise out of any acts or omissions by the sublicensee, grantee, transferee or assignee.
33. The Company may pledge the license granted by this Agreement as security without the consent of the Municipality to any person directly or indirectly providing financing to the Company, but such pledge shall not release the Company from its obligations and liabilities under this Agreement.

## **NOTICES**

34. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to the Municipality at the following address:

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

and to the Company at the following address:

**Buried Glass Inc.**  
P.O. Box 98  
4810 50th Ave  
St Paul AB  
T0A3A0

## **GENERAL**

35. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada which may be applicable to a party in the Province of Alberta and both parties irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.

36. Nothing in this Agreement shall be construed as affecting any rights or otherwise of others not a party to this Agreement to use any Right-of-Way with the Municipality's legal authority. This



Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, whether written or oral between the parties. Except as provided in this Agreement, there are no conditions, covenants, agreements, representations, warranties, acknowledgments or other provisions, express or implied, collateral, statutory or otherwise, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any conditions, covenants, agreements, representations, warranties, acknowledgments, or other provisions not expressly made in this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by their duly authorized representatives.

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

)

)

) Per: \_\_\_\_\_

)

)

) Per: \_\_\_\_\_

)

)

) **BURIED GLASS INC.**

)

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) Per: \_\_\_\_\_

)

)

) Per: \_\_\_\_\_

)



## Request for Decision

Council Meeting: May 14, 2019

### 8.1 - Senior Transportation Grant

#### Request

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The Heritage Lodge Auxiliary Society is requesting a travel grant to be used in 2019. In 2018 they used their grant for transportation for recreation and medical trips at no cost to the resident.

There is currently \$41,512 in the Transportation grant account.

#### Alternatives

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#### Recommendation

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Administration is recommending to approve a \$1,000 transportation grant for the Heritage Lodge Auxiliary Society.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant

Heritage Lodge Auxiliary Society  
Box 780  
Elk Point, AB  
T0A 1A0

April 9, 2019

To Whom it may Concern,

I am writing this letter on behalf of the Heritage Lodge Auxiliary. Our organization has two main objectives: to give assistance to the Heritage Lodge to help better the lives of its residents and to establish good relations and be a helpful contact between Heritage Lodge and the public. The Auxiliary carries on without purpose or gain for all its members and any profits or donations to the organization shall be used in promoting its objectives. The Auxiliary obtains its funding through small donations and internal fundraising.

The residents of Heritage Lodge, Buckingham House and Fort George have access to the Community Handi-van and it is used for transportation for recreation and medical trips at no cost to the residents. The Handi-van is also used for members of the community. The Handi-van was used extensively in the last year for both recreation and medical trips.

We are asking for a travel grant to assist with the cost of fuel so we may continue offering recreation and medical trips to our seniors and members in the community.

Thank you for your consideration,



Diane Hyslop  
Activity Coordinator, Elk Point Heritage Lodge





## Request for Decision

Council Meeting: May 14, 2019

### 8.2 - County of St. Paul Community Assn – Request for Funding

#### Request

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The County of St. Paul Community Association submitted an Investing in Canada Plan (ICIP) grant application to design and construct the boat launch located at the Stoney Lake Municipal Recreation Area in July 2018. The Association has still not heard back from the ICIP Program on its application status.

The Association submitted a Community Facility Enhancement Program application in September 2018 and was unsuccessful. The Program was overprescribed, and Program staff recommended submitting a new application in May 2019, which the Association is currently preparing.

The total project cost is approximately \$277,000.00.

The Association is requesting that the County contribute \$125,000.00 to the project.

The County currently owns the boat launch infrastructure at the Stoney Lake Municipal Recreation Program, which is in need of replacement.

#### Alternatives

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- Commit \$125,000 to the County of St. Paul Community Association for designing and constructing a boat launch at the Stoney Lake Municipal Recreation Area contingent on one of the Association's grant applications being successful to come out of the 2020 County Budget
- Commit an amount less than \$125,000 to the Association to come out of the 2020 budget
- Deny the request for funding

#### Recommendation

---

- Administration is recommending approving the funding request for \$125,000 to the County of St. Paul Community Association for designing and constructing a boat launch at the Stoney Lake Municipal Recreation Area contingent on one of the Association's grant applications being successful to be paid from the 2020 County Budget.

---

**Submitted by:** Kyle Attanasio, Director of Corporate Services



## Request for Decision

Council Meeting: May 14, 2019

### 8.3 - REM and OH&S Joint Services Agreement

#### Request

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Further to the discussions at the INC Meetings, administration has amended the Regional Emergency Management Joint Services Agreement and Regional Occupational Health and Safety Joint Services Agreement to extend the term of the agreement from December 31, 2021 to December 31, 2024.

#### Alternatives

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#### Recommendation

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Administration is recommending approve the Regional Emergency management Joint Services Agreement with the term expiring on December 31, 2024.

Administration is recommending to approve the Regional Occupational Health and Safety Joint services Agreement with the term expiring on December 31, 2024.

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**Submitted by:** Phyllis Corbiere, Executive Assistant

# **REGIONAL EMERGENCY MANAGEMENT JOINT SERVICING AGREEMENT**

THIS AGREEMENT MADE ON JANUARY 1<sup>ST</sup>, 2017.

## **BETWEEN**

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

A Municipal Corporation in the Province of Alberta

Hereinafter called "the County"

## **OF THE FIRST PART**

## **AND**

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

A Municipal Corporation in the Province of Alberta

Hereinafter called "Elk Point"

## **OF THE SECOND PART**

## **AND**

### **The Town of St. Paul**

A Municipal Corporation in the Province of Alberta

Hereinafter called "St. Paul"

## **OF THE THIRD PART**

## **AND**

### **The Summer Village of Horseshoe Bay**

A Municipal Corporation in the Province of Alberta

Hereinafter called "the Summer Village"

## **OF THE FOURTH PART**

**WHEREAS** municipalities are responsible under the Emergency Management Act, Chapter E-6.8, Revised Statutes of Alberta 2000 ("the Act"), for the direction and control of the local authority's emergency response and is required to prepare and approve an emergency plan and program; and



**WHEREAS** municipalities are also required under the Act, to appoint an emergency advisory committee and to establish and maintain a municipal emergency management agency to carry out Council's statutory powers and obligations under the Act; and

**WHEREAS** it is permissible under the Act, that an emergency management agency be maintained by and act as the agent of more than one local authority; and

**WHEREAS** the County, St. Paul, Elk Point, and Summer Village have agreed to work together through a regional emergency management plan and programs to carry out emergency management activities.

**NOW THEREFORE**, this agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

- 1) The four partnering municipalities will cost share all operating and capital expenses pertaining to emergency management on a per capita basis as follows:

County of St. Paul No. 19	44%
Town of St. Paul	43%
Town of Elk Point	12%
Summer Village of Horseshoe Bay	1%

- 2) These per capita costs will be reviewed and adjusted if necessary to reflect any changes in the Federal Census population data. A municipality may wish to undertake a municipal census at which point, the municipal census data will be used.
- 3) The County will invoice the other partnering municipalities at a minimum of once a year for their respective share of the expenses. The fiscal year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 4) The planning for and coordination of emergency management service delivery during a real or imminent emergency as defined by the *Alberta Emergency Management Act* shall be provided by the Regional Emergency Management Agency in accordance with the Terms of Reference for Committee Members established by the Agency.
- 5) The Regional Emergency Management Agency shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing councils pursuant to section 10 (1)(d) of the *Emergency Management Act*. The Committee will aid each respective council with governance, but all resolutions passed by the Committee will be presented to all councils for ratification.
- 6) All parties agree that the Regional Director of Emergency Management shall be an employee of the County and shall serve as a member of the Regional Emergency Management Agency.
- 7) Should the position of Regional Director of Emergency Management become vacant, it will be the responsibility of the CAO of the County to fill the vacancy in accordance with the hiring policies of the County. The selection committee shall consist of the CAOs of the partnering municipalities.

- 8) This Agreement is conditional on the parties passing a complementary bylaw respecting the coordinate response to an emergency pursuant to the *Alberta Emergency Management Act*.
- 9) This Agreement has effect commencing January 1<sup>st</sup>, 2017 and will expire on December 31<sup>st</sup>, 2024.
- 10) This Agreement will be terminated prior to the expiration date if written notice of intention to terminate is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be December 31<sup>st</sup> in a year to be specified in the notice of termination.
- 11) Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the Regional Emergency Management Agency incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Regional Emergency Management Agency as a result of the withdrawal.
- 12) Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the Regional Emergency Management Agency.
- 13) If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided for in the *Arbitration Act*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the date first written above.

SIGNED, SEALED, AND DELIVERED  
in the presence of:

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

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Reeve**

\_\_\_\_\_  
**Printed Name**

**TOWN OF ELK POINT**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**

**TOWN OF ST. PAUL**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**



**SUMMER VILLAGE OF HORSESHOE BAY**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**

# **REGIONAL OCCUPATIONAL HEALTH AND SAFETY JOINT SERVICING AGREEMENT**

THIS AGREEMENT MADE ON JANUARY 1<sup>ST</sup>, 2017.

## **BETWEEN**

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

A Municipal Corporation in the Province of Alberta

Hereinafter called "the County"

## **OF THE FIRST PART**

## **AND**

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

A Municipal Corporation in the Province of Alberta

Hereinafter called "Elk Point"

## **OF THE SECOND PART**

## **AND**

### **The Town of St. Paul**

A Municipal Corporation in the Province of Alberta

Hereinafter called "St. Paul"

## **OF THE THIRD PART**

## **AND**

### **The Summer Village of Horseshoe Bay**

A Municipal Corporation in the Province of Alberta

Hereinafter called "the Summer Village"

## **OF THE FOURTH PART**

**WHEREAS** municipalities are considered employers and have a variety of obligations to perform in accordance with the *Occupational Health and Safety Act* and its related regulations; and

**WHEREAS** the County, St. Paul, Elk Point and the Summer Village have agreed to work together through a regional occupational health and safety plan and programs to carry out occupational health and safety activities.

**NOW THEREFORE**, this agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

- 1) The partnering municipalities will cost share all operating and capital expenses pertaining to occupational health and safety on a per capita basis as follows:

County of St. Paul No. 19	44.6%
Town of St. Paul	43%
Town of Elk Point	12%
Summer Village of Horseshoe Bay	0.4%

- 2) These per capita costs will be reviewed and adjusted if necessary to reflect any changes in the Federal Census population data. A municipality may wish to undertake a municipal census at which point, the municipal census data will be used.
- 3) The County will invoice the other partnering municipalities at a minimum of once a year for their respective share of the expenses. The fiscal year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 4) The planning for and coordination of occupational health and safety service delivery shall be provided by the Region of St. Paul Joint Health and Safety Committee in accordance with the Terms of Reference for Committee Members established by the Committee.
  - a) The Region of St. Paul Joint Health and Safety Committee shall be responsible for advising on occupational health and safety activities within the region and to advise the appointing councils as required. The Committee will aid each respective council with governance, but all resolutions passed by the Committee will be presented to all councils for ratification.
- 5) All parties agree that the Regional Director of Occupational Health and Safety shall be an employee of the County and shall serve as a member of the Region of St. Paul Joint Health and Safety Committee.
- 6) Should the position of Regional Director of Occupational Health and Safety become vacant, it will be the responsibility of the CAO of the County to fill the vacancy in accordance with the hiring policies of the County. The selection committee shall consist of the CAOs of the partnering municipalities.
- 7) This Agreement has effect commencing January 1<sup>st</sup>, 2017 and will expire on December 31<sup>st</sup>, 2024.

- 8) This Agreement will be terminated prior to the expiration date if written notice of intention to terminate is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be December 31<sup>st</sup> in a year to be specified in the notice of termination.
- 9) Any party withdrawing from this Agreement remains responsible for its share of any liabilities that the Region of St. Paul Joint Health and Safety Committee incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Region of St. Paul Joint Health and Safety Committee as a result of the withdrawal.
- 10) Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the Region of St. Paul Joint Health and Safety Committee.
- 11) If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided for in the *Arbitration Act*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the date first written above.

SIGNED, SEALED, AND DELIVERED  
in the presence of:

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

**Per:** \_\_\_\_\_  
**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Reeve**

\_\_\_\_\_  
**Printed Name**  
**TOWN OF ELK POINT**



**Per:** \_\_\_\_\_  
**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**

**TOWN OF ST. PAUL**

**Per:** \_\_\_\_\_  
**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**

**SUMMER VILLAGE OF HORSESHOE BAY**

**Per:** \_\_\_\_\_

**Chief Administrative Officer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Printed Name**



## Request for Decision

Council Meeting: May 14, 2019

### 8.4 - Regional Recreation Master Plan

#### Request

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As per the discussions at the Joint Council meeting on May 2<sup>nd</sup> the following resolutions are being brought forward for approval to proceed to the next steps of the Regional Recreation Master Plan.

#### Alternatives

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#### Recommendation

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Motion to approve the draft Regional Recreation Master Plan.

Motion to approve the facilities identified as Class A and Class A-2 and accept the definitions of these facilities as identified in the Plan.

Motion to approve a term of five years for any future Multi-lateral Recreation Funding Agreement.

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**Submitted by:** Tim Mahdiuk, Interim CAO



## Request for Decision

Council Meeting: May 14, 2019

### 8.5 - Parks Bylaw/Rules/Trespass Notice

#### Request

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The current Parks bylaw was vetted by Legal Counsel. They are proposing that the new Bylaw should be more generic, as per Bylaw 2019-09 attached.

They have separated the rules out into a separate document.

They have also proposed that the eviction letter be replaced with a notice of trespass which can be enforced by the RCMP.

By approving a new bylaw and documents, REC-121 Parks Policy will no longer be required.

#### Alternatives

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#### Recommendation

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1. Motion to give first reading to Bylaw 2019-09.  
Motion to give second reading to Bylaw 2019-09.  
Motion to present Bylaw 2019-09 at this meeting for third reading.  
Motion to give third reading to Bylaw 2019-09.
2. Motion to approve the Rules: Parks and Camping to govern access to and conduct within County Parks.
3. Motion to approve the Notice Not to Trespass for the Municipal Parks.
4. Motion to rescind Parks Policy REC-121.

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**Submitted by:** Phyllis Corbiere, Executive Assistant



## BYLAW 2019-09

### A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE CONTROL AND OPERATION OF PARKS AND CAMPGROUNDS UNDER THE JURISDICTION OF THE MUNICIPALITY.

**Whereas**, pursuant to section 7(a) of the *Municipal Government Act*, council may pass bylaws for municipal purposes respecting the safety, health and welfare and the protection of people and property;

**Whereas**, pursuant to section 7(b) of the *Municipal Government Act*, council may pass bylaws for municipal purposes respecting people, activities and things in, on or near a public place or a place that is open to the public;

**Whereas**, Council of the County of St. Paul No. 19 has established public parks and campgrounds that are owned and controlled by the County of St. Paul; and

**Whereas**, Council of the County of St. Paul No. 19 wishes to establish rules and regulations for the control and operation of its public parks and campgrounds.

**Now Therefore**, Council of the County of St. Paul No. 19, in the Province of Alberta, duly assembled, enacts as follows:

#### 1.0 TITLE

1.1 This Bylaw may be referred to as the “Parks Bylaw”.

#### 2.0 DEFINITIONS

2.1 In this Bylaw the following definitions apply:

- (a) **“Council”** means the Council of the County of St. Paul No. 19.
- (b) **“Director”** means the Director of the Community Services Department of the County of St. Paul No. 19, or his or her designate.
- (c) **“Off-Highway Vehicle”** has the same meaning as in the *Traffic Safety Act*, as amended or repealed and replaced, from time to time.
- (d) **“Park”** means land designated as park, campground or recreation area by Council.
- (e) **“Park Caretaker”** means a person appointed as a Park Caretaker pursuant to this Bylaw.
- (f) **“Park Rules”** means rules that are established pursuant to section 3 of this Bylaw governing access to, and conduct within, Parks.

### **3.0 PARK RULES**

- 3.1 The Director may adopt, amend, repeal and replace Park Rules, from time to time.
- 3.2 Without limiting the generality of section 3.1, Park Rules may address any or all of the following:
- (a) rules and procedures for reserving campsites within Parks;
  - (b) required and prohibited conduct within Parks; and
  - (c) consequences for failure to comply with Park Rules.
- 3.3 All persons shall comply with the Park Rules.

### **4.0 Camping**

- 4.1 No person shall camp in a Park unless a campsite for that person has been reserved in accordance with applicable Park Rules and any applicable fees and charges imposed by the County have been paid.

### **5.0 Authority of Park Caretakers**

- 5.1 A Park Caretaker may:
- (a) accept camping reservations in accordance with Park Rules;
  - (b) enter on and inspect any land, road structure or work within a Park;
  - (c) operate an Off-Highway Vehicle within a Park for the purpose of performing the Park Caretaker's duties;
  - (d) deny a person or vehicle entry to a Park, in accordance with Park Rules;
  - (e) order any person in a park to cease or refrain from any action, omission or conduct that, in the opinion of the Park Caretaker is dangerous to life or property or detrimental to the use and enjoyment of the park by other persons; and
  - (f) In consultation with the Director, order a person present in a Park to leave the Park, and cancel or revoke any camping reservation of that person, if that person has failed to comply with Park Rules, or otherwise acted in a manner that the Park Caretaker considers to be dangerous or detrimental.

### **6.0 Authority of the Director**

- 6.1 The Director may:
- (a) appoint Park Caretakers;

- (b) authorize a business or commercial activity to be operated in a Park;
- (c) order a person present in a Park to leave the Park, and cancel or revoke any camping reservation of that person, if that person has failed to comply with Park Rules, or otherwise acted in a manner that the Director considers to be dangerous or detrimental; and
- (d) in the case of conduct referred to in subsection (c) that is considered, by the Director, to be sufficiently serious, issue a written notice prohibiting that person from accessing one or more Parks for a specified period of time.

6.2 In determining whether to issue a prohibition under subsection 6.1(d), and in considering the length and terms of such a prohibition, the Director shall have regard to the severity of the conduct in question and the relevant past conduct of the person that is the subject of the prohibition, in addition to any other information that the Director considers relevant.

## **7.0 General**

7.1 It is the intention of Council that each separate provision of this bylaw shall be deemed independent of all other provisions, and if any provision of this bylaw be declared invalid, all other provisions shall remain valid and enforceable.

7.2 That Bylaw No. 1105 is hereby repealed.

READ A FIRST TIME IN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

READ A SECOND TIME IN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

READ A THIRD TIME IN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Reeve

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

## **RULES: PARKS AND CAMPING** **COUNTY OF ST. PAUL NO. 19**

The County's Parks Bylaw authorizes the establishment of rules governing access to, and conduct within, County Parks. All persons accessing County Parks are subject to the following rules and requirements.

### **Part I - Definitions**

#### **1 In these Rules:**

(a) **"Camping Accommodation Unit"** means:

- (i) a tent;
- (ii) a camper trailer;
- (iii) a 5<sup>th</sup> wheel camper trailer;
- (iv) a tent trailer
- (v) a motor home;
- (vi) a van; or
- (vii) a truck camper;

intended to be used by a person as shelter while camping;

(b) **"Council"** means the council of the County;

(c) **"County"** means the municipal corporation of the County of St. Paul No. 19;

(d) **"Director"** means the Director of the Community Services Department of the County, or his or her designate;

(e) **"Motor Vehicle"** has the same meaning as in the *Traffic Safety Act*, as amended or repealed and replaces, from time to time;

(f) **"Off-Highway Vehicle"** has the same meaning as in the *Traffic Safety Act*, as amended or repealed and replaces, from time to time;

(g) **"Park"** means land designated as park, campground or recreation area by Council;

(h) **"Park Caretaker"** means a person appointed as a Park Caretaker pursuant to the Parks Bylaw, as amended, or repealed and replaced, from time to time;

(i) **"Registered Camper"** means a person that has reserved a campsite in accordance with these Rules; and

(j) **"Weapon"** includes, but is not limited to, a rifle, shotgun, pistol, handgun, target pistol, air rifle, pellet gun, hunting bow, cross bow, sling shot, and paint ball gun.



## **Part II – Park Access and Camping Registration**

### **Park Access and Hours**

**2**

- (1) A person shall, prior to entering a Park, stop at the on-site Park office and check in with the Park Caretaker.
- (2) A person may access portions of Parks that have been designated, by the County, as day use areas between the hours of 9:00am and 9:00pm only.
- (3) No person shall be present in a Park between the hours of 9:00pm and 9:00am, unless that person is a Registered Camper, or is occupying a campsite with the permission of a Registered Camper.
- (4) Park gates will be closed between 11:00pm and 8:00am and, during this period, gates shall only be opened in the discretion of the Park Caretaker, in the case of emergency.

### **Camping Reservations**

**3**

- (1) No person shall camp in a Park unless that person has first made a reservation in the manner required by the County and paid any applicable fees and charges, or that person is residing on a camp site with the Registered Camper and the reservation made by the Registered Camper contemplates that person residing on the campsite.
- (2) When accepting a camping reservation, the County may impose any terms, conditions or requirements that the County considers necessary, and all persons camping pursuant to that reservation shall comply with such terms, conditions or requirements.
- (3) A Registered Camper shall keep a copy of the receipt issued for a camping reservation with the Registered Camper at all times while present in a Park and shall present that receipt to the Park Caretaker for inspection upon request.
- (4) No person shall camp in a portion of Park other than a campsite assigned to that person, unless he or she has first obtained the permission of the Park Caretaker.
- (5) Camping reservations may be made online through the County's camping reservation system, by phone call to the County, in person at an on-site Park office or in any other manner that the County may advise.
- (6) A person wishing to make a camping reservation shall provide the County with:
  - (a) payment, in advance, of any camping fees and charges that have been imposed by the County, for each day reserved;

- (b) the person's name;
  - (c) the number of guests accompanying that person;
  - (d) a contact telephone number;
  - (e) license plate numbers for any vehicles and Camping Accommodation Units to be brought into the Park;
  - (f) financial information required to make payment to the County;
  - (g) information regarding any animals that will be residing in the campsite(s) occupied by that person;
  - (h) if requested by the County, photograph identification sufficient to satisfy the County that the person in question is eighteen (18) years of age or older; and
  - (i) any other information that the County may request.
- (7) No person may make a camping reservation unless that person is eighteen (18) years of age or older.
- (8) Camping reservations for a given year will not be accepted before May 1<sup>st</sup> of that year or, if May 1<sup>st</sup> falls on a weekend or holiday, the first Monday in May.
- (9) All reservations shall be on a first-come, first-serve basis.
- (10) A camping reservation must be made for a minimum of one (1) day and may be made for a maximum of fourteen (14) days.
- (11) A Registered Camper may, on the last day of his or her camping reservation, make a further reservation for an additional period referred to in subsection (10), though this shall be subject to availability of campsites.
- (12) Notwithstanding subsection (10), the Director may, at his or her discretion, allow a person to reserve a campsite for a period exceeding fourteen (14) days, on such terms and conditions as the Director considers appropriate.
- (13) The check-in time for persons camping in a Park is 3:00pm and check-out time is 1:00pm.
- (14) The Director may, in his or her discretion, allow a person to reserve a portion of a Park for a wedding or other event. A person making such a reservation must pay, in advance, all fees and charges imposed by the County. The cancellation requirements set out in subsections (15) and (16) apply to a reservation made under this subsection.

- (15) A Registered Camper must provide the County with at least forty-eight (48) hours' notice in order to cancel a camping reservation. An administrative fee equivalent to a one (1) night stay per site will be placed on the Registered Camper's credit card for any cancellations made with less than forty-eight (48) hours.
- (16) Cancellation fees described in subsection (15) may be waived at the discretion of the Director.
- (17) Anyone over the age of sixteen (16) staying in a tent on the same campsite as another Camping Accommodation Unit will be charged the non-powered fee. Similarly, if two Camping Accommodation Units are on one campsite where only one power pedestal exists, one Camping Accommodation Unit will be charged the power rate and the other(s) will be charged the non-power rate.

### **Campsite Occupation**

#### **4**

- (1) The number of Motor Vehicles, Camping Accommodation Units and boats that will be permitted at a campsite is at the discretion of the Park Caretaker and will depend on the size of the campsite.
- (2) No Registered Camper shall bring onto, or permit to remain upon, a campsite more Motor Vehicles, Camping Accommodation Units or boats than have been permitted by the Park Caretaker.
- (3) No person that is attending a Park to visit a Registered Camper shall park a vehicle at the Registered Camper's campsite:
  - (a) after 11:00 PM;
  - (b) in a manner or at a location that impedes traffic; or
  - (c) in a location prohibited by a sign.

### **Part III – General Rules and Prohibitions**

#### **Nuisance and Noise**

#### **5**

- (1) A person present in a Park must remain quiet between the hours of 11:00pm and 8:00am.
- (2) No person shall, in any Park, cause or participate in any activity that, in the opinion of the Park Caretaker, constitutes a public nuisance.

- (3) Without limiting subsection (2), a person within a Park shall not cause or permit any noise that is reasonably likely to disturb the peace of another individual, which may include, without limiting the generality of the foregoing, noise caused by dog or other animal that the person has caused or permitted to be present in the Park. For greater certainty, this prohibition also applies at all times, including when the quiet time referred to in subsection (1) is not in effect.
- (4) Without limiting subsections (1) to (3), no generators shall be used within a Park between the hours of 11:00pm and 7:00am, and the Park Caretaker may, at any time, require a person to turn off or relocate a generator being used within a Park.

## **Waste Disposal and Clean-up**

### **6**

- (1) A person shall not leave any garbage, litter, liquid waste or other refuse within a Park, except in a receptacle designated by the County for that purpose.
- (2) Wastewater generated within a Camping Accommodation Unit shall only be discharged into an appropriate and sealed portable wastewater holding tank or into a wastewater dumping station designed and designated for such a purpose.
- (3) Where waste disposal receptacles have not been provided in a Park, or portion thereof, a person shall remove all garbage, litter, liquid waste or other refuse and properly dispose of it outside of the Park.
- (4) A person shall, prior to exiting a Park, restore any portion of the Park that the person has used or occupied, including a campsite, to the condition that it was in prior to the person's use or occupation, and, for greater certainty, the person shall leave the Park, or portion thereof, in a condition that is satisfactory to the Park Caretaker.
- (5) A person who fails to comply with this section 6 may, in addition to any other remedy contemplated by these Rules, or available at law, be charged for any costs incurred by the County to clean, repair or restore the portion of Park in question.
- (6) In the case of a campsite reserved by a Registered Camper, the costs referred to in subsection (5) may be charged to the Registered Camper if the Park Caretaker inspected the campsite in question within eight (8) hours of the time at which the campsite was vacated by the Registered Camper and that inspection reveals that, at the time of inspection, the campsite was left in a state that is contrary to the requirements of this section 6.

## **Water Use**



**7**

- (1) No person shall bathe, or wash clothing, fish, cooking or eating utensils, vehicles or other equipment at or near a drinking fountain, stand pipe, well or pump in any Park.
- (2) No person shall remove, from a Park, any water that has been provided by the County within that Park, other than water that is being held, for personal use, within that person's Camping Accommodation Unit, at the time that the person exits the Park.
- (3) No person, other than a Registered Camper, or persons camping with that Registered Camper in accordance with his or her camping reservation, shall utilize shower facilities within a Park.

**Business and Advertising**

**8**

- (1) No person shall carry on any business or commercial activity within a Park, unless that person has first obtained the written permission of the Director.
- (2) No person shall display or post any sign, notice or advertisement within a Park, unless that person has first obtained the written permission of the Director.

**Fire and Burning**

- 9** No person shall light, or cause to be lit, any fire within a Park, except in accordance with the County's Fire Protection Services Bylaw, as amended or repealed and replaced, from time to time.

**Vehicles**

**10**

- (1) No person shall operate a Motor Vehicle in a Park, except upon a designated roadway.
- (2) No person, other than the Park Caretaker, shall operate or ride an Off-Highway Vehicle in a Park.
- (3) No person shall park or leave, or permit to be parked or left, a Motor Vehicle, boat, trailer or Camping Accommodation Unit in any portion of a Park other than in parking areas that have been designated for that purpose by the Director.

**Animal Control**

**11**

- (1) A Park Caretaker may prohibit a person from bringing an animal into a Park, or may require an animal to be removed from a Park, if, in the opinion of the Park Caretaker, the animal is not under control, may constitute a nuisance or may pose a danger to the life, safety, health, property or comfort of any person in the Park.

- (2) A person who has the care, charge, custody, possession or control of an animal shall not allow the animal to be present in a Park unless the animal is restrained by a leash that is not greater than two (2) meters in length or confined within a secure enclosure.
- (3) A person who has the care, charge, custody, possession or control of an animal shall not bring the animal into, or allow the animal to enter, or remain in, or on, any area in a Park that is:
  - (a) a designated swimming area;
  - (b) a beach area adjacent to a designated swimming area;
  - (c) a public washroom, change house, concession, public shelter, or other public building or structure; or
  - (d) an area where signs are posted prohibiting animals.
- (4) No person shall bring into, or permit to enter a park, a horse, pony or donkey without having obtained the prior written approval of the Director.
- (5) No person occupying a campsite shall allow more than three (3) dogs to be present at, or reside upon, that campsite.

### **General Prohibitions**

#### **12 No person in a Park shall:**

- (a) contravene, or fail to comply with, any instruction, direction or rule communicated by the Park Caretaker or set out on a sign or notice posted by the County;
- (b) discharge fireworks;
- (c) cut, clear or remove trees or other vegetation;
- (d) damage, deface, injure or destroy any land, structure, sign or other improvement;
- (e) use or discharge a Weapon;
- (f) use or consume cannabis, use or consume alcohol, or possess open alcohol containers in any portion of a Park other than a campsite for which the person is the Registered Camper or a campsite that the person is occupying with the permission of the Registered Camper.

## **Part IV – Enforcement**

### **Enforcement**

#### **13**

- (1) Without limiting any other legal remedy available to the County, a person who violates these Rules, or otherwise acts in a manner that is considered, by the County, to be dangerous or detrimental, may be required to leave the Park and/or be prohibited from accessing the Park for a specified period of time. In such a case, a camping reservation for that person may be cancelled or revoked by the County.
- (2) A person required to leave pursuant to subsection (1) shall vacate the Park within one (1) hour of being instructed to do so, and shall remove all equipment, vehicles and other items that were brought into the Park by that person.
- (3) For the purposes of these Rules, a Registered Camper is responsible for the conduct of both the Registered Camper and other persons present at his or her campsite with the permission of the Registered Camper.

# NOTICE NOT TO TRESPASS

Issued under *Trespass to Premises Act*  
R.S.A. 2000, c.T-7, as amended  
Section 2

TO: [insert name of individual subject to ban]  
[insert address for service]

**YOU ARE HEREBY NOTIFIED** that you are banned from entering onto the following County of St. Paul No. 19 (the “County”) premises for a period of [insert timeframe] from the date of issue of this Notice:

[insert name of park(s) and address].

This ban extends to the buildings, structures and improvements on these premises, as well as all surrounding lands, including camping, day use areas and green space within the park and parking lots.

## REASON FOR BAN:

[Insert grounds for ban based on individual circumstances; include details of specific incidents giving rise to the ban with dates and times, as appropriate, and, if applicable, safety or public welfare concerns arising from the conduct in question]

**You may direct any questions or concerns regarding this Notice to the Director of Community Services of the County:**

Director of Community Services  
5015 – 49 Avenue  
St. Paul, AB T0A 3A4

tmahdiuk@county.stpaul.ab.ca  
780-645-3301

## CONSEQUENCE OF BREACH:

The RCMP has been informed of this ban and is authorized to enforce its terms should you be found in breach.

## Offence and Penalty:

Section 3 of the *Trespass to Premises Act* states:



“A trespasser, whether or not any damage is caused by the trespass, is guilty of an offence and liable

- (a) for a first offence, to a fine not exceeding \$2,000; and
- (b) for a 2nd or subsequent offence in relation to the same premises, to a fine not exceeding \$5,000”

**Arrest without Warrant:**

Section 5 of the *Trespass to Premises Act* states:

“A trespasser may be apprehended without warrant by

- (a) Any peace officer, or
  - (b) the owner or an authorized representative of the owner of the premises in respect of which the trespass is committed
- ...”

**ISSUED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

COUNTY OF ST. PAUL NO. 19

PER:

\_\_\_\_\_  
Tim Mahdiuk, Director of Community Services

cc. [insert name of RCMP Detachment]



## Request for Decision

Council Meeting: May 14, 2019

### 8.6 - Amend Budget Narrative

#### Request

---

Further to the approval of the Tax Rate Bylaw, amendments are required in the budget narrative.

The updated copy of the Budget will be forwarded to Council in a separate email. After it is approved, it will replace the current copy on the County website.

#### Alternatives

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#### Recommendation

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Motion to approve the updated Budget Narrative based on changes resulting from approval of the Tax Rate Bylaw.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant



## Request for Decision

Council Meeting: May 14, 2019

### 8.7 - Publish Council Remuneration

#### Request

---

At the April 9 Council Meeting, Council passed a motion to publish the Councillor meetings and conferences attended with an aggregate total for all Council members remuneration (including base salary and meeting per diems), reimbursed expenses and fees paid by the County including the pay schedule, effective January 1, 2019.

Administration has worked on the spreadsheet that contains the information to be published on the Website. The finance department will present the spreadsheet and explain how the information input by Council into the Statement of Council Fees will look when it is transferred to the form to be published on the Website.

#### Alternatives

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#### Recommendation

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Administration will be looking for a motion to accept the Statement of Council Fees Summary form to be published on the website.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant



## Request for Decision

Council Meeting: May 14, 2019

### 8.8 - Tender for Standing Hay on NW 17-59-11-W4

#### Request

---

Last fall Council received inquiries regarding the standing hay crop on NW 17-59-11-W4 (Batty Lake Pit). Currently, there are approximately 11 acres of hay. However, the area may change from year to year due to exploration or reclamation of the gravel pit.

#### Alternatives

---

#### Recommendation

---

Administration is recommending to tender the 11 acres of standing hay on NW 17-59-11-W4 for a two-year term, as the area may change based on exploration or reclamation.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant





## Request for Decision

Council Meeting: May 14, 2019

### 8.9 - Request to Purchase Gravel for Driveway

#### Request

---

Councillor Wirsta has received a request from the owner of SE 33-55-7-W4 to purchase gravel for their driveway. The driveway is ¼ mile long, is fairly steep and is 4 years old. They estimate that they will require 80 yards of gravel.

Section 2.0 of Private Gravel Sales Policy PW-59 states that Council reserves the right to limit the amount of gravel to be sold to a maximum of twenty (20) cubic yards per rural address or approved development permit annually.

#### Alternatives

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#### Recommendation

---

Administration is recommending to uphold policy and deny the request from the owner of SE 33-55-7-W4 to purchase 80 yards of gravel.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant

## Phyllis Corbiere

---

**From:** Kevin Wirsta  
**Sent:** Wednesday, May 08, 2019 7:44 AM  
**To:** Phyllis Corbiere  
**Subject:** Driveway  
**Attachments:** IMG\_2402.JPG; ATT00001.txt; IMG\_2403.JPG; ATT00002.txt

Good morning Phyllis

I have a special request to gravel a driveway and I would like it on are agenda for Tuesday Please.

Note: Driveway is 1/4 mile long and fairly steep,it's also only 4 years old.

They need 1 1/2 - 2" so the rain doesn't wash it away. The county is the only one that has this size of gravel at this time. They are needing about 80yards.

I feel this is a fair & reasonable request and I would like council to consider.

Thanks

Kevin Wirsta  
Division 2 Councillor  
County of St. Paul 19  
780-614-5959  
Sent from my iPhone













## COUNTY OF ST. PAUL NO. 19

### BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

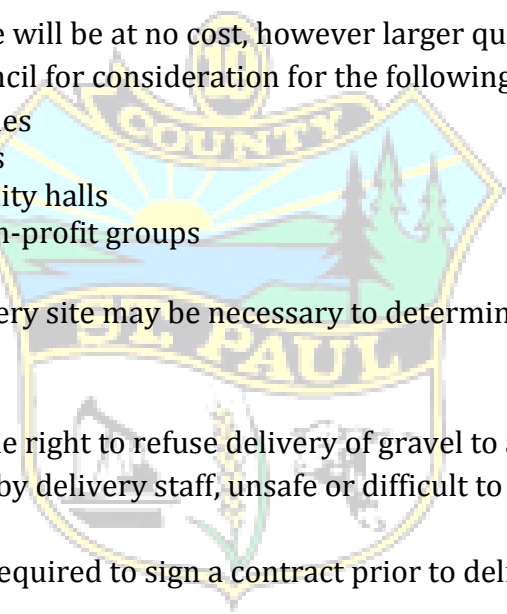
#### POLICY OBJECTIVE:

The County of St. Paul desires to provide residents with the opportunity to purchase crushed gravel and will make crushed gravel available for sale for the residents of the County. Additionally, the County wishes to protect its assets and ensure the safety of the County employees.

#### POLICY STATEMENT:

##### A) GUIDELINES:

- 1.0 County Council will determine the rate at which gravel will be sold and delivered to County ratepayers. The rate for all gravel products will be as per the Fee Schedule Bylaw.
- 2.0 County Council reserves the right to limit the amount of gravel to be sold to a maximum twenty (20) cubic yards per rural address or approved development permit annually within the County of St. Paul.
- 3.0 Ratepayers can place their gravel order through the Public Works Department. The start and end date for sales will be at the discretion of the Director of Public Works or his designee.
- 4.0 Ratepayers will be allowed to choose from these non-spec categories:
  - a)  $\frac{3}{4}$  inch crush gravel; or
  - b) other as available
- 5.0 All sales are dependent on surplus availability of product and ability to deliver the product.
- 6.0 Ratepayers wishing to haul their own gravel from gravel pits will have the purchase rate adjusted to reflect no delivery charge. Gravel picked up in the County public works yard will be charged at the full rate.

- 
- 7.0 Gravel will be delivered and charged in a minimum quantity of five (5) cubic yards.
- 8.0 Residents have the option to have the gravel stockpiled or spread as needed. Residents must ensure the area(s) gravel will be delivered to be free of obstruction and safe for County crews and equipment to work.
- 9.0 During all gravel deliveries, the County driver will have the discretion to determine if conditions permit the gravel to be spread out. In instances where a property is difficult to access or other safety concerns are present, the County will deliver all gravel in a pile and will not spread the gravel.
- 10.0 Gravel for maintenance will be at no cost, however larger quantities requested will be brought to Council for consideration for the following locations:
- a) Cemeteries
  - b) Churches
  - c) Community halls
  - d) Local non-profit groups
- 11.0 Pre-inspection of delivery site may be necessary to determine the type of unit to be used for delivery.
- 12.0 The County reserves the right to refuse delivery of gravel to any ratepayer if the area(s) is deemed, by delivery staff, unsafe or difficult to access.
- 13.0 All ratepayers will be required to sign a contract prior to delivery.



## Request for Decision

Council Meeting: May 14, 2019

### 8.10 - Blue Quills – Request to Purchase Gravel

#### Request

---

Blue Quills is requesting to purchase gravel from the County to repair their parking lot. They are requesting 10 yards, however Public Works expects that they will require more than 10 yards to fix their parking lot.

As this request falls outside of policy, it is being brought to Council for approval.

#### Alternatives

---

Deny the request for gravel as they are not ratepayers of the County and the request does not conform to policy.

Approve 10 yards of gravel as requested at a rate of \$25/yard

Approve up to 200 yards of gravel at a rate of \$25/yard

#### Recommendation

---

Administration is recommending to approve the sale of up to 200 yards of gravel at a rate of \$25/yard for Blue Quills to fix their parking lot.

---

**Submitted by:** Mark Chileen, Director of Public Works



## Request for Decision

Council Meeting: May 14, 2019

### 8.11 - GBC/Chip Seal Tender

#### Request

---

Tenders were opened on May 3 for the 2019 Road Resurfacing Program which included:

- resurfacing approximately 47 km of existing two-lane cold mix surfaced roadway including; scarifying and pulverizing existing surface, grading to specified tolerances, subgrade preparation, placement and compaction of 200 mm granular base course, and prime coat of finished surface.
- Approximately 18.5 km of double graded chip seal application.

The results of the tender opening will be presented at the Council meeting.

#### Alternatives

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#### Recommendation

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Based on the tender results, administration will be looking for direction from Council on how to proceed.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant





## Request for Decision

Council Meeting: May 14, 2019

### 8.12 - Sale of Used Equipment

#### Request

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The following equipment and miscellaneous items are no longer required for use by the Public Works/ASB Departments.

##### Trucks

- 1997 Ford E350 w/deck - replaced in 2018 with new truck – no longer runs
- 2002 Ford E350 w/body - replaced in 2019 with trailer – to transport dogs
- 1979 GMC 7000

##### ASB Equipment

- Degleman SA1820 Side Arm - replaced in 2019 with new side arm

##### Miscellaneous

- Loadline Converter - Replaced
- D.S.P. 5<sup>th</sup> Wheel Hitch with rails - no longer fits any of our trailers
- Homemade Man Basket - no use for it
- Pallets of used barbwire
- Used Overhead Doors - doors replaced in previous years
- Metal Building Panels - approx. size 30' x 30'

#### Alternatives

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#### Recommendation

---

Administration is recommending to advertise the above equipment for sale by tender, with the tenders to be opened at the June 11 Council Meeting.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant



## Request for Decision

Council Meeting: May 14, 2019

### 8.13 - Request to Connect to County Water Line

#### Request

---

The owner of SE 25-57-9-W4 paid for a dual water meter vault in 2014 but did not connect to the water line at that time. He is now requesting permission to connect to the water line by installing approximately ½ mile along the west side of Range Road 90 north from Township Road 574 (Armistice Road).

#### Alternatives

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#### Recommendation

---

Administration is recommending approving the landowner to run the water line in the County right of way providing the landowner

- consults with Administration on placement of water line
- pays for and enters into an agreement with the County for use of the right of way
- pays all costs of installing the line
- maintains the water line
- repairs any damage to the right of way caused by installation or maintenance of the water line

---

**Submitted by:** Phyllis Corbiere, Executive Assistant

## Phyllis Corbiere

---

**From:** Eric Germain <egermain2008@hotmail.com>  
**Sent:** Wednesday, May 08, 2019 9:15 AM  
**To:** Phyllis Corbiere  
**Subject:** Re: Letter to Council

RE: County Water Line Connection  
Eric Germain  
SE-25-57-9-W4 (57402-RR90)

Attention County of ST.Paul administration and council,

We are planning to complete our connection to the Armistice Road water line.  
As previously approved and paid for, our vault, meter and cc valve are all existing and ready for connection.  
I am now requesting the permission of the county to allow me to trench in the line from the valve up to our property.  
We would be installing approximately a 1/2 mile of line along the west side of RR90 heading North from TWP 574.  
Actual location of line to be determined by site visit with Brian Bepalko and myself.  
This had previously been approved by Leo Demmoisac, but I would like to ensure approval from current administration.

Best Regards,  
Eric Germain  
Cell:(780-210-9451)

---

**From:** Phyllis Corbiere <pcorbiere@county.stpaul.ab.ca>  
**Sent:** May 7, 2019 5:50 PM  
**To:** egermain2008@hotmail.com  
**Subject:** FW: Letter to Council

Hi Eric – as discussed, please provide me with a letter requesting to put the water line in the County Road Allowance. Thanks







## Request for Decision

Council Meeting: May 14, 2019

### **8.14 - Request for Path Development on Lot 1ER, Block 1, Plan 0224389 Adjacent to Lot 4, Block 1, Plan 0226222**

#### Request

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The potential purchaser of Lot 4, Block 1, Plan 1120579 has submitted a request to create private lake access across the municipally owned environmental reserve (ER).

Section 671(1) of the Municipal Government Act states that subject to section 676(1), environmental reserve must be left in its natural state or be used as a public park.

The Reserve Lands Management Policy Dev-93 allows for the creation of public access points at the discretion of Council. Section C (6) states that no private access facilities will be permitted on ER or CR lands.

The Land Use Bylaw 2013-50 provides for the issuance of a development permit in the event Council grants permission. All development permits are subject to the following conditions in addition to any others that the Development Authority may deem reasonable or necessary:

- a) the applicant shall indemnify the County from liability for the development; and
- b) the permit may be revoked at any time if, in the sole opinion of the Development Authority, the development poses a hazard to public safety, impedes public access, or interferes with the use and enjoyment of neighbouring properties.

Section 676(1) of the Municipal Government Act states that a council may by bylaw, after giving notice in accordance with section 606 and holding a public hearing in accordance with section 230, (a) use an environmental reserve for a purpose not specified in section 671(1). The Act goes on to say that terms and conditions may be included as part of this bylaw.



## Alternatives

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Council uphold sections 671(1) of the MGA and the Reserve Lands Management Policy Dev 93 by denying the request.

Council approve the request and proceed with first reading of a bylaw as per section 676(1) of the MGA. A public hearing in Council will also be required prior to second reading of the proposed bylaw. Council may include additional terms and conditions in relation to this bylaw.

## Recommendation

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Administration is recommending that Council uphold Section 671(1) of the MGA and the Reserve Lands Management Policy Dev 93 by denying the request.

---

**Submitted by:** Krystle Fedoretz, Director of Planning and Development

Counsellors of County of St. Paul No. 19  
5015 49 Avenue  
St. Paul, Alberta  
May 01, 2019

Subject: Plan 0226222, LSD: SW 25-56-11-4, Address: 715, 56512  
RR111

Sir/Madam,


We, Tim Hansen and Linda Hansen of Beaumont, Alberta hereby  
authorize Todd and / or Dana Mishio of Edmonton, Alberta to act on our  
behalf in requesting your consideration to approve the creation of a path  
on environmental reserve located adjacent the above noted property.

Thank you for your cooperation.

Yours sincerely,



Tim Hansen -owner



Signed On



Linda Hansen



Signed On

Counsellors of County of St. Paul No. 19  
5015 49 Avenue  
St. Paul, Alberta  
May 01, 2019

Subject: Plan 0226222, LSD: SW 25-56-11-4, Urban Legal 0226222 1 4, Address:  
715, 56512 RR 111

Sir/Madam,

We are writing to ask for your consideration in our application to create a pathway from the land as noted above through the environmental reserve (ER) land to the lake. Previous to new bylaw changes, owners of the lots in the subdivision of the above noted property were able to build a road on environmental reserve land 18 feet wide from the lot to the lake. This particular property is at quite a high elevation; approximately 30+ feet above the level of ground at the shore line of Lac Santé. We are interested in creating a switchback path from the top of the property to the bottom of the hill for access to the lake. Our proposed idea of a switchback path will limit the direct run-off of water to the lake from the property above as well as allow for safe access down the decline. This is one of the last properties to have an access path made to the lake, with the neighboring properties having a staircase through ER and others with 18' wide paths. We would like to ask for the same allowance that the previous bylaws allowed our neighbours for lake access through environmental reserve land. We are humbly requesting to be granted the ability to create a switchback path on the ER from the top of the hill at the ER line to property line to the bottom of the hill that will be wide enough that we may safely walk, tow a cart with sand / water toys for the kids and that we be granted permission to use equipment on the ER to make the path.

Thank you in advance for your consideration,

Todd & Dana Mishio

 02-May-2019

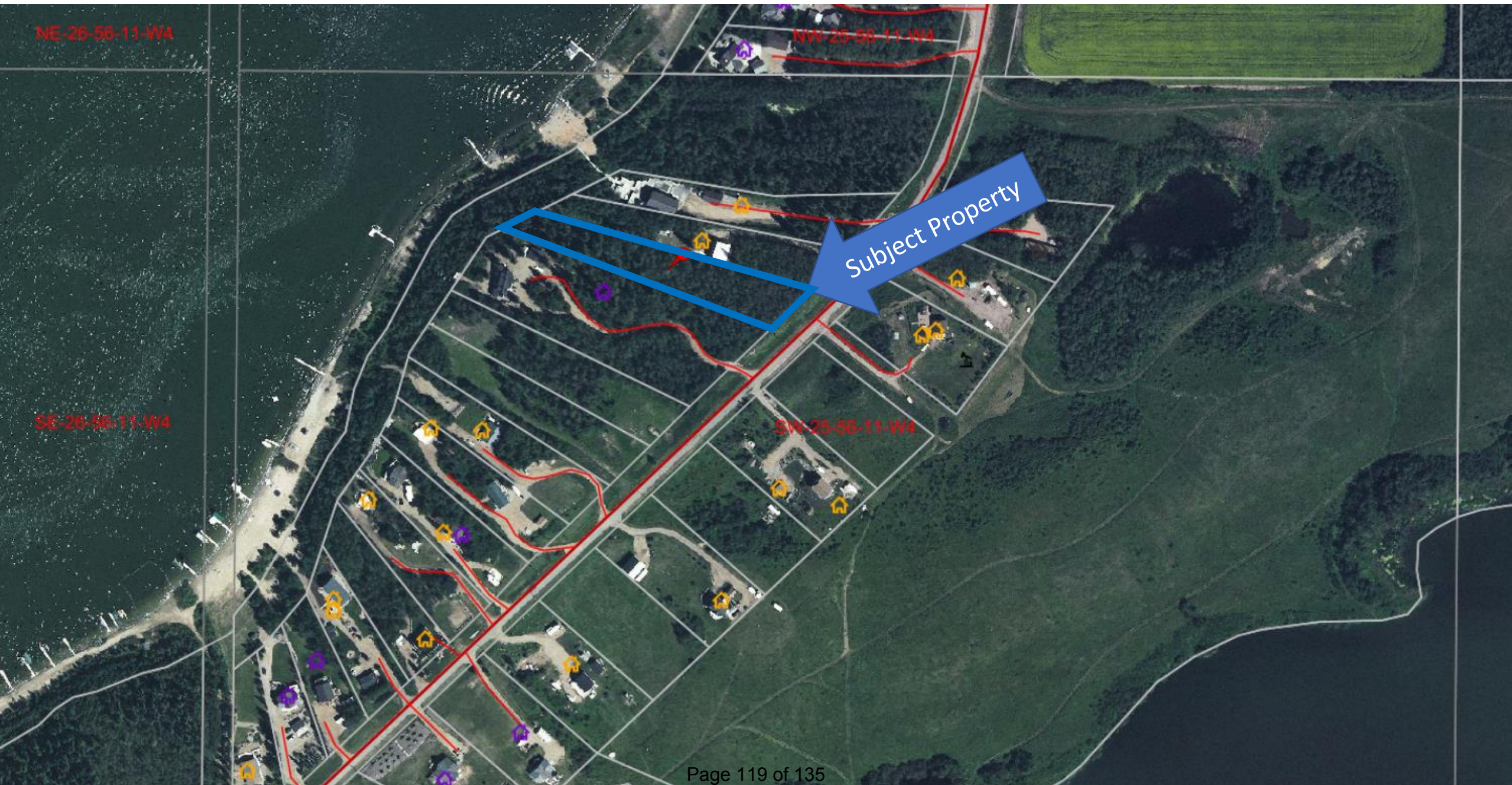
Purchasers of property 715, 56512 RR111

email: [dmishio@shaw.ca](mailto:dmishio@shaw.ca)

phone: 780-474-2683 (h), 780-721-2683 (c)

mail: 10212-29 Street NW, Edmonton, AB, T5W 1V4









## Request for Decision

Council Meeting: May 14, 2019

### **8.15 - Request for Land Use Bylaw Amendment Regarding District of Lot 1, Block 2, Plan 1120579 Contained Within NE 30-58-9-W4M**

#### **Request**

---

The owners of Lot 1, Block 2, Plan 1120579 have submitted a rezoning application to have the property rezoned from Agriculture to Industrial/Commercial.

The primary purpose of the Industrial/Commercial District is to provide for the development of industrial and commercial enterprises which generally are compatible with one another.

#### **Alternatives**

---

Council approves a motion for first reading to a bylaw to amend the Land Use Bylaw 2013-50 Part 10 to include Lot 1, Block 2, Plan 1120579 within the Industrial Commercial District. Public consultation will be required in accordance with the Municipal Development Plan 2013-51. An Area Structure Plan will be required in accordance with the General Municipal Servicing Standards 2014-04. A public hearing in Council will also be required prior to second reading of the proposed bylaw.

Council defeats a motion for first reading to a bylaw to amend the Land Use Bylaw 2013-50 Part 10 to include Lot 1, Block 2, Plan 1120579 within the Industrial Commercial District.

#### **Recommendation**

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Administration is requesting Council provide direction regarding this matter.

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**Submitted by:** Krystle Fedoretz, Director of Planning and Development

# COUNTY OF ST. PAUL REZONING APPLICATION

Name of Applicant: 690040 Alberta Ltd & Clayton Severin Email: Severind@mesnet.ca  
Mailing Address: Bex 998, St. Paul, Alberta T0A 3A0  
Telephone (Home): 780 645-3614 (Business): 780 646-2444 (Fax): 780-645-3614  
Registered Owner (if not applicant): 690040 Alberta Ltd.  
Mailing Address: Same  
Telephone (Home): \_\_\_\_\_ (Business): \_\_\_\_\_ (Fax): \_\_\_\_\_

## 1. LEGAL DESCRIPTION OF LAND TO BE REZONED:

- a) All / part of the NE ¼ 30 section 58 township 9 range W4M
- b) Being all / parts of Lot 1 Block 2 Registered Plan 1120579
- c) Total area of the above parcel of land to be rezoned is 140.85 acres \_\_\_\_\_ (hectares)  
Note: 1.15 acres to be used for Industrial/Commercial

## 2. ZONING INFORMATION: Remaining 139.7 acres will continue to be used for agricultural production

- a) Current Zoning as per the Land Use Bylaw 2013-50: Agricultural
- b) Desired Zoning as per the Land Use Bylaw 2013-50: Industrial/Commercial
- c) Proposed use as per the Land Use Bylaw 2013-50: Cannabis Production Facility
- d) Is the proposed use a permitted or discretionary use: discretionary use
- e) Is the proposed parcel located within an Area Structure Plan or Inter-municipal Development Plan? No

- f) Information in support of the rezoning:  
1.15 acres to be used for Industrial/Commercial use  
Remaining 139.7 acres will continue to be used for  
agricultural production.  
Propose to erect 50x100x20 pre engineered steel building  
Cannabis Operation will be operated by 2153745 Alberta Ltd  
(Owners: Derek J Severin 50%; Clayton D Severin 50%)  
690040 Alberta Ltd (Owners: Daniel A Severin 50%; Louise A Severin 50%)  
Investors and Financial Backing

### 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. \_\_\_\_\_

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 Cardinal Lake (Dry most years)

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 \_\_\_\_\_

Full parcel does. Proposed building site does not.

### 4. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED:

a) Describe the nature of the topography of the land (flat, rolling, steep, mixed) building site - flat  
Full title - mixed.

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

See Alta Gas Utilities Aerial View

### 5. WATER SERVICES:

a) Existing Source of Water: Well on Lot 3 Block 2 Plan 1423976

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.



## 6. SEWER SERVICES:

- a) Existing sewage disposal: NIA
- b) Proposed sewage disposal: Field sized to suit

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.*

REGISTERED OWNER OR PERSON ACTING ON BEHALF:

I, Louise Severin of 690040 AB Ltd hereby certify that (check one):

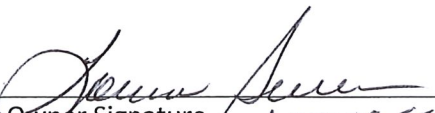
☒ I am the registered owner; or

☐ 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 LOUISE SEVERIN


April 25, 2019  
Date

  
Owner Signature DANIEL SEVERIN

April 25, 2019  
Date

 - DEREK SEVERIN

April 25, 2019

  
Clayton Severin

April 25, 2019

# TENTATIVE PLAN

SHOWING PROPOSED SUBDIVISION OF ALL OF  
 LOT 2, BLOCK 2, 112 3327  
 & A PORTION OF LOT 1, BLOCK 2, PLAN 112 0579  
 WITHIN N.E. 1/4 Sec.30-58-9 W.4M.  
 COUNTY OF ST. PAUL NO. 19

Alta Gas Utilities  
 Aerial map attached  
 Shows location of  
 gas line utility right of way



LOT 1  
 BLOCK 2  
 PLAN 112 0579

ROAD PLAN 802 2065

20.12m GOVERNMENT ROAD ALLOWANCE

CARDINAL LAKE

Dry most years  
 see Aerial view  
 Alta Gas plan  
 attached  
 no water  
 courses

PLAINS MIDSTREAM  
 00/10  
 MSL 0040423

Location of  
 Proposed building  
 site fence → fenced  
 area  
 200 feet / 60.96m  
 Squared

proposed road existing access

200.00  
 150.00  
 LOT 2  
 BLOCK 2  
 PLAN 112 3327  
 LOT 3  
 BLOCK 2  
 Area: 3.01 ha  
 200.00

30  
 58-9-4

Conditionally Approved  
Aug 11, 2014

**LEGEND:**

Portions referred to shown as: .....

Distances are in metres and decimals thereof.

**EXPLORE**  
 SURVEYS INC.

Plan Prepared by:  
 Explore Surveys Inc.  
 Edmonton, Alberta  
 Toll Free 1-866-936-1805  
 Fax No. 780-800-1927

0 25 50 100 200  
 SCALE 1:5,000

REV. NO.	DESCRIPTION	DATE
0	PLAN ISSUED	JUNE 25, 2014

Job X056914

Rev. 0

SURVEYED BY: X.X.

CALC'D BY: X.X.

DRAWN BY: J.O.



# AltaGas Utilities Inc.

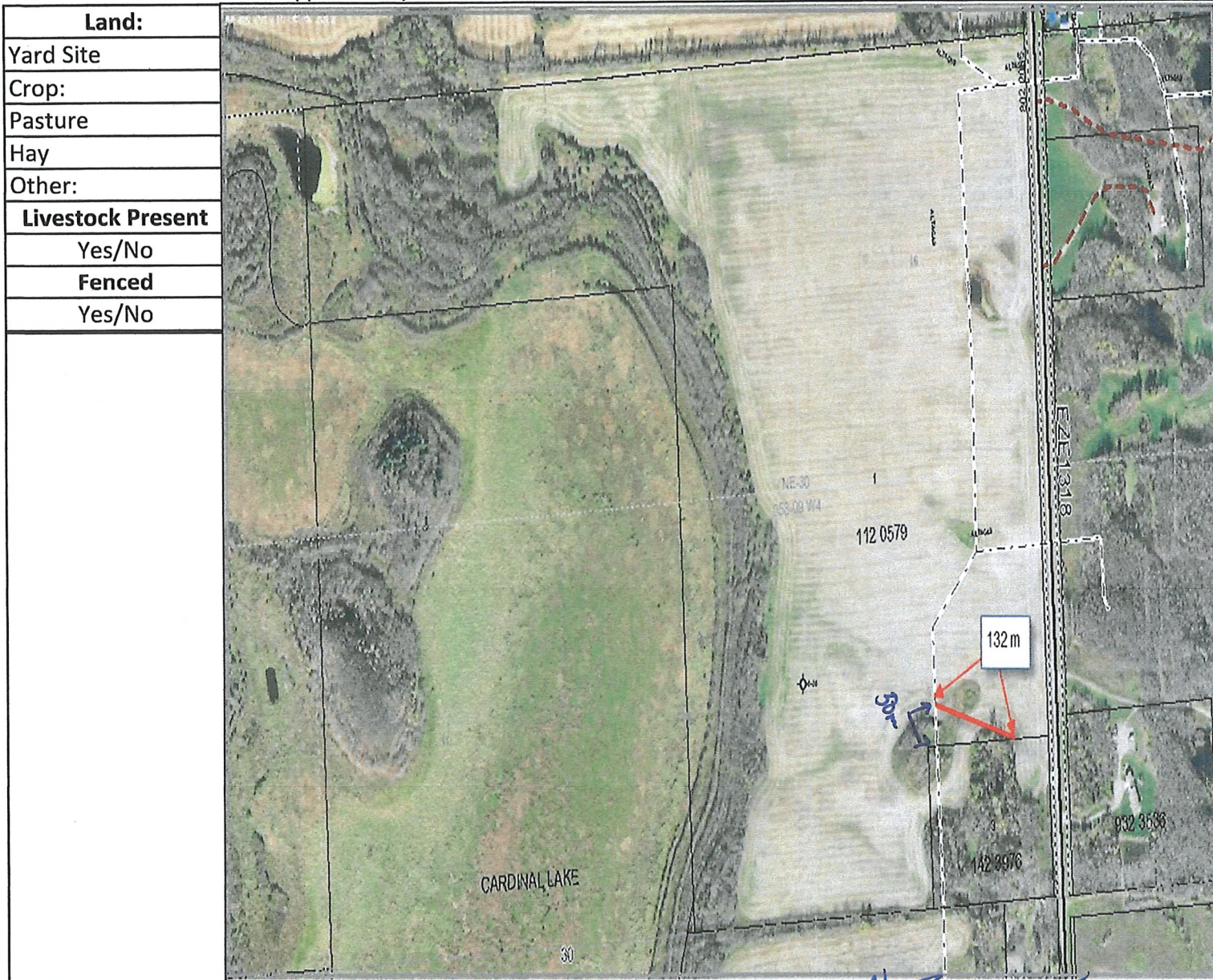
Work order #: 1753224  
Date: July 8th, 2015

TO: Dan Severin

LOCATION: PLAN 1120579 BLOCK 2 LOT 1

In the existing agreement between us, you (or your assignor) provided us with the right to locate rural gas distribution lines on your land to serve you and / or your neighbors.

Lines will, if possible with due consideration of cost, be located according to your wishes. In this regard, you agree that the sketch hereon describes approximately the location which is acceptable to you;



(Signed)

Land Agent:

Landowner: Contact # 780 614 1634

Will Evans (780)920-9773

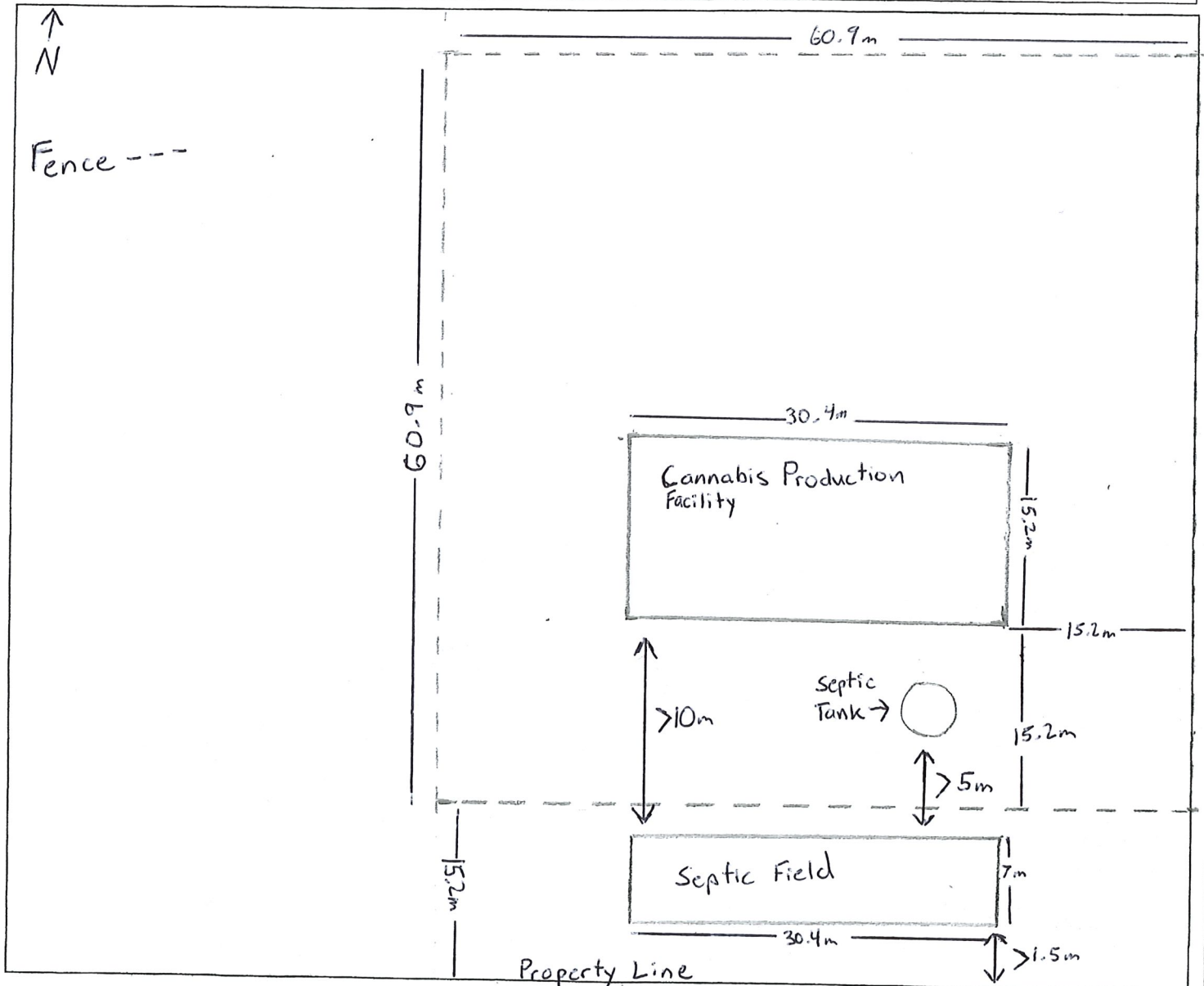
Contact prior to staking and construction



Lot 1 Block 2 Plan 112 0579 and/or Part of NE ¼ Sec 30 Twp 58 Rge 9 W4M

**Proposed Sketch – please indicate/include:**

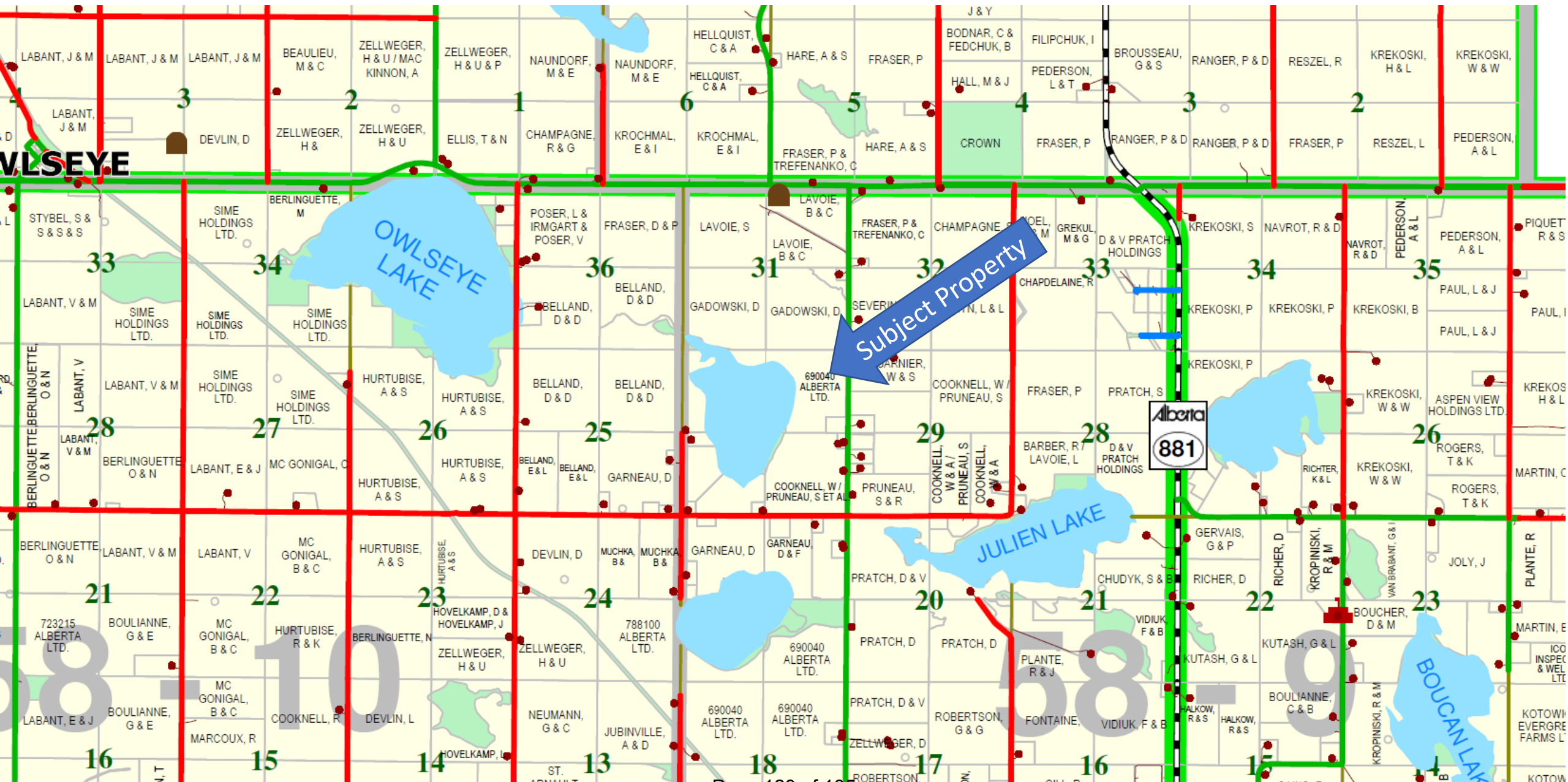
- The use, location and dimensions of buildings on the land and specify which buildings may be demolished or moved from property.
- Location of any water bodies on subject property.
- All developed and undeveloped road allowances.
- Indicate the North direction.
- Location of all right-of-way and easements 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.



Date: April 25, 2019

Signature of Applicant: [Signature]





COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2019-\_\_\_\_\_

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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.

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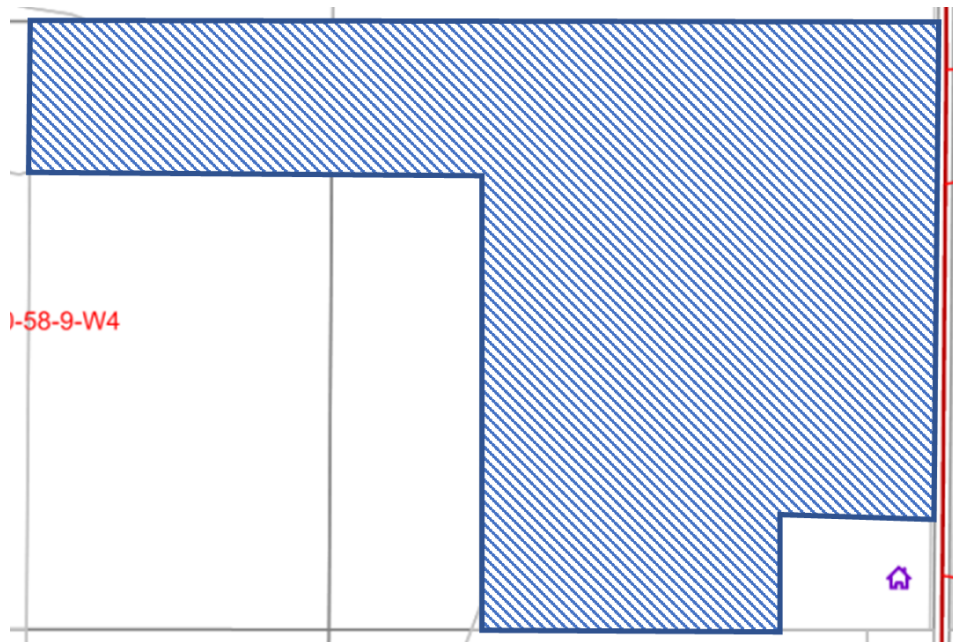
**WHEREAS**, it is deemed expedient to amend the Land Use Bylaw of the County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

**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 enabling it, 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 Industrial/Commercial

FOR: 140.85 acres in all of Lot 1, Block 2, Plan 1120579 in NE 30-58-9-W4



Read a first time in Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

Advertised in the St. Paul Journal the weeks of \_\_\_\_\_ and \_\_\_\_\_.

Read a second time in Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

Read a third time and duly passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

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Reeve

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Chief Administrative Officer  
Page 130 of 135





## Request for Decision

Council Meeting: May 14, 2019

### 8.16 - Letter for MLA David Hanson

#### Request

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Further to the Provincial Election, administration is recommending sending a letter to MLA David Hanson congratulating him on his re-election and that the County is looking forward to improving our relationship and working closely with him over the next term of office.

#### Alternatives

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#### Recommendation

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Administration is recommending to send a letter to MLA David Hanson.

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**Submitted by:** Tim Mahdiuk, Interim CAO



## Request for Decision

Council Meeting: May 14, 2019

### 8.17 - Laurier Lake Residents

#### Request

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Brian Striethorst and Warren Smith, residents at Laurier Lake, are expressing their concerns about the level of Laurier Lake rising again this year and are requesting that the beaver deceiver be checked to ensure it is working.

Mr. Smith has also outlined concerns in his letter regarding the Elk Point Library.

#### Alternatives

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#### Recommendation

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Council to provide direction.

---

**Submitted by:** Phyllis Corbiere, Executive Assistant

B. Striethorst  
Box 41  
Lindbergh AB TOA 2JO  
Roll Number 4622320  
SW 22 56 4 4 Lot 7 Block 1 Plan 2104MC

08 April 2019

CAO Sheila Kitz  
County of St Paul  
5015 – 49 Avenue  
St Paul AB TOA 3A4

Ms. Kitz:

As the spring melt progresses, it is time to voice concerns about the distinct possibility of the level of Laurier Lake rising again this year, further threatening our property. The initial concern is lake ice coming ashore as it did last year, further degrading the already sandbagged shoreline, resulting in additional pressure/damage to our front deck. We have had a sump pump operating in our sand bottom crawl space since 25 May 2017, and subsequently a dehumidifier on the main floor since 15 November 2017 once the furnace was operating and humid air brought up. Until such time as the water no longer rises in our crawl space, this situation will continue; it is impossible to dry out the sand. Unfortunately, the crawl space is already showing increased water levels.

Our 2017 property assessment was \$434,400. The reevaluation of our property assessment in 2018 resulted in a decrease from the initial increased value of \$501, 290 down to \$390, 620, based on a site visit and evaluation by the assessment team.

Laurier Lake is still at a high level, dropping only about 8" from 12 May 2018 to 31 October 2018. The official "high water" mark, 9' from the NW corner of our property, is about 8 feet out in the water.

The fear is that the water will rise even higher than its peak last spring. Rumor has it that there may be a planned release of water on Township Rd 565, SE34-056-04W4, adding even more to the lake volume. There are about 7 creeks that run into Laurier Lake.

Beach erosion is already such that it could lead to the collapse of our front deck. We have concern that subsurface degradation is causing unnatural settling of the house. Cracks at the intersection of outer wall/inner wall/roof have become visibly larger.

We do not want another spring, summer, fall, and until the lake freezes, literally cringing when the wind comes up, as it often does particularly from the North, and waves start crashing over the sandbags that have been in place since 2017; OR indeed having to add to that sandbag wall.

The only natural drainage out of Whitney, Laurier, Borden (and likely Ross) lakes is ultimately Middle Creek, under Highway 646 to the North Saskatchewan River. It is critical that the this out flow be maintained at full capacity, whether this be by the current “beaver deceiver” means or by the complete elimination, in stages, of the original cause of the abnormal lake level – the beaver dam and ongoing control of its makers.

We request that the level of Laurier Lake be reduced at least to the official “high water mark” level, which as stated above is about 8’ out in the water. Why should our property suffer costly damage due to beavers?

Barb and Blaine Striethorst

CC (electronically): Reeve Steve Upham

Div 1 Councillor Darrell Youngmans



2019-05-08 County AGM

Meeting between Warren Smith and Tim Mahdiuk [interim CAO] May 9, 2019

Due to a local community event, Bev and Warren Smith are unable to attend the County of St Paul AGM on the evening of 2019-05-09.

Concerns:

- 1 We would ask that Keith Kornelson check the 'beaver deceiver' to insure it continues at maximum flow. As Middle Creek ran all winter, there seemed to be no rise in lake level this spring. The lake level is still very high, and the flow in Middle Creek is reducing.
- 2 We would ask that the County surveyor take water levels at Laurier Lake and at the Borden lake outlet so the County maintains their spring / fall records of this flood.
- 3 We are users of and supporters of the Elk Point Library. We were very shocked that the lack of financial support required the library to reduce hours of operation from 39 to 32/ week. The lack of funds will require reducing the staff by one.

At the recent Library / County meeting councillor Laurent Amyotte made some remarks that were very concerning. He questioned the user numbers in the library report, even though those numbers were generated from the Northern Lights Library System. When those numbers were being discussed he remarked "*Oh that must be those lake people*" in a very sarcastic tone of voice. Are the '*lake people*' a second grade of county residents? '*Those Lake People*' certainly pay a high rate of tax.

- 4 Would the County Council please place a more supportive councillor on the Library Board.

*PLEASE RESPOND TO THESE*

A large, stylized handwritten signature in blue ink, likely belonging to Tim Mahdiuk, the interim CAO mentioned in the header.