



County of St. Paul No 19
Council Meeting
AGENDA

Tuesday, July 9, 2019
10:00 AM

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10. Reports

10.1 CAO Report

CAO Report to be presented at the meeting.

11. Upcoming Meetings

12. Financial

12.1 Budget to Actual

The budget to actual will be presented at the meeting for Council's review.

12.2 Listing of Accounts Payable

The listing of Accounts Payable will be circulated 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, June 11, 2019

10:00 AM

Council Chambers

Present	Reeve Steve Upham Councillor Darrell Younghans, Division 1 Councillor Kevin Wirsta, Division 2 Councillor Maxine Fodness, Division 4 Councillor Dale Hedrick, Division 5 Councillor Laurent Amyotte, Division 6
Absent	Councillor Cliff Martin, Division 3
Staff Present	Tim Mahdiuk, Interim CAO Kyle Attanasio, Director of Corporate Services Phyllis Corbiere, Executive Assistant Bryan Bespalko, Public Works Supervisor Dennis Bergheim, Director of Community Services
Others Present	Claire Gauvreau, St. Paul Journal

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 10:02 am

2. Minutes

Resolution CM20190611.1001

Moved By: Councillor Maxine Fodness

to approve the minutes of the May 14, 2019 Council Meeting with an amendment to Item 8.13 to read - pay for "and" enter into an agreement with the County for use of the right of way.

Carried

3. Bank Reconciliation

Resolution CM20190611.1002

Moved By: Councillor Kevin Wirsta

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

Carried

4. Additions to Agenda and Acceptance of Agenda

Resolution CM20190611.1003

Moved By: Councillor Laurent Amyotte

to adopt the agenda for the Regular Meeting of Council for June 11, 2019 with the following additions:

8.18 Elk Point Golf Course

8.19 Request for Senate of Canada to Reject Bills C48 and C69

8.20 Cork Hall Grass Cutting

Carried

5. Closed Session

5.1 Closed Session

Resolution CM20190611.1004

Moved By: Councillor Darrell Younghans

that pursuant to Section 197(2) of the MGA, County Council move into closed session and close the meeting to the public as per Sections 17 and 27, Division 2, Part 1 of the FOIP Act at 10:06 a.m.

Carried

Claire Gauvreau, St. Paul Journal, left the meeting at 10:06 a.m.

Staff - Tim Mahdiuk, Kyle Attanasio, Dennis Bergheim and Bryan Bespalko remained in the Council Room during closed session to provide information to Council as required.

Resolution CM20190611.1005

Moved By: Councillor Darrell Younghans

to revert to an open meeting at 10:18 a.m.

Carried

Claire Gauvreau, St. Paul Journal, entered the meeting at 10:18 a.m.

6. Business Arising from Minutes

6.1 Request for County to Pay Portion of Survey Costs For Railway Avenue in Mallaig

Resolution CM20190611.1006

Moved By: Councillor Laurent Amyotte

to approve the request to pay 50% of the survey costs up to \$11,500 with the costs shared equally among the lot owners.

Defeated

6.2 Regional Occupational Health and Safety Joint Servicing Agreement

Resolution CM20190611.1007

Moved By: Councillor Maxine Fodness

to approve the Regional Occupational Health and Safety Joint Servicing Agreement with the term expiring on December 31, 2024.

Carried

6.3 Publish Council Remuneration

Resolution CM20190611.1008

Moved By: Councillor Darrell Younghans

to accept the Statement of Council Fees Summary form to be published on the website starting January 1, 2019.

Carried

8. New Business

8.1 Infrastructure Asset Management Alberta Workshop

Resolution CM20190611.1009

Moved By: Councillor Kevin Wirsta

to approve Gina Laramée, Finance Technician, to attend the Infrastructure Asset Management Alberta Workshop on June 12, 2019 in Red Deer.

Carried

8.2 Request for Grant - Mann Lakes Golf Course

Resolution CM20190611.1010

Moved By: Councillor Dale Hedrick

to approve an operating grant for the Mann Lakes Golf Course in the amount of \$3,856.24 to help offset the municipal portion of the property taxes.

Carried

8.3 Request for Travel Grant - Mallaig Seniors

Resolution CM20190611.1011

Moved By: Councillor Darrell Younghans

to approve a \$1,000 transportation grant for the Mallaig Seniors to be paid from the Public Transportation Reserve Account.

Carried

8.4 Request for Compensation for Damages to Vehicle

Resolution CM20190611.1012

Moved By: Councillor Darrell Younghans

to refer the request from Lucie Jean for compensation for damages to her vehicle to the County's insurance provider, RMA Insurance.

Carried

8.5 Request to Cancel Property Taxes on Lot 6, Block 3, Plan 0021849

Resolution CM20190611.1013

Moved By: Councillor Maxine Fodness

to cancel the 2019 Municipal property taxes in the amount of \$275.48 on Lot 6, Block 3, Plan 0021847 as per section 347 of the MGA.

Carried

8.6 Letter of Support for New Horizons Grant

Resolution CM20190611.1014

Moved By: Councillor Laurent Amyotte

to provide FCSS with a letter of support to accompany their application under the New Horizons Grant Program for funding to implement a program for rural communities to provide supports, education and resources for seniors and their families to help understand the aging process.

Carried

7. Delegation

7.1 11:00 am - Capella Centre

Leonie Amyotte and Corinne Weiler-Harris, representing the Capella Centre, entered the Council Room at 11:00 a.m. to bring awareness of their facility and what services they provide.

Rebranded to Capella Centre as they want to focus on the healing instead of focusing on the crisis. They are supported by a Provincial grant, community funding and they also actively fund raise.

They expanded their facility, as they determined a need for second stage housing. They provide subsidized housing where residents can access the services of the centre.

Following their presentation, the delegation left the Council Room at 11:19 a.m.

Resolution CM20190611.1015

Moved By: Councillor Darrell Younghans

to table funding request for more information.

Carried

8. New Business

8.7 Town of St. Paul Rec Board Member at Large

Resolution CM20190611.1016

Moved By: Councillor Maxine Fodness

to advertise for a member-at-large to serve on the Town of St. Paul Rec Board for the remainder of the four-year term to October, 2021.

Carried

8.8 Hazard Assessment Policy SAF-35

Resolution CM20190611.1017

Moved By: Councillor Maxine Fodness

to approve Policy SAF-35, the Hazard Assessment Policy with the deletion of clause 6.

Carried

8.9 Working Alone Policy SAF-43

Resolution CM20190611.1018

Moved By: Councillor Kevin Wirsta

to approve Policy SAF-43, the Working Alone Policy as per the recommendations of the Policy Committee.

Carried

8.10 Workplace Anti-Harassment Policy HR-130

Resolution CM20190611.1019

Moved By: Councillor Laurent Amyotte

to approve Policy HR-130, the Workplace Anti-Harassment Policy amended to remove the last line in paragraph 4.2 and to remove item 5.12.

Carried

8.11 Road Maintenance, Mowing and Weed Control Agreement with the SV of Horseshoe Bay

Resolution CM20190611.1020

Moved By: Councillor Dale Hedrick

to approve the Road Maintenance, Mowing and Weed Control Agreement with the Summer Village of Horseshoe Bay, effective June 15, 2019.

Carried

7. Delegation

7.2 11:30 am - Frank Coutney, Vicinia Planning and Engagement Inc.-Rural ICF

Frank Coutney, Vicinia Planning and Engagement Inc., entered the Council Room at 11:34 a.m.

He outlined the process Vicinia followed in preparing the ICFs and discussed timelessness to complete the Rural ICFs. He has already met with some municipalities and soon will be meeting the others. He is looking for input prior to preparing the bylaw. Section G, the dispute resolution process has been vetted by legal Counsel.

Following a discussion on the draft bylaws, the delegation left the Council Room at 11:50 am.

8. New Business

8.13 Request for General Municipal Servicing Standards Amendment Regarding Lot 1, Block 2, Plan 1120579

Resolution CM20190611.1021

Moved By: Councillor Darrell Younghans

to give first reading to Bylaw 2019-14 to amend the General Municipal Servicing Standards to include a notwithstanding clause in section 2.4.2 - Area Structure Plan and 2.4.3 - Land Use Bylaw Amendment, that Lot 1, Block 2, Plan 1120579 does not require an Area Structure Plan (ASP) to be completed.

Carried

Resolution CM20190611.1022

Moved By: Councillor Laurent Amyotte

to give second reading to Bylaw 2019-14.

Carried

Resolution CM20190611.1023

Moved By: Councillor Maxine Fodness

to present Bylaw 2019-14 for third and final reading.

Carried Unanimously

Resolution CM20190611.1024

Moved By: Councillor Kevin Wirsta

to give third reading to Bylaw 2019-14.

Carried

8.12 Request for Municipal Development Plan and Land Use Bylaw Amendment Regarding NE 34-58-10-W4

Resolution CM20190611.1025

Moved By: Councillor Maxine Fodness

to give first reading to Bylaw 2019-12 to amend Section 2.2 of Municipal Development Plan Bylaw 2013-51 to include a notwithstanding clause that 1 parcel not exceeding 32 acres in size, may be subdivided from NE 34-58-10-W4 for residential purposes.

Carried

Resolution CM20190611.1026

Moved By: Councillor Darrell Younghans

to give first reading of Bylaw 2019-13, to amend Section 7.32 of Land Use Bylaw 2013-50 to include a notwithstanding clause that one country residential parcel with an area not exceeding 12.95 ha (32 ac) may be created on NE 34-58-10-W4.

Carried

The meeting adjourned for lunch at 12:06 and reconvened at 1:00 p.m. with all members of Council present with the exception of Councillor Cliff Martin.

8.14 Request to Name Road - Viel Road

Resolution CM20190611.1027

Moved By: Councillor Laurent Amyotte

to approve the request to name Range Road 101 North off Highway 28 as Viel Road, as per Policy ADM 99.

Carried

7. Delegation

7.3 1:00 pm - Stacey Bunker, Sante Estates

Stacey & Bob Bunker, Paul Teollis and Kim Edwards residents at Sante Estates entered the Council Room at 1:12 pm to discuss oiling on Twp Rd 564 and the possibility of having a half mile of Range Road 113 into Sante Estates oiled at the same time. Following their presentation, the delegation left the Council Room at 1:20 pm

Resolution CM20190611.1028

Moved By: Councillor Maxine Fodness

to add one half mile of Range Road 113 into Sante Estates to be oiled at the same time as Township Road 564.

Carried

8. New Business

8.17 Tenders for Standing Hay Crop on NW 17-59-11-W4

The following bids for 11 acres of standing hay on NW 17-59-11-W4 were opened in the presence of Council:

- Shane Murray - \$600
- Shane Stybel - \$675

Resolution CM20190611.1029

Moved By: Councillor Dale Hedrick

to award the tender for 11 acres of standing hay on NW 17-59-11-W4 to Shane Stybel for \$675.00 a year for a two-year term.

Carried

8.18 Elk Point Golf Course

Resolution CM20190611.1030

Moved By: Councillor Kevin Wirsta

to provide the Elk Point Golf Course with up to \$5,000 to help cover the cost of getting water into their irrigation pond on the golf course, providing they receive financial commitment from all of the groups they approached.

Carried

7. Delegation

7.4 1:30 pm - Langley Robitaille

Mr. Robitaille did not attend the Council meeting, as he was sick. Carol Ann Lyons, President of the Heinsburg Seniors informed Council that Canada post put up boxes adjacent to the Heinsburg Community Club. She also informed Council about their discussions with Mr. Robitaille regarding setting up the post office in the Heinsburg Community Club. Following a brief discussion, the delegation left the Council Room.

Resolution CM20190611.1031

Moved By: Councillor Darrell Younghans

administration contact Canada post regarding insurance and an agreement to permit mail boxes on the Heinsburg Community Club property.

Carried

8. New Business

8.19 Request to Senate of Canada to Reject Bills C-48 and C-69

Resolution CM20190611.1032

Moved By: Councillor Kevin Wirsta

that recognizing the importance of the energy section to our region and many regions across Canada, County Council asks the Government of Canada to develop legislation that will support the energy sector; and proposed legislation, in the forms of Bill C48 and Bill C69 without Senate amendments, will be detrimental to the viability and sustainability of the County of St. Paul and the energy sector.

Carried

8.20 Cork Hall Grass Cutting

Resolution CM20190611.1033

Moved By: Councillor Maxine Fodness

motion to table the request for the County to cut grass once a month at Cork Hall, for more information.

Carried

10. Reports

10.1 CAO Report

Resolution CM20190611.1034

Moved By: Councillor Darrell Younghans

to accept the CAO Report as presented.

Carried

8. New Business

8.15 Equipment for Public Works

Resolution CM20190611.1035

Moved By: Councillor Dale Hedrick

to approve additional capital purchases in the amount of \$146,000 to be funded from reserves for future expenditures.

Carried

12. Financial

12.1 Budget to Actual

Resolution CM20190611.1036

Moved By: Councillor Kevin Wirsta

to approve the budget to actual as of May 31, 2019

Carried

8. New Business

8.16 Tenders for Sale of Used Equipment

Resolution CM20190611.1037

Moved By: Councillor Laurent Amyotte

to accept the following tenders for the items advertised for sale -

- \$350 - Dwayne Newby - 1997 Ford E350 w/deck Serial # 1FDKE30F4VHAA48489
- \$859 - Steven Jeffrey - 2002 Ford E350 w/body Serial # 1FDWE35FO2HB04191
- \$3,200 - Jeff Stewart - 1979 GMC 7000 Serial # T17DE9V616105
- \$7,800 - Dean Smith - Degleman SA1820 Side Arm Serial #SA1241
- \$100 - Dwayne Newby - D.S.P. th Wheel Hitch with rails
- \$50 - Mark Chileen - Homemade Steel Basket
- Pallets of used barbwire -
 - Lot 1 - \$5.00 - Brent Lilje
 - Lot 2 - \$5.00 - Brent Lilje
 - Lot 5 - \$101 - Doug Slowski

- Lot 6 - \$101 - Doug Slowski
- \$2,500 - Darrell Westiuk - Metal Building Panels (approx 30 x 30)
- \$635 - Jack Vanden Berg - Set of Tires & Rims-AMP A/T Terrain Gripper, 10 ply, LT285/70R17
- \$83 - Steven Jeffrey - Man door (39" x 86") and 2 windows (59" x 59")

Carried

12. Financial

12.2 Listing of Accounts Payable

Resolution CM20190611.1038

Moved By: Councillor Laurent Amyotte

to file the listing of Accounts Payable as circulated.

Carried

12.3 Council Fees

Resolution CM20190611.1039

Moved By: Councillor Dale Hedrick

to approve the Council Fees for the Month of May 31, 2019 as circulated.

Carried

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: July 9, 2019

5.1. Closed Session

Request

Information to be presented at the meeting as per Section 17 and 29 Division 2, Part 1 of the FOIP Act.

Alternatives

Recommendation

To move into Closed Session.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: July 9, 2019

6.1 – Capella Centre

Request

At the June 11, 2019 Council Meeting Council heard from a delegation representing the Capella Centre. They talked about their program and the expansion to the facility and their fundraising efforts

Council tabled a decision on providing sponsorship for the facility and requested additional information on how many County residents utilize their facility.

Leonie, at the Capella Centre has indicated that upon further research, they are not able to get a breakdown of actual county residents.

The shelter has 24 beds, plus the two 2nd stage apartments which are set up with 6 beds. Since their expansion they have been operating at 80% or plus capacity.

The levels of sponsorship are in the attached package.

Alternatives

Recommendation

Council to provide direction.

Submitted by: Phyllis Corbiere, Executive Assistant



Capella CENTRE

SPONSORSHIP PACKAGE

FUNDRAISING CAMPAIGN

Working Together to Create Healthy
Communities

SEPTEMBER 2018



WELCOME

I'd first like to thank you for taking the time to consider our sponsorship request. As we embark on an exciting evolution as an organization we would like to welcome you to be a part of changing lives and creating healthy communities where everyone can excel and discover their potential.

As a part of this evolution, we are rebranding and significantly expanding our emergency and transitional housing, and our online presence. By investing in our assets not only are we going to be better positioned to serve our communities, but we will be proud to more prominently display and thank those sponsors and funders who make the vital work we do possible.

Capella Centre, previously known as the St. Paul & District Crisis Association, has effectively been serving St. Paul and surrounding communities since March 8, 1984. The organization has evolved significantly, providing more than just a women's shelter. Capella Centre offers diverse, holistic programs and services supporting people of all ages, genders and walks of life.

We hope to hear from you and thank you for considering this sponsorship request.

NOREEN COTTON
Executive Director

CONTACT US

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COMMITTEE MEMBERS

NOREEN COTTON

Executive Director
C: 780-646-0588

CORRINE WIELER- HARRIS

KELLIE NICHIPORIK AMY BARTLETT

LEONIE AMYOTTE JONATHAN BERUBE SYLVIA LADOUCEUR

WEBSITE SPONSOR

\$1,000

AS A WEBSITE SPONSOR YOU WILL RECEIVE PROMINENT RECOGNITION ON OUR DIGITAL CHANNELS. THIS IS ESPECIALLY USEFUL FOR ORGANIZATIONS LOOKING FOR A MORE INTENSIVE DIGITAL PRESENCE.

- Logo displayed on our website for one-year, including a link to your website
- A one-time Social Media shout-out
- Recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display



**LIMITED OPPORTUNITIES
AVAILABLE**

COMMUNITY SPONSORS

➔ Member Sponsor

\$250

AS A MEMBER SPONSOR YOU WILL RECEIVE RECOGNITION THAT YOU CAN PROUDLY DISPLAY IN YOUR HOME OR PLACE OF BUSINESS AND BE KNOWN AS A COMMUNITY BUILDER

- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display
- A one-time Social media shout out



➔ Adopt-A-Family

\$75 TO \$750

SPONSORS CAN HELP SUPPORT A SINGLE WOMAN OR AN ENTIRE FAMILY IN NEED

- Sponsorship certificate to proudly display
- Sponsorships can be monetary, gifts-in-kind or a combination of both and sponsors will have the ability to provide a branded card with their sponsorship
- A one-time Social media shout out

We appreciate your support in any amount. Although the following pages detail out the funds required for building and furnishing, we will accept any size donation and can work with multiple organizations to build co-sponsorships.

SPONSORS

➔ Hair Salon Sponsor



Recovering from the effects of trauma can be a challenging journey. Rebuilding a sense of self by practicing self care is an important step in the healing process.

\$3,500 ONE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display

➔ Teen Room Sponsor



The teen rooms offers a welcoming space for teens to get away from the business of the shelter and just 'hang out'.

\$5,000 TWO AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display



AS OUR ORGANIZATION UNDERTAKES TREMENDOUS GROWTH AND ADVANCEMENT IN ACHIEVING OUR MISSION, WE INVITE YOU TO BE A PART OF CREATING HEALTHY, VIBRANT COMMUNITIES IN OUR REGION.

➔ Family Room Sponsor



The family room offers a space where families can spend time together, promoting healing and strengthening of the family unit

\$5,000 TWO AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Sponsorship certificate to proudly display

➔ Bedroom Sponsor



A warm inviting atmosphere valuable in promoting restful sleep, critical for women and children healing from trauma

\$5,000 - \$7,500 PLEASE INQUIRE

- Plaque outside the room recognizing your sponsorship
- A one-time Social Media shout-out
- One-Time Recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Long-term website recognition including a link to your website

SPONSORS

➔ Intake Room Sponsor



The intake room provides a safe, confidential, trauma informed space for women and children when they first go into the emergency shelter.

\$3,500 SPONSORED

- Plaque outside the room recognizing your sponsorship
- Logo displayed on our website for one-year, including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display

➔ Sensory Room Sponsor



Trained staff support women and children with emotional regulation using the senses. The sensory room is designed to promote mental and physical relaxation.

\$10,000 SPONSORED

- Plaque outside room recognizing your sponsorship
- Long-term website recognition, including a link to your website
- A one-time Social Media shout
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary lifetime non-voting membership
- Sponsorship certificate to proudly display



➔ Playroom Sponsor



Our trauma informed playroom is designed to help children deal with stress and past trauma.

\$7,500 TWO AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display

➔ School Room Sponsor



A Certified Teacher works with school aged children in shelter, allowing them to continue their education without leaving the safety and security of the shelter,

\$7,500 ONE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership for your organization
- Sponsorship certificate to proudly display

SPONSORS



Family Visitation Room Sponsor



Our family visitation room provides a safe, confidential space for women and children to meet with family members and others to help build their support systems.

\$5,000 ONE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display



Living Room Sponsor



Designed for relaxing and socializing the living room helps women and children develop connections with each other. These connections help to empower and encourage healing

\$7,500 ONE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Sponsorship certificate to proudly display



Kitchen & Dining Room Sponsor



Safe Haven, a place where families eat together, laugh and connect. Food nurtures the mind, body and soul.

\$15,000 ONE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Sponsorship certificate to proudly display in your place of business

SPONSORS



Laundry & Bath Sponsor



Our shared, private washrooms and laundry facilities help women and children feel safe, secure and comfortable

\$3,500 ONE AVAILABLE

- Plaque outside the room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one-year non-voting membership
- Sponsorship certificate to proudly display



Spiritual/Smudging Room Sponsor



Designed for multi-faith use: praying, meditating and smudging. Spiritual healing is a critical step when healing from trauma.

\$3,500 ONE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary lifetime non-voting membership
- Sponsorship certificate to proudly display



Playground Sponsor



Playground equipment promotes physical activity, known to improve mental and physical health in children. Safety and security is ensured with a fence enclosing the entire back yard.

\$15,000 MULTIPLE AVAILABLE

\$20,000 FENCE SPONSORED

- Plaque or shared sign recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Sponsorship certificate to proudly display in your place of business

TRANSITIONAL HOUSING PROGRAM SPONSORS

➔ Comforter Level



By becoming a sponsors at the Comforter Level you are helping us to keep women and children safe. Your money is used towards furnishing these units.

\$7,500 MULTIPLE AVAILABLE

- Plaque outside room recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Sponsorship certificate to proudly display

OUR MISSION

“Empowering individuals and families to break the cycle of domestic violence, through safety, knowledge and respect”



➔ Protector Level



By becoming a sponsors at the Protector Level you are helping us to keep women and children safe. Your money is used towards furnishing these units.

\$10,000 TWO AVAILABLE

- Plaque outside apartment recognizing your sponsorship
- Long-term website recognition including a link to your website
- A one-time Social Media shout-out
- One-time recognition at our AGM by displaying your logo on a rotating presentation
- An honorary one year non-voting membership
- Sponsorship certificate to proudly display



Request for Decision

Council Meeting: July 9, 2019

7.1. 11:00 am - STARS, Glenda Farnden

Request

Glenda Farnden, Sr. Municipal Relations Liaison with STARS Air Ambulance, will provide Council with an update and provide the 2018 statistics for St. Paul and surrounding areas.

She will be requesting continued support of \$2.00 per capita for 2019 (\$12,936).

Council has provided \$2.00 per capita since 2016.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant



BORN OUT OF NECESSITY



- * Alberta – 50% higher trauma-related deaths
- * Lions of Alberta Foundation provided funding
- * Originally named Lions Air Ambulance Service



Dr. Greg Powell

STARS Founder

ONE FATEFUL DAY

December 1, 1985

STARS 1st Mission

- * Critically ill newborn in rural Alberta
- * Radically changed the delivery of critical care in Alberta
- * 50+ missions in the 1st year of service
- * 2,999 missions flown (FY 2017/2018)



Kelly Waldron, STARS 1st Patient

TODAY TOMORROW THE FUTURE

- * 6 STARS Bases (AB / SK / MB)
- * Serving 4 Provinces across Western Canada
 - * (includes eastern BC)
- * 3 Provincial Government Affiliation Agreements
- * 8 missions per day (average)
 - * 5 missions per day in Alberta
- * 11 Helicopters in the fleet
- * Surpasses 40,000 missions flown since 1985



Andrea Robertson
STARS President & CEO

2018 AMTC SIM CUP WORLD CLASS CHAMPIONS!

2018 Mobile Education

St. Paul Hospital

- Trauma



2019 Mobile Education

St. Paul Hospital

- TBRescheduled



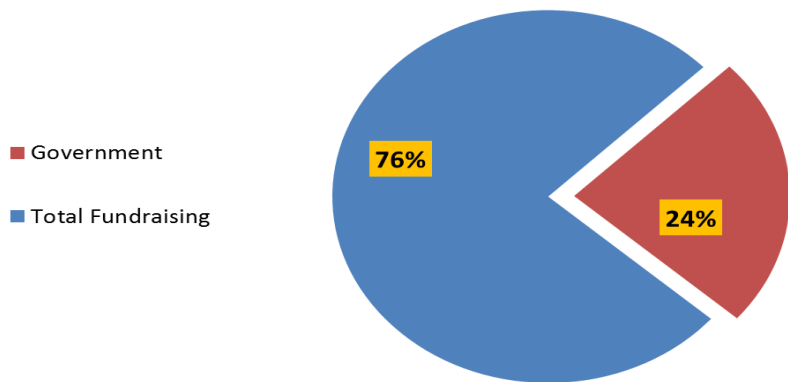
STARS CREW

JENNY THORPE, FLIGHT NURSE & MATT HOGAN, FLIGHT PARAMEDIC

FUELED BY GENEROSITY

Achieving successes together

STARS Alberta Funding Fiscal 2019



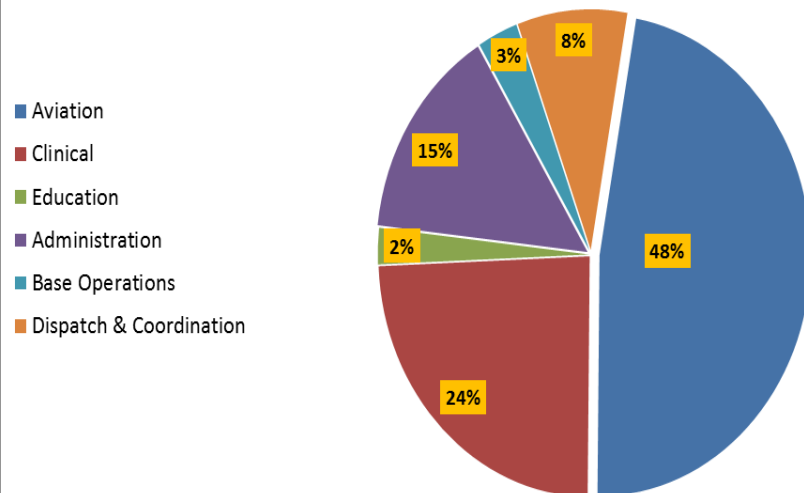
Funding in Thousands

AB Government Funding	\$	9,174
Total Operating Costs /Capital Expenditures**	\$	38,856
AB Government Funding as a Percent of Costs		24%

STARS Gross Fundraising	\$	20,254
AB Lottery	\$	11,562
Calendar	\$	794
Site Registration / Emergency Contact Centre	\$	3,317

** Excludes capital expenditures for fleet renewal

STARS Alberta Expenditures - (3 Bases) Fiscal 2019



COUNTY of ST. PAUL @ June 25, 2019	2014	2015	2016	2017	2018	2019	TOTAL
Near Ashmont		1					1
Elk Point Hospital Inter-facility	9	6	6	7	5	4	37
Elk Point scene	2	7	2	2	1		14
Near Frog Lake scene	2	1	2	1	3	1	10
Near Goodfish Lake scene		1			1		2
St. Paul Hospital Inter-facility	39	34	14	16	24	13	140
Near St. Paul scene	6	4		2	2	1	15
TOTAL	58	54	24	28	36	19	219
Annual average 40 missions per year							

* Based on averaged 40 missions per year represents over \$280K in service value (mission-related costs only)

Airbus H145 THE FUTURE

- * **BK117's**
 - * End of life / costly to maintain
- * **Unified Fleet / Best Practice**
 - * Sustainability, operational safety, cost control
- * **Purchase (3) Airbus H145**
 - * Cash reserves + financing
- * **Build new fleet – one helicopter at a time**
- * **Cost approx. \$13M per helicopter**
- * **Goal of 9 total**
 - * (5)AB (3)SK (1)MB



The Future is . . . Looking brighter!



- * Saskatchewan \$13M = 1 Helicopter
- * Alberta \$13M = 1 Helicopter
- * Federal Government \$65M = 5 Helicopters

County of St. Paul WE THANK YOU!

- * Commitment to safety & excellence
- * 2016 – Joined Municipal Leaders
- * Positive results! Lives saved!
- * Protect and preserve STARS for the future

OUR REQUEST

- \$2 per capita annual support (2019)
- Standing Motion (emergency protective services)





Request for Decision

Council Meeting: July 9, 2019

7.2.A 11:30 am - Bylaw 2019-12 - Request for Municipal Dev Plan Amendments Regarding NE 34-58-10-W4M

Request

The owner of NE 34-58-10-W4M wishes to create a country residential lot 32 acres in size. Currently, 66.3 acres is titled to NE 34-58-10-W4M. The land is within the Agriculture District. Accreted lands (lands formerly covered by the waters of Owlseye Lake) adjacent to Owlseye Lake may be possible to be added to title subject to Provincial approval.

Municipal Development Plan Bylaw 2013-51 and Land Use Bylaw 2013-50 do not allow for the creation of a 32 acre parcel for residential use within the Agriculture District. In an effort to preserve agricultural lands, the Municipal Development Plan and Land Use Bylaw limit residential parcels within the agriculture district to 20 acres generally.

The Municipal Development Plan and Land Use Bylaw do not contain a maximum parcel size within the Country Residential district. An Area Structure Plan would be required as the lot would be considered a multi-lot subdivision due to size.

Council gave first reading to Bylaw 2019-12 on June 11, 2019. The bylaw has been advertised June 25, 2019 and July 2, 2019 in the St. Paul Journal.

Alternatives

Following the Public Hearing Council may -

Give second and third reading to Bylaw 2019-12 to amend the Municipal Development Plan Bylaw 2013-51 to allow for the creation of a 32 acre parcel within the Agriculture District.

Deny second reading to Bylaw 2019-12 for the request to amend the Municipal Development Plan to uphold Bylaw 2013-51.



Recommendation

Proceed to Public Hearing scheduled for 11:30 a.m. to discuss Bylaw 2019-12 to amend Municipal Development Plan 2013-51 as it relates to including a notwithstanding clause under Section 2.2 for 1 parcel, not exceeding 32 acres in size, may be subdivided from NE 34-58-10-W4 for residential purposes.

As per the direction of Council.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-12

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO AMEND THE MUNICIPAL DEVELOPMENT PLAN BYLAW 2013-51 UNDER THE JURISDICTION OF THE MUNICIPALITY.

Whereas, pursuant to section 632(1) of the *Municipal Government Act*, a council of a municipality with a population of 3500 or more must by bylaw adopt a municipal development plan;

Whereas, pursuant to section 191(1) of the *Municipal Government Act*, the power to pass a bylaw under this or any other enactment includes a power to amend or repeal the bylaw;

Whereas, pursuant to section 191(2) the amendment or repeal must be made in the same way as the original bylaw and is subject to the same consents or conditions or advertising requirements that apply to the passing of the original bylaw, unless this or any other enactment provides otherwise;

Whereas, Council of the County of St. Paul No. 19 wishes to amend the Municipal Development Plan Bylaw 2013-50.

Now Therefore, Council of the County of St. Paul No. 19, in the Province of Alberta, duly assembled, amends the Municipal Development Plan Bylaw 2013-51 as follows:

Section 2.2 (policies) (1) is hereby amended to read:

1. The County allows for the creation of up to 4 residential parcels per quarter section within the Agriculture district. The total amount of land taken by residential subdivisions on a quarter section shall not exceed 20 acres within the Agriculture district.
 - a. Notwithstanding the above, 1 parcel, not exceeding 32 acres in size, may be subdivided from NE 34-58-10-W4M for residential purposes.

Read a first time in Council this 11th day of June, A.D. 2019.

Advertised in the St. Paul Journal the weeks of June 25, 2019 and July 2, 2019.

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.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: July 9, 2019

7.2.B 11:30 am - Bylaw 2019-13 Request for Land Use Bylaw Amendments Regarding NE 34-58-10-W4M

Request

The owner of NE 34-58-10-W4M wishes to create a country residential lot 32 acres in size. Currently, 66.3 acres is titled to NE 34-58-10-W4M. The land is within the Agriculture District. Accreted lands (lands formerly covered by the waters of Owlseye Lake) adjacent to Owlseye Lake may be possible to be added to title subject to Provincial approval.

Municipal Development Plan Bylaw 2013-51 and Land Use Bylaw 2013-50 do not allow for the creation of a 32 acre parcel for residential use within the Agriculture District. In an effort to preserve agricultural lands, the Municipal Development Plan and Land Use Bylaw limit residential parcels within the agriculture district to 20 acres generally.

The Municipal Development Plan and Land Use Bylaw do not contain a maximum parcel size within the Country Residential district. An Area Structure Plan would be required as the lot would be considered a multi-lot subdivision due to size.

Council gave first reading to Bylaw 2019-13 on June 11, 2019. The bylaw has been advertised June 25, 2019 and July 2, 2019 in the St. Paul Journal.

Alternatives

Following the Public Hearing Council may -

Give second and third reading to Bylaw 2019-13 to amend the Land Use Bylaw 2013-50 to allow for the creation of a 32 acre parcel within the Agriculture District.

Deny second reading to Bylaw 2019-13 for the request to amend the Land Use Bylaw and upholds Bylaw 2013-50.



Recommendation

Proceed to Public Hearing scheduled for 11:30 a.m. to discuss Bylaw 2019-13 to amend Land Use Bylaw 2013-50 as it relates including a notwithstanding clause under Section 7.32 where one country residential parcel with an area not exceeding 12.95 ha (32 ac) may be created on NE 34-58-10-W4 for residential purposes.

As per the direction of Council.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-13

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO AMEND THE LAND USE BYLAW 2013-50 UNDER THE JURISDICTION OF THE MUNICIPALITY.

Whereas, pursuant to section 639 of the *Municipal Government Act*, every municipality must pass a land use bylaw;

Whereas, pursuant to section 191(1) of the *Municipal Government Act*, the power to pass a bylaw under this or any other enactment includes a power to amend or repeal the bylaw;

Whereas, pursuant to section 191(2) the amendment or repeal must be made in the same way as the original bylaw and is subject to the same consents or conditions or advertising requirements that apply to the passing of the original bylaw, unless this or any other enactment provides otherwise;

Whereas, Council of the County of St. Paul No. 19 wishes to amend the Land Use Bylaw 2013-50.

Now Therefore, Council of the County of St. Paul No. 19, in the Province of Alberta, duly assembled, amends the Land Use Bylaw 2013-50 as follows:

7.32 SINGLE LOT SUBDIVISIONS FOR COUNTRY RESIDENTIAL DEVELOPMENT

- (1) In the Agriculture (A) District, up to four (4) parcels for country residential use may be subdivided out of each quarter section provided the quarter section is a minimum of 60 ha (148 ac) in size and provided, further, that the total area of such parcels does not exceed 8 ha (20 ac). If the quarter section is less than 60 ha (148 ac) in size but more than 45 ha (111 ac) in size, the total area of such parcels may not exceed 6 ha (15 ac). If the quarter section is less than 45 ha (111 ac) in size but more than 30 ha (74 ac) in size, the total area of such parcels may not exceed 4 ha (10 ac). If the quarter section is less than 30 ha (74 ac) in size, the total area of such parcel may not exceed 2 ha (5 ac). Such country residential parcels may include any combination of farmsteads and vacant parcels, and may include one (1) fragmented parcel.
 - a. Notwithstanding 7.32(1), one country residential parcel with an area not exceeding 12.95 ha (32 ac) may be created on NE 34-58-10-W4M.
- (5) Notwithstanding subsection (3) and (4) above a country residential use parcel shall not be less than 0.4 ha (1 ac) in size and not more than 4.04 ha (10 acres) in size for vacant agricultural parcels and 8.09 ha (20 ac) in size for existing yard sites. However, the total area of all single lot country residential use parcels on a quarter section, including the area of any fragmented parcel which is used for country residential purposes, shall not exceed the number of hectares indicated in section 1 above. The use of more land within one quarter section for country residential use shall be considered multi-lot country residential development, even if it is for only one lot, and will require amendment to the Land Use Bylaw before such development can be approved by the County.

- i. Notwithstanding 7.32(5), one country residential parcel with an area not exceeding 12.95 ha (32 ac) may be created on NE 34-58-10-W4M and not be considered multi-lot country residential development.

8.2 AGRICULTURE (A) DISTRICT (4)

- c. Maximum Lot Size For Country Residential Use – Shall be 4.04 ha (10 acres) on vacant agricultural land, and 8.09 ha (20 acres) on existing yard sites, notwithstanding farmstead separations as defined by this bylaw.
- i. Notwithstanding 8.2(4)(c), one country residential parcel with an area not exceeding 12.95 ha (32 ac) may be created on NE 34-58-10-W4M.

Read a first time in Council this 11th day of June, A.D. 2019.

Advertised in the St. Paul Journal the weeks of June 25, 2019 and July 2, 2019.

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.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: July 9, 2019

7.3. 1:00 pm – Laurie Starman, Lot 8, Block 4, Plan 7920741

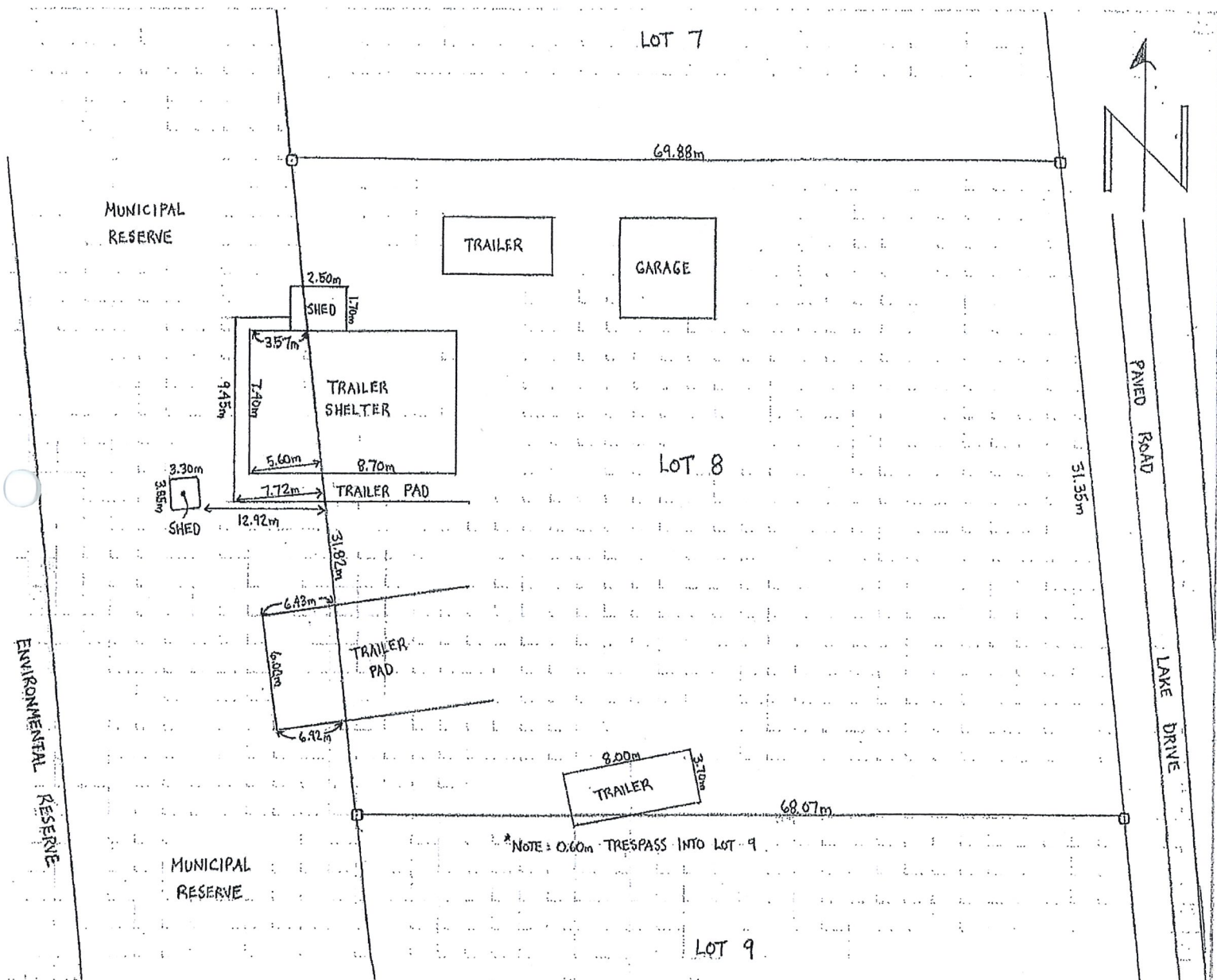
Request

The owners of Lot 8, Block 4, Plan 7920741 at Lottie Lake were given notice to remove their structures from the MR in front of their property by September 2017. Due to health reasons, they were granted an extension to July 15, 2019 to remove the structures. The Starman's will be requesting an encroachment agreement.

Alternatives

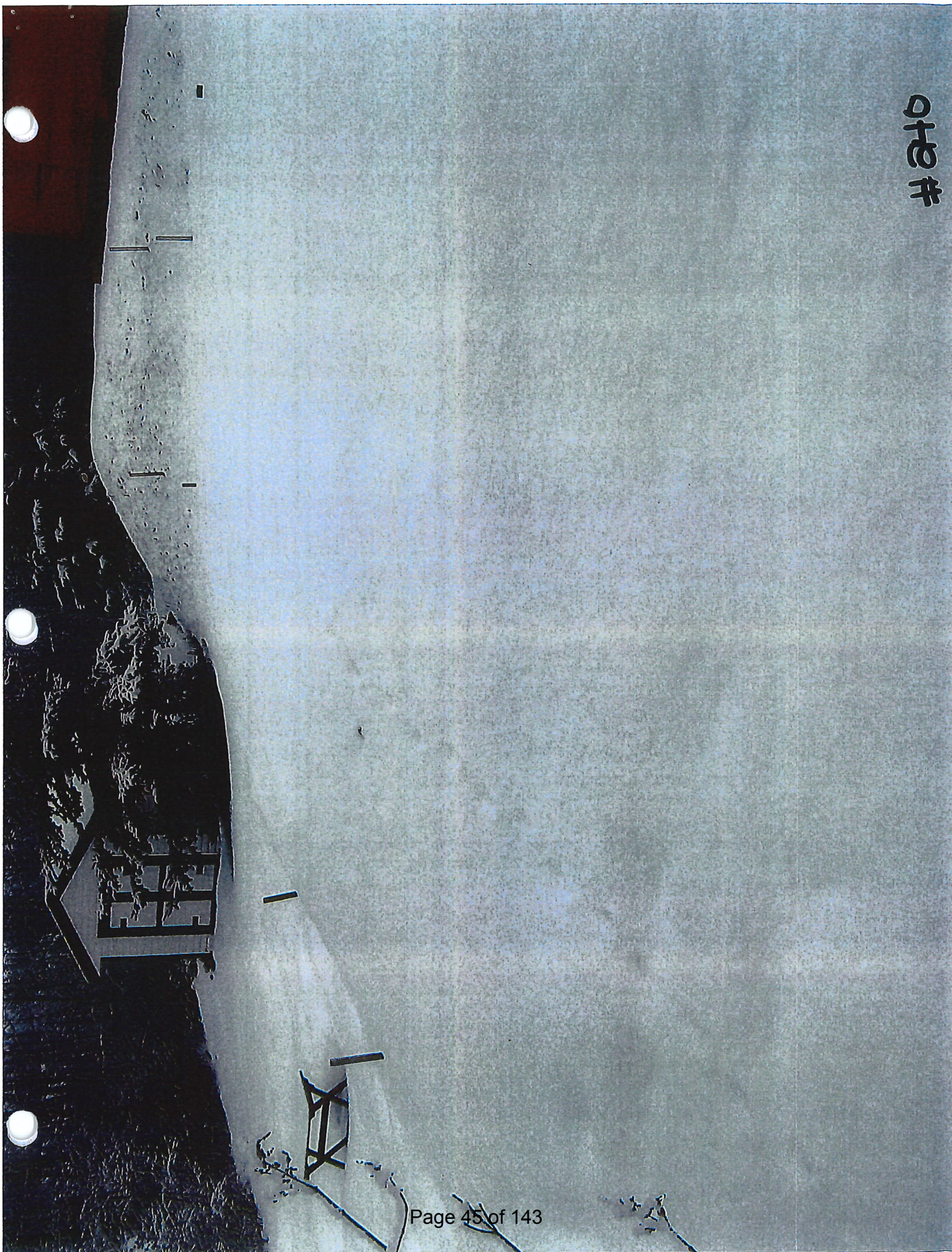
Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant

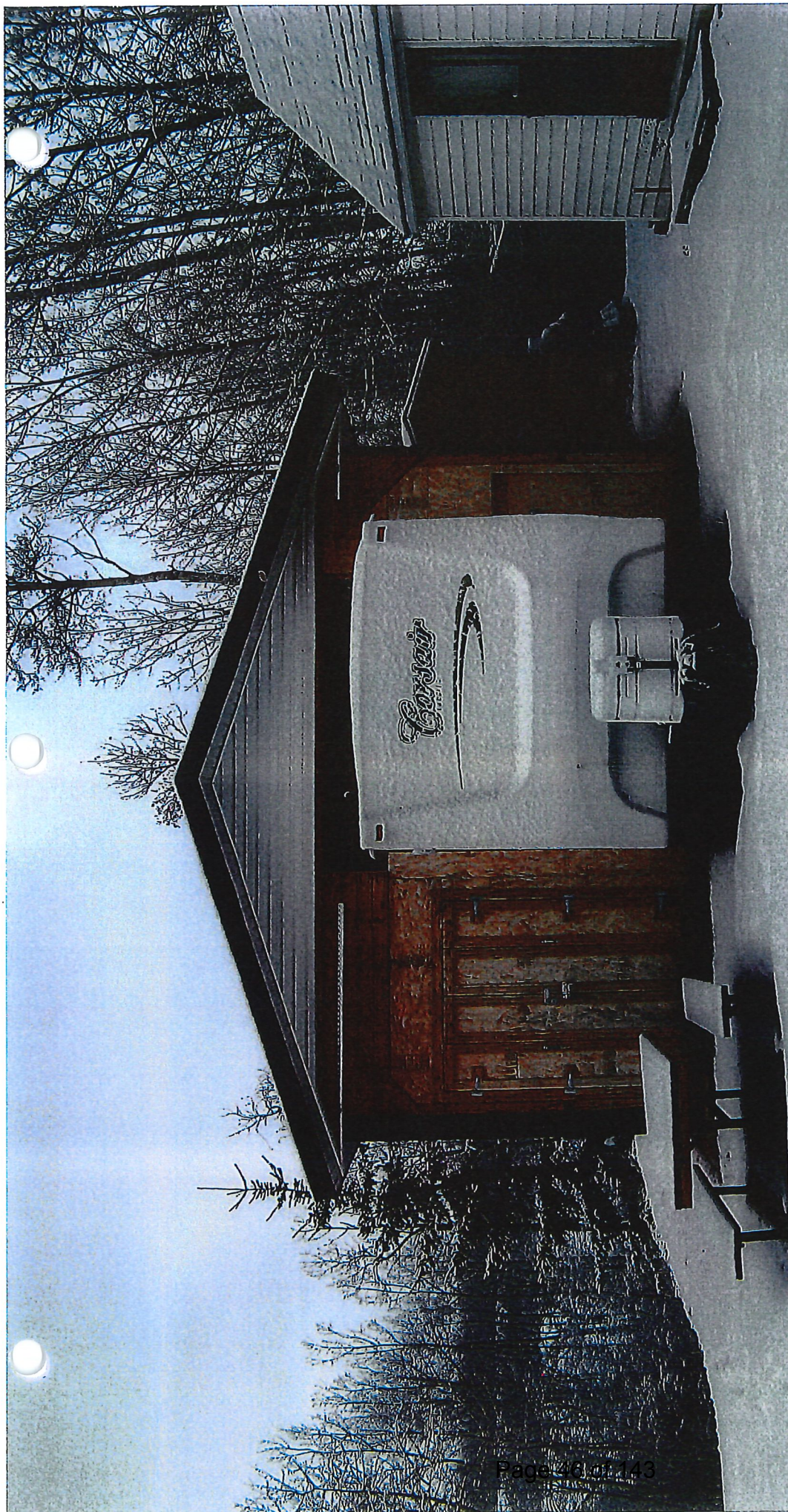




0709#



#244





#248



Request for Decision

Council Meeting: July 9, 2019

7.4 1:45 pm - Bylaw 2019-11 Land Use Bylaw Amendment Regarding District of Lot 1, Block 2, Plan 1120579

Request

At the May 28, 2019 Public Works meeting, Council gave Bylaw 2019-11 first reading. The landowner wishes to re-district the parcel to an Industrial/Commercial district.

On June 19, the developer hosted a public consultation. The notes from that public consultation are attached. Letters were sent to 25 adjacent parcels.

Alternatives

Following the Public Hearing Council may –

Give Bylaw 2019-11 second and third reading.

Defeat a motion for second or third reading to Bylaw 2019-11 to amend the Land Use Bylaw 2013-50 Part 10 to include Lot 1, Block 2, Plan 1120579 within the Industrial Commercial District.

Recommendation

Proceed to Public Hearing scheduled for 1:45 pm to discuss Bylaw 2019-11 to amend Land Use Bylaw 2013-50 Part 10 to include Lot 1, Block 2, Plan 1120579 within the Industrial Commercial District.

As per the direction of Council.

Submitted by: Krystle Fedoretz, Director of Planning and Development

Public Consultation Notes
Redistricting of Lot 1, Block 2, Plan 1120579 from Agriculture to Industrial Commercial
June 19, 2019 – County of St. Paul Administration Building

8 Members of the public were in attendance as well as 4 representatives of the project.

Much of the discussion included information gathering from the public regarding the project operations. The public consultation was generally positive.

1. General Operations

- a. A micro-cultivation cannabis operation is being proposed. It is a small scale (less than 200m²).
- b. Production is organic for recreational use.
- c. The facility will not be visible from the roadway as it is sited behind a hill.
- d. Operations include 3 employees.
- e. Water will be sourced from groundwater (well) and treated with reverse osmosis. Wastewater will be handled by a treatment field.
- f. The project is proposed to start in August with production starting after Federal approval (about 1 year after construction).
- g. Lands not utilized in relation to the production facility will remain for agricultural production.

2. Community Safety

- a. Security concerns regarding increased crime as a result of the facility
 - i. An RCMP liaison is required as part of the approvals process. There is a higher security requirement with an increased RCMP response time.
 - ii. On-site security includes security fencing, monitoring, lighting, multiple locked doors and video surveillance.
 - iii. There will be no advertising signage.
 - iv. No on-site sales will occur.

3. Aesthetics

- a. Facility is proposed to be hidden from view behind trees and natural topography.
- b. Light pollution is minimized as outdoor lighting will be focused for security purposes. No windows are proposed on the structure.
- c. Odour is controlled through the use of a carbon filtration system. No odour will be present outside of the facility. Should there be odour detectable outside the facility, Health Canada can be contacted.

4. Opposition

- a. Two residents who attended are opposed to all cannabis production facilities within the County.

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):

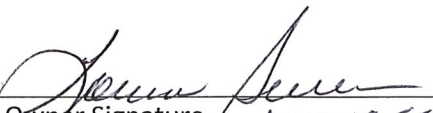
☒ I am the registered owner; or

☐ 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

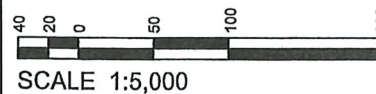
LEGEND:

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



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

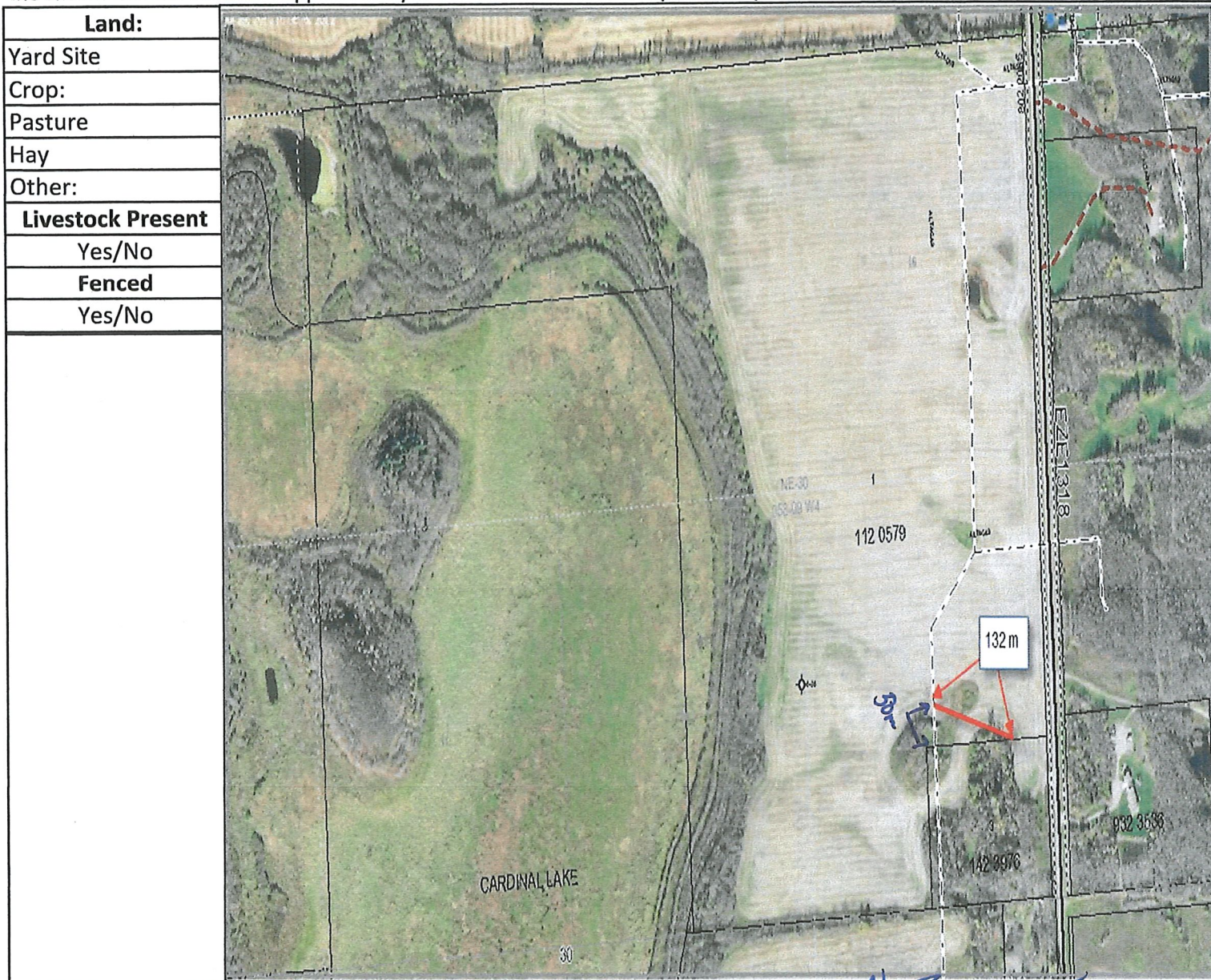
TO: Dan Severin

Date: July 8th, 2015

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

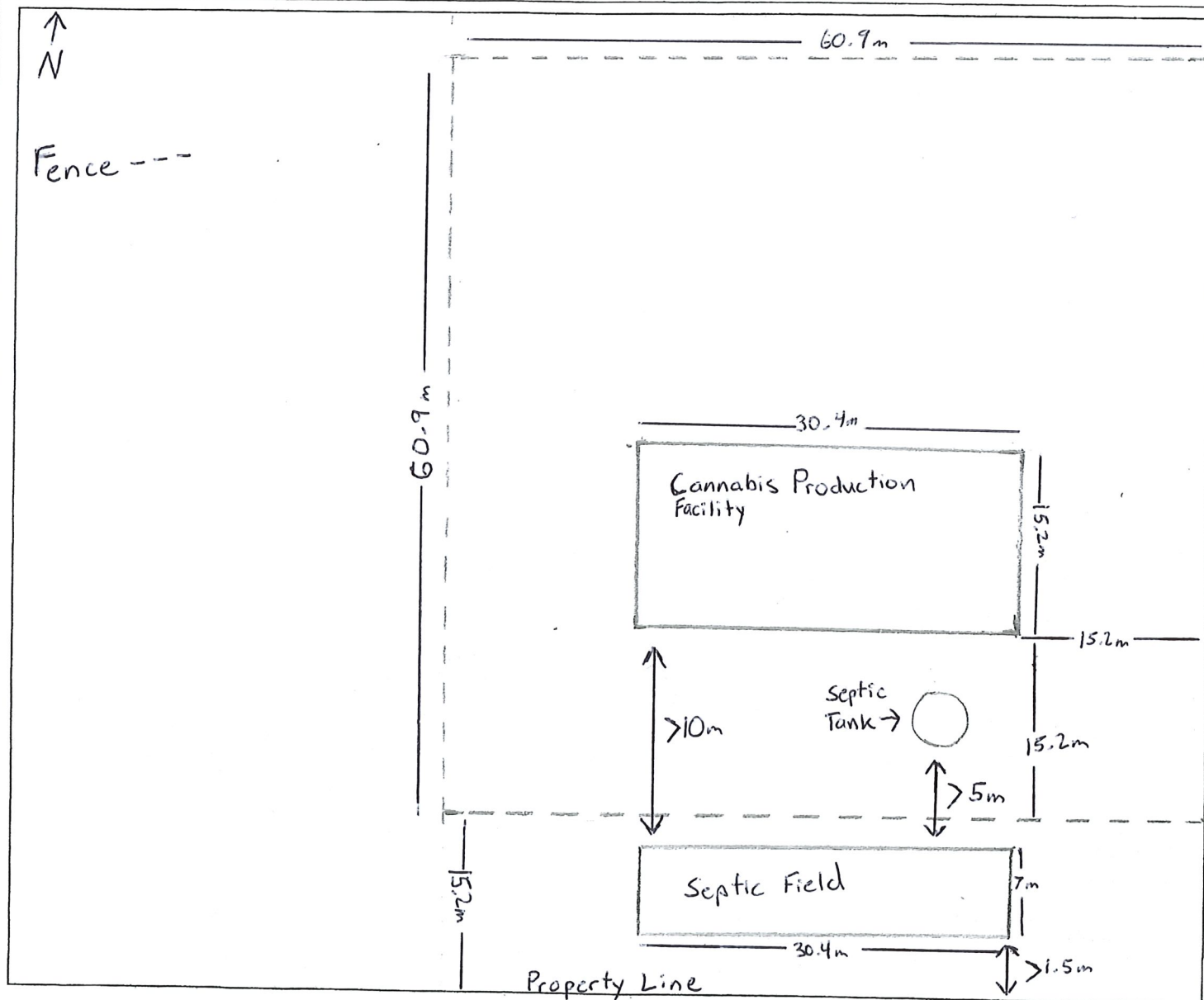
Will Evans (780)920-9773

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. 2019-11

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

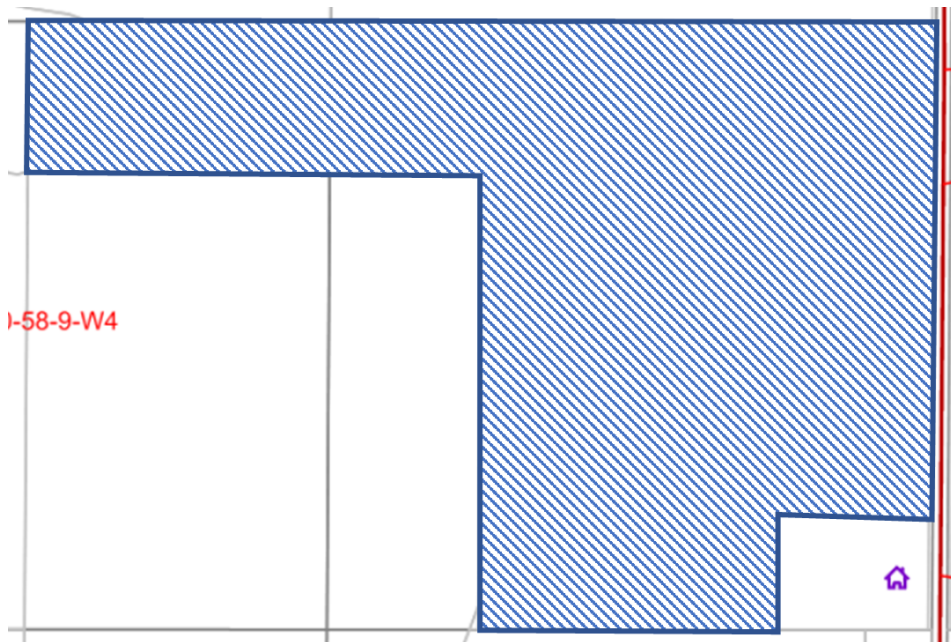
WHEREAS, it is deemed expedient to amend the Land Use Bylaw of the County of St. Paul as set out in the Municipal Government Act, 2000 as amended.

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 28th day of May, A.D. 2019.

Advertised in the St. Paul Journal the weeks of June 25, 2019 and July 2, 2019.

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.

Reeve

Chief Administrative Officer
Page 57 of 143



Request for Decision

Council Meeting: July 9, 2019

7.5. 2:00 pm – Sgt. David Henry, Elk Point RCMP

Request

Sgt David Henry with the Elk Point RCMP will be in to introduce himself to Council and to discuss the Community Priority Issues.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: July 9, 2019

8.1 2019 Strategic Plan – 2nd Quarter

Request

The 2019 Strategic Plan which has been updated for the 2nd quarter will be forwarded under separate cover.

Alternatives

Recommendation

Administration is recommending that Council accept the 2nd Quarter of the 2019 Strategic Plan as information.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: July 9, 2019

8.2 Amend Budget Narrative

Request

At the May 28, 2019 Public Works Meeting, Council made a motion to proceed with GBC and Double Chip Seal on 18.5 kilometres on TWP Rd 590 from highway 36 to Secondary Highway 881 at a cost of \$2,194,839. This project does not affect the bottom line in the budget but it requires a transfer of expense from PW Capital to the PW Operating budget.

At the June 11 Council Meeting, Council made a motion to approve additional capital purchases in the amount of \$146,000 to be funded from reserves for future expenditures.

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

Recommendation

Motion to approve the updated Budget Narrative with the changes resulting from approval of the additional capital purchases in the amount of \$146,000 as well as the approval of the GBC and Double Chip Seal for 18.5 kilometres on TWP Rd 590 from Highway 36 to Secondary Highway 881.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: July 9, 2019

8.3 AlphaBow Energy Ltd request to Waive Penalties on Outstanding Property Taxes

Request

AlphaBow Energy Ltd. is a private company with shallow natural gas wells in Central Alberta. They are facing financial pressures and are requesting that the County work with them to help alleviate some of these pressures. In their letter, they indicated that Municipal Affairs is currently reviewing how assessment values for linear properties are determined.

AlphaBow's 2019 property taxes for the County of St. Paul are \$9,358.46 on 3 rolls. They paid 10% of the taxes on each tax roll on June 26th. They are suggesting that they will pay another 20% of their outstanding property taxes and agree to pay the remaining amount when the reassessments are completed, if Council will defer all remaining taxes and waive any penalties.

Alternatives

Recommendation

Administration is recommending denying the request from AlphaBow Energy Ltd. to defer the remaining property taxes and waive the penalties.

Submitted by: Phyllis Corbiere, Executive Assistant



Letter to Each Affected Municipality

June 24, 2019

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

Dear County of St. Paul,

AlphaBow Energy Ltd. (Alphabow) is a private company with significant investments in shallow natural gas wells in Central Alberta. We directly employ a total of 108 Albertans in Alberta across various communities in the Province including in the municipality of **County of St. Paul** plus sources many additional local services through our operational activities who employ local Albertans.

As you are aware, oil and natural gas producers throughout Alberta are facing tremendous pressure in the current price environment. Natural gas prices have collapsed from a high of \$5.15/GJ in 2014 to \$0.80/GJ (avg) in April 2019 and trading at 0.11\$/GJ on June 21, 2019. Benchmark oil prices and differential spreads have also been extremely volatile with December 2018 realized heavy oil prices deteriorating to less than \$16/bbl to which we deduct our cash costs of operations. 90% of AlphaBow's properties currently generate net negative operating income at the field level prior to head office overhead. The current municipal taxes levied on these assets not only make the Company's survival situation worse but could be fatal. This situation has already led to several high-profile bankruptcies and continues to put many more oil and gas producers at risk, including AlphaBow.

In **County of St. Paul**, AlphaBow has been assessed a total of **\$9,358.46** of total municipal taxes for 2019 which represents a significant portion of our commodity revenue directly in **County of St. Paul**. Due to these substantial and unsustainable low oil and gas revenues in 2018 and into 2019 we are paying a significant amount of our total revenues in municipal taxes. On top of that we must pay onerous surface lease rental payments, other government levies and taxes, and the actual cash operating costs to keep these wells operational to produce out minerals and royalties.

In light of this pricing catastrophe and the reality that the productive and fair market value of these taxed assets is substantially lower than the municipal assessed value, we understand that Municipal Affairs is currently undertaking an assessment model review of the *Minister's Guidelines for Linear Property*, including a review of how assessment values for linear property is determined; we also note that Perpetual Energy has initiated a reference application to set aside the *2018 Ministerial Guidelines* (collectively, the "**Reassessments**").

AlphaBow Energy Ltd.

1800, 222 – 3rd Avenue SW, Calgary, AB T2P 0B4
Main Phone: 587-393-5059
Fax: 587-393-5060

AlphaBow will make to you a payment of 10% of its total tax obligation on or prior to the roll due date. AlphaBow further proposes that in exchange for an immediate 20% further payment of outstanding tax obligations and an agreement to pay the remaining amount when the Reassessments are fully and finally concluded, that you defer all remaining roll taxes and agree to waive any fees, interest, penalties or others costs that may otherwise have accrued thereon.

AlphaBow recognizes that municipal budgets fund important services and that the budgets of rural municipalities in Central Alberta are already very stretched. AlphaBow wants to be a long-term partner to you and pay a sustainable fair share of its revenue to these municipalities as it relates to what is practicable and affordable. When gas prices were higher in prior years, these rates could be sustainable and paid. Unfortunately, today the taxation structure is not sustainable nor fair and paying these taxes will be putting AlphaBow out of business will only exacerbate the budgetary problems of rural municipalities.

We welcome a discussion of alternative arrangements that will allow job providing, tax paying oil and gas producers, such as AlphaBow, to survive this downturn and also contribute to the funding of important services provided by rural municipalities such as yourselves.

Sincerely,



Shuo (Marshall) Shi
Chief Executive Officer and Director
AlphaBow Energy Ltd.

Vendor: 22224 COUNTY OF ST. PAUL

CHEQUE NO. 1307468

DATE June 26, 2019

Invoice	Date	Voucher	Description	Net Amount
2019 WITHOLDING 90%	2019/05/10	API 5660		(\$8,422.61)
60002100	2019/05/10	API 5589		\$7,344.24
66060001	2019/05/10	API 5589		\$106.31
66090008	2019/05/10	API 5589		\$1,907.91
Remittance - Detach Before Depositing				\$935.85

COUNTY OF ST. PAUL
5015 - 49 AVENUE
ST. PAUL AB T0A 3A4 CA

Remittance - Detach Before Depositing

\$935.85

AlphaBow Energy Ltd.
1700, 222 - 3rd Avenue SW
Calgary, AB
T2P 0B4

TD Canada Trust
340 5th Ave SW
Calgary, AB
T2P 0L3

1307468

2019 - 06 - 26
DATE Y Y Y Y M M D D

PAY ***\$935 DOLLARS 85 CENTS ***

\$ 935.85
Canadian Dollar Funds
AlphaBow Energy Ltd.

TO
THE
ORDER
OF
COUNTY OF ST. PAUL
5015 - 49 AVENUE
ST. PAUL AB T0A 3A4 CA

VOID



Request for Decision

Council Meeting: July 9, 2019

8.4 LRA Rodeo Cleanup Fundraiser

Request

Administration advertised for groups to assist with cleanup after the LRA Rodeo Performances from August 29 to September 2. The successful group will work with a club selected by the Town of St. Paul and will receive a \$1,250 honorarium as well as the right to work the Rodeo Supper in 2020.

We have received applications from the following groups to work this fundraiser -

- Elk Point 4-H Beef Club
- Mallaig Minor Hockey
- St. Paul Football Club
- St. Paul Gymnastics Club

As per policy ADM-46 groups may apply for funding once every three years. None of these groups have been awarded this fundraiser in the past three years.

Alternatives

Recommendation

Council to select one group for the LRA Fundraiser.

Submitted by: Phyllis Corbiere, Executive Assistant

Phyllis Corbiere

From: kcowranch@gmail.com
Sent: Sunday, June 30, 2019 3:11 PM
To: Phyllis Corbiere
Subject: RE: LRA Cleanup

Hi Phyllis,

Thank you for the information on the LRA Cleanup Fundraiser.

The Elk Point 4-H Beef Club would like to submit their application to do the clean up this year for the 6 rodeo performances.

The members would be using the funds to do some "field trips" for agricultural learning purposes. At the top of the list is to travel to the University of Saskatchewan to tour the Western College of Veterinary Medicine! This trip would require the cost of transportation and accommodations for the members.

We thank the County in advance for their consideration of our club for this fundraising opportunity.

Sincerely,

Janice Wirsta
General Leader
Elk Point 4-H Beef Club

From: Phyllis Corbiere <pcorbiere@county.stpaul.ab.ca>
Sent: June 24, 2019 11:21 AM
To: kcowranch@gmail.com
Subject: LRA Cleanup

Phyllis Corbiere
Executive Assistant
County of St. Paul No. 19
5015 49 Avenue, St. Paul, AB T0A 3A4

P: 780-645-3301 ext. 203
E: pcorbiere@county.stpaul.ab.ca



Our Mission – To create desirable rural experiences

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Phyllis Corbiere

From: Brett Scrannage <sabpb@telus.net>
Sent: Saturday, June 29, 2019 10:01 PM
To: Phyllis Corbiere
Subject: Rodeo Clean up

Phyllis,

Hi

This is Pauline Scrannage, I'm the president of the St.Paul Gymnastics Club.

The club would like to apply for the Rodeo clean up. We are a nonprofit club that provides gymnastics for both town and county kids.

The club has been up and running for 6 years.

If we are lucky enough to be selected, the money from this year and the profits from next years Rodeo supper will go towards updating and adding new equipment.

Thank you

If you have any questions for us or need more information, please contact me.

Cell.

Sent from my iPhone

Phyllis Corbiere

From: Jolene Fodness <fodnjole@sperd.ca>
Sent: Monday, July 01, 2019 4:11 PM
To: Phyllis Corbiere
Subject: Rodeo clean up/supper

On behalf of the St. Paul Football Club, I would like to put forward our club to be considered for the rodeo 2019 cleanup and subsequent supper working group for 2020.

Sincerely,

Jolene Fodness

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Good afternoon Phyllis

The Mallaig Minor hockey would like to put in an application again this year to do the rodeo clean up. We would use the funds towards our arena renovation project again. We would be working with the Mallaig AG Society board to ensure ample volunteers to do the job and do it well. Thank you for considering our application.

Amanda Amyotte
Mallaig Ag Society President



Request for Decision

Council Meeting: July 9, 2019

8.5 St. Paul Rec Board Member at Large

Request

Administration advertised for a member at large for the St. Paul Rec Board to replace the member who stepped down as he was unable to fulfill his commitments on the board.

We have received applications from the following people -

- Calvin Leckie, Division 3
- Dan Reid, Division 4
- Danny Weinmeier, Division 5
- Laurier Feland, Division 6

Alternatives

Recommendation

Council to appoint one member at large to the St. Paul Rec Board for the remainder of the term until 2021.

Submitted by: Phyllis Corbiere, Executive Assistant

Phyllis Corbiere

From: calvin leckie <cleckie@yahoo.com>
Sent: Tuesday, June 18, 2019 6:47 PM
To: Phyllis Corbiere
Subject: Member-at-Large St. Paul Recreation Board

I would like to take this opportunity to apply for the position of County of St. Paul Member-at-Large St. Paul Recreation Board.

I am semi retired and have time to give back to the community. I see this position as one way I can do so. I have resided in the County of St. Paul for the past twenty five years.

I am well suited for this position. I have been involved in recreation for almost thirty years as the Head Instructor of St. Paul Karate-Do. When my children were young I was involved in coaching their hockey and baseball teams, as well as being a leader and assistant leader with the Elk Point 4-H club. My education includes a Bachelor of Education and a Master's Degree in Integrated Studies. My Master's degree, completed in 2005, included courses in Community Development and Program Planning.

I taught and was a school principal for ten years, a Portage College instructor and program coordinator for fifteen years and a Child and Youth Development Coordinator for Alberta Health Services for two and a half years. You may also recall that I was the Returning Officer for the County of St. Paul Municipal Election in 2013.

I have served on various boards and committees including:

- Alberta Community and Social Services Appeal Secretariat as a member and chair of AISH and AIS Appeal Hearings, May 2014 to present,
- My.Health Alberta Public Advisory Group for the My.Health Alberta Website, Apr 2013-Jan 2015,
- Portage College Board of Governors, 2000 – 2002.

My combination of education, work experience and involvement in recreation have developed my interpersonal skills, my ability to work with others and my ability to learn quickly and to apply my learning.

As you can see from this abridged listing of my skills and background I would make an excellent member of the Recreation Board.

Calvin Leckie

Phyllis Corbiere

From: Daniel Reid
Sent: Wednesday, June 26, 2019 9:47 AM
To: Phyllis Corbiere
Subject: Rec Board Member application

Phyllis,

I would like to be on this board for the following reasons.

- We have children enrolled in many recreational teams and activities
- I am directly involved in the Skatepark Society as a founding member and President
- I want to be involved in the maintenance and upkeep of this facility moving forward
- I am a coach in baseball and hockey
- I play hockey and enjoy many of our recreational facilities
- We are committed to making the community's and our recreation as good as it can be

Daniel Reid P. Tech (Eng.)

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

P: 780-645-3006 ext. 234
M: 780-645-1646
E: dreid@county.stpaul.ab.ca



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Phyllis Corbiere

From: Laurier Feland <oneeyescontracting@hotmail.ca>
Sent: Monday, July 01, 2019 9:14 PM
To: Phyllis Corbiere
Subject: County of St.Paul Member-at-Large / St.Paul Rec Board

To whom it may concern,

I am writing today to apply for the position, County of St.Paul Member-at-Large for Town of St.Paul Rec Board.

My reason for wanting to join this committee is that I have an interest in all things involving recreation and feel that I have good background experience for this roll.

I have lived in the county my entire life (43 years). I have been married to my amazing wife Tarah (nee Poulin) for 22 years. Together we have 5 beautiful children aged 21,19,17,14 and 12. We own and operate 2 businesses, Mallaig General Store and Champion Furnace Cleaning.

Through the kids sports years I have had the privilege of visiting many of the County and Town of St.Paul recreation facilities. (ie: hockey arenas, curling rinks, ball diamonds, swimming pool, school gymnasiums) I am super proud of the facilities that the Town of St.Paul and County area hamlets/towns offer and know that facilities are not cheap to operate and require lots of funding and user groups to be sustainable.

I have served and still serve on a few boards in my Hometown of Mallaig.

- *Mallaig Minor Hockey Board: 12 years in many capacities including 3 years as President

- *Mallaig Ag and Rec Board approximately 5 years served

- *Mallaig Chamber of Commerce. 2 years as President (Current)

- *Member of Mallaig Fire Dept 2 years (Current)

- *I have coached my kids in most of the sports they have been involved with; hockey, baseball, club volleyball

If chosen to be a member of this board I will be dedicated to helping in any way I can and offering my opinion based on the many experiences I have had throughout the many years of volunteering on the boards previously mentioned.

I thank you for taking the time to consider my application and look forward to hopefully being a member of the Town of St.Paul Rec Board.

Regards,

Laurier Feland

Phyllis Corbiere

From: Danny Weinmeier
Sent: Monday, July 01, 2019 4:57 PM
To: Phyllis Corbiere
Subject: St. Paul Recreation Board

Please accept this as my request to become a Member at Large, representing the County of St. Paul, for the St. Paul Recreation Board.

I come from a very athletic family that promotes physical activity, outdoor recreation as well as supporting local communities.

I have extensive experience playing and managing both youth and adult sports such as hockey, baseball and slo-pitch. I have organized and volunteered for hundreds of tournaments and leagues over the past 30 years. I was a lead coordinator for the Ashmont Quad Rally for over 25 years which attracted up to 800 participants for most of those years. I have helped and overseen the care of the grounds and facilities in both Boscombe and Ashmont for over 30 years as well.

I feel that I will be a good fit for this role as I am determined to see sports and outdoor recreation evolve in the County. I feel that I have some great ideas that could be implemented to attract even more recreational activities to the area.

I am willing to commit my time and energy to this Board and contribute to the overall success that will enhance activities in St. Paul and surrounding areas.

Thank you for the consideration,

Danny Weinmeier



Request for Decision

Council Meeting: July 9, 2019

8.6 Intermunicipal Subdivision and Development Appeal Board Member at Large

Request

Bernie Hughes, resident of Division 5, has submitted his name to sit as a member at large on the Intermunicipal Subdivision and Development Appeal Board.

Mr. Hughes has indicated that he has experience working for the County of St. Paul, the Provincial Government, Telus and ATCO.

Alternatives

Recommendation

Administration is recommending to appoint Bernie Hughes to sit as a member at large on the Intermunicipal Subdivision and Development Appeal Board, until the fall of 2021.

Submitted by: Phyllis Corbiere, Executive Assistant

Phyllis Corbiere

From: Bernie <61ranchero@gmail.com>
Sent: Wednesday, June 12, 2019 7:52 AM
To: Phyllis Corbiere
Subject: SubdivisionandDevelopmentAppealBoardMember

I am interested in this position.

My interests are to be involved at a local government level to be part of the decisions processes for our area.

I have had experience working for the County of St. Paul almost 40 years ago, provincial government, TELUS and ATCO.

My Cell number is

Regards

Bernie Hughes



Request for Decision

Council Meeting: July 9, 2019

8.7 St. Paul Elk Point Regional Inter-Municipal Subdivision and Development Appeal Board Agreement

Request

The St. Paul Elk Point Inter-Municipal Subdivision and Development Appeal Board Agreement is being presented to Council for approval with the following amendment to item 8.4:

If an appeal is ~~adjourned~~ **recessed** for any reason following the submission of evidence, the appeal hearing may be rescheduled for another day. However, only those Members present at the original hearing shall render a decision on the matter.

The Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay have approved the agreement.

Alternatives

Recommendation

Administration is recommending approving the St. Paul Elk Point Inter-Municipal Subdivision and Development Appeal Board Agreement effective June 1, 2019, with the amendment to item 8.4

Submitted by: Phyllis Corbiere, Executive Assistant

AN AGREEMENT DATED THIS 1st DAY of JUNE 2019

BETWEEN

THE COUNTY OF ST. PAUL NO. 19

(the "County")

And

THE TOWN OF ST. PAUL

(the "Town")

And

THE TOWN OF ELK POINT

("Elk Point")

And

THE SUMMER VILLAGE OF HORSESHOE BAY

(the "Summer Village")

(hereinafter collectively referred to as the "Municipalities")

**ST. PAUL – ELK POINT REGIONAL INTER-MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD
JOINT AGREEMENT**

WHEREAS Section 627 (1)(a) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, requires that municipalities establish a subdivision and development appeal board by bylaw; and

WHEREAS Section 627(1)(b) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, authorizes municipalities to enter into an agreement to establish an inter-municipal subdivision and development appeal board; and

WHEREAS the Municipalities have determined that it is desirable to establish an intermunicipal subdivision and development appeal board for the purposes of hearing appeals in the St. Paul – Elk Point Region.

NOW THEREFORE, in consideration of the premises and mutual terms, conditions, and covenants to be observed and performed by each of the parties hereto, the Municipalities agree as follows:

1.0 DEFINITIONS

- 1.1 a) "Act" means the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended from time to time;
- b) "Appellant" means a person who, pursuant to the Act, has served a notice of appeal to a municipality that is a member of the ISDAB;

c) "Clerk" means the person(s) appointed to act as the clerk for the ISDAB as per Section 4.2 of this Agreement;

d) "Council" means a Council, elected pursuant to the Act, of any of the Municipalities;

e) "Development Application" means an application made to the Development Authority in accordance with a municipality's Municipal Development Plan and Land Use Bylaw to obtain a development permit;

f) "Development Authority" means the person(s) established under each municipality's respective Land Use Bylaw to perform the functions of a development authority under the Act;

g) "Inter-municipal Subdivision and Development Appeal Board (ISDAB)" means the appeal board established by the Municipalities by this Agreement pursuant to Section 627(1)(b) of the Act;

h) "Land Use Bylaw" means a Bylaw adopted as a Land Use Bylaw pursuant to the Act. Each municipality under this Agreement shall have their own unique Land Use Bylaw;

i) "Member" means an appointed member of the ISDAB;

j) "Municipalities" means the County of St. Paul, Summer Village of Horseshoe Bay, Town of Elk Point, and Town of St. Paul, individually or collectively, as the context requires;

k) "Subdivision Application" means an application established under the Subdivision and Development Regulation in accordance with the Municipality's Land Use Bylaw to obtain a subdivision approval; and

l) "Subdivision Authority" means the persons established under each municipality's respective Subdivision Authority Bylaws to perform the functions of a Subdivision Authority under the Act.

1.2 All other terms used in this Agreement shall have the meaning assigned to them in the *Municipal Government Act*, as amended from time to time.

2.0 ISDAB ESTABLISHMENT

2.1 Upon the execution of this Agreement, the ISDAB is hereby established.

2.2 The ISDAB shall hear all appeals from all decisions made by the Municipalities' Development and Subdivision Authorities.

2.3 The ISDAB has all the powers, duties, and responsibilities of a Subdivision and Development Appeal Board under the Act and the *Subdivision and Development Regulations* passed pursuant to the Act.

3.0 ISDAB MEMBERSHIP

- 3.1 The ISDAB shall consist of four (4) Municipalities. The County and Town shall each appoint two (2) elected officials and five (5) at-large Members. Elk Point shall appoint one (1) elected official and three (3) at-large Members. The Summer Village shall appoint one (1) at-large Member. Hearings shall take place with five (5) Members.
- 3.2 Where a Member of Council is appointed to the ISDAB, their appointment shall terminate upon their ceasing to be a member of Council.
- 3.3 All appointed Members to the ISDAB must be fully trained in accordance with the Act prior to sitting for a hearing.
- 3.4 Each hearing of the ISDAB shall have a quorum of five (5) eligible Members required to attend. As each hearing is only allowed one elected official, that elected official shall not be from the Municipality where the appeal is generated.
- 3.5 Any Member appointed by the Municipalities is eligible to attend a hearing.
- 3.6 Each appointed Member of the ISDAB shall be appointed for a term of three (3) years and may be re-appointed upon the expiry of their term.
- 3.7 Members may be appointed or removed by resolution as required by the respective municipalities.
- 3.8 A Member appointed by the Municipality where the subdivision and development appeal is generated, shall not chair the hearing.
- 3.9 If applicable, each municipality's Code of Conduct will apply to their respective Members.
- 3.10 Under extraordinary circumstances, such as when a large number of Members of the ISDAB may have a potential conflict of interest or are unable to attend a hearing, Councils may appoint additional Members for a specific, short period of time to ensure the ISDAB will have a quorum, provided the additional Member is fully trained.

4.0 ISDAB CLERK

- 4.1 The position of designated officer for the limited purpose of carrying out the function of the Clerk to the ISDAB is hereby established.
- 4.2 The four Municipalities shall each appoint one (1) employee as Clerk to handle the duties of the position for the Board.
- 4.3 At their discretion, the Municipalities may elect to jointly appoint and train a non-employee as Clerk to carry out duties as required. If the Municipalities opt to do so, a contract shall be executed with the appointed Clerk that will establish a list of duties, terms of reference, and remuneration rates for the provision of Clerk duties.
- 4.4 The responsibilities of the Clerk are as follows:
 - a) Ensure that all statutory requirements of the ISDAB are met;

- b) Inform all affected parties of an appeal hearing in accordance with the *Act*;
- c) Compile all necessary documentation for distribution to the Members;
- d) Attend all ISDAB appeal hearings;
- e) Provide services for the recording of the proceedings of the ISDAB and for retention of exhibits including all written submissions to the ISDAB;
- f) Prepare the ISDAB hearing record of proceedings including the names and addresses of all parties making representations to the ISDAB;
- g) Communicate decisions of the ISDAB to the affected parties in accordance with the *Act*;
- h) Prepare orders, decisions, approvals, notices, and other items on behalf of the ISDAB; and
- i) Other duties as the ISDAB may require from time to time.

- 4.5 A Clerk appointed by the Municipality where the Subdivision and Development Appeal is generated, shall not perform Clerk service for the hearing, unless they are a non-employee contracted to perform Clerk services in accordance with section 4.3.

5.0 MEMBER REMUNERATION

- 5.1 The Municipalities shall annually, by resolution of their respective councils, establish uniform remuneration and expense rates for Members of the ISDAB.

6.0 COMPLAINT FEES


- 6.1 An appeal fee pursuant to section 481(1) of the *Act* shall be established individually by each municipality.

7.0 COSTS

- 7.1 All ISDAB costs and expenses, including the costs of Clerk services, holding the hearing, and any legal fees the ISDAB may incur, shall be paid by the Municipality where the appeal is generated.

8.0 DECISIONS

- 8.1 Only Members present for the entire ISDAB meeting shall participate in the making of the decision on any matter before it.
- 8.2 The majority decision of the Members present at the meeting shall be deemed to be the decision of the whole ISDAB.
- 8.3 The ISDAB may make its decision with or without conditions in accordance with the *Act*.

- 
recessed
- 8.4 If an appeal is ~~adjourned~~ for any reason following the submission of evidence, the appeal hearing may be rescheduled for another day. However, only those Members present at the original hearing shall render a decision on the matter.

9.0 APPEAL HEARINGS

- 9.1 ISDAB hearings will be held in the Municipality where the appeal is generated.
- 9.2 The ISDAB shall consider and decide all subdivision and development appeals that have been properly filed in accordance with the Act.
- 9.3 The ISDAB shall hold a public hearing respecting the appeal within thirty (30) days from the date of receipt of the written notice of appeal.
- 9.4 The ISDAB shall give notice of the hearing in accordance with the Act.
- 9.5 The ISDAB shall make available, for public inspection prior to the hearing, all relevant documents and materials respecting the appeal.
- 9.6 The ISDAB shall hear from affected parties in accordance with the Act.
- 9.7 Letters previously submitted to the Development Authority or Subdivision Authority shall not be considered by the ISDAB unless resubmitted for the appeal hearing. The author of the letter must be identified on the document.
- 9.8 The ISDAB shall hear appeals in public, but it may recess at any time to deliberate in private.
- 9.9 If the ISDAB desires at the hearing of the appeal to request further technical information, legal opinions, or other assistance, it may recess the hearing pending receipt of such information.
- 9.10 Electronic or similar recording devices shall not be used during the hearing by anyone in attendance except the Clerk.
- 9.11 The ISDAB shall make and keep a written record of its proceedings that will be in the form of a summary of the evidence presented at the hearing.
- 9.12 The ISDAB shall provide a written decision outlining its reasoning for the decision within fifteen (15) days after concluding the hearing.

10.0 GENERAL MATTERS

- 10.1 This Agreement shall remain in effect in perpetuity until updates are required.
- 10.2 Should a Municipality wish to withdraw from participation in this Agreement, they may do so by serving notice prior to April 1st of any given year, with the withdrawal taking effect on January 1st of the following calendar year.
- 10.3 In the event that a dispute arises regarding any of the clauses in this Agreement, or over a financial matter regarding the operation of the ISDAB, the Chief Administrative Officers of the Municipalities shall meet to consider the matter. The decision of the CAOs shall be final.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement as evidenced by the duly authorized signatures below:

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
CAO

TOWN OF ELK POINT

Per: _____
Mayor

Per: _____
CAO

TOWN OF ST. PAUL

Per: _____
Mayor

Per: _____
CAO

SUMMER VILLAGE OF HORSESHOE BAY

Per: _____
Mayor

Per: _____
CAO

APPENDIX A
HEARING PROCEDURE AND RULES OF CONDUCT

General Procedures

1.0 At appeal hearings, the following procedure will be followed:

- (a) The Chairperson will call for a motion to enter into a public hearing and ask if the appellant is present to speak to the appeal;
- (b) The Clerk will confirm the notice of appeal has been provided to all parties in accordance with the *Act*;
- (c) The Chairperson will ask if anyone objects to any Member hearing the appeal;
- (d) A member of staff will introduce the appeal and present the administrative report outlining the background to the appeal;
- (e) The Chairperson shall call upon the appellant to present their appeal submissions;
- (f) After identifying themselves, the appellant shall present their appeal within a reasonable time period;
- (g) The Chairperson shall then call upon any persons in attendance at the hearing that are entitled to be heard by the ISDAB under the *Act* and who wish to speak in favour of the appeal;
- (h) After identifying themselves, persons or representatives of any group or persons in favour of the appeal may address the ISDAB in turn. The ISDAB reserves the right to abbreviate repetitious oral submissions. Individuals may speak for a maximum of ten (10) minutes. One spokesperson per petition or group may speak for a maximum of ten (10) minutes;
- (i) The Chairperson shall then call upon any persons in attendance at the hearing that are entitled to be heard by the ISDAB under the *Act* and who wish to speak in opposition to the appeal;
- (j) After identifying themselves, persons or representatives of any group or persons in opposition to the appeal may address the ISDAB in turn. The ISDAB reserves the right to abbreviate repetitious oral submissions. Individuals may speak for a maximum of ten (10) minutes. One spokesperson per petition or group may speak for a maximum of ten (10) minutes;
- (k) The Chairperson shall call upon the appellant and those persons in attendance at the public hearing who spoke in favour of the appeal for any rebuttal to the points raised by those who spoke in opposition to the appeal. Rebuttal comments are restricted to addressing new points raised by those who spoke in opposition to the appeal;

- (l) After a presentation is concluded, any Member may ask the presenter relevant questions;
- (m) After all presentations from the public have been completed, any Member may ask the staff member present relevant questions; and
- (n) Following the public presentation and Member questions, the Chairperson shall close the hearing.

2.0 Following the close of the public hearing, the ISDAB shall deliberate and make its decision. The ISDAB may deliberate and make its decision in closed session.

Petitions and Letters

- 3.0 Persons signing such petitions are deemed to have had their position advanced by the petition and accordingly they may not speak unless they remove their names from the petition.
- 4.0 Individuals who have submitted a letter may only address the ISDAB on new non-repetitious information not contained in the letter.
- 5.0 With the ISDAB's approval, an individual or group may submit the written submissions as part of their presentation at the public hearing by providing copies of the same to the ISDAB at the start of their presentation.

Presentation Materials

- 6.0 The use of slides, maps, videos, and PowerPoint presentations are permitted. These materials, along with the various written submissions, become the property of the ISDAB as exhibits to the public hearing.

Introduction of Speakers

- 7.0 Persons addressing the ISDAB shall give their name, location of residence, and indicate as to whether they will be speaking on their own behalf or for another person or for a group and address the Chairperson when responding to questions or providing information.
- 8.0 A person who does not identify themselves will not be given the opportunity to address the ISDAB.

Conduct at Hearings

- 9.0 Members of the public in attendance at a hearing shall:
 - (a) Address the ISDAB through the Chairperson;

- (b) Maintain order and quiet;
 - (c) Not applaud or otherwise interrupt any speech or action of the Members or any other person addressing the ISDAB.
- 10.0 The Chairperson may order a member of the public who disturbs or acts improperly at a hearing by words or actions to be expelled.
- 11.0 A Member wishing to speak at a hearing shall obtain the approval of the Chairperson before speaking.
- 12.0 When a Member or member of the public is addressing the Chairperson, every other Member shall:
- (a) Remain quiet and seated;
 - (b) Not interrupt the speaker except on a point of order querying whether proper procedure is being followed;
 - (c) Not carry on a private conversation;
 - (d) Not cross between the speaker and the Chairperson.

Pecuniary Interest

- 13.0 For the purpose of this Agreement, the term "Member's Family" shall have the same meaning as the term "Councillor's Family" under Section 169 of the Act.
- 14.0 No Member shall participate in the hearing of any matter before the ISDAB in which the Member has a pecuniary interest.
- 15.0 A Member has a pecuniary interest in a matter if:
- (a) The matter could monetarily affect the Member or an employer of the Member; or
 - (b) The Member knows or ought to know the matter could monetarily affect the Member's Family.
- 16.0 For the purposes of determining whether a Member has a pecuniary interest in the matter before the ISDAB, the provisions of Section 170(3) of the Act shall apply, substituting the term "Member" for "Councillor."
- 17.0 Where a Member has a pecuniary interest in the matter before the ISDAB, the Member shall:
- (a) Disclose the nature of the pecuniary interest to the Chairperson and Clerk of the ISDAB;
 - (b) Abstain from participating in the appeal hearing;
 - (c) Abstain from any discussion of voting on the matter;
 - (d) Be absent from the room in which the appeal is heard, except to the extent that the Member is entitled to be heard before the ISDAB as an appellant or person affected by the matter before the ISDAB.

- 18.0 Where Council becomes aware of a breach of these provisions by a Member of the ISDAB, the Council shall review the facts of the case and decide as to whether the Member, in the opinion of Council, has breached pecuniary interest provisions of this Appendix.
- 19.0 Where, after its review pursuant to Section 18.0, the appointing Council determines that a breach of the pecuniary interest provisions has occurred, Council may rescind the Member's appointment to the ISDAB.

Confidentiality and Commitment

- 20.0 A Member of the ISDAB shall:
- (a) Not discuss any matter under appeal with any party to that appeal, outside of the formal hearing process;
 - (b) Keep closed sessions discussions as well as any legal advice discussed within the ISDAB confidential, except where required to disclose the information by law;
 - (c) Attend all ISDAB hearings to which they have been assigned unless prior written consent has been received from the Chairperson;
 - (d) Participate in the deliberation and decision-making process on all matters to which he or she has been assigned and has attended the public hearing for.
- 21.0 Where, after its review pursuant to Section 20.0, the appointing Council determines that a breach has occurred, Council may rescind the Member's appointment from the ISDAB.



Request for Decision

Council Meeting: July 9, 2019

8.8 St. Paul Elk Point Inter-Municipal Assessment Review Board Agreement

Request

The St. Paul-Elk Point Inter-Municipal Assessment Review Board Agreement is being presented to Council for approval. The Towns of St. Paul and Elk Point and the Summer Village of Horseshoe Bay have approved the agreement.

Alternatives

Recommendation

Administration is recommending approving the St. Paul Elk Point Inter-Municipal Assessment Review Board Agreement effective June 1, 2019.

Submitted by: Phyllis Corbiere, Executive Assistant

ST. PAUL – ELK POINT INTER-MUNICIPAL ASSESSMENT REVIEW BOARD
AGREEMENT

AN AGREEMENT DATED THIS 1st DAY OF JUNE, 2019

Between:

COUNTY OF ST. PAUL NO. 19
(the "County")

- and -

TOWN OF ST. PAUL
(the "Town")

- and -

TOWN OF ELK POINT
("Elk Point")

- and -

SUMMER VILLAGE OF HORSESHOE BAY
("the Summer Village")

(hereinafter, when collectively referred to, as the "Municipalities")

WHEREAS Section 454 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended from time to time, requires that municipalities must, by bylaw, establish a local assessment review board and a composite assessment review board to hear assessment complaints; and

WHEREAS Section 455(1) of the *Municipal Government Act*, as amended from time to time, states that two or more municipalities may agree to jointly establish assessment review boards to have jurisdiction in their municipalities; and

WHEREAS the County, Elk Point, Summer Village, and Town wish to establish assessment review boards to have jurisdiction within the Municipalities; and

WHEREAS pursuant to section 454.1 and 454.2 of the *Municipal Government Act*, a council must appoint at least three persons as Members to each local assessment review board and at least two persons as Members to each composite assessment review board; and

WHEREAS pursuant to section 484(1) of the *Municipal Government Act*, a council may set fees payable by persons wishing to make complaints; and

WHEREAS pursuant to section 456(2) of the *Municipal Government Act*, where an assessment review board is jointly established, the councils must jointly appoint a designated officer to act as the Clerk of the assessment review boards.

NOW THEREFORE, in consideration of the premises and mutual terms, conditions, and covenants to be observed and performed by each of the parties hereto, the Municipalities agree as follows:

1.0 DEFINITIONS

1.1 Except as otherwise provided herein, words in this Agreement shall have the meaning prescribed in the *Municipal Government Act*. In this Bylaw:

- a. **"Act"** means the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended from time to time;
- b. **"Board"** means the St. Paul – Elk Point Regional Assessment Review Boards, individually or collectively including both CARBs and LARBs, as the context requires;
- c. **"CARB"** means the Composite Assessment Review Board established in accordance with the *Act* that hears complaints on assessment notices for property other than the property described in section 1.1(h) of this bylaw and section 460.1(1) of the *Act*;
- d. **"Chair"** means the person appointed to preside over the hearing;
- e. **"Clerk"** means the person jointly appointed to act as a clerk for the Boards in accordance with Section 456(2) of the *Act*;
- f. **"Complainant"** is an assessed person or taxpayer of the Member Municipality who files a complaint regarding that person's tax or assessment notice;
- g. **"Council"** means the Council of the County, Elk Point, Summer Village, or the Town;
- h. **"LARB"** means the Local Assessment Review Board established in accordance with the *Act* who hears complaints about assessment notices for:
 - i. residential property with three (3) or fewer dwelling units, or
 - ii. farmland, or
 - iii. about a tax notice other than the property tax notice, business tax notice, or improvement tax notice.

- i. **“Member”** means an appointee of a composite assessment review board, or a local assessment review board duly appointed by a Municipality and may include members of council, members of the public who are not councillors, or provincial Members;
- j. **“Municipality” or “Municipalities”** means the County of St. Paul No. 19, Summer Village of Horseshoe Bay, Town of Elk Point, and Town of St. Paul, individually or collectively, as the context requires.

2.0 ESTABLISHMENT OF BOARDS

- 2.1 The Municipalities jointly establish the following regional assessment review boards to exercise the functions of a local assessment review board to have jurisdiction in the Municipalities:
 - a. one or more LARBs that consist of one (1) Member; and
 - b. one or more LARBs that consist of three (3) Members.
- 2.2 The Municipalities jointly establish the following regional assessment review boards to exercise the functions of a composite assessment review board to have jurisdiction in the Municipalities:
 - a. one or more CARBs that consist of one (1) Provincial Member; and
 - d. one or more CARBs that consist of one (1) Provincial Member and two (2) Members.
- 2.3 The Board shall exercise all the powers, duties, and responsibilities of an assessment review board under the *Act* and its related regulations.
- 2.4 The Board shall hear all appeals generated within the Municipalities in accordance with the *Act* and its related regulations.

3.0 BOARD MEMBERSHIP, TERMS OF APPOINTMENT, AND VACANCIES

- 3.1 The Board shall consist of representatives appointed by the Municipalities. The County, Elk Point, and Town shall each appoint one (1) elected official and two (2) at-large Members. The Summer Village shall appoint one Member, which may be elected or at-large. Members are eligible to sit on both CARBs and LARBs in accordance with the *Act*.
- 3.2 Unless otherwise specified by the appointing Council, all Members are appointed for a term of three (3) years and may be re-appointed upon the expiry of their term.
- 3.3 Upon being appointed, Members must successfully complete the training as prescribed by the Minister prior to participating in a hearing.
- 3.4 A LARB may be comprised of any combination of Council Members and public Members provided no more than one (1) councillor is sitting.

- 3.5 The two Members appointed to a CARB may be comprised of any combination of Council Members and public Members provided no more than one (1) councillor is sitting.
- 3.6 A Member is authorized to substitute for any Member due to a vacancy as a result of a pecuniary interest in the subject matter of the complaint, a direct or indirect interest in the complaint, or a Member's health or other emergency, at any CARB or LARB hearing.
- 3.7 A Member may resign at any time by providing written notice to the Clerk and the Municipality that appointed the Member.
- 3.8 If a Member resigns prior to the end of their term, the Municipality that appointed that Member may appoint a replacement to fill the remainder of the resigning Member's term.
- 3.9 Where a member of Council is appointed to the Board, their appointment shall terminate upon their ceasing to be a member of Council.
- 3.10 A Member may be re-appointed upon the expiration of their term.
- 3.11 Any Member may be removed at any time by resolution of the appointing Council and upon doing removal, notifying the Member and the Clerk in writing.
- 3.12 The Councils shall jointly designate one of the Members as Chair. Each municipality shall rotate the chairmanship in the following order: 1) County 2) Town of St. Paul 3) Town of Elk Point and 4) Summer Village of Horseshoe Bay.
- 3.13 The Chair may delegate any of the powers, duties, or functions of the Chair to another Member, but not to the provincial Member of the Board.
- 3.14 A Member appointed by the municipality where the appeal is generated, shall not chair the hearing.
- 3.9 If applicable, each municipality's Code of Conduct shall apply to their respective Members.
- 3.10 Under extraordinary circumstances, such as when a large number of Members of the Board have a potential conflict of interest or are unable to attend a hearing, Councils may appoint additional Members for a specific, short, period of time to ensure the Board will have quorum provided the additional Member is fully trained.

4.0 QUORUM AND VOTING AT HEARINGS

- 4.1 In accordance with the Act, quorum for the Boards shall be as follows:
 - a. two (2) Members for LARBs established under Section 2.1 b) of this agreement;

- b. one (1) Provincial Member and one (1) other Member for CARBs established under Section 2.2 b) of this agreement.

- 4.2 The majority vote of those Members present and voting constitutes the decision of the Board.
- 4.3 All Members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.
- 4.4 Where a Member of a Board excuses himself or herself from the proceedings due to a conflict of interest or pecuniary interest, the Clerk shall appoint a replacement member of the Board.

5.0 CLERK

- 5.1 In accordance with Section 456(2) of the *Act*, all councils must jointly appoint a Clerk. The County will put forward a qualified candidate to be appointed by the Municipalities annually.
- 5.2 The Clerk shall coordinate assessment review board services for the Municipalities.
- 5.3 The Clerk is responsible for ensuring that Members receive training in accordance with the *Act*.
- 5.4 The Clerk has the authority to assign duly appointed Members to the established CARBs and LARBs as required.
- 5.5 The Clerk shall maintain records of the complaints and hearings in accordance with the *Act*.
- 5.6 The Clerk may appoint an Acting Clerk to perform Clerk duties and functions provided they have successfully completed the training prescribed by the Minister.
- 5.7 The Clerk shall assist the Board in fulfilling its mandate.
- 5.8 For hearings, the responsibilities of the Clerk are as follows:
 - a. inform all affected parties of an appeal hearing in accordance with the *Act*;
 - b. compile all necessary documentation for distribution to the Members;
 - c. attend all Board hearings;
 - d. provide for the recording of the proceedings of the Board and for retention of exhibits including all written submissions to the Board;

- e. prepare the record of proceedings including names and address of all parties making representations to the Board;
- f. communicate decisions of the Board to the affected parties;
- g. prepare orders, decisions, approvals, notices, and other items on behalf of the Board;
- h. ensure that all other statutory requirements of the Boards are met;
- i. other duties as the Board may require from time to time.

5.5 The Clerk shall issue instructions to independent legal counsel for the Boards when required.

5.7 Hearings shall be held at such a time and place as determined by the Clerk.

6.0 MEMBER REMUNERATION

6.1 The Municipalities shall annually, by resolution of their respective councils, establish uniform remuneration and expense rates for Members of the Board and if necessary, the Clerk.

7.0 APPEAL FEES

7.1 An appeal fee pursuant to section 481(1) of the *Act* shall be established individually by each municipality.

8.0 COSTS

8.1 All costs incurred, including the costs of Clerk services, Member honouraria and mileage, holding a hearing, and any legal fees the Board incurs, shall be paid by the Municipality where the appeal is generated.

8.2 Any costs incurred to advertise and select a Member are the responsibility of the appointing Municipality.

9.0 DECISIONS

9.1 Only Members present for the entire hearing shall participate in the decision-making related to matters presented to the Board.

9.2 The majority decision of the Members present at the hearing shall be deemed to be the decision of the whole Board.

9.3 The Board shall make all decisions with or without conditions in accordance with the *Act*.

9.4 If a hearing is adjourned for any reason following the submission of evidence, the hearing may be scheduled to conclude on another day. However, only those Members present at the original hearing shall render a decision on the matter.

10.0 TERM

- 10.1 This agreement shall remain in effect in perpetuity until updates are required. Amendments can be requested in writing to all Municipalities.
- 10.2 Should a municipality wish to withdraw from participation in this agreement, they may do so by serving written notice to the Clerk prior to April 1st of any given year, with the withdrawal taking effect on January 1st of the following calendar year.

11.0 PRIVACY

- 11.1 All documents submitted to the Clerk will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the Clerk's custody or control. The Clerk shall protect confidential information from unauthorized access or disclosure.

12.0 INFORMATION SHARING

- 12.1 Municipalities shall make a reasonable effort to ensure information provided to aid the Board in reaching a decision in an assessment review appeal hearing is complete and accurate.
- 12.2 To process reviews for a property tax or assessment notice, the Clerk is authorized to collect the following types of information:
 - (a) Roll number;
 - (b) Legal address;
 - (c) Civic address;
 - (d) Registered owner name(s);
 - (e) Registered owners' mailing address and phone number;
 - (f) Assessed value and assessment class of the property under review;
 - (g) Name, address, and phone number of registered agent for the owner

13.0 DISPUTE RESOLUTION

- 13.1 In the event that a dispute arises regarding any of the clauses in this agreement, or over a financial matter regarding the Board, the Chief Administrative Officers of the Municipalities shall meet to consider the matter. The decision of the CAOs shall be final.

14.0 INDEMNIFICATION

- 14.1 The Municipalities shall indemnify and hold the County harmless against all claims, demands, losses, costs, damages, action, suits or proceedings, including all legal fees, costs, expenses incurred by the County in defending such claims that arise out of or are attributable to the assessment review process or disputes related to assessment review activities.
- 14.2 Each individual Municipality is solely responsible for the property assessments and compliance with the outcome of all disputed property assessments.

15.0 INSURANCE

- 15.1 Each individual Municipality will arrange for insurance coverage to cover their appointed Members of the Board.

16.0 FORCE MAJEURE

- 16.1 No Municipality shall be liable for any failure or delay in the performance of its obligations hereunder nor be deemed to be in breach of this agreement if such a failure or delay has arisen by force majeure, including but not limited to acts of God, strikes or other labour disputes, public enemies of the government, fires, floods, severely inclement weather, freight embargoes, orders or acts of military authorities, civil disturbances, explosions, and other contingencies beyond the control of either party.

17.0 GOVERNING LAW

- 17.1 This agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta. The courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

18.0 GENERAL MATTERS

- 18.1 Nothing contained herein shall be construed to create a relationship where one party of this agreement becomes the agent, partner, joint venture, or other legal representative of the other party and each party acknowledges and agrees that it has no authority to assume or create any obligations whatsoever, express or implied, in the name of the other party.
- 18.2 This agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, and there are no general or specific warranties, representations, or other agreements by or among the parties in connection with the execution of this agreement or the subject matter specifically set forth herein.
- 18.3 This agreement shall enure to the benefit of and be binding upon the Municipalities and, except as herein provided, the successors and assigns thereof.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement as evidenced by the duly authorized signatures below:

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
CAO

TOWN OF ST. PAUL

Per: 
Mayor


Per: 
CAO

TOWN OF ELK POINT

Per: 
Mayor

Per: 
CAO

SUMMER VILLAGE OF HORSESHOE BAY

Per: 
Mayor

Per: 
CAO



Request for Decision

Council Meeting: July 9, 2019

8.9 Lease Agreement with 3C Information Solutions Inc.

Request

In July 5, 2007 the County entered into a ten-year lease agreement with 3C Information Solutions Inc. for a tower on 10 square meters on Block R, Plan 4950EO in Heinsburg. The tower is being used for private network connectivity for oilfield. They pay an annual fee of \$200 to the County.

The lease expired in 2019 and 3C Information Solutions Inc. is requesting to renew the lease for another 10-year term commencing July 5, 2017.

Alternatives

Recommendation

Administration is recommending entering into a ten-year lease agreement with 3C Information Solutions Inc. for their 10 square meter tower site located in Block R, Plan 4950EO, at an annual fee of \$200 and commencing July 5, 2017.

Submitted by: Phyllis Corbiere, Executive Assistant

Land Lease Agreement

THIS AGREEMENT made this ____ day of _____, A.D. _____

BETWEEN:

COUNTY OF ST. PAUL NO. 19

5015-49 AVENUE

ST. PAUL, ALBERTA T0A 3A4

OF THE FIRST PART

-and-

3C INFORMATION SOLUTIONS INC.

(hereinafter referred to as the “**Lessee**”)

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LEASE

The Lessor hereby leases to the Lessee all that portion of those lands at HEINSBURG, AB, being those lands legally as shown outlined in red on schedule “A” attached hereto, and forming part of this lease, consisting of an area of approximately 10 square meters, more or less (hereinafter referred to as the “demised premises”), subject to the terms, covenants, and conditions contained within this lease.

2. TERM

The term of this lease shall be for a period of TEN (10) years commencing on the **5th day of July 2017 and ending on the 5th day of July 2027**, (hereinafter referred to as the “**term**”)

3. RENT

3.1 BASIC RENT

The Lessee covenants and agrees to pay to the Lessor in lawful money of Canada the sum of **Two Hundred Dollars (\$200.00) per annum, commencing on the 5th day of July, 2018.**

3.2 GOODS & SERVICES TAX

The Lessee covenants and agrees to pay any and all consumer taxes including, but not limited to, the Goods & Services Tax.

4. COVENANTS OF THE LESSEE

The Lessee covenants and agrees as follows:

4.1 TAXES AND UTILITIES

To pay and discharge when due all taxes, rates, duties and assessments whatsoever (including without limitation the real estate taxes payable in respect of the demised premises from the commencement date) and any tax levied in lieu of a realty tax that may be levied, charged or assessed on or against the demised premises, or against any property brought thereon by the Lessee and every tax or license fee payable in respect of the occupancy of the premises by the Lessee, whether such taxes, rates, duties, assessments or license fees are charged by any municipal, school, legislative, parliamentary or other body and whether or not they are now existing or within the contemplation of the parties hereto, together with telephone and all other utilities charged in respect of the demised premises, and will indemnify and keep indemnified the Lessor and its property from and against payments of all loss, cost, charges and expenses occasioned by or arising from any and every such tax, rate, duty, levy, charge, assessment or license fee. The Lessee shall furnish to the Lessor receipts or other documents evidencing payment of the aforesaid items from time to time upon request.

4.2 BUSINESS TAX

To pay and discharge as and when same become due all business and other taxes, charges, rates, duties, license fees and assessments levied in respect of the personal property or business of the Lessee on the demised premises, or in respect of the occupancy of the demised premises by the Lessee.

4.3 INSURANCE

4.3.1 To take out and keep in full force and effect throughout the term, and during any other time the Lessee occupies the demised premises or a part thereof, at the Lessee's sole cost and expense, the following insurance:

4.3.1.1 "all risks" insurance upon property and improvements of every kind and description owned by the Lessee, or for which the Lessee is legally liable, or installed by or on behalf of the Lessee and

which is located on or within the demised premises, in an amount not less than the full replacement cost thereof;

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

4.3.1.3 comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.

4.3.2 Each insurance policy referred to above shall name the Lessor as additional named insurance as their interest may appear and such policies will contain where appropriate:

4.3.2.1 a waiver of subrogation rights which the Lessee's insurers may have against the Lessor;

4.3.2.2 a severability of interest's clause or a cross liability clause;

4.3.2.3 a waiver in favor of the Lessor of any branch of warranty clause such that the insurance policies in question shall not be invalidated with respect to their interest, by reason of any breach or violation of any warranty, representation, declaration or condition contained in the policies; and

4.3.2.4 a clause stating that the Lessee's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Lessor.

4.3.3 All policies shall be taken out with insurers and shall be in a form acceptable to the Lessor acting reasonably. The Lessee agrees that certificates of insurance acceptable to the Lessor or, if required by the Lessor, certified copies of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing of any material change, cancellation or termination of any provision of any policy, not less than THIRTY (30) days prior to the material change, cancellation or termination thereof.

The acquisition and maintenance by the Lessee of the insurance policies are required pursuant to this section shall in no matter whatsoever limit or restrict the liability of the Lessor under this lease.

4.4 REPAIR

To maintain, decorate and keep in good and substantial repair and condition to the reasonable satisfaction of the Lessor the demised premises and all fixtures and improvements now or at any time hereafter forming part of the demised premises and used in connection therewith, including landscaping, and including, without restricting the generality of the foregoing, all repairs of whatever nature and kind required to be

made to the building constructed upon the demised premises. The Lessor shall have no obligation to repair the demised premises, whether structural or otherwise.

5. GATES AND SECURITY FENCE

When entering or exiting the premises, the Lessee shall be responsible for closing and locking any gates located in perimeter fences erected on the demised premises, or the lands containing the demised premises.

6. USE AND OCCUPATION OF DEMISED PREMISES

- 6.1** That the Lessee shall use the demised premises primarily for the erection of a communication tower (in accordance with an approved development permit) and for no other use whatsoever. It is the responsibility of the Lessee to follow all applicable operating procedures for the communication tower that are established by any Legislative or Administrative authority. The Lessee shall use the demised premises for temporary structures or storage with no permanent structures placed on the premises, no hazardous materials stored or dumped on the premises and no services brought on to the premises. Any development must be done in accordance with an approved Development Permit. Notwithstanding the above, the Lessor makes no warranty as to the suitability of the space for the use intended by the Lessee.
- 6.2** The Lessee will not permit to be committed any waste or any nuisance thereon or permit any part of the demised premises to be used for any dangerous, noxious or offensive trade, occupation or business, nor permit anything to be done nor do anything that may obstruct or interfere with the rights of the adjoining landowners and tenants.
- 6.3** That the Lessee will not do or omit or permit to be done or omitted upon the demised premises anything which shall cause the rate of insurance upon the said demised premises to be increased or if any insurance policy upon the said building or any part thereof shall be cancelled by reason of the use or occupancy, the lessee shall forthwith remedy or rectify such use or occupation upon being requested to do so in writing by the Lessor.
- 6.4** That the Lessee will at all times and in all respects comply with and conform to all by-laws, rules or regulations of the Lessor and all other legal requirements whatsoever whether imposed by Municipal, Provincial or Dominion authority or otherwise howsoever as to the safety of the demised premises and appliances or safeguards for the same, and for the safety of persons under or frequenting the demised premises and those touching sanitary or other arrangements or provisions and will indemnify and save harmless the Lessor in connection therewith.
- 6.5** That the Lessee will not bring, keep, store or permit to be brought, kept or stored on the demised premises any combustible material or explosives without the prior written permission of the Lessor, and further provided that all storage tanks are constructed, installed and maintained in accordance with the regulations of the Petroleum Tank Management Association, the Fire Code and any other governmental regulations or standards.

- 6.6 That the Lessee will not cause or permit the storage or release of any hazardous substance (as defined in the Environmental Protection and Enhancement Act, Alberta) under or at the demised premises without the written permission of the Lessor and then only pursuant and in compliance with the conditions of a permit issued by the appropriate governmental authority.
- 6.7 That the Lessee will immediately notify the Lessor, Alberta Environment, or Environment Canada of any improper storage or release of such hazardous substance and take such reasonable remedial action in response to the unauthorized storage or release as may be required.
- 6.8 That the Lessee shall not store any fuel oils or hydrocarbons on the demised premises except those permitted under this lease or for which the written permission of the Lessor has been obtained...
- 6.9 The Lessee shall not install, display or affix any sign, lettering or advertising medium to the exterior of the premises or elsewhere on the land without in each instance securing the prior written approval of the Lessor. Should the Lessee install, display or affix any sign, lettering or advertising matter upon the land or premises without prior written approval and should such sign, lettering or advertising matter be objectionable to the Lessor, it will be removed forthwith by the Lessee upon request by the Lessor.
- 6.10 The Lessee shall have the right from time to time during the term of this Lease to make such changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise (herein collectively called "**improvements**") in and to the demised premises as the Lessee may think necessary, but subject to the following conditions:
- 6.10.1 The improvements shall be as will not, in the Lessor's opinion, when completed, diminish the value or utility of the demised premises or change its character as a good quality development.
- 6.10.2 Improvements shall not be commenced until the Lessee shall have obtained all building and other permits required by lawful authority.
- 6.10.3 Improvements which involve structural or substantial change, or changes to the services of the demised premises, alterations, additions, or extensions or rebuilding of the demised premises shall not be commenced until detailed plans and specifications have first been submitted to and approved by the Lessor in writing, such approval not to be reasonably withheld.
- 6.10.4 Every improvement shall be constructed expeditiously, in good and workmanlike manner, in compliance with the detailed plans and specifications approved by the Lessor, and any laws, regulations or other requirements of all authorities having jurisdiction.
- 6.10.5 The Lessee shall maintain reasonable fire and liability insurance during the construction of every improvement whenever and to the extent that the Lessor may reasonably require.

6.10.6 Trees shall not be destroyed or removed unless such destruction or removal is necessary for excavation or for driveways or walkways and unless the written permission of the Lessor is first obtained.

6.11 The Lessee shall permit the Lessor to enter the demised premises and view the state of repair and cleanliness of the demised premises and the Lessor may give the Lessee written notice to repair, maintain, or clean, with which the Lessee must comply within FIFTEEN (15) days.

If the Lessee shall at any time fail to make any such repairs or replacements as required by the written notice of the Lessor, the Lessor may make them or cause them to be made and the cost thereof, together with the interest thereon computed at the rate of 18% per annum from the date of payment by the Lessor, shall be charged to and paid by the Lessee as additional rent due THIRTY (30) days from the date of invoice by the Lessor.

7. COMPLIANCE WITH LAWS

Without limiting in any way, the requirements of Section 6.4 of this Lease, the Lessee shall at all times comply with all laws, regulations, codes, or ordinances in force from time to time.

8. LIABILITY AND INDEMNITY

8.1 That the Lessee shall indemnify and save harmless the Lessor and its successors and assigns from and against any and all losses, liabilities, damages, costs, expenses, claims, suits or actions of any kind whatsoever including, without limitation:

8.1.1 any breach, violation or non-performance of any covenants, conditions or agreements in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed.

8.1.2 any damage to property occasioned by the use and occupation of the demised premises or any part thereof;

8.1.3 any injury to a person or persons, including death resulting at any time therefrom, occurring in or about the demised premises or any part thereof or the airport, during the term of this lease and arising from or occasioned by any cause whatsoever except for an act or omission of the Lessor's agents or servants.

8.2 That the Lessee shall indemnify and save harmless the Lessor and its successors and assigns from and against any and all losses, liabilities, damages, costs, expenses, claims, suits or actions of any kind whatsoever including, without limitation:

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

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

8.2.3 the cost of repair, clean-up or restoration paid by the Lessor and any fines levied against the Lessee or the Lessor

Which at any time or from time to time may be paid, incurred or asserted against the Lessor, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances (as defined in the Environmental Protection and Enhancement Act, Alberta) from the demised premises either onto any lands (including the lands containing the demised premises), into the atmosphere or into any water.

This indemnification shall survive the expiration of the term of this lease and the termination of this lease for whatever cause or any renewal of this lease.

9. DAMAGES TO LESSEE'S PROPERTY

That the Lessor will not be liable for any damages done (except such as may be done by the Lessor, its servants, employees, or agents), to any property at any time on the demised premises through stream, waterworks, water, gas, rain or snow or flow from any part of the said building or the demised premises, or from the pipes or plumbing works thereof or from any other place or cause, nor shall the Lessor be liable to the Lessee for the negligence, default or misfeasance of any occupant or occupants of the said building and the Lessee's recourse (if any) for damages in any such case shall be against any such occupant or occupants alone.

10. ASSIGNMENT OR SUBLEASE

- 10.1** The Lessee may not assign this Lease or sublet the demised premises without prior written consent of the Lessor first being obtained, such consent not to be unreasonably withheld, provided, however, that no such assignment or subletting shall in any way affect or release the liability of the Lessee hereunder, which shall continue throughout the full term of this Lease.
- 10.2** For the purpose of Section 10.1, any direct or indirect change in the voting control of the Lessee or other transfer of shares in the Lessee shall constitute an assignment of this Lease requiring the consent of the Lessor.
- 10.3** In the event of any assignment or transfer with the consent of the Lessor as aforesaid, notwithstanding any act or rule of law or regulation to the contrary, unless otherwise agreed to by the Lessor, the Lessee shall nevertheless remain liable to the Lessor for the payment of all rent and additional rent payable hereunder, and for the full observance and performance of the covenants and provisos herein contained, and the Lessee shall indemnify the Lessor against all acts of default or neglect in respect of the premises by any assignee, transferee, or sub lessee. This indemnity shall survive the expiration or earlier termination of this Lease.

11. INSURANCE OF FIXTURES

That the Lessor will not be responsible for insurance on fixtures, equipment or other chattels of the Lessee.

12. COVENANTS TO THE LESSOR

The Lessor covenants and agrees with the Lessee as follows:

12.1 QUIET ENJOYMENT

That upon the Lessee paying the rent hereby reserved and performing and observing the covenants herein on its part contained, the Lessee shall and may peaceably possess and enjoy the demised premises for the original term hereby granted and any renewals of the term hereunder without any interruption or disturbance from the Lessor or from any other person or persons lawfully claiming by, from or under it.

13. PROVISOS

13.1 DEFAULT

13.1.1 If and whenever:

- 13.1.1.1** the Lessee shall default in performing or observing any of its covenants or obligations under this lease, and the Lessor shall have given the Lessee notice of such default, and at the expiration of THIRTY (30) days after giving of such notice the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within a period of THIRTY (30) days, the Lessee shall fail to proceed promptly after giving such notice to begin to cure the same); or
- 13.1.1.2** the term hereby created shall be seized or taken in execution by a creditor of the Lessee; or
- 13.1.1.3** the Lessee shall make an assignment for the benefit of creditors, or shall become bankrupt, or shall make an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever legislative or otherwise be taken with a view to the winding-up, dissolution or liquidation of the Lessee, or;
- 13.1.1.4** the Lessee shall fail to operate the demised premises for the principal purpose permitted under Section 6.1 of this lease for a period in excess of TWO (2) months,

then and in any such cases the Lessor may without notice or any form of legal process whatever forthwith reenter upon the demised premises or any part thereof in the name of the whole, with or without terminating this lease, anything contained herein or in any statute or law to the contrary notwithstanding, provided however that such termination shall be wholly without prejudice to the right of the Lessor to recover damages for any

antecedent breach of covenant on the part of the Lessee. Provided further that notwithstanding such termination the Lessor may subsequently recover from the Lessee all losses, damages, costs and expenses whatsoever suffered by reason of the lease having prematurely determined.

13.2 INJUNCTION

That in addition to any other remedies provided in this lease or otherwise available to the Lessor, the Lessor shall be entitled to obtain an injunction restraining any violation or attempted or threatened violation by the Lessee of the Lessee's covenants herein contained.

13.3 LESSOR'S RIGHTS TO CURE DEFAULTS

That in event of default by the Lessee in performance of any of its obligations hereunder other than the payment of rent, the Lessor may but shall not be obliged to perform the same and the amount of any expenditures made by the Lessor in connection therewith including solicitor's fees on a solicitor-and-client-basis, shall be deemed to be rent payable hereunder on the date incurred, and shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of 18% per annum, from the date incurred until paid. The Lessor shall, however, be under no obligation to remedy any default of the Lessee and shall not incur any liability to the Lessee for any act or omission in the course of its curing or attempting to cure any such default.

14. OWNERSHIP OF BUILDING AND FIXTURES

The Lessor and the Lessee agree that the building and all other fixed improvements which the Lessee may construct upon the demised premises from time to time are and shall be fixtures of the demised premises and are intended to be and become the absolute property of the Lessor upon the expiration or termination of this lease, but shall be deemed, as between the Lessor and the Lessee during this lease, to be the separate property of the Lessee and not of the Lessor but subject to and governed by all the provisions of this lease applicable thereto notwithstanding such right of the Lessee; **PROVIDED ALWAYS** that the Lessor's absolute right of property in the building and other fixed improvements upon the demised premises which will arise upon the termination of this lease shall take priority over any other interest in the building and fixed improvements which may now or hereafter be created by the Lessee and that all dealings by the Lessee with the building or such fixed improvements which in any way affect title thereto shall be made expressly subject to this right of the Lessor, and the Lessee shall not assign, encumber or otherwise deal with the building or such fixed improvements separately from any permitted dealing with the leasehold interest under this lease, to the intent that no person shall hold or enjoy any interest in this lease acquired from the Lessee who does not at the same time hold a like interest in the building and fixed improvements.

- 14.1** Notwithstanding the content of Section 14 above, the Lessor hereby acknowledges that any development undertaken in accordance with an approved development permit, are the property of the Lessee and may be removed by the Lessee in accordance with Section 18.4 of this lease. This permission excludes any utility services extended to the lot by the Lessee unless the Lessor orders, in writing, that such utility services be removed then they must be removed in accordance with such orders.

15. MORTGAGE OR ENCUMBRANCE

No mortgage or encumbrance (by way of assignment, sublease or otherwise) of this lease or the Lessee's interest hereunder or in the demised premises or the building, fixtures, improvements and the chattels of the Lessee situate thereon (including, without restriction, all buildings and fuel tanks constructed or installed upon or within the demised premises by the Lessee) shall be made by the Lessee unless the following conditions have been complied with:

- 15.1** The mortgagee or encumbrancer shall covenant with the Lessor to be bound by all the covenants and obligations of the Lessee hereunder as soon as such mortgagee or encumbrancer enters into possession of the Lessee's interest, or otherwise takes steps to enforce its security which have the effect of depriving the Lessee of the ability fully to perform those covenants and obligations, and upon any exercise of any power of sale, the assignee of the mortgaged rights shall covenant with the Lessor to perform the Lessee's obligations under this lease but so soon as the assignee becomes bound by the Lessee's obligations, the mortgagee or encumbrancer shall be relieved from its covenant;
- 15.2** Every mortgage or encumbrance of the building shall be made expressly subject to the rights of the Lessor under this lease, and in particular to the right of the Lessor to acquire title thereto upon expiration or termination of this lease;
- 15.3** The mortgage or encumbrance upon the Lessee's leasehold interest and the demised premises and the building shall not include any property except the Lessee's interest in this lease, the demised premises, the building and fixtures, improvements and the chattels of the Lessee situate thereon (Excluding utility services installed within or upon the demised premises).
- 15.4** The Lessee shall observe and perform all its obligations incurred in respect of assignments, mortgages and encumbrances of its leasehold interest and its interest in the building, fixtures, improvements and the chattels of the Lessee situated upon or within the demised premises, and shall not suffer or allow any such obligations to be in default, and if any such default shall occur the Lessor may, but shall not be obliged to, rectify such default for the account of the Lessee, and any amount paid by the Lessor in so doing, together with all reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of 18% per annum from the date incurred until paid, and may be recovered as if it were rent in arrears.
- 15.5** The Lessor shall promptly, whenever requested by the Lessee, execute an acknowledgement or certificate in favor of any actual or prospective assignee, mortgagee or encumbrance of the Lessee's interest, acknowledging or certifying the status of this lease, any modifications of the lease, any breaches of covenant known to the Lessor with the intent that any such acknowledgement or certificate may be relied upon by any person to whom it is addressed.

16. BUILDERS' AND OTHER LIENS

Subject to Section 15 of this lease, the Lessee covenants not to permit any construction, mechanics of other liens, mortgages, or conditional sales contracts to be registered against title to the demised premises or to lands containing the demised premises. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim to be filed, the Lessee shall within ten (10) days after the Lessee has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefore in such other manner as is or may be required or permitted by law. The Lessor shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Lessor to procure the discharge, as well as all the Lessor's costs including legal fees on a solicitor and client full indemnity basis, shall be repaid forthwith upon demand by the Lessee as rent. Notwithstanding the foregoing, the Lessee may contest the validity of any such lien, provided the Lessee shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title containing the demised premises by payment into Court, or furnish to the Lessor against all loss or damage which the Landlord might suffer or incur thereby, security satisfactory to the Lessor in format and amount.

17. TERMINATION

- 17.1** In the event the Lessor ceases to operate, the Lessor shall have the right to terminate this Agreement or any renewal thereof at any time and to enter into possession upon giving the Lessee at least One Hundred & Eighty (180) days' notice in writing delivered to the Lessee or left on the demised premises, notwithstanding anything to the contrary contained in this Agreement or in any other agreement between the Lessor and the Lessee, but if such notice is given during a period for which the rent has been paid, there shall be refunded to the Lessee the part of such rent corresponding to the period covered by such rent but not enjoyed by the Lessee, and the Lessee acknowledges that it will have no claim for damages upon exercise by the Lessor of such right, any and all claims hereby expressly waived.

Such termination of the Agreement will not prejudice the Lessor's right to recover unpaid rent, nor will it prejudice any other right of action by the Lessor with respect to any breach of this Agreement.

The Lessor shall have the right to terminate this Lease or any renewal thereof at any time and to enter into possession upon giving the Lessee at least One Hundred & Eighty (180) days' notice in writing delivered to him personally or left on the premises, notwithstanding anything to the contrary contained in this Lease or in any other agreement between the Lessor and the Lessee, but if such notice is given during a period for which the rent has been paid, there shall be refunded to the Lessee the part of such rent corresponding to the period covered by such rent but not enjoyed by the Lessee, and the Lessee acknowledges that he will have no claim for the damages upon exercise by the Lessor of such right, any and all claims hereby expressly waived.

- 17.2** If the demised premises or any part thereof is used by the Lessee during the term hereof for the purpose other than permitted under Section 6.1 of this lease, or if the Lessee fails to comply with any of the provisions of this lease, the Lessor shall be entitled, at his option, forthwith to terminate this Lease by giving at least Thirty (30) days' notice in writing to the Lessee, and thereupon rent and all other payments payable by the Lessee

hereunder shall be apportioned and paid to the date of termination and the Lessee shall surrender and yield up possession of the demised premises or such part thereof as is specified in the notice to the Lessor in the same manner as provided herein for the expiration of the Lease in due course.

18. IMPROVEMENTS, ALTERATIONS, FIXTURES

- 18.1** Upon the expiration or other termination of this lease, the Lessee shall surrender vacant possession of the demised premises, in a condition satisfactory to the Lessor.
- 18.2** Upon the expiration or other termination of this lease, the Lessee shall, leave the land neat, clean, level, and free and clear of all structures, debris and rubbish, all of the said work to be done to the satisfaction of the Lessor, and Lessee shall make good all damages caused to the property. If the land is not left neat, clean, level, free and clear of all waste material, debris and rubbish then the Lessor may have the land restored to a satisfactory condition and the Lessee agrees to bear the full expense of all work commissioned by the Lessor.
- 18.3** Notwithstanding subsection 18.2 above, the Lessor may, by written notice to the Lessee prior to or after the expiration or termination of this lease, require the removal at the expense of the Lessee, of any or all of the alteration, additions, improvements, or fixtures (including trade fixtures) in upon the demised premises and/or the fixtures (including trade fixtures) in or upon the demised premises to the same condition that they were before any alteration, addition, improvement, or fixture was made, erected or installed, such work to be done by or at the direction of the Lessor.
- 18.4** Notwithstanding subsection 18.2, but subject to subsection 18.3, and provided the Lessee has paid the rent and performed and observe all the covenants and conditions herein contained, the Lessee shall at the expiration or other sooner termination of this lease have the right to remove any and all of its property placed or installed upon the demised premises, but shall make good the damage caused to the buildings, improvements, and fixtures on or affixed to the demised premises, and the demised premises themselves, which may result from such installation and removal including the restoration of the buildings, improvements, fixtures and the demised premises to the same condition that they were in before any trade fixture was made, erected or installed, such work to be done by or at the direction of the Lessor. The Lessee shall not, however, be entitled to remove any utility services constructed or installed upon or within the demised premises, which services shall:
- (a) be properly capped and/or terminated upon the demised premises by the Lessee, and left in a safe condition, and
 - (b) become the property of the Lessor and shall be deemed to form part of the demised premises

19. NOTICES

Save and except for as may be permitted elsewhere within this lease, whenever under the provisions hereof, any notice, demands or requests are required to be given by either party to the other such notice, demand or request shall be deemed to have been served on the third business day following the date of mailing by registered mail, to the Lessor at the following address:

COUNTY OF ST. PAUL NO. 19

5015-49 AVENUE

ST. PAUL ALBERTA

T0A 3A4

and to the Lessee at the following address:

3C Information Solutions Inc.

9243-50th Street

Edmonton, Alberta

T6B 3B6

PROVIDED HOWEVER that such addresses may be changed upon FIFTEEN (15) days' notice; and **PROVIDED FURTHER** that in the event that notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail then notice shall not be deemed to have been served until FIFTEEN (15) days after the date that normal mail service is restored.

20. OVERHOLDING

If at the expiration of the term of this Lease, or sooner determination as herein provided, the Lessee shall hold over for any reason, the Lessee shall be deemed to be occupying the premises as a Lessee from month to month only, and shall, in the absence of a written agreement to the contrary, be subject to all terms and conditions of this Lease, except as to duration and except any provisions herein requiring the Lessee to erect buildings and improvements on the premises.

21. WAIVER

No waiver by the Lessor of any breach by the Lessee of any of his obligations hereunder shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the Lessor to seek a remedy for any breach by the Lessee be a waiver by the Lessor of his rights and remedies with respect to such or any subsequent breach.

22. RENEWAL/AMENDMENTS

This lease may be renewed or amended by the mutual consent of both parties upon such terms and conditions as may be agreed upon in writing by both parties.

23. GENERAL

Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and shall include firms and corporations. This lease and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of each of the parties hereto, subject to the consent of the Lessor being obtained, as hereinbefore provided, to any assignment or sublease by the Lessee. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or his agents or representatives. The Lessee shall not register the Lease in the Land Titles Office and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the Lessor's written consent. The Lessee shall not permit any builders' lien to be filed or remain filed against the premises in respect of any work performed on behalf or for the benefit of the Lessee, and shall cause any such liens filed to be removed at the Lessee's sole expense forthwith after receiving written notice from the Lessor requiring the Lessee to do so.

24. FORCE MAJEURE

In the case of any events outside of the control of the Lessor or the Lessee including, but not limited to, labor disputes, disasters, Acts of God or Government, or destruction by fire or other means, this lease may be cancelled or postponed, as the case may be, without consideration from, or penalties to, either the Lessor or Lessee. Provided however, that the Lessee shall in no way be released from its liability for damage to the demised premises where such damage is caused by the Lessee, its employees or agents.

25. ENUREMENT

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and the irrespective successors and assigns and respective heirs, successors, administrators and assigns and shall be governed in all respect by the laws of the Province of Alberta.

26. COUNTERPART AND FAX EXECUTION

This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. This Agreement may be submitted to any Party by telecopy. It is agreed that if a party executes its telecopied copy of this Agreement and then sends the other Parties a signed copy of this Agreement by telecopy, then this Agreement shall be deemed to be fully executed and delivered by such Party.

27. ENTIRE AGREEMENT

This lease represents the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the parties hereto with respect to the subject hereof.

28. ACCEPTANCE OF LEASE

The Lessee does hereby accept this lease of the above-described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the Lessor and the Lessee have affixed their corporate seals by the hands of their proper officers this ____ day of _____, _____.

LESSOR:

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

LESSEE:

3C INFORMATION SOLUTIONS INC.

Per: _____

Per: _____

DATED: _____,

COUNTY OF ST. PAUL NO. 19

(as the **“Lessor”**)

OF THE FIRST PART

-and-

3C INFORMATION SOLUTIONS INC.

(herein referred to as the **“Lessee”**)

OF THE SECOND PART

MEMORANDUM OF LEASE

PNW 22-55-4-w4TH - PLAN 4950E0, BLOCK R
HEINSBURG, ALBERTA

The diagram is a site map for the Heinsburg POP site. It shows a rectangular area labeled 'Leased area' which contains a 'Tower' (represented by a circle with a triangle inside) and a 'POP SITE' (represented by a rectangle). A red line, labeled '3x32mm HDPE' and 'STUBBED OUT', runs from the tower area towards the bottom right. A dashed line runs parallel to the red line, labeled '12.70' and '1.0'. A diagonal dashed line is labeled 'BLDG'. Text in the center of the map reads: 'HEINSBURG POP SITE', '1 AVE AND 1 ST WEST (BLOCK R)', 'NO GPS', 'NO GPS', '72 SMF P/S - E TO HH 01', 'END: 3274 / OUT: 3244'. A scale bar at the bottom indicates '000'g'.



Request for Decision

Council Meeting: July 9, 2019

8.10 Elk Point Airport Reopening

Request

The Elk Point Airport Re-opening will be held on July 25. The Town of Elk Point is requesting an elected official from the County to speak at the ceremony along with an elected official from the Town of Elk Point.

Alternatives

Recommendation

Administration is recommending appointing one of the Elk Point Airport Committee members to speak at the Elk Point Airport Reopening ceremony.

Submitted by: Tim Mahdiuk, Interim CAO



Request for Decision

Council Meeting: July 9, 2019

8.11 Water North Coalition

Request

Attached is the progress report from the Water North Coalition which outlines the activities and accomplishments of the Coalition during the 2018/2019 fiscal year. Additional information is also available on their website at <https://nadc.ca/our-business/partnerships/water-north-coalition/>

They are inviting a County representative to attend the next meeting scheduled for July 25, 2019 in Kakut Lake, hosted by Birch Hills County.

Alternatives

Recommendation

Council to decide whether to appoint a member to attend the next Water North Coalition meeting on July 25th.

Submitted by: Tim Mahdiuk, Interim CAO

June 28, 2019

Tim Madhiuk, Acting CAO County of St. Paul
tmahdiuk@county.stpaul.ab.ca

Steve Upham, Reeve County of St. Paul
supham@county.stpaul.ab.ca

Dear Mr. Madhiuk and Mr. Upham,

The Water North Coalition (WNC) has recently reached a milestone of 5 years as a group of northern Alberta communities and water and wastewater professionals working to advance solutions to water and wastewater challenges. During that time, we have achieved many accomplishments.

We would like to take this opportunity to share our most recent progress report that outlines the activities and accomplishments of the Coalition during the 2018/2019 fiscal year. You can also find more information in our attached brochure and on our webpage: [Water North Coalition](#)

We are aware that the County of St. Paul no longer has an appointed representative attending WNC meetings. Your attendance and participation is important in advancing the work of the coalition to develop “made in the north” solutions to water and wastewater challenges in northern Alberta.

We would like to invite you to attend our next meeting scheduled for July 25, 2019 in Kakut Lake, AB, hosted by Birch Hills County.

If you wish to learn more about the Coalition supporting the water and wastewater needs of your region or to attend the next meeting, please contact Melonie Doucette, Senior Northern Development Officer with the Northern Alberta Development Council, melonie.doucette@gov.ab.ca or call 780-743-7147 (for toll-free, first dial 310-0000).

Sincerely,



Bob Marshall
Chair, Water North Coalition
Councillor, County of Grande Prairie No. 1



Progress Report

2018-2019

Background

- December 2014, Peace River, AB:** Upon conclusion of the Closer to Home initiative (C2H), northern stakeholders anticipated that a water and wastewater forum would be valuable and resulted in the formation of the Coalition.
- April 2018, Fairview, AB:** The second 3 year strategic planning session was conducted. The renewal highlighted several priority areas and actions for the Coalition and confirmed that the previous work is still a priority for the members. The Training subcommittee was merged with the Recruitment and Retention subcommittee and the Public Education subcommittee was renamed Education and Awareness to better reflect it's purpose.
- January 2019, Lac La Biche, AB:** The organizational meeting was held, outlining leadership direction for the next two year period. The Terms of Reference were amended, completing the adoption of the documents for the next 3 year strategic term.

Current state

Re-elected at the January 24, 2019 meeting in Lac La Biche, AB

2019-21 Executive:

Chair, Mr. Bob Marshall, County of Grande Prairie;

Vice-Chair, Vacant

Membership:

- Voting membership:** open to all northern municipalities, First Nations, and Metis Settlements within the NADC Boundary
- Non-Voting membership:** open to water/wastewater commissions, professionals, provincial/federal government, rural water co-ops, owners and operators

Current Membership

Voting	31
Non-Voting	13

Structure

The Coalition meets four times annually in **rotating locations across the north** to exchange information, hear from experts, discuss common challenges, and collaborate on solutions for water and wastewater management. The actions of the Coalition are advanced through its general membership and three subcommittees: **Advocacy, Education and Awareness, & Recruitment, Training, and Retention**, each of which have a work plan linked to the Coalition's three year Strategic Plan.

Communications

The WNC communications committee was struck in 2017 and has since created a communications plan, aligning with the strategic plan term to:

- Manage how information is shared to educate members and partners on related topics.
- Grow the WNC network and increase stakeholder engagement.
- Manage a repository of resources for the membership.

Subcommittees

This fiscal year, the Coalition produced 2 new reports, a Grants Brochure and Mutual Aid Documents, which can be found on the NADC website at: <http://www.nadc.ca/our-business/partnerships/water-north-coalition/>



2018/2019: A Year in Review

April – June

- April – The quarterly meeting was held in Fairview, AB, with 32 participants
- Members participated in a full day strategic planning session, hosted by Alberta Culture and Tourism
- Members voted to amalgamate the Training subcommittee with the Recruitment and Retention subcommittee
- Tanya Hunter from Alberta Environment and Parks spoke on the standardization of computer based exams for water operators
- WNC followed up with the Deputy Minister of Environment and Parks on the development of the online database for water and wastewater operator training records and expressed thanks for the development of the database and meeting the needs of the industry
- NADC worked to ensure updates to the WNC membership directory following the 2017 Municipal election

July - September

- July – The City of Cold Lake hosted the meeting, with 35 participants
- Trevor Johnson with Sapphire Water spoke to members on biological filtration and reverse osmosis systems
- Peter Christou from Swirltex presented on a new technology to turn wastewater lagoons from a cost centre to a potential revenue generator
- WNC members met with the Minister of Health, the Assistant Deputy Minister of Public Health and Compliance, along with representatives from Alberta Environment and Parks and Alberta Health Services to discuss delayed response time related to bacteriological testing of water samples

October-December

- November –Northern Sunrise County hosted the meeting in St. Isidore, with 31 participants
- Members adopted the new Strategic Plan, Communications Plan, and the Terms of Reference for the 2019-2021 term
- Advanced Trenchless Inc. gave members an overview of trenchless technology and its application for extending the life of municipal infrastructure
- The WNC exhibited at Water Week North in Grande Prairie
- The Advocacy subcommittee finalized a Grants Brochure outlining funding opportunities for water and wastewater professionals and organizations
- The Education and Awareness Subcommittee updated the previously published Resource Library document

January -March

- January - members met in Lac La Biche, AB, with 36 participants
- Members participated in a tour of the local water treatment plant
- The Terms of Reference were amended to allow for a 2 year term for the WNC Chair and a 1 year term for the Vice-Chair
- Elections were held for Chair & Vice-Chair appointments for 1 and 2 year terms, respectively
- Elkan Environmental Engineering, along with the County of Grande Prairie presented on Bio-Electrochemical Anaerobic Sewage Treatment (BEAST) technology
- The Alberta Water Council shared updates on protecting sources of drinking water in Alberta
- The Recruitment, Training, and Retention subcommittee presented the finalized Mutual Aid/Contractor documents and updated the Training in the North document
- WNC exhibited at the Growing the North conference in Grande Prairie, the AWWOA Water Operator Seminar in Banff, the SARDA Tradeshow in Falher and the RMA Spring convention in Edmonton
- The NADC updated the WNC promotional video
- The Communications Committee grew by 1 member, now comprising of 5 members; Chair, Vice-Chair, 1 non-voting, and 2 voting members

The Water North Coalition is supported with strategic and secretariat support from the Northern Alberta Development Council (NADC).
The Coalition is inclusive of the NADC region.

Contact us:

Northern Alberta Development Council

206 Provincial Building

9621 – 96 Avenue

Bag 900-14


Peace River AB T8S 1T4

T 780.624.6274

TF first dial 310.0000

E nadc.council@gov.ab.ca

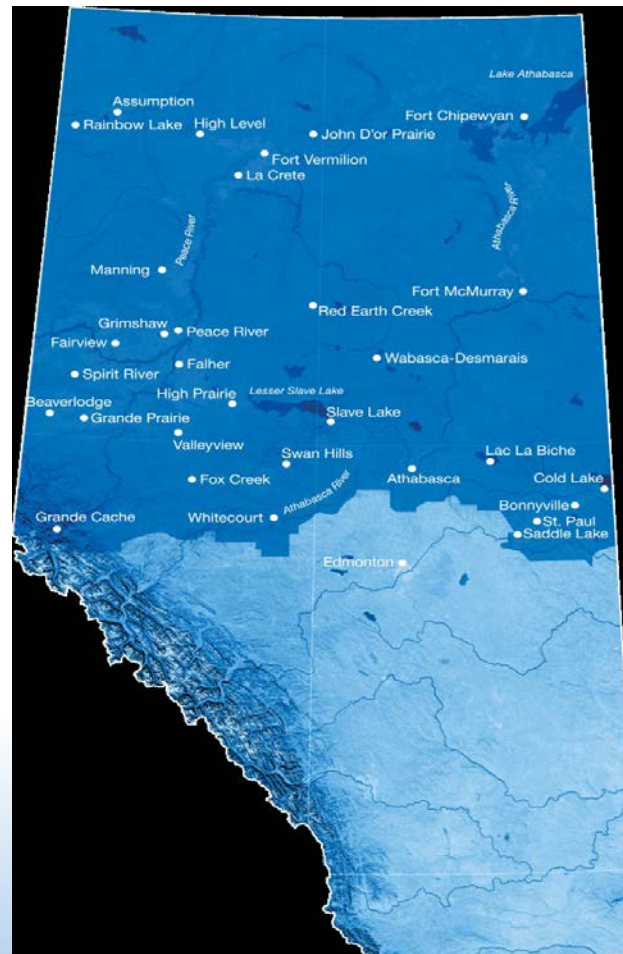
nadc.ca

 @NADC.ca



Northern Alberta Development Council

The NADC Boundary Map



Message from the Chair:

On behalf of the members of the Water North Coalition, I am pleased to share the progress report for the fiscal year of March, 2018-2019.

This year marks a new strategic term for the Coalition, and there are many accomplishments to celebrate. The WNC began the fiscal year with a strategic planning session, in Fairview, AB. We re-evaluated our priorities and established new goals for the next 3 year term.

The Coalition has gained a lot of momentum this past year with a revitalized work plan. I wish to thank the members for their continued engagement and diligence at the meetings and in the various subcommittees. This report clearly demonstrates the results of the work of the WNC to ensure safe and reliable water systems for the northern communities of Alberta

We continue to invite northern communities and water partners to join the Coalition in our efforts to take action on creating a sustainable water future for the northern region.

Sincerely,



Bob Marshall, WNC Chair
Councillor for the County of Grande Prairie



Request for Decision

Council Meeting: July 9, 2019

8.12 Lac Ste Anne County Meeting Request

Request

Joe Blakeman, Reeve of Lac Ste Anne County, feels it would be beneficial to hold a meeting to discuss what municipalities believe the roles of our rural MLA's should be regarding the issues faced by municipalities.

Reeve Blakeman is proposing a meeting inviting all Counties and MDs with a maximum of two attendees per municipality to get a strategy together and get ready for a fall meeting with rural caucus. He is suggesting holding meetings in late August or early September. One meeting hosted in southern Alberta and a second hosted by Northern Alberta – with municipalities north of Red Deer.

Alternatives

Recommendation

Administration is recommending that this work be done through the RMA.

Submitted by: Tim Mahdiuk, Interim CAO



June 27th, 2019

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

Dear Reeve:

Re: Meeting Request

I hope all is well.

After discussions with many of our peers from Northern Alberta, I think it would be beneficial for us to have a meeting together to discuss what we believe the roles of our rural MLA's should be regarding the municipal issues we face.

It has been a long time since we have had a strong united rural caucus and I think that we need to act quickly and together to drive forward our issues from Infrastructure to Health care and the social needs of rural Alberta.

You can tell by the Minister's appointed that there is a strong urban representation out there and we need to remind the Premier and his Minister's that without the solid blue in rural Alberta the sitting arrangements at the legislature would be quite different.

Rural Albertan's many times have the joy of being first; first to pay, first to be cut; first to be ignored, when the big cities are at the trough.

In no way do I mean to circumvent RMA in a harmful matter however we should run in parallel with them as I believe we need to strategize together and take forward to rural caucus the direction that rural Alberta needs to take.

With that note I am proposing a meeting inviting all rural Counties and M.D.'s with a maximum of two (2) attendees per municipality to get a strategy together and get ready for a fall meeting with rural caucus. I propose two meetings; one hosted by our Southern municipalities in southern Alberta, the second hosted by Northern Alberta. Northern Alberta would comprise of any municipality north of Red Deer but including Red Deer. I would suggest a late August or early September meeting.

And someplace central depending on response. I am totally open to suggestions.

We need to help our MLA's understand what our position is and to make sure they drive it forward.

Regards,

Joe Blakeman
Reeve
Lac Ste. Anne County

JB/cs

cc: Lac Ste. Anne County Council
Mike Primeau, County Manager



Request for Decision

Council Meeting: July 9, 2019

8.13 Bylaw 2019-20 – Appoint Director of Corporate Services as Designated Officer

Request

Bylaw 2019-19 is being presented to Council to appoint Kyle Attanasio, Director of Corporate Services as a designated officer as per the Subdivision and Development Appeal Board Regulation 195/2017 which requires that the Clerk of the Subdivision and Development Appeal Board shall act as a Designated Officer .

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-20.

Motion to give second reading to Bylaw 2019-20.

Motion to present Bylaw 2019-20 at this meeting for third reading.

Motion to give third reading to Bylaw 2019-020.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW 2019-20

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO APPOINT THE DIRECTOR OF CORPORATE SERVICES AS A DESIGNATED OFFICER.

Whereas, the Subdivision and Development Appeal Board Regulation 195/2017 as amended from time to time, requires that the Clerk of the Subdivision and Development Appeal Board shall act as a Designated Officer; and

Whereas, Section 210 of the Municipal Government Act, R.S.A. 2000 and amendments thereto outlines the appointment of Designated Officers,

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

1. That Kyle Attanasio, Director of Corporate Services, be appointed as a Designated Officer of the County of St. Paul No. 19 for the purpose of serving as Clerk of the Subdivision and Development Appeal Board.
2. That any previous Subdivision and Development Appeal Board Clerk appointments are hereby rescinded.
3. This Bylaw shall come into force and effect upon the final passing thereof.

Read a first time in Council this day of July A.D. 2019.

Read a second time in Council this day of July A.D. 2019.

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

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: July 9, 2019

8.14 Bylaw 2019-15 – Intermunicipal Development Plan with the Town of St. Paul

Request

Recent changes to the MGA mean that all municipalities with common borders must complete and adopt Intermunicipal Development Plans, by April 1, 2020.

Through funding provided by an Alberta Community Partnership grant, the County of St. Paul, Town of St. Paul, Town of Elk Point, and Summer Village of Horseshoe Bay have worked collaboratively to develop three unique Intermunicipal Development Plans.

Working with ISL Engineering and Land Services Ltd, engagement activity included:

- A meeting with council and administration on January 23, 2018 to start the project and discuss issues
- Project kick-off on social media on February 22, 2018
- Landowner interviews and Community Open House 1, on April 18, 2018
- Meeting with administration on May 30, 2018 to discuss the Background Report, which included a technical review and summary of engagement responses
- A draft land use concept was sent to landowners and posted online for feedback in September 2018
- Council meeting on April 8, 2019 to discuss the draft IDP
- Landowner interviews and Community Open House 2, on June 10, 2019 to collect information on the draft IDP

The Town of St. Paul Council will be presented with the Intermunicipal Development Plan for first reading shortly.

A copy of the draft bylaw is attached. The draft Intermunicipal Development Plan can be viewed at -

https://files.townlife.com/public/uploads/documents/24686/County_and_St.Paul_IDP_final.pdf



Alternatives

Council may give first reading to the Intermunicipal Development Plan.

Council may recommend changes to the Intermunicipal Development Plan.

Council may table the decision for first reading of the Intermunicipal Development Plan.

Council may defeat the motion for first reading of the Intermunicipal Development Plan.

Recommendation

Administration is recommending giving first reading to Bylaw 2019-15.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-15

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL DEVELOPMENT PLAN WITH THE TOWN OF ST. PAUL

Whereas, the Municipal Government Act, R.S.A. 2000, as amended authorizes two or more municipalities to adopt an Intermunicipal Development Plan; and

And Whereas, a new Intermunicipal Development Plan has been prepared in accordance with section 631(1) of the Municipal Government Act, R.S.A. 2000 under the direction of the Council of the Town of St. Paul and the Council of the County of St. Paul No.19; and

And Whereas, a public hearing will be held in accordance with section 692(1) of the Municipal Government Act, R.S.A. 2000; and

And Whereas the Town of St. Paul has passed a Bylaw to adopt this Intermunicipal Development Plan;

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

1. THAT Bylaw 1563 is hereby rescinded.
2. THAT the County of St. Paul No.19 and Town of St. Paul Intermunicipal Development Plan is hereby adopted.

Read a first time in Council this 9th day of July, A.D. 2019.

Advertised the ____ day of ____ A.D. 2019 and the ____ day of ____ A.D. 2019 in the St. Paul Journal.

Read a second time in Council this ____ day of ____ A.D. 2019.

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

Reeve

Chief Administrative Officer

Schedule "A"

Intermunicipal Development Plan with the Town of St. Paul



Request for Decision

Council Meeting: July 9, 2019

8.15 Bylaw 2019-16 – Intermunicipal Development Plan with the Town of Elk Point

Request

Recent changes to the MGA mean that all municipalities with common borders must complete and adopt Intermunicipal Development Plans, by April 1, 2020.

Through funding provided by an Alberta Community Partnership grant, the County of St. Paul, Town of St. Paul, Town of Elk Point, and Summer Village of Horseshoe Bay have worked collaboratively to develop three unique Intermunicipal Development Plans.

Working with ISL Engineering and Land Services Ltd, engagement activity included:

- A meeting with council and administration on January 23, 2018 to start the project and discuss issues
- Project kick-off on social media on February 22, 2018
- Landowner interviews and Community Open House 1 on April 19, 2018 to collect information
- Meeting with administration on May 30, 2018 to discuss the Background Report, which included a technical review and summary of engagement responses
- A draft land use concept was sent to landowners and posted online for feedback in September 2018
- Council meeting on April 8, 2019 to discuss the draft IDP
- Community Open House 2 on June 11, 2019 to collect information on the draft IDP

The Town of Elk Point Council was presented with the Intermunicipal Development Plan for first reading July 8, 2019.



A copy of the draft bylaw is attached. The Draft Intermunicipal Development Plan can be viewed at –

https://files.townlife.com/public/uploads/documents/24685/County_and_Elk_Point_IDP_final.pdf

Alternatives

Council may give first reading to the Intermunicipal Development Plan.

Council may recommend changes to the Intermunicipal Development Plan.

Council may table the decision for first reading of the Intermunicipal Development Plan.

Council may defeat the motion for first reading of the Intermunicipal Development Plan.

Recommendation

Administration is recommending giving first reading to Bylaw 2019-16.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-16

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL DEVELOPMENT PLAN WITH THE TOWN OF ELK POINT

Whereas, the Municipal Government Act, R.S.A. 2000, as amended authorizes two or more municipalities to adopt an Intermunicipal Development Plan; and

And Whereas, a new Intermunicipal Development Plan has been prepared in accordance with section 631(1) of the Municipal Government Act, R.S.A. 2000 under the direction of the Council of the Town of Elk Point and the Council of the County of St. Paul No.19; and

And Whereas, a public hearing will be held in accordance with section 692(1) of the Municipal Government Act, R.S.A. 2000; and

And Whereas the Town of Elk Point has passed a Bylaw to adopt this Intermunicipal Development Plan;

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

1. THAT Bylaw 1591 is hereby rescinded.
2. THAT the County of St. Paul No.19 and Town of Elk Point Intermunicipal Development Plan is hereby adopted.

Read a first time in Council this 9th day of July, A.D. 2019.

Advertised the ____ day of ____ A.D. 2019 and the ____ day of ____ A.D. 2019 in the Elk Point Review.

Read a second time in Council this ____ day of ____ A.D. 2019.

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

Reeve

Chief Administrative Officer

Schedule "A"

Intermunicipal Development Plan with the Town of Elk Point



Request for Decision

Council Meeting: July 9, 2019

8.16 Bylaw 2019-17 – Intermunicipal Development Plan with the Summer Village of Horseshoe Bay

Request

Recent changes to the MGA mean that all municipalities with common borders must complete and adopt Intermunicipal Development Plans, by April 1, 2020.

Through funding provided by an Alberta Community Partnership grant, the County of St. Paul, Town of St. Paul, Town of Elk Point, and Summer Village of Horseshoe Bay have worked collaboratively to develop three unique Intermunicipal Development Plans.

Working with ISL Engineering and Land Services Ltd, engagement activity included:

- A meeting with council and administration on January 23, 2018 to start the project and discuss issues
- Project kick-off on social media on February 22, 2018
- Community Open House 1 on April 18, 2018 to collect information
- Meeting with administration on May 30, 2018 to discuss the Background Report, which includes a technical review and summary of engagement responses
- A draft land use concept was sent to landowners and posted online for feedback in September 2018
- Council meeting on April 8, 2019 to discuss the draft IDP
- Community Open House 2 on June 10, 2019 to present the draft IDP

The Summer Village of Horseshoe Bay Council was presented with the Intermunicipal Development Plan for first reading July 6, 2019.

A copy of the draft bylaw is attached. The draft Intermunicipal Development Plan can be viewed at –

https://files.townlife.com/public/uploads/documents/24687/CountyandSummer_Village_Horseshoe_Bay_IDP_final.pdf



Alternatives

Council may give first reading to the Intermunicipal Development Plan.

Council may recommend changes to the Intermunicipal Development Plan.

Council may table the decision for first reading of the Intermunicipal Development Plan.

Council may defeat the motion for first reading of the Intermunicipal Development Plan.

Recommendation

Administration is recommending giving first reading to Bylaw 2019-17.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-17

**A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA
TO ADOPT AN INTERMUNICIPAL DEVELOPMENT PLAN WITH THE SUMMER
VILLAGE OF HORSESHOE BAY**

Whereas, the Municipal Government Act, R.S.A. 2000, as amended authorizes two or more municipalities to adopt an Intermunicipal Development Plan; and

And Whereas, a new Intermunicipal Development Plan has been prepared in accordance with section 631(1) of the Municipal Government Act, R.S.A. 2000 under the direction of the Council of the Summer Village of Horseshoe Bay and the Council of the County of St. Paul No.19; and

And Whereas, a public hearing will be held in accordance with section 692(1) of the Municipal Government Act, R.S.A. 2000; and

And Whereas the Summer Village of Horseshoe Bay has passed a Bylaw to adopt this Intermunicipal Development Plan;

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

1. THAT the County of St. Paul No.19 and the Summer Village of Horseshoe Bay Intermunicipal Development Plan is hereby adopted.

Read a first time in Council this 9th day of July, A.D. 2019.

Advertised the _____ day of _____ A.D. 2019 and the ____ day of _____ A.D. 2019 in the St. Paul Journal.

Read a second time in Council this ____ day of _____ A.D. 2019.

Read a third time in Council and duly passed this __ day of _____ A.D. 2019.

Reeve

Chief Administrative Officer

Schedule "A"

Intermunicipal Development Plan With The Summer Village of Horseshoe Bay



Request for Decision

Council Meeting: July 9, 2019

8.17 Request to Amend Land Use Bylaw 2013-50 Section 7.30 Sewage Holding Tanks for Lot 1, Block 2, Plan 1120579

Request

The owner of Lot 1, Block 2, Plan 1120579 (contained within NE 30-58-9-W4M) wishes to install a field system for the onsite treatment of wastewater. The Land Use Bylaw 2013-50 section 7.30 prohibits on site treatment of wastewater on parcels adjacent to named lakes.

The 140.8 acre parcel is adjacent to Cardinal Lake. The proposed location meets the requirements of the Alberta Private Sewage Systems Standard of Practice Regulation (2015).

Alternatives

Council gives first reading to a bylaw to amend the Land Use Bylaw section 7.30 to allow Lot 1, Block 2, Plan 1120579 to treat wastewater on-site.

Council denies the request to amend the Land Use Bylaw section 7.30.

Recommendation

Administration is recommending upholding the Land Use Bylaw 2013-50 by denying the request.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-18

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO AMEND LAND USE BYLAW NO. 2013-50.

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

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

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

Section 7.30 – Sewage Holding Tanks

- (1) On all parcels fronting onto named lakes, only self-contained sewage systems will be permitted to be installed or replaced. Self-contained Sewage Systems include, connection to a municipal system, municipal/private co-op systems and private sewage holding tanks that meet applicable/relevant CAN/CSA standards, but do not include disposal fields, treatment mounds, pit privies, or any other approved system for the disposal of sewage or waste water on a parcel of land which results in the disposal of sewage and/or waste water into the ground.
 - d) Notwithstanding the above, Lot 1, Block 2, Plan 1120579 shall be permitted to install and operate a disposal field or treatment mound as soils dictate. The private sewage disposal system shall meet the requirements of the Alberta Private Sewage Systems Standard of Practice Regulation (2015) as amended from time to time.

Read a first time in Council this 9th day of July, A.D. 2019.

Advertised the ____ day of ____, A.D. 2019, and the ____ day of ____, A.D. 2019 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this ____ day of July A.D. 2019.

Read a third time in Council and duly passed this ____ day of July A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: July 9, 2019

8.18 Request to Amend Municipal Development Plan Bylaw 2013-51 Section 2.5 Transportation and Utilities for Lot 1, Block 2, Plan 1120579

Request

The owner of Lot 1, Block 2, Plan 1120579 (contained within NE 30-58-9-W4M) wishes to utilize the existing approach on Lot 3, Block 2, Plan 1423976. An easement would be created and registered on titles. Due to the nature of the proposed development, utilization of the existing approach provides for additional security as the owner of the development resides on Lot 3, Block 2, Plan 1423976.

The Municipal Development Plan Bylaw 2013-51 section 2.5 prohibits the use of easement for means of access for new subdivisions and developments.

Alternatives

Council gives first reading to a bylaw to amend the Municipal Development Plan section 2.5 to allow Lot 1, Block 2, Plan 1120579 to have access by way of easement.

Council denies the request to amend the Municipal Development Plan section 2.5.

Recommendation

Administration is recommending upholding the Municipal Development Plan 2013-51 by denying the request.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-19

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO AMEND MUNICIPAL DEVELOPMENT PLAN NO. 2013-51.

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

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

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

Section 2.5 – Transportation and Utilities (7)

- c. Easements shall not be considered an appropriate means to provide legal access to subdivisions; and
 - i. Notwithstanding the above, legal access to the development on Lot 1, Block 2, Plan 1120579 may be created by way of access easement.

Read a first time in Council this 9th day of July, A.D. 2019.

Advertised the ____ day of ____, A.D. 2019, and the ____ day of ____, A.D. 2019 in the St. Paul Journal and Elk Point Review.

Read a second time in Council this ____ day of July A.D. 2019.

Read a third time in Council and duly passed this ____ day of July A.D. 2019.

Reeve

Chief Administrative Officer



June 28, 2019

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

Dear Reeve and Council:

RE: Board of Trustees' representation in local areas/by-election

As you may be aware, two of the seven St. Paul Education Regional Division #1 Board of Trustees have recently stepped down from their positions to pursue new career paths. School divisions do not have to adhere to the same strict timelines as municipalities do when it comes to by-elections. We were advised by Alberta Education that holding a by-election in the summer months would not be productive and therefore the Board of Trustees have tabled the decision to the Fall.

This additional time also coincides with the passing of Bill 8, the new Education Act, because the Board anticipates some new regulations may be forthcoming with respect to holding by-elections and electoral boundaries. With the two vacancies, it is also an opportune time for the Board to review if they should keep things the way they are, look at a redistribution of the current wards, or possibly consider reducing the number of wards in the division.

The purpose of this letter is to not only inform you of the possible upcoming changes in the fall, but also to reassure our elected officials in the now two vacant areas that the interests of students, families, and communities will still be fully protected. Board policy and code of conduct clearly stipulate an individual trustee 'must represent the interests of the entire division'. Until such time as a final decision is made with respect to the two vacant positions, you can still expect a trustee will make a concerted effort to attend your school's Parent Council meetings and all events a trustee would normally be present at.

As always, should you have any questions or concerns please do not hesitate to email me at heather_starosielski@sperd.ca.

Sincerely,

Heather Starosielski
Board Chair