

# Tuesday, August 13, 2019 10:00 AM

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10.

11.

# 12. Financial

### 12.1 Budget to Actual

# 12.2 Listing of Accounts Payable

A listing of Accounts Payable will be circulated for Council's reveiw.

# 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, July 9, 2019 10:00 AM Board Room

Present	Reeve Steve Upham
	Councillor Darrell Younghans, Division 1
	Councillor Kevin Wirsta, Division 2
	Councillor Cliff Martin, Division 3
	Councillor Maxine Fodness, Division 4
	Councillor Dale Hedrick, Division 5
	Councillor Laurent Amyotte, Division 6
Staff Present	Tim Mahdiuk, Interim CAO
	Kyle Attanasio, Director of Corporate Services
	Dennis Bergheim, Director of Community Services
	Dan Reid, Director of Public Works
	Phyllis Corbiere, Executive Assistant
	Arlene Shwetz, Communications Coordinator

### 1. Call to Order

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

Meredith Kerr, St. Paul Journal, informed council that she will be recording the meeting.

### 2. Minutes

# Resolution CM20190709.1001

Moved By: Councillor Laurent Amyotte

to approve the minutes of the June 11, 2019 Council Meeting as presented.

### 3. Bank Reconciliation

### **Resolution CM20190709.1002**

Moved By: Councillor Cliff Martin

to adopt the Bank Reconciliation for the month ending June 30, 2019.

Carried

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

### **Resolution CM20190709.1003**

Moved By: Councillor Maxine Fodness

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

8.19 Frog Lake Cemetery Proposal for Expansion

Carried

### 5. Closed Session

### 5.1 Closed Session

### **Resolution CM20190709.1004**

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 & 29, Division 2, Part 1 of the FOIP Act at 10:09 am

### Carried

Arlene Shwetz, Communications Coordinator and Meredith Kerr, St. Paul Journal left the Council Room at 10:09 am.

Staff - Tim Mahdiuk, Dennis Bergheim, Kyle Attanasio, Dan Reid and Phyllis Corbiere remained in the Council Room during closed session to provide information as required by Council.

### **Resolution CM20190709.1005**

Moved By: Councillor Cliff Martin

to revert to an open meeting at 10:32 am

Meredith Kerr, St. Paul Journal and Arlene Shwetz, Communications Coordinator, entered the Council Room at 10:32 am.

### **Resolution CM20190709.1006**

Moved By: Councillor Darrell Younghans

to enter into discussions with the landowner adjacent to the St. Paul Transfer station for the purchase of land.

### Carried

### 6. Business Arising from Minutes

### 6.1 Capella Centre

### Resolution CM20190709.1007

Moved By: Councillor Maxine Fodness

to defer the request for sponsorship from the Capella Centre to strategic Planning and Budget deliberations.

Carried

### 8. New Business

### 8.1 2019 Strategic Plan - 2nd Quarter Update

### **Resolution CM20190709.1008**

Moved By: Councillor Maxine Fodness

to accept the 2nd Quarter of the 2019 County of St. Paul Operational Plan as information.

Carried

### **Resolution CM20190709.1008**

Moved By: Councillor Darrell Younghans

that administration set up a meeting with the MLA David Hanson and MLA Glenn van Dijken and appropriate staff and that Council provides items to be discussed during the meeting.

### 8.2 Amend Budget Narrative

### Resolution CM20190709.

Moved By: Councillor Kevin Wirsta

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.

Carried

# 8.3 AlphaBow Energy Ltd Request to Waive Penalties on outstanding Property Taxes

### Resolution CM20190709.1011

Moved By: Councillor Cliff Martin

to deny the request from AlphaBow Energy Ltd to defer the remaining property taxes and waive the penalties on Roll Numbers 60002100, 6606001 and 66090008.

Carried

### 8.4 LRA Rodeo Cleanup Fundraiser

Councillor Kevin Wirsta and Councillor Maxine Fodness declared a conflict of interest and left the Council Room at 10:47 am

### **Resolution CM20190709.1012**

Moved By: Councillor Darrell Younghans

to award the 2019 LRA Rodeo Cleanup fundraiser to the Mallaig Minor Hockey Association to work with a group selected by the Town of St. Paul.

### Carried

Councillor Maxine Fodness and Councillor Kevin Wirsta entered the Council Room at 10:51 am.

### 8.5 St. Paul Rec Board Member at Large

Council was presented with 4 applications to serve as a member at large on the St. Paul Recreation Board. A vote was taken by secret ballot.

### Resolution CM20190709.1013

Moved By: Councillor Cliff Martin

to appoint Dan Reid as the member at large to the St. Paul Rec Board for the remainder of the term until 2021.

### Carried

### 7. Delegation

### 7.1 11:00 am - STARS, Glenda Farnden

Glenda Franden, Sr. Municipal Liaison Officer for STARS entered the Council Room at 11:00 am to provide the annual update on STARS, which is approaching 35 years of being in Alberta.

Currently have 6 STARS bases, serving 4 provinces across Western Canada and average 8 missions per day. STARS has purchased 3 new Aribus H145 to be paid through cash reserves and financing. Their goal is to purchase 9 new airbuses to replace entire fleet to be completed by 2022. Have received funding for one Airbus from the Sask Government one from the Alberta Government and five to be paid by the Federal Government. She then requested that the County continue to provide support at \$2.00 per capita.

The delegation left the Council Room at 11:29 a.m.

### Resolution CM20190709.1014

Moved By: Councillor Laurent Amyotte

to provide STARS with financial support of \$2.00 per capital, for a total of \$12,936 for 2019.

### Carried

# 7.2 11:30 am - Bylaw 2019-12 - Amend MDP / Bylaw 2019-13 - Amend LUB

Reeve Upham declared the Public Hearing open at 11:30 a.m.

Krystle Fedoretz, Director of Planning and Development, informed Council that the Public Hearing has been advertised in accordance with section 606 of the MGA.

Shen then informed Council that the purpose of the Public Hearing scheduled for 11:30 am is to discuss Bylaw 2019-12 as it relates to

amending Municipal Development Plan 2013-51 to include a notwithstanding clause under Section 2.2 for one parcel, not exceeding 32 acres in size, which may be subdivided from NE 34-58-10-W4 for residential purposes.

There were no written submissions in favor or in opposition to the proposed bylaw.

There was no one present to speak in favor of or in opposition to the proposed bylaw.

Reeve Upham declared the Public Hearing closed at 11:33 am

### **Resolution CM20190709.1015**

Moved By: Councillor Maxine Fodness

to give second reading to Bylaw 2019-12, as it relates to amending Municipal Development Plan 2013-51 to include a notwithstanding clause under Section 2.2 for one parcel, not exceeding 32 acres in size, which may be subdivided from NE 34-58-10-W4 for residential purposes.

Carried

### Resolution CM20190709.1016

Moved By: Councillor Kevin Wirsta

to give third reading to Bylaw 2019-12.

### Carried

Reeve Upham declared the Public Hearing open at 11:38 a.m.

Krystle Fedoretz, Director of Planning and Development, informed Council that the Public Hearing has been advertised in accordance with section 606 of the MGA.

Shen then informed Council that the purpose of the Public Hearing is to discuss Bylaw 2019-13 as it relates to amending Land Use Bylaw 2013-50 to allow the creation of a 32 acre parcel within the Agriculture District.

There were no written submissions in favor or in opposition to the proposed bylaw.

There was no one present to speak in favor of or in opposition to the proposed bylaw.

Reeve Upham declared the Public Hearing closed at 11:44 am

### **Resolution CM20190709.1017**

Moved By: Councillor Dale Hedrick

to give second reading to 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.

Carried

### Resolution CM20190709.1018

Moved By: Councillor Laurent Amyotte

to give third reading to Bylaw 2019.13.

Carried

### 8. New Business

8.6 InterMunicipal Subdivision and Development Appeal Board Member at Large

Resolution CM20190709.10 Moved By: Councillor Dale Hedrick

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

Carried

### 8.7 St. Paul Elk Point Regional Inter-Municipal SDAB Agreement

### **Resolution CM20190709.1019**

Moved By: Councillor Cliff Martin

to approve the St. Paul Elk Point Inter-Municipal Subdivision and Development Appeal Board Agreement effective June 1, 2019, with the amendment to item 8.4 replacing the word adjourned with recessed.

### 8.8 St. Paul Elk Point Inter-Municipal ARB Agreement

### **Resolution CM20190709.1020**

Moved By: Councillor Darrell Younghans

to approve the St. Paul Elk Point Inter-Municipal Assessment Review Board Agreement effective June 1, 2019.

Carried

### 8.9 Lease Agreement with 3C Information Solutions Inc.

### Resolution CM20190709.1021

Moved By: Councillor Laurent Amyotte

to enter 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.

Carried

### 8.10 Elk Point Airport Reopening

### **Resolution CM20190709.1022**

Moved By: Councillor Maxine Fodness

to appoint Councillor Kevin Wirsta to speak at the Elk Point Airport reopening ceremony.

Carried

### 8.11 Water North Coalition

# **Resolution CM20190709.1023**

Moved By: Councillor Maxine Fodness

to file the request to appoint a member to the Water North Coalition Committee as information.

Carried

### 8.12 Lac Ste Anne County Meeting Request

**Resolution CM20190709.1024** Moved By: Councillor Darrell Younghans to appoint the Reeve and Deputy Reeve to attend a meeting with other Reeves and Deputy Reeves headed by Joe Blakeman of Lac Ste Anne County to discuss the roles of rural MLAs regarding municipal issues, and that Council will re-evaluate to see if it is repetitive of the Mayors and Reeves Caucus meetings held during the RMA Convention.

Carried

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

### Resolution CM20190709.10

Moved By: Councillor Laurent Amyotte

to give first reading to Bylaw 2019-20 to appoint Kyle Attanasio, Director of Corporate Services as a designated officer, as he is Clerk of the Subdivision and Development Appeal Board.

Carried

### Resolution CM20190709.10

Moved By: Councillor Dale Hedrick

to give second reading to Bylaw 2019-20.

Carried

# Resolution CM20190709.10

Moved By: Councillor Maxine Fodness

to present Bylaw 2019-20 for third reading.

**Carried Unanimously** 

# Resolution CM20190709.10

Moved By: Councillor Cliff Martin

to give third reading to Bylaw 2019-20.

### 8.14 Bylaw 2019-15 Intermunicipal Development Plan - Town of St. Paul

### **Resolution CM20190709.1029**

Moved By: Councillor Cliff Martin

to give first reading to Bylaw 2019-15, Intermunicipal Development Plan with the Town of St. Paul.

Carried

### 8.15 Bylaw 2019-16 Intermunicipal Development Plan - Town of Elk Point

### Resolution CM20190709.

Moved By: Councillor Kevin Wirsta

to give first reading to Bylaw 2019-16, Intermunicipal Development Plan with the Town of Elk Point.

Carried

# 8.16 Bylaw 2019-17 Intermunicipal Development Plan - Summer Village of Horseshoe Bay

### Resolution Cm20190709.

Moved By: Councillor Laurent Amyotte

to give first reading to Bylaw 2019-17, Intermunicipal Development Plan with the Summer Village of Horseshoe Bay.

### Carried

### 8.19 Frog Lake Cemetery Proposal For Expansion

### Resolution CM20190709.10

Moved By: Councillor Dale Hedrick

that Public Works assist the Frog Lake Cemetery with leveling their site and assisting with surveying their property.

Carried

The meeting adjourned for lunch at 12:02 pm and reconvened at 1:02 pm with all members of Council present.

### 7. Delegation

### 7.3 1:00 pm - Laurie Starman

Terry Starman, owner of Lot 8, Block 4, Plan 7920741, entered the Council Room to discuss his building encroaching on the Municipal Reserve. Mr. Starman requested that Council reconsider their decision to have him remove his buildings from the reserve land and requested an encroachment agreement for his trailer shelter.

### Resolution CM20190709.10

Moved By: Councillor Darrell Younghans

to deny the request from the owner of Lot 8, Block 4, Plan 7920741 for an encroachment agreement.

Carried

### 9. Correspondence

### 9.1 Letter St. Paul Education

### Resolution CM20190709.10

Moved By: Councillor Cliff Martin

motion to file the letter from St. Paul Education regarding a by-election for school trustees as information.

Carried

### 10. Reports

### 10.1 CAO Report

### Resolution CM20190709.10

Moved By: Councillor Laurent Amyotte

to accept the CAO Report as presented.

Carried

### 7. Delegation

### 7.4 1:45 pm - Bylaw 2019-11 - Re-District Lot 1, Block 2, Plan 1120579

Reeve Upham declared the Public Hearing open at 1:45 pm.

Krystle Fedoretz, Director of Planning and Development, informed Council that the Public Hearing has been advertised in accordance with section 606 of the MGA.

Shen then informed Council that the purpose of the Public Hearing scheduled for 1:45 pm is 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. The landowners hosted a public consultation and the notes were enclosed in the agenda package.

There were no written submissions in favor or in opposition to the proposed bylaw.

Kim Christensen lives north of the proposed site and spoke in opposition – she requested that Council limit to the site and not include the entire parcel of land. She is concern if the property rezoned as industrial and they are not successful with their application, what other business they could operate on the property.

Louise Severin spoke in favor of the proposed subdivision. Even though the property would be rezoned to industrial commercial, they intend to continue using the balance of the property for farming.

Potential business owners spoke in favor of the proposed rezoning and provided Council with the process they have followed.

Reeve Upham declared the Public Hearing closed at 2:01 pm

### Resolution CM20190709.

Moved By: Councillor Maxine Fodness

to give second reading to Bylaw 2019-11.

### Carried

# Resolution CM20190709.

Moved By: Councillor Dale Hedrick

to give third reading to Bylaw 2019-11.

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

David Henry, Detachment Commander in Elk Point, was admitted to the Council Room at 2:06 pm. To date have responded to 991 calls, averaging 71 calls per month.

Three Community Priorities they will focus on include:

- Crime Reduction Warrant Roundups
- Traffic Safety
- Community / Public Relations

Discussion on the crime rate in the Elk Point Area and how they are working to reduce it. The delegation left the Council Room at 2:24 pm.

### 8. New Business

### 8.17 Request to Amend Land Use Bylaw 2013-50 Section 7.30

### Resolution CM20190709.10

Moved By: Councillor Maxine Fodness

to give first reading to Bylaw 2019-18 to amend Land Use Bylaw 2013-50, Section 7.30 to include a notwithstanding clause allowing Lot 1, Block 2, Plan 1120579 to install and operate a disposal field or treatment mound as soil dictates.

Carried

# 8.18 Request to Amend Municipal Development Plan Bylaw 2013-51 Section 2.5

### Resolution CM20190709.

Moved By: Councillor Darrell Younghans

to give first reading to Bylaw 2019-19 to amend Municipal Development Plan 2013-51, Section 2.5 to include a notwithstanding clause that legal access to the development on Lot 1, Block 2, Plan 1120579 may be created by way of an easement.

### 12. Financial

### 12.2 Listing of Accounts Payable

### Resolution CM20190709.

Moved By: Councillor Dale Hedrick

to file the listing of Accounts Payable as circulated:

Batch	Cheque Date	Cheque Nos.	Batch Amount
22569	June 5, 2019	Direct Deposits	\$ 22,476.45
22574	June 7, 2019	Direct Deposits	\$147,955.86
22575	June 6, 2019	33885-33982	\$703,861.82
22608	June 14, 2019	33983-34030	\$351,300.50
22607	June 17, 2019	Direct Deposits	\$ 78,866.84
22653	June 25, 2019	34031-34105	\$612,629.56
22650	June 25, 2019	Direct Deposits	\$187,853.72
22652	June 26, 2019	Direct Deposits	\$585,039.44
2663	June 28, 2019	Direct Deposits	\$113,994.23

### Carried

# 12.3 Council Fees

### Resolution CM20190709.

Moved By: Councillor Maxine Fodness

to approve the Council Fees for the Month of June 2019 as circulated.

Carried

### 12.1 Budget to Actual

### Resolution CM20190709.10

Moved By: Councillor Cliff Martin

to approve the budget to actual as of June 30, 2019.

# 13. Adjournment

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting at 2:37 pm

_	_
Reeve	Chief Administrative Officer

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



# **Request for Decision**

Council Meeting: August 13, 2019

5.1. Closed Session

# Request

Information to be presented at the meeting as per Section 17 and 27 Division 2, Part 1 of the FOIP Act.

# Alternatives

# Recommendation

To move into Closed Session.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



# **Request for Decision**

Council Meeting: August 13, 2019

# 7.1 – 11:30 am - Langley Robitaille

# Request

The Heinsburg Post Office closed on May 31<sup>st</sup> and the residents of Heinsburg are picking up their mail from super boxes at the Heinsburg Community Hall.

Langley Robitaille will present a proposal to Council for opening the Heinsburg Post Office at a different location. Mr. Robitaille will be talking about options to use the Heinsburg Community Hall or the Rail Station for the post office. He is also requesting funding from the County.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant

Over 200 years ago in the rural area of Fort George, a community was built, which slowly flourished into a small town. This community flourished through tribulations such as the North West Rebellion, war, and economic hardship. A settlement was born and old merged with new. Eventually, the great iron rail covered this country. Soon came a church, school, hotel, wheel wright, pharmacy, and a post office appeared. It was this post office which brought a man named John Heins who aptly named the town Heinsburg. The post office has been a hub of communication and business for this community for the past 106 years. Although it has changed a few times, it is a staple of community identity. I purpose to save the post office in Heinsburg which is why I am here to present an idea and opportunity to you. I hope to inspire you to offer your support to help retain Heinsburg's post office thereby retaining one of the last commercial services in the town of Heinsburg.

There are two buildings that belong to the township that may be suitable as a post office. The buildings are the community hall, and the CNR Rail Station. Both of these locations have their drawbacks and benefits should they be used as a post office. Although one is costly it offers a greater long term payout and viability whereas the other may be more cost effective but does not offer the opportunity for growth.

The rail station is an historic building, it can be used for cultural/artistic/and commercial use. If interested, someone could apply for grants, as this building has historical significance, and therefore, by placing the post office in this building the rail station could possibly be brought back to its former glory. Not only can this building be renovated, should grants be attainable, the building could become usable for events and become a source of income for the county. If brought into working order and properly renovated, the building would become a place for the community to mingle while remaining useful and functional coinciding with the efforts of The Iron Horse Trail. The location has its own stage, and kitchen but requires heat, sewer, and water which becomes a costly and time consuming venture. The rail station does have a lot of potential but will require a higher dedication of resources from the county to make it a useable year round space. Canada Post does not supply funds for these types of ventures and as a result, should Heinsburg wish to place the post office in this location, the community will need to fund the venture.

The second option is the community hall. Although the building is owned by the county of St. Paul, I have approached the president of the hall and have asked them about their feelings towards the use of a small portion of the hall for a post office. An agreement must still be ratified by vote before a final agreement could be reached with them, but on first consultation they seemed agreeable. There is a space that can be used, and modified to fit the needs of a post office. The building will require that a door and a small wall be used to block outside access to a stairway for privacy reasons and the county would have to fund this renovation. Should the post office be placed in this space, the space needs to be blocked off from the rest of the hall so that the security of the mail can be ensured. Furthermore, the county would also have to fund the building of a wheelchair ramp so that the building is accessible to all.

If the county of St. Paul is willing to help invest in the future of Heinsburg's post office, I ask for funding options to be discussed and a choice to be made as to which building option will be supported for funding. As I previously mentioned, Canada Post does not provide any funding for renovations or

updates to a building. Should the county choose to not support the installation of a post office space, Heinsburg residents will have to drive to Frog Lake to receive their mail or they will have to pay a yearly fee of \$150 to have a post office box in Elk Point. The only other option for the townspeople of Heinsburg will be to use mono boxes which are installed in the town currently. These boxes do not allow residents to send mail as they are for receiving mail only. The boxes also do not allow residents to receive oversized mail such as parcels which once again means they will have to drive to another location to retrieve their incoming mail.

Currently, I have been informed that Canada Post will supply me with \$2279 annually to rent a space, so I am willing to give that to the county as rent as long as the postal service continues to provide that funding. If the funding should ever be terminated, I am not able to pay this out of my wages and at that time changes would have to be discussed with the county. Thank you for considering my proposal. Once a decision has been made and a building decided upon (if the vote favours the installation of a new post office) quotes would be supplied and discussed and details can be finalized.

I have enclosed a copy of a quote for the installation of heat into the rail station building and its estimated monthly maintenance of the train station and pictures. I have also enclosed photos of the hall and its available space.















4418-54 Avenue, Box 7767, Bonnyville, Alberta T9N 2J1 Ph: 780.826.7731 Fax: 780.826.4641 Email: mrbordeleau@yahoo.ca

June 4, 2019.

Heinsberg Train Station Heinsberg, Alberta

Attention: Langley Robitaille

#### **Re: Furnace Changeout**

Dear: Langley

We are pleased to submit the following budget quotation for the above mentioned project as follows:

Supply and install 1- new Trane 120,000 BTU single stage up flow furnace to replace existing gravity furnace c/w supply air ductwork modifications, new venting for furnace, drain line, electrical and control hook-ups, gas hook-ups, gas permit, and disposal of old unit.

### BUDGET PRICE \$ 9, 500.00 GST EXTRA

Notes:

- Depending on insulation values of the building the gas bills could range around \$300.00 per month.
- Power consumption for the furnace wouldn't be a great cost, maybe \$40.00 per month.

Sincerely, Trademark Plumbing & Heating Ltd.

Jarcel Brdelen

Marcel Bordeleau Estimator





# **Request for Decision**

Council Meeting: August 13, 2019

# 7.2.1 1:00 pm - Public Hearing - 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.

On July 9, 2019 Council gave first reading to Bylaw 2019-15, Intermunicipal Development Plan with the Town of St. Paul. The bylaw was advertised July 30, 2019 and August 6, 2019 in the St. Paul Journal and Elk Point Review.

There have been some changes to the IDP. Alberta Health Services provided comments regarding inactive landfills within the plan area. The Plan has been amended to reflect the location of the inactive landfills and included policy statements in this respect. The updated plan can be viewed from the following link:

https://wetransfer.com/downloads/6660e99122bc5804c0f5680da8cdc6a62019080 6212952/00210b

# Alternatives

Following the Public Hearing Council may -

Give second and third readings to Bylaw 2019-15, the Intermunicipal Development Plan with the Town of St. Paul.

Council may recommend changes to the Intermunicipal Development Plan.

Council may table a decision for second and third reading of the Intermunicipal Development Plan.

# COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



# Recommendation

Proceed to Public Hearing scheduled for 1:00 pm to discuss Bylaw 2019-15 to adopt and Intermunicipal Development Plan with the Town of St. Paul.

Administration is recommending to give second and third reading to Bylaw 2019-15, Intermunicipal Development Plan with the Town of St. Paul.

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 9<sup>th</sup> day of July, A.D. 2019.

Advertised the 30<sup>th</sup> day of July A.D. 2019 and the 6<sup>th</sup> day of August A.D. 2019 in the St. Paul Journal and 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

Interim Chief Administrative Officer

# Schedule "A"

Intermunicipal Development Plan with the Town of St. Paul



# **Request for Decision**

Council Meeting: August 13, 2019

# 7.2.2 1:00 pm - Public Hearing - 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.

On July 9, 2019 Council gave first reading to Bylaw 2019-16, Intermunicipal Development Plan with the Town of Elk Point. The bylaw was advertised July 30, 2019 and August 6, 2019 in the St. Paul Journal and Elk Point Review.

There have been some changes to the IDP. Alberta Health Services provided comments regarding inactive landfills within the plan area. The Plan has been amended to reflect the location of the inactive landfills and included policy statements in this respect. The updated plan can be viewed from the following link:

https://wetransfer.com/downloads/3fd6010a28fd5bb3fd1d21088adf19ab20190806 212916/c2c199

# Alternatives

Following the Public Hearing Council may -

Give second and third readings to Bylaw 2019-16, the Intermunicipal Development Plan with the Town of Elk Point.

Council may recommend changes to the Intermunicipal Development Plan.

Council may table a decision for second and third reading of the Intermunicipal Development Plan.

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



# Recommendation

Proceed to Public Hearing scheduled for 1:00 pm to discuss Bylaw 2019-16 to adopt and Intermunicipal Development Plan with the Town of Elk Point

Administration is recommending to give second and third reading to Bylaw 2019-16, Intermunicipal Development Plan with the Town of Elk Point.

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 9<sup>th</sup> day of July, A.D. 2019.

Advertised the 30<sup>th</sup> day of July A.D. 2019 and the 6<sup>th</sup> day of August 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

Interim Chief Administrative Officer
#### Schedule "A"

Intermunicipal Development Plan with the Town of Elk Point



#### **Request for Decision**

Council Meeting: August 13, 2019

#### 7.2.3 1:00 pm - Public Hearing - 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.

On July 9, 2019 Council gave first reading to Bylaw 2019-17, Intermunicipal Development Plan with the Summer Village of Horseshoe Bay. The bylaw was advertised July 30, 2019 and August 6, 2019 in the St. Paul Journal and Elk Point Review.

There have been some changes to the IDP. Alberta Health Services provided comments regarding inactive landfills within the plan area. The Plan has been amended to reflect the location of the inactive landfills and included policy statements in this respect. The updated plan can be viewed from the following link:

https://wetransfer.com/downloads/72a0efaff372e11547e3e461476057562019080621 3027/10d352

#### Alternatives

Following the Public Hearing Council may -

Give second and third readings to Bylaw 2019-17, the Intermunicipal Development Plan with the Summer Village of Horseshoe Bay.

Council may recommend changes to the Intermunicipal Development Plan.

Council may table a decision for second and third reading of the Intermunicipal Development Plan.



#### Recommendation

Proceed to Public Hearing scheduled for 1:00 pm to discuss Bylaw 2019-17 to adopt an Intermunicipal Development Plan with the Summer Village of Horseshoe Bay.

Administration is recommending to give second and third reading to Bylaw 2019-17, Intermunicipal Development Plan with the Summer Village of Horseshoe Bay.

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 Council of the Council 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 9<sup>th</sup> day of July, A.D. 2019.

Advertised the 30<sup>th</sup> day of July A.D. 2019 and the 6<sup>th</sup> day of August A.D. 2019 in the St. Paul Journal and 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

Interim Chief Administrative Officer

#### Schedule "A"

Intermunicipal Development Plan with The Summer Village of Horseshoe Bay

#### 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 <u>Municipal Government Act</u>, 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 9<sup>th</sup> day of July, A.D. 2019.

Advertised the 30<sup>th</sup> day of July A.D. 2019, and the 6<sup>th</sup> day of August A.D. 2019 in the St. Paul Journal and Elk Point Review.

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: August 13, 2019

#### 7.3 1:30 pm – Public Hearing – Bylaw 2019-18 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).

Council gave first reading to Bylaw 2019-18 at the July 9, 2019 Council Meeting. As per section 606 of the MGA, Bylaw 2019-18 was advertised in the St. Paul Journal and Elk Point Review on July 30th and August 6<sup>th</sup>.

#### Alternatives

Following the Public Hearing Council may -

Give second and third readings to Bylaw 2019-18 to amend Section 7.30 of Land Use Bylaw 2013-50.

Deny second reading of Bylaw 2019-18.



#### Recommendation

Proceed to Public Hearing scheduled for 1:30 pm to discuss Bylaw 2019-18 to amend Section 7.30 of Land Use Bylaw 2013-50 to include a notwithstanding clause to permit the installation and operation of a disposal field or treatment mound on Lot 1, Block 2, Plan 1120579.

As per the direction of Council.

Submitted by: Krystle Fedoretz, Director of Planning and Development



#### **Request for Decision**

Council Meeting: August 13, 2019

#### 7.4 1:45 pm Public Hearing – Bylaw 2019-19 to Amend Municipal Development Plan 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 1, 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 the easement for means of access for new subdivisions and developments.

Council gave first reading to Bylaw 2019-19 at the July 9, 2019 Council Meeting. As per section 606 of the MGA, Bylaw 2019-19 was advertised in the St. Paul Journal and Elk Point Review on July 30th and August 6<sup>th</sup>.

#### Alternatives

Following the Public Hearing Council may -

Give second and third readings to Bylaw 2019-19 to amend Section 2.5 of Municipal Development Plan Bylaw 2013-51.

Deny second reading of Bylaw 2019-19.



#### Recommendation

Proceed to Public Hearing scheduled for 1:45 pm to discuss Bylaw 2019-19 to amend Section 2.5 of Municipal Development Plan 2013-51 to include a notwithstanding clause where legal access to the development on Lot 1, Block 2, Plan 1120579 may be created by way of access easement.

As per the direction of Council.

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 <u>Municipal Government Act</u>, 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 9<sup>th</sup> day of July, A.D. 2019.

Advertised the 30<sup>th</sup> day of July A.D. 2019, and the 6<sup>th</sup> day of August 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

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



#### **Request for Decision**

Council Meeting: August 13, 2019

#### 7.5 – 2:00 pm – Amyotte & Sons Ltd.

#### Request

Henri Amyotte, Amyotte and Sons Ltd., will be in to discuss installing a water line to their business located on PSW 30-60-9-W4, north of the Hamlet of Mallaig.

#### Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



#### **Request for Decision**

Council Meeting: August 13, 2019

8.1 19<sup>th</sup> Annual Alberta CARE Conference

#### Request

The 19<sup>th</sup> Annual Alberta CARE Conference will be held September 4-6, 2019 in Peace River. Registration for the Conference is \$425.

#### Alternatives

#### Recommendation

Administration is recommending approving Reeve Upham and Warren Leister to attend the 19<sup>th</sup> Annual Alberta CARE Conference to be held September 4-6, 2019 in Peace River.

Submitted by: Phyllis Corbiere, Executive Assistant

#### 19th Annual Alberta CARE Conference

Please forward registrations & payment to: ALBERTA C.A.R.E. Linda McDonald, Executive Director 5212-49 Street Leduc, AB T9E 7H5 Toll Free: 1.866.818.CARE (2273) Cell: 1-780-668-6767 Fax: 780.980.0232 Email: executivedirector@albertacare.org Web: www.albertacare.org

#### Who Should Attend?

- Municipal Elected Officials
- Waste Management Employees
- Public Works Employees
- · Landfill Operators
- Government Waste Management Agencies
- Community Recycling Associations and Non-Profit Groups
- Waste Management Businesses
- Environmental Organizations
- School Boards, Education Facilitators
- Anyone interested in Reusing, Reducing, Recycling and Recovery

Silent Auction Going once... Going twice... Beginning September 4th Ending September 5th at 8pm 19th Annual Alberta CARE Conference

September 4th-6th

2019

#### Accommodations

Nova Inn Peace River 8010 100 Avenue Peace River, AB 1-780-618-1999

#### **Best Western Plus**

8016 99 Avenue Peace River, AB 1-780-617-7600

#### Book Accommodation under Alberta CARE



Nova Inn Peace River



#### 19th Annual Alberta CARE Conference

September 4th- 6th 2019 Chateau Nova Peace River 10010-74 Street, Peace River, AB

1-780-624-3344 Center 2019-1919-



Northern Sunrise County, AB



Village of Nampa, AB

#### Wednesday, September 4th

9:00 - 5:00 p.m	. Registration and Exhibit Set Up
11:00 a.m.	Light Lunch at Nova Chateau Hotel
12:30 p.m.	GOLFING: <i>(Half hour drive to golf course)</i> <sup>●</sup> Heart River Golf Club, Nampa, AB 9 Holes or Double Rounds
	OR
12:30 p.m.	TOUR #1 (Buses Provided)
	<ul> <li>Peace Regional Landfill</li> <li>Peace River Eco Centre</li> <li>"TERMINATOR" DEMO</li> <li>K&amp;K Recycling DEMO</li> </ul>
	OR
	Tour #2 (Seating Limited)
	River Boat Tour of the Mighty Peace River and Smoky River
5:00 p.m.	COCKTAILS (Cash Bar)
6:00 p.m.	Welcoming Remarks from the Mayor of Peace River Welcoming Remarks from the Reeve of Northern Sunrise County Welcoming Remarks from the Mayor of Nampa Welcoming Remarks from Legislature
6:30 p.m.	BUFFET BANQUET
8:00 p.m.	Entertainment
F	25.00 Registration Per Person Register 3 or more Delegates

## **10% Discount!**

This Conference is Alberta Environment approved for `Continuing Education Units`

> **Cancellation Deadline** August 23rd 2019

### Thursday, September 5th

7:00 a.m.	HOT BUFFET BREAKFAST & Exhibit Viewing
8:00 a.m.	Welcome – Tom Moore, Chairman, Alberta CARE
8:15 a.m	Joint Overview of the Peace Region - Economical and Community Development Mayor Tom Tarpey and Reeve Carolyn Kolebaba
9:00 a.m.	MERCER, Peace River Pulp Ltd. Overview Tom Tarpey, Environment Manager (Coffee Side Board During Morning Sessions)
9:45 a.m.	Gov't of Canada's Proposed Regulations Amending the Fertilizer Regulations, the Impact on Compost Canadian Composting Council
10:30 a.m.	"Problems in our Piles" - Compost Concerns and Implications for Municipalities Peter Duck, Regional Coordinator, Bow Valley, AB
11:15 a.m.	Mechanical Processing of Solid Waste and Biomass to reduce Landfill Volumes by Komptech Canada
NOON	BUFFET LUNCHEON
1:00 p.m.	TOUR #3 (Buses Provided)
	<ul> <li>MCW Apiaries Ltd.</li> <li>Nampa Museum Tour</li> <li>Marie Reine Transfer Station</li> <li>Baytex Energy Center OR</li> </ul>
	TOUR # 4 (Seating Limited)
	River Boat Tour of the Mighty Peace River and Smoky River OR
	More Golfing (on your own) at Heart River Golf Club (9 holes) or the Peace River Golf and Country Club (18 holes)
5:00 p.m.	COCKTAILS (Cash Bar)
6:00 p.m.	Municipal Collection Site Awards Alberta Recycling Mgmt Authority
6:30 p.m.	BUFFET BANQUET
0.00	HOCDITAL ITY EVENING Heated by K&K Decycling

9:00 p.m. HOSPITALITY EVENING - Hosted by K&K Recycling Mr. Mike's Restaurant 8006 - 99 Avenue, Peace River, AB

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HOT BREAKFAST BUFFET & Exhibit Viewing

11:00 a.m. **Closing Remarks -**Tom Moore, Chairman Alberta CARE

Friday,

September 6th

7:00 a.m.

8:15 a.m

9:00 a.m

9:45 a.m

(Coffee Side Board During Morning Sessions)





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COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



#### **Request for Decision**

Council Meeting: August 13, 2019

8.2 2019 Rodeo Kick Off Supper

#### Request

The Annual Rodeo Kick Off Supper will be held Monday, August 26, 2019. Tickets are \$52.50 each or \$367.50 for a Table of 8.

The Chamber of Commerce is also seeking donations for a silent auction. In the past, Council has donated 10 yards of gravel to be delivered as per policy or two three-night passes at any municipal campground.

#### Alternatives

#### Recommendation

Administration is recommending purchasing a table of 8 for \$367.50 for the Rodeo Kick Off Supper or purchase the required number of tickets for Council and Administration, and make a cash contribution for the balance up to \$367.50.

Donate two three-night passes at any Municipal Campground plus one free load of wood per site, for a total value of \$200.

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

# 2019

# **RODEO KICK OFF SUPPER**

Monday, August 26th, 2019 **5:30 pm** Cocktails (Cash Bar) - **6:30 pm** Steak Supper (Three Sisters Catering) St. Paul Recreation Centre The "Official" Kick-Off to an AWESOME week of activities!

Tickets: \$52.50(incl gst) or \$367.50 (inc gst)/table of 8

(Deadline: Monday, August 19<sup>th</sup>, 2019) Call 780-645-5820 for more information

## Food & Farm



<b>RODEO SUPPER TICKET RESERVATION</b> (Complete and return before <b>Mon, Aug 19, 2019</b> )
Yes, please reserve ticket(s) @ <b>\$52.50 ea</b> or table(s) of 8 @ <b>\$367.50 ea</b> for the 2019 Rodeo Week Kick-Off Supper Business (s):
I confirm that I am reserving the above dinner tickets and agree to pay the amount required.
Signature:Date:
Tickets also available online @ <u>https://stpaulchamber.ca/event/rodeo-kickoff-supper-tickets/</u>
Register online or complete form and email back to: <u>admin@stpaulchamber.ca</u> . Cheques payable to St Paul Chamber of Commerce Box 887, St Paul, AB TOA 3A0 Reservations will be confirmed upon receipt of <u>signed formed</u> or <u>full payment</u> only.

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## 2019

## **RODEO KICK OFF SUPPER**



## Food & Farm



## **RODEO SUPPER SPONSOR REQUEST**

(Complete and return before Mon, Aug 19, 2019)

The Rodeo Kick-Off Supper is the major fundraiser for the Chamber, enabling the Chamber to provide services to, advocate on behalf of and promote the business community within St. Paul and the district. The strength in the Chamber creates a voice for the business community, promoting a sustainable economic environment and improves livability in the community.

To support the Rodeo Kick-Off Supper, we are seeking the donation of a product or service from your business for our silent auction. Your donation can be something as simple as a gift certificate to your business, a product/service or an experience you are able to share.

Company Name:	
Contact:	
Address:	
Item:	
Market Value:	Suggested Minimal Bid:
	Fax:
Email:	

\*\*Auction Items may be grouped or combined to create a themed auction package. Suggested themes may include, but not be limited to (we are open to creative suggestions): Camping Pack, Date Night, Staycation, Pets, etc.

Email, drop off or call for pickup: Office 208, 5205-50 Avenue (Portage College), St. Paul AB Email: <u>admin@stpaulchamber.ca</u> Phone: 780-645-5820

Rodeo Kick Off Supper Tickets available online @ https://stpaulchamber.ca/event/2019-chamber-rodeo-kick-off-supper

Thank you for your support.





#### **Request for Decision**

Council Meeting: August 13, 2019

#### 8.3 Funding Request - Friends of Fort George and Buckingham House

#### Request

On August 17, Alberta Historic Sites and the Friends of Fort George and Buckingham House will celebrate the 250<sup>th</sup> birthday of Peter Fidler who was one of the first individuals to build a business in that area. He played a major role in building Buckingham House fur trade fort.

The Friends of the Fort invites Council to visit the Forts between noon and 4 pm. They will be serving a complimentary lunch from noon to 1:30 pm and serving Saskatoon pie. They will also have tours, special displays and interpretive activities throughout the afternoon.

Total cost of the luncheon and pie is \$300. The Town of Elk Point has committed \$100 and the Elk Point Chamber of Commerce has committed \$100.

They are requesting if the County would contribute \$100 to pay the balance of the event.

#### Alternatives

#### Recommendation

Administration is recommending approving \$100 for Friends of Fort George and Buckingham House celebration on August 17<sup>th</sup>.

Submitted by: Phyllis Corbiere, Executive Assistant

#### FRIENDS OF FORT GEORGE AND BUCKINGHAM HOUSE BOX 967 ELK POINT, AB TOA 1A0

July 31, 2019

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

Dear Reeve Steve and Council:

Over the past 27 years, Fort George and Buckingham House Provincial Historic Site has become a tremendous tourism asset to the County of St. Paul, bringing visitors from across the world to learn more about our area's earliest history.

Peter Fidler was one of the first individuals to build a business in this area, the Hudson's Bay's Buckingham House fur trading post, which was soon joined by the rival North West Company's Fort George on the hills above the North Saskatchewan River 11 km east of today's town. The two posts provided the trappers with everything from powder for their muskets and tobacco for their pipes to blankets and iron kettles, in exchange for the riches in furs, which they then shipped east to market.

On Saturday, August 17, Alberta Historic Sites and the Friends of Fort George and Buckingham House will celebrate the 250<sup>th</sup> birthday of this outstanding individual, who not only played a major role in building Buckingham House fur trade fort and many others across Canada's west, but also surveyed and mapped much of the land that later became the prairie provinces.

The Friends cordially invite you all to visit the Forts between noon and 4 p.m. that day, where we will be serving a complimentary lunch from noon to 1:30 p.m. and Saskatoon pie while supplies last. We will also have tours, special displays and interpretive activities throughout the afternoon, and we hope you will be able to come and help celebrate the contribution to our entrepreneurial history made by this outstanding individual.

If the County would like to contribute financially toward providing the complimentary lunch for those who attend this milestone birthday party, we would be more than happy to accept your donation.

Thank you for your consideration, and we hope to see all of you and your families at the Forts on Aug. 17.

Mich Brooker

Vicki Brooker President

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



#### **Request for Decision**

Council Meeting: August 13, 2019

#### 8.4 Sponsorship Request - Northeast Alberta Track and Field Club

#### Request

The Northeast Alberta Track & Field Club (NEAT) is organizing their Annual St. Paul Rodeo Road Race to take place on August 31, 2019 before the parade. The St. Paul Rodeo Mile is a sanctioned race which draws competitors from across the province. They are requesting sponsorship for their race. Platinum, Silver and Corporate Challenge sponsors will be branded on the t-shirts, announced at the finish line and mentioned in the media.

The levels of sponsorship are as follows: Platinum - \$1,000+; Silver Sponsor - \$500; Corporate - \$400 and Bronze Sponsor - \$100.

Council has provided \$100 sponsorship for the NEAT Rodeo Road Race since 2016.

#### Alternatives

#### Recommendation

Administration is recommending to become a Bronze Sponsor for \$100 for the NEAT Rodeo Road Race.

Submitted by: Phyllis Corbiere, Executive Assistant



#### NORTHEAST ALBERTA TRACK & FIELD CLUB 4606 – 46 Ave St. Paul, AB, T0A 3A3

June 19, 2019

To whom it may concern;

#### RE: ST. PAUL RODEO MILE

The Northeast Alberta Track & Field Club (NEAT) was founded in 1988 and is headquartered in St. Paul. Our club has fabulous coaches and enthusiastic athletes. Over the years we have had athletes compete at regional, provincial, and even international meets. We train and compete in an indoor and outdoor season from October to August. We are proud of our achievements and the hard work of our athletes that has led to on-field success. Our club was presented with the "Club of the Year" award for 2011 by Alberta Athletics.

We are currently in the process of planning the 18<sup>th</sup> annual *St. Paul Rodeo Mile* race to be held on Saturday, August 31<sup>st</sup>, 2019. This event brings awareness to our club, promotes active lifestyles and is our main club fundraiser. All proceeds assist in paying for uniforms, equipment, meet registrations, and ensure our continued viability. Several thousand spectators line the streets of St. Paul and witness this exciting race that takes place immediately prior to the annual Rodeo Parade.

The *St. Paul Rodeo Mile* is an Athletics Alberta sanctioned race which draws competitors from across the province. Although it is an official race we encourage people to participate for fun. In the past we've had the local TOPS (Take Off Pounds Sensibly) club, mothers with strollers and lots of kids. A local dignitary will be designated as the official race starter. This year we hope to have more than 100 race participants.

We need your help and support for our club's continued success. We are looking for Platinum sponsors for \$1000+, Silver for \$500+, Corporate Teams for \$400, and Bronze sponsors for \$100. Platinum, Silver and Corporate Challenge sponsors will be branded on the official race t-shirt as well as announced at the finish line and mentioned in various media.

For more information please contact any of our NEAT organizing members.

Your support or direct participation in this event would be greatly appreciated.

Sincerely,

NEAT Organizing Committee

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



#### **Request for Decision**

Council Meeting: August 13, 2019

#### 8.5 Funding Request – Riverland Recreational Trail Society

#### Request

The Riverland Recreational Trail Society is thanking Council for their past support and funding for the maintenance of Alberta's Iron Horse Trail. The three-year agreement expired at the end of 2018 and Riverland is requesting that Council consider another three-year funding agreement for 2019 to 2021.

The Annual budget for Riverland Recreational Trail Society and the Iron Horse Trail Groomer Foundation is \$28,000. Based on the Muni Corr funding model, the County's portion is \$6,720.

\$6,720 has been budgeted for 2019.

#### Alternatives

#### Recommendation

Administration is recommending approving annual funding in the amount of \$6,720 for the Riverland Recreational Trail Society for a three-year term commencing 2019.

Submitted by: Phyllis Corbiere, Executive Assistant



**Riverland Recreational Trail Society** Box 874 St. Paul, Alberta TOA 3A0 Phone: (780) 645-2913 Fax: (780) 645-5790 Toll Free: (877) 645-4521 Email: <u>info@ironhorsetrail.ca</u> Website: <u>www.ironhorsetrail.ca</u>

County of St. Paul 5015 – 49 Avenue St. Paul, AB. T0A 3A4 Attention: Reeve and Council

August 1, 2019

#### Re: Alberta's Iron Horse Trail Maintenance

Dear Reeve and Council,

Riverland Recreational Trail Society (RRTS) would like to take this opportunity to thank the County of St. Paul for their past support and funding for the maintenance of Alberta's Iron Horse Trail. The funds go a long way towards keeping the trail and amenities in excellent condition for users. Our three-year agreement expired with the end of the 2018 and we would like to ask council to consider another three-year funding agreement; 2019 through to 2021. The County of St. Paul's portion is \$6,720.00 per year.

The section of trail that runs from Waskatenau to Heinsburg is designated part of the Trans Canada Trail and is utilized by all user groups; hikers, cyclists, horse and wagon treks, ATV and snowmobile enthusiasts.

Included with this letter is a report showing the projects we were able to complete using the funds received from the municipalities over the past 3 years and a financial accounting of how the funds were spent.

If there are any questions, please don't hesitate to contact us. Alternately, if council would like RRTS to attend and present directly to them, we would be happy to do so.

Sincerely,

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Marvin Bjornstad President Riverland Recreational Trail Society

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#### Annual budgets for each organization

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Municipality	Proportionate Share	Amount
County of St. Paul	24.0 %	6,720.00
Town of Elk Point	1.8 %	504.00
Town of Bonnyville	6.9 %	1,932.00
Town of Smoky Lake	1.6 %	448.00
M.D. of Bonnyville	24.0 %	6,720.00
Village of Vilna	0.2 %	56.00
Smoky Lake County	19.0 %	5,320.00
Town of St. Paul	6.6 %	1,848.00
City of Cold Lake	15.2 %	4,256.00
Village of Glendon	0.7 %	196.00
Total		28,000.00

2016







There are 63 texas gates on the trail. The old gates were not large enough to allow the wider side X sides over and they had a steep pitch to them which was dangerous for users. The new gates were installed, providing a much gentler slope and wider stance.



In 2016, money from the Municipalities maintenance program was leveraged towards a CFEP grant of \$34,570.00. One of the projects was to build pipe fencing and gates on either side of the Beaver River Trestle. The top left photo, on the southwest side, shows the state of the trail and gate previously; bank erosion, vehicle traffic, worsening trail surface not to mention very unsightly.

The other two photos show the difference the new pipe fencing and gates have made. It is now very difficult for vehicles and ATV traffic to access the bank, the trail surface is cleaned up and it is presentable and appealing for trail users.

A special thanks to the Bonnyville Regional Authority for working with us to monitor the trail with cameras and issue tickets to people were driving on the trail with vehicles. Coupled with proper signage, vehicle incidents are down considerably. Moving forward and partnering with the M.D. of Bonnyville, there will be a parking lot and a paved portion of trail to the trestle, so it is accessible for all. RRTS is looking at building a gazebo at the trestle and adding other amenities.







These three photos show the previous state of the northeast side of the trestle with access at the intersection of Township Road 624 in the M.D. of Bonnyville. This has been a vehicle access problem spot for years and always looked like an extension of the road. Any gates we installed were ripped out very quickly. Again, the whole appearance was very unappealing and messy.





New pipe fencing and gates were installed. The fencing goes back to the adjacent owner's property line on both sides, effectively cutting off access from all around. The area is much cleaner, appealing and has contributed to less vehicle access. Future plans for this area include working with 4-Wing to lease a small piece of their property on the west side of the trail to develop a parking area. RRTS is also planning to install a pipe fence and narrowed access on the north side of a second trestle netween this location and the Beaver River Trestle once all the water line construction is finished. This should stop any vehicle traffic from reaching the trestle.







In 2016, we wrapped up all the financial reports and grants for the Beaver River Trestle rebuild and held a Grand Re-Opening ceremony on June 24<sup>th</sup>.





Perogy making in Glendon, Rodeo in Bonnyville, Treasure Hunt in St. Paul and Fort George Buckingham House. Fun was had by all!

The Lakeland Geocache Society hosted the WesCan6 event. Alberta's Iron Horse Trail and Alberta's Lakeland Destination Marketing Organization partnered with them and mini events were held throughout the Lakeland.

The banquet and awards were held in the City of Cold Lake. This event is still bringing people back to the Lakeland and the organization is considering hosting another event in 2020.

#### Page 64 of 119

#### 2072







Riverland Recreational Trail Society receives a CFEP grant to help build the fencing at the Beaver River Trestle, buy signposts, signs and build picnic tables.

On the right, the trail near Heinsburg gets worse as springs continuously run. Two attempts to divert water and a culvert installation are not working.

#### Page 66 of 119



#### 2018

Husky Energy transferred a License of Occupation over to Riverland Recreational Trail Society, giving them an eight kilometer off-highway vehicle trail near Moore Lake.







Rainy day Quad ride with N.E. Muni-Corr Ltd. and RRTS.

Danny Smyl is the recipient of the new Trail Tracker Award from Alberta TrailNet. This award is presented for significant contribution of time and effort to improve and achieve ATN mission and objectives especially on specific trails.

Adjacent landowner building a new fence that encroaches on the right of way.

New picnic tables done and delivered to Lindbergh in time for the  $2^{nd}$  Chance Trail Ride.

#### Page 68 of 119

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#### Riverland Recreational Trail Society Maintenance Program – 2016, 2017 & 2018

98:206'21	Total:
	suləT
(00	Freedom Fabrications (50% of \$7,160.
	B & R Eckels (50% of \$2,830.00)
	(00.217,28 fo %02) guibleW sannaT
	DD Bobcat (50% of \$1,560.00)
	Louise Premak – Book keeping
of \$352.84)	Idealware Social Media Training (50%
	Jubilee Insurance
	Metasoft Systems (50% of \$8,995.00)
(00.27£,2≵7o %0	Octopus Creative – Website Design (50
	Beaver River Trestle Opening
and Texas Gates for Sale	Advertising – Thanks to B & R Eckels
	St. Paul Glass – Locks
	Alberta TrailNet Membership
	AAMDC Membership
00.026,2	Texas Gate Sales
JU1100	43% to Riverland Recreational Trail Sc
oundation — \$13,196.64	57% to the Iron Horse Trail Groomer F
	Total: \$23,152.00
	<u>00.961 – nobnəlƏ fo əşsiliV</u>
	City of Cold Lake – 4,256.00
	Town of St. Paul – 1,848.00
	County of Smoky Lake – 2,500.00
	Town of Smoky Lake – 1,000.00
	County of St. Paul – 6,720.00
	M.D. of Bonnyville – 4,140.00
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	Town of Elk Point – 504.00
	00.62 - snliV
	Collected:
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#### Riverland Recreational Trail Society Maintenance Program – 2016, 2017 & 2018

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2017	CR	DR
Collected:		
Town of Elk Point – 504.00		
Village of Vilna – 56.00		Later for
Town of Bonnyville – 1,932.00		
County of St. Paul – 6,720.00		
Town of Smoky Lake – 1,000.00	•	
Town of St. Paul – 1,848.00		
City of Cold Lake – 4,256.00		
Smoky Lake County – 2,500.00		
Village of Glendon – 196.00		
Total: \$19,012.00		
57% to the Iron Horse Trail Groomer Foundation – \$10,836.84		
43% to Riverland Recreational Trail Society - \$8,175.16	8,175.16	
Texas Gate Sales	3,700.00	
Jubilee Insurance		1,008.00
TrafX – 5 Year Membership		500.00
Octopus Creative – Website Design (50% of \$2,375.00)		1,187.50
Octopus Creative – Monthly Contract (50% of \$2,500.00)		1,250.00
Octopus Creative – Tradeshow Display Design (50% of \$1,000.00)		500.00
Louise Premak – Book keeping		450.00
AAMDC Membership		195.00
Hobby Wood Crafts – 3 Birdhouses for trail counters		122.00
Alberta Snowmobile Show Tradeshow Booth (50% of \$825.00)		412.50
Cheques		105.99
Danny Smyl – Gate Transport (50% of \$790.00)		395.00
Telus		109.01
Total:	11,875.16	6,235.00
# Riverland Recreational Trail Society Maintenance Program – 2016, 2017 & 2018

[otal:	97.248,01	£6 <sup>.</sup> 829'II
couldng oppm		
Sarade Supplies		233.04
Octopus Creative – Contract (55% of \$6,000.00)		00 <sup>.</sup> 00£'£
snjəj		28.811
ionel The Fencer – Picnic tables (50% of \$2,000.00)		1,000.00
Valley Traffic Systems – Signposts (50% of \$6,850.00)		3,425.00
ouise Premak – Book keeping		420.00
innette Newby $-P$ aint and supplies for Ashmont staging area		241.21
(00.000, £\$ 10 %02) esitenti tables (50% of \$3,000.00)		72.011,1
antance		1°200.00
Husky Trail License of Occupation		20.00
Alberta TrailNet Membership		20.00
qintaradmaM JUMAA		95.161
7% to the Iron Horse Trail Groomer Foundation – \$14,376.54 3% to Riverland Recreational Trail Society - \$10,845.46	94.248,01	
/illage of Glendon – <u>196.00</u> [otal: \$25,222.00		
smoky Lake County – 2,500.00		
Cold Lake – 4,256.00		
00.848.1 – lus I .12 lo nwo		
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County of St. Paul – 6,720.00		
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0.D. of Bonnyville – 6,210.00		
Cown of Elk Point – 504.00		
Sollected:		
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# Iron Horse Trail Groomer Foundation Maintenance Program – 2016, 2017 & 2018

It costs \$14.26 per kilometre to run the Groomer; fuel, insurance, repairs, trucking.

The Iron Horse Trail is 275km. long and each time the trail is groomed it requires two complete passes.

275km. X 2 = 550km. X 14.26 per = 7,873.00 to groom the entire trail.

· 2

	CR	DR
Collected:		
2016 - \$13,196.64		
2017 - \$9,411.84		
2017 - \$1,425.00		
2018 - \$10,845.46	34,878.94	
2016: Groomed 2 times - \$7,873.00 X 2		15,746.00
2017: Groomed 0 times - \$7,873.00 X		0
2018: Groomed 3 times - \$7,873.00 X		23,619.00
•		
Total:	34,878.94	39,365.00



# **Request for Decision**

Council Meeting: August 13, 2019

# 8.6 Riverland Recreational Trail Society Request for Letter of Support

# Request

Riverland is applying for a CFEP grant to continue developing the Abilene Junction rest stop along the Iron Horse Trail.

The project includes:

- Delivery and installation of an old CN boiler that was donated by Councilor Dale Hedrick.
- Construction of a 10' X 20" wooden shelter with a tin roof.
- Construction and delivery of 10 picnic tables for this site, Ashmont and Owlseye.
- Purchase, setup and installation of one SpyPoint Infrared Trail Camera.
- Purchase and installation of 6 interpretative signs.

Riverland is requesting a letter of support to accompany their grant application.

# Alternatives

# Recommendation

Administration is recommending to provide Riverland Recreational Trail Society with a letter of support to accompany their CFEP Grant Application.

Submitted by: Tim Mahdiuk, Interim CAO



**Riverland Recreational Trail Society** Box 874 St. Paul, Alberta TOA 3A0 Phone: (780) 645-2913 Fax: (780) 645-5790 Toll Free: (877) 645-4521 Email: <u>info@ironhorsetrail.ca</u> Website: <u>www.ironhorsetrail.ca</u>

County of St. Paul 5015 – 49 Avenue St. Paul, AB. TOA 3A4 Attention: Tim Mahdiuk

August 2, 2019

## **<u>Re: Alberta's Iron Horse Trail CFEP Application</u>**

Dear Tim,

Riverland Recreational Trail Society (RRTS) is applying for a CFEP grant to further develop the Abilene Junction rest stop on Alberta's Iron Horse Trail. The project includes:

- Delivery and installation of an old CN boiler that was donated by Councilor Dale Hedrick.
- Construction of a 10' X 20" wooden shelter with a tin roof.
- Construction and delivery of 10 picnic tables for this site, Ashmont and Owlseye.
- Purchase, setup and installation of one SpyPoint Infrared Trail Camera.
- Purchase and installation of 6 interpretative signs.

We would like to ask the County of St. Paul for a letter of support for this project and CFEP application.

If you have any questions or concerns, please give me a call or email.

Sincerely,

Marvin Bjornstad President Riverland Recreational Trail Society



# **Request for Decision**

Council Meeting: August 13, 2019

# 8.7 Resignation of County of St. Paul Library Board Chairman

## Request

Lorna Conner, Chairperson of the County of St. Paul Library Board, has resigned as a member at large. Her appointment to the Library Board was to 2020.

Section 5(2) of the Libraries Act states that any vacancy arising from any cause must be filled by Council as soon as reasonably possible for a Council to do so.

Section 4(5) states that appointments to the municipal Library Board shall be for a term of up to 3 years.

## Alternatives

Advertise for a member at large to serve for one year, completing Lorna's appointment and following the same term as the other board members at large.

Advertise for a member at large to serve for two years, until the next municipal election.

Advertise for a member at large to serve a three year term, as per section 5(2) of the Libraries Act.

## Recommendation

Administration is recommending advertising for a Library Board Member at Large to serve for one year, as per section 5(2) of the Libraries Act.

Submitted by: Phyllis Corbiere, Executive Assistant

To the Reeve and Councillors

County of St. Paul No. 19

St. Paul, Alberta

June 24, 2019

This is to advise you that I am stepping down as Chairperson of the County of St. Paul No. 19 Library Board as well as resigning as a Board Member.

I want to thank the County of St. Paul No. 19 Council for their confidence and willingness to see the need to support our libraries.

Libraries have evolved to be much more then shelves of books. They have become a place to connect and learn through technology, a place that is accessible to all, a place that does not discriminate, a place that is willing to listen to the needs of the people and find ways to accommodate, a place that is safe and welcoming.

I challenge all our councillors to stop into one of our libraries and see first hand why it is such an important ever evolving asset.

It is my hope that my years on the Board made a positive impact on the libraries and the level of service they have been able to provide.

Yours sincerely

LORNA CONNER



# **Request for Decision**

Council Meeting: August 13, 2019

8.8 Work Safety Policy SAF-34

## Request

Policy SAF-34, the Work Safety Policy, is being presented to Council, as amended, to promote a safe work environment for workers and the general public. This Policy was brought before the Policy Committee on July 23, 2019.

## **Alternatives**

## Recommendation

Motion to approve Policy SAF-34, the Work Safety Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

# COUNTY OF ST. PAUL NO. 19

*Our Mission - To create desirable rural experiences* 

# SAF-34 Work Safety Policy

#### **Department: Occupational Health and Safety**

## POLICY OBJECTIVE:

The County of St. Paul is committed to providing an Occupational Health and Safety Program for the purpose of promoting a safe work environment for its workers and the general public with the goal of achieving an injury-free and incident-free workplace through continuous improvement and loss control efforts.

## POLICY STATEMENT:

### 1 Participation

- 1.1 Employees at every level, including management, are accountable and responsible for the County's overall safety policies, procedures, directives, and any other safety-related guidelines.
- 1.2 Contractors and consultants are also required to comply with all municipal safety policies, procedures, directives, and any other safety-related guidelines.

### 2 General Matters

- 2.1 The County shall strive to engender cooperation and coordination on occupational health and safety matters among all workers on the job site by providing proper equipment, training, and implementing policies, procedures, directives, guidelines, hazard assessments, and codes of practice designed to improve the safety of its employees.
- 2.2 The County is committed to delivering an Occupational Health and Safety Program that shall:
  - a) Provide mechanical and physical safeguards to the maximum extent possible;
  - b) Conduct regular inspections to find and eliminate unsafe working conditions and practices; and
  - c) Control hazards and to comply fully with the Occupational Health and Safety standards for every position at the County.



- 2.3 Training all employees in good occupational health and safety practices;
- 2.4 Provide all necessary personal protective equipment and the instructions for its use and care;
- 2.5 Develop and enforce occupational health and safety rules and require that employees adhere to these rules as a condition of employment;
- 2.6 Investigate every incident promptly and thoroughly to find out what caused it and to correct the problem so that it won't reoccur.

Council Approval: September 14, 2010 Council Amended: August 13, 2019



# **Request for Decision**

Council Meeting: August 13, 2019

## 8.9 Personal Protective Equipment Policy SAF-36

# Request

Policy SAF-36, the Personal Protective Equipment Policy, is being presented to Council, as amended, to demonstrate the County's commitment to properly equipping staff with proper personal protective equipment. This Policy was brought before the Policy Committee on July 23, 2019.

# **Alternatives**

## Recommendation

Motion to approve Policy SAF-36, the Personal Protective Equipment Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

# COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences



# **SAF-36 Personal Protective Equipment Policy**

Department: Occupational Health and Safety

## POLICY OBJECTIVE:

The County of St. Paul is committed to equipping all its employees with proper personal protective equipment to perform their duties safely and to mitigate and minimize injury risk and/or damage to property.

## POLICY STATEMENT:

### 1 Coveralls

- 1.1 The County shall provide coveralls to designated employees for use while performing assigned duties in the workplace. The coveralls shall not be altered or abused in any manner.
- 1.2 The County shall be responsible for cleaning and repairing the coveralls.

### 2 **Protective Footwear**

2.1 The County shall provide a protective footwear subsidy that shall be paid to the employee in the amount of fifty percent (50%) of the cost of the protective footwear up to a maximum total of \$100.00 per year, upon submission of an expense claim with valid receipts attached. To be eligible for the subsidy, the protective footwear must be required for use while on the job. Prior authorization is required before purchase.

## **3** Other Personal Protective Equipment

- 3.1 All employees, contractors, and visitors shall, at a minimum, wear Canadian Standards Association-approved safety glasses, Grade 1 safety boots, long trousers, long short-sleeved shirts, hard hats, and any other specialty personal protective equipment such as highly visible clothing required for the job site.
- 3.2 All personal protective equipment used by the County will meet the requirements of Occupational Health and Safety Regulations and Canadian Standards Association standards.

- 3.3 All personal protective equipment whether issued by the County or supplied by the employee will be inspected at the time of issue and before each use by the employee using the equipment.
- 3.4 All personal protective equipment that has questionable reliability, damaged, or is in need of service will be removed from service immediately.
- 3.5 All personal protective equipment that has been removed from service will be tagged "Out of Service." Any tagged equipment will not be returned to service until repaired and inspected by a qualified individual.
- 3.6 The County will maintain appropriate inspection and service logs for specialty personal protective equipment.
- 3.7 No piece of personal protective equipment will be modified or changed contrary to the manufacturer's instructions or specifications of Occupational Health and Safety Regulations.

Council Approval: September 14, 2010 Council Amended: August 13, 2019



# **Request for Decision**

Council Meeting: August 13, 2019

8.10 Safety Inspection Policy SAF-39

## Request

Policy SAF-39, the Safety Inspection Policy, is being presented to Council, as amended, to demonstrate the County's commitment to properly equipping staff with proper personal protective equipment. This Policy was brought before the Policy Committee on July 23, 2019.

# Alternatives

## Recommendation

Motion to approve Policy SAF-39, the Safety Inspection Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

# COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences



# SAF-39 Safety Inspection Policy

Department: Occupational Health and Safety

## POLICY OBJECTIVE:

The County of St. Paul shall carry out regular safety inspections to control the losses of human and material resources by identifying and correcting unsafe acts and conditions. Safety inspections are used to identify and control hazards in the workplace before an incident occurs.

## POLICY STATEMENT:

### 1 **Responsibilities**

- 1.1 Management at all levels (including the Joint Health and Safety Committee), are responsible for conducting ongoing safety inspections of all worksites.
- 1.2 Employees are responsible for participating in and contributing to safety inspections.

### 2 Inspections

- 2.1 Informal safety inspections shall be carried out regularly and conducted by supervisors in their areas. These inspections are not required to be recorded unless they require additional corrective follow-up action.
- 2.2 Formal, planned, safety inspections shall be conducted by the Chief AdministrativeOfficer, Directors, Managers, Supervisors, Foremen, the Joint Health and Safety Committee, and employees.
- 2.3 Formal, planned, safety inspections shall be conducted on a semi-annual basis for all full-time operating facilities. Annual inspections shall be conducted for seasonal facilities when in operation.
- 2.4 The Joint Health and Safety Committee will conduct a formal, planned, safety inspection at least once quarterly.

Council Approval: September 14, 2010 Council Amended: August 13, 2019



# **Request for Decision**

Council Meeting: August 13, 2019

## 8.11 Tangible Capital Assets Policy ADM-57

## Request

Policy ADM-57, the Tangible Capital Assets Policy, is being presented to Council, as amended, to demonstrate the County's commitment to properly equipping staff with proper personal protective equipment. This Policy was brought before the Policy Committee on July 23, 2019.

# Alternatives

## Recommendation

Motion to approve Policy ADM-57, the Tangible Capital Assets Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

# COUNTY OF ST. PAUL NO. 19

*Our Mission - To create desirable rural experiences* 



# Tangible Capital Assets Policy ADM-57

#### **Department: Administration**

## POLICY OBJECTIVE:

The County of St. Paul will record its investment in property, plant and equipment and the cost of using these assets to deliver programs and provide services. The Canadian Institute of Chartered Accountants has prescribed in the Public Sector Accounting Handbook Section 3150 – Tangible Capital Assets the requirements local governments must follow to account for and report these assets during their useful life. The County will adhere to these requirements and the purpose of this policy is to provide information, processes and procedures for the recording, amortizing and tracking of tangible capital assets in a consistent manner in accordance with PS 3150. All departments and organizations that are reported in the financial statements of the County will be subject to this policy.

## POLICY STATEMENTS:

### 1.0 Definitions

- 1.1 In this Policy, the listed words shall have the intended meaning as follows:
  - a) "Betterments" means the subsequent expenditures on a Tangible Capital Asset that:
    - i. increase the previously assessed physical output or service capacity;
    - ii. lower associated operating costs;
    - iii. are to be used on a continuing basis; and/or
    - iv. improve the quality of the output.
  - b) "Capitalization Threshold" means the minimum value of an expenditure that meets the criteria of a TCA and that will be recorded as a TCA;
  - c) "Capital Lease" means a lease with contractual terms that transfers substantially all the benefits and risks inherent in ownership of property to

the County. To meet these terms, one or more of the following conditions must be met:

- i) there is reasonable assurance that the County will obtain ownership of the leased property by the end of the lease term;
- ii) the lessee can buy the asset from the lessor at the end of the lease term for a below-market price;
- iii) the period of the lease encompasses at least 75% of the useful life of the asset (and the lease in non-cancellable); and/or the lease term is of such a duration that the County will receive substantially all of the economic benefits expected to be derived from the use of the leased property over its life span; and/or
- iv) the lessor will be assured of recovering the investment in the leased property and of earning a return on the investment as a result of the lease agreement.
- d) "Contributed Assets" means assets that have been transferred or donated to the County by another entity. These assets provide a future economic benefit controlled by the County;
- e) "Fair Value" means the amount of the consideration that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act;
- f) "Grouped or Pooled Assets" means assets that are homogenous in terms of their physical characteristics, usage and useful lives and have an individual unit value below the capitalization threshold but as a group are material in value;
- g) "Residual Value" means the estimated net realizable value of a Tangible Capital Asset at the end of its useful life;
- h) "Tangible Capital Asset (TCA)" means non-financial assets having physical substance that:
  - i. are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other TCAs;
  - ii. have useful economic lives extending beyond an accounting period;
  - iii. are to be used on a continuing basis;
  - iv. are not for sale in the ordinary course of operations; and

- v. roads and bridges regardless of whether that title to rural roads is vested in the Crown.
- i) "Useful Life" shall mean the shortest of the asset's physical, technological, or legal life for a Tangible Capital Asset.

## 2.0 Responsibilities

- 2.1 It is the responsibility of the Chief Administrative Officer (CAO) to ensure that this policy is followed.
- 2.2 The Finance Officer shall be responsible for the development, implementation and ongoing maintenance of all aspects of the accounting treatment for TCAs.
- 2.3 The department head of each applicable department shall be responsible for the management of the condition, use and performance of County assets.
- 2.4 The purchase and disposal of TCAs will be the responsibility of each department head.
- 2.5 Each department having physical control of TCAs will be responsible to advise the Finance Officer of assets to be disposed and advising the Finance Officer of assets no longer in service.
- 2.6 The CAO shall have the authority to amend Appendix A Useful Lives when changes as required.
- 2.7 The Finance Officer will be responsible to establish and monitor the processes to annually verify the actual existence of the TCAs recorded and, on a rotating basis, review the remaining useful life of the recorded assets.

### 3.0 Implementation

3.1 All of the TCAs of the County will be recorded and amortized in accordance with this policy and will be reported in the financial statements for the 2009 fiscal year. TCAs existing prior to January 1, 2009 will be inventoried and valued with the accumulated amortization calculated. An implementation plan will be developed for this process. Valuation decisions will be required that may reflect an estimated cost in the absence of historical cost information; these decisions will meet the transitional provisions stated in PS 3150. The valuation date for existing TCAs will be the later of the in-service date or April 1, 1945.

3.2 Effective January 1, 2009 the accounting treatment for TCAs will be incorporated into the County's normal business practices.

## 4.0 Classification

- 4.1 TCAs will be recorded in major, minor and subsidiary classes. The major asset classes and minor asset classes for Engineered Structures as prescribed by Alberta Municipal Affairs will be used and are defined as follows:
  - a) Land

Land includes land purchased or acquired for value for parks and recreation, building sites, infrastructure (such as highways, dams, bridges, and tunnels), and other program use, but does not include land held for resale.

b) Land Improvements

All improvements of a permanent nature to land such as parking lots, landscaping, lighting, pathways, and fences.

c) Buildings

Permanent, temporary, or portable building structures such as offices, garages, warehouses, and recreation facilities intended to shelter persons, goods, machinery, equipment, and working space.

### d) Engineered Structures

Permanent structural works such as roads, bridges, canals, dams, water and sewer, and utility distribution systems, including plants. Buildings and machinery and equipment used in conjunction with and unique to water systems, wastewater systems and storm water systems will be considered engineered structures and will be included in a subclass for the minor classes of water, wastewater and storm water.

i. Roadway system

Assets intended for the direct purpose of vehicle or pedestrian travel or to aid in vehicle or pedestrian travel. Includes roads, bridges, overpasses, ramps, parkades, lights, sidewalks and signage.

ii. Water System

Systems for the provision of water through pipes or other constructed convey. It is normally comprised of assets for the intake, distribution, storage and treatment of safe potable water. It

may also be comprised of assets required to distribute non-potable water. Includes mains, services, pump and lift stations, plants and equipment, reservoirs and fire hydrants.

iii. Wastewater System

Wastewater is defined as water that has been used for residential, commercial, or other purposes, which flows from private plumbing systems to public sanitary sewers and on to a treatment plant. The system is comprised of assets used for the collection and treatment of non-potable water intended for return to a natural water source or other originating water source or used for an environmentally approved purpose. Systems include mains, services, pump and lift stations, plants and equipment, and lagoons.

- iv. Storm Water System
  Assets used for the collection, storage and transfer of water as a result of rain, flood or other external source to a natural water system. Includes mains, services, catch basins, pump and lift stations, outfalls and retention ponds.
- v. Machinery and Equipment

Equipment that is heavy equipment for constructing infrastructure, smaller equipment in buildings, offices, and furnishings; computer hardware and software is not capitalized as it is upgraded annually. This class does not include stationary equipment used in the Engineered Structures class.

vi. Vehicles

Rolling stock that is used primarily for transportation purposes.

vii. Cultural and Historical

Works of art and historical treasures that have cultural, aesthetic or historical value that are worth preserving perpetually. Buildings declared as heritage sites may be included in this asset classification if they are not used for providing an essential municipal service.

### 5.0 Recording Tangible Capital Assets

- 5.1 The following costs will be considered in determining the amount to be recorded for a Tangible Capital Asset:
  - a) Actual cash outlay, net of discounts or rebates. Direct costs for personnel and materials to be included. General administrative overhead shall not be included as part of the TCA cost;

- b) Interest costs;
- c) Non-refundable taxes and duties;
- d) Freight and delivery charges;
- e) Installation and site preparation costs;
- f) Related legal fees;
- g) Land registration fees and transfer taxes;
- h) Pollution mitigation;
- i) Demolition costs for assets required to be removed;
- j) Land improvements;
- k) Construction management, architectural, and other professional fees necessary for the acquisition or construction of the asset;
- I) Internal costs related to design, inspection, and administration; and
- m) Internal costs related to computer software development.

#### 5.2 Interest Capitalization

Interest capitalization will occur under the following circumstances:

- Where there is a substantial period between when costs are incurred and assets are put into service, interest related thereto will be included as part of the TCA cost;
- b) Interest capitalization will cease once the asset is placed into service; and
- c) Internal borrowings will be treated in the same manner as external borrowings for the purpose of determining related interest costs and corresponding capitalization amounts.

### 5.3 Ancillary Costs

Planning and design expenditures will be capitalized as part of the cost of a TCA if the project otherwise qualifies and the project is constructed. Costs related to abandoned projects will be recorded as operating expenses in the period when the decision to abandon is made. Initial testing costs will be included as part of the TCA cost in the period incurred.

#### 5.4 Capital Leases

Assuming the net present value of the lease is equal to or exceeds the respective capitalization threshold for the specific TCA, the lease will be recorded in accordance with current accounting standards subject to the criteria stated in the Definitions Section.

#### 5.5 Contributed Tangible Capital Assets

Contributed assets shall be treated as follows:

- a) Contributed assets will be recorded when the County is responsible to control and manage the assets;
- b) Contributed assets shall be recorded at the fair value of the entire asset;
- Fair value may be estimated using market or appraisal value.
  Replacement cost may also be used recognizing that if any of the Useful Life has been used, this will need to be considered when calculating the fair value;
- d) Municipal reserve lands will be valued at the time of the subdivision approval; and
- e) The time of acquisition in the case of subdivision developments will be at the time when the final acceptance certificate is issued.

#### 5.6 Capitalization Threshold

Expenditures that meet both the definition of a TCA and are equal to or exceed the following capitalization threshold will be recorded:

Land	No threshold	
Land Improvements	\$5,000	
Buildings	\$50,000	
Engineered Structures	\$50,000	
Machinery and	\$5,000	
Equipment		
Vehicles	\$5,000	
Cultural and Historical	No threshold	

## 5.7 *Grouping and Pooling*

Assets to be considered for grouping are items individually below the capitalization threshold but material as a group and shall be addressed as follows:

- a) To qualify for capitalization consideration, the items must be homogenous in terms of their physical characteristics, usage and Useful Lives.
- b) Assets which will be grouped are:
  - i. Waste bins by size;
  - ii. Streetlights;
  - iii. Undeveloped road allowances by township;
  - iv. Sidewalks by hamlet
- c) Additional items to consider for possible capitalization may include onetime bulk purchases and portable or attractive items. In some instances, it may be appropriate to record these assets in the asset register for management or control purposes. Capitalizing one-time bulk purchases will be considered where furnishings are acquired for a newly constructed or purchased building.

### 5.8 Communication Towers

All communication towers will be recorded individually regardless of their unit cost.

### 5.9 Residual Value

The Residual Value will only be recorded if it is estimated to be \$500.00 or greater. For buildings, the Residual Value shall be as follows:

- a) Permanent Buildings: 20% of value
- b) Portable Buildings: 10% of value

### 5.10 Incomplete Projects

TCA construction projects not completed at the end of the fiscal year shall be classified as "construction in progress" under their respective asset classifications and shall not be amortized until they have been completed and put into service.

## 5.11 Networks, Segments, and Components

Linear infrastructure may be recorded in large or small segments depending on the similarities of the infrastructure. Engineered structures and buildings may include components with Useful Lives considerably different from the main structure. Appendix B provides information on how buildings and engineered structure minor asset classifications will be recorded.

## 5.12 Betterment and Maintenance

Expenditures which do not meet the definition of betterment will be treated as maintenance expenses and expensed in the period incurred. Replacement of a component of an asset that is recorded separately as the component being replaced will be treated as a betterment with a life cycle and residual that corresponds to the remaining life of the asset.

## 6.0 Amortizing Tangible Capital Assets

- 6.1 The maximum Useful Lives to be used are provided for each type of Tangible Capital Asset in Appendix A.
- 6.2 The municipal Useful Life will be used even if it is deemed to be considerably less than the normal physical Useful Life.
- 6.3 The straight-line method of recording amortization shall be used for most Tangible Capital Assets.
- 6.4 Other methods of amortization may be used to better reflect the cost of using the asset by the County.
- 6.5 Amortization shall be recorded at 50% of the annual amortization in the year of acquisition or in the year that the asset is put into service and no depreciation in the year of disposal.

Council Approval: May 10, 2011 Council Amended: August 13, 2019



# **Request for Decision**

Council Meeting: August 13, 2019

# 8.12 Extreme Weather Equipment and Staff Mobilization Policy PW-67

# Request

Policy PW-67, the Extreme Weather Equipment and Staff Mobilization Policy, is being presented to Council, as amended, to guide workplace activities during periods of extreme weather. This Policy was brought before the Policy Committee on July 23, 2019.

# **Alternatives**

## Recommendation

Motion to approve Policy PW-67, the Extreme Weather Equipment and Staff Mobilization Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

# COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences

# **PW-67 Extreme Weather Mobilization Policy**

**Department: Public Works** 

## POLICY OBJECTIVE:

The County of St. Paul desires to provide for the safety of employees when environmental conditions are not conducive to safe work and to prevent the wear and tear on equipment and vehicles caused by extreme weather.

## POLICY STATEMENTS:

## 1 Extreme Cold Weather

1.1 Equipment and staff shall not be mobilized for outdoor work if the outside temperature is minus thirty-five degrees Celsius (-35°C) or lower, or a wind chill factor of minus forty degrees Celsius (-40°C), unless the requisite procedures are followed for all work performed.

### 2 Extreme Hot Weather

2.1 Equipment and staff shall not be mobilized for outdoor work if the outside temperature is plus thirty-seven degrees Celsius (+37°C) or higher, unless the requisite procedures are followed for all work performed.

### 3 Severe Weather and Storms

3.1 In cases of severe weather or storms, the Director of Public Works or his/her designee shall determine how and if to mobilize or de-mobilize at their discretion.

## 4 Smoky Conditions

- 4.1 In cases where outdoor conditions appear smoky or air quality seems poor, employees must consult their immediate direct report.
- 4.2 Supervisors shall refer to up-to-date sources (such as the Government of Canada Air Quality Index) to assess air quality in work areas and follow all related procedures when determining how to mobilize and de-mobilize.

Council Approval: July 8, 2011 Council Amended: August 13, 2019





# **Request for Decision**

Council Meeting: August 13, 2019

## 8.13 Workplace Violence and Anti-Harassment Policy SAF-130

# Request

Policy SAF-130, the Workplace Violence and Anti-Harassment Policy, is being presented to Council, as amended, to demonstrate the County's commitment to achieving a violence and harassment-free workplace. This Policy was brought before the Policy Committee on July 23, 2019.

# Alternatives

## Recommendation

Motion to approve Policy SAF-130, the Workplace Violence and Anti-Harassment Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

# COUNTY OF ST. PAUL NO. 19

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# SAF–130 Workplace Violence and Anti-Harassment Policy

#### Department: Occupational Health and Safety

### POLICY OBJECTIVE:

The County of St. Paul is committed to building and preserving a safe, productive, and healthy working environment and will not tolerate acts of violence or harassment against or by its employees in accordance with the workplace rights set out in the *Occupational Health and Safety Act* and by the Alberta Human Rights Commission under the *Alberta Human Rights Act*.

## POLICY STATEMENT:

### 1 GENERAL MATTERS

- 1.1 This Policy applies to all Employees, Contractors, and members of the public of the County of St. Paul.
- 1.2 This Policy shall define what is considered as violence and harassment and outline guidelines dictating how complaints will be handled.
- 1.3 The County is committed to a violence and harassment free environment by promoting prevention and dealing promptly and effectively with any incidents that may occur.
- 1.4 In the event of an incident involving violence or harassment perpetrated by an employee, the County may act to discipline the employee, up to and including, termination for cause.
- 1.5 The County shall establish programs and procedures to reduce and minimize instances of violence and harassment in the workplace. All employees are expected to be aware of and participate in such programs and procedures, as required.
- 1.6 This Policy is intended to augment Alberta human rights law, which prohibits harassment in the workplace based on the following grounds: race, religious beliefs, skin colour, place of origin, gender identity, mental or physical disability, ethnicity, marital status, family status, sexual orientation, or source of income.

## 2.0 **DEFINITIONS**

- 2.1 In this Policy, the following words shall have the intended meanings provided:
  - a) "Contractor" means an individual contracted to perform work for or provide services to the County;
  - b) "Personal Harassment" means the occurrence of a single or repeat incidence of objectionable or unwelcome conduct, bullying, comments, or other actions intended to degrade, humiliate, intimidate, or offend a group or person;
  - c) "Sexual Harassment" means unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences for the victim of the harassment. Sexual harassment can include things such an inappropriate touching, indelicate jokes, the presence of pictures or pornographic materials, comments, suggestions, innuendoes, requests or demands of a sexual nature. The behaviour does not need to be intentional to be considered sexual harassment;
  - d) "Violence" means an incident in which an employee is threatened or assaulted on County premises or in circumstances relating to the employee executing job duties, a client or visitor to the workplace is threatened or assaulted on County premises, or an employee threatens or assaults a client, co-worker, or other individual in circumstances relating to the execution of job duties by an employee;
  - e) "Workplace" means a job site in or on County property, or away from the County provided that an employee is engaged in off-site work-related activities.

## 3.0 COMPLAINT PROCEDURES

- 3.1 If an employee is being harassed or experiencing Violence in the Workplace, the employee shall is strongly encouraged to take the following steps:
  - a) tell the harasser that the behaviour is unwelcome and ask the harasser to stop, if that is appropriate or possible;
  - b) maintain a record of incidents with dates, times, locations, possible witnesses, what occurred, and how the employee responded to the harassing behaviour;
  - c) file a written-make a complaint. If the harassment continues after asking the harasser to cease the harassing behaviour or if the employee does not feel that addressing the harasser is appropriate or possible, report the problem to

either the immediate supervisor or Regional Director of Emergency Management and Occupational Health and Safety;

- d) If desired, contract the Alberta Human Rights Commission and/or the police to file a complaint.
- 3.2 Once a written-complaint is received, it shall be kept strictly confidential. An investigation shall be undertaken by a qualified third-party investigator and the necessary steps shall be taken to address the problem. If appropriate, action taken may include mediation.
- 3.3 Both the complainant and the alleged harasser will be interviewed, as will any individuals who may be able to provide relevant information. All information shall be kept in confidence if doing so remains consistent with the enforcement of this policy and adheres to the law.
- 3.4 If an investigation reveals evidence to support the harassment complaint, the harasser shall be disciplined appropriately. The incident will be documented in the harasser's personnel file. Additionally, any employee found to be involved in the harassment of another person will be subject to immediate disciplinary action including but not limited to suspension without pay or termination of employment with cause.
- 3.5 If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser. The investigation shall be deemed closed.
- 3.6 The results of all investigations shall be communicated to the relevant parties.
- 3.7 An appeal may be filed in writing within ten (10) days of the results of an investigation being issued. The appeal shall contain the reason(s) for appeal. Investigations undertaken by another qualified third-party investigator. The appeal shall be completed within ten (10) days. Any timelines may be extended if required, through a mutual agreement of the parties involved.

Investigations undertaken by the Regional Director of Emergency Management and Occupational Health and Safety may be appealed to the Chief Administrative Officer. Investigations undertaken by the Chief Administrative Officer may be directed to the Regional Director. If a complaint involves either the Chief Administrative Officer or Regional Director, another member of senior management will conduct the appeal investigation

3.8 An appeal is the final step in the complaint process; the ruling of the third-party appeal investigator shall be final.

3.9 Making a frivolous complaint in bad faith or providing false information about a complaint is strictly prohibited and constitutes a violation of this policy. Any complaints, if determined through an investigation to be frivolous or made in bad faith, are subject to disciplinary action up to and including the termination of employment for cause.

## 4.0 **RESPONSIBILITIES**

#### Employees

- 4.1 Employees are personally accountable and responsible for enforcing this policy and are expected to make every effort to prevent discrimination or harassing behaviour within the Workplace.
- 4.2 Employees shall inform their supervisors of any Violence, potential risk of Violence, Personal or Sexual Harassment that they experienced or witnessed. This includes issues in the employee's personal life that may affect the employee or a coworker's safety.
- 4.3 Employees shall report to their supervisors any incidents of Violence or Harassment according to the procedures set out in this policy.
- 4.4 Employees shall attend any training or information sessions provided by the County to reduce Violence, risks of Violence, Personal or Sexual Harassment.
- 4.5 Employees shall cooperate with the police, County investigators, or other authorities as required during any investigation related to an incident.

#### Supervisors

- 4.6 Supervisors are responsible for assessing the risk of Violence and Harassment to employees, minimizing those risks where necessary or reasonably possible, and informing any affected employee of such risks or potential risks.
- 4.7 Supervisors are responsible for ensuring employees are trained to:
  - a) recognize the potential for Violence;
  - b) follow the procedures and policies developed to minimize the risk of Violence or Harassment;
  - c) respond to incidents appropriately; and
  - d) report and document such incidents.

- 4.8 Supervisors are responsible for tracking and reporting risks of Violence, incidents of Violence, and Harassment to the Chief Administrative Officer and Regional Director of Emergency Management and Occupational Health and Safety.
- 4.9 Supervisors are responsible for ensuring proper medical care is provided to anyone involved in an incident and for securing the safety of employees, before investigating the incident or taking reports.
- 4.10 Supervisors are responsible for forwarding all written complaints to the Regional Director of Emergency Management and Occupational Health and Safety to commence the investigation process.
- 4.11 Supervisors are responsible for cooperating with police authorities, other authorities, and the County investigator during any investigation related to Workplace Violence or Harassment.

Chief Administrative Officer and the Regional Director of Emergency Management and Occupational Health and Safety

4.12 The Chief Administrative Officer and the Regional Director of Emergency Management and Occupational Health and Safety shall be made aware of all incidents and investigations and maintain documentation related to all incidents and investigations.

## 5.0 PERFORMANCE MANAGEMENT

5.1 Managing and coaching that includes performance appraisals, work assignments, and the implementation of disciplinary actions is not a form of harassment and this policy does not restrict a manager or supervisor's responsibilities in these areas.

Council Approval: June 11, 2019 Council Amended: August 13, 2019



# **Request for Decision**

Council Meeting: August 13, 2019

8.14 Regional Recreation Master Plan

## Request

The Regional Recreation Master Plan has been completed by RC Strategies. The Plan provides strategies and recommendations that can be used by all four municipalities for future recreational planning purposes.

A copy of the Plan will be forwarded to Council when we receive it.

## Alternatives

# Recommendation

Administration is recommending accepting the Regional Recreation Master Plan as information and to be used for future recreational planning purposes.

Submitted by: Tim Mahdiuk, Interim CAO



# **Request for Decision**

Council Meeting: August 13, 2019

## 8.15 Start Times for Public Works Meetings

## Request

As per Resolution OM20181025.1027, the monthly Public Works Meetings were scheduled for the fourth Tuesday of each month starting at 10:00 a.m. in the County Office Council Room in accordance with Section 193(1) of the M.G.A., unless otherwise changed by resolution of Council.

Administration is requesting that Council consider changing the start time for Public Works Meetings. Possibly a different start time to coincide with Public Works summer and winter hours.

# Alternatives

# Recommendation

Administration is recommending changing the start time for Public Works Meeting to 9:00 a.m. starting August 27<sup>th</sup> as per Section 193(1) of the MGA and that Council revisit this item at the October 2019 Organizational meeting.

Submitted by: Tim Mahdiuk, Interim CAO



# **Request for Decision**

Council Meeting: August 13, 2019

# 8.16 Water Diversion Access Agreement with CNRL

## Request

A new Water Diversion Access Agreement with CNRL for a permanent Diversion License is being presented for approval. The agreement is similar to the Agreement signed in 2015 but includes additional information, such as location points, water act approval etc., which are requirements for a permanent license, as directed by Alberta Environment. The agreement has been reviewed by AE&P.

# **Alternatives**

## Recommendation

Administration is recommending to approve the ten-year Water Diversion Access Agreement with Canadian Natural Resources Limited.

Submitted by: Phyllis Corbiere, Executive Assistant

# COUNTY OF ST. PAUL

5015 – 49 Avenue, St. Paul, Alberta, T0A 3A4 www.county.stpaul.ab.ca

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## WATER DIVERSION ACCESS AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

BETWEEN

## THE COUNTY OF ST. PAUL NO. 19

(hereinafter called "the County")

OF THE FIRST PART

And

## CANADIAN NATURAL RESOURCES LIMITED

(hereinafter called "CNRL")

OF THE SECOND PART

**WHEREAS** the County desires to have continued access to water for municipal and agricultural uses: and

**WHEREAS** CNRL desires to have access to water for its industrial oil and gas needs and remain in compliance with Alberts Energy Regulator;

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

1) CNRL will operate and maintain the freshwater intake point at LSD 10 (ten) -

Section 21 (twenty-one) - Township 056 (fifty-six) - Range 06 (six) - West of the

4<sup>th</sup> (fourth) Meridian under Alberta Environment Water Act License 30495.

2) CNRL will operate and maintain 2 (two) water diversion points, and allow the

County to utilize these points, at the following legal descriptions: LSD 03 (three) -
Section 13 (thirteen) – Township 55 (fifty-five) – Range 06 (six) – West of the 4<sup>th</sup> (fourth) Meridian, located in the County of Vermilion River, and LSD 03 (three) – Section 15 (fifteen) – Township 56 (fifty-six) – Range 06 (six) – West of the 4<sup>th</sup> (fourth) Meridian, located in the County of St. Paul.

- 3) The County is to apply for a permanent diversion license from Alberta Environment and Parks for the purpose of providing access to water for municipal and agricultural use to ensure compliance with all Alberta Environment and Parks regulations.
- 4) The County will bear no cost for the maintenance and operation of the infrastructure at the raw water intake or either of the water distribution sites. CNRL will provide all maintenance and carry out all operations at its own cost.
- 5) CNRL will provide access to the infrastructure at the water distribution points for the use of the County and agricultural producers at no charge.
- CNRL will provide access to the infrastructure only as long as it serves their oil and gas needs.
- CNRL will monitor and log all requisite information pertaining to individuals accessing these 2 (two) water diversion points.
- CNRL will provide to the County any information required to satisfy Alberta Environment and Parks reporting requirements.
- 9) The term of this Agreement will be 10 years.
- 10)Either party may terminate this Agreement by providing the other party with 30 (thirty) days' written notice.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the day and year first above written.

# CANADIAN NATURAL RESOURCES LIMITED

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

SIGNING AUTHORITY

# COUNTY OF ST. PAUL NO. 19

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

REEVE

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

COUNTY CAO

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



# **Request for Decision**

Council Meeting: August 13, 2019

8.17 Gravel Agreement

# Request

At the July 23, 2019 Council Meeting, Council made the following motion - to exempt gravel stockpile assessments as per section 362(1)(b) of the MGA.

The Sand and Gravel Agreement has been amended to reflect Council's motion and the annual fee has been increased.

Item 5 of the agreement has been amended to read as follows:

The Vendor acknowledges and agrees that during the term of this Agreement, the area used for gravel excavation/stockpile will be exempt from taxation under Section 362(1)(b) of the Municipal Government Act, the year following the final pit fee payment, as long as the disturbance is part of the lands. This exemption will remain in place until the expiration of the Agreement, recommencement of crushing operations or reclamation of the disturbed area.

Item 6 of the agreement has been amended to read as follows:

Once gravel crushing has commenced, the Purchaser shall pay an annual storage fee to the Vendor in the amount of \$100 per acre \$200 per acre for disturbed lands until reclamation is complete.

# Alternatives

# Recommendation

Administration is recommending approving the Gravel Agreement as amended with the new rate of \$200 per acre for disturbed lands until reclamation is complete.

Submitted by: Phyllis Corbiere, Executive Assistant

#### SAND AND/OR GRAVEL AGREEMENT

#### **BY AND BETWEEN:**

#### COUNTY OF ST. PAUL NO. 19 5015 - 49 Avenue St. Paul, Alberta TOA 3A4 780-645-3006

(hereinafter called the "Purchaser")

#### OF THE FIRST PART,

- and -

#### NAME ADDRESS TOWN, Alberta Txx Xxx

(hereinafter called the "Vendor")

OF THE SECOND PART.

**WHEREAS** the Vendor is the owner of those lands legally described as follows:

# X Quarter of Section X (x), Township XX (xx) Range XX (xx), West of the Fourth Meridian (W4M).

(the "Lands")

NOW THEREFORE this Agreement witness that for good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as

follows:

 The Vendor hereby grants and assigns unto the Purchaser, the rights to enter on to the Lands and to explore, prospect, dig, work, excavate, crush, stockpile and remove all sand and/or gravel situated on the Lands for a period of **five** (5) year (s) commencing the X date of **Month, Year** The Purchaser may terminate this Agreement at any time upon sixty (60) days written notice to the Vendor subject only to an accounting and settlement of any payments due to the date of termination and the restoration of the Lands.

- 2) The rights granted by the Vendor to the Purchaser under this Agreement include:
  - a. the right to enter upon and occupy the Lands and explore for, strip, excavate, develop, crush, remove, dispose of and sell for its own account all the gravel and/or sand found within, upon or under the Lands that the Purchaser in its sole discretion deems to be fit and suitable for its purposes, which the Purchaser may remove from the lands;
  - b. the right to store and stockpile the gravel and/or sand upon the Lands or other Lands which are under the control and management of the Purchaser:
  - c. the right to strip, excavate, remove and dispose of all the overburden and all other materials from the Lands, the removal of which may be necessary to enable the Purchaser to recover the gravel and/or sand;
  - d. the right to store and stockpile the overburden and any other material on the Lands or other lands which are under the control and management of the Purchaser;
  - e. the right to place, remove and maintain all plants, machinery, equipment, buildings, and structures of every nature and description that the Purchaser in its sole discretion considers necessary or desirable for obtaining the benefits of the rights hereby granted;
  - f. the right to do all things that the Purchaser in its sole discretion considers necessary and expedient for the proper location, working, excavation, processing, stockpiling and removal of the gravel and/or sand, overburden and other materials lying upon, under or within the Lands or any portion thereof, and;
  - g. the free and uninterrupted right-of-way and right of ingress and egress per persons, vehicles and equipment throughout, along and over the Lands or other lands which are under the control and management of the Purchaser and to and from any portion thereof to the extent that the Purchaser in its sole
- 3) The Vendor warrants that he/she has good title to the Lands and the gravel and sand thereon and the full right and power to grant to the Purchaser the full and exclusive right to enter upon and occupy the Lands together with the rights and privileges as herein

provided and while not in default of its agreements on the Purchaser's part herein contained, the Purchaser may peaceably possess and enjoy the rights and privileges hereby granted during the term of this Agreement without any interruption or disturbance from or by the Vendor or any other persons.

- 4) The Purchaser shall pay to the Vendor \$3.00 per cubic yard for all sand and/or gravel removed from the said land (excluding gravel currently stockpiled under previous agreements); payment to be made within thirty (30) days from the date of crushing. Any G.S.T. payable shall be the responsibility of the Purchaser and shall be included on all payments made to the Vendor. Calculation of amounts shall be based on the records and measurements of the Purchaser.
- 5) The Vendor shall pay all taxes, rates and assessments against the Lands. The Vendor acknowledges and agrees that during the term of this Agreement, once gravel crushing has commenced on the Lands, the area used for gravel excavation/stockpile will be assessed by County assessors as Commercial and subject to the tax rate for that assessment classification exempt from taxation, under Section 362(1)(b) of the Municipal Government Act, the year following the final pit fee payment, as long as the disturbance is part of the lands. This classification exemption will remain in place until the expiration of the Agreement, recommencement of crushing operations, depletion of the gravel stockpile, or reclamation of the gravel pit disturbed area.
- Once gravel crushing has commenced, the Purchaser shall pay an annual storage fee to the Vendor in the amount of \$100.00/acre \$200 per acre for disturbed lands until reclamation is complete.

-3-

- 7) The Purchaser shall bear the full responsibility for reclamation of sites disturbed for the exploration, excavation, and removal of the sand and/or gravel to the extent that it is reasonably practicable. Reclamation of the site shall take place within a reasonable period from the date of site disruption.
- 8) The Purchaser shall bear full responsibility for any and all damages whatsoever incurred in the working and removal of the sand and/or gravel.
- 9) At any and all time during the terms of this Agreement, the Purchaser agrees to carry insurance of the types as follows:
  - a) Worker's Compensation Insurance in full compliance with all applicable Provincial Laws and Regulations,
  - b) Comprehensive General Liability Insurance for all damages in respect of bodily injury or death and in respect to damage to the property of thus,
  - c) Automotive Liability Insurance covering owned and non-owned vehicles for bodily injury to, or death of any person or damages to property.
- 8) The Purchaser agrees to indemnify and save harmless the Vendor of and from all loss and damage and all fines, costs, suits, claims, demands, and actions of any kind or nature for which the Purchaser shall or may become liable or incur or suffer by reason of any breach, violation or non-performance by the Purchaser of any warranty, covenant or agreement herein contained or by reason of any injury occasioned to or suffered by any person or damage to any property by reason of wrongful act, neglect or default on the part of the Purchaser or any of its employees, agents, or servants.
- 10) The Vendor agrees to indemnify and save harmless the Purchaser of and from all loss and damage and all fines, costs, suits, claims, demands and actions of any kind or nature for

which the Purchaser shall or may become liable or incur or suffer by reason of any breach, violation and non-performance by the Vendor of any warranty, covenant or agreement herein contained or by reason of any injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act, neglect or default on the part of the Vendor or any of his employees, agents or servants.

- 11) In case of disputes or differences arising under this Agreement, which are not settled within a reasonable time, the parties shall refer the disputes and differences to arbitration under the Arbitration Act of Alberta.
- 12) The Purchaser may not assign, pledge, mortgage, or otherwise encumber any of its rights under this Agreement without the prior written consent of the Vendor.
- 13) This Agreement, with respect to the subject matter contained therein:
  - a) sets forth the entire Agreement between the parties and any persons who have in the past, or who are now representing either of the parties,
  - b) supersedes all prior understandings and communications between the parties or any of the oral or written, and
  - c) constitutes the entire Agreement between the parties.
- 14) Each party acknowledges that this Agreement is entered into after full investigation and that no party is relying on any statement or presentation made by any other, which is not embodied in this Agreement. Each party acknowledges that it shall have no right to rely on any amendment, promise, modification, statement, or representation made or occurring subsequent to the execution of this Agreement unless it is in writing and executed by each of the parties.
- 15) Time shall be of the essence of this Agreement and of every part of it and no extension or

variation of this Agreement shall operate as a waiver of this provision.

- 16) This agreement may be renewed by written agreement of the parties. In the event that a stockpile of gravel remains on the Lands at the expiration of this agreement, and the parties do not agree to renew the agreement, the Purchaser shall have one year to remove the stockpile.
- 17) This Agreement shall ensure to the benefit of and be binding on the parties and their respective Heirs, Executors, Administrators, Successors, and Assigns.
- 18) If any provision becomes illegal or unenforceable, the provision will be deemed to be severed and the Agreement shall continue as amended.
- 19) The Purchaser may at any time during the term of this Agreement register a caveat, memorandum or other document against the title to the Lands.

**IN WITNESS WHEREOF** the Vendor has hereunto subscribed his/her name in the presence of the subscribing witness and the Purchaser has caused to be affixed its corporate seal duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

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

Per:

OWNER

Witness

Per:

OWNER

Witness

#### **AFFIDAVIT OF EXECUTION**

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CANADA PROVINCE OF ALBERTA TO WIT:

I,		
of the	of	,

in the Province of Alberta,

MAKE OATH AND SAY:

- 1. THAT I was personally present and did see **OWNER**, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
- 2. THAT the instrument was executed at \_\_\_\_\_\_, Alberta and that I am the subscribing witness thereto;
- 3. THAT I believe **OWNER** whose signature I witnessed, is at least eighteen (18) years of age.

A Commissioner for Oaths in and for Alberta

#### **AFFIDAVIT OF EXECUTION**

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- 3. THAT I believe **OWNER** whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at	)
in the Province of Alberta	)
this day of, 20	)
	)

A Commissioner for Oaths in and for Alberta

2192871

COUNTY OF ST. PAUL 5015 – 49 Avenue, St. Paul, AB



# **Request for Decision**

Council Meeting: August 13, 2019

# 8.18 Paving Parking Lot at County Public Works Shop

# Request

Public Works has received a quote from Blue Sky Coatings to pave the parking lot at the Public Works Shop. They will also have requested a second quote from Black Track Paving.

The attached diagram indicates the area to be paved.

# Alternatives

# Recommendation

Administration is looking for direction from Council.

Submitted by: Dan Reid, Director of Public Works

