



County of St. Paul No 19
Council Meeting
AGENDA

Tuesday, November 12, 2019
9:00 AM

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1. Call to Order	
2. Minutes	
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10.1	CAO Report	
	CAO Report to be presented at the meeting.	
11.	Upcoming Meetings	
11.1	Nov. 19 @ 6:00 pm - Joint Meeting with Town of St. Paul	

11.2 Nov. 19 - 21 - Budget Meetings

11.3 Nov. 22 - Seniors Festival

11.4 Nov. 26 @ 9:00 am - Public Works

12. Financial

12.1 Budget to Actual

12.2 Listing of Accounts Payable

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

12.3 Council Fees

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

13. Adjournment



County of St. Paul No 19
Council Meeting
Minutes

Tuesday, October 8, 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
 Daniel 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 10:00 a.m.

2. Minutes

Resolution CM20191008.1001

Moved By: Councillor Maxine Fodness

approve the minutes with amendment to item 4 - Additions to the Agenda. Should be Frog Lake not Fishing Lake.

Carried

3. Bank Reconciliation

Resolution CM20191001.1002

Moved By: Councillor Cliff Martin

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

Carried

4. Additions to Agenda and Acceptance of Agenda

Resolution CM20191008.1003

Moved By: Councillor Laurent Amyotte

to adopt the agenda for the Regular Meeting of Council for October 8, 2019 with the following additions:

8.16 Lac Sante ER Distrubance

8.17 Fire Call - Lanferman

8.18 Paving at County Public Works Shop

8.19 HUB - Minister's Roundtable Meeting - October 24

8.20 Street Light Request - Stillwater & Paziuk Subdivisions

Carried

5. Closed Session

5.1 Closed Session

Resolution CM20191009.1004

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 Section 17, Division 2, Part 1 of the FOIP Act at 10:04 am.

Carried

Arlene Shwetz left the Council Room at 10:04 am.

Crystal St, Arnault entered the Council Room at 10:04 am and left at 10:19 am.

Krystle Fedoretz entered the Council Room at 10:20 am and left at 10:43 am.

Kyle Attanasio, Dennis Bergheim and Phyllis Corbiere left the Council Room at 10:43 am and entered at at 11:06 am.

Janice Huser, St. Paul Journal, and Arlene Shwetz entered the Council Room at 11:06 am.

Tim Mahdiuk and Daniel Reid remained during the closed discussion to provide information to Council as required.

Resolution CM20191008.1005

Moved By: Councillor Maxine Fodness

to revert to an open meeting at 11:06 am.

Carried

Resolution CM20191008.1006

Moved By: Councillor Kevin Wirsta

that as authorized by section 347(c) of the Municipal Government Act, Council defers the collection of all taxes, arrears, and penalties imposed on or before December 31, 2018 owing on Tax Roll 10801701 until payment of all property taxes owing in connection with the 2019 property tax assessment of the property listed on Roll 10801701.

Carried

7. Delegation

7.1 11:00 am - Charles Biollo

Charles Biollo, Lac Sante Resident, entered the Council Room at 11:06 am to discuss ATVs on the Environmental Reserve and trucks and ATVs using Launch Road to access the ER.

Mr. Biollo requested that the traffic be restricted to people who are using the road as access to the lake. He also requested that Council educate the people about the use of Environmental Reserves and to inform them that there is a trial in the Lac Sante Area.

The delegation left the Council Room at 11:25 am and sat in the gallery.

Resolution CM20191008.1007

Moved By: Councillor Dale Hedrick

that public works install signs at Launch Road in Paziuk Subdivision, Lac Sante and to provide all County residents with a mail out regarding use of environmental reserves and to advertise on social media.

Carried

7.2 11:15 am - Mike Berlinguette

Mike Berlinguette entered the Council Room at 11:27 am.

Mr. Berlinguette requested that Council amend the bylaws to allow for the creation of a 50.08 parcel in the NE 34-58-10-W4. The delegation left the Council Room at 11:34 am.

Resolution CM20191008.1008

Moved By: Councillor Maxine Fodness

to amend the Municipal Development Plan and the Land Use Bylaw to allow for the creation of a 50.08 acre parcel in the NE 34-58-10-W4 for residential purposes.

Carried

7.3 11:30 am - Ron Boisvert, CAP Arena

Ron Boisvert, on behalf of the CAP Arena Committee entered the Council Room at 11:34 am to present their proposal to replace the chiller in the CAP Arena. The committee is requesting a \$50,000 grant and a letter of support to accompany their CFEP Grant application for funding for this project. The delegation left the Council Room at 11:51 am.

Resolution CM20191008.1009

Moved By: Councillor Cliff Martin

to commit \$50,000 towards the replacement of the chiller to be paid from the 2020 budget, and to provide a letter of support for the CAP Arena Committee to accompany their CFEP grant application.

Carried

The meeting adjourned for lunch and reconvened at 1:00 pm with all members of Council present.

7.4 1:00 pm - Eunhye Cho, St. Paul Library

Eunhye Cho, Manager of the St. Paul Library, entered the Council Room at 1:00 pm to present her mid-year report. Eunhye reviewed the progress

on their 2019 goals and the projects they are currently working on. The delegation left the Council Room at 1:10 pm.

6. Business Arising from Minutes

6.1 Amyotte & Sons Request to Connect to Mallaig Water Line

Resolution CM20191008.1010

Moved By: Councillor Cliff Martin

to approve the request from Amyotte & Sons Welding to connect to the Mallaig Waterline, at their expense.

Carried

8. New Business

8.1 2019 Strategic Plan - 3rd Quarter Update

Resolution CM20191008.1011

Moved By: Councillor Maxine Fodness

to accept the 3rd Quarter of the 2019 Strategic Plan as information.

Carried

8.2 2020 Strategic Plans

Resolution CM20191008.1012

Moved By: Councillor Darrell Younghans

to approve the 2020 County of St. Paul Overarching Strategic Plan.

Carried

Resolution CM20191008.1013

Moved By: Councillor Laurent Amyotte

to approve the 2020 FCSS County of St. Paul and Elk Point Operational Plan.

Carried

Resolution 20191008.1014

Moved By: Councillor Kevin Wirsta

to approve the 2020 Administration Operational Plan.

Carried

Resolution 20191008.1015

Moved By: Councillor Dale Hedrick

to approve the 2020 Communications Operational Plan.

Carried

Resolution CM20191008.1016

Moved By: Councillor Cliff Martin

to approve the 2020 Community Services Operational Plan.

Carried

Resolution CM20191008.1017

Moved By: Councillor Maxine Fodness

to approve the 2020 Public Works Operational Plan, excluding the appendixes.

Carried

8.3 Boat Launches

Resolution CM20191008.1018

Moved By: Councillor Cliff Martin

to hire Explore Surveys to complete the dispositions on the boat launches at the following locations:

- Stoney Lake Park - SW 25-56-8-W4 Renew in 2023
- Lac Bellevue, Warren Development – SW 5-56-9-W4
- Lower Therien Lake, Crestview – SE 14-57-10-W4
- Garner Lake, Melnychuk Subdivision – SE 22-60-12-W4

at a cost of \$5000 per boat launch to be paid from the 2020 budget.

Carried

Resolution CM20191008.1019

Moved By: Councillor Maxine Fodness

to complete the dispositions on the following boat launches that are situated on the road allowance, if required, as determined by Alberta Environment and Parks:

- Laurier Lake – Blue Bird Beach – SE 22-56-4-W4
- Lottie Lake – On Twp Rd 590, NE 33-58-11-W4
- Lac Sante – West of Twp Rd 564, SW 26-56-11-W4

Carried

8.4 Shallow Gas Tax Relief Initiative (SGTRI)

Resolution CM20191008.1020

Moved By: Councillor Kevin Wirsta

that pursuant to Section 347 of the Municipal Government Act, for all properties identified in Schedule A – Summary of Tax Relief by Company, attached to and forming part of the council minutes, Council authorizes to refund the 2019 property taxes paid as to reduce by 35 percent property taxes levied as per section 353(2) of the Municipal Government Act, which includes municipal property taxes, requisitions detailed in section 326(1)(a) and 359(1)(2), as well as special taxes levied under section 382(1) where the tax rate is based on the assessment.

Carried

8.5 Benefits Policy HR-4

Resolution CM20191008.1021

Moved By: Councillor Darrell Younghans

to approve Benefits Policy HR-4, as amended, as recommended by the Policy Committee.

Carried

8.6 Overtime Policy HR-21

Resolution CM20191008.1022

Moved By: Councillor Maxine Fodness

to approve Overtime Policy HR-21, as amended, as per the recommendations of the Policy Committee.

Carried

8.7 Sick Leave Policy HR-29

Resolution CM20191008.1023

Moved By: Councillor Dale Hedrick

to approve Sick Leave Policy HR-29, as amended, as per the recommendations of the Policy Committee.

Carried

8.8 General and Declared Holidays Policy HR-30

Resolution CM20191008.1024

Moved By: Councillor Laurent Amyotte

to approve General and Declared Holidays Policy HR-30, as amended, as per the recommendations of the Policy Committee.

Carried

8.9 Vacation Policy HR-33

Resolution CM20191008.1025

Moved By: Councillor Cliff Martin

to approve Vacation Policy HR-33, as amended, as per the recommendations of the Policy Committee.

Carried

8.10 Library Board Member at Large

Resolution CM20191008.1026

Moved By: Councillor Dale Hedrick

to appoint Shannon Quinney as a member-at-large for the County of St. Paul Library Board for a one-year term.

Carried

8.11 Alberta Recreation and Parks Association Conference

Resolution CM20191008.1027

Moved By: Councillor Laurent Amyotte

to approve Councillor Hedrick and Councillor Wirsta to attend the 2019 Alberta Recreation and Parks Association Conference in Lake Louise on October 25 and 26, 2019.

Carried

8.12 Canola Discovery Forum

Resolution CM20191008.1028

Moved By: Councillor Cliff Martin

to approve Keith Kornelson, Agricultural Fieldman, to attend the 2019 Canola Discovery Forum from November 13 to 15, 2019 in Winnipeg.

Carried

8.13 FCSSAA Conference - Resilient People Strong Communities

Resolution CM20191008.1029

Moved By: Councillor Darrell Younghans

to approve Councillor Fodness and Councillor Younghans to attend the 2019 FCSSAA Conference from November 27 to 29 2019 in Edmonton.

Carried

8.14 St. Paul Fire Department 75th Anniversary Spring Ball

Resolution CM20191008.1030

Moved By: Councillor Darrell Younghans

that the County of St. Paul support the St. Paul Fire Department by purchasing a table of 8 at a cost of \$450 for their 75th Anniversary Spring Ball on April 18, 2020.

Carried

8.15 St. Paul Ag Society - Request for Gravel

Resolution CM20191008.1031

Moved By: Councillor Dale Hedrick

to ratify the donation of 10 yards of gravel for the St. Paul Ag Society, to repair a low spot at the back of the Ag Barn.

Carried

7. Delegation

7.5 1:30 pm - Linda Sallstrom, Tourism Initiative

Linda Sallstrom, on behalf of St. Paul & District Chamber of Commerce and Marianne Price representing Alberta's Lakeland entered the Council Room at 1:30 pm to present the St. Paul/Elk Point Tourism Initiative they are developing. The delegation informed Council that Alberta Tourism is looking for the next area in Alberta to develop. There is funding coming from both levels of government to develop tourism and the committee has partners who see this as a viable opportunity for St. Paul and surrounding area. The delegation requested the support of a Councillor and one staff to sit on the committee to help drive the initiative. The goal of the Tourism Initiative Committee is to grow the tourism industry in the St. Paul Region and to become a part of a larger region.

Resolution CM20191008.1032

Moved By: Councillor Maxine Fodness

to appoint Councillor L. Amyotte and Arlene Shwetz, Communications Coordinator, to the Tourism Initiative Committee.

Carried

8. New Business

8.16 Lac Sante ER Disturbance

Resolution CM20191008.1033

Moved By: Councillor Maxine Fodness

that administration enforces Penalty Bylaw 2019-06 as it relates to the Municipal and Reserve Land Regulation Offence and that the owner of Lot 4, Block 1, Plan 0226222 be ordered to reclaim the disturbed ER, with the work to be completed by June 1, 2020.

Carried

8.17 Fire Call - Lanferman

Resolution CM20191008.1034

Moved By: Councillor Cliff Martin

to file Ron Lanferman and David Beck's request for Council to revisit their decision on the fire call invoice.

Carried

8.18 Paving at County Public Works Shop

Resolution CM20191008.1035

Moved By: Councillor Darrell Younghans

to approve the scope change for the paving project at the public works shop in the amount of \$1889.11.

Carried

Resolution CM20191008.1036

Moved By: Councillor Maxine Fodness

to table the request from Black Track Paving to fund the overage on the parking lot at the public works shop.

Carried

8.19 Minister's Roundtable Discussions

Resolution CM20191008.1037

Moved By: Councillor Dale Hedrick

to approve Reeve Upham to attend the Minister's Roundtable Discussion on October 24 in Edmonton, as it relates to the Alberta HUB Committee.

Carried

8.20 Street Light Request - Stillwater and Paziuk Subdivisions

Resolution CM20191008.1038

Moved By: Councillor Darrell Younghans

to table the request for the installation of street lights in the Paziuk Subdivision and Stillwater Subdivision until the Street Lighting Policy is approved.

Carried

10. Reports

10.1 CAO Report

Resolution CM20191008.1039

Moved By: Councillor Cliff Martin

to accept the CAO Report as presented.

Carried

12. Financial

12.1 Budget to Actual

Resolution CM20191008.1040

Moved By: Councillor Maxine Fodness

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

Carried

12.2 Listing of Accounts Payable

Resolution CM20191008.1041

Moved By: Councillor Dale Hedrick

to file the listing of Accounts Payable as circulated:

<u>Batch</u>	<u>Cheque Date</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>
22895	Sept. 10, 2019	34458 - 34548	\$466,856.48
22896	Sept. 11, 2019	Direct Deposit	\$235,759.37
22926	Sept. 20, 2019	34549 - 34621	\$632,934.52
22933	Sept. 23, 2019	Direct Deposit	\$ 90,403.08
22925	Sept. 24, 2019	Direct Deposit	\$581,027.89
22939	Sept. 24, 2019	Direct Deposit	\$ 43, 872.59
22947	Sept. 26, 2019	Direct Deposit	\$ 4,042.71
22961	Oct. 1, 2019	Direct Deposit	\$ 1,660.02

Carried

12.3 Council Fees

Resolution CM20191008.1042

Moved By: Councillor Darrell Younghans

to approve the Council Fees for the Month of September 2019 as amended.

Carried

13. Adjournment

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting at 2:55 pm.

Reeve

Chief Administrative Officer

DRAFT



County of St. Paul No 19
Council Meeting
Minutes

Wednesday, October 23, 2019
9:00 AM
Council 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
 Phyllis Corbiere, Executive Assistant
 Arlene Shwetz, Communications Coordinator

Others Present Linda Meger, GIS Technician

1. Call to Order

The Organizational Meeting of the Council of the County of St. Paul was called to order by Reeve Steve Upham at 9:00 a.m. Wednesday, October 23, 2019 at the County Office in St. Paul.

2. Appointment of Deputy Chief Elected Official "Deputy Reeve"

Reeve S. Upham called for nominations for the office of Deputy Reeve.

Councillor D. Younghans nominated Councillor M. Fodness.

Reeve S. Upham called a second for nominations for the office of Deputy Reeve.

Reeve S. Upham called a third time for nominations for the office of Deputy Reeve.

Councillor L. Amyotte moved nominations cease.

There being only one nomination, Councillor M. Fodness was appointed as Deputy S. Reeve for the ensuing year.

2.1 Oath of Office for Deputy Reeve

Linda Meger administered the Oath of Office to Deputy Reeve Maxine Fodness. The Oath is attached to and forms part of these minutes.

Linda Meger left the Council Room at 9:02 am.

3. Agriculture and Land Use

Resolution OM20191023.1001

Moved By: Councillor Darrell Younghans

that the appointments to the Agricultural Service Board and Seed Cleaning Plant Board remain the same for the ensuing year, as well as the appointments for the Weed Inspector and Pest Control Officer.

Carried

4. Fire Protection

Resolution OM20191023.1002

Moved By: Councillor Maxine Fodness

that the member appointments for the Elk Point Fire Protection Committee and the St. Paul Fire Protection Management Committee remain the same, as well as the Technical Advisors for St. Paul and Elk Point and the Fire Guardian.

Carried

5. Health

Resolution OM20191023.1003

Moved By: Councillor Cliff Martin

to reappoint the Board Members to the MD of St. Paul Foundation, Elk Point Community Health Council Steering Committee (Inter Agency) and the St. Paul Doctor Recruitment Committee for a one-year term.

Carried

6. Library

Resolution OM20191023.1004

Moved By: Councillor Laurent Amyotte

to reappoint Councillor L. Amyotte and Councillor M. Fodness as alternate to the Northern Lights Library Board and recommend Councillor K. Wirsta for appointment to the Elk Point Municipal Library Board and Councillor M. Fodness for appointment to the St.Paul Municipal Library Board.

Carried

7. Policing

Resolution OM20191023.1005

Moved By: Councillor Dale Hedrick

that the Board Member appointments to the Elk Point Community Advisory Policing Committee and the Police Liaison Officer remain the same.

Carried

8. Public Utilities

Resolution OM20191023.1006

Moved By: Councillor Maxine Fodness

that the appointments to the Evergreen Regional Landfill Committee, the St. Paul Transfer Station Committee and the Elk Point/St. Paul Regional Water Commission remain the same and that the Highway 28/63 Regional Water Commission be approved with Reeve S. Upham, CAO Sheila Kitz and Danny Weinmeier with Councillor D. Hedrick as alternate and that the Water Technical Committee (Ashmont/Lottie Lake and St. Paul/Elk Point) be amended to replace Bryan Bepalko with Danny Weinmeier.

Carried

9. Public Works

Resolution OM20191023.1007

Moved By: Councillor Cliff Martin

that the appointments to the Public Works Committee, Veteran's Memorial Highway Association and the Surveyor remain the same, and that the Heavy Oil Committee be amended to replace PW Director Mark Chileen with PW Director Daniel Reid.

Carried

10. Alberta's Lakeland DMO

Resolution OM20191023.1008

Moved By: Councillor Kevin Wirsta

to reappoint Councillor L. Amyotte to Alberta's Lakeland DMO Committee and the Tourism Initiative Committee for a one-year term.

Carried

11. Elk Point Canada Day Committee

Resolution OM20191023.1009

Moved By: Councillor Maxine Fodness

to reappoint Councillor K. Wirsta to the Elk Point Canada Day Committee for a one-year term.

Carried

12. Elk Point Regional Allied Arts

Resolution OM20191023.1010

Moved By: Councillor Laurent Amyotte

that Councillor K. Wirsta be reappointed to the Elk Point Regional Allied Arts Committee.

Carried

13. HUB

Resolution OM20191023.1011

Moved By: Councillor Kevin Wirsta

that Reeve S. Upham and Councillor L. Amyotte as alternate remain the County representatives on the Alberta HUB Committee for the ensuing year.

Carried

14. LARA

Resolution OM20191023.1012

Moved By: Councillor Laurent Amyotte

to reappoint Councillor C. Martin and Councillor K. Wirsta as alternate to the LARA Committee.

Carried

15. North Saskatchewan Watershed Alliance

Resolution OM20191023.1013

Moved By: Councillor Darrell Younghans

to reappoint Councillor C. Martin and Councillor K. Wirsta as alternate to the North Saskatchewan Watershed Alliance.

Carried

16. Parks Committee

Resolution OM20191023.1014

Moved By: Councillor Dale Hedrick

that the Parks Committee remain the same with Councillors Amyotte, Hedrick, Martin and Wirsta for the upcoming year.

Carried

17. Policy Committee

Resolution OM20191023.1015

Moved By: Councillor Cliff Martin

that Councillors Fodness, Martin, Younghans and Reeve Upham be reappointed to the Policy Committee with Councillor D. Younghans as Chairman.

Carried

18. Regional Emergency Advisory Committee

Resolution OM20191023.1016

Moved By: Councillor Laurent Amyotte

to reappoint Councillor Fodness and Councillor Younghans to the Regional Emergency Advisory Committee for a one-year term.

Carried

19. Riverland Recreation

Resolution OM20191023.1017

Moved By: Councillor Maxine Fodness

to reappoint Councillor Hedrick and Reeve Upham as alternate to the Riverland Recreation Committee.

Carried

20. Safety Codes Act Committee

Resolution OM20191023.1018

Moved By: Councillor Laurent Amyotte

that Councillors Fodness and Hedrick and Reeve Upham be reappointed to the Safety Codes Act Committee for the ensuing year.

Carried

21. Salary Negotiations Committee

Resolution OM20191023.1019

Moved By: Councillor Darrell Younghans

to reappoint all members of Council to the Salary Negotiations Committee.

Carried

22. St. Paul Chamber of Commerce

Resolution OM20191023.1020

Moved By: Councillor Kevin Wirsta

to reappoint Councillor M. Fodness to the St. Paul Chamber of Commerce Committee.

Carried

23. Intermunicipal Council Committee (ICC) - Urban IDP

23.1 Town of St. Paul

Resolution OM20191023.1021

Moved By: Councillor Darrell Younghans

to appoint CAO Sheila Kitz, Councillor C. Martin and Councillor M. Fodness to the Town of St. Paul Intermunicipal Council Committee.

Carried

23.2 Town of Elk Point

Resolution OM20191023.1022

Moved By: Councillor Maxine Fodness

to appoint CAO Sheila Kitz, Councillor D. Younghans and Councillor K. Wirsta to the Town of Elk Point Intermunicipal Council Committee.

Carried

23.3 Summer Village of Horseshoe Bay

Resolution OM20191023.1023

Moved By: Councillor Maxine Fodness

to appoint CAO Sheila Kitz, Councillor L. Amyotte and Councillor D. Hedrick to the Summer Village of Horseshoe Bay Intermunicipal Council Committee.

Carried

24. Rural IDP Committees

Resolution OM20191023.1024

Moved By: Councillor Cliff Martin

that the CAO and Director of Planning and Development be appointed to the Rural IDP Committees along with the following Councillor members:

County of Two Hills - Councillor M. Fodness

County of Vermilion River - Councillor D. Younghans

Lac La Biche County - Councillor L. Amyotte

MD of Bonnyville - Councillor C. Martin

Smoky Lake County - Councillor D. Hedrick

Carried

26. Administrative

Resolution OM20191023.1025

Moved By: Councillor Laurent Amyotte

to approve the following:

- A. Legal Advisors - Brownlee LLP, Reynolds Mirth Richard Farmer
- B. Date for Regular Council Meetings - 2nd Tuesday of each month @ 10:00 am
- C. Date for Regular Public Works Meeting - 4th Tuesday of each month @ 9:00 am
- D. Signing Officers - Reeve or Deputy and Interim CAO with the Director of Corporate Services to sign in the absence of the CAO.

Carried

27. Remuneration and Allowances

Resolution OM20191023.1026

Moved By: Councillor Cliff Martin

that the rates for remuneration and allowances remain the same as 2018:

- Base Councillor Salary - \$2308/month
- Base Deputy Reeve Salary - \$2748/month
- Base Reeve Salary - \$3188/month
- Committee Meeting Rate - \$209
 - Top up Per Diem for Committees that pay a different rate
- Out of County Meeting Rates - Over 170 km one way - \$264
- Travel Time for Overnight
 - 170 - 340 one way - 1/2 day each way
 - Over 340 km on way - 1 day each way
- Member at Large - \$165/meeting
- Mileage - CRA Rates
- Cell Phone Allowance - \$100
- Lodging - by receipt or \$50 per night if providing own accommodations
- Meals - by receipt or \$15 Breakfast, \$25 Lunch, \$30 Dinner
- Parking/Taxi - by receipt

Carried

Reeve

Interim Chief Administrative Officer



Request for Decision

Council Meeting: November 12, 2019

5.1. Closed Session

Request

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

Alternatives

Recommendation

To move into Closed Session.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: November 12, 2019

7.1 10:00 am – Black Track Paving

Request

At the October 8 Council meeting, Council was presented with a request from Black Track Paving for an additional \$84,778.54 for the overage on the paving project at the Public Works Shop. Council tabled the request for more information.

At the October 22 Public Works Meeting, Council made a motion to provide Black Track Paving with additional compensation in the amount of \$24,205.30 for the overage in scope.

Roman Fodchuk, Black Track Paving, will be in to discuss Council's decision.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: November 12, 2019

7.2 10:30 am – Linda Pawliuk

Request

The owners of Lot A, Block 2, Plan 527MC will be in to request an extension of their property line by moving it 80-100 feet north onto the reserve to accommodate the gravel pads, deck, power pole, historical cabin and fire pit.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant

Lot#519, SW QTR, SEC 17, TWP 59, RNG 9, MER 4, Lot A, Block 2, Plan 527MC

This is to request extension of said property above and move property line 80-100 ft to the north to designate reserve and accommodate all gravel pads, deck, power pole, historical cabin and fire pit area

We developed and landscaped to clean up area and haul in gravel according to the information we were given by county employee Andrew Petterson on July 4, 2016. I had hired a survey company to come out that week and find the pins but county sent out Andrew due to some other discrepancies going on in the area. so I cancelled. When he came out he told me he was there to find the pins, and he marked with stakes and when he was done he walked us around the property and told us that was where the property pins were

Most properties on the west side of us are almost all built on partial or full reserve land and property pins are going to be changed to accommodate the buildings and we think we should be given the same consideration as we have put a lot of work, time and money into a property they say is not ours. Most of the property lines to the east of us were extended out by 100 ft to accommodate the buildings

We have spent in total about \$5700.00 in landscaping to make the property presentable and other costs including fence and gate to keep it private

We put up a gate in July 2016 (\$1200.00) and it was ripped down and then another \$3500 to redo it so it would not be ripped down again—this has always been private property but the previous owners never maintained it or closed it off so people basically did what they wanted for so many years

We were informed that other property owners will be splitting the cost to have the pins moved on the reserve land to the west of us.

Previous owners before us were paying taxes on the 2 cabins and have been paying power since about 1974

We paid taxes on both cabins in 2016 until it was re-assessed and found out one was on county roadway and the other not habitable and supposedly on our property as per the assessment

Property was purchased in October 2015 and we got the title on November 17, ~~2016~~ 2015

We are willing to pickup all costs that may incur at the time for this process





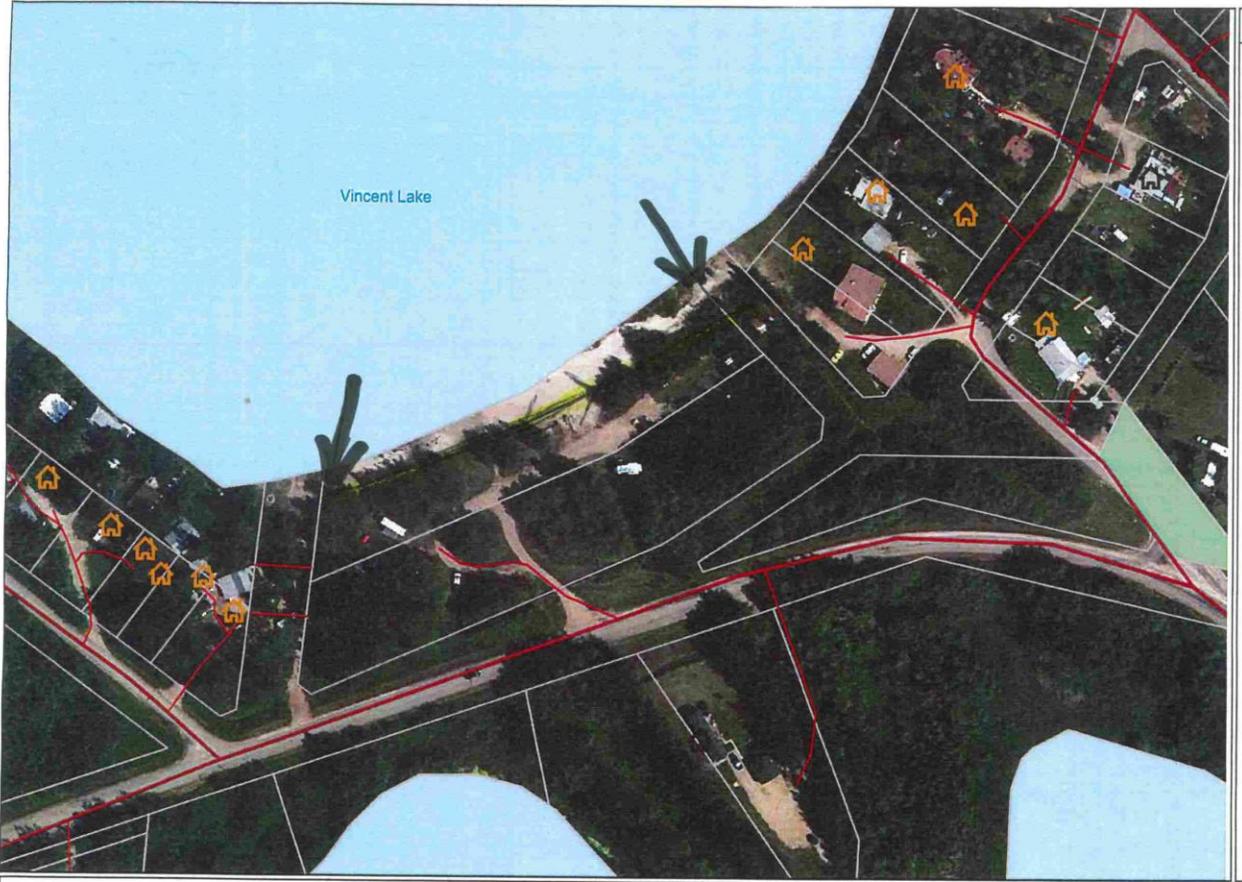












  Scale 1: 2,031  

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County of St Paul

County of St Paul



Request for Decision

Council Meeting: November 12, 2019

8.1 Christmas Hours

Request

Further to HR-30 General and Declared Holidays Policy, Section 3.2, the County will provide employees with a minimum of four consecutive days off over the Christmas break period including Christmas Day, Boxing Day and up to a maximum of two Floater Days if required. The exact dates of this period will be determined annually by Council resolution.

Alternatives

Recommendation

Administration is recommending to designate December 27th as the floater day for 2019, as per policy HR-30.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: November 12, 2019

8.2 RUSA Annual Conference

Request

The 2019 RUSA Conference will be held December 2-5 in Red Deer. Registration for the conference is \$275. Does not include pre-conference training.

The conference agenda can be viewed at
<http://www.rusa.ca/images/2019Conf/DraftRegPkg.pdf>.

The RUSA Conference is included for Councillors under the Conference and Education Attendance policy.

Alternatives

Recommendation

Administration is recommending approving Danny Weinmeier and Derrick Gervais to attend the 2019 RUSA Conference in Red Deer from December 2-5.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: October 8, 2019

8.3 Bylaw 2019-21 - MD Bonnyville – County of St. Paul ICF

Request

Bylaw No. 2019-21, the Municipal District of Bonnyville No. 87 – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw, is being presented to Council in accordance with Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, which mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-21, Municipal District of Bonnyville No. 87 - County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-21.

Motion to present Bylaw 2019-21 for third reading.

Motion to give third reading to Bylaw 2019-21.

Submitted by: Kyle Attanasio, Director of Corporate Services

BYLAW 2019-21

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL COLLABORATION FRAMEWORK WITH THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

Whereas, Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded; and

Whereas, the County of St. Paul No. 19 and the Municipal District of Bonnyville No. 87 share a common border; and

Whereas, the County of St. Paul No. 19 and the Municipal District of Bonnyville No. 87 share common interests and are desirous of working together to provide services to their residents; and

Whereas the Council of the County of St. Paul No. 19 desires to adopt the Municipal District of Bonnyville No. 87 – County of St. Paul No. 19 Intermunicipal Collaboration Framework, being the document attached hereto as Appendix A and forming part of this Bylaw.

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

1. The Municipal District of Bonnyville No. 87 - County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-21 comes into effect upon the final date of passing thereof.

Read a first time in Council this 12th day of November A.D. 2019.

Read a second time in Council this 12th day of November A.D. 2019.

Read a third time in Council and duly passed this 12th day of November A.D. 2019.

Reeve

Chief Administrative Officer

APPENDIX A

Intermunicipal Collaboration Framework

Between

Municipal District of Bonnyville No. 87

And

County of St. Paul No. 19

Approved: November 12th, 2019

WHEREAS, Municipal District of Bonnyville No. 87 and the County of St. Paul No. 19 share a common border; and

WHEREAS, Municipal District of Bonnyville No. 87 and the County of St. Paul No. 19 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a) “lead municipality” means the municipality responsible for administering the agreement.
 - b) “municipalities” mean the Municipal District of Bonnyville No. 87 and the County of St. Paul No. 19.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Council’s shall review the Intermunicipal Collaboration Framework at least once every five years, commencing no later than 2024 to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The Councils of each municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

- 1) Both municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the municipalities will be afforded the same services at the same costs, including user fees, as the County of St. Paul No. 19 residents for services provided by Municipal District of Bonnyville No. 87 and Municipal District of Bonnyville No. 87

residents for services provided by the County of St. Paul No. 19.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Recreation
 - d. Affordable Housing
 - e. Municipal Administration
 - f. Agricultural Services
 - g. Animal Control
 - h. Assessment Services
 - i. Bylaw Enforcement
 - j. Information Technology
 - k. Pest Control
 - l. Police Services
 - m. Purchasing/Procurement Services
 - n. Weed Control

- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:
 - The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the Municipal District of Bonnyville No. 83 and Municipality of St. Paul No. 19 dated January 21, 2013. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.

 - b. Recreation/Tourism
 - The Municipalities, along with several other regional partners entered into an agreement on December 4, 2001, to create Muni-Corr, a non-profit corporation. Muni-Corr was set up to acquire the former CNR train right of way to create Alberta's Iron Horse Trail. As a non-profit corporation there is no lead municipality. The cost sharing for the upkeep and maintenance of the trail and associated infrastructure is outlined in the agreement.

 - c. Intermunicipal Development Plan
 - The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an

Intermunicipal Development Plan there is no lead municipality and no cost sharing.

- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipalities Chief Administrative Officer will notify the other Municipalities Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at each municipality's Council meeting.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, a Council meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Council's will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A municipality shall give written notice (“Dispute Notice”) to the other municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Councils shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either municipality shall be entitled to provide the other municipality with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.

- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;either municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other municipality with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating municipality or provide the name of one arbitrator nominated by that other municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either municipality may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving municipality’s response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.

- 20) The arbitrator's decision is final and binding upon the Municipalities subject only a municipality's right to seek judicial review by the Court of Queen's Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 35.68% and the Municipal District of Bonnyville would be 64.32%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

H. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of Municipal District of Bonnyville to:

**Municipal District of Bonnyville
c/o Chief Administrative Officer
P.O. Box 1010
Bonnyville, AB T9N 2J7**

b. In the case of the County of St. Paul No. 19 to:

**County of St. Paul No. 19
c/o Chief Administrative Officer
5015 – 49 Avenue
St. Paul, AB T0A 3A4**

2) In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

MUNICIPAL DISTRICT OF
BONNYVILLE NO. 87

COUNTY OF ST. PAUL NO. 19

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

Bylaw Number: _____

Bylaw Number: 2019-21



Request for Decision

Council Meeting: October 8, 2019

8.4 Bylaw 2019-22 - Lac La Biche County – County of St. Paul ICF

Request

Bylaw No. 2019-22, the Lac La Biche County – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw, is being presented to Council in accordance with Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, which mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-22, Lac La Biche County – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-22.

Motion to present Bylaw 2019-22 for third reading.

Motion to give third reading to Bylaw 2019-22.

Submitted by: Kyle Attanasio, Director of Corporate Services

BYLAW 2019-22

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL COLLABORATION FRAMEWORK WITH LAC LA BICHE COUNTY

Whereas, Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded; and

Whereas, the County of St. Paul No. 19 and Lac La Biche County share a common border; and

Whereas, the County of St. Paul No. 19 and Lac La Biche County share common interests and are desirous of working together to provide services to their residents; and

Whereas, the Council of the County of St. Paul No. 19 desires to adopt the Lac La Biche County – County of St. Paul No. 19 Intermunicipal Collaboration Framework, being the document attached hereto as Appendix A and forming part of this Bylaw.

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

1. The Lac La Biche County and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-22 comes into effect upon the final date of passing thereof.

Read a first time in Council this 12th day of November A.D. 2019.

Read a second time in Council this 12th day of November A.D. 2019.

Read a third time in Council and duly passed this 12th day of November A.D. 2019.

Reeve

Chief Administrative Officer

APPENDIX A

Intermunicipal Collaboration Framework

Between

Lac La Biche County

And

County of St. Paul No. 19

Approved: November 12th, 2019

WHEREAS, Lac La Biche County and the County of St. Paul No. 19 share a common border; and

WHEREAS, Lac La Biche County and the County of St. Paul No. 19 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a) “lead municipality” means the municipality responsible for administering the agreement.
 - b) “municipalities” means Lac La Biche County and St. Paul County No. 19

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Councils shall review the Intermunicipal Collaboration Framework shall at least once every five years, commencing no later than 2024.

C. INTERMUNICIPAL COOPERATION

- 1) The Council of each County shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the County of St. Paul No. 19 residents for services provided by Lac La Biche County and Lac La Biche County residents for services provided by the County of St. Paul No. 19.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Recreation
 - d. Transportation
 - e. Solid Waste
 - f. Affordable Housing
 - g. Municipal Administration
 - h. Agricultural Services
 - i. Animal Control
 - j. Assessment Services
 - k. Bylaw Enforcement
 - l. Information Technology
 - m. Pest Control
 - n. Police Services
 - o. Purchasing/Procurement Services
 - p. Weed Control

- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:
 - The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the Lac La Biche County and County of St. Paul No. 19 dated February 25, 2015. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.

 - b. Intermunicipal Development Plan
 - The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an Intermunicipal Development Plan there is no lead municipality and no cost sharing.

- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.

- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other Municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Council meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, a Council meeting must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Council's will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A Municipality shall give written notice (“Dispute Notice”) to the other Municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Council’s shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either Municipality shall be entitled to provide the other Municipality with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.

- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;either Municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other Municipality with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other Municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating Municipality or provide the name of one arbitrator nominated by that other Municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either Municipality may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving Municipality’s response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator’s decision is final and binding upon the Municipalities subject only a Municipality’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.

- 22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 40.43% and Lac La Biche County would be 59.57%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of Lac La Biche County to:

**Lac La Biche County
c/o Chief Administrative Officer
P.O. Box 1679
Lac La Biche, AB T0A 2C0**

b. In the case of the County of St. Paul No. 19 to:

**County of St. Paul No. 19
c/o Chief Administrative Officer
5015 – 49 Avenue
St. Paul, AB T0A 3A4**

2) In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

LAC LA BICHE COUNTY

COUNTY OF ST. PAUL NO. 19

Mayor

Reeve

Chief Administrative Officer

Chief Administrative Officer

Bylaw Number: _____

Bylaw Number: 2019-22



Request for Decision

Council Meeting: October 8, 2019

8.5 Bylaw 2019-23 - Smoky Lake County – County of St. Paul ICF

Request

Bylaw No. 2019-23, the Smoky Lake County – County of St. Paul No. 19 Intermunicipal Collaboration Framework Bylaw, is being presented to Council in accordance with Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, which mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-23, the Smoky Lake County – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-23.

Motion to present Bylaw 2019-23 for third reading.

Motion to give third reading to Bylaw 2019-23.

Submitted by: Kyle Attanasio, Director of Corporate Services

BYLAW 2019-23

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL COLLABORATION FRAMEWORK WITH SMOKY LAKE COUNTY

Whereas, Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded; and

Whereas, the County of St. Paul No. 19 and Smoky Lake County share a common border; and

Whereas, the County of St. Paul No. 19 and Smoky Lake County share common interests and are desirous of working together to provide services to their residents; and

Whereas, the Council of the County of St. Paul No. 19 desires to adopt the Smoky Lake County – County of St. Paul No. 19 Intermunicipal Collaboration Framework, being the document attached hereto as Appendix A and forming part of this Bylaw.

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

1. The Smoky Lake County and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-23 comes into effect upon the final date of passing thereof.

Read a first time in Council this 12th day of November A.D. 2019.

Read a second time in Council this 12th day of November A.D. 2019.

Read a third time in Council and duly passed this 12th day of November A.D. 2019.

Reeve

Chief Administrative Officer

APPENDIX A

Intermunicipal Collaboration Framework

Between

Smoky Lake County

And

County of St. Paul No. 19

Approved: November 12th, 2019

WHEREAS, Smoky Lake County and the County of St. Paul No. 19 share a common border;
and

WHEREAS, Smoky Lake County and the County of St. Paul No. 19 share common interests
and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common
boundary must create an Intermunicipal Collaboration Framework with each other that identifies
the services provided by each municipality, which services are best provided on an
intermunicipal basis, and how services to be provided on an intermunicipal basis will be
delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a) “lead municipality” means the municipality responsible for administering the agreement.
 - b) “municipalities” means the Smoky Lake County and the County of St. Paul No. 19.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Councils shall review at least once every five years, commencing no later than 2024 to review the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The Councils of each Municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the County of St. Paul No. 19 residents for services provided by Smoky Lake County and Smoky Lake County residents for services provided by the County of St. Paul No. 19.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Transportation
 - d. Recreation
 - e. Affordable Housing
 - f. Municipal Administration
 - g. Agricultural Services
 - h. Animal Control
 - i. Assessment Services
 - j. Bylaw Enforcement
 - k. Information Technology
 - l. Pest Control
 - m. Police Services
 - n. Purchasing/Procurement Services
 - o. Weed Control

- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Solid Waste:
 - The Municipalities, jointly with several urban municipalities formed the Evergreen Waste Management Services Commission on February 16, 2000. The Commission operates a regional solid waste landfill and transfer stations throughout the region. As a Commission there is no lead municipality and the Commission sets the fees for services and the annual requisition to the member municipalities.
 - The Municipalities have entered into an agreement to establish and maintain a mini-transfer station to serve the Hamlet of Spedden. The County of St. Paul No. 19 is responsible for the costs associated with collecting and disposing of the waste and Smoky Lake County is responsible for the maintenance of the transfer station. The lead municipality is Smoky Lake County.

 - b. Water
 - Smoky Lake County, Thorhild County, the Town of Smoky Lake and the Villages of Vilna and Waskatenau joined together to form the Highway 28/63 Regional Water Services Commission to provide water to the Thorhild and Smoky Lake Counties and the communities within these Counties.
 - The County of St. Paul entered into a Construction Access Agreement with Smoky Lake County on April 28th, 2016 to provide access to the Metering

Station and Pumphouse on the Highway 28/63 Commission water line. Smoky Lake County is the lead municipality. The County of St. Paul No. 19 is responsible for all costs associated with the infrastructure required to service their line.

- The County of St. Paul No. 19 has an agreement with the Highway 28/63 Regional Water Services Commission to provide water through the Smoky Lake Metering Station and Pumphouse to the Municipality for transmission and distribution to residents within a designated area of the Municipality. As the contract is with a Commission there is no lead municipality and the County of St. Paul No, 19 pays for the water in accordance with the fees set by the Commission.

c. Emergency Services:

- The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the Smoky Lake County and County of St. Paul No. 19 dated October 2017. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.

d. Recreation/Tourism

- The Municipalities, along with several other regional partners entered into an agreement on December 4, 2001, to create Muni-Corr, a non-profit corporation. Muni-Corr was set up to acquire the former CNR train right of way to create Alberta's Iron Horse Trail. As a non-profit corporation there is no lead municipality. The cost sharing for the upkeep and maintenance of the trail and associated infrastructure is outlined in the agreement.

e. Intermunicipal Development Plan

- The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an Intermunicipal Development Plan there is no lead municipality and no cost sharing.

- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Council meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, Council meetings must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Councils will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.
- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:

- a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
 - 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
 - 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
 - 7) A municipality shall give written notice (“Dispute Notice”) to the other municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Council’s shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
 - 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
 - 9) Either municipality shall be entitled to provide the other municipality with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
 - 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
 - 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator, negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.
 - 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or

- b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;
- either municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other municipality with written notice (“Arbitration Notice”) specifying:
- a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating municipality or provide the name of one arbitrator nominated by that other municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either municipality may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving municipality’s response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator’s decision is final and binding upon the Municipalities subject only a municipality’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.
- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator’s discretion, hearings held for the presentation of evidence and for argument are open to the public.

- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 72.44% and the Smoky Lake County would be 27.56%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

H. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of Smoky Lake County to:

**Smoky Lake County
c/o Chief Administrative Officer
P.O. Box 310
Smoky Lake, AB T0A 3C0**

b. In the case of the County of St. Paul No. 19 to:

**County of St. Paul No. 19
c/o Chief Administrative Officer
5015 – 49 Avenue
St. Paul, AB T0A 3A4**

2) In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

SMOKY LAKE COUNTY

COUNTY OF ST. PAUL NO. 19

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

Bylaw Number: _____

Bylaw Number: 2019-23



Request for Decision

Council Meeting: October 8, 2019

8.6 Bylaw 2019-24 - County of Two Hills – County of St. Paul ICF

Request

Bylaw No. 2019-24, the County of Two Hills – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw, is being presented to Council in accordance with Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, which mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-24, the County of Two Hills – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-24.

Motion to present Bylaw 2019-24 for third reading.

Motion to give third reading to Bylaw 2019-24.

Submitted by: Kyle Attanasio, Director of Corporate Services

BYLAW 2019-24

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ADOPT AN INTERMUNICIPAL COLLABORATION FRAMEWORK WITH THE COUNTY OF TWO HILLS NO. 21

Whereas, Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded; and

Whereas, the County of St. Paul No. 19 and the County of Two Hills No. 21 share a common border; and

Whereas, the County of St. Paul No. 19 and the County of Two Hills No. 21 share common interests and are desirous of working together to provide services to their residents; and

Whereas, the Council of the County of St. Paul No. 19 desires to adopt the County of Two Hills No. 21 – County of St. Paul No. 19 Intermunicipal Collaboration Framework, being the document attached hereto as Appendix A and forming part of this Bylaw.

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

1. The County of Two Hills No. 21 and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-24 comes into effect upon the final date of passing thereof.

Read a first time in Council this 12th day of November A.D. 2019.

Read a second time in Council this 12th day of November A.D. 2019.

Read a third time in Council and duly passed this 12th day of November A.D. 2019.

Reeve

Chief Administrative Officer

APPENDIX A

Intermunicipal Collaboration Framework

Between

County of Two Hills No. 21

And

County of St. Paul No. 19

Approved: November 12th, 2019

WHEREAS, County of Two Hills No. 21 and the County of St. Paul No. 19 share a common border; and

WHEREAS, County of Two Hills No. 21 and the County of St. Paul No. 19 share common interests and are desirous of working together to provide services to their residents; and

WHEREAS, the Municipal Government Act stipulates that municipalities that have a common boundary must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each municipality, which services are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.

NOW THEREFORE, by mutual covenant of the Municipalities it is agreed as follows:

A. DEFINITIONS

- 1) In this Agreement
 - a) “lead municipality” means the municipality responsible for administering the agreement.
 - b) “municipalities” means the County of Two Hills No. 21 and the County of St. Paul No. 19.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws that contain the Framework by both Municipalities.
- 2) This Framework may be amended by mutual consent of both Municipalities unless specified otherwise in this Framework.
- 3) It is agreed by the Municipalities that the Councils shall review at least once every five years, commencing no later than 2024, the terms and conditions of the agreement.

C. INTERMUNICIPAL COOPERATION

- 1) The Council of each Municipality shall be the forum for reviewing the Intermunicipal Collaboration Framework.

D. GENERAL TERMS

- 1) Both Municipalities agree that in consideration of the service agreements outlined in Section E(2) that residents of the Municipalities will be afforded the same services at the same costs, including user fees, as the County of St. Paul No. 19 residents for services provided by County of Two Hills No. 21 and County of Two Hills No. 21 residents for services provided by the County of St. Paul No. 19.

E. MUNICIPAL SERVICES

- 1) Both Municipalities have reviewed the services offered to residents. Based on the review it has been determined that each Municipality will continue to provide the following services to their residents independently:
 - a. Water and Wastewater
 - b. Emergency Services
 - c. Recreation
 - d. Transportation
 - e. Affordable Housing
 - f. Municipal Administration
 - g. Agricultural Services
 - h. Animal Control
 - i. Assessment Services
 - j. Bylaw Enforcement
 - k. Information Technology
 - l. Pest Control
 - m. Police Services
 - n. Purchasing/Procurement Services
 - o. Weed Control

- 2) The Municipalities have a history of working together to provide municipal services to the residents on an intermunicipal basis, with the following services being provided directly or indirectly to their residents:
 - a. Emergency Services:
 - The Municipalities, with additional partners, have agreements in place to aid in the event of emergencies. There is a Mutual Aid Fire Agreement between the County of Two Hills No. 21 and County of St. Paul No. 19 dated 6 December 1999. As a mutual aid agreement there is no lead municipality. Cost sharing is in accordance with the Mutual Aid Fire Agreement, with the municipality requesting mutual aid being responsible for the applicable costs associated with responding to the emergency.

 - b. Wastewater
 - The Municipalities have worked together to provide a wastewater transfer station to serve Lac Sante and are preparing an agreement to cover the costs of providing the service.

 - c. Intermunicipal Development Plan
 - The Municipalities entered into an Intermunicipal Development Plan in 2019, in accordance with the *Municipal Government Act*. As an Intermunicipal Development Plan there is no lead municipality and no cost sharing.

- 3) The Municipalities acknowledge that in addition to the shared service agreements in place between the Municipalities, they each have independent agreements with other regional partners.
- 4) The Municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

F. FUTURE PROJECTS & AGREEMENTS

- 1) In the event that either Municipality initiates the development of a new project and/or service that may require a new cost-sharing agreement, the initiating Municipality's Chief Administrative Officer will notify the other Municipality's Chief Administrative Officer in writing.
- 2) The initial notification will include a general description of the project, estimated costs and timing of expenditures. The other Municipality will advise if they have objections in principle to provide funding to the project and provide reasons. An opportunity will be provided to discuss the project at the Council meetings.
- 3) The following criteria will be used when assessing the desirability of funding of new projects:
 - a. Relationship of the proposed capital project to Intermunicipal Development Plan, or any other regional long-term planning document prepared by the Municipalities;
 - b. The level of community support;
 - c. The nature of the project;
 - d. The demonstrated effort by volunteers to raise funds and obtain grants (if applicable);
 - e. The projected operating costs for new capital projects;
 - f. Municipal debt limit; and,
 - g. Projected utilization by residents of both Municipalities.
- 4) Once either Municipality has received written notice of new project, Council meetings must be held within thirty (30) calendar days of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
- 5) Council's will be the forum used to discuss and review future mutual aid agreements and/or cost sharing agreements. In the event the Councils are unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section G of this document.
- 6) Both Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of their electorate to support the project and any borrowing that could be required.

G. DISPUTE RESOLUTION

- 1) The Municipalities are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner.

- 2) The Municipalities shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.
- 3) In the event of a dispute, the Municipalities agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 - a. negotiation;
 - b. mediation; and
 - c. binding arbitration.
- 4) If any dispute arises between the Municipalities regarding the interpretation, implementation or application of this Framework or any contravention or alleged contravention of this Framework, the dispute will be resolved through the binding Dispute Resolution Process outlined herein.
- 5) If the Dispute Resolution Process is invoked, the Municipalities shall continue to perform their obligations described in this Framework until such time as the Dispute Resolution Process is complete.
- 6) Despite Section G(4), where an existing intermunicipal agreement has a binding dispute resolution process included the process in the existing intermunicipal agreement shall be used instead of the dispute resolution outlined in this Framework.
- 7) A Municipality shall give written notice (“Dispute Notice”) to the other Municipality of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within thirty (30) days following receipt of the Dispute Notice, the Council’s shall meet and attempt to resolve the dispute through discussion and negotiation, unless a time extension is mutually agreed by the CAOs. If the dispute is not resolved within sixty (60) days of the Dispute Notice being issued, the negotiation shall be deemed to have failed.
- 8) If the Municipalities cannot resolve the dispute through negotiation within the prescribed time period, then the dispute shall be referred to mediation.
- 9) Either Municipality shall be entitled to provide the other Municipality with a written notice (“Mediation Notice”) specifying:
 - a. The subject matters remaining in dispute, and the details of the matters in dispute that are to be mediated; and
 - b. The nomination of an individual to act as the mediator.
- 10) The Municipalities shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a mediator.
- 11) Where a mediator is appointed, the Municipalities shall submit in writing their dispute to the mediator and afford the mediator access to all records, documents and information the mediators may reasonably request. The Municipalities shall meet with the mediator at such reasonable times as may be required and shall, through the intervention of the mediator,

negotiate in good faith to resolve their dispute. All proceedings involving a mediator are agreed to be without prejudice and the fees and expenses of the mediator and the cost of the facilities required for mediation shall be shared equally between the Municipalities.

- 12) In the event that:
 - a. The Municipalities do not agree on the appointment of a mediator within thirty (30) days of the Mediation Notice; or
 - b. The mediation is not completed within sixty (60) days after the appointment of the mediator; or
 - c. The dispute has not been resolved within ninety (90) days from the date of receipt of the Mediation Notice;either Municipality may by notice to the other withdraw from the mediation process and in such event the dispute shall be deemed to have failed to be resolved by mediation.
- 13) If mediation fails to resolve the dispute, the dispute shall be submitted to binding arbitration. Either of the Municipalities may provide the other Municipality with written notice (“Arbitration Notice”) specifying:
 - a. the subject matters remaining in dispute and the details of the matters in dispute that are to be arbitrated; and
 - b. the nomination of an individual to act as the arbitrator.
- 14) Within thirty (30) days following receipt of the Arbitration Notice, the other Municipality shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and disagrees with, advise whether it agrees with the resolution of the disputed items by arbitration, and advise whether it agrees with the arbitrator selected by the initiating Municipality or provide the name of one arbitrator nominated by that other Municipality.
- 15) The Municipalities shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an arbitrator.
- 16) Should the Municipalities fail to agree on a single arbitrator within the prescribed time period, then either Municipality may apply to a Justice of the Court of Queen’s Bench of Alberta to have the arbitrator appointed.
- 17) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice and the receiving Municipality’s response thereto.
- 18) The *Arbitration Act* (Alberta), as amended from time to time, shall apply to arbitration proceedings commenced pursuant to this Framework.
- 19) The arbitrator shall proceed to hear the dispute within sixty (60) days of being appointed and proceed to render a written decision concerning the dispute forthwith.
- 20) The arbitrator’s decision is final and binding upon the Municipalities subject only a Municipality’s right to seek judicial review by the Court of Queen’s Bench on a question of jurisdiction.

- 21) If the Municipalities do not mutually agree on the procedure to be followed, the arbitrator may proceed to conduct the arbitration on the basis of documents or may hold hearings for the presentation of evidence and for oral argument.
- 22) Subject to the arbitrator's discretion, hearings held for the presentation of evidence and for argument are open to the public.
- 23) If the arbitrator establishes that hearings are open to the public in Section 21, the arbitrator, as their sole discretion, may solicit written submissions. If the arbitrator requests written submissions, they must be considered in the decision.
- 24) The fees and expenses of the arbitrator and the cost of the facilities required for arbitration shall be shared on a proportional basis by the municipalities that are parties to the framework as set out in subsection G(25).
- 25) Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 63.98% and the County of Two Hills would be 36.02%, based on 2018 Alberta Municipal Affairs Population List. These percentage amounts will remain for the Term of the Agreement.
- 26) On conclusion of the arbitration and issuance of an order, the arbitrator must proceed to compile a record of the arbitration and give a copy of the record to each of the Municipalities.

H. CORRESPONDENCE

1) Written notice under this Agreement shall be addressed as follows:

a. In the case of County of Two Hills No. 21 to:

**County of Two Hills No. 21
c/o Chief Administrative Officer
P.O. Box 490
Two Hills, AB T0B 4K0**

b. In the case of the County of St. Paul No. 19 to:

**County of St. Paul No. 19
c/o Chief Administrative Officer
5015 – 49 Avenue
St. Paul, AB T0A 3A4**

2) In addition to Section H(1), notices may be sent by electronic mail to the Chief Administrative Officer.

IN WITNESS WHEREOF the Municipalities have affixed their corporate seals as attested by the duly authorized signing officers of the Municipalities as of the first day above written.

COUNTY OF TWO HILLS NO. 21

COUNTY OF ST. PAUL NO. 19

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

Bylaw Number: _____

Bylaw Number: 2019-24



Request for Decision

Council Meeting: November 12, 2019

8.7 Board Members for Intermunicipal Collaboration Framework Committees

Request

Following approval of the Intermunicipal Collaboration Framework with each Municipality we will require a motion to appoint a Council member and the CAO to the ICF Committee with each municipality. The committee will meet as required. Councils will review the ICF at least once every five years, commencing no later than 2024 to review the terms and conditions of the agreement.

Alternatives

Recommendation

Motion to appoint Councillor Cliff Martin and CAO Sheila Kitz to the ICF Committee with the MD of Bonnyville.

Motion to appoint Councillor Laurent Amyotte and CAO Sheila Kitz to the ICF Committee with Lac La Biche County.

Motion to appoint Councillor Dale Hedrick and CAO Sheila Kitz to the ICF Committee with Smoky Lake County.

Motion to appoint Councillor Maxine Fodness and CAO Sheila Kitz to the ICF Committee with the County of Two Hills.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: November 12, 2019

8.8 Bylaw 2019-26 Request for Municipal Development Plan Amendments Regarding Lot 1, Block 1, Plan 1922940 (Contained within NE 34-58-10-W4M)

Request

At the October 8, 2019 regular council meeting, the owner of Lot 1, Block 1, Plan 1922940 requested the creation of a country residential lot 50.08 acres in size. This request does not comply with the Municipal Development Plan (MDP) bylaw 2013-51.

At the July 9, 2019 council meeting, County Council approved bylaw 2019-12 which was a bylaw to amend the MDP to allow for a 32 acre parcel to be used for country residential use within the Agriculture District. Since the passing of bylaw 2019-12, the owner of the lands has applied for accretion with the lands formally covered by the waters of Owlseye Lake being added to title. As a result, 47.12 acres has been added to the title for a total of 113.42 acres.

The Municipal Development Plan Bylaw 2013-51 does not allow for the creation of a 50.08 acre parcel for residential use within the Agriculture District. In an effort to preserve agricultural lands, the Municipal Development Plan and Land Use Bylaw limit residential parcels within the Agriculture District to 20 acres generally.

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

Alternatives

Council gives first reading to Bylaw 2019-26 to amend the Municipal Development Plan Bylaw 2013-51 to allow for the creation of a 50.08 acre parcel within the Agriculture District.

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



Council denies first reading to Bylaw 2019-26 for the request to amend the Municipal Development Plan by upholding Bylaw 2013-51.

Recommendation

Administration is recommending to deny first reading to Bylaw 2019-26 for the request to amend the Municipal Development Plan by upholding Bylaw 2013-51.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-26

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

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

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

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

Whereas, Council of the County of St. Paul No. 19 wishes to amend the Municipal Development Plan Bylaw 2013-51.

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

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

1. The County allows for the creation of up to 4 residential parcels per quarter section within the Agriculture district. The total amount of land taken by residential subdivisions on a quarter section shall not exceed 20 acres within the Agriculture district.
 - a. Notwithstanding the above, 1 parcel, not exceeding 50.08 acres in size, may be subdivided from Lot 1, Block 1, Plan 1922940 (contained within NE-34-58-10-W4M) for residential purposes.
2. That Bylaw No. 2019-12 is hereby repealed.

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

Advertised in the St. Paul Journal the weeks of _____, 2019 and _____, 2019.

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

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

Reeve

Interim Chief Administrative Officer



Request for Decision

Council Meeting: November 12, 2019

8.9 Bylaw 2019-27 Request for Land Use Bylaw Amendments Regarding Lot 1, Block 1, Plan 1922940 (Contained within NE 34-58-10-W4M)

Request

At the October 8, 2019 regular council meeting, the owner of Lot 1, Block 1, Plan 1922940 requested the creation of a country residential lot 50.08 acres in size. This request does not comply with the Land Use Bylaw (LUB) 2013-50.

At the July 9, 2019 council meeting, County Council approved bylaw 2019-13 which was a bylaw to amend the LUB to allow for a 32 acre parcel to be used for country residential use within the Agriculture District. Since the passing of bylaw 2019-13, the owner of the lands has applied for accretion with the lands formally covered by the waters of Owlseye Lake being added to title. As a result, 47.12 acres has been added to the title for a total of 113.42 acres.

The Land Use Bylaw 2013-50 does not allow for the creation of a 50.08 acre parcel for residential use within the Agriculture District. In an effort to preserve agricultural lands, the Municipal Development Plan and Land Use Bylaw limit residential parcels within the Agriculture District to 20 acres generally.

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

Alternatives

Council gives first reading to Bylaw 2019-27 to amend the Land Use Bylaw 2013-50 to allow for the creation of a 50.08 acre parcel within the Agriculture District.

Council denies first reading of Bylaw 2019-27 for the request to amend the Land Use Bylaw by upholding Bylaw 2013-50.



Recommendation

Administration is recommending to deny first reading to Bylaw 2019-27 for the request to amend the Land Use Bylaw by upholding Bylaw 2013-50.

Submitted by: Krystle Fedoretz, Director of Planning and Development

BYLAW 2019-27

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

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

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

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

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

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

7.32 SINGLE LOT SUBDIVISIONS FOR COUNTRY RESIDENTIAL DEVELOPMENT

- (1) In the Agriculture (A) District, up to four (4) parcels for country residential use may be subdivided out of each quarter section provided the quarter section is a minimum of 60 ha (148 ac) in size and provided, further, that the total area of such parcels does not exceed 8 ha (20 ac). If the quarter section is less than 60 ha (148 ac) in size but more than 45 ha (111 ac) in size, the total area of such parcels may not exceed 6 ha (15 ac). If the quarter section is less than 45 ha (111 ac) in size but more than 30 ha (74 ac) in size, the total area of such parcels may not exceed 4 ha (10 ac). If the quarter section is less than 30 ha (74 ac) in size, the total area of such parcel may not exceed 2 ha (5 ac). Such country residential parcels may include any combination of farmsteads and vacant parcels, and may include one (1) fragmented parcel.
 - a. Notwithstanding 7.32(1), one country residential parcel with an area not exceeding 20.27 ha (50.08 ac) may be created on Lot 1, Block 1, Plan 1922940 (contained within NE 34-58-10-W4M).
- (5) Notwithstanding subsection (3) and (4) above a country residential use parcel shall not be less than 0.4 ha (1 ac) in size and not more than 4 .04 ha (10 acres) in size for vacant agricultural parcels and 8.09 ha (20 ac) in size for existing yard sites. However, the total area of all single lot country residential use parcels on a quarter section, including the area of any fragmented parcel which is used for country residential purposes, shall not exceed the number of hectares indicated in section 1 above. The use of more land within one quarter section for country residential use shall be considered multi-lot country residential development, even if it is for only one lot, and will require amendment to the Land Use Bylaw before such development

can be approved by the County.

- i. Notwithstanding 7.32(5), one country residential parcel with an area not exceeding 20.27 ha (50.08 ac) may be created on Lot 1, Block 1, Plan 1922940 (contained within NE 34-58-10-W4M) and not be considered multi-lot country residential development.

8.2 AGRICULTURE (A) DISTRICT (4)

- c. Maximum Lot Size For Country Residential Use – Shall be 4.04 ha (10 acres) on vacant agricultural land, and 8.09 ha (20 acres) on existing yard sites, notwithstanding farmstead separations as defined by this bylaw.
 - i. Notwithstanding 8.2(4)(c), one country residential parcel with an area not exceeding 20.27 ha (50.08 ac) may be created on Lot 1, Block 1, Plan 1922940 (contained within NE 34-58-10-W4M).

That Bylaw No. 2019-13 is hereby repealed.

Read a first time in Council this 12th day of November, A.D. 2019.

Advertised in the St. Paul Journal the weeks of ____ and _____, 2019.

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

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

Reeve

Interim Chief Administrative Officer



Request for Decision

Council Meeting: November 12, 2019

8.10 STIP Funding – Local Road Bridge Stream

Request

The Strategic Transportation Infrastructure Program (STIP) provides financial assistance to rural and smaller urban municipalities for developing and maintaining key transportation infrastructure. In 2018 the County applied for 5 bridges through the Local Road Bridge (LRB) Program but did not receive funding for any of these projects. The deadline to apply for STIP funding for 2020 is November 30, 2019.

If Council wishes to reapply for STIP Funding for these projects, administration is recommending the following, based on the bridge inspections done by WSP in 2018:

- BF 02351 – SW 21-58-8-W4 RR84
- BF 08786 – SW 16-62-10-W4 RR 104
- BF 70105 – NW 6-61-11-W4 RR 120
- BF 70924 – SE 27-59-11-W4 Twp Rd 594
- BF 77649 – SE 28-61-10-W4 Twp Rd 614

Alternatives

Recommendation

Administration is recommending submitting a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF 02351 – SW 21-58-8-W4 RR 83.

Administration is recommending submitting a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF 08786 – SW 16-62-10-W4, RR 104.



Administration is recommending submitting a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF 70105 – NW 6-61-11-W4 RR 120.

Administration is recommending submitting a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF BF 70924 – SE 27-59-11-W4 Twp Rd 594.

Administration is recommending submitting a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF BF 77649 – SE 28-61-10-W4, Twp Rd 614.

Submitted by: Tim Mahdiuk, Interim CAO



Request for Decision

Council Meeting: November 12, 2019

8.11 STIP Funding – Township Road 582

Request

The Strategic Transportation Infrastructure Program (STIP) provides financial assistance to rural and smaller urban municipalities for developing and maintaining key transportation infrastructure. In 2018 the County and the Town of St. Paul applied jointly to complete regrading of 2.0 miles on Township Road 582 and a 900 meter portion of 57th Street that intersects along the Town and County border. The project was not approved.

The Town of St. Paul has expressed interest in jointly applying for a STIP grant for this project for 2020. The deadline to apply is November 30, 2019.

Public Works has provided cost scenarios for a STIP grant and self-performing the project.

Alternatives

TWP 582 Project		
2 Miles		
	STIP (Contractor)	Self Performed
Project Cost	5,181,905	585,834
Asphalt Paving		1,209,600
	5,181,905	1,795,434
Funding:		
Grant	2,540,649	
Debenture (15 yrs)	2,641,256	1,209,600
Capital Budget	0	585,834



Recommendation

Administration is recommending to submit a STIP grant application under the Local Municipal Initiatives Stream for regrading 2 miles on Township Road 582 from Highway 881 to 57th Street in the Town of St. Paul and 900 meters of 57th Street south from the intersection of Range Road 95 and Township Road 582.

Submitted by: Tim Mahdiuk, Interim CAO



Local Municipal Initiatives

November 30th, 2018

Dave Winch, Grants Technologist
PO Box 4596, 4312 – 62nd Avenue
Barrhead, AB
T7N 1A5

Re: TWP Rd. 582 & RGE Rd. 95 Grading & Base-Paving STIP Funding Request

To Whom It May Concern,

On behalf of the County of St. Paul No. 19 and the Town of St. Paul, funding is requested under the Local Municipal Initiatives Program (LMI).

We hereby certify that the information contained in the enclosed application is correct and complete at the date of submission. We also certify that no amounts for Goods and Services Tax are included in the cost estimates for the project.

We understand that this project must comply with all applicable legislation and with all of the guidelines for the Program. We understand that any change to the scope or the intended expenditures indicated in the enclosed application will require an amendment approved by the department.

Please feel free to contact me/us if you have any questions or concerns.

Sincerely,

Maureen Miller, Mayor
Town of St. Paul

Steve Upham, Reeve
County of St. Paul No. 19



Local Municipal Initiatives
TWP Rd. 582 & RGE Rd. 95 Grading & Base-Paving

BASIC INFORMATION			
Application Date (the date the application is made)	November 30 th , 2018		
Name of Project: (the name used to describe the project)	TWP Rd. 582 & RGE Rd. 95 Grading & Base-Paving		
Project Location: (the legal description indicating the location of the project)	S-16 & S-17-58-9-W4, and W-NW-8-58-9-W4		
Map	See Appendix A		
Applicant	Town of St. Paul jointly with the County of St. Paul No. 19		
Address (the mailing address of the applicant)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Town of St. Paul 5101-50th Street St. Paul, AB T0A 3A0</td> <td style="width: 50%;">County of St. Paul No. 19 5015-49th Avenue St. Paul, AB T0A 3A1</td> </tr> </table>	Town of St. Paul 5101-50 th Street St. Paul, AB T0A 3A0	County of St. Paul No. 19 5015-49 th Avenue St. Paul, AB T0A 3A1
Town of St. Paul 5101-50 th Street St. Paul, AB T0A 3A0	County of St. Paul No. 19 5015-49 th Avenue St. Paul, AB T0A 3A1		
Contact Information (the name, position, telephone, email and fax numbers of the person taking the lead on the project)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Kim Heyman CAO PH: 780-645-1764 Fax: 780-645-5076 kheyman@town.stpaul.ab.ca</td> <td style="width: 50%;">Sheila Kitz CAO PH: 780-645-3301 Fax : 780-645-3104 skitz@county.stpaul.ab.ca</td> </tr> </table>	Kim Heyman CAO PH: 780-645-1764 Fax: 780-645-5076 kheyman@town.stpaul.ab.ca	Sheila Kitz CAO PH: 780-645-3301 Fax : 780-645-3104 skitz@county.stpaul.ab.ca
Kim Heyman CAO PH: 780-645-1764 Fax: 780-645-5076 kheyman@town.stpaul.ab.ca	Sheila Kitz CAO PH: 780-645-3301 Fax : 780-645-3104 skitz@county.stpaul.ab.ca		
Engineer (the name of the individual and/or firm providing professional engineering services as well as included reports)	WSP Canada Inc. Doug Lunde, C.E.T., PL.(ENG) 11446 Winterburn Road Edmonton, AB T5S 2C4 PH: 587-756-4066 doug.lunde@wsp.com		
Total Project Cost: (the total estimated cost of the project, excluding GST)	\$7,219,703.00		
LMI Funding Requested (the amount of LMI funding which the applicant is requesting)	\$3,559,548.00		
Sources of Balance Funding (how the applicant expects to raise its share of the funding)	The Town and the County will fund the project through their 2019 capital budget.		
Estimated Completion Date (the date by which the project is expected to be completed)	October 15, 2019		



PROJECT BENEFITS

Project Rationale:

(a description of the significance of the project, how it will address the needs of users. Detailed impacts should the project not be completed)

Under this application, the Town of St. Paul and the County of St. Paul No. 19 and are jointly applying for funding under the Local Municipal Initiatives to:

1. Upgrade Range Road 95 (which transitions into 57th Street in the Town of St. Paul) from an 8m gravel road to a 10.4 metre paved road for approximately 800 metres from south of Alberta's Iron Horse Trail, north to Township Road 582
2. Upgrade and widen Township Road 582 from an 8 metre oiled/gravel road to a 10.4 metre paved road for approximately 3.2 km between Range Road 95 and Highway 881
3. Upgrade the intersection of Township Road 582 and Highway 881 from a Type I intersection to a Type IIIc intersection in accordance with Alberta Transportation's Highway Geometric Design Guide.

Growth pressures in the region have resulted in noticeable increases in traffic along Township Road 582 and Range Road 95/57th Street. The County and Town of St. Paul have experienced regular requests for serviced industrial property for many years. An Area Structure Plan was completed by WSP in 2017 to provide planning framework for industrial, residential and commercial development of lands adjacent to Township Road 582 and Range Road 95/57th Street. The County and Town of St. Paul are currently collaborating on several projects in the area that is outlined by the Area Structure Plan including a Storm Water Management plan and an Intermunicipal Development Plan. (Appendix D)

The existing roads are inadequate for the increasing traffic. The annual road ban placed by the Ministry of Transportation on Hwy 881 for spring seasonal weights, forces truck traffic north on Range Road 95/57th Street and east on Twp 582. This occurs during the busy season for trucks travelling to and from the seed and fertilizer plants as well as the County, as this time of year they are hauling more gravel and need to access Hwy 881 north of the banned area.

Range Road 95/57th Street was not built with adequate base and compaction. Nor was storm water management considered when the road was built. Despite ongoing maintenance, the road continues to be a challenge for both personal vehicles and heavy trucks with constantly developing potholes and standing water, as the road continues to breakdown.

The redevelopment of this road will allow us to align with the recommendations of our storm water management plan and at the same time preserve and protect the upgraded road for future years.

As is the case for Range Road 95/57th Street, Township Road 582, is not adequate for the increasing truck traffic forced down this route. At only 8 meters wide and with an oiled/gravel surface it is insufficient for current truck traffic levels. The County is hard pressed to keep up even minimally with required maintenance, as the road breaks down faster than it can be graded and patched. The amount of truck traffic also limits the amount of time it can be graded.



Based on current AADT and development of adjacent lands, both RR 95/57th Street and Township Road 582 are strong candidates for upgrading to a paved roadway. This roadway can be considered for a RLU-209 designation according to Alberta Transportation's Highway Geometric Design Guide.

The scope of a joint project between the Town and County will allow an intersection treatment to be built that can handle turning of large vehicles. As noted below, heavy trucks turning at the intersection of Range Rd 95/57th Street and Township 582, can only navigate the turn if they swing out into the oncoming traffic lane. The planned intersection treatment will allow, safer turning without compromising oncoming traffic.

Additionally, the intersection of Township Road 582 and Highway 881 exists as a Type I intersection. Based on an Alberta Transportation intersection warrant analysis, a Type IIIb intersection treatment is currently warranted based upon 2017 background traffic volumes. With the consideration of future development and growth it was determined that a Type IIIc intersection treatment is warranted for the year 2019 and should be constructed simultaneously with the widening and upgrading of Township Road 582.

Presently a seed cleaning plant, herbicide and fertilizer plant, along with a joint solid waste transfer station that serves both the County and the Town are located northwest of the Township Road 582 and Highway 881 intersection. These businesses are all primarily serviced by Township Road 582 apart from the seed cleaning plant which has its access off Highway 881. Even though the Seed Cleaning plant is located on Hwy 881 many users hauling seed would typically avoid driving through the Town on a regular basis, thus, relying on Township Road 582 to access the cleaning plant. The solid waste transfer station sees an average of 25,500 vehicles yearly and, along with the seed cleaning and fertilizer plants, see a high number of seasonal vehicular traffic between the months of April and October. Consequently, Township Road 582 is currently the primary heavy haul route for farming, seeding, solid waste vehicles and local oil field service industry and serves as an informal northern bypass route around the Town.

Completing this project will be beneficial for industry (grain, seed cleaning, agriculture, oil field), as well as facilitating traffic between the County and the Town. Regionally this road also serves as a recreational link to the Blue Quills National Wildlife Area which is approximately 7 km west of St. Paul and serviced by Township Road 582.

Should this project not be completed, Range Road 95/57th Street and Township Road 582 will be subject to increasing traffic / heavy vehicle volumes resulting in an increased risk for public safety given the current road structure and width. The intersection of Township Road 582 and Highway 881 would also remain substandard in accordance with Alberta Transportation Highway Design Standards. Furthermore, development of lands adjacent to Range Road 95 and Township Road 582 may potentially come to a halt because of the township road and adjacent roadways (Highway 881 intersection & Range Road 95) not being able to safely handle the increase in vehicular traffic. Future growth and development would be stunted, resulting in the loss of potential jobs and businesses thus limiting the economic growth of the Town and County.

<p>Traffic Volume Information: (actual or estimated annual average daily traffic counts, including breakdown between truck traffic and passenger vehicle traffic)</p>	<p>1,066 (AADT). A breakdown between truck traffic and passenger vehicle traffic is shown in Appendix C.</p>
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Local Municipal Initiatives
TWP Rd. 582 & RGE Rd. 95 Grading & Base-Paving

<p>Increased Travel Distance: (the net increase in travel distance for the average vehicle should the project not proceed)</p>	<p>Should the project not proceed road users will have to commute an excess of 6.5 km through the Town of St. Paul to detour the road.</p>
<p>Safety Benefits: (a description of how safety will be improved for all traffic)</p> <p>The intersection of Highway 881 and Township Road 582 is considered to have a high safety risk due to current AADT / TAADT volumes and substandard geometric conditions. As mentioned above, Highway 881 and Township Road 582 is a Type I intersection but background traffic volumes presently warrant a Type IIIb intersection treatment with future growth volumes warranting a Type IIIc intersection treatment by the year 2019. Upgrading this intersection will improve operational and geometric components, consequently, improving overall safety for the public. Warrants for illumination at this intersection were conducted based on the AADT for the years 2015, 2020 and 2035. It was concluded that illumination is not warranted until 2035.</p> <p>The stretch of Township Road 582 between Highway 881 and Range Road 95/57th Street is currently subject to heavy vehicle and truck traffic. Upgrading this road to a paved structure with a 10.4 metre width will provide adequate spacing for all types of vehicles using this road in addition to improved rideability and a decrease in potential road structure failure. This project will improve the side slopes and ditch widths along the Township and Range Road, thus, making it safer for all vehicles. With future industrial, residential and commercial development expected to occur on lands adjacent to this roadway, vehicular traffic is projected to increase in the coming years. Therefore, it would be beneficial from a safety perspective to upgrade Township Road 582 before these developments are completed.</p> <p>Additional Safety Benefits will be observed by the Town of St. Paul as east-west heavy truck traffic would be removed from Hwy 29 (50th Avenue) that runs through the full length of the Town including a lengthy 30km/hr school zone.</p>	
<p>Economic Benefits: (if appropriate, the impact on existing or proposed development(s) should be included, with reference to the number of new permanent jobs to be created, and the value of new investment)</p> <p>Range Road 95/57th Street and Township Road 582 will service proposed industrial and commercial developments resulting in job creation for residents in the St. Paul area. As mentioned above, the planning phases for portions of the development along these roads are already underway (Storm Water Management and Intermunicipal Development Plans). Upgrades to the proposed roads and intersections for this project will attract workers to travel to and from these work sites and allow for continued industrial, commercial and residential development of these lands.</p> <p>As stated in the Project Rationale section, users of the solid waste transfer station, seed cleaning and fertilization plants primarily use Township Road 582 to access their respective facilities. Upgrading this road will attract new users of these facilities, thus stimulating the growth of these businesses, and allow current users to continue conducting business in an efficient manner.</p>	
<p>Partnership: (a description of how the proposed project links into the transportation system in the area, any cooperation with another municipality, and confirmation of any participation by industry/private sector involved in funding of the project)</p>	



Local Municipal Initiatives
 TWP Rd. 582 & RGE Rd. 95 Grading & Base-Paving

<p>Township Road 582 and Range Road 95/57th Street are both public roadways which serve the Town and County of St. Paul. Range Road 95 acts as one of the north-south accesses between the Town and County. Township Road 582 is the sole east-west link that services businesses and facilities northwest of the Highway 881 and Township Road 582 intersection. It is the intent of both the Town and County of St. Paul to partner and submit a joint STIP funding application for this project.</p>	
<p>Outside Funding: (if a municipality has been able to leverage funding from another source, include the amount and source of funding as a benefit)</p>	
<p>No outside funding has been obtained at this time. Presently, the County and Town of St. Paul are planning to jointly fund the non-grant component of this project through tax revenue.</p>	
<p>Supporting Documentation: (engineering reports, planning studies and/or condition surveys)</p>	<p>An Area Structure Plan and Traffic Analysis Memo were prepared for the Town and County of St. Paul regarding the project area and surrounding lands. These documents can be found in Appendix C and D</p>
<p>Alignment with Government of Alberta's Four Priority Areas: (applications should outline how projects will exhibit economic, social, environmental and/or innovation benefits)</p>	
<p>Economic: In the short term, it is expected that the project will be publicly tendered, providing economic opportunities to the Engineering Consultant and Construction Contractor. In the long run, the project will help maintain the economic development and growth of the Town and County by providing continued access for agricultural, industrial, commercial and residential activities.</p>	
<p>Social: The intersection and roads to be upgraded through this project all play a significant role in connecting the Town and County of St. Paul as well as industrial, residential, agricultural and recreational areas. If not for Township Road 582 servicing the fertilizer plant and the solid waste transfer station, farmers and members of the public would not be able to access these facilities. If parts of the Range Road, Township Road, or intersection were out of commission, traffic would be rerouted a considerable distance (5-10km) to get to their desired location in the Town, County, or industrial / residential area. This would take its toll on other existing Town and County roads. Town residents living along Range Road 95/57th Street are concerned that this road, constantly in need of repair and the dust it produces in the summer are degrading their property values.</p>	
<p>Environmental: The environmental benefit related to this project is realized through the reconstruction of these road segments to maintain them as vital arteries between the Town, County and local businesses. The benefit is realized by all local, agricultural and industrial traffic reducing kilometers travelled which equates to a reduction to the local carbon footprint. Once this route is paved there will be no need to apply oil to gravel roads, greatly reducing any damage this current necessary maintenance practice could incur. Higher quality road would provide an alternate route for hazardous and dangerous goods outside of the downtown area.</p>	
<p>Innovation: During the detailed design phase of this project, innovative solutions will be considered, and utilized should they prove to be cost effective, and align with technical requirements and standards. An example of this will be constructing Township Road 582 within a smaller Right-of-Way to avoid a large utility line running parallel to the north of the road. Constructing the road within a smaller Right-of-Way, while still maintaining technical</p>	



requirements and standards, will result in significant costs savings as the utility line will not be touched.

PROJECT INFORMATION

Project Description:

(a description of the standard of work to be undertaken, including any engineering surveys or other studies available)

Township Road 582 is an east-west link north of the Town of St. Paul. The section being applied for is 3.2 km in length and is located between Range Road 95 and Highway 881. Township Road 582 is an 8 metre wide two-way oiled gravel road that provides access to many rural residential, industrial and farm properties. This segment of road will be widened, paved and constructed to be consistent with an Alberta Transportation RLU-209 designation.

Range Road 95/57th Street is a north-south link that connects the town of St. Paul to Township Road 582. The section being applied for is 800 metres in length between; just south of Alberta's Iron Horse Trail and north to Township Road 582. This segment of road will be widened and paved to be consistent with Township Road 582.

The ultimate design of these two roads will include the following features:

- 3.7 m lanes and minimum 1.0 m shoulders
- 4:1 side slopes
- 3.0 m ditch bottom for TWP Rd. 582 and 1.0m ditch bottom for RGE Rd. 95/57th Street

The intersection of Highway 881 and Township Road 582 is currently a two-way stop-controlled intersection that is consistent with a Type I intersection as defined by Alberta Transportation's Highway Geometric Design Guide. Under this project, this intersection will be upgraded to a Type IIIc intersection as a result of an Alberta Transportation intersection warrant analysis and in accordance with the Highway Geometric Design Guide.

The County and Town of St. Paul have ranked this project as a high priority for 2019 and have begun discussions with utility companies regarding crossing agreements. Upon award of the Local Municipal Initiatives funding, the County and Town would complete the detailed design, tender work and undertake construction management through its engineering consultant to complete the project by October 15, 2019 as anticipated.

Financial Information

Costs

Total Estimated Expenditure Less Non-Eligible Costs	\$ 7,119,096.00
Non-Eligible Costs	\$ 100,607.00



Local Municipal Initiatives
TWP Rd. 582 & RGE Rd. 95 Grading & Base-Paving

Sources of Funds

LMI Grant (49%)	\$ 3,559,548.00
County and Town of St. Paul (51%)	\$ 3,660,155.00

A detailed breakdown of the cost estimate can be found in Appendix B.



Request for Decision

Council Meeting: November 12, 2019

8.12 Cemetery Committee

Request

In 2017, Cemetery Committee appointments were made for a 4-year term so the Cemetery Committee was not included on the 2019 Organizational Meeting Agenda and administration overlooked Mark Chileen's appointment on the committee. We are looking for a motion to replace Mark Chileen, Director of Public Works, on the Cemetery Committee.

Alternatives

Recommendation

Administration is recommending appointing Daniel Reid to replace Mark Chileen on the Cemetery Committee for the remainder of the four year term.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: November 12, 2019

8.13 County of St. Paul and Elk Point FCSS Board Member at Large

Request

Marie Bintz has resigned from the County of St. Paul and Elk Point FCSS Board.

Andrea Scott has submitted her name to sit as a board member to replace Marie Bintz for the remainder of the four-year term.

Alternatives

Recommendation

Administration is recommending to appoint Andrea Scott to replace Marie Bintz on the County of St. Paul and Elk Point FCSS Board for the remainder of the four-year term.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: November 12, 2019

8.14 Town of St. Paul Recreation Board Member at Large

Request

Leo deMoissac, member at large for the St. Paul Recreation Board is stepping down effective December 1, 2019. His term was set to expire in 2021. Leo has enjoyed sitting on the board for the past two years but is stepping down for personal reasons.

In July administration advertised for a member at large to replace the other member at large who had stepped down. At that time, we received four applications. The following individuals applied to sit on the board in July. Administration has contacted them, and they are still interested in sitting on the board-

- Calvin Leckie, Division 3
- Danny Weinmeier, Division 5

Alternatives

Advertise for a member at large to replace Leo deMoissac on the Town of St. Paul Recreation Board.

Select a member at large from the applicants who applied in July.

Recommendation

Administration is recommending selecting a member at large from the applicants who applied in July.

Submitted by: Phyllis Corbiere, Executive Assistant

Phyllis Corbiere

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

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

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

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

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

I have served on various boards and committees including:

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

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

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

Calvin Leckie

Phyllis Corbiere

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

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

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

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

I feel that I will be a good fit for this role as I am determined to see sports and outdoor recreation evolve in the County. I feel that I have some great ideas that could be implemented to attract even more recreational activities to the area. I am willing to commit my time and energy to this Board and contribute to the overall success that will enhance activities in St. Paul and surrounding areas.

Thank you for the consideration,
Danny Weinmeier



Request for Decision

Council Meeting: November 12, 2019

8.15 GO East Regional Tourism Organization (RTO) Membership

Request

GO East RTO has provided information on membership fees for 2020 as well as the benefits of being a member. The County has been a member of GO East since 2013. Membership fees for 2020 are \$1500.

Alternatives

Recommendation

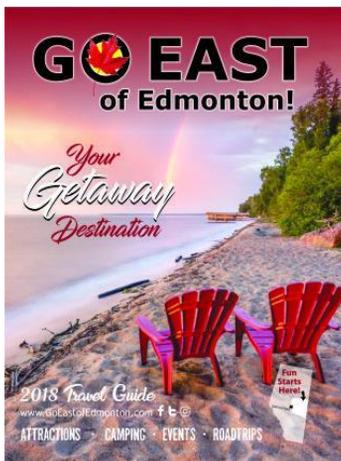
Council to determine whether to continue being a member of GO East RTO.

Submitted by: Phyllis Corbiere, Executive Assistant



2019

MEMBERSHIP BENEFITS INFORMATION PACKAGE



Dear Valued Member of Go East Regional Tourism Organization:

On behalf of the Board of Directors, I would like to welcome new and returning members of the Go East Regional Tourism Organization. We value your continued support of rural tourism in the East Central Alberta Region. Together we will continue to promote and grow rural tourism for our businesses and communities.

A Successful Year in 2018

2018 has been a successful year. We continue to provide our members with great benefits. The work we do drives tourism to our local businesses and communities. The CARES grant which we received in January 2018 is ongoing and will be completed in 2019. The Summer Fall Digital Marketing Campaign, funded through Travel Alberta and member communities who partnered with us, continued into fall 2018. Both these projects will be an enormous benefit to our member communities, businesses, and non-profits in the Go East region.

We are fortunate to continue to work with Strong Coffee Marketing again this past year. We have obtained valuable learning opportunities with them and this will continue into 2019. They have provided tremendous help with the summer fall digital marketing campaign since 2016. We use this knowledge to implement in our work for our members.

Other great successes this year have been a weekly radio segment on Country 106.5, weekly featured social media posts, regular summer event blogs, and great website features. The results of this increased work was positive as it has boosted web traffic, increased the social media followers and the Travel Guide continues to be in great demand throughout our region. The Go East Board is very thrilled with the results of our efforts put forth this past year.

What's Ahead for 2019

In 2019 we expect huge growth in regional tourism. With the growing positive tourism trend in the region we look to focus on continued efforts to promote our Go East region and its members. Through our strong partnerships with key major media and government organizations we will continue to work towards building a strong network to encourage tourism growth. Stay tuned for updates on what we have planned!

The board reviewed its membership fees and has decided that fees will remain the same in 2019. As outlined in this package we will continue to provide our members with the same great benefits again this year. You will still get website, social media, radio, summer/fall digital marketing campaign, and the CARES project. We are continually growing daily in our reach, which in turn supports your return on investment. Not only are we rated #1 in all areas of tourism marketing, but we are the only tourism organization of its kind in the region and are highly recommended. We are growing and so are the results. We are now reaching more people and in turn your ROI—Return on Investment continues to get better and better every year as we grow.

The attached information outlines all the valuable benefits that you will receive as a member of the RTO. Please fill out the attached membership form for either a municipality or business/non-profit organization and return to enroll as a member with Go East Regional Tourism Organization in 2019.

We also ask that you annually review and provide us with an update to your profile page on the website and a listing of events for 2019. You can email us directly and/or make updates directly on the website www.goeastofedmonton.com and at any time throughout the year.

Thank you for your support in helping to grow rural tourism. We hope you will continue to support and grow with us in 2019!

Sincerely,


CHERYL LIVINGSTONE,
CHAIR

BOARD OF DIRECTORS

(in alphabetical order)

ATKINSON, Heather
[Lamont County](#)

BARR, Rick
[Barr Estate Winery](#)

LEMKO, Jerrold
[Town of Vegreville](#)

BROWN, Yvonne
[Busy B Bargains](#) & [Tofield Farmer's Market](#)

FILIP, Jennifer
[Tourism Camrose](#)

HESLIN, Cyndy
[Village of Ryley](#)

JENKINSON, Diane
[M.D. of Bonnyville](#)

KISILEVICH, Kevin
[Bear Ridge Campground](#)

LEFSRUD, Doug
[Town of Viking](#)

LIVINGSTONE, Cheryl
[Red Feather Ridge](#)



Pictured left to right: Doug Lefsrud; Cheryl Livingstone; Yvonne Brown; Heather Atkinson; Kevin Kisilevich; Diane Jenkinson; Jennifer Filip; Donna Jenson, Office Admin; Marielle Brodziak; Rick Barr (previous & current board members)

Make a difference! If you would be interested in becoming a board member of Go East RTO please contact us (780) 632-7699.

WHO WE ARE

Go East RTO – Regional Tourism Organization (DMO):

We are the voice for Regional Tourism... There are over 45 communities that are members of the organization plus numerous non-profit and businesses from the region. More communities support Go East RTO than any other type of tourism promotion.

About Us...

Organizational Structure:

Go East RTO is a non-profit organization. It is the regional tourism organization (Destination Marketing Organization) for all areas east of Edmonton. It is governed by a Board of Directors from around the region. Directors are from communities, businesses and non-profit organizations who are dedicated to tourism in the region.

Goals and Purpose - Described in the Mission:

Go East Regional Tourism Organization is a non-profit part 9 corporation dedicated to be the driving force for innovative and collaborative tourism marketing and development that contributes to the sustainability, prosperity and quality of life for tourism operators and communities east of Edmonton and across east central Alberta.

Our two main goals are growth for tourism marketing and tourism development.

Development: Since 2013 Go East RTO has received over 12 Grants for projects to grow tourism in the region.

In January 2018, we received funding for our successful CARES Grant Project funded by Alberta Economic Development - which is a major tourism development project over 2 years which will support and promote all communities across the region. Previously we have been successful in developing Culinary tourism and Culinary trails with support from ACTA -Alberta Culinary Tourism and Alberta Agriculture grant programs.

Marketing: We have achieved tourism growth such that we have seen a 1000% increase in tourism traffic to our website over the past 3 years. All of our marketing is ranked #1 for tourism promotion including the Travel Guide, Website, Social media, plus other promotions such as weekly radio, tradeshow, e-news, and other targeted marketing. We also work closely with Travel Alberta.

(More details will be shared with our members at our meetings and through presentations in 2019.)

Membership and Municipal Representatives:

Numerous Mayors, Councillors, and staff from the communities regularly attend important Spring and Fall meetings, with an attendance of 30-40 usually. We invite you to select a representative from either Council or Staff to attend.

This is a very good opportunity to learn how tourism is growing in the region through the work of Go East of Edmonton.

Our next meeting is the AGM which will be in spring 2019.

GO EAST CELEBRATES 6 YEARS OF ACHIEVEMENTS IN TOURISM

In 2018, Go East RTO celebrated **6 YEARS IN TOURISM!** Throughout the years the organization has proven to have many successful projects that have marketed our members and member events through advertising means such as TV, print, social media, and radio. ***LOOKING BACK on 6 years of success...***

2013 - 2014

- Alberta Government - Agriculture Initiatives Program (AIP) Grant for Development & Promotion of Various Agri-Tourism Events
- Travel Alberta Cooperative Funding Grant for Website & Project Development

2014

- Travel Alberta Cooperative Funding Grant for the Eat East of Edmonton Culinary Trails & Events Pilot Project
- Alberta Culture Community Initiatives Program (CIP) Grant for Marketing & Product Development
- Wainwright Economic Development Initiative Fund Grant for Wainwright & District Culinary Trail Project
- Alberta Culinary Tourism Alliance (ACTA) Grant for Eat East Culinary Trail Project

2014 - 2015

- Alberta Government - Agriculture Initiatives Program (AIP) Grant for the Go East RTO/BRAED Product Development Database & Map Project

2015

- Alberta Culture Community Initiatives Program (CIP) Grant for Eat East of Edmonton
- Travel Alberta Cooperative Funding Grant for Eat East of Edmonton Culinary Trails & Events

2016

- Travel Alberta Cooperative Funding Grant for the 2016 Go East Staycations

2016 – 2017

- Alberta Government - Agriculture Initiatives Program (AIP) Grant for the Eat East of Edmonton Regional Development Projects & Community Culinary Agri-Tourism Development Projects

2017 & 2018

- Travel Alberta Cooperative Funding Grant for the Go East Staycations

2018 - 2019

- Alberta Economic Development and Trade, Community and Regional Economic Support (CARES) Program for the Go East Roadtrips Tourism Development Project

Go East RTO – CARES Tourism Development Program:

We have received grants every year since we started, and it has helped for both promotion, development, and staffing for our programs. Our proposed CARES grant application – “The Go East Roadtrips Development Project” **will benefit every community along every highway in the region.** This is an ambitious tourism development project valued at over \$50,000 for 2018 & 2019.

EAST of Edmonton! *Roadtrip!!*

- ▶ Tie it to a strategic initiative
 - ▶ 2013 - 2017 Business Plan
- ▶ Eligible activities
 - ▶ Strengthen/support regional economic collaboration
 - ▶ Delivers a regional project
 - ▶ Increased support for entrepreneurs and SMEs
 - ▶ Brings more clients to the doors of businesses
 - ▶ Enhances regional and tourism operator marketing
 - ▶ Economic and business diversification
 - ▶ Increases tourism product in the region



EAST of Edmonton! *Roadtrip!!*

- ▶ *Three linked deliverables*
 - ▶ Develop product
 - ▶ Five roadtrips - HWY28 & Northeast, HWY45, HWY16, HWY14, HWY13 & South
 - ▶ Skills development for participating tourism operators
 - ▶ Build on existing website market to new product and prepare for future launch of GoEast *Roadtrip!!* App



Strong Partnerships

Partnerships with Travel AB, Media and Consultants have made Go East very successful in Marketing.



Plus Local Newspapers and other local Media.



- Economic Development and Trade (CARES)
- Agriculture & Rural Development (AIP)
- Culture & Tourism (CIP)



BRAED
Battle River Alliance
for Economic Development

Digital Campaigns



Summer TV



Weekly Radio



The #1 Tourism Brand for Northeast & East Central Alberta!



Summer Parades & Events



Tradeshows



Monthly E-News



Jump into summer with rodeos, music festivals, markets and more! Don't forget to take pictures everywhere you go in the Go East region to enter our Photo Contest!



Capture the Moment!

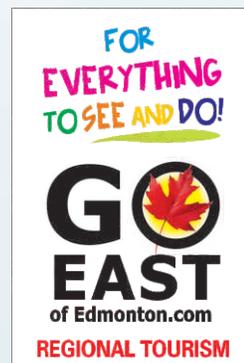
Do you have an amazing picture taken in the Go East of Edmonton region? Or are you taking in some of the region's attractions and sites this summer? If either answer is yes, we want your picture! For all contest details and to find out

Your #1 Team for Tourism! We are the #1 Most Experienced Tourism Marketing Professionals East of Edmonton!

Print Ads



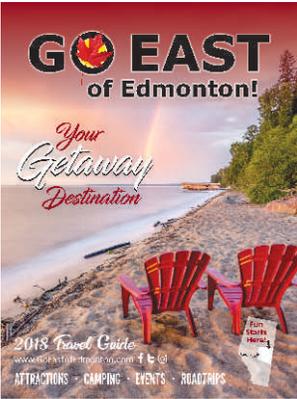
Window Decals



Contesting

Put the Power of **GO EAST** of Edmonton! to Work for YOU!

it begins with advertising in the
Travel Guide in Print



70,000+ copies annually with **over 130 pages**

250,000 readership

Over **2 Million** pageviews

It's the **#1 most popular** travel guide in the region and at Visitor Centres.

RESULTS:

Amazing testimonials!

"Best travel guide I ever seen!"

"Love your magazine and look forward to it every year!"

"We changed our trip from going to the mountains all because we seen the printed copy of the Go East Guide!"

be promoted on our

Regional Tourism Website

Over **300,000+** pageviews for 2019.

Over **1000+** events promoted annually

The **#1 most comprehensive** tourism website in the region.

Awesome NEW content launching in 2019!



Updated weekly!

www.GoEastofEdmonton.com

RESULTS:

Traffic increased by over 100,000 pageviews with over 100,000 visitors!

Over 20,000 click thrus to advertiser's website

your ad also appears in the
Travel Guide Online

100,000+ pageviews annually

Includes live links and searchable content.

The **only online** regional tourism magazine in the region.



RESULTS:

Traffic doubled over last year!

be promoted on our

Regional Tourism Social Media



20,000+ Social Media Followers

We have the region's **BEST** Tourism Audience **Engagement!**

Reaching over **2 Million** Annually!



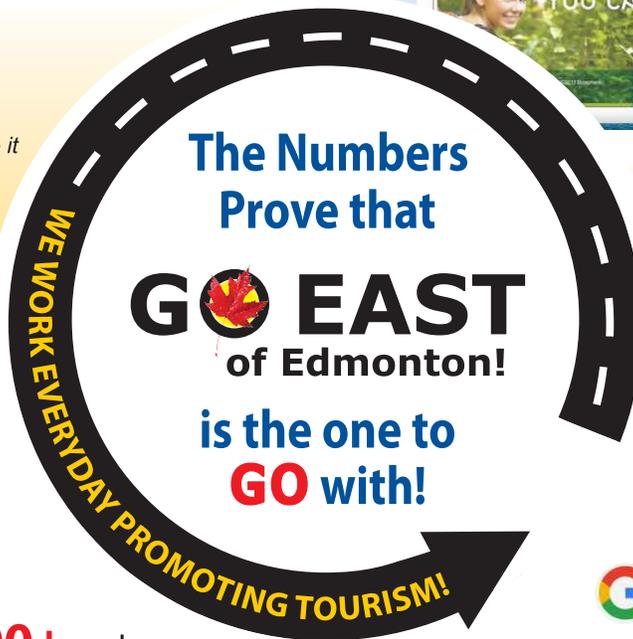
We like, share and post daily!

RESULTS:

Reaching over 100,000 per week during peak periods!



Dur endorsement can yield you a 7X ROI!



Go East of Edmonton Traffic Growth

Web Traffic Facts:

	2017 (Actual)	2018 (Actual + Est.)	2019 (Est.)
Website Traffic - PV	125,000	200,000	300,000
Online Guide - PV	65,000	100,000	125,000
Page View Total	190,000	325,000	425,000
OG Ad Impressions	11,000	Over 15,000	15,000
Webpage Leads & Clicks to Partners/Referrals	Over 10,000	Over 20,000	Over 25,000
Web Summer Referral	18%	24%	24%
Web Users	Over 43,000	Over 60,000	Over 95,000
Web Sessions	Over 61,000	Over 95,000	Over 125,000

PV = Page View, OG = Online Guide

Online Travel Guide - Lifetime Impressions in Flipbook kiosk to date: 2013 to 2018 – 173,000

2017 & 2018 Website Users

New	Returning
62%	38%

Social Media

	September 2017	September 2018	September 2019
Followers	12,000	19,000 +	26,000
E-News	2500	5500 +	9000
Twitter & Instagram	2500	3100	4000
Facebook	7000	10,000	13,000

Facebook

	2017	2018 (Actual & Est.)	2019 (Actual & Est.)
Daily Total Reach*	1,700,000	2,250,000	3,000,000

*The number of people who had any content from your Page or about your Page enter their screen.

Facebook Best Months: Daily Total Reach July – 351,259 August – 589,734 = 940,993

Spring Launch Travel Guide Total Reach 88, 630 (March 23, 2018 to May 18, 2018) in 10 Facebook Ads

Printed Travel Guide

	2017	2018	2019
Copies	71,000	73,500	70,000+
Readership*	250,000+	250,000+	250,000+
Pages	134	142	142
Page views***	2 Million +	2 Million +	2 Million +

*** Conservative estimate based on only an average of 30 pages read by 1 person of 70,000 copies.

*Readership based on surveys with result of 3-4 people see/read each copy.

Summer Campaign Success – May to August

1.1 million impressions on Ads of Facebook and Google. **35,000** Clicks on Ads with **13,500** Referrals (Clicks to partner websites)

(**Impression**, sometimes called a view or an ad view, is a term that refers to the point in which an ad is viewed once by a visitor, or displayed once on a web page. The number of **impressions** of a particular advertisement is determined by the number of times the particular page is located and loaded.)

ANNUAL PROMOTIONS & BENEFITS

MEMBER BENEFITS	Standard Business Benefits	Large Business/Non-Profit Benefits	Communities
Tourism Marketing			
Provide collaborative marketing benefits to its members/communities through website upgrades, continued social media growth, numerous tradeshow, displays, events, presentations, websites, digital advertising, weekly radio, TV/Video and more!	✓	✓	✓
Social media promotion about its members/communities, attractions, events, reciprocal links, likes, and sharing.	✓	✓	✓
Full color profile, attraction and event listing , special section box ad, & photos on the Go East of Edmonton website www.goeastofedmonton.com .	✓		
Full color profile, attraction and event listing , (including museums, farmers markets, community events, golf courses, campgrounds etc.) special section box ad, & photos on the Go East of Edmonton website www.goeastofedmonton.com .		✓	✓
Tourism Development			
Apply for grants and invest funds to develop projects such as Eat East of Edmonton Culinary Trails, Edmonton tourism daytrip itinerary development and Alberta cultural tourism tours to promote its members/communities.	✓	✓	✓
Recognition and opportunities in regional marketing grants, projects, and other programs.	✓	✓	✓
Tourism Support (Communications)			
Communication to members through email updates & newsletters.	✓	✓	✓
Tourism management and consulting opportunities for members.	✓	✓	✓
Communication through monthly E-News.	✓	✓	✓

Our website is the one and only comprehensive regional tourism website with over 1000 things to see & do, complete tourism and travel information for all areas northeast of Edmonton, east of Edmonton, and southeast of Edmonton covering over 50 communities across east central Alberta. Updated weekly, over 400 webpages, over 300,000+ pageviews annually, and 1000% increase in summer pageviews over the past 3 years.

FOR MORE INFORMATION CONTACT:
Go East RTO
Donna Jenson, Office Administrator
Phone: (780) 632-7699 Fax: (780) 632-7699
50230 Range Road 200, Beaver County, Alberta, T0B 4J2
Email: donna.goeast@gmail.com Website: www.goeastofedmonton.com

MUNICIPAL MEMBERSHIP AGREEMENT 2019

Check off which population applies to your community. All municipalities receive the standard membership benefits.

- Population up to 249 \$200
- Population 250-499 \$300
- Population 500-2499 \$400
- Population 2500 – 4999 \$750
- Population 5000+ \$1500

(GST not applicable)

Optional Premium Membership Buy-In (in addition to the above membership fee):

- Spring Summer Fall Digital Media Advertising Campaign
Promoting your community through Facebook & other digital advertising *Contact us for rates*

Total Membership: \$ _____

- Yes, I/we _____ wish to be a partner of Go East RTO.
(Name of City/Town/Village/County)
- Yes, we will submit the appropriate content for the above packages (photos, events, activities for posts etc.).

Name of City/Town/Village/County: _____

Address: _____ Postal Code: _____

Phone: _____ Fax: _____

Email: _____

Website: _____ Facebook: _____

Twitter: _____ Instagram: _____

Town Council rep & email address: _____

Economic Development/Tourism rep & email address: _____

Social Media/Communications rep contact & email address: _____

Approved by: _____ Signature: _____

Date: _____

Please make cheques payable to Go East RTO.

FOR MORE INFORMATION CONTACT:

Go East RTO
Donna Jenson, Office Administrator
50230 Range Rd 200, Beaver County, AB T0B 4J2
Phone/Fax: (780) 632-7699 Email: donna.goeast@gmail.com
Website: www.goeastofedmonton.com

BUSINESS & NON-PROFIT COMMITMENT AGREEMENT/ MEMBERSHIP FORM (2019)

Businesses:

- Business \$100
(For small to medium sized businesses)
- Business Organization \$200
(For larger business type organizations and businesses with more than 1 location)

Non-Profits:

- Small Non-Profit \$100
(For small to medium sized non-profits)
- Large Non-Profit \$200 GST not applicable
(For non-profits with major attractions, events and activities)

Optional Premium Membership Buy-In (in addition to the above membership fee):

- Spring Summer Fall Digital Media Advertising Campaign
Promoting your community through Facebook & other digital advertising *Contact us for rates*
Total Membership: \$ _____

Other Digital Advertising packages are available (see 2018-2019 Online Advertising page for more value added packages to promote your business online)

- Yes, I/we _____ wish to be a partner of Go East RTO.
(Name of Business or Non-Profit)
- Yes, we will submit the appropriate content for the above packages (photos, events, activities for posts etc.).

Name of Business or Non-Profit: _____	
Address: _____	Postal Code: _____
Phone: _____	Fax: _____
Email: _____	
Website: _____	Facebook: _____
Twitter: _____	Instagram: _____
Social Media/Communications rep & email address: _____	
Approved by: _____	Signature: _____
Date: _____	

Please make cheques payable to Go East RTO.

go east of Edmonton.com

Your #1 Tourism Marketing Team



Kevin D. Kisilevich
Marketing & Development

Ph: 780-632-6191
kevin.goeast@gmail.com

- NAIT Marketing & Management Diploma
- Economic Developers Alberta - numerous certificates in Community Economic Development Training Program
- Director of Alberta Culinary Tourism Alliance
- Proficiency in Fund Development, Co-op Marketing and Government Grants
- Over 25 years experience in Tourism Marketing & Development



Jolene Kisilevich
Design & Digital Marketing

Ph: 780-632-6191
jolenek.design@gmail.com

- Advanced Facebook Ads Training
- Google Ads Training
- Numerous seminars, courses in Social Media, Digital Marketing and Website Design
- Over 20 years graphic experience in Design and Marketing.



Donna Jenson
RTO Office Administration / Member/Community Relations
Direct Line: 780-632-7699
donna.goeast@gmail.com

- Certificate and Training in Office Administration and Accounting
- Certificate in Local Government / Municipal Administration
- 20 years experience in Office Administration and Communications



Summer Staff Student Interns

- For summer 2019, we are employing two students from Grant MacEwan University studying in Online Communications Programs.
- Interns will assist with writing, updating website, social media and other communication needs.

Plus a wealth of knowledge and experience in our Board of Directors who represent:

- Community Economic Development and Tourism Officers
- Accommodation / Campground Sector
- Ag & Culinary Tourism
- Non-Profit Organizations
- Event Organizers



Go East RTO is the only Tourism Organization in the Region who has completed courses in Accredited Destination Marketing through Travel Alberta and DMAI.





Request for Decision

Council Meeting: November 12, 2019

8.16 NSWA Per Capita Contribution

Request

The North Saskatchewan Watershed Alliance is requesting that Council consider a \$0.50 per capita contribution to NSWA for 2020. The County has provided funding to the NSWA since 2011.

A list of NSWA coordinated sub-watershed projects is attached.

Alternatives

Recommendation

Council to determine whether to provide a \$0.50 per capita contribution for the North Saskatchewan Watershed Alliance.

Submitted by: Phyllis Corbiere, Executive Assistant



202, 9440 49 Street, Edmonton, AB T6B 2M9 | NSWA.AB.CA

September 12, 2019

Reeve Stephen Upham
County of St. Paul No. 19
5015 - 49 Avenue
St. Paul AB T0A 3A4

RE: Municipal Contribution to NSWA

Dear Reeve Upham,

I am pleased to provide a copy of the North Saskatchewan Watershed Alliance (NSWA) 2018-19 Annual Report, which summarizes the projects and collaborative partnerships that NSWA has conducted in your watershed during the past year. This important work was accomplished thanks to the generous support of over 40 municipalities in our shared watershed. We would again appreciate positive consideration by your Council for a \$0.50 per capita contribution to NSWA for 2020.

In addition to financial contributions from individual municipalities, our non-profit alliance depends on an annual operating grant from the Government of Alberta and contributions from EPCOR. More information about the NSWA, our bylaws, finances and projects can be found online at www.nswa.ab.ca.

How your financial contribution benefits your community

In 2005, Alberta Environment appointed NSWA as the Watershed Planning and Advisory Council for the North Saskatchewan River (NSR) basin under *Water for Life: Alberta's Strategy for Sustainability*. NSWA has made significant progress under this mandate, and in 2012 released an Integrated Watershed Management Plan (IWMP) for the North Saskatchewan River basin. This major undertaking provides advice and direction to protect the long-term supply and quality of water resources for future generations. IWMP implementation is now underway through strategic watershed partnerships with local municipalities and stewardship groups.

NSWA partners with individual municipalities and three sub-watershed alliances to assess local watershed conditions and issues, coordinate inter-municipal projects, and develop harmonized land policies to support long-term sustainability of watershed resources. NSWA also provides technical expertise, grant application support, consultant coordination and facilitation services for meetings and workshops.

NSWA, in collaboration with its regional partners, successfully applied for over \$2.0 million worth of provincial and federal grants to support municipalities and local stewardship groups. See the attached table for some examples of current watershed projects that NSWA is facilitating with local municipalities.

NSWA is helping to address many local watershed management issues including:

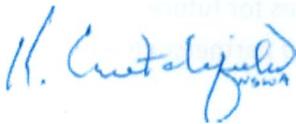
- Riparian and wetland habitat conservation and restoration
- River and creek hydrology studies
- Natural areas and groundwater recharge areas protection
- Fisheries habitat and aquatic health assessments, including invasive species issues
- Long term impacts of land use changes on watershed health
- Best management practices and planning policies related to riparian, wetland and natural area protection, stormwater management and flood protection and water conservation.

NSWA is also involved in many major intergovernmental projects such as the North Saskatchewan Regional Land Use Framework, Edmonton Metro Region Growth Plan, Industrial Heartland Water Management Framework and EPCOR's Drinking Water Protection Plan. This involvement, plus its close working relationship with many Alberta government agencies, allows NSWA to connect municipalities such as yours with the best resources to address watershed issues.

NSWA would be pleased to discuss any watershed issues of concern to your municipality and to provide a briefing if requested by your Council or Administration. If an elected municipal representative would like to serve on the NSWA Board of Directors, there will be an opportunity at the 2020 NSWA Annual General Meeting for the election of new board directors.

Please feel free to contact NSWA's Executive Director, Ms. Leah Kongsrude at 587-525-6827 or leah.kongsrude@nswa.ab.ca in this regard. Ms. Kongsrude has over 30 years' environmental experience including ten years in municipal government and appreciates the challenges and opportunities that municipalities face with local watershed management issues.

Thank you for your consideration. We have taken the liberty of enclosing an invoice.



Mr. Ken Crutchfield, President
North Saskatchewan Watershed Alliance Society

Cc: Chief Administrative Officer

Attachments: Examples of current NSWA Coordinated Watershed Studies
Invoice for 2020 Contribution to NSWA

Examples of current NSWA Coordinated Sub-Watershed Projects

SUB-WATERSHED	MAJOR WATERBODIES	MUNICIPALITIES	PROJECTS
Headwaters	North Saskatchewan River Cline River Clearwater River Ram River Brazeau River Modeste Creek Strawberry Creek Wabamun Lake	Clearwater County Brazeau County Parkland County Leduc County Wetaskiwin County Town of Drayton Valley Town of Rocky Mountain House Town of Devon Town of Thorsby Village of Wabamun	<ul style="list-style-type: none"> • \$140,000 Alberta Water Resiliency and Restoration Program grant was used to map the health of riparian areas along the Modeste and Strawberry Creeks. This data will be used to conserve or restore high priority riparian areas that will provide greater flood/drought resistance, improve water quality and enhance wildlife habitat. The GIS data will be made accessible through an online web portal with information friendly format for the public and a detailed technical format for municipal planners. The Riparian Report for Modeste and Strawberry subwatersheds are available on the NSWA website • The Wabamun Lake Watershed Management Plan is being finalized with involvement of local municipalities and lake stewardship groups
Sturgeon River	Sturgeon River Isle Lake Lac St. Anne Birch Lake Matchayaw Lake Sandy Lake Kilini Creek Riviere Qu'Barre Atim Creek Carrot Creek	Lac St. Anne County Parkland County Sturgeon County City of Edmonton City of St. Albert City of Spruce Grove Town of Stony Plain Town of Onoway Town of Morinville Town of Gibbons Summer Villages of Lac Ste. Anne County East	<ul style="list-style-type: none"> • \$300,000 Alberta Community Partnership grant was used to summarize information on surface water and groundwater hydrology, wetland and natural areas within the entire watershed. This grant also provides funds to assess and recommend consistent environmental and watershed protection planning tools for municipalities that align with federal, provincial regulations and reflect best management practices in Alberta. The grant will also be used to complete an Integrated Watershed Management Plan for the Sturgeon River Watershed (Fall 2019) • \$147,000 Federal Environmental Damages Fund grant – reports now finalized assessing water quality, fisheries habitat and aquatic health of the Sturgeon River and its tributaries. This information provides an up to date and comprehensive assessment of aquatic health of the watershed. Reports available on the NSWA website. • \$65,000 Alberta Water Resiliency and Restoration Program grant mapped the health of riparian areas along the Sturgeon River and its tributaries, as well as 17 lakes, for a total of over 1700 km of shoreline. This data will be used to conserve or restore high priority riparian areas in order to provide greater flood/drought resistance,

			<p>improve water quality and wildlife habitat. Final reports available online at www.nswa.ab.ca</p> <ul style="list-style-type: none"> • A shared \$75,000 Water Resiliency and Restoration Program grant with Vermillion River Watershed Alliance to assess long term land use changes in the watershed and its effect on the hydrology of the basin. This study uses ALCES, a cumulative assessment simulation assessment tool, to show the impacts of land use decisions. This tool has also been used by the Edmonton Metro Regional Board to support its planning discussions and policy
Vermillion River	<p>Vermillion River Waskwei Creek Cotton Creek Birch Creek Campbell Creek Deer Creek Stretton Creek</p>	<p>County of Vermillion River County of Minburn Beaver County County of Two Hills County of St. Paul Town of Vermillion Town of Vegreville Town of Two Hills Town of St. Paul Town of Elk Point Town of Bruderheim Village of Holden Village of Innisfree Village of Myrnam</p>	<ul style="list-style-type: none"> • A four-year, \$1.4 million Water Resiliency and Restoration Program grant to promote riparian and wetland restoration projects in the watershed. To date over 100 ha of wetlands and riparian areas have been enhanced or restored through this project. • A shared \$75,000 Water Resiliency and Restoration Program grant with Sturgeon River Watershed Alliance was used to assess long term land use changes in the watershed and its effect on the hydrology of the basin. This study uses ALCES, a cumulative assessment simulation assessment tool, to show the impacts of land use decisions. This tool has also been used by the Edmonton Metro Regional Board to support its planning discussions and policy.
Beaverhill	<p>North Saskatchewan River Beaverhill Creek Astotin Creek Beaverhill Lake Cooking Lake Hastings Lake Antler Lake</p>	<p>Strathcona County Lamont County Beaver County City of Fort Saskatchewan Town of Bruderheim Town of Tofield Town of Ryley</p>	<ul style="list-style-type: none"> • A Land Stewardship grant was used to complete a lake management plan for Antler Lake.



Request for Decision

Council Meeting: November 12, 2019

8.17 Request to Become an Additional Named Insured Under the County's Insurance Policy - Elk Point Curling Club

Request

The Elk Point Curling Club has requested to become an Additional Named Insured (ANI) under the County's insurance policy.

To become an ANI, the County and Curling Club must enter into an ANI Agreement.

There is no additional cost to the County to add an ANI.

Alternatives

- Approve the Club's request and enter into an ANI Agreement
- Deny the Club's request

Recommendation

Administration is recommending to approve the Elk Point Curling Club's request to become an Additional Named Insured under the County's insurance policy, upon acceptance by RMA Insurance.

Submitted by: Kyle Attanasio, Director of Corporate Services

Elk Point and District Curling Society

Box 1088, Elk Point, AB T0A 1A0

September 26, 2019

County of St. Paul
5015 – 49 Avenue
St. Paul, AB T0A 3A4

ATTENTION: KYLE ATTANASIO

RE: REQUEST TO BECOME ADDITIONAL INSURED

As per our phone conversation of September 9, 2019, please accept this letter as a request to become an additional insured under the County's insurance policy.

Currently, we have building insurance that is administered through the Town of Elk Point which they pay for us each year. In addition to the building insurance we are also looking to get liability, directors and player/participant insurance. It is our understanding if the County approves the request, we will be provided with insurance quotes and given the opportunity to evaluate our options before being committed to making the change.

We appreciate the County's effort in presenting this potential opportunity to us. Should you have any questions or require further information please call me at (780) 614-7398.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Joanne Warawa', with a long horizontal flourish extending to the right.

Joanne Warawa
Treasurer



Request for Decision

Council Meeting: November 12, 2019

8.18 Request to Waive Property Taxes on Roll 9702516

Request

The Owner of Roll 9702516 is requesting that Council consider cancelling property taxes in the amount of \$453.58 for the mobile home situated on the property. These property taxes accrued between 2015 and 2016 which was before TDF Property Solutions purchased the property. The owner who owned the property between 2016 and 2019 paid the taxes that were levied during those years.

Alternatives

Approve the request to cancel the municipal portion of the property taxes as per section 347 of the MGA.

Deny the request to cancel the property taxes.

Recommendation

Administration is recommending to deny the request to cancel the property taxes on roll 9702516.

Submitted by: Crystal St. Arnault, Taxation and Assessment Technician

TDF Property Solutions, Inc.

3449 – 35 Street NW
Edmonton, AB T6L 4Z7

email: tdfpropertyolutionsinc@gmail.com

Phone: 780-257-9977

October 21, 2019

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

Dear Council Members:

RE: Property:

NW 2-57-9-W4

Lot 16

Rural Address: 214 57027 Sec Hwy 881

Roll #9702516

This is to request that accruing back taxes be waived in full on the above-stated property. These back taxes, in the amount of \$453.58, have been outstanding and accruing since 2015. Ownership of the property has changed hands twice since then. Thank you for your consideration in this matter.

Best Regards,



Doreen Foy, Director
TDF Property Solutions, Inc.



Request for Decision

Council Meeting: November 12, 2019

8.19 Harvest Conditions

Request

ASB is presently reviewing the present harvest conditions in the area. Presently unharvested conditions appear to be in the 40% range. There are some counties considering declaring a state of Agricultural Disaster due to harvest conditions.

So far in 2019, 3 counties have declared a state of Ag Disaster –

- Lac Ste Anne declared on August 7 due to excessive rainfall
- Leduc declared on September 24 due to excessive rainfall
- Grande Prairie declared on November 4 due to excessive rainfall, poor quality of crops and delayed maturity of crops.

Alternatives

Recommendation

Council to provide direction.

Submitted by: Dennis Bergheim, Interim Director of Community Services



Request for Decision

Council Meeting: November 12, 2019

8.20 Letter to Minister of Agriculture re Funding

Request

While talking with Alberta Agriculture personnel during the NE Regional Conference, I was advised that a letter should be written to the Minister of Alberta Agriculture in regards to the future of ASB funding. Basically, we need to determine what the funding budget is based on the grant we receive from the province on the 3-year strategic plan. There has been discussion on moving to a 5-year strategic plan. The funding grant that the County receives annually is 168,359.

The streamline of funding for ASBs has been based from lotteries and there has been discussion about that stream of funding being cut. We have had no indications if funds will be reduced or remain the same for Ag Service Boards.

Alternatives

Recommendation

Administration is recommending writing a letter to the Minister of Agriculture regarding the future of ASB funding.

Submitted by: Dennis Bergheim, Interim Director of Community Services



Request for Decision

Council Meeting: November 12, 2019

8.21 Mallaig Ag Society Annual Christmas Party

Request

The Mallaig Ag Society is hosting their annual Christmas party on December 7. Tickets are \$50 each and they are requesting if the County is interested in purchasing a table.

In 2019 the County purchased tickets.

Alternatives

Recommendation

Council to provide direction on this request.

Submitted by: Phyllis Corbiere, Executive Assistant



Dear Cherished Guest/Business Owner,

We are cordially inviting you to attend our annual Community Christmas Party on December 7th, 2019. We would be honoured if you and your staff would join us for a festive night to celebrate the holiday season.

Cocktails will commence at 6:00pm, supper at 7:00pm and entertainment featuring a mentalist Jeff Newman and then live entertainment by the local band Second Son to follow. Each table is provided appetizers and a bottle of wine for cocktail hour as well as giveaways for you to enjoy.

Tickets are \$50/each. Each ticket purchased entitles guests to enter in the draw for our \$250 raffle prize basket.

For tickets call Amanda (780-614-1081) or Stacy (780-646-3672) or mail payment to Box 69 Mallaig, AB T0A 2K0. We will be happy to accommodate individuals, groups of any sizes and businesses alike.

Please RSVP by Nov 25th. We look forward to celebrating the holiday season!

Sincerely,

Mallaig and District AG Society and Recreation Association.