



County of St. Paul No 19
Council Meeting
AGENDA

Tuesday, December 10, 2019
10:00 AM

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10.	Reports	
10.1	CAO Report	
	CAO Report to be presented at the meeting.	
11.	Upcoming Meetings	
11.1	December 16 @ 6:00 pm - Joint Meeting with the Town of Elk Point	
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, November 12, 2019

9:00 AM

Council Chambers

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

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 9:00 a.m.

2. Minutes

2.1 October 8, 2019 Council Minutes

Resolution CM20191112.1001

Moved By: Councillor Kevin Wirsta

to approve the Minutes of the October 8, 2019 Council Meeting as presented.

Carried

2.2 October 23, 2019 Organizational Meeting Minutes

Resolution CM20191112.1002

Moved By: Councillor Cliff Martin

to approve the Minutes of the October 23, 2019 Organizational Meeting with the header corrected to read Organizational Meeting instead of Council Meeting and item #27 corrected from "on" way to "one" way.

Carried

3. Bank Reconciliation

Resolution CM20191112.1003

Moved By: Councillor Maxine Fodness

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

Carried

4. Additions to Agenda and Acceptance of Agenda

Resolution CM20191112.1004

Moved By: Councillor Darrell Younghans

to adopt the agenda for the Regular Meeting of Council for November 12, 2019 with the following addition:

8.22 Northern Lights Library

Carried

5. Closed Session

5.1 Closed Session

Resolution CM20191112.1005

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 21, Division 2, Part 1 of the FOIP Act at 9:05 am.

Carried

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

Resolution CM20191112.1006

Moved By: Councillor Darrell Younghans

to revert to an open meeting at 9:19 am.

Carried

Resolution CM20191112.1007

Moved By: Councillor Maxine Fodness

that the County of St. Paul supports the Town of St. Paul, in principle, with their plan to deal with current drainage issues.

Carried

8. New Business

8.1 Christmas Hours

Resolution CM20191112.1008

Moved By: Councillor Cliff Martin

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

Carried

8.2 RUSA Conference - December 3-5

Resolution CM20191112.1009

Moved By: Councillor Darrell Younghans

to approve Danny Weinmeier and Derrick Gervais to attend the 2019 RUSA Conference in Red Deer from December 2-5, 2019.

Carried

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

Resolution CM20191112.1010

Moved By: Councillor Cliff Martin

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

Carried

Resolution CM20191112.1011

Moved By: Councillor Kevin Wirsta

to give second reading to Bylaw 2019-21.

Carried

Resolution CM20191112.1012

Moved By: Councillor Laurent Amyotte

to present Bylaw 2019-21 for third reading.

Carried Unanimously

Resolution CM20191112.1013

Moved By: Councillor Dale Hedrick

to give third reading to Bylaw 2019-21.

Carried

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

Resolution CM20191112.1014

Moved By: Councillor Laurent Amyotte

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

Carried

Resolution CM20191112.1015

Moved By: Councillor Kevin Wirsta

to give second reading to Bylaw 2019-22.

Carried

Resolution CM20191112.1016

Moved By: Councillor Cliff Martin

to present Bylaw 2019-22 for third reading.

Carried Unanimously

Resolution CM20191112.1017

Moved By: Councillor Dale Hedrick

to give third reading to Bylaw 2019-22.

Carried

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

Resolution CM20191112.1018

Moved By: Councillor Maxine Fodness

to give first reading to Bylaw 2019-23, Smoky Lake County - County of St. Paul No. 19 Intermunicipal Collaboration Framework Bylaw.

Carried

Resolution CM20191112.1019

Moved By: Councillor Laurent Amyotte

to give second reading to Bylaw 2019-23.

Carried

Resolution CM20191112.1020

Moved By: Councillor Kevin Wirsta

to present Bylaw 2019-23 for third reading.

Carried Unanimously

Resolution CM20191112.1021

Moved By: Councillor Darrell Younghans

to give third reading to Bylaw 2019-23.

Carried

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

Resolution CM20191112.1022

Moved By: Councillor Darrell Younghans

to give first reading to Bylaw 2019-24, County of Two Hills - County of St. Paul No. 19 Intermunicipal Collaboration Framework Bylaw.

Carried

Resolution CM20191112.1023

Moved By: Councillor Kevin Wirsta

to give second reading to Bylaw 2019-24.

Carried

Resolution CM20191112.1024

Moved By: Councillor Laurent Amyotte

to present Bylaw 2019-24 for third reading.

Carried Unanimously

Resolution CM20191112.1025

Moved By: Councillor Darrell Younghans

to give third reading to Bylaw 2019-24.

Carried

8.7 Board Members for Intermunicipal Collaboration Framework Committees

Resolution CM20191112.1026

Moved By: Councillor Maxine Fodness

to appoint Councillor Cliff Martin and CAO Sheila Kitz to the ICF Committee with the Municipal District of Bonnyville No. 87.

Carried

Resolution CM20191112.1027

Moved By: Councillor Cliff Martin

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

Carried

Resolution CM20191112.1028

Moved By: Councillor Laurent Amyotte

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

Carried

Resolution CM20191112.1029

Moved By: Councillor Darrell Younghans

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

Carried

8.8 Bylaw 2019-26 Request for MDP Amendments Re: Lot 1, Block 1, Plan 1922940 (Contained within NE 34-58-10-W4)

Claire Gauvreau, St. Paul Journal, entered the Council Room at 9:28 am.

Resolution CM20191112.1030

Moved By: Councillor Maxine Fodness

to give 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.

Carried

8.9 Bylaw 2019-27 - Request for LUB Amendments Re: Lot 1, Block 1, Plan 1922940 (contained within NE 34-58-10-W4)

Resolution CM20191112.1031

Moved By: Councillor Cliff Martin

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

Carried

8.10 STIP Funding - Local Road Bridge Stream

Resolution CM20191112.1032

Moved By: Councillor Cliff Martin

to submit a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF 02351 – SW 21-58-8-W4 RR 84.

Carried

Resolution CM20191112.1033

Moved By: Councillor Kevin Wirsta

to submit 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.

Carried

Resolution CM20191112.1034

Moved By: Councillor Darrell Younghans

to submit 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.

Carried

Resolution CM20191112.1035

Moved By: Councillor Dale Hedrick

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

Carried

Resolution CM20191112.1036

Moved By: Councillor Maxine Fodness

to submit a 2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for BF 77649 - SE 28-61-10-W4 Twp Rd 614.

Carried

Resolution CM20191112.1037

Moved By: Councillor Cliff Martin

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural Northern Communities Stream for Bridge File 02351 – SW 21-58-8-W4 RR 84.

Carried

Resolution CM20191112.1038

Moved By: Councillor Kevin Wirsta

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural and Northern Communities Stream for Bridge File 08786 – SW 16-62-10-W4, RR 104.

Carried

Resolution CM20191112.1039

Moved By: Councillor Darrell Younghans

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural and Northern Communities Stream for Bridge File 70105 – NW 6-61-11-W4 RR 120.

Carried

Resolution CM20191112.1040

Moved By: Councillor Dale Hedrick

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural and Northern Communities Stream for Bridge File 70924 – SE 27-59-11-W4 Twp Rd 594.

Carried

Resolution CM20191112.1041

Moved By: Councillor Maxine Fodness

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural and Northern Communities Stream for Bridge File 77649 - SE 28-61-10-W4 Twp Rd 614.

Carried

8.11 STIP Funding - Township Road 582

Resolution CM20191112.1042

Moved By: Councillor Maxine Fodness

to submit a STIP grant application under the Local Municipal Initiatives Stream jointly with the Town of St. Paul, 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.

Carried

Resolution CM20191112.1043

Moved By: Councillor Laurent Amyotte

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural and Northern Communities 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.

Carried

8.12 Cemetery Committee

Resolution CM20191112.1044

Moved By: Councillor Cliff Martin

to appoint Daniel Reid, Director of Public Works, to replace Mark Chileen on the Cemetery Committee for the remainder of the four year term.

Carried

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

Resolution CM20191112.1045

Moved By: Councillor Dale Hedrick

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.

Carried

8.14 Town of St. Paul Recreation Board Member at Large

Resolution CM20191112.1046

Moved By: Councillor Dale Hedrick

to appoint Danny Weinmeier as a member at large on the Town of St. Paul Recreation Board, for the remainder of the four-year term.

Carried

8.15 GO East RTO Membership

Resolution CM20191112.1047

Moved By: Councillor Kevin Wirsta

to pay the \$1500 membership fees for Go East Regional Tourism Organization for 2020.

Carried

8.16 NSWA Per Capita Contribution

Resolution CM20191112.1048

Moved By: Councillor Cliff Martin

to provide a \$0.50 per capita contribution for the North Saskatchewan Watershed Alliance for 2020.

Carried

8.17 Request to become Additional Named Insured under the County's Insurance Policy - Elk Point Curling Club

Resolution CM20191112.1049

Moved By: Councillor Kevin Wirsta

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. **Carried**

8.18 Request to Waive Property Taxes on Roll 9702516

Resolution CM20191112.1050

Moved By: Councillor Cliff Martin

to deny the request from TDF Property Solutions to cancel the property taxes in the amount of \$453.58 on roll 9702516.

Carried

8.20 Letter to Minister of Agriculture re Funding

Resolution CM20191112.1051

Moved By: Councillor Cliff Martin

to write a letter to the Minister of Agriculture regarding the future of ASB funding.

Carried

8.21 Mallaig Ag Society Annual Christmas Party

Resolution CM20191112.1052

Moved By: Councillor Dale Hedrick

to purchase tickets for the Mallaig Ag Society Annual Christmas Party on December 7 at a cost of \$50 per ticket, for any Council member who will attend.

Carried

8.22 Northern Lights Library

Resolution CM20191112.1053

Moved By: Councillor Cliff Martin

to deny the request from the Northern Lights Library for a 2% increase to \$5.26 per capita.

Carried

12. Financial

12.1 Budget to Actual

Resolution CM20191112.1054

Moved By: Councillor Kevin Wirsta

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

Carried

12.2 Listing of Accounts Payable

Resolution CM20191112.1055

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>
22973	October 2, 2019	34622-34670	\$216,706.25
22974	October 3, 2019	Direct Deposit	\$151,397.87
22998	October 10, 2019	34671 - 34735	\$352,563.90
22997	October 11, 2019	Direct Deposit	\$310,616.23
23003	October 15, 2019	Direct Deposit	\$ 88,135.07
23022	October 22, 2019	34736 - 34792	\$598,972.69
23021	October 23, 2019	Direct Deposit	\$120,521.66
23026	October 25, 2019	Direct Deposit	\$ 411.24
23043	October 31, 2019	Direct Deposit	\$ 85,821.51

Carried

7. Delegation

7.1 10:00 am - Black Track Paving

Roman Fodchuk and Tina Telford, representing Black Track Paving, entered the Council Room at 10:00 am to request that Council reconsider their decision to provide additional compensation in the amount of \$24,205.30 for the overage on the paving project at the County Public Works shop. The delegation left the Council Room at 10:30 am.

Resolution CM20191112.1056

Moved By: Councillor Cliff Martin

to pay Black Track Paving the full amount of the overage on the paving project at the Public Works shop, being \$84,778.54 with 1/2 to be paid from the 2020 budget.

Defeated

Resolution CM20191112.1057

Moved By: Councillor Laurent Amyotte

to pay Black Track Paving \$60,000 for the overage on the Paving Project at the County Public Works Shop to be paid from the 2019 budget.

Carried

7.2 10:30 am - Linda Pawliuk

Linda and Doug Pawliuk and Steve Petrushka entered the Council Room at 10:32 am along with eight members of the public who sat in the gallery. The delegation requested to purchase an additional 80 - 100 metres north of their property into the reserve land. The area they are requesting to purchase includes their power pole, fire pit, gravel pads, deck and the historical cabin. The delegation also discussed potential options of trading property with the County. The delegation left the Council Room at 11:10 am.

Resolution CM20191112.1058

Moved By: Councillor Maxine Fodness

that administration develop options concerning the St. Paul Beach area and Lot A, Block 2, Plan 527MC and that the landowners and community members, through the spokesperson Doris Bodnar, be given the proposal to review and provide feedback.

Carried

8. New Business

8.19 Harvest Conditions

Resolution CM20191112.1059

Moved By: Councillor Cliff Martin

to table further discussions regarding harvest conditions to the November 26 Public Works Meeting.

Carried

10. Reports

10.1 CAO Report

Resolution CM20191112.1060

Moved By: Councillor Maxine Fodness

to accept the CAO Report as presented.

Carried

Resolution CM20191112.1061

Moved By: Councillor Kevin Wirsta

to cancel the 2019 property taxes of \$6,488.88 on roll 20000001 and \$263.19 on 4609700 for Grants in Lieu of Taxes.

Defeated

12. Financial

12.3 Council Fees

Resolution CM20191112.10

Moved By: Councillor Maxine Fodness

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

Carried

13. Adjournment

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting at 12:04 pm.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

5.1. Closed Session

Request

Information to be presented at the meeting as per Section 17, 21 and 27 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: December 10, 2019

6.1 CNRL Request for Decrease in Property Taxes

Request

At the September Council Meeting, a delegation from CNRL met with Council in closed session under Section 16, Division 2, Part 1 of the FOIP Act.

Following their presentation, Council made a motion to table a decision on CNRL's request to reduce their property taxes to budget deliberations.

Budget/Financial – Based on the 2019 tax levy, a 30% reduction for CNRL would be \$2,284,261.67.

Legislation/Bylaw/Policy Consideration

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

Alternatives

Approve the request for a 30% decrease in property taxes.

Deny the request for a 30% decrease in property taxes.

Recommendation

Administration is recommending to deny the request from CNRL for a 30% decrease in their 2020 property taxes.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 10, 2019

6.2 Lot A, Block 2, Plan 527MC, Vincent Lake

Request

At the November 12th Council meeting, the owners of Lot A, Block 2, Plan 527MC requested to purchase an additional 80 - 100 metres north of their property into the reserve land. Council made a motion that administration develop options concerning the St. Paul Beach area and Lot A, Block 2, Plan 527MC and that the landowners and community members, through the spokesperson Doris Bodnar, be given the proposal to review and provide feedback.

At the November 26 Public Works Meeting, Council was presented with three options to address the concerns at the St. Paul Beach area. Council made a motion to table the two options to exchange land with the owners of Lot A, Block 2, Plan 527MC, until administration prepares a design plan outlining the areas.

Public Works has prepared two options based on the discussions at the November 26 Public Work Meeting.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration - Policy DEV-93, Section C2 states that ER and CR lands will be left in their natural condition as much as possible

Alternatives

Approve Option 1 to exchange .354 acres with the landowner.

Approve Option 2 to exchange .382 acres with the landowner.

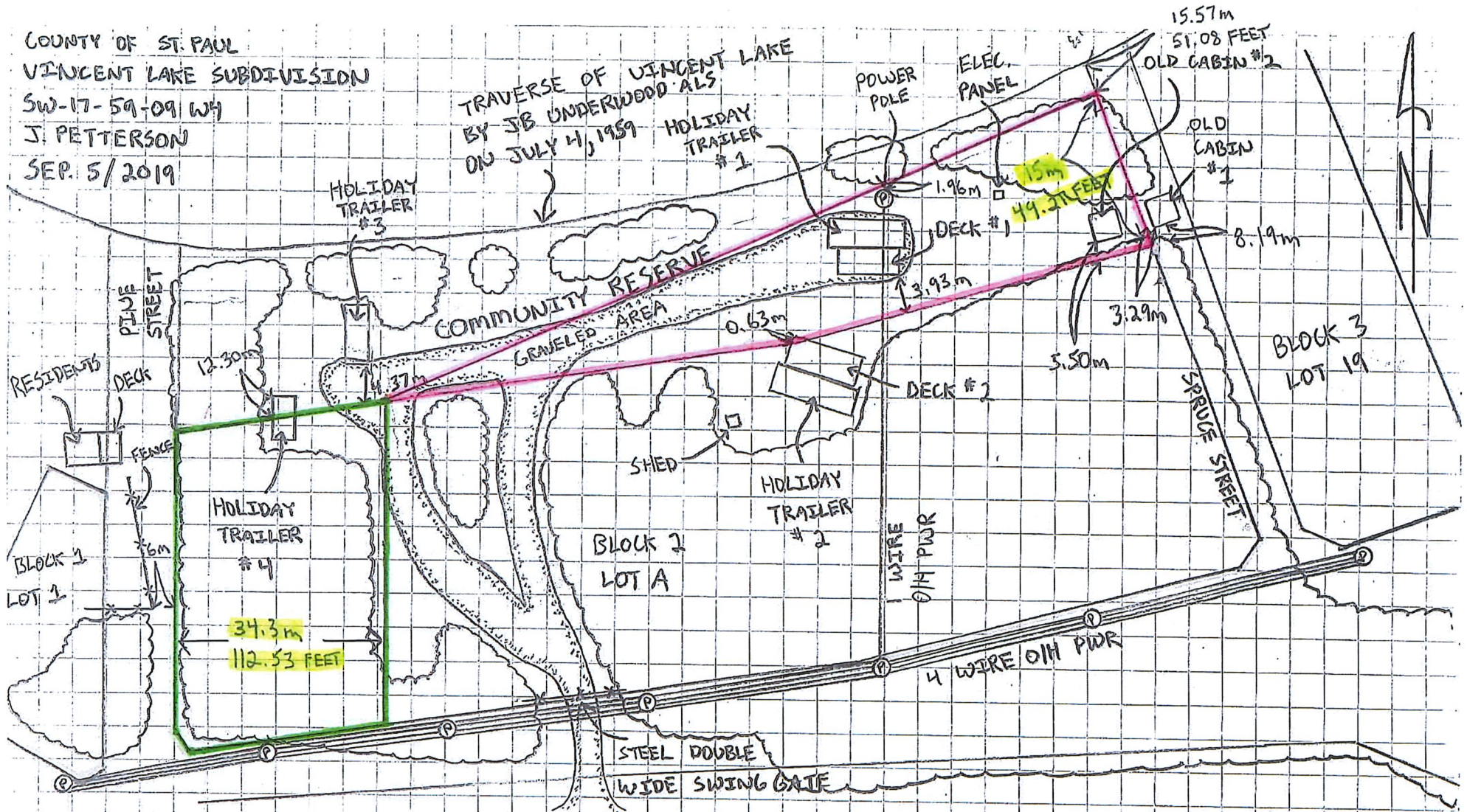
Uphold Policy DEV-93.

Recommendation

Administration is recommending to proceed with Option 1 to exchange .354 acres on Lot R, Block 2, Plan 527MC with the owner of Lot A, Block 2, Plan 527MC, and that the landowner be responsible for all applicable costs.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL
VINCENT LAKE SUBDIVISION
SW-17-59-09 W4
J. PETTERSON
SEP. 5/2019



ROAD PLAN 6973 KS (PAVED)

LOT A TRESPASSES

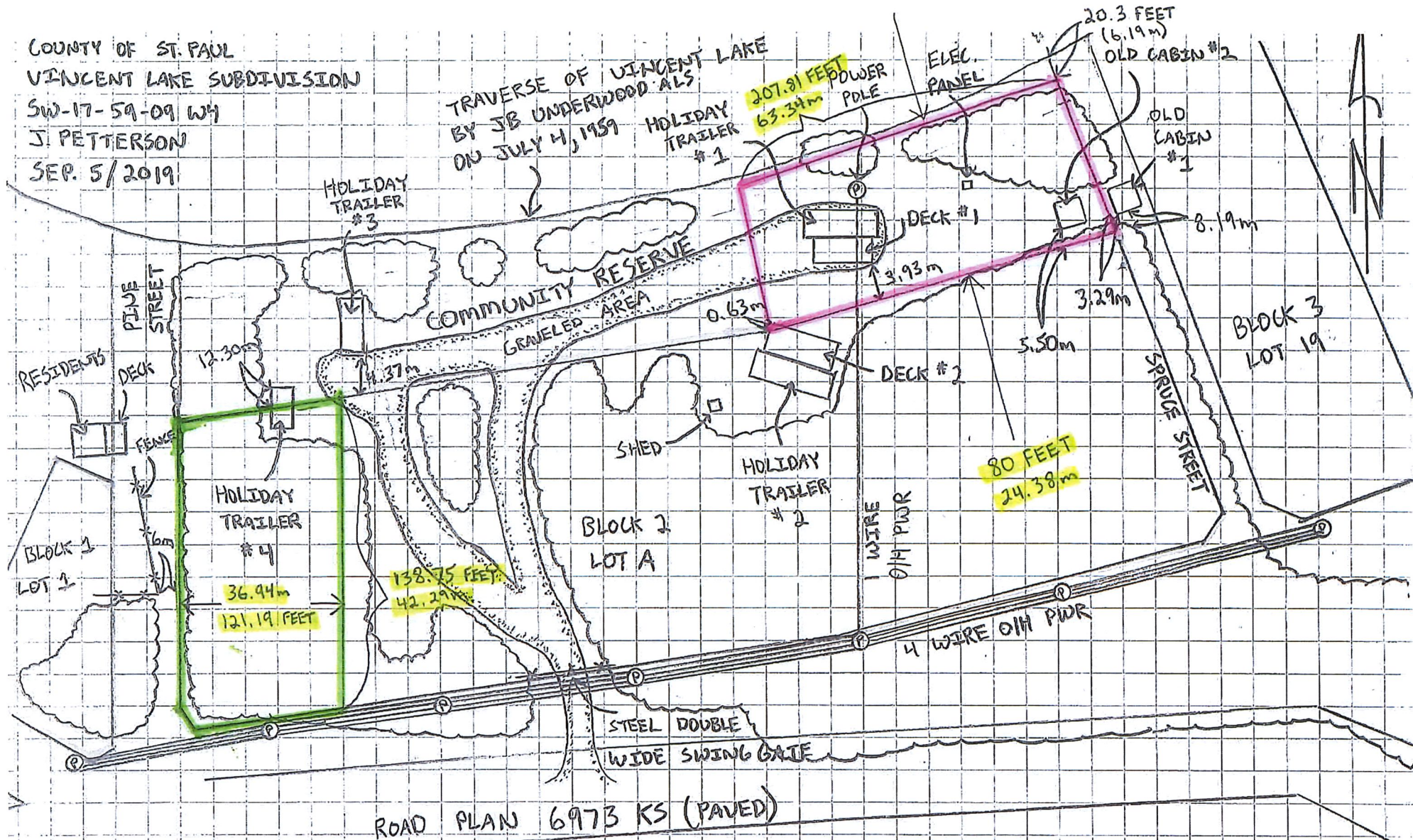
AREA HIGHLIGHTED PINK IS PROPOSED NEW LOT (0.354 acres)

AREA HIGHLIGHTED GREEN IS PROPOSED
NEW COMMUNITY RESERVE (0.354 acres)

OLD CABIN #1 = 3.29m
OLD CABIN #2 = 5.50m
DECK #1 = 3.93m
DECK #2 = 0.63m

HOLIDAY TRAILER #3 = 4.37m
HOLIDAY TRAILER #4 = 12.30m

COUNTY OF ST. PAUL
VINCENT LAKE SUBDIVISION
SW-17-59-09 W4
J. PETTERSON
SEP. 5/2019



AREA HIGHLIGHTED PINK IS PROPOSED NEW LOT (0.382 acres)

AREA HIGHLIGHTED GREEN IS PROPOSED

NEW COMMUNITY RESERVE (0.382 acres)

LOT A TRESPASSES

OLD CABIN #1 = 3.29m

OLD CABIN #2 = 5.50m

DECK #1 = 3.93m

DECK #2 = 0.63m

HOLIDAY TRAILER #3 = 4.37m

HOLIDAY TRAILER #4 = 12.30m



Request for Decision

Council Meeting: December 10, 2019

6.3 Town of St. Paul Recreation Board Member at Large

Request

At the November 12 Council Meeting, Council made a motion to appoint Danny Weinmeier to replace Leo deMoissac as the member at large on the St. Paul Recreation Board. Following his appointment, administration was informed that the new Board member at large must also be a member of the St. Paul and District Ag Society. The St. Paul Ag Society has put Andre Chamberland's name forward to fill the vacancy and complete the last two years remaining in the term, until 2021.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration

Town of St. Paul Parks and Recreation Bylaw 1245, Section B – Board Membership

The Board shall consist of ten (10) members.

Two members of Town Council, Two members of County Council;

Four (4) members-at-large from the Town of St. Paul

Two (2) members-at-large from the County of St. Paul No. 19,

Of the six (6) members appointed from the community at large, one (1) member must be a representative of the St. Paul & District Ag Society.

Alternatives

Recommendation

Motion to rescind motion CM20191112.1046 to appoint Danny Weinmeier as a member at large on the Town of St. Paul Recreation Board, for the remainder of the four-year term.

Administration is recommending appointing Andre Chamberland as the member at large to the Town of St. Paul Recreation Board for the remainder of the four-year term, until 2021.

Submitted by: Phyllis Corbiere, Executive Assistant



St. Paul Agricultural Society

Box 1203 St. Paul, AB T0A 3A0

Ph: 780-645-4373 Fax: 780-645-2989

Website: stpaulagsociety.com

Email: agsociet@telus.net

Nov 30, 2019

County of St. Paul
Attention: Tim Mahdiuk
5015 – 49 ave
St. Paul, AB
T0A 3A4

Dear Tim,

It is with great regret that we have accepted the resignation of Leo deMoissac as our representative on the St. Paul Parks & Rec Board.

We are therefore submitting the name of county resident **André Chamberland** to fill the vacancy and complete the last two remaining years of Leo's term, until 2021. We kindly ask that this be brought to Council's attention for acceptance at the next Council meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Drolet'.

Doug Drolet
President, St. Paul Ag. Society

cc. Kim Heyman, CAO Town of St. Paul
Harvey Smyl, Rec Director, Town of St. Paul



Request for Decision

Council Meeting: December 10, 2019

7.1 11:00 am – Public Hearing - 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 November 12, 2019 regular council meeting, Council gave first reading to Bylaw 2019-26 which would allot for the creation of a 50.08 acre parcel within Lot 1, Block 1, Plan 1922940.

As per section 606 of the MGA, Bylaw 2019-26 was advertised in the St. Paul Journal on November 26, 2019 and December 3, 2019.

Alternatives

As per section 230(1) of the MGA, following the public hearing, Council may –

Give second and third 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.

Defeat Bylaw 2019-26 at second reading, for the request to amend the Municipal Development Plan by upholding Bylaw 2013-51.



Recommendation

Proceed to Public Hearing scheduled for 11:00 am to gain public input regarding Bylaw 2019-26.

As per the direction of Council.

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 12th day of November A.D. 2019.

Advertised in the St. Paul Journal the weeks of November 26, 2019 and December 3, 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: December 10, 2019

7.2 11:15 am – Public Hearing - 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 November 12, 2019 regular council meeting, Council gave first reading to Bylaw 2019-27 which would allot for the creation of a 50.08 acre parcel within Lot 1, Block 1, Plan 1922940.

As per section 606 of the MGA, Bylaw 2019-27 was advertised in the St. Paul Journal on November 26, 2019 and December 3, 2019.

Alternatives

As per section 230(1) of the MGA, following the public hearing, Council may –

Give second and third readings 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.

Defeat Bylaw 2019-27 at second reading, for the request to amend the Land Use Bylaw by upholding Bylaw 2013-50.



Recommendation

Proceed to Public Hearing scheduled for 11:15 am to gain public input regarding Bylaw 2019-27.

As per the direction of Council.

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 November 26, 2019 and December 3, 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: December 10, 2019

7.3 11:30 a.m. – MS Society, Brenda Rosychuk

Request

Brenda Rosychuk, with the MS Society of Canada – Lakeland Region, will be in to speak with Council about their annual Lakeland Jayman Built MS Walk which takes place the second weekend of May. The first Walk was held in May 2008 and has raised over \$1,745,000 for MS over the past 12 years.

Brenda will speak with Council about the Sponsorship Opportunity that they have designed for the County of St. Paul.

In 2019 Council provided the MS Society with a \$1,000 grant in support of their walk.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere



A SPONSORSHIP PROPOSAL FOR

County of St. Paul

Corporate Sponsor of the Jayman BUILT MS Walk

Presented to: County of St. Paul Council

Presented by: Brenda Rosychuk, MS Society of Canada – Lakeland Region

Date: December 10, 2019

Introduction/Summary

Thank you so much for your participation and dedication to the Lakeland MS Society. We are excited to present this partnership opportunity to the County of St. Paul. This partnership proposal has been custom designed for your company based on our past partnership. We look forward to reviewing this opportunity and further customizing so we can specifically meet the goals and objectives of your company.

The Lakeland Jayman BUILT MS Walk is held in St. Paul on the Saturday of Mother's Day weekend each year. This annual event is the primary fundraising event of the year for the Lakeland MS Region. The funds raised through the Lakeland Jayman BUILT MS Walk are used for national research to find a cure to END MS and to help enhance the quality of life of those affected by multiple sclerosis in our area. The first Lakeland Jayman BUILT MS Walk was held in May 2008 and has raised over \$1,745,000 for multiple sclerosis over these past twelve years.

The following proposal has been custom designed for County of St. Paul and we look forward to the opportunity of working together to fine-tune it to fit your needs.

The Opportunity – Corporate Sponsor

The Lakeland Jayman Built MS Walk takes place in St. Paul on the Saturday of Mother's Day weekend each year. It is a day that brings the Lakeland community together in a collective show of support in the fight against MS. Funds raised through this signature fundraising event play a critical role in fueling MS Society programs and services across the Lakeland for individuals & families touched by MS, and support Canadian MS research into a cause and cure, giving *hope* for a future without multiple sclerosis. The Lakeland MS Walk features 2, 5, and 10km Walk options.

As a **Corporate Sponsor** of the 2020 Lakeland Jayman BUILT MS Walk, County of St. Paul will receive the following opportunities and benefits:

1. County of St. Paul will be verbally thanked by emcee and recognized as a Corporate **Sponsor**.
2. Logo will be reflected in all MS Society produced marketing and print collateral including:
 - a. Participant t-shirts – logo will be prominently placed on the back of all Lakeland Jayman BUILT MS Walk t-shirts.
 - b. Posters
3. Support the County of St. Paul Walk team, using dedicated Team MS staff resources.
4. County of St. Paul will have the opportunity to place a banner at the Walk site
5. County of St. Paul will have the opportunity to have their business displayed on Facebook once through January – May 2020. County of St. Paul and the Lakeland MS Society will collaborate on content.

The Investment

In exchange for the aforementioned sponsorship opportunities and benefits, County of St. Paul's investment will be as follows:

Your Investment: \$1000.00 cash sponsorship

Investment to be paid in full within 90 days of signing Agreement. An invoice will be issued.

Accepted for County of St. Paul

Date

Accepted for MS Society

Date



Request for Decision

Council Meeting: December 10, 2019

7.4 11:45 am – St. Paul BMX Skate Park

Request

Daniel Reid, Representing the St. Paul Skatepark Initiative, will make a presentation to Council regarding the status of the Park in its Construction and update on the funds required for completion of the Skate Park.

Objective: To be 100% ready to pay all contracts and services rendered for the Skate Park Construction.

The St. Paul BMX & Skate Park Initiative is requesting an interim loan in the amount of 145,000.00. The Initiative has many potential donors and committed donors pending for payment. The Skate Park Society will continue to fundraise with the full focus on receiving all the remaining funds through donations and grants.

This same request will be presented to the Town of St. Paul Council on December 9th.

If Council considers loaning the St. Paul BMX & Skate Park money to provide interim funding, a loan bylaw is needed and requires advertising and opportunity for public comment.

Alternatives

To consider the approval of first reading for a Loan Bylaw.

To deny the request for a loan.

Recommendation

Administration is recommending to consider the approval of first reading for a Loan Bylaw.

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 10, 2019

8.1 2020 Interim Municipal Budget

Request

The Interim Operating and Capital Budget estimated numbers for 2020 are as follows:

Operating and Capital Revenues	\$ 34,570,653
Debenture & Funding from Restricted Surplus	\$ 6,667,466
Operations Expenditures	\$ 28,043,438
Replacement Reserves	\$ 256,000
Debenture Repayment	\$ 801,324
Capital Expenditures	\$ 12,105,878
Surplus	\$ 31,479

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration

Section 242(2) of the M.G.A. states that Council may adopt an interim operating budget for part of a calendar year. As per Section 242(3) the interim operating budget will cease to have effect when the operating budget for the calendar year is adopted.

Alternatives

Recommendation

Administration is recommending to approve the interim budget for the year 2020, as per section 242(2) of the MGA:

Operating and Capital Revenues	\$ 34,570,653
Debenture & Funding from Restricted Surplus	\$ 6,667,466
Operations Expenditures	\$ 28,043,438
Replacement Reserves	\$ 256,000
Debenture Repayment	\$ 801,324
Capital Expenditures	\$ 12,105,878
Surplus	\$ 31,479

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 10, 2019

8.2 2020 County Library Board Budget

Request

The 2020 Library Board budget has been approved by the County Library Board, see attached.

Funding provided to the library board in 2019 was \$133,954.82, \$37,303 of which was MSI Funding. \$133,954.82 is \$20.71 per capita.

The County Library Board is not requesting an increase in their budget for 2020.

Budget/Financial - \$133,954.82

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Recommendation

Based on preliminary budget, administration is recommending approving the County Library Board's request for funding in the amount of \$133,954.82.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19 LIBRARY BOARD BUDGET 2020						
					2020	2019
Cash on Hand					32,508.36	12,221.86
Provincial Grant Forthcoming-Balance					17,116.00	
					49,624.36	
Less 2019 Allocation Balances:					7,501.77	3,706.04
Less 2019 NLLS Levy					33,310.20	
Less Expenses to Year End					3,300.00	3,100.00
					5,512.39	5,415.82
Projected Revenue						
County of St. Paul Grant-MSI Operating Grant					37,303.00	37,303.00
County of St. Paul Grant-Additional Funding					15,000.00	15,000.00
Proposed Funding 2020					81,651.82	81,651.82
					133,954.82	133,954.82
Provincial Grant					34,232.00	34,232.00
G.S.T. Refund					1,000.00	1,000.00
Interest					15.00	15.00
					174,714.21	174,617.64
Expenses Paid Out						
Northern Lights Membership					34,021.68	33,310.20
(\$5.26 Per Capita @ 6,468 Population Count)						
Service Agreements:						
Elk Point					47,000.00	45,000.00
St. Paul					47,000.00	47,000.00
Allocation Funds:						
Ashmont					10,000.00	10,000.00
Mallaig					10,000.00	10,000.00
ALTA Membership					150.00	150.00
Bank Charge					50.00	50.00
Board Conference					10,000.00	10,000.00
Board Meetings					11,000.00	11,000.00
Security Monitoring					500.00	900.00
Office Supplies					150.00	150.00
Staff Training/Travel					1,000.00	1,000.00
GST					1,000.00	1,000.00
Advertising					0.00	500.00
Total Projected Expenses					171,871.68	170,060.20
Balance of Budget Remaining					2,842.53	4,557.44



Request for Decision

Council Meeting: December 10, 2019

8.3 Northern Lights Library System Request for Levy Increase

Request

At the November 12 Council Meeting, Council denied the request from the Northern Lights Library System for a 2% increase to \$5.26 per capita.

The Northern Lights Library System Board has now approved their 2020 budget with a 1.5% levy increase to \$5.23 per capita. For the increase to come into effect, the NLLS agreement must be amended, which requires written notification from 2/3 of the Parties to the Agreement.

The rates for the Northern Lights Library System since 2010 are as follows:

- | | |
|------------------------------|--------------------------|
| • 2010 - \$4.09 per capita | 2015 - \$5.07 per capita |
| • 2011 - \$4.33 per capita | 2016 - No increase |
| • 2012 - \$4.55 per capita | 2017 - No increase |
| • 2013 - \$4.78 per capita | 2018 – No Increase |
| • 2014 - \$4.8756 per capita | 2019 - \$5.15 per capita |

Budget/Financial - \$517.44 increase in contribution to NLLS.

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Approve the request for a 1.5% increase.

Deny the request for a 1.5% increase.

Recommendation

Administration is recommending approving the request from the Northern Lights Library System for a 1.5% levy increase to \$5.23 per capita.

Submitted by: Phyllis Corbiere, Executive Assistant



5616 – 48 Street, Postal Bag 8, Elk Point, Alberta T0A 1A0
Tel (780) 724-2596 Fax (780) 724-2596 info@nlls.ab.ca

December 2, 2019

Mr. Tim Mahdiuk
County of St. Paul No. 19
5015 49 Ave
St. Paul, AB
T0A 3A4
tmahdiuk@county.stpaul.ab.ca

Dear Mr. Mahdiuk,

At the Nov 23, 2019 meeting, the Northern Lights Library System Board approved the 2020 budget. The budget includes 1.5% levy increase for Municipalities and/or their Library Boards. Levies will be based on the 2018 population as per the Alberta Government website.

2020 Levies:

\$5.23 per capita	Municipality
\$10.46 per capita	Municipality without Library Board

The total levy for 2020 equals **\$33,827.64** from the County of St. Paul. (6468 x \$5.23)
(2019 was \$33,310.20 an increase of \$517.44)

Please send above required correspondence back to NLLS by Dec 31, 2019.

If you have any questions, you may contact your Northern Lights Library Board member representative. A copy of the budget is available from your Northern Lights Library Board member representative. Invoice to follow.

Regards,

Vicky Lefebvre
Chairman
Northern Lights Library System Board

Julie Walker
Executive Director
Northern Lights Library System



Request for Decision

Council Meeting: December 10, 2019

8.4 Elk Point Economic Development Committee Request

Request

The Elk Point Economic Development Committee has drafted their 2020 budget with an aim to bring in speakers, attract new business, etc. At a recent meeting, they requested the County to contribute \$5,000 towards their 2020 budget to assist with their plans and strategies. Councillor Wirsta has requested that this be brought forward as an item to be considered in our 2020 final budget.

In reviewing this request, we noticed that this committee appointment was missed during the Organizational Meeting held in October. Councillor Wirsta was appointed in January 2019 to this committee for the calendar year. We would be looking for a motion to re-appoint him to this committee for the 2020 year and will be adding this committee to our list for the next Organizational meeting.

Budget/Financial - \$5,000

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Refer to final budget.

Provide funds from 2019 for the Town of Elk Point to allocate to their 2020 budget.

Deny the request.

Recommendation

Administration is recommending that this amount be included in our 2020 final budget.

Motion to appoint Councillor Wirsta to the Elk Point Economic Development Committee for the 2020 year.

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 10, 2019

8.5 Reserves for Riverview Sewer

Request

In 2019, \$125,000 was put into the budget to allocate funds to replace the sewer lines in Riverview with private sewage holding tanks. During 2019, several meetings were held with residents of Riverview to discuss the situation and options for replacement of these lines. No decision was made to proceed. Administration would like to ensure these funds are available for future use and is requesting Council to transfer these funds to our Operating Reserve in order to use them in 2020 should the project move forward.

Alternatives

Transfer funds from 2019 budget into reserves making them available for future use.

Do not transfer funds to reserve and require additional budget dollars in future years to complete this project.

Recommendation

Administration is recommending to transfer \$125,000 from the 2019 budget into Future Operating Reserve.

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 10, 2019

8.6 Elk Point Recreation Grant Funding

Request

During the 2019 budgeting process, Council allocated \$75,000 for Elk Point Recreation Grants.

In August Council approved the work to be done at the CG Baker Arena, which amounted to \$17,200.

Budget/Financial - \$57,800 to be paid from Elk Point Grant Account

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Recommendation

The local Councillors have recommended allocating the Elk Point Recreation Grants funding as follows:

- \$15,000 – Elk Point Curling Club
- \$30,000 – A.G. Ross Arena
- \$ 7,800 – C.G. Baker Arena
- \$ 5,000 – to be deferred to 2020

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 10, 2019

8.7 2019 MSI Allocation for Recreational Facilities Grants

Request

The proposed breakdown for the allocation of the 2019 Recreational Facilities Grants is attached.

A summary of the information provided by the community associations will be forwarded under separate cover. The percentage figure indicates how much of their utilities and insurance costs are covered by their grant.

Budget/Financial - \$110,630

Legislation/Bylaw/Policy Consideration

Section A, Policy ADM-118 – Distribution of annual operating grants will be at the discretion of Council.

Alternatives

Recommendation

Administration is recommending approving the allocation of the 2019 Recreational Facilities Grant as per the attachment.

Submitted by: Phyllis Corbiere, Executive Assistant

2019 Recreational Facilities Grant

Ashmont Legion	\$2,400
Ashmont Seniors Club	\$2,400
Boscombe Community Hall	\$4,600
Camp Whitney Society	\$2,400
Cork Hall Association	\$2,400
Ferguson Flats Association	\$2,400
Frog Lake Community Club	\$2,400
Haying in the 30's	\$2,400
Heinsburg Community Club	\$4,600
Lac Sante Family Rec. Society	\$1,500
Mallaig & District Museum	\$2,400
Mallaig & District Seniors	\$4,600
Mallaig Chamber of Commerce	\$2,400
Mallaig Legion	\$4,600
McRae Recreation Centre	\$2,400
St. Lina Senior Dew Drop Inn Club	\$2,400
St. Vincent Recreation Centre	\$2,400
Sugden Community Centre	\$2,400
 Riverview Seniors	 \$730
 Ashmont Ag Society	 \$4,000
Elk Point Ag Society - A.G. Ross Arena	\$12,500
Elk Point Ag Society - Livestock Div.	\$3,000
Lac Bellevue Rec. & Ag. Society	\$4,500
Mallaig & District Ag Society	\$14,500
St. Lina Ag Society	\$3,000
St. Paul and District Ag Society	\$10,000
Stoney Lake Community Association	\$7,300
	\$110,630



Request for Decision

Council Meeting: December 10, 2019

8.8 FCM Rural Alberta Reception Proposal

Request

Reeve Upham received the attached letter from the Deputy Mayor Neal Comeau of Sturgeon County requesting consideration for funding of a reception that would take place at the 2020 FCM Convention in Toronto. This reception would be focused on highlighting the Alberta economy both non-renewable resources as well as our work in renewable resources. Deputy Mayor Comeau proposes that the event would be a reception with food and drink for 400-500 people. Participating municipalities could provide a 1-2-minute video clip including key points about their municipality that would be played at the event. Anticipated costs of this event are estimated at \$100,000 - \$150,000 to be shared amongst the participating municipalities.

Budget/Financial – Between \$2,000 to \$,1000

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Support the proposed event. Note there would be additional cost to developing a video clip to be played at the event.

Deny the request to support the proposed event.

Recommendation

Council to consider if they will provide support for the reception during FCM Convention.

Submitted by: Sheila Kitz, CAO

November 28, 2019

To whom it may concern;

Recently at RMA, some fellow municipal colleagues and I were conversing in regard to the upcoming FCM conference in Toronto. There has been a growing sentiment of disconnect between the western provinces (Alberta specific) and the rest of Canada. The principal idea is to have an Alberta reception at FCM where we can inform and educate what we, as a province, have to offer the country as a whole.

The role of rural and urban municipalities in Canada is to work together. With this reception, we can work towards changing the current narrative and bridge the gap moving forward. The aim is not to be confrontational but to inform the rest of the country that we are more than just "dirty oil". Furthermore, it is important to highlight our non-renewable resources (oil & gas, sand & gravel, coal, etc.) along with the importance of renewables (wind, solar, bio-fuels, waste energy, etc.) in the Alberta economy. With this collaboration within the province, we can build further relationships inter-provincially and nationwide.

This email is to gauge interest provincially on working together to further the best interests of the province and the country as a whole.

A basic outline and cost of the proposal is as follows:

- 1) Reception with food and drinks for approximately 400-500 people.
- 2) Each participating municipality has the option of providing a 1-2 minute video loop to be played at the reception.
- key points that are important to your municipality i.e. history, economic drivers, tourism, etc.
- 3) Basic cost estimate is \$100,000 - \$150,000
- 4) Possible door prizes to be purchased from the funding model.
- 5) Financial ask for your municipality ranging from \$2,000-\$10,000 per municipality with the realization that some municipalities are able to secure more funding than others from their budgets.

With a short timeline ahead of us, your early thoughts and input on this proposal would be appreciated. Can you also please share this information with your councils and surrounding municipalities if their names do not appear on this initial email.

Thank you!

Sincerely,

Neal Comeau
Deputy Mayor, Sturgeon County
587-986-5035
ncomeau@sturgeoncounty.ca



Request for Decision

Council Meeting: December 10, 2019

8.9 Bylaw 2019-25-County of Vermilion River–County of St. Paul ICF

Request

Bylaw No. 2019-25, the County of Vermilion River – 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 2019-25, the County of Vermilion River – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-25.

Motion to present Bylaw 2019-25 for third reading.

Motion to give third reading to Bylaw 2019-25.

Submitted by: Kyle Attanasio, Director of Corporate Services

BYLAW 2019-25

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 VERMILION RIVER

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 Vermilion River share a common border; and

Whereas, the County of St. Paul No. 19 and the County of Vermilion River 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 Vermilion River – 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 Vermilion River and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-25 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 Vermilion River

And

County of St. Paul No. 19

Approved: November 12th, 2019

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

WHEREAS, County of Vermilion River 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 County of Vermilion River 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 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 County of Vermilion River and County of Vermilion River 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 County of Vermilion River and County of St. Paul No. 19 dated 1 January 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 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 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 43.90% and the County of Vermilion River would be 56.10%, 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 Vermilion River to:

**County of Vermilion River
c/o Chief Administrative Officer
P.O. Box 69
Kitscoty, AB T0B 2P0**

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 VERMILION RIVER

COUNTY OF ST. PAUL NO. 19

Reeve

Reeve

Chief Administrative Officer

Chief Administrative Officer

Bylaw Number: _____

Bylaw Number: 2019-25



Request for Decision

Council Meeting: December 10, 2019

8.10 Board Member for ICF Committee with the County of Vermilion River

Request

Following approval of the Intermunicipal Collaboration Framework with the County of Vermilion River, we will require a motion to appoint a Council member and the CAO to the ICF Committee. 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.

Budget/Financial – N/A

Legislation/Bylaw/Policy Considerations – Bylaw 2019-25 County of Vermilion River County of St. Paul ICF

Alternatives

Recommendation

Motion to appoint Councillor Darrell Younghans and CAO Sheila Kitz to the ICF Committee with the County of Vermilion River.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 10, 2019

8.11 Bylaw 2019-29 – Town of St. Paul – County of St. Paul ICF

Request

Bylaw No. 2019-29, the Town of St. Paul – 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 2019-29, the Town of St. Paul – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-29.

Motion to present Bylaw 2019-29 for third reading.

Motion to give third reading to Bylaw 2019-29.

Submitted by: Tim Mahdiuk, Director of Community Services

BYLAW 2019-29

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

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 Town of St. Paul share a common border; and

Whereas, the County of St. Paul No. 19 and the Town of St. Paul 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 Town of St. Paul – 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 Town of St. Paul and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-29 comes into effect upon the final date of passing thereof.

Read a first time in Council this 10th day of December A.D. 2019.

Read a second time in Council this 10th day of December A.D. 2019.

Read a third time in Council and duly passed this 10th day of December A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

8.12 Bylaw 2019-30 – Town of Elk Point – County of St. Paul ICF

Request

Bylaw No. 2019-30, the Town of Elk Point – 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 2019-30, the Town of Elk Point – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-30.

Motion to present Bylaw 2019-30 for third reading.

Motion to give third reading to Bylaw 2019-30.

Submitted by: Tim Mahdiuk, Director of Community Services

BYLAW 2019-30

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

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 Town of Elk Point share a common border; and

Whereas, the County of St. Paul No. 19 and the Town of Elk Point 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 Town of Elk Point – 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 Town of Elk Point and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-30 comes into effect upon the final date of passing thereof.

Read a first time in Council this 10th day of December A.D. 2019.

Read a second time in Council this 10th day of December A.D. 2019.

Read a third time in Council and duly passed this 10th day of December A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

8.13 Bylaw 2019-31 – Summer Village of Horseshoe Bay – County of St. Paul ICF

Request

Bylaw No. 2019-31, the Summer Village of Horseshoe Bay – 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 2019-31, the Summer Village of Horseshoe Bay – County of St. Paul No. 19 Inter-municipal Collaboration Framework Bylaw.

Motion to give second reading to Bylaw 2019-31.

Motion to present Bylaw 2019-31 for third reading.

Motion to give third reading to Bylaw 2019-31.

Submitted by: Tim Mahdiuk, Director of Community Services

BYLAW 2019-31

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

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 Summer Village of Horseshoe Bay share a common border; and

Whereas, the County of St. Paul No. 19 and the Summer Village of Horseshoe Bay 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 Summer Village of Horseshoe Bay – 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 Summer Village of Horseshoe Bay and the County of St. Paul No.19 Intermunicipal Collaboration Framework is hereby adopted.
2. Bylaw 2019-31 comes into effect upon the final date of passing thereof.

Read a first time in Council this 10th day of December A.D. 2019.

Read a second time in Council this 10th day of December A.D. 2019.

Read a third time in Council and duly passed this 10th day of December A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

8.14 Board Members for Urban Intermunicipal Collaboration Framework Committees

Request

Following approval of the Urban 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 shall meet annually to review the ICF, including Article 7 to ensure all services and intermunicipal agreements are listed and accurate, and all agreement terms are updated. It is further agreed that upon request be either Party, the Committee shall also meet.

Alternatives

Recommendation

Motion to appoint Councillor Laurent Amyotte, Councillor Dale Hedrick and CAO Sheila Kitz to the ICF Committee with the Summer Village of Horseshoe Bay.

Motion to appoint Councillor Kevin Wirsta, Councillor Darrell Younghans and CAO Sheila Kitz to the ICF Committee with the Town of Elk Point.

Motion to appoint Councillor Maxine Fodness, Councillor Cliff Martin and CAO Sheila Kitz to the ICF Committee with the Town of St. Paul.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 10, 2019

8.15 Bylaw 2019-32 – Borrowing Bylaw – Master Card Account

Request

Bylaw 2019-32, Borrowing Bylaw, is being presented to Council to authorize borrowings of up to Forty Thousand Dollars (\$40,000) from the Servus Credit Union to finance the Master Card Account for the financial year commencing January 2020.

Each card issued will be assigned a credit limit within the \$40,000 limit as per Section 3 of Credit Card Policy ADM-77.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration – Section 251(1) of the MGA - a Municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw.

Alternatives

Recommendation

To give first reading to Bylaw 2019-32, Master Card Borrowing Bylaw,

To give second reading to Bylaw 2019-32.

To present Bylaw 2019-32 for third reading.

To give third reading to Bylaw 2019-32.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW NO. 2019-32

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA FOR BORROWING FOR CURRENT EXPENDITURES, BEING THE MASERCARD.

Whereas, the Council of the County of St. Paul No. 19 (hereafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money from time to time to meet current expenditures for the County of St. Paul Master Card Account for its financial year commencing **January 1, 2020**.

Now Therefore, pursuant to the provisions of the Municipal Government Act and/or the County Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation do borrow from Servus Credit Union Ltd., (hereafter called "Servus Credit Union") sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation in the said financial year, provided that the total principal amount owed to Servus Credit Union at any one time hereunder shall not exceed the sum of **FOURTY THOUSAND DOLLARS (\$40,000.00)**.
2. The Reeve and Chief Administrative Officer are hereby authorized for and on behalf of the Corporation:
 - (a) to apply to Servus Credit Union for the aforesaid loan to the Corporation; and
 - (b) to obtain advance of monies from Servus Credit Union in the said financial year through use of the Servus Credit Union Master Card, on a revolving basis; and
 - (c) to execute on behalf of the Corporation such bills, debentures, promissory notes or similar forms of obligation as Servus Credit Union may require as evidence of and security for all sums borrowed hereunder;and each document executed as foresaid shall be valid and binding upon the Corporation according to its tenor, and Servus Credit Union shall never be bound to inquire whether such officers are observing the limitations on their authority as set forth in this Bylaw.
3. Notwithstanding the foregoing, the Reeve and Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowings of the Corporation such that all amounts borrowed and outstanding by the Corporation at any one time to Servus Credit Union and to all other persons, firms and corporations shall not exceed the amount of the taxes levied or estimated to be levied by the Corporation for the said financial year.
4. All sums borrowed as aforesaid or so much thereof as from time to time remain unpaid shall bear interest at a rate as prescribed by Master Card and such interest shall be calculated and due and payable monthly.
5. All sums authorized to be borrowed hereunder, including interest, shall be due and payable in full no later than December 31st of the said financial year, unless hereafter extended by authority of the Council of the Corporation.

6. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favor of Servus Credit Union the whole of the taxes levied or to be levied by the Corporation, requisitions made or to be made by the Corporation and all other money due or accruing due to the Corporation, and the Reeve and Chief Administrative Officer of the Corporation are hereby authorized on behalf and in the name of the Corporation to execute and deliver to Servus Credit Union such security documents as Servus Credit Union may require in relation to the foregoing charge. The said charge shall be collateral to the obligation of the Corporation to repay with interest all sums borrowed from Servus Credit Union and Servus Credit Union shall not be bound to recover any such taxes, requisitions or other monies before being entitled to payment from the Corporation.

7. In the event the Council of the Corporation decides to extend the said sum and Servus Credit Union is prepared to extend the said loan, any renewal or extended bill, debenture, promissory note or other obligation executed by the officers designated in paragraph 2 hereof and delivered to Servus Credit Union shall be valid and conclusive proof as against the Corporation of the decision to extend the loan in accordance with the terms of such renewal or extension bill, debenture, promissory note or other obligation, and Servus Credit Union shall not be bound to inquire into the authority of such officers to execute and delivery any such renewal or extension document.

8. Bylaw No. 2018-23 is hereby repealed

9. This Bylaw comes into force on the final passing thereof.

CERTIFICATE

We Hereby Certify that the foregoing Bylaw was duly passed and enacted by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the **10th DAY OF DECEMBER 2019** at which a quorum was present, as entered in the minutes of the said Council, and the said Bylaw is in full force and effect.

WITNESS our hands and the seal of the Corporation this 10th day of December 2019.

Read a first time in Council this 10th day of December, A.D. 2019.

Read a second time in Council this 10th day of December, A.D. 2019.

Read a third time in Council this 10th day of December, A.D. 2019 and duly passed this 10th day of December, A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

8.16 County Credit Cards

Request

We require a motion to approve Phyllis Corbiere, Janice Fodchuk, Paul Perrier, and DD Skawronski for a County Credit card.

Budget/Financial – expenditures are within Bylaw 2019-32.

Legislation/Bylaw/Policy Consideration

Section A1) of Credit Card Policy ADM-77 states that staff will be authorized to carry a County credit card annually by resolution of Council.

Alternatives

Recommendation

To approve Phyllis Corbiere, Janice Fodchuk, Paul Perrier and DD Skawronski for a County Credit Card for the 2020 calendar year, as per Policy ADM-77.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 10, 2019

8.17 Bylaw 2019-34 – Elk Point Regional Allied Arts Loan Guarantee

Request

Since 2008 the Town of Elk Point and the County of St. Paul have guaranteed a line of credit on behalf of the Elk Point Regional Allied Arts Society. Administration has contact the Elk Point Regional Allied Arts and they have indicated that they still require this loan guarantee. This loan guarantee must be done through bylaw and is to be renewed annually.

Bylaw 2019-34 is being presented to Council to guarantee a loan and line of credit on behalf of the Elk Point Regional Allied Arts Society, jointly with the Town of Elk Point for the 2020 financial year.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration – Section 251(1) of the MGA - a Municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-34, Elk Point Regional Allied Arts Loan Guarantee for the financial year commencing January 1, 2020.

Motion to give second reading to Bylaw 2019-34.

Motion to present Bylaw 2019-34 at this meeting for third reading.

Motion to give third reading to Bylaw 2019-34.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW NO. 2019-34

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA FOR A LOAN GUARANTEE ON BEHALF OF THE ELK POINT REGIONAL ALLIED ARTS SOCIETY.

Whereas the County of St. Paul No. 19 agrees to guarantee a loan and line of credit on behalf of the Elk Point Regional Allied Arts Society (hereafter called the "Corporation") jointly with the Town of Elk Point. The Corporation considers it necessary to borrow certain sums of money from time to time to meet current expenditures of the Corporation for its financial year commencing **January 1, 2020**.

Now Therefore, pursuant to the provisions of the Municipal Government Act and/or the County Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation with the guarantee of the County of St. Paul No. 19 and the Town of Elk Point do borrow from Servus Credit Union sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation, provided that the total principal amount owed to Servus Credit Union at any one time hereunder shall not exceed the sum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.
2. Only Fifty percent (50%) of the money borrowed hereunder will become the responsibility of the County of St. Paul No. 19 and shall come from taxes collected for the current fiscal year and will be repaid to Servus Credit Union upon requisition from the Elk Point Regional Allied Arts Society.
3. Bylaw No. 2018-25 is hereby repealed.
4. This Bylaw comes into force on the final passing thereof.

We hereby certify that the foregoing Bylaw was duly passed and enacted by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the **10th day of December 2019** at which a quorum was present, as entered in the minutes of the said Council, and the said Bylaw is in full force and effect.

WITNESS our hands and the seal of the Corporation this 10th day of December 2019.

Read a first time in Council this 10th day of December, A.D. 2019.

Read a second time in Council this 10th day of December, A.D. 2019.

Read a third time in Council this 10th day of December, A.D. 2019 and duly passed this 10th day of December, A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

8.18 Bylaw 2019-33 – Borrowing Bylaw for Current Expenditures

Request

Borrowing Bylaw 2019-33 is being presented to Council to authorize borrowings of up to Seven Million Dollars (\$7,000,000) from the Servus Credit Union to finance the short-term operations of the County for the financial year commencing January 1, 2020. This bylaw must be approved annually.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration – Section 251(1) of the MGA - a Municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-33, Short Term Borrowing for Current Expenditures for the financial year commencing January 1, 2020

Motion to give second reading to Bylaw 2019-33.

Motion to present Bylaw 2019-33 at this meeting for third reading.

Motion to give third reading to Bylaw 2019-33.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW NO. 2019-33

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA FOR BORROWING FOR CURRENT EXPENDITURES

Whereas the Council of the County of St. Paul No. 19 (hereafter called the "Corporation") in the Province of Alberta considers it necessary to borrow certain sums of money from time to time to meet current expenditures of the Corporation for its financial year commencing **January 1, 2020**.

Now Therefore, pursuant to the provisions of the Municipal Government Act and/or the County Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation do borrow from Servus Credit Union Ltd., (hereafter called "Servus Credit Union") sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation in the said financial year, provided that the total principal amount owed to Servus Credit Union at any one time hereunder shall not exceed the sum of **SEVEN MILLION DOLLARS (\$7,000,000.00)**.

2. The Reeve and Chief Administrative Officer are hereby authorized for and on behalf of the Corporation:

(a) to apply to Servus Credit Union for the aforesaid loan to the Corporation; and

(b) to obtain advance of monies from Servus Credit Union in the said financial year by way of an overdraft on the Corporation's account at Servus Credit Union or pursuant to promissory notes or other evidence of indebtedness, as may be permitted or required by Servus Credit Union; and

(c) to execute on behalf of the Corporation such bills, debentures, promissory notes or similar forms of obligation as Servus Credit Union may require as evidence of and security for all sums borrowed hereunder;

and each document executed as foresaid shall be valid and binding upon the Corporation according to its tenor, and Servus Credit Union shall never be bound to inquire whether such officers are observing the limitations on their authority as set forth in this Bylaw.

3. Notwithstanding the foregoing, the Reeve and Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowings of the Corporation such that all amounts borrowed and outstanding by the Corporation at any one time to Servus Credit Union and to all other persons, firms and corporations shall not exceed the amount of the taxes levied or estimated to be levied by the Corporation for the said financial year.

4. All sums borrowed as aforesaid or so much thereof as from time to time remain unpaid shall bear interest at a rate per annum equal to the Prime Lending Rate established from time to time by Servus Credit Union and such interest shall be calculated and due and payable monthly.

5. All sums authorized to be borrowed hereunder, including interest, shall be due and payable in full no later than December 31st of the said financial year, unless hereafter extended by authority of the Council of the Corporation.

6. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favor of Servus Credit Union the whole of the taxes levied or to be levied by the Corporation, requisitions made or to be made by the Corporation and all other money due or accruing due to the Corporation, and the Reeve and Chief Administrative Officer of the Corporation are hereby authorized on behalf and in the name of the Corporation to execute and deliver to Servus Credit Union such security documents as Servus Credit Union may require in relation to the foregoing charge. The said charge shall be collateral to the obligation of the Corporation to repay with interest all sums borrowed from Servus Credit Union and Servus Credit Union shall not be bound to recover any such taxes, requisitions or other monies before being entitled to payment from the Corporation.

7. The repayment of the money borrowed hereunder shall come from taxes collected for the current fiscal year and will be repaid to the Servus Credit Union by June 30 of that year.

8. In the event the Council of the Corporation decides to extend the said sum and Servus Credit Union is prepared to extend the said loan, any renewal or extended bill, debenture, promissory note or other obligation executed by the officers designated in paragraph 2 hereof and delivered to Servus Credit Union shall be valid and conclusive proof as against the Corporation of the decision to extend the loan in accordance with the terms of such renewal or extension bill, debenture, promissory note or other obligation, and Servus Credit Union shall not be bound to inquire into the authority of such officers to execute and delivery any such renewal or extension document.

9. Bylaw No. 2018-24 is hereby repealed.

10. This Bylaw comes into force on the final passing thereof.

CERTIFICATE

We Hereby Certify that the foregoing Bylaw was duly passed and enacted by the Council of the Corporation therein mentioned at a duly and regularly constituted meeting thereof held on the **10th DAY OF DECEMBER 2019** at which a quorum was present, as entered in the minutes of the said Council, and the said Bylaw is in full force and effect.

WITNESS our hands and the seal of the Corporation this 10th day of December 2019.

Read a first time in Council this 10th day of December, A.D. 2019.

Read a second time in Council this 10th day of December, A.D. 2019.

Read a third time in Council this 10th day of December, A.D. 2019 and duly passed this 10th day of December, A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 10, 2019

8.19 2019-35 Fee Schedule Bylaw

Request

Bylaw 2019-35 is being presented to Council to update the current Fee Schedule Bylaw. This bylaw has been reviewed by all departments and proposed amendments are indicated in red.

Administration is recommending that the bin rental increases become effective February 1, 2020, to allow time to notify the residents of the increase.

Alternatives

Recommendation

To give first reading to Bylaw 2019-35, Fee Schedule Bylaw.

To give second reading to Bylaw 2019-35.

To present Bylaw 2019-35 for third and final reading.

To give third reading to Bylaw 2019-35.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW NO. 2019-35

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ESTABLISH A FEE SCHEDULE.

Whereas, pursuant to provisions of the Municipal Government Act, 2000, Chapter M-26 with amendments thereto it is deemed desirable to set fees for goods and services provided or made available by the County of St. Paul;

Whereas, the fees approved by this bylaw will replace existing fees in a number of bylaws; and

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

1. The Schedule of Fees attached to and forming Schedule “A” of this bylaw is adopted;
2. Schedule A to this bylaw will be reviewed by Council on an annual basis; and
3. The fees contained in the following bylaws are repealed and replaced by the fees approved by this bylaw:

Bylaw 1568 Records and Data Retrieval Bylaw

4. That Bylaw No. 2019-07 is hereby repealed.
5. This Bylaw comes into force and effect on the final passing thereof.

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

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

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

Reeve

Chief Administrative Officer

Schedule A

Administration 12

Credit Cards

Credit card acceptance fee 3%

Data Retrieval

Administration Fee	\$10 per 1/4 hour
Photocopying Fee	No charge for first 50 pages
	\$0.25/page for each additional page
Electronic Copy Fee	(Provided on CD or DVD) — \$5
Outside Retrieval Fee	Cost of retrieval + 10%

Election Deposit (cash)

\$100

NSF Cheque/NSF Direct Debit

\$20

Promotional Items (Shirts, Caps, Flags etc.)

Cost Recovery

Maps

County Land Ownership	\$15
Parcel Map 8.5"x11"	\$5 for non-owners
Parcel Map 11" x 17"	\$5 for non-owners
Parcel Map 18"x24"	\$10
Subdivision	\$0 for owners
Subdivision	\$5 for non-owners
Map Binder of all Subdivisions	\$75
Postage on Map Sales	\$13 \$17

Ortho Photo

8.5"x11"	\$10 for non-owner
11" x 17"	\$12 for non-owner
18" x 24"	\$12 for non-owner
No mass sales as per agreement	

Rural Address

Rural Address Binders	\$100
Rural Address Replacements Signs	Cost Recovery
Rural Address New Signs	\$0

Assessment & Taxation

Tax Certificates	\$20
Tax Searches	\$20
Re-print Tax Notices	\$10
GIS Annual Subscription - Realtors	\$250

Assessment Appeals- Residential	\$50
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Assessment Appeals- Non-Residential (refundable if Successful)	\$200
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Assessment Records to Landlord	\$0
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Assessment Records to Firms (per roll number)	\$20
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Tax Notifications

Registering Tax Notification	\$25
Discharge Tax Notification	\$0

Tax Recovery Process

Admin Fee	As per MGA 427(2)(d)
Final Acquisition	No Charge
Revival of Title	Cost
Tax Sale	\$50

County Office

Lower Level Board Room- ½ day	\$50
Lower Level Board Room -1 day	\$75

Access to Information (FOIP)

As per Freedom of Information &
Protection of Privacy Regulations

Fire 23

Fire

False Alarm	\$450
Base Fire Call for County Resident	\$450
Fire call with no fire permit	\$550 Moved to penalty bylaw

Rates as per Alberta Transportation fee schedule (April 1, 2018)

- Pumper trucks to include equipment costs, labor & materials \$615 per hour
- Rescue vehicles to include specialized equipment & materials. \$615 per hour.
- Command vehicles to include labor \$185 per hour

Fire Call for Motor Vehicle Accident on Provincial Highway within the County	As per Alberta Transportation Fee Schedule as listed above
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Fire Call for Motor Vehicle Accident on County Road	As per Alberta Transportation Fee Schedule as listed above
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Fire Call for Structural or Property	As per Alberta Transportation Fee Schedule as listed above
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Fire Call for the use of Heavy Equipment	As per Alberta Road Builders and Heavy Construction Association Equipment Rental Rates Guide
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Fire Call outside of County - No Mutual Aid Agreement	No Charge As per Alberta Transportation Fee Schedule as listed above
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Fire Call for Medical Assist	No Charge
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Deposit for Smoke Signs	\$100 / Deposit
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PW 32

Cemeteries

Interment Plots- 5'x10'	\$600
One Cremation in existing Plot	\$200
2 nd Interment in existing Plot	\$300

Cremation Plots	
5'x10'	\$600
2 nd interment in same plot	\$200
Newborn/Infant Plots	\$200
Disinterment	\$600
<u>Snow Plow Flags</u>	\$25 - one-time plow
<u>Gravel- Private Sales</u>	\$15/ yd delivered - max 20 cubic yds/ rural address or approved development permit
	\$10/yd self-haul - max 20 cubic yds Hauled directly from a Gravel Pit
	\$15 /yd self-haul – max 20 cubic yds Hauled from County yard
<u>Custom Grader Work</u>	\$100/hr.
<u>Snowplowing School Yard</u>	\$550 per year per School – Ashmont, Mallaig, Heinsburg
<u>Unsightly Properties</u>	\$250 Administration Fee on any cleanup
<u>Travis – MJ</u>	\$20 Permit Application Fee \$20 Permit Cancellation Fee
<u>Signage – Named Roads</u>	\$150/sign (18" x 72") - minimum Includes posts and installation
	Larger signs – actual costs, to be quoted prior to ordering

Airport 33

St. Paul Airport Parking Fees- Grass	- \$200 per unit per year - \$125 per unit per half-year (six months) - \$5 per unit overnight fee - \$5 per unit plug-in fee
St. Paul Aircraft Parking Fees- Tarmac	\$10 per day (min of four hours) or \$100 per month \$100 per day for agricultural spray planes
St. Paul Hangar Land Lease Rates	As per Agreement approved by the St. Paul Airport Committee.
Notes: i) Fees for Grass area will not be applied to aircraft on lease lot	

Waste 43

Front Load Bin Rental Fees

4-yard bin:

- Once per month	\$75.60 \$80 +\$25 if customer requests additional pickup
- Every 2 Weeks	\$86.40 \$95 +\$25 if customer requests additional pickup
- Once per Week	\$97.20 \$110

6 Yard Bin:

- Once per month	\$81 \$ 96
- Every 2 Weeks	\$91.80 \$ 99
- Once per Week	\$102.50 \$115

Bin Delivery Charge	\$ 75
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Bin Delivery Charge to re-deliver a bin after it has been removed Due to suspension of services	\$150
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Roll Off Bin Rental Fees

- Monthly	\$135 \$150
- Weekly	\$33.75 \$ 50
-Plus, Bin delivery/removal:	\$110/hr \$120/hr

-Plus, Landfill Tipping Fee:	As Per site attendant
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All Commercial Rentals will be charged extra monthly fee	\$25
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Solid Waste Disposal @ designated Class III Landfills

Concrete/Shingles/General Demolition	\$55 - ½ - ¾ Ton \$75 – 1 Ton \$225 – 10 Yards \$275 – 20 Yards \$275 - Roll Offs
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Mixed Loads	\$110 – ½ - ¾ Ton \$150 – 1 Ton \$450 – 10 Yards \$550 – 20 Yards \$550 – Roll Offs
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Freon Removal	\$20
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* Bin Rental Fees to become effective February 1, 2020

Agriculture - Rental Equipment

Rental Equipment	Damage Deposit	Rental
- Post Pounder	\$100 \$200	\$80/day \$100 \$160/weekend \$200
- Cattle Weigh Scale (Imperial)	\$100 \$200	\$20
- Loading Chute with Portable Corrals	\$100 \$200	\$20
- Squeeze Chute	\$100 \$200	\$20
- Insecticide Sprayer 200 gal	\$100 \$200	\$50
- Tree Planter	\$100 \$200	N/C
- Skunk Traps	\$200	N/C
- Mag Pie Trap	\$100 \$200	N/C
- Scare Cannons	\$100 \$500	N/C
- Plastic Mulcher for Planting Trees	\$100 \$200	N/C

Mouse Poison

~~\$2/bag~~ **\$3/bag**

Beaver Control

~~\$200~~ **\$250**/dam removed

Mowing Charges

~~\$150~~ **\$200** per lot minimum or
\$150 per hour

Strychnine

\$11 per bottle

Dog Impoundment Fees

\$30/dog/day

Planning and Development 66

Planning Documents

Land Use Bylaw- Document	\$25
Land Use Bylaw- Disc	\$10
Municipal Development Plan- Document	\$25
Municipal Development Plan- Disc	\$10
Area Structure Plan- Document	\$25
Area Structure Plan- Disc	\$10
St. Paul InterMunicipal Development Plan- Document	\$25
St. Paul InterMunicipal Development Plan- Disc	\$10
Elk Point InterMunicipal Development Plan- Document	\$25
Elk Point InterMunicipal Development Plan- Disc	\$10
Land Use Bylaw, MDP, ASP, IDP Amendment	\$1,000

Undeveloped Road Allowance Licensing Applications

Application Fee	\$250
Annual License Fee	\$100

Subdivision Applications

Application Fee	\$400 plus \$150 per lot to be created
Endorsement Fee	\$100 per lot
Extension (1year)	\$100 per file
Municipal Reserve	Cash in lieu -Fair Market Value
Appeal Fee	\$200
Requests for time extensions	\$100 – Sec. 657(6) of the MGA made to the

Copy of Current Land Title	subdivision Authority
Copy of AER Abandoned Well Records	\$20
	\$20

2017 Permit Fee Schedule Attached

Parks 72

Overnight Camping Fees (Permit)

Spring Season (May 1 to June 30)

Non Power	\$10/night
Power	\$20/night

Summer Season (July 1 to Sept. Long Weekend)

Daily

Non-Power	\$20/night
Power	\$30/night

Weekly (14 days maximum stay)

Non -Power	\$100/week
Power	\$150/week

Monthly (Designated Sites Only)

(based on 4 weeks/28 days)

Non-Power	\$400/month
Power	\$600/month

Other Fees

Day Use for Westcove Spray Park	\$3/person
Wood	\$10/ barrow \$5/bundle
Gazebo Rental	\$100/day

COUNTY OF ST. PAUL NO. 19
2020 FEE SCHEDULE

DEVELOPMENT PERMIT FEES

Does not comply with Land Use Bylaw	\$200.00
Does Comply with Land Use Bylaw	\$100.00
Park Model, Portable Accessory Building, Deck	\$50.00
Minor Home Occupation	\$50.00
Signs	\$25.00
Change of Use Permit	\$200.00
Access Development on Municipal Reserve less than 5 meters in length	\$50.00
Access Development on Municipal Reserve more than 5 meters in length	\$100.00

Temporary Work Camp

Discretionary Use - \$200.00 + \$50.00/RV &/or \$100.00/ Prefabricated Mobile Unit

Other Fees

Compliance Certificates	\$125.00
Copy of AER Abandoned Well Records	\$20.00
Title Search	\$20.00

COUNTY OF ST. PAUL NO. 19
2020 FEE SCHEDULE

RESIDENTIAL BUILDING FEES	
Description of Work	Permit Fee
New Single Family Dwelling (<i>Total Developed Area</i>)	\$0.48/sq.ft. + SCC levy
New Single Family Dwelling (<i>Attached Garage at time of new construction</i>)	\$0.10/sq.ft. + SCC levy
Home Relocation on Foundation, Basement, or Crawl Space (Min. Fee \$350.00)	\$0.30/sq.ft. + SCC levy
Modular/RTM on Foundation, Basement, or Crawl Space (Min. Fee \$300.00)	\$0.25/sq.ft. + SCC levy
Manufactured/ Mobile Home on blocking or piles	\$225.00 + SCC levy
Additions (Minimum Fee \$125.00)	\$0.30/ sq.ft. + SCC levy
Renovations/Basement Development (Minimum Fee \$125.00)	\$0.25/sq.ft. + SCC levy

OTHER BUILDING FEES	
Garage/ Shop / Pole Shed (Minimum Fee \$125.00)	\$0.25/ sq.ft. + SCC levy
Bunkhouses (Minimum fee \$200.00)	\$0.25/sq.ft. + SCC levy
Carport (Minimum Fee \$100.00)	\$0.18/ sq.ft. + SCC levy
Storage Shed (<i>sheds less than 10' x 10' do not require a building permit</i>)	\$100.00 + SCC levy
Decks (<i>if not included at time of new construction</i>)	\$100.00 + SCC levy
Gazebo (Minimum Fee \$100.00)	\$0.25/ sq.ft. + SCC levy
Wood Burning Stove/Fireplace (<i>if not included at time of new construction</i>)	\$100.00 + SCC levy
Outdoor Privy - complete with holding tank	\$100.00 + SCC levy
Building Demolition - Remove - no charge for demolition permits	\$125.00 + SCC levy

COMMERCIAL BUILDING FEES	
Minimum Fee: \$350.00	Total Permit Fee (Per \$1,000.00 Value)
First \$1,000,000	\$5.00 + SCC levy
Over \$1,000,000 (\$5,000 plus)	\$3.00 + SCC levy
Commercial Demolition - Remove - no charge for demolition permits	\$5.00 + SCC Levy

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which commenced without approval.

SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY BUILDING PERMIT ISSUED WITH A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00

ELECTRICAL PERMIT FEES

New- Single Family Dwellings Attached Garage

Square Footage	Home Owner Fee	Contractor Fee
Up to 1200	\$150.00 + SCC levy	\$130.00 + SCC levy
1201- 1500	\$165.00 + SCC levy	\$135.00 + SCC levy
1501- 2000	\$180.00 + SCC levy	\$140.00 + SCC levy
2001- 2500	\$195.00 + SCC levy	\$150.00 + SCC levy
2501- 3500	\$210.00 + SCC levy	\$160.00 + SCC levy
Over 3500	\$210.00 plus \$0.10/ sq.ft.	\$160.00 plus \$0.10/ sq.ft.
Manufactured Home Connection Only	\$100.00 + SCC Levy	\$100.00 + SCC levy

Detached Garage/Accessory Buildings

Square Footage	Home Owner Fee	Contractor Fee
Up to 750	\$125.00 + SCC levy	\$100.00 + SCC levy
Over 750	\$125.00 plus \$0.10/ sq.ft.	\$100.00 plus \$0.10/ sq.ft.

Basement Development/ Renovations/ Additions

Square Footage	Home Owner Fee	Contractor Fee
Up to 1000	\$125.00 + SCC levy	\$100.00 + SCC levy
Over 1000	\$125.00 plus \$0.10/ sq.ft.	\$100.00 plus \$0.10/ sq.ft.

Other Electrical Fees

Description of Work	Permit Fee
Permanent Service Connection Only	\$75.00 + SCC levy
Temporary Power/ Underground Service	\$75.00 + SCC levy
Panel Change or Service Upgrade Only	\$75.00 + SCC levy
Air Conditioning Units or Hot Tubs	\$75.00 + SCC levy
Annual Electrical Permit	\$400.00 + SCC levy

Please allow up to five business days for permits to be issued.

Express 24 Working Hour Service Charge (Electrical, Gas, Plumbing Applications) \$50.00 plus permit fee & SCC levy.

For Non- Residential fees please contact the County of St. Paul or visit www.county.stpaul.ab.ca

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which commenced without approval.

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**

COUNTY OF ST. PAUL NO. 19

2020 FEE SCHEDULE

ELECTRICAL - NON RESIDENTIAL INSTALLATIONS

Installation Cost (Labour & Materials)	Permit Fee - Not Including SCC levy	Installation Cost (Labour & Materials)	Permit Fee - Not Including SCC levy
0 - 1,000.00	\$85.00	38,001.00 - 39,000.00	\$445.00
1,001 - 1,500.00	\$95.00	39,001.00 - 40,000.00	\$460.00
1,500.01 - 2,000.00	\$100.00	40,001.00 - 41,000.00	\$475.00
2,000.01 - 2,500.00	\$105.00	41,001.00 - 42,000.00	\$490.00
2,500.01 - 3,000.00	\$110.00	42,001.00 - 43,000.00	\$505.00
3,000.01 - 3,500.00	\$120.00	43,001.00 - 44,000.00	\$520.00
3,500.01 - 4,000.00	\$130.00	44,001.00 - 45,000.00	\$535.00
4,000.01 - 4,500.00	\$135.00	45,001.00 - 46,000.00	\$550.00
4,500.01 - 5,000.00	\$140.00	46,001.00 - 47,000.00	\$565.00
5,000.01 - 5,500.00	\$145.00	47,001.00 - 48,000.00	\$580.00
5,500.01 - 6,000.00	\$150.00	48,001.00 - 49,000.00	\$595.00
6,000.01 - 6,500.00	\$155.00	49,001.00 - 50,000.00	\$610.00
6,500.01 - 7,000.00	\$160.00	50,001.00 - 60,000.00	\$625.00
7,000.01 - 7,500.00	\$175.00	60,001.00 - 70,000.00	\$640.00
7,500.01 - 8,000.00	\$180.00	70,001.00 - 80,000.00	\$655.00
8,000.01 - 8,500.00	\$185.00	80,001.00 - 90,000.00	\$670.00
8,500.01 - 9,000.00	\$190.00	90,001.00 - 100,000.00	\$695.00
9,000.01 - 9,500.00	\$195.00	100,001.00 - 110,000.00	\$720.00
9,500.01 - 10,000.00	\$205.00	110,001.00 - 120,000.00	\$745.00
10,000.01 - 11,000.00	\$215.00	120,001.00 - 130,000.00	\$770.00
11,000.01 - 12,000.00	\$225.00	130,001.00 - 140,000.00	\$795.00
12,000.01 - 13,000.00	\$230.00	140,001.00 - 150,000.00	\$820.00
13,000.01 - 14,000.00	\$235.00	150,001.00 - 160,000.00	\$845.00
14,000.01 - 15,000.00	\$240.00	160,001.00 - 170,000.00	\$870.00
15,000.01 - 16,000.00	\$245.00	170,001.00 - 180,000.00	\$895.00
16,000.01 - 17,000.00	\$255.00	180,001.00 - 190,000.00	\$920.00
17,000.01 - 18,000.00	\$260.00	190,001.00 - 200,000.00	\$945.00
18,000.01 - 19,000.00	\$265.00	200,001.00 - 210,000.00	\$970.00
19,000.01 - 20,000.00	\$270.00	210,001.00 - 220,000.00	\$1,020.00
20,000.01 - 21,000.00	\$275.00	220,001.00 - 230,000.00	\$1,070.00
21,000.01 - 22,000.00	\$280.00	230,001.00 - 240,000.00	\$1,120.00
22,000.01 - 23,000.00	\$285.00	240,001.00 - 250,000.00	\$1,170.00
23,000.01 - 24,000.00	\$290.00	250,001.00 - 300,000.00	\$1,220.00
24,000.01 - 25,000.00	\$295.00	300,001.00 - 350,000.00	\$1,270.00
25,000.01 - 26,000.00	\$300.00	350,001.00 - 400,000.00	\$1,345.00
26,000.01 - 27,000.00	\$310.00	400,001.00 - 450,000.00	\$1,420.00
27,000.01 - 28,000.00	\$320.00	450,001.00 - 500,000.00	\$1,495.00
28,000.01 - 29,000.00	\$330.00	500,001.00 - 550,000.00	\$1,570.00
29,000.01 - 30,000.00	\$340.00	550,001.00 - 600,000.00	\$1,645.00
30,000.01 - 31,000.00	\$350.00	600,001.00 - 650,000.00	\$1,745.00
31,000.01 - 32,000.00	\$360.00	650,001.00 - 700,000.00	\$1,845.00
32,000.01 - 33,000.00	\$370.00	700,001.00 - 750,000.00	\$1,945.00
33,000.01 - 34,000.00	\$380.00	750,001.00 - 800,000.00	\$2,045.00
34,000.01 - 35,000.00	\$390.00	800,001.00 - 850,000.00	\$2,145.00
35,000.01 - 36,000.00	\$400.00	850,001.00 - 900,000.00	\$2,295.00
36,000.01 - 37,000.00	\$410.00	900,001.00 - 950,000.00	\$2,445.00
37,000.01 - 38,000.00	\$420.00	950,001.00 - 1,000,000.00	\$2,595.00

For projects over \$1,000,000 divide the total installation cost by \$1,000 and multiply by 2.595 + SCC Levy

GAS PERMIT FEES
Residential Installations

Number of Outlets	Home Owner Fee	Contractor Fee
1 to 2	\$125.00 + SCC levy	\$100.00 + SCC levy
3	\$130.00 + SCC levy	\$105.00 + SCC levy
4	\$135.00 + SCC levy	\$110.00 + SCC levy
5	\$140.00 + SCC levy	\$115.00 + SCC levy
6	\$145.00 + SCC levy	\$120.00 + SCC levy
7	\$150.00 + SCC levy	\$125.00 + SCC levy
8	\$155.00 + SCC levy	\$130.00 + SCC levy
9	\$160.00 + SCC levy	\$135.00 + SCC levy
10	\$165.00 + SCC levy	\$140.00 + SCC levy
Over 10	\$165.00 plus \$10.00/outlet over 10	\$140.00 plus \$10.00/outlet over 10

Other Gas Fees

Description of Work	Permit Fee
Residential Propane Tank Set (does not include connection to appliance)	\$75.00 + SCC levy
Temporary Heat	\$75.00 + SCC levy

Please allow up to five business days for permits to be issued.

Express 24 Working Hour Service Charge (Electrical, Gas, Plumbing Applications) \$50.00 plus permit fee & SCC levy.

For Non Residential fees please contact the County of St. Paul or visit www.county.stpaul.ab.ca

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which commenced without approval.

**SCC LEVY FEE: 4% SAFETY CODES COUCIL FEE FOR EVERY PERMIT ISSUED WITH A
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**

GAS - NON RESIDENTIAL INSTALLATIONS

BTU Input	Permit Fee
0 to 150,000	\$110.00 + SCC levy
150,001 to 250,000	\$120.00 + SCC levy
250,001 to 350,000	\$130.00 + SCC levy
350,001 to 500,000	\$150.00 + SCC levy
500,001 to 750,000	\$170.00 + SCC levy
750,001 to 1,000,000	\$190.00 + SCC levy
Over 1,000,000	\$190.00 plus \$50.00 per 1,000,000 (or portion of) over 1,000,000 BTU

Other Non Residential Gas Fees

Description of Work	Permit Fee
Propane Tank Set (does not include connection to appliance)	\$100.00 + SCC levy
Add \$50.00 for each additional tank set	
Add \$50.00 when connecting a vaporizer	

Temporary Heat Non Residential

BTU Input	Permit Fee Not including SCC levy
0 to 250,000	\$100.00
250,001 to 500,000	\$225.00
Over 500,000	\$225.00 plus \$10.00 per 100,000 BTU (or portion of) over 500,000 BTU

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which commenced without approval.

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**

PLUMBING PERMIT FEES
Residential & Non Residential Installations

Number of Fixtures	Home Owner Fee	Contractor Fee
1	\$130.00+scc levy	\$105.00+scc levy
2	\$130.00+scc levy	\$105.00+scc levy
3	\$130.00+scc levy	\$105.00+scc levy
4	\$130.00+scc levy	\$105.00+scc levy
5	\$130.00+scc levy	\$110.00+scc levy
6	\$135.00+scc levy	\$115.00+scc levy
7	\$140.00+scc levy	\$120.00+scc levy
8	\$145.00+scc levy	\$115.00+scc levy
9	\$150.00+scc levy	\$125.00+scc levy
10	\$155.00+scc levy	\$130.00+scc levy
11	\$160.00+scc levy	\$135.00+scc levy
12	\$165.00+scc levy	\$140.00+scc levy
13	\$170.00+scc levy	\$145.00+scc levy
14	\$175.00+scc levy	\$150.00+scc levy
15	\$180.00+scc levy	\$155.00+scc levy
16	\$185.00+scc levy	\$160.00+scc levy
17	\$195.00+scc levy	\$170.00+scc levy
18	\$200.00+scc levy	\$175.00+scc levy
19	\$205.00+scc levy	\$180.00+scc levy
20	\$210.00+scc levy	\$185.00+scc levy
Over 20	\$210.00 plus \$5.00 per fixture over 20	\$185.00 plus \$5.00 per fixture over 20

Please allow up to five business days for permits to be issued.

Express 24 Working Hour Service Charge (Electrical, Gas, Plumbing Applications) \$50.00 plus permit fee & SCC levy.

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which commenced without approval.

**SCC LEVY FEE: 4% SAFETY CODES COUCL FEE FOR EVERY PERMIT ISSUED WITH A
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**

PRIVATE SEWAGE PERMIT FEE

Description	Home Owner Fee	Contractor Fee
Holding Tank	\$125.00 + SCC levy	\$100.00 + SCC levy
Fields/Mounds /Open Surface Discharge / Lagoons	\$300.00 + SCC levy	\$250.00 + SCC levy
Any System with Treatment Plant	\$400.00 + SCC levy	\$300.00 + SCC levy

Please Note: Permit Fees will be doubled if enforcement action is taken and not complied with on development which commenced without approval.

**SCC LEVY FEE: 4% SAFETY CODES COUCIL FEE FOR EVERY PERMIT ISSUED WITH A
A MINIMUM OF \$4.50 AND A MAXIMUM OF \$560.00**



Request for Decision

Council Meeting: December 10, 2019

8.20 Bylaw 2019-36 – Penalties Bylaw

Request

Penalties Bylaw 2019-36 is being presented with the following amendments:

- increase the penalties for Dog Control
- add penalty for Fire call with no Fire Permit.

Alternatives

Recommendation

To give first reading Bylaw 2019-36, Penalties Bylaw.

To give second reading to Bylaw 2019-36.

To present Bylaw 2019-36 for third reading.

To give third reading to Bylaw 2019-36.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW 2019-36

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA TO ESTABLISH A PENALTIES BYLAW.

Whereas, pursuant to provisions of the Municipal Government Act, 2000, Chapter M-26.1, Section 7 (i) with amendments thereto, a Council may pass bylaws for municipal purposes respecting the enforcement of bylaws made under this or any other enactment, including the creation of offences and for each offence, imposing a penalty; and

And Whereas, the penalties approved by this bylaw will replace existing penalties in several bylaws.

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

1. The Schedule of Penalties, attached to and forming Schedule “A” of this bylaw is adopted; and
2. Schedule “A” to this bylaw will be reviewed by Council on an annual basis.
3. That Bylaw 2019-06 is hereby repealed.
4. This Bylaw comes into for and effect on the final passing thereof.

Read a first time in Council this 10th day of December A.D. 2019.

Read a second time in Council this 10th day of December A.D. 2019.

Read a third time in Council and duly passed this 10th day of December A.D. 2019.

Reeve

Chief Administrative Officer

Schedule "A"

1) The following penalties may be applied in the event of an offence or violation:

Administration 12

Noise Bylaw Offence

1 st Offence	\$100
2 nd Offence	\$200
3 rd Offence	\$500-\$2500

Off Highway Vehicle Bylaw Offence

1 st Offence	\$50
Second and subsequent offences	\$100

Muni-Corr Bylaw Offence

Guilty of an Offence- 1 st Offence	\$1,000
2 nd Offence	\$2,000

Cannabis Consumption Bylaw Offence

- 1 st Offence	\$250
- 2 nd Offence	\$500
- 3 rd Offence	\$1,000

Safety Codes Act Offences

As per Safety Codes Act

Fire Services 23

Fire Protection Bylaw Offence

Anyone not complying with Bylaw	
- 1 st Offence	\$450
- 2 nd Offence within one year period	\$600
- 3 rd Offence or subsequent offence within one year period	\$1,000
Issuance of a Violation Ticket	Not less than \$450.00 & not more than \$10,000

Fire Call with no Fire Permit \$550

Public Works 32

Cemetery Bylaw Offence

Anyone not complying with Bylaw	
- 1 st Offence	\$300
- 2 nd Offence within a one year period	\$500
- 3 rd Offence within a one year period	\$1,000
Issuance of a Violation Ticket	Not less than \$300 and not more than \$10,000

Agricultural Services 62

Dog Control Bylaw Offence

Offence	Violation Tag Penalty	1st Offence Penalty for Violation Ticket	2nd Offence Penalty for Violation Ticket
Dog at large			
- Vicious Dogs	\$100	\$250	\$500
- Restricted Dogs	\$100	\$250	\$500
- Other Dogs	\$100	\$250	\$500
- Female in heat	\$100	\$250	\$500
- Barking, Howling	\$100	\$250	\$500
- Damage to property	\$100	\$250	\$500
- Dog in prohibited area	\$100	\$250	\$500
- More than 2 dogs on property	\$100	\$250	\$500
- Threatening/ attacking a person	\$100.00 \$250	\$250.00 \$500	\$500.00 \$750
- Chasing a person	\$100.00 \$250	\$250.00 \$500	\$500.00 \$750
- Attacking, harassing, injuring or killing an animal	\$100.00 \$250	\$250.00 \$500	\$500.00 \$750
- Vicious or restricted dog not confined or on leash	\$100.00 \$250	\$250.00 \$500	\$500.00 \$750
- Interfering with Dog Control Officer	\$100.00 \$250	\$250.00 \$500	\$500.00 \$750

Planning and Development 62

Municipal and Reserve Land Regulation Bylaw Offence

Fail to produce a valid permit	\$200
Deface or injure a tree, plant or other structure	\$200
Dig in the earth or change the grade of the land	\$200
Conduct causing a disturbance	\$200
Carry on any commercial business	\$200
Park or operate off-highway vehicles without permission	\$200
Camp or occupy land	\$200
Discard litter	\$300
Place or erect any structures or notices	\$300
Construct or remove structure	\$500
Obstruct a Bylaw Enforcement Officer	\$500
Discharge contaminants or herbicides	\$500
Light Fire	\$500
Permit livestock to graze	\$500
Discharge any firearms or projectiles	\$500
Hunt or trap	\$500
Clear-cutting	\$1,000 - \$2,500



Request for Decision

Council Meeting: December 10, 2019

8.21 Bylaw 2019-37 – Utilities Bylaw

Request

Utilities Bylaw 2019-37 is being brought forward to amend the water rates as a result of the \$0.046 increase in the rates being charged by the Highway 28/63 Water Commission and the \$0.11 decrease in the rates being charged by the Elk Point/St. Paul Regional Water Commission. The new rates become effective January 1, 2020.

Budget/Financial – increased cost of water to be offset by increase in billing to residents.

Legislation/Bylaw/Policy Consideration – Utility Bylaw 2019-37.

Alternatives

Recommendation

To give first reading Bylaw 2019-37, Utilities Bylaw.

To give second reading to Bylaw 2019-37.

To present Bylaw 2019-37 for third reading.

To give third reading to Bylaw 2019-37.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW NO. 2019-37

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA REGULATING AND PROVIDING TERMS AND CONDITIONS FOR THE SUPPLY AND USE OF WATER SERVICES AND SEWER SERVICES PROVIDED BY THE COUNTY OF ST. PAUL

Whereas, pursuant to section 3 of the *Municipal Government Act* the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality; and

Whereas, pursuant to section 7(g) of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities; and

Whereas, Council is desirous of establishing Rates, Fees, and Other Charges for utilities.

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

PART I - TITLE AND DEFINITIONS

Bylaw Title

- 1 This Bylaw shall be known as "The Utilities Bylaw".

Definitions

- 2 In this Bylaw, unless the context otherwise requires:

- (a) **"Account"** means an agreement between a Customer and the County for the supply of Utility Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the County;
- (b) **"Chief Administrative Officer"** means the Chief Administrative Officer of the County or their delegate;
- (c) **"Council"** means the municipal council of the County of St. Paul No. 19;
- (d) **"County"** means the municipal corporation of the County of St. Paul No. 19 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (e) **"Cross Connection"** means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;
- (f) **"Customer"** means any Person that receives Utility Services and where the context or circumstances so require includes any Person who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services and includes any Person acting as an agent or representative of a Customer;

- (g) **“Dwelling”** means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- (h) **“Engineering Design Standards”** means the County’s Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (i) **“Emergency”** means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
- (j) **“Facilities”** means any infrastructure forming part of:
 - i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, truck fill facilities, curb stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection control devices and all other equipment and machinery of whatever kind owned by the County that is used to produce and supply potable water to Customers; or
 - ii. the Sewer System, including without limitation: Wastewater treatment plants, sewage lagoons, pumping stations, Sewer Mains, Sewer Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the County that is used for the collection and transmission of Wastewater;

as the context requires.
- (k) **“Hazardous Waste”** has the same meaning as in the *Environmental Protection and Enhancement Act* and any regulations thereunder;
- (l) **“Meter”** means the individual or compound water meter and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the County to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- (m) **“Multiple Dwelling”** means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- (n) **“Municipal Tag”** means a tag or similar document issued by the County pursuant to the *Municipal Government Act* that alleges a bylaw offence and provides a Person with the opportunity to pay an amount to the County in lieu of prosecution for the offence;
- (o) **“Non-Pressurized System”** means the Facilities used by the County to supply non-pressurized (atmospheric pressure) potable water to Customers for storage in the Customer’s water cistern and, as required, pressurization of the water by the Customer;

- (p) **“Owner”** means:
- i. in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
 - ii. in the case of any property other than land, the Person in lawful possession of it;
- (q) **“Peace Officer”** includes a Bylaw Enforcement Officer appointed by the County, a Community Peace Officer whose appointment includes enforcement of the County’s Bylaws and a member of the Royal Canadian Mounted Police;
- (r) **“Person”** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (s) **“Pressurized System”** means the Facilities used by the County to supply pressurized potable water to Customers;
- (t) **“Private Drainage Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Sewer System;
- (u) **“Private Water Line”** means that portion of a Service Connection, which extends from the Service Connection Point to and within a Customer’s Property, comprised of the Customer owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer’s Property, excluding the Meter owned by The County;
- (v) **“Property”** means:
- i. in the case of land, a parcel of land including any buildings; or
 - ii. in other cases, personal property;
- (w) **“Service Connection”** means all of the Facilities required to achieve a physical connection between:
- i. the County’s Water Main abutting a Customer’s Property and a Private Water Line to allow a Customer to receive potable water, which includes a Water Service Line, a Service Connection Point and a Private Water Line; or
 - ii. the County’s Sewer Main abutting a Customer’s Property and a Private Drainage Line to allow a Customer to discharge Wastewater, which includes a Sewer Service Line, a Service Connection Point and a Private Drainage Line,
- as the context requires;
- (x) **“Service Connection Point”** means the point on the Service Connection where:
- i. a Water Service Line physically connects to a Private Water Line; or

- ii. a Sewer Service Line physically connects to a Private Drainage System;
- (y) **“Sewer Main”** means those pipes installed for the collection and transmission of Wastewater within the County to which a Service Connection may be connected;
- (z) **“Sewer Services”** means the removal of Wastewater by the County from a Customer’s Property and associated services offered to the Customer under this Bylaw;
- (aa) **“Sewer Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Sewer Services attached as Schedule “C” to this Bylaw;
- (bb) **“Sewer Service Line”** means that portion of a Service Connection owned by the County that extends from the Sewer Main to the Service Connection Point;
- (cc) **“Sewer System”** means the Facilities used by the County for the collection, storage and transmission of Wastewater for Customers, which is deemed to be a public utility within the meaning of the *Municipal Government Act*;
- (dd) **“Subsidiary Meter”** means a privately owned Meter installed on Property at the Customer’s expense and utilized strictly for the Customer’s purposes;
- (ee) **“Tenant”** means a Person who is not a Customer but who is in legal possession of a Property to which Water Service is provided;
- (ff) **“Terms and Conditions”** means the terms and conditions in respect of Water Services and Sewer Services described in Schedules “A”, “B”, “C” and “D”;
- (gg) **“Utility Services”** means Water Services or Sewer Services or both;
- (hh) **“Utility Services Guidelines”** includes Water Services Guidelines and Sewer Services Guidelines;
- (ii) **“Violation Ticket”** has the same meaning as in the *Provincial Offences Procedure Act*;
- (jj) **“Wastewater”** means the composite of water and water-carried wastes discharged from residential, commercial, industrial or institutional Properties;
- (kk) **“Water Demand Management Measures”** means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- (ll) **“Water Main”** means those pipes installed for the conveyance of water within the County to which Service Connections may be connected;
- (mm) **“Water Services”** means the provision of either pressurized or non-pressurized (atmospheric pressure) potable water, as applicable, by the County to a Customer’s Property and associated services offered to the Customer under this Bylaw;

- (nn) **“Water Services Guidelines”** means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time, which are not inconsistent with the Terms and Conditions of Water Services attached as Schedule “B” to this Bylaw;
- (oo) **“Water Service Line”** means that portion of a Service Connection owned by the County that extends from the Water Main to the Service Connection Point; and
- (pp) **“Water System”** means the Facilities used by the County to supply potable water to Customers through either a Pressurized System or a Non-Pressurized System, as applicable, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*.

PART II - PROVISION OF UTILITY SERVICES

Other Public Utilities Prohibited

- 3 All Utility Services provided within the County shall be provided by the County.

Terms and Conditions

- 4 All Utility Services provided by the County shall be provided in accordance with Schedules “A” “B” “C” “D” and “E” as applicable.

Rates, Fees and Other Charges

5

- (1) The County will provide Utility Services to Customers within the County at the rates, fees or other charges specified in Schedule “D”.
- (2) Where rates, fees or charges have not been established in Schedule “D” for a particular service the Chief Administrative Officer may establish charges for services provided. Without limiting the generality of the foregoing, the Chief Administrative Officer may establish charges for the following:
 - (a) Service connection fees and/or developer contributions;
 - (b) Meter accuracy tests;
 - (c) Meter resizing;
 - (d) Repair or replacement of damaged County Facilities where the Facilities are under the Customer’s care or have been operated or interfered with by the Customer;
 - (e) Disconnection of service for non-payment;
 - (f) Missed appointment;
 - (g) Fire hydrant permits;
 - (h) Construction water;

- (i) Water Service turn-on/turn-off at Customer request;
 - (j) After hour service callout;
 - (k) Frozen/damaged Meter.
- (3) All additional services provided by the County to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the County.
- (4) The County will operate and maintain the Water System and Sewer System at no additional charge to any Customer beyond the charges outlined in subsections (1), (2) and (3) except for costs arising from:
- (a) requirements or requests for specific non-routine services not more particularly described in this Section or the acts or omissions of any particular Customer or defined group of Customers, or
 - (b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the County 's favour

and such additional costs may at the Chief Administrative Officer's sole option (and in addition to any other legally available remedies) be added to a Customer's Account as an additional amount due and payable by the Customer to the County.

Utility Services Guidelines

6

- (1) The Chief Administrative Officer may adopt, amend, repeal and replace Utility Service Guidelines from time to time as the Chief Administrative Officer deems advisable.
- (2) Without limiting the generality of subsection (1), Guidelines may deal with any or all of the following subject matters:
- (a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Utility Services are provided, or as a condition of ongoing provision of Utility Services;
 - (b) Customer Accounts, including without limitation provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Utility Services application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;
 - (c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption private or subsidiary meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when meters have malfunctioned;

- (d) procedures or requirements concerning investigating Customer complaints and concerns;
- (e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
- (f) procedures or requirements that a Customer may comply with in order to access a truck fill facility;
- (g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the County or at the request of a Customer;
- (h) the turn-on and turn-off of Water Services, whether at the instigation of the County or at the request of a Customer; and
- (i) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants.

Notices

7 In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer shall serve notice either:

- (a) personally; or
- (b) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the Alberta land titles registry certificate of title for the Property.

PART III - ENFORCEMENT

Offence

8 A Person who contravenes any provision of this Bylaw is guilty of an offence.

Continuing Offence

9 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

Vicarious Liability

10 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

Corporations and Partnerships

11

- (1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
- (2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

Fines and Penalties

12

- (1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00, and to imprisonment for not more than 6 months for non-payment of a fine.
- (2) Without restricting the generality of subsection (1) the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "E".

Municipal Tag

13

- (1) A Peace Officer is hereby authorized and empowered to issue a Municipal Tag to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- (2) A Municipal Tag may be issued to such Person:
 - (a) either personally; or
 - (b) by mailing a copy to such Person at his last known post office address.
- (3) The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - (a) the name of the Person;
 - (b) the offence;
 - (c) the specified penalty established by this Bylaw for the offence;
 - (d) that the penalty shall be paid within 30 days of the issuance of the Municipal Tag; and
 - (e) any other information as may be required by the Chief Administrator.

Payment in Lieu of Prosecution

14 Where a Municipal Tag is issued pursuant to this Bylaw, the Person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the County the penalty specified within the time period indicated on the Municipal Tag.

Violation Ticket

15

- (1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*;
- (2) Notwithstanding subsection (1), a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw;
- (3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may;
 - (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a Person to appear in court without the alternative of making a voluntary payment.

Voluntary Payment

16A Person who commits an offence may:

- (a) if a Violation Ticket is issued in respect of the offence; and
- (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

Obstruction

17 No Person shall obstruct, hinder or impede any authorized representative of the County in the exercise of any of their powers or duties pursuant to this Bylaw.

PART IV - GENERAL

Schedules

18 The following schedules are included in, and form part of, this Bylaw:

- (a) Schedule "A" – General Terms and Conditions of Utility Services;
- (b) Schedule "B" – Terms and Conditions of Water Services;

- (c) Schedule “C” – Terms and Conditions of Sewer Services;
- (d) Schedule “D” – Rates, Fees, and Other Charges; and
- (e) Schedule “E” – Specified Penalties.

Severability

19 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Recission

20 This Bylaw repeals Bylaw No. 2018-27.

Enactment

This Bylaw shall come into force and effect upon it's final passing.

Read a first time in Council this 10th day of December 2019.

Read a second time in Council this 10th day of December 2019.

Read a third time in Council and finally passed this 10th day of December 2019.

REEVE

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE “A”

GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

PART I - GENERAL WATER AND SEWER PROVISIONS

Duty to Supply

1

- (1) The County having constructed, operated and maintained a Water System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as Council considers advisable, to any Customer within the County situated along a Water Main.
- (2) The County having constructed, operated and maintained a Sewer System as a public utility shall continue, insofar as there is sufficient capacity and supply, to supply Sewer Services, upon such terms as Council considers advisable, to any Customer within the County situated along a Sewer Main.
- (3) All Utility Services provided by the County shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Utility Services from the County.

No Guarantee of Continuous Supply

2

- (1) The County does not guarantee or warrant the continuous supply of potable water and the County reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect Water Services, in whole or in part, with or without notice, in accordance with this Bylaw. The County will endeavor to notify residents of any temporary alterations to their water service as soon as is practicable.
- (2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The County assumes no responsibility for same.
- (3) The County does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the County reserves the right to restrict the availability of Sewer Services or to disconnect Sewer Services, in whole or in part, with or without notice, in accordance with this Bylaw.
- (4) The County shall not be liable for damages, including losses caused by a break within the County's Water System or Sewer System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the County's Water System or Sewer System, or generally for any accident due to the operation of the County's Water System or Sewer System or for the disconnection of a Service Connection nor by reason of the water containing sediments, deposits, or other foreign matter.

Fees, Rates and Charges

3

- (1) The County will provide Utility Services at the fees, rates and other charges specified in the Schedule "D" as may be amended by Council by bylaw from time to time.
- (2) Where rates, fees or charges have not been established in Schedule "D" for a particular service the Chief Administrative Officer may establish charges for services provided.
- (3) All additional services provided by the County to a Customer will be billed to the Customer in accordance with a written agreement between the Customer and the County.

PART II - SERVICE CONNECTIONS

Application for Service Connection

4

- (1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Chief Administrative Officer by paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Chief Administrative Officer.
- (2) Upon receipt of all required information and fees, verification of the Customer's identity and the accuracy of the information, the Chief Administrative Officer will advise the Customer whether and on what terms the County is prepared to supply Utility Services to the Customer, the type and character of the Service Connection(s) it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection(s) and supply of Utility Services.

Easements and Rights-of-Way

- 5 At the request of the Chief Administrative Officer, the Customer shall grant or cause to be granted to the County, without cost to the County, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the County may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System or Sewer System.

Design and Engineering Requirements for Service Connections

- 6 Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Chief Administrative Officer. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the County may reasonably require, signed and sealed by a professional engineer.

Construction of Service Connections

7

- (1) The County shall provide and install all Facilities up to the Service Connection Point, subject to the terms of the Utilities Bylaw including without limitation, payments by the Customer.
- (2) The Customer shall be responsible for the installation and condition of the Private Water Line or Private Drainage Line and all other piping and equipment or other facilities of any kind whatsoever on the Customer's side of the Service Connection Point, including but not limited to any cistern and pump required if Water Services are to be supplied through a Non-Pressurized System and:
 - (a) shall ensure that the Customer's proposed Private Water Line or Private Drainage Line receives approval from the County prior to construction;
 - (b) shall not backfill the excavation until such time as the County has inspected the work or has advised approval of the work.

Customer Responsibility for Service Connection

8

- (1) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the County and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Utility Services that are located on the Customer's Property.
- (2) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection or Utility Services, or to protect the safety or reliability of the Water System or Sewer System. The Customer shall provide and install any such devices at the Customer's sole expense.

Compliance with Requirements and Use of Service Connection

9

- (1) A Customer shall ensure that the Customer's facilities comply with the requirements of the Utilities Bylaw, all applicable statutes, codes, standards and regulations and with the County's specifications.
- (2) A Customer shall not use a Service Connection or any Utility Service received in a manner so as to interfere with any other Customer's use of a Service Connection, or Utility Services.
- (3) A Customer who has breached subsection (2) shall, at the Chief Administrative Officer's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

Abandonment of Service Connection

- 10 Whenever a Customer wishes to abandon a Service Connection to accommodate subdivision or redevelopment of the Property, the Customer shall first obtain approval from

the Chief Administrative Officer for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

Ownership of Facilities

11

- (1) The County retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to and including the Service Connection Point, unless a written agreement between the County and a Customer specifically provides otherwise.
- (2) Payment made by a Customer for costs incurred by the County for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the County and the Customer specifically provides otherwise.

Access to Facilities

12

- (1) No Person shall obstruct or impede the County's free and direct access to any Facilities.
- (2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the County's above-ground Facilities.
- (3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the County's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.
- (4) Where a Customer contravenes any provision of this Section and fails to remedy such contravention within 10 days after receiving from the Chief Administrative Officer a notice in writing to do so, then in addition to any other legal remedy available the Chief Administrative Officer may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

Interference with or Damage to Facilities

13

- (1) No Person shall interfere with or alter any Meter, seals or other Facilities or permit the same to be done by any Person other than an authorized agent of the County.
- (2) A Customer is responsible to pay for the cost of repairing, replacing or otherwise remedying any damage to or loss of Facilities located on the Customer's Property unless occasioned by circumstances as determined in the Chief Administrative Officer's sole discretion to have been beyond the Customer's control.

Protection of Facilities on Customer's Property

- 14 The Customer shall furnish and maintain, at no cost to the County, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Chief Administrative Officer may, at his or her option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with

applicable laws and regulations and subject to the Chief Administrative Officer's specifications and approval.

Customer to Pay Relocation Costs

- 15 The Customer shall pay all costs of relocating the County's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by the County, the Customer shall pay the estimated cost of the relocation in advance.

Prohibited Extension of Customer Owned Facilities

- 16 A Customer shall not extend or permit the extension of a Private Water Line, Private Sewer Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System or Sewer System, beyond the Property in respect of which they are used to supply Utility Services through a Service Connection.

PART III - UTILITY ACCOUNTS

Requirement for Account

17

- (1) The Owner of a Property shall apply for an Account with the County and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.
- (2) In the case of a Multiple Dwelling, the Chief Administrative Officer may require that a separate Account be opened in respect of each Dwelling within the Multiple Dwelling, regardless of the number of Service Connections through which water is delivered to the Multiple Dwelling.
- (3) Except as provided under the Utilities Bylaw, the County shall not grant Utility Services to a Tenant.
- (4) Notwithstanding subsection (3) above, an Owner may request to have bills mailed to the Tenant at a Property under the Owner's name; however, the Owner of a Property where Utility Services are received shall be responsible for all services delivered or consumed and all fees, rates and charges levied for services delivered or consumed.
- (5) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the County, failing which the County may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

Security Deposits

18

- (1) The Chief Administrative Officer may, in his or her sole discretion, at the time of a Customer's application for Utility Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.

- (2) The Chief Administrative Officer may, in his or her sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.
- (3) A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated and the Customer's Account is closed. Where a Customer's Utility Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to the County.
- (4) The County is not obliged to pay interest on any security deposit held by the County to a Customer.

Obligation to Pay

19

- (1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the County to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges. For greater certainty, where a Utility Service has been shut-off or disconnected, the Customer shall continue, for the duration of the shut-off or disconnection, to be obligated to pay all applicable non-consumption related rates, fees, and charges set out in this Bylaw, including, without restriction, all applicable flat rate or fixed fee charges for Water Services and Sewer Services.
- (2) No reduction in charges for Utility Services will be made for water supplied to or made available for use by any Customer because of any interruption due to any cause whatsoever of the water supply.
- (3) The amount of the billing shall be based upon the rates, fees and charges set out in Schedule D, with water consumption being determined by the applicable Meter reading obtained on a bi-monthly basis, or such other frequency in the discretion of the Chief Administrative Officer. Where a Meter reading is not obtainable, at the discretion of the Chief Administrative Officer, a system-generated estimate may be used.
- (4) Payment on Accounts may be made to the County at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

Past Due Accounts

20

- (1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the County by the due date. The Customer may also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.
- (2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the County and is recoverable by any or all of the following methods, namely:
 - (a) by action, in any Court of competent jurisdiction;

- (b) by disconnecting the Service Connection to the Customer, and imposing a re-connection fee prior to re-establishing Utility Services;
- (c) by Council adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

Disconnection without Notice

21 If the Chief Administrative Officer believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Chief Administrative Officer's sole judgment, requires such action, the Chief Administrative Officer has the right to withhold connection or to disconnect a Service Connection without prior notice to the Customer.

Disconnection with Notice

22 The Chief Administrative Officer may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of the County's other remedies) after providing 48 hours advance notice to the Customer, as applicable, in the following circumstances:

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute;
- (b) as required by law;
- (c) if the Customer is in violation of any provision of the Utilities Bylaw or any agreement between the Customer and the County for the provision of Utility Services; or
- (d) any other similar circumstances to those described above that the Chief Administrative Officer determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon 48 hours' notice.

Reconnection of Service

23 Before the County reconnects or restores Utility Services, the Customer shall pay:

- (a) any amount owing to the County for the provision of Utility Services;
- (b) the applicable reconnection charges; and
- (c) any applicable security deposit.

The County's Right of Entry

24

(1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the County shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:

- (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing the County's Facilities;
- (b) investigating or responding to a Customer complaint or inquiry;

- (c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and
 - (d) for any other purpose incidental to the provision of Utility Services.
- (2) The Chief Administrative Officer will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:
 - (a) in cases of an Emergency;
 - (b) where entry is permitted by order of a court or other authority having jurisdiction;
 - (c) where otherwise legally empowered to enter;
 - (d) where the purpose of the entry is in accordance with subsection (1)(c) above.
- (3) The Customer shall pay a no access fee sufficient to cover the County's reasonable out-of-pocket and administrative costs, if the County's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

Removal of County Facilities

- 25 Where any Customer discontinues Utility Services furnished by the County, or the County lawfully refuses to continue any longer to supply it, any authorized representative of the County may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

False Information

- 26 No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the County pursuant to the Utilities Bylaw.

SCHEDULE “B”

TERMS AND CONDITIONS OF WATER SERVICES

Water Demand Management Measures

1

- (1) The Chief Administrative Officer may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Demand Management Measures to restrict water usage to any or all parts of the County.
- (2) All water restrictions shall be duly advertised by use of local media, printed or otherwise, prior to taking effect.
- (3) No Person shall contravene the terms or conditions of any Water Demand Management Measures, without first obtaining the Chief Administrative Officer’s authorization.

Alternate Water Supply

2

- (1) Except as provided for in this Section, once a Property is connected to the Water System, no Person shall allow water to be supplied to that Property by way of a well, spring, or other source of water supply that is not connected to the Water System.
- (2) In rural areas of the County, a Person may use an alternate source of water supply for irrigation, livestock watering, or other non-domestic purposes.
- (3) In a hamlet of the County, a Person may use a well existing on a Property prior to the coming into force of this Bylaw for irrigation or other non-domestic purposes, but no new well may be drilled on any Property.
- (4) No Person shall allow an alternate source of water to be connected, directly or indirectly, to the Water System.

Resale and Supply of Water

3 No Person shall, unless authorized by the Chief Administrative Officer in writing:

- (a) resell water obtained from the Water System to any other Person;
- (b) supply water obtained from the Water System to any Person who intends to sell the water; or
- (c) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.

Unauthorized Use of Water

4

- (1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:
 - (a) in a manner that will impede water use by other Customers;
 - (b) unless an Account has been opened by the Customer;
 - (c) unless the water has first passed through a Meter, except in the case of unmetered temporary Water Services in accordance with Section 6; or
 - (d) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of water including without restriction as a result of any tampering with a Meter or other Facilities, the Chief Administrative Officer may make such changes in the County's Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of water, the Chief Administrative Officer may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.
- (4) A Person that uses water in contravention of this Section shall pay the following charges:
 - (a) the applicable rate for the water used and, where necessary, based on an estimate by the Chief Administrative Officer of the amount of water used in contravention of this Section;
 - (b) all costs incurred by the County in dealing with the contravention; and
 - (c) any other applicable fees or charges provided for in Schedule "D."

Authorizations and Approvals for Private Water Line

5

- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.
- (2) The County shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the County's requirements applicable to the installation and operation of the Private Water Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Temporary Water Services

- 6 The County may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate,

charge or fee for such Water Services as specified in the Utilities Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for metered Water Services when

- i) a County final inspection is issued for the development; or
- ii) the development is being used for its intended purpose;

whichever event occurs first.

PART IV - WATER METERS

Provision and Ownership of Meters

7

- (1) All water supplied by the County through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise.
- (2) The County shall, at the Customer's sole cost, supply and install one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the County, notwithstanding the Customer has paid the County's costs of supply, unless the Chief Administrative Officer and the Customer have expressly agreed in writing otherwise.
- (3) In the case of new construction, a Customer's Property may only be occupied after the Meter is installed and an Account opened.

Responsibilities of Customer

8

- (1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.
- (2) Each Customer shall provide adequate protection for the Meter supplied by the County against freezing, heat or any internal or external damage.
- (3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

General Meter Restrictions

9

- (1) No Person, other than an authorized agent of the County, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) No Person shall break, tamper, or interfere with any Meter.

- (3) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.
- (4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

Subsidiary Meters

10

- (1) A Customer may, for his own benefit, and at his own cost, install a Subsidiary Meter between the Meter supplied by the County and the point of use of the water supplied, provided that the County shall under no circumstances be required to maintain or read a Subsidiary Meter installed under this Section.
- (2) All Subsidiary Meters shall remain the property of the Owner.
- (3) Where, in the opinion of the Chief Administrative Officer, a Subsidiary Meter has been installed in a manner so as to interfere with the operation of or access to the County's Meter, the Chief Administrative Officer may direct, in writing, that the Customer relocate or remove the Subsidiary Meter within a time frame selected by the Chief Administrative Officer.

Access to Meters

- 11 The Chief Administrative Officer may, at any reasonable time, read, inspect, remove or test a Meter installed on Property owned or controlled by the Customer.

Meter Readings

- 12 Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the County as a result of the Customer failing to provide or allow the County access to the Meter during a billing period:
 - (a) a notice may be left at the Customer's address requesting the Customer to contact the Chief Administrative Officer within 2 working days, advising of the date and time that the Chief Administrative Officer will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or
 - (b) in the case where the Customer does not contact the Chief Administrative Officer within 2 working days, the County may disconnect the Service Connection without any further notice until such time as an actual Meter reading can be obtained.

Meter Testing

13

- (1) At the request of a Customer, the Chief Administrative Officer shall arrange for on-site Meter verification and if necessary, shall arrange for a Meter to be tested by a person qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 97% and 103% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.

- (2) If the Meter is found to be recording inaccurately as defined above, the Chief Administrative Officer will:
- (a) repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the County; and
 - (b) the Account based on the readings of that Meter during the period of 4 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the County and the Customer in full settlement of any claim that may arise out of the error in the Meter.
- (3) The Chief Administrative Officer may at any time inspect or test any Meter, on its own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

Circumvention of Meter

14

- (1) If under any circumstances, a Person other than an authorized agent of the County prevents a Meter from accurately recording the total volume of water supplied, the County may disconnect the Service Connection or take other appropriate actions to ensure access to accurate Meter data or both.
- (2) The Chief Administrative Officer may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

PART V - FIRE HYDRANTS AND OTHER FACILITIES

Use of Water from Fire Hydrants

15

- (1) Unless authorized by the Chief Administrative Officer, no Person shall operate or interfere with a fire hydrant, whether owned by the County or privately owned, except as necessary for firefighting purposes.
- (2) A Customer requesting authorization to use water from a fire hydrant shall apply to the Chief Administrative Officer by paying all associated fees and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by the Chief Administrative Officer.
- (3) The Chief Administrative Officer will advise the Customer whether and on what terms the County is prepared to authorize use of a fire hydrant and any conditions (including without limitation, payments by the Customer) that must be satisfied as a condition of using a fire hydrant.

Fire Hydrant Flow Tests

16

- (1) No Person shall conduct fire hydrant flow tests without first obtaining the authorization of the Chief Administrative Officer.
- (2) Fire hydrant flow tests shall be conducted at the Customer's sole expense, including all costs associated with having a County representative attend to witness the test.

Private Fire Hydrants

17

- (1) A Customer who wishes to install a private fire hydrant on the Customer's Property may, upon obtaining approval for the installation from the Chief Administrative Officer, do so at the Customer's sole expense.
- (2) A Customer shall ensure that every private fire hydrant located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.
- (3) The Chief Administrative Officer may, at any reasonable time, inspect and test a private fire hydrant for compliance with the Water Bylaw.

Interference with Fire Hydrants

18

- (1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.
- (2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 1 meter around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

Operation of Curb Stops

- 19 No Person, other than an authorized representative of the County, shall operate a Curb Stop on any Property.

Cross Connections

20

- (1) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.
- (2) Where the Chief Administrative Officer determines that there exists a connection or Cross Connection prohibited by this Section, the Chief Administrative Officer shall give notice to the Customer to correct the connection or Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, disconnect the Service Connection immediately for such time as the prohibited connection or Cross Connection continues.

SCHEDULE “C”

TERMS AND CONDITIONS OF SEWER SERVICES

Unauthorized Use of Sewer System

1

- (1) No Person shall use the Sewer System, or allow the Sewer System to be used:
 - (a) in a manner that will impede the Sewer System’s use by other Customers;
 - (b) unless an Account has been opened by the Customer; or
 - (c) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of the Sewer System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of the Sewer System, the Chief Administrative Officer may disconnect the Service Connection immediately, without notice and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the County.
- (4) A Person that uses the Sewer System in contravention of this Section shall pay the following charges:
 - (a) the applicable rate for the Sewer Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this Section;
 - (b) all costs incurred by the County in dealing with the contravention; and
 - (c) any other applicable fees or charges provided for in Schedule “D.”

Alternate Wastewater Collection

- 2 Once a Property is connected to the Sewer System, no Person shall, unless authorized in writing by the Chief Administrative Officer, maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the collection or disposal of Wastewater on that Property.

- (1) The Chief Administrative Officer may allow a Person to maintain alternate Wastewater collection facilities described in subsection (1) subject to such terms and conditions as the Chief Administrative Officer deems necessary, including but not limited to imposing a limit on the period of time for which the alternate Wastewater collection facilities may be used.
- (2) No Person who has been granted permission by the Chief Administrative Officer to maintain an alternate Wastewater collection facility shall allow that alternate facility to be connected, directly or indirectly, to the Sewer System.

Authorizations and Approvals for Private Sewer Line

3

- (1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Sewer Line.
- (2) The County shall not be required to commence Sewer Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the County's requirements applicable to the installation and operation of the Private Sewer Line. The County reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

Discharge into Sewer System

4

- (1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Sewer System any matter other than domestic Wastewater resulting from normal human living processes.
- (2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Sewer System:
 - (a) any matter containing Hazardous Waste;
 - (b) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion;
 - (c) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Sewer System;
 - (d) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Sewer System;
 - (e) any condensing water, heated water or other liquids of a temperature higher than one hundred and seventy (170) degrees Fahrenheit;
 - (f) the contents of any privy vault, manure pit or cesspool; or
 - (g) the contents of a sump pump or surface drainage.

Commercial or Industrial Wastes

5

- (1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Sewer System unless prior approval has been granted by the Chief Administrative Officer and only then after any required pretreatment of the Wastewater or other matter as prescribed by the Chief Administrative Officer.
- (2) All necessary pretreatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

No Dilution

- 6 No Person shall dilute or permit to be diluted any Wastewater in order to enable its discharge in compliance with these Terms and Conditions.

Oil, Grease and Sand Interceptors

7

- (1) The Customer of any Property on which there is commercial or institutional food preparation shall provide a grease and oil interceptor on all fixtures that may release oil and grease.
- (2) The Customer of any industrial, commercial or institutional Property where vehicles or equipment are serviced, repaired, disassembled or washed shall provide a grease, oil and sand interceptor on all fixtures that may release grease, oil or sand.
- (3) The Chief Administrative Officer may require a Customer of any Property to install an interceptor if the Chief Administrative Officer, in its sole discretion, determines that an interceptor is required.
- (4) All interceptors shall be:
 - (a) of sufficient capacity and appropriate design to perform the service for which the interceptors are used;
 - (b) located to be readily accessible for cleaning and inspection; and
 - (c) maintained by the Owner.

Protection of Sewer System

8

- (1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Sewer System, except as authorized by the Chief Administrative Officer.
- (2) No person shall interfere with the free discharge of any Sewer Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Sewer System.
- (3) In case of a blockage, either wholly or in part, of the Sewer System by reason of negligence or the failure or omission to strictly comply with the provisions of this Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the

cleaning of such blockages and for any other amount for which the County may be held liable for due to such blockages.

Hauled Wastewater

- 9 No Person shall discharge or permit the discharge of hauled Wastewater except at a hauled Wastewater discharge location approved by the Chief Administrative Officer and only then in accordance with any terms and conditions imposed by the Chief Administrative Officer, including payment of applicable fees and charges.

Spills

10

- (1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to this Bylaw shall, immediately after becoming aware of the discharge, notify:

- (a) the Chief Administrative Officer and provide the following information:
 - i. name of the Person causing or permitting the discharge;
 - ii. location of the release;
 - iii. name and contact information of the Person reporting the discharge;
 - iv. date and time of the discharge;
 - v. type of material discharged and any known associated hazards;
 - vi. volume of the material discharged; and
 - vii. corrective action being taken, or anticipated to be taken, to control the discharge;
- (b) the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
- (c) any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge.

- (2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:

- (a) confine, remedy and repair the effects of the discharge; and
- (a) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

SCHEDULE "D"

COUNTY OF ST. PAUL WATER AND SEWER SERVICE FEES AND CHARGES

(1) The following fees and charges will apply for water and sewer services:

Monthly Water Rates for Pressurized System Customers:

County of St. Paul Regional System (Hamlets of Lottie Lake, Ashmont and Mallaig)

- Fixed Water Service Fee	\$60.00 per month
- Cost	\$2.33 2.37 per cubic meter
- Distribution	\$2.79 per cubic meter

Monthly Water Rates for Non-Pressurized System Customers

Elk Point Regional System

- Fixed Water Service Fee	\$51.65 per month
- Cost	\$1.66 \$1.55 per cubic meter
- No Distribution	

County of St. Paul Regional System (Outside Hamlet Boundaries)

- Fixed Water Service Fee	\$28.57 per month
- Cost	\$2.33 2.37 per cubic meter
- No Distribution	

Bulk Potable Water Sales:

Ashmont Truck Fill	\$6.50 per cubic meter
Mallaig Truck Fill	\$6.50 per cubic meter

Monthly Sewer Rates:

Ashmont	
- Fixed Monthly Sewer Service Fee	\$25 per month

Mallaig	
- Fixed Monthly Sewer Service Fee	\$25 per month

Exceptions to the above rates are as follows:

Mallaig

Account No.	Name	Amount	Service
20054.1	Heritage Homes	\$100.00	Flat Sewer
20055.1	Mallaig School	\$284.00	Flat Sewer

Ashmont

30148.1	Ashmont School	\$600.00	Flat Sewer
30012.1	Heritage Homes	\$100.00	Flat Sewer

Additional Fees:

Sewer Work	\$150.00/ hour, Minimum of 2 hours
Frozen water Line	\$150.00/ hour, Minimum of 2 hours
Valve Change	Hourly Rate, Plus Parts
Frost Plate	\$150.00
Power Auger	\$150.00/ hour, Minimum of 2 hours
Water Thawer	\$150.00/ hour, Minimum of 2 hours
Snake	\$150.00/ hour, Minimum of 2 hours

Turn on/Turn off Fee (All customers receive one free every calendar year; customers will be charged for second turn on/shut off in a year)	\$100.00
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<u>Connection to Regional Line</u>	At Cost
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<u>New Water Service Connection to Distribution Line</u> (includes cc valve, stem and casing, water meter & inspection)	\$1,500.00
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<u>New Water Service Connection to Regional Transmission Line</u> (plus additional costs for parts)	\$1,000.00
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<u>New Sewer Service Connection</u>	\$1,000.00
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<u>Septic Hauler Agreements</u>	\$250/year
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<u>Waste Water Transfer Station</u>	\$1.00/cubic meter
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SCHEDULE “E”
SPECIFIED PENALTIES

(1) Penalties under this By-law will be applied as follows:

Section	Offence	Specified Penalty
s. 17	Obstruct an authorized representative	\$200
Schedule “A”, s. 7(2)(b)	Backfill before Service Connection inspection	\$250
Schedule “A”, s. 9(2)(c)	Interfere with another Customer’s Service Connection/Water Services	\$200
Schedule “A”, s. 12(1)	Obstruct access to Facilities	\$500
Schedule “A”, s. 12(2)	Failure to manage vegetation on Property	\$200
Schedule “A”, s. 12(3)	Install structure that interferes with proper and safe operation of Facilities	\$200
Schedule “A”, s. 13(1)	Interfere with or alter Facilities	\$500
Schedule “A”, s. 16	Extend Customer-owned infrastructure beyond Property	\$750
Schedule “A”, s. 26	Supply false or inaccurate information	\$200
Schedule “B”, s. 1(3)	Fail to comply with Water Demand Management Measures	\$500
Schedule “B”, s. 2(1)	Obtain water from source not connected to the Water System	\$500
Schedule “B”, s. 2(3)	Connect an alternate water source to the Water System	\$500
Schedule “B”, s. 3(a)	Unauthorized resale of water	\$500
Schedule “B”, s. 3(b)	Supply water to Person intending to resell water	\$500

Schedule "B", s. 3(c)	Supply water to Property capable of own Service Connection	\$500
Schedule "B", s. 4(1)(a)	Use water in unauthorized manner	\$500
Schedule "B", s. 4(1)(b)	Impede water use of other Customers	\$200
Schedule "B", s. 4(1)(c)	Use water without an Account	\$500
Schedule "B", s. 4(1)(d)	Use water that did not pass through a Meter	\$500
Schedule "B", s. 9(1)	Unauthorized installation, testing, removal, repair, replacement or disconnection of Meter	\$500
Schedule "B", s. 9(2)	Break, tamper or interfere with Meter	\$500
Schedule "B", s. 9(4)	Obstruct access to Meter	\$250
Schedule "B" s. 15(1)	Unauthorized operation of a fire hydrant	\$750
Schedule "B", s. 16(1)	Unauthorized fire hydrant flow test	\$750
Schedule "B", s. 18(1)	Obstruct access to or operation of a fire hydrant	\$300
Schedule "B", s. 18(2)	Fail to maintain one meter clearance around fire hydrant	\$300
Schedule "B", s. 19	Unauthorized operation of Curb Stop	\$500
Schedule "B" s. 20(1)	Connection/Cross Connection that could contaminate water	\$750
Schedule "C", s. 1(1)(a)	Use Sewer System in unauthorized manner	\$500
Schedule "C", s. 1(1)(b)	Impede Sewer Use of other Customers	\$200
Schedule "C", s. 1(1)(c)	Use Sewer Service without an account	\$500
Schedule "C", s. 2	Unauthorized alternate sewer supply	\$500
Schedule "C", s. 4(1)	Discharge matter other than	\$500

	household waste	
Schedule "C", s. 5(1)	Discharging industrial wastewater without approval or proper pretreatment	\$500
Schedule "C", s. 6	Diluting Wastewater to allow for discharge into Sewer	\$500
Schedule "C", s. 8(1)	Tampering with Sewer System without authorization	\$500
Schedule "C", s. 8(2)	Interfering with the free discharge of Sewer Main	\$500
Schedule "C", s. 9	Discharge of hauled wastewater at location not approved by the Chief Administrative Officer	\$500
Any subsequent offence		Double the specified penalty listed above



Request for Decision

Council Meeting: December 10, 2019

8.22 Bylaw 2019-28 – Non-Profit Community Organizations Tax Exemption Bylaw

Request

The Non-Profit Community Organizations Tax Exemption Bylaw has been amended to remove the Lakeland Cross Country Ski Club as they no longer operate on the NE 29-58-9-W4 therefore this property no longer qualified for the tax exemption.

Budget/Financial – \$105 taxed on NE 29-58-9-W4 in 2020.

Legislation/Bylaw/Policy Consideration – Section 364(1) of the MGA and the Community Property Tax Exemption Regulation allows a Council to exempt from municipal taxation specified non-profit community organizations.

Alternatives

Recommendation

To give first reading to Bylaw 2019-28, Non-Profit Community Organizations Tax Exemption Bylaw.

To give second reading to Bylaw 2019-28.

To present Bylaw 2019-28 for third and final reading.

To give third reading to Bylaw 2019-28.

Submitted by: Phyllis Corbiere, Executive Assistant

BY-LAW NO. 2019-28

A BYLAW OF THE COUNTY OF ST. PAUL IN THE PROVINCE OF ALBERTA TO ESTABLISH PROPERTY TAX EXEMPTIONS FOR SPECIFIED NON-PROFIT COMMUNITY ORGANIZATIONS.

Whereas pursuant to section 364(1) of the *Municipal Government Act*, SA 1994, c. M-26.1, and the *Community Property Tax Exemption Regulation*, AR 281/98, Council may pass a bylaw exempting from municipal taxation specified non-profit community organizations.

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

1. Name

This Bylaw shall be named the “Non-Profit Community Organizations Tax Exemption Bylaw.

2. Exemption of Municipal Taxes

The property or portions of the property occupied by the non-profit community organizations listed in Schedule A are hereby exempted from municipal taxation provided that the organization:

- a) Submits an annual application to the Chief Administrative Officer or their designee requesting the exemption; and
- b) Continues to meet the required criteria provided for in the *Municipal Government Act*.

3. Adding Qualified Organizations

County Council may, by resolution, add non-profit community organizations to Schedule A.

4. Repeal of Bylaw

Bylaw No. 2018-22 is hereby repealed.

5. Effective Date

This Bylaw shall take effect on the date of passing thereof.

Read a first time in Council this 10th day of December, A.D. 2019.

Read a second time in Council this 10th day of December, A.D. 2019.

Read a third time in Council this 10th day of December, A.D. 2019.

Reeve

Chief Administrative Officer

SCHEDULE A

EXEMPTIONS GRANTED

Elk Point Trailriders Snowmobile Club

- NW-36-58-7-4 – Property owned by Richard Dargis
- NW 13-58-7-4 – Property owned by Hans Rohner

St. Paul Trailblazers Club

- SW 19-57-9-4 – Property owned by Andre and Therese Chamberland

Lac Sante Family Recreational Society

- NE 27-56-11-4 – Property owned by Dwayne and Joanne Ternovoy
- NE 15-55-10-4 – Property owned by the Crown
- NW 31-55-10-4 – Property owned by the Crown
- SE 26-56-11-4 – Property owned by the Crown

St. Paul Fish and Game Association

- SE 2-58-8-4 – Property owned by the St. Paul Fish and Game Association

Lakeland Radio Society (Hamm Radio Club)

- NW 3-56-9-4 – Property owned by Larry Petruk

~~Lakeland Cross Country Ski Club~~

- ~~NE 29-58-9-4 – Property owned by Wayne Cooknell and Suzanne Pruneau~~

Animal Shelter & Adoption Society for St. Paul & Area

- NE 6-58-10-4, Lot 1, Block 1, Plan 0829109
– Property owned by Animal Shelter & Adoption Society for St. Paul & Area



Request for Decision

Council Meeting: December 10, 2019

8.23 ADM-13 Driving and Vehicle Use Policy

Request

Policy ADM-13, the Driving and Vehicle Use Policy, is being presented to Council, as amended, to implement requirements for driving and vehicle use. This Policy was brought before the Policy Committee on November 26th, 2019.

Alternatives

None

Recommendation

Motion to approve Policy ADM-13, the Driving and Vehicle Use Policy as per the recommendations of the Policy Committee, effective January 1, 2020.

Submitted by: Kyle Attanasio, Director of Corporate Services

COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences



ADM-13 Driving and Vehicle Use Policy

Department: Administration

POLICY OBJECTIVE:

The County of St. Paul desires to establish guidelines for employee use of municipally owned vehicles and/or equipment as well as the use of personal vehicles to conduct County business activities.

The operation of vehicles and equipment is required to conduct County business. This Policy will specify County standards for employees operating vehicles to conduct County business, control vehicle usage, and reduce the County's liability exposure from the use of vehicles.

POLICY STATEMENT:

1.0 DEFINITIONS

- 1.1 For the purposes of this Policy, the following words shall have the intended meanings provided:
- a) "Vehicle" means a self-propelled wheeled vehicle registered to be driven on highways and may include heavy-duty equipment specifically designed for construction tasks starting in Section 4.0.

2.0 REQUIREMENTS TO DRIVE

- 2.1 Only authorized drivers approved by the employee's immediate supervisor may operate a County Vehicle.
- 2.2 To become authorized, all drivers must demonstrate that they hold a current driver's license and it must be appropriately classed for the Vehicle the driver is assigned to drive. If a new employee holds a driver's license from another jurisdiction with a reciprocal licensing agreement, they must convert that license to an Alberta license within the time period allowable by law and provide their immediate supervisor with a copy of the new license.
- 2.3 Authorized drivers must purchase their driver's license at their own expense. The County may choose to reimburse those employees who gain further licensing at the County's request.

- 2.4 All authorized drivers shall be required to complete an Alberta Government Driver Abstract Consent Form, providing their name, address, driver's license number, date of birth, and signature that will authorize the County of St. Paul to request a Driver's Abstract for any County employee authorized to drive a County-owned Vehicle.
- 2.5 Annual five (5) year Standard Driver Abstracts shall be required for all employees where driving is part of accomplishing their assigned duties. Abstracts shall be procured by the Occupational Health and Safety Department with the consent of the employee and will thereafter become part of his/her permanent personnel file.
- 2.6 Annual five (5) year Commercial Driver Abstracts are required for all employees who are commercial drivers for the County. Abstracts will be procured by the Occupational Health and Safety Department with the consent of the employee. The employee's driver's abstract will thereafter become part of his/her driver file as per the National Safety Code Standard.
- 2.7 Commercial drivers must submit to Public Works a record of all driver and safety-related training that they receive. This documentation shall be maintained in their driver file as per Section 41 of the National Safety Code Standard.
- 2.8 The cost of medicals required as part of the licensing requirements for an employee's position shall be paid for or reimbursed by the County.

3.0 AUTHORIZED USERS

- 3.1 The County of St. Paul requires that certain employees, as a condition of their employment, are "on-call" and have access to a County Vehicle to respond to both emergency and non-emergency situations outside of regular hours of work. When authorized, County Vehicles shall be parked after working hours at the employee's place of residence.
- 3.2 The County authorizes the use of County Vehicles for transportation from work to their home residence daily to support County business activities. Directors shall determine the employees requiring the assignment of a County Vehicle in conjunction with the Chief Administrative Officer.
- 3.3 County Vehicles are considered non-personal use and shall be limited to the performance of duties associated with all operations of the County and shall not be used for any personal use outside the activities contemplated in Section 4.3.
- 3.4 On occasions where, as a condition of employment, an employee does not fall into the category of "on-call" as listed in Section 1.2, but is required to take home a County-owned vehicle on a temporary basis, the employee shall receive authorization in writing from their Director, and shall be required to adhere to this Policy.

- 3.5 All other personnel who may have a Vehicle allocated to them shall return the vehicles to their principal work site at the end of the working day. No unauthorized employees may take a County Vehicle to their principal residence daily after work.
- 3.6 An authorized driver shall not operate a Vehicle if his/her driver's license is invalid, suspended, or revoked. Any change in the employee's operating endorsement, including those received while off duty, must be reported immediately to the employee's supervisor.

4.0 GUIDELINES FOR COUNTY-OWNED VEHICLE USAGE

- 4.1 The County employee assigned to a Vehicle shall be the sole person authorized to use that Vehicle and shall not allow unauthorized individuals to operate or access the Vehicle at any time.
- 4.2 Employees assigned a County Vehicle for commuting purposes may carry out incidental personal activities such as stopping at the grocery store, picking up children or family members, attending appointments, picking up the mail, etc. on his/her way home, but only if the stop does not add undue mileage to the trip and is within a reasonable distance of the route to and from the employee's assigned work site. If incidental personal vehicle use is determined to be abused by the authorized employee's Director, this privilege may be revoked at any time.
- 4.3 Authorized employees assigned a County Vehicle shall be subject to income tax regulations as established by the Canada Revenue Agency. Employees shall track and report their personal mileage accrued while using a County Vehicle to the Payroll Technician annually. The Payroll Technician will include the value of personal mileage, as a taxable benefit, on employees' annual T4 Form.
- 4.4 Authorized drivers shall comply with all Alberta traffic safety laws, legislation, County policies, operating procedures, safety manual, and always act in a safe and courteous manner. Failure to do so may result in disciplinary action.
- 4.5 An authorized driver, while operating a County Vehicle shall:
- a) Obey all posted speed limits and reduce speed in accordance with road, weather, and vehicle conditions and vehicle type;
 - b) Conduct vehicle and/or equipment pre-trip and post-trip inspections and immediately report any problems as soon as becoming aware of the problem;
 - c) Ensure that all vehicles and/or equipment is kept clean, orderly, and that any maintenance concerns are reported to the Shop Manager;
 - d) Not smoke, vape, or use chewing tobacco while using a vehicle or piece of equipment;

- e) Prior to operation, ensure that there is a valid registration, insurance certificate, and all necessary incident reporting forms within the vehicle;
- f) When left unattended, vehicles shall be turned off, keys removed, and doors locked;
- g) Use his or her seat belt at all times;
- h) Be a professional and courteous driver by exercising caution and discretion;
- i) Be prepared to avoid accident-producing situation by practicing and promoting defensive driving skills;
- j) Immediately report all accidents or damage to vehicles or equipment to his or her immediate supervisor and complete or aid with the appropriate incident reporting;
- k) Comply with the Fit for Duty Policy and never operate a County-owned vehicle after the consumption of alcohol, illegal or legal drugs, or the misuse of prescription drugs;
- l) Comply with the distracted driving legislation and never operate a vehicle or piece of equipment while using hand-held phones or electronic devices. Authorized drivers are restricted from placing phone calls, texting, e-mailing, reading printed materials, writing, wearing earphones, engaging in personal grooming or performing any other distracting activities while driving.
- m) Not attempt tasks that are beyond the vehicle's or their own personal capabilities; and
- n) For all Vehicles that fall under the National Safety Code, ensure that all applicable cargo is contained, immobilized, or secured in accordance with the NSC Standard 10 Load Securement so it cannot leak, spill, blow off, fall from, or otherwise dislodge from vehicles.

4.6 Passengers are allowed in County Vehicles if they are County employees engaged in County-related business or are non-employees engaged in County business, such as a contractor, councillor, engineer, or ratepayer.

4.7 The County recognizes that when periodically carrying out incidental personal activities as described in Section 4.2, employees may have family members as passengers in a County Vehicle. Family members are permitted as passengers, but the County strongly encourages authorized employees to minimize the transportation of family members and aim to use their own vehicles when practicable.

- 4.8 All County Vehicles shall be identified with the County logo and fleet unit numbers on both sides.
- 4.9 County Vehicles are not to remain idling for longer than fifteen (15) minutes while the vehicle is not in motion. Authorized drivers should strive to conserve fuel while operating County Vehicles. Longer periods of idling shall be permitted when providing safety to employees during periods of extreme weather.
- 4.10 County Vehicles should only contain those materials, tools, and equipment for which the Vehicle was designed and that are necessary for carrying out the County business assigned to that Vehicle and its operator. The County shall not be liable for the loss or damage to personal property transported in the Vehicle.
- 4.11 Employees are responsible for paying any traffic, parking, or other penalties incurred while operating any County Vehicle. Exceptions may be made, at the Chief Administrative Officer's or their designee's discretion, for commercial violation incurred as a result of a vehicle issue or over-loading infraction over which the driver had no direct control.
- 4.12 If an employee is found to be responsible for ongoing abuse, neglect, or willful damage to a County Vehicle, they will receive discipline up to and including termination.
- 4.13 Employees shall operate emergency Vehicles at a speed and in a manner that is safe, considering all circumstances, including weather, road conditions, and volume of traffic.
- 4.14 Fire Services employees travelling in their personal vehicle to a fire station while responding to a fire call must do so without violating speed limits or traffic laws.
- 4.15 Each authorized employee shall receive a copy of this Policy and be required to sign and date an Acknowledgement Form, which demonstrates that the employee has reviewed the Policy, understands its contents, and agrees to the conditions of use. The Acknowledgement Form shall be kept in employee personnel files.

5.0 GUIDELINES FOR PERSONAL VEHICLE USAGE TO CONDUCT COUNTY BUSINESS

- 5.1 Any employee desiring to use their personal vehicle to conduct County business including but not limited to attending meetings, conferences, training sessions, inspections, or running errands, shall request authorization from their supervisor.
- 5.2 If authorized, the employees using their personal vehicle to conduct County business shall, at a minimum, carry out the following:
 - (a) Communicate to their insurer that they will be using their personal vehicle for the purpose of carrying out County business to determine if additional insurance coverage is required;

- (b) Provide written proof of insurance for \$2,000,000.00 third party liability coverage to their immediate supervisor indicating the employee can use their personal vehicle for business purposes and that their personal insurance coverage is in full force and effect and must advise the County should their insurance coverage change or not be renewed; and
 - (c) Complete an Affidavit of Insurance Coverage Form and a Driving for Work Agreement with the County.
- 5.3 If an employee does not obtain authorization or fails to provide the required documentation and uses their personal vehicle for County business, the employee may be subject to disciplinary action.
- 5.4 The County shall provide to staff, Council, or appointed members that use their own vehicles while on County business a mileage rate per kilometre, which shall be established by resolution of Council as per the Canada Revenue Agency's Automobile Allowance Rates.
- 5.5 An expense claim must be submitted as soon as is conveniently feasible once the mileage is incurred. Payment will then be made by cheque.

Council Approval: September 14, 2010
Amended: December 10, 2019



Request for Decision

Council Meeting: December 10, 2019

8.24 HR-27 Hiring Policy

Request

Policy HR-27, the Hiring Policy, is being presented to Council, as amended, to provide guidelines for hiring. This Policy was brought before the Policy Committee on November 26th, 2019.

Alternatives

None

Recommendation

Motion to approve Policy HR-27, the Hiring Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences

HR-27 Hiring Policy

Department: Human Resources

POLICY OBJECTIVE:

The County of St. Paul desires to establish standards for hiring employees.

POLICY STATEMENTS:

1.0 Advertising

- 1.1 Job postings for all vacant positions shall be posted internally at both the Administration Office and Public Works Building.
- 1.2 Job postings for all vacant positions shall be advertised publicly using the County's website, local papers, and appropriate websites, for a minimum of two weeks.
- 1.3 The Chief Administrative Officer or the hiring supervisor shall ensure that advertising is posted as per this Policy.

2.0 Restructuring

- 2.1 Periodically when organizational restructuring is occurring, the Chief Administrative Officer shall have the discretion to appoint existing staff to vacant positions without posting internally or advertising publicly.

3.0 Interview Process

- 3.1 The Chief Administrative Officer or the hiring supervisor shall establish an interview committee to review applications, shortlist, and interview.
- 3.2 References shall be required and contacted prior to selecting the successful candidate.

4.0 Documentation

- 4.1 All job applications will be kept on file for a minimum period of **six (6) months** ~~one (1) year~~.

5.0 Driver's Abstracts

- 5.1 All prospective employees applying for positions that require driving as part of their job duties shall be required to provide a driver's abstract as part of their application. A favourable driving record shall be a requirement for all driving positions.
- 5.2 The Chief Administrative Officer in consultation with the Regional Director of Occupational Health and Safety shall have final discretion regarding the hiring of employees required to drive as part of their job duties.

6.0 Vacancies Within Probationary Period

- 6.1 Should a position become vacant within the probationary period, the appropriate Director or Chief Administrative Officer may elect to review the previously shortlisted and interviewed candidates to fill the vacant position.

7.0 Vacancies Outside the Probationary Period

- 7.1 Should a position become vacant outside the probationary period, the appropriate Director or Chief Administrative Officer may elect to review job applications that remain on file to determine if a qualified applicant is available to fill the vacant position. This option may be taken when finding a replacement promptly is important to maintaining the County's levels of service or executing its work plan.

~~Notice of permanent positions such as non-supervisory administration, supervisory, management, and senior management shall be posted internally and advertised publicly.~~

- ~~2. Short-listing and interviews for non-supervisory positions shall be conducted by a member of senior management as well as the immediate supervisor.~~
- ~~3. Short-listing and interviews for supervisory positions shall be conducted by a member of senior management and management.~~
- ~~4. Short-listing and interviews for senior management and management positions shall be done by a committee of applicable senior managers.~~
- ~~6. All permanent employees shall successfully complete a probationary period of up to six (6) months that will be identified in a letter of hire. Seasonal employees are subject to a probationary period of one (1) season of work.~~

Council Approval: September 14, 2010
Amended: December 10, 2019



Request for Decision

Council Meeting: December 10, 2019

8.25 SAF-38 Safety Training Policy

Request

Policy SAF-38, the Safety Training Policy, is being presented to Council, as amended, to implement additional guidelines for carrying out safety training. This Policy was brought before the Policy Committee on November 26th, 2019.

Alternatives

None

Recommendation

Motion to approve Policy SAF-38, the Safety Training Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences



SAF-38 Safety Training Policy

Department: Occupational Health and Safety

POLICY OBJECTIVE:

The County of St. Paul desires to provide employees with the occupational health and safety training that is necessary to protect employees and to mitigate and minimize the County's loss of physical human resources.

POLICY STATEMENT:

1.0 Training

1.1 Safety training shall include but is not limited to the following:

- a) Safety orientations for new employees and contractors;
- b) Job-specific training;
- c) Safety training for all employees;
- d) Task and trade-specific training and certifications;
- e) Specialized safety training.

Council Approval: September 14, 2010
Council Amended: December 10, 2019



Request for Decision

Council Meeting: December 10, 2019

8.26 PW-55 Driveway Snow Removal Policy

Request

Policy PW-55, the Driveway Snow Removal Policy, is being presented to Council, as amended, to revise the County's Driveway Snow Removal Program. This Policy was brought before the Policy Committee on November 26th, 2019.

Alternatives

None

Recommendation

Motion to approve Policy PW-55, the Driveway Snow Removal Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences

PW-55 Driveway Snow Removal Policy

Department: Public Works

POLICY OBJECTIVE:

The County of St. Paul desires to arrange for the removal of snow from residents' driveways during the winter season.

POLICY STATEMENTS:

1.0 Snowplow Agreements

- 1.1 Residents wishing to have snow removed from their driveway by County employees will be required to sign a Snowplow Agreement.

2.0 Snowplow Flags

- 2.1 Upon executing a Snowplow Agreement, Snowplow Flags can be purchased from the County at a fee set by Council in the Fee Schedule Bylaw. One (1) Snowplow Flag entitles a resident to one (1) driveway clearing.
- 2.2 Snowplow Flags may be purchased at the County Administration Office, County Public Works Building, or the Town of Elk Point Administration Office.
- 2.3 Residents are encouraged to purchase multiple flags for each winter season as they do not expire.
- 2.4 Residents shall place the Snowplow Flag on their rural address sign to indicate that snowplowing service is required. Residents may call the Public Works Department to request snow clearing if staff are no longer in the area. However, if additional travel is required to provide the service, residents may be charged additional hourly fees in accordance with the Fee Schedule Bylaw.

3.0 School Bus Routes

- 3.1 Residents who live at the end of a school bus route where the school bus must enter the yard to turn around will have their driveway cleared at no charge. This request must come from St. Paul Education Regional Division No. 1. Residents must sign a Snowplow Agreement and obtain a Snowplow Flag.

4.0 Seniors

- 4.1 Seniors (age 65+) in the County can sign a lifetime Snowplow Agreement but must pick up a County-issued Snowplow Flag annually with colours varying from year to year. This service is provided at no charge if the senior resides at that land location. This also applies to widowed persons who were married to a senior but is not a senior themselves **for the remainder of the current winter season.**

5.0 Seasonal Residents

- 5.1 **Seasonal residents shall be defined as those residents with a permanent residence, as identified by a piece of government-issued identification, outside the County's corporate limits. These residents are ineligible for driveway snow removal servicing.**

~~———— This service is not offered to seasonal residents.~~

6.0 Persons with Disabilities

- 6.1 Disabled persons can sign a Snowplow Agreement and pick up a ~~County-issued~~ Snowplow Flag (colours shall vary) at no charge. ~~Proof of disability may be required to obtain this service under this section.~~ The County reserves the right to request proof of disability from the resident **as a condition to obtaining this service.**

7.0 Right to Refuse

- 7.1 If a resident's driveway is too narrow **or unsafe** for County equipment **to access and complete the work**, the County retains the right to refuse to grade the driveway. **In this situation, the County will provide a written notice to the resident explaining the reason for refusing the work and will provide a refund for any snow flag purchases the resident has incurred.**

Council Approval: September 14, 2010
Amended: December 8, 2015
Amended: November 13, 2018
Amended: December 10, 2019



Request for Decision

Council Meeting: December 10, 2019

8.27 ADM-80 Street Lighting Request Policy

Request

Policy ADM-80, the Street Lighting Request Policy, is being presented to Council, as amended, to revise the County's street lighting request process. This Policy was brought before the Policy Committee on November 26th, 2019.

Administration will prepare a list of street light requests that have been tabled and bring them forward to the January Council Meeting for further discussion.

Alternatives

None

Recommendation

Motion to approve Policy ADM-80, the Street Lighting Request Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services

COUNTY OF ST. PAUL NO. 19

Our Mission - To create desirable rural experiences



ADM-80 Street Lighting Request Policy

Department: Administration

POLICY OBJECTIVE:

The County of St. Paul desires to provide street lighting that meets a defined level of service to balance enjoyment of property, safety, the environment, and financial considerations.

POLICY STATEMENTS:

1.0 Definitions

1.1 The following terms shall be defined as follows:

- (a) "Street Lighting" means the provision of lighting at night in public places to illuminate roadways.

2.0 Eligibility

2.1 This Policy shall apply to County road rights-of-way only.

2.2 The street lighting systems in the County shall be divided into two categories:

- (a) Street lighting within hamlets; and
- (b) Street lighting within lake subdivisions.

3.0 Public Requests

3.1 Requests may be received by the County for various reasons including but not limited to the addition or removal, rearrangement, or refurbishing of streetlights. To provide consistency, residents wishing to make a request shall follow the process outlined below:

- (a) Written requests for new streetlights and/or changes in existing streetlights must be made to the Chief Administrative Officer. Requests shall include the primary concern, a list of supporting residents, and contact information for follow up;

- (b) Upon receipt of the street lighting request, in consultation with the divisional councillor, the Public Works Department shall conduct a field survey of the requested site. This survey may include determining the existing lighting conditions (analysis of the number of streetlights, locations, spacing, fixture types, poles, and any other pertinent information). Data generated by this survey will be cross-referenced with data in the GIS system. The results of this field survey will be presented to the Chief Administrative Officer.
- (c) The area will be reviewed and the effects the request will have on the area will be assessed. The review may include assessments of the following:
 - (i) Night activity – key origin or destination points or areas with pedestrian activity;
 - (ii) History of accidents – instances where improved lighting can be reasonably assumed to improve the safety of the road and/or intersection;
 - (iii) History of crime – instances where improved lighting can be reasonably assumed to deter future criminal activity;
 - (iv) General Municipal Servicing Standards – if clearly not in conformance with the local design standards;
 - (v) Potential hazards – any natural or physical constraints or impaired sightlines whose effects would be lessened by improved lighting; and
 - (vi) Potential light pollution – consider any potential negative effects on existing residences, buildings, or natural areas.
- (d) If installation is recommended after the review, the Chief Administrative Officer shall present a Request for Decision to Council to approve the new or replacement street lighting installation.

4.0 Financial Considerations

- 4.1 All Street Lighting shall be obtained through the invested type of billing.
- 4.2 The County shall meet with their street lighting service provider on an annual basis to review the updates to the GIS database, review the agreement in place between the County and service provider, and review any changes to the Street Lighting system.
- 4.3 Where requests for Street Lighting changes are not approved using the process outlined in Section 3.0, the requesting person or community may have the opportunity to enter into a Local Improvement Tax Agreement with the County,

as outlined in the *Municipal Government Act*, or install a light on their property at their own expense.

5.0 Asset Management

- 5.1 All future streetlight data including location, type, year of installation, and any other pertinent information, shall be entered in the County's GIS database as they are installed. When an existing streetlight is replaced or repaired, the GIS database shall be updated for that light.

6.0 Health and Environment

- 6.1 As a general objective, the County shall seek to reduce light pollution of the night sky and any light trespassing on adjacent properties. The County shall endeavor to provide future installations that are dark sky approved.
- 6.2 All new street lighting installation shall have light emitting diode (LED) luminaires and be fully shielded (pointing downward).

Council Approval: September 14, 2010
Amended: December 10, 2019



Request for Decision

Council Meeting: December 10, 2019

8.28 Appendixes for 2020 Public Works Strategic Plan

Request

At the October 8 Council Meeting, Council approved the 2020 Public Works Strategic Plan without the appendixes. The appendixes to accompany the Strategic Plan is attached.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Recommendation

Administration is recommending approving the Equipment List and Bound Scopes Appendixes to be attached to the 2020 Public Works Strategic Plan.

Submitted by: Phyllis Corbiere, Executive Assistant

Pricing for 2020 Equipment List

*

		Preferred	Deferred-2021
1	CAT 14m3 Grader	\$ 690,000.00	
1	CAT 160m3 Grader	\$ 554,000.00	
2	x2 1T Pickups	\$ 100,000.00	
3	Highway Tractor with Fifth Wheel Plat	\$ 200,000.00	
4	CAT 6T LGP - ON HOLD	\$	619,000.00
5	Volvo AC30 - ON HOLD	\$	457,000.00
6	Skidsteer	\$ 80,000.00	
6	Tri Axle gooseneck skid steer trailer	\$ 17,000.00	
7	Used 200hp frt. Assist Tractor and Heavy Duty Disc	\$ 120,000.00	
8	Tri Axle End Dump Gravel Trailer	\$ 73,000.00	
9	CAT 815K Compactor	\$	725,000.00
	CAT RM500B Reclaimer		\$ 900,000.00
	CAT 627K Buggy		\$ 1,250,000.00
	Volvo AC30		\$ 596,000.00
	Tandem Axle Gravel Truck with Sander, Plow & Wing		\$ 260,000.00
	Tri Axle Belly Dump Gravel Trailer		\$ 63,000.00
**			
SELL	CAT 14M Grader MG-01	\$ (100,000.00)	
	CAT 14M Grader MG-14	\$ (100,000.00)	
	D8 Cat Dozer	\$ (200,000.00)	
	Volvo AC30 Rock Truck	\$ (30,000.00)	
	2006 Service Truck	\$ (20,000.00)	

\$ 3,185,000.00 \$ 3,069,000.00

* Pricing is from quotes, Public Works will endeavour to sharpen these numbers

** Sales from equipment next spring will also be input for delta calculations, these are estimates only



2020 County Schedule

Description								
Priority	Div	Scope	Status	Client	Comments	Area	Length Width (M)	
							31600	
3	1	GB- Construction	complete		2019	Rge.Rd.43 (Culvert Replacement)	8	500
3	1	Special Projects	complete		2019	Frog Lake Cemetery		
4	1	Bridge File			2020	BF 6575 (SW 17-56-3-4 TWP 562)		
4	1	Brushing & Ditching			2020	RR 53 N TWP 560	8	1000
3	1	Reclaimer		CNRL	2020	TWP 560 - West of HW41	8	400
1	1	Reclaimer			2020	RR63 TWP 560-561	7	2300
1	1	Reclaimer		CNRL	2020	TWP 574 (RR43-50)	8	3200
1	1	Reclaimer		CNRL	2020	RR 53 - two spots 572-580 ockermans	8	600
3	1	Rip & Pack		CNRL	2020	RR 62 (CN Pit)	8	2100
2	1	Rip & Pack		Secure	2020	RR 40 (Secure)	8	2500
1	1	Reclaimer		CNRL	2021	RR 61 N&S -Willow RG Road	8	200
	1	GB- Construction			2022	TWP Rd 570 (E of TWP Rd 41)	8	1600
	1	GB- Construction			2022	RGE Rd 40 (N of TWP Rd 570)	8	800
1	1	Rip & Pack		CNRL	2019 - back to gravel	RR 61 (CNRL)	8	3200
5	1	GB-Construction		CNRL	2019-turn back to gravel	TWP 582 West of RR52	7	1600
1	1	Reclaimer		CNRL	2019-turn back to gravel	RR55 north of moosehills	8	3200
1	1	Reclaimer		CNRL	2020-turn back to gravel	RR44 TWP 574-580	8	3200
2	1	GB-Construction			turn to gravel	RR 55 north of Moose Hills Road	9	900
3	1	GB-Construction		CNRL	under review by CNRL	TWP 554 RR61-62	9	1100
1	1	GB-Construction		CNRL	under review by CNRL	TWP 580 RR61-62	9	3200



Rge.Rd. 63
Rge.Rd. 62
Rge.Rd. 61
Rge.Rd. 60
Rge.Rd. 55
Rge.Rd. 54
Rge.Rd. 53
Rge.Rd. 52
Rge.Rd. 51
Rge.Rd. 50
Rge.Rd. 45
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Rge.Rd. 42
Rge.Rd. 41
Rge.Rd. 40

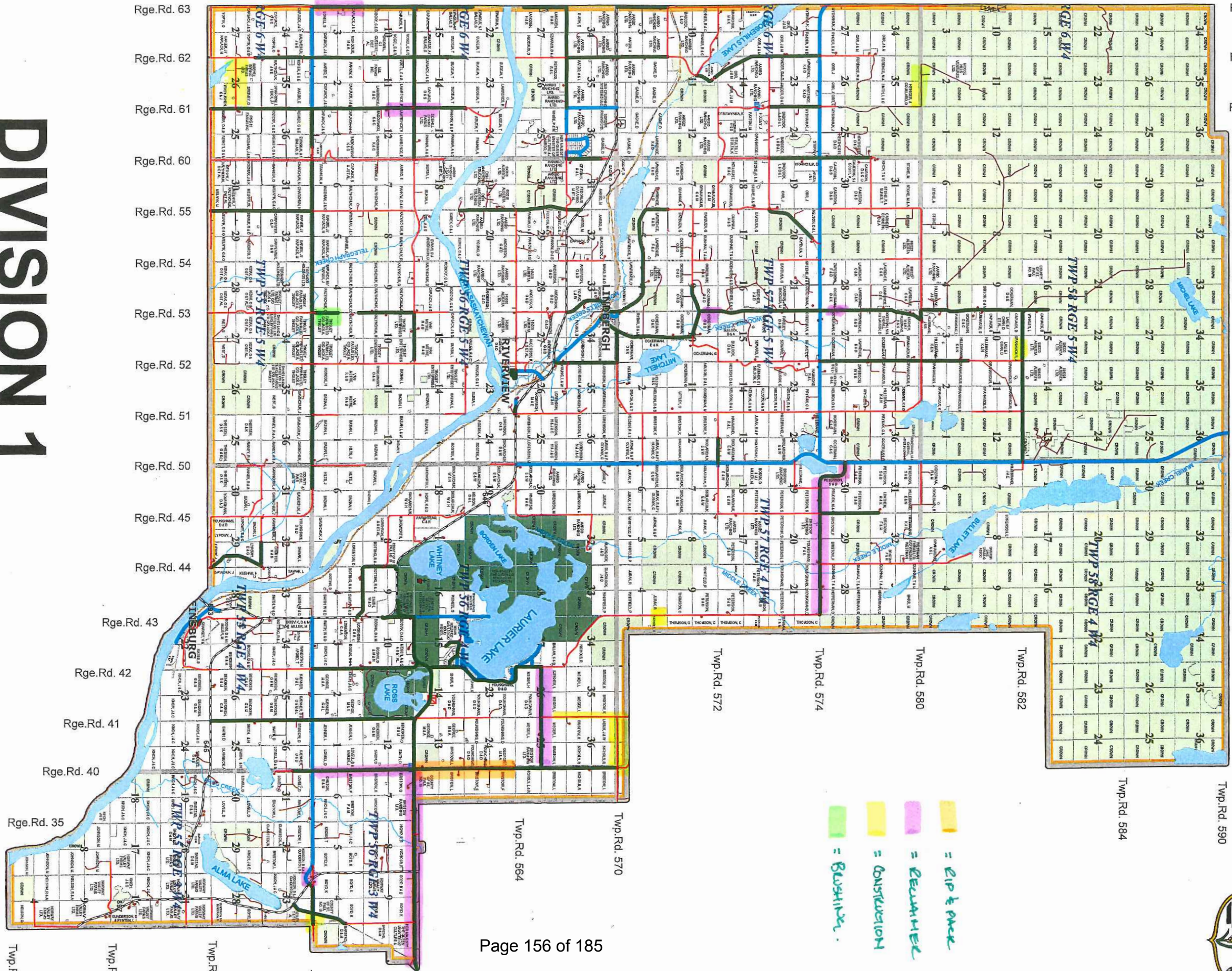
Twp.Rd. 590
Twp.Rd. 584

= RIP & P&C
= REPAIRED
= CONSTRUCTION
= BRUSHING

Twp.Rd. 582
Twp.Rd. 580
Twp.Rd. 574
Twp.Rd. 572

Twp.Rd. 570

Twp.Rd. 564



DIVISION 1

Rge.Rd. 63
Rge.Rd. 62
Rge.Rd. 61
Rge.Rd. 60
Rge.Rd. 55
Rge.Rd. 54
Rge.Rd. 53
Rge.Rd. 52
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Rge.Rd. 45
Rge.Rd. 44
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Rge.Rd. 33

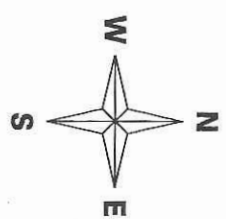
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ROAD SURFACE TYPE

COUNTY GRAVEL

COUNTY OIL

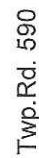
COUNTY PAVED





2020 County Schedule

Description								
Priority	Div	Scope	Status	Client	Comments	Area	Length	Width (M)
								48200
4	2	Special Projects	complete		2019	Stoney Lake Campground		
4	2	Bridge File			2020	BF 75583 (TWP 572- SE 14-57-7-4)		
4	2	Brushing & Ditching			2020	RR 74 (TWP570-572)	7	3200
4	2	Brushing & Ditching			2020	RR 71 (TWP554-560)	8	3200
	2	Chip Seal			2020	RR 74 (Richland)	8	500
1	2	Cold Mix			2020	Armistice Road	8	6500
4	2	Ditching			2020	RR 73 (N-S of TWP 570)	7	1600
4	2	Ditching			2020	RR 71 (TWP580-582A)	8	4000
4	2	Ditching			2020	TWP 584 (RR74-80)	8	3200
	2	GB- Construction			2020	RR 72 North of Armistice	8	4000
1	2	Rip & Pack			2020	RR 75 - Armsistice	7	1600
1	2	Rip & Pack			2020	TWP 560 (Gideon Lake)	8	6500
1	2	Cold Mix			2021	TWP 562-RR82	8	4200
	2	GB- Construction			2021	TWP Rd 560 (W of RGE Rd 83)	8	1600
2	2	Brushing & Ditching		CNRL	2020 brushing review	RR 65 - Reimer	9	900
3	2	Rip & Pack	in progress		finish cold mix in 2020	RR 74	7	4000
4	2	GB-Construction			PW to review this	RR71 - 560-562	7	3200



ROAD SURFACE TYPE	COUNTY GRAVEL	COUNTY OIL	COUNTY PAVED
1	2	3	4

= Rip & pack

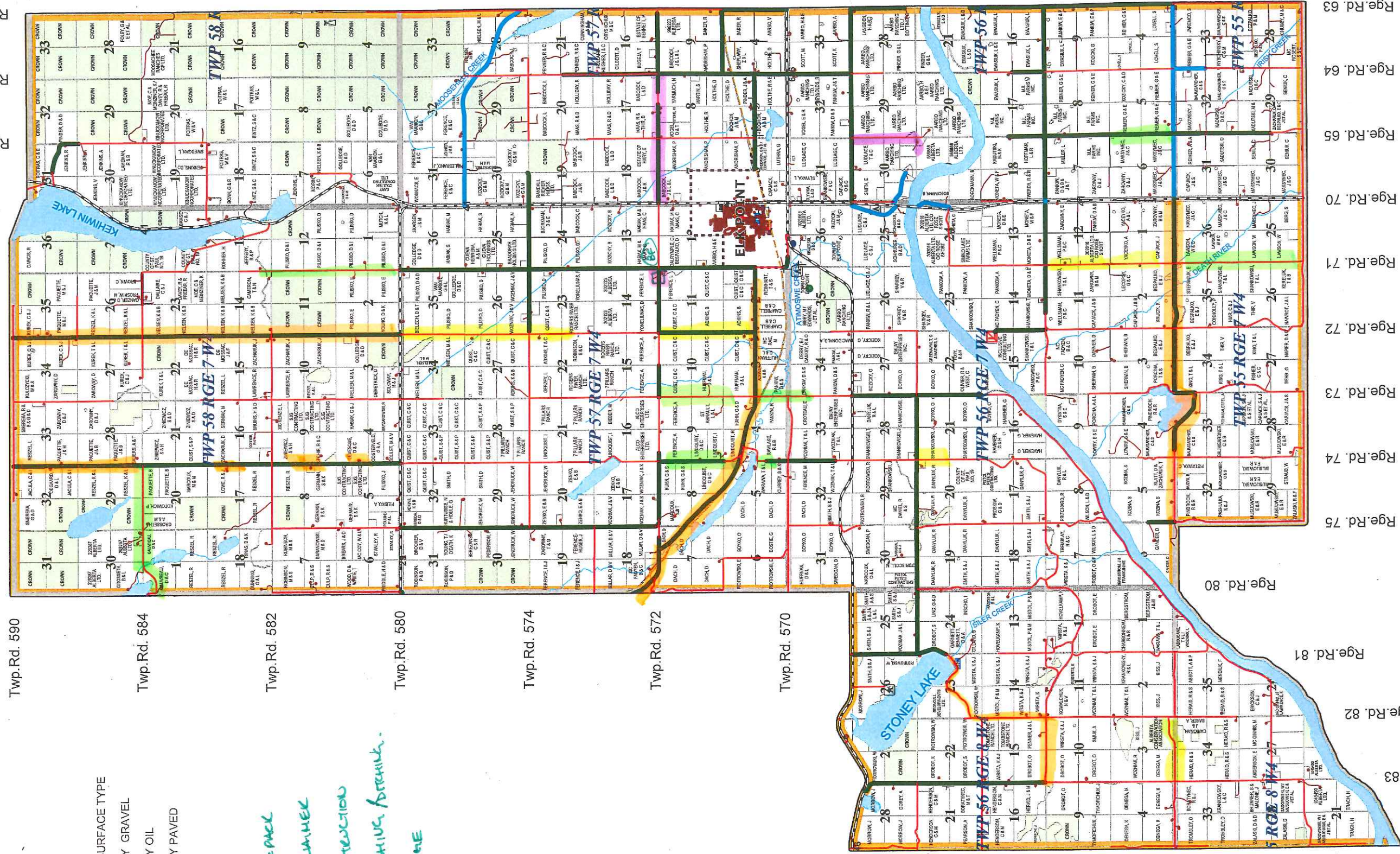
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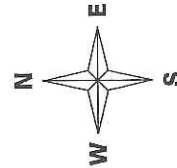
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DIVISION 2





2020 County Schedule

Description									
Priority	Div	Scope	Status	Client	Comments	Area		Length	Width (M)
									23200
4	3	Bridge File			2020	BF 71794 SW 34-55-9-4 RR93			
1	3	Cold Mix			2020	Armistice Road	8	6500	
2	3	Reclaimer			2020	TWP 582 East of RR93	7	800	
4	3	Reclaimer			2020	RR 85 (North of 29)	7	4000	
3	3	Reclaimer			2020	TWP 584 (93-91)	7	3100	
4	3	Reclaimer			2020	RR 91 N of 29 (Repair oil by bins)	7	200	
5	3	Rip & Pack			2020	RR 85 (South of 570)	7	1400	
	3	GB- Construction			2024	RGE Rd 91 (N of SEC HWY 646)	8	6400	
	3	GB- Construction			2024	TWP Rd 571A (E of RGE Rd 91)	8	800	



DIVISION

3

ROAD SURFACE TYPE

COUNTY GRAVEL

COUNTY OIL

COUNTY PAVED

Twp.Rd. 590

Twp.Rd. 584

Twp.Rd. 582

Twp.Rd. 580

Twp.Rd. 574

Twp.Rd. 572

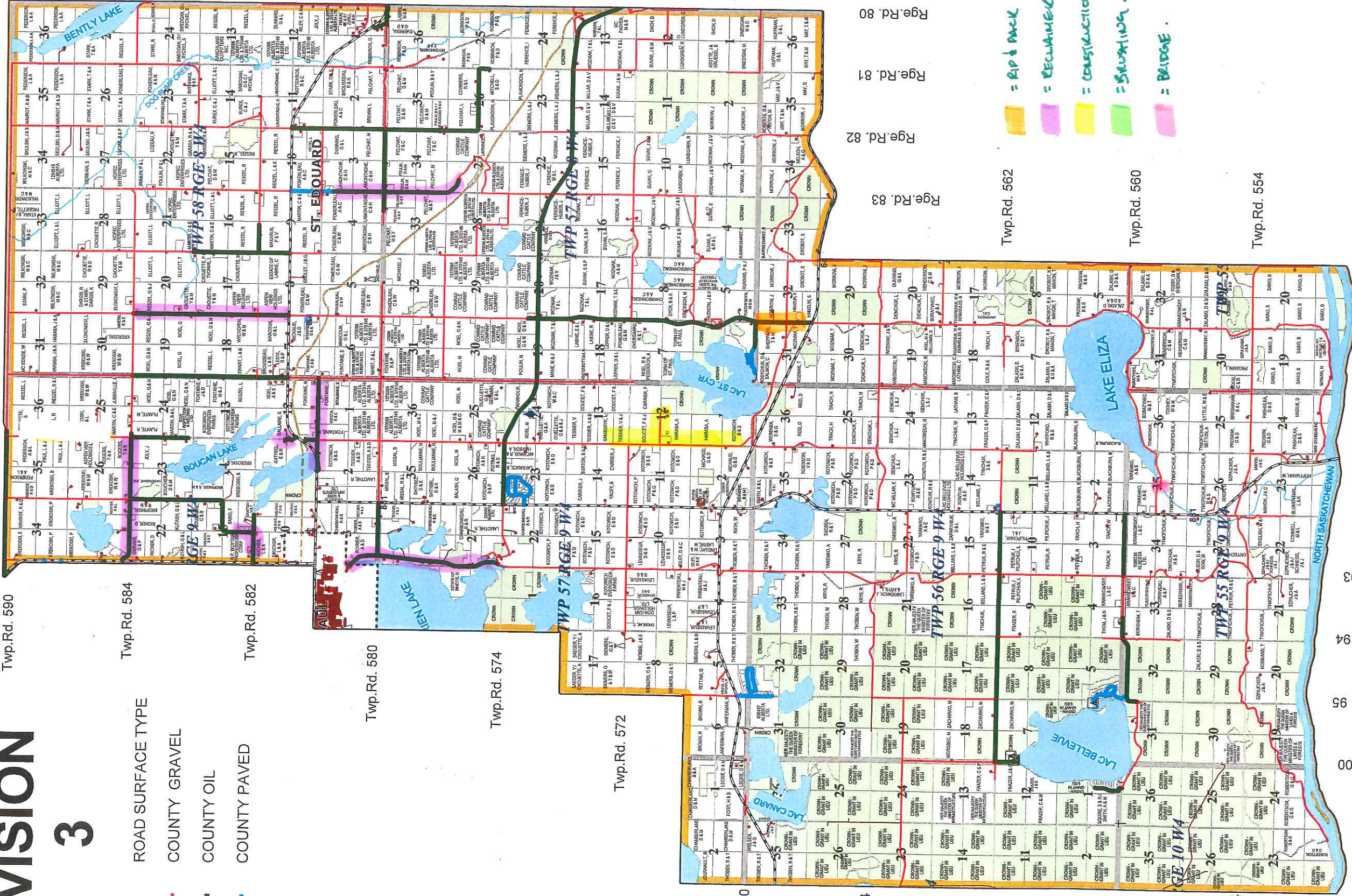
Twp.Rd. 570

Twp.Rd. 564

Twp.Rd. 562

Twp.Rd. 560

Twp.Rd. 554



Rge.Rd. 102

Rge.Rd. 101

Rge.Rd. 100

Rge.Rd. 95

Rge.Rd. 94

Rge.Rd. 93

Rge.Rd. 92

Rge.Rd. 91

Rge.Rd. 90

Rge.Rd. 85

Rge.Rd. 84

Twp.Rd. 554

Twp.Rd. 560

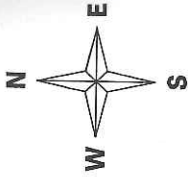
Twp.Rd. 562

Rge.Rd. 83

Rge.Rd. 82

Rge.Rd. 81

Rge.Rd. 80





2020 County Schedule

Description							
Priority	Div	Scope	Status	Client	Comments	Area	Length Width ((M)
							37500
		4 Cold Mix	complete		2019	TWP 584 (Garneau)	7 3200
4	4	GB- Construction			2019	Chamberland Road (TWP 580)	6 250
4	4	GB- Construction			2019	Range Road 110	6 650
3	4	Special Projects			2019	Evergreen Landfill- Cell Const.	
	4	Brushing & Ditching			2020	RGE Rd 102 (N of TWP Rd 582)	8 3200
4	4	Brushing & Ditching			2020	TWP 572 W of RR 103	7 3200
4	4	Brushing & Ditching			2020	RR 110 South of TWP 574	7 2400
4	4	Brushing & Ditching			2020	RR 111 S of HW 29	8 1600
	4	Chip Seal			2020	TWP 564 (Lafond)	8 3200
1	4	Cold Mix			2020	TWP 564 RR112 (Lac Sante)	8 1600
2	4	Reclaimer			2020	RR 105 Lafond - remainder	7 2000
2	4	Reclaimer			2020	TWP 581 St Brides	7 4800
2	4	Reclaimer			2020	TWP 584 west of 36	7 8200
4	4	Brushing & Ditching			meet with Saddle Lake	RR 115 N of HW 652	8 3200

Rge.Rd. 121 Rge.Rd. 120 Rge.Rd. 115 Rge.Rd. 114 Rge.Rd. 113 Rge.Rd. 112 Rge.Rd. 111 Rge.Rd. 110 Rge.Rd. 105 Rge.Rd. 104 Rge.Rd. 103 Rge.Rd. 102 Rge.Rd. 101 Rge.Rd. 100 Rge.Rd. 95 Rge.Rd. 94 Rge.Rd. 93

Twp.Rd. 590

Twp.Rd. 584

Twp.Rd. 582

Twp.Rd. 580

Twp.Rd. 574

Rge.Rd. 94

Rge.Rd. 95 Rge.Rd. 100 Rge.Rd. 101

Twp.Rd. 564

Twp.Rd. 562

Twp.Rd. 560

Twp.Rd. 554

Rge.Rd. 102

Rge.Rd. 103 Rge.Rd. 104 Rge.Rd. 105 Rge.Rd. 110 Rge.Rd. 111 Rge.Rd. 112 Rge.Rd. 113 Rge.Rd. 114 Rge.Rd. 115

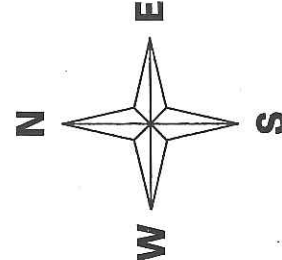
Twp.Rd. 572

Twp.Rd. 570

Twp.Rd. 564



DIVISION 4



- ROAD SURFACE TYPE
- COUNTY GRAVEL
 - COUNTY OIL
 - COUNTY PAVED

- = RIP & PACK
- = REPAIRS
- = CONSTRUCTION
- = PAVING



2020 County Schedule

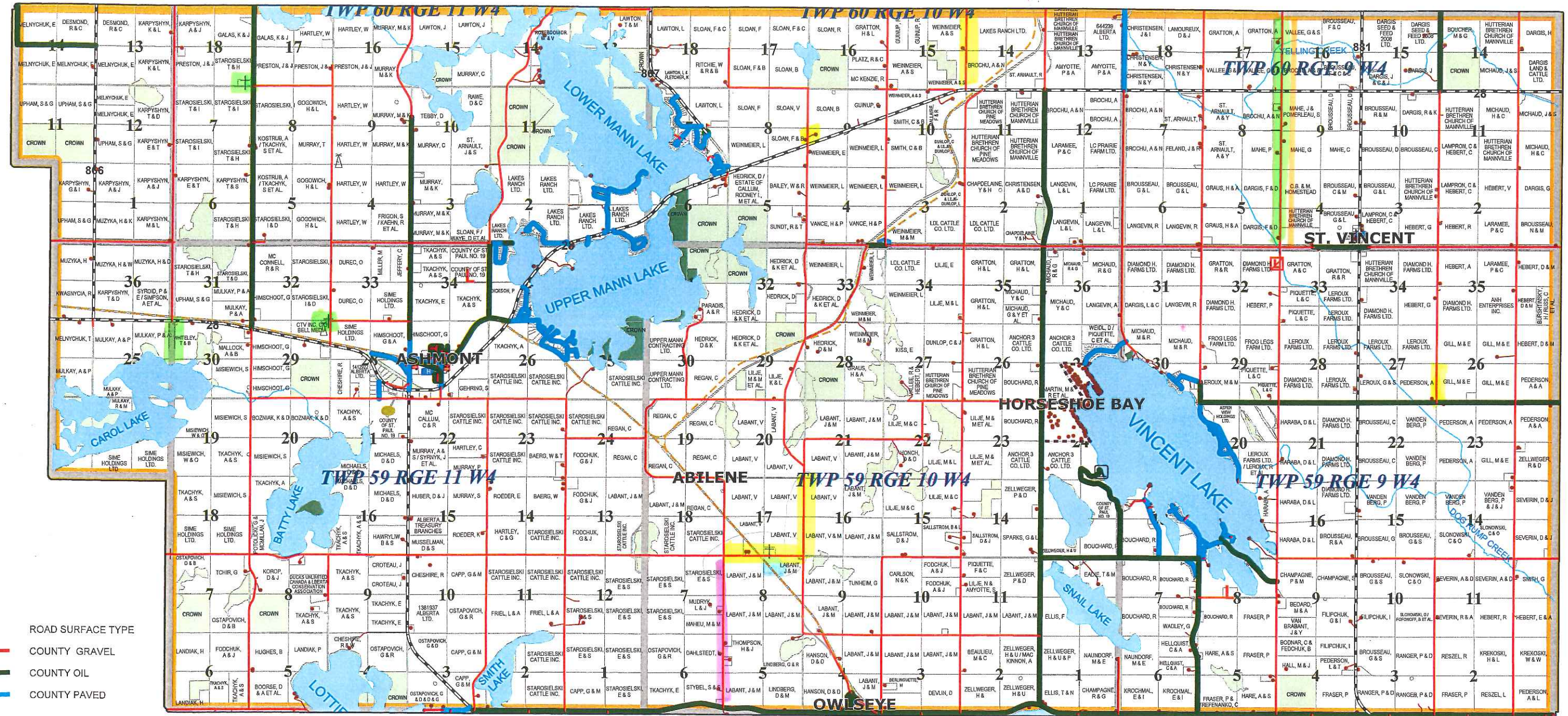
Description								
Priority	Div	Scope	Status	Client	Comments	Area	Width (M)	Length
								13000
4	5	Brushing			2020	RR 115 & TWP 602 - Cemetary	8	200
4	5	Brushing			2020	RR 114 & TWP 594A - Cemetary	8	200
4	5	Brushing & Ditching			2020	RR 120 south of TWP 594A	8	1600
1	5	Reclaimer	complete		2019	RR 104 South of HW 29	8	2000
	5	GB- Construction			2020	RR 104 Approach (Sloan)	8	500
	5	GB- Construction			2020	RR 92 Gill Road	8	500
4	5	Special Projects			2020	RR 104 & TWP 592 - Parking for Cemetary		
	5	GB- Construction			2021	TWP Rd 592 (W of RGE Rd 104)	8	1600
	5	GB- Construction			2021	RGE Rd 104 (S of TWP Rd 591)	8	1600
	5	GB- Construction			2021	Rge Rd 102 (N of HWY 28)	8	1600
4	5	Brushing & Ditching			Needs RIP & Pack	RR 94 TWP600-HW28	8	3200

AP & MCK
CONSTRUCTION
KEELAMER
BUSHY/DITCHING

DIVISION 5

CHESTER

Rge.Rd. 122
Rge.Rd. 121
Rge.Rd. 120
Rge.Rd. 115
Rge.Rd. 114
Rge.Rd. 113
Rge.Rd. 112
Rge.Rd. 111
Rge.Rd. 110
Rge.Rd. 105
Rge.Rd. 104
Rge.Rd. 103
Rge.Rd. 102
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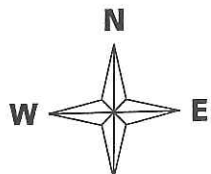


Twp.Rd. 602
Twp.Rd. 600
Twp.Rd. 594
Twp.Rd. 592
Twp.Rd. 590

ROAD SURFACE TYPE
COUNTY GRAVEL
COUNTY OIL
COUNTY PAVED



Rge.Rd. 120
Rge.Rd. 115
Rge.Rd. 114
Rge.Rd. 113
Rge.Rd. 112
Rge.Rd. 111
Rge.Rd. 110
Rge.Rd. 105
Rge.Rd. 104
Rge.Rd. 103
Rge.Rd. 102
Rge.Rd. 101
Rge.Rd. 100
Rge.Rd. 95
Rge.Rd. 94
Rge.Rd. 93
Rge.Rd. 92
Rge.Rd. 91





2020 County Schedule

Description							Length	
Priority	Div	Scope	Status	Client	Comments	Area	Width (M)	
								71400
6		Brushing & Ditching	planned		2019	RR 103 (TWP624-630)	8	3200
6		Brushing & Ditching			2019	RR 104 (TWP624-630)	8	3200
6		Brushing & Ditching			2019	RR 102 (TWP620-624)	8	3200
6		Special Projects			2019	Floating Stone Drainage Concerns	2	200
6		Bridge File			2020	BF 77649		
6		Brushing			2020	TWP 624 (RR110-113)	8	4800
6		Cold Mix			2020	TWP 612 (RR94-110)	7	12000
6		Cold Mix			2020	TWP 614 (RR110-121)	7	12000
6		GB- Construction			2020	TWP 610 (RR100-101)	8	3200
6		GB- Construction			2020	RR 95 (HW28-TWP610)	8	6400
6		GB- Construction			2020	Grassy Island Road (TWP 610)	9	800
6		Reclaimer			2020	TWP 614(RR 104 - RR 101t)	7	2000
6		Rip & Pack			2020	TWP614 (RR 100-RR94)	8	2000
6		GB- Construction			2021	RGE Rd 102 (N of TWP Rd 603)	8	4800
6		GB- Construction			2021	RGE Rd 102 (614-624.5)	8	10400
6		GB- Construction			2021	TWP 620 (RR104-110)	8	3200
6		GB- Construction			2023	RGE Rd 103 (N of TWP Rd 620)	8	3200



Twp.Rd. 630

Twp.Rd. 624

Twp.Rd. 622

Rge.Rd. 131

Rge.Rd. 130

Rge.Rd. 125

Rge.Rd. 124

Rge.Rd. 123

Rge.Rd. 122

Rge.Rd. 121

Rge.Rd. 120

Rge.Rd. 115

Rge.Rd. 114

Rge.Rd. 113

Rge.Rd. 112

Rge.Rd. 111

Rge.Rd. 110

Rge.Rd. 105

Twp.Rd. 620

Twp.Rd. 614

Twp.Rd. 612

Twp.Rd. 610

Twp.Rd. 604

ROAD SURFACE TYPE
COUNTY GRAVEL
COUNTY OIL
COUNTY PAVED

Twp.Rd. 620

Twp.Rd. 614

Twp.Rd. 612

Twp.Rd. 610

Twp.Rd. 604

- = RIP & PACK / COLD MIX *
- = RECLAIMED
- = CONSTRUCTION
- = BRUSHING / DITCHING
- = BRIDGE FILE

DIVISION
6

Rge.Rd. 124

Rge.Rd. 123

Rge.Rd. 122

Rge.Rd. 121

Rge.Rd. 120

Rge.Rd. 115

Rge.Rd. 114

Rge.Rd. 113

Rge.Rd. 112

Rge.Rd. 111

Rge.Rd. 110

Rge.Rd. 105

Rge.Rd. 104

Rge.Rd. 103

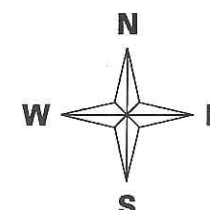
Rge.Rd. 102

Rge.Rd. 101

Rge.Rd. 100

Rge.Rd. 95

Rge.Rd. 94





Request for Decision

Council Meeting: December 10, 2019

8.29 Signing Authority

Request

At the January 24, 2019 Public Works Meeting, Council passed a motion to authorize Tim Mahdiuk, Interim CAO, to sign cheques or other documents necessary for the operation of the County of St. Paul, in the absence of the Chief Administrative Officer and that the CAO and Interim CAO will not sign on the same document.

Upon Sheila Kitz returning to work and Tim Mahdiuk returning to his position as Director of Community Services, we will require a motion to remove Tim's signing authority.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Recommendation

To remove Tim Mahdiuk's signing authority for cheques and other documents necessary for the operation of the County of St. Paul, as he has returned to his regular duties and is no longer in the position of Interim CAO.

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 10, 2019

8.30 Economic Developers Conference – April 1-3, 2020

Request

The 2020 Economic Developers Conference will be held April 1-3, 2020 at the Kananaskis Mountain Lodge. Reeve Upham has expressed interest in attending this conference as it relates to his HUB Chairman duties.

Budget/Financial

Early bird registration for the conference was \$545, prior to November 30th.
Registration is \$600 until January 17th.

Accommodations - \$754.45

Additional expenses (travel, per diem, meals, mileage, parking) - \$1,688.56 approx.

Total - \$2,988.01 per person (early bird); \$3,043.01 per person until Jan. 17th

Legislation/Bylaw/Policy Consideration

Section B1 – HR-8 Conference and Education Attendance Policy - Requests to attend conference or other professional development opportunities not listed or approved at the Council Committee level, must be brought before Council for approval.

Alternatives

Recommendation

Administration is recommending to approve Reeve Upham to attend the Economic Developers Alberta Conference to be held April 1 to 3, 2020 in Kananaskis.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 10, 2019

8.31 Saddle Lake Cree Nation Request for Letter of Support

Request

Reeve Upham and Town of St. Paul Mayor Miller recently attended a meeting with Saddle Lake Cree Nation Chief Shirt. At this meeting Chief Shirt expressed their Nation's concern regarding several emergent issues affecting their residents. Saddle Lake is making a request to the Federal Government for emergency funding in the amount of \$4,460,000 to help them deal with:

- An Emergency Camp Sobriety Program
- Emergency Temporary Seniors Housing
- Comprehensive Health Plan Development for Chronic Lifestyle Diseases
- Emergency Driveway Repair
- Emergency Telecommunications Infrastructure
- Emergency Community Shuttle Service
- Emergency Capacity Increase for Integrated Community Capital Planning

Chief Shirt requested a letter of support from both the Town of St. Paul and the County of St. Paul to accompany their application to the Government of Canada.

Budget/Financial – N/A

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Provide a letter of support similar to the Town of St. Paul's (attached).

Deny the request to provide a letter of support.

Recommendation

Administration is recommending Council to provide a letter to Saddle Lake Cree Nation in support of their application for emergency funding from the Government of Canada.

Submitted by: Sheila Kitz, CAO

Tansi,

Saddle Lake Cree Nation (SLCN) is experiencing a health and safety crisis. From 2011 to 2015, the Average Age of Death in SLCN was 46.4 for men and 50.1 for women. National 2014 census data indicates that 15.6% of the Canadian population is over the age of 65, which means that we should have over 1,700 elders in our community – we have only 270.

Our people are dying far too young and for far too long, affected throughout their lives by preventable conditions: substance addictions, chronic lifestyle diseases, and negative social determinants.

SLCN Chief and Council, department leaders, and expert resources have identified seven interrelated crisis areas which require immediate emergency funding from the Government of Canada to help alleviate our community health and safety crisis:

1. Emergency Camp Sobriety Program – Phase 1, Temporary Facilities **(\$960,000)**
2. Emergency Temporary Senior's Housing **(\$1,200,000)**
3. Comprehensive Health Plan Development for Chronic Lifestyle Diseases **(\$150,000)**
4. Emergency Driveway Repair **(\$270,000)**
5. Emergency Telecommunications Infrastructure **(\$600,000)**
6. Emergency Community Shuttle Service **(\$300,000)**
7. Emergency Capacity Increase for Integrated Community & Capital Planning **(\$980,000)**

Approximate Total Emergency Funding Request: \$4,460,000

Although we identify each emergency priority on its own, SLCN members' needs almost always overlap multiple areas in complex and compounding ways, and all areas need to be addressed together in order to maximize positive outcomes.

We have designed these health and safety interventions to provide urgent relief and immediate benefits to both SLCN and surrounding municipalities in the region.

On behalf of SLCN, I am humbly requesting a Letter of Support for our above Emergency Funding Request Items by November 15, 2019.

Hiy hiy,

Chief Eric Shirt
Saddle Lake Cree Nation
eric.shirt@saddlelake.ca

November 29, 2019

Chief Eric Shirt
Saddle Lake Cree Nation
Box 100
Saddle Lake, AB T0A 3T0

Dear Chief Shirt,

Please accept this letter of support from the Town of St. Paul, in your efforts to establish emergency funding from the Government of Canada.

The Town of St. Paul fully complies with the requests for emergency funding made by Saddle Lake Cree Nation to deal with;

- An Emergency Camp Sobriety Program
- Emergency Temporary Seniors Housing
- Comprehensive Health Plan Development for Chronic Lifestyle Diseases
- Emergency Driveway Repair
- Emergency Telecommunications Infrastructure
- Emergency Community Shuttle Service
- Emergency Capacity Increase for Integrated Community & Capital Planning

These are all legitimate needs that must be given the highest priority. Assisting Saddle Lake Cree Nation with these priority needs not only assist your community that is in desperate need, but will also assist the Town of St. Paul as our own support services are at maximum capacity.

The Town of St. Paul totally supports the choices you have identified. Receiving this financial assistance would have positive impact within Saddle Lake Cree Nation as well as its neighbouring communities, including the Town of St. Paul.

Sincerely,



Maureen Miller
Mayor



Request for Decision

Council Meeting: December 10, 2019

8.32 Whitney Lake Lagoon

Request

During the course of 2019, it was determined that the Whitney Lake Lagoon would need to be closed on recommendations of Omni-McCann Consultants Ltd. There is now a plan to move the wastewater in 2020 to another approved wastewater facility in the County. On completion of transfer of wastewater, the lagoon will be desludged, and the lagoon's liner will be inspected. We have determined that there is enough room to accept wastewater during the winter season before the work for 2020 commences. At this time, Administration would be looking for Council to approve reopening of the Whitney Lake Lagoon to haulers for the winter season provided that the hauler monitors the liquids for chlorides.

Alternatives

Reopen the Whitney Lake Lagoon to haulers.

Do not reopen the Whitney Lake Lagoon resulting in difficulty and more cost for the hauler to dump the wastewater.

Recommendation

Administration is recommending the reopening of the Whitney Lake lagoon to haulers effective January 1, 2020, providing they monitor their loads for chlorides.

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 10, 2019

8.33 Canada Post Licence of Occupation for Heinsburg Community Mailboxes

Request

The Heinsburg Post Office was closed in June 2019 following the retirement of their postmaster.

Over the past few months, the County has been negotiating with Canada Post and seeking alternative options for the provision of postal services for Heinsburg and surrounding area.

After considering several options, Administration has negotiated a Licence of Occupation with Canada Post that would see the mailboxes be re-located at the north end parking lot for the Heinsburg Community Hall.

Alternatives

- Enter into a Licence of Occupation with Canada Post
- Do not enter into a Licence of Occupation with Canada Post

Recommendation

Make a motion to enter into a Licence of Occupation with Canada Post to ensure the provision of mail delivery services for Heinsburg and the surrounding area.

Submitted by: Kyle Attanasio, Director of Corporate Services

DELIVERY SERVICES AGREEMENT - LICENCE

AGREEMENT AND EXECUTION

The Parties, intending to be legally bound, hereby agree to all the terms and conditions contained in this Licence.

LICENSOR

**County of St. Paul No. 19
Kyle Attanasio, MA, CMC
Director of Corporate Services
5015 49 Ave
St. Paul, AB
T0A 3A4**

Signature

Print Name

Title

Date

CANADA POST CORPORATION

**9925 – 109 Street NW
Suite 511
Edmonton, AB T5K 2J8**

Signature

Print Name

Title

Date

TERMS AND CONDITIONS

1.1 Interpretation - In this Licence,

- (a) "CPC" means Canada Post Corporation.
- (b) "Facility" means the facility described in Schedule 3 to be constructed on the Licensed Area.
- (c) "Lands" means the lands and premises described in Schedule 1.
- (c) "Lands" means the lands and premises described in Schedule 1.
- (d) "Licence" means this Licence, all schedules hereto, documents incorporated by reference herein and all instruments supplemental hereto or in amendment or confirmation hereof.
- (e) "Licensed Area" means that portion of the Lands described in Schedule 2.
- (f) "Licensor" means the Party identified as such on the execution page of this Licence.
- (g) "Parties" means CPC and the Licensor, collectively and "Party" means any one of them.

2.1 Grant of Licence - The Licensor hereby grants CPC the exclusive use and occupation of the Licensed Area for and during the term ("Term") of 99 years to be computed from and after the execution of this Licence by CPC, together with the right for CPC and its employees, servants, agents, customers, contractors, licensees and invitees to enter upon the Lands at all times for purposes of access to and from the Licensed Area. Save as otherwise specifically provided, the Licensor may not revoke this Licence.

3.1 Renewal - Subject to the rights to terminate otherwise provided in this Licence, upon the expiration of the Term of this Licence shall automatically renew for successive and consecutive period of one (1) year upon all the same terms and conditions as contained in this Licence unless the Licensor shall have given CPC not less than one year's prior written notice of termination.

4.1 Termination – The Licensor may upon not less than thirty (30) days' prior written notice given to CPC given during any time during the Term, may terminate the License. CPC, upon not less than thirty (30) days prior written notice to the Licensor given at any time during the Term, may terminate this Licence on the date specified in such notice. This Licence may also be terminated at any time in whole or in part by mutual written agreement of the Parties.

5.1 CPC Obligations - CPC agrees with the Licensor as set forth in Schedule 4.

6.1 Licensor's Obligations - The Licensor agrees with CPC as set forth in Schedule 5.

7.1 **Improvements** - CPC may erect improvements on any part of Licensed Area provided that all such improvements shall be completed in a good and workmanlike manner. CPC may install equipment in or to any part of the Licensed Area and the Facility. CPC may remove its equipment and improvements at any time both during and after the expiration of the Term.

8.1 **No Estate in the Lands** - This Licence shall not create or be deemed to create, or be construed so as to create any estate in the Lands.

9.1 **Communications** - All communications provided for or permitted hereunder shall be in writing and sent by first class prepaid registered mail to the applicable address set forth opposite the name of the applicable Party on the execution page of this Licence or to such other address as may be designated by one Party to the other from time to time in such manner. Any communication mailed as aforesaid shall be deemed to have been given and received five (5) Business Days following the date of its mailing. "Business Day" means a day other than a Saturday, Sunday or any statutory holiday.

10.1 **Mutual Indemnification** - Each Party (the "Indemnifying Party") agrees to indemnify and save harmless the other Party (the "Indemnified Party") from and against any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever (collectively the "Claims") which the Indemnified Party shall or may become liable, or suffer by reason of any breach, violation or non-performance by the Indemnifying Party of any covenant, term or provision hereof, or by reason of any injury, loss, damage or death resulting from, occasioned to or suffered by any person or persons, or any property by reason of any act, neglect or default on the part of the Indemnifying Party. The foregoing obligation of indemnification in respect of such Claims occurring during the Term shall survive any termination of this Licence, anything in this Licence to the contrary notwithstanding. The Indemnifying Party's liability to the Indemnified Party for any Claim or cause whatsoever and regardless of the form of action, whether based in contract, indemnity, warranty, tort (including negligence and strict liability) or otherwise, shall be limited to the Indemnified Party's direct damages actually incurred. This limitation of liability shall apply whether or not the Claim arises out of a breach of a condition or fundamental term, or a fundamental breach. In no event shall the indemnifying Party be liable for or the Indemnified Party have a remedy for the recovery of:

- (i) any indirect, special, incidental or consequential damages even if the Indemnifying Party has been advised of the possibility thereof;
- (ii) any damages caused by the Indemnified Party's failure to perform its obligations under this Licence;
- (iii) any damages caused by Hazards or Perils;
- (iv) any cause beyond the Indemnifying Party's reasonable control including, without limitation, any mechanical, electronic or communications failure, prerequisite work by others, or, strikes; or
- (v) any Claims by any third parties.

11.1 **Hazards and Perils** - In this Licence,

- (a) "Hazards" means structural defects, war, acts of God or the Queen's enemies, insurrection, civil commotion or the elements all to the extent not included in Perils.
- (b) "Perils" means fire, lightening, tempest, explosion, impact by aircraft or vehicles, riot and malicious damage, smoke, sprinkler leakage, windstorm or hail, or such of them and such other casualties commonly insured against in "multi-peril" or "all risk" policies of insurance.

MISCELLANEOUS

12.1 Words importing the singular number only shall include the plural, and words importing gender shall include the masculine, feminine and neuter genders, and words importing persons shall include firms and corporations.

12.2 This Licence shall be construed and enforced in accordance with the laws of the Province in which the Lands are situated and the other laws of Canada applicable therein without reference to the conflict of law rules of such Province.

12.3 This Licence constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, negotiations and discussions, whether oral or written, of the Parties.

12.4 Except as otherwise specifically provided, no supplement, termination, modification, waiver, or amendment of this Licence shall be binding unless in writing and executed by each of the Parties.

12.5 The failure of a Party to enforce at any time any of the provisions of this Licence shall in no way be construed to be a waiver of any such provision nor in any way to affect the validity of this Licence or any part thereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Licence shall be held to be a waiver of any other or subsequent breach.

12.6 This Licence shall ensure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and other legal representatives and their respective successors and permitted assigns.

12.7 The Licence does not constitute and shall be construed as constituting a partnership, joint venture or principal-agency relationship between the Parties. Except as may otherwise be specifically provided, no Party shall have any right to obligate or bind any other Party in any manner whatsoever and nothing contained in this Licence shall give or is intended to give any rights of any kind to any person not a party to this Licence.

12.8 All provisions of this Licence which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Licence, shall remain in full force and effect after termination of this Licence until such time as the Parties may mutually agree to release the obligations contained therein. Termination of this Licence under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation, or liability of any Party which may have accrued hereunder, including, without limitation, any such debt, obligation, or liability which was the cause of termination or arose out of such cause.

12.9 A Party shall, upon the request of the other Party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, documents, instruments, and assurances as may be reasonably necessary or desirable to effect the purpose of this Licence and carry out its provisions.

12.10 CPC may assign or sub-licence its rights under this Licence in whole or in part without the consent of the Licensor.

12.11 It is the express wish of the Parties that this Licence and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

12.12 The following are Schedules attached to and incorporated into this Licence by reference and deemed to be part hereof:

- Schedule 1 - Description of Lands
- Schedule 2 - Description of Licensed Area
- Schedule 3 - Description of Facility
- Schedule 4 - CPC's Obligations
- Schedule 5 - Licensor's Obligations

Schedule 1 - Description of Lands

Schedule 2 - Description of Licensed Area

Side of #133 55322 Range Road 42 (Heinsburg Community Hall)





Schedule 3 - Description of Facility

Community Mail Box

Schedule 4 - CPC's Obligations

CPC agrees as follows:

Limitation on CPC's Right to Terminate:

- Not to exercise its right of termination of the Licence for the first 12 Months of the Term.

Limited Permitted use of Licensed Area:

- The Licensed Area shall not be used for any purpose other than for the purposes of the collection and distribution of mail, the delivery of postal services and products and the delivery of such other ancillary products and services as which may, from time to time, be offered by CPC or its affiliates.

Plans, Approvals, Development Fees:

- to supply all necessary plans and specifications in connection with the installation of the Facility.

Repair and Maintenance:

- to repair and maintain the equipment installed in the Facility, reasonable wear and tear and damage by Perils and Hazards excepted.

Schedule 5 - Licensor's Obligations

The Licensor agrees as follows:

- not to transfer, convey or assign any interest in the Lands unless, as a condition precedent to any such transfer, conveyance or assignment, such transferee or assignee executes and delivers an agreement in favour of CPC (and in form satisfactory to CPC, acting reasonably) agreeing to be bound by and to observe and perform the provisions of this Licence in place of the Licensor, to the same extent as if the transferee or assignee were already a party thereto or bound thereby.
- that it owns the Lands with good and sufficient title and that it has the right, title and authority to grant the rights herein granted and to execute and deliver this License.

Snow Removal

- to maintain the Licensed Area and the Facility in a clean and orderly condition free of accumulation of snow to ensure uninterrupted and safe use of Licensed Area and the Facility.

Repair and Maintenance

- to maintain the Lands in a clean and orderly condition free of accumulation of dirt and rubbish.
- to repair, maintain and keep the Facility, Licensed Area and every part thereof in first class condition and working order, reasonable wear and tear and damage by Perils and

Hazards excepted.

Property and Business Taxes:

- to indemnify CPC from and against all taxes, rates, duties, levies and assessments whatsoever, levied, imposed, assessed or charged by any authority upon the Lands or upon the Licensor or CPC which are attributable to the business or occupancy of CPC or any assignee, or which result from any Alterations made or installed on the Lands including Licensed Area and whether made or installed by CPC or the Licensor or on its or their behalf, or from time to time levied, imposed, assessed or charged in the future in lieu or in substitution thereof, including those levied, imposed, assessed or charged for education, schools and local improvements but excluding from the foregoing CPC's income taxes.

Plans, Approvals, Development Fees:

- to assist and co-operate with CPC and its agents and contractors and to execute all such consents, applications and approvals as shall be necessary or desirable with respect to the construction of the Facility including, without limitation, applications for rezoning, development, severance, building, minor variance, site plan and building permit.
- to post all security required by all authorities having jurisdiction in connection with the construction of the Facility.

Utilities:

- to pay all charges for **electricity / water / sewer / telecommunication / other utilities** incurred in connection with the use and operation of the Facility.



Request for Decision

Council Meeting: December 10, 2019

8.34 Tradeshows in Sherwood Park and Fort McMurray

Request

Alberta's Lakeland DMO is working on booking tradeshows for 2020 in Sherwood Park and Fort McMurray in April.

The Town of St. Paul has indicated that they are interested in partnering for these two tradeshows. They will provide one person to work the booth.

Budget/Financial – \$3282 for half of the booth and provide one person to work the booth

Legislation/Bylaw/Policy Consideration – N/A

Alternatives

Partner with the Town of St. Paul for the Tradeshows.

Do not participate in the tradeshows.

Recommendation

Administration is recommending to partner with the Town of St. Paul for the Fort McMurray Spring Tradeshaw and the Great Canadian Trade Fair and Sale in Sherwood Park in April, 2020 and provide one person to work the booths.

Submitted by: Phyllis Corbiere, Executive Assistant



TRAVEL
LAKELAND

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

November 21, 2019

Dear Tim,

Alberta's Lakeland Destination Marketing Organization is working on booking tradeshow for the 2020 season. In the past the Town and County of St. Paul have partnered together to purchase a 10 X 10 booth at both the Great Canadian Trade Fair & Sale in Sherwood Park and the Fort McMurray Spring Show. Both take place in April and have been excellent consumer shows for promoting visiting and living in the St. Paul region.

Booth space for the two shows is approximately \$1,850.00. Additional expenses would be if you decided to have power and/or carpet at your booth, the cost of sending one person to work the show and providing a door prize for each show.

The Town of St. Paul has confirmed they are interested in partnering for these two shows with the County and will send one person to work the booth.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Marianne Janke
Manager
Alberta's Lakeland Destination Marketing Organization

P.O. Box 874 St. Paul AB. T0A 3A0 (780) 645-2913 adventure@TravelLakeland.ca

Frog Lake Cemetery Company

November 19, 2019

County of St. Paul Council

County of St. Paul #19

Re: Frog Lake Cemetery Development

Dear County Council,

We are writing on behalf of the Frog Lake Cemetery Board, we wish to extend our deepest thanks for providing us with the resources to complete the new east side development at the Frog Lake Cemetery. This project was made easier with the donation of machinery, man power, and other resources that were provided to us by the County of St. Paul Council as well as County of St. Paul public works.

This year was the 100th Anniversary of the Frog Lake Cemetery, and we are pleased that, with your help, we were able to complete the first phase of this project for the community, and also the Families who have loved ones in the cemetery.

With Warm Regards,

The Frog Lake Cemetery Company

Board Members