



County of St. Paul No 19
Council Meeting
AGENDA

Tuesday, December 11, 2018

10:00 AM

5015- 49 Avenue, St. Paul, AB T0A 3A4

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8.34 Management Definitions Policy HR-2

Management Definitions Policy HR-2 was approved by the Policy Committee on December 7th, but we missed adding it to the agenda for Council approval.

We are looking for a motion to approve Management Definitions Policy HR-2 as per the recommendations of the Policy Committee.

8.35 Rebranding

8.36 Funding for Mallaig Ag Society

In March 2018, The Mallaig Ag Society requested \$50,000 as well as a funding commitment of \$187,500 for 2019 if they were successful with their CFEP grant application. Council allocated \$50,000 in the 2018 budget, but the funds were not paid out as the scope of the project changed.

Following their presentation to Council at the November 13th Council meeting, Council discussed providing the Mallaig Ag Society with \$87,500 from the 2018 budget.

We are looking for a motion to provide the Mallaig Ag Society with \$87,500 to be paid from the 2018 budget.

8.37 Seed Cleaning Association Convention

8.38 Stop Sign and Intersection of Murphy Road and HWY 646

8.39 FCSS Report - Convention

9. Correspondence

10. Reports

10.1 CAO Report

CAO Report to be presented at the meeting.

11. Upcoming Meetings

12. Financial

12.1 Budget to Actual

12.2 Listing of Accounts Payable

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

12.3 Council Fees

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

13. Adjournment



County of St. Paul No 19

Council Meeting

Minutes

Tuesday, November 13, 2018

10:00 AM

5015- 49 Avenue, St. Paul, AB T0A 3A4

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	Shelia Kitz, CAO Phyllis Corbiere, Executive Assistant Tim Mahdiuk, Director of Community Services Kyle Attanasio, Director of Corporate Services Mark Chileen, Director of Public Works Kaitlyn Kenney, Municipal Intern Hailey Gish, Municipal Intern
Others Present	Meredith Kerr, St. Paul Journal

1. Call to Order

The regular meeting of the Council of County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:00 a.m.

2. Minutes

Resolution CM20181113.1001

Moved By: Councillor Cliff Martin

to approve the minutes of the October 9, 2018 Council Meeting minutes as presented.

Carried

Resolution CM20181113.1002

Moved By: Councillor Maxine Fodness

to approve the October 25, 2018 Organizational Meeting Minutes as presented.

Carried

3. Bank Reconciliation

Resolution CM20181113.1003

Moved By: Councillor Kevin Wirsta

to adopt the Bank Reconciliation for the month ending October 31, 2018.

Carried

4. Additions to Agenda and Acceptance of Agenda

The following addition was made to the agenda:

8.27 Borrow for Range Road 110

Resolution CM20181113.1004

Moved By: Councillor Laurent Amyotte

to adopt the agenda for the Regular Meeting of Council for November 13, 2018 with the above noted addition.

Carried

5. Closed Session

5.1 Closed Session

Staff - Sheila Kitz, CAO, Mark Chileen, Tim Mahdiuk, Kyle Attanasio, Phyllis Corbiere, Krystle Fedoretz, Hailey Gish and Kaitlyn Kenney remained during the closed sessions to provide Council with information as required.

Meredith Kerr left the Council Room at 10:06 a.m.

Resolution CM20181113.1005

Moved By: Councillor Darrell Younghans

that pursuant to Section 197(2) of the M.G.A. County Council move into closed session as per Section 23, Division 2, Part 1 of the FOIP Act.

Carried

Resolution CM20181113.1006

Moved By: Councillor Cliff Martin

to revert to an open meeting at 10:26 a.m.

Carried

Resolution CM20181113.1007

Moved By: Councillor Dale Hedrick

to enter into an encroachment agreement with the owner of Lot 28, Block 1, Plan 7620518 to accommodate the boathouse and eaves trough on the shed which are encroaching on Lot 43R, Block 1, Plan 7620518 at the owner's expense.

Carried

8. New Business

Resolution CM20181113.

8.1 Bylaw 2018-18 - At-Large Board Member Code of Conduct

Resolution CM20181113.1008

Moved By: Councillor Cliff Martin

to give first reading to Bylaw 2018-18, the At Large Board Member Code of Conduct Bylaw.

Carried

Resolution CM20181113.1009

Moved By: Councillor Maxine Fodness

to give second reading to Bylaw 2018-18.

Carried

Resolution CM20181113.1010

Moved By: Councillor Laurent Amyotte

to present Bylaw 2018-18 for third reading.

Carried Unanimously

Resolution CM20181113.1011

Moved By: Councillor Darrell Younghans

to give third reading to Bylaw 2018-18.

Carried

8.2 Bylaw 2018-19 - Bylaw Enforcement Officer Bylaw

Resolution CM20181113.1012

Moved By: Councillor Darrell Younghans

to table Bylaw 2018-19, the Bylaw Enforcement Officer Bylaw to the December Council Meeting.

Carried

8.3 Bylaw 2018-20 - Cannabis Consumption Bylaw

Resolution CM20181113.1013

Moved By: Councillor Maxine Fodness

to give first reading to Bylaw 2018-20, the Cannabis Consumption Bylaw.

Councillor M. Fodness requested a recorded vote.

For (5): Reeve Steve Upham, Councillor Darrell Younghans, Councillor Kevin Wirsta, Councillor Maxine Fodness, and Councillor Dale Hedrick

Against (2): Councillor Cliff Martin, and Councillor Laurent Amyotte

Carried (5 to 2)

8.4 Bylaw 2018-21 - Bylaw to Rescind Undeveloped Road Allowance Bylaw

Resolution CM20181113.1014

Moved By: Councillor Cliff Martin

to give first reading to Bylaw 2018-21, which is a Bylaw to Rescind Undeveloped Road Allowances no longer required by the lessee.

Carried

8.5 Statutory & Declared Holidays Policy HR-30

Resolution CM20181113.1015

Moved By: Councillor Dale Hedrick

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

Carried

8.6 Snowplowing of Driveways Policy PW-55

Resolution CM20181113.1016

Moved By: Councillor Darrell Younghans

to approve Policy PW-55, Snowplowing of Driveways Policy, as per the recommendations of the Policy Committee.

Carried

8.7 Family & Community Support Services Policy FCS-73

Resolution CM20181113.1017

Moved By: Councillor Kevin Wirsta

to approve Policy FCS-73, Family and Community Support Services Policy, as per the recommendations of the Policy Committee.

Carried

8.8 Reserve Lands Management Policy DEV-93

Resolution CM20181113.1018

Moved By: Councillor Laurent Amyotte

to approve Policy Dev-93, Reserve Lands Management Policy, as per the recommendations of the Policy Committee.

Carried

8.9 Request for Permit to Widen MR for Access to Floatingstone

Resolution CM20181113.1019

Moved By: Councillor Darrell Younghans

to permit the owner of Lot 87, Block 2, Plan 7722896 to develop a two metre wide trail on the Municipal Reserve north of their property (Lot 91R, Block 2, Plan 7722896) to connect to the existing trail, at the landowners expense. Further that a development permit will be required to complete the trail.

Carried

8.10 Fit For Duty Policy HR-128

Resolution CM20181113.1020

Moved By: Councillor Cliff Martin

to approve Fit for Duty Policy HR-128, as recommended by the Policy Committee.

Carried

8.11 Strategic Plans

Resolution CM20181113.1021

Moved By: Councillor Darrell Younghans

to table final approval of the the 2019 Strategic Plans to the November Public Works Meeting.

Carried

8.12 Date for CAO Evaluation

Resolution CM20181113.1022

Moved By: Councillor Cliff Martin

to schedule the CAO Evaluation for Monday, December 17 at 10:00 a.m. as per Section 205.1 of the Municipal Government Act.

Carried

8.13 FCSS Conference - November 28-30

Resolution CM20181113.1023

Moved By: Councillor Laurent Amyotte

to approve Councillor M. Fodness and Councillor D. Younghans to attend the Annual FCSS Conference from November 28 to 30 in Edmonton.

Carried

8.14 Family & Community Safety Program Grant Application

Resolution CM20181113.1024

Moved By: Councillor Cliff Martin

to provide the County of St. Paul and Elk Point FCSS with a letter of support to accompany their grant application for funding through the Vulnerable Communities Stream of the Family and Community Safety Program Grant.

Carried

8.15 St. Paul & Community Family Benefit Society

Resolution CM20181113.1025

Moved By: Councillor Darrell Younghans

to donate a silent auction item for the St. Paul & Community Family Benefit annual New Year's Eve Family Benefit Dance.

Carried

8.16 Request for Grant - Greater Lakeland Rural Crime Watch

Resolution CM20181113.1026

Moved By: Councillor Maxine Fodness

to provide the Greater Lakeland Rural Crime Watch Association with a \$3000 grant to offset their rent of the County Office lower level office space.

Carried

8.17 Winterland Invitational-Novice, Atom, PeeWee Hockey Tournament

Resolution CM20181113.1027

Moved By: Councillor Kevin Wirsta

to sponsor the 2019 Winterland Invitational Novice, Atom and PeeWee Hockey Tournament taking place in Bonnyville, Glendon and Elk Point with a 1/4 page advertisement at a cost of \$500.

Carried

8.18 Request to Waive Permit Fees

Resolution CM20181113.1028

Moved By: Councillor Maxine Fodness

to deny the request from the owner of Lot 4, Block 6, Plan 7820850 to waive the development permit application fee for the construction of an accessory building in the absence of permits.

Carried

7. Delegation

7.1 11:00 a.m. - Mallaig Ag Society

Jay St. Arnault and Amanda Amyotte with the Mallaig Ag Society were admitted to the Council Room at 11:00 a.m. to inform Council that they will be switching insurance provider - from RMA Insurance to Foster Park, as Foster Park has provided a better rate.

The delegation informed Council that they have changed their project scope for their ice plant, as they are now able to use the condenser and will only have to replace the chiller. This will be a considerable savings on the project. They have applied for a CFEP grant through the Small Funding Program and are waiting to hear if they are successful.

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

Resolution CM20181113.1029

Moved By: Councillor Darrell Younghans

to purchase tickets for the Mallaig Ag Society Annual Christmas Party at a cost of \$50 per ticket.

Carried

7.2 11:30 a.m. - Ray Lafortune

Ray Lafortune was admitted to the Council Room at 11:28 a.m. He talked about the dust in front of his residence on Township Road 582. He had an oiled dust control that has broken up and is now down to clay with very

little hard top. He is requesting that Council consider hard top in front of his property. He does not want MG30.

Council informed Mr. Lafortune that the road will be rebuilt this spring. Following the rebuild, Council will determine if anything further will be done to the road and/or dust controls. Following his presentation, Mr. Lafortune left the Council Room at 11:45 a.m.

8. New Business

8.19 Joint Meeting with the Town of Elk Point

Resolution CM20181113.1030

Moved By: Councillor Darrell Younghans

to defer the request from the Town of Elk Point for \$25,000 for the heated cement pad at the Elk Point Truckfill and the request to cost share an additional day of operation at the Elk Point Transfer Station to budget deliberations.

Carried

8.20 Primula Greek Orthodox Cemetery - NW 36-55-5-W4

Resolution CM20181113.1031

Moved By: Councillor Cliff Martin

that the County of St. Paul take ownership of the Primula Greek Orthodox Cemetery located in NW 36-55-5-W4, as per the recommendation of the Cemetery Committee.

Carried

8.21 Strategic Transportation Infrastructure Program-Local Road Bridge Stream

Resolution CM20181113.1032

Moved By: Councillor Cliff Martin

to submit a 2019-2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for File 02351 - SW 21-58-8-W4, RR 84

Carried

Resolution CM20181113.1033

Moved By: Councillor Laurent Amyotte

to submit a 2019-2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge Stream for Bridge File 08786 - SW 16-62-10-W4, RR 104.

Carried

Resolution CM20181113.1034

Moved By: Councillor Darrell Younghans

to submit a 2019-2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge Stream for Bridge File 70105 - NW 6-61-11-W4, RR 120,

Carried

Resolution CM20181113.1034

Moved By: Councillor Dale Hedrick

to submit a 2019-2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge Stream for Bridge File 70924 - SE 27-59-11-W4, Twp Rd 594.

Carried

Resolution CM20181113.1036

Moved By: Councillor Maxine Fodness

to submit a 2019-2020 Strategic Transportation Infrastructure Program (STIP) grant application under the Local Road Bridge stream for Bridge File 77649 - SE 28-61-10-W4, Twp Rd 614.

Carried

8.22 Strategic Transportation Infrastructure Program - Local Municipal initiatives Stream

Resolution CM20181113.1037

Moved By: Councillor Kevin Wirsta

to submit a STIP grant application under the Local Municipal Initiatives Stream for regrading 2 miles on Twp Rd 582 from Highway 881 to 57th

Street in the Town of St. Paul and 900 m of 57th Street south from the intersection of Rge Rd 95 and Twp Rd 582. The Town of St. Paul will be the managing partner on this grant application.

Carried

8.23 Investing in Canada Infrastructure Program - Rural & Northern Communities Stream

Resolution CM20181113.1038

Moved By: Councillor Cliff Martin

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

Carried

Resolution CM20181113.1039

Moved By: Councillor Laurent Amyotte

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 CM20181113.1040

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 70105 - NW 6-61-11-W4, RR 120.

Carried

Resolution CM20181113.1041

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 CM20181113.1042

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

Resolution CM20181113.1043

Moved By: Councillor Dale Hedrick

to submit an Investing in Canada Infrastructure Program (ICIP) grant application under the Rural and Northern Communities Stream for regrading 2 miles of Twp Rd 582 from Highway 881 to 57th street in the Town of St. Paul, and 900 m of 57th street south from the intersection of Rge Rd 95 and Twp Rd 582. The Town of St. Paul will be the managing partner on this grant application.

Carried

8.24 Blanket Exercise on Indigenous History and Culture

Resolution CM20181113.1044

Moved By: Councillor Cliff Martin

to file the information from RMA on the Blanket Exercise on Indigenous History and Culture.

Carried

8.25 Saddle Lake North/South Road

Resolution CM20181113.1045

Moved By: Councillor Dale Hedrick

to provide the Saddle Lake Cree Nation with a letter of support to accompany their application for funding to reconstruct and base pave the main North/South Road from Highway 29/36 to their North Boundary.

Carried

8.26 Bill C-69 Impact Assessment

Resolution CM20181113.1046

Moved By: Councillor Cliff Martin

to send a letter encouraging better consideration of industry and stakeholder concerns and urging the government to pause and review Bill C-69 before passing it into legislation.

Carried

8.27 Borrow for Range Road 110

Resolution CM20181113.1047

Moved By: Councillor Maxine Fodness

in exchange for payment for a borrow pit on SW 18-57-10-W4 required for the construction of Range Road 110, the County will deliver 80 yards of gravel to SW 27-57-10-W4.

Carried

9. Correspondence

9.1 CNRL Proposed Primary Recovery Scheme

Resolution CM20181113.1048

Moved By: Councillor Cliff Martin

to file the letter from the Laurier Lake Residents regarding CNRL proposed Primary Recovery Scheme Amendment No. 9415 in sections 14, 23, 26 and 35 in Twp 56 Rge 4, W4M as information.

Carried

10. Reports

10.1 CAO Report

Councillor Cliff Martin left the Council Room at 12:32 p.m. and re-entered at 12:36 p.m.

Resolution CM20181113.1049

Moved By: Councillor Cliff Martin

to approve installation of two culverts on Township Road 565A in NE 36-56-9-W4 to accommodate the increased water flow that will result from the culvert installation on Highway 646.

Carried

Resolution CM20181113.1050

Moved By: Councillor Darrell Younghans

to advertise for two members at large to represent the County on the Inter-Municipal Subdivision and Development Appeal Board.

Carried

Resolution CM20181113.1051

Moved By: Councillor Laurent Amyotte

to accept the CAO Report as presented.

Carried

12. Financial

12.1 Budget to Actual

Resolution CM20181113.1052

Moved By: Councillor Kevin Wirsta

to approve the budget to actual as of October 31, 2018.

Carried

12.2 Listing of Accounts Payable

Resolution CM20181113.1053

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>
21888	Oct. 4, 2018	Direct Deposit	\$ 47,280.85
21889	Oct. 5, 2018	32302-32395	\$1,442,513.94
21913	Oct. 12, 2018	32396-32461	\$ 541,924.18

21922	Oct. 17, 2018	32462-32473	\$ 320,428.27
21932	Oct. 22, 2018	Direct Deposit	\$ 94,823.28
21936	Oct. 23, 2018	32474-32489	\$1,404,161.20
21940	Oct. 26, 2018	32490-32505	\$ 150,564.22

Carried

12.3 Council Fees

Resolution CM20181113.1054

Moved By: Councillor Kevin Wirsta

to approve the Council Fees for the Month of October, 2018 as circulated.

Carried

13. Adjournment

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

Time: 1:08 p.m.

—
Reeve

—
Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

Closed Session

Request

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

Alternatives

Recommendation

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

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 11, 2018

Bylaw 2018-19 – Bylaw Enforcement Officer

Request

At the November Council Meeting, Council tabled Bylaw 2018-19, Bylaw Enforcement Officer, as the most current copy of the bylaw was not provided to Council.

Bylaw 2018-19 is now being presented to establish the powers and duties of bylaw enforcement officers and to establish disciplinary procedures for misuse of power as per Section 556 of the MGA.

The Bylaw was approved by the Policy Committee on October 23, 2018.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2018-19, Bylaw Enforcement Officer.

Motion to give second reading to Bylaw 2018-19.

Motion to present Bylaw 2018-19 at this meeting for third reading.

Motion to give third reading to Bylaw 2018-19.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19
BYLAW ENFORCEMENT OFFICER BYLAW
BYLAW NO. 2018-19

A Bylaw of the County of St. Paul No. 19, in the Province of Alberta for specifying the powers and duties of Bylaw Enforcement Officers and Establishing Disciplinary Procedures applicable to Bylaw Enforcement Officers.

WHEREAS, Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended and replaced from time to time, provides that Council may pass bylaws respecting the enforcement of bylaws; and

WHEREAS, Part 13, division 4 of the *Municipal Government Act*, a municipality may carry out numerous enforcement powers and duties, which may be exercised by bylaw enforcement officers; and

WHEREAS, pursuant to Sections 555 and 556 of the *Municipal Government Act*, every council must by bylaw specify the powers and duties of Bylaw Enforcement Officers and establish disciplinary procedures applicable to its Bylaw Enforcement Officers; and

WHEREAS Section 210 of the *Municipal Government Act* provides that a council may, by bylaw, establish one or more positions to carry out the powers, duties, and functions of a designated officer.

NOW, THEREFORE, the Council of the County of St. Paul No. 19, in the Province of Alberta, hereby enacts as follows:

1.0 TITLE

1.1 This Bylaw may be cited as the “Bylaw Enforcement Officer Bylaw.”

2.0 DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires:

- (a) “Bylaw” means a bylaw passed by the Council of the County of St. Paul No. 19;
- (b) “Bylaw Enforcement Officer” means an individual appointed by the County in accordance with Bylaw 2018-X, the Bylaw Enforcement Officer Bylaw;

- (c) “Chief Administrative Officer” means the person appointed to the position under the Chief Administrative Officer Bylaw;
- (d) “Council” means the council of the County of St. Paul No. 19;
- (e) “County” means the municipal corporation of the County of St. Paul No. 19 and the area contained within the corporate boundaries of the County;
- (f) “Director” means the Director of Public Works;
- (f) “Misuse of Power” means when a Bylaw Enforcement Officer commits one or more of the following:
 - i. Failure to perform or carry out their duties in accordance with the law; or
 - ii. Failure to carry out the duties and responsibilities given to him within the terms of their appointment as a Bylaw Enforcement Officer.

3.0 APPOINTMENT OF BYLAW ENFORCEMENT OFFICERS

- 3.1 The Chief Administrative Officer may, from time to time, appoint one or more Bylaw Enforcement Officers.
- 3.2 A Bylaw Enforcement Officer shall, before starting their duties, take the official oath prescribed by the *Oaths of Office Act*, as provided in Schedule A.
- 3.3 A Bylaw Enforcement Officer is a designated office of the County for the purpose of inspections pursuant to Section 542 of the *Municipal Government Act* and the enforcement of Bylaws pursuant to Section 545 and 546 of the *Municipal Government Act*.
- 3.4 The powers and duties of Bylaw Enforcement Officers shall include the following:
 - (a) Preserving and maintaining the public peace;
 - (b) Enforcing Bylaws within the County;
 - (c) Conducting routine patrols to ensure compliance with Bylaws;
 - (d) Reporting to and carrying out the directions of the Director and Chief Administrative Officer;
 - (e) Responding to and investigating complaints and alleged breaches of Bylaws;
 - (f) Issuing and serving orders, notices, tickets, summonses, subpoenas, and laying information as required;

- (g) Assisting in the prosecution of breaches of Bylaws including gathering evidence, ensuring the attendance of witnesses, attending court, and providing evidence as required;
 - (h) Carrying upon their person at all such times as they are acting as a Bylaw Enforcement Officer, evidence in writing of their appointment as Bylaw Enforcement Officer; and
 - (i) Performing all such other duties as may from time to time be assigned by the Director or Chief Administrative Officer.
- 3.5 Bylaw Enforcement Officers shall exercise their powers and duties in accordance with all applicable County policies and procedures as established from time to time.
- 3.6 The authority of a Bylaw Enforcement Officer shall terminate when:
- (a) the person ceases to be an employee of the County; or
 - (b) the Chief Administrative Officer revokes the appointment of the Bylaw Enforcement Officer.
- 3.7 Upon ceasing employment or the revocation of their appointment, the Bylaw Enforcement Officer shall immediately return to the Chief Administrative Officer any equipment, offence ticket books, appointment certificates, and all other materials or equipment supplied to the Bylaw Enforcement Officer by the County of the purpose of fulfilling their role as Bylaw Enforcement Officer.

4.0 COMPLAINTS

- 4.1 Any complaint concerning the Misuse of Power of a Bylaw Enforcement Officer shall be dealt with in accordance with the provisions set out in this section and, upon receipt, shall be directed to the Director.
- 4.2 All complaints shall be in writing and any complaints received verbally shall be confirmed in writing by the complainant prior to being addressed.
- 4.3 The Director shall provide written acknowledgement of the complaint to the complainant and to the Bylaw Enforcement Officer against whom the complaint was made.

5.0 INVESTIGATIONS

- 5.1 The Director shall investigate a complaint.
- 5.2 The Bylaw Enforcement Officer shall be given the opportunity to provide a response to the allegations and investigation. The response shall be in writing and directed to the Director.

- 5.3 Upon review of the Bylaw Enforcement Officer's response and all other information obtained by the Director deemed to be relevant, the Chief Administrative Officer shall either dismiss the complaint as unfounded or unsubstantiated or find that the Bylaw Enforcement Officer has misused their power.
- 5.4 If the Director determines that a Misuse of Power has occurred, corrective disciplinary measures shall be taken.
- 5.5 The Director may resolve complaints informally, provided that the solution is satisfactory to the complainant and the Bylaw Enforcement Officer against whom the complaint was directed.
- 5.6 The Director shall complete their investigation and notify the complainant and Bylaw Enforcement Officer of the results within sixty (60) days of receiving the complaint in writing.

6.0 DISCIPLINARY ACTION

- 6.1 If it has been determined that a Misuse of Power has been committed by the Bylaw Enforcement Officer, any one of the following measures may be taken by the Director:
- i. a reprimand of the Bylaw Enforcement Officer;
 - ii. a suspension of the Bylaw Enforcement Officer, with pay, for a period not to exceed seventy-two (72) hours;
 - iii. a suspension of the Bylaw Enforcement Officer, without pay, for a period not to exceed seventy-two hours;
 - iv. the Bylaw Enforcement Officer shall have their appointment revoked; or
 - v. the Bylaw Enforcement Officer shall be terminated.

7.0 APPEAL PROCEDURES

- 7.1 If either the complainant or the Bylaw Enforcement Officer wishes to appeal the decision of the Director, a notice of appeal shall be delivered to the Chief Administrative Officer within thirty (30) days from the date the Director provides notification to the complainant and Bylaw Enforcement Officer of the results of the investigation.
- 7.2 The Chief Administrative Officer shall review the complaint, investigation report, speak to the persons involved as deemed necessary and review any other related documents associated with the complaint.

- 7.3 The Chief Administrative Officer, following considering of the appeal, shall confirm, reverse, or vary the decision of the Director.
- 7.4 The decision of the Chief Administrative Officer shall be issued to the complainant and Bylaw Enforcement Officer within thirty (30) days of receiving the notice of appeal. The decision of the Chief Administrative Officer regarding the appeal is final with no further right to appeal.

8.0 OATH OF OFFICE

- 8.1 Prior to commencing their duties, all Bylaw Enforcement Officer shall take the official oath contained in Schedule A.

9.0 EFFECTIVE DATE

- 9.1 This Bylaw shall come into force and take effect upon third and final reading.

Read a first time in Council this 13th day of November, A.D. 2018.

Read a second time in Council this 13th day of November, A.D. 2018.

Read a third time in Council this 13th day of November, A.D. 2018.

Reeve

Chief Administrative Officer

SCHEDULE A
OATH OF OFFICE

I, (name of Bylaw Enforcement Officer), solemnly swear and affirm that I will diligently, faithfully, and to the best of my ability execute in accordance with the law the office of Bylaw Enforcement Officer as stipulated on my appointment as a Bylaw Enforcement Officer.

Name of Bylaw Enforcement Officer

Date

Signature of Bylaw Enforcement Officer



Request for Decision

Council Meeting: December 11, 2018

Bylaw 2018-20 – Cannabis Consumption Bylaw

Request

At the November Council Meeting, Council gave first reading to the Cannabis Consumption Bylaw to regulate the use of cannabis in public places.

The bylaw was approved by the Policy Committee on October 23, 2018.

Bylaw 2018-20 is now being presented to Council for second and third reading.

Alternatives

Recommendation

To give second reading to Bylaw 2018-20, the Cannabis Consumption Bylaw.

To give third reading to Bylaw 2018-20.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19
CANNABIS CONSUMPTION BYLAW
BYLAW NO. 2018-20

A Bylaw of the County of St. Paul No. 19, in the Province of Alberta, to
restrict the consumption of cannabis in public places.

WHEREAS, the Parliament of Canada has passed the *Cannabis Act* S.C. 2018, c. 16 (An Act respecting cannabis and to amend the *Controlled Drugs and Substances Act*) and amended the *Criminal Code and other Acts*, which will permit persons to possess cannabis if purchased from authorized persons; and

WHEREAS, the Government of Alberta has enacted *An Act to Control and Regulate Cannabis* SA 2017 c21, which places restrictions on the smoking and vaping of cannabis in Public Places; and

WHEREAS, pursuant to section 7 of the *Municipal Government Act* RSA 2000 c. M-26, Council may pass bylaws respecting:

- (a) the safety, health, and welfare of people and the protection of people and property;
- (b) people, activities, and things in, on, or near a Public Place or place that is open to the Public; and
- (c) the enforcement of bylaws made under the *Municipal Government Act* or any other enactment; and

WHEREAS Council deems it necessary to impose additional restrictions on the smoking, vaping, and other forms of cannabis consumption in Public Places to prevent behaviours, conditions, and conduct that may have a negative affect on the enjoyment of Public Places;

NOW, THEREFORE, the Council of the County of St. Paul No. 19, in the Province of Alberta, hereby enacts as follows:

1.0 TITLE

1.1 This Bylaw may be cited as the “Cannabis Consumption Bylaw.”

2.0 **DEFINITIONS**

2.1 In this Bylaw, the following are defined as:

- (a) “Bylaw Enforcement Officer” means:
 - i. any member of the Royal Canadian Mounted Police;
 - ii. any Community Peace Officer; and
 - iii. the Chief Administrative Officer of the County or any person designated by the Chief Administrative Officer carry out bylaw enforcement duties in accordance with the provisions of the *Municipal Government Act*.
- (b) “Cannabis” has the meaning provided for it in the *Cannabis Act*;
- (c) “County” means the municipal corporation of the County of St. Paul No. 19 and the area contained within the corporate boundaries of the County;
- (d) “Chief Administrative Officer” means the person appointed to the position under the Chief Administrative Officer Bylaw.
- (e) “Electronic Smoking Device” means an electronic device that may be used to deliver an aerosol, emission, or vapour to a person inhaling from the device, including but not limited to a cigar, cigarette, cigarillo, electronic cigarette, pipe, or vapourizer cigarette;
- (f) “Proprietor” means the owner, or any person controlling, governing, or directing activities within a place referred to in this Bylaw;
- (g) “Private Living Accommodation” means any building or portion thereof that is used as a residence or that is used exclusively by persons living in the residence. In a building containing multiple residential units, common use areas such as parkades, washrooms, waiting rooms, meeting rooms, storage areas, fitness facilities, kitchens, eating areas, cloak rooms, and hallways shall not be considered parts of a Private Living Accommodation. For the purposes of this Bylaw, a room or space to rent in a hotel, motel, lodge, inn, campground site, or any similar place, shall be considered a Private Living Accommodation.
- (h) “Public Place” means any building, structure, indoor or outdoor space, whether publicly or privately owned or controlled, to which members of the public have a right to access, or are expressly or impliedly invited to use the space, with or without payment whether:
 - i. all members of the public are invited;
 - ii. the Proprietor has the right to exclude any persons;

- iii. payment, membership, or the performance of some formality is required prior to access;
 - iv. a member of the public has access only if they are a member or if they are accompanied by a member;
 - v. if the public has access only to a portion of any building or structure, the entire building or structure shall be deemed to be a Public Place.
- (i) “Smoke” or “Smoking” means:
- i. inhaling or exhaling the smoke produced by lit, burning, ignited, or heated Cannabis;
 - ii. holding or otherwise having control of lit, burning, ignited, or heated Cannabis;
 - iii. inhaling or exhaling the aerosol, emissions, or vapour produced by an Electronic Smoking Device or similar device containing Cannabis;
 - iv. holding or otherwise having control of an Electronic Smoking Device or similar device that is producing aerosol, emissions, or vapour from Cannabis.
- (j) “Violation Tag” means a County-issued notice 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;
- (k) “Violation Ticket” means a violation ticket issued in accordance with the *Provincial Offences Procedure Act* RSA 2000 c. P-34.

3.0 INTERPRETATION

- 3.1 Heading and subheadings are inserted for ease of reference and guidance purposes only and do not form part of this Bylaw.
- 3.2 Where the Bylaw cites or refers to any act, regulation, code, or other bylaw, the citation or reference is to the act, regulation, code, or bylaw, as amended, whether amended before or after the commencement of this Bylaw, and includes reference to any act, regulation, code, or bylaw that may be substituted in its place.
- 3.3 Each provision of this Bylaw is independent of all other provisions and if any provision is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

- 3.4 Nothing in this Bylaw relieves a person from complying with any provision of any federal, provincial, or municipal law or regulation or any other requirements of any lawful permit, order, or license.

4.0 PROHIBITIONS

- 4.1 Unless an exception applies under this Bylaw, no person may Smoke or consume Cannabis in a Public Place.
- 4.2 Section 4.1 does not apply to Private Living Accommodations.

5.0 MEDICAL CANNABIS

- 5.1 A person who is entitled to possess Cannabis pursuant to a medical document issued pursuant to the *Access to Cannabis for Medical Purposes Regulations*, SOR/2016-230, the *Cannabis Regulations*, SOR/2018-144, or any succeeding or amending legislation, is not subject to this Bylaw.
- 5.2 A person referred to in section 5.0 must, on demand of a Bylaw Enforcement Officer, produce a copy of the person's medical document.

6.0 OFFENCES

- 6.1 Any person who contravenes any provision of this Bylaw is guilty of an offence.
- 6.2 In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention 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 separate offence.

7.0 ENFORCEMENT

- 7.1 Where a Bylaw Enforcement Officer believes that a person has contravened any provision of this Bylaw, the Bylaw Enforcement Officer may issue a Violation Tag specifying the fine amount established in Schedule A of this Bylaw.
- 7.2 This section shall not prevent a Bylaw Enforcement Officer from issuing a Violation Ticket requiring a court appearance of the defendant pursuant to the *Provincial Offences Procedure Act* RSA 2000 c. P-34 or from laying an information instead of issuing a Violation Ticket.

8.0 EFFECTIVE DATE

8.1 This Bylaw shall come into full force and effect upon the date of the third and final reading.

Read a first time in Council this 13th day of November, A.D. 2018.

Read a second time in Council this day of , A.D. 2018.

Read a third time in Council this day of , A.D. 2018.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

2018-21 – Bylaw to Rescind Undeveloped Road Allowance Bylaws

Request

At the November Council meeting, Council gave first reading to Bylaw 2018-21, a Bylaw to Rescind Undeveloped Road Allowance Bylaws, as they are no longer required by the lessee.

The Bylaw was advertised in the St. Paul Journal and Elk Point Review. Any person claiming to be affected by cancelling the Licence Agreements could appeal in writing within 14 days of the advertisement. Administration has not received any feedback.

Alternatives

Recommendation

Motion to give second reading to Bylaw 2018-21, to Rescind Undeveloped Road Allowance Bylaws that are no longer required by the lessees.

Motion to give third reading to Bylaw 2018-21.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19

**RESCINDING BYLAW
BY-LAW NO. 2018-21**

A Bylaw of the County of St. Paul in the Province of Alberta to rescind Undeveloped Licence Road Allowance Bylaws which are no longer required for the applicants.

WHEREAS under the provisions of the Municipal Government Act, RSA 2000, c. M-26 and amendments thereto, the Council of the County of St. Paul has the authority to pass bylaws for municipal purposes; and

WHEREAS Section 63, Subsection (2)(a) permits Council to provide for the repeal of a bylaw or a provision of a bylaw that is inoperative; and

WHEREAS Bylaws 1434 to Licence the Road Allowance located between the E ½ 28-57-7-W4 and W ½ 27-57-7-W4 is no longer required; and

WHEREAS Bylaw 1435 to Licence the Road Allowance located between NW 31-56-7-W4 and NE 36-56-8-W4 is no longer required; and

WHEREAS Bylaw 1584 to Licence the Road Allowance located between SW 14-59-10-W4 and NW 11-59-10-W4 is no longer required;

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

That the following bylaws will be rescinded:

- Bylaw 1434 – License Road Allowance (Quist
- Bylaw 1435 – License Road Allowance (Quist)
- Bylaw 1584 – License Road Allowance (Cousineau)

EFFECTIVE DATE

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

Read a first time in Council this 13th day of November, A.D. 2018.

Read a second time in Council this day of , A.D. 2018.

Read a third time in Council this day of , A.D. 2018.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

11:00 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 on the second weekend of May. The first Walk was held in May 2008 and has raised over \$1,625,000 for MS over the past 11 years.

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

In 2018 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 11, 2018

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 \$1,625,000 for multiple sclerosis over these past eleven 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 2019 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 2019. 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 11, 2018

11:30 a.m. – Lakeland Cross Country Ski Club

Request

Pierre Lamoureux, President of the Lakeland Cross Country Ski Club will be in to speak with council about developing Westcove as a public cross-country skiing facility.

They will talk about their plans for access, parking and signage as well as their plans to groom the trail.

The Ski Club carries \$10,000,000 public liability insurance.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant



Lakeland Cross-Country
Ski Club

December 7, 2018

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

Attn.: Mr. Tim Mahdiuk,

Dear Mr. Mahdiuk,

Re: Proposal of Lakeland Cross-Country Ski Club (LCCSC) to groom ski trails at Westcove Recreation Area in 2018-19 ski season.

We confirm and thank you for our positive discussions exploring the development of Westcove as a public cross-country skiing facility. We propose the following for this winter ski season:

A. Access, Parking and Signage

We understand that the main gate will soon be left open for the usual public access to the lake via the boat launch and that a snow berm is usually built across the road at the boat launch to prevent motor vehicle traffic into the park area. To prevent damage to groomed ski trails we request, in addition to the usual snow berm:

- snow removal at a designated site for public parking
- signage at the parking site indicating where to park
- signage at the snow berm stating: "Cross-Country skiers only past this point. No snowmobile traffic allowed in park" We ask that the County cover the cost of such signage that would of course be removed at the end of each winter season.
- permission to hang over or to bolt onto roadway signposts ski trail signage
- signage at the snow berm stating "ALL SKIERS MUST SIGN IN – SKIERS SKI AT THEIR OWN RISK" (see C. below) This signage and ski trail signage will be at the expense of LCCSC. This signage will be installed and removed by LCCSC.

B. Ski trail grooming and track setting

We propose to groom ski trails **at least twice this winter** as snow conditions permit on a minimum of 2 days notice to the County. This winter we will haul our snowmobile and grooming implements to Westcove. We propose to groom:

- on the roadway from the snow berm to the campground loops and back
- on some of the walking trails that are wide enough for our grooming equipment
- in the area west of the roadway to the western perimeter of the park including the fields near the ball diamond

We have determined together that skiers will be able to get around (or under) the locked lower gate near the park office. However, for grooming and track setting purposes we may need to unlock the lower gate. In that event we will make sure to lock the gate when we have completed grooming.

C. Cross-Country Skiing

We confirm that LCCSC, as a member club of Cross-Country Canada (CCC) carries \$10,000,000 public liability insurance for ski venue hosts, ski club volunteers, ski club members and non-member skiers who sign in. All ski-related activities are covered including: trail development, trail clearing, grooming and track setting and organized ski competitions as well as non-organized recreational ski activities.

Insurance coverage requires that all skiers sign in at the trailhead.

We will provide sign-in sheets and a weather-proof box indicated by a sign saying:

"ALL SKIERS MUST SIGN IN – SKIERS SKI AT THEIR OWN RISK"

A post will be required to affix the sign and weather-proof box.

Should the installation of such a post be required we ask that the County cover the cost of same.

We would also sincerely appreciate being able to use the main gazebo near the lake with a supply of firewood as a shelter and warming area for skiers.

LCCSC is excited to work with the County of St. Paul to develop Westcove as an outdoor winter recreation facility. Good communication and feedback as this project progresses is important. We are confident that together with the County, we will offer a safe, fun and healthy cross-country ski experience this winter.



Pierre Lamoureux
President, Lakeland Cross-Country Ski Club
4601 – 47 Avenue, St. Paul, AB, T0A 3A3
plamoureux@stpaul-law.ca



Request for Decision

Council Meeting: December 11, 2018

2019 Municipal Interim Budget

Request

The Interim Operating and Capital Budget estimated numbers for 2019 are as follows:

Operating and Capital Revenues	\$37,120,463
Debenture & Funding from Restricted Surplus	\$ 4,441,256
Operations Expenditures	\$29,348,117
Replacement Reserves	\$ 139,800
Debenture Repayment	\$ 773,359
Capital Expenditures	\$11,201,152
Surplus	\$ 99,291

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 2019, as per section 242(2) of the MGA:

Operating and Capital Revenues	\$37,120,463
Debenture & Funding from Restricted Surplus	\$ 4,441,256
Operations Expenditures	\$29,348,117
Replacement Reserves	\$ 139,800
Debenture Repayment	\$ 773,359
Capital Expenditures	\$11,201,152
Surplus	\$ 99,291

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 11, 2018

2019 Council Library Board Budget

Request

The 2019 Library Board budget has been approved by the County Library Board, see attached.

Funding provided to the library board in 2018 was \$118,651.82, \$37,303 of which was MSI Funding. \$118,651.82 is \$18.34 per capita.

The County Library Board is requesting an increase of \$15,000 for 2019. The additional funds are being requested for –

- \$5000 for the Ashmont and Mallaig Libraries
- \$2,038.44 to offset the increase for the Northern Lights Library
- \$500 increase for Board meetings

The proposed increase equates to \$20.71 per capita.

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 2019						
					2019	2018
Cash on Hand					12,221.86	12,860.44
Less 2018 Allocation Balances:					3,706.04	968.51
Less Expenses to Year End					3,100.00	2,500.00
					5,415.82	9,391.93
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	
Proposed Funding 2019					81,651.82	81,651.82
					133,954.82	118,954.82
Provincial Grant					34,232.00	34,232.00
G.S.T. Refund					1,000.00	1,000.00
Interest					15.00	15.00
					174,617.64	163,593.75
Expenses Paid Out						
Northern Lights Membership					33,310.20	31,271.76
(\$5.15 Per Capita @ 6,468 Population Count 2017)						
Service Agreements:						
Elk Point					45,000.00	45,000.00
St. Paul					47,000.00	47,000.00
Allocation Funds:						
Ashmont					10,000.00	5,000.00
Mallaig					10,000.00	5,000.00
Advertising					500.00	500.00
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	10,500.00
Security Monitoring					900.00	900.00
Office Supplies					150.00	150.00
Staff Training/Travel					1,000.00	1,000.00
GST					1,000.00	800.00
Total Projected Expenses					170,060.20	157,321.76
Balance of Budget Remaining					4,557.44	6,271.99



Request for Decision

Council Meeting: December 11, 2018

Northern Lights Library System Request for Levy Increase

Request

The Northern Lights Library System Board approved with 2019 budget at their November 3, 2018 meeting. In order not to have a deficit budget and retain the level of services to the ratepayers, they are proposing a budget increase of \$0.08 per capita levy increase for municipalities and their Library Board.

The proposed increase is from \$5.07 to \$5.15 which means an increase of \$517.44.

For the increase to come into effect, the NLLS agreement must be amended, which required written notification from 2/3 of the Parties to the Agreement.

Alternatives

Recommendation

Administration is recommending to approve the proposed levy increase of \$0.08 per capita for the Northern Lights Library Board to \$5.15, effective January 1, 2019.

Submitted by: Phyllis Corbiere, Executive Assistant

November 15, 2018

Re: Levy Increase

Dear Northern Lights Library System Member:

At the November 3, 2018 meeting the Northern Lights Library System Board approved the 2019 budget. In order to not have a deficit budget and retain the level of services to the ratepayers of your municipality, the proposed budget includes a \$0.08 per capita levy increase for municipalities and their Library Boards and a \$0.16 per capita levy increase for Board of Record municipalities.

Currently the levies are as follows:

\$5.07 per capita	Municipality
\$5.07 per capita	Municipal Library Board
\$10.14 per capita	Municipality without Library Board

The proposed increase would be as follows:

\$5.15 per capita	Municipality
\$5.15 per capita	Municipal Library Board
\$10.30 per capita	Municipality without Library Board

For these increases to come into effect, the NLLS agreement must be amended. The amendment formula requires "written notification from 2/3 of the Parties to the Agreement, that they have so authorized such an amendment" (Section 17.1 Northern Lights Library System Agreement).

This letter is notification of the amendment. Each member municipality is asked to respond to the following question:

Are you in favor of the proposed levy increases as outlined above?

We would ask you, please place this item on the agenda of your next council meeting in order to respond in writing to the above note question of December 31, 2018. If the amendment is approved, the levy increase to the municipalities will come into effect as of January 1, 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.

Regards,



Larry Tiedemann
Chairman
Northern Lights Library System Board



Request for Decision

Council Meeting: December 11, 2018

Bylaw 2018-22 – Non-Profit Community Organizations Tax Exemption Bylaw

Request

At the November 27 Public Works Meeting, Council approved the request from the St. Paul Animal Shelter for a tax exemption under Section 362(1)(n)(iii) of the M.G.A. for their new building located on Lot 1, Block 1, Plan 0829109 in NE 6-58-10-W4, as they are a non-profit organization.

The Non-Profit Community Organizations Tax Exemption Bylaw has been amended to include the St. Paul Animal Shelter and is being presented to Council for approval.

Alternatives

Recommendation

To give first reading to Bylaw 2018-22, Non-Profit Community Organizations Tax Exemption Bylaw.

To give second reading to Bylaw 2018-22.

To present Bylaw 2018-22 for third and final reading.

To give third reading to Bylaw 2018-22.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19

NON-PROFIT COMMUNITY ORGANIZATIONS TAX EXEMPTION BYLAW

BY-LAW NO. 2018-22

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. 2017-33 is hereby repealed.

5. Effective Date

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

Read a first time in Council this 11th day of December, A.D. 2018.

Read a second time in Council this 11th day of December, A.D. 2018.

Read a third time in Council this 11th day of December, A.D. 2018.

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 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

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 11, 2018

Bylaw 2018-23 – Borrowing Bylaw – Master Card Account

Request

Bylaw 2018-23, 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 2019. In 2018 the limit was \$32,500. Based on policy changes which will entail hotel rooms being charged to the County credit card, administration is recommending to increase the limit to \$40,000.

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

Alternatives

Recommendation

To give first reading to Bylaw 2018-23, Master Card Borrowing Bylaw,

To give second reading to Bylaw 2018-23.

To present Bylaw 2018-23 for third reading.

To give third reading to Bylaw 2018-23.

Submitted by: Phyllis Corbiere, Executive Assistant

**BORROWING BYLAW
MUNICIPAL - CURRENT EXPENDITURES**

MASTER CARD ACCOUNT

BYLAW NO. 2018-23

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

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, 2019**.

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. 2017-29 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 **11th DAY OF DECEMBER 2018** 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 11th day of December 2018.

Read a first time in Council this 11th day of December, A.D. 2018.

Read a second time in Council this 11th day of December, A.D. 2018.

Read a third time in Council this 11th day of December, A.D. 2018 and duly passed this 11th day of December, A.D. 2018.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

County Credit Cards

Request

As per Credit Card Policy ADM-77, appropriate staff will be authorized to carry a County credit card annually by resolution of Council.

Alternatives

Recommendation

To approve Phyllis Corbiere, Janice Fodchuk and DD Skawronski for a County Credit Card for the 2019 calendar year, as per Policy ADM-77.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 11, 2018

Bylaw 2018-24 – Borrowing Bylaw for Current Expenditures

Request

Borrowing Bylaw 2018-24 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, 2019. This bylaw must be approved annually.

Section 187 of the M.G.A. required that every proposed bylaw must have three distinct and separate readings.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2018-24, Short Term Borrowing for Current Expenditures for the financial year commencing January 1, 2018.

Motion to give second reading to Bylaw 2018-24.

Motion to present Bylaw 2018-24 at this meeting for third reading.

Motion to give third reading to Bylaw 2018-24.

Submitted by: Phyllis Corbiere, Executive Assistant

BORROWING BYLAW

MUNICIPAL - CURRENT EXPENDITURES

BYLAW NO. 2018-24

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

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, 2019**.

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. 2017-30 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 **11th DAY OF DECEMBER 2018** 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 11th day of December 2018.

Read a first time in Council this 11th day of December, A.D. 2018.

Read a second time in Council this 11th day of December, A.D. 2018.

Read a third time in Council this 11th day of December, A.D. 2018 and duly passed this 11th day of December, A.D. 2018.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

Bylaw 2018-25 – 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. This loan guarantee must be done through bylaw and is to be renewed annually.

Therefore, Bylaw 2018-25 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 2018 financial year.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2018-25, Elk Point Regional Allied Arts Loan Guarantee for the financial year commencing January 1, 2018.

Motion to give second reading to Bylaw 2018-25.

Motion to present Bylaw 2018-25 at this meeting for third reading.

Motion to give third reading to Bylaw 2018-25.

Submitted by: Phyllis Corbiere, Executive Assistant

BORROWING BYLAW

LOAN GUARANTEE ON BEHALF OF THE ELK POINT REGIONAL ALLIED ARTS SOCIETY

BYLAW NO. 2018-24

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

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, 2019**.

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. 2017-31 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 **11th day of December 2018** 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 11th day of December 2018.

Read a first time in Council this 11th day of December, A.D. 2018.

Read a second time in Council this 11th day of December, A.D. 2018.

Read a third time in Council this 11th day of December, A.D. 2018 and duly passed this 11th day of December, A.D. 2018.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

2018-26 Fee Schedule Bylaw

Request

Bylaw 2018-26 is being presented to Council to update the current Fee Schedule Bylaw. This bylaw is reviewed annually and amended to include changes that have been made by resolution of Council or other changes being proposed by administration. The changes are indicated in red.

Alternatives

Recommendation

To give first reading to Bylaw 2018-26, Fee Schedule Bylaw.

To give second reading to Bylaw 2018-26.

To present Bylaw 2018-26 for third and final reading.

To give third reading to Bylaw 2018-26.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2018-26

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to establish a Fee Schedule Bylaw.

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. 2018-11 is hereby repealed.
5. This Bylaw comes into force and effect on the final passing thereof.

Read a first time in Council this 11th day of December, A.D. 2018.

Read a second time in Council this 11th day of December, A.D. 2018.

Read a third time in Council and duly passed this 11th day of December, A.D. 2018.

Reeve

Chief Administrative Officer

Schedule A

Administration 12

Credit Cards

Credit card acceptance fee	3%
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Data Retrieval

Administration Fee	\$10.00 per 1/4 hour
Photocopying Fee	No charge for first 50 pages \$0.25/page for each additional page (Provided on CD or DVD) - \$5.00
Electronic Copy Fee	Cost of retrieval + 10%
Outside Retrieval Fee	

Election Deposit (cash)

\$100.00

NSF Cheque/NSF Direct Debit

\$20.00

Promotional Items (Shirts, Caps, Flags etc.)

Cost Recovery

Geographical Information System

Custom GIS Mapping/ Analysis	\$65.00
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Maps

County Land Ownership	\$15.00
Parcel Map 8.5"x11"	\$5.00 for non-owners
Parcel Map 11" x 17"	\$5.00 for non-owners
Parcel Map 18"x24"	\$10.00
Subdivision	\$0 for owners
Subdivision	\$5 for non-owners
Map Binder of all Subdivisions	\$75.00
Postage on Map Sales	\$13.00

Ortho Photo

8.5"x11"	\$10.00 for non-owner
11" x 17"	\$12.00 for non-owner
18" x 24"	\$12.00 for non-owner
No mass sales as per agreement	

Rural Address

Rural Address Binders	\$100.00
Rural Address Replacements Signs	Cost Recovery
Rural Address New Signs	\$0

Assessment & Taxation

Tax Certificates	\$20.00
Tax Searches	\$20.00
Re-print Tax Notices	\$10.00
GIS Annual Subscription - Realtors	\$250.00
Assessment Appeals- Residential	\$50.00
Assessment Appeals- Non-Residential (refundable if Successful)	\$200.00

Assessment Records to Landlord	\$0
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Assessment Records to Firms (per roll number)	\$20.00
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Tax Notifications

Registering Tax Notification	\$25.00
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	\$50.00

County Office

Lower Level Board Room- ½ day	\$50.00
Lower Level Board Room -1 day	\$75.00

Access to Information (FOIP)

As per Freedom of Information &
Protection of Privacy Regulations

Fire 23

Fire

False Alarm	\$450.00
Base Fire Call for County Resident (Permit/No Permit/Accidental)	\$450.00
Fire Call for Motor Vehicle Accident on Provincial Highway within the County	As per Alberta Transportation Fee Schedule
Fire Call for Motor Vehicle Accident on County Road	As per Alberta Transportation Fee Schedule
Fire Call outside of County - no Mutual Aid Agreement	As per Alberta Transportation Fee Schedule
Fire Call for Medical Assist	No Charge
Deposit for Smoke Signs	\$100/sign

PW 32

Cemeteries

Interment Plots- 5'x10'	\$600.00
One Cremation in existing Plot	\$200.00
2 nd Interment in existing Plot	\$300.00
Cremation Plots	
5'x10'	\$600.00
2 nd interment in same plot	\$200.00
Newborn/Infant Plots	\$200.00
Disinterment	\$600.00

<u>Snow Plow Flags</u>	\$25.00 - one-time plow
<u>Gravel- Private Sales</u>	\$15.00/ yd delivered - max 20 cubic yds/ rural address or approved development permit
	\$10.00/yd self-haul - max 20 cubic yds Hauled directly from a Gravel Pit
	\$15.00/yd self-haul – max 10 cubic yds Hauled from County yard
<u>Custom Grader Work</u>	\$100.00/hr.
<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") Includes posts and installation

Airport 33

St. Paul Airport Parking Fees- Grass	- \$200.00 per unit per year - \$125.00 per unit per half-year (six months) - \$5.00 per unit overnight fee - \$5.00 per unit plug-in fee
St. Paul Aircraft Parking Fees- Tarmac	\$10.00 per day (min of four hours) or \$100.00 per month \$100.00 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
- Every 2 Weeks	\$86.40
- Once per Week	\$97.20

6 Yard Bin:

- Once per month	\$ 81.00
- Every 2 Weeks	\$ 91.80
- Once per Week	\$102.60

Bin Delivery Charge	\$ 75.00
Bin Delivery Charge to re-deliver a bin after it has been removed Due to suspension of services	\$150.00
<u>Roll Off Bin Rental Fees</u>	
- Monthly	\$135.00
- Weekly	\$ 33.75
-Plus, Bin delivery/removal:	\$110.00/hr
-Plus, Landfill Tipping Fee:	As Per site attendant
All Commercial Rentals will be charged extra monthly fee	\$ 25.00

Agriculture Service Board 62

Agriculture - Rental Equipment

Rental Equipment	Damage Deposit	Rental
- Post Pounder	\$100.00	\$80.00/day \$160.00/weekend
- Cattle Weigh Scale (Imperial)	\$100.00	\$20.00
- Loading Chute with Portable Corrals	\$100.00	\$20.00
- Squeeze Chute	\$100.00	\$20.00
- Insecticide Sprayer 200 gal	\$100.00	\$50.00
- Tree Planter	N/C-\$100.00	N/C
- Skunk Traps	\$150.00 \$200.00	N/C
- 16' Land roller - \$3.50/ac	\$200.00	\$250.00 min chg
- Mag Pie Trap & Scare Cannons	\$50.00 -\$100.00	N/C
- Scare Cannons	\$50.00 -\$100.00	N/C
- Plastic Mulcher	\$100.00	N/C

Mouse Poison \$2.00/bag

Beaver Control \$200/dam removed

Mowing Charges \$150 per lot minimum
\$150 per hour

Dog Impoundment Fees \$30/dog/day

Planning and Development 66

Planning Documents

Land Use Bylaw- Document	\$25.00
Land Use Bylaw- Disc	\$10.00
Municipal Development Plan- Document	\$25.00
Municipal Development Plan- Disc	\$10.00
Area Structure Plan- Document	\$25.00
Area Structure Plan-Disc	\$10.00

St. Paul InterMunicipal Development Plan- Document	\$25.00
St. Paul InterMunicipal Development Plan- Disc	\$10.00
Elk Point InterMunicipal Development Plan- Document	\$25.00
Elk Point InterMunicipal Development Plan- Disc	\$10.00
Land Use Bylaw, MDP, ASP, IDP Amendment	\$1,000

Undeveloped Road Allowance Licensing Applications

Application Fee	\$250.00
Annual License Fee	\$100.00

Land Leases

Application Fee	\$250
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Subdivision Applications

Application Fee	\$400.00 plus \$150.00 per lot to be created
Endorsement Fee	\$100.00 per lot
Extension (1year)	\$100.00 per file
Municipal Reserve	Cash in lieu -Fair Market Value
Appeal Fee	\$200.00
Requests for time extensions	\$100 – Sec. 657(6) of the MGA made to the subdivision Authority
Copy of Current Land Title	\$20.00
Copy of AER Abandoned Well Records	\$20.00

2017 Permit Fee Schedule Attached

Parks 72

Campground Fees

Gazebo	\$100.00
Wood	\$10.00/wheel barrow

Westcove

Non-Power	\$25.00
Power	\$35.00
Day Use for Spray Park	\$ 3.00

Floatingstone, Lac Bellevue, Stoney Lake

Non-Power	\$20.00
Power	\$30.00

Overnight Camping Fees (Permit)

Spring Season (May 1 to June 30)	
Non-Power	\$10.00/night
Power	\$20.00/night
Summer Season (July 1 to Sept. Long Weekend)	
Non-Power	\$20.00/night
Power	\$30.00/night
Other Fees	
Day Use for Westcove Spray Park	\$3.00/person

COUNTY OF ST. PAUL NO. 19										
2017 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
2017 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
Bunkhouses (Minimum fee \$200.00)	\$0.25/sq.ft. + SCC levy
Garage/ Shop / Pole Shed (Minimum Fee \$125.00)	\$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
Demolition	\$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	\$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.

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

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

**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**

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.

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

2017 FEE SCHEDULE

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

Descripti	Permit Fee
Propane Tank Set (does not include connection to appliance)	\$100.00 + SCC levy
Add \$50.00 for each additonal 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 COUCIL 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 11, 2018

Bylaw 2018-27 – Utility Bylaw

Request

Utility Bylaw 2018-27 is being presented with amendments to reflect the new rates for the regional water line as well as the new rates discussed by Council for the Septic Haulers and Waste Water Transfer Station.

The sewer rates for Ashmont and Mallaig Schools as well as Heritage Homes in Ashmont and Mallaig were not adjusted. Does Council want to consider increasing those rates?

Alternatives

Recommendation

To give first reading Bylaw 2018-27, Utility Bylaw.

To give second reading to Bylaw 2018-27.

To present Bylaw 2018-27 for third reading.

To give third reading to Bylaw 2018-27.

Submitted by: Phyllis Corbiere, Executive Assistant

THE COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2018-27

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

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. 2018-16.

Enactment

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

Read a first time in Council this 11th day of December 2018.

Read a second time in Council this 11th day of December 2018.

Read a third time in Council and finally passed this 11th day of December 2018.

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 ~~\$ 2.24~~ 2.33 per cubic meter
- Distribution \$ 2.79 per cubic meter

~~Mallaig Regional System~~

- ~~- Fixed Water Service Fee \$26.00 per month~~
- ~~- Cost \$.70 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 ~~\$1.77~~ 1.66 per cubic meter
- No Distribution

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

- Fixed Water Service Fee \$28.57 per month
- Cost ~~\$2.24~~ 2.33 per cubic meter
- No Distribution

Bulk Potable Water Sales:

- Ashmont Truck Fill \$6.50 per cubic meter
- Mallaig Truck Fill ~~\$4.50~~ \$6.50 per cubic meter

Monthly Sewer Rates:

Ashmont

- Fixed Monthly Sewer Service Fee ~~\$10~~ 25 per month

Mallaig

- Fixed Monthly Sewer Service Fee ~~\$20~~ 25 per month

Exceptions to the above rates are as follows:

Mallaig

Account No.	Name	Amount	Service
20054.1	Heritage Homes	\$92.00	Flat Sewer
20055.1	Mallaig School	\$284.00	Flat Sewer

Ashmont

30009.1	Ashmont School	\$200.00	Flat Sewer
30012.1	Heritage Homes	\$50.00	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 household waste	\$500
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 11, 2018

Bylaw 2018-28 – Borrowing Bylaw for Twp Rd 582

Request

Bylaw No. 2018-28 is being presented to Council for first reading. Bylaw No. 2018-28 is a bylaw to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$2,641,256 for TWP RD 582 Grading and Base-Paving. This bylaw is required in order to be able to proceed with the project if we receive the grant funding.

After first reading, the proposed bylaw based on estimated or tendered costs, must be advertised at least once a week for two consecutive weeks as per Section 606 of the M.G.A. The electors may, within 15 days from the date of the last publication of the notice, petition Council for a vote on the money bylaw.

If a valid petition is presented to Council within the specified time period, the Council may abandon the project, or, if it decides to proceed with the bylaw, shall first submit the bylaw to a vote of the electors, and if assented to by the vote, may proceed.

After the Bylaw receives second and third reading there is 30 days for the public to appeal the decision through the courts.

Alternatives

Recommendation

Administration is recommending to give first reading to Bylaw 2018-28.

Submitted by: Phyllis Corbiere, Executive Assistant

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 2018-28

A Bylaw of the County of St. Paul No. 19 in the Province of Alberta to incur indebtedness by the issuance of debenture(s) in the amount of \$2,641,256 for the purpose of grading and base-paving 2 miles of Township Road 582 from Highway 881 to 57th Street in the Town of St. Paul.

WHEREAS the Council of the Municipality has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize financing the project to grade and base-pave 2 miles of Township Road 582 from Highway 881 to 57th Street in the Town of St. Paul.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$5,181,905 and the Municipality estimates the following grants and contributions will be applied to the project:

Provincial Funding	\$ 2,540,649
Debenture(s):	<u>\$ 2,641,256</u>
Total Cost:	\$ 5,181,905

In order to complete the project, it will be necessary for the Municipality to borrow the sum of \$2,641,256, for a period not to exceed 30 years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw.

The estimated lifetime of the project financed under this bylaw is equal to, or in excess of FORTY (40) years.

The principal amount of the outstanding debt of the Municipality at December 31, 2017 is \$11,623,816 and no part of the principal or interest is in arrears.

All required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPALITY DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. That for the purpose of Township Road 582 grading and base-paving the sum of TWO MILLIOON SIX HUNRED AND FORTY ONE THOUSAND, TWO HUNDRED AND FIFTY SIX DOLLARS (\$2,641,256) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Municipality at large, of which amount the full sum of \$2,641,256 is to be paid by the Municipality at large.

2. The proper officers of the Municipality are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely bringing water supply to the Hamlet of Mallaig.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest instalments not to exceed THIRTY (30) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing, and not to exceed EIGHT (8) percent.
4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Municipality.
6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
7. This bylaw comes into force on the date it is passed.

Read a first time this 11th day of December 2018.

Advertised the day of and the day of in the St. Paul Journal
and Elk Point Review.

Read a second time this day of 2018.

Read a third time this day of 2018.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

Inter-municipal Subdivision and Development Appeal Board Bylaw #2018-29

Request

Bylaw No. 2018-29, the Inter-municipal Subdivision and Development Appeal Board Bylaw is being introduced to establish an inter-municipal subdivision development and appeal board.

This Bylaw was brought before the Policy Committee on December 7th, 2018.

Alternatives

None

Recommendation

Motion to give first reading to Bylaw No. 2018-29, the Inter-municipal Subdivision and Development Appeal Board Bylaw, as per the recommendations of the Policy Committee.

Motion to give second reading to Bylaw No. 2018-29, the Inter-municipal Subdivision and Development Appeal Board Bylaw.

Motion to present Bylaw No. 2018-29, the Inter-municipal Subdivision and Development Appeal Board for third reading.

Motion to give third reading to Bylaw No. 2018-29, the Inter-municipal Subdivision and Development Appeal Board Bylaw.

Submitted by: Kyle Attanasio, Director of Corporate Services

THE COUNTY OF ST. PAUL NO. 19

BYLAW NO. 2018-29

A BYLAW TO ESTABLISH AN INTER-MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

WHEREAS Section 627(1) (b) of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended from time to time, authorizes a municipality to enter into an agreement with one or more municipalities to establish an Inter-municipal Subdivision and Development Appeal Board; and

WHEREAS the Agreement must provide for the procedure and conduct of the inter-municipal subdivision and development appeal board, and the functions and duties of its members; and

WHEREAS the Council of the County of St. Paul No. 19 deems it necessary to establish an Inter-municipal Subdivision and Development Appeal Board to hear subdivision and/or development appeals within the municipal boundaries of the County of St. Paul No. 19, Summer Village of Horseshoe Bay, Town of Elk Point, and Town of St. Paul.

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

1.0 TITLE

- 1.1 This Bylaw shall be cited as the "Inter-municipal Subdivision and Development Appeal Board Bylaw.

2.0 ESTABLISHMENT

- 2.1 An Inter-municipal Subdivision and Development Appeal Board is hereby established.
- 2.2 The County of St. Paul No. 19 is hereby authorized to enter into an agreement with the Summer Village of Horseshoe Bay, Town of Elk Point, and Town of St. Paul to provide for the following:
- (a) the hearing of subdivision appeals and development appeals within the boundaries of the municipalities;
 - (b) the procedure and conduct of the Inter-municipal Subdivision and Development Appeal Board and its members; and
 - (c) the functions and duties of the Inter-municipal Subdivision and Development Appeal Board.

3.0 RESCISSION

- 3.1 Bylaw 2013-43 and dated November 19th, 2013 is hereby rescinded.

4.0 EFFECTIVE DATE

4.1 This Bylaw comes into effect on January 15th, 2019.

READ A FIRST TIME IN COUNCIL THIS 11TH DAY OF DECEMBER 2018.

READ A SECOND TIME IN COUNCIL THIS 11TH DAY OF DECEMBER 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 11TH DAY OF DECEMBER 2018.

REEVE

CHIEF ADMINISTRATIVE OFFICER

Date Signed



Request for Decision

Council Meeting: December 11, 2018

Inter-municipal Subdivision and Development Appeal Board Agreement

Request

The Inter-municipal Subdivision and Development Appeal Board Agreement is being introduced to establish an inter-municipal subdivision development and appeal board.

Alternatives

None

Recommendation

Motion to enter into an agreement with the Summer Village of Horseshoe Bay, Town of Elk Point, and the Town of St. Paul for the purposes of establishing an inter-municipal subdivision and development appeal board.

The Agreement will take effect on January 15th, 2019.

Submitted by: Kyle Attanasio, Director of Corporate Services

AN AGREEMENT DATED THIS 15th DAY of JANUARY 2019

BETWEEN

THE COUNTY OF ST. PAUL NO. 19

(the “County”)

And

THE TOWN OF ST. PAUL

(the “Town”)

And

THE TOWN OF ELK POINT

(“Elk Point”)

And

THE SUMMER VILLAGE OF HORSESHOE BAY

(the “Summer Village”)

(hereinafter collectively referred to as the “Municipalities”)

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

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

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

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

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

1.0 DEFINITIONS

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

- c) "Clerk" means the person(s) appointed to act as the clerk for the ISDAB as per Section 4.2 of this Agreement;
- d) "Council" means a Council, elected pursuant to the Act, of any of the Municipalities;
- e) "Development Application" means an application made to the Development Authority in accordance with a municipality's Land Use Bylaw to obtain a development permit;
- f) "Development Authority" means the person(s) established under each municipality's respective Development Authority Bylaws to perform the functions of a development authority under the Act;
- g) "Inter-municipal Subdivision and Development Appeal Board (ISDAB)" means the appeal board established by the Municipalities by this Agreement pursuant to Section 627(1)(b) of the Act;
- h) "Land Use Bylaw" means a Bylaw adopted as a Land Use Bylaw pursuant to the Act. Each municipality under this Agreement shall have their own unique Land Use Bylaw;
- i) "Member" means an appointed member of the ISDAB;
- j) "Municipalities" means the County of St. Paul, Summer Village of Horseshoe Bay, Town of Elk Point, and Town of St. Paul, individually or collectively, as the context requires;
- k) "Subdivision Application" means an application established under each municipality's respective Subdivision Authority Bylaw in accordance with the Municipality's Land Use Bylaw to obtain a subdivision approval; and
- l) "Subdivision Authority" means the persons established under each municipality's respective Subdivision Authority Bylaws to perform the functions of a Subdivision Authority under the Act.

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

2.0 ISDAB ESTABLISHMENT

- 2.1 Upon the execution of this Agreement, the ISDAB is hereby established.
- 2.2 The ISDAB shall hear all appeals from all decisions made by the Municipalities' Development Authorities.
- 2.3 The ISDAB has all the powers, duties, and responsibilities of a Subdivision and Development Appeal Board under the Act and the *Subdivision and Development Regulations* passed pursuant to the Act.

3.0 ISDAB MEMBERSHIP

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

4.0 ISDAB CLERK

- 4.1 The position of designated officer for the limited purpose of carrying out the function of the Clerk to the ISDAB is hereby established.
- 4.2 The County and Town shall each appoint one (1) Clerk to handle the duties of the position on behalf of all four Municipalities.
- 4.3 The responsibilities of the Clerk are as follows:
 - a) Ensure that all statutory requirements of the ISDAB are met;
 - b) Inform all affected parties of an appeal hearing in accordance with the *Act*;
 - c) Compile all necessary documentation for distribution to the Members;
 - d) Attend all ISDAB appeal hearings;

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

5.0 MEMBER REMUNERATION

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

6.0 COMPLAINT FEES

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

7.0 COSTS

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

8.0 DECISIONS

- 8.1 Only Members present for the entire ISDAB meeting shall participate in the making of the decision on any matter before it.
- 8.2 The majority decision of the Members present at the meeting shall be deemed to be the decision of the whole ISDAB.
- 8.3 The ISDAB may make its decision with or without conditions in accordance with the *Act*.
- 8.4 If an appeal is recessed for any reason following the submission of evidence, the appeal hearing may be recessed to another scheduled meeting. However, only those Members present at the original hearing shall render a decision on the matter.

9.0 APPEAL HEARINGS

- 9.1 ISDAB hearings will be held in the Municipality where the appeal is generated.

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

10.0 GENERAL MATTERS

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

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

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

TOWN OF ST. PAUL

Per: _____
Mayor

Per: _____
CAO

TOWN OF ELK POINT

Per: _____
Mayor

Per: _____
CAO

Per: _____
CAO

SUMMER VILLAGE OF HORSESHOE BAY

Per: _____
Mayor

Per: _____
CAO

APPENDIX A
HEARING PROCEDURE AND RULES OF CONDUCT

General Procedures

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

restricted to addressing new points raised by those who spoke in opposition to the appeal;

- (l) After a presentation is concluded, any Member may ask the presenter relevant questions;
 - (m) After all presentations from the public have been completed, any Member may ask the staff member present relevant questions; and
 - (n) Following the public presentation and Member questions, the Chairperson shall close the hearing.
- 2.0 Following the close of the public hearing, the ISDAB shall deliberate and make its decision. The ISDAB may deliberate and make its decision in closed session.

Petitions and Letters

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

Presentation Materials

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

Introduction of Speakers

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

Conduct at Hearings

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

Pecuniary Interest

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

- (d) Be absent from the room in which the appeal is heard, except to the extent that the Member is entitled to be heard before the ISDAB as an appellant or person affected by the matter before the ISDAB.
- 18.0 Where Council becomes aware of a breach of these provisions by a Member of the ISDAB, the Council shall review the facts of the case and decide as to whether the Member, in the opinion of Council, has breached pecuniary interest provisions of this Appendix.
- 19.0 Where, after its review pursuant to Section 18.0, the appointing Council determines that a breach of the pecuniary interest provisions has occurred, Council may rescind the Member's appointment to the ISDAB.

Confidentiality and Commitment

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



Request for Decision

Council Meeting: December 11, 2018

Inter-Municipal SDAB Members at Large

Request

Following the November Council meeting, administration advertised in the St. Paul Journal and the Elk Point review for two members at large to sit on the Inter-Municipal Subdivision and Development Appeal Board. It was also included in the Council highlights.

We have received applications from Leo deMoissac and Desiree Maas to sit on the board.

Alternatives

Recommendation

Administration is recommending to appoint Leo deMoissac and Desiree Maas to sit as members at large to represent the County on the Inter-Municipal Subdivision and Development Appeal Board.

Submitted by: Phyllis Corbiere, Executive Assistant

Phyllis Corbiere

From: DESIREE | PROPERTY PLUS REALTY <desiree@propertyplusrealty.ca>
Sent: Thursday, November 29, 2018 4:14 PM
To: Phyllis Corbiere
Subject: Inter-Municipal SDAB

Dear Phyllis,

I would like to be considered as a member-at-large to sit on the Inter-Municipal Subdivision and Development Appeal Board. I have been a county member since 1989. I am currently the broker of Property Plus Realty in Elk Point and I would say I have an interest in sitting on a board to hear and learn the appeal process with regard to subdivision and development within the county. Thank you for your consideration.

Desiree Maas
Realtor® / Broker / Owner
info@propertyplusrealty.ca
www.propertyplusrealty.ca



Phyllis Corbiere

Subject:

FW: Subdivision and Development Appeal Board (SDAB)

Phyllis,

I would like to express my interest in serving on the Subdivision and Development Appeal Board (SDAB). I feel that I have a lot to contribute to this board.

I have experience in the subdivision application process and have found it to be very engaging. I have taken this experience and used it in helping others apply for subdivision approvals.

I get along well with others when working in a group setting and I have the ability to help others find common ground when they disagree on what actions to take. I also have the ability to deal professionally with confidential and sensitive information.

My experience to date and my eagerness to contribute to a high-caliber board are the reasons I have chosen to apply for this role. I feel I have the background to be a valuable member of the Subdivision and Development Appeal Board (SDAB) and would appreciate being considered for the position.

Sincerely,

Leo deMoissac



Request for Decision

Council Meeting: December 11, 2018

Procurement Policy ADM-26

Request

Procurement Policy ADM-26, the Procurement Policy, is being presented to Council to establish procurement guidelines. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

None

Recommendation

Motion to approve Policy ADM-26, the Procurement Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY STATEMENT:

The County of St. Paul is committed to the acquisition of Goods and/or Services of the appropriate quality and at the best value for the County while treating all Vendors equitably. The County is committed to creating and maintaining a high level of confidence in its Procurement of Goods and/or Services, by ensuring integrity, transparency, accountability, efficiency, and consistency in its Procurement process, and acting within its authority under the federal and provincial legislation, regulations, and agreements governing municipal Procurement.

It is important that in the expenditure of public funds the County maximizes the benefit to the County and the public. All Employees shall pursue Procurement Activities that promote the principles of economy, efficiency, effectiveness, and equity.

1.0 PURPOSE

- 1.1 To provide direction and guiding principles for all Procurement of Goods and/or Services.
- 1.2 To ensure the Procurement of Goods and/or Services follows:
 - (a) the *Municipal Government Act*;
 - (b) the *Canadian Free Trade Agreement (CFTA)*;
 - (c) the *New West Trade Partnership (NWPTA)*;
 - (d) any subsequent federal or provincial legislation, regulations, and agreements governing municipal Procurement; and
 - (e) all County bylaws, policies, and procedures governing Employee standards or conduct.

2.0 DEFINITIONS

- 2.1 **“Alternate Goods and/or Services”** means a choice between two Goods and/or Services. The same Evaluation Criteria must be used to assess each Good or Service.
- 2.2 **“Bid”** means for the purposes of this document only, a Tender Proposal, Quotation, an offer or submission received from a Vendor in respect of an Invitation to Tender, Request for Proposal, Request for Quotation, or other form of solicitation.
- 2.3 **“Chief Administrative Officer”** means the Chief Administrative Officer of the County.
- 2.4 **“Conflict of Interest”** means a situation where the independence or impartiality of an Employee’s decisions or actions are impaired or may reasonably be expected to be impaired because of outside employment, political business, family, or other personal interests.
- 2.5 **“Construction”** means a construction, reconstruction, demolition, repair, or renovation of a building, structure, or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure, or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the Procurement.
- 2.6 **“Contract”** means a formal legal agreement between two or more parties, usually written, with binding legal and moral implications, usually exchanging Goods and/or Services for money or other considerations.
- 2.7 **“County”** means the County of St. Paul No. 19, in the Province of Alberta.
- 2.8 **“Council”** means the municipal council of the County.
- 2.9 **“Director”** means the Director of Community Services, Director of Corporate Services, and Director of Public Works;

- 2.10 **“Direct Purchase”** means the acquisition of Goods or Services without competition;
- 2.11 **“Emergency”** means an unforeseeable situation of urgency and the Goods and/or Services cannot be obtained in time by means of an open Procurement process.
- 2.12 **“Employee”** means an employee of the County.
- 2.13 **“Equivalent Goods and/or Services”** means having the same quality, the same performance or providing the same benefit. The same Evaluation criteria must be used to assess each Good or Service.
- 2.14 **“Evaluation Criteria”** means criteria set out in the Procurement documents which are to be used to evaluate a Bid.
- 2.15 **“Expression of Interest”** means a request by the County to determine the interest of potential Vendors to provide Goods and/or Services.
- 2.16 **“Foreperson”** means an employee designated as a foreperson on the County’s Job Level Summaries and who has been delegated Procurement Authority by the Chief Administrative Officer;
- 2.17 **“Formal Competition”** means the acquisition of Goods and/or Services governed by competitive bidding law utilizing an Invitation to Tender, a Request for Proposal, an Expression of Interest, or some other competitive mechanism.
- 2.18 **“Goods”** means moveable property (including the cost of installing, operating, maintaining, or manufacturing such moveable property) and includes supplies, materials, raw materials, products, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form.
- 2.19 **“Informal Competition”** means the acquisition of Goods and/or Services requiring a minimum of two quotes from Vendors without formal advertising.
- 2.20 **“Invitation to Tender”** means an invitation to submit a Tender.
- 2.21 **“Managers”** means employees categorized as Director II, Supervisor II, or Supervisor I under the County’s Job Level Summaries.

- 2.22 **“Para-professional Staff”** means a non-managerial employee delegated with Procurement Authority by the Chief Administrative Officer;
- 2.23 **“Prequalification”** means the process of shortlisting potential Vendors.
- 2.24 **“Procurement”** means the acquisition by any means, including by purchase, rental, lease, or conditional sale, of Goods and/or Services, but does not include:
- (a) any form of government assistance such as grants, loans, equity infusion, guarantee, or fiscal incentives; or
 - (b) government provisions of Goods and/or Services to persons or other government organizations.
- 2.25 **“Procurement Activity”** includes any activity, process, or procedure, initiated or undertaken as part of a Procurement, including but not limited to drafting specifications, completing any Procurement forms, receiving and evaluating Bids, issuing the Purchase Order or Contract as required, and forwarding documents to records for filing.
- 2.26 **“Procurement Authority”** means the authorization, by letter, enabling an employee to engage in the procurement of Goods and Services on the County’s behalf;
- 2.27 **“Procurement Value”** means the estimated total financial commitment resulting from a Procurement (G.S.T. excluded) taking into account all forms of remuneration including premiums, fees, commissions, interest, and any of the total values of options if the Procurement provides for the possibility of options.
- 2.28 **“Purchase Order”** means a legal document which is the County’s commitment to the Vendor for the purchase of Goods and/or Services at an agreed upon price, terms, conditions, and delivery date. This definition shall also include change orders. It is also the Vendor’s authority to ship and charge for Goods and/or Services specified in the Purchase Order.
- 2.29 **“Purchasing Card”** means a charge card approved by the County that can be used by authorized Employees to acquire low dollar value items as outlined in the applicable policies and procedures for the Purchasing card.

- 2.30 **“Quotation”** means a Vendor’s submission in response to a Request for Quotation.
- 2.31 **“Policy”** means this Procurement Policy.
- 2.32 **“Request for Information”** means a request issued by the County wherein further information regarding Vendors, Goods, and/or Services is requested for Prequalification assessment.
- 2.33 **“Request for Proposal”** means a request issued by the County wherein a Vendor’s submission of a proposal is sought.
- 2.34 **“Request for Qualifications”** means a request issued by the County wherein the qualifications, experience, and background of a Vendor is sought for a Prequalification to screen and short list potential Vendors.
- 2.35 **“Request for Quotation”** means a request issued by the County wherein a Vendor’s submission of a quotation is sought.
- 2.36 **“Services”** means all services to be supplied, including Construction and consulting.
- 2.37 **“Single Sourcing”** means awarding a Procurement opportunity to a Vendor without competition for reasons specific to the situation (such as an emergency), although competitive bids may be available.
- 2.38 **“Sole Sourcing”** means awarding a Procurement opportunity to a Vendor without competition because that Vendor is predetermined to be the only source capable of providing the Goods and/or Services.
- 2.39 **“Tender”** means an offer in writing to provide specified Goods and/or Services at a certain price, in response to an Invitation to Tender.
- 2.40 **“Vendor”** includes, but is not limited to, an individual, firm, partnership, proprietorship, supplier, contractor, architect, consultant, bidder, or proponent.

3.0 GUIDING PRINCIPLES

- 3.1 These Guiding Principles apply to all Procurement Activities and all Employees involved with Procurement Activities.
- 3.2 Procurement is a complex process involving several persons therefore it is difficult to outline a prescriptive guideline for use for all circumstances. The Guiding Principles in this Policy should be used to guide Employees involved in Procurement Activities where the Policy may be silent, ambiguous, or unclear.

Open and Fair Competition

- 3.3 The objective of this Policy is to ensure that all Procurement Activities are conducted in a manner that is fair, open, transparent, and competitive to uniformly balance the interests of the ratepayers with the fair and equitable treatment of Vendors.
- 3.4 All Procurement Activities shall be conducted in a manner that promotes and maintains the integrity of the process and protects the County, Council, Employees, and Vendors involved in the process, by providing clear direction and accountability.
- 3.5 All Procurement Activities by the County shall be fair and impartial with no impropriety or appearance of impropriety, ensuring that all qualified Vendors have access to the County's business, that no source is arbitrarily or capriciously excluded, and that there is competition for the County's business ensuring that the County receives best value in all its Procurement Activities.
- 3.6 All Procurement Activities shall be open, transparent, and accessible and the County will fairly and equitably address Vendor complaints, provide unsuccessful Vendors with feedback upon request, and maintain records on Vendors' performance under contracts.

Ethically Bound

- 3.7 The County is committed to acting ethically in all its Procurement Activities.
- 3.8 It is the responsibility of Employees involved in Procurement Activities

to establish a relationship of mutual confidence between the County and its Vendors, within the confines of applicable policy and law. Employees shall:

- (a) ensure that specifications are clear;
- (b) maintain consistent buying practices; and
- (c) remain free of any obligation to any Vendor or potential Vendor.

- 3.9 Employees are to exercise caution when dealing with Vendors or potential Vendors where there is the possibility or perception of a Conflict of Interest, either through a direct or indirect relationship of any kind and must declare any actual or potential Conflict of Interest that may arise at any time in the Procurement process to their supervisor.
- 3.10 Employees will not use their public role to influence or seek to influence a County Procurement decision which could further a personal and/or business interest of the Employee or Employee's family.
- 3.11 Procurement documents will require Vendors to declare that there are no Conflicts of Interest or provide details of any actual or potential perception of Conflicts of Interest with Employees or elected officials. Vendors will not necessarily be disqualified due to the existence of a Conflict of Interest if it is identified, recorded, and acknowledged at the outset and proper precautions are exercised to limit any such Conflict of Interest.

Vendors Acting in Good Faith

- 3.12 The County may refuse to do business with Vendors who do not act in good faith towards the County, whether by failing to live up to the terms and conditions of their agreement or contracts, or by entering litigation with the County without valid justification.
- 3.13 Pursuant to the County's obligations and duties under the *Freedom of Information and Protection of Privacy Act*, as amended or repealed or replaced from time to time, the County commits to protect confidential information from unauthorized access or disclosure, especially information of a confidential nature that is clearly marked as such.

3.14 Subject to the *Freedom of Information and Protection of Privacy Act*, information regarding the budget and cost estimates and any other information that may create an unfair advantage shall remain confidential and shall not be released to the public or a single potential Vendor. Further, the County is committed to ensuring that:

- (a) pricing and costs of competing Vendors and the names of Vendors shall not be released prior to award or public opening;
- (b) information made available to potential Vendors shall be limited to the list of potential Vendors and total Contract price; and
- (c) information made available to a potential Vendor must be made available to all potential Vendors.

4.0 ROLES AND RESPONSIBILITIES

4.1 County departments and Employees exercising Procurement authority are responsible to ensure that all Procurement Activities are carried out in accordance with this Policy and all other applicable policies, procedures, guidelines, and legal requirements. Specifically, this includes, but is not limited to:

- (a) Ensuring efficient, effective, economic, and prudent use of public funds in Procurement Activities;
- (b) identifying specific needs for Goods and/or Services;
- (c) planning appropriately for the Procurement of budgeted Goods and/or Services;
- (d) defining requirements and drafting clear specifications for Procurement opportunities;
- (e) maximizing competition in Procurement Activities;
- (f) completing the Procurement cycle (i.e. attending the public

Tender opening, completing the Evaluation, awarding the Contract, issuing the Purchase Order or Contract, justifying the award, justifying the award, managing the Contract); and

- (g) Ensuring all Procurement Activities are appropriately and completely documented for records retention purposes.

5.0 PROCUREMENT AUTHORITY

- 5.1 Unless otherwise approved by Council, all Procurement of Goods and/or Services must be approved in the annual budget. Formal approval of the budget constitutes approval for County administration to proceed with the Procurement Activity.
- 5.2 The Chief Administrative Officer shall delegate Procurement Authority as required.
- 5.2 Procurement Authority shall not exceed the following amounts for the respective employee groups:

Chief Administrative Officer	up to five hundred thousand (\$500,000.00)
Directors	up to five hundred thousand (\$500,000.00)
Managers	up to seventy-five thousand (\$75,000.00)
Para-Professional Staff	up to ten thousand (\$10,000.00)
Foreperson	up to five thousand (\$5,000.00)
- 5.3 An Employee who has been delegated Procurement authority may sign any Procurement document, Purchase Order, or Contract, within the limits of their delegated Procurement authority, necessary to complete the Procurement and must ensure that the expenditure is within the approved budget or a spending resolution approved by Council.
- 5.4 The Chief Administrative Officer shall ensure that all Procurement authority is being properly executed.
- 5.5 All purchasing transactions must be approved by Employees charged with delegated authority for the County.

6.0 PROCUREMENT PROCESSES

- 6.1 Procurement Activities, regardless of the nature or value of the Goods and/or Services being acquired, create legally binding relationships between the County and Vendors. Employee must ensure appropriate documentation is created to reflect the nature and substance of the relationship being established.
- 6.2 Procurement methods reflect the relative value of the Goods and/or Services being acquired. Procurements are to be conducted in accordance with the following processes:

Procurement Value	Procurement Process
\$25,000 or less for Goods and/or Services	Direct Purchase
\$75,000 or less for Construction	
\$25,000 to \$75,000 for Goods and/or Services (excluding Construction)	Informal Competition
\$75,000 to \$200,000 for Construction	
\$75,000 or greater for Goods and/or Services (excluding Construction)	Formal Competition
\$200,000 or greater for Construction	

- 6.3 No Procurement is to be divided to avoid the requirements of this Policy or the County's obligations pursuant to the *Canadian Free Trade Agreement* (CFTA) or *New West Partnership Trade Agreement* (NWPTA).
- 6.4 Where Goods and/or Services of a similar type are to be supplied on a repetitive basis from one or more Vendors either over a period of time, in a calendar year or over the course of a season, those Goods and/or Services

shall be procured in accordance with the Procurement process applicable to Goods and/or Services having a Procurement Value equal to the total estimated cost of all such similar Goods and/or Services to be supplied in the term of the Contract, whole calendar year, or during the course of the entire season as the case may be. The appropriate procedure above shall be utilized according to the total dollar value.

Direct Purchase

- 6.5 Direct Purchase is reserved for low value/incidental purchases and is intended to expedite the acquisition of Goods and/or Services and reduce administrative costs.
- 6.6 Direct Purchases may be made using a Purchasing Card as per the Employee Purchasing Card Agreement.
- 6.7 Employees issuing Purchase Orders are responsible for forwarding all completed Purchase Orders, packing slips, and other documentation to the Finance Department for processing.

Informal Competition

- 6.8 Informal Competition is a competitive process intended for low to medium dollar value Procurements in which invited Vendors are given a reasonable and equal opportunity to provide the County with Goods and/or Services in response to identifiable needs.
- 6.9 Quotes may be received by documented telephone call, facsimile, email, or written proposal in response to a Request for Quotation depending on the nature and complexity of the Procurement opportunity.
- 6.10 All information provided to Vendors is to be identical.
- 6.11 The initiating Employee may, in consultation with the Chief Administrative Officer, elect to follow the Formal Competition process if deemed appropriate.
- 6.12 The initiating Employee shall be responsible for conducting all necessary Procurement Activities.
- 6.13 If the initiating Employee requires assistance with Procurement Activities, the Employee may consult the Chief Administrative Officer who may, in turn, obtain legal or other professional advice as required.

Formal Competition

- 6.14 Formal competition is a competitive process in which the relative value of the Procurement opportunity is such that all interested Vendors must be given

equal opportunity to provide the County with Goods and/or Services in response to an identified need.

- 6.15 Opportunities shall be posted electronically to the Alberta Purchasing Connection (APC) by the initiating Employee.
- 6.16 The selection of the appropriate method of Procurement (i.e., Pre-Qualification, Request for Quotation, Request for Proposal, Invitation to Tender, etc.) is to be determined on a case-by-case basis by the initiating Employee, based on the nature of the Procurement opportunity and level of risk exposure.
- 6.17 The initiating Employee shall be responsible for conducting all necessary Procurement Activities.
- 6.18 If the initiating Employee requires assistance with Procurement Activities, the Employee may consult with the Chief Administrative Officer who may, in turn, obtain legal or other professional advice as required.

Methods of Procurement: Formal Competition

- 6.19 When selecting the appropriate method for Formal Competition Procurement in a given case, the initiating Employee shall consider the following characteristics of each method:

- (a) Request for Quotation

- Appropriate low and medium value Procurements for known Goods and/or Services;
- Requirements and technical specifications are detailed and provided in the document;
- Unless otherwise specifically stated in the Procurement documents, it is a legally binding document between the County and all potential Vendors, in accordance with terms and conditions attached to the Procurement documents, which forms the awarded Contract; and
- Lowest priced response that best meets the specifications will be accepted unless Evaluation Criteria are used in which case the highest ranked Bid will be accepted.

- (b) Invitation to Tender

- Commonly used for major Construction projects and other high value Procurements;

- Used when the County knows what to do and how to do it;
- Used primarily when price or cost is the sole award factor, however, it may also be used when criteria other than price are the deciding factor;
- Contains very detailed requirements and technical specifications;
- Terms and conditions are considered mandatory requirements that must be met;
- It is a legally binding document between the County and all potential Vendors, in accordance with the terms and conditions attached to the Procurement documents and which forms the awarded Contract;
- It is intended to accept the lowest priced, compliant Bid without negotiations; and
- It should be used when a tight market requires security from the potential Vendors.

(c) Request for Proposal

- Appropriate where a need is identified, but how it will be achieved is unknown at the outset;
- Allows Vendors to propose solutions or methods to arrive at a product or solution;
- Provides Vendors with an opportunity to bid on Goods and/or Services using their unique skills;
- Specifications are general in nature;
- Vendor selection is based on Evaluation Criteria other than only price;
- The County may negotiate specific terms and conditions of the Contract with the selected Vendor following the closing of Bids;
- Used when the County wants to take advantage of the flexibility that Requests for Proposal offer with negotiation options; and
- Is not legally binding on either party until the Contract is executed.

Pre-Qualification

- 6.20 Pre-qualification reduces the legal risks, as qualification takes place without worrying about possible contract lawsuits from disqualified Vendors. It cuts workload by reducing the number of Vendors at an early stage. At the same time, it enforces the *Canadian Free Trade Agreement* and the *New West Trade Partnership Agreement* requirements for open and fair competition, having it available to all Vendors.
- 6.21 Pre-qualification is recommended when:
- (a) the complexity of the Procurement requires better knowledge about the potential Vendors that may compete;
 - (b) many responses are expected, and the County's intention is to shortlist and approach only shortlisted Vendors;
 - (c) Pre-qualification can take the form of an Expression of Interest, Request for Information, or Request for Qualifications. If the County intends to proceed with the Procurement opportunity, Pre-qualification must be followed by either the Informal Competition or Formal Competition process, as applicable.

7.0 SPECIFICATIONS

- 7.1 Preparation of the requirements, technical specifications or scope of work for the Goods and/or Services is the responsibility of the initiating Employee.
- 7.2 Employees must fully consider the "purpose" of the Goods and/or Services when developing the requirements for Goods and/or Services.
- 7.3 Technical specifications should be set out in terms of performance and function rather than design or descriptive characteristics and be based on standards, if applicable.
- 7.4 Employees should avoid using technical specifications that require or refer to a particular brand name, trademark, trade name, or manufacturer. Such references may only be used for indicating quality, character, and compatibility, and must not denote preference. Specifications should include but not be limited to: quality, performance, availability of parts or services, and any other characteristics as necessary.
- 7.5 Specifications shall contain:

- (a) clear, accurate, and complete requirements of the Goods and/or Services;
- (b) minimum standards expected of potential Vendors;
- (c) requirements that will permit fair and equitable evaluation to select the successful Vendor;
- (d) legal requirements that will protect the County by ensuring suitability and acceptability of potential and actual offerings of potential Vendors including financial security and insurance requirements;
- (e) all mandatory standards that are required of the Goods and/or Services; and
- (f) desirable technical standards that are preferred of the Goods and/or Services.

7.6 The acceptability of Alternate or Equivalent Goods and/or Services should be identified where possible. It must be very clear to all Vendors that the specifications establish minimum requirements only. If substitutions or equivalencies are not acceptable, a statement to this effect must be included in the specifications.

8.0 ADVERTISING AND NOTIFYING POTENTIAL VENDORS

8.1 Every effort must be made to ensure the County's requirements are known to a broad market and to potential Vendors in the acquisition of Goods and/or Services. The County is committed to the following practices:

- (a) All Procurement opportunities over the applicable threshold for Formal Competition shall be posted on the Alberta Purchasing Connection or any successor Government of Alberta Procurement advertising websites;
- (b) If required by the initiating Employee, other advertising options may include the County website, regional newspapers, professional associations, or other relevant outlets.

9.0 BID OPENING: FORMAL COMPETITION

- 9.1 All Bids are received in an Invitation to Tender shall be subject to public opening.
- 9.2 The time, location, and conditions of the public opening shall be made known in advance and shall be contained in the Procurement documents provided to potential Vendors.
- 9.3 Only the name of the Vendor and the total cost or price in the Bid is to be released during a public opening.
- 9.4 All Vendors are instructed that there will be no award at the public opening and all Bids will be subject to further review and analysis prior to award.
- 9.5 All other aspects of the Bids are to remain confidential prior to award.
- 9.6 Two Employees are required to attend all public openings to read aloud the Bids received and recording the results.

10.0 ACCEPTANCE OR REJECTIONS OF IRREGULAR BIDS: FORMAL COMPETITION

- 10.1 The County, in exercising its discretion to waive a minor or non-substantial irregularity in a Bid, shall follow the guidelines provided below:

	IRREGULARITY	RESPONSE
1	Late Bids (submitted after (e.g. 2:00:00 pm local time on the tender closing day))	Automatic rejection, do not open the Bid
2	Unsealed Bids	Automatic rejection, do not open the Bid
3	Bid not completed in non-erasable medium and not signed	Automatic rejection
4	Incomplete Bids - partial Bids - all items not bid upon	Automatic rejection except where the Tender form clearly states that an award may be made for individual items or where the irregularity is trivial or insignificant

5	Qualified Bids (condition or restriction on the Bid)	Automatic rejection except where the change is requested by the County, or where the change is trivial or insignificant
6	Financial security not submitted or insufficient (Bid Bond, Surety or other)	Automatic rejection
7	Bid not properly executed (signature or seal)	Automatic rejection
8	Mathematical errors	May be accepted if corrected in the checking/review procedure. Unit prices shall be used to correct extensions.
9	Corporate seal or signature of authorized agents of bonding company missing	Automatic rejection
10	Bids received on documents other than those provided in the Tender	Automatic rejection unless the matter is trivial or insignificant
11	Erasures, overwriting, corrections, or strikeouts not initialled:	
a)	Changes which are minor (i.e. address, clerical error)	May be accepted, time limit given to initial change

b)	Unit prices have been changed but not initialled and the Bid totals are consistent with the price as amended	May be accepted, time limit given to initial change
c)	Unit prices have been changed but not initialled and the Bid totals are not consistent with the prices as amended	Automatic rejection
12	Minor clerical errors	May be accepted, time limit given to correct and initial
13	Other minor irregularities	The Chief Administrative Officer shall have the authority to waive irregularities deemed to be minor and immaterial, using a consistent approach to fair practices.

11.0 BEST VALUE CONSIDERATIONS

11.1 Purchases shall be at the best value to the County. The County encourages the consideration of overall cost in the Procurement of Goods and/or Services and will consider and evaluate the relevant price and non-price factors prior to commencing the competitive process.

11.2 All factors need to be fully considered in determining best value. These include, but are not limited to:

- (a) life cycle costs such as the total cost from time to time of acquisition of the Goods through disposal (including, but not limited to, price, acquisition costs, operating costs, and salvage value);
- (b) availability;
- (c) quality and serviceability;
- (d) warranties;
- (e) delivery (manner and timing of delivery, and freight cost); and

- (f) method of purchase or payment, with the intent that the most appropriate method be used for the value of the Procurement to reduce internal processing across all County departments.

- 11.3 Payment terms on large dollar purchases or Contracts may be aggressively negotiated for additional discounts or payment installments/terms.
- 11.4 Delivery of Goods directly to the job site or workplace should be encouraged to reduce internal handling, warehouse, or inventory.
- 11.5 Applicable taxes shall not be included in cost comparisons.
- 11.6 Purchases outside of Canada are subject to duty, customs or brokerage charges, freight, and exchange on the dollar, all of which are required to be included in cost comparisons.

12.0 AWARD CONSIDERATIONS

- 12.1 For Procurements that do not have Evaluation Criteria established, the lowest Bid meeting specifications will normally be accepted subject to the specific wording in the Procurement documents. If other than the low Bid is recommended by the initiating Employee, written justification must be submitted to the Chief Administrative Officer prior to the award. Normally, the only reasons acceptable for selecting a Bid other than the lowest Bid are where:
 - (a) the lowest Bid does not meet the specifications materially;
 - (b) the Vendor submitting the lowest Bid cannot delivery within the time required;
 - (c) acceptance of the lowest Bid would result in a higher overall cost.
- 12.2 Where the recommended Vendor is other than the lowest acceptable Vendor, the award for the Procurement must be approved by the Chief Administrative Officer. When price is not the sole awarding factor, evaluation, and Vendor selection shall be based on Evaluation Criteria which must be identified and included in the Procurement documents provided to potential Vendors. The Evaluation Criteria shall be assigned weighting for the analysis of Bids.
- 12.3 The Evaluation Criteria may include, but is not limited to:
 - (a) Project Understanding: the degree of response to the published terms of reference will be of major importance in scoring this criterion. Vendors showing creativity and innovative approaches will score higher;

- (b) Project Experience: previous experience on similar projects is an important selection criterion;
- (c) Staff allocation: experience of staff allocated and the assignment to specific project components will form the basis of this criterion;
- (d) Estimated Time Required for Project: the importance of this criterion will vary based on the particular project;
- (e) Litigation: if the Vendor currently in litigation with the County;
- (f) Amount of Work Completed for the County in the Past: The County strives to provide more or less of an equitable distribution of available County business among qualified Vendors;
- (g) Past Performance of County Contracts: The quality and performance of previous Contracts, Goods, and/or Services; and
- (h) General Readability: the ease with which the County can understand the text provided.

13.0 NOTIFICATION OF SUCCESSFUL VENDOR:

- 13.1 The successful Vendor shall be notified by the initiating Employee as soon as possible after evaluation and selection. A Contract or Purchase Order must be issued to confirm the award.

14.0 NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL VENDOR:

- 14.1 Upon completion and award of all Procurements where a Request for Quotation, Request for Proposal, or Invitation to Tender has been used, the unsuccessful Vendors in the competition are to be notified that a successful Vendor has been selected. Copies of submitted Bids will not be provided.
- 14.2 An unsuccessful Vendor may file a complaint with the County for any alleged wrongdoing in the Informal or Formal Competition process or recommendation of award. All Vendor complaints are to be referred to the Chief Administrative Officer for review and determination, in consultation with the County's legal advisors.

15.0 EMERGENCIES AND EXCEPTIONS TO COMPETITION (SINGLE AND SOLE SOURCING)

- 15.1 The County requires that Procurement be done on a competitive basis and must strictly comply with the *Canadian Free Trade Agreement* and *New West Trade Partnership Agreement*. However, a competitive Procurement process is not required or even possible for all Procurements. Procurement without

competition may only occur if one or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value for the County under the given circumstances:

- (a) Low value/incidental Procurements subject to Direct Purchase;
- (b) Emergency purchases: Emergency purchases should not be the result of poor planning or the incorrect allocation of resources. Single sourcing an acquisition is acceptable where the lack of immediate action could jeopardize County operations, or the health or safety of the County's people or property.
- (c) Sole sourcing an acquisition where Goods and/or Services are only available from one Vendor by reason of:
 - (i) a statutory or market-based monopoly;
 - (ii) scarcity of supply in the market;
 - (iii) existence of exclusive rights (i.e. patent, copyright, or license); or
 - (iv) need to avoid violating warranties or guarantees.

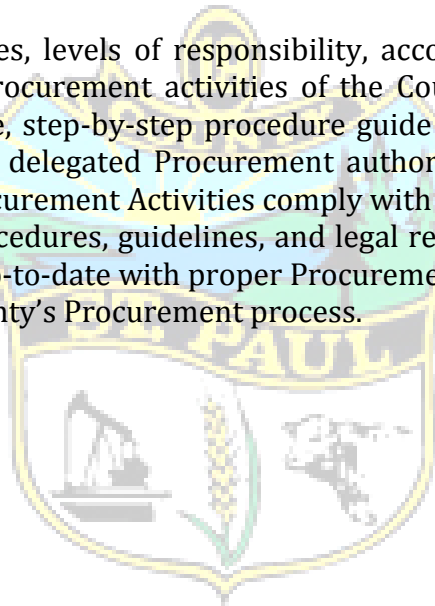
Sole source acquisitions are not permitted because there is a preference for a particular brand or Vendor. The Chief Administrative Officer shall be notified immediately of any intended Sole Source Procurements and a written report detailing the circumstances shall be provided to the Chief Administrative Officer, with a report to Council if deemed necessary.

- (d) Exempt Procurements:
 - (i) from philanthropic institutions, prison labour, or persons with disabilities;
 - (ii) from a public body or a non-profit organization;
 - (iii) of Goods purchased for representational or promotional purposes, and Services or Construction purchased for representational or promotional purposes outside the territory of the County;
 - (iv) of health services and social services;
 - (v) of services provided by lawyers and notaries;
 - (vi) of Goods intended for resale to the public;

- (vii) when Procurement is of a confidential and privileged nature and disclosure through an open bidding process could reasonably be expected to compromise confidentiality, cause economic disruption, or be contrary to the public interest;
- (viii) financial services including the management of government financial assets and liabilities (i.e. treasury operations) including ancillary advisory and information services, whether delivered by a financial institution or not;
- (ix) in the absence of a receipt of any Bids in response to the Formal Competition process.

16.0 GENERAL MATTERS

- 16.1 This Policy defines roles, levels of responsibility, accountability, and general processes to govern Procurement activities of the County. This Policy is not however, an exhaustive, step-by-step procedure guide for every Procurement activity. All Employees delegated Procurement authority are accountable for ensuring that their Procurement Activities comply with this Policy and all other applicable policies, procedures, guidelines, and legal requirements, Employees are expected to keep up-to-date with proper Procurement practices and ensure the integrity of the County's Procurement process.





Request for Decision

Council Meeting: December 11, 2018

Statutory and Declared Holidays Policy HR-30

Request

Policy HR-30, the Statutory and Declared Holidays Policy, is being presented to Council, as amended, to update the County's statutory and declared holidays procedures. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

Recommendation

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

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

The County of St. Paul wishes to establish holiday benefits offered to employees.

1.0 DEFINITIONS

1.1 The following terms shall be defined as follows:

- (a) “Floater Day” means a paid day off from work that is granted by an employer in addition to the paid holidays observed during a calendar year.

2.0 STATUTORY AND DECLARED HOLIDAYS

2.1 Employees shall receive wages for any statutory or declared holiday in accordance with Employment Standards.

2.2 The County will observe the following statutory and non-statutory holidays for all staff:

- a) New Year’s Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Heritage Day
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

2.3 In the event that a statutory holiday falls on a normal rest day or days, then the following normal work day or days shall be deemed a statutory holiday.

3.0 CHRISTMAS BREAK

- 3.1 The County Office and Public Works Shop shall be closed at Noon on Christmas Eve unless it is provided as a Floater Day. If required to work, employees will be given the afternoon off with pay on Christmas Eve.
- 3.2 The County Office and Public Works Shop shall be closed to the public between Christmas Day and New Year's Day. With the exception of the holidays listed in this Policy, or any Floater Days approved by Council annually, the Office and Shop will remain open for regular work duties during this period.

4.0 FLOATER DAYS

- 4.1 The County will provide employees with a minimum of four consecutive days off in December including Christmas Day, Boxing Day, and up to two Floater Days if required. The exact dates of this period will be determined annually by Council resolution.
- 4.2 On days not deemed as Floater Days, employees will be required to report to work on the remaining days prior to New Year's Day. If employees desire more time off, they will be required to use overtime, holidays, or submit a written request to their immediate supervisor to take the time off without pay. Employees will direct their requests for any additional time off to the Chief Administrative Officer or their designee.
- 4.3 Hourly employees shall be paid for any Floater Days as this time is not included in the vacation pay calculated on each pay cheque.

5.0 BANKING TIME ON HOLIDAYS

- 5.1 Management employees who are required to work on a statutory holiday shall be entitled to bank hours at a rate of one hour to one hour.
- 5.2 All other employees shall be entitled to pay at time and a half for hours worked on a statutory or declared holiday. Under no circumstances shall time worked on a statutory or declared holiday be banked.

COUNTY OF ST. PAUL NO. 19
 DEPARTMENT: HUMAN RESOURCES
 COUNCIL APPROVAL: SEPTEMBER 14, 2010
 AMENDED: MARCH 10, 2015
 AMENDED: NOVEMBER 8, 2016
 AMENDED: DECEMBER 19, 2017
 AMENDED: DECEMBER 11, 2018



Request for Decision

Council Meeting: December 11, 2018

Private Gravel Sales Policy PW-59

Request

Policy PW-59, the Private Gravel Sales Policy, is being presented to Council, as amended, to update the County's management of private gravel sales. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

None

Recommendation

Motion to approve Policy PW-59, the Private Gravel Sales Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

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

POLICY STATEMENT:

A) GUIDELINES:

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

- 7) Gravel will be delivered and charged in a minimum quantity of 5 cubic yards.
- ~~8) Residents of the County of St. Paul will be allowed to purchase gravel and have it delivered to their property within a 5 mile radius of the County border for agricultural purposes.~~
- 8) Residents have the option to have the gravel stockpiled or spread as needed. Residents must ensure the area(s) gravel will be delivered to be free of obstruction and safe for County crews and equipment to work.
- 9) During all gravel deliveries, the County driver will have the discretion to determine if conditions permit the gravel to be spread out. In instances where a property is difficult to access or other safety concerns are present, the County will deliver all gravel in a pile and will not spread the gravel.
- 10) Gravel for maintenance will be at no cost, however larger quantities requested will be brought to Council for consideration for the following locations:
 - a) Cemeteries
 - b) Churches
 - c) Community halls
 - d) Local non-profit groups
- 11) Pre-inspection of delivery site may be necessary to determine the type of unit to be used for delivery.
- 12) The County reserves the right to refuse delivery of gravel to any ratepayer if the area(s) is deemed, by delivery staff, unsafe or difficult to access.
- 13) All ratepayers will be required to sign a contract prior to delivery.



Request for Decision

Council Meeting: December 11, 2018

Council Remuneration and Expenses Policy ADM-81

Request

Policy ADM-81, the Council Remuneration and Expenses Policy, is being presented to Council, as amended, to update the guidelines for the management of Council remuneration and expenses. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

Recommendation

Motion to approve Policy ADM-81, the Council Remuneration and Expenses Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

The County of St. Paul desires to establish fair and equitable compensation to members of Council as they carry out their responsibilities.

POLICY STATEMENT:

The County of St. Paul shall provide compensation to Council members for performance of their duties as elected officials including responding to resident concerns, attending meetings of Council, meetings of committees to which they are appointed by Council, and for attending various other meetings and special events as dignitaries for the County.

1.0 DEFINITIONS:

1.1 The following terms shall be defined as follows:

- (a) "Back-Up Documentation" includes but is not limited to credit card statements, bank statements, or any other proof of purchase that provide the necessary information related to the actual purchase in the absence of a Receipt;
- (b) "Conference" means a formal meeting at which individuals participate in an exchange of ideas, information, and expertise in County-related subject areas;
- (c) "Convention" means an assembly, usually of Members of a professional group or delegates, whose primary purpose is to elect officers, report progress, and obtain approval for future activities;
- (d) "Council Appointment List" means the list of boards, committees, or other organizations to which Council appoints a Council member as a representative;

- (e) “Councillors” means the individuals elected to Council in accordance with the *Municipal Government Act*;
- (f) “County” means the County of St. Paul No. 19;
- (g) “Course” means an instruction period dealing with specific subject matter, which is attended in person or on-line;
- (h) “Deputy Reeve” means the individual elected by Council at the annual organizational meeting to serve a one year term and who will serve as Acting Reeve in the Reeve’s absence;
- (i) “Legislative Budget” means the annual budget available to Councillors for general Council expenses including remuneration, travel, meals, mileage, and other expenses related to Councillor duties;
- (j) “Meeting” means a gathering that Councillors attend where matters within the jurisdiction of County Council are discussed and direction is given to administration or where County business is discussed;
- (k) “Municipal Business” means all activities without limitations undertaken by Councillors in the course of carrying out their duties, that provide benefit the County;
- (l) “Receipt” means an itemized receipt provided by the vendor detailing individual products and services purchased by product description, unit price, subtotal, taxes, and extended total;
- (m) “Reeve” means the Chief Elected Official elected in accordance with Section 150(1) of the Act; and
- (n) “Training and Development” means the process of enhancing a Councillor’s ability to perform their governance role.

2.0 **COUNCIL REMUNERATION:**

- 2.1 Councillors shall receive remuneration for their activities as elected officials in four distinct ways via base honouraria, a meeting rate, an out-of-County meeting rate, and travel time pay.

Base Honouraria

- 2.2 Honouraria shall be paid in accordance with Revenue Canada's provisions for Elected Officials.
- 2.3 Honourarium amounts shall be determined annually by Council resolution for the Reeve, Deputy Reeve, and Councillors at the County Organizational meeting in October or November. Councillors shall be compensated this base honouraria amount monthly for the performance of their duties.
- 2.4 Councillors are not eligible to claim mileage for carrying out duties covered under the base honouraria, which are listed below.
- 2.5 The following duties are included in the base honouraria when undertaken within the corporate boundaries of the County:
 - (a) Liaison work within the councillor's division when responding to public concerns from residents, clubs, organizations and businesses;
 - (b) Preparation for Council and Committee meetings;
 - (c) Informal meetings with the Chief Administrative Officer to discuss County business;
 - (d) Meetings with residents and community groups within the divisional boundaries. For the Reeve or the Deputy Reeve acting on behalf of the Reeve, the divisional boundaries shall be the County corporate boundaries;
 - (e) Attendance or speaking at social functions including but not limited to holiday parties, social committee functions, potlucks, and celebrations;
 - (f) Attendance or speaking at public events that are hosted by the County;
 - (g) Attendance or speaking at, including but not limited to, ceremonies, community events, grand openings, banquets, festivals, fundraisers, luncheons, parades, open houses, new equipment arrival, ribbon

cuttings, rodeos, sports tournaments, trade shows, and other similar events;

- (h) Project interviews with consultants;
- (i) Meetings with the media;
- (j) Meetings attended as an ex-officio member; and
- (k) Cheque or agreement signings.

Meeting Rate

2.6 A Meeting rate shall be determined annually by Council resolution at the Organizational Meeting in October or November. The following Meetings shall be eligible for Councillors to claim the Meeting rate:

- (a) Regularly scheduled Council meetings and Special Council meetings;
- (b) Organizational meetings of Council as required by the Municipal Government Act;
- (c) Committee meetings as established by the Council Appointment List;
- (d) Meetings when formally invited in writing by the Chief Administrative Officer;
- (e) Emergency meetings to deal with a disaster;
- (f) Conference, Convention, or Course;
- (g) Budget meetings;
- (h) Strategic Planning meetings;
- (i) Meetings with federal, provincial, municipal or Indigenous government representatives;
- (j) Meetings with industry or business;

- (k) Zone Meetings for the Rural Municipalities of Alberta (RMA) or the Federation of Canadian Municipalities (FCM);
- (l) Meetings related to special projects that the County is working on;
- (m) Meetings attended as ex-officio member where appointed by Council to attend; and
- (n) Any other meetings if attendance has been approved in advance by a majority vote of Council.

Out-of-County Meeting Rates

- 2.7 An out-of-County Meeting rate shall be determined annually by Council resolution at the Organizational Meeting in October or November.
- 2.8 Councillors shall receive an out-of-County meeting rate when travelling 170 kilometres or more, one-way, from their personal residence to attend a Conference, Convention, Course, or Meeting.
- 2.9 All out-of-County travel must be approved in advance by a majority of Council, by policy, or by invitation from the Chief Administrative Officer.

Travel Time

- 2.10 Councillors shall receive compensation for travel time when travelling 170 kilometres or more, one-way, at a rate to be determined annually at the County Organizational Meeting.

3.0 MEETING REPORTING:

- 3.1 Councillors shall submit a monthly Meeting report form outlining all Meetings attended, all out-of-County Meetings attended, and all travel time incurred.
- 3.2 Monthly meeting report forms shall be published publicly online every month.
- 3.3 Council will review meeting reporting forms monthly and a majority vote is required for an meeting reporting form to be processed.

4.0 TRAVEL AND GENERAL EXPENSES:

- 4.1 Councillors shall meal rates for breakfast, lunch, and dinner annually by Council resolution at the Organizational Meeting in October or November.
- 4.2 Mileage rates will be determined using the Canada Revenue Agency's Automobile Allowance Rates.
- 4.3 Councillors shall be reimbursed for direct expenses incurred while undertaking County business including meals, accommodations, transportation costs, and parking while carrying out Municipal Business.
- 4.4 When travel is authorized by Council, the method of transportation will normally be the most direct and economical.
- 4.5 Councillors may select the route and means of travel to combine personal activities with official duties.
- 4.6 Vehicle mileage claims are paid for the specific purpose of reimbursing Councillors for the actual cost of using their vehicles for Municipal Business.
- 4.7 Travel within the County limits is eligible for mileage reimbursement only when a Councillor is attending a Conference, Convention, Course or Meeting.
- 4.8 Councillors shall be reimbursed for the cost of a rental car and fuel when this is the most economical method of local transportation while away on Municipal Business.
- 4.9 If the County is purchasing tickets to events, spots will be filled using the following order: 1) councillors 2) staff and 3) spouses.
- 4.10 The County shall not pay for spousal or guest expenses associated with Councillor travel for Municipal Business. This includes airfare, registrations, meals, tickets to events, and other similar expenses. Where the County prepays for spousal or guest expenses, the Councillor shall reimburse the County promptly.

- 4.11 Councillors are entitled to reimbursement for personal meals incurred during out-of-County Municipal Business trips at the rates set annually at the County Organizational Meeting.
- 4.12 Alcoholic beverages shall not be expensed under any circumstances.
- 4.13 County staff may reserve accommodations for Councillors and shall notify Councillors of the booking. Councillors are responsible for providing adequate notice should they no longer require the accommodations. In the event a Councillor does not provide adequate notice, the Councillor shall reimburse the County for any costs incurred for the reserved accommodations.
- 4.12 If accommodations are not reserved and paid for by County staff, Councillors shall provide receipts to be reimbursed for accommodation costs.

5.0 EXPENSE CLAIMS:

- 5.1 Councillors shall submit an expense reporting form on a monthly basis outlining all directly incurred expenses, regardless of whether expenses were incurred or not.
- 5.2 All items claimed must be accompanied by Receipt. If a Receipt is lost, the Councillor is responsible for providing Back-Up Documentation demonstrating proof of purchase. If no Back-Up Documentation can be provided, the Councillor will not be reimbursed for the expense.
- 5.3 Any portion of an expense described in this policy which is paid for by a third party shall not be claimed for reimbursement from the County.
- 5.4 Council will review expense claims monthly and a majority vote is required for an expense claim to be processed.



Request for Decision

Council Meeting: December 11, 2018

Employee On-Call Policy HR-101

Request

Policy HR-101, the Employee On-Call Policy, is being presented to Council, as amended, to update the County's management of on-call employees. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

None

Recommendation

Motion to approve Policy HR-101, the Employee On-Call Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

The County of St. Paul recognizes that its employees are its most valuable resource and wishes to provide additional compensation for designated employees who are required to serve in on-call status and/or who are called back to work.

DEFINITIONS:

“On-Call” means an employee must remain available to be called back to work on short notice if the need arises.

“Emergency Callback” is when an employee has left the work site and is requested to respond by going back to work on short notice to an emergency situation for any of the following reasons:

- To avoid significant service disruption
- To avoid placing employees or the public in unsafe situations
- To protect or provide emergency services to property or equipment
- To respond to emergencies with residents

POLICY STATEMENT:

On-call compensation is provided when designated employees are required to be On-Call and report back to work upon contact via pager or telephone in the event of an emergency or in situations of Emergency Callback.

Supervisors will be responsible for designating the individuals who are to be placed On-Call, maintaining the list, and creating a schedule for all On-Call personnel. All On-Call scheduling must be authorized by the Chief Administrative Officer or their designate.

The On-Call premium will be ~~\$30~~ \$40 per day for all scheduled personnel. If an On-Call Employee is called into work, they shall receive the On-Call premium in addition to their wages.



Request for Decision

Council Meeting: December 11, 2018

Social Media Policy HR-129

Request

Policy ADM-129, the Social Media Policy, is being presented to Council to establish guidelines for the use of social media. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

None

Recommendation

Motion to approve Policy ADM-129, the Social Media Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

The County of St. Paul desires to provide online communications using County-managed social media platforms to inform the public on a diverse variety of topics. County-managed social media platforms will be used to communicate County initiatives, goals, objectives, educate the public, and provide any other pertinent information.

A) **POLICY STATEMENT**

The County shall endeavor to deliver prompt, positive, courteous, and responsive communications on Approved County Social Media Platforms that reflect the needs and concerns of the public, while respecting privacy and individual rights for all those who participate.

B) **DEFINITIONS**

- 1) **“Approved County Social Media Platform”** means social networks and websites that the Chief Administrative Officer and Communications Coordinator have assessed and approved for County use;
- 2) **“Social Media”** is an umbrella term for various online communication channels in which the objective is to publicly share information and create a dynamic interaction between parties. These channels can include Facebook, Instagram, LinkedIn, and Twitter as well as blogs, discussion boards, mobile applications, photo boards, podcasts, video-sharing, websites, and wikis or any other online location where commentary is publicly shared by an authorized employee; and
- 3) **“User-Created Content”** means comments, opinions, ratings, responses, reviews, and tags provided by an external individual or a group on a social media site concerning content posted on the site or a topical issue.

COUNTY OF ST. PAUL NO. 19
DEPARTMENT: ADMINISTRATION
COUNCIL APPROVED: NOVEMBER 13, 2018

C) PURPOSE

- 1) This policy governs the use of Approved County Social Media Platforms used to further the business purposes of the County, while protecting and promoting the County's image.
- 2) The primary goals of the County's use of social media are as follows:
 - (a) Increase awareness of municipal services;
 - (b) Enhance existing corporate communication methods and processes;
 - (c) Provide an additional mechanism through which the County keeps abreast of customer comments and perceptions regarding the municipality;
 - (d) Disseminate time-sensitive information quickly;
 - (e) Provide communication in a cost-effective manner;
 - (f) Correct misinformation and remedy mistakes;
 - (g) Develop trust and build relationships with the public;
 - (h) Use Social Media analytical tools to help monitor, track, and evaluate the County's communications and marketing efforts; and
 - (i) Provide an alternate method for stakeholders to engage with the County.

D) SCOPE

- 1) This policy applies to Social Media use for official and authorized corporate purposes only.
- 2) This policy applies to all County employees who are authorized to post information on Approved County Social Media Platforms in an official capacity on behalf of the County. It does not apply to personal use of social media by employees conducted on personal equipment.
- 3) Social Media sites representing the Reeve and Councillors are exempt from this policy, as this activity is governed by the Council Code of Conduct Bylaw.
- 4) Communication through Social Media must comply with all other relevant corporate policies, procedures, and guidelines as well as federal and provincial legislation.

COUNTY OF ST. PAUL NO. 19
DEPARTMENT: ADMINISTRATION
COUNCIL APPROVED: DECEMBER 11, 2018

E) GENERAL MATTERS

- 1) The Chief Administrative Officer is responsible for authorizing employees to use Social Media on behalf of the County, and for designating appropriate access levels.
- 2) Directors and managers are responsible for establishing and sharing content with the Communications Coordinator that needs to be posted to Approved County Social Media Platforms.
- 3) Authorized employees shall only post within their area of subject matter expertise. Where appropriate, an employee may inform readers that another authorized employee with subject matter expertise may respond at a later time.
- 4) Where possible, Social Media accounts will clearly indicate that they are maintained by the County and will contain relevant contact information. Profile images for Approved County Social Media Platforms shall contain the County's official logo.
- 5) No confidential information shall be posted to any Approved County Social Media Platforms.
- 6) User-Created-Content containing any of the following shall not be allowed on the Approved County Social Media Platforms and may be removed by the Communications Coordinator:
 - (a) Comments not typically related to the particular site or article being commented on;
 - (b) Profane language or content;
 - (c) Content that promotes, fosters, or perpetuates discrimination on the basis of race, ethnicity, colour, age, religion, gender, marital status, national origin, physical or mental disability, or sexual orientation;
 - (d) Sexual content or links to sexual content;
 - (e) Conduct or encouragement of illegal activity;
 - (f) Comments determined by the County to be a specific attack on groups or individuals or to be inherently political in nature or cause;

COUNTY OF ST. PAUL NO. 19
DEPARTMENT: ADMINISTRATION
COUNCIL APPROVED: NOVEMBER 13, 2018

- (g) Content that reveals personal or private information about any particular person or is otherwise protected by the Freedom of Information and Protection of Privacy Act;
 - (h) Content that violates any County policies; and
 - (i) Content that is deemed inappropriate by the County's Chief Administrative Officer and/or Communications Coordinator.
- 7) The County reserves the right to add, edit, modify, or remove content or other information or materials submitted by users.
 - 8) The County may share links to other websites as part of efforts to serve online participants. The County is not responsible for the content of any linked websites and these links do not constitute an endorsement of those websites.
 - 9) Approved County Social Media Platforms are monitored from 8:30 a.m. to 4:30 p.m. from Monday to Friday excluding statutory holidays, declared holidays, and during office closures as determined by Council from time to time.
 - 10) Authorized employees posting on Approved County Social Media Platforms shall adhere to the Employee Ethics Policy HR-1.



COUNTY OF ST. PAUL NO. 19
DEPARTMENT: ADMINISTRATION
COUNCIL APPROVED: NOVEMBER 13, 2018



Request for Decision

Council Meeting: December 11, 2018

Employee Business Expenses Policy HR-131

Request

Policy ADM-131, the Employee Business Expenses Policy, is being presented to Council to update guidelines for employee business expenses. This Policy was brought before the Policy Committee on December 7th, 2018.

Alternatives

None

Recommendation

Motion to approve Policy ADM-131, the Employee Business Expenses Policy as per the recommendations of the Policy Committee.

Submitted by: Kyle Attanasio, Director of Corporate Services



COUNTY OF ST. PAUL NO. 19

BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

POLICY OBJECTIVE:

The County of St. Paul desires to reimburse business expenses necessarily incurred by employees in the performance of municipal duties. Employees are neither asked to subsidize the cost of the County nor invited to indulge themselves at public expense. It is expected that logic and good business sense will prevail.

POLICY STATEMENT:

1.0 SCOPE

- 1.1 This Policy applies to all authorized employees for expenses related to business activities undertaken to meet one or more of the following objectives;
 - (a) To conduct regular job duties as approved by the CAO or designee;
 - (b) To perform special functions that may include the following:
 - i. encouraging, fostering, or promoting business investment in the County of St. Paul;
 - ii. conducting research for assigned tasks which can only occur through personal visitation, observation, and discussion;
 - iii. participating on a multi-jurisdictional committee whose work will enhance the County of St. Paul's political or economic position.
- 1.2 This Policy applies to expenses incurred while on authorized business travel outside the County of St. Paul, and to expenses incurred while hosting a business activity locally.

2.0 RESPONSIBILITIES

2.1 Employees' responsibilities include:

- (a) To identify and review the required business expenses to ensure cost effective options for travel, accommodation, and other expenses are selected;
- (b) To identify, when possible, estimates of business expenses as part of the annual budgeting process; and
- (c) When having incurred expenses, to submit a completed voucher form for business expenses, accompanied by all necessary receipts and/or documentation as required. Receipts must be itemized and show the GST amount. A credit card receipt is not acceptable for business expense purposes.

2.2 Directors and supervisors' responsibilities include:

- (a) To identify and incorporate estimates of business expenses into the annual budget;
- (b) To review staff requests and pre-authorize expenditures where applicable; and
- (c) To authorize employees to incur business expenses related to performing regular job duties, including any special functions.

3.0 REIMBURSEMENT OF EXPENSES

3.1 Employees conducting authorized County business will be reimbursed for costs incurred, based on the following criteria:

- (a) Travel
 - i. Where travel is authorized, the most direct, economical, and time efficient mode of transportation shall be used;
 - ii. Air travel shall not exceed regular economy class;
 - iii. Travel outside Canada shall be reimbursed in Canadian currency plus exchange for those expenses prescribed by this Policy that are supported by receipts, when required (i.e. accommodations).
- (b) Accommodations
 - i. If an employee is required to travel on County business and overnight accommodation away from the employee's regular

place of domicile is necessary, the employee may claim the actual receipted cost of accommodations for a single room rate.

(c) Meals

- i. While conducting authorized County business, an employee may claim for meals in accordance with the rates determined by Council annually;
- ii. If meals are included as part of the business activities, the employee may not claim for an alternate meal unless required to do so for medical reasons where the program meal package cannot accommodate the medical need.

(d) Transportation

An employee may claim the following expenses with a receipt:

- i. Bus fare;
- ii. Railway fare;
- iii. Taxi fare;
- iv. Parking charges;
- v. Economy air fare;
- vi. Economy automobile rental;

(e) Mileage

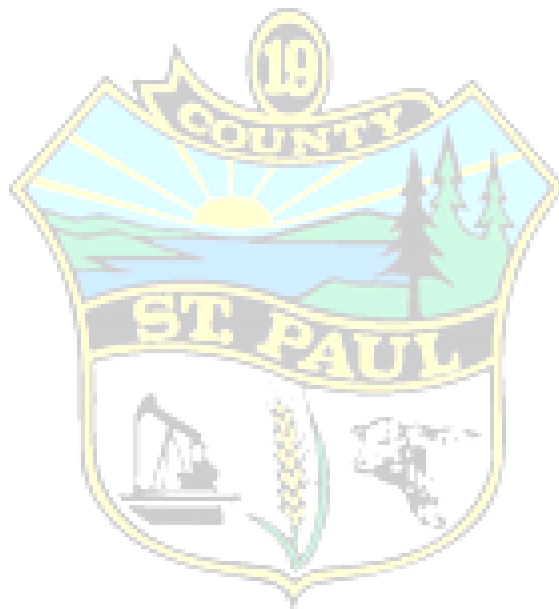
- i. An employee who uses their personal vehicle for County business shall be reimbursed for mileage at the set established by the Canada Revenue Agency (CRA) annually. If an employee exceeds 5,000 kilometres within a given year, a reduced mileage rate shall be used as established by the CRA.

(f) Hospitality Business Expenses

- i. An employee carrying out regular duties associated with authorized public relations activities shall be entitled to reimbursement of appropriate expenses;
- ii. Alcohol shall not be claimed as a hospitality business expense under any circumstances;
- iii. The Chief Administrative Officer or their designee shall approve all hospitality business expenses.

(g) Special Provisions

- i. If an employee incurs business expenses for which reimbursement is not expressly authorized by this Policy, the Chief Administrative Officer may authorize reimbursement for the expenses incurred.





Request for Decision

Council Meeting: December 11, 2018

St. Paul Town and County Joint Fire Services Agreement

Request

The current St. Paul Town and County Joint Fire Services Agreement expires December 31, 2018. The agreement was discussed at the committee level and recommended for approval to each respective Council.

The recommendation from the Fire Committee was for a four-year term commencing January 1, 2019 and terminating December 31, 2022.

Alternatives

Approve the Agreement for a four-year term, as recommended by the committee.

Approve the agreement for a one-year term, as the 2017 and 2018 agreements were for a one-year term.

Recommendation

Administration is recommending to approve the St. Paul Town and County Joint Fire Services Agreement for a four-year term commencing January 1, 2019.

Submitted by: Tim Mahdiuk, Director of Community Services



Request for Decision

Council Meeting: December 11, 2018

Purchase new Command Unit for St. Paul Fire Department

Request

With the addition of a Deputy Fire Chief, there is a need for an additional half-ton truck. The current vehicle would be utilized by the Deputy Chief to carry out his duties assisting the other Fire Departments in the area. The new vehicle would be used by the Fire Chief as a Command Unit.

At the December 5 meeting of the Town and County Joint Fire Services Committee, the committee made a motion to purchase a new command unit for the St. Paul Fire Department to be funded 100% from the Alberta Transportation Highway Reserve, which was established for capital purchases. Currently there is \$150,000 in that Joint Reserve Account.

Alternatives

Recommendation

Administration is recommending to approve the purchase of the new command unit for the St. Paul Fire Department to be fully funded by the Joint Reserve Account.

Submitted by: Tim Mahdiuk, Director of Community Services



Request for Decision

Council Meeting: December 11, 2018

2018 Allocation of Recreational Facilities Grants

Request

The proposed breakdown for the allocation of the 2018 Recreational Facilities Grants is attached. The grant amounts are the same as they have been in the past based on the MSI funding.

Also attached is a summary of the information provided by the community associations. The percentage figure indicates how much of their utilities and insurance costs are covered by their grant.

Alternatives

Recommendation

Administration is recommending to approve the allocation of the 2018 Recreational Facilities Grant as per the attachment.

Submitted by: Phyllis Corbiere, Executive Assistant

2018 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
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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

2018									
Recreational Facilities Grant									
	Grant Amount	# of Members	Amount of Insurance	Ins. Provider	Annual Utilities	# of Events	Other Grants Applied for / Additional Comments	Investment Yes/No	
Ashmont Legion	\$2,400	38	\$ 1,842.00	Tannas	\$ 3,661.44	37 Legion Events - includes bingos and monthly meetings 15 Bookings	Hall closed January 1 - April 15	No	44%
Ashmont Seniors Club	\$2,400	14	\$ 1,999.00		\$ 3,708.68	Weekly Cards / Monthly Potluck & Meeting / 3 events - FCSS	None - Facility used for the enjoyment of the seniors	Term-\$12,156.72	42%
Boscombe Community Hall	\$4,600	220	\$ 4,542.14	County	\$ 7,578.26	39 Hall Events includes Biweekly crib nights and monthly Board mtgs 4-H Meetings & Show	No grants applied for	Term-\$34,793	38%
Camp Whitney Society	\$2,400	10	\$14,000.00	Rogers Ins.	\$4,182.03	10 Functions 5 Weeks of Kids Camp	Applied for AB Northwest Conference of United Church of Canada for \$25,000 operating grant	No	13%
Cork Hall Association	\$2,400	44	\$ 2,352.00	County	\$ 3,417.03	23 Private Rentals	Gov't Grant - \$19,085 - purchased Stoves, Fridges, redid floor, Outdoor Lights & Signs		42%
Ferguson Flats Association	\$2,400	9	\$ 1,068.00	County	\$ 1,577.78	12 Private rentals, Ladies Assn, 4-H & Second Chance Trail Ride Mtgs	None	No	91%
Frog Lake Community Club	\$2,400	11	\$ 1,328.00	County	\$ 1,924.36	3	None	no	74%
Haying in the 30's	\$2,400	194	\$ 1,197.59	County	\$ -	1		No	200%
Heinsburg Community Club	\$4,600	30	\$ 3,523.09	County	\$ 7,145.56	5 Private Functions; monthly Jamboree	* Group also looks after Water Tower Campsite-booked 7 times during summer	\$6,615.57	43%
Lac Sante Family Rec. Society	\$1,500	755	\$ 490.00	County	\$ -	No Events - Public all season use	Developing shelter and walking park at river bank	No	306%

Mallaig & District Museum	\$2,400	6	\$ 480.00	County	\$ 747.03	9 Events Scheduled tours for schools & general public	Applied for \$19,500 through CFEP, Still Waiting, Some Funds set aside for 50% matching		196%
Mallaig & District Seniors	\$4,600	50 Reg/24 Life	\$ 1,794.00	County	\$ 7,700.00	Weekly TOPS / 5 FCSS; 28 Moms & Tots; Bi- weekly Sr Events-Crib, Quilting & Drop Inns 5 Private Bookings		GIC - \$96,148	48%
Mallaig Chamber of Commerce	\$2,400	28	\$ 729.00	County	\$ -	2 Events; Take care of Staging Area and Mallaig Beach	From cash on hand - \$10,000 committed to Arena Project; \$6,000-\$7,000 for picnic tables; \$5,000 to upgrade roof on cook shack		329%
Mallaig Legion	\$4,600	43	\$ 7,449.00	Co-op & Pgrm Ins. Brokers	\$ 9,901.20	6 Bookings 9 Legion Functions			27%
McRae Recreation Centre	\$2,400	25	\$ 1,656.00	County	\$ 4,688.78	8 Bookings 24 Bingos	CFEP Grant- \$23,764 + County Grant-\$14,400 to replace tin, paint interior, curtains, stove & other repairs	Term-\$36,026.73	38%
Riverview Seniors	\$730	32	\$ 793.00	County	\$ 800.00	weekly Games; bi-weekly exercise; monthly pancake supper; monthly meetings for different clubs;	Alberta Council on Aging - \$650 grant for cart; paid \$110.20	None	46%
St. Lina Senior Dew Drop Inn Club	\$2,400	17	\$ 870.00	County	\$ 3,350.00	56 Quilting 26 Bingo 3 Other Bookings	Replaced outside doors - County Grant - \$3340, they paid \$3340.	GIC - \$10,000	57%
St. Vincent Recreation Centre	\$2,400	10	\$ 1,371.00	County	\$ 2,100.00	16 Bookings-Gazebo			69%
Sugden Community Centre	\$2,400	15	\$ 450.00	Tannas	\$ 1,200.00	Every 2nd Monday - Crib Games			145%
Ashmont Ag Society	\$4,000	120	\$ 5,519.00	County	\$11,185	Weekly by Moms & Tots 24 Private Bookings	Applied for CFEP small funding grant for insulation in roof (\$10-\$15,000) - have not heard if its approved yet	Savings - \$108,785	21%
Elk Point Ag Soc - A.G. Ross Arena	\$12,500	200	\$22,473.50	County	\$36,131.00	Daily	Completed Canada 150 Project in 2017		21%
Elk Point Ag Soc - Livestock Div.	\$3,000	125	\$ 5,156.00	County	\$12,399.00	Daily for individuals or public riding; 20 jackpot events; clinics & schools	CFEP Grant - \$125,000 + County Grant- \$65,000 for addition; Short \$110,000		17%

Lac Bellevue Rec. & Ag. Society	\$4,500	220	\$ 2,452.00	County	\$12,800.00	18 Quilting Bookings Monthly Board Mtgs; 10 Crib Nights; 14 Private Functions	CFEP Grant - \$13,891 - Well complete / Furnace to be completed end of 2019		30%
Mallaig & District Ag Society	\$14,500	14	\$27,863	Foster & Park	\$79,921.78		Applied for CFEP small funding grant - waiting for reply		13%
St. Lina Ag Society	\$3,000	50	\$ 2,610.00		\$ 9,839.00	22 Hall Rentals 30 Meeting Room	CFEP Grant - included in Cash balance - Parking lot, cement work, drainage, power stalls. Applying for another CFEP Grant in 2019 for shower/washrooms in back of hall	Term - \$185,000 - \$85,000 will be used to cover overage on CFEP project	24%
St. Paul and District Ag Society	\$10,000	76	\$14,349.69	Foster & Park/ Town	\$23,790.93	Daily events	CFEP - Skid Steer - Paid \$32,773 Canada 150 Project - \$251,056 paid by Ag Society (2017/18)	Term-\$83,625	26%
Stoney Lake Community Assn.	\$7,300	34	\$ 3,521.79	County	\$10,000.00	21 Bookings 28 Dance Lessons			54%
	\$110,630								



Request for Decision

Council Meeting: December 11, 2018

Elk Point Recreation Grant Funding

Request

During the 2018 budgeting process, Council allocated \$75,000 for Elk Point Recreation Grants. In June, Council gave \$2000 to the Elk Point Pickleball Club to help fund the Shortfall for their pickleball courts. \$73,000 remains to be allocated.

At the October Council Meeting, Council tabled the request from the Elk Point Figure Skating Club for funding to assist with their operating costs.

Alternatives

Recommendation

The local Councillors are recommending allocating the Elk Point Recreation Grants funding as follows:

- \$2,000 – Elk Point Figure Skating Club
- \$8,000 - Elk Point Allied Arts
- \$18,000 – Elk Point Curling Club
- \$30,000 – A.G. Ross Arena
- \$15,000 – C.G. Baker Arena

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 11, 2018

Request for Grant- St. Paul Municipal Seed Cleaning Association

Request

The St. Paul Municipal seed Cleaning Association is requesting a grant to help offset their property taxes. The 2018 property taxes are \$20,872.62.

Since 2012 Council has approved a \$5,000 grant to assist with their operating expenses.

Alternatives

Recommendation

Administration is recommending to approve a \$5,000 grant for the St. Paul Municipal Seed Cleaning Association, to help offset their operating expenses.

Submitted by: Phyllis Corbiere, Executive Assistant



ST PAUL MUNICIPAL SEED CLEANING ASSOCIATION LTD

"We Specialize in Seed Cleaning"

November 12, 2018

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

ATTENTION: COUNTY COUNCIL

RE: REQUEST FOR GRANT FUNDING – PROPERTY TAXES

We the Board of Directors, respectfully request the County's consideration for grant funding to assist with the cost of property taxes for the St. Paul Municipal Seed Cleaning Association Ltd.

Our Plant must continually assess the need for costly equipment and upgrades in order to manage the demand of producers. Our facility does not pose a competitive disadvantage to other businesses or market places within our County, but rather provides much needed and necessary processing/handling of our grain commodities.

With the ever rising costs of operations, the St. Paul Municipal Seed Cleaning Association Ltd. sees the need to request assistance so that we may continue to be viable as an Agriculture based Co-operative.

Please advise as to the outcome of this request at your earliest convenience.

Respectfully yours,

The Board of Directors,
St. Paul Municipal Seed
Cleaning Association Ltd.

mp

P.O. Box 1101
St. Paul, AB T0A 3A0

780.645.3939 Office
780.645.0215 Cell





Request for Decision

Council Meeting: December 11, 2018

Request – St. Paul 4-H Light Horse Club

Request

The St. Paul Light Horse 4-H Club is requesting a \$1,500 donation to purchase various equine equipment. They were borrowing equipment from past leaders and parents but they recently moved away, leaving them with need to purchase new equipment.

They will be hosting a Regional 4-H Horse Camp in August, 2019 at the Stoney Lake Community grounds, and it would be beneficial to have the equipment to use at the event.

Alternatives

Deny the request for a grant.

Approve the request for the grant.

Approve the request to be paid from the 2019 budget.

Recommendation

Administration is recommending to approve a grant of \$1500 for the St. Paul Light Horse 4-H Club to purchase equine equipment.

Submitted by: Phyllis Corbiere, Executive Assistant

St. Paul Light Horse 4-H Club
Box 1450
Elk Point, AB
TOA 1A0

December 3, 2018

County of St. Paul No 19
5015 – 49 Avenue
St. Paul, AB TOA 3A4
Sent via email: countysp@county.stpaul.ab.ca

To Whom it May Concern:

We are writing to request your consideration for a \$1500 donation to our club for the purpose of purchasing various equine equipment.

Until last year, our club has been borrowing obstacles and jumping equipment from previous leaders and parents. The folks who we borrowed from in the past have recently moved away from the area, leaving us with the need to purchase new equipment.

We have several members interested in jumping as well as working on maneuvering their horses through obstacles. We have found the variety of disciplines helps our members and their project horses develop a greater bond through various training activities as well as strengthen member horsemanship abilities.

In addition, our club is hosting the 2019 Regional 4-H Horse Camp, which will attract approximately 50 light horse 4-H members and their families from the Northeast Region to the County of St. Paul for the Camp in August 2019. The camp will take place at the Stoney Lake Community grounds, where we are planning to have jumping sessions as well as trail & obstacle classes for members to participate in. It would be a great asset to our district to have these obstacles available for use at this event.

In addition, if other groups in our area are in need, we would be happy to lend the equipment to ensure they are available and getting maximum usage.

Thank you in advance for your consideration. Please advise the undersigned if the County of St. Paul will be able to accommodate our request. If you have any questions or require any clarifications, please contact me by phone at 780-614-0352. Thank you again.

Sincerely,



Teresa Boratynec
Leader, St. Paul Light Horse 4-H Club



Request for Decision

Council Meeting: November 15, 2018

Town of Elk Point Economic Development Committee

Request

The Town of Elk Point Economic Development Committee reviewed the attached bylaw and forwarded it to the Town of Elk Point Council for review and approval.

In the bylaw, it states that the board consists of 9 members with one member appointed from the County of St. Paul Council. The Town of Elk Point is requesting if the County is interested in appointing a Council representative to sit on the committee.

Alternatives

Recommendation

Administration is recommending to appoint a Councillor to the Town of Elk Point Economic Development Committee.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW 788/18
TOWN OF ELK POINT #043

A BY-LAW OF THE MUNICIPALITY OF THE TOWN OF ELK POINT IN THE PROVINCE OF ALBERTA, TO ESTABLISH AN ECONOMIC DEVELOPMENT COMMITTEE AND TO DEFINE ITS POWERS, DUTIES, AND RESPONSIBILITIES.

WHEREAS the Council of the Town of Elk Point deems it desirable and expedient to establish an Economic Development Committee.

NOW THEREFORE, the Municipal Council of the Town of Elk Point duly assembled enact as follows:

PART I

Definitions:

1. a) “Committee” means and includes the Economic Development Committee of the Town of Elk Point.
- b) “Council” means the Council of the Municipality of the Town of Elk Point in the Province of Alberta.
- c) “Town” means the Town of Elk Point.
- d) “Surrounding area” means the immediate surrounding.
- e) “CAO” means the Chief Administrative Officer

Mandate:

1. The mandate of the Economic Development Committee is to promote and stimulate economic growth in the Town of Elk Point and surrounding area by exploring short and long term development strategies, promoting retention and development of infrastructure, supporting the retention and expansion of existing businesses, encouraging new business and industry, broad community and regional support through communication, accountability and responsibility and assisting the Mayor and Council with researched, meaningful ideas, input and recommendations.

PART II

Appointment/Terms:

1. The Committee to be known as the Elk Point Economic Development Committee is hereby established.

2. The Board shall consist of a total of nine (9) all with voting privileges except one (1) member as a resource person;
 - a) Seven (7) volunteer members from Elk Point and the surrounding area with voting privileges;
 - b) Two (2) appointed members with voting privileges, as follows;
 - One (1) member from Town of Elk Point Council
 - One (1) member from County of St. Paul Council
 - c) The CAO is resource person to the Committee
3. The seven (7) volunteer voting members shall be selected by the EDC and appointed by resolution of Council.
4. All vacant volunteer member positions shall be advertised by the EDC seeking qualified volunteers. EDC will recruit members for vacant positions and make recommendations to Council for approval.
5. All volunteer voting members of the Committee must be residents of the Town of Elk Point or surrounding area. If the members are from the surrounding area, he/she must own property or business in the Town of Elk Point.
6. The Committee members appointed shall serve for the following terms:
 - a. Members of Council shall be appointed annually at the Organizational Meeting of Council.
 - b. The maximum period of any volunteer voting member to serve on the Committee shall not exceed six (6) consecutive years, without special permission of Council.
 - c. Volunteer voting members may serve for a maximum 2 (two) year period (with 1 (one) year terms) in any 1 (one) executive position.
7. If any member of the Committee is absent from three (3) consecutive regular meetings without authorized by resolution of the Committee, the EDC may declare the office of such absent member to be vacant and by motion requesting Council to remove such member.
8. The EDC or Town Council may remove any member of the Committee for malfeasance in office and sufficient cause.

9. Any member of the Committee may resign at any time upon sending written notice to the EDC Chairman.
10. The Mayor is an ex-officio member of the Committee, but does not have voting privileges.

PART IV

Proceedings:

1. Annually, during the month of November, the Committee shall hold an Organizational meeting at which time a Chairperson and Vice-Chairperson shall be selected for the ensuing year. Appointed members shall not be eligible to hold an executive position. The CAO or his designate shall be the Secretary-Treasurer.
2. Meetings of the Committee shall be set by resolution of the Committee, at least one every month, and at such other times as deemed necessary.
3. A quorum for meetings of the Committee shall be five (5) members.
4. Special meetings may be called by the Chairperson or Vice-Chairperson or by request of five (5) or more Committee members.
5. Meetings of the Committee shall be open to the public with minutes posted to the Town of Elk Point website.
6. Meeting procedures shall be conducted in accordance with good meeting practices and disputes resolved in accordance with Roberts Rules of Order, Newly Revised.
7. The Committee shall follow the operational guidelines as set out and voted on within the Economic Development Committee and these guidelines to be ratified by Town Council. Changes to the operational guidelines must be approved by the EDC members by motion and ratified by Town Council.
8. Neither the Committee nor any member thereof shall have the power to pledge the credit of the municipality in connection with any matters whatsoever, nor shall the said Committee or any member thereof, have any power to authorize any expenditure charged against the Town of Elk Point.

PART V

Chairperson, Vice-Chairperson, Member (the Executive):

1. Only volunteer voting members can be nominated for Executive positions.

2. There shall be a Chairperson who shall be responsible for chairing the meetings of the Committee and shall be the overall contact person for the Committee.
3. There shall be a Vice-Chairperson, who shall be responsible for the Chairperson's responsibilities if the Chairperson is unavailable.
4. There shall be a Secretary-Treasurer who shall dually perform the duties of Secretary and Treasurer within the EDC.
5. The Chairperson, Vice-Chairperson and Secretary-Treasurer shall be elected by the EDC members at the organizational meeting in November of each year and will serve from January to December of the following year. All positions are 1 (one) year terms and no one member can serve for more than 2 (two) consecutive years in any one position.
6. The Secretary-Treasurer shall:
 - a. Notify all members and advisors of the Committee of the holding of any regular or special meetings.
 - b. Keep proper and accurate minutes of proceedings of all meetings which shall be retained at the Municipal Office and be posted on the Elk Point website.
 - c. Maintain all records and correspondence relevant to the Committee.
 - d. With the assistance of the Committee, create a budget for the ensuing year that fulfils the mandate of the Committee and present it at the November organizational meeting.
 - e. Keep all financial records of the Committee in good order.
 - f. Carry out such other administrative and financial duties as the Committee may require.

PART VI

Duties of the Committee:

1. The Committee shall work to fulfil its mandate on an ongoing basis.
2. The Committee shall be responsible for preparing, for the consideration of Council, an Economic Development Plan for the Town of Elk Point and for recommending to Council such changes as should from time to time be required.
3. Annually, before the 31st of October, the Committee shall submit to Council a written annual report for the past year, together with budget and plan for the ensuing year with respect to all matters over which the Committee has jurisdiction.

4. Within the budget approved by Council, the Committee shall carry out a program for the promotion of the goals and objectives of the Economic Development Plan.
5. It is understood that the Council as elected representatives of the Town shall have the final decision on any recommendations proposed by the Committee.

Rescind:

That Bylaw 711/12, known as the “Economic Development Advisory Board” is hereby rescinded.

This Bylaw shall come into force and have effect upon the final passing.

READ a **FIRST** time in Council this _____ day of December, A.D. 2018.

READ a **SECOND** time in Council this _____ day of December, A.D. 2018

READ a **THIRD** time in Council and **FINALLY PASSED** this _____ day of December, A.D., 2018.

Lorne Young, Mayor

Ken Gwozdz, Chief Administrative Officer



Request for Decision

Council Meeting: December 11, 2018

Economic Developers Conference – April 3-5, 2019

Request

The 2019 Economic Developers Conference will be held April 3-5, 2019 at the Banff Centre. Registration for the conference is \$570.

Reeve Upham has expressed interest in attending this conference.

Alternatives

Recommendation

Administration is recommending to approve any Councillors and appropriate staff to attend the Economic Developers Alberta Conference to be held April 3 to 5, 2019 in Banff.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 11, 2018

Agreement with Enterprise Fleet Management

Request

County Council at their budget meeting on December 3, 2018 agreed to lease five light duty trucks from Enterprise Fleet Management instead of making a capital purchase lowering the cost to the 2019 budget by \$134,300. Administration is looking for a resolution to enter into agreement with Enterprise Fleet Management to implement the leasing program for the County.

Alternatives

Recommendation

That Council approved Administration to enter into agreement with Enterprise Fleet Management to implement the leasing program for light trucks.

Submitted by: Sheila Kitz, CAO



Request for Decision

Council Meeting: December 11, 2018

Pipe Locator

Request

At the RUSA tradeshow Bryan Bespalko found a device to locate buried pipes up to 32 feet deep. It can locate as small as 1/2" pipelines. Along with locating water line, it could also be useful for locating gas, power and Telus lines as well as culverts for construction.

This tool is between \$7000-\$10000, depending on the sensitivity. The higher sensitivity tool would be most effective in our area with our dense clay soil.

This pipe locator would have to be capitalized, but there is not enough funding left in the capital budget. There is room in the operating budget to purchase the pipe locator.

Alternatives

Purchase the pipe locator to be paid from the 2018 capital budget.

Defer the purchase of the pipe locator to the 2019 budget.

Recommendation

Administration is recommending to approve the purchase of the pipe locator for up to \$10,000 to be paid from the 2018 Capital Budget.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: December 11, 2018

Request to Permit Structures on Environmental Reserve - Carleton

Request

Attached is a letter from Dale and Sandra Carleton, owner of Lot 30, Block 1, Plan 7620518, at Upper Mann Lake in response to the County's letter stating that the shed and boathouse which are encroaching on the Municipal Reserve need to be removed before July 31, 2019.

The boathouse has been assessed since 1983. The shed has not been assessed.

Alternatives

Recommendation

Based on previous decisions regarding properties encroaching on Municipal Reserve in this area, administration is recommending to enter into an encroachment agreement with the owner of Lot 30, Block 1, Plan 7620518 at Upper Mann Lake to accommodate the boathouse which is encroaching on Lot 43R, Block 1, Plan 7620518 at the owner's expense. Also that the owner be responsible to move the shed encroaching on the Municipal Reserve property.

Submitted by: Phyllis Corbiere, Executive Assistant

RECEIVED NOV 13 2018

Dale and Sandra Carleton

15507 - 62 Street
Edmonton, Alberta
T5Y 2N1
780 475-0793
Carleton714@gmail.com

October 21, 2018

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

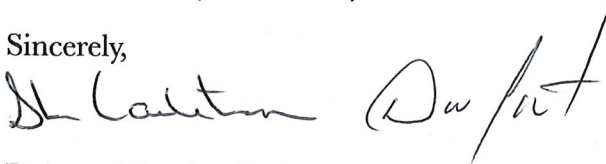
St Paul City Councillors,

A few weeks ago we received a letter in the mail from the St Paul Chief Administrative Officer, Sheila Kitz. The letter indicated that as a result of a recent inspection of our property at Upper Mann Lake (SE 1-60-11-W4, Lot 30, Block 1, Plan 7620518), a shed and a boathouse encroach onto the adjacent Municipal Reserve parcel and would need to be removed by July 31, 2019. There was also an indication that the County did not have a record of approval to construct these 2 buildings.

This property/buildings have been in the family for 32 years (purchased in 1986) and never before has there been a problem identified. It was and still is our understanding and belief that at the time buildings were constructed with no formal process or formal process followed with regards to building permits in the Upper Mann Lake area. Verbal agreements by Council and City administrators were given at the time when approached. No formal paperwork or approval was required.

For this reason, we find it unfair and unjustifiable to ask that we move the 2 buildings in question. We would also like to know what other options are available to us and to future owners of our property. Our understanding is that property lines have been adjusted as well as encroachments granted for other properties at near by lakes. We believe that a fair and consistent approach to all who are impacted by this recent inspection must be administered by the County of St Paul.

Sincerely,



Dale and Sandra Carleton

Boathouse assessed 1983
since.



County of St. Paul No. 19

August 20, 2018

Dale & Sandra Carleton
15507 – 62 Street
Edmonton, AB
T5Y 2N1

Dear Dale & Sandra Carleton

Re: Encroachment of Structures from SE 1-60-11-W4, Lot 30, Block 1, Plan 7620518 onto Municipal Reserve Land Legally described as SE 1-60-11-W4, Lot 43R, Block 1, Plan 7620518

During the summer and fall of 2016 the County's Assessors inspected properties within the County as part of their re-inspection cycle. During the inspection of your property the County Assessors observed that the shed and boathouse extend over the property line between your property and the adjacent Municipal Reserve parcel owned by the County. We have since had our surveyor out to survey your property in order to document what has been built and to confirm whether any of the structures observed by the Assessors encroach onto County owned property. A copy of the survey drawing for your property is attached. You will see that it clearly shows the shed and boathouse encroach onto the adjacent Municipal Reserve parcel. A copy of a picture of the encroaching structures is also enclosed.

The County has no record of having granted you, or a previous owner, permission to construct, erect or place the shed and boathouse on the Municipal Reserve parcel. Further, the County has no record of a development permit being issued approving the development of the shed and boathouse.

At the County Council meeting of July 27, 2018, Council was advised about the encroaching structures and Council directed staff to contact residents, like yourselves, who have structures or buildings that encroach onto Municipal Reserve parcels and advise those residents that the encroaching buildings or structures must be removed from County property by July 31st, 2019.

In accordance with Council's instructions, you are hereby directed to remove the shed and boathouse shown on the enclosed drawing from the County owned land legally described as **SE 1-60-11-W4, Lot 43R, Block 1, Plan 7620518** by July 31st, 2019 and restore the surface of the Municipal Reserve parcel to a level and undisturbed state. The County will conduct a site visit after that date to confirm that the shed and boathouse have been removed from the County owned Municipal Reserve parcel. If you fail to remove the encroaching buildings or structures the County will consider the options that may be available to the County to compel compliance with this direction which may or may not include legal action.

If you decide to relocate or rebuild and replace the shed and boathouse a Development Permit or Building Permit may be required. I would recommend that you to contact our Planning and Development Department to determine the need for a Development and/or Building Permit prior to relocating or rebuilding and replacing the shed and boathouse.



County of St. Paul No. 19

Should you require further clarification, do not hesitate to contact me at 780-645-3301 ext. 208.

Sincerely,

Sheila Kitz, CLGM
Chief Administrative Officer

Enclosures:

Survey Drawing
Picture of Encroaching Development

COUNTY OF ST. PAUL

CARLETON LOT TRESPASS (LOT 30)

SE 1-60-11-W4 (UPPER MANN LAKE)

A. PETERSON

MAY 7, 2018

LOT 31

FD. 1 BAR

FD. 1

FD. NO MK.

20.12m ROAD

FD. 1

FD. 1 BAR

SHED
5.00m
3.50m

BOAT
HOUSE
5.00m
8.00m

RESIDENCE

LOT 30
(CARLETON, D&S)

LOT 30 TRESPASSES
(DISTANCE FROM LOT BDY.)
SHED = 1.16m
BOAT HOUSE = 14.50m

ENVIRONMENTAL
RESERVE (R43)

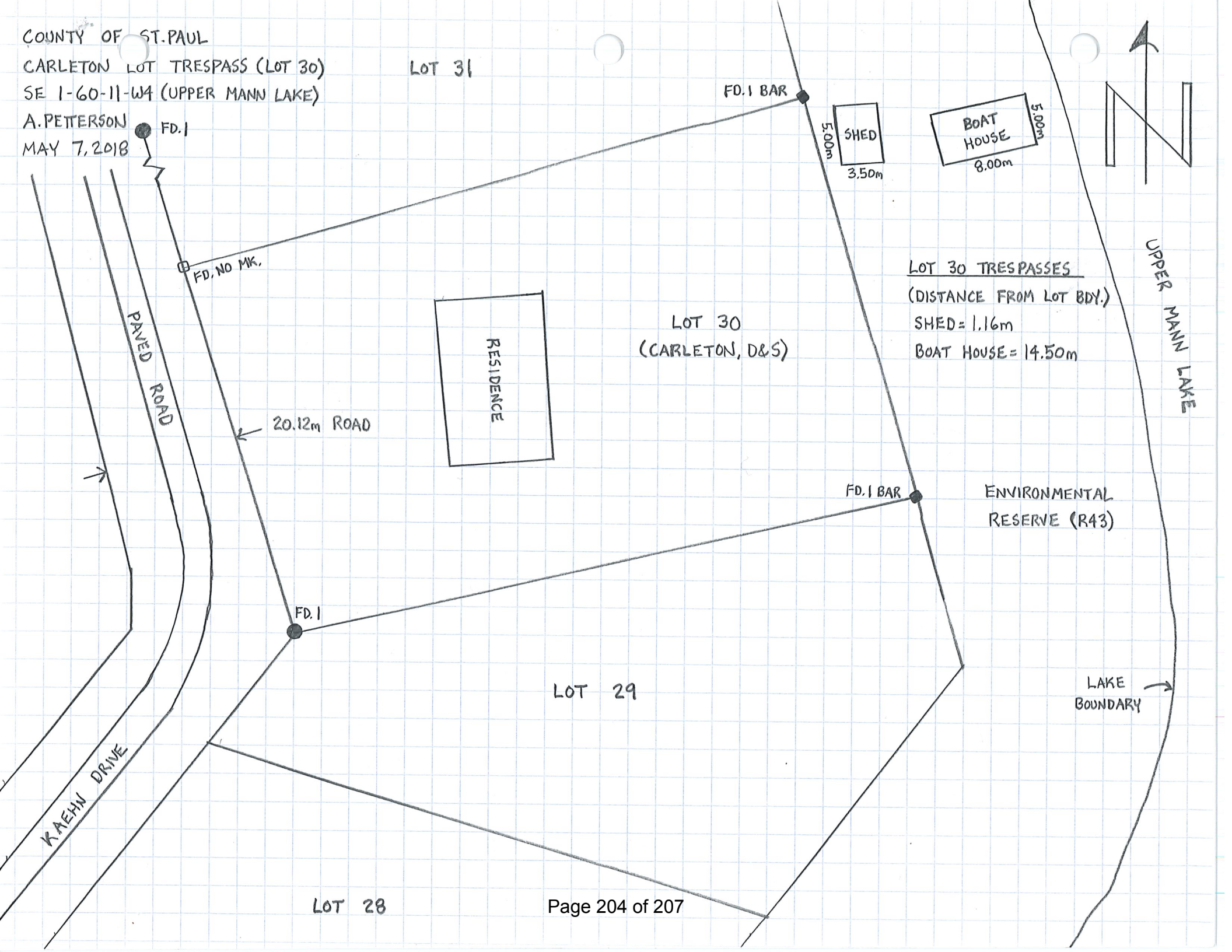
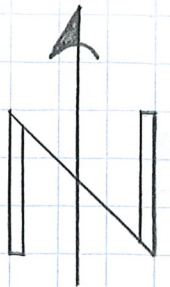
LOT 29

LAKE
BOUNDARY

LOT 28

Page 204 of 207

UPPER MANN LAKE









Request for Decision

Council Meeting: December 11, 2018

December Public Works Meeting

Request

The regularly scheduled date for the December Public Works Meeting falls on December 25th. As per resolution OM20181025.1027, Public Works meetings are scheduled for the 4th Tuesday of each month unless otherwise changed by resolution of Council.

Alternatives

Recommendation

Motion to cancel December 25, 2018 Public Works Meeting.

Submitted by: Phyllis Corbiere, Executive Assistant